

J. Mark Chevallier
State Bar No. 04189170
Bryan L. Rochelle
State Bar No. 24107979
ROCHELLE McCULLOUGH, LLP
901 Main Street, Suite 3200
Dallas, Texas 75202
Telephone: (214) 953-0182
Facsimile: (888) 467-5979
Email: mchevallier@romclaw.com
Email: bryan.rochelle@romclaw.com

COUNSEL FOR REORGANIZED DEBTORS

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE:	§	
SCANROCK OIL & GAS, INC., et al.,	§	Case No. 25-90001-mxm11
Debtors.	§	Chapter No. 11
	§	Jointly Administered
	§	

**REORGANIZED DEBTORS' EXPEDITED MOTION FOR ORDER INTERPRETING
AND IN AID OF IMPLEMENTATION OF THE PLAN AND TO COMPEL
EXECUTION OF LIEN RELEASE**

TO THE HONORABLE MARK X. MULLIN, UNITED STATES BANKRUPTCY JUDGE:

The reorganized debtors ("Reorganized Debtors") in the above-captioned jointly administered chapter 11 bankruptcy cases ("Cases") file this *Debtors' Expedited Motion for Order Interpreting and in Aid of Implementation of the Plan and to Compel Execution of a Lien Release* (the "Motion"), and respectfully state:

PRELIMINARY STATEMENT

1. By this Motion, the Reorganized Debtors seek entry of an order interpreting the Plan with respect to the means of repayment of Prosperity Bank's secured claim and the ability of the Reorganized Debtors to conduct their oil & gas business and particularly, to compel a release of Prosperity's lien with respect to a pending sale of certain mineral lease rights owned by the Reorganized Debtors. Among other things, the Plan provided a very specific treatment of

Prosperity's secured claim.¹ Absent a Plan default, Prosperity's secured claim is to be paid from proceeds of the sale of the Oregon Ranch, the Llano Ranch Parcel 1 and potentially the Llano Ranch Parcel 2.²

2. The Plan was the result of negotiations among the Debtors and a large creditor body that includes secured creditors, the largest of which is Prosperity Bank ("Prosperity"), unsecured trade creditors, royalty and working interest holders interest holders and tax creditors. In general terms, payment of secured creditors under the Plan is to be from sales of extensive ranch property in Oregon and Texas and the Reorganized Debtors continued operations of the Oil and Gas Debtors and generation of revenue from those operations which is primarily to be used to pay unsecured creditors and royalty and other mineral interest holders.³ Control over the sale of the ranch properties was taken from the Reorganized Debtors and placed with an independent third party Plan Agent, Eric Taube ("Plan Agent").⁴ The Reorganized Debtors retained control of the Oil and Gas Debtors and their operations.⁵

3. The Reorganized Debtors own certain non-producing mineral leases that are surplus to requirements due to a lack of capital for drilling and other expenditures necessary to bring production online. If they are not productive, these assets are a liability from an operating perspective. These interests do have value however and in the normal course of the Oil & Gas Debtors' business, they have routinely sold such interests to secure working capital and direct that capital to other productive uses. The Reorganized Debtors have recently negotiated the sale of certain mineral interest Properties located in Ector County, Texas to Occidental Petroleum Ltd.

¹ See, Section 4.4.7 of the Plan at p.17 [Doc. No. 535].

² Id.

³ Id. at Sections 5.2.

⁴ Id. at Section 5.23, p.36-39.

⁵ Id. at Section 5.16.

(“Oxy”) as described in the Assignment of Oil and Gas Lease attached hereto as Ex. A. (the “Oxy Assignment”) pursuant to which the Reorganized Debtors would be paid \$480,000 and retain an Overriding Royalty Interest in any oil and gas produced from the transferred Properties.⁶

4. The Properties to be sold are part of Prosperity’s collateral and to close the sale, a release of Prosperity’s lien is required. The Reorganized Debtors have requested a release from Prosperity and have been informed by Prosperity that Prosperity will only release its lien if it receives 50% of the sale proceeds which would be applied to Prosperity’s secured claim. The Reorganized Debtors believe Prosperity’s demand for part of the sale consideration as a condition to release of the lien on this particular property is contrary to the Plan.

