

## **ASSIGNMENT AND BILL OF SALE**

**STATE OF NEW MEXICO**  
**COUNTIES OF LEA AND CHAVES**

This Assignment and Bill of Sale (“Assignment”) is executed and delivered by Legacy Reserves Operating LP, a Delaware limited partnership, whose address is 303 W. Wall St., Ste 1800, Midland, TX 79701 (“Assignor”) to Remnant Oil Company LLC, a Texas limited liability company whose address is 6 Desta Drive, Ste 5100, Midland, Texas 79705 (“Assignee”). Assignor and Assignee may be referred to herein individually as “Party” and collectively as “Parties”.

Assignor, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, does by these presents, as of the Effective Time, TRANSFER, GRANT, BARGAIN, SELL, CONVEY, AND DELIVER unto Assignee all of Assignor's undivided interest in and to the following properties, excluding the Excluded Assets (the "Assets"):

- (i) the oil, gas and/or mineral leases described in **Exhibit A** (collectively, the “Leases”), all overriding royalty interests (except for the Reserved ORRI), operating rights, record title and other similar interests in the Leases and all fee mineral, royalty and other similar non-leasehold oil, gas or other mineral interests and estates in the lands covered by the Leases (collectively, the “Subject Interests” or, singularly, a “Subject Interest”);
  - (ii) except to the extent as may be limited by the Subject Interests, all rights, privileges, benefits and powers conferred upon Assignor as holder of the Subject Interests, with respect to (i) all rights of use and occupation of the surface of and the subsurface depths under the Subject Interests; (ii) all rights with respect to any pooled, communitized or unitized acreage by virtue of any Subject Interest being a part of a Subject Interest, including all Hydrocarbon production after the Effective Time attributable to the Subject Interests or any such pool or unit allocated to any such Subject Interest;
  - (iii) to the extent assignable or transferable by Assignor, all easements, rights-of-way, surface leases, servitudes, permits, licenses, franchises and other estates or similar rights and privileges directly related to or used in connection with the Subject Interests, including without limitation those described or referred to in **Exhibit A** (the “Easements”), the surface estates and grazing leases described on **Exhibit A** together with improvements thereon, and certain reserved surface rights (including specified wind and water rights) retained by Assignor in its assignment of the Excluded Surface Interests to Limestone Livestock, LLC, a copy of which is attached hereto as **Exhibit D**;
  - (iv) to the extent assignable or transferable by Assignor, all personal property, equipment, fixtures, inventory and improvements located on and used directly in connection with the Subject Interests or the Easements or with the production, treatment,

sale, or disposal of oil, gas or other hydrocarbons produced from or attributable to the Subject Interests (collectively, "Hydrocarbons"), byproducts or waste produced from or attributable to the foregoing, including all wellhead equipment, pumps, pumping units, flowlines, gathering systems, CO<sub>2</sub> pipelines and facilities, piping, tanks, buildings, treatment facilities, disposal facilities, compression facilities, and other materials, supplies, equipment, facilities and machinery;

(v) all wells located on the lands covered by the Subject Interests or on lands with which the Subject Interests may have been pooled, communized or unitized (whether producing, shut in or abandoned), including the wells described in **Exhibit B**;

(vi) to the extent assignable or transferable by Assignor, all contracts, warranties, agreements and other arrangements, and all express and implied rights that directly relate to the Subject Interests, the Leases or the Easements, including communitization, unitization or pooling agreements, production sales contracts, farmout agreements, subleases, joint venture or partnership agreements, operating agreements, equipment leases, service agreements and other contracts, agreements and arrangements;

(vii) the field office described in **Exhibit C**; and

(viii) to the extent assignable or transferable by Assignor, all books, records, files, muniments of title, reports and similar documents and materials, including lease records, well records, and division order records, well files, well logs, title records (including abstracts of title, title opinions and memoranda, and title curative documents related to the Assets), contracts and contract files, correspondence, that relate to the foregoing interests in the possession of, and maintained by, Assignor.

Notwithstanding the foregoing, the Assets shall not include, and there is excepted, reserved and excluded from the sale contemplated by this Assignment (collectively, the "Excluded Assets"):

(a) all trade credits and all accounts, accounts receivable, checks, funds, promissory notes, instruments and general intangibles (as those terms are defined in the Texas Uniform Commercial Code) attributable to the Assets with respect to any period of time prior to the Effective Time;

(b) all claims of Assignor for, and rights of Assignor to, refunds of or loss carryovers with respect to (i) any Taxes with respect to the Assets for any taxable year or period, or portion thereof, that ends at or before the Effective Time, (ii) any Taxes with respect to the Excluded Assets, or (iii) those other refunds, and rights to them, for amounts paid in connection with the Assets and attributable to the period prior to the Effective Time, including refunds of amounts paid under any Hydrocarbon gathering or transportation agreement; and for purposes of this Agreement, the term "Taxes" means any and all taxes, including any interest, penalties or other additions to tax that may become payable in respect of any tax, imposed by any governmental authority, which taxes shall include, without limiting the generality of the foregoing, all income taxes, profits taxes, margin taxes, alternative minimum taxes, estimated taxes, payroll taxes,

employee withholding taxes, unemployment insurance taxes, social security taxes, welfare taxes, disability taxes, severance taxes, license charges, sales taxes, use taxes, ad valorem taxes, value added taxes, excise taxes, franchise taxes, gross receipts taxes, real or personal property taxes, stamp taxes, production 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;

(c) all proceeds, income, royalties or revenues (and any security or other deposits made) attributable to (i) the Assets for any period prior to the Effective Time or (ii) any other Excluded Assets;

(d) all Hydrocarbons produced from or attributable to the Subject Interests with respect to all periods prior to the Effective Time, together with all proceeds from the sale of those Hydrocarbons;

(e) all geological and geophysical data, interpretations and information related to the Assets, and all of Assignor's proprietary computer software, technology, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property;

(f) all documents and instruments of Assignor (other than title opinions directly related to the Assets) (i) that may be protected by an attorney-client, work product or other privilege; (ii) prepared by or for counsel; or (iii) received from any financial, commercial or legal advisor of Assignor (each, an "Advisor");

(g) all (i) agreements and correspondence between Assignor or any of its Affiliates and any Advisor relating to the transactions contemplated in this Agreement; (ii) lists of prospective purchasers for those transactions compiled by Assignor or any of its Affiliates or any Advisor; (iii) bids submitted by other prospective purchasers of the Assets; (iv) analyses by Assignor or any of its Affiliates or any Advisor of any bids submitted by any prospective purchaser; (v) correspondence between Assignor or any of its Affiliates or any Advisor, or any of their respective representatives, and any prospective purchaser other than Assignee; and (vi) correspondence between Assignor or any of its Affiliates or any Advisor or any of their respective representatives with respect to any of the bids, the prospective purchasers, the engagement or activities of any Advisor, or the transactions contemplated in this Agreement; and for purposes of this Agreement, the term "Affiliate" means, with respect to any Person, any other Person controlling, controlled by or under common control with that Person, where the term "control" (and correlative terms) means the power, whether by contract, equity ownership or otherwise, to direct the policies or management of a Person; and the term "Person" means an individual, corporation, partnership, limited liability company, association, trust, unincorporated organization or other entity;

(h) all data and other information that may not be disclosed or assigned to Assignee as a result of confidentiality or similar arrangements under agreements with Persons not Affiliates of Assignor, even if such data or other information is inadvertently

disclosed or provided to Assignee (in which case Assignee shall promptly return such data or information to Assignor);

(i) all audit rights arising under any of the Contracts or otherwise with respect to any period prior to the Effective Time or to any of the Excluded Assets;

(j) all corporate, partnership and limited liability company financial, minute and income tax books, accounts, records and documents of Assignor or any of its Affiliates;

(k) all claims and causes of action of Assignor (i) arising from acts, omissions or events related to, or damage to or destruction of, the Assets, occurring prior to the Effective Time; (ii) arising under or with respect to any of the Contracts that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds); or (iii) with respect to any of the Excluded Assets;

(l) all rights and interests of Assignor (i) under any policy or agreement of insurance or indemnity; (ii) under any bond; or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events related to, or damage to or destruction of, the Assets occurring prior to the Effective Time;

(m) all amounts due or payable to any Assignor as adjustments to insurance premiums related to the Assets with respect to any period prior to the Effective Time;

(n) all amounts resulting from derivative contracts or similar agreements used to manage oil, natural gas, products or other commodity prices whether deemed a hedge, non-hedge or ineffective hedge transaction;

(o) all proceeds, income, revenues or other benefits (including any benefit attributable to any future laws or regulations with respect to "royalty relief" or other similar measures) not otherwise enumerated above, as well as any security or other deposits made, attributable to (i) the Assets for any period prior to the Effective Time; or (ii) the Excluded Assets;

(p) all funds held in suspense accounts related to the Assets;

(q) all vehicles, vessels, trailers, software, computers and associated peripherals and all radio, telephone and other communication equipment;

(r) all oil, gas or other mineral reserve reports, and all environmental site assessments, reports and related data and information;

(s) all rights or benefits under or in connection with any State or Federal candidate conservation agreements or similar agreements;

(t) the Excluded Surface Interests (as defined in the Agreement and described in Exhibit D);

- (u) the Reserved ORRI (as defined herein); and
- (v) the master lease agreement, equipment and other personal property described on Exhibit E and any other personal property related thereto.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns forever, subject to the terms and conditions set forth and incorporated herein.

