

BTA OIL PRODUCERS, LLC

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

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

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

August 20, 2025

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

RE: Application to amend Administrative Order No. CTB-1145

To Whom This May Concern,

Under Administrative Order CTB-1145, attached as Exhibit 1, the Division approved BTA Oil Producers, LLC's (OGRID No. 260297) request for surface commingling at the Capitan Charlie CTB of production from the WC-025 G-09 S173615C; Upper Penn; [98333] pool from all existing and future wells drilled in the following "spacing units'.

- (a) The 319.42-acre spacing unit comprised of the E/2 W/2 of Section 34, Township 16 South, Range 36 East and the E/2 W/2 of Section 3, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C; Upper Penn; [98333]. The spacing unit is currently dedicated to the following horizontal well: the Capitan 22301 34-3 State Com 14H (API # 30-025-53067);
- (b) The 320-acre spacing unit comprised of the E/2 W/2 of Section 27 and the E/2 W/2 of Section 22, Township 16 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C; Upper Penn; [98333]. The spacing unit is currently dedicated to the following horizontal well: the Capitan 22301 27-22 State Com 20H (API # 30-025-53066);
- (c) Pursuant to 19.15.12.10.C(4)(g), future WC-025 G-09 S173615C; Upper Penn; [98333] spacing units within the E/2 W/2 of Section 34, Township 16 South, Range 36 East, the E/2 W/2 of Section 3, Township 17 South, Range 36 East and the E/2 W/2 of Sections 27 & 22, Township 16 South, Range 36 East, Lea County, New Mexico, connected to the Capitan Charlie CTB with notice provided only to the owners of interests to be added.

Pursuant to 19.15.12.7 NMAC, BTA Oil Producers, LLC seeks to amend the terms of Administrative Order CTB-1145 to allow for lease commingling between all production from all existing and future infill wells drilled in the following spacing units:

(d) The 319.42-acre spacing unit comprised of the W/2 E/2 of Section 33 Township 16 South, Range 36 East and the W/2 E/2 of Section 4, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C; Upper Penn; [98333]. The spacing unit is currently dedicated to the following horizontal well: the Capitan 22301 33 4 State Com 11H (API # 30-025-51703); Released to Imaging: 9/23/2025 9:19:26 AM

(e) The 319.37-acre spacing unit comprised of the E/2 E/2 Section 33 Township 16 South, Range 36 East and the E/2 E/2 of Section 4, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C; Upper Penn; [98333]. The spacing unit is currently dedicated to the following horizontal well: the Capitan 22301 33-4 State Com 12H (API # 30-025-51704);

Oil and gas production from these spacing units will be commingled and sold at the Capitan Charlie CTB located in the NW/4 of Section 24, T16S,R36E, Lea County, NM. Each well will have its own test separator, and production will be separately metered with a Coriolis flow meter for oil and orifice meter for gas manufactured to AGA specifications.

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

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

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

Respectfully,

Michelle Sena Production Analyst

Michella Sona

BTA Oil Producers, LLC

msena@btaoil.com O: 432-682-3753

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RECEIVED:	REVIEWER:	TYPE:	APP NO:	
	- Geologi	ABOVE THIS TABLE FOR OCCU CO OIL CONSERV Cal & Engineering ancis Drive, Sant	ATION DIVISION g Bureau –	SE OF NEW MORE
	ADMINIST	RATIVE APPLICAT	ON CHECKLIST	
THIS CHECK			ATIONS FOR EXCEPTIONS TO E DIVISION LEVEL IN SANTA FE	
Applicant:	OTD 11.45			Number:
Well Name: Pool:	0.2	mended	API:	1 -
² 001:			POOLC	ode:
SUBMIT ACCURATE	AND COMPLETE IN	FORMATION REQUINDICATED BELO		IE TYPE OF APPLICATION
1) TYPE OF APPLICAT A. Location – Sp □NSL	acing Uni <u>t</u> - Simul	which apply for [A taneous Dedication ROJECT AREA)	on	
[I] Commino DH [II] Injection	only for [1] or [11] gling – Storage – W C	LC ∐PC ∐(ure Increase – Enh	anced Oil Recovery	FOR OCD ONLY
B. Royalty, o C. Application D. Notification E. Surface of	erators or lease ho verriding royalty o on requires publish on and/or concurr on and/or concurr wner he above, proof c	lders wners, revenue ov ed notice ent approval by Sl ent approval by Bl	vners _O	Notice Complete Application Content Complete
	oroval is accurate o action will be ta	and complete to a ken on this applica	the best of my knov	•
Note: St	atement must be comple	eted by an individual with	n managerial and/or super	visory capacity.
	·	-	-	- · ·
			Date	
Print or Type Name				
Michelle Sex	ıa		Phone Number	
Signature			e-mail Address	

Santa Fe Main Office Phone: (505) 476-3441 Genera,l Information Phone: (505) 629-6116

Online Phone Directory Visit:

https://www.emnrd.nm.gov/ocd/contact-us/

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.

APPLICA	TION FOR SURFACE (COMMINGLING	(DIVERSE)	OWNERSHIP)		
OPERATOR NAME:	BTA OIL PRODUCERS, LLC	;				
OPERATOR ADDRESS: 1 APPLICATION TYPE:	07 S. PECOS, MIDLAND, T	X 79701				
	ommingling Pool and Lease Cor	nmingling MOff-Lease	Storage and Measur	ement (Only if not Surface	e Commingled)	
_			Storage and Weasur	oment (omy if not buriace	, commingica)	
LEASE TYPE: Fee Is this an Amendment to existing	State Feder		he annronriate ()	rder No. CTB-1145		
Have the Bureau of Land Mana		office (SLO) been not			ingling	
		L COMMINGLINGS with the following in				
(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes	
		-				
		-				
		-				
		-				
(4) Measurement type: Me	notified by certified mail of the pro		Yes □No.	ng should be approved		
		SE COMMINGLIN s with the following ir				
(1) Pool Name and Code. (2) Is all production from same source of supply?						
		LEASE COMMIN s with the following in				
(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 s (2) Include proof of notice to all	ource of supply? Yes No		mior mation			
1					-	
	(E) ADDITIONAL INFO Please attach sheets	RMATION (for all s with the following in		pes)		
 A schematic diagram of facility, including legal location. A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved. Lease Names, Lease and Well Numbers, and API Numbers. 						
I hereby certify that the information	above is true and complete to the	best of my knowledge an	d belief.			
SIGNATURE: Michall	o Sona TI	TLE: Production Anal	yst	DATE: 08/20)/2025	

TELEPHONE NO.: 432-682-3753

TYPE OR PRINT NAME Michelle Sena

E-MAIL ADDRESS: msena@btaoil.com

NEW MEXICO STATE LAND OFFICE

APPLICATION FOR <u>COMMINGLING AND OFF-LEASE STORAGE</u>

ON STATE TRUST LANDS



LAND OFFICE

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

Applicant:	BTA Oil Producers, LLC	OGRID #:	260297
Well Name:	RDER NO CTB-1145 - AMENDED	API #:3 <u>0-025</u>	5 <u>-51703,30-025-5170</u> 4
Pool: [98333] WC	025 G09 S173615C; UPPER PENN		
OPERATOR NAME:	BTA Oil Producers, LLC		
OPERATOR ADDRESS	104 S. Pecos, Midland, TX 79701		

APPLICATION REQUIREMENTS - SUBMIT:

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

CERTIFICATION: To the best of my knowledge,

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

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

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

Michelle Sena	
Print or Type Name	-
Michelle Sena	432-682-3753
Signature	Phone Number
08/20/2025	msena@btaoil.com
Date	e-mail Address

Submit application to:

Commissioner of Public Lands Attn: Commingling Manager PO Box 1148 Santa Fe, NM 87504-1148 Questions?
Contact the Commingling Manager: 505.827.6628

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

STATE OF NEW MEXICO ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT OIL CONSERVATION DIVISION

APPLICATION FOR SURFACE COMMINGLING SUBMITTED BY BTA OIL PRODUCERS, LLC

ORDER NO. CTB-1145

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, leases, and wells as described in Exhibit A ("Application").
- 2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
- 3. 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.
- 4. Applicant provided notice of the Application to the Bureau of Land Management ("BLM") or New Mexico State Land Office ("NMSLO"), as applicable.
- 5. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10 C.(4)(g) NMAC.
- 6. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, 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.

CONCLUSIONS OF LAW

- 7. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.
- 8. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10 A.(2) NMAC, 19.15.12.10 C.(4)(c) NMAC, and 19.15.12.10 C.(4)(e) NMAC, as applicable.
- 9. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9 A.(5) NMAC and 19.15.23.9 A.(6) NMAC, as applicable.

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- 10. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10 B.(1) NMAC or 19.15.12.10 C.(1) NMAC, as applicable.
- 11. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10 B.(3) NMAC and 19.15.12.10 C.(4)(h) NMAC.
- 12. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10 C.(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
- 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, leases, and wells as described in Exhibit A.

Applicant is authorized to store and measure oil and gas production off-lease from the pools, leases, and wells 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 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. 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.
- 5. 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

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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.