5. In relevant part, the Plan provides:

In full and final satisfaction, release, and discharge of the Allowed Prosperity Bank Secured Claim and all liens securing the same, the Reorganized Debtors, through the Plan Agent, shall pay the same in cash at the closing of the sale(s) of the Oregon Ranch as provided for in Section 5.3 of this Plan and at the closing of the sale(s) of the Llano Ranch Parcel 1 ((excluding the personal property (including vehicles, furnishings, and furniture) owned by O’Ryan Ranches) as provided for in Section 5.4 of this Plan. If the foregoing are insufficient to pay the Allowed Prosperity Bank Secured Claim in full, then the Reorganized Debtors, through the Plan Agent, shall pay any such unpaid and remaining amount from the sale(s) of the Llano Ranch Parcel 2 ((excluding the personal property (including vehicles, furnishings, and furniture) owned by O’Ryan Ranches) as provided for in Section 5.5 of the Plan. If all of the foregoing are insufficient to pay the Allowed Prosperity Bank Secured Claim in full, then the Reorganized Debtors shall remain liable to Prosperity Bank, jointly and severally, for any such deficiency, and Prosperity may exercise any and all of its rights against the Reorganized Debtors and their properties regarding such deficiency claim.⁷

6. Prosperity voted in favor of the Plan and thereby accepted the Plan’s treatment of its secured claim. In exchange for that vote and by virtue of the confirmation of the Plan, Prosperity received the treatment afforded its Claim in the Plan, including a release as described in Section 4.4.8 of the Plan and a lien on the Oregon Ranch Carbon Credits as described in Section

⁶ As defined in the Oxy Assignment.

⁷ Section 4.4.7 of the Plan.

5.6 (ii). Nothing in the Plan provided that Prosperity's claim repayment would include proceeds from the sale of unproductive Leases owned by the Oil and Gas Debtors unless there is ultimately a deficiency after the sale of the ranches.

7. Prosperity does retain its liens under the Plan and it would retain a lien on the Overriding Royalty Interest that will be retained by the Reorganized Debtors in the Oxy Assignment. But it may only resort to enforcement of its liens against the Reorganized Debtors' mineral properties if the real estate sales fail to yield proceeds sufficient to pay its claim in full as provided in the Plan. The real estate sales have a lengthy agreed sale period in order to achieve a value maximizing sale.

ARGUMENTS AND AUTHORITIES

I. Jurisdiction

8. It is well settled that following the confirmation of a Chapter 11 Reorganization Plan, bankruptcy jurisdiction remains for matters "pertaining to the implementation or execution of the Plan" *In re Craig's Stores of Texas, Inc.* 266 F. 3d 388, 390 (5th Cir. 2002); See also, *In re Chesapeake Energy Corp.*, 70 F. 4th 273, 281 (5th Cir. 2023). "Within its core jurisdiction, the court may also be called upon to interpret the terms of a confirmed plan of reorganization." *Id.*, citing *In re U.S. Brass Corp.*, 301 F.3d 296, 303 (5th Cir. 2002).

9. The Plan itself provides for the Bankruptcy Court's post-confirmation jurisdiction of certain matters.⁸ These matters include (i) [t]o construe and to take any action to enforce this Plan and the Confirmation Order; (ii) [t]o issue such orders as may be necessary of the implementation, execution and consummation of [the] Plan . . . and to hear and determine disputes

⁸ Plan Article X, p. 44 et. seq.

arising in connection with the interpretation, implementation, or enforcement of [the] Plan, the Disclosure Statement or in any order of the Bankruptcy Court including, without limitation, the Confirmation Order; and (iii) [t]o hear, authorize, and order the sale, free and clear of liens, claims, interests, and encumbrances, of any property, in the event the Debtors find it necessary or appropriate to seek an order authorizing same. Accordingly, this Court has jurisdiction to grant the relief sought in this Motion.

II. The Plan Does Not Require Prosperity's Consent to Ordinary Course Sales of Mineral Property or for Such Sales Proceeds to be Paid Over to Prosperity

10. In a Chapter 11 case, confirmation of a Chapter 11 plan binds the reorganized debtor and its creditors to the terms of the plan; reverts property of the estate in the reorganized debtor and discharges pre-confirmation claims. *In re Saberioon*, 658 B.R. 432, 443 (Bankr. S.D. Tex. 2024). That is what has happened here. A confirmed plan of reorganization becomes a binding contract between the debtor and the creditors and controls their rights and obligations. *In re Page*, 118 B.R. 456, 460 (Bankr. N.D. Tex. 1990). The Plan in this case is governed by Texas law.⁹

