

NOTICE OF PUBLIC SALE

May 14, 2019

FILED FOR RECORD  
SHELBY COUNTY, TEXAS  
2019 MAY 14 PM 12:37

JENNIFER L. FOUNTAIN  
COUNTY CLERK

Notice is hereby given that Andy Chen, as substitute trustee for <sup>TV</sup> Associated Bank, N. A. (“Agent”), intends to sell at a public sale, for cash, the property of O’BENCO IV, LP, a Delaware limited partnership (“Borrower”), described on **Annex A** attached hereto (the “Property”).

The sale will be made to satisfy the debt and other obligations owed by Borrower to Agent for its own account and as administrative agent for certain other secured parties (the “Secured Parties”), which debt and other obligations are secured by and pursuant to the power of sale conferred in those certain instruments (collectively, as amended or supplemented, the “Deed of Trust”), recorded as set forth on **Annex B** attached hereto.

No form of payment other than cash will be accepted. The public sale will take place at the Robertson County Courthouse in Franklin, Texas, on Tuesday, June 4, 2019, at 10:00 a.m. Central time. Please contact Alison Tregilgas at (612) 359-4477 to obtain specifications and further details regarding the property being sold.

Agent appointed and substituted the undersigned as trustee under the Deed of Trust by a substitution dated May 9, 2019 and recorded in the relevant counties, a copy of which is attached hereto as **Annex C**. As substitute trustee, the undersigned is vested with and succeeds to all the powers and duties given to the original trustee under the Deed of Trust.

Agent reserves the right to bid for and purchase the Property and to credit the purchase price against the expenses of sale and principal, interest and any and all other amounts due and payable to Agent and/or Secured Parties pursuant to the terms of any and all indebtedness and other obligations secured by the lien and security interest in the Property. Prospective bidders are advised that the Property will be sold only in a single block and will not be split up. For further details, prospective bidders are asked to contact Alison Tregilgas at (612) 359-4477.

By:



Andy Chen, as substitute trustee  
1000 Louisiana Street, Suite 5900  
Houston, Texas 77002

**PROPERTY**

A. (i) All oil, gas or other mineral leases, properties, mineral servitudes and mineral rights now owned or hereafter acquired by Borrower, including those described in Exhibit A attached hereto and made a part hereof including wells described in Exhibit A and (ii) all of Borrower's rights, titles, interests and estates (whether now owned or hereafter acquired by operation of law or otherwise by Borrower) in and to the lands described in Exhibit A hereto, or otherwise described in any of the right of way grants, easements, servitudes, leases, permits or other instruments described or referred to in Exhibit A hereto (the "Lands"), and in and to the rights-of-way, permits, servitudes, and easements specifically described on Exhibit A hereto.

B. Without limitation of the foregoing, all other right, title and interest of Borrower of whatever kind or character (whether now owned or hereafter acquired by agreement or operation of law or otherwise) in and to (i) the leases or other agreements described in Exhibit A hereto, together with all renewals, extensions, substitutions, ratifications, supplements and replacements thereto, (ii) any other leases or agreements which cover or pertain to the lands described or referred to in Exhibit A, even if such leases or other agreements are not described or are incorrectly or insufficiently described on Exhibit A, together with all renewals, extensions, substitutions, ratifications, supplements and replacements thereto, and (iii) the lands described or referred to in Exhibit A (or described or referred to in any of the instruments described or referred to in Exhibit A), in each case without regard to any limitations as to specific lands or depths that may be set forth in Exhibit A hereto or in any of the leases or other agreements described in Exhibit A hereto.

C. All of Borrower's rights, titles and interests (whether now owned or hereafter acquired by agreement or operation of law or otherwise) in, to or under all presently existing and hereafter created oil, gas or mineral unitization, pooling or communitization agreements, declarations or orders, and in and to the properties, rights and interests covered and the units created thereby (including units formed under orders, rules, regulations or other official acts of any federal, state or other authority having jurisdiction), which cover, affect or otherwise relate to the properties, rights and interests described herein.

D. All of Borrower's rights, titles and interests (whether now owned or hereafter acquired by agreement or operation of law or otherwise) in, to or under all presently existing and hereafter created operating agreements, equipment leases, production sales contracts, purchase, exchange and processing contracts and agreements, transportation agreements, utility agreement, gathering agreements, gas balancing agreements, farmout or farm-in agreements, salt water disposal agreements, area of mutual interest agreements, licenses, permits, and other contracts, agreements or regulatory approvals which cover, affect, or otherwise relate to the properties, rights and interests described herein or to the operation of such properties, rights and interests or to the production, exchange, treating, handling, storage, processing, transporting sale, purchase, or marketing of oil, gas, other hydrocarbons, or other minerals produced from (or allocated to) such properties, rights and interests (including those contracts listed in Exhibit A hereto), as same may be amended or supplemented from time to time.

E. All "as-extracted collateral" (as defined in the Uniform Commercial Code), including but not limited to, all oil, gas and other hydrocarbons, including, without limitation, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, and all products separated, settled and dehydrated therefrom, and all products refined therefrom, including, without limitation, kerosene, liquefied petroleum gas, refined lubricating oils, diesel fuel, drip gasoline and natural gasoline, and all

other minerals, and the proceeds thereof, produced and to be produced from and which accrue or are attributable to any of the properties, rights or interests described herein or referenced properties and interests, by virtue of the above described or referenced contracts, agreements and instruments.

F. All of Borrower's rights, titles, interests and estates (whether now owned or hereafter acquired by operation of law or otherwise) in and to the pipeline system located on, under and across the Lands (the "Pipeline System"), more particularly illustrated on Exhibit B hereto and all of the rights of way, easements, servitudes, licenses, permits, leases, subleases, rents, agreements, contracts, contract rights, concessions, tenements and appurtenances and other surface and subsurface rights (including all renewals, extensions, amendments, corrections, counterparts and ratifications thereof and substitutions and replacements therefor) incidental to or otherwise affecting the Lands or the Pipeline System, including but not limited to those rights of way, permits, servitudes, and easements more fully described on Exhibit A hereto together with any and all improvements or facilities of any kind whatsoever situated on or used in connection with the Lands, the Pipeline System or any of the foregoing (including, without limitation, all pipelines, flow lines, gathering lines, pumps, compressors, separators, fittings, valves, meters, tanks, controls, panels, power facilities, drips, gates, appliances, connections, cathodic protection equipment, fences, buildings and power, telephone and telegraph lines), and any other rights, titles, interests or estates in the Lands, the Pipeline System or any of the foregoing, owned or claimed by Borrower and used in connection with the Pipeline System of which the foregoing properties, real, personal and mixed, are a part.

G. All of Borrower's interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to all improvements, materials, supplies, goods (including, without limitation, inventory and equipment) and other property, real or personal, corporeal or incorporeal (including, without limitation, all tanks, pipe, pipelines, flow lines, gathering lines, pumps, compressors, separators, meters, valves, controls, panels, power facilities, drips, gates, appliances, connections, cathodic protection equipment, and power, telephone and telegraph lines) which are now or hereafter used, or held for use, in connection with the properties described in clauses (A) and (F) above, or in connection with the operation of such properties or in connection with the treating, handling, transporting, storing or marketing of hydrocarbons transported through the Pipeline System, including all fixtures upon or under or related to the Lands, and all accessions and appurtenances thereto and all renewals or replacements thereof or substitutions therefor.

H. All of Borrower's rights, titles and interests (whether now owned or hereafter acquired by agreement or operation of law or otherwise) in, to and under all improvements, facilities, infrastructure, equipment, fixtures, and other real, immovable, personal or immovable property (including all platforms, wells, pumping units, wellhead equipment, tanks, pipelines, flow lines, gathering lines, compressors, dehydration units, separators, meters, buildings, injection facilities, salt water disposal facilities, and power, telephone and telegraph lines), and all fee interests, easements, servitudes, rights-of-way, surface leases, licenses, permits and other surface rights, which are now or hereafter used, or held for use, in connection with the properties, rights and interests described herein, or in connection with the operation of such properties, rights and interests, or in connection with the treating, handling, storing, processing, transporting or marketing of oil, gas, other hydrocarbons, or other minerals produced from (or allocated to) such properties, rights and interests.

