



**BTA OIL PRODUCERS, LLC**

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

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October 30, 2025

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

RE: Application for Surface Commingling

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To Whom This May Concern,

BTA Oil Producers, LLC, OGRID No. 260297 is requesting administrative approval to surface commingle (lease commingle) production from nine wells and all future wells located at the **Rojo East CTB** insofar as all existing and future wells drilled in the following spacing units:

- (a) The 320-acre spacing unit comprised of the NE/4 of section 22, T-25S-R33E in Lea County, New Mexico – currently dedicated to the **Rojo 7811 JV-P Federal Com #2H** (API: 30-025-42414)
- (b) The 160-acre spacing unit comprised of the E/2 E/2 of section 27, T-25S-R33E in Lea County, New Mexico – currently dedicated to the **Rojo 7811 27 #10H** (API: 30-025-44458).
- (c) The 160-acre spacing unit comprised of the E/2 E/2 of section 27, T25S-R33E in Lea County, New Mexico – currently dedicated to the **Rojo 7811 27 #11H** (API: 30-025-44459).
- (d) The 160-acre spacing unit comprised of the W/2 E/2 of section 27 T25S-R33E in Lea County, New Mexico – currently dedicated to the **Rojo 7811 27 Federal Com #12H** (API: 30-025-44350).
- (e) The 160-acre spacing unit comprised of the W/2 E/2 of section 27, T25S-R33E in Lea County, New Mexico – currently dedicated to the **Rojo 7811 27 Federal Com #13H** (API: 30-025-44296).
- (f) The 160-acre spacing unit comprised of the E/2 E/2 of section 27, T25S-R33E in Lea County, New Mexico – currently dedicated to the **Rojo 7811 27 #34H** (API: 30-025-45359).

- (g) The 160-acre spacing unit comprised of the E/2 E/2 of section 27, T25S-R33E in Lea County, New Mexico – currently dedicated to the **Rojo 7811 27 #35H** (API: 30-025-45360).
- (h) The 160-acre spacing unit comprised of the W/2 E/2 of section 27, T25S-R33E in Lea County, New Mexico – currently dedicated to the **Rojo 7811 27 Federal Com #36H** (API: 30-025-45865).
- (i) The 160-acre spacing unit comprised of the W/2 E/2 of section 27, T25S-R33E in Lea County, New Mexico – currently dedicated to the **Rojo 7811 27 Federal Com #37H** (API: 30-025-45866).

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.

Please find enclosed:

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](mailto: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](mailto: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
Red Hills; Upper Bone Spring Shale [97900]		See attached		See attached	
Bobcat Draw; Upper Wolfcamp [98094]					

(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. See attached

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: 10/21/2025

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 7811 JV-P Federal Com #2H & others. See attached. **API:** 30-025-42414 & others  
**Pool:** Redhills; Upper Bone Spring Shale & Bobcat Draw; upper Wolfcamp **Pool Code:** [97900] & [98094]

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

- 1) **TYPE OF APPLICATION:** Check those which apply for [A]
- A. Location – Spacing Unit – Simultaneous Dedication  
 NSL       NSP (PROJECT AREA)       NSP (PRORATION UNIT)       SD
- B. Check one only for [ I ] or [ II ]
- [ I ] Commingling – Storage – Measurement  
 DHC    CTB    PLC    PC    OLS    OLM
- [ II ] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery  
 WFX    PMX    SWD    IPI    EOR    PPR

- 2) **NOTIFICATION REQUIRED TO:** Check those which apply.
- A.  Offset operators or lease holders  
 B.  Royalty, overriding royalty owners, revenue owners  
 C.  Application requires published notice  
 D.  Notification and/or concurrent approval by SLO  
 E.  Notification and/or concurrent approval by BLM  
 F.  Surface owner  
 G.  For all of the above, proof of notification or publication is attached, and/or,  
 H.  No notice required

**FOR OCD ONLY**

Notice Complete

Application Content Complete

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

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

Michelle Sena

Print or Type Name

Michelle Sena

Signature

10/30/2025

Date

432-682-3753

Phone Number

msena@btaoil.com

e-mail Address

**COMMINGLE APPLICATION – ROJO EAST CTB**

Sundry NOI under regulation **43 CFR 3173.14(b)(5), H.R. 1 (OBBA), and IM 2025-034**

1. A list of all Federal or Indian lease, unit PA, or CA numbers in the proposed Commingling and Allocation Approval (CAA). This list should include:
  - a. For CAs and PAs, include a list of the Federal, State, and Fee leases within each CA/PA
    - **See Exhibit “A”**
  - b. For each lease/CA/PA, state the specific type of production (oil, gas, or both) to be commingled
    - **See Exhibit “A”**
2. If non-Federal leases, CAs, and/or PAs are included in the proposed CAA, include:
  - a. A list of non-Federal wells (including API numbers) that will be produced
    - i. If any of the wells and/or facilities are on State or Fee surface and have a measurement device or system, include documentation:
      1. That grants the BLM access (refer to 43 CFR 3173.23(e) for document requirements) and
        - **(See Exhibit “F” for Surface Agreement)**
      2. That all measurement devices meet the requirements of 43 CFR 3173 for site security, 43 CFR 3174 for oil measurement, and 43 CFR 3175 for gas measurement
        - **The off-lease measurement facility is equipped with BLM-compliant site security measures, including locked tanks, sealed valves and tamper-evident devices in accordance with 43 CFR 3173.**
        - **Oil is metered through individual liquid Coriolis flow meters. The measurement system is designed and operated in accordance with the requirements of 43 CFR 3174, including approved metering, calibration and sealing procedures.**
        - **(See Exhibit “G” for FMP #s)**
        - **Gas is measured through orifice meters and gas commingling will occur after individual measurement at each well. The gas measurement system associated with this commingling application is designed, installed, and operated in full compliance with 43 CFR 3175**
        - **(See Exhibit “H” for a flow schematic)**

3. A proposed allocation agreement (including allocation of produced water) that includes:
  - a. A statement about which allocation method will be used:
    - i. Installation of measurement devices for each source
    - ii. An allocation method that achieves volume measurement uncertainty with  $\pm 2$  percent reported on a monthly basis
    - iii. Periodic well testing
      - **The allocation method used is the installation of measurement devices for each source (wells).**
      - **See Exhibit "B"**
  - b. A brief explanation of the allocation methodology
    - **See Exhibit "B"**
  - c. An example of how the methodology is applied (multiple examples may be included to ensure clarity)
    - i. Include a step-by-step explanation for all data and calculations used in the applied methodology example
      - **See Exhibit "C" for a gas allocation example**
      - **See Exhibit "D" for an oil allocation example**
      - **See Exhibit "E" for a water allocation example**
  - d. A statement that any allocation meters (non-FMPs) on Federal surface or within the boundaries of a CA/PA that includes a federal lease will meet either Facility Measurement Point (FMP) regulations or API measurement standards
    - i. If using API measurement standards, include the relevant API standard numbers
      - **See Exhibit "B"**
  - e. If well testing is included in the allocation methodology, a statement on the frequency of well tests and that all well tests will meet relevant API standards
    - **See Exhibit "B"**
  - f. A copy of the agreement signed by each operator of each of the leases, unit PAs, or CAs from which production would be included in the CAA (if more than one operator is involved) [Note: This agreement is only required if the operator does not have sole decision-making authority]
    - **N/A**
4. A topographic map of appropriate scale (multiple maps may be included to ensure clarity) that includes:
  - a. The boundaries of all the leases, unit PAs, or CAs that are proposed for the CAA
  - b. The location of all existing or planned facilities
  - c. The location of all wells (including API numbers) that are in the proposed CAA
  - d. Any piping that will be included in the CAA
  - e. The location of all existing or proposed FMPs
    - **See Exhibit "G" and Exhibit "H"**

5. A statement that all leases, unit PAs, or CAs in the proposed CAA are capable of production in paying quantities and documentation to prove the statement.
  - b. "Production in paying quantities" is defined as 1bbl/day of oil or 10 Mcf/day of gas
    - i. A three consecutive day well test can be used to prove production in paying quantities
    - ii. One month of production data for each lease/CA/PA can be provided to prove production in paying quantities
    - iii. If there is an approved APD but no production data, the operator may include a statement that proof of production in paying quantities will be included with the Well Completion Report
  - **This statement is provided to affirm that the ROJO EAST CTB located in Section 27, T25S-R33E in Lea County, NM, operated under Federal Lease Number(s) NMNM135506 and NMNM138717, has continuously produced in paying quantities. The wells at this facility have remained in active production and have generated sufficient revenue to cover operating expenses, including routing maintenance, labor, taxes and overhead. The net income has remained positive, and operations continue to be economically viable. These wells qualify as producing in paying quantities under applicable state and federal guidelines. Attached is a Royalty Report for supporting documentation.**
  - **See Exhibit "I"**
6. Gas analysis (not required if the operator is applying for a CAA under 3173.14(a)(1)) that includes:
  - a. Btu content
  - b. All oil gravities
  - **See Exhibit "J"**
7. A statement on whether the location of the FMP is on lease or off lease.
  - a. If the FMP is off lease, the operator must submit:
    - i. A justification for off lease measurement (OLM)
    - ii. A statement on the surface ownership (Federal/State/Fee) of the FMP location
      1. If an FMP is on Fee surface, include documentation that grants the BLM access (refer to 43 CFR 3173.23(e) for document requirements)
    - **Measurement for Federal lease NMNM15091 is proposed at an off-lease FMP located on adjacent Fee Land. Due to existing surface constraints and presence of an established tank battery, off-lease measurement provides the most efficient and secure method for capturing production. All production from the subject federal wells is dedicated to this single FMP. Production accountability will be maintained in accordance with 43 CFR 3173.23(e), and all records will be available for BLM inspection.**
    - **See Exhibit "F"**

8. A statement on whether any new surface disturbance is included as part of the proposed CAA (proposed FMP, associated facilities, etc.). If new surface disturbance is part of the proposal, a surface disturbance sundry must be submitted with a surface use plan of operations
  - **This submission does not include any new surface disturbance.**
  
9. A statement that any additional documentation that is required under 3173.15 (f—i) relating to surface use or right of way grant applications will be submitted through appropriate channels.
  - **Any additional documentation required under 3173.15 (f-i), including surface-use or right-of-way grant applications, will be submitted through the appropriate channels. Production accountability will be maintained in accordance with 43 CFR 3173.23(e), and all records will be available for BLM inspection.**

## EXHIBIT "A"

FACILITY NAME: ROJO EAST CTB													
WELL NAME	NUMBER	API	LOCATION	POOL	ACRES	FEDERAL LEASE NUMBER	FEDERAL CA NUMBER	ROYALTY RATE	OIL (BOPD)	Gravity (API)	GAS (MCFPD)	BTU @ (PB) 15.025	WATER (BOPD)
ROJO 7811 JV-P FEDERAL COM	2H	30-025-42414	P-SEC 22-T25S-R33E	[97900] RED HILLS; UPPER BONE SPRING SHALE	320	NMNM15091	NMNM135506	12.5%	±20	44.5	±300	1080	±70
ROJO 7811 27	10H	30-025-44458	A-SEC 27-T25S-R33E	[98094] BOBCAT DRAW; UPPER WOLFCAMP	160		-	-	±60	47.0	±200	1328	±140
ROJO 7811 27	11H	30-025-44459	A-SEC 27-T25S-R33E	[98094] BOBCAT DRAW; UPPER WOLFCAMP	160		-	-	±40	47.0	±60	1328	±100
ROJO 7811 27 FED COM	12H	30-025-44350	A-SEC 27-T25S-R33E	[98094] BOBCAT DRAW; UPPER WOLFCAMP	160	NMNM15091	NMNM138717	12.5%	±20	46.5	±80	1328	±60
ROJO 7811 27 FED COM	13H	30-025-44296	B-SEC 27-T25S-R33E	[98094] BOBCAT DRAW; UPPER WOLFCAMP	160	NMNM15091	NMNM138717	12.5%	±40	46.5	±100	1328	±150
ROJO 7811 27	34H	30-025-45359	A-SEC 27-T25S-R33E	[98094] BOBCAT DRAW; UPPER WOLFCAMP	160		-	-	±110	47.0	±300	1328	±300
ROJO 7811 27	35H	30-025-45360	A-SEC 27-T25S-R33E	[98094] BOBCAT DRAW; UPPER WOLFCAMP	160		-	-	±95	47.0	±500	1328	±250
ROJO 7811 27 FEDERAL COM	36H	30-025-45865	A-SEC 27-T25S-R33E	[98094] BOBCAT DRAW; UPPER WOLFCAMP	160	NMNM15091	NMNM138717	12.5%	±70	46.5	±400	1328	±250
ROJO 7811 27 FEDERAL COM	37H	30-025-45866	B-SEC 27-T25S-R33E	[98094] BOBCAT DRAW; UPPER WOLFCAMP	160	NMNM15091	NMNM138717	12.5%	±65	46.5	±250	1328	±200

## EXHIBIT "B"

### PROPOSED ALLOCATION AGREEMENT

The allocation method used is the installation of measurement devices for each source (wells).

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

Each well on the Lands will have its own dedicated test separator manufactured and assembled in accordance with the American Gas Association (AGA) specifications, which results in daily well testing, tested every 5 minutes for the remainder of the well's life. 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.

EXHIBIT "C"

GAS ALLOCATION EXAMPLE - ROJO EAST CTB

THE ALLOCATION METHOD USED IS THE INSTALLATION OF MEASUREMENT DEVICES FOR EACH SOURCE (WELLS)		
WH METER READINGS	(Wellhead)	Measures the gas from the separator on each individual well
GAS SOLD		Measures the amount of gas sold (mcf)
NET WELL PRODUCTION		Formula to calculate the volume of net gas the well produced (WH - GL Readings)
% PRODUCTION		Allocation % calculated by (Net Well Production for each well/Total Net Well Production)
LEASE USE		Amount of gas used by the CTB to operate (Heater, Pilot)
HP FLARE	(High Pressure)	Measures the high pressure flare volumes from the CTB
VRU	(Vapor Recovery Unit)	Measures the gas from the oil tanks, allocation based on allocated oil production for each well, VRU meter is an FMP, volume is part of royalty
ALLOCATED PRODUCTION		Total Production from CTB Calculated by (Net Well Production + HP Flare + Lease use + VRU)
TOTAL NET VOLUMES		Total volume sold by CTB calculated by (Net Well Production + VRU)
<a href="#">*MANUALLY ENTERED METER VOLUMES FROM METER STATEMENTS AND TANK INVENTORIES</a>		

(MCF) - Thousand Cubic Feet

WELL NAME	WELL NUMBER	WH METER READINGS (MCF)	GL METER READINGS	GAS SOLD (MCF)	NET WELL PRODUCTION	% PRODUCTION	LEASE USE	HP FLARE	VRU	ALLOCATED PRODUCTION	TOTAL NET VOLUMES
ROJO 7811 JV-P FEDERAL COM	2H	8447	0	8296	8447	0.12	151	0	0	8598	8447
ROJO 7811 27	10H	6222	0	6193	6222	0.09	29	0	0	6251	6222
ROJO 7811 27	11H	1822	0	1814	1822	0.03	8	0	0	1830	1822
ROJO 7811 27 FED COM	12H	0	0	0	0	0.00	0	0	0	0	0
ROJO 7811 27 FED COM	13H	2934	0	2916	2934	0.04	18	0	0	2952	2934
ROJO 7811 27	34H	9499	0	8432	9499	0.14	1067	0	0	10566	9499
ROJO 7811 27	35H	16900	0	15798	16900	0.25	1102	0	0	18002	16900
ROJO 7811 27 FEDERAL COM	36H	14209	0	13094	14209	0.21	1114	1	0	15324	14209
ROJO 7811 27 FEDERAL COM	37H	8181	0	7105	8181	0.12	1075	1	0	9257	8181
		<b>68214</b>	<b>0</b>	<b>63648</b>	<b>68214</b>	<b>1.0000</b>	<b>4564</b>	<b>2</b>	<b>0</b>	<b>72780</b>	<b>68214</b>

LEASE USE	4564
HP FLARE	2
VRU	0
ALLOCATED PRODUCTION	72780
TOTAL NET VOLUMES	68214
<b>GAS BTU @14.73</b>	<b>1328</b>
<b>VALUE/MCF</b>	<b>\$0.62</b>

EXHIBIT "D"

OIL ALLOCATION EXAMPLE - ROJO EAST CTB

<b>THE ALLOCATION METHOD USED IS THE INSTALLATION OF MEASUREMENT DEVICES FOR EACH SOURCE (WELLS)</b>	
<b>OIL METER READING</b>	Measures volume of oil from the measurement device on each individual well used as a basis for Allocated Production and Ending Tank Inventory
<b>PRODUCTION %</b>	Calculated by dividing Oil Meter Volume for each well into Sum of Allocated Well Production
<b>ALLOCATED WELL PRODUCTION</b>	Volume of CTB Allocated Production to each well (PRODUCTION % * OIL METER READING TOTAL)
<b>ALLOCATED SALES</b>	Pipeline Lact (FMP) allocated to each well based on Production % of total sales (PRODUCTION % * PIPELINE LACT FMP)
<b>PIPELINE LACT (FMP)</b>	Measures volume of oil sold through FMP to purchaser
<b>BEGINNING TANK INVENTORY</b>	Inventory from previous accounting period's Calculated Ending Volumes
<b>ENDING TANK INVENTORY</b>	End of month inventory (BEG INV + OIL METER READING - SALES)
<b>*MANUALLY ENTERED METER VOLUMES FROM METER STATEMENTS AND TANK INVENTORIES</b>	

WELL NAME	WELL NUMBER	OIL METER READING	PRODUCTION %	ALLOCATED WELL PRODUCTION	ALLOCATED SALES	BEG INV	END INV
ROJO 7811 JV-P FEDERAL COM	2H	366	0.02	366	292	278	352
ROJO 7811 27	10H	1868	0.12	1868	1877	85	76
ROJO 7811 27	11H	1143	0.07	1143	1148	20	15
ROJO 7811 27 FED COM	12H	602	0.04	602	598	61	65
ROJO 7811 27 FED COM	13H	1151	0.07	1151	1142	68	77
ROJO 7811 27	34H	3322	0.21	3322	3336	92	78
ROJO 7811 27	35H	2891	0.19	2891	2903	359	347
ROJO 7811 27 FEDERAL COM	36H	2157	0.14	2157	2142	209	224
ROJO 7811 27 FEDERAL COM	37H	1988	0.13	1988	1974	212	226
		<b>15488</b>	<b>1.00</b>	<b>15488</b>	<b>77604</b>	<b>1384</b>	<b>1460</b>

<b>OIL METER READING (OIL PRODUCED)</b>	<b>15488</b>
<b>PIPELINE LACT (FMP)</b>	<b>31095</b>
<b>BEGINNING TANK INVENTORY</b>	<b>1384</b>

<b>OIL GRAVITY @ 60 DEG</b>	<b>46.5</b>
<b>VALUE/BBL</b>	<b>\$63.77</b>

**EXHIBIT "E"**

**WATER ALLOCATION EXAMPLE- ROJO EAST CTB**

**THE ALLOCATION METHOD USED IS THE INSTALLATION OF MEASUREMENT DEVICES FOR EACH SOURCE (WELLS)**

<b>WATER METER</b>	Measures volume of water from the separator on each individual well used as a basis for prorating CTB allocated production
<b>THEORETICAL % PRODUCTION</b>	Calculated by dividing water meter volume for each well into sum of water meters from the CTB
<b>TRANSFER VOLUME</b>	Transfer volume allocated to each well based on transfer meter readings at each CTB (TOTAL TRANSFER VOLUME * THEORETICAL % OF PRODUCTION)
<b>*MANUALLY ENTERED METER VOLUMES FROM METER STATEMENTS AND TANK INVENTORIES</b>	

(BBLs) - Barrels

WELL NAME	WELL NUMBER	WATER METER (BBLs)	THEORETICAL % OF PRODUCTION	TRANSFER VOLUME (BBLs)
ROJO 7811 JV-P FEDERAL COM	2H	2105	0.05	2072
ROJO 7811 27	10H	3598	0.08	3542
ROJO 7811 27	11H	2819	0.06	2775
ROJO 7811 27 FED COM	12H	1706	0.04	1679
ROJO 7811 27 FED COM	13H	4097	0.09	4033
ROJO 7811 27	34H	9245	0.21	9100
ROJO 7811 27	35H	6820	0.15	6713
ROJO 7811 27 FEDERAL COM	36H	7494	0.17	7377
ROJO 7811 27 FEDERAL COM	37H	6547	0.15	6445
<b>TOTAL TRANSFER VOLUME</b>		<b>44431</b>		<b>43736</b>

## SURFACE USE AND COMPENSATION AGREEMENT

This Surface Use and Compensation Agreement ("**Agreement**") effective November 1, 2014, is made by and between **CAML, LTD.**, herein called "**Surface Owner**", whether one or more, and **BTA OIL PRODUCERS, LLC**, whose address is 104 South Pecos Street, Midland, Texas 79701, herein called "**Operator**".

Surface Owner and Operator do hereby enter into this Agreement for the following purposes: (i) to agree upon the prices, stipulations and guidelines concerning payments from Operator to Surface Owner for the surface uses set forth below on the lands owned by Surface Owner and described on Exhibit "A" attached hereto and hereby made a part hereof ("**Lands**"), (ii) to establish the uses on the Lands by Operator during the term hereof; and (iii) to comply with the provisions of the New Mexico Surface Owners Protection Act ("**SOPA**"), a copy of which has been provided to Surface Owner pursuant to the provisions of SOPA. Any proposed uses of the Lands by Operator, other than the uses described below, are not covered by this Agreement unless the same is amended to include such uses. In addition, both parties agree that the uses described below are authorized by Surface Owner solely in connection with oil and gas operations conducted by Operator on the Lands. Operator shall not be authorized to use the surface of the Lands for any purpose that is not directly associated with its oil and gas operations on the Lands pursuant to the current oil, gas and mineral lease covering the Lands.

**TERM**

This Agreement shall commence on the date first written above and shall continue for a period of three (3) years and as long thereafter as Operator conducts operations on the Lands or any portion thereof with no cessation of more than 180 consecutive days; provided, however, notwithstanding the foregoing, Operator shall have a period of four (4) months from and after the termination of this Agreement to remove all of its personal property, fixtures and equipment from the Lands, and to restore the surface thereof to the condition that existed immediately prior to the execution hereof, as may be reasonably practicable.

**GENERAL TERMS**

These terms shall apply in all cases under this Agreement, unless otherwise expressly stated. Operator shall give Surface Owner not less than five (5) days prior notice of the initial staking of proposed well sites, roads, power lines and pipeline rights-of-way on the Lands so that Surface Owner may be present when such activities commence. Operator shall consult with Surface Owner on the location of all such uses and Operator and Surface Owner shall attempt to mutually agree on the locations therefor. Except as otherwise expressly provided herein, if Operator and Surface Owner cannot reach agreement, then Operator's decision shall be final and binding, provided that Operator's activities on the Lands shall be conducted in such a way so as not to interfere with any existing or planned uses of the Lands by Surface Owner. Surface Owner shall be notified not less than five (5) days prior to any construction associated with any wells to be drilled

by Operator on the Lands. Payments required hereunder are to be made to Surface Owner not more than fifteen (15) days after commencement of any construction of well sites, roads, power lines and pipeline rights-of-way. Surface Owner shall have the right to use all roads that have been constructed by Operator on the Lands, at Surface Owners sole risk. Payment shall equal the proportionate amount, as Surface Owner's interest in the Lands bears to the entire fee.

**WELL PADS** \$10,000.00 per  
Pad

Operator shall have the right to construct well pads on the Lands. Well pads shall be of sufficient size and shape to permit Operator to use the Lands for any and all surface use necessary or convenient for the drilling, fracing, completing, reworking, plugging, equipping, operating and producing of a well, but in no event will a well pad exceed an area of 3 acres without Surface Owner's prior written consent. Well pads without tank batteries shall be downsized after drilling and completion operations have been completed to an area where operations can still be performed safely and efficiently by Operator, in Operator's sole discretion. Areas where caliche is removed in downsizing operations will be reclaimed and reseeded with an adequate amount of seed. All operations conducted by Operator will be kept inside caliche well pads and caliche roads to the well pads. No off-location or off-road traversing will be allowed without Surface Owner's consent.

**TANK BATTERY SITES** \$5,000.00

This provision shall apply to tank battery sites that are not located on a well pad; any such site shall not exceed an area of 2 acres without Surface Owner's prior written consent.

**NEW ROADS** \$40.00 per Rod

Operator shall have the right to build new roads on the Lands, paying the amount of \$40.00 per rod for such new road. Operator shall consult with Surface Owner on the location of all such new roads. Operator shall keep all new roads in a good state of repair, at its sole cost and expense. Surface Owner shall have the right to use new roads constructed on the Lands by Operator.

**DIRT** \$4.00 per Cubic Yard

Dirt from the Lands used in the construction of well pads and roads located on the Lands will be purchased from Surface Owner at the amount designated above.

**CALICHE** \$4.00 per Cubic Yard

Caliche from the Lands used in the construction of well pads and roads located on the Lands will be purchased from Surface Owner at the amount designated above.

**ELECTRIC POLES** \$125.00 Each

Operator shall have the right to erect electric power poles on the Lands and Surface Owner shall be paid at the rate of \$125.00 per pole. Operator shall consult with Surface Owner on the location of all power poles.

**SURFACE LINES**

\$26.00 per Rod

Fresh water lines, produced water lines and flow lines may be laid on the surface of the Lands. Operator shall consult with Surface Owner as to the location of the above ground lines. Rights-of-way for such above ground lines shall be 20' wide, except during the laying and removal of such lines when temporary rights-of-way may be 30' wide. Payment for such lines shall be at the per rod rate provided above.

**BURIED PIPELINES**

\$40.00 per Rod

Operator shall have the right to construct underground pipelines on the Lands. Operator shall consult with Surface Owner as to the location of underground lines. All underground pipelines will be buried a minimum of 36" below the surface of the ground and the right-of-way for such line will be 30' in width. Any valve boxes or meters that require vehicle access will be required to stay on the designated right-of-way for such buried pipeline. All buried pipeline rights-of-way will be reseeded and reclaimed after construction.

**CENTRALLY LOCATED FRESH WATER FRAC PIT**

Operator shall pay Surface Owner the amount of Twenty Thousand Dollars (\$20,000.00) for a single freshwater pit station that Operator constructs on the Lands. This amount shall represent compensation for constructing, erecting, installing, operating, maintaining, inspecting, using, repairing, moving on and removing from the Lands a freshwater pit station and any equipment needed to operate same, including structures of whatsoever kind, machinery, engines, pumps, equipment, appliances, facilities, meters, pipes, regulators, fittings, valves and any other structure as may be necessary to operate a freshwater pit station, except that pipelines, roadways and electric poles to and from any such pit station shall be paid for at the appropriate rate set forth above. Operator shall consult with Surface Owner as to the location of the freshwater pit station prior to staking and surveying same. In no event shall the area used for a freshwater pit station exceed 6 acres.

In the construction of a fresh water pit station, Operator shall stockpile adjacent thereto all soil that has been excavated during the digging of the pit, and shall line the pit with material of sufficient thickness to prevent the escape of water on or into the Lands. Within twelve (12) months after Operator ceases to have any further use for the freshwater pit station, Operator shall remove all structures and equipment associated with same and shall level and reseed the surface of the Lands.

The siting, construction, operation and closure of the centrally located fresh water frac pit will comply with New Mexico Oil Conservation Division and Bureau of Land Management regulations, if and to the extent applicable.

Operator shall not construct more than one fresh water pit station on the Lands without the prior written consent of Surface Owner.

### **RE-NEGOTIATION OF AMOUNTS PAYABLE**

The amounts set forth above represent what Surface Owner and Operator agree are fair amounts for the contemplated operations. However, both parties recognize that such amounts may not accurately reflect the going rate for such operations in the future. Therefore, if this Agreement remains in effect at the expiration of five (5) years from the effective date hereof, Surface Owner and Operator agree that all the amounts set forth above will be re-negotiated in good faith to amounts that accurately reflect the going rate for such operations in the general vicinity of the Lands at the time. Such a re-negotiation shall take place every five (5) years while this Agreement remains in effect with regard to all or any portion of the Lands.

### **PITS**

Operator shall have the right to utilize surface pits during drilling operations. Any such permitted surface pits must be lined with 12-mil plastic, the connecting joints, seams or edges of which shall be heat-bonded or sewn. If the soil is rocky then the lining material must be 24-mil plastic, the connecting joints, seams or edges of which shall be heat-bonded or sewn. Within ninety (90) days after drilling operations have been completed, the contents of all pits shall be pumped dry and the contents removed from the premises. All pits must be backfilled with top-soil on the surface, and the site reasonably packed and leveled to twelve (12) inches above the level of the adjacent ground.

### **DIKES**

Each tank battery shall have a dike built around the location of sufficient size and height to hold all oil which can be stored in the tank battery.

### **FRESH WATER USE**

Operator cannot use natural surface waters or subsurface waters found in the beds of creeks, streams and rivers. Furthermore, Operator shall not use water from wells, water pipelines, ponds or tanks of the Surface Owner. Operator shall not use fresh (potable) water found on or under the Lands for repressuring, pressure maintenance, cycling and/or secondary recovery operations or fracture treatment off the Lands. It is expressly understood and agreed that fresh (potable) water from the Lands shall not (a) be moved from the Lands by any method, manner or device across, over or under any boundary of the Lands, nor (b) be injected into any well on the Lands or elsewhere for secondary recovery, repressurization, and/or any other purpose. Fresh (potable) water shall mean water that can be used domestically and is suitable for human and/or animal consumption. Operator shall have the right to drill water wells on the Lands for use in drilling and producing operations, except with respect to operations that are specifically prohibited above. Water from Operator's water wells will be free of charge. At such time as this Agreement terminates or Operator no longer has a need for any water wells drilled

on the Lands, Surface Owner shall own said water wells, "as is, where is," free of charge, unless Surface Owner directs Operator to plug and abandon said wells.

## **PROTECTION OF WATER FROM CONTAMINATION**

The operations of Operator on the Lands shall be conducted in such manner that the Operator shall prevent the contamination of any and all waters in, under or on the Lands, whether in surface tanks or any other type of storage, in creek beds or river beds, or by any and all surface and subsurface water-bearing strata or formations by virtue of Operator's drilling, development and production operations. Operator shall prevent contamination of the surface of the Lands from salt water or other contaminating substances flowing over or seeping on to such land because of Operator's operations.

## **SALT WATER**

Salt water from producing oil and/or gas wells situated on the Lands may be used for repressuring, pressure maintenance, cycling and/or secondary recovery operations on the Lands and may be moved from the Lands.

## **NO DISPOSAL OF PRODUCED LIQUIDS**

Notwithstanding anything to the contrary herein, Operator shall not inject or dispose of off-lease saltwater or any other off-lease produced substance into any formation underlying the Lands without the express written consent of Surface Owner. It is the intent of the parties that the use by Operator of any disposal or injection well on the Lands be negotiated for and governed by a separate agreement entered into by Operator and Surface Owner.

## **ENTRY ONTO THE LANDS**

Operator shall consult with Surface Owner regarding the location of the point or points at which Operator will gain access to the Lands, and Operator agrees to consult with the Surface Owner regarding access to the Lands from any location other than the location agreed upon by Operator and Surface Owner. Operator agrees not to cut any fence owned by Surface Owner, unless no reasonable alternative exists. In the event it becomes necessary for Operator to cut a fence, Operator shall brace the cut portions with H-braces and install cattle guards of sufficient size and quality to adequately prevent Surface Owner's livestock from leaving the Lands.

## **RECLAMATION**

In addition to the specific provisions set forth herein, upon cessation of any operations on the Lands by Operator or the cessation of use of any portion of the Lands, Operator shall reclaim and reseed that portion of the Lands no longer being utilized by Operator so that the Lands are restored to as close as possible to the condition they were in prior to the commencement of operations by Operator.

## **DRAINAGE, RUNOFF, EROSION**

Operator shall construct all facilities and conduct all operations on the Lands in such a way as to prevent any significant change in drainage patterns as they existed prior to the construction of such facilities or commencement of such operations. Operator shall take all reasonable measures to prevent run-off and erosion as a result of drainage patterns on the Lands.

### **NOISE, DUST, LITTER, WEEDS**

Operator shall at all times conduct its activities on the Lands so as to avoid the creation of excessive noise and dust. Operator shall at all times keep the Lands free of trash, litter and other debris, and shall store on the Lands only such equipment and personal property that will be used in its operations on the Lands. Operator will take reasonable steps to prevent the germination and spread of noxious weeds on the Lands, including, if necessary and without limitation and the use of herbicides to kill any such noxious weeds in accordance with reasonable and customary practices in this area.

### **NO HUNTING OR FISHING**

It is provided, understood and agreed that this Agreement does not cover nor include any right or privilege of hunting with firearms or with dogs or otherwise on the Lands, nor of fishing on the Lands. All hunting and fishing rights are expressly reserved to the Surface Owner. Operator agrees that none of Operator's officers, agents, servants, employees, representatives or contractors will bring any dog and/or firearm or fishing tackle upon the Lands and will not fire any weapon or firearm thereon. If any such person shall bring any dog and/or firearm or fishing tackle upon the Lands or fire any weapon or firearm thereon, such person shall no longer have any right to go on, or to be on, the Lands, and if such person shall go on the Lands such person shall be a trespasser and subject to prosecution under the trespass laws of the State of New Mexico.

### **PROTECTION OF LIVESTOCK**

All pump jacks and/or stationary equipment with exposed moving parts will be fenced, or at the option the Operator, metal guards of sufficient size and strength to prevent livestock from coming in contact with any such equipment shall be installed. Operator shall fence around each slush pit or other type of pit which Operator may create or cause to be located on the Lands and thereafter maintain such fence so that the fluids or other damaging substances in such pits shall be wholly unavailable to livestock being grazed upon the Lands or any part thereof.

### **PROPERTY DAMAGES**

Any and all damages caused by operations of Operator, its agents, employees, representatives, successors or assigns, to crops, livestock, buildings, roads, fences or other property of Surface Owner shall be paid for by the Operator, or Operator may cause the same to be repaired at its own expense.

### **NO LEASE CAMP**

Nothing contained in this agreement shall be construed to give Operator the right to construct or maintain any lease house or lease camp for housing Operator's employees on the Lands, and Operator shall have no right to do so.

## **LIABILITY AND INDEMNIFICATION**

In conducting its operations upon the Lands, Operator shall be liable for any injury to or death of persons or damage to real or personal property arising or in any manner growing out of or connected with Operator's construction, maintenance, operation or removal of the facilities, roadways, pipelines, appurtenances, and equipment permitted to be placed on or under the Lands by the provisions of this Agreement. Operator agrees to indemnify and hold Surface Owner harmless from and against any and all third party costs, damages, causes of action, claims, demands or expenses of every kind (including, but not limited to, reasonable attorney's fees) arising or in any manner growing out of or connected with Operator's construction, maintenance, operation or removal of the facilities, roadways, pipelines, appurtenances, and equipment permitted to be placed on or under the Lands by the provisions of this Agreement, including any environmental remediation of the Lands ordered by any governmental agency having jurisdiction; provided, however, Operator shall not be liable for injuries, deaths or damages resulting from or to the extent of the negligence or willful misconduct of Surface Owner or his invitees, agents, employees, contractors or their subcontractors.

## **NO ASSIGNMENT WITHOUT PRIOR WRITTEN CONSENT**

Notwithstanding anything herein to the contrary, this Agreement will not be assigned by Operator without the prior written consent of Surface Owner, which consent shall not be unreasonably withheld.

## **INSURANCE**

Operator shall maintain or shall cause to be maintained, in full force and effect throughout the term of this Agreement at its sole cost and expense, the insurance described below:

a. Workers Compensation in accordance with the benefits afforded by the statutory Worker's Compensation Acts applicable to the state, territory or district of hire, supervision or place of accident. Policy limits for worker's compensation shall not be less than statutory limits.

b. Commercial General Liability Insurance including bodily injury, death, property damage, independent contractors, products/completed operations, contractual, and personal injury liability, with a limit of \$1,000,000 per occurrence and in the annual aggregate.

c. Commercial Automobile Insurance covering owned, hired, rented, and non-owned automotive equipment with a limit of \$1,000,000 per accident.

d. Excess Umbrella Liability Insurance coverage in excess of the terms and limits of insurance specified in a), b) and c) above with a combined limit of \$5,000,000 per occurrence.

e. Upon execution of this Agreement Operator shall furnish Surface Owner a certificate of insurance evidencing the coverage required herein.

f. To the extent allowed by law, Operator shall include Surface Owner as an additional insured under the policies required above, but only to the extent of Operator's indemnification obligations hereunder.

### **ADDRESSES OF THE PARTIES FOR NOTICE AND PAYMENT PURPOSES**

#### **OPERATOR:**

BTA Oil Producers, LLC  
104 South Pecos  
Midland, Texas 79701  
Attn: Willis D. Price III  
Phone Number: 432-682-3753  
Email Address: wprice@btaoil.com

#### **SURFACE OWNER:**

CAML, Ltd.  
P.O. Box 3157  
San Angelo, TX 76902  
Phone Number: 325-653-8200  
Email Address: hmw3rd@airmail.net

### **EXISTING EASEMENTS**

This Agreement is subject to all existing easements and rights-of-way on the Lands, including, without limitation, the following:

a. Easement dated January 19, 1976, from Harry E. Dickson, Jr. and wife, Wilma N. Dickson to Transwestern Pipeline Company, covering the E/2 E/2 of Section 27, T-25-S, R-33-E, N.M.P.M., Lea County, New Mexico.

b. Right-of-Way and Easement dated January 27, 1982, from E. Hal Dickson, Independent Executor of the Estate of Harry E. Dickson, to El Paso Natural Gas

Company, covering the NE/4 SE/4 of Section 22, T-25-S, R-33-E, N.M.P.M., Lea County, New Mexico.

### **MISCELLANEOUS**

Operator shall comply with all valid laws, rules and regulations in force and effect with respect to the subject matter of this Agreement. All payments described in this Agreement shall be one-time only payments, unless otherwise specified.

Operator shall notify Surface Owner not less than fifteen (15) days prior to plugging and/or abandonment of any well, pipeline (except pipelines laid on the surface), power line or pit used in connection with Operator's operations hereunder; provided, however, if a drilling rig is on location and such rig will be used to plug the well, then Operator shall be excused from notice as required above, except that Operator shall provide Surface Owner with written notice of the plugging of the well within thirty (30) days after the well has been plugged and abandoned.

Payment for the uses described herein shall include all reasonably foreseeable real property damages associated with such uses, such as crop damages and damages to grass, trees and vegetation. In the event of Operator's negligence, any and all damages to the Lands arising out of such negligence shall be paid for separately. All payments required under this Agreement shall be made to Surface Owner at the address set forth above or hand-delivered to Surface Owner.

The terms and provisions of this Agreement shall be binding on Surface Owner and Operator and their respective heirs, personal representatives, successors and assigns. This Agreement and any Exhibit attached hereto shall constitute the entire agreement by and between Surface Owner and Operator with respect to the subject matter hereof and shall supersede all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties hereto, whether oral or written. There are no representations or other agreements between the parties hereto except as expressly set forth herein. This Agreement may only be modified, in writing, signed by Surface Owner and an authorized representative of Operator.

No transfer by one party shall be binding upon the other until fifteen (15) days after the transferring party has furnished the other party a copy of the instrument evidencing the transfer. In the event of a transfer by Operator, Operator shall remain responsible for any liability that has arisen prior to the effective date of the transfer, and Operator's transferee shall be responsible for all liabilities arising after the effective date of the transfer.

EXECUTED as of the dates of the acknowledgements, below, but effective for all purposes as of the date first written above.

### **SURFACE OWNER**

CAML, Ltd.  
By: Kickapoo Asset Management LLC, General Partner

*[Handwritten signature]*

By: Harvey Williams, Manager

**OPERATOR**

BTA Oil Producers, LLC

*[Handwritten signature]*

By: Willis D. Price III, Land Manager

*[Handwritten initials]*

**ACKNOWLEDGMENTS**

STATE OF TEXAS                   §  
   §  
COUNTY OF TOM GREEN       §

This instrument was acknowledged before me on this 23rd day of April, 2015, by Harvey Williams, as Manager of Kickapoo Asset Management LLC, General Partner of CAML, Ltd., a Texas limited partnership, on behalf of said limited partnership.



*[Handwritten signature: Ginger A. Olsen]*  
Notary Public in and for the State of Texas

STATE OF TEXAS                   §

COUNTY OF MIDLAND

§  
§

This instrument was acknowledged before me on this 30<sup>th</sup> day of July, 2015 by Willis D. Price III, as Land Manager of BTA Oil Producers, LLC a Texas limited liability company, on behalf of said limited liability company.

*Mona Lagan*

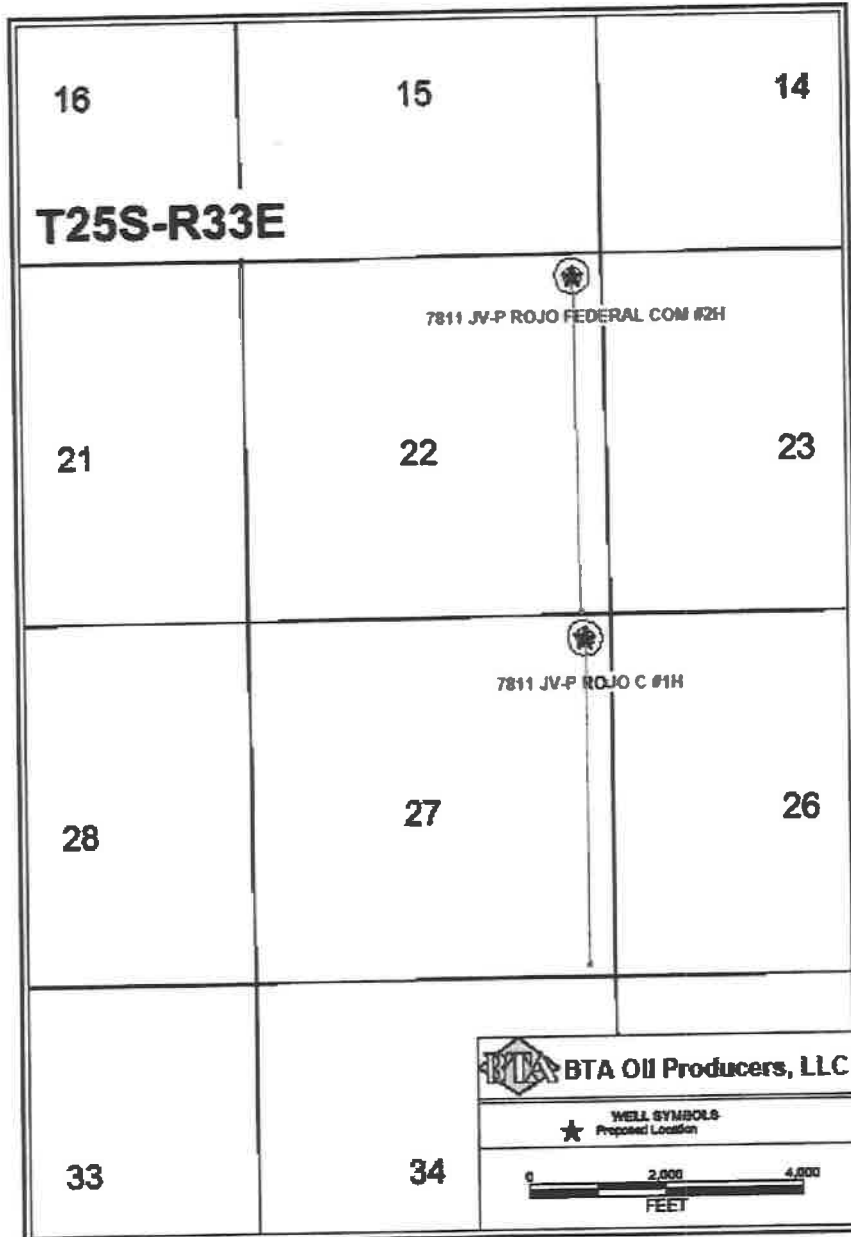
Notary Public in and for the State of Texas