- 6. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10 C.(2) NMAC.
- 7. 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.
- 8. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10 C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
- 9. 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.
- 10. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
- 11. 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).
- 12. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

STATE OF NEW MEXICO
OIL CONSERVATION DIVISION

Albert Chang
ALBERT CHANG
DIRECTOR

DATE: 7/30/2025

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State of New Mexico Energy, Minerals and Natural Resources Department

Exhibit A

Order: CTB-1145

Operator: BTA Oil Producers, LLC

Central Tank Battery: Capitan Charlie Central Tank Battery

Central Tank Battery Location: UL C, D, Section 34, Township 16 South, Range 36 East Gas Title Transfer Meter Location: UL C, D, Section 34, Township 16 South, Range 36 East

Pools

Pool Name Pool Code WC-025 G-09 S173615C;UPPER PENN 98333

Leases as defined in 19.15.12.7(C) NMAC

Leases as actinea in 17.10.12	Leases as defined in 1911011217 (c) 1 (ivinte							
Lease	UL or Q/Q	S-T-R						
CA Upper Pennsylvanian SLO 205021 PUN 1406028	E2W2	27-16S-36E						
CA Opper Fennsylvanian SLO 205021 FON 1400026	E2W2	22-16S-36E						
CA Upper Pennsylvanian SLO 205020 PUN 1406013	E2W2	34-16S-36E						
CA Opper Tennsylvanian SLO 203020 FON 1400013	E2W2	03-17S-36E						

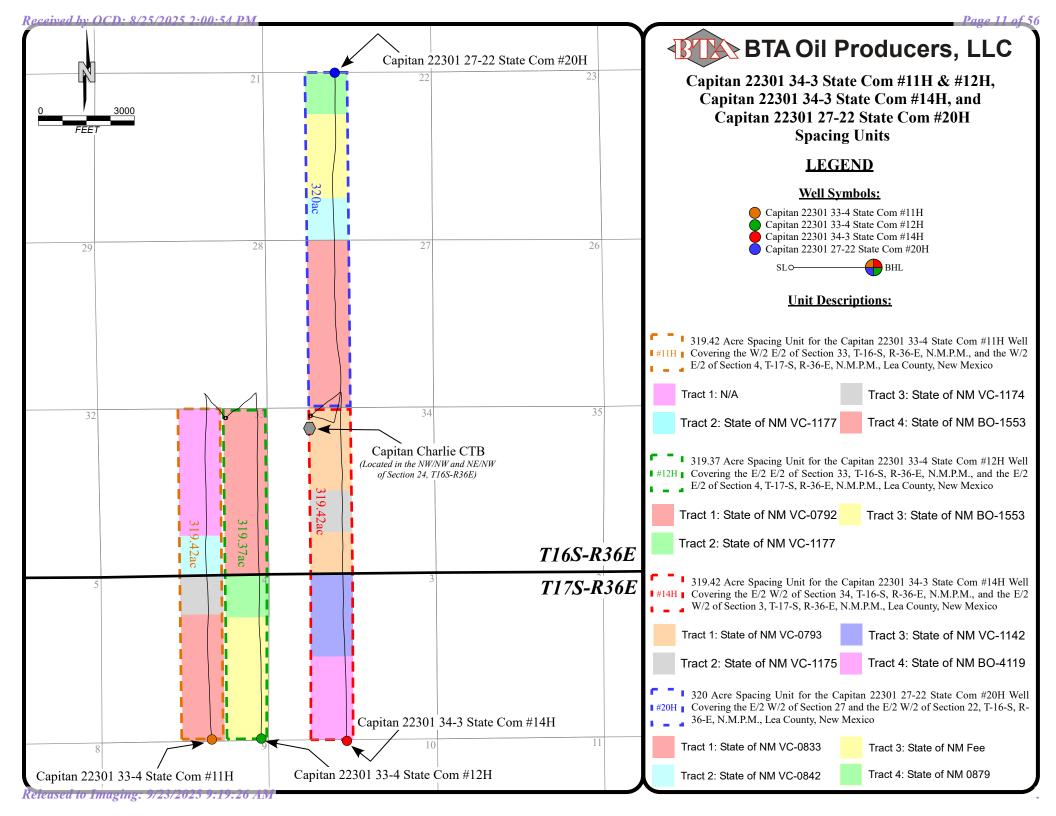
Wells

		VV CIIS			
	Well API	Well Name	UL or Q/Q	S-T-R	Pool
	30-025-53066	CAPITAN 22301 27 22 STATE COM	E2W2	22-16S-36E	98333
30-025-53000	# 020 H	E2W2	27-16S-36E	98333	
	20.025.5207	CAPITAN 22301 34 3 STATE COM	E2W2	34-16S-36E	98333
30-025-53067	#014H	E2W2	03-17S-36E	98333	

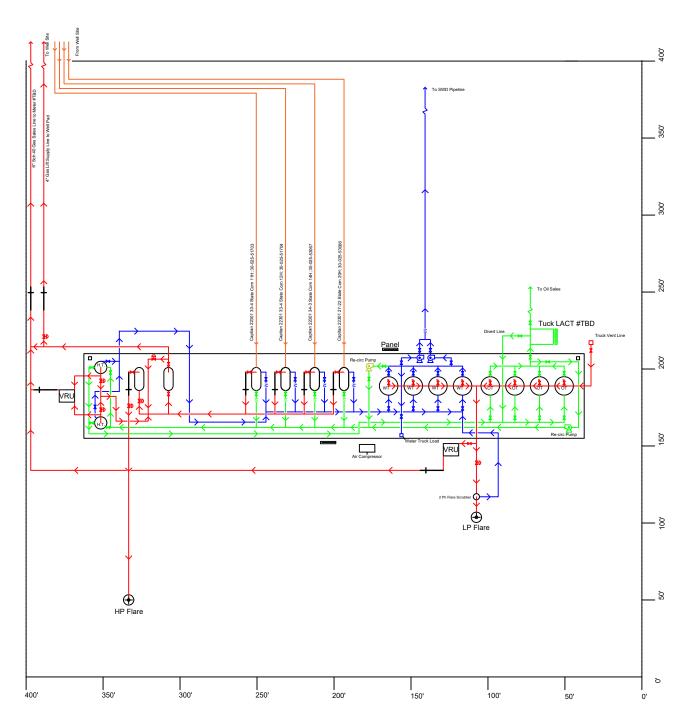
Received by OCD: 8/25/2025 2:00:54 PM Page 10 of 56

											1	
Pool	API	Well Name	Well Number	OCD Unit Letter	Section	Township	Range	Date Online	Oil (MBOD)	GAS (MCFD)	GRAVITY	BTU/cf
[98333] WC025 G09 S173615C;UPPER PENN	30-025-53067	CAPITAN 22301 34-3 STATE COM	14H	С	34	16S	36E	8/1/2024	900	1100	48	1200
[98333] WC025 G09 S173615C;UPPER PENN	30-025-53066	CAPITAN 22301 27-22 STATE COM	20H	С	34	16S	36E	8/1/2024	900	1100	48	1200
[98333] WC025 G09 S173615C;UPPER PENN	30-025-51703	CAPITAN 22301 33 4 STATE COM	11H	В	33	16S	36E	New Drill	900	1100	48	1200
[98333] WC025 G09 S173615C;UPPER PENN	30-025-51704	CAPITAN 22301 33 4 STATE COM	12H	Α	33	16S	36E	New Drill	900	1100	48	1200

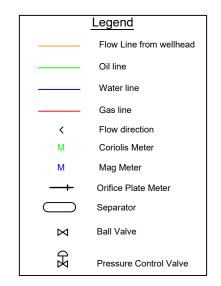
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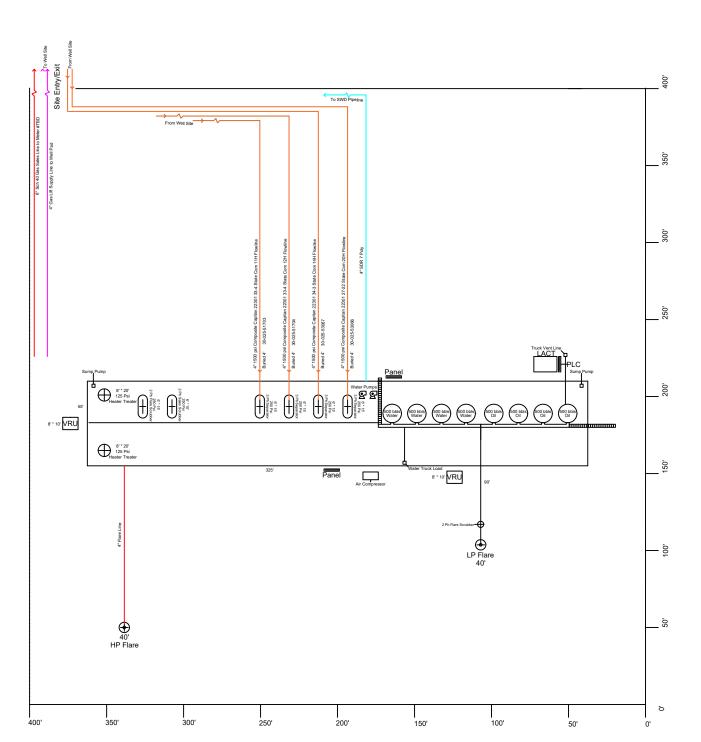






Capitan Charlie CTB
Capitan 22301 34-3 State Com 14H
Capitan 22301 27-22 State Com 20H
Capitan 22301 33-4 State Com 11H
Capitan 22301 33-4 State Com 12H
CTB Site Plan
Sec. 34, T-16-S, R-36-E, Lea Co, NM

NJS 12/10/2024







Capitan Charlie CTB
Capitan 22301 34-3 State Com 14H
Capitan 22301 27-22 State Com 20H
Capitan 22301 33-4 State Com 11H
Capitan 22301 33-4 State Com 12H
CTB Site Plan

Sec. 34, T-16-S, R-36-E, Lea Co, NM

NJS 12/10/2024

C-102

Submit Electronically Via OCD Permitting

State of New Mexico Energy, Minerals, & Natural Resources Department OIL CONSERVATION DIVISION

Revised	July 9	9, 2024	1
PAGE 1	OF 2		

Submittal

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	A	mei	ıde	d I	Rej	por

								Type:	S Drilled	
			•		WELL LOCATIO	N INFORMATION				
API Nur	nber		Pool Code			Pool Name				
30	-025-517	03	983	333		WC025 G09	9 S173615C;UP	PPER PENN		
Propert	y Code		Property Na	ame		•		Well Number		
3	334304				CAPITAN 22301	33-4 STATE COM		111	Н	
OGRID	No.		Operator N	ame				Ground Level Eleva	tion	
	26029	7			BTA OIL PRO	DUCERS, LLC		389	16'	
Surface	e Owner: [X State	Fee 🗌 Tr	Tribal ☐ Federal Mineral Owner: ▼ State ☐ Fee				Tribal Federa	ıl	
					Surface	Location				
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude (NAD83)	Longitude (NAD83)	County	
В	33	16S	36E		300' FNL	1349' FEL	32.88500969	-103.35534960	LEA	
					Bottom Ho	le Location				
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude (NAD83)	Longitude (NAD83)	County	
О	04	17S	36E		50' FSL	1980' FEL	32.85689745	-103.35747889	LEA	
					•	•	-	•		
Dedicat	ed Acres	Infill or Defin	ing Well	Definin	g Well API	Overlapping Spacing Unit	: (Y/N)	Consolidation Code		
3	19.42									
Order 1	Numbers:					Well setbacks are under	r Common Ownership	o: Yes N	lo	
					Kick Off P	oint (KOP)				
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude (NAD83)	Longitude (NAD83)	County	
O	28	16S	36E		500' FSL	1980' FEL	32.88719467	-103.35740556	LEA	
	·		1		First Take 1	Point (FTP)		•	· ·	
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude (NAD83)	Longitude (NAD83)	County	
В	33	16S	36E		100' FNL	1980' FEL	32.88554562	-103.35740409	LEA	
	.		1	ļ	L act Talza	Point (LTP)			<u> </u>	
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude (NAD83)	Longitude (NAD83)	County	
О	04	17S	36E		100' FSL	1980' FEL	32.85703487	-103.35747833	LEA	
	<u> </u>		1		<u>l</u>			<u> </u>	1	
Unitized	d Area or Area	of Uniform Inter	rest				Ground Floor	Elevation		
Spacing Unit Type: X Horizo			ontal		3896'					
				•			•			
OPER	PATOR CEL	RTIFICATIO	NS			SURVEYOR CERT	TEICATIONS			
I hereby knowled either o propose contrac	v certify that th dge and belief, wns a working ed bottom hole t with an owne.	e information co and, if the well i interest or unled location or has d r of a working in	ntained herein is a vertical or ased mineral ir a right to drill aterest or unlec	directional nterest in th this well at nsed minera	d complete to the best of my well, that this organization are land including the this location pursuant to a all interest, or to a voluntary tered by the division.	I hereby certify that the we actual surveys made by methods the best of my belief.	ell location shown on this			
If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed					unleased mineral interest in		EN ME			

interval will be located or obtained a compulsory pooling order from the division.

