

Execution Version

**PURCHASE
AND SALE AGREEMENT**

between

LEGACY RESERVES OPERATING LP

AS SELLER

and

**AVANT OPERATING, LLC, LEGION PRODUCTION
PARTNERS, LLC, AND DOUBLE CABIN MINERALS, LLC**

AS BUYER

DATED

SEPTEMBER 22, 2023

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “**Agreement**”), dated September 22, 2023 (the “**Execution Date**”), is by and between Legacy Reserves Operating LP, a Delaware limited partnership (“**Seller**”), on the one hand, Avant Operating, LLC, (“**Avant**”), a Delaware limited liability company, Legion Production Partners, LLC, (“**Legion**”), a Delaware limited liability company, and Double Cabin Minerals, LLC, (“**Double Cabin**”), a Texas limited liability company (collectively, “**Buyer**”), on the other. Seller and Buyer may be referred to individually as a “**Party**” or collectively as the “**Parties**.” Capitalized terms used in this Agreement have the meaning given such terms in **Annex I** to this Agreement.

RECITALS

A. Seller is engaged in the ownership and operation of certain assets in Eddy and Lea Counties, New Mexico.

B. Seller desires to sell the Assets, as that term is defined below, and Buyer desires to purchase the Assets.

C. Buyer and Seller wish to accomplish the foregoing, all pursuant to the terms of this Agreement.

AGREEMENT

In consideration of the mutual promises, covenants and warranties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

ARTICLE I PURCHASE AND SALE

1.1 Purchase and Sale. Seller agrees to sell, and Buyer agrees to purchase the Assets from Seller and assume the Assumed Liabilities, pursuant to the terms of this Agreement, at the Closing.

1.2 The Assets. As used herein, the term “**Assets**” refers to all of Seller’s, and Seller’s Affiliates’, right, title and interest in and to the following, all of which are related to or located in Eddy and Lea Counties, New Mexico, other than the Excluded Assets:

(a) The oil, gas, and mineral leases, subleases and other leaseholds rights (including overriding royalty interests and net profits interests), operating rights, and any contractual rights to production relating thereto that described in **Exhibit A** (collectively, the “**Leases**”), together with each and every kind and character of right, title, claim, and interest that Seller has in and to the Leases, the lands covered thereby, or the lands pooled, unitized or communitized therewith (collectively, the “**Lands**”), and the leasehold estates created by the Leases, including all other right, title and interest of Seller in and to the Leases and the Lands;

(b) The oil, gas, water, monitoring, disposal or injection wells located on the Lands whether producing, operating, plugged, permanently abandoned, shut-in or temporarily abandoned, including the wells described in Exhibit B (collectively, the “**Wells**”), and the pipelines and facilities associated or used in connection with the Wells, including production units, flow lines and compression facilities, and all real property, tangible personal property, equipment, fixtures, improvements, permits, rights-of-way, easements, servitudes and other rights to use the surface or subsurface (including those rights-of-way, surface or subsurface use agreements, surface leases, easements and servitudes described in Exhibit C) (collectively, the “**ROWS**”), in each case used or held for use in connection with the exploration, development, production, gathering, treatment, handling, processing, storing, transporting, sale or disposal of Hydrocarbons or water produced from or attributable to the Leases, including all equipment installed on the Leases, the Lands or the Wells as of the Effective Time;

(c) All rights, obligations and interests in any unit or pooled area in which the Leases or Lands are included, to the extent that these rights, obligations and interests arise from and are associated with the Leases or Wells, including without limitation, all rights and obligations derived from any unitization, pooling, operating, communitization or other agreement or from any declaration or order of any Governmental Authority (together with the Leases, the Lands, the ROWS, the Fee Mineral Interests, the Royalty Interests, and the Wells, the “**Properties**”);

(d) All Hydrocarbons in, on, under or produced from or attributable to the Properties at and after the Effective Time, and the proceeds thereof, and all Hydrocarbon inventories from or attributable to the Properties that are in storage as of the Effective Time;

(e) To the extent transferable without the payment of fees or consideration or other penalties (unless Buyer agrees to pay all such fees, consideration and/or penalties) and except for Excluded Assets, all geological and geophysical data (including all seismic data, as well as reprocessed data), logs, maps and engineering data and reports related to the Wells;

(f) All existing and effective operating agreements, facilities agreements, balancing agreements, farmout agreements and any other contracts or legally binding arrangements, as they relate to the Properties, including the agreements described in Exhibit D, but excluding any Leases or ROWs (the “**Contracts**”);

(g) The tangible personal property, fixtures, improvements, equipment, materials and inventory used on or associated with or held for use in connection with the ownership, operation or development of the Properties that are physically located within the Contract Area as of the Execution Date, including but not limited to those items identified on Exhibit E (the “**Inventory**”);

(h) Subject to Section 14.3, and to the extent related to the Properties and not constituting Excluded Records, all records, files, maps, information and data, whether written or electronically stored, relating to the other Assets in the possession of Seller or its Affiliates, including (i) land and title records (including abstracts of title, title opinions and title curative documents); (ii) Contract files; (iii) operations, environmental, production and accounting records;

(iv) production, facility and well records and data; and (v) Asset Tax records (whether originals or photocopies) (the “**Records**”);

(i) All surface fee interests, easements, permits, licenses, servitudes, rights-of-way, surface leases, surface use agreements, subsurface use agreements, and other surface rights and authorizations by any Governmental Authority appurtenant to, or used or held for use in connection with, the Properties, but in each case only to the extent applicable to the Properties and not the Excluded Assets;

(j) All surface estates located within the Contract Area, including those described on **Exhibit P** (the “**Fee Surface Interests**”) and any and all field offices and yards located within the Contract Area, including those described on **Exhibit L** (the “**Field Offices**”), along with all phones, office supplies, furniture, hardware, fixtures, equipment and related personal effects located in the Field Offices;

(k) The trucks, cars, rolling stock and other vehicles described on **Schedule 8.3(d)**;

(l) Any and all (i) mineral interests (including royalty interests, non-participating royalty interests, and non-executive mineral interests), and (ii) overriding royalty interests and net profits interests, in each case, located in or attributable to the Contract Area (including, without limitation, those described in **Exhibit F**) (the “**Fee Mineral Interests**”) including all rights and obligations pertaining to the Fee Mineral Interests under any of the Contracts;

(m) all (i) trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable and other receivables and general intangibles, attributable to the Assets with respect to periods of time from and after the Effective Time, (ii) rights and obligations relating to any Imbalance Volumes, to the extent the Purchase Price was adjusted with respect thereto, (iii) accounts receivable and other proceeds attributable to Seller’s inventories of merchantable Hydrocarbons produced from or attributable to the Properties that are in storage in tanks as of the Effective Time to the extent the Purchase Price was increased with respect thereto under **Section 2.3(b)(2)**, and (iv) linefill; and

(n) All rights, claims and causes of action (including any indemnity rights, insurance rights, and proceeds related thereto) to the extent attributable to the Assets described in this **Section 1.2** insofar as such rights, claims and causes of action arise on or after the Effective Time or relate to any Assumed Liabilities.

1.3 **Excluded Assets.** The Assets do not include, and there is hereby expressly reserved to Seller, the following assets and properties (the “**Excluded Assets**”):

(a) All rights, claims and causes of action whether arising before, on or after the Effective Time, to the extent such rights, claims and causes of action relate to any of Seller’s cure, remediation or indemnity obligations under this Agreement except, in each case, to the extent such items arise from, or by their terms cover, Assumed Liabilities or are otherwise allocated to Buyer under the other provisions of this Agreement;

(b) Subject to Section 2.3, any accounts receivable, trade accounts or any other receivables attributable to the Assets accruing or attributable to the period before the Effective Time;

(c) All contracts of insurance or indemnity, except, in each case, to the extent such items arise from, or by their terms cover, Assumed Liabilities or are otherwise allocated to Buyer under the other provisions of this Agreement;

(d) Subject to Section 2.3, all Hydrocarbons from or attributable to the Assets with respect to all periods prior to the Effective Time, and all proceeds attributable thereto, except to the extent the Purchase Price is increased to account for such Hydrocarbons or proceeds;

(e) All claims for refunds of Seller Taxes;

(f) All vehicles and trailers not listed on Schedule 8.3(d);

(g) The Excluded Records; and

(h) Those assets and properties described on Schedule 1.3(i).

1.4 Effective Time. The purchase and sale of the Assets shall be effective as of June 1, 2023, at 12:01 a.m. Central Daylight Time (the "*Effective Time*").

ARTICLE II PURCHASE PRICE

2.1 Purchase Price; Deposit; Closing Amount.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[illegible]

[REDACTED]

[REDACTED]

**ARTICLE III
BUYER'S INSPECTION; DISCLAIMERS**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



**ARTICLE IV
TITLE MATTERS**



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

ARTICLE V ENVIRONMENTAL MATTERS

5.1 Environmental Procedures.

(a) If Buyer elects to conduct an Environmental Assessment, Buyer shall employ a third-Person environmental consultant selected by Buyer (the “*Environmental Consultant*”) to determine the existence of any Environmental Defects and the associated Remediation Costs.

(b) If the Environmental Consultant identifies, and Buyer claims, one or more Environmental Defects, Buyer may deliver to Seller one or more Environmental Defect Notices. Buyer must deliver all Environmental Defect Notices no later than the Defect Notice Date. An Environmental Defect Notice (x) must (1) identify the affected Asset; (2) reasonably describe the condition in, on or under the Asset that constitutes, causes or contributes to the Environmental Defect, (3) state the estimated Remediation Cost, and (4) provide reasonable documentation of the Environmental Consultant's good faith written estimates of the Remediation Costs and describe in reasonable detail the Remediation Buyer proposes for cure of the alleged Environmental Defect. De minimis failures by Buyer to strictly comply with the notice requirements stated above shall not operate to waive or otherwise limit Buyer's right to claim such Environmental Defect or avail itself of the remedies for such Environmental Defect provided in this Agreement.

(c) If the Remediation Cost of any Environmental Defect is less than the Environmental Defect Threshold, then the alleged condition is not an Environmental Defect and shall be waived for all purposes by Buyer. If Buyer delivers an Environmental Defect Notice to Seller and the Remediation Costs, in the aggregate, together with the Title Defect Values of all Asserted Title Defects, exceed the Defect Deductible, and subject to Seller's and Buyer's rights to terminate this Agreement under Section 11.1(e), and further subject to Seller's right to contest the existence of the Environmental Defect and/or the amount of the Remediation Costs in accordance with Section 5.2, Seller may elect on or before Closing one of the following options with respect to each Environmental Defect so identified: (1) Remediate the Environmental Defect to Buyer's reasonable satisfaction on or before Closing; (2) convey the affected Assets and adjust the Purchase Price, with the amount of the total adjustment being equal to Buyer's estimate of the Remediation Cost for all Environmental Defects applicable to affected Assets Seller chooses to transfer (with such amount being the "***Environmental Defect Adjustment***"); or (3) exclude the affected Assets and attempt to Remediate the Environmental Defect to Buyer's reasonable satisfaction, which Remediation must occur no later than ninety (90) calendar days after the Closing Date.

(d) Closing; Post-Closing Remediation.

(1) Actions to be taken at Closing.

(i) If Seller disputes the existence of an Environmental Defect and/or the amount of the Remediation Costs, then Closing shall occur, the Purchase Price shall be adjusted in the amount of the Allocated Value of the affected Asset (the "***Excluded Disputed Remediation Asset Adjustment***"), and the affected Asset shall be retained by Seller at Closing and the Parties shall proceed under Section 5.2.

(ii) If Seller elects to Remediate the applicable Environmental Defect post-Closing, then Closing shall occur, the Purchase Price shall be adjusted in the amount of the Allocated Value of the affected Asset (the "***Excluded Post-Close Remediation Asset Adjustment***", together with the Excluded Disputed Remediation Asset Adjustment, the "***Excluded Remediation Asset Adjustment***"), the affected Asset shall be retained by Seller at Closing, and the Parties shall proceed under clause (2) below.

(2) Actions to be taken after Closing.

(i) If Seller elects to Remediate the applicable Environmental Defect post-Closing, and does Remediate the applicable Environmental Defect to Buyer's reasonable satisfaction within ninety (90) calendar days after the Closing Date, then the affected Asset shall be conveyed to Buyer and the Allocated Value applicable to such affected Asset shall be paid to Seller.

(ii) If Seller elects to Remediate the applicable Environmental Defect post-Closing, but does not Remediate the applicable Environmental Defect to Buyer's reasonable satisfaction within ninety (90) calendar days after the Closing Date, then following Seller's receipt of notice from the Buyer of such failure to Remediate and (A) Seller and Buyer's agreement upon the existence of the Environmental Defect and the then-applicable Remediation Costs, which may be (at Buyer's sole discretion) redetermined only once after Seller's attempt to Remediate such Environmental Defect (which redetermined amount may be higher or lower than the original Remediation Costs), or (B) resolution of any Dispute regarding the existence of an Environmental Defect, or the then-applicable Remediation Costs thereof, by dispute resolution in accordance with Section 5.2, is resolved partially or wholly in Buyer's favor, then, Seller, at its sole option, may: (x) exclude the affected Asset from this Agreement; or (y) elect to convey the affected Asset, in which case Seller shall pay Buyer an amount equal to the agreed-upon or finally-determined then-applicable Remediation Costs, net the difference between such agreed upon or finally determined Remediation Costs and the applicable Allocated Value of such affected Asset.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]



5.4 Physical Condition of the Assets.

(a) BUYER'S ACKNOWLEDGMENT OF USE OF THE ASSETS. BUYER ACKNOWLEDGES THAT THE ASSETS HAVE BEEN USED FOR THE EXPLORATION, DEVELOPMENT, PRODUCTION, TREATING, PROCESSING AND TRANSPORTATION OF HYDROCARBONS AND POSSIBLY FOR THE STORAGE AND DISPOSAL OF HYDROCARBONS, PRODUCED WATER, PFAS, HAZARDOUS SUBSTANCES OR OTHER SUBSTANCES RELATED TO OIL FIELD OPERATIONS. PHYSICAL CHANGES IN, ON OR UNDER THE ASSETS OR ADJACENT LANDS MAY HAVE OCCURRED AS A RESULT OF

SUCH USES. THE ASSETS ALSO MAY CONTAIN PREVIOUSLY PLUGGED AND ABANDONED WELLS, BURIED PIPELINES, STORAGE TANKS AND OTHER EQUIPMENT, WHETHER OR NOT OF A SIMILAR NATURE, THE LOCATIONS OF WHICH MAY NOT NOW BE KNOWN BY SELLER OR BE READILY APPARENT BY A PHYSICAL INSPECTION OF THE ASSETS.

(b) ASBESTOS AND NORM. BUYER ACKNOWLEDGES THAT SOME OIL FIELD PRODUCTION EQUIPMENT INCLUDED IN OR LOCATED ON THE ASSETS MAY CONTAIN ASBESTOS AND NORM. IN THIS REGARD, BUYER EXPRESSLY UNDERSTANDS THAT NORM MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF WELLS (INCLUDING THE WELLS), MATERIALS AND EQUIPMENT AS SCALE OR IN OTHER FORMS, AND THAT WELLS (INCLUDING THE WELLS), MATERIALS AND EQUIPMENT LOCATED ON THE ASSETS DESCRIBED HEREIN MAY CONTAIN NORM. BUYER ALSO EXPRESSLY UNDERSTANDS THAT SPECIAL PROCEDURES MAY BE REQUIRED FOR THE REMOVAL AND DISPOSAL OF ASBESTOS AND/OR NORM, FROM THE ASSETS WHERE ANY MAY BE FOUND. BUYER ACKNOWLEDGES THAT NO ENVIRONMENTAL DEFECT MAY BE RAISED FOR NORM AND/OR ASBESTOS.

(c) SUBJECT TO, AND WITHOUT LIMITATION OF, BUYER'S RIGHTS WITH RESPECT TO ANY BREACH OF SELLER'S REPRESENTATIONS OR WARRANTIES SET FORTH IN SECTION 6.8, FROM AND AFTER CLOSING BUYER RELEASES THE SELLER INDEMNIFIED PARTIES FROM AND SHALL FULLY PROTECT, DEFEND, INDEMNIFY AND HOLD THE SELLER INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, PENALTIES, OR FINES RELATING TO, ARISING OUT OF OR CONNECTED WITH, DIRECTLY OR INDIRECTLY, THE ASSESSMENT, EXISTENCE, REMEDIATION, REMOVAL, TRANSPORTATION AND DISPOSAL OF ASBESTOS AND NORM ASSOCIATED WITH THE PROPERTIES, NO MATTER WHETHER ARISING BEFORE, ON OR AFTER THE EFFECTIVE TIME AND REGARDLESS OF FAULT OF SELLER AND/OR ITS PREDECESSORS IN INTEREST.

(d) Additional Environmental Matters. Buyer acknowledges those matters set forth on Schedule 6.8 and agrees that such matters shall upon Closing be Assumed Environmental Liabilities and cannot be asserted as Environmental Defects.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF SELLER

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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**ARTICLE VII
BUYER'S REPRESENTATIONS**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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ARTICLE VIII COVENANTS AND AGREEMENTS

[REDACTED]

[REDACTED]

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**ARTICLE IX
TAX MATTERS**

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

**ARTICLE X
CONDITIONS PRECEDENT TO CLOSING**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE XI
RIGHT OF TERMINATION AND ABANDONMENT**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE XII
CLOSING**

12.1 Time, Place, and Date of Closing.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE XIII
POST-CLOSING OBLIGATIONS AND COVENANTS**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13.6 Government Filings. Following Closing, Buyer shall in a timely manner (a) obtain all Customary Post-Closing Consents and make all required filings, if any, with and prepare applications to and conduct negotiations with, each Governmental Authority as to which such filings, applications or negotiations are necessary or appropriate in the consummation of the transactions contemplated in this Agreement (including the transfer of operatorship, where applicable) and (b) provide such information as each may request to make such filings, prepare such applications and conduct such negotiations. Reasonably promptly following Closing, Buyer shall deliver all required change of operator and similar notices required by Laws of any Governmental Authorities, and on and after Closing shall comply with all applicable Laws and regulations with respect to such notices and shall meet all requirements of any Governmental Authorities to become an operator. Seller shall cooperate with and use all commercially reasonable efforts to assist Buyer with respect to such filings, applications and negotiations, *provided, however*, that neither Seller nor its Affiliates shall be obligated to pay any amounts or incur any expense or obligation with regard to same. Buyer shall keep Seller informed as to its efforts and promptly provide Seller with copies of all such filings and approvals.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE XIV ASSUMPTION AND RETENTION OF LIABILITIES; INDEMNIFICATION

14.1 Buyer's Assumption of Liabilities and Losses. Without limiting the indemnity provisions set forth in Sections 14.3 and 14.4, at Closing, the entities comprising Buyer shall pay, perform, fulfill and discharge each entity's proportionate share of all Losses as set forth on Schedule 14.1 with respect to the Assets, regardless of whether such Losses arose prior to, on or after the Effective Time (unless otherwise specified), including, but not limited to, Losses arising out of or related in any manner to (a) the Assumed Environmental Liabilities, (b) the administration and payment of the Suspended Revenues, (c) the use, ownership, development, exploration, operation or maintenance of the Assets or the production, transportation, processing and marketing of Hydrocarbons from the Assets, including the payment of Property Expenses,

which payment is excluding, however, any adjustments to the Purchase Price under Section 2.3 or 15.1, (d) the payment of Asset Taxes, (e) the payment of Burdens on the Assets and all other obligations applicable to or imposed upon the lessee, owner, or operator under the Leases, ROWs, Pipeline ROWs, and Contracts, or as required by any applicable Law, (f) all plugging and abandonment obligations, (g) obligations with respect to Imbalance Volumes and/or to settle Imbalance Volumes, and the make-up and balancing obligations for gas from the Wells in accordance with applicable Contracts, Leases, oil sales agreements, and Laws, and (h) Transferred Employees upon and after such employees are employed by Buyer ((a) through (h) are, collectively, the “**Assumed Liabilities**”); *provided, however*, that the Assumed Liabilities shall not include, and Buyer does not assume, any Losses of Seller to the extent that they are Retained Liabilities; *provided, further*, nothing in this Section 14.1 shall limit or otherwise affect Buyer’s rights under Section 14.4 or the R&W Insurance Policy. By assuming any liabilities or obligations in this Section 14.1, Seller and Buyer do not intend to, and are not deemed to have admitted to any third Person, any liability. The representations, warranties, covenants and performance obligations of Buyer in this Agreement and the Transaction Documents, and all covenants, assumptions and indemnities set forth in Section 14.4(b) shall survive the Closing and remain in full force and effect for a period of two (2) years from and after the Closing.

14.2 Seller’s Retention of Liabilities and Losses. Without limiting the indemnity provisions set forth in Sections 14.3 and 14.4, Seller shall retain and shall pay, perform, fulfill and discharge all Losses relating to the following (collectively, the “**Retained Liabilities**”):

- (i) the Excluded Assets;
- (ii) Seller Taxes;
- (iii) all liabilities or obligations in connection with current or former employees of Seller to the extent relating to any period of employment with Seller or its Affiliates;
- (iv) any personal injury or death attributable to or arising out of the ownership or operation of the Assets prior to the Closing Date;
- (v) criminal sanctions imposed a result of any pre-Closing violation of Laws (including Environmental Laws) by Seller or any of its Affiliates with respect to the Assets;
- (vi) all indebtedness with respect to the Assets under any indenture, mortgage, loan, credit, hedging or sale-leaseback, guaranty of any obligation, bonds, letters of credit or similar financial Contract, as applicable to the Assets and to which Seller or any Seller Affiliate is a party or the Assets are otherwise bound;
- (vii) Seller’s failure to properly and timely pay all Retained Burdens and related escheat obligations;
- (viii) any joint interest billing or AFE attributable to Seller’s interest in the Assets during the period of time prior to the Effective Time;

[REDACTED]

(x) all Losses arising from Seller's operation of the Assets caused by Seller's or its Affiliates' fraudulent acts, gross negligence or willful misconduct; and

(xi) matters that are caused by, arise out of, or result from the off-site disposal of any Hazardous Substances that were disposed of by Seller or any of its Affiliates, in each case, to the extent that such disposal occurred prior to the Closing Date.

By retaining any liabilities or obligations in this Section 14.2, Seller and Buyer do not intend to, and are not deemed to have, admitted to any third Person any liability.

[REDACTED]



14.4 Indemnification.

(a) Seller's Indemnification of Buyer. Following the Closing and subject to limitations and the survival periods and other limitations set out in Section 14.1 and Section 14.3, Seller shall defend, indemnify, save and hold harmless the Buyer Indemnified Parties, from and against all Losses to the extent caused by, arising out of, or resulting from:

- (1) the breach or inaccuracy of the representations and warranties made by Seller in this Agreement, or in any certificate delivered pursuant to this Agreement;
- (2) the breach of or failure of Seller to perform any covenant or agreements of Seller under this Agreement; and
- (3) all Retained Liabilities.

(b) Buyer's Indemnification of Seller. Following the Closing, Buyer shall severally, but not jointly defend, indemnify, save and hold harmless the Seller Indemnified Parties from and against all Losses to the extent caused by, arising out of or resulting from:

- (1) the Assumed Liabilities;
- (2) the Transfer Taxes payable by Buyer pursuant to Section 9.7;
- (3) any breach or inaccuracy of representations or warranties made by Buyer in this Agreement; and
- (4) any breach of or failure of Buyer to perform any covenants or agreements of Buyer under this Agreement.

(c) Losses. The term “**Losses**” or, in the singular, “**Loss**,” means any and all, direct or indirect, demands, claims, notices of violations, notices of probable violations, filings, investigations, administrative proceedings, actions, causes of action, suits, other legal proceedings, judgments, assessments, damages, deficiencies, taxes, penalties, fines, obligations, responsibilities, liabilities, payments, charges, losses, costs and expenses (including costs and expense of operating the Assets) of any kind or character (whether known or unknown, fixed or unfixed, conditional or unconditional, based on negligence, strict liability or otherwise, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent or other legal theory), including penalties and interest on any amount payable as a result of any of the foregoing, any legal or other costs and expenses incurred in connection with investigating or defending any of the foregoing, and all amounts paid in settlement of any of the foregoing. Without limiting the generality of the foregoing, the term “Losses” specifically includes any and all Losses arising from, attributable to or incurred in connection with any (1) breach of contract; (2) loss or damage to property, injury to or death of Persons, and other tortious injury; and (3) violations of applicable Laws, including Environmental Laws, and any other legal right or duty. Losses for purposes of this Article XIV shall be subject to all limitations set forth in this Agreement, including the limitations set forth in Section 14.5.

14.5 Limitation on Seller’s Indemnity Obligations. With respect to all claims for indemnification made by the Buyer Indemnified Parties, the following limitations shall apply:

(a) Threshold. For Losses that are the subject of a Direct Claim or a Third-Party Claim for indemnification by the Buyer Indemnified Parties pursuant to Section 14.4(a) (other than with respect to Fundamental Representations or for Seller’s indemnity under Section 14.4(a)(3) for Seller Taxes that are not Asset Taxes), neither Seller nor its Affiliates shall have liability for any indemnification until the amount of Losses for any individual claim or series of related claims arising out of any individual occurrence exceeds [REDACTED] (the “**De Minimis Threshold**”).

(b) Deductible. Except with respect to breaches of Fundamental Representations or for Seller’s indemnity under Section 14.4(a)(3) for Seller Taxes that are not Asset Taxes, Seller and its Affiliates shall not have any liability for indemnification for Losses pursuant to Section 14.4(a) until and unless the aggregate amount of all liability for Losses that exceed the De Minimis Threshold exceeds an aggregate deductible amount equal [REDACTED] of the Purchase Price (“**Indemnity Deductible**”), after which point the Buyer Indemnified Parties shall be entitled to claim Losses pursuant to Section 14.4(a) solely for the amount in excess of the Indemnity Deductible, subject to the other limitations set forth in this Agreement.

