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**CONVEYANCE, ASSIGNMENT AND BILL OF SALE**

STATE OF ALABAMA

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COUNTY OF SHELBY

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This **CONVEYANCE, ASSIGNMENT AND BILL OF SALE** (this “Conveyance”) is executed this 27th day of March, 2023 (the “Execution Date”), and made effective as of 12:04 A.M., Central Time, on the 1st day of March, 2023 (the “Effective Time”) by and among Urban Oil and Gas Partners B, LP, a Delaware limited partnership (“UOGP B”), Urban Oil and Gas Partners B-1, LP, a Delaware limited partnership (“UOGP B-1”), Urban Fund II, LP, a Texas limited partnership (“UF II”), UOG ABS Management I, LLC, a Delaware limited liability company (“Holdco”), UOG ABS Intermediate I, LLC, a Delaware limited liability company (“Intermediate”), UOG ABS Pledgor I, LLC, a Delaware limited liability company (“Pledgor”), Urban Oil and Gas Partners C, LP, a Delaware limited partnership (“UOGP C”), Urban Oil and Gas Partners C-1, LP, a Delaware limited partnership (“UOGP C-1”), Urban Fund III, LP, a Texas limited partnership (“UF III”), and collectively with UOGP B, UOGP B-1, UF II, Holdco, Intermediate, Pledgor, UOGP C and UOGP C-1, “Assignors”), and UOG ABS Issuer I, LLC, a Delaware limited liability company (“Assignee”). Assignors, on the one hand, and Assignee, on the other hand, are sometimes referred to herein each individually as a “Party” and collectively as the “Parties”. Capitalized terms used but not defined herein shall have the meanings set forth in that certain Asset Purchase Agreement dated March 27, 2023, by and between Intermediate and Assignee (as amended, supplemented or otherwise modified from time to time, the “Asset Purchase Agreement”).

**RECITALS**

**WHEREAS**, UOGP B-1 has agreed to contribute 99% of its interests in the Assets (as defined below) to Holdco in exchange for Holdco equity pursuant to that certain Holdco Contribution Agreement – Fund II, dated March 27, 2023, by and among UOGP B, UOGP B-1, UF II and Holdco (the “HCA-II”);

**WHEREAS**, UF II has agreed to contribute all (100%) of its interests in the Assets to Holdco in exchange for Holdco equity pursuant to the HCA-II;

**WHEREAS**, UOGP B has agreed to contribute 29.54% of its interests in the Assets to Holdco in exchange for Holdco equity pursuant to the HCA-II;

**WHEREAS**, UOGP C-1 has agreed to contribute 99% of its interests in the Assets to Holdco in exchange for Holdco equity pursuant to that certain Holdco Contribution Agreement – Fund III, dated March 27, 2023, by and among UOGP C, UOGP C-1, UF III and Holdco (the “HCA-III”);

**WHEREAS**, UF III has agreed to contribute all (100%) of its interests in the Assets to Holdco in exchange for Holdco equity pursuant to the HCA-III;

**WHEREAS**, UOGP C has agreed to contribute 29.57% of its interests in the Assets to Holdco in exchange for Holdco equity pursuant to the HCA-III;

**WHEREAS**, Holdco has agreed to contribute all (100%) of the assets it acquired pursuant to HCA-II to Intermediate in exchange for Intermediate equity pursuant to that certain Intermediate Contribution Agreement – Fund II, dated March 27, 2023, by and among UOGP B, UOGP B-1, Holdco and Intermediate (the “ICA-II”);

**WHEREAS**, UOGP B-1 has agreed to contribute the remaining 1% of its original interests in the Assets to Intermediate in exchange for Intermediate equity pursuant to the ICA-II;



**WHEREAS**, UOGP B has agreed to contribute 0.46% of its original interests in the Assets to Intermediate in exchange for Intermediate equity pursuant to the ICA-II;

**WHEREAS**, Holdco has agreed to contribute all (100%) of the assets it acquired pursuant to HCA-III to Intermediate in exchange for Intermediate equity pursuant to that certain Intermediate Contribution Agreement – Fund III, dated March 27, 2023, by and among UOGP C, UOGP C-1, Holdco and Intermediate (the “ICA-III”);

**WHEREAS**, UOGP C-1 has agreed to contribute the remaining 1% of its original interests in the Assets to Intermediate in exchange for Intermediate equity pursuant to the ICA-III;

**WHEREAS**, UOGP C has agreed to contribute 0.43% of its original interests in the Assets to Intermediate in exchange for Intermediate equity pursuant to the ICA-III;

**WHEREAS**, Intermediate has agreed to purchase the remaining 70% of the original interest in the Assets from UOGP B for a note pursuant to that certain Purchase Agreement – Fund II, dated March 27, 2023, by and among UOGP B and Intermediate (the “PA-II”);

**WHEREAS**, Intermediate has agreed to purchase the remaining 70% of the original interest in the Assets from UOGP C for a note pursuant to that certain Purchase Agreement – Fund III, dated March 27, 2023, by and among UOGP C and Intermediate (the “PA-III”); and

**WHEREAS**, Intermediate sells to Assignee, and Assignee purchases from Intermediate, the Assets pursuant to the Asset Purchase Agreement.

**NOW, THEREFORE**, in furtherance of, and as required by the terms of the HCA-II, HCA-III, ICA-II, ICA-III, PA-II, PA-III and Asset Purchase Agreement, the Parties agree as follows.

## **ARTICLE I**

### **GRANTING AND RESERVATION CLAUSES; HABENDUM CLAUSE**

1.1 **Grant.** Assignors, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grant, transfer, bargain, sell, convey, assign and deliver unto Assignee the following (the “Assets”), but excluding the Excluded Assets:

- (a) all of Assignors’ collective right, title, estate and interest in and to the following (collectively, the “Operated Wellbore Interests”);
  - (i) the wellbore of each of the wells described on Exhibit A-1 (the “Operated Wells”, and each, an “Operated Well”), as to the Completed Depths of each such Operated Well or as may be extended or otherwise reworked or recompleted at any time thereafter, together with the right to own and maintain, and produce Hydrocarbons from each such Operated Well;
  - (ii) all Hydrocarbons produced from or attributable to the Operated Wells from and after the Effective Time, and all proceeds or accounts receivable resulting from the sale of any such Hydrocarbons;
  - (iii) the Leases and Mineral Interests described on Exhibit A-3, in each case INSO FAR AND ONLY INSO FAR as the rights thereunder are necessary or used to (A) own, operate, maintain, produce and transport Hydrocarbons from, and continue to own, operate, maintain, produce or transport Hydrocarbons from, the Operated Wells, (B) participate in and perform





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operations at any time applicable to the Operated Wells (including maintenance, repair, workovers, reworks, or extensions (including lateral extensions) of the wellbore of any Operated Well) with respect to the Completed Depths of the Operated Wells, or (C) store any Operated Well Hydrocarbons from the Operated Wells (such rights to and under the Leases and Mineral Interests, collectively, the "Operated Lease Rights");

- (iv) ny units or pooled or communitized lands arising on account of the Leases and Mineral Interests having been unitized or pooled into such units, pools or communitized lands, and all unitization, pooling or communitization agreements, declarations or designations and statutorily, judicially or administratively created drilling, spacing and/or production units, whether recorded or unrecorded, in each case, INSOFAR AND ONLY INSOFAR as appurtenant to the Operated Wells or otherwise necessary or used to (A) own, operate, maintain or continue to own, operate and maintain the Operated Wells, (B) participate in and perform operations at any time applicable to the Operated Wells (including maintenance, repair, workovers, reworks, or extensions (including lateral extensions) of the wellbore of any Operated Well) with respect to the Completed Depths, or (C) produce, store and transport Hydrocarbons from the Operated Wells (such rights to and under the foregoing, collectively, the "Operated Unit Rights");
- (v) a right-of-way, easement, access or crossing license, permit, servitude, surface use agreement or surface lease, in each case, INSOFAR AND ONLY INSOFAR as appurtenant to the Operated Wells or otherwise necessary or used to (A) own, operate, maintain or continue to own, operate and maintain the Operated Wells, (B) participate in and perform operations at any time applicable to the Operated Wells (including maintenance, repair, workovers, reworks, or extensions (including lateral extensions) of the wellbore of any Operated Well) with respect to the Completed Depths, or (C) produce, store or transport Hydrocarbons from the Operated Wells, in each case, including those rights-of-way, easements, access or crossing licenses, permits, servitudes, surface use agreements and surface leases identified on Exhibit B-1 (the "Operated ROW Interests"); and
- (vi) all personal property, fixtures, and improvements INSOFAR AND ONLY INSOFAR as necessary for or used in connection with the ownership or operation of, or for the production, storing (with respect to storing, at the well site associated with any Operated Well) or transportation of Hydrocarbons from the Operated Wells (including (x) all wellheads, casing, tubing, pumps, motors, gauges, valves, heaters, treaters, water lines, and vessels and (y) all flowlines, pipelines, meters, separators, heater treaters, vapor recovery units, tanks, and any other associated equipment), in each case, to the extent the foregoing (A) are located up to, or constitute a part of, the wellhead of such Operated Well or (B) are located between the wellhead of such Operated Well and the outlet valve of the individual gas meter applicable to such Operated Well (for gas) or the outlet valves of the oil tank battery and water tank battery of the facilities applicable to such Operated Well (for oil and water) or are otherwise located on the well site associated with any Operated Well (collectively, the "Operated Wellbore Facilities");





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- (b) all of Assignors' collective right, title, estate and interest in and to the following (collectively, the "Non-Operated Wellbore Interests", and together with the Operated Wellbore Interests, the "Wellbore Interests"):
- (i) the wellbore of each of the wells described on Exhibit A-2 (the "Non-Operated Wells"; each, a "Non-Operated Well" and together with the Operated Wells, collectively, the "Wells"), as to the Completed Depths of each such Non-Operated Well or as may be extended or otherwise reworked or recompleted at any time thereafter, together with the right to own and maintain, and produce Hydrocarbons from each such Non-Operated Well;
  - (ii) all Hydrocarbons produced from or attributable to the Non-Operated Wells from and after the Effective Time, and all proceeds or accounts receivable resulting from the sale of any such Hydrocarbons;
  - (iii) the Leases and Mineral Interests described on Exhibit A-3, in each case INSOFAR AND ONLY INSOFAR as the rights thereunder are necessary or used to (A) own, operate, maintain, produce and transport Hydrocarbons from, and continue to own, produce or transport Hydrocarbons from, the Non-Operated Wells, (B) participate in and perform operations at any time applicable to the Non-Operated Wells (including maintenance, repair, workovers, reworks, or extensions (including lateral extensions) of the wellbore of any Non-Operated Well) with respect to Non-Operated Wells, or (C) store and transport Hydrocarbons from the Completed Depths of the Non-Operated Wells (such rights to and under the Leases and Mineral Interests, collectively, the "Non-Operated Lease Rights" and, together with the Operated Lease Rights, collectively, the "Lease Rights");
  - (iv) any units or pooled or communitized lands arising on account of the Leases and Mineral Interests having been unitized or pooled into such units, pools or communitized lands, and all unitization, pooling or communitization agreements, declarations or designations and statutorily, judicially or administratively created drilling, spacing and/or production units, whether recorded or unrecorded, in each case, INSOFAR AND ONLY INSOFAR as appurtenant to the Non-Operated Wells or otherwise necessary or used to (A) own, operate, maintain or continue to own, operate and maintain the Non-Operated Wells, (B) participate in and perform operations at any time applicable to the Non-Operated Wells (including maintenance, repair, workovers, reworks, or extensions (including lateral extensions) of the wellbore of any Non-Operated Well) with respect to the Completed Depths of the Non-Operated Wells, or (C) produce, store and transport Hydrocarbons from the wellbores of the Non-Operated Wells (such rights to and under the foregoing, collectively, the "Non-Operated Unit Rights" and, together with the Operated Unit Rights, collectively, the "Unit Rights");
  - (v) any right-of-way, easement, access or crossing license, permit, servitude, surface use agreement or surface lease, in each case, INSOFAR AND ONLY INSOFAR as appurtenant to the Non-Operated Wells or otherwise necessary or used to (A) own, operate, maintain or continue to own, operate and maintain the Non-Operated Wells, (B) participate in and perform operations at any time applicable to the Non-Operated Wells (including maintenance, repair, workovers, reworks, or extensions (including lateral extensions) of the wellbore of any Non-Operated Well) with respect to the Completed Depths of the Non-Operated Wells, or (C) produce, store and transport Hydrocarbons from the wellbores of the Non-Operated Wells, in each case, including





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those rights-of-way, easements, access or crossing licenses, permits, servitudes, surface use agreements and surface leases identified on Exhibit B-2 (the “Non-Operated ROW Interests” and, together with the Operated ROW Interests, collectively, the “ROW Interests”); and

- (vi) all personal property, fixtures, and improvements INSO FAR AND ONLY INSO FAR as necessary for or used in connection with the ownership or operation of, or for the production, storing or transportation of Hydrocarbons from the Non-Operated Wells (including (x) all wellheads, casing, tubing, pumps, motors, gauges, valves, heaters, treaters, water lines, and vessels and (y) all flowlines, pipelines, meters, separators, heater treaters, vapor recovery units, tanks, and any other associated equipment), in each case, to the extent the foregoing (A) are located up to, or constitute a part of, the wellhead of such Non-Operated Well or (B) are located between the wellhead of such Non-Operated Well and the point at which custody to the Hydrocarbons produced from the applicable Well transfers to a Third Party or are otherwise located on the well site associated with any Non-Operated Well (collectively, the “Non-Operated Wellbore Facilities” and, together with the Operated Wellbore Facilities, collectively, the “Well Facilities”);
- (c) all of Assignors’ collective interest in and to all Contracts, including all Material Contracts, INSO FAR AND ONLY INSO FAR as pertaining to (i) the ownership of the Assets and/or (ii) the ownership, production, storing or transportation (with respect to storing, at the well site associated with any Operated Well, and with respect to transportation, to the first point of sale to a Third Party), in each case of sub-clause (ii), Hydrocarbons from of the Assets (and not to the extent pertaining to any Excluded Assets) (collectively, the “Applicable Contracts”), including, for purposes of clarity, all Contracts listed on Schedule 3.16 of the Asset Purchase Agreement;
- (d) whether in electronic form or physical form, copies of all lease files; land files, including unrecorded agreements related thereto; well files; division order files; abstracts; title opinions; title curative documents; Asset Tax records (but excluding Tax records primarily relating to Income Taxes or that relate to Assignors’ business generally); land surveys; logs; maps; and other books, records, data, files, accounting records and all related correspondence, in each case, to the extent related to the other Assets, but excluding (i) any books, records, data, files, maps and accounting records to the extent disclosure or transfer is restricted or prohibited by any Contract with a Third Party or applicable Legal Requirements, (ii) attorney-client privileged communications and work product of Assignors’ legal counsel (other than title opinions), (iii) reserve studies and evaluations, and (iv) records relating to the negotiation and consummation of the acquisition of the Assets pursuant to this Conveyance (collectively, subject to such exclusions, the “Books and Records”); and
- (e) all rights, claims, counterclaims, defenses, causes of action and related rights to recovery (including all rights of indemnity, recovery, set-off or refunds) of any Assignor or their respective Affiliates to the extent that such rights, claims or causes of action relate to the Assumed Liabilities.