I. All of the properties, including any oil and gas properties, rights, titles, interests and estates of every nature whatsoever now owned or hereafter acquired by the Borrower in the State of Texas, including (i) any properties, rights, titles, interests and estates as the same may be enlarged by the discharge of any payments out of production or by the removal of any charges or liens to which any oil and gas properties or other properties, rights, titles, interests or estates are subject, (ii) all rights of Borrower to liens securing payment of proceeds from the sale of production from any oil and gas

properties, together with any and all renewals and extensions of any of such related properties, rights, titles, interests or estates and (iii) all contracts and agreements supplemental to, amending or in substitution for the contracts and agreements described or mentioned above.

J. All oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined therefrom constituting line fill in the Pipeline System whether now owned or hereafter acquired by Borrower by operation of law or otherwise.

K. Any Property that may from time to time hereafter, by delivery or by writing of any kind, be subject to the Liens hereof by the Borrower or by anyone on the Borrower's behalf.

L. All of Borrower's rights, estates, powers and privileges appurtenant to any of the foregoing (all properties, rights, titles, interests and estates of the nature set forth and described in clause (A) through this clause (L) herein referred to as the "Mortgaged Property").

M. The Mortgaged Properties, to the extent the Mortgaged Properties consist of fixtures and personal property.

N. All oil, gas, as-extracted collateral, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and other hydrocarbons, and other minerals at any time produced from or allocated to the Mortgaged Properties and all products processed or obtained therefrom (herein collectively called the "Production"), together with all accounts arising out of the sale of Production and all other proceeds of Production (regardless of whether or not the Production, such accounts and such proceeds constitute "as-extracted collateral" under the Uniform Commercial Code), and all liens and security interests securing payment of the proceeds of Production, including those liens and security interests provided for under (i) statutes enacted in the jurisdictions in which the Mortgaged Properties are located, or (ii) statutes made applicable to the Mortgaged Properties under federal law (or some combination of federal and state law).

O. Without limitation of or by any other provisions herein, all payments received in lieu of Production (regardless of whether such payments accrued, or the events which gave rise to such payments occurred on, before or after the date hereof), including "take or pay" payments and similar payments, payments received in settlement of or pursuant to a judgment rendered with respect to take or pay or similar obligations or other obligations under a production sales contract, payments received in buyout or buydown or other settlement of a production sales contract, and payments received under a gas balancing or similar agreement as a result of (or received otherwise in settlement of or pursuant to judgment rendered with respect to) rights held by Borrower as a result of Borrower (or its predecessors in title) taking or having taken less gas from lands covered by a Mortgaged Property (or lands pooled or unitized therewith) than their ownership of such Mortgaged Property would entitle them to receive (the payments described in this subsection (c) being herein called "Payments in Lieu of Production").

P. All equipment, inventory, improvements, fixtures, accessions, goods, and other personal property or movable property of whatever nature now or hereafter located on or used or held for use in connection with the Mortgaged Properties (or in connection with the operation thereof or the treating, handling, storing, processing, transporting, or marketing of Production), and all licenses and permits of whatever nature now or hereafter used or held for use in connection with the Mortgaged Properties (or in connection with the operation thereof or the treating, handling, storing, processing, transporting, or marketing of Production), and all renewals or replacements of the foregoing or substitutions for the foregoing.

Q. All accounts, contracts, contract rights, choses in action (*i.e.*, rights to enforce contracts

or to bring claims thereunder) and general intangibles of any kind (regardless of whether the same arose, or the events which gave rise to the same occurred, on or before or after the date hereof) in any way related to the Mortgaged Properties, the operation thereof (whether Borrower is operator or non-operator or otherwise), or the treating, handling, separation, stabilization, storing, processing, transporting, gathering, sale or marketing of Production (including any of the same relating to payment of proceeds of Production or to payment of amounts which could constitute Payments in Lieu of Production).

R. Without limitation of or by the foregoing, all rights and interests of Borrower under any hedging contract now or hereafter existing.

S. All geological, geophysical, engineering, accounting, title, legal, and other technical or business data concerning the Mortgaged Properties, the Production or any other item of Property (as herein defined), which data is now or hereafter in the possession of Borrower or in which Borrower can otherwise grant a security interest, and all books, files, records, magnetic media, software, and other forms of recording or obtaining access to such data.

T. Without limitation of or by any of the foregoing, all rights, titles and interests now owned or hereafter acquired by Borrower in any and all goods, inventory, equipment, as-extracted collateral, documents, money, instruments, intellectual property, certificated securities, uncertificated securities, investment property, letters of credit, rights to proceeds of written letters of credit and other letter-of-credit rights, commercial tort claims, deposit accounts, payment intangibles, general intangibles, contract rights, chattel paper (including electronic chattel paper and tangible chattel paper), rights to payment evidenced by chattel paper, software, supporting obligations and accounts, wherever located, and all rights and privileges with respect thereto (all of the properties, rights and interests described in clauses (M), (N), (O), (P), (Q), (R) and (S) above, clause (U) below, and this clause (T) being herein sometimes collectively called the "Collateral").

U. All proceeds of the Collateral (the Mortgaged Properties, the Collateral, and the proceeds of the Mortgaged Properties and of the Collateral being herein sometimes collectively called the "Property").

Notwithstanding anything herein to the contrary, the Property shall not include the following property, whether now owned or hereafter acquired by Borrower, wherever located, and whether now or hereafter existing or arising:

(a) any property that is the subject of, that relates to, or that constitutes any contract or any other document or instrument to which Borrower is a party on the date hereof or any similar contract or other document or instrument entered into by Borrower after the date hereof, to the extent (but only to the extent) that the assignment thereof, or the creation of a lien and security interest therein, would constitute a breach of the terms of such contract, document or instrument, or would cause a default or event of default under the terms of such contract, document or instrument, or would permit any party (who is not an affiliate of Borrower) to such contract, document or instrument to terminate any material contract right arising under any such contract, document or instrument or to exercise any put, call, right of refusal, purchase option or other similar right, or would permit any party (who is not an affiliate of Borrower) to such contract, document or instrument to terminate such contract, document or instrument; provided, however, that any such property shall automatically cease to be excluded from the Property at such time as (i) the prohibition of assignment or of the creation of a lien and security interest in such property is no longer in effect, is no longer enforceable, or is rendered ineffective as a matter of law, (ii) Borrower has obtained the consent of the other parties to such agreement to the assignment of, or creation of a lien and security interest in, such property, or (iii) the breach, default, event of default or any other conditions otherwise giving rise to the exclusion of such property from the Property under this clause (a)

shall cease to exist; and

(b) any license or permit issued by any governmental authority held by Borrower to the extent (but only to the extent) that the assignment thereof or the creation of a lien and security interest therein would constitute a breach of or a default or event of default under the terms of such license or permit or would otherwise terminate such license or permit, in each case to the extent necessary so as to avoid such breach, default or terminability; provided, however, that any of such license or permit shall cease to be excluded from the Property at such time as (i) the prohibition of assignment or of the creation of a lien and security interest in such license or permit is no longer in effect, is no longer enforceable, or is rendered ineffective as a matter of law or (ii) Borrower has obtained the consent of the applicable governmental authority to the assignment of, or creation of a lien and security interest in, such license or permit; and

(c) any property to the extent that such grant of a security interest of the type otherwise created hereby is prohibited by any applicable law.

Notwithstanding the foregoing provisions contained in clauses (a) – (c) above, (i) no property shall be excluded from the Property pursuant to a prohibition on assignment or on creating or granting a security interest of the type otherwise created hereby to the extent such prohibition would be rendered ineffective by Subchapter D of Chapter 9 of the Uniform Commercial Code and (ii) any proceeds received by Borrower from the sale, transfer or other disposition of the property excluded from the Property pursuant to the provisions above, shall automatically be included in the Property unless any assets or property constituting such proceeds are themselves subject to the exclusions set forth above.

Notwithstanding anything herein to the contrary, in no event is (a) any Building (as defined in the applicable Flood Insurance Regulation) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation), which is located within an area having special flood hazards and in which flood insurance is available under the National Flood Insurance Act of 1968, or (b) any interest held by Borrower in and to the surface of the lands underlying said Building or Manufactured (Mobile) Home, insofar and only insofar as such lands lie directly below said Building or Manufactured (Mobile) Home (such Buildings, Manufactured (Mobile) Homes and lands are collectively referred to herein as, the “Excluded Structures”), included in the definition of “Mortgaged Properties”, and no Excluded Properties constitute Property. As used herein, “Flood Insurance Regulations” shall mean (i) the National Flood Insurance Act of 1968 as now in effect, (ii) the Flood Disaster Protection Act of 1973 as now in effect, (iii) the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001, *et seq.*), as now in effect, and (iv) the Flood Insurance Reform Act of 2004 as now in effect.

EXHIBIT A

[Attached]