(c) Cap. Except as provided below, in no event shall Seller and/or its Affiliates’ aggregate liability to indemnify the Buyer Indemnified Parties for Losses under this Agreement exceed [REDACTED] of the Purchase Price. Notwithstanding the foregoing, Seller and/or its Affiliates’ aggregate liability to indemnify the Buyer Indemnified Parties for Losses arising from breaches of the Fundamental Representations, the Special Warranty in the Assignment Documents or Seller’s indemnity under Section 14.4(a)(3) for Seller Taxes that are not Asset Taxes shall not exceed one hundred percent (100%) of the Purchase Price, and Seller’s and/or its Affiliates’

aggregate liability for Losses relating to the Retained Liabilities set forth in Section 14.2(vii) and Section 14.2(viii) shall not exceed the deductible of the R&W Insurance Policy, which shall not exceed [REDACTED]

[REDACTED]

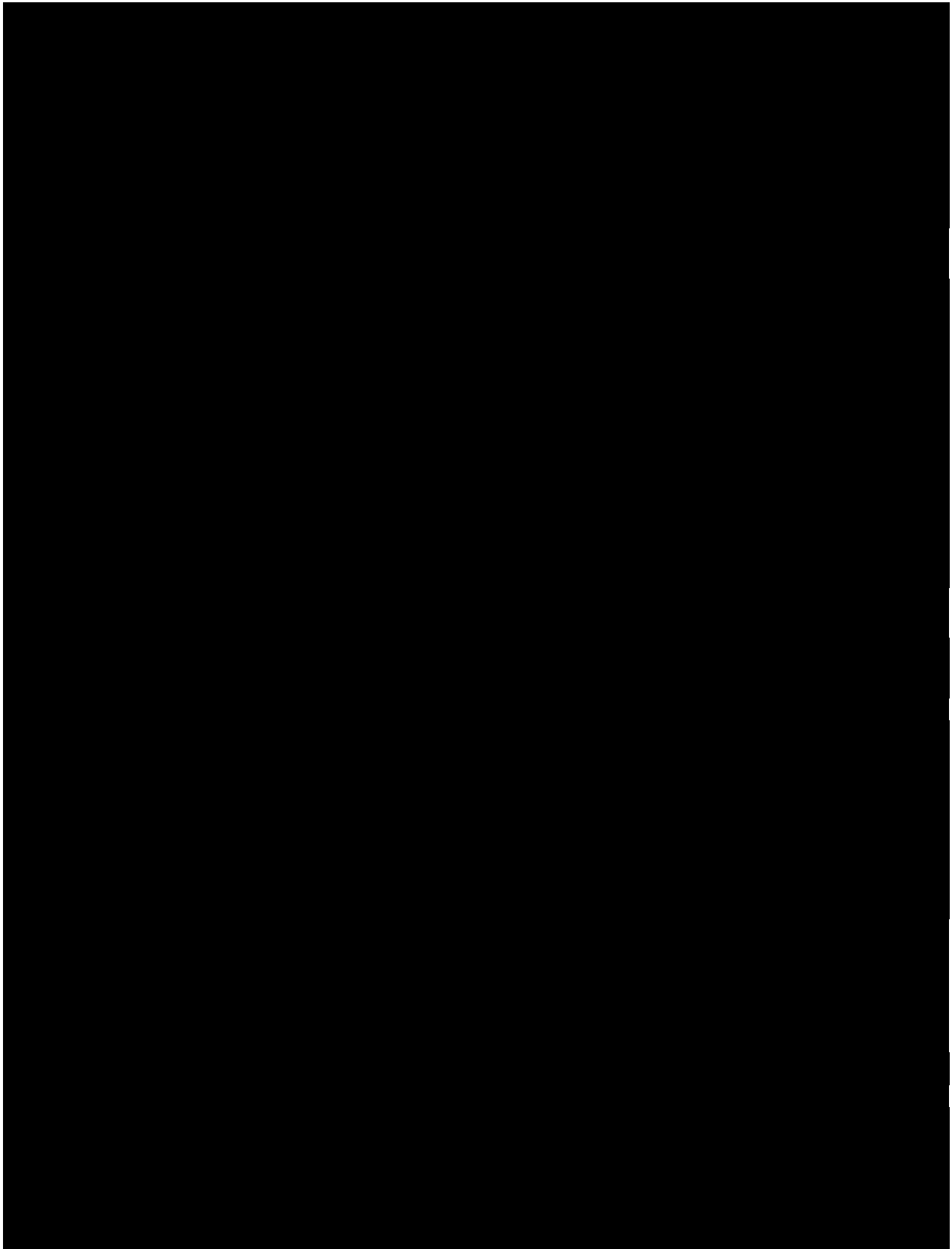
[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

14.9 Express Negligence. THE DEFENSE, INDEMNIFICATION, HOLD HARMLESS, RELEASE, ASSUMED LIABILITIES, WAIVER AND LIMITATION OF LIABILITY PROVISIONS PROVIDED FOR IN THIS AGREEMENT SHALL BE

APPLICABLE WHETHER OR NOT THE LIABILITIES, LOSSES, COSTS, EXPENSES AND DAMAGES IN QUESTION AROSE OR RESULTED SOLELY FROM THE SOLE, ACTIVE, PASSIVE, CONCURRENT OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT, EXCLUDING FOR ALL PURPOSES GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, OF OR BY ANY INDEMNIFIED PARTY. THIS STATEMENT COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS.

[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE XV
MISCELLANEOUS**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

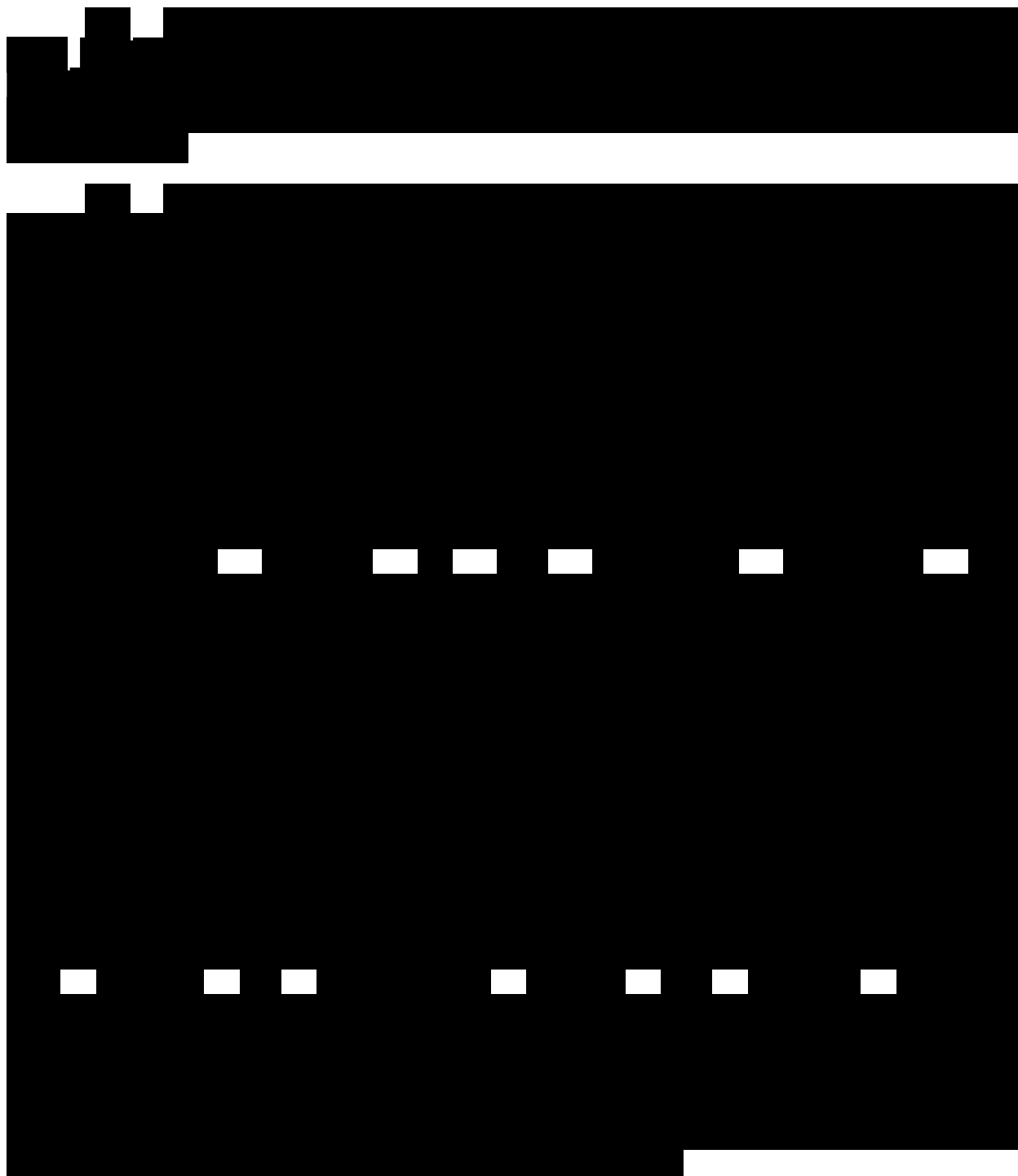
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[REDACTED]

[REDACTED]

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[REDACTED]



15.7 Assignment. Neither Party may assign this Agreement or any of its rights or interests under this Agreement, or delegate any of its obligations or liabilities under this Agreement, without the prior written consent of the other Party, which consent may be withheld in each such Party's sole and absolute discretion and may be conditioned on the receipt of a written assumption of such obligations from the assignee or delegate; *provided, however*, that prior to Closing, Buyer may assign all or any portion of its rights and obligations under this Agreement to

one or more Affiliates of Buyer; *provided further* that Buyer shall be jointly and severally liable to Seller for any obligations so assigned. Unless expressly agreed to in writing by the other Party, no permitted assignment of any Party's rights or duties under this Agreement shall relieve or release the assigning Party from the performance of such obligations under this Agreement and the assigning Party shall be fully liable to the other Party for the performance of all such obligations.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[Signature page follows.]

The Parties have executed this Agreement as of the Execution Date.

SELLER:

**Legacy Reserves Operating LP,
by its general partner, Revenir Energy
Operating GP LLC**

By: _____

Name: Michael Rumon

Title: SVP – Senior Technical Officer

SIGNATURE PAGE TO
PURCHASE AND SALE AGREEMENT

BUYER:

Avant Operating, LLC

By: 

Name: Jacob Nagy

Title: Co-CEO

Legion Production Partners, LLC

By: 

Name: Jacob Nagy

Title: Manager

Double Cabin Minerals, LLC

By: 

Name: Jacob Nagy

Title: Manager

SIGNATURE PAGE TO
PURCHASE AND SALE AGREEMENT

Annex I

Definitions

“**AAA**” means the American Arbitration Association.

“**AFEs**” means authorities for expenditures or other current commitments relating to the Assets to drill or rework wells, build gathering systems or for other capital expenditures that, in each case, shall be binding upon Buyer or the Assets after the Effective Time.

“**Affiliate**” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such Person. As used in this definition, the term “**control**” and its derivatives mean, with respect to any Person, ownership of fifty percent (50%) or more of voting rights (stock or otherwise) or ownership interest or the power to direct or cause the direction of the management and policies of the Person in question.

“**Agreement**” is defined in the preamble.

“**Allocated Value**” means the value allocated based on (a) with respect to the Lease Tracts (organized by county), the amount under the column heading “Allocated Value” on **Schedule 2.2(a)**, and (b) with respect to the Wells, the amount under the column heading “Allocated Value” on **Schedule 2.2(b)**. Any Lease Tracts or Wells that do not have a stated allocated value on **Schedule 2.2(a)** or **Schedule 2.2(b)**, respectively, has an allocated value equal to zero.

“**Allocation Statement**” is defined in **Section 9.8**.

“**Arbitrator**” and “**Arbitrators**” is defined in **Section 15.10**.

“**Asset Taxes**” means all Property Taxes and Severance Taxes.

“**Assets**” is defined in **Section 1.2**.

“**Assignment**” is defined in **Section 12.2(a)**.

“**Assignment Documents**” means the Assignment and the Surface Deed.

“**Assumed Environmental Liabilities**” means all Losses of any kind and character (including all remediation, decommissioning, abandonment, clean up and/or restoration costs in accordance with applicable Contracts, Leases and Laws, and any damage to natural resources (including soil, air, surface water or groundwater) and expenses for the modification, repair, replacement or removal of facilities on the Lands) brought or assessed by any and all Persons relating to (a) environmental conditions or environmental Laws in, on, under or related to the Assets, the release of materials into the environment, or protection of natural resources or the environment, or any other environmental condition of the Assets; (b) the presence, disposal or Release of any Hazardous Substances of any kind in, on, under or related to the Assets; and (c)

any matters described in Section 5.4(d), which, with respect to clauses (a), (b) or (c), is created or attributable to any period of time, whether arising before, on or after the Closing.

“Assumed Liabilities” is defined in Section 14.1.

“Available Employees” means those employees of Seller or its Affiliates who are available for hire by Buyer, as designated on Schedule 8.1(c).

“Background Materials” means the Records, data room materials and other materials made available to Buyer by Seller or any of its Affiliates including documents reflecting (a) indices, compilations or summaries of contracts or other documents; (b) reserve estimates, engineering, geological, geophysical or other interpretive information; or (c) projections, predictions or other estimation of future events.

“Bonds” is defined in Section 8.1(a)(1).

“Burdens” means any royalties (including landowner’s, lessor’s, overriding and nonparticipating), net profits interests, production payments, contractual rights to production or other similar burdens measured by or payable out of production of Hydrocarbons.

“Business Day” means a day (other than a Saturday or Sunday) on which commercial banks in Texas are generally open for business.

“Buyer” is defined in the preamble.

“Buyer Indemnified Parties” means, individually and in any combination, (a) Buyer, its Affiliates, its co-working interest owners or joint venturers and its or their contractors and subcontractors; (b) as to each of the Persons described in clause (a), each of such Person’s Representatives, insurers, licensees and invitees; and (c) as to each of the Persons described in clauses (a) and (b), such Person’s successors, assigns, legal representatives, heirs or devisees.

“Buyer’s Knowledge” consists of actual knowledge (after due inquiry) of any individual listed on Schedule II-B.

“Capital Projects” means capital projects in progress and associated costs or estimates thereof to the extent such costs or estimates exceed [REDACTED] per Well or project net to Seller’s interest, including the projects set forth on Schedule III.

“Casualty Loss” is defined in Section 4.5.

“Claim Notice” is defined in Section 14.8(b).

“Closing” is defined in Section 12.1.

“Closing Amount” is defined in Section 2.1.

“Closing Date” is defined in Section 12.1.

“**Code**” means the Internal Revenue Code, as amended.

“**Confidentiality Agreement**” is defined in Section 8.3(a).

“**Consents**” means all consents to assign relating to the Assets that are triggered by the purchase and sale contemplated by this Agreement.

“**Contract Area**” means the area shown on the plat maps attached hereto as Exhibit N.

“**Contracts**” is defined in Section 1.2(f).

“**COPAS**” means the Council of Petroleum Accountant Societies of North America.

“**Customary Post-Closing Consents**” means the consents and approvals from Governmental Authorities for the assignment of the Assets to Buyer that are customarily obtained after the assignment of properties similar to the Assets.

“**Defect Deductible**” is defined in Section 4.2(d).

“**Defect Notice Date**” means 9:00 p.m. Central Time, on the date that is fifteen (15) calendar days before the Scheduled Closing Date.

“**Defensible Title**” means that title of Sellers that is deducible from the applicable county, state and federal records, together with such title as is evidenced by unrecorded instruments or written elections, in each case, made or delivered pursuant to joint operating agreements, pooling agreements or unitization agreements, that, although not constituting perfect, merchantable or marketable title, is likely to be successfully defended if challenged, which, subject to and except for Permitted Encumbrances and Other Title Exceptions:

(1) in the case of a Well, entitles Seller to receive not less than the NRI as set forth on Schedule 2.2(b), in each case with regard to the entirety of the described Interval, of all Hydrocarbons produced, saved and marketed, except for decreases resulting from operations where Seller becomes, with Buyer’s consent, a non-consenting party after the Execution Date or the reversion of a non-consenting working interest owner’s interest;

(2) in the case of a Well, obligates Seller to bear the WI for such Well not greater than the WI set forth on Schedule 2.2(b), as applicable, in each case with regard to the entirety of the described Interval, for such Well, except for increases to the extent they are accompanied by a proportionate increase in Seller’s NRI in such Well;

(3) in the case of each listed Lease Tract on Schedule 2.2(a) and limited to the described Intervals identified on Schedule 2.2(a), entitles Seller to the number of Net Mineral Acres attributable to such Lease Tract as set out for such Lease Tract on Schedule 2.2(a);

(4) in the case of each listed Lease Tract on Schedule 2.2(a) and limited to the described Intervals identified on Schedule 2.2(a), entitles Seller to no more than the

number of Net Mineral Acres attributable to such Lease Tract as set out for such Lease Tract on **Schedule 2.2(a)**, except for increases to the extent they are accompanied by a proportionate increase in Seller's Net Revenue Acres in such Lease Tract;

(5) in the case of each listed Lease Tract on **Schedule 2.2(a)** and limited to the described Intervals identified on **Schedule 2.2(a)**, entitles Seller to the number of Net Revenue Acres attributable to such Lease Tract as set out for such Lease Tract on **Schedule 2.2(a)**; and

(6) is free and clear of Encumbrances.

If a Well has not been given an Allocated Value, Seller shall be deemed to have Defensible Title to such Well and the value shall be zero dollars.

"De Minimis Threshold" is defined in **Section 14.5(a)**.

"Deposit" is defined in **Section 2.1**.

"Direct Claim" is defined in **Section 14.8(d)**.

"Dispute" means any dispute, controversy or claim (of any and every kind or type, whether based on contract, tort, statute, regulation or otherwise) arising out of, relating to or connected with this Agreement, the Transaction, or the Transaction Documents, including any dispute, controversy or claim concerning the existence, validity, interpretation, performance, breach or termination of this Agreement, the relationship of the Parties arising out of this Agreement, the Transaction or the Transaction Documents.

"Due Diligence Period" means the period of time that begins on the Execution Date and expires on the Defect Notice Date.

"Effective Time" is defined in **Section 1.4**.

"Encumbrance" means, excluding the Permitted Encumbrances and Other Title Exceptions, any Burdens, Liens, options, back-in interests, claims, charges, deeds of trust or security interests, reversionary interests, any conditional sale, trust or any other preferential arrangement or any agreement having the practical effect to give any of the foregoing.

"Environmental Arbitrator" is defined in **Section 5.2(c)**.

"Environmental Assessment" is defined in **Section 3.2(a)**.

"Environmental Consultant" is defined in **Section 5.1(a)**.

"Environmental Defect" means a condition of natural resources (including air, land, soil, surface and subsurface strata, surface water and ground water or sediments) in, on or under an Asset that (a) causes an Asset and/or Seller to be in violation of, or require any remediation, corrective action, investigation, monitoring, or other responsive action under, any Environmental

Law in effect at the time of the submittal of any Environmental Defect Notice, and (b) reasonably requires Remediation Costs in excess of [REDACTED], net to Seller's interest (the "**Environmental Defect Threshold**"). It is understood and agreed that matters of an essentially similar nature including oil spills or chemical barrels found at a single site shall be collectively deemed a single incident or condition. In all other respects, each Environmental Defect shall be addressed as a single incident or condition, and such Environmental Defects shall not be aggregated on a per condition basis or otherwise (*i.e.*, chemical barrels found at all of the Well sites shall not be aggregated, but instead, shall be evaluated on a site-by-site basis). Any issue identified in **Schedule 6.8** and **Schedule 6.10** to this Agreement shall not be considered an Environmental Defect for purposes of this Agreement. The Parties further agree that the following shall, in each case per se, not form the basis of an Environmental Defect and Buyer waives any objection to the same: (x) that a Well is no longer capable of producing sufficient quantities of oil or gas in order to continue to be classified as a "producing well" or (y) that such a Well should be temporarily abandoned or permanently plugged and abandoned. Furthermore, the Parties agree that any condition resulting from or related to the existence of NORM, hydrogen sulfide, or asbestos shall not be considered an Environmental Defect.

"**Environmental Defect Adjustment**" is defined in Section 5.1(c).

"**Environmental Defect Notice**" means a written notice of an Environmental Defect made by Buyer to Seller on or before the Defect Notice Date.

"**Environmental Defect Threshold**" is defined within the definition of "Environmental Defect."

"**Environmental Disputed Matters**" is defined in Section 5.2(c).

"**Environmental Law**" means any Law in effect on the Execution Date relating to the control of any pollutant or protection of the air, water, land or the Release or disposal of Hazardous Substances.

"**Escrow Account**" means the Escrow Agent account established under the Escrow Agreement.

"**Escrow Agent**" means JPMorgan Chase Bank, N.A..

"**Escrow Agreement**" means that certain Escrow Agreement dated as of the Execution Date by and among the Parties, as amended from time to time pursuant to the terms thereof.

"**Excluded Assets**" is defined in Section 1.3.

"**Excluded Records**" means (a) all corporate, financial and legal data and records of Seller that relate generally to Seller's business, operations, assets and Seller's Income Tax records; (b) any data, software, and records to the extent disclosure or transfer is prohibited or subjected to payment of a fee or other consideration by any license agreement or other agreement, or by applicable Law, and for which no consent to transfer has been received and/or for which Buyer has not agreed in writing to pay the fee or other consideration, as applicable; (c) all legal records

and legal files of Seller and its Affiliates, including all work product of, and attorney-client communications with or at the direction of Seller's legal counsel, other than title opinions relating to the Assets; (d) data and records relating to the current or any previously proposed acquisitions or sales of the Assets, including (i) bids and other information received from, and records of negotiations and other communications with, Third Party and (ii) communications with the advisors or representatives of Seller or its Affiliates; (e) correspondence between Seller or any of its representatives with respect to the transactions contemplated by this Agreement; (f) any original records required to be retained by Seller pursuant to applicable Law; (g) interpretive or subjective data; (h) personnel information including employee emails; and (i) any data and records relating to the Excluded Assets or assets and properties not expressly included in this Agreement.

"Excluded Remediation Asset Adjustment" is defined in Section 5.1(d).

"Exclusion Adjustment" is defined in Section 4.6(b).

"Execution Date" is defined in the preamble.

"Fee Surface Interests" is defined in Section 1.2(j).

"Field Offices" is defined in Section 1.2(j).

"Final Purchase Price" is defined in Section 13.1.

"Final Settlement Date" is defined in Section 13.1.

"Final Settlement Statement" is defined in Section 13.1.

"Fundamental Representation" means the representations and warranties of Seller contained in Section 6.1, Section 6.2, Section 6.3, Section 6.4, Section 6.5 and Section 6.6.

"GAAP" means generally accepted accounting principles in the United States, consistently applied.

"Governmental Authority" means (a) any federal, state, local, municipal, tribal or other government; (b) any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or other taxing power; and (c) any court or governmental tribunal.

"Hazardous Substances" means any pollutants, contaminants, toxics or hazardous or extremely hazardous substances, materials, wastes, constituents, compounds or chemicals that are regulated by, or may form the basis of any liability under, any Environmental Laws, including NORM, hydrogen sulfide, asbestos, man-made material fibers and other substances referenced in Section 5.4(b).

"Hydrocarbons" means oil, gas, casinghead gas, condensate, natural gas liquids, and other gaseous and liquid hydrocarbons or any combination thereof and sulphur and other minerals extracted from or produced with the foregoing.

“Imbalance Volumes” means those well imbalance volumes at the wellhead between (1) the amount of Hydrocarbons produced from a Well and allocable to the Seller’s interest and (2) the shares of production from the relevant Well to which Seller is entitled, which Imbalance Volumes are described on **Schedule I**.

“Income Taxes” means all Taxes based upon, measured by, or calculated with respect to (a) gross or net income or gross or net receipts or profits (including franchise Tax and any capital gains, alternative minimum Taxes, net worth and any Taxes on items of Tax preference, but not including Asset Taxes, sales, use, goods and services, real or personal property transfer or other similar Taxes), (b) multiple bases (including corporate franchise, doing business or occupation Taxes) if one or more of the bases upon which such Tax may be based upon, measured by, or calculated with respect to, is described in clause (a) above, or (c) withholding Taxes measured with reference to or as a substitute for any Tax described in clauses (a) or (b) above, and (d) and any penalties, additions to Tax, and interest levied or assessed with respect to a Tax described in (a), (b) or (c).

“Indemnified Party” is defined in **Section 14.8(b)**.

“Indemnifying Party” is defined in **Section 14.8(b)**.

“Indemnity Deductible” is defined in **Section 14.5(b)**.

“Interest Addition” is defined in **Section 4.3(a)**.

“Interest Addition Amount” is defined in **Section 4.3(d)**.

“Interest Addition Notice” is defined in **Section 4.3(b)**.

“Interval” or **“Intervals”** with respect to a Well, means those depths at which the Well is currently producing and with respect to a Lease Tract, means the top of the Bone Spring Formation, being defined and identified for purposes hereof as the correlative stratigraphic equivalent of the measure depth of 8,008 feet, to the top of the Strawn Formation, being defined and identified for purposes hereof as the correlative and stratigraphic equivalent of the measure depth of 12,081 feet, as identified on the gamma ray logs in the Sapphire Federal #1 well (API 30-025-305100000), located in Township 19 South Range 33 East section 23, Lea County, New Mexico unless the depths set for on unless the depths set forth on **Schedule 2.2(a)** or **Schedule 2.2(b)**, as applicable, are more restrictive.

“Inventory” is defined in **Section 1.2(g)**.

“Knowledge” means, (a) with respect to Seller, the actual knowledge (after due inquiry) of any individual listed on **Schedule II-A** and (b) with respect to with respect to Buyer, the actual knowledge (after due inquiry) of any individual listed on **Schedule II-B**.

“Lands” is defined in **Section 1.2(a)**.

“**Law**” means any applicable statute, law (including common law), rule, regulation, requirement, ordinance, order, code, ruling, judgment, writ, injunction, decree or other official act of or by any Governmental Authority having jurisdiction with respect to the Assets.

“**Leases**” is defined in Section 1.2(a).

“**Lease Tract**” means any and all leasehold interests and overriding royalty interests owned by Seller in the tracts of land identified by “Tract Description” and “Tract No.” on Schedule 2.2(a).

“**Liens**” means any mortgage, pledge, hypothecation, assignment (as security), deposit arrangement, encumbrance, lien (statutory or other) or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever having substantially the same economic effect as any of the foregoing.

“**Losses**” and “**Loss**” are defined in Section 14.4(c).

“**Material Agreements**” is defined in Section 6.27.

“**Net Casualty Loss**” is defined in Section 4.5.

“**Net Mineral Acres**” means as calculated separately with respect to each Lease Tract listed on Schedule 2.2(a) with respect to the described Intervals identified, (i) the number of gross acres in the land, covered by such Lease Tract, multiplied by (ii) the lessor’s undivided percentage mineral interest in such lands, multiplied by (iii) Seller’s working interest in such Lease Tract.

“**Net Revenue Acres**” means as calculated separately with respect to each Lease Tract listed on Schedule 2.2(a) with respect to the described Intervals identified, (i) the Net Mineral Acres, multiplied by (ii) the applicable NRI on an 8/8ths basis.

“**NORM**” means naturally occurring radioactive material.

“**NRI**” means the net revenue interest in and all Hydrocarbons produced, saved and marketed from or allocated to such Lease Tract or Well after giving effect to all Burdens thereon.

“**ONNR Audit**” is defined in Section 14.2(ix).

“**Operator Bonds**” is defined in Section 8.1(a)(1).