It is the intent of Assignors to convey and this Conveyance hereby conveys to Assignee, from and after the Effective Time, (x) one hundred percent (100%) of all right, title, estate and interest held or owned by each of the Assignors in and to any of the Assets prior to the consummation of the transactions contemplated by this Conveyance and the Asset Purchase Agreement and (y) the Assets, regardless of errors in description, any incorrect or misspelled names, or any mistranscribed or incorrect recording references.





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1.2 **Habendum.** TO HAVE AND TO HOLD the Assets, together with all rights and appurtenances in any way belonging thereto, unto Assignee and its respective successors and assigns forever, subject, however, to the terms and conditions of this Conveyance.

## **ARTICLE II SPECIAL WARRANTY AND SUBROGATION**

2.1 **Special Warranty.** Each Assignor, severally and not jointly, as to such Assignor's interest in the applicable Wells, hereby warrants good and Defensible Title (subject to Permitted Encumbrances) to the Wells unto Assignee, its successors and assigns, against all Persons claiming or to claim the same or any part thereof, by, through or under such Assignor or any of its Affiliates, but not otherwise; provided that this Section 2.1 is hereby made subject to, and does not supersede, the terms and conditions of the Asset Purchase Agreement, including Section 5.12 of the Asset Purchase Agreement (other than the limitations in Sections 5.12(c) and 5.12(e) of the Asset Purchase Agreement, to which this Section 2.1 shall not be subject).

2.2 **Subrogation.** To the extent permitted by Legal Requirements, Assignee will be subrogated to Assignors' collective rights in and to representations, warranties and covenants given with respect to the applicable Assets. Each Assignor hereby grant and transfer to Assignee, to the extent so transferable and permitted by Legal Requirements, the benefit of and the right to enforce the covenants, representations, and warranties, if any, which such Assignor is entitled to enforce with respect to the Assets.

## **ARTICLE III MISCELLANEOUS**

3.1 **Leases.** Assignee is taking the Assets subject to the terms of the Leases as of the Effective Time.

3.2 **Asset Purchase Agreement.** This Conveyance is delivered pursuant to, and hereby made subject to, the terms and conditions of the Asset Purchase Agreement. In the event that any provision of this Conveyance is construed to conflict with any provision of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall be deemed controlling to the extent of such conflict; provided, however, Assignee and all other Persons may conclusively rely on this Conveyance as conveying the Assets to Assignee. The execution and delivery of this Conveyance shall not operate to release or impair any surviving rights or obligations of any Party (as defined in the Asset Purchase Agreement) under the Asset Purchase Agreement. The Asset Purchase Agreement survives execution and delivery of this Conveyance and there is no merger of the Asset Purchase Agreement with and into this Conveyance.

3.3 **Further Cooperation.** From time to time after the Execution Date, Assignors 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 more effectively assure the other of the benefits and enjoyment intended to be conveyed under this Conveyance, and otherwise to accomplish the purposes of the transactions contemplated hereby and under the Asset Purchase Agreement.

3.4 **Successors and Assigns.** The provisions of this Conveyance shall bind and inure to the benefit of Assignors and Assignee and their respective successors and assigns.

3.5 **Governing Law.** This Conveyance and any claim or cause of action (whether based in statute, tort, contract or otherwise) based upon or arising under this Conveyance, the Asset Purchase Agreement or any of the Closing Documents, based upon or arising in connection with any dealings between the Parties relating to the subject matter of this Conveyance, the Asset Purchase Agreement or





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any of the Closing Documents or the negotiation or performance of this Conveyance, the Asset Purchase Agreement or any of the Closing Documents (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Conveyance, the Asset Purchase Agreement or any of the Closing Documents or as an inducement to enter into this Conveyance, the Asset Purchase Agreement or any of the Closing Documents), or otherwise relating to the Contemplated Transactions ("Covered Claims") shall be governed by the Legal Requirements of the State of New York, including its statutes of limitations, without regard to any borrowing statute that would result in the application of the statute of limitations of any other jurisdiction, *provided* that any matter that relates to real property the legal effect of which as related to such real property is dependent on the substantive Legal Requirements of the State where such real property is located or other jurisdiction having authority over such matter as related to such real property shall be governed by the substantive Legal Requirements of the State where such real property is located or such other jurisdiction having authority over such matter as related to such real property, as applicable.

**3.6 Jurisdiction; Service of Process.** EACH PARTY TO THIS CONVEYANCE HEREBY SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS CONVEYANCE, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE NON-EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY, THE COURTS OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND APPELLATE COURTS FROM ANY THEREOF. EACH PARTY (A) CONSENTS TO SUBMIT ITSELF TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR SUCH COVERED CLAIMS, (B) AGREES THAT IT WILL NOT ATTEMPT TO DENY OR DEFEAT SUCH PERSONAL JURISDICTION BY MOTION OR OTHER REQUEST FOR LEAVE FROM ANY SUCH COURT, AND (C) AGREES THAT IT WILL NOT BRING ANY COVERED CLAIM IN ANY COURT OTHER THAN SUCH COURTS. EACH PARTY ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE AND IRREVOCABLE JURISDICTION AND VENUE OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY NON-APPEALABLE JUDGMENT RENDERED THEREBY, IN EACH CASE, IN CONNECTION WITH SUCH COVERED CLAIMS. A COPY OF ANY SERVICE OF PROCESS SERVED UPON THE PARTIES IN CONNECTION WITH A COVERED CLAIM SHALL BE MAILED BY REGISTERED MAIL TO THE RESPECTIVE PARTY EXCEPT THAT, UNLESS OTHERWISE PROVIDED BY APPLICABLE LEGAL REQUIREMENTS, ANY FAILURE TO MAIL SUCH COPY SHALL NOT AFFECT THE VALIDITY OF SERVICE OF PROCESS. IF ANY AGENT APPOINTED BY A PARTY REFUSES TO ACCEPT SERVICE, EACH PARTY AGREES THAT SERVICE UPON THE APPROPRIATE PARTY BY REGISTERED MAIL SHALL CONSTITUTE SUFFICIENT SERVICE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF A PARTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LEGAL REQUIREMENTS.

**3.7 Waiver of Jury Trial.** EACH OF THE PARTIES HERETO HEREBY WAIVES AND AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO COVERED CLAIMS. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THE TRANSACTIONS UNDER THIS CONVEYANCE, THE ASSET PURCHASE AGREEMENT AND THE CLOSING DOCUMENTS.

**3.8 References and Rules of Construction.** All references in this Conveyance to Exhibits, Schedules, Annexes, Articles, Sections, subsections and other subdivisions refer to the corresponding Exhibits, Schedules, Annexes, Articles, Sections, subsections and other subdivisions of or to this Conveyances unless expressly provided otherwise. Unless provided otherwise, all recording references in such Exhibits, Schedules, Annexes, Articles, Sections, subsections and other subdivisions are to the





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appropriate records (the real property records, oil and gas records or other appropriate records) of the county(ies) in which the Assets are located. Titles appearing at the beginning of any Articles, Sections, subsections and other subdivisions of this Conveyance are for convenience only, do not constitute any part of this Conveyance, and shall be disregarded in construing the language hereof. The words “this Conveyance,” “herein,” “hereby,” “hereunder” and “hereof,” and words of similar import, refer to this Conveyance as a whole and not to any particular Article, Section, subsection or other subdivision unless expressly so limited. The words “this Article,” “this Section” and “this subsection,” and words of similar import, refer only to Article, Section or subsection hereof in which such words occur. The word “including” (in its various forms) means “including without limitation.” Each accounting term not defined herein will have the meaning given to it under GAAP, as in effect on the date of this Conveyance. The word “or” is not exclusive and shall have the same meaning as “and/or” unless the context requires otherwise. Pronouns in masculine, feminine or neuter genders shall be construed to state and include any other gender, and words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Unless expressly stated otherwise, references to any Legal Requirement, Contract, or Lease shall mean such Legal Requirement, Contract, or Lease as it may be amended from time to time. References in such exhibits and attachments to instruments on file in the public records are notice of such instruments for all purposes.

**3.9 Captions.** The captions and article and section numbers in this Conveyance are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Conveyance.

**3.10 Separate Assignments and Conveyances.** Where separate assignments and/or conveyances of the Assets have been or will be executed for filing in other recording jurisdictions or counties, any such separate assignments (a) shall evidence this Conveyance and the assignment of the Assets herein made, and shall not constitute any duplication of the assignment or conveyance of any Assets, (b) are not intended to modify, and shall not modify, any of the terms, covenants and conditions, or limitations on warranties set forth in this Conveyance or in the Asset Purchase Agreement, and (c) shall be deemed to contain all of the terms and provisions of this Conveyance, as fully and to all intents and purposes as though the same were set forth at length in such separate assignments.

**3.11 Entire Agreement and Modification.** This Conveyance supersedes all prior discussions, communications, and agreements (whether written or oral) between the Parties with respect to its subject matter and constitutes (along with the Asset Purchase Agreement and other Basic Documents (as defined in the Asset Purchase Agreement)) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Conveyance may not be amended or otherwise modified except by a written agreement executed by the Parties and the Majority Noteholders (as defined in the Indenture (as defined in the Asset Purchase Agreement)).

**3.12 Waiver.** Neither the failure nor any delay by either Party in exercising any right, power, or privilege under this Conveyance shall operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable Legal Requirement, (a) no claim or right arising out of this Conveyance can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Parties; (b) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one Party shall be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand.

**3.13 Counterparts.** This Conveyance may be executed in counterparts, each of which shall be deemed an original, and both of which taken together shall constitute one conveyance. Delivery of an





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executed counterpart signature page by facsimile, email or other means of electronic transmission is as effective as executing and delivering this Conveyance in the presence of the other Party to this Conveyance.

**[SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGES]**






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IN WITNESS WHEREOF, the authorized representatives of Assignors and Assignee have executed this Conveyance to be made effective for all purposes as of the Effective Time.

**ASSIGNORS:**

**URBAN OIL AND GAS PARTNERS B, LP,**  
a Delaware limited partnership  
By: Urban Fund II, LP, its General Partner  
By: Urban Fund II GP, LLC, its General Partner

By:   
Name: Brent Kirby  
Title: Senior Vice President

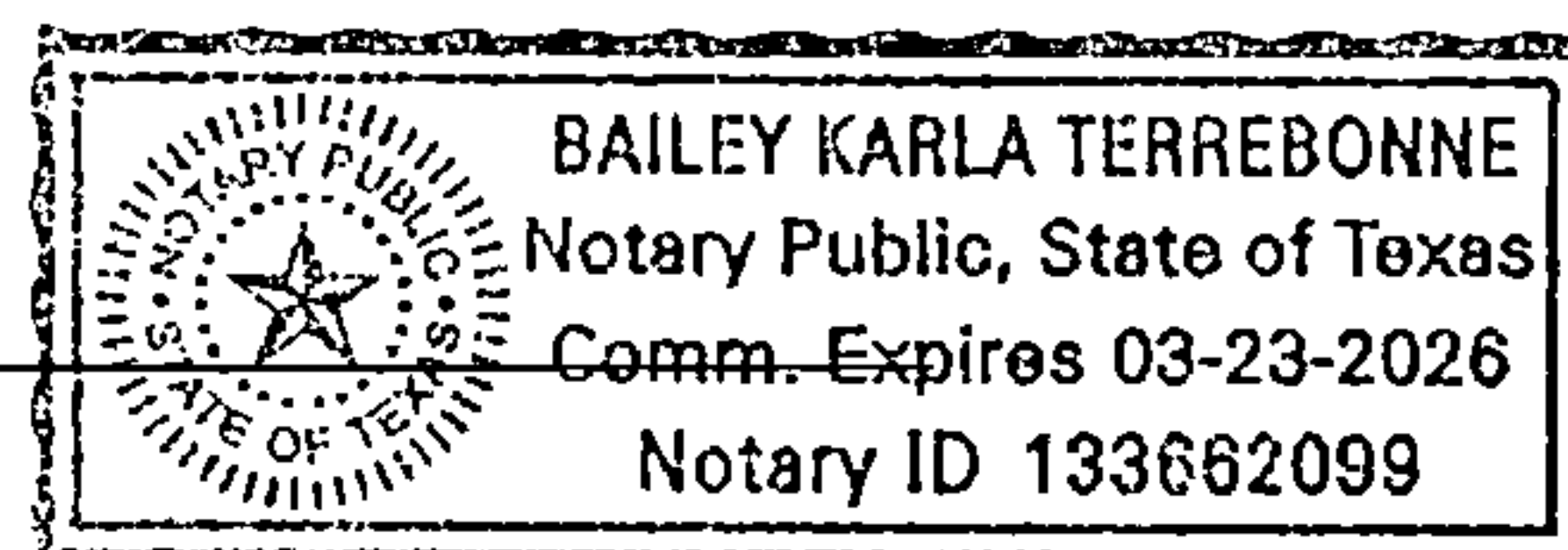
**THE STATE OF TEXAS** §

**COUNTY OF COLLIN** §

This instrument was acknowledged before me on this 23 day of March, 2023, by Brent Kirby, Senior Vice President of Urban Fund II GP, LLC in its capacity as the General Partner of Urban Fund II, LP, the General Partner of Urban Oil and Gas Partners B, LP, a Delaware limited partnership, on behalf of said limited partnership.

