

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

STATE OF TEXAS §
 §
COUNTIES OF GRIMES, §
MADISON, AND WALKER §

This ASSIGNMENT, CONVEYANCE AND BILL OF SALE (this “*Assignment*”) is made by Buffalo Natural Resources, LLC a Texas limited liability company (“*Assignor*”), whose address is 3708 Brockhampton Dr., Bryan, TX 77802-5831 to Screaming Eagle BNR JV LLC a Delaware limited liability company, (“*Assignee*”), who address is 25211 Grogans Mill Road, Suite 350, The Woodlands, TX 77380.

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, SET OVER, CONVEY and DELIVER unto Assignee, effective as of the Effective Time. subject to the reservations and other matters set forth herein, all of Assignor’s right, title and interest in and to the following described property, rights and interests, including (as well as) that certain Letter Agreement Dated October 13, 2021 from ETX Energy, LLC, a Delaware limited liability company (“ETX”) to BNR, as amended by Amendment No. 1 to Letter Agreement by and between ETX and BNR dated November 10, 2021, and Amendment No. 2 to Letter Agreement by and between ETX and BNR dated January 24, 2022 (the “PSA”) and the Assets (as such term is defined in the PSA) that Assignor received pursuant to the transactions contemplated by the PSA, other than the Excluded Assets (as defined below) (such property, rights and interests being conveyed hereunder collectively hereinafter referred to as the “*Assets*”), which Assets are the same, no more no less, as set forth in the Assignment, Conveyance and Bill of sale from ETX Energy, LLC to Assignor.

Without limiting the foregoing, but excluding in all cases the Excluded Assets, it is the intention of Assignor to assign to Assignee all of Assignor’s interests of every kind and character in the interests it acquired under the transactions contemplated by the PSA as the Assets and the Assignment, Conveyance and Bill of Sale from EXT Energy, LLC to Assignor.

NOTWITHSTANDING THE FOREGOING, there is hereby excepted, reserved and excluded from this Assignment and, where appropriate, the “*Assets*” shall not include, any of Assignor’s right, title or interest in or to any assets, properties, rights and interests of Assignor (the “*Excluded Assets*”):

- (i) interests in any property or asset which Assignor did not acquire pursuant to the PSA or the Assignment, Conveyance and Bill of sale from EXT Energy, LLC to Assignor, other than any incremental interests in the items expressly therein stated above to comprise the Assets after the consummation of the transactions contemplated by the PSA including any interests acquired through non-consent elections of working interest owners in the Leases, Wells, Other Wells or Units or through other rights of Assignor under the Applicable Contracts.

- (ii) all permits, licenses, contracts, agreements, data, files and records that are not assignable in connection with the transactions contemplated by this Assignment;
- (iii) all general corporate, tax and legal records of Assignor;
- (iv) all computer or communications software or intellectual property (including tapes, data and program documentation and all tangible manifestations and technical information relating thereto) owned, licensed or used by Assignor;
- (v) any logo, service mark, copyright, trade name or trademark of or associated with Assignor or any Affiliate of Assignor or any business of Assignor or of any Affiliate of Assignor;
- (vi) all other proceeds, income, royalties or revenues (and any security or other deposits made) attributable to any other Excluded Assets;
- (vii) all documents and instruments of Assignor that may be protected by an attorney-client privilege; and
- (viii) all intellectual property, well logs interpretations, trade secrets and the like owned personally by John B Westmoreland

TO HAVE AND TO HOLD all of the Assets, together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto Assignee and its successors, legal representatives and assigns forever.

This Assignment shall be subject to the following covenants, terms, conditions, exceptions, obligations, indemnities and reservations:

1. Effective Time; Special Warranty. This Assignment shall be Effective as of 12:01 a.m., Central Time on January 1, 2022 (The "Effective Time") This Assignment is made, executed, and delivered without covenant or warranty of title, either express, implied or statutory, except that Assignor specially warrants from and after the date hereof until 5:00 p.m. Central Time on the fourth (4th) anniversary of the date hereof, Defensible Title to the Assets unto Assignee against every person whomsoever lawfully claiming the same or any part thereof by, through or under Assignor and any of its Affiliates, but not otherwise (the "**Special Warranty**").