“**Other Title Exceptions**” means:

- (1) defects based solely on lack of information in Seller’s files;
- (2) defects in the chain of title consisting of failure to recite marital status or omissions of successors of heirship or estate proceedings, unless Buyer provides affirmative evidence that such failure or omission has resulted in another party’s superior claim of title to the relevant Asset;

(3) defects arising out of lack of corporate or other entity authorization unless Buyer provides affirmative evidence that the action was not authorized and results in another party's superior claim of title to the Asset;

(4) defects based on a gap in Seller's chain of title in the state's records, federal government's records, or in the county records unless such gap is affirmatively shown to exist by an abstract of title or title opinion and results in another party's superior claim of title;

(5) defects in title made the subject of requirements or comments in title opinions that were waived by the operator of the affected Asset related to (1) surveys, (2) Taxes that are not yet due or delinquent or (3) prior unreleased oil and gas leases or units that have terminated in accordance with their terms;

(6) defects or irregularities in title which for a period of four (4) years or more has not delayed or prevented Seller (or a predecessor of Seller) from receiving its NRI share of the proceeds of production or causes it to bear a share of expenses and costs greater than its WI share from any Well;

(7) defects arising from the failure of Seller or any other interest owner to enter into, be party to, ratify, or be bound by, pooling provisions, a pooling agreement, a production sharing agreement, production handling agreement, or other similar agreement where such owner has accepted applicable royalty payments without formal dispute for a period of four (4) years or more;

(8) defects or irregularities resulting from or related to probate proceedings or the lack thereof which defects or irregularities have been outstanding for ten (10) years or more, unless Buyer provides affirmative evidence that such defects or irregularities results in another party's superior claim of title to the relevant Asset;

(9) defects arising solely due to the failure of federal and state leases to be recorded in the applicable county; and

(10) defects that cover or are related to any depths other than the described Intervals.

"Outside Closing Date" shall be November 30, 2023.

"Parties" and ***"Party"*** are defined in the preamble.

"Permitted Encumbrances" means:

(1) Burdens, to the extent that they do not, individually or in the aggregate, (i) reduce the Seller's NRI for each Well to be below the NRI for such Well as set forth on **Schedule 2.2(b)**, or (ii) increase Seller's WI with respect to any Well above that shown in **Schedule 2.2(b)**, as applicable, for such Lease Tract or Well without a corresponding increase in the NRI in such Well, (iii) reduce the number of Net Mineral

Acres in any Lease Tract to be below the Net Mineral Acres for such Lease Tract as set forth on **Schedule 2.2(a)**, (iv) increase the number of Net Mineral Acres without a corresponding increase in the number of Net Revenue Acres for such Lease Tract as set forth on **Schedule 2.2(a)**, or (v) reduce the number of Net Revenue Acres in any Lease Tract to be below the Net Revenue Acres for such Lease Tract as set forth on **Schedule 2.2(a)** (clauses (i) through (v) being referred to as the “***Subject Exceptions***”);

(2) Liens for Taxes, or assessments not yet due and delinquent or, if delinquent, are listed on **Schedule PE** and that are being contested in good faith in the normal course of business;

(3) Subject to compliance with Sections 4.6 and 6.15, all Customary Post-Closing Consents, preferential purchase rights, Required Consents and any other Consents;

(4) Easements, rights-of-way, servitudes, permits, surface leases and other surface rights on or over the Assets or any restrictions on access thereto that do not, individually or in the aggregate, materially interfere with the operation of the affected Asset;

(5) the terms and conditions of the Material Agreements, to the extent that they do not, individually or in the aggregate, result in a Subject Exception or materially interfere with the ownership, use or operation of the Assets (as owned, used or operated as of the Execution Date);

(6) lease suspensions currently in effect for any federal Leases listed on **Schedule PE**;

(7) except where a Third Party has delivered a valid demand for release of the affected acreage, the terms and provisions of all Leases (including Pugh clauses, retained acreage provisions, or similar severance provisions that cause or have caused portions of Leases to be terminated), assignments and conveyances in the chain of title, and any other contracts, agreements and instruments applicable, in each case, to the extent that they do not, individually or in the aggregate, result in a Subject Exception or materially interfere with the ownership, use or operation of the Assets (as owned, used or operated as of the Execution Date);

(8) cessation of production, insufficient production or failure to conduct operations during any period after the completion of a well capable of production in paying quantities on any of the Assets held by production, or lands pooled, communitized or unitized therewith, except to the extent a Third Party has delivered a valid demand for termination of the affected Lease;

(9) the terms and provisions of all unit agreements, unit operating agreements, pooling agreements, communitization agreements and any related order that allow for the future contraction of any unit based on a redetermination of development obligations;

(10) any maintenance of uniform interest provisions under any contract which has been waived by the applicable counterparty or which would be unenforceable due to the passage of time;

(11) materialmen's, mechanics', operators' or other similar Liens arising in the ordinary course of business incidental to operation of the for amounts not yet delinquent (including any amounts being withheld as provided by Law), or if delinquent, are listed on **Schedule PE** and are being contested in good faith by appropriate actions;

(12) Liens, security interests or Encumbrances created under Leases, operating agreements, communitization and pooling agreements and production sales contracts securing amounts not yet due, or, if due, are listed on **Schedule PE** and the validity is being contested in good faith;

(13) any Lien, security interest or Encumbrance affecting the Assets that is listed on **Schedule PE** and is discharged by Seller at or prior to Closing, at Seller's own cost and expense;

(14) such Title Defects that Buyer has waived, which includes all Title Defects to which Buyer has Knowledge of prior to the Execution Date and did not timely assert;

(15) except to the extent triggered prior to the Closing Date, conventional rights of reassignment, to the extent any exist as of the Execution Date, upon the surrender or expiration of any Lease;

(16) all rights reserved to or vested in any Governmental Authority to control or regulate any of the Assets in any manner and all obligations and duties under all applicable Laws, rules and orders of any such Governmental Authority or under any governmental authorization, franchise, grant, license or permit issued by any such Governmental Authority;

(17) failure of the records of any Governmental Authority to reflect Seller as the owner of any Asset, *provided* that the instruments of conveyance reflecting Seller's chain of title are recorded in the real property, conveyance or other records of the applicable county;

(18) defects that a reasonable operator would deem cured by possession under applicable statutes of limitation for adverse possession or for prescription or similar Laws; and

(19) the failure to have obtained consent to assign any easements or rights of way issued by any Governmental Authority, or the failure to have obtained the extension or renewal of any easements or rights of way issued by any Governmental Authority (regardless of whether such easements or rights of way appear to have expired).

“**Person**” means any individual, firm, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, Governmental Authority or any other entity.

“**PFAS**” means Per- and polyfluoroalkyl substances.

“**Pipeline ROWs**” shall mean the material rights of way, easements, servitudes and surface use agreements that are used in connection with Seller’s and its Affiliates’ operation of the gathering systems and pipelines owned by Seller and its Affiliates for the Assets, including those described on **Exhibit C** attached hereto.

“**Post-Closing Covenants**” is defined in Section 14.3.

“**Preferential Right**” means any preferential right, right of first refusal, tag along right, drag along right, co-sale right or other similar rights affecting the Assets.

“**Preliminary Settlement Statement**” is defined in Section 2.4.

“**Properties**” is defined in Section 1.2(c).

“**Property Expenses**” means, determined without duplication, all costs and expenses of every kind attributable to the ownership, development, exploration or operations of the Assets, including, but not limited to, capital cost and expenses, operating and production expenses (including costs of title examination; and gathering, processing, and transportation costs in respect of Hydrocarbons produced from the Properties), facilities and plant expenses, joint interest billings, any expense chargeable to the joint account under the applicable operating agreement including overhead costs of Third Party operators of any of the Assets that are charged to the Assets, regulatory expenses, vehicle rentals, insurance costs, lease operating expenses, land costs, lease rental, bonus and maintenance costs, local field office costs, Burdens, drilling expenses, completion expenses, workover expenses, geological, geophysical and any other exploration, development, transportation, compression, processing or maintenance expenditures chargeable under applicable agreements, *provided, however*, that the term “Property Expenses” does not include obligations and liabilities attributable to (i) any Income Taxes, (ii) Asset Taxes, (iii) overhead recovery on operating Assets covered by an upward purchase price adjustment as provided for in Section 2.3, (iv) personal injury or death, property damage, or violation of Law, (v) obligations to plug wells and dismantle or decommission facilities or oil, gas and saltwater disposal wells, (vi) obligations with respect to any Imbalance Volumes associated with the Assets, (vii) any amounts paid by Seller or any of its Affiliates to obtain any Required Consents or any payment made pursuant to any Lease or Contract in order to transfer an Asset, (viii) obligations with respect to hedges or indebtedness of Seller or any of its Affiliates, (ix) the Retained Liabilities, (x) all internal overhead and/or general and administrative costs incurred by any Seller or its Affiliates in owning or operating the Assets, save and except any overhead expenses charged to the Assets under COPAS (but only to the extent not in excess of or inconsistent with the methodologies and categories set forth in the Operating Statements), (xi) obligations to pay Burdens or other interest owners’ revenues or proceeds relating to the Assets, including such amounts held in suspense, (xii) any curative actions with respect to any Title Defect or

Environmental Defect or Seller's breach of this Agreement, or (xiii) claims for indemnification or reimbursement from any Third Party with respect to costs of the types described in the preceding clauses (i)-(xi), whether such claims are made pursuant to contract or otherwise. In each case, subject to the provisions hereof, and subject to the occurrence of Closing, Buyer shall be responsible for the portion of the Property Expenses allocated to the period at and after the Effective Time, and Seller shall be responsible for the portion of the Property Expenses allocated to the period before the Effective Time.

"Property Taxes" means all ad valorem, real property, personal property and all other Taxes and similar obligations, and any penalties, additions to Tax and interest levied or assessed thereon, assessed against the Assets or based upon or measured by the ownership of the Assets, but not including Income Taxes, Severance Taxes or Transfer Taxes.

"Purchase Price" is defined in Section 2.1.

"R&W Insurance Policy" means the Buyer-side representation and warranty insurance policy to be issued by the R&W Insurer to Buyer in substantially the form attached as **Exhibit O**.

"R&W Insurer" means Euclid Transactional, LLC.

"R&W Policy Costs" is defined in Section 8.1(d).

"Records" is defined in Section 1.2(h).

"Release" means the spilling, leaking, disposing, discharging, emitting, depositing, dumping, ejecting, leaching, spreading, escaping, or any other release (including any subsurface migration resulting therefrom) or threatened release, however defined, whether intentional or unintentional, of any Hazardous Substances.

"Remediate" or "Remediation" means action taken to correct an Environmental Defect in accordance with applicable Environmental Laws and: (a) as recommended in good faith and in writing by a qualified environmental consultant, taking into account the practicality and cost effectiveness of a particular action, or (b) as agreed upon between the Parties.

"Remediation Costs" means the costs, or estimates thereof, to Remediate a particular Environmental Defect, as estimated in good faith and in writing by a qualified environmental consultant.

"Representatives" means any stockholders, members, managers, officers, directors, employees, agents, consultants and representatives of a Party.

"Required Consent" means a consent to assignment or other similar restriction on assignment applicable to the Assets that provides that (a) any purported assignment in the absence of such consent first having been obtained is void or invalid, (b) any purported assignment in the absence of such consent first having been obtained triggers the right to seek payment of specified liquidated damages or other fee, (c) the Person holding the right may terminate the applicable Lease, permit, Contract, or other instrument creating Seller's rights in the affected Asset; *provided*

that any Customary Post-Closing Consents and any consents that by their terms cannot be unreasonably withheld (unless affirmatively withheld in writing by the holder thereof) shall not constitute Required Consents hereunder.

“Restricted Asset” is defined in Section 4.6(a).

“Retained Burdens” are those Burdens, except with respect to Suspended Revenues properly put in suspense, Seller failed to pay or properly pay to any royalty owner, overriding royalty owner, working interest owner or similar interest holder under the Assets that are attributable to Seller’s ownership of the Assets prior to the Effective Date and for which Buyer cannot reasonably recoup any associated Losses in the ordinary course of business (without the need to commence any suit, litigation or other proceeding), including by prior period adjustment(s) or otherwise reversing and rebooking prior transactions.

“Retained Liabilities” is defined in Section 14.2.

“ROWS” is defined in Section 1.2(b).

“Royalty Interests” is defined in Section 1.2(l).

“Scheduled Closing Date” is defined in Section 12.1.

“Securities Act” is defined in Section 13.7.

“Seller” is defined in the preamble.

“Seller Indemnified Parties” means, individually and in any combination, (a) Seller, its Affiliates, its co-working interest owners or joint venturers, and it’s or their respective contractors and subcontractors of any tier; (b) as to each of the Persons described in clause (a), each of such Person’s Representatives, insurers, licensees, and invitees; and (c) as to each of the Persons described in clauses (a) and (b), such Person’s successors, assigns, legal representatives, heirs or devisees.

“Seller Taxes” means any (a) Taxes imposed by any applicable Law on Seller (other than with respect to the Assets), Seller’s Affiliates or any consolidated, combined or unitary group of which Seller is or was a member; (b) any Asset Taxes allocable to Seller pursuant to Article IX; and (c) any Taxes (other than Taxes covered by clause (a) or (b) of this definition of Seller Taxes) of the Seller that are attributable to a Tax period ending on or before the date of Closing or that are attributable to the ownership or operation of the Assets on or prior to the date of Closing, in each case, except to the extent such Taxes resulted in a downward adjustment in the final determination of the Final Purchase Price.

“Seller’s Knowledge” consists of actual knowledge (after due inquiry) of any individual listed on Schedule II-A.

“Seller’s Rejection Notice” is defined in Section 5.2(a).

“Severance Taxes” mean all extraction, production, excise, net proceeds, severance, windfall profit and all other similar Taxes, and any penalties, additions to such Taxes, and interest levied or assessed thereon, with respect to the Assets that are based upon or measured by the production of Hydrocarbons or the receipt of proceeds therefrom, but not including Property Taxes, Income Taxes and Transfer Taxes.

“Special Warranty” is defined in Section 4.2(b).

“Straddle Period” means any Tax period beginning before and ending after the Effective Time.

“Subject Exceptions” is defined in the definition of Permitted Encumbrances.

“Supporting Documentation” means, for a particular Title Defect, (x) if the basis is derived from any document, a copy of such document (or pertinent part thereof), or (y) if the basis is derived from any gap in Seller’s chain of title, the recorded documents preceding and following the gap, or (z) if the basis is not as described in subsections (x) and (y), then reasonable, written documentation.

“Suspended Revenues” means those Third Party revenues held in suspense with respect to production of Hydrocarbons from or attributable to any of the Assets set forth on Schedule 2.3(c)(4), which shall include, in each case, (a) a description of the source of funds, including the well identification number, well name and Seller’s associated suspense code, and (b) the name of each third party owner of such revenues in suspense (to the extent known).

“Tax” or **“Taxes”** means any and all taxes, including any interest, penalties or other additions to tax, that may become payable in respect thereof, imposed by any Governmental Authority, which taxes shall include all income taxes, profits taxes, taxes on gains, alternative minimum taxes, estimated taxes, payroll taxes, employee withholding taxes, unemployment insurance taxes, social security taxes, welfare taxes, disability taxes, severance taxes, license charges, taxes on stock, sales taxes, harmonized sales taxes, use taxes, ad valorem taxes, value added taxes, excise taxes, goods and services taxes, franchise taxes, gross receipts taxes, occupation taxes, real or personal property taxes, land transfer taxes, stamp taxes, environmental taxes, transfer taxes, workers’ compensation taxes, windfall taxes, net worth taxes and other taxes, fees, duties, levies, customs, tariffs, imposts, assessments, obligations and charges of the same or of a similar nature to any of the foregoing.

“Tax Controversy” is defined in Section 9.9(d).

“Tax Return” means any and all returns, reports, information returns, declarations, statements, certificates, bills, schedules, claims for refund or other written information of or with respect to any Tax, including any and all attachments, amendments and supplements thereto, filed or required to be filed with any Governmental Authority.

“Third Party” means any Person other than a Party to this Agreement or an Affiliate of a Party to this Agreement.

“Third-Party Claim” is defined in Section 14.8(c).

“Title Arbitrator” is defined in Section 4.4.

“Title Deductible” is defined in Section 4.1(a).

“Title Defect” is defined in Section 4.1(a).

“Title Defect Adjustment” is defined in Section 4.2(d).

“Title Defect Notice” is defined in Section 4.2(c).

“Title Defect Property” is defined in Section 4.2(c).

“Title Defect Threshold” is defined in Section 4.1(a).

“Title Defect Value” is defined in Section 4.1(b).

“Title Disputed Matters” is defined in Section 4.4.

“Transaction” means the transaction contemplated by this Agreement.

“Transaction Documents” is defined in Section 12.2.

“Transfer Taxes” means any and all transfer Taxes (excluding Income Taxes, Severance Taxes and Property Taxes), including sales, use, excise, goods and services, stock, conveyance, gross receipts, registration, business and occupation, securities transactions, real estate, land transfer, stamp, documentary, notarial, filing, recording, permit, license, authorization and similar Taxes, fees, duties, levies, customs, tariffs, imposts, assessments, obligations and charges.

“Transferred Employees” is defined in Section 8.1(c).

“Vehicles” is defined in Section 8.3(d).

“Weekly Notice” is defined in Section 4.2(c).

“Wells” is defined in Section 1.2(b).

“WI” means the working interest in and to a Lease Tract or Well that is burdened with the obligation to bear and pay costs and expenses of maintenance, development, and operations on or in connection with such Lease Tract or Well, as applicable, but without regard to the effect of Burdens.

Exhibit A - Leases

to that certain Purchase and Sale Agreement dated effective June 1, 2023, by and between Legacy Reserves Operating LP, as Seller, and Avant Operating, LLC, Legion Production Partners, LLC, and Double Cabin Minerals, LLC, collectively, as Buyer

LEASE ID	ORIGINAL LESSOR	ORIGINAL LESSEE	EFFECTIVE DATE	BOOK	PAGE	STATE	COUNTY	SECTION	TOWNSHIP	RANGE	LEGAL DESCRIPTION	GROSS ACRES
NM368-00008.000	USA NM-89055	MARBOB ENERGY CORPORATION	6/1/1992	N/A	N/A	NM	EDDY	25	24S	31E	THE NE/4 OF SECTION 25, TOWNSHIP 24 SOUTH, RANGE 31 EAST, NMPM, EDDY COUNTY, NEW MEXICO	160.000000
NM311-00005.000	CITY OF CARLSBAD ET AL	NEELEY CLAUDE E ET AL	9/1/1973	106	328	NM	EDDY	7	22S	27E	TRACTS 5A AND 5B AS DESCRIBED IN METES AND BOUNDS IN SAID OIL AND GAS LEASE, INsofar AND ONLY INsofar AS SAID LEASE COVERS ACREAGE IN THE WEST HALF (W/2) OF SECTION 7, T-22-S, R-27-E, N.M.P.M., EDDY COUNTY, NEW MEXICO	307.029000
NM311-00004.000	USA NM-083053	TXO PRODUCTION CORP	1/1/1990	N/A	N/A	NM	EDDY	12	21S	26E	THE NE/4SE/4 OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 26 EAST, NMPM, EDDY COUNTY, NEW MEXICO	40.000000
NM311-00003.000	KERR-MCGEE CORPORATION	NAUMANN OIL AND GAS INC	10/12/1992	141	649	NM	EDDY	12	21S	26E	INsofar AND ONLY INsofar AS SAID LEASE COVERS 5.03 ACRES OUT OF THE NW/4SW/4 OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 26 EAST, NMPM, MORE FULLY DESCRIBED IN THE LEASE, EDDY COUNTY, NEW MEXICO	5.030000
NM311-00002.000	USA NM-3606	BEHLEN GILBERT E	11/1/1967	N/A	N/A	NM	EDDY	12	21S	26E	INsofar AND ONLY INsofar AS SAID LEASE COVERS THE E/2SW/4, W/2SE/4 AND SE/4SE/4 OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 26 EAST, NMPM, LYING WEST OF THE MIDDLE OF THE PECOS RIVER, EDDY COUNTY, NEW MEXICO	200.000000
NM311-00001.008	BOYD REVOCABLE TRUST	COATS RICHARD H	6/12/1992	129	263	NM	EDDY	12	21S	26E	THAT PART OF THE SW/4SW/4 OF SECTION 12 LYING WEST OF THE MIDDLE OF THE PECOS RIVER, TOWNSHIP 21S, RANGE 26 EAST, NMPM, EDDY COUNTY, NEW MEXICO	8.470000
NM311-00001.007	THORNTON LOIS	MAY LEONARD T	3/5/1974	115	522	NM	EDDY	12	21S	26E	INsofar AND ONLY INsofar AS SAID LEASE COVERS THAT PART OF THE SW/4SW/4 OF SECTION 12 LYING WEST OF THE MIDDLE OF THE PECOS RIVER, TOWNSHIP 21 SOUTH, RANGE 26 EAST, NMPM, EDDY COUNTY, NEW MEXICO	8.470000
NM311-00001.006	THORNTON VIRGINIA	MAY LEONARD T	3/5/1974	115	520	NM	EDDY	12	21S	26E	INsofar AND ONLY INsofar AS SAID LEASE COVERS THAT PART OF THE SW/4SW/4 OF SECTION 12 LYING WEST OF THE MIDDLE OF THE PECOS RIVER, TOWNSHIP 21 SOUTH, RANGE 26 EAST, NMPM, EDDY COUNTY, NEW MEXICO	8.470000
NM311-00001.005	GISSINER BETTYE M	MAY LEONARD T	3/5/1974	115	518	NM	EDDY	12	21S	26E	INsofar AND ONLY INsofar AS SAID LEASE COVERS THAT PART OF THE SW/4SW/4 OF SECTION 12 LYING WEST OF THE MIDDLE OF THE PECOS RIVER, TOWNSHIP 21 SOUTH, RANGE 26 EAST, NMPM, EDDY COUNTY, NEW MEXICO	8.470000
NM311-00001.004	STENNIS SHIRLEY	MAY LEONARD T	3/5/1974	115	514	NM	EDDY	12	21S	26E	INsofar AND ONLY INsofar AS SAID LEASE COVERS THAT PART OF THE SW/4SW/4 OF SECTION 12 LYING WEST OF THE MIDDLE OF THE PECOS RIVER, TOWNSHIP 21 SOUTH, RANGE 26 EAST, NMPM, EDDY COUNTY, NEW MEXICO	8.470000

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NM311-00001.003	HOWARD JEANNIE STENNIS	MAY LEONARD T	3/5/1974	115	512	NM	EDDY	12	21S	26E	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS THAT PART OF THE SW/4SW/4 OF SECTION 12 LYING WEST OF THE MIDDLE OF THE PECOS RIVER, TOWNSHIP 21 SOUTH, RANGE 26 EAST, NMPM, EDDY COUNTY, NEW MEXICO	8.470000
NM311-00001.002	STENNIS HAMPTON J	MAY LEONARD T	3/5/1974	115	510	NM	EDDY	12	21S	26E	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS THAT PART OF THE SW/4SW/4 OF SECTION 12 LYING WEST OF THE MIDDLE OF THE PECOS RIVER, TOWNSHIP 21 SOUTH, RANGE 26 EAST, NMPM, EDDY COUNTY, NEW MEXICO	8.470000
NM311-00001.001	STENNIS SAMUEL Y	MAY LEONARD T	3/5/1974	115	508	NM	EDDY	12	21S	26E	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS THAT PART OF THE SW/4SW/4 OF SECTION 12 LYING WEST OF THE MIDDLE OF THE PECOS RIVER, TOWNSHIP 21 SOUTH, RANGE 26 EAST, NMPM, EDDY COUNTY, NEW MEXICO	8.470000
NM283-00004.000	USA NM-13237	MARTINEZ OCTAVIO N	3/1/1971	N/A	N/A	NM	EDDY	31	19S	29E	N/2 OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 29 EAST, NMPM, EDDY COUNTY, NEW MEXICO	304.800000
NM283-00002.000	STATE OF NM V-3605	PHILLIPS PETROLEUM COMPANY	3/1/1991	N/A	N/A	NM	EDDY	1	22S	31E	LOTS 3, 4 AND S/2NW/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 31 EAST, NMPM, EDDY COUNTY, NEW MEXICO	159.430000
NM247-00105.000	USA NM 88139	MITCHELL ENERGY CORPORATION	3/1/1992	N/A	N/A	NM	EDDY	35	24S	29E	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS THE S/2NW/4 OF SECTION 35, TOWNSHIP 24 SOUTH, RANGE 29 EAST, NMPM, LEA COUNTY, NEW MEXICO	80.000000
NM247-00056.000	USA NM-93469	COLLINS & WARE INC	9/1/1994	N/A	N/A	NM	EDDY	23	16S	27E	ALL OF SECTION 23 S&E THE NWSW, TOWNSHIP 16 SOUTH, RANGE 27 EAST, NMPM, EDDY COUNTY, NEW MEXICO	960.000000
NM100-00009.000	USA NM-17574	FEIL K J	2/1/1973	N/A	N/A	NM	EDDY	11	25S	26E	THE SE/4 OF SECTION 11, TOWNSHIP 25 SOUTH, RANGE 26 EAST, NMPM, EDDY COUNTY, NEW MEXICO	160.000000
NM100-00008.000	USA NM-14468	VINNIK IRWIN E	3/1/1972	N/A	N/A	NM	EDDY	11	25S	26E	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS THE N/2 AND SW/4 OF SECTION 11, TOWNSHIP 25 SOUTH, RANGE 26 EAST, NMPM, EDDY COUNTY, NEW MEXICO	480.000000
NM103-00002.000	USA NM-28790	PHILLIPS PETROLEUM COMPANY	3/1/1977	N/A	N/A	NM	EDDY	33	18S	31E	NE/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 31 EAST, NMPM, EDDY COUNTY, NEW MEXICO	160.000000
NM103-00022.000	USA NM-12211	18-31 INCORPORATED	12/1/1999	N/A	N/A	NM	EDDY	33	18S	31E	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS THE SE/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 31 EAST, NMPM, EDDY COUNTY, NEW MEXICO	160.000000
NM247-00097.000	STATE OF NM V0-6707	SCOTT EXPLORATION INC	10/1/2002	1206	617	NM	LEA	16	20S	32E	W/2 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 32 EAST, NMPM, LEA COUNTY, NEW MEXICO	320.000000
NM247-00025.000	STATE OF NM VB-0961	COG OIL & GAS LP	7/1/2006	N/A	N/A	NM	LEA	12	18S	35E	S/2 OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 35 EAST, NMPM, LEA COUNTY, NEW MEXICO, LESS & EXCEPT THE WELLBORE OF THE JELLY BELLY 12 STATE	320.000000
NM247-00102.000	USA NM-128361	MANZANO ENERGY PARTNERS LLC	7/1/2012	N/A	N/A	NM	LEA	15	20S	32E	W/2 OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 32 EAST, NMPM, LEA COUNTY, NEW MEXICO	320.000000
NM247-00018.000	STATE OF NM V0-6719	SCOTT EXPLORATION INC	10/1/2002	1206	621	NM	LEA	16	20S	32E	E/2 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 32 EAST, NMPM, LEA COUNTY, NEW MEXICO	320.000000