  
\_\_\_\_\_  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_







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**ASSIGNOR:**

**URBAN OIL AND GAS PARTNERS B-1, LP,**

a Delaware limited partnership

By: Urban Fund II, LP, its General Partner

By: Urban Fund II GP, LLC, its General Partner

  
By: \_\_\_\_\_

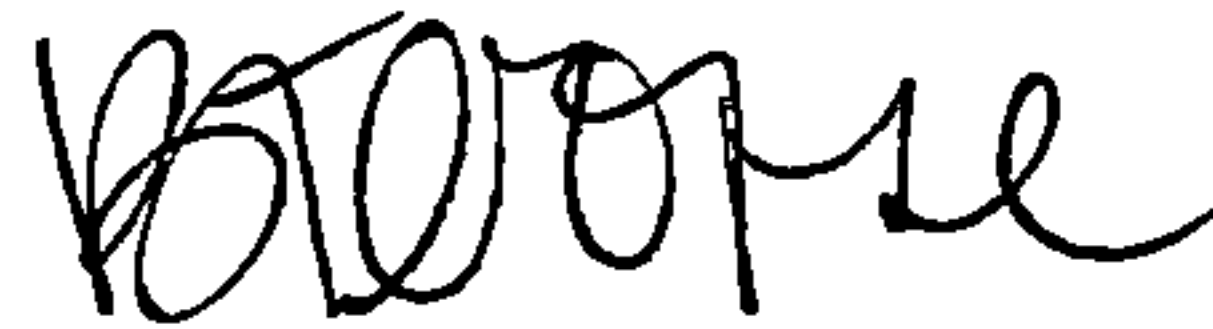
Name: Brent Kirby

Title: Senior Vice President

**THE STATE OF TEXAS** §

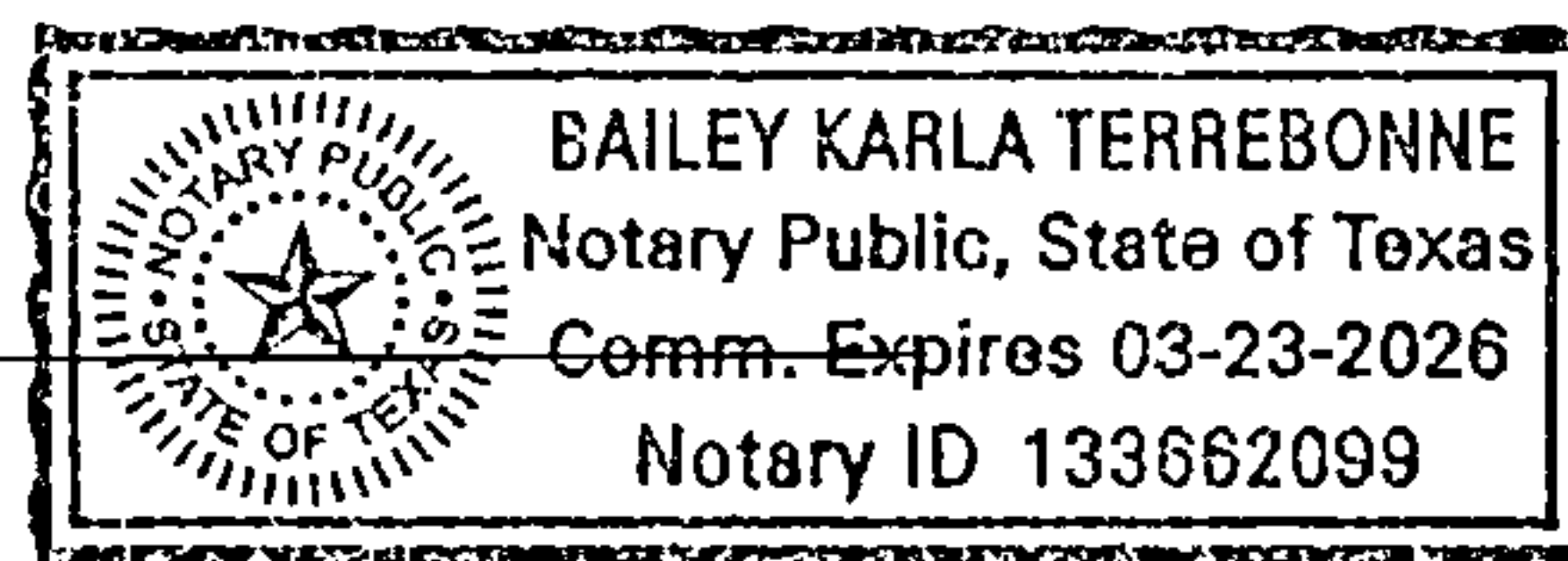
**COUNTY OF COLLIN** §

This instrument was acknowledged before me on this 23 day of March, 2023, by Brent Kirby, Senior Vice President of Urban Fund II GP, LLC in its capacity as the General Partner of Urban Fund II, LP, the General Partner of Urban Oil and Gas Partners B-1, LP, a Delaware limited partnership, on behalf of said limited partnership.



\_\_\_\_\_  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_







20231128000344050 12/38 \$147.00  
Shelby Cnty Judge of Probate, AL  
11/28/2023 11:00:31 AM FILED/CERT

**ASSIGNOR:**

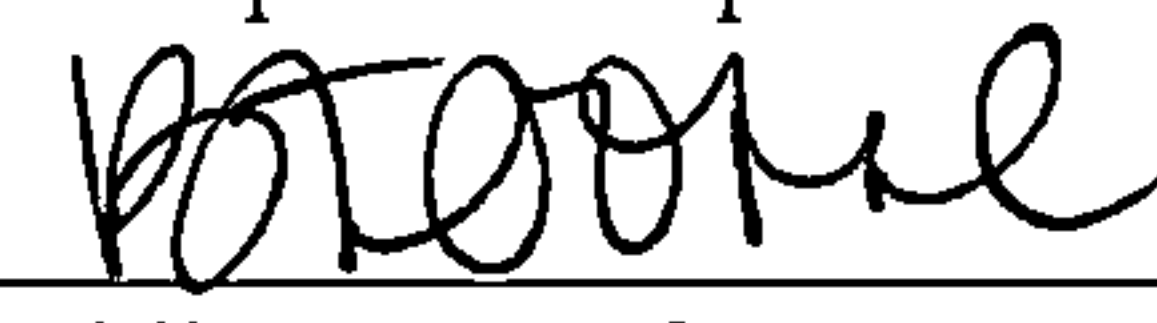
**URBAN FUND II, LP,**  
a Texas limited partnership  
By: Urban Fund II GP, LLC, its General Partner

By:   
Name: Brent Kirby  
Title: Senior Vice President

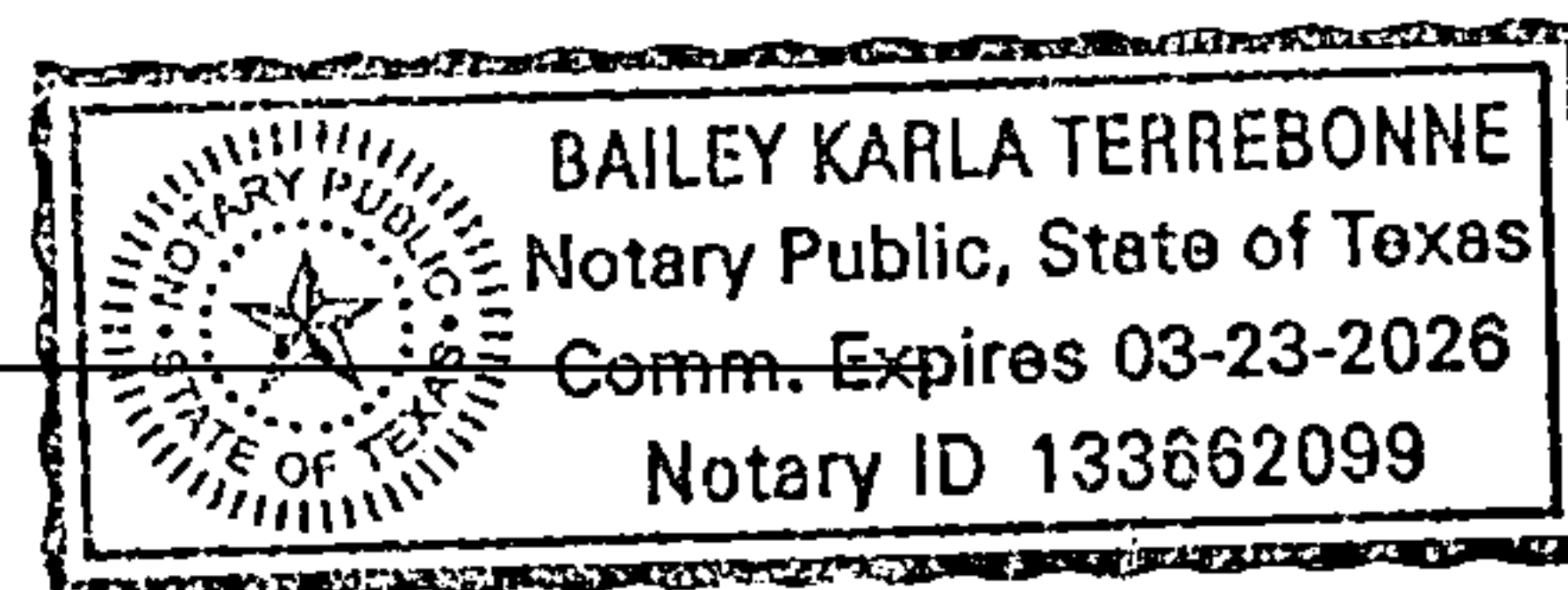
**THE STATE OF TEXAS** §

**COUNTY OF COLLIN** §

This instrument was acknowledged before me on this 23 day of March, 2023, by Brent Kirby, Senior Vice President of Urban Fund II GP, LLC in its capacity as the General Partner of Urban Fund II, LP, a Texas limited partnership, on behalf of said limited partnership.

  
\_\_\_\_\_  
Notary Public, State of Texas


My commission expires: \_\_\_\_\_





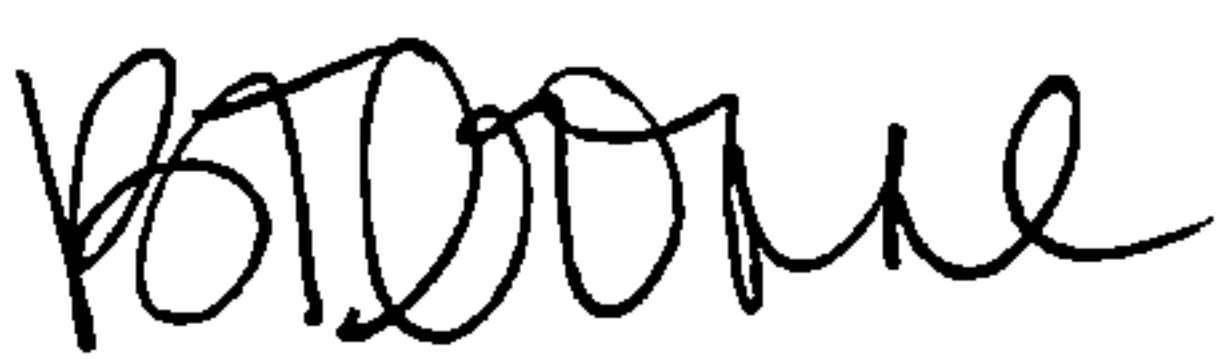
**ASSIGNOR:**

**UOG ABS MANAGEMENT I, LLC,**  
a Delaware limited liability company

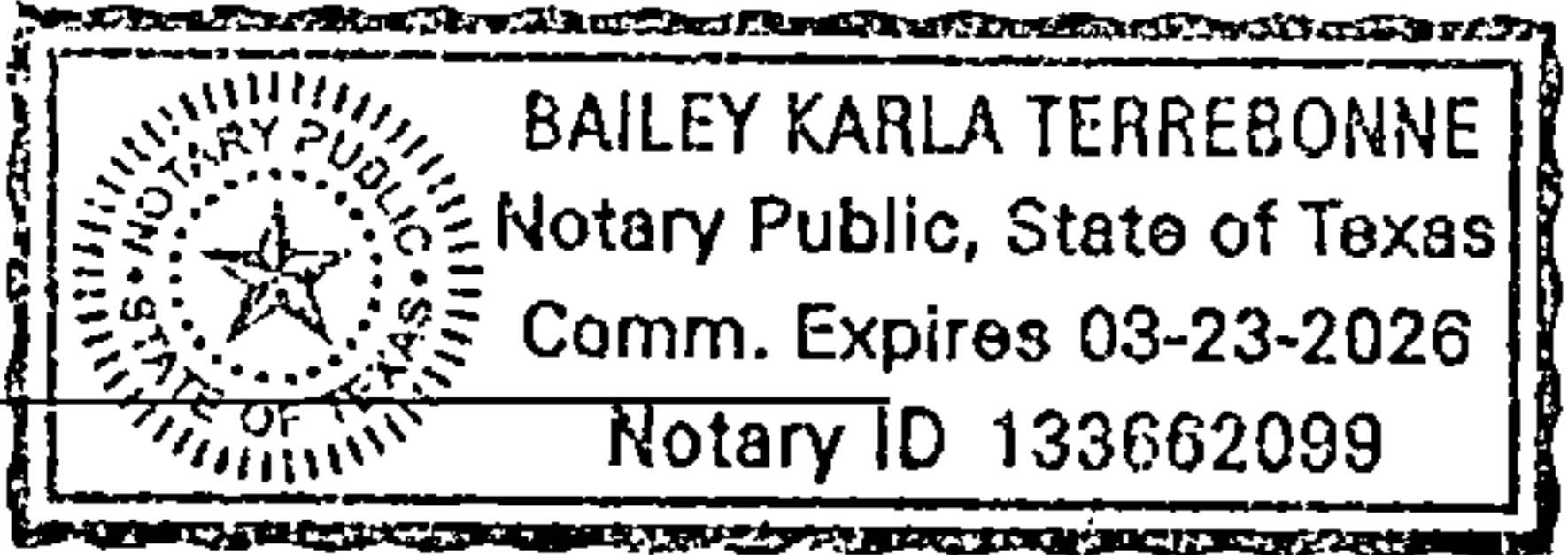
By:   
Name: Brent Kirby  
Title: Senior Vice President

**THE STATE OF TEXAS**                      §  
  
**COUNTY OF COLLIN**                      §

This instrument was acknowledged before me on this 23 day of March, 2023, by Brent Kirby, Senior Vice President of UOG ABS Management I, LLC, a Delaware limited liability company, on behalf of said limited liability company.

