



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

January 29, 2026

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, is requesting administrative approval to surface commingle oil and gas production from four wells and all future wells located at the Rojo B-D CTB insofar as all existing and future wells drilled in the following spacing units.

- Please see Exhibit "A".

All wells included in this application produce from Federal minerals and are subject to Federal reporting requirements. The application is being filed in accordance with NMAC 19.15.12 and BLM Onshore Orders. 43 CFR 3173.14(a)(1)(i)

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

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.

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

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. [97900] Redhills; Upper Bonespring Shale
 (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: 1/29/2026
 TYPE OR PRINT NAME Michelle Sena TELEPHONE NO.: 432-682-3753
 E-MAIL ADDRESS: msena@btaoil.com

RECEIVED:	REVIEWER:	TYPE:	APP NO:
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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: Rojo B 7811 JV P #1H, #2H & Rojo D 7811 JV P Com #2H, #3H **API:** 30-025-42897 & others
Pool: Redhill; Upper Bonespring Shale **Pool Code:** 97900

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

1/29/2026

 Date

Print or Type Name

432-682-3753

 Phone Number

Michelle Sena

 Signature

msena@btaoil.com

 e-mail Address

EXHIBIT "A"

FACILITY NAME: ROJO B-D CTB												
Royalty Rate: 12.5%												
WELL NAME	NUMBER	API	LOCATION	POOL	FEDERAL CA NUMBER	LEASE NUMBER(S)	ACRES	OIL (BOPD)	GRAVITY	GAS (MCFPD)	BTU @ PB 15.025	WATER (BOPD)
ROJO B 7811 JV P	1H	30-025-42897	C-SEC 22T25S-R33E	[97900] REDHILLS; UPPER BONESPRING SHALE	N/A	NMNM15091	160	±	44.2	±	1069	±
ROJO B 7811 JV P	2H	30-025-42898	D-SEC 22T25S-R33E	[97900] REDHILLS; UPPER BONESPRING SHALE	N/A	NMNM15091	160	±	44.2	±	1069	±
ROJO D 7811 JV P COM	2H	30-025-42918	A-SEC 27T25S-R33E	[97900] REDHILLS; UPPER BONESPRING SHALE	NMNM138655	NMNM15091	320	±	42.7	±	1069	±
ROJO D 7811 JV P COM	3H	30-025-42899	B-SEC 27T25S-R33E	[97900] REDHILLS; UPPER BONESPRING SHALE	NMNM138660	NMNM15091	320	±	42.7	±	1069	±

T25S-R33E

Rojo B-D CTB

(Located in the NE4/NW4 of Section 22, T25S-R33E)

Facility Measuring Point (FMP):

Gas FMP No: 5755701

Oil FMP No's: 217039 , 209009

21

22

23

RojoB 7811 JV-P #2H

Rojo B 7811 JV-P #1H

27

26

33

34

35

Rojo D 7811 JV-P Com #3H Rojo D 7811 JV-P Com #2H

ROJO B 7811 JV P #1H API: 30-025-42897

ROJO B 7811 JV P #2H API:30-025-42898

ROJO D 7811 JV P COM #2H API: 30-025-42918

ROJO D 7811 JV P COM #3H API: 30-025-42899



BTA Oil Producers, LLC

**Rojo B 7811 JV-P #1H, Rojo B 7811 JV-P #1H,
Rojo D 7811 JV-P Com #2H & Rojo D 7811
JV-P Com #3H Spacing Units**

LEGEND

Well Symbols:

SLC ——— BHL

Unit Descriptions:

320 Acre Spacing Unit for the Rojo B 7811 JV-P #1H and the
Rojo B 7811 JV-P #2H Well Covering the W2 of Section 22,
T-25-S, R-33-E, N.M.P.M., Lea County, New Mexico

Lease No.: NMNM15091

640 Acre Spacing Unit for the Rojo D 7811 JV-P Com #2H
Well Covering the E2 of Section 22 and E2 of Section 27,
T-25-S, R-33-E, N.M.P.M., Lea County, New Mexico

