**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

October 27, 2025

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

RE: Application to amend Administrative Order No. **CTB-1140**

---

To Whom This May Concern,

Under Administrative Order CTB-1140, attached as **EXHIBIT "A"**, the Division approved BTA Oil Producers, LLC's (OGRID No. 260297) request for surface commingling at the **VINDICATOR 4 CTB** of production from the WC-025 G-09 S173615C; Upper Penn; [98333] pool from *all existing and future wells drilled in the following "spacing units".*

(a) The 320-acre spacing unit comprised of the E/2 SE/4 of Section 21 and the E/2 E/2 of Section 28, and the E/2 NE/4 of Section 33, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C;UPPER PENN; [98333]. The spacing unit is currently dedicated to the following horizontal well: the **VINDICATOR CANYON STATE UNIT #303H** (API # 30-025-51019);

(b) The 320-acre spacing unit comprised of the W/2 NE/4 of Section 21 and the W/2 E/2 of Section 16, and the W/2 SE/4 of Section 9, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C;UPPER PENN; [98333]. The spacing unit is currently dedicated to the following horizontal well: the **VINDICATOR CANYON STATE UNIT COM #404H** (API # 30-025-51020);

Pursuant to 19.15.12.7 NMAC, BTA Oil Producers, LLC seeks to amend the terms of Administrative Order **CTB-1140** to allow for lease commingling between all production from *all existing and future infill wells* drilled in the following spacing units:

(c) The 640-acre spacing unit comprised of the E/2 SW/4 and W/2 SE/4 of Section 21, the E/2 W/2 and W/2 E/2 of Section 28 and the E/2 NW/4 and W/2 NE/4 of Section 33, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C; Upper Penn; [98333]. The spacing unit is currently dedicated to the following horizontal well: the **VINDICATOR CANYON STATE COM UNIT #417H** (API # 30-025-54819);

(d) The 320-acre spacing unit comprised of the E/2 SW/4 of Section 9, the E/2 W/2 of Section 16, and the E/2 NW/4 of Section 21, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 GN09 S173615C; Upper Penn; [98333]. The spacing unit is currently dedicated to the following horizontal well: the **VINDICATOR CANYON STATE COM UNIT #418H** (API # 30-025-54820);

(e) The 320-acre spacing unit comprised of the W/2 SW/4 of Section 21, the W/2 W/2 of Section 28, and the W/2 NW/4 Section 33, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C; Upper Penn; [98333]. The spacing unit is currently dedicated to the following horizontal well: the **VINDICATOR CANYON STATE COM UNIT #419H** (API # 30-025-55157);

(f) The 320-acre spacing unit comprised of the W/2 SW/4 of Section 9 and the W/2 W/2 of Section 16 and the W/2 NW/4 of Section 21, Township 17 South, Range 36 East, Lea County, New Mexico in the WC-025 G-09 S173615C; Upper Penn; [98333]. The spacing unit is currently dedicated to the following horizontal well: the **VINDICATOR CANYON STATE COM UNIT #420H** (API # 30-025-55158);

Oil and gas production from these spacing units will be commingled and sold at the **VINDICATOR 4 CTB** located in the NE/NW of Section 21, Township 17 South, Range 36 East, Lea County, NM. Each well will have its own test separator, and production will be separately metered with a Coriolis flow meter for oil and orifice meter for gas manufactured to AGA specifications.

Attached is a completed amended Application for Surface Commingling (Diverse Ownership) Form C-107B that includes an Administrative Application Checklist, a copy of the Administrative Order (EXHIBIT “A”), a lease map, a detailed schematic of the surface facilities and measurement devices being utilized, C-102s for each of the wells currently permitted or drilled within the existing spacing units and Communitization Agreement(s).

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

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

Respectfully,

Michelle Sena

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

| POOL | API | WELL NAME | WELL NUMBER | OCD UNIT LETTER | SECTION | TOWNSHIP | RANGE | DATE ONLINE | OIL (MOBD) | GAS (MCFD) | GRAVITY | BTU/cf |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| [98333] WC-025 G-09 S173615C; Upper Penn | 30-025-51019 | Vindicator Canyon State Unit | 303H | J | 21 | 17S | 36E | 5/28/2025 | 400 | 700 | 48 | 1200 |
| [98333] WC-025 G-09 S173615C; Upper Penn | 30-025-51020 | Vindicator Canyon State Unit Com | 404H | J | 21 | 17S | 36E | 5/28/2025 | 700 | 1100 | 48 | 1200 |
| [98333] WC-025 G-09 S173615C; Upper Penn | 30-025-54819 | Vindicator Canyon State Unit Com | 417H | F | 21 | 17S | 36E | **New Drill** | 900 | 1100 | 48 | 1200 |
| [98333] WC-025 G-09 S173615C; Upper Penn | 30-025-54820 | Vindicator Canyon State Unit Com | 418H | F | 21 | 17S | 36E | **New Drill** | 900 | 1100 | 48 | 1200 |
| [98333] WC-025 G-09 S173615C; Upper Penn | 30-025-55157 | Vindicator Canyon State Unit Com | 419H | F | 21 | 17S | 36E | **New Drill** | 900 | 1100 | 48 | 1200 |
| [98333] WC-025 G-09 S173615C; Upper Penn | 30-025-55158 | Vindicator Canyon State Unit Com | 420H | F | 21 | 17S | 36E | **New Drill** | 900 | 1100 | 48 | 1200 |

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

Online Phone Directory Visit:
https://www.emnrd.nm.gov/ocd/contact-us/

State of New Mexico
Energy, Minerals and Natural Resources Department

**OIL CONSERVATION DIVISION**
1220 S. St Francis Drive
Santa Fe, New Mexico 87505

Form C-107-B
Revised August 1, 2011

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. CTB-1140
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling
☐ Yes ☒ No (SLO will be notified. See attachment)

## (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. WC-025 G-09 S173615C; UPPER PENN [98333]
(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: 10/27/2025

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

E-MAIL ADDRESS: msena@btaoil.com

Revised March 23, 2017

| RECEIVED: | REVIEWER: | TYPE: | APP NO: |
|---|---|---|---|
| | | | |

ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

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

# ADMINISTRATIVE APPLICATION CHECKLIST

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

**Applicant:** BTA Oil Producers, LLC **OGRID Number:** 260297
**Well Name:** Order No. CTB-1140 -amendment **API:** 30-025-54819 & others. See attached
**Pool:** WC-025 G-09 S173615C; Upper Penn **Pool Code:** 98333

**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

**FOR OCD ONLY**
☐ Notice Complete
☐ Application Content Complete

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

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

10/27/2025
Date

432-682-3753
Phone Number

Michelle Sena
Signature

msena@btaoil.com
e-mail Address

**EXHIBIT "A"**

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

**APPLICATION FOR SURFACE COMMINGLING**
**SUBMITTED BY BTA OIL PRODUCERS, LLC** **ORDER NO. CTB-1140**

## ORDER

The Director of the New Mexico Oil Conservation Division ("OCD"), having considered the application and the recommendation of the OCD Engineering Bureau, issues the following Order.

## FINDINGS OF FACT

1. BTA Oil Producers, LLC ("Applicant") submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells as described in Exhibit A ("Application").
2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
3. Applicant provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
4. Applicant provided notice of the Application to the Bureau of Land Management ("BLM") or New Mexico State Land Office ("NMSLO"), as applicable.
5. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10 C.(4)(g) NMAC.
6. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease as described in Exhibit A.
7. This Order is associated with Order CTB-1115 & CTB-1074 which authorizes in-full or in-part the commingling of Gas production from the pools, leases, and wells as described in Exhibit A.

## CONCLUSIONS OF LAW

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

10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9 A.(5) NMAC and 19.15.23.9 A.(6) NMAC, as applicable.

11. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10 B.(1) NMAC or 19.15.12.10 C.(1) NMAC, as applicable.

12. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10 B.(3) NMAC and 19.15.12.10 C.(4)(h) NMAC.

13. 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.

14. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

## ORDER

1. Applicant is authorized to surface commingle oil and gas production from the pools, leases, and wells as described in Exhibit A.

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

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

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

2. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.

3. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.

4. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.

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

6. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10 C.(2) NMAC.

7. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.

8. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10 C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.

9. If a well is not included in Exhibit A but produces from a pool and lease as described in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil and gas production to it, and the location(s) that commingling of its production will occur.

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

11. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).

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

**STATE OF NEW MEXICO**
**OIL CONSERVATION DIVISION**

Albert Chang

**ALBERT CHANG**
**DIRECTOR**

**DATE:** 7/16/2025

State of New Mexico
Energy, Minerals and Natural Resources Department

# Exhibit A

**Order:** CTB-1140
**Operator:** BTA Oil Producers, LLC (260297)
**Central Tank Battery:** Vindicator 4 Central Tank Battery
**Central Tank Battery Location:** UL C, Section 21, Township 17 South, Range 36 East
**Gas Title Transfer Meter Location:** UL C, Section 21, Township 17 South, Range 36 East

## Pools

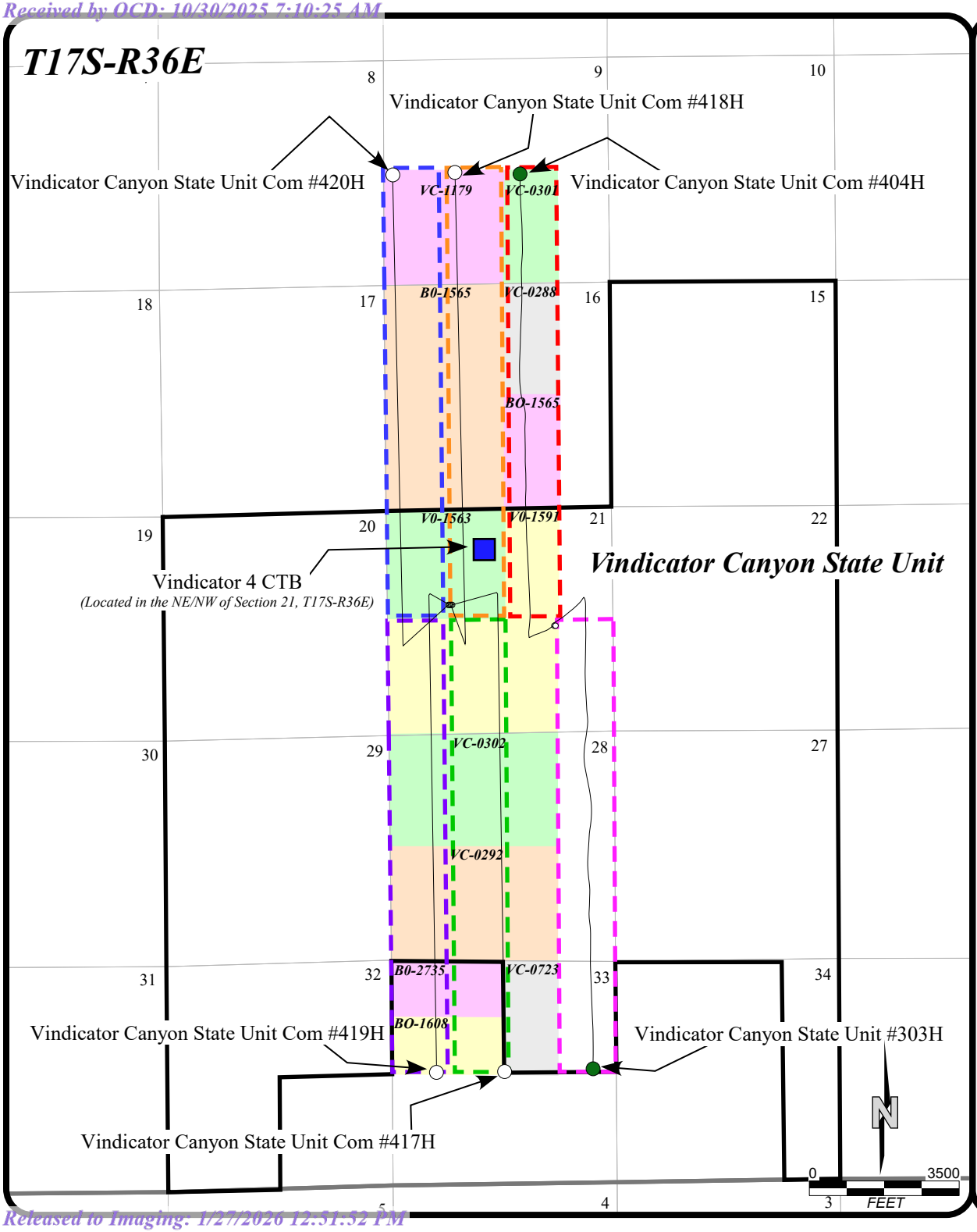
| Pool Name | Pool Code |
|---|---|
| WC-025 G-09 S173615C;UPPER PENN | 98333 |

## Leases as defined in 19.15.12.7(C) NMAC

| Lease | UL or Q/Q | S-T-R |
|---|---|---|
| CA Upper Pennsylvanian SLO 204697 PUN 1400788 | W/2 SE/4<br>W/2 E/2<br>W/2 NE/4 | 09-17S-36E<br>16-17S-36E<br>21-17S-36E |
| SLO Lease VC-0723-0001 | NE/4, SW/4 SE/4 | 33-17S-36E |
| SLO Lease VC-0302-0002 | N/2 | 28-17S-36E |
| SLO Lease VC-0292-0002 | S/2 | 28-17S-36E |
| SLO Lease V0-1591-0000 | A, B, G, I, J, K, L, M, N, P | 21-17S-36E |
| SLO Lease V0-1563-0000 | NW/4 | 21-17S-36E |

## Wells

| Well API | Well Name | UL or Q/Q | S-T-R | Pool |
|---|---|---|---|---|
| 30-025-51019 | VINDICATOR CANYON STATE UNIT #303H | E/2 SE/4<br>E/2 E/2<br>E/2 NE/4 | 21-17S-36E<br>28-17S-36E<br>33-17S-36E | 98333 |
| 30-025-51020 | VINDICATOR CANYON STATE UNIT #404H | W/2 SE/4<br>W/2 E/2<br>W/2 NE/4 | 09-17S-36E<br>16-17S-36E<br>21-17S-36E | 98333 |
| 30-025-51285 | VINDICATOR CANYON STATE UNIT #317H | E/2 W/2<br>E/2 W/2 | 21-17S-36E<br>28-17S-36E | 98333 |
| 30-025-51286 | VINDICATOR CANYON STATE UNIT #318H | W/2 W/2<br>W/2 W/2 | 21-17S-36E<br>28-17S-36E | 98333 |




# BTA Oil Producers, LLC

## Vindicator Canyon State Unit Com #404H, #417H, #418H, #419H, #420, and Vindicator Canyon State Unit #303H Spacing Units

## LEGEND

### Well Symbols:

Active Oil Well

New Drill

SL — BHL

### Unit Descriptions:

The 320-acre spacing unit comprised of the E/2 SE/4 of Section 21, the E/2 E/2 of Section 28, and the E/2 NE/4 of Section 33, Township 17 South, Range 36 East, Lea County, New Mexico in the WC−025 G−09 S173615C;UPPER PENN; (98333). The spacing unit is currently dedicated to the following horizontal well:
VINDICATOR CANYON STATE UNIT #303H (API # 30-025-51019)

The 320-acre spacing unit comprised of the W/2 NE/4 of Section 21, the W/2 E/2 of Section 16, and the W/2 SE/4 of Section 9, Township 17 South, Range 36 East, Lea County, New Mexico in the WC−025 G−09 S173615C;UPPER PENN; (98333). The spacing unit is currently dedicated to the following horizontal well:
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VINDICATOR CANYON STATE UNIT #420H (API # 30-025-55518)

### Tracts & Labels

*State of New Mexico*
*OGL Number Labeled*

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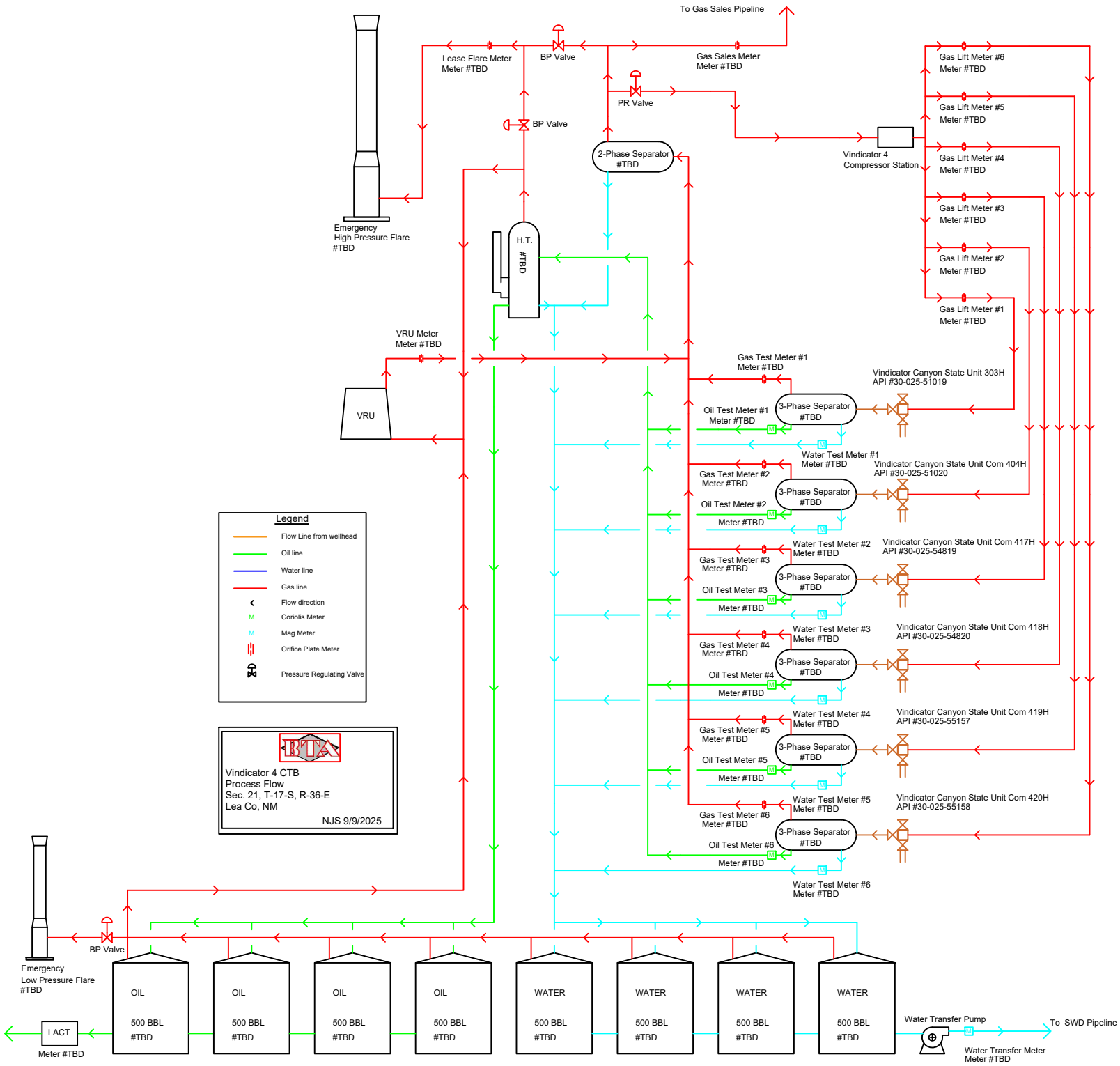



Received by OCD: 10/30/2025 7:10:25 AM

Released to Imaging: 1/27/2026 12:51:52 PM

| C-102 | State of New Mexico<br>Energy, Minerals, & Natural Resources Department<br>OIL CONSERVATION DIVISION | Revised July 9, 2024<br>PAGE 1 OF 2 |
|---|---|---|
| Submit Electronically<br>Via OCD Permitting | | Submittal Type: [X] Initial Submittal [ ] Amended Report [ ] As Drilled |

## WELL LOCATION INFORMATION

| API Number | Pool Code | Pool Name |
|---|---|---|
| | 98333 | WC-025 G-09 S173615C; UPPER PENN |
| **Property Code** | **Property Name** | **Well Number** |
| | VINDICATOR CANYON STATE UNIT COM | 417H |
| **OGRID No.** | **Operator Name** | **Ground Level Elevation** |
| 260297 | BTA OIL PRODUCERS, LLC | 3874' |

Surface Owner: [ ] State [X] Fee [ ] Tribal [ ] Federal

Mineral Owner: [X] State [ ] Fee [ ] Tribal [ ] Federal

### Surface Location

| UL | Section | Township | Range | Lot | Ft. from N/S | Ft. from E/W | Latitude (NAD83) | Longitude (NAD83) | County |
|---|---|---|---|---|---|---|---|---|---|
| F | 21 | 17S | 36E | | 2251' FNL | 1525' FWL | 32.82147150 | -103.36316520 | LEA |

### Bottom Hole Location

| UL | Section | Township | Range | Lot | Ft. from N/S | Ft. from E/W | Latitude (NAD83) | Longitude (NAD83) | County |
|---|---|---|---|---|---|---|---|---|---|
| F | 33 | 17S | 36E | | 2621' FNL | 2590' FWL | 32.79134187 | -103.35977016 | LEA |

| Dedicated Acres | Infill or Defining Well | Defining Well API | Overlapping Spacing Unit (Y/N) | Consolidation Code |
|---|---|---|---|---|
| 640.00 | Defining | | N | P |

Order Numbers: Pending

Well setbacks are under Common Ownership: [ ] Yes [X] No

### Kick Off Point (KOP)

| UL | Section | Township | Range | Lot | Ft. from N/S | Ft. from E/W | Latitude (NAD83) | Longitude (NAD83) | County |
|---|---|---|---|---|---|---|---|---|---|
| F | 21 | 17S | 36E | | 2140' FNL | 2590' FWL | 32.82179240 | -103.35970340 | LEA |

### First Take Point (FTP)

| UL | Section | Township | Range | Lot | Ft. from N/S | Ft. from E/W | Latitude (NAD83) | Longitude (NAD83) | County |
|---|---|---|---|---|---|---|---|---|---|
| K | 21 | 17S | 36E | | 2575' FSL | 2590' FWL | 32.82017376 | -103.35968704 | LEA |

### Last Take Point (LTP)

| UL | Section | Township | Range | Lot | Ft. from N/S | Ft. from E/W | Latitude (NAD83) | Longitude (NAD83) | County |
|---|---|---|---|---|---|---|---|---|---|
| F | 33 | 17S | 36E | | 2571' FNL | 2590' FWL | 32.79147929 | -103.35976982 | LEA |

| Unitized Area or Area of Uniform Interest | Spacing Unit Type: | Ground Floor Elevation |
|---|---|---|
| Pending | [X] Horizontal [ ] Vertical | 3874' |

### 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: Liz Velasco Date: 2/26/2025

Printed Name: Liz Velasco

Email Address: lvelasco@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.*

JOHN M RUSSELL
NEW MEXICO
29049
PROFESSIONAL SURVEYOR

Signature and Seal of Professional Surveyor

| Certificate Number | Date of Survey |
|---|---|
| 29049 | FEBRUARY 24, 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

# VINDICATOR CANYON STATE UNIT COM 417H



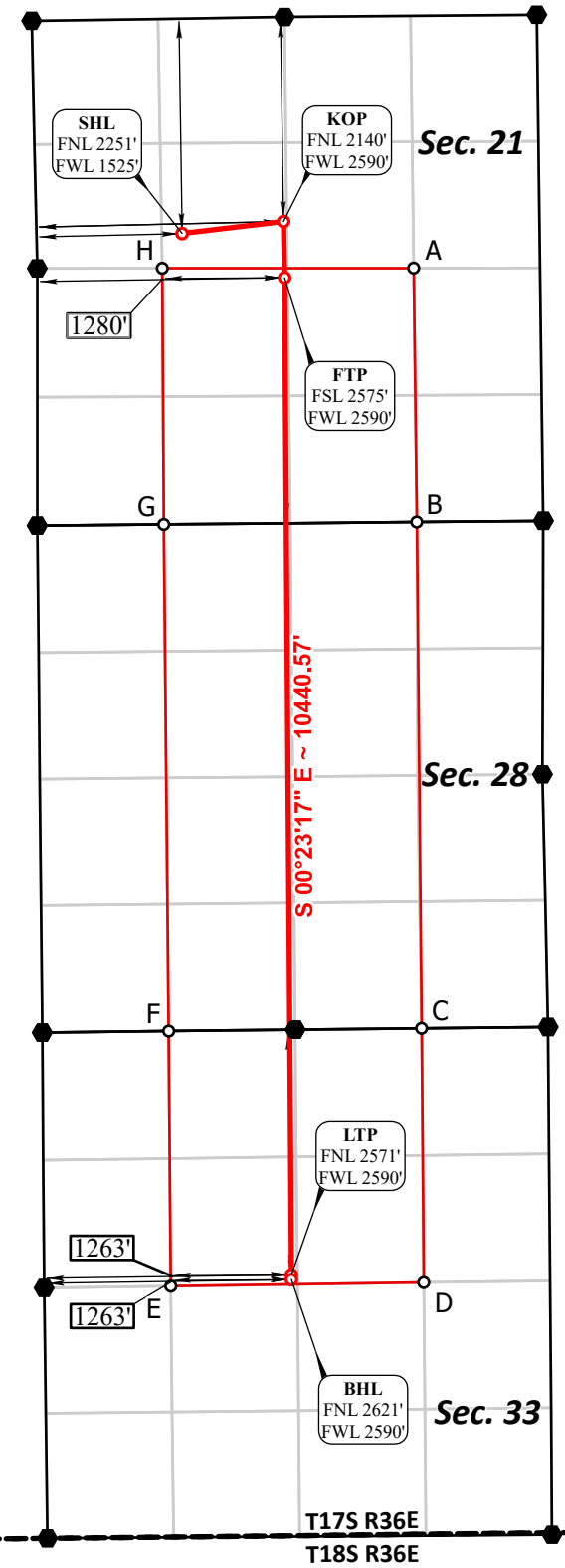
**SHL**
FNL 2251' FWL 1525', SECTION 21
**NAD 83, SPCS NM EAST**
X:839371.78' / Y:663951.83'
LAT:32.82147150 / LON:-103.36316520
**NAD 27, SPCS NM EAST**
X:798192.95' / Y:663887.95'
LAT:32.82135156 / LON:-103.36267119

**KOP**
FNL 2140' FWL 2590', SECTION 21
**NAD 83, SPCS NM EAST**
X:840434.21' / Y:664078.37'
LAT:32.82179240 / LON:-103.35970340
**NAD 27, SPCS NM EAST**
X:799255.38' / Y:664014.52'
LAT:32.82167255 / LON:-103.35920947

**FTP**
FSL 2575' FWL 2590', SECTION 21
**NAD 83, SPCS NM EAST**
X:840444.66' / Y:663489.49'
LAT:32.82017376 / LON:-103.35968704
**NAD 27, SPCS NM EAST**
X:799265.81' / Y:663425.66'
LAT:32.82005390 / LON:-103.35919318

**LTP**
FNL 2571' FWL 2590', SECTION 33
**NAD 83, SPCS NM EAST**
X:840515.35' / Y:653049.16'
LAT:32.79147929 / LON:-103.35976982
**NAD 27, SPCS NM EAST**
X:799336.19' / Y:652985.57'
LAT:32.79135923 / LON:-103.35927713

**BHL**
FNL 2621' FWL 2590', SECTION 33
**NAD 83, SPCS NM EAST**
X:840515.71' / Y:652999.16'
LAT:32.79134187 / LON:-103.35977016
**NAD 27, SPCS NM EAST**
X:799336.54' / Y:652935.58'
LAT:32.79122181 / LON:-103.35927747




| CORNER COORDINATES NAD 83, SPCS NM EAST | CORNER COORDINATES NAD 27, SPCS NM EAST |
|---|---|
| A - X: 841796.57' / Y:663590.57' | A - X: 800617.72' / Y:663526.78' |
| B - X: 841829.10' / Y:660927.76' | B - X: 800650.17' / Y:660864.03' |
| C - X: 841879.57' / Y:655634.01' | C - X: 800700.48' / Y:655570.41' |
| D - X: 841902.09' / Y:652968.93' | D - X: 800722.91' / Y:652905.39' |
| E - X: 839253.00' / Y:652931.15' | E - X: 798073.85' / Y:652867.52' |
| F - X: 839231.50' / Y:655604.67' | F - X: 798052.42' / Y:655540.98' |
| G - X: 839179.57' / Y:660902.17' | G - X: 798000.65' / Y:660838.35' |
| H - X: 839164.00' / Y:663588.48' | H - X: 797985.16' / Y:663524.59' |

Drill Line Events · Section Corners · Drill Line · Dimension Lines · Federal Leases · Project Area

JOB No. BTA_0006_VC22
REV 1 ANC 2/21/2025

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

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

| C-102 | State of New Mexico<br>Energy, Minerals, & Natural Resources Department<br>OIL CONSERVATION DIVISION | Revised July 9, 2024<br>PAGE 1 OF 2 |
|---|---|---|
| Submit Electronically<br>Via OCD Permitting | | Submittal Type: [X] Initial Submittal [ ] Amended Report [ ] As Drilled |

## WELL LOCATION INFORMATION

| API Number | Pool Code | Pool Name |
|---|---|---|
| | [98333] | WC-025 G-09 S173615C; UPPER PENN |

| Property Code | Property Name | Well Number |
|---|---|---|
| | VINDICATOR CANYON STATE UNIT COM | 418H |

| OGRID No. | Operator Name | Ground Level Elevation |
|---|---|---|
| 260297 | BTA OIL PRODUCERS, LLC | 3875' |

Surface Owner: [ ] State [X] Fee [ ] Tribal [ ] Federal

Mineral Owner: [X] State [ ] Fee [ ] Tribal [ ] Federal

### Surface Location

| UL | Section | Township | Range | Lot | Ft. from N/S | Ft. from E/W | Latitude (NAD83) | Longitude (NAD83) | County |
|---|---|---|---|---|---|---|---|---|---|
| F | 21 | 17S | 36E | | 2250' FNL | 1495' FWL | 32.82147208 | -103.36326277 | LEA |

### Bottom Hole Location

| UL | Section | Township | Range | Lot | Ft. from N/S | Ft. from E/W | Latitude (NAD83) | Longitude (NAD83) | County |
|---|---|---|---|---|---|---|---|---|---|
| K | 09 | 17S | 36E | | 2605' FSL | 1815' FWL | 32.84932876 | -103.36236307 | LEA |

| Dedicated Acres | Infill or Defining Well | Defining Well API | Overlapping Spacing Unit (Y/N) | Consolidation Code |
|---|---|---|---|---|
| 320.00 | Defining | | N | P |

Order Numbers: Pending

Well setbacks are under Common Ownership: [ ] Yes [ ] No

### Kick Off Point (KOP)

| UL | Section | Township | Range | Lot | Ft. from N/S | Ft. from E/W | Latitude (NAD83) | Longitude (NAD83) | County |
|---|---|---|---|---|---|---|---|---|---|
| K | 21 | 17S | 36E | | 2140' FSL | 1815' FWL | 32.81897728 | -103.36222263 | LEA |

### First Take Point (FTP)

| UL | Section | Township | Range | Lot | Ft. from N/S | Ft. from E/W | Latitude (NAD83) | Longitude (NAD83) | County |
|---|---|---|---|---|---|---|---|---|---|
| F | 21 | 17S | 36E | | 2518' FNL | 1815' FWL | 32.82074136 | -103.36220950 | LEA |

### Last Take Point (LTP)

| UL | Section | Township | Range | Lot | Ft. from N/S | Ft. from E/W | Latitude (NAD83) | Longitude (NAD83) | County |
|---|---|---|---|---|---|---|---|---|---|
| K | 09 | 17S | 36E | | 2555' FSL | 1815' FWL | 32.84919134 | -103.36236282 | LEA |

| Unitized Area or Area of Uniform Interest | Spacing Unit Type: | Ground Floor Elevation |
|---|---|---|
| Pending | [X] Horizontal [ ] Vertical | 3875' |

### 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: 2/26/2025

Liz Velasco
Printed Name

lvelasco@btaoil.com
Email Address

### SURVEYOR CERTIFICATIONS

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

JOHN M RUSSELL
NEW MEXICO
29049
PROFESSIONAL SURVEYOR

Signature and Seal of Professional Surveyor

| Certificate Number | Date of Survey |
|---|---|
| 29049 | FEBRUARY 24, 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

# VINDICATOR CANYON STATE UNIT COM 418H



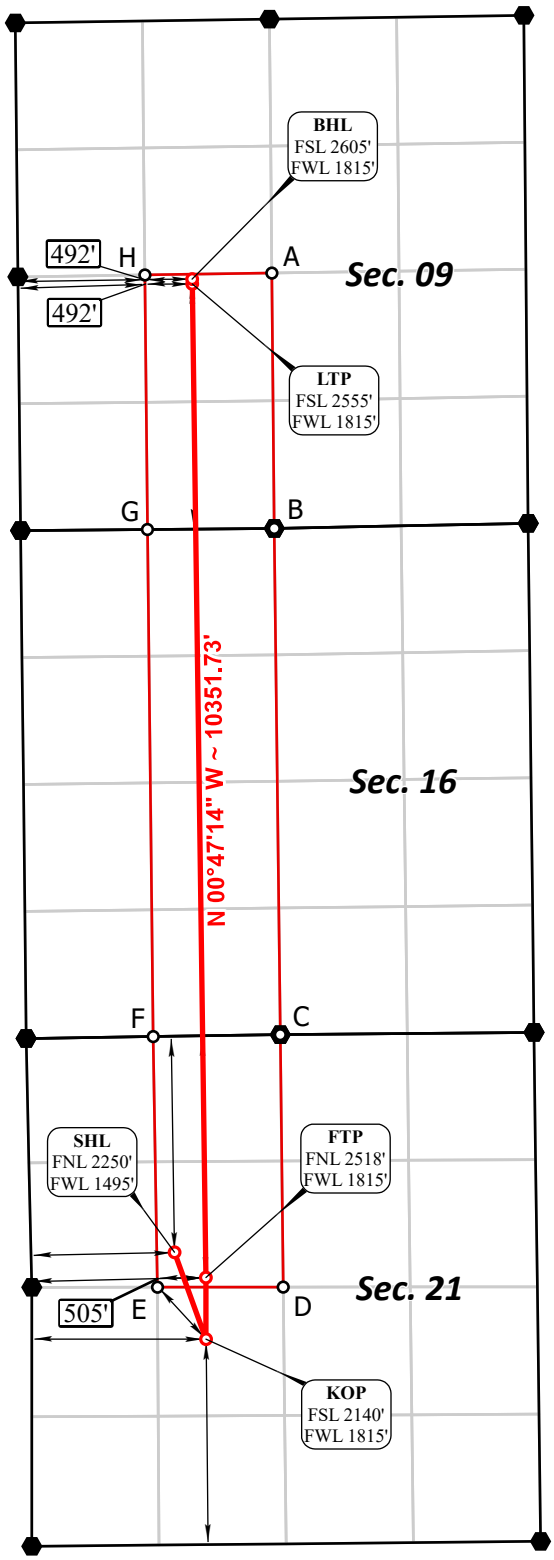
**BHL**
FSL 2605' FWL 1815', SECTION 09
**NAD 83, SPCS NM EAST**
X:839525.06' / Y:674089.63'
LAT:32.84932876 / LON:-103.36236307
**NAD 27, SPCS NM EAST**
X:798346.53' / Y:674025.51'
LAT:32.84920903 / LON:-103.36186796

**LTP**
FSL 2555' FWL 1815', SECTION 09
**NAD 83, SPCS NM EAST**
X:839525.60' / Y:674039.63'
LAT:32.84919134 / LON:-103.36236282
**NAD 27, SPCS NM EAST**
X:798347.07' / Y:673975.51'
LAT:32.84907161 / LON:-103.36186771

**FTP**
FNL 2518' FWL 1815', SECTION 21
**NAD 83, SPCS NM EAST**
X:839667.83' / Y:663688.88'
LAT:32.82074136 / LON:-103.36220950
**NAD 27, SPCS NM EAST**
X:798488.99' / Y:663625.01'
LAT:32.82062144 / LON:-103.36171555

**KOP**
FSL 2140' FWL 1815', SECTION 21
**NAD 83, SPCS NM EAST**
X:839669.69' / Y:663047.00'
LAT:32.81897728 / LON:-103.36222263
**NAD 27, SPCS NM EAST**
X:798490.83' / Y:662983.15'
LAT:32.81885734 / LON:-103.36172876

**SHL**
FNL 2250' FWL 1495', SECTION 21
**NAD 83, SPCS NM EAST**
X:839341.81' / Y:663951.77'
LAT:32.82147208 / LON:-103.36326277
**NAD 27, SPCS NM EAST**
X:798162.97' / Y:663887.88'
LAT:32.82135213 / LON:-103.36276877




| CORNER COORDINATES NAD 83, SPCS NM EAST | CORNER COORDINATES NAD 27, SPCS NM EAST |
|---|---|
| A - X: 840355.34' / Y:674151.95' | A - X: 799176.81' / Y:674087.86' |
| B - X: 840380.41' / Y:671492.02' | B - X: 799201.80' / Y:671427.99' |
| C - X: 840442.87' / Y:666218.74' | C - X: 799264.10' / Y:666154.83' |
| D - X: 840473.34' / Y:663589.52' | D - X: 799294.49' / Y:663525.68' |
| E - X: 839164.00' / Y:663588.48' | E - X: 797985.16' / Y:663524.59' |
| F - X: 839119.44' / Y:666198.96' | F - X: 797940.68' / Y:666135.01' |
| G - X: 839059.26' / Y:671481.04' | G - X: 797880.65' / Y:671416.97' |
| H - X: 839032.53' / Y:674132.33' | H - X: 797854.00' / Y:674068.19' |

DELTA FIELD SERVICES

Drill Line Events · Section Corners · Drill Line · Dimension Lines · Federal Leases · Project Area

JOB No. BTA_0006_VC22
REV 1 ANC 2/21/2025

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

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

| C-102 | State of New Mexico<br>Energy, Minerals, & Natural Resources Department<br>OIL CONSERVATION DIVISION | Revised July 9, 2024<br>PAGE 1 OF 2 |
|---|---|---|
| Submit Electronically<br>Via OCD Permitting | | Submittal Type: [X] Initial Submittal [ ] Amended Report [ ] As Drilled |

## WELL LOCATION INFORMATION

| API Number | Pool Code | Pool Name |
|---|---|---|
| | [98333] | WC-025 G-09 S173615C; UPPER PENN |

| Property Code | Property Name | Well Number |
|---|---|---|
| | VINDICATOR CANYON STATE UNIT COM | 419H |

| OGRID No. | Operator Name | Ground Level Elevation |
|---|---|---|
| 260297 | BTA OIL PRODUCERS, LLC | 3874' |

Surface Owner: [ ] State [X] Fee [ ] Tribal [ ] Federal

Mineral Owner: [X] State [ ] Fee [ ] Tribal [ ] Federal

### Surface Location

| UL | Section | Township | Range | Lot | Ft. from N/S | Ft. from E/W | Latitude (NAD83) | Longitude (NAD83) | County |
|---|---|---|---|---|---|---|---|---|---|
| F | 21 | 17S | 36E | | 2250' FNL | 1465' FWL | 32.82147300 | -103.36336052 | LEA |

### Bottom Hole Location

| UL | Section | Township | Range | Lot | Ft. from N/S | Ft. from E/W | Latitude (NAD83) | Longitude (NAD83) | County |
|---|---|---|---|---|---|---|---|---|---|
| E | 33 | 17S | 36E | | 2624' FNL | 990' FWL | 32.79131952 | -103.36497640 | LEA |

| Dedicated Acres | Infill or Defining Well | Defining Well API | Overlapping Spacing Unit (Y/N) | Consolidation Code |
|---|---|---|---|---|
| 320.00 | | | | |

Order Numbers:

Well setbacks are under Common Ownership: [ ] Yes [ ] No

### Kick Off Point (KOP)

| UL | Section | Township | Range | Lot | Ft. from N/S | Ft. from E/W | Latitude (NAD83) | Longitude (NAD83) | County |
|---|---|---|---|---|---|---|---|---|---|
| E | 21 | 17S | 36E | | 2140' FNL | 986' FWL | 32.82176692 | -103.36492491 | LEA |

### First Take Point (FTP)

| UL | Section | Township | Range | Lot | Ft. from N/S | Ft. from E/W | Latitude (NAD83) | Longitude (NAD83) | County |
|---|---|---|---|---|---|---|---|---|---|
| L | 21 | 17S | 36E | | 2589' FSL | 980' FWL | 32.82021090 | -103.36492754 | LEA |

### Last Take Point (LTP)

| UL | Section | Township | Range | Lot | Ft. from N/S | Ft. from E/W | Latitude (NAD83) | Longitude (NAD83) | County |
|---|---|---|---|---|---|---|---|---|---|
| E | 33 | 17S | 36E | | 2574' FNL | 990' FWL | 32.79145694 | -103.36497607 | LEA |

| Unitized Area or Area of Uniform Interest | Spacing Unit Type: [X] Horizontal [ ] Vertical | Ground Floor Elevation |
|---|---|---|
| | | 3874' |

### 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: 8.12.25 Date

LIZ VELASCO

Printed Name

LVELASCO@BTAOIL.COM

Email Address

### SURVEYOR CERTIFICATIONS

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

JOHN M RUSSELL
NEW MEXICO
29049
PROFESSIONAL SURVEYOR

Signature and Seal of Professional Surveyor

| Certificate Number | Date of Survey |
|---|---|
| 29049 | JULY 17, 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

# VINDICATOR CANYON STATE UNIT COM 419H



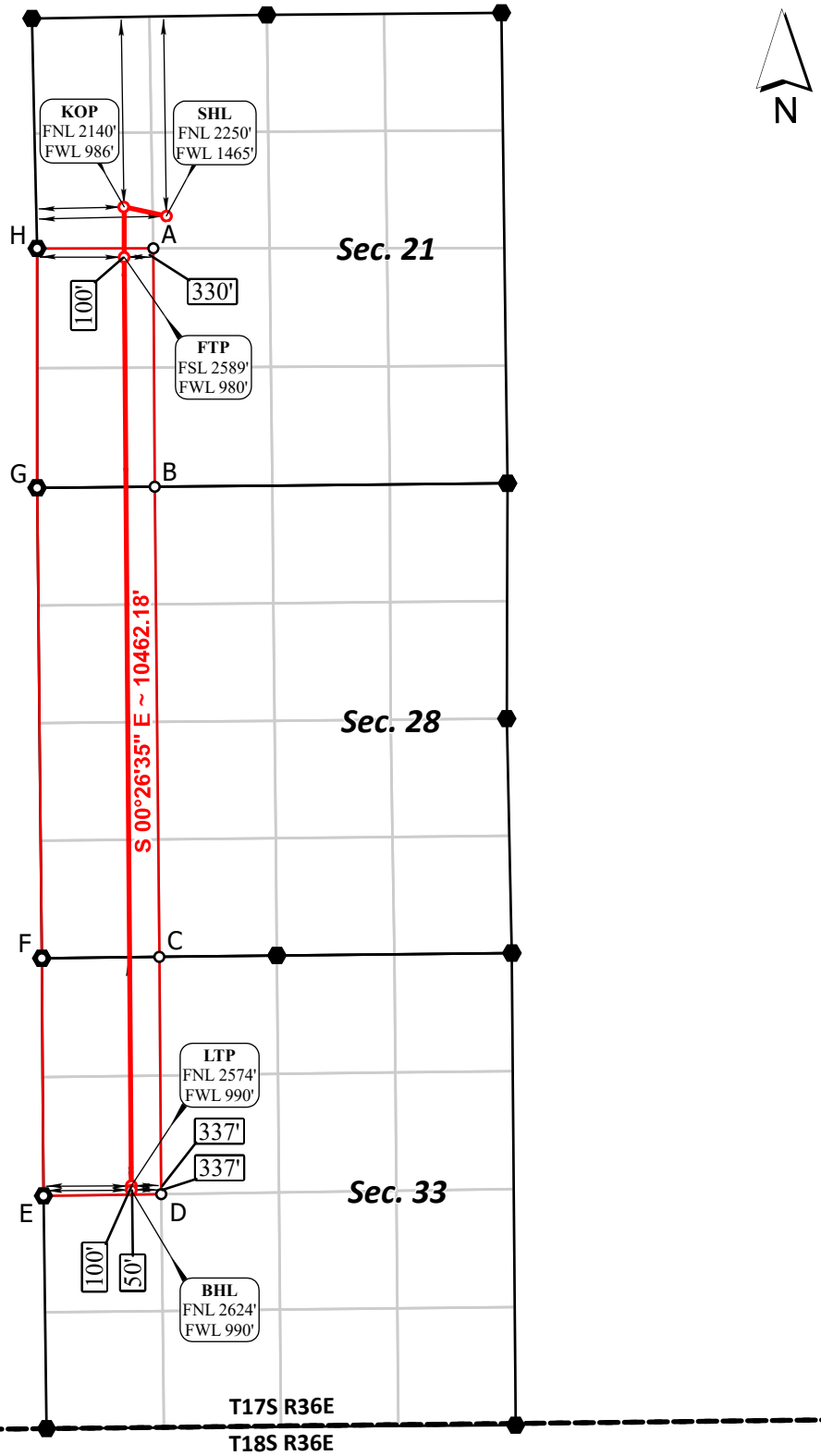
**SHL**
FNL 2250' FWL 1465', SECTION 21
**NAD 83, SPCS NM EAST**
X:839311.77' / Y:663951.83'
LAT:32.82147300 / LON:-103.36336052
**NAD 27, SPCS NM EAST**
X:798132.94' / Y:663887.94'
LAT:32.82135305 / LON:-103.36286651

**KOP**
FNL 2140' FWL 986', SECTION 21
**NAD 83, SPCS NM EAST**
X:838830.20' / Y:664054.36'
LAT:32.82176692 / LON:-103.36492491
**NAD 27, SPCS NM EAST**
X:797651.37' / Y:663990.46'
LAT:32.82164694 / LON:-103.36443085

**FTP**
FSL 2589' FWL 980', SECTION 21
**NAD 83, SPCS NM EAST**
X:838834.57' / Y:663488.21'
LAT:32.82021090 / LON:-103.36492754
**NAD 27, SPCS NM EAST**
X:797655.73' / Y:663424.32'
LAT:32.82009091 / LON:-103.36443355

**LTP**
FNL 2574' FWL 990', SECTION 33
**NAD 83, SPCS NM EAST**
X:838915.47' / Y:653026.34'
LAT:32.79145694 / LON:-103.36497607
**NAD 27, SPCS NM EAST**
X:797736.32' / Y:652962.70'
LAT:32.79133674 / LON:-103.36448323

**BHL**
FNL 2624' FWL 990', SECTION 33
**NAD 83, SPCS NM EAST**
X:838915.83' / Y:652976.34'
LAT:32.79131952 / LON:-103.36497640
**NAD 27, SPCS NM EAST**
X:797736.67' / Y:652912.70'
LAT:32.79119932 / LON:-103.36448357




| CORNER COORDINATES NAD 83, SPCS NM EAST | CORNER COORDINATES NAD 27, SPCS NM EAST |
|---|---|
| A - X: 839164.00' / Y:663588.48' | A - X: 797985.16' / Y:663524.59' |
| B - X: 839179.57' / Y:660902.17' | B - X: 798000.65' / Y:660838.35' |
| C - X: 839231.50' / Y:655604.67' | C - X: 798052.42' / Y:655540.98' |
| D - X: 839253.00' / Y:652931.15' | D - X: 798073.85' / Y:652867.52' |
| E - X: 837926.26' / Y:652912.23' | E - X: 796747.11' / Y:652848.55' |
| F - X: 837907.21' / Y:655589.00' | F - X: 796728.14' / Y:655525.25' |
| G - X: 837854.81' / Y:660889.38' | G - X: 796675.89' / Y:660825.51' |
| H - X: 837854.66' / Y:663587.44' | H - X: 796675.82' / Y:663523.51' |

DELTA FIELD SERVICES

Drill Line Events · Section Corners · Drill Line · Dimension Lines · Federal Leases · Project Area

JOB No. BTA_0006_VC22
REV 3 ANC 7/16/2025

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

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

| C-102 | State of New Mexico<br>Energy, Minerals, & Natural Resources Department<br>OIL CONSERVATION DIVISION | Revised July 9, 2024<br>PAGE 1 OF 2 |
|---|---|---|
| Submit Electronically<br>Via OCD Permitting | | Submittal Type: [X] Initial Submittal [ ] Amended Report [ ] As Drilled |

## WELL LOCATION INFORMATION

| API Number | Pool Code | Pool Name |
|---|---|---|
| | [98333] | WC-025 G-09 S173615C; UPPER PENN |

| Property Code | Property Name | Well Number |
|---|---|---|
| | VINDICATOR CANYON STATE UNIT COM | 420H |

| OGRID No. | Operator Name | Ground Level Elevation |
|---|---|---|
| 260297 | BTA OIL PRODUCERS, LLC | 3875' |

Surface Owner: [ ] State [X] Fee [ ] Tribal [ ] Federal

Mineral Owner: [X] State [ ] Fee [ ] Tribal [ ] Federal

### Surface Location

| UL | Section | Township | Range | Lot | Ft. from N/S | Ft. from E/W | Latitude (NAD83) | Longitude (NAD83) | County |
|---|---|---|---|---|---|---|---|---|---|
| F | 21 | 17S | 36E | | 2249' FNL | 1435' FWL | 32.82147385 | -103.36345836 | LEA |

### Bottom Hole Location

| UL | Section | Township | Range | Lot | Ft. from N/S | Ft. from E/W | Latitude (NAD83) | Longitude (NAD83) | County |
|---|---|---|---|---|---|---|---|---|---|
| L | 09 | 17S | 36E | | 2595' FSL | 350' FWL | 32.84930595 | -103.36713304 | LEA |

| Dedicated Acres | Infill or Defining Well | Defining Well API | Overlapping Spacing Unit (Y/N) | Consolidation Code |
|---|---|---|---|---|
| 320.00 | | | | |

Order Numbers:

Well setbacks are under Common Ownership: [ ] Yes [ ] No

### Kick Off Point (KOP)

| UL | Section | Township | Range | Lot | Ft. from N/S | Ft. from E/W | Latitude (NAD83) | Longitude (NAD83) | County |
|---|---|---|---|---|---|---|---|---|---|
| L | 21 | 17S | 36E | | 2140' FSL | 350' FWL | 32.81897530 | -103.36699123 | LEA |

### First Take Point (FTP)

| UL | Section | Township | Range | Lot | Ft. from N/S | Ft. from E/W | Latitude (NAD83) | Longitude (NAD83) | County |
|---|---|---|---|---|---|---|---|---|---|
| E | 21 | 17S | 36E | | 2497' FNL | 350' FWL | 32.82077507 | -103.36697894 | LEA |

### Last Take Point (LTP)

| UL | Section | Township | Range | Lot | Ft. from N/S | Ft. from E/W | Latitude (NAD83) | Longitude (NAD83) | County |
|---|---|---|---|---|---|---|---|---|---|
| L | 09 | 17S | 36E | | 2545' FSL | 350' FWL | 32.84916853 | -103.36713278 | LEA |

| Unitized Area or Area of Uniform Interest | Spacing Unit Type: [X] Horizontal [ ] Vertical | Ground Floor Elevation |
|---|---|---|
| | | 3875' |

### 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: 8/12/2025 Date

LIZ VELASCO

Printed Name

LVELASCO@BTAOIL.COM

Email Address

### SURVEYOR CERTIFICATIONS

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

JOHN M RUSSELL
NEW MEXICO
29049
PROFESSIONAL SURVEYOR

Signature and Seal of Professional Surveyor

| Certificate Number | Date of Survey |
|---|---|
| 29049 | JULY 17, 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

# VINDICATOR CANYON STATE UNIT COM 420H



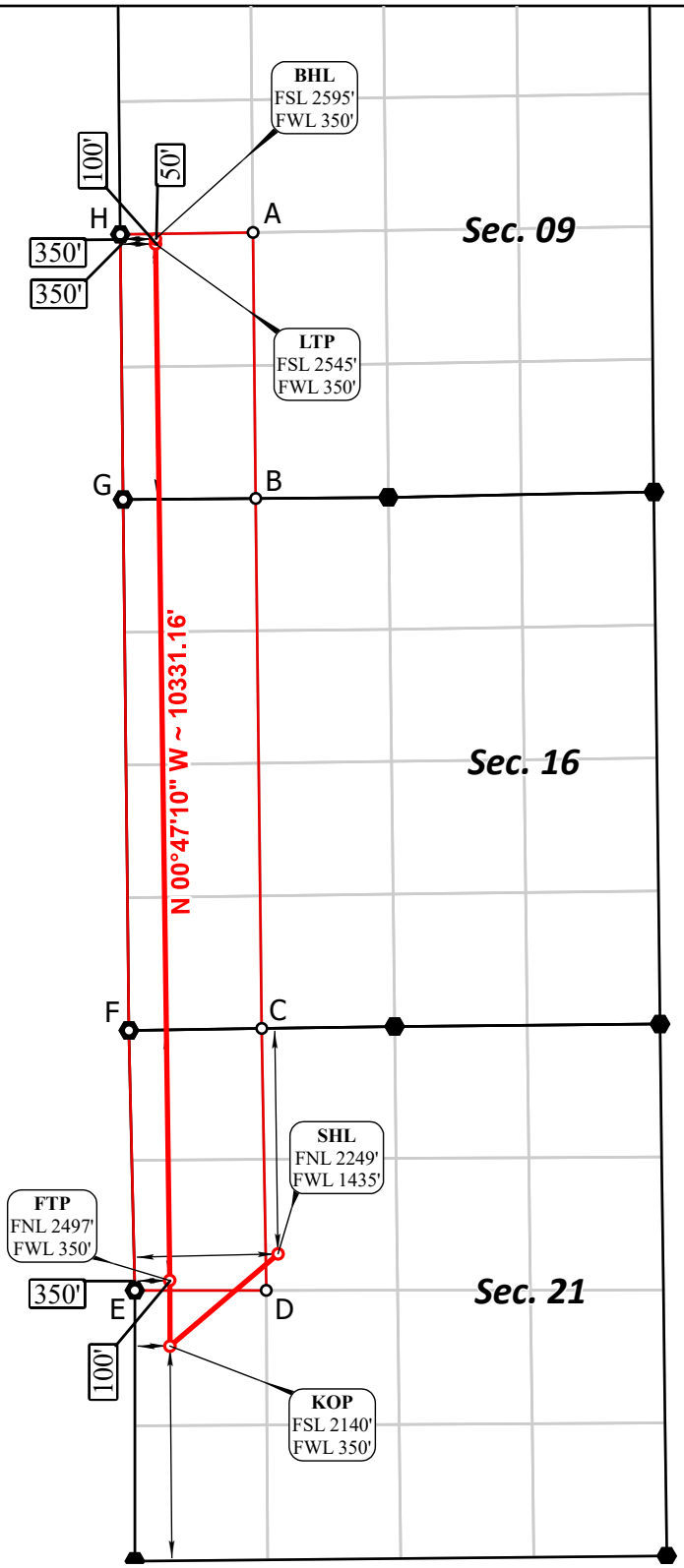
**BHL**
FSL 2595' FWL 350', SECTION 09
**NAD 83, SPCS NM EAST**
X:838060.21' / Y:674067.89'
LAT:32.84930595 / LON:-103.36713304
**NAD 27, SPCS NM EAST**
X:796881.68' / Y:674003.73'
LAT:32.84918611 / LON:-103.36663780

**LTP**
FSL 2545' FWL 350', SECTION 09
**NAD 83, SPCS NM EAST**
X:838060.75' / Y:674017.90'
LAT:32.84916853 / LON:-103.36713278
**NAD 27, SPCS NM EAST**
X:796882.22' / Y:673953.73'
LAT:32.84904869 / LON:-103.36663755

**FTP**
FNL 2497' FWL 350', SECTION 21
**NAD 83, SPCS NM EAST**
X:838202.48' / Y:663687.71'
LAT:32.82077507 / LON:-103.36697894
**NAD 27, SPCS NM EAST**
X:797023.64' / Y:663623.79'
LAT:32.82065503 / LON:-103.36648486

**KOP**
FSL 2140' FWL 350', SECTION 21
**NAD 83, SPCS NM EAST**
X:838204.69' / Y:663032.85'
LAT:32.81897530 / LON:-103.36699123
**NAD 27, SPCS NM EAST**
X:797025.83' / Y:662968.95'
LAT:32.81885524 / LON:-103.36649723

**SHL**
FNL 2249' FWL 1435', SECTION 21
**NAD 83, SPCS NM EAST**
X:839281.71' / Y:663951.86'
LAT:32.82147385 / LON:-103.36345836
**NAD 27, SPCS NM EAST**
X:798102.88' / Y:663887.97'
LAT:32.82135390 / LON:-103.36296435




| CORNER COORDINATES NAD 83, SPCS NM EAST | CORNER COORDINATES NAD 27, SPCS NM EAST |
|---|---|
| A - X: 839032.53' / Y:674132.33' | A - X: 797854.00' / Y:674068.19' |
| B - X: 839059.26' / Y:671481.04' | B - X: 797880.65' / Y:671416.97' |
| C - X: 839119.44' / Y:666198.96' | C - X: 797940.68' / Y:666135.01' |
| D - X: 839164.00' / Y:663588.48' | D - X: 797985.16' / Y:663524.59' |
| E - X: 837854.66' / Y:663587.44' | E - X: 796675.82' / Y:663523.51' |
| F - X: 837796.01' / Y:666179.18' | F - X: 796617.25' / Y:666115.18' |
| G - X: 837738.10' / Y:671470.07' | G - X: 796559.50' / Y:671405.95' |
| H - X: 837709.71' / Y:674112.70' | H - X: 796531.19' / Y:674048.52' |

DELTA FIELD SERVICES

Drill Line Events · Section Corners · Drill Line · Dimension Lines · Federal Leases · Project Area

JOB No. BTA_0006_VC22
REV 2 ANC 7/16/2025

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

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

PENDING

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

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

**COMMUNITIZATION AGREEMENT**
ONLINE Version
API #: 30-0 25-54819 Vindicator Canyon State Unit Com - 417H

THIS COMMUNITIZATION AGREEMENT ("Agreement") [which is NOT to be used for carbon dioxide or helium] is entered into and made effective this 15th [day] of August [month], 2025, by and between the parties signing below ("Parties"):

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

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 SW/4, W/2 SE/4 of Section 21, E/2 W/2, W/2 E/2 of Section 28, and E/2 NW/4, W/2 NE/4 of

0f Sect(s): 33 Twp: 17S Rng: 36E 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 topromote the conservation of the hydrocarbons in and that may be produced from said formation inand under said lands, and would be in the public interest;

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

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

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the Parties that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals or performance of other lease obligations under the terms of said leases shall not be affected by this Agreement; andexcept 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 bereleased from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

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

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

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.

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

By Adams B. Davenport
Print name of person WDP

Member
Type of authority

Adams B. Davenport
Signature

Lessees of Record BTA Oil Producers, LLC, BTA Oil Producers, LLC

BTA Oil Producers, LLC, XTO Holdings, LLC

ConocoPhillips Company

BTA Oil Producers, LLC

Attach additional page(s) if needed.

**OPERATOR:** BTA Oil Producers, LLC

**BY:** Adams B. Davenport, Member WDP **(Name and Title of Authorized Agent)**

Adams B. 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 : September 17, 2025

By: Adams B. Davenport

Name(s) of Person(s)

(Seal)

KAREN TOWNSON
Notary Public, State of Texas
Comm. Expires 06-20-2027
Notary ID 13441480-0

Signature of Notarial Officer

My commission expires: 6-20-27

ONLINE version

State/State

**Lease # and Lessee of Record:** V0-1591-0000 BTA Oil Producers, LLC

**BY:** Adams B. Davenport, Member WDP **(Name and Title of Authorized Agent)**

Adams B. 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: September 17, 2025

By: Adams B. Davenport

Name(s) of Person(s)

Karen Townson

Signature of Notarial Officer

(Seal) KAREN TOWNSON
Notary Public, State of Texas
Comm. Expires 06-20-2027
Notary ID 13441480-0

My commission expires: 6-20-27

ONLINE version

State/State

**Lease # and Lessee of Record:** V0-0302-0002 BTA Oil Producers, LLC

**BY:** Adams B. Davenport, Member WOP **(Name and Title of Authorized Agent)**

Adams B. 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: September 17, 2025

By: Adams B. Davenport

Name(s) of Person(s)

(Seal) KAREN TOWNSON
Notary Public, State of Texas
Comm. Expires 06-20-2027
Notary ID 13441480-0

Karen Townson

Signature of Notarial Officer

My commission expires: 6-20-27

ONLINE version

State/State

**Lease # and Lessee of Record:** VC-0292-0002 BTA Oil Producers, LLC

**BY:** Adams B. Davenport, Member WDP **(Name and Title of Authorized Agent)**

Adams B. 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: September 17, 2025

By: Adams B. Davenport

Name(s) of Person(s)

KAREN TOWNSON
Notary Public, State of Texas
Comm. Expires 06-20-2027
Notary ID 13441480-0

Karen Townson

Signature of Notarial Officer

My commission expires: 6-20-27

ONLINE version

State/State

**Lease # and Lessee of Record:** B0-2735-0008 XTO Holdings, LLC

**BY:** Jarod Rolland - Commercial and Land Manager **(Name and Title of Authorized Agent)**

Agent and Attorney-in-Fact

**(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 Harris )

This instrument was acknowledged before me on Date: September 30, 2025

By: Jarod Rolland

Name(s) of Person(s)

CYNTHIA LEA SLOAN NOTARY PUBLIC STATE OF TEXAS ID. 135181844 EXP. 11-22-2028

(Seal)

Cynthia Lea Sloan

Signature of Notarial Officer

My commission expires: 11.22.2028

ONLINE version

State/State

**Lease # and Lessee of Record:** B0-1608-0000 ConocoPhillips Company

**BY:** Brian C. Levea, Attorney-in-Fact **(Name and Title of Authorized Agent)**

**(Signature of Authorized Agent)** mal KA

**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: ~~September~~ October 15, 2025

By: Brian C. Levea

Name(s) of Person(s)

KATHLEEN GARRETT
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 04/15/28
NOTARY ID 130618802

(Seal)

Signature of Notarial Officer

My commission expires: 4-15-2028

ONLINE version State/State 11

**Lease # and Lessee of Record:** VC-0723-0001 BTA Oil Producers, LLC

**BY:** Adams B. Davenport, Member WDP **(Name and Title of Authorized Agent)**

Adams B. 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: September 17, 2025

By: Adams B. Davenport

Name(s) of Person(s)

KAREN TOWNSON
Notary Public, State of Texas
Comm. Expires 06-20-2027
Notary ID 13441480-0

(Seal)

Karen Townson

Signature of Notarial Officer

My commission expires: 6-20-27

ONLINE version

State/State

**EXHIBIT A**

Attached to and made a part of that Communitization Agreement dated August 15, 20 25

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

BTA Oil Producers, LLC, XTO Holdings, LLC, ConocoPhillips Company

BTA Oil Producers, LLC, (Record Title Holders/Lessees of Record) covering

the Subdivisions : E/2 SW/4, W/2 SE/4 of Section 21, E/2 W/2, W/2 E/2 of Section 28, and E/2 NW/4, W/2 NE/4 of

Sect(s): 33, Twnshp 17S, Rnge: 36E, NMPM Lea County, NM

Limited in depth from_____ft to_____ft. (enter here what is granted in pooling order if applicable)

OPERATOR of Communitized Area: BTA Oil Producers, LLC

**DESCRIPTION OF LEASES COMMITTED:**

**TRACT NO. 1**

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

Lessee of Record: BTA Oil Producers, LLC

Serial No. of Lease: V0-1591-0000 Date of Lease: 09/01/1985

Description of Lands Committed:

Subdivisions: E/2 SW/4 and W/2 SE/4 of

Sect(s): 21 Twnshp: 17S, Rng: 36E NMPM Lea County NM

No. of Acres: 160

**TRACT NO. 2**

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

Lessee of Record: BTA Oil Producers, LLC

Serial No. of Lease: VC-0302-0002 Date of Lease: 12/01/2017

Description of Lands Committed:

Subdivisions: E/2 NW/4 and W/2 NE/4 of

Sect(s): 28 Twnshp: 17S Rng: 36E NMPM Lea County, NM

No. of Acres: 160

**TRACT NO. 3**

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--0292-0002 Date of Lease: 12/01/2017

Description of Lands Committed:

Subdivisions: E/2 SW/4 and W/2 SE/4 of

Sect(s): 28 Twnshp: 17S Rng: 36E NMPM Lea County, NM

No. of Acres: 160

**TRACT NO. 4**

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

Lessee of Record: XTO Holdings, LLC

Serial No. of Lease: B0-2735-0008 Date of Lease: 04/10/1934

Description of Lands Committed:

Subdivisions: NE/4 NW/4 of

Sect(s): 33 Twnshp: 17S Rng: 36E NMPM Lea County, NM

No. of Acres: 40

**TRACT NO. 5**

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

Lessee of Record: ConocoPhillips Company

Serial No. of Lease: B0-1608-0000 Date of Lease: 01/10/1933

Description of Lands Committed:

Subdivisions: SE/4 NW/4

Sect(s): 33 Twnshp: 17S Rng: 36E NMPM Lea County, NM

No. of Acres: 40

**TRACT NO. 6**

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-0723-0001 Date of Lease: 05/01/2025

Description of Lands Committed:

Subdivisions: W/2 NE/4

Sect(s): 33 Twnshp: 17S Rng: 36E NMPM Lea County, NM

No. of Acres: 80

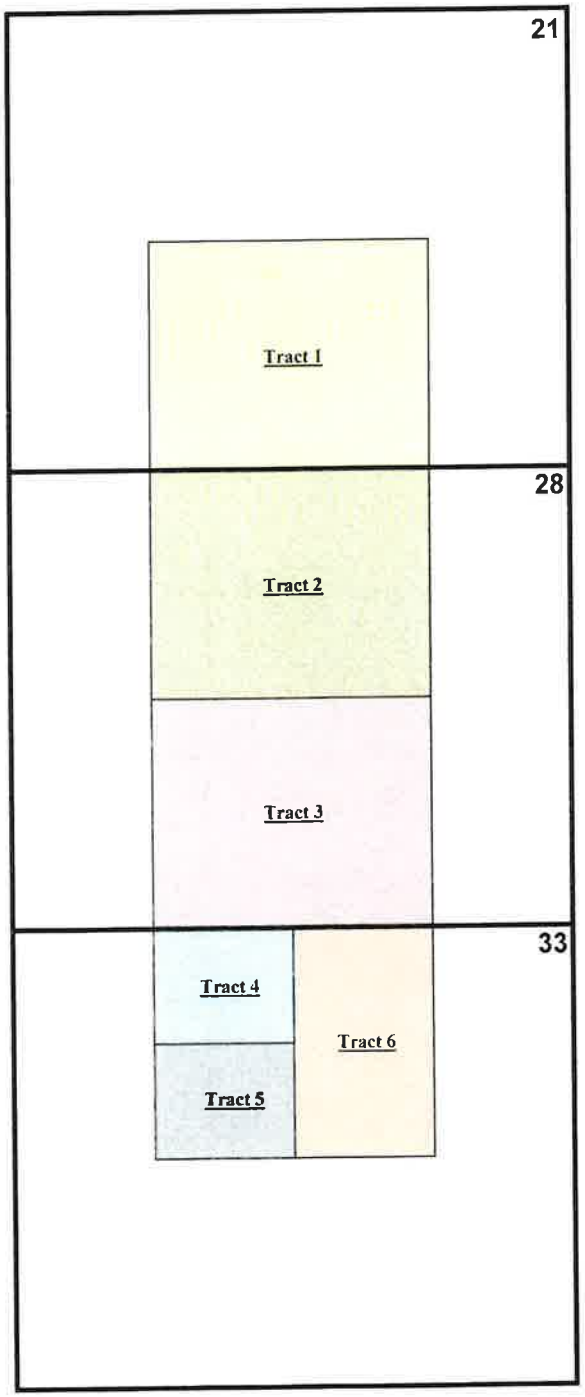
**RECAPITULATION**

| Tract number | Number of Acres Committed | Percentage of Interest In Communitized Area (Must equal 100%) |
|---|---|---|
| No. 1 | 160 | 25.00% |
| No. 2 | 160 | 25.00% |
| No. 3 | 160 | 25.00% |
| No. 4 | 40 | 6.25% |
| No. 5 | 40 | 6.25% |
| No. 6 | 80 | 12.50% |
| TOTALS | 640 | 100.00% |

# EXHIBIT "A"

**Attached to Communitizaton Agreement dated August 15, 2025, between BTA Oil Producers, LLC, et al, covering the E/2 SW/4, and W/2 SE/4 of Section 21, the E/2 W/2, and W/2 E/2 of Section 28, and E/2 NW/4 and W/2 NE/4 of Section 33, Township 17 South, Range 36 East, N.M.P.M., Lea County, New Mexico, containing 640 acres, more or less.**

**BTA Oil Producers, LLC - Vindicator Canyon State Unit Com 417H - API# 30-025-54819**




Tract 1 - 25.00%
160.00 Acres
State of New Mexico
OGL V0-1591
E/2 SW/4 and W/2 SE/4
Section 21

Tract 2 - 25.00%
160.00 Acres
State of New Mexico
OGL VC-0302
E/2 NW/4 and
W/2 NE/4 Section 28

Tract 3 - 25.00%
160.00 Acres
State of New Mexico
OGL VC-0292
E/2 SW/4 and W/2 SE/4
Section 28

Tract 4 - 6.25%
40.00 Acres
State of New Mexico
OGL B0-2735
NE/4 NW/4 Section 33

Tract 5 - 6.25%
40.00 Acres
State of New Mexico
OGL B0-1608
SE/4 NW/4 Section 33

Tract 6 - 12.50%
80.00 Acres
State of New Mexico
OGL VC-0723
W/2 NE/4 Section 33

Total Communitized
Area
640 acres

**T17S-R36E**
**LEA COUNTY, NM**

PENDING

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

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

# COMMUNITIZATION AGREEMENT

ONLINE Version

API #: 30-0 25-54820 Vindicator Canyon State Unit Com - 418H

THIS COMMUNITIZATION AGREEMENT ("Agreement") [which is NOT to be used for carbon dioxide or helium] is entered into and made effective this 15th [day] of August [month], 2025, by and between the parties signing below ("Parties"):

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

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 SW/4 of Section 9, E/2 W/2 of Section 16, and E/2 NW/4

0f Sect(s): 21 Twp: 17S Rng: 36E NMPM Lea County, NM

Containing 320 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 topromote the conservation of the hydrocarbons in and that may be produced from said formation inand under said lands, and would be in the public interest;

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

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

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the Parties that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals or performance of other lease obligations under the terms of said leases shall not be affected by this Agreement; andexcept 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 bereleased from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

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

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

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.

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

By Adams B. Davenport WDP
Print name of person

Member
Type of authority

Adams B. Davenport
Signature

Lessees of Record Texas Standard Oil, LLC

Chevron USA Inc.

BTA Oil Producers, LLC

Attach additional page(s) if needed.

**OPERATOR:** BTA Oil Producers, LLC

**BY:** Adams B. Davenport, Member WDP **(Name and Title of Authorized Agent)**

Adams B. 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 : September 17, 2025

By: Adams B. Davenport

Name(s) of Person(s)

(Seal)

KAREN TOWNSON
Notary Public, State of Texas
Comm. Expires 06-20-2027
Notary ID 13441480-0

Karen Townson

Signature of Notarial Officer

My commission expires: 6-20-27

ONLINE version

State/State

**Lease # and Lessee of Record:** VC-1179-0000 Texas Standard Oil, LLC

**BY:** Thomas M. Roberson, Land Manager **(Name and Title of Authorized Agent)**

**(Signature of Authorized Agent)**

## Acknowledgment in an Individual Capacity

State of TEX )
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 Dallas )

This instrument was acknowledged before me on Date: September 19, 2025

By: Thomas M. Roberson

Name(s) of Person(s)

TERRENCE PROSSER, JR.
My Notary ID # 131665312
Expires August 1, 2026

(Seal)

Signature of Notarial Officer

My commission expires: 08/01/2026

ONLINE version State/State 7

**Lease # and Lessee of Record:** B0-1565-0012 Chevron USA Inc.

**BY:** Chris Cooper Attorney-in-Fact **(Name and Title of Authorized Agent)**

**(Signature of Authorized Agent)**

**Acknowledgment in an Individual Capacity**

State of ~~Texas~~ )
SS)
County of ~~Harris~~ )

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 Harris )

This instrument was acknowledged before me on Date: October 1, 2025

By: Chris Cooper

Name(s) of Person(s)

(Seal)

SIERRA NICHOLE GERONDALE
Notary ID #135524393
My Commission Expires
July 17, 2029

Signature of Notarial Officer

My commission expires: July 17, 2029

**Lease # and Lessee of Record:** VC-1563-0000 BTA Oil Producers, LLC

**BY:** Adams B. Davenport, Member WDP **(Name and Title of Authorized Agent)**

Adams B. 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: September 17, 2025

By: Adams B. Davenport

Name(s) of Person(s)

KAREN TOWNSON
Notary Public, State of Texas
Comm. Expires 06-20-2027
Notary ID 13441480-0

(Seal)

Karen Townson

Signature of Notarial Officer

My commission expires: 6-20-27

ONLINE
version

State/State

**EXHIBIT A**

Attached to and made a part of that Communitization Agreement dated August 15, 20 25

by and between BTA Oil Producers, LLC, (Operator) Texas Standard Oil LLC,

Chevron USA Inc., BTA Oil Producers, LLC, _____

_____, (Record Title Holders/Lessees of Record) covering

the Subdivisions : E/2 SW/4 of Section 9, E/2 W/2 of Section 16, and E/2 NW/4

Sect(s): 21, Twnshp 17S, Rnge: 36E, NMPM Lea County, NM

Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if applicable) Pennsylvanian Shale

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: Texas Standard Oil LLC

Serial No. of Lease: VC-1179-0000 Date of Lease: 10/01/2023

Description of Lands Committed:

Subdivisions: E/2 SW/4 of

Sect(s): 9 Twnshp: 17S, Rng: 36E 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: Chevron USA Inc.

Serial No. of Lease: B0-1565-0012 Date of Lease: 11/20/1928

Description of Lands Committed:

Subdivisions: E/2 W/2 of

Sect(s): 16 Twnshp: 17S Rng: 36E NMPM Lea County, NM

No. of Acres: 160

**TRACT NO. 3**

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: V0-1563-0000 Date of Lease: 08/01/1985

Description of Lands Committed:

Subdivisions: E/2 NW/4 of

Sect(s): 21 Twnshp: 17S Rng: 36E NMPM Lea County, NM

No. of Acres: 80

**TRACT NO. 4**

Lessor: _____

Lessee of Record: _____

Serial No. of Lease: _____ Date of Lease: _____

Description of Lands Committed:

Subdivisions: _____

Sect(s): _____ Twnshp: _____ Rng: _____ NMPM _____ County, NM

No. of Acres: _____

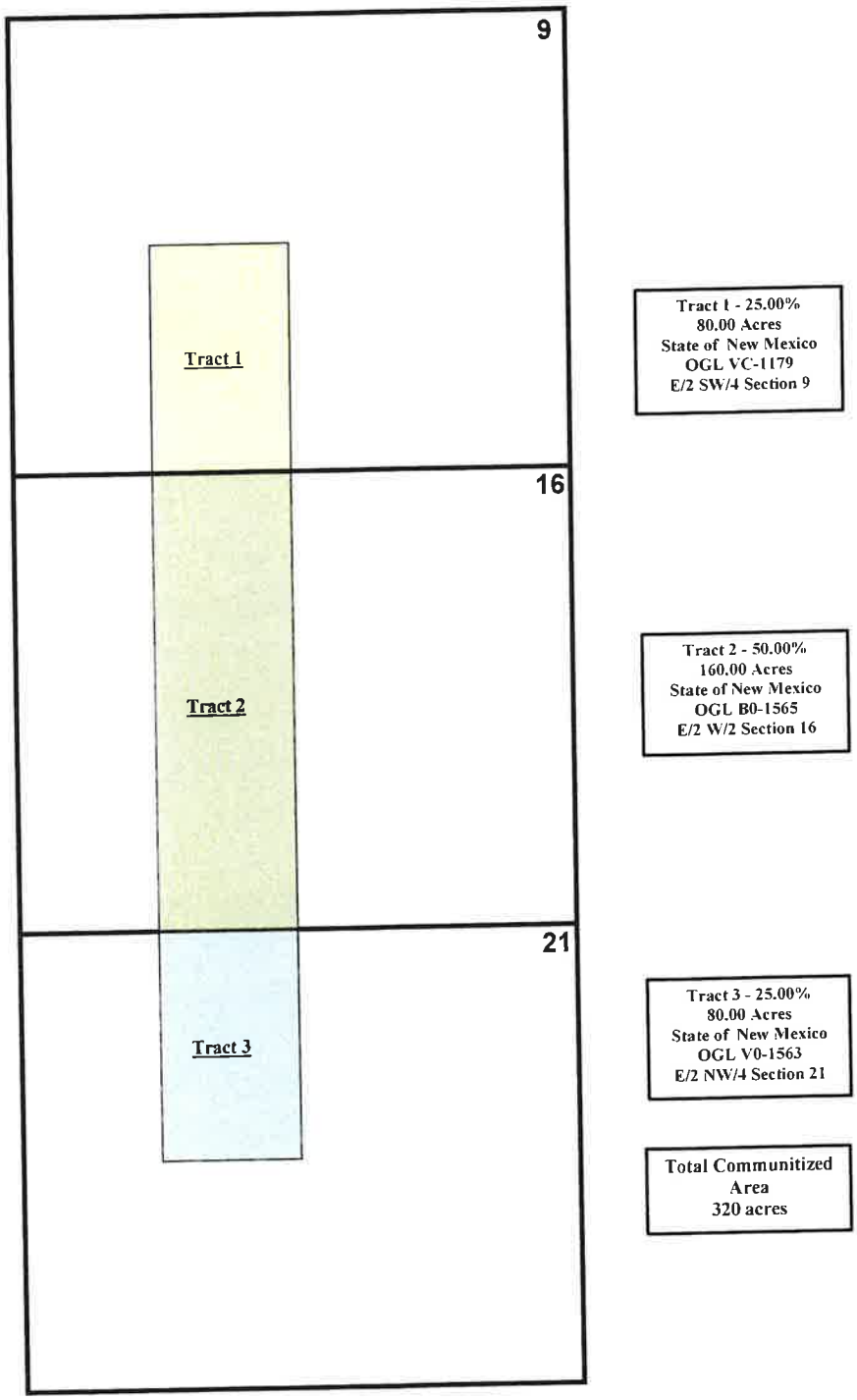
**RECAPITULATION**

| Tract number | Number of Acres Committed | Percentage of Interest In Communitized Area (Must equal 100%) |
|---|---|---|
| No. 1 | 80 | 25.00% |
| No. 2 | 160 | 50.00% |
| No. 3 | 80 | 25.00% |
| No. 4 | | |
| TOTALS | 320 | 100.00% |

**EXHIBIT "A"**

**Attached to Communitizaton Agreement dated August 15, 2025, between BTA Oil Producers, LLC, et al, covering the E/2 SW/4 of Section 9, the E/2 W/2 of Section 16, and the E/2 NW/4 of Section 21, Township 17 South, Range 36 East, N.M.P.M., Lea County, New Mexico, containing 320 acres, more or less.**

**BTA Oil Producers, LLC - Vindicator Canyon State Unit Com 418H - API# 30-025-54820**




**T17S-R36E**
**LEA COUNTY, NM**

PENDING

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

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

# COMMUNITIZATION AGREEMENT

ONLINE Version

API #: 30-0 25-55157 Vindicator Canyon State Unit Com - 419H

THIS COMMUNITIZATION AGREEMENT ("Agreement") [which is NOT to be used for carbon dioxide or helium] is entered into and made effective this 15th [day] of August [month], 20 25, 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 productionof 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.

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 SW/4 of Section 21, W/2 NW/4, W/2 SW/4 of Section 28, and NW/4NW/4, SW/4 NW/4

0f Sect(s): 33 Twp: 17S Rng: 36E NMPM Lea County, NM

Containing 320 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 topromote the conservation of the hydrocarbons in and that may be produced from said formation inand under said lands, and would be in the public interest;

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

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

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the Parties that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals or performance of other lease obligations under the terms of said leases shall not be affected by this Agreement; andexcept 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 bereleased from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

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

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

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.

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

By Adams B. Davenport WDP
Print name of person

Member
Type of authority

Adams B. Davenport
Signature

Lessees of Record BTA Oil Producers, LLC, BTA Oil Producers, LLC

BTA Oil Producers, LLC

XTO Holdings, LLC

ConocoPhillips Company

Attach additional page(s) if needed.

**OPERATOR:** BTA Oil Producers, LLC

**BY:** Adams B. Davenport, Member WDP **(Name and Title of Authorized Agent)**

Adams B. 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 : September 17, 2025

By: Adams B. Davenport

Name(s) of Person(s)

KAREN TOWNSON
Notary Public, State of Texas
Comm. Expires 06-20-2027
Notary ID 13441480-0

Karen Townson

Signature of Notarial Officer

My commission expires: 6-20-27

ONLINE version

State/State

**Lease # and Lessee of Record:** V0-1591-0000 BTA Oil Producers, LLC

**BY:** Adams B. Davenport, Member WDP **(Name and Title of Authorized Agent)**

Adams B. 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: September 17, 2025

By: Adams B. Davenport

Name(s) of Person(s)

(Seal) KAREN TOWNSON
Notary Public, State of Texas
Comm. Expires 06-20-2027
Notary ID 13441480-0

Karen Townson

Signature of Notarial Officer

My commission expires: 6-20-27

ONLINE version

State/State

**Lease # and Lessee of Record:** VC-0302-0002 BTA Oil Producers, LLC

**BY:** Adams B. Davenport, Member WDP **(Name and Title of Authorized Agent)**

Adams B. 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: September 17, 2025

By: Adams B. Davenport

Name(s) of Person(s)

KAREN TOWNSON
Notary Public, State of Texas
Comm. Expires 06-20-2027
Notary ID 13441480-0

Karen Townson

Signature of Notarial Officer

My commission expires: 6-20-27

ONLINE version

State/State

**Lease # and Lessee of Record:** VC-0292-0002 BTA Oil Producers, LLC

**BY:** Adams B. Davenport, Member WDP **(Name and Title of Authorized Agent)**

Adams B. 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: September 17, 2025

By: Adams B. Davenport

Name(s) of Person(s)

(Seal) KAREN TOWNSON
Notary Public, State of Texas
Comm. Expires 06-20-2027
Notary ID 13441480-0

Karen Townson

Signature of Notarial Officer

My commission expires: 6-20-27

ONLINE version

State/State

**Lease # and Lessee of Record:** B0-2735-0008 XTO Holdings, LLC

**BY:** Jarod Rolland - Commercial and Land Manager **(Name and Title of Authorized Agent)**

Agent and Attorney-in-Fact

_____ **(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 Harris )

This instrument was acknowledged before me on Date: September 30, 2025

By: Jarod Rolland

Name(s) of Person(s)

CYNTHIA LEA SLOAN NOTARY PUBLIC STATE OF TEXAS ID. 135181844 EXP. 11-22-2028

(Seal)

Cynthia Lea Sloan
Signature of Notarial Officer

My commission expires: 11.22.2028

ONLINE version State/State 10

**Lease # and Lessee of Record:** B0-1608-0000 ConocoPhillips Company

**BY:** Brian C. Levea, Attorney-in-Fact **(Name and Title of Authorized Agent)**

**(Signature of Authorized Agent)** MAL KR

**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: ~~September~~ October 15, 2025

By: Brian C. Levea

Name(s) of Person(s)

(Seal)

KATHLEEN GARRETT
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 04/15/28
NOTARY ID 130618802

Signature of Notarial Officer

My commission expires: 4-15-2028

ONLINE version State/State 11

**EXHIBIT A**

Attached to and made a part of that Communitization Agreement dated August 15, 20 25

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

BTA Oil Producers, LLC, BTA Oil Producers, LLC, XTO Holdings, LLC

ConocoPhillips Company, (Record Title Holders/Lessees of Record) covering

the Subdivisions : W/2 SW/4 of Section 21, W/2 NW/4, W/2 SW/4 of Section 28, and NW/4 NW/4, SW/4 NW/4 of

Sect(s): 33, Twnshp 17S, Rnge: 36E, NMPM Lea County, NM

Limited in depth from_____ft to_____ft. (enter here what is granted in pooling order if applicable) 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: V0-1591-0000 Date of Lease: 09/01/1985

Description of Lands Committed:

Subdivisions: W/2 SW/4

Sect(s): 21 Twnshp: 17S, Rng: 36E 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: BTA Oil Producers, LLC

Serial No. of Lease: VC-0302-0002 Date of Lease: 12/01/2017

Description of Lands Committed:

Subdivisions: W/2 NW/4

Sect(s): 28 Twnshp: 17S Rng: 36E NMPM Lea County, NM

No. of Acres: 80

**TRACT NO. 3**

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-0292-0002 Date of Lease: 12/01/2017

Description of Lands Committed:

Subdivisions: W/2 SW/4

Sect(s): 28 Twnshp: 17S Rng: 36E NMPM Lea County, NM

No. of Acres: 80

**TRACT NO. 4**

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

Lessee of Record: XTO Holdings, LLC

Serial No. of Lease: B0-2735-0008 Date of Lease: 04/10/1934

Description of Lands Committed:

Subdivisions: NW/4 NW/4

Sect(s): 33 Twnshp: 17S Rng: 36E NMPM Lea County, NM

No. of Acres: 40

**TRACT NO. 5**

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

Lessee of Record: ConocoPhillips Company

Serial No. of Lease: B0-1608-0000 Date of Lease: 01/10/1933

Description of Lands Committed:

Subdivisions: SW/4 NW/4

Sect(s): 33 Twnshp: 17S Rng: 36E NMPM Lea County, NM

No. of Acres: 40

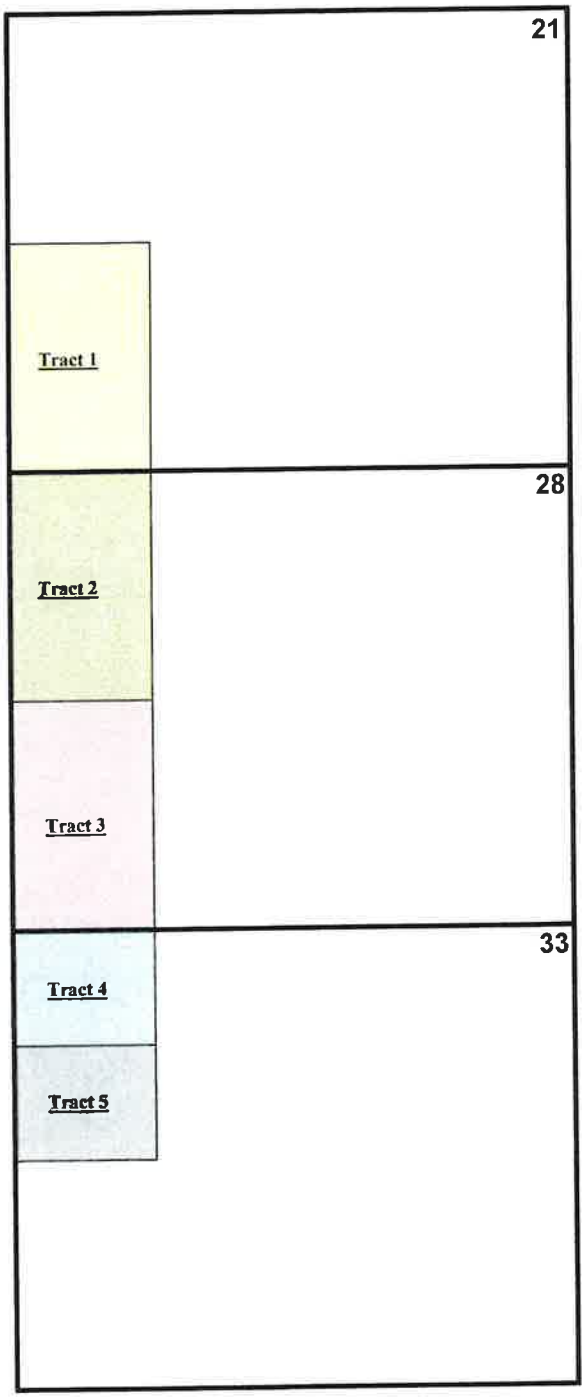
## RECAPITULATION

| Tract number | Number of Acres Committed | Percentage of Interest In Communitized Area (Must equal 100%) |
|---|---|---|
| No. 1 | 80 | 25.00% |
| No. 2 | 80 | 25.00% |
| No. 3 | 80 | 25.00% |
| No. 4 | 40 | 12.50% |
| No. 5 | 40 | 12.50% |
| TOTALS | 320 | 100.00% |

# EXHIBIT "A"

**Attached to Communitizaton Agreement dated August 15, 2025, between BTA Oil Producers, LLC, et al, covering the W/2 SW/4 of Section 21, the W/2 NW/4, and W/2 SW/4 of Section 28, and the NW/4 NW/4, and SW/4 NW/4 of Section 33, Township 17 South, Range 36 East, N.M.P.M., Lea County, New Mexico, containing 320 acres, more or less.**

**BTA Oil Producers, LLC - Vindicator Canyon State Unit Com 419H - API# 30-025-55157**




Tract 1 - 25.00%
80.00 Acres
State of New Mexico
OGL V0-1591
W/2 SW/4 Section 21

Tract 2 - 25.00%
80.00 Acres
State of New Mexico
OGL VC-0302
W/2 NW/4 Section 28

Tract 3 - 25.00%
80.00 Acres
State of New Mexico
OGL VC-0292
W/2 SW/4 Section 28

Tract 4 - 12.50%
40.00 Acres
State of New Mexico
OGL B0-2735
NW/4 NW/4 Section 33

Tract 5 - 12.50%
40.00 Acres
State of New Mexico
OGL B0-1608
SW/4 NW/4 Section 33

Total Communitized Area
320 acres

**T17S-R36E**
**LEA COUNTY, NM**

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

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

# COMMUNITIZATION AGREEMENT

ONLINE Version

API #: 30-0 25-55158 Vindicator Canyon State Unit Com - 420H

THIS COMMUNITIZATION AGREEMENT ("Agreement") [which is NOT to be used for carbon dioxide or helium] is entered into and made effective this 15th [day] of August [month], 20 25, 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 productionof 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.

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 SW/4 of Section 9, W/2 W/2 of Section 16, and W/2 NW/4 of

0f Sect(s): 21 Twp: 17S Rng: 36E NMPM Lea County, NM

Containing 320 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 topromote the conservation of the hydrocarbons in and that may be produced from said formation inand under said lands, and would be in the public interest;

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

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

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the Parties that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals or performance of other lease obligations under the terms of said leases shall not be affected by this Agreement; andexcept 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 bereleased from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

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

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

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.

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

By Adams B. Davenport VVDP
Print name of person

Member
Type of authority

Adams B. Davenport
Signature

Lessees of Record Texas Standard Oil, LLC

Chevron USA Inc.

BTA Oil Producers, LLC

Attach additional page(s) if needed.

**OPERATOR:** BTA Oil Producers, LLC

**BY:** Adams B. Davenport, Member W/DP **(Name and Title of Authorized Agent)**

Adams B. 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 : September 17, 2025

By: Adams B. Davenport

Name(s) of Person(s)

KAREN TOWNSON
Notary Public, State of Texas
Comm. Expires 06-20-2027
Notary ID 13441480-0

(Seal)

Karen Townson

Signature of Notarial Officer

My commission expires: 6-20-27

ONLINE version State/State 6

**Lease # and Lessee of Record:** VC-1179-0000 Texas Standard Oil, LLC

**BY:** Thomas M. Roberson, Land Manager **(Name and Title of Authorized Agent)**

**(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 Dallas )

This instrument was acknowledged before me on Date: September 19, 2025

By: Thomas M. Roberson

Name(s) of Person(s)

(Seal)

TERRENCE PROSSER, JR.
My Notary ID # 131665312
Expires August 1, 2026

Signature of Notarial Officer

My commission expires: 08/01/2026

ONLINE version

State/State

**Lease # and Lessee of Record:** B0-1565-0012 Chevron USA Inc.

**BY:** Chris Cooper Attorney-in-Fact **(Name and Title of Authorized Agent)**

**(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 Harris )

This instrument was acknowledged before me on Date: October 1, 2025

By: Chris Cooper

Name(s) of Person(s)

(Seal)

SIERRA NICHOLE GERONDALE
Notary ID #135524393
My Commission Expires
July 17, 2029

Signature of Notarial Officer

My commission expires: July 17, 2029

ONLINE version

State/State

8

**Lease # and Lessee of Record:** V0-1563-0000 BTA Oil Producers, LLC

**BY:** Adams B. Davenport, Member WDP **(Name and Title of Authorized Agent)**

Adams B. 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: September 17, 2025

By: Adams B. Davenport

Name(s) of Person(s)

KAREN TOWNSON
Notary Public, State of Texas
Comm. Expires 06-20-2027
Notary ID 13441480-0

Karen Townson

Signature of Notarial Officer

My commission expires: 6-20-27

ONLINE version

State/State

**EXHIBIT A**

Attached to and made a part of that Communitization Agreement dated August 15, 2025

by and between BTA Oil Producers, LLC, (Operator) Texas Standard Oil LLC,

Chevron USA Inc., BTA Oil Producers, LLC, _____

_____, (Record Title Holders/Lessees of Record) covering

the Subdivisions : W/2 SW/4 of Section 9, W/2 W/2 of Section 16, and W/2 NW/4 of

Sect(s): 21, Twnshp 17S, Rnge: 36E, NMPM Lea County, NM

Limited in depth from _____ft to _____ft. (enter here what is granted in pooling order if applicable) Pennsylvanian Shale

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: Texas Standard Oil LLC

Serial No. of Lease: VC-1179-0000 Date of Lease: 10/01/2023

Description of Lands Committed:

Subdivisions: W/2 SW/4 of

Sect(s): 9 Twnshp: 17S, Rng: 36E 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: Chevron USA Inc.

Serial No. of Lease: B0-1565-0012 Date of Lease: 11/20/1928

Description of Lands Committed:

Subdivisions: W/2 W/2 of

Sect(s): 16 Twnshp: 17S Rng: 36E NMPM Lea County, NM

No. of Acres: 160

**TRACT NO. 3**

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: V0-1563-0000 Date of Lease: 08/01/1985

Description of Lands Committed:

Subdivisions: W/2 NW/4 of

Sect(s): 21 Twnshp: 17S Rng: 36E NMPM Lea County, NM

No. of Acres: 80

**TRACT NO. 4**

Lessor: _____

Lessee of Record: _____

Serial No. of Lease: _____ Date of Lease: _____

Description of Lands Committed:

Subdivisions: _____

Sect(s): _____ Twnshp: _____ Rng: _____ NMPM _____ County, NM

No. of Acres: _____

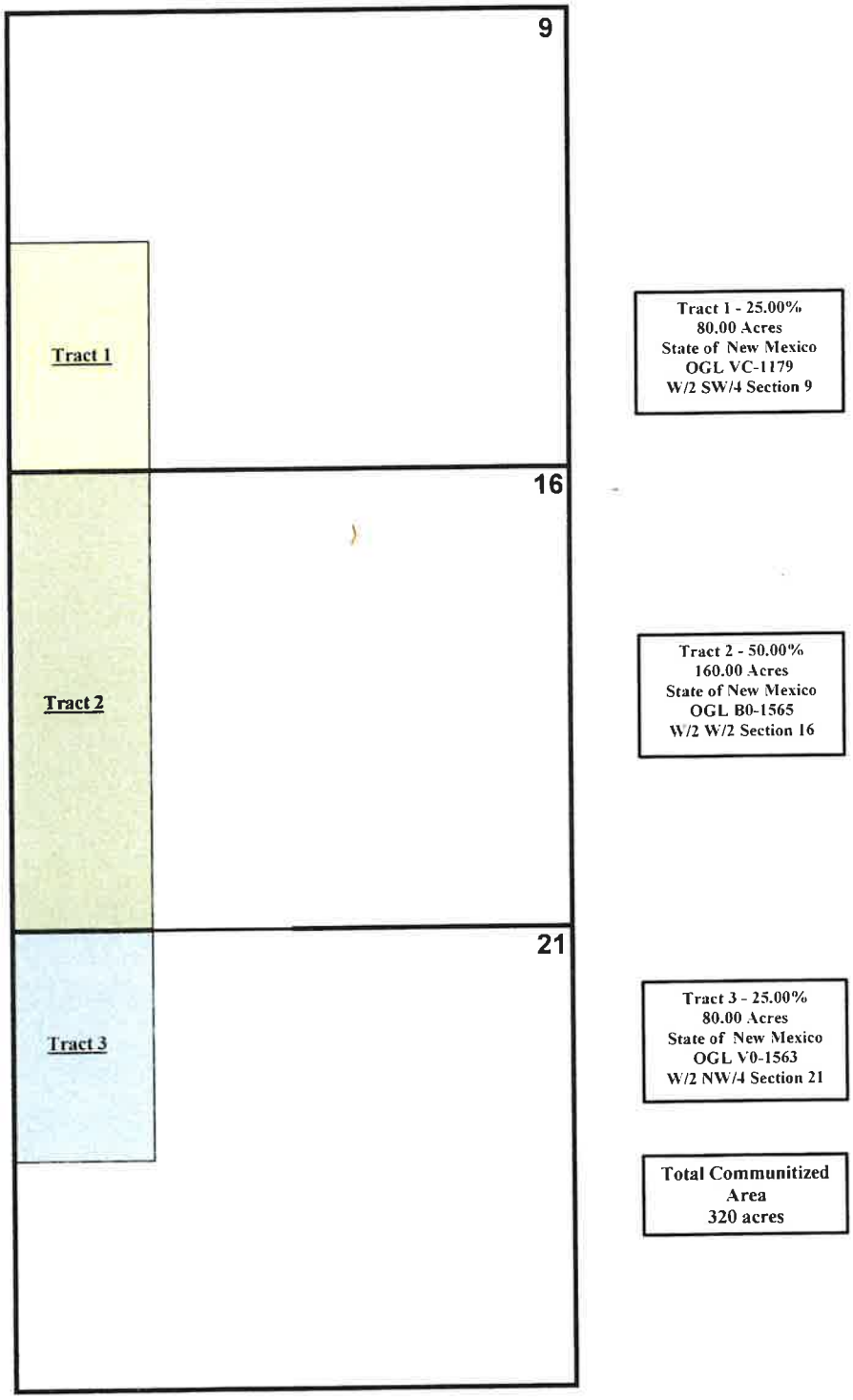
**RECAPITULATION**

| Tract number | Number of Acres Committed | Percentage of Interest In Communitized Area (Must equal 100%) |
|---|---|---|
| No. 1 | 80 | 25.00% |
| No. 2 | 160 | 50.00% |
| No. 3 | 80 | 25.00% |
| No. 4 | | |
| TOTALS | 320 | 100.00% |

# EXHIBIT "A"

**Attached to Communitizaton Agreement dated August 15, 2025, between BTA Oil Producers, LLC, et al, covering the E/2 SW/4 of Section 9, the E/2 W/2 of Section 16, and the E/2 NW/4 of Section 21, Township 17 South, Range 36 East, N.M.P.M., Lea County, New Mexico,**

**BTA Oil Producers, LLC - Vindicator Canyon State Unit Com 420H - API# 30-025-55158**




**T17S-R36E**
**LEA COUNTY, NM**

**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:** Order No. CTB-1140 (amendment) **API #:** 30-025-54819 & others. (See attached well list.)

**Pool:** [98333] WC-025 G-09 S173615C; Upper Penn

**OPERATOR NAME:** BTA Oil Producers, LLC

**OPERATOR ADDRESS:** 104 S Pecos, Midland, TX 79701

**APPLICATION REQUIREMENTS – SUBMIT:**

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

**CERTIFICATION:** To the best of my knowledge,

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

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

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

Michelle Sena
Print or Type Name

Michelle Sena
Signature

432-682-3753
Phone Number

08/27/2025
Date

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 TRACKING NO. 9214 8969 0099 9790 1657 4823 38

Rev. 2017_10_25

**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

October 27, 2025

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

In re: **Application of BTA Oil Producers, LLC to amend Administrative Order CTB-1140 to add certain wells and spacing units to surface commingle (lease commingle) oil and gas production at the VINDICATOR #4 CTB located in the Section 21, Township 17South, Range 36 East, Lea County, New Mexico, and to add additional wells.**

To: **ALL AFFECTED PARTIES**

Ladies and Gentleman:

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

Please note that the Communitization Agreement(s) has been omitted for brevity; however, a copy is available upon request.

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

Respectfully,

Michelle Sena

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

| NAME | ADDRESS | CITY | STATE | ZIP CODE | TRACKING NUMBER |
|---|---|---|---|---|---|
| COMMISSIONER OF PUBLIC LANDS - ATTN: COMMINGLE MGR | PO BOX 1148 | SANTA FE | NM | 87504-1148 | 9214 8969 0099 9790 1657 4823 38 |
| 801, LLC | PO BOX 900 | ARTESIA | NM | 88221 | 9214 8969 0099 9790 1849 9313 16 |
| ALLAR DEVELOPMENT LLC | PO BOX 1567 | GRAHAM | TX | 76540 | 9214 8969 0099 9790 1849 9313 23 |
| ANGELO HOLDINGS LLC | PO BOX 50086 | MIDLAND | TX | 79710 | 9214 8969 0099 9790 1849 9313 30 |
| ARMSTRONG ENERGY CORP | PO BOX 1973 | ROSWELL | NM | 88202-1973 | 9214 8969 0099 9790 1849 9313 47 |
| AXIS ENERGY CORP | PO BOX 2107 | ROSWELL | NM | 88202-2107 | 9214 8969 0099 9790 1849 9313 54 |
| BABE DEVELOPMENT LLC | PO BOX 758 | ROSWELL | NM | 88202-0758 | 9214 8969 0099 9790 1849 9313 61 |
| BANE BIGBIE, INC | PO BOX 998 | ARDMORE | OK | 73402 | 9214 8969 0099 9790 1849 9313 78 |
| BIG THREE ENERGY GROUP LLC | PO BOX 429 | ROSWELL | NM | 88202 | 9214 8969 0099 9790 1849 9313 85 |
| BLUE RIDGE ROYALTIES LLC | PO BOX 1973 | ROSWELL | NM | 88202-1973 | 9214 8969 0099 9790 1849 9313 92 |
| BOYD & MCWILLIAMS INVESTMENTS | 550 W TEXAS AVE, SUITE 310 | MIDLAND | TX | 79701 | 9214 8969 0099 9790 1849 9314 08 |
| CATHERYN ISABELLA FORREST TRUST | PO BOX 1757 | ROSWELL | NM | 88202-1757 | 9214 8969 0099 9790 1849 9314 15 |
| CENTENNIAL LLC | PO BOX 1837 | ROSWELL | NM | 88202-1837 | 9214 8969 0099 9790 1849 9314 22 |
| CHIMNEY ROCK O&G LLC | PO BOX 1973 | ROSWELL | NM | 88202-1973 | 9214 8969 0099 9790 1849 9314 39 |
| COLLINS PERMIAN LP | 324 CEDAR SPRINGS DR #414 | DALLAS | TX | 75219 | 9214 8969 0099 9790 1849 9314 46 |
| CONSTRUCT LLC | 1919 N TURNER ST | HOBBS | NM | 88240 | 9214 8969 0099 9790 1849 9314 53 |
| CROWN OIL PARTNERS LP | PO BOX 50820 | MIDLAND | TX | 79710 | 9214 8969 0099 9790 1849 9314 60 |
| CRUMP ENERGY INVESTMENTS LLC | PO BOX 50820 | MIDLAND | TX | 79710 | 9214 8969 0099 9790 1849 9314 77 |
| DAVID ESSEX , TRUST FBO ELLIOT C ESSEX | PO BOX 3480 | OMAHA | NE | 68103-0480 | 9214 8969 0099 9790 1849 9314 84 |
| DAVID W CROMWELL | 2008 COUNTY CLUB DR | MIDLAND | TX | 79701 | 9214 8969 0099 9790 1849 9315 07 |
| DISCOVERY EXPLORATION | 410 N MAIN ST | MIDLAND | TX | 79701 | 9214 8969 0099 9790 1849 9315 21 |
| ERNEST ANGELO, JR | 410 N MAIN ST | MIDLAND | TX | 79701 | 9214 8969 0099 9790 1849 9315 38 |
| FEATHERSTONE DEVELOPMENT CORP | PO BOX 429 | ROSWELL | NM | 88202 | 9214 8969 0099 9880 1849 9315 45 |
| GANNAWAY OIL LLC | PO BOX 417 | ROSWELL | NM | 88201 | 9214 8969 0099 9790 1849 9315 52 |
| GEORGE & MELISSA MCGEE | PO BOX 2471 | MIDLAND | TX | 79702 | 9214 8969 0099 9790 1849 9315 69 |
| HANAGAN PETROLEUM CORPORATION | PO BOX 1737 | ROSWELL | NM | 88202 | 9214 8969 0099 9790 1849 9315 76 |
| HANSON OPERATING CO INC | PO BOX 1515 | ROSWELL | NM | 88202-1515 | 9214 8969 0099 9790 1849 9315 83 |
| HAT MESA OIL COMPANY | PO BOX 20339 | ALBUQUERQUE | NM | 87154-0339 | 9214 8969 0099 9790 1849 9315 90 |
| HEADINGTON OIL COMPANY LP | 1501 N HARDIN BLVD STE 100 | MCKINNEY | TX | 75072 | 9214 8969 0099 9790 1849 9316 06 |
| HJJW ROYALTIES LP C/O VALOR MIN MGMT | PO BOX 470578 | FORT WORTH | TX | 76147 | 9214 8969 0099 9790 1849 9316 13 |
| HUTCHINGS OIL COMPANY | PO BOX 20339 | ALBUQUERQUE | NM | 87154-0339 | 9214 8969 0099 9790 1849 9316 20 |
| JASON H WACKER | 2410 BRANDY HILL RD | MIDLAND | TX | 79707-2141 | 9214 8969 0099 9790 1849 9316 37 |
| JOHN & ANITA THOMPSON | 2884 E MESCALERO RD | ROSWELL | NM | 88201 | 9214 8969 0099 9790 1849 9316 44 |
| JTD RESOURCES LLC | PO BOX 3422 | MIDLAND | TX | 79702 | 9214 8969 0099 9790 1849 9316 51 |
| KIRK SMITH C/O PEREGRINE PROD LLC | PO BOX 50655 | MIDLAND | TX | 79710 | 9214 8969 0099 9790 1849 9316 68 |
| MATT CORSER | 8100 WYOMING BLVD NE STE M4-419 | ALBUQUERQUE | NM | 87113 | 9214 8969 0099 9790 1849 9316 75 |
| MAVROS OIL COMPANY LLC | PO BOX 50820 | MIDLAND | TX | 79710 | 9214 8969 0099 9790 1849 9316 82 |
| MCBRIDE MINERALS LLC | PO BOX 1515 | ROSWELL | NM | 88202-1515 | 9214 8969 0099 9790 1849 9316 99 |
| MCT ENERGY LTD | 262 CARROLL STREET | FORT WORTH | TX | 76107 | 9214 8969 0099 9790 1849 9317 05 |

| | | | | | |
|---|---|---|---|---|---|
| MEMO ROYALTIES C/O VALOR MIN MGMT | PO BOX 470578 | FORT WORTH | TX | 76147 | 9214 8969 0099 9790 1849 9317 12 |
| MIKE HANAGAN | PO BOX 1737 | ROSWELL | NM | 88202 | 9214 8969 0099 9790 1849 9317 29 |
| MORNINGSTAR OPERATING LLC | 400 W 7TH ST | FORT WORTH | TX | 76102 | 9214 8969 0099 9790 1849 9317 36 |
| OAK VALLEY MINERAL & LAND LP | PO BOX 50820 | MIDLAND | TX | 79710 | 9214 8969 0099 9790 1849 9317 43 |
| PEGASUS RESOURCES II LLC | PO BOX 731077 | DALLAS | TX | 75373-1077 | 9214 8969 0099 9790 1849 9317 50 |
| PEREGRINE PRODUCTION LLC | PO BOX 50655 | MIDLAND | TX | 79710 | 9214 8969 0099 9790 1849 9317 67 |
| POST OAK MAVROS II LLC | 34 S WYDEN DR, SUITE 210 | HOUSTON | TX | 77056 | 9214 8969 0099 9790 1849 9317 74 |
| PROSPECTOR LLC | PO BOX 429 | ROSWELL | NM | 88202-0429 | 9214 8969 0099 9790 1849 9317 81 |
| REGEN ROYALTY CORP | PO BOX 2107 | ARTESIA | NM | 88210-0210 | 9214 8969 0099 9790 1849 9317 98 |
| RICHARD & SUSAN FORREST REV TRUST | 208 DICKSON LANE | CARLSBAD | NM | 88220 | 9214 8969 0099 9790 1849 9318 04 |
| ROSS DUNCAN PROPERTIES LLC | 1401 W MAIN | ARTESIA | NM | 88210 | 9214 8969 0099 9790 1849 9318 11 |
| SCOTT INVESTMENT CORP | PO BOX 1834 | ROSWELL | NM | 88202 | 9214 8969 0099 9790 1849 9318 28 |
| SCW INTERIORS, LLC | PO BOX 20339 | ALBUQUERQUE | NM | 87154-0339 | 9214 8969 0099 9790 1849 9318 35 |
| SDH INVESTMENTS INC | PO BOX 64217 | LUBBOCK | TX | 79464 | 9214 8969 0099 9790 1849 9318 42 |
| SHARBRO ENERGY LLC | PO BOX 840 | ARTESIA | NM | 88211 | 9214 8969 0099 9790 1849 9318 59 |
| SITIO PERMIAN LP | 1401 LAWRENCE STREET STE 1750 | DENVER | CO | 80202 | 9214 8969 0099 9790 1849 9318 66 |
| SLASH EXPLORATION LTD PARTNERSHIP | PO BOX 1973 | ROSWELL | NM | 88202 | 9214 8969 0099 9790 1849 9318 73 |
| SORTIDA RESOURCES LLC | PO BOX 50820 | MIDLAND | TX | 79710 | 9214 8969 0099 9790 1849 9318 80 |
| SR PRIMO HOLDINGS LLC | 1002 CAMINO DEL LLANO | ARTESIA | NM | 88210 | 9214 8969 0099 9790 1849 9318 97 |
| STATE OF NM COMMISSIONER OF PUBLIC LANDS -OIL AND GAS DIVISION | PO BOX 1148 | SANTA FE | NM | 87504 | 9214 8969 0099 9790 1849 9319 03 |
| STEPHEN MITCHELL | 6902 HOMESTEAD BLVD | MIDLAND | TX | 79707 | 9214 8969 0099 9790 1849 9319 10 |
| TAMAROA DEVELOPMENT LLC | PO BOX 560430 | THE COLONY | TX | 75056-0430 | 9214 8969 0099 9790 1849 9319 27 |
| TEXAS CO TITLE INC | 203 W WALL ST, STE 1100 | MIDLAND | TX | 79701 | 9214 8969 0099 9790 1849 9319 34 |
| TEXAS STANDARD OIL, LLC | 3300 NORTH A STREET, STE 1100 | MIDLAND | TX | 79705 | 9214 8969 0099 9790 1849 9319 41 |
| TILDEN CAPITAL OPERATING II LP | PO BOX 470857 | FORT WORTH | TX | 76147 | 9214 8969 0099 9790 1849 9319 58 |
| WADE PETROLEUM CORPORATION | 9 BROKEN ARROW PLACE | SANDIA PARK | NM | 87047 | 9214 8969 0099 9790 1849 9319 65 |
| WARREN ASSOCIATES C/O JOHN MARK WARREN | 4300 N DERRICK CV | SPICEWOOD | TX | 78669 | 9214 8969 0099 9790 1849 9319 72 |
| WARRREN INC | PO BOX 10400 | ALBUQUERQUE | NM | 87184-0400 | 9214 8969 0099 9790 1849 9319 89 |
| WILLIAM B OWEN | 135 SANTIAGO CIRCLE | ALTO | NM | 88312 | 9214 8969 0099 9790 1849 9319 96 |
| WORRALL INVESTMENT CORP | PO BOX 1834 | ROSWELL | NM | 88202 | 9214 8969 0099 9790 1849 9320 09 |
| YATES ENERGY CORP | PO BOX 2323 | ROSWELL | NM | 88203 | 9214 8969 0099 9790 1849 9320 16 |

# 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
October 26, 2025
and ending with the issue dated
October 26, 2025.

Publisher

Sworn and subscribed to before me this
26th day of October 2025.

Business Manager

My commission expires
January 29, 2027
(Seal) STATE OF NEW MEXICO
NOTARY PUBLIC
GUSSIE RUTH BLACK
COMMISSION # 1087526
COMMISSION EXPIRES 01/29/2027

This newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Laws of 1937 and payment of fees for said publication has been made.

**LEGAL NOTICE**
**October 26, 2025**

**Notice of Application for Surface Commingling**

BTA Oil Producers, LLC (OGRID No. 260297), located at 104 S. Pecos, Midland TX 79701 seeks administrative approval to amend Administrative Order CTB-1140 to add certain wells and spacing unit and to authorize surface commingle (lease commingle) and for Off-Lease Measurement of diversely owned oil and gas production from the Vindicator Canyon State Unit 303H, 404H and Vindicator Canyon State Unit Com 417H, 418H, 419H and 420H wells at the Vindicator 4 CTB. The wells and facilities are in Section 21, Township 17 South, Range 36 East, Lea County, New Mexico. Production is from the WC-025 G-09 S173615C; Upper Penn; (98333). Pursuant to Statewide Rule 19.15.12.10, 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.
**#00305641**

01101299 00305641

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

Tracking Number:
9214689000000190164892338
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ANTIOCH, NE 69417
Saturday, October 26, 2024, 3:00 pm
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What Do USPS Tracking Statuses Mean?

Latest Update
This item was picked up at the post office at 1:00 am on October 26, 2024 in ANTIOCH, NE 69417.
See More ⌄

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Latest Update
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Latest Update
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Latest Update
This item was picked up at the post office at 10:00 am on October 29, 2024 in RUSKIN, NE 68974.
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Latest Update
This item was picked up at the post office at 10:00 am on October 29, 2024 in RUSKIN, NE 68974.
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MIDLAND, TX 79701
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Latest Update
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Latest Update
This item was picked up at the post office at 10:00 am on October 29, 2024 in RUSKIN, NE 68974.
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Latest Update
This item was picked up at the post office at 10:07 am on November 4, 2024 in RUSKIN, NE 68974.
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MIDLAND, TX 79701
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Latest Update
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MIDLAND, TX 79701
Saturday, October 26, 2024, 3:00 pm
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Latest Update
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MIDLAND, TX 79701
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Latest Update
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MIDLAND, TX 79701
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Latest Update
This item was delivered to an individual at the address at 10:00 am on October 26, 2024 in MIDLAND, TX 79701.
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MIDLAND, TX 79701
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Latest Update
This item was delivered to an individual at the address at 10:00 am on October 26, 2024 in MIDLAND, TX 79701.
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9214689000000190164891484
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MIDLAND, TX 79701
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Latest Update
This item was delivered to an individual at the address at 10:00 am on October 26, 2024 in MIDLAND, TX 79701.
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MIDLAND, TX 79701
Saturday, October 26, 2024, 3:00 pm
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Latest Update
This item was delivered to an individual at the address at 10:00 am on October 26, 2024 in MIDLAND, TX 79701.
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MIDLAND, TX 79701
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Latest Update
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See More ⌄

Tracking Number:
9214689000000190164891521
Copy | View in Advanced Delivery

**Delivered**
Delivered, Left with Individual
MIDLAND, TX 79701
Saturday, October 26, 2024, 3:00 pm
See All Tracking Options
What Do USPS Tracking Statuses Mean?

Latest Update
This item was delivered to an individual at the address at 10:00 am on October 26, 2024 in MIDLAND, TX 79701.
See More ⌄

Tracking Number:
9214689000000190164891538
Copy | View in Advanced Delivery

**Delivered**
Delivered, Left with Individual
MIDLAND, TX 79701
Saturday, October 26, 2024, 3:00 pm
See All Tracking Options
What Do USPS Tracking Statuses Mean?

Latest Update
This item was delivered to an individual at the address at 10:00 am on October 26, 2024 in MIDLAND, TX 79701.
See More ⌄

Tracking Number:
9214689000000190164891545
Copy | View in Advanced Delivery

**Tracking Not Available**
Tracking is not available for this item. This may be because the tracking number is invalid, USPS has not yet received the item, or because the item has been in transit for a long time. Contact the sender for more information, or visit www.usps.com/manageitem/faq.

Tracking Number:
9214689000000190164891552
Copy | View in Advanced Delivery

**Delivered**
Delivered, Left with Individual
MIDLAND, TX 79701
Saturday, October 26, 2024, 3:00 pm
See All Tracking Options
What Do USPS Tracking Statuses Mean?

Latest Update
This item was delivered to an individual at the address at 10:00 am on October 26, 2024 in MIDLAND, TX 79701.
See More ⌄

Tracking Number:
9214689000000190164891569
Copy | View in Advanced Delivery

**Delivered**
Delivered, Left with Individual
MIDLAND, TX 79701
Saturday, October 26, 2024, 3:00 pm
See All Tracking Options
What Do USPS Tracking Statuses Mean?

Latest Update
This item was delivered to an individual at the address at 10:00 am on October 26, 2024 in MIDLAND, TX 79701.
See More ⌄

Tracking Number:
9214689000000190164891576
Copy | View in Advanced Delivery

**Delivered**
Delivered, Left with Individual
MIDLAND, TX 79701
Saturday, October 26, 2024, 3:00 pm
See All Tracking Options
What Do USPS Tracking Statuses Mean?

Latest Update
This item was delivered to an individual at the address at 10:00 am on October 26, 2024 in MIDLAND, TX 79701.
See More ⌄

Tracking Number:
9214689000000190164891583
Copy | View in Advanced Delivery

**Delivered**
Delivered, Left with Individual
MIDLAND, TX 79701
Saturday, October 26, 2024, 3:00 pm
See All Tracking Options
What Do USPS Tracking Statuses Mean?

Latest Update
This item was delivered to an individual at the address at 10:00 am on October 26, 2024 in MIDLAND, TX 79701.
See More ⌄

Tracking Number:
9214689000000190164891590
Copy | View in Advanced Delivery

**Delivered**
Delivered, Left with Individual
MIDLAND, TX 79701
Saturday, October 26, 2024, 3:00 pm
See All Tracking Options
What Do USPS Tracking Statuses Mean?

Latest Update
This item was delivered to an individual at the address at 10:00 am on October 26, 2024 in MIDLAND, TX 79701.
See More ⌄

Tracking Number:
9214689000000190164891606
Copy | View in Advanced Delivery

**Delivered**
Delivered, Left with Individual
MIDLAND, TX 79701
Saturday, October 26, 2024, 3:00 pm
See All Tracking Options
What Do USPS Tracking Statuses Mean?

Latest Update
This item was delivered to an individual at the address at 10:00 am on October 26, 2024 in MIDLAND, TX 79701.
See More ⌄

Tracking Number:
9214689000000190164891613
Copy | View in Advanced Delivery

**Delivered**
Delivered, Left with Individual
MIDLAND, TX 79701
Saturday, October 26, 2024, 3:00 pm
See All Tracking Options
What Do USPS Tracking Statuses Mean?

Latest Update
This item was delivered to an individual at the address at 10:00 am on October 26, 2024 in MIDLAND, TX 79701.
See More ⌄

Tracking Number:
9214689000000190164891620
Copy | View in Advanced Delivery

**Delivered**
Delivered, Left with Individual
MIDLAND, TX 79701
Saturday, October 26, 2024, 3:00 pm
See All Tracking Options
What Do USPS Tracking Statuses Mean?

Latest Update
This item was delivered to an individual at the address at 10:00 am on October 26, 2024 in MIDLAND, TX 79701.
See More ⌄

Tracking Number:
9214689000000190164891637
Copy | View in Advanced Delivery

**Delivered**
Delivered, Left with Individual
MIDLAND, TX 79701
Saturday, October 26, 2024, 3:00 pm
See All Tracking Options
What Do USPS Tracking Statuses Mean?

Latest Update
This item was delivered to an individual at the address at 10:00 am on October 26, 2024 in MIDLAND, TX 79701.
See More ⌄

Tracking Number:
9214689000000190164891644
Copy | View in Advanced Delivery

**Delivered**
Delivered, Individual Picked Up at Post Office
RUSKIN, NE 68974
Tuesday, October 29, 2024, 12:00 pm
See All Tracking Options
What Do USPS Tracking Statuses Mean?

Latest Update
This item was picked up at the post office at 10:00 am on October 29, 2024 in RUSKIN, NE 68974.
See More ⌄

Tracking Number:
9214689000000190164891651
Copy | View in Advanced Delivery

**Delivered**
Delivered, Individual Picked Up at Post Office
RUSKIN, NE 68974
Tuesday, October 29, 2024, 12:00 pm
See All Tracking Options
What Do USPS Tracking Statuses Mean?

Latest Update
This item was picked up at the post office at 10:00 am on October 29, 2024 in RUSKIN, NE 68974.
See More ⌄

Tracking Number:
9214689000000190164892313
Copy | View in Advanced Delivery

**Delivered**
Delivered, Left with Individual
MIDLAND, TX 79701
Saturday, October 26, 2024, 3:00 pm
See All Tracking Options
What Do USPS Tracking Statuses Mean?

Latest Update
This item was delivered to an individual at the address at 10:00 am on October 26, 2024 in MIDLAND, TX 79701.
See More ⌄

Tracking Number:
9214890000290011540903668

Latest Update
Your item has been delivered to an agent for last mile delivery on November 18, 2021 at 12:00 am.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903675

Latest Update
Your item has been delivered to the front door, reception area, or mailbox at this address at 10:00 am on November 18, 2021 in SCHAUMBURG, IL 60173.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903682

Latest Update
Your item has been delivered at or left in the front door, reception area, or mailbox at this address at 1:00 pm on November 18, 2021.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903699

Latest Update
Your item has been delivered to an individual at this address at 9:00 am on October 18, 2021 in FORT WORTH, TX 76244.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903705

Latest Update
Your item has been delivered to a post office at 11:00 am on October 18, 2021 in FORT WORTH, TX 76102.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903712

Latest Update
Your item has been delivered to a post office at 2:00 pm on October 18, 2021 in FORT WORTH, TX 76102.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903729

Latest Update
Your item has been delivered at or left in the front door, reception area, or mailbox at this address at 1:00 pm on October 18, 2021.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903736

Latest Update
Your item has been delivered to a locker facility on USPS property at 10:00 am on October 18, 2021 in Dallas, TX 75201. Your item will be held for pickup for 3 days.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903743

Latest Update
Your item has been delivered at or left in the front door, reception area, or mailbox at this address at 1:00 pm on October 18, 2021.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903750

Latest Update
Your item has been delivered to a post office at 11:00 am on October 18, 2021 in FORT WORTH, TX 76102.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903767

Latest Update
Your item has been delivered at or left in the front door, reception area, or mailbox at this address at 1:00 pm on October 18, 2021.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903774

Latest Update
Your item has been delivered to an individual at this address at 11:00 am on October 18, 2021 in SCHAUMBURG, IL 60193.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903781

Latest Update
Your item has been delivered to an individual at this address at 12:00 pm on October 18, 2021 in SCHAUMBURG, IL 60193.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903798

Latest Update
Your item has been delivered to a post office at 11:00 am on October 18, 2021 in ARLINGTON, TX 76010.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903804

Latest Update
Your item has been delivered to an individual at this address at 10:00 am on October 18, 2021 in ARLINGTON, TX 76010.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903811

Latest Update
Your item has been delivered to an individual at this address at 11:00 am on October 18, 2021 in ARLINGTON, TX 76010.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903828

Latest Update
Your item has been delivered to a post office at 12:00 pm on October 18, 2021 in ARLINGTON, TX 76010.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903835

Latest Update
Your item has been delivered to an individual at this address at 12:00 pm on October 18, 2021 in ARLINGTON, TX 76010.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903842

Latest Update
Your item has been delivered to a locker facility at 10:00 am on November 3, 2021 in ALEXANDRIA, VA 22314.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903859

Latest Update
Your item has been delivered to a post office at 12:00 pm on November 3, 2021 in ALEXANDRIA, VA 22314.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903866

Latest Update
Your item has been delivered to a post office at 11:00 am on November 18, 2021 in SCHAUMBURG, IL 60173.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903873

Latest Update
Your item has been delivered to a post office at 10:00 am on November 18, 2021 in SCHAUMBURG, IL 60173.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903880

Latest Update
Your item has been delivered to an agent for last mile delivery on November 18, 2021 at 10:00 am.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903897

Latest Update
Your item has been delivered to a locker facility at 10:00 am on November 18, 2021 in ALEXANDRIA, VA 22314.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903903

Latest Update
Your item has been delivered to an individual at this address at 11:00 am on November 18, 2021 in ALEXANDRIA, VA 22314.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903910

Latest Update
Your item has been delivered to an individual at this address at 12:00 pm on November 18, 2021 in ALEXANDRIA, VA 22314.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903927

Latest Update
Your item has been delivered to a post office at 10:00 am on November 18, 2021 in ALEXANDRIA, VA 22314.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903934

Latest Update
Your item has been delivered to a post office at 11:00 am on November 18, 2021 in ALEXANDRIA, VA 22314.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903941

Latest Update
Your item has been delivered to a post office at 1:00 pm on November 18, 2021 in ALEXANDRIA, VA 22314.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903958

Latest Update
Your item has been delivered to an agent for last mile delivery on November 18, 2021 at 10:00 am in Chicago, IL 60616.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903965

Latest Update
Your item has been delivered to an individual at this address at 11:00 am on November 18, 2021 in CHICAGO, IL 60616.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903972

Latest Update
Your item has been delivered to an individual at this address at 12:00 pm on November 18, 2021 in CHICAGO, IL 60616.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903989

Latest Update
Your item has been delivered to a post office at 12:00 pm on November 18, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540903996

Latest Update
Your item has been delivered to a post office at 10:00 am on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904000

Latest Update
Your item has been delivered to an agent for last mile delivery on November 19, 2021 at 10:00 am.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904017

Latest Update
Your item has been delivered to an individual at this address at 11:00 am on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904024

Latest Update
Your item has been delivered to an individual at this address at 12:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904031

Latest Update
Your item has been delivered to a post office at 12:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904048

Latest Update
Your item has been delivered to a post office at 1:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904055

Latest Update
Your item has been delivered to an agent for last mile delivery on November 19, 2021 at 10:00 am.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904062

Latest Update
Your item has been delivered to an individual at this address at 11:00 am on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904079

Latest Update
Your item has been delivered to an individual at this address at 12:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904086

Latest Update
Your item has been delivered to a post office at 12:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904093

Latest Update
Your item has been delivered to a post office at 1:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904109

Latest Update
Your item has been delivered to an agent for last mile delivery on November 19, 2021 at 10:00 am.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904116

Latest Update
Your item has been delivered to an individual at this address at 11:00 am on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904123

Latest Update
Your item has been delivered to an individual at this address at 12:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904130

Latest Update
Your item has been delivered to a post office at 12:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904147

Latest Update
Your item has been delivered to a post office at 1:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904154

Latest Update
Your item has been delivered to an agent for last mile delivery on November 19, 2021 at 10:00 am.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904161

Latest Update
Your item has been delivered to an individual at this address at 11:00 am on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904178

Latest Update
Your item has been delivered to an individual at this address at 12:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904185

Latest Update
Your item has been delivered to a post office at 12:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904192

Latest Update
Your item has been delivered to a post office at 1:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904208

Latest Update
Your item has been delivered to an agent for last mile delivery on November 19, 2021 at 10:00 am.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904215

Latest Update
Your item has been delivered to an individual at this address at 11:00 am on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904222

Latest Update
Your item has been delivered to an individual at this address at 12:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904239

Latest Update
Your item has been delivered to a post office at 12:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904246

Latest Update
Your item has been delivered to a post office at 1:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904253

Latest Update
Your item has been delivered to an agent for last mile delivery on November 19, 2021 at 10:00 am.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904260

Latest Update
Your item has been delivered to an individual at this address at 11:00 am on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904277

Latest Update
Your item has been delivered to an individual at this address at 12:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904284

Latest Update
Your item has been delivered to a post office at 12:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904291

Latest Update
Your item has been delivered to a post office at 1:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904307

Latest Update
Your item has been delivered to an agent for last mile delivery on November 19, 2021 at 10:00 am.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904314

Latest Update
Your item has been delivered to an individual at this address at 11:00 am on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904321

Latest Update
Your item has been delivered to an individual at this address at 12:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904338

Latest Update
Your item has been delivered to a post office at 12:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904345

Latest Update
Your item has been delivered to a post office at 1:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904352

Latest Update
Your item has been delivered to an agent for last mile delivery on November 19, 2021 at 10:00 am.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904369

Latest Update
Your item has been delivered to an individual at this address at 11:00 am on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904376

Latest Update
Your item has been delivered to an individual at this address at 12:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904383

Latest Update
Your item has been delivered to a post office at 12:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904390

Latest Update
Your item has been delivered to a post office at 1:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904406

Latest Update
Your item has been delivered to an agent for last mile delivery on November 19, 2021 at 10:00 am.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904413

Latest Update
Your item has been delivered to an individual at this address at 11:00 am on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904420

Latest Update
Your item has been delivered to an individual at this address at 12:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904437

Latest Update
Your item has been delivered to a post office at 12:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904444

Latest Update
Your item has been delivered to a post office at 1:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904451

Latest Update
Your item has been delivered to an agent for last mile delivery on November 19, 2021 at 10:00 am.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904468

Latest Update
Your item has been delivered to an individual at this address at 11:00 am on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904475

Latest Update
Your item has been delivered to an individual at this address at 12:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904482

Latest Update
Your item has been delivered to a post office at 12:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904499

Latest Update
Your item has been delivered to a post office at 1:00 pm on November 19, 2021 in ALTO, NM 88312.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904505

Latest Update
Your item has been delivered to an agent for last mile delivery on November 19, 2021 at 10:00 am.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Tracking Number:
9214890000290011540904512

Latest Update
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Remove X

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**Delivered**

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

ROSWELL, NM 88201
October 31, 2025, 1:21 pm

See All Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates

Return Receipt Electronic

USPS Tracking Plus®

Product Information

See Less

Remove X

Tracking Number:

# 9214896900999790184993201 6

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**Delivered**

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

ROSWELL, NM 88201
October 30, 2025, 10:09 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. CTB-1140-A**

## ORDER

The Director of the New Mexico Oil Conservation Division ("OCD"), having considered the application and the recommendation of the OCD Engineering Bureau, issues the following Order.

## FINDINGS OF FACT

1. BTA Oil Producers, LLC ("Applicant") submitted a complete application to surface commingle the oil and gas production from the pools and leases described in Exhibit A ("Application").
2. Applicant included a complete list of the wells currently dedicated to each pool and lease.
3. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
4. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools and leases in accordance with 19.15.12.10(C)(4)(g) NMAC.
5. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease as described in Exhibit A.
6. Applicant provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
7. Applicant provided notice of the Application to the Bureau of Land Management ("BLM") or New Mexico State Land Office ("NMSLO"), as applicable.

## CONCLUSIONS OF LAW

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

10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9(A)(5) NMAC and 19.15.23.9(A)(6) NMAC, as applicable.

11. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10(B)(1) NMAC or 19.15.12.10(C)(1) NMAC, as applicable.

12. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10(B)(3) NMAC and 19.15.12.10(C)(4)(h) NMAC.

13. 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.

14. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

## ORDER

1. Applicant is authorized to surface commingle oil and gas production from the pools and leases as described in Exhibit A.

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

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

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

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

2. This Order supersedes Order CTB-1140.

3. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.

4. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.

5. If Applicant recovers oil or gas production from produced water prior to Applicant injecting it or transferring custody of it, then that production shall be allocated to each well in the proportion that it contributed to the total produced water.

6. If Applicant recovers gas production using a vapor recovery unit (VRU), then that gas production shall be allocated to each well in the proportion that it contributed to the total oil production.

7. 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.

8. 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.

9. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10(C)(2) NMAC.

10. Applicant shall install and utilize vessels that are appropriately designed to ensure sufficient separation of the fluids and to accurately measure oil and gas production.

11. 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.

12. 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.

13. 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.

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

15. 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).

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

**STATE OF NEW MEXICO**
**OIL CONSERVATION DIVISION**

Albert Chang

**ALBERT C. S. CHANG**
**DIRECTOR**

**DATE:** 1/26/2026

State of New Mexico
Energy, Minerals and Natural Resources Department

# Exhibit A

**Order:** CTB-1140-A
**Operator:** BTA Oil Producers, LLC (260297)
**Central Tank Battery:** Vindicator 4 Central Tank Battery
**Central Tank Battery Location:** UL C, Section 21, Township 17 South, Range 36 East
**Gas Title Transfer Meter Location:** UL C, Section 21, Township 17 South, Range 36 East

## Pools

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

## Leases as defined in 19.15.12.7(C) NMAC

| Lease | UL or Q/Q | S-T-R |
|---|---|---|
| CA Upper Pennsylvanian SLO 204697 PUN 1400788 | W2SE | 09-17S-36E |
| | W2E2 | 16-17S-36E |
| | W2NE | 21-17S-36E |
| SLO Lease VC-0723-0001 | NE4, SWSE | 33-17S-36E |
| SLO Lease VC-0302-0002 | N2 | 28-17S-36E |
| SLO Lease VC-0292-0002 | S2 | 28-17S-36E |
| SLO Lease V0-1591-0000 | A, B, G, I, J, K, L, M, N, P | 21-17S-36E |
| SLO Lease V0-1563-0000 | NW4 | 21-17S-36E |
| CA Upper Pennsylvanian SLO 205395 PUN 1411931 | E2SW, W2SE | 21-17S-36E |
| | E2W2, W2E2 | 28-17S-36E |
| | E2NW, W2NE | 33-17S-36E |
| CA Upper Pennsylvanian SLO 205396 PUN 1411943 | E2SW | 09-17S-36E |
| | E2W2 | 16-17S-36E |
| | E2NW | 21-17S-36E |
| CA Upper Pennsylvanian SLO 205398 PUN 1411954 | W2SW | 21-17S-36E |
| | W2W2 | 28-17S-36E |
| | W2NW | 33-17S-36E |
| CA Upper Pennsylvanian SLO 205397 PUN 1411966 | W2SW | 09-17S-36E |
| | W2W2 | 16-17S-36E |
| | W2NW | 21-17S-36E |

## Wells

| Well API | Well Name | UL or Q/Q | S-T-R | Pool |
|---|---|---|---|---|
| 30-025-51019 | VINDICATOR CANYON STATE UNIT #303H | E2SE | 21-17S-36E | 98333 |
| | | E2E2 | 28-17S-36E | |
| | | E2NE | 33-17S-36E | |
| 30-025-51020 | VINDICATOR CANYON STATE UNIT #404H | W2SE | 09-17S-36E | 98333 |
| | | W2E2 | 16-17S-36E | |
| | | W2NE | 21-17S-36E | |
| 30-025-51285 | VINDICATOR CANYON STATE UNIT #317H | E2W2 | 21-17S-36E | 98333 |
| | | E2W2 | 28-17S-36E | |

| | | | | |
|---|---|---|---|---|
| 30-025-51286 | VINDICATOR CANYON STATE UNIT #318H | W2W2<br>W2W2 | 21-17S-36E<br>28-17S-36E | 98333 |
| 30-025-54819 | VINDICATOR CANYON STATE UNIT COM #417H | W2SE, E2SW<br>W2E2, E2W2<br>W2NE, E2NW | 21-17S-36E<br>28-17S-36E<br>33-17S-36E | 98333 |
| 30-025-54820 | VINDICATOR CANYON STATE UNIT COM #418H | E2SW<br>E2W2<br>E2NW | 09-17S-36E<br>16-17S-36E<br>21-17S-36E | 98333 |
| 30-025-55157 | VINDICATOR CANYON STATE UNIT COM #419H | W2SW<br>W2W2<br>W2NW | 21-17S-36E<br>28-17S-36E<br>33-17S-36E | 98333 |
| 30-025-55158 | VINDICATOR CANYON STATE UNIT COM #420H | W2SW<br>W2W2<br>W2NW | 09-17S-36E<br>16-17S-36E<br>21-17S-36E | 98333 |

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

General Information
Phone: (505) 629-6116

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

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

CONDITIONS

Action 521391

## CONDITIONS

| | |
|---|---|
| Operator:<br>BTA OIL PRODUCERS, LLC<br>104 S Pecos<br>Midland, TX 79701 | OGRID:<br>260297 |
| | Action Number:<br>521391 |
| | Action Type:<br>[C-107] Surface Commingle or Off-Lease (C-107B) |

**CONDITIONS**

| Created By | Condition | Condition Date |
|---|---|---|
| sarah.clelland | Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please email us at OCD.Engineer@emnrd.nm.gov. | 1/27/2026 |