



BTA OIL PRODUCERS, LLC

CARLTON BEAL, JR.
BARRY BEAL
SPENCER BEAL
KELLY BEAL
BARRY BEAL, JR.
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104 SOUTH PECOS STREET
MIDLAND, TEXAS 79701-5021
432-682-3753

ASHLEY BEAL LAFEVERS
ALEX BEAL
HILL DAVENPORT
TREY FUQUA
ADAMS DAVENPORT
MICHAEL BEAL

December 14, 2023

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

In re: **Application of BTA Oil Producers, LLC for administrative approval to surface commingle (lease commingle) gas production at the Penn Shale CDP #1 located in the SW/4 of Section 19, Township 17 South, Range 36 East, Lea County, New Mexico, and to add additional wells.**

To: **ALL AFFECTED PARTIES**

Ladies and Gentleman:

Enclosed is a copy of the above-referenced application, which was filed with the New Mexico Oil Conservation Division on this date. Any objection to this application must be filed in writing within twenty days from this date at the Division's Santa Fe office located at 1220 South St. Francis Drive, Santa Fe, New Mexico, 87505. If no objection is received within this twenty-day period, this application may be approved administratively by the Division.

If you have any questions or concerns for BTA, please call or write me at 432-682-3753 or shajar@btaoil.com. Mail to be directed to BTA Oil Producers, LLC., 104 South Pecos, Midland, Texas 79701 ATTN: Sammy Hajar.

Respectfully,

A handwritten signature in blue ink, appearing to read "Sammy Hajar", written in a cursive style.

Sammy Hajar
Regulatory Analyst
BTA Oil Producers, LLC
shajar@btaoil.com
O: 432-682-3753

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In re: **Application of BTA Oil Producers, LLC for administrative approval to surface commingle (lease commingle) gas production at the Penn Shale CDP #1 located in the SW/4 of Section 19, Township 17 South, Range 36 East, Lea County, New Mexico, and to add additional wells.**

To: Dylan Fuge, Director, Oil Conservation Division, New Mexico Department of Energy Minerals and Natural Resources

Dear Mr. Fuge:

BTA Oil Producers, LLC (OGRID No. 260297), pursuant to 19.15.12.10 NMAC, seeks administrative approval to surface commingle (lease commingle) diversely owned gas production at the **Penn Shale CDP #1** in all existing and future infill wells drilled in the following spacing units:

- (a) The 240-acre spacing unit comprised of the E/2 NE/4 of Section 24 and the E/2 E/2 of Section 13, Township 17 South, Range 35 East, Lea County, New Mexico in the WC-025 G-09 S173615C; Upper Penn; (98333). The spacing unit is currently dedicated to the following horizontal well: the **HIDEOUT 22115 24-13 STATE COM #1H** (API #30-025-51355);
- (b) The 240-acre spacing unit comprised of the W/2 NE/4 of Section 24 and the W/2 E/2 of Section 13, Township 17 South, Range 35 East, Lea County, New Mexico in the WC-025 G-09 S173615C; Upper Penn; (98333). The spacing unit is currently dedicated to the following horizontal well: the **HIDEOUT 22115 24-13 STATE COM #2H** (API # 30-025-51386);
- (c) The 240-acre spacing unit comprised of the E/2 NW/4 of Section 19 and the E/2 W/2 of Section 18, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C; Upper Penn; (98333). The spacing unit is currently dedicated to the following horizontal well: the **Bluebell 22115 19-18 State Com #1H** (API #30-025-50165);
- (d) The 223.81-acre spacing unit comprised of Lots 1 and 2 of Section 19 and Lots 1, 2, 3 and 4 of Section 18, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C; Upper Penn; (98333). The spacing unit is currently dedicated to the following horizontal well: the **Bluebell 22115 19-18 State Com #2H** (API #30-025-50166);
- (e) The 240-acre spacing unit comprised of the E/2 NE/4 of Section 19 and the E/2 E/2 of Section 18, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C; Upper Penn; (98333). The spacing unit is currently dedicated to the following horizontal well: the **Big Piney 22115 19-18 State Com #1H** (API# 30-025-50549);
- (f) The 240-acre spacing unit comprised of the W/2 NE/4 of Section 19 and the W/2 E/2 of Section 18, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09

- S173615C; Upper Penn; (98333). The spacing unit is currently dedicated to the following horizontal well: the **Big Piney 22115 19-18 State Com #2H** (API# 30-025-50550);
- (g) The 320-acre spacing unit comprised of the E/2 SW/4 of Section 19, the E/2 W/2 of Section 30, and the E/2 NW/4 of Section 31, Township 17 South, Range 36 East, Lea County, New Mexico, in the WC-025 G-09 S173615C; Upper Penn; (98333). The spacing unit is currently dedicated to the following horizontal well: the **Altamont 7903 19-30-31 State Com #1H** (API# 30-025-51237);
- (h) The 224.59-acre spacing unit comprised of Lots 3 and 4 of Section 19 and Lots 1, 2, 3 and 4 of Section 30, Township 17 South, Range 36 East, Lea County, New Mexico, in the WC-025 G-09 S173615C; Upper Penn; (98333). The spacing unit is currently dedicated to the following horizontal well: the **Altamont 7903 19-30 State Com #2H** (API# 30-025-51238);
- (i) The 480-acre spacing unit comprised of the E/2 of Section 15 and the NE/4 of Section 22, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C;UPPER PENN; (98333). The spacing unit is currently dedicated to the following horizontal well: the **VINDICATOR CANYON STATE UNIT #152H** (API # 30-025-49781);
- (j) The 160-acre spacing unit comprised of the E/2 W/2 of Section 15, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C;UPPER PENN; (98333). The spacing unit is currently dedicated to the following horizontal well: the **VINDICATOR CANYON STATE UNIT #153H** (API # 30-025-46513);
- (k) The 240-acre spacing unit comprised of the W/2 W/2 of Section 15 and the W/2 NW/4 of Section 22, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C;UPPER PENN; (98333). The spacing unit is currently dedicated to the following horizontal well: the **VINDICATOR CANYON STATE UNIT #154H** (API # 30-025-49355);
- (l) The 40-acre spacing unit comprised of the NE/4 NW/4 of Section 22, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C;UPPER PENN; (98333). The spacing unit is currently dedicated to the following horizontal well: the **VINDICATOR CANYON STATE UNIT #223H** (API # 30-025-48404);
- (m) The 280-acre spacing unit comprised of the SE/4 SE/4 of Section 9, the E/2 E/2 of Section 16 and the E/2 NE/4 of Section 21, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C;UPPER PENN; (98333). The spacing unit is currently dedicated to the following horizontal well: the **VINDICATOR CANYON STATE UNIT COM #091H** (API # 30-025-49934);
- (n) The 320-acre spacing unit comprised of the E/2 SE/4 of Section 21 and the E/2 E/2 of Section 28, and the E/2 NE/4 of Section 33, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C;UPPER PENN; (98333). The spacing unit is currently dedicated to the following horizontal well: the **VINDICATOR CANYON STATE UNIT #303H** (API # 30-025-51019);
- (o) The 320-acre spacing unit comprised of the W/2 NE/4 of Section 21 and the W/2 E/2 of Section 16, and the W/2 SE/4 of Section 9, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C;UPPER PENN; (98333). The spacing unit is currently dedicated to the following horizontal well: the **VINDICATOR CANYON STATE UNIT COM #404H** (API # 30-025-51020);

- (p) The 240-acre spacing unit comprised of the W/2 SW/4 of Section 22 and the W/2 W/2 of Section 27, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C; Upper Penn; (98333). The spacing unit is currently dedicated to the following horizontal well: the **VINDICATOR CANYON STATE UNIT #305H** (API# 30-025-50814);
- (q) The 240-acre spacing unit comprised of the E/2 SW/4 of Section 22 and the E/2 W/2 of Section 27, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C; Upper Penn; (98333). The spacing unit is currently dedicated to the following horizontal well: the **VINDICATOR CANYON STATE UNIT #306H** (API# 30-025-50815);
- (r) The 240-acre spacing unit comprised of the W/2 SE/4 of Section 22 and the W/2 E/2 of Section 27, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C; Upper Penn; (98333). The spacing unit is currently dedicated to the following horizontal well: the **VINDICATOR CANYON STATE UNIT #307H** (API# 30-025-51021);
- (s) The 240-acre spacing unit comprised of the E/2 SE/4 of Section 22 and the E/2 E/2 of Section 27, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C; Upper Penn; (98333). The spacing unit is currently dedicated to the following horizontal well: the **VINDICATOR CANYON STATE UNIT #308H** (API# 30-025-51022);
- (t) The 320-acre spacing unit comprised of the E/2 W/2 of Section 29 and the E/2 W/2 of Section 32, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C; Upper Penn; (98333). The spacing unit is currently dedicated to the following horizontal well: the **VINDICATOR CANYON STATE UNIT #319H** (API# 30-025-52026);
- (u) The 320-acre spacing unit comprised of the W/2 W/2 of Section 29 and the W/2 W/2 of Section 32, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C; Upper Penn; (98333). The spacing unit is currently dedicated to the following horizontal well: the **VINDICATOR CANYON STATE UNIT #320H** (API# 30-025-52027);
- (v) Pursuant to 19.15.12.10.C(4)(g), *future WC-025 G-09 S173615C; Upper Penn; (98333) spacing units within Sections 13 and 24, Township 17 South, Range 35 East, and Sections 9, 15, 16, 18, 19, 21, 22, 27, 28, 29, 30, 31, 32, and 33, Township 17 South, Range 36 East, Lea County, New Mexico, connected to the Penn Shale CDP #1* with notice provided only to the owners of interests to be added.

Gas production from these spacing units will be commingled and sold at the **Penn Shale CDP #1** located in the SW/4 of Section 19. Each well will have its own test separator and production will be separately metered with an orifice meter for gas manufactured to AGA specifications.

Attached is a completed Application for Surface Commingling (Diverse Ownership) Form C-107B that includes a statement from Sammy Hajar, Regulatory Analyst with BTA Oil Producers, LLC, identifying the facilities and the measurement devices to be utilized, a detailed schematic of the surface facilities, and C-102s for each of the wells drilled within the existing spacing units.

Ownership is diverse between the above-described spacing units, and we have accordingly attached a list of the interest owners (including any owners of royalty or overriding royalty interests) affected by this application, an example of the letters sent by certified mail advising the interest owners that any objections must be filed in writing with the Division within 20 days from the date the Division receives this application, and proof of mailing.

If you have any questions or concerns for BTA, please call or write me at 432-682-3753 or shajar@btaoil.com. Mail to be directed to BTA Oil Producers, LLC., 104 South Pecos, Midland, Texas 79701 ATTN: Sammy Hajar.

Respectfully,



Sammy Hajar
Regulatory Analyst
BTA Oil Producers, LLC
shajar@btaoil.com
O: 432-682-3753

**BTA OIL PRODUCERS, LLC**

104 SOUTH PECOS STREET
MIDLAND, TEXAS 79701-5021
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December 14, 2023

New Mexico Oil Conservation Division
1220 South St. Francis Drive
Santa Fe, NM 87505

In re: **Application of BTA Oil Producers, LLC for administrative approval to surface commingle (lease commingle) gas production at the Penn Shale CDP #1 located in the SW/4 of Section 19, Township 17 South, Range 36 East, Lea County, New Mexico, and to add additional wells.**

To Whom This May Concern,

BTA Oil Producers, LLC, OGRID No. 260297, requests to commingle current gas production from twenty-one (21) distinct wells located on the Lands and future production from the Lands as described herein. The wells will be metered through individual gas orifice meters. The gas commingling will occur after individual measurement at each well. Gas exiting each well test separator flows into one gathering line, as depicted on **Exhibit 1**, the gas gathering line. Each well on the Lands will have its own test separator with an orifice meter for gas manufactured and assembled in accordance with the American Gas Association (AGA) specifications. All primary and secondary Electronic Flow Measurement (EFM) equipment is tested and calibrated by a reputable third-party measurement company in accordance with industry specifications.

Gas samples are obtained at the time of the meter testing and calibration and the composition and heating value are determined by a laboratory in accordance with the American Petroleum Institute (API) specifications to ensure accurate volume and energy (MMBTU) determinations.

The flow stream from each wellhead is demonstrated in the Process Flow Diagram (PFD) attached as **Exhibit 1** hereto. The PFD shows gas leave the wellbore and flow into a wellhead test separator. The gas is measured on a volume and MMBTU basis by an orifice meter on each individual well and supporting EFM equipment in accordance with API Chapter 21.1. The gas is then sent into a gathering line where it is commingled with each of the other well's metered gas. The gathering line is then metered by another orifice meter at the tank battery check meter to show the total volume of gas leaving the tank battery. The tank battery meter is tested and calibrated in accordance with industry specifications and volume and energy and determined on an hourly, daily and monthly basis. Once the gas exits the final tank battery sales check it travels directly into a third-party sales connect meter. The third-party gas gatherer has its own meter that measures the gas for custody transfer and that meter is also calibrated periodically to ensure measurement accuracy. In conclusion, all the gas produced on the Lands is and will be metered separately at each wellhead and allocated using accurate measurement equipment according to API specifications.

If you have any questions or concerns for BTA, please call or write me at 432-682-3753 or shajar@btaoil.com. Mail to be directed to BTA Oil Producers, LLC., 104 South Pecos, Midland, Texas 79701 ATTN: Sammy Hajar.

Respectfully,



Sammy Hajar
Regulatory Analyst
BTA Oil Producers, LLC
shajar@btaoil.com
O: 432-682-3753

Revised March 23, 2017

| | | | |
|-----------|-----------|-------|---------|
| RECEIVED: | REVIEWER: | TYPE: | APP NO: |
|-----------|-----------|-------|---------|

ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

NEW MEXICO OIL CONSERVATION DIVISION
 - Geological & Engineering Bureau -
 1220 South St. Francis Drive, Santa Fe, NM 87505



ADMINISTRATIVE APPLICATION CHECKLIST

THIS CHECKLIST IS MANDATORY FOR ALL ADMINISTRATIVE APPLICATIONS FOR EXCEPTIONS TO DIVISION RULES AND
 REGULATIONS WHICH REQUIRE PROCESSING AT THE DIVISION LEVEL IN SANTA FE

| | |
|---|--|
| Applicant: <u>BTA Oil Producers, LLC</u> | OGRID Number: <u>260297</u> |
| Well Name: <u>HIDEOUT 22115 24 13 STATE COM #1H & MULTIPLE</u> | API: <u>30-025-51355 & MULTIPLE</u> |
| Pool: <u>WC-025 G-09 S173615C; UPPER PENN</u> | Pool Code: <u>98333</u> |

**SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION
 INDICATED BELOW**

1) TYPE OF APPLICATION: Check those which apply for [A]

A. Location – Spacing Unit – Simultaneous Dedication

☐ NSL ☐ NSP (PROJECT AREA) ☐ NSP (PRORATION UNIT) ☐ SD

B. Check one only for [I] or [II]

[I] Commingling – Storage – Measurement

☐ DHC ☒ CTB ☐ PLC ☐ PC ☐ OLS ☒ OLM

[II] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery

☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR

2) NOTIFICATION REQUIRED TO: Check those which apply.

- A. ☐ Offset operators or lease holders
 B. ☒ Royalty, overriding royalty owners, revenue owners
 C. ☐ Application requires published notice
 D. ☒ Notification and/or concurrent approval by SLO
 E. ☐ Notification and/or concurrent approval by BLM
 F. ☐ Surface owner
 G. ☒ For all of the above, proof of notification or publication is attached, and/or,
 H. ☐ No notice required

FOR OCD ONLY

- ☐ Notice Complete
☐ Application Content Complete

3) CERTIFICATION: I hereby certify that the information submitted with this application for administrative approval is **accurate** and **complete** to the best of my knowledge. I also understand that **no action** will be taken on this application until the required information and notifications are submitted to the Division.

Note: Statement must be completed by an individual with managerial and/or supervisory capacity.

Sammy Hajar

Print or Type Name

Signature

12/14/2023

Date

432-682-3753

Phone Number

SHAJAR@BTAOIL.COM

e-mail Address

District I
1625 N. French Drive, Hobbs, NM 88240
District II
811 S. First St., Artesia, NM 88210
District III
1000 Rio Brazos Road, Aztec, NM 87410
District IV
1220 S. St Francis Dr, Santa Fe, NM
87505

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B
Revised August 1, 2011

OIL CONSERVATION DIVISION
1220 S. St Francis Drive
Santa Fe, New Mexico 87505

Submit the original
application to the Santa Fe
office with one copy to the
appropriate District Office.

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: BTA OIL PRODUCERS, LLC

OPERATOR ADDRESS: 104 S Pecos Midland, TX 79701

APPLICATION TYPE:

☐ Pool Commingling ☒ Lease Commingling ☐ Pool and Lease Commingling ☒ Off-Lease Storage and Measurement (Only if not Surface Commingled)

LEASE TYPE: ☒ Fee ☒ State ☐ Federal

Is this an Amendment to existing Order? ☐ Yes ☒ No If "Yes", please include the appropriate Order No. _____

Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling

☐ Yes ☒ No

(A) POOL COMMINGLING
Please attach sheets with the following information

| (1) Pool Names and Codes | Gravities / BTU of Non-Commingled Production | Calculated Gravities / BTU of Commingled Production | | Calculated Value of Commingled Production | Volumes |
|--------------------------|--|---|--|---|---------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

(2) Are any wells producing at top allowables? ☐ Yes ☐ No

(3) Has all interest owners been notified by certified mail of the proposed commingling? ☐ Yes ☐ No.

(4) Measurement type: ☐ Metering ☐ Other (Specify)

(5) Will commingling decrease the value of production? ☐ Yes ☐ No If "yes", describe why commingling should be approved

(B) LEASE COMMINGLING

Please attach sheets with the following information

(1) Pool Name and Code: WC-025 G-09 S173615C; UPPER PENN (98333)

(2) Is all production from same source of supply? ☒ Yes ☐ No

(3) Has all interest owners been notified by certified mail of the proposed commingling? ☒ Yes ☐ No

(4) Measurement type: ☒ Metering ☐ Other (Specify)

(C) POOL and LEASE COMMINGLING

Please attach sheets with the following information

(1) Complete Sections A and E.

(D) OFF-LEASE STORAGE and MEASUREMENT

Please attached sheets with the following information

(1) Is all production from same source of supply? ☒ Yes ☐ No

(2) Include proof of notice to all interest owners.

(E) ADDITIONAL INFORMATION (for all application types)

Please attach sheets with the following information

(1) A schematic diagram of facility, including legal location.

(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.

(3) Lease Names, Lease and Well Numbers, and API Numbers.

I hereby certify that the information above is true and complete to the best of my knowledge and belief.

SIGNATURE: 

TITLE: Regulatory Analyst

DATE: 12/14/23

TYPE OR PRINT NAME Sammy Hajar

TELEPHONE NO.: 432-682-3753

E-MAIL ADDRESS: SHAJAR@BTAOIL.COM

**NEW MEXICO
STATE
LAND OFFICE**

**APPLICATION FOR
COMMINGLING AND OFF-LEASE STORAGE
ON STATE TRUST LANDS**



This application form is required for all commingling applications requiring approval by the Commissioner of Public Lands.

Applicant: BTA Oil Producers, LLC

OGRID #: 260297

Well Name: HIDEOUT 22115 24 13 STATE COM #1H & MULTIPLE

API #: 30-025-51355 & MULTIPLE

Pool: WC-025 G-09 S173615C; UPPER PENN (98333)

OPERATOR NAME: BTA Oil Producers, LLC

OPERATOR ADDRESS: 104 S. Pecos Midland, TX 79701

APPLICATION REQUIREMENTS – SUBMIT:

1. New Mexico Oil Conservation Division (NMOCD) application packet (or equivalent information if no application is required by NMOCD),
2. Commingling application fee of \$150.

CERTIFICATION: To the best of my knowledge,

- All business leases and rights-of-way necessary for conducting the proposed operation on State Trust lands have been applied for or obtained,
- The information submitted with this application is **accurate** and **complete**, and
- No loss will accrue to the state of New Mexico as a result of the proposed operation.

I also understand that **no action** will be taken on this application until the required information and fee are submitted to the State Land Office.

Note: Statement must be completed by an individual with managerial and/or supervisory capacity.

Sammy Hajar

Print or Type Name

Sammy Hajar

Signature

12/14/2023

Date

432-682-3753

Phone Number

SHAJAR@BTAOIL.COM

e-mail Address

Submit application to:

Commissioner of Public Lands
Attn: Commingling Manager
PO Box 1148
Santa Fe, NM 87504-1148

Questions?

Contact the Commingling Manager:
505.827.5791

Upon approval, the requesting organization will receive an acknowledgment letter from the Commissioner of Public Lands.

Penn Shale Gas Commingle Map
Vindicator Canyon State Unit
Lea County, New Mexico



**APPLICATION FOR SURFACE COMMINGLE (LEASE COMMINGLE), STORAGE, AND
SALES FOR GAS PRODUCTION AT PENN SHALE CDP #1**

| Pool | API | Well Name | Well Number | OCD Unit Letter | Section | Township | Range | Date Online | Oil (MBOD) | GAS (MCFD) | GRAVITY | BTU/cf |
|---------------------------------------|--------------|----------------------------------|-------------|-----------------|---------|----------|-------|-------------|------------|------------|---------|--------|
| [98333] WC025 G09 S173615C;UPPER PENN | 30-025-51355 | HIDEOUT 22115 24 13 STATE COM | 1H | H | 24 | 17S | 35E | New Drill | 900 | 1100 | 48 | 1200 |
| [98333] WC025 G09 S173615C;UPPER PENN | 30-025-51386 | HIDEOUT 22115 24 13 STATE COM | 2H | G | 24 | 17S | 35E | New Drill | 900 | 1100 | 48 | 1200 |
| [98333] WC025 G09 S173615C;UPPER PENN | 30-025-50165 | Bluebell 22115 19-18 State Com | 1H | K | 19 | 17S | 36E | New Drill | 900 | 1100 | 48 | 1200 |
| [98333] WC025 G09 S173615C;UPPER PENN | 30-025-50166 | Bluebell 22115 19-18 State Com | 2H | K | 19 | 17S | 36E | New Drill | 900 | 1100 | 48 | 1200 |
| [98333] WC025 G09 S173615C;UPPER PENN | 30-025-50549 | Big Piney 22115 19-18 State Com | 1H | J | 19 | 17S | 36E | New Drill | 900 | 1100 | 48 | 1200 |
| [98333] WC025 G09 S173615C;UPPER PENN | 30-025-50550 | Big Piney 22115 19-18 State Com | 2H | J | 19 | 17S | 36E | New Drill | 900 | 1100 | 48 | 1200 |
| [98333] WC025 G09 S173615C;UPPER PENN | 30-025-51237 | Altamont 7903 19-30-31 State Com | 1H | F | 19 | 17S | 36E | New Drill | 900 | 1100 | 48 | 1200 |
| [98333] WC025 G09 S173615C;UPPER PENN | 30-025-51238 | Altamont 7903 19-30 State Com | 2H | F | 19 | 17S | 36E | New Drill | 900 | 1100 | 48 | 1200 |
| [98333] WC025 G09 S173615C;UPPER PENN | 30-025-49781 | VINDICATOR CANYON STATE UNIT | 152H | O | 10 | 17S | 36E | 6/7/2022 | 195 | 810 | 48 | 1200 |
| [98333] WC025 G09 S173615C;UPPER PENN | 30-025-46513 | VINDICATOR CANYON STATE UNIT | 153H | C | 15 | 17S | 36E | 2/20/2020 | 48 | 98 | 48 | 1200 |
| [98333] WC025 G09 S173615C;UPPER PENN | 30-025-49355 | VINDICATOR CANYON STATE UNIT | 154H | M | 10 | 17S | 36E | 1/5/2022 | 252 | 440 | 48 | 1200 |
| [98333] WC025 G09 S173615C;UPPER PENN | 30-025-48404 | VINDICATOR CANYON STATE UNIT | 223H | N | 15 | 17S | 36E | 6/12/2021 | 30 | 103 | 48 | 1200 |
| [98333] WC025 G09 S173615C;UPPER PENN | 30-025-49934 | VINDICATOR CANYON STATE UNIT COM | 91H | L | 10 | 17S | 36E | 8/28/2022 | 402 | 728 | 48 | 1200 |
| [98333] WC025 G09 S173615C;UPPER PENN | 30-025-51019 | VINDICATOR CANYON STATE UNIT | 303H | J | 21 | 17S | 36E | New Drill | 900 | 1100 | 48 | 1200 |
| [98333] WC025 G09 S173615C;UPPER PENN | 30-025-51020 | VINDICATOR CANYON STATE UNIT COM | 404H | J | 21 | 17S | 36E | New Drill | 900 | 1100 | 48 | 1200 |
| [98333] WC025 G09 S173615C;UPPER PENN | 30-025-50814 | VINDICATOR CANYON STATE UNIT | 305H | E | 22 | 17S | 36E | 5/30/2023 | 267 | 403 | 48 | 1200 |
| [98333] WC025 G09 S173615C;UPPER PENN | 30-025-50815 | VINDICATOR CANYON STATE UNIT | 306H | F | 22 | 17S | 36E | 5/30/2023 | 276 | 412 | 48 | 1200 |
| [98333] WC025 G09 S173615C;UPPER PENN | 30-025-51021 | VINDICATOR CANYON STATE UNIT | 307H | G | 22 | 17S | 36E | New Drill | 900 | 1100 | 48 | 1200 |
| [98333] WC025 G09 S173615C;UPPER PENN | 30-025-51022 | VINDICATOR CANYON STATE UNIT | 308H | H | 22 | 17S | 36E | New Drill | 900 | 1100 | 48 | 1200 |
| [98333] WC025 G09 S173615C;UPPER PENN | 30-025-52026 | VINDICATOR CANYON STATE UNIT | 319H | N | 20 | 17S | 36E | New Drill | 900 | 1100 | 48 | 1200 |
| [98333] WC025 G09 S173615C;UPPER PENN | 30-025-52027 | VINDICATOR CANYON STATE UNIT | 320H | M | 20 | 17S | 36E | New Drill | 900 | 1100 | 48 | 1200 |