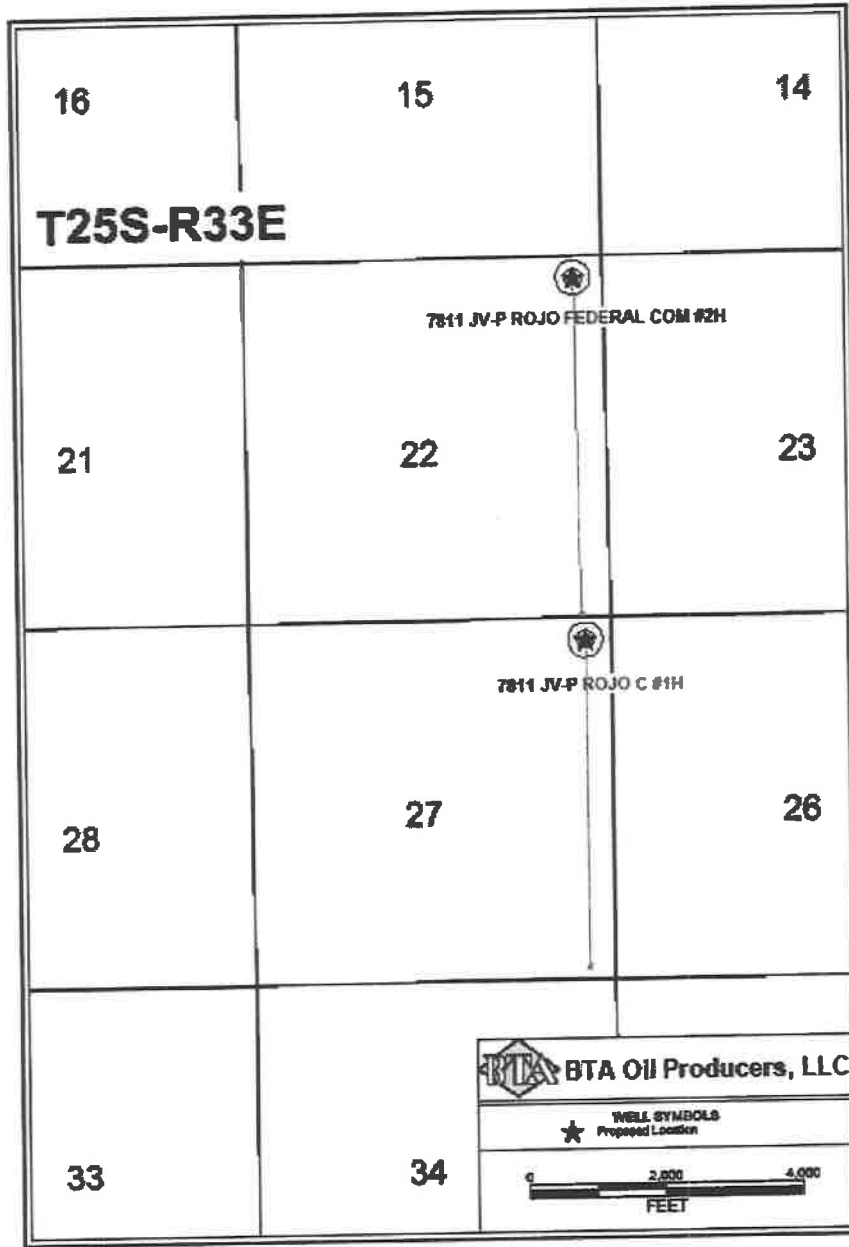
**Exhibit "A"**

**Attached to and made part of that certain Surface Use and Compensation Agreement effective November 1, 2014, by and between CAML, Ltd., as Surface Owner and BTA Oil Producers, LLC, as Operator**

SE/4 OF SECTION 22 AND E/2 E/2 OF SECTION 27, TOWNSHIP 25 SOUTH,  
 RANGE 33 EAST, N.M.P.M.  
 ALL LEGAL DESCRIPTIONS DESCRIBED ABOVE ARE IN  
 LEA COUNTY, NEW MEXICO



SE/4 OF SECTION 22 AND E/2 E/2 OF SECTION 27, TOWNSHIP 25 SOUTH,  
RANGE 33 EAST, N.M.P.M.  
ALL LEGAL DESCRIPTIONS DESCRIBED ABOVE ARE IN  
LEA COUNTY, NEW MEXICO



ACQUISITION SHEET

Venture: 7811 Rojo  
4/4 Tr. III

1) Lessor: CAML, LTD.  
2) Lessee: BTA Oil Producers, LLC

3) Agreement Information:

Agreement Date: 6/8/17	Effective Date: 11/1/14	Acquired Date:
Expiration Date:	Oil Royalty:	Gas Royalty:

4) BTA Tract #

III		
T-25-S, R-33-E Section: Block: Survey: SE/4 22 E/2E/2 27 Gross acres	T- , R- Section: Block: Survey: Gross acres	T- , R- Section: Block: Survey: Gross acres
6) Lessor Mineral Interest		
7) Lease Net Acres		
8) Cost	\$81,020.00	

9) Lease Ownership

Lease Ownership	
BTA:	50 %
COG Operating LLC:	50 %
:	%
:	%
Bill COG 1/2 of rentals	

BTA NRI: _____ %
ORR
_____ : _____ %
_____ : _____ %
_____ : _____ %

10) Depths: \_\_\_\_\_ Formation \_\_\_\_\_ From \_\_\_\_\_ To  
11) Obligation: \_\_\_\_\_ Option to Extend \_\_\_\_\_ Minimum Royalty  
12) Payments: \_\_\_\_\_ Payee Name \_\_\_\_\_

Payment Type: Contract Rental	Start Date: 11/1/17	End Date: P&A of last well
Frequency: Annual	Payment Amount: \$15,000.00	Payment Increase: —

13) Provisions: Please check appropriate box and include information.

<input type="checkbox"/> Additional Provisions	<input type="checkbox"/> Assignable Consent Required	<input type="checkbox"/> Continuous Develop.	<input type="checkbox"/> Continuous Drilling	<input type="checkbox"/> Drilling Obligation	<input type="checkbox"/> JOA	<input type="checkbox"/> Off Set
<input type="checkbox"/> Pooling	<input type="checkbox"/> Pugh Clause	<input type="checkbox"/> Release Required	<input type="checkbox"/> Check Usage	<input type="checkbox"/> Rework	<input type="checkbox"/> Royalty in Kind	<input type="checkbox"/> Shut In Gas/Oil

14) Additional Information: Amendment to original 11/1/14 SUA:  
Retroactive damage payments & rentals already paid. See attached damages paid to date.  
\$15,000.00 annual payment to be paid every November 1st

37940

**MEMORANDUM GIVING NOTICE OF SURFACE  
USE AND COMPENSATION AGREEMENT**

**State: New Mexico**  
**County: Lea**  
**Surface Owner: CAML, LTD.**  
**Operator: BTA OIL PRODUCERS, LLC**  
**Effective Date: November 1, 2014**

For adequate consideration, Surface Owner, named above, has entered into a surface Use and Compensation Agreement with Operator, named above, for the following purposes: (i) to agree upon the prices, stipulations, and guidelines concerning payments from Operator to Surface Owner for surface uses set forth on the lands owned by Surface Owner and described below, (ii) to establish the uses on the Lands by Operator during the term hereof; and (iii) to comply with the provisions of the New Mexico Surface Owners Protection Act ("SOPA"). Under the Surface Use and Damage Compensation Agreement, Surface Owner and Operator have agreed to certain specific matters in connection with BTA's right to use the surface estate of the following property:

SE/4 OF SECTION 22 AND E/2 E/2 OF SECTION 27, TOWNSHIP 25 SOUTH,  
RANGE 33 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO

The Surface Use and Compensation Agreement (the "Surface Agreement") is for a primary term of three (3) years from the Effective Date stated above, and as long thereafter as Operator conducts operations on the Lands or any portion thereof with no cessation of more than 180 consecutive days; provided, however, notwithstanding the foregoing, Operator shall have a period of four (4) months from and after the termination of the Surface Agreement to remove all of its personal property, fixtures and equipment from the Lands, and to restore the surface thereof to the condition that existed immediately prior to the execution of the Surface Agreement, as may be reasonably practicable.

This memorandum constitutes notice to all interested parties of the existence of the Surface Use and Damage Compensation Agreement. Furthermore, any successor or assign of either Operator or Surface Owner shall be bound by the terms and conditions of the Surface Use and Damage Compensation Agreement. In the event that any party acquires any rights or interests in the surface estate of the Property, such rights or interests shall be subject to the terms and conditions set forth in the Surface Use and Damage Compensation Agreement. For more information, contact either Operator or Surface Owner.

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 counterpart, ratification of consent hereto with the same force and effect as if all parties had signed the same document. This Memorandum is signed by Surface Owner and Operator as of the date of acknowledgment of their signatures, but is effective for all purposes as of the

Effective Date stated above.


**SURFACE OWNER**

CAML, Ltd.

P.O. Box 3157

San Angelo, TX 76902

By: Kickapoo Asset Management LLC, General Partner



By: Harvey Williams, Manager

**OPERATOR**

BTA Oil Producers, LLC

104 South Pecos

Midland, TX 79701



By: Willis D. Price III

Title: Land Manager



**ACKNOWLEDGMENTS**

STATE OF TEXAS §

§

COUNTY OF TOM GREEN §

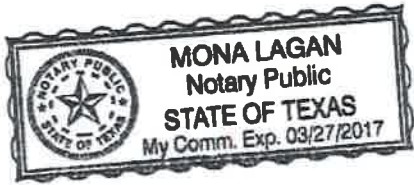
This instrument was acknowledged before me on this 23rd day of April, 2015, by Harvey Williams, Manager of Kickapoo Asset Management LLC, General Partner of CAML, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Ginger A. Olsen  
Notary Public in and for the State of Texas

STATE OF TEXAS           §  
   §  
COUNTY OF MIDLAND   §

This instrument was acknowledged before me on this 20<sup>th</sup> day of July, 2015 by Willis D. Price III, as Land Manager of BTA Oil Producers, LLC, a Texas limited liability company, on behalf of said limited liability company.



Mona Lagan  
Notary Public in and for the State of Texas

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED



37940

JUL 24 2015  
at 1:30 1971 P M  
and recorded in Book 1971  
Page 156  
Pat Chappelle, Lea County Clerk  
By MC Deputy

## AMENDMENT TO SURFACE USE AND COMPENSATION AGREEMENT

WHEREAS, on November 1, 2014, CAML, LTD., hereinafter referred to as "Surface Owner", whose mailing address is P.O. Box 3157, San Angelo, TX 76902 did execute and deliver to BTA OIL PRODUCERS, LLC, hereinafter referred to as "Operator", whose mailing address is 104 South Pecos Street, Midland, Texas 79701 a SURFACE USE AND COMPENSATION AGREEMENT (hereinafter referred to as "Agreement"), covering the lands described on Exhibit "A" attached hereto and made a part hereof.

WHEREAS, it is the desire of the Surface Owner and Operator to amend the terms -of said agreement to include the below language and compensation; all other agreement language and rates will remain in force;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, Surface Owner and Operator agree to the following:

### ANNUAL RENTALS

Retroactively from November 1, 2014, Operator agrees to pay Surface Owner \$12,000/year, totaling \$24,000.00.

Beginning November 1, 2017, Operator agrees to pay Surface Owner annual rentals in the amount of \$15,000/year in advance of each lease year, the first such payment due on or before November 1, 2017, and a like payment due on or before November 1 of each subsequent year that this Agreement remains in effect.

### SURFACE LINES

Surface Lines, as defined in the Agreement, shall be paid for by Operator at the rate of \$75.00 per rod; provided, however, that a 156-rod temporary water line for Concho Resources LLC shall be paid for by Operator at the rate of \$45.00 per rod. All future surface lines, including without limitation, the proposed 560-rod Rojo Disposal Line, shall be paid for by Operator at the rate of \$75.00 per rod, subject to the other terms and provisions of the Agreement.

### CENTRALLY LOCATED FRESH WATER FRAC PIT ENLARGEMENT FEE

Operator shall pay Surface Owner the amount of Eight Thousand Dollars (100,000 sq. ft. \* \$0.08= \$8,000.00) to enlarge the current Centrally Located Fresh Water Frac Pit from six (6) acres to eight (8) acres. In addition, Operator shall be authorized to take water from the Centrally Located Fresh Water Frac Pit for use in its drilling operations and wells both on and off the Lands. Except as set forth in the immediately preceding sentence, Operator shall not be authorized to use the surface of the Lands for any purpose that is not directly associated with its oil and gas operations on the Lands pursuant to the current oil, gas and mineral lease or leases covering the Lands.

**ADDRESSES OF THE PARTIES FOR NOTICE AND PAYMENT PURPOSES**

**OPERATOR:**

BTA Oil Producers, LLC  
104 South Pecos  
Midland, Texas 79701  
Attn: Willis D. Price III  
Phone Number: 432-682-3753  
Email Address: wprice@btaoil.com

**SURFACE OWNER:**

CAML, LTD.  
P.O. Box 3157  
San Angelo, Texas 76902  
Phone Number: 325-653-8200  
Email Address: hmw3rd@airmail.net

EXECUTED as of the dates of the acknowledgements, below, but effective for all purposes as of November 1, 2014.

**SURFACE OWNER**

CAML, LTD.

By: Kickapoo Asset Management LLC, General Partner

  
By: Harvey Williams, Manager

**OPERATOR**

BTA Oil Producers, LLC

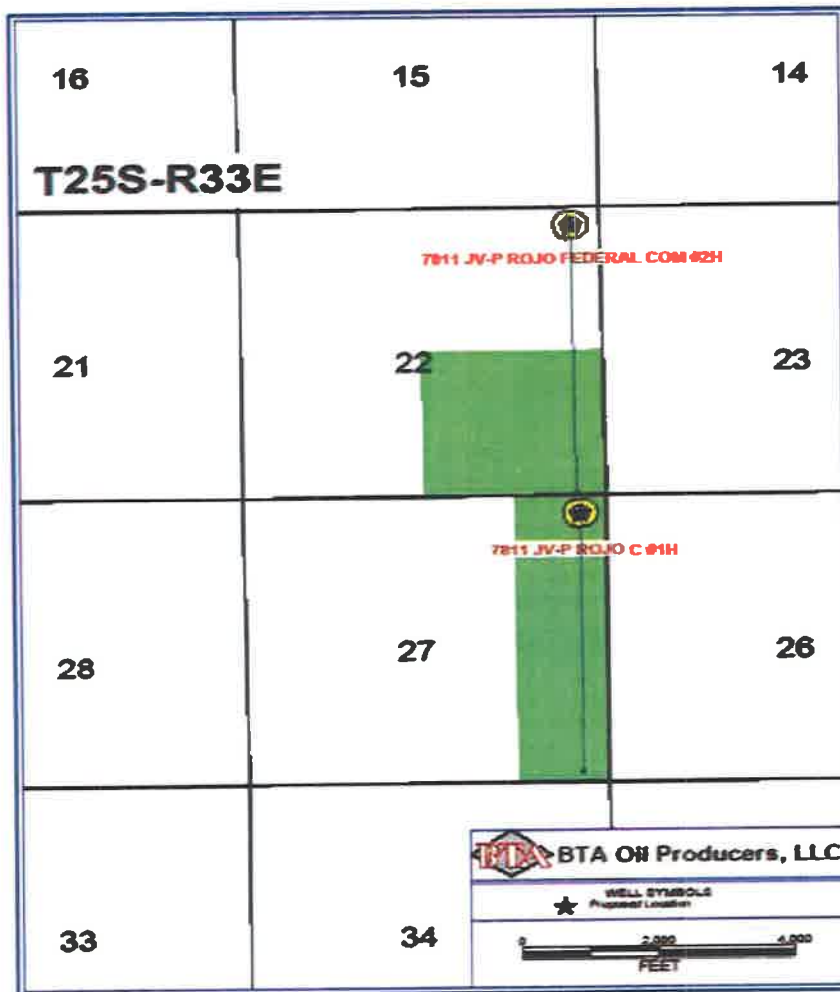
  
By: Willis D. Price III  
Title: Land Manager 



**Exhibit "A"**

**Attached to and made part of that certain AMENDMENT TO SURFACE USE AND COMPENSATION AGREEMENT dated November 1, 2014, by and between CAML, LTD., as Surface Owner and BTA Oil Producers, LLC, as Operator**

**SE/4 OF SECTION 22 AND E/2 E/2 OF SECTION 27, TOWNSHIP 25 SOUTH, RANGE 33 EAST, N.M.P.M.  
ALL LEGAL DESCRIPTIONS DESCRIBED ABOVE ARE IN LEA COUNTY, NEW MEXICO**



# CAML LTD.

P.O. BOX 3157 SAN ANGELO, TEXAS 76902 OFFICE - 325-653-8200

2/23/2017

Austin Wallace  
Willis D Price III  
BTA Oil Producers, LLC.  
104 South Pecos Street  
Midland, Texas 79701-5021

**RE: Proposed Amendment to Surface Use Agreement effective November 1, 2014**

As clearly stated in the Surface Use and Compensation Agreement:

**"Operator shall not be authorized to use the surface of the Lands for any purpose that is not directly associated with its oil and gas operations on the lands pursuant to the current oil, gas and mineral lease covering the Lands."**

Issues at hand are as follows:

- a) Concho's need for a 2575' temporary water line from the "Centrally Located Pit" (see enclosed attachment) and usage of said water from "Centrally Located Fresh Water Frac Pit."
- b) BTA's desire to enlarge "Pit" from 6 to 8 acres.
- c) BTA's desire to use "Centrally Located Fresh Water Frac Pit" for on/off land uses.
- d) BTA's desire to lay produced water lines to transport "off Lands" produced water to SWD as evidenced in the Rojo Disposal Line. ( see enclosure)

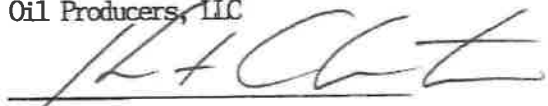
Below, please find the pipeline and surface requirements of CAML Ltd. regarding the proposed amendment to the above referenced Surface Use Agreement covering CAML Ltd.'s ownership of :

**SE/4 of Section 22 and E/2 E/2 of Section 27, Township 25 South, Range 33 East, N.M.P. in Lea County, New Mexico.**

a) Concho's 2575' feet of temp water line-	156 rods X \$ 45/rod	\$ 7,020.00
b) Enlarge Centrally Located Fresh Water Frac Pit – 6 to 8 acres	100,000 sq. ft. X .08	\$ 8,000.00
c) Retroactively from 11-1-2014 pay \$ 12,000/year *beginning 11-1- 2017 -\$15,000.00 per year *		\$ 24,000.00
d) Lay Surface lines for transport of produced water from on/off lands:		
	Proposed Rojo Disposal Line 560 rods X \$ 75/rod for SWD	\$ 42,000.00

Any questions, please call or email me.

  
 Harvey M. Williams III  
 Kickapoo Asset Management, LLC, General Partner to  
 CAML Ltd.

BTA Oil Producers, LLC  
 By:   
 Kent Christensen, Landman

**LAND MEMO: 7811 Rojo Fee Surface Damages to Date**

CALM LTD surface damages to date (SE/4 Sec 22 & E/2E/2 Sec 27):

5/6/15

\$20,000.00 for frac pit

\$20,000.00 for Rojo C#1H pad site and Rojo Fed Com #2H (10K each)

\$557.6 (COG estimated road length for C#1H at 13.94 rods at \$40/rod)

\$678.8 (COG estimated road length for Fed Com #2H at 16.97 rods at \$40/rod)

7/30/15

\$13,477.33 (Rojo Buried Gas Line at 336.93 rods at \$40/rod) – as built plat in file. This runs entire E/2 E/2 of Section 27.

11/30/15

\$1,250.00 (Rojo Utility Line for Fed Com #2H at 10 poles at \$125/pole) – as built plat in file. This is in the SE/4 of Section 22.

5/2/16

\$6,400.85 (Rojo Buried Gas Line at 160.02 rods at \$40/rod) – as built plat in file. This runs the entire SE/4 of Section 22.

6/29/16

\$5,492.12 (Caliche pad for equipment and compressor station \$5,000.00 plus \$492.12 for new road at 12.3 rods at \$40/rod) – as built plat in file.

6/8/17

\$81,020.00 total

\$7,020.00 for Concho's 156 rod temp water line @ \$45/rod

\$8,000.00 to enlarge existing frac pit from 6-8 acres

\$24,000.00 for unpaid retroactive rentals for past 2 years

\$42,000.00 for Concho's 560 rod disposal line at \$75/rod



**BTA OIL PRODUCERS, LLC**

104 S. PECOS  
MIDLAND, TEXAS 79701-5099  
432-682-3753  
FAX 432-683-0314

CARLTON BEAL, JR.  
BARRY BEAL  
SPENCER BEAL  
NELLY BEAL  
BARRY BEAL, JR.  
STUART BEAL  
ROBERT DAVERPONT, JR.

GULF COAST DISTRICT  
TOTAL PLAZA  
1201 LOUISIANA STREET, STE. 570  
HOUSTON, TEXAS 77002  
713-658-0077 FAX 713-655-0346

ROCKY MOUNTAIN DISTRICT  
600 17<sup>TH</sup> STREET, STE. 2230 SOUTH  
DENVER, COLORADO 80202  
303-534-4404 FAX 303-534-4661

October 16, 2018

In re: Well Pad Payment

CAML, LTD  
P.O. Box 3157  
San Angelo, Texas 76902  
Harvey Williams, Manager

Mr Williams,

Recently BTA Oil Producers, LLC ("BTA") built a 4.06 acre well pad on your surface estate located in Section 22, T-25-S, R-33-E, Lea County, New Mexico. According to a Surface Use Agreement ("Agreement") between CAML, LTD ("CAML") and BTA, the maximum well pad size allowed is 3 acres. By building a pad larger than 3 acres BTA was in violation of the Agreement. The two parties have agreed that BTA will pay CAML a sum of **\$15,000.00** as damages for the 4.06 acre well pad. It is also agreed that this is a one-time payment and that the Agreement still limits well pad size to 3 acres. Signature of this agreement shall signify both parties' agreement to the above terms and resolution of the Agreement violation.

CAML, LTD

 10-16-2018  
Harvey Williams, Manager Kickapoo Asset Mgmt LLC, its GP

BTA Oil Producers, LLC

 10-16-2018  
Alex Beal, Surface Landman

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 CAML, LTD.  
 P.O. Box 3157  
 San Angelo, TX 76902



9590 9402 2824 7069 8678 07

2. Article Number (Transfer from service label)

7014 0510 0000 1612 1984

COMPLETE THIS SECTION ON DELIVERY

A. Signature  Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Collect on Delivery Restricted Delivery
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Return Receipt for Merchandise
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE  
**CERTIFIED MAIL™**



7014 0510 0000 1612 1984  
 7014 0510 0000 1612 1984

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE **MRL**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark Here

Sent To: CAML, LTD.  
 Street or PO: P.O. Box 3157  
 City: San Angelo, TX 76902

PS Form 3800, August 2006

See Reverse for Instructions

BTA Oil Producers, LLC

Date Prepared 10/16/18

Prepared By mrl

Approved By LAB

CHECK REQUEST

Check Vendor # \_\_\_\_\_ 1099 Vendor # \_\_\_\_\_

Vendor Name CAML, LTD.

Checkbook \_\_\_\_\_

G/L Bank Acct. # \_\_\_\_\_ Cost Center \_\_\_\_\_

Check # \_\_\_\_\_ Amount \$15,000.00

Check Date 10/16/18

Code L/L/ 7811 JV-P Rojo, Tr. I (Rojo 22 Fed 14H, 15H, 16H, 17H wells)

Check if Applicable \_\_\_\_\_ Match \_\_\_\_\_ Pay All Invoices \_\_\_\_\_ No G/L Entry \_\_\_\_\_

Detail Damages for Well Pad in excess of 3 acres per agreement

dated 11/1/2014 and amended 6/1/2017

Section 22, T-25-S, R-33-E, Lea County, New Mexico

Deliver to: mrl

Mail \_\_\_\_\_

Special Instructions 10/17/2018

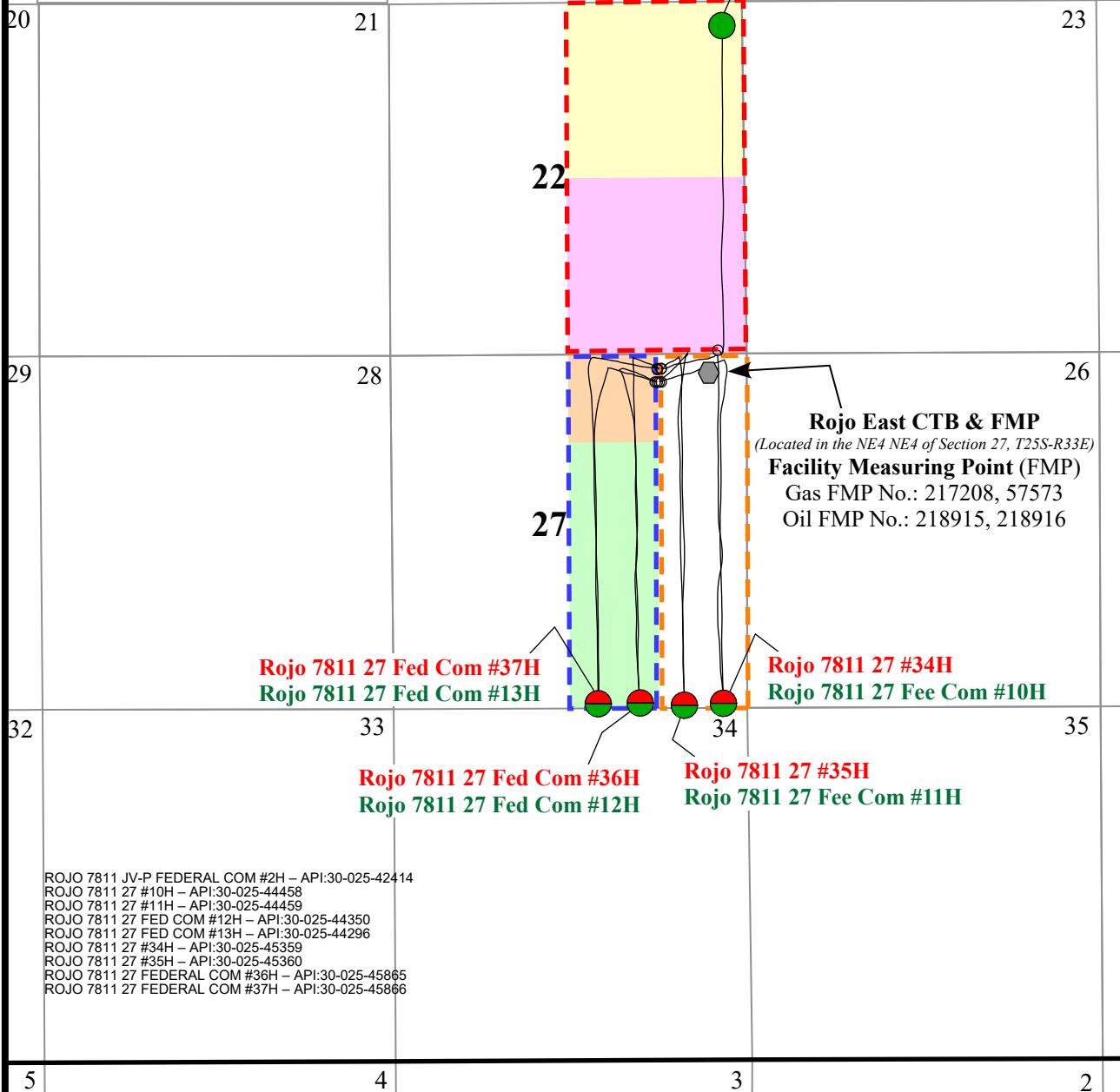
Written By: \_\_\_\_\_

G/L \_\_\_\_\_

Bank Balance \_\_\_\_\_

T25S-R33E

EXHIBIT "G"



ROJO 7811 JV-P FEDERAL COM #2H - API:30-025-42414  
 ROJO 7811 27 #10H - API:30-025-44458  
 ROJO 7811 27 #11H - API:30-025-44459  
 ROJO 7811 27 FED COM #12H - API:30-025-44350  
 ROJO 7811 27 FED COM #13H - API:30-025-44296  
 ROJO 7811 27 #34H - API:30-025-45359  
 ROJO 7811 27 #35H - API:30-025-45360  
 ROJO 7811 27 FEDERAL COM #36H - API:30-025-45865  
 ROJO 7811 27 FEDERAL COM #37H - API:30-025-45866



**BTA Oil Producers, LLC**  
 Rojo 7811 JV-P Federal Com #2H,  
 Rojo 7811 27 Fee Com #10H - #11H,  
 Rojo 7811 27 Federal Com #12H - #13H,  
 Rojo 7811 27 #34H - #35H, and  
 Rojo 7811 27 Federal Com #36H - #37H  
 Spacing Units

**LEGEND**

**Well Symbols:**



**Unit Descriptions:**

- 320 Acre Spacing Unit for the Rojo 7811 JV-P Federal Com #2H Wells Covering the E/2 of Section 22, T-25-S, R-33-E, N.M.P.M., Lea County, New Mexico
- Tract 1: NM-15091
- Tract 2: N/A
- 160 Acre Spacing Unit for the Rojo 7811 JV-P Federal Com #2H, Rojo 7811 27 Federal Com #12H, Rojo 7811 27 Federal Com #13H, Rojo 7811 27 Federal Com #36H, and the Rojo 7811 27 Federal Com #37H Wells Covering the E2 E2 of Section 22, T-25-S, R-33-E, N.M.P.M., Lea County, New Mexico
- Tract 1: NM-15091
- Tract 2: NM-26080
- 160 Acre Spacing Unit for the Rojo 7811 27 Fee Com #10H, Rojo 7811 27 Fee Com #11H, Rojo 7811 27 #34H, and the Rojo 7811 27 #35H Wells Covering the W2 E2 of Section 22, T-25-S, R-33-E, N.M.P.M., Lea County, New Mexico

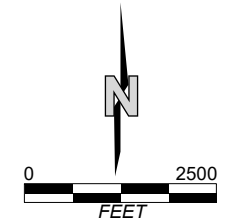


EXHIBIT "H"

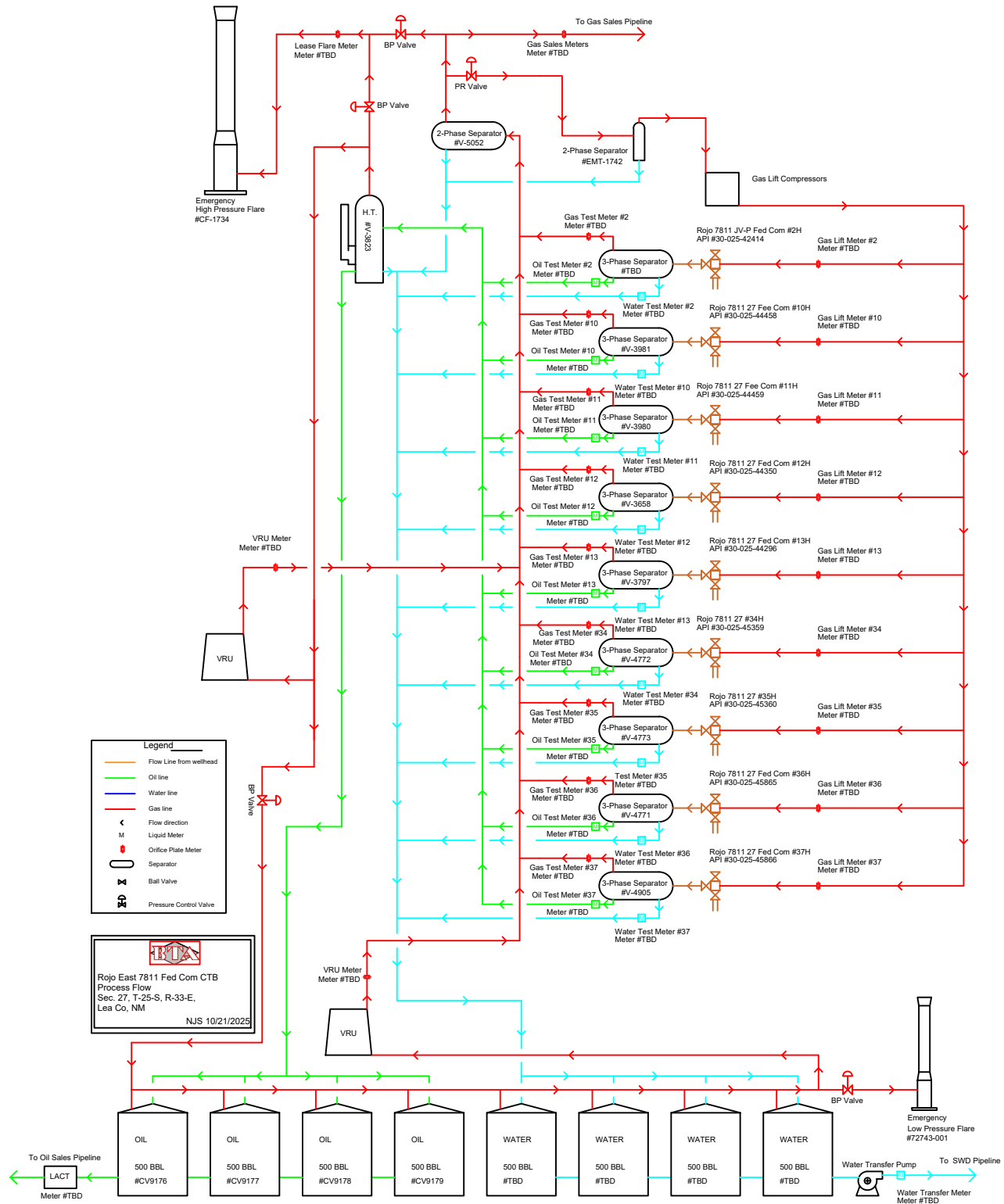


EXHIBIT "I"



U.S. Department of Interior  
Office of Natural Resources Revenue

Page: 1 of 1

Run Date: Oct 21, 2025

Prompt Criteria

Reporter ID: 14540

Sales Begin Date: 8/1/25

Sales End Date: 8/31/25

Agreement Number:

Lease Number:

PAD Number:

Begin Receipt Date:

End Receipt Date:

Basic Royalty Report

Document ID	Reporter ID	Status	F/I Ind	RPT Date	PAD Nbr	Ln Nbr	Report Comment	Contract Nbr	Agreement Nbr	API Well Nbr	Prd Cd	PROD_CD_D ESCR	STC	Sales Date	TC	Sales Volume	Gas MMBTU	Sales Value	Royalty Prior	Trans Allow	Process Allow	RVLA	PM
ROY100728101	14540	ACCP	F	09/30/2025	082025	16	07811-45	0300150910	NM 138717		01	Oil	ARMS	08/31/2025	01	568.35	0.00	\$36,250.53	\$4,531.32	\$0.00	\$0.00	\$4,531.32	03
ROY100728101	14540	ACCP	F	09/30/2025	082025	18	07811-46	0300150910	NM 138717		01	Oil	ARMS	08/31/2025	01	561.32	0.00	\$35,802.42	\$4,475.30	\$0.00	\$0.00	\$4,475.30	03
ROY100728101	14540	ACCP	F	09/30/2025	082025	1	07811-03	0300150910	NM 135506		01	Oil	ARMS	08/31/2025	01	146.23	0.00	\$9,326.58	\$1,165.82	\$0.00	\$0.00	\$1,165.82	03
ROY100728101	14540	ACCP	F	09/30/2025	082025	12	07811-22	0300150910	NM 138717		01	Oil	ARMS	08/31/2025	01	157.64	0.00	\$10,054.55	\$1,256.82	\$0.00	\$0.00	\$1,256.82	03
ROY100728101	14540	ACCP	F	09/30/2025	082025	14	07811-23	0300150910	NM 138717		01	Oil	ARMS	08/31/2025	01	176.37	0.00	\$11,249.52	\$1,406.19	\$0.00	\$0.00	\$1,406.19	03
ROY100728101	14540	ACCP	F	09/30/2025	082025	177	07811-03	0300150910	NM 135506		03	Processed (Residue) Gas	ARMS	08/31/2025	01	2,848.13	2,865.22	\$1,920.08	\$240.01	(\$39.16)	\$0.00	\$200.85	03
ROY100728101	14540	ACCP	F	09/30/2025	082025	188	07811-23	0300150910	NM 138717		03	Processed (Residue) Gas	ARMS	08/31/2025	01	558.95	562.30	\$380.79	\$47.60	(\$10.70)	\$0.00	\$36.90	03
ROY100728101	14540	ACCP	F	09/30/2025	082025	190	07811-45	0300150910	NM 138717		03	Processed (Residue) Gas	ARMS	08/31/2025	01	2,560.13	2,575.49	\$1,744.13	\$218.02	(\$49.01)	\$0.00	\$169.01	03
ROY100728101	14540	ACCP	F	09/30/2025	082025	192	07811-46	0300150910	NM 138717		03	Processed (Residue) Gas	ARMS	08/31/2025	01	1,389.26	1,397.60	\$946.45	\$118.31	(\$26.60)	\$0.00	\$91.71	03
ROY100728101	14540	ACCP	F	09/30/2025	082025	353	07811-03	0300150910	NM 135506		07	Gas Plant Products	ARMS	08/31/2025	01	12,900.86	0.00	\$7,540.76	\$942.60	(\$229.60)	(\$150.70)	\$562.30	03
ROY100728101	14540	ACCP	F	09/30/2025	082025	364	07811-23	0300150910	NM 138717		07	Gas Plant Products	ARMS	08/31/2025	01	3,625.24	0.00	\$2,099.88	\$262.49	(\$74.78)	(\$44.14)	\$143.57	03
ROY100728101	14540	ACCP	F	09/30/2025	082025	366	07811-45	0300150910	NM 138717		07	Gas Plant Products	ARMS	08/31/2025	01	16,604.57	0.00	\$9,618.02	\$1,202.25	(\$342.52)	(\$202.16)	\$657.57	03
ROY100728101	14540	ACCP	F	09/30/2025	082025	368	07811-46	0300150910	NM 138717		07	Gas Plant Products	ARMS	08/31/2025	01	9,010.50	0.00	\$5,219.24	\$652.41	(\$185.87)	(\$109.70)	\$356.84	03
ROY100728101	14540	ACCP	F	09/30/2025	082025	539	07811-23	0300150910	NM 138717		15	Pipeline Fuel/Loss	ARMS	08/31/2025	01	47.39	62.91	\$42.79	\$5.35	(\$1.97)	\$0.00	\$3.38	03
ROY100728101	14540	ACCP	F	09/30/2025	082025	541	07811-45	0300150910	NM 138717		15	Pipeline Fuel/Loss	ARMS	08/31/2025	01	217.04	288.12	\$195.98	\$24.50	(\$9.03)	\$0.00	\$15.47	03
ROY100728101	14540	ACCP	F	09/30/2025	082025	543	07811-46	0300150910	NM 138717		15	Pipeline Fuel/Loss	ARMS	08/31/2025	01	117.78	156.35	\$106.35	\$13.29	(\$4.90)	\$0.00	\$8.39	03
ROY100728101	14540	ACCP	F	09/30/2025	082025	528	07811-03	0300150910	NM 135506		15	Pipeline Fuel/Loss	ARMS	08/31/2025	01	380.77	404.34	\$271.83	\$33.98	(\$9.91)	\$0.00	\$24.07	03
ROY100728101	14540	ACCP	F	09/30/2025	082025	705	07811-45	0300150910	NM 138717	300254586500	66	Flared Oil Well Gas - Royalty Due	OINX	08/31/2025	01	0.26	0.35	\$0.22	\$0.03	\$0.00	\$0.00	\$0.03	03
ROY100728101	14540	ACCP	F	09/30/2025	082025	707	07811-46	0300150910	NM 138717	300254586600	66	Flared Oil Well Gas - Royalty Due	OINX	08/31/2025	01	0.26	0.35	\$0.22	\$0.03	\$0.00	\$0.00	\$0.03	03
ROY100728101	14540	ACCP	F	09/30/2025	082025	15	07811-23	0300260800	NM 138717		01	Oil	ARMS	08/31/2025	01	529.12	0.00	\$33,748.56	\$4,218.57	\$0.00	\$0.00	\$4,218.57	03
ROY100728101	14540	ACCP	F	09/30/2025	082025	17	07811-45	0300260800	NM 138717		01	Oil	ARMS	08/31/2025	01	1,705.04	0.00	\$108,751.60	\$13,593.95	\$0.00	\$0.00	\$13,593.95	03
ROY100728101	14540	ACCP	F	09/30/2025	082025	19	07811-46	0300260800	NM 138717		01	Oil	ARMS	08/31/2025	01	1,683.97	0.00	\$107,407.25	\$13,425.91	\$0.00	\$0.00	\$13,425.91	03
ROY100728101	14540	ACCP	F	09/30/2025	082025	13	07811-22	0300260800	NM 138717		01	Oil	ARMS	08/31/2025	01	472.91	0.00	\$30,163.66	\$3,770.46	\$0.00	\$0.00	\$3,770.46	03
ROY100728101	14540	ACCP	F	09/30/2025	082025	189	07811-23	0300260800	NM 138717		03	Processed (Residue) Gas	ARMS	08/31/2025	01	1,676.84	1,686.90	\$1,142.38	\$142.80	(\$32.10)	\$0.00	\$110.70	03
ROY100728101	14540	ACCP	F	09/30/2025	082025	191	07811-45	0300260800	NM 138717		03	Processed (Residue) Gas	ARMS	08/31/2025	01	7,680.38	7,726.46	\$5,232.38	\$654.05	(\$147.04)	\$0.00	\$507.01	03
ROY100728101	14540	ACCP	F	09/30/2025	082025	193	07811-46	0300260800	NM 138717		03	Processed (Residue) Gas	ARMS	08/31/2025	01	4,167.77	4,192.78	\$2,839.36	\$354.92	(\$79.79)	\$0.00	\$275.13	03
ROY100728101	14540	ACCP	F	09/30/2025	082025	365	07811-23	0300260800	NM 138717		07	Gas Plant Products	ARMS	08/31/2025	01	10,875.71	0.00	\$6,299.65	\$787.46	(\$224.35)	(\$132.41)	\$430.70	03

ROY1007281 01	14540	ACCP	F	09/30/2025	082025	367	07811-45	0300260800	NM 138717		07	Gas Plant Products	ARMS	08/31/2025	01	49,813.70	0.00	\$28,854.07	\$3,606.76	(\$1,027.56)	(\$606.49)	\$1,972.71	03
ROY1007281 01	14540	ACCP	F	09/30/2025	082025	369	07811-46	0300260800	NM 138717		07	Gas Plant Products	ARMS	08/31/2025	01	27,031.51	0.00	\$15,657.72	\$1,957.22	(\$557.61)	(\$329.11)	\$1,070.50	03
ROY1007281 01	14540	ACCP	F	09/30/2025	082025	540	07811-23	0300260800	NM 138717		15	Pipeline Fuel/Loss	ARMS	08/31/2025	01	142.16	188.72	\$128.36	\$16.05	(\$5.92)	\$0.00	\$10.13	03
ROY1007281 01	14540	ACCP	F	09/30/2025	082025	542	07811-45	0300260800	NM 138717		15	Pipeline Fuel/Loss	ARMS	08/31/2025	01	651.13	864.38	\$587.94	\$73.49	(\$27.10)	\$0.00	\$46.39	03
ROY1007281 01	14540	ACCP	F	09/30/2025	082025	544	07811-46	0300260800	NM 138717		15	Pipeline Fuel/Loss	ARMS	08/31/2025	01	353.33	469.05	\$319.05	\$39.88	(\$14.71)	\$0.00	\$25.17	03
ROY1007281 01	14540	ACCP	F	09/30/2025	082025	706	07811-45	0300260800	NM 138717	3002545865 00	66	Flared Oil Well Gas - Royalty Due	OINX	08/31/2025	01	0.77	1.02	\$0.65	\$0.08	\$0.00	\$0.00	\$0.08	03
ROY1007281 01	14540	ACCP	F	09/30/2025	082025	708	07811-46	0300260800	NM 138717	3002545866 00	66	Flared Oil Well Gas - Royalty Due	OINX	08/31/2025	01	0.77	1.02	\$0.65	\$0.08	\$0.00	\$0.00	\$0.08	03

END OF EXHIBIT "H"



Athens, TX (903) 677-0700 | Beeville, TX (361) 354-5200 | Midland, TX (432) 704-5351 | Pauls Valley, OK (405) 926-8779

**C6+ Gas Analysis Report | Sample Date: 9/9/2025**

Lab Report Number: WT50740924251005midland

Customer: BTA Oil Producers - NM Red Hills      Date On: 9/9/2025  
 Station Number: 39022154      Date Off: 9/9/2025  
 Station Name: ROJO FED 2H LG      Analyzed: 9/24/2025  
 Producer: BTA Oil Producers      Effective: 9/1/2025

Component	Mole%	GPM	Mass%
H2S			
Oxygen	0.010		0.014
Nitrogen	3.729		4.463
Carbon Dioxide	10.875		20.446
Methane	70.069		48.023
Ethane	8.143	2.173	10.461
Propane	4.206	1.156	7.923
I-Butane	0.488	0.159	1.212
N-Butane	1.186	0.373	2.944
I-Pentane	0.347	0.127	1.069
N-Pentane	0.360	0.130	1.109
Hexane Plus	0.587	0.256	2.336
<b>Total</b>	<b>100.000</b>	<b>4.374</b>	<b>100.000</b>

ALL VALUES ARE CALCULATED AT 14.65 PSIA 60 F

Real Dry Relative Density: 0.8107      H2O (lbs/MMcf):  
 Dry (BTU/cf): 1071.0      H2S (ppm):  
 Saturated (BTU/cf): 1052.7      CO2 (%):  
 As-Delivered (BTU/cf): 1067.4      Sample (psig): 489.0  
 Molar Mass: 23.407      Sample (F): 116.0  
 Flow Rate (Mcf/d): 484.0

Sample Type: spot      Cylinder No: WT5074      Sampled By: Josh Davis  
 Location: ROJO      County/State: Lea, NM  
 Notes:



Athens, TX (903) 677-0700 | Beeville, TX (361) 354-5200 | Midland, TX (432) 704-5351 | Pauls Valley, OK (405) 926-8779

**C6+ Gas Analysis Report | Sample Date: 9/11/2025**

Lab Report Number: WT50530924251436midland

Customer: BTA Oil Producers - NM Red Hills      Date On: 9/11/2025  
 Station Number: 80939929      Date Off: 9/11/2025  
 Station Name: ROJO 10H GL      Analyzed: 9/24/2025  
 Producer: BTA Oil Producers      Effective: 9/1/2025

Component	Mole%	GPM	Mass%
H2S			
Oxygen	0.005		0.007
Nitrogen	1.236		1.553
Carbon Dioxide	0.225		0.445
Methane	74.882		53.875
Ethane	12.235	3.267	16.499
Propane	6.426	1.767	12.707
I-Butane	0.859	0.281	2.240
N-Butane	2.264	0.712	5.901
I-Pentane	0.502	0.183	1.624
N-Pentane	0.591	0.214	1.911
Hexane Plus	0.775	0.338	3.238
<b>Total</b>	<b>100.000</b>	<b>6.762</b>	<b>100.000</b>

ALL VALUES ARE CALCULATED AT 14.65 PSIA 60 F

Real Dry Relative Density: 0.7727      H2O (lbs/MMcf):  
 Dry (BTU/cf): 1321.1      H2S (ppm):  
 Saturated (BTU/cf): 1298.5      CO2 (%):  
 As-Delivered (BTU/cf): 1315.2      Sample (psig): 888  
 Molar Mass: 22.298      Sample (F): 146  
 Flow Rate (Mcf/d): 524

Sample Type: spot      Cylinder No: WT5053      Sampled By: Josh Davis  
 Location: ROJO      County/State: Lea, NM  
 Notes:



Athens, TX (903) 677-0700 | Beeville, TX (361) 354-5200 | Midland, TX (432) 704-5351 | Pauls Valley, OK (405) 926-8779

**C6+ Gas Analysis Report | Sample Date: 9/11/2025**

Lab Report Number: HM19580924251301midland

Customer: BTA Oil Producers - NM Red Hills      Date On: 9/11/2025  
 Station Number: 80939930      Date Off: 9/11/2025  
 Station Name: ROJO 11H GL      Analyzed: 9/24/2025  
 Producer: BTA Oil Producers      Effective: 9/1/2025

Component	Mole%	GPM	Mass%
H2S			
Oxygen	0.005		0.007
Nitrogen	1.237		1.571
Carbon Dioxide	0.245		0.488
Methane	75.456		54.845
Ethane	12.054	3.218	16.422
Propane	6.298	1.732	12.583
I-Butane	0.888	0.290	2.337
N-Butane	2.147	0.676	5.654
I-Pentane	0.471	0.172	1.539
N-Pentane	0.531	0.192	1.735
Hexane Plus	0.668	0.291	2.819
<b>Total</b>	<b>100.000</b>	<b>6.571</b>	<b>100.000</b>

ALL VALUES ARE CALCULATED AT 14.65 PSIA 60 F

Real Dry Relative Density: 0.7648      H2O (lbs/MMcf):  
 Dry (BTU/cf): 1308.3      H2S (ppm):  
 Saturated (BTU/cf): 1286.0      CO2 (%):  
 As-Delivered (BTU/cf): 1305.8      Sample (psig): 819.0  
 Molar Mass: 22.072      Sample (F): 110.0  
 Flow Rate (Mcf/d): 515.0

Sample Type: spot      Cylinder No: HM1958      Sampled By: Josh Davis  
 Location: ROJO      County/State: Lea, NM  
 Notes:



Athens, TX (903) 677-0700 | Beeville, TX (361) 354-5200 | Midland, TX (432) 704-5351 | Pauls Valley, OK (405) 926-8779

**C6+ Gas Analysis Report | Sample Date: 9/11/2025**

Lab Report Number: HM121180924251436midland

Customer: BTA Oil Producers - NM Red Hills      Date On: 9/11/2025  
 Station Number: 80939931      Date Off: 9/11/2025  
 Station Name: ROJO 12H GL      Analyzed: 9/24/2025  
 Producer: BTA Oil Producers      Effective: 9/1/2025

Component	Mole%	GPM	Mass%
H2S			
Oxygen	0.005		0.007
Nitrogen	1.344		1.659
Carbon Dioxide	0.788		1.527
Methane	74.081		52.367
Ethane	12.037	3.214	15.948
Propane	6.394	1.759	12.422
I-Butane	0.853	0.279	2.185
N-Butane	2.278	0.717	5.834
I-Pentane	0.522	0.191	1.659
N-Pentane	0.628	0.227	1.997
Hexane Plus	1.070	0.466	4.395
<b>Total</b>	<b>100.000</b>	<b>6.853</b>	<b>100.000</b>

ALL VALUES ARE CALCULATED AT 14.65 PSIA 60 F

Real Dry Relative Density: 0.7866      H2O (lbs/MMcf):  
 Dry (BTU/cf): 1326.6      H2S (ppm):  
 Saturated (BTU/cf): 1303.9      CO2 (%):  
 As-Delivered (BTU/cf): 1322.0      Sample (psig): 694.0  
 Molar Mass: 22.695      Sample (F): 128.0  
 Flow Rate (Mcf/d): 589.0

Sample Type: spot      Cylinder No: HM12118      Sampled By: Josh Davis  
 Location: ROJO      County/State: Lea, NM  
 Notes:



Athens, TX (903) 677-0700 | Beeville, TX (361) 354-5200 | Midland, TX (432) 704-5351 | Pauls Valley, OK (405) 926-8779

**C6+ Gas Analysis Report | Sample Date: 9/4/2025**

Lab Report Number: MH-OK-6620911251256midland

Customer: BTA Oil Producers - NM Red Hills      Date On: 9/4/2025  
 Station Number: 80938245      Date Off: 9/4/2025  
 Station Name: ROJO 13H CM      Analyzed: 9/11/2025  
 Producer:      Effective: 9/1/2025

Component	Mole%	GPM	Mass%
H2S			
Oxygen	0.006		0.009
Nitrogen	1.220		1.524
Carbon Dioxide	0.298		0.585
Methane	74.361		53.204
Ethane	12.656	3.379	16.973
Propane	6.434	1.770	12.654
I-Butane	0.840	0.275	2.179
N-Butane	2.187	0.689	5.670
I-Pentane	0.528	0.193	1.698
N-Pentane	0.647	0.234	2.082
Hexane Plus	0.823	0.359	3.422
<b>Total</b>	<b>100.000</b>	<b>6.899</b>	<b>100.000</b>

ALL VALUES ARE CALCULATED AT 14.65 PSIA 60 F

Real Dry Relative Density: 0.7770      H2O (lbs/MMcf):  
 Dry (BTU/cf): 1326.2      H2S (ppm):  
 Saturated (BTU/cf): 1303.6      CO2 (%):  
 As-Delivered (BTU/cf): 1310.5      Sample (psig): 94.42  
 Molar Mass: 22.421      Sample (F): 110.08  
 Flow Rate (Mcf/d): 228.76

Sample Type: spot      Cylinder No: MH-OK-662      Sampled By: Caleb Stout  
 Location: ROJO      County/State: Lea, NM  
 Notes:



Athens, TX (903) 677-0700 | Beeville, TX (361) 354-5200 | Midland, TX (432) 704-5351 | Pauls Valley, OK (405) 926-8779

**C6+ Gas Analysis Report | Sample Date: 9/10/2025**

Lab Report Number: HM51660924251313midland

Customer: BTA Oil Producers - NM Red Hills      Date On: 9/10/2025  
 Station Number: 8101064      Date Off: 9/10/2025  
 Station Name: ROJO 34-37H VRU      Analyzed: 9/24/2025  
 Producer: BTA Oil Producers      Effective: 9/1/2025

Component	Mole%	GPM	Mass%
H2S			
Oxygen	0.004		0.004
Nitrogen	0.569		0.464
Carbon Dioxide	0.969		1.242
Methane	43.822		20.478
Ethane	17.214	4.627	15.077
Propane	16.726	4.631	21.481
I-Butane	2.955	0.972	5.003
N-Butane	8.661	2.745	14.663
I-Pentane	2.238	0.823	4.703
N-Pentane	2.750	1.002	5.779
Hexane Plus	4.092	1.795	11.106
<b>Total</b>	<b>100.000</b>	<b>16.595</b>	<b>100.000</b>

ALL VALUES ARE CALCULATED AT 14.65 PSIA 60 F

Real Dry Relative Density: 1.1977      H2O (lbs/MMcf):  
 Dry (BTU/cf): 1971.5      H2S (ppm):  
 Saturated (BTU/cf): 1938.0      CO2 (%):  
 As-Delivered (BTU/cf): 1911.9      Sample (psig): 81.0  
 Molar Mass: 34.332      Sample (F): 140.0  
 Flow Rate (Mcf/d): 64.0

Sample Type: spot      Cylinder No: HM5166      Sampled By: Josh Davis  
 Location: ROJO      County/State: Lea, NEW MEXICO  
 Notes:



Athens, TX (903) 677-0700 | Beeville, TX (361) 354-5200 | Midland, TX (432) 704-5351 | Pauls Valley, OK (405) 926-8779

**C6+ Gas Analysis Report | Sample Date: 9/11/2025**

Lab Report Number: HM91970924251301midland

Customer: BTA Oil Producers - NM Red Hills      Date On: 9/11/2025  
 Station Number: 80939921      Date Off: 9/11/2025  
 Station Name: ROJO 35H GL      Analyzed: 9/24/2025  
 Producer: BTA Oil Producers      Effective: 9/1/2025

Component	Mole%	GPM	Mass%
H2S			
Oxygen	0.005		0.007
Nitrogen	1.206		1.514
Carbon Dioxide	0.229		0.451
Methane	74.740		53.749
Ethane	12.297	3.283	16.575
Propane	6.537	1.798	12.921
I-Butane	0.883	0.288	2.299
N-Butane	2.297	0.723	5.984
I-Pentane	0.506	0.185	1.637
N-Pentane	0.603	0.218	1.950
Hexane Plus	0.697	0.304	2.913
<b>Total</b>	<b>100.000</b>	<b>6.799</b>	<b>100.000</b>

ALL VALUES ARE CALCULATED AT 14.65 PSIA 60 F

Real Dry Relative Density: 0.7731      H2O (lbs/MMcf):  
 Dry (BTU/cf): 1322.1      H2S (ppm):  
 Saturated (BTU/cf): 1299.5      CO2 (%):  
 As-Delivered (BTU/cf): 1319.7      Sample (psig): 782.0  
 Molar Mass: 22.308      Sample (F): 107.0  
 Flow Rate (Mcf/d): 619.0

Sample Type: spot      Cylinder No: HM9197      Sampled By: Josh Davis  
 Location: ROJO      County/State: Lea, NM  
 Notes:



Athens, TX (903) 677-0700 | Beeville, TX (361) 354-5200 | Midland, TX (432) 704-5351 | Pauls Valley, OK (405) 926-8779

**C6+ Gas Analysis Report | Sample Date: 9/11/2025**

Lab Report Number: HM-93310924251534midland

Customer: BTA Oil Producers - NM Red Hills      Date On: 9/11/2025  
 Station Number: 80939920      Date Off: 9/11/2025  
 Station Name: ROJO 36H GL      Analyzed: 9/24/2025  
 Producer: BTA Oil Producers      Effective: 9/1/2025

Component	Mole%	GPM	Mass%
H2S			
Oxygen	0.005		0.007
Nitrogen	1.222		1.561
Carbon Dioxide	0.299		0.600
Methane	75.506		55.251
Ethane	12.314	3.287	16.889
Propane	6.328	1.740	12.727
I-Butane	0.800	0.261	2.121
N-Butane	2.052	0.646	5.440
I-Pentane	0.416	0.152	1.369
N-Pentane	0.484	0.175	1.594
Hexane Plus	0.574	0.250	2.441
<b>Total</b>	<b>100.000</b>	<b>6.511</b>	<b>100.000</b>

ALL VALUES ARE CALCULATED AT 14.65 PSIA 60 F

Real Dry Relative Density: 0.7596      H2O (lbs/MMcf):  
 Dry (BTU/cf): 1299.3      H2S (ppm):  
 Saturated (BTU/cf): 1277.1      CO2 (%):  
 As-Delivered (BTU/cf): 1298.0      Sample (psig): 869.0  
 Molar Mass: 21.924      Sample (F): 89.0  
 Flow Rate (Mcf/d): 587.0

Sample Type: spot      Cylinder No: HM-9331      Sampled By: Josh Davis  
 Location: ROJO      County/State: Lea, NM  
 Notes:



Athens, TX (903) 677-0700 | Beeville, TX (361) 354-5200 | Midland, TX (432) 704-5351 | Pauls Valley, OK (405) 926-8779

**C6+ Gas Analysis Report | Sample Date: 9/11/2025**

Lab Report Number: PV25950924251325midland

Customer: BTA Oil Producers - NM Red Hills      Date On: 9/11/2025  
 Station Number: 80939919      Date Off: 9/11/2025  
 Station Name: ROJO 37 H GL      Analyzed: 9/24/2025  
 Producer: BTA Oil Producers      Effective: 9/1/2025

Component	Mole%	GPM	Mass%
H2S			
Oxygen	0.070		0.100
Nitrogen	1.003		1.250
Carbon Dioxide	0.242		0.474
Methane	74.621		53.272
Ethane	12.346	3.297	16.519
Propane	6.541	1.799	12.835
I-Butane	0.858	0.280	2.219
N-Butane	2.257	0.710	5.836
I-Pentane	0.511	0.186	1.639
N-Pentane	0.615	0.223	1.974
Hexane Plus	0.936	0.408	3.882
<b>Total</b>	<b>100.000</b>	<b>6.903</b>	<b>100.000</b>

ALL VALUES ARE CALCULATED AT 14.65 PSIA 60 F

Real Dry Relative Density: 0.7788      H2O (lbs/MMcf):  
 Dry (BTU/cf): 1332.8      H2S (ppm):  
 Saturated (BTU/cf): 1310.0      CO2 (%):  
 As-Delivered (BTU/cf): 1331.5      Sample (psig): 938.0  
 Molar Mass: 22.473      Sample (F): 90.0  
 Flow Rate (Mcf/d): 535.0

Sample Type: spot      Cylinder No: PV2595      Sampled By: Josh Davis  
 Location: ROJO      County/State: Lea, NM  
 Notes:



---

**Well Name: Batch Sundry, Sundry Id: 2880882, Notification of Batch Sundry Received**

---

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

**Date** Thu 10/30/2025 1:00 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 Intent Receipt

- Operator Name: **BTA OIL PRODUCERS LLC**
- Well Name: **Batch Sundry**
- Well Number: **Batch Sundry**
- US Well Number: **Batch Sundry**
- Sundry ID: **2880882**

The BLM received your Notice Of Intent, Commingling (Surface) and Off-Lease Measurement sundry on 10/30/2025. 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.



**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

October 30, 2025

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

In re: **Application of BTA Oil Producers, LLC for administrative approval to surface commingle (lease and pool) oil and gas production at the Rojo East CTB located in the Section 27, Township 22 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.

If you have any questions or concerns for BTA, please call or write me at 432-682-3753 or [msena@btaoil.com](mailto: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](mailto:msena@btaoil.com)  
O: 432-682-3753

NAME	ADDRESS	CITY	STATE	ZIP CODE	TRACKING NUMBER
COMMISSIONER OF PUBLIC LANDS ATTN: COMMINGLING MANAGER	PO BOX 1148	SANTA FE	NM	87504-1148	9214 8969 0099 9790 1851 1676 35
COG OPERATING LLC	22295 NETWORK PLACE	CHICAGO	IL	60673-1222	9214 8969 0099 9790 1851 1676 42
CRAMER OIL COMPANY	PO BOX 1509	CONIFER	CO	80433	9214 8969 0099 9790 1851 1676 59
DIXIE D LYCAN	9301 E GRAND AVE	ENGLEWOOD	CO	80111	9214 8969 0099 9790 1851 1676 66
OFFICE OF NATURAL RESOURCES ROYALTY MANAGEMENT PROGRAM	PO BOX 25627	DENVER	CO	80225-0627	9214 8969 0099 9790 1851 1676 73
BOCA VAIL, INC	PO BOX 3157	SAN ANGELO	TX	76902	9214 8969 0099 9790 1851 1676 80



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### Latest Update

Your item has been delivered and is available at a PO Box at 6:02 pm on November 6, 2025 in CHICAGO, IL 60680.

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CHICAGO, IL 60680

November 6, 2025 6:02 PM

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Your item was picked up at the post office at 8:51 am on November 28, 2025 in CONIFER, CO 80433.

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Delivered, Individual Picked Up at Post Office

CONIFER, CO 80433

November 28, 2025 8:51 AM

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Your item was delivered to an individual at the address at 1:28 pm on November 4, 2025 in ENGLEWOOD, CO 80111.

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ENGLEWOOD, CO 80111  
November 4, 2025 1:28 PM

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Your item was picked up at the post office at 8:30 am on November 6, 2025 in DENVER, CO 80225.

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**Delivered, Individual Picked Up at Post Office**

DENVER, CO 80225

November 6, 2025 8:30 AM

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**92148969009997901851392020**

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**Latest Update**

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**USPS Tracking Plus®**

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**Delivered, Individual Picked Up at Post Office**

SAN ANGELO, TX 76902

November 4, 2025 10:27 AM

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## Need More Help?

Contact USPS Tracking support for further assistance.

[FAQs](#)

**From:** [Michelle Sena](#)  
**To:** [Clelland, Sarah, EMNRD](#)  
**Subject:** Re: [EXTERNAL] Re: Action ID 521717 PLC-1131  
**Date:** Tuesday, June 2, 2026 9:11:00 AM  
**Attachments:** [image001.png](#)  
[image.png](#)  
[image.png](#)  
[Rojo #2H 10H-13H 34H-37H Spacing Units REVISED.pdf](#)

---

Sarah,

Attached is the revised lease map.

*Michelle Sena*  
Production Analyst



**BTA Oil Producers, LLC**  
104 South Pecos  
Midland, TX 79701  
Telephone: 432-682-3753 Ext 124

---

**From:** Michelle Sena <MSena@btaoil.com>  
**Sent:** Tuesday, June 2, 2026 9:56 AM  
**To:** Clelland, Sarah, EMNRD <Sarah.Clelland@emnrd.nm.gov>  
**Subject:** Re: [EXTERNAL] Re: Action ID 521717 PLC-1131

I think I can see the issue. The sections are incorrect for one.  
I will get a revised map to you.

Thank you for bringing that to my attention.

*Michelle Sena*  
Production Analyst



**BTA Oil Producers, LLC**  
104 South Pecos  
Midland, TX 79701  
Telephone: 432-682-3753 Ext 124

---

**From:** Clelland, Sarah, EMNRD <Sarah.Clelland@emnrd.nm.gov>

**Sent:** Tuesday, June 2, 2026 9:05 AM

**To:** Michelle Sena <MSena@btaoil.com>

**Subject:** RE: [EXTERNAL] Re: Action ID 521717 PLC-1131

**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.

Look at the legal descriptions closely. The blue outline and the orange outline have the wrong legals.

Thanks,

*Sarah Clelland*

**Petroleum Specialist**

State of New Mexico

Energy, Minerals, and Natural Resources Department

Oil Conservation Division

Cell: (505) 537-0627

Sarah.Clelland@emnrd.nm.gov

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**From:** Michelle Sena <MSena@btaoil.com>

**Sent:** Tuesday, June 2, 2026 7:43 AM

**To:** Clelland, Sarah, EMNRD <Sarah.Clelland@emnrd.nm.gov>

**Subject:** [EXTERNAL] Re: Action ID 521717 PLC-1131

**CAUTION:** This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Hi Sarah.

I must have attached the wrong tracking info originally. Attached is the correct tracking info.

With the lease map, I am not sure what is appearing to be inaccurate.

The only thing that sticks out to me is that I have 2 different C-102s for the Rojo #2. One is an amended C-102 (filed in October 2024 - attached) that had revised acreage of 320 acres that hasn't been approved yet (ID#: 520348 - attached)

Do I need to revise the map to match the previous acreage of 120?

**Michelle Sena**  
Production Analyst



**BTA Oil Producers, LLC**  
104 South Pecos  
Midland, TX 79701  
Telephone: 432-682-3753 Ext 124

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**From:** Clelland, Sarah, EMNRD <Sarah.Clelland@emnrd.nm.gov>  
**Sent:** Monday, June 1, 2026 5:23 PM  
**To:** Michelle Sena <MSena@btaoil.com>  
**Subject:** Action ID 521717 PLC-1131

**Caution:** This email originated from outside of BTA. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern (c/o Michelle Sena for BTA Oil Producers, LLC),

The Division is reviewing the following application:

<b>Action ID</b>	<b>521717</b>
<b>Admin No.</b>	PLC-1131
<b>Applicant</b>	BTA Oil Producers, LLC
<b>Title</b>	Rojo East CTB
<b>Sub. Date</b>	10-30-2025

Please provide the following additional supplemental documents:

- All tracking information show that USPS is awaiting receiving shipment. Please provide proof of mailing notification.
- Please update the lease map to accurately show lease boundaries and descriptions.

Please provide additional information regarding the following:

- 

Additional notes:

- 

All additional supplemental documents and information may be provided via email and should be done by replying to this email. The produced email chain will be uploaded to the file for this application.

Please note that failure to take steps to address each of the requests made in this email within

10 business days of receipt of this email may result in the Division rejecting the application requiring the submittal of a new application by the applicant once it is prepared to address each of the topics raised.

**COMMENT**

Approval from Division is required prior to conducting work which modifies the well design.

Please contact the Environmental Bureau at [OCD.Enviro@emnrd.nm.gov](mailto:OCD.Enviro@emnrd.nm.gov) for instructions regarding the submittal process for applications of this type.

Thanks,

*Sarah Clelland*

**Petroleum Specialist**

State of New Mexico

Energy, Minerals, and Natural Resources Department

Oil Conservation Division

Cell: (505) 537-0627

[Sarah.Clelland@emnrd.nm.gov](mailto:Sarah.Clelland@emnrd.nm.gov)

**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-1131**

**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 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.
6. 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.
7. 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**

8. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.
9. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10(A)(2) NMAC, 19.15.12.10(C)(4)(c) NMAC, and 19.15.12.10(C)(4)(e) NMAC, as applicable.

10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9(A)(5) NMAC and 19.15.23.9(A)(6) NMAC, as applicable.
11. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10(B)(1) NMAC or 19.15.12.10(C)(1) NMAC, as applicable.
12. Commingling of 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.
13. 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*

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**ALBERT C. S. CHANG  
DIRECTOR**

**DATE:** 06/05/2026

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

**Order: PLC-1131**  
**Operator: BTA Oil Producers, LLC (260297)**  
**Central Tank Battery: Rojo East Central Tank Battery**  
**Central Tank Battery Location: UL A, Section 27, Township 25 South, Range 33 East**  
**Gas Title Transfer Meter Location: UL A, Section 27, Township 25 South, Range 33 East**

### Pools

Pool Name	Pool Code
RED HILLS;UPPER BONE SPRING SHALE	97900
BOBCAT DRAW;UPPER WOLFCAMP	98094

### Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
FEE Lease "A"	SE4	22-25S-33E
	E2E2	27-25S-33E
CA Bone Spring NMNM 105378798 (135506)	E2	22-25S-33E
CA Wolfcamp NMNM 105736936 (138717)	W2E2	27-25S-33E

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-42414	ROJO 7811 JV-P FEDERAL COM #002H	E2E2	22-25S-33E	97900
30-025-44458	ROJO 7811 27 FEE COM #010H	E2E2	27-25S-33E	98094
30-025-44459	ROJO 7811 27 FEE COM #011H	E2E2	27-25S-33E	98094
30-025-44350	ROJO 7811 27 FEDERAL COM #012H	W2E2	27-25S-33E	98094
30-025-44296	ROJO 7811 27 FEDERAL COM #013H	W2E2	27-25S-33E	98094
30-025-45359	ROJO 7811 27 #034H	E2E2	27-25S-33E	98094
30-025-45360	ROJO 7811 27 #035H	E2E2	27-25S-33E	98094
30-025-45865	ROJO 7811 27 FEDERAL COM #036H	W2E2	27-25S-33E	98094
30-025-45866	ROJO 7811 27 FEDERAL COM #037H	W2E2	27-25S-33E	98094

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 521717

**CONDITIONS**

Operator: BTA OIL PRODUCERS, LLC 104 S Pecos Midland, TX 79701	OGRID: 260297
	Action Number: 521717
	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 <a href="mailto:OCD.Engineer@emnrd.nm.gov">OCD.Engineer@emnrd.nm.gov</a> .	6/9/2026