

## **Exhibit (3)B**

### **SEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR RIGHT OF WAY, EASEMENT, SURFACE ACCESS AND USE**

THIS SEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR RIGHT OF WAY, EASEMENT, SURFACE ACCESS AND USE (this "SEVENTH AMENDMENT") is made and entered into effective as of the 19<sup>th</sup> day of August, 2021 (the "Seventh Amendment Date") by and between KOHLMAN'S O.K. LIMITED PARTNERSHIP, and GREGORY RAY & JANET RAY, individually, whose address is 21536 State Highway 14, Walden, Colorado 80480 (herein collectively called "Surface Owner") and GONDOLA RESOURCES, LLC and MODIIN ENERGY NPB, LLC, (herein collectively called "Operator"). Operator and Surface Owner may be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, Surface Owner has previously entered into that certain (i) Amended and Restated Agreement For Right of Way, Easement, Surface Use and Access dated May 1, 2016, with SandRidge Exploration and Production, LLC ("SandRidge"); (ii) that certain Amendment to Agreement for Right of Way, Easement, Surface Use and Access dated July 16, 2017, with SandRidge; (iii) that certain Amendment to Agreement for Right of Way, Easement, Surface Use and Access dated August 30, 2017, with SandRidge; (iv) that certain Amendment to Agreement for Right of Way, Easement, Surface Use and Access dated November 1, 2017, with SandRidge; (v) that certain Amendment to Agreement for Right of Way, Easement, Surface Use and Access dated March 1, 2018, with SandRidge; (vi) that certain Amendment to Agreement for Right of Way, Easement, Surface Use and Access dated February 14, 2020, with SandRidge; and (vii) that certain Amendment to Amended and Restated Agreement for Right of Way, Easement, Surface Access & Use dated June 1, 2021 (collectively called the "Original Agreement"); and

WHEREAS, Operator is the successor in interest to EE3, LLC through various purchase agreements (EE3, LLC to SandRidge Exploration and Production LLC, SandRidge Exploration and Production LLC to Gondola Resources LLC & Modiin Energy NPB, LLC), and assignments of assets which are recorded in Jackson County, Colorado and has acquired all of EE3 LLC's and SandRidge's interest in the Agreement; and

WHEREAS, Surface Owner owns the surface estate of Said Land located in Jackson County, Colorado (as described in the Agreement and as shown on attached Exhibit "A"); and,

WHEREAS, in order to comply with recently enacted Rule 803.g.(3) of the Colorado Oil and Gas Conservation Commission, Parties desire to amend the Agreement to state that in the ordinary course of oil and gas operations on Said Lands, Operator may inject or cause to be injected fluids, natural gas and/or other matter intended to increase recovery and production of oil and gas from Said Lands. Such injected fluids may contain E&P Waste (as defined by the Colorado Oil and Gas Commission and industry practices).

The Parties hereto agree and covenant that any subsequent sale or lease of Said Land will be made subject to this Seventh Amendment and the Original Agreement (together hereinafter referred to as the "Full Amended Agreement") and a true and complete copy of the Full Amended Agreement will be made available to any bona fide interested party or successor in interest to either Party.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises and the mutual covenants and agreements of the Parties herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto AGREE AS FOLLOWS:

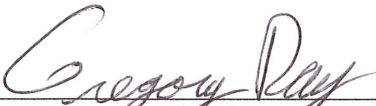
1. Surface Owner agrees that any fluids which Operator may inject into Said Lands for the purpose of further recovery and production of oil and gas may contain E & P Waste (as defined by the Colorado Oil and Gas Commission and industry practices), which includes fluids and/or natural gas which may have been previously produced from oil and gas operations on Said Lands. Any injection of such fluids and/or natural gas will be subject to the Full Amended Agreement and permission to do so by Surface Owner is hereby incorporated into that Full Amended Agreement.

2. This Seventh Amendment shall be binding upon and shall be for the benefit of the Parties hereto, their respective heirs, successors and assigns. Any sale by Surface Owner of its interest in Said Land shall be made subject to the terms and conditions of this Seventh Amendment and the Full Amended Agreement. Except as herein expressly set forth, the Original Agreement remains unchanged.

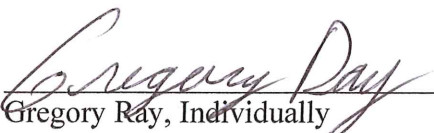
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS, THE DAY AND YEAR FIRST ABOVE WRITTEN TO BE EFFECTIVE AS OF AUGUST 19<sup>th</sup>, 2021.

**"SURFACE OWNER"**

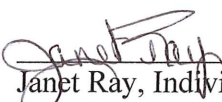
KOHLMAN'S OK LIMITED PARTNERSHIP

  
\_\_\_\_\_  
Gregory Ray, Managing Partner

GREGORY RAY

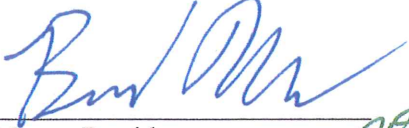
  
\_\_\_\_\_  
Gregory Ray, Individually

JANET RAY

  
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Janet Ray, Individually

**"OPERATOR"**

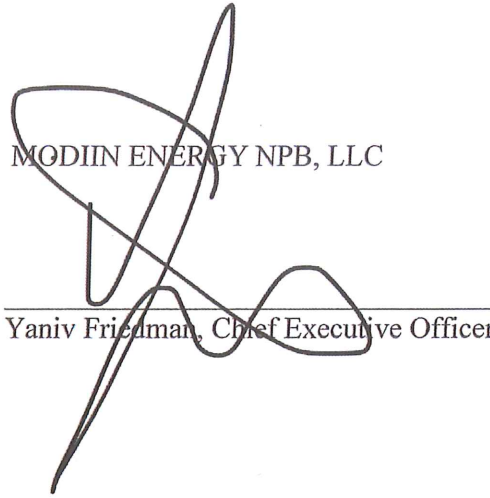
GONDOLA RESOURCES, LLC



Brad Morse, President



MODIIN ENERGY NPB, LLC



Yaniv Friedman, Chief Executive Officer

**EXHIBIT A**

Attached to and made a part of that certain SEVENTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR RIGHT OF WAY, EASEMENT, SURFACE ACCESS AND USE dated August 19<sup>th</sup>, 2021 between KOHLMAN'S O.K. LIMITED PARTNERSHIP, GREGORY RAY, JANET RAY, GONDOLA RESOURCES, LLC and MODIIN ENERGY NPB, LLC

**LEGAL DESCRIPTION OF "SAID LAND"**

**TOWNSHIP 7 NORTH, RANGE 80 WEST OF THE 6<sup>TH</sup> P.M.**

**Section 4: Lot 2, 3, 4, SWNE, W2SE, SESE, SW/4, S2NW**

**Section 5: Lot 1, 2, 3, S2NE, SE/4, E2SW, SENW**

**Section 8: All**

**Section 9: All**

**Section 16: All**

**Section 17: N/2**

**TOWNSHIP 8 NORTH, RANGE 80 WEST OF THE 6<sup>TH</sup> P.M.**

**Section 32: E2SE, SWSE, SESW**

**Section 33: S/2, less and except ROW**