

**PHOENIX
ENERGY**

ADAMANTIUM

PRIVATE PLACEMENT MEMORANDUM

ADAMANTIUM CAPITAL, LLC

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CONFIDENTIAL

AMENDED AND RESTATED PRIVATE PLACEMENT MEMORANDUM

ADAMANTIUM CAPITAL, LLC

As of June 1, 2026

This Amended and Restated Private Placement Memorandum (as may be supplemented and including any exhibits hereto, this “Memorandum”) of Adamantium Capital, LLC (the “Company”) was prepared solely for use in connection with the offering. Recipients of this Memorandum may not distribute it or disclose the contents of it to anyone without the prior written consent of the Company, other than to persons who advise potential investors in connection with the offering, or otherwise use the same for any purpose other than evaluation by such prospective investor of the offering. The recipient, by accepting delivery of this Memorandum, agrees to return this Memorandum and all documents furnished herewith to the Company or its representatives upon request if the recipient does not purchase any of the securities offered hereby or if the offering is withdrawn or terminated.

This Memorandum supersedes in its entirety that certain Private Placement Memorandum of the Company, dated February 16, 2024 (as supplemented), any prior private placement memorandum or other investment information (including any offering document, marketing information or supplement to any of the foregoing) provided by the Company and its representatives and agents.

The information in this Memorandum is current only as of the above date (unless such earlier date is referenced herein, then the information is as of such date) and may change after such date.

AMENDED AND RESTATED PRIVATE PLACEMENT MEMORANDUM

OF

ADAMANTIUM CAPITAL, LLC

13.0% Five-Year Unsecured Bonds (Series E Bonds)
14.0% Seven-Year Unsecured Bonds (Series F Bonds)
14.5% Nine-Year Unsecured Bonds (Series G Bonds)
15.0% Eleven-Year Unsecured Bonds (Series H Bonds)

13.0% Five-Year Unsecured Bonds (Series E-1 Bonds)
14.0% Seven-Year Unsecured Bonds (Series F-1 Bonds)
14.5% Nine-Year Unsecured Bonds (Series G-1 Bonds)
15.0% Eleven-Year Unsecured Bonds (Series H-1 Bonds)

\$2,000,000 Minimum Purchase Amount (2,000 Bonds)

13.5% Five-Year Unsecured Bonds (Series I Bonds)
14.5% Seven-Year Unsecured Bonds (Series J Bonds)
15.0% Nine-Year Unsecured Bonds (Series K Bonds)
15.5% Eleven-Year Unsecured Bonds (Series L Bonds)

13.5% Five-Year Unsecured Bonds (Series I-1 Bonds)
14.5% Seven-Year Unsecured Bonds (Series J-1 Bonds)
15.0% Nine-Year Unsecured Bonds (Series K-1 Bonds)
15.5% Eleven-Year Unsecured Bonds (Series L-1 Bonds)

\$3,000,000 Minimum Purchase Amount (3,000 Bonds)

14.0% Five-Year Unsecured Bonds (Series M Bonds)
15.0% Seven-Year Unsecured Bonds (Series N Bonds)
15.5% Nine-Year Unsecured Bonds (Series O Bonds)
16.0% Eleven-Year Unsecured Bonds (Series P Bonds)

14.0% Five-Year Unsecured Bonds (Series M-1 Bonds)
15.0% Seven-Year Unsecured Bonds (Series N-1 Bonds)
15.5% Nine-Year Unsecured Bonds (Series O-1 Bonds)
16.0% Eleven-Year Unsecured Bonds (Series P-1 Bonds)

\$4,000,000 Minimum Purchase Amount (4,000 Bonds)

\$600,000,000 Aggregate Maximum Offering Amount (600,000 Bonds)

Adamantium Capital, LLC, a Delaware limited liability company (the “**Company**,” “**we**,” “**our**,” and “**us**”), is offering pursuant to this Memorandum a maximum aggregate amount of \$600,000,000 (the “**Maximum Offering Amount**”) of (i) 13.0% five-year unsecured bonds, comprised of the “Series E Bonds” and “Series E-1 Bonds,” (ii) 14.0% seven-year unsecured bonds, comprised of the “Series F Bonds” and “Series F-1 Bonds,” (iii) 14.5% nine-year unsecured bonds, comprised of the “Series G Bonds” and “Series G-1 Bonds,” (iv) 15.0% eleven-year unsecured bonds, comprised of the “Series H Bonds” and “Series H-1 Bonds,” (v) 13.5% five-year unsecured bonds, comprised of the “Series I Bonds” and “Series I-1 Bonds,” (vi) 14.5% seven-year unsecured bonds, comprised of the “Series J Bonds” and “Series J-1 Bonds,” (vii) 15.0% nine-year unsecured bonds, comprised of the “Series K Bonds” and “Series K-1 Bonds,” (viii) 15.5% eleven-year unsecured bonds, comprised of the “Series L Bonds” and “Series L-1 Bonds,” (ix) 14.0% five-year unsecured bonds, comprised of the “Series M Bonds” and “Series M-1 Bonds,” (x) 15.0% seven-year unsecured bonds comprised of the “Series N Bonds” and “Series N-1 Bonds,” (xi) 15.5% nine-year unsecured bonds comprised of the “Series O Bonds” and “Series O-1 Bonds” and (xii) 16.0% eleven-year unsecured bonds comprised of the “Series P Bonds” and “Series P-1 Bonds” (such bonds, collectively, the “**Bonds**”).

As of March 31, 2026, the Company has issued \$278 million aggregate principal amount of Bonds and is continuing to offer Bonds of the series above up to the Maximum Offering Amount in the aggregate.

The two forms of Bonds per series differ only in how and when interest is calculated and becomes payable. The Series E Bonds, Series F Bonds, Series G Bonds, Series H Bonds, Series I Bonds, Series J Bonds, Series K Bonds, Series L Bonds, Series M Bonds, Series N Bonds, Series O Bonds and Series P Bonds (such Bonds, “**Cash Interest Bonds**”) will accrue simple interest, and interest payments will be paid monthly, in arrears, on the tenth day of each month for the prior calendar month. The Series E-1 Bonds, Series F-1 Bonds, Series G-1 Bonds, Series H-1 Bonds, Series I-1 Bonds, Series J-1 Bonds, Series K-1 Bonds, Series L-1 Bonds, Series M-1 Bonds, Series N-1 Bonds, Series O-1 Bonds and Series P-1 Bonds (such Bonds, “**Compound Interest Bonds**”) will accrue interest compounded monthly on the tenth day of each month for the prior calendar month, and no interest payments will be payable prior to the maturity date of the respective Compound Interest Bond. Interest for both the Cash Interest Bonds and the Compound Interest Bonds will accrue on the basis of a 360-day year consisting of twelve 30-day months. Upon maturity of each respective Bond, the Company will pay the principal plus all then-accrued and outstanding interest. For the avoidance of doubt and notwithstanding anything contained herein to the contrary, all Bonds will have a maturity date of the 10th of the calendar month in the month in which the settlement of such Bond occurs, and such Bond will accrue interest for the entire month in which the settlement occurs, without any offset or pro-rata calculation.

The purchase price per Bond is \$1,000 for all series of Bonds. The minimum purchase amount (the “**Minimum Purchase**”) is: (i) \$2,000,000 for the Series E Bonds, Series E-1 Bonds, Series F Bonds, Series F-1 Bonds, Series G Bonds, Series G-1 Bonds, Series H Bonds and Series H-1 Bonds; (ii) \$3,000,000 for the Series I Bonds, Series I-1 Bonds, Series J Bonds, Series J-1 Bonds, Series K Bonds, Series K-1 Bonds, Series L Bonds and Series L-1 Bonds; and (iii) \$4,000,000 for the Series M Bonds, Series M-1 Bonds, Series N Bonds, Series N-1 Bonds, Series O Bonds, Series O-1 Bonds, Series P Bonds and Series P-1 Bonds. The Company, in its sole discretion, reserves the right to accept smaller purchase amounts. See “**Summary of Offering**.” The Series E Bonds, Series E-1 Bonds, Series I Bonds, Series I-1 Bonds, Series M Bonds, and Series M-1 Bonds will mature on the 10th of the calendar month on the fifth anniversary of the closing date. The Series F Bonds, Series F-1 Bonds, Series J Bonds, Series J-1 Bonds, Series N Bonds, and Series N-1 Bonds will mature on the 10th of the calendar month on the seventh anniversary of the closing date. The Series G Bonds, Series G-1 Bonds, Series K Bonds, Series K-1 Bonds, Series O Bonds, and Series O-1 Bonds will mature on the 10th of the calendar month on the ninth anniversary of the closing date. The Series H Bonds, Series H-1 Bonds, Series L Bonds, Series L-1 Bonds, Series P Bonds, and Series P-1 Bonds will mature on the 10th of the calendar month on the eleventh anniversary of the closing date. The Company may elect to extend the maturity date of all or any portion of the Bonds, including all or any portion of any series, for up to two additional one-year periods in the Company’s sole discretion.

At each closing date (also referred to as settlement), the net proceeds for such closing will be disbursed to the Company and Bonds relating to such net proceeds will be issued to their respective investors. This offering will terminate on the earliest of: (i) the date the Company sells the Maximum Offering Amount; (ii) the second anniversary of the date of this Memorandum, as may be extended by up to one year by the Company by supplement hereto and further extended by amending and restating this Memorandum; and (iii) such date upon which we determine to terminate the offering in our sole discretion.

The Bonds are being offered to prospective investors on a commercially reasonable efforts basis by Crescent Securities Group, Inc. (the “**Managing Broker-Dealer**” or “**Crescent Securities**”), a Texas corporation and a member of the Financial Industry Regulatory Authority (“**FINRA**”). “Commercially reasonable efforts” means that our broker/dealer of record is not obligated to purchase any specific number or dollar amount of Bonds but will use commercially reasonable efforts to sell the Bonds. Beginning April 1, 2026, the Managing Broker-Dealer shall receive a fee of 0.4% of the gross proceeds of the offering (provided that a minimum monthly fee of \$50,000 shall be payable to the Managing Broker-Dealer notwithstanding the amount of gross proceeds raised in a given month), and registered representatives of the Managing Broker-Dealer shall receive variable sales compensation of up to 4.0% of the gross proceeds with respect to sales of the Bonds (the “**Broker-Dealer Fee**”) after such maximum Broker-Dealer Fee was lowered from 4.75% for sales of Bonds made prior to May 1, 2025. Certain non-executive personnel of Phoenix Energy One, LLC (f/k/a Phoenix Capital Group Holdings, LLC) (our “**Sponsor**”), are licensed registered representatives of the Managing Broker-Dealer and will be paid a portion of the Broker-Dealer Fee as sales compensation, of up to 4.0% of the gross proceeds with respect to sales of the Bonds. Prior to April 1, 2026, Dalmore Group, LLC, a New York limited liability company and a member of FINRA, served as the Managing Broker-Dealer for the Bonds.

	Price to Investors	Broker-Dealer Fee (weighted average) ⁽¹⁾⁽²⁾	Proceeds to Company	Proceeds to Other Persons
Per Bond	\$ 1,000	\$ 41.99	\$ 958.01	\$ 0
Maximum Offering Amount	\$600,000,000	\$ 25,195,038	\$574,804,962	\$ 0

- (1) Any Broker Dealer Fee will not be paid by the Company but will be paid by our Sponsor. If the Maximum Offering Amount of Bonds is sold, the maximum Broker Dealer Fee paid by our Sponsor will be approximately \$25,195,038. The foregoing assumes the Broker-Dealer Fee was 4.75% of the gross proceeds for all sales prior to May 1, 2025; but the Broker Dealer Fee may have been less. As of May 1, 2025, the Company had issued \$212.5 million aggregate principal amount of Bonds and, assuming the Broker-Dealer Fee was 4.75% of the gross proceeds for all such sales, the maximum Broker-Dealer Fee paid by our Sponsor was approximately \$10.1 million. The maximum Broker-Dealer Fee was modified effective May 1, 2025, from 4.75% of the gross proceeds to 3.35% of the gross proceeds, with a range of sales commissions payable out of the Broker-Dealer Fee to licensed registered representatives of the Managing Broker-Dealer that are non-executive personnel of our Sponsor. As of March 31, 2026, the Company had issued \$278 million aggregate principal amount of Bonds and, assuming the Broker-Dealer Fee was 3.35% of the gross proceeds for all such sales, the maximum Broker-Dealer Fee paid by our Sponsor was approximately \$16.3 million. The maximum Broker-Dealer Fee was again modified effective April 1, 2026, from 3.35% of the gross proceeds (a portion of which had been paid to registered representatives as sales compensation) to two separate fees including (i) variable sales compensation of up to 4.0% of the gross proceeds payable to registered representatives of the Managing Broker-Dealer that are non-executive personnel of our Sponsor, and (ii) 0.4% of the gross proceeds to be retained by the Managing Broker-Dealer, provided that a minimum monthly fee of \$50,000 shall be payable to the Managing Broker-Dealer notwithstanding the amount of gross proceeds raised in a given month. The foregoing maximum Broker Dealer Fee paid by our Sponsor of approximately \$25,195,038 assumes that the Broker-Dealer Fee will be equal to 0.4% of the gross proceeds plus sales compensation payable to registered representatives of the Managing Broker-Dealer of up to 4.0% of the gross proceeds, for all sales after April 1, 2026, but the Broker-Dealer Fee may be less. See “*Use of Proceeds*” and “*Plan of Distribution*” for more information.
- (2) Our Sponsor will be responsible for paying the Broker-Dealer Fee and offering expenses. We will not use any of our offering proceeds to pay such expenses. The Broker-Dealer Fee includes compensation for acting as the Managing Broker-Dealer and for expenses incurred in connection with marketing the Bonds.

* All figures are rounded to the nearest dollar.