  
\_\_\_\_\_  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_



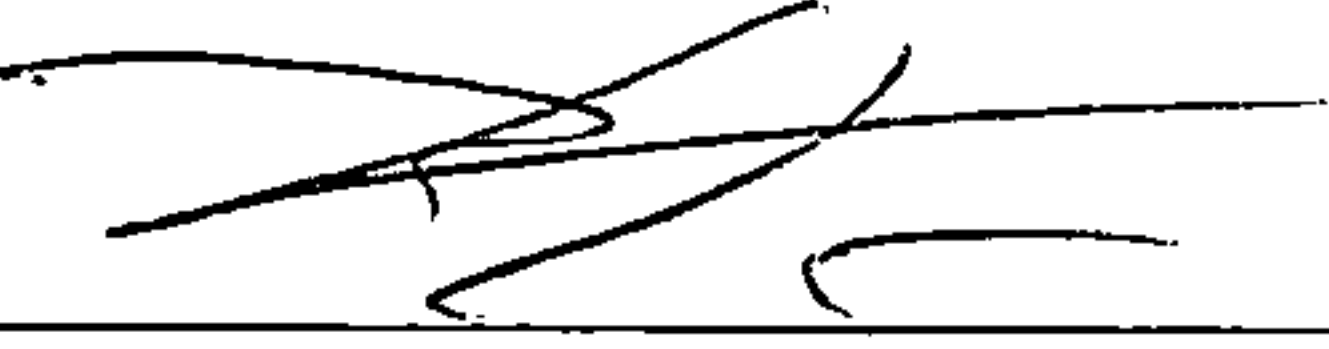




20231128000344050 14/38 \$147.00  
Shelby Cnty Judge of Probate, AL  
11/28/2023 11:00:31 AM FILED/CERT

**ASSIGNOR:**

**UOG ABS INTERMEDIATE I, LLC,**  
a Delaware limited liability company

By:   
Name: Brent Kirby  
Title: Senior Vice President

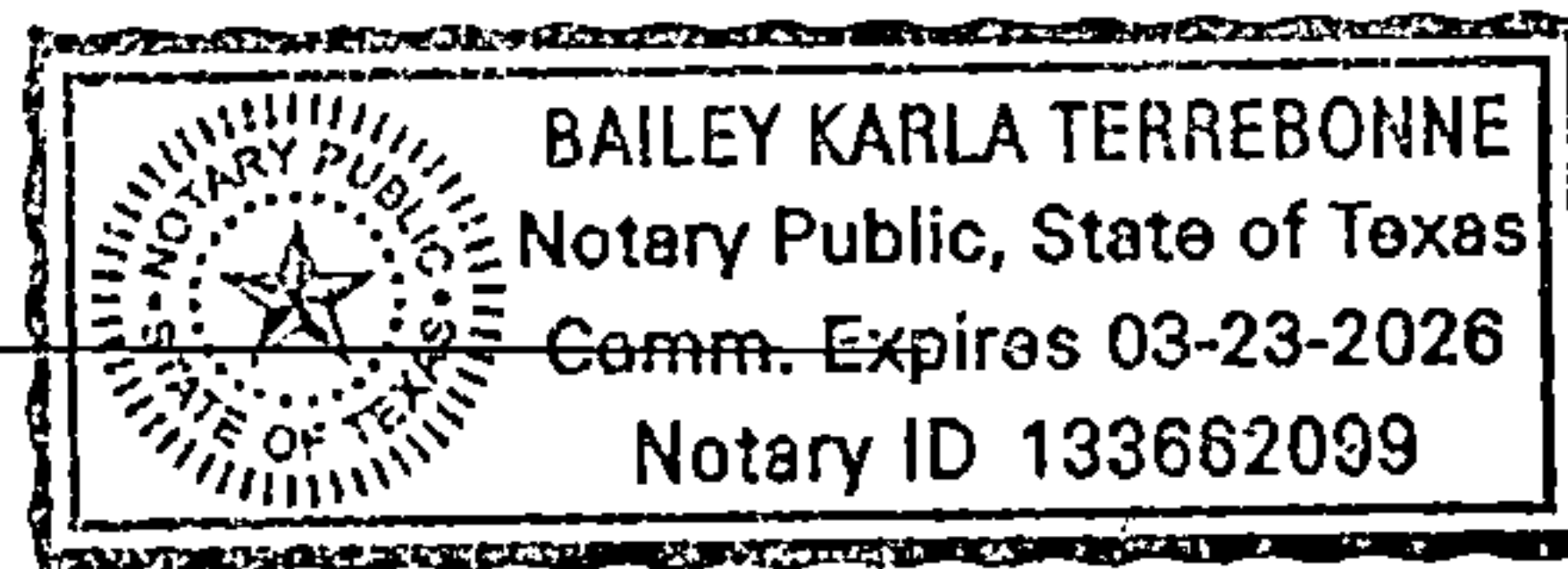
**THE STATE OF TEXAS** §

**COUNTY OF COLLIN** §

This instrument was acknowledged before me on this 23 day of March, 2023, by Brent Kirby, Senior Vice President of UOG ABS Intermediate I, LLC, a Delaware limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_



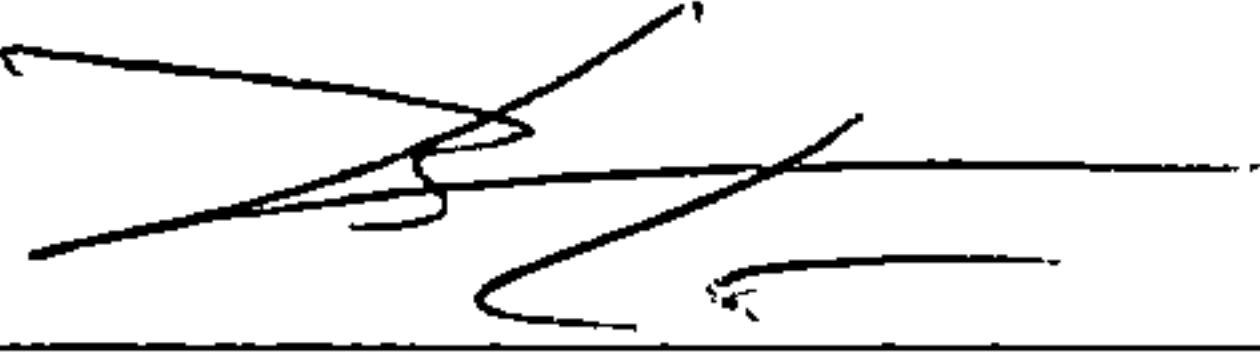




20231128000344050 15/38 \$147.00  
Shelby Cnty Judge of Probate, AL  
11/28/2023 11:00:31 AM FILED/CERT

**ASSIGNOR:**

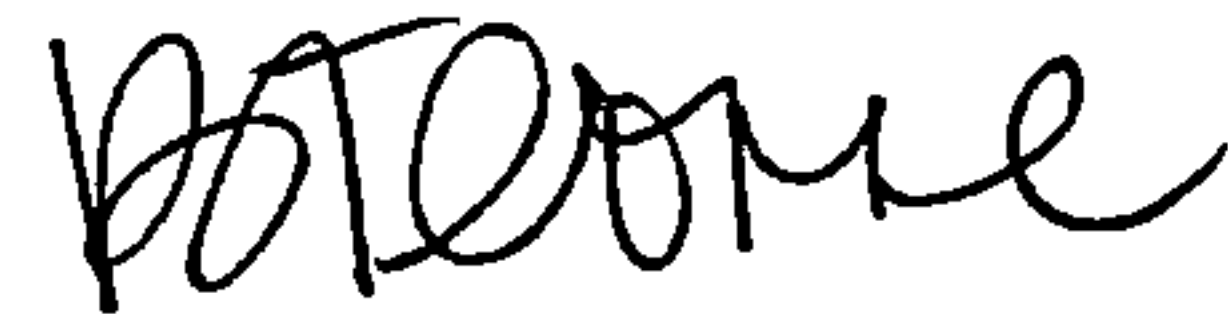
**UOG ABS PLEDGOR I, LLC,**  
a Delaware limited liability company

By:   
Name: Brent Kirby  
Title: Senior Vice President

**THE STATE OF TEXAS** §

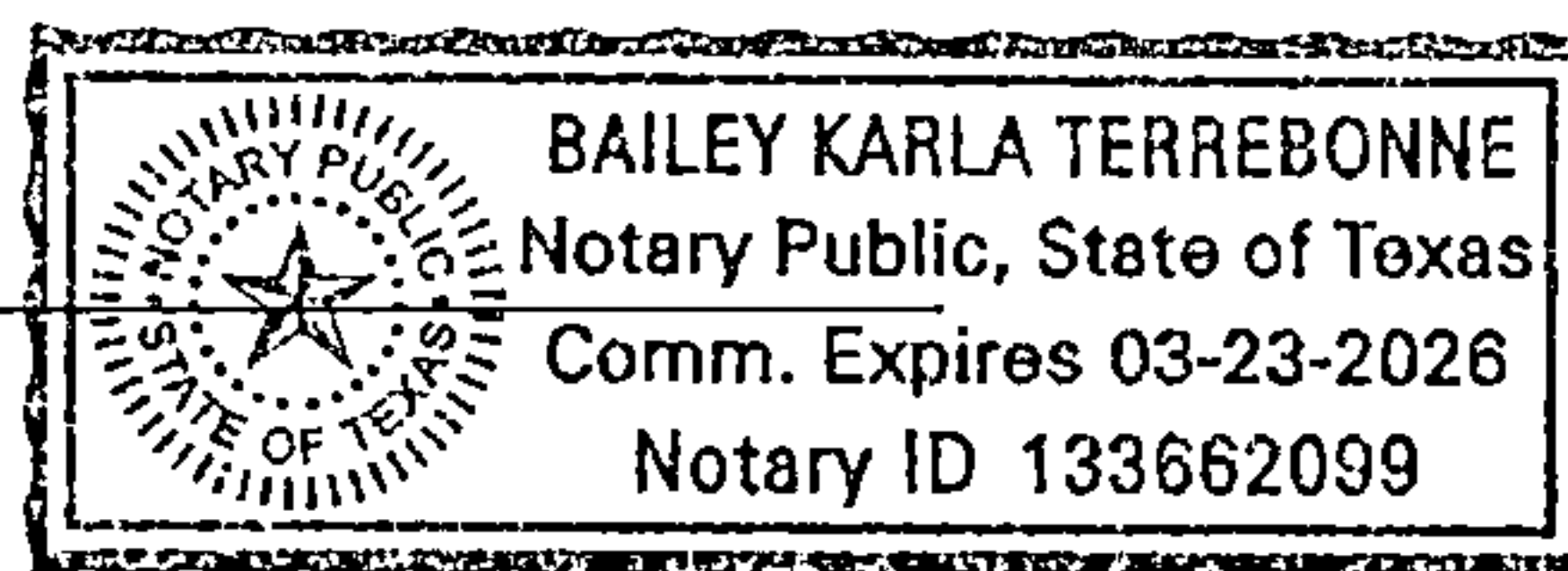
**COUNTY OF COLLIN** §

This instrument was acknowledged before me on this 23 day of March, 2023, by Brent Kirby, Senior Vice President of UOG ABS Pledgor I, LLC, a Delaware limited liability company, on behalf of said limited liability company.



\_\_\_\_\_  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_





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11/28/2023 11:00:31 AM FILED/CERT

**ASSIGNOR:**

**URBAN OIL AND GAS PARTNERS C, LP,**

a Delaware limited partnership

By: Urban Fund III, LP, its General Partner

By: Urban Fund III GP, LLC, its General Partner

By: 

Name: Brent Kirby

Title: Senior Vice President

**THE STATE OF TEXAS**

§

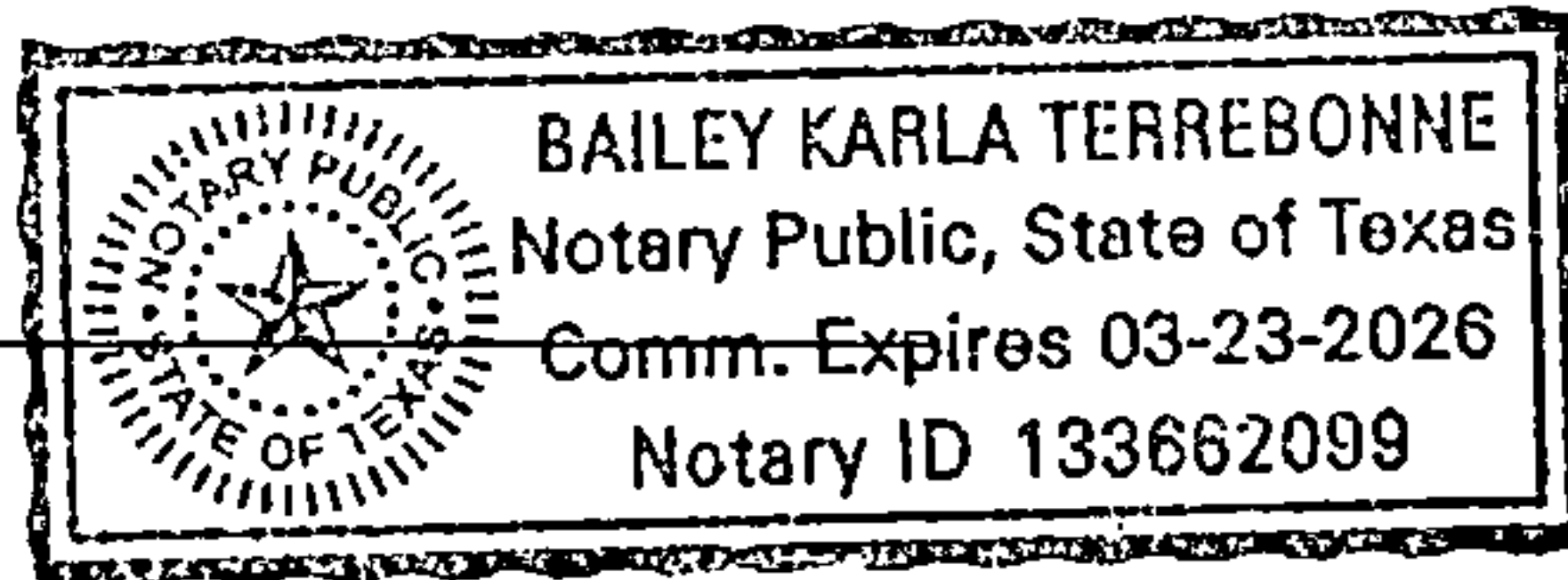
**COUNTY OF COLLIN**

§

This instrument was acknowledged before me on this 23 day of March, 2023, by Brent Kirby, Senior Vice President of Urban Fund III GP, LLC in its capacity as the General Partner of Urban Fund III, LP, the General Partner of Urban Oil and Gas Partners C, LP, a Delaware limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

My commission expires: \_\_\_\_\_







20231128000344050 17/38 \$147.00  
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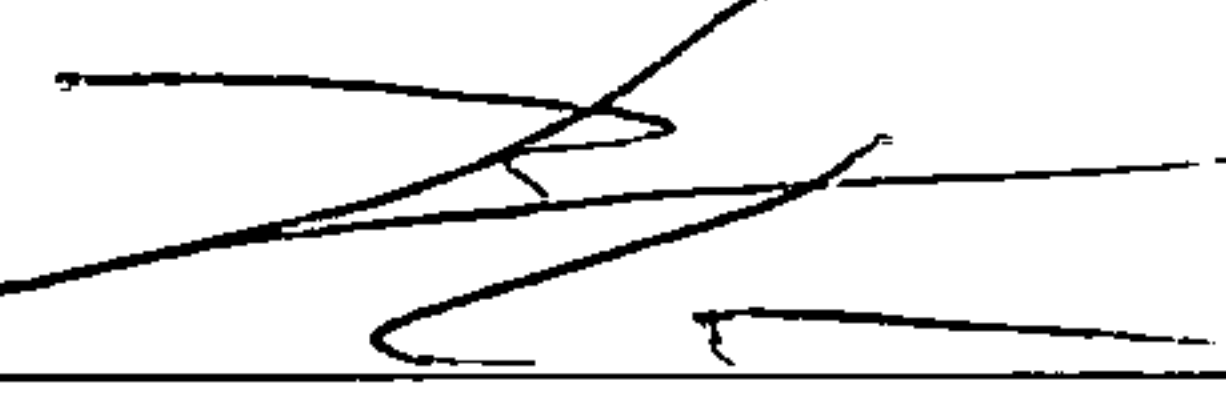
**ASSIGNOR:**

