

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

**APPLICATIONS OF ASCENT ENERGY, LLC
FOR COMPULSORY POOLING,
LEA COUNTY, NEW MEXICO**

**CASE NO. 21507
AND 21508**

PHILIP WHITE'S DIRECT TESTIMONY AND EXHIBITS

PHILIP WHITE'S DIRECT TESTIMONY AND EXHIBITS

Table of Contents

Tab A: Philip White Direct Testimony

Exhibit 1: Ascent Proposal Letter

Exhibit 2: BLM Serial Register Page for Oil and Gas Lease NMNM 139848

Exhibit 3: BLM Decision accepting relinquishment of OKNM137103 Lease

Tab B: Certificate of Service

1 **Q: Please state your name.**

2 A: My name is Philip White.

3 **Q: On whose behalf are you testifying in this matter?**

4 A: I am testifying on my own behalf. I own mineral interests at issue in Ascent Energy,
5 LLC's (Ascent) cases, case numbers 21507 and 21508.

6 **Q: What sort of mineral interests do you own?**

7 A: I have a lease from the Bureau of Land Management (BLM) for 40 acres. The lease
8 covers NESW of Section 4, Township 20 South, Range 33 East, Lea County, New
9 Mexico.

10 **Q: What is your experience in the oil and gas industry?**

11 A: I have been involved in the oil and gas industry since 1974. I have been on the mineral
12 interest owner side and I have partnered with operators and I have been force pooled
13 before. Although I don't have any formal training in oil and gas, my experience over the
14 last 40 plus years has provided me with what I would call "on the ground" or practical
15 knowledge.

16 **Q: What is the purpose of your testimony?**

17 A: The purpose of my testimony is to explain my concerns with Ascent's lack of good faith
18 negotiations with me and to request the Oil Conservation Division issue pooling orders
19 with certain conditions which I will discuss later that I think will protect my interests
20 while at the same time not prejudice Ascent.

21 **Q: Are you familiar with the applications that Ascent filed in these matters?**

22 A: Yes. I have reviewed the applications that were filed. In Cases 21507 and 21508, Ascent
23 seeks to pool mineral interests underlying Lot 3, SE/4NW/4, and E/2SW/4 (the E/2W/2)

TAB A

Direct Testimony of Philip White in Ascent Case Numbers 21507 and 21508

1 of Section 4 and the E/2W/2 of Section 9, Township 20 South, Range 33 East, NMPM,
2 which encompasses the mineral interests I own by virtue of the BLM lease. In both cases,
3 Ascent seeks a 200% penalty charge for the risk involved in drilling, completing, and
4 equipping the wells. The 200% risk charge really amounts to 300% because it is actual
5 costs plus 200%. In Case No. 21507, Ascent seeks to create a single Bone Spring spacing
6 unit, which will be dedicated to two Bone Spring wells, the Silver Fed. Com. Well No.
7 503H, which is a Second Bone Spring well, and the Silver Fed. Com. 602H, which is a
8 Third Bone Spring well. In Case No. 21508, Ascent seeks to create a Wolfcamp spacing
9 unit, which will be dedicated to a single well, the Silver Fed. Com. Well No. 702H.

10 **Q: When did you learn of Ascent's plans to drill the Silver Fed. Com. wells?**

11 A: Ascent sent me a single proposal letter, dated July 28, 2020. A copy of the proposal letter
12 is attached as Exhibit 1. The proposal letter states that if I was interested in selling my
13 interest, I should contact Mr. Zink at my earliest convenience. The proposal letter
14 confirms I have a working interest and that my working interest is approximately
15 12.48%. In my view, a 12.48% interest is not insignificant. The proposal letter also states
16 that my costs for the three wells would be \$2,943,754.00, or almost 3 million dollars.

17 **Q: Did you respond to Ascent's proposal letter?**

18 A: Yes. I made notes about my communications with Ascent on the proposal letter—the
19 handwriting you see on the letter is mine. On August 6, 2020, I called Mr. Zink and left
20 him a message. I offered to sell my 40 acre lease to Ascent for \$400,000.00 (\$10,000 an
21 acre) and a 12.5% overriding royalty interest. I didn't hear back from Mr. Zink about that
22 offer. I followed up on August 12, 2020 and left a message stating that if I was force
23 pooled, I would only join the 503H well, which is the Second Bone Spring well.

1 **Q: Did Ascent contact you about your offer?**

2 A: Mr. Zink called me back on August 12. I explained to him that I would not sign the joint
3 operating agreement (JOA).

4 **Q: Did Ascent discuss with you your offer to sell your leased acreage?**

5 A: No. Not that I recall. I had the single call with Mr. Zink and then the next communication
6 I received was the letter from Ascent's lawyer informing me that the pooling applications
7 had been filed.

8 **Q: When did you receive Ascent's letters regarding the pooling applications?**

9 A: The letter is dated October 15, 2020, and I think I received it around October 23.

10 **Q: What did you do when you received them?**

11 A: I contacted my lawyer, who reached out to Ascent's counsel to ask Ascent to negotiate
12 with me.

13 **Q: Did you, through your lawyer, propose any terms to Ascent?**

14 A: Yes. On October 27, 2020 Ms. Bennett, my lawyer, sent an email to Mr. Bruce, Ascent's
15 lawyer, proposing two alternative approaches. One approach would be for Ascent to ask
16 the Division for two orders for the Bone Spring wells, in other words each Bone Spring
17 well would be dedicated to a separate unit. The second approach was to lower the risk
18 penalty from 200% to 100% or, if I elected to participate in the wells, that I be allowed to
19 pay on a going forward basis, not on a cash call basis.

20 **Q: What happened then?**

21 A: Ascent asked that I put my offer in a letter agreement, which I did with Ms. Bennett's
22 assistance. In that letter, we outlined two alternatives. The first alternative (Alternative 1)
23 was that Ascent would agree that I would have the right to elect into one, some, or all of

1 the wells, and that I would not be subject to a cash call if I did so, but would be billed on
2 an as-accrued bases. The second alternative (Alternative 2) was if I elected to not join any
3 wells, i.e., be force pooled, Ascent would only charge me a 100% risk penalty (i.e., actual
4 costs plus 100%). She emailed the letter agreement to Mr. Bruce on October 28, 2020.

5 **Q: What happened next?**

6 A: On October 29, 2020, Mr. Bruce emailed Ms. Bennett stating that Ascent would not agree
7 to Alternative 2 but would maybe consider Alternative 1, if it could be fleshed out more.
8 That same day, Ms. Bennett emailed Mr. Bruce asking Ascent to provide language
9 Ascent would be comfortable with, rather than us having to guess at what Ascent wanted.
10 Mr. Bruce emailed back that Ascent was “considering language.”

11 **Q: Did Ascent ever propose any alternative language for you to consider?**

12 A: No. Ms. Bennett followed up with Mr. Bruce on November 9 and again on November 11,
13 2020. On November 12, 2020, two weeks after saying that Ascent was “considering
14 language”, Ascent’s counsel sent an email stating that Ascent’s landman had not been
15 able to put together any proposed language, and instead just referred me to the JOA.

16 **Q: Did you feel that was a good faith response to your proposals, especially given you
17 were expecting Ascent to provide language for you to consider?**

18 A: No. I didn’t think that was a good faith response. I was waiting two weeks for Ascent to
19 propose language that they would find acceptable so we could begin having real
20 discussions. Instead, Ascent basically just said no and pointed me to the JOA, which I
21 had already informed Ascent I wasn’t going to sign.

22 **Q: What happened next?**

1 A: When I realized Ascent was not willing to really discuss my proposals, I decided to
2 restart my discussions with Ascent for Ascent to buy my mineral interests.

3 **Q: Did Ms. Bennett email that offer to Mr. Bruce?**

4 A: Yes. On November 12, 2020, Ms. Bennett emailed Mr. Bruce an offer to Ascent to buy
5 my interests. The offer she emailed him outlined my prior offer to Ascent to which
6 Ascent had never responded, which was \$400,000.00 and a 12.5% override. I basically
7 negotiated against myself and lowered my offer to \$300,000.00 and a 12% override.

8 **Q: What do you mean by you “negotiated against yourself”?**

9 A: Ascent never responded to my offer to buy my mineral interests so I had no idea what
10 they would accept as an offer. In the hopes of moving the negotiations forward, I decided
11 to lower my own offer and present that to Ascent.

12 **Q: What happened after November 12, 2020?**

13 A: I didn't hear back from Ascent until December 3, 2020.

14 **Q: What happened on December 3, 2020?**

15 A: Mr. Bruce and Ms. Bennett spoke. My understanding is that Mr. Bruce told Ms. Bennett
16 that Ascent thought my offer was “too rich” and asked me to reach out to Ascent. Ms.
17 Bennett asked that Ascent provide me a counteroffer because I had no information on
18 what Ascent would accept and I did not want to keep negotiating against myself. Mr.
19 Bruce said he would reach out to Ascent who would then reach out to me directly.
20 Between December 2 and December 30, Ms. Bennett followed up with Ascent's counsel
21 several times to see when Ascent would be contacting me.

22 **Q: When did Ascent finally respond to your offer?**

Direct Testimony of Philip White in Ascent Case Numbers 21507 and 21508

1 A: On December 30, 2020, almost a month later. It is very frustrating to me that I made an
2 initial offer to Ascent to buy my mineral interests on August 6, 2020, and then made a
3 second offer for Ascent to buy my interests on November 12, 2020, but I only received a
4 counteroffer from Ascent on December 30, 2020.

5 **Q: What was Ascent's counteroffer?**

6 A: Ascent offered me \$100,000.00 and no overriding royalty interest.

7 **Q: Did you respond to the offer?**

8 A: Yes. The next day, December 31, 2020.

9 **Q: Did you propose a counteroffer?**

10 A: Yes. I countered with \$200,000.00 and a 12% override.

11 **Q: What happened next?**

12 A: On January 4, 2021, Ascent countered with \$112,000.00 and a 5% override.

13 **Q: Were you willing to consider this counter offer?**

14 A: No. In my opinion, it is too low and I had already come down so far. My offer on
15 December 31, 2020 was my final offer and I instructed Ms. Bennett to inform Ascent that
16 it was my final offer, which she did.

17 **Q: Why do you think \$112,000.00 is too low?**

18 A: BLM, in 2019, leased acreage contiguous to Ascent's proposed units for approximately
19 \$14,000.00 an acre. My initial offer of \$400,000.00 amounted to \$10,000 per acre, which
20 is below the BLM lease sale. My final offer of \$200,000.00 per acre equates to \$5,000.00
21 per acre, which is well below the BLM lease sale and is more than reasonable. Ascent's
22 offer of \$2,800.00 per acre is unreasonable as is their offer of only a 5% override.

23 **Q: Did you do any research to confirm the BLM lease sale amount?**

1 A: I provided the information I had to Ms. Bennett and she pulled the BLM serial page for
2 the tract I identified, which confirmed my recollection of the lease sale.

3 Q: **Did you review the BLM serial page?**

4 A: Yes. I did. It is attached as Exhibit 2.

5 Q: **What would you like OCD to do?**

6 A: I realize that I have very little bargaining power because Ascent can simply force pool
7 me, although I think it is unfair especially since I was willing to negotiate with Ascent for
8 reasonable deal terms. But, Ascent apparently does not want to be reasonable. I would
9 respectfully request the Division take the following steps protect my interests:

10 1) Issue three orders, one for each target formation/well. I know the Wolfcamp
11 unit will have its own order. I would ask that the Division issue two separate
12 orders for the Bone Spring wells, one for the 503H well (Second Bone Spring)
13 and one for the 602H well (Third Bone Spring), which would, in my opinion,
14 protect my interests.

15 2) In each order, set the risk penalty at 100%, not 200%, if I am force pooled.

16 3) I also would like to not be subject to a cash call, but rather be assessed my
17 proportionate share of the costs for each well in which I elect to participate on
18 an as-accrued basis.

19 Q: **Are these conditions you raised with Ascent?**

20 A: Yes. I proposed these to Ascent in the October 28, 2020 letter Ms. Bennett emailed to
21 Ascent, but which Ascent never directly responded to other than referring me to the JOA.

22 Q: **Do you know if OCD has authority to impose the conditions you are asking?**

1 A: I am not a lawyer and I have not looked at OCD's authority so I can't say from a legal
2 perspective. But, from my perspective as a working interest owner, I view OCD as
3 having the authority to regulate pooling and to make sure it is fair for everyone, including
4 non-operator working interest owners like myself. I think the conditions I am requesting
5 are fair and would protect my interests.

6 **Q: What is your worst case scenario?**

7 A: My worst case scenario would be that I am force pooled without any of the protections I
8 have requested. If that happens, I will have no choice but to relinquish my lease, which I
9 have had to do in the past. I have included as Exhibit 3 a copy of the BLM Decision I
10 received as a result of relinquishing another lease.

11 **Q: What would happen if you relinquish the lease, in your experience?**

12 A: In my experience, the tract would have to be nominated for leasing, and then leased,
13 which could take a year or more. Ascent would be able to bid on the lease, but so would
14 other parties, and if another party acquired the lease, then Ascent would be back in the
15 same situation it is now. This is not my preferred outcome. I would prefer if Ascent
16 would either buy my interests outright at the reasonable terms I offered or that Ascent
17 accept the conditions I proposed to protect my interests.

18 **Q: Have you reviewed Exhibits 1, 2, and 3?**

19 A: Yes. Exhibit 1 is the copy of the proposal letter with my notes on it. Exhibit 2 appears to
20 be an accurate copy of the BLM serial page relating to the lease sale I recalled in 2019.
21 Exhibit 3 is the BLM Decision accepting my lease relinquishment for a different lease.

22 **Q: Does that conclude your testimony?**

23 A: Yes.



July 28, 2020

Mr. Phillip White
PO Box 25968
Albuquerque, NM 87125

RE: Silver Development Area
T20S-R33E
Sec. 4: Lot 3, SENW, E2SW
Sec. 9: E2W2
320.41 Gross Acres, more or less
Lea County, New Mexico

Dear Working Interest Owner:

Ascent Energy, LLC ("Ascent") hereby proposes the drilling, completing and equipping the following wells located in Sections 4 and 9 of T20S-R33E, Lea County, New Mexico, (collectively known as the "Silver Wells").

Well Name	Legal Description	Formation	TVD	TMD	APE
Silver Fed Com #503H	T20S-R33E Sec. 4: Lot 3, SENW, E2SW, Sec. 9: E2W2				
	SLH: 155' FSL, 1518' FWL, in Sec. 9, T20S-R33E	2nd Bone Spring	9,937'	20,259'	\$7,685,935
	BHL: 100' FNL, 2178' FWL, in Sec. 4, T20S-R33E				
Silver Fed Com #602H	T20S-R33E Sec. 4: Lot 3, SENW, E2SW, Sec. 9: E2W2				
	SLH: 155' FSL, 1468' FWL, in Sec. 9, T20S-R33E	3rd Bone Spring	10,912'	21,187'	\$7,778,659
	BHL: 100' FNL, 1650' FWL, in Sec. 4, T20S-R33E				
Silver Fed Com #702H	T20S-R33E Sec. 4: Lot 3, SENW, E2SW, Sec. 9: E2W2				
	SLH: 155' FSL, 1498' FWL, in Sec. 9, T20S-R33E	Wolfcamp	11,152'	21,460'	\$8,123,180
	BHL: 100' FNL, 2310' FWL, in Sec. 4, T20S-R33E				

Ascent's records indicate that Mr. Phillip White ("White") owns a 12.48 % working interest in the associated Silver Wells. White's estimated collective costs associated with the Silver Wells are approximately \$2,943,754.

Ascent reserves the right to modify the locations and drilling plans described above in order to address topography, cultural or environmental concerns, among other reasons. Ascent will advise you of any such modifications.

8/6/20
left message for Lee Zink
offered lease for \$400,000
and 12.5% ORRI



8/12
left message stating I
would join the 503
well if force pooled
Zink called back
told him I would not
sign an op. agmt.

EXHIBIT

tabbles

1

July 28, 2020
Page 2 of 3

In addition, Ascent proposes the Operation under the terms of a modified 2015 Horizontal AAPL Form 610 Operating Agreement ("OA") with the following basic terms.

- Contract Area:
Township 20 South, Range 33 East
Sec. 4: Lot 3, SENW, E2SW
Sec. 9: E2W2
- Ascent named as Operator
- 100%/300%/300% non-consent penalties
- \$8,000.00/\$800.00 drilling and producing overhead rates

Please indicate your election in the Operation and return a signed copy within thirty (30) days of receipt of this notice to Ascent. If White is interested in selling its interest in the Contract Area, please contact the undersigned at your earliest convenience.

Ascent looks forward to working with White on this matter and may file for compulsory pooling in the near future to pool any uncommitted working interest owners. If you have any questions or concerns, please do not hesitate to contact the undersigned at (720) 710-8923 or lzink@ascentenergy.us.

Very Truly Yours,



Lee Zink
Vice President of Land
Ascent Energy, LLC
1125 17th Street, Suite 410
Denver, CO 80202

Enclosure(s): Silver Fed Com #503H AFE
Silver Fed Com #602H AFE
Silver Fed Com #702H AFE

July 28, 2020
Page 3 of 3

Well Election(s)

_____ White hereby elects to participate in the proposed Silver Fed Com #503H Operation by paying its proportionate share of the costs outlined on the associated AFE.

_____ White hereby elects not to participate in the proposed Silver Fed Com #503H Operation.

_____ White hereby elects to participate in the proposed Silver Fed Com #602H Operation by paying its proportionate share of the costs outlined on the associated AFE.

_____ White hereby elects not to participate in the proposed Silver Fed Com #602H Operation.

_____ White hereby elects to participate in the proposed Silver Fed Com #702H Operation by paying its proportionate share of the costs outlined on the associated AFE.

_____ White hereby elects not to participate in the proposed Silver Fed Com #702H Operation.

Working Interest Owner:

Phillip White

By: _____

Title: _____

Date: _____

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

Run Date/Time: 1/5/2021 13:34 PM

Page 1 Of 2

01 12-22-1987;101STAT1330;30USC181 ET SEQ

Total Acres:
160.000

Serial Number
NMNM 139848

Case Type312021: O&G LSE COMP PD -1987

Commodity 459: OIL & GAS

Case Disposition: AUTHORIZED

Case File Juris:

Serial Number: NMNM-- 139848

Name & Address

Int Rel

% Interest

CHISHOLM ENERGY OPERATING LLC	801 CHERRY ST STE 1200	FORT WORTH	TX	761026825	LESSEE	100.000000000
-------------------------------	------------------------	------------	----	-----------	--------	---------------

Serial Number: NMNM-- 139848

Mer	Twp	Rng	Sec	SType	Nr	Suff	Subdivision	District/ Field Office	County	Mgmt Agency
23	0190S	0330E	033	ALIQ			SE;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands

Serial Number: NMNM-- 139848

Serial Number: NMNM-- 139848

Act Date	Act Code	Action Txt	Action Remarks	Pending Off
02/11/2019	387	CASE ESTABLISHED	201903005;	
02/20/2019	299	PROTEST FILED	INDIV ET AL	
02/20/2019	299	PROTEST FILED	PUEBLO ACTION ALLIANC	
02/20/2019	299	PROTEST FILED	SAN JUAN CIT ALLIANC	
02/20/2019	299	PROTEST FILED	SIERRA CLUB	
02/20/2019	299	PROTEST FILED	TAOS UNITED COM	
02/20/2019	299	PROTEST FILED	TEWA WOMEN UNITED	
02/20/2019	299	PROTEST FILED	WILDEARTH GUARDIANS	
02/20/2019	299	PROTEST FILED	NM WILDERNESS ALLIANC	
02/20/2019	299	PROTEST FILED	THE WILDERNESS SOCIET	
03/28/2019	191	SALE HELD		
03/28/2019	267	BID RECEIVED	\$2251680.00;	
12/30/2019	237	LEASE ISSUED		
12/30/2019	298	PROTEST DISMISSED	INDIV ET AL	
12/30/2019	298	PROTEST DISMISSED	PUEBLO ACTION ALLIANC	
12/30/2019	298	PROTEST DISMISSED	SAN JUAN CIT ALLIANC	
12/30/2019	298	PROTEST DISMISSED	SIERRA CLUB	
12/30/2019	298	PROTEST DISMISSED	TAOS UNITED COM	
12/30/2019	298	PROTEST DISMISSED	TEWA WOMEN UNITED	
12/30/2019	298	PROTEST DISMISSED	WILDEARTH GUARDIANS	
12/30/2019	298	PROTEST DISMISSED	NM WILDERNESS ALLIANC	

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY B



DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(MASS) Serial Register Page

Run Date/Time: 1/5/2021 13:34 PM

Page 2 Of 2

Serial Number: NMNM-- 139848

Act Date	Act Code	Action Txt	Action Remarks	Pending Off
12/30/2019	298	PROTEST DISMISSED	THE WILDERNESS SOCIET	
01/01/2020	496	FUND CODE	05;145003	
01/01/2020	530	RLTY RATE - 12 1/2%		
01/01/2020	868	EFFECTIVE DATE		
12/31/2029	763	EXPIRES		

Line Number	Remark Text	Serial Number: NMNM-- 139848
0001	-	
0002	STIPULATIONS ATTACHED TO LEASE	
0003	SENM-S-19 PLAYAS AND ALKALI LAKES	
0004	SENM-S-22 PRAIRIE CHICKENS	
0005	SENM-LN-6 POTASH AREA	
0006	SENM-S-1 POTASH	
0007	WO-NHPA CULTURAL RESOURCES AND TRIBAL CONSULTATION	
0008	WO-ESA-7 ENDANGERED SPECIES	
0009	LEASE NOTATION:	
0010	NOTE: THIS LEASE IS LOCATED WITHIN THE SECRETARY OF	
0011	THE INTERIOR'S DESIGNATED POTASH AREA AND IS SUBJECT	
0012	TO SECRETARIAL ORDER NO 3324 SIGNED DECEMBER 3,2012	
0013	DRILLING AN OIL AND GAS WELL WITHIN THIS LEASE MAY	
0014	RESULT IN UNDUE WASTE OF POTASH DEPOSITS CONTINUE A	
0015	HAZARD TO OR UNDULY INTERFERE WITH MINING OPERATIONS	
0016	BEING CONDUCTED FOR THE EXTRACTION OF POTASH	
0017	DEPOSITS. THEREFORE DRILLING OF AN OIL AND GAS WELL	
0018	FROM A SURFACE LOCATION WITHIN THIS LEASE MAY NOT BE	
0019	ALLOWED AND MAY ONLY BE PERMITTED IF DRILLING OCCURS	
0020	FROM A DRILL ISLAND ALONG THE NORTHERN SECTION LINE	
0021	OF SECTION 33.	
0022	04/09/2020 OR WORKSHEET COMPLETED	



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
New Mexico State Office
301 Dinosaur Trail
Santa Fe, New Mexico 87508
<https://www.blm.gov/new-mexico>



In Reply Refer To:
3108 (9220)
OKNM137103

December 28, 2020

CERTIFIED MAIL – RETURN RECEIPT REQUESTED
7013 1710 0001 6582 5593

DECISION

Philip White
PO Box 25968
Albuquerque, NM 87125

Oil and Gas

Oil and Gas Lease Relinquishment Accepted

Pursuant to section 30(b) of the Mineral Leasing Act of February 25, 1920, 30 U.S.C. 187(b), as amended, the relinquishment of oil and gas lease OKNM137103 in its entirety is accepted effective November 30, 2020.

In accordance with the regulations and the terms of the lease, the relinquishment is subject to the continued obligation of the lessee and surety to make payment of all accrued rentals or royalties and to place all wells on the lands relinquished in condition for suspension by authorized shut-in or abandonment, and to complete reclamation of the leased lands or surface waters adversely affected by lease operations in a timely manner after abandonment or cessation of oil and gas operations on the lease.

The lands embraced by the relinquished lease are:

T. 16 N., R. 23 W., Ellis, Roger Mills Counties OK
Sec. 22: Accretion & Riperian Acreage to Lot 4;
Sec. 26: Accretion & Riperian Acreage to Lots 3 & 5;
Containing 24.86 acres.

If you have any questions, please contact Jordan Yawn at either (505) 954-2138 or email jyawn@blm.gov.

JulieAnn Serrano
Supervisory Land Law Examiner
Branch of Adjudication

EXHIBIT

3

tabbles®

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on counsel of record by electronic mail and a courtesy copy was emailed to the Hearing Officer identified below on January 14, 2021:

James Bruce
P.O. Box 1056
Santa Fe, NM 87504-1056
jamesbruc@aol.com
Counsel for Ascent Energy, LLC

Felicia Orth
Felicia.l.orth@gmail.com
OCD Hearing Officer

By: Deana H. Bennett

TAB B