NOTICE TO INVESTORS

THE BONDS OFFERED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “*SECURITIES ACT*”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY THE BONDS IN ANY JURISDICTION IN WHICH OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION. THIS OFFERING DOES NOT CONSTITUTE AN OFFER OF BONDS TO THE PUBLIC AND NO ACTION HAS BEEN OR WILL BE TAKEN TO PERMIT A PUBLIC OFFERING IN ANY STATE OR JURISDICTION WHERE ACTION WOULD BE REQUIRED FOR THAT PURPOSE.

NEITHER THIS MEMORANDUM NOR THE BONDS OFFERED HEREBY HAVE BEEN APPROVED BY ANY REGULATORY OR SUPERVISORY AUTHORITY IN THE UNITED STATES OR IN ANY STATE OR OTHER JURISDICTION, INCLUDING BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE “*SEC*”), NOR HAS ANY SUCH AUTHORITY OR COMMISSION PASSED ON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THE BONDS WILL BE OFFERED AND SOLD IN THE UNITED STATES UNDER THE EXEMPTION FROM REGISTRATION PROVIDED BY SECTION 4(A)(2) OF THE SECURITIES ACT AND RULE 506(c) OF REGULATION D PROMULGATED THEREUNDER (“*REGULATION D*”) AND OTHER EXEMPTIONS OF SIMILAR IMPORT IN THE LAWS OF THE STATES AND JURISDICTIONS WHERE THE OFFERING WILL BE MADE. AS SUCH, EACH PURCHASER OF THE BONDS OFFERED HEREBY IN THE UNITED STATES MUST BE AN “ACCREDITED INVESTOR” WITHIN THE MEANING OF REGULATION D. THIS OFFERING IS INTENDED FOR INVESTORS PURCHASING THE BONDS IN THE ORDINARY COURSE FOR THEIR OWN ACCOUNT FOR INVESTMENT AND NOT WITH A VIEW TO, OR ANY ARRANGEMENTS OR UNDERSTANDINGS REGARDING, ANY SUBSEQUENT DISTRIBUTION. SUBSCRIPTIONS FOR THE BONDS OFFERED WILL ONLY BE ACCEPTED FROM THOSE INVESTORS WHO REPRESENT AND WARRANT THAT SUCH INVESTOR IS (I) INVESTING IN THE COMPANY SOLELY FOR HIS OR HER OWN ACCOUNT FOR INVESTMENT PURPOSES ONLY, AND NOT WITH A VIEW TO RESALE OR DISTRIBUTION; (II) IS AN “ACCREDITED INVESTOR” AS THAT TERM IS DEFINED BY RULE 501(a) OF REGULATION D; (III) IS FAMILIAR WITH THIS TYPE OF INVESTING AND IS CAPABLE OF EVALUATING THE RISKS AND MERITS OF AN INVESTMENT IN THE COMPANY; (IV) HAS HAD ACCESS TO SUFFICIENT INFORMATION TO MAKE AN INVESTMENT DECISION ABOUT THE COMPANY; (V) UNDERSTANDS THAT THE BONDS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED UNLESS REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE; AND (VI) IS ABLE TO ACCEPT THE LACK OF LIQUIDITY OF THE BONDS AND TO BEAR THE FINANCIAL RISKS OF AN INVESTMENT IN THE BONDS FOR AN INDEFINITE PERIOD OF TIME. SEE “*PLAN OF DISTRIBUTION—WHO MAY INVEST.*”

THE BONDS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND MAY NOT BE TRANSFERRED EXCEPT AS PERMITTED BY THE SECURITIES ACT AND APPLICABLE STATE OR OTHER JURISDICTIONS SECURITIES LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THERE IS NO PUBLIC MARKET FOR THESE SECURITIES AND THERE IS NO ASSURANCE THAT A PUBLIC MARKET FOR THESE SECURITIES WILL DEVELOP IN THE FORESEEABLE FUTURE OR AT ALL. ACCORDINGLY, INVESTORS MAY FIND IT DIFFICULT OR IMPOSSIBLE TO DISPOSE OF ANY OF THESE SECURITIES AND MUST BE PREPARED TO RETAIN THEM FOR AN INDEFINITE PERIOD OF TIME.

THE OFFERING IS SUBJECT TO WITHDRAWAL, CANCELLATION OR MODIFICATION BY THE COMPANY WITHOUT NOTICE. THE COMPANY RESERVES THE RIGHT TO REJECT ANY SUBSCRIPTION FOR BONDS IN WHOLE OR IN PART OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE NUMBER OF BONDS SUCH INVESTOR DESIRES TO PURCHASE.

THE BONDS OFFERED HEREBY ARE SPECULATIVE AND INVESTMENT IN THE BONDS INVOLVES A HIGH DEGREE OF RISK. SEE “*RISK FACTORS*” TO READ ABOUT IMPORTANT FACTORS THAT EACH PROSPECTIVE INVESTOR SHOULD CONSIDER BEFORE INVESTING IN THE BONDS.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION TO THE RECIPIENT HEREOF REGARDING THE OFFERING OTHER THAN THE INFORMATION PROVIDED BY THE COMPANY HEREIN, OR TO MAKE ANY REPRESENTATIONS IN CONNECTION WITH THE OFFERING, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY. THIS MEMORANDUM HAS BEEN PREPARED BY THE COMPANY. THERE HAS BEEN NO INDEPENDENT THIRD-PARTY VERIFICATION OF ANY INFORMATION CONTAINED HEREIN AND THERE IS NO REPRESENTATION OR WARRANTY AS TO ITS ACCURACY OR COMPLETENESS. FURTHER, THE COMPANY DISCLAIMS ANY AND ALL LIABILITIES FOR REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, CONTAINED IN OR OMISSIONS FROM, THIS MEMORANDUM OR ANY OTHER WRITTEN OR ORAL COMMUNICATIONS OR TRANSMISSIONS MADE AVAILABLE TO RECIPIENT. EACH INVESTOR WILL BE ENTITLED TO RELY SOLELY ON THOSE REPRESENTATIONS AND WARRANTIES THAT MAY BE MADE TO THE INVESTOR BY THE COMPANY IN ANY PURCHASE AGREEMENT OR SUBSCRIPTION DOCUMENTATION RELATING TO THE INVESTOR’S PURCHASE OF THE SECURITIES.

THIS MEMORANDUM INCLUDES CERTAIN STATEMENTS AND PROJECTIONS PROVIDED BY THE COMPANY WITH RESPECT TO THE ANTICIPATED FUTURE PERFORMANCE OF THE COMPANY AND THE COMPANY’S SPONSOR. SUCH STATEMENTS AND PROJECTIONS REFLECT VARIOUS ASSUMPTIONS MADE BY THE COMPANY CONCERNING ANTICIPATED RESULTS. THESE ASSUMPTIONS ARE SUBJECT TO SIGNIFICANT UNCERTAINTIES AND MAY OR MAY NOT PROVE TO BE ACCURATE. ACCORDINGLY, THE COMPANY MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THE STATEMENTS REGARDING THE COMPANY’S AND THE COMPANY’S SPONSOR’S FUTURE PERFORMANCE OR THE ASSUMPTIONS UNDERLYING THEM. THE ACHIEVEMENT OF THE FORECASTS CONTAINED HEREIN DEPENDS UPON NUMEROUS FACTORS, MANY OF WHICH ARE BEYOND THE COMPANY’S AND THE COMPANY’S SPONSOR’S CONTROL. THEREFORE, THERE CAN BE NO ASSURANCE THAT THE COMPANY’S AND THE COMPANY’S SPONSOR’S FUTURE PERFORMANCE WILL BE CONSISTENT WITH THE FORECASTS SET FORTH IN THIS MEMORANDUM. THIS MEMORANDUM HAS BEEN PREPARED FOR THE PURPOSE OF INTRODUCING PROSPECTIVE INVESTORS TO THE COMPANY IN ORDER TO ENABLE THEM TO DETERMINE IF THEY HAVE SUFFICIENT INTEREST IN THE COMPANY, ITS BUSINESS, AND PROSPECTS TO JUSTIFY FURTHER ACTION ON THEIR PART. IT IS EXPECTED THAT ANY INVESTOR PURCHASING BONDS IN THE OFFERING WILL PURSUE ITS OWN INDEPENDENT INVESTIGATION AND ANALYSIS OF THE COMPANY AND ITS PROSPECTS. THE DELIVERY OF THIS MEMORANDUM WILL NOT UNDER ANY CIRCUMSTANCES CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE, OR THAT INFORMATION CONTAINED IN THIS MEMORANDUM IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF THIS MEMORANDUM.

THE SEC GENERALLY PERMITS OIL AND GAS COMPANIES, IN FILINGS MADE WITH THE SEC, TO DISCLOSE PROVED RESERVES, WHICH ARE RESERVE ESTIMATES THAT GEOLOGICAL AND ENGINEERING DATA DEMONSTRATE WITH REASONABLE CERTAINTY TO BE RECOVERABLE IN FUTURE YEARS FROM KNOWN RESERVOIRS UNDER EXISTING ECONOMIC AND OPERATING CONDITIONS, AND CERTAIN PROBABLE AND POSSIBLE RESERVES THAT MEET THE SEC’S DEFINITIONS FOR SUCH TERMS. THE COMPANY’S SPONSOR DISCLOSES ESTIMATED PROVED RESERVES AND ESTIMATED PROBABLE RESERVES IN ITS FILINGS WITH THE SEC. THE COMPANY’S SPONSOR’S ESTIMATED RESERVES ARE PREPARED BY THE COMPANY’S SPONSOR’S INTERNAL RESERVOIR ENGINEER AND COMPLY WITH DEFINITIONS PROMULGATED BY THE SEC. THESE ESTIMATED RESERVES ARE NOT AUDITED BY AN INDEPENDENT PETROLEUM ENGINEERING FIRM. ADDITIONAL INFORMATION ON THE

COMPANY'S SPONSOR'S ESTIMATED RESERVES IS CONTAINED IN THE COMPANY'S SPONSOR'S FILINGS WITH THE SEC. ACTUAL QUANTITIES THAT MAY BE ULTIMATELY RECOVERED WILL DIFFER SUBSTANTIALLY. FACTORS AFFECTING ULTIMATE RECOVERY INCLUDE THE SCOPE OF DRILLING PROGRAMS, WHICH WILL BE DIRECTLY AFFECTED BY THE AVAILABILITY OF CAPITAL, DRILLING AND PRODUCTION COSTS, AVAILABILITY OF DRILLING SERVICES AND EQUIPMENT, DRILLING RESULTS, LEASE EXPIRATIONS, TRANSPORTATION CONSTRAINTS, REGULATORY APPROVALS AND OTHER FACTORS AND ACTUAL DRILLING RESULTS, INCLUDING GEOLOGICAL AND MECHANICAL FACTORS AFFECTING RECOVERY RATES. ESTIMATES MAY CHANGE SIGNIFICANTLY AS DEVELOPMENT OF PROPERTIES PROVIDE ADDITIONAL DATA. IN ADDITION, THE COMPANY'S SPONSOR'S PRODUCTION FORECASTS AND EXPECTATIONS FOR FUTURE PERIODS ARE DEPENDENT UPON MANY ASSUMPTIONS, INCLUDING ESTIMATES OF PRODUCTION, DECLINE RATES FROM EXISTING WELLS AND THE UNDERTAKING AND OUTCOME OF FUTURE DRILLING ACTIVITY, WHICH MAY BE AFFECTED BY SIGNIFICANT COMMODITY PRICE DECLINES OR DRILLING COST INCREASES. ESTIMATED PROVED RESERVES AND ESTIMATED PROBABLE RESERVES DO NOT REPRESENT OR MEASURE THE FAIR VALUE OF THE RESPECTIVE PROPERTIES OR THE FAIR MARKET VALUE AT WHICH A PROPERTY OR PROPERTIES COULD BE SOLD FOR. IN THE EVENT OF ANY SUCH SALE, PROCEEDS TO THE COMPANY'S SPONSOR MAY BE SIGNIFICANTLY LESS THAN THE VALUE OF THE ESTIMATED RESERVES.

THE STATEMENTS CONTAINED IN THIS MEMORANDUM AND ANY COMMUNICATIONS, WRITTEN OR ORAL, FROM THE COMPANY, OR ANY OF ITS EMPLOYEES OR AGENTS, SHOULD NOT BE CONSTRUED AS LEGAL, TAX, INVESTMENT, ACCOUNTING OR OTHER EXPERT ADVICE. PROSPECTIVE INVESTORS SHOULD CONSULT THEIR OWN PROFESSIONAL ADVISORS ON THE POTENTIAL TAX, LEGAL AND OTHER CONSEQUENCES OF SUBSCRIBING FOR, PURCHASING, HOLDING OR SELLING THE BONDS AND RESTRICTIONS AND INVESTMENT RISKS ASSOCIATED THEREWITH. EACH PROSPECTIVE INVESTOR SHOULD CONSULT AND RELY ON THE PROSPECTIVE INVESTOR'S OWN EVALUATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED, IN MAKING AN INVESTMENT DECISION WITH RESPECT TO THE BONDS.