**URBAN OIL AND GAS PARTNERS C-1, LP,**

a Delaware limited partnership

By: Urban Fund III, LP, its General Partner

By: Urban Fund III GP, LLC, its General Partner

By: 

Name: Brent Kirby

Title: Senior Vice President

**THE STATE OF TEXAS**

§

**COUNTY OF COLLIN**

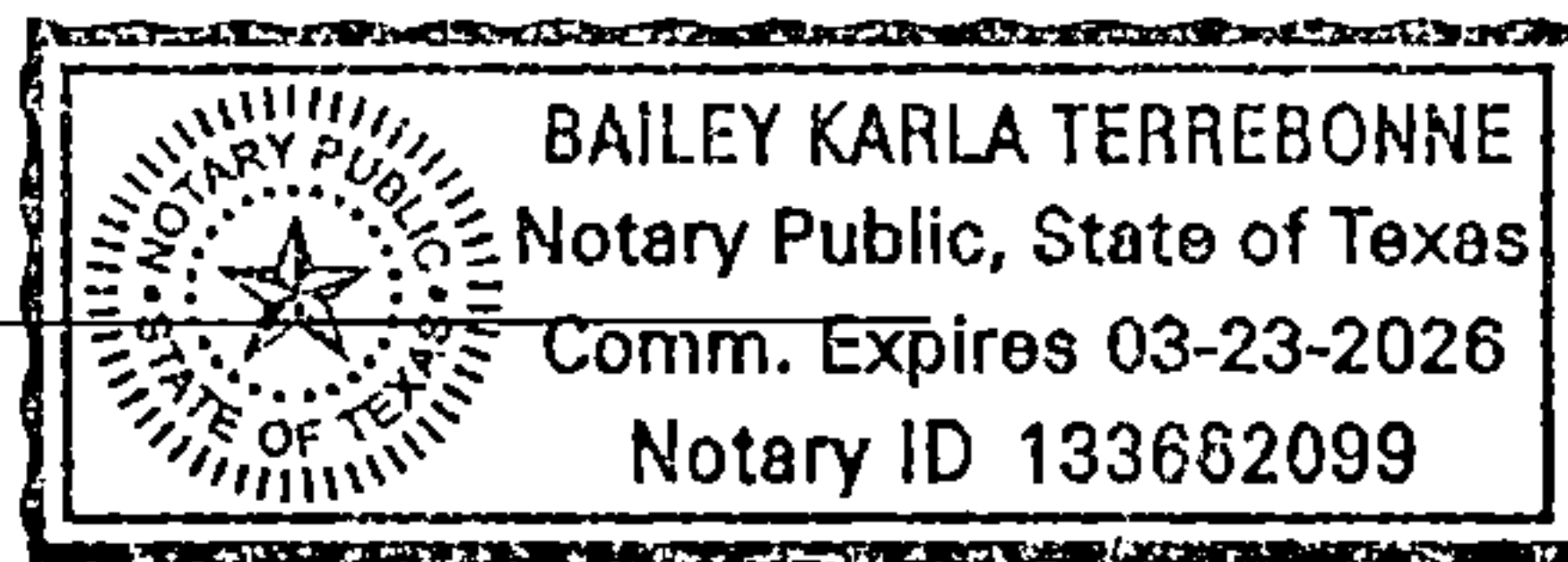
§

This instrument was acknowledged before me on this 23 day of March, 2023, by Brent Kirby, Senior Vice President of Urban Fund III GP, LLC in its capacity as the General Partner of Urban Fund III, LP, the General Partner of Urban Oil and Gas Partners C-1, LP, a Delaware limited partnership, on behalf of said limited partnership.



Notary Public, State of Texas

My commission expires: \_\_\_\_\_





20231128000344050 18/38 \$147.00  
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11/28/2023 11:00:31 AM FILED/CERT

**ASSIGNOR:**


**URBAN FUND III, LP,**  
a Texas limited partnership  
By: Urban Fund III GP, LLC, its General Partner

By:   
Name: Brent Kirby  
Title: Senior Vice President

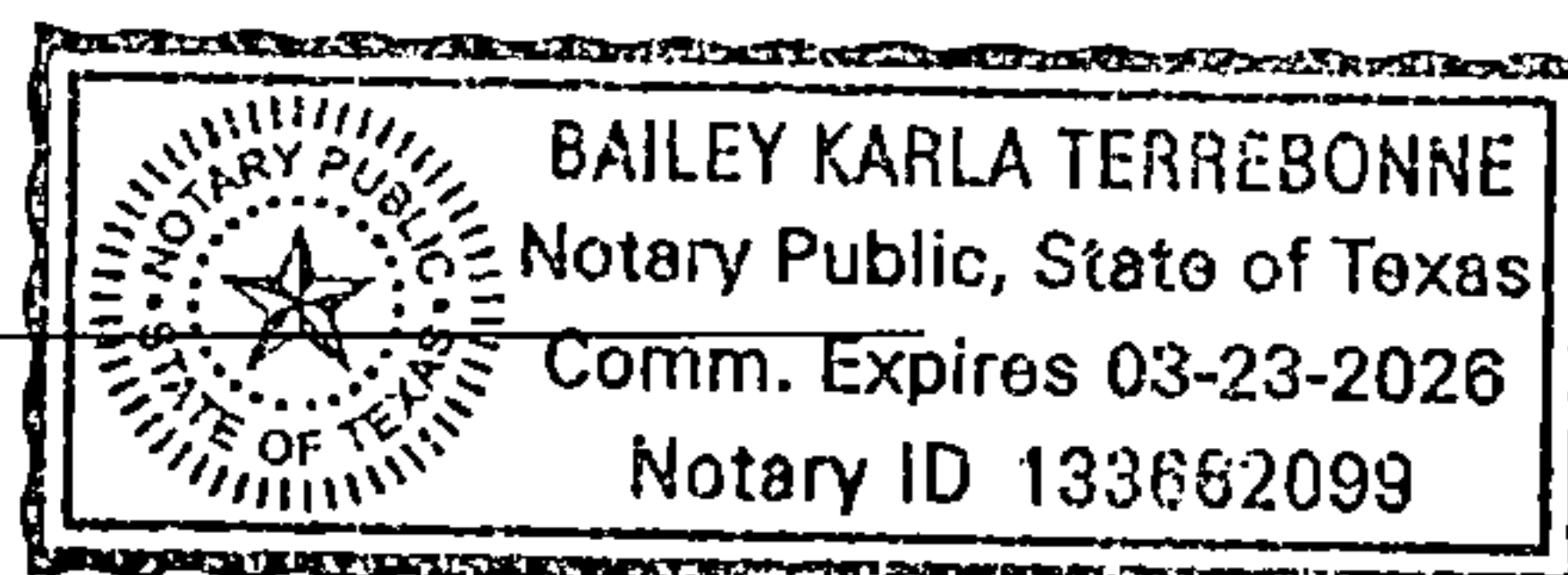
**THE STATE OF TEXAS** §

**COUNTY OF COLLIN** §

This instrument was acknowledged before me on this 23 day of March, 2023, by Brent Kirby, Senior Vice President of Urban Fund III GP, LLC in its capacity as the General Partner of Urban Fund III, LP, a Texas limited partnership, on behalf of said limited partnership.

  
\_\_\_\_\_  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_



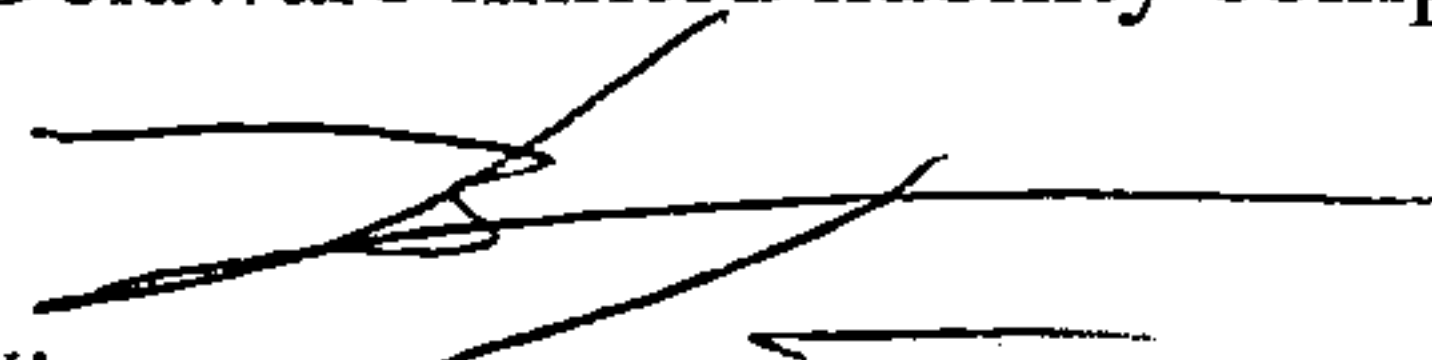




20231128000344050 19/38 \$147.00  
Shelby Cnty Judge of Probate, AL  
11/28/2023 11:00:31 AM FILED/CERT

**ASSIGNEE:**

**UOG ABS ISSUER I, LLC**  
a Delaware limited liability company

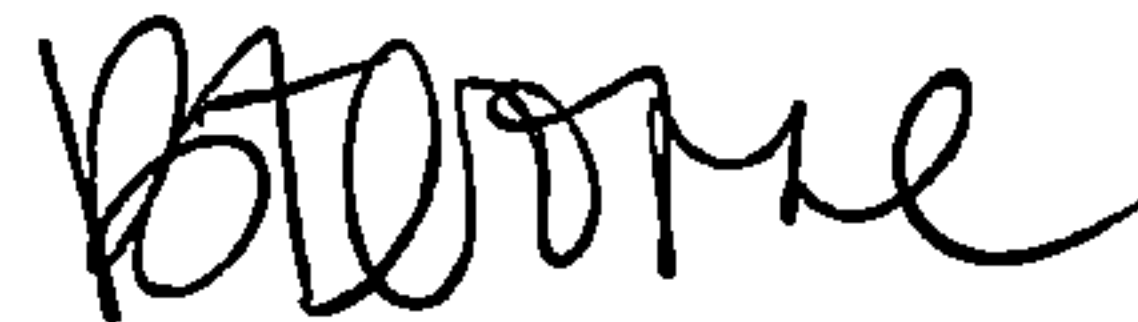
  
By: \_\_\_\_\_

Name: Brent Kirby  
Title: Senior Vice President

**THE STATE OF TEXAS** §

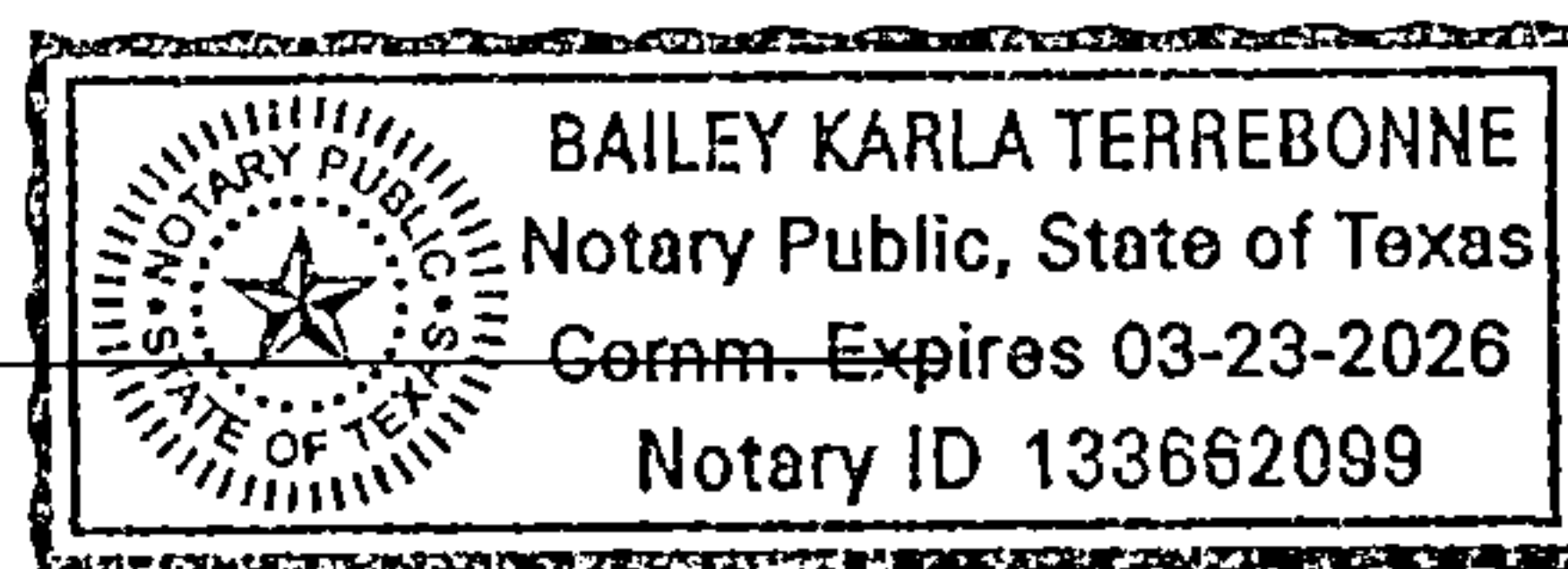
**COUNTY OF COLLIN** §

This instrument was acknowledged before me on this 23 day of March, 2023, by Brent Kirby, Senior Vice President of UOG ABS Issuer I, LLC, a Delaware limited liability company, on behalf of said limited liability company.



\_\_\_\_\_  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_





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ASSIGNORS' ADDRESS:

URBAN OIL AND GAS PARTNERS B, LP  
1000 East 14th Street, Suite 300  
Plano, Texas 75074  
Attention: Brent Kirby  
Email: bkirby@urbanoilandgas.com

URBAN OIL AND GAS PARTNERS B-1, LP  
1000 East 14th Street, Suite 300  
Plano, Texas 75074  
Attention: Brent Kirby  
Email: bkirby@urbanoilandgas.com

URBAN FUND II, LP  
1000 East 14th Street, Suite 300  
Plano, Texas 75074  
Attention: Brent Kirby  
Email: bkirby@urbanoilandgas.com

UOG ABS MANAGEMENT I, LLC  
1000 East 14th Street, Suite 300  
Plano, Texas 75074  
Attention: Brent Kirby  
Email: bkirby@urbanoilandgas.com

UOG ABS INTERMEDIATE I, LLC  
1000 East 14th Street, Suite 300  
Plano, Texas 75074  
Attention: Brent Kirby  
Email: bkirby@urbanoilandgas.com

UOG ABS PLEDGOR I, LLC  
1000 East 14th Street, Suite 300  
Plano, Texas 75074  
Attention: Brent Kirby  
Email: bkirby@urbanoilandgas.com

URBAN OIL AND GAS PARTNERS C, LP  
1000 East 14th Street, Suite 300  
Plano, Texas 75074  
Attention: Brent Kirby  
Email: bkirby@urbanoilandgas.com

URBAN OIL AND GAS PARTNERS C-1, LP  
1000 East 14th Street, Suite 300  
Plano, Texas 75074  
Attention: Brent Kirby  
Email: bkirby@urbanoilandgas.com

ASSIGNEE'S ADDRESS:

UOG ABS ISSUER I, LLC  
1000 East 14th Street, Suite 300  
Plano, Texas 75074  
Attention: Brent Kirby  
Email: bkirby@urbanoilandgas.com





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URBAN FUND III, LP  
1000 East 14th Street, Suite 300  
Plano, Texas 75074  
Attention: Brent Kirby  
Email: bkirby@urbanoilandgas.com

With a copy to:

Kirkland & Ellis LLP  
609 Main Street, Suite 4500  
Houston, Texas 77002  
Attention: Chad M. Smith  
Isaac Bate  
Email: chad.smith@kirkland.com  
isaac.bate@kirkland.com

With a copy to:

Kirkland & Ellis LLP  
609 Main Street, Suite 4500  
Houston, Texas 77002  
Attention: Chad M. Smith  
Isaac Bate  
Email: chad.smith@kirkland.com  
isaac.bate@kirkland.com

THIS INSTRUMENT PREPARED BY/WHEN RECORDED RETURN TO:

Kirkland & Ellis LLP  
609 Main Street, Suite 4500  
Houston, Texas 77002  
Attention: Rizwan Popatia  
Email: rizwan.popatia@kirkland.com



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11/28/2023 11:00:31 AM FILED/CERT

## **Exhibit A-1**

**To that certain Conveyance, Assignment and Bill of Sale, dated March 27, 2023, by and among Urban Oil and Gas Partners B, LP (“UOGP B”), Urban Oil and Gas Partners B-1, LP (“UOGP B-1”), Urban Fund II, LP (“UF II”), UOG ABS Management I, LLC (“Holdco”), UOG ABS Intermediate I, LLC (“Intermediate”), UOG ABS Pledgor I, LLC (“Pledgor”), Urban Oil and Gas Partners C, LP (“UOGP C”), Urban Oil and Gas Partners C-1, LP (“UOGP C-1”), Urban Fund III, LP (“UF III”, and collectively with UOGP B, UOGP B-1, UF II, Holdco, Intermediate, Pledgor, UOGP C and UOGP C-1, “Assignors”), and UOG ABS Issuer I, LLC (“Assignee”)**

### **OPERATED WELLS**

*[Attached.]*





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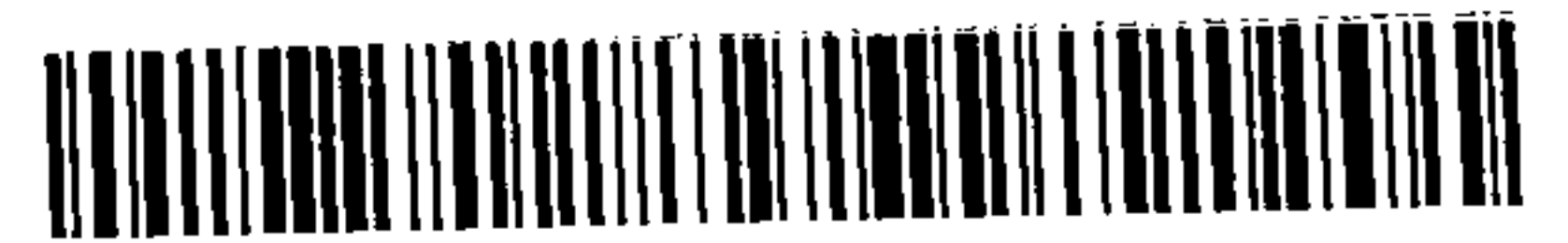
## EXHIBIT A-1 OPERATED WELLS

To that certain Conveyance, Assignment and Bill of Sale, dated March 27, 2023, by and among Urban Oil and Gas Partners B, LP ("UOGP B"), Urban Oil and Gas Partners B-1, LP ("UOGP B-1"), Urban Fund II, LP ("UF II"), UOG ABS Management I, LLC ("Holdco"), UOG ABS Intermediate I, LLC ("Intermediate"), UOG ABS Pledgor I, LLC ("Pledgor"), Urban Oil and Gas Partners C, LP ("UOGP C"), Urban Oil and Gas Partners C-1, LP ("UOGP C-1"), Urban Fund III, LP ("UF III", and collectively with UOGP B, UOGP B-1, UF II, Holdco, Intermediate, Pledgor, UOGP C and UOGP C-1, "Assignors"), and UOG ABS Issuer I, LLC ("Assignee")

Well Name	Unit	State	County	API14	Operated	Operator
CHAPMAN 34-03-547	GURNEE - ALL	AL	SHELBY	01117206700000	URBAN	URBAN OIL & GAS GROUP
RGGS 01-02-144	GURNEE - ALL	AL	SHELBY	01117205250101	URBAN	URBAN OIL & GAS GROUP
RGGS 01-04-162	GURNEE - ALL	AL	SHELBY	01117206240000	URBAN	URBAN OIL & GAS GROUP
RGGS 01-06-143	GURNEE - ALL	AL	SHELBY	01117205260000	URBAN	URBAN OIL & GAS GROUP
RGGS 01-07-560	GURNEE - ALL	AL	SHELBY	01117207910000	URBAN	URBAN OIL & GAS GROUP
RGGS 01-12-013	GURNEE - ALL	AL	SHELBY	01117205240000	URBAN	URBAN OIL & GAS GROUP
RGGS 02-05-447	GURNEE - ALL	AL	SHELBY	01117207890000	URBAN	URBAN OIL & GAS GROUP
RGGS 02-08-169	GURNEE - ALL	AL	SHELBY	01117206250000	URBAN	URBAN OIL & GAS GROUP
RGGS 02-09-016	GURNEE - ALL	AL	SHELBY	01117205540000	URBAN	URBAN OIL & GAS GROUP
RGGS 02-11-047	GURNEE - ALL	AL	SHELBY	01117206500000	URBAN	URBAN OIL & GAS GROUP
RGGS 02-14-163	GURNEE - ALL	AL	SHELBY	01117205550000	URBAN	URBAN OIL & GAS GROUP
RGGS 02-15-544	GURNEE - ALL	AL	SHELBY	01117206550000	URBAN	URBAN OIL & GAS GROUP
RGGS 05-04-001	GURNEE - ALL	AL	SHELBY	01117205440000	URBAN	URBAN OIL & GAS GROUP
RGGS 06-04-648	GURNEE - ALL	AL	SHELBY	01117208440000	URBAN	URBAN OIL & GAS GROUP
RGGS 07-06-146	GURNEE - ALL	AL	SHELBY	01117205450000	URBAN	URBAN OIL & GAS GROUP
RGGS 09-16-484	GURNEE - ALL	AL	SHELBY	01117207930000	URBAN	URBAN OIL & GAS GROUP
RGGS 10-02-237	GURNEE - ALL	AL	SHELBY	01117207050000	URBAN	URBAN OIL & GAS GROUP
RGGS 10-06-450	GURNEE - ALL	AL	SHELBY	01117207100000	URBAN	URBAN OIL & GAS GROUP
RGGS 10-08-150	GURNEE - ALL	AL	SHELBY	01117205560000	URBAN	URBAN OIL & GAS GROUP

Well Name	Unit	State	County	API14	Operated	Operator
RGGS 10-09-539	GURNEE - ALL	AL	SHELBY	01117206560000	URBAN	URBAN OIL & GAS GROUP
RGGS 10-10-559	GURNEE - ALL	AL	SHELBY	01117207730000	URBAN	URBAN OIL & GAS GROUP
RGGS 10-12-238	GURNEE - ALL	AL	SHELBY	01117207290000	URBAN	URBAN OIL & GAS GROUP
RGGS 10-14-046	GURNEE - ALL	AL	SHELBY	01117205470000	URBAN	URBAN OIL & GAS GROUP
RGGS 11-01-147	GURNEE - ALL	AL	SHELBY	01117205290000	URBAN	URBAN OIL & GAS GROUP
RGGS 11-04-545	GURNEE - ALL	AL	SHELBY	01117206670000	URBAN	URBAN OIL & GAS GROUP
RGGS 11-05-149	GURNEE - ALL	AL	SHELBY	01117205270000	URBAN	URBAN OIL & GAS GROUP
RGGS 11-14-558	GURNEE - ALL	AL	SHELBY	01117207710000	URBAN	URBAN OIL & GAS GROUP
RGGS 11-3-148A	GURNEE - ALL	AL	SHELBY	01117205510000	URBAN	URBAN OIL & GAS GROUP
RGGS 13-13-052	GURNEE - ALL	AL	SHELBY	01117206260000	URBAN	URBAN OIL & GAS GROUP
RGGS 14-01-134	GURNEE - ALL	AL	SHELBY	01117207720000	URBAN	URBAN OIL & GAS GROUP
RGGS 14-10-055	GURNEE - ALL	AL	SHELBY	01117205490000	URBAN	URBAN OIL & GAS GROUP
RGGS 15-03-543	GURNEE - ALL	AL	SHELBY	01117206620000	URBAN	URBAN OIL & GAS GROUP
RGGS 15-04-044	GURNEE - ALL	AL	SHELBY	01117205380000	URBAN	URBAN OIL & GAS GROUP
RGGS 15-09-651	GURNEE - ALL	AL	SHELBY	01117208530000	URBAN	URBAN OIL & GAS GROUP
RGGS 20-09-060	GURNEE - ALL	AL	SHELBY	01117207060000	URBAN	URBAN OIL & GAS GROUP
RGGS 20-16-170	GURNEE - ALL	AL	SHELBY	01117206510000	URBAN	URBAN OIL & GAS GROUP
RGGS 21-02-164	GURNEE - ALL	AL	SHELBY	01117205710000	URBAN	URBAN OIL & GAS GROUP
RGGS 21-03-075	GURNEE - ALL	AL	SHELBY	01117205810000	URBAN	URBAN OIL & GAS GROUP
RGGS 21-06-165	GURNEE - ALL	AL	SHELBY	01117208310000	URBAN	URBAN OIL & GAS GROUP
RGGS 21-12-076	GURNEE - ALL	AL	SHELBY	01117206740000	URBAN	URBAN OIL & GAS GROUP
RGGS 21-16-083	GURNEE - ALL	AL	SHELBY	01117205750000	URBAN	URBAN OIL & GAS GROUP
RGGS 22-01-652	GURNEE - ALL	AL	SHELBY	01117208560000	URBAN	URBAN OIL & GAS GROUP
RGGS 22-04-555	GURNEE - ALL	AL	SHELBY	01117208170000	URBAN	URBAN OIL & GAS GROUP





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Well Name	Unit	State	County	API14	Operated	Operator
RGGS 22-06-541	GURNEE - ALL	AL	SHELBY	01117206610000	URBAN	URBAN OIL & GAS GROUP
RGGS 22-11-542	GURNEE - ALL	AL	SHELBY	01117206630000	URBAN	URBAN OIL & GAS GROUP
RGGS 22-12-070	GURNEE - ALL	AL	SHELBY	01117205370000	URBAN	URBAN OIL & GAS GROUP
RGGS 22-14-090	GURNEE - ALL	AL	SHELBY	01117205300000	URBAN	URBAN OIL & GAS GROUP
RGGS 23-15-130	GURNEE - ALL	AL	SHELBY	01117208240000	URBAN	URBAN OIL & GAS GROUP
RGGS 24-06-105	GURNEE - ALL	AL	SHELBY	01117205970000	URBAN	URBAN OIL & GAS GROUP
RGGS 24-12-106	GURNEE - ALL	AL	SHELBY	01117205980000	URBAN	URBAN OIL & GAS GROUP
RGGS 24-14-104	GURNEE - ALL	AL	SHELBY	01117205960000	URBAN	URBAN OIL & GAS GROUP
RGGS 26-14-112	GURNEE - ALL	AL	SHELBY	01117205390000	URBAN	URBAN OIL & GAS GROUP
RGGS 26-16-127	GURNEE - ALL	AL	SHELBY	01117206440000	URBAN	URBAN OIL & GAS GROUP
RGGS 27-01-120	GURNEE - ALL	AL	SHELBY	01117206600000	URBAN	URBAN OIL & GAS GROUP
RGGS 27-04-082	GURNEE - ALL	AL	SHELBY	01117205910000	URBAN	URBAN OIL & GAS GROUP
RGGS 27-05-540	GURNEE - ALL	AL	SHELBY	01117206540000	URBAN	URBAN OIL & GAS GROUP
RGGS 27-13-129	GURNEE - ALL	AL	SHELBY	01117207900000	URBAN	URBAN OIL & GAS GROUP
RGGS 28-02-085	GURNEE - ALL	AL	SHELBY	01117205690000	URBAN	URBAN OIL & GAS GROUP
RGGS 28-09-079	GURNEE - ALL	AL	SHELBY	01117205480000	URBAN	URBAN OIL & GAS GROUP
RGGS 28-13-168	GURNEE - ALL	AL	SHELBY	01117207030000	URBAN	URBAN OIL & GAS GROUP
RGGS 28-16-087	GURNEE - ALL	AL	SHELBY	01117205310000	URBAN	URBAN OIL & GAS GROUP
RGGS 29-02-171	GURNEE - ALL	AL	SHELBY	01117207200000	URBAN	URBAN OIL & GAS GROUP
RGGS 29-03-243	GURNEE - ALL	AL	SHELBY	01117207020000	URBAN	URBAN OIL & GAS GROUP
RGGS 29-05-244	GURNEE - ALL	AL	SHELBY	01117207280000	URBAN	URBAN OIL & GAS GROUP
RGGS 29-08-077	GURNEE - ALL	AL	SHELBY	01117206110000	URBAN	URBAN OIL & GAS GROUP
RGGS 29-10-074	GURNEE - ALL	AL	SHELBY	01117208540000	URBAN	URBAN OIL & GAS GROUP
RGGS 29-12-245	GURNEE - ALL	AL	SHELBY	01117207190000	URBAN	URBAN OIL & GAS GROUP

