

After recording this mortgage  
should be mailed to:  
Attention: Rizwan Popatia  
Kirkland & Ellis LLP  
609 Main Street  
Houston, Texas 77002

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*Space above for County Recorder's Use*

PRECAUTIONARY DEED OF TRUST, MORTGAGE, ASSIGNMENT, SECURITY  
AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT

FROM

UOG ABS INTERMEDIATE I, LLC, UOG ABS MANAGEMENT I, LLC, UOG ABS  
PLEDGOR I, LLC, URBAN OIL AND GAS PARTNERS B-1, LP, URBAN FUND II, LP,  
URBAN OIL AND GAS PARTNERS B, LP, URBAN OIL AND GAS PARTNERS C-1, LP,  
URBAN FUND III, LP AND URBAN OIL AND GAS PARTNERS C, LP  
EACH AS A MORTGAGOR

TO

MATT KIRBY,  
AS TRUSTEE

FOR THE BENEFIT OF

UOG ABS ISSUER I, LLC,  
AS MORTGAGEE

Dated as of March 27, 2023

A CARBON, PHOTOGRAPHIC, FACSIMILE, OR OTHER REPRODUCTION OF THIS  
INSTRUMENT IS SUFFICIENT AS A FINANCING STATEMENT.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS,  
SECURES PAYMENT OF FUTURE ADVANCES, AND COVERS PRODUCTS AND  
PROCEEDS OF THE MORTGAGED PROPERTIES.

THIS INSTRUMENT COVERS AMONG OTHER THINGS, (A) GOODS WHICH ARE OR  
ARE TO BECOME FIXTURES RELATED TO THE REAL PROPERTY DESCRIBED

HEREIN, AND (B) AS-EXTRACTED COLLATERAL RELATED TO THE REAL PROPERTY DESCRIBED HEREIN. THIS INSTRUMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE OR COMPARABLE RECORDS OF THE COUNTIES REFERENCED IN EXHIBIT A-1, EXHIBIT A-2, EXHIBIT A-3, EXHIBIT A-4, EXHIBIT B-1 AND EXHIBIT B-2 TO THE PURCHASE AGREEMENT ATTACHED AS ANNEX A HERETO AND SUCH FILING SHALL SERVE, AMONG OTHER PURPOSES, AS A FIXTURE FILING AND AS A FINANCING STATEMENT COVERING AS-EXTRACTED COLLATERAL. THE MORTGAGOR (AS HEREINABOVE IDENTIFIED) MAY HAVE, TO THE EXTENT SPECIFIED BELOW AS BEING INCLUDED IN THE MORTGAGED PROPERTIES (AS HEREINAFTER DEFINED), AN INTEREST IN THE REAL ESTATE WHICH INTEREST IS DESCRIBED IN SECTION 1.1 OF THIS INSTRUMENT.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE, IN CERTAIN JURISDICTIONS WHERE THIS INSTRUMENT MAY BE FILED. A POWER OF SALE MAY ALLOW THE TRUSTEE (AS HEREINAFTER DEFINED) OR MORTGAGEE (AS HEREINAFTER DEFINED) TO TAKE THE MORTGAGED PROPERTIES AND SELL THEM WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE.

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED OF RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE RIGHTS OF MORTGAGEE HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT REFERRED TO BELOW.

NOTE TO ALABAMA PROBATE JUDGE: This Mortgage is exempt from mortgage recording tax because the Mortgage being recorded hereby does not secure a stated or fixed amount of indebtedness, but rather secures only a contingent repayment obligation of the Mortgagor under the terms of an Asset Purchase Agreement, dated as of the 27th day of March, 2023 by and between UOG ABS Intermediate I, LLC, a Delaware limited liability company and UOG ABS Issuer I, LLC, a Delaware limited liability company. Because it is uncertain if or when the Mortgagor will be called upon to pay the contingent obligation, no mortgage recordation tax is due. See *Ex parte Jim Walters Resources, Inc.* 91 So.3d 50 (Ala. Jan. 6, 2012).



PRECAUTIONARY DEED OF TRUST, MORTGAGE, ASSIGNMENT, SECURITY  
AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT

THIS PRECAUTIONARY DEED OF TRUST, MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT (this "**Mortgage**") is entered into as of March 27, 2023 (the "**Effective Date**") by UOG ABS Intermediate I, LLC, a Delaware limited liability company ("**Intermediate**"), Urban Oil and Gas Partners B, LP, a Delaware limited partnership ("**UOGP B**"), Urban Oil and Gas Partners B-1, LP, a Delaware limited partnership ("**UOGP B-1**"), Urban Fund II, LP, a Texas limited partnership ("**UF II**"), UOG ABS Management I, LLC, a Delaware limited liability company ("**Management**"), UOG ABS Pledgor I, LLC, a Delaware limited liability company ("**Pledgor**"), Urban Oil and Gas Partners C, LP, a Delaware limited partnership ("**UOGP C**"), Urban Oil and Gas Partners C-1, LP, a Delaware limited partnership ("**UOGP C-1**"), Urban Fund III, LP, a Texas limited partnership ("**UF III**", and, in such capacity, collectively with UOGP B, UOGP B-1, UF II, Management, Intermediate, Pledgor, UOGP C, and UOGP C-1, the "**Mortgagor**"), in favor of Matt Kirby, as trustee (the "**Trustee**") for the benefit of UOG ABS Issuer I, LLC, a Delaware limited liability company ("**Issuer**" and in such capacity, together with its successors and assigns, "**Mortgagee**").

RECITALS:

A. By means of that certain (1) Asset Purchase Agreement, dated as of March 27, 2023 (the "**Purchase Agreement**"), by and between Intermediate and Issuer, a true and correct copy of which, as in effect on the date hereof, is annexed hereto as Annex A and made a part hereof, Intermediate allocated to Issuer all of the interests, legal and beneficial, that Intermediate had in and to the "**Assets**", as defined therein and herein so called, (2) the Contribution Transactions (as defined in the Purchase Agreement), and (3) Conveyance, Assignment and Bill of Sale, dated as of March 27, 2023 (the "**Assignment**"), among UOGP B, UOGP B-1, UF II, Management, Intermediate, Pledgor, UOGP C, UOGP C-1 and UF III (in such capacity, collectively with UOGP B, UOGP B-1, UF II, Holdings, Intermediate, Pledgor, UOGP C, and UOGP C-1, "**Assignors**") and Issuer, Assignors conveyed and assigned to Issuer the Assets, and Assignors stated their intention to transfer to Issuer all of the interests, legal and beneficial, that Assignors had in and to the Assets. The Assignment, Contribution Transactions and the Purchase Agreement (as each is from time to time amended, supplemented, or restated) are herein collectively called the "**Purchase Documents**".

B. Mortgagor and Mortgagee acknowledge that the rights of Mortgagee may be impaired if, notwithstanding the express intentions of Mortgagor, Assignors and Issuer, the Assignment and related transactions described in and evidenced by the Purchase Documents are held by a court not to be a valid transfer and conveyance of the Assets to Issuer and are instead recharacterized as a financing, a conditional sale or otherwise a transaction in which Intermediate retained an interest in the Assets. In the event that Mortgagor is determined by a final order or judgment entered by a court of competent jurisdiction to have retained any right, title or interest in the Assets following the Effective Date of the Assignment (any such occurrence, a "**Recharacterization**"), Mortgagor executes and delivers this Mortgage as of the Effective Date in





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Shelby Cnty Judge of Probate, AL  
11/28/2023 11:00:33 AM FILED/CERT

order to secure the payment and performance by Mortgagor of its obligations under the Purchase Documents and under the Assignment.

C. Any of Mortgagor's interests in the Assets retained by Mortgagor as a result of a Recharacterization are herein called the "***Retained Interests***".

D. Mortgagee has conditioned certain of its undertakings under the Purchase Documents upon the execution and delivery by Mortgagor of this Mortgage, and Mortgagor has agreed to enter into this Mortgage.

E. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed in that certain Note Purchase Agreement, dated as of the date hereof ("***Note Purchase Agreement***"), by and among the Issuer, Holdings, Intermediate and the Purchasers (as defined in the Note Purchase Agreement) party thereto, or, if not defined therein, in that certain Indenture, dated as of March 27, 2023 (the "***Indenture***"), by and among the Issuer, as issuer, and UMB Bank, N.A., as indenture trustee (in such capacity, the "***Indenture Trustee***"), as paying agent, as note registrar and as securities intermediary.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby agrees with Mortgagee as follows:

## ARTICLE I.

### Granting Clause; Secured Obligations

Section 1.1 Grant and Mortgage: Subject to Section 1.5 hereof, to secure the payment and performance of the secured obligations of Mortgagor hereinafter referred to, Mortgagor does hereby GRANT, BARGAIN, SELL, ALIENATE, MORTGAGE, ASSIGN, TRANSFER, PLEDGE, HYPOTHECATE and CONVEY and, to the extent permitted by applicable law, GRANT A POWER OF SALE to Trustee, and Trustee's successors and substitutes in trust hereunder, for the use and benefit of Mortgagee and Mortgagee's successors and assigns all of the following described real and personal property, rights, titles, interests and estates of Mortgagor, solely to the extent included in the Retained Interests (collectively, the "***Mortgaged Properties***"): /

(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

(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*”);

(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 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***"); and

(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 Purchase Agreement).

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 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 Section 9.406, 9.407 or 9.408 of the Applicable UCC (as defined below); *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 the Administrative Agent, 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***").

TO HAVE AND TO HOLD the Mortgaged Properties unto Trustee, and Trustee's successors and assigns forever, for the benefit of Mortgagee, to secure the payment of the secured obligations hereinafter identified in Sections 1.2 and 1.3 below, upon the terms, provisions and conditions herein set forth.





Section 1.2 Grant of Security Interest. Subject to Section 1.5 hereof, in order to further secure the payment of the secured obligations hereinafter referred to and the performance of the obligations, covenants, agreements, warranties, indemnities and undertakings of Mortgagor hereinafter set forth, Mortgagor does hereby grant to Mortgagee a first priority perfected security interest in and to the Mortgaged Properties (whether now owned or hereafter acquired by operation of law or otherwise) insofar as the Mortgaged Properties consists of personal property or fixtures of any kind or character defined in and subject to the provisions of Article 9 of the Uniform Commercial Code as in effect from time to time as part of the laws applicable to this Mortgage (the “*Applicable UCC*”), including the proceeds and products from any and all of such personal property (such personal property, fixtures and proceeds and products therefrom being herein sometimes collectively called the “*Collateral*”). Except as otherwise expressly provided in this Mortgage, all terms in this Mortgage relating to the Mortgaged Properties and the grant of the foregoing security interest which are defined in the Applicable UCC shall have the meanings assigned to them in Article 9 (or, absent definition in Article 9, in any other Article) of the Applicable UCC, as those meanings may be amended, revised or replaced from time to time. 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. If the Applicable UCC shall in the future be amended or held by a court to define any term used herein more narrowly, or less inclusively, than the UCC in effect on the date of this Mortgage, such amendment or holding shall be disregarded in defining terms used in this Mortgage.

Section 1.3 Assignment, Other Obligations. This Mortgage is made to secure and enforce the payment and performance of the following obligations, indebtedness and liabilities:

- (a) The full performance and payment by Mortgagor of any loan deemed to have been made by Mortgagee to Mortgagor as a result of a Recharacterization;
- (b) 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 Mortgagee under the Note Purchase Agreement and the Basic Documents;
- (c) 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;
- (d) 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 Assignment, the Basic Documents or any provision thereof, but subject to all limitations of liability provided therein; and
- (e) 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 above in this Section 1.3, 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.





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Section 1.4 Secured Obligations. The obligations referred to in Section 1.3, and all renewals, extensions and modifications thereof, and all substitutions therefor, in whole or in part, are herein sometimes referred to as the “*secured obligations*” or the “*obligations secured hereby*”. It is contemplated and acknowledged that the secured obligations may include obligations hereafter arising and that this Mortgage shall have effect, as of the date hereof, to secure all secured obligations, regardless of whether any amounts exist on the date hereof or arise on a later date or, whether having arisen or been advanced, are later repaid in part or in whole and further obligations arise or advances are made at a later date.

Section 1.5 Assets and effect of Assignment. Mortgagor and Mortgagee have provided that, and intend that, the Assignment assign and transfer all Mortgagor’s right, title and interest in the Assets, absolutely and not as collateral or security for a debt, and for Mortgagor to have thereby disclaimed any interest in the Assets. Notwithstanding Mortgagor’s and Mortgagee’s intentions that Mortgagor shall have no right, title or interest in the Assets following the assignment of the Assets pursuant to the Assignment, and in order to protect Mortgagee’s interests in the Assets, solely in the event of a Recharacterization and to the extent of such Recharacterization, Mortgagor has, as of the Effective Date, granted the liens and security interests herein set forth. Notwithstanding any other provision contained herein, Mortgagee agrees that, prior to the occurrence of a Recharacterization, none of the rights granted to Mortgagee under this Mortgage shall give or be construed to give Mortgagee, or be construed to exercise against Mortgagor, any rights against any of the Mortgaged Property (which, for the avoidance of doubt, includes the right to sell the Mortgaged Properties and the right to enter upon or take possession of the Mortgaged Properties), nor do they prohibit the Mortgagee from exercising any rights to enforce any obligation under the Assignment.

Section 1.6 Maturity Date. The obligations, covenants, agreements, warranties, indemnities and undertakings of and by Mortgagor from time to time owing to Mortgagee shall cease, terminate and thereafter be of no further force or effect upon the satisfaction and discharge of the Indenture in accordance with the terms and conditions of Section 11.1 therein, unless extended pursuant to the terms of the Indenture (the “*Termination Time*”). The Termination Time, as it may be extended, shall be the maturity date of this Mortgage. In the event of a Recharacterization, solely with respect to the Retained Interests, the secured obligations shall be the valid obligations of the Mortgage and shall remain payable in accordance with the terms of the Indenture, the Note Purchase Agreement and the other Basic Documents as if Mortgagor was party thereto as the Issuer, and each reference in the Indenture, Note Purchase Agreement and the other Basic Documents to that certain Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of the date hereof, by the Issuer for the benefit of the Indenture Trustee shall instead mean this Mortgage.