LEASE ID	ORIGINAL LESSOR	ORIGINAL LESSEE	EFFECTIVE DATE	BOOK	PAGE	STATE	COUNTY	SECTION	TOWNSHIP	RANGE	LEGAL DESCRIPTION	GROSS ACRES
NM247-00015.000	USA NM-97896	PENWELL ENERGY INC	12/1/1996	N/A	N/A	NM	LEA	34	19S	33E	INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS THE SE/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 33 EAST, NMPM, LEA COUNTY, NEW MEXICO, LESS AND EXCEPT THE WELLBORE OF THE JADE FEDERAL COM #1 WELL LOCATED 1980 FEET FSL & 1150 FEET FEL (NE/4SE/4) OF SECTION 34	160.000000
NM103-00019.000	USA LC-029409B	MARATHON OIL COMPANY	11/1/1990	N/A	N/A	NM	LEA	3	18S	32E	LOTS 3, 4, AND THE SW/4NW/4 OF SECTION 3, TOWNSHIP 18 SOUTH, RANGE 32 EAST, NMPM, LEA COUNTY, NEW MEXICO	121.180000
NA	STATE OF NM E-1921	ERLE PAYNE	6/10/1948	72	179	NM	LEA	29	21S	35E	S/2	320.000000
NA	STATE OF NM V-5645	DOUG SHUTZ	11/1/1999	931	544	NM	LEA	30	21S	35E	NE/4	160.000000
NA	THE MERCHANT LIVESTOCK COMPANY	V-F PETROLEUM INC	1/30/2000	1004	342	NM	LEA	30	21S	35E	NW/4SE/4	40.000000
NA	JOHN E BOSSERMAN	V-F PETROLEUM INC	8/9/2000	1045	284	NM	LEA	30	21S	35E	NW/4SE/4	40.000000
NA	STATE OF NM V-5177	DOUG SHUTZ	10/1/1997	907	803	NM	LEA	30	21S	35E	NE/4SE/4, S/2SE/4	120.000000
NA	UNITED STATES OF AMERICA - USA NM-84651	HAMON OIL COMPANY	6/1/1985	387	15	NM	LEA	7	20S	34E	LOTS 1-2 (W2NW), E2NW OF SECTION 7, T20S-R34E	160.330000
NA	UNITED STATES OF AMERICA - USA NM-84652	HAMON OIL COMPANY	6/1/1985	387	20	NM	LEA	7	20S	34E	W2NE, E2NE OF SECTION 7, T20S-R34E	160.000000
NA	UNITED STATES OF AMERICA - USA NM-129733	DANIEL E. GONZALES	4/2/2013	1842	853	NM	LEA	7	20S	34E	LOTS 3-4 (W2SW), E2SW, W2SE, E2SE SECTION 7, T20S-R34E	320.110000
28300026	USA NM-077002	NELLIS MARY	7/1/1949	N/A	N/A	NM	LEA	6, 8	19S	33E	LOTS 1,2,3,4,5,6,7, S/2NE/4, SE/4, SE/4NW/4 AND E/2SW/4 OF SECTION 6, T19S, R33E AND NE/4 AND NW/4, SW/4SE/4 OF SECTION 8, T19S, R33E	1012.060000
NA	USA NMNM 142570	LEGACY RESERVES OPERATING LP	6/1/2021	N/A	N/A	NM	LEA	22, 23	19S	33E	E/2SE/4, SW/4SE/4 OF SECTION 22, T19S, R33E AND SW/4 NW/4, W/2SW/4 OF SECTION 23, T19S, R33E	240.000000
NM283-00059.000	USA NM-63763	SHERRY JOHN E	1/1/1986	N/A	N/A	NM	LEA	23	19S	33E	E/2, E/2W/2, AND THE NW/4NW/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 33 EAST, NMPM, LEA COUNTY, NEW MEXICO	520.000000
NM420-00001.000	USA NM-056556	JOHN A KOCHERGEN	7/1/1983	N/A	N/A	NM	LEA	14	19S	33E	SEC 14: NESE, SENE, SESE, T19S, R33E	120.000000
NM420-00003.000	USA NM-054882	STEVEN J MARKLIN	4/1/1983	N/A	N/A	NM	LEA	15	19S	33E	SEC 15: E2, T19S, R33E	320.000000
NA	USA NM-84810	EUGENIA BATE	6/1/1957	160	44	NM	LEA	22	19S	33E	NE/4 (LESS AND EXCEPT MALACHITE 22 FEDERAL #1H (API 30-025-40318), MALACHITE 22 FEDERAL #2H (API 30-025-40389), AND AMETHYST 22 FEDERAL #1 (API 30-025-30928))	160.000000
NM311-00005.000	THE BOARD OF COUNTY COMMISSIONERS EDDY COUNTY NM	BELCO PETROLEUM CORPORATION	12/22/1973	112	698	NM	EDDY	7	22S	27E	TRACTS 2, 3, 4, 5, 6, 8, 12, 14, 15, 16, 17 AND 18 AS DESCRIBED IN METES AND BOUNDS IN SAID OIL AND GAS LEASE, INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS ACREAGE IN THE WEST HALF (W/2) OF SECTION 7, T-22-S, R-27-E, N.M.P.M., EDDY COUNTY, NEW MEXICO	307.029000
NM311-00005.000	CITY OF CARLSBAD	LOGRO CORPORATION	3/1/1994	185	524	NM	EDDY	7	22S	27E	TRACTS A, B, G AND H, OSBORNE FOURTH ADDITION; LOTS 11 AND 12, BLOCK 217, OSBORNE FOURTH ADDITION; LOT 14, BLOCK G, SAN JOSE EAST ADDITION; LOT 65 BLOCK 209, OSBORNE THIRD ADDITION; LOTS 59, 60, 61, 62, 63 AND 64, BLOCK 189, OSBORNE SECOND ADDITION; ALL IN THE WEST HALF (W/2) OF SECTION 7, T-22-S, R-27-E, N.M.P.M., EDDY COUNTY, NEW MEXICO	307.029000

LEASE ID	ORIGINAL LESSOR	ORIGINAL LESSEE	EFFECTIVE DATE	BOOK	PAGE	STATE	COUNTY	SECTION	TOWNSHIP	RANGE	LEGAL DESCRIPTION	GROSS ACRES
NM311-00005.000	CARLSBAD URBAN DEVELOPMENT	LOGRO CORPORATION	3/1/1994	185	526	NM	EDDY	7	22S	27E	LOTS 6, 7, 10, 13, 14, 15, 16, 17, 18, BLOCK A; LOTS 12, 13, 14, 20, 21, BLOCK C; LOT 14, BLOCK FALL IN SE EAST SAN JOSE ADDITION, ALL IN THE WEST HALF (W/2) OF SECTION 7, T-22-S, R-27-E, N.M.P.M., EDDY COUNTY, NEW MEXICO	307.029000
NM311-00005.000	CHARLES DE B. HAGEMAN	LOGRO CORPORATION	12/1/1993	185	528	NM	EDDY	7	22S	27E	BLOCK 210, OSBORNE THIRD SUBDIVISION; LOTS 4, 15, 16, 18, 20, 22, 24, 26, 28, 30 AND 35, BLOCK 212; LOTS 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28 AND 29, BLOCK 213; LOTS 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, BLOCK 214; LOTS 1 THROUGH 34, BLOCK 215; LOTS 2, 4, 6, 8, 10, 12, 14, 16, 17, 18, 20, 22, 24, AND 26, BLOCK 216; TRACTS C, D, E, F AND H, OSBORNE FOURTH SUBDIVISION, ALL IN THE WEST HALF (W/2) OF SECTION 7, T-22-S, R-27-E, N.M.P.M., EDDY COUNTY, NEW MEXICO	307.029000
NM311-00005.000	JANET H MILES	LOGRO CORPORATION	12/1/1993	185	530	NM	EDDY	7	22S	27E	LOTS 40, 61 AND 63, BLOCK 210, OSBORNE THIRD SUBDIVISION; LOTS 4, 15, 16, 18, 20, 22, 24, 26, 28, 30 AND 35, BLOCK 212; LOTS L, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28 AND 29, BLOCK 213; LOTS 1, 3, 5, 7, 9, II, 13, 15, 17, 19, 21, BLOCK 214; LOTS 1 THROUGH 34, BLOCK 215; LOTS 2, 4, 6, 8, 10, 12, 14, 16, 17, 18, 20, 22, 24, AND 26, BLOCK 216; TRACTS C, D, E, F AND H, OSBORNE FOURTH SUBDIVISION, ALL IN THE WEST HALF (W/2) OF SECTION 7, T-22-S, R-27-E, N.M.P.M., EDDY COUNTY, NEW MEXICO	307.029000
NM311-00005.000	BARBARA A BIRDWELL	LOGRO CORPORATION	12/1/1993	185	532	NM	EDDY	7	22S	27E	LOTS 40, 61 AND 63, BLOCK 210, OSBORNE THIRD SUBDIVISION; LOTS 4, 15, 16, 18, 20, 22, 24, 26, 28, 30 AND 35, BLOCK 212; LOTS L, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28 AND 29, BLOCK 213; LOTS 1, 3, 5, 7, 9, II, 13, 15, 17, 19, 21, BLOCK 214; LOTS 1 THROUGH 34, BLOCK 215; LOTS 2, 4, 6, 8, 10, 12, 14, 16, 17, 18, 20, 22, 24, AND 26, BLOCK 216; TRACTS C, D, E, F AND H, OSBORNE FOURTH SUBDIVISION, ALL IN THE WEST HALF (W/2) OF SECTION 7, T-22-S, R-27-E, N.M.P.M., EDDY COUNTY, NEW MEXICO	307.029000
NM311-00005.000	GERALDINE A STEVENS	LOGRO CORPORATION	12/1/1993	185	534	NM	EDDY	7	22S	27E	LOTS 40, 61 AND 63, BLOCK 210, OSBORNE THIRD SUBDIVISION; LOTS 4, 15, 16, 18, 20, 22, 24, 26, 28, 30 AND 35, BLOCK 212; LOTS L, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28 AND 29, BLOCK 213; LOTS 1, 3, 5, 7, 9, II, 13, 15, 17, 19, 21, BLOCK 214; LOTS 1 THROUGH 34, BLOCK 215; LOTS 2, 4, 6, 8, 10, 12, 14, 16, 17, 18, 20, 22, 24, AND 26, BLOCK 216; TRACTS C, D, E, F AND H, OSBORNE FOURTH SUBDIVISION, ALL IN THE WEST HALF (W/2) OF SECTION 7, T-22-S, R-27-E, N.M.P.M., EDDY COUNTY, NEW MEXICO	307.029000
NM311-00005.000	RALPH DALE HARRIS ET AL	LOGRO CORPORATION	12/1/1993	191	851	NM	EDDY	7	22S	27E	LOTS TWO (2) AND SIX (6) AND THE SOUTH 45 FEET (S. 45') AND THE NORTH 15 FEET OF THE WEST 135.8 FEET (N. 15' OF W. 135.8' OF LOT FOUR (4) AND THE NORTH 20 FEET (N. 20') OF LOT EIGHT (8) IN BLOCK ONE HUNDRED EIGHTY-SIX (186) OSBORNE AS DESCRIBED IN METES AND BOUNDS IN SAID LEASE, ALL IN THE WEST HALF (W/2) OF SECTION 7, T-22-S, R-27-E, N.M.P.M., EDDY COUNTY, NEW MEXICO	307.029000

LEASE ID	ORIGINAL LESSOR	ORIGINAL LESSEE	EFFECTIVE DATE	BOOK	PAGE	STATE	COUNTY	SECTION	TOWNSHIP	RANGE	LEGAL DESCRIPTION	GROSS ACRES
NM311-00005.000	ROY H CAREY JR	LOGRO CORPORATION	12/1/1993	191	691	NM	EDDY	7	22S	27E	TRACT NO. 3 OF THE EDDY COUNTY TAX ASSESSOR'S PLAT OF THE DIVISION OF NE/4 NW/4 SECTION 7, T-22-S, R-27-E AND BEING THE SAME LAND DESCRIBED BY METES AND BOUNDS IN WARRANTY DEED FROM WALKER BRYAN, ET UX AND W. C. CHILDRESS, ET UX TO ROY H. CAREY, JR. DATED AUGUST 18, 1971, CONTAINING 2.7822 ACRES IN THE WEST HALF (W/2) OF SECTION 7, T-22-S, R-27-E, N.M.P.M., EDDY COUNTY, NEW MEXICO.	307.029000
NM311-00005.000	TERESA A SEARS	LOGRO CORPORATION	12/1/1993	192	133	NM	EDDY	7	22S	27E	PARTS OF LOTS 60 AND 62, BLOCK 189, OSBORNE SECOND ADDITION, MORE PARTICULARLY DESCRIBED IN THAT DEED DATED 8/17/92 FROM THE CITY OF CARLSBAD RECORDED IN BOOK 134, PAGE 432 OF THE RECORDS OF EDDY COUNTY, NEW MEXICO IN THE WEST HALF (W/2) OF SECTION 7, T-22-S, R-27-E, N.M.P. .M., EDDY COUNTY, NEW MEXICO	307.029000
NM311-00005.000	SANTA CATARINA CEMETARY ASSOCIATION	LOGRO CORPORATION	12/1/1993	192	1186	NM	EDDY	7	22S	27E	A 9.8 ACRE TRACT AS DESCRIBED IN METES AND BOUNDS IN THE PAID UP OIL AND GAS LEASE DESCRIBED ABOVE, ALL IN THE WEST HALF(W/2) OF SECTION 7, T-22-S, R-27-E, N.M.P.M., EDDY COUNTY, NEW MEXICO	307.029000
NM420-00002.000	USA NM-056749	LEO PAUL MALONEY	9/1/1983	N/A	N/A	NM	LEA	14	19S	33E	SEC 14: NESW, SESW, SWSW, NENW, NWNW, SWNW, SENW, NWSW, N2NE, SWNE, NWSE, SWSE T19S, R33E	520.000000
NM103-00046.000	STATE OF NEW MEXICO - NM OG-5588	THE OHIO OIL COMPANY	6/16/1959	N/A	N/A	NM	LEA	19	20S	35E	LOTS 1 & 2; E/2 OF NW/2 SECTION 19, T20S-R35E	160.000000
NM103-00045.000	UNITED STATES OF AMERICA - USA NM-01747-A	H. A. PETERSON	6/1/1950	86	343	NM	LEA	24	20S	34E	E2NE OF SEC 24, T20S, R34E	80.000000
NM103-00044.000	UNITED STATES OF AMERICA - USA NM-080262	THE OHIO OIL COMPANY	4/1/1960	N/A	N/A	NM	LEA	14	20S	34E	W2NE, SENE OF SECTION 14, T20A-34E	120.000000
NM103-00043.000	UNITED STATES OF AMERICA - USA NM-053434	E. F. HOWE	10/1/1958	N/A	N/A	NM	LEA	13, 14	20S	34E	NE, E2NW, SESW, W2NW OF SECTION 13, T20S-R43E AND NENE OF OF SECTION 14, T20S-R43E	400.000000
NM103-00041.000	UNITED STATES OF AMERICA - USA NM-06531-A	THOMAS JOSEPH SHEEHAN	3/1/1952	N/A	N/A	NM	LEA	11	20S	34E	NWNE, SENE, SWNE, E2SE, W2SE OF SECTION 11, T20S-R34E	280.000000
NM103-00040.000	UNITED STATES OF AMERICA - USA NM-06531	THOMAS JOSEPH SHEEHAN	3/1/1952	N/A	N/A	NM	LEA	11	20S	34E	NENE OF SECTION 11, T20S-R34E	40.000000
NM103-00039.000	UNITED STATES OF AMERICA - USA NM-03085-A	DOROTHY E. COX MCCORMICK	10/1/1948	74	191	NM	LEA	13	20S	34E	E2SE OF SEC 13, T20S, R34E	80.000000
NM103-00038.000	UNITED STATES OF AMERICA - USA NM-03085	DOROTHY E. COX MCCORMICK	10/1/1948	74	191	NM	LEA	13	20S	34E	NESW, W2SE OF SEC 13, T20S, R34E	120.000000
NM103-00037.000	UNITED STATES OF AMERICA - USA NM-02127-B	W. H. MILNER	3/1/1952	98	331	NM	LEA	12	20S	34E	E2NE, W2NE, E2NW, W2NW, SWSW, SESW, NWSW, NESW OF SEC 12, T20S, R34E	480.000000
NM103-00036.000	UNITED STATES OF AMERICA - USA NM-01747	H. A. PETERSON	6/1/1950	86	343	NM	LEA	12, 24	20S	34E	E2SE, W2SE OF SECTION 12, T20S-R34E AND E2NW SWNW, W2NE OF SECTION 24, T20S-R34E	360.000000
NM103-00035.000	UNITED STATES OF AMERICA - USA NMLC-066147-A	DWIGHT ALLISON	12/1/1948	N/A	N/A	NM	LEA	18	20S	35E	LOT 2 OF SEC 18, T20S, R35E	39.910000
NM103-00035.000	UNITED STATES OF AMERICA - USA NMLC-066147-D	DWIGHT ALLISON	12/1/1948	N/A	N/A	NM	LEA	18	20S	35E	SENW OF SEC 18, T20S, R35E	40.000000
NM103-00034.000	UNITED STATES OF AMERICA - USA NMLC-065375-A	L. N. HAGOOD	3/1/1951	N/A	N/A	NM	LEA	18	20S	35E	LOTS 1, 3 & 4; NENW; E2SW OF SEC 18, T20S, R35E	239.770000

Exhibit B - Wells

to that certain Purchase and Sale Agreement dated effective June 1, 2023, by and between Legacy
Reserves Operating LP, as Seller, and Avant Operating, LLC, Legion Production Partners, LLC, and Double Cabin Minerals, LLC, collectively, as Buyer

SHADOW KEY	CC NAME	ST	COUNTY	OPERATOR	API	PROP TYPE	WELL STATUS	PAYOUT STATUS	BPO WI	BPO NRI	APO WI	APO NRI
300390.01	CARLSBAD 7 COM #1	NM	EDDY	SPC RESOURCES LLC	3001522219	G	P	N/A	0.03257000	0.03083800	0.03257000	0.03083800
300693.21	CORRAL FLY 35-26 FED COM 21H	NM	EDDY	OXY USA WTP LP	3001544702	O	P	N/A	0.03125000	0.02559305	0.03125000	0.02559305
300693.22	CORRAL FLY 35-26 FED COM 22H	NM	EDDY	OXY USA WTP LP	3001544703	O	P	N/A	0.03125000	0.02559305	0.03125000	0.02559305
300693.23	CORRAL FLY 35-26 FED COM 23H	NM	EDDY	OXY USA WTP LP	3001544704	O	P	N/A	0.03125000	0.02559305	0.03125000	0.02559305
300693.31	CORRAL FLY 35-26 FED COM 31H	NM	EDDY	OXY USA WTP LP	3001544726	O	P	N/A	0.03125000	0.02559307	0.03125000	0.02559307
300693.32	CORRAL FLY 35-26 FED COM 32H	NM	EDDY	OXY USA WTP LP	3001544727	O	P	N/A	0.03125000	0.02559306	0.03125000	0.02559306
300693.33	CORRAL FLY 35-26 FED COM 33H	NM	EDDY	OXY USA WTP LP	3001544728	G	P	N/A	0.03125000	0.02559306	0.03125000	0.02559306
300696.14	COTTON DRAW UNIT 514H	NM	EDDY	DEVON ENERGY PRODUCTION CO LP	3001544715	O	P	BPO	0.00000000	0.00000000	0.12250000	0.09317425
300696.15	COTTON DRAW UNIT 515H	NM	EDDY	DEVON ENERGY PRODUCTION CO LP	3001544716	O	P	N/A	0.12250000	0.09317425	0.12250000	0.09317425
300696.16	COTTON DRAW UNIT 516H	NM	EDDY	DEVON ENERGY PRODUCTION CO LP	3001544717	O	P	N/A	0.12250000	0.09317425	0.12250000	0.09317425
300696.17	COTTON DRAW UNIT 517H	NM	EDDY	DEVON ENERGY PRODUCTION CO LP	3001544718	O	P	N/A	0.12250000	0.09317425	0.12250000	0.09317425
300015.01	GRYNBERG 11 FED COM #1	NM	EDDY	CIMAREX ENERGY OF COLORADO	3001522085	G	PA	N/A	0.16406250	0.13324218	0.16406250	0.13324218
300015.02	GRYNBERG 11 FED COM #2	NM	EDDY	CIMAREX ENERGY OF COLORADO	3001524224	G	PA	N/A	0.16406250	0.13324218	0.16406250	0.13324218
300015.03	GRYNBERG 11 FED COM #3	NM	EDDY	CIMAREX ENERGY OF COLORADO	3001534193	G	PA	N/A	0.16406250	0.13324218	0.16406250	0.13324218
300015.04	GRYNBERG 11 FED COM #4	NM	EDDY	CIMAREX ENERGY OF COLORADO	3001534197	G	PA	N/A	0.16406250	0.13324218	0.16406250	0.13324218
300015.05	GRYNBERG 11 FED COM #5H	NM	EDDY	CIMAREX ENERGY OF COLORADO	3001543715	G	P	BPO	0.17014519	0.13813663	0.16406250	0.13324218
300389.01	INEXCO FEDERAL COM #1	NM	EDDY	SPC RESOURCES LLC	3001521597	G	P	N/A	0.04531250	0.03640660	0.04531250	0.03640660
300024.01	KEOHANE FED COM #1	NM	EDDY	LEGACY RESERVES OPERATING LP	3001522409	G	P	N/A	1.00000000	0.81250000	1.00000000	0.81250000
300642.05	RUGER 31 B2EH FEDERAL 1H	NM	EDDY	MEWBOURNE OIL CO	3001542474	O	P	N/A	0.50000000	0.45473560	0.50000000	0.45473560
300642.06	RUGER 31 B3DA FEDERAL 2H	NM	EDDY	MEWBOURNE OIL CO	3001543063	O	P	BPO	0.56083023	0.50431345	0.50000000	0.45291190
300642.03	RUGER 31 B3EH FEDERAL 2H	NM	EDDY	MEWBOURNE OIL CO	3001542595	O	P	N/A	0.50000000	0.45473560	0.50000000	0.45473560
300642.02	RUGER 31 DA FEDERAL COM 1H	NM	EDDY	MEWBOURNE OIL CO	3001541952	O	P	N/A	0.50000000	0.45291190	0.50000000	0.45291190
300642.04	RUGER 31 LI FEDERAL 1H	NM	EDDY	MEWBOURNE OIL CO	3001541679	O	P	N/A	0.50000000	0.39026440	0.50000000	0.39026440
300642.01	RUGER 31 MP FEDERAL COM 1H	NM	EDDY	MEWBOURNE OIL CO	3001540242	O	P	N/A	0.50000000	0.39208810	0.50000000	0.39208810
300688.01	STATE IC 1 (INACTIVE)	NM	EDDY	CHEVRON USA (TEXACO)	3001523202	G	PA	N/A	0.05005000	0.00000000	0.05005000	0.00000000
300661.02	COTTON DRAW 9L FEDERAL 2H	NM	LEA	CIMAREX ENERGY OF COLORADO	3002540784	O	P	BPO	0.00000000	0.04625312	0.11875000	0.13531563
300661.03	COTTON DRAW 9L FEDERAL 3H	NM	LEA	CIMAREX ENERGY OF COLORADO	3002541451	O	P	BPO	0.00000000	0.04625312	0.11875000	0.13531563
300661.04	COTTON DRAW 9L FEDERAL 4H	NM	LEA	CIMAREX ENERGY OF COLORADO	3002543836	O	P	N/A	0.11875000	0.14243748	0.11875000	0.14243748
300661.05	COTTON DRAW 9L FEDERAL 5H	NM	LEA	CIMAREX ENERGY OF COLORADO	3002543837	O	P	N/A	0.00000000	0.04625312	0.00000000	0.04625312
300643.91	HAMON FED COM A 01 (P&A)	NM	LEA	LEGACY RESERVES OPERATING LP	3002530881	G	PA	N/A	0.53667925	0.00000000	0.53667925	0.00000000
300643.01	HAMON FED COM A 01HR*	NM	LEA	LEGACY RESERVES OPERATING LP	3002541616	O	P	BPO	0.60670330	0.55639997 NORTH / 0.43750000 SOUTH	0.53667925	0.45839997 NORTH / 0.43750000 SOUTH
300643.02	HAMON FED COM A 02H*	NM	LEA	LEGACY RESERVES OPERATING LP	3002541630	O	P	N/A	0.53667925	0.45839997 NORTH / 0.43750000 SOUTH	0.53667925	0.45839997 NORTH / 0.43750000 SOUTH
300643.03	HAMON FED COM A 03H*	NM	LEA	LEGACY RESERVES OPERATING LP	3002541305	O	P	N/A	0.53667925	0.45839997 NORTH / 0.43750000 SOUTH	0.53667925	0.45839997 NORTH / 0.43750000 SOUTH
300643.04	HAMON FED COM A 04H*	NM	LEA	LEGACY RESERVES OPERATING LP	3002541617	O	P	N/A	0.53667925	0.45839997 NORTH / 0.43750000 SOUTH	0.53667925	0.45839997 NORTH / 0.43750000 SOUTH
300643.05	HAMON FED COM A 05H*	NM	LEA	LEGACY RESERVES OPERATING LP	3002543230	O	P	BPO	0.85000000	0.65189025 NORTH / 0.75312500 SOUTH	0.45617736	0.39802355 NORTH / 0.361568808 SOUTH
300643.06	HAMON FED COM A 06H*	NM	LEA	LEGACY RESERVES OPERATING LP	3002543214	O	P	BPO	0.40224429	0.38772829 NORTH / 0.30185432 SOUTH	0.35581834	0.32275429 NORTH / 0.30185433 SOUTH

