



July 7, 2026

VIA EMAIL: boemadjudication@boem.gov
Bureau of Ocean Energy Management
Attn: Adjudication
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

Re: **OCS-G 16942, Walker Ridge Block 29**
Non-Required Filing Category 5 – Overriding Royalty, Production Payment, Net Profit

Dear Sir/Madam:

Please find the following enclosed documents for filing in BOEM's Non-Required Filings, specifically Category 5 – Conveyance of Overriding Royalty Interest:

1. Conveyance of Overriding Royalty Interest (Seller First ORRI) dated effective July 1, 2025, by and between ME Bigfoot, LLC (GOA No. 03842), as assignor, and Marubeni Oil & Gas (USA) LLC (GOA No.02806), as assignee; and
2. Conveyance of Overriding Royalty Interest (Seller Second ORRI) dated effective July 1, 2025, by and between ME Bigfoot, LLC (GOA No. 03842), as assignor, and Marubeni Oil & Gas (USA) LLC (GOA No.02806), as assignee.

Please file these documents, together with a copy of this letter, under Category 5 in the non-required files relating to Lease No. OCS-G 16942. The filing is accompanied by a receipt evidencing payment of the required service/filing fee via Pay.Gov.

The enclosed documents are the *second* and *third* of a series of non-required filings that are being submitted consecutively. These filings should be filed in order in which they are submitted, which will be as follows:

1. Assignment and Bill of Sale dated effective July 1, 2025, by and between Marubeni Oil & Gas (USA) LLC (GOA No.02806), as assignor, and ME Bigfoot, LLC (GOA No. 03842), as assignee;
2. Conveyance of Overriding Royalty Interest (Seller First ORRI) dated effective July 1, 2025, by and between ME Bigfoot, LLC (GOA No. 03842), as assignor, and Marubeni Oil & Gas (USA) LLC (GOA No.02806), as assignee;
3. Conveyance of Overriding Royalty Interest (Seller Second ORRI) dated effective July 1, 2025, by and between ME Bigfoot, LLC (GOA No. 03842), as assignor, and Marubeni Oil & Gas (USA) LLC (GOA No.02806), as assignee; and

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Attn: Adjudication
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4. Mortgage, Security Agreement, Assignment of As-Extracted Collateral, Fixture Filing and Financing Statement dated as of July 7, 2026, from ME Bigfoot, LLC, as Mortgagor, to Israel Discount Bank Ltd., as Mortgagee.

If you have any questions, please contact the undersigned at yehonatan@modiin-energy.com or +972 (52) 3233503.

Sincerely,

A handwritten signature in blue ink, consisting of a large, sweeping 'C' shape followed by a stylized 'S' or 'Sh'.

Yehonatan Shohat, Chief Executive Officer

Enclosures

CONVEYANCE OF OVERRIDING ROYALTY INTEREST

Seller First ORRI

THIS CONVEYANCE OF OVERRIDING ROYALTY INTEREST (this “**Conveyance**”), effective as of July 1, 2025 (the “**Effective Date**”), is made by and between ME Bigfoot, LLC, a limited liability company organized under the laws of the State of Delaware (“**Assignor**”), in favor of Marubeni Oil & Gas (USA) LLC, a limited liability company organized under the laws of the State of Delaware (“**Assignee**”). Assignor and Assignee are sometimes individually referred to herein as a “**Party**” and collectively referred to herein as the “**Parties**.”

Reference is made to that certain Purchase and Sale Agreement dated as of May 8, 2026, with all exhibits and schedules attached thereto, by and between Assignee, as seller, and Assignor, as buyer, relating, among other matters, to the purchase by Assignor of all of Assignee’s undivided interests in certain assets described in such Purchase and Sale Agreement (as may be amended, restated, or supplemented from time to time, the “**Purchase Agreement**”). To induce Assignee to enter into the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Subject to the terms and conditions of this Conveyance, Assignor hereby GRANTS, BARGAINS, SELLS, CONVEYS, ASSIGNS, TRANSFERS, SETS OVER AND DELIVERS unto Assignee, effective as of the Effective Date, a one percent (1%) proportionately reduced (as set forth below) overriding royalty interest (being a 0.125% of 8/8ths overriding royalty interest) (the “**Overriding Royalty**”) in all crude oil, natural gas, casinghead gas, condensate, natural gas liquids, and all other liquid or gaseous hydrocarbons produced in association therewith (“**Hydrocarbons**”) produced, from and after the Effective Date, through the wellbore of any Hydrocarbon well located on the oil and gas lease identified below (the “**Subject Lease**”) that first produced, or was first capable of producing, as of or prior to the Effective Date (each, an “**Existing Well**”), including any Hydrocarbons produced through the wellbore of any Existing Well as such Existing Well may be at any time hereafter redrilled or otherwise reworked, free and clear of all mortgages, liens, claims, and encumbrances created by Assignor (or its Affiliates) after its acquisition contemplated by the Purchase Agreement.

