



FORM IV-2 (Obverse) (12-81)

Date: July 7 , 19 82

Operator's Well No. Wriston #2

API Well No. 47 067 0595

State County Permit

STATE OF WEST VIRGINIA
DEPARTMENT OF MINES, OIL AND GAS DIVISION
OIL AND GAS WELL PERMIT APPLICATION

WELL TYPE: Oil / Gas X /
(If "Gas", Production X / Underground storage / Deep / Shallow X /)

LOCATION: Elevation: 751' Watershed: Twenty-mile Creek
District: Jefferson County: Nicholas Quadrangle: Bentree

WELL OPERATOR D. C. Malcolm, Inc. DESIGNATED AGENT D. C. Malcolm
Address 1006 Commerce Square Address 1006 Commerce Square
Charleston, W. Va. 25301 Charleston, W. Va. 25301

OIL & GAS ROYALTY OWNER Danny W. Wriston, et ux COAL OPERATOR Not Operated
Address Box 18, Vaughn Route Address
Belva, W. Va.

ACREAGE 4
SURFACE OWNER Danny Wriston, et ux COAL OWNER(S) WITH DECLARATION ON RECORD:
Name Danny Wriston, et ux
Address Box 18, Vaughn Route
Belva, W. Va.

ACREAGE 4
FIELD SALE (IF MADE) TO:
Address

OIL & GAS INSPECTOR TO BE NOTIFIED
Name
Address

The undersigned well operator is entitled to operate for oil or gas purposes at the above location under a deed / lease X other contract / dated Sept. 27 , 19 82 , to the undersigned well operator from Danny W. Wriston, et ux

(IF said deed, lease, or other contract has been recorded):
Recorded on , 19 , in the office of the Clerk of the County Commission of County, West Va. , in Book at page . A permit is requested as follows:

PROPOSED WORK: Drill X / Drill deeper / Redrill / Fracture or stimulate / Plug off old formation / Perforate new formation / Other physical change in well (specify)

 —planned as shown on the work order on the reverse side hereof.

The above named coal operator, coal owner(s), and coal lessee are hereby notified that any objection they wish to make or are required to make by Code §22-4-3 must be filed with the Department of Mines within fifteen (15) days after the receipt of this Application by the Department.
Copies of this Permit Application and the enclosed plat and reclamation plan have been mailed by registered mail or delivered by hand to the above named coal operator, coal owner(s), and coal lessee on or before the day of the mailing or delivery of this Permit Application to the Department of Mines at Charleston, West Virginia.

PLEASE SUBMIT COPIES OF ALL GEOPHYSICAL LOGS DIRECTLY TO:
WEST VIRGINIA OIL AND GAS CONSERVATION COMMISSION
1615 WASHINGTON STREET EAST CHARLESTON, WV 25311
TELEPHONE: (304) 348-3092

RECEIVED
JUL 20 1982
OIL & GAS DIVISION
DEPT. OF MINES
BLANKET BOND

11/17/2023
D. C. Malcolm, Inc.
Well Operator
By [Signature]
Its President

PROPOSED WORK ORDER

THIS IS AN ESTIMATE ONLY:
ACTUAL INFORMATION MUST BE SUBMITTED ON FORM IV-35 UPON COMPLETION

DRILLING CONTRACTOR (IF KNOWN) _____
Address _____

GEOLOGICAL TARGET FORMATION, Injun

Estimated depth of completed well, 1800 feet Rotary X / Cable tools _____ /

Approximate water strata depths: Fresh, 60 feet; salt, 600 feet.

Approximate coal seam depths: _____ Is coal being mined in the area? Yes _____ / No X /

CASING AND TUBING PROGRAM

CASING OR TUBING TYPE	SPECIFICATIONS			FOOTAGE INTERVALS		CEMENT FILL-UP OR SACKS (Cubic feet)	PACKERS	
	Size	Grade	Weight per ft	New	Used			For drilling
Conductor							Kinds	
Fresh Water	9 5/8"			X		250'	250'	surface
Coal								Sizes
Intermediate	7"		17#	X		1550'	1550'	300'
Production	4 1/2"		10.6	X		1800'	1800'	300'
Tubing								
Liners								Perforations:
								Top Bottom

NOTE: Regulation 7.02 of the Department of Mines provides that the original and four copies of Form IV-2 must be filed with the Department, accompanied by (i) a plat in the form prescribed by Regulation 11, (ii) a bond in one of the forms prescribed by Regulation 12, or in lieu thereof the other security allowed by Code § 22-4-2, (iii) Form IV-9, "Reclamation Plan", applicable to the reclamation required by Code § 22-4-12b and Regulation 23, (iv) unless previously paid on the same well, the fee required by Code § 22-4-12a, and (v) if applicable, the consent required by Code § 22-4-8a from the owner of any water well or dwelling within 200 feet of the proposed well.

A separate Form IV-2 shall not be required for fracturing or stimulating a well where fracturing or stimulating is to be part of the work for which a permit is sought and is noted as such on the Form IV-2 filed in connection therewith.

THIS PERMIT MUST BE POSTED AT THE WELL SITE.
ALL PROVISIONS BEING IN ACCORDANCE WITH CHAPTER 22,
ARTICLE 4 OF THE W. VA. CODE, THE LOCATION IS HEREBY
APPROVED FOR drilling. THIS PERMIT SHALL EXPIRE
IF OPERATIONS HAVE NOT COMMENCED BY 3-23-83.

BY [Signature]

The following waiver must be completed by the coal operator and by any coal owner or coal lessee who has recorded a declaration under Code 22-4-20, if the permit is to be issued within fifteen (15) days of receipt thereof.

WAIVER

The undersigned coal operator _____ / owner X / lessee _____ / of the coal under this well location has examined this proposed well location. If a mine map exists which covers the area of the well location, the well location has been added to the mine map. The undersigned has no objection to the work proposed to be done at this location, provided, the well operator has complied with all applicable requirements of the West Virginia Code and the governing regulations.

Danny W. Winston

Date: _____, 19 _____

By _____

Its _____



IV-9
(Rev 8-81)

DATE July 7, 1982

WELL NO. Wriston #2

State of West Virginia

API NO. 47-067-0595

Department of Mines
Oil and Gas Division

CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME D. C. Malcolm, Inc.
Address 1006 Commerce Square
Telephone 343-9593

DESIGNATED AGENT D. C. Malcolm
Address 1006 Commerce Square
Telephone 343-9593

LANDOWNER _____

SOIL CONS. DISTRICT Elk

Revegetation to be carried out by D.C. Malcolm (Agent)

This plan has been reviewed by ELK SCD. All corrections and additions become a part of this plan: 7-16-82 (Date)

James Bailey
(SCD Agent)

ACCESS ROAD

LOCATION

Structure _____ (A)
Spacing _____
Page Ref. Manual _____

Structure _____ (1)
Material _____
Page Ref. Manual _____

Structure _____ (B)
Spacing _____
Page Ref. Manual _____

Structure _____ (2)
Material _____
Page Ref. Manual _____

Structure _____ (C)
Spacing _____
Page Ref. Manual _____

Structure _____ (3)
Material _____
Page Ref. Manual _____

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JUL 20 1982

OIL & GAS DIVISION
DEPT. OF MINES

All structures should be inspected regularly and repaired if necessary. All commercial timber is to be cut and stacked and all brush and small timber to be cut and removed from the site before dirt work begins.