THIS MEMORANDUM CONTAINS CERTAIN INFORMATION REGARDING OTHER OFFERINGS OF SECURITIES BEING MADE BY THE COMPANY'S SPONSOR (A "*SEPARATE OFFERING*") THAT THE COMPANY HAS DETERMINED TO BE MATERIAL TO EVALUATING A POTENTIAL INVESTMENT IN THE BONDS. THIS MEMORANDUM IS NOT INTENDED TO BE AN OFFER OF SECURITIES IN ANY SEPARATE OFFERING NOR A SOLICITATION OF AN OFFER TO BUY SECURITIES IN ANY SEPARATE OFFERING. ANY OFFER OF SECURITIES OR SOLICITATION OF AN OFFER TO BUY SECURITIES IN A SEPARATE OFFERING MAY BE MADE SOLELY BY THE OFFERING CIRCULAR, PRIVATE PLACEMENT MEMORANDUM, OR OTHER OFFERING DOCUMENT (COLLECTIVELY, "*SEPARATE OFFERING DOCUMENTS*") WITH RESPECT TO SUCH SEPARATE OFFERING. THIS LINK ([HTTPS://PHOENIXENERGY.COM/INVEST](https://phoenixenergy.com/invest)) PROVIDES THE SEPARATE OFFERING DOCUMENTS OF ANY AND ALL OFFERINGS OF SECURITIES BEING GENERALLY SOLICITED BY THE COMPANY'S SPONSOR.

INFORMATION TO RESIDENTS OF CERTAIN STATES

Each prospective investor should read the legend and state disclosure listed below applicable to the state in which he or she resides. The state disclosures and legends listed below do not in any way constitute or imply that offers or sales may be made in such states. Offers and/or sales may only be made in those states approved by the Company. If any prospective investor resides in a state not included below, such prospective investor should request the state legend applicable to such investor's state prior to making an investment in the Company.

FOR FLORIDA RESIDENTS

The securities referred to in this Memorandum have not been registered under the Florida Securities Act. Any Florida investor may, at his option, void any purchase hereunder within a period of three days after he (a) first tenders or pays to the Company, an agent of the Company, or an escrow agent the consideration required hereunder or (b) delivers his executed Subscription Agreement (as defined below), whichever occurs later. To accomplish this, it is sufficient for a Florida investor to send an e-mail to the issuer's e-mail address set forth in the disclosure document provided to the purchaser or purchaser's representative or by hand delivery, courier service, or other method by which written proof of delivery to the issuer of the purchaser's election to rescind the purchase is evidenced.

FOR PENNSYLVANIA RESIDENTS

These securities have not been registered under the Pennsylvania Securities Act of 1972 in reliance upon an exemption therefrom. Any sale made pursuant to such exemption is voidable by a Pennsylvania purchaser within two business days from the date of receipt by the issuer of his written binding contract of purchase or, in the case of a transaction in which there is not a written binding contract or purchase, within two business days after he or she makes the initial payment for the shares being offered. However, this right is not available to any purchaser who is a bank, trust company, savings institution, insurance company, securities dealer, investment company (as defined in the Investment Company Act of 1940, as amended (the "*Investment Company Act*")), pension or profit-sharing trust, any qualified institutional buyer as defined in 17 C.F.R. 230.144A(a), under the Securities Act, or such other financial institutions as defined by the Pennsylvania Securities Act of 1972 or regulation of the Pennsylvania Securities Commission.

SPECIAL NOTICE TO FOREIGN INVESTORS

If the investor lives outside the United States, it is the investor's responsibility to fully observe the laws of any relevant territory or jurisdiction outside the United States in connection with any purchase of the securities, including obtaining required governmental consents or observing any other required legal or other formalities. The Company reserves the right to deny the purchase of the securities by any foreign investor.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

We incorporate by reference into this Memorandum certain information that our Sponsor files with the SEC, which means we disclose important information to you by referring you to those documents. All such information is considered to be part of this Memorandum. Any statement contained or incorporated by reference in this Memorandum shall be deemed to be modified or superseded for purposes of this Memorandum to the extent that a statement contained herein, or in any subsequently filed document that also is incorporated by reference herein, modifies or supersedes such earlier statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Memorandum. We incorporate by reference into this Memorandum the following documents that our Sponsor has previously filed with the SEC:

- The Company's Annual Report on Form 10-K for the year ended December 31, 2025, filed with the SEC on March 17, 2026 (the "**2025 Annual Report**").
- our Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2026, filed with the SEC on May 13, 2026.
- The Company's registration statement on Form S-1 (File No. 333-282862) filed with the SEC in October 2024, which was declared effective on May 14, 2025, and together with each prospectus supplement and post-effective amendment filed in connection therewith, including the post-effective amendments filed on April 2, 2026, which was declared effective May 4, 2026.
- The Company's offering statement on Form 1-A (File No. 024-12634) filed with the SEC in June 2025, which was qualified on September 22, 2025, together with the post-qualification offering circular dated September 12, 2025 filed in connection therewith, which was qualified on September 22, 2025.
- The Company's Current Reports on Form 8-K filed with the SEC, including those filed on January 21, 2026, February 13, 2026, and June 2, 2026.
- The Company's other filings with the SEC available on the SEC's website at www.sec.gov.

All reports and other documents we subsequently file pursuant to Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the "**Exchange Act**") or Rule 25 of Regulation A prior to the termination of this offering, but excluding any information furnished to, rather than filed with, the SEC, will also be incorporated by reference into this Memorandum and deemed to be part of this Memorandum from the date of the filing of such reports and documents. Any of the foregoing reports and documents that are filed with the SEC are listed on the Company's latest filings on the SEC's EDGAR database.

Documents incorporated by reference are available from us without charge, excluding all exhibits, except that if we have specifically incorporated by reference an exhibit into this Memorandum, the exhibit will also be provided without charge. You may obtain documents incorporated by reference into this Memorandum by requesting them in writing or by calling us at the following address or telephone number, as applicable, attention Investor Relations:

Adamantium Capital, LLC
18575 Jamboree Road, Suite 830
Irvine, California 92612
(303)-376-9778

You should rely only upon the information contained or incorporated by reference in this Memorandum. We have not authorized anyone to provide you with different information. You should not assume that the information in this Memorandum is accurate as of any date other than the date of this Memorandum or the date of such incorporated document, as applicable.

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EXECUTIVE SUMMARY

This summary highlights information contained elsewhere in this Memorandum. This summary does not contain all of the information that you should consider before deciding whether to invest in the Bonds. You should carefully read this entire Memorandum, including the information under the heading “**Risk Factors**” and all information included and incorporated in this Memorandum.

Our Company. Adamantium Capital, LLC, a Delaware limited liability company, was formed on June 21, 2023, as a wholly owned financing subsidiary of our Sponsor, Phoenix Energy One, LLC (f/k/a Phoenix Capital Group Holdings, LLC), to undertake financing efforts under Regulation D and subsequently loan amounts to our Sponsor and/or its subsidiaries, including Phoenix Operating LLC, a Delaware limited liability company (“**PhoenixOp**”), as needed. We offer high net worth individuals unsecured bonds pursuant to an offering under Rule 506(c) of Regulation D and do not expect to undertake financing efforts under Regulation A. In connection with our financing efforts, we entered into a loan agreement with our Sponsor and PhoenixOp, as borrowers, dated as of September 13, 2023 (as the same has been and may be amended and supplemented from time to time, the “**Adamantium Loan Agreement**”), which provides for us to loan up to a maximum principal amount of \$609.3 million in one or more advances to our Sponsor and PhoenixOp and is secured by mortgages on certain of our Sponsor’s properties, which mortgages are junior to the security interest of the Fortress Credit Agreement (as defined herein) and other existing and future senior secured indebtedness of our Sponsor and its subsidiaries. For example, these mortgages are junior to our Sponsor’s \$525.0 million aggregate principal amount outstanding under that certain Amended and Restated Senior Secured Credit Agreement, dated as of August 12, 2024 (as amended by that certain Limited Waiver and Amendment No. 1 to Amended and Restated Senior Secured Credit Agreement, dated as of October 25, 2024, that certain Limited Waiver and Amendment No. 2 to Amended and Restated Senior Secured Credit Agreement, dated as of November 1, 2024, that certain Limited Waiver and Amendment No. 3 to Amended and Restated Senior Secured Credit Agreement, dated as of December 18, 2024, that certain Limited Waiver and Amendment No. 4 to Amended and Restated Senior Secured Credit Agreement, dated as of April 16, 2025, that certain Limited Waiver and Amendment No. 5 to Amended and Restated Senior Secured Credit Agreement, dated as of June 26, 2025, that certain Limited Waiver and Amendment No. 6 to Amended and Restated Senior Secured Credit Agreement, dated as of August 1, 2025, that certain Amendment No. 7 to Amended and Restated Senior Secured Credit Agreement, dated as of October 27, 2025, that certain Amendment No. 8 to Amended and Restated Senior Secured Credit Agreement, dated as of February 12, 2026, and as the same may be amended and supplemented from time to time, the “**Fortress Credit Agreement**”), with PhoenixOp, as borrower, each of the lenders from time to time party thereto, and Fortress Credit Corp. (“**Fortress**”), as administrative agent for the lenders, which consists of a \$100.0 million term loan, borrowed in full on August 12, 2024; a \$35.0 million delayed draw term loan facility, borrowed in full on October 11, 2024; a \$115.0 million term loan, borrowed in full on December 18, 2024; a \$25.0 million term loan, borrowed in full on April 16, 2025, a \$25.0 million delayed draw term loan facility, borrowed in full on May 9, 2025; a \$100.0 million term loan, borrowed in full on August 1, 2025; a \$50.0 million term loan, borrowed in full on October 27, 2025; a \$75.0 million term loan borrowed in full on February 12, 2026; and a \$225.0 million delayed draw term loan facility, that is uncommitted and undrawn as of the date hereof, each of which is secured by a senior security interest in all of the assets of Phoenix Equity (as defined herein) and its subsidiaries, including us.

The proceeds of advances under the Adamantium Loan Agreement will be used for (i) purchasing mineral rights and non-operated working interests, as well as additional asset acquisitions, (ii) financing potential drilling and exploration operations of one or more of our Sponsor’s subsidiaries, which may include PhoenixOp, and (iii) other working capital needs. The timing of any advances under the Adamantium Loan Agreement shall be contingent upon our receipt of proceeds from the sale of Bonds. Each advance may have a different term of maturity and interest rate to track the terms of the respective Bonds sold prior to such advance and to which such advance relates. To the extent the Bonds are accelerated or prepaid, in whole or in part, our Sponsor shall be obligated to pay or prepay, in whole or in part, all or any part of any outstanding indebtedness under the Adamantium Loan Agreement so as to satisfy the obligations and terms of the accelerated or prepaid Bonds. The Adamantium Loan Agreement is not a revolving facility, and our Sponsor may not reborrow amounts repaid. We will use any amounts repaid under the Adamantium Loan Agreement to repay the corresponding Bonds.

This summary is qualified in its entirety by the Adamantium Loan Agreement which is filed as an exhibit to this Memorandum. For additional information regarding the Adamantium Loan Agreement, please see “*Certain Relationships and Related-Party Transactions*”.

Our Sponsor. We are a wholly owned subsidiary of our Sponsor. Our Sponsor, Phoenix Energy One, LLC, a Delaware limited liability company, was formed on April 16, 2019, as Phoenix Capital Group Holdings, LLC, and our Sponsor legally changed its name to Phoenix Energy One, LLC on January 23, 2025. Our Sponsor is focused on oil and gas operations and executing on a three-pronged strategy involving the acquisition of royalty assets, acquisition of non-operated working interest assets, and direct drilling operations conducted through our Sponsor’s wholly owned subsidiary, PhoenixOp. Pursuant to this strategy, our Sponsor purchases a variety of assets, including mineral interests, leasehold interests, overriding royalty interests, and perpetual royalty interests. While our Sponsor has primarily targeted assets in the Williston Basin, Permian Basin, Powder River, and Denver-Julesburg Basin (“*Denver-Julesburg Basin*”), it is agnostic to geography and prioritizes asset potential in executing on its acquisition strategy.

Our Sponsor leverages its specialized software system and experienced management team to identify asset opportunities that fit its desired criteria and potential for returns. Our Sponsor prioritizes assets with potential for high monthly recurring cash flows and primarily targets assets that have a potential payback period of 12-48 months and long-term (often more than 20 years) lifetime cash flows. To help identify and prioritize assets with such potential, our Sponsor developed a software system in 2019. The software system is designed to be scalable and process inputs from a variety of internal and external sources, and supports our Sponsor’s ability to identify, analyze, underwrite, and formally transact in the purchasing of oil and gas assets. The software system operates across three key facets of our business:

1. **Asset Discovery** – The data-driven system has customized inputs that are selected by management to pull in and incorporate data sets from multiple third-party sources through custom application interfaces (“*APIs*”) that automatically retrieve updated information on a regular basis. For example, the system retrieves detailed land and title data and well-level data including operator, production metrics, well status, dates of activities, well-specific activities and historical reporting. The software system compiles these inputs and creates dashboards that can be accessed by management to analyze and review granular data on an asset-by-asset level. These dashboards present certain key information, including, among others, the geography of the asset, the estimated probability of future oil wells, the estimated predictability of the timing and value of cash flows, and local and national oil prices. Our Sponsor believes this process provides it with key market intelligence and insights, tailored to prioritize asset traits curated and targeted by management, to identify and rank potential assets. Our Sponsor believes this provides it with a competitive advantage because it is able to identify potentially valuable assets, based on its own hierarchy and prioritization of asset traits and data inputs, which may otherwise be overlooked by other industry participants.
2. **Asset Grading and Estimates** – The outputs from the asset discovery process are then run through a discounted cash flow model, using management inputs for discount rate and the price of oil to generate asset value and pricing estimates. The software system grades these assets based on our Sponsor’s management’s desired target criteria for high probability of high near-term cash flow and generates a summary version of assets to prospect for acquisition for our sales team. The system also generates an acquisition price for each asset, which informs the sales team as to the maximum price that our Sponsor may be willing to offer in any prospective transaction. This process is used to further characterize high-priority targets for sales and acquisition efforts.
3. **Asset Acquisition** – Based on our Sponsor’s management input, the software system then routes the pricing and asset information from the asset grading and estimates process through an automated document generator to create customized, asset-specific document packages for utilization and distribution by our Sponsor’s sales team. The workflow for these document packages is then processed and monitored using our Sponsor’s internally developed software, which distributes the documents to our Sponsor’s operations team for the preparation of an offering and sale package, which is then delivered to the prospective seller. Using relationship management features within our Sponsor’s internally developed software, our Sponsor’s sales team is able to record notes and each opportunity can be tracked from its original data upload through the lifecycle of the sales process.