The Subject Lease - Walker Ridge Block 29 - OCS-G 16942

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective as of September 1, 1996, from the United States of America, as lessor, to Chevron U.S.A. Inc. and Texaco Exploration and Production Inc., as lessees, designated with serial number OCS G-16942, covering all of Walker Ridge Block 29, OCS Official Protraction Diagram NG 15-06.

All Existing Wells are identified on Exhibit 1 attached hereto, and (except as provided below with respect to Existing Specified Wells) the Overriding Royalty shall apply to all production emanating from workovers or other activities to procure production from such Existing Wells occurring after the Effective Date.

Notwithstanding the foregoing or anything herein to the contrary, the Overriding Royalty does not burden and excludes:

- (i) any Hydrocarbons produced from that portion of the wellbore of any Existing Well that is deepened, recompleted (as to those portions of the wellbore of such Existing Well that are not producing or capable of producing as of the Effective Date where such recompletion is undertaken to obtain new production from a different Target Depth than the Target Depth from which such Existing Well is producing or capable of producing as of the Effective Date), or sidetracked after the Effective Date and as a result thereof produces or is capable of producing from a different geological zone than the geological zone from which such Existing Well was producing or was capable of producing as of the Effective Date (each, an “**Existing Specified Well**”), as to which such deepened, recompleted, or sidetracked portion of such Existing Specified Well the Overriding Royalty shall terminate effective as of (and shall no longer burden such Existing Specified Well from and after) such time as the completion of such initial post-Effective Date deepening, recompleting, or sidetracking operation for such Existing Specified Well; provided that, for the avoidance of doubt, the Overriding Royalty shall not terminate as to Hydrocarbons (if any) produced from that portion of the wellbore of the Existing Specified Well producing or capable of producing Hydrocarbons as of the Effective Date;
- (ii) any Hydrocarbons produced from the Georgia A-3 Well (currently API No. 608124006404) or the Tennessee A-12 Well (currently API No. 608124005900); and
- (iii) any Hydrocarbons produced from any Hydrocarbon well other than an Existing Well identified on Exhibit 1 attached hereto.

If the deepening, recompleting, or sidetracking of an Existing Specified Well results in the commingling of Hydrocarbon production from that portion of the wellbore of the Existing Specified Well producing or capable of producing Hydrocarbons as of the Effective Date, on the one hand, and the deepened, recompleted, or sidetracked portion of such Existing Specified Well, on the other hand, then the share of Hydrocarbons subject to the Overriding Royalty will be determined based on meter readings from meters placed within the wellbore of such Existing Specified Well capable of determining production from such different portions of the wellbore (if any) or, in the absence of such meters, the allocation methodology used for reporting such commingled Hydrocarbon production to the applicable Governmental Authorities (including pursuant to any agreement with BOEM/BSEE with respect to such allocation methodology); provided that, for the avoidance of doubt, Assignor shall have no obligation to install or maintain any such downhole meters.

The Overriding Royalty shall be proportionately reduced to the Working Interest conveyed by Assignee to Assignor pursuant to the Purchase Agreement.

The Overriding Royalty shall not apply to any Hydrocarbons attributable to Assignor’s interest in an Existing Well that is subject to an election (whether such election was made by Assignor or by any of its predecessors or successors in interest) to non-consent operations under

any applicable operating agreements; *provided, however*, the Overriding Royalty shall apply to any such Hydrocarbons produced from an Existing Well if and when such Hydrocarbons are no longer subject to any right of recoupment, forfeiture, relinquishment, penalty, or payout associated with such non-consent operations or where Assignor is entitled to production proceeds from such Existing Well under any other circumstances.