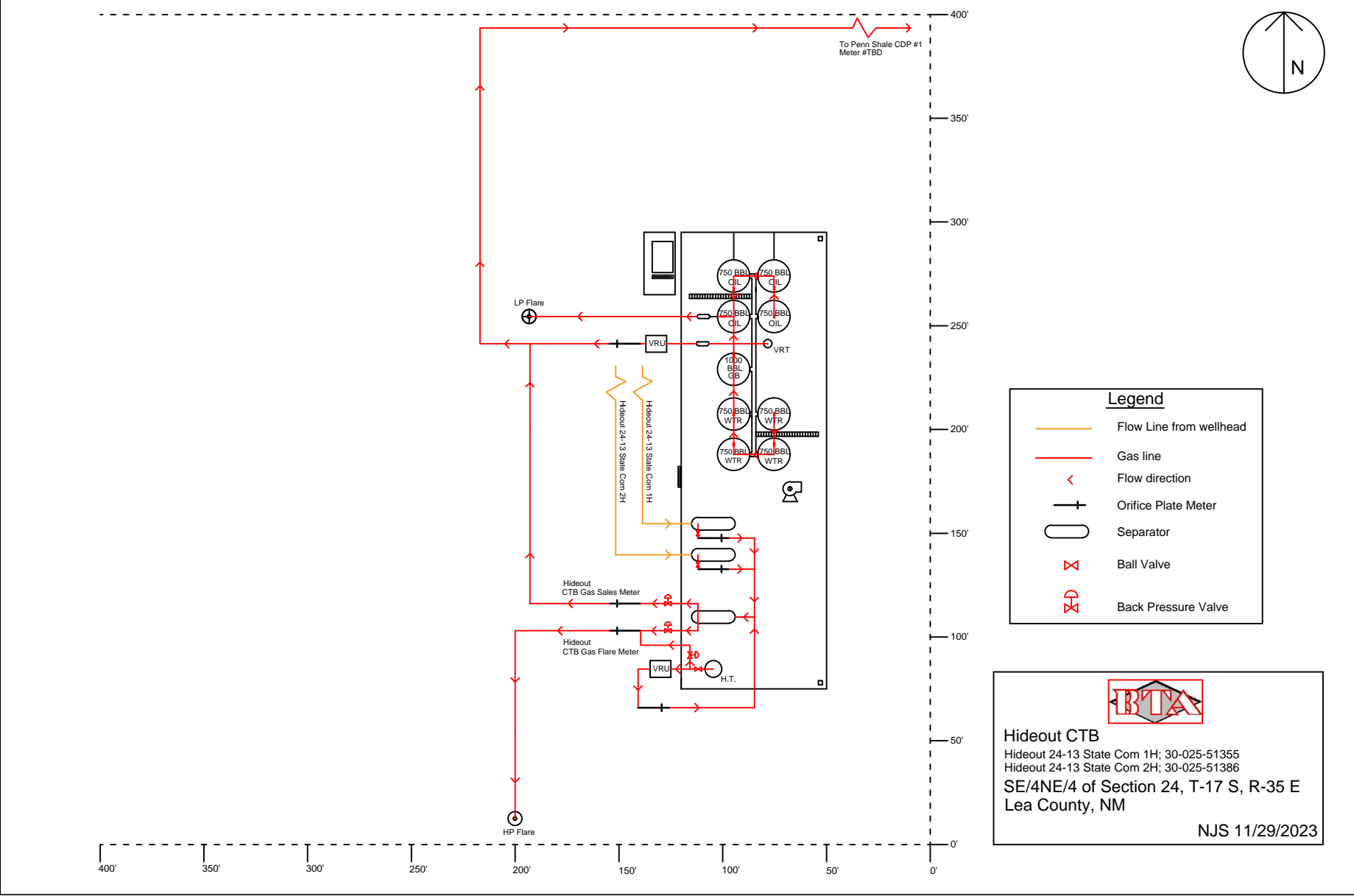
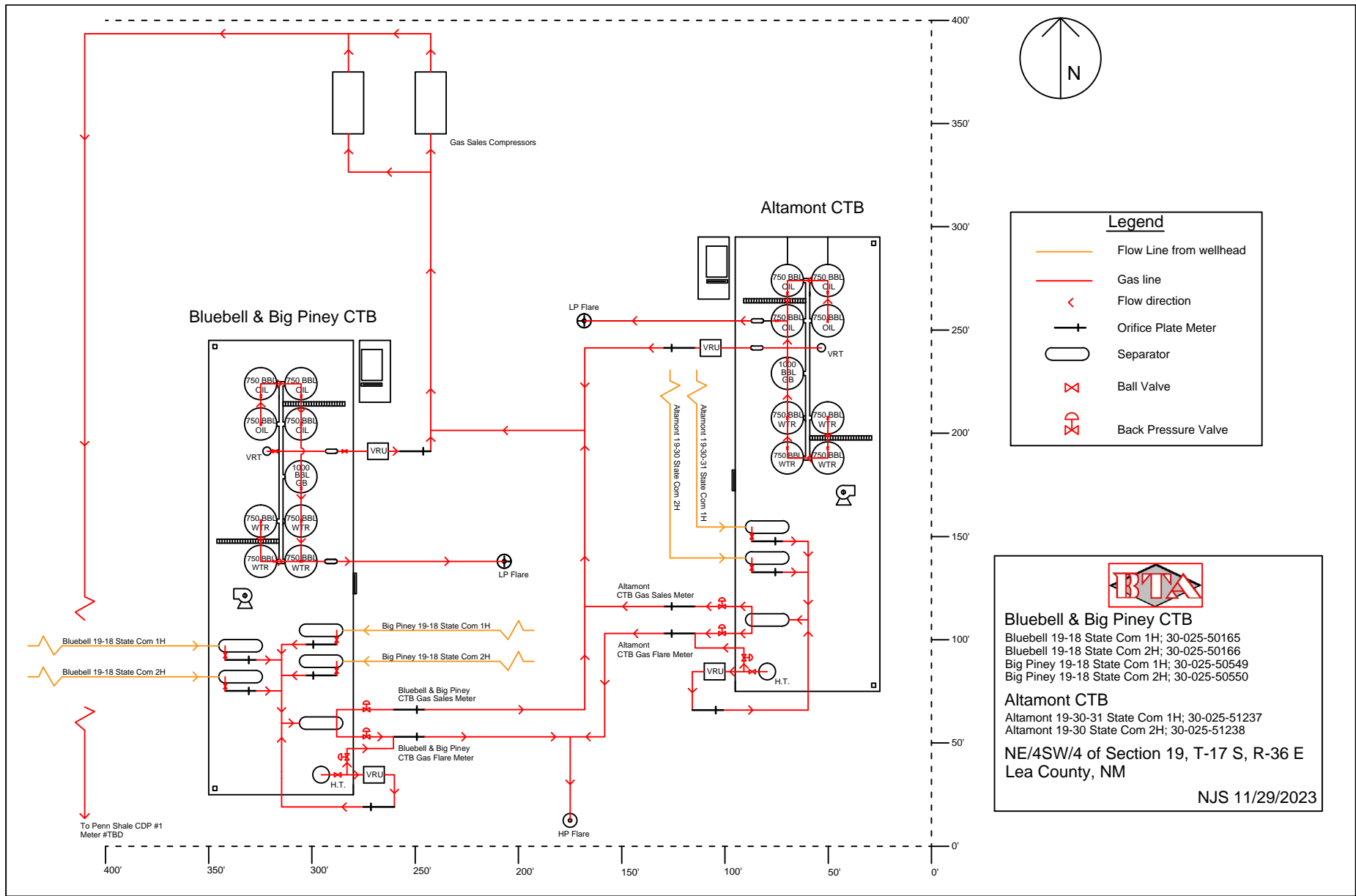
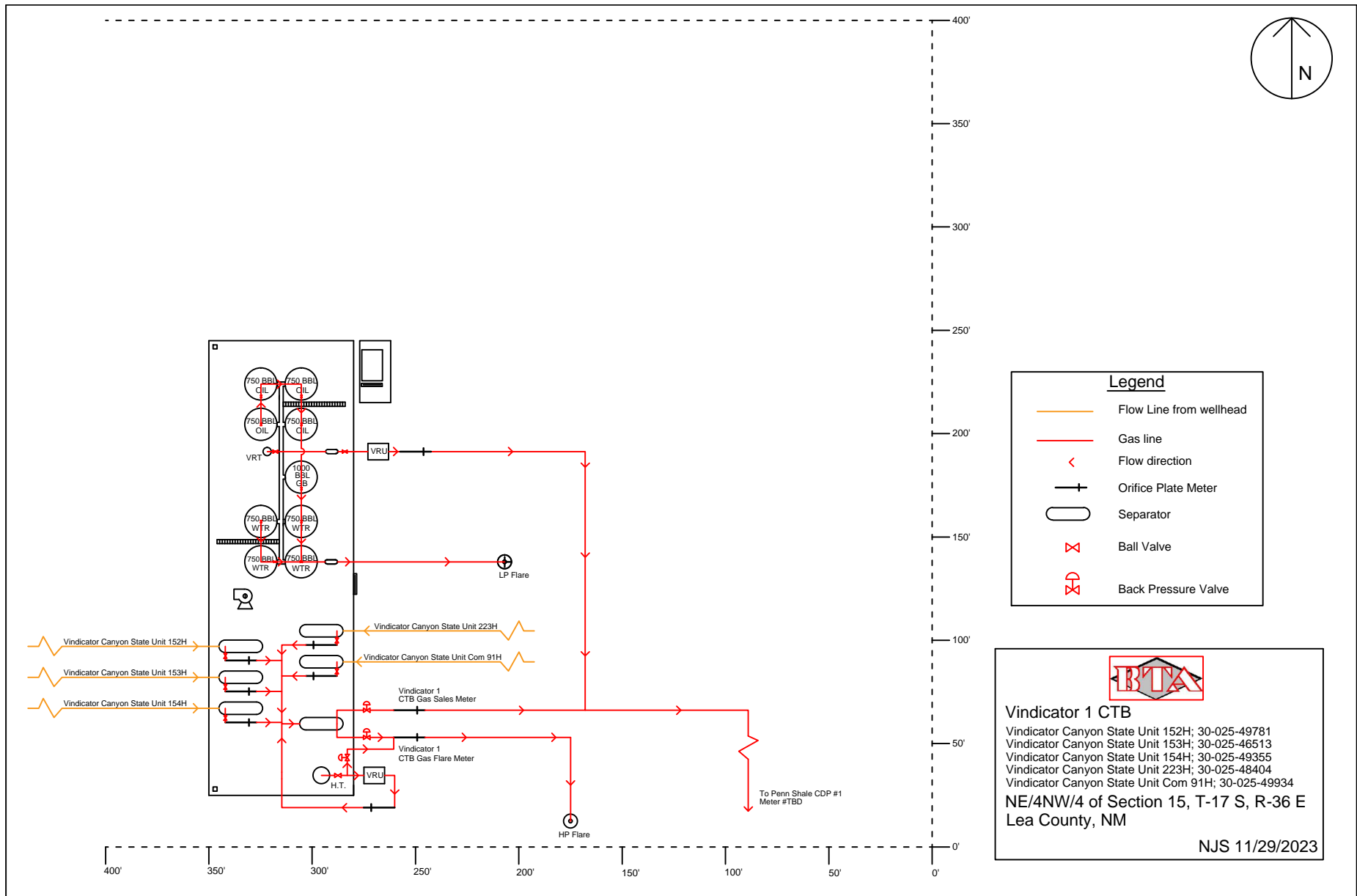
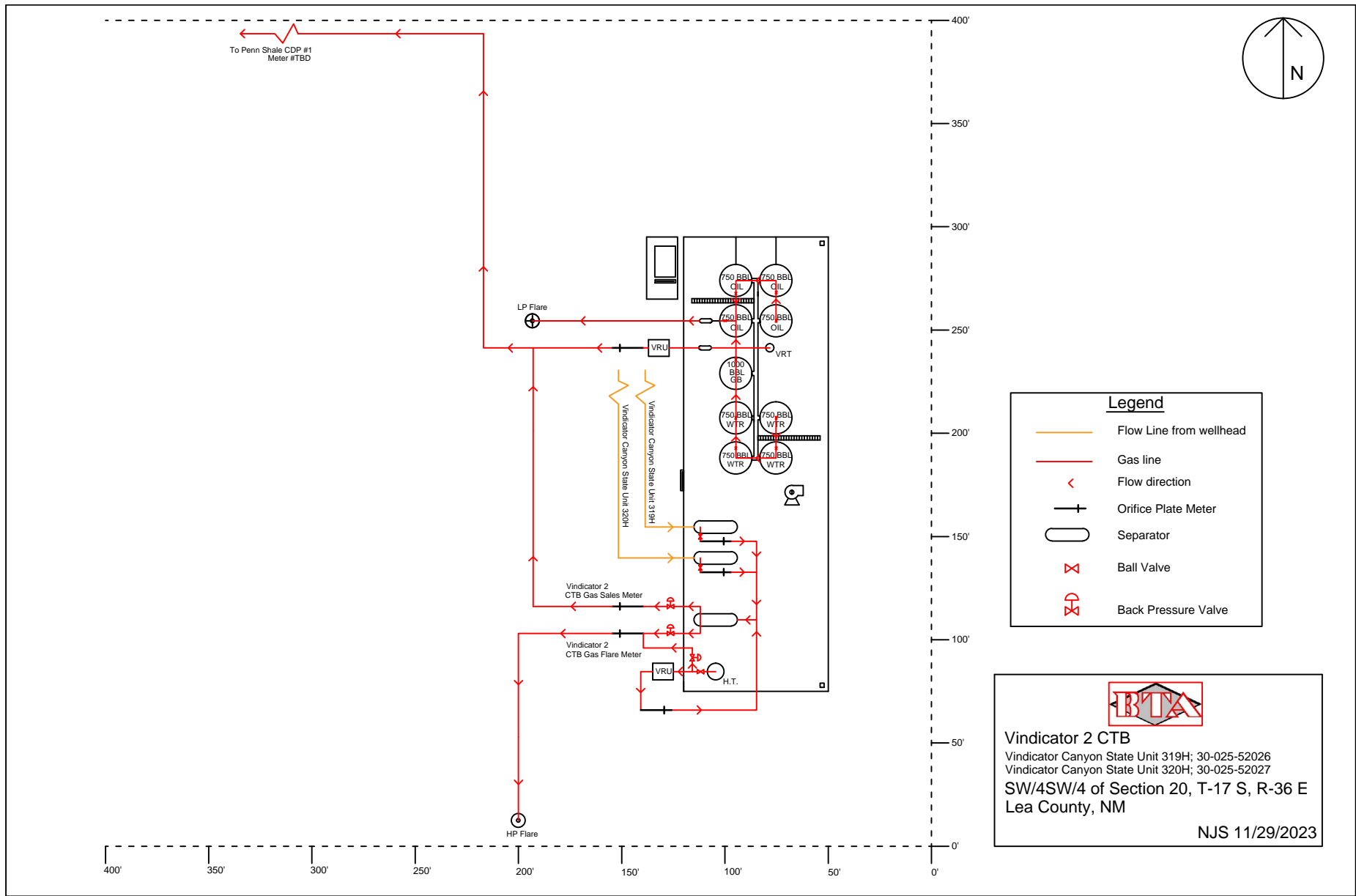
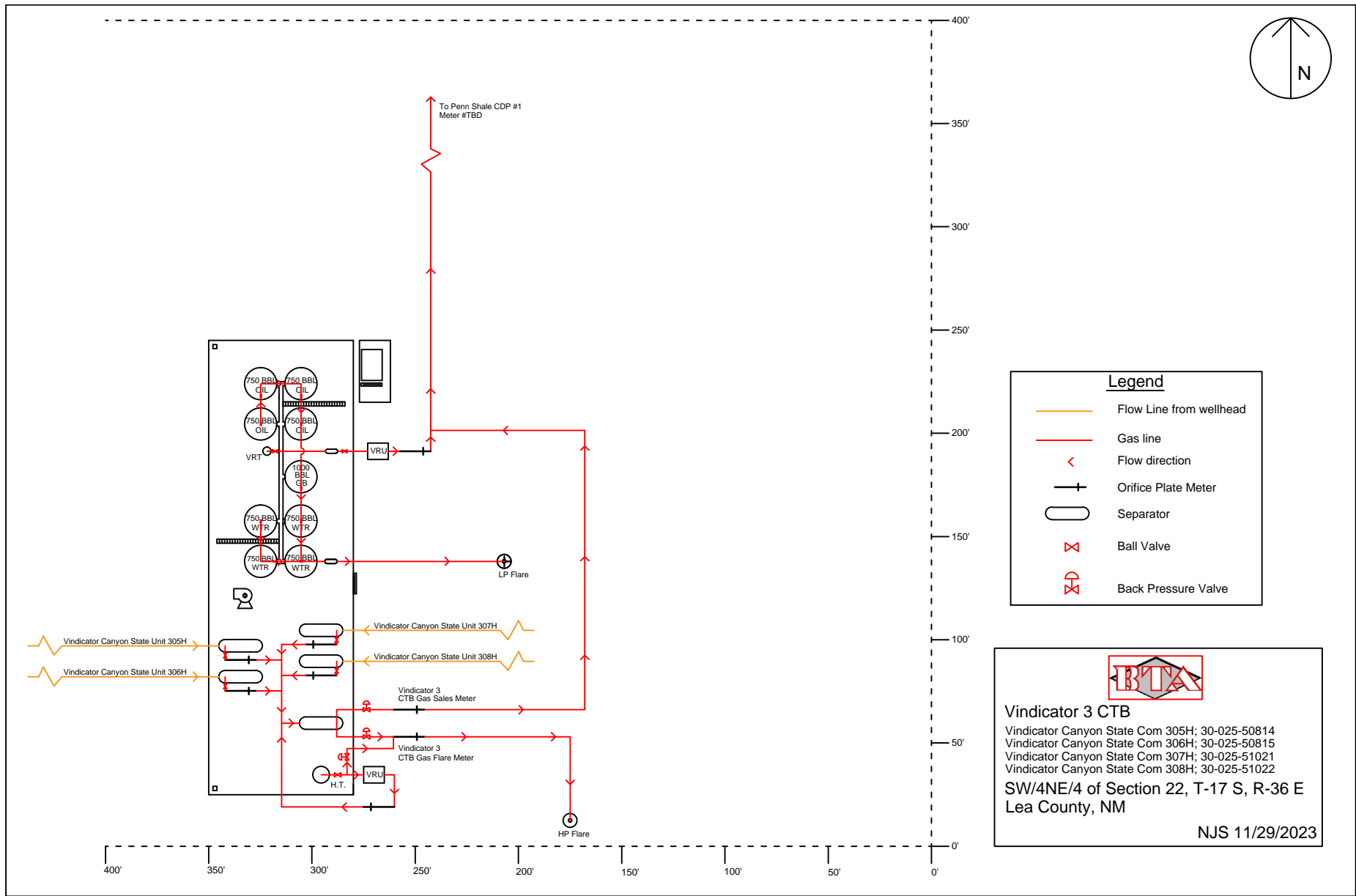


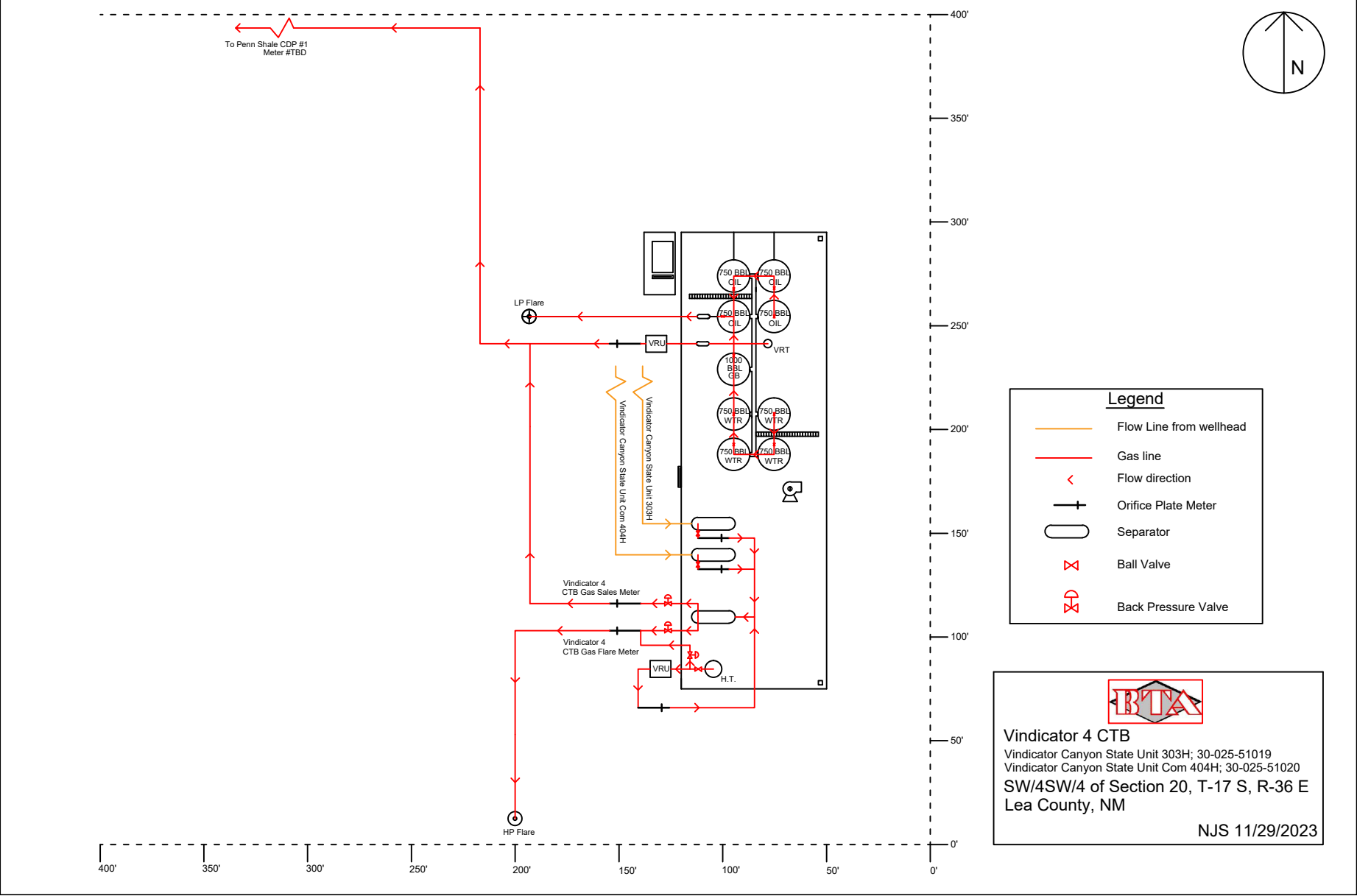
EXHIBIT 1





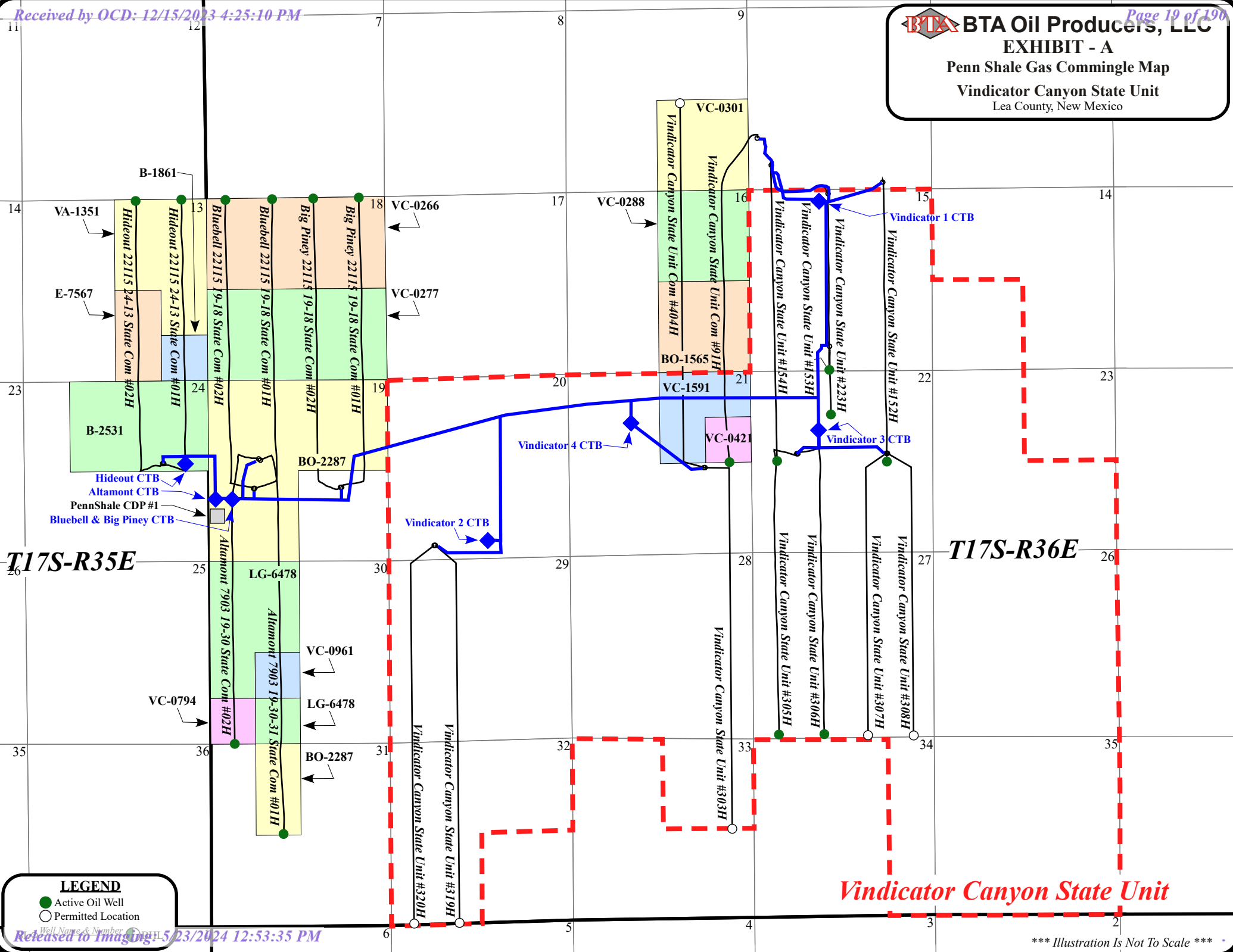








BTA Oil Producers, LLC
EXHIBIT - A
Penn Shale Gas Commingle Map
Vindicator Canyon State Unit
Lea County, New Mexico



LEGEND
● Active Oil Well
○ Permitted Location
Well Name & Number

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Santa Fe, NM 87505

Form C-102
Revised August 1, 2011
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District Office
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WELL LOCATION AND ACREAGE DEDICATION PLAT

| | | | | | | | | | |
|--|---------------|---|--------------|--|-----------------------|---------------------------|-----------------------|---------------------------------|---------------|
| ¹ API Number | | ² Pool Code | | ³ Pool Name WC025 G09 S173615C; UPPER PENN | | | | | |
| ⁴ Property Code | | ⁵ Property Name HIDEOUT 22115 24-13 STATE COM | | | | | | ⁶ Well Number 01H | |
| ⁷ OGRID No. 260297 | | ⁸ Operator Name BTA OIL PRODUCERS, LLC | | | | | | ⁹ Elevation 3903' | |
| ¹⁰ Surface Location | | | | | | | | | |
| U/L or lot no. H | Section 24 | Township 17S | Range 35E | Lot Idn | Feet from the 2400 | North/South line NORTH | Feet from the 1305 | East/West line EAST | County LEA |
| ¹¹ Bottom Hole Location If Different From Surface | | | | | | | | | |
| U/L or lot no. A | Section 13 | Township 17S | Range 35E | Lot Idn | Feet from the 50 | North/South line NORTH | Feet from the 660 | East/West line EAST | County LEA |
| ¹² Dedicated Acres 240 | | ¹³ Joint or Infill | | ¹⁴ Consolidation Code | | ¹⁵ Order No. | | | |

No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

| | |
|---|---|
| | <p>¹⁷ OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p>Signature: <i>Sammy Hajar</i> Date: 4/17/2023 Printed Name: Sammy Hajar E-mail Address: SHAJAR@BTAOIL.COM</p> |
| | <p>¹⁸ SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>SEPTEMBER 21, 2022 Date of Survey Signature and Seal of Professional Surveyor: <i>Lloyd P. Short</i> LLOYD P. SHORT 21653 Certificate Number</p> |
| | <p>SURFACE HOLE LOCATION 2400' FNL 1305' FEL, SECTION 24 NAD 83, SPCS NM EAST X: 826018.34' / Y: 663630.24' LAT: 32.82091698N / LON: 103.40663777W NAD 27, SPCS NM EAST X: 784839.56' / Y: 663565.90' LAT: 32.82079593N / LON: 103.40614263W</p> |
| | <p>FIRST TAKE POINT 2540' FNL 660' FEL, SECTION 24 NAD 83, SPCS NM EAST X: 826664.72' / Y: 663493.38' LAT: 32.82052527N / LON: 103.40453782W NAD 27, SPCS NM EAST X: 785485.93' / Y: 663429.07' LAT: 32.82040427N / LON: 103.40404275W</p> |
| <p>LAST TAKE POINT 100' FNL 660' FEL, SECTION 13 NAD 83, SPCS NM EAST X: 826588.51' / Y: 671227.38' LAT: 32.84178228N / LON: 103.40456463W NAD 27, SPCS NM EAST X: 785409.94' / Y: 671162.89' LAT: 32.84166146N / LON: 103.40406874W</p> | |
| <p>BOTTOM HOLE LOCATION 50' FNL 660' FEL, SECTION 13 NAD 83, SPCS NM EAST X: 826588.02' / Y: 671227.38' LAT: 32.84191970N / LON: 103.40456481W NAD 27, SPCS NM EAST X: 785409.44' / Y: 671212.89' LAT: 32.84179888N / LON: 103.40406890W</p> | |

Distances/areas relative to NAD 83 Combined Scale Factor: 0.99981955 Convergence Angle: 00°30'16.81000"

☐ Horizontal Spacing Unit

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WELL LOCATION AND ACREAGE DEDICATION PLAT

| | | |
|----------------------------------|---|--|
| ¹ API Number | ² Pool Code | ³ Pool Name WC025 G09 S173615C; UPPER PENN |
| ⁴ Property Code | ⁵ Property Name HIDEOUT 22115 24-13 STATE COM | ⁶ Well Number 02H |
| ⁷ OGRID No. 260297 | ⁸ Operator Name BTA OIL PRODUCERS, LLC | ⁹ Elevation 3903' |

¹⁰ Surface Location

| U/L or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|----------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| G | 24 | 17S | 35E | | 2400 | NORTH | 1335 | EAST | LEA |

¹¹ Bottom Hole Location If Different From Surface

| U/L or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|----------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| B | 13 | 17S | 35E | | 50 | NORTH | 1980 | EAST | LEA |

| | | | |
|--------------------------------------|-------------------------------|----------------------------------|-------------------------|
| ¹² Dedicated Acres 240 | ¹³ Joint or Infill | ¹⁴ Consolidation Code | ¹⁵ Order No. |
|--------------------------------------|-------------------------------|----------------------------------|-------------------------|

No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

| | |
|--|---|
| | ¹⁷ OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. Signature: <i>Sammy Hajar</i> Date: 4/17/2023 Printed Name: Sammy Hajar E-mail Address: SHAJAR@BTAOIL.COM |
| | ¹⁸ SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief. Date of Survey: SEPTEMBER 21, 2022 Signature and Seal of Professional Surveyor: <i>Lloyd P. Short</i> LLOYD P. SHORT 21653 Certificate Number: |
| | SURFACE HOLE LOCATION 2400' FNL 1980' FEL, SECTION 24 NAD 83, SPCS NM EAST X: 825988.34' / Y: 663630.24' LAT: 32.82091770N / LON: 103.40673542W NAD 27, SPCS NM EAST X: 784809.56' / Y: 663565.90' LAT: 32.82079665N / LON: 103.40624027W |
| | FIRST TAKE POINT 2540' FNL 1980' FEL, SECTION 24 NAD 83, SPCS NM EAST X: 825344.72' / Y: 663487.11' LAT: 32.82053982N / LON: 103.40883438W NAD 27, SPCS NM EAST X: 784165.93' / Y: 663422.75' LAT: 32.82041871N / LON: 103.40833919W |

Distances/areas relative to NAD 83 Combined Scale Factor: 0.99981955 Convergence Angle: 00°30'16.81000"

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| ¹ API Number | ² Pool Code | ³ Pool Name WC025 G09 S173615C ; UPPER PENN |
| ⁴ Property Code | ⁵ Property Name BLUEBELL 22115 19-18 STATE COM | ⁶ Well Number 1H |
| ⁷ OGRID No. 260297 | ⁸ Operator Name BTA OIL PRODUCERS, LLC | ⁹ Elevation 3893' |

¹⁰ Surface Location

| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| K | 19 | 17S | 36E | | 2140 | SOUTH | 1350 | WEST | LEA |

¹¹ Bottom Hole Location If Different From Surface

| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| C | 18 | 17S | 36E | | 50 | NORTH | 1980 | WEST | LEA |

| | | | |
|--------------------------------------|-------------------------------|----------------------------------|-------------------------|
| ¹² Dedicated Acres 240 | ¹³ Joint or Infill | ¹⁴ Consolidation Code | ¹⁵ Order No. |
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| | <p>¹⁸ SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>MARCH 11, 2022 Date of Survey</p> <p>Signature and Seal of Professional Surveyor: <i>David W. Myers</i></p> <p>Certificate Number: DAVID W. MYERS 11403</p> |
| | <p>BOTTOM HOLE LOCATION 50' FNL 1980' FWL, SECTION 18 NAD 83, SPCS NM EAST X 829227.87' / Y 671305.83' LAT:32.84193381N / LON:103.39596970W NAD 27, SPCS NM EAST X 788049.28' / Y 671241.43' LAT:32.84181321N / LON:103.39547402W</p> |
| | <p>LAST TAKE POINT 100' FNL 1980' FWL, SECTION 18 NAD 83, SPCS NM EAST X 829228.36' / Y 671255.83' LAT:32.84179639N / LON:103.39596954W NAD 27, SPCS NM EAST X 788049.78' / Y 671191.43' LAT:32.84167579N / LON:103.39547386W</p> |

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| ⁴ Property Code | ⁵ Property Name BLUEBELL 22115 19-18 STATE COM | ⁶ Well Number 2H |
| ⁷ OGRID No. 260297 | ⁸ Operator Name BTA OIL PRODUCERS, LLC | ⁹ Elevation 3893' |

¹⁰ Surface Location

| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| K | 19 | 17S | 36E | | 2140 | SOUTH | 1320 | WEST | LEA |

¹¹ Bottom Hole Location If Different From Surface

| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| D | 18 | 17S | 36E | | 50 | NORTH | 660 | WEST | LEA |

| | | | |
|--------------------------------------|-------------------------------|----------------------------------|-------------------------|
| ¹² Dedicated Acres 240 | ¹³ Joint or Infill | ¹⁴ Consolidation Code | ¹⁵ Order No. |
|--------------------------------------|-------------------------------|----------------------------------|-------------------------|

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| | <p>¹⁸ SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>MARCH 11, 2022 Date of Survey</p> <p>Signature and Seal of Professional Surveyor</p> <p>DAVID W. MYERS PROFESSIONAL SURVEYOR 11403</p> |
| | <p>BOTTOM HOLE LOCATION 50' FNL 660' FWL, SECTION 18 NAD 83, SPCS NM EAST X 827907.97' / Y 671288.88' LAT:32.84191936N / LON:103.40026724W NAD 27, SPCS NM EAST X 786729.39' / Y 671224.44' LAT:32.84179865N / LON:103.39977145W</p> |
| | <p>LAST TAKE POINT 100' FNL 660' FWL, SECTION 18 NAD 83, SPCS NM EAST X 827908.46' / Y 671238.89' LAT:32.84178194N / LON:103.40026707W NAD 27, SPCS NM EAST X 786729.88' / Y 671174.44' LAT:32.84166123N / LON:103.39977129W</p> |
| | <p>KICK OFF POINT / FIRST TAKE POINT 2540' FNL 660' FWL, SECTION 19 NAD 83, SPCS NM EAST X 827984.55' / Y 663517.57' LAT:32.82055978N / LON:103.40024133W NAD 27, SPCS NM EAST X 786805.75' / Y 663453.30' LAT:32.82043889N / LON:103.39974637W</p> |
| <p>SURFACE HOLE LOCATION 2140' FSL 1320' FWL, SECTION 19 NAD 83, SPCS NM EAST X 828650.74' / Y 662904.75' LAT:32.81885940N / LON:103.39809066W NAD 27, SPCS NM EAST X 787471.92' / Y 662640.51' LAT:32.81873855N / LON:103.39759582W</p> | |

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| ¹ API Number | ² Pool Code | ³ Pool Name WC025 G09 S173615C ; UPPER PENN |
| ⁴ Property Code | ⁵ Property Name BIG PINEY 22115 19-18 STATE COM | ⁶ Well Number 1H |
| ⁷ OGRID No. 260297 | ⁸ Operator Name BTA OIL PRODUCERS, LLC | ⁹ Elevation 3880' |

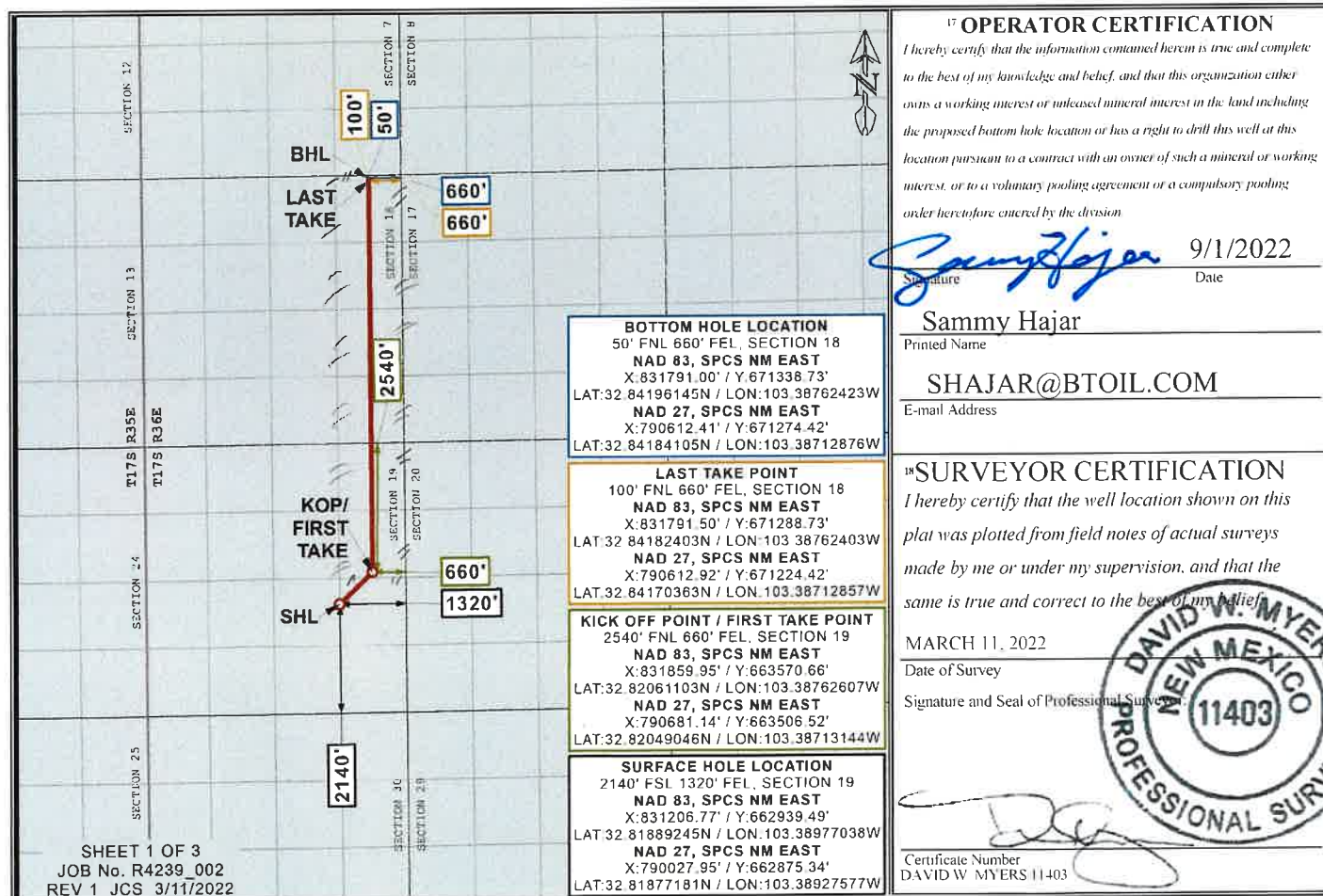
¹⁰ Surface Location

| U/L or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|----------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| J | 19 | 17S | 36E | | 2140 | SOUTH | 1320 | EAST | LEA |

¹¹ Bottom Hole Location If Different From Surface

| U/L or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|--------------------------------------|-------------------------------|----------------------------------|-------------------------|---------|---------------|------------------|---------------|----------------|--------|
| A | 18 | 17S | 36E | | 50 | NORTH | 660 | EAST | LEA |
| ¹² Dedicated Acres 240 | ¹³ Joint or Infill | ¹⁴ Consolidation Code | ¹⁵ Order No. | | | | | | |

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| ⁷ OGRID No. 260297 | | ⁸ Operator Name BTA OIL PRODUCERS, LLC | | | | | | ⁹ Elevation 3880' | |
| ¹⁰ Surface Location | | | | | | | | | |
| U/L or lot no. J | Section 19 | Township 17S | Range 36E | Lot Idn | Feet from the 2140 | North/South line SOUTH | Feet from the 1350 | East/West line EAST | County LEA |
| ¹¹ Bottom Hole Location If Different From Surface | | | | | | | | | |
| U/L or lot no. B | Section 18 | Township 17S | Range 36E | Lot Idn | Feet from the 50 | North/South line NORTH | Feet from the 1980 | East/West line EAST | County LEA |
| ¹² Dedicated Acres 240 | | ¹³ Joint or Infill | | ¹⁴ Consolidation Code | | ¹⁵ Order No. | | | |