300643.07	HAMON FED COM A 07H*	NM	LEA	LEGACY RESERVES OPERATING LP	3002543248	O	P	BPO	0.40224429	0.38772829 NORTH / 0.30185432 SOUTH	0.35581834	0.32275429 NORTH / 0.30185433 SOUTH
300643.08	HAMON FED COM A 08H*	NM	LEA	LEGACY RESERVES OPERATING LP	3002543249	O	P	BPO	0.40224429	0.38772829 NORTH / 0.30185432 SOUTH	0.35581834	0.32275429 NORTH / 0.30185433 SOUTH
300643.09	HAMON FED COM A 09H*	NM	LEA	LEGACY RESERVES OPERATING LP	3002543250	O	P	BPO	0.85000000	0.65189025 NORTH / 0.75312500 SOUTH	0.45617736	0.39802355 NORTH / 0.361568808 SOUTH
300643.1	HAMON FED COM A 10H*	NM	LEA	LEGACY RESERVES OPERATING LP	3002543251	O	P	BPO	0.40224429	0.38772829 NORTH / 0.30185432 SOUTH	0.35581834	0.32275429 NORTH / 0.30185433 SOUTH
300643.11	HAMON FED COM A 11H*	NM	LEA	LEGACY RESERVES OPERATING LP	3002543252	O	P	BPO	0.66300000	0.52077031 NORTH / 0.59191682 SOUTH	0.35581834	0.32275429 NORTH / 0.30185433 SOUTH
300643.12	HAMON FED COM A 12H*	NM	LEA	LEGACY RESERVES OPERATING LP	3002543253	O	P	BPO	0.40224429	0.38772829 NORTH / 0.30185432 SOUTH	0.35581834	0.32275429 NORTH / 0.30185433 SOUTH
300037.01	HAMON FEDERAL COM #1	NM	LEA	LEGACY RESERVES OPERATING LP	3002530848	SWD	PA	N/A	0.66668058	0.45839997	0.66668058	0.45839997
300168.03	JADE 34 FED COM 3	NM	LEA	CHISHOLM ENERGY OPERATING LLC	3002536820	G	PA	N/A	0.29250000	0.24922500	0.29250000	0.24922500
300177.01	LAGUNA 16 STATE 1	NM	LEA	FASKEN OIL & RANCH LTD	3002536437	G	P	N/A	0.15104200	0.12083360	0.15104200	0.12083360
300177.02	LAGUNA 16 STATE 2H	NM	LEA	FASKEN OIL & RANCH LTD	3002540680	O	P	N/A	0.15104200	0.12083360	0.15104200	0.12083360
300177.09	LAGUNA 16 STATE 9H	NM	LEA	FASKEN OIL & RANCH LTD	3002542132	O	P	BPO	0.18050498	0.14440398	0.15104200	0.12083360
300034.18	LEA FEDERAL UNIT #18 PENN	NM	LEA	LEGACY RESERVES OPERATING LP	3002536904	G	P	N/A	0.32952992	0.32714651	0.32952992	0.32714651
300034.19	LEA FEDERAL UNIT #19 BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002536905	G	P	N/A	0.32952990	0.32880138	0.32952990	0.32880138
300034.2	LEA FEDERAL UNIT #20 PENN	NM	LEA	LEGACY RESERVES OPERATING LP	3002537012	O	P	N/A	0.32952992	0.32714651	0.32952992	0.32714651
300034.21	LEA FEDERAL UNIT #21 DEL	NM	LEA	LEGACY RESERVES OPERATING LP	3002537525	O	P	N/A	0.91310610	0.74858016	0.91310610	0.74858016
300034.22	LEA FEDERAL UNIT #22 BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002539010	O	SI	N/A	0.32952990	0.32880138	0.32952990	0.32880138
300034.24	LEA FEDERAL UNIT #24 DLWR	NM	LEA	LEGACY RESERVES OPERATING LP	3002538212	O	P	N/A	0.91310610	0.74771779	0.91310610	0.74771779
300034.28	LEA FEDERAL UNIT #28 BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002538718	G	P	N/A	0.32952990	0.32880138	0.32952990	0.32880138
300034.29	LEA FEDERAL UNIT #29 BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002539077	G	SI	BPO	0.92993187	0.78037822	0.32952991	0.32896760
300033.05.02	LEA UNIT #02 BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002502428	O	P	N/A	0.91310610	0.76648349	0.91310610	0.76648349
300033.05.03	LEA UNIT #02D SWD SRQ	NM	LEA	LEGACY RESERVES OPERATING LP	3002528528	WIW	PA	N/A	0.91310610	0.00000000	0.91310610	0.00000000
300033.06.03	LEA UNIT #03 BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002520038	O	P	N/A	0.91310610	0.76648349	0.91310610	0.76648349
300033.09.04	LEA UNIT #04-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002502424	O	P	N/A	0.91310610	0.76648349	0.91310610	0.76648349
300033.04.05	LEA UNIT #05 BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002502429	O	SI	N/A	0.91310610	0.76648349	0.91310610	0.76648349
300033.09.06	LEA UNIT #06 BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002502425	O	P	N/A	0.91310610	0.76648349	0.91310610	0.76648349
300033.05.07	LEA UNIT #07 BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002502430	O	P	N/A	0.91310610	0.76648349	0.91310610	0.76648349
300033.05.08	LEA UNIT #08 SWD SRQ	NM	LEA	LEGACY RESERVES OPERATING LP	3002502431	SWD	PA	N/A	0.91310610	0.00000000	0.91310610	0.00000000
300033.11.09	LEA UNIT #09 DLWR	NM	LEA	LEGACY RESERVES OPERATING LP	3002502432	O	P	N/A	0.91310610	0.73646783	0.91310610	0.73646783
300033.11.10.01	LEA UNIT #10 DEV	NM	LEA	LEGACY RESERVES OPERATING LP	3002520506	O	PA	N/A	1.00000000	0.00000000	1.00000000	0.00000000
300033.09.A1	LEA UNIT #100-H WC	NM	LEA	LEGACY RESERVES OPERATING LP	3002545211	O	P	BPO	0.64085163	0.56375775	0.62131800	0.54764245
300033.11.11	LEA UNIT #11 BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002520338	G	PA	N/A	0.91310610	0.76433475	0.91310610	0.76433475
300033.11.12	LEA UNIT #12 BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002526365	O	P	N/A	0.9131061	0.76648349	0.9131061	0.76648349
300033.04.13	LEA UNIT #13 BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002529381	O	P	N/A	0.9131061	0.76648349	0.9131061	0.76648349
300033.11.14	LEA UNIT #14 DLWR	NM	LEA	LEGACY RESERVES OPERATING LP	3002530138	O	PA	N/A	0.91310610	0.00000000	0.91310610	0.00000000
300033.05.16.01	LEA UNIT #16 BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002532033	G	P	N/A	0.91310610	0.76648349	0.91310610	0.76648349
300033.06.17	LEA UNIT #17 DLWR	NM	LEA	LEGACY RESERVES OPERATING LP	3002532794	O	P	N/A	0.91310610	0.75619454	0.91310610	0.75619454
300033.09.A2	LEA UNIT #200-H WC	NM	LEA	LEGACY RESERVES OPERATING LP	3002545212	O	P	BPO	0.64085163	0.56375775	0.62131800	0.54764245
300033.05.30	LEA UNIT #30-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002540698	O	PA	N/A	0.91310610	0.00000000	0.91310610	0.00000000
300033.05.31	LEA UNIT #31-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002540699	O	P	N/A	0.91310610	0.76648349	0.91310610	0.76648349
300033.11.32	LEA UNIT #32-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002542342	O	P	BPO	0.79567388	0.67987436	0.77614018	0.66375906
300033.05.33	LEA UNIT #33-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002542343	O	P	N/A	0.77614018	0.66375906	0.77614018	0.66375906
300033.05.34	LEA UNIT #34-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002542344	O	P	N/A	0.77614018	0.66375906	0.77614018	0.66375906
300033.04.35	LEA UNIT #35-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002542985	O	P	BPO	0.77863838	0.66652956	0.61079360	0.53974916
300033.04.36	LEA UNIT #36-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002543076	O	P	N/A	0.61079360	0.53974916	0.61079360	0.53974916
300033.04.37	LEA UNIT #37-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002543092	O	P	N/A	0.77614019	0.66375906	0.77614019	0.66375906

300033.13.38	LEA UNIT #38-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002543077	O	P	N/A	0.61079360	0.53974916	0.61079360	0.53974916
300033.04.39	LEA UNIT #39-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002542986	O	P	N/A	0.61079360	0.53974916	0.61079360	0.53974916
300033.13.40	LEA UNIT #40-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002543093	O	P	N/A	0.61079360	0.53974916	0.61079360	0.53974916
300033.04.41	LEA UNIT #41-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002544733	O	P	BPO	0.48657814	0.44734946	0.47641900	0.43456201
300033.04.42	LEA UNIT #42-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002544354	O	P	BPO	0.61811790	0.54594531	0.60538934	0.53488031
300033.13.43	LEA UNIT #43-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002544329	O	P	N/A	0.47641900	0.43896817	0.47641900	0.43896817
300033.05.44	LEA UNIT #44-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002542885	O	P	N/A	0.40878876	0.38824552	0.40878876	0.38824552
300033.05.45	LEA UNIT #45-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002543143	O	P	N/A	0.40878876	0.38824552	0.40878876	0.38824552
300033.05.47	LEA UNIT #47-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002543145	O	P	N/A	0.77614019	0.66375906	0.77614019	0.66375906
300033.05.48	LEA UNIT #48-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002543146	O	P	N/A	0.77614019	0.66375906	0.77614019	0.66375906
300033.05.49	LEA UNIT #49-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002544410	O	P	BPO	0.62823153	0.55400840	0.60538923	0.53409121
300033.05.50	LEA UNIT #50-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002544411	O	P	BPO	0.61834020	0.54608863	0.60538934	0.53483023
300033.05.51	LEA UNIT #51-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002542958	O	P	N/A	0.28010041	0.29172930	0.28010041	0.29172930
300033.09.54	LEA UNIT #54-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002542949	O	P	N/A	0.52812030	0.47774417	0.52812030	0.47774417
300033.09.55	LEA UNIT #55-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002544023	O	P	BPO	0.61654490	0.54662915	0.41193383	0.39724508
300033.09.56	LEA UNIT #56-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002544026	O	P	BPO	0.61654490	0.54662915	0.41193383	0.39724508
300033.08.57	LEA UNIT #57-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002542959	O	P	BPO	0.80704576	0.68901358	0.69346689	0.60583563
300033.08.58	LEA UNIT #58-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002544027	O	P	N/A	0.54090417	0.48733211	0.54090417	0.48733211
300033.14.59	LEA UNIT #59-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002544035	O	P	N/A	0.77614019	0.66375906	0.77614019	0.66375906
300033.14.60	LEA UNIT #60-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002544025	O	P	BPO	0.61811794	0.54594531	0.60538934	0.53488031
300033.14.61	LEA UNIT #61-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002544024	O	P	N/A	0.60538934	0.53569590	0.60538934	0.53569590
300033.14.62	LEA UNIT #62-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002543247	O	P	N/A	0.77614019	0.66375906	0.77614019	0.66375906
300033.14.63	LEA UNIT #63-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002544734	O	P	N/A	0.60538934	0.53569593	0.60538934	0.53569593
300033.14.64	LEA UNIT #64-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002544735	O	P	BPO	0.61745040	0.54647694	0.60538934	0.53871694
300033.11.65	LEA UNIT #65-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002545210	O	P	N/A	0.71858070	0.62058948	0.71858070	0.62058948
300033.04.66	LEA UNIT #66-H BS	NM	LEA	LEGACY RESERVES OPERATING LP	3002545154	O	P	BPO	0.79533866	0.67959783	0.77614018	0.66907895
300070.01	LIVESTOCK 30 STATE #1	NM	LEA	PENROC OIL CORPORATION	3002535200	G	P	N/A	0.03000000	0.02250000	0.03000000	0.02250000
300344.01	NELLIS C FEDERAL GAS COM 1	NM	LEA	LEGACY RESERVES OPERATING LP	3002526799	G	P	N/A	0.58035711	0.49575890	0.58035711	0.49575890
300345.01	NELLIS FEDERAL 1	NM	LEA	LEGACY RESERVES OPERATING LP	3002501663	G	PA	N/A	1.00000000	0.82500000	1.00000000	0.82500000
300345.02.01	NELLIS FEDERAL 2 (BONE SPGS)	NM	LEA	LEGACY RESERVES OPERATING LP	3002525782	O	P	N/A	1.00000000	0.83500000	1.00000000	0.83500000
300345.03	NELLIS FEDERAL 3	NM	LEA	LEGACY RESERVES OPERATING LP	3002526091	O	PA	N/A	1.00000000	0.83500000	1.00000000	0.83500000
300345.04	NELLIS FEDERAL 4	NM	LEA	LEGACY RESERVES OPERATING LP	3002529680	O	PA	N/A	1.00000000	0.83500000	1.00000000	0.83500000
300345.05	NELLIS FEDERAL 5	NM	LEA	LEGACY RESERVES OPERATING LP	3002531607	O	P	N/A	1.00000000	0.83500000	1.00000000	0.83500000
300345.06	NELLIS FEDERAL 6	NM	LEA	LEGACY RESERVES OPERATING LP	3002531608	O	PA	N/A	1.00000000	0.83500000	1.00000000	0.83500000
300345.09	NELLIS FEDERAL 9	NM	LEA	LEGACY RESERVES OPERATING LP	3002526008	O	P	N/A	1.00000000	0.82500000	1.00000000	0.82500000
300035.01	OSUDO 29 STATE #2	NM	LEA	CONOCO PHILLIPS COMPANY	3002538482	G	P	N/A	0.00000000	0.04000000	0.00000000	0.04000000
300692.02	PLAINS UNIT FEDERAL 2	NM	LEA	CIMAREX ENERGY OF COLORADO	3002520040	G	P	N/A	0.00000000	0.00583333	0.00000000	0.00583333
300071.01	RAWHIDE 29 STATE #1	NM	LEA	CONOCO PHILLIPS COMPANY	3002536458	G	P	N/A	0.03000000	0.02250000	0.03000000	0.02250000
300374.02	SAPPHIRE FEDERAL SWD 2	NM	LEA	LEGACY RESERVES OPERATING LP	3002531198	O	P	N/A	0.49500000	0.39430970	0.49500000	0.39430970
300374.01	SAPPHIRE FEDERAL UNIT 1 (SWD)	NM	LEA	LEGACY RESERVES OPERATING LP	3002531491	SWD	PA	N/A	0.49500000	0.39430970	0.49500000	0.39430970
300212.01	WILD TURKEY 10 STATE 1	NM	LEA	LEGACY RESERVES OPERATING LP	3002532331	O	PA	N/A	0.25000000	0.23482981	0.25000000	0.23482981
300706.05	CACHE RIVER 29 32 ST COM 201H	NM	LEA	V-F PETROLEUM INC	3002551023	O	DR	BPO	0.05417530	0.04403445	TBD	TBD
300706.06	CACHE RIVER 29 32 ST COM 202H	NM	LEA	V-F PETROLEUM INC	3002551024	O	DR	BPO	0.05417530	0.04403445	TBD	TBD
300706.07	CACHE RIVER 29 32 ST COM 203H	NM	LEA	V-F PETROLEUM INC	3002551239	O	DR	BPO	0.05155690	0.03866768	TBD	TBD
300706.08	CACHE RIVER 29 32 ST COM 204H	NM	LEA	V-F PETROLEUM INC	3002551249	O	DR	BPO	0.07790042	0.06171826	TBD	TBD
300706.09	CACHE RIVER 29 32 ST COM 301H	NM	LEA	V-F PETROLEUM INC	3002551025	O	DR	BPO	0.05417530	0.04403445	TBD	TBD
300706.1	CACHE RIVER 29 32 ST COM 302H	NM	LEA	V-F PETROLEUM INC	3002551026	O	DR	BPO	0.05417530	0.04403445	TBD	TBD
300706.11	CACHE RIVER 29 32 ST COM 303H	NM	LEA	V-F PETROLEUM INC	3002551250	O	DR	BPO	0.05155690	0.03866768	TBD	TBD
300706.12	CACHE RIVER 29 32 ST COM 304H	NM	LEA	V-F PETROLEUM INC	3002551251	O	DR	BPO	0.07790042	0.06171826	TBD	TBD
300705.01	BARNEY 404H	NM	EDDY	SPC RESOURCES, LLC	3001549097	O	AFE	N/A	0.00015353	0.00013434	0.00015353	0.00013434
300705.02	BARNEY 434H	NM	EDDY	SPC RESOURCES, LLC	3001549107	O	AFE	N/A	0.00015353	0.00013434	0.00015353	0.00013434
300700.01	BRITZ FEDERAL 001	NM	LEA	LEGACY RESERVES OPERATING, LP	3002529704	O	P	N/A	0.65437497	0.49078123	0.65437497	0.49078123
300701.01	TEXACO FEDERAL 001	NM	LEA	LEGACY RESERVES OPERATING, LP	3002530763	O	P	N/A	0.84449377	0.63337033	0.84449377	0.63337033
300702.04	WYNELL FEDERAL 004	NM	LEA	LEGACY RESERVES OPERATING, LP	3002535719	O	P	N/A	0.70625000	0.52968750	0.70625000	0.52968750
300703.05	BEL AIR 5 8 2BS FEDERAL COM 005H	NM	LEA	EARTHSTONE OPERATING, LLC	3002549712	O	P	N/A	0.14285714	0.11928572	0.14285714	0.11928572
300703.06	BEL AIR 5 8 2BS FEDERAL COM 006H	NM	LEA	EARTHSTONE OPERATING, LLC	3002549713	O	P	N/A	0.12458342	0.10402716	0.12458342	0.10402716
300704.23	DEE OSBORNE 1930 STATE COM 123H	NM	LEA	MATADOR PRODUCTION COMPANY	3002550102	O	P	BPO	0.00000000	0.00000000	0.01470000	0.01100000
300704.24	DEE OSBORNE 1930 STATE COM 124H	NM	LEA	MATADOR PRODUCTION COMPANY	3002550103	O	P	BPO	0.00000000	0.00000000	0.01530000	0.01150000
300699.01	CAVEMAN 402H	NM	EDDY	SPC RESOURCES LLC	3001547629	O	AFE	N/A	0.00719000	0.00575200	0.00719000	0.00575200
TBD	BAETZ 22-15 FED COM 1H	NM	LEA	FASKEN OIL & RANCH LTD	PENDING	O	AFE	N/A	0.03760000	0.03290000	0.03760000	0.03290000
TBD	BAETZ 22-15 FED COM 2H	NM	LEA	FASKEN OIL & RANCH LTD	PENDING	O	AFE	N/A	0.03760000	0.03290000	0.03760000	0.03290000

*Wells are subject to leases with sliding scale royalty. Interests set forth above assume a 12.5% royalty rate.

Exhibit C - Rights-of-Way, Surface Use Agreements and Easements
to that certain Purchase and Sale Agreement dated effective June 1, 2023, by and between Legacy
Reserves Operating LP, as Seller, and Avant Operating, LLC, Legion Production Partners, LLC, and Double Cabin Minerals, LLC, collectively, as Buyer

CONTRACT TYPE	CONTRACT NAME/PARTIES	DATE	STATE	COUNTY	RECORDING INFORMATION	ASSOCIATED PROPERTY/UNIT/LANDS
SWD AGREEMENT	HAMON FED 1 SWD JOA	12/1/2015	NM	LEA	2004 / 216	HAMON FED 1 SWD
RIGHT OF WAY / EASEMENT	BLM ROW NM-131294	9/1/2013	NM	LEA		HAMON FRESH WATER LINE
RIGHT OF WAY / EASEMENT	BLM ROW NM-137927	7/18/2018	NM	LEA		HAMON PIPELINE CONNECTION
RIGHT OF WAY / EASEMENT	BLM ROW NM-136547	11/28/2017	NM	LEA		HAMON FED COM A PRODUCED WATER LINE
RIGHT OF WAY / EASEMENT	BLM ROW NM-136547 AMENDMENT	6/20/2018	NM	LEA		HAMON FED COM A PRODUCED WATER LINE
SURFACE USE AGREEMENT	KENNETH SMITH INC SUA AND COMP AGMT	6/16/2012	NM	LEA		HAMON
SWD AGREEMENT	FASKEN AND LEGACY SWD AGMT	2/19/2018	NM	LEA		QUAL 16 STATE NO. 9 (SEC 16 T20S R34E)
SURFACE USE AGREEMENT	KLEIN PROPERTIES LLC SUA AND DAMAGE AGMT	7/1/2015	NM	LEA		SEC 1, T20S R24E
RIGHT OF WAY / EASEMENT	ENTRY ROADWAY AND LOCATION AGMT	7/15/2015	NM	LEA		LEA UNIT AREA (SEE EXHIBITS)
SWD AGREEMENT	BEAR DELAWARE OPERATING SWD AGMT	10/22/2018	NM	LEA		LEA UNIT AREA
SWD AGREEMENT	YATES AND MEC SAPPHIRE FEDERAL SWD AGMT	1/6/1992	NM	LEA		SAPPHIRE FEDERAL SWD #1
FACILITIES AGREEMENT	LEGACY RESERVES OPERATING LP, AS SELLER AND DCP MIDSTREAM, LP AS BUYER	6/8/2018	NM	LEA		
AMENDMENT	LEGACY RESERVES OPERATING, LP, AND PLAINS MARKETING, L.P.	6/1/2015	NM	LEA		HAMON, HAMON SOUTH (PIPELINE)
SECOND AMENDMENT	LEGACY RESERVES OPERATING, LP, AND PLAINS MARKETING, L.P.	7/11/2019	NM	LEA		HAMON, HAMON SOUTH (PIPELINE)
THIRD AMENDMENT	LEGACY RESERVES OPERATING, LP, AND PLAINS MARKETING, L.P.	6/1/2020	NM	LEA		HAMON, HAMON SOUTH (PIPELINE)
HAMON PIPELINE LINE FILL	LEGACY RESERVES OPERATING, LP AND PLAINS PIPELINE, L.P.	6/23/2015	NM	LEA		HAMON FED
FIRST AMENDMENT TO PIPELINE CONNECTION AGREEMENT	PLAINS PIPELINE, L.P. AND LEGACY RESERVES OPERATING, L.P.	4/1/2015	NM	LEA		HAMON FED
PIPELINE CONNECTION AGREEMENT	PLAINS PIPELINE, L.P. AND LEGACY RESERVES OPERATING, L.P., AS CONNECTEE	8/19/2013	NM	LEA		HAMON FED
PRODUCED WATER GATHERING AGREEMENT	3 BEAR DELAWARE OPERATING-NM, LLC, AS GATHERER AND LEGACY RESERVES OPERATING, LP AS PRODUCER	10/22/2018	NM	LEA		VARIOUS
AMENDMENT TO PRODUCED WATER GATHERING AGREEMENT	3 BEAR DELAWARE OPERATING-NM, LLC, AS GATHERER AND LEGACY RESERVES OPERATING, LP AS PRODUCER	4/18/2020	NM	LEA		VARIOUS
RELEASE AND DEDICATION AGREEMENT	PLAINS ORYX PERMIAN BASIN PIPELINE LLC AND COG OPERATING LLC, COG PRODUCTION LLC, CONCHO OIL AND GAS, LLC, AND COG ACREAGE LP	10/26/2021	NM	LEA		COP TRADE
AMENDED AND RESTATED WATER GATHERING AND DISPOSAL AGREEMENT	SOLARIS MIDSTREAM DB-NM, LLC, AS GATHERER, AND COG OPERATING LLC, CONCHO OIL & GAS LLC AND COG ACREAGE LP, AS PRODUCER	6/11/2020	NM	LEA		COP TRADE
SURFACE USE AGREEMENT	YATES PETROLEUM FRAC POND USE AGMT	7/15/2015	NM	LEA		SECTION 21, T20S R35E
SURFACE USE AGREEMENT	PRO POND USAGE AGREEMENT	1/1/2023	NM	LEA		SECTION 18, T20S R34E
SPECIAL METERING AGREEMENT	SOUTHWESTERN PUBLIC SERVICE COMPANY	10/31/2008	NM	LEA		SECTION 24, T20S R34E

CONTRACT TYPE	CONTRACT NAME/PARTIES	DATE	STATE	COUNTY	RECORDING INFORMATION	ASSOCIATED PROPERTY/UNIT/LANDS
PERMIT	PERMIT TO CONSTRUCT DRIVEWAY ON PUBLIC ROW	6/29/2015	NM	LEA		SECTION 1, T20S R34E
RIGHT OF WAY / EASEMENT	SIMS BROTHERS RANCH	7/31/1985	NM	LEA		LEA UNIT
RIGHT OF WAY / EASEMENT	USA NM-105616	8/6/2001	NM	LEA		HAMON FEDERAL
RIGHT OF WAY / EASEMENT	S & S INCORPORATED	9/30/2008	NM	LEA		LEA FEDERAL UNIT / HAMON
RIGHT OF WAY / EASEMENT	USA NM-131294	5/30/2014	NM	LEA		HAMON FED COM A
RIGHT OF WAY / EASEMENT	USA NM-02127-B	9/27/1977	NM	LEA		LEA UNIT
RIGHT OF WAY / EASEMENT	KENNETH SMITH INC	3/14/1994	NM	LEA	500 / 557	LEA UNIT
RIGHT OF WAY / EASEMENT	MARATHON OIL COMPANY	8/24/1972	NM	LEA	411 / 852	LEA UNIT
RIGHT OF WAY / EASEMENT	ROBERTS NATHAN	2/15/1961	NM	LEA	265 / 449	LEA UNIT
RIGHT OF WAY / EASEMENT	USA NM-136547	11/28/2017	NM	LEA		HAMON FED COM A
RIGHT OF WAY / EASEMENT	STATE OF NEW MEXICO R-35597	2/22/2017	NM	LEA		HAMON FED COM A
COMPRESSOR AGREEMENT	HAMON 8H GAS LIFT AGMT TOTAL OPS	2/8/2018	NM	LEA		HAMON
WATER AGREEMENT	3 BEAR PRODUCED WATER GATHERING	10/22/2018	NM	LEA		LEA UNIT
WATER AGREEMENT	3 BEAR AMENDMENT TO WATER GATHERING	8/18/2020	NM	LEA		HAMON

Exhibit D - Contracts

to that certain Purchase and Sale Agreement dated effective June 1, 2023, by and between Legacy Reserves Operating LP, as Seller, and Avant Operating, LLC, Legion Production Partners, LLC, and Double Cabin Minerals, LLC, collectively, as Buyer

