



# Ohio Department of Natural Resources

MIKE DEWINE, GOVERNOR

MARY MERTZ, DIRECTOR

**Eric Vendel, Chief**

Division of Oil and Gas Resources Management  
2045 Morse Rd, Building F  
Columbus, Ohio 43229  
Phone: (614) 265-6922; Fax: (614) 265-6910

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## **ORDER BY THE CHIEF**

**March 14, 2024**

**ORDER NO. 2024-77**

**TO: Gulfport Appalachia, LLC  
713 Market Drive  
Oklahoma City, OK 73114**

**RE: Application for Unitization  
**Kilburn II Unit**  
Monroe County, Ohio**

**SUBJECT: Order for Unit Operations of the Utica shale and Point Pleasant Formation  
for the Kilburn II Unit**

Pursuant to Ohio Revised Code (“R.C.”) § 1509.28, the Chief of the Division of Oil and Gas Resources Management (“Chief” or “Division”) makes the following Findings and issues the following Order with respect to Gulfport Appalachia, LLC’s (“Gulfport”) Application for Unit Operations for the Kilburn II Unit:

### **DEFINITIONS:**

As used in this order:

- 1) “Person” has the same meaning as in R.C. § 1509.01.
- 2) “Application” means the application of Gulfport Appalachia, LLC for Unit Operation of the Kilburn II Unit signed on November 28, 2023, and includes all updates, amendments, and supplements to it.
- 3) “Royalty interest owner” means a person or the estate of a person, other than a working interest owner, who owns the right to or interest in any portion of the oil and/or gas, or proceeds from the sale thereof, from a tract.

- 4) "Working interest" means an interest in oil and/or gas in the unit area by virtue of a lease, operating agreement, fee title, or otherwise, including a carried interest, the owner of which is obligated to pay, either in cash or out of production or otherwise a portion of the unit expense.
- 5) "Working interest owner" means a person or the estate of a person who owns an interest in oil and/or gas in the unit area by virtue of a lease, operating agreement, fee title, or otherwise, including a carried interest, the owner of which is obligated to pay, either in cash or out of production or otherwise a portion of the unit expense. "Working interest owner" does not include an unleased mineral owner.
- 6) "Unleased mineral owner" means a royalty interest owner who owns oil and/or gas rights free of a lease or other instrument conveying all or any portion of the working interest in such rights to another. At the time of this order, the unleased mineral owners identified by Gulfport include those listed on Exhibit A.
- 7) "Consenting working interest owner" means any working interest owner who enters into an agreement with Gulfport pertaining to the operation of the Kilburn II Unit.
- 8) "Non-consenting working interest owner" means a working interest owner who does not enter into an agreement with Gulfport pertaining to the operation of the Kilburn II Unit. At the time of this order, the non-consenting working interest owners were identified by Gulfport include those listed as leased on Exhibit A with a 0.000% consenting working interest percentage.
- 9) "Gas" has the same meaning as in R.C. § 1509.01.
- 10) "Oil" has the same meaning as in R.C. § 1509.01.
- 11) "Unit Area" means all of the lands, oil and gas leases and/or oil and gas interests of the tracts as shown in Exhibit A totaling 846.441 acres located in Center Township and Summit Township, Monroe County, Ohio as shown in Exhibit B.
- 12) "Unit Participation" means the ratio of the surface acreage of a specific tract in the unit area to the total surface acreage of the unit area as that total surface acreage is specified in paragraph one of the Plan for Unit Operations of this order.
- 13) "Gross Proceeds" means a share of the gross production of oil, gas, condensate, and natural gas liquids free of any and all cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, marketing, or pipeline construction and maintenance.
- 14) "Net Proceeds" means the share of gross production of oil, gas, condensate, or natural gas liquids after payment of all costs of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing and taxes.

**BACKGROUND:**

- 1) Gulfport filed the application pursuant to R.C. § 1509.28 to conduct unit operations.
- 2) Pursuant to R.C. § 1509.28, the Division held a hearing on January 17, 2024. The hearing was held to consider the need for the operation as a unit of an entire pool or part thereof. Gulfport representatives provided testimony on the application and answered questions from Division staff.
- 3) The unit operations will occur at an approximate true vertical depth located from the top of the Utica shale to the base of the Point Pleasant Formation.

**FINDINGS:**

- 1) Based on the application and testimony by Gulfport's representatives, the Chief finds that Gulfport has established that it is the "owner," as that term is defined in R.C. § 1509.01(K), of greater than 65% of the land area overlying the pool in the Kilburn II Unit as required by R.C. § 1509.28(A).
- 2) Based on the application and testimony by Gulfport's representatives, the Chief finds that the operation of the Kilburn II Unit is reasonably necessary to increase substantially the ultimate recovery of oil and gas.
- 3) Based on the application and testimony by Gulfport's representatives, the Chief finds the value of the estimated additional recovery of oil or gas from the Kilburn II Unit exceeds the estimated additional cost incident to conducting the operation of the Kilburn II Unit.

**ORDER:**

**IT IS HEREBY ORDERED:**

Pursuant to R.C. § 1509.28, Gulfport is authorized to conduct operations within the Kilburn II Unit in accordance with all of the following:

**Plan for Unit Operations**

- 1) The unit area is comprised of the tracts totaling 846.441 acres located in Center Township, and Summit Township, Monroe County, Ohio as shown in Exhibit B.
- 2) Gulfport proposes to drill one well in the Kilburn II Unit for the purpose of recovering oil and gas. Gulfport shall drill at least one well to total measured depth as specified in the application in the unit area within 12 months from the date of approval of this Order as prescribed in Paragraph 10 of this order. If Gulfport fails to drill at least one well to total

measured depth as specified in the application in the unit area within 12 months from the date of approval of this Order as prescribed in Paragraph 10 of this order, the Chief may revoke this order. In order to achieve the stated goal of substantially increasing the ultimate recovery of oil and gas from the Utica shale and Point Pleasant Formation within the unit area, Gulfport shall produce from one well no later than two years after the date of approval of this order. If Gulfport fails to drill, complete, and produce at least one well in the unit area, the Chief may amend or revoke this order. Any additional wells permitted by the Chief for the Utica shale and Point Pleasant Formation in the unit area are subject to this order.

- 3) Information from Gulfport for the Kilburn II Unit establishes that the Utica shale and Point Pleasant Formation uniformly underlies the unit area. Therefore, the allocated share of production to each tract shall be equal to that tract's unit participation.
- 4) Except as provided in Paragraph 9(d) of this order, all charges and credits made for investments in wells, tanks, pumps, machinery, materials, and equipment contributed to the Kilburn II Unit operations shall be allocated among the working interest owners of each tract based on the unit participation. The proportionate share of the expenses attributable to tracts of the unleased mineral owners shall be allocated to Gulfport and the working interest owners.
- 5) All unit operation expenses, including capital investment, shall be charged to, and paid by, Gulfport and working interest owners in amounts based on the unit participation plus their proportionate share of the expenses attributable to the tracts of unleased mineral owners. All unit operation expenses concerning wells and operating equipment shall be just and reasonable.
- 6) If necessary, Gulfport and the consenting working interest owners shall carry, or otherwise finance, any non-consenting working interest owners who are unable to meet their financial obligations in connection with the unit operations. Gulfport and all other consenting working interest owners' reasonable interest charge for carrying or financing the non-consenting working interest owners shall be determined by the terms of Gulfport's Unit Agreement and Model Form Operating Agreement for the Kilburn II Unit. Once a specific cost is charged to the initial well, that same cost cannot be charged to subsequent wells in the unit area.
- 7) Gulfport shall supervise and conduct all unit operations. Each working interest owner shall have a voting interest equal to its Unit Participation. Approval of unit operations shall be subject to the terms of Gulfport's Unit Agreement and Model Form Operating Agreement for the Kilburn II Unit.

- 8) Unit operations may commence as of 7:00 a.m. on the day following the date of approval of this order as prescribed in Paragraph 10 of this order. Once the initial well is placed into production, operations within the Kilburn II Unit may continue as long as hydrocarbons are produced from any well in the unit area without a cessation of more than 90 days, unless otherwise approved by the Chief in writing or as prescribed in Paragraph 8(a) of this order.
- a) Except as provided otherwise in Paragraph 8(b) of this order, after the initial well is placed into production in the Kilburn II Unit, if Gulfport ceases production of hydrocarbons from all wells in the Kilburn II Unit for more than 90 days, but not more than 260 days, and has never ceased production of hydrocarbons from all wells in the Kilburn II Unit for more than 90 days previously, operations in the Kilburn II Unit may continue so long as Gulfport pays each unleased mineral owner a monthly "delay in production" payment calculated as set forth in Paragraph 8(a)(i) through (iii) of this order until production resumes from at least one well in the Kilburn II Unit:
- i. For each 30-day period, beginning at day 91 and ending on day 180 that Gulfport does not produce hydrocarbons from the Kilburn II Unit, Gulfport shall pay each unleased mineral interest owner a payment in an amount equal to 15% of the average of the payments made to that unleased mineral owner pursuant to Paragraph 9(c) of this order for the three months immediately preceding the date that the production of hydrocarbons ceased in the Kilburn II Unit. These payments are in addition to any payments that may be owed under paragraph 9 of this order.
  - ii. For each 30-day period, beginning on day 181 and ending on day 260 that Gulfport does not produce hydrocarbons from the Kilburn II Unit, Gulfport shall pay each unleased mineral owner a payment in an amount equal to 20% of the average of the payments made to that unleased mineral owner pursuant to Paragraph 9(c) of this order for the three months immediately preceding the date that the production of hydrocarbons ceased in the Kilburn II Unit. These payments are in addition to any payments that may be owed under paragraph 9 of this order.
  - iii. Payments to unleased mineral owners under this Paragraph shall be prorated to account for any changes in ownership of the unleased mineral interest and any resumption of production during a 30-day period.

- b) If Gulfport ceases production of hydrocarbons from all wells in the Kilburn II Unit for more than 360 days, unless otherwise approved by the Chief in writing, the Chief may revoke this Chief's Order.
  - c) The Kilburn II Unit may be terminated if working interest owners owning at least 51% of the working interest in the unit area determine that the unit operations are no longer warranted. If the unit operations are so terminated, Gulfport shall provide written notice of the termination to the Division and to all unleased mineral owners. In addition to the notice of termination, Gulfport shall provide an affidavit to the Division attesting to the basis of the termination and all dates applicable to that basis. If termination of unit operations occurs prior to drilling and completing for production of one well in the Kilburn II Unit, the Chief may amend this order.
- 9) The following additional provisions are found to be appropriate:
- a) No activity associated with the drilling, completion, or operation of the Kilburn II Unit shall be conducted on the surface of any unleased property without the prior written consent of the owner of the surface rights of the unleased property.
  - b) Unleased mineral owners shall not incur liability for any personal or property damage associated with any drilling, testing, completing, producing, operating, or plugging and restoration activities within the Kilburn II Unit.
  - c) Each unleased mineral owner shall receive a monthly cash payment equal to a one-eighth share of the gross proceeds from production. Allocation of the one-eighth share shall be based on the unit participation of each unleased mineral owner's tract. Gulfport shall make monthly cash payments to all unleased mineral owners at the same time the royalty interest owners are paid.
  - d) In addition to the cash payment specified in paragraph 9(c) of this Order, each unleased mineral owner shall receive a monthly cash payment equal to a seven-eighths share of the net proceeds from production. Allocation of the seven-eighths share shall be based on the unit participation of each unleased mineral owner's tract. After Gulfport recovers 200% of the cost of drilling, testing, and completing the initial well, Gulfport shall begin making the monthly payments to the unleased mineral owners for that well. For each additional well drilled in the unit area, Gulfport shall begin making monthly payments equal to seven-eighths share of net proceeds from production to each unleased mineral owner once the working interest owners have recovered 150% of the cost of drilling, testing, and completing each additional well. Once a specific cost is charged to the initial well, that same cost cannot be charged to subsequent wells in the unit area.

- e) Nothing in this order prohibits an unleased mineral owner from entering into a lease agreement with Gulfport or with any other person. An unleased mineral owner who enters into a lease of their mineral interests with any person after the issuance of this order is no longer an unleased mineral owner under this order as of the effective date of the lease. Gulfport shall notify the Division upon the execution of a lease agreement with any unleased mineral owner who is subject to this order.
- f) Except as provided in Paragraph 9(d) of this order, no expenses shall be paid by an unleased mineral owner for drilling, testing, completing, producing, or operating any well in the unit area. Moreover, unleased mineral owners are not responsible for any costs related to plugging any well or any restoration in the unit area.
- g) If requested in writing by any unleased mineral owner or by any non-consenting working interest owner, or in any manner by the Division, Gulfport shall provide, not later than 30 days after the request, any of the following:
  - i. A monthly statement of all costs incurred, together with the quantity of oil and gas produced, and the amount of proceeds realized from the sale of production during the preceding month; and
  - ii. Any authorization for expenditure (AFE) prepared by Gulfport; and
  - iii. A statement of all costs and expenses for purposes of Paragraphs 6, 8(a), and 9(d) of this order.
- h) Gulfport shall notify the Division of the assignment or transfer of any of its working interest in the Kilburn II Unit. If Gulfport assigns or transfers any of its working interest, the assignee or transferee shall comply with this order. Within 60 days of the notice of assignment or transfer, Gulfport shall file a copy of the notice with each applicable county recorder's office in the records of each of the tracts that are subject to this order and referenced in Exhibit B of this order. Gulfport shall submit a certification of the filing to the Division within 14 days of filing.
- i) Gulfport shall notify the Division within 30 days if a person that is leased by Gulfport, or any other consenting working interest owner, for purposes of operating the Kilburn II Unit becomes unleased. If a person becomes unleased, the person is an unleased mineral owner under this order and Paragraphs 8(a) and 9(a) through 9(g) of this order apply.

- j) Gulfport shall notify the Division if any consenting working interest owner revokes, rescinds, or otherwise terminates the agreement with Gulfport pertaining to the operation of the Kilburn II Unit. If a consenting working interest owner revokes, rescinds, or otherwise terminates the agreement with Gulfport, the working interest owner becomes a non-consenting working interest owner pursuant to this order. Gulfport also shall notify the Division if any consenting working interest owner assigns or transfers all or part of its working interest in the Kilburn II Unit. All such assignees or transferees are subject to this order.
  - k) Gulfport shall notify the Division if any non-consenting working interest owner enters into an agreement with Gulfport pertaining to the operation of the Kilburn II Unit. If a non-consenting working interest owner enters into an agreement with Gulfport, the non-consenting working interest owner becomes a consenting working interest owner pursuant to this order.
  - l) If at any point Gulfport and consenting working interest owners own less than 65% of the unit, the Chief may amend or revoke this order.
- 10) This order becomes effective on the date Gulfport provides the Chief with final written approval of the unit operations as prescribed in this order by Gulfport and consenting working interest owners, and also by the royalty interest owners or, with respect to unleased acreage, unleased mineral owners of 65% of the acreage to be included in the unit. Unit operations may commence as set forth in Paragraph 8 of this Order. If Gulfport fails to provide all required approvals by September 14, 2024, the order is revoked, and the Chief shall provide notice of the revocation to Gulfport and to all persons listed in Exhibit A to this order.
  - 11) If this Chief's Order is appealed, the time periods specified in this order are tolled pending final determination of the appeal.
  - 12) Within 21 days of this order becoming effective, Gulfport shall file a copy of this order with each applicable county recorder's office in the records of each of the tracts that are subject to this order and referenced in Exhibit B of this order. Gulfport shall submit a certification of the filing to the Division within 14 days of filing. The certification shall include a reference to the volume and page number corresponding to each record where the Chief's Order is recorded.
  - 13) The Chief of the Division retains continuing jurisdiction over the Kilburn II Unit as is consistent with the Chief's powers and duties as established by R.C. Chapter 1509 and Ohio Admin. Code 1501:9. The Chief reserves the right to amend or revoke this Order subsequent to the commencement of unit operations within the unit area.
  - 14) Except as specifically set forth in the terms of this order, nothing herein shall be construed as a release or waiver of any private right, obligation, duty, claim, or cause of action.



- 15) If there is a conflict between the terms of this Chief's Order and any part of Gulfport's application, the Chief's Order takes precedence.

March 14, 2024

*Eric Vendel*

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Date

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Eric Vendel, Chief  
Division of Oil and Gas Resources Management

Addressee is hereby notified that this action is final and effective and may be appealed pursuant to Section 1509.36 of the Ohio Revised Code. If the Order is appealed to the Ohio Oil and Gas Commission, the appeal must be in writing and must set forth the Orders complained of and the grounds upon which the appeal is based. Such appeal must be filed with the Oil and Gas Commission, 2045 Morse Road, Building E-1, Office 103, Columbus, Ohio 43229-6693, within 30 days after the date upon which the person to whom the Order was issued received the order and, for all other persons adversely affected by the order, within 30 days after the date of the Order.

In addition, within three days after the appeal is filed with the Oil and Gas Commission, notice of the filing must be submitted to Eric Vendel, Chief, Division of Oil and Gas Resources Management, Ohio Department of Natural Resources, 2045 Morse Road, Building F, Columbus, Ohio 43229-6693.

Enclosures: Exhibit A  
Exhibit B

# Kilburn II Unit Chiefs Order Exhibit A

Exhibit A<sup>1</sup>  
All Mineral Owners in the Proposed Kilburn II Unit

Tract Number	Lease ID Number (optional)	Mineral Owner	Leased Yes or No	Decimal Interest in Tract	Surface Acres in Unit (Net)	Tract Participation in Unit (Net)	Tax Map Parcel ID	Township	County	Consenting Working Interest Percentage	Applicant Working Interest Percentage	Amro Resources Corporation Working Interest Percentage	PP & G Oil Co., LLC Working Interest Percentage	Horizon Resources LLC Working Interest Percentage	Transcendent Resources LLC Working Interest Percentage	Address	City	State	Zip	Changes
1	GROR	Frances Evelyn Brooks*	Yes	1.000	0.707	0.0833%	04-029023.0000	Center	Monroe	0.0833%	0.0833%	0.0000%	0.0000%	0.0000%	0.0000%	37114 Butler Ridge Road	Woodfield	OH	43793	None
2	GROR	Francis Terrell Weber	Yes	1.000	3.889	0.400%	04-029022.0000	Center	Monroe	0.4004%	0.400%	0.0000%	0.0000%	0.0000%	0.0000%	PO BOX 135	Smiths	OH	43946	None
3	GROR	Carey N. Bart and James C. Bart, husband and wife, as survivorship tenants	Yes	0.390	13.230	1.7993%	22-006009.0000	Summit	Monroe	1.7993%	1.7993%	0.0000%	0.0000%	0.0000%	0.0000%	205 Saphire Point	Anderson	SC	29626	None
4	GROR	Bronny Minerals, LLC Aunt Thelma E. Fajmon Mary J. Kilburn	Yes	0.610	23.809	2.8128%	22-006009.0000	Summit	Monroe	2.8128%	2.8128%	0.0000%	0.0000%	0.0000%	0.0000%	777 Main Street, Suite 3400	Fairborn	TX	76102	None
5	Non-Consenting Working Interest	Blair Kilburn	Yes	1.000	20.066	2.706%	22-006003.0000	Summit	Monroe	0.0000%	0.0000%	2.706%	0.0000%	0.0000%	0.0000%	35642 Township Road 44	Lewesville	OH	43754	None
6	Non-Consenting Working Interest	Lynn Reusser and Yvonne Reusser, husband and wife, as survivorship tenants	Yes	0.168	0.112	0.0132%	22-006014.0000	Summit	Monroe	0.0000%	0.0000%	0.0132%	0.0000%	0.0000%	0.0000%	104 South Sycamore Street	Woodfield	OH	43793	None
6	Non-Consenting Working Interest	Lynn Jordan Reusser	Yes	0.085	0.057	0.0067%	22-006014.0000	Summit	Monroe	0.0000%	0.0000%	0.0067%	0.0000%	0.0000%	0.0000%	104 South Sycamore Street	Woodfield	OH	43793	None
6	Non-Consenting Working Interest	Nanble Bart	Yes	0.050	0.033	0.0040%	22-006014.0000	Summit	Monroe	0.0000%	0.0000%	0.0040%	0.0000%	0.0000%	0.0000%	104 South Sycamore Street	Woodfield	OH	43793	None
6	Non-Consenting Working Interest	Karen Reusser	Yes	0.138	0.103	0.0124%	22-006014.0000	Summit	Monroe	0.0000%	0.0000%	0.0124%	0.0000%	0.0000%	0.0000%	104 South Sycamore Street	Woodfield	OH	43793	None
6	Non-Consenting Working Interest	Charles L. Brooks	Yes	0.490	0.338	0.0387%	22-006014.0000	Summit	Monroe	0.0000%	0.0000%	0.0387%	0.0000%	0.0000%	0.0000%	104 South Sycamore Street	Woodfield	OH	43793	None
6	Non-Consenting Working Interest	George Reusser	Yes	0.050	0.033	0.0040%	22-006014.0000	Summit	Monroe	0.0000%	0.0000%	0.0040%	0.0000%	0.0000%	0.0000%	104 South Sycamore Street	Woodfield	OH	43793	None
7	GROR	Richard Morse and Marlene Morse (deceased)	Yes**													493 Mainie Dr	Columbus	OH	43238	Undivided lease status
7	GROR	Sharon M. Morse (deceased)	Yes**													905 Mainie Drive	Columbus	OH	43238	Undivided lease status
7	GROR	Timothy R. Morse (deceased)	Yes**													1995 Audubon Avenue	Urbicon	OH	43292	Undivided lease status
7	GROR	Conitia M. Walters (deceased)	Yes**	1.000	2.233	0.2662%	04-029010.1000	Center	Monroe	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	4700 Centre Hill	Columbus	OH	43830	Undivided lease status
8	GROR	Timothy R. Morse (deceased)	Yes**													2166 White Tail Trl	Nabors	OH	43811	Undivided lease status
8	Non-Consenting Working Interest	Donald L. Kilburn and Mary J. Kilburn, husband and wife, as survivorship tenants	Yes	1.000	12.693	1.4996%	22-006002.0000	Summit	Monroe	0.0000%	0.0000%	1.4996%	0.0000%	0.0000%	0.0000%	48176 Stone Road 145	Lewesville	OH	43754	None
9	GROR	John Michael Neidhart and Barbara Beck Neidhart, husband and wife, as survivorship tenants	Yes	1.000	3.740	0.4419%	22-006012.0000	Summit	Monroe	0.4419%	0.4419%	0.0000%	0.0000%	0.0000%	0.0000%	33991 Township Road 67	Abcon	OH	44333	None
10	GROR	Ray L. Weber and Patricia F. Weber, as joint tenants with rights of survivorship	Yes	1.000	0.282	0.0333%	04-005003.0000	Center	Monroe	0.0333%	0.0333%	0.0000%	0.0000%	0.0000%	0.0000%	4824 Stoneledge Rd	Abcon	OH	44333	None
11	Non-Consenting Working Interest	Charles L. Brooks	Yes	1.000	65.542	7.7432%	22-006005.0000	Summit	Monroe	0.0000%	0.0000%	7.7432%	0.0000%	0.0000%	0.0000%	204 Center Street	Woodfield	OH	43793	None
12	Non-Consenting Working Interest	Lynn G. Reusser and Yvonne Reusser, husband and wife, as survivorship tenants	Yes	1.000	54.645	6.4539%	04-018006.0000	Center	Monroe	0.0000%	0.0000%	6.4539%	0.0000%	0.0000%	0.0000%	104 South Sycamore Street	Woodfield	OH	43973	None
13	Consenting Working Interest	Hermon Reusser III LLC	Yes	0.500	5.238	0.6359%	04-029014.0000	Center	Monroe	0.6350%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	580 Mosser Ridge Road	Woodfield	OH	43793	None
13	Consenting Working Interest	Alan Reusser, Jr. Deceased	Yes	0.250	2.764	0.3262%	04-029014.0000	Center	Monroe	0.3265%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	600 Mosser Ridge Road	Woodfield	OH	43793	None
13	Consenting Working Interest	Lynn M. Ludlow*	Yes	0.125	1.382	0.1633%	04-029014.0000	Center	Monroe	0.1633%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	42333 SR 800	Woodfield	OH	43793	None
13	Consenting Working Interest	Brid A. Ludlow*	Yes	0.125	1.382	0.1633%	04-029014.0000	Center	Monroe	0.1633%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	42356 Plumrose Road	Woodfield	OH	43793	None
14	GROR/Non-Consenting Working Interest	Teresa C. Cook*	Yes	1.000	9.140	1.0798%	04-018012.0000	Center	Monroe	0.0000%	0.0000%	1.0798%	0.0000%	0.0000%	0.0000%	34872 Township Road 42	Woodfield	OH	43793	Split, Cuts to Sycamore Consenting Working Interest and Non-Consenting Working Interest.
15	GROR	Carey G. Bart and Noble M. Bart, husband and wife, as survivorship tenants	Yes	1.000	0.258	0.0305%	22-007003.0000	Summit	Monroe	0.0305%	0.0305%	0.0000%	0.0000%	0.0000%	0.0000%	47820 Township Road 48	Lewesville	OH	43754	None
16	GROR	Kenneth Cooper and Karen Cooper, husband and wife, as survivorship tenants	Yes	1.000	45.164	5.3358%	22-007022.0000	Summit	Monroe	5.3358%	5.3358%	0.0000%	0.0000%	0.0000%	0.0000%	104 South Sycamore Street	Woodfield	OH	43973	None
17	GROR	Gary Czesniak	Yes	0.112	0.808	0.1072%	04-019004.0000	Center	Monroe	0.1072%	0.1072%	0.0000%	0.0000%	0.0000%	0.0000%	4076 Mainduster Road	North Lawrence	OH	44666	None
17	GROR	Viv Royalty LP*	Yes	0.888	7.196	0.8502%	04-019004.0000	Center	Monroe	0.8502%	0.8502%	0.0000%	0.0000%	0.0000%	0.0000%	600 Travis Street, Suite 730	Hudson	TX	77002	None
18	GROR	Richard Subberger and Karen Subberger, husband and wife, as survivorship tenants	Yes	1.000	0.203	0.0240%	04-019036.0000	Center	Monroe	0.0240%	0.0240%	0.0000%	0.0000%	0.0000%	0.0000%	36657 State Route 78	Woodfield	OH	43793	None
19	GROR	Kenneth Cooper and Karen Cooper, husband and wife, as survivorship tenants	Yes	1.000	18.271	2.1586%	22-007005.0000	Summit	Monroe	2.1586%	2.1586%	0.0000%	0.0000%	0.0000%	0.0000%	832 Eastern Avenue	Woodfield	OH	43793	None
20	GROR	Lynn G. Reusser and Yvonne Reusser, husband and wife, as survivorship tenants	Yes	0.500	1.645	0.1943%	22-007021.0000	Summit	Monroe	0.1943%	0.1943%	0.0000%	0.0000%	0.0000%	0.0000%	Patrol Road	Lewesville	OH	43754	None
20	GROR	Richard Subberger and Karen Subberger, husband and wife, as survivorship tenants	Yes	0.500	1.645	0.1943%	22-007021.0000	Summit	Monroe	0.1943%	0.1943%	0.0000%	0.0000%	0.0000%	0.0000%	239 W. South Street	Washington	OH	43085	None
21	GROR	Richard Subberger and Karen Subberger, husband and wife, as survivorship tenants	Yes	1.000	0.611	0.0722%	04-019012.0000	Center	Monroe	0.0722%	0.0722%	0.0000%	0.0000%	0.0000%	0.0000%	50657 State Route 78	Woodfield	OH	43793	None
22	GROR	Lynn Reusser and Yvonne Reusser, husband and wife, as survivorship tenants	Yes	1.000	2.922	0.3452%	22-007019.0000	Summit	Monroe	0.3452%	0.3452%	0.0000%	0.0000%	0.0000%	0.0000%	36713 State Route 78	Woodfield	OH	43793	None
23	GROR	Lynn Reusser	Yes	0.400	25.622	3.0270%	04-018008.0000	Center	Monroe	3.0270%	3.0270%	0.0000%	0.0000%	0.0000%	0.0000%	47443 Patrol Road	Woodfield	OH	43793	None
24	Undivided Mineral Interest	The Heirs of Lewis D. Weber, deceased	No	0.200	12.811	1.5135%	04-018008.0000	Center	Monroe	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	Unknown	Unknown	Unknown	Unknown	None
24	Undivided Mineral Interest	The Heirs of Alice Jack, deceased	No	0.200	12.811	1.5135%	04-018008.0000	Center	Monroe	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	Unknown	Unknown	Unknown	Unknown	None
25	GROR	Lynn G. Reusser and Yvonne Reusser, husband and wife, as survivorship tenants	Yes	1.000	26.147	3.0891%	04-018011.0000	Center	Monroe	3.0891%	3.0891%	0.0000%	0.0000%	0.0000%	0.0000%	Rear Patrol Road	Woodfield	OH	43793	None
26	GROR	Sammy Aky and June A. Aky, husband and wife, as survivorship tenants	Yes	1.000	21.871	2.5839%	04-018002.0000	Center	Monroe	2.5839%	2.5839%	0.0000%	0.0000%	0.0000%	0.0000%	46763 Township Road 45A	Lewesville	OH	43754	None
27	GROR	Michael L. Hoque	Yes	0.333	0.012	0.0014%	04-019017.0000	Center	Monroe	0.0014%	0.0014%	0.0000%	0.0000%	0.0000%	0.0000%	46867 Yoho Road	Woodfield	OH	43793	None
27	GROR	Alan Shupe Hoque	Yes	0.333	0.012	0.0014%	04-019017.0000	Center	Monroe	0.0014%	0.0014%	0.0000%	0.0000%	0.0000%	0.0000%	46867 Yoho Road	Woodfield	OH	43793	None
28	GROR	Michael L. Hoque	Yes	0.333	0.012	0.0014%	04-019017.0000	Center	Monroe	0.0014%	0.0014%	0.0000%	0.0000%	0.0000%	0.0000%	46867 Yoho Road	Woodfield	OH	43793	None
28	GROR	Alan Shupe Hoque	Yes	0.333	0.012	0.0014%	04-019017.0000	Center	Monroe	0.0014%	0.0014%	0.0000%	0.0000%	0.0000%	0.0000%	46867 Yoho Road	Woodfield	OH	43793	None
28	GROR	Michael L. Hoque	Yes	0.333	0.012	0.0014%	04-019017.0000	Center	Monroe	0.0014%	0.0014%	0.0000%	0.0000%	0.0000%	0.0000%	46867 Yoho Road	Woodfield	OH	43793	None
28	GROR	Alan Shupe Hoque	Yes	0.333	0.012	0.0014%	04-019017.0000	Center	Monroe	0.0014%	0.0014%	0.0000%	0.0000%	0.0000%	0.0000%	46867 Yoho Road	Woodfield	OH	43793	None
28	GROR	Michael L. Hoque	Yes	0.333	0.012	0.0014%	04-019017.0000	Center	Monroe	0.0014%	0.0014%	0.0000%	0.0000%	0.0000%	0.0000%	46867 Yoho Road	Woodfield	OH	43793	None
28	GROR	Alan Shupe Hoque	Yes	0.333	0.012	0.0014%	04-019017.0000	Center	Monroe	0.0014%	0.0014%	0.0000%	0.0000%	0.0000%	0.0000%	46867 Yoho Road	Woodfield	OH	43793	None



68	GPOK		Steven W. Luess	Yes	0.050	0.133	0.0157%	04-029024.0000	Center	Manroe	0.0157%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	36006 Barber Ridge Road	Woodfield	OH	43793	None
68	GPOK		Kimberly Lucas	Yes	0.050	0.133	0.0157%	04-029024.0000	Center	Manroe	0.0157%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	37466 Barber Ridge Road	Woodfield	OH	43793	None
69	Consenting Working Interest		Golden Eagle Resources LLC, LLC Attn: Michael Faust	Yes	1,000	7,000	0.8270%	04-029003.0000	Center	Manroe	0.8270%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	0.8270%	1801 Smith Street, Suite 2000	Houston	TX	77002	None
70	Unleased Mineral Interest		The Heirs of Frank Hines, deceased	No	1,000	1,540	0.1819%	04-029009.0000	Center	Manroe	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	Unknown	Unknown	Unknown	Unknown	None
					<b>Total UMI Acres:</b>	<b>846,441</b>	<b>100.0000%</b>			<b>Total:</b>	<b>72,919%</b>	<b>70.7860%</b>	<b>19.8371%</b>	<b>0.2333%</b>	<b>1.3061%</b>	<b>0.8270%</b>						
				<b>Total Leased Acres:</b>		<b>617,217</b>																

<sup>1</sup> This Exhibit A is also referred to as Exhibit A.2 in the Unit Operating Agreement submitted by Galiford Appalachia, LLC as part of its application.

<sup>2</sup> Lease contains a non-conforming pooling provision.

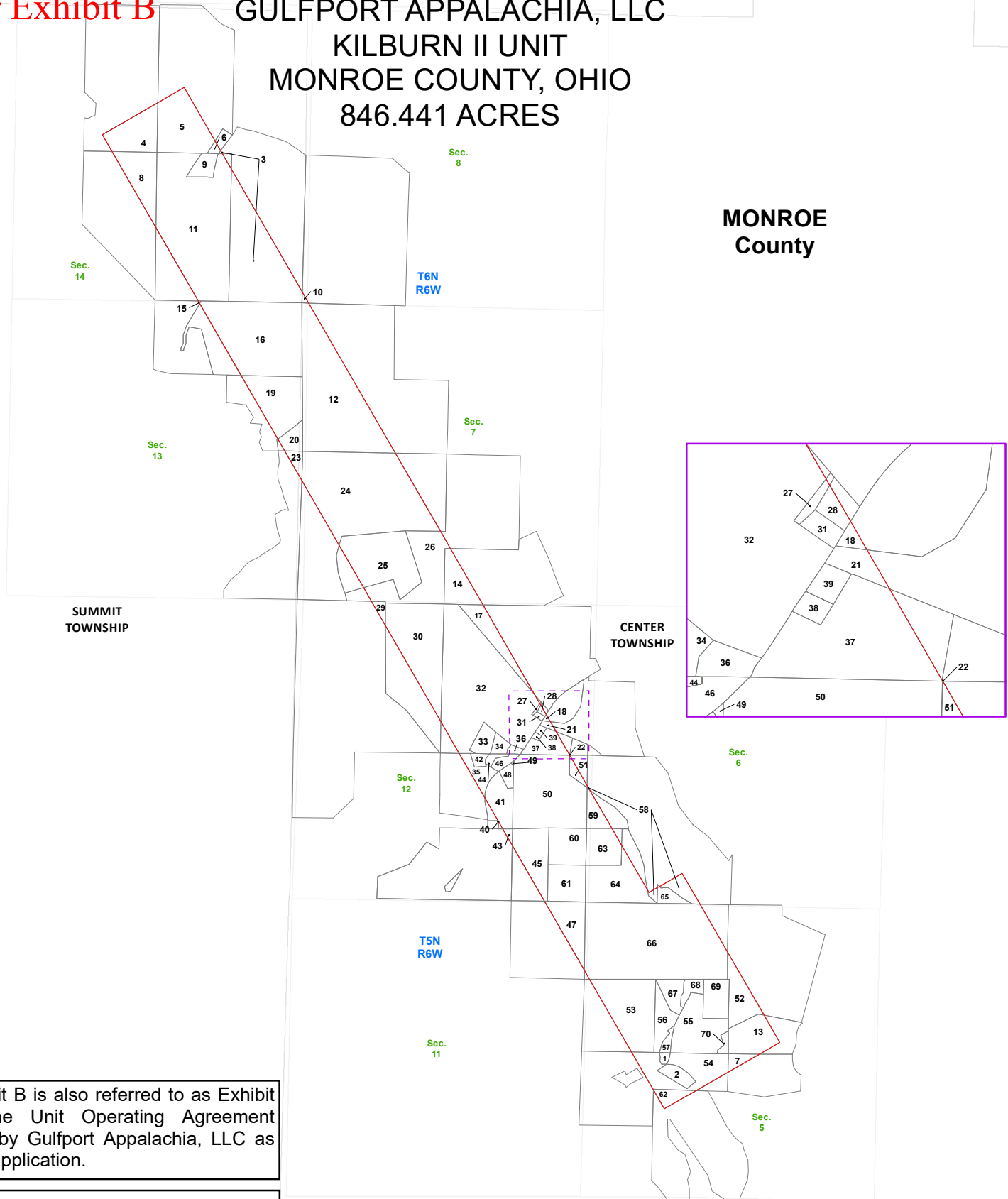
\*\* While Galiford Appalachia, LLC has entered into oil and gas leases with the Heirs and four of the five remaindermen credited with an interest in Tract 7, Tract 7 is still being reflected as unleased due to uncertainty regarding the current ownership of the remainder interest previously owned by Andrew N. Moore.

END OF EXHIBIT A

Revised 2/20/2024

**Kilburn II Unit Chief's  
Order Exhibit B**

**EXHIBIT B**  
**GULFPORT APPALACHIA, LLC**  
**KILBURN II UNIT**  
**MONROE COUNTY, OHIO**  
**846.441 ACRES**




This Exhibit B is also referred to as Exhibit A-1 in the Unit Operating Agreement submitted by Gulfport Appalachia, LLC as part of its application.

 UNIT BOUNDARY - 846.441 ACRES



KILBURN II  
CENTER & SUMMIT TOWNSHIPS  
MONROE COUNTY, OHIO

1 in = 2,450 ft  
400' 

Last Updated: November 15, 2023  
Version 1

## Master Table of Tracts

MAP ID	TAX PARCEL NUMBER	ACRES
1	04-029023.0000	0.707
2	04-029022.0000	3.389
3	22-006009.0000	39.039
4	22-006008.0000	13.028
5	22-006003.0000	20.066
6	22-006014.0000	0.669
7	04-029010.1000	2.253
8	22-006002.0000	12.693
9	22-006012.0000	3.740
10	04-005003.0000	0.282
11	22-006005.0000	65.542
12	04-018006.0000	54.645
13	04-029014.0000	11.055
14	04-018012.0000	9.140
15	22-007003.0000	0.258
16	22-007022.0000	45.164
17	04-019004.0000	8.104
18	04-019036.0000	0.203
19	22-007005.0000	18.271
20	22-007021.0000	3.290
21	04-019012.0000	0.611
22	04-019026.0000	0.001
23	22-007019.0000	2.922
24	04-018008.0000	64.054
25	04-018011.0000	26.147
26	04-018002.0000	21.871
27	04-019017.0000	0.035
28	04-019013.0000	0.351
29	04-019001.0000	1.109
30	04-019003.0000	30.629
31	04-019015.0000	0.430
32	04-019041.0000	67.800
33	04-019011.0000	4.000
34	04-019018.0000	1.560
35	04-019006.0000	4.155
36	04-019010.0000	0.620
37	04-019040.0000	5.680

MAP ID	TAX PARCEL NUMBER	ACRES
38	04-019024.0000	0.230
39	04-019014.0000	0.550
40	04-019016.0000	0.003
41	04-019032.0000	7.838
42	04-019029.0000	1.390
43	04-019002.0000	0.589
44	04-019025.0000	1.003
45	04-019006.1000	13.101
46	04-019021.0000	1.839
47	04-030001.0000	7.933
48	04-019022.0000	1.784
49	04-019042.0000	0.060
50	04-019009.0000	35.584
51	04-019027.0000	1.474
52	04-029005.0000	9.732
53	04-029006.0000	23.199
54	04-029001.0000	17.833
55	04-029033.0000	16.883
56	04-029002.0000	8.228
57	04-029011.0000	1.350
58	04-020042.0000	4.981
59	04-020044.0000	4.043
60	04-019038.0000	10.404
61	04-019039.0000	10.257
62	04-029016.0000	3.199
63	04-020013.0000	9.122
64	04-020043.0000	17.054
65	04-020003.0000	1.975
66	04-029020.0000	75.401
67	04-029025.0000	4.695
68	04-029024.0000	2.654
69	04-029003.0000	7.000
70	04-029009.0000	1.540