Well Name	Unit	State	County	API14	Operated	Operator
RGGS 29-14-174	GURNEE - ALL	AL	SHELBY	01117206690000	URBAN	URBAN OIL & GAS GROUP
RGGS 29-14-653	GURNEE - ALL	AL	SHELBY	01117208550000	URBAN	URBAN OIL & GAS GROUP
RGGS 29-16-175	GURNEE - ALL	AL	SHELBY	01117208520000	URBAN	URBAN OIL & GAS GROUP
RGGS 30-16-246	GURNEE - ALL	AL	SHELBY	01117207210000	URBAN	URBAN OIL & GAS GROUP
RGGS 31-01-248	GURNEE - ALL	AL	SHELBY	01117206910000	URBAN	URBAN OIL & GAS GROUP
RGGS 31-02-172	GURNEE - ALL	AL	SHELBY	01117206090000	URBAN	URBAN OIL & GAS GROUP
RGGS 31-03-137	GURNEE - ALL	AL	SHELBY	01117207820000	URBAN	URBAN OIL & GAS GROUP
RGGS 31-03-234	GURNEE - ALL	AL	SHELBY	01117206680000	URBAN	URBAN OIL & GAS GROUP
RGGS 31-06-173	GURNEE - ALL	AL	SHELBY	01117205950000	URBAN	URBAN OIL & GAS GROUP
RGGS 31-07-131	GURNEE - ALL	AL	SHELBY	01117207870000	URBAN	URBAN OIL & GAS GROUP
RGGS 31-07-645	GURNEE - ALL	AL	SHELBY	01117208460000	URBAN	URBAN OIL & GAS GROUP
RGGS 31-08-158	GURNEE - ALL	AL	SHELBY	01117205840000	URBAN	URBAN OIL & GAS GROUP
RGGS 31-08-247	GURNEE - ALL	AL	SHELBY	01117207010000	URBAN	URBAN OIL & GAS GROUP
RGGS 31-09-649	GURNEE - ALL	AL	SHELBY	01117208510000	URBAN	URBAN OIL & GAS GROUP
RGGS 31-10-159	GURNEE - ALL	AL	SHELBY	01117205820000	URBAN	URBAN OIL & GAS GROUP
RGGS 31-10-249	GURNEE - ALL	AL	SHELBY	01117206900000	URBAN	URBAN OIL & GAS GROUP
RGGS 31-11-135 A	GURNEE - ALL	AL	SHELBY	01117207940000	URBAN	URBAN OIL & GAS GROUP
RGGS 31-12-160	GURNEE - ALL	AL	SHELBY	01117205830000	URBAN	URBAN OIL & GAS GROUP
RGGS 31-12-646	GURNEE - ALL	AL	SHELBY	01117208450000	URBAN	URBAN OIL & GAS GROUP
RGGS 31-14-152	GURNEE - ALL	AL	SHELBY	01117205520000	URBAN	URBAN OIL & GAS GROUP
RGGS 31-16-153	GURNEE - ALL	AL	SHELBY	01117205570000	URBAN	URBAN OIL & GAS GROUP
RGGS 32-01-642	GURNEE - ALL	AL	SHELBY	01117208480000	URBAN	URBAN OIL & GAS GROUP
RGGS 32-02-176	GURNEE - ALL	AL	SHELBY	01117206100000	URBAN	URBAN OIL & GAS GROUP
RGGS 32-03-177	GURNEE - ALL	AL	SHELBY	01117206310000	URBAN	URBAN OIL & GAS GROUP





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RGGS 32-04-136	GURNEE - ALL	AL	SHELBY	01117207860000	URBAN	URBAN OIL & GAS GROUP
RGGS 32-06-178	GURNEE - ALL	AL	SHELBY	01117206320000	URBAN	URBAN OIL & GAS GROUP
RGGS 32-06-641	GURNEE - ALL	AL	SHELBY	01117208400000	URBAN	URBAN OIL & GAS GROUP
RGGS 32-07-561	GURNEE - ALL	AL	SHELBY	01117207850000	URBAN	URBAN OIL & GAS GROUP
RGGS 32-08-179	GURNEE - ALL	AL	SHELBY	01117206480000	URBAN	URBAN OIL & GAS GROUP
RGGS 32-09-180	GURNEE - ALL	AL	SHELBY	01117206340000	URBAN	URBAN OIL & GAS GROUP
RGGS 32-10-643	GURNEE - ALL	AL	SHELBY	01117208500000	URBAN	URBAN OIL & GAS GROUP
RGGS 32-10-644	GURNEE - ALL	AL	SHELBY	01117208490000	URBAN	URBAN OIL & GAS GROUP
RGGS 32-12-181	GURNEE - ALL	AL	SHELBY	01117206330000	URBAN	URBAN OIL & GAS GROUP
RGGS 33-02-086	GURNEE - ALL	AL	SHELBY	01117205320000	URBAN	URBAN OIL & GAS GROUP
RGGS 33-04-155 A	GURNEE - ALL	AL	SHELBY	01117206490000	URBAN	URBAN OIL & GAS GROUP
RGGS 33-05-552	GURNEE - ALL	AL	SHELBY	01117207840000	URBAN	URBAN OIL & GAS GROUP
RGGS 33-06-156	GURNEE - ALL	AL	SHELBY	01117205670000	URBAN	URBAN OIL & GAS GROUP
RGGS 33-07-546	GURNEE - ALL	AL	SHELBY	01117207410000	URBAN	URBAN OIL & GAS GROUP
RGGS 33-08-089	GURNEE - ALL	AL	SHELBY	01117205330000	URBAN	URBAN OIL & GAS GROUP
RGGS 33-09-553	GURNEE - ALL	AL	SHELBY	01117207880000	URBAN	URBAN OIL & GAS GROUP
RGGS 33-10-080	GURNEE - ALL	AL	SHELBY	01117205590000	URBAN	URBAN OIL & GAS GROUP
RGGS 33-11-088	GURNEE - ALL	AL	SHELBY	01117205360000	URBAN	URBAN OIL & GAS GROUP
RGGS 33-12-640	GURNEE - ALL	AL	SHELBY	01117208420000	URBAN	URBAN OIL & GAS GROUP
RGGS 33-14-157	GURNEE - ALL	AL	SHELBY	01117205600000	URBAN	URBAN OIL & GAS GROUP
RGGS 33-16-145	GURNEE - ALL	AL	SHELBY	01117205400000	URBAN	URBAN OIL & GAS GROUP
RGGS 34-02-128	GURNEE - ALL	AL	SHELBY	01117205410000	URBAN	URBAN OIL & GAS GROUP
RGGS 34-04-091	GURNEE - ALL	AL	SHELBY	01117205350000	URBAN	URBAN OIL & GAS GROUP
RGGS 34-06-094	GURNEE - ALL	AL	SHELBY	01117205430000	URBAN	URBAN OIL & GAS GROUP



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RGGS 34-08-98	GURNEE - ALL	AL	SHELBY	01117205530000	URBAN	URBAN OIL & GAS GROUP
RGGS 34-10-095	GURNEE - ALL	AL	SHELBY	01117205420000	URBAN	URBAN OIL & GAS GROUP
RGGS 34-12-096	GURNEE - ALL	AL	SHELBY	01117205340000	URBAN	URBAN OIL & GAS GROUP
RGGS 34-13-138	GURNEE - ALL	AL	SHELBY	01117207430000	URBAN	URBAN OIL & GAS GROUP
RGGS 35-02-101	GURNEE - ALL	AL	SHELBY	01117205580000	URBAN	URBAN OIL & GAS GROUP
RGGS 35-04-099	GURNEE - ALL	AL	SHELBY	01117205630000	URBAN	URBAN OIL & GAS GROUP
RGGS 35-06-102	GURNEE - ALL	AL	SHELBY	01117205640000	URBAN	URBAN OIL & GAS GROUP
RGGS 35-12-097	GURNEE - ALL	AL	SHELBY	01117205650000	URBAN	URBAN OIL & GAS GROUP
RGGS 36-08-235	GURNEE - ALL	AL	SHELBY	01117207920000	URBAN	URBAN OIL & GAS GROUP
RGGS 36-13-443	GURNEE - ALL	AL	SHELBY	01117207420000	URBAN	URBAN OIL & GAS GROUP
RGGS 36-14-442	GURNEE - ALL	AL	SHELBY	01117207440000	URBAN	URBAN OIL & GAS GROUP
RGGS 36-15-161	GURNEE - ALL	AL	SHELBY	01117205800000	URBAN	URBAN OIL & GAS GROUP
RGGS 36-16-548	GURNEE - ALL	AL	SHELBY	01117206750000	URBAN	URBAN OIL & GAS GROUP
SEGCO-KCB 15-13-554	GURNEE - ALL	AL	SHELBY	01117208410000	URBAN	URBAN OIL & GAS GROUP
SEGCO-KCB 15-14-68	GURNEE - ALL	AL	SHELBY	01117208320000	URBAN	URBAN OIL & GAS GROUP
SEGCO-KCB 16-15-557	GURNEE - ALL	AL	SHELBY	01117208430000	URBAN	URBAN OIL & GAS GROUP
SEGCO-KCB 16-16-556	GURNEE - ALL	AL	SHELBY	01117208290000	URBAN	URBAN OIL & GAS GROUP
USS 01-08-008	GURNEE - ALL	AL	SHELBY	01117205120000	URBAN	URBAN OIL & GAS GROUP
USS 01-10-011	GURNEE - ALL	AL	SHELBY	01117204910000	URBAN	URBAN OIL & GAS GROUP
USS 01-14-012	GURNEE - ALL	AL	SHELBY	01117204870000	URBAN	URBAN OIL & GAS GROUP
USS 01-16-09	GURNEE - ALL	AL	SHELBY	01117204840000	URBAN	URBAN OIL & GAS GROUP
USS 02-16-017	GURNEE - ALL	AL	SHELBY	01117204900000	URBAN	URBAN OIL & GAS GROUP
USS 06-02-002	GURNEE - ALL	AL	SHELBY	01117205230000	URBAN	URBAN OIL & GAS GROUP
USS 06-04-006	GURNEE - ALL	AL	SHELBY	01117205170000	URBAN	URBAN OIL & GAS GROUP





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Well Name	Unit	State	County	API14	Operated	Operator
USS 06-06-004	GURNEE - ALL	AL	SHELBY	01117205190000	URBAN	URBAN OIL & GAS GROUP
USS 06-08-003	GURNEE - ALL	AL	SHELBY	01117205200000	URBAN	URBAN OIL & GAS GROUP
USS 06-10-005	GURNEE - ALL	AL	SHELBY	01117205180000	URBAN	URBAN OIL & GAS GROUP
USS 06-12-007	GURNEE - ALL	AL	SHELBY	01117205160000	URBAN	URBAN OIL & GAS GROUP
USS 06-14-025	GURNEE - ALL	AL	SHELBY	01117205150000	URBAN	URBAN OIL & GAS GROUP
USS 07-02-026	GURNEE - ALL	AL	SHELBY	01117205210000	URBAN	URBAN OIL & GAS GROUP
USS 07-04-24	GURNEE - ALL	AL	SHELBY	01117204980000	URBAN	URBAN OIL & GAS GROUP
USS 07-10-141	GURNEE - ALL	AL	SHELBY	01117205100000	URBAN	URBAN OIL & GAS GROUP
USS 07-12-021	GURNEE - ALL	AL	SHELBY	01117204920000	URBAN	URBAN OIL & GAS GROUP
USS 07-14-022	GURNEE - ALL	AL	SHELBY	01117205220000	URBAN	URBAN OIL & GAS GROUP
USS 10-09-043	GURNEE - ALL	AL	SHELBY	01117204860000	URBAN	URBAN OIL & GAS GROUP
USS 10-16-042	GURNEE - ALL	AL	SHELBY	01117204540000	URBAN	URBAN OIL & GAS GROUP
USS 11-07-039	GURNEE - ALL	AL	SHELBY	01117204570000	URBAN	URBAN OIL & GAS GROUP
USS 11-09-18	GURNEE - ALL	AL	SHELBY	01117204830000	URBAN	URBAN OIL & GAS GROUP
USS 11-11-038	GURNEE - ALL	AL	SHELBY	01117204580000	URBAN	URBAN OIL & GAS GROUP
USS 11-13-040	GURNEE - ALL	AL	SHELBY	01117204590000	URBAN	URBAN OIL & GAS GROUP
USS 11-16-034	GURNEE - ALL	AL	SHELBY	01117204530000	URBAN	URBAN OIL & GAS GROUP
USS 12-02-010	GURNEE - ALL	AL	SHELBY	01117204720000	URBAN	URBAN OIL & GAS GROUP
USS 12-04-015	GURNEE - ALL	AL	SHELBY	01117204600000	URBAN	URBAN OIL & GAS GROUP
USS 12-06-014	GURNEE - ALL	AL	SHELBY	01117204620000	URBAN	URBAN OIL & GAS GROUP
USS 12-08-023	GURNEE - ALL	AL	SHELBY	01117204730000	URBAN	URBAN OIL & GAS GROUP
USS 12-12-019A	GURNEE - ALL	AL	SHELBY	01117204890000	URBAN	URBAN OIL & GAS GROUP
USS 12-14-031	GURNEE - ALL	AL	SHELBY	01117204610000	URBAN	URBAN OIL & GAS GROUP
USS 12-16-020	GURNEE - ALL	AL	SHELBY	01117204850000	URBAN	URBAN OIL & GAS GROUP