While the data inputs utilized by our Sponsor’s software system are largely based on public information, considerable customization and coding has been undertaken to generate a system that our Sponsor can successfully leverage in its business. This software was designed and built by our Sponsor to address its specific needs, and our Sponsor is not aware of a similar competitive product. Our Sponsor relies on trade secret laws to protect its software

system and does not own any registered copyright, patent or other intellectual property rights regarding its software. However, our Sponsor believes the investment of significant monetary and intellectual resources have created a system that would be difficult to replicate. Our Sponsor currently has no intention of licensing or selling the software. See *“Risk Factors – Risks Related to Legal, Regulatory, and Environmental Matters—Our Sponsor does not currently own any registered intellectual property rights relating to its software system and may be subject to competitors developing the same technology.”*

Following the acquisition of an asset, our Sponsor typically shares in the proceeds of the natural resources extracted and sold by a third-party oil and gas operator. For certain assets, our Sponsor operates its own direct drilling operations through PhoenixOp. Throughout 2024 and 2025, our Sponsor increased the extent to which it runs its own direct drilling operations and expects to continue to grow its drilling activities going forward. Our Sponsor intends to actively drill and develop select assets in an effort to maximize value and resource potential, and our Sponsor will generally seek to increase its production, reserves, and cash flow from operations over time. Our Sponsor has identified a number of potential drilling locations that it believes have the potential for attractive growth and opportunities. In accordance with that business plan, our Sponsor acquired its second drilling rig in October 2024 and acquired its third drilling rig in April 2025. As our Sponsor relies more on its own direct drilling operations, our Sponsor’s capital expenditures and operating expenses have also increased significantly, and our Sponsor expects this increase in capital and operating expenses to continue as compared to its previous business model, which relied heavily on royalty and working interest acquisitions. As such, our Sponsor expects to have increased needs for additional capital in excess of cash flows from operating activities in order to fund the growth of its business and the development of its reserves. Our Sponsor expects to require additional outside funding, including through the Adamantium Loan Agreement, to successfully execute this business strategy. Although our Sponsor believes that running its own direct drilling operations will require significantly greater funds than partnering with a third-party operator, our Sponsor believes that this strategy will provide greater control of cashflow, increased revenue, and larger potential for shorter payback periods as compared to returns on royalty assets and working interest assets. Our Sponsor expects that this shift in its business model will allow it to capture more of the upside from the use of its specialized software system. As of December 31, 2025, our Sponsor estimates that it will need to raise approximately \$669.8 million in additional capital through the end of 2028 to fund the development of its reserves. Our Sponsor expects that such capital needs will be met in the near to medium term by capital contributions to PhoenixOp by our Sponsor, which our Sponsor expects to fund from time to time in varying amounts through a combination of assets, cash from operations, and the proceeds from unregistered debt offerings, the proceeds of the Adamantium Loan Agreement, the proceeds of debt procured by any future subsidiary lender to our Sponsor, and the Fortress Credit Agreement. The funding of additional amounts to PhoenixOp by our Sponsor is not subject to specific milestones or triggering events, but instead will be guided by the business judgment of our Sponsor and PhoenixOp in order to execute on our Sponsor’s intended business plan. Our Sponsor intends to make such capital contributions to PhoenixOp until such time as PhoenixOp procures its own financing, if any, or has sufficient cash from operations to operate without supplemental financing from our Sponsor. Leases are contributed to PhoenixOp at a value equal to our Sponsor’s cost of acquisition of the contributed asset, and our Sponsor anticipates contributing additional oil and gas properties to PhoenixOp in the future. Leases are generally contributed in order for PhoenixOp to operate extraction activities on such assets with the requisite title and permissions. Our Sponsor expects to only contribute oil and gas properties to PhoenixOp that are located in an area where our Sponsor owns or leases enough continuous productive acreage to support meaningful mineral extraction activities. Whether and when our Sponsor has properties it decides to contribute to PhoenixOp will depend on, among other things, our Sponsor’s ability to acquire properties from multiple owners, the amount and quality of mineral reserves discovered on such properties, the presence of or proximity to third-party operators with existing extraction activities and the suitability of the area’s topography for drilling and operating producing wells. PhoenixOp is currently a borrower under certain of our Sponsor’s loan agreements, including the Fortress Credit Agreement and the Adamantium Loan Agreement, and could borrow amounts under such agreements directly.

Our Sponsor’s principal executive offices are located at 18575 Jamboree Road, Suite 830, Irvine, California 92612, and its telephone number is (303) 376-9778. The information on, or otherwise accessible through, our Sponsor’s website does not constitute a part of this Memorandum. See *“General Information About Our Company—Our Sponsor’s Business Strategy.”*

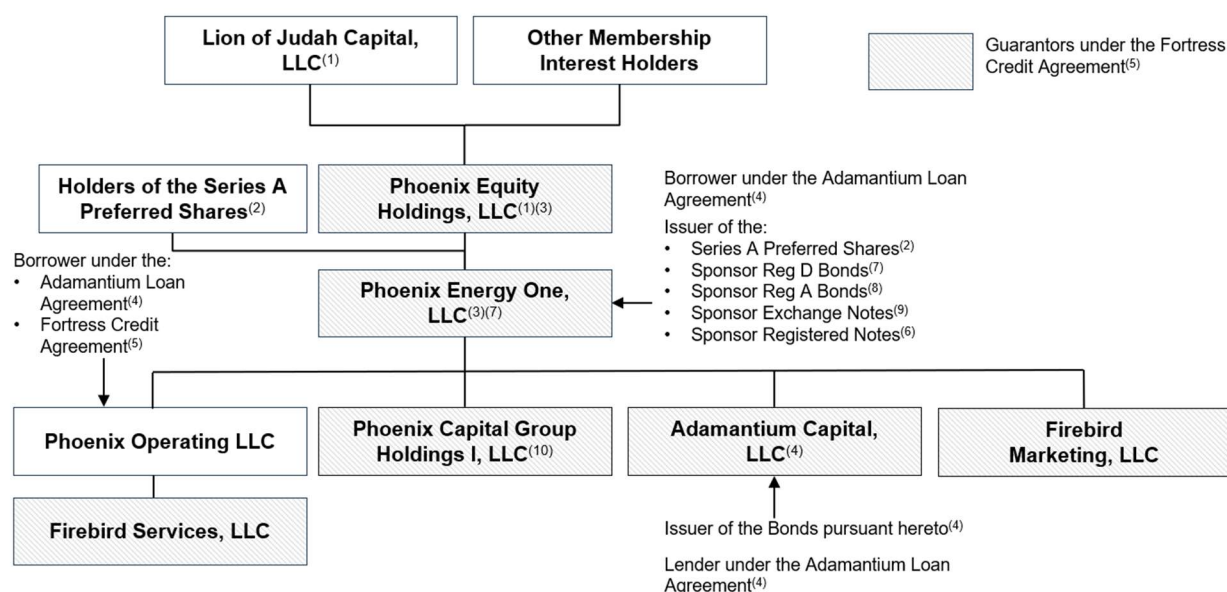
The Offering. All sales of the Bonds will be strictly limited to persons who (i) are “accredited investors,” as such term is defined in Rule 501 of Regulation D, and (ii) meet the requirements and make the representations set forth herein and in the subscription agreement in the form attached hereto as Exhibit B (the “**Subscription**”).

Agreement”). See “*Plan of Distribution—Who May Invest*” for further information regarding your eligibility to purchase Bonds. This offering will terminate on the earliest of: (i) the date we sell the Maximum Offering Amount; (ii) the second anniversary of the date of this Memorandum, as may be extended by up to one year by us by supplement hereto and as may be further extended by amending and restating this Memorandum; and (iii) such date upon which we determine to terminate the offering in our sole discretion.

We will conduct closings, the “*closing dates*,” and each, a “*closing date*” (each being the date on which such closing occurs), in this offering to be scheduled at our discretion until the offering termination. Once a subscription has been submitted and accepted by us, an investor will not have the right to request the return of its subscription payment prior to the applicable closing date, unless as provided under applicable state laws. It is expected that settlement will occur on the same day as each closing date. On each closing date, offering proceeds for that closing will be disbursed to us and Bonds will be issued to investors, or the “*Bondholders*.” If our Company is dissolved or liquidated after the acceptance of a subscription, the respective subscription payment will be returned to the subscriber. For the avoidance of doubt and notwithstanding anything contained herein to the contrary, regardless of the closing date or closing dates, all Bonds will have a maturity date of the 10th of the calendar month in the month after the settlement of such Bond occurs, and such Bond will accrue interest for the entire month in which the settlement occurs, without any offset or pro-rata calculation.

Company Structure

The following chart summarizes our Sponsor’s corporate structure and principal indebtedness, as of the date of this Memorandum. This chart is provided for illustrative purposes only and does not represent all legal entities affiliated with, or obligations of, our Sponsor’s and our Sponsor’s subsidiaries from time to time:



- (1) Our Sponsor is a manager-managed limited liability company. Phoenix Equity owns 100% of our Sponsor’s common equity interests and, other than under the limited circumstances described in the Third ARLICA in which holders of the Series A Preferred Shares have specific designation rights, has the right to appoint all members of our Sponsor’s board of directors. LJC controls Phoenix Equity and, therefore, indirectly has control over our Sponsor’s management. Daniel Ferrari and Charlene Ferrari each own 50% of the voting membership interests in, and are the managers of, LJC. Adam Ferrari, our Sponsor’s Chief Executive Officer and the son of Daniel and Charlene Ferrari, owns 100% of the economic interests in LJC, but has no voting or managerial interest in LJC. Adam Ferrari is also the manager of Phoenix Equity. See the section of our Sponsor’s 2025 Annual Report entitled “*Certain Relationships and Related-Party Transactions—Third Amended and Restated Limited Liability Company Agreement of Phoenix Energy One, LLC*.” Phoenix Equity was formed primarily to

provide an entity to pledge the equity interests of our Sponsor as collateral to secure the borrowings under the Fortress Credit Agreement. In connection with the consummation of that transaction, the equityholders in our Sponsor immediately prior to the consummation of the transaction exchanged their limited liability company interests in our Sponsor for limited liability company interests in Phoenix Equity. As a result, the beneficial ownership of Phoenix Equity immediately after the transaction substantially reflects the beneficial ownership of our Sponsor immediately prior to the transaction. Furthermore, following the formation of Phoenix Equity and the exchange of equity interests of our Sponsor for equity interests of Phoenix Equity, equity awards that had previously been granted or promised by our Sponsor and/or PhoenixOp were converted into equity awards granted by Phoenix Equity. See the sections of our Sponsor's 2025 Annual Report entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Indebtedness—Fortress Credit Agreement*" and "*Executive Compensation—Details of Our Compensation Program—Elements of Our Executive Compensation Program—Equity Compensation*."

- (2) For a description of the terms of the Sponsor's Series A Preferred Shares, see the section of our Sponsor's 2025 Annual Report entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Preferred Equity*."
- (3) See the sections of our Sponsor's 2025 Annual Report entitled "*Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters*" and "*Management*" for a description of our Sponsor's ownership structure and management.
- (4) See the section of this Memorandum entitled "*Risk Factors*" and the section of our Sponsor's 2025 Annual Report entitled "*Risk Factors*" for a discussion of the risks related to our Sponsor's capital structure and your investment in the Bonds. The terms of the Bonds do not prohibit the Sponsor or its subsidiaries from incurring additional indebtedness, which indebtedness may rank senior to the Bonds. Furthermore, the Bonds will not be guaranteed by any of the Sponsor's subsidiaries or affiliates or any other person. As a result, the Bonds will be structurally subordinated to claims of creditors (including trade creditors) and preferred stockholders (if any) of the Sponsor's subsidiaries. See "*Description of Bonds—Ranking*."
- (5) For a description of the terms of the Fortress Credit Agreement, see the section of our Sponsor's 2025 Annual Report entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Indebtedness—Fortress Credit Agreement*."
- (6) For a description of the terms of the Sponsor Registered Notes, see the section of our Sponsor's 2025 Annual Report entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Indebtedness—Registered Notes*."
- (7) For a description of the terms of the Sponsor Reg D Bonds, see the section of our Sponsor's 2025 Annual Report entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Indebtedness—Reg D/Reg A Bonds and Exchange Notes*."
- (8) For a description of the terms of the Sponsor Reg A Bonds, see the section of our Sponsor's 2025 Annual Report entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Indebtedness—Reg D/Reg A Bonds and Exchange Notes*."
- (9) For a description of the terms of the Sponsor Exchange Notes, see the section of our Sponsor's 2025 Annual Report entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Indebtedness—Reg D/Reg A Bonds and Exchange Notes*."
- (10) Our Sponsor's wholly owned subsidiary, Phoenix Capital Group Holdings I, LLC, previously filed an offering statement under Regulation A in connection with a potential offering of senior subordinated unsecured bonds in an amount not to exceed \$75 million annually in the aggregate, the proceeds of which would be loaned to our Sponsor pursuant to an agreement secured by junior mortgages on certain properties. As of the date of this Memorandum, our Sponsor does not intend to pursue this offering or the qualification of this offering statement.