Tract 1: NMNM15091

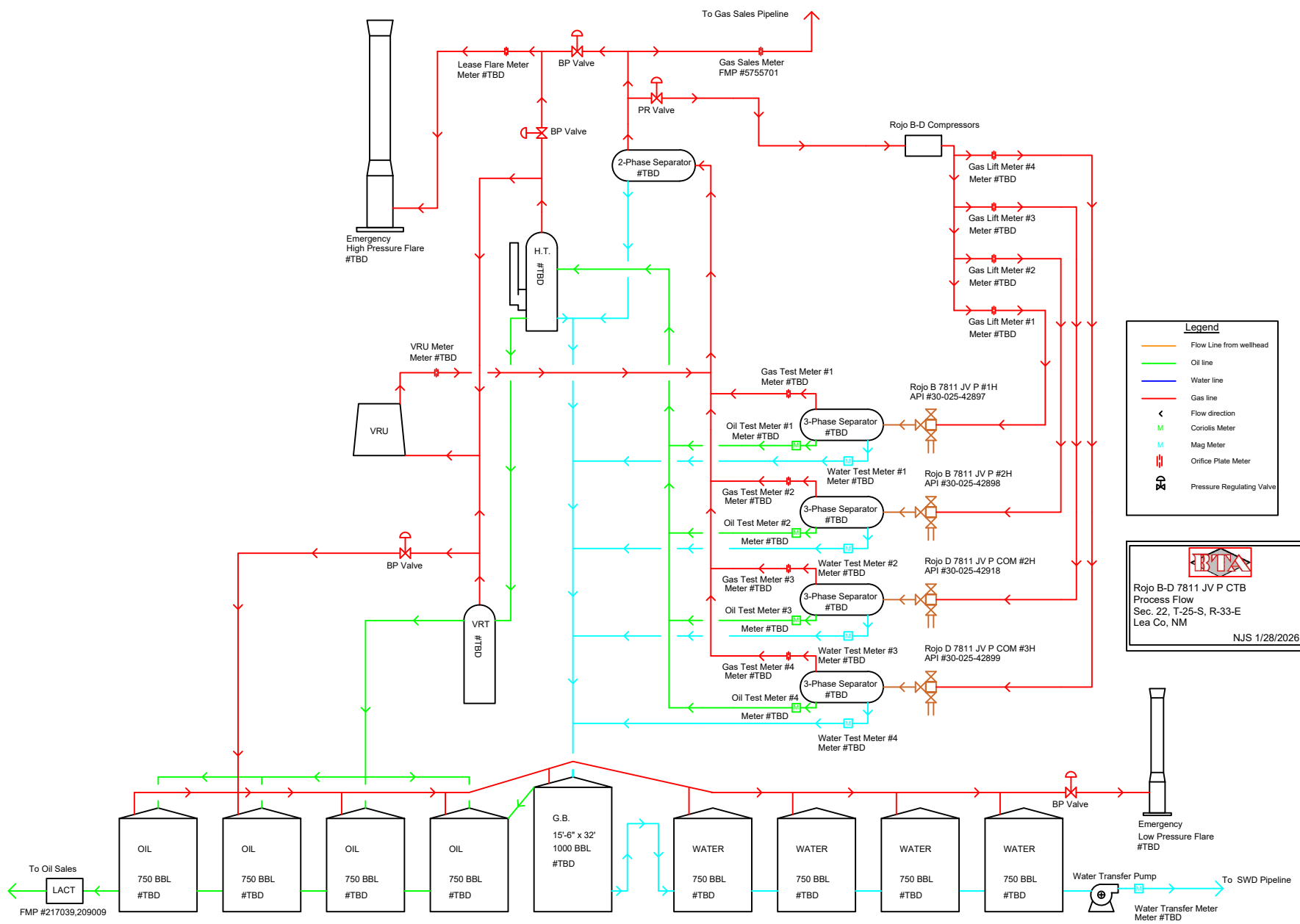
Tract 2: N/A

320 Acre Spacing Unit for the Rojo D 7811 JV-P Com #3H
Well Covering the W2/E2 of Section 22 and W2/E2 of Section
27, T-25-S, R-33-E, N.M.P.M., Lea County, New Mexico

Tract 1: NMNM15091

Tract 2: N/A

Tract 3: NMNM26080



Legend

- Flow Line from wellhead
- Oil line
- Water line
- Gas line
- Flow direction
- Coriolis Meter
- Mag Meter
- Orifice Plate Meter
- Pressure Regulating Valve

Rojo B-D 7811 JV P CTB Process Flow
 Sec. 22, T-25-S, R-33-E
 Lea Co, NM
 NJS 1/28/2026



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Pecos District
Carlsbad Field Office
620 E. Greene

Carlsbad, New Mexico 88220-6292
www.blm.gov/nm



IN REPLY REFER TO:
NM138655
3105.2 (P0220)

08/08/2018

Reference:

Communitization Agreement
Rojo D 7811 JV-P Fed Com 2H
T. 25 S., R. 33 E.,
Section 22: E2
Section 27: E2
Eddy County, NM
Lea

BTA Oil Producers, LLC
104 South Pecos Street
Midland, TX 79701-5021

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NM138655 involving 200 acres of Federal land in lease NMNM15091, 320 acres of Fee land and 120 acres of Federal land in lease NMNM26080, Lea County, New Mexico, which comprise a 640 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the E2 of sec. 22 and E2 of sec. 27, T. 25 S., R. 33 E., NMPM, and is effective 11/01/2017. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is accurate.

Copies of this approval letter are being distributed to the appropriate Federal agencies. You are requested to furnish all interested parties with the appropriate evidence of this approval. Any production royalties that are due must be reported and paid according to regulations set up by the Office of Natural Resources Revenue at 1-800-525-9167 or 303-231-3504.

If you have any questions regarding this approval, please contact Chris Walls, Petroleum Engineer at (575) 234-2234 or Deborah Ham at (575) 234-5965.

Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,



Cody R. Layton
Assistant Field Manager,
Lands and Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver (357B-1, Antoinette Contreras, Stacey Kaiser)

NM Taxation & Revenue Dept. (Revenue Processing Div.)

NMOCD

NM (9200)

NM (P0220-CFO, File Room)

Determination - Approval - Certification

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

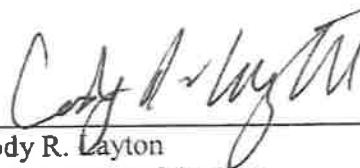
- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.

- B. Approve the attached Communitization Agreement covering the E2 of sec. 22 and the E2 of sec. 27, T. 25 S., R. 33 E., NMPM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

Approval also requires operator to submit copies of sundries or any other documentation regarding activity with this well to the Bureau of Land Management (BLM), Carlsbad Field Office pursuant to Item 9 of the approved Communitization Agreement.

- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: 08/08/2018



Cody R. Layton
Assistant Field Manager
Lands and Minerals

Effective: 11/01/2017

Contract No.: Com. Agr. NM138655

Determination - Approval - Certification

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

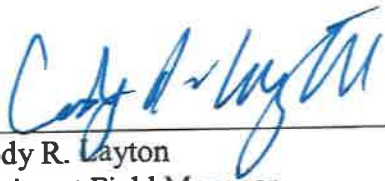
- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.

- B. Approve the attached Communitization Agreement covering the E2 of sec. 22 and the E2 of sec. 27, T. 25 S., R. 33 E., NMPM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

Approval also requires operator to submit copies of sundries or any other documentation regarding activity with this well to the Bureau of Land Management (BLM), Carlsbad Field Office pursuant to Item 9 of the approved Communitization Agreement.

- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: 08/08/2018



 Cody R. Layton
 Assistant Field Manager
 Lands and Minerals

Effective: 11/01/2017

Contract No.: Com. Agr. NM138655

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000029367
Book 2138 Page 472
2 of 12
08/23/2018 10:08 AM
BY CRESLEY SPEARS

Communitization Agreement

Contract No. NM 138655

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof 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 portions 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;

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 the 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:

Township 25 South, Range 33 East, N.M.P.M.

Section 22: E/2

Section 27: E/2

Lea County, New Mexico,

Containing 640.00 acres, and this agreement shall include only the Bone Spring formation.

THIS AGREEMENT WILL AFFECT ONLY THE PRODUCTION FROM THE WELLBORE OF THE BTA 7811 ROJO D FED COM #2H WELL LOCATED AT AN APPROXIMATE SURFACE LOCATION 210' FROM THE NORTH LINE AND 1,254' FROM THE EAST LINE OF SECTION 22, AND SHALL NOT AFFECT THE ALLOCATION OF PRODUCTION TO ANY EXISTING WELLS ON THE ABOVE DESCRIBED LANDS OR ON LANDS PREVIOUSLY COMMUNITIZED WITH ANY OF THE ABOVE DESCRIBED LANDS.

2. Attached hereto, and made a part of this agreement for all purposes, are Exhibits A and 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. All matters of operation 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 two (2) 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 therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal, State or Fee land included within the CA area are to be placed in an interest earning escrow or 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.
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 is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is ^{11/01/2017} ~~January 31, 2018~~ and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-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; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of 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 the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence.
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 interest 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 lands shall be subject to approval by the Secretary of the Interior, or his authorized representative.

- 12. It is agreed by 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 occurs 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. The 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 of the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 F. 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 written and have set opposite their respective names the date of execution.

OPERATOR AND WORKING INTEREST OWNER:

Date: _____

BTA OIL PRODUCERS, LLC

By: [Signature]
Barry Beal, Jr., Managing Member *KC WOP*

WORKING INTEREST OWNERS:

Date: 5/9/18

COG OPERATING LLC

By: [Signature]
Title: Mark A. Carter, Attorney-in-Fact *Att*

LESSORS AND ROYALTY INTEREST OWNER:

Date: 4/2/2018

[Signature]
BOCA VAIL, INC. President

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 19th day of March, 2018 by Barry Beal, Jr., as Managing Member of BTA Oil Producers, LLC, a Texas limited liability company.



[Signature]
Notary Public in and for the State of Texas

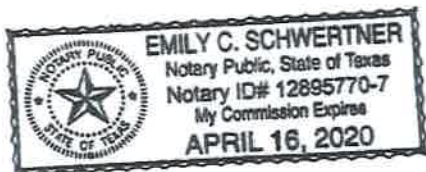
STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018 by _____, as _____ of COG Operating LLC a Delaware limited liability company.

Notary Public in and for the State of _____

STATE OF Texas §
 §
COUNTY OF Midland §

This instrument was acknowledged before me on this 2nd day of April, 2018 by Harvey M. Williams, as President of Boca Vail, Inc., a Texas corporation.



[Signature]
Notary Public in and for the State of Texas

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000029367
Book 2138 Page 472
8 of 12
08/23/2018 10:08 AM
BY CRESLEY SPEARS

LESSORS AND ROYALTY INTEREST OWNER:

Date: _____
BOCA VAIL, INC.

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 19th day of March, 2018
by Barry Beal, Jr., as Managing Member of BTA Oil Producers, LLC, a Texas limited liability
company.



Mona Lagan
Notary Public in and for the State of Texas

STATE OF Tex §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the May 18 day of _____, 2018
by Mark A. Carter, as Attorney in Fact of COG Operating LLC
a Delaware limited liability company.



Mollie McAuliffe
Notary Public in and for the State of Texas

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2018
by _____, as _____ of Boca Vail, Inc., a
Texas corporation.

Notary Public in and for the State of _____

EXHIBIT "A"

To Communitization Agreement dated January 31, 2018, by BTA Oil Producers, LLC, et al, covering the E/2 of Section 22 and the E/2 of Section 27, T-25-S, R-33-E, N.M.P.M., Lea County, New Mexico, limited to the production from the wellbore of the BTA 7811 Rojo D #2H well, as to the Bone Spring formation.

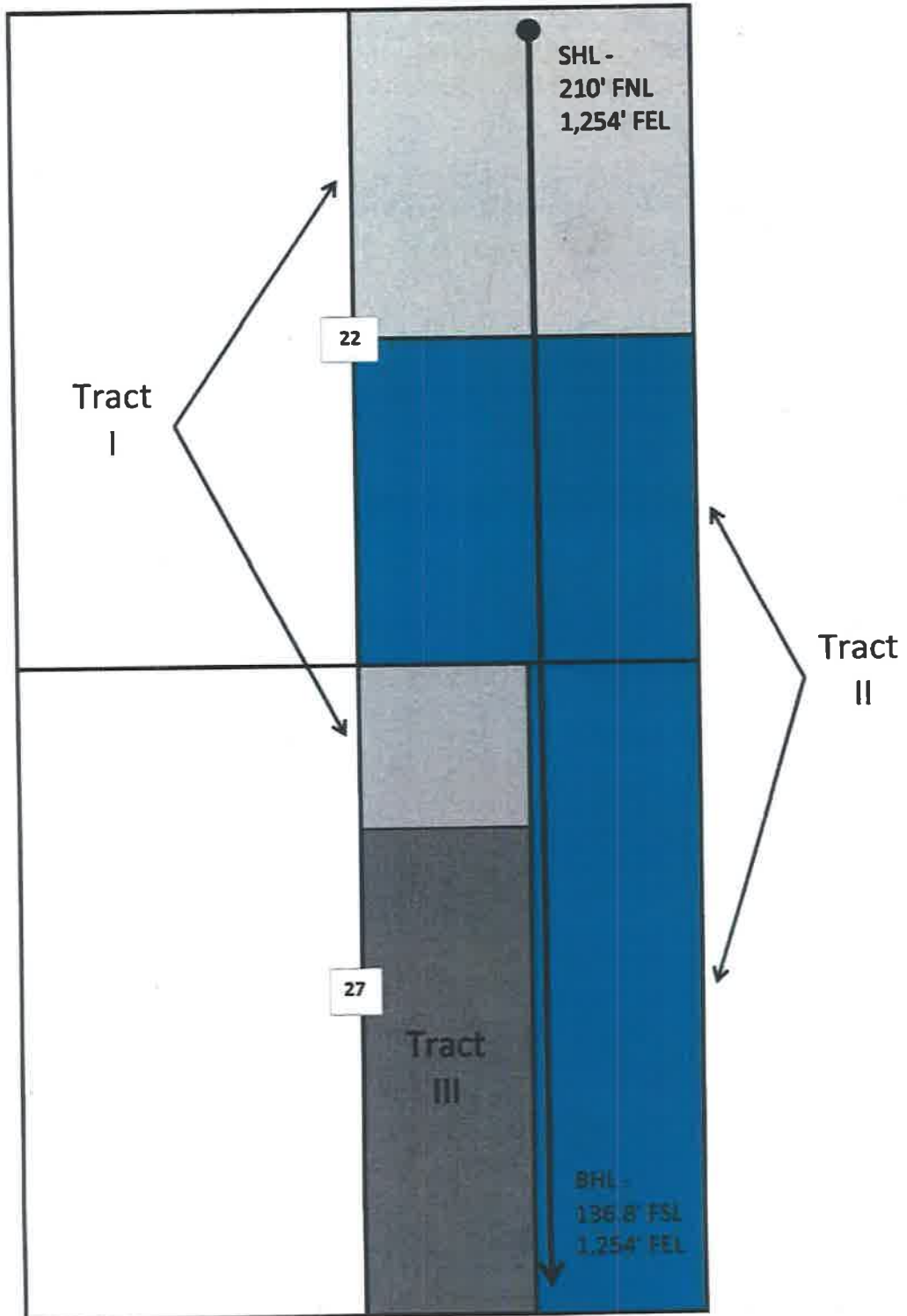


EXHIBIT "B"

To Communitization Agreement dated January 31, 2018, by BTA Oil Producers, LLC, et al, covering the E/2 of Section 22 and the E/2 of Section 27, T-25-S, R-33-E, N.M.P.M., Lea County, New Mexico, limited to the production from the wellbore of the BTA 7811 Rojo D #2H well, as to the Bone Spring formation.

Operator of Cominunitized Area: BTA Oil Producers, LLC

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial No:	NM-15091
Lease Date:	July 1, 1951
Recorded:	Book 123 / Page 418
Lease Term:	Five (5) years
Lessor:	The United States of America
Original Lessee:	D. Miller
Present Lessee:	BTA Oil Producers, LLC
Description of Land Committed:	NE/4 of Section 22 and NW/4 NE/4 of Section 27 T-25-S, R-33-E, N.M.P.M, Lea County, New Mexico
Number of Acres:	200.00
Royalty Rate:	12.50%
Name and Percent of ORRI Owner:	BTA Oil Producers, LLC 9.50%
Name and Percent WI Owners:	BTA Oil Producers, LLC 50.00%
	COG Operating LLC 50.00%

Tract No. 2

Lease Serial No:	Not Applicable
Lease Date:	August 10, 1978
Recorded:	Book 313, Page 78
Lease Term:	Five (5) years
Lessor:	Harry E. Dickson
Original Lessee:	BTA Oil Producers
Present Lessees:	BTA Oil Producers, LLC
Description of Land Committed:	SE/4 of Section 22 & E/2 E/2 of Section 27 T-25-S, R-33-E, N.M.P.M Lea County, New Mexico
Number of Acres:	320.00
Royalty Rate:	18.75%
Name and Percent of ORRI Owner:	BTA Oil Producers, LLC 6.25%
Name and Percent WI Owners:	BTA Oil Producers, LLC 50.00%
	COG Operating LLC 50.00%

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000029367
Book 2138 Page 472
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02/23/2018 10:08 AM
BY CRESLEY SPEARS

Tract No. 3

Lease Serial No: NM-26080
 Lease Date: September 1, 1975
 Recorded: Book 294 / Page 485
 Lease Term: Ten (10) years
 Lessor: The United States of America
 Original Lessee: Lisa V. Keeler
 Present Lessees: BTA Oil Producers, LLC
 Description of Land Committed: SW/4 NE/4 and W/2 SE/4 of
 Section 27, T-25-S, R-33-E, N.M.P.M,
 Lea County, New Mexico

Number of Acres: 120.00
 Royalty Rate: 12.50%

Name and Percent of ORRI Owner:

BTA Oil Producers, LLC	7.50%
9600 Venture Properties	0.50%
8600 Venture Properties	1.1250%
Dixie D. Lycan	1.1250%
Cramer Oil Company	2.25%

Name and Percent WI Owners:

BTA Oil Producers, LLC	33.3333%
COG Operating LLC	66.6667%

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	200.00	31.250000%
2	320.00	50.000000%
3	120.00	18.750000%
TOTAL	640.00	100.000000%

DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT
 CASE RECORDATION
 Serial Register Page

Run Date/Time: 1/29/2026 9:38 AM
 Multiple Serial Numbers Report

Authority 02-25-1920;041STAT0437;30USC181;MINERAL LEASING ACT OF 1920	Serial Number NMNM105720946
Product Type: 318310 O&G COMMUNITIZATION AGREEMENT	Agreement Participating
Commodity: Oil & Gas	Acres 640.0000 Area Acres 0.0000
Case Disposition: AUTHORIZED	Case File Jurisdiction: CARLSBAD FIELD OFFICE
	Legacy Serial No NMNM 138655

CASE DETAILS NMNM105720946

MLRS Case Ref	C-8310410
Case Name	
Unit Agreement Name	
	Split Estate
	Fed Min Interest
Effective Date	11/01/2017
Expiration Date	
Land Type	Acquired
Formation Name	BONE SPRING
Parcel Number	
Parcel Status	
	Split Estate Acres
	Royalty Rate
	Royalty Rate Other
	Approval Date
	Sale Date
	Sales Status
	Total Bonus Amount
	0
	Production Determination
	Producing
Related Agreement	
Application Type	
	Tract Number
	Fund Code
	Lease Suspended
	No
	Total Rental Amount

CASE CUSTOMERS NMNM105720946

Name & Mailing Address	Interest Relationship	Percent Interest
BTA OIL PRODUCERS LLC CARLSBAD FIELD OFFICE	OPERATOR OFFICE OF RECORD	100 0
104 S PECOS ST 520 E GREENE ST		
MIDLAND TX 79701 CARLSBAD NM 88220		

ACTIVE LAND RECORDS NMNM105720946

Mer	Twp	Rng	Sec	Survey Type	Survey Number	Subdivision	Land Status	District / Field Office	County	Mgmt Agency
23	0250S	0330E	022	Aliquot		E2	Migrated - Existing Footprint	PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0250S	0330E	027	Aliquot		E2	Migrated - Existing Footprint	PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

INACTIVE LAND RECORDS NMNM105720946

Mer	Twp	Rng	Sec	Survey Type	Survey Number	Subdivision	Land Status	District / Field Office	County	Mgmt Agency
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CASE ACTIONS NMNM105720946

Action Date	Date Filed	Effective Date	Action Name	Action Status	Action Information
11/01/2017	11/01/2017		ACRES-FED INT 100%	APPROVED/ACCEPTED	Action Remarks: 320.00;50.00%

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM
 HISTORICAL INFORMATION MAY ONLY BE ACCESSIBLE THROUGH THE MLRS WEBSITE.

DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT
 CASE RECORDATION
 Serial Register Page

Run Date/Time: 1/29/2026 9:38 AM
 Multiple Serial Numbers Report

Action Date	Date Filed	Effective Date	Action Name	Action Status	Action Information
11/01/2017	11/01/2017		ACRES-NONFEDERAL	APPROVED/ACCEPTED	Action Remarks: 320.00;50.00%
11/01/2017	11/01/2017		CASE ESTABLISHED	APPROVED/ACCEPTED	
11/01/2017	11/01/2017		EFFECTIVE DATE	APPROVED/ACCEPTED	Action Remarks: /A/
11/01/2017	11/01/2017		FORMATION	APPROVED/ACCEPTED	Action Remarks: BONE SPRING
11/29/2017	11/29/2017		AGRMT PRODUCING	APPROVED/ACCEPTED	Action Remarks: NMNM138655,7811 D 2H
06/07/2018	06/07/2018		PROPOSAL RECEIVED	APPROVED/ACCEPTED	
08/08/2018	08/08/2018		AGREEMENT / PA	APPROVED/ACCEPTED	
			APPROVED		
08/08/2018	08/08/2018		AGRMT VALIDATED	APPROVED/ACCEPTED	

ASSOCIATED AGREEMENT OR LEASE (RECAPITULATION TABLE) INFO NMNM105720946

Lease Serial Number	Lease Legacy Serial Number	Case Disposition	Type	Tract No	Commitment Status	Commitment Effective Date	Acres	Allocation Percent
NMNM105553193	NMNM 015091	AUTHORIZED	FEDERAL	01		11/01/2017	200	31.25
FEE			FEE	02		11/01/2017	320	50
NMNM105554363	NMNM 026080	AUTHORIZED	FEDERAL	03		11/01/2017	120	18.75

LEGACY CASE REMARKS NMNM105720946

This data is a snapshot in time as of March 14, 2022. Please reference the MLRS website for more information.

Line Number	Remark Text
0001	/A/ RECAPITULATION EFFECTIVE 11/01/2017
0002	TR# LEASE SERIAL NO AC COMMITTED % INTEREST
0003	1 NMNM 15091 200.00 31.25
0004	2 FEE 320.00 50.00
0005	3 NMNM 26080 120.00 18.75
0006	TOTAL 640.00 100.00



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Pecos District
Carlsbad Field Office
620 E. Greene
Carlsbad, New Mexico 88220-6292
www.blm.gov/nm



IN REPLY REFER TO:
NM138660
3105.2 (P0220)

08/08/2018

Reference:
Communitization Agreement
Rojo D 7811 JV-P Fed Com 3H
T. 25 S., R. 33 E.,
Section 22: W2E2
Section 27: W2E2
Eddy County, NM
Lea

BTA Oil Producers, LLC
104 South Pecos Street
Midland, TX 79701-5021

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NM138660 involving 120 acres of Federal land in lease NMNM15091, 80 acres of Fee land and 120 acres of Federal land in lease NMNM26080, Lea County, New Mexico, which comprise a 320 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the W2E2 of sec. 22 and W2E2 of sec. 27, T. 25 S., R. 33 E., NMPM, and is effective 11/01/2017. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is accurate.

Copies of this approval letter are being distributed to the appropriate Federal agencies. You are requested to furnish all interested parties with the appropriate evidence of this approval. Any production royalties that are due must be reported and paid according to regulations set up by the Office of Natural Resources Revenue at 1-800-525-9167 or 303-231-3504.

If you have any questions regarding this approval, please contact Chris Walls, Petroleum Engineer at (575) 234-2234 or Deborah Ham at (575) 234-5965.

Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,



Cody R. Layton
Assistant Field Manager,
Lands and Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver (357B-1, Antoinette Contreras, Stacey Kaiser)

NM Taxation & Revenue Dept. (Revenue Processing Div.)

NMOCD

NM (9200)

NM (P0220-CFO, File Room)

Determination - Approval - Certification

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement 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 that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.

- B. Approve the attached Communitization Agreement covering the W2E2 of sec. 22 and the W2E2 of sec. 27, T. 25 S., R. 33 E., NMPM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

Approval also requires operator to submit copies of sundries or any other documentation regarding activity with this well to the Bureau of Land Management (BLM), Carlsbad Field Office pursuant to Item 9 of the approved Communitization Agreement.

- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: 08/08/2018

Cody R. Layton
Assistant Field Manager
Lands and Minerals

Effective: 11/01/2017

Contract No.: Com. Agr. NM138660

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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08/23/2019 10:08 AM
BY CRESLEY SPEARS

Communitization Agreement

Contract No. NM 138660

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof 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 portions 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;

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 the 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:

Township 25 South, Range 33 East, N.M.P.M.
Section 22: W/2E/2
Section 27: W/2E/2

Lea County, New Mexico,

Containing 320.00 acres, and this agreement shall include only the Bone Spring formation.

THIS AGREEMENT WILL AFFECT ONLY THE PRODUCTION FROM THE WELLBORE OF THE BTA 7811 ROJO D FED COM #3H WELL LOCATED AT AN APPROXIMATE SURFACE LOCATION 210' FROM THE NORTH LINE AND 2,178' FROM THE EAST LINE OF SECTION 22, AND SHALL NOT AFFECT THE ALLOCATION OF PRODUCTION TO ANY EXISTING WELLS ON THE ABOVE DESCRIBED LANDS OR ON LANDS PREVIOUSLY COMMUNITIZED WITH ANY OF THE ABOVE DESCRIBED LANDS.

2. Attached hereto, and made a part of this agreement for all purposes, are Exhibits A and 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. All matters of operation 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 two (2) 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 therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal, State or Fee land included within the CA area are to be placed in an interest earning escrow or 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.
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 is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is ^{4/26/17} ~~January 31, 2018~~ and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-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; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of 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 the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence.
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 interest 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 lands shall be subject to approval by the Secretary of the Interior, or his authorized representative.

- 12. It is agreed by 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 occurs 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. The 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 of the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 F. 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 written and have set opposite their respective names the date of execution.

OPERATOR AND WORKING INTEREST OWNER:

BTA OIL PRODUCERS, LLC

Date: _____

By: 
Barry Beal, Jr., Managing Member

WDP

WORKING INTEREST OWNERS:

COG OPERATING LLC

Date: 5/9/18

By: 

Title: Mark A. Parker, Attorney-in-fact

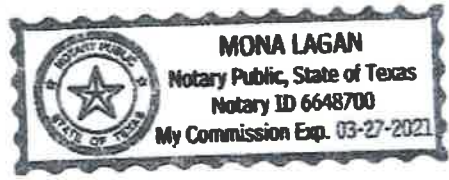
LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000029366
Book 2138 Page 471
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08/23/2018 10:08 AM
BY CRESLEY SPEARS

LESSORS AND ROYALTY INTEREST OWNER:

Date: _____
BOCA VAIL, INC.

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 19th day of March, 2018
by Barry Beal, Jr., as Managing Member of BTA Oil Producers, LLC, a Texas limited liability
company.



Mona Lagan
Notary Public in and for the State of Texas

STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the May 18 day of 2018
by Mark A. Carter, as Attorney in Fact of COG Operating LLC
a Delaware limited liability company.



Mollie McQuiliffe
Notary Public in and for the State of Texas

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2018
by _____, as _____ of Boca Vail, Inc., a
Texas corporation.

Notary Public in and for the State of _____

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000029366
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08/23/2018 10:08 AM
BY CRESLEY SPEARS

LESSORS AND ROYALTY INTEREST OWNER:

Date: 4/2/18

[Signature]
BOCA VAIL, INC. President

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 19th day of March, 2018 by Barry Beal, Jr., as Managing Member of BTA Oil Producers, LLC, a Texas limited liability company.



[Signature]
Notary Public in and for the State of Texas

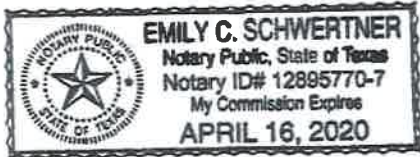
STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018 by _____, as _____ of COG Operating LLC a Delaware limited liability company.

Notary Public in and for the State of _____

STATE OF Texas §
 §
COUNTY OF midland §

This instrument was acknowledged before me on this 2nd day of April, 2018 by Mary W. Williams, as President of Boca Vail, Inc., a Texas corporation.



[Signature]
Notary Public in and for the State of TX

EXHIBIT "A"

To Communitization Agreement dated January 31, 2018, by BTA Oil Producers, LLC, et al, covering the W/2 E/2 of Section 22 and the W/2 E/2 of Section 27, T-25-S, R-33-E, N.M.P.M., Lea County, New Mexico, limited to the production from the wellbore of the BTA 7811 Rojo D #3H well, as to the Bone Spring formation.

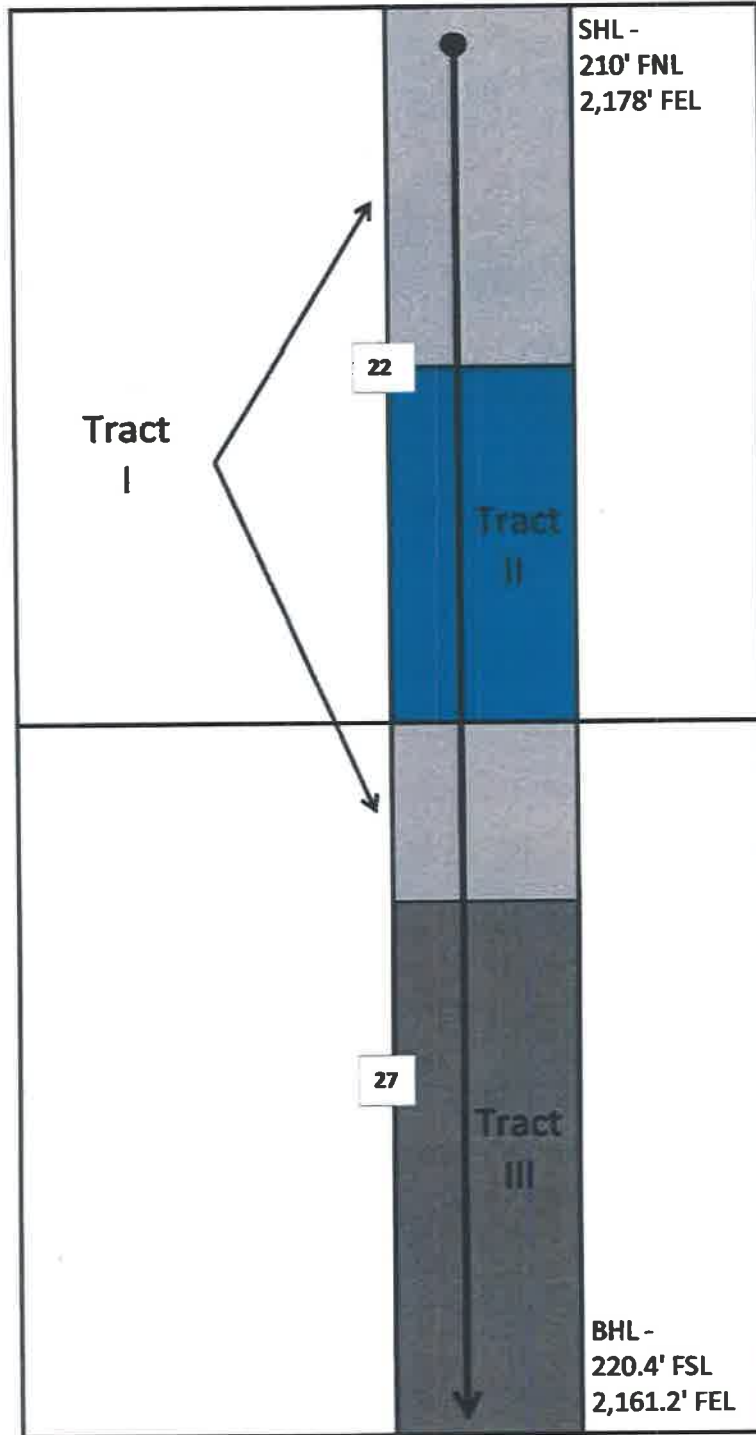


EXHIBIT "B"

To Communitization Agreement dated January 31, 2018, by BTA Oil Producers, LLC, et al, covering the W/2 E/2 of Section 22 and the W/2 E/2 of Section 27, T-25-S, R-33-E, N.M.P.M., Lea County, New Mexico, limited to the production from the wellbore of the BTA 7811 Rojo D #3H well, as to the Bone Spring formation.

Operator of Communitized Area: BTA Oil Producers, LLC

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial No:	NM-15091	
Lease Date:	July 1, 1951	
Recorded:	Book 123 / Page 418	
Lease Term:	Five (5) years	
Lessor:	The United States of America	
Original Lessee:	D. Miller	
Present Lessee:	BTA Oil Producers, LLC	
Description of Land Committed:	W/2 NE/4 of Section 22 and NW/4 NE/4 of Section 27 T-25-S, R-33-E, N.M.P.M, Lea County, New Mexico	
Number of Acres:	120.00	
Royalty Rate:	12.50%	
Name and Percent of ORRI Owner:	BTA Oil Producers, LLC	9.50%
Name and Percent WI Owners:	BTA Oil Producers, LLC	50.00%
	COG Operating LLC	50.00%

Tract No. 2

Lease Serial No:	Not Applicable	
Lease Date:	August 10, 1978	
Recorded:	Book 313, Page 78	
Lease Term:	Five (5) years	
Lessor:	Harry E. Dickson	
Original Lessee:	BTA Oil Producers	
Present Lessees:	BTA Oil Producers, LLC	
Description of Land Committed:	W/2 SE/4 of Section 22 T-25-S, R-33-E, N.M.P.M Lea County, New Mexico	
Number of Acres:	80.00	
Royalty Rate:	18.75%	
Name and Percent of ORRI Owner:	BTA Oil Producers, LLC	6.25%
Name and Percent WI Owners:	BTA Oil Producers, LLC	50.00%
	COG Operating LLC	50.00%

Tract No. 3

Lease Serial No: NM-26080
Lease Date: September 1, 1975
Recorded: Book 294 / Page 485
Lease Term: Ten (10) years
Lessor: The United States of America
Original Lessee: Lisa V. Keeler
Present Lessees: BTA Oil Producers, LLC
Description of Land Committed: SW/4 NE/4 and W/2 SE/4 of
Section 27, T-25-S, R-33-E, N.M.P.M,
Lea County, New Mexico
Number of Acres: 120.00
Royalty Rate: 12.50%
Name and Percent of ORRI Owner: BTA Oil Producers, LLC 7.50%
9600 Venture Properties 0.50%
8600 Venture Properties 1.1250%
Dixie D. Lycan 1.1250%
Cramer Oil Company 2.25%
Name and Percent WI Owners: BTA Oil Producers, LLC 33.3333%
COG Operating LLC 66.6667%

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BY CRESLEY SPEARS

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	120.00	37.500000%
2	80.00	25.000000%
3	120.00	37.500000%
TOTAL	320.00	100.000000%

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
Serial Register Page

Run Date/Time: 1/29/2026 9:39 AM
Multiple Serial Numbers Report

Page 1 of 2

Authority 02-25-1920;041STAT0437;30USC181;MINERAL LEASING ACT OF 1920	Serial Number NMNM105721526
Product Type: 318310 O&G COMMUNITIZATION AGREEMENT	Agreement Participating
Commodity: Oil & Gas	Acres 320.0000 Area Acres 0.0000
Case Disposition: AUTHORIZED	Case File Jurisdiction: CARLSBAD FIELD OFFICE
	Legacy Serial No NMNM 138660

CASE DETAILS NMNM105721526

MLRS Case Ref	C-8310424
Case Name	
Unit Agreement Name	
	Split Estate
	Fed Min Interest
Effective Date	11/01/2017
Expiration Date	
Land Type	Acquired
Formation Name	BONE SPRING
Parcel Number	
Parcel Status	
	Split Estate Acres
	Royalty Rate
	Royalty Rate Other
	Approval Date
	Sale Date
	Sales Status
	Total Bonus Amount
	0
	Production Determination
	Producing
Related Agreement	Tract Number
Application Type	Fund Code
	Future Min Interest
	No
	Future Min Interest Date
	Acquired Royalty Interest
	Held In a Producing Unit
	No
	Number of Active Wells
	Lease Suspended
	No
	Total Rental Amount

CASE CUSTOMERS NMNM105721526

Name & Mailing Address	Interest Relationship	Percent Interest
BTA OIL PRODUCERS LLC CARLSBAD FIELD OFFICE	OPERATOR OFFICE OF RECORD	100 0
104 S PECOS ST 520 E GREENE ST		
MIDLAND TX 79701 CARLSBAD NM 88220		

ACTIVE LAND RECORDS NMNM105721526

Mer	Twp	Rng	Sec	Survey Type	Survey Number	Subdivision	Land Status	District / Field Office	County	Mgmt Agency
23	0250S	0330E	022	Aliquot		W2E2	Migrated - Existing Footprint	PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0250S	0330E	027	Aliquot		W2E2	Migrated - Existing Footprint	PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

INACTIVE LAND RECORDS NMNM105721526

Mer	Twp	Rng	Sec	Survey Type	Survey Number	Subdivision	Land Status	District / Field Office	County	Mgmt Agency
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CASE ACTIONS NMNM105721526

Action Date	Date Filed	Effective Date	Action Name	Action Status	Action Information
11/01/2017	11/01/2017		ACRES-FED INT 100%	APPROVED/ACCEPTED	Action Remarks: 240.00;75.00%

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM
HISTORICAL INFORMATION MAY ONLY BE ACCESSIBLE THROUGH THE MLRS WEBSITE.

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION

Run Date/Time: 1/29/2026 9:39 AM
Multiple Serial Numbers Report

Serial Register Page

Action Date	Date Filed	Effective Date	Action Name	Action Status	Action Information
11/01/2017	11/01/2017		ACRES-NONFEDERAL	APPROVED/ACCEPTED	Action Remarks: 80.00;25.00%
11/01/2017	11/01/2017		CASE ESTABLISHED	APPROVED/ACCEPTED	
11/01/2017	11/01/2017		EFFECTIVE DATE	APPROVED/ACCEPTED	Action Remarks: /A/
11/01/2017	11/01/2017		FORMATION	APPROVED/ACCEPTED	Action Remarks: BONE SPRING
11/20/2017	11/20/2017		AGRMT PRODUCING	APPROVED/ACCEPTED	Action Remarks: NMNM138660,7811 3H
06/07/2018	06/07/2018		PROPOSAL RECEIVED	APPROVED/ACCEPTED	
08/08/2018	08/08/2018		AGREEMENT / PA	APPROVED/ACCEPTED	
			APPROVED		
08/08/2018	08/08/2018		AGRMT VALIDATED	APPROVED/ACCEPTED	

ASSOCIATED AGREEMENT OR LEASE (RECAPITULATION TABLE) INFO NMNM105721526

Lease Serial Number	Lease Legacy Serial Number	Case Disposition	Type	Tract No	Commitment Status	Commitment Effective Date	Acres	Allocation Percent
NMNM105553193	NMNM 015091	AUTHORIZED	FEDERAL	01		11/01/2017	120	37.5
FEE			FEE	02		11/01/2017	80	25
NMNM105554363	NMNM 026080	AUTHORIZED	FEDERAL	03		11/01/2017	120	37.5

LEGACY CASE REMARKS NMNM105721526

This data is a snapshot in time as of March 14, 2022. Please reference the MLRS website for more information.

Line Number	Remark Text
0001	/A/ RECAPITULATION EFFECTIVE 11/01/2017
0002	TR# LEASE SERIAL NO AC COMMITTED % INTEREST
0003	1 NMNM 15091 120.00 37.50
0004	2 FEE 80.00 25.00
0005	3 NMNM 26080 120.00 37.50
0006	TOTAL 320.00 100.00



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

January 29, 2026

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

In re: **Application of BTA Oil Producers, LLC for administrative approval to surface commingle oil and gas production at the Rojo B-D CTB located in the Section 22, Township 25 South, Range 33 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.

Please note that the Communitization Agreements 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

NAME	ADDRESS	CITY	STATE	ZIP	TRACKING
OFFICE OF NATURAL RESOURCES REVENUE ROYALTY MGMT PROGRAM	PO BOX 25627	DENVER	CO	80225-0627	9214 8969 0099 9790 1853 1654 93
COG OPERATING LLC	600 W ILLINOIS	MIDLAND	TX	79701	9214 8969 0099 9790 1853 1655 09
BOCA VAIL INC	PO BOX 3157	SAN ANGELO	TX	76902	9214 8969 0099 9790 1853 1655 16
CRAMER OIL COMPANY	PO BOX 1509	CONIFER	CO	80433	9214 8969 0099 9790 1853 1655 23
DIXIE D LYCAN	9301 E GRAND AVE	ENGLEWOOD	CO	80111	9214 8969 0099 9790 1853 1655 30



Well Name: Batch Sundry, Sundry Id: 2893469, Notification of Batch Sundry Received

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

Date Thu 1/29/2026 11:10 AM

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 Intent Receipt

- Operator Name: **BTA OIL PRODUCERS LLC**
- Well Name: **Batch Sundry**
- Well Number: **Batch Sundry**
- US Well Number: **Batch Sundry**
- Sundry ID: **2893469**

The BLM received your Notice Of Intent, Commingling (Surface) sundry on 01/29/2026. This is to notify you that we are processing your sundry.

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

If we need more information we will contact you. Thank you.

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

ALERT: SEVERE WEATHER IN THE SOUTHERN AND MIDWESTERN US MAY DELAY FINAL DELI...

USPS Tracking®

FAQs >

Tracking Number:

Remove X

92148969009997901853165493

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Latest Update

Your item was picked up at the post office at 9:55 am on February 4, 2026 in DENVER, CO 80225.

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Delivered, Individual Picked Up at Post Office

DENVER, CO 80225

February 4, 2026, 9:55 am

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Feedback

[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 ^

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Latest Update

Your item was picked up at a postal facility at 8:19 am on February 2, 2026 in MIDLAND, TX 79701.

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Delivered, Individual Picked Up at Postal Facility

MIDLAND, TX 79701

February 2, 2026, 8:19 am

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Your item was picked up at the post office at 1:14 pm on February 4, 2026 in SAN ANGELO, TX 76902.

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Delivered, Individual Picked Up at Post Office

SAN ANGELO, TX 76902

February 4, 2026, 1:14 pm

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Latest Update

Your item was picked up at the post office at 8:57 am on February 13, 2026 in CONIFER, CO 80433.

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USPS Tracking Plus[®]

Delivered

Delivered, Individual Picked Up at Post Office

CONIFER, CO 80433

February 13, 2026, 8:57 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](#) 

Tracking Number:

[Remove](#) 

92148969009997901853165530

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Latest Update

Your item was delivered to an individual at the address at 2:12 pm on February 11, 2026 in ENGLEWOOD, CO 80111.

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USPS Tracking Plus[®]

Delivered

Delivered, Left with Individual

ENGLEWOOD, CO 80111

February 11, 2026, 2:12 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)

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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. CTB-1208

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 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.
5. 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.
6. 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

7. 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.
8. 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.
9. 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.

10. 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.
11. 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.
12. 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. 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.
12. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
13. 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).

14. 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**

Albert Chang

**ALBERT C. S. CHANG
DIRECTOR**

DATE: 3-13-2026

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: CTB-1208
Operator: BTA Oil Producers, LLC (260297)
Central Tank Battery: Rojo B-D Central Tank Battery
Central Tank Battery Location: UL C, Section 22, Township 25 South, Range 33 East
Gas Title Transfer Meter Location: UL C, Section 22, Township 25 South, Range 33 East

Pools

Pool Name	Pool Code
RED HILLS;UPPER BONE SPRING SHALE	97900

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Bone Spring NMNM 105720946 (138655)	E2	22-25S-33E
	E2	27-25S-33E
CA Bone Spring NMNM 105721526 (138660)	W2E2	22-25S-33E
	W2E2	27-25S-33E
BLM Lease NMNM 105553193 (015091)	N2, SW4	22-25S-33E
	W2, NWNE	27-25S-33E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-42897	ROJO B 7811 JV P #001H	E2W2	22-25S-33E	97900
30-025-42898	ROJO B 7811 JV P #002H	W2W2	22-25S-33E	97900
30-025-42918	ROJO D 7811 JV P COM #002H	E2E2	22-25S-33E	97900
		E2E2	27-25S-33E	
30-025-42899	ROJO D 7811 JV P COM #003H	W2E2	22-25S-33E	97900
		W2E2	27-25S-33E	

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

General Information
Phone: (505) 629-6116

Online Phone Directory
<https://www.emnrd.nm.gov/ocd/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 548099

CONDITIONS

Operator: BTA OIL PRODUCERS, LLC 104 S Pecos Midland, TX 79701	OGRID: 260297
	Action Number: 548099
	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 .	3/19/2026