There is hereby reserved and excepted to Assignor, its successors and assigns, an overriding royalty interest (the "Reserved ORRI") in an amount which is equal to the greater of (i) an overriding royalty interest equal to the positive difference, if any, between twenty-five percent (25%) and the aggregate percentage of lease burdens (including any royalty or overriding royalty interests, production payments and similar lease burdens, but excluding any and all royalty and overriding royalty interests assigned by Assignor to Assignee herein which shall not be considered lease burdens for purposes of this calculation), created and existing as of the date hereof, of all Hydrocarbons produced from the Assets or attributable thereto under the terms of the Leases included in such Assets or extensions or renewals thereof, to be delivered into tanks or pipelines, free and clear of all costs of development, operation, processing, dehydration, treating, gathering, marketing, compression and transportation, but subject to all ad valorem, gross production and severance taxes assessed against production allocated to Assignor's reserved interest, or (ii) an overriding royalty interest in all Hydrocarbons produced from the Assets or attributable thereto under the terms of the Leases included in the Assets or extensions or renewals thereof in an amount which yields to Assignor minimum monthly proceeds of Hydrocarbon production equal to \$40,000, net of all costs of development, operation, processing, dehydration, treating, gathering, marketing, compression and transportation and all ad valorem, gross production and severance taxes. The Reserved ORRI shall be reserved first from any overriding royalty interest assigned by Assignor to Assignee herein, and the remainder shall be reserved from the working interest. The Reserved ORRI shall be paid monthly. If the Leases cover less than the entire fee mineral interest in the Assets or if Assignor owns less than the full interest in the Leases covering the Assets (excepting only an overriding royalty interest or similar burden heretofore created), the Reserved ORRI in item (i) above shall be proportionately reduced to accord with the interest therein owned by Seller. The Reserved ORRI shall apply to the Leases, and to any extensions or renewals of any of said Leases or new lease covering any of the lands covered by the Leases taken by Assignee or its successors or assigns. The Reserved ORRI shall terminate and expire upon Assignor's actual receipt of \$1,700,000.00 in proceeds from the Reserved ORRI, net of all ad valorem, production and severance taxes. In the event Assignee sells, transfers or otherwise disposes of all or substantially all of Assignee's interests in the Assets, directly or indirectly in one or a series of transactions of any type or structure (including entity transactions), Assignee shall cause the Reserved ORRI to terminate and expire by paying to Assignor an amount equal to \$1,700,000.00 less the amounts previously received by Assignor in proceeds from the Reserved ORRI, net of all ad valorem, production and severance taxes.

This Assignment is made pursuant and subject to the terms and conditions of that certain unrecorded Purchase and Sale Agreement between Assignor and Assignee, dated April 7, 2017, as amended (the "Agreement"), the terms and conditions of which are incorporated herein by reference, and the following terms and conditions:

Assignor warrants and agrees to defend its title to the Assets against any claim by, through or under Assignor, but not otherwise, subject to Permitted Encumbrances and the terms and provisions of the Agreement. Assignee shall have the right of full substitution and subrogation in and to any and all rights and actions of warranty, which Assignor has or may have against any and all prior owners and vendors of the Assets.

In the event of a conflict between the terms and conditions of this Assignment and the Agreement, the terms and conditions of the Agreement will prevail.

Capitalized terms that are not defined herein shall have the same meaning as set forth in the Agreement.

The Exhibits to this Assignment are hereby incorporated by reference and constitute a part of this Assignment. Unless provided otherwise, all recording references in the Exhibits are to the official real property records of the county in which the applicable Asset is located.

This Assignment and Bill of Sale may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Assignment and Bill of Sale. Separate counterparts of this Assignment may be executed for filing with government agencies to satisfy applicable statutory and regulatory requirements. Those counterparts shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power and privileges set forth herein as fully and as though they were set forth in each such counterpart. The interests conveyed by such separate counterparts are the same, and not in addition to the Assets conveyed herein. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

[REMAINDER OF PAGE LEFT BLANK.. SIGNATURES  
LOCATED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on this the 25 day of April, 2017. This Assignment shall be effective at 7:00 a.m. (in the locale where the Assets are located) on April 1, 2017 (the "Effective Time").

**ASSIGNOR:**

**LEGACY RESERVES OPERATING LP**

**By: Legacy Reserves Operating GP LLC  
It's General Partner**

By:

  
\_\_\_\_\_  
Name: Kyle A. McGraw

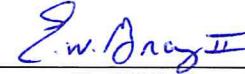
Title: Executive Vice President and  
Chief Development Officer



**ASSIGNEE:**

**REMNANT OIL COMPANY LLC**

By:

  
\_\_\_\_\_  
Name: E. Will Gray II

Title: Chief Executive Officer

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LOCATED ON FOLLOWING PAGE]

## **ACKNOWLEDGMENTS**

**STATE OF TEXAS**

**COUNTY OF MIDLAND**

This instrument was acknowledged before me this 25<sup>th</sup> day of April, 2017, by Kyle A. McGraw, Executive Vice President and Chief Development Officer of Legacy Reserves Operating GP LLC, a Delaware limited liability company, general partner of Legacy Reserves Operating LP, a Delaware limited partnership, on behalf of said limited liability company and said limited partnership.



  
\_\_\_\_\_  
Notary Public

**STATE OF TEXAS**

**COUNTY OF MIDLAND**

This instrument was acknowledged before me this 25th day of April, 2017, by E. Will Gray II, Chief Executive Officer of Remnant Oil Company LLC, a Texas limited liability company, on behalf of said limited liability company.



  
Amy M. Green  
Notary Public

## EXHIBIT 'A' - SECTION I

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE, DATED EFFECTIVE APRIL 1, 2017 BY AND BETWEEN LEGACY RESERVES OPERATING LP, AS ASSIGNOR, AND REMNANT OIL COMPANY LLC, AS ASSIGNEE

## LEASES AND LANDS

BOLO PROPERTY NUMBER	PROPERTY NAME	STATE	COUNTY	LESSOR	LESSEE	LEASE DATE	RECORDING DATA	LEGAL DESCRIPTION
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	USA LC-060811	GEORGE NIXON	9/1/1944	NA	W/2SW/4, SW/4NW/4, SE/4, E/2SW/4 OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300682, 300461	WEST CAP QUEEN SAND UNIT, DRICKEY QUEEN SAND UNIT, ROCK QUEEN UNIT	NM	CHAVES	USA LC-060812-A	VIRGIL O HOPP	7/1/1948	NA	SE/4 OF SECTION 10, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300682	WEST CAP QUEEN SAND UNIT	NM	CHAVES	USA NM-00801122 SEGREGATED OUT OF LC-060812-A	VIRGIL O HOPP	7/1/1948	NA	SW/4 OF SECTION 8, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	USA LC-068474	FRANK SANER	11/1/1947	NA	N/2 OF SECTION 10, ALL OF SECTION 3, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	USA LC-070336	PHILLIPS PETROLEUM COMPANY	5/1/1947	NA	NE/4NW/4 OF SECTION 22, N/2NW/4 (A/D/A LOTS 3 & 4), SW/4NW/4 OF SECTION 1, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	USA LC-070336 A	PHILLIPS PETROLEUM COMPANY	5/1/1947	NA	NW/4NW/4, S/2NW/4 OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	USA LC-070337	PHILLIPS PETROLEUM COMPANY	7/1/1948	NA	SW/4 OF SECTION 10, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	USA LC-072006	AMERICAN REPUBLIC CORP	1/1/1950	NA	NE/4NE/4, SE/4SE/4, W/2E/2 OF SECTION 11, TOWNSHIP 14 SOUTH, RANGE 31 EAST

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BOLO PROPERTY NUMBER	PROPERTY NAME	STATE	COUNTY	LESSOR	LESSEE	LEASE DATE	RECORDING DATA	LEGAL DESCRIPTION
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	USA NM-0153475 SEGREGATED OUT OF LC-072006	AMERICAN REPUBLIC CORP	1/1/1950	NA	SE/4 OF SECTION 8, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	USA NM-02419	CITIES SERVICE OIL COMPANY	9/1/1950	NA	E/2NE/4, SW/4NE/4 OF SECTION 33, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	USA NM-03927	CITIES SERVICE OIL COMPANY	3/1/1951	NA	SE/4 OF SECTION 33, SW/4 OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	USA NM-04246	KERR-MCGEE OIL INC	3/1/1951	NA	E/2SW/4, SW/4SW/4 OF SECTION 33, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300461, 300680	DRICKEY QUEEN SAND UNIT, ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM B08822	EARL G LEVICK	9/19/1940	NA	E/2NE/4 OF SECTION 26, E/2SE/4, SW/4SE/4, NW/4SW/4 OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM VC0009	CIRCLE RIDGE PRODUCTION CO	3/1/1990	NA	SW/4NE/4 OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM B10417	INTERCOAST PETROLEUM CO INC	7/6/1943	NA	NE/4SE/4 OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300682, 300461, 300680	WEST CAP QUEEN SAND UNIT, DRICKEY QUEEN SAND UNIT, ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM B10419	BERNICE R PIATT	7/6/1943	NA	NW/4SW/4 OF SECTION 16, SE/4 OF SECTION 17, NE/4SW/4 OF SECTION 2, TOWNSHIP 14 SOUTH, RANGE 31 EAST; E/2NE/4 OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 31 EAST

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BOLO PROPERTY NUMBER	PROPERTY NAME	STATE	COUNTY	LESSOR	LESSEE	LEASE DATE	RECORDING DATA	LEGAL DESCRIPTION
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM B10420	WILLIAM SPURCK AND VADA SPURCK	7/6/1943	NA	NW/4SE/4, E/2NE/4, NW/4NE/4, SE/4NW/4, SE/4SW/4 OF SECTION 16, SE/4NE/4 OF SECTION 2, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E00478	TEXAS PACIFIC COAL & OIL CO	8/10/1945	NA	SW/4NW/4 OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E00521	LILLIAN V BROWNE	9/10/1945	NA	SE/4SW/4 OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300461, 300680	DRICKEY QUEEN SAND UNIT, ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM E1380	TEXAS PACIFIC COAL & OIL CO	7/10/1947	NA	NW/4SE/4 OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 31 EAST; SE/4 OF SECTION 2, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E01467	TEXAS PACIFIC COAL & OIL CO	9/10/1947	NA	SW/4SE/4 OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E02635	L B HODGES	5/10/1949	NA	SW/4SW/4 OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E02855	GULF OIL CORP	8/10/1949	NA	NW/4NE/4 (A/D/A LOT 2) OF SECTION 2, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E02858	UNION OIL CO OF CALIF	8/10/1949	NA	NE/4SW/4 OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E4810	RALPH NIX	12/11/1950	NA	NW/4NW/4 OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST

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300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E5665	GULF OIL CORP	10/10/1951	NA	SE/4SE/4 OF SECTION 16, NE/4NE/4 (A/D/A LOT 1) OF SECTION 2, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E5988	TEXAS PACIFIC COAL & OIL CO	2/11/1952	NA	NE/4, S/2NW/4 OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300461, 300680	DRICKEY QUEEN SAND UNIT, ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM E06401	CITIES SERVICE OIL COMPANY	8/11/1952	NA	N/2SE/4 OF SECTION 23, NE/4SW/4, NW/4SE/4 OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST; W/2W/2 OF SECTION 2, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E7661	J M ZACHARY	12/15/1953	NA	SE/4NW/4, SE/4SW/4 OF SECTION 2, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E7662	GULF OIL CORP	12/15/1953	NA	NE/4NW/4 OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E8333	J M ZACHARY	7/20/1954	NA	NE/4NW/4 (A/D/A LOT 3)OF SECTION 2, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	MORRIS R ANTWEIL ET AL	MALCO REFINERIES INC	6/28/1989	NA	NW/4SE/4, E/2NE/4 OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300461, 300683, 300684	DRICKEY QUEEN SAND UNIT, ZIMMERMAN	NM	CHAVES	MRS STELLA ZIMMERMAN ET AL	GULF OIL CORP	2/26/1946	BOOK 15, PAGE 408	W/2 OF SECTION 11, NE/4, E/2SE/4 OF SECTION 20, W/2 OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST

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300461, 300683, 300684	DRICKEY QUEEN SAND UNIT, ZIMMERMAN	NM	CHAVES	CLYDE H ZIMMERMAN ET AL	GULF OIL CORP	3/6/1946	BOOK 16, PAGE 36	W/2 OF SECTION 11, NE/4, E/2SE/4 OF SECTION 20, W/2 OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	W H MEDLIN ET UX	BRUCE K MATLOCK	12/6/1944	BOOK 14, PAGE 379	W/2NE/4 OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	MRS STELLA ZIMMERMAN ET AL	UNION OIL CO OF CALIF	10/8/1947	BOOK 25, PAGE 7	NW/4NE/4, NE/4NW/4, N/2SW/4, SW/4SW/4, NW/4NW/4, S/2NW/4, SE/4NW/4 OF SECTION 14, N/2NE/4, SE/4NW/4, NE/4NW/4, S/2NE/4 OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300682	WEST CAP QUEEN SAND UNIT	NM	CHAVES	STATE OF NM B10411	W E LEE & ALLIE M LEE	7/2/1943	NA	E/2NE/4 OF SECTION 8, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300682	WEST CAP QUEEN SAND UNIT	NM	CHAVES	USA NM-003210 SEGREGATED OUT OF LC-068371	J R MILLER	8/1/1949	NA	NE/4, S/2SW/4, N/2SW/4 OF SECTION 17, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300682	WEST CAP QUEEN SAND UNIT	NM	CHAVES	USA LC-0068264 SEGREGATED OUT OF LC-060812	MALEC REFINERIES INC	6/1/1949	NA	NW/4 OF SECTION 17, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300682	WEST CAP QUEEN SAND UNIT	NM	CHAVES	USA NM-080123 SEGREGATED OUT OF LC-060712	ED SCHOCKLEY	5/1/1947	NA	NE/4 OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST

## EXHIBIT 'A' - SECTION I

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE, DATED EFFECTIVE APRIL 1, 2017 BY AND BETWEEN LEGACY RESERVES OPERATING LP, AS ASSIGNOR, AND REMNANT OIL COMPANY LLC, AS ASSIGNEE

## LEASES AND LANDS

BOLO PROPERTY NUMBER	PROPERTY NAME	STATE	COUNTY	LESSOR	LESSEE	LEASE DATE	RECORDING DATA	LEGAL DESCRIPTION
300682	WEST CAP QUEEN SAND UNIT	NM	CHAVES	USA NM LC-060821-A SEGREGATED OUT OF LC-060821	FRANK A SANER	11/1/1947	NA	W/2SE/4, NE/4SE/4 OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300680	ROCK QUEEN UNIT	NM	CHAVES	USA LC-068288-A SEGREGATED OUT OF LC-068288	ETHEL P ERWIN	8/1/1951	NA	N/2N/2 OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300680	ROCK QUEEN UNIT	NM	CHAVES	USA LC-068288-B SEGREGATED OUT OF LC-068288	ETHEL P ERWIN	8/1/1951	NA	S/2S/2 OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300680	ROCK QUEEN UNIT	NM	CHAVES	USA NM-02509	SKELLY OIL CO	11/1/1950	NA	E/2NW/4 OF SECTION 27, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300680	ROCK QUEEN UNIT	NM	CHAVES	USA NM-03844	JOHN E COCHRAN, JR	2/1/1951	NA	NE/4 OF SECTION 27, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300680	ROCK QUEEN UNIT	NM	CHAVES	USA NM-04385	GEORGE P LIVERMORE INC	2/1/1951	NA	SE/4 OF SECTION 27, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300680	ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM B08318	WILLIAM SPURCK	9/11/1939	NA	SW/4NW/4 OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300680	ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM B10418	WILLIAM SPURCK & VADA SPURCK	7/6/1943	NA	SE/4SW/4, NE/4SE/4 OF SECTION 22, SW/4SE/4 OF SECTION 23, NW/4, N/2SW/4, E/2SE/4 OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300680	ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM B8605	WILLIAM SPURCK & VADA SPURCK	4/8/1940	NA	NW/4SW/4 OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 31 EAST

## EXHIBIT 'A' - SECTION I

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE, DATED EFFECTIVE APRIL 1, 2017 BY AND BETWEEN LEGACY RESERVES OPERATING LP, AS ASSIGNOR, AND REMNANT OIL COMPANY LLC, AS ASSIGNEE

## LEASES AND LANDS

BOLO PROPERTY NUMBER	PROPERTY NAME	STATE	COUNTY	LESSOR	LESSEE	LEASE DATE	RECORDING DATA	LEGAL DESCRIPTION
300680	ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM B8459	GULF OIL CORP	1/4/1940	NA	SE/4NE/4 OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300680	ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM B9359	GREAT WESTERN DRILLING CO	10/11/1941	NA	SI/2SW/4, NE/4SW/4 OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300680	ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM B9495	L H KENNEDY & LILLIAN E KENNEDY	1/29/1942	NA	SW/4NE/4 OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300680	ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM B9541	GREAT WESTERN DRILLING CO	2/17/1942	NA	ALL OF SECTION 36, NE/4SW/4 OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300680	ROCK QUEEN UNIT	NM	LEA	STATE OF NM B11332	BEN Q ADAMS	7/10/1944	NA	E/2SW/4 OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 32 EAST
300680	ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM B11644	LILLIAN V BROWNE	12/11/1944	NA	SE/4SE/4 OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300680	ROCK QUEEN UNIT	NM	LEA	STATE OF NM E35	SOUTHERN PETROLEUM EXPLORATION	1/10/1945	NA	E/2NW/4 OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 32 EAST
300680	ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM E00473	LILLIAN V BROWNE	8/10/1945	NA	N/2NW/4 OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300680	ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM E04191	ATLANTIC REFINING	9/11/1950	NA	SW/4SE/4 OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300680	ROCK QUEEN UNIT	NM	LEA	STATE OF NM E4192	J D HUNTER	9/11/1950	NA	SE/4SW/4 OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 32 EAST
300680	ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM E5663	GULF OIL CORP	10/10/1951	NA	SW/4SE/4, NW/4SE/4, SE/4SE/4, NW/4SW/4 OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300680	ROCK QUEEN UNIT	NM	CHAVES	STATE OF NM E5758	GULF OIL CORP	11/10/1951	NA	S/2SW/4 OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST

## EXHIBIT 'A' - SECTION I

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE, DATED EFFECTIVE APRIL 1, 2017 BY AND BETWEEN LEGACY RESERVES OPERATING LP, AS ASSIGNOR, AND REMNANT OIL COMPANY LLC, AS ASSIGNEE

## LEASES AND LANDS

BOLO PROPERTY NUMBER	PROPERTY NAME	STATE	COUNTY	LESSOR	LESSEE	LEASE DATE	RECORDING DATA	LEGAL DESCRIPTION
300680	ROCK QUEEN UNIT	NM	LEA	STATE OF NM E7494	SUPERIOR OIL CO	10/20/1953	NA	NW/2NE/4, SW/4NE/4, W/2SE/4, NE/4SE/4, SE/4NE/4 OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 32 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E7659	GULF OIL CORP	12/15/1953	NA	NW/4NE/4 OF SECTION 26, W/2NE/4 OF SECTION 22, E/2NW/4, NW/4NW/4, W/2NE/4, SW/4, SE/4SE/4 OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300680	ROCK QUEEN UNIT	NM	LEA	STATE OF NM E8005	W G ROSS	3/16/1954	NA	SE/4 OF SECTION 19, W/2W/2 (A/D/A LOTS 1 THRU 4) OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 32 EAST
300680	ROCK QUEEN UNIT	NM	LEA	STATE OF NM E8063	EUGENE NEARBURG	4/20/1954	NA	SW/4NE/4 OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 32 EAST
300680	ROCK QUEEN UNIT	NM	LEA	STATE OF NM E8149	SUPERIOR OIL CO	5/18/1954	NA	NE/4SW/4 OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 32 EAST
300680	ROCK QUEEN UNIT	NM	LEA	STATE OF NM E8226	SUPERIOR OIL CO	6/15/1954	NA	SW/4SW/4 (A/D/A LOT 4) OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 32 EAST
300680	ROCK QUEEN UNIT	NM	LEA	STATE OF NM E9217	H L FANNIN JR	7/19/1955	NA	NW/4NW/4 (A/D/A LOT 1) OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 32 EAST
300680	ROCK QUEEN UNIT	NM	CHAVES	W M TULK & CARRIE E TULK	GULF OIL CORP	3/20/1946	BOOK 16, PAGE 239	S/2N/2, N/2S/2 OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST

## EXHIBIT 'A' - SECTION I

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE, DATED EFFECTIVE APRIL 1, 2017 BY AND BETWEEN LEGACY RESERVES OPERATING LP, AS ASSIGNOR, AND REMNANT OIL COMPANY LLC, AS ASSIGNEE

LEASES AND LANDS								
BOLO PROPERTY NUMBER	PROPERTY NAME	STATE	COUNTY	LESSOR	LESSEE	LEASE DATE	RECORDING DATA	LEGAL DESCRIPTION
300680	ROCK QUEEN UNIT	NM	CHAVES	CLYDE A BROWNING & LEIA BROWNING	GULF OIL CORP	1/26/1946	BOOK 14, PAGE 418	NE/4, S/2NW/4 OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	USA LC-062486	J T BONNER	4/1/1946	NA	E/2 OF SECTION 5, ALL OF SECTION 4, ALL OF SECTION 9, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300677	KARANKAWA FEDERAL	NM	CHAVES	USA NM-91906	CITIES SERVICE OIL COMPANY	3/1/1951	NA	SE/4 OF SECTION 28, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	USA NMNM-120355	CELERO ENERGY II LP	10/1/2008	NA	SE/4 OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300682	WEST CAP QUEEN SAND UNIT	NM	CHAVES	STATE OF NM E3277	PHILLIPS PETROLEUM COMPANY	2/10/1950	NA	SW/4SW/4 OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300461	DRICKEY QUEEN SAND UNIT	NM	CHAVES	STATE OF NM VB1613	BASIN LAND SERVICES	3/1/2009	'NA	SW/4NE/4 OF SECTION 2, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300672, 300676	APACHE FEDERAL COM, FRIEND FEDERAL	NM	CHAVES	USA NM-17594	ROBERT N FRIEND	3/1/1973	NA	SW/4 OF SECTION 20, NW/4 OF SECTION 21, SE/4 OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 31 EAST
	APACHE FEDERAL COM, DALPORT FEDERAL, FRIEND FEDERAL							SW/4 OF SECTION 20, LIMITED IN DEPTH FROM THE SURFACE TO A DEPTH OF 2,806 FEET, SW/4 OF SECTION 21, LIMITED IN DEPTH FROM THE SURFACE TO 2,850 FEET, NE/4 OF SECTION 30, LIMITED IN DEPTH FROM THE SURFACE TO A DEPTH OF 2,806 FEET, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300672, 300674, 300676								