SUMMARY OF OFFERING

Issuer	Adamantium Capital, LLC, a Delaware limited liability company, a wholly-owned financing subsidiary of Phoenix Energy One, LLC, our Sponsor.
Securities Offered	Aggregate Maximum Offering Amount of \$600,000,000 principal amount of Bonds. The Company reserves the right to increase the Maximum Offering Amount by \$200,000,000 for a total of \$800,000,000 in the Company's sole discretion by supplement to this Memorandum.
Minimum Purchase	The Minimum Purchase is \$2,000,000 for the Series E Bonds, Series E-1 Bonds, Series F Bonds, Series F-1 Bonds, Series G Bonds, Series G-1 Bonds, Series H Bonds and Series H-1 Bonds. The Minimum Purchase is \$3,000,000 for the Series I Bonds, Series I-1 Bonds, Series J Bonds, Series J-1 Bonds, Series K Bonds, Series K-1 Bonds, Series L Bonds and Series L-1 Bonds. The Minimum Purchase is \$4,000,000 for the Series M Bonds, Series M-1 Bonds, Series N Bonds, Series N-1 Bonds, Series O Bonds, Series O-1 Bonds, Series P Bonds and Series P-1 Bonds. The Company reserves the right to accept smaller purchase amounts in the Company's sole discretion and furthermore, we reserve the right, in our sole and absolute discretion, to allow Bondholders that are immediate family members to aggregate their principal amount of Bonds held to collectively meet the Minimum Purchase for any applicable series of Bonds.
Investor Suitability Requirements ...	You should purchase Bonds only if you have substantial financial means and you have no need for liquidity in your investment. The sale of Bonds in this offering is strictly limited to "accredited investors," as such term is defined in Rule 501 of Regulation D, and who meet certain minimum suitability and verification requirements. See " <i>Plan of Distribution—Who May Invest</i> " for more information.
Maturity Date	The Series E Bonds, Series E-1 Bonds, Series I Bonds, Series I-1 Bonds, Series M Bonds and Series M-1 Bonds will mature on the 10th of the calendar month on the fifth anniversary of the closing date. The Series F Bonds, Series F-1 Bonds, Series J Bonds, Series J-1 Bonds, Series N Bonds and Series N-1 Bonds will mature on the 10th of the calendar month on the seventh anniversary of the closing date. The Series G Bonds, Series G-1 Bonds, Series K Bonds, Series K-1 Bonds, Series O Bonds and Series O-1 Bonds will mature on the 10th of the calendar month on the ninth anniversary of the closing date. The Series H Bonds, Series H-1 Bonds, Series L Bonds, Series L-1 Bonds, Series P Bonds and Series P-1 Bonds will mature on the 10th of the calendar month on the eleventh anniversary of the closing date. For the avoidance of doubt and notwithstanding anything contained herein to the contrary, all Bonds will have a maturity date of the 10th of the calendar month in the month in which the settlement of such Bond occurs, and such Bond will accrue interest for the entire month in which the settlement occurs, without any offset or pro-rata calculation. The Company may elect to extend the maturity date of all or any portion of the Bonds, including all or any portion

of any series, for up to two additional one-year periods in the Company's sole discretion.

Interest Rate..... Series E Bonds and Series E-1 Bonds: 13.0% per year.

Series I Bonds and Series I-1 Bonds: 13.5% per year.

Series F Bonds, Series F-1 Bonds, Series M Bonds, and Series M-1 Bonds: 14.0% per year.

Series G Bonds, Series G-1 Bonds, Series J Bonds and Series J-1 Bonds: 14.5% per year.

Series H Bonds, Series H-1 Bonds, Series K Bonds, Series K-1 Bonds, Series N Bonds and Series N-1 Bonds: 15.0% per year.

Series L Bonds, Series L-1 Bonds, Series O Bonds and Series O-1 Bonds: 15.5% per year.

Series P Bonds and Series P-1 Bonds: 16.0% per year.

Interest Payments The Series E Bonds, Series F Bonds, Series G Bonds, Series H Bonds, Series I Bonds, Series J Bonds, Series K Bonds, Series L Bonds, Series M Bonds, Series N Bonds, Series O Bonds and Series P Bonds (such Bonds, "**Cash Interest Bonds**") will accrue simple interest, and interest payments will be paid monthly, in arrears, on the tenth day of each month for the prior calendar month. The Series E-1 Bonds, Series F-1 Bonds, Series G-1 Bonds, Series H-1 Bonds, Series I-1 Bonds, Series J-1 Bonds, Series K-1 Bonds, Series L-1 Bonds, Series M-1 Bonds, Series N-1 Bonds, Series O-1 Bonds and Series P-1 Bonds (such Bonds, "**Compound Interest Bonds**") will accrue interest compounded monthly on the tenth day of each month for the prior calendar month, and no interest payments will be payable prior to the maturity date of the respective Compound Interest Bond. Interest for both the Cash Interest Bonds and the Compound Interest Bonds will accrue on the basis of a 360-day year consisting of twelve 30-day months. Upon maturity of each respective Bond, the Company will pay the principal plus all then-accrued and outstanding interest. For the avoidance of doubt and notwithstanding anything contained herein to the contrary, all Bonds will have a maturity date of the 10th of the calendar month in the month after the settlement of such Bond

Offering Price..... \$1,000 per Bond.

Ranking The Bonds will be the Company's subordinated, unsecured obligations and will:

- rank contractually senior in right of payment to all of the Company's existing and future indebtedness that is contractually subordinated to the Bonds;
- without giving effect to collateral arrangements, rank equally in right of payment with our other unsecured indebtedness that we have not expressly agreed is senior to the Bonds, including the Company's previously issued Series A through Series D-1 Bonds offered pursuant to its offering under Rule 506(c) of Regulation D that commenced in September 2023 with maturity dates ranging from five to eleven years of the issue date and interest rates ranging from 13-16% and the Bonds (Series E through Series P-1 Bonds) offered

pursuant to this offering under Rule 506(c) of Regulation D that commenced in February 2024 with maturity dates ranging from five to eleven years of the issue date and interest rates ranging from 13-16% (the “**Existing Adamantium Bonds**”), which as of March 31, 2026, totals \$278 million;

- be contractually subordinated to any other indebtedness that the Company expressly agrees is senior to the Bonds (which does not require Bondholder consent), including the Adamantium Secured Note (as defined below);
- be effectively subordinated to any of the Company’s current or future secured indebtedness, to the extent of the value of the assets securing that indebtedness; and
- be structurally subordinated to all of the existing and future liabilities (including trade payables) and preferred equity of each of the Company’s subsidiaries, if any.
- The Bonds will rank structurally senior, to certain of our Sponsor’s unsecured indebtedness, including: (i) (A) our Sponsor’s unsecured bonds offered and sold pursuant to an offering under Regulation A that commenced in December 2021 and terminated in December 2024 (the “**Sponsor Reg A Bonds**”) and (B) unsecured exchange notes issued to holders of Sponsor Reg A Bonds in an offering exempt from registration under Section 3(a)(9) and/or 4(a)(2) of the Act (the “**Sponsor Exchange Notes**”); (ii) unsecured bonds offered and sold pursuant to an offering under Rule 506(b) of Regulation D that commenced in July 2020 and was terminated in September 2020 with maturity dates ranging from one to four years and interest rates ranging from 6.5% to 15% (the “**2020 506(b) Bonds**”); (iii) unsecured bonds offered and sold pursuant to an offering under Rule 506(c) of Regulation D that commenced on October 22, 2020 and terminated in December 2021 with maturity dates ranging from one year to four years and annual interest from 6.5% to 15% (the “**2020 506(c) Bonds**”); (iv) unsecured bonds offered and sold pursuant to an offering under Rule 506(c) of Regulation D that commenced in July 2022 and terminated in December 2022 with five year maturity and annual interest of 11% (the “**11% 2022 506(c) Bonds**”); (v) unsecured bonds offered and sold pursuant to Rule 506(c) that commenced on July 22, 2022 and terminated in December 2022 with a nine month maturity and interest rates of 8% or 9% (together with the Sponsor Reg A Bonds, the Sponsor Exchange Notes, 2020 506(b) Bonds, the 2020 506(c) Bonds and the 11% 2022 506(c) Bonds, the “**Sponsor Pari Passu Obligations**”).
- The Bonds also will rank structurally senior to our Sponsor’s Series AAA through Series D-1 Bonds offered pursuant to an offering under Rule 506(c) of Regulation D that commenced in December 2022 and terminated in August 2023 with maturity dates from nine months to seven years with interest rates from 8% to 12% (the “**Sponsor December 2022 Subordinated Reg D Bonds**”).
- The Bonds also rank structurally senior to the Series U through Series Z-1 Bonds offered pursuant to an offering under Rule 506(c) of Regulation D that commenced in August 2023 with maturity dates

from one to eleven years with interest rates from 9% to 13% (together with the Sponsor December 2022 Subordinated Reg D Bonds, the “**Sponsor Subordinated Reg D Bonds**”).

- The Bonds also will rank structurally senior to certain of our Sponsor’s other unsecured indebtedness, consisting of unsecured notes offered and sold by our Sponsor on a continuous basis pursuant to its registration statement on Form S-1 (File No. 333-282862), including the related prospectus (the “**Sponsor Registered Notes**”).

Outstanding Indebtedness.....As of March 31, 2026, we had approximately \$278 million of Existing Adamantium Bonds outstanding, with maturity dates ranging from five to eleven years from the issue date and interest rates ranging from 13.0% to 16.0% *per annum*, and \$9.3 million aggregate principal amount was outstanding under the Adamantium Secured Note, which initially matures in November 2031, has an interest rate of 16.5% *per annum*, and is secured by our rights under the Adamantium Loan Agreement.

As of March 31, 2026, after giving effect to the borrowing of an additional \$75.0 million under the Fortress Credit Agreement in February 2026, our Sponsor had \$1.7 billion of indebtedness outstanding, consisting of (i) \$525.0 million aggregate principal amount outstanding under that certain Amended and Restated Senior Secured Credit Agreement, dated as of August 12, 2024 (as amended by that certain Limited Waiver and Amendment No. 1 to Amended and Restated Senior Secured Credit Agreement, dated as of October 25, 2024, that certain Limited Waiver and Amendment No. 2 to Amended and Restated Senior Secured Credit Agreement, dated as of November 1, 2024, that certain Limited Waiver and Amendment No. 3 to Amended and Restated Senior Secured Credit Agreement, dated as of December 18, 2024, that certain Limited Waiver and Amendment No. 4 to Amended and Restated Senior Secured Credit Agreement, dated as of April 16, 2025, that certain Limited Waiver and Amendment No. 5 to Amended and Restated Senior Secured Credit Agreement, dated as of June 26, 2025, that certain Limited Waiver and Amendment No. 6 to Amended and Restated Senior Secured Credit Agreement, dated as of August 1, 2025, that certain Amendment No. 7 to Amended and Restated Senior Secured Credit Agreement, dated as of October 27, 2025, that certain Amendment No. 8 to Amended and Restated Senior Secured Credit Agreement, dated as of February 12, 2026, and as the same may be amended and supplemented from time to time, the “**Fortress Credit Agreement**”), with PhoenixOp, as borrower, each of the lenders from time to time party thereto, and Fortress Credit Corp. (“**Fortress**”), as administrative agent for the lenders, which consists of a \$100.0 million term loan, borrowed in full on August 12, 2024; a \$35.0 million delayed draw term loan facility, borrowed in full on October 11, 2024; a \$115.0 million term loan, borrowed in full on December 18, 2024; a \$25.0 million term loan, borrowed in full on April 16, 2025; a \$25.0 million delayed draw term loan, borrowed in full on May 9, 2025; a \$100 million term loan borrowed in full on August 1, 2025; a \$50.0 million term loan borrowed in full on October 27, 2025; a \$75.0 million term loan borrowed in full on February 12, 2026; and a \$225.0 million delayed draw term loan facility, that is uncommitted and undrawn as of the date hereof, each of which is secured by a senior security interest in all of the assets of Phoenix Equity and its subsidiaries, and (ii) (A) \$278 million aggregate principal amount outstanding under the Adamantium Loan Agreement, which provides for up to \$609.3 million in aggregate principal amount of borrowings in one or more advances and is secured by mortgages on certain of our Sponsor’s properties, which mortgages are junior to the security interest of the

Fortress Credit Agreement and other existing and future senior secured indebtedness, and (B) without duplication, \$9.3 million aggregate principal amount outstanding under the Adamantium Secured Note, which initially matures in November 2031, has an interest rate of 16.5% *per annum*, and is secured by our rights under the Adamantium Loan Agreement (as the same may be amended and supplemented from time to time, the “**Adamantium Secured Note**”, and together with the Adamantium Bonds, the “**Adamantium Securities**”). Borrowings under the Adamantium Loan Agreement correspond to the \$9.3 million issued under the Adamantium Secured Note and receipt by the Company of proceeds from any Bonds issued hereunder.

As of March 31, 2026, our Sponsor had \$856.2 million aggregate principal amount outstanding of ***Sponsor Pari Passu Obligations, Sponsor Subordinated Reg D Bonds, Sponsor Registered Notes and Sponsor Exchange Notes.***

In June 2025, our Sponsor filed a preliminary offering circular (File No. 024-12634) with the SEC to offer up to 3,750,000 shares of our Sponsor’s 10.00% Series A Cumulative Redeemable Preferred Shares, representing limited liability company interests (the “**Preferred Shares**”). Our Sponsor offered the Preferred Shares at an offering price of \$20.00 per Preferred Share for a maximum offering amount of \$75,000,000. There was a minimum initial investment amount per investor of \$1,000.00 for the Preferred Shares and any additional purchases must be made in increments of at least \$20.00. Our Sponsor has applied to list the Preferred Shares on the NYSE American LLC (“**NYSE American**”) under the symbol “PHXE.P.” The Preferred Shares were listed on NYSE American following NYSE American’s certification of our Sponsor’s Form 8-A filed with the following of the qualification of our Sponsor’s offering circular. In September 2025, the Sponsor completed its offering of Preferred Shares, and such shares were listed on the NYSE American under the ticker symbol PHXE.P and commenced trading on September 30, 2025. The Sponsor sold an aggregate of 2,704,023 Preferred Shares at closing, which represented \$67.6 million in initial liquidation preference at a public offering price of \$20.00 per share for gross proceeds of \$54.1 million. Offering costs of \$6.2 million were recorded as a reduction of the gross proceeds. The Bonds also rank structurally senior to the Preferred Shares.