No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

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| | <p>¹⁸ SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>MARCH 11, 2022 Date of Survey</p> <p>Signature and Seal of Professional Surveyor</p> |
| | <p>BOTTOM HOLE LOCATION 50' FNL 1980' FEL, SECTION 18 NAD 83, SPCS NM EAST X: 830471.10' / Y: 671321.79' LAT: 32 84 194729N / LON: 103.39192176W NAD 27, SPCS NM EAST X: 789292.52' / Y: 671257.43' LAT: 32 84 182678N / LON: 103.39142619W</p> |
| | <p>LAST TAKE POINT 100' FNL 1980' FEL, SECTION 18 NAD 83, SPCS NM EAST X: 830471.61' / Y: 671271.79' LAT: 32 84 180987N / LON: 103.39192156W NAD 27, SPCS NM EAST X: 789293.02' / Y: 671207.43' LAT: 32 84 168936N / LON: 103.39142599W</p> |
| | <p>KICK OFF POINT / FIRST TAKE POINT 2540' FNL 1980' FEL, SECTION 19 NAD 83, SPCS NM EAST X: 830539.88' / Y: 663577.28' LAT: 32 82066162N / LON: 103.39192246W NAD 27, SPCS NM EAST X: 789361.08' / Y: 663513.10' LAT: 32 82054095N / LON: 103.39142772W</p> |
| <p>SURFACE HOLE LOCATION 2140' FSL 1350' FEL, SECTION 19 NAD 83, SPCS NM EAST X: 831176.77' / Y: 662939.49' LAT: 32 81889318N / LON: 103.38986802W NAD 27, SPCS NM EAST X: 789997.95' / Y: 662875.34' LAT: 32 81877254N / LON: 103.38937341W</p> | <p>DAVID W. MYERS NEW MEXICO PROFESSIONAL SURVEYOR 11403</p> |

Distances/areas relative to NAD 83 Combined Scale Factor: 0.99981955 Convergence Angle: 00°30'16.80998"

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District IV
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Phone: (505) 476-3460 Fax: (505) 476-3462

State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, NM 87505

Form C-102 Revised August 1, 2011
Submit one copy to appropriate
District Office

☒ AMENDED REPORT

WELL LOCATION AND ACERAGE DEDICATION PLAT

| | | |
|---|--|---|
| ¹ API Number 30-025-51237 | ² Pool Code | ³ Pool Name WC-025 G-09 S173615C ; UPPER PENN |
| ⁴ Property Code | ⁵ Property Name ALTAMONT 7903 19-30-31 STATE COM | ⁶ Well Number 1H |
| ⁷ OGRID No. 260297 | ⁸ Operator Name BTA OIL PRODUCERS, LLC | ⁹ Elevation 3893' |

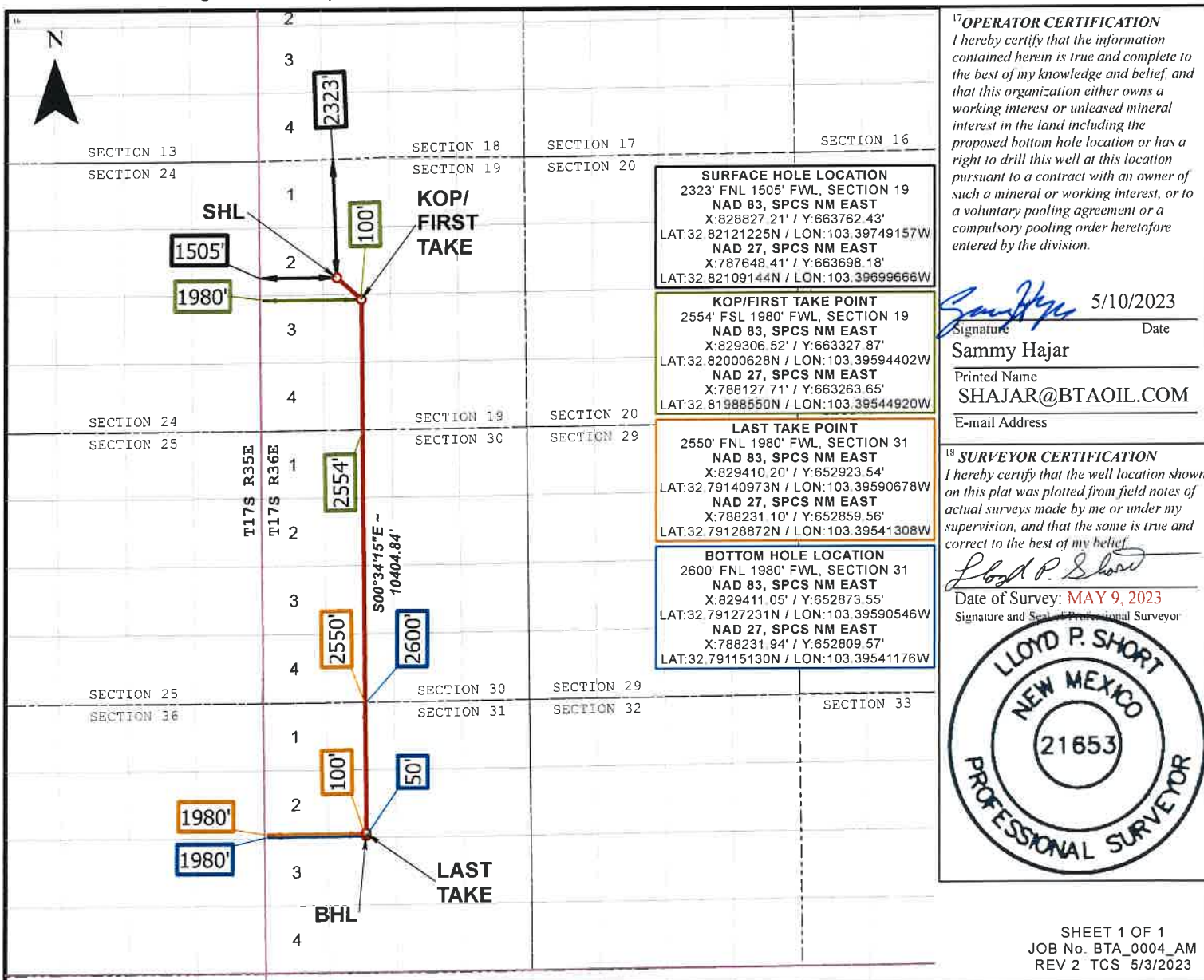
¹⁰ Surface Location

| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| F | 19 | 17S | 36E | | 2323 | North | 1505 | West | LEA |

¹¹ Bottom Hole Location If Different From Surface

| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|--------------------------------------|-------------------------------|----------------------------------|-------------------------|---------|---------------|------------------|---------------|----------------|--------|
| F | 31 | 17S | 36E | | 2600 | North | 1980 | West | LEA |
| ¹² Dedicated Acres 320 | ¹³ Joint or Infill | ¹⁴ Consolidation Code | ¹⁵ Order No. | | | | | | |

No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



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☒ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

| | | |
|---|---|---|
| ¹ API Number 30-025-51238 | ² Pool Code | ³ Pool Name WC-025 G-09 S173615C ; UPPER PENN |
| ⁴ Property Code | ⁵ Property Name ALTAMONT 7903 19-30 STATE COM | ⁶ Well Number 2H |
| ⁷ OGRID No. 260297 | ⁸ Operator Name BTA OIL PRODUCERS, LLC | ⁹ Elevation 3893' |

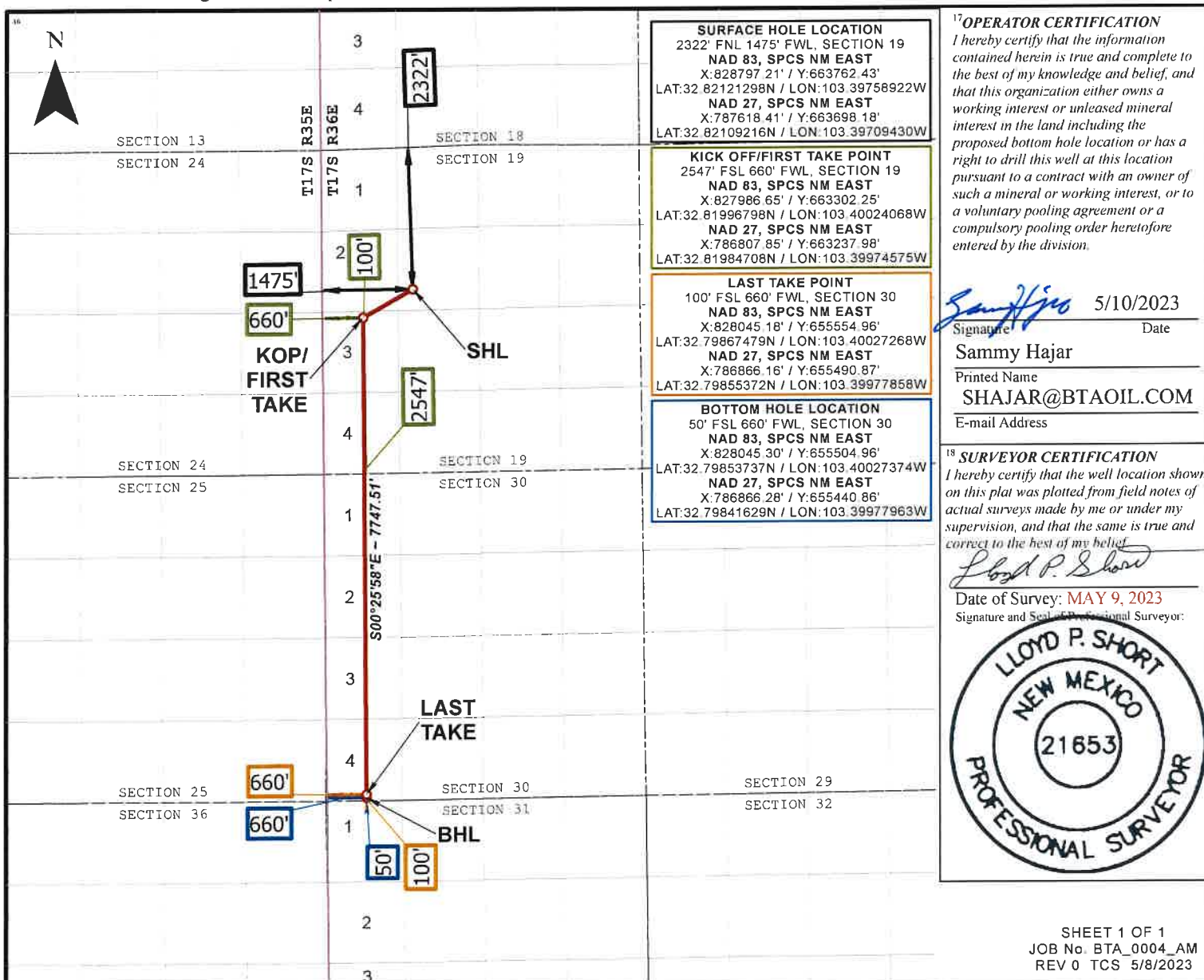
¹⁰ Surface Location

| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| F | 19 | 17S | 36E | | 2322 | North | 1475 | West | LEA |

¹¹ Bottom Hole Location If Different From Surface

| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---|-------------------------------|----------------------------------|-------------------------|---------|---------------|------------------|---------------|----------------|--------|
| L 4 | 30 | 17S | 36E | | 50 | South | 660 | West | LEA |
| ¹² Dedicated Acres 224.59 | ¹³ Joint or Infill | ¹⁴ Consolidation Code | ¹⁵ Order No. | | | | | | |

No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



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State of New Mexico
Energy, Minerals and Natural
Resources

Oil Conservation Division

1220 S. St Francis Dr.

Santa Fe, NM 87505

Change of Operator

Form C-145
Revised May 19, 2017

Permit 326569

Previous Operator InformationOGRID: 231429Name: MANZANO LLCAddress: P.O. Box 1737City, State, Zip: Roswell, NM 88202**New Operator Information**Effective
Date:Effective on the date of approval by the OCDOGRID: 260297Name: BTA OIL PRODUCERS, LLCAddress: 104 S PecosCity, State, Zip: Midland, TX 79701

I hereby certify that the rules of the Oil Conservation Division ("OCD") have been complied with and that the information on this form and the certified list of wells is true to the best of my knowledge and belief.

Additionally, by signing below, BTA OIL PRODUCERS, LLC certifies that it has read and understands the following synopsis of applicable rules.

PREVIOUS OPERATOR certifies that all below-grade tanks constructed and installed prior to June 16, 2008 associated with the selected wells being transferred are either (1) in compliance with 19.15.17 NMAC, (2) have been closed pursuant to 19.15.17.13 NMAC or (3) have been retrofitted to comply with Paragraphs 1 through 4 of 19.15.17.11(i) NMAC.

BTA OIL PRODUCERS, LLC understands that the OCD's approval of this operator change:

1. constitutes approval of the transfer of the permit for any permitted pit, below-grade tank or closed-loop system associated with the selected wells; and
2. constitutes approval of the transfer of any below-grade tanks constructed and installed prior to June 16, 2008 associated with the selected wells, regardless of whether the transferor has disclosed the existence of those below-grade tanks to the transferee or to the OCD, and regardless of whether the below-grade tanks are in compliance with 19.15.17 NMAC.

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<https://wwwapps.emnrd.nm.gov/OCD/OCDPermitting/Report/C145>**As the operator of record of wells in New Mexico, BTA OIL PRODUCERS, LLC agrees to the following statements:**

1. Initials YR I am responsible for ensuring that the wells and related facilities comply with applicable statutes and rules, and am responsible for all regulatory filings with the OCD. I am responsible for knowing all applicable statutes and rules, not just the rules referenced in this list. I understand that the OCD's rules are available on the OCD website under "Rules," and that the Water Quality Control Commission rules are available on the OCD website on the "Publications" page.
2. Initials YR I understand that if I acquire wells from another operator, the OCD must approve the operator change before I begin operating those wells. See Subsection B of 19.15.9.9 NMAC. I understand that if I acquire wells or facilities subject to a compliance order addressing inactive wells or environmental cleanup, before the OCD will approve the operator change it may require me to enter into an enforceable agreement to return those wells to compliance. See Paragraph (2) of Subsection C of 19.15.9.9 NMAC.
3. Initials YR I must file a monthly C-115 report showing production for each non-plugged well completion for which the OCD has approved an allowable and authorization to transport, and injection for each injection well. See 19.15.7.24 NMAC. I understand that the OCD may cancel my authority to transport from or inject into all the wells I operate if I fail to file C-115 reports. See Subsection C of 19.15.7.24 NMAC.
4. Initials YR I understand that New Mexico requires wells that have been inactive for certain time periods to be plugged or placed in approved temporary abandonment. See 19.15.25.8 NMAC. I understand the requirements for plugging and approved temporary abandonment in 19.15.25 NMAC. I understand that I can check my compliance with the basic requirements of 19.15.25.8 NMAC by using the "Inactive Well List" on OCD's website.
5. Initials YR I must keep current with financial assurances for well plugging. I understand that New Mexico requires each state or fee well that has been inactive for more than two years and has not been plugged and released to be covered by a single-well financial assurance or a "blanket plugging financial assurance for wells in temporarily abandoned statuses", even if the well is also covered by a blanket financial assurance and even if the well is on approved temporary abandonment status. See Subsection C of 19.15.8.9 NMAC. I understand that I can check my compliance with the financial assurance requirement by using the "Inactive Well Additional Financial Assurance Report" on the OCD's website.
6. Initials YR I am responsible for reporting and remediating releases pursuant to 19.15.29 NMAC. I understand the OCD will look to me as the operator of record to take corrective action for releases at my wells and related facilities, including releases that occurred before I became operator of record. I am responsible for conducting my own due diligence for any releases that have occurred prior to becoming operator of my wells and related facilities and am responsible for any open releases or unreported releases.
7. Initials YR I have read 19.15.5.9 NMAC, commonly known as "Part 5.9," and understand that to be in compliance with its requirements I must have the appropriate financial assurances in place, comply with orders requiring corrective action, pay penalties assessed by the courts or agreed to by me in a settlement agreement, and not have too many wells out of compliance with the inactive well rule (19.15.25.8 NMAC). If I am in violation of Part 5.9, I may not be allowed to drill, acquire or produce any additional wells, and will not be able to obtain any new injection permits. See 19.15.16.19 NMAC, 19.15.26.8 NMAC, 19.15.9.9 NMAC and 19.15.14.10 NMAC. If I am in violation of Part 5.9 the OCD may, after notice and hearing, revoke my existing injection permits and seek other relief. See 19.15.26.8 NMAC and 19.15.5.10 NMAC.
8. Initials YR For injection wells, I understand that I must report injection on my monthly C-115 report and must operate my wells in compliance with 19.15.26 NMAC and the terms of my injection permit. I understand that I must conduct mechanical integrity tests on my injection wells at least once every five years. See 19.15.26.11 NMAC. I understand that when there is a continuous one-year period of non-injection into all wells in an injection or storage project or into a saltwater disposal well or special purpose injection well, authority for that injection automatically terminates. See 19.15.26.12 NMAC. I understand that if I transfer operation of an injection well to another operator, the OCD must approve the transfer of authority to inject, and the OCD may require me to demonstrate the well's mechanical integrity prior to approving that transfer. See 19.15.26.15 NMAC.
9. Initials YR I am responsible for providing the OCD with my current address of record and emergency contact information, and I am responsible for updating that information when it changes. See Subsection C of 19.15.9.8 NMAC. I understand that I can update that information on the OCD's website under "Electronic Permitting."
10. Initials YR If I transfer well operations to another operator, the OCD must approve the change before the new operator can begin operations. See Subsection B of 19.15.9.9 NMAC. I remain responsible for the wells and related facilities and all related regulatory filings until the OCD approves the operator change. I understand that the transfer will not relieve me of responsibility or liability for any act or omission which occurred while I operated the wells and related facilities.
11. Initials YR No person with an interest exceeding 25% in the undersigned company is, or was within the last 5 years, an officer, director, partner or person with a 25% or greater interest in another entity that is not currently in compliance with Subsection A of 19.15.5.9 NMAC.
12. Initials YR NMOC Rule Subsection E and F of 19.15.16.8 NMAC: An operator shall have 90 days from the effective date of an operator name change to change the operator name on the well sign unless the division grants an extension time, for good cause shown, along with a schedule for making the changes. Each sign shall show the (1) well number, (2) property name, (3) operator's name, (4) location by footage, quarter-quarter section, township and range (or unit letter can be substituted for the quarter-quarter section), and (5) API number.

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<https://wwwapps.enr.state.nm.gov/OCD/OCDPermitting/Report/143>

I hereby certify I understand the above. The statements I have made are true and correct and a condition precedent to the Oil Conservation Division accepting this Change of Operator.

Previous Operator

Signature:

Michael G. HansenPrinted
Name:MICHAEL G HANSEN

Title:

Manager

Date:

10/11/22 Phone: 575-623-1496**New Operator**

Signature:

Katy ReddellPrinted
Name:KATY REDDELL

Title:

Regulatory Analyst

Date:

10/11/22 Phone: 432-682-3753

Permit 326569

NMOCD ApprovalElectronic Signature(s): Rob Jackson, District 1Date: October 13, 2022

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State of New Mexico
Energy, Minerals and Natural Resources
Oil Conservation Division
1220 S. St Francis Dr.
Santa Fe, NM 87505

Wells Selected for Transfer

Permit 326569

6 Wells Selected for Transfer

| | | | |
|-------|------------------------|--------|--------|
| From: | MANZANO LLC | OGRID: | 231429 |
| To: | BTA OIL PRODUCERS, LLC | OGRID: | 260297 |

OCD District Hobbs (6 Wells selected.)

| Property | Well | Lease Type | ULSTR | OCD Unit | API | Pool ID | Pool Name | Well Type |
|----------|------------------------------------|------------|--------------|----------|--------------|---------|-----------|-----------|
| 333404 | BODACIOUS STATE COM #091H | S | L-10-17S-36E | L | 30-025-49934 | | | O |
| 333406 | SHOE BAR STATE #001 | S | N-15-17S-35E | N | 30-025-29992 | | | O |
| 333408 | VINDICATOR CANYON STATE UNIT #152H | S | O-10-17S-36E | O | 30-025-49781 | | | O |
| | VINDICATOR CANYON STATE UNIT #153H | S | C-15-17S-36E | C | 30-025-46513 | | | O |
| | VINDICATOR CANYON STATE UNIT #154H | S | M-10-17S-36E | M | 30-025-49355 | | | O |
| | VINDICATOR CANYON STATE UNIT #223H | S | N-15-17S-36E | N | 30-025-48404 | | | O |

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State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-102
Revised August 1, 2011

Submit one copy to appropriate
District Office

OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, New Mexico 87505

WELL LOCATION AND ACREAGE DEDICATION PLAT

☐ AMENDED REPORT

| | | |
|-----------------------------------|--|--|
| API Number 30-025-49781 | Pool Code 98333 | Pool Name WC-025 G-09 S173615C; UPPER PENN |
| Property Code 330293 | Property Name VINDICATOR CANYON STATE UNIT | Well Number 152H |
| OGRID No. 231429 | Operator Name MANZANO LLC | Elevation 3848' |

Surface Location

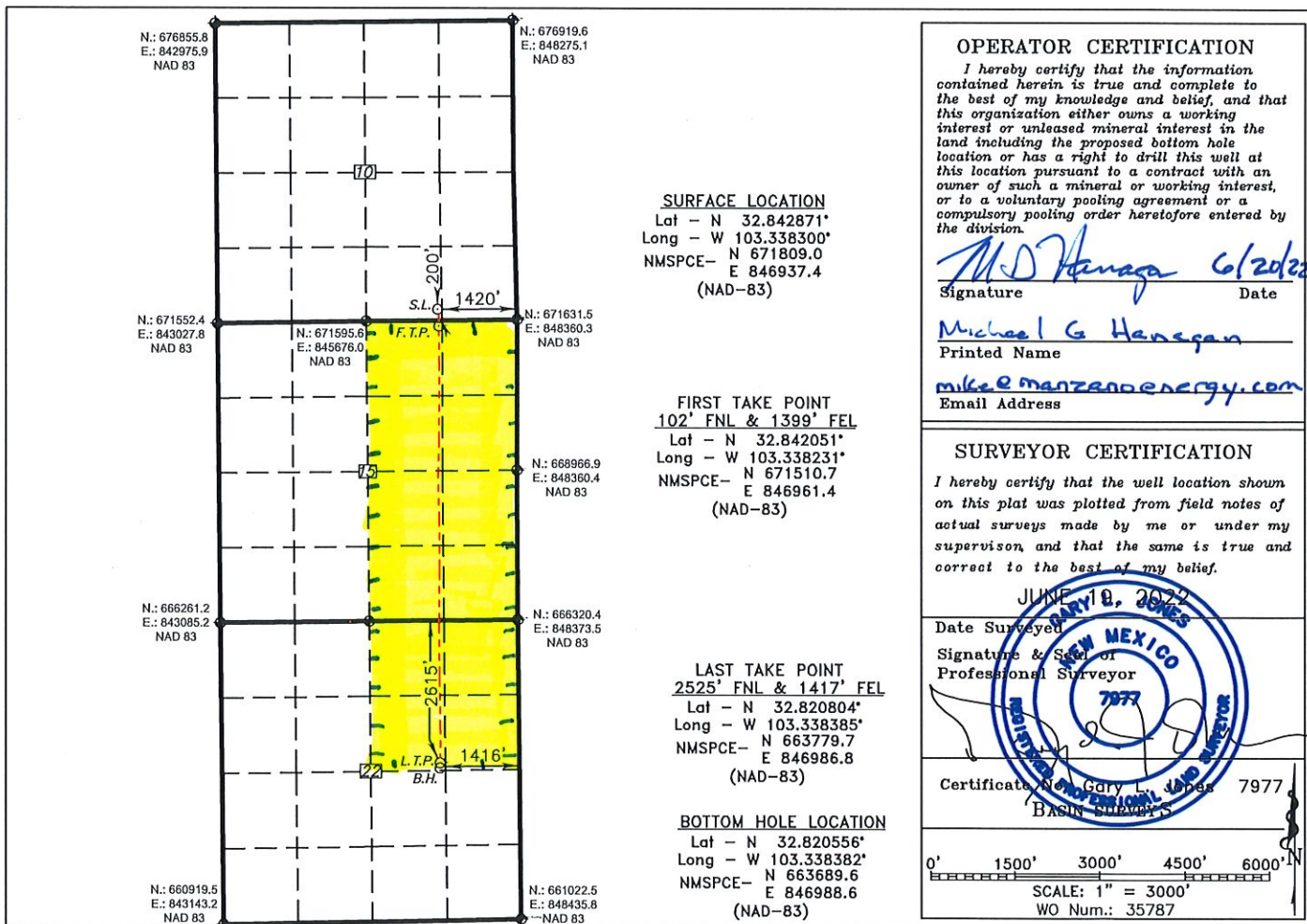
| UL or lot No. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| 0 | 10 | 17 S | 36 E | | 200 | SOUTH | 1420 | EAST | LEA |

Bottom Hole Location If Different From Surface

| UL or lot No. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| G | 22 | 17 S | 36 E | | 2615 | NORTH | 1416 | EAST | LEA |

| | | | |
|-------------------------------|-----------------|---------------------------------------|--|
| Dedicated Acres 480 | Joint or Infill | Consolidation Code UNITIZED | Order No. R-21572 VINDICATOR CANYON State Unit |
|-------------------------------|-----------------|---------------------------------------|--|

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION



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WELL LOCATION AND ACREAGE DEDICATION PLAT

☐ AMENDED REPORT

| | | |
|----------------------------|---|---|
| API Number 30-025-46513 | Pool Code 98333 | Pool Name WC-025 G-09 S172315C; UPPER PENN |
| Property Code 326332 | Property Name VINDICATOR CANYON STATE UNIT | Well Number 153H |
| OGRID No. 231429 | Operator Name MANZANO LLC | Elevation 3853' |

Surface Location

| UL or lot No. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| C | 15 | 17 S | 36 E | | 100 | NORTH | 2295 | WEST | LEA |

Bottom Hole Location If Different From Surface

| UL or lot No. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| N | 15 | 17 S | 36 E | | 82 | SOUTH | 2278 | WEST | LEA |

| | | | |
|------------------------|-----------------|--------------------|-----------|
| Dedicated Acres 160 | Joint or Infill | Consolidation Code | Order No. |
|------------------------|-----------------|--------------------|-----------|

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OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

| | |
|--|--|
| <p>N.: 671552.4 E.: 843027.8 NAD 83</p> <p>2295'</p> <p>N.: 671574.0 E.: 844351.9 NAD 83</p> <p>S.L.</p> <p>F.T.P.</p> <p>N.: 671595.6 E.: 845676.0 NAD 83</p> <p>N.: 671550.8 E.: 848313.7 NAD 83</p> <p>SURFACE LOCATION Lat - N 32.842018° Long - W 103.343572° NMSPCE- N 671489.8 E 845323.6 (NAD-83)</p> <p>FIRST TAKE POINT 423 FNL & 2290 FWL Lat - N 32.841147° Long - W 103.343578° NMSPCE- N 671166.2 E 845321.9 (NAD-83)</p> <p>LAST TAKE POINT 115 FSL & 2277 FWL Lat - N 32.828050° Long - W 103.343597° NMSPCE- N 666401.3 E 845361.0 (NAD-83)</p> <p>PROPOSED BOTTOM HOLE LOCATION Lat - N 32.827961° Long - W 103.343594° NMSPCE- N 666368.4 E 845362.3 (NAD-83)</p> <p>N.: 666261.2 E.: 843085.2 NAD 83</p> <p>N.: 666276.0 E.: 844410.1 NAD 83</p> <p>L.T.P. B.H.</p> <p>N.: 666290.8 E.: 845734.9 NAD 83</p> <p>N.: 666265.8 E.: 848367.2 NAD 83</p> <p>2278'</p> | <p>OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Mike Hanagan</i> 2/25/20 Signature Date MIKE HANAGAN Printed Name mike@manzanoenergy.com Email Address</p> <p>SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>OCTOBER 16 2019 Date Surveyed Signature & Seal of Professional Surveyor Gary L. Jones 7977 Certificate No. Gary L. Jones 7977 BASIC SURVEYOR</p> <p>0' 500' 1000' 1500' 2000' SCALE: 1" = 1000' WO Num.: 35052</p> |
|--|--|

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WELL LOCATION AND ACREAGE DEDICATION PLAT

☐ AMENDED REPORT

| | | | |
|-----------------------------------|--|---------------------------|--|
| API Number 30-025-49355 | | Pool Code 98333 | Pool Name WC-025-G-09 S173615C; UPPER PENN |
| Property Code 330293 | Property Name VINDICATOR CANYON STATE UNIT | | Well Number 154H |
| OGRID No. 231429 | Operator Name MANZANO LLC | | Elevation 3858' |

Surface Location

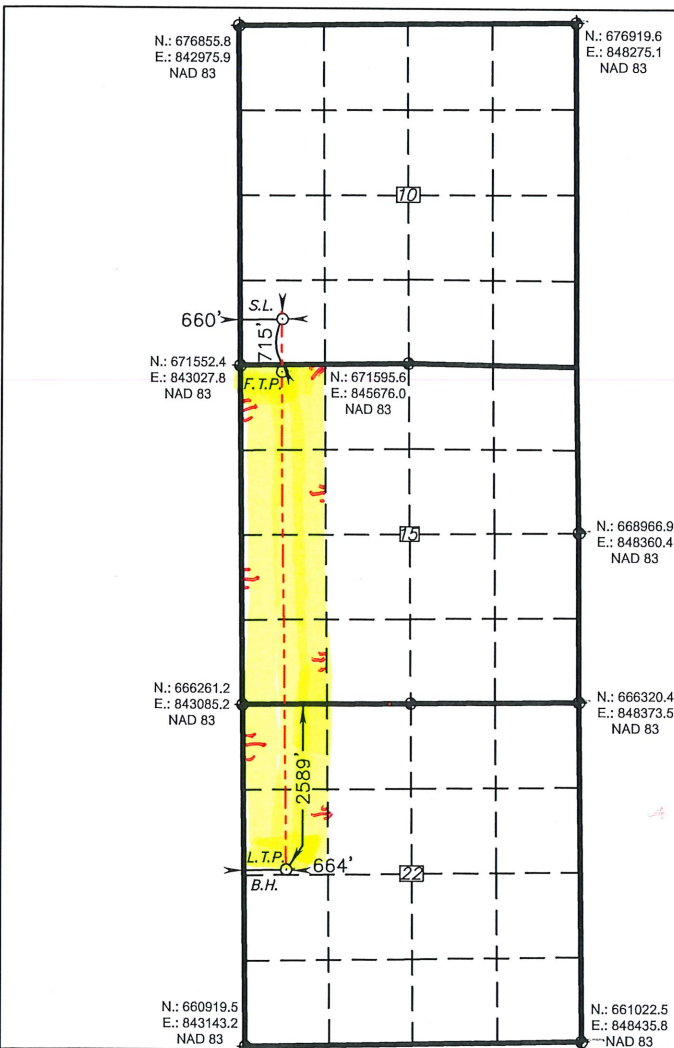
| UL or lot No. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| M | 10 | 17 S | 36 E | | 715 | SOUTH | 660 | WEST | LEA |

Bottom Hole Location If Different From Surface

| UL or lot No. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| E | 22 | 17 S | 36 E | | 2589 | NORTH | 664 | WEST | LEA |

| | | | | |
|-------------------------------|-----------------|---------------------------------------|-----------------------------|-------------------------------------|
| Dedicated Acres 240 | Joint or Infill | Consolidation Code UNITIZED | Order No. R-21572 | Vindicator Canyon State Unit |
|-------------------------------|-----------------|---------------------------------------|-----------------------------|-------------------------------------|

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION



SURFACE LOCATION
Lat - N 32.844244°
Long - W 103.348888°
NMSPCE- N 672278.0
E 843680.7
(NAD-83)

FIRST TAKE POINT
108' FNL & 650' FWL
Lat - N 32.841983°
Long - W 103.348919°
NMSPCE- N 671455.3
E 843678.8
(NAD-83)

LAST TAKE POINT
2581' FNL & 664' FWL
Lat - N 32.820634°
Long - W 103.348836°
NMSPCE- N 663679.8
E 843776.7
(NAD-83)

BOTTOM HOLE LOCATION
Lat - N 32.820612°
Long - W 103.348836°
NMSPCE- N 663679.8
E 843776.9
(NAD-83)

OPERATOR CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

Mike Hanagan 1/13/22
Signature Date

MIKE HANAGAN
Printed Name

mike@manzanoenergy.com
Email Address

SURVEYOR CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

JANUARY 13, 2022

Date Surveyed
Signature & Seal of
Professional Surveyor

Certificate No. **7977**
BASIN SURVEYS

0' 1500' 3000' 4500' 6000'
SCALE: 1" = 3000'
WO Num.: 35551

DISTRICT I

1625 N. French Dr., Hobbs, NM 88240
Phone (505) 393-6161 Fax: (505) 393-0720

DISTRICT II

811 S. First St., Artesia, NM 88210
Phone (505) 748-1283 Fax: (505) 748-0720

DISTRICT III

1000 Rio Brazos Rd., Aztec, NM 87410
Phone (505) 334-8178 Fax: (505) 334-8170

DISTRICT IV

1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone (505) 476-3460 Fax: (505) 476-3462State of New Mexico
Energy, Minerals and Natural Resources Department

OIL CONSERVATION DIVISION

1220 South St. Francis Dr.
Santa Fe, New Mexico 87505

Form C-102

Revised August 1, 2011

Submit one copy to appropriate
District Office

WELL LOCATION AND ACREAGE DEDICATION PLAT

☐ AMENDED REPORT

| | | |
|-----------------------------------|--|--|
| API Number 30-025-48404 | Pool Code 98333 | Pool Name WC-025 G-09 S173615C; UPPER PENN |
| Property Code 329688 | Property Name VINDICATOR CANYON STATE UNIT | Well Number 223H |
| OGRID No. 231429 | Operator Name MANZANO LLC | Elevation 3849' |

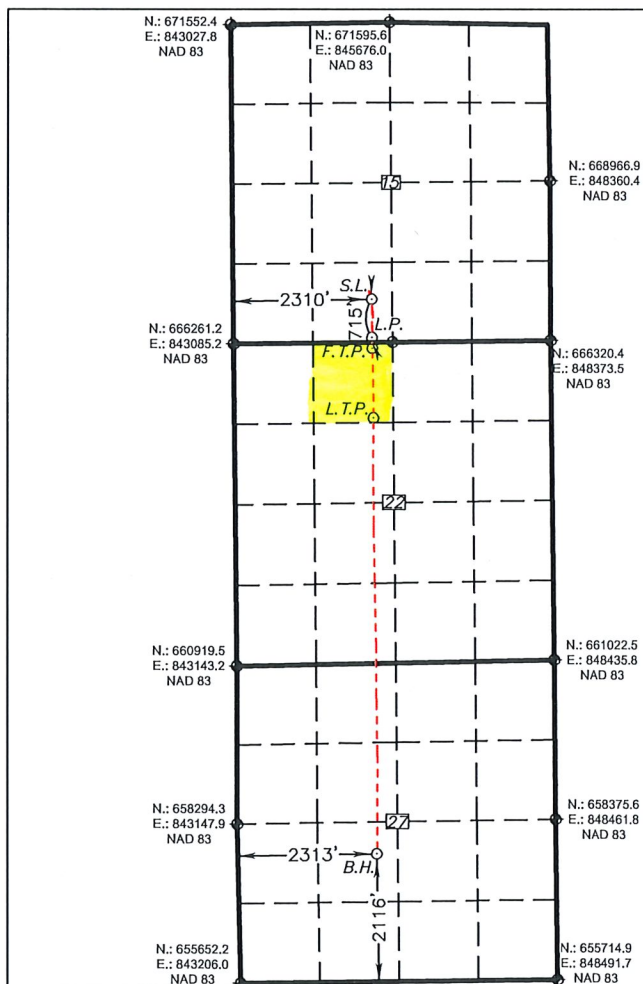
Surface Location

| UL or lot No. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| N | 15 | 17 S | 36 E | | 715 | SOUTH | 2310 | WEST | LEA |

Bottom Hole Location If Different From Surface

| UL or lot No. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|------------------------------|-----------------|--------------------|-----------|---------|---------------|------------------|---------------|----------------|--------|
| K | 27 | 17 S | 36 E | | 2116 | SOUTH | 2313 | WEST | LEA |
| Dedicated Acres 40 | Joint or Infill | Consolidation Code | Order No. | | | | | | |

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION



SURFACE LOCATION

Lat - N 32.829701'
Long - W 103.343493'
NMSPCE- N 667002.1
E 845387.3
(NAD-83)

LANDING POINT

77' FSL & 2304' FWL
Lat - N 32.827947'
Long - W 103.343509'
NMSPCE- N 666320.4
E 845388.4
(NAD-83)

FIRST TAKE POINT

104' FNL & 2308' FWL
Lat - N 32.827450'
Long - W 103.343497'
NMSPCE- N 666183.0
E 845393.8
(NAD-83)

LAST TAKE POINT

1259' FNL & 2314' FWL
Lat - N 32.824275'
Long - W 103.343472'
NMSPCE- N 665028.1
E 845412.3
(NAD-83)

BOTTOM HOLE LOCATION

Lat - N 32.804397'
Long - W 103.343497'
NMSPCE- N 657795.5
E 845472.1
(NAD-83)

OPERATOR CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

Mike Hanagan 7/11/21

Signature Date

Mike Hanagan

Printed Name

mike@manzanoeenergy.com

Email Address

SURVEYOR CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

JUNE 20, 2021

Date Surveyed

Signature & Seal of Professional Surveyor

7977

Certificate No. 7977

BASIN SURVEY

Scale: 1" = 3000'

WO Num.: 35414

Scale: 1" = 3000'

WO Num.: 35414

Scale: 1" = 3000'

WO Num.: 35414

Scale: 1" = 3000'

WO Num.: 35414

DISTRICT I1625 N. French Dr., Hobbs, NM 88240
Phone (575) 393-6161 Fax: (575) 393-0720**DISTRICT II**811 S. First St., Artesia, NM 88210
Phone (575) 748-1283 Fax: (575) 748-9720**DISTRICT III**1000 Rio Brazos Rd., Aztec, NM 87410
Phone (505) 334-8178 Fax: (505) 334-6170**DISTRICT IV**1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone (505) 476-3460 Fax: (505) 476-3462State of New Mexico
Energy, Minerals and Natural Resources Department**OIL CONSERVATION DIVISION**1220 South St. Francis Dr.
Santa Fe, New Mexico 87505

Form C-102

Revised August 1, 2011

Submit one copy to appropriate
District Office**WELL LOCATION AND ACREAGE DEDICATION PLAT**☒ AMENDED REPORT

| | | | |
|----------------------------|---|--------------------|---|
| API Number 30-025-49934 | | Pool Code 98333 | Pool Name WC025 G09 S173615C; UPPER PENN |
| Property Code | Property Name VINDICATOR CANYON STATE UNIT COM | | Well Number 91H |
| OGRID No. 260297 | Operator Name MANZANO LLC | | Elevation 3859' |

Surface Location

| UL or lot No. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| L | 10 | 17 S | 36 E | | 1500 | SOUTH | 260 | WEST | LEA |

Bottom Hole Location If Different From Surface

| UL or lot No. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| H | 21 | 17 S | 36 E | | 2600 | NORTH | 725 | EAST | LEA |

| Dedicated Acres | Joint or Infill | Consolidation Code | Order No. |
|-----------------|-----------------|--------------------|-----------|
| 280 | | | |

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

OPERATOR CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

Sammy Hajar 11/13/2023
Signature Date

Sammy Hajar
Printed Name
SHAJAR@BTAOIL.COM
Email Address

SURVEYOR CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

AUGUST 15, 2022
Date Surveyed

[Signature]
Signature & Seal of Professional Surveyor

Certificate No. 7977
BASIN SURVEYS

0' 1500' 3000' 4500' 6000'
SCALE: 1" = 3000'
WO Num.: 35845

SURFACE LOCATION

Lat - N 32.846394°
Long - W 103.350191°
NMSPCE- N 673056.5
E 843273.1
(NAD-83)

FIRST TAKE POINT
628' FSL & 628' FEL
Lat - N 32.843972°
Long - W 103.353080°
NMSPCE- N 672167.0
E 842394.2
(NAD-83)

LAST TAKE POINT
2530' FNL & 730' FEL
Lat - N 32.820762°
Long - W 103.353373°
NMSPCE- N 663721.3
E 842382.4
(NAD-83)

BOTTOM HOLE LOCATION

Lat - N 32.820568°
Long - W 103.353354°
NMSPCE- N 663650.8
E 842388.9
(NAD-83)

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State of New Mexico
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OIL CONSERVATION DIVISION
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Santa Fe, NM 87505

Form C-102 Revised August 1, 2011
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District Office

☒ AMENDED REPORT

WELL LOCATION AND ACERAGE DEDICATION PLAT

| | | |
|---|--|--|
| ¹ API Number 30-025-51019 | ² Pool Code 98333 | ³ Pool Name WC025 G09 S173615C; UPPER PENN |
| ⁴ Property Code 333408 | ⁵ Property Name VINDICATOR CANYON STATE UNIT | ⁶ Well Number 303H |
| ⁷ OGRID No. 260297 | ⁸ Operator Name BTA OIL PRODUCERS, LLC | ⁹ Elevation 3857' |

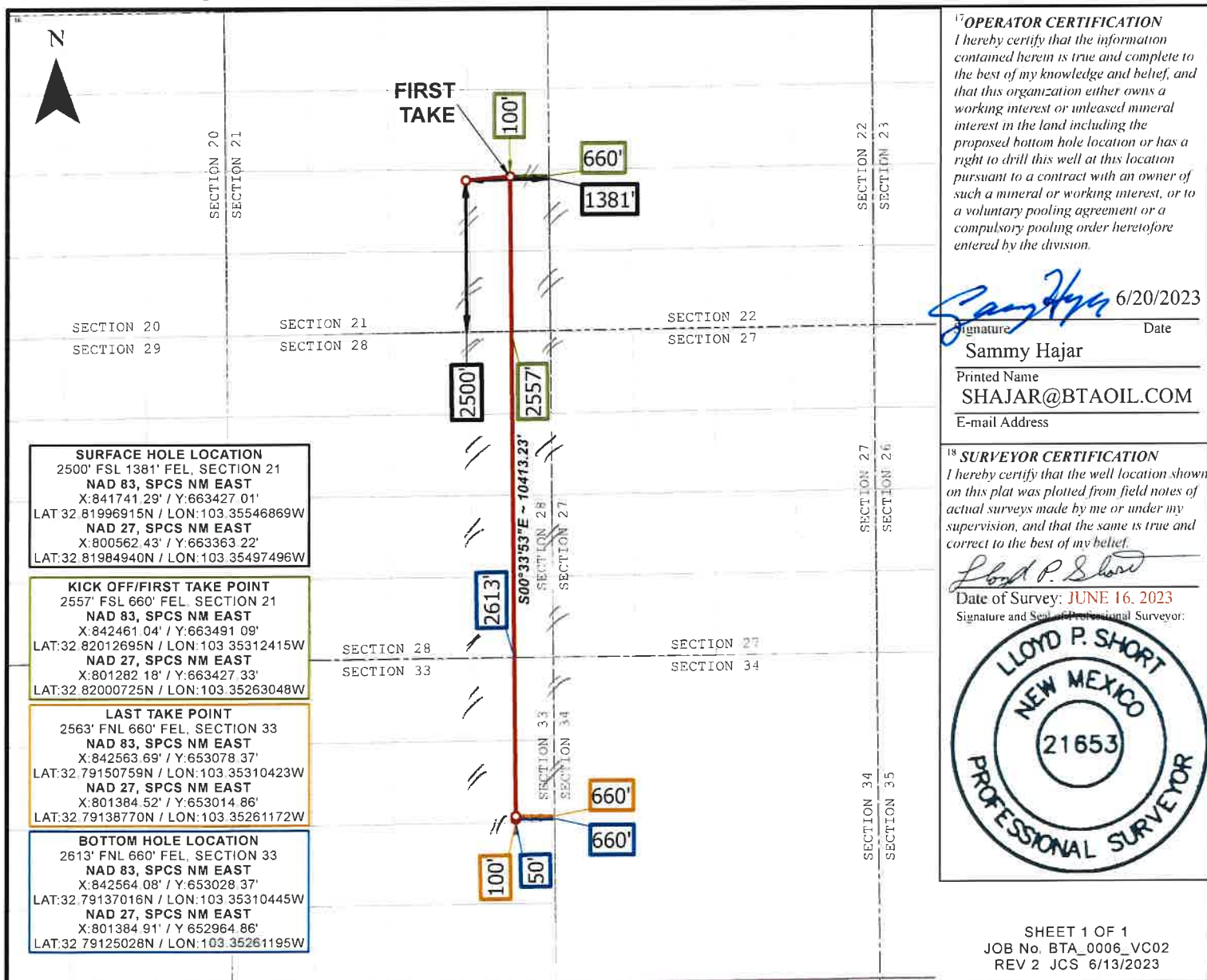
¹⁰ Surface Location

| | | | | | | | | | |
|--------------------|---------------|-----------------|--------------|---------|-----------------------|---------------------------|-----------------------|------------------------|---------------|
| UL or lot no. J | Section 21 | Township 17S | Range 36E | Lot Idn | Feet from the 2500 | North/South line South | Feet from the 1381 | East/West line East | County LEA |
|--------------------|---------------|-----------------|--------------|---------|-----------------------|---------------------------|-----------------------|------------------------|---------------|

¹¹ Bottom Hole Location If Different From Surface

| | | | | | | | | | |
|--------------------------------------|-------------------------------|----------------------------------|-------------------------|---------|-----------------------|---------------------------|----------------------|------------------------|---------------|
| UL or lot no. H | Section 33 | Township 17S | Range 36E | Lot Idn | Feet from the 2613 | North/South line North | Feet from the 660 | East/West line East | County LEA |
| ¹² Dedicated Acres 320 | ¹³ Joint or Infill | ¹⁴ Consolidation Code | ¹⁵ Order No. | | | | | | |

No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



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Form C-102 Revised August 1, 2011
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☒ AMENDED REPORT

WELL LOCATION AND ACERAGE DEDICATION PLAT

| | | |
|---|--|--|
| ¹ API Number 30-025-51020 | ² Pool Code 98333 | ³ Pool Name WC025 G09 S173615C; UPPER PENN |
| ⁴ Property Code 333408 | ⁵ Property Name VINDICATOR CANYON STATE UNIT COM | ⁶ Well Number 404H |
| ⁷ OGRID No. 260297 | ⁸ Operator Name BTA OIL PRODUCERS, LLC | ⁹ Elevation 3857' |

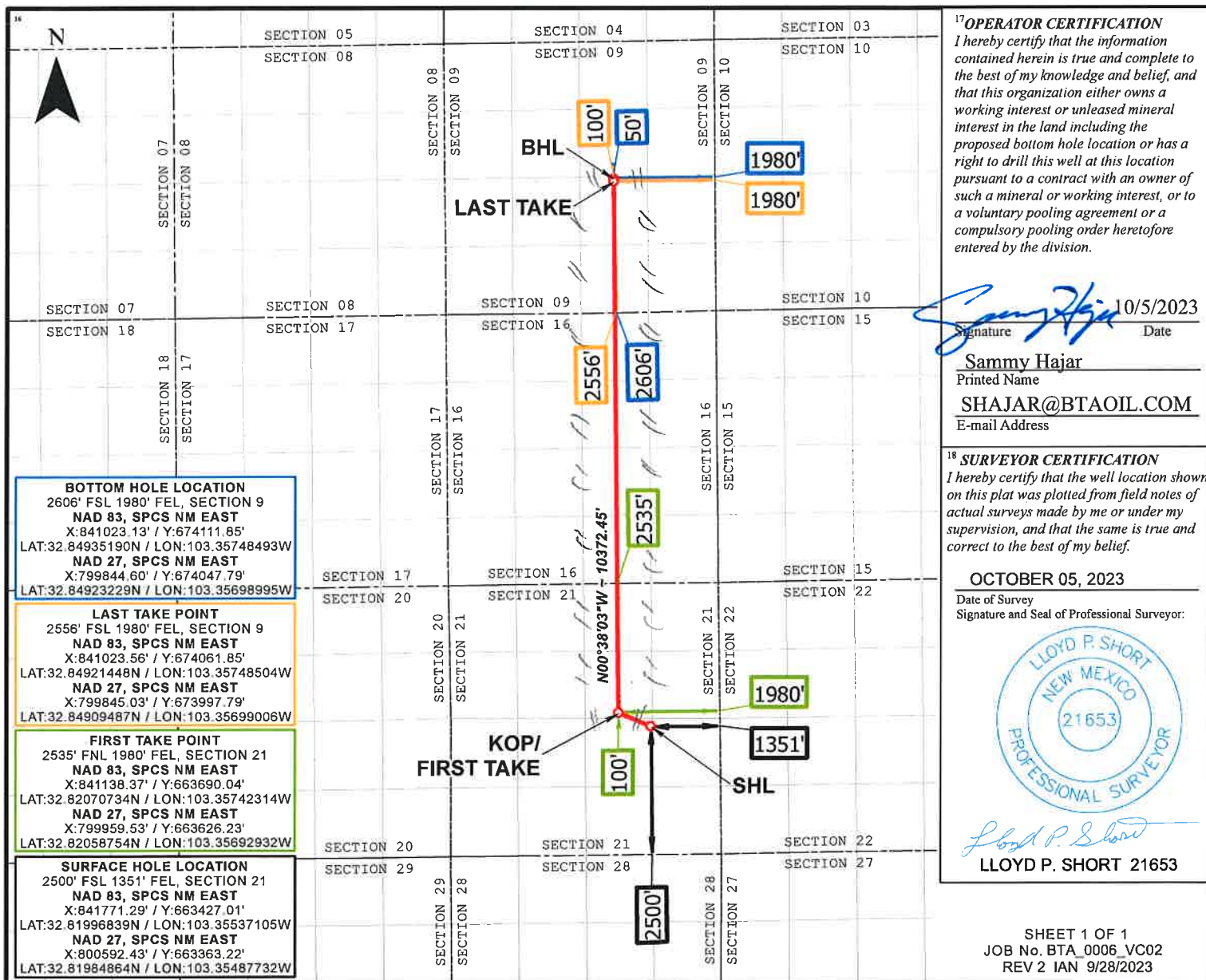
¹⁰ Surface Location

| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| J | 21 | 17S | 36E | | 2500 | South | 1351 | East | LEA |

¹¹ Bottom Hole Location If Different From Surface

| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|--------------------------------------|-------------------------------|----------------------------------|-------------------------|---------|---------------|------------------|---------------|----------------|--------|
| J | 9 | 17S | 36E | | 2606 | South | 1980 | East | LEA |
| ¹² Dedicated Acres 320 | ¹³ Joint or Infill | ¹⁴ Consolidation Code | ¹⁵ Order No. | | | | | | |

No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



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WELL LOCATION AND ACREAGE DEDICATION PLAT

| | | |
|----------------------------------|--|---|
| ¹ API Number | ² Pool Code | ³ Pool Name WC025 G09 S173615C ; UPPER PENN |
| ⁴ Property Code | ⁵ Property Name VINDICATOR CANYON STATE UNIT | ⁶ Well Number 305H |
| ⁷ OGRID No. 260297 | ⁸ Operator Name BTA OIL PRODUCERS, LLC | ⁹ Elevation 3846' |

¹⁰ Surface Location

| U/L or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|----------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| E | 22 | 17S | 36E | | 2400 | NORTH | 1320 | WEST | LEA |

¹¹ Bottom Hole Location If Different From Surface

| U/L or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|----------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| M | 27 | 17S | 36E | | 50 | SOUTH | 660 | WEST | LEA |

| | | | |
|--------------------------------------|-------------------------------|----------------------------------|-------------------------|
| ¹² Dedicated Acres 240 | ¹³ Joint or Infill | ¹⁴ Consolidation Code | ¹⁵ Order No. |
|--------------------------------------|-------------------------------|----------------------------------|-------------------------|

No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

| | |
|--|--|
| | <p>¹⁷ OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Sammy Hajar</i> 11/22/22 Signature Date</p> <p>Sammy Hajar Printed Name</p> <p>SHAJAR@BTAOIL.COM E-mail Address</p> |
| | <p>¹⁸ SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>NOVEMBER 21, 2022 Date of Survey</p> <p>Signature and Seal of Professional Surveyor</p> <p><i>David W. Myers</i> Certificate Number DAVID W. MYERS 11403</p> |
| | <p>SHEET 1 OF 1 JOB No. BTA_0006_VC01 REV 0 BJM 11/11/2022</p> |
| | <p>Distances/areas relative to NAD 83 Combined Scale Factor: 0.99981955 Convergence Angle: 0°30'16.810000"</p> |

District I
1625 N French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
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WELL LOCATION AND ACREAGE DEDICATION PLAT

| | | | | | |
|--|---------------|--|--------------|---|----------------------------------|
| ¹ API Number | | ² Pool Code | | ³ Pool Name WC025 G09 S173615C ; UPPER PENN | |
| ⁴ Property Code | | ⁵ Property Name VINDICATOR CANYON STATE UNIT | | | ⁶ Well Number 306H |
| ⁷ OGRID No. 260297 | | ⁸ Operator Name BTA OIL PRODUCERS, LLC | | | ⁹ Elevation 3846' |
| ¹⁰ Surface Location | | | | | |
| UL or lot no. F | Section 22 | Township 17S | Range 36E | Lot Idn | Feet from the 2400 |
| | | | | | North/South line NORTH |
| | | | | | Feet from the 1350 |
| | | | | | East/West line WEST |
| | | | | | County LEA |
| ¹¹ Bottom Hole Location If Different From Surface | | | | | |
| UL or lot no. N | Section 27 | Township 17S | Range 36E | Lot Idn | Feet from the 50 |
| | | | | | North/South line SOUTH |
| | | | | | Feet from the 1980 |
| | | | | | East/West line WEST |
| | | | | | County LEA |
| ¹² Dedicated Acres 240 | | ¹³ Joint or Infill | | ¹⁴ Consolidation Code | |
| | | | | ¹⁵ Order No. | |

No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

| | |
|--|---|
| | <p>17 OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p>Signature: <i>Sammy Hajar</i> Date: 11/22/22</p> <p>Printed Name: SHAJAR@BTAOIL.COM</p> <p>E-mail Address:</p> |
| | <p>18 SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>Date of Survey: NOVEMBER 21, 2022</p> <p>Signature and Seal of Professional Surveyor: <i>David W. Myers</i></p> <p>Certificate Number: DAVID W. MYERS 11403</p> |
| | <p>SURFACE HOLE LOCATION 2400' FNL 1350' FWL, SECTION 22 NAD 83, SPCS NM EAST X:844466.41' / Y:663864.19' LAT:32.82110103N / LON:103.34658582W NAD 27, SPCS NM EAST X:803287.56' / Y:663800.49' LAT:32.82098151N / LON:103.34609228W</p> |
| | <p>FIRST TAKE POINT 2540' FSL 1980' FWL, SECTION 22 NAD 83, SPCS NM EAST X:845100.96' / Y:663514.02' LAT:32.82012239N / LON:103.34453115W NAD 27, SPCS NM EAST X:803922.09' / Y:663450.35' LAT:32.82000291N / LON:103.34403770W</p> |
| <p>LAST TAKE POINT 100' FSL 1980' FWL, SECTION 27 NAD 83, SPCS NM EAST X:845181.12' / Y:655771.19' LAT:32.79884117N / LON:103.34450594W NAD 27, SPCS NM EAST X:804002.02' / Y:655707.71' LAT:32.79872155N / LON:103.34401337W</p> | <p>BOTTOM HOLE LOCATION 50' FSL 1980' FWL, SECTION 27 NAD 83, SPCS NM EAST X:845182.22' / Y:655721.20' LAT:32.79870375N / LON:103.34450388W NAD 27, SPCS NM EAST X:804003.12' / Y:655657.72' LAT:32.79858414N / LON:103.3440132W</p> |

Distances/areas relative to NAD 83 Combined Scale Factor: 0.99981955 Convergence Angle: 0°30'16.810000"

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WELL LOCATION AND ACREAGE DEDICATION PLAT

| | | | | | | | | | |
|--|-------------------------------|--|--------------|--|-----------------------|---------------------------|-----------------------|----------------------------------|---------------|
| ¹ API Number | | ² Pool Code | | ³ Pool Name WC025 G09 S173615C; UPPER PENN | | | | | |
| ⁴ Property Code | | ⁵ Property Name VINDICATOR CANYON STATE UNIT | | | | | | ⁶ Well Number 307H | |
| ⁷ OGRID No. 260297 | | ⁸ Operator Name BTA OIL PRODUCERS, LLC | | | | | | ⁹ Elevation 3893' | |
| ¹⁰ Surface Location | | | | | | | | | |
| UL or lot no. G | Section 22 | Township 17S | Range 36E | Lot Idn | Feet from the 2400 | North/South line NORTH | Feet from the 1350 | East/West line EAST | County LEA |
| ¹¹ Bottom Hole Location If Different From Surface | | | | | | | | | |
| UL or lot no. O | Section 27 | Township 17S | Range 36E | Lot Idn | Feet from the 50 | North/South line SOUTH | Feet from the 1980 | East/West line EAST | County LEA |
| ¹² Dedicated Acres 240 | ¹³ Joint or Infill | ¹⁴ Consolidation Code | | ¹⁵ Order No. | | | | | |

No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

| | |
|--|---|
| | <p>¹⁷ OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Sammy Hajar</i> 1/26/2023 Signature Date</p> <p>Sammy Hajar Printed Name</p> <p>SHAJAR@BTAOIL.COM E-mail Address</p> |
| | <p>¹⁸ SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>DECEMBER 15, 2022 Date of Survey</p> <p><i>Lloyd P. Short</i> Signature and Seal of Professional Surveyor</p> <p>LLOYD P. SHORT 21653 Certificate Number</p> |
| | <p>SURFACE HOLE LOCATION 2400' FNL 1350' FEL, SECTION 22 NAD 83, SPCS NM EAST X: 847055.49' / Y: 663903.06' LAT: 32.82114114N / LON: 103.33815775W NAD 27, SPCS NM EAST X: 805876.62' / Y: 663839.45' LAT: 32.82102183N / LON: 103.33766443W</p> |
| | <p>FIRST TAKE POINT 2540' FSL 1980' FEL, SECTION 22 NAD 83, SPCS NM EAST X: 846428.91' / Y: 663532.23' LAT: 32.82013822N / LON: 103.34020844W NAD 27, SPCS NM EAST X: 805250.04' / Y: 663468.60' LAT: 32.82001885N / LON: 103.33971511W</p> |
| <p>LAST TAKE POINT 100' FSL 1980' FEL, SECTION 27 NAD 83, SPCS NM EAST X: 846507.30' / Y: 655786.96' LAT: 32.79895034N / LON: 103.34019012W NAD 27, SPCS NM EAST X: 805328.18' / Y: 655723.52' LAT: 32.79873085N / LON: 103.33969768W</p> | <p>BOTTOM HOLE LOCATION 50' FSL 1980' FEL, SECTION 27 NAD 83, SPCS NM EAST X: 846507.79' / Y: 655736.96' LAT: 32.79871293N / LON: 103.34019003W NAD 27, SPCS NM EAST X: 805328.68' / Y: 655673.52' LAT: 32.79859343N / LON: 103.33969759W</p> |

SHEET 1 OF 1
JOB No. BTA_0006_VN
REV 1 JCS 11/22/2022

Distances/areas relative to NAD 83 Combined Scale Factor: 0.99981955 Convergence Angle: 0°30'16.810000"

☐ Horizontal Spacing Unit

District I

1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720

District II

811 S. First St., Artesia, NM 88210
Phone: (575) 748-1283 Fax: (575) 748-9720

District III

1000 Rio Brazos Road, Aztec, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170

District IV

1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, NM 87505

Form C-102

Revised August 1, 2011

Submit one copy to appropriate

District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

| | | |
|----------------------------------|--|--|
| ¹ API Number | ² Pool Code | ³ Pool Name WC025 G09 S173615C; UPPER PENN |
| ⁴ Property Code | ⁵ Property Name VINDICATOR CANYON STATE UNIT | ⁶ Well Number 308H |
| ⁷ OGRID No. 260297 | ⁸ Operator Name BTA OIL PRODUCERS, LLC | ⁹ Elevation 3893' |

¹⁰ Surface Location

| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| H | 22 | 17S | 36E | | 2400 | NORTH | 1320 | EAST | LEA |

¹¹ Bottom Hole Location If Different From Surface

| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| P | 27 | 17S | 36E | | 50 | SOUTH | 660 | EAST | LEA |

| | | | |
|--------------------------------------|-------------------------------|----------------------------------|-------------------------|
| ¹² Dedicated Acres 240 | ¹³ Joint or Infill | ¹⁴ Consolidation Code | ¹⁵ Order No. |
|--------------------------------------|-------------------------------|----------------------------------|-------------------------|

No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

¹⁷ OPERATOR CERTIFICATION
I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

Signature: *Sammy Hajar* Date: 1/26/2023
Printed Name: Sammy Hajar
E-mail Address: SHAJAR@BTAOIL.COM

¹⁸ SURVEYOR CERTIFICATION
I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

DECEMBER 15, 2022
Date of Survey
Signature and Seal of Professional Surveyor: *Lloyd P. Short*
Certificate Number: LLOYD P. SHORT 21653

Distances/areas relative to NAD 83 Combined Scale Factor: 0.99981955 Convergence Angle: 0°30'16.810000"

☐ Horizontal Spacing Unit

District I
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District III
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Phone: (505) 334-6178 Fax: (505) 334-6170

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Phone: (505) 476-3460 Fax: (505) 476-3462

State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, NM 87505

Form C-102 Revised August 1, 2011
Submit one copy to appropriate
District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

| | | |
|----------------------------------|--|--|
| ¹ API Number | ² Pool Code | ³ Pool Name WC025 G09 S173615C; UPPER PENN |
| ⁴ Property Code | ⁵ Property Name VINDICATOR CANYON STATE UNIT | ⁶ Well Number 319H |
| ⁷ OGRID No. 260297 | ⁸ Operator Name BTA OIL PRODUCERS, LLC | ⁹ Elevation 3872' |

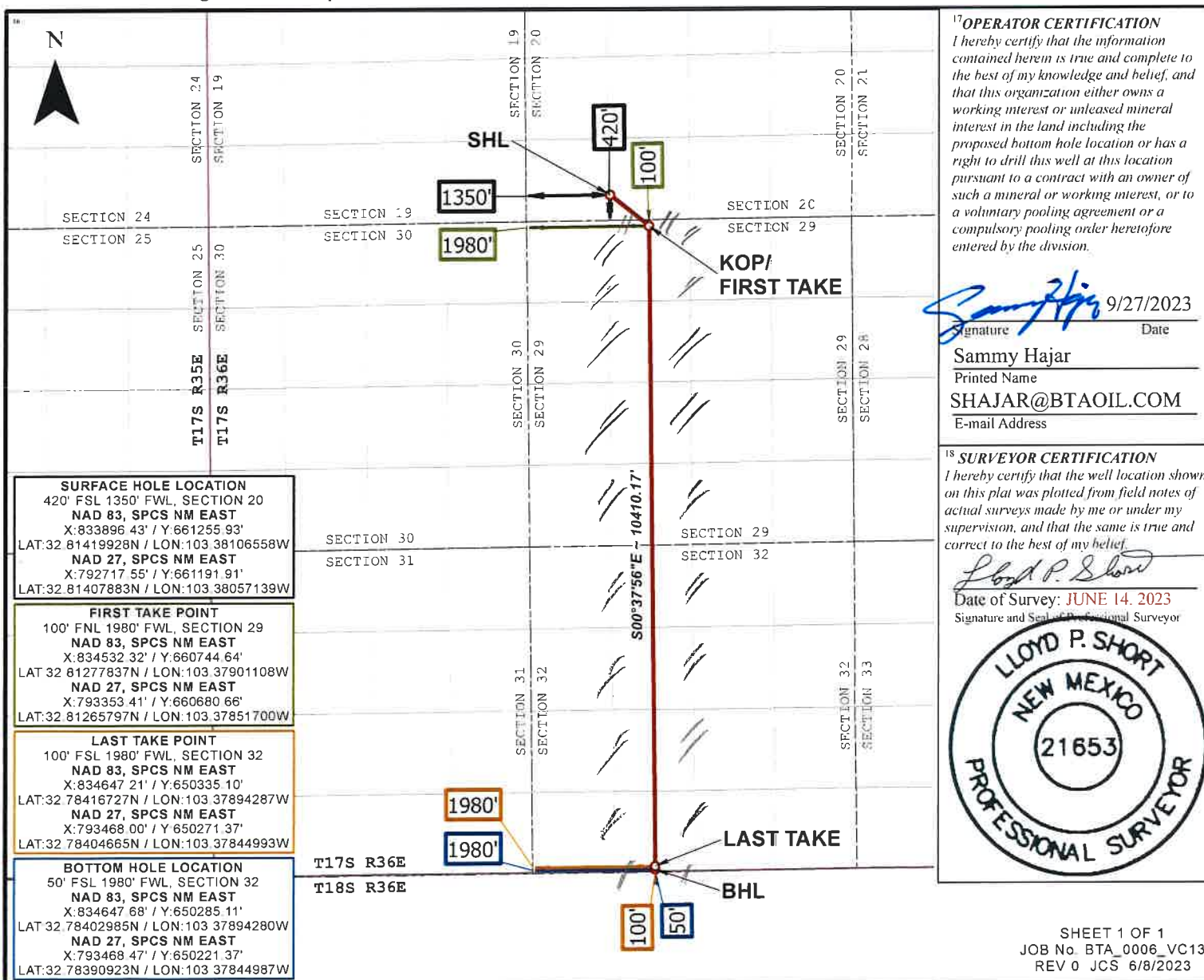
¹⁰ Surface Location

| | | | | | | | | | |
|--------------------|---------------|-----------------|--------------|---------|----------------------|---------------------------|-----------------------|------------------------|---------------|
| UL or lot no. N | Section 20 | Township 17S | Range 36E | Lot Idn | Feet from the 420 | North/South line South | Feet from the 1350 | East/West line West | County LEA |
|--------------------|---------------|-----------------|--------------|---------|----------------------|---------------------------|-----------------------|------------------------|---------------|

¹¹ Bottom Hole Location If Different From Surface

| | | | | | | | | | |
|--------------------------------------|-------------------------------|----------------------------------|-------------------------|---------|---------------------|---------------------------|-----------------------|------------------------|---------------|
| UL or lot no. N | Section 32 | Township 17S | Range 36E | Lot Idn | Feet from the 50 | North/South line South | Feet from the 1980 | East/West line West | County LEA |
| ¹² Dedicated Acres 320 | ¹³ Joint or Infill | ¹⁴ Consolidation Code | ¹⁵ Order No. | | | | | | |

No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720

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State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, NM 87505

Form C-102 Revised August 1, 2011
Submit one copy to appropriate
District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

| | | |
|----------------------------|------------------------------|--------------------------------|
| ¹ API Number | ² Pool Code | ³ Pool Name |
| | | WC025 G09 S173615C; UPPER PENN |
| ⁴ Property Code | ⁵ Property Name | ⁶ Well Number |
| | VINDICATOR CANYON STATE UNIT | 320H |
| ⁷ OGRID No. | ⁸ Operator Name | ⁹ Elevation |
| 260297 | BTA OIL PRODUCERS, LLC | 3872' |