CONTRACT TYPE	CONTRACT NAME/PARTIES	DATE	STATE	COUNTY	RECORDING INFORMATION	ASSOCIATED PROPERTY/UNIT/LANDS
JOINT OPERATING AGREEMENT	BARNEY JOA SPC RESOURCES	8/1/2022	NM	EDDY		BARNEY
JOINT OPERATING AGREEMENT (AMENDMENT)	AMENDMENT TO BARNEY JOA	4/13/2023	NM	EDDY		BARNEY
DECLARATION OF POOLED UNIT	BARNEY WOLFCAMP UNIT	9/1/2022	NM	EDDY	1163 / 1049	BARNEY
JOINT OPERATING AGREEMENT	BEL-AIR E2E2 SEC5-8 JOA	11/1/2022	NM	LEA		BEL-AIR
JOINT OPERATING AGREEMENT	BEL-AIR E2W2 SEC5-8 JOA	11/1/2022	NM	LEA		BEL-AIR
JOINT OPERATING AGREEMENT	BEL-AIR W2E2 SEC5-8 JOA	11/1/2022	NM	LEA		BEL-AIR
JOINT OPERATING AGREEMENT	BEL-AIR W2W2 SEC5-8 JOA	11/1/2022	NM	LEA		BEL-AIR
COMMUNITIZATION AGREEMENT	NMNM 105823415 BEL AIR 5 8 2BS FEDERAL COM #6	TBD	NM	LEA		BEL - AIR
COMMUNITIZATION AGREEMENT	NMNM 105823415 - BEL AIR 5 8 2BS FEDERAL COM #6	TBD	NM	LEA		BEL - AIR
CORRECTION ASSIGNMENT	BEL AIR CORRECTION ABOS LEGACY TO NORTHERN	5/1/2023	NM	LEA		BEL-AIR
LETTER AGREEMENT	BEL-AIR AND JADE 34 WELLBORE PURCHASE AGREEMENT	5/22/2023	NM	LEA		BEL-AIR, JADE 34
COMMUNITIZATION AGREEMENT	NMNM 091050 AMETHYST 22 FEDERAL #1	2/1/1994	NM	LEA		RUBY
COMMUNITIZATION AGREEMENT	NMNM 101340 JADE FEDERAL COM #3	8/6/1998	NM	LEA		JADE
JOINT OPERATING AGREEMENT	JADE 34 E2E2 JOA - EARTHSTONE OPERATING	11/1/2022	NM	LEA		JADE 34
JOINT OPERATING AGREEMENT	JADE 34 W2E2 JOA - EARTHSTONE OPERATING	11/1/2022	NM	LEA		JADE 34
JOINT OPERATING AGREEMENT	JADE 34 9H 18H 21H 22H JOA - EARTHSTONE OPERATING	11/1/2022	NM	LEA		JADE 34
JOINT OPERATING AGREEMENT	JADE 34 FEDERAL JOA - NEARBURG PRODUCING COMPANY	12/1/1997	NM	LEA		JADE 34
RATIFICATION	JADE 34 FEDERAL JOA RATIFICATION	6/8/2004	NM	LEA		JADE 34
LETTER AGREEMENT	V-F AND LEGACY AGREEMENT W2 CACHE RIVER	3/27/2023	NM	LEA		CACHE RIVER
JOINT OPERATING AGREEMENT	CACHE RIVER W2 SEC29-32 JOA	9/1/2022	NM	LEA		CACHE RIVER
LETTER AGREEMENT	V-F AND LEGACY AGREEMENT E2 CACHE RIVER	4/25/2023	NM	LEA		CACHE RIVER
JOINT OPERATING AGREEMENT	CACHE RIVER E2E2 SEC 29-32 JOA	10/1/2022	NM	LEA		CACHE RIVER
JOINT OPERATING AGREEMENT	CACHE RIVER W2E2 SEC 29-32 JOA	10/1/2022	NM	LEA		CACHE RIVER
JOINT OPERATING AGREEMENT	CAVEMAN SEC7-12 JOA	3/1/2021	NM	EDDY		CAVEMAN
STIPULATION OF INTEREST	COG AND LEGACY STIPULATION	10/1/2010	NM	EDDY		CORRAL FLY
COMMUNITIZATION AGREEMENT	CORRAL FLY 35-26 FED COM 21H-23H	TBD	NM	EDDY		CORRAL FLY
COMMUNITIZATION AGREEMENT	CORRAL FLY 35-26 FED COM 31H NMNM143392	12/1/2018	NM	EDDY		CORRAL FLY
LETTER AGREEMENT	CORRAL FLY ACCOUNTING ERROR AGREEMENT	9/14/2023	NM	EDDY		CORRAL FLY
JOINT OPERATING AGREEMENT	MITCHELL ENERGY CORP JOA	1/1/1993	NM	EDDY		NW/4 AND S/2 SEC 35, T24S-R29E
COMMUNITIZATION AGREEMENT	NMNM 138575 - COTTON DRAW 514H	3/21/2018	NM	LEA		COTTON DRAW
COMMUNITIZATION AGREEMENT	NMNM 138268 - COTTON DRAW 294H & 512H	3/30/2017	NM	LEA		COTTON DRAW
COMMUNITIZATION AGREEMENT	NMNM 138269 - COTTON DRAW 291H & 513H	3/30/2017	NM	LEA		COTTON DRAW
JOINT OPERATING AGREEMENT	CIMAREX COTTON DRAW 9L JOA	5/15/2012	NM	LEA		COTTON DRAW 9L FEDERAL WELLS
JOINT OPERATING AGREEMENT	HAMON JOA	6/5/2013	NM	LEA		HAMON
JOINT OPERATING AGREEMENT	HAMON FED COM A 5H - JUPITER LGCY JOA	6/1/2017	NM	LEA	2119 / 325	HAMON FED COM A 5H
JOINT OPERATING AGREEMENT	HAMON FED COM A 6H - JUPITER LGCY JOA	7/1/2017	NM	LEA	2121 / 638	HAMON FED COM A 6H
JOINT OPERATING AGREEMENT	HAMON FED COM A 7H - JUPITER LGCY JOA	8/1/2017	NM	LEA	2123 / 540	HAMON FED COM A 7H
JOINT OPERATING AGREEMENT	HAMON FED COM A 8H - JUPITER LGCY JOA	8/1/2017	NM	LEA	2122 / 754	HAMON FED COM A 8H
JOINT OPERATING AGREEMENT	HAMON FED COM A 9H - JUPITER LGCY JOA	7/1/2017	NM	LEA	2119 / 332	HAMON FED COM A 9H
JOINT OPERATING AGREEMENT	HAMON FED COM A 10H - JUPITER LGCY JOA	7/1/2017	NM	LEA	2121 / 639	HAMON FED COM A 10H
JOINT OPERATING AGREEMENT	HAMON FED COM A 11H - JUPITER LGCY JOA	8/1/2017	NM	LEA	2123 / 541	HAMON FED COM A 11H
JOINT OPERATING AGREEMENT	HAMON FED COM A 12H - JUPITER LGCY JOA	8/1/2017	NM	LEA	2122 / 757	HAMON FED COM A 12H
JOINT OPERATING AGREEMENT	TXO JOA (HAMON)	3/1/1990	NM	LEA		HAMON - SECTION 7, T20S R 34E
FARMIN AGREEMENT	HAMON OPERATING COMPANY FARMIN	1/1/1990	NM	LEA		HAMON - SECTION 7, T20S R 34E
COMMUNITIZATION AGREEMENT	HAMON FED COM #1 COMM NM-82107	2/1/1990	NM	LEA	526 / 551	HAMON
COMMUNITIZATION AGREEMENT	HAMON FED COMM NM-82107 AMENDMENT	2/1/1990	NM	LEA		HAMON
COMMUNITIZATION AGREEMENT	NMNM-134072 E2E2 COMM AGMT	12/1/2014	NM	LEA	1947 / 610	HAMON - E2E2 SEC 7, T20S R34E
COMMUNITIZATION AGREEMENT	NMNM-134520 W2W2 COMM AGMT	10/1/2014	NM	LEA	1962 / 374	HAMON - W2W2 SEC 7, T20S R34E
COMMUNITIZATION AGREEMENT	NMNM-134709 E2W2 COMM AGMT	1/1/2015	NM	LEA	1970 / 538	HAMON - E2W2 SEC 7, T20S R34E
COMMUNITIZATION AGREEMENT	NMNM-132988 W2E2 COMM AGMT	11/1/2013	NM	LEA	1918 / 402	HAMON - W2E2 SEC 7, T20S R34E
STIPULATION OF INTEREST	NMNM-132988 STIPULATION AGMT	11/1/2014	NM	LEA	1918 / 416	HAMON - W2E2 SEC 7, T20S R34E

CONTRACT TYPE	CONTRACT NAME/PARTIES	DATE	STATE	COUNTY	RECORDING INFORMATION	ASSOCIATED PROPERTY/UNIT/LANDS
DEVELOPMENT AGREEMENT	JUPITER AND LEGACY DEVELOPMENT AGMT	7/2/2015	NM	LEA	1968 / 527	HAMON, LEA
SWD AGREEMENT	HAMON FED 1 SWD JOA	12/1/2015	NM	LEA	2004 / 216	HAMON FED 1 SWD
DEVELOPMENT AGREEMENT	FIRST AMENDED AND RESTATED DEV AGMT (LGCY-JUPITER)	8/1/2017	NM	LEA	2119 / 688	HAMON, LEA
LETTER AGREEMENT	ARM (FKA JUPITER) AND LEGACY	7/10/2023	NM	LEA		HAMON, LEA FEDERAL
MISC AGREEMENT	ARM (FKA JUPITER) AND LEGACY TERMINATION AGMT	7/10/2023	NM	LEA		HAMON, LEA FEDERAL
STIPULATION OF INTEREST	NOTICE OF REVERSION AND STIP OF INT (LGCY-JUPITER)	6/1/2017	NM	LEA	2119 / 668	HAMON, LEA
RIGHT OF WAY / EASEMENT	BLM ROW NM-131294	9/1/2013	NM	LEA		HAMON FRESH WATER LINE
RIGHT OF WAY / EASEMENT	BLM ROW NM-137927	7/18/2018	NM	LEA		HAMON PIPELINE CONNECTION
RIGHT OF WAY / EASEMENT	BLM ROW NM-136547	11/28/2017	NM	LEA		HAMON FED COM A PRODUCED WATER LINE
RIGHT OF WAY / EASEMENT	BLM ROW NM-136547 AMENDMENT	6/20/2018	NM	LEA		HAMON FED COM A PRODUCED WATER LINE
SURFACE USE AGREEMENT	KENNETH SMITH INC SUA AND COMP AGMT	6/16/2012	NM	LEA		HAMON
SWD AGREEMENT	FASKEN AND LEGACY SWD AGMT	2/19/2018	NM	LEA		QUAL 16 STATE NO. 9 (SEC 16 T20S R34E)
COMMUNITIZATION AGREEMENT	INEXCO FEDERAL COMM AGMT NM-90982	1/31/1993	NM	EDDY	170 / 238	INEXCO FEDERAL
JOINT OPERATING AGREEMENT	NAUMANN OIL JOA	11/1/1992	NM	EDDY		S2 SEC 12, T21S R26E
JOINT OPERATING AGREEMENT	JET FEDERAL COM UNIT JOA	1/1/2023	NM	EDDY		JET FEDERAL COM UNIUT
JOINT OPERATING AGREEMENT	LAGUNA 16 JOA WITH AMI	3/25/2003	NM	LEA		SEC 16, T20S R32E
JOINT OPERATING AGREEMENT	LAGUNA 16 JOA REVISION AGREEMENT	6/3/2014	NM	LEA		SEC 16, T20S R32E
JOINT OPERATING AGREEMENT	LAGUNA 16 JOA AMENDMENT AGREEMENT	7/14/2011	NM	LEA		SEC 16, T20S R32E
EXPLORATORY AGREEMENT	WYNONA STATE EXPLORATORY AGMT	11/15/2004	NM	LEA		N2 SEC 19, N2, SE4 SEC 20, SEC 21, SEC 22, N2, N2S2, S2SE4 SEC 28, T12S R34E
COMMUNITIZATION AGREEMENT	KEOHANE FED COM #1 SCR403	2/1/1982	NM	EDDY		KEOHANE FED COM #1
LETTER AGREEMENT	LAGUNA STATE 16 NO 5 WELLBORE PURCHASE AGMT	6/14/2014	NM	LEA		LAGUNA 16 NO 5H
JOINT OPERATING AGREEMENT	LEA UNIT 32H JUPITER JOA	9/1/2015	NM	LEA	2008 / 729	LEA UNIT 32H
JOINT OPERATING AGREEMENT	LEA UNIT 33H JUPITER JOA	7/15/2015	NM	LEA	2012 / 33	LEA UNIT 33H
JOINT OPERATING AGREEMENT	LEA UNIT 34H JUPITER JOA	9/1/2015	NM	LEA	2008 / 736	LEA UNIT 34H
JOINT OPERATING AGREEMENT	LEA UNIT 35H JUPITER JOA	7/1/2016	NM	LEA		LEA UNIT 35H
JOINT OPERATING AGREEMENT	LEA UNIT 36H JUPITER JOA	12/1/2016	NM	LEA		LEA UNIT 36H
JOINT OPERATING AGREEMENT	LEA UNIT 37H JUPITER JOA	9/1/2016	NM	LEA		LEA UNIT 37H
JOINT OPERATING AGREEMENT	LEA UNIT 38H JUPITER JOA	11/1/2016	NM	LEA	2085 / 738	LEA UNIT 38H
JOINT OPERATING AGREEMENT	LEA UNIT 39H JUPITER JOA	8/1/2016	NM	LEA		LEA UNIT 39H
JOINT OPERATING AGREEMENT	LEA UNIT 40H JUPITER JOA	11/1/2016	NM	LEA		LEA UNIT 40H
JOINT OPERATING AGREEMENT	LEA UNIT 41H JUPITER JOA	5/1/2018	NM	LEA		LEA UNIT 41H
JOINT OPERATING AGREEMENT	LEA UNIT 42H JUPITER JOA	3/1/2018	NM	LEA		LEA UNIT 42H
JOINT OPERATING AGREEMENT	LEA UNIT 43H JUPITER JOA	4/1/2018	NM	LEA		LEA UNIT 43H
JOINT OPERATING AGREEMENT	LEA UNIT 44H JUPITER JOA	10/20/2015	NM	LEA	2008 / 722	LEA UNIT 44H
JOINT OPERATING AGREEMENT	LEA UNIT 45H JUPITER JOA	1/1/2017	NM	LEA		LEA UNIT 45H
JOINT OPERATING AGREEMENT	LEA UNIT 47H JUPITER JOA	9/1/2016	NM	LEA		LEA UNIT 47H
JOINT OPERATING AGREEMENT	LEA UNIT 48H JUPITER JOA	10/1/2016	NM	LEA		LEA UNIT 48H
JOINT OPERATING AGREEMENT	LEA UNIT 49H JUPITER JOA	2/1/2018	NM	LEA		LEA UNIT 49H
JOINT OPERATING AGREEMENT	LEA UNIT 50H JUPITER JOA	2/1/2018	NM	LEA		LEA UNIT 50H
JOINT OPERATING AGREEMENT	LEA UNIT 51H JUPITER JOA	6/1/2017	NM	LEA		LEA UNIT 51H
JOINT OPERATING AGREEMENT	LEA UNIT 54H JUPITER JOA	12/1/2015	NM	LEA	2012 / 289	LEA UNIT 54H
JOINT OPERATING AGREEMENT	LEA UNIT 55H JUPITER JOA	9/1/2017	NM	LEA		LEA UNIT 55H
JOINT OPERATING AGREEMENT	LEA UNIT 56H JUPITER JOA	10/1/2017	NM	LEA		LEA UNIT 56H
JOINT OPERATING AGREEMENT	LEA UNIT 57H JUPITER JOA	6/1/2016	NM	LEA		LEA UNIT 57H
JOINT OPERATING AGREEMENT	LEA UNIT 58H JUPITER JOA	12/1/2017	NM	LEA		LEA UNIT 58H
JOINT OPERATING AGREEMENT	LEA UNIT 59H JUPITER JOA	4/1/2017	NM	LEA		LEA UNIT 59H
JOINT OPERATING AGREEMENT	LEA UNIT 60H JUPITER JOA	11/1/2017	NM	LEA		LEA UNIT 60H
JOINT OPERATING AGREEMENT	LEA UNIT 61H JUPITER JOA	11/1/2017	NM	LEA		LEA UNIT 61H
JOINT OPERATING AGREEMENT	LEA UNIT 62H JUPITER JOA	1/1/2017	NM	LEA		LEA UNIT 62H
JOINT OPERATING AGREEMENT	LEA UNIT 63H JUPITER JOA	5/1/2018	NM	LEA		LEA UNIT 63H
JOINT OPERATING AGREEMENT	LEA UNIT 64H JUPITER JOA	6/1/2018	NM	LEA		LEA UNIT 64H
JOINT OPERATING AGREEMENT	LEA UNIT AREA OP AGMT	11/10/1959	NM	LEA	1603	LEA UNIT
UNIT AGREEMENT	LEA UNIT AGREEMENT	11/10/1959	NM	LEA		LEA UNIT
FARMOUT AGREEMENT	SAMSON DEVELOPMENT FARMOUT AGMT	7/1/2004	NM	LEA		LEA UNIT

CONTRACT TYPE	CONTRACT NAME/PARTIES	DATE	STATE	COUNTY	RECORDING INFORMATION	ASSOCIATED PROPERTY/UNIT/LANDS
SURFACE USE AGREEMENT	KLEIN PROPERTIES LLC SUA AND DAMAGE AGMT	7/1/2015	NM	LEA		SEC 1, T20S R24E
RIGHT OF WAY / EASEMENT	ENTRY ROADWAY AND LOCATION AGMT	7/15/2015	NM	LEA		LEA UNIT AREA (SEE EXHIBITS)
SWD AGREEMENT	BEAR DELAWARE OPERATING SWD AGMT	10/22/2018	NM	LEA		LEA UNIT AREA
JOINT OPERATING AGREEMENT	RUGER 31 JOA	8/15/2012	NM	EDDY		SEC 31, T19S R29E
REVENUE SHARING AGREEMENT	RUGER 31 REVENUE SHARING AGMT	1/1/2014	NM	EDDY		SEC 31, T19S R29E
COMMUNITIZATION AGREEMENT	NELLIS C COMM AGMT	4/8/1980	NM	LEA		NELLIS C - SEC 8, T19S R33E
JOINT OPERATING AGREEMENT	NELLIS C FEDERAL GAS COM JOA	4/15/1980	NM	LEA		NELLIS C - E2 SEC 8, T19S R33E
EXCHANGE AGREEMENT	COG AND LEGACY EA	12/1/2021	NM	LEA		
EXCHANGE AGREEMENT	PBEX AND LEGACY	5/1/2022	NM	LEA		
EXCHANGE AGREEMENT	SBI AND LEGACY	8/1/2021	NM	LEA		
SWD AGREEMENT	YATES AND MEC SAPPHIRE FEDERAL SWD AGMT	1/6/1992	NM	LEA		SAPPHIRE FEDERAL SWD #1
JOINT OPERATING AGREEMENT	SAPPHIRE FEDERAL JOA	12/1/1987	NM	LEA		SEC 23, T19S R33E
JOINT OPERATING AGREEMENT	SAPPHIRE FEDERAL JOA AMENDMENT	9/12/1989	NM	LEA		SEC 23, SEC 24, T19S R33E
UNIT AGREEMENT	SAPPHIRE FEDERAL UNIT AGREEMENT NMNM-72631	11/7/1988	NM	LEA	547 / 308	SAPPHIRE FEDERAL
UNIT AGREEMENT	SAPPHIRE FEDERAL UA AMENDMENT NMNM-72631	5/14/1997	NM	LEA		SAPPHIRE FEDERAL
UNIT AGREEMENT	SAPPHIRE FEDERAL UA DECISION NMNM-72631	9/9/1998	NM	LEA		SAPPHIRE FEDERAL
GAS PURCHASE AGREEMENT	LEGACY RESERVES OPERATING LP, AS SELLER AND VERSADO GAS PROCESSORS, L.L.C. ACTING THROUGH TARGA MIDSTREAM SERVICES LLC, AS BUYER	1/1/2016	NM	LEA		ALL HAMON & LEA FED
AMENDMENT TO GAS PURCHASE AGREEMENT	LEGACY RESERVES OPERATING LP, AS SELLER AND VERSADO GAS PROCESSORS, L.L.C. ACTING THROUGH TARGA MIDSTREAM SERVICES LLC, AS BUYER	12/1/2017	NM	LEA		ALL HAMON & LEA FED
GAS PURCHASE CONTRACT	LEGACY RESERVES OPERATING LP, AS SELLER AND DCP OPERATING COMPANY, LP, AS BUYER	11/1/2020	NM	LEA, EDDY		KEOHANE, ORYX STATE #1, BROWN BEAR, REINDEER, HIGH LONESOME, RAPTOR, OTHERS
GAS PURCHASE CONTRACT	LEGACY RESERVES OPERATING LP, AS SELLER AND DCP MIDSTREAM, LP AS BUYER	12/1/2016	NM	LEA		LEA FEDERAL
FACILITIES AGREEMENT	LEGACY RESERVES OPERATING LP, AS SELLER AND DCP MIDSTREAM, LP AS BUYER	6/8/2018	NM	LEA		
AMENDMENT TO GAS PURCHASE CONTRACT	LEGACY RESERVES OPERATING LP, AS SELLER AND DCP MIDSTREAM, LP AS BUYER	6/1/2018	NM	LEA		
GAS PURCHASE CONTRACT	CONOCOPHILLIPS COMPANY, AS SELLER, AND DCP OPERATING COMPANY, LP AS BUYER	9/1/2022	NM	LEA		TEXACO FEDERAL #1
GAS PURCHASE CONTRACT	COG OPERATING LLC, AS SELLER AND DCP MIDSTREAM, LP, AS BUYER	7/1/2011	NM	LEA		WYNELL FEDERAL #2
REINSTATEMENT AND AMENDMENT TO GAS PURCHASE CONTRACT	COG OPERATING LLC, AS SELLER AND DCP MIDSTREAM, LP, AS BUYER	5/1/2017	NM	LEA		WYNELL FEDERAL #2
CRUDE OIL PURCHASE CONTRACT	LEGACY RESERVES OPERATING, LP, AND PLAINS MARKETING, L.P.	8/14/2019	NM	LEA		LEA UNIT, LEA UNIT SOUTH, LEAD UNIT WC BATTERIES (PIPELINE)
CRUDE OIL PURCHASE CONTRACT	LEGACY RESERVES OPERATING, LP, AND PLAINS MARKETING, L.P.	3/14/2007	NM	LEA		VARIOUS
CRUDE OIL PURCHASE CONTRACT	LEGACY RESERVES OPERATING, LP, AND PLAINS MARKETING, L.P.	6/20/2013	NM	LEA		HAMON, HAMON SOUTH (PIPELINE)
AMENDMENT	LEGACY RESERVES OPERATING, LP, AND PLAINS MARKETING, L.P.	6/1/2015	NM	LEA		HAMON, HAMON SOUTH (PIPELINE)
SECOND AMENDMENT	LEGACY RESERVES OPERATING, LP, AND PLAINS MARKETING, L.P.	7/11/2019	NM	LEA		HAMON, HAMON SOUTH (PIPELINE)
THIRD AMENDMENT	LEGACY RESERVES OPERATING, LP, AND PLAINS MARKETING, L.P.	6/1/2020	NM	LEA		HAMON, HAMON SOUTH (PIPELINE)
HAMON PIPELINE LINE FILL	LEGACY RESERVES OPERATING, LP AND PLAINS PIPELINE, L.P.	6/23/2015	NM	LEA		HAMON FED
ASSIGNMENT AND BILL OF SALE	PLAINS PIPELINE, L.P., AS SELLER AND LEGACY RESERVES OPERATING, LP AS BUYER	4/1/2015	NM	LEA		HAMON FED
ASSIGNOR CONSENT	PLAINS PIPELINE, L.P., AS ASSIGNOR AND LEGACY RESERVES OPERATING, L.P. AS ASSIGNEE	4/1/2015	NM	LEA		HAMON FED
CLOSING AGREEMENT	PLAINS PIPELINE, L.P. AND LEGACY RESERVES OPERATING, L.P.	4/1/2015	NM	LEA		HAMON FED

CONTRACT TYPE	CONTRACT NAME/PARTIES	DATE	STATE	COUNTY	RECORDING INFORMATION	ASSOCIATED PROPERTY/UNIT/LANDS
FIRST AMENDMENT TO PIPELINE CONNECTION AGREEMENT	PLAINS PIPELINE, L.P. AND LEGACY RESERVES OPERATING, L.P.	4/1/2015	NM	LEA		HAMON FED
MEMORANDUM OF ASSIGNMENT	PLAINS PIPELINE, L.P. AND LEGACY RESERVES OPERATING, L.P.	4/1/2015	NM	LEA		HAMON FED
PIPELINE CONNECTION AGREEMENT	PLAINS PIPELINE, L.P. AND LEGACY RESERVES OPERATING, L.P., AS CONNECTEE	8/19/2013	NM	LEA		HAMON FED
CRUDE OIL GATHERING SERVICES AGREEMENT	3 BEAR DELAWARE OPERATING-NM, LLC, AS GATHERER AND LEGACY RESERVES OPERATING, LP AS SHIPPER	3/4/2019	NM	LEA		LEA WOLFCAM;
PRODUCED WATER GATHERING AGREEMENT	3 BEAR DELAWARE OPERATING-NM, LLC, AS GATHERER AND LEGACY RESERVES OPERATING, LP AS PRODUCER	10/22/2018	NM	LEA		VARIOUS
AMENDMENT TO PRODUCED WATER GATHERING AGREEMENT	3 BEAR DELAWARE OPERATING-NM, LLC, AS GATHERER AND LEGACY RESERVES OPERATING, LP AS PRODUCER	4/18/2020	NM	LEA		VARIOUS
GAS PURCHASE CONTRACT	TEXACO PRODUCING INC, AS SELLER, AND PHILLIPS 66 NATURAL GAS COMPANY, AS BUYER	8/1/1989	NM	LEA		COP TRADE
RELEASE AND DEDICATION AGREEMENT	PLAINS ORYX PERMIAN BASIN PIPELINE LLC AND COG OPERATING LLC, COG PRODUCTION LLC, CONCHO OIL AND GAS, LLC, AND COG ACREAGE LP	10/26/2021	NM	LEA		COP TRADE
AMENDED AND RESTATED WATER GATHERING AND DISPOSAL AGREEMENT	SOLARIS MIDSTREAM DB-NM, LLC, AS GATHERER, AND COG OPERATING LLC, CONCHO OIL & GAS LLC AND COG ACREAGE LP, AS PRODUCER	6/11/2020	NM	LEA		COP TRADE
SURFACE USE AGREEMENT	YATES PETROLEUM FRAC POND USE AGMT	7/15/2015	NM	LEA		SECTION 21, T20S R35E
SURFACE USE AGREEMENT	PRO POND USAGE AGREEMENT	1/1/2023	NM	LEA		SECTION 18, T20S R34E
SPECIAL METERING AGREEMENT	SOUTHWESTERN PUBLIC SERVICE COMPANY	10/31/2008	NM	LEA		SECTION 24, T20S R34E
PERMIT	PERMIT TO CONSTRUCT DRIVEWAY ON PUBLIC ROW	6/29/2015	NM	LEA		SECTION 1, T20S R34E
RIGHT OF WAY / EASEMENT	SIMS BROTHERS RANCH	7/31/1985	NM	LEA		LEA UNIT
RIGHT OF WAY / EASEMENT	USA NM-105616	8/6/2001	NM	LEA		HAMON FEDERAL
RIGHT OF WAY / EASEMENT	S & S INCORPORATED	9/30/2008	NM	LEA		LEA FEDERAL UNIT / HAMON
RIGHT OF WAY / EASEMENT	USA NM-131294	5/30/2014	NM	LEA		HAMON FED COM A
RIGHT OF WAY / EASEMENT	USA NM-02127-B	9/27/1977	NM	LEA		LEA UNIT
RIGHT OF WAY / EASEMENT	KENNETH SMITH INC	3/14/1994	NM	LEA	500 / 557	LEA UNIT
RIGHT OF WAY / EASEMENT	MARATHON OIL COMPANY	8/24/1972	NM	LEA	411 / 852	LEA UNIT
RIGHT OF WAY / EASEMENT	ROBERTS NATHAN	2/15/1961	NM	LEA	265 / 449	LEA UNIT
RIGHT OF WAY / EASEMENT	USA NM-136547	11/28/2017	NM	LEA		HAMON FED COM A
RIGHT OF WAY / EASEMENT	STATE OF NEW MEXICO R-35597	2/22/2017	NM	LEA		HAMON FED COM A
COMPRESSOR AGREEMENT	HAMON 8H GAS LIFT AGMT TOTAL OPS	2/8/2018	NM	LEA		HAMON
PURCHASE AND SALE AGREEMENT	SBI AND LEGACY	11/16/2020	NM	LEA, EDDY		
WATER AGREEMENT	3 BEAR PRODUCED WATER GATHERING	10/22/2018	NM	LEA		LEA UNIT
WATER AGREEMENT	3 BEAR AMENDMENT TO WATER GATHERING	8/18/2020	NM	LEA		HAMON
COMMUNITIZATION AGREEMENT	GRYNBERG 11 FED COM 5H NMNM138424	9/7/2016	NM	EDDY		GRYNBERG 11