The terms of the Bonds do not prohibit the Company from issuing more debt securities or incurring any other indebtedness, and any such issuance or incurrence may rank senior to the Bonds.

See “*Risk Factors - Risks Related to the Bonds and to this Offering*” for more information.

Securities Laws Matters and

Restrictions on Transferability..... The Bonds offered under this Memorandum have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction. The Bonds are subject to restrictions on transferability and may not be transferred except as permitted by the Securities Act and applicable state or other jurisdictions securities laws pursuant to registration or exemption therefrom. Before selling or transferring a Bond, an investor must obtain the written consent of the Company and comply with applicable requirements of federal and state securities laws and regulations, including the financial suitability requirements of such laws and regulations. There is no public market for these securities and there is no assurance that a public market for these securities will develop in the foreseeable future or at all. Bondholders cannot

expect to be able to liquidate their investment in case of an emergency. Bondholders may find it difficult or impossible to dispose of any of these securities and must be prepared to retain them for an indefinite period of time.

In addition, the Company does not intend to be registered as an investment company under the Investment Company Act, nor does the Company's manager (the "**Manager**") plan to register as an investment advisor under the Investment Advisers Act of 1940, as amended (the "**Investment Advisers Act**").

Optional Redemption The Bonds will be redeemable at our option, in whole or in part, at any time and from time to time, at a redemption price equal to the principal amount of such Bonds, plus any accrued and unpaid interest, if any, to, but excluding, the date of the redemption. For the specific terms of the Optional Redemption, please see "*Description of Bonds—Optional Redemption*" for more information.

Mandatory Redemption A Bondholder may require us, at any time and from time to time prior to maturity, to redeem its Bonds at a price equal to 95% of the aggregate principal amount of such Bonds plus accrued and unpaid interest to, but excluding, the date of redemption, subject to certain exceptions and further subject to an annual cap of 10.0% of the aggregate principal amount of the Bonds issued and outstanding as of the first day of the calendar quarter in which such request is made (the "**10% Limit**"). We may not, however, be able to pay you the required price for Bonds you present to us at the time of a mandatory redemption because:

- we may not have enough funds at that time; or
- the terms of our indebtedness may prevent us from making such payment.

Redemption requests for the Bonds will be processed in the order they are received by the Company without regard to date of issuance, maturity date, interest payment method, or interest rates of the Bonds for which redemption has been requested. See "*Risk Factors—Risks Related to the Bonds and to this Offering—The Company may prepay some or all of the Bonds in its sole discretion; however, no Bondholder has the right to require the Company to redeem some or all of the Bonds at the request of the Bondholder.*"

We will not otherwise be required to make any mandatory redemption or sinking fund payments with respect to the Bonds. We will also not be required to offer to purchase any Bonds with the proceeds of asset sales, in the event of a change of control, or otherwise. See "*Risk Factors—Risks Related to the Bonds and to this Offering*" and "*Description of Bonds—Mandatory Redemption; Repurchase at the Option of the Holders.*"

Redemption on Death or Disability.... Upon the death or total permanent disability (as defined herein) of a Bondholder who is a natural person, the estate of such Bondholder, such Bondholder, or legal representative of such Bondholder may request that we repurchase, in whole but not in part, the Bonds held by such Bondholder by delivering to the Company a redemption request in conformity with the notice provisions of the Indenture or such other form of notice acceptable to the

Company. Any such redemption request must include the facts supporting the right to be redeemed and include evidence thereof. Upon receipt of a redemption request, we will determine whether to approve the request, and acceptance of such redemption request shall be at our sole discretion, regardless of reason. If the request is approved, we will then designate a date for the redemption of such Bonds, notify the trustee, and pay out the Bond upon the surrender of the Bond to the trustee. No interest shall accrue on a Bond to be redeemed for any period of time on or after the redemption date for such Bond, provided that the Company has timely tendered the redemption price. See “*Description of Bonds—Redemption Upon Death or Disability*” for more information.

- Conversion**..... Subject to the Sponsor’s sole discretion, a Bondholder may request that the Company redeem all or a portion of such Bondholder’s outstanding Bonds prior to maturity and reinvest the proceeds into new Bonds with a longer maturity offered pursuant to this Memorandum or into other debt securities offered by our Sponsor or its subsidiaries (such redemption and reinvestment, a “**Conversion**”). In connection with a Conversion, the Company will waive the 5% redemption penalty that would otherwise apply, provided that the Bondholder agrees to reinvest the full redemption proceeds. The principal amount and accrued interest, if any, on the Bonds being redeemed will be applied toward the purchase price of the new Bonds or other securities of the Sponsor being purchased by the Bondholder. There is no obligation on the part of the Company to accept any Conversion request, and the availability of Conversions may be suspended or terminated at any time. See “*Description of Bonds—Conversion*” for more information.
- Default** The Form of Bond governing the Bonds, attached hereto as Exhibit D, contains events of default, the occurrence of which may result in the acceleration of the obligations under the Bonds in certain circumstances. Events of default will be subject to our right to cure within a certain number of days of such event of default. See “*Description of Bonds—Events of Default*” for more information.
- Form** Bonds will be registered in book-entry form on the books and records of the Company. See “*Plan of Distribution—Book-Entry, Delivery and Form*” for more information.
- Denominations** The Company will issue the Bonds only in denominations of \$1,000.
- Payment of Principal and Interest** ... Principal and interest on the Bonds will be payable in U.S. dollars.
- Future Issuances** The Company may, from time to time, without notice to or consent of the Bondholders, increase the aggregate principal amount of any series of the Bonds outstanding by issuing additional bonds in the future with the same terms of such series of Bonds, except for the issue date and offering price, and such additional bonds shall be consolidated with the applicable series of Bonds and form a single series. No consent of the Bondholders is required under the Bonds for the issuance of additional series of Bonds, including such additional series which may have payment priority superior to current Bonds.
- Registrar and Paying Agent**..... The Company is the registrar and designated paying agent with respect to the Bonds, and as such, will make payments on the Bonds. The Bonds will be issued in book-entry form only, evidenced by global certificates.
- Governing Law** The Form of Bond is, and the Bonds will be, governed by the laws of the State of Delaware.

Material Tax Considerations You should consult your tax advisors concerning the U.S. federal income tax consequences of owning the Bonds in light of your own specific situation, as well as consequences arising under the laws of any other taxing jurisdiction.

Risk Factors An investment in the Bonds involves certain risks, including risks associated with our business, operating results, and financial condition. You should carefully consider the risks above, as well as the other risks described under “Risk Factors” beginning on page 16 of this Memorandum as well as the sections of our Sponsor’s 2025 Annual Report entitled “*Risk Factors*” and “*Cautionary Statement Regarding Forward-Looking Statements*” below for an explanation of these risks before making an investment decision.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This Memorandum contains certain forward-looking statements that are subject to various risks and uncertainties. Forward-looking statements are generally identifiable by use of forward-looking terminology such as “may,” “will,” “should,” “potential,” “intend,” “expect,” “outlook,” “seek,” “anticipate,” “estimate,” “approximately,” “believe,” “could,” “project,” “predict,” “guidance,” “outlook,” “target,” “plan,” “would,” “continue,” “assume,” or other similar words or expressions. Forward-looking statements are based on our beliefs, assumptions, and expectations, taking into account currently known market conditions and other factors. Our ability to predict results or the actual effect of future events, actions, plans, or strategies is inherently uncertain and involves certain risks and uncertainties, many of which are beyond our control. Our actual results and performance could differ materially from those set forth or anticipated in our forward-looking statements. Factors that could cause our actual results to differ materially from the expectations we describe in our forward-looking statements include, but are not limited to, the factors listed below and in the section of this Memorandum entitled “*Risk Factors*.”

When considering forward-looking statements, you should keep in mind the risk factors and other cautionary statements in this Memorandum. You are cautioned that the forward-looking statements contained in this Memorandum are not guarantees of future performance, and we cannot assure you that such statements will be realized or that the forward-looking events and circumstances will occur. All forward-looking statements in this Memorandum are made only as of the date of this Memorandum, based on information available to us as of the date of this Memorandum, and we caution you not to place undue reliance on forward-looking statements in light of the risks and uncertainties associated with them.

The matters summarized below and elsewhere in this Memorandum could cause our and our Sponsor’s actual results and performance to differ materially from those set forth or anticipated in forward-looking statements:

- changes in the markets in which we and our Sponsor compete;
- increasing costs of capital expenditures to acquire and develop properties;
- the continued success of our Sponsor’s third-party operators;
- delays in development of and higher capital expenditures in our Sponsor’s estimated proved and probable undeveloped reserves;
- developments in governmental regulations;
- deviations between the current market value of estimated proved reserves and the present value of future net revenues from our Sponsor’s proved reserves;
- changes in current or future commodity prices;
- the fact that reserve estimates depend on many assumptions that may turn out to be inaccurate and that any material inaccuracies in reserve estimates or underlying assumptions will materially affect the quantities and present value of our Sponsor’s reserves;
- our Sponsor’s ability to replace reserves;
- cybersecurity attacks;
- the development of our Sponsor’s software and its ability to continue identifying productive assets;
- our and our Sponsor’s current or future levels of indebtedness;
- repayment of our and our Sponsor’s current or future indebtedness;
- current and future litigation or other regulatory, administrative, or other legal proceedings;

- the restatement of our and our Sponsor's financial statements; and
- the other factors set forth in the section entitled "*Risk Factors*."

Accordingly, we cannot guarantee future results or performance. Furthermore, except as required by law, we are under no duty to, and we do not intend to, update any of our forward-looking statements after the date of this Memorandum, whether as a result of new information, future events or otherwise.

RISK FACTORS

Investing in the Bonds involves significant risks. Before making an investment decision, you should carefully consider the specific risk factors set forth below, as well as in our Sponsor's 2025 Annual Report, together with the other information included elsewhere in this Memorandum or incorporated by reference into this Memorandum. If any of the risks discussed in this Memorandum or our Sponsor's 2025 Annual Report occur, our business, prospects, liquidity, financial condition, and results of operations could be materially impaired, in which case we may be unable to pay the principal of, and interest on, the Bonds, and you could lose all or part of your investment. Some statements in this Memorandum and in our Sponsor's 2025 Annual Report, including statements in the following risk factors and the risk factors contained in our Sponsor's 2025 Annual Report, constitute forward-looking statements. See "Cautionary Statement Regarding Forward-Looking Statements."

Risks Related to the Bonds and to this Offering

We may not have sufficient available cash to pay any interest or principal on the Bonds and our significant level of indebtedness and liabilities could limit cash flow available for our operations, expose us to risks that could adversely affect our business, financial condition and results of operations and impair our ability to satisfy our obligations under the Bonds.

We may not have or generate sufficient available cash to pay any interest or principal on the Bonds. The amount of cash available to us to make payment on the Bonds will depend principally on the cash that our Sponsor generates from operations, which will depend on, among other factors, the amount of oil and gas our Sponsor or the third-party operators at our Sponsor's properties can produce, the prices at which our Sponsor or the third-party operators are able to sell oil and gas, the level of our Sponsor's capital expenditures and operating costs; and the level of our and our Sponsor's interest expense, which will depend on the amount of our and our Sponsor's outstanding indebtedness and the applicable interest rate.

Furthermore, we and our Sponsor have and will continue to have a significant amount of indebtedness and liabilities following this offering. We may and our Sponsor may also incur additional indebtedness to meet future financing needs. Our indebtedness and our Sponsor's indebtedness could have significant negative consequences for our and our Sponsor's business, results of operations and financial condition, including increasing our and our Sponsor's vulnerability to adverse economic and industry conditions, limiting our and our Sponsor's ability to obtain additional financing, requiring the dedication of a substantial portion of cash flow from our Sponsor's operations to service our indebtedness, thereby reducing the amount of cash flow available for other purposes, limiting our and our Sponsor's flexibility in planning for, or reacting to, changes in our business, and placing us at a possible competitive disadvantage with less leveraged competitors and competitors that may have better access to capital resources.

We cannot assure you that we or our Sponsor will continue to maintain sufficient cash reserves or that our and our Sponsor's business will generate cash flow from operations at levels sufficient to permit us to pay principal and interest on the Bonds, or that our cash needs will not increase. If we or our Sponsor are unable to generate sufficient cash flow or otherwise obtain funds necessary to make required payments, or if we fail to comply with the various requirements of the Bonds, or any other indebtedness then outstanding, we may default, which would permit the holders of the affected indebtedness to accelerate the maturity of such indebtedness and could cause defaults under any other indebtedness. Any default under the Bonds or any other indebtedness could have a material adverse effect on our business, results of operations and financial condition.

We may engage in a variety of transactions that may impair our ability to pay interest and principal on the Bonds.

In addition to the existing debts described above, we may engage in activities, such as issuing additional debt that may rank senior or *pari passu* with the Bonds, which may hinder our ability to pay our bond service obligations. In addition, other than the limited covenants contained in the Form of Bond and discussed in this Memorandum, we are not subject to additional restrictions on our activities.

Bonds with longer terms may be subject to higher risk as a result.

We are offering Bonds with maturities ranging from five to eleven years and we are offering Bonds with the option to have interest compound and be paid at maturity rather be paid monthly in cash. A Bond with a longer term

will be subject to and affected by the potential risks to the Company's operations for a longer period of time than a shorter-term Bond would. As a result, there will be a greater chance of an adverse event occurring with regard to the Company during the term of a longer-termed Bond. Risks that may be increased by the passage of time may include:

- our ability to attract and retain key personnel;
- changing regulations and legislation that affect our business;
- short and long-term fluctuations in oil prices;
- costs and expenses associated with extraction on our properties; and
- the potential for a change of control or other significant transaction.