## EXHIBIT 'A' - SECTION I

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE, DATED EFFECTIVE APRIL 1, 2017 BY AND BETWEEN LEGACY RESERVES OPERATING LP, AS ASSIGNOR, AND REMNANT OIL COMPANY LLC, AS ASSIGNEE

## LEASES AND LANDS

BOLO PROPERTY NUMBER	PROPERTY NAME	STATE	COUNTY	LESSOR	LESSEE	LEASE DATE	RECORDING DATA	LEGAL DESCRIPTION
300673	DALPORT ARCO FEDERAL COM	NM	CHAVES	USA NM-35611	PHILLIP C HOLT	3/1/1979	NA	LOTS 1, 2, E/2NW/4 OF SECTION 7, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300673	DALPORT ARCO FEDERAL COM	NM	CHAVES	USA NM-349837 SEGREGATED OUT OF NM-153475	AMERICAN REPUBLIC CORP	1/1/1950	BOOK 31, PAGE 205	NE/4 OF SECTION 7, LIMITED IN DEPTH TO 2,790 FEET, TOWNSHIP 14 SOUTH, RANGE 31 EAST
300674	DALPORT FEDERAL	NM	CHAVES	USA NM-98865 SEGREGATED OUT OF NM-1535A	ALVER C DUNCAN	3/1/1967	BOOK 112, PAGE 838	NW/4, NW/4NE/4 OF SECTION 20, LIMITED IN DEPTH FROM THE SURFACE TO 2,806 FEET, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300679	OXY FEDERAL COM	NM	CHAVES	USA NM-80127 SEGREGATED OUT OF NM-03927	CITIES SERVICE OIL COMPANY	3/1/1951	NA	NW/4, SE/4 OF SECTION 29, LIMITED IN DEPTH FROM THE SURFACE TO A DEPTH OF 2,750 FEET, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300679, 300381	OXY FEDERAL COM, WAKAN TANKA FEDERAL	NM	CHAVES	USA NM-80128 SEGREGATED OUT OF NM-02419	CITIES SERVICE OIL COMPANY	9/1/1950	BOOK 35, PAGE 173	SW/4 OF SECTION 27 AND NE/4, SW/4 OF SECTION 29, LIMITED IN DEPTH FROM THE SURFACE TO A DEPTH OF 2,750 FEET, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300678	NORTH CAPROCK CELERO QUEEN UNIT	NM	CHAVES	STATE OF NM V09404	MBF LAND SERVICES	6/1/2013	BOOK 715, PAGE 870	SE/4NE/4, S/2NW/4, S/2 OF SECTION 12, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300678	NORTH CAPROCK CELERO QUEEN UNIT	NM	CHAVES	STATE OF NM V09413	MBF LAND SERVICES	6/1/2013	BOOK 715, PAGE 866	LOTS 1, 2, 3, S/2NE/4 OF SECTION 1, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300678	NORTH CAPROCK CELERO QUEEN UNIT	NM	CHAVES	STATE OF NM V09414	MBF LAND SERVICES	6/1/2013	BOOK 715, PAGE 874	W/2SW/4, SE/4SW/4 OF SECTION 1, TOWNSHIP 13 SOUTH, RANGE 31 EAST

**EXHIBIT 'A' - SECTION I**

**ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE, DATED EFFECTIVE APRIL 1, 2017 BY AND BETWEEN LEGACY RESERVES OPERATING LP, AS ASSIGNOR, AND REMNANT OIL COMPANY LLC, AS ASSIGNEE**

**LEASES AND LANDS**

BOLO PROPERTY NUMBER	PROPERTY NAME	STATE	COUNTY	LESSOR	LESSEE	LEASE DATE	RECORDING DATA	LEGAL DESCRIPTION
300678	NORTH CAPROCK CELERO QUEEN UNIT	NM	CHAVES	STATE OF NM V09415	MBF LAND SERVICES	6/1/2013	BOOK 878, PAGE 4	E/2 OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300678	NORTH CAPROCK CELERO QUEEN UNIT	NM	CHAVES	STATE OF NM V09416	MBF LAND SERVICES	6/1/2013	BOOK 882, PAGE 4	NE/4NW/4, S/2NW/4, SW/4 OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300678	NORTH CAPROCK CELERO QUEEN UNIT	NM	CHAVES	STATE OF NM V09417	MBF LAND SERVICES	6/1/2013	BOOK 715, PAGE 886	NE/4, W/2SW/4 OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST
300678	NORTH CAPROCK CELERO QUEEN UNIT	NM	LEA	STATE OF NM V09409	MBF LAND SERVICES	6/1/2013	BOOK 1842, PAGE 483	E/2 OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 32 EAST
300678	NORTH CAPROCK CELERO QUEEN UNIT	NM	LEA	STATE OF NM V09423	MBF LAND SERVICES	6/1/2013	BOOK 1842, PAGE 488	E/2 OF SECTION 17, TOWNSHIP 13 SOUTH, RANGE 32 EAST
300678	NORTH CAPROCK CELERO QUEEN UNIT	NM	LEA	STATE OF NM V09424	MBF LAND SERVICES	6/1/2013	BOOK 1842, PAGE 478	W/2 OF SECTION 17, TOWNSHIP 13 SOUTH, RANGE 32 EAST

**EXHIBIT A - SECTION II**

**ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE DATED EFFECTIVE APRIL 1, 2017 BY AND  
BETWEEN LEGACY RESERVES OPERATING LP, AS ASSIGNOR, AND REMNANT OIL COMPANY LLC, AS ASSIGNEE**

**SURFACE ESTATE LANDS**

STATE	COUNTY	GRANTOR	GRANTEE	AGREEMENT DATE	RECORDING DATA	LEGAL DESCRIPTION
NM	CHAVES	S&S INC	CAPROCK LAND & CATTLE LLC	10/30/2007	BOOK 602, PAGE 605	ALL OF SECTIONS 3, 10, 11, W/2 OF SECTION 12, ALL OF SECTIONS 14 AND 15, E/2 OF SECTION 20, ALL OF SECTIONS 21 AND 23, TOWNSHIP 14 SOUTH, RANGE 31 EAST, SAVE AND EXCEPT 1871 ACRES, MORE OR LESS, LYING EAST OF HIGHWAY #172 WITHIN SECTIONS 11, 12, 14 AND 23, TOWNSHIP 14 SOUTH, RANGE 31 EAST
NM	CHAVES	SHANNON KIZER	CAPROCK LAND & CATTLE LLC	11/15/2007	BOOK 603, PAGE 1522	ALL OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST

**EXHIBIT A - SECTION III**  
**ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE DATED EFFECTIVE APRIL 1, 2017 BY AND BETWEEN LEGACY RESERVES  
 OPERATING LP, AS ASSIGNEE AND REMNANT OIL COMPANY COMPANY LLC, AS ASSIGNEE**

**WATER EASEMENTS**

STATE	COUNTY	GRANTOR	GRANTEE	AGREEMENT DATE	LEGAL DESCRIPTION
NM	CHAVES	STATE OF NM W-85	CELERO ENERGY II LP	9/21/2011	ALL OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST
NM	CHAVES	STATE OF NM WM-192	CELERO ENERGY II LP	8/28/2013	NW/4NW/4 OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST
NM	CHAVES	STATE OF NM WM-191	CELERO ENERGY II LP	8/28/2013	SE/4NW/4 OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST
NM	CHAVES	STATE OF NM WM-190	CELERO ENERGY II LP	8/28/2013	SE/4NW/4 OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST
NM	LEA	STATE OF NM W-371	LEGACY RESERVES OPERATING LP	1/19/2016	ALL OF SECTION 28, TOWNSHIP 13 SOUTH, RANGE 32 EAST
NM	LEA	STATE OF NM W-494	LEGACY RESERVES OPERATING LP	9/13/2014	W/2 OF SECTION 16, S/2 OF SECTION 17, S/2 OF SECTION 18, TOWNSHIP 13 SOUTH, RANGE 32 EAST
NM	LEA	STATE OF NM W-503	LEGACY RESERVES OPERATING LP	12/10/2014	ALL OF SECTION 21, TOWNSHIP 13 SOUTH, RANGE 32 EAST
NM	LEA	STATE OF NM W-30	LEGACY RESERVES OPERATING LP	12/5/2014	E/2 OF SECTION 16, TOWNSHIP 13 SOUTH, RANGE 32 EAST
NM	LEA	STATE OF NM W-442	CELERO ENERGY II LP	5/9/2012	SW/4SE/4 OF SECTION 33, TOWNSHIP 13 SOUTH, RANGE 32 EAST
NM	LEA	STATE OF NM W-489	LEGACY RESERVES OPERATING LP	7/19/2014	ALL OF SECTION 32, N/2, SW/4, N/2SE/4, SE/4SE/4 OF SECTION 33, TOWNSHIP 13 SOUTH, RANGE 32 EAST
NM	CHAVES	STATE OF NM WM-221	LEGACY RESERVES OPERATING LP	5/6/2015	E/2NE/4 OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST

**EXHIBIT A - SECTION IV**

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE DATED EFFECTIVE APRIL 1, 2017 BY AND BETWEEN LEGACY RESERVES OPERATING LP, AS ASSIGNEE, AND REMNANT OIL COMPANY LLC, AS ASSIGNOR

GRAZING LEASES			
STATE	COUNTY	GRANTOR	GRANTEE
NM	CHAVES	STATE OF NM GS-1368	CAPROCK LAND & CATTLE
NM	CHAVES	USA NM-65079	LEGACY RESERVES OPERATING LP

AGREEMENT DATE

NE/4 OF SECTION 8, ALL OF SECTION 16, SE/4 OF SECTION 17, TOWNSHIP 14 SOUTH, RANGE 31 EAST
10/1/2012

LEGAL DESCRIPTION

ALL OF SECTION 4, 100 ACRES OUT OF THE SOUTHERN PORTION OF SECTION 5, 140 ACRES OUT OF THE EASTERN PORTION OF SECTION 7, NW/4, S/2 OF SECTION 8, ALL OF SECTION 9, N/2, SW/4 OF SECTION 17, TOWNSHIP 14 SOUTH, RANGE 31 EAST
5/7/2015

## EXHIBIT A - SECTION V

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE DATED EFFECTIVE APRIL 1, 2017 BY AND BETWEEN  
LEGACY RESERVES OPERATING LP, AS ASSIGNEE AND REMNANT OIL COMPANY LLC , AS ASSIGNEE

STATE	COUNTY	GRANTOR	GRANTEE	AGREEMENT DATE	RECORDING DATA	RIGHTS OF WAY	LEGAL DESCRIPTION
NM	LEA	STATE OF NM RW-30958	CELERO ENERGY II LP	4/18/2008	NA		SW/4SW/4 OF SECTION 16, NW/4NW/4, SW/4NW/4, NW/4SW/4, SW/4SW/4 OF SECTION 21, TOWNSHIP 13 SOUTH, RANGE 32 EAST
NM	CHAVES	STATE OF NM RW-24897	CELERO ENERGY II LP	5/5/1993	NA		0.6072 ACRES IN THE SE/4SE/4 AND 0.2783 ACRES IN THE NE/4SE/4 OF SECTION 32, TOWNSHIP 13 SOUTH, RANGE 31 EAST
NM	CHAVES	USA NM-84351	CELERO ENERGY II LP	3/1/2011	NA		SE/4SE/4 OF SECTION 19, S/2S/2, NE/4SE/4 OF SECTION 20, SW/4NW/4 OF SECTION 21, S/2NW/4, NW/4NW/4N/2SW/4, SE/4SW/4, SW/4SE/4 OF SECTION 29, NE/4NE/4 OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 31 EAST; LOTS 1 THRU 4, SE/4NE/4, E/2SE/4 OF SECTION 4, LOT 1 OF SECTION 5, SW/4NE/4, NE/4SW/4, SE/4 OF SECTION 7, SE/4SE/4, SW/4SW/4 OF SECTION 8, E/2NE/4, S/2N/2, W/2SW/4 OF SECTION 9, N/2 OF SECTION 17, TOWNSHIP 14 SOUTH, RANGE 31 EAST
NM	LEA	USA NM-55556	LEGACY RESERVES OPERATING LP	11/4/2014	NA		E/2E/2 OF SECTION 13, TOWNSHIP 13 SOUTH, RANGE 30 EAST; LOT 4 OF SECTION 18, LOT 1, SW/4NE/4, E/2NW/4, W/2SE/4, SE/4SE/4 OF SECTION 19, SW/4SW/4 OF SECTION 20, S/2NW/4, NW/4SW/4 OF SECTION 29, E/2SE/4 OF SECTION 30, E/2E/2 OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 31 EAST; LOTS 1, 2, S/2NE/4, SE/4 OF SECTION 6, W/2NE/4 OF SECTION 7, TOWNSHIP 14 SOUTH, RANGE 31 EAST
NM	CHAVES	CAPROCK LAND & CATTLE LLC	LEA COUNTY ELECTRIC COOPERATIVE	8/1/2013	NA		PART OF THE NE/4 OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST

**EXHIBIT A - SECTION V**

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE DATED EFFECTIVE APRIL 1, 2017 BY AND BETWEEN  
LEGACY RESERVES OPERATING LP, AS ASSIGNEE AND REMNANT OIL COMPANY LLC, AS ASSISGNEE

**RIGHTS OF WAY**

STATE	COUNTY	GRANTOR	GRANTEE	AGREEMENT DATE	RECORDING DATA	LEGAL DESCRIPTION
NM	CHAVES	CAPROCK LAND & CATTLE LLC	LEA COUNTY ELECTRIC COOPERATIVE	3/27/2012	NA	NE/4 OF SECTION 10, TOWNSHIP 14 SOUTH, RANGE 31 EAST
NM	LEA	STATE OF NM RW-31939	CELERO ENERGY II LP	10/1/2010	NA	SECTIONS 28 AND 29, TOWNSHIP 13 SOUTH, RANGE 32 EAST
NM	LEA	STATE OF NM RW-31938	CELERO ENERGY II LP	8/26/2010	NA	SECTIONS 29 AND 30, TOWNSHIP 13 SOUTH, RANGE 32 EAST
NM	CHAVES	STATE OF NM RW-32225	CELERO ENERGY II LP	5/27/2011	NA	S/2S/2 OF SECTION 26, W/2W/2 OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST; W/2W/2 OF SECTION 2, TOWNSHIP 14 SOUTH, RANGE 31 EAST

**EXHIBIT A - SECTION VI**

**ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE DATED EFFECTIVE APRIL 1, 2017 BY AND BETWEEN LEGACY RESERVES OPERATING LP, AS ASSIGNEE AND REMNANT OIL COMPANY LLC, AS ASSIGNEE**

SURFACE USE AGREEMENTS			
STATE	COUNTY	GRANTOR	GRANTEE
			AGREEMENT DATE
NM	CHAVES	WANDA L WILLIAMS	CELERO ENERGY II LP
			11/1/2010
			NA
			RECORDING DATA
NM	LEA	LIMESTONE LIVESTOCK	CELERO ENERGY II LP
			5/10/2013
			NA
			LEGAL DESCRIPTION
NM	CHAVES	STATE OF NM BL-0443-7	LEGACY RESERVES OPERATING LPP
			11/14/2014
			NA
			6 ACRES OF LAND IN THE SW/4SW/4 OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST

**EXHIBIT A - SECTION VII**  
**ATTACHED TO AND MADE A PART OF THAT ASSIGNMENT AND BILL OF SALE DATED EFFECTIVE APRIL 1, 2017 BY AND BETWEEN LEGACY RESERVES  
 OPERATING LP, AS ASSIGNOR AND REMNANT OIL COMPANY LLC, AS ASSIGNEE**

**CO2 PIPELINE RIGHTS OF WAY & ACCESS RIGHTS**

STATE	COUNTY	GRANTOR	GRANTEE	AGREEMENT DATE	RECORDING DATA	LEGAL DESCRIPTION
NM	CHAVES	JACK LUCE AND REBA LUCE	CELERO ENERGY II LP	9/13/2010	BOOK 669, PAGE 469	PART OF SECTION 35, TOWNSHIP 10 SOUTH, RANGE 31 EAST
NM	CHAVES	JACK LUCE AND REBA LUCE	CELERO ENERGY II LP	9/2/2010	BOOK 669, PAGE 522	PART OF SECTIONS 34 AND 35, TOWNSHIP 10 SOUTH, RANGE 31 EAST
						PART OF SECTION 6, TOWNSHIP 11 SOUTH, RANGE 32 EAST; PART OF SECTIONS 12, 13, 23, 24 AND 26, TOWNSHIP 11 SOUTH, RANGE 31 EAST; PART OF SECTIONS 2, 11, 14, 23, AND 35, TOWNSHIP 12 SOUTH, RANGE 31 EAST; PART OF SECTIONS 11 AND 14, TOWNSHIP 13 SOUTH, RANGE 31 EAST
NM	CHAVES	STATE OF NM RW-32004	CELERO ENERGY II LP	10/1/2010	BOOK 669, PAGE 506	PART OF SECTIONS 1 AND 23, TOWNSHIP 11 SOUTH, RANGE 31 EAST
NM	CHAVES	ROBERT W MARLEY	CELERO ENERGY II LP	9/20/2010	BOOK 669, PAGE 490	PART OF SECTION 12, TOWNSHIP 11 SOUTH, RANGE 31 EAST
NM	CHAVES	KOB-TV LLC	CELERO ENERGY II LP	8/1/2010	BOOK 686, PAGE 133	PART OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 31 EAST
NM	CHAVES	LEE CATTLE COMPANY	CELERO ENERGY II LP	8/23/2010	BOOK 669, PAGE 476	PART OF SECTION 14, 23 AND 26, TOWNSHIP 12 SOUTH, RANGE 31 EAST
NM	CHAVES	CINDY REYNOLDS	CELERO ENERGY II LP	9/3/2010	BOOK 669, PAGE 483	PART OF SECTION 26, TOWNSHIP 12 SOUTH, RANGE 31 EAST
NM	CHAVES	W T TIVIS	CELERO ENERGY II LP	8/20/2010	BOOK 669, PAGE 479	PART OF SECTIONS 2, 23 AND 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST
NM	CHAVES	WANDA L WILLIAMS	CELERO ENERGY II LP	9/3/2010	BOOK 669, PAGE 495	

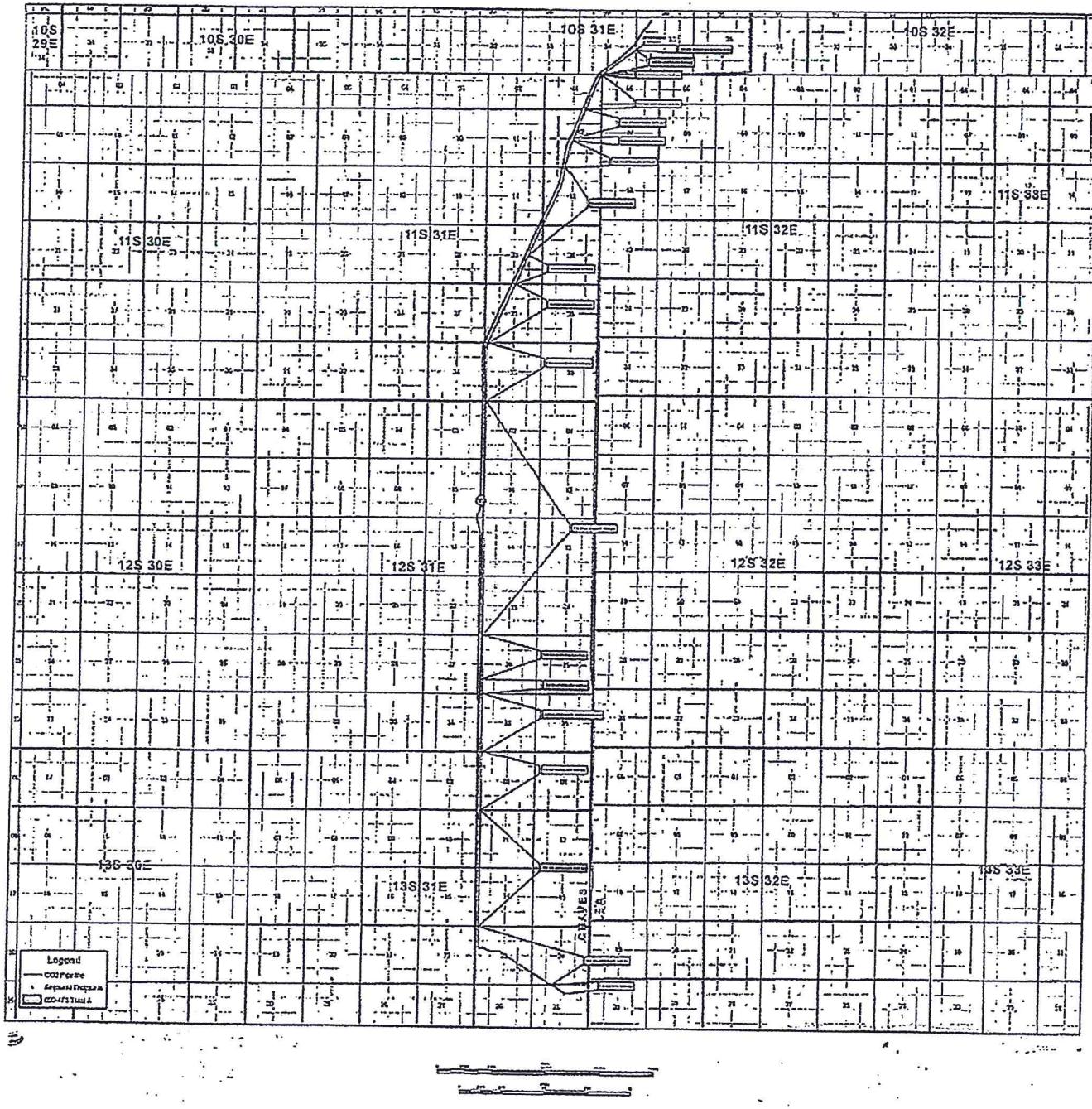
EXHIBIT A – SECTION VII

CO2 PIPELINE

1. A six (6) inch buried CO2 Pipeline commencing at a connection point located in Section 35, Township 10 South, Range 31 East, Chaves County, New Mexico, extending in a southerly direction approximately 18.5 miles in length, ending at a point located in Section 25, Township 13 South, Range 32 East, Chaves County, New Mexico as approximately indicated on the plat attached hereto as Section II of Exhibit C.
2. Please refer to Section VII of Exhibit A attached hereto for a description of the respective CO2 Pipeline Rights of Way and Access Rights associated with the CO2 Pipeline described in item one (1) above.

EXHIBIT A - SECTION VII

**CO<sub>2</sub> PIPELINE LOCATION PLAT**  
**CHAVES AND LEA COUNTIES, NEW MEXICO**



ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE DATED EFFECTIVE APRIL 1, 2017 BY AND BETWEEN  
 LEGACY RESERVES OPERATING LP, ASSIGNEE, AND REMNANT OIL COMPANY LLC, AS ASSIGNEE

**WELLS**

<b>PROPERTY NUMBER</b>	<b>PROPERTY</b>	<b>STATE</b>	<b>COUNTY</b>	<b>OPERATOR</b>	<b>API NUMBER</b>	<b>REGULATORY LEASE NUMBER</b>
300461.01.45	DQSU 0045	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501054	313290
300461.01.47	DQSU 0047	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501055	313290
300461.01.54	DQSU 0054	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000521156	313290
300461.02.55	DQSU 0055	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000521157	313290
300461.03.34	DQSU 0034	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501030	313290
300461.05.04	DQSU 0804	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501009	313290
300461.05.05	DQSU 0805	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500978	313290
300461.05.06	DQSU 0806	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500979	313290
300461.05.08	DQSU 0808	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500981	313290
300461.05.12	DQSU 0812	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501013	313290
300461.05.13	DQSU 0813	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500982	313290
300461.05.15	DQSU 0815	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500984	313290
300461.05.16	DQSU 0816	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500985	313290
300461.05.22	DQSU 0822	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500987	313290
300461.05.24	DQSU 0824	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500989	313290
300461.05.28	DQSU 0828	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501021	313290
300461.05.31	DQSU 0831	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500992	313290
300461.05.32	DQSU 0832	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500993	313290
300461.05.37	DQSU 0837	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000510158	313290
300461.06.04	DQSU 0704	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000529198	313290
300461.06.16	DQSU 0016	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500973	313290
300461.06.17	DQSU 0017	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500971	313290
300461.06.18	DQSU 0018	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500977	313290
300461.06.19	DQSU 0019	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500976	313290
300461.06.22	DQSU 0022	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500969	313290
300461.06.23	DQSU 0023	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500972	313290
300461.06.24	DQSU 0024N	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500968	313290
300461.06.25	DQSU 0025	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500963	313290
300461.06.26	DQSU 0026	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501024	313290
300461.06.27	DQSU 0027	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501026	313290
300461.06.28	DQSU 0028	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501028	313290
300461.06.29	DQSU 0029	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501029	313290
300461.06.30	DQSU 0030	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501027	313290
300461.06.31	DQSU 0031	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501022	313290
300461.06.32	DQSU 0032	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501023	313290

## EXHIBIT B

**ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE DATED EFFECTIVE APRIL 1, 2017 BY AND BETWEEN  
LEGACY RESERVES OPERATING LP, ASSIGNEE, AND REMNANT OIL COMPANY LLC, AS ASSIGNEE**

<b>PROPERTY NUMBER</b>	<b>PROPERTY</b>	<b>STATE</b>	<b>COUNTY</b>	<b>OPERATOR</b>	<b>API NUMBER</b>	<b>REGULATORY LEASE NUMBER</b>
300461.06.33	DQSU 0033	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501025	313290
300461.10.35	DQSU 0035	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501035	313290
300461.10.36	DQSU 0036	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501036	313290
300461.10.38	DQSU 0038	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501037	313290
300461.13.01	DQSU 0701	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000529196	313290
300461.13.06	DQSU 0006	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500903	313290
300461.13.07	DQSU 0007	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500902	313290
300461.13.08	DQSU 0008	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500901	313290
300461.13.09	DQSU 0009	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500900	313290
300461.15.12	DQSU 0012	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500894	313290
300461.15.14	DQSU 0014	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500897	313290
300461.17.41	DQSU 0041	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501074	313290
300461.18.43	DQSU 0043	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501080	313290
300461.22.40	DQSU 0040	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501070	313290
300461.24.39	DQSU 0039	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501075	313290
300461.37.01	DQSU 0001	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500925	313290
300461.37.02	DQSU 0002	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500923	313290
300461.37.03	DQSU 0003	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500922	313290
300461.37.04	DQSU 0004	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500924	313290
300461.37.05	DQSU 0005	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500926	313290
300461.37.11	DQSU 0011	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500898	313290
300461.37.44	DQSU 0144	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000521132	313290
300461.43.53	DQSU 0053	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501127	313290
300461.46.49	DQSU 0049	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501129	313290
300461.47.47	DQSU 0147	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000521135	313290
300461.48.46	DQSU 0046	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501064	313290
300461.48.56	DQSU 0056	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000521153	313290
300461.48.57	DQSU 0057	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000521154	313290
300461.48.58	DQSU 0058	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000521155	313290
300672.01	APACHE FEDERAL COM 0001	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000521098	313282
300673.01	DALPORT ARCO FEDERAL COM 0001	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000520999	313283
300674.01	DALPORT FEDERAL 0001	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000520661	313294
300676.01	FRIEND FEDERAL 001	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000520725	313293
300677.01	KARANKAWA FEDERAL 0001	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000521118	313277

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<b>PROPERTY NUMBER</b>	<b>PROPERTY</b>	<b>STATE</b>	<b>COUNTY</b>	<b>OPERATOR</b>	<b>API NUMBER</b>	<b>REGULATORY LEASE NUMBER</b>
300678.01.31	NORTH CAPROCK CELERO QN UT 031	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500540	
300678.02.22	NORTH CAPROCK CELERO QN UT 022	NM	LEA	LEGACY RESERVES OPERATING LP	3002500207	313271
300678.02.26	NORTH CAPROCK CELERO QN UT 026	NM	LEA	LEGACY RESERVES OPERATING LP	3002500201	313271
300678.02.27	NORTH CAPROCK CELERO QN UT 027	NM	LEA	LEGACY RESERVES OPERATING LP	3002500209	313271
300678.02.28	NORTH CAPROCK CELERO QN UT 028	NM	LEA	LEGACY RESERVES OPERATING LP	3002500200	313271
300679.01	OXY FEDERAL COM 0001	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000521097	313281
300679.02	OXY FEDERAL COM 0002	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000521095	313281
300680.01.01	ROCK QUEEN UNIT 0301	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000529192	313287
300680.01.51	ROCK QUEEN UNIT 0051	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500866	313287
300680.01.52	ROCK QUEEN UNIT 0052	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500865	313287
300680.01.53	ROCK QUEEN UNIT 0053	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500864	313287
300680.02.63	ROCK QUEEN UNIT 0063	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500859	313287
300680.02.64	ROCK QUEEN UNIT 0064	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500860	313287
300680.02.65	ROCK QUEEN UNIT 0065	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500861	313287
300680.02.66	ROCK QUEEN UNIT 0066	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500862	313287
300680.03.30	ROCK QUEEN UNIT 0030	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500891	
300680.04.29	ROCK QUEEN UNIT 0029	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500883	313287
300680.04.31	ROCK QUEEN UNIT 0031	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500886	
300680.05.32	ROCK QUEEN UNIT 0032	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500888	313287
300680.05.33	ROCK QUEEN UNIT 0033	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500890	
300680.05.34	ROCK QUEEN UNIT 0034	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500887	313287
300680.06.16	ROCK QUEEN UNIT 0316	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000529185	313287
300680.06.49	ROCK QUEEN UNIT 0049	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500874	313287
300680.07.15	ROCK QUEEN UNIT 0015	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500835	
300680.07.25	ROCK QUEEN UNIT 0025	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500816	313287
300680.09.15	ROCK QUEEN UNIT 0315	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000529184	
300680.09.35	ROCK QUEEN UNIT 0035	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500872	313287
300680.10.09	ROCK QUEEN UNIT 0009	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500839	313287
300680.10.10	ROCK QUEEN UNIT 0010	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500841	313287
300680.10.20	ROCK QUEEN UNIT 0310	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000529155	313287
300680.11.41	ROCK QUEEN UNIT 0041	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500867	313287
300680.12.26	ROCK QUEEN UNIT 0026	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500808	
300680.13.01	ROCK QUEEN UNIT 0701	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000529159	313287
300680.13.02	ROCK QUEEN UNIT 0702	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000529160	313287