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Well Name	Unit	State	County	API14	Operated	Operator
USS 13-04-033	GURNEE - ALL	AL	SHELBY	01117204630000	URBAN	URBAN OIL & GAS GROUP
USS 14-02-037	GURNEE - ALL	AL	SHELBY	01117204550000	URBAN	URBAN OIL & GAS GROUP
USS 14-08-035	GURNEE - ALL	AL	SHELBY	01117204640000	URBAN	URBAN OIL & GAS GROUP
USS 15-02-051	GURNEE - ALL	AL	SHELBY	01117204560000	URBAN	URBAN OIL & GAS GROUP
USS 15-05-140	GURNEE - ALL	AL	SHELBY	01117204970000	URBAN	URBAN OIL & GAS GROUP
USS 15-07-049	GURNEE - ALL	AL	SHELBY	01117204490000	URBAN	URBAN OIL & GAS GROUP
USS 15-08-048	GURNEE - ALL	AL	SHELBY	01117204500000	URBAN	URBAN OIL & GAS GROUP
USS 15-10-063	GURNEE - ALL	AL	SHELBY	01117204710000	URBAN	URBAN OIL & GAS GROUP
USS 15-11-050	GURNEE - ALL	AL	SHELBY	01117204510000	URBAN	URBAN OIL & GAS GROUP
USS 15-16-062	GURNEE - ALL	AL	SHELBY	01117204930000	URBAN	URBAN OIL & GAS GROUP
USS 2-12-01	GURNEE - ALL	AL	SHELBY	01117204520000	URBAN	GEOMET, INC.
USS 22-02-061	GURNEE - ALL	AL	SHELBY	01117204950000	URBAN	URBAN OIL & GAS GROUP
USS 22-03-069	GURNEE - ALL	AL	SHELBY	01117204940000	URBAN	URBAN OIL & GAS GROUP
USS 22-05-071	GURNEE - ALL	AL	SHELBY	01117204990000	URBAN	URBAN OIL & GAS GROUP
USS 22-07-067	GURNEE - ALL	AL	SHELBY	01117205000000	URBAN	URBAN OIL & GAS GROUP
USS 22-08-125	GURNEE - ALL	AL	SHELBY	01117204700000	URBAN	URBAN OIL & GAS GROUP
USS 22-10-139	GURNEE - ALL	AL	SHELBY	01117204800000	URBAN	URBAN OIL & GAS GROUP
USS 22-16-122	GURNEE - ALL	AL	SHELBY	01117204810000	URBAN	URBAN OIL & GAS GROUP
USS 23-02-059	GURNEE - ALL	AL	SHELBY	01117204660000	URBAN	URBAN OIL & GAS GROUP
USS 23-04-066	GURNEE - ALL	AL	SHELBY	01117204680000	URBAN	URBAN OIL & GAS GROUP
USS 23-06-058	GURNEE - ALL	AL	SHELBY	01117204650000	URBAN	URBAN OIL & GAS GROUP
USS 23-08-057	GURNEE - ALL	AL	SHELBY	01117204670000	URBAN	URBAN OIL & GAS GROUP
USS 23-10-111	GURNEE - ALL	AL	SHELBY	01117204780000	URBAN	URBAN OIL & GAS GROUP
USS 23-12-123	GURNEE - ALL	AL	SHELBY	01117204690000	URBAN	URBAN OIL & GAS GROUP





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Well Name	Unit	State	County	API14	Operated	Operator
USS 23-14-121	GURNEE - ALL	AL	SHELBY	01117204880000	URBAN	URBAN OIL & GAS GROUP
USS 23-16-110	GURNEE - ALL	AL	SHELBY	01117204790000	URBAN	URBAN OIL & GAS GROUP
USS 24-04-056	GURNEE - ALL	AL	SHELBY	01117204960000	URBAN	URBAN OIL & GAS GROUP
USS 26-02-109	GURNEE - ALL	AL	SHELBY	01117204760000	URBAN	URBAN OIL & GAS GROUP
USS 26-04-126	GURNEE - ALL	AL	SHELBY	01117204740000	URBAN	URBAN OIL & GAS GROUP
USS 26-06-114	GURNEE - ALL	AL	SHELBY	01117205500000	URBAN	URBAN OIL & GAS GROUP
USS 26-08-108	GURNEE - ALL	AL	SHELBY	01117204770000	URBAN	URBAN OIL & GAS GROUP
USS 26-10-107	GURNEE - ALL	AL	SHELBY	01117205070000	URBAN	URBAN OIL & GAS GROUP
USS 26-12-113	GURNEE - ALL	AL	SHELBY	01117205110000	URBAN	URBAN OIL & GAS GROUP
USS 27-02-119	GURNEE - ALL	AL	SHELBY	01117205010000	URBAN	URBAN OIL & GAS GROUP
USS 27-06-118	GURNEE - ALL	AL	SHELBY	01117205040000	URBAN	URBAN OIL & GAS GROUP
USS 27-08-117	GURNEE - ALL	AL	SHELBY	01117205030000	URBAN	URBAN OIL & GAS GROUP
USS 27-10-116	GURNEE - ALL	AL	SHELBY	01117205080000	URBAN	URBAN OIL & GAS GROUP
USS 27-12-092	GURNEE - ALL	AL	SHELBY	01117205050000	URBAN	URBAN OIL & GAS GROUP
USS 27-14-093	GURNEE - ALL	AL	SHELBY	01117205060000	URBAN	URBAN OIL & GAS GROUP
USS 27-16-115	GURNEE - ALL	AL	SHELBY	01117205020000	URBAN	URBAN OIL & GAS GROUP



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## **Exhibit A-2**

**To that certain Conveyance, Assignment and Bill of Sale, dated March 27, 2023, by and among Urban Oil and Gas Partners B, LP (“UOGP B”), Urban Oil and Gas Partners B-1, LP (“UOGP B-1”), Urban Fund II, LP (“UF II”), UOG ABS Management I, LLC (“Holdco”), UOG ABS Intermediate I, LLC (“Intermediate”), UOG ABS Pledgor I, LLC (“Pledgor”), Urban Oil and Gas Partners C, LP (“UOGP C”), Urban Oil and Gas Partners C-1, LP (“UOGP C-1”), Urban Fund III, LP (“UF III”, and collectively with UOGP B, UOGP B-1, UF II, Holdco, Intermediate, Pledgor, UOGP C and UOGP C-1, “Assignors”), and UOG ABS Issuer I, LLC (“Assignee”)**

### **NON-OPERATED WELLS**

None.





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### **Exhibit A-3**

**To that certain Conveyance, Assignment and Bill of Sale, dated March 27, 2023, by and among Urban Oil and Gas Partners B, LP (“UOGP B”), Urban Oil and Gas Partners B-1, LP (“UOGP B-1”), Urban Fund II, LP (“UF II”), UOG ABS Management I, LLC (“Holdco”), UOG ABS Intermediate I, LLC (“Intermediate”), UOG ABS Pledgor I, LLC (“Pledgor”), Urban Oil and Gas Partners C, LP (“UOGP C”), Urban Oil and Gas Partners C-1, LP (“UOGP C-1”), Urban Fund III, LP (“UF III”, and collectively with UOGP B, UOGP B-1, UF II, Holdco, Intermediate, Pledgor, UOGP C and UOGP C-1, “Assignors”), and UOG ABS Issuer I, LLC (“Assignee”)**

### **LEASES**

*[Attached.]*



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**EXHIBIT A-3  
LEASES**

To that certain Conveyance, Assignment and Bill of Sale, dated March 27, 2023, by and among Urban Oil and Gas Partners B, LP ("UOGP B"), Urban Oil and Gas Partners B-1, LP ("UOGP B-1"), Urban Fund II, LP ("UF II"), UOG ABS Management I, LLC ("Holdco"), UOG ABS Intermediate I, LLC ("Intermediate"), UOG ABS Pledgor I, LLC ("Pledgor"), Urban Oil and Gas Partners C, LP ("UOGP C"), Urban Oil and Gas Partners C-1, LP ("UOGP C-1"), Urban Fund III, LP ("UF III", and collectively with UOGP B, UOGP B-1, UF II, Holdco, Intermediate, Pledgor, UOGP C and UOGP C-1, "Assignors"), and UOG ABS Issuer I, LLC ("Assignee")

Lessor	Lessee	Date	SEC	TWN	RNG	Legal Description	County	State	Book	Page
UNITED STATES STEEL, LLC (LESSOR'S MINERAL OWNERSHIP IS NOW OWNED BY RGGS LAND & MINERALS, LTD)	GEOMET, INC.	5/8/2002	N/A	N/A	N/A		SHELBY	AL	2002	625000299180
THOMAS EDWARD CHAPMAN, JR.	GEOMET, INC.	9/27/2004	N/A	N/A	N/A		SHELBY	AL	2005	264400
KATHERINE C. MCRAE	GEOMET, INC.	9/27/2004	N/A	N/A	N/A		SHELBY	AL	2005	264450
PATRICIA C. LATHAM, ET AL	GEOMET, INC.	6/15/2005	N/A	N/A	N/A		SHELBY	AL	2005	361250
NICKI JONES KENNEDY, ET VIR	GEOMET, INC.	4/5/2005	N/A	N/A	N/A		SHELBY	AL	2005	527000258400
SIMON G. JONES, IV	GEOMET, INC.	4/5/2005	N/A	N/A	N/A		SHELBY	AL	2005	527000258400
STATE OF ALABAMA (CBM LEASE NO. 47)	GEOMET, INC.	8/28/2006	N/A	N/A	N/A		SHELBY	AL	2006	1221000622700
STATE OF ALABAMA (CBM LEASE NO. 45)	GEOMET, INC.	8/28/2006	N/A	N/A	N/A		SHELBY	AL	2006	1221000622600
STATE OF ALABAMA (CBM LEASE NO. 46)	GEOMET, INC.	8/28/2006	N/A	N/A	N/A		SHELBY	AL	2006	1221000622600
ALABAMA POWER COMPANY AND SOUTHERN ELECTRIC GENERATING COMPANY (SEGCO)	CDX SEQUOYA, LLC, ET AL (NOW GEOMET VIA PARTIAL ASSIGNMENT)	N/A	N/A	N/A	N/A		SHELBY	AL	2006	1215000611770
BOWATER ALABAMA INC.	CDX SEQUOYA, LLC (NOW GEOMET VIA PARTIAL ASSIGNMENT)	10/2/2004	N/A	N/A	N/A		SHELBY	AL	2006	1215000611770
KIMBERLY-CLARK CORPORATION	CDX SEQUOYA, LLC, ET AL (NOW GEOMET VIA PARTIAL ASSIGNMENT)	N/A	N/A	N/A	N/A		SHELBY	AL	2006	1215000611770





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**Exhibit A-4**

**To that certain Conveyance, Assignment and Bill of Sale, dated March 27, 2023, by and among Urban Oil and Gas Partners B, LP (“UOGP B”), Urban Oil and Gas Partners B-1, LP (“UOGP B-1”), Urban Fund II, LP (“UF II”), UOG ABS Management I, LLC (“Holdco”), UOG ABS Intermediate I, LLC (“Intermediate”), UOG ABS Pledgor I, LLC (“Pledgor”), Urban Oil and Gas Partners C, LP (“UOGP C”), Urban Oil and Gas Partners C-1, LP (“UOGP C-1”), Urban Fund III, LP (“UF III”, and collectively with UOGP B, UOGP B-1, UF II, Holdco, Intermediate, Pledgor, UOGP C and UOGP C-1, “Assignors”), and UOG ABS Issuer I, LLC (“Assignee”)**

**MINERAL INTERESTS**

None.



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## **Exhibit B-1**

**To that certain Conveyance, Assignment and Bill of Sale, dated March 27, 2023, by and among Urban Oil and Gas Partners B, LP (“UOGP B”), Urban Oil and Gas Partners B-1, LP (“UOGP B-1”), Urban Fund II, LP (“UF II”), UOG ABS Management I, LLC (“Holdco”), UOG ABS Intermediate I, LLC (“Intermediate”), UOG ABS Pledgor I, LLC (“Pledgor”), Urban Oil and Gas Partners C, LP (“UOGP C”), Urban Oil and Gas Partners C-1, LP (“UOGP C-1”), Urban Fund III, LP (“UF III”, and collectively with UOGP B, UOGP B-1, UF II, Holdco, Intermediate, Pledgor, UOGP C and UOGP C-1, “Assignors”), and UOG ABS Issuer I, LLC (“Assignee”)**

### **OPERATED ROW INTERESTS**

*[Attached.]*





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**EXHIBIT B-1  
OPERATED ROWS**

To that certain Conveyance, Assignment and Bill of Sale, dated March 27, 2023, by and among Urban Oil and Gas Partners B, LP ("UOGP B"), Urban Oil and Gas Partners B-1, LP ("UOGP B-1"), Urban Fund II, LP ("UF II"), UOG ABS Management I, LLC ("Holdco"), UOG ABS Intermediate I, LLC ("Intermediate"), UOG ABS Pledgor I, LLC ("Pledgor"), Urban Oil and Gas Partners C, LP ("UOGP C"), Urban Oil and Gas Partners C-1, LP ("UOGP C-1"), Urban Fund III, LP ("UF III", and collectively with UOGP B, UOGP B-1, UF II, Holdco, Intermediate, Pledgor, UOGP C and UOGP C-1, "Assignors"), and UOG ABS Issuer I, LLC ("Assignee")

Instrument	Party 1	Party 2	Date	Description	County	State	BK/PG
ROW	GEOMET, INC	UNITED STATES STEEL, LLC	01/01/2009		SHELBY	AL	
ROW	GEOMET, INC	SOUTHERN ELECTRIC GENERATING COMPANY	03/14/2005		SHELBY	AL	
ROW	GEOMET, INC	LEE M PEARSON, ETUX	03/23/2005		SHELBY	AL	
ROW	GEOMET, INC	STATE OF ALABAMA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, DIVISION OF STATE LANDS	08/22/2012		SHELBY	AL	
ROW	LEE M PEARSON, ETUX	GEOMET, INC	03/23/2005		SHELBY	AL	
ROW	SOUTHERN ELECTRIC GENERATING COMPANY	GEOMET, INC	03/14/2005		SHELBY	AL	
ROW	STATE OF ALABAMA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, DIVISION OF STATE LANDS	GEOMET, INC	08/22/2012		SHELBY	AL	
ROW	UNITED STATES STEEL, LLC	GEOMET, INC	01/01/2009		SHELBY	AL	
ROW	GEOMET, INC	JOHN HANCOCK LIFE INSURANCE COMPANY	03/26/2007		SHELBY/BIBB	AL	
ROW	GEOMET, INC	JOHN HANCOCK LIFE INSURANCE COMPANY	09/09/2005		SHELBY/BIBB	AL	
ROW	JOHN HANCOCK LIFE INSURANCE COMPANY	GEOMET, INC	03/26/2007		SHELBY/BIBB	AL	
ROW	JOHN HANCOCK LIFE INSURANCE COMPANY	GEOMET, INC	09/09/2005		SHELBY/BIBB	AL	



20231128000344050 38/38 \$147.00  
Shelby Cnty Judge of Probate, AL  
11/28/2023 11:00:31 AM FILED/CERT

**Exhibit B-2**

**To that certain Conveyance, Assignment and Bill of Sale, dated March 27, 2023, by and among Urban Oil and Gas Partners B, LP (“UOGP B”), Urban Oil and Gas Partners B-1, LP (“UOGP B-1”), Urban Fund II, LP (“UF II”), UOG ABS Management I, LLC (“Holdco”), UOG ABS Intermediate I, LLC (“Intermediate”), UOG ABS Pledgor I, LLC (“Pledgor”), Urban Oil and Gas Partners C, LP (“UOGP C”), Urban Oil and Gas Partners C-1, LP (“UOGP C-1”), Urban Fund III, LP (“UF III”, and collectively with UOGP B, UOGP B-1, UF II, Holdco, Intermediate, Pledgor, UOGP C and UOGP C-1, “Assignors”), and UOG ABS Issuer I, LLC (“Assignee”)**

**NON-OPERATED ROW INTERESTS**

None.