

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

**APPLICATION OF ARMSTRONG ENERGY  
CORP. TO DESIGNATE BURNS XPRESS, LLC AS  
OPERATOR OF RECORD OF THE WEST PEARL  
STATE #1 WELL, LEA COUNTY, NEW MEXICO.**

**CASE NO.** \_\_\_\_\_

**APPLICATION**

In accordance with NMSA 1978 § 70-2-11(A) and 19.15.9.9 NMAC, Armstrong Energy Corp. (OGRID No. 1092) (“Armstrong”) applies for an order removing Armstrong as operator of record of the West Pearl State #1 well and designating Burns Xpress, LLC (OGRID No. 371003) (“Burns”) as operator of record. Applicant states the following in support of its application.

1. Armstrong is the operator of record of the West Pearl State #1 well (“Well”) (API # 30-025-28583).
2. The Well is vertically drilled at 660 FNL and 550 FEL (Unit A) in Section 2, Township 20 South, Range 34 East, Lea County, New Mexico to a depth sufficient to produce the Lea-Delaware, Northeast pool (Pool Code 37584).
3. On May 21, 2019, the Oil Conservation Division (“Division”) granted temporary abandonment status of the Well until May 3, 2024.
4. On May 6, 2019, Armstrong assigned the Well to Burns. The assignment was filed with the Lea County Clerk’s Office on October 31, 2019. A copy of the assignment is attached as **Exhibit A**.
5. As a result of the assignment, Armstrong no longer owns the Well and lacks legal authority over it.

6. Armstrong and Burns agreed that that Burns would voluntarily execute a joint Change of Operator application (Form C-145) for the Well, but Burns has refused to do so.

7. In order to prevent waste, protect correlative rights, and ensure that the owner of the Well has legal authority over the Well for purposes of complying with the Division's regulations, Armstrong should be removed as operator of the Well by the Division and Burns should be designated as operator of record of the Well.

WHEREFORE, Applicant requests this application be set for hearing on January 6, 2022, and after notice and hearing, the Division enter an order removing Armstrong as operator of the West Pearl State #1 well and approving a change of operator to Burns and granting such further relief as the Division deems proper.

Respectfully submitted,

HINKLE SHANOR LLP

/s/ Dana S. Hardy

Dana S. Hardy  
Michael Rodriguez  
P.O. Box 2068  
Santa Fe, NM 87504-2068  
Phone: (505) 982-4554  
Facsimile: (505) 982-8623  
dhardy@hinklelawfirm.com  
mrodriguez@hinklelawfirm.com  
*Counsel for Armstrong Energy Corp.*

**ASSIGNMENT OF WELLBORE RIGHTS**

**THIS ASSIGNMENT OF WELLBORE RIGHTS** (“Assignment”) made effective the 6<sup>th</sup> day of May, 2019, between Armstrong Energy Corporation, Slash Exploration Limited Partnership, Guy’s Oil & Gas Ltd., Co., David S. Plett, joined pro forma by his wife Beatrice Stubbs Plett, Brian D. Stokes, Leonard R. Stokes, James G. Stokes, Lauri S. Stokes, and Verde Vista Energy Company, with an address of P.O. Box 1973, Roswell, NM 88202 (collectively the “Assignor”), and Burns Xpress, LLC, a New Mexico limited liability company, P.O. Box 1244, Lovington, NM 88260 (“Assignee”).

**RECITALS**

Assignor has agreed to sell and assign all right, title, and interest in and to the West Pearl State #1 wellbore together with all associated tankage as described on Exhibit A attached hereto (the “Assigned Interest”), for the purpose of permitting the wellbore for a Commercial Salt Water Disposal Well, and Assignee has agreed to accept this Assignment from Assignor of the Assigned Interest.

**ASSIGNMENT**

1. For \$10.00 and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor assigns and transfers to Assignee, all of Assignor’s right, title and interest in and to the Assigned Interest, free and clear of all liens, claims, or encumbrances of any kind.

2. Assignee, by execution hereof, hereby accepts the assignment of the Assigned Interest from Assignor on the terms set forth herein.

3. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, representatives, successors and assigns.

4. This Assignment shall be governed by the laws of the State of New Mexico.

5. The parties hereto agree to take any further action and to execute and deliver any further documents reasonably necessary to effectuate the terms of this Assignment.

6. The Assignor along with any representatives, employees, partners, working interest owners or any other affiliates agree to not in any way protest or hinder Assignee’s efforts to permit the Assigned Interest as a Commercial Salt Water Disposal well injecting into the Devonian formation with any State Authority.

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June 24, 2019*

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7. The Assignor will remove the production tubing, rods, pump and any other downhole accessories. Assignee will transfer the wellbore to a Temporary Abandoned status pursuant to any and all New Mexico State Regulations.

8. The Assignor agrees to provide in writing, Assignors' approval of Assignee's intent to permit said wellbore as a Commercial Salt Water Disposal well and address said letter to "whomever it may concern".

9. This Assignment may be executed in one or more counterparts, and all of the counterparts shall constitute the same agreement. An original or facsimile signature of the parties to each of documents referenced herein shall be binding as the original.

10. Assignee agrees, by accepting this Assignment, to assume responsibility for the Assigned Interest and the risk, cost, and expense of future operations, including plugging and abandoning the Well. Assignee agrees to indemnify and hold harmless Assignors, their agents, employees and assigns, from all liability, claims, demands, or causes of action arising out of Assignee's operations in, or use of, the assigned Well Bore, including without limitation the proper plugging and abandonment of the Well.

11. Assignor will indemnify and hold harmless Assignee from any claims, including environmental, arising from oil and gas operations occurring prior to the effective date of this agreement.

12. Assignee warrants that it has full right and authority to execute this assignment on behalf of any working interest partners, associates or affiliates.

**13. GENERAL DISCLAIMER. ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCURACY, COMPLETENESS, OR MATERIALITY OF THE INFORMATION, RECORDS, AND DATA NOW, PREVIOUSLY, OR LATER MADE AVAILABLE TO ASSIGNEE IN CONNECTION WITH THE WELL, INCLUDING, WITHOUT LIMITATION, ANY DESCRIPTION OF THE WELL, OR ANY OTHER MATTERS CONTAINED IN OR OMITTED FROM ANY OTHER MATERIAL FURNISHED TO ASSIGNEE BY ASSIGNOR. ANY AND ALL DATA, INFORMATION, AND MATERIAL FURNISHED BY ASSIGNOR IS PROVIDED AS A CONVENIENCE ONLY, AND ANY RELIANCE ON OR USE OF IT IS AT ASSIGNEE'S SOLE RISK.**

**14. PERSONAL PROPERTY DISCLAIMER. TO THE EXTENT REQUIRED TO BE OPERATIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES**

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CONTAINED IN THIS SECTION ARE 'CONSPICUOUS' DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE, OR ORDER. ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES AS TO PERSONAL PROPERTY AND FIXTURES: (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY; (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND, (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS. ASSIGNEE EXPRESSLY AGREES THAT THE PERSONAL PROPERTY AND WELL WILL BE ASSIGNED AND ACCEPTED 'AS IS, WHERE IS AND WITH ALL FAULTS,' AND IN ITS PRESENT CONDITION AND STATE OF REPAIR. ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE WELL, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE DOWNHOLE CONDITION OF THE WELL, OR THE ENVIRONMENTAL CONDITION OF THE WELL.

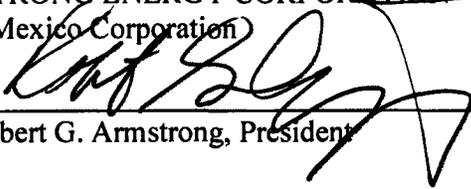
15. ENVIRONMENTAL CONDITIONS. ASSIGNEE HAS INSPECTED THE WELL AND LEASE(S) FOR ALL PURPOSES AND HAS SATISFIED ITSELF AS TO ITS PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND ACCEPTS SAME IN ITS PRESENT CONDITION.

16. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one document. Assignor and Assignee acknowledge and agree that signature pages may be compiled to create one document deemed an original for all purposes.

The parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

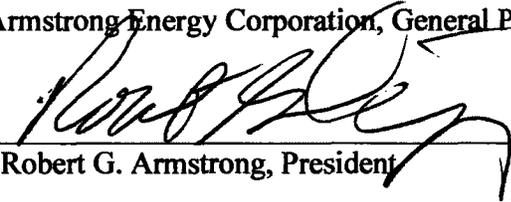
ARMSTRONG ENERGY CORPORATION  
a New Mexico Corporation

By:   
Robert G. Armstrong, President

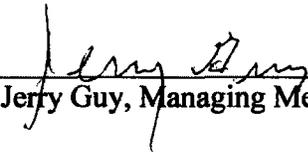
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BY ANGIE BEAUCHAMP

SLASH EXPLORATION LIMITED PARTNERSHIP,  
by Armstrong Energy Corporation, General Partner

By:   
Robert G. Armstrong, President

GUY'S OIL & GAS LTD., CO.

By:   
Jerry Guy, Managing Member

VERDE VISTA ENERGY COMPANY

By: \_\_\_\_\_  
Mark Kelly, President

\_\_\_\_\_  
David S. Plett, Individually

\_\_\_\_\_  
Beatrice Stubbs Plett, *pro forma*

\_\_\_\_\_  
Brian D. Stokes, Sole and Separate Property

\_\_\_\_\_  
Leonard R. Stokes, Sole and Separate Property

\_\_\_\_\_  
James G. Stokes, Sole and Separate Property

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BY ANGIE BEAUCHAMP

SLASH EXPLORATION LIMITED PARTNERSHIP,  
by Armstrong Energy Corporation, General Partner

By: \_\_\_\_\_  
Robert G. Armstrong, President

GUY'S OIL & GAS LTD., CO.

By: \_\_\_\_\_  
Jerry Guy, Managing Member

VERDE VISTA ENERGY COMPANY

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Mark Kelly, President

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Beatrice Stubbs Plett, *pro forma*

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Brian D. Stokes, Sole and Separate Property

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BY ANGIE BEAUCHAMP

SLASH EXPLORATION LIMITED PARTNERSHIP,  
by Armstrong Energy Corporation, General Partner

By: \_\_\_\_\_  
Robert G. Armstrong, President

GUY'S OIL & GAS LTD., CO.

By: \_\_\_\_\_  
Jerry Guy, Managing Member

VERDE VISTA ENERGY COMPANY

By: \_\_\_\_\_  
Mark Kelly, President

  
\_\_\_\_\_  
David S. Plett, Individually

  
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Beatrice Stubbs Plett, *pro forma*

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Brian D. Stokes, Sole and Separate Property

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Leonard R. Stokes, Sole and Separate Property

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James G. Stokes, Sole and Separate Property

SLASH EXPLORATION LIMITED PARTNERSHIP,  
by Armstrong Energy Corporation, General Partner

By: \_\_\_\_\_  
Robert G. Armstrong, President  
P.O. Box 1973  
Roswell, NM 88202

GUY'S OIL & GAS LTD., CO.

By: \_\_\_\_\_  
Jerry Guy, Managing Member  
5229 N Ja-Rob Lane  
Hobbs, NM 88240

VERDE VISTA ENERGY COMPANY

By: \_\_\_\_\_  
Mark Kelly, President

\_\_\_\_\_  
David S. Plett, Individually

\_\_\_\_\_  
Beatrice Stubbs Plett, *pro forma*

  
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Brian D. Stokes, Sole and Separate Property

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Leonard R. Stokes, Sole and Separate Property



West Pearl State #1 Wellbore Asmt  
June 24, 2019

SLASH EXPLORATION LIMITED PARTNERSHIP,  
by Armstrong Energy Corporation, General Partner

By: \_\_\_\_\_  
Robert G. Armstrong, President

GUY'S OIL & GAS LTD., CO.

By: \_\_\_\_\_  
Jerry Guy, Managing Member

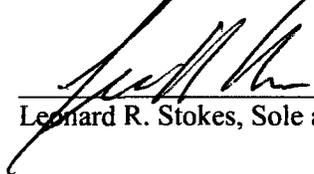
VERDE VISTA ENERGY COMPANY

By: \_\_\_\_\_  
Mark Kelly, President

\_\_\_\_\_  
David S. Plett, Individually

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Beatrice Stubbs Plett, *pro forma*

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Brian D. Stokes, Sole and Separate Property

  
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Leonard R. Stokes, Sole and Separate Property

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James G. Stokes, Sole and Separate Property

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BY ANGIE BEAUCHAMP

SLASH EXPLORATION LIMITED PARTNERSHIP,  
by Armstrong Energy Corporation, General Partner

By: \_\_\_\_\_  
Robert G. Armstrong, President

GUY'S OIL & GAS LTD., CO.

By: \_\_\_\_\_  
Jerry Guy, Managing Member

VERDE VISTA ENERGY COMPANY

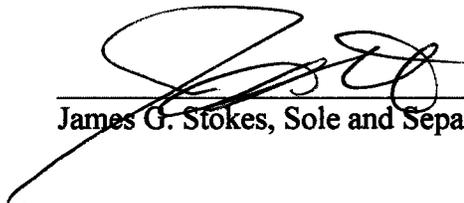
By: \_\_\_\_\_  
Mark Kelly, President

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David S. Plett, Individually

\_\_\_\_\_  
Beatrice Stubbs Plett, *pro forma*

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Brian D. Stokes, Sole and Separate Property

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Leonard R. Stokes, Sole and Separate Property

 8/23/19  
\_\_\_\_\_  
James G. Stokes, Sole and Separate Property

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Lauri S. Stokes, Sole and Separate Property

**ASSIGNEE:**

BURNS XPRESS, LLC  
a New Mexico limited liability company

By: \_\_\_\_\_  
Kenyon Burns-Managing Member

State of New Mexico )  
County of Chaves )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by Robert G. Armstrong as President of Armstrong Energy Corporation, on behalf of the Corporation and as General Partner for Slash Exploration Limited Partnership.

My Commission Expires: \_\_\_\_\_  
Notary Public

State of )  
County of )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by Mark S. Kelly as President for Verde Vista Energy Company.

My Commission Expires: \_\_\_\_\_  
Notary Public

West Pearl State #1 Wellbore Asmt  
June 24, 2019

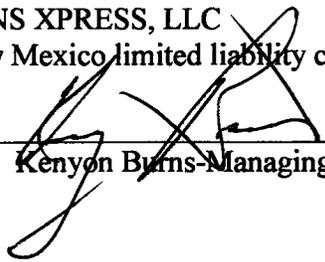
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BY ANGIE BEAUCHAMP

James G. Stokes, Sole and Separate Property

\_\_\_\_\_  
Lauri S. Stokes, Sole and Separate Property

**ASSIGNEE:**

BURNS XPRESS, LLC  
a New Mexico limited liability company

By:  \_\_\_\_\_  
Kenyon Burns- Managing Member

State of New Mexico )  
County of Chaves )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by Robert G. Armstrong as President of Armstrong Energy Corporation, on behalf of the Corporation and as General Partner for Slash Exploration Limited Partnership.

My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

State of New Mexico )  
County of Chaves )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by Mark S. Kelly as President for Verde Vista Energy Company.

My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

Lauri S. Stokes, Sole and Separate Property

ASSIGNEE:

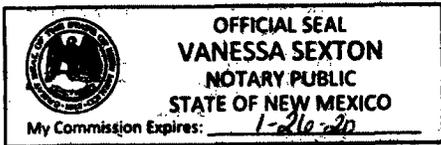
BURNS XPRESS, LLC  
a New Mexico limited liability company

By: \_\_\_\_\_  
Kenyon Burns-Managing Member

State of New Mexico )  
County of Chaves )

This instrument was acknowledged before me this 27th day of August, 2019 by Robert G. Armstrong as President of Armstrong Energy Corporation, on behalf of the Corporation and as General Partner for Slash Exploration Limited Partnership.

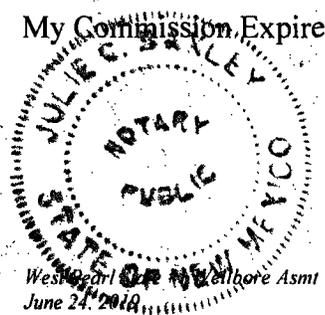
My Commission Expires: 1/26/20 \_\_\_\_\_  
Vanessa Sexton  
Notary Public



State of New Mexico )  
County of Chaves )

This instrument was acknowledged before me this 19th day of August, 2019 by Mark S. Kelly as President for Verde Vista Energy Company.

My Commission Expires: 10/22/2020 \_\_\_\_\_  
Julie M. Boxley  
Notary Public



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BY ANGIE BEAUCHAMP

State of New Mexico )  
County of Lea )

This instrument was acknowledged before me this 11th day of August, 2019  
by Jerry Guy as managing member of Guy's Oil & Gas Ltd., Co.

My Commission Expires: 8-11-2020

Amparo Salazar  
Notary Public



State of )  
County of )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019  
by David S. Plett, and his wife, Beatrice Stubbs Plett.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

State of New Mexico )  
County of Chaves )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019  
by Brian D. Stokes.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

State of New Mexico )  
County of )

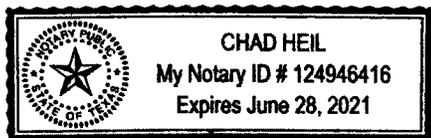
This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019  
by Jerry Guy as managing member of Guy's Oil & Gas Ltd., Co.

My Commission Expires: \_\_\_\_\_  
Notary Public

State of TX )  
County of Tarrant )

This instrument was acknowledged before me this 12<sup>th</sup> day of September, 2019  
by David S. Plett, and his wife, Beatrice Stubbs Plett.

My Commission Expires: 6/28/21  
  
Notary Public



State of New Mexico )  
County of Chaves )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019  
by Brian D. Stokes.

My Commission Expires: \_\_\_\_\_  
Notary Public

State of New Mexico )  
County of Chaves )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
by Jerry Guy as managing member of Guy's Oil & Gas Ltd., Co.

My Commission Expires: \_\_\_\_\_  
Notary Public

State of New Mexico )  
County of Chaves )

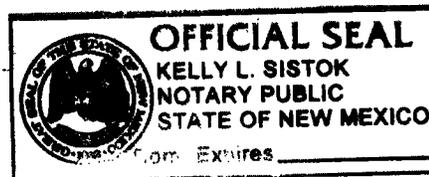
This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
by David S. Plett, and his wife, Beatrice Stubbs Plett.

My Commission Expires: \_\_\_\_\_  
Notary Public

State of New Mexico )  
County of Chaves )

This instrument was acknowledged before me this 12 day of July, 2019  
by Brian D. Stokes.

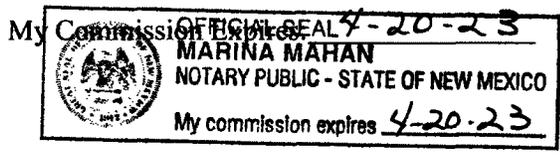
My Commission Expires: NOV 3 2022  
Kelly L Sistok  
Notary Public



West Pearl State #1 Wellbore Asmt  
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LEA COUNTY, NM  
KEITH MANES, COUNTY CLERK  
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BY ANGIE BEAUCHAMP

This instrument was acknowledged before me this 28 day of August, 2019  
by Leonard R. Stokes.



Marina Mahan  
Notary Public

State of New Mexico )  
County of Chaves )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019  
by James G. Stokes.

My Commission Expires: \_\_\_\_\_  
Notary Public

State of New Mexico )  
County of Chaves )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019  
by Lauri S. Stokes.

My Commission Expires: \_\_\_\_\_  
Notary Public

West Pearl State #1 Wellbore Asmt  
June 24, 2019

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BY ANGIE BEAUCHAMP

State of New Mexico )  
County of Chaves )

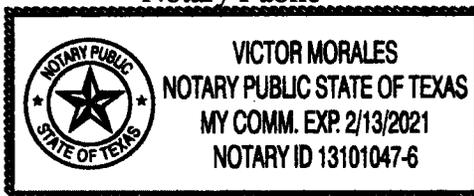
This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
by Leonard R. Stokes.

My Commission Expires: \_\_\_\_\_  
Notary Public

TEXAS  
State of ~~New Mexico~~ )  
County of ~~Chaves~~ )  
COLLIN

This instrument was acknowledged before me this 23 day of AUGUST, 2019  
by James G. Stokes.

My Commission Expires: 2/13/2021  
Notary Public



State of New Mexico )  
County of Chaves )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
by Lauri S. Stokes.

My Commission Expires: \_\_\_\_\_  
Notary Public

State of New Mexico )  
County of Chaves )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
by Leonard R. Stokes.

My Commission Expires: \_\_\_\_\_  
Notary Public

State of New Mexico )  
County of Chaves )

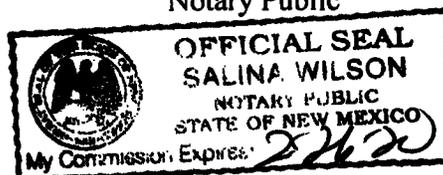
This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
by James G. Stokes.

My Commission Expires: \_\_\_\_\_  
Notary Public

State of New Mexico )  
County of Chaves )

This instrument was acknowledged before me this 21 day of September, 2019  
by Lauri S. Stokes.

My Commission Expires: 2-26-20  
Notary Public



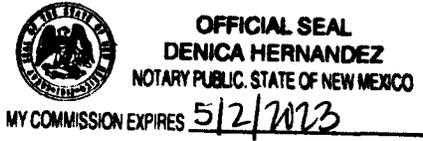
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BY ANGIE BEAUCHAMP

State of New Mexico )  
County of Lea )

This instrument was acknowledged before me this 30<sup>th</sup> day of August, 2019  
by Kenyon Burns, as managing member of Burns Xpress, LLC.

My Commission Expires: 5/2/2023 Denica Hernandez  
Notary Public



West Pearl State #1 Wellbore Asmt  
June 24, 2019

LEA COUNTY, NM  
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BY ANGIE BEAUCHAMP

**EXHIBIT A**

West Pearl State # 1  
UL A 660' FNL and 550' FEL  
Section 2 T20S R34E  
Lea County, New Mexico  
API# 30-025-28583

Two 210 bbl storage tanks  
One 250bbl open top fiberglass storage tank

*West Pearl State #1 Wellbore Asmt  
June 24, 2019*

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