

Prepared by and after recording return to:

Attention: Rizwan Popatia
Kirkland & Ellis, LLP
609 Main Street
Houston, TX 77002



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**MORTGAGE,
ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT AND
FIXTURE FILING**

MADE BY

UOG ABS ISSUER I, LLC, as Mortgagor

to

**UMB BANK, N.A.
as Mortgagee**

Dated as of: March 27, 2023

THIS MORTGAGE IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS AS A FIXTURE FILING IN ACCORDANCE WITH THE ALABAMA UNIFORM COMMERCIAL CODE.

THE NAMES OF THE DEBTOR AND THE SECURED PARTY, THE MAILING ADDRESS OF THE SECURED PARTY FROM WHICH INFORMATION CONCERNING THE SECURITY INTEREST MAY BE OBTAINED, THE MAILING ADDRESS OF THE DEBTOR AND A STATEMENT INDICATING THE TYPES, OR DESCRIBING THE ITEMS, OF COLLATERAL, ARE AS DESCRIBED IN SECTION 8.1 HEREOF.

Source of Title: The sources of title for this instrument are those leases set forth in the Exhibits attached hereto. All such references in the Exhibits attached hereto are to the Deed Book or Real Book of the applicable county.

Notice: This instrument contains, *inter alia*, obligations which may provide for:

- (a) a variable rate of interest and/or
- (b) future and/or revolving credit advances or readvances, which when made, shall have the same priority as advances or readvances made on the date hereof whether or not (i) any advances or readvances were made on the date hereof and (ii) any indebtedness is outstanding at the time any advance or readvance is made.

**MORTGAGE,
ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT AND
FIXTURE FILING**

THIS MORTGAGE, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT AND FIXTURE FILING (as the same may be amended, restated or extended from time to time, this “*Mortgage*”) is made as of March 27, 2023, by UOG ABS ISSUER I, LLC, a Delaware limited liability company (“*Mortgagor*”) whose address is 1000 East 14th Street, Suite 300, Plano, Texas 75074, in favor of UMB BANK, N.A., a national banking association, (together with its successors and assigns, “*Mortgagee*”), whose address is 100 William Street, Suite 1850, New York, NY 10038.

RECITALS:

WHEREAS, reference is made to that certain Indenture, dated as of the date hereof (as the same may be amended, supplemented, restated or otherwise modified from time to time, the “*Indenture*”; capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Indenture), by and between Mortgagor, as issuer, and Mortgagee, as indenture trustee, pursuant to which, upon the terms and conditions stated therein, the Mortgagor issued the Notes;

WHEREAS, on the date hereof, the Mortgagor, UOG ABS Pledgor I, LLC, a Delaware limited liability company, UOG ABS Intermediate I, LLC, a Delaware limited liability company and the Purchasers (as defined in the Note Purchase Agreement) party thereto executed that certain Note Purchase Agreement (as the same may be amended, amended and restated, supplemented, restated or otherwise modified from time to time, the “*Note Purchase Agreement*”), pursuant to which, upon the terms and conditions stated therein, the Purchasers agreed to purchase the Notes from the Mortgagor;

WHEREAS, the Mortgagee and the Secured Parties have conditioned their obligations under the Indenture, the Notes, the Note Purchase Agreement, the Hedge Agreements, this Mortgage, the Precautionary Mortgage, any other security instrument and any other instrument or agreement giving rise to the Obligations (the “*Note Documents*”) upon the execution and delivery by the Mortgagor of this Mortgage, and the Mortgagor has agreed to enter into this Mortgage to secure the Obligations owing to the Mortgagee and the Secured Parties under the Note Documents;

WHEREAS, the Mortgagor and certain Hedge Counterparties have entered into or may hereafter enter into certain Hedge Agreements, and the Mortgagor has agreed to enter into this

Mortgage to secure the Secured Obligations owing to the Hedge Counterparties under the Hedge Agreements and

WHEREAS, Mortgagor acknowledges that Mortgagee is willing to enter into the Indenture and to grant such financial accommodations to Mortgagor only upon certain terms and conditions, one of which is that Mortgagor execute and deliver this Mortgage.

WHEREAS, this Mortgage is made to secure and enforce the payment and performance of the following obligations, indebtedness and liabilities, the aggregate principal amount of which does not exceed \$330,000,000 (collectively, the "**Obligations**"): (a) the full performance and payment when due of all obligations, covenants, agreements, warranties, indemnities and undertakings of and by Mortgagor from time to time owing to (i) Mortgagee under the Note Documents and the Basic Documents and (ii) the Hedge Counterparties under the Hedge Agreements; (b) any sums advanced or expenses or costs incurred by Mortgagee (or any receiver appointed hereunder) which are made or incurred pursuant to, or permitted by, the terms hereof, plus interest thereon at the rate herein specified or otherwise agreed upon, from the date of the advances or the incurring of such expenses or costs until reimbursed; (c) any and all damages that may be owed by Mortgagor to Mortgagee as a result of any breach, default or rejection by Mortgagor of the Basic Documents or any provision thereof, but subject to all limitations of liability provided therein; and (d) without limiting the generality of the foregoing, all post-petition interest, expenses, and other duties, damages and liabilities with respect to indebtedness or other obligations described in clauses (a) through (c), which would be owed but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization, or similar proceeding.

NOW THEREFORE, to comply with the terms and conditions of the Note Documents, and for other good and valuable consideration, Mortgagor hereby represents, warrants, covenants and agrees as follows:

ARTICLE 1 - GRANTS OF SECURITY

Section 1.1 PROPERTY MORTGAGED. Subject to the terms of the Indenture, for good and valuable consideration, Mortgagor does hereby irrevocably, unconditionally and absolutely mortgage, grant, bargain, sell, pledge, assign, warrant, transfer, convey, and grant a power of sale to Mortgagee, and does hereby grant a first priority security interest to Mortgagee, for the benefit of the Secured Parties, in the following property, rights, interests and estates now owned, or hereafter acquired, by Mortgagor (collectively, the "**Mortgaged Property**"):

(a) all of Mortgagor's 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, 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, operate, maintain, produce or transport Hydrocarbons from, 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 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. 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 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. 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 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



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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*”);

(b) all of Mortgagor’s 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, 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*”);



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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 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 Rights of Way Interests*” and, together with the Operated ROW Interests, collectively, the “*Rights of Way 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 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*”



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Wellbore Facilities” and, together with the Operated Wellbore Facilities, collectively, the “*Well Facilities*”);

(c) all of Mortgagor’s interest in and to all Contracts, including all Material Contracts, **INSOFAR AND ONLY INSOFAR** 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*”);

(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 Mortgagor’s 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 Mortgagor’s 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 Mortgage (collectively, subject to such exclusions, the “*Books and Records*”);

(e) all rights, claims and causes of action (including all rights of indemnity, recovery, set-off or refunds) of Mortgagor or its Affiliates to the extent that such rights, claims or causes of action relate to the Assumed Liabilities (as defined in the Asset Purchase Agreement).

For purposes of this Mortgage, the Mortgaged Property identified in Subsections 1.1(a) through 1.1(e) consisting of Accounts, As-Extracted Collateral, Fixtures, General Intangibles, Goods, Instruments, Inventory, Proceeds and Supporting Obligations shall be collectively referred to herein as the “*Personal Property*.”

Notwithstanding anything herein to the contrary, in no event shall the Mortgaged Property include, and the Mortgagor shall not be deemed to have granted a security interest in or Lien on (a) any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed), (b) equity interests in excess of 65% of the total outstanding voting stock of any foreign Subsidiary, (c) any of the Mortgagor’s Mortgaged Property to the extent that, and only for so long as, such grant of a security interest or Lien is (i) prohibited by any requirement of a Governmental Authority with jurisdiction over such Mortgaged Property, (ii) requires consent of a Governmental Authority with jurisdiction over such Mortgaged Property that is not obtained, (iii) is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document, in each case, that directly evidences or gives rise to such Mortgaged Property; *provided* that any of the foregoing exclusions in this Section 1.1 shall



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not apply if (A) such prohibition has been waived or such other party has otherwise consented to the creation hereunder of a security interest in such asset or (B) such prohibition, consent or the term in such contract, license, agreement, instrument or other document or providing for such prohibition breach, default or termination or requiring such consent is ineffective or would be rendered ineffective under any requirement of a Governmental Authority, including pursuant to Sections 7-9A-406, 7-9A-407 and 7-9A-408 of the Applicable UCC; *provided further* that it is understood for the avoidance of doubt that immediately upon any of the foregoing becoming or being rendered ineffective or any such prohibition, requirement for consent or term lapsing or termination or such consent being obtained, the Mortgagor shall be deemed to have granted a Lien in all its rights, title and interests in and to such Mortgaged Property, (d) off-the-shelf licenses for software used in the ordinary course of business, (e) vehicles, vessels, aircraft, tractors, trailers, other rolling stock or similar serial numbered goods or other assets subject to certificates of title under the laws of any state or (f) those assets of a Mortgagor with respect to which, in the sole discretion of Mortgagee, the burdens, costs or consequences of obtaining a security interest in or Lien on such assets are excessive in view of the benefits to be obtained by the Secured Parties (collectively, “**Excluded Assets**”).

Notwithstanding any provision in this Mortgage to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Regulations) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulations) included in the definition of “Mortgaged Property” and no Building or Manufactured (Mobile) Home is hereby encumbered by this Mortgage; *provided*, that (A) the Mortgagor’s interests in all lands and Hydrocarbons situated under any such Building or Manufactured (Mobile) Home are included in the definition of “Mortgaged Property” and are encumbered by this Mortgage and (B) the Mortgagor agrees not to permit to exist any Lien on any Building or Manufactured (Mobile) Home that is owned by the Mortgagor located on the Oil and Gas Properties. As used herein, “**Flood Insurance Regulations**” means the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973, the National Flood Insurance Reform Act of 1994, the Biggert-Waters Flood Insurance Reform Act of 2012 and the regulations issued in connection therewith by the Office of the Controller of the Currency, the Federal Reserve Board and other Governmental Authorities, each as it may be amended, reformed or otherwise modified from time to time.

Any fractions or percentages specified on Exhibit A in referring to the Mortgagor’s interests are solely for purposes of the warranties made by the Mortgagor pursuant hereto and shall in no manner limit the quantum of interest granted under this Mortgage with respect to any Oil and Gas Properties Property now owned or hereafter acquired by the Mortgagors, including with respect to any unit or well identified on Exhibit A. Notwithstanding that Mortgagor’s interests therein be incorrectly described or a description of a part or all of such Mortgaged Property or the Mortgagor’s interests therein be omitted, it is intended by the Mortgagor and the Mortgagee herein to cover and affect hereby all interests which the Mortgagor may now own or may hereafter acquire in and to the Mortgaged Property notwithstanding that the interests as specified herein may be limited to particular lands, specified depths or particular types of property interests.