Exhibit E - Inventory

to that certain Purchase and Sale Agreement dated effective June 1, 2023, by and between Legacy Reserves Operating LP, as Seller, and Avant Operating, LLC, Legion Production Partners, LLC, and Double Cabin Minerals, LLC, collectively, as Buyer

1. Pumping Units:

Well Name	API/UWI	Description
HAMON FED COM A 01HR	3002541616	American-C-640-305-144
HAMON FED COM A 02H	3002541630	Liberty-C-640-365-168
HAMON FED COM A 03H	3002541305	Lufkin-C-640-365-168
HAMON FED COM A 04H	3002541617	SHORES-C-640-365-168
HAMON FED COM A 05H	3002543230	APEX-C-1824-427-300
HAMON FED COM A 06H	3002543214	Apex-C-640-365-168
HAMON FED COM A 07H	3002543248	APEX-C-1824-467-300
HAMON FED COM A 09H	3002543250	APEX-C-1824-427-300
HAMON FED COM A 10H	3002543251	Lufkin-C-912-365-168
HAMON FED COM A 11H	3002543252	APEX-C-1824-427-300
HAMON FED COM A 12H	3002543253	APEX-C-640-365-168
LEA FEDERAL UNIT #19 BS	3002536905	SHORES-c-640-365-168
LEA FEDERAL UNIT #22 BS	3002539010	Lufkin-C-640-365-144
LEA FEDERAL UNIT #24 DLWR	3002538212	Lufkin-C-640-365-144
LEA FEDERAL UNIT #28 BS	3002538718	Lufkin-C-640-365-144
LEA UNIT #02 BS	3002502428	Shores-C-640-365-168
LEA UNIT #03 BS	3002520038	American-C-456-305-144
LEA UNIT #04-H BS	3002502424	Lufkin-C-456-256-120
LEA UNIT #05 BS	3002502429	Lufkin-M-456-365-144
LEA UNIT #06 BS	3002502425	Lufkin-A-456-256-120
LEA UNIT #07 BS	3002502430	API-C-640-365-168
LEA UNIT #09 DLWR	3002502432	Lufkin-M-456-305-144
LEA UNIT #100-H WC	3002545211	Apex-C-640-365-168
LEA UNIT #12 BS	3002526365	Lufkin-M-456-365-144
LEA UNIT #13 BS	3002529381	Lufkin-M-640-365-144
LEA UNIT #17 DLWR	3002532794	Sentry-C-640-365-168
LEA UNIT #200-H WC	3002545212	APEX-C-1280-427-216
LEA UNIT #31-H BS	3002540699	Apex-C-1280-365-240
LEA UNIT #33-H BS	3002542343	Lufkin-C-640-256-120
LEA UNIT #34-H BS	3002542344	Apex-C-1280-365-240
LEA UNIT #35-H BS	3002542985	Champion-C-1280-365-240
LEA UNIT #36-H BS	3002543076	Lufkin-C-912-365-192
LEA UNIT #37-H BS	3002543092	Apex-C-1280-365-240
LEA UNIT #39-H BS	3002542986	Lufkin-C-1824-427-300

Well Name	API/UWI	Description
LEA UNIT #40-H BS	3002543093	APEX-C-640-365-168
LEA UNIT #42-H BS	3002544354	APEX-C-1824-427-300
LEA UNIT #44-H BS	3002542885	SHORES-C-640-365-168
LEA UNIT #45-H BS	3002543143	Champion-C-1280-365-240
LEA UNIT #47-H BS	3002543145	apex-C-1280-365-240
LEA UNIT #48-H BS	3002543146	SHORES-C-640-365-168
LEA UNIT #49-H BS	3002544410	APEX-C-640-365-168
LEA UNIT #50-H BS	3002544411	Apex-C-1280-365-240
LEA UNIT #51-H BS	3002542958	SHORES-C-640-365-168
LEA UNIT #54-H BS	3002542949	APEX-c-1280-365-240
LEA UNIT #56-H BS	3002544026	APEX C1824-465-300
LEA UNIT #57-H BS	3002542959	APEX-c-640-365-168
LEA UNIT #58-H BS	3002544027	APEX-C-1824-427-300
LEA UNIT #59-H BS	3002543035	AJAX-C-1824-427-300
LEA UNIT #60-H BS	3002544025	APEX-C-1824-427-300
LEA UNIT #62-H BS	3002543247	APEX-C-1824-427-300
LEA UNIT #66-H BS	3002545154	Lufkin-C-1824-427-300

2. Inventory at Field Offices and Yards:

Description		#
Rods (Structural)		250
Tubing (Structural)		
2 3/8"		233
2 7/8"		313
Tubing		
2 7/8" L80		110
Pipe Rack Sets		7
Misc.		
Pipe Trailer 32'		1
Air Trailer 5'x8' enclosed		1
Tires (these are tires trucks came from factory with)		42
Poly		
3" poly SDR 7	500'	6 rolls
4" poly SDR 7	500'	1 roll
Electrical Panels		
600 amp disconnect		2
Assorted Panel Boxes		15
Drives		
Unico 250HP drive W/260 KVA transformer and 250 harmonics filter		1
Toshiba 400 amp drive		1
Baker 655 amp drive w/520 KVA transformer		1
VRU 30 HP		1
Compressor 5HP		1

300 HP Hpump 538 SERIES Flex47SSD 73 Stage		1
Motors	Frame	RPM
300HP motor	449TS	3380
250HP motor	449TS	3575
60HP motors x3	405T	1135
125HP Motor	447T	1105
100HP motor	445T	1125
700HP motor	5810A	3585
200HP motor	447TS	3572
3HP motors x2 circulating motors		
5HP motor circulating motor		
Transformers	# of transformers	
167 KVA 1 set	3	
75 KVA 1 set	3	
25 KVA 8 sets	24	
15 KVA 9 sets	27	
10 KVA 2 sets	6	
1 cattle guard (good) 16'x6'	1	
RODS	# of RODS	
1" HA#1 Remanufactured	1	
1" KD#1 Remanufactured	4	
1" MMS#1 Remanufactured	95	
1" N97#1 Remanufactured	30	
1" Q88#1 Remanufactured	22	
1" S88#1 Remanufactured	24	
3/4" C#1 Remanufactured	17	
3/4" D (N78)#1 Remanufactured	40	
3/4" D#1 Remanufactured	470	
3/4" HA#1 Remanufactured	6	
3/4" K#1 Remanufactured	35	
3/4" KD (D90)#1 Remanufactured	2	
3/4" KD#1 Remanufactured	153	
3/4" MMS#1 Remanufactured	88	
3/4" N97#1 Remanufactured	208	
3/4" T66#1 Remanufactured	178	
3/4" UHS#1 Remanufactured	3	
7/8" D (N78)#1 Remanufactured	108	
7/8" HA#1 Remanufactured	2	
7/8" HD#1 Remanufactured	22	
7/8" HS#1 Remanufactured	4	
7/8" KD#1 Remanufactured	105	
7/8" MMS#1 Remanufactured	452	
7/8" N97#1 Remanufactured	10	
7/8" Q88#1 Remanufactured	86	
7/8" T66#1 Remanufactured	123	
7/8" UHS#1 Remanufactured	105	
Sinker Bars		
1-1/2" x 3/4" C Grade w/neck #1 Blem	5	

1-1/2" x 7/8" C Grade w/neck #1 Blem	1	
1-1/2" x 7/8" C Grade no/neck #1	4	
1-5/8" x 7/8" C Grade w/nek #1 Blem	12	
Pumping Units (Marathon Yard)		
Lufkin 114	1	
Lufkin 57	2	
National 320	1	
Lufkin 456-305-120	1	
Cabot 80D	1	
Lufkin Mark Unit 320D	1	
Lufkin Mark Unit 320D	1	
Lufkin 320DB	1	

Exhibit F – Fee Mineral Interests

to that certain Purchase and Sale Agreement dated effective June 1, 2023, by and between Legacy Reserves Operating LP, as Seller, and Avant Operating, LLC, Legion Production Partners, LLC, and Double Cabin Minerals, LLC, collectively, as Buyer

None.

Exhibit G - Midstream and Marketing Contracts
to that certain Purchase and Sale Agreement dated effective June 1, 2023, by and between Legacy
Reserves Operating LP, as Seller, and Avant Operating, LLC, Legion Production Partners, LLC, and Double Cabin Minerals, LLC, collectively, as Buyer

CONTRACT NUMBER	CONTRACT TYPE	CONTRACT NAME/PARTIES	DATE	STATE	COUNTY
26902	GAS PURCHASE AGREEMENT	LEGACY RESERVES OPERATING LP, AS SELLER AND VERSADO GAS PROCESSORS, L.L.C. ACTING THROUGH TARGA MIDSTREAM SERVICES LLC, AS BUYER	1/1/2016	NM	LEA
26902	AMENDMENT TO GAS PURCHASE AGREEMENT	LEGACY RESERVES OPERATING LP, AS SELLER AND VERSADO GAS PROCESSORS, L.L.C. ACTING THROUGH TARGA MIDSTREAM SERVICES LLC, AS BUYER	12/1/2017	NM	LEA
ART45174PUR	GAS PURCHASE CONTRACT	LEGACY RESERVES OPERATING LP, AS SELLER AND DCP OPERATING COMPANY, LP, AS BUYER	11/1/2020	NM	LEA, EDDY
EUN0970PUR	GAS PURCHASE CONTRACT	LEGACY RESERVES OPERATING LP, AS SELLER AND DCP MIDSTREAM, LP AS BUYER	12/1/2016	NM	LEA
EUN0970PUR	FACILITIES AGREEMENT	LEGACY RESERVES OPERATING LP, AS SELLER AND DCP MIDSTREAM, LP AS BUYER	6/8/2018	NM	LEA
EUN0970PUR	AMENDMENT TO GAS PURCHASE CONTRACT	LEGACY RESERVES OPERATING LP, AS SELLER AND DCP MIDSTREAM, LP AS BUYER	6/1/2018	NM	LEA
EUN47237PUR	GAS PURCHASE CONTRACT	CONOCOPHILLIPS COMPANY, AS SELLER, AND DCP OPERATING COMPANY, LP AS BUYER	9/1/2022	NM	LEA
EUN0849000A	GAS PURCHASE CONTRACT	COG OPERATING LLC, AS SELLER AND DCP MIDSTREAM, LP, AS BUYER	7/1/2011	NM	LEA
EUN0849000A	REINSTATEMENT AND AMENDMENT TO GAS PURCHASE CONTRACT	COG OPERATING LLC, AS SELLER AND DCP MIDSTREAM, LP, AS BUYER	4/27/2016	NM	LEA
7079-1013	CRUDE OIL PURCHASE CONTRACT	LEGACY RESERVES OPERATING, LP, AND PLAINS MARKETING, L.P.	8/14/2019	NM	LEA
7079-1002	CRUDE OIL PURCHASE CONTRACT	LEGACY RESERVES OPERATING, LP, AND PLAINS MARKETING, L.P.		NM	LEA
7079-1009	CRUDE OIL PURCHASE CONTRACT	LEGACY RESERVES OPERATING, LP, AND PLAINS MARKETING, L.P.	6/20/2013	NM	LEA
7079-1009	AMENDMENT	LEGACY RESERVES OPERATING, LP, AND PLAINS MARKETING, L.P.	6/1/2015	NM	LEA
7079-1009	SECOND AMENDMENT	LEGACY RESERVES OPERATING, LP, AND PLAINS MARKETING, L.P.	7/11/2019	NM	LEA
7079-1009	THIRD AMENDMENT	LEGACY RESERVES OPERATING, LP, AND PLAINS MARKETING, L.P.	6/1/2020	NM	LEA
	HAMON PIPELINE LINE FILL	LEGACY RESERVES OPERATING, LP AND PLAINS PIPELINE, L.P.	6/23/2015	NM	LEA
PAACOR181	ASSIGNMENT AND BILL OF SALE	PLAINS PIPELINE, L.P., AS SELLER AND LEGACY RESERVES OPERATING, LP AS BUYER	4/1/2015	NM	LEA

CONTRACT NUMBER	CONTRACT TYPE	CONTRACT NAME/PARTIES	DATE	STATE	COUNTY
PAACOR181	ASSIGNOR CONSENT	PLAINS PIPELINE, L.P., AS ASSIGNOR AND LEGACY RESERVES OPERATING, L.P. AS ASSIGNEE	4/1/2015	NM	LEA
PAACOR181	CLOSING AGREEMENT	PLAINS PIPELINE, L.P. AND LEGACY RESERVES OPERATING, L.P.	4/1/2015	NM	LEA
PAACOR181	FIRST AMENDMENT TO PIPELINE CONNECTION AGREEMENT	PLAINS PIPELINE, L.P. AND LEGACY RESERVES OPERATING, L.P.	4/1/2015	NM	LEA
PAACOR181	MEMORANDUM OF ASSIGNMENT	PLAINS PIPELINE, L.P. AND LEGACY RESERVES OPERATING, L.P.	4/1/2015	NM	LEA
L8724	PIPELINE CONNECTION AGREEMENT	PLAINS PIPELINE, L.P. AND LEGACY RESERVES OPERATING, L.P. , AS CONNECTEE	8/19/2013	NM	LEA
	CRUDE OIL GATHERING SERVICES AGREEMENT	3 BEAR DELAWARE OPERATING-NM, LLC, AS GATHERER AND LEGACY RESERVES OPERATING, LP AS SHIPPER	3/4/2019	NM	LEA
	PRODUCED WATER GATHERING AGREEMENT	3 BEAR DELAWARE OPERATING-NM, LLC, AS GATHERER AND LEGACY RESERVES OPERATING, LP AS PRODUCER	10/22/2018	NM	LEA
	AMENDMENT TO PRODUCED WATER GATHERING AGREEMENT	3 BEAR DELAWARE OPERATING-NM, LLC, AS GATHERER AND LEGACY RESERVES OPERATING, LP AS PRODUCER	4/18/2020	NM	LEA
	GAS PURCHASE CONTRACT	TEXACO PRODUCING INC, AS SELLER, AND PHILLIPS 66 NATURAL GAS COMPANY, AS BUYER	8/1/1989	NM	LEA
	RELEASE AND DEDICATION AGREEMENT	PLAINS ORYX PERMIAN BASIN PIPELINE LLC AND COG OPERATING LLC, COG PRODUCTION LLC, CONCHO OIL AND GAS, LLC, AND COG ACREAGE LP	10/26/2021	NM	LEA
	AMENDED AND RESTATED WATER GATHERING AND DISPOSAL AGREEMENT	SOLARIS MIDSTREAM DB-NM, LLC, AS GATHERER, AND COG OPERATING LLC, CONCHO OIL & GAS LLC AND COG ACREAGE LP, AS PRODUCER	6/11/2020	NM	LEA

Execution Version

Exhibit I

After recording, return to:

[]

[]

[]

Attention: []

**FORM OF
ASSIGNMENT, BILL OF SALE AND CONVEYANCE**

STATE OF NEW MEXICO

§

§

COUNTY OF []

2

This Assignment, Bill of Sale and Conveyance (this “**Assignment**”), is entered into as of [____], 2023 (“**Execution Date**”), but made effective for all purposes as of 12:01 A.M. Central Daylight Time on June 1, 2023 (the “**Effective Time**”), by and between Legacy Reserves Operating LP, a Delaware limited partnership (“**Assignor**”), whose address is 1400 16th Street, Suite 510, Denver, Colorado 80202, and Legion Production Partners, LLC (70%), a Delaware limited liability company, Avant Operating, LLC (20%), a Delaware limited liability company, and Double Cabin Minerals, LLC (10%), a Texas limited liability company, (collectively “**Assignees**”), each with an address of 1515 Wynkoop Street, Suite 700, Denver, Colorado 80202. Assignor and Assignees are each a “**Party**” and collectively, the “**Parties.**”

1. **Assignment and Conveyance.** Assignor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, hereby SELLS, ASSIGNS, TRANSFERS, GRANTS, BARGAINS, CONVEYS AND DELIVERS to Assignees, in the respective undivided percentages shown for each in parentheses above, their successors and assigns forever, as of the Effective Time, ALL of Assignor's right, title and interest in, to and under the following, all of which are located in Eddy and Lea Counties New Mexico, excepting and reserving, in each case, the Excluded Assets (as defined below), including the following (collectively, the "**Assets**"):
- (a) The oil, gas and mineral leases, subleases and other leaseholds rights (including overriding royalty interests and net profits interests), operating rights, and any contractual rights to production relating thereto described in **Exhibit A** (collectively, the "**Leases**"), together with each and every kind and character of right, title, claim and interest that Assignor has in and to the Leases, the lands covered thereby, or the lands pooled, unitized or communitized therewith (collectively, the "**Lands**"), and the leasehold estates created by the Leases, including all other right, title and interest of Assignor in and to the Leases and the Lands;
- (b) The oil, gas, water, monitoring, disposal or injection wells located on the Lands whether producing, operating, plugged, permanently abandoned, shut-in or temporarily abandoned, including the wells described in **Exhibit B** (collectively, the "**Wells**"), and the pipelines and facilities associated or used in connection with the Wells, including production units, flow lines and compression facilities, and all real property, tangible personal property, equipment, fixtures, improvements, permits, rights-of-way, easements, servitudes and other rights to use the surface or subsurface (including those rights-of-way, surface or subsurface use agreements, surface leases, easements and servitudes described in **Exhibit C**) (collectively, the "**ROWS**"), in each case used or held for use in connection with the exploration, development, production, gathering, treatment, handling, processing, storing, transporting, sale or disposal of Hydrocarbons or water produced from or attributable to the Leases, including all equipment installed on the Leases, the Lands or the Wells as of the Effective Time;
- (c) All rights, obligations and interests in any unit or pooled area in which the Leases or Lands are included, to the extent that these rights, obligations and interests arise from and are associated with the Leases or Wells, including without limitation, all rights and obligations derived from any unitization, pooling, operating, communitization or other agreement or from any declaration or order of any Governmental Authority (together with the Leases, the Lands, the ROWS, the Fee Mineral Interests, the Royalty Interests, and the Wells, the "**Properties**");

- (d) All Hydrocarbons in, on, under or produced from or attributable to the Properties at and after the Effective Time, and the proceeds thereof, and all Hydrocarbon inventories from or attributable to the Properties that are in storage as of the Effective Time;
 - (e) To the extent transferable without the payment of fees or consideration or other penalties (unless Assignees agree to pay all such fees, consideration and/or penalties) and except for Excluded Assets, all geological and geophysical data (including all seismic data, as well as reprocessed data), logs, maps and engineering data and reports related to the Wells;
 - (f) All existing and effective operating agreements, facilities agreements, balancing agreements, farmout agreements and any other contracts or legally binding arrangements, as they relate to the Properties, including the agreements described in **Exhibit D**, but excluding any Leases or ROWs (the “**Contracts**”);
 - (g) The tangible personal property, fixtures, improvements, equipment, materials and inventory used on or associated with or held for use in connection with the ownership, operation or development of the Properties that are physically located within the Contract Area (described on **Exhibit F**), including but not limited to those items identified on **Exhibit E** (the “**Inventory**”);
 - (h) Any and all overriding royalty interests and net profits interests, in each case, located in or attributable to the Contract Area (including, without limitation, those described in **Exhibit F**) (the “**Overriding Royalty Interests**”) including all rights and obligations pertaining to the Overriding Royalty Interests under any of the Contracts, together with all Hydrocarbons in, on, under or produced from or attributable to the Overriding Royalty Interests at and after the Effective Time, and the proceeds thereof, and all Hydrocarbon inventories from or attributable to the Overriding Royalty Interests that are in storage as of the Effective Time;
 - (i) Subject to Section 14.3 of the Purchase Agreement, and to the extent related to the Properties and not constituting Excluded Records, all records, files, maps, information and data, whether written or electronically stored, relating to the other Assets in the possession of Assignor or its Affiliates, including (i) land and title records (including abstracts of title, title opinions and title curative documents); (ii) Contract files; (iii) operations, environmental, production and accounting records; (iv) production, facility and well records and data; and (v) Asset Tax records (whether originals or photocopies) (the “**Records**”);
 - (j) All surface fee interests, easements, permits, licenses, servitudes, rights-of-way, surface leases, surface use agreements, subsurface use agreements, and other surface rights and authorizations by any Governmental Authority appurtenant to, or used or held for use in connection with, the Properties, but in each case only to the extent applicable to the Properties and not the Excluded Assets;
 - (k) The trucks, cars, rolling stock and other vehicles described on **Schedule 8.3(d)**;
 - (l) all (i) trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable and other receivables and general intangibles, attributable to the Assets with respect to periods of time from and after the Effective Time, (ii) rights and obligations relating to any Imbalance Volumes, to the extent the Purchase Price was adjusted with respect thereto, (iii) accounts receivable and other proceeds attributable to Assignor’s inventories of merchantable Hydrocarbons produced from or attributable to the Properties that are in storage in tanks as of the Effective Time to the extent the Purchase Price was increased with respect thereto under Section 2.3(b)(2) of the Purchase Agreement, and (iv) linefill; and
 - (m) All rights, claims and causes of action (including any indemnity rights, insurance rights, and proceeds related thereto) to the extent attributable to the Assets described in this Section 1 insofar as such rights, claims and causes of action arise on or after the Effective Time or relate to any Assumed Liabilities.
2. **Excluded Assets.** Notwithstanding the foregoing, the Assets shall not include, and there is excepted, reserved and excluded from the transactions contemplated hereby all of Assignor’s right, title and interest in, to and under the following (collectively, the “**Excluded Assets**”):
- (a) All rights, claims and causes of action whether arising before, on or after the Effective Time, to the extent such rights, claims and causes of action relate to any of Assignor’s cure, remediation or indemnity obligations under the Purchase Agreement except, in each case,

to the extent such items arise from, or by their terms cover, Assumed Liabilities or are otherwise allocated to Assignees under the other provisions of the Purchase Agreement;

- (b) Subject to Section 2.3 of the Purchase Agreement, any accounts receivable, trade accounts or any other receivables attributable to the Assets accruing or attributable to the period before the Effective Time;
- (c) All contracts of insurance or indemnity, except, in each case, to the extent such items arise from, or by their terms cover, Assumed Liabilities or are otherwise allocated to Assignees under the other provisions of the Purchase Agreement;
- (d) Subject to Section 2.3 of the Purchase Agreement, all Hydrocarbons from or attributable to the Assets with respect to all periods prior to the Effective Time, and all proceeds attributable thereto, except to the extent the Purchase Price is increased to account for such Hydrocarbons or proceeds;
- (e) All claims for refunds of Seller Taxes;
- (f) All vehicles and trailers not listed on **Schedule 8.3(d)**;
- (g) The Excluded Records; and
- (h) Those assets and properties described on **Schedule 1.3(i)**.

3. **Special Warranty.**

- (a) Assignor hereby disclaims and negates any and all warranties of title to the Assets whatsoever, whether express, implied, statutory or otherwise, except for the special warranty of title set forth in this Section 3.
- (b) Subject to (i) the terms of the Purchase Agreement, and (ii) the Permitted Encumbrances and Other Title Exceptions, Assignor hereby warrants title to the Assets comprising the Lease Tracts described on **Schedule 2.2(a)** and the Wells described on **Schedule 2.2(b)** unto Assignees, their successors and assigns, against every Person whomsoever lawfully claiming by, through and under Assignor, but not otherwise,. The Parties acknowledge and agree that the foregoing warranty shall constitute and be considered a special warranty of title by, through and under Assignor and its Affiliates under applicable Laws; *provided, however*, that the special warranty of title set forth in this Section 3 shall survive the Closing for a period of six (6) months following the Execution Date, and not be actionable thereafter and Assignees, their successors and assigns shall be deemed to have waived all breaches of Assignor's special warranty of title set forth in this Section 3 of which Assignees have not furnished to Assignor in written notice on or before the date that is six (6) months following Execution Date. Assignor hereby assigns to Assignees and their successors and assigns all rights, claims and causes of action under title warranties given or made by Assignor's predecessors in interest with respect to the Assets, and Assignees and their successors and assigns are specifically subrogated to all rights that Assignor may have against such predecessors in interest with respect to the Assets, to the extent Assignor may legally transfer such rights and grant such subrogation. Notwithstanding the aforementioned survival period of this special warranty of title, Assignees shall be entitled to any after-acquired title benefits arising in relation to the Assets of Assignor contemplated herein.
- (c) Notwithstanding anything to the contrary in this Assignment, Assignor and Assignees acknowledge and agree that, except in the case of a Lien that is liquidated in value, Assignor's liability to Assignees in respect of the special warranty of title set forth in this Section 3 for any Lease Tract or Well shall not exceed the Allocated Value of such Lease Tract or Well as set forth in the Purchase Agreement.

4. **Disclaimers. EXCEPT FOR ASSIGNOR'S EXPRESS REPRESENTATION AND WARRANTIES CONTAINED IN THE PURCHASE AGREEMENT AND IN ASSIGNOR'S SPECIAL WARRANTY OF TITLE IN THIS ASSIGNMENT AND THE ASSIGNMENT DOCUMENTS, AND WITHOUT LIMITING THE GENERALITY OF THOSE EXPRESS REPRESENTATIONS AND WARRANTIES AND SPECIAL WARRANTY:**

- (a) **THE ASSETS ARE BEING CONVEYED BY ASSIGNOR TO ASSIGNEES WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, AND THE PARTIES HEREBY EXPRESSLY DISCLAIM, WAIVE AND RELEASE ANY EXPRESSED WARRANTY OF**

MERCHANTABILITY, CONDITION OR SAFETY AND ANY EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND ASSIGNEES ACCEPT THE ASSETS, "AS IS, WHERE IS, WITH ALL FAULTS, WITHOUT RECOURSE." ALL DESCRIPTIONS OF THE WELLS, EQUIPMENT, FACILITIES, PERSONAL PROPERTY, FIXTURES AND STRUCTURES HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEES BY ASSIGNOR HAVE BEEN AND SHALL BE FURNISHED SOLELY FOR ASSIGNEES' CONVENIENCE AND HAVE NOT CONSTITUTED AND SHALL NOT CONSTITUTE A REPRESENTATION OR WARRANTY OF ANY KIND BY ASSIGNOR. ASSIGNEES EXPRESSLY WAIVE THE WARRANTY OF FITNESS AND THE WARRANTY AGAINST VICES AND DEFECTS, WHETHER APPARENT OR LATENT, IMPOSED BY ANY APPLICABLE STATE OR FEDERAL LAW.

- (b) ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS WARRANTY AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (1) THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY OF THE RECORDS OR OTHER INFORMATION FURNISHED WITH RESPECT TO THE PURCHASE AGREEMENT; (2) THE EXISTENCE OR EXTENT OF RESERVES OR THE VALUE OF THE ASSETS BASED THEREON; (3) THE CONDITION OR STATE OF REPAIR OF ANY OF THE ASSETS; (4) THE ABILITY OF THE ASSETS TO PRODUCE HYDROCARBONS, INCLUDING PRODUCTION RATES, DECLINE RATES AND RECOMPLETION OPPORTUNITIES; (5) REGULATORY MATTERS; (6) THE PRESENT OR FUTURE VALUE OF THE ANTICIPATED INCOME, COSTS OR PROFITS, IF ANY, TO BE DERIVED FROM THE ASSETS; (7) THE ENVIRONMENTAL CONDITION OF THE ASSETS; (8) ANY PROJECTIONS AS TO EVENTS THAT COULD OR COULD NOT OCCUR; OR (9) THE TAX ATTRIBUTES OF ANY ASSET.
 - (c) THIS DISCLAIMER AND DENIAL OF WARRANTY ALSO EXTENDS TO ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE PRICES ASSIGNOR AND ASSIGNEES ARE OR WILL BE ENTITLED TO RECEIVE FROM PRODUCTION OF OIL, GAS OR OTHER SUBSTANCES FROM THE ASSETS. ALL RESERVE, PRICE AND VALUE ESTIMATES UPON WHICH ASSIGNEES HAVE RELIED OR IS RELYING HAVE BEEN DERIVED BY THE INDIVIDUAL AND INDEPENDENT EVALUATION OF ASSIGNEES. ASSIGNEES STIPULATE AND AGREE THAT RESERVE REPORTS ARE ONLY ESTIMATES OF PROJECTED FUTURE OIL AND/OR GAS VOLUMES, FUTURE FINDING COSTS AND FUTURE OIL AND/OR GAS SALES PRICES, ALL OF WHICH FACTORS ARE INHERENTLY IMPOSSIBLE TO PREDICT ACCURATELY EVEN WITH ALL AVAILABLE DATA AND INFORMATION.
 - (d) EXCEPT AS SET FORTH IN SECTION 6.8 OR SECTION 6.12 OF THE PURCHASE AGREEMENT, ASSIGNOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND ASSIGNEES SHALL BE DEEMED TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS" WITH ALL FAULTS FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION.
 - (e) THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW, THE DISCLAIMERS CONTAINED IN THIS ASSIGNMENT ARE "CONSPICUOUS" FOR THE PURPOSES OF SUCH APPLICABLE LAW.
5. **Assignment Subject to Purchase and Sale Agreement and Transaction Documents.** This Assignment is made expressly subject to the terms and provisions of (a) that certain Purchase and Sale Agreement dated September 22, 2023 (the "**Purchase Agreement**"), by and between Assignor and Assignees, and (b) the associated Transaction Documents. Capitalized terms used but not defined in this Assignment have the meanings set forth in the Purchase Agreement. The terms and provisions of the Purchase Agreement will survive execution and delivery of this Assignment in accordance with the terms of the Purchase Agreement and will not merge into this Assignment; *provided*, that, in the event that such a merger is deemed to have occurred, the terms of the Purchase Agreement shall be considered incorporated herein solely to the extent necessary to give full force

and effect to the relevant terms and conditions thereof. In the event there is a conflict or inconsistency between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement will control to the extent of such conflict or inconsistency. Notwithstanding anything to the contrary herein, this Assignment will not expand or diminish the rights and obligations of the Parties under the Purchase Agreement.

6. **Governing Law; Waiver of Jury Trial.** THIS ASSIGNMENT AND ANY DISPUTE ARISING UNDER OR RELATED TO THIS ASSIGNMENT, THE TRANSACTION AND ANY ARBITRATION OR DISPUTE RESOLUTION CONDUCTED PURSUANT HERETO OR RELATED HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD DIRECT THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION; PROVIDED, HOWEVER, THAT MATTERS PERTAINING TO THE TRANSFER, VESTING AND VALIDITY OF TITLE TO THE ASSETS AND ANY ENCUMBRANCES THEREON SHALL BE GOVERNED BY THE LAWS OF THE STATE WHERE THE APPLICABLE ASSET IS LOCATED WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD DIRECT THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. IN ENTERING INTO THIS ASSIGNMENT, THE PARTIES ARE KNOWINGLY AND VOLUNTARILY WAIVING THEIR RIGHTS TO A TRIAL BY JURY.
7. **Further Assurances.** Assignor and Assignees shall each execute, acknowledge and deliver to the other such further instruments and take such other action as may be reasonably requested in order to accomplish the purposes of this Assignment, including execution of any appropriate governmental transfer forms for the respective Government Authority or counterparty to recognize the transfer of ownership of the Assets contemplated herein.
8. **Counterparts.** This Assignment may be executed by Assignees and Assignor in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. The exchange of copies of this Assignment and of signature pages by facsimile or by electronic image scan transmission in .pdf format shall constitute effective execution and delivery of this Assignment as to the Parties.
9. **Severability.** If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transaction is not affected in any adverse manner to Assignor or Assignees. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the Assignment is fulfilled to the greatest extent possible.
10. **Exhibits.** All Exhibits and Schedules that are referenced herein are hereby made part of this Assignment and incorporated herein by such reference. References in such Exhibits to instruments on file in the public records are notice of such instruments for all purposes. Unless provided otherwise, all recording references in such exhibits are to the appropriate records of the counties in which the Assets are located.
11. **Filing.** Assignees are responsible for, and Assignor hereby consents to, the recording, filing or other provision of this Assignment at Assignees' cost and expense in the public records of the applicable county(ies) and as otherwise necessary to provide notice of the transfer of ownership of the Assets from Assignor to Assignees. Assignees shall deliver to Assignor a copy of this Assignment, as recorded, promptly following Assignees' receipt thereof from the recorder's office.

IN WITNESS WHEREOF, this Assignment is executed by the Parties on the date of their respective acknowledgements below, but shall be effective for all purposes as of the Effective Time.

ASSIGNOR:

Legacy Reserves Operating LP,
By Revenir Energy Operating GP LLC,
its general partner

By: _____
Name: Michael Rumon
Title: SVP - Senior Technical Officer

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 2023, by Michael Rumon, the SVP - Senior Technical Officer of Revenir Energy Operating GP, LLC, a Delaware limited liability company, as general partner of Legacy Reserves Operating LP, a Delaware limited partnership, on behalf of said limited partnership.

Notary Public

My Commission Expires: _____
Commission No.: _____

ASSIGNEE:

[_____] , a [_____] [_____]

By: _____
Name: _____
Title: _____

STATE OF [_____] §
COUNTY OF [_____] §

This instrument was acknowledged before me this _____ day of _____, 2023, by [●], the [●] of [_____] , a [_____] [_____] , on behalf of said [_____].

Notary Public

My Commission Expires: _____
Commission No.: _____

[Assignee’s Signature Page to Assignment, Bill of Sale and Conveyance]

Execution Version

EXHIBIT M

SPECIAL WARRANTY DEED AND BILL OF SALE

(Surface Only)

STATE OF []

§

§

KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF []

§

This Special Warranty Deed and Bill of Sale (“**Deed**”), effective as of June 1, 2023, at 12:01 a.m. Central Daylight Time (the “**Effective Time**”), is made and executed by and between Legacy Reserves Operating LP, a Delaware limited partnership, whose address is 1400 16th Street, Suite 510, Denver, Colorado 80202 (“**Grantor**”), and Legion Production Partners, LLC (70%), a Delaware limited liability company, Avant Operating, LLC (20%), a Delaware limited liability company, and Double Cabin Minerals, LLC (10%), a Texas limited liability company, each with an address of 1515 Wynkoop Street, Suite 700, Denver, Colorado 80202 (collectively, “**Grantees**”). Grantor and Grantees are each a “**Party**,” and collectively, are the “**Parties**.” Capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in that certain Purchase and Sale Agreement dated as of September 22, 2023, by and between Grantor and Grantees (as the same may be amended from time to time, the “**Purchase Agreement**”).

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by Grantees herein, the receipt of which is hereby acknowledged and confessed, does hereby GRANT, BARGAIN, SELL, CONVEY, WARRANT AND CONFIRM unto Grantees, in the respective undivided percentages shown for each in parentheses above, their successors and assigns forever, as of the Effective Time, all of Grantor’s right, title and interest in and to all surface estates located within the Contract Area (described on **Exhibit A**), including those described on **Exhibit B** (the “**Fee Surface Interests**”), and any and all field offices and yards located within the Contract Area, including those described on **Exhibit C** (the “**Field Offices**”), along with all phones, office supplies, furniture, hardware, fixtures, equipment and related personal effects located in the Field Offices, and all improvements located thereon (collectively with the Fee Surface Interests and the Field Offices, the “**Property**”).

TO HAVE AND TO HOLD the above described Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto said Grantees, their successors and assigns, forever, subject to the terms set forth herein.

ARTICLE I

Section 1.1 Excluded Assets. EXCLUDING AND RESERVING unto Grantor, however, all of Grantor’s right, title and interest in and to the following “**Excluded Assets**,” all of which are excluded from this Deed and retained by Grantor:

(a) All rights, claims and causes of action whether arising before, on or after the Effective Time, to the extent such rights, claims and causes of action relate to any of Grantor's cure, remediation or indemnity obligations under the Purchase Agreement except, in each case, to the extent such items arise from, or by their terms cover, Assumed Liabilities or are otherwise allocated to Grantees under the other provisions of the Purchase Agreement;

(b) Subject to Section 2.3 of the Purchase Agreement, any accounts receivable, trade accounts or any other receivables attributable to the Property accruing or attributable to the period before the Effective Time;

(c) All contracts of insurance or indemnity, except, in each case, to the extent such items arise from, or by their terms cover, Assumed Liabilities or are otherwise allocated to Grantees under the other provisions of the Purchase Agreement;

(d) Subject to Section 2.3 of the Purchase Agreement, all Hydrocarbons from or attributable to the Property with respect to all periods prior to the Effective Time, and all proceeds attributable thereto, except to the extent the Purchase Price is increased to account for such Hydrocarbons or proceeds;

(e) All claims for refunds of Seller Taxes;

(f) All vehicles and trailers not listed on **Schedule 8.3(d)**;

(g) The Excluded Records; and

(a) Those assets and properties described on **Schedule 1.3(i)**.

Section 1.2 Subject to Agreement. This Deed is made expressly subject to the Purchase Agreement, the terms of which shall survive the delivery of this Deed as provided therein.

ARTICLE II SPECIAL WARRANTY AND DISCLAIMERS

Section 2.1 Special Warranty. Subject to the terms of the Purchase Agreement, Grantor hereby warrants title to the Property unto Grantees, their successors and assigns, against every Person whomsoever lawfully claiming by, through and under Grantor, but not otherwise.

Section 2.2 Disclaimers. **EXCEPT FOR GRANTOR'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THE PURCHASE AGREEMENT AND IN GRANTOR'S SPECIAL WARRANTY OF TITLE IN THIS DEED AND THE ASSIGNMENT DOCUMENTS, AND WITHOUT LIMITING THE GENERALITY OF THOSE EXPRESS REPRESENTATIONS AND WARRANTIES AND SPECIAL WARRANTY:**

(a) **THE PROPERTY IS BEING CONVEYED BY GRANTOR TO GRANTEEES WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, AND THE PARTIES HEREBY EXPRESSLY DISCLAIM, WAIVE AND RELEASE ANY EXPRESS WARRANTY OF**

MERCHANTABILITY, CONDITION OR SAFETY AND ANY EXPRESSED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND GRANTEES ACCEPT THE PROPERTY, "AS IS, WHERE IS, WITH ALL FAULTS, WITHOUT RECOURSE." ALL DESCRIPTIONS OF THE WELLS, EQUIPMENT, FACILITIES, PERSONAL PROPERTY, FIXTURES AND STRUCTURES HERETOFORE OR HEREAFTER FURNISHED TO GRANTEES BY GRANTOR HAVE BEEN AND SHALL BE FURNISHED SOLELY FOR GRANTEES' CONVENIENCE AND HAVE NOT CONSTITUTED AND SHALL NOT CONSTITUTE A REPRESENTATION OR WARRANTY OF ANY KIND BY GRANTOR. GRANTEES EXPRESSLY WAIVE THE WARRANTY OF FITNESS AND THE WARRANTY AGAINST VICES AND DEFECTS, WHETHER APPARENT OR LATENT, IMPOSED BY ANY APPLICABLE STATE OR FEDERAL LAW.

(b) GRANTOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS WARRANTY AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (1) THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY OF THE RECORDS OR OTHER INFORMATION FURNISHED WITH RESPECT TO THIS DEED; (2) THE EXISTENCE OR EXTENT OF RESERVES OR THE VALUE OF THE PROPERTY BASED THEREON; (3) THE CONDITION OR STATE OF REPAIR OF ANY OF THE PROPERTY; (4) THE ABILITY OF THE PROPERTY TO PRODUCE HYDROCARBONS, INCLUDING PRODUCTION RATES, DECLINE RATES AND RECOMPLETION OPPORTUNITIES; (5) REGULATORY MATTERS; (6) THE PRESENT OR FUTURE VALUE OF THE ANTICIPATED INCOME, COSTS OR PROFITS, IF ANY, TO BE DERIVED FROM THE PROPERTY; (7) THE ENVIRONMENTAL CONDITION OF THE PROPERTY; (8) ANY PROJECTIONS AS TO EVENTS THAT COULD OR COULD NOT OCCUR; OR (9) THE TAX ATTRIBUTES OF ANY PROPERTY.

(c) THIS DISCLAIMER AND DENIAL OF WARRANTY ALSO EXTENDS TO ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE PRICES GRANTEES AND GRANTOR ARE OR WILL BE ENTITLED TO RECEIVE FROM PRODUCTION OF OIL, GAS OR OTHER SUBSTANCES FROM THE PROPERTY. ALL RESERVE, PRICE AND VALUE ESTIMATES UPON WHICH GRANTEES HAVE RELIED OR IS RELYING HAVE BEEN DERIVED BY THE INDIVIDUAL AND INDEPENDENT EVALUATION OF GRANTEES. GRANTEES STIPULATE AND AGREE THAT RESERVE REPORTS ARE ONLY ESTIMATES OF PROJECTED FUTURE OIL AND/OR GAS VOLUMES, FUTURE FINDING COSTS AND FUTURE OIL AND/OR GAS SALES PRICES, ALL OF WHICH FACTORS ARE INHERENTLY IMPOSSIBLE TO PREDICT ACCURATELY EVEN WITH ALL AVAILABLE DATA AND INFORMATION.

(d) EXCEPT AS SET FORTH IN SECTION 6.8 OR SECTION 6.12 OF THE PURCHASE AGREEMENT, GRANTOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE PROPERTY, AND GRANTEES

SHALL BE DEEMED TO BE TAKING THE PROPERTY “AS IS” AND “WHERE IS” WITH ALL FAULTS FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION.

(e) THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW, THE DISCLAIMERS CONTAINED IN THIS DEED ARE “CONSPICUOUS” FOR THE PURPOSES OF SUCH APPLICABLE LAW.

ARTICLE III MISCELLANEOUS PROVISIONS

The Parties shall execute and deliver, or shall cause to be executed and delivered, from time to time such further instruments of conveyance and transfer, and shall take such other actions as Grantor or Grantees may reasonably request, to convey and deliver the Property to Grantees, and to accomplish the orderly transfer of the Property to Grantees in the manner contemplated by this Deed.

Section 3.2 Exhibits. All Exhibits that are referred to herein are hereby made part of this Deed and incorporated herein by such reference. References in such Exhibits to instruments on file in the public records are notice of such instruments for all purposes. Unless provided otherwise, all recording references in such Exhibits are to the appropriate records of the counties in which the Property is located.

Section 3.3 Governing Law; Waiver of Jury Trial. **THIS DEED AND ANY DISPUTE ARISING UNDER OR RELATED TO THIS DEED, THE TRANSACTION AND ANY ARBITRATION OR DISPUTE RESOLUTION CONDUCTED PURSUANT HERETO OR RELATED HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD DIRECT THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION; PROVIDED, HOWEVER, THAT MATTERS PERTAINING TO THE TRANSFER, VESTING AND VALIDITY OF TITLE TO THE PROPERTY AND ANY ENCUMBRANCES THEREON SHALL BE GOVERNED BY THE LAWS OF THE STATE WHERE THE APPLICABLE PROPERTY IS LOCATED WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD DIRECT THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. IN ENTERING INTO THIS DEED, THE PARTIES ARE KNOWINGLY AND VOLUNTARILY WAIVING THEIR RIGHTS TO A TRIAL BY JURY.**

Section 3.4 Counterparts. This Deed may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement. Any signature hereto delivered by a Party by electronic transmission shall be deemed an original signature hereto.

Section 3.5 Successors and Assigns. Any assignment or other transfer by Grantees or their successors and assigns of any of the Property shall not relieve Grantees or their successors or assigns of any of their obligations (including indemnity obligations) hereunder, as to the Property so assigned or transferred.

Section 3.6 Captions. Titles, headings and captions appearing at the beginning of any Articles, Sections, subsections and other subdivisions of this Deed are for convenience only, do not constitute any part of this Deed, and shall be disregarded in construing the language hereof.

Section 3.7 Severability. If any term or other provision of this Deed is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Deed shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to any of Grantor or Grantees. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Deed so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 3.8 No Third Party Beneficiaries. Nothing in this Deed, express or implied, is intended to confer upon anyone, other than the Parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Deed or to constitute any Person a third-party beneficiary of this Deed.

[Signature Page Follows]

IN WITNESS WHEREOF, this Deed is executed by the Parties on the date of their respective acknowledgements below, but shall be effective for all purposes as of the Effective Time.

GRANTOR:

Legacy Reserves Operating LP,
By Revenir Energy Operating GP LLC,
its general partner

By: _____
Name: Michael Rumon
Title: SVP - Senior Technical Officer

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 2023,
by Michael Rumon, the SVP - Senior Technical Officer of Revenir Energy Operating GP, LLC, a
Delaware limited liability company, as general partner of Legacy Reserves Operating LP, a Delaware
limited partnership, on behalf of said limited partnership.

Notary Public

My Commission Expires: _____

Commission No.: _____

US 174572487v2

GRANTEE:

☐

By: _____

Name: _____

Title: _____

STATE OF _____

§

§

COUNTY OF _____

§

This instrument was acknowledged before me this _____ day of _____, 2023,
by [●], the [●] of [●], a [●], on behalf of said I[●].

Notary Public

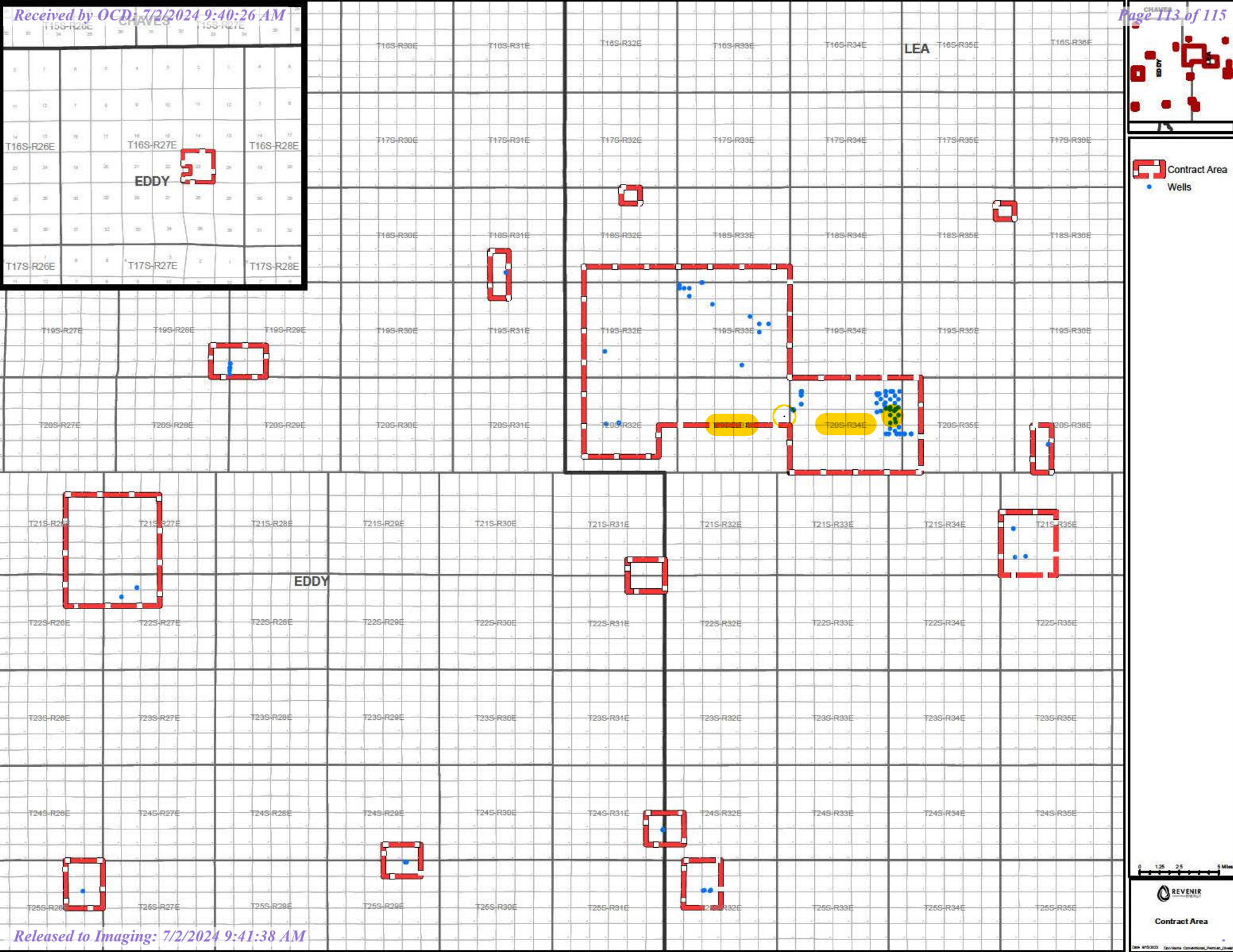
My Commission Expires: _____

Commission No.: _____

Exhibit N

Contract Area

[See attached.]



Schedule 6.8 – Environmental Matters

to that certain Purchase and Sale Agreement dated effective June 1, 2023, by and between Legacy Reserves Operating LP, as Seller, and Avant Natural Resources LLC, as Buyer

9/5/2023

- 1) Asbestos containing materials present on the Assets, including pipe insulation or coating.
- 2) Hydrocarbon and Chloride contamination from reported releases—Reference Table 1.

Table 1: Reported Releases as of September 5, 2023

Incident Number	Location Name	Incident Date
nOY1706927950	HAMON A FEDERAL COM #001	3/4/2017
nAB1907830479	HAMON A FEDERAL COM #002H	2/22/2019
nRM1926639762	HAMON A FEDERAL COM #002H	7/14/2019
nCE2002755660	HAMON A FEDERAL COM #003H	11/22/2019
nAPP2206348945	LEA FED EAST BATTERY	3/4/2022
nRM2024760291	LEA FED UNIT #44H	8/17/2020
nGRL0824256745	LEA FEDERAL UNIT #022	8/27/2008
nOY1826757876	LEA UNIT #008	9/20/2018
nRM1927332784	LEA UNIT #008	7/2/2019
nCH1903536308	LEA UNIT #010	12/28/2018
nAPP2035647738	LEA UNIT #013	12/7/2020
nDHR1913441028	LEA UNIT #014	4/29/2019
nOY1708628222	LEA UNIT #016	3/21/2017
nRH2003457418	LEA UNIT #036H	12/15/2019
nCH1903249514	LEA UNIT #045H	12/5/2018
nAPP2210941542	LEA UNIT #064H	4/18/2022
nAPP2216744540	LEA UNIT WEST BATTERY	6/12/2022
nJXK1602649785	LEA UNIT WEST BATTERY	10/17/2012
nOY1707931963	LEA UNIT WEST BATTERY	3/20/2017
nOY1710038346	LEA UNIT WEST BATTERY	3/23/2017
nOY1716040816	LEA UNIT WEST BATTERY	6/7/2017
nOY1722340557	LEA FED UNIT 34H FLOWLINE	7/31/2017
nCH1835254557	WEST OF MARATHON ROAD	11/12/2018
nTO1505043618	SAPPHIRE FEDERAL SWD #002	2/19/2015

District I
1625 N. French Dr., Hobbs, NM 88240
Phone:(575) 393-6161 Fax:(575) 393-0720
District II
811 S. First St., Artesia, NM 88210
Phone:(575) 748-1283 Fax:(575) 748-9720
District III
1000 Rio Brazos Rd., Aztec, NM 87410
Phone:(505) 334-6178 Fax:(505) 334-6170
District IV
1220 S. St Francis Dr., Santa Fe, NM 87505
Phone:(505) 476-3470 Fax:(505) 476-3462

State of New Mexico
Energy, Minerals and Natural Resources
Oil Conservation Division
1220 S. St Francis Dr.
Santa Fe, NM 87505

CONDITIONS

Action 360398

CONDITIONS

Operator: Avant Operating, LLC 1515 Wynkoop Street Denver, CO 80202	OGRID: 330396
	Action Number: 360398
	Action Type: [IM-SD] Facility File Support Doc (ENV) (IM-BFF)

CONDITIONS

Created By	Condition	Condition Date
amaxwell	Updated operator from Legacy to Avant.	7/2/2024