

**BTA OIL PRODUCERS, LLC**

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

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

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

August 20, 2025

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

RE: Application for Surface Commingling

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To Whom This May Concern,

BTA Oil Producers, LLC, OGRID No. 260297, pursuant to 19.15.12.10 NMAC, is requesting administrative approval to surface commingle (pool and lease commingle) production from two wells and all future wells located at the **Hideout-Box Elder CTB** insofar as all existing and future wells drilled in the following spacing units:

- (a) The 240-acre spacing unit comprised of the S/2 NE/4 of section 24, T-17S-R35E in Lea County, New Mexico, in the WC-025 G-09 S173615C; Upper Penn [98333] is currently dedicated to the **Hideout 22115 24 13 State Com #1H** (API:30-025-51355)
- (b) The 240-acre spacing unit comprised of the S/2 NE/4 of section 24, T-17S-R35E in Lea County, New Mexico, in the WC-025 G-09 S173615C; Upper Penn [98333] is currently dedicated to the **Hideout 22115 24 13 State Com #2H** (API:30-025-51386).
- (c) The 560-acre spacing unit comprised of the S/2 NW/4 of section 24, T-17S-R35E in Lea County, New Mexico, in the WC-025 G-09 S173615C; Upper Penn [98333] and the 80-acre spacing unit comprised of the S/2 NW/4 of section 24, T-17S-R35E in Lea County, New Mexico, in the Vacuum; Cisco-Canyon East [97202] is currently dedicated to the **Box Elder 22115 State Com #3H** (API: 30-025-54291).
- (d) The 560-acre spacing unit comprised of the S/2 NW/4 of section 24, T-17S-R35E in Lea County, New Mexico, in the WC-025 G-09 S173615C; Upper Penn [98333] and the 80-acre spacing unit comprised of the S/2 NW/4 of section 24, T-17S-R35E in Lea County, New Mexico, in the Vacuum; Cisco-Canyon East [97202] is currently dedicated to the **Box Elder 22115 23 14 11 State Com #4H** (API: 30-025-54278).

The wells will be metered through individual liquid coriolis flow meters for oil and orifice meters for gas. The gas commingling will occur after individual measurement at each well. Each well on the Lands will have its own test separator with a coriolis flow meter (*Endress Hauser Corolis*) for oil and orifice meter (*ABB Total Flow*) for gas manufactured and assembled in accordance with the American Gas Association (AGA) specifications. All primary and secondary Electronic Flow Measurement (EFM) equipment is tested and calibrated by a reputable third-party measurement company in accordance with industry specifications. Information detailing each well is attached.

Please find enclosed:

- Cover Letter
- Application Checklist
- Form C-107B
- Commingling Summary Page
- Exhibit A: Process Flow Diagram
- CTB Layout Diagram
- Lease Map
- Form C-102 for each well
- State Land Office Application
- Communitization Agreement
- Copy of letter sent certified to all involved parties
- List of all involved parties.
- Affidavit of Publication

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

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

Respectfully,

*Michelle Sena*

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

Revised March 23, 2017

RECEIVED:	REVIEWER:	TYPE:	APP NO:
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ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

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



**ADMINISTRATIVE APPLICATION CHECKLIST**

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

**Applicant:** BTA Oil Producers, LLC **OGRID Number:** 260297  
**Well Name:** Hideout 22115 24 13 State Com #1, #2 ,  
Box Elder 22115 24 13 State Com #3H & Box Elder 22115 State Com #4H **API:** 30-025-51355, 30-025-51386,  
 30-025-54291, 30-025-54278  
**Pool:** WC-025 G-09 S173615C; Upper Penn , Vacuum; Cisco Canyon East **Pool Code:** 98333, 97202

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

- 1) **TYPE OF APPLICATION:** Check those which apply for [A]
- A. Location – Spacing Unit – Simultaneous Dedication  
☐ NSL ☐ NSP (PROJECT AREA) ☐ NSP (PRORATION UNIT) ☐ SD
- B. Check one only for [ I ] or [ II ]
- [ I ] Commingling – Storage – Measurement  
☐ DHC ☐ CTB ☐ PLC ☐ PC ☐ OLS ☐ OLM
- [ II ] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery  
☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR
- 2) **NOTIFICATION REQUIRED TO:** Check those which apply.
- A. ☐ Offset operators or lease holders  
 B. ☐ Royalty, overriding royalty owners, revenue owners  
 C. ☐ Application requires published notice  
 D. ☐ Notification and/or concurrent approval by SLO  
 E. ☐ Notification and/or concurrent approval by BLM  
 F. ☐ Surface owner  
 G. ☐ For all of the above, proof of notification or publication is attached, and/or,  
 H. ☐ No notice required

**FOR OCD ONLY**

- ☐ Notice Complete  
☐ Application  
 Content  
 Complete

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

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

Michelle Sena

Print or Type Name

Signature

08/05/2025

Date

432-682-3753

Phone Number

msena@btaoil.com

e-mail Address

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

State of New Mexico  
Energy, Minerals and Natural Resources Department

Form C-107-B  
Revised August 1, 2011

**OIL CONSERVATION DIVISION**

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

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

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

**APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)**

OPERATOR NAME: BTA Oil Producers, LLC  
OPERATOR ADDRESS: 104 S Pecos, Midland, TX 79701  
APPLICATION TYPE:

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

LEASE TYPE: ☐ Fee ☒ State ☐ Federal

Is this an Amendment to existing Order? ☐ Yes ☐ No If "Yes", please include the appropriate Order No. \_\_\_\_\_  
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling  
☐ Yes ☒ No (SLO has been notified)

**(A) POOL COMMINGLING**

Please attach sheets with the following information

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

- (2) Are any wells producing at top allowables? ☐ Yes ☐ No  
(3) Has all interest owners been notified by certified mail of the proposed commingling? ☐ Yes ☐ No.  
(4) Measurement type: ☐ Metering ☐ Other (Specify)  
(5) Will commingling decrease the value of production? ☐ Yes ☐ No If "yes", describe why commingling should be approved

**(B) LEASE COMMINGLING**

Please attach sheets with the following information

- (1) Pool Name and Code.  
(2) Is all production from same source of supply? ☒ Yes ☐ No  
(3) Has all interest owners been notified by certified mail of the proposed commingling? ☒ Yes ☐ No  
(4) Measurement type: ☒ Metering ☐ Other (Specify)

**(C) POOL and LEASE COMMINGLING**

Please attach sheets with the following information

- (1) Complete Sections A and E.

**(D) OFF-LEASE STORAGE and MEASUREMENT**

Please attached sheets with the following information

- (1) Is all production from same source of supply? ☐ Yes ☐ No  
(2) Include proof of notice to all interest owners.

**(E) ADDITIONAL INFORMATION (for all application types)**

Please attach sheets with the following information

- (1) A schematic diagram of facility, including legal location.  
(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.  
(3) Lease Names, Lease and Well Numbers, and API Numbers.

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

SIGNATURE: Michelle Sena TITLE: Production Analyst DATE: 08/05/2025  
TYPE OR PRINT NAME Michelle Sena TELEPHONE NO.: 432-682-3753  
E-MAIL ADDRESS: msena@btaoil.com



## APPLICATION FOR POOL LEASE COMMINGLING/CTB/ON LEASE MEASUREMENT AND SALES

### Commingling procedure for Hideout 22115 24 13 State Com #1H, #2H and Box Elder 22115 State Com #3, Box Elder 22115 23 14 11 State Com #4 leases at the Hideout-Box Elder CTB

BTA Oil Producers, LLC is requesting approval for surface lease commingling for current and future production from 4 wells located on state leases below at the Hideout CTB in Sec. 24, T-17S-R35E, Lea, County, New Mexico.

POOL	API	WELL NAME	WELL NUMBER	OCD UNIT LETTER	SECTION	TOWNSHIP	RANGE	DATE ONLINE	OIL (MBOD)	GAS (MCFD)	GRAVITY	WATER
[97202] VACUUM; CISCO-CANYON EAST, [98333] WC-025 G-09 S173615C; UPPER PENN	30-025-54291	BOX ELDER 22115 STATE COM	3H	E	24	17S	35E	NEW DRILL	±500	±500	51	±2800
[97202] VACUUM; CISCO-CANYON EAST, [98333] WC-025 G-09 S173615C; UPPER PENN	30-025-54278	BOX ELDER 22115 23 14 11 STATE COM	4H	E	24	17S	35E	NEW DRILL	±500	±500	51	±2800
[98333] WC-025 G-09 S173615C; UPPER PENN	30-025-51355	HIDEOUT 22115 24 13 STATE COM	1H	H	24	17S	35E	NEW DRILL	±500	±500	49	±1700
[98333] WC-025 G-09 S173615C; UPPER PENN	30-025-51386	HIDEOUT 22115 24 13 STATE COM	2H	G	24	17S	35E	NEW DRILL	±600	±600	49	±2500

#### Future Additions:

Pursuant to Statewide Rule 19.15.12.10 C(4)(g), BTA Oil Producers respectfully requests the option to include additional leases or pools within the defined parameters set forth in the Order for future additions.

#### Oil, Gas and Water Metering:

The production for the 4 wells will come to its own separator. From the separator, production will be as follows:

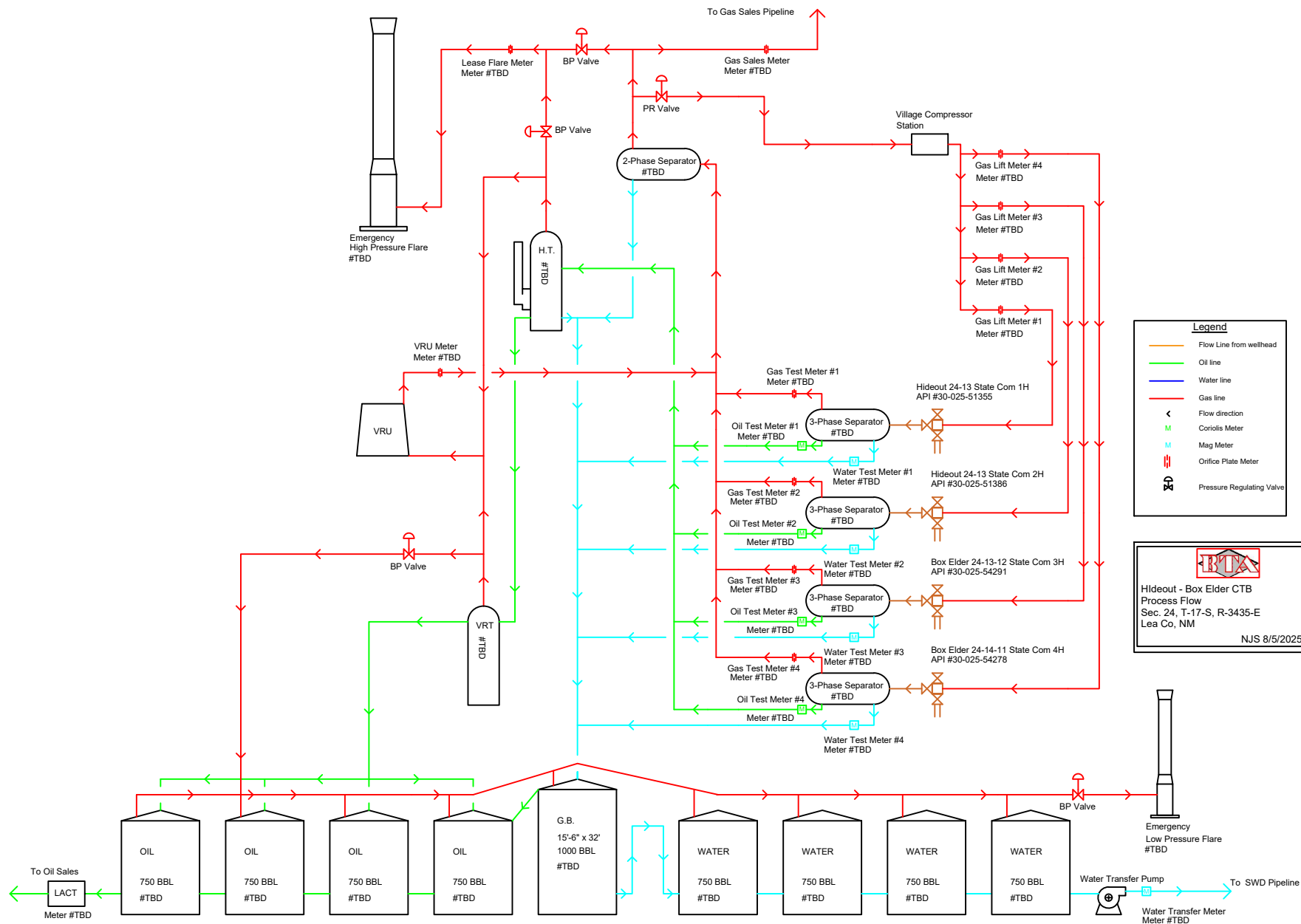
The wells will be metered through individual liquid coriolis flow meters (*Endress Hauser Corolis*) for oil and orifice meters (*ABB Total Flow*) for gas. The gas commingling will occur after individual measurement at each well. Gas exiting each well test flows into one gathering line, as depicted on **Exhibit A**, the gas gathering line. Each well on the Lands will have its own test separator with a coriolis flow meter for oil and orifice meter for gas manufactured and assembled in accordance with the American Gas Association (AGA) specifications. All primary and secondary Electronic Flow Measurement (EFM) equipment is tested and calibrated by a reputable third-party measurement company in accordance with industry specifications.

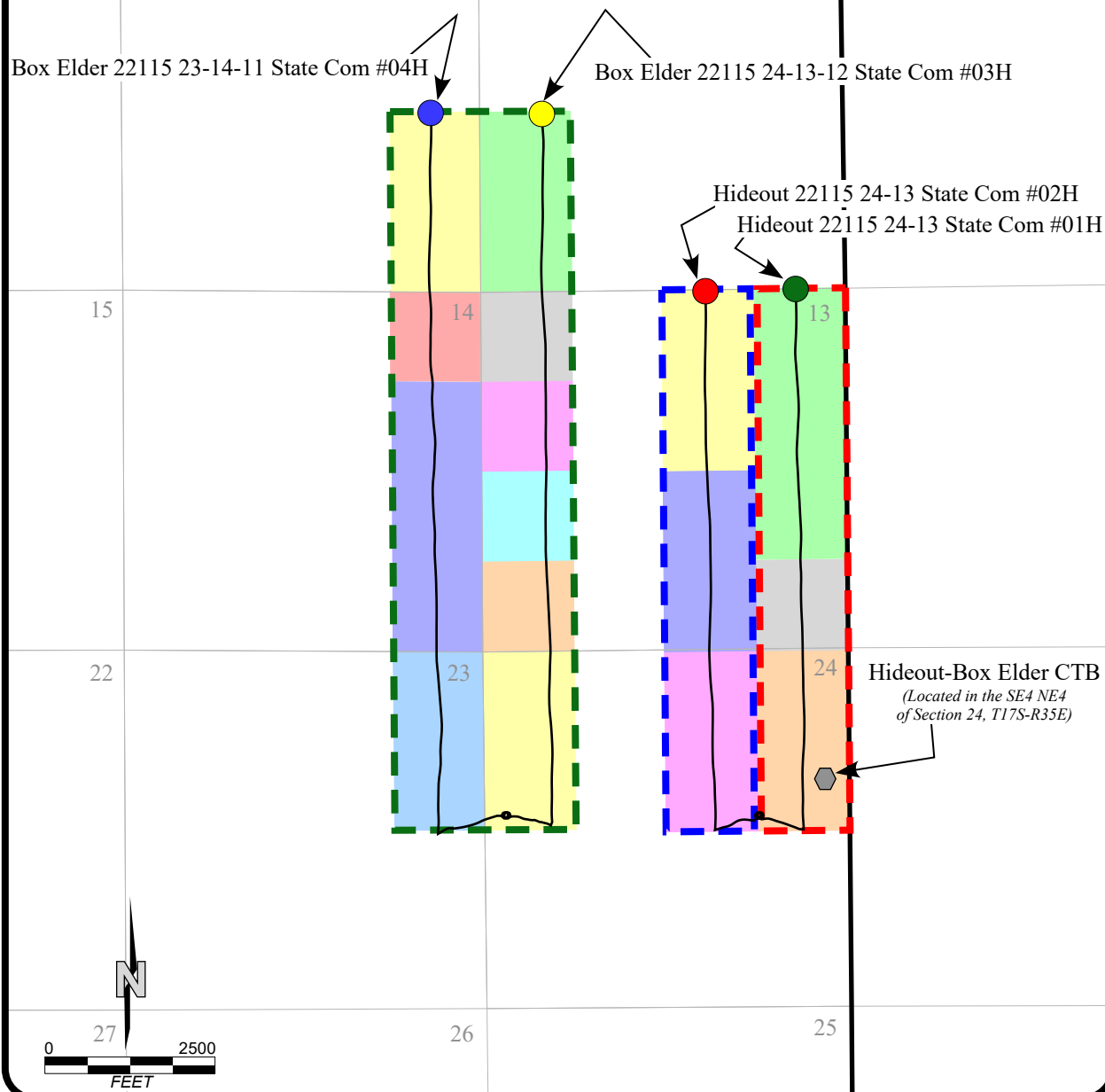
Gas samples are obtained at the time of the meter testing and calibration and the composition and heating value are determined by a laboratory in accordance with the

American Petroleum Institute (API) specifications to ensure accurate volume and energy (MMBTU) determinations.

The flow stream from each wellhead is demonstrated in the Process Flow Diagram (PFD) attached as **Exhibit A** hereto. The PFD shows that the water, oil and gas leave the wellbore and flow into a wellhead test separator which separates each stream. The oil is measured via the coriolis flow meter on each individual well and is calibrated periodically by a third-party measurement company for accuracy. After the oil is individually metered by coriolis flow meters at each well it can be comingled into a heater treater then into the stock tanks or, each well can be isolated into its own individual tank for testing purposes. The gas is measured on a volume and MMBTU basis by an orifice meter on each individual well and supporting EFM equipment in accordance with API Chapter 21.1. The gas is then sent into a gathering line where it is comingled with each of the other well's metered gas. The gathering line is then metered by another orifice meter at the tank battery check meter to show the total volume of gas leaving the tank battery. The tank battery meter is tested and calibrated in accordance with industry specifications and volume and energy and determined on an hourly, daily and monthly basis. Once the gas exits the final tank battery sales check it travels directly into a third-party sales connect meter. The third-party gas gatherer has its own meter that measures the gas for custody transfer and that meter is also calibrated periodically to ensure measurement accuracy.

EXHIBIT A



**T17S-R35E****BTA Oil Producers, LLC**

**Hideout 22115 24-13 State Com #1H and #2H,  
Box Elder 22115 24-13-12 State Com #03H and  
Box Elder 22115 23-14-11 State Com #04H**

**Spacing Units****LEGEND****Well Symbols:**

- Hideout 22115 24-13 State Com #1H
- Hideout 22115 24-13 State Com #2H
- Box Elder 22115 24-13-12 State Com #03H
- Box Elder 22115 23-14-11 State Com #04H

SLO ——— BHL

**Unit Descriptions:**

- 240 Acre Spacing Unit for the Hideout 22115 24-13 State Com #01H Well Covering the E2 NE4, NE4 SE4 and SE4 SE4 of Section 13, T-17-S, R-35-E, N.M.P.M., and the E2 NE4 of Section 24, T-17-S, R-35-E, N.M.P.M., Lea County, New Mexico

- Tract 1: State of NM VA-1351-5
- Tract 2: State of NM B0-1861-0
- Tract 3: State of NM B0-2531-8

- 240 Acre Spacing Unit for the Hideout 22115 24-13 State Com #02H Well Covering the W2 NE4 and W2 SE4 of Section 13, T-17-S, R-35-E, N.M.P.M., and the W2 NE4 of Section 24, T-17-S, R-35-E, N.M.P.M., Lea County, New Mexico

- Tract 1: State of NM VA-1351-5
- Tract 2: State of NM E0-7567-7
- Tract 3: State of NM B0-2531-8

- 640 Acre Spacing Unit for the Box Elder 22115 24-13-12 State Com #03H and the Box Elder 22115 23-14-11 State Com #04H Wells Covering the E2 SE4 of Section 11, W2 SW4 of Section 12, W2 W2 of Section 13, E2 E2 of Section 14, E2 NE4 of Section 23 and W2 NW4 of Section 24, T-17-S, R-35-E, N.M.P.M., Lea County, New Mexico

- Tract 1: State of NM VA-1285-1
- Tract 2: State of NM VA-1351-5
- Tract 3: State of NM B0-1606-0
- Tract 4: State of NM VC-0960-0
- Tract 5: State of NM E0-7567-7
- Tract 6: State of NM VC-1095-0
- Tract 7: State of NM VC-0712-1
- Tract 8: State of NM LG-2051-1
- Tract 9: State of NM VC-1295-1
- Tract 10: State of NM VC-1293-1

EXHIBIT "A"

NM-LE-0001.00080  
LEA COUNTY, NEW MEXICO  
BTA OIL PRODUCERS, LLC  
HIDEOUT 22115 24-13 STATE COM  
PROPOSED SURFACE SITE

SHEET 1 OF 2

FIELD NOTES DESCRIBING

*A proposed surface site containing 2.07 acres of land. Said surface site being located in Section 24, Township 17 South, Range 35 East, New Mexico Principal Meridian, Lea County, New Mexico.*

Being more particularly described as lying 15 feet on each side of the following described centerline:

*BEGINNING* at a point from which a 1/2 inch iron rod found for the East quarter corner of said Section 24 bears S 68°43'32" E a distance of 388.26 feet.

(SE/4 OF THE NE/4)  
THENCE continuing across the Southeast quarter of the Northeast quarter of said Section 24 the following courses and distances:

WEST a distance of 300.00 feet to the Southwest corner of described tract,  
NORTH a distance of 300.00 feet to the Northwest corner of described tract,  
EAST a distance of 300.00 feet to the Northeast corner of described tract, and  
SOUTH a distance of 300.00 feet feet to the *PLACE OF BEGINNING*.

The area of the described permanent surface site in said Southeast quarter of the Northeast quarter of Section 24 containing 2.07 acres of land.

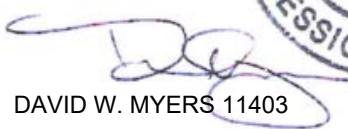
All bearings and coordinates refer to NAD 83, New Mexico State Plane Coordinate System, East Zone, U.S. Survey Feet. (All bearings, distances, coordinates and areas are grid measurements utilizing a combined scale factor of 0.99981955 and a convergence angle of 0.50466944°.)


Title information furnished by BTA Oil Producers, LLC.

Reference accompanying Certificate of Survey prepared in conjunction with this legal description for easement.

STATE OF NEW MEXICO  
COUNTY OF LEA  
*I, David W. Myers, New Mexico Professional Surveyor No. 11403 do hereby certify that this easement survey plat and the actual survey on the ground upon which it is based were performed by me or under my direct supervision; that I am responsible for this survey; that this survey meets the minimum standards for surveying in New Mexico; and that it is true and correct to the best of my knowledge and belief. I further certify that this survey is not a land division or subdivision as defined in the New Mexico Subdivision Act and that this instrument is an easement survey plat crossing an existing tract or tracts.*

SEPTEMBER 21, 2022

  
DAVID W. MYERS 11403



JOB No. R4282\_002

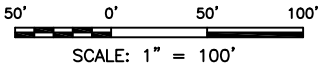
TRACT No. NM-LE-0001.00080

HIDEOUT 22115 24-13 STATE COM

PROPOSED SURFACE SITE

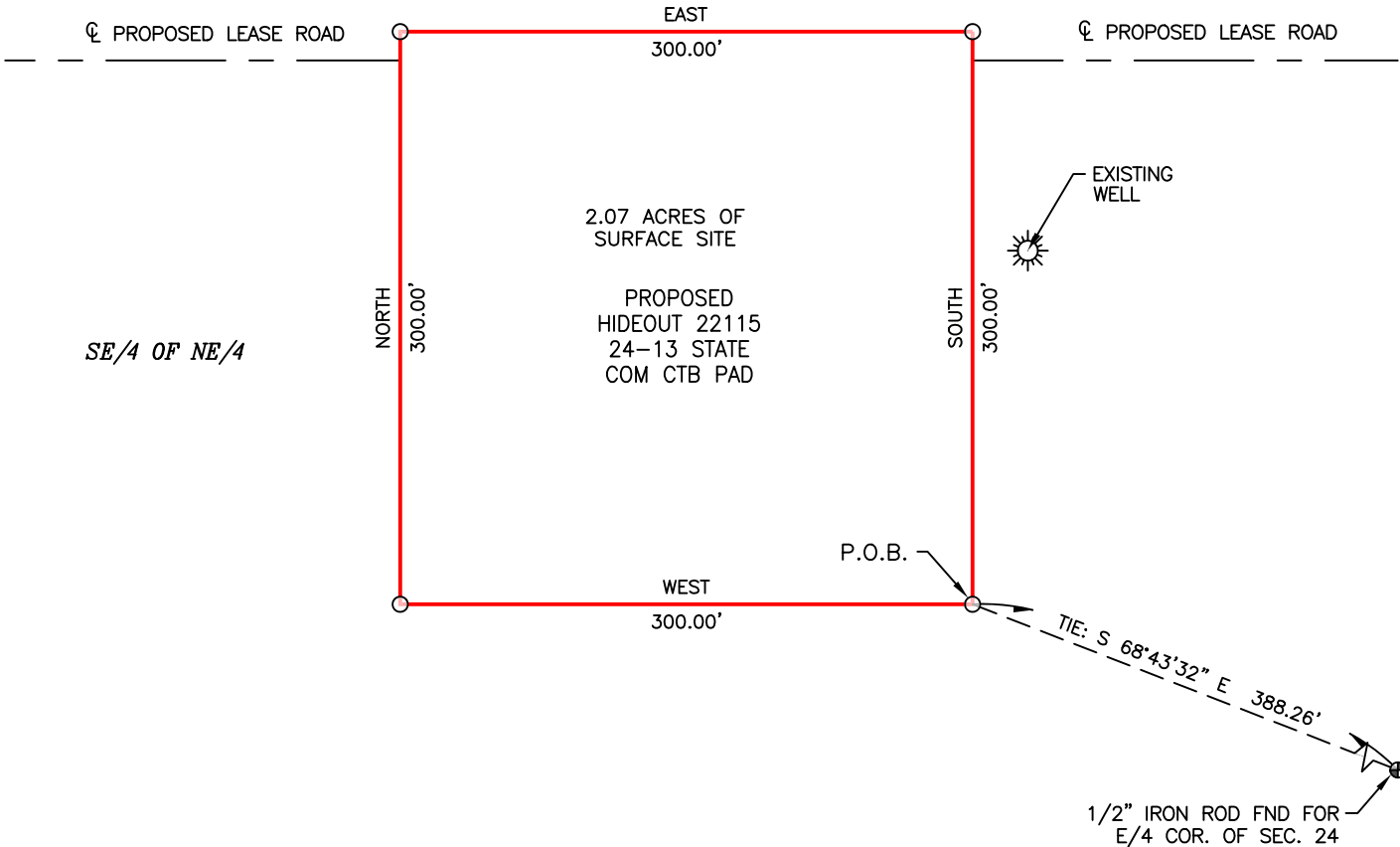
SECTION 24, T-17-S, R-35-E, N.M.P.M.,

LEA COUNTY, NEW MEXICO



SECTION 24,  
T-17-S, R-35-E

NM-LE-0001.00080  
STATE OF NEW  
MEXICO

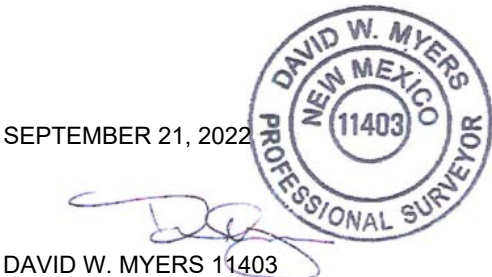


BTA OIL  
PRODUCERS, LLC

EASEMENT DESCRIPTION

PROPOSED SURFACE SITE CONTAINING 2.07 ACRES OF LAND IN THE  
SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; SECTION 24,  
TOWNSHIP 17 SOUTH, RANGE 35 EAST, NEW MEXICO PRINCIPAL  
MERIDIAN, LEA COUNTY, NEW MEXICO.

STAMP



CERTIFICATION

I, DAVID W. MYERS NEW MEXICO PROFESSIONAL SURVEYOR NO. 11403, DO HEREBY CERTIFY  
THAT THIS EASEMENT SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH  
IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM  
RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR  
SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY  
KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION  
OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND THAT THIS  
INSTRUMENT IS AN EASEMENT SURVEY PLAT CROSSING AN EXISTING TRACT OR TRACTS.

NOTES

BASIS OF BEARING  
ALL BEARINGS AND COORDINATES REFER TO NAD 83, NEW MEXICO STATE PLANE COORDINATE  
SYSTEM, EAST ZONE, U.S. SURVEY FEET. (ALL BEARINGS, DISTANCES, COORDINATES AND  
AREAS ARE GRID MEASUREMENTS UTILIZING A COMBINED SCALE FACTOR OF 0.99981955 AND A  
CONVERGENCE ANGLE OF 0.50466944°.)

LEGEND

- PERMANENT EASEMENT
- EXISTING WATERLINE
- CENTERLINE OF LEASE ROAD
- EDGE OF ROAD
- FENCE
- PAD LINE
- LOT/QUARTER LINE
- PROPOSED CENTERLINE
- EXISTING PIPELINES
- OVERHEAD POWERLINE
- SURVEY/SECTION LINE
- TOWNSHIP/RANGE LINE
- FOUND MONUMENT
- CALCULATED MONUMENT

PLAT FOR A PROPOSED SURFACE SITE ON THE PROPERTY OF

STATE OF NEW  
MEXICO

LEA COUNTY, NEW MEXICO

DATE SURVEYED: 07/13/2022

REV.	DATE	DESCRIPTION	BY	CHKD
SHEET 2 OF 2				
DRAWN BY: DEF				
DATE DRAWN: 07/24/2022				
CHECKED BY: MWS				



510 TRENTON ST., UNIT B,  
WEST MONROE, LA 71291  
(318) 323-6900  
FAX (318) 362-0064

<b>C-102</b>  Submit Electronically Via OCD Permitting	<b>State of New Mexico</b> <b>Energy, Minerals, &amp; Natural Resources Department</b> <b>OIL CONSERVATION DIVISION</b>	Revised July 9, 2024 PAGE 1 OF 2
		Submittal Type: <input type="checkbox"/> Initial Submittal <input type="checkbox"/> Amended Report <input checked="" type="checkbox"/> As Drilled

**WELL LOCATION INFORMATION**

API Number 30-025-51355	Pool Code 98333	Pool Name WC-025 G-09 S173615C, UPPER PENN
Property Code 333926	Property Name HIDEOUT 22115 24-13 STATE COM	Well Number 1H
OGRID No. 260297	Operator Name BTA OIL PRODUCERS, LLC	Ground Level Elevation 3903'
Surface Owner: <input checked="" type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input type="checkbox"/> Federal		Mineral Owner: <input checked="" type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input type="checkbox"/> Federal

**Surface Location**

UL H	Section 24	Township 17S	Range 35E	Lot	Ft. from N/S 2400' FNL	Ft. from E/W 1305' FEL	Latitude (NAD83) 32.82091698	Longitude (NAD83) -103.40663778	County LEA
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**Bottom Hole Location**

UL A	Section 13	Township 17S	Range 35E	Lot	Ft. from N/S 32' FNL	Ft. from E/W 654' FEL	Latitude (NAD83) 32.84196817	Longitude (NAD83) -103.40454406	County LEA
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Dedicated Acres 240.00	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers:			Well setbacks are under Common Ownership: <input type="checkbox"/> Yes <input type="checkbox"/> No	

**Kick Off Point (KOP)**

UL H	Section 24	Township 17S	Range 35E	Lot	Ft. from N/S 2576' FNL	Ft. from E/W 677' FEL	Latitude (NAD83) 32.82042524	Longitude (NAD83) -103.40459337	County LEA
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**First Take Point (FTP)**

UL H	Section 24	Township 17S	Range 35E	Lot	Ft. from N/S 2280' FNL	Ft. from E/W 684' FEL	Latitude (NAD83) 32.82123911	Longitude (NAD83) -103.40461664	County LEA
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**Last Take Point (LTP)**

UL A	Section 13	Township 17S	Range 35E	Lot	Ft. from N/S 102' FNL	Ft. from E/W 653' FEL	Latitude (NAD83) 32.84177679	Longitude (NAD83) -103.40454025	County LEA
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Unitized Area or Area of Uniform Interest	Spacing Unit Type: <input checked="" type="checkbox"/> Horizontal <input type="checkbox"/> Vertical	Ground Floor Elevation 3903'
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**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 or obtained a compulsory pooling order from the division.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

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. Data used for underground measurements were provided by others for reference only and does not constitute field measurements performed by Delta Field Services



Signature and Seal of Professional Surveyor

Certificate Number

21653

Date of Survey

MAY 05, 2025

Note: 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.



## ACREAGE DEDICATION PLATS

## HIDEOUT 22115 24-13 STATE COM 1H

PAGE 2 OF 2

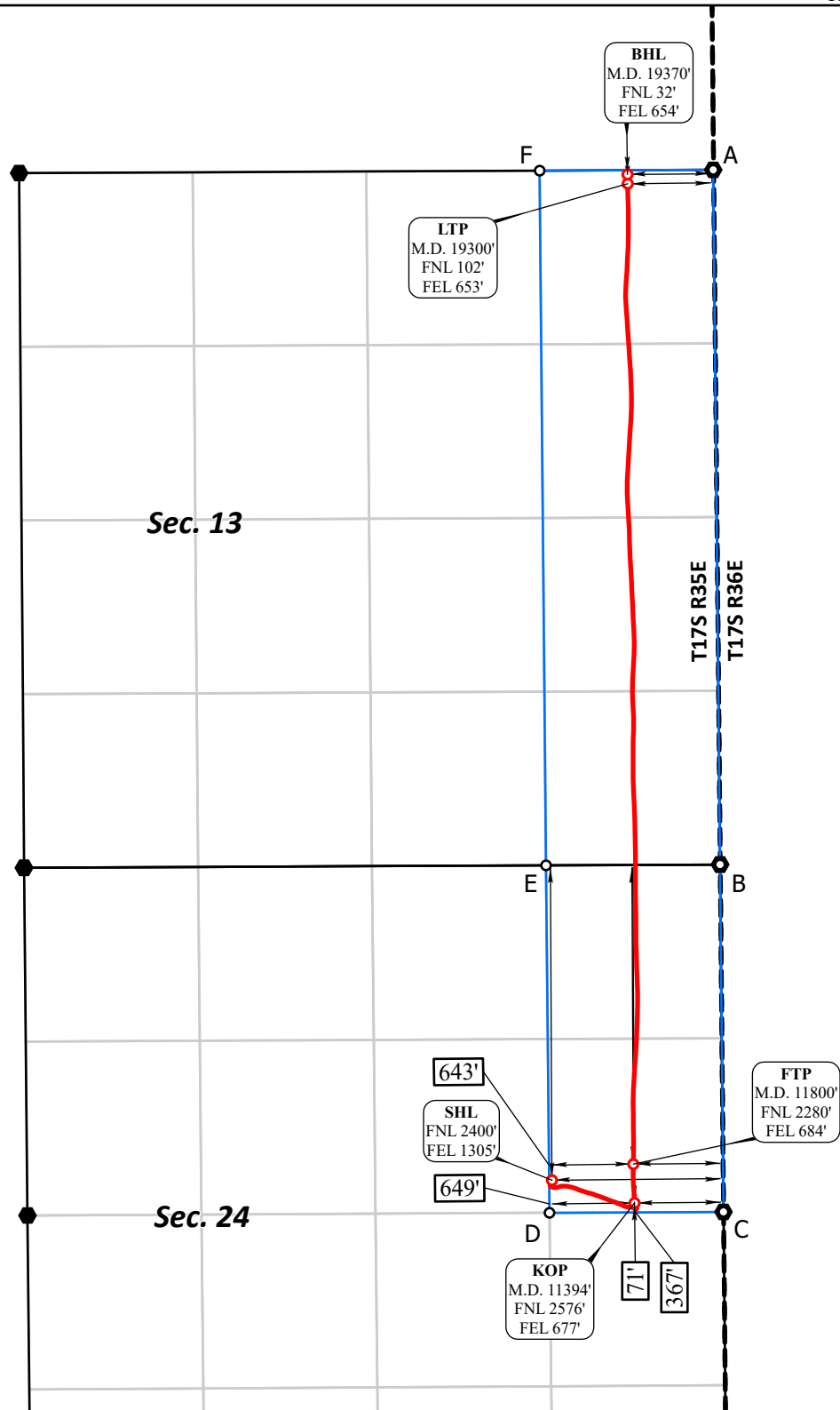
**BHL**  
FNL 32' FEL 654', SECTION 13  
**NAD 83, SPCS NM EAST**  
X:826594.23' / Y:671295.07'  
LAT:32.84196817 / LON:-103.40454406  
**NAD 27, SPCS NM EAST**  
X:785415.66' / Y:671230.58'  
LAT:32.84184735 / LON:-103.40404816

**LTP**  
FNL 102' FEL 653', SECTION 13  
**NAD 83, SPCS NM EAST**  
X:826596.02' / Y:671225.45'  
LAT:32.84177679 / LON:-103.40454025  
**NAD 27, SPCS NM EAST**  
X:785417.44' / Y:671160.96'  
LAT:32.84165597 / LON:-103.40404436

**FTP**  
FNL 2280' FEL 684', SECTION 24  
**NAD 83, SPCS NM EAST**  
X:826638.23' / Y:663752.90'  
LAT:32.82123911 / LON:-103.40461664  
**NAD 27, SPCS NM EAST**  
X:785459.44' / Y:663688.57'  
LAT:32.82111812 / LON:-103.40412154

**KOP**  
FNL 2576' FEL 677', SECTION 24  
**NAD 83, SPCS NM EAST**  
X:826647.98' / Y:663456.84'  
LAT:32.82042524 / LON:-103.40459337  
**NAD 27, SPCS NM EAST**  
X:785469.19' / Y:663392.52'  
LAT:32.82030424 / LON:-103.40409830

**SHL**  
FNL 2400' FEL 1305', SECTION 24  
**NAD 83, SPCS NM EAST**  
X:826018.34' / Y:663630.24'  
LAT:32.82091698 / LON:-103.40663778  
**NAD 27, SPCS NM EAST**  
X:784839.55' / Y:663565.90'  
LAT:32.82079593 / LON:-103.40614264



**CORNER COORDINATES**  
**NAD 83, SPCS NM EAST**  
A - X: 827247.53' / Y:671330.41'  
B - X: 827299.70' / Y:666036.43'  
C - X: 827325.78' / Y:663389.44'  
D - X: 825999.32' / Y:663382.16'  
E - X: 825972.86' / Y:666030.12'  
F - X: 825924.42' / Y:671324.32'

**CORNER COORDINATES**  
**NAD 27, SPCS NM EAST**  
A - X: 786068.95' / Y:671265.94'  
B - X: 786120.97' / Y:665972.08'  
C - X: 786146.98' / Y:663325.15'  
D - X: 784820.53' / Y:663317.82'  
E - X: 784794.15' / Y:665965.73'  
F - X: 784745.85' / Y:671259.81'



○ Drill Line Events    ● Section Corners    — Drill Line    ⇨ Dimension Lines    □ Federal Leases    □ Project Area    ○ Project Area Corners

JOB No. R4282\_001  
REV 2 ANC 5/1/2025

Distances/areas relative to NAD 83 grid measurements. Combined Scale Factor: 0.99981955 and a Convergence Angle: 0.50466944°

<b>C-102</b>  Submit Electronically Via OCD Permitting	<b>State of New Mexico</b> <b>Energy, Minerals, &amp; Natural Resources Department</b> <b>OIL CONSERVATION DIVISION</b>	Revised July 9, 2024 PAGE 1 OF 2
		Submittal Type: <input type="checkbox"/> Initial Submittal <input type="checkbox"/> Amended Report <input checked="" type="checkbox"/> As Drilled

**WELL LOCATION INFORMATION**

API Number <b>30-025-51386</b>	Pool Code <b>98333</b>	Pool Name <b>WC-025 G-09 S173615C, UPPER PENN</b>
Property Code <b>333926</b>	Property Name <b>HIDEOUT 22115 24-13 STATE COM</b>	Well Number <b>2H</b>
OGRID No. <b>260297</b>	Operator Name <b>BTA OIL PRODUCERS, LLC</b>	Ground Level Elevation <b>3903'</b>
Surface Owner: <input checked="" type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input type="checkbox"/> Federal		Mineral Owner: <input checked="" type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input type="checkbox"/> Federal

**Surface Location**

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude (NAD83)	Longitude (NAD83)	County
G	24	17S	35E		2400' FNL	1335' FEL	32.82091770	-103.40673543	LEA

**Bottom Hole Location**

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude (NAD83)	Longitude (NAD83)	County
B	13	17S	35E		48' FNL	1971' FEL	32.84193933	-103.40883302	LEA

Dedicated Acres <b>240.00</b>	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers:			Well setbacks are under Common Ownership: <input type="checkbox"/> Yes <input type="checkbox"/> No	

**Kick Off Point (KOP)**

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude (NAD83)	Longitude (NAD83)	County
G	24	17S	35E		2569' FNL	1966' FEL	32.82046013	-103.40878969	LEA

**First Take Point (FTP)**

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude (NAD83)	Longitude (NAD83)	County
G	24	17S	35E		2300' FNL	1958' FEL	32.82119931	-103.40876300	LEA

**Last Take Point (LTP)**

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude (NAD83)	Longitude (NAD83)	County
B	13	17S	35E		104' FNL	1971' FEL	32.84178584	-103.40883400	LEA

Unitized Area or Area of Uniform Interest	Spacing Unit Type: <input checked="" type="checkbox"/> Horizontal <input type="checkbox"/> Vertical	Ground Floor Elevation <b>3903'</b>
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**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 or obtained a compulsory pooling order from the division.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

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. Data used for underground measurements were provided by others for reference only and does not constitute field measurements performed by Delta Field Services



Signature and Seal of Professional Surveyor

Certificate Number

**21653**

Date of Survey

**MAY 05, 2025**

Note: 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.

## ACREAGE DEDICATION PLATS

## HIDEOUT 22115 24-13 STATE COM 2H

PAGE 2 OF 2

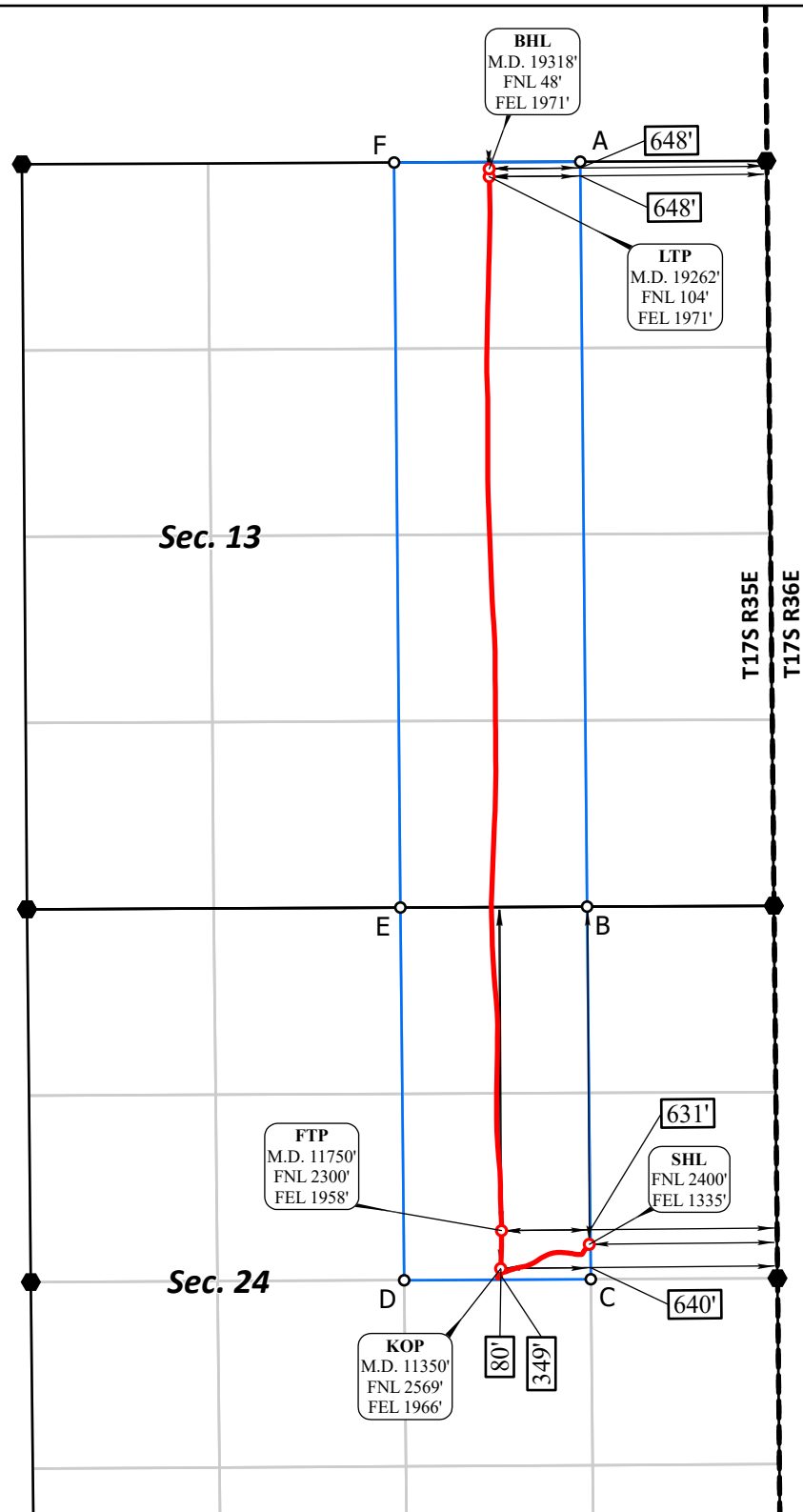
**BHL**  
FNL 48' FEL 1971', SECTION 13  
**NAD 83, SPCS NM EAST**  
X:825277.02' / Y:671273.02'  
LAT:32.84193933 / LON:-103.40883302  
**NAD 27, SPCS NM EAST**  
X:784098.45' / Y:671208.49'  
LAT:32.84181841 / LON:-103.40833701

**LTP**  
FNL 104' FEL 1971', SECTION 13  
**NAD 83, SPCS NM EAST**  
X:825277.21' / Y:671217.17'  
LAT:32.84178584 / LON:-103.40883400  
**NAD 27, SPCS NM EAST**  
X:784098.64' / Y:671152.64'  
LAT:32.84166492 / LON:-103.40833800

**FTP**  
FNL 2300' FEL 1958', SECTION 24  
**NAD 83, SPCS NM EAST**  
X:825364.55' / Y:663727.24'  
LAT:32.82119931 / LON:-103.40876300  
**NAD 27, SPCS NM EAST**  
X:784185.77' / Y:663662.88'  
LAT:32.82107821 / LON:-103.40826779

**KOP**  
FNL 2569' FEL 1966', SECTION 24  
**NAD 83, SPCS NM EAST**  
X:825358.70' / Y:663458.23'  
LAT:32.82046013 / LON:-103.40878969  
**NAD 27, SPCS NM EAST**  
X:784179.91' / Y:663393.87'  
LAT:32.82033902 / LON:-103.40829451

**SHL**  
FNL 2400' FEL 1335', SECTION 24  
**NAD 83, SPCS NM EAST**  
X:825988.34' / Y:663630.24'  
LAT:32.82091770 / LON:-103.40673543  
**NAD 27, SPCS NM EAST**  
X:784809.55' / Y:663565.90'  
LAT:32.82079665 / LON:-103.40624028

**CORNER COORDINATES  
NAD 83, SPCS NM EAST**

A - X: 825924.42' / Y:671324.32'  
B - X: 825972.86' / Y:666030.12'  
C - X: 825999.32' / Y:663382.16'  
D - X: 824672.87' / Y:663374.87'  
E - X: 824646.03' / Y:666023.82'  
F - X: 824601.31' / Y:671318.24'

**CORNER COORDINATES  
NAD 27, SPCS NM EAST**

A - X: 784745.85' / Y:671259.81'  
B - X: 784794.15' / Y:665965.73'  
C - X: 784820.53' / Y:663317.82'  
D - X: 783494.08' / Y:663310.48'  
E - X: 783467.32' / Y:665959.37'  
F - X: 783422.74' / Y:671253.68'



○ Drill Line Events    ● Section Corners    — Drill Line    — Dimension Lines    — Federal Leases    — Project Area    ○ Project Area Corners

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

JOB No. R4282\_001  
REV 2 ANC 5/1/2025

Distances/areas relative to NAD 83 grid measurements. Combined Scale Factor: 0.99981955 and a Convergence Angle: 0.50466944°

<b>C-102</b>  Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals, & Natural Resources Department <b>OIL CONSERVATION DIVISION</b>	Revised July 9, 2024
		Submittal Type: <input type="checkbox"/> Initial Submittal <input checked="" type="checkbox"/> Amended Report <input type="checkbox"/> As Drilled

**WELL LOCATION INFORMATION**

API Number 30-025-54291	Pool Code [97202]	Pool Name VACUUM;CISCO-CANYON, NORTHEAST
Property Code 336924	Property Name BOX ELDER 22115 STATE COM	Well Number 03H
OGRID No. 260297	Operator Name BTA OIL PRODUCERS, LLC	Ground Level Elevation 3912'
Surface Owner: <input checked="" type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input type="checkbox"/> Federal		Mineral Owner: <input checked="" type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input type="checkbox"/> Federal

**Surface Location**

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
E	24	17S	35E		2400' FNL	330' FWL	32.82095711	-103.41858990	LEA

**Bottom Hole Location**

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
L	12	17S	35E		2590' FSL	990' FWL	32.84921693	-103.41643590	LEA

Dedicated Acres 80	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers: <b>NSP-2247</b>			Well setbacks are under Common Ownership: <input type="checkbox"/> Yes <input type="checkbox"/> No	

**Kick Off Point (KOP)**

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
E	24	17S	35E		2590' FNL	990' FWL	32.82042781	-103.41644078	LEA

**First Take Point (FTP)**

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
E	24	17S	35E		2540' FNL	990' FWL	32.82056523	-103.41644099	LEA

**Last Take Point (LTP)**

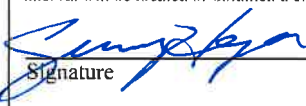
UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
L	12	17S	35E		2540' FSL	990' FWL	32.84907951	-103.41643567	LEA

Unitized Area or Area of Uniform Interest	Spacing Unit Type: <input checked="" type="checkbox"/> Horizontal <input type="checkbox"/> Vertical	Ground Floor Elevation 3912'
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**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 or obtained a compulsory pooling order from the division.

 1/10/2025  
Signature Date  
Sammy Hajar  
Printed Name  
SHAJAR@BTAOIL.COM  
Email Address

**SURVEYOR CERTIFICATIONS**

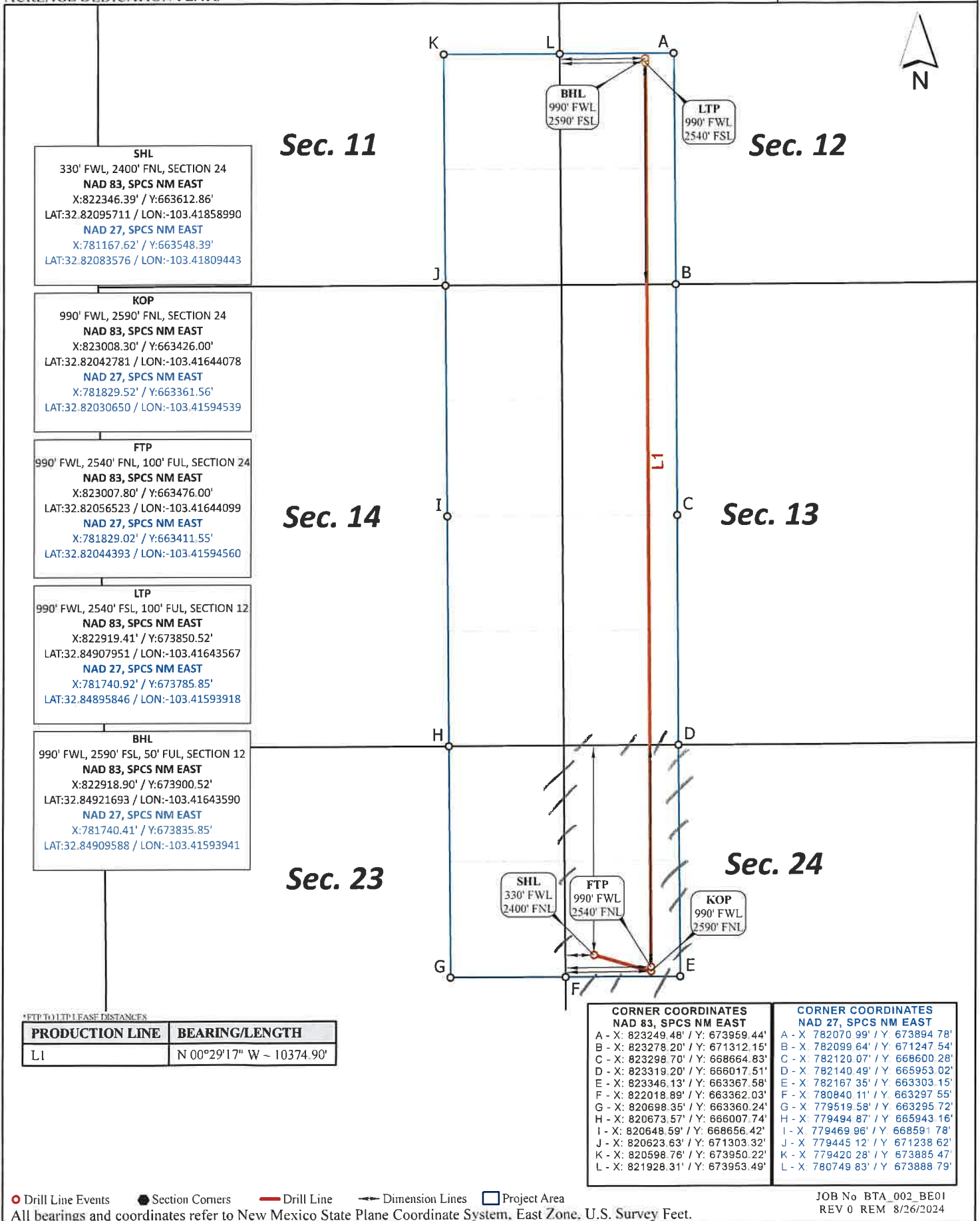
I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.



Certificate Number 21653  
Date of Survey AUGUST 28, 2024

Note: 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.

## ACREAGE DEDICATION PLATS

BOX ELDER 22115 24-13-12 STATE COM  
03H



<b>C-102</b>  Submit Electronically Via OCD Permitting	<b>State of New Mexico</b> <b>Energy, Minerals, &amp; Natural Resources Department</b> <b>OIL CONSERVATION DIVISION</b>	Revised July 9, 2024
		Submittal Type: <input type="checkbox"/> Initial Submittal <input checked="" type="checkbox"/> Amended Report <input type="checkbox"/> As Drilled

**WELL LOCATION INFORMATION**

API Number <b>30-025-54291</b>	Pool Code <b>98333</b>	Pool Name <b>WC025 G09 S173615C; UPPER PENN</b>
Property Code <b>336924</b>	Property Name <b>BOX ELDER 22115 STATE COM</b>	Well Number <b>03H</b>
OGRID No. <b>260297</b>	Operator Name <b>BTA OIL PRODUCERS, LLC</b>	Ground Level Elevation <b>3912'</b>
Surface Owner: <input checked="" type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input type="checkbox"/> Federal		Mineral Owner: <input checked="" type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input type="checkbox"/> Federal

**Surface Location**

UL <b>E</b>	Section <b>24</b>	Township <b>17S</b>	Range <b>35E</b>	Lot	Ft. from N/S <b>2400' FNL</b>	Ft. from E/W <b>330' FWL</b>	Latitude <b>32.82095711</b>	Longitude <b>-103.41858990</b>	County <b>LEA</b>
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**Bottom Hole Location**

UL <b>L</b>	Section <b>12</b>	Township <b>17S</b>	Range <b>35E</b>	Lot	Ft. from N/S <b>2590' FSL</b>	Ft. from E/W <b>990' FWL</b>	Latitude <b>32.84921693</b>	Longitude <b>-103.41643590</b>	County <b>LEA</b>
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Dedicated Acres <b>560</b>	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers: <b>NSP-2250</b>			Well setbacks are under Common Ownership: <input type="checkbox"/> Yes <input type="checkbox"/> No	

**Kick Off Point (KOP)**

UL <b>E</b>	Section <b>24</b>	Township <b>17S</b>	Range <b>35E</b>	Lot	Ft. from N/S <b>2590' FNL</b>	Ft. from E/W <b>990' FWL</b>	Latitude <b>32.82042781</b>	Longitude <b>-103.41644078</b>	County <b>LEA</b>
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**First Take Point (FTP)**

UL <b>E</b>	Section <b>24</b>	Township <b>17S</b>	Range <b>35E</b>	Lot	Ft. from N/S <b>2540' FNL</b>	Ft. from E/W <b>990' FWL</b>	Latitude <b>32.82056523</b>	Longitude <b>-103.41644099</b>	County <b>LEA</b>
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**Last Take Point (LTP)**

UL <b>L</b>	Section <b>12</b>	Township <b>17S</b>	Range <b>35E</b>	Lot	Ft. from N/S <b>2540' FSL</b>	Ft. from E/W <b>990' FWL</b>	Latitude <b>32.84907951</b>	Longitude <b>-103.41643567</b>	County <b>LEA</b>
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Unitized Area or Area of Uniform Interest	Spacing Unit Type: <input checked="" type="checkbox"/> Horizontal <input type="checkbox"/> Vertical	Ground Floor Elevation <b>3912'</b>
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**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 or obtained a compulsory pooling order from the division.

 12/10/2024  
Signature Date

Sammy Hajar  
Printed Name

SHAJAR@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.



Certificate Number

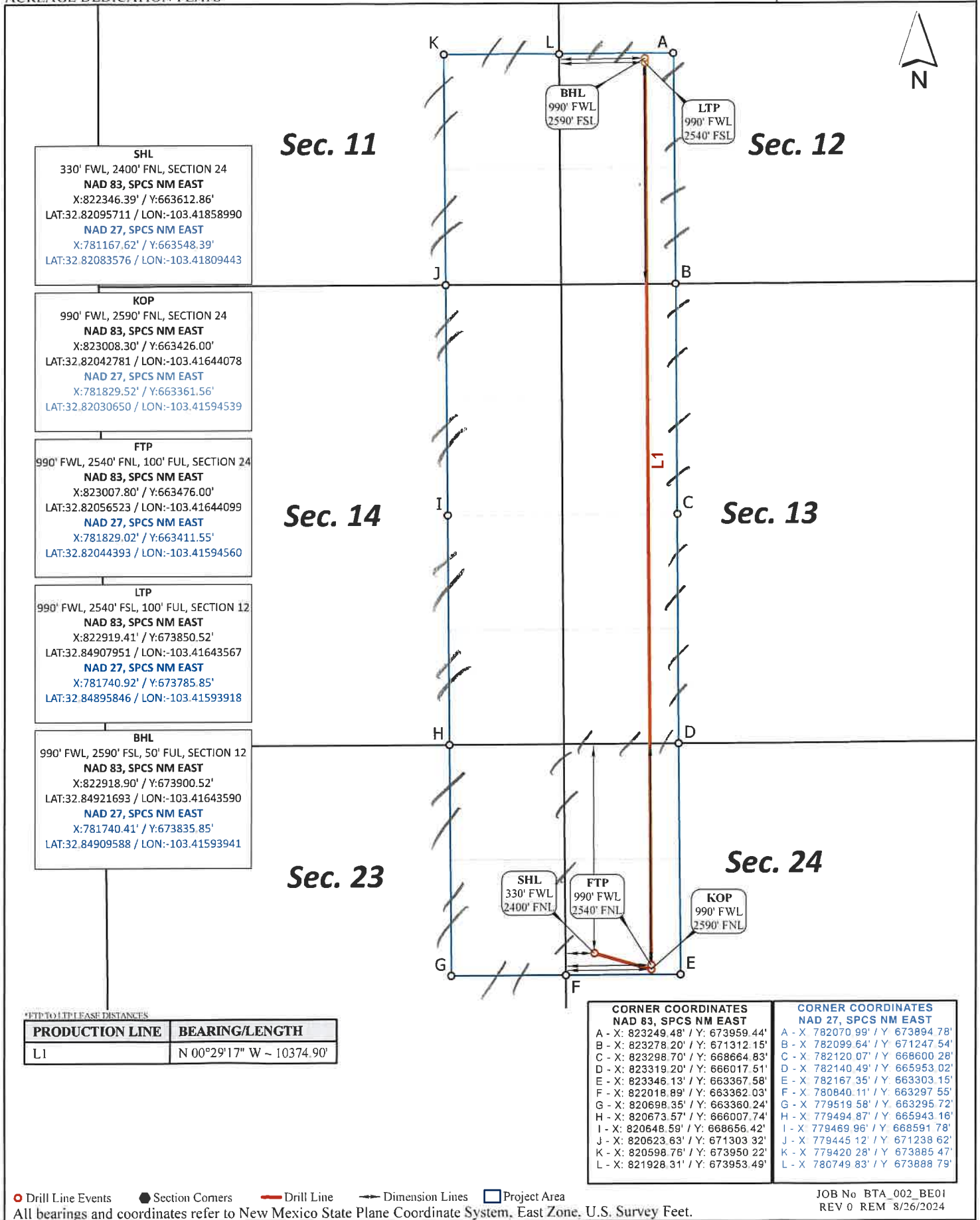
21653

Date of Survey

AUGUST 28, 2024

Note: 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.

## ACREAGE DEDICATION PLATS

BOX ELDER 22115 24-13-12 STATE COM  
03H



<b>C-102</b>  Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals, & Natural Resources Department <b>OIL CONSERVATION DIVISION</b>	Revised July 9, 2024
		Submittal Type: <input checked="" type="checkbox"/> Initial Submittal <input type="checkbox"/> Amended Report <input type="checkbox"/> As Drilled

**WELL LOCATION INFORMATION**

API Number	Pool Code [97202]	Pool Name VACUUM;CISCO-CANYON, NORTHEAST
Property Code	Property Name BOX ELDER 22115 STATE COM	Well Number 04H
OGRID No. 260297	Operator Name BTA OIL PRODUCERS, LLC	Ground Level Elevation 3912'
Surface Owner: <input checked="" type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input type="checkbox"/> Federal		Mineral Owner: <input checked="" type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input type="checkbox"/> Federal

**Surface Location**

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
E	24	17S	35E		2400' FNL	300' FWL	32.82095743	-103.41868755	LEA

**Bottom Hole Location**

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
I	11	17S	35E		2590' FSL	660' FEL	32.84924005	-103.42180835	LEA

Dedicated Acres 80	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers: <b>NSP-2247</b>			Well setbacks are under Common Ownership: <input type="checkbox"/> Yes <input type="checkbox"/> No	

**Kick Off Point (KOP)**

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
H	23	17S	35E		2590' FNL	660' FEL	32.82044924	-103.42181149	LEA

**First Take Point (FTP)**

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
H	23	17S	35E		2540' FNL	660' FEL	32.82058666	-103.42181172	LEA

**Last Take Point (LTP)**


UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
I	11	17S	35E		2540' FSL	660' FEL	32.84910263	-103.42180811	LEA

Unitized Area or Area of Uniform Interest	Spacing Unit Type: <input checked="" type="checkbox"/> Horizontal <input type="checkbox"/> Vertical	Ground Floor Elevation 3912'
---	---	---------------------------------

**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.

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 1/10/2025  
Signature Date

Sammy Hajar  
Printed Name

SHAJAR@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.



Certificate Number

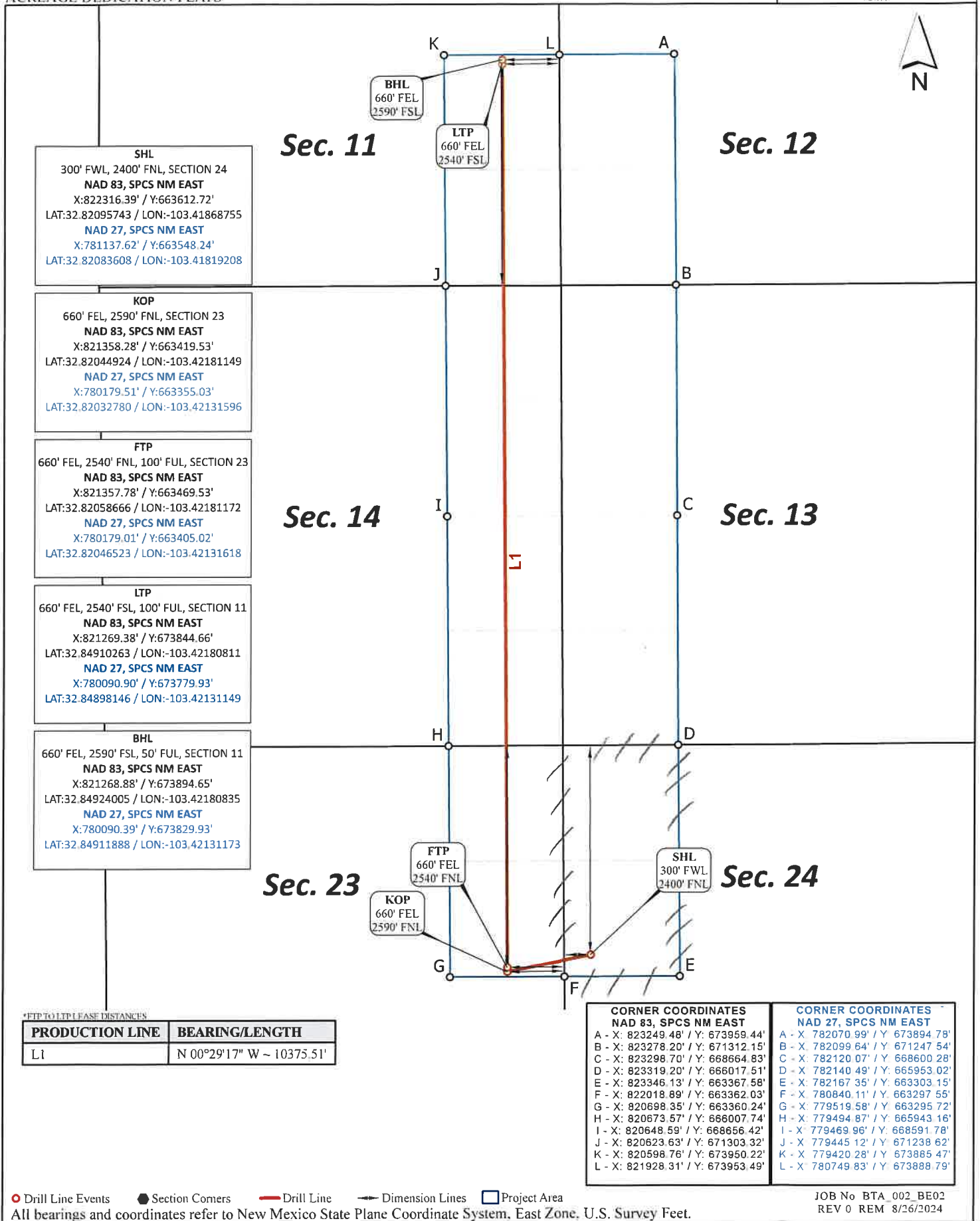
21653

Date of Survey

AUGUST 28, 2024

Note: 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.

## ACREAGE DEDICATION PLATS

BOX ELDER 22115 23-14-11 STATE COM  
04H

<b>C-102</b>  Submit Electronically Via OCD Permitting	<b>State of New Mexico</b> <b>Energy, Minerals, &amp; Natural Resources Department</b> <b>OIL CONSERVATION DIVISION</b>	Revised July 9, 2024	
		Submittal Type:	<input checked="" type="checkbox"/> Initial Submittal <input type="checkbox"/> Amended Report <input type="checkbox"/> As Drilled

**WELL LOCATION INFORMATION**

API Number	Pool Code 98333	Pool Name WC025 G09 S173615C; UPPER PENN
Property Code	Property Name BOX ELDER 22115 STATE COM	Well Number 04H
OGRID No. 260297	Operator Name BTA OIL PRODUCERS, LLC	Ground Level Elevation 3912'
Surface Owner: <input checked="" type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input type="checkbox"/> Federal		Mineral Owner: <input checked="" type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input type="checkbox"/> Federal

**Surface Location**

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
E	24	17S	35E		2400' FNL	300' FWL	32.82095743	-103.41868755	LEA

**Bottom Hole Location**

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
I	11	17S	35E		2590' FSL	660' FEL	32.84924005	-103.42180835	LEA

Dedicated Acres 560	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers: <b>NSP-2250</b>			Well setbacks are under Common Ownership: <input type="checkbox"/> Yes <input type="checkbox"/> No	

**Kick Off Point (KOP)**

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
H	23	17S	35E		2590' FNL	660' FEL	32.82044924	-103.42181149	LEA

**First Take Point (FTP)**

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
H	23	17S	35E		2540' FNL	660' FEL	32.82058666	-103.42181172	LEA

**Last Take Point (LTP)**

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
I	11	17S	35E		2540' FSL	660' FEL	32.84910263	-103.42180811	LEA

Unitized Area or Area of Uniform Interest	Spacing Unit Type: <input checked="" type="checkbox"/> Horizontal <input type="checkbox"/> Vertical	Ground Floor Elevation 3912'
---	---	---------------------------------

**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 or obtained a compulsory pooling order from the division.

  
Signature  
Date 12/10/2024

Printed Name  
**Sammy Hajar**

Email Address  
**SHAJAR@BTAOIL.COM**

**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.



Certificate Number

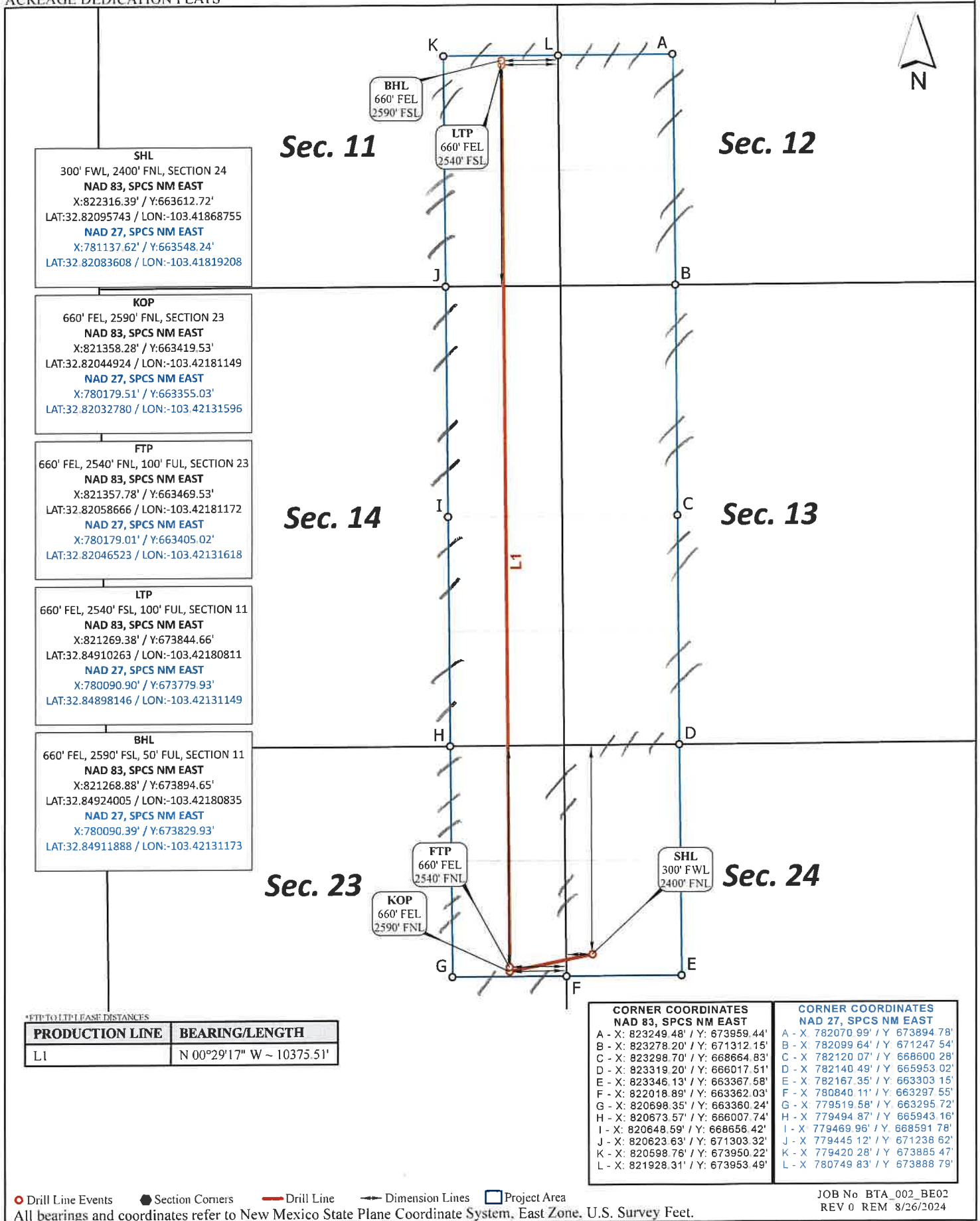
21653

Date of Survey

AUGUST 28, 2024

Note: 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.

## ACREAGE DEDICATION PLATS

BOX ELDER 22115 23-14-11 STATE COM  
04H

**NEW MEXICO  
STATE  
LAND OFFICE**

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



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

**Applicant:** BTA Oil Producers, LLC **OGRID #:** 260297  
**Well Name:** Hideout 22115 24 13 State Com #1, #2 , Box Elder 22115 State Com #3, #4 **API #:** 30-025-51355, 30-025-51386, 30-025-54291, 30-025-54278  
**Pool:** WC-025 G-09 S173615C; Upper Penn, Vacuum; Cisco-Canyon East

**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  
  
 Signature  
 08/05/2025  
 Date

432-682-3753  
 Phone Number  
 msena@btaoil.com  
 e-mail Address

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

Questions?  
 Contact the Commingling Manager:  
 505.827.6628

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

Certified Mail Tracking: 9214 8969 0099 9790 1657 2362 76





COMMISSIONER

Stephanie Garcia Richard

*State of New Mexico*  
*Commissioner of Public Lands*

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

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Kristeen Ramos  
BTA Oil Producers, LLC  
104 South Pecos Street  
Midland, TX 79701

April 30<sup>th</sup>, 2024

Re: Communitization Agreement Approval  
Hideout 22115 24 13 State Com #001H  
Vertical Extent: Pennsylvanian  
Township: 17 South, Range 35 East, NMPM  
Section 13: E2E2  
Section 24: E2NE4

Lea County, New Mexico

Dear Ms. Ramos,

The Commissioner of Public Lands has this date approved the Hideout 22115 24 13 State Com #001H Communitization Agreement for the Pennsylvanian formation effective 8-1-2023. Enclosed are three Certificates of Approval.

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

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

If we may be of further service, please contact Joseph Thompson at (505) 827-5750.

Sincerely,

*Joseph Thompson*

Joseph Thompson  
Petroleum Specialist

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

**BTA Oil Producers, LLC**  
**Hideout 22115 24 13 State Com #001H**  
**Pennsylvanian**  
**Township: 17 South, Range: 35 East, NMPM**  
**Section 13: E2E2**  
**Section 24: E2NE4**

**Lea County, New Mexico**

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

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **30<sup>th</sup> day of April, 2024**.



**COMMISSIONER OF PUBLIC LANDS**  
**of the State of New Mexico**



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

**BTA Oil Producers, LLC**  
**Hideout 22115 24 13 State Com #001H**  
**Pennsylvanian**  
**Township: 17 South, Range: 35 East, NMPM**  
**Section 13: E2E2**  
**Section 24: E2NE4**

**Lea County, New Mexico**

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IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 30<sup>th</sup> day of April, 2024.



**COMMISSIONER OF PUBLIC LANDS**  
of the State of New Mexico

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

**BTA Oil Producers, LLC**  
**Hideout 22115 24 13 State Com #001H**  
**Pennsylvanian**  
**Township: 17 South, Range: 35 East, NMPM**  
**Section 13: E2E2**  
**Section 24: E2NE4**

**Lea County, New Mexico**

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

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

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IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 30<sup>th</sup> day of April, 2024.



**COMMISSIONER OF PUBLIC LANDS**  
**of the State of New Mexico**

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

**STATE/STATE OR  
STATE/FEE**  
Revised July 2023

**COMMUNITIZATION AGREEMENT**

ONLINE Version

API #: 30-025 \_\_\_\_\_ - 51355 \_\_\_\_\_

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 August [month], 2023 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

1

2024 APR -3 AM 10:02

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

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

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

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

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

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the Parties 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.

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.

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 be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

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

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws.

9. 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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State/State



10. Notwithstanding any other provision herein, if there is a cessation of production of 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.

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.

Commissioner of Public Lands: \_\_\_\_\_ Date: \_\_\_\_\_



OPERATOR: BTA Oil Producers, LLC

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

 (Signature of Authorized Agent)  
w, ABO

### Acknowledgment in an Individual Capacity

State of \_\_\_\_\_ )  
SS)  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_

Date

By \_\_\_\_\_

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

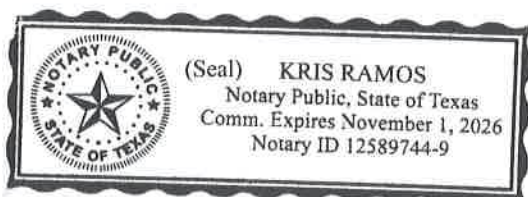
### Acknowledgment in an Representative Capacity


State of Texas )  
SS)  
County of Midland )

This instrument was acknowledged before me on November 14, 2023 Date: 11-1-26

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

Name(s) of Person(s)



  
Signature of Notarial Officer

My commission expires: 11-1-26

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

BY: Thomas M. Beall - CEO (Name and Title of Authorized Agent)

Thomas M. Beall (Signature of Authorized Agent)

### Acknowledgment in an Individual Capacity

State of \_\_\_\_\_ )  
 County of \_\_\_\_\_ )  
 SS)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

### Acknowledgment in an Representative Capacity

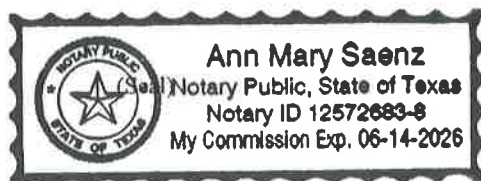
State of Texas )  
 County of Midland )  
 SS)

This instrument was acknowledged before me on

Date: 12/18/23

By: Thomas M. Beall, CEO of V-F Petroleum Inc.

Name(s) of Person(s)



Ann Mary Saenz  
 Signature of Notarial Officer

My commission expires: 6/14/2026

**BY:** Ryan D. Owen (Name and Title of Authorized Agent)

Ry D. L. (Signature of Authorized Agent)  
J.R.  
JH

State of Texas                    )  
County of Midland               SS)

Date \_\_\_\_\_

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

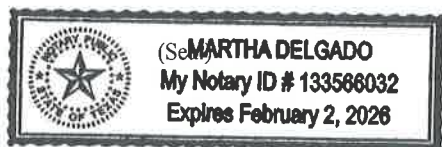
My commission expires: \_\_\_\_\_

State of Texas                   )  
County of Midland               SS)

Date: 11-7-2023

By: Ryan D. Owen

Name(s) of Person(s)



  
Signature of Notarial Officer

My commission expires: 2-2-2024

**BY:** Robert M. Davenport, Jr., Member (Name and Title of Authorized Agent)

\_\_\_\_\_  
*VR, ASD*  
 \_\_\_\_\_ (Signature of Authorized Agent)

### Acknowledgment in an Individual Capacity

State of )  
County of )  
SS)

This instrument was acknowledged before me on \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

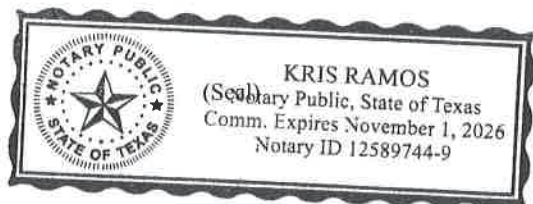
My commission expires: \_\_\_\_\_

### Acknowledgment in an Representative Capacity

State of Texas )  
 )  
 ) SS)  
County of Midland )

This instrument was acknowledged before me on March 19, 2024 Date: re  
By: Robert M. Davenport, Jr., Member of BTA Oil Producers, LLC

Name(s) of Person(s)



Luis Pando  
Signature of Notarial Officer

My commission expires: 11-1-26

ONLINE  
version

State/State

—

**EXHIBIT A**

Attached to and made a part of that Communitization Agreement dated August 1, 2023\_ by and between BTA Oil Producers, LLC, (Operator) V-F Petroleum, Inc., ConocoPhillips Company, Marathon Oil Company, BTA Oil Producers, LLC, (Record Title Holders/Lessees of Record) covering the Subdivisions : E/2 E/2 of Section 13 and E/2 NE/4 of Sect(s): 24, Twnshp 17 South, Rnge: 35 East, NMPM Lea \_\_\_\_\_ County, NM Limited in depth to the Pennsylvanian Shale Formation.  
OPERATOR of Communitized Area: BTA Oil Producers, LLC

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

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

Lessee of Record: V-F Petroleum, Inc.

Serial No. of Lease: VA-1351-5

Date of Lease: March 1, 1995

Description of Lands Committed:

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

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

No. of Acres: 120

**TRACT NO. 2**

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

Lessee of Record: ConocoPhillips Company

Serial No. of Lease: B0-1861-0

Date of Lease: April 10, 1933

Description of Lands Committed:

Subdivisions: SE/4 SE/4 of

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

No. of Acres: 40

**TRACT NO. 3**Lessor State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: BTA Oil Producers, LLCSerial No. of Lease: B0-2531-8Date of Lease: February 10, 1934

Description of Lands Committed:

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

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





COMMISSIONER

Stephanie Garcia Richard

*State of New Mexico*  
**Commissioner of Public Lands**

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

COMMISSIONER'S OFFICE

Phone (505) 827-5760  
Fax (505) 827-5766  
www.nmstatelands.org

Kristeen Ramos  
BTA Oil Producers, LLC  
104 South Pecos Street  
Midland, TX 79701

May 9<sup>th</sup>, 2024

Re: Communitization Agreement Approval  
Hideout 22115 24 13 State Com #002H  
Vertical Extent: Pennsylvanian  
Township: 17 South, Range 35 East, NMPM  
Section 13: W2E2  
Section 24: W2NE4

Lea County, New Mexico

Dear Ms. Ramos,

The Commissioner of Public Lands has this date approved the Hideout 22115 24 13 State Com #002H Communitization Agreement for the Pennsylvanian formation effective 8-1-2023. Enclosed are three Certificates of Approval.

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

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

If we may be of further service, please contact Joseph Thompson at (505) 827-5750.

Sincerely,

*Joseph Thompson*

Joseph Thompson  
Petroleum Specialist

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

**BTA Oil Producers, LLC**  
**Hideout 22115 24 13 State Com #002H**  
**Pennsylvanian**  
**Township: 17 South, Range: 35 East, NMPM**  
**Section 13: W2E2**  
**Section 24: W2NE4**

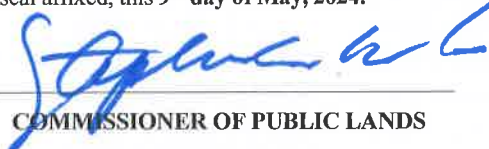
**Lea County, New Mexico**

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

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 9<sup>th</sup> day of May, 2024.

  
**COMMISSIONER OF PUBLIC LANDS**  
of the State of New Mexico

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

**BTA Oil Producers, LLC**  
**Hideout 22115 24 13 State Com #002H**  
**Pennsylvanian**  
**Township: 17 South, Range: 35 East, NMPM**  
**Section 13: W2E2**  
**Section 24: W2NE4**

**Lea County, New Mexico**

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

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

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IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 9<sup>th</sup> day of May, 2024.

  
**COMMISSIONER OF PUBLIC LANDS**  
of the State of New Mexico

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

**BTA Oil Producers, LLC**  
**Hideout 22115 24 13 State Com #002H**  
**Pennsylvanian**  
**Township: 17 South, Range: 35 East, NMPM**  
**Section 13: W2E2**  
**Section 24: W2NE4**

**Lea County, New Mexico**

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

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
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NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 9<sup>th</sup> day of May, 2024.

  
**COMMISSIONER OF PUBLIC LANDS**  
**of the State of New Mexico**

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

**STATE/STATE OR  
STATE/FEE**  
Revised July 2023

**COMMUNITIZATION AGREEMENT**

ONLINE Version

API #: 30-0<sup>25</sup> - 51386

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 August [month], 2023 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

2024 APR -3 AM 9:57

1



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

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

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

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

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

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the Parties 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.

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.

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 be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

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

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws.

9. 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  
version

State/State

2024 APR -3 AM 9:57

10. Notwithstanding any other provision herein, if there is a cessation of production of 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.

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.

Commissioner of Public Lands: \_\_\_\_\_ Date: \_\_\_\_\_

OPERATOR: BTA Oil Producers, LLC

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

[Signature] (Signature of Authorized Agent)  
ABD

### Acknowledgment in an Individual Capacity

State of \_\_\_\_\_ )  
 County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_

Date

By \_\_\_\_\_

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

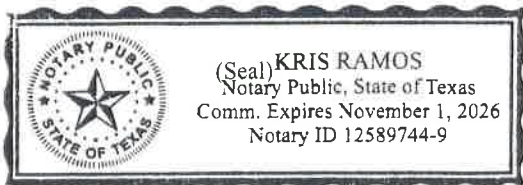
### Acknowledgment in an Representative Capacity

State of Texas )  
 County of Midland )

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

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

Name(s) of Person(s)



[Signature]

Signature of Notarial Officer

My commission expires: 11-1-26



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

BY: Thomas M. Beall - CEO (Name and Title of Authorized Agent)

Thomas M. Beall

(Signature of Authorized Agent)

### Acknowledgment in an Individual Capacity

State of \_\_\_\_\_ )  
 County of \_\_\_\_\_ )  
 )  
 )

This instrument was acknowledged before me on \_\_\_\_\_

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

### Acknowledgment in an Representative Capacity

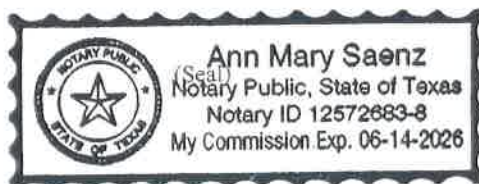
State of Texas )  
 County of Midland )  
 )  
 )

This instrument was acknowledged before me on \_\_\_\_\_

Date: 12/18/23

By: Thomas M. Beall, CEO, VF Petroleum Inc.

Name(s) of Person(s)



Ann Mary Saenz

Signature of Notarial Officer

My commission expires: 6/14/2026

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

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

Chase F. Rice (Signature of Authorized Agent) *FD*

### Acknowledgment in an Individual Capacity

State of \_\_\_\_\_ )  
 County of \_\_\_\_\_ )  
 SS)

This instrument was acknowledged before me on \_\_\_\_\_

Date

By \_\_\_\_\_

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

### Acknowledgment in an Representative Capacity

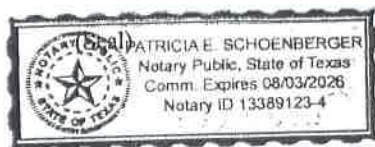
State of Texas )  
 County of Harris )  
 SS)

This instrument was acknowledged before me on \_\_\_\_\_

Date: 8/17/2023

By: Chase F. Rice *p.s.*

Name(s) of Person(s)



Patricia E. Schoenberger

Signature of Notarial Officer

My commission expires: 8/3/2026

**Lease # and Lessee of Record:** B0-2531-8 BTA Oil Producers, LLC

**BY:** Robert M. Davenport, Jr., Member (Name and Title of Authorized Agent)

*102, ASD*

*Robert M. Davenport, Jr.* (Signature of Authorized Agent)

### Acknowledgment in an Individual Capacity

State of \_\_\_\_\_ )  
 County of \_\_\_\_\_ )  
 SS)

This instrument was acknowledged before me on \_\_\_\_\_

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

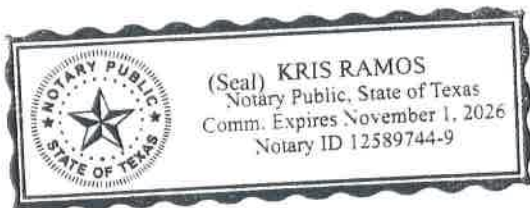
### Acknowledgment in an Representative Capacity

State of Texas \_\_\_\_\_ )  
 County of Midland \_\_\_\_\_ )  
 SS)

This instrument was acknowledged before me on March 19, 2024 Date: 12

By: Robert M. Davenport, Jr., Member of BTA Oil Producers, LLC

Name(s) of Person(s)



*Kris Ramos*

Signature of Notarial Officer

My commission expires: 11-1-26

ONLINE  
version

State/State

7

**EXHIBIT A**

Attached to and made a part of that Communitization Agreement dated August 1, 2023\_ by and between BTA Oil Producers, LLC, (Operator) V-F Petroleum, Inc., ConocoPhillips Company, Marathon Oil Company, BTA Oil Producers, LLC, (Record Title Holders/Lessees of Record) covering the Subdivisions : W/2 E/2 of Section 13 and W/2 NE/4 of Sect(s): 24, Twnshp 17 South, Rnge: 35 East, NMPM Lea \_\_\_\_\_ County, NM Limited in depth to the Pennsylvanian Shale Formation.  
OPERATOR of Communitized Area: BTA Oil Producers, LLC

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

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

Lessee of Record: V-F Petroleum, Inc.

Serial No. of Lease: VA-1351-5

Date of Lease: March 1, 1995

Description of Lands Committed:

Subdivisions: W/2 NE/4 of

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

No. of Acres: 80

**TRACT NO. 2**

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

Lessee of Record: Marathon Oil Company

Serial No. of Lease: E0-7567-7

Date of Lease: November 17, 1953

Description of Lands Committed:

Subdivisions: W/2 SE/4 of

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

No. of Acres: 80

ONLINE  
version  
August, 2021

State/State

**TRACT NO. 3**Lessor State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: BTA Oil Producers, LLCSerial No. of Lease: B0-2531-8Date of Lease: February 10, 1934

Description of Lands Committed:

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

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



**PENDING APPROVAL**

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

**STATE/STATE OR  
STATE/FEE**  
Revised August 2024

**COMMUNITIZATION AGREEMENT**

ONLINE Version

API #: 30-0 \_\_\_\_\_

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 January, 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

Pennsylvanian Shale

WHEREAS, said leases, insofar as they cover the 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.

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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:  
 E/2 SE/4 of Section 11, W/2 SW/4 of Section 12, W/2 W/2 of Section 13, E/2 E/2 of Section  
 Subdivisions: 14, E/2 NE/4 of Section 23 and W/2 NW/4 of Section 24

Of Sect(s): \_\_\_\_\_ Twp: 17S Rng: 3 5 E NMPM, Lea \_\_\_\_\_ County, NM

Containing 640 acres, more or less. It is the judgment of the Parties that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the OCD, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

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

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

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the Parties 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.

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.

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 be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

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

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws.

9. 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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10. Notwithstanding any other provision herein, if there is a cessation of production of 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.

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.		V-F Petroleum Inc.
	Print name of person		
	Member		ConocoPhillips Company
	Type of authority		Marathon Oil Company
			
	Signature		

Attach additional page(s) if needed.



**OPERATOR:** BTA Oil Producers, LLC

**BY:** Robert M. Davenport, Jr., Member (Name and Title of Authorized Agent)

*Robert M. Davenport* (Signature of Authorized Agent)  
*for AD*

### Acknowledgment in an Individual Capacity

State of \_\_\_\_\_ )  
 )  
 County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_

Date

By \_\_\_\_\_

Name(s) of Person(s)

(Seal)

\_\_\_\_\_  
 Signature of Notarial Officer

My commission expires: \_\_\_\_\_

### Acknowledgment in an Representative Capacity

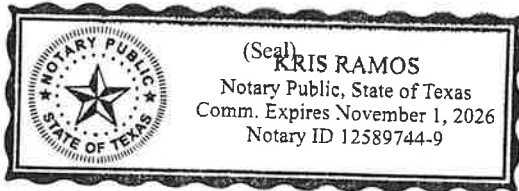
State of Texas \_\_\_\_\_ )  
 )  
 County of Midland \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_

Date : 12/16/24

By: Robert M. Davenport, Jr., Member of BTA Oil Producers, LLC

Name(s) of Person(s)



*Kris Ramos*

Signature of Notarial Officer

My commission expires: 11-1-26

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VC-1285-1, VC-0960-0, VC-1095-0, VC-0712-1, VC-1295-1, VC-1293-1  
BTA Oil Producers, LLC

Lease # and Lessee of Record: \_\_\_\_\_

BY: Robert M. Davenport, Jr., Member (Name and Title of Authorized Agent)

Robert M. Davenport (Signature of Authorized Agent)

### Acknowledgment in an Individual Capacity

State of \_\_\_\_\_ )  
SS)  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

### Acknowledgment in an Representative Capacity

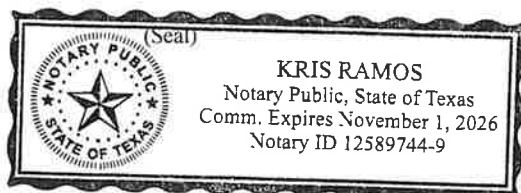
State of Texas )  
SS)  
County of Midland )

This instrument was acknowledged before me on \_\_\_\_\_

Date: 12/11/24

By: Robert M. Davenport, Jr., Member of BTA Oil Producers, LLC

Name(s) of Person(s)



Kris Ramos

Signature of Notarial Officer

My commission expires: 11-1-26

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Lease # and Lessee of Record: LG-2051-1  
VA-1351-5 V-F Petroleum, Inc.

BY: J. M. GAHR, pres (Name and Title of Authorized Agent)

J M Gahr (Signature of Authorized Agent)

### Acknowledgment in an Individual Capacity

State of \_\_\_\_\_ )  
 County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_

Date

By \_\_\_\_\_

Name(s) of Person(s)

(Seal)

\_\_\_\_\_  
 Signature of Notarial Officer

My commission expires: \_\_\_\_\_

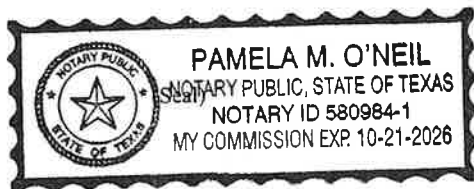
### Acknowledgment in an Representative Capacity

State of Texas )  
 County of Midland )

This instrument was acknowledged before me on 28<sup>th</sup> day of March 2015 Date: \_\_\_\_\_

By: Jim Gahr, as President of V-F Petroleum Inc.

Name(s) of Person(s)



Pamela M. O'Neil  
 Signature of Notarial Officer

My commission expires: 10/21/2026

Lease # and Lessee of Record: BO-1606-0 ConocoPhillips Company

BY: Jon-Aaron N. House, Attorney-in-fact (Name and Title of Authorized Agent)

 (Signature of Authorized Agent) *KHU JR*

Acknowledgment in an Individual Capacity

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )  
SS)

This instrument was acknowledged before me on \_\_\_\_\_  
By \_\_\_\_\_  
Nanie(s) of Person(s)

Date

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

Acknowledgment in an Representative Capacity'

State of TEXAS )  
County of MIDLAND )  
SS)

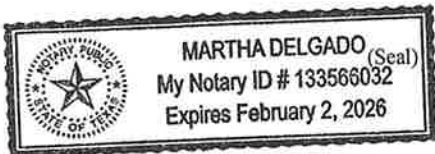
This instrument was acknowledged before me on \_\_\_\_\_  
By: Jon-Aaron N. House, Attorney-in-fact  
Name(s) of Person(s)

Date: 2/7/2025



Signature of Notarial Officer

My commission expires: 2/2/2026



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

BY: Jon-Aaron N. House, Attorney-in-fact (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent) HR

**Acknowledgment in an Individual Capacity**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_ Date  
By \_\_\_\_\_  
Name(s) of Person(s)

(Seal)

\_\_\_\_\_  
Signature of Notarial Officer

My commission expires: \_\_\_\_\_

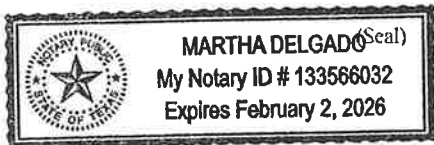
**Acknowledgment in an Representative Capacity**

State of TEXAS )  
County of MIDLAND )

This instrument was acknowledged before me on \_\_\_\_\_ Date: 2/7/2025  
By: Jon-Aaron N. House, Attorney-in-fact  
Name(s) of Person(s)

[Signature]  
Signature of Notarial Officer

My commission expires: 2/2/2026



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**EXHIBIT A**

Attached to and made a part of that Communitization Agreement dated January 1, 20 25

by and between BTA Oil Producer, LLC, (Operator) BTA Oil Producers, LLC,

V-F Petroleum Inc., ConocoPhillips Company, and Marathon Oil Company, (Record Title Holders/Lessees of Record) covering the Subdivisions: E/2 SE/4 of Section 11, W/2 SW/4 of Section 12, W/2 W/2 of Section 13, E/2 E/2 of Section 14, E/2 NE/4 of Section 23 and W/2 NW/4 of Section 24, Twnshp 17S, Rnge: 35E,  
NMPM Lea County, NM, Limited in depth to the Pennsylvanian Shale formation.

OPERATOR of Communitized Area: BTA Oil Producers, LLC

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

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

Lessee of Record: BTA Oil Producers, LLC

Serial No. of Lease: VC-1285-1

Date of Lease: 10/1/2024

Description of Lands Committed:

Subdivisions: W/2 SW/4

Sect(s): 12 Twnshp: 17S, Rng: 35E NMPM Lea County NM

No. of Acres: 80

**TRACT NO. 2**

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

Lessee of Record: V-F Petroleum, Inc.

Serial No. of Lease: VA-1351-5

Date of Lease: 3/1/1995

Description of Lands Committed:

Subdivisions: NW/4 NW/4

Sect(s): 13 Twnshp: 17S Rng: 35E NMPM Lea County, NM

No. of Acres: 40

**TRACT NO. 3**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: ConocoPhillips CompanySerial No. of Lease: B0-1606-0Date of Lease: 11/1/2024

Description of Lands Committed:

Subdivisions: SW/4 NW/4Sect(s): 13 Twnshp: 17S Rng: 35E NMPM Lea \_\_\_\_\_ County, NMNo. of Acres: 40**TRACT NO. 4**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: BTA Oil Producers, LLCSerial No. of Lease: VC-0960-0Date of Lease: 4/1/2022

Description of Lands Committed:

Subdivisions: NW/4 SW/4Sect(s): 13 Twnshp: 17S Rng: 35E NMPM Lea \_\_\_\_\_ County, NMNo. of Acres: 40**TRACT NO. 5**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: Marathon Oil CompanySerial No. of Lease: E0-7567-7Date of Lease: 11/17/1953

Description of Lands Committed:

Subdivisions: SW/4 SW/4Sect(s): 13 Twnshp: 17S Rng: 35E NMPM Lea \_\_\_\_\_ County, NMNo. of Acres: 40



**TRACT NO. 6**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: BTA Oil Producers, LLCSerial No. of Lease: VC-1095-0Date of Lease: 2/1/2023

Description of Lands Committed:

Subdivisions: W/2 NW/4Sect(s): 24 Twnshp: 17S Rng: 35E NMPM Lea \_\_\_\_\_ County, NMNo. of Acres: 80**TRACT NO. 7**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: BTA Oil Producers, LLCSerial No. of Lease: VC-0712-1Date of Lease: 4/1/2020

Description of Lands Committed:

Subdivisions: E/2 NE/4Sect(s): 23 Twnshp: 17S Rng: 35E NMPM Lea \_\_\_\_\_ County, NMNo. of Acres: 80**TRACT NO. 8**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: V-F Petroleum, Inc.Serial No. of Lease: LG-2051-1Date of Lease: 9/1/1974

Description of Lands Committed:

Subdivisions: SE/4 NE/4 and E/2 SE/4Sect(s): 14 Twnshp: 17S Rng: 35E NMPM Lea \_\_\_\_\_ County, NMNo. of Acres: 120

**TRACT NO. 9**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: BTA Oil Producers, LLCSerial No. of Lease: VC-1295-1 Date of Lease: 11/1/2024

Description of Lands Committed:

Subdivisions: NE/4 NE/4Sect(s): 14 Twnshp: 17S Rng: 35E NMPM Lea \_\_\_\_\_ County, NMNo. of Acres: 40**TRACT NO. 10**Lessor: State of New Mexico acting by and through its Commissioner of Public LandsLessee of Record: BTA Oil Producers, LLCSerial No. of Lease: VC-1293-1 Date of Lease: 11/1/2024

Description of Lands Committed:

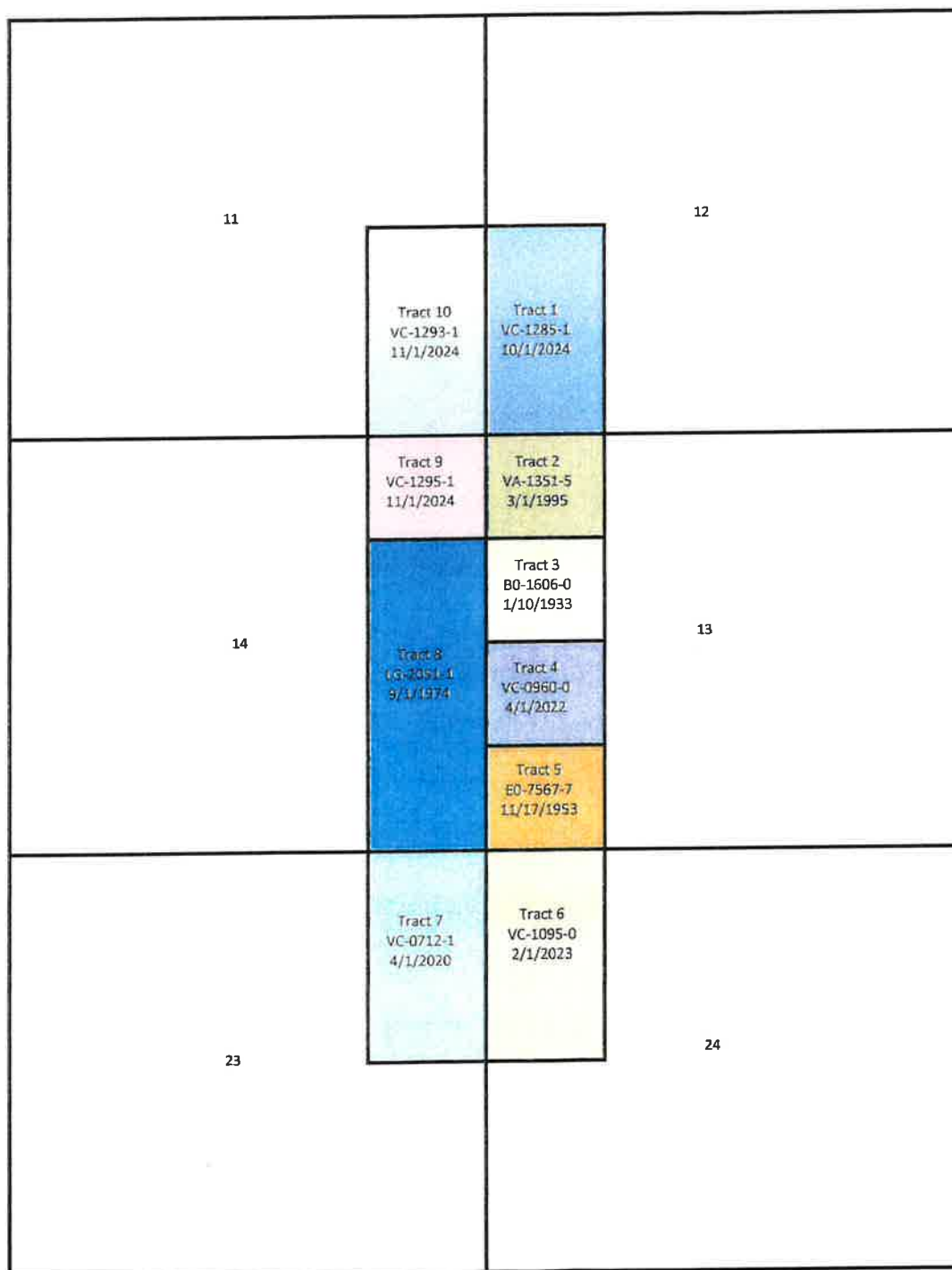
Subdivisions: E/2 SE/4Sect(s): 11 Twnshp: 17S Rng: 35E NMPM Lea \_\_\_\_\_ County, NMNo. of Acres: 80

**RECAPITULATION**

<b>Tract Number</b>	<b>Number of Acres Committed</b>	<b>Percentage of Interest In Communitized Area (Must equal 100%)</b>
No. 1	80	12.5%
No. 2	40	6.25%
No. 3	40	6.25%
No. 4	40	6.25%
No. 5	40	6.25%
No. 6	80	12.5%
No. 7	80	12.5%
No. 8	120	18.75%
No. 9	40	6.25%
No. 10	80	12.5%
 TOTALS	 640	 100.00%

TRACT PLAT

E/2 SE/4 of Section 11, W/2 SW/4 of Section 12, W/2 W/2 of Section 13,  
E/2 E/2 of Section 14, E/2 NE/4 of Section 23, and W/2 NW/4 of Section 24,  
Township 17 South, Range 35 East, County of Lea, State of New Mexico





**BTA OIL PRODUCERS, LLC**

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

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

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

August 5, 2025

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

In re: **Application of BTA Oil Producers, LLC for administrative approval to surface commingle (pool lease commingle) oil and gas production at the Hideout-Box Elder CTB located in the SE/4 of the NE/4 of Section 24, Township 17 South, Range 35 East, Lea County, New Mexico, and to add additional wells.**

To: **ALL AFFECTED PARTIES**

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Ladies and Gentleman:

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

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

Respectfully,

*Michelle Sena*

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

NAME	ADDRESS	TRACKING NUMBER
801, LLC	PO Box 900 Artesia, NM 88221	9214 8969 0099 9790 1849 3020 31
Babe Development Company	PO Box 758 Roswell, NM 88202-0758	9214 8969 0099 9790 1849 3020 55
Ball Oil and Gas, LLC	PO Box 1401 Roswell, NM 88202-1401	9214 8969 0099 9790 1849 3020 62
Beall, Thomas M. & Carolyn R.	P. O. Box 3098 Midland, TX 79702-3098	9214 8969 0099 9790 1849 3023 83
Bean Family Limited Co	PO Box 45750 Rio Ranch, NM 87174-5750	9214 8969 0099 9790 1849 3020 79
Bernhardt Oil Corporation	1000 Greenway Circle Norman, OK 73072	9214 8969 0099 9790 1849 3020 86
Bick, Amanda Smart	4251 Del Ridge Dr. High Ridge, MO 63049	9214 8969 0099 9790 1849 3020 48
Black Stone Minerals Company LP	P.O. Box 301267 Dallas, TX 75303-1267	9214 8969 0099 9790 1849 3020 93
Bowtie Slash Energy Inc.	3410 Kessler Place Roswell, NM 88201	9214 8969 0099 9790 1849 3201 09
CBR Oil Properties, LLC	PO Box 1778 Spring, TX 77383-1778	9214 8969 0099 9790 1849 3021 16
CLM Production Co.	PO Box 881 Roswell, NM 88202	9214 8969 0099 9790 1849 3021 23
Cox, Sheryl	1209 San Juan Roswell, NM 88201	9214 8969 0099 9790 1849 3023 52
Crossley, G.P. dba NGS Minerals LLC	PO Box 2464 Roswell, NM 88202	9214 8969 0099 9790 1849 3021 54
Fuel Products, Inc.	PO Box 1889 Midland, TX 79702	9214 8969 0099 9790 1849 3021 47
Gahr Ranch and Investments Partnership, Ltd.	PO Box 1889 Midland, TX 79702	9214 8969 0099 9790 1849 3021 61
Hat Mesa Oil Company	PO Box 20339 Albuquerque, NM 87154-0339	9214 8969 0099 9790 1849 3021 78
Herbig, John F. and Elizabeth Herbig	6 Hanover Midland, TX 79705	9214 8969 0099 9790 1849 3022 08
Highland Texas Energy Company	11886 Greenville Ave., Ste 106 Dallas, TX 75243	9214 8969 0099 9790 1849 3021 85
Hutchings Oil Company	P.O. Box 20339 Albuquerque, NM 87154-0339	9214 8969 0099 9790 1849 3021 92
Maverick Permian LLC	1000 Main Street, Suite 2900 Houston, TX 77002	9214 8969 0099 9790 1849 3022 53
McBride, Sue Hanson	PO Box 3480 Roswell, NM 88202-3480	9214 8969 0099 9790 1849 3023 76
McBride, Julie Scott	PO Box 3767 Roswell, NM 88202-3767	9214 8969 0099 9790 1849 3022 22
McBride III, Doublas Ladson	PO Box 1515 Roswell, NM 88202-1515	9214 8969 0099 9790 1849 3021 30
Nearburg Exploration Company, LLC	PO Box 823085 Dallas, TX 75382	9214 8969 0099 9790 1849 3022 77
Nearburg, Mark K. & Kim M. Nearburg	710 Dragon Lakeway, TX 78734	9214 8969 0099 9790 1849 3022 39
New Mexico Western Minerals, Inc.	PO Box 45750 Rio Rancho, NM 87174	9214 8969 0099 9790 1849 3022 84
PD III Exploration	PO Box 871 Midland, TX 79702	9214 8969 0099 9790 1849 3023 07
Read & Stevens Inc -c/o Permian Resources Operating, LLC	300 N. Marienfeld Street, Suite 1000 Midland, TX 79701	9214 8969 0099 9790 1849 3023 14



Sandhills Oil Company	6 Hanover Midland, TX 79705	9214 8969 0099 9790 1849 3023 21
SBI West Texas I LLC	PO Box 17017 Galveston, TX 77552	9214 8969 0099 9790 1849 3023 38
SCW Interiors, LLC	PO Box 20339 Albuquerque, NM 87154-0339	9214 8969 0099 9790 1849 3023 45
Smart, John S,	6825 Island Circle Midland, TX 79707	9214 8969 0099 9790 1849 3022 15
Smart, Martha K.	6825 Island Circle Midland, TX 79707	9214 8969 0099 9790 1849 3022 46
Smart, Patrick Winfield	P.O. Box 10458 Midland, TX 79707	9214 8969 0099 9790 1849 3022 91
NM State Land Office - Oil and Gas Accounting Division	P.O. Box 1148 Santa Fe, NM 87504	9214 8969 0099 9790 1657 2332 99
Tierra Encantada	PO Box 811 Roswell, NM 88202	9214 8969 0099 9790 1849 3023 90
Tindle, Mike and Anita Dell	7310 E. Co. Rd. 108 Midland, TX 79706	9214 8969 0099 9790 1849 3022 60
Trustees of the Gahr Trust	PO Box 1889 Midland, TX 79702	9214 8969 0099 9790 1849 3024 06
V-F Petroleum Inc.	P.O. Box 1889 Midland, TX 79702	9214 8969 0099 9790 1849 3024 13
West Pecos Trading Company, LLC	8849 Larston St Houston, TX 77055	9214 8969 0099 9790 1849 3024 20
Worrall Investment Corporation	PO Box 1834 Roswell, NM 88202	9214 8969 0099 9790 1849 3024 37
Yates Energy Corporation	PO Box 2323 Roswell, NM 88203	9214 8969 0099 9790 1849 3024 44

# Affidavit of Publication

STATE OF NEW MEXICO  
COUNTY OF LEA

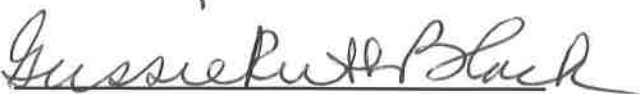
I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

Beginning with the issue dated  
August 07, 2025  
and ending with the issue dated  
August 07, 2025.



Publisher

Sworn and subscribed to before me this  
7th day of August 2025.



Business Manager

My commission expires  
January 29, 2027

(Seal)

STATE OF NEW MEXICO  
NOTARY PUBLIC  
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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 NOTICE August 7, 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 surface commingle (pool commingle) diversely owned oil and gas production from the Hideout 22115 24 13 State Com #001H, Hideout 22115 24 13 State Com #002H, Box Elder 22115 State Com #3H and Box Elder 22115 23 14 11 State Com #4H wells at the Hideout-Box Elder CTB located in the SE/4 of the NE/4 of Section 24, Township 17 South, Range 35 East, Lea County, New Mexico. The wells and facility locations are in Section 24, Township 17 South, Range 35 East, Lea County, New Mexico. Production is from the WC-025 G-09 S173615C; UPPER PENN [98333] and VACUUM; CISCO-CANYON, EAST [97202]. Pursuant to Statewide Rule 19.15.12.10, interested parties must file objections with the division's Santa Fe office within 20 days after publication, or the NMOCD may approve the application. For questions pertaining to the application, please contact Michelle Sena at (432) 682-3753 ext. 124.  
#00303407

01101299

00303407

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

Received by OGD: 8/20/2025 10:12:51 AM


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SANTA FE, NM 87501  
August 14, 2025, 7:53 am

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

**APPLICATION FOR SURFACE COMMINGLING  
SUBMITTED BY BTA OIL PRODUCERS, LLC**

**ORDER NO. PLC-1039**

**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 certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
6. 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.
7. 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.
8. Applicant submitted or intends to submit one or more proposed communitization agreement(s) (“Proposed Agreement(s)”) to the BLM or NMSLO, as applicable, identifying the acreage of each lease to be consolidated into a single pooled area (“CA Pooled Area”), as described in Exhibit A.

### **CONCLUSIONS OF LAW**

9. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.
10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10 A.(2) NMAC, 19.15.12.10 C.(4)(c) NMAC, and 19.15.12.10 C.(4)(e) NMAC, as applicable.
11. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9 A.(5) NMAC and 19.15.23.9 A.(6) NMAC, as applicable.
12. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10 B.(1) NMAC or 19.15.12.10 C.(1) NMAC, as applicable.
13. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10 B.(3) NMAC and 19.15.12.10 C.(4)(h) NMAC.
14. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10 C.(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
15. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

### **ORDER**

1. Applicant is authorized to surface commingle oil and gas production from the pools, 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. For matters of surface commingling and off-lease storing and measuring oil and gas production and for the wells identified in Exhibit A, this Order supersedes Order CTB-1115.
3. For each CA Pooled Area described in Exhibit A, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil and gas

production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit a Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the CA Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Applicant shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Applicant shall submit a new surface commingling application to OCD to conform this Order with the approved Agreement(s) if the formation or dedicated lands are modified or if a modification is made that will affect this Order. If Applicant fails to submit the new surface commingling application or OCD denies the new surface commingling application, this Order shall terminate on the date of such action.

Applicant shall allocate the oil and gas production to each lease within a CA Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the CA Pooled Area until the Proposed Agreement which includes the CA Pooled Area is approved. After the Proposed Agreement is approved, the oil and gas production from the CA Pooled Area shall be allocated as required by the BLM's or NMSLO's, as applicable, approval of the Agreement, including any production that had been allocated previously in accordance with this Order.

4. The allocation of 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.
5. 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.
6. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
7. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8 B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8 E. NMAC.



8. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10 C.(2) NMAC.
9. 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.
10. 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.
11. If a well is not included in Exhibit A but produces from a pool and lease as described in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil and gas production to it, and the location(s) that commingling of its production will occur.
12. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
13. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).
14. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

**STATE OF NEW MEXICO  
OIL CONSERVATION DIVISION**



**ALBERT C. S. CHANG  
DIRECTOR**

**DATE:** 10/3/2025

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

Order: **PLC-1039**

Operator: **BTA Oil Producers, LLC (260297)**

Central Tank Battery: **Hideout Box Elder Central Tank Battery**

Central Tank Battery Location: **UL H, Section 24, Township 17 South, Range 35 East**

Gas Title Transfer Meter Location:

### Pools

Pool Name	Pool Code
VACUUM;CISCO-CANYON, NORTHEAST	97202
WC-025 G-09 S173615C;UPPER PENN	98333

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

Lease	UL or Q/Q	S-T-R
CA Pennsylvanian SLO 204879 PUN 1403273	E2E2	13-17S-35E
	E2NE	24-17S-35E
CA Pennsylvanian SLO 204882 PUN 1403297	W2E2	13-17S-35E
	W2NE	24-17S-35E
PROPOSED CA Pennsylvanian SLO	E2SE	11-17S-35E
	W2SW	12-17S-35E
	W2W2	13-17S-35E
	E2E2	14-17S-35E
	E2NE	23-17S-35E
	W2NW	24-17S-35E
SLO Lease VC-1095-0000	W2NW	24-17S-35E

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-54291	BOX ELDER 22115 STATE COM #003H	W2NW	24-17S-35E	97202
		E2SE	11-17S-35E	
		W2SW	12-17S-35E	
		W2W2	13-17S-35E	98333
		E2E2	14-17S-35E	
30-025-54278	BOX ELDER 22115 23 14 11 STATE COM #004H	E2NE	23-17S-35E	
		W2NW	24-17S-35E	97202
		E2SE	11-17S-35E	
		W2SW	12-17S-35E	
		W2W2	13-17S-35E	98333
30-025-51355	HIDEOUT 22115 24 13 STATE COM #001H	E2E2	14-17S-35E	
		E2NE	24-17S-35E	98333
30-025-51386	HIDEOUT 22115 24 13 STATE COM #002H	W2E2	13-17S-35E	
		W2NE	24-17S-35E	98333

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

General Information  
Phone: (505) 629-6116

Online Phone Directory  
<https://www.emnrd.nm.gov/oed/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 497602

CONDITIONS

Operator: BTA OIL PRODUCERS, LLC 104 S Pecos Midland, TX 79701	OGRID: 260297
	Action Number: 497602
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
sarah.clelland	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please email us at <a href="mailto:OCD.Engineer@emnrd.nm.gov">OCD.Engineer@emnrd.nm.gov</a> .	10/7/2025