Signature

4/24/2025

Printed Name

lvelasco@btaoil.com Email Address



Signature and Seal of Professional Surveyor

Certificate Number

Date of Survey

21653

NOVEMBER 26, 2024

ı	C 1	100
ı	U-	102

Submit Electronically Via OCD Permitting

State of New Mexico Energy, Minerals, & Natural Resources Department OIL CONSERVATION DIVISION

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Submittal Type:

<u>X</u>	Initial Submittal
	Amended Report
	As Drilled

					WELL LOCATI	ON INFORMATION					
API Nur	nber		Pool Code			Pool Name					
30	0255170	4	983	333		WC025 G09	WC025 G09 S173615C;UPPER PENN				
Property	y Code		Property N	ame		•		Well Number			
3	334304				CAPITAN 2230	1 33-4 STATE COM		12H	[
OGRID	No.		Operator N	ame				Ground Level Elevati	ion		
	26029	7			BTA OIL PR	ODUCERS, LLC		3896	5'		
Surface	e Owner: [X State	Fee Tı	ribal 🔲	Federal	Mineral Owner: X	State Fee	Tribal Federal			
					Surfac	e Location					
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude (NAD83)	Longitude (NAD83)	County		
Α	33	16S	36E		300' FNL	1319' FEL	32.88500893	-103.35525189	LEA		
				<u> </u>	D 44 I	T 1 T - 4'					
UL	Section	Township	Range	Lot	Ft. from N/S	Hole Location Ft. from E/W	Latitude (NAD83)	Longitude (NAD83)	County		
Р	04	17S	36E		50' FSL	350' FEL	32.85692274	-103.35217109	LEA		
•	Ŭ .	1,0	1 002		20132	1 200 122	52.000,227	100.0021,109	22.1		
D. E.	1.4	Tren De	. 337.11	Inc:	W II A DY		CVAD				
	ed Acres	Infill or Defin	ing well	Demin	g Well API	Overlapping Spacing Unit	t (Y/N)	Consolidation Code			
3	19.37										
Order l	Numbers:					Well setbacks are unde	r Common Ownership	Yes No)		
					Kick Off	Point (KOP)					
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude (NAD83)	Longitude (NAD83)	County		
P	28	16S	36E		500' FSL	350' FEL	32.88722696	-103.35209610	LEA		
					First Tak	e Point (FTP)					
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude (NAD83)	Longitude (NAD83)	County		
A	33	16S	36E		100' FNL	350' FEL	32.88557793	-103.35209465	LEA		
	•				Last Tak	e Point (LTP)	-				
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude (NAD83)	Longitude (NAD83)	County		
P	04	17S	36E		100' FSL	350' FEL	32.85706016	-103.35217052	LEA		
				•	•	•	•				
Unitized	d Area or Area	of Uniform Inter	est				Ground Floor F	Elevation			
				Spacin	g Unit Type: X Hor	izontal Vertical					
				•							
						1			1		

OPERATOR CERTIFICATIONS

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

If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located on obtained a compulsory pooling order from the division.

Date

de Caso

4/24/2025

LIZ VELASCO

Printed Name

LVELASCO@BTAOIL.COM

Email Address

SURVEYOR CERTIFICATIONS

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



Signature and Seal of Professional Surveyor

21653

Certificate Number

Date of Survey

NOVEMBER 26, 2024

JOB No. BTA 0015 CP02

REV 1 REM 11/21/2024

Federal Leases

Project Area

-- Dimension Lines

O Drill Line Events

Section Corners

— Drill Line

All bearings and coordinates refer to New Mexico State Plane Coordinate System, East Zone, U.S. Survey Feet.

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

811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720 <u>District III</u> 1000 Rio Brazos Road, Aztec, NM 87410

Phone: (505) 334-6178 Fax: (505) 334-6170 <u>District IV</u>
1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462 State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, NM 87505

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

30-025-5306	57 Pont Code 98333	WC025 G09 S173615C; UPPER PENN		
* Property Code	f Pro	perty Name 34-3 STATE COM	⁶ Well Number 14H	
7 OGRIB No. 260297		erator Name CODUCERS, LLC	Elevation 3883'	

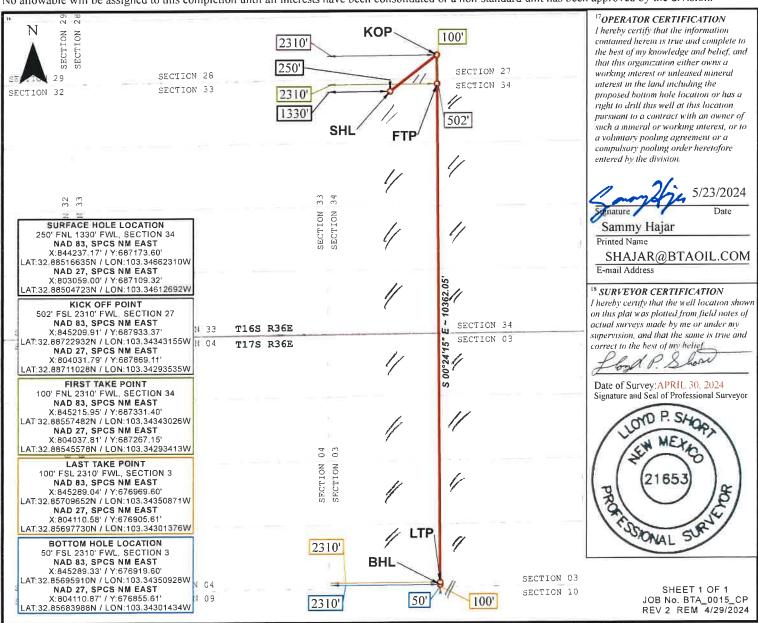
¹⁰ Surface Location

UL or lot no.	Section 34	Township 16S	Range 36E	Lot Idn	Feet from the 250	North/South line NORTH	Feet from the 1330	East/West line WEST	LEA
---------------	------------	-----------------	--------------	---------	-------------------	------------------------	--------------------	------------------------	-----

11 Bottom Hole Location If Different From Surface

	UL or lot no.	Section 3	Township 17S	36E	Lut ldn	Feet from the 50	North/South line SOUTH	Feet from the 2310	WEST	LEA
ĺ	Dedicated Acres 319.42	i Jo	int or Infill	14 Cons	olidation Code	15 Order No.				

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



<u>District I</u> 1625 N, French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 <u>District II</u> 811 S, First St., Artesia, NM 88210

Phone: (575) 748-1283 Fax: (575) 748-9720 <u>District III</u> 1000 Rio Brazos Road. Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170

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

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

30-025-5306	30-025-53066 P98333		WC025 G09 S173615C; UPPER PENN		
4 Property Code			operty Name 27-22 STATE COM	° Well Number 20H	
7 OGRID No. 260297			perator Name RODUCERS, LLC	* Elevation 3884*	

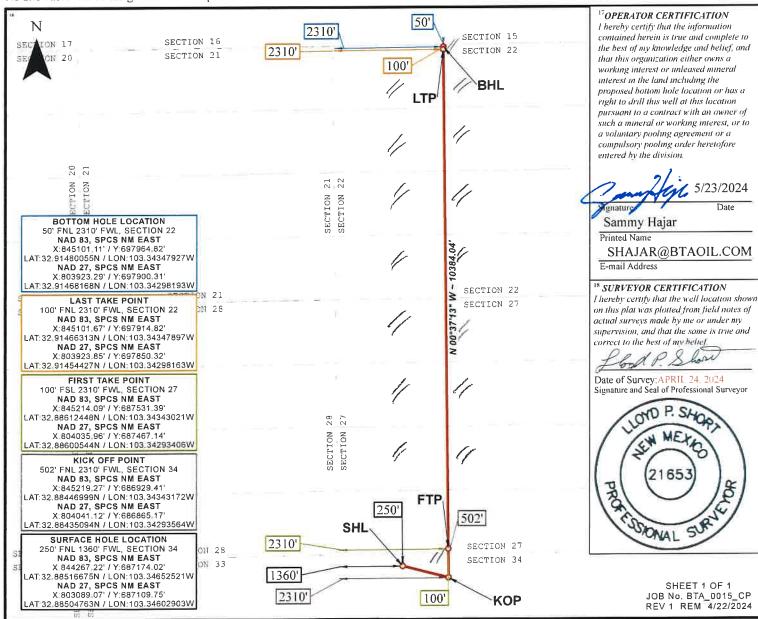
¹⁰ Surface Location

ſ	CL or lat no.	Section 3.4	Township 16S	Range 36F	Lot Idn	Feet from the 250	North/South line	Feet from the 1360	East/West line WF.ST	County L.E.A
-1		34	105	36E_		230	NOKIH	1300	WLSI	LLA

11 Bottom Hole Location If Different From Surface

ĺ	C C	Section 22	Township 16S	Range 36E	Lot 1dn	Feet from the 50	North/South line NORTH	Peet from the 2310	WEST	LEA
İ	Dedicated Acres 320		Joint or Infill	14 Cons	olidation Code	32 Order No.				