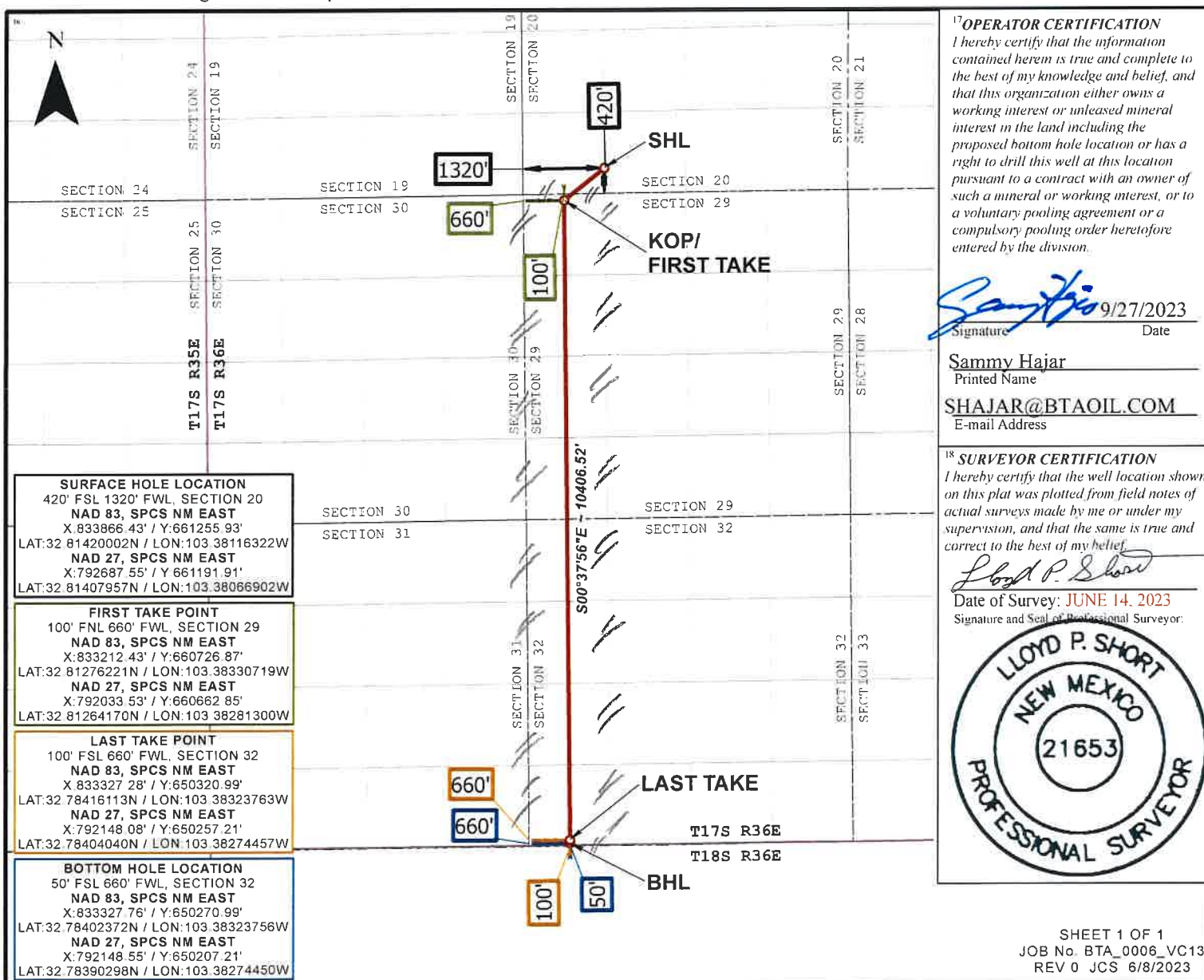
¹⁰ Surface Location

| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| M | 20 | 17S | 36E | | 420 | South | 1320 | West | LEA |

¹¹ Bottom Hole Location If Different From Surface

| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|-------------------------------|-------------------------------|----------------------------------|-------------------------|---------|---------------|------------------|---------------|----------------|--------|
| M | 32 | 17S | 36E | | 50 | South | 660 | West | LEA |
| ¹² Dedicated Acres | ¹³ Joint or Infill | ¹⁴ Consolidation Code | ¹⁵ Order No. | | | | | | |
| 320 | | | | | | | | | |

No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



SHEET 1 OF 1
JOB No. BTA_0006_VC13
REV 0 JCS 6/8/2023

Pending Approval

**NM State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**
Revised December 2021

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

API #: 30-0 25 - 51355

STATE OF NEW MEXICO) Well Name: Hideout 22115 24-13 State Com #1H
SS)

COUNTY OF Lea)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1st production) August 11, 2023, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

WHEREAS, the parties hereto, own working, royalty, or other leasehold interests or operating rights under the oil and gas leases and lands subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Pennsylvanian Shale formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE
version
December 9, 2021

State/State

1

NOW THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the undersigned as follows:

1. The lands covered by this agreement (hereinafter referred to as the "communitized area") are described as follows:

Subdivisions: E/2 E/2 of Section 13 and E/2 NE/4

Of Sect(s): 24 Twp: 17SRng: 35E NMPM Lea County, NM

Containing 240 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. BTA Oil Producers, LLC shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by BTA Oil Producers, LLC.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: BTA Oil Producers, LLC

OPERATOR: BTA Oil Producers, LLC

BY: Barry Beal, Jr., Managing Member (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)
vr, ABD

Acknowledgment in an Individual Capacity

State of _____)
)
 County of _____)

This instrument was acknowledged before me on _____ Date

By _____
 Name(s) of Person(s)

(Seal)

 Signature of Notarial Officer

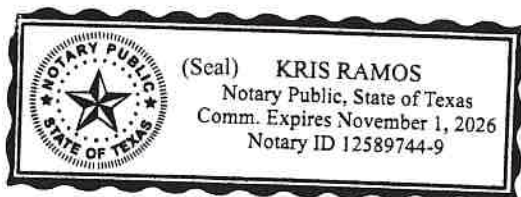
My commission expires: _____


Acknowledgment in an Representative Capacity

State of Texas)
)
 County of Midland)

This instrument was acknowledged before me on November 14, 2023 Date: _____

By: Barry Beal, Jr., as Managing Member of BTA Oil Producers, LLC
 Name(s) of Person(s)




 Signature of Notarial Officer

My commission expires: 11-1-26

(Signature of Authorized Agent)

Pending Approval

Lease # and Lessee of Record: B0-2531-5 William G. McCoy

BY: _____ (Name and Title of Authorized Agent)

(Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
SS)
County of _____)

This instrument was acknowledged before me on _____ Date

By _____
Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of _____)
SS)
County of _____)

This instrument was acknowledged before me on _____ Date: _____

By: _____
Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Lease # and Lessee of Record: B0-2531-5 N L Stevens, Jr.

BY: _____ (Name and Title of Authorized Agent)

(Signature of Authorized Agent)

State of)
County of)

This instrument was acknowledged before me on _____ Date _____

By _____
Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

State of)
)
) SS)
County of)

This instrument was acknowledged before me on _____ Date: _____

By: _____
Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated August 11, 2023_
by and between BTA Oil Producers, LLC, (Operator) V-F Petroleum, Inc.,
ConocoPhillips Company, Marathon Oil Company,
, (Record Title Holders/Lessees of Record) covering
the Subdivisions : E/2 E/2 of Section 13 and E/2 NE/4 of
Sect(s): 24, Twnshp: 17 South, Rng: 35 East, NMPM Lea County, NM
Limited in depth to the Pennsylvanian Shale Formation.
OPERATOR of Communitized Area: BTA Oil Producers, LLC

DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1**

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: V-F Petroleum, Inc.

Serial No. of Lease: VA-1351-5

Date of Lease: March 1, 1995

Description of Lands Committed:

Subdivisions: E/2 NE/4 and NE/4 SE/4 of

Sect(s): 13 Twnshp: 17 South, Rng: 35 East, NMPM Lea County, NM

No. of Acres: 120

TRACT NO. 2

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: ConocoPhillips Company

Serial No. of Lease: B0-1861-0

Date of Lease: April 10, 1933

Description of Lands Committed:

Subdivisions: SE/4 SE/4 of

Sect(s): 13 Twnshp: 17 South Rng: 35 East, NMPM Lea County, NM

No. of Acres: 40

ONLINE
version
August, 2021

State/State

TRACT NO. 3Lessor State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: William G. McCoy and Norman L. Stevens, Jr.Serial No. of Lease: B-2531-5 Date of Lease: February 10, 1934

Description of Lands Committed:

Subdivisions: E/2 NE/4 ofSect(s): 24 Twnshp: 17 South Rng: 35 East, NMPM Lea County, NMNo. of Acres: 80**RECAPITULATION**

| Tract number | Number of Acres Committed | Percentage of Interest In Communitized Area (Must equal 100%) |
|---------------------|--------------------------------------|--|
| No. 1 | <u>120</u> | <u>50.0000%</u> |
| No. 2 | <u>40</u> | <u>16.6667%</u> |
| No. 3 | <u>80</u> | <u>33.3333%</u> |
| TOTALS | <u>240</u> | <u>100%</u> |

Pending Approval

**NM State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**
Revised December 2021

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS: API #: 30-0 25 - 51386

STATE OF NEW MEXICO) Well Name: Hideout 22115 24-13 State Com #2H
SS)

COUNTY OF Lea)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1st production) August 11, 2023, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

WHEREAS, the parties hereto, own working, royalty, or other leasehold interests or operating rights under the oil and gas leases and lands subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Pennsylvanian Shale formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE
version
December 9, 2021

State/State

1

NOW THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the undersigned as follows:

1. The lands covered by this agreement (hereinafter referred to as the "communitized area") are described as follows:

Subdivisions: W/2 E/2 of Section 13 and W/2 NE/4

Of Sect(s): 24 Twp: 17S Rng: 35E NMPM Lea County, NM

Containing 240 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. BTA Oil Producers, LLC shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by BTA Oil Producers, LLC.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: **(a)** a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or **(b)** each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: BTA Oil Producers, LLC

OPERATOR: BTA Oil Producers, LLC

BY: Barry Beal, Jr., Managing Member (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)
 ↓ ABO

Acknowledgment in an Individual Capacity

State of _____)
)
 County of _____)

This instrument was acknowledged before me on _____ Date

By _____
 Name(s) of Person(s)

(Seal)

 Signature of Notarial Officer

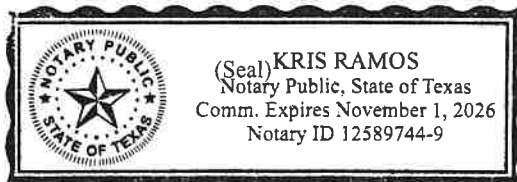
My commission expires: _____


Acknowledgment in an Representative Capacity

State of Texas)
)
 County of Midland)

This instrument was acknowledged before me on November 14, 2023 Date: 12

By: Barry Beal, Jr., as Managing Member of BTA Oil Producers, LLC
 Name(s) of Person(s)




 Signature of Notarial Officer

My commission expires: 11-1-26

Pending Approval

Lease # and Lessee of Record: VA-1351-5 V-F Petroleum, Inc.

BY: _____ (Name and Title of Authorized Agent)

(Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)

SS)

County of _____)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of _____)

SS)

County of _____)

This instrument was acknowledged before me on

Date: _____

By: _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Lease # and Lessee of Record: E0-7567-7 Marathon Oil Company

BY: Chase F. Rice as Attorney-in-Fact (Name and Title of Authorized Agent)

Chase F. Rice (Signature of Authorized Agent) FD

Acknowledgment in an Individual Capacity

State of _____)
 County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

 Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

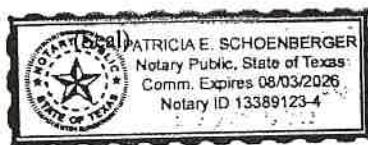
State of Texas)
 County of Harris)

This instrument was acknowledged before me on _____

Date: 8/17/2023

By: Chase F. Rice P.S.

Name(s) of Person(s)



Patricia E. Schoenberger
 Signature of Notarial Officer

My commission expires: 8/3/2026

Pending Approval

Lease # and Lessee of Record: B0-2531-5 William G. McCoy

BY: _____ (Name and Title of Authorized Agent)

(Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
County of _____)
SS)

This instrument was acknowledged before me on _____ Date
By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of _____)
County of _____)
SS)

This instrument was acknowledged before me on _____ Date: _____
By: _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated August 11, 2023_ by and between BTA Oil Producers, LLC, (Operator) V-F Petroleum, Inc., ConocoPhillips Company, Marathon Oil Company, _____, (Record Title Holders/Lessees of Record) covering the Subdivisions : W/2 E/2 of Section 13 and W/2 NE/4 of Sect(s): 24, Twnshp 17 South, Rnge: 35 East, NMPM Lea County, NM Limited in depth to the Pennsylvanian Shale Formation.
OPERATOR of Communitized Area: BTA Oil Producers, LLC

DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1**

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: V-F Petroleum, Inc.

Serial No. of Lease: VA-1351-5

Date of Lease: March 1, 1995

Description of Lands Committed:

Subdivisions: W/2 NE/4 of

Sect(s): 13 Twnshp: 17 South, Rng: 35 East, NMPM Lea County, NM

No. of Acres: 80

TRACT NO. 2

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: Marathon Oil Company

Serial No. of Lease: E0-7567-7

Date of Lease: November 17, 1953

Description of Lands Committed:

Subdivisions: W/2 SE/4 of

Sect(s): 13 Twnshp: 17 South Rng: 35 East, NMPM Lea County, NM

No. of Acres: 80

ONLINE
version
August, 2021

State/State

TRACT NO. 3Lessor State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: William G. McCoy and Norman L. Stevens, Jr.Serial No. of Lease: B-2531-5 Date of Lease: February 10, 1934

Description of Lands Committed:

Subdivisions: W/2 NE/4 ofSect(s): 24 Twnshp: 17 South Rng: 35 East, NM PM Lea County, NMNo. of Acres: 80**RECAPITULATION**

| Tract number | Number of Acres Committed | Percentage of Interest In Communitized Area (Must equal 100%) |
|--------------|------------------------------|--|
| No. 1 | <u>80</u> | <u>33.3334%</u> |
| No. 2 | <u>80</u> | <u>33.3333%</u> |
| No. 3 | <u>80</u> | <u>33.3333%</u> |
| TOTALS | <u>240</u> | <u>100%</u> |



COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

310 OLD SANTA FE TRAIL
P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Rex D. Barker
BTA Oil Producers, LLC
104 South Pecos Street
Midland, TX 79701

February 3rd, 2023

Re: Communitization Agreement Approval
Bluebell 22115 19 18 State Com #001H
Vertical Extent: Pennsylvanian
Township: 17 South, Range 36 East, NMPM
Section 18: E2W2
Township: 17 South, Range 36 East, NMPM
Section 19: E2NW4

Lea County, New Mexico

Dear Mr. Barker,

The Commissioner of Public Lands has this date approved the Bluebell 22115 19 18 State Com #001H Communitization Agreement for the Pennsylvanian formation effective 09-01-2022. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for One Year, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

Approval of this agreement does not warrant or certify that the operator and/or other working interest owners hold legal or equitable title to the leases which are committed hereto, nor does the Commissioner's approval constitute adjudication of any federal or private interests, or warrant or certify that the information supplied by the operator regarding federal or private interests is accurate.

If we may be of further service, please contact Baylen Lamkin at (505) 827-6628.

Sincerely,

B. Lamkin

Baylen Lamkin
Petroleum Specialist Supervisor

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

BTA Oil Producers, LLC
Bluebell 22115 19 18 State Com #001H
Pennsylvanian
Township: 17 South, Range: 36 East, NMPM
Section 18: E2W2
Township: 17 South, Range: 36 East, NMPM
Section 19: E2NW4

Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **September 01, 2022**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 3rd day of February, 2023.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

**NM State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**
Revised December 2021

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

API #: 30-0 25 - 50165

STATE OF NEW MEXICO)
SS)

Well Name: Bluebell 22115 19-18 State Com #1H

COUNTY OF LEA)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1st production) September 1, 2022 by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

WHEREAS, the parties hereto, own working, royalty, or other leasehold interests or operating rights under the oil and gas leases and lands subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Pennsylvanian Shale formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE
version
December 9, 2021

State/State

1

NOW THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the undersigned as follows:

1. The lands covered by this agreement (hereinafter referred to as the "communitized area") are described as follows:

Subdivisions: E/2 W/2 of Section 18 and the E/2 NW/4

Of Sect(s): 19 Twp: 17SRng: 36ENMPM Lea County, NM

Containing 240.00 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. BTA Oil Producers, LLC shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by BTA Oil Producers, LLC.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: BTA Oil Producers, LLC

OPERATOR: BTA Oil Producers, LLCBY: Barry Beal, Jr., Managing Member (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

BB

Acknowledgment in an Individual Capacity

State of _____)
 County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Texas)
 County of Midland)

This instrument was acknowledged before me on _____

Date : 9/1/22By: Barry Beal, Jr., Managing Member of BTA Oil Producers, LLC

Name(s) of Person(s)



[Signature]

Signature of Notarial Officer

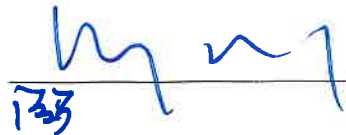
My commission expires: 4/27/2026

ONLINE
 version
 December 9, 2021

State/State

5

Lease # and Lessee of Record: VC-0266-0002 BTA Oil Producers, LLC
 BY: Barry Beal, Jr., Managing Member (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
)
 County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

 Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

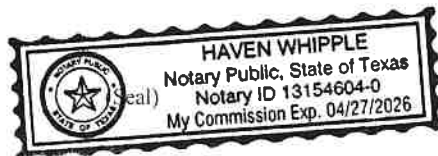
State of Texas)
)
 County of Midland)

This instrument was acknowledged before me on _____

Date: 9/1/22

By: Barry Beal, Jr., Managing Member of BTA Oil Producers, LLC

Name(s) of Person(s)





 Signature of Notarial Officer

My commission expires: 4/27/2026

Lease # and Lessee of Record: VC-0277-0002 BTA Oil Producers, LLC
 BY: Barry Beal, Jr., Managing Member (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
)
 County of _____)

This instrument was acknowledged before me on _____
 By _____

Date

Name(s) of Person(s)

(Seal)

 Signature of Notarial Officer

My commission expires: _____

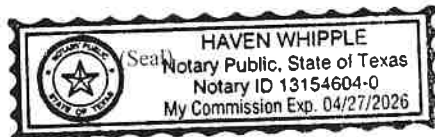
Acknowledgment in an Representative Capacity

State of Texas)
)
 County of Midland)

This instrument was acknowledged before me on _____
 By: Barry Beal, Jr., Managing Member of BTA Oil Producers, LLC

Date: 9/1/22

Name(s) of Person(s)



[Signature]
 Signature of Notarial Officer

My commission expires: 4/27/2026

Lease # and Lessee of Record: B0-2287-0005 Samson Resources Co.

BY: Josh Anders CFO (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
SS)

County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Oklahoma)
SS)

County of Tulsa)

This instrument was acknowledged before me on _____

Date: 19 Sept 2022

By: Josh Anders

Name(s) of Person(s)

(Seal)



Lisa Mullins

Signature of Notarial Officer

My commission expires: 23 Feb 2025

State/State

OFFENSE
ARRESTED ON
December 9, 2021

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated September 1, 2022
by and between BTA Oil Producers, LLC, (Operator) BTA Oil Producers, LLC,
Samson Resources Co., _____,
_____, (Record Title Holders/Lessees of Record) covering
the Subdivisions: E/2 W/2 Section 18 and the E/2 NW/4 of
Sect(s): 19, Twnshp 17S, Rnge: 36E, NMPM Lea County, NM
Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if
applicable)
OPERATOR of Communitized Area: BTA Oil Producers, LLC

DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1**

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: BTA Oil Producers, LLC

Serial No. of Lease: VC-0266-0002

Date of Lease: 11-1-2017

Description of Lands Committed:

Subdivisions: E/2 NW/4

Sect(s): 18 Twnshp: 17S, Rng: 36E NMPM Lea County NM

No. of Acres: 80.00

TRACT NO. 2

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: BTA Oil Producers, LLC

Serial No. of Lease: VC-0277-0002

Date of Lease: 11-1-2017

Description of Lands Committed:

Subdivisions: E/2 SW/4

Sect(s): 18 Twnshp: 17S Rng: 36E NMPM Lea County, NM

No. of Acres: 80.00

TRACT NO. 3Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: BTA Oil Producers, LLCSerial No. of Lease: B0-2287-0010 Date of Lease: 1-23-1929

Description of Lands Committed:

Subdivisions: NE/4 NW/4Sect(s): 19 Twnshp: 17S Rng: 36E NMPM Lea County, NMNo. of Acres: 40.00**TRACT NO. 4**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Samson Resources Co.Serial No. of Lease: B0-2287-0005 Date of Lease: 1-23-1929

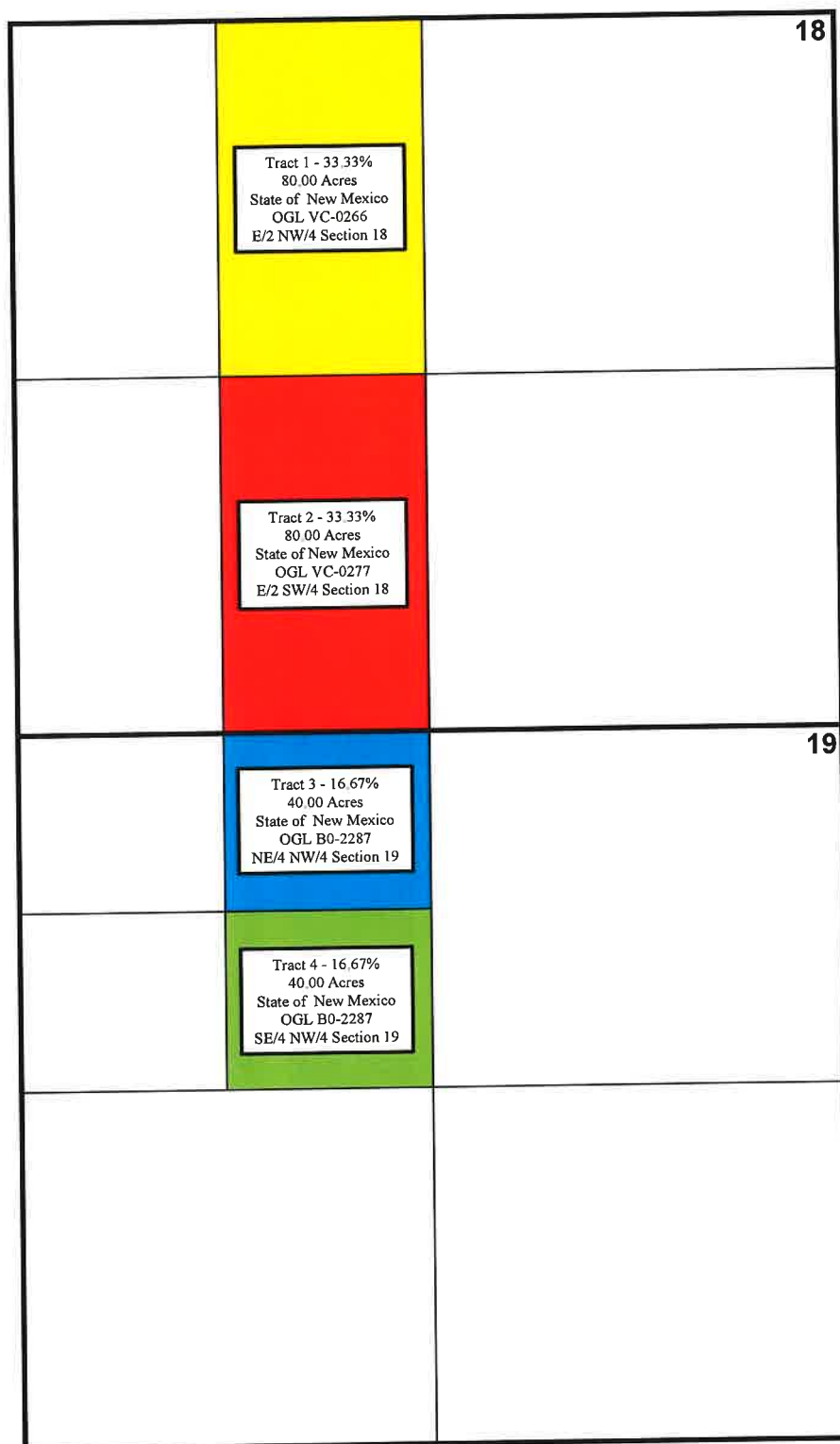
Description of Lands Committed:

Subdivisions: SE/4 NW/4Sect(s): 19 Twnshp: 17S Rng: 36E NMPM Lea County, NMNo. of Acres: 40.00**RECAPITULATION**

| Tract number | Number of Acres Committed | Percentage of Interest In Communitized Area (Must equal 100%) |
|--------------|------------------------------|--|
| No. 1 | <u>80.00</u> | <u>33.33%</u> |
| No. 2 | <u>80.00</u> | <u>33.33%</u> |
| No. 3 | <u>40.00</u> | <u>16.67%</u> |
| No. 4 | <u>40.00</u> | <u>16.67%</u> |
| TOTALS | <u>240.00</u> | <u>100.00%</u> |

EXHIBIT "A"

Attached to Communitization Agreement dated September 1, 2022, by BTA Oil Producers, LLC, et al, covering the E/2 W/2 of Section 18 and the E/2 NW/4 of Section 19, T-17-S, R-36-E, N.M.P.M., Lea County, New Mexico





COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

310 OLD SANTA FE TRAIL
P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Rex D. Barker
BTA Oil Producers, LLC
104 South Pecos Street
Midland, TX 79701

February 3rd, 2023

Re: Communitization Agreement Approval
Bluebell 22115 19 18 State Com #002H
Vertical Extent: Pennsylvanian
Township: 17 South, Range 36 East, NMPM
Section 18: Lots 1-4
Township: 17 South, Range 36 East, NMPM
Section 19: Lots 1-2

Lea County, New Mexico

Dear Mr. Barker,

The Commissioner of Public Lands has this date approved the Bluebell 22115 19 18 State Com #002H Communitization Agreement for the Pennsylvanian formation effective 09-01-2022. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for One Year, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

Approval of this agreement does not warrant or certify that the operator and/or other working interest owners hold legal or equitable title to the leases which are committed hereto, nor does the Commissioner's approval constitute adjudication of any federal or private interests, or warrant or certify that the information supplied by the operator regarding federal or private interests is accurate.

If we may be of further service, please contact Baylen Lamkin at (505) 827-6628.

Sincerely,

B. Lamkin

Baylen Lamkin
Petroleum Specialist Supervisor

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

BTA Oil Producers, LLC
Bluebell 22115 19 18 State Com #002H
Pennsylvanian
Township: 17 South, Range: 36 East, NMPM
Section 18: Lots 1-4
Township: 17 South, Range: 36 East, NMPM
Section 19: Lots 1-2

Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **September 01, 2022**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **3rd** day of February, 2023.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NM State Land Office
Oil, Gas, & Minerals Division

STATE/STATE OR
STATE/FEE
Revised December 2021

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

API #: 30-0 25 - 50166

STATE OF NEW MEXICO) Well Name: Bluebell 22115 19-18 State Com #2H
SS)

COUNTY OF LEA)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1st production) September 1, 2022 by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

WHEREAS, the parties hereto, own working, royalty, or other leasehold interests or operating rights under the oil and gas leases and lands subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Pennsylvanian Shale formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE
version
December 9, 2021

State/State

1

NOW THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the undersigned as follows:

1. The lands covered by this agreement (hereinafter referred to as the "communitized area") are described as follows:

Subdivisions: Lots 1, 2, 3 & 4 of Section 18 and Lots 1 & 2

Of Sect(s): 19 Twp: 17S Rng: 36E NMPM Lea County, NM

Containing 223.81 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. BTA Oil Producers, LLC shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by BTA Oil Producers, LLC.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: BTA Oil Producers, LLC

OPERATOR: BTA Oil Producers, LLCBY: Barry Beal, Jr. (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
 County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

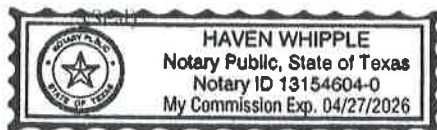
State of Texas _____)
 County of Midland _____)

This instrument was acknowledged before me on _____

Date : 9/1/2022By: Barry Beal, Jr., Managing Member of BTA Oil Producers, LLC

Name(s) of Person(s)



Signature of Notarial OfficerMy commission expires: 4/27/2026

Lease # and Lessee of Record: VC-0266-0002 BTA Oil Producers, LLC
 BY: Barry Beal, Jr., Managing Member (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
)
 County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

 Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

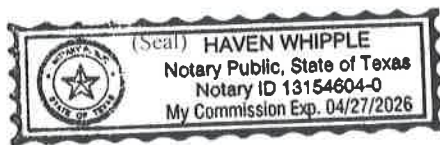
State of Texas _____)
)
 County of Midland _____)

This instrument was acknowledged before me on _____

Date: 9/1/22

By: Barry Beal, Jr., Managing Member of BTA Oil Producers, LLC

Name(s) of Person(s)



Haven Whipple

Signature of Notarial Officer

My commission expires: 4/27/2026

ONLINE
 Version
 December 9, 2021

State/State

6

Lease # and Lessee of Record: VC-0277-0002 BTA Oil Producers, LLC
 BY: Barry Beal, Jr., Managing Member (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
)
 County of _____)

This instrument was acknowledged before me on _____
 By _____

Date

Name(s) of Person(s)

(Seal)

 Signature of Notarial Officer

My commission expires: _____

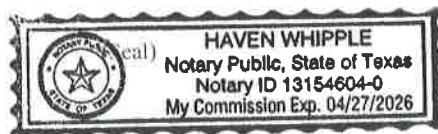
Acknowledgment in an Representative Capacity

State of Texas)
)
 County of Midland)

This instrument was acknowledged before me on _____
 By: Barry Beal, Jr., Managing Member of BTA Oil Producers, LLC

Date: 9/1/22

Name(s) of Person(s)



[Signature]

Signature of Notarial Officer

My commission expires: 4/27/2026

Lease # and Lessee of Record: B0-2287-0005 Samson Resources Co.

BY: Josh Anders, CFO (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
 County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Oklahoma)
 County of Tulsa)

This instrument was acknowledged before me on _____

Date: 19 Sept 2022

By: Lisa Mullins ^{cm} Josh Anders

Name(s) of Person(s)



(Seal)

Lisa Mullins
 Signature of Notarial Officer

My commission expires: 23 Feb 2025

ONLINE
 version
 December 9, 2021

State/State

6

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated September 1, 20 22
by and between BTA Oil Producers, LLC, (Operator) BTA Oil Producers, LLC,
Samson Resources Co.,
, (Record Title Holders/Lessees of Record) covering
the Subdivisions : Lots 1, 2, 3 & 4 of Section 18 and Lots 1 & 2 of
Sect(s): 19, Twnshp 17S, Rnge: 36E, NMPM Lea County, NM
Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if
applicable)
OPERATOR of Communitized Area: BTA Oil Producers, LLC

DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1**

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: BTA Oil Producers, LLC

Serial No. of Lease: VC-0266-0002

Date of Lease: 11-1-2017

Description of Lands Committed:

Subdivisions: Lots 1 & 2

Sect(s): 18 Twnshp: 17S, Rng: 36E NMPM Lea County NM

No. of Acres: 74.69

TRACT NO. 2

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: BTA Oil Producers, LLC

Serial No. of Lease: VC-0277-0002

Date of Lease: 11-1-2017

Description of Lands Committed:

Subdivisions: Lots 3 & 4

Sect(s): 18 Twnshp: 17S Rng: 36E NMPM Lea County, NM

No. of Acres: 74.55

TRACT NO. 3Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Samson Resources Co.Serial No. of Lease: B0-2287-0005 Date of Lease: 1-23-1929

Description of Lands Committed:

Subdivisions: Lots 1 & 2Sect(s): 19 Twnshp: 17S Rng: 36E NMPM Lea County, NMNo. of Acres: 74.57**TRACT NO. 4**

Lessor: _____

Lessee of Record: _____

Serial No. of Lease: _____ Date of Lease: _____

Description of Lands Committed:

Subdivisions: _____

Sect(s): _____ Twnshp: _____ Rng: _____ NMPM _____ County, NM

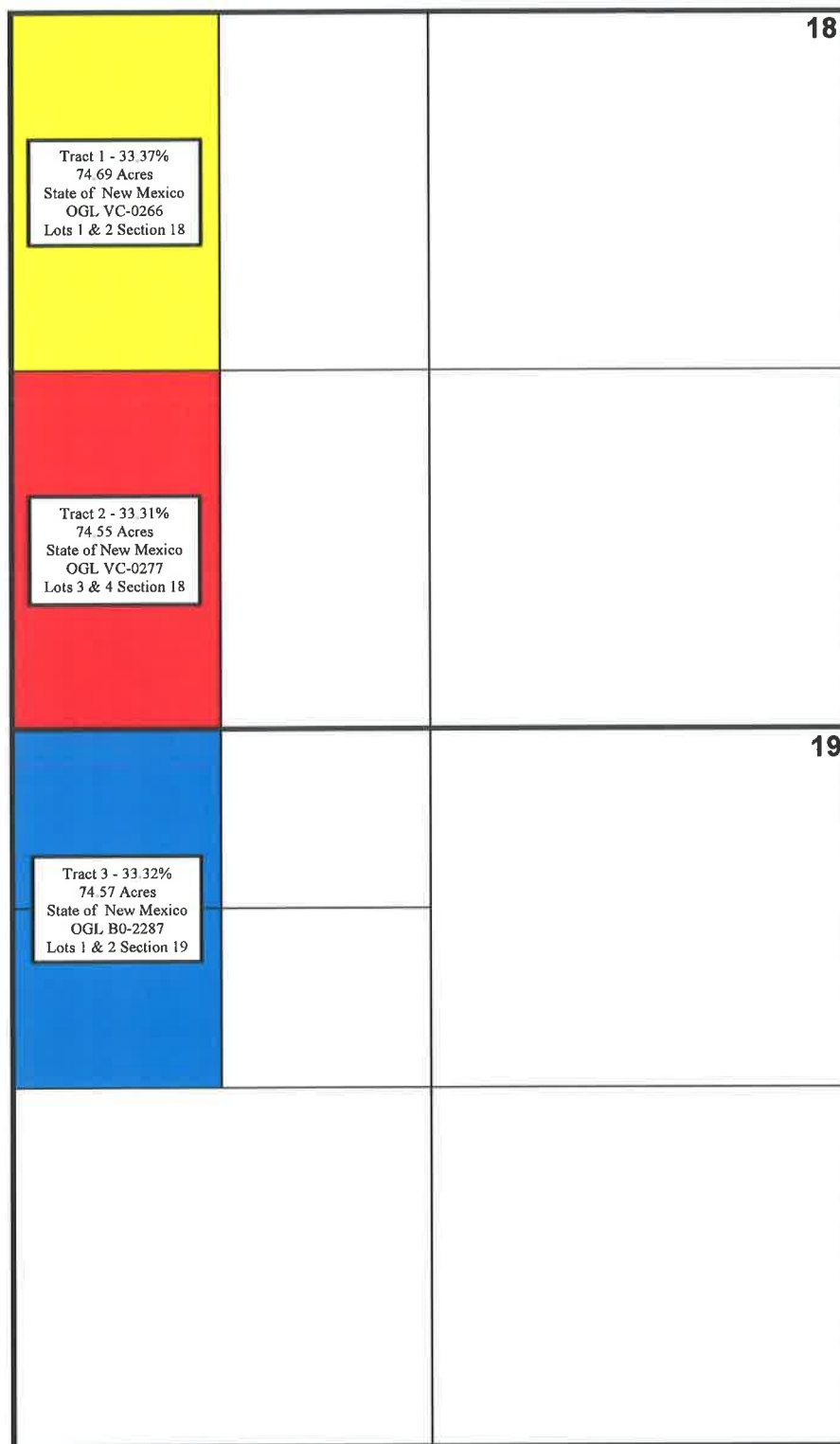
No. of Acres: _____

RECAPITULATION

| Tract number | Number of Acres Committed | Percentage of Interest In Communitized Area (Must equal 100%) |
|--------------|------------------------------|--|
| No. 1 | <u>74.69</u> | <u>33.37%</u> |
| No. 2 | <u>74.55</u> | <u>33.31%</u> |
| No. 3 | <u>74.57</u> | <u>33.32%</u> |
| No. 4 | _____ | _____ |
| TOTALS | <u>223.81</u> | <u>100.00%</u> |

EXHIBIT "A"

Attached to Communitization Agreement dated September 1, 2022, by BTA Oil Producers, LLC, et al, covering Lots 1, 2, 3 and 4 of Section 18 and Lots 1 and 2 of Section 19, T-17-S, R-36-E, N.M.P.M., Lea County, New Mexico





COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

310 OLD SANTA FE TRAIL
P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Rex D. Barker
BTA Oil Producers, LLC
104 South Pecos Street
Midland, TX 79701

March 29th, 2023

Re: Communitization Agreement Approval
Big Piney 22115 19 18 State Com #001H
Vertical Extent: Pennsylvanian
Township: 17 South, Range 36 East, NMPM
Section 18: E2E2
Section 19: E2NE4

Lea County, New Mexico

Dear Mr. Barker,

The Commissioner of Public Lands has this date approved the Big Piney 22115 19 18 State Com #001H Communitization Agreement for the Upper Pennsylvanian formation effective 01-01-2023. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for One Year, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

Approval of this agreement does not warrant or certify that the operator and/or other working interest owners hold legal or equitable title to the leases which are committed hereto, nor does the Commissioner's approval constitute adjudication of any federal or private interests, or warrant or certify that the information supplied by the operator regarding federal or private interests is accurate.

If we may be of further service, please contact Baylen Lamkin at (505) 827-6628.

Sincerely,

B. Lamkin

Baylen Lamkin
Petroleum Specialist Supervisor

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

BTA Oil Producers, LLC
Big Piney 22115 19 18 State Com #001H
Pennsylvanian
Township: 17 South, Range: 36 East, NMPM
Section 18: E2E2
Section 19: E2NE4

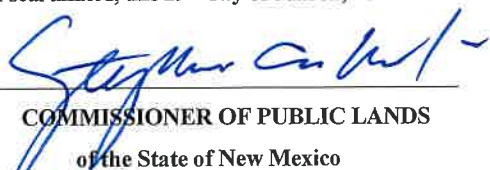
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **January 1, 2023**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 29th day of March, 2023.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

**NM State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**
Revised December 2021

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS: API #: 30-0 25 - 50549

STATE OF NEW MEXICO) Well Name: Big Piney 22115 19-18 State Com #1H
SS)

COUNTY OF LEA)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1st production) January 1, 2023, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

WHEREAS, the parties hereto, own working, royalty, or other leasehold interests or operating rights under the oil and gas leases and lands subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Pennsylvanian Shale formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE
version
December 9, 2021

State/State

1

NOW THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the undersigned as follows:

1. The lands covered by this agreement (hereinafter referred to as the "communitized area") are described as follows:

Subdivisions: E/2 E/2 of Section 18 and the E/2 NE/4 of

Of Sect(s): 19 Twp: 17S Rng: 36E NMPM Lea County, NM

Containing 240.00 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. BTA Oil Producers, LLC shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by BTA Oil Producers, LLC.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: BTA Oil Producers, LLC

OPERATOR: BTA Oil Producers, LLCBY: Barry Beal, Jr., Managing Member (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
)
 County of _____)

This instrument was acknowledged before me on _____

Date _____

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

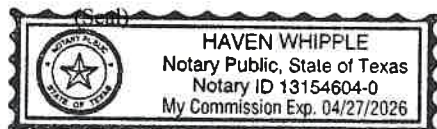
Acknowledgment in an Representative Capacity

State of Texas)
)
 County of Midland)

This instrument was acknowledged before me on _____

Date : 1/10/2023By: Barry Beal, Jr., Managing Member of BTA Oil Producers, LLC

Name(s) of Person(s)



[Signature]

Signature of Notarial OfficerMy commission expires: 4/27/2026

Lease # and Lessee of Record: VC-0266-0002 BTA Oil Producers, LLC
 BY: Barry Beal, Jr., Managing Member (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
)
 County of _____)

This instrument was acknowledged before me on _____ Date
 By _____

Name(s) of Person(s)

(Seal)

 Signature of Notarial Officer

My commission expires: _____

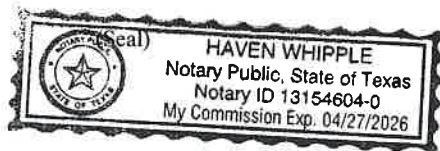
Acknowledgment in an Representative Capacity

State of Texas)
)
 County of Midland)

This instrument was acknowledged before me on _____
 By: Barry Beal, Jr., Managing Member of BTA Oil Producers, LLC

Name(s) of Person(s)

Date: 1/16/2024



[Signature]
 Signature of Notarial Officer

My commission expires: 4/27/2026

Lease # and Lessee of Record: VC-0277-0002 BTA Oil Producers, LLC
 BY: Barry Beal, Jr., Managing Member (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
)
 County of _____)

This instrument was acknowledged before me on _____
 By _____

Date

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Texas)
)
 County of Midland)

This instrument was acknowledged before me on _____
 By: Barry Beal, Jr., Managing Member of BTA Oil Producers, LLC

Date: 1/10/2023

Name(s) of Person(s)



[Signature]

Signature of Notarial Officer

My commission expires: 4/27/2026

ONLINE
 version
 December 9, 2021

State/State

Lease # and Lessee of Record: B0-2287-0005 Samson Resources Co.

BY: Josh Anders, Chief Financial Officer (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)

SS)

County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Oklahoma)

SS)

County of Tulsa)

This instrument was acknowledged before me on _____

Date: 01/13/2023

By: Josh Anders, Chief Financial Officer of Samson Resources Co.

Name(s) of Person(s)

(Seal)



ONLINE
version
December 9, 2021

State/State

Signature of Notarial Officer

My commission expires: 01/18/2026

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated January 1, 2023
by and between BTA Oil Producers, LLC, (Operator), BTA Oil Producers, LLC,
Samson Resources Co.,
, (Record Title Holders/Lessees of Record) covering
the Subdivisions : E/2 E/2 of Section 18 and the E/2 NE/4
Sect(s): 19, Twnshp 17 South, Rnge: 36 East, NMPM, Lea County, NM
Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if
applicable)
OPERATOR of Communitized Area: BTA Oil Producers, LLC

DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1**

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: BTA Oil Producers, LLC

Serial No. of Lease: VC-0266-0002

Date of Lease: 11-1-2017

Description of Lands Committed:

Subdivisions: E/2 NE/4

Sect(s): 18, Twnshp: 17 South, Rng: 36 East, NMPM, Lea County NM

No. of Acres: 80.00

TRACT NO. 2

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: BTA Oil Producers, LLC

Serial No. of Lease: VC-0277-0002

Date of Lease: 11-1-2017

Description of Lands Committed:

Subdivisions: E/2 SE/4

Sect(s): 18, Twnshp: 17 South, Rng: 36 East, NMPM, Lea County, NM

No. of Acres: 80.00

TRACT NO. 3Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Samson Resources Co.Serial No. of Lease: B0-2287-0005 Date of Lease: 1-23-1929

Description of Lands Committed:

Subdivisions: NE/4 NE/4Sect(s): 19, Twnshp: 17 South, Rng: 36 East, NMPM, Lea County, NMNo. of Acres: 40.00**TRACT NO. 4**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Samson Resources Co.Serial No. of Lease: B0-2287-0005 Date of Lease: 1-23-1929

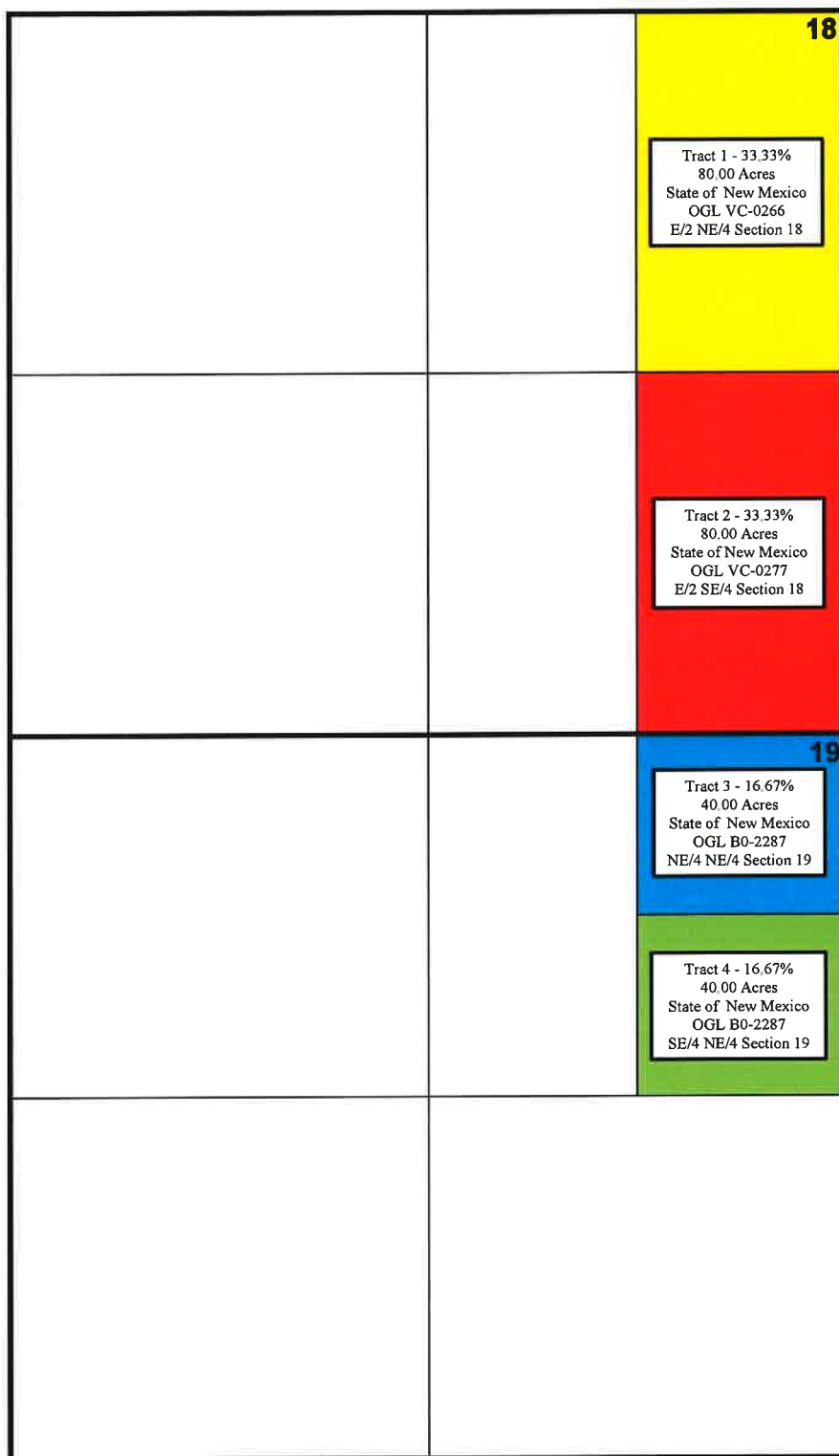
Description of Lands Committed:

Subdivisions: SE/4 NE/4Sect(s): 19, Twnshp: 17 South, Rng: 36 East, NMPM, Lea County, NMNo. of Acres: 40.00**RECAPITULATION**

| Tract number | Number of Acres Committed | Percentage of Interest In Communitized Area (Must equal 100%) |
|--------------|------------------------------|--|
| No. 1 | <u>80.00</u> | <u>33.33%</u> |
| No. 2 | <u>80.00</u> | <u>33.33%</u> |
| No. 3 | <u>40.00</u> | <u>16.67%</u> |
| No. 4 | <u>40.00</u> | <u>16.67%</u> |
| TOTALS | <u>240.00</u> | <u>100.00%</u> |

EXHIBIT "A"

Attached to Communitization Agreement dated January 1, 2023, by BTA Oil Producers,
LLC, et al, covering the E/2 E/2 of Section 18 and the E/2 NE/4 of Section 19,
T-17-S, R-36-E, N.M.P.M., Lea County, New Mexico





COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

310 OLD SANTA FE TRAIL
P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Rex D. Barker
BTA Oil Producers, LLC
104 South Pecos Street
Midland, TX 79701

March 29th, 2023

Re: Communitization Agreement Approval
Big Piney 22115 19 18 State Com #002H
Vertical Extent: Pennsylvanian
Township: 17 South, Range 36 East, NMPM
Section 18: W2E2
Section 19: W2NE4

Lea County, New Mexico

Dear Mr. Barker,

The Commissioner of Public Lands has this date approved the Big Piney 22115 19 18 State Com #002H Communitization Agreement for the Pennsylvanian formation effective 01-01-2023. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for One Year, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

Approval of this agreement does not warrant or certify that the operator and/or other working interest owners hold legal or equitable title to the leases which are committed hereto, nor does the Commissioner's approval constitute adjudication of any federal or private interests, or warrant or certify that the information supplied by the operator regarding federal or private interests is accurate.

If we may be of further service, please contact Baylen Lamkin at (505) 827-6628.

Sincerely,

B. Lamkin

Baylen Lamkin
Petroleum Specialist Supervisor

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

BTA Oil Producers, LLC
Big Piney 22115 19 18 State Com #002H
Pennsylvanian
Township: 17 South, Range: 36 East, NMPM
Section 18: W2E2
Section 19: W2NE4

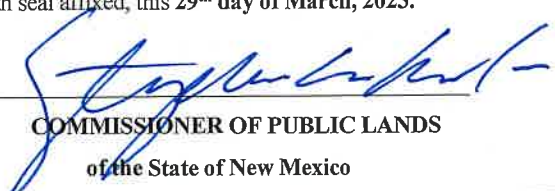
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **January 1, 2023**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 29th day of March, 2023.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico



**NM State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**
Revised December 2021

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

API #: 30-0 25 - 50550

STATE OF NEW MEXICO) Well Name: Big Piney 22115 19-18 State Com #2H
SS)

COUNTY OF LEA)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1st production) January 1, 2023, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

WHEREAS, the parties hereto, own working, royalty, or other leasehold interests or operating rights under the oil and gas leases and lands subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Pennsylvanian Shale formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE
version
December 9, 2021

State/State

1

NOW THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the undersigned as follows:

1. The lands covered by this agreement (hereinafter referred to as the "communitized area") are described as follows:

Subdivisions: W/2 E/2 of Section 18 and the W/2 NE/4 of

Of Sect(s): 19 Twp: 17SRng: 36ENMPM Lea County, NM

Containing 240.00 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. BTA Oil Producers, LLC shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by BTA Oil Producers, LLC.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: BTA Oil Producers, LLC

2023-12-15 16:13

OPERATOR: BTA Oil Producers, LLC

BY: Barry Beal, Jr., Managing Member (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of)
County of)
SS)

This instrument was acknowledged before me on _____ Date _____

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

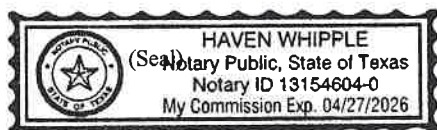
State of Texas)
County of Midland)
SS)

This instrument was acknowledged before me on

Date : 1/10/2023

By: Barry Beal, Jr., Managing Member of BTA Oil Producers, LLC

Name(s) of Person(s)



Herr Wippler

Signature of Notarial Officer

My commission expires: 4/27/2026

Lease # and Lessee of Record: VC-0266-0002 BTA Oil Producers, LLC
 BY: Barry Beal, Jr., Managing Member (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
)
 County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

 Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Texas)
)
 County of Midland)

This instrument was acknowledged before me on _____

Date: 1/10/2023

By: Barry Beal, Jr., Managing Member of BTA Oil Producers, LLC

Name(s) of Person(s)





Signature of Notarial Officer

My commission expires: 4/27/2026

Lease # and Lessee of Record: VC-0277-0002 BTA Oil Producers, LLC
 BY: Barry Beal, Jr., Managing Member (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
)
 County of _____)

This instrument was acknowledged before me on _____ Date
 By _____

Name(s) of Person(s)

(Seal)

 Signature of Notarial Officer

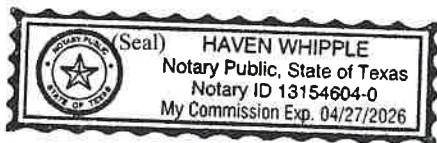
My commission expires: _____

Acknowledgment in an Representative Capacity

State of Texas)
)
 County of Midland)

This instrument was acknowledged before me on _____ Date: 1/10/2023
 By: Barry Beal, Jr., Managing Member of BTA Oil Producers, LLC

Name(s) of Person(s)

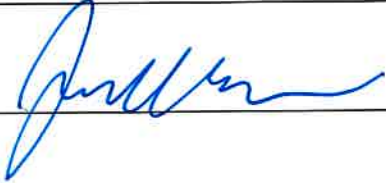


[Signature]
 Signature of Notarial Officer

My commission expires: 4/27/2026

Lease # and Lessee of Record: B0-2287-0005 Samson Resources Co.

BY: Josh Anders, Chief Financial Officer (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)

SS)

County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Oklahoma)

SS)

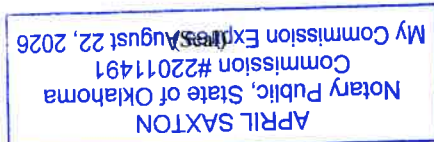
County of Tulsa)

This instrument was acknowledged before me on _____

Date: 2/06/2023

By: Josh Anders, Chief Financial Officer of Samson Resources Co.

Name(s) of Person(s)





Signature of Notarial Officer

My commission expires: August 22, 2026

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated January 1, 2023
by and between BTA Oil Producers, LLC, (Operator), BTA Oil Producers, LLC,
Samson Resources Co.,
, (Record Title Holders/Lessees of Record) covering
the Subdivisions : W/2 E/2 of Section 18 and the W/2 NE/4
Sect(s): 19, Twnshp 17 South, Rnge: 36 East, NMPM, Lea County, NM
Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if
applicable)
OPERATOR of Communitized Area: BTA Oil Producers, LLC

DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1**

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: BTA Oil Producers, LLC

Serial No. of Lease: VC-0266-0002

Date of Lease: 11-1-2017

Description of Lands Committed:

Subdivisions: W/2 NE/4

Sect(s): 18, Twnshp: 17 South, Rng: 36 East, NMPM, Lea County, NM

No. of Acres: 80.00

TRACT NO. 2

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: BTA Oil Producers, LLC

Serial No. of Lease: VC-0277-0002

Date of Lease: 11-1-2017

Description of Lands Committed:

Subdivisions: W/2 SE/4

Sect(s): 18, Twnshp: 17 South, Rng: 36 East, NMPM, Lea County, NM

No. of Acres: 80.00

TRACT NO. 3Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Samson Resources Co.Serial No. of Lease: B0-2287-0005 Date of Lease: 1-23-1929

Description of Lands Committed:

Subdivisions: NW/4 NE/4Sect(s): 19, Twnshp: 17 South, Rng: 36 East, NMPM, Lea County, NMNo. of Acres: 40.00**TRACT NO. 4**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Samson Resources Co.Serial No. of Lease: B0-2287-0005 Date of Lease: 1-23-1929

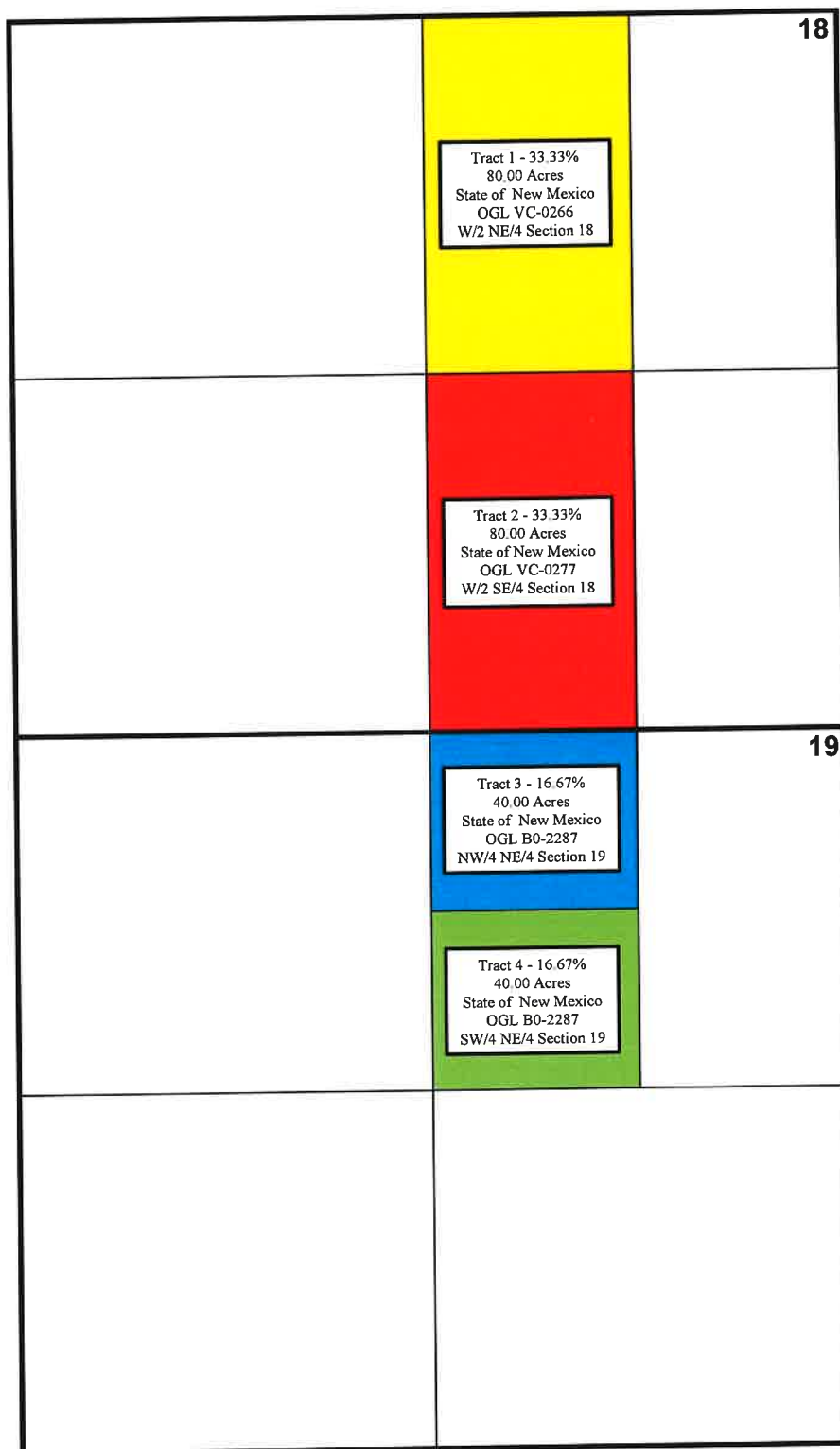
Description of Lands Committed:

Subdivisions: SW/4 NE/4Sect(s): 19, Twnshp: 17 South, Rng: 36 East, NMPM, Lea County, NMNo. of Acres: 40.00**RECAPITULATION**

| Tract number | Number of Acres Committed | Percentage of Interest In Communitized Area (Must equal 100%) |
|--------------|------------------------------|--|
| No. 1 | <u>80.00</u> | <u>33.33%</u> |
| No. 2 | <u>80.00</u> | <u>33.33%</u> |
| No. 3 | <u>40.00</u> | <u>16.67%</u> |
| No. 4 | <u>40.00</u> | <u>16.67%</u> |
| TOTALS | <u>240.00</u> | <u>100.00%</u> |

EXHIBIT "A"

Attached to Communitization Agreement dated January 1, 2023, by BTA Oil Producers, LLC, et al, covering the W/2 E/2 of Section 18 and the W/2 NE/4 of Section 19, T-17-S, R-36-E, N.M.P.M., Lea County, New Mexico





COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

310 OLD SANTA FE TRAIL
P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Rex D. Barker
BTA Oil Producers, LLC
104 South Pecos Street
Midland, TX 79701

August 1st, 2023

Re: Communitization Agreement Approval
Altamont 7903 19 30 31 State Com #001H
Vertical Extent: Pennsylvanian
Township: 17 South, Range 36 East, NMPM
Section 19: E2SW4
Section 30: E2W2
Section 31: E2NW4

Lea County, New Mexico

Dear Mr. Barker,

The Commissioner of Public Lands has this date approved the Altamont 7903 19 30 31 State Com #001H Communitization Agreement for the Pennsylvanian formation effective 04-01-2023. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for One Year, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

Approval of this agreement does not warrant or certify that the operator and/or other working interest owners hold legal or equitable title to the leases which are committed hereto, nor does the Commissioner's approval constitute adjudication of any federal or private interests, or warrant or certify that the information supplied by the operator regarding federal or private interests is accurate.

If we may be of further service, please contact Baylen Lamkin at (505) 827-6628.

Sincerely,

B. Lamkin

Baylen Lamkin
Petroleum Specialist Supervisor

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

BTA Oil Producers, LLC
Altamont 7903 19 30 31 State Com #001H
Pennsylvanian
Township: 17 South, Range: 36 East, NMPM
Section 19: E2SW4
Section 30: E2W2
Section 31: E2NW4

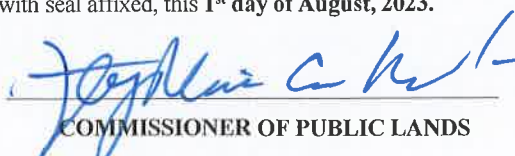
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **April 1, 2023**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **1st day of August, 2023**.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

**NM State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**
Revised December 2021

COMMUNITIZATION AGREEMENT
ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

API #: 30-0 25 - 51237

STATE OF NEW MEXICO) Well Name: Altamont 7903 19-30-31 State Com #1H
SS)

COUNTY OF LEA)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1st production) April 1, 2023, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

WHEREAS, the parties hereto, own working, royalty, or other leasehold interests or operating rights under the oil and gas leases and lands subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Pennsylvanian Shale formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE
version
December 9, 2021

State/State

2023 JUN 27 AM 10:15
1

NOW THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the undersigned as follows:

1. The lands covered by this agreement (hereinafter referred to as the "communitized area") are described as follows:

Subdivisions: the E/2 SW/4 of Section 19, the E/2 W/2 of Section 30 and the E/2 NW/4 of
 Of Sect(s): 31 Twp: 17S Rng: 36R NMPM Lea County, NM
 Containing 320.00 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

ONLINE
 version
 December 9, 2021

State/State

2

4. BTA Oil Producers, LLC shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by BTA Oil Producers, LLC.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

ONLINE
version
December 9, 2021

State/State

2023 JUN 17 10:10:15
3

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: BTA Oil Producers, LLC

OPERATOR: BTA Oil Producers, LLC

BY: Barry Beal, Jr., Managing Member (Name and Title of Authorized Agent)

Barry Beal, Jr.

(Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
 County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

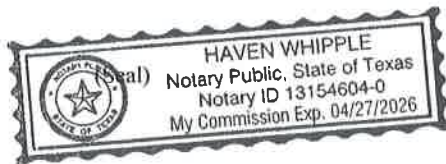
State of Texas)
 County of Midland)

This instrument was acknowledged before me on _____

Date : 3/30/23

By: Barry Beal, Jr., Managing Member of BTA Oil Producers, LLC

Name(s) of Person(s)



Haven Whipple

Signature of Notarial Officer

My commission expires: 4/27/2026

Lease # and Lessee of Record: B0-2287-0005 Samson Resources Co.

BY: Josh Anders, Chief Financial Officer (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
)
 County of _____)

This instrument was acknowledged before me on _____

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Oklahoma)
)
 County of Tulsa)

This instrument was acknowledged before me on _____

Date: 7 June 2023

By: Josh Anders, Chief Financial Officer of Samson Resources Co.

Name(s) of Person(s)

(Seal)



Lisa Mullins

Signature of Notarial Officer

My commission expires: 23 Feb 2025

ONLINE
 version
 December 9, 2021

State/State

2023 JUN 21 AM 10:15

Lease # and Lessee of Record: LG-6478-0000 BTA Oil Producers, LLC

BY: Barry Beal, Jr., Managing Member (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
 County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

 Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

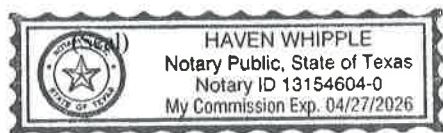
State of Texas)
 County of Midland)

This instrument was acknowledged before me on _____

Date: 8/30/23

By: Barry Beal, Jr., Managing Member

Name(s) of Person(s)




 Signature of Notarial Officer

My commission expires: 4/27/2026

Lease # and Lessee of Record: VC-0961-0000 BTA Oil Producers, LLCBY: Barry Beal, Jr., Managing Member (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

12/15

Acknowledgment in an Individual Capacity

State of _____)

SS)

County of _____)

This instrument was acknowledged before me on _____

Date _____

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Texas _____)

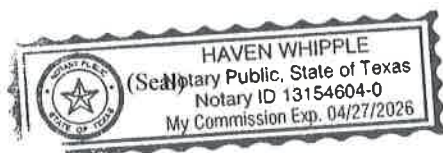
SS)

County of Midland _____)

This instrument was acknowledged before me on _____

Date: 3/30/23By: Barry Beal, Jr., Managing Member

Name(s) of Person(s)



Haven Whipple

Signature of Notarial OfficerMy commission expires: 4/27/2026

Lease # and Lessee of Record: VC-0611-0000 Slash Exploration Limited Partnership

BY: Kyle A. Armstrong, President of Armstrong Energy Corporation, as General Partner (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
 County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

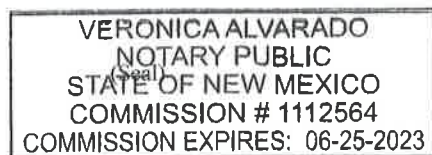
State of New Mexico)
 County of Chaves)

This instrument was acknowledged before me on _____

Date: June 15, 2023

By: Kyle A. Armstrong, President of Armstrong Energy Corporation, as General Partner

Name(s) of Person(s)




 Signature of Notarial Officer

My commission expires: June 25, 2023

ONLINE
 version
 December 9, 2021

State/State

2023 JUN 21 AM 10:15
 6

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated April 1, 2023
by and between BTA Oil Producers, LLC, (Operator), Samson Resources Co.,
BTA Oil Producers, LLC, Slash Exploration Limited Partnership,
, (Record Title Holders/Lessees of Record) covering the
Subdivisions : E/2 SW/4 of Section 19, the E/2 W/2 of Section 30 and the E/2 NW/4 of
Sect(s): 31, Twnshp 17S, Rnge: 36E, NMPM, Lea County, NM
Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if
applicable)
OPERATOR of Communitized Area: BTA Oil Producers, LLC

DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Samson Resources Co.Serial No. of Lease: B0-2287-0005Date of Lease: 1-23-1929

Description of Lands Committed:

Subdivisions: E/2 SW/4 ofSect(s): 19, Twnshp: 17S, Rng: 36E, NMPM, Lea County NMNo. of Acres: 80.00**TRACT NO. 2**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: BTA Oil Producers, LLCSerial No. of Lease: LG-6478-0000Date of Lease: 4-1-1979

Description of Lands Committed:

Subdivisions: E/2 NW/4 and the SE/4 SW/4 ofSect(s): 30, Twnshp: 17S, Rng: 36E, NMPM, Lea County, NMNo. of Acres: 120.00ONLINE
version
August, 2021

State/State

7

TRACT NO. 3Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: BTA Oil Producers, LLCSerial No. of Lease: VC-0961-0000Date of Lease: 4-1-2022

Description of Lands Committed:

Subdivisions: NE/4 SW/4 ofSect(s): 30 ,Twنشp: 17S ,Rng: 36E ,NMPM, Lea County, NMNo. of Acres: 40.00**TRACT NO. 4**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Slash Exploration Limited PartnershipSerial No. of Lease: VC-0611-0000Date of Lease: 4-1-2019

Description of Lands Committed:

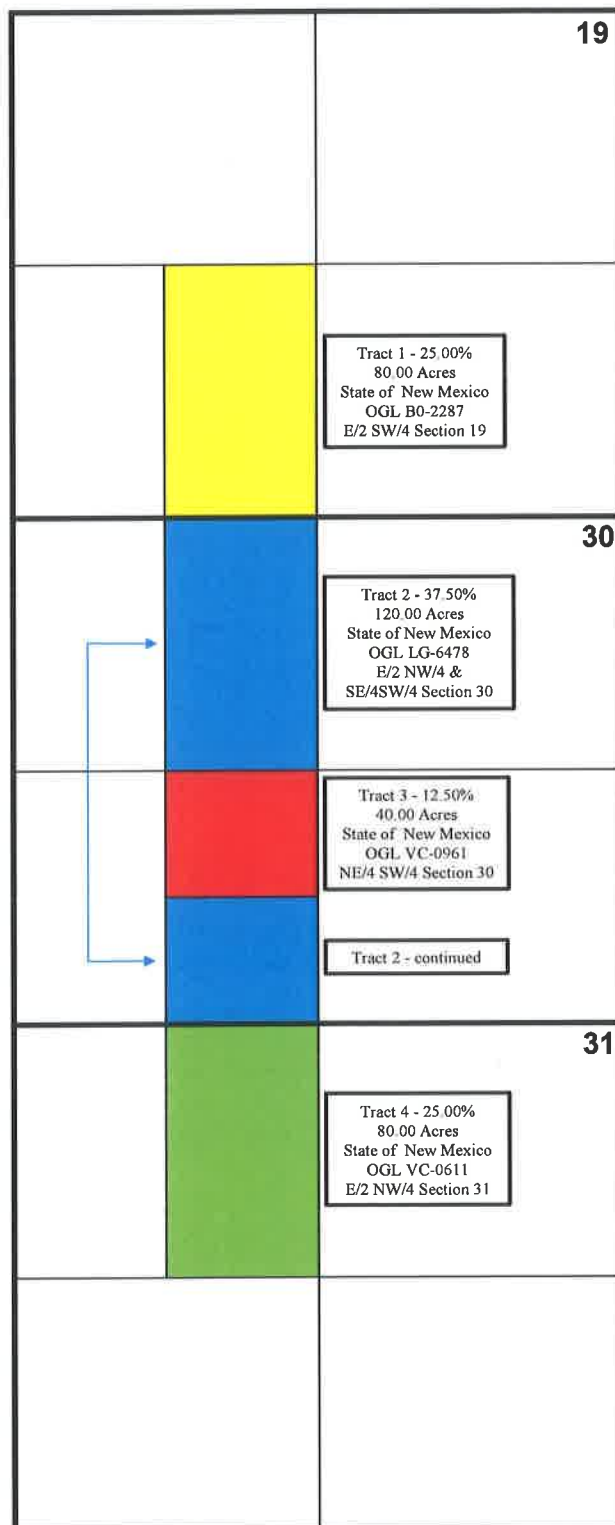
Subdivisions: E/2 NW/4Sect(s): 31 ,Twنشp: 17S ,Rng: 36E ,NMPM, Lea County, NMNo. of Acres: 80.00**RECAPITULATION**

| Tract number | Number of Acres Committed | Percentage of Interest In Communitized Area (Must equal 100%) |
|--------------|------------------------------|--|
| No. 1 | <u>80.00</u> | <u>25.00%</u> |
| No. 2 | <u>120.00</u> | <u>37.50%</u> |
| No. 3 | <u>40.00</u> | <u>12.50%</u> |
| No. 4 | <u>80.00</u> | <u>25.00</u> |
| TOTALS | <u>320.00</u> | <u>100.00%</u> |

2023 JUN 21 AM 10:15

EXHIBIT "A"

Attached to Communitization Agreement dated April 1, 2023, by BTA Oil Producers, LLC, et al, covering the E/2 SW/4 of Section 19, the E/2 W/2 of Section 30 and the E/2 NW/4 of Section 31, T-17-S, R-36-E, N.M.P.M., Lea County, New Mexico



**STATE/STATE OR
STATE/FEE**
Revised December 2021

ONLINE Version

API #: 30-0 25 - 51238

COUNTY OF LEA)

NOW THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the undersigned as follows:

1. The lands covered by this agreement (hereinafter referred to as the "communitized area") are described as follows:

Subdivisions: Lots 3 and 4 of Section 19 and Lots 1, 2, 3 and 4 of

Of Sect(s): 30 Twp: 17S Rng: 36E NMPM Lea County, NM

Containing 224.59 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. BTA Oil Producers, LLC shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by BTA Oil Producers, LLC.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

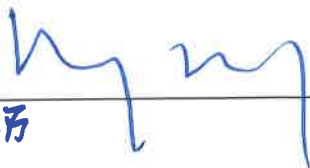
14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: BTA Oil Producers, LLC

OPERATOR: BTA Oil Producers, LLC

BY: Barry Beal, Jr., Managing Member (Name and Title of Authorized Agent)

 (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
 County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

 Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

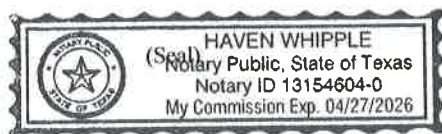
State of Texas)
 County of Midland)

This instrument was acknowledged before me on _____

Date : 3/30/23

By: Barry Beal, Jr., Managing Member of BTA Oil Producers, LLC

Name(s) of Person(s)





 Signature of Notarial Officer

My commission expires: 4/27/2026

Lease # and Lessee of Record: B0-2287-0010 BTA Oil Producers, LLC

BY: Barry Beal, Jr., Managing Member (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
 County of _____)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

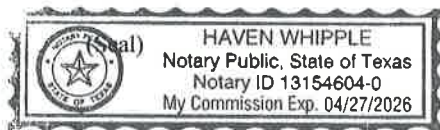
State of Texas)
 County of Midland)

This instrument was acknowledged before me on

Date: 3/30/23

By: Barry Beal, Jr., Managing Member

Name(s) of Person(s)



[Signature]

Signature of Notarial Officer

My commission expires: 4/27/2026

Lease # and Lessee of Record: B0-2287-0005 Samson Resources Co.