The following terms as well as all uncapitalized terms which are defined in the Applicable UCC (whether or not capitalized or uncapitalized in the same manner therein) on the date hereof are used herein as so defined in the Applicable UCC: Accounts, As-Extracted Collateral, Fixtures,



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General Intangibles, Goods, Instruments, Inventory, Proceeds and Supporting Obligations. Notwithstanding the foregoing, the parties intend that the terms used herein which are defined in the Applicable UCC have, at all times, the broadest and most inclusive meanings possible.

As used herein, the following terms have the meanings set forth next to each below:

“Accounts and Contract Rights” means all Accounts (including accounts in the form of joint interest billings under applicable operating agreements), contract rights and general intangibles, including all rights, claims and causes of actions (including all rights of indemnity, recovery, set off or refunds), derived from or pertaining to (a) the ownership, operation, maintenance and development of the Collateral or (b) the production, processing, treating, storage, marketing, sale, purchase, exchange or transportation of Hydrocarbons, including all accounts and proceeds accruing to Mortgagor attributable to the sale of Hydrocarbons or produced from the Collateral or any units or pooled interest units in which all or a portion of the Collateral forms a part.

“Applicable Law” shall mean all laws (including common law and equitable principles), rules, regulations and governmental guidelines having the force of law and applicable to and binding upon any Person, conduct, transaction, agreement or matter in question, including all applicable statutory law, local policies, and all provisions of constitutions, treaties, statutes, rules, regulations, orders, ordinances, injunctions, writ awards or decrees of any Governmental Authorities, in each case having the force of effective law to which such Person is subject.

“Applicable UCC” the Uniform Commercial Code as in effect from time to time as part of the laws applicable to this Mortgage.

“Collateral” means, collectively, all the Mortgaged Property and all the UCC Collateral.

“Governmental Authority” shall mean any federal, state, municipal, foreign or other governmental department, agency, commission, board, bureau, court, tribunal, instrumentality, political subdivision, local authority, council, regulatory body or other entity or officer exercising executive, legislative, judicial, regulatory or administrative functions for or pertaining to any government or court, in each case whether associated with the United States or a state, district or territory thereof.

“Hydrocarbon Interests” means all rights, titles, interests and estates now or hereafter acquired by the Mortgagor in and to oil and gas leases, oil, gas and mineral leases, or other liquid or gaseous hydrocarbon leases, mineral fee interests, overriding royalty and royalty interests, net profit interests and production payment interests, including any reserved or residual interests of whatever nature.

“Hydrocarbons” means all oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all constituents, elements or compounds thereof and all products refined or separated therefrom and all other minerals which may be produced and saved from or attributable to the Oil and Gas Properties of any Person, including all oil in pipelines and tanks.

“Lien” means any interest in Property securing an obligation owed to, or a claim by, a Person other than the owner of the Property, whether such interest is based on the common law, statute or contract, and whether such obligation or claim is fixed or contingent, and including (a) the lien or security interest arising from a mortgage, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes or (b) production payments and the like payable out of Oil and Gas Properties.

“Oil and Gas Properties” means (a) Hydrocarbon Interests; (b) the Properties now or hereafter pooled or unitized with Hydrocarbon Interests; (c) all presently existing or future unitization, pooling agreements and declarations of pooled units and the units created thereby (including all units created under orders, regulations and rules of any Governmental Body) which may affect all or any portion of the Hydrocarbon Interests; (d) all operating agreements, contracts and other agreements, including production sharing contracts and agreements, which relate to any of the Hydrocarbon Interests or the production, sale, purchase, exchange or processing of Hydrocarbons from or attributable to such Hydrocarbon Interests; (e) all Hydrocarbons in and under and which may be produced and saved or attributable to the Hydrocarbon Interests, including all oil in pipelines and tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests; (f) all tenements, hereditaments, appurtenances and Properties in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests and (g) all Properties, rights, titles, interests and estates described or referred to above, including any and all Property, real or personal, now owned or hereafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or Property (excluding drilling rigs, automotive equipment, rental equipment or other personal Property which may be on such premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells, gas wells, injection wells or other wells, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, gathering systems, pipelines, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements, servitudes, licenses and other surface or subsurface rights together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing.

“Person” shall mean any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

“Property” means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including cash, securities, accounts and contract rights.

“Specified Parties” means the the Mortgagee, the Hedge Counterparties, each other Secured Party and each other Indemnified Person (as defined in the Note Purchase Agreement).

“UCC Collateral” means the property and other assets described in Section 9.1(a).

Section 1.2 WARRANTY OF TITLE. Mortgagor, for itself and its successors and assigns, does hereby represent, warrant and covenant to and with Mortgagee, its successors and



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assigns, that Mortgagor has good and marketable title to the Mortgaged Property, subject only to the Permitted Liens. Further, Mortgagor has full power and lawful authority to grant, bargain, sell, convey, assign, transfer, encumber and mortgage its interest in the Mortgaged Property in the manner and form hereby done or intended. Mortgagor will preserve its interest in and title to the Mortgaged Property and will warrant and defend the same to Mortgagee against any and all claims whatsoever and will warrant and defend the validity and priority of the lien and security interest created herein against the claims of all persons and parties whomsoever until Security Termination (as defined in Section 1.6 below), subject to the Permitted Liens. The foregoing warranty of title shall survive the foreclosure of this Mortgage and shall inure to the benefit of and be enforceable by Mortgagee in the event Mortgagee acquires title to the Mortgaged Property pursuant to any foreclosure.

Section 1.3 ASSIGNMENT OF AS-EXTRACTED COLLATERAL.

(a) The Mortgagor has absolutely and unconditionally collaterally assigned, transferred, conveyed and granted a security interest, and does hereby absolutely and unconditionally assign, transfer, convey and grant a security interest unto the Mortgagee in and to:

(i) all of its As-Extracted Collateral located in or relating to the Mortgaged Properties located in each county where this Mortgage is filed, including without limitation, all As-Extracted Collateral relating to the Hydrocarbon Interests, the Hydrocarbons and all products obtained or processed therefrom;

(ii) the revenues and proceeds now and hereafter attributable to such Mortgaged Properties, including the Hydrocarbons, and said products and all payments in lieu, such as "take or pay" payments or settlements; and

(iii) all amounts and proceeds hereafter payable to or to become payable to the Mortgagor or now or hereafter relating to any part of such Mortgaged Properties and all amounts, sums, monies, revenues and income which become payable to the Mortgagor from, or with respect to, any of the Mortgaged Properties, present or future.

(b) The Hydrocarbons and any lease-level products thereof are to be delivered into pipelines connected with the Mortgaged Property, or to the purchaser thereof, to the credit of the Mortgagee, for its benefit and the benefit of the other Secured Parties, free and clear of all taxes, charges, costs and expenses; and all such revenues and proceeds shall be paid directly to the Mortgagee, at its address provided below, with no duty or obligation of any party paying the same to inquire into the rights of the Mortgagee to receive the same, what application is made thereof, or as to any other matter.

(c) The Mortgagor agrees to perform all such acts, and to execute all such further assignments, transfers and division orders and other instruments as may be required or desired by the Mortgagee or any party in order to have said proceeds and revenues so paid to the Mortgagee. In addition to any and all rights of a secured party under Sections 9-607 and 9-609 of the Applicable UCC, during the occurrence and



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continuation of an Event of Default, the Mortgagee is fully authorized to receive and receipt for said revenues and proceeds; to endorse and cash any and all checks and drafts payable to the order of the Mortgagor or the Mortgagee for the account of the Mortgagor received from or in connection with said revenues or proceeds and to hold the proceeds thereof in a Deposit Account with the Mortgagee as additional collateral securing the Secured Obligations; and to execute transfer and division orders in the name of the Mortgagor, or otherwise, with warranties binding the Mortgagor. During the continuation of an Event of Default, all proceeds received by the Mortgagee pursuant to this grant and assignment shall be applied as provided in Section 8.4.

(d) The Mortgagee shall not be liable for any delay, neglect or failure to effect collection of any proceeds or to take any other action in connection therewith or hereunder; but the Mortgagee shall have the right, at its election, in the name of the Mortgagor or otherwise, to prosecute and defend any and all actions or legal proceedings deemed advisable by the Mortgagee in order to collect such funds during the continuation of an Event of Default and to protect the interests of the Mortgagee and/or the Mortgagor, with all costs, expenses and attorneys' fees incurred in connection therewith being paid by the Mortgagor.

(e) Mortgagor hereby appoints Mortgagee as its attorney-in-fact to pursue any and all rights of Mortgagor to Liens in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons during the continuation of an Event of Default. Mortgagor hereby further pledges and collaterally transfers and assigns to Mortgagee any and all such Liens, security interests, financing statements or similar interests of Mortgagor attributable to its interest in the As-Extracted Collateral, any other Hydrocarbons and proceeds of runs therefrom arising under or created by any statutory provision, judicial decision or otherwise. The power of attorney granted to Mortgagee in this Section 1.3, being coupled with an interest, shall be irrevocable until Security Termination.

Section 1.4 No Modification of Payment Obligations. Nothing herein contained shall modify or otherwise alter the obligation of the Mortgagor or any guarantor to make prompt payment of all amounts constituting Obligations when and as the same become due regardless of whether the proceeds of the As-Extracted Collateral and Hydrocarbons are sufficient to pay the same and the rights provided in accordance with the foregoing assignment provision shall be cumulative of all other security of any and every character now or hereafter existing to secure payment of the Obligations. Nothing herein is intended to be an acceptance of collateral in satisfaction of the Obligations.

Section 1.5 Producer's Liens. In addition to the rights, titles and interests conveyed pursuant to this Mortgage, the Mortgagor hereby pledges and collaterally transfers and assigns to the Mortgagee all Liens given to the Mortgagor to secure obligations of purchasers of Hydrocarbons to pay the purchase price for the sale of Hydrocarbons at the wellhead, including those rights provided in the Applicable UCC, as amended from time to time, or any such similar applicable state law.



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Section 1.6 Pro Rata Benefit. This Mortgage is executed and granted for the pro rata benefit and security of the Mortgagee and the other Secured Parties to secure the Obligations until the satisfaction and discharge of the Indenture in accordance with the terms and conditions of Section 11.1 therein ("*Security Termination*") has occurred.