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



New Mexico State Land Office Oil, Gas, & Minerals Division

STATE/STATE OR STATE/FEE Revised August 2024

COMMUNITIZATION AGREEMENT

ONLINE Version

API #: 30-025		
dioxide or heliuml is enter-	AGREEMENT ("Agreement") [wed into and made effect , by and between the parties signi	ive this 1st [day] of
authorized by the Legislature development of oil and gas an or operation of State Trust La jointly or severally with other mineral owners of privately or lands to form a proration unit regulation of the New Mexico Natural Resources Department	e, as set forth in Section 19-10-53 and the prevention of waste to consends under agreements made by lesser oil & gas lessees of State Trust with wind or fee lands, for the purpose or portion thereof, or well-spacing to Oil Conservation Division of the lant ("OCD") where such agreements such pools or communitized areas	New Mexico ("Commissioner") is 3, NMSA 1978, in the interest of ant to and approve the development sees of oil and gas leases thereon, at Lands, or oil and gas lessees or of pooling or communitizing such unit, pursuant to any order, rule or New Mexico Energy, Minerals and a provides for the allocation of the on an acreage or other basis found
rights under the oil and gas le required to remain in good st	ases and lands subject to this Agree tanding and compliant with State s) on each lease to be encompas	old or other interests or operating ement, and all such State leases are laws, rules and regulations, which sed by this Agreement, are more exhibit "A" and made a part hereof,
formation or pool as defined referred to as "said formation"	ofar as they cover the Pennsylvanian by the NMOCD, as further describing in and under the land hereinafter afformity with the well-spacing programs.	described cannot be independently

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

ONLINE version

State/State

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in and under said lands; and

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

1. The lands described in Exhibit A (or B) covered by this Agreement (hereinafter referred to as the "communitized area") are described as follows:

Subdivisions:_	W/2E/2 of Section 33, T16S-R36E,	and Lot 2, SW/4NE/4,	W/2SE/4
0f Sect(s): 4	Twp: <u>17\$</u> Rng:36FNMPM	Lea	County, NM
pooling and of production of advisable in or	9.42 acres, more or less. It is the judge consolidation of the aforesaid land is hydrocarbons from the said formation of the property develop and produce the accordance with the well spacing running	into a single unit for the on in and under said lance the hydrocarbons in the sa	he development and and is necessary and aid formation beneath

conservation of the hydrocarbons in and that may be produced from said formation in and under

said lands, and would be in the public interest;

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

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

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

ONLINE version

State/State

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- 4. <u>BTA Oil Producers, LLC</u> shall be the operator of the said communitized area ("Operator") and all matters of operation shall be determined and performed by <u>BTA Oil Producers, LLC</u> If more than one Operator operates wells subject to this Agreement, the Commissioner reserves the right to require one or more or all operators who added infill wells to this Agreement to obtain a new agreement.
- 5. The Commissioner hereafter is entitled to the right to take in kind the Commissioner's share for the communitized substances allocated to such tract, and the Operator shall make deliveries of such royaltyshare taken in kind in conformity with applicable contracts, laws, and regulations.
- 6. There shall be no obligation upon the Parties to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the Parties shall not bereleased from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.
- 7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.
- 8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws.
- This Agreement shall be effective as of the date hereinabove written upon execution by the Parties, notwithstanding the date of execution, and upon approval by the Commissioner, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all applicable State laws, rules, and regulations; provided, that this Agreement shall not expire if there is a well producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this Agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this Agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well located within the physical boundaries of that specific lease assignment. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner with respect to any dry hole or abandoned well drilled upon the communitized area, this Agreement may be terminated at any time by mutual agreement of the Parties.

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- Notwithstanding any other provision herein, if there is a cessation of production of 10. communitized substances for more than sixty (60) days beginning one year after the date of execution, this Agreement shall automatically terminate, along with the ability to produce communitized substances, unless notice of reworking or drilling operations on the communitized area is made within 60 days of cessation of production of communitized substances and are thereafter conducted with reasonable diligence or the Commissioner of Public Lands otherwise grants an exception to continued drilling operations, including for the compliance of other state rules, laws, or policies. All such notices provided pursuant to this Paragraph shall be in writing and must be approved by the Commissioner. As to State Trust Lands, written notice of intention to commence any operations hereunder shall be filed with the Commissioner within thirty(30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this Agreement. All requests to the Commissioner to grant an exception or exceptions for the compliance of other state rules, laws, or policies must be made in writing within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to this Agreement or any lease from the State of New Mexico included in this Agreement
- 11. Operator shall furnish the Commissioner and the OCD, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.
- 12. It is agreed between the Parties that the Commissioner, or the Commissioner's duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State Land Office and the OCD.
- 13. If any order of the OCD upon which this Agreement is predicated or based is in anyway changed or modified, then in such event said Agreement is likewise modified to conform thereto.
- 14. This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all Parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all Parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. This Agreement shall be binding upon the Parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

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- 16. In the event that Operator is aggrieved by a decision of the Commissioner with respect to any action by the Commissioner arising under this Agreement, Operator may within thirty (30) days after the date of such action file an administrative contest pursuant to 19-7-64 NMSA (1978) and 19.2.15 NMAC. Operator shall initiate no court action against the Commissioner or New Mexico State Land Office regarding this Agreement except to appeal a final decision of the Commissioner rendered pursuant to such a contest proceeding, and as provided by 19-7-64 NMSA (1978). The Parties agree that any venue for any appeal or other action shall be in Santa Fe, New Mexico.
- 17. Operator shall notify the Commissioner in writing within ten (10) days of (i) Operator's receipt of any compliance order, enforcement order, notice of violation, warning letter, or other written notice of final or contemplated enforcement action taken by any federal, state, or local governmental entity arising out of or concerning any of Operator's operations on New Mexico state trust land; (ii) Operator's receipt of any order, judgment, or decree (on consent or otherwise) entered by any federal or state court against Operator arising out of or concerning any of Operator's operations on New Mexico state trust land; or (iii) Operator's receipt of any written notice of claim, written pre-suit notice, or lawsuit arising out of or concerning any of Operator's operations on New Mexico state trust land. Upon the Commissioner's request, Operator shall promptly provide the Commissioner with a copy of any such order, judgment, decree, notice, letter, or lawsuit.

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

Operator BTA Oil Producers, LLC	_Lessees of Record_	BTA Oil Produc	ers, LLC	
By Robert M. Davenport, Jr.		Broughton Petro	oleum Inc.	
Print name of person Member	-	Slash Exploration	on, LP	
Type of authority	_	Occidental	Permian	LTD
Ruth Magnthasignature	-			

Attach additional page(s) if needed.

ONLINE version

State/State

5

OPERATOR: BTA Oil Producers, LLC	
BY: Robert M. Davenport, Jr., Member	(Name and Title of Authorized Agent)
Rudmidenenth so	(Signature of Authorized Agent)
Acknowledgment in an	Individual Capacity
State of) SS) County of)	
This instrument was acknowledged before me on By Name(s) of Person(s)	Date
(Seal)	Signature of Notarial Officer
Acknowledgment in an R	My commission expires:epresentative Capacity
State of Texas) SS) County of Midland)	
This instrument was acknowledged before me on By: Robert M. Davenport, Jr., Member	Date : 11 7 24
Namc(s) of Person(s) (Seal VEN WHIPPLE Notary Public, State of Texas Notary ID 13154604-0 My Commission Exp. 04/27/2026 My commission Exp. 04/27/2026	Signature of Notarial Officer ommission expires: 4/22/24
ONLINE State/State version	6

Lease # and Lessee of Record: Fee; BTA Oil Pr	oducers, LLC		
BY: Robert M. Davenport, Jr., Member	(Name and Title of Authorized Agent)		
Goldon Hogoth	(Signature of Authorized Agent)		
Acknowledgment in an	Individual Capacity		
State of) SS)			
County of)			
This instrument was acknowledged before me on	Date		
Ву			
Name(s) of Person(s)			
(Seal)	Signature of Notarial Officer		
	My commission expires:		
Acknowledgment in an Representative Capacity			
State of Texas)			
County of Midland SS)			
This instrument was acknowledged before me on	Date: 11 7 24		
By: Robert M. Davenport, Jr., Member			
Name(s) of Person(s)			
(Seat) HAVEN WHIPPLE Notary Public, Stale of Texas Notary ID 13154604-0 My Commission Exp. 04/27/2026	Signature of Notarial Officer My commission expires: 4 27 24		
ONLINE State/State version	7		

Lease # and Lessee	of Record: Fee; Broughto	on Petroleum Inc.
BY: William F	oran, president	(Name and Title of Authorized Agent)
Willia	4	(Signature of Authorized Agent)
	Acknowledgment in an	Individual Capacity
State of) SS)	
County of)	
This instrument was	acknowledged before me on	Date
By Name(s) of Person(s)	
(Seal)		Signature of Notarial Officer
		My commission expires:
	Acknowledgment in an R	depresentative Capacity
State of Texas County of Harri) SS) 5)	
	l	Date: 11/12/24 uchton Petroleum Inc.
Notar Com	RYN BURKHALTER y Public, State of Texas m. Expires 10-19-2026 otary ID 134024367	Signature of Notarial Officer My commission expires: 10/19/26
ONLINE version	State/State	7

Lease # and Lessee of Record:	Fee; Slash Explo	ration, LP	
Kevin Klein, Vice President of Lan BY:General Partner for Slash Explora	d for Armstrong Ene iton Limited Partner	ergy Corporation, ship (Name and Title of Authorized Agent)	
(Signature of Authorized Agent)			
Acknow	vledgment in an	Individual Capacity	
State of) SS)		
County of)			
This instrument was acknowledge	ed before me on	Date	
Ву			
Name(s) of Person(s)			
(Seal)		Signature of Notarial Officer	
		My commission expires:	
Acknowledgment in an Representative Capacity			
State of)	,		
County of SS)		
This instrument was acknowledge Kevin Klein, Vice President of Lar By: General Partner for Slash Explora	d for Armstrona Ene	Pate: 2-14-2025 ergy Corporation, ship	
Name(s) of Person(s)		el M. da	
STATE OF NEV NOTARY PUBI VERONICA AL COMMISSION EXP. 06-25-20	LIC VARADO # 1112564	Signature of Notarial Officer My commission expires:	
ONLINE version	State/State	7	

Lease # and Lessee of Record: VC-1174; BTA Oil Producers, LLC			
BY: Robert M. Davenport, Jr., M	<u>lember</u>	(Name and Title of Authorized Agent)	
Route of Authorized Agent)			
Acknowle	dgment in an	Individual Capacity	
State of)			
County of SS)			
This instrument was acknowledged l	before me on	Date	
Ву			
Name(s) of Person(s)			
(Seal)		Signature of Notarial Officer	
		My commission expires:	
Acknowledgment in an Representative Capacity			
State of Texas) SS)			
County of Midland)		2	
This instrument was acknowledged	before me on	Date: 11 7 74	
By: Robert M. Davenport, Jr.		e .	
Name(s) of Person(s)		11	
(Seal) HAVEN WHIPP Notary Public, State Notary ID 131540 My Commission Exp. 0-	of Texas	Signature of Notarial Officer My commission expires: 4/27/74	
ONLINE version	State/State	7	

Lease # and Lessee of Record:	Oil Producers, LLC		
BY: Robert M. Davenport, Jr., Member	(Name and Title of Authorized Agent)		
Robert modern Mo	(Signature of Authorized Agent)		
Acknowledgment in an Individual Capacity			
State of) SS) County of)			
This instrument was acknowledged before me on By Name(s) of Person(s)	Date		
(Seal)	Signature of Notarial Officer My commission expires:		
Acknowledgment in an R	epresentative Capacity		
State of Texas) County of Midland)			
This instrument was acknowledged before me on By: Robert M. Davenport, Jr.	Date: 11 7 2 d		
Name(s) of Person(s) HAVEN WHIPPLE Notary Public, State of Texas Notary ID 13154604-0 My Commission Exp. 04/27/2026	Harm Useper Signature of Notarial Officer My commission expires: 4/27/26		
ONLINE State/State version	7		

PP

Lease # and Lessee of Record: B0-1553; O	ccidental Permian LTD	
BY: DALOS ON IN Attorney	N-VCT(Name and Title of Authorized Agent)	
	(Signature of Authorized Agent) an Individual Capacity	
State of) SS) County of)		
This instrument was acknowledged before me	on Date	
By		
Name(s) of Person(s)		
*	Signature of Notarial Officer	
(Seal)	Signature of Notatial Officer	
	My commission expires:	
Acknowledgment in a	in Representative Capacity	
State of TEXAS) SS) County of HARRIS)		
This instrument was acknowledged before me	ON DECEMBER 11,200 Date:	
By: James Laving, Attorney In A Texas limited partnership.	Toulun To Servital PERMIANO, C	TD
DELEENA D. LANG Notary Public, State of Texas Comm. Expires 02-18-2026 Notary ID 128179978	Signature of Noturial Officer My commission expires: 2-18-26	
ONLINE State/State	tate 7	

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated July 1, 2025
by and between BTA Oil Producers, LLC (Operator),
Broughton Petroleum Inc., Slash Exploration LP, Occidental Permian LTD (Record Title Holders/Lessees of Record)
covering the Subdivisions: W/2E/2 of Section 33, T16S-R36E and Lot 2, SW/4NE/4, W/2SE/4 Sect(s): 4, Twnshp 17S, Rnge: 36E, NMPM Lea County, NM
Limited in depth to the Pennsylvanian Shale Formation (WC025 G09 S173615C; Upper Penn Pool
(Code 98333) (enter here what is granted in pooling order if applicable)
OPERATOR of Communitized Area: BTA Oil Producers, LLC
DESCRIPTION OF LEASES COMMITTED: TRACT NO. 1 Lessor: Fee
Lessee of Record: BTA Oil Producers, LLC (85.416667%); Broughton Petroleum Inc. (5.625000%); Slash Exploration LP (5.625000%); ULMI (3.333333%)
Serial No. of Lease: N/A Date of Lease: Multiple
Description of Lands Committed:
Subdivisions: W/2NE/4, NW/4SE/4 Sect(s): 33 Twnshp: 16S , Rng: 36E NMPM Lea County NM No. of Acres: 120
TRACT NO. 2 Lessor: State of New Mexico acting by and through its Commissioner of Public Lands Lessee of Record: BTA Oil Producers, LLC
Serial No. of Lease: VC-1174 Date of Lease: 10/1/2023
Description of Lands Committed:
Subdivisions: SW/4SE/4
Sect(s): 33 Twnshp: 16S Rng: 36E NMPM Lea County, NM
No. of Acres: 40 ONLINE version August, 2021 No. of Acres: 40 State/State 7

TRACT NO. 3

Lessee of Record: BTA Oil Producers, LLC

Serial No. of Lease: VC-1177 Date of Lease: 10/1/2023

Description of Lands Committed:

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

Subdivisions: Lot 2

Sect(s): 4 Twnshp: 17S Rng: 36E NMPM Lea County, NM

No. of Acres: 39.42

TRACT NO. 4

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

Lessee of Record: Occidental Permian LTD

Serial No. of Lease: <u>B0-1553</u> Date of Lease: <u>12/27/1932</u>

Description of Lands Committed:

Subdivisions: SW/4NE/4, W/2SE/4

Sect(s): 4 Twnshp: 17S Rng: 36E NMPM Lea County, NM

No. of Acres: <u>120.00</u>

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	120.00	37.568092%
No. 2	40.00	12.522697%
No. 3	39.42	12.341118%
No. 4	120.00	37.568092%
TOTALS	319.42	100.00000%

ONLINE version August, 2021 State/State

New Mexico State Land Office Oil, Gas, & Minerals Division

STATE/STATE OR STATE/FEE

Revised August 2024

COMMUNITIZATION AGREEMENT ONLINE Version

API #: 30-025	_ 51704
Αι ιπ. 30-0-5	

THIS COMMUNITIZATION AGREEMENT ("Agreement") [which is NOT to be used for carbon dioxide or helium] is entered into and made effective this _1st_ [day] of _____ [month], 2025, by and between the parties signing below ("Parties"):

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

WHEREAS, the Parties own working, royalty, or other leasehold or other interests or operating rights under the oil and gas leases and lands subject to this Agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules and regulations, which leases, along with the well(s) on each lease to be encompassed by this Agreement, are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

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

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

ONLINE version

State/State

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

1. The lands described in Exhibit A (or B) covered by this Agreement (hereinafter referred to as the "communitized area") are described as follows:

Subdivisions: E/2E/2 of Section	1 33, T16S-R36E, and Lot 1, SE/4	4NE/4, E/2SE/4
0f Sect(s): 4 Twp:175	Rng36FNMPM_Lea	County, NM
pooling and consolidation of th	r less. It is the judgment of the Par ne aforesaid land into a single u m the said formation in and und	init for the development and

pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the OCD, and in order topromote the conservation of the hydrocarbons in and that may be produced from said formation inand under said lands, and would be in the public interest;

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

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

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

ONLINE version

State/State

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- 4. BTA Oil Producers, LLC shall be the operator of the said communitized area ("Operator") and all matters of operation shall be determined and performed by BTA Oil Producers, LLC If more than one Operator operates wells subject to this Agreement, the Commissioner reserves the right to require one or more or all operators who added infill wells to this Agreement to obtain a new agreement.
- The Commissioner hereafter is entitled to the right to take in kind the Commissioner's 5. share for the communitized substances allocated to such tract, and the Operator shall make deliveries of such royaltyshare taken in kind in conformity with applicable contracts, laws, and regulations.
- There shall be no obligation upon the Parties to offset any well or wells situated on the tracts 6. of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the Parties shall not bereleased from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.
- The commencement, completion, and continued operation or production of a well or wells 7. of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.
- The production of communitized substances and disposal thereof shall be in conformity 8. with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws.
- This Agreement shall be effective as of the date hereinabove written upon execution by the Parties, notwithstanding the date of execution, and upon approval by the Commissioner, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities. and so long as all State leases remain in good standing with all applicable State laws, rules, and regulations; provided, that this Agreement shall not expire if there is a well producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this Agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this Agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well located within the physical boundaries of that specific lease assignment. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner with respect to any dry hole or abandoned well drilled upon the communitized area, this Agreement may be terminated at any time by mutual agreement of the Parties. ONLINE

State/State

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- Notwithstanding any other provision herein, if there is a cessation of production of 10. communitized substances for more than sixty (60) days beginning one year after the date of execution, this Agreement shall automatically terminate, along with the ability to produce communitized substances, unless notice of reworking or drilling operations on the communitized area is made within 60 days of cessation of production of communitized substances and are thereafter conducted with reasonable diligence or the Commissioner of Public Lands otherwise grants an exception to continued drilling operations, including for the compliance of other state rules, laws, or policies. All such notices provided pursuant to this Paragraph shall be in writing and must be approved by the Commissioner. As to State Trust Lands, written notice of intention to commence any operations hereunder shall be filed with the Commissioner within thirty(30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this Agreement. All requests to the Commissioner to grant an exception or exceptions for the compliance of other state rules, laws, or policies must be made in writing within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to this Agreement or any lease from the State of New Mexico included in this Agreement
- 11. Operator shall furnish the Commissioner and the OCD, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.
- 12. It is agreed between the Parties that the Commissioner, or the Commissioner's duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State Land Office and the OCD.
- 13. If any order of the OCD upon which this Agreement is predicated or based is in anyway changed or modified, then in such event said Agreement is likewise modified to conform thereto.
- 14. This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all Parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all Parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. This Agreement shall be binding upon the Parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

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State/State

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- 16. In the event that Operator is aggrieved by a decision of the Commissioner with respect to any action by the Commissioner arising under this Agreement, Operator may within thirty (30) days after the date of such action file an administrative contest pursuant to 19-7-64 NMSA (1978) and 19.2.15 NMAC. Operator shall initiate no court action against the Commissioner or New Mexico State Land Office regarding this Agreement except to appeal a final decision of the Commissioner rendered pursuant to such a contest proceeding, and as provided by 19-7-64 NMSA (1978). The Parties agree that any venue for any appeal or other action shall be in Santa Fe, New Mexico.
- 17. Operator shall notify the Commissioner in writing within ten (10) days of (i) Operator's receipt of any compliance order, enforcement order, notice of violation, warning letter, or other written notice of final or contemplated enforcement action taken by any federal, state, or local governmental entity arising out of or concerning any of Operator's operations on New Mexico state trust land; (ii) Operator's receipt of any order, judgment, or decree (on consent or otherwise) entered by any federal or state court against Operator arising out of or concerning any of Operator's operations on New Mexico state trust land; or (iii) Operator's receipt of any written notice of claim, written pre-suit notice, or lawsuit arising out of or concerning any of Operator's operations on New Mexico state trust land. Upon the Commissioner's request, Operator shall promptly provide the Commissioner with a copy of any such order, judgment, decree, notice, letter, or lawsuit.

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

Operator BTA Oil Producers, LLC	_Lessees of Record_	BTA Oil Producers, LLC
By Robert M. Davenport, Jr.		Occidental Permian LTD
Print name of person Member		
Type of authority Routhyllugoth Signature		

Attach additional page(s) if needed.