BY: Josh Anders, Chief Financial Officer (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of Oklahoma)
SS)

County of Tulsa)

This instrument was acknowledged before me on 7 June Date 2023

By Josh Anders
Name(s) of Person(s)

(Seal)



[Signature]

Signature of Notarial Officer

My commission expires: 23 Feb 2025

Acknowledgment in an Representative Capacity

State of Oklahoma)
SS)

County of Tulsa)

This instrument was acknowledged before me on

Date: 7 June 2023

By: Josh Anders, Chief Financial Officer

Name(s) of Person(s)



[Signature]

Signature of Notarial Officer

My commission expires: 23 Feb 2025

Lease # and Lessee of Record: LG-6478-0000 BTA Oil Producers, LLC

BY: Barry Beal, Jr., Managing Member (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
 County of _____)

This instrument was acknowledged before me on _____

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

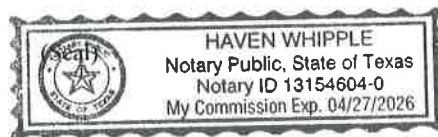
State of Texas)
 County of Midland)

This instrument was acknowledged before me on _____

Date: 3/30/23

By: Barry Beal, Jr., Managing Member

Name(s) of Person(s)



[Signature]

Signature of Notarial Officer

My commission expires: 4/27/2024

Pending Approval

Lease # and Lessee of Record: VC-0794-0000 Levi Sap Nei Thang, LLC

BY: Levi Sap Nei Thang, Managing Member (Name and Title of Authorized Agent)

(Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of)
SS)
County of)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires:

Acknowledgment in an Representative Capacity

State of Kansas)
SS)
County of)

This instrument was acknowledged before me on

Date:

By: Levi Sap Nei Thang, Managing Member

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires:

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated April 1, 2023
by and between BTA Oil Producers, LLC, (Operator), BTA Oil Producers, LLC,
Samson Resources Co., Levi Sap Nei Thang, LLC,
, (Record Title Holders/Lessees of Record) covering
the Subdivisions : Lots 3 and 4 of Section 19 and Lots 1, 2, 3 and 4 of
Sect(s): 30, Twnshp 17S, Rnge: 36E, NMPM, Lea County, NM
Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if
applicable)
OPERATOR of Communitized Area: BTA Oil Producers, LLC

DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1**

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: BTA Oil Producers, LLC

Serial No. of Lease: B0-2287-0010

Date of Lease: 1-23-1929

Description of Lands Committed:

Subdivisions: Lot 3 of

Sect(s): 19, Twnshp: 17S, Rng: 36E, NMPM, Lea County NM

No. of Acres: 37.35

TRACT NO. 2

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: Samson Resources Co.

Serial No. of Lease: B0-2287-0005

Date of Lease: 1-23-1929

Description of Lands Committed:

Subdivisions: Lot 4 of

Sect(s): 19, Twnshp: 17S, Rng: 36E, NMPM, Lea County, NM

No. of Acres: 37.40

TRACT NO. 3Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: BTA Oil Producers, LLCSerial No. of Lease: LG-6478-0000Date of Lease: 4-1-1979

Description of Lands Committed:

Subdivisions: Lots 1, 2 and 3 ofSect(s): 30, Twnshp: 17S, Rng: 36E, NMPM, Lea County, NMNo. of Acres: 112.35**TRACT NO. 4**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Levi Sap Nei Thang, LLCSerial No. of Lease: VC-0794-0000Date of Lease: 10-1-2020

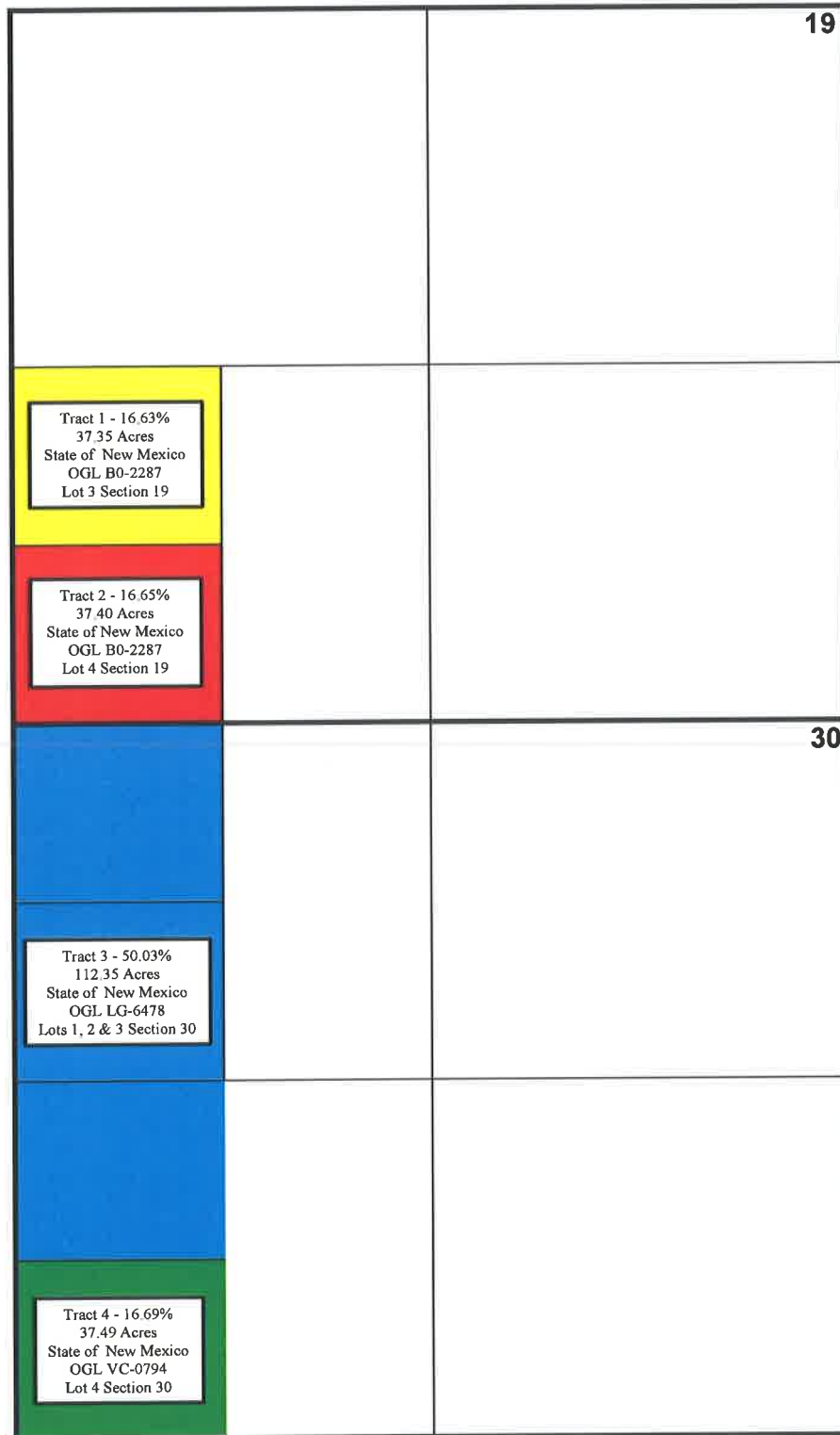
Description of Lands Committed:

Subdivisions: Lot 4 ofSect(s): 30, Twnshp: 17S, Rng: 36E, NMPM, Lea County, NMNo. of Acres: 37.49**RECAPITULATION**

| Tract number | Number of Acres Committed | Percentage of Interest In Communitized Area (Must equal 100%) |
|---------------------|--------------------------------------|--|
| No. 1 | <u>37.35</u> | <u>16.63%</u> |
| No. 2 | <u>37.40</u> | <u>16.65%</u> |
| No. 3 | <u>112.35</u> | <u>50.03%</u> |
| No. 4 | <u>37.49</u> | <u>16.69%</u> |
| TOTALS | <u>224.59</u> | <u>100.00%</u> |

EXHIBIT "A"

Attached to Communitization Agreement dated April 1, 2023, by BTA Oil Producers, LLC, et al, covering Lots 3 and 4 of Section 19 and Lots 1, 2, 3 and 4 of Section 30, T-17-S, R-36-E, N.M.P.M., Lea County, New Mexico





COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

310 OLD SANTA FE TRAIL
P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Melissa Randle
Manzano, LLC
PO Box 1737
Roswell, NM 88202-1737

June 15th, 2022

Re: Communitization Agreement Approval
Bodacious State Com #091H
Vertical Extent: Upper Penn
Township: 17 South, Range 36 East, NMPM
Section 9: SE4SE4
Section 16: E2E2
Section 21: E2NE4

Lea County, New Mexico

Dear Ms. Randle,

The Commissioner of Public Lands has this date approved the Bodacious State Com #091H Communitization Agreement for the Upper Penn formation effective 6-01-2022. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for One Year, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

Approval of this agreement does not warrant or certify that the operator and/or other working interest owners hold legal or equitable title to the leases which are committed hereto, nor does the Commissioner's approval constitute adjudication of any federal or private interests, or warrant or certify that the information supplied by the operator regarding federal or private interests is accurate.

If we may be of further service, please contact Baylen Lamkin at (505) 827-6628.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephanie Garcia Richard", is written over a horizontal line.

Stephanie Garcia Richard
Commissioner of Public Lands

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

Manzano, LLC
Bodacious State Com #091H
Upper Penn
Township: 17 South, Range: 36 East, NMPM
Section 9: SE4SE4
Section 16: E2E2
Section 21: E2NE4

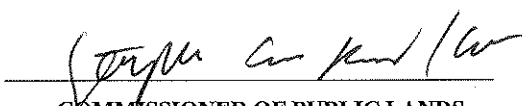
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 01, 2022**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 15th day of June, 2022.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

**NM State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**
Revised December 2021

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

API #: 30-0 25 - 49934

STATE OF NEW MEXICO) Well Name: Bodacious State Com #91H
SS)

COUNTY OF LEA)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1st production) June 1, 2022, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

WHEREAS, the parties hereto, own working, royalty, or other leasehold interests or operating rights under the oil and gas leases and lands subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Upper Penn formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE
version
December 9, 2021

State/State

1

2022 JUN 10 AM 8:18

NOW THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the undersigned as follows:

1. The lands covered by this agreement (hereinafter referred to as the "communitized area") are described as follows:

Subdivisions: Sec. 9: SE/4 SE/4, Sec. 16: E/2 E/2, Sec. 21: E/2 NE/4, T-17S, R-36E

Of Sect(s): 9, 16, 21 Twp: Rng: NMPM Lea County, NM

Containing 280.0 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

2022 JUN 10 AM 8:16

4. Manzano, LLC shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Manzano, LLC.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

2022 JUN 10 AM 8:18

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

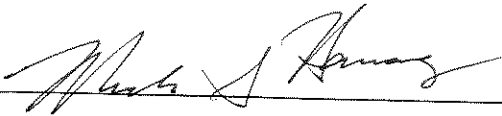
13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: Manzano, LLC

2022 JUN 10 AM 8:18

OPERATOR: Manzano, LLCBY: Michael G. Hanagan, Manager (Name and Title of Authorized Agent) (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
County of _____)
SS)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

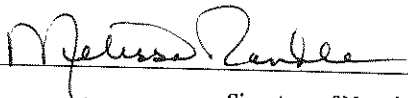
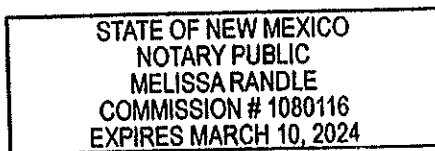
State of New Mexico)
County of Chaves)
SS)

This instrument was acknowledged before me on _____

Date : May 10, 2022By: Michael G. Hanagan, Manager of Manzano, LLC.

Name(s) of Person(s)

(Seal)

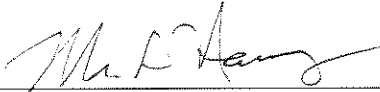

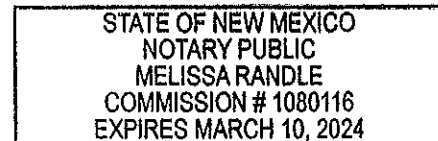

Signature of Notarial OfficerMy commission expires: March 10, 2024

2022 JUN 10 AM 8:18

TRACT #: 1

LESSEE:

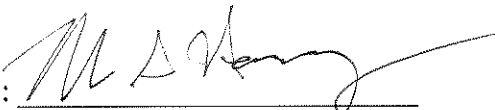
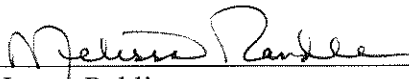
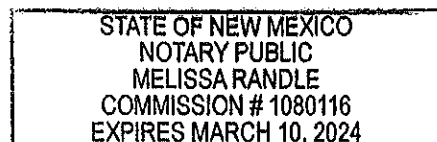
MANZANO, LLC

By: 
Michael G. Hanagan, ManagerState of New Mexico)
) ss
County of Chaves)The foregoing instrument was acknowledged before me this 10th day of May, 2022, by Michael G. Hanagan, Manager of Manzano, LLC.My Commission Expires: March 10, 2024
Notary Public

TRACT #: 2

LESSEE:

MANZANO, LLC

By: 
Michael G. Hanagan, ManagerState of New Mexico)
) ss
County of Chaves)The foregoing instrument was acknowledged before me this 10th day of May, 2022, by Michael G. Hanagan, Manager of Manzano, LLC.My Commission Expires: March 10, 2024
Notary Public

2022 JUN 10 AM 8:18

TRACT #: 3

LESSEE:

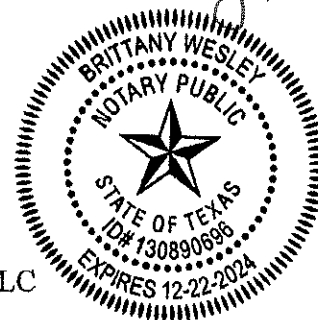
CHEVRON U.S.A. INC.

By: Kelly Coppins
KELLY COPPINS
 Name and **Attorney-in-Fact**

State of Texas)
) ss
 County of Harris)

The foregoing instrument was acknowledged before me this 1 day of June, 2022, by Kelly Coppins, Attorney-in-Fact, on behalf of Chevron U.S.A. Inc.

Brittany Wesley
 Notary Public

My Commission Expires: 12-22-2024

TRACT #: 4

LESSEE:

BTA OIL PRODUCERS, LLC

By: _____

Name and Title

State of _____)
) ss
 County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, _____, on behalf of BTA Oil Producers, LLC.

Notary Public

My Commission Expires: _____

2022 JUN 10 AM 8:18

TRACT #: 3

LESSEE: CHEVRON USA, INC.

By: _____

Name and TitleState of _____)
County of _____) ss

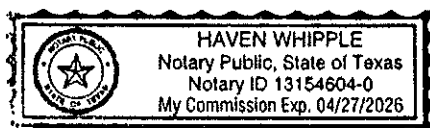
The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, on behalf of Chevron USA, Inc.

Notary Public

My Commission Expires: _____

TRACT #: 4

LESSEE: BTA OIL PRODUCERS, LLC

By: Barry Beal, Jr.Barry Beal, Jr., Managing Member
Name and TitleState of Texas)
County of Midland) ssThe foregoing instrument was acknowledged before me this 23rd day of May, 2022, by Barry Beal, Jr., Managing Member, on behalf of BTA Oil Producers, LLC.Haven Whipple
Notary Public

My Commission Expires: _____

STATE OF NEW MEXICO
NOTARY PUBLIC
MELISSA RANDLE
COMMISSION # 1080116
EXPIRES MARCH 10, 2024

Released to Imaging: 5/23/2024 12:53:35 PM

2022 JUN 10 AM 8:18

EXHIBIT A

Attached to, and made a part of, that certain Communitization Agreement, dated June 1, 2022, between Manzano, LLC, Operator, and BTA Oil Producers, LLC, Chevron U.S.A. Inc., and Manzano, LLC, Owners of Record Title Interest, covering the following described lands:

The Subdivision:Township 17 South, Range 36 East, N.M.P.M.

Section 9: SE/4 SE/4

Section 16: E/2 E/2

Section 21: E/2 NE/4

Lea County, New Mexico

Formation & Depth:

Upper Penn. As to all oil, gas, natural gasoline, and associated fluid hydrocarbons in the Canyon formation, the correlative interval of which is identified as the stratigraphic equivalent of the interval between 11,678' and 12,202' as found on the sonic log for the Deep Sparkling Muddler 15 State #1 well (API No. 30-025-22194) located 600' FSL and 1,980' FEL of Section 15, T-17S, R-36E, N.M.P.M., Lea County, New Mexico.

Operator of Communitized Area:

Manzano, LLC

Description of Leases Committed:TRACT NO. 1

Lessor:

State of New Mexico

Lessee:

Manzano, LLC

Serial No. of Lease:

VC-0301-0002

Date of Lease:

December 1, 2017

Description of Lands Committed:

Section 9: SE/4 SE/4

Township 17 South, Range 36 East, N.M.P.M.

Lea County, New Mexico

No. of Acres

40.0

TRACT No. 2

Lessor:

State of New Mexico

Lessee:

Manzano, LLC

Serial No. of Lease:

VC-0288-0002

Date of Lease:

December 1, 2017

Description of Lands Committed:

Section 16: E/2 NE/4

Township 17 South, Range 36 East, N.M.P.M.

Lea County, New Mexico

No. of Acres

80.0 gross

2022 JUN 10 AM 8:18

TRACT No. 3

Lessor: State of New Mexico
Lessee: Chevron U.S.A. Inc.
Serial No. of Lease: B0-1565-0012
Date of Lease: November 20, 1928
Description of Lands Committed: Section 16: E/2 SE/4
Township 17 South, Range 36 East, N.M.P.M.
Lea County, New Mexico
No. of Acres 80.0 gross

TRACT No. 4

Lessor: State of New Mexico
Lessee: BTA Oil Producers, LLC
Serial No. of Lease: V0-1591-0000
Date of Lease: September 1, 1985
Description of Lands Committed: Section 21: NE/4 NE/4
Township 17 South, Range 36 East, N.M.P.M.
Lea County, New Mexico
No. of Acres 40.0 gross

TRACT No. 5

Lessor: State of New Mexico
Lessee: Manzano, LLC
Serial No. of Lease: VC-0421-0000
Date of Lease: August 1, 2018
Description of Lands Committed: Section 21: SE/4 NE/4
Township 17 South, Range 36 East, N.M.P.M.
Lea County, New Mexico
No. of Acres 40.0 gross

2022 JUN 10 AM 8:18

RECAPITULATION

| <u>Tract Number</u> | <u>Number of Acres Committed</u> | <u>Percentage of Interest in Communitized Area</u> |
|---------------------|--------------------------------------|--|
| No. 1 | 40.0 | .14285771 |
| No. 2 | 80.0 | .28571429 |
| No. 3 | 80.0 | .28571429 |
| No. 4 | 40.0 | .14285771 |
| No. 5 | <u>40.0</u> | <u>.14287714</u> |
| | 280.0 | 1.00000000 |

Exhibit "B"
Attached to and made a part of that certain
Communitization Agreement, dated June 1, between
Manzano, LLC, as Operator, and Manzano, LLC, BTA Oil
Producers, LLC and Chevron U.S.A. Inc., as Record Title
Holders.

| | | |
|--|----|-----------------------|
| | | |
| | 9 | |
| | | Tr. 1 VC-0301-0002 |
| | | Tr. 2 VC-0288-0002 |
| | 16 | |
| | | Tr. 3 BO-1565-0012 |
| | | Tr. 4 V9-1591-0000 |
| | | Tr. 5 VC-0421-0000 |
| | 21 | |
| | | |

**STATE/STATE OR
STATE/FEE**
Revised December 2021

ONLINE Version

API #: 30-0 25 - 51020

COUNTY OF LEA)

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

WHEREAS, the parties hereto, own working, royalty, or other leasehold interests or operating rights under the oil and gas leases and lands subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Pennsylvanian Shale formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

State/State

1

NOW THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the undersigned as follows:

1. The lands covered by this agreement (hereinafter referred to as the "communitized area") are described as follows:

Subdivisions: W/2 SE/4 of Section 9, W/2 E/2 of Section 16, and the W/2 NE/4

Of Sect(s): 21 Twp: 17S Rng: 36E NMPM Lea County, NM

Containing 320.00 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. BTA Oil Producers, LLC shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by BTA Oil Producers, LLC.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: BTA Oil Producers, LLC

OPERATOR: BTA Oil Producers, LLC

BY: Barry Beal, Jr., Managing Member (Name and Title of Authorized Agent)

BB [Signature]

(Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
 County of _____)
)
)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

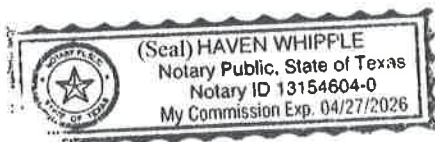
State of Texas)
 County of Midland)
)
)

This instrument was acknowledged before me on _____

Date : 7/10/23

By: Barry Beal, Jr., Managing Member of BTA Oil Producers, LLC

Name(s) of Person(s)



[Signature]

Signature of Notarial Officer

My commission expires: 4/27/2026

Lease # and Lessee of Record: VC-0301-0003 BTA Oil Producers, LLC
 BY: Barry Beal, Jr., Managing Member (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
)
 County of _____)

This instrument was acknowledged before me on _____

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

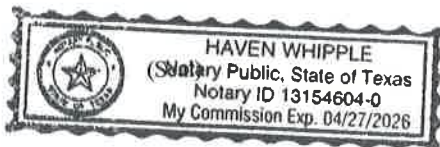
State of Texas)
)
 County of Midland)

This instrument was acknowledged before me on _____

Date: 7/10/23

By: Barry Beal, Jr., Managing Member of BTA Oil Producers, LLC

Name(s) of Person(s)



[Signature]
 Signature of Notarial Officer

My commission expires: 4/27/26

Lease # and Lessee of Record: VC-0288-0003 BTA Oil Producers, LLC
 BY: Barry Beal, Jr., Managing Member (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
)
 County of _____)

This instrument was acknowledged before me on _____

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

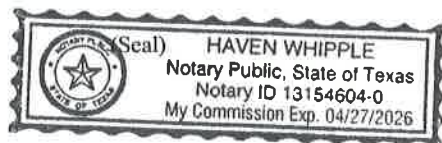
State of Texas)
)
 County of Midland)

This instrument was acknowledged before me on _____

Date: 7/10/23

By: Barry Beal, Jr., Managing Member of BTA Oil Producers, LLC

Name(s) of Person(s)




[Signature]
 Signature of Notarial Officer

My commission expires: 4/27/24

Lease # and Lessee of Record: B0-1565-0012 Chevron U.S.A. Inc.

BY: LYAZZAT ARENELLA (Name and Title of Authorized Agent)

ATTORNEY-IN-FACT
 (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
)
 County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

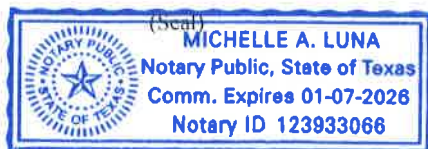
State of Texas)
)
 County of Harris)

This instrument was acknowledged before me on _____

Date: 08/15/2023

By: Lyazzat Arenella, Attorney-in-Fact of Chevron U.S.A. Inc.
 Name(s) of Person(s)


 Signature of Notarial Officer



My commission expires: 01-07-2026

Lease # and Lessee of Record: V0-1591-0000 BTA Oil Producers, LLC

BY: Barry Beal, Jr., Managing Member (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
)
 County of _____)

This instrument was acknowledged before me on _____

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

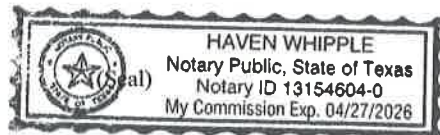
State of Texas)
)
 County of Midland)

This instrument was acknowledged before me on _____

Date: 7/10/23

By: Barry Beal, Jr., Managing Member of BTA Oil Producers, LLC

Name(s) of Person(s)



[Signature] Signature of Notarial Officer

My commission expires: 4/27/26

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated August 1, 2023
by and between BTA Oil Producers, LLC, (Operator), BTA Oil Producers, LLC,
BTA Oil Producers, LLC, Chevron USA Inc., BTA Oil Producers, LLC
, (Record Title Holders/Lessees of Record) covering
the Subdivisions : W/2 SE/4 Section 9, W/2 E/2 Section 16 and the W/2 NE/4
Sect(s): 21, Twnshp 17S, Rng: 36E, NMPM, Lea County, NM
Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if
applicable)
OPERATOR of Communitized Area: BTA Oil Producers, LLC

DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1**

Lessor: _____ State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: BTA Oil Producers, LLC

Serial No. of Lease: VC-0301-0003 Date of Lease: 12-1-2017

Description of Lands Committed:

Subdivisions: W/2 SE/4

Sect(s): 9 Twnshp: 17S, Rng: 36E NMPM, Lea County, NM

No. of Acres: 80.00

TRACT NO. 2

Lessor: _____ State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: BTA Oil Producers, LLC

Serial No. of Lease: VC-0288-0003 Date of Lease: 12-1-2017

Description of Lands Committed:

Subdivisions: W/2 NE/4

Sect(s): 16 Twnshp: 17S Rng: 36E NMPM, Lea County, NM

No. of Acres: 80.00

TRACT NO. 3Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Chevron USA Inc.Serial No. of Lease: B0-1565-0012 Date of Lease: 11-20-1928

Description of Lands Committed:

Subdivisions: W/2 SE/4Sect(s): 16 Twnshp: 17S Rng: 36E NMPM, Lea County, NMNo. of Acres: 80.00**TRACT NO. 4**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: BTA Oil Producers, LLCSerial No. of Lease: V0-1591-0000 Date of Lease: 9-1-1985

Description of Lands Committed:

Subdivisions: W/2 NE/4Sect(s): 21 Twnshp: 17S Rng: 36E NMPM, Lea County, NMNo. of Acres: 80.00**RECAPITULATION**

| Tract number | Number of Acres Committed | Percentage of Interest In Communitized Area (Must equal 100%) |
|--------------|------------------------------|--|
| No. 1 | <u>80.00</u> | <u>25.00%</u> |
| No. 2 | <u>80.00</u> | <u>25.00%</u> |
| No. 3 | <u>80.00</u> | <u>25.00%</u> |
| No. 4 | <u>80.00</u> | <u>25.00%</u> |
| TOTALS | <u>320.00</u> | <u>100.00%</u> |

EXHIBIT "A"

Attached to Communitization Agreement dated August 1, 2023, by BTA Oil Producers, LLC, et al, covering the W/2 SE/4 of Section 9, the W/2 E/2 of Section 16 and the W/2 NE/4 of Section 21, T-17-S, R-36-E, N.M.P.M., Lea County, New Mexico

| | | |
|--|--|----|
| | | 9 |
| Tract 1 - 25.00% 80.00 Acres State of New Mexico OGL VC-0301 W/2 SE/4 Section 9 | | |
| | | 16 |
| Tract 2 - 25.00% 80.00 Acres State of New Mexico OGL VC-0288 W/2 NE/4 Section 16 | | |
| Tract 3 - 25.00% 80.00 Acres State of New Mexico OGL B0-1565 W/2 SE/4 Section 16 | | |
| | | 21 |
| Tract 4 - 25.00% 80.00 Acres State of New Mexico OGL V0-1591 W/2 NE/4 Section 21 | | |
| | | |

Affected Parties Requiring Notification

| Tracking # (Certified W/ Digital Return Receipt) | Name & Address |
|---|---|
| 92148969009997901831594185 | , 801, LLC, PO Box 900, Artesia, NM, 88221 |
| 92148969009997901831594192 | , Allar Company, PO Box 1567, Graham, TX, 76540 |
| 92148969009997901831594208 | , Allar Development LLC, PO Box 1567, Graham, TX, 76540 |
| 92148969009997901831594215 | , Amanda Smart, 4251 Del Ridge Dr., High Ridge, MO, 63049 |
| 92148969009997901831594222 | , Angelo Holdings LLC, PO Box 50086, Midland, TX, 79710 |
| 92148969009997901831594239 | , Angelo, Ernest Jr, PO Box 50086, Midland, TX, 79710 |
| 92148969009997901831594246 | , Armstrong Energy Corporation, PO Box 1973, Roswell, NM, 88202-1973 |
| 92148969009997901831594253 | , Axis Energy Corporation, PO Box 2107, Roswell, NM, 88202-2107 |
| 92148969009997901831594260 | , Babe Development LLC, PO Box 758, Roswell, NM, 88202-0758 |
| 92148969009997901831594277 | , Bane Bigbie, Inc., PO Box 998, Ardmore, OK, 73402 |
| 92148969009997901831594284 | , Bean Family Limited Company, PO Box 45750, Rio Rancho, NM, 87174 |
| 92148969009997901831594291 | , Bernhardt Oil Corporation, 1000 Greenway Circle, Norman, OK, 73072 |
| 92148969009997901831594307 | , Big Three Energy Group, LLC, PO Box 429, Roswell, NM, 88202 |
| 92148969009997901831594314 | , Black Stone Minerals Company, LP, 1001 Fannin, Houston, TX, 77002 |
| 92148969009997901831594321 | , Blue Ridge Royalties LLC, PO Box 1973, Roswell, NM, 88202-1973 |
| 92148969009997901831594338 | , Boyd and McWilliams Investments, 550 W. Texas Ave., Midland, TX, 79701 |
| 92148969009997901831594345 | , Brian P. McCoy, as separate property, 1601 S. Lead St., Deming, NM, 88030 |
| 92148969009997901831594352 | , Cactus Operating Company, 11302 Hwy 84, Shallowater, TX, 79363 |
| 92148969009997901831594369 | , CBR Oil Properties, LLC, PO Box 1778, Spring, TX, 77383 |
| 92148969009997901831594376 | , Centennial LLC, PO Box 1837, Roswell, NM, 88202-1837 |
| 92148969009997901831594383 | , Chimney Rock Oil and Gas LLC, PO Box 1973, Roswell, NM, 88202-1973 |
| 92148969009997901831594390 | , Clark Family Limited Partnership, 21966 Windrose Point, New Caney, TX, 77357 |
| 92148969009997901831594406 | , CLM Production Company, PO Box 881, Roswell, NM, 88202 |
| 92148969009997901831594413 | , Collins and Jones Investments LLC, 3824 Cedar Springs Rd, Dallas, TX, 75219 |
| 92148969009997901831594420 | , Construct, LLC, 1919 N. Turner St., Hobbs, NM, 88240 |
| 92148969009997901831594437 | , Continental Resources, Inc. ATTN: Northern Production, PO Box 269007, Oklahoma, OK, 73126 |
| 92148969009997901831594444 | , Corser, Matt, 8100 Wyoming Blvd NE, Albuquerque, NM, 87113 |