11. The primary goal when interpreting a contract under Texas law is to give effect to the parties intent as expressed in the contract itself. *Guar. Ins. Co. v. BITCO Gen. Ins. Corp.*, 640 S.W.3d 195, 198–99 (Tex. 2022). That requires looking first to the text of the contract. *See U.S. Metals, Inc. v. Liberty Mut. Grp., Inc.*, 490 S.W.3d 20, 23 (Tex. 2015). A court should consider the writing in its entirety, harmonizing and giving effect to all its provisions. *Italian Cowboy Partners, Ltd. v. Prudential Ins. Co. of Am.*, 341 S.W.3d 323, 333 (Tex. 2011). And each provision should be read with reference to the entire agreement, as opposed to giving one provision controlling effect. *Moayed v. Interstate 35/Chisam Rd., L.P.*, 438 S.W.3d 1, 7 (Tex. 2014).

⁹ Section 11.5 of the Plan provides that except where bankruptcy law is otherwise applicable, the laws of the State of Texas shall govern the construction, implementation and enforcement of [the] Plan.

12. The treatment of Prosperity's fully secured claim under the Plan is unambiguous. Section 4.4.7 provides that payment is to come **exclusively** from the ranch sales. Only "if the [sales of the ranches] are insufficient to pay the Allowed Prosperity Bank Secured Claim in full" can Prosperity "exercise any and all of its rights against the Reorganized Debtors **and their properties**" ¹⁰ (emphasis supplied) Other provisions of the Plan are consistent with the primacy of the ranch sale proceeds as the source of repayment of Prosperity's secured claim.

13. Control of the land sale process was taken out of the hands of the Reorganized Debtors and given to the Plan Agent. ¹¹ Conversely, the oil and gas operations remain under the complete control of the Reorganized Debtors with revenue from those operations directed toward the repayment of unsecured creditors, royalty and other interest holders. ¹² The Disclosure Statement confirms the intention behind these Plan provisions, expressly stating that "[w]ith respect to the Oil and Gas Debtors, these Debtors would continue operations with their future revenue used to make various payments under the Plan, including mainly to Royalty Claims, Working Interest Claims and Unsecured Claims." ¹³ The Plan also requires the Oil and Gas Debtors to "pay the operating expenses of the Oregon Ranch in such amounts and for such purposes as are in the reasonable business judgement of the Plan Agent, with the primary purpose thereof to be to ensure reasonable fire suppression and mitigation and road maintenance so as to preserve the value of the Oregon Ranch." ¹⁴ Similarly, the Oil and Gas Debtors must pay the expenses of the Plan Agent. ¹⁵

¹⁰ Section 4.4.7 of the Plan.

¹¹ Section 5.23.3 of the Plan.

¹² Plan generally and specifically Section 5.2(vi).

¹³ First Amended Disclosure Statement [Doc. No. 432] p.26-28.

¹⁴ Plan, Section 5.9, p. 33.

¹⁵ Section 5.23.6 of the Plan.

14. Limiting the Reorganized Oil and Gas Debtors ability to maximize revenues from their operations by diverting any of the proceeds from one off sales of non-producing properties to limited partial payments of Prosperity's secured claim is contrary to both the express provisions of the Plan and the underlying set of compromises on which the Plan was based. Prosperity remains fully secured by its security interests in the ranches and the bulk of the mineral properties, the acknowledged combined value of which substantially exceeds the amount of Prosperity's Claim. Prosperity is paid from the ranch sales and only after Prosperity and other secured creditors and certain administrative expenses are paid from those sales, do any of the land sale proceeds flow to other general unsecured creditors. The unsecured creditors are to be paid from the revenues generated by the Oil and Gas Debtors and potentially their subordinate liens on the Texas ranch properties. Accordingly, allowing the Reorganized Debtors to maximize production from its mineral properties and thereby maximize revenues is necessary to allow the Reorganized Debtors to perform the Plan and make all the payments required by the Plan which include expenses to protect the Oregon Ranches and to pay the Plan Agent for directing the sale of the ranches among other things..