Such risks and others discussed herein, particularly under "*Risk Factors—Risks Related to Our Business and Our Industry*," become more likely to occur the longer that an investment in our Bonds is outstanding. For example, the risk is greater relative to the Series H Bonds than it is relative to the Series E Bonds that other companies in our industry, including those with greater resources than us, are able to outcompete us in the deployment of capital, during the term of the Series H Bonds, making it more difficult for us to earn the returns on our investments necessary to service our longer-termed indebtedness.

Additionally, a significant proportion of our Sponsor's outstanding indebtedness may mature and be payable prior to the maturity of the advances made under the Adamantium Loan Agreement and the Bonds, and the repayment thereof may reduce the assets available for our Sponsor to repay advances under the Adamantium Loan Agreement and subsequently our ability to pay amounts due with respect to the Bonds. In addition, neither we nor our Sponsor or any of our or its subsidiaries will be prohibited from incurring additional indebtedness that matures prior to any series of Bonds offered hereby or the Adamantium Loan Agreement, which incurrence could increase the chance that there may be insufficient assets to make payments on Bonds.

Furthermore, Bondholders will have no right to require us to redeem their Bonds, and we may redeem Bonds at any time at par. As such, Bondholders with longer-termed bonds will be subject to increased risks that both (1) their capital is tied up for an extended period during which they may be able to put such capital to better use and (2) we may redeem their Bonds at a time when they are unable to reinvest the capital in a way that yields a return equal to or greater than their expected return under the longer-termed Bonds offered hereby.

The Bonds are not obligations of our subsidiaries and will be effectively subordinated to any future obligations of our Company's subsidiaries, if any. Structural subordination increases the risk that we will be unable to meet our obligations on the Bonds.

The Bonds are our obligations exclusively and not of any of our subsidiaries. We do not currently have any subsidiaries, but we are not precluded from acquiring or forming subsidiaries. If acquired or formed, our Company's subsidiaries are not expected to be guarantors of the Bonds and the Bonds are not required to be guaranteed by any subsidiaries our Company may acquire or form in the future. The Bonds are effectively subordinated to all of the liabilities of our Company's subsidiaries, to the extent of their assets, because they are separate and distinct legal entities with no obligation to pay any amounts due under our Company's indebtedness, including the Bonds, or to make any funds available to make payments on the Bonds. Our Company's right to receive any assets of any subsidiary in the event of a bankruptcy or liquidation of the subsidiary, and therefore the right of our Company's creditors to participate in those assets, will be effectively subordinated to the claims of that subsidiary's creditors, including trade creditors, in each case to the extent that our Company is not recognized as a creditor of such subsidiary. In addition, even where our Company is recognized as a creditor of a subsidiary, our Company's rights as a creditor with respect to certain amounts are subordinated to other indebtedness of that subsidiary, including secured indebtedness to the extent of the assets securing such indebtedness.

The Company and our Sponsor are subject to regular and balloon payments of principal and interest which may adversely impact our Sponsor's ability to repay amounts advanced under the Adamantium Loan Agreement and ultimately our ability to service our debt and other Company obligations.

The Company and our Sponsor are obligated to service multiple series of Bonds with various payment schedules, maturity dates and interest rates. As a result, payments by the Company toward a certain series of Bonds reduces cashflow available to a different series of Bonds, which may increase the Company's risk of default or

business failure. In particular, the longer-termed Bonds offered hereby will pay higher interest rates than the shorter-termed Bonds offered hereby, ranging from 16.0% per annum for the Series P and Series P-1 Bonds, which have 11-year terms, to 13.0% per annum for the Series E and Series E-1 Bonds, which have only five-year terms. For investments in Bonds that pay simple interest to the Bondholder monthly through cash distributions (such as the Series E Bonds), longer-termed Bonds require regular payment of significantly more cash interest to Bondholders than shorter-termed Bonds, which cash could be used in the development of our Sponsor's business. For Bonds that earn interest compounded monthly from the date of issuance and do not pay monthly cash distributions (such as the Series E-1 Bonds), higher interest rates and more time to compound may result in significantly higher balloon payments at maturity compared to shorter-term Bonds, which may make it more difficult for us to repay such Bonds. Although the Company and our Sponsor intend to carefully assess the Company's capital structure to ensure that debt maturities and terms are properly managed, there can be no assurance we will be able to do so, and any such failure could have a material adverse effect on our ability to make payments on the Bonds.

Amounts outstanding under the Fortress Credit Agreement will be senior to our payment obligations under the Bonds if our Sponsor is in default under the Fortress Credit Agreement because Fortress has a security interest in all of our assets.

The Bonds will be junior to our Sponsor's \$525.0 million aggregate principal amount outstanding under the Fortress Credit Agreement (and up to an additional \$225.0 million for the delayed draw term loan) if our Sponsor is in default under the Fortress Credit Agreement. The Fortress Credit Agreement consists of a \$100.0 million term loan, borrowed in full on August 12, 2024; a \$35.0 million delayed draw term loan facility, borrowed in full on October 11, 2024; a \$115.0 million term loan, borrowed in full on December 18, 2024; a \$25.0 million term loan, borrowed in full on April 16, 2025; a \$25.0 million delayed draw term loan, borrowed in full on May 9, 2025; a \$100 million term loan borrowed in full on August 1, 2025; a \$50 million term loan borrowed in full on October 27, 2025; a \$75 million term loan borrowed in full on February 12, 2026; and a \$225.0 million delayed draw term loan facility, that is uncommitted and undrawn, each of which is secured by a senior security interest in all of the assets of our Sponsor and its subsidiaries, including us. In addition, we are a guarantor under the Fortress Credit Agreement pursuant to a commercial guaranty and may be required to pay the indebtedness of our Sponsor to Fortress if our Sponsor defaults under the Fortress Credit Agreement. In such event, we will likely be unable to satisfy all of our payment obligations under the Bonds.

We anticipate that we will be required by Fortress to expressly subordinate amounts under the Adamantium Loan Agreement to the Fortress Credit Agreement.

While such subordination is expected generally to permit repayments of advances under the Adamantium Loan Agreement in accordance with their terms and the payment of interest thereon, it is also expected that any subordination in favor of Fortress will require our Sponsor to stop all payments to us in the event of a default under the Fortress Credit Agreement until such default is cured. If the foregoing were to occur, we would be unable to make interest and principal payments on the Bonds until such time as the default is cured, because payments from the Sponsor under the Adamantium Loan Agreement will be our sole source of cash flow.

Bondholders must rely on the Company as registrar and paying agent under the Bonds.

The Company will not be required to redeem the Bonds at the request of any Bondholder; however, the Company may be permitted to prepay some or all of the Bonds in its sole discretion. The Bonds do not contain provisions allowing the Bondholders to require the Company to redeem the Bonds. While we have adopted a redemption policy, any such redemptions are entirely discretionary on the part of the Company and carry penalties. Consequently, opportunities for Bondholders to gain liquidity are very limited and uncertain.

The Company may prepay some or all of the Bonds in its sole discretion; however, no Bondholder has the right to require the Company to redeem some or all of the Bonds at the request of the Bondholder.

The Company will not be required to redeem the Bonds at the request of any Bondholder; however, the Company may be permitted to prepay some or all of the Bonds in its sole discretion. The Bonds do not contain provisions allowing the Bondholders to require the Company to redeem the Bonds. Bondholders may request redemption pursuant to our redemption policy; however, any such redemption granted will be at a redemption price of \$950 (plus accrued but unpaid interest) per Bond redeemed. In addition, any redemption made pursuant to our

redemption policy is subject to our sole discretion and we may terminate, suspend or alter our redemption policy at any time. Consequently, opportunities for Bondholders to gain liquidity will be further circumscribed even in circumstances where a Bondholder may receive a higher interest rate by redeeming all or part of his or her Bonds and purchasing different securities.

Our Sponsor's substantial indebtedness could adversely affect its financial condition and prevent it from fulfilling its obligations with respect advances under the Adamantium Loan Agreement.

Our Sponsor has a significant amount of indebtedness. Our Sponsor may not generate sufficient cash flow from operations, or have future borrowings available under credit facilities or other sources of financing, to enable our Sponsor to repay its indebtedness, including advances under the Adamantium Loan Agreement, or to fund its other liquidity needs. As of March 31, 2026, after giving effect to the borrowing of an additional \$75.0 million under the Fortress Credit Agreement in February 2026, our Sponsor had approximately \$1,640.3 million of indebtedness outstanding, which comprised \$525.0 million outstanding under the Fortress Credit Agreement, \$278 million outstanding under the Adamantium Loan Agreement (and corresponding amount of Adamantium Securities), \$710.7 million of Reg D Bonds outstanding, \$50.2 million of Reg A Bonds outstanding, \$31.0 million of Sponsor Exchange Notes outstanding, and \$34.7 million of Sponsor Registered Notes outstanding. Furthermore, the Fortress Credit Agreement provides for a \$15.0 million tranche of loans that represents a contingent principal obligation that is only due and payable (together with accrued interest thereon) upon certain conditions occurring, including payment defaults under the Fortress Credit Agreement or a bankruptcy filing by the obligors thereunder. Specifically, our Sponsor's high level of indebtedness could make it more difficult for our Sponsor to satisfy its obligations with respect to advances under the Adamantium Loan Agreement and its other indebtedness, and if our Sponsor fails to comply with such requirements, an event of default could result. Additionally, our Sponsor's high level of indebtedness could have a material adverse effect on our business, results of operations, and financial condition which may adversely affect the Company.

Despite our Sponsor's current level of indebtedness, our Sponsor will still be able to incur substantially more debt. This could further exacerbate the risks to our Sponsor's financial condition and ability to repay advances under the Adamantium Loan Agreement described above.

Our Sponsor may incur significant additional indebtedness in the future. Although the Fortress Credit Agreement contains, and the terms of future indebtedness our Sponsor incurs may contain, restrictions on the incurrence of additional indebtedness, these restrictions are subject to a number of qualifications and exceptions, and the additional indebtedness incurred in compliance with these restrictions could be substantial. If our Sponsor incurs any additional senior indebtedness, the holders of that indebtedness will be entitled to repayment in full from any proceeds distributed in connection with any insolvency, liquidation, reorganization, dissolution, or other winding up of our company prior to any payment to holders of Bonds. If our Sponsor incurs any additional indebtedness that ranks equally with the Bonds, subject to collateral arrangements, the holders of that indebtedness will be entitled to share ratably with you in any proceeds distributed in connection with any insolvency, liquidation, reorganization, dissolution, or other winding up of our company. In either case, this could reduce the amount of proceeds paid to you. These restrictions also will not prevent our Sponsor from incurring obligations that do not constitute indebtedness. If new indebtedness or other obligations are added to our Sponsor's current indebtedness levels, the related risks that we now face would increase.

We granted a security interest in our assets in favor of Fortress to collateralize the Fortress Credit Agreement.

Obligations under the Fortress Credit Agreement are secured by substantially all of the assets of Phoenix Equity and its subsidiaries that have guaranteed the obligations of the obligors under the Fortress Credit Agreement, including us, subject to certain exceptions (our Sponsor, PhoenixOp, and such subsidiaries, collectively, the "***Credit Parties***"). Pursuant to that certain Assignment of Loans and Liens, dated as of August 12, 2024, among our Sponsor, PhoenixOp, Amarillo National Bank, a national banking association ("***ANB***"), Fortress, as administrative agent and as collateral agent, and the new lenders party thereto, ANB assigned, and Fortress assumed, all security interests granted by the Credit Parties in favor of ANB under the ANB Credit Agreement (as defined herein). If our Sponsor defaults under the Fortress Credit Agreement or other related documents, Fortress could foreclose on its security interest in our assets, which would likely result in our inability to pay interest or principal on the Bonds and exist as a going concern.

We are a guarantor under the Fortress Credit Agreement pursuant to a guaranty in favor of Fortress.

We are a guarantor under the Fortress Credit Agreement pursuant to a commercial guaranty. If our Sponsor does not satisfy its obligations under the Fortress Credit Agreement, we could be compelled to pay our Sponsor's outstanding balance. Paying the outstanding balance under the Credit Agreement would threaten our ability to exist as a going concern and our ability to pay principal and interest on the Bonds.

The Form of Bond does not allow the Bondholders to require the Company to redeem the Bonds in the event of a change in control of the issuer.

In the event of a change of control of the Company, Bondholders will not have the right to require us to redeem their Bonds, even though such a transaction could adversely affect the Bondholders. The absence of such a change of control provision in the Form of Bond increases risk to the Bondholders.

An event of default under the Fortress Credit Agreement and/or any other debt to which the Bonds are subordinate would likely impair our Sponsor's ability to repay the advances under the Adamantium Loan Agreement and ultimately the Company's ability to make payments of principal and interest on the Bonds.

The Company is not permitted to make any payments to the Bondholders, including any payments of principal or interest under the Bonds, for so long as any event of default remains uncured or outstanding under the Fortress Credit Agreement. As a result, the Bondholders may not receive the payments they expect, or at all, upon an event of default under the Fortress Credit Agreement. In addition, following the cure of any such event of default or Fortress's successful remedy of such event of default, the Company may not have the funds, or otherwise have the means, to make any payments due to the Bondholders at such time.

We may redeem your Bonds at our option, which may adversely affect your return.

As described under "Description of Bonds—Optional Redemption," we have the right to redeem the Bonds in whole or in part at any time at a redemption price of 95.0% of the principal amount being redeemed, plus accrued and unpaid interest. We may choose to exercise these redemption rights when prevailing interest rates are relatively low. As a result, you may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the Bonds.

The Bonds are subject to significant restrictions on transfer.