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| 92148969009997901831594451 | , Cromwell, David W., 2008 Country Club Dr., Midland, TX, 79701 |
| 92148969009997901831594468 | , Crown Oil Partners IV Employee Holdings, LLC, PO Box 50820, Midland, TX, 79710 |
| 92148969009997901831594475 | , Crown Oil Partners, LP, PO Box 50820, Midland, TX, 79710 |
| 92148969009997901831594482 | , Crown Ventures III, LLC, PO Box 50820, Midland, TX, 79710 |
| 92148969009997901831594499 | , Crump Energy Investments, LLC, PO Box 50820, Midland, TX, 79710 |
| 92148969009997901831594505 | , Cuthbert Royalties, LLC, PO Box 50573, Midland, TX, 79710 |
| 92148969009997901831594512 | , David Petroleum Corp, 116 W First Street, Roswell, NM, 88203 |
| 92148969009997901831594529 | , Discovery Exploration, PO Box 50086, Midland, TX, 79710 |
| 92148969009997901831594536 | , Faught, Jesse A., Jr., PO Box 52603, Midland, TX, 79710 |
| 92148969009997901831594543 | , Featherstone Development Corp., PO Box 429, Roswell, NM, 88202 |
| 92148969009997901831594550 | , Fenn, Catheryn Isabella Trust Bill Fenn Trustee, PO Box 1757, Roswell, NM, 88202-1575 |
| 92148969009997901831594567 | , First Century Oil, Inc., 300 N. Marienfeld St., Midland, TX, 79701 |
| 92148969009997901831594574 | , Forrest, Richard and Susan Rev Trust, 208 Dickson Lane, Carlsbad, NM, 88220 |
| 92148969009997901831594581 | , Fuel Products, Inc., 500 W. Texas, Midland, TX, 79701 |
| 92148969009997901831594598 | , Gannaway Oil, LLC, PO Box 417, Roswell, NM, 88201 |
| 92148969009997901831594604 | , Good News Minerals, LLC, PO Box 50820, Midland, TX, 79710 |
| 92148969009997901831594611 | , Hanagan Petroleum Corporation, PO Box 1737, Rowsell, NM, 88202 |
| 92148969009997901831594628 | , Hanagan, Michael G. and Danette, PO Box 1737, Rowsell, NM, 88202 |
| 92148969009997901831594635 | , Hanagan, Mike, PO Box 1737, Rowsell, NM, 88202 |
| 92148969009997901831594642 | , Hanson Operating Co., Inc., PO Box 1515, Rowsell, NM, 88202-1515 |
| 92148969009997901831594659 | , Hat Mesa Oil Company, PO Box 1216, Albuquerque, NM, 87103 |
| 92148969009997901831594666 | , Headington Oil Company, LP, 1501 N. Hardin Blvd, McKinney, TX, 75072 |
| 92148969009997901831594673 | , Highland (Texas) Energy Company, 11886 Greenville Ave., Dallas, TX, 75243 |
| 92148969009997901831594680 | , Hutchings Oil Company, PO Box 1216, Albuquerque, NM, 87103 |
| 92148969009997901831594697 | , JandL Exploration, LLC, 2610 Gaye Dr., Roswell, NM, 88201 |
| 92148969009997901831594703 | , John S. Smart, 6825 Island Circle, Midland, TX, 79707 |
| 92148969009997901831594710 | , JTD Resources, LLC, PO Box 3422, Midland, TX, 79702 |
| 92148969009997901831594727 | , Laura A. McCoy, as separate property, PO Box 1773, Roswell, NM, 88202 |
| 92148969009997901831594734 | , Marathon Oil Permian LLC, 990 Town and Country Blvd., Houston, TX, 77024 |

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| 92148969009997901831594741 | , Mark K. Nearburg and wife, Kim M. Nearburg, 710 Dragon, Lakeway, TX, 78734 |
| 92148969009997901831594758 | , Martha Smart, 6825 Island Circle, Midland, TX, 79707 |
| 92148969009997901831594765 | , Maverick Permian LLC, 1111 Bagby St., Houston, TX, 77002 |
| 92148969009997901831594772 | , Mavros Minerals II LLC, PO Box 50820, Midland, TX, 79710 |
| 92148969009997901831594789 | , Mavros Oil Company, LLC, PO Box 50820, Midland, TX, 79710 |
| 92148969009997901831594796 | , McBride Minerals LLC, PO Box 1515, Roswell, NM, 88202-1515 |
| 92148969009997901831594802 | , McGee, George and Melissa, PO Box 2471, Midland, TX, 79702 |
| 92148969009997901831594819 | , MCT Energy LTD, 262 Carroll Street, Fort Worth, TX, 76107 |
| 92148969009997901831594826 | , Michael F. McCoy, as separate property, 6771 Meade St., Hollywood, FL, 33024 |
| 92148969009997901831594833 | , Mike Tindle and wife, Anita Tindle, 5445 Duck Creek Rd., Sanger, TX, 76266 |
| 92148969009997901831594840 | , Mitchell, Stephen T., 6212 Homestead Blvd., Midland, TX, 79705 |
| 92148969009997901831594857 | , Morningstar Operating LLC, 400 W 7th St, Fort Worth, TX, 76102 |
| 92148969009997901831594864 | , Natural Gas Services, 400 N. Pennsylvania, Ave., Roswell, NM, 88201 |
| 92148969009997901831594871 | , Nearburg Exploration Company, L.L.C., PO Box 823085, Dallas, TX, 75382 |
| 92148969009997901831594888 | , New Mexico Western Minerals, Inc., PO Box 45750, Rio Rancho, NM, 87174 |
| 92148969009997901831594895 | , Oak Valley Mineral and Land LP, PO Box 50820, Midland, TX, 79710 |
| 92148969009997901831594901 | , Owen, William B., 135 Santiago Circle, Alto, NM, 88312 |
| 92148969009997901831594918 | , Patrick Smart, 6829 Island Circle, Midland, TX, 79707 |
| 92148969009997901831594925 | , PDIII Exploration, Ltd., PO Box 871, Midland, TX, 79702 |
| 92148969009997901831594932 | , Peregrine Production LLC, PO Box 50655, Midland, TX, 79710 |
| 92148969009997901831594949 | , Post Oak Crown IV, LLC, 5200 San Felipe, Houston, TX, 77056 |
| 92148969009997901831594956 | , Post Oak Mavros II, LLC, 34 S. Wynden Drive, Houston, TX, 77056 |
| 92148969009997901831594963 | , Prospector, LLC, PO Box 429, Roswell, NM, 88202-0429 |
| 92148969009997901831594970 | , Read and Stevens, Inc., 300 N. Marienfeld St., Midland, TX, 79701 |
| 92148969009997901831594987 | , Regen Royalty Corp., PO Box 210, Artesia, NM, 88210-0210 |
| 92148969009997901831594994 | , Ross Duncan Properties LLC, 1401 W. Main, Artesia, NM, 88210 |
| 92148969009997901831595007 | , Sandhills Oil Company, 6 Hanover, Midland, TX, 79705 |
| 92148969009997901831595014 | , SBI West Texas I LLC, 6702 Broadway, Galveston, TX, 77554 |
| 92148969009997901831595021 | , Scott Investment Corp., PO Box 1834, Roswell, NM, 88202 |

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| 92148969009997901831595038 | , Scott-Winn, LLC, PO Box 1834, Roswell, NM, 88202 |
| 92148969009997901831595045 | , SCW Interiors, LLC, PO Box 1216, Albuquerque, NM, 87103 |
| 92148969009997901831595052 | , SDH Investments Inc., PO Box 64217, Lubbock, TX, 79464 |
| 92148969009997901831595069 | , Sharbro Energy, LLC, PO Box 840, Artesia, NM, 88211 |
| 92148969009997901831595076 | , Sitio Permian, LP, 1401 Lawrence Street, Denver, CO, 80202 |
| 92148969009997901831595083 | , Slash Exploration Limited Partnership, P. O. Box 1973, Roswell, NM, 88202 |
| 92148969009997901831595090 | , Smith, Kirk C/O Peregrine Production, LLC, PO Box 50655, Midland, TX, 79701 |
| 92148969009997901831595106 | , Sortida Resources, LLC, PO Box 50820, Midland, TX, 79710 |
| 92148969009997901831595113 | , SR Primo Holdings, LLC, 1002 Camino Del Llano, Artesia, NM, 88210 |
| 92148969009997901831595120 | , State of New Mexico, 310 Old Santa Fe Trail, Santa Fe, NM, 87501 |
| 92148969009997901831595137 | , State Of New Mexico The Commissioner Of Public Lands Oil and Gas Accou, PO Box 1148, Santa Fe, NM, 87504 |
| 92148969009997901831595144 | , Tamaroa Development LLC, PO Box 560430, The Colony, TX, 75056-0430 |
| 92148969009997901831595151 | , Texas Standard Oil LLC c/o Pat Johnson, 2128 Antilles Club Dr., Kissimmee, FL, 34747 |
| 92148969009997901831595168 | , Thomas M. Beall and wife, Carolyn R. Beall, 500 W. Texas, Midland, TX, 79701 |
| 92148969009997901831595175 | , Thompson, John and Anita Thompson, 2884 East Mescalero Road, Roswell, NM, 88201 |
| 92148969009997901831595182 | , Tierra Encantada, LLC, PO Box 811, Roswell, NM, 88202 |
| 92148969009997901831595199 | , V-F Petroleum Inc., 500 W. Texas, Midland, TX, 79701 |
| 92148969009997901831595205 | , Wacker, H. Jason, 5601 Hillcrest, Midland, TX, 79707 |
| 92148969009997901831595212 | , Wade Petroleum Corporation, 9 Broken Arrow Place, Sandia Park, NM, 87047 |
| 92148969009997901831595229 | , Warren Associates C/O John Mark Warren, 4300 N. Derrick CV, Spicewood, TX, 78669 |
| 92148969009997901831595236 | , Warren Inc., PO Box 10400, Albuquerque, NM, 87184-0400 |
| 92148969009997901831595243 | , West Pecos Trading Company, LLC, 8849 Larston St., Houston, TX, 77055 |
| 92148969009997901831595250 | , William D. McCoy, as separate property, PO Box 1773, Roswell, NM, 88202 |
| 92148969009997901831595267 | , Worrall Investment Corporation, PO Box 1834, Roswell, NM, 88202 |
| 92148969009997901831595274 | , Yates Energy Corporation, PO Box 2323, Roswell, NM, 88202 |

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

Beginning with the issue dated
December 14, 2023
and ending with the issue dated
December 14, 2023.



Publisher

Sworn and subscribed to before me this
14th day of December 2023.



Business Manager

My commission expires
January 29, 2027

(Seal)

STATE OF NEW MEXICO
NOTARY PUBLIC
GUSSIE RUTH BLACK
COMMISSION # 1087526
COMMISSION EXPIRES 01/29/2027

This newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Laws of 1937 and payment of fees for said publication has been made.



01101299

00285776

PAM INSKEEP
BTA OIL PRODUCERS
104 SOUTH PECOS
MIDLAND, TX 79701

From: [Sammy Hajar](#)
To: [McClure, Dean, EMNRD](#)
Cc: [Katy W. Reddell](#)
Subject: [EXTERNAL] RE: Action ID: 294847; CTB-1115
Date: Monday, May 20, 2024 8:37:45 AM
Attachments: [image001.png](#)
[CTB & Sales Point Location Information.pdf](#)
Importance: High

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Good morning Dean,

I have gone ahead and compiled the requested information into the attached PDF. Please let me know if you are in need of anything else for this application submission.

Thanks,

Sammy Hajar
Regulatory
BTA Oil Producers, LLC
104 S. Pecos
Midland, TX. 79701
Office: 432-682-3753 ext. 106



From: McClure, Dean, EMNRD <Dean.McClure@emnrd.nm.gov>
Sent: Friday, May 17, 2024 3:57 PM
To: Sammy Hajar <SHajar@btaoil.com>
Cc: Katy W. Reddell <KReddell@btaoil.com>
Subject: Action ID: 294847; CTB-1115

Caution: This email originated from outside of BTA. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern (c/o Sammy Hajar for BTA Oil Production, LLC),

The Division is reviewing the following application:

| | |
|------------------|---------------|
| Action ID | 294847 |
| Admin No. | CTB-1115 |
| | |

| | |
|------------------|---------------------------------|
| Applicant | BTA Oil Producers, LLC (260297) |
| Title | Penn Shale CDP 1 (GAS) |
| Sub. Date | 12/15/2023 |

Please provide the following additional supplemental documents:

-

Please provide additional information regarding the following:

- Please provide a full list of all batteries, sales meters, and the quarter-quarter PLSS for each of them. Please note that well pads do not need to be included unless a facility is located on it.

Additional notes:

-

All additional supplemental documents and information may be provided via email and should be done by replying to this email. The produced email chain will be uploaded to the file for this application.

Please note that failure to take steps to address each of the requests made in this email within 10 business days of receipt of this email may result in the Division rejecting the application requiring the submittal of a new application by the applicant once it is prepared to address each of the topics raised.

Dean McClure
Petroleum Engineer, Oil Conservation Division
New Mexico Energy, Minerals and Natural Resources Department
(505) 469-8211

From: [McClure, Dean, EMNRD](#) on behalf of [Engineer, OCD, EMNRD](#)
To: [Sammy Hajar](#); [Katy W. Reddell](#)
Cc: [McClure, Dean, EMNRD](#); [Kautz, Paul, EMNRD](#); [Wrinkle, Justin, EMNRD](#); [Powell, Brandon, EMNRD](#); [Lamkin, Baylen L.](#)
Subject: Approved Administrative Order CTB-1115
Date: Thursday, May 23, 2024 12:46:13 PM
Attachments: [CTB1115 Order.pdf](#)

NMOCD has issued Administrative Order CTB-1115 which authorizes BTA Oil Producers, LLC (260297) to surface commingle or off-lease measure, as applicable, the following wells:

| Well API | Well Name | UL or Q/Q | S-T-R | Pool |
|--------------|--|----------------------------------|--|-------|
| 30-025-51355 | Hideout 22115 24 13 State Com #1H | E/2 E/2 E/2 NE/4 | 13-17S-35E 24-17S-35E | 98333 |
| 30-025-51386 | Hideout 22115 24 13 State Com #2H | W/2 E/2 W/2 NE/4 | 13-17S-35E 24-17S-35E | 98333 |
| 30-025-50165 | Bluebell 22115 19 18 State Com #1H | E/2 W/2 E/2 NW/4 | 18-17S-36E 19-17S-36E | 98333 |
| 30-025-50166 | Bluebell 22115 19 18 State Com #2H | W/2 W/2 W/2 NW/4 | 18-17S-36E 19-17S-36E | 98333 |
| 30-025-50549 | Big Piney 22115 19 18 State Com #1H | E/2 E/2 E/2 NE/4 | 18-17S-36E 19-17S-36E | 98333 |
| 30-025-50550 | Big Piney 22115 19 18 State Com #2H | W/2 E/2 W/2 NE/4 | 18-17S-36E 19-17S-36E | 98333 |
| 30-025-51237 | Altamont 7903 19 30 31 State Com #1H | E/2 SW/4 E/2 W/2 E/2 NW/4 | 19-17S-36E 30-17S-36E 31-17S-36E | 98333 |
| 30-025-51238 | Altamont 7903 19 30 31 State Com #2H | W/2 SW/4 W/2 W/2 | 19-17S-36E 30-17S-36E | 98333 |
| 30-025-49781 | Vindicator Canyon State Unit #152H | E/2 W/2 NE/4 | 15-17S-36E 22-17S-36E | 98333 |
| 30-025-46513 | Vindicator Canyon State Unit #153H | E/2 W/2 | 15-17S-36E | 98333 |
| 30-025-49355 | Vindicator Canyon State Unit #154H | W/2 W/2 W/2 NW/4 | 15-17S-36E 22-17S-36E | 98333 |
| 30-025-48404 | Vindicator Canyon State Unit #223H | E/2 W/2 E/2 W/2 | 22-17S-36E 27-17S-36E | 98333 |
| 30-025-49934 | Vindicator Canyon State Unit Com #91H | SE/4 SE/4 E/2 E/2 E/2 NE/4 | 9-17S-36E 16-17S-36E 21-17S-36E | 98333 |
| 30-025-51019 | Vindicator Canyon State Unit #303H | E/2 SE/4 E/2 E/2 E/2 NE/4 | 21-17S-36E 28-17S-36E 33-17S-36E | 98333 |
| 30-025-51020 | Vindicator Canyon State Unit Com #404H | W/2 SE/4 W/2 E/2 W/2 NE/4 | 9-17S-36E 16-17S-36E 21-17S-36E | 98333 |
| 30-025-50814 | Vindicator Canyon State Unit #305H | W/2 SW/4 W/2 W/2 | 22-17S-36E 27-17S-36E | 98333 |
| 30-025-50815 | Vindicator Canyon State Unit #306H | E/2 SW/4 E/2 W/2 | 22-17S-36E 27-17S-36E | 98333 |
| 30-025-51021 | Vindicator Canyon State Unit #307H | W/2 SE/4 W/2 E/2 | 22-17S-36E 27-17S-36E | 98333 |

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|--------------|---------------------------------------|---------------------|--------------------------|-------|
| 30-025-51022 | Vindicator Canyon State Unit #308H | E/2 SE/4 E/2 E/2 | 22-17S-36E 27-17S-36E | 98333 |
| 30-025-52026 | Vindicator Canyon State Unit #319H | E/2 W/2 E/2 W/2 | 29-17S-36E 32-17S-36E | 98333 |
| 30-025-52027 | Vindicator Canyon State Unit #320H | W/2 W/2 W/2 W/2 | 29-17S-36E 32-17S-36E | 98333 |

The administrative order is attached to this email and can also be found online at OCD Imaging.

Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.

Dean McClure

Petroleum Engineer, Oil Conservation Division

New Mexico Energy, Minerals and Natural Resources Department

(505) 469-8211

CTB & Sales Point Location Information

| CTB NAME | Quarter- Quarter | Sec, Township, Range |
|--------------------------|-------------------------|-----------------------------|
| Hideout CTB | SENE | S24, T17S, R35E |
| Bluebell & Big Piney CTB | NWSW / LOT 3 | S19, T17S, R36E |
| Altamont CTB | NWSW / LOT 3 | S19, T17S, R36E |
| Vindicator 1 CTB | NENW | S15, T17S, R36E |
| Vindicator 2 CTB | SWSE | S20, T17S, R36E |
| Vindicator 3 CTB | SENW | S22, T17S, R36E |
| Vindicator 4 CTB | NENW | S21, T17S, R36E |

| Sales Point | Quarter- Quarter | Sec, Township, Range |
|--------------------|-------------------------|-----------------------------|
| Penn Shale CDP #1 | NWSW / LOT 3 | S19, T17S, R36E |

**STATE OF NEW MEXICO
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION**

**APPLICATION FOR SURFACE COMMINGLING
SUBMITTED BY BTA OIL PRODUCERS, LLC**

ORDER NO. CTB-1115

ORDER

The Director of the New Mexico Oil Conservation Division (“OCD”), having considered the application and the recommendation of the OCD Engineering Bureau, issues the following Order.

FINDINGS OF FACT

1. BTA Oil Producers, LLC (“Applicant”) submitted a complete application to surface commingle the gas production from the pools, leases, and wells identified in Exhibit A (“Application”).
2. Applicant proposed a method to allocate the gas production to the pools, leases, and wells to be commingled.
3. To the extent that ownership is diverse, Applicant provided notice of the Application to all persons owning an interest in the gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
4. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
5. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10.C.(4)(g) NMAC.
6. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease identified in Exhibit A.
7. Applicant submitted or intends to submit one or more proposed communitization agreement(s) (“Proposed Agreement(s)”) to the BLM or NMSLO, as applicable, identifying the acreage of each lease to be consolidated into a single pooled area (“Pooled Area”), as described in Exhibit B.

CONCLUSIONS OF LAW

8. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.

9. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10.A.(2) NMAC, 19.15.12.10.C.(4)(c) NMAC, and 19.15.12.10.C.(4)(e) NMAC, as applicable.
10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9.A.(5) NMAC and 19.15.23.9.A.(6) NMAC, as applicable.
11. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10.B.(1) NMAC or 19.15.12.10.C.(1) NMAC, as applicable.
12. Commingling of gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10.B.(3) NMAC and 19.15.12.10.C.(4)(h) NMAC.
13. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10.C.(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
14. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

ORDER

1. Applicant is authorized to surface commingle gas production from the pools, leases, and wells identified in Exhibit A.

Applicant is authorized to store and measure gas production off-lease from the pools, leases, and wells identified in Exhibit A at a central tank battery or gas title transfer meter described in Exhibit A.

Applicant is authorized to surface commingle gas production from wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A.

Applicant is authorized to store and measure gas production off-lease from wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A at a central tank battery or gas title transfer meter described in Exhibit A.

2. For matters of surface commingling and off-lease storing and measuring gas production and for the wells identified in Exhibit A, this Order supersedes Order CTB-1074.
3. For each Pooled Area described in Exhibit B, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing gas production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit a Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or

NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Applicant shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Applicant shall submit a new surface commingling application to OCD to conform this Order with the approved Agreement(s). If Applicant fails to submit the new surface commingling application or OCD denies the new surface commingling application, this Order shall terminate on the date of such action.

Applicant shall allocate the gas production to each lease within a Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the Pooled Area described in Exhibit B until the Proposed Agreement which includes the Pooled Area is approved. After the Proposed Agreement is approved, the gas production from the Pooled Area shall be allocated as required by the BLM's or NMSLO's, as applicable, approval of the Agreement, including any production that had been allocated previously in accordance with this Order.

4. The allocation of gas production to wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
5. The gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
6. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8.B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8.E. NMAC.
7. Applicant shall calibrate the meters used to measure or allocate gas production in accordance with 19.15.12.10.C.(2) NMAC.
8. If the commingling of gas production from any pool, lease, or well reduces the value of the commingled gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.

9. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10.C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
10. If a well is not included in Exhibit A but produces from a pool and lease identified in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of gas production to it, and the location(s) that commingling of its production will occur.
11. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
12. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).
13. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



**DYLAN M. FUGE
DIRECTOR (ACTING)**

DATE: 5/23/24

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **CTB-1115**

Operator: **BTA Oil Producers, LLC (260297)**

Central Tank Battery: **Penn Shale Central Delivery Point #1**

Central Tank Battery Location: **UL L, Section 19, Township 17 South, Range 36 East**

Central Tank Battery: **Hideout Central Tank Battery**

Central Tank Battery Location: **UL H, Section 24, Township 17 South, Range 35 East**

Central Tank Battery: **Altamont Central Tank Battery**

Central Tank Battery Location: **UL L, Section 19, Township 17 South, Range 36 East**

Central Tank Battery: **Vindicator 1 Central Tank Battery**

Central Tank Battery Location: **UL C, Section 15, Township 17 South, Range 36 East**

Central Tank Battery: **Vindicator 2 Central Tank Battery**

Central Tank Battery Location: **UL O, Section 20, Township 17 South, Range 36 East**

Central Tank Battery: **Vindicator 3 Central Tank Battery**

Central Tank Battery Location: **UL F, Section 22, Township 17 South, Range 36 East**

Central Tank Battery: **Vindicator 4 Central Tank Battery**

Central Tank Battery Location: **UL C, Section 21, Township 17 South, Range 36 East**

Central Tank Battery: **Bluebell and Big Piney Central Tank Battery**

Central Tank Battery Location: **UL L, Section 19, Township 17 South, Range 36 East**

Gas Title Transfer Meter Location: **UL L, Section 19, Township 17 South, Range 36 East**

Pools

| Pool Name | Pool Code |
|---|--------------|
| WC-025 G-09 S173615C; UPPER PENN | 98333 |

Leases as defined in 19.15.12.7(C) NMAC

| Lease | UL or Q/Q | S-T-R |
|---|-----------|------------|
| CA Pennsylvanian NMSLO 204505 PUN 1397823 | E/2 W/2 | 18-17S-36E |
| | E/2 NW/4 | 19-17S-36E |
| CA Pennsylvanian NMSLO 204506 PUN 1397834 | W/2 W/2 | 18-17S-36E |
| | W/2 NW/4 | 19-17S-36E |
| CA Pennsylvanian NMSLO 204544 PUN 1398220 | E/2 E/2 | 18-17S-36E |
| | E/2 NE/4 | 19-17S-36E |
| CA Pennsylvanian NMSLO 204544 PUN 1398238 | W/2 E/2 | 18-17S-36E |
| | W/2 NE/4 | 19-17S-36E |
| CA Pennsylvanian NMSLO 204879 | E/2 E/2 | 13-17S-35E |
| | E/2 NE/4 | 24-17S-35E |
| CA Pennsylvanian NMSLO 204882 PUN 1403297 | W/2 E/2 | 13-17S-35E |
| | W/2 NE/4 | 24-17S-35E |
| CA Pennsylvanian NMSLO 204619 PUN 1399714 | E/2 SW/4 | 19-17S-36E |
| | E/2 W/2 | 30-17S-36E |
| | E/2 NW/4 | 31-17S-36E |
| CA Pennsylvanian NMSLO 204697 PUN 1400788 | W/2 SE/4 | 9-17S-36E |
| | W/2 E/2 | 16-17S-36E |
| | W/2 NE/4 | 21-17S-36E |

| | | |
|------------------------------|--------------|------------------|
| Vindicator Canyon State Unit | SW/4 | 14-17S-36E |
| | All | 15-17S-36E |
| | All | 20-17S-36E |
| | All | 21-17S-36E |
| | All | 22-17S-36E |
| | S/2, NW/4 | 23-17S-36E |
| | All | 26-17S-36E |
| | All | 27-17S-36E |
| | All | 28-17S-36E |
| | All | 29-17S-36E |
| | N/2, SW/4 | 32-17S-36E |
| | NE/4 | 33-17S-36E |
| | E/2 E/2 | 34-17S-36E |
| | All | 35-17S-36E |
| | B0 2287 0005 | M 19-17S-36E |
| | B0 2287 0010 | L 19-17S-36E |
| | LG 6478 0000 | D E L 30-17S-36E |
| | VC 0794 0000 | M 30-17S-36E |
| | VC 0301 0003 | P 9-17S-36E |
| | VC 0288 0003 | A H 16-17S-36E |
| | B0 1565 0012 | I P 16-17S-36E |
| | V0 1591 0000 | A 21-17S-36E |
| | VC 0421 0001 | H 21-17S-36E |

Wells

| Well API | Well Name | UL or Q/Q | S-T-R | Pool |
|--------------|--------------------------------------|-----------------|--------------------------|-------|
| 30-025-51355 | Hideout 22115 24 13 State Com #1H | E/2 E/2 | 13-17S-35E | 98333 |
| | | E/2 NE/4 | 24-17S-35E | |
| 30-025-51386 | Hideout 22115 24 13 State Com #2H | W/2 E/2 | 13-17S-35E | 98333 |
| | | W/2 NE/4 | 24-17S-35E | |
| 30-025-50165 | Bluebell 22115 19 18 State Com #1H | E/2 W/2 | 18-17S-36E | 98333 |
| | | E/2 NW/4 | 19-17S-36E | |
| 30-025-50166 | Bluebell 22115 19 18 State Com #2H | W/2 W/2 | 18-17S-36E | 98333 |
| | | W/2 NW/4 | 19-17S-36E | |
| 30-025-50549 | Big Piney 22115 19 18 State Com #1H | E/2 E/2 | 18-17S-36E | 98333 |
| | | E/2 NE/4 | 19-17S-36E | |
| 30-025-50550 | Big Piney 22115 19 18 State Com #2H | W/2 E/2 | 18-17S-36E | 98333 |
| | | W/2 NE/4 | 19-17S-36E | |
| 30-025-51237 | Altamont 7903 19 30 31 State Com #1H | E/2 SW/4 | 19-17S-36E | 98333 |
| | | E/2 W/2 | 30-17S-36E | |
| | | E/2 NW/4 | 31-17S-36E | |
| 30-025-51238 | Altamont 7903 19 30 31 State Com #2H | W/2 SW/4 | 19-17S-36E | 98333 |
| | | W/2 W/2 | 30-17S-36E | |
| 30-025-49781 | Vindicator Canyon State Unit #152H | E/2 W/2 NE/4 | 15-17S-36E 22-17S-36E | 98333 |
| 30-025-46513 | Vindicator Canyon State Unit #153H | E/2 W/2 | 15-17S-36E | 98333 |
| 30-025-49355 | Vindicator Canyon State Unit #154H | W/2 W/2 | 15-17S-36E | 98333 |
| | | W/2 NW/4 | 22-17S-36E | |

| | | | | |
|--------------|---|----------------------------------|--|-------|
| 30-025-48404 | Vindicator Canyon State Unit #223H | E/2 W/2 E/2 W/2 | 22-17S-36E 27-17S-36E | 98333 |
| 30-025-49934 | Vindicator Canyon State Unit Com #91H | SE/4 SE/4 E/2 E/2 E/2 NE/4 | 9-17S-36E 16-17S-36E 21-17S-36E | 98333 |
| 30-025-51019 | Vindicator Canyon State Unit #303H | E/2 SE/4 E/2 E/2 E/2 NE/4 | 21-17S-36E 28-17S-36E 33-17S-36E | 98333 |
| 30-025-51020 | Vindicator Canyon State Unit Com #404H | W/2 SE/4 W/2 E/2 W/2 NE/4 | 9-17S-36E 16-17S-36E 21-17S-36E | 98333 |
| 30-025-50814 | Vindicator Canyon State Unit #305H | W/2 SW/4 W/2 W/2 | 22-17S-36E 27-17S-36E | 98333 |
| 30-025-50815 | Vindicator Canyon State Unit #306H | E/2 SW/4 E/2 W/2 | 22-17S-36E 27-17S-36E | 98333 |
| 30-025-51021 | Vindicator Canyon State Unit #307H | W/2 SE/4 W/2 E/2 | 22-17S-36E 27-17S-36E | 98333 |
| 30-025-51022 | Vindicator Canyon State Unit #308H | E/2 SE/4 E/2 E/2 | 22-17S-36E 27-17S-36E | 98333 |
| 30-025-52026 | Vindicator Canyon State Unit #319H | E/2 W/2 E/2 W/2 | 29-17S-36E 32-17S-36E | 98333 |
| 30-025-52027 | Vindicator Canyon State Unit #320H | W/2 W/2 W/2 W/2 | 29-17S-36E 32-17S-36E | 98333 |

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit B

Order: **CTB-1115**
Operator: **BTA Oil Producers, LLC (260297)**

Pooled Areas

| Pooled Area | UL or Q/Q | S-T-R | Acres | Pooled Area ID |
|------------------------|-----------|------------|--------|----------------|
| CA Pennsylvanian NMSLO | W/2 SW/4 | 19-17S-36E | 224.59 | A |
| | W/2 W/2 | 30-17S-36E | | |
| CA Pennsylvanian NMSLO | SE/4 SE/4 | 9-17S-36E | 280 | B |
| | E/2 E/2 | 16-17S-36E | | |
| | E/2 NE/4 | 21-17S-36E | | |

Leases Comprising Pooled Areas

| Lease | UL or Q/Q | S-T-R | Acres | Pooled Area ID |
|--------------|-----------|------------|--------|----------------|
| B0 2287 0005 | M | 19-17S-36E | 37.4 | A |
| B0 2287 0010 | L | 19-17S-36E | 37.35 | A |
| LG 6478 0000 | D E L | 30-17S-36E | 112.35 | A |
| VC 0794 0000 | M | 30-17S-36E | 37.49 | A |
| VC 0301 0003 | P | 9-17S-36E | 40 | B |
| VC 0288 0003 | A H | 16-17S-36E | 80 | B |
| B0 1565 0012 | I P | 16-17S-36E | 80 | B |
| V0 1591 0000 | A | 21-17S-36E | 40 | B |
| VC 0421 0001 | H | 21-17S-36E | 40 | B |

District I
1625 N. French Dr., Hobbs, NM 88240
Phone:(575) 393-6161 Fax:(575) 393-0720
District II
811 S. First St., Artesia, NM 88210
Phone:(575) 748-1283 Fax:(575) 748-9720
District III
1000 Rio Brazos Rd., Aztec, NM 87410
Phone:(505) 334-6178 Fax:(505) 334-6170
District IV
1220 S. St Francis Dr., Santa Fe, NM 87505
Phone:(505) 476-3470 Fax:(505) 476-3462

State of New Mexico
Energy, Minerals and Natural Resources
Oil Conservation Division
1220 S. St Francis Dr.
Santa Fe, NM 87505

CONDITIONS

Action 294847

CONDITIONS

| | |
|---|---|
| Operator: BTA OIL PRODUCERS, LLC 104 S Pecos Midland, TX 79701 | OGRID: 260297 |
| | Action Number: 294847 |
| | Action Type: [C-107] Surface Commingle or Off-Lease (C-107B) |

CONDITIONS

| | | |
|------------|--|----------------|
| Created By | Condition | Condition Date |
| dmcclure | Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me. | 5/23/2024 |