15. The Plan does not directly address releases of liens in the circumstances presented through this Motion. However, Section 1142(b) of the Bankruptcy Code, which addresses implementation of a confirmed plan, provides that the "court may direct . . . any . . . necessary party to execute or deliver . . . any instrument required to effect a transfer of property dealt with by a confirmed plan" Section 5.11.2 of the Plan provides that all "Oil and Gas Leases . . . are retained under the Plan and vest in the respective Reorganized Debtor subject to all burdens, claims, liabilities, and obligations thereunder, except as otherwise modified by this Plan for any of the foregoing . . .". Accordingly, in the absence of any default under the Plan, pursuant to Section

1142(b) this Court may issue an order directing Prosperity to execute a partial release of lien with respect to the Properties which are the subject of the Oxy Assignment and provide that Prosperity is not entitled to consideration for such release consistent with the Plan's payment scheme of satisfying Prosperity's secured claim through the sale of the ranches in the absence of a Plan default.

WHEREFORE, the Reorganized Debtors request that this Court enter an order interpreting and enforcing the Plan as set forth herein and directing that Prosperity execute a partial release of lien limited to the Properties to be sold through the Oxy Assignment without requiring payment of any of the proceeds from the sale to Prosperity and grant such other and further relief to the Debtors at law or in equity that the Court deems just.

Dated: February 3, 2026.

Respectfully submitted,

/s/ J. Mark Chevallier

J. Mark Chevallier

State Bar No. 04189170

Bryan L. Rochelle

State Bar No. 24107979

ROCHELLE McCULLOUGH, LLP

901 Main Street, Suite 3200

Dallas, Texas 75202

Telephone: (214) 953-0182

Facsimile: (888) 467-5979

Email: mchevallier@romclaw.com

Email: bryan.rochelle@romclaw.com

**COUNSEL FOR REORGANIZED
DEBTORS**

CERTIFICATE OF SERVICE

The undersigned hereby certify that, on November 13, 2025, a copy of the foregoing Notice was electronically filed in this case with the Clerk of the United States Bankruptcy Court by using the CM/ECF system and a copy was served on the parties who receive notice via the Court's ECF notification system in this case.

/s/ J. Mark Chevallier
J. Mark Chevallier

CERTIFICATE OF CONFERENCE

The undersigned hereby certifies that he has conferred with counsel for Prosperity Bank regarding the relief requested in this Motion on multiple occasions and no agreement could be reached. Prosperity Bank opposes the Motion.

/s/ J. Mark Chevallier
J. Mark Chevallier

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF TEXAS §

§

COUNTY OF ECTOR §

§

This Assignment of Oil and Gas Lease (“**Assignment**”) is effective as January 15, 2026, at 7:00 a.m. Central Time (the “**Effective Time**”), and is from O’Ryan Family Limited Partnership, whose address is P.O. Box 14821, Odessa, TX 79768 (“**Assignor**”) to Occidental Petroleum Ltd., whose address is 5 Greenway Plaza, Suite 110, Houston, TX 77046 (“**Assignee**”). Assignor and Assignee are collectively referred to herein as the “**Parties**” and sometimes individually referred to herein as a “**Party**.”

1. ASSIGNMENT

Section 1.1 Assignment. For ten dollars and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, effective as of the Effective Time, Assignor **GRANTS, BARGAINS, SELLS, ASSIGNS, AND CONVEYS** to Assignee and its successors and assigns, all of Assignor’s right, title, and interest in and to the following, subject to the reservation of the ORRI and the Excluded Assets (collectively, the **“Properties”**):

- (a) The oil, gas and mineral leases set forth on Exhibit “A” attached hereto and made a part hereof (including, as applicable, any ratifications, amendments, and renewals or other extensions thereof, whether or not described on Exhibit “A”), but only to the extent attributable to the lands and depths specifically set forth on Exhibit “A” with respect to such leases (each a ***“Lease”***, and collectively, the ***“Leases”***); and
- (b) all rights, privileges, benefits and powers with respect to use and occupancy of the surface and subsurface depths under the surface covered by the Leases which are necessary or incidental to possession and enjoyment of the Leases, including, to the extent assignable, all easements, rights-of-way, permits, leases, licenses, servitudes, access agreements, surface use agreements or other similar interests with respect to ingress, egress or access to the extent they relate to or affect the Properties; and
- (c) the oil, gas, condensate, casinghead gas, plant products, and other hydrocarbons, whether liquid or gaseous, in, on, or under or that are produced from or attributable to the interest

in the Leases to be conveyed from Assignor to Assignee pursuant to this Assignment (collectively, the “Hydrocarbons”), together with all proceeds from or of such Hydrocarbons.