ARTICLE 2 - CONDITIONS TO GRANT

TO HAVE AND TO HOLD the above granted and described Mortgaged Property unto Mortgagee, and the successors and assigns of Mortgagee, forever, PROVIDED, HOWEVER, Mortgagee shall release this Mortgage and the lien hereof by proper instrument upon Security Termination and payment of all reasonable expenses incurred by Mortgagee in connection with the execution of such release. Notwithstanding the foregoing, Mortgagor's obligation to indemnify and hold harmless Mortgagee pursuant to the provisions hereof with respect to matters relating to any period of time during which this Mortgage was in effect shall survive any such payment or release.

ARTICLE 3 - OBLIGATIONS SECURED

Section 3.1 OBLIGATIONS. This Mortgage and the grants, assignments and transfers made in Article 1 are given for the purpose of securing the Obligations, in such order of priority as specified in the Indenture.

Section 3.2 PAYMENTS. Mortgagor shall promptly pay and perform all of the Obligations when due in accordance with the Indenture.

Section 3.3 FAILURE TO MAKE CERTAIN PAYMENTS. If Mortgagor shall fail to perform any of the covenants contained in this Mortgage, the Indenture or any Note Documents, Mortgagee may, after delivering any notices to Mortgagor required to be delivered under the Indenture relating to any failure by Mortgagor to perform under this Mortgage, the Indenture or Note Documents, make advances to perform the same on its behalf, and all sums so advanced shall be included in the Obligations and be secured hereby. Mortgagor shall repay on demand all sums so advanced by Mortgagee on behalf of Mortgagor, with interest at the rate required pursuant to the terms of the Indenture. The provisions of this Section 3.3 or any action taken by Mortgagee pursuant to the provisions of this Section 3.3 shall not prevent any such failure to observe any covenant contained in this Mortgage from constituting an Event of Default.

ARTICLE 4 - MORTGAGOR REPRESENTATIONS, WARRANTIES AND COVENANTS

The Mortgagor hereby represents, warrants and covenants as follows:

Section 4.1 INCORPORATION BY REFERENCE. All the terms, conditions, covenants, conditions and agreements contained in (a) the Indenture, and (b) all and any of the other Note Documents now or hereafter executed by Mortgagor and/or others and by or in favor of Mortgagee in connection with the creation of the Obligations, the payment of any other sums owed by Mortgagor to Mortgagee and/or any Secured Party or the performance of any Obligations are hereby made a part of this Mortgage to the same extent and with the same force as if fully set forth herein. To the extent terms of this Mortgage conflict with the terms of the Indenture, the Indenture shall control.



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Section 4.2 DEFEND TITLE. This Mortgage is, and always will be kept, a direct first priority Lien upon the Collateral; *provided* that Permitted Liens may exist, but no intent to subordinate the priority of the Liens created hereby is intended or inferred by such existence. The Mortgagor will not create or suffer to be created or permit to exist any Lien, security interest or charge prior or junior to or on a parity with the Lien of this Mortgage upon the Collateral or any part thereof other than Permitted Liens. The Mortgagor will warrant and defend such title to the Collateral against the claims and demands of all other Persons whomsoever and will maintain and preserve the Lien created hereby (and its priority) until Security Termination. If (a) an adverse claim is made against or a cloud develops upon the title to any part of the Collateral other than a Permitted Lien or (b) any Person, including the holder of a Permitted Lien, shall challenge the priority (as described above) or validity of the Liens created by this Mortgage, then the Mortgagor agrees to immediately defend against such adverse claim, take appropriate action in its reasonable business judgment to remove such cloud or defend against such challenge, in each case, at the Mortgagor's sole cost and expense. The Mortgagor further agrees that the Mortgagee may take such other reasonable action as they deem advisable to protect and preserve their interests in the Collateral, and in such event the Mortgagor will indemnify the Mortgagee against any and all costs, attorneys' fees and other expenses which they may incur in defending against any such adverse claim or taking action to remove any such cloud.

Section 4.3 AUTHORIZATION. No authorization, approval, consent or waiver of any lessor, sublessor, Governmental Body or other party or parties whomsoever that has not been obtained is required in connection with the execution and delivery by the Mortgagor of this Mortgage.

Section 4.4 REVENUE AND COST BEARING INTEREST. The Mortgagor's ownership of the Hydrocarbon Interests and the undivided interests therein as specified on Exhibit A will, after giving full effect to all Permitted Encumbrances, afford the Mortgagor not less than those net interests (expressed as a fraction, percentage or decimal) in the production from or which is allocated to such Hydrocarbon Interest specified as Net Revenue Interest (as specified on Exhibit A) on the attached Exhibit A (or, as may be required by the Administrative Agent from time to time, as otherwise certified in writing by the Mortgagor to the Administrative Agent) and will cause the Mortgagor to bear not more than that portion (expressed as a fraction, percentage or decimal), specified as Working Interest on Exhibit A (or, as may be required by the Administrative Agent from time to time, as otherwise certified in writing by the Mortgagor to the Administrative Agent), of the costs of drilling, developing and operating the wells identified on Exhibit A except to the extent of any proportionate corresponding increase in the Net Revenue Interest.

Section 4.5 RENTALS PAID; LEASES IN EFFECT. All rentals and royalties due and payable in accordance with the terms of any leases or subleases comprising a part of the Mortgaged Property have been duly paid or provided for (except for those amounts being contested by the Mortgagor in good faith or held in suspense in accordance with customary practice for the oil and gas industry) except where the failure to do so could not reasonably be expected to result in forfeiture with respect to any Mortgaged Property. All leases or subleases comprising a part of the Oil and Gas Property are in full force and effect in all material respects, except with respect to any such Mortgaged Property that is no longer capable of producing Hydrocarbons in economically reasonable amounts.

Section 4.6 NOT A FOREIGN PERSON. Mortgagor is not a “foreign person” within the meaning of the Code, Sections 1445 and 7701 (and, more specifically, the Mortgagor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and in any regulations promulgated thereunder.

Section 4.7 INSURANCE. Mortgagor shall obtain and maintain all of the insurance required pursuant to the Indenture and the Note Documents and all proceeds of insurance shall be governed by the terms of the Indenture and the Note Documents.

Section 4.8 PAYMENT OF TAXES, ETC. Mortgagor shall pay all taxes, assessments, water rates, sewer rents, governmental impositions, and other charges, including without limitation, vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Land, now or hereafter levied or assessed or imposed against the Mortgaged Property or any part thereof (the “*Taxes*”), all ground rents, all premiums for insurance, maintenance charges and similar charges, now or hereafter levied or assessed or imposed against the Mortgaged Property or any part thereof (the “*Other Charges*”), and all charges for utility services provided to the Mortgaged Property as the same become due and payable, subject to Mortgagor’s right to contest the same as and to the extent permitted by the Indenture. Mortgagor will deliver to Mortgagee, promptly upon Mortgagee’s request, evidence reasonably satisfactory to Mortgagee that the Taxes, Other Charges and utility service charges have been so paid or are not then delinquent. Mortgagor shall not allow and shall promptly cause to be paid and discharged any lien or charge whatsoever which may be or become a lien or charge against the Mortgaged Property. Except to the extent sums sufficient to pay all Taxes and Other Charges have been deposited with Mortgagee in accordance with the terms of this Mortgage, Mortgagor shall furnish to Mortgagee paid receipts for the payment of the Taxes and Other Charges prior to the date the same shall become delinquent.

Section 4.9 CONDEMNATION. If any action shall be commenced or any written notice shall be received for the taking by exercise of the power of eminent domain of title to or the temporary use of all or any part of the Mortgaged Property, or in the event of any private sale in lieu thereof (in any case, a “*Taking*”), Mortgagor will promptly give written notice thereof to Mortgagee in accordance with the Indenture. Any and all proceeds payable to Mortgagor from any award made in respect of any Taking are hereby assigned to Mortgagee; any and all proceeds of any Taking paid to Mortgagor shall be paid to Mortgagee and all proceeds of such awards shall be governed by the terms of the Indenture and the Note Documents.

Section 4.10 USE AND MAINTENANCE OF PROPERTY. Mortgagor shall cause the Mortgaged Property to be maintained and operated in a good and safe condition and repair and otherwise in accordance with the terms and provisions of the Indenture, except for reasonable wear and tear and casualty and condemnation and for any particular item of the Mortgaged Property which is at the end of its useful life or which is not of significant value. Mortgagor further covenants that Mortgagor will not change or permit any change, in any material respect, in the use or general nature of the occupancy of the Mortgaged Property as it exists as of the date of this Mortgage, without Mortgagee’s prior written consent.

Section 4.11 COMPLIANCE WITH LAWS; ALTERATIONS.

- (a) Mortgagor shall comply in all material respects with all Applicable Laws.
- (b) Mortgagor is in compliance in all material respects with, and is in good standing with respect to, all Governmental Approvals (as hereinafter defined) to conduct its business and to own, lease, and operate its material Properties.
- (c) Mortgagor shall not commit, suffer or permit any waste on the Mortgaged Property nor take any actions that might invalidate any insurance carried on the Mortgaged Property as required under the terms of the Indenture. No part of the Improvements may be removed, demolished or materially altered except as permitted by and in accordance with the Indenture.
- (d) Notwithstanding any provisions set forth herein or in any document regarding Mortgagee's approval of alterations of the Mortgaged Property, Mortgagor shall not alter the Mortgaged Property in any manner which would increase Mortgagor's responsibilities for compliance with Applicable Laws in any material respects, without the prior written approval of Mortgagee.
- (e) Mortgagor shall give prompt notice to Mortgagee of the receipt by Mortgagor of any notice related to a violation of any Applicable Laws and the commencement of any proceedings or investigations which relate to compliance with Applicable Laws in accordance with the Indenture.
- (f) Mortgagor will pay when due and payable any indebtedness which may be secured by a Permitted Lien or charge on the Mortgaged Property on a parity with, superior to or inferior to the lien hereof, and upon request exhibit reasonably satisfactory evidence of the discharge of such lien to Mortgagee, unless such lien is being contested by appropriate proceedings in accordance with the terms in the Indenture.
- (g) Mortgagor will comply in all material respects with the terms and conditions of the Mortgaged Property agreements and will not amend, supplement or terminate any material Property agreement except in accordance with the terms in the Indenture.

Section 4.12 BOOKS AND RECORDS. Mortgagor shall comply with all record keeping and financial disclosure requirements as set forth in the Indenture.

ARTICLE 5 - FURTHER ASSURANCES

Section 5.1 FURTHER ACTS. Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers, financing statements, confirmation statements and assurances as Mortgagee shall, from time to time, require reasonably, for the better assuring, conveying, assigning, transferring, perfecting and confirming unto Mortgagee the property and rights hereby mortgaged, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter



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so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage or for filing, registering or recording this Mortgage, or for complying with all Applicable Laws. Mortgagor, on demand, will execute and deliver and hereby authorizes Mortgagee to execute in the name of Mortgagor or without the signature of Mortgagor to the extent provided for by the Indenture or as Mortgagor may lawfully do so, one or more financing statements, chattel mortgages or other instruments, to evidence more effectively the security interest of Mortgagee in the Mortgaged Property. Mortgagor grants to Mortgagee an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Mortgagee at law and in equity, including without limitation such rights and remedies available to Mortgagee pursuant to this Section 5.1.

Section 5.2 CHANGES IN TAX, DEBT CREDIT AND DOCUMENTARY STAMP LAWS. If any law is enacted or adopted or amended after the date of this Mortgage which imposes a tax, either directly or indirectly, on the Notes or Mortgagee's interest in the Mortgaged Property, requires revenue or other stamps to be affixed to any of the Note Documents, or imposes any other tax or charge on the same, Mortgagor will pay the same, with interest and penalties thereon, if any.

ARTICLE 6 - PROHIBITION OF LIENS AND TRANSFERS.

Section 6.1 LIENS. Except the Permitted Liens and as otherwise permitted in the Indenture, Mortgagor will not voluntarily create or permit to be created or filed against the Mortgaged Property any mortgage lien or other lien or security interest inferior or superior to the lien and security interest created by this Mortgage. Mortgagor will keep and maintain the Mortgaged Property free from the liens and claims of all persons supplying labor or materials to the Mortgaged Property in accordance with the Indenture.

Section 6.2 TRANSFERS. Except as provided in the Indenture, without Mortgagor's written approval, Mortgagor shall not, directly or indirectly, by operation of law or otherwise: (i) sell, transfer, convey, assign or pledge, encumber, lease or sublease, all or any portion of the Mortgaged Property, or any interest therein, or (ii) permit or suffer any change in the identity, ownership or control of Mortgagor (whether by sale or transfer of any ownership interest, however characterized, or by other means).

Section 6.3 NO IMPLIED FUTURE CONSENT. Mortgagor's consent to one sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer of the Mortgaged Property shall not be deemed to be a waiver of Mortgagor's right to require such consent to any future occurrence of same. Any sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer of the Mortgaged Property made in contravention of this Article 5 shall be null and void and of no force and effect.

Section 6.4 COSTS OF CONSENT. Mortgagor agrees to bear and shall pay or reimburse Mortgagee on demand for all reasonable expenses (including, without limitation, all recording costs, reasonable in-house and outside attorneys' fees and disbursements and title search costs) incurred by Mortgagee, and a reasonable processing fee to Mortgagee, in



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connection with the review, approval and documentation of any such sale, conveyance, alienation, mortgage, encumbrance, lease or sublease, pledge or transfer.

ARTICLE 7 - DEFAULT

Section 7.1 EVENTS OF DEFAULT. The occurrence and continuance of any Event of Default, as defined in the Indenture, shall constitute an “*Event of Default*” under this Mortgage.

ARTICLE 8 - RIGHTS AND REMEDIES

Section 8.1 REMEDIES. Upon the occurrence and continuance of any Event of Default, Mortgagor agrees that Mortgagee may:

(a) Exercise any and all rights and remedies available to Mortgagee under any Applicable Law;

(b) Exercise any and all rights and remedies granted to Mortgagee under the terms of this Mortgage, the Indenture and any of the other Note Documents;

(c) Mortgagor shall, as a matter of right, without notice and without giving bond to Mortgagor or anyone claiming by, under or through Mortgagor, and without regard for the solvency or insolvency of Mortgagor or the then value of the Mortgaged Property, to the extent permitted by Applicable Law, be entitled to have a receiver appointed for all or any part of the Mortgaged Property and the Rents, and the proceeds, issues and profits thereof, with the rights and powers referenced below and such other rights and powers as the court making such appointment shall confer, and Mortgagor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Such receiver shall have all powers and duties prescribed by Applicable Law, all other powers which are necessary or usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property, and such rights and powers as Mortgagor would have, upon entering and taking possession of the Mortgaged Property under subsection (d) below.

(d) Mortgagee, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Mortgaged Property, and may also do any and all other things in connection with those actions that Mortgagee may in its sole discretion consider necessary and appropriate to protect the security of this Mortgage to the extent permitted by law and the Indenture. If Mortgagee so requests, Mortgagor shall assemble all of the Mortgaged Property that has been removed from the Land or the Improvements and make all of it available to Mortgagee at a place reasonably designated by Mortgagee. Upon occurrence and continuance of an Event of Default, Mortgagor hereby irrevocably constitutes and appoints Mortgagee as Mortgagor's attorney-in-fact to perform such acts and execute such documents as Mortgagee in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Mortgagee's name on any instruments.

(e) Mortgagee may cure any breach or default of Mortgagor, and if it chooses to do so in connection with any such cure, Mortgagee may also enter the Mortgaged

Property and/or do any and all other things which it may in its sole discretion consider reasonably necessary and appropriate to protect the security of this Mortgage to the extent provided for under the Indenture. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Mortgagee under, this Mortgage; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Mortgagee's sole judgment is or may be senior in priority to this Mortgage, such judgment of Mortgagee or to be conclusive as among the parties to this Mortgage; obtaining insurance and/or paying any premiums or charges for insurance required to be carried under the this Mortgage or the Indenture; otherwise caring for and protecting any and all of the Mortgaged Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Mortgagee. Mortgagee may take any of the actions permitted under this Subsection 7.1(e) either with or without giving notice to any person. Any amounts reasonably expended by Mortgagee under this Subsection 7.1(e) shall be secured by this Mortgage.

(f) Mortgagee shall have the right, in one or several concurrent or consecutive proceedings, to foreclose the lien hereof upon the Mortgaged Property or any part thereof, for the Obligations, or any part thereof, by any proceedings permitted under Applicable Law. Mortgagee or its nominee may bid and become the purchaser of all or any part of the Mortgaged Property at any foreclosure or other sale hereunder, and the amount of Mortgagee's successful bid shall be credited on the Obligations. Without limiting the foregoing, Mortgagee may proceed by a suit or suits in law or equity, whether for specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure under the judgment or decree of any court of competent jurisdiction. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, Mortgagee shall be entitled to the appointment of a receiver of the property by the court in which such complaint is filed, and Mortgagor hereby consents to such appointment.

(g) Mortgagee may exercise all rights and remedies contained in any other instrument, document, agreement or other writing heretofore, concurrently or in the future executed by Mortgagor or any other person or entity in favor of Mortgagee in connection with the Obligations or any part thereof, without prejudice to the right of Mortgagee thereafter to enforce any appropriate remedy against Mortgagor. Mortgagee shall have the right to pursue all remedies afforded to a mortgagee under Applicable Law and shall have the benefit of all of the provisions of such Applicable Law, including all amendments thereto which may become effective from time to time after the date hereof.

(h) Mortgagee shall have the discretionary right to cause some or all of the Mortgaged Property, which constitutes personal property, to be sold or otherwise disposed of in any combination and in any manner permitted by Applicable Law.

i. For purposes of this Mortgage, Mortgagee may elect to treat as personal property any Property which is intangible or which can be severed from the Land or Improvements without causing structural damage. If it chooses to do so, Mortgagee may dispose of any personal



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property, in any manner permitted by Article 9 of the Applicable UCC, including any public or private sale, or in any manner permitted by any other Applicable Law.

ii. In connection with any sale or other disposition of such Property, Mortgagor agrees that the following procedures constitute a commercially reasonable sale: Mortgagee may sell the Mortgaged Property to the highest bidder at public auction in front of the courthouse door in the county or counties, as may be required, where the Mortgaged Property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county or counties, as may be required, and, upon payment of the purchase money, Mortgagee or any person conducting the sale for Mortgagee, is authorized to execute to the purchaser at said sale a deed to the Mortgaged Property so purchased. Mortgagee may bid at said sale and purchase the Mortgaged Property, or any part thereof, if the highest bidder therefor. At the foreclosure sale, the Mortgaged Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner as Mortgagee may elect. The foregoing power of sale shall in no way impair or limit any remedies otherwise available to Secured Party. Mortgagee shall mail written notice of the sale to Mortgagor not later than thirty (30) days prior to such sale. Upon receipt of any written request, Mortgagor will make the Mortgaged Property available to any bona fide prospective purchaser for inspection during reasonable business hours. Notwithstanding, Mortgagee shall be under no obligation to consummate a sale if, in its judgment, none of the offers received by it equals the fair value of the Mortgaged Property offered for sale. The foregoing procedures do not constitute the only procedures that may be commercially reasonable.

(i) If the Mortgaged Property consists of more than one lot, parcel or item of property, Mortgagee may:

- i. Designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and
- ii. Elect to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made under or in connection with judicial proceedings, or by virtue of a judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner Mortgagee may deem to be in its best interests (any such sale or disposition, a "**Foreclosure Sale**;" and any two or more, "**Foreclosure Sales**").



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iii. If Mortgagee chooses to have more than one Foreclosure Sale, Mortgagee at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as Mortgagee may deem to be in its best interests. No Foreclosure Sale shall terminate or affect the liens of this Mortgage on any part of the Mortgaged Property which has not been sold, until all of the Obligations have been paid in full.

Section 8.2 CREDIT BIDS. At any Foreclosure Sale, any person, including Mortgagee or Mortgagor, may bid for and acquire the Mortgaged Property or any part of it to the extent permitted by then Applicable Law. Instead of paying cash for such property, Mortgagee may settle for the purchase price by crediting the sales price of the property against the following obligations:

(a) First, the portion of the Obligations attributable to the expenses of sale, costs of any action and any other sums for which Mortgagor is obligated to pay or reimburse Mortgagee under this Mortgage; and

(b) Second, all other Obligations in any order and proportions as Mortgagee in its sole discretion may choose.

Section 8.3 APPLICATION OF FORECLOSURE SALE PROCEEDS. Mortgagee shall apply the proceeds of any Foreclosure Sale in the following manner:

(a) First, to pay the portion of the Obligations attributable to the expenses of sale, costs of any action and any other sums for which Mortgagor is obligated to reimburse Mortgagee under this Mortgage;

(b) Second, to pay the portion of the Obligations attributable to any sums expended or advanced by Mortgagee under the terms of this Mortgage which then remain unpaid;

(c) Third, to pay all other Obligations as set forth in Section 8.6(ii) of the Indenture; and

(d) Fourth, to remit the remainder, if any, to the person or persons entitled to it, including Mortgagor, its successors and assigns.

Mortgagee shall have no liability for any funds which it does not actually receive.

Section 8.4 APPLICATION OF OTHER PROCEEDS. Mortgagee shall apply any and all proceeds collected by it, and any and all sums other than proceeds of a Foreclosure Sale which Mortgagee may receive or collect under Section 8.1 above, in the following manner:

(a) First, to pay the portion of the Obligations attributable to the costs and expenses of operation and collection that may be incurred by Mortgagee or any receiver;



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(b) Second, to pay all other Obligations as set forth in Section 8.6(ii) of the Indenture; and

(c) Third, to remit the remainder, if any, to the person or persons entitled to it, including Mortgagor, its successors and assigns.

Section 8.5 RIGHT OF ENTRY. Subject to the terms of any joint operating agreement applicable to the Mortgaged Property, Mortgagee and its agents shall have the right to enter and inspect the Mortgaged Property at all reasonable times.

Section 8.6 RESIGNATION OF OPERATOR. In addition to all rights and remedies under this Mortgage, at law and in equity, if any Event of Default shall occur and be continuing and the Mortgagee shall exercise any remedies under this Mortgage with respect to any portion of the Mortgaged Property (or the Mortgagor shall transfer any Mortgaged Property "in lieu of" foreclosure) whereupon the Mortgagor is divested of its title to any of the Collateral, the Mortgagee shall have the right to request that any operator of any Mortgaged Property of which such divested Collateral form a part that is either the Mortgagor or any Affiliate of the Mortgagor resign as operator under the joint operating agreement applicable thereto, and no later than sixty (60) days after receipt by the Mortgagor of any such request, the Mortgagor shall, subject to the terms of such joint operating agreements resign (or, to the extent it is able to do so, cause such other Person to resign) as operator of such Collateral.

Section 8.7 INDEMNITY. THE SPECIFIED PARTIES SHALL NOT BE LIABLE, IN CONNECTION WITH ANY ACTION TAKEN, FOR ANY LOSS SUSTAINED BY THE MORTGAGOR RESULTING FROM AN ASSERTION THAT THE MORTGAGEE HAS RECEIVED FUNDS FROM THE PRODUCTION OF HYDROCARBONS CLAIMED BY THIRD PERSONS OR ANY ACT OR OMISSION OF ANY SPECIFIED PARTY IN ADMINISTERING, MANAGING, OPERATING OR CONTROLLING THE MORTGAGED PROPERTY INCLUDING SUCH LOSS WHICH MAY RESULT FROM THE ORDINARY NEGLIGENCE OF A SPECIFIED PARTY UNLESS SUCH LOSS IS DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO HAVE DIRECTLY RESULTED FROM THE BAD FAITH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH SPECIFIED PARTY. NO SPECIFIED PARTY WILL BE OBLIGATED TO PERFORM OR DISCHARGE ANY OBLIGATION, DUTY OR LIABILITY OF THE MORTGAGOR.

Section 8.8 PAYMENT OF EXPENSES; INDEMNITY.

(a) The Mortgagor agrees to pay or promptly reimburse the Mortgagee or the Secured Parties, as the case may be, for all advances and for all documented out-of-pocket costs and expenses including, without limitation, documented compensation and expenses, disbursements and advances of holding, preparing for sale and selling, collecting or otherwise realizing upon the Collateral and all documented out-of-pocket attorneys' fees, legal expenses and court costs incurred by the Mortgagee or the Secured Parties, as the case may be, in connection with the exercise of its respective rights and remedies hereunder, including, without limitation, any advances, charges, costs and expenses that may be incurred in connection with such Secured Party's effort to enforce



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any of the provisions of this Mortgage or any obligation hereunder of the Mortgagor in respect of the Collateral or in connection with (i) the preservation of the Lien of, or the rights of the Mortgagee or the Secured Parties, as the case may be, under this Mortgage, (ii) any actual or attempted sale, lease, disposition, exchange, collection, compromise, settlement or other realization in respect of, or care of, the Collateral, including all such costs and expenses incurred in any bankruptcy, reorganization, workout or other similar proceeding, or (iii) otherwise enforcing or preserving any rights under this Mortgage.

(b) THE MORTGAGOR AGREES TO PAY, AND TO SAVE THE SPECIFIED PARTIES HARMLESS FROM, ANY AND ALL LOSSES, CLAIMS, DAMAGES, PENALTIES, LIABILITIES AND RELATED EXPENSES WITH RESPECT TO THE EXECUTION, DELIVERY, ENFORCEMENT, PERFORMANCE AND ADMINISTRATION OF THIS MORTGAGE TO THE extent THE ISSUER WOULD BE REQUIRED TO DO SO PURSUANT TO SECTION 6.7 OF THE INDENTURE. THE MORTGAGOR HEREBY ASSENTS TO, RATIFIES AND CONFIRMS ANY AND ALL ACTIONS OF EACH SPECIFIED PARTY WITH RESPECT TO THE COLLATERAL TAKEN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS MORTGAGE. **NOTWITHSTANDING THE FOREGOING, THE FOREGOING INDEMNITY APPLIES TO MATTERS THAT, IN WHOLE OR IN PART, ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF ANY SPECIFIED PARTY BUT NOT TO THE EXTENT CAUSED BY OR ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY SPECIFIED PARTY.**

ARTICLE 9 - SECURITY AGREEMENT

Section 9.1 SECURITY INTEREST IN PERSONAL PROPERTY.

(a) This Mortgage shall constitute a security agreement and financing statement for the purposes of the Applicable UCC and shall create and evidence a security interest in the following:

- i. all Personal Property, including all Accounts and Contract Rights;
- ii. all As-Extracted Collateral, including from or attributable to the Mortgaged Property;
- iii. all books and records pertaining to the Oil and Gas Properties, including lease files, land files, well files, division order files, abstracts, title opinions, land surveys, logs, maps and other books, records, data, files and accounting records;
- iv. all Fixtures located on or relating to the Mortgaged Property;
- v. all Hydrocarbons; and



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vi. to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security, guarantees and other Supporting Obligations given with respect to any of the foregoing.

(b) THIS MORTGAGE SHALL BE DEEMED TO CONSTITUTE A SECURITY AGREEMENT AND FINANCING STATEMENT WITHIN THE MEANING OF THE APPLICABLE UCC.

(c) Mortgagor, immediately upon the execution and delivery of this Mortgage, and thereafter from time to time, shall cause this Mortgage, any security instrument creating or evidencing the lien hereof in the Personal Property, and each instrument of further assurance, including the Applicable UCC financing statements and continuation statements, to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to perfect, preserve and protect the lien hereof upon the Personal Property. In the event Mortgagor fails to execute such instruments of further assurance within ten (10) days after request for execution of the same by Mortgagor, then and in such event Mortgagor hereby appoints and authorizes Mortgagee to act on behalf of Mortgagor upon Mortgagor's failure to comply with the provisions of this Section 9.1.

(d) Upon the occurrence and continuance of any Event of Default, in addition to the remedies set forth in Article 7, Mortgagee, shall have the power to foreclose Mortgagor's right of redemption in the Personal Property by sale of the Personal Property in accordance with the Applicable UCC. It shall not be necessary that any Personal Property offered be physically present at any such sale or constructively in the possession of Mortgagee or the person conducting the sale.

(e) This instrument is intended to be a security agreement pursuant to the Applicable UCC covering any of the items of Fixtures and As-Extracted Collateral and proceeds thereof included as part of the Mortgaged Property and that may be subject to a security interest pursuant to the Applicable UCC, and Mortgagor hereby grants Mortgagee a security interest in such items or types of property. Without in any manner limiting the generality of any of the other provisions of this Mortgage the security interests created hereby under applicable provisions of the Applicable UCC will attach to all As-Extracted Collateral (including all minerals including oil and gas and the Accounts resulting from the sale thereof at the wellhead or minehead located on the Oil and Gas Properties described or to which reference is made herein or on Exhibit A) and all other Hydrocarbons. In addition, Mortgagor will execute and deliver to Mortgagee, upon Mortgagee's reasonable request, any financing statements or amendments thereof or continuation statements thereto that Mortgagee may require to perfect a security interest in said items or types of property. Mortgagor shall pay all costs of filing such instruments. Subject to applicable local laws, some or all of the above-described collateral is or is to become fixtures upon the above-described real estate, and this financing statement is to be filed for record in the applicable real estate records.



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ARTICLE 10 - WAIVERS

Section 10.1 MARSHALLING AND OTHER MATTERS. Mortgagor hereby waives, to the extent permitted by law, the benefit of all appraisal, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Mortgaged Property or any part thereof or any interest therein. Further, Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor, and on behalf of each and every person acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage and on behalf of all persons to the extent permitted by Applicable Law.

Section 10.2 WAIVER OF NOTICE. Mortgagor shall not be entitled to any notices of any nature whatsoever from Mortgagee except with respect to matters for which the Mortgage and Indenture specifically and expressly provide for the giving of notice by Mortgagee to Mortgagor and except with respect to matters for which Mortgagor is required by Applicable Law to give notice, and Mortgagor hereby expressly waives the right to receive any notice from Mortgagee with respect to any matter for which the Mortgage and Indenture do not specifically and expressly provide for the giving of notice by Mortgagee to Mortgagor.

Section 10.3 WAIVER OF TRIAL BY JURY. MORTGAGOR HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE INDENTURE, THIS MORTGAGE, OR THE OTHER NOTE DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH TO THE EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY MORTGAGOR, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. AGENT IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY MORTGAGOR.

Section 10.4 WAIVER OF RIGHTS. MORTGAGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF ANY ALABAMA STATE COURT OR FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN ALABAMA, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE, THE INDENTURE OR ANY SECURITY DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND MORTGAGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH ALABAMA STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. MORTGAGOR AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS MORTGAGE SHALL AFFECT ANY RIGHT THAT AGENT MAY OTHERWISE HAVE TO



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BRING ANY ACTION OR PROCEEDING RELATING TO THIS MORTGAGE, THE INDENTURE OR ANY SECURITY DOCUMENT IN THE COURTS OF ANY JURISDICTION.

MORTGAGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE, THE INDENTURE OR ANY OTHER SECURITY DOCUMENT IN ANY ALABAMA STATE OR FEDERAL COURT SITTING IN ALABAMA MORTGAGOR HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT. MORTGAGOR CONFIRMS THAT THE FOREGOING WAIVERS ARE INFORMED AND FREELY MADE.