TO HAVE AND TO HOLD said Overriding Royalty unto Assignee, its successors and assigns, and for the same consideration, Assignor shall warrant and defend title to said Overriding Royalty unto Assignee against all claims arising by, through, and under Assignor or its Affiliates, but not otherwise. This Conveyance is made in accordance with and is subject to the terms, covenants and conditions contained in the Purchase Agreement. The terms, covenants and conditions of the Purchase Agreement are incorporated herein by reference, and if there is a conflict between the provisions of the Purchase Agreement and this Conveyance, then, except as expressly provided otherwise herein, the provisions of this Conveyance shall control to the extent of such conflict. Capitalized terms used herein, but not defined herein, shall have the meaning given to such terms in the Purchase Agreement. This Conveyance is made subject to the terms and conditions of the Subject Lease, as well as the following terms and provisions, to wit:

1.

Unless specifically stated to the contrary herein, the Overriding Royalty shall be calculated in the same manner as the royalties to the lessor under the Subject Lease (but without regard to any royalty payment suspension under the Deep Water Royalty Relief Act applicable to the Subject Lease or any other statute providing for the suspension of royalty payments to the lessor under the Subject Lease, whether presently or hereafter enacted or made applicable to the Subject Lease). Assignor may deduct any third party transportation costs and other costs or charges incurred in making oil and gas ready or available to market at the point of sale, provided that such costs are deductible from the lessor's royalty under the terms of the Lease or regulations applicable thereto (collectively, "**Allowable Post-Production Expenses**"). Assignor shall pay, or cause to be paid, to Assignee the amounts to which Assignee is entitled hereunder pursuant to the Overriding Royalty in respect of the Subject Hydrocarbons that are produced and sold during any calendar month no later than thirty (30) days following the end of the calendar month in which the revenues attributable to the sale of such Subject Hydrocarbons are received by Assignor.

2.

Notwithstanding anything else to the contrary herein, this Overriding Royalty is a non-operating, non-expense-bearing overriding royalty interest burdening the Existing Wells and is free of all costs, risks, and expenses of acquisition, exploration, drilling, deepening, completion, recompletion, gathering, handling, equipping for production, development, improvement, repair, reworking, sidetracking, plugging back, maintenance, or plugging and abandonment, decommissioning and remediation of the Subject Lease or any Existing Well (the foregoing, collectively, "**Production Costs**"); *however*, the Overriding Royalty shall bear its share of all ad valorem, property, production, excise, severance, pipeline, and other Taxes assessed against or measured by the Hydrocarbon production subject to the Overriding Royalty (the foregoing, collectively, "**Subject Taxes**"), and Allowable Post-Production Expenses. As such, in no event shall Assignee, in its capacity as the owner of the Overriding Royalty hereunder, and subject to

and without limiting the terms of the Purchase Agreement, ever be liable or responsible for the payment of any Production Costs accruing after the Effective Date as same pertain to this Overriding Royalty Interest. As to the Subject Hydrocarbons which Assignee does not take in-kind, Assignee shall not be directly liable or responsible to any Person for the payment of any Allowable Post-Production Expenses, and instead the Overriding Royalty proportionate share of any such applicable Allowable Post-Production Expenses shall be borne solely as a deduction in calculating the Overriding Royalty.

This Overriding Royalty shall not apply to or otherwise burden any Hydrocarbons lost, flared, vented, or used in support of producing, handling, transporting, or processing Hydrocarbons derived from or attributable to the Subject Lease or the Existing Wells, all of which Hydrocarbons will be deducted before computing the Overriding Royalty.

3.

This conveyance of the Overriding Royalty does not impose (and shall never be deemed as imposing) any duty or obligation upon Assignor, or its successors or assigns, to maintain the Subject Lease in effect or to conduct any operations whatsoever upon the Subject Lease or any Existing Wells, or to maintain any such operations after once begun, or to continue production of oil or gas after once established, nor to protect the Subject Lease from drainage, nor to maintain the Subject Lease in effect by payment of delay rentals, minimum royalties, drilling operations or otherwise, and all operations, if any, on the Subject Lease and/or Existing Wells and the extent and duration thereof, as well as the preservation of the Subject Lease by rental payments or otherwise, shall be at the sole discretion of, and solely the responsibility of, Assignor and the Overriding Royalty hereby conveyed shall be paid only if and when there is any production of oil or gas from the Existing Wells as and to the extent provided herein and in accordance with the terms hereof.