2. Plugging and Abandonment; Restoration. Assignee shall assume and be responsible for all plugging, replugging, abandonment, removal, disposal and restoration obligations associated with the Assets and such obligations being assumed shall include, but not be limited to, all necessary and proper plugging and abandonment of all Wells, the removal and disposal of all facilities, structures and other equipment located on or appurtenant to the Wells, the necessary and proper capping, burying and/or removal of all associated flowlines and other pipelines, the restoration of the surface of the lands covered by the Leases, or lands pooled or unitized therewith, and any necessary disposal of naturally occurring radioactive material ("**NORM**") or asbestos.

3. Assumption. Assignee hereby assumes and agrees to timely and fully pay, assume, perform and otherwise discharge all liabilities, claims, costs, duties and obligations in connection with, arising under or out of or attributable to the Assets, whenever arising, accruing or occurring, including, but not limited to, any and all liabilities, claims, costs, duties and obligations (i) to properly plug, abandon, remove or dispose of all wells, pipelines, structures, equipment and other facilities now or thereafter located on or appurtenant to the Assets (regardless of when any such obligation to abandon has accrued), (ii) to restore the surface of the Assets in accordance with and to the extent required under the applicable Leases, Applicable Contracts or other agreements and governmental (including environmental) laws, orders and regulations, and (iii) arising under applicable environmental laws, orders or regulations or relating to environmental conditions with respect to the Assets (collectively, the “**Assumed Liabilities**”). For the avoidance of doubt, the Assumed Liabilities expressly include Assignor’s obligations under that certain Purchase and Sale Agreement dated as of February 11, 2020, by and among ETX, as Buyer and Sequitur East Texas, LLC and SEM Operating Company LLC, as Seller, as amended by the First Amendment to Purchase and Sale Agreement, dated as of March 26, 2020 and the Second Amendment to Purchase and Sale Agreement, dated as of April 14, 2021 (as so amended, the “**Sequitur PSA**”) which obligations were assigned to Assignor pursuant that certain Assignment, Conveyance and Bill of Sale dated as of January 1, 2022 by and between Assignor and ETX, to pay any Earnout Payments (as defined and calculated in the Sequitur PSA) insofar as such obligations relate to any of the Wells; provided, that if Assignee sells, assigns, transfers or conveys any of the Assets (as defined in the PSA) subject to the Sequitur PSA prior to October 31, 2023, Assignee shall cause any acquiror of such Assets to expressly assume this obligation with respect to the Sequitur PSA.

4. Indemnification. Assignee, from and after the date hereof, shall assume, be responsible for, shall pay on a current basis, and shall indemnify, save, hold harmless, discharge and release Assignor and Assignor’s affiliates and each its and their respective members, partners, stockholders, directors, officers, employees, agents and representatives, successors and assigns (collectively, “**Assignor Indemnitees**”) from and against any and all damages, losses, deficiencies, costs, expenses, interest, taxes, awards, judgments, obligations, fines, expenditures, claims, causes of action and liabilities (including environmental), including reasonable counsel fees incurred in defending and prosecuting or settling any claim (collectively, the “**Damages**”), suffered by any of the Assignor Indemnitees as a result of, caused by, arising out of, attributable to or in any way relating to (a) the Assets, (b) the Assumed Liabilities, and (c) the breach of any representation, warranty, covenant or agreement of Assignee set forth in this Assignment.

5. Express Negligence. ASSIGNEE’S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL APPLY WHETHER OR NOT THE DAMAGES IN QUESTION AROSE FROM THE GROSS, SOLE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE OF ANY PERSON OR ENTITY INCLUDED IN THE ASSIGNOR INDEMNITEES AND REGARDLESS OF WHO MAY BE AT FAULT OR OTHERWISE RESPONSIBLE UNDER ANY OTHER CONTRACT, STATUTE, RULE OR THEORY OF LAW INCLUDING, WITHOUT LIMITATION, THEORIES OF STRICT LIABILITY. ASSIGNEE AND ASSIGNOR ACKNOWLEDGE THAT THIS STATEMENT COMPLIES WITH ANY APPLICABLE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS.

6. Disclaimer; No Warranties. EXCEPT AS SET FORTH IN THIS ASSIGNMENT AND ANY OTHER DOCUMENT EXECUTED PURSUANT THERETO, ASSIGNOR EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE ASSETS AND, THIS ASSIGNMENT AND ANY OTHER DOCUMENT EXECUTED OF EVEN DATE HEREWITH THE ASSETS SHALL BE CONVEYED PURSUANT HERETO WITHOUT ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE RELATING TO TITLE (EXCEPT AS SET FORTH IN THE SPECIAL WARRANTY ABOVE), CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO THE MODELS OR SAMPLES OF MATERIALS, MERCHANTABILITY OF ANY EQUIPMENT OR FACILITIES OR ITS FITNESS FOR ANY PURPOSE, THE ABILITY OR POTENTIAL OF THE ASSETS TO PRODUCE HYDROCARBONS, OR THE ENVIRONMENTAL CONDITION OF THE ASSETS (BOTH SURFACE AND SUBSURFACE), AND WITHOUT ANY OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER. ASSIGNEE HAS SATISFIED ITSELF AS TO THE PHYSICAL AND ENVIRONMENTAL CONDITION THE ASSETS TO ALLOW IT TO ENTER THIS ASSIGNMENT, BOTH SURFACE AND SUBSURFACE, INCLUDING, BUT NOT LIMITED TO, CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE, RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES, SOLID WASTES, ASBESTOS OR OTHER MANMADE FIBERS OR NORM IN, ON, OR UNDER THE ASSETS. ASSIGNOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES OR LAW TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE. ASSIGNEE IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE ASSETS THIS ASSIGNMENT AND ANY OTHER DOCUMENT EXECUTED OF EVEN DATE HEREWITH, AND, SUBJECT TO SUCH RIGHTS UNDER THE CONTRIBUTION AGREEMENT, THIS ASSIGNMENT AND ANY OTHER DOCUMENT EXECUTED PURSUANT THERETO, ASSIGNEE SHALL ACCEPT ALL OF THE SAME IN THEIR PRESENT STATUS AND CONDITION, "AS IS, WHERE IS" AND "WITH ALL FAULTS" OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE). Assignor and Assignee agree that the disclaimers of warranty set forth herein are "conspicuous" disclaimers for purposes of any applicable law, rule or order.

7. Assignee's Representations. Assignee does hereby represent and warrant to Assignor that, as of the date hereof, the following statements are accurate:

(a) Formation. Assignee is a limited liability company duly organized and validly existing, in good standing, under the laws of the State of Delaware. Assignee has the power and authority to enter into and to carry out the terms of this Assignment. Assignee has full legal power, right and authority to carry on its business as such is now being conducted and as contemplated to be conducted.

(b) Authorization. The execution and delivery of this Assignment and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on behalf of Assignee and Assignee is not subject to any charter, by-law, lien, encumbrance, agreement, instrument, order, or decree of any court or governmental body (other

than any governmental approval required) which would prevent consummation of the transactions contemplated by this Assignment. This Assignment has been duly executed and delivered by Assignor and constitutes a valid and legally binding obligation of Assignee, enforceable against Assignee in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other applicable laws affecting or relating to the enforcement of creditors' rights generally and the application of general principles of equity.

(c) No Conflicts. The execution and delivery by Assignee of this Assignment does not (i) violate or conflict with, or require the consent of any person or entity under, any provision of any governing document of Assignee, (ii) conflict with, result in a breach of, or constitute a default (or an event that with the lapse of time or notice, or both would constitute a default) under any agreement or instrument to which Assignee is a party, except to the extent a consent or waiver under any such agreement has been obtained, (iii) conflict with any provision of any law applicable to Assignee, or (iv) violate any provision of any judgment, decree, judicial or administrative order, award, writ, injunction, statute, rule or regulation applicable to Assignee.

(d) No Brokers. Assignee is not a party to, or in any way obligated under, nor does Assignee have any knowledge of, any contract or outstanding claim for the payment of any broker's or finder's fee in connection with the origin, negotiation, execution, or performance of this Agreement for which Assignor will have any liability.

(e) Litigation and Claims. To the best of Assignee's knowledge, there are no material claims, actions, suits, proceedings or governmental investigations or inquiries, pending or threatened in writing, by or against Assignee which might delay, prevent, materially hinder or invalidate the consummation of the transactions contemplated hereby.

(f) Independent Evaluation; Opportunity to Verify Information: Accredited Investor. Assignee is sophisticated in the evaluation, purchase, ownership and operation of oil and gas properties and related facilities. In making its decision to enter into this Assignment and to consummate the transactions contemplated herein, Assignee (i) has relied solely on its own independent investigation and evaluation of the Assets and the advice of its own legal, tax, economic, environmental, engineering, geological and geophysical advisors and the express provisions of this Assignment and not on any comments, statements, projections or other materials made or given by any representatives, consultants or advisors engaged by Assignor, and (ii) has satisfied itself through its own due diligence as to the environmental and physical condition of, contractual arrangements regarding and all other matters affecting the Assets. Assignee is an "accredited investor" as such term is defined in Regulation D of the Securities Act of 1933, as amended, and is acquiring the Assets for its own account and not with a view to a sale or distribution thereof in violation of the Securities Act of 1933, as amended, and the rules and regulations thereunder, any applicable state blue sky laws or any other applicable securities laws.

8. Governing Law. This Assignment shall be governed, construed and enforced in accordance with the laws of the State of Texas, without regard to principles of conflicts of laws otherwise applicable to such determinations.

9. Subrogation. This Assignment is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others (other than any affiliate of Assignor) heretofore given or made in respect of the Assets or any part thereof.

10. Filings. Assignee shall promptly, at its sole cost and expense, make all required filings, obtain all required consents, approvals, authorizations and permits, and prepare and submit all applications as may be required to transfer title to and, if applicable, operations of the Assets to Assignee, to comply with applicable law, and to consummate the transactions contemplated herein. As soon as practicable after recording or filing, Assignee shall furnish Assignor with copies of all such recorded filings. Assignee shall indemnify, defend, save and hold harmless the Assignor Indemnitees from and against any and all Damages arising out of Assignee's holding of title to the Assets after the closing of the transactions contemplated herein and before the securing of any necessary permits, bonds, other surety arrangements, consents, approvals, and authorizations with respect to such transfer.

11. Captions. The captions and article and section numbers in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment. References in this Assignment to articles, sections, and exhibits are to articles, sections, and exhibits of this Assignment unless otherwise specified.

12. Successors and Assigns. This Assignment shall bind and inure to the benefit of the respective heirs, successors and assigns of the parties hereto. The terms, covenants, agreements and conditions contained herein are covenants running with the land.

13. Survival. All representations, warranties, covenants and agreements contained herein shall survive the execution and delivery of this Assignment.

14. Sales Taxes. Assignee agrees to be solely responsible, and shall indemnify and hold Assignor Indemnitees harmless, for any and all sales, transfer and other similar taxes (including related penalty, interest or legal costs) due by virtue of the transaction contemplated by this Assignment.

15. UTPCPL Waiver. TO THE EXTENT APPLICABLE TO THE ASSETS OR ANY PORTION THEREOF, ASSIGNEE HEREBY WANES THE PROVISIONS OF THE DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT OR SIMILAR ACT FOR EACH STATE IN WHICH THE ASSETS ARE LOCATED, INCLUDING, IF APPLICABLE, THE TEXAS DECEPTIVE TRADE PRACTICES AND CONSUMER PROTECTION ACT. ASSIGNEE FURTHER REPRESENTS AND WARRANTS THAT IT: (A) IS EXPERIENCED AND KNOWLEDGEABLE WITH RESPECT TO THE OIL AND GAS INDUSTRY GENERALLY AND WITH TRANSACTIONS OF THIS TYPE SPECIFICALLY, (B) POSSESSES AMPLE KNOWLEDGE, EXPERIENCE AND EXPERTISE TO EVALUATE INDEPENDENTLY THE MERITS AND RISKS OF THE TRANSACTIONS HEREIN CONTEMPLATED, AND (C) IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION.

16. Further Assurances. Assignor and Assignee will execute and deliver to each other all other additional instruments, notices, assumptions, and other documents, and will do and take

all such other acts and things necessary or appropriate (a) to more fully protect the rights of Assignee and Assignor and their successors and assigns under this Assignment, (b) to more fully sell, convey, transfer, assign, and deliver to Assignee and its successors and assigns, all of the rights, titles, and interests herein and hereby sold, conveyed, transferred, assigned and delivered or (c) for the purpose of giving effect to, evidencing, or giving notice of the transactions evidenced by this Assignment.

17. Recordation. This Assignment is intended to be recorded and filed of record

18. Counterparts. This Assignment 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Assignment is executed effective as of the EFFECTIVE TIME

ASSIGNOR:

BUFFALO NATURAL RESOURCES, LLC

By: *John B. Westmoreland*
Name: John B. Westmoreland
Title: Manager



ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 5th day of AUGUST, 2022, by JOHN B. WESTMORELAND, as MANAGER of Buffalo Natural Resources, LLC, on behalf of said limited liability company. Witness my hand and official seal.

Patrick Joseph Donovan
Notary Public

My commission expires: 08/14/2025

(NOTORIAL SEAL)

ASSIGNEE:

SCREAMING EAGLE BNR JV LLC

By: *J.B. Westmoreland*
Name: JOHN B. WESTMORELAND
Title: MANAGER

ACKNOWLEDGMENT

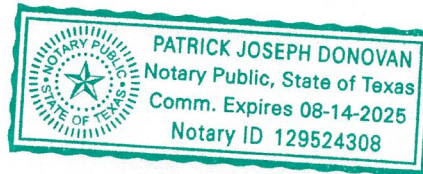
STATE OF TEXAS)
) ss.
COUNTY OF MONTGOMERY)

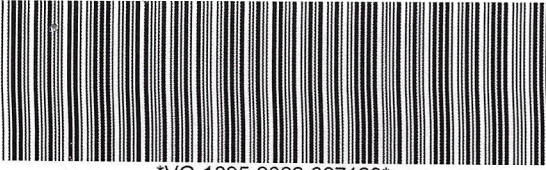
The foregoing instrument was acknowledged before me this 5th day of AUGUST, 2022, by JOHN B. WESTMORELAND, as MANAGER of Screaming Eagle BNR JV LLC, on behalf of said limited liability company. Witness my hand and official seal.

Patrick Joseph Donovan
Notary Public

My commission expires: 08/14/2025

(NOTORIAL SEAL)





VG-1695-2022-327123

**Grimes County
Vanessa Burzynski
Grimes County Clerk**

Instrument Number: 327123

Real Property Recordings

Recorded On: August 08, 2022 10:18 AM

Number of Pages: 11

" Examined and Charged as Follows: "

Total Recording: \$62.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 327123
Receipt Number: 20220808000006
Recorded Date/Time: August 08, 2022 10:18 AM
User: Mary H
Station: Clerk03

Record and Return To:

JOHN WESTMORELAND
3708 BROCKHAMPTON DR
BRYAN TX 77802

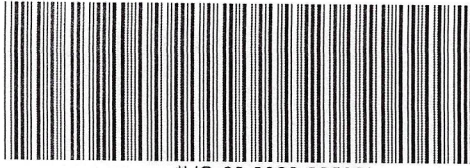


**STATE OF TEXAS
Grimes County**

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Grimes County, Texas

Vanessa Burzynski
Grimes County Clerk
Grimes County, TX

Vanessa Burzynski



VG-62-2022-82599

Walker County
Kari A. French
Walker County Clerk

Instrument Number: 82599

Real Property

ASSIGNMENT

Recorded On: August 08, 2022 11:07 AM

Number of Pages: 12

" Examined and Charged as Follows: "

Total Recording: \$66.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Instrument Number: 82599
Receipt Number: 20220808000016
Recorded Date/Time: August 08, 2022 11:07 AM
User: Amber L
Station: VITALS01

Record and Return To:

JOHN WESTMORELAND



STATE OF TEXAS
COUNTY OF WALKER

I hereby certify that this Instrument was FILED In the Instrument Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Walker County, Texas.

Kari A. French
Walker County Clerk
Walker County, TX