ARTICLE 11 - NOTICES

Section 11.1 NOTICES. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person, (ii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) as provided in the Indenture. All such notices shall be addressed as follows:

If to Mortgagor: UOG ABS Issuer I, LLC
1000 East 14th Street, Suite 300
Plano, Texas 75074
Attention: Brent Kirby

With a copy to (which shall not constitute notice):
Kirkland & Ellis LLP
609 Main St.
Houston, TX 77002
Attn: Chad Michael Smith

If to Mortgagee: UMB Bank, N.A.
100 William Street
Suite 1850
New York, NY 10038

With a copy to: Orrick, Herrington & Sutcliffe LLP
51 West 52nd Street
New York, NY 10019-6142
Attention: Leah Sanzari

or addressed as such party may from time to time designate by written notice to the other parties.



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Any party by notice to the other parties may designate additional or different addresses for subsequent notices or communications.

ARTICLE 12 - MISCELLANEOUS PROVISIONS

Section 12.1 GOVERNING LAW; JURISDICTION. This Mortgage shall be governed by and construed in accordance with applicable federal law and the laws of the state where the Mortgaged Property is located, without reference or giving effect to any choice of law doctrine. Mortgagor hereby irrevocably submits to the jurisdiction of any court of competent jurisdiction located in the state in which the Mortgaged Property is located in connection with any proceeding arising out of or relating to this Mortgage.

Section 12.2 NO ORAL CHANGE. This Mortgage and any provisions hereof or thereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Mortgagee or Mortgagor, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 12.3 LIABILITY. If Mortgagor consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Mortgage and each of the Note Documents to which the Mortgagor is a party shall be binding upon and inure to the benefit of Mortgagee and Mortgagor and their respective successors and assigns forever.

Section 12.4 SATISFACTION OF PRIOR ENCUMBRANCE. To the extent that proceeds of the Notes are used to pay indebtedness secured by any outstanding Lien against the Mortgaged Property then Mortgagor agrees that: (a) such proceeds have been advanced at the Mortgagor's request, and (b) the Mortgagee and the Secured Parties shall be subrogated to any and all rights and Liens owned by any owner or holder of such outstanding Liens, irrespective of whether said Liens are or have been released. It is expressly understood that, in consideration of the payment of such other indebtedness, the Mortgagor hereby waives and releases all demands and causes of action for offsets and payments to, upon and in connection with such indebtedness. This Mortgage is made with full substitution and subrogation of the Mortgagee and the Trustee and his successors in trust and his and their assigns in and to all covenants and warranties by others heretofore given or made in respect of the Mortgaged Property or any part thereof.

Section 12.5 APPLICATION OF PAYMENTS TO CERTAIN OBLIGATIONS. If any part of the Obligations cannot be lawfully secured by this Mortgage or if any part of the Mortgaged Property cannot be lawfully subject to the Lien hereof to the full extent of the Obligations, then all payments made shall be applied on said Obligations first in discharge of that portion thereof which is not secured by this Mortgage.

Section 12.6 NATURE OF COVENANTS. The covenants and agreements herein contained shall constitute covenants running with the land and interests covered or affected hereby and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

Section 12.7 HEDGE COUNTERPARTIES. For the avoidance of doubt, the benefit of this Mortgage relating to any Collateral securing the Obligations shall also extend to and be

available to the Hedge Counterparties in respect of the Hedge Agreements as set forth herein and in the Indenture.

Section 12.8 INAPPLICABLE PROVISIONS. If any term, covenant or condition of the Indenture, this Mortgage or any of the Note Documents is held to be invalid, illegal or unenforceable in any respect, the Indenture, this Mortgage or the Note Documents shall be construed without such provision.

Section 12.9 HEADINGS, ETC. The headings and captions of various Sections of this Mortgage are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 12.10 NUMBER AND GENDER. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 12.11 COMPLIANCE WITH USURY LAWS. IT IS THE INTENT OF MORTGAGOR AND MORTGAGEE AND ALL OTHER PARTIES TO THE NOTE DOCUMENTS TO CONFORM TO AND CONTRACT IN STRICT COMPLIANCE WITH APPLICABLE USURY LAW FROM TIME TO TIME IN EFFECT. ALL AGREEMENTS BETWEEN MORTGAGOR AND MORTGAGEE (OR ANY OTHER PARTY LIABLE WITH RESPECT TO ANY INDEBTEDNESS UNDER THE NOTE DOCUMENTS) ARE HEREBY LIMITED BY THE PROVISIONS OF THIS SECTION WHICH SHALL OVERRIDE AND CONTROL ALL SUCH AGREEMENTS, WHETHER NOW EXISTING OR HEREAFTER ARISING. IN NO WAY, NOR IN ANY EVENT OR CONTINGENCY (INCLUDING BUT NOT LIMITED TO PREPAYMENT, DEFAULT, DEMAND FOR PAYMENT, OR ACCELERATION OF THE MATURITY OF ANY OBLIGATION), SHALL ANY INTEREST TAKEN, RESERVED, CONTRACTED FOR, CHARGED, CHARGEABLE, OR RECEIVED UNDER THIS MORTGAGE, THE OTHER NOTE DOCUMENTS OR OTHERWISE, EXCEED THE MAXIMUM NONUSURIOUS AMOUNT PERMITTED BY APPLICABLE LAW. IF, FROM ANY POSSIBLE CONSTRUCTION OF ANY DOCUMENT, INTEREST WOULD OTHERWISE BE PAYABLE IN EXCESS OF THE MAXIMUM AMOUNT, ANY SUCH CONSTRUCTION SHALL BE SUBJECT TO THE PROVISIONS OF THIS SECTION AND SUCH DOCUMENT SHALL IPSO FACTO BE AUTOMATICALLY REFORMED AND THE INTEREST PAYABLE SHALL BE AUTOMATICALLY REDUCED TO THE MAXIMUM AMOUNT, WITHOUT THE NECESSITY OF EXECUTION OF ANY AMENDMENT OR NEW DOCUMENT. IF MORTGAGEE SHALL EVER RECEIVE ANYTHING OF VALUE WHICH IS CHARACTERIZED AS INTEREST UNDER APPLICABLE LAW AND WHICH WOULD APART FROM THIS PROVISION BE IN EXCESS OF THE MAXIMUM AMOUNT, AN AMOUNT EQUAL TO THE AMOUNT WHICH WOULD HAVE BEEN EXCESSIVE INTEREST SHALL, WITHOUT PENALTY, BE APPLIED TO THE REDUCTION OF THE PRINCIPAL AMOUNT OWING ON THE OBLIGATIONS IN THE INVERSE ORDER OF ITS MATURITY AND NOT TO THE PAYMENT OF INTEREST, OR REFUNDED TO GRANTOR OR THE OTHER PAYOR THEREOF IF AND TO THE EXTENT SUCH AMOUNT WHICH WOULD HAVE BEEN EXCESSIVE EXCEEDS SUCH UNPAID PRINCIPAL. ALL INTEREST PAID OR AGREED TO BE PAID SHALL, TO THE EXTENT PERMITTED BY APPLICABLE LAW, BE



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AMORTIZED, PRORATED, ALLOCATED AND SPREAD THROUGHOUT THE FULL STATED TERM (INCLUDING ANY RENEWAL OR EXTENSION) OF SUCH INDEBTEDNESS SO THAT THE AMOUNT OF INTEREST ON ACCOUNT OF SUCH INDEBTEDNESS DOES NOT EXCEED THE MAXIMUM AMOUNT. AS USED IN THIS SECTION, THE TERM "APPLICABLE LAW" SHALL MEAN THE LAWS OF THE STATE OF ALABAMA, OR THE FEDERAL LAWS OF THE UNITED STATES APPLICABLE TO THIS TRANSACTION, WHICHEVER LAWS ALLOW THE GREATEST INTEREST, AS SUCH LAWS NOW EXIST OR MAY BE CHANGED OR AMENDED OR COME INTO EFFECT IN THE FUTURE.

Section 12.12 SURVIVAL. THE AGREEMENTS AND LIABILITIES OF THE MORTGAGOR SET FORTH IN SECTION 8.7 AND SECTION 8.8 SHALL SURVIVE THE TERMINATION OF THIS MORTGAGE. TO THE EXTENT THAT ANY PAYMENTS ON THE SECURED OBLIGATIONS OR PROCEEDS OF ANY COLLATERAL ARE SUBSEQUENTLY INVALIDATED, DECLARED TO BE FRAUDULENT OR PREFERENTIAL, SET ASIDE OR REQUIRED TO BE REPAYED TO A TRUSTEE, DEBTOR IN POSSESSION, RECEIVER OR OTHER PERSON UNDER ANY BANKRUPTCY LAW, COMMON LAW OR EQUITABLE CAUSE, THEN TO SUCH EXTENT, THE SECURED OBLIGATIONS SO SATISFIED SHALL BE REVIVED AND CONTINUE AS IF SUCH PAYMENT OR PROCEEDS HAD NOT BEEN RECEIVED AND THE MORTGAGEE'S AND THE OTHER SECURED PARTIES' LIENS, SECURITY INTERESTS, RIGHTS, POWERS AND REMEDIES UNDER THIS MORTGAGE AND EACH SECURITY INSTRUMENT SHALL CONTINUE IN FULL FORCE AND EFFECT. IN SUCH EVENT, EACH SECURITY INSTRUMENT SHALL BE AUTOMATICALLY REINSTATED AND EACH MORTGAGOR SHALL TAKE SUCH ACTION AS MAY BE REASONABLY REQUESTED BY THE MORTGAGEE AND THE OTHER SECURED PARTIES TO EFFECT SUCH REINSTATEMENT.

Section 12.13 ENTIRE AGREEMENT. The Indenture, this Mortgage and the Note Documents constitute the entire understanding and agreement between Mortgagee and Mortgagor with respect to the transactions arising in connection with the Securities and supersede all prior written or oral understandings and agreements between Mortgagee and Mortgagor with respect thereto. Mortgagor hereby acknowledges that, except as incorporated in writing in the Indenture, this Mortgage and the Note Documents, there are not, and were not, and no persons are or were authorized by Mortgagee to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the transaction which is the subject of the Indenture, this Mortgage and the Note Documents. In the event of any conflict or inconsistency between this Mortgage and the Indenture, such conflict or inconsistency shall be construed in favor of the Indenture.

[Signature Page Follows]



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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage the day and year first above written.

MORTGAGOR:

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

By: 

Name: Brent Kirby

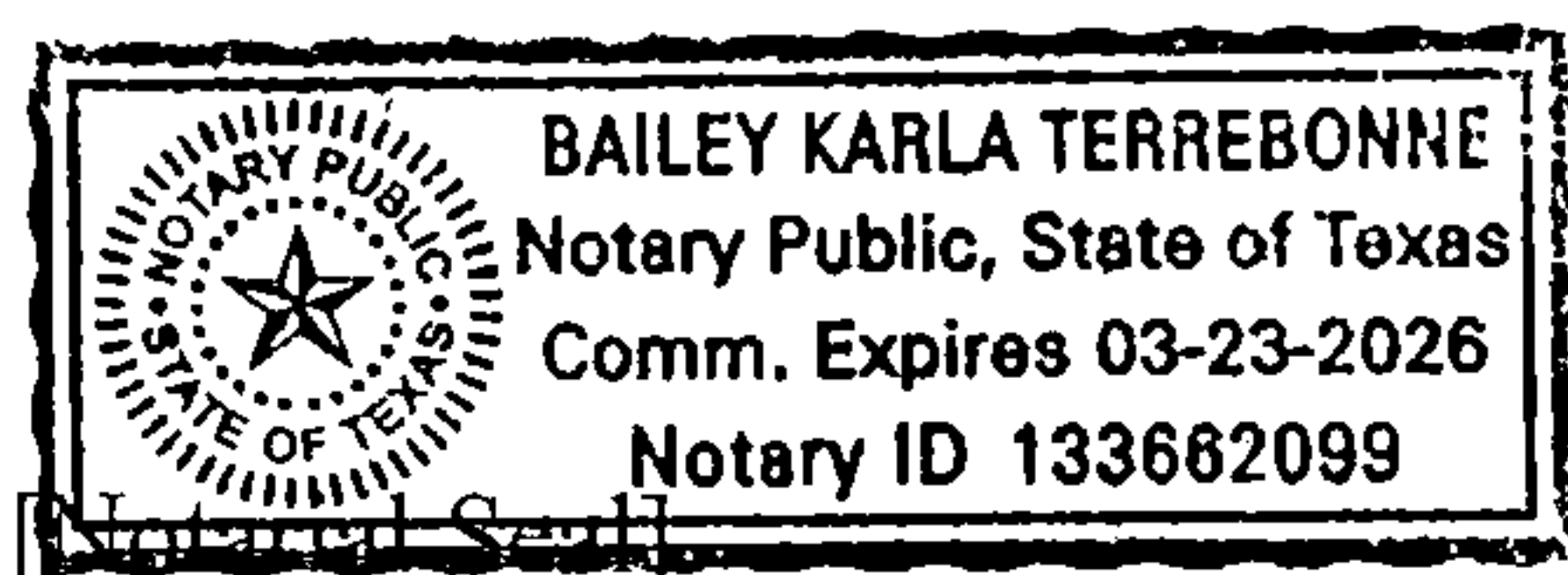
Title: Senior Vice President

STATE OF TEXAS)

COUNTY OF COLLIN)

I, Bailey Terrebbonne, a Notary Public in and for said County in said State, hereby certify that Brent Kirby, as Senior Vice President of UOG ABS Issuer I, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 23 day of March, 2023.





NOTARY PUBLIC

My Commission expires: 3.23.26

This instrument was prepared by:
Kirkland & Ellis LLP
609 Main St., Suite 4500
Houston, TX 77002



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EXHIBIT A-1

OPERATED WELLS

[See attached.]



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EXHIBIT A-1
OPERATED WELLS

To that certain Mortgage, Assignment of As-Extracted Collateral, Security Agreement and Fixture Filing, dated March 27, 2023, by UOG ABS Issuer I, LLC ("Mortgagor") in favor of UMB Bank, N.A. ("Mortgagee")

Well Name	Unit	State	County	API14	Operated	Operator	WI	NRI
CHAPMAN 34-03-547	GURNEE - ALL	AL	SHELBY	01117206700000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8515
RGGS 01-02-144	GURNEE - ALL	AL	SHELBY	01117205250101	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 01-04-162	GURNEE - ALL	AL	SHELBY	01117206240000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 01-06-143	GURNEE - ALL	AL	SHELBY	01117205260000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 01-07-560	GURNEE - ALL	AL	SHELBY	01117207910000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 01-12-013	GURNEE - ALL	AL	SHELBY	01117205240000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 02-05-447	GURNEE - ALL	AL	SHELBY	01117207890000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8149
RGGS 02-08-169	GURNEE - ALL	AL	SHELBY	01117206250000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 02-09-016	GURNEE - ALL	AL	SHELBY	01117205540000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 02-11-047	GURNEE - ALL	AL	SHELBY	01117206500000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 02-14-163	GURNEE - ALL	AL	SHELBY	01117205550000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 02-15-544	GURNEE - ALL	AL	SHELBY	01117206550000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8146
RGGS 05-04-001	GURNEE - ALL	AL	SHELBY	01117205440000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 06-04-648	GURNEE - ALL	AL	SHELBY	01117208440000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 07-06-146	GURNEE - ALL	AL	SHELBY	01117205450000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 09-16-484	GURNEE - ALL	AL	SHELBY	01117207930000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8417
RGGS 10-02-237	GURNEE - ALL	AL	SHELBY	01117207050000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 10-06-450	GURNEE - ALL	AL	SHELBY	01117207100000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 10-08-150	GURNEE - ALL	AL	SHELBY	01117205560000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 10-09-539	GURNEE - ALL	AL	SHELBY	01117206560000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 10-10-559	GURNEE - ALL	AL	SHELBY	01117207730000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 10-12-238	GURNEE - ALL	AL	SHELBY	01117207290000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 10-14-046	GURNEE - ALL	AL	SHELBY	01117205470000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 11-01-147	GURNEE - ALL	AL	SHELBY	01117205290000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 11-04-545	GURNEE - ALL	AL	SHELBY	01117206670000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 11-05-149	GURNEE - ALL	AL	SHELBY	01117205270000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150



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Well Name	Unit	State	County	API14	Operated	Operator	WI	NRI
RGGS 11-14-558	GURNEE - ALL	AL	SHELBY	01117207710000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 11-3-148A	GURNEE - ALL	AL	SHELBY	01117205510000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 13-13-052	GURNEE - ALL	AL	SHELBY	01117206260000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 14-01-134	GURNEE - ALL	AL	SHELBY	01117207720000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 14-10-055	GURNEE - ALL	AL	SHELBY	01117205490000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 15-03-543	GURNEE - ALL	AL	SHELBY	01117206620000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 15-04-044	GURNEE - ALL	AL	SHELBY	01117205380000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 15-09-651	GURNEE - ALL	AL	SHELBY	01117208530000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8450
RGGS 20-09-060	GURNEE - ALL	AL	SHELBY	01117207060000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 20-16-170	GURNEE - ALL	AL	SHELBY	01117206510000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 21-02-164	GURNEE - ALL	AL	SHELBY	01117205710000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 21-03-075	GURNEE - ALL	AL	SHELBY	01117205810000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 21-06-165	GURNEE - ALL	AL	SHELBY	01117208310000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 21-12-076	GURNEE - ALL	AL	SHELBY	01117206740000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 21-16-083	GURNEE - ALL	AL	SHELBY	01117205750000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 22-01-652	GURNEE - ALL	AL	SHELBY	01117208560000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8750
RGGS 22-04-555	GURNEE - ALL	AL	SHELBY	01117208170000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 22-06-541	GURNEE - ALL	AL	SHELBY	01117206610000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 22-11-542	GURNEE - ALL	AL	SHELBY	01117206630000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 22-12-070	GURNEE - ALL	AL	SHELBY	01117205370000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 22-14-090	GURNEE - ALL	AL	SHELBY	01117205300000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 23-15-130	GURNEE - ALL	AL	SHELBY	01117208240000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8750
RGGS 24-06-105	GURNEE - ALL	AL	SHELBY	01117205970000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 24-12-106	GURNEE - ALL	AL	SHELBY	01117205980000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 24-14-104	GURNEE - ALL	AL	SHELBY	01117205960000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8450
RGGS 26-14-112	GURNEE - ALL	AL	SHELBY	01117205390000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 26-16-127	GURNEE - ALL	AL	SHELBY	01117206440000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8450
RGGS 27-01-120	GURNEE - ALL	AL	SHELBY	01117206600000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 27-04-082	GURNEE - ALL	AL	SHELBY	01117205910000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 27-05-540	GURNEE - ALL	AL	SHELBY	01117206540000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150



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Well Name	Unit	State	County	API14	Operated	Operator	WI	NRI
RGGS 27-13-129	GURNEE - ALL	AL	SHELBY	01117207900000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 28-02-085	GURNEE - ALL	AL	SHELBY	01117205690000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 28-09-079	GURNEE - ALL	AL	SHELBY	01117205480000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 28-13-168	GURNEE - ALL	AL	SHELBY	01117207030000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 28-16-087	GURNEE - ALL	AL	SHELBY	01117205310000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 29-02-171	GURNEE - ALL	AL	SHELBY	01117207200000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 29-03-243	GURNEE - ALL	AL	SHELBY	01117207020000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8229
RGGS 29-05-244	GURNEE - ALL	AL	SHELBY	01117207280000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 29-08-077	GURNEE - ALL	AL	SHELBY	01117206110000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 29-10-074	GURNEE - ALL	AL	SHELBY	01117208540000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8450
RGGS 29-12-245	GURNEE - ALL	AL	SHELBY	01117207190000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 29-14-174	GURNEE - ALL	AL	SHELBY	01117206690000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 29-14-653	GURNEE - ALL	AL	SHELBY	01117208550000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8750
RGGS 29-16-175	GURNEE - ALL	AL	SHELBY	01117208520000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8450
RGGS 30-16-246	GURNEE - ALL	AL	SHELBY	01117207210000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 31-01-248	GURNEE - ALL	AL	SHELBY	01117206910000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 31-02-172	GURNEE - ALL	AL	SHELBY	01117206090000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 31-03-137	GURNEE - ALL	AL	SHELBY	01117207820000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 31-03-234	GURNEE - ALL	AL	SHELBY	01117206680000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 31-06-173	GURNEE - ALL	AL	SHELBY	01117205950000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 31-07-131	GURNEE - ALL	AL	SHELBY	01117207870000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 31-07-645	GURNEE - ALL	AL	SHELBY	01117208460000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 31-08-158	GURNEE - ALL	AL	SHELBY	01117205840000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 31-08-247	GURNEE - ALL	AL	SHELBY	01117207010000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 31-09-649	GURNEE - ALL	AL	SHELBY	01117208510000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 31-10-159	GURNEE - ALL	AL	SHELBY	01117205820000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 31-10-249	GURNEE - ALL	AL	SHELBY	01117206900000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 31-11-135 A	GURNEE - ALL	AL	SHELBY	01117207940000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 31-12-160	GURNEE - ALL	AL	SHELBY	01117205830000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 31-12-646	GURNEE - ALL	AL	SHELBY	01117208450000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150



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RGGS 31-14-152	GURNEE - ALL	AL	SHELBY	01117205520000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 31-16-153	GURNEE - ALL	AL	SHELBY	01117205570000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 32-01-642	GURNEE - ALL	AL	SHELBY	01117208480000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 32-02-176	GURNEE - ALL	AL	SHELBY	01117206100000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 32-03-177	GURNEE - ALL	AL	SHELBY	01117206310000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 32-04-136	GURNEE - ALL	AL	SHELBY	01117207860000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 32-06-178	GURNEE - ALL	AL	SHELBY	01117206320000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 32-06-641	GURNEE - ALL	AL	SHELBY	01117208400000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 32-07-561	GURNEE - ALL	AL	SHELBY	01117207850000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 32-08-179	GURNEE - ALL	AL	SHELBY	01117206480000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 32-09-180	GURNEE - ALL	AL	SHELBY	01117206340000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 32-10-643	GURNEE - ALL	AL	SHELBY	01117208500000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 32-10-644	GURNEE - ALL	AL	SHELBY	01117208490000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 32-12-181	GURNEE - ALL	AL	SHELBY	01117206330000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 33-02-086	GURNEE - ALL	AL	SHELBY	01117205320000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 33-04-155 A	GURNEE - ALL	AL	SHELBY	01117206490000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 33-05-552	GURNEE - ALL	AL	SHELBY	01117207840000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 33-06-156	GURNEE - ALL	AL	SHELBY	01117205670000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 33-07-546	GURNEE - ALL	AL	SHELBY	01117207410000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 33-08-089	GURNEE - ALL	AL	SHELBY	01117205330000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 33-09-553	GURNEE - ALL	AL	SHELBY	01117207880000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 33-10-080	GURNEE - ALL	AL	SHELBY	01117205590000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 33-11-088	GURNEE - ALL	AL	SHELBY	01117205360000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 33-12-640	GURNEE - ALL	AL	SHELBY	01117208420000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 33-14-157	GURNEE - ALL	AL	SHELBY	01117205600000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 33-16-145	GURNEE - ALL	AL	SHELBY	01117205400000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 34-02-128	GURNEE - ALL	AL	SHELBY	01117205410000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 34-04-091	GURNEE - ALL	AL	SHELBY	01117205350000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 34-06-094	GURNEE - ALL	AL	SHELBY	01117205430000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 34-08-98	GURNEE - ALL	AL	SHELBY	01117205530000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150



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Well Name	Unit	State	County	API14	Operated	Operator	WI	NRI
RGGS 34-10-095	GURNEE - ALL	AL	SHELBY	01117205420000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 34-12-096	GURNEE - ALL	AL	SHELBY	01117205340000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 34-13-138	GURNEE - ALL	AL	SHELBY	01117207430000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 35-02-101	GURNEE - ALL	AL	SHELBY	01117205580000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 35-04-099	GURNEE - ALL	AL	SHELBY	01117205630000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 35-06-102	GURNEE - ALL	AL	SHELBY	01117205640000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 35-12-097	GURNEE - ALL	AL	SHELBY	01117205650000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 36-08-235	GURNEE - ALL	AL	SHELBY	01117207920000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8330
RGGS 36-13-443	GURNEE - ALL	AL	SHELBY	01117207420000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 36-14-442	GURNEE - ALL	AL	SHELBY	01117207440000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 36-15-161	GURNEE - ALL	AL	SHELBY	01117205800000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
RGGS 36-16-548	GURNEE - ALL	AL	SHELBY	01117206750000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
SESCO-KCB 15-13-554	GURNEE - ALL	AL	SHELBY	01117208410000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8000
SESCO-KCB 15-14-68	GURNEE - ALL	AL	SHELBY	01117208320000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8000
SESCO-KCB 16-15-557	GURNEE - ALL	AL	SHELBY	01117208430000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8000
SESCO-KCB 16-16-556	GURNEE - ALL	AL	SHELBY	01117208290000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8000
USS 01-08-008	GURNEE - ALL	AL	SHELBY	01117205120000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 01-10-011	GURNEE - ALL	AL	SHELBY	01117204910000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 01-14-012	GURNEE - ALL	AL	SHELBY	01117204870000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 01-16-09	GURNEE - ALL	AL	SHELBY	01117204840000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 02-16-017	GURNEE - ALL	AL	SHELBY	01117204900000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 06-02-002	GURNEE - ALL	AL	SHELBY	01117205230000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 06-04-006	GURNEE - ALL	AL	SHELBY	01117205170000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 06-06-004	GURNEE - ALL	AL	SHELBY	01117205190000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 06-08-003	GURNEE - ALL	AL	SHELBY	01117205200000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 06-10-005	GURNEE - ALL	AL	SHELBY	01117205180000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 06-12-007	GURNEE - ALL	AL	SHELBY	01117205160000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 06-14-025	GURNEE - ALL	AL	SHELBY	01117205150000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 07-02-026	GURNEE - ALL	AL	SHELBY	01117205210000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 07-04-24	GURNEE - ALL	AL	SHELBY	01117204980000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150



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Well Name	Unit	State	County	API14	Operated	Operator	WI	NRI
USS 07-10-141	GURNEE - ALL	AL	SHELBY	01117205100000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 07-12-021	GURNEE - ALL	AL	SHELBY	01117204920000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 07-14-022	GURNEE - ALL	AL	SHELBY	01117205220000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 10-09-043	GURNEE - ALL	AL	SHELBY	01117204860000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 10-16-042	GURNEE - ALL	AL	SHELBY	01117204540000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 11-07-039	GURNEE - ALL	AL	SHELBY	01117204570000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 11-09-18	GURNEE - ALL	AL	SHELBY	01117204830000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 11-11-038	GURNEE - ALL	AL	SHELBY	01117204580000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 11-13-040	GURNEE - ALL	AL	SHELBY	01117204590000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 11-16-034	GURNEE - ALL	AL	SHELBY	01117204530000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 12-02-010	GURNEE - ALL	AL	SHELBY	01117204720000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 12-04-015	GURNEE - ALL	AL	SHELBY	01117204600000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 12-06-014	GURNEE - ALL	AL	SHELBY	01117204620000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 12-08-023	GURNEE - ALL	AL	SHELBY	01117204730000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 12-12-019A	GURNEE - ALL	AL	SHELBY	01117204890000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 12-14-031	GURNEE - ALL	AL	SHELBY	01117204610000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 12-16-020	GURNEE - ALL	AL	SHELBY	01117204850000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 13-04-033	GURNEE - ALL	AL	SHELBY	01117204630000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 14-02-037	GURNEE - ALL	AL	SHELBY	01117204550000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 14-08-035	GURNEE - ALL	AL	SHELBY	01117204640000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 15-02-051	GURNEE - ALL	AL	SHELBY	01117204560000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 15-05-140	GURNEE - ALL	AL	SHELBY	01117204970000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 15-07-049	GURNEE - ALL	AL	SHELBY	01117204490000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 15-08-048	GURNEE - ALL	AL	SHELBY	01117204500000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 15-10-063	GURNEE - ALL	AL	SHELBY	01117204710000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 15-11-050	GURNEE - ALL	AL	SHELBY	01117204510000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 15-16-062	GURNEE - ALL	AL	SHELBY	01117204930000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
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	1.0000	0.8150
USS 22-03-069	GURNEE - ALL	AL	SHELBY	01117204940000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150



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USS 22-05-071	GURNEE - ALL	AL	SHELBY	01117204990000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 22-07-067	GURNEE - ALL	AL	SHELBY	01117205000000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 22-08-125	GURNEE - ALL	AL	SHELBY	01117204700000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 22-10-139	GURNEE - ALL	AL	SHELBY	01117204800000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 22-16-122	GURNEE - ALL	AL	SHELBY	01117204810000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 23-02-059	GURNEE - ALL	AL	SHELBY	01117204660000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 23-04-066	GURNEE - ALL	AL	SHELBY	01117204680000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 23-06-058	GURNEE - ALL	AL	SHELBY	01117204650000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 23-08-057	GURNEE - ALL	AL	SHELBY	01117204670000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 23-10-111	GURNEE - ALL	AL	SHELBY	01117204780000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 23-12-123	GURNEE - ALL	AL	SHELBY	01117204690000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 23-14-121	GURNEE - ALL	AL	SHELBY	01117204880000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 23-16-110	GURNEE - ALL	AL	SHELBY	01117204790000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 24-04-056	GURNEE - ALL	AL	SHELBY	01117204960000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 26-02-109	GURNEE - ALL	AL	SHELBY	01117204760000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 26-04-126	GURNEE - ALL	AL	SHELBY	01117204740000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 26-06-114	GURNEE - ALL	AL	SHELBY	01117205500000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 26-08-108	GURNEE - ALL	AL	SHELBY	01117204770000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 26-10-107	GURNEE - ALL	AL	SHELBY	01117205070000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 26-12-113	GURNEE - ALL	AL	SHELBY	01117205110000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 27-02-119	GURNEE - ALL	AL	SHELBY	01117205010000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 27-06-118	GURNEE - ALL	AL	SHELBY	01117205040000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 27-08-117	GURNEE - ALL	AL	SHELBY	01117205030000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 27-10-116	GURNEE - ALL	AL	SHELBY	01117205080000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 27-12-092	GURNEE - ALL	AL	SHELBY	01117205050000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 27-14-093	GURNEE - ALL	AL	SHELBY	01117205060000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150
USS 27-16-115	GURNEE - ALL	AL	SHELBY	01117205020000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8150



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EXHIBIT A-2

NON-OPERATED WELLS

None.

EXHIBIT A-3

LEASES

[See attached.]



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EXHIBIT A-3
LEASES

To that certain Mortgage, Assignment of As-Extracted Collateral, Security Agreement and Fixture Filing, dated March 27, 2023, by UOG ABS Issuer I, LLC ("Mortgagor") in favor of UMB Bank, N.A. ("Mortgagee")

Lessor	Lessee	Date	SEC	TWN	RNG	Legal Description	County	State	Book	Page
UNITED STATES STEEL, LLC (LESSOR'S MINERAL OWNERSHIP IS NOW OWNED BY RGG'S 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

MINERAL INTERESTS

None.



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EXHIBIT B-1

OPERATED RIGHTS OF WAY

[See attached.]



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**EXHIBIT B-1
OPERATED ROWS**

To that certain Mortgage, Assignment of As-Extracted Collateral, Security Agreement and Fixture Filing, dated March 27, 2023, by UOG ABS Issuer I, LLC ("Mortgagor") in favor of UMB Bank, N.A. ("Mortgagee")

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	



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EXHIBIT B-2

NON-OPERATED RIGHTS OF WAY

None.