You will be required to represent that you are acquiring the Bonds for investment and not with a view to distribution or resale, that you understand the Bonds are not freely transferable and, in any event, that you must bear the economic risk of investment in the Bonds for an indefinite period of time because (i) the Bonds have not been registered under the Securities Act or applicable state "Blue Sky" or securities laws; and (ii) the Bonds cannot be sold unless they are subsequently registered or an exemption from such registration is available. There will be no market for the Bonds, and Bondholders cannot expect to be able to liquidate their investment in case of an emergency. Further, the sale of Bonds may have adverse federal income tax consequences. The Bondholders will be required to obtain the prior written consent of the Company to transfer the Bonds. There are no specified circumstances relating to the granting or withholding of the required prior written consent of the Manager. Accordingly, the Company may not consent to a request for approval to transfer the Bonds.

There is no established trading market for the Bonds and we do not expect one to develop. Therefore, Bondholders may not be able to resell them for the price that they paid or sell them at all.

Prior to this offering, there was no active market for the Bonds and we do not expect one to develop. We do not have any present intention to apply for a quotation for the Bonds on an alternative trading system or over the counter market and even if we obtain that quotation in the future, we do not know the extent to which investor interest will lead to the development and maintenance of a liquid trading market. Further, the Bonds will not be quoted on an alternative trading system or over the counter market until after the termination of this offering, if at all. Therefore, investors will be required to wait until at least after the final termination date of this offering for such quotation. The initial public offering price for the Bonds has been determined by us. You may not be able to sell the Bonds you purchase at or above the initial offering price or sell them at all.

Alternative trading systems and over the counter markets, as with other public markets, may from time to time experience significant price and volume fluctuations. As a result, if the Bonds are listed on such a trading system, the market price of the Bonds may be similarly volatile, and Bondholders may from time to time experience a decrease in the value of their Bonds, including decreases unrelated to our operating performance or prospects. The price of the Bonds could be subject to wide fluctuations in response to a number of factors, including those listed in this “*Risk Factors*” section of this Memorandum. No assurance can be given that the market price of the Bonds will not fluctuate or decline significantly in the future or that Bondholders will be able to sell their Bonds when desired on favorable terms, or at all. Further, the sale of the Bonds may have adverse federal income tax consequences.

The Form of Bond does not require the Company to provide Bondholders cash statements or certification of compliance with the Bonds.

The Form of Bond does not require the Company to provide Bondholders cash statements or financial information other than annual tax reports within 90 days of the end of our fiscal year and unaudited annual financial statements within 120 days of the end of the Company’s fiscal year. Moreover, the Company is only required to notify the Bondholders annually, within 120 days following end of each calendar year, a written statement certifying that to the knowledge of the Company’s officers the Company is in compliance with the Form of Bond or specifying any event of default thereunder.

Risks Related to Our Lending Activities

The Adamantium Loan Agreement exposes us to risks associated with debt-oriented mineral rights investments generally.

We seek to loan capital to our Sponsor. As such, we are subject to, among other things, risk of default on the amounts under the Adamantium Loan Agreement by our Sponsor, which derives our Sponsor paying debt service and the underlying mineral rights investments. Any deterioration of mineral rights fundamentals generally, and in the U.S. in particular, could negatively impact our performance by making it more difficult for our Sponsor to repay amounts under the Adamantium Loan Agreement to satisfy its debt payment obligations, increasing the default risk applicable of our Sponsor, and/or making it more difficult for us to generate attractive risk-adjusted returns.

Prepayment of amounts under the Adamantium Loan Agreement by our Sponsor would result in the Company prepaying the Bonds.

Our business is solely to advance capital to our Sponsor pursuant to the Adamantium Loan Agreement secured by junior mortgages on certain oil and gas producing properties of our Sponsor, and we do not expect to engage in any other business. In periods of declining interest rates and/or credit spreads, prepayment rates on loans generally increase. As a result of a decline in interest rates, our Sponsor may elect to prepay amounts under the Adamantium Loan Agreement. Rather than reinvesting any proceeds of such prepayment, we anticipate we would prepay the Bonds having the same terms as the applicable advances prepaid by our Sponsor, which would result in investors in those Bonds receiving interest payments for a shorter period than the full term of such Bonds.

The Adamantium Loan Agreement is not diversified with respect to the borrower.

Advances under the Adamantium Loan Agreement are not diversified with respect to the borrowers of such amounts. As such, our income stream from the advances made the Adamantium Loan Agreement will be entirely dependent on our Sponsor’s and PhoenixOp’s operational success and ability to maintain its own income stream to make payments on amounts under the Adamantium Loan Agreement. Any failure of any borrower to generate sufficient income, either through its own management or by means of any adverse economic, political or other conditions, could impact its ability to satisfy its obligations to us under the Adamantium Loan Agreement. The value of our Bondholder’s investments could vary more widely than if we made loans to a wider variety of borrowers.

Non-conforming and non-investment grade rated loans involve increased risk of loss.

The Adamantium Loan Agreement may not conform to conventional loan standards applied by traditional lenders to businesses similar to our Sponsor. Neither we nor our Sponsor are in the business of lending to third parties

engaged in our Sponsor's business and, therefore, we cannot be certain as to whether the terms conform to conventional loan standards.

Private loans often are not rated by credit rating agencies, and we do not expect to seek a rating for the Adamantium Loan Agreement; however, we anticipate that if we sought any such rating, it would be non-investment grade. Non-investment grade ratings typically result from the overall leverage of the loans, the lack of a strong operating history for the assets underlying the loans, the borrowers' credit history, the underlying assets' cash flow or other factors. As a result, the Adamantium Loan Agreement should be expected to have a higher risk of default and loss than investment-grade rated assets. Any loss we incur may be significant and may adversely affect our results of operations and financial condition.

USE OF PROCEEDS

Assuming we issue and sell all of the Bonds offered by this offering, we estimate that the net proceeds we will receive from this offering will be \$574.8 million, after deducting the Broker-Dealer Fee. We have not made any arrangements to place any of the proceeds from this offering in an escrow, trust, or similar account.

We currently expect to use the net proceeds from this offering to provide advances under the Adamantium Loan Agreement, which advances will be used (i) to make investments in PhoenixOp or to otherwise finance potential drilling and exploration operations, (ii) for continued acquisitions of mineral rights and non-operated working interests, as well as additional asset acquisitions, and (iii) for other general working capital needs, such as the payment of executive and employee salaries, general overhead, and operating costs, including payments on our debt, and the acquisition of assets in the oil and gas space that are not mineral rights or non-operated working interests. Our actual use of offering proceeds will depend upon many considerations, including market conditions, but we currently expect to use the net proceeds from this offering as follows assuming we issue and sell all of the Bonds offered by this Memorandum:

	Maximum Offering Amount*	
	Amount	Percent
Gross offering proceeds	\$ 600,000,000	100%
Less offering expenses:		
Broker-Dealer Fee (weighted average) ⁽¹⁾⁽²⁾	\$ 25,195,038	4.199%
Advances under the Adamantium Loan Agreement ⁽²⁾	\$ 574,804,962	95.801%

- (1) Any Broker Dealer Fee will not be paid by the Company but will be paid by our Sponsor. If the Maximum Offering Amount of Bonds is sold, the maximum Broker Dealer Fee paid by our Sponsor will be approximately \$25,195,038. The foregoing assumes the Broker-Dealer Fee was 4.75% of the gross proceeds for all sales prior to May 1, 2025; but the Broker-Dealer Fee may have been less. As of May 1, 2025, the Company had issued \$212.5 million aggregate principal amount of Bonds and, assuming the Broker-Dealer Fee was 4.75% of the gross proceeds for all such sales, the maximum Broker-Dealer Fee paid by our Sponsor was approximately \$10.1 million. The maximum Broker-Dealer Fee was modified effective May 1, 2025, from 4.75% of the gross proceeds to 3.35% of the gross proceeds, with a range of sales commissions payable out of the Broker-Dealer Fee to licensed registered representatives of the Managing Broker-Dealer that are non-executive personnel of our Sponsor. As of March 31, 2026, the Company had issued \$278 million aggregate principal amount of Bonds and, assuming the Broker-Dealer Fee was 3.35% of the gross proceeds for all such sales, the maximum Broker-Dealer Fee paid by our Sponsor was approximately \$16.3 million. The maximum Broker-Dealer Fee was again modified effective April 1, 2026, from 3.35% of the gross proceeds (a portion of which had been paid to registered representatives as sales compensation) to two separate fees including (i) variable sales compensation of up to 4% of the gross proceeds payable to registered representatives of the Managing Broker-Dealer that are non-executive personnel of our Sponsor, and (ii) 0.4% of the gross proceeds to be retained by the Managing Broker-Dealer, provided that a minimum monthly fee of \$50,000 shall be payable to the Managing Broker-Dealer notwithstanding the amount of gross proceeds raised in a given month. The foregoing maximum Broker Dealer Fee paid by our Sponsor of approximately \$25,195,038 assumes that the Broker-Dealer Fee will be equal to 0.4% of the gross proceeds plus sales compensation payable to registered representatives of the Managing Broker-Dealer of up to 4.0% of the gross proceeds, for all sales after April 1, 2026, but the Broker-Dealer Fee may be less. See “Use of Proceeds” and “Plan of Distribution” for more information.
- (2) Our Sponsor will be responsible for paying the Broker-Dealer Fee and offering expenses. We will not use any of our offering proceeds to pay such expenses. The Broker-Dealer Fee includes compensation for acting as our broker/dealer of record and for expenses incurred in connection with marketing the Bonds.

DESCRIPTION OF BONDS

This description sets forth certain terms of the Bonds that we are offering pursuant to this Memorandum. In this section we use capitalized words to signify terms that are specifically defined in the Form of Bond. We refer you to the Form of Bond for a full disclosure of all such terms, as well as any other capitalized terms used in this Memorandum for which no definition is provided.

Ranking

The Bonds will be the Company's subordinated, unsecured obligations and will:

- rank contractually senior in right of payment to all of the Company's existing and future indebtedness that is contractually subordinated to the Bonds;
- without giving effect to collateral arrangements, rank equally in right of payment with our other unsecured indebtedness that we have not expressly agreed is senior to the Bonds, including the Company's previously issued Series A through Series D-1 Bonds offered pursuant to its offering under Rule 506(c) of Regulation D that commenced in September 2023 with maturity dates ranging from five to eleven years of the issue date and interest rates ranging from 13-16% and the Bonds (Series E through Series P-1 Bonds) offered pursuant to this offering under Rule 506(c) of Regulation D that commenced in February 2024 with maturity dates ranging from five to eleven years of the issue date and interest rates ranging from 13-16% (the "**Existing Adamantium Bonds**"), which as of March 31, 2026, totals \$278 million;
- be contractually subordinated to any other indebtedness that the Company expressly agrees is senior to the Bonds (which does not require Bondholder consent), including the Adamantium Secured Note;
- be effectively subordinated to any of the Company's current or future secured indebtedness, to the extent of the value of the assets securing that indebtedness; and
- be structurally subordinated to all of the existing and future liabilities (including trade payables) and preferred equity of each of the Company's subsidiaries, if any.

As of March 31, 2026, after giving effect to the borrowing of an additional \$75.0 million under the Fortress Credit Agreement in February 2026, our Sponsor had \$1.7 billion of indebtedness outstanding, consisting of (i) \$525.0 million aggregate principal amount outstanding under that certain Amended and Restated Senior Secured Credit Agreement, dated as of August 12, 2024 (as amended by that certain Limited Waiver and Amendment No. 1 to Amended and Restated Senior Secured Credit Agreement, dated as of October 25, 2024, that certain Limited Waiver and Amendment No. 2 to Amended and Restated Senior Secured Credit Agreement, dated as of November 1, 2024, that certain Limited Waiver and Amendment No. 3 to Amended and Restated Senior Secured Credit Agreement, dated as of December 18, 2024, that certain Limited Waiver and Amendment No. 4 to Amended and Restated Senior Secured Credit Agreement, dated as of April 16, 2025, that certain Limited Waiver and Amendment No. 5 to Amended and Restated Senior Secured Credit Agreement, dated as of June 26, 2025, that certain Limited Waiver and Amendment No. 6 to Amended and Restated Senior Secured Credit Agreement, dated as of August 1, 2025, that certain Amendment No. 7 to Amended and Restated Senior Secured Credit Agreement, dated as of October 27, 2025, that certain Amendment No. 8 to Amended and Restated Senior Secured Credit Agreement, dated as of February 12, 2026, and as the same may be amended and supplemented from time to time, the "**Fortress Credit Agreement**"), with PhoenixOp, as borrower, each of the lenders from time to time party thereto, and Fortress Credit Corp. ("**Fortress**"), as administrative agent for the lenders, which consists of a \$100.0 million term loan, borrowed in full on August 12, 2024; a \$35.0 million delayed draw term loan facility, borrowed in full on October 11, 2024; a \$115.0 million term loan, borrowed in full on December 18, 2024; a \$25.0 million term loan, borrowed in full on April 16, 2025; a \$25.0 million delayed draw term loan, borrowed in full on May 9, 2025; a \$100 million term loan borrowed in full on August 1, 2025; a \$50 million term loan borrowed in full on October 27, 2025; a \$75.0 million term loan borrowed in full on February 12, 2026; and a \$225.0 million delayed draw term loan facility, that is uncommitted and undrawn as of the date hereof, each of which is secured by a senior security interest in all of the assets of Phoenix Equity and its subsidiaries, and (ii) (A) \$278 million aggregate principal amount outstanding under the Adamantium Loan Agreement, which provides for up to \$609.3 million in aggregate principal amount of borrowings in one or more

advances and is secured by mortgages on certain of our Sponsor's properties, which mortgages are junior to the security interest of the Fortress Credit Agreement and other existing and future senior secured indebtