



BTA OIL PRODUCERS, LLC

104 SOUTH PECOS STREET
MIDLAND, TEXAS 79701-5021
432-682-3753

CARLTON BEAL, JR.
BARRY BEAL
SPENCER BEAL
KELLY BEAL
BARRY BEAL, JR.
STUART BEAL
ROBERT DAVENPORT, JR.

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

September 18, 2025

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

RE: Application for Surface Commingling

To Whom This May Concern,

BTA Oil Producers, LLC, OGRID No. 260297, pursuant to 19.15.12.10 NMAC, is requesting administrative approval to surface commingle (pool and lease commingle) production from ten wells and all future wells located at the **Ochoa CTB** in the NW4/NW4 of section 7, T-23-S-R-29-E in Eddy County, NM.

- Ochoa 8703 Fed Com #1H 30-015-48170 [98220]Purple Sage; Wolfcamp
- Ochoa 8703 Fed Com #2H 30-015-48175 [98220]Purple Sage; Wolfcamp
- Ochoa 8703 Fed Com #3H 30-015-48169 [98220]Purple Sage; Wolfcamp
- Ochoa 8703 Fed Com #4H 30-015-48174 [98220]Purple Sage; Wolfcamp
- Ochoa 8703 Fed Com #5H 30-015-49552 [15011] Culebra Bluff; Bone Spring, South
- Ochoa 8703 Fed Com #6H 30-015-49553 [15011] Culebra Bluff; Bone Spring, South
- Ochoa 8703 Fed Com #7H 30-015-49556 [15011] Culebra Bluff; Bone Spring, South
- Ochoa 8703 Fed Com #8H 30-015-49557 [15011] Culebra Bluff; Bone Spring, South
- Ochoa 8703 Fed Com #9H 30-015-56288 [15011] Culebra Bluff; Bone Spring, South
- Culebra Blv Fed Com #1H 30-015-37615 [30670] Herradura Bend; Delaware, East

The wells will be metered through individual liquid coriolis flow meters for oil and orifice meters for gas. The gas commingling will occur after individual measurement at each well. Each well on the Lands will have its own test separator with a coriolis flow meter (*Endress Hauser Corolis*) for oil and orifice meter (*ABB Total Flow*) 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.

The proposed commingling of production will not result in any reduction in the value of the hydrocarbons produced. All volumes will be properly measured, allocated and reported in accordance with applicable regulations to ensure accurate valuation and revenue distribution.

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

Respectfully,

Michelle Sena

Michelle Sena
Production Analyst
BTA Oil Producers, LLC
msena@btaoil.com
O: 432-682-3753

Santa Fe Main Office
Phone: (505) 476-3441
General Information
Phone: (505) 629-6116

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B
Revised August 1, 2011

Online Phone Directory Visit:
<https://www.emnrd.nm.gov/oed/contact-us/>

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 79707
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 |
|--------------------------|--|---|--|---|---------|
| | | See Attached | | See Attached | |
| | | | | | |
| | | | | | |
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(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.
(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: Michelle Sena TITLE: Production Analyst DATE: 11/17/2025

TYPE OR PRINT NAME Michelle Sena TELEPHONE NO.: 432-682-3753

E-MAIL ADDRESS: msena@btaoil.com

| | | | |
|-----------|-----------|-------|---------|
| 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: BTA Oil Producers, LLC **OGRID Number:** 260297
Well Name: Ochoa 8703 Fed Com #1-#9 & Culebra Blv Fed Com #1H **API:** 30-015-48170 & Others
Pool: Purple Sage; Wolfcamp, Culebra Bluff; Bone Spring, South & Herradura Bend; Delaware, East **Pool Code:** [98220] [15011] [30670]

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

| <u>FOR OCD ONLY</u> | |
|--------------------------|------------------------------|
| <input type="checkbox"/> | Notice Complete |
| <input type="checkbox"/> | 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.