Section 1.2 Overriding Royalty Interest. Assignor expressly reserves unto itself, its successors and assigns, an overriding royalty in all oil and gas produced and saved from the portion of the Lease assigned hereby, being equal to the positive difference, if any, between twenty five percent (25%) and the total of all royalties, overriding royalties, production payments and similar burdens created and existing as of the Effective Time (the “**ORRI**”). Any overriding royalty reserved and owned by Assignor hereunder shall be free of all costs of exploring, drilling, operating, testing, completing, and operating, which includes but is not limited to the cost of gathering, treating, processing, transporting, and marketing the oil and gas which is produced, sold or made ready to sell, Leases. The ORRI shall bear its ratable portion of applicable ad valorem and severance taxes. The ORRI shall be proportionately reduced if the Leases cover less than the full mineral interest in the lands covered thereby and/or this Assignment does not convey the full leasehold rights in the Leases. The reservation of the ORRI shall not imply any leasehold preservation, drilling or development obligation on the part of Assignee.

Section 1.3 Excluded Assets. Notwithstanding anything in this Assignment to the contrary, the “Properties” shall not include, and Assignor expressly excludes and reserves from this Assignment, any right, title, or interest of Assignor in the assets and other matters set forth on Exhibit “B” attached hereto.

Section 1.4 Assumed and Retained Obligations. Assignee hereby assumes and shall be responsible for all obligations, commitments and liabilities arising from or relating to the ownership, operation and use of the Properties, less and except the Excluded Assets, to the extent arising from and after the Effective Time (the “*Assumed Liabilities*”). Assignor hereby retains and shall be responsible for (i) all obligations, commitments and liabilities arising from, relating to or connected with, the ownership, operation and use of the Properties to the extent attributable to the period of time prior to the Effective Time, and (ii) all obligations, commitments and liabilities arising from, relating to or connected with, the ownership, operation and use of the Excluded Assets, whether attributable to the period of time before or after the Effective Time (the “*Retained Liabilities*”).

Section 1.5 Special Warranty of Title. Assignor (for itself and its heirs, successors and assigns, as applicable) forever warrants and agrees to defend title to the Properties unto Assignee, its successors and assigns, against all claims of any person or entity claiming or to claim the same or any part thereof by, through or under Assignor or its affiliates. This conveyance of the Properties is not a mere quitclaim, but is an actual conveyance of an interest in the real property among the Properties. Reference is made to the public records of the applicable county and state for the nature and extent of Assignor’s interest. The Parties acknowledge and agree that the foregoing warranty shall constitute and be considered a special warranty of title, by through and under Assignor under the applicable law of the State of Texas.

Section 1.6 Certain Representations. Assignor hereby represents and warrants to Assignee that:

- (a) Assignor has all required authority to execute and deliver this Assignment and perform its obligations hereunder, and this Assignment constitutes a valid and binding obligation of Assignor enforceable against it in accordance with its terms.
- (b) There are no contracts or agreements of Assignor or its affiliates relating to the Properties.
- (c) No person has any call, option to purchase or similar right with respect to the production from Properties. Assignor is not obligated, under a take-or-pay or similar arrangement, to deliver hydrocarbons from the Properties at some future time without then or thereafter receiving full payment for such hydrocarbons, or make payment at some time for hydrocarbons already produced and sold from the Properties.
- (d) The Properties are not subject to any area of mutual interest obligations or non-competition restrictions or other similar restrictions on doing business with respect to the Properties, or burdened by any abnormal or inordinate obligation, including abnormal or inordinate capital or investment requirement.
- (e) There are no preferential rights to purchase applicable to the Properties and there are no consents to assignment required for the Properties that it is assigning to Assignee.
- (f) There is no suit, action, demand, proceeding, lawsuit or other litigation pending or threatened against Assignor with respect to the Properties.
- (g) Assignor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of U.S. income taxation.
- (h) There are no bankruptcy, reorganization or receivership proceedings pending against, being contemplated by or threatened against Assignor or any of its affiliates.
- (i) Assignor owns the Properties free and clear of any liens, mortgages, deeds of trust, or security interests.

2. DISCLAIMERS

Section 2.1 No Other Representations. EXCEPT AS EXPRESSLY PROVIDED IN **SECTIONS 1.4** AND **1.5**, NO PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY TYPE IN THIS ASSIGNMENT, ORAL OR WRITTEN, WHETHER EXPRESS, STATUTORY, OR IMPLIED.

Section 2.2 Conspicuousness. Each of Assignor and Assignee specifically acknowledges and agrees that it has read this Assignment and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Assignment. Each Party hereto further

agrees that it will not contest the validity or enforceability of any such provisions of this Assignment on the basis that the Party had no notice or knowledge of such provisions or that such provisions are not “conspicuous”. The Parties expressly hereby acknowledge and agree that the provisions contained in this Assignment that are set out in “**bold**” or in “ALL CAPS” satisfy the requirement of the “express negligence rule” and any other requirement at law or in equity that provisions contained in a contract be conspicuously marked or highlighted.

3. INDEMNITIES

Section 3.1 Assignor’s Indemnity. Assignor shall release, indemnify, defend and hold Assignee, its affiliates, and their respective partners, officers, directors, employees and agents harmless from and against any damages, demands, claims, losses, costs, liabilities, awards, judgments of any and every nature (including the reasonable attorneys’ fees and expenses) (collectively, “**Claims**”) that are caused by, arise out of, or relate to (a) personal injury, property damage, fines or penalties but only to the extent that the events giving rise to such Claims occurred prior to the Effective Time, (b) any Retained Liabilities, including the payment or failure to pay royalties or other lease burdens, property taxes, or severance taxes, in each case, to the extent attributable to the Properties for periods prior to the Effective Time, or (c) any breach of Section 1.5 or Section 1.6.

Section 3.2 Assignee’s Indemnity. Assignee shall release, indemnify, defend and hold Assignor, its affiliates, and their respective partners, officers, directors, employees and agents harmless from and against any Claims that are caused by, arise out of, or relate to (a) personal injury, property damage, fines or penalties but only to the extent that the events giving rise to such Claims occurred after the Effective Time, or (b) any Assumed Liabilities, including the payment or failure to pay royalties or other lease burdens, property taxes, or severance taxes, in each case, to the extent attributable to the Properties for periods after the Effective Time. Notwithstanding the foregoing, Assignee’s indemnity obligations shall not operate to relieve Assignor of responsibility or liability for its gross negligence or willful misconduct.

Section 3.3 Waiver of Consequential Losses. NOTWITHSTANDING ANY TERM OR PROVISION OF THIS ASSIGNMENT TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY TO THIS ASSIGNMENT BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, EXCEPT TO THE EXTENT ANY PARTY WAS REQUIRED TO PAY SUCH DAMAGES TO A THIRD PARTY IN CONNECTION WITH A CLAIM, IN WHICH EVENT SUCH DAMAGES SHALL BE RECOVERABLE HEREUNDER.

4. MISCELLANEOUS

Section 4.1 Further Assurances. At any time or from time to time, and in addition to the express obligations of Assignor as set forth herein, Assignor and Assignee shall execute and deliver, or cause to be executed and delivered, all additional assignments, consents, endorsements, documents, transfer orders and instruments and take or cause to be taken all actions that may be necessary to vest or to confirm title to the Properties in Assignee and otherwise to carry out the intent and purpose of this Assignment.

Section 4.2 Severability; Construction. The invalidity of any one or more provisions of this Assignment shall not affect the validity of this Assignment as a whole, and in case of any such invalidity, this Assignment shall be construed as if the invalid provision had not been included herein. The Parties will treat the words “include,” “includes” and “including” as if followed by “without limitation.” Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words “this Assignment,” “herein,” “hereof,” “hereby,” “hereunder” and words of similar import refer to this Assignment as a whole.

Section 4.3 Governing Law; Venue. This Assignment and the rights of the Parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any conflicts of law principles that would cause the laws of another jurisdiction to apply. Assignor and Assignee consent to personal jurisdiction in any federal or state court located in Montgomery County, Texas with respect to any dispute related to this Assignment or the transactions described herein, and also agree that any action or claim brought by either party hereto to the other party hereto with respect to such a dispute shall be brought in any federal or state court in Montgomery County, Texas.