4.

Assignor shall have the right and power to combine, pool or unitize the Subject Lease, or any portion thereof, and the leasehold estate and overriding royalty ownership therein, including the Overriding Royalty conveyed hereby, with other lease(s) in the vicinity thereof when and as often as in Assignor's judgment it is necessary or advisable to do so in order to properly explore, develop and operate the Subject Lease, to facilitate the development of the Subject Lease, or to comply with the requirements of any Law or governmental order or regulation (including those relating to the spacing of wells for proration of the production therefrom), and each such pooling or unitization shall be binding upon and effective with regard to the Overriding Royalty to the extent relating to any Existing Wells. For purposes of computing the Overriding Royalty conveyed hereby, the Overriding Royalty included in such pool or unit will be allocated the Overriding Royalty share of Hydrocarbon production from the pool or unit that is allocated to the Subject Lease and attributable to the Existing Wells. It is agreed that Assignee shall receive, and will accept, on production from a pool or unit so pooled or unitized only such proportion of the Overriding Royalty hereinabove specified as is allocated to the Subject Lease as to which the Overriding Royalty applies. The interest in any such pool or unit attributable to the Overriding Royalty included therein shall be subjected to said Overriding Royalty in the same manner and with the same effect as if such pool or unit and the interest of Assignor therein were specifically

described in this Conveyance. It is further understood and agreed that no formal pooling or declaration need be filed with respect to any such pool or unit but only that the Subject Lease be subjected to a pool, unit or other cooperative agreement for the development of a common reservoir.

5.

Upon not less than sixty (60) days' prior written notice to Assignor, and in no event no more than once per year, Assignee shall have the right, at its sole cost and expense, to audit the accounting records of Assignor solely to the extent such records relate to the Subject Lease and the Existing Wells and the calculation and payment of the Overriding Royalty hereunder. Excluding any records subject to attorney-client privilege or attorney work product privilege, such accounting records shall be made available to Assignee upon reasonable prior written notice for audit at Assignor's offices during normal business hours. Assignor shall keep such accounting records in accordance with customary accounting standards and practices used in the Gulf of America petroleum industry.

6.

Notwithstanding anything else to the contrary herein, but subject to and as may be limited by the Marketing Agreements (including any existing dedications in effect as of the Effective Date) or the Subject Lease Operating Agreement: (i) Assignee shall have the right to take in kind and separately dispose of all (but not less than all) of its Overriding Royalty share of Hydrocarbons ("**Subject Hydrocarbons**") in lieu of receiving a payment for the Overriding Royalty; and (ii) Assignee may exercise this right by providing not less than thirty (30) days' prior written notice to Assignor that Assignee elects to take its Subject Hydrocarbons in kind. Such election shall be effective at 12:01 a.m. local time where the Subject Lease is located on the first day of the calendar month immediately following the calendar month in which the thirtieth (30th) day following deliver of such notice occurs (or, if applicable, the first day of such later calendar month as is elected by Assignee in such election notice). Assignor shall reasonably cooperate with Assignee upon such request to permit Assignee to separately market and sell its Subject Hydrocarbons; *provided* that, Assignor shall not be obligated to incur any out-of-pockets costs or expenses in connection therewith. If Assignee so elects to take its Subject Hydrocarbons in kind, then Assignee shall be solely responsible for (i) all out-of-pocket costs and expenses incurred by Assignor that are reasonably necessary for Assignee to be able to take in kind its Subject Hydrocarbons, (ii) the gathering, processing, transportation, marketing, and sale of its Subject Hydrocarbons, including payment of all post-production costs applicable to its Subject Hydrocarbons, and (iii) administering and paying any and all Burdens and Taxes applicable to its Subject Hydrocarbons.

7.