## ARTICLE II.

### Covenants

Section 2.1 Mortgagor warrants, represents, covenants and agrees, for the benefit of Mortgagee, that, in the event of a Recharacterization:





(a) Title. To the extent of the undivided interests specified on Exhibit A-1, Exhibit A-2 and Exhibit B hereto, Mortgagor has good and defensible record and beneficial title to the Mortgaged Properties, subject only to Permitted Liens.

(b) No Encumbrances. The Mortgaged Properties are free and clear of all royalties, overriding royalties, liens, security interests and other encumbrances, subject only to the Permitted Liens and any effects of the Assignment as set forth in Section 2.04 of the Purchase Agreement.

(c) Not a Foreign Person. The 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 any regulations promulgated thereunder).

This Mortgage is subject to (but in no event shall this Mortgage be an assumption of) the Permitted Liens, in each case to the extent and only for so long as the same are valid and subsisting and affect title to the Mortgaged Properties; provided that, the foregoing is not intended to, and shall not, subordinate the first priority lien created hereby.

Section 2.2 Mortgagor hereby covenants with Mortgagee that, in the event of a Recharacterization:

(a) Defend Title. Mortgagor will warrant and defend the title to the Mortgaged Properties to the extent of the undivided interests specified on Exhibit A-1, Exhibit A-2 and Exhibit B (subject to the limitations set forth in Section 2.1) against the claims and demands of all other persons whomsoever, and will maintain and preserve the liens and security interests created hereby so long as any of the secured obligations remain unpaid or unperformed. Should an adverse claim be made against or a cloud develop upon the title to any part of the Mortgaged Properties, other than Permitted Liens, Mortgagor agrees it will timely defend against such adverse claim or take commercially reasonable action to remove such cloud at Mortgagor's cost and expense to the extent permitted by applicable law, and Mortgagor further agrees that Mortgagee may take such other reasonable action as it deems advisable to protect and preserve its interests in the Mortgaged Properties, and in such event, to the extent permitted by applicable law, Mortgagor will reimburse Mortgagee for any and all reasonable and documented costs, attorney's fees and other expenses which it may incur in defending against any such adverse claim or taking action to remove any such cloud. All such amounts shall be a part of the secured obligations described in Section 1.4 hereof.

(b) Failure to Perform. Mortgagor agrees that if Mortgagor fails to perform any act or to take any action which Mortgagor is required to perform or take hereunder or pay any money which Mortgagor is required to pay hereunder, Mortgagee may, but shall not be obligated to, perform or cause to be performed such act or take such action or pay such money, and any reasonable expenses so incurred and any money so paid by Mortgagee shall be a demand obligation owing Mortgagor to Mortgagee, and Mortgagee, upon making such payment, shall be subrogated to all of the rights of the Person receiving such payment. All such amounts shall be a part of the secured obligations described in Section 1.4 hereof.





(c) Further Assurance. Mortgagor will, on written request of Mortgagee, (i) as promptly as reasonably practicable, correct any defect, error or omission which may be discovered in the contents of this Mortgage, or in the execution or acknowledgment of this Mortgage; (ii) execute, acknowledge, deliver and record or file such further instruments (including further mortgages, security agreements, financing statements, continuation statements, and assignments of production, accounts, funds, contract rights, general intangibles, and proceeds) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Mortgage; and (iii) execute, acknowledge, deliver, and file or record any document or instrument (including specifically any financing statement) reasonably requested by Mortgagee to protect the lien or the security interest hereunder against the rights or interests of third persons. Mortgagor shall pay all reasonable costs connected with any of the foregoing, in each case so long as no such action results in a violation of or is inconsistent with the terms and provisions of the Intercreditor Agreement.

(d) Name and Place of Business. Mortgagor will not cause or permit any change to be made in its name, identity, limited liability company structure, federal employer identification number or state of organization (whether by merger or otherwise) unless Mortgagor shall have notified Mortgagee of such change within thirty (30) days after the effective date of such change, and shall have first taken all action required by Mortgagee for the purpose of further perfecting or protecting the liens and security interests in the Mortgaged Properties created hereby. Mortgagor's exact name is the name set forth in this Mortgage.

### ARTICLE III.

#### Remedies Upon Acceleration Event

##### Section 3.1 Foreclosure and Sale.

(a) Mortgaged Properties. Subject to Section 3.1(e), upon both (i) the occurrence and continuance of a default in the obligations secured hereby *and* (ii) the occurrence of a Recharacterization (such joint occurrence, an "***Acceleration Event***"), to the extent provided by applicable law, the Mortgagee shall have the right and option to proceed with foreclosure by directing Trustee, or Trustee's successor or substitute, to sell, to the extent and in any manner permitted by law, all or any portion of the Mortgaged Properties at one or more sales, as an entirety or in parcels, at such place or places and otherwise in such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as Mortgagee may deem appropriate in accordance with commercially reasonable standards, and to make conveyance to the purchaser or purchasers. Nothing contained in this Section 3.1 shall be construed so as to limit in any way any rights to sell the Mortgaged Properties or any portion thereof by private sale, if and to the extent that such private sale is permitted under the laws of the applicable jurisdiction, or by public or private sale after entry of a judgment by any court of competent jurisdiction so ordering. Mortgagor hereby irrevocably appoints Trustee, with full power of substitution, to be the attorney-in-fact of Mortgagor and in the name and on behalf of Mortgagor to execute and deliver any deeds, transfers, conveyances, assignments,



assurances and notices which Mortgagor is required by law or this Mortgage to execute and deliver and do and perform any and all such lawful acts and things that Mortgagor is required by law or this Mortgage to do and perform under the covenants herein contained. To the extent permitted by applicable law, where the Mortgaged Properties are situated in more than one jurisdiction, notice as above provided shall be posted and filed in all such jurisdictions (if such notices are required by law), and all such Mortgaged Properties may be sold in any such jurisdiction and any such notice shall designate the jurisdiction where such Mortgaged Properties are to be sold. To the extent permitted by applicable law, at any such sale: (i) whether made under the power herein contained or any other legal enactment, or by virtue of any judicial proceedings or any other legal right, remedy or recourse, it shall not be necessary for Trustee to have physically present, or to have constructive possession of, the Mortgaged Properties (Mortgagor hereby covenanting and agreeing to deliver to Trustee any portion of the Mortgaged Properties not actually or constructively possessed by Trustee immediately upon demand by Trustee) and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale, (ii) each instrument of conveyance executed by Trustee shall contain a general warranty of title, binding upon Mortgagor and its successors and assigns but not purporting to cover any property, assets, or interests other than the Mortgaged Property so sold or conveyed, (iii) any and all prerequisites to the validity thereof shall be conclusively presumed to have been performed, (iv) the receipt of Trustee or of such other party or officer making the sale shall be a sufficient discharge to the purchaser or purchasers for its purchase money and no such purchaser or purchasers, or its assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money, or be in any way answerable for any loss, misapplication or nonapplication thereof, (v) to the extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against any and all other persons claiming or to claim the Mortgaged Property sold or any part thereof, and (vi) to the extent and under such circumstances as are permitted by law, Mortgagee may be a purchaser at any such sale, and shall have the right, after paying or accounting for all costs of said sale or sales, to credit the amount of the bid upon the amount of the secured obligations (in the order of priority set forth in Section 3.4) in lieu of cash payment.

(b) TO THE EXTENT PERMITTED BY APPLICABLE LAW, A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, A POWER OF SALE MAY ALLOW MORTGAGEE OR TRUSTEE TO TAKE THE MORTGAGED PROPERTIES AND SELL THEM WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY MORTGAGOR UNDER THIS MORTGAGE.

(c) If an Acceleration Event shall occur and be continuing, Mortgagee may exercise any rights of enforcement with respect to the Collateral under the Applicable UCC, or under any other statute in force in any state to the extent the same is applicable



law. Cumulative of the foregoing and the other provisions of this Section 3.1. To the extent permitted by applicable law:

(i) upon the occurrence and during the continuance of an Acceleration Event, Mortgagee may enter upon the Mortgaged Properties or otherwise upon Mortgagor's premises to take possession of, assemble and collect the Collateral or to render it unusable;

(ii) upon the occurrence and during the continuance of an Acceleration Event, Mortgagee may require Mortgagor to assemble the Collateral and make it available at a place Mortgagee designates which is mutually convenient to allow Mortgagee to take possession or dispose of the Collateral;

(iii) written notice mailed to Mortgagor as provided herein at least ten (10) days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made shall constitute reasonable notice;

(iv) in the event of a foreclosure of the liens, privileges or security interests evidenced hereby, the Collateral, or any part thereof, and the Mortgaged Properties, or any part thereof, may, at the option of Mortgagee, be sold, as a whole or in parts, together or separately (including, without limitation, where a portion of the Mortgaged Properties is sold, the Collateral related thereto may be sold in connection therewith);

(v) the expenses of sale shall include the reasonable expenses of retaking the Collateral, or any part thereof, holding the same and preparing the same for sale or other disposition;

(vi) should, under this subsection, the Collateral be disposed of other than by sale, any proceeds of such disposition shall be treated as if the same were sales proceeds; and

(vii) upon the occurrence and during the continuance of an Acceleration Event, Mortgagee may, to the extent permitted under applicable law, elect to treat the fixtures included in the Collateral either as real property or as personal property, or both, and proceed to exercise such rights as apply thereto. With respect to any sale of real property included in the Mortgaged Properties made under the powers of sale herein granted and conferred, Mortgagee may, to the extent permitted by applicable law, include in such sale any personal property and fixtures included in the Collateral and relating to such real property.

(d) To the extent permitted by applicable law, the sale hereunder of less than the whole of the Mortgaged Properties shall not exhaust the powers of sale herein granted or the right to judicial foreclosure, and one or more successive sales may be made until the whole of the Mortgaged Properties shall be sold, and, if the proceeds of such sale of less than the whole of the Mortgaged Properties shall be less than the aggregate of the obligations secured hereby and the expense of conducting such sale, this Mortgage and the liens, privileges and security interests hereof shall remain in full force and effect as to the





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unsold portion of the Mortgaged Properties just as though no sale had been made; provided, however, that Mortgagor shall never have any right to require the sale of less than the whole of the Mortgaged Properties. In the event any sale hereunder is not completed or is defective in the opinion of Mortgagee, such sale shall not exhaust the powers of sale hereunder or the right to judicial foreclosure, and Mortgagee shall have the right to cause a subsequent sale or sales to be made. Any sale may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law. To the extent permitted by applicable law, Mortgagee acting under power of sale may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale (including the posting of notices and the conduct of sale), and such appointment need not be in writing or recorded. Any and all statements of fact or other recitals made in any deed or deeds, or other instruments of transfer, given in connection with a sale as to nonpayment of the secured obligations or as to the occurrence of any Acceleration Event, or as all of the secured obligations having been declared to be due and payable, or as to the request to sell, or as to notice of time, place and terms of sale and the properties to be sold having been duly given, or as to any other act or thing having been duly done, shall be taken as prima facie evidence of the truth of the facts so stated and recited. Notwithstanding any reference herein to any Purchase Document, all persons dealing with the Mortgaged Properties shall be entitled to rely on any document, or certificate, of Mortgagee as to the occurrence of an event, such as an Acceleration Event, and shall not be charged with or forced to review any provision of any other document to determine the accuracy thereof. To the extent permitted by applicable law, with respect to any sale held in foreclosure of the liens or security interests covered hereby, it shall not be necessary for Mortgagee, any public officer acting under execution or order of the court or any other party to have physically present or constructively in his/her or its possession, either at the time of or prior to such sale, the Mortgaged Properties or any part thereof.

(e) For the avoidance of doubt, and notwithstanding anything to the contrary contained herein, unless and until a Recharacterization has occurred and there shall be a default under the secured obligations, Mortgagee shall not be entitled to exercise any of the rights and remedies set forth herein.

**Section 3.2 Limitation of Recourse. Notwithstanding anything to the contrary herein, any right of recovery or recourse by the Mortgagee in respect of any secured obligations is limited to the Mortgaged Properties and proceeds thereof. The Mortgagee hereby waives, disclaims, and abandons, without reservation and in all circumstances, any right to recovery on or to any unsecured claim or deficiency or other right of recovery in respect of any obligation under or secured by the Liens of the Precautionary Mortgage arising under or by operation of Section 1111(b)(1)(A) of the United States Bankruptcy Code (or its successor) against or payable from any property or asset or person other than the Mortgaged Properties and the proceeds thereof.**

**Section 3.3 Substitute Trustees and Agents. Trustee may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Trustee, including the posting of notices and the conduct of sale (but, in the case of a non-judicial foreclosure proceeding, expressly excluding the conduct of the sale), but in the name and on behalf of Trustee. If Trustee shall have given notice of sale hereunder, any successor or substitute trustee**



thereafter appointed may complete the sale and the conveyance of the property pursuant thereto as if such notice had been given by the successor or substitute trustee conducting the sale.

Section 3.4 Proceeds of Foreclosure. The proceeds of any accounts held in foreclosure of the liens or security interests evidenced hereby shall be applied:

FIRST, to the payment of all necessary costs and expenses incident to such foreclosure sale, including but not limited to reasonable attorney's fees, all court costs and charges of every character in the event foreclosed by suit or any judicial proceeding, if any;

SECOND, to be applied without duplication to the secured obligations; and

THIRD, the remainder, if any there shall be, shall be paid to Mortgagor, or to Mortgagor's successors or assigns, or such other persons as may be entitled thereto by law.

Section 3.5 Mortgagee as Purchaser. Mortgagee, or its designee, shall have the right to become the purchaser at any sale held in foreclosure of the liens and/or security interests evidenced hereby, and Mortgagee shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the secured obligations owing to Mortgagee.

Section 3.6 Foreclosure as to Matured Obligation. If an Acceleration Event shall occur and be continuing, Mortgagee shall have the right to proceed with foreclosure of the liens, privileges or security interests evidenced hereby without any requirement that the entire secured obligations have become due, and in such event, any such foreclosure sale may be made subject to the unmatured part of the secured obligations, in which event such foreclosure sale shall not in any manner affect the unmatured part of the secured obligations but, as to such unmatured part, this Mortgage shall remain in full force and effect as though no sale had been made. The proceeds of such sale shall be applied as provided in Section 3.4. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the secured obligations.

Section 3.7 Remedies Cumulative. All remedies herein provided for are cumulative of each other and of all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in any Purchase Document, and, in addition to the remedies herein provided, there shall continue to be available all such other remedies as may now or hereafter exist at law or in equity for the collection of the secured obligations and the enforcement of the covenants herein and the foreclosure of the liens or security interests evidenced hereby, and the resort to any remedy provided for hereunder or under any such Purchase Document or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

Section 3.8 Discretion as to Security. Mortgagee may resort to any security given by this Mortgage or to any guaranty of the obligations secured hereby, in whole or in part, and in such portions and in such order as may seem best to Mortgagee in its sole and uncontrolled discretion, and any such action shall not in any way be considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this Mortgage.

Section 3.9 Mortgagor's Waiver of Certain Rights. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the



benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, and Mortgagor, for itself, its successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Properties, to the extent permitted by applicable law, hereby waives and releases all rights of appraisal, valuation, stay of execution, redemption, notice of intention to accelerate, mature or declare due the whole of the secured obligations, notice of election to accelerate, mature or declare due the whole of the secured obligations and all rights to a marshaling of assets of Mortgagor, including the Mortgaged Properties, or to a sale in inverse order of alienation in the event of foreclosure of the liens or security interests hereby created. Mortgagor shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatever to defeat, reduce or affect the right under the terms of this Mortgage to a sale of the Mortgaged Properties for the collection of the secured obligations without any prior or different resort for collection, or the right under the terms of this Mortgage to the payment of the secured obligations out of the proceeds of sale of the Mortgaged Properties in preference to every other claimant whatever. If any law referred to in this section and now in force, of which Mortgagor or its successors or assigns or any other persons claiming any interest in the Mortgaged Properties or the Collateral might take advantage despite this section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this section.

Section 3.10 Discontinuance of Proceedings. In case Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under the Assignment or any Purchase Document and shall thereafter elect to discontinue or abandon same for any reason, Mortgagee shall have the unqualified right to do so and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the secured obligations, this Mortgage, the Purchase Documents, the Mortgaged Properties and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if same had never been invoked.

#### ARTICLE IV.

##### The Trustee

Section 4.1 Duties, Rights, and Powers of Trustee. It shall be no part of the duty of Trustee to see to any recording, filing or registration of this Mortgage or any other instrument in addition or supplemental thereto, or to give any notice thereof, or to see to the payment of or be under any duty in respect of any tax or assessment or other governmental charge which may be levied or assessed on the Mortgaged Properties, or any part thereof, or against Mortgagor, or to see to the performance or observance by Mortgagor of any of the covenants and agreements contained herein. Trustee shall not be responsible for the execution, acknowledgment or validity of this Mortgage or of any instrument in addition or supplemental hereto or for the sufficiency of the security purported to be created hereby, and makes no representation in respect thereof or in respect of the rights of Mortgagee. Trustee shall have the right to advise with counsel upon any matters arising hereunder and shall be fully protected in relying as to legal matters on the advice of counsel. Trustee shall not incur any personal liability hereunder except for Trustee's own gross negligence, bad faith or willful misconduct; and Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine.



Section 4.2 Successor Trustee. Trustee may resign by written notice addressed to Mortgagee or be removed at any time with or without cause by an instrument in writing duly executed on behalf of Mortgagee. In case of the death, resignation or removal of the Trustee, a successor trustee may be appointed by Mortgagee by instrument of substitution complying with any applicable requirements of law, or, in the absence of any such requirement, without other formality than appointment and designation in writing. Written notice of such appointment and designation shall be given by Mortgagee to Mortgagor, but the validity of any such appointment shall not be impaired or affected by failure to give such notice or by any defect therein. Such appointment and designation shall be full evidence of the right and authority to make the same and of all the facts therein recited, and, upon the making of any such appointment and designation, this Mortgage shall vest in the successor trustee all the estate and title in and to all of the Mortgaged Properties, and the successor trustee shall thereupon succeed to all of the rights, powers, privileges, immunities and duties hereby conferred upon Trustee named herein, and one such appointment and designation shall not exhaust the right to appoint and designate a successor trustee hereunder but such right may be exercised repeatedly as long as any obligations secured hereby remain unpaid. To facilitate the administration of the duties hereunder, Mortgagee may appoint multiple trustees to serve in such capacity or in such jurisdictions as Mortgagee may designate.

Section 4.3 Retention of Moneys. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received hereunder.

## ARTICLE V.

### Miscellaneous and Applicability of Intercreditor Agreement

Section 5.1 Scope of Mortgage. This Mortgage is a mortgage of both real and personal property, a security agreement, a financing statement and an assignment, and also covers proceeds, fixtures, as-extracted collateral, and other rights as set out herein.

Section 5.2 Effective as a Financing Statement. This Mortgage, among other things, covers goods which may be or may become fixtures on the real property described herein and covers as-extracted collateral related to the real property described herein. This Mortgage shall be effective as a financing statement (i) filed as a fixture filing with respect to all fixtures included within the Mortgaged Properties, (ii) covering all as-extracted collateral included within the Mortgaged Properties and (iii) covering all other Mortgaged Properties. This Mortgage is to be filed for record in the real property records of each county where any part of the Mortgaged Properties is situated and may also be filed in the offices of any relevant state agency (or any successor agencies). The mailing address of Mortgagor is the address of Mortgagor set forth at the end of this Mortgage and the address of Mortgagee from which information concerning the security interests hereunder may be obtained is the address of Mortgagee set forth at the end of this Mortgage. Nothing contained in this paragraph shall be construed to limit the scope of this Mortgage nor its effectiveness as a financing statement covering any type of Mortgaged Properties.

Section 5.3 Reproduction of Mortgage as Financing Statement; Authorization to File. A carbon, photographic, facsimile or other reproduction of this Mortgage or of any financing



statement relating to this Mortgage shall be sufficient as a financing statement for any of the purposes referred to in Section 5.2. Without limiting any other provision herein, Mortgagor hereby authorizes Mortgagee to file, in any filing or recording office, one or more financing statements describing the Collateral and any renewal or continuation statements thereof.

Section 5.4 Notice to Account Debtors. In addition to, but without limitation of, the rights granted in Article III hereof or in the Indenture, Mortgagee may, at any time after an Acceleration Event has occurred that is continuing, notify the account debtors or obligors of any accounts, chattel paper, negotiable instruments or other evidence of obligations included in the Collateral to pay Mortgagee directly.

Section 5.5 Waivers. Mortgagee may at any time and from time to time in writing waive compliance by Mortgagor with any covenant herein made by Mortgagor to the extent and in the manner specified in such writing, or consent to Mortgagor's doing any act which hereunder Mortgagor is prohibited from doing, or to Mortgagor's failing to do any act which hereunder Mortgagor is required to do, to the extent and in the manner specified in such writing, or release any part of the Mortgaged Properties from the lien and security interest of this Mortgage. Any party liable, either directly or indirectly, for the secured obligations or for any covenant herein or in any Purchase Document may be released from all or any part of such obligations without impairing or releasing the liability of any other party. No such act shall in any way impair any rights or powers hereunder except to the extent specifically agreed to in such writing.

Section 5.6 No Impairment of Security. To the extent allowed by applicable law, the lien, privilege, security interest and other security rights hereunder shall not be impaired by any indulgence, moratorium or release which may be granted including, but not limited to, any renewal, extension or modification which may be granted with respect to any secured obligations, or any surrender, compromise, release, renewal, extension, exchange or substitution which may be granted in respect of the Mortgaged Properties, or any part thereof or any interest therein, or any release or indulgence granted to any endorser, guarantor or surety of any secured obligations.

Section 5.7 Acts Not Constituting Waiver. Any default may be waived without waiving any other prior or subsequent default. Any default may be remedied without waiving the default remedied. Neither failure to exercise, nor delay in exercising, any right, power or remedy upon any default shall be construed as a waiver of such default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Mortgagor therefrom shall in any event be effective unless the same shall be in writing and signed by Mortgagee and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice nor demand on Mortgagor in any case shall of itself entitle Mortgagor to any other or further notice or demand in similar or other circumstances. Acceptance of any payment in an amount less than the amount then due on any secured obligations shall be deemed an acceptance on account only and shall not in any way excuse the existence of a default hereunder.



Section 5.8 Forbearance or Extension. No forbearance and no extension of the time for the payment of the obligations secured hereby, shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Mortgagor hereunder for the payment of the obligations or performance of the obligations secured hereby, or the liability of any other person hereunder or for the payment of the obligations secured hereby.

Section 5.9 Place of Payment. All secured obligations which may be owing hereunder at any time by Mortgagor shall be payable at the place designated in the Purchase Documents, as applicable, (or if no such designation is made, at the address of Mortgagee indicated at the end of this Mortgage), or at such other place as Mortgagee may designate in writing.

Section 5.10 Application of Payments to Certain Obligations. If any part of the secured obligations cannot be lawfully secured by this Mortgage or if any part of the Mortgaged Properties cannot be lawfully subject to the lien, privilege and security interest hereof to the full extent of such 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 5.11 Compliance With Usury Laws. It is the intent of Mortgagor and Mortgagee to contract in strict compliance with applicable usury law from time to time in effect. In furtherance thereof, it is stipulated and agreed that none of the terms and provisions contained herein or in the Purchase Documents shall ever be construed to create a contract to pay, for the use, forbearance or detention of money, interest in excess of the maximum amount of interest permitted to be collected, charged, taken, reserved or received by applicable law from time to time in effect. In the event Mortgagee ever receives, collects, or applies as interest, any amount which would be excessive interest, that amount shall be treated as a principal prepayment of the indebtedness secured hereby and applied to reduce the outstanding principal balance of the indebtedness secured hereby; *provided* that, if the principal of the indebtedness secured hereby is paid in full, any remaining excess shall be paid to Mortgagor. In determining whether or not the interest paid or payable, under any specific contingency, exceeds the maximum legal rate, Mortgagor and Mortgagee shall, to the maximum extent permitted under applicable Law, (i) characterize any nonprincipal payment as an expense, fee, or premium rather than as interest, (ii) exclude voluntary prepayments and the effects thereof, and (iii) spread the total amount of interest throughout the entire contemplated term of any Note; provided that, if the indebtedness secured hereby is paid and performed in full prior to the end of the full contemplated term of any Note, and if the interest received by Mortgagee for the actual period of existence of any Note exceeds the maximum legal rate, Mortgagee shall refund to Mortgagor the amount of such excess, and, in such event, Mortgagee shall not be subject to any penalties provided by any laws for contracting for, charging, taking, reserving, or receiving interest in excess of the maximum legal rate. To the extent that Mortgagee is relying on the laws of the State of Texas for purposes of determining the maximum legal rate, such term shall mean the weekly interest rate ceiling from time to time in effect as provided in Chapter 303 of the Texas Finance Code, as may be hereafter amended or recodified. Additionally, to the extent permitted by applicable Law now or hereafter in effect, Mortgagee may, at its option and from time to time, implement any other method of computing the maximum legal rate under Chapter 303 of the Texas Finance Code, as may be hereafter amended or recodified, or under other applicable Law, by giving Mortgagor the notice required by applicable Law now or hereafter in effect. In no event shall the indebtedness secured hereby be considered a revolving credit account as defined in Chapter 346 of the Texas Finance Code, as may be hereafter amended



or recodified. The terms and provisions of this paragraph shall control and supersede every other provision of this Mortgage and of all agreements with respect to the indebtedness secured hereby between Mortgagor and Mortgagee in the event of a conflict in such provisions.

Section 5.12 Release of Mortgage. If the Termination Time has occurred and (without duplication) all secured obligations have been fully paid and performed under the Note Purchase Agreement, the Indenture and the other Basic Documents, all of the covenants, warranties, undertakings and agreements made in the Note Purchase Agreement, the Indenture and the other Basic Documents are kept and performed, and Mortgagee is not bound or required to permit any secured obligations to be incurred then or thereafter, then, upon request by Mortgagor, Mortgagee shall promptly cause satisfaction, discharge and release of this Mortgage to be entered upon the record at the expense of Mortgagor and shall execute and deliver or cause to be executed and delivered such instruments of satisfaction, reassignment and /or release as may be appropriate. Notwithstanding the foregoing, it is understood and agreed that certain indemnifications, and other rights, which are provided herein or in the Purchase Documents to continue following the release hereof, shall continue in effect notwithstanding such release of such payment or payments; and provided that if any payment to Mortgagee, is held to constitute a preference or a voidable transfer under applicable state or federal laws or if for any other reason Mortgagee, is required to refund such payment to the payor thereof or to pay the amount thereof to any third party, this Mortgage shall be reinstated to the extent of such payment or payments.

Section 5.13 Notice. All notices, requests, consents, demands and other communications required or permitted hereunder or under any Purchase Document shall be in writing and, unless otherwise specifically provided in such Purchase Document, shall be deemed sufficiently given or furnished if delivered by personal delivery, by telefacsimile, by delivery service with proof of delivery, or by registered or certified United States mail, postage prepaid, at the addresses specified at the end of this Mortgage (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given (a) in the case of personal delivery or delivery service, as of the date of first attempted delivery at the address and in the manner provided herein, (b) in the case of telefacsimile, upon receipt, and (c) in the case of registered or certified United States mail, three (3) days after deposit in the mail. Notwithstanding the foregoing, or anything else in the Purchase Documents which may appear to the contrary, any notice given in connection with a foreclosure of the liens or security interests created hereunder, or otherwise in connection with the exercise by Mortgagee of its rights hereunder or under any Purchase Document, which is given in a manner permitted by applicable law shall constitute proper notice; without limitation of the foregoing, notice given in a form required or permitted by statute shall (as to the portion of the Mortgaged Properties to which such statute is applicable) constitute proper notice.

Section 5.14 Invalidity of Certain Provisions. A determination that any provision of this Mortgage is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Mortgage to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

Section 5.15 Gender; Titles; Construction. All references in this Mortgage to articles, sections, subsections and other subdivisions refer to corresponding articles, sections, subsections





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and other subdivisions of this Mortgage unless expressly provided otherwise. Titles appearing at the beginning of any of such subdivisions are for convenience only and shall not constitute part of such subdivisions and shall be disregarded in construing the language contained in such subdivisions. The words “*this Mortgage*”, “*this instrument*”, “*herein*”, “*hereof*”, “*hereunder*” and words of similar import refer to this Mortgage as a whole and not to any particular subdivision unless expressly so limited. The phrase “*to the extent permitted by applicable law*” includes matters not prohibited by applicable law. Unless the context otherwise requires: “*including*” and its grammatical variations mean “including without limitation”; “*or*” is not exclusive; words in the singular form shall be construed to include the plural and vice versa; words in any gender include all other genders; references herein to any instrument or agreement refer to such instrument or agreement as it may be from time to time amended or supplemented; and references herein to any Person include such Person’s successors and assigns. All references in this Mortgage to exhibits and schedules refer to exhibits and schedules to this Mortgage unless expressly provided otherwise, and all such exhibits and schedules are hereby incorporated herein by reference and made a part hereof for all purposes. This Mortgage has been drafted with the joint participation of Mortgagor and Mortgagee and shall be construed neither against nor in favor of either such party but rather in accordance with the fair meaning hereof.

Section 5.16 Recording. Mortgagor will cause this Mortgage and all amendments and supplements thereto and substitutions therefor and all financing statements and continuation statements relating thereto to be recorded, filed, re-recorded and refiled in such manner and in such places as Mortgagee shall reasonably request and will pay all such recording, filing, re-recording and refiling taxes, fees and other charges.

Section 5.17 Certain Obligations of Mortgagor. Without limiting Mortgagor’s obligations hereunder, upon a Recharacterization, Mortgagor’s liability hereunder and the obligations secured hereby shall extend to and include all post-petition interest, expenses and other duties and liabilities with respect to Mortgagor’s obligations hereunder which would be owed but for the fact that the same may be unenforceable due to the existence of a bankruptcy, reorganization or similar proceeding.

Section 5.18 Authority of Mortgagee. All persons shall be entitled to rely on the releases, waivers, consents, approvals, notifications and other acts of Mortgagee without the joinder of any party other than Mortgagee in such releases, waivers, consents, approvals, notifications or other acts.

Section 5.19 Counterparts. This Mortgage may be executed in several counterparts, all of which are identical, except that, to facilitate recordation, certain counterparts hereof may include only that portion of Exhibit A-1, Exhibit A-2 and/or Exhibit B, as applicable, which contains descriptions of the properties located in (or otherwise subject to the recording or filing requirements or protections of the recording or filing acts or regulations of) the recording jurisdiction in which the particular counterpart is to be recorded, and other portion of Exhibit A-1, Exhibit A-2 and Exhibit B shall be included in such counterparts by reference only. All of the counterparts hereof together shall constitute one and the same instrument.

Section 5.20 Successors and Assigns. The terms, provisions, covenants, representations, indemnifications and conditions hereof shall be binding upon Mortgagor, and the successors and



assigns of Mortgagor, and shall inure to the benefit of, and its limitations on the Mortgagee shall bind, Mortgagee and its successors and assigns, and shall constitute covenants running with the Mortgaged Properties. All references in this Mortgage to Mortgagor, Trustee or Mortgagee shall be deemed to include all successors and assigns of each.

Section 5.21 **FINAL AGREEMENT OF THE PARTIES.** THE WRITTEN TRANSACTION DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 5.22 **CHOICE OF LAW.** WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW, THIS MORTGAGE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Section 5.23 **Attorney-in-Fact.** Upon the occurrence and during the continuance of an Acceleration Event after a Recharacterization, Mortgagor hereby designates Mortgagee as its attorney-in-fact and grants to Mortgagee appropriate powers of attorney to act for and on behalf of Mortgagor with all agencies, departments and subdivisions of the United States of America and of all states, in all transactions relating exclusively to the Collateral or any part thereof, but not with respect to any other property or asset or right. Mortgagor hereby authorizes and directs all such agencies, departments and subdivisions to rely upon any writing from Mortgagee asserting that an Acceleration Event has occurred and is continuing, without inquiry into whether or not such Acceleration Event actually occurred and is continuing, and Mortgagee agrees that the exercising by Mortgagee of such powers of attorney may be relied upon in all respects and, as between Mortgagor and such agency, department or subdivision, shall be binding upon Mortgagor.

Section 5.24 **Construed as a Mortgage.** This instrument may, as Mortgagee elects, be enforced from time to time as a mortgage, deed of trust, mortgage-collateral real estate mortgage, conveyance, assignment, security agreement, financing statement, contract or any one or more of these as may be appropriate, and to the extent permitted, under applicable law, in order to fully effectuate the lien hereof and the purposes and agreements herein set forth. With respect to any state, the laws of which do not provide for the use or enforcement of a deed of trust or the office, rights and authority of the trustee as herein provided, or in the event Mortgagee elects to treat this instrument as a mortgage, the general language of conveyance hereof to the Trustee is intended and the same shall be construed as words of mortgage unto and in favor of the Mortgagee and the rights and authority granted to the Trustee herein may be enforced, exercised and asserted by the Mortgagee and the Mortgaged Properties may be foreclosed in any manner permitted by applicable law.

Section 5.25 **Local Law Provisions.** In the event of any inconsistencies between the terms and conditions of this Section 5.25 and the other terms and conditions of this Mortgage, the terms and conditions of this Section 5.25 shall control and be binding.

(a) **Special Texas Provisions:**





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i. TEXAS FINANCE CODE §307.052 COLLATERAL PROTECTION INSURANCE NOTICE:

a. MORTGAGOR IS REQUIRED TO: (a) KEEP THE MORTGAGED PROPERTIES INSURED AGAINST DAMAGE IN THE AMOUNT MORTGAGEE SPECIFIES, (b) PURCHASE THE INSURANCE FROM AN INSURER THAT IS AUTHORIZED TO DO BUSINESS IN THE STATE OF TEXAS OR AN ELIGIBLE SURPLUS LINES INSURER; AND (c) NAME MORTGAGEE AS THE PERSON TO BE PAID UNDER THE POLICY IN THE EVENT OF A LOSS;

b. MORTGAGOR MUST, IF REQUIRED BY MORTGAGEE, DELIVER TO MORTGAGEE A COPY OF THE POLICY AND PROOF OF THE PAYMENT OF PREMIUMS; AND

c. IF MORTGAGOR FAILS TO MEET ANY REQUIREMENT LISTED IN PARAGRAPH (i) OR (ii) ABOVE, MORTGAGEE MAY OBTAIN COLLATERAL PROTECTION INSURANCE ON BEHALF OF MORTGAGOR AT MORTGAGOR'S EXPENSE.

ii. Notice of Foreclosure Sale. Notice of foreclosure sale given in accordance with the requirements of Section 51.002 of the Texas Property Code (or any successor statute then in effect) shall be effective as provided in the statute notwithstanding the notice provisions of Section 5.13 of this Mortgage.

iii. Indemnity Provisions. MORTGAGOR HEREBY AGREES THAT UNDER ANY PROVISION OF THIS MORTGAGE (WHETHER EXPRESSLY SET FORTH OR INCLUDED BY INCORPORATION) PURSUANT TO WHICH BORROWER IS TO INDEMNIFY THE INDEMNIFIED PARTIES THAT INDEMNIFICATION OBLIGATION INCLUDES ANY LOSSES CAUSED BY THE SIMPLE, CONCURRENT OR SOLE NEGLIGENCE OF THE INDEMNIFIED PARTY OR WHICH ARISES IN STRICT LIABILITY (BUT SHALL NOT INCLUDE AN INDEMNITY FOR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY).

iv. Rights of Mortgagee; Special Texas Provisions. Notwithstanding anything to the contrary in this Mortgage, (i) upon the occurrence of any Event of Default, Mortgagee shall have all rights of an "assignee" with respect to the Rent under and subject to Chapter 64 of the Texas Property Code, and (ii) to the extent any provision in this Mortgage conflicts with Chapter 64 of the Texas Property Code or any successor statute, as amended from time to time (the "*Texas Assignment of Rents Act*"), the Texas Assignment of Rents Act shall control.

(b) Special Alabama Provisions.

(i) Power of Sale. If an event of default shall have occurred under this mortgage, 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 as 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 therefore. 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.

(c) Special Colorado Provisions.

(i) Pursuant to Section 38-39-106 C.R.S., this Mortgage may secure Future Advances as to all Secured Obligations, present and future, secured by this Mortgage, notwithstanding the nature of such obligations or the date they arise, up to a maximum principal amount of all Secured Obligations in the amount of \$110,000,000.00.

(ii) The Maturity Date and Termination Date set forth above mean the date upon which all Secured Obligations under the Indenture and Basic Documents are due and payable in full to Beneficiary and/or the Secured Parties, which for purposes of this Mortgage is June 5, 2040.

(iii) Notwithstanding section 5.11 above, with respect to any of the Mortgaged Properties located in Colorado, the applicable Law for determining the highest non-usurious rate allowable under this Mortgage shall be Section 18-15-104 C.R.S.

(d) Special Wyoming Provisions. The state-specific provisions detailed in this Section 5.25 apply to Mortgaged Properties located in the State of Wyoming:

i. WARNING: THIS MORTGAGE CONTAINS A POWER OF SALE AND UPON DEFAULT MAY BE FORECLOSED BY STATUTORY ADVERTISEMENT AND SALE PURSUANT TO WYO. STAT. §34-4-101, et seq. IN FORECLOSURE BY STATUTORY ADVERTISEMENT AND SALE, NO HEARING IS REQUIRED AND NOTICE SHALL BE PROVIDED IN ACCORDANCE WITH APPLICABLE LAW.

ii. Any sale conducted upon foreclosure of the Mortgaged Properties shall be at public venue, between the hour of ten (10:00) o'clock in the forenoon, and five (5:00) o'clock in the afternoon, at the front door of the courthouse, or the place of holding the district court of the county within the county in which the



Mortgaged Properties to be sold, or some part of it, is situated, and shall be made by the sheriff or deputy sheriff of the county, to the highest bidder.

iii. Upon any sale of the Mortgaged Properties by advertisement and sale, the sheriff or other officer, instead of executing a deed to the premises sold, shall give to the purchaser of the Mortgaged Properties a certificate in writing describing the property purchased and the sum paid therefor. The certificate shall state that the purchaser is entitled to a deed for the property at the expiration of the period of redemption, unless the property is redeemed prior to that date as provided by law. The sheriff or other officer shall record in the office of the recorder of the county a duplicate of the certificate, signed and acknowledged by him, and the certificate or a certified copy thereof is admissible as evidence of the facts therein contained.

Section 5.26 Additional Defined Terms. Except as otherwise expressly set forth in this Mortgage, capitalized terms used but not defined herein shall have the meanings ascribed to such terms below:

- (a) “**Affiliate**” (including its derivatives and similar terms) means, when used with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Person in question. For purposes of this Mortgage, Mortgagor and its subsidiaries, on the one hand, and Mortgagee and its subsidiaries, on the other hand, shall not be considered Affiliates of one another.
- (b) “**Burden**” means any and all royalties (including lessors’ royalties and non-participating royalties), overriding royalties, reversionary interests, net profits interests, production payments and other burdens upon, measured by or payable out of production (excluding, for the avoidance of doubt, Taxes).
- (c) “**Closing Date**” means March 27, 2023.
- (d) “**Contract**” means any contract, agreement or other legally binding arrangement, whether oral or in writing; *provided, however*, “Contract” does not include any Leases.
- (e) “**Control**” (including its derivatives and similar terms) means, possessing, directly or indirectly, the power to direct or cause the direction of the management and policies of any relevant Person by ownership of voting interest, by contract or otherwise.
- (f) “**Damages**” means any and all claims, demands, payments, charges, judgments, assessments, losses, liabilities, damages, penalties, fines, expenses, costs, fees, settlements, and deficiencies, including any reasonable attorneys’ fees, legal, and other costs and expenses suffered or incurred therewith, including liabilities, costs, losses and damages for personal injury or death or property damage or environmental damage or remediation.
- (g) “**Excluded Assets**” means all of Mortgagor’s right, title and interest in and to the Leases and the Lands, any oil, gas or water wells that are not Wells and any equipment, improvements, personal property and fixtures that are not Well Facilities or Infield





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Gathering Facilities, but excluding the Wells, Lease Rights and any other assets expressly included as Assets in the definition of the “Assets”.

- (h) “**Governmental Authorization**” means any approval, consent, license, permit, certificate, clearance, franchise, Order, registration, variance, exemption, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.
- (i) “**Governmental Body**” means any (a) nation, state, county, city, town, village, district, or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign, or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (d) multi-national organization or body; or (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.
- (j) “**Hydrocarbons**” means oil, gas, carbon dioxide, and other hydrocarbons produced or processed in association therewith (whether or not such item is in liquid or gaseous form), including all crude oils, condensates and natural gas liquids at atmospheric pressure and all gaseous hydrocarbons (including wet gas, dry gas and residue gas), or any combination of the foregoing and any minerals produced in association therewith.
- (k) “**Legal Requirement**” means any federal, state, local, municipal, foreign, international, multinational or other law, Order, code, constitution, ordinance, or rule, including rules of common law, other rule, regulation, statute, treaty, or other legally enforceable directive or requirement.
- (l) “**Order**” means any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.
- (m) “**Plugging and Abandonment Obligations**” means, to the extent allocable to the Wells, any and all claims, liabilities, and Damages resulting from, arising out of, or otherwise related to any of the following: (a) the plugging, replugging, decommissioning and/or abandonment of any Assets; (b) to the extent related to the items described in clause (a) above, the restoration of the surface and subsurface of the Leases and Lands to the condition required by applicable Legal Requirements, Governmental Authorizations, Orders, Leases, and Applicable Contracts; and (c) all other claims and Damages relating to the items described in clauses (a) or (b) above and either arising under the Leases or Applicable Contracts or asserted by Governmental Bodies or Third Parties.
- (n) “**Third Party**” means any Person other than the Parties or their respective Affiliates.
- (o) “**Working Interest**” means, for any Well, that share of costs and expenses associated with the exploration, maintenance, development, and operation of such Well (and the applicable Lease Rights) that the holder of the interest is required to bear and pay.



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## ARTICLE VI.

### Assignment To Indenture Trustee

Mortgagee acknowledges that all right, title and interest in the secured obligations under this Mortgage arises from the proceeds of Notes issued by Mortgagee under the Note Purchase Agreement, pursuant to the Indenture, and this Mortgage is for the benefit of the Indenture Trustee and the Noteholders (as defined in the Indenture). For and in consideration of the foregoing, and as security for the Outstanding Amount (as defined in the Indenture) and the secured obligations in the event of a Recharacterization, Mortgagee hereby assigns and transfers this Mortgage to the Indenture Trustee for the benefit of the Indenture Trustee and the Noteholders.

*[Signature Page Follows]*





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Shelby Cnty Judge of Probate, AL  
11/28/2023 11:00:33 AM FILED/CERT

IN WITNESS WHEREOF, this Mortgage is executed by Mortgagor on the date set forth in the acknowledgement below, to be effective immediately after the Assignment as of the Effective Date.

UOG ABS MANAGEMENT I, LLC, as  
Mortgagor

By: 

Name: Brent Kirby

Title: Senior Vice President

STATE OF TEXAS

§  
§  
§

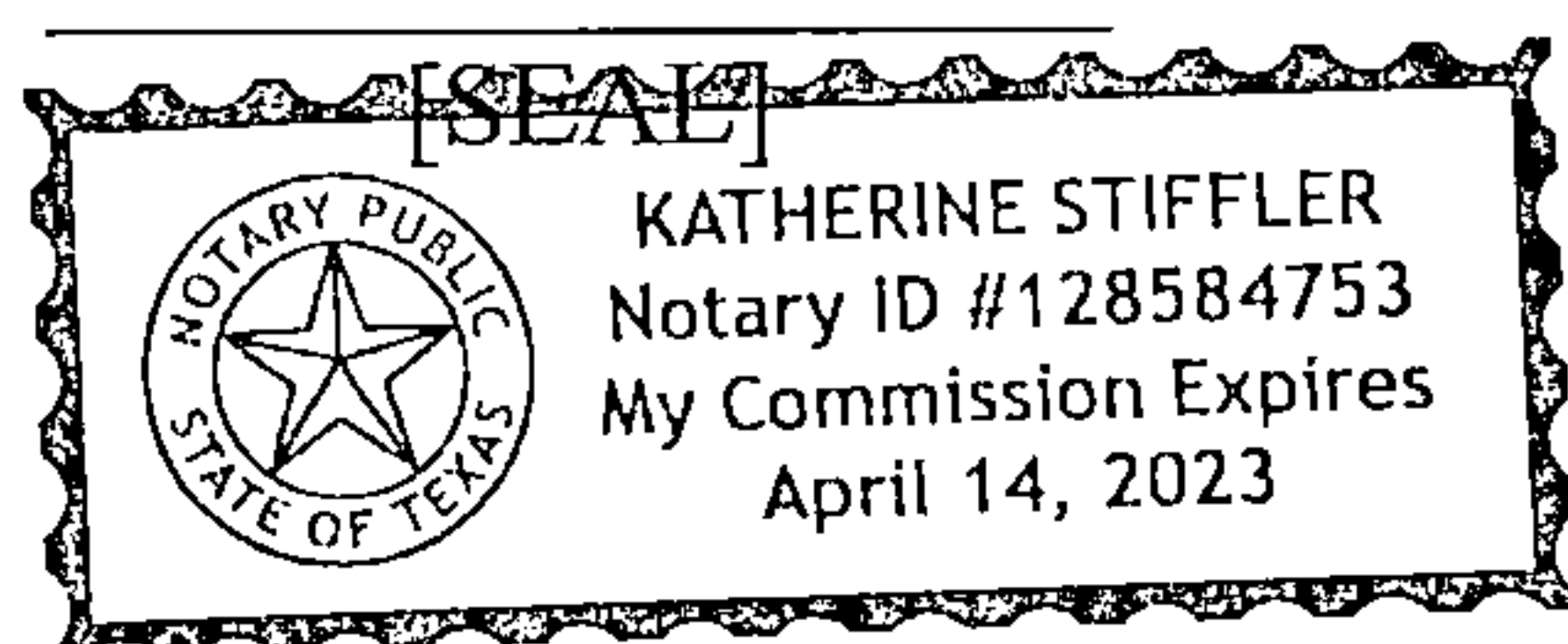
COUNTY OF COLLIN

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

  
NOTARY PUBLIC, State of Texas

Katherine Stiffler  
(printed name)


My commission expires:





IN WITNESS WHEREOF, this Mortgage is executed by Mortgagor on the date set forth in the acknowledgement below, to be effective immediately after the Assignment as of the Effective Date.

UOG ABS INTERMEDIATE I, LLC, as  
Mortgagor

By:   
Name: Brent Kirby  
Title: Senior Vice President

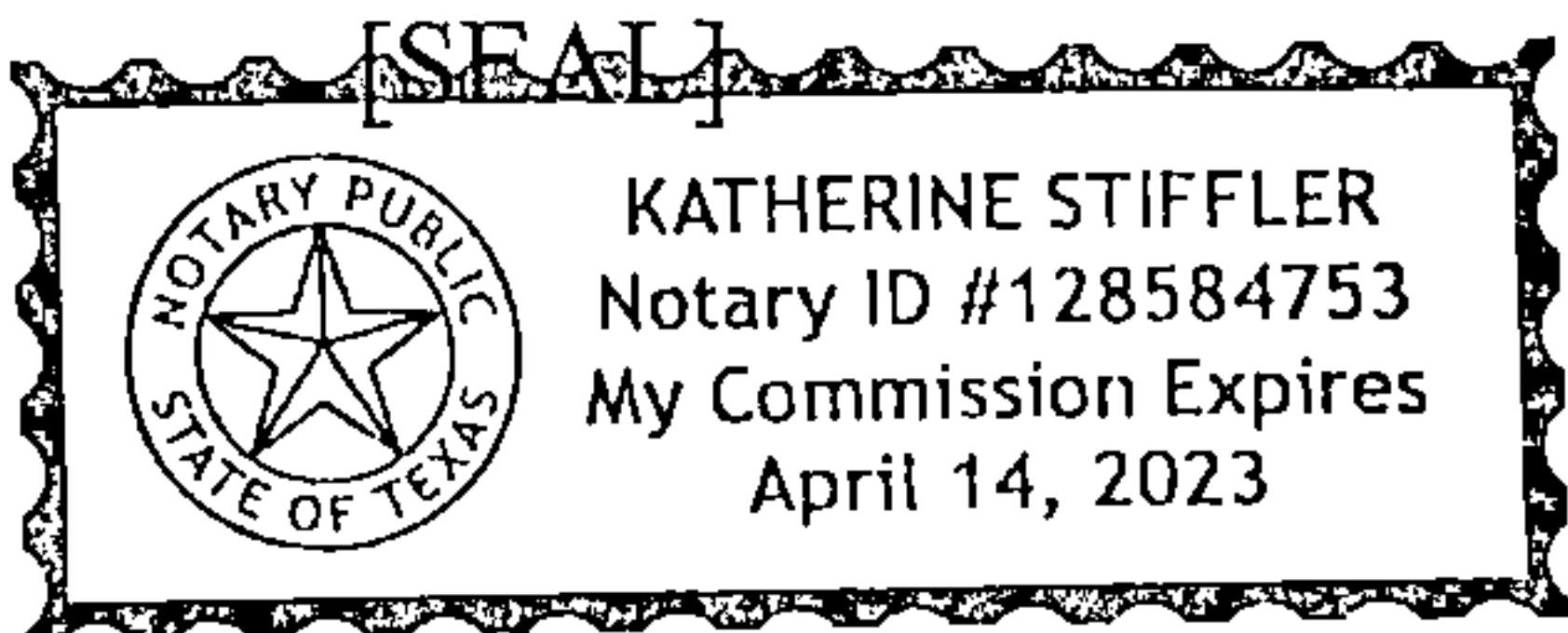
STATE OF TEXAS                   §  
  §  
COUNTY OF COLLIN           §

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

  
NOTARY PUBLIC, State of Texas

Katherine Stiffler  
(printed name)

My commission expires:







20231128000344070 31/76 \$256.00  
Shelby Cnty Judge of Probate, AL  
11/28/2023 11:00:33 AM FILED/CERT

IN WITNESS WHEREOF, this Mortgage is executed by Mortgagor on the date set forth in the acknowledgement below, to be effective immediately after the Assignment as of the Effective Date.

UOG ABS PLEDGOR I, LLC, as Mortgagor

By: 

Name: Brent Kirby

Title: Senior Vice President

STATE OF TEXAS

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§  
§

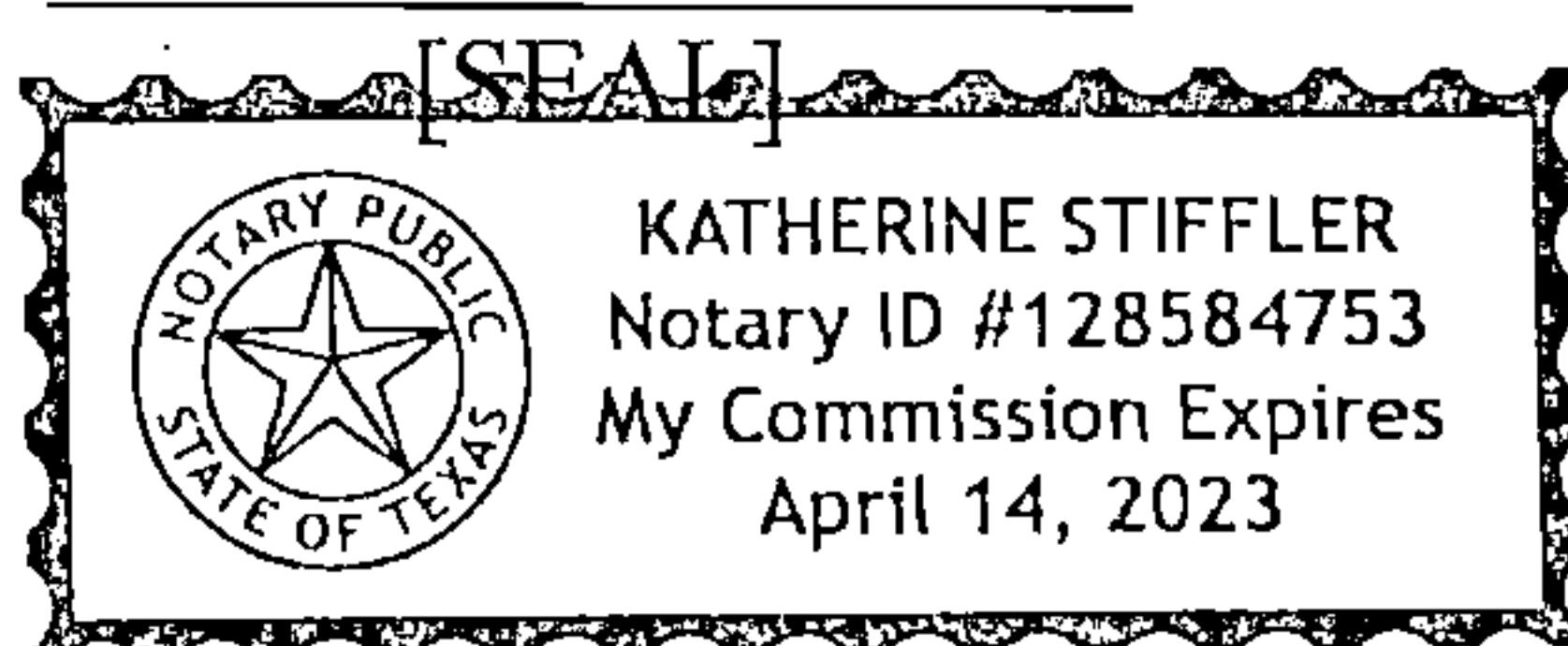
COUNTY OF COLLIN

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

  
NOTARY PUBLIC, State of Texas

Katherine Stiffler  
(printed name)

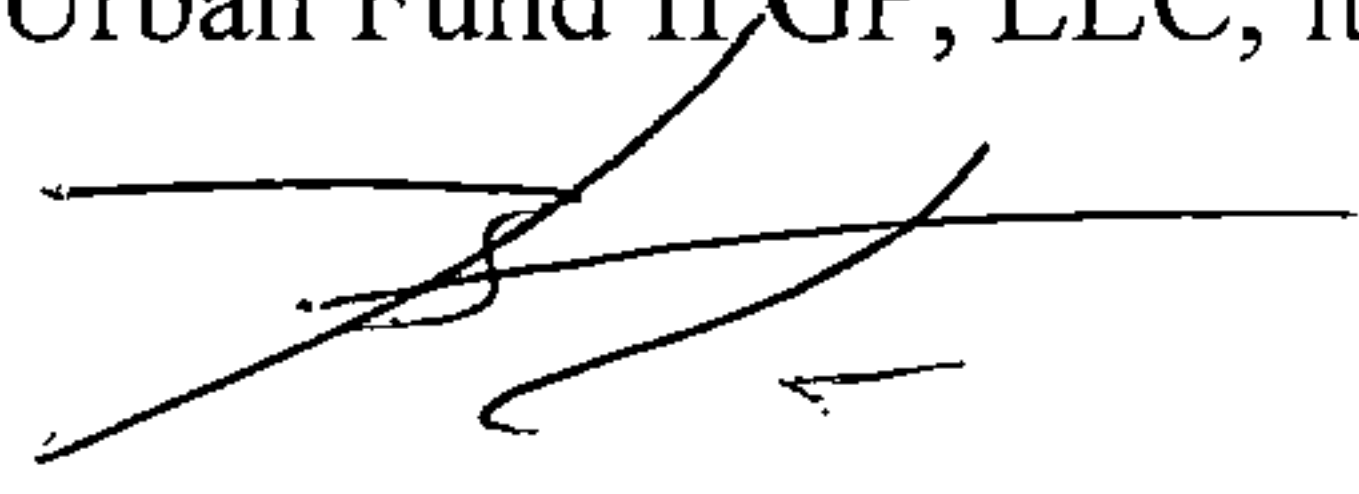
My commission expires:





IN WITNESS WHEREOF, this Mortgage is executed by Mortgagor on the date set forth in the acknowledgement below, to be effective immediately after the Assignment as of the Effective Date.

URBAN FUND II, LP, as Mortgagor  
By: Urban Fund II GP, LLC, its General Partner

By:   
Name: Brent Kirby  
Title: Senior Vice President

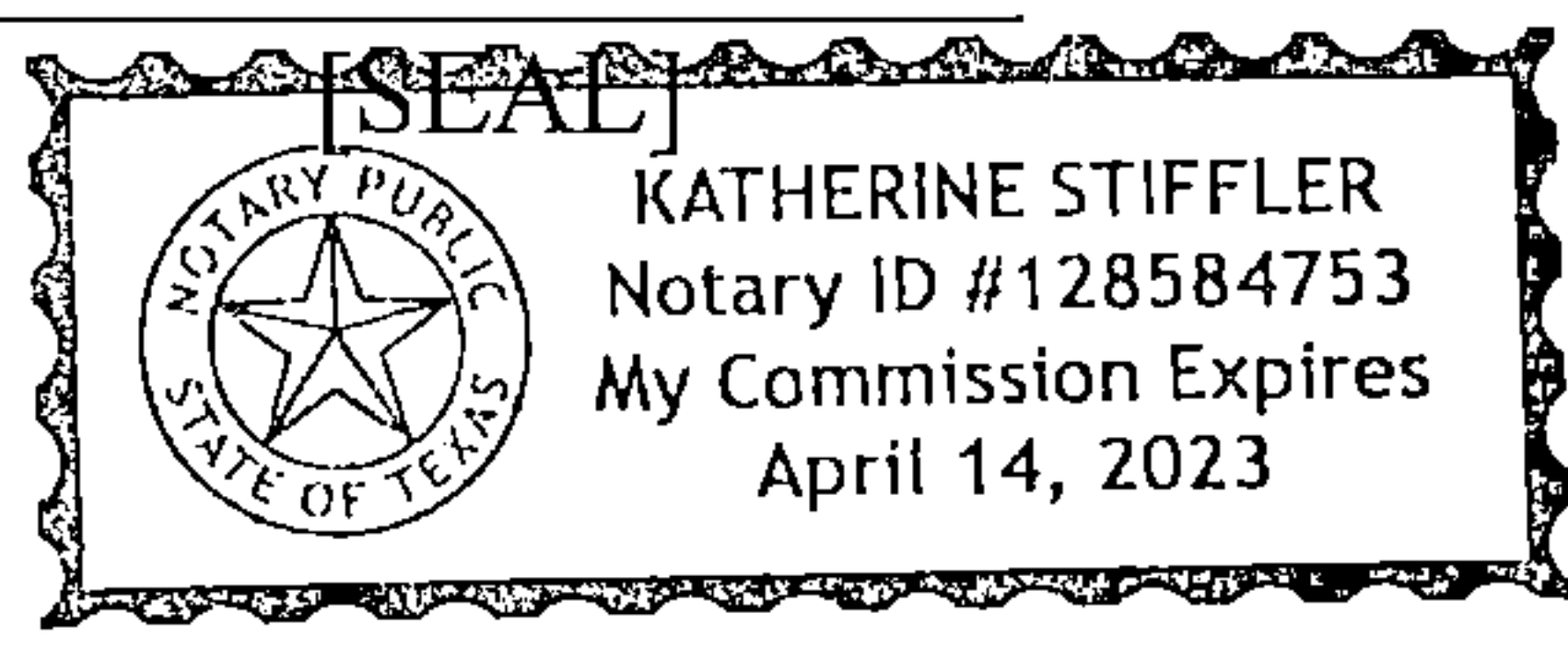
STATE OF TEXAS                   §  
  §  
COUNTY OF COLLIN           §

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

  
NOTARY PUBLIC, State of Texas

Katherine Stiffler  
(printed name)

My commission expires:

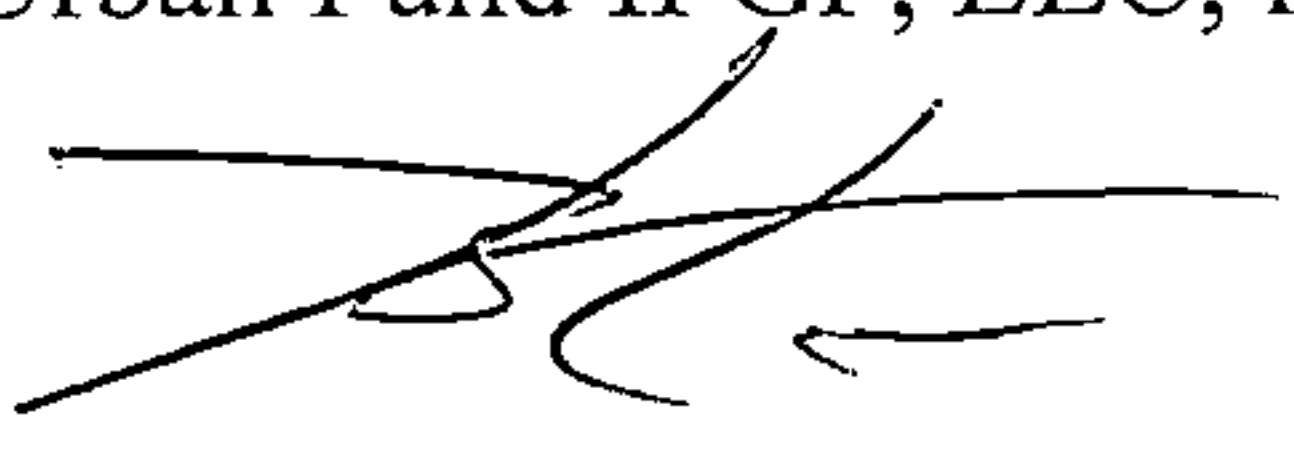




IN WITNESS WHEREOF, this Mortgage is executed by Mortgagor on the date set forth in the acknowledgement below, to be effective immediately after the Assignment as of the Effective Date.

**URBAN OIL AND GAS PARTNERS B, LP, as**  
Mortgagor

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

By:   
Name: Brent Kirby  
Title: Senior Vice President

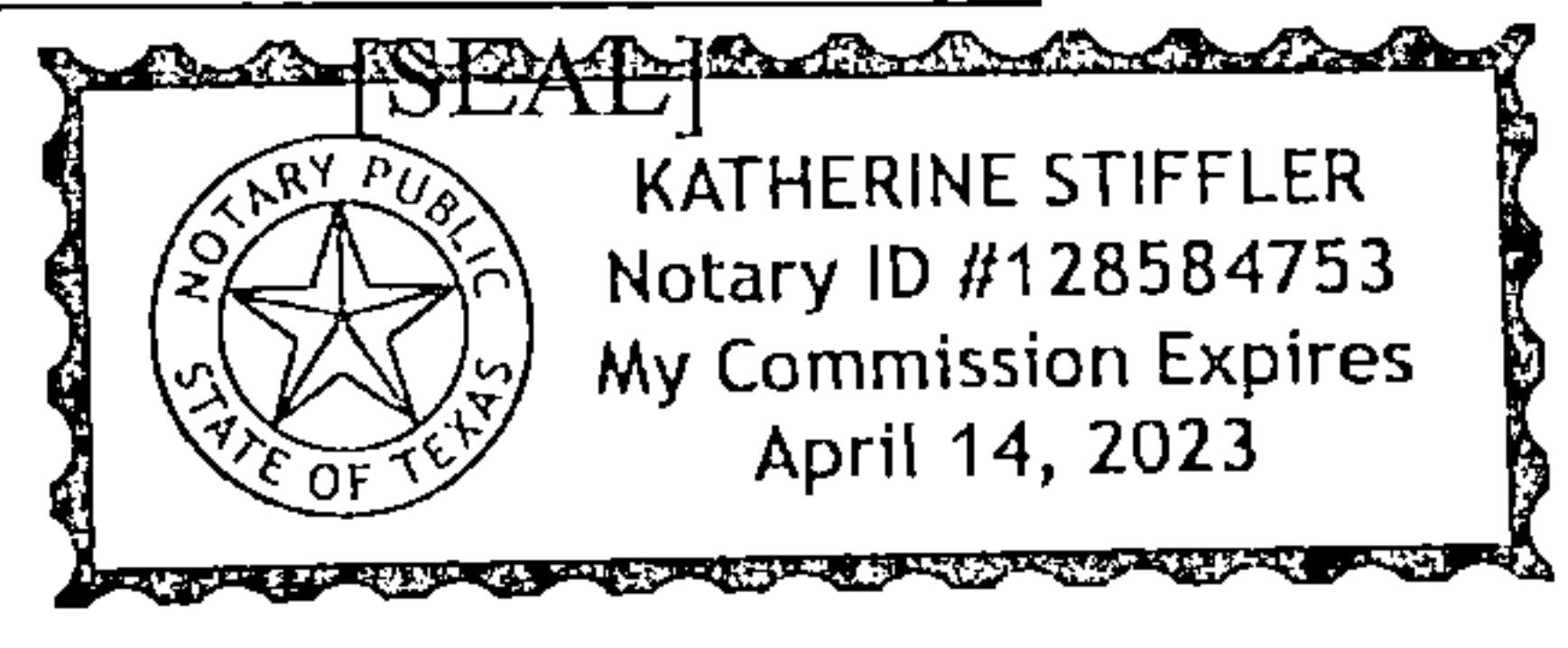
STATE OF TEXAS                   §  
  §  
COUNTY OF COLLIN           §

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

  
NOTARY PUBLIC, State of Texas

Katherine Stiffler  
(printed name)

My commission expires:





IN WITNESS WHEREOF, this Mortgage is executed by Mortgagor on the date set forth in the acknowledgement below, to be effective immediately after the Assignment as of the Effective Date.

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

By: Urban Fund II, LP, its General Partner

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

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

Name: Brent Kirby

Title: Senior Vice President

STATE OF TEXAS

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§  
§

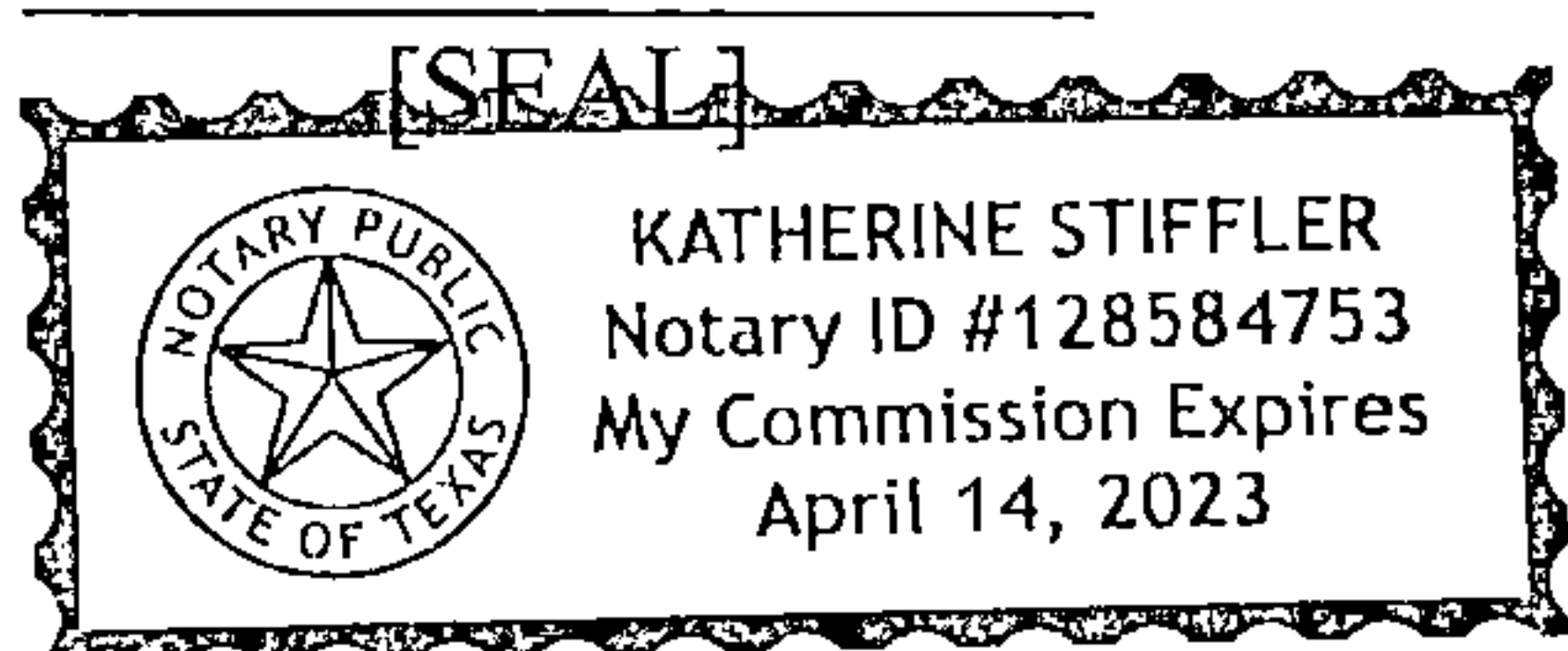
COUNTY OF COLLIN

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

Katherine Stiffler  
NOTARY PUBLIC, State of Texas

Katherine Stiffler  
(printed name)

My commission expires:





IN WITNESS WHEREOF, this Mortgage is executed by Mortgagor on the date set forth in the acknowledgement below, to be effective immediately after the Assignment as of the Effective Date.

**URBAN FUND III, LP**, as Mortgagor  
By: Urban Fund III GP, LLC, its General Partner

By:   
Name: Brent Kirby  
Title: Senior Vice President

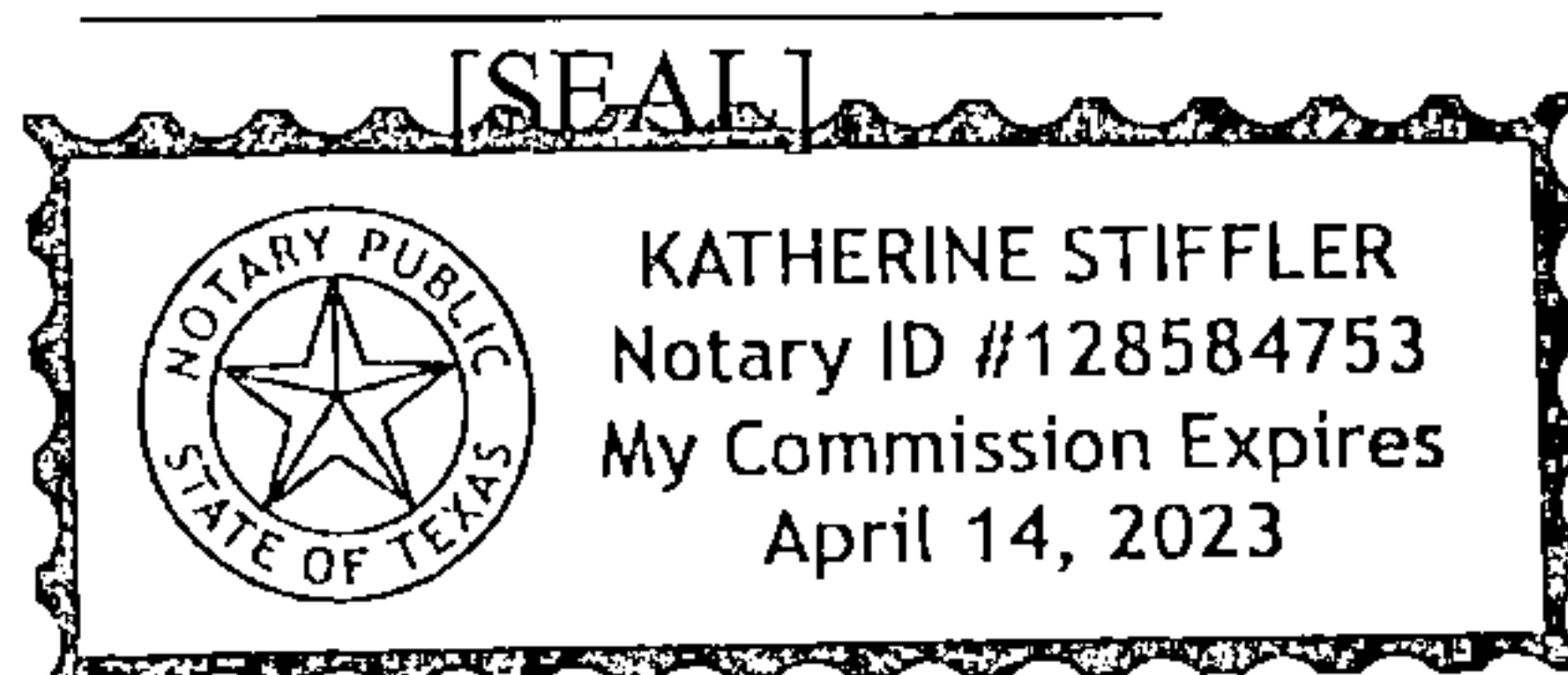
STATE OF TEXAS                   §  
  §  
COUNTY OF COLLIN           §

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

  
NOTARY PUBLIC, State of Texas

Katherine Stiffler  
(printed name)

My commission expires:






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Shelby Cnty Judge of Probate, AL  
11/28/2023 11:00:33 AM FILED/CERT

IN WITNESS WHEREOF, this Mortgage is executed by Mortgagor on the date set forth in the acknowledgement below, to be effective immediately after the Assignment as of the Effective Date.

URBAN OIL AND GAS PARTNERS C, LP, as  
Mortgagor

By: Urban Fund III, LP, its General Partner

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

By:   
Name: Brent Kirby  
Title: Senior Vice President

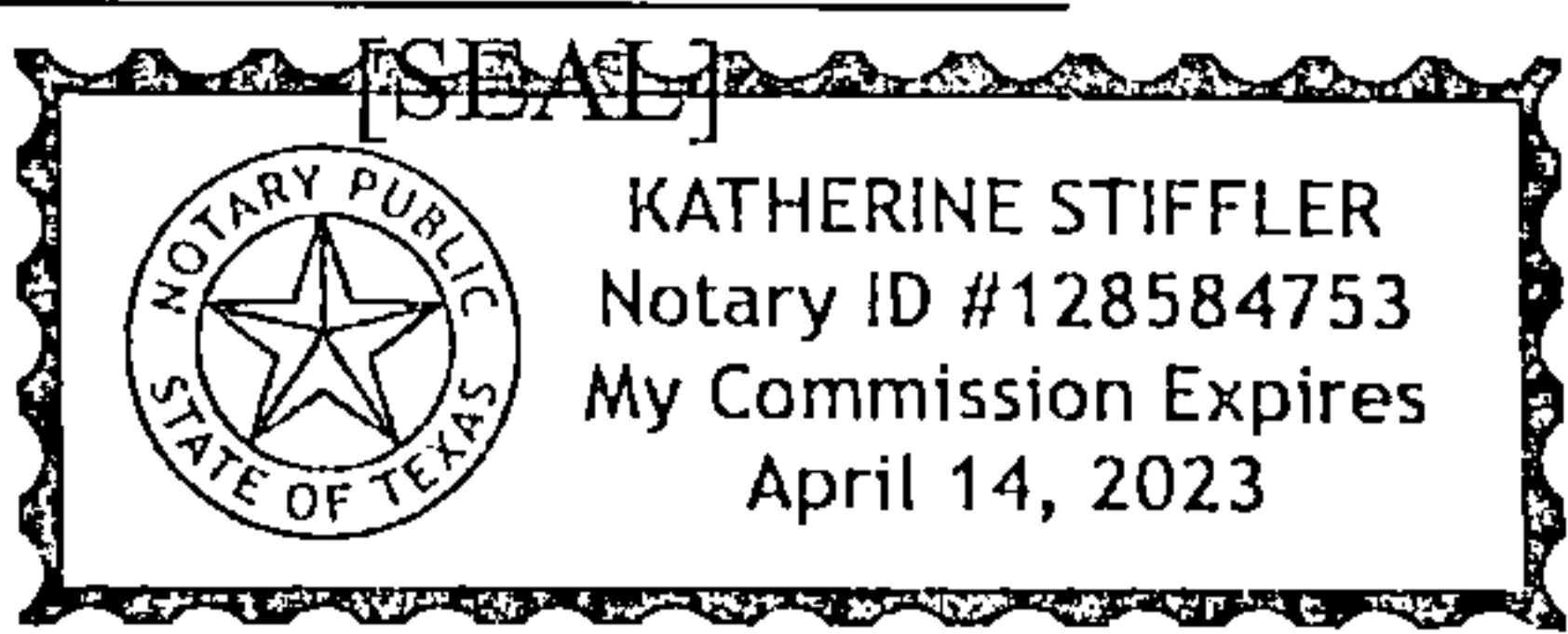
STATE OF TEXAS                   §  
   §  
COUNTY OF COLLIN           §

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

  
NOTARY PUBLIC, State of Texas

Katherine Stiffler  
(printed name)

My commission expires:





IN WITNESS WHEREOF, this Mortgage is executed by Mortgagor on the date set forth in the acknowledgement below, to be effective immediately after the Assignment as of the Effective Date.

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

By: Urban Fund III, LP, its General Partner

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

By: 

Name: Brent Kirby

Title: Senior Vice President

STATE OF TEXAS

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COUNTY OF COLLIN

§

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

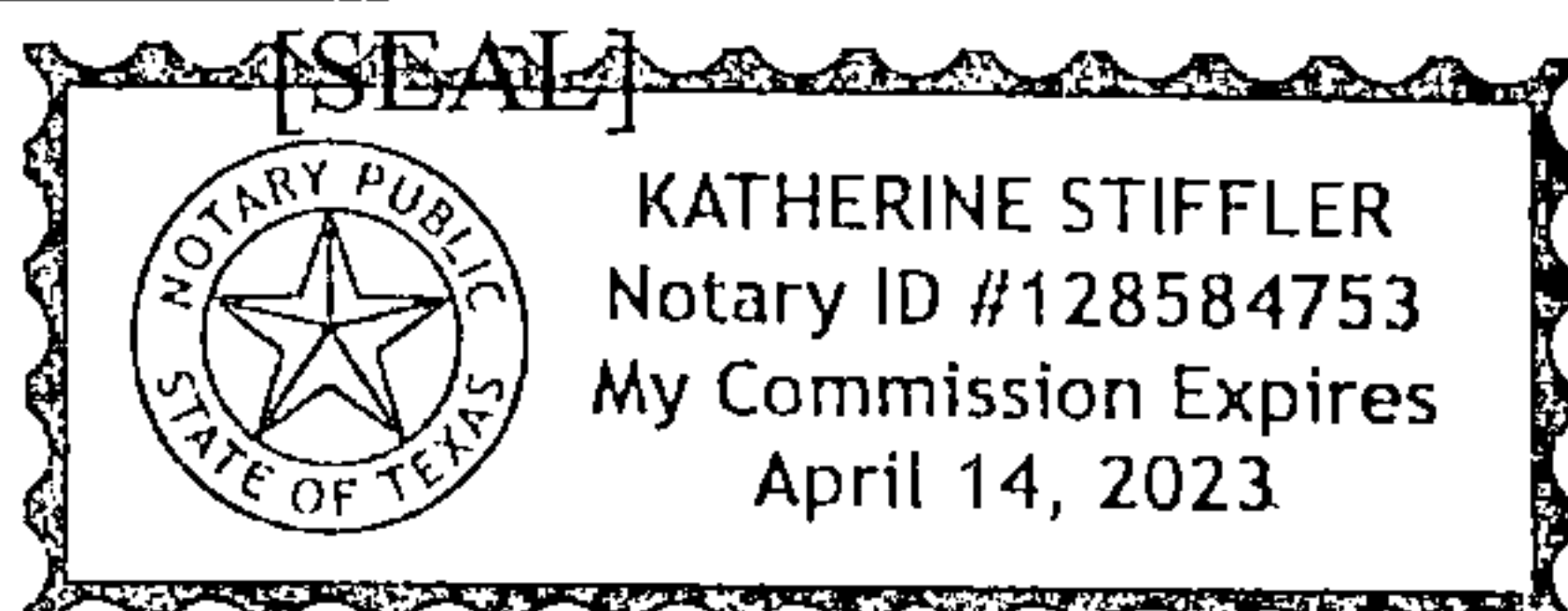


NOTARY PUBLIC, State of Texas



(printed name)

My commission expires:








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Shelby Cnty Judge of Probate, AL  
11/28/2023 11:00:33 AM FILED/CERT

IN WITNESS WHEREOF, this Mortgage is executed by Mortgagee on the date set forth in the acknowledgement below, to be effective immediately after the Assignment as of the Effective Date.

UOG ABS ISSUER I, LLC, as Mortgagee

By:   
Name: Brent Kirby  
Title: Senior Vice President

STATE OF TEXAS

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§  
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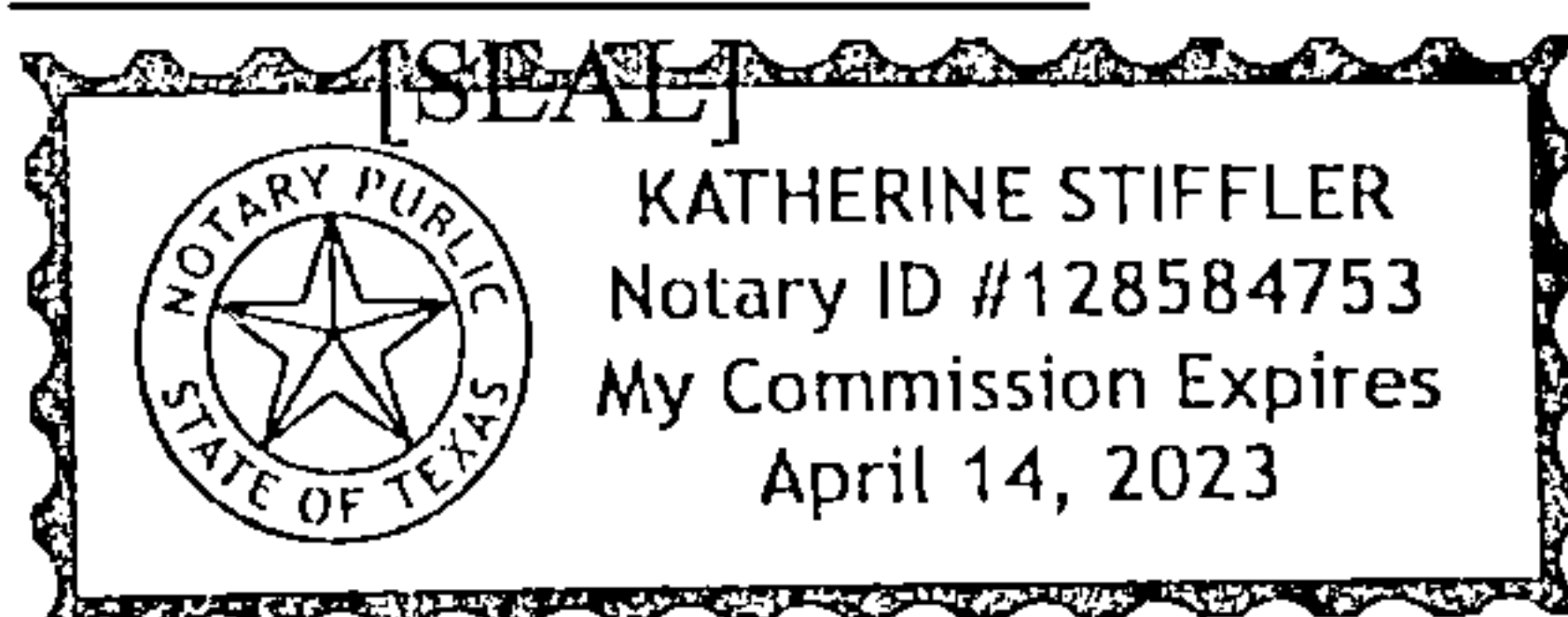
COUNTY OF COLLIN

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

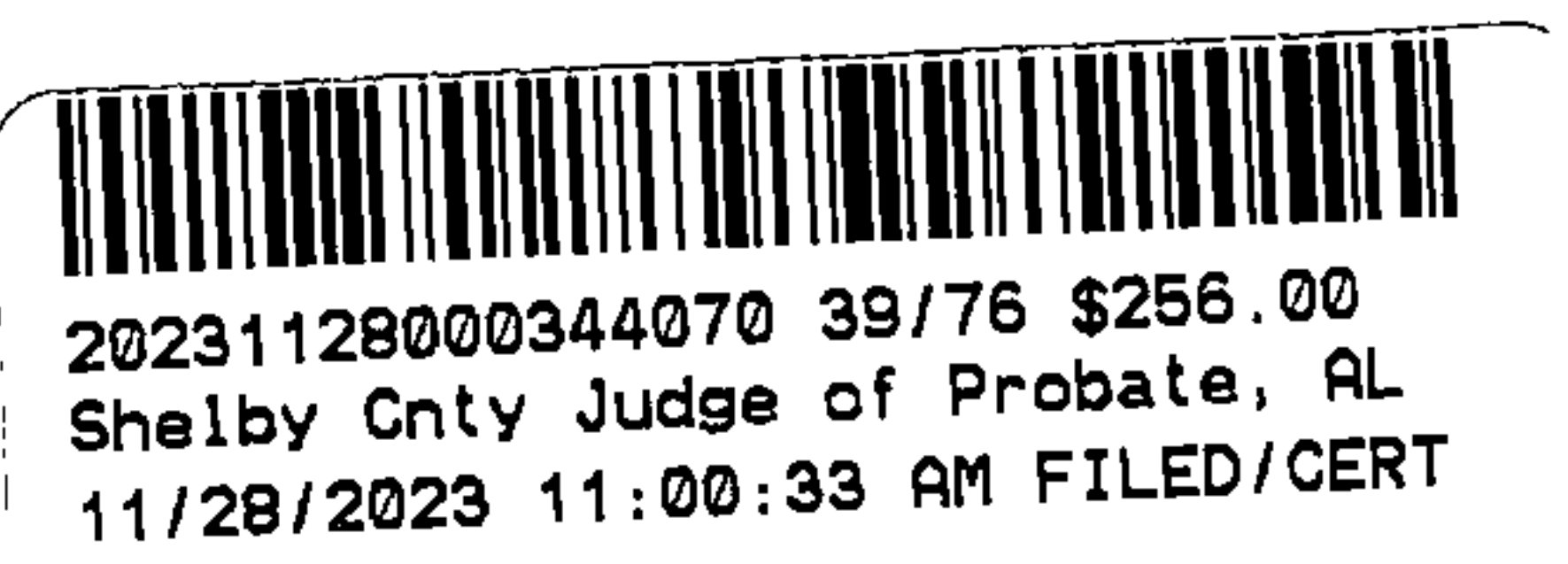
  
NOTARY PUBLIC, State of Texas

Katherine Stiffler  
(printed name)

My commission expires:







The address of each Mortgagor is:

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

The address of Mortgagee is:

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

This instrument was prepared by:

Kirkland & Ellis LLP  
609 Main Street  
Houston, Texas 77002





20231128000344070 40/76 \$256.00  
Shelby Cnty Judge of Probate, AL  
11/28/2023 11:00:33 AM FILED/CERT

**EXHIBIT A-1**

**OPERATED WELLS**

*[See attached.]*



20231128000344070 41/76 \$256.00  
Shelby Cnty Judge of Probate, AL  
11/28/2023 11:00:33 AM FILED/CERT

## EXHIBIT A-1 OPERATED WELLS

To that certain Precautionary Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated March 27, 2023, from UOG ABS Intermediate I, LLC, UOG ABS Management I, LLC, UOG ABS Pledgor I, LLC, Urban Oil and Gas Partners B-1, LP, Urban Fund II, LP, Urban Oil and Gas Partners B, LP, Urban Oil and Gas Partners C-1, LP, Urban Fund III, LP and Urban Oil and Gas Partners C, LP, each as a Mortagor, to Matt Kirby, as Trustee, for the benefit of UOG ABS Issuer I, LLC, as 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



Well Name	Unit	State	County	API14	Operated	Operator	WI	NRI
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
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



Well Name	Unit	State	County	API14	Operated	Operator	WI	NRI
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
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



Well Name	Unit	State	County	API14	Operated	Operator	WI	NRI
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
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



Well Name	Unit	State	County	API14	Operated	Operator	WI	NRI
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
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
SEGC0-KCB 15-13-554	GURNEE - ALL	AL	SHELBY	01117208410000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8000
SEGC0-KCB 15-14-68	GURNEE - ALL	AL	SHELBY	01117208320000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8000
SEGC0-KCB 16-15-557	GURNEE - ALL	AL	SHELBY	01117208430000	URBAN	URBAN OIL & GAS GROUP	1.0000	0.8000
SEGC0-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



Well Name	Unit	State	County	API14	Operated	Operator	WI	NRI
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
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.	-	-



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Well Name	Unit	State	County	API14	Operated	Operator	WI	NRI
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
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.

  
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**EXHIBIT A-3**

**LEASES**

*[See attached.]*





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**EXHIBIT A-3**  
**LEASES**

To that certain Precautionary Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated March 27, 2023, from UOG ABS Intermediate I, LLC, UOG ABS Management I, LLC, UOG ABS Pledgor I, LLC, Urban Oil and Gas Partners B-1, LP, Urban Fund II, LP, Urban Oil and Gas Partners B, LP, Urban Oil and Gas Partners C-1, LP, Urban Fund III, LP and Urban Oil and Gas Partners C, LP, each as a Mortagor, to Matt Kirby, as Trustee, for the benefit of UOG ABS Issuer I, LLC, as 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 RGGS LAND & MINERALS, LTD)	GEOMET, INC.	5/8/2002	N/A	N/A	N/A		SHELBY	AL	2002	625000299180
THOMAS EDWARD CHAPMAN, JR.	GEOMET, INC.	9/27/2004	N/A	N/A	N/A		SHELBY	AL	2005	264400
KATHERINE C. MCRAE	GEOMET, INC.	9/27/2004	N/A	N/A	N/A		SHELBY	AL	2005	264450
PATRICIA C. LATHAM, ET AL	GEOMET, INC.	6/15/2005	N/A	N/A	N/A		SHELBY	AL	2005	361250
NICKI JONES KENNEDY, ET VIR	GEOMET, INC.	4/5/2005	N/A	N/A	N/A		SHELBY	AL	2005	527000258400
SIMON G. JONES, IV	GEOMET, INC.	4/5/2005	N/A	N/A	N/A		SHELBY	AL	2005	527000258400
STATE OF ALABAMA (CBM LEASE NO. 47)	GEOMET, INC.	8/28/2006	N/A	N/A	N/A		SHELBY	AL	2006	1221000622700
STATE OF ALABAMA (CBM LEASE NO. 45)	GEOMET, INC.	8/28/2006	N/A	N/A	N/A		SHELBY	AL	2006	1221000622600
STATE OF ALABAMA (CBM LEASE NO. 46)	GEOMET, INC.	8/28/2006	N/A	N/A	N/A		SHELBY	AL	2006	1221000622600
ALABAMA POWER COMPANY AND SOUTHERN ELECTRIC GENERATING COMPANY (SEGCO)	CDX SEQUOYA, LLC, ET AL (NOW GEOMET VIA PARTIAL ASSIGNMENT)	N/A	N/A	N/A	N/A		SHELBY	AL	2006	1215000611770
BOWATER ALABAMA INC.	CDX SEQUOYA, LLC (NOW GEOMET VIA PARTIAL ASSIGNMENT)	10/2/2004	N/A	N/A	N/A		SHELBY	AL	2006	1215000611770
KIMBERLY-CLARK CORPORATION	CDX SEQUOYA, LLC, ET AL (NOW GEOMET VIA PARTIAL ASSIGNMENT)	N/A	N/A	N/A	N/A		SHELBY	AL	2006	1215000611770



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**EXHIBIT A-4**

**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 Precautionary Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated March 27, 2023, from UOG ABS Intermediate I, LLC, UOG ABS Management I, LLC, UOG ABS Pledgor I, LLC, Urban Oil and Gas Partners B-1, LP, Urban Fund II, LP, Urban Oil and Gas Partners B, LP, Urban Oil and Gas Partners C-1, LP, Urban Fund III, LP and Urban Oil and Gas Partners C, LP, each as a Mortagor, to Matt Kirby, as Trustee, for the benefit of UOG ABS Issuer I, LLC, as 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.



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**ANNEX A**

**ASSIGNMENT**

*[See attached.]*





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## **CONVEYANCE, ASSIGNMENT AND BILL OF SALE**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

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

### **RECITALS**

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

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

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

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

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

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

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

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





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

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

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

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

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

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

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

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

## **ARTICLE I**

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

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

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





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

- (vi) all personal property, fixtures, and improvements INsofar AND ONLY INsofar as necessary for or used in connection with the ownership or operation of, or for the production, storing or transportation of Hydrocarbons from the Non-Operated Wells (including (x) all wellheads, casing, tubing, pumps, motors, gauges, valves, heaters, treaters, water lines, and vessels and (y) all flowlines, pipelines, meters, separators, heater treaters, vapor recovery units, tanks, and any other associated equipment), in each case, to the extent the foregoing (A) are located up to, or constitute a part of, the wellhead of such Non-Operated Well or (B) are located between the wellhead of such Non-Operated Well and the point at which custody to the Hydrocarbons produced from the applicable Well transfers to a Third Party or are otherwise located on the well site associated with any Non-Operated Well (collectively, the “Non-Operated Wellbore Facilities” and, together with the Operated Wellbore Facilities, collectively, the “Well Facilities”);
- (c) all of Assignors’ collective interest in and to all Contracts, including all Material Contracts, 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”), including, for purposes of clarity, all Contracts listed on Schedule 3.16 of the Asset Purchase Agreement;
- (d) whether in electronic form or physical form, copies of all lease files; land files, including unrecorded agreements related thereto; well files; division order files; abstracts; title opinions; title curative documents; Asset Tax records (but excluding Tax records primarily relating to Income Taxes or that relate to Assignors’ business generally); land surveys; logs; maps; and other books, records, data, files, accounting records and all related correspondence, in each case, to the extent related to the other Assets, but excluding (i) any books, records, data, files, maps and accounting records to the extent disclosure or transfer is restricted or prohibited by any Contract with a Third Party or applicable Legal Requirements, (ii) attorney-client privileged communications and work product of Assignors’ legal counsel (other than title opinions), (iii) reserve studies and evaluations, and (iv) records relating to the negotiation and consummation of the acquisition of the Assets pursuant to this Conveyance (collectively, subject to such exclusions, the “Books and Records”); and
- (e) all rights, claims, counterclaims, defenses, causes of action and related rights to recovery (including all rights of indemnity, recovery, set-off or refunds) of any Assignor or their respective Affiliates to the extent that such rights, claims or causes of action relate to the Assumed Liabilities.

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



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

## ARTICLE II SPECIAL WARRANTY AND SUBROGATION

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

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

## ARTICLE III MISCELLANEOUS

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

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

3.3 **Further Cooperation.** From time to time after the Execution Date, Assignors and Assignee shall each execute, acknowledge and deliver to the other such further instruments and take such other action as may be reasonably requested in order to more effectively assure the other of the benefits and enjoyment intended to be conveyed under this Conveyance, and otherwise to accomplish the purposes of the transactions contemplated hereby and under the Asset Purchase Agreement.

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

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





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

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

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

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



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

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

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

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

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

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





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

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



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

### ASSIGNORS:

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

a Delaware limited partnership

By: Urban Fund II, LP, its General Partner

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

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

Name: Brent Kirby

Title: Senior Vice President

**THE STATE OF TEXAS**                      §

COUNTY OF COLLIN §

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

Notary Public, State of Texas

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



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**ASSIGNOR:**

**URBAN OIL AND GAS PARTNERS B-1, LP,**  
a Delaware limited partnership  
By: Urban Fund II, LP, its General Partner  
By: Urban Fund II GP, LLC, its General Partner

By: \_\_\_\_\_  
Name: Brent Kirby  
Title: Senior Vice President

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

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

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

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



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**ASSIGNOR:**

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

By: \_\_\_\_\_  
Name: Brent Kirby  
Title: Senior Vice President

**THE STATE OF TEXAS                      §**

**COUNTY OF COLLIN                      §**

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

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

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



**ASSIGNOR:**

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

By: \_\_\_\_\_  
Name: Brent Kirby  
Title: Senior Vice President

**THE STATE OF TEXAS** §

**COUNTY OF COLLIN** §

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

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

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



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**ASSIGNOR:**

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

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

Name: Brent Kirby

Title: Senior Vice President

**THE STATE OF TEXAS** §

**COUNTY OF COLLIN** §

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

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

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





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**ASSIGNOR:**

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

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

Name: Brent Kirby

**Title: Senior Vice President**

**THE STATE OF TEXAS**                      §

COUNTY OF COLLIN §

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

Notary Public, State of Texas

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

**ASSIGNOR:**

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

By: \_\_\_\_\_  
Name: Brent Kirby  
Title: Senior Vice President

**THE STATE OF TEXAS                      §**

**COUNTY OF COLLIN                      §**

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

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

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





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**ASSIGNOR:**

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

a Delaware limited partnership

By: Urban Fund III, LP, its General Partner

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

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

Name: Brent Kirby

Title: Senior Vice President

**THE STATE OF TEXAS                   §**

**COUNTY OF COLLIN                   §**

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

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

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



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**ASSIGNOR:**

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

By: \_\_\_\_\_  
Name: Brent Kirby  
Title: Senior Vice President

**THE STATE OF TEXAS                      §**

**COUNTY OF COLLIN                      §**

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

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

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





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**ASSIGNEE:**

**UOG ABS ISSUER I, LLC**

a Delaware limited liability company

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

Name: Brent Kirby

Title: Senior Vice President

**THE STATE OF TEXAS                   §**

**COUNTY OF COLLIN                   §**

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

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

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

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ASSIGNORS' ADDRESS:

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

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

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

UOG ABS MANAGEMENT I, LLC  
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Attention: Brent Kirby  
Email: bkirby@urbanoilandgas.com

UOG ABS INTERMEDIATE I, LLC  
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Attention: Brent Kirby  
Email: bkirby@urbanoilandgas.com

UOG ABS PLEDGOR I, LLC  
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Attention: Brent Kirby  
Email: bkirby@urbanoilandgas.com

URBAN OIL AND GAS PARTNERS C, LP  
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Email: bkirby@urbanoilandgas.com

URBAN OIL AND GAS PARTNERS C-1, LP  
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Plano, Texas 75074  
Attention: Brent Kirby  
Email: bkirby@urbanoilandgas.com

ASSIGNEE'S ADDRESS:

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





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

With a copy to:

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

With a copy to:

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

THIS INSTRUMENT PREPARED BY/WHEN RECORDED RETURN TO:

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