REVENIR ENERGY INC.
1400 16th Street, Suite 510
Denver, Colorado 80202
(a Delaware corporation)

September 19, 2024

Notice to Certain Stockholders Under Section 228(e) of the Delaware General Corporation Law Regarding Action by Stockholders by Less Than Unanimous Written Consent

Notice is hereby given that effective August 22, 2024, following the approval of the Board of Directors of the dissolution of the Company and the Plan of Dissolution, the stockholders (the "**Stockholders**") holding the requisite percentage of outstanding stock of Revenir Energy Inc., a Delaware corporation (the "**Company**"), authorized and approved by written consent, without a meeting, the actions set forth below and in the Written Consent of the GSO Majority Stockholders of Revenir Energy Inc. attached hereto as **Exhibit A**, in accordance with Section 228 of the Delaware General Corporation Law (the "**DGCL**") and Section 275 of the DGCL.

This notice is being provided on behalf of the Company pursuant to Section 228(e) of the DGCL, to each stockholder from whom the Company has not received written consent for such action and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that written consents signed by a sufficient number of stockholders to take such action were delivered to the Company as provided in Section 228(c) of the DGCL. If you have any questions about the foregoing actions, please contact the Company at IR@revenirenergy.com. This communication is confidential and may not be shared or distributed without the express written permission of the Company.

Very truly yours,

REVENIR ENERGY INC.

By: _____
Erin Murphy
President

Exhibit A

Written Consent of the GSO Majority Stockholders of Revenir Energy Inc.

[See attached.]

WRITTEN CONSENT
OF THE GSO MAJORITY STOCKHOLDERS OF
REVENIR ENERGY INC

August 22, 2024

The undersigned, representing the GSO Stockholders (as defined in that certain Stockholders Agreement of Legacy Reserves Inc., dated as of December 11, 2019 (the "**Stockholders Agreement**")) holding a majority of the issued and outstanding common stock of Revenir Energy Inc., a Delaware corporation (the "**Company**"), held by the GSO Stockholders (the "**GSO Majority**"), hereby adopt and approve the following resolutions by written consent effective as of the date first written above. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Stockholders Agreement.

Plan of Dissolution

WHEREAS, on May 15, 2024, the Company sold all of its oil and gas assets located in Andrews, Borden, Dawson, Glasscock, Howard, Martin, Midland, Reagan and Upton Counties, Texas (the "**Midland Assets**") pursuant to that certain Purchase and Sale Agreement dated March 5, 2024, by and between Legacy Reserves Operating LP, as sellers and indirect wholly owned subsidiary of the Company, and Hibernia Energy IV, LLC, as buyer (the "**Midland Divestiture**");

WHEREAS, on May 24, 2024, the Board of Directors of the Company (the "**Board**") adopted and approved the Plan of Complete Liquidation of the Company (the "**Plan of Liquidation**"), contingent upon the GSO Majority's approval of and consent to the Company's adoption of the Plan of Liquidation;

WHEREAS, on May 31, 2024 the GSO Majority approved of and consented to the Company's adoption of the Plan of Liquidation;

WHEREAS, on June 13, 2024, the Board of Directors of the Company (the "**Board**") adopted and approved the Plan of Dissolution of the Company attached hereto as Schedule I (the "**Plan of Dissolution**"), contingent upon the GSO Majority's approval of and consent to the Company's adoption of the Plan of Dissolution;

WHEREAS, the Board has recommended that the GSO Majority approve the foregoing actions with respect to the Plan of Dissolution;

WHEREAS, the GSO Majority has discussed and contemplated the foregoing actions and has determined such actions to be in the best interests of the Company, its subsidiaries and their respective shareholders and members; and

NOW, THEREFORE, BE IT RESOLVED, the GSO Majority hereby approves and authorizes the Plan of Dissolution as described above and attached hereto.

IN WITNESS WHEREOF, the GSO Majority has duly executed this Written Consent effective as of the date first above written.

GSO ENERGY SELECT OPPORTUNITIES FUND AIV-3LP

By: GSO Energy Select Opportunities Associates, LLC its general partner

By: _____
Name: Marisa J. Beeney
Title: Authorized Signatory

GSO ENERGY PARTNERS-A LP

By: GSO Energy Partners-A Associates LLC, its general partner

By: _____
Name: Marisa J. Beeney
Title: Authorized Signatory

GSO ENERGY PARTNERS-B LP

By: GSO Energy Partners-B Associates LLC, its general partner

By: _____
Name: Marisa J. Beeney
Title: Authorized Signatory

GSO ENERGY PARTNERS-C LP

By: GSO Energy Partners-C Associates LLC, its general partner

By: _____
Name: Marisa J. Beeney
Title: Authorized Signatory

GSO ENERGY PARTNERS-C II LP

By: GSO Energy Partners-C Associates LLC, its general partner

By: _____
Name: Marisa J. Beeney
Title: Authorized Signatory

GSO ENERGY PARTNERS-D LP

By: GSO Energy Partners-D Associates, LLC, its general partner

By: _____
Name: Marisa J. Beeney
Title: Authorized Signatory

GSO PALMETTO OPPORTUNISTIC INVESTMENT PARTNERS LP

By: GSO Palmetto Opportunistic Associates LLC, its general partner

By: _____
Name: Marisa Beeney
Title: Authorized Signatory

GSO CSF III AIV-3 LP

By: GSO Capital Solutions Associates III LP, its general partner

By: _____
Name: Marisa Beeney
Title: Authorized Signatory

GSO ADGM I LGCY LP

By: GSO Aiguille des Grand Montets Associates LLC, its general partner

By: _____
Name: Marisa Beeney
Title: Authorized Signatory

Schedule I to GSO Stockholder Consent
(Plan of Dissolution)

PLAN OF DISSOLUTION

OF

REVENIR ENERGY INC.

The following Plan of Dissolution (the "**Plan of Dissolution**"), and the actions described herein are intended to effect the dissolution of Revenir Energy Inc., a Delaware corporation (the "**Company**"), in accordance with Section 275 and other applicable provisions of the Delaware General Corporation Law (the "**DGCL**").

1. *Adoption of Plan.* On May 24th, 2024, the Board of Directors of the Company (the "**Board of Directors**") adopted a Plan of Complete Liquidation of the Company (the "**Plan of Liquidation**"). Subsequently, and in conjunction with such Plan of Liquidation, the Board of Directors has adopted resolutions deeming it advisable and in the best interest of the stockholders of the Company to dissolve the Company, adopt this Plan of Dissolution, and seek approval of the holders of the Company's common stock, $0.01 par value per share (the "**Common Stock**") of the dissolution of the Company (including the sale of all or substantially all of the Company's assets) pursuant to this Plan of Dissolution. If stockholders holding a majority of the outstanding shares of Common Stock on the record date fixed by the Board of Directors vote or act by written consent in favor of the proposed dissolution of the Company (including the sale of all or substantially all of the Company's assets) and the adoption of the Plan of Dissolution, the Plan of Dissolution shall constitute the adopted Plan of Dissolution of the Company as of the date of such approval.

2. *Cessation of Business Activities.* In accordance with Section 278 of the DGCL, the Company shall not engage in any business activities except for the purpose of preserving the value of its assets, winding up and liquidating its business and affairs, including, but not limited to, prosecuting and defending suits, whether civil, criminal or administrative, by or against the Company, collecting its assets, investing in debt and equity securities, money markets and similar financial assets as appropriate and within the limitations of available exemptions under the Investment Company Act, converting its assets into cash or cash equivalents, discharging or making provision for discharging its liabilities, withdrawing from all jurisdictions in which it is qualified to do business, distributing its remaining property among its stockholders according to their interests, and doing every other act necessary to wind up and liquidate its business and affairs, but not for the purpose of continuing the business for which the Company was organized.

3. *Certificate of Dissolution.* Following the receipt of stockholder approval of the dissolution of the Company and subject to Section 10 hereof, the officers of the Company shall, at such time as the Board of Directors, in its absolute discretion, deems necessary, appropriate or desirable, obtain any certificates required from the Delaware tax authorities or any other governmental authority and, upon obtaining such certificates and paying such taxes as may be owing, the Company shall file with the Secretary of State of the State of Delaware a certificate of dissolution (the "**Certificate of Dissolution**") in accordance with the DGCL (the effective time of such filing, or such later time as stated therein, the "**Effective Date**").

4. *Liquidation Process.* The liquidation of the Company will be managed in accordance with the Plan of Liquidation, which is incorporated herein and made a part hereof, and is attached as Exhibit A hereto.

5. *Stockholder Approval of Sale of Assets.* Approval of the proposed dissolution and adoption of the Plan of Dissolution by holders of a majority of the outstanding shares of Common Stock shall constitute the approval of the stockholders of the Company of the dissolution of the Company and the sale, exchange or other disposition in liquidation of all or substantially all of the property and assets of the Company pursuant to the terms hereof, whether such sale, exchange or other disposition occurs in one transaction or a series of transactions, and shall constitute ratification of all contracts for sale, exchange or other disposition which are conditioned on adoption of the Plan of Dissolution.

6. *Expenses of Dissolution.* In connection with and for the purposes of implementing and assuring completion of the Plan of Dissolution, the Company may, in the absolute discretion of the Board of Directors, pay any brokerage, agency, professional, legal and other fees and expenses of persons rendering services to the Company in

connection with the collection, sale, exchange or other disposition of the Company's property and assets and the implementation of the Plan of Dissolution. Adoption of the Plan of Dissolution shall constitute approval of such payments by the stockholders of the Company.

7. *Employees and Independent Contractors.* In connection with effecting the dissolution of the Company and for the purpose of implementing and assuring completion of the Plan of Dissolution, the Company may, in the absolute discretion of the Board of Directors, hire or retain such employees, consultants, independent contractors, agents and advisors as the Board of Directors deems necessary or desirable to supervise or facilitate the dissolution and liquidation. The Company may, in the absolute discretion of the Board of Directors, but subject to applicable legal and regulatory requirements, pay the Company's officers, directors, employees, consultants, independent contractors, agents, advisors and representatives, or any of them, compensation or additional compensation above their regular compensation, in money or other property, as severance, bonus, or in any other form, in recognition of the extraordinary efforts they, or any of them, will be required to undertake, or actually undertake, in connection with the implementation of the Plan of Dissolution. Adoption of the Plan of Dissolution shall constitute approval of any such compensation by the stockholders of the Company.

8. *Indemnification*. The Company shall continue to indemnify its officers, directors, employees, agents and Trustee in accordance with its certificate of incorporation, bylaws, and contractual arrangements as therein or elsewhere provided, the Company's existing directors' and officers' liability insurance policy and applicable law, and such indemnification shall apply to acts or omissions of such persons in connection with the implementation of this Plan of Dissolution and the winding up of the affairs of the Company. The Board or the Trustee (as defined in the Plan of Liquidation) is authorized to obtain and maintain insurance as may be necessary or desirable in connection with or in addition to the Company's indemnification obligations.

9. *Amendment, Modification or Abandonment of Plan.* Notwithstanding stockholder approval of the Plan of Dissolution and the transactions contemplated hereby, if for any reason the Board of Directors determines that such action would be in the best interest of the Company, the Board of Directors may, in its sole discretion and without requiring further stockholder approval, revoke the Plan of Dissolution and all action contemplated thereunder, to the extent permitted by the DGCL.

10. *Power of Board of Directors and Officers.* The Board of Directors is hereby authorized, without further action by the Company's stockholders, to do and perform, or cause the officers of the Company, subject to approval of the Board of Directors, to do and perform, any and all acts, and to make, execute, deliver or adopt any and all agreements, resolutions, conveyances, certificates and other documents of every kind that are deemed necessary, appropriate or desirable, in the absolute discretion of the Board of Directors, to implement the Plan of Dissolution and the transactions contemplated hereby, including, without limitation, all filings or acts required by any state or federal law or regulation to wind up its affairs.

EXHIBIT A

PLAN OF COMPLETE LIQUIDATION

OF

REVENIR ENERGY INC.

The following Plan of Complete Liquidation (the "**Plan of Liquidation**"), and the actions described in this Plan of Liquidation are intended to effect the complete liquidation of Revenir Energy Inc., a Delaware corporation (the "**Company**"), in accordance Sections 331 and 336 of the Internal Revenue Code of 1986, as amended (the "**Code**").

1. *Adoption of Plan.* The board of directors of the Company (the "**Board of Directors**") has adopted resolutions deeming it advisable and in the best interest of the stockholders of the Company to liquidate the Company, adopt the Plan of Liquidation, and seek the approval of the holders of the Company's common stock, $0.01 par value per share (the "**Common Stock**"), of the liquidation of the Company (including the sale of all or substantially all of the Company's assets). If stockholders holding a majority of the outstanding shares of Common Stock vote or act by written consent in favor of the proposed liquidation of the Company (including the sale of all or substantially all of the Company's assets) and the adoption of the Plan of Liquidation, the Plan of Liquidation shall constitute the adopted Plan of Liquidation of the Company as of the date of such approval (the "**Adoption Date**").

2. *Cessation of Business Activities.* After the Adoption Date, the Company shall not engage in any business activities except for the purpose of preserving the value of its assets, winding up and liquidating its business and affairs, including, but not limited to, prosecuting and defending suits, whether civil, criminal or administrative, by or against the Company, collecting its assets, investing in debt and equity securities, money markets and similar financial assets as appropriate and within the limitations of available exemptions under the Investment Company Act, converting its assets into cash or cash equivalents, discharging or making provision for discharging its liabilities, withdrawing from all jurisdictions in which it is qualified to do business, distributing its remaining property among its stockholders according to their interests, and doing every other act necessary to wind up and liquidate its business and affairs, but not for the purpose of continuing the business for which the Company was organized.

3. *Liquidation Process.* From and after the Adoption Date and subject to the provisions hereof, the Company shall complete the following corporate actions:

a. *Sale of All or Substantially All of the Non-Cash Assets.* The Company shall determine whether and when to collect, sell, exchange or otherwise dispose of all or substantially all of its non-cash property and assets, including but not limited to all tangible assets, intellectual property and other intangible assets, in one or more transactions upon such terms and conditions as the Board of Directors, in its absolute discretion, deems expedient and in the best interests of the Company and its stockholders, without any further vote or action by the Company's stockholders. It is understood that, to the extent that the Company has already commenced the sale and disposition of its assets, such sales and dispositions are hereby ratified and approved. The Company's non-cash assets and properties may be sold in one transaction or in several transactions to one or more buyers. The Company shall not be required to obtain appraisals, fairness opinions or other third-party opinions as to the value of its properties and assets in connection with the liquidation. In connection with such collection, sale, exchange and other disposition, the Company shall collect or make provision for the collection of all accounts receivable, debts and claims owing to the Company.

b. *Liquidation of Assets.* The Company shall determine whether and when to transfer the Company's property and assets to a liquidating trust (established pursuant to Section 5 hereof).

c. *Payment Obligations.* The Company shall, as determined by the Board of Directors, (i) pay or make reasonable provision to pay all claims and obligations, including all contingent, conditional or unmatured contractual claims known to the Company, (ii) make such provisions as will be reasonably likely to be sufficient to provide compensation for any claim against the Company which is the subject of a pending action, suit or proceeding to which the Company is a party and (iii) make

such provision as will be reasonably likely to be sufficient to provide compensation for claims that have not been made known to the Company or that have not arisen but that, based on facts known to the Company or successor entity, are likely to arise or to become known to the Company or successor entity within ten (10) years after the date of dissolution of the Company, if any. All such claims shall be paid in full and any such provision for payment made shall be made in full if there are sufficient assets. If there are insufficient assets of the Company, such claims and obligations of the Company shall be paid or provided for in accordance with their priority and, among claims of equal priority, ratably to the extent of assets of the Company legally available therefor. If and to the extent deemed necessary, appropriate or desirable by the Board of Directors or the Trustees (as defined in Section 5 below), in their absolute discretion, the Company may establish and set aside a reasonable amount of cash and/or property (the "**Contingency Reserve**") to satisfy such claims and obligations against the Company, including, without limitation, tax obligations, and all expenses related to the sale of the Company's property and assets, all expenses related to the collection and defense of the Company's property and assets, and the liquidation and dissolution provided for in this Plan of Liquidation.

d. *Distributions to Stockholders.* The Board may approve an initial distribution to stockholders to be made promptly following the adoption of this Plan of Liquidation. Further, any assets of the Company remaining after the payment of claims or the provision for payment of claims and obligations of the Company as provided in subsection © above shall be distributed by the Company pro rata to its stockholders. Such distribution may occur all at once or in a series of distributions and shall be in cash or assets, in such amounts, and at such time or times, as the Board of Directors or the Trustees, in their absolute discretion, may determine.

e. Notwithstanding the foregoing provisions of this Section 3 and without limiting the flexibility of the Board of Directors, the Board of Directors may, at its option, elect, but shall not be required, to follow the procedures for dissolving and liquidating the Company under the Delaware General Corporation Law.

4. *Cancellation of Common Stock.* The distributions to stockholders pursuant to Sections 3, 5 and 7 hereof (the "**Liquidating Distribution**") shall be in complete cancellation of all of the outstanding shares of Common Stock. From and after the Effective Date, and subject to applicable law, each holder of shares of Common Stock shall cease to have any rights in respect thereof, except the right to receive Liquidating Distributions pursuant to the terms hereof. As a condition to receipt of the Liquidating Distribution, the Board of Directors or the Trustees, in their absolute discretion, may require the stockholders to (i) surrender their certificates evidencing the Common Stock to the Company or its agents for recording of such distributions thereon, or (ii) furnish the Company with evidence satisfactory to the Board of Directors or the Trustees of the loss, theft or destruction of their certificates evidencing the Common Stock, together with such surety bond or other security or indemnity as may be required by and satisfactory to the Board of Directors or the Trustees. The Company will close its stock transfer books and discontinue recording transfers of shares of Common Stock on the Effective Date, and thereafter certificates representing shares of Common Stock of the Company will not be assignable or transferable on the books of the Company except by will, intestate succession, or operation of law.

5. *Liquidating Trust.* If deemed necessary, appropriate or desirable by the Board of Directors, in its absolute discretion, in furtherance of the liquidation and distribution of the Company's assets to the stockholders in accordance with the provisions hereof, as a final Liquidating Distribution or from time to time, the Company may transfer to one or more liquidating trustees, for the benefit of its stockholders and/or creditors (the "**Trustees**") under a liquidating trust (the "**Trust**"), any assets of the Company, including cash, intended for distribution to creditors and stockholders not disposed of at the time of dissolution of the Company, including the Contingency Reserve. The Board of Directors is hereby authorized to appoint one or more individuals, corporations, partnerships or other persons or entities, or any combination thereof, including, without limitation, any one or more officers, directors, employees, agents or representatives of the Company, to act as the initial Trustee or Trustees for the benefit of the stockholders and to receive any assets of the Company. Any Trustees appointed as provided in the preceding sentence shall succeed to all right, title and interest of the Company of any kind and character with respect to such transferred assets and, to the extent of the assets so transferred and solely in their capacity as Trustees, shall assume all of the claims and obligations of the Company as provided in Section 3(b) hereof, including, without limitation, any unsatisfied claims and unknown or contingent liabilities. Further, any conveyance of assets to the

Trustees shall be deemed to be a distribution of property and assets by the Company to the stockholders for the purposes of Section 3(d) of this Plan of Liquidation. Any such conveyance to the Trustees shall be treated for U.S federal and state income tax purposes as if the Company made such distribution to the stockholders and the assets conveyed shall be held in trust for the stockholders and creditors of the Company. The Company, subject to this Section 5 and as authorized by the Board of Directors, in its absolute discretion, may enter into a liquidating trust agreement with the Trustees, on such terms and conditions as the Board of Directors, in its absolute discretion, may deem necessary, appropriate or desirable. Adoption of the Plan of Liquidation by holders of a majority of the outstanding shares of Common Stock shall constitute the approval of the stockholders of any such appointment, any such liquidating trust agreement and any transfer of assets by the Company to the Trust as their act and as a part hereof as if herein written.

6. *Abandoned Property.* If any Liquidating Distribution to a stockholder cannot be made, whether because the stockholder cannot be located, has not surrendered its certificates evidencing the Common Stock as required hereunder or for any other reason, then the distribution to which such stockholder is entitled (unless transferred to the Trust established pursuant to Section 5) shall be transferred, at such time as the final Liquidating Distribution is made by the Company, to the extent permitted by law, to the official of such state or other jurisdiction authorized by applicable law to receive the proceeds of such distribution. The proceeds of such distribution shall thereafter be held solely for the benefit of and for ultimate distribution to such stockholder as the sole equitable owner thereof and shall be treated as abandoned property and escheat to the applicable state or other jurisdiction in accordance with applicable law. In no event shall the proceeds of any such distribution revert to or become the property of the Company.

7. *Final Liquidating Distribution.* Whether or not a Trust shall have been previously established pursuant to Section 7 hereof, if it should not be feasible for the Company to make the final Liquidating Distribution to its stockholders of all assets and all properties of the Company (excluding amounts set aside for unknown claims) prior to the third anniversary of the Effective Date, then, on or before such date, the Company shall be required to establish a Trust and transfer any remaining assets and properties (including, without limitation, any uncollected claims, contingent assets and the Contingency Reserve) to the Trustees as set forth in Section 5.

8. *Stockholder Approval of Sale of Assets.* Approval of the proposed liquidation and adoption of the Plan of Liquidation by holders of a majority of the outstanding shares of Common Stock shall constitute the approval of the stockholders of the Company of the sale, exchange or other disposition in liquidation of all or substantially all of the property and assets of the Company pursuant to the terms hereof, whether such sale, exchange or other disposition occurs in one transaction or a series of transactions, and shall constitute ratification of all contracts for sale, exchange or other disposition which are conditioned on adoption of the Plan of Liquidation.

9. *Expenses of Dissolution.* In connection with and for the purposes of implementing and assuring completion of the Plan of Liquidation, the Company may, in the absolute discretion of the Board of Directors, pay any brokerage, agency, professional, legal and other fees and expenses of persons rendering services to the Company in connection with the collection, sale, exchange or other disposition of the Company's property and assets and the implementation of the Plan of Liquidation. Adoption of the Plan of Liquidation shall constitute approval of such payments by the stockholders of the Company.

10. *Indemnification*. The Company shall continue to indemnify its officers, directors, employees, agents and Trustee in accordance with its certificate of incorporation, bylaws, and contractual arrangements as therein or elsewhere provided, the Company's existing directors' and officers' liability insurance policy and applicable law, and such indemnification shall apply to acts or omissions of such persons in connection with the implementation of this Plan of Liquidation and the winding up of the affairs of the Company. The Board or the Trustee is authorized to obtain and maintain insurance as may be necessary or desirable in connection with or in addition to the Company's indemnification obligations.

11. *Amendment, Modification or Abandonment of Plan.* Notwithstanding stockholder approval of the Plan of Liquidation and the transactions contemplated hereby, if for any reason the Board of Directors determines that such action would be in the best interest of the Company, the Board of Directors may, in its sole discretion and without requiring further stockholder approval, revoke the Plan of Liquidation and all action contemplated thereunder, to the extent permitted by the Code.

12. *Tax Matters.* It is intended that this Plan of Dissolution shall be a plan of complete liquidation of the Company in accordance with the terms of Sections 331 and 336 of the Code. The Plan of Liquidation shall be deemed to authorize the taking of such action as, in the opinion of counsel for the Company, may be necessary to conform with the provisions of said Sections 331 and 336 and the regulations promulgated thereunder. The Company's officers shall be authorized to cause the Company to make such elections for tax purposes as are deemed appropriate and in the best interest of the Company. Within thirty (30) days after the Adoption Date, the Company shall file with the Internal Revenue Service an appropriate statement of corporate dissolution on IRS Form 966, as required by Section 6043 of the Code, and such additional forms and reports with the Internal Revenue Service as may be necessary or appropriate in connection with the Plan of Dissolution and the carrying out thereof. The Company shall notify all jurisdictions of any withdrawals related to qualification to do business. The Company shall make arrangements authorizing one or more representatives or agents to maintain such Company records as may be appropriate for purposes of any tax audit of the Company occurring during the process of dissolution or after liquidation.

13. *Power of Board of Directors and Officers.* The Board of Directors is hereby authorized, without further action by the Company's stockholders, to do and perform, or cause the officers of the Company, subject to approval of the Board of Directors, to do and perform, any and all acts, and to make, execute, deliver or adopt any and all agreements, resolutions, conveyances, certificates and other documents of every kind that are deemed necessary, appropriate or desirable, in the absolute discretion of the Board of Directors, to implement the Plan of Liquidation and the transactions contemplated hereby, including, without limitation, all filings or acts required by any state or federal law or regulation to wind up its affairs.