REVEGETATION

Treatment Area I

Lime 3 Tons/acre
or correct to pH 6.5
Fertilizer 1000 lbs/acre
(10-20-20 or equivalent)
10-10-10
Mulch Straw 2 Tons/acre
Seed* KY 35 31 35 lbs/acre
Annual Rye 10 lbs/acre
_____ lbs/acre

Treatment Area II

Lime 3 Tons/acre
or correct to pH 6.5
Fertilizer 1000 lbs/acre
(10-20-20 or equivalent)
10-10-10
Mulch Straw 2 Tons/acre
Seed* KY 35 31 35 lbs/acre
Annual Rye 10 lbs/acre
_____ lbs/acre

*Inoculate all legumes such as vetch, trefoil and clovers with the proper bacterium. Inoculate with 3X recommended amount.

PLAN PREPARED BY D. C. Malcolm 11/17/2023


ADDRESS 1006 Commerce Square
Charleston, W. Va. 25301


PHONE NO. 343-9593

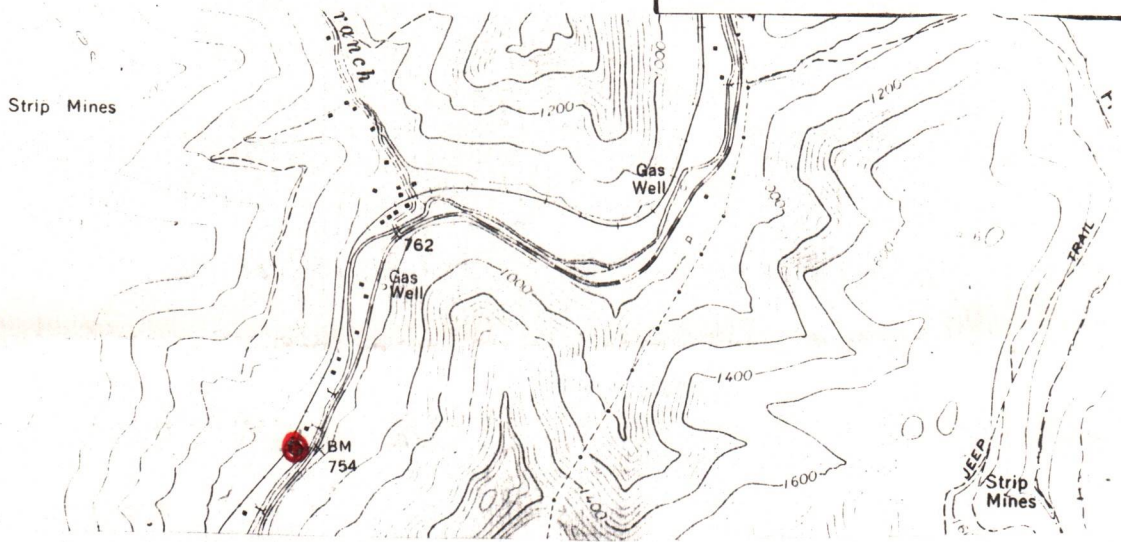
NOTES: Please request landowner's cooperation to protect new seedling for one growing season. Attach separate sheets as necessary for comments.

ATTACH OR PHOTOCOPY SECTION OF INVOLVED TOPOGRAPHIC MAP. QUADRANGLE Bentree

LEGEND

Well Site 







Access Road 









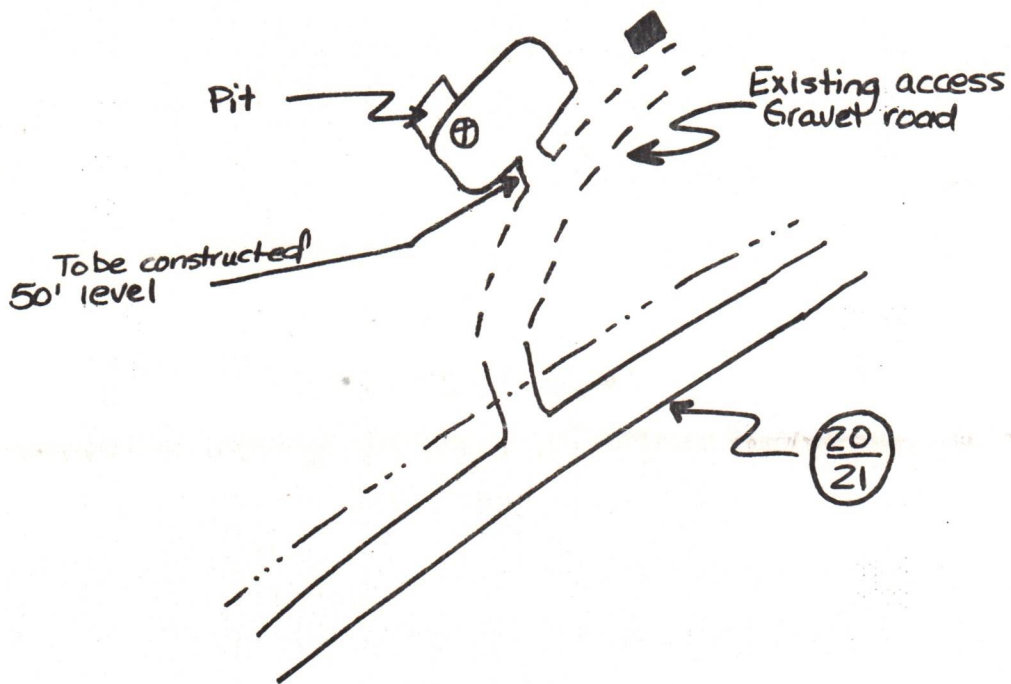
WELL SITE PLAN

Sketch to include well location, existing access road, roads to be constructed, wellsite, drilling pits and necessary structures numbered or lettered to correspond with the first part of this plan. Include all natural drainage.