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<b>PROPERTY NUMBER</b>	<b>PROPERTY</b>	<b>STATE</b>	<b>COUNTY</b>	<b>OPERATOR</b>	<b>API NUMBER</b>	<b>REGULATORY LEASE NUMBER</b>
300680.13.03	ROCK QUEEN UNIT 0703	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000529161	313287
300680.13.04	ROCK QUEEN UNIT 0704	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000529162	313287
300680.13.05	ROCK QUEEN UNIT 0705	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000529166	313287
300680.13.19	ROCK QUEEN UNIT 0319	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000529210	313287
300680.13.21	ROCK QUEEN UNIT 0321	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000529211	313287
300680.13.82	ROCK QUEEN UNIT 0082	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500945	313287
300680.13.84	ROCK QUEEN UNIT 0084	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500937	313287
300680.13.85	ROCK QUEEN UNIT 0085	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500930	313287
300680.13.86	ROCK QUEEN UNIT 0086	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500931	313287
300680.13.87	ROCK QUEEN UNIT 0087	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500936	313287
300680.13.88	ROCK QUEEN UNIT 0088	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500939	313287
300680.13.89	ROCK QUEEN UNIT 0089	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500943	313287
300680.13.90	ROCK QUEEN UNIT 0090	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500935	313287
300680.13.91	ROCK QUEEN UNIT 0091	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500932	313287
300680.13.92	ROCK QUEEN UNIT 0092	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500933	313287
300680.13.93	ROCK QUEEN UNIT 0093	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500934	313287
300680.13.94	ROCK QUEEN UNIT 0094	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500941	313287
300680.13.95	ROCK QUEEN UNIT 0095	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500942	313287
300680.14.22	ROCK QUEEN UNIT 0022	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500834	313287
300680.15.05	ROCK QUEEN UNIT 0305	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000529149	313287
300680.15.14	ROCK QUEEN UNIT 0314	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000529183	313287
300680.15.37	ROCK QUEEN UNIT 0037	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500875	313287
300680.15.39	ROCK QUEEN UNIT 0039	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500876	313287
300680.16.43	ROCK QUEEN UNIT 0043	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500881	313287
300680.16.45	ROCK QUEEN UNIT 0045	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500879	313287
300680.16.46	ROCK QUEEN UNIT 0046	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500878	313287
300680.16.50	ROCK QUEEN UNIT 0050	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500882	313287
300680.17.23	ROCK QUEEN UNIT 0023	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500813	
300680.18.18	ROCK QUEEN UNIT 0318	NM	LEA	LEGACY RESERVES OPERATING LP	3002541526	313287
300680.18.77	ROCK QUEEN UNIT 0077	NM	LEA	LEGACY RESERVES OPERATING LP	3002500298	313287
300680.19.28	ROCK QUEEN UNIT 0028	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500819	313287
300680.20.20	ROCK QUEEN UNIT 0320	NM	LEA	LEGACY RESERVES OPERATING LP	3002541527	313287
300680.20.69	ROCK QUEEN UNIT 0069	NM	LEA	LEGACY RESERVES OPERATING LP	3002500307	313287
300680.21.96	ROCK QUEEN UNIT 0096	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500928	313287
300680.21.97	ROCK QUEEN UNIT 0097	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500929	313287
300680.23.27	ROCK QUEEN UNIT 0027	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500812	
300680.24.06	ROCK QUEEN UNIT 0106	NM	LEA	LEGACY RESERVES OPERATING LP	3002500284	313287

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<b>PROPERTY NUMBER</b>	<b>PROPERTY</b>	<b>STATE</b>	<b>COUNTY</b>	<b>OPERATOR</b>	<b>API NUMBER</b>	<b>REGULATORY LEASE NUMBER</b>
300680.26.11	ROCK QUEEN UNIT 0311	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000529156	313287
300680.27.11	ROCK QUEEN UNIT 0011	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500844	313287
300680.28.47	ROCK QUEEN UNIT 0047	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500869	313287
300680.28.48	ROCK QUEEN UNIT 0048	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500868	313287
300680.29.18	ROCK QUEEN UNIT 0018	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500821	
300680.29.19	ROCK QUEEN UNIT 0019	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500820	313287
300680.31.67	ROCK QUEEN UNIT 0067	NM	LEA	LEGACY RESERVES OPERATING LP	3002500306	313287
300680.31.68	ROCK QUEEN UNIT 0068	NM	LEA	LEGACY RESERVES OPERATING LP	3002500304	313287
300680.31.73	ROCK QUEEN UNIT 0073	NM	LEA	LEGACY RESERVES OPERATING LP	3002500305	313287
300680.32.24	ROCK QUEEN UNIT 0024	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500809	
300680.33.08	ROCK QUEEN UNIT 0308	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000529158	313287
300680.33.13	ROCK QUEEN UNIT 0013	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500832	
300680.33.17	ROCK QUEEN UNIT 0017	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500831	
300680.33.20	ROCK QUEEN UNIT 0020	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500830	
300680.33.21	ROCK QUEEN UNIT 0021	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500825	313287
300680.34.09	ROCK QUEEN UNIT 0309	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000529154	313287
300680.35.06	ROCK QUEEN UNIT 0306	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000529150	313287
300680.36.70	ROCK QUEEN UNIT 0070	NM	LEA	LEGACY RESERVES OPERATING LP	3002500309	313287
300680.36.71	ROCK QUEEN UNIT 0071	NM	LEA	LEGACY RESERVES OPERATING LP	3002500312	313287
300680.36.78	ROCK QUEEN UNIT 0078	NM	LEA	LEGACY RESERVES OPERATING LP	3002500310	313287
300680.36.79	ROCK QUEEN UNIT 0079	NM	LEA	LEGACY RESERVES OPERATING LP	3002500311	313287
300680.37.07	ROCK QUEEN UNIT 0007	NM	LEA	LEGACY RESERVES OPERATING LP	3002500294	313287
300680.38.02	ROCK QUEEN UNIT 0002	NM	LEA	LEGACY RESERVES OPERATING LP	3002500286	313287
300680.40.04	ROCK QUEEN UNIT 0004	NM	LEA	LEGACY RESERVES OPERATING LP	3002500291	313287
300680.41.05	ROCK QUEEN UNIT 0005	NM	LEA	LEGACY RESERVES OPERATING LP	3002500292	313287
300680.43.02	ROCK QUEEN UNIT 0302	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000529146	313287
300680.43.03	ROCK QUEEN UNIT 0303	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000529147	313287
300680.43.04	ROCK QUEEN UNIT 0304	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000529148	313287
300680.43.17	ROCK QUEEN UNIT 0317	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000529194	313287
300680.43.55	ROCK QUEEN UNIT 0055	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500855	313287
300680.43.59	ROCK QUEEN UNIT 0059	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500854	313287
300680.43.61	ROCK QUEEN UNIT 0061	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500852	313287
300680.43.62	ROCK QUEEN UNIT 0062	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500851	313287
300680.44.00	ROCK QUEEN UNIT 0100	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500908	313287
300680.44.02	ROCK QUEEN UNIT 0102	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500906	313287
300680.44.06	ROCK QUEEN UNIT 0706	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000529167	313287
300680.44.12	ROCK QUEEN UNIT 0312	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000529181	313287

## EXHIBIT B

**ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE DATED EFFECTIVE APRIL 1, 2017 BY AND BETWEEN  
LEGACY RESERVES OPERATING LP, ASSIGNEE, AND REMNANT OIL COMPANY LLC, AS ASSIGNEE**

<b>PROPERTY NUMBER</b>	<b>PROPERTY</b>	<b>STATE</b>	<b>COUNTY</b>	<b>OPERATOR</b>	<b>API NUMBER</b>	<b>REGULATORY LEASE NUMBER</b>
300680.44.13	ROCK QUEEN UNIT 0313	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000529182	313287
300680.44.98	ROCK QUEEN UNIT 0098	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000500904	313287
300681.01	WAKAN TANKA FEDERAL 0001	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000521075	313273
300681.02	WAKAN TANKA FEDERAL 0002	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000521082	313273
300681.03	WAKAN TANKA FEDERAL 0003	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000521088	313273
300681.04	WAKAN TANKA FEDERAL 0004	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000521092	313273
300682.04.03	WEST CAP QUEEN SAND UNIT 0003	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501094	313278
300682.04.04	WEST CAP QUEEN SAND UNIT 0004	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501092	313278
300682.06.12	WEST CAP QUEEN SAND UNIT 0012	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501079	313278
300682.07.05	WEST CAP QUEEN SAND UNIT 0005	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501097	313278
300682.07.06	WEST CAP QUEEN SAND UNIT 0006	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501099	313278
300682.07.10	WEST CAP QUEEN SAND UNIT 0010	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501100	313278
300682.07.11	WEST CAP QUEEN SAND UNIT 0011	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501098	313278
300682.08.07	WEST CAP QUEEN SAND UNIT 0007	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501090	313278
300682.08.08	WEST CAP QUEEN SAND UNIT 0008	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501091	313278
300682.09.15	WEST CAP QUEEN SAND UNIT 0015	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501108	313278
300682.09.16	WEST CAP QUEEN SAND UNIT 0016	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501107	313278
300682.09.21	WEST CAP QUEEN SAND UNIT 0021	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501109	313278
300682.10.13	WEST CAP QUEEN SAND UNIT 0013	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501103	313278
300682.10.17	WEST CAP QUEEN SAND UNIT 0017	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501116	313278
300682.10.18	WEST CAP QUEEN SAND UNIT 0018	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501115	313278
300682.10.20	WEST CAP QUEEN SAND UNIT 0020	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501117	313278
300682.11.23	WEST CAP QUEEN SAND UNIT 0023	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501120	313278

**EXHIBIT B**

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE DATED EFFECTIVE APRIL 1, 2017 BY AND BETWEEN  
LEGACY RESERVES OPERATING LP, ASSIGNEE, AND REMNANT OIL COMPANY LLC, AS ASSIGNEE

<b>PROPERTY NUMBER</b>	<b>PROPERTY</b>	<b>STATE</b>	<b>COUNTY</b>	<b>OPERATOR</b>	<b>API NUMBER</b>	<b>REGULATORY LEASE NUMBER</b>
300682.11.24	WEST CAP QUEEN SAND UNIT 0024	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501119	313278
300682.11.25	WEST CAP QUEEN SAND UNIT 0025	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501118	313278
300683.02	ZIMMERMAN 0002	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501102	313275
300684.01	ZIMMERMAN A 0001	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501110	313284
300684.03	ZIMMERMAN A 0003	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501112	313284
300684.04	ZIMMERMAN A 0004	NM	CHAVES	LEGACY RESERVES OPERATING LP	3000501113	313284

**EXHIBIT C – FIELD OFFICE**  
**To Assignment and Bill of Sale by and between**  
**Legacy Reserves Operating LP, as Assignor, and**  
**Remnant Oil Company LLC, as Assignee**

**FIELD OFFICE**

Description	VIN	Lic Plate	Unit #	Owned / Leased
2008 OAKC Galaxy Doub Wide Mobile Hm	OC010819104A (& B)	Plate No. 74446MHA		Owned
Shop 50' x 100' x 14'		IN PLACE		Owned

The Caprock Field Office is located in the NW/4 of Section 25, T13S-R31E, Chaves County, New Mexico.

Yard Lease – Six (6) acres located in the SW/4SW/4 of Section 23, T13S-R31E, Chaves County, New Mexico, being subject to that certain Business Lease dated November 14, 2014 (BL-0443-7) by and between the Commissioner of Public Lands, State of New Mexico as Lessor and Legacy Reserves Operating LP as Lessee.

**EXHIBIT D**

**ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF  
SALE DATED EFFECTIVE APRIL 1, 2017, BY AND BETWEEN LEGACY RESERVES  
OPERATING LP, AS ASSIGNOR AND REMNANT OIL COMPANY LLC, AS ASSIGNEE**

## **SPECIAL WARRANTY SURFACE DEED**

STATE OF NEW MEXICO §  
COUNTY OF CHAVES §

KNOW ALL MEN BY THESE PRESENTS:

That, **LEGACY RESERVES OPERATING LP**, a Delaware limited partnership, whose address is 303 W. Wall St., Suite 1800, Midland, Texas 79701 ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to Grantor paid by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, has, subject to the exceptions, reservations and other matters hereinafter set forth, GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto **LIMESTONE LIVESTOCK, LLC**, a New Mexico limited liability company, whose address is P.O. Box 189, Lovington, New Mexico 88260 ("Grantee"), the SURFACE ESTATE ONLY of those certain tracts of land located in Chaves County, New Mexico, described on Exhibit "A" attached hereto and incorporated herein for all purposes, together with all improvements thereon and all rights, privileges and appurtenances pertaining thereto (the "Land").

Grantor specifically SAVES AND EXCEPTS from this conveyance and RESERVES unto itself, and its first successor and assign forever, to the extent permitted by law, all of the following:

- (a) All water and water rights in, on and under or produced and saved from the Land and all water and water rights allocated by the New Mexico Office of the State Engineer attributable to the Land, together with all easements, agreements, leases and permits used or held in connection therewith; all water wells, casing, tubing, tanks, pipelines, pumps, electric lines, facilities and other personal property and equipment used or obtained in connection therewith; and the right of ingress and egress at all times for the purposes of exploring for, drilling, operating, producing, storing, handling, transporting and marketing such reserved water and water rights, except for a limited right of Grantee to use a portion of such water for livestock purposes as set forth in the Agreement.
  - (b) The right to use caliche from the existing pit designated in the Agreement (as defined herein).

Grantor further specifically SAVES AND EXCEPTS from this conveyance and RESERVES unto itself, its respective successors and assigns forever, to the extent permitted by law, all of the following,

- (i) 50% of all bonuses, delay rentals, royalties, payments in lieu of royalty, minimum royalty payments, or other benefits directly or indirectly paid or accruing in anticipation of, or in connection with the generation of electricity from wind power on or from the Land. It is

understood and agreed that Grantee, its successors and assigns, shall have the exclusive right to execute wind power leases or agreements covering the Land, to the extent permitted by law, without any necessity of Grantor's joinder therein; provided, however that all such wind power leases or agreements shall be subordinated to each and every valid oil, gas and/or mineral lease now subsisting which covers all or any portion of the oil, gas and mineral estate under or related to the Land. Grantee, its successors and assigns, shall be entitled to receive all sums paid by third parties for surface damages to the Land in connection with the generation of electricity by wind power, including, but not limited to: payment made to compensate for loss of hunting and grazing rights, sales of caliche, gravel and other building materials, construction damages, turbine installation fees, transmission and access easement fees, meteorological tower fees, substation and/or operations and maintenance building fees, crop or grassland damage payments, penalties assessed by any governmental agency for removal of any of the Land from any governmental program, and indemnity payments of any physical damages to the Land.

- (ii) All oil, gas, coal, lignite, uranium, and other minerals (except sand, gravel and caliche) in, on or under, or produced and saved from the Land or the oil, gas and mineral estate under or related to the Land, together with the right of ingress and egress at all times for the purposes of exploring for, drilling, mining, operating, producing, exploring, handling, transporting, treating and marketing all oil, gas, coal, lignite, uranium and other minerals in, on or under, or produced and saved from the Land or the oil, gas and mineral estate under or related to the Land, or any lands with which any part of the oil, gas and mineral estate under (regardless of the method by which any such minerals are or may be mined or produced), and so much of the surface of the Land as is reasonably necessary or convenient in conducting such operations.

This Special Warranty Surface Deed ("Deed") is made subject to all rights-of-way, easements, covenants, or restrictions covering the Land or portions thereof and all other matters reflected of record in Chaves County, New Mexico, or visible and apparent on the ground. This Deed is made by Grantor and accepted by Grantee subject to the terms and conditions of that certain Letter Agreement dated March 23, 2017, by and between Grantor and Grantee (the "Agreement"), and the provisions of the Agreement are incorporated into this Deed by reference for all purposes. The Agreement contains certain representations, covenants and agreements between the parties, some of which shall survive the delivery of this Deed and be deemed covenants running with the land.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever, and Grantor hereby binds itself and its successors and assigns to warrant and forever defend all and singular the said premises, subject to the reservations and exceptions set forth herein unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor, but not otherwise.

Current property taxes and assessments on the Land for the year 2017 have been prorated to the effective date hereof, and the payment of such property taxes and assessments for the year 2017 and thereafter is assumed by Grantee.

Grantor and Grantee agree to execute and deliver all such other and additional conveyances or other documents and to do all such other and further acts as may be necessary to more fully and effectively grant and convey to Grantee the property conveyed or intended to be conveyed herein or to give effect to the reservations herein.

This Deed may be executed in multiple or separate counterparts by the parties hereto, all of which shall constitute but one and the same instrument. Separate executed counterparts of this Deed may be assembled into one instrument for recording purposes.

IN WITNESS WHEREOF, this Deed is executed by the parties on the dates set forth in their respective acknowledgments below, to be effective as of March 31, 2017.

**GRANTOR:**

**LEGACY RESERVES OPERATING LP**

By: Legacy Reserves Operating GP LLC,  
its general partner

By: Kyle A. McGraw   
Name: Kyle A. McGraw  
Title: Executive Vice President and  
Chief Development Officer

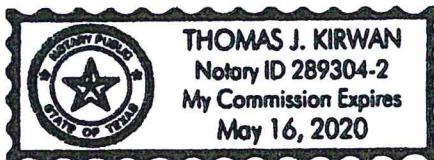
**GRANTEE:**

**LIMESTONE LIVESTOCK, LLC**

By: BILL ANGELL  
Name: BILL ANGELL (John William Angell)  
Title: Manager

STATE OF TEXAS  
COUNTY OF MIDLAND

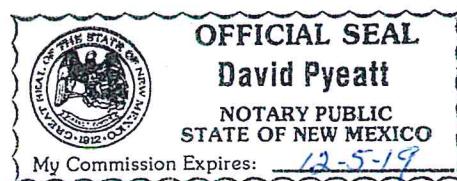
This instrument was acknowledged before me on the 13<sup>th</sup> day of April, 2017, by Kyle A. McGraw, Executive Vice President and Chief Development Officer of Legacy Reserves Operating GP LLC, a Delaware limited liability company, general partner of Legacy Reserves Operating LP, a Delaware limited partnership, on behalf of said limited liability company and said limited partnership.



before me on the 13<sup>th</sup> day of April, 2017,  
resident and Chief Development Officer of Legacy  
limited liability company, general partner of Legacy  
ted partnership, on behalf of said limited liability

STATE OF NM §  
COUNTY OF Lea §  
§

This instrument was acknowledged before me on the 21 day of April, 2017,  
by BILL Angell, Manager of Limestone Livestock, LLC, a New Mexico limited  
liability company, on behalf of said limited liability company.



**EXHIBIT "A"**

To Special Warranty Surface Deed between  
Legacy Reserves Operating LP, as Grantor, and Limestone Livestock, LLC, as Grantee

**Township 14 South, Range 31 East, N.M.P.M., Chaves County, New Mexico**

- Section 11: All lands lying east of Highway 172, containing 560 acres, more or less;
- Section 12: W/2, containing 320 acres, more or less;
- Section 14: All lands lying east of Highway 172, containing 434 acres, more or less; and
- Section 23: All lands lying east of Highway 172, containing 557 acres, more or less.

## ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OR SALE DATED EFFECTIVE APRIL 1, 2017 BY AND BETWEEN LEGACY RESERVES OPERATING LP, AS ASSIGNOR, AND REMNANT OIL COMPANY LLC, AS ASSIGNEE

## EXHIBIT E

## EXCLUDED LEASE AGREEMENT AND EQUIPMENT

STATE	COUNTY	EQUIPMENT AND LEASE AGREEMENT DESCRIPTION
NM	LEA AND CHAVES	ONE ARIEL COMPRESSOR PACKAGE, WITH HYUNDAI INDUCTION MOTOR, COMPRESSOR FRAME S/N: F52273 AND MAIN DRIVE MOTOR S/N: 20152686RMHFP8001; ONE TOSHIBA 5000HP VFD, S/N: 151101546 AND ONE COOPER 500kVA PAD MOUNTED TRANSFORMER, S/N: 1559002366; AND THE COOLER AXH MODEL 204-22F, TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR ATTACHED THERETO, ALL PARTS, SUPPLIES AND OTHER PERSONAL PROPERTY RELATED TO ANY OF THE FOREGOING, AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES
NM	LEA AND CHAVES	MASTER LEASE AGREEMENT DATED MAY 26, 2016, BY AND BETWEEN U.S. BANK EQUIPMENT FINANCE, A DIVISION OF U.S. BANK NATIONAL ASSOCIATION, AS LESSOR, AND LEGACY RESERVES OPERATING LP, AS LESSEE, AND ALL SCHEDULES AND ORDERS THERETO AND THEREUNDER, INCLUDING WITHOUT LIMITATION THAT CERTAIN SCHEDULE TO MASTER LEASE AGREEMENT DATED AS OF FEBRUARY 17, 2016.

**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 375426

**CONDITIONS**

Operator:  REMNANT OIL OPERATING, LLC P.O. Box 5375 Midland, TX 79704	OGRID:  370922
	Action Number:  375426
	Action Type: [IM-SD] Facility File Support Doc (ENV) (IM-BFF)

**CONDITIONS**

Created By	Condition	Condition Date
amaxwell	Change of operator from Legacy to Remnant.	8/20/2024