Michelle Sena

Print or Type Name

Michelle Sena
 Signature

11/17/2025
Date

432-682-3753
Phone Number

msena@btaoil.com
e-mail Address

COMMUNITIZATION AGREEMENT: NMNM144231

FACILITY NAME: OCHOA CTB

ROYALTY RATE: 12.5%

| <u>WELL NAME</u> | <u>LOCATION</u> | <u>API #</u> | <u>POOL</u> | <u>OIL (BOPD)</u> | <u>GAS (MCFPD)</u> | <u>WATER (BWPD)</u> |
|------------------------|--------------------|--------------|------------------------------|-----------------------|------------------------|-------------------------|
| Ochoa 8703 Fed Com #1H | H-Sec 12-T23S-R28E | 30-015-48170 | [98220]Purple Sage; Wolfcamp | ±300 | ±2700 | ±1500 |
| Ochoa 8703 Fed Com #2H | H-Sec 12-T23S-R28E | 30-015-48175 | [98220]Purple Sage; Wolfcamp | ±470 | ±1100 | ±1850 |
| Ochoa 8703 Fed Com #3H | H-Sec 12-T23S-R28E | 30-015-48169 | [98220]Purple Sage; Wolfcamp | ±600 | ±1400 | ±2500 |
| Ochoa 8703 Fed Com #4H | H-Sec 12-T23S-R28E | 30-015-48174 | [98220]Purple Sage; Wolfcamp | ±600 | ±1700 | ±4700 |

LEASE NUMBERS NMNM121951, NMNM103879

(PENDING COMMUNITIZATION AGREEMENT-SEE ATTACHED SIGNATURE PAGES)

FACILITY NAME: OCHOA CTB

| <u>WELL NAME</u> | <u>LOCATION</u> | <u>API #</u> | <u>POOL</u> | <u>OIL (BOPD)</u> | <u>GAS (MCFPD)</u> | <u>WATER (BWPD)</u> |
|------------------------|--------------------|--------------|---|-----------------------|------------------------|-------------------------|
| Ochoa 8703 Fed Com #5H | H-Sec 12-T23S-R28E | 30-015-49552 | [15011] Culebra Bluff; Bone Spring, South | ±800 | ±2000 | ±1200 |
| Ochoa 8703 Fed Com #6H | H-Sec 12-T23S-R28E | 30-015-49553 | [15011] Culebra Bluff; Bone Spring, South | ±800 | ±2000 | ±1200 |
| Ochoa 8703 Fed Com #7H | H-Sec 12-T23S-R28E | 30-015-49556 | [15011] Culebra Bluff; Bone Spring, South | ±800 | ±2000 | ±1200 |
| Ochoa 8703 Fed Com #8H | H-Sec 12-T23S-R28E | 30-015-49557 | [15011] Culebra Bluff; Bone Spring, South | ±800 | ±2000 | ±1200 |
| Ochoa 8703 Fed Com #9H | H-Sec 12-T23S-R28E | 30-015-56288 | [15011] Culebra Bluff; Bone Spring, South | ±800 | ±2000 | ±1200 |

COMMUNITIZATION AGREEMENT: NMNM124950

FACILITY NAME: OCHOA CTB

ROYALTY RATE: 12.5%

| <u>WELL NAME</u> | <u>LOCATION</u> | <u>API #</u> | <u>POOL</u> | <u>OIL (BOPD)</u> | <u>GAS (MCFPD)</u> | <u>WATER (BWPD)</u> |
|-------------------------|--------------------|--------------|--|-----------------------|------------------------|-------------------------|
| Culebra Blv Fed Com #1H | D-Sec 07-T23S-R29E | 30-015-37615 | [30670] Herradura Bend; Delaware, East | ±800 | ±2000 | ±1200 |

PROPOSED ALLOCATION AGREEMENT

BTA Oil Producers, LLC, OGRID No. 260297, requests to commingle current oil and gas production from ten (10) distinct wells located on the Lands and future production from the Lands as described herein.