ONLINE

State/State

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OPERATOR: BTA Oil Producers, Ll	LC
BY: Robert M. Davenport, Jr., Mem	nber (Name and Title of Authorized Agent)
Routmalagent	(Signature of Authorized Agent)
Acknowledg	ment in an Individual Capacity
State of) SS) County of)	
This instrument was acknowledged before By Name(s) of Person(s)	fore me on Date
(Seal)	Signature of Notarial Officer
	My commission expires:
Acknowledgme	ent in an Representative Capacity
State of Texas) SS) County of Midland)	
This instrument was acknowledged bet	fore me on Date: 11 7 24
By: Robert M. Davenport, Jr., Mem Namc(s) of Person(s) (Seal) HAVEN WHIPPLE Notary Public, State of Texas Notary ID 13154604-0 My Commission Exp. 04/27/2026	Ham Wayore Signature of Notarial Officer
ONLINE version	State/State 6

Lease # and Lessee of Record: VC-0792; BT	
BY: Robert M. Davenport, Jr., Member	(Name and Title of Authorized Agent)
Roudon glouputh	(Signature of Authorized Agent)
Acknowledgment in	an Individual Capacity
State of) SS)	
County of)	
This instrument was acknowledged before me	on Date
Ву	
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
	My commission expires:
Acknowledgment in a	1 Representative Capacity
State of Texas) SS)	
County of Midland)	
This instrument was acknowledged before me	on Date: 11/7/24
By: Robert M. Davenport, Jr., Member	
Name(s) of Person(s)	
HAVEN WHIPPLE Seal Notary Public, State of Texas Notary ID 13154604-0	Haun Wypell Signature of Notarial Officer
My Commission Exp. 04/27/2026	My commission expires: 4/27/74
ONLINE State/State	ate 7

Lease # and Lessee of Record: _	VC-1177; BTA	A Oil Producers, LLC	
BY: Robert M. Davenport, Jr.		(Name and Title of Author	ized Agent)
Rivitmologi"	VTh AD	(Signature of Authorized	Agent)
Acknow	ledgment in an l	Individual Capacity	
State of) SS)			
County of)			
This instrument was acknowledge	d before me on	Date	
By Name(s) of Person(s)			
(Seal)		Signature o	of Notarial Officer
		My commission expires:	
Acknowle	dgment in an Re	epresentative Capacity	
State of Texas) SS) County of Midland)			
This instrument was acknowledge	d before me on	Date:_ <u>/</u>	1/7/24
By: Robert M. Davenport, Jr.,	Member		
Name(s) of Person(s) Seat / HAVEN WH Notary Public, Sta Notary ID 131 My Commission Exp	ate of Texas 54604-0 0.04/27/2026	Wy commission expires: 4/2.	of Notarial Officer
ONLINE version	State/State		7

	AP .
Lease # and Lessee of Record: B0-1553; Occi	
BY: James Carina, Attorney 12- Fac	Name and Title of Authorized Agent)
Acknowledgment in an	(Signature of Authorized Agent)
Acknowledgment in an	Individual Capacity
State of SS) County of)	
This instrument was acknowledged before me on By	Date
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
	My commission expires:
Acknowledgment in an R	epresentative Capacity
State of TEXAS	
State of TEXAS (SS) County of HARUGO (
County of HAICES)	December 11 2024 Date:
County of A ICC) This instrument was acknowledged before me on	December 11,2024 Date:
County of A ICCAS This instrument was acknowledged before me on By: David Laving Attorney-In-Technology Name(s) of Possonis	December 11,2024Date:
County of HARCES This instrument was acknowledged before me on By: The County Attorney In-	act of occidenTAL PERMANGID Youlung Sermanger
County of HARCES This instrument was acknowledged before me on By: Tayles Lawing Attorney-In-Toname(s) of Person(s) A Texas limited partnership.	Describer 11,2024 Date: act of occidental PERMAN LTD **LOULing** LOURS Signature of Notarial Officer**
County of A ICCAS This instrument was acknowledged before me on By: David Laving Attorney-In-Technology Name(s) of Possonis	act of occidenTAL PERMANGID Youlung Sermanger

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated <u>July 1</u> , 20 <u>25</u>
by and between BTA Oil Producers, LLC (Operator),
Occidental Permian LTD (Record Title Holders/Lessees of Record)
covering the Subdivisions: E/2E/2 of Section 33, T16S-R36E and Lot 1, SE/4NE/4, E/2SE/4 Sect(s): 4 , Twnshp 17S , Rnge: 36E , NMPM Lea County, NM
Limited in depth to the Pennsylvanian Shale Formation (WC025 G09 S173615C; Upper Penn Pool
(Code 98333) (enter here what is granted in pooling order if applicable)
OPERATOR of Communitized Area: BTA Oil Producers, LLC
DESCRIPTION OF LEASES COMMITTED: TRACT NO. 1
Lessor: State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record: BTA Oil Producers, LLC
Serial No. of Lease: VC-0792 Date of Lease: 10/1/2020
Description of Lands Committed:
Subdivisions: <u>E/2E/2</u>
Sect(s): 33 Twnshp: 16S , Rng: 36E NMPM Lea County NM
No. of Acres: <u>160</u>
TRACT NO. 2 Lessor: State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record: BTA Oil Producers, LLC
Serial No. of Lease: VC-1177 Date of Lease: 10/1/2023
Description of Lands Committed:
Subdivisions: Lot 1
Sect(s): 4 Twnshp: 17S Rng: 36E NMPM Lea County, NM
No. of Acres: <u>39.37</u>
Chata/Stata

ONLINE version August, 2021 State/State

TRACT NO. 3

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

Lessee of Record: Occidental Permian LTD

Serial No. of Lease: B0-1553

Date of Lease: 12/27/1932

Description of Lands Committed:

Subdivisions: <u>SE/4NE/4</u>, E/2SE/4

Sect(s): 4 Twnshp: 17S Rng: 36E NMPM Lea

County, NM

No. of Acres: 120.00

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	160.00	50.098632%
No. 2	39.37	12.327395%
No. 3	120.00	37.573974%
TOTALS	319.37	100.000000%



BTA OIL PRODUCERS, LLC

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

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

GULF COAST DISTRICT

TOTAL PLAZA
1201 LOUISIANA STREET, STE. 570
HOUSTON, TEXAS77002
713-658-0077 FAX 713-655-0346

ROCKY MOUNTAIN DISTRICT600 17TH STREET, STE. 2230 SOUTH
DENVER, COLORADO80202
303-534-4404 FAX 303-534-4661

August 20, 2025

CERTIFIED MAIL RETURN RECEIPT REQUESTED

In re: Application of BTA Oil Producers, LLC to amend Administrative Order CTB-1145 to add certain wells and spacing units to surface commingle (lease commingle) oil and gas production at the Capitan Charlie CTB located in the NW/4 of Section 24, Township 16 South, Range 36 East, Lea County, New Mexico, and to add additional wells.

To: ALL AFFECTED PARTIES

Ladies and Gentleman:

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

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

Respectfully,

Michelle Sena

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

NAME	ADDRESS	CITY	STATE	ZIP	TRACKING NO
COMMISSIONER OF PUBLIC LANDS	PO BOX 1148	SANTA FE	NM	87504-1148	9214 8969 0099 9790 1849 6209 51
NEW MEXICO STATE LAND OFFICE	PO BOX 1148	SANTA FE	NM	87504-1149	9214 8969 0099 9790 1849 6209 44
OXY USA WTP LTD PARTNERSHIP ATTN: NM LAND DEPT	5 GREENWAY PLAZA, SUITE 110	HOUSTON	TX	77046	9214 8969 0099 9790 1849 6209 75
CHEVRON USA, INC ATTN: NOJV	1400 SMITH STREET	HOUSTON	TX	77002	9214 8969 0099 9790 1849 6209 82
OCCIDENTAL PERMIAN LIMITED PARTNERSHIP	5 GREENWAY PLAZA, SUITE 110	HOUSTON	TX	77046	9214 8969 0099 9790 1657 3971 51
BROUGHTON PETROLEUM, INC	1225 N LOOP WEST, STE 1005	HOUSTON	TX	77008	9214 8969 0099 9790 1849 6279 74
COYOTE ENERGY PARTNERS IV, LLC	190 CARONNDELET PLAZA, STE 1300	ST LOUIS	МО	63105	9214 8969 0099 9790 1849 6279 81
SLASH EXPLORATION LTD PARTNERSHIP	PO BOX 1973	ROSWELL	NM	88202	9214 8969 0099 9790 1849 6279 98
THIRD ROW RESOURCES, LLC	7300 STATE HWY 121, STE 300	McKINNEY	TX	75070	9214 8969 0099 9790 1849 6280 01
H. PRYOR BLACKWELL	4301 BEVERLY DRIVE	DALLAS	TX	75205	9214 8969 0099 9790 1849 6280 18
REBEL E BLACKWELL III EXEMPT	1605 LAKEWOOD DR	SHERMAN	TX	75092	9214 8969 0099 9790 1849 6280 25
LARRY M & PATRICIA G DEAN, TRUST	173 RIVERTON PLACE	EDGEWATER	MD	21037	9214 8969 0099 9790 1849 6280 32
DUCHATSCHECK FAMILY REVOC LIVING TRUST	1850 SCENIC DRIVE	FESTUS	МО	63028	9214 8969 0099 9790 1849 6280 49
GARY L GOURLEY	2810 WEST 23RD ST	LOVINGTON	NM	88260	9214 8969 0099 9790 1849 6280 56
GRAHAM RANCH, LLC	76 GRAHAM ROAD	LOVINGTON	NM	88260	9214 8969 0099 9790 1849 6280 63
JEANNE GRAHAM	4339 GOODFELLOW DR	DALLAS	TX	75229	9214 8969 0099 9790 1849 6280 70
HAY FAMILY TRUST	5901 MOUNT ROCKWOOD CIR	WACO	TX	76710	9214 8969 0099 9790 1849 6280 87
JENIFER DIANE JENIKE	4339 GOODFELLOW DR	DALLAS	TX	75229	9214 8969 0099 9790 1849 6280 94
FRANCIS BLACKWELL LOPER	5011 41st ST	LUBBOCK	TX	79414	9214 8969 0099 9790 1849 6281 00
SIERRA BLANCA MERCANTILE CO, LLC	2994 YESO ROAD	ROSWELL	NM	88201	9214 8969 0099 9790 1849 6281 17