Section 4.4 WAIVER OF RIGHT TO JURY TRIAL: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS ASSIGNMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS ASSIGNMENT AND THE RELATIONSHIP THAT IS BEING ESTABLISHED. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS ASSIGNMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH PARTY HAS ALREADY RELIED ON THE WAIVER IN ENTERING INTO THIS ASSIGNMENT AND THAT EACH PARTY WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH PARTY FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS ASSIGNMENT OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE CONVEYANCE CONTEMPLATED HEREBY. IN THE EVENT OF LITIGATION, THIS ASSIGNMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Section 4.5 Entire Agreement; Amendments. This Assignment, together with the Exhibits attached hereto, constitutes the entire, complete and exclusive agreement and understanding of the Parties in respect of the subject matter hereof and thereof and expressly

supersede all prior understandings, agreements, or representations by or among the Parties, written or oral, with respect thereto. No amendment or modification of any provision of this Assignment will be valid, unless the same is in writing and signed by Assignor and Assignee.

Section 4.6 Successors and Assigns. This Assignment shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns.

Section 4.7 Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which shall constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Assignment on the date shown below but effective as of the Effective Time.

ASSIGNOR:

O’Ryan Family Limited Partnership

By: _____

Name:

Title:

Date: _____, _____, 2026

STATE OF TEXAS §

§

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the _____ day of _____, 2026, by _____, _____ of O’RYAN FAMILY LIMITED PARTNERSHIP, a Texas limited partnership.

Notary Public, State of _____

My commission expires: _____

IN WITNESS WHEREOF, the Parties have executed this Assignment on the date shown below but effective as of the Effective Time.

ASSIGNEE:

OCCIDENTAL PETROLEUM LTD

By: _____

Name: Mathew C. Cotter

Title: Attorney-in-Fact

Date: _____, _____, 2026

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, _____, 2026, by
_____, _____ of _____, on behalf of said entity.

Notary Public, State of Texas

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN
PARTIAL ASSIGNMENT OF OIL AND GAS LEASE BY AND BETWEEN RODEO
MIDLAND BASIN, LLC AS ASSIGNOR, AND HANNATHON PETROLEUM, AS
ASSIGNEE

THE PROPERTY

1. Lessor: J. L. Johnson, Sr., Ind. And as Ind. Exec.
Lessee: The Prairie Oil & Gas Co.
Dated: 3/22/1928
Recorded: Volume 25, Page 585, Deed Records of Ector County, Texas and

Lands: INSOFAR AND ONLY INSOFAR as to the 120.00 acres, being the
E/2 of the SW/4 & the SW/4 of the SW/4 of Section 11, Block 43,
T-2S, T&P RR Co. Survey, Ector County, Texas, limited to those
depths below the top of the Clearfork formation, identified at 5,620
feet subsurface in Pan American's E.F. Cowden Well No. 68-B,
containing 120.00 acres, more or less.

EXHIBIT “B”

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT OF OIL AND GAS LEASE BY AND BETWEEN RODEO MIDLAND
BASIN, LLC., AS ASSIGNOR, AND HANNATHON PETROLEUM AS ASSIGNEE

EXCLUDED ASSETS

1. All depths covered by the Lease except for the depths expressly described on Exhibit “A”.
2. All wells existing on the Lease as of the Effective Time (the “*Retained Wells*”), including all personal property associated with or used in connection with the Retained Wells, including, but not limited to, casing, tubing, surface equipment, tanks, pipelines, compressors, and all other associated personal property. Assignor also reserves equal and concurrent rights under the terms of the Lease for ingress and egress sufficient to continue to operate, maintain, produce, sell oil, gas, associated liquids, and other hydrocarbon production from, and plug and abandon the Retained Wells.
3. All claims and rights of Assignor or its affiliates to any overpayments or reimbursements, credits, offsets or refunds of costs and expenses (including Taxes and royalties) borne by Assignor or Assignor’s predecessors in interest and title attributable to periods prior to the Effective Time.
4. Assignor’s area-wide bonds, permits and licenses or other permits, licenses or authorizations used in the conduct of Assignor’s business generally.
5. Assignor’s or its affiliates’ right, title or interest with respect to (i) all trade credits, accounts receivables, notes receivables, general intangibles and other receivables (as such terms are defined in the Texas Uniform Commercial Code), (ii) all proceeds, receipts, reimbursements, credits, incomes or revenues, and (iii) all hydrocarbon production, in each case, attributable to the Lease with respect to any period prior to the Effective Time.
6. All rights of Assignor or its affiliates (i) under any policy or agreement of insurance or indemnity, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of property prior to the Effective Time.