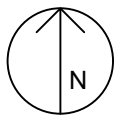
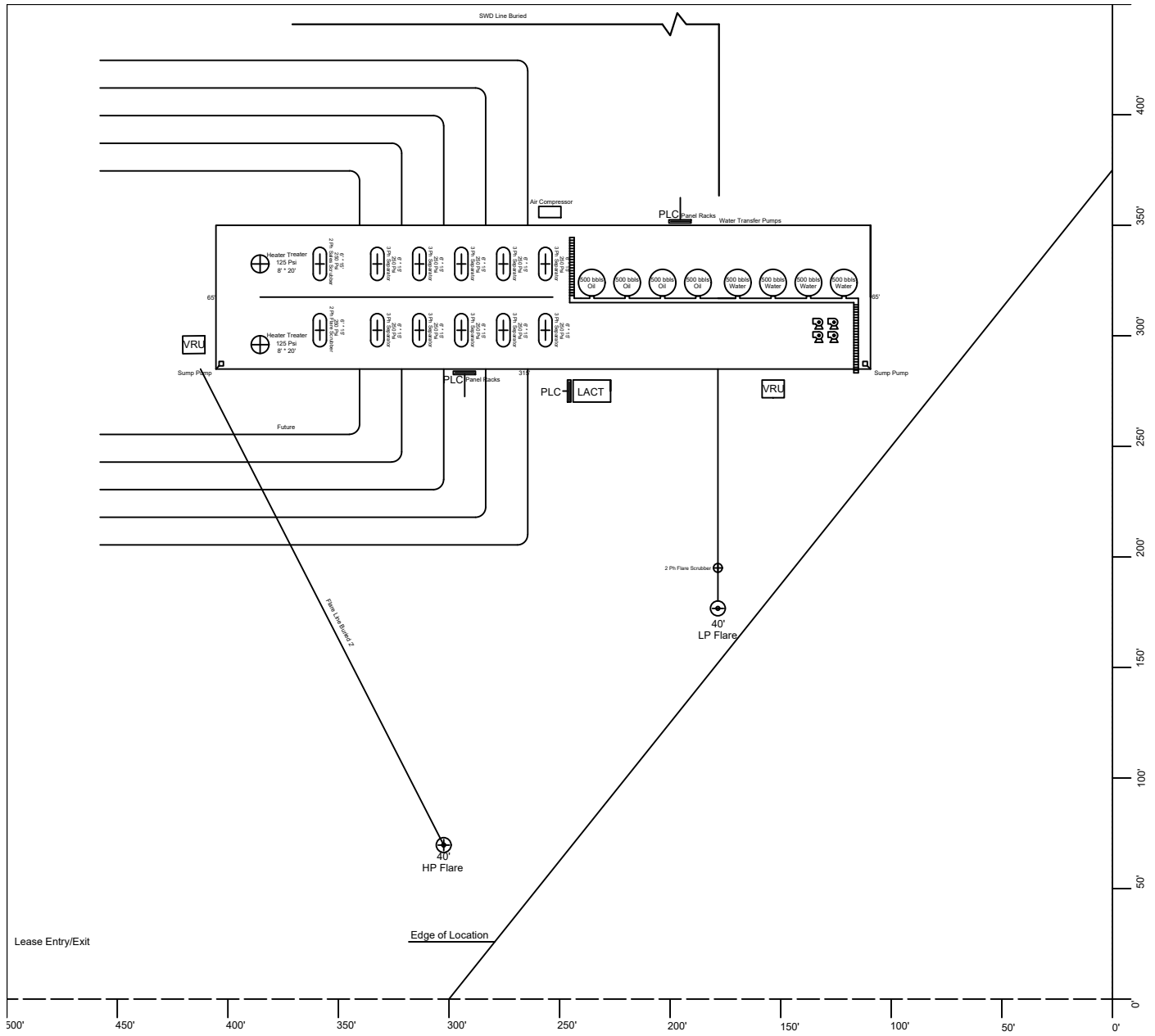
This document outlines the use of non-FMP oil meters employed for internal allocation of production among the wells in association with the Ochoa CTB prior to commingling or final measurement at the Facility Measurement Points (FMP).


Each well on the Lands will have its own test separator manufactured and assembled in accordance with the American Gas Association (AGA) specifications, which results in a daily well test. 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.

Each well will be metered through individual liquid *Endress Hauser Coriolis* flow meters for oil under **API MPMS CHAPTER 5.6**. This flow meter has an accuracy of within $\pm 15\%$.

The gas is measured on a volume and MMBTU basis by an *ABB Total Flow* orifice meter on each individual well and supporting EFM equipment in accordance to **API CHAPTER 21.1**. This flow meter has an accuracy of within $\pm .075\%$.

Each well's water will be metered through a water transfer meter to an SWD pipeline where the production is allocated.





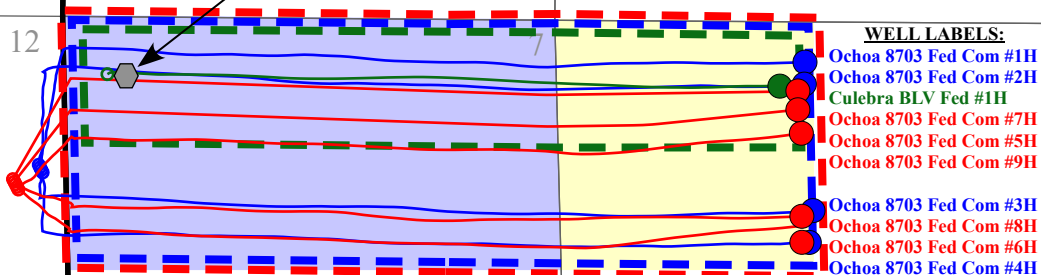
Ochoa 1H - 9H CTB
 Site Plan
 32.323035, -104.033215
 Sec. 12, T-23-S, R-28-E, Eddy Co, NM
 ABS 7/25/2025