LEGEND

- Property boundary 
- Road 
- Existing fence 
- Planned fence 
- Stream 
- Open ditch 

- Diversion 
- Spring 
- Wet spot 
- Building 
- Drain pipe 
- Waterway 



11/17/2023



1) Date: June 1, 19 83
2) Operator's Well No. WRiston #2
3) API Well No. 47 067 0595-REN.
State County Permit

DRILLING CONTRACTOR:

STATE OF WEST VIRGINIA
DEPARTMENT OF MINES, OIL AND GAS DIVISION

OIL AND GAS WELL PERMIT APPLICATION

- 4) WELL TYPE: A Oil / Gas / B (If "Gas", Production / Underground storage / Deep / Shallow)
- 5) LOCATION: Elevation: 751 Watershed: Twenty-Mile Creek
District: Jefferson County: Nicholas Quadrangle: Bentree
- 6) WELL OPERATOR D. C. Malcolm, Inc. 11) DESIGNATED AGENT D. C. Malcolm
Address 1006 Commerce Square Address 1006 Commerce Square
Charleston, WV 25301 Charleston, WV 25301
- 7) OIL & GAS ROYALTY OWNER Danny Wriston 12) COAL OPERATOR Not operated
Address Box 18 Vaughn Rt. Address _____
Belva, WV
- 8) SURFACE OWNER Danny Wriston 13) COAL OWNER(S) WITH DECLARATION ON RECORD:
Address SAME Name Danny Wriston
Address SAME
- 9) FIELD SALE (IF MADE) TO:
Address _____
- 10) OIL & GAS INSPECTOR TO BE NOTIFIED Name Craig Duckworth
Address 872-6165
- 14) COAL LESSEE WITH DECLARATION ON RECORD:
Name Not leased
Address _____
- 15) PROPOSED WORK: Drill / Drill deeper / Redrill / Fracture or stimulate
Plug off old formation / Perforate new formation
Other physical change in well (specify) _____
- 16) GEOLOGICAL TARGET FORMATION, Weir
- 17) Estimated depth of completed well, 2000 feet
- 18) Approximate water strata depths: Fresh, 60 feet; salt, 600 feet.
- 19) Approximate coal seam depths: ? Is coal being mined in the area? Yes / No

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JUN 7 8 1983
OIL & GAS DIVISION
DEPT. OF MINES

20) CASING AND TUBING PROGRAM

CASING OR TUBING TYPE	SPECIFICATIONS					FOOTAGE INTERVALS		CEMENT FILL-UP OR SACKS (Cubic feet)	PACKERS
	Size	Grade	Weight per ft.	New	Used	For drilling	Left in well		
Conductor	9 5/8			X		250	250	surface	Kinds <u>by Rule 15-05</u>
Fresh water									Sizes
Coal									
Intermediate	7"		17	X		1550	1550	300'	
Production	4 1/2		10.5	X		2000	2000	500'	Depths set <u>of AS 229</u> <u>by Rule 15-01</u>
Tubing									Perforations:
Liners									Top Bottom

21) EXTRACTION RIGHTS

Check and provide one of the following:
 Included is the lease or leases or other continuing contract or contracts by which I hold the right to extract oil or gas.
 The requirement of Code 22-4-1-(c) (1) through (4). (See reverse side for specifics.)

22) ROYALTY PROVISIONS

Is the right to extract, produce or market the oil or gas based upon a lease or other continuing contract or contracts providing for flat well royalty or any similar provision for compensation to the owner of the oil or gas in place which is not inherently related to the volume of oil or gas so extracted, produced or marketed? Yes No
If the answer above is No, nothing additional is needed. If the answer is Yes, you may use Affidavit Form IV-60.

23) Required Copies (See reverse side.)

24) Copies of this Permit Application and the enclosed plat and reclamation plan have been mailed by registered mail or delivered by hand to the above named coal operator, coal owner(s), and coal lessee on or before the day of the mailing or delivery of this Permit Application to the Department of Mines at Charleston, West Virginia.

Notary: Mary McCrawford
My Commission Expires 2-9-92

Signed: D. C. Malcolm
Its: President

OFFICE USE ONLY

Permit number 47-067-0595-REN. **DRILLING PERMIT** Date July 14 19 83
Date 11/17/2023

This permit covering the well operator and well location shown below is evidence of permission granted to drill in accordance with the pertinent legal requirements subject to the conditions contained herein and on the reverse hereof. **Notification must be given to the District Oil and Gas Inspector. (Refer to No. 10) Prior to the construction of roads, locations and pits for any permitted work.** In addition, the well operator or his contractor shall notify the proper district oil and gas inspector 24 hours before actual permitted work has commenced.)

Permit expires March 14, 1984 unless drilling is commenced prior to that date and prosecuted with due diligence.

Bond: <u>BB</u>	Agent: <u>to</u>	Plat: <u>to</u>	Casing: <u>to</u>	Fee: <u>328</u>
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Michael Jones
Administrator, Office of Oil and Gas

NOTE: Keep one copy of this permit posted at the drilling location.

File

292 - 207

JUL 8 0 1943

DEPT. OF MINES & GEOLOGICAL SURVEY

The following waiver must be completed by the coal operator and by any coal owner or coal lessee who has recorded a declaration under Code 22-4-20, if the permit is to be issued within fifteen (15) days of receipt thereof.

DRILLING PERMIT WAIVER

The undersigned coal operator _____ / owner _____ / lessee _____ of the coal under this well location has examined this proposed well location. If a mine map exists which covers the area of the well location, the well location has been added to the mine map. The undersigned has no objection to the work proposed to be done at this location, provided, the well operator has complied with all applicable requirements of the West Virginia Code and the governing regulations.

11/17/2023

Date: _____, 19____

By _____

Its _____



Mini 595

State of West Virginia
Department of Mines
Oil and Gas Division
Charleston 25305

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JUL 20 1982

OIL & GAS DIVISION
DEPT. OF MINES

Yes ___ / No X / The right to extract, produce or market the oil or gas is based upon a lease or leases or other continuing contract or contracts providing for flat well royalty or any similar provision for compensation to the owner of the oil or gas in place which is not inherently related to the volume of oil and gas so extracted, produced or marketed.

If the answer to this question is yes, you may use this affidavit.

AFFIDAVIT

I, _____ (the above designated owner or operator, or authorized representative thereof), after being duly sworn, do depose and say that the undersigned is authorized by the owner of the working interest in the well to state that it shall tender to the owner of the oil and gas in place not less than one-eighth of the total amount paid to or received by or allowed to the owner of the working interest at the wellhead for the oil or gas so extracted, produced or marketed before deducting the amount to be paid to or set aside for the owner of the oil or gas in place, all such oil or gas to be extracted, produced or marketed from the well

Signed: *J. Malone*

Taken, subscribed and sworn to before me this _____ day of _____, 19__.

