

4 pgs
ASG

2023004079

Execution Version

After recording, return to:
Silver Hill Haynesville E&P, LLC
2850 N. Harwood Street, Suite 1600
Dallas, Texas 75201
Attention: Scott Smetko

ASSIGNMENT OF SELLER'S FURTHER ASSURANCES RIGHTS

STATE OF TEXAS

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COUNTY OF SHELBY

This Assignment of Seller's Further Assurances Rights (this "**Assignment**"), is entered into as of October 2, 2023, but made effective for all purposes as of 12:01 A.M. Central Standard Time on April 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 Silver Hill Haynesville E&P, LLC, a Delaware limited liability company ("**Assignee**"), whose address is 2850 N Harwood Street Suite 1600, Dallas, Texas 75201. Assignor and Assignee are each a "**Party**" and collectively, the "**Parties**." Each capitalized term not otherwise defined in this Assignment shall have the meaning ascribed to such term in that certain Purchase and Sale Agreement dated August 2, 2023 by and between Assignor, Shelby Gathering LLC, and Assignee.

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 ASSIGNS, TRANSFERS, GRANTS, AND CONVEYS to Assignee ALL of Assignor's right, title and interest in, and to the contractual rights and common law rights relating to the further assurances obligations of its assignor under the following instruments and agreements to the extent applicable to the Assets and the Second Closing Assets:
 - (a) That certain Assignment and Bill of Sale, dated effective as of July 1, 2015, by Marathon Oil Company, as assignor, in favor of Legacy Reserves Operating, LP, as assignee, recorded in the Official Public Records of Shelby County, Texas, at Instrument No. 2015003031;
 - (b) That certain Term Assignment of Oil, Gas and Mineral Leases as to Limited Subsurface Intervals with Reservation of Overriding Royalty Interest, dated effective March 25, 2022, by Faulconer 1996 Limited Partnership, LLP, as assignor, in favor of Legacy Reserves Operating LP, as assignee, recorded in the Official Public Records of Shelby County, Texas at Instrument No. 2022003584;
 - (c) That certain Assignment and Bill of Sale, dated effective as of May 1, 2022, by Fortune Resources, LLC, as assignor, in favor of Legacy Reserves Operating, LP, as assignee, recorded in the Official Public Records of Shelby County, Texas, at Instrument No. 2022003332;

- (d) That certain Letter Agreement re Assignment of Fortune Resources, LLC interests, dated October 12, 2018, by and between Fortune Resources, LLC and Legacy Reserves Operating, LP; and
- (e) That certain Amended Letter Agreement re Assignment of Fortune Resources, LLC interests, dated November 6, 2018, by and between Fortune Resources, LLC and Legacy Reserves Operating, LP.
2. **Governing Law.** 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 REFERENCE TO THE CONFLICT OF LAWS PRINCIPLES THEREOF (*PROVIDED THAT FOR ANY MATTERS RELATING TO REAL PROPERTY, THE LAWS OF THE STATE IN WHICH SUCH PROPERTY IS LOCATED SHALL GOVERN*). IN ENTERING INTO THIS ASSIGNMENT, THE PARTIES ARE KNOWINGLY AND VOLUNTARILY WAIVING THEIR RIGHTS TO A TRIAL BY JURY.
3. **Further Assurances.** Assignor and Assignee 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 assignment contemplated herein.
4. **Counterparts.** This Assignment may be executed by Assignee 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 and may be used in lieu of the original Assignment for all purposes.
5. **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 Assignee. 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.
6. **Filing.** Assignee is responsible for, and Assignor hereby consents to, the recording, filing or other provision of this Assignment at Assignee's cost and expense in the public records of the applicable county(ies) and as otherwise necessary to provide notice of the assignment contemplated herein from Assignor to Assignee. Assignee shall deliver to Assignor a copy of this Assignment, as recorded, promptly following Assignee's 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

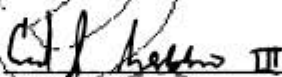
By: 
Name: Michael Rumon
Title: SVP - Senior Technical Officer

STATE OF COLORADO

COUNTY OF DENVER

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This instrument was acknowledged before me this 4th day of October, 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: 11-16-2025
Commission No: 20174047486

[Assignor's Signature Page to Assignment of Further Assurances Rights]

ASSIGNEE:

Silver Hill Haynesville E&P, LLC, a
Delaware limited liability company

By: *Patrick H. Halpin*
Name: Patrick H. Halpin
Title: Senior Vice President – Finance

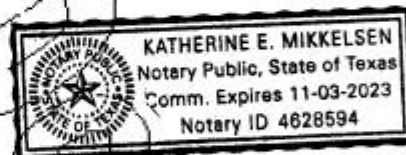
STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me this 29 day of September, 2023, by Patrick H. Halpin, the Senior Vice President – Finance of Silver Hill Haynesville E&P, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Katherine E. Mikkelsen
Notary Public

My Commission Expires: 11-03-2023
Commission No.: 4628594



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**



Jennifer L. Fountain, County Clerk
Shelby County, Texas

October 18, 2023 01:47:43 PM

EPARKER

FEE: \$38.00

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[Assignee's Signature Page to Assignment of Further Assurances Rights]