BTA Oil Producers, LLC
Ochoa 8703 Fed Com #1H - #9H and
Culebra BLV Federal #1H Spacing Units

Facility Measuring Point (FMP):

Gas FMP No's: 718751-00, SD1-0052
Oil FMP No's: 1132147, 234230

Ochoa CTB & FMP
(Located in the NW/4 NW/4
of Section 7, T23S-R29E)



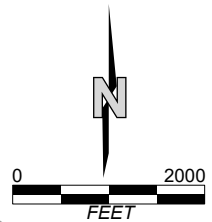
Well Symbols:

- Wolfcamp Formation Well
- Bone Spring Formation Well
- Brushy Canyon Formation Well
- SL ○ — BHL

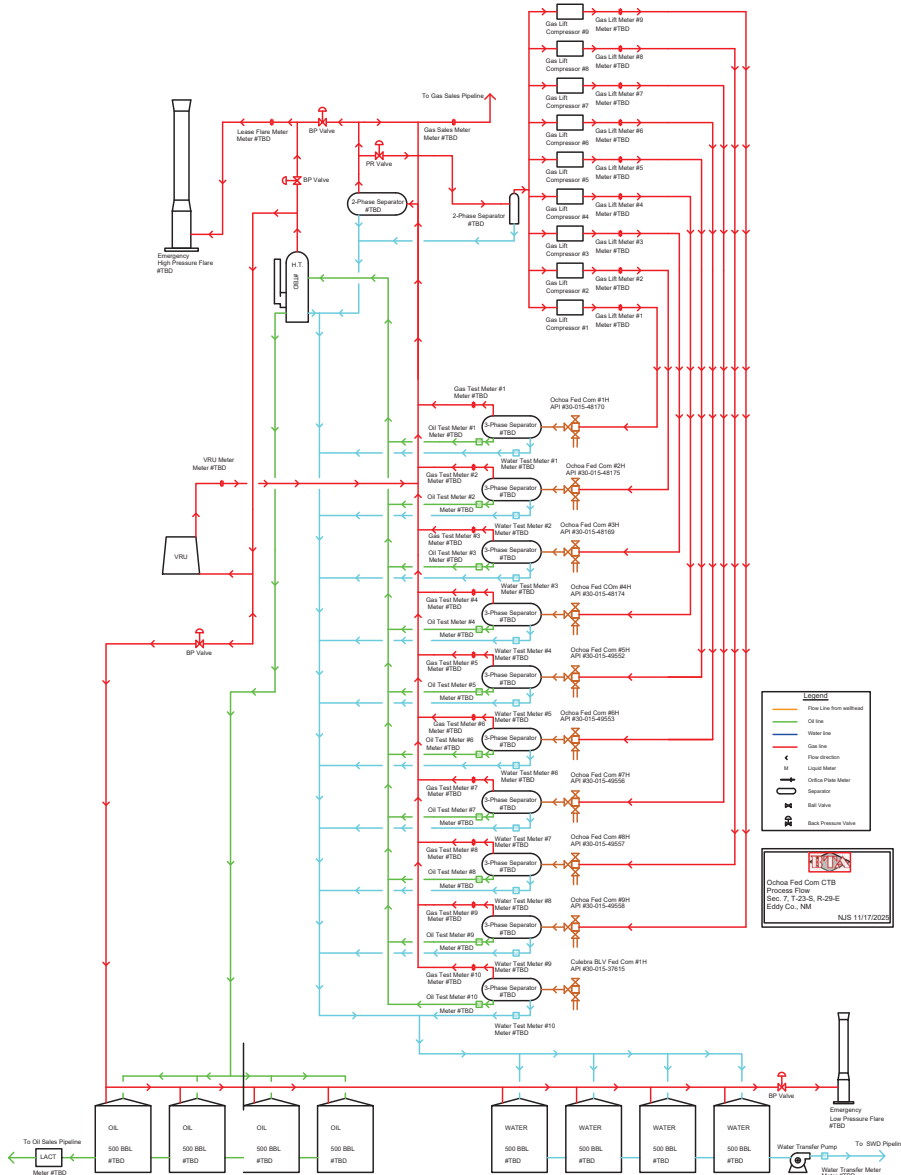
UNIT DESCRIPTIONS:

- 474.11 Acre Spacing Unit for the Ochoa 8703 Fed Com #1H to #4H (Wolfcamp) Wells Covering the Lots 1 & 2, E2 NW4, NE4 of Section 7, T-23-S, R-29-E, and the NW4 of Section 7, T-23-S, R-29-E, Eddy County, New Mexico
- 474.11 Acre Spacing Unit for the Ochoa 8703 Fed Com #5H to #9H (Bone Spring) Wells Covering the Lots 1 & 2, E2 NW4, NE4 of Section 7, T-23-S, R-29-E, and the NW4 of Section 8, T-23-S, R-29-E, Eddy County, New Mexico
- 263.98 Acre Spacing Unit for the Culebra BLV Federal #1H (Brushy Canyon) Well Covering the N2 N2 of Section 7, T-23-S, R-29-E, and the N2 NW4 of Section 8, T-23-S, R-29-E, Eddy County, New Mexico

Tract 1: NMNM 103879 Tract 2: NMNM 121951



T23S-R28E T23S-R29E



Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of April, 2025, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

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 which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

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 parties hereto as follows:

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

Lots 1 and 2, E/2 NW/4, and NE/4 of Section 7 and NW/4 of Section 8, T23S, R29E, Eddy County, New Mexico

Containing 474.11 acres, and this agreement shall include only the Bone Spring formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

- 2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the

operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

3. The Operator of the communitized area shall be BTA Oil Producers, LLC, 104 S. Pecos, Midland, Texas 79701. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. 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 there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, 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 such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is April 1, 2025 and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations

hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

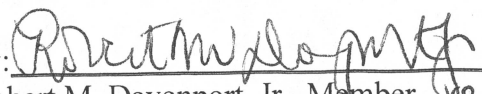
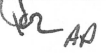
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
- 13. 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.
- 14. 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 instrument, 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.
- 15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

Operator:

BTA Oil Producers, LLC

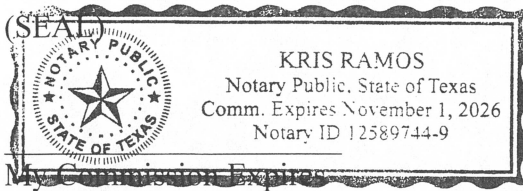
4/8/25
Date

By: 
Robert M. Davenport, Jr., Member 

ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
 COUNTY OF MIDLAND)

On this 8th day of April, 2025, before me, a Notary Public for the State of Texas, personally appeared Robert M. Davenport, Jr., known to me to be the Member of BTA Oil Producers, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.



Kris Ramos
 Notary Public State of Texas

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

Oxy Y-1 Company

8-20-25
Date

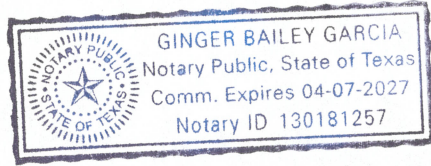
By: 
Title: Attorney in Fact

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Harris) ss.

On this 20 day of August, 2025, before me, a Notary Public for the State of Texas, personally appeared James Laning, known to me to be the Attorney-in-fact of Oxy Y-1 Company, the company that executed the foregoing instrument and acknowledged to me such company executed the same.

(SEAL)



4/7/2027
My Commission Expires

[Signature]
Notary Public

EXHIBIT "A"

Plat of communitized area covering 474.11 acres Lots 1 and 2, E/2 NW/4, and NE/4 of Section 7 and NW/4 of Section 8, T23S, R29E, Eddy County, New Mexico, as written in Section 1 above.

- BTA Ochoa 8703 Fed Com #5H (API 30-015-49552)
- BTA Ochoa 8703 Fed Com #6H (API 30-015-49553)
- BTA Ochoa 8703 Fed Com #7H (API 30-015-49556)
- BTA Ochoa 8703 Fed Com #8H (API 30-015-49557)
- BTA Ochoa 8703 Fed Com #9H (API 30-015-56288)