ZIA LONESTAR, LLC	PO BOX 916225	LONGWOOD	FL	32791	9214 8969 0099 9790 1849 6281 24
BLACK SHALE MINERALS	PO BOX 2243	LONGVIEW	TX	75606	9214 8969 0099 9790 1849 6281 31
R2 D1 PERMIAN BASIN 1, LLC	910 LOUISIANA, STE 4010	HOUSTON	TX	77002	9214 8969 0099 9790 1849 6281 48
D5 MINERALS LP	PO BOC 6111	SAN ANTONIO	TX	78209	9214 8969 0099 9790 1849 6281 55
DOZER OIL & GAS LLC	PO BOX 3446	HAILEY	ID	83333	9214 8969 0099 9790 1849 6281 62
EXCALIBUR ENERGY COMPANY	PO DRAWER 25045	ALBUQUERQUE	NM	87125	9214 8969 0099 9790 1849 6281 79
IRENE H GIBSON, TRUST NO 2	2215 E 29TH ST	TULSA	ОК	74114	9214 8969 0099 9790 1849 6281 86
GREYHOUND RESOURCES, LLC	ONE LINCOLN CENTRE 5400 LBJ FREEWAY, STE 1500	DALLAS	TX	75240	9214 8969 0099 9790 1849 6281 93
FAMILY PROPERTIES,LP	PO BOX 50187	MIDLAND	TX	79710	9214 8969 0099 9790 1849 6282 09
MANIX ROYALTY LTD	PO BOX 2818	MIDLAND	TX	79702-1981	9214 8969 0099 9790 1849 6282 16
MITCHELL ROYALTY	17878 W 77TH ST N	HASKELL	OK	74436	9214 8969 0099 9790 1849 6282 23
GEORGE PETERMAN	4548 CHAHA RD, APT K-203	GARLAND	TX	75043-4695	9214 8969 0099 9790 1849 6282 30
RENFROW MINERALS COMPANY LLC	2021 S LEWIS, STE 760	TULSA	OK	74101	9214 8969 0099 9790 1849 6282 47
STONEWALL OIL & GAS,LLC	PO BOX 20287	OKLAHOMA CITY	OK	73156	9214 8969 0099 9790 1849 6282 54
MARILYN C WAGNER	3320 COUNT DRIVE	FORT WORTH	TX	76244	9214 8969 0099 9790 1849 6282 61

Affidavit of Publication

STATE OF NEW MEXICO COUNTY OF LEA

I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

> Beginning with the issue dated August 24, 2025 and ending with the issue dated August 24, 2025.

Sworn and subscribed to before me this 24th day of August 2025.

Business Manager

My commission expires January 29, 2027

(Seal)

STATE OF NEW MEXICO NOTARY PUBLIC GUSSIE RUTH BLACK **COMMISSION # 1087526** COMMISSION EXPIRES 01/29/2027 This newspaper is duly qualified to publish

legal notices or advertisements within the meaning of Section 3, Chapter 167, Laws of 1937 and payment of fees for said publication has been made.

LEGAL

LEGAL

LEGAL

LEGAL NOTICE August 24, 2025

Notice of Application for Surface Commingling

BTA Oil Producers, LLC (OGRID No. 260297), located at 104 S. Pecos, Midland TX 79701 seeks administrative approval to amend Administrative Order CTB-1145 to add certain wells and spacing units, and to authorize surface commingle (lease commingle) and for off-lease measurement of diversely owned oil and gas production at the Capitan Charlie CTB, located in NW/4 of Section 34, Township 16 South, Range 36 East, Lea County, New Mexico. Production is from the WC-025 G-09 S173615C; UPPER PENN; [98333]. Pursuant to Statewide Rule 19.15.12.7 NMAC, BTA Oil Producers, LLC seeks to amend the terms of administrative order CTB-1145 to add to the production from all existing and future infill wells drilled in the following spacing production from all existing and future infill wells drilled in the following spacing

(a) The 319.42-acre spacing unit comprised of the E/2 W/2 of Section 34, Township 16 South, Range 36 East and the E/2 W/2 of Section 3, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C; Upper Penn; [98333]. The spacing unit is currently dedicated to the following horizontal well: the Capitan 22301 34-3 State Com 14H (API # 30-025-52067).

(b) The 320-acre spacing unit comprised of the E/2 W/2 of Section 27 and the E/2 W/2 of Section 22, Township 16 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C; Upper Penn; [98333]. The spacing unit is currently dedicated to the following horizontal well: the Capitan 22301 27-22 State Com 20H (API # 30-025-53066);

(c) The 319.42-acre spacing unit comprised of the W/2 E/2 of Section 33 Township 16 South, Range 36 East and the W/2 E/2 of Section 4, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C; Upper Penn; [98333]. The spacing unit is currently dedicated to the following horizontal well: the Capitan 22301 33 4 State Com 11H (API # 30-025-14702).

(d) The 319.37-acre spacing unit comprised of the E/2 E/2 Section 33 Township 16 South, Range 36 East and the E/2 E/2 of Section 4, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C; Upper Penn; (98333). The spacing unit is currently dedicated to the following horizontal well: the Capitan 22301 33-4 State Com 12H (API # 30-025-51704);

Any objection to this application must be filed in writing within 20 days of publication with the New Mexico Oil Conservation Division, 1220 South St. Francis Drive, Santa Fe, NM, 87505. If no objection is received within this 20 day period, this application may be approved administratively by the Division. If you have any questions about this application, please contact Michelle Sena, at (432) 682-3753, or msena@btaoil.com #00303756