Signed: _____

My Commission Expires: _____

11/17/2023



Handwritten notes in red ink, possibly initials or a signature, located in the upper right corner.

RECEIVED
JUL 17 1985

Faint, illegible text, possibly a header or title, located in the upper middle section.

DEPT. OF MINES
OF A GAS DIVISION

Main body of very faint, illegible text, likely the primary content of the document.

Faint, illegible text or stamp located in the lower middle section.

Faint, illegible text or stamp located in the lower middle section.

Faint, illegible text or stamp located in the lower middle section.

7146

AGREEMENT, made and entered into this 2nd day of March, A. D. 1982,
by and between Charles P. Kuntz and Edith K. Kuntz, his
wife

of Swiss, W Va party of the first part, hereinafter called Lessor (whether one or more),
and D.C. Malcolm, Inc. party of the second part, hereinafter called Lessee;

1. WITNESSETH: That the Lessor, in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby grant unto the Lessee all of the oil and gas and all of the constituents of either in and under the land hereinafter described, together with the exclusive right to drill for, produce and market oil and gas and their constituents and of storing gas of any kind in any formation underlying the land, and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water, laying pipe lines, erecting tanks, machinery, powers and structures, and to possess, use, and occupy so much of said premises as is necessary and convenient for said purposes and to convey

the above named products therefrom or thereto by pipe lines or otherwise; said land being situate in Jefferson District, County of Nicholas, State of West Virginia, and described as follows, to-wit: Bounded on the NORTH by lands of C.C. Dickinson, et al, EAST by lands of Flynn Coal and Lumber Co., SOUTH by lands of Galley River, WEST by lands of S. M. Chaig

and containing 3.4 acres, 32.44 acres, 37.34 acres, 25.1 acres, 21.55 (120) acres, more or less. It being the intention to describe herein all of the lands of the lessor located in the Township or District aforesaid.

2. It is agreed that this lease shall remain in force for a term of one years from this date and as long thereafter as operations for oil or gas are being conducted on the premises, or oil or gas is found in paying quantities thereon, or any formation underlying the herein leased land is used for storage of gas as provided under paragraph 7 hereof.

3. The Lessee shall deliver to the credit of the Lessor free of cost, in the pipe line to which he may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, and shall pay Lessor

for all gas produced and sold from the premises, payable quarterly; provided, Lessee shall pay Lessor a royalty at the rate of Fifty Dollars per year on each gas well while, through lack of market, gas therefrom is not sold or used off the premises, and while said royalty is so paid said well shall be held to be a paying well under paragraph 2 hereof.

4. The Lessee shall commence operations for a well on the premises on or before March 2nd, 1982, or pay thereafter a rental of \$120.00 for the 12 months that operations are delayed from the time above mentioned. The consideration first recited herein, the down payment, shall cover not only the privilege granted to the date when first said rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid, and any and all other rights conferred. The drilling of a non-productive well shall be accepted by the Lessor in lieu of delay rental for a period of one year after its completion, and following the exhaustion or abandonment of all wells the Lessee shall have the right for a period of one year to resume the payment of delay rental or commence operations for another well. Upon the resumption of payment of rentals the provisions hereof governing such payment and the effect thereof shall continue in force as though they had not been interrupted.

5. All moneys coming due hereunder shall be paid or tendered to Charles P. Kuntz direct, or by check payable to his (or her) order mailed to Box 396 Swiss, WVA 26690, and no default shall be declared against the Lessee by the Lessor for failure of the Lessee to make any payment or perform any conditions provided for herein unless the Lessee shall refuse or neglect to pay or perform the same for ten days after having received written notice by registered mail from the Lessor of his intention to declare such default.

6. Lessor reserves 200,000 cubic feet of gas per annum for domestic use, to be taken through his own appliances at any producing gas well, and agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessor further covenants and agrees that his taking and use of gas shall be wholly at his own risk, the Lessee not to be held liable for any accident or damage caused thereby, nor shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use.

7. Lessee shall have the right to use any formation underlying the leased premises for the storage of gas and shall have all rights and rights-of-way necessary to store and produce such stored gas. As full payment for such storage rights, the Lessee shall pay to the Lessor a rental at the rate of \$1.00 per acre per year, while the premises are so used, and so long as the storage payment is made, all provisions of this lease shall remain in full effect.

8. Lessor further grants to the Lessee, his heirs and assigns, the right to unitize this lease with other leases to form a drilling unit or units of any size up to 640 acres for development of the area. In the event this lease is so unitized, the Lessor agrees to accept, in lieu of the royalty hereinbefore recited, such proportion of the royalty above provided, as the acreage covered by this lease bears to the total acreage comprising the unit.

9. If said Lessor owns a less interest in the above described land than the undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided fee.

10. No well may be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of Lessor. Lessee shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of Lessor. Lessee shall also have the right at any time to remove all or any part of the machinery, fixtures or structures placed on said premises, including the right to draw and remove casing. Lessee shall pay for damages caused by its operations to growing crops on said lands, and, when requested by Lessor, shall bury its pipe lines below plow depth.

11. The interest or estate of either party hereto may be assigned, the privilege of assigning in whole or in part being expressly allowed. In event this lease shall be assigned as to any part or parts of the above described land and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which the said Lessee or any assignee thereof shall make due payment of said rental. No change of ownership in the land or in the rentals or royalties shall be binding on the Lessee until after notice to the Lessee and it has been furnished with a written transfer or assignment or a certified copy thereof.

12. At any time, Lessee, its successors or assigns, shall have the right to surrender this lease or any part thereof for cancelation, after which all payments and liabilities hereunder thereafter shall cease and determine, and if the whole is surrendered, then this lease shall become absolutely null and void. This surrender may be made to the Lessor, or if more than one Lessor, then to any one of them, or to the heirs or assigns of any one of them by delivery of a duly executed surrender thereof in person or by mail addressed to the post office address of such person, or by recording a duly executed surrender thereof in the Recorder's office of the County in which the land is located.

13. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee at its option may pay, discharge or redeem any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying any royalty or rentals accruing hereunder to the discharge of any such taxes, mortgages or other liens.

14. It is expressly agreed that if the Lessee shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom, then as long as production continues. If after the expiration of the term of this lease production from the leased premises shall cease from any cause, this lease shall not terminate provided Lessee resumes operations within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if production results therefrom, then as long as oil or gas is produced in paying quantities.

Please Return to:
D.C. Malcolm, Inc.
1006 Commerce Sq.
Charleston, W. Va. 25301

11/17/2028

15. This lease embodies the entire contract and agreement between Lessor and Lessee, and no warranties, representations, promises or inducements not herein expressed have been made or relied upon by either party. The terms, conditions and stipulations hereof shall extend to the respective heirs, executors, administrators, successors and assigns of the parties hereto.

Witness the hands and seals of the parties hereto the day and year first above written.

WITNESS:

Charles P. Kuntz (SEAL)
Edith Kuntz (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

1982 MAR 15 11:21 AM
NICHOLAS COUNTY
WEST VIRGINIA

WEST VIRGINIA ACKNOWLEDGMENT

STATE OF WEST VIRGINIA

COUNTY OF Nicholas

To-wit:

I, Dyer B. McCabe, a Notary Public of said County, do hereby certify that Charles P. Kuntz and Edith Kuntz, his wife whose names are signed to the within writing bearing date the 2nd day of March, 1982 haVE this day acknowledged the same before me in my said County.

Given under my hand this 2nd day of March, 1982
Dyer B. McCabe
Statewide Notary Public

My Commission expires October 31, 1989

WEST VIRGINIA ACKNOWLEDGMENT

STATE OF WEST VIRGINIA

COUNTY OF _____

To-wit:

I, _____, a Notary Public of said County, do hereby certify that _____ whose name _____ signed to the within writing bearing date the _____ day of _____, 19____ ha _____ this day acknowledged the same before me in my said County.

Given under my hand this _____ day of _____, 19____.

Notary Public

My Commission expires _____

OHIO ACKNOWLEDGMENT

STATE OF OHIO,

COUNTY OF _____

SS.

Before me, a Notary Public in and for said county, personally appeared the above named _____

_____ who acknowledged that _____ he _____ did sign the foregoing instrument, and that the same is _____ free act and deed. In testimony whereof I have hereunto subscribed my name at _____, this _____ day of _____, 19____.

My Commission expires _____

STATE OF WEST VIRGINIA

Nicholas County Commission Office 3/15/1982

This Oil & Gas lease was this day presented in said office and thereupon together with the certificate thereto annexed is admitted to record.

Teste Tom Blankenship Clerk

RECORDING DATA:

Notary Public

BOOK 054 PAGE 45

County Nicholas State W.Va
Location _____
Acres 120
Date March 2, 1982
D.C. Malcolm, Inc
TO
Charles P. Kuntz, et al

Globe Form 100

Oil and Gas Lease

11/17/2023

9930

mi-595

OIL AND GAS LEASE

BOOK 054 PAGE 510

AGREEMENT made and entered into this 27th day of September A. D. 1981,
by and between DANNY W. WRISTON AND VALERIA L. WRISTON HIS WIFE

of BELVA, W. VA party of the first part, hereinafter called Lessor (whether one or more),
and D.C. MALCOLM INC party of the second part, hereinafter called Lessee;

1. WITNESSETH: That the Lessor, in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby grant unto the Lessee all of the oil and gas and all of the constituents of either in and under the land hereinafter described, together with the exclusive right to drill for, produce and market oil and gas and their constituents and of storing gas of any kind in any formation underlying the land, and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water, laying pipe lines, erecting tanks, machinery, powers and structures, and to possess, use, and occupy so much of said premises as is necessary and convenient for said purposes and to convey

the above named products therefrom or thereto by pipe lines or otherwise; said land being situate in J.P. FERSON District, County of NICHOLAS, State of WEST VIRGINIA, and described as follows, to-wit: Bounded on the

NORTH by lands of EDWARD FOSTER

EAST by lands of FEDERAL COAL CO & JOHN P. FOSTER

SOUTH by lands of BERT L. WRISTON

WEST by lands of FEDERAL COAL CO

and containing FOUR ACRES (4) acres, more or less. It being the intention to describe herein all of the lands of the lessor located in the Township or District aforesaid.

2. It is agreed that this lease shall remain in force for a term of 2 years from this date and as long thereafter as operations for oil or gas are being conducted on the premises, or oil or gas is found in paying quantities thereon, or any formation underlying the herein leased land is used for storage of gas as provided under paragraph 7 hereof.

3. The Lessee shall deliver to the credit of the Lessor free of cost, in the pipe line to which he may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, and shall pay Lessor

HIS SHARE OF 1/8 OF GLE WELL HEAD PRICE
for all gas produced and sold from the premises, payable quarterly; provided, Lessee shall pay Lessor a royalty at the rate of Fifty Dollars per year on each gas well while, through lack of market, gas therefrom is not sold or used off the premises, and while said royalty is so paid said well shall be held to be a paying well under paragraph 2 hereof.

4. The Lessee shall commence operations for a well on the premises on or before 17 NOVEMBER, 1981, or pay thereafter a rental of TWELVE DOLLARS for each 12 months that operations are delayed from the time above mentioned. The consideration first recited herein, the down payment, shall cover not only the privilege granted to the date when first said rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid, and any and all other rights conferred. The drilling of a non-productive well shall be accepted by the Lessor in lieu of delay rental for a period of one year after its completion, and following the exhaustion or abandonment of all wells the Lessee shall have the right for a period of one year to resume the payment of delay rental or commence operations for another well. Upon the resumption of payment of rentals the provisions hereof governing such payment and the effect thereof shall continue in force as though they had not been interrupted.

5. All moneys coming due hereunder shall be paid or tendered to DANNY W. WRISTON BOX 18 direct, or by check payable to his (or her) order mailed to VAUGHN RT. BELVA, W. VA and no default shall be declared against the Lessee by the Lessor for failure of the Lessee to make any payment or perform any conditions provided for herein unless the Lessee shall refuse or neglect to pay or perform the same for ten days after having received written notice by registered mail from the Lessor of his intention to declare such default.

6. Lessor reserves 200,000 cubic feet of gas per annum for domestic use, to be taken through his own appliances at any producing gas well, and agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessor further covenants and agrees that his taking and use of gas shall be wholly at his own risk, the Lessee not to be held liable for any accident or damage caused thereby, nor shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use.

7. Lessee shall have the right to use any formation underlying the leased premises for the storage of gas and shall have all rights and rights-of-way necessary to store and produce such stored gas. As full payment for such storage rights, the Lessee shall pay to the Lessor a rental at the rate of 2.00 per acre per year, while the premises are so used, and so long as the storage payment is made, all provisions of this lease shall remain in full effect.

8. Lessor further grants to the Lessee, his heirs and assigns, the right to unitize this lease with other leases to form a drilling unit or units of any size up to 21 acres for development of the area. In the event this lease is so unitized, the Lessor agrees to accept, in lieu of the royalty hereinbefore recited, such proportion of the royalty above provided, as the acreage covered by this lease bears to the total acreage comprising the unit.

9. If said Lessor owns a less interest in the above described land than the undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided fee.

10. No well may be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of Lessor. Lessee shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of Lessor. Lessee shall also have the right at any time to remove all or any part of the machinery, fixtures or structures placed on said premises, including the right to draw and remove casing. Lessee shall pay for damages caused by its operations to growing crops on said lands, and, when requested by Lessor, shall bury its pipe lines below plow depth.

11. The interest or estate of either party hereto may be assigned, the privilege of assigning in whole or in part being expressly allowed. In event this lease shall be assigned as to any part or parts of the above described land and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which the said Lessee or any assignee thereof shall make due payment of said rental. No change of ownership in the land or in the rentals or royalties shall be binding on the Lessee until after notice to the Lessee and it has been furnished with a written transfer or assignment or a certified copy thereof.

12. At any time, Lessee, its successors or assigns, shall have the right to surrender this lease or any part thereof for cancelation, after which all payments and liabilities hereunder thereafter shall cease and determine, and if the whole is surrendered, then this lease shall become absolutely null and void. This surrender may be made to the Lessor, or if more than one Lessor, then to any one of them, or to the heirs or assigns of any one of them by delivery of a duly executed surrender thereof in person or by mail addressed to the post office address of such person, or by recording a duly executed surrender thereof in the Recorder's office of the County in which the land is located.

13. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee at its option may pay, discharge or redeem any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying any royalty or rentals accruing hereunder to the discharge of any such taxes, mortgages or other liens.

14. It is expressly agreed that if the Lessee shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom, then as long as production continues. If after the expiration of the term of this lease production from the leased premises shall cease from any cause, this lease shall not terminate provided Lessee resumes operations within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if production results therefrom, then as long as oil or gas is produced in paying quantities.

Return to: D.C. Malcolm Inc, 1000 Commerce Square, Charleston, WV 25301

11/17/2023

OIL & GAS DIVISION
DEPT. OF MINES

JUL 20 1982

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11/17/2023

15. This lease embodies the entire contract and agreement between Lessor and Lessee, and no warranties, representations, promises or inducements not herein expressed have been made or relied upon by either party. The terms, conditions and stipulations hereof shall extend to the respective heirs, executors, administrators, successors and assigns of the parties hereto.

Witness the hands and seals of the parties hereto the day and year first above written.

WITNESS:

x Danny W. Wriston (SEAL)
x Valeria Wriston (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WEST VIRGINIA ACKNOWLEDGMENT

STATE OF WEST VIRGINIA

COUNTY OF NICHOLAS

To-wit:

I, OKEY M. SIMMS, a Notary Public of said County, do hereby certify that DANNY W. WRISTON AND VALERIA L. WRISTON HIS WIFE whose names ARE signed to the within writing bearing date the 27TH day of SEPT, 1981 ha 5 this day acknowledged the same before me in my said County.

Given under my hand this 27TH day of SEPTEMBER, 1981

x Okey M. Simms
Notary Public

My Commission expires MARCH 10, 1990

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JUL 20 1982
OIL & GAS DIVISION
DEPT. OF MINES

WEST VIRGINIA ACKNOWLEDGMENT

STATE OF WEST VIRGINIA

COUNTY OF _____

To-wit:

I, _____, a Notary Public of said County, do hereby certify that _____ whose name _____ signed to the within writing bearing date the _____ day of _____, 19____ ha _____ this day acknowledged the same before me in my said County.

Given under my hand this _____ day of _____, 19____
Notary Public

My Commission expires _____

BOOK _____
NICHOLAS COUNTY COMM.
JUL 9 1982
PAGE NO. _____
DEPT. OF MINES, CLERK

OHIO ACKNOWLEDGMENT

STATE OF OHIO,

COUNTY OF _____

SS.

Before me, a Notary Public in and for said county, personally appeared the above named _____

_____ who acknowledged that _____ he _____ did sign the foregoing instrument, and that the same is _____ free act and deed. In testimony whereof I have hereunto subscribed my name at _____, this _____ day of _____, 19____.

My Commission expires _____

Notary Public

Prepared by: Okey Simms

STATE OF WEST VIRGINIA

Nicholas County Commission Office 7-9 1982
This Lease was this day presented in said office and thereupon together with the certificate thereto annexed is admitted to record.

Tester Tom Blankenship Clerk

BOOK 054 PAGE 511

Close Printing and Binding Co., Parkersburg, W. Va.

Globe Form 100

Oil and Gas Lease

11/17/2023

Received Of _____

12/17/95
12/17/95
12/17/95
12/17/95
12/17/95
12/17/95
12/17/95

DEPT. OF HEALTH
JUL 11 1995

11/17/2023

11/17/2023



IV-35
(Rev 8-81)

Date October 27, 1983
Operator's
Well No. 2
Farm Danny Wriston
API No. 47 - 067 - 0595

State of West Virginia
Department of Mines
Oil and Gas Division

RECEIVED

NOV 1 - 1983

WELL OPERATOR'S REPORT
OF
DRILLING, FRACTURING AND/OR STIMULATING, OR PHYSICAL CHANGE

WELL TYPE: Oil ___ / Gas X / Liquid Injection ___ / Waste Disposal ___ /
(If "Gas," Production X / Underground Storage ___ / Deep ___ / Shallow X)

OIL & GAS DIVISION

DEPT. OF MINE!

LOCATION: Elevation: 761KB Watershed Twenty Mile Creek
District: Jefferson County Nicholas Quadrangle Bentree

COMPANY D. C. Malcolm, Inc.
ADDRESS 1006 Commerce Sq., Charleston, WV
DESIGNATED AGENT D. C. Malcolm
ADDRESS 1006 Commerce Sq., Charleston, WV
SURFACE OWNER Danny Wriston
ADDRESS Box 18, Vaughn Rt., Belva, WV
MINERAL RIGHTS OWNER Danny Wriston
ADDRESS Box 18, Vaughn R., Belva, WV
OIL AND GAS INSPECTOR FOR THIS WORK Craig Duckworth ADDRESS _____

Casing & Tubing	Used in Drilling	Left in Well	Cement fill up Cu. ft.
Size 20-16 Cond.	20	20	Surf
13-10"	258	258	125 SX
9 5/8			
8 5/8			
7	1576		50SX
5 1/2			
4 1/2	1858	1858	50 SX
3			
2	1753	1753	---
Liners used			

PERMIT ISSUED _____
DRILLING COMMENCED 10-14-83
DRILLING COMPLETED 10-20-83
IF APPLICABLE: PLUGGING OF DRY HOLE ON CONTINUOUS PROGRESSION FROM DRILLING OR REWORKING. VERBAL PERMISSION OBTAINED ON _____

GEOLOGICAL TARGET FORMATION Injun Sand Depth 1740-1760 feet
Depth of completed well 1878 feet Rotary X / Cable Tools _____
Water strata depth: Fresh not reported feet; Salt not reported feet
Coal seam depths: none reported Is coal being mined in the area? no

OPEN FLOW DATA

Producing formation Injun Sandstone Pay zone depth 1740-60 feet
Gas: Initial open flow S/G Mcf/d Oil: Initial open flow _____ Bbl/d
Final open flow 350 Mcf/d Final open flow _____ Bbl/d
Time of open flow between initial and final tests 12 hours
Static rock pressure 400 psig (surface measurement) after 12 hours shut in
(If applicable due to multiple completion--)
Second producing formation _____ Pay zone depth _____ feet
Gas: Initial open flow _____ Mcf/d Oil: Initial open flow _____ Bbl/d
Final open flow _____ Mcf/d Oil: Final open flow _____ Bbl/d
Time of open flow between initial and final tests _____ hours
Static rock pressure _____ psig (surface measurement) after _____ hours shut in

Nich 595

11/17/2023

(Continue on reverse side)

DETAILS OF PERFORATED INTERVALS, FRACTURING OR STIMULATING, PHYSICAL CHANGE, ETC.

Perforated w/18 holes 1744-53

Fractured w/500 gals 15% HCl, 3000 gals 28% HCl, 559 bbls water, 55000#
20/40 sand

WELL LOG

FORMATION	COLOR	HARD OR SOFT	TOP FEET	BOTTOM FEET	REMARKS
					Including indication of all fresh and salt water, coal, oil and gas
Sand & gravel			0	352	
Shale			352	375	
Sand			375	514	
Shale & Sand			514	597	
Sand			597	834	
Sand & Shale			834	1092	
Sand			1092	1152	
Sand & Shale			1152	1508	
Lime			1508	1704	
Shale			1704	1710	
Sand (Keener)			1710	1740	
Sand (Injun)			1740	1760	S/G 1756
Shale			1760	1876	Total Depth

(Attach separate sheets as necessary)

D. C. Malcolm, Inc.
Well Operator
By: D. C. Malcolm, President
Date: October 27, 1983

11/17/2023

Note: Regulation 2.02(i) provides as follows:
"The term 'log' or 'well log' shall mean a systematic detailed geological record of all formations, including coal, encountered in the drilling of a well."

STATE OF WEST VIRGINIA
DEPARTMENT OF MINES
OIL AND GAS WELLS DIVISION

RECEIVED

OCT 17 1983

INSPECTOR'S WELL REPORT

OIL & GAS DIVISION
DEPT. OF MINES

Permit No. 067-0595-REN.

Oil or Gas Well _____
(KIND)

Company <u>D.C. MALCOLM, INC.</u>	CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
	Address <u>CHARLESTON, W.VA.</u>	Size		
Farm <u>DANNY WRISTON</u>	16			Kind of Packer _____
Well No. <u>2</u>	13			
District <u>JEFFERSON</u> County <u>NICHOLAS</u>	10			Size of _____
Drilling commenced <u>10/13/83</u>	8 3/4			
Drilling completed _____ Total depth _____	6 5/8			Depth set _____
Date shot _____ Depth of shot _____	5 3/16			
Initial open flow _____ /10ths Water in _____ Inch	3			Perf. top _____
Open flow after tubing _____ /10ths Merc. in _____ Inch	2			Perf. bottom _____
Volume _____ Cu. Ft.	Liners Used			Perf. top _____
Rock pressure _____ lbs. _____ hrs.				Perf. bottom _____
Oil _____ bbls., 1st 24 hrs.	CASING CEMENTED <u>10 3/4</u> SIZE <u>246</u> No. FT. <u>10/14</u> Date			
Fresh water _____ feet _____ feet	NAME OF SERVICE COMPANY <u>HALLIBURTON</u>			
Salt water _____ feet _____ feet	COAL WAS ENCOUNTERED AT _____ FEET _____ INCHES			
	_____ FEET _____ INCHES _____ FEET _____ INCHES			
	_____ FEET _____ INCHES _____ FEET _____ INCHES			

Drillers' Names CLINT HURT RIG 3 BOBBY SHAFFER

Remarks: RAN 247' OF 10 3/4 CEMENTED TO SURFACE WITH 135 SKS

10/14/83

DATE

Craig Blackworth

DISTRICT INSPECTOR

11/17/2023

Form 26
2/16/82

STATE OF WEST VIRGINIA
DEPARTMENT OF MINES
OIL AND GAS WELLS DIVISION
INSPECTOR'S PLUGGING REPORT

Permit No. _____ Well No. _____

COMPANY _____ ADDRESS _____

FARM _____ DISTRICT _____ COUNTY _____

Filling Material Used _____

Liner		Location		Amount	Packer	Location		
PLUGS USED AND DEPTH PLACED			BRIDGES		CASING AND TUBING			
CEMENT-THICKNESS	WOOD-SIZE	LEAD	CONSTRUCTION-LOCATION		RECOVERED	SIZE	LOST	

Drillers' Names _____

Remarks:

_____ I hereby certify I visited the above well on this date.

DATE

11/17/2023

DISTRICT WELL INSPECTOR



State of West Virginia
Department of Mines
Oil and Gas Division
Charleston 25305

RECEIVED
OCT 24 1984
OIL & GAS DIVISION
DEPT. OF MINES

FINAL INSPECTION REPORT
INSPECTORS COMPLIANCE REPORT

COMPANY D.C. MALCOLM, INC.
1006 COMMERCE SQUARE
CHARLESTON, W.V. 25301

PERMIT NO 47-067-0595
FARM & WELL NO DANNY WRISTON - 2
DIST. & COUNTY JEFFERSON / NICHOLAS

RULE	DESCRIPTION	IN COMPLIANCE	
		YES	NO
23.06	Notification Prior to Starting Work	_____	_____
25.04	Prepared before Drilling to Prevent Waste	_____	_____
25.03	High-Pressure Drilling	_____	_____
16.01	Required Permits at Wellsite	_____	_____
15.03	Adequate Fresh Water Casing	_____	_____
15.02	Adequate Coal Casing	_____	_____
15.01	Adequate Production Casing	_____	_____
15.04	Adequate Cement Strenght	_____	_____
15.05	Cement Type	_____	_____
23.02	Maintained Access Roads	_____	_____
25.01	Necessary Equipment to Prevent Waste	_____	_____
23.04	Reclaimed Drilling Pits	_____	_____
23.05	No Surface or Underground Pollution	_____	_____
23.07	Requirements for Production & Gathering Pipelines	_____	_____
16.01	Well Records on Site	_____	_____
16.02	Well Records Filed	_____	_____
7.05	Identification Markings	_____	_____

I HAVE INSPECTED THE ABOVE CAPTIONED WELL AND RECOMMEND THAT IT BE RELEASED:

SIGNED Craig Duckworth
DATE 10/16/84

Your well record was received and reclamation requirements approved. In accordance with Chapter 22, Article 4, Section 2, the above well will remain under bond coverage for the life of the well.

T.H. R. B.
Administrator-Oil & Gas Division

January 9, 1985
DATE

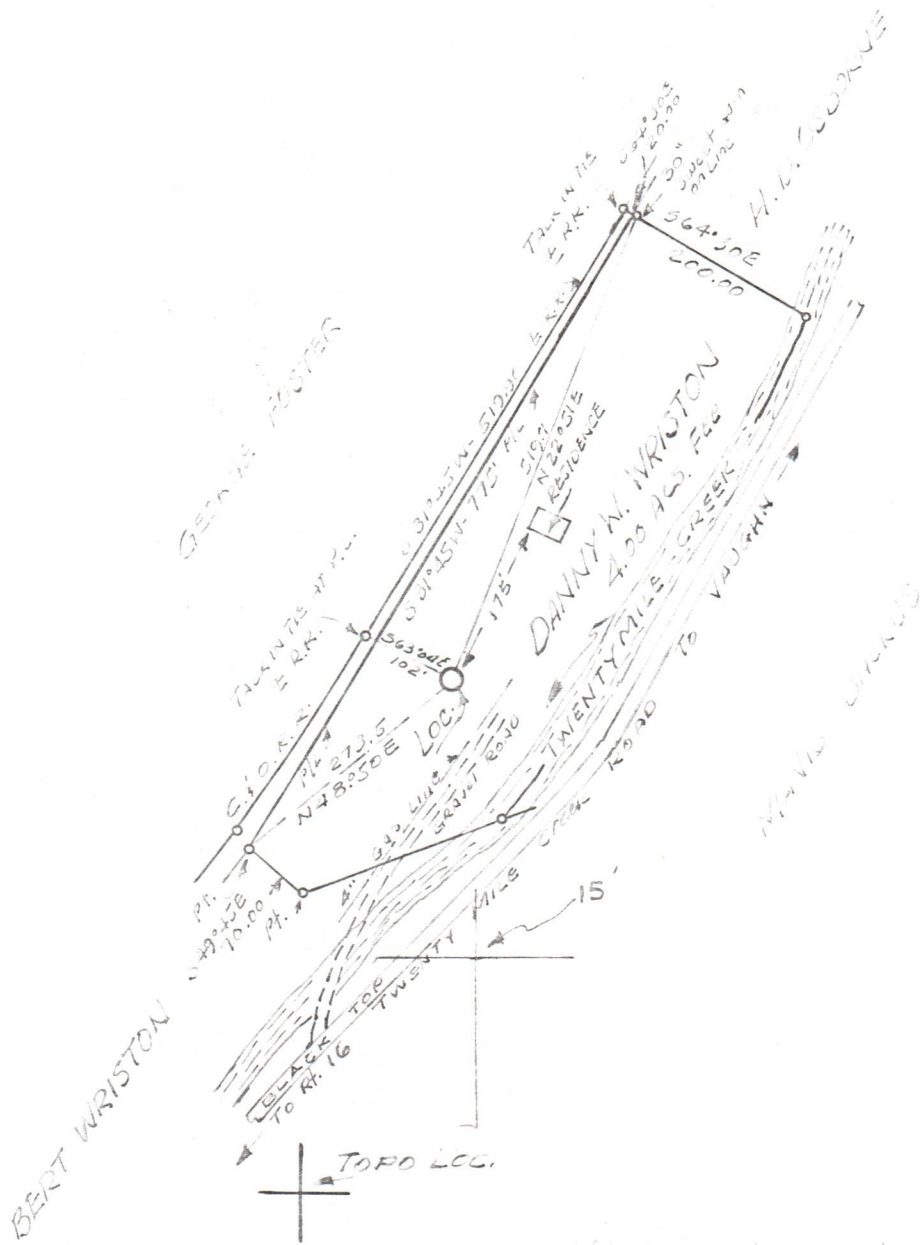
10,340'

LATITUDE 38°17'30"

LONGITUDE 81°07'30"

13 330

NORTH



NOTE: THIS LOCATION IS BELOW ALL MINEABLE COAL SEAMS.

FILE NO. _____
 DRAWING NO. _____
 SCALE 1" = 200 FT.
 MINIMUM DEGREE OF ACCURACY 1 in 500
 PROVEN SOURCE OF ELEVATION USGS BM EL. 754'
SOUTH EAST OF WELL LOC.

I THE UNDERSIGNED, HEREBY CERTIFY THAT THIS PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND SHOWS ALL THE INFORMATION REQUIRED BY LAW AND THE REGULATIONS ISSUED AND PRESCRIBED BY THE DEPARTMENT OF MINES.

(SIGNED) James D. Siler
 R.P.E. _____ L.L.S. 149

PLACE SEAL HERE

(+) DENOTES LOCATION OF WELL ON UNITED STATES TOPOGRAPHIC MAPS
 FORM IV-6 (8-78)



DATE 5-29, 1982
 OPERATOR'S WELL NO. 2
 API WELL NO. _____
47 - 067 - 0595
 STATE COUNTY PERMIT

STATE OF WEST VIRGINIA
 DEPARTMENT OF MINES
 OIL AND GAS DIVISION

WELL TYPE: OIL ___ GAS LIQUID INJECTION ___ WASTE DISPOSAL ___
 (IF "GAS,") PRODUCTION ___ STORAGE ___ DEEP ___ SHALLOW ___
 LOCATION: ELEVATION 751.0 WATER SHED TWENTYMILE CREEK OF GAULEY RIVER
 DISTRICT JEFFERSON COUNTY NICHOLAS
 QUADRANGLE BENTREE 7.5'
 SURFACE OWNER DANNY W. WRISTON ACREAGE 4.00
 OIL & GAS ROYALTY OWNER DANNY W. WRISTON LEASE ACREAGE 4.00
 LEASE NO. _____
 PROPOSED WORK: DRILL CONVERT ___ DRILL DEEPER ___ REDRILL ___ FRACTURE OR STIMULATE ___ PLUG OFF OLD FORMATION ___ PERFORATE NEW FORMATION ___ OTHER PHYSICAL CHANGE IN WELL (SPECIFY) _____
 PLUG AND ABANDON ___ CLEAN OUT AND REPLUG ___
 TARGET FORMATION Injun ESTIMATED DEPTH 1800'
 WELL OPERATOR D.C. MALCOLM INC. DESIGNATED AGENT D. C. MALCOLM
 ADDRESS 1006 Commerce Sq. ADDRESS 1006 Commerce Sq.
CHARLESTON, WV CHARLESTON, WV.

11/17/2023