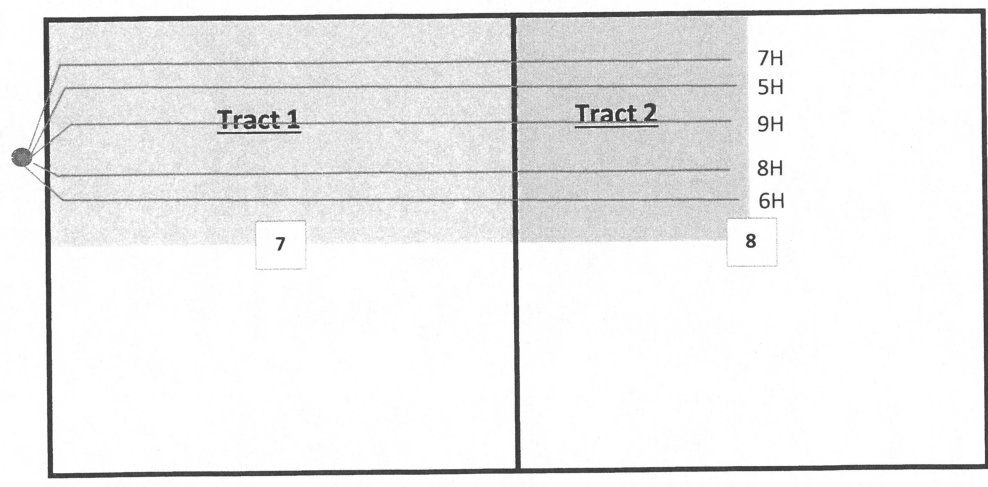


EXHIBIT "B"

To Communitization Agreement Dated April 1, 2025 embracing the following described land in Lots 1 and 2, E/2 NW/4, and NE/4 of Section 7 and NW/4 of Section 8, T23S, R29E, Eddy County, New Mexico

Operator of Communitized Area: BTA Oil Producers, LLC

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

| | |
|----------------------------------|---|
| Lease Serial Number: | NMNM 103879 |
| Lease Date: | March 1, 2000 |
| Recorded: | N/A |
| Lease Term: | Ten (10) years |
| Lessor: | United States of America |
| Original Lessee: | Yates Petroleum Corp, et al |
| Present Lessee: | BTA Oil Producers, LLC |
| Description of Land Committed: | Lots 1 and 2, E/2 NW/4, and NE/4 of Section 7, T23S, R29E, N.M.P.M |
| Number of Acres: | 314.11 acres |
| Name of Working Interest Owners: | BTA Oil Producers, LLC Oxy Y-1 Company |

Tract No. 2

| | |
|----------------------------------|--|
| Lease Serial Number: | NMNM 121951 |
| Lease Date: | May 1, 2009 |
| Recorded: | N/A |
| Lease Term: | Ten (10) years |
| Lessor: | United States of America |
| Original Lessee: | Yates Petro Corp, et al |
| Present Lessee: | BTA Oil Producers, LLC |
| Description of Land Committed: | NW/4 of Section 8, T23S, R29E, N.M.P.M |
| Number of Acres: | 160.00 acres |
| Name of Working Interest Owners: | BTA Oil Producers LLC Oxy Y-1 Company |

RECAPITULATION

| <u>Tract No.</u> | <u>No. of Acres Committed</u> | <u>Percentage of Interest in Communitized Area</u> |
|------------------|-------------------------------|--|
| 1 | 314.11 | 66.252557% |
| 2 | 160.00 | 33.747443% |
| Total | 474.11 | 100.000000% |



Outlook

Well Name: Batch Sundry, Sundry Id: 2874417, Notification of Batch Sundry Approval

From AFMSS <blm-afmss-notifications@blm.gov>

Date Wed 10/8/2025 8:04 PM

To Michelle Sena <MSena@btaoil.com>

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.

The Bureau of Land Management

Notice of Notice Of Intent Approval

- Operator Name: **BTA OIL PRODUCERS LLC**
- Well Name: **Batch Sundry**
- Well Number: **Batch Sundry**
- US Well Number: **Batch Sundry**
- Sundry ID: **2874417**

The BLM received your Notice Of Intent, Commingling (Surface) on 10/06/2025. This is to notify you that we are Approving your Notice Of Intent Commingling (Surface). Please login to your account in AFMSS II to see the final documents.

If this Notice Of Intent prompted the BLM to create another work task, it will generate in your worklist.

You may contact the field office if you have any questions.

This notification is automatically generated. Please do not reply to this message as this account is not monitored.



Outlook

Well Name: Batch Sundry, Sundry Id: 2874417, Notification of Batch Sundry Approval

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BTA OIL PRODUCERS, LLC

CARLTON BEAL, JR.
BARRY BEAL
SPENCER BEAL
KELLY BEAL
BARRY BEAL, JR.
STUART BEAL
ROBERT DAVENPORT, JR.

104 SOUTH PECOS STREET
MIDLAND, TEXAS 79701-5021
432-682-3753

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

November 14, 2025

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

In re: **Application of BTA Oil Producers, LLC for administrative approval to surface commingle (pool commingle) oil and gas production at the OCHOA CTB located in the NW/4 NW/4 of Section 7, Township 23 South, Range 29 East, Eddy 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.

Please note that the Communitization Agreement(s) and C-102 form(s) have been omitted for brevity; however, a copy is available upon request.

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

Respectfully,

Michelle Sena

Michelle Sena
Production Analyst
BTA Oil Producers, LLC
msena@btaoil.com
O: 432-682-3753

**BTA OIL PRODUCERS
CERTIFIED MAILING LIST
OCHOA CTB**

| Name | Address | Certified Tracking |
|-------------------------------------|--|----------------------------------|
| Northern Oil and Gas, Inc. | 4350 Baker Road, Suite 400 Minnetonka, MN 55343 | 9214 8969 0099 9790 1851 7698 08 |
| Oxy Y-1 | P. O. Box 841803 Dallas, TX 75284-1803 | 9214 8969 0099 9790 1851 7698 15 |
| Office of Natural Resources Revenue | Royalty Management Program P.O. Box 25627 Denver, CO 80225-0627 | 9214 8969 0099 9790 1851 7698 22 |

ALERT: WINTER WEATHER IN NORTH CENTRAL AND NORTHEASTERN US MAY DELAY FINAL ...

USPS Tracking[®]

[FAQs >](#)

Tracking Number:

[Remove X](#)

92148969009997901851769808

[Copy](#)

[Add to Informed Delivery \(https://informedelivery.usps.com/\)](https://informedelivery.usps.com/)

Latest Update

Your item was delivered to an individual at the address at 12:03 pm on November 24, 2025 in HOPKINS, MN 55343.

Get More Out of USPS Tracking:

[USPS Tracking Plus[®]](#)

Delivered

Delivered, Left with Individual

HOPKINS, MN 55343

November 24, 2025, 12:03 pm

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean? \(https://faq.usps.com/s/article/Where-is-my-package\)](https://faq.usps.com/s/article/Where-is-my-package)

[Text & Email Updates](#)



[Return Receipt Electronic](#)



[USPS Tracking Plus[®]](#)



[Product Information](#)



[See Less ^](#)

Feedback

Tracking Number:

Remove X

92148969009997901851769815

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item has been delivered and is available at a PO Box at 8:43 pm on November 24, 2025 in DALLAS, TX 75284.

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USPS Tracking Plus[®]

Delivered

Delivered, PO Box

DALLAS, TX 75284

November 24, 2025, 8:43 pm

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

See More 

Tracking Number:

Remove X

92148969009997901851769822

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was picked up at the post office at 10:03 am on November 21, 2025 in DENVER, CO 80225.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Delivered

Delivered, Individual Picked Up at Post Office

DENVER, CO 80225

November 21, 2025, 10:03 am

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (https://faq.usps.com/s/article/Where-is-my-package)

[See More](#) 

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**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. PLC-1055

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 oil and gas production from the pools and leases described in Exhibit A (“Application”).
2. Applicant included a complete list of the wells currently dedicated to each pool and lease.
3. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
4. Applicant certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
5. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools and leases 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, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease as described in Exhibit A.
7. Applicant provided notice of the Application to all persons owning an interest in the oil and 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.
8. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.

CONCLUSIONS OF LAW

9. 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.

10. 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.
11. 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.
12. 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.
13. Commingling of oil and 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.
14. 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.
15. 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 oil and gas production from the pools and leases as described in Exhibit A.

Applicant is authorized to surface commingle oil and gas production from the wells included in Exhibit A, provided that they produce from a pool and lease described in Exhibit A.

Applicant is authorized to store and measure oil and gas production off-lease, as applicable, from the pools and leases as described in Exhibit A at a central tank battery or gas title transfer meter described in Exhibit A.

Applicant is authorized to surface commingle oil and gas production from wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A.

Applicant is authorized to store and measure oil and gas production off-lease, as applicable, from wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A at a central tank battery or gas title transfer meter described in Exhibit A.

2. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease as described 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 oil and 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.
3. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
 4. If Applicant recovers oil or gas production from produced water prior to Applicant injecting it or transferring custody of it, then that production shall be allocated to each well in the proportion that it contributed to the total produced water.
 5. If Applicant recovers gas production using a vapor recovery unit (VRU), then that gas production shall be allocated to each well in the proportion that it contributed to the total oil production.
 6. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15 NMAC or 19.15.23.8 NMAC.
 7. 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.
 8. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10(C)(2) NMAC.
 9. Applicant shall install and utilize vessels that are appropriately designed to ensure sufficient separation of the fluids and to accurately measure oil and gas production.
 10. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and 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 oil and 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.
 11. 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.
 12. If a well is not included in Exhibit A but produces from a pool and lease as described 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 oil and gas production to it, and the location(s) that commingling of its production will occur.

13. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
14. 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).
15. 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**



Gerasimos Razatos for Albert Chang

DATE: 2/24/2026

**ALBERT C. S. CHANG
DIRECTOR**

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-1055
Operator: BTA Oil Producers, LLC (260297)
Central Tank Battery: Ochoa Central Tank Battery
Central Tank Battery Location: UL D, Section 7, Township 23 South, Range 29 East
Gas Title Transfer Meter Location: UL D, Section 7, Township 23 South, Range 29 East

Pools

| Pool Name | Pool Code |
|----------------------------------|-----------|
| CULEBRA BLUFF;BONE SPRING, SOUTH | 15011 |
| HERRADURA BEND;DELAWARE, EAST | 30670 |
| PURPLE SAGE;WOLFCAMP (GAS) | 98220 |

Leases as defined in 19.15.12.7(C) NMAC

| Lease | UL or Q/Q | S-T-R |
|-------------------------------------|-----------|------------|
| CA Bone Spring NMNM 106750103 | N2 | 07-23S-29E |
| | NW4 | 08-23S-29E |
| CA Wolfcamp NMNM 105737020 (144231) | N2 | 07-23S-29E |
| | NW4 | 08-23S-29E |
| CA Delaware NMNM 105371899 (124950) | N2N2 | 07-23S-29E |
| | N2NW | 08-23S-29E |

Wells

| Well API | Well Name | UL or Q/Q | S-T-R | Pool |
|--------------|----------------------------------|-----------|------------|-------|
| 30-015-48170 | OCHOA 8703 FEDERAL COM #001H | N2 | 07-23S-29E | 98220 |
| | | NW4 | 08-23S-29E | |
| 30-015-48175 | OCHOA 8703 FEDERAL COM #002H | N2 | 07-23S-29E | 98220 |
| | | NW4 | 08-23S-29E | |
| 30-015-48169 | OCHOA 8703 FEDERAL COM #003H | N2 | 07-23S-29E | 98220 |
| | | NW4 | 08-23S-29E | |
| 30-015-48174 | OCHOA 8703 FEDERAL COM #004H | N2 | 07-23S-29E | 98220 |
| | | NW4 | 08-23S-29E | |
| 30-015-49552 | OCHOA 8703 FEDERAL COM #005H | N2 | 07-23S-29E | 15011 |
| | | NW4 | 08-23S-29E | |
| 30-015-49553 | OCHOA 8703 FEDERAL COM #006H | N2 | 07-23S-29E | 15011 |
| | | NW4 | 08-23S-29E | |
| 30-015-49556 | OCHOA 8703 FEDERAL COM #007H | N2N2 | 07-23S-29E | 15011 |
| | | N2NW | 08-23S-29E | |
| 30-015-49557 | OCHOA 8703 FEDERAL COM #008H | N2 | 07-23S-29E | 15011 |
| | | NW4 | 08-23S-29E | |
| 30-015-56288 | OCHOA 8703 FEDERAL COM #009H | N2 | 07-23S-29E | 15011 |
| | | NW4 | 08-23S-29E | |
| 30-015-37615 | CULEBRA BLV FEDERAL COM #001H | N2N2 | 07-23S-29E | 30670 |
| | | N2NW | 08-23S-29E | |

Sante Fe Main Office
Phone: (505) 476-3441

General Information
Phone: (505) 629-6116

Online Phone Directory
<https://www.emnrd.nm.gov/oecd/contact-us>

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

CONDITIONS

Action 527163

CONDITIONS

| | |
|---|---|
| Operator: BTA OIL PRODUCERS, LLC 104 S Pecos Midland, TX 79701 | OGRID: 260297 |
| | Action Number: 527163 |
| | Action Type: [C-107] Surface Commingle or Off-Lease (C-107B) |

CONDITIONS

| Created By | Condition | Condition Date |
|----------------|---|----------------|
| sarah.clelland | 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 email us at OCD.Engineer@emnrd.nm.gov . | 2/25/2026 |