It is understood and agreed by the Parties hereto that the Overriding Royalty conveyed by this Conveyance is and shall be subject to any offshore operating agreement or joint operating agreement in effect as of the Effective Date (one and all, the "**Subject Lease Operating Agreement**") governing operations on the Subject Lease, but not any other offshore operating

agreement or joint operating agreement governing operations on the Subject Lease that may in the future apply to the Subject Lease.

8.

The provisions hereof shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, successors or assigns; however, no change or division in the ownership of said Overriding Royalty shall be binding on Assignor until thirty (30) days after Assignor shall have been furnished with a certified copy or copies of the recorded instrument or instruments evidencing such change in ownership. The covenants, obligations and agreements contained in this Conveyance shall be construed as covenants running with the land and the Subject Lease for the benefit of both the Assignor and Assignee and shall be enforceable against their respective successors and assigns. Any sale, assignment, transfer, exchange, or other disposition ("**Transfer**") of the Overriding Royalty by Assignee shall be in accordance with all applicable Laws and must not cause Assignor, any of its Affiliates, or any of its or their direct or indirect owners to be in violation of or non-compliance with the Israeli Trading with the Enemy Ordinance – 1939 or any similar Law.

If at any time Assignee intends to Transfer all or any portion of its interest in the Overriding Royalty (the "**ROFR Interests**") to a Third Party (a "**ROFR Sale**"), then Assignor shall be entitled to exercise its preferential right to purchase the ROFR Interests in accordance with the following terms of this Section 8 (the "**ROFR Rights**"):

(a) If Assignee receives an offer to Transfer any ROFR Interest pursuant to a ROFR Sale, then Assignee shall first give written notice thereof to Assignor (the "**ROFR Sale Notice**"), which ROFR Sale Notice shall (i) state Assignee's intention to effect such proposed ROFR Sale, (ii) identify the applicable transferee(s) in such proposed ROFR Sale (the "**ROFR Sale Purchaser**"), (iii) identify the ROFR Interest that Assignee intends to transfer pursuant to such proposed ROFR Sale, and (iv) include all relevant terms and conditions of the proposed ROFR Sale (including the offer price on a cash equivalent basis) and copies of the executed or final forms of the instruments and documents evidencing such terms and conditions (the "**ROFR Sale Documents**"), and (v) offer Assignor the opportunity to purchase all, but not less than all, of the applicable ROFR Interests in accordance with this Section 8. Such ROFR Sale Notice shall constitute Assignee's offer to sell the ROFR Interests to Assignor upon the same terms and conditions of the ROFR Sale Documents, which offer shall be irrevocable unless and until such offer is rejected in writing or deemed rejected (pursuant to the terms of Section 8(b)) by Assignor. In negotiating the ROFR Sale Documents, Assignee shall not attempt to circumvent Assignor's ROFR Rights.

(b) Following its receipt of the ROFR Sale Notice (and all of the information required to be set forth therein, including final forms of the ROFR Sale Documents), Assignor will have the right, but not the obligation, exercisable by providing written notice thereof to Assignee within fifteen (15) days following receipt of such complete ROFR Sale Notice (a "**ROFR Sale Notice Response**"), to exercise its ROFR Rights and elect to purchase all, but not less than all, of the applicable ROFR Interests on the same terms and conditions of the ROFR Sale Documents. If Assignor does not timely deliver a ROFR Sale Notice Response in respect of the proposed ROFR

Sale, then Assignor shall be deemed to have elected to reject Assignee's offer and to not exercise its ROFR Rights with respect to such proposed ROFR Sale.

(c) If Assignor timely exercises its ROFR Rights with respect to the proposed ROFR Sale, then (i) delivery of its ROFR Sale Notice Response will constitute an irrevocable acceptance by Assignor of the ROFR Sale Notice offer, (ii) the ROFR Interest will not be Transferred to the ROFR Sale Purchaser identified in the ROFR Sale Notice, and (iii) Assignee and Assignor will promptly enter into documents that are substantially the same as the ROFR Sale Documents and the ROFR Interest will be Transferred to Assignor on the terms and conditions of such documents.

(d) If Assignor elects in writing, or was deemed (pursuant to Section 8(b)) to have elected, to not exercise its ROFR Rights with respect to a proposed ROFR Sale, then Assignee may, for a period of one hundred eighty (180) days following the date on which Assignor elects, or was deemed to have elected, not to exercise its ROFR Right (subject to reasonable extension as necessary to satisfy applicable Government Entity approvals, if any), consummate the ROFR Sale at a price not less than, and on terms otherwise not materially more favorable to the ROFR Sale Purchaser than, that set forth in the respective ROFR Sale Notice; *provided, however*, Assignee may elect to consummate the proposed ROFR Sale on terms that are more favorable to the ROFR Sale Purchaser than those set forth in such ROFR Sale Notice, so long as (i) it gives Assignor the opportunity to acquire the ROFR Interest on the terms set forth in the final proposed ROFR Sale, and (ii) it sends Assignor another ROFR Sale Notice in respect thereof and, following which, provides Assignor not less than fifteen (15) days to elect to so acquire the ROFR Interest. If Assignee fails to consummate such ROFR Sale within such one hundred eighty (180)-day period (subject to reasonable extension as reasonably necessary to satisfy applicable Government Entity approvals, if any), then the ROFR Interests will again be subject to the ROFR Rights in this Section 8.

(e) The ROFR Rights provisions of this Section 8 shall not apply to any Transfer of all or any portion of the Overriding Royalty to an Affiliate of Assignee. For clarity, the ROFR Rights provisions of this Section 8 shall apply to any subsequent non-Affiliate transfer of all or any portion of the Overriding Royalty by such Affiliate of Assignee.

9.

The Parties acknowledge that on the date hereof Assignor and Assignee also entered into that certain Conveyance of Overriding Royalty Interest (Seller Second ORRI) dated effective as of the Effective Date (the "**Seller Second ORRI Conveyance**"). For clarity, the Seller Second ORRI Conveyance and this Conveyance each grant Assignee an overriding royalty interest in separate assets and properties as more particularly described therein and herein, and nothing in the Seller Second ORRI Conveyance or this Conveyance is intended to grant Assignee multiple overriding royalty interests in the same Target Depth for any well associated with the Subject Lease.

10.

Except for the special warranty of title contained in this Conveyance and the representations and warranties of Assignor under Section 4.1 of the Purchase Agreement, this Conveyance is made without any warranty of title to the Overriding Royalty by Assignor and without any representations or warranties by Assignor whatsoever, in each case, whether express or implied, and each Party hereby expressly disclaims, waives, and negates any and all such warranties, express or implied, of any kind or nature.

Assignee is specifically assigned and subrogated to warranties of title that Assignor may have from its predecessors in interest (other than Assignee) to the extent applicable with respect to the Overriding Royalty and to the extent Assignor may legally assign such rights and grant such subrogation.

11.

This Conveyance and the legal relations between the Parties hereto shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to principles of conflicts of laws that would result in the application of the laws of another jurisdiction; *provided, however*, with respect to conveyancing or real or immovable property matters as to the Overriding Royalty or Subject Lease, the Laws of the jurisdiction where the Subject Lease is located shall govern and control such determination.

The Parties agree that the appropriate, exclusive, and convenient forum for any disputes between any of the Parties arising out of this Conveyance shall be in any state or federal court in Harris County, Texas, and each of the Parties irrevocably submits to the jurisdiction of such courts solely in respect of any Legal Proceeding arising out of or related to this Conveyance. The Parties further agree that the Parties shall not bring suit with respect to any disputes arising out of this Conveyance in any court or jurisdiction other than the above specified courts. The Parties further agree, to the extent permitted by Law, that a final and non-appealable judgment against a Party in any action or proceeding contemplated above shall be conclusive and may be enforced in any other jurisdiction within or outside the United States of America by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of the fact and amount of such judgment. Except to the extent that a different determination or finding is mandated due to the applicable Law being that of a different jurisdiction, the Parties agree that all judicial determinations or findings by a state or federal court in Harris County, Texas with respect to any matter under this Agreement shall be binding.

To the extent that any Party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, each such Party hereby irrevocably (i) waives such immunity in respect of its obligations with respect to this Conveyance, and (ii) submits to the personal jurisdiction of any court described above.

The Parties agree that they hereby irrevocably waive the right to trial by jury in any action to enforce or interpret the provisions of this Conveyance.

Nothing in this Conveyance shall provide any benefit to any Third Party or entitle any Third Party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties hereto that this Conveyance shall otherwise not be construed as a Third Party beneficiary contract or instrument.

This Conveyance may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. No Party shall be bound until such time as all of the Parties have executed counterparts of this Conveyance.

[Signature and Acknowledgment Pages Follow]

IN WITNESS WHEREOF, this Conveyance is executed by the Parties hereto on the date shown in their respective acknowledgments hereto, but made effective for all purposes as of the Effective Date.

WITNESSES:

By: [Signature]
Name: KENNETH J. LOCH

By: [Signature]
Name: Kirk Kuykendall

By: [Signature]
Name: KENNETH J. LOCH

By: [Signature]
Name: Kirk Kuykendall

ASSIGNOR:

ME Bigfoot, LLC

By: [Signature]
Name: Yehonatan Shohat
Title: CEO

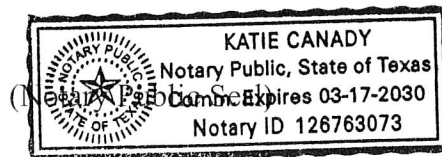
By: [Signature]
Name: Tzahi Sultan
Title: President

**STATE OF TEXAS
COUNTY OF HARRIS**

On the 7th day of July, 2026, before me, Katie Canady, a Notary Public, personally appeared Yehonatan Shohat, as the CEO of ME Bigfoot, LLC, a limited liability company organized under the laws of Delaware, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and who acknowledged to me that he executed the same in his authorized capacity with the intent to bind for all purposes ME Bigfoot, LLC.

WITNESS my hand and official seal.

[Signature]
Notary Public

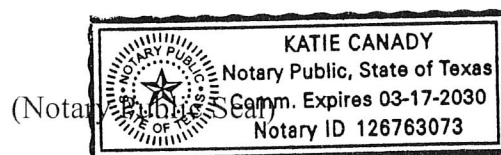


**STATE OF TEXAS
COUNTY OF HARRIS**

On the 7th day of July, 2026, before me, Katie Canady, a Notary Public, personally appeared Tzahi Sultan, as the President of ME Bigfoot, LLC, a limited liability company organized under the laws of Delaware, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and who acknowledged to me that he executed the same in his authorized capacity with the intent to bind for all purposes ME Bigfoot, LLC.

WITNESS my hand and official seal.

[Signature]
Notary Public



IN WITNESS WHEREOF, this Conveyance is executed by the Parties hereto on the date shown in their respective acknowledgments hereto, but made effective for all purposes as of the Effective Date.

WITNESSES:

By: [Signature]
Name: KENNETH S. LOCH

By: [Signature]
Name: Kirk Kuykendall

ASSIGNEE:

MARUBENI OIL & GAS (USA) LLC

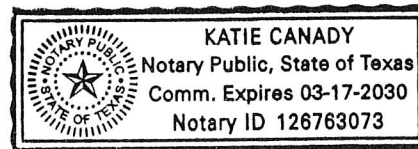
By: [Signature]
Name: Shinya Furuyama
Title: President

**STATE OF TEXAS
COUNTY OF HARRIS**

On the 7th day of July, 2026, before me, Katie Canady, a Notary Public, personally appeared Shinya Furuyama, as the President of Marubeni Oil & Gas (USA) LLC, a limited liability company organized under the laws of Delaware, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and who acknowledged to me that he executed the same in his authorized capacity with the intent to bind for all purposes Marubeni Oil & Gas (USA) LLC.

WITNESS my hand and official seal.

[Signature]
Notary Public



(Notary Public Seal)

Exhibit 1
Existing Wells

Well Name	API Number	Surface Block	Bottom Hole Block	Well Number	Suffix	Current Well Status
Colorado	608124006001	WR29	WR29	A004	ST01BP00	COM
Nevada	608124006200	WR29	WR29	A001	ST00BP00	COM
Missouri	608124006302	WR29	WR29	A002	ST01BP01	COM
Texas	608124006603	WR29	WR29	A006	ST01BP03	COM
Arizona	608124006800	WR29	WR29	A008	ST01BP00	COM
New York	608124007103	WR29	WR29	A011	ST02BP00	COM