01101299

00303756

PAM INSKEEP BTA OIL PRODUCERS 104 SOUTH PECOS MIDLAND, TX 79701

Pearlings Ob! 17/27/2 5 2:00:54 PM 92148969009997901849620951 ☐ Copy ★ Add to Informed Delivery	Page 49 of 56
Latest Update Your item was picked up at the post office at 7:52 am on August 25, 2025 in SANTA FE, NM 87501. Get More Out of USPS Tracking: USPS Tracking Plus®	Delivered, Individual Picked Up at Post Office SANTA FE, NM 87501 August 25, 2025, 7:52 am See All Tracking History What Do USPS Tracking Statuses Mean?
Text & Email Updates Return Receipt Electronic USPS Tracking Plus®	
Product Information See Less ^	· ·
Tracking Number: 92148969009997901849620944 Copy Add to Informed Delivery	Remove X
Latest Update Your item was picked up at the post office at 7:40 am on August 26, 2025 in SANTA FE, NM 87501. Get More Out of USPS Tracking: USPS Tracking Plus®	Delivered, Individual Picked Up at Post Office SANTA FE, NM 87501 August 26, 2025, 7:40 am See All Tracking History What Do USPS Tracking Statuses Mean?
Tracking Number: 92148969009997901849620975 □ Copy	Remove X
Latest Update Your item has been delivered to an agent. The item was picked up at USPS at 10:48 am on August 26, 2025 in HOUSTON, TX 77046. Get More Out of USPS Tracking: USPS Tracking Plus®	Delivered to Agent Delivered to Agent, Picked up at USPS HOUSTON, TX 77046 August 26, 2025, 10:48 am See All Tracking History What Do USPS Tracking Statuses Mean?
See More V Tracking Number: 92148969009997901849620982	Remove X
Copy Add to Informed Delivery Latest Update Your item has been delivered and is available at a PO Box at 12:36 pm on August 28, 2025 in HOUSTON, TX 77002. Get More Out of USPS Tracking: USPS Tracking Plus®	Delivered Delivered, PO Box HOUSTON, TX 77002 August 28, 2025, 12:36 pm See All Tracking History What Do USPS Tracking Statuses Mean?
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Tracking Number: 92148969009997901849627981 ☐ Copy	Remove X
Latest Update Your item was delivered to the front desk, reception area, or mail room at 11:54 am on August 30, 2025 in SAINT LOUIS, MO 63105. Get More Out of USPS Tracking: USPS Tracking Plus®	Delivered, Front Desk/Reception/Mail Room SAINT LOUIS, MO 63105 August 30, 2025, 11:54 am See All Tracking History What Do USPS Tracking Statuses Mean?
See More >> Tracking Number: 92148969009997901849627998	Remove X
Copy Add to Informed Delivery Latest Update Your item was picked up at the post office at 10:11 am on August 27, 2025 in ROSWELL, NM 88201. Get More Out of USPS Tracking:	Delivered Delivered, Individual Picked Up at Post Office ROSWELL, NM 88201 August 27, 2025, 10:11 am See All Tracking History What Do USPS Tracking Statuses Mean?
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Your item has been delivered to an agent at the front desk, reception, or mail room at 11:45 am on August 26, 2025 in MCKINNEY, TX 75070. Get More Out of USPS Tracking: USPS Tracking Plus® See More ✓	Delivered to Agent, Front Desk/Reception/Mail Room MCKINNEY, TX 75070 August 26, 2025, 11:45 am See All Tracking History What Do USPS Tracking Statuses Mean?
Tracking Number: 92148969009997901849628018 Copy Add to Informed Delivery	Remove X
Latest Update Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. Get More Out of USPS Tracking: USPS Tracking Plus®	Moving Through Network In Transit to Next Facility, Arriving Late August 29, 2025 Departed USPS Regional Facility DALLAS TX DISTRIBUTION CENTER August 25, 2025, 3:38 am See All Tracking History
See More ✓ Tracking Number:	What Do USPS Tracking Statuses Mean? Remove X
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Your item was picked up at the post office at 8:45 am on August 27, 2025 in SHERMAN, TX 75090. Get More Out of USPS Tracking: USPS Tracking Plus® See More V	SHERMAN, TX 75090 August 27, 2025, 8:45 am See All Tracking History What Do USPS Tracking Statuses Mean?
Tracking Number: 92148969009997901849628032 Copy Add to Informed Delivery	Remove X
Latest Update Your item was picked up at the post office at 11:03 am on August 30, 2025 in EDGEWATER, MD 21037. Get More Out of USPS Tracking: USPS Tracking Plus® See More ✓	Delivered, Individual Picked Up at Post Office EDGEWATER, MD 21037 August 30, 2025, 11:03 am See All Tracking History What Do USPS Tracking Statuses Mean?
Tracking Number: 92148969009997901849628049 Copy Add to Informed Delivery	Remove X
Latest Update Your item was delivered to an individual at the address at 10:09 am on August 30, 2025 in FESTUS, MO 63028. Get More Out of USPS Tracking: USPS Tracking Plus®	Delivered, Left with Individual FESTUS, MO 63028 August 30, 2025, 10:09 am See All Tracking History What Do USPS Tracking Statuses Mean?
Tracking Number: 92148969009997901849628056 □ Copy	Remove X
Latest Update Your item was returned to the sender at 7:56 am on September 2, 2025 in MIDLAND, TX 79701 because the forwarding order for this address is no longer valid. Get More Out of USPS Tracking:	Alert Forward Expired MIDLAND, TX 79701 September 2, 2025, 7:56 am In Transit to Next Facility September 1, 2025 See All Tracking History
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Your item has been delivered to the original sender at 7:29 am on September 12, 2025 in MIDLAND, TX 79701. Get More Out of USPS Tracking: USPS Tracking Plus® See More ✓	Delivered, To Original Sender MIDLAND, TX 79701 September 12, 2025, 7:29 am See All Tracking History What Do USPS Tracking Statuses Mean?
Tracking Number: 92148969009997901849628070 Copy Add to Informed Delivery	Remove X
Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility. Get More Out of USPS Tracking: USPS Tracking Plus®	Moving Through Network In Transit to Next Facility, Arriving Late September 17, 2025 Departed USPS Regional Facility OKLAHOMA CITY OK DISTRIBUTION CENTER September 16, 2025, 8:09 am See All Tracking History
See More ✓ Tracking Number:	What Do USPS Tracking Statuses Mean? Remove X
92148969009997901849628087 Copy Add to Informed Delivery Latest Update	Alert Unclaimed/Being Returned to Sender
Your item could not be delivered on September 10, 2025 at 9:59 am in WACO, TX 76702. It was held for the required number of days and is being returned to the sender. Get More Out of USPS Tracking: USPS Tracking Plus®	WACO, TX 76702 September 10, 2025, 9:59 am Reminder to Schedule Redelivery of your item August 31, 2025 See All Tracking History What Do USPS Tracking Statuses Mean?
Tracking Number: 92148969009997901849628094	Remove X
Copy Add to Informed Delivery Latest Update Your item was delivered to an individual at the address at 1:07 pm on August 25, 2025 in DALLAS, TX 75229. Get More Out of USPS Tracking: USPS Tracking Plus®	Delivered Delivered, Left with Individual DALLAS, TX 75229 August 25, 2025, 1:07 pm See All Tracking History What Do USPS Tracking Statuses Mean?
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	Your item was picked up at a postal facility at 12:47 pm on August 27, 2025 in LONGWOOD, FL 32791. Get More Out of USPS Tracking:	August 27, 2025, 12:47 pm See All Tracking History What Do USPS Tracking Statuses Mean?	
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	Your item has been delivered and is available at a PO Box at 10:14 am on August 29, 2025 in LONGVIEW, TX 75601.	Delivered, PO Box LONGVIEW, TX 75601 August 29, 2025, 10:14 am See All Tracking History	
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	Your item was delivered to an individual at the address at 11:28 am on August 26, 2025 in HOUSTON, TX 77002.	HOUSTON, TX 77002 August 26, 2025, 11:28 am See All Tracking History What Do USPS Tracking Statuses Mean?	
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	Latest Update	Delivered Delivered, Individual Picked Up at Post SAN ANTONIO, TX 78209	Office
	Your item was picked up at the post office at 1:58 pm on August 27, 2025 in SAN ANTONIO, TX 78209. Get More Out of USPS Tracking:	August 27, 2025, 1:58 pm See All Tracking History What Do USPS Tracking Statuses Mean?	
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	Latest Update Your item was picked up at the post office at 1:41 pm on	Delivered Delivered, Individual Picked Up at Post HAILEY, ID 83333	Office
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	Latest Update Your item was delivered to an individual at the address at 11:31 am on August 26, 2025 in TULSA, OK 74114.	Delivered Delivered, Left with Individual TULSA, OK 74114 August 26, 2025, 11:31 am	
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	Your item was picked up at a postal facility at 10:27 am on August 27, 2025 in MIDLAND, TX 79705.	Delivered, Individual Picked Up at Posta MIDLAND, TX 79705 August 27, 2025, 10:27 am See All Tracking History	al Facility
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	cking Number: 2148969009997901849628216		Remove X
	Copy Add to Informed Delivery Latest Update		Office
	Your item was picked up at the post office at 8:59 am on September 10, 2025 in MIDLAND, TX 79701.	MIDLAND, TX 79701 September 10, 2025, 8:59 am See All Tracking History What Do USPS Tracking Statuses Mean?	
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	Latest Update	Delivered to Agent Delivered to Agent, Left with Individual HASKELL, OK 74436	
	Your item has been delivered to an agent and left with an individual at the address at 9:18 am on August 29, 2025 in HASKELL, OK 74436.	August 29, 2025, 9:18 am See All Tracking History What Do USPS Tracking Statuses Mean?	
	Get More Out of USPS Tracking: USPS Tracking Plus® See More ✓		
92	cking Number: 2148969009997901849628230 Copy Add to Informed Delivery		Remove X
	Latest Update	Delivered Delivered, Individual Picked Up at Post GARLAND, TX 75043	Office
	Your item was picked up at the post office at 12:27 pm on September 10, 2025 in GARLAND, TX 75043. Get More Out of USPS Tracking:	September 10, 2025, 12:27 pm See All Tracking History What Do USPS Tracking Statuses Mean?	
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	Latest Update Your item was delivered to an individual at the address at 10:17 am on August 26, 2025 in TULSA, OK 7/10/	Delivered Delivered, Left with Individual TULSA, OK 74104 August 26, 2025, 10:17 am	
	10:17 am on August 26, 2025 in TULSA, OK 74104. Get More Out of USPS Tracking: USPS Tracking Plus®	See All Tracking History What Do USPS Tracking Statuses Mean?	
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	Latest Update Your item was returned to the sender at 7:56 am on September 2, 2025 in MIDLAND, TX 79701 because the forwarding order for this address is no longer valid.	Alert Forward Expired MIDLAND, TX 79701 September 2, 2025, 7:56 am	
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	Latest Update Your item was picked up at the post office at 2:07 pm on	Delivered Delivered, Individual Picked Up at Post KELLER, TX 76248 August 27, 2025, 2:07 pm	Office
	August 27, 2025 in KELLER, TX 76248. Get More Out of USPS Tracking: USPS Tracking Plus®	See All Tracking History What Do USPS Tracking Statuses Mean?	
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STATE OF NEW MEXICO ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT OIL CONSERVATION DIVISION

APPLICATION FOR SURFACE COMMINGLING SUBMITTED BY BTA OIL PRODUCERS, LLC

ORDER NO. CTB-1145-A

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, leases, and wells as described in Exhibit A ("Application").
- 2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
- 3. 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.
- 4. Applicant provided notice of the Application to the Bureau of Land Management ("BLM") or New Mexico State Land Office ("NMSLO"), as applicable.
- 5. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10 C.(4)(g) NMAC.
- 6. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, 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.

CONCLUSIONS OF LAW

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

Order No. CTB-1145-A Page 1 of 4

- 9. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9 A.(5) NMAC and 19.15.23.9 A.(6) NMAC, as applicable.
- 10. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10 B.(1) NMAC or 19.15.12.10 C.(1) NMAC, as applicable.
- 11. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10 B.(3) NMAC and 19.15.12.10 C.(4)(h) NMAC.
- 12. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10 C.(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
- 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, leases, and wells as described in Exhibit A.

Applicant is authorized to store and measure oil and gas production off-lease from the pools, leases, and wells 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 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. This Order supersedes Order CTB-1145.
- 3. 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.
- 4. 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.

Order No. CTB-1145-A Page 2 of 4

- 5. 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.
- 6. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8 B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8 E. NMAC.
- 7. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10 C.(2) NMAC.
- 8. 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.
- 9. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10 C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
- 10. If a well is not included in Exhibit A but produces from a pool and lease 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.
- 11. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
- 12. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).

Order No. CTB-1145-A Page 3 of 4

13. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

DATE: 9/20/2025

STATE OF NEW MEXICO OIL CONSERVATION DIVISION

ALBERT C. S. CHANG

Albert Chang

DIRECTOR

Order No. CTB-1145-A Page 4 of 4

State of New Mexico Energy, Minerals and Natural Resources Department

Exhibit A

Order: CTB-1145-A

Operator: BTA Oil Producers, LLC

Central Tank Battery: Capitan Charlie Central Tank Battery

Central Tank Battery Location: UL C, D, Section 34, Township 16 South, Range 36 East Gas Title Transfer Meter Location: UL C, D, Section 34, Township 16 South, Range 36 East

Pools

Pool Name Pool Code WC-025 G-09 S173615C;UPPER PENN 98333

E2E2

04-16S-36E

Leases as defined in 19.15.12.7(C) NMAC				
Lease	UL or Q/Q	S-T-R		
CA Unner Denneylyanian SLO 205021 DUN 1406029	E2W2	27-16S-36E		
CA Upper Pennsylvanian SLO 205021 PUN 1406028	E2W2	22-16S-36E		
CA Upper Pennsylvanian SLO 205020 PUN 1406013	E2W2	34-16S-36E		
CA Upper Pennsylvanian SLO 205020 PUN 1400015	E2W2	03-17S-36E		
CA Upper Pennsylvanian SLO 205235 PUN 1408378	W2E2	33-16S-36E		
	W2E2	04-17S-36E		
CA Upper Pennsylvanian SLO 205233 PUN 1408385	E2E2	33-16S-36E		
	ESES	04 16C 26E		

Wells						
Well API	Well Name	UL or Q/Q	S-T-R	Pool		
30-025-53066	CAPITAN 22301 27 22 STATE COM	E2W2	22-16S-36E	98333		
	#020H	E2W2	27-16S-36E			
30-025-53067	CAPITAN 22301 34 3 STATE COM	E2W2	34-16S-36E	98333		
	#014H	E2W2	03-17S-36E			
30-025-51703	CAPITAN 22301 33 4 STATE COM	W2E2	33-16S-36E	98333		
	#011H	W2E2	04-17S-36E	90333		
30-025-51704	CAPITAN 22301 33 4 STATE COM	E2E2	33-16S-36E	98333		
	#012H	E2E2	04-17S-36E			

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 498072

CONDITIONS

Operator:	OGRID:	
BTA OIL PRODUCERS, LLC	260297	
104 S Pecos	Action Number:	
Midland, TX 79701	498072	
	Action Type:	
	[C-107] Surface Commingle or Off-Lease (C-107B)	

CONDITIONS

Created By		Condition Date
sarah.clelland	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please email us at OCD.Engineer@emnrd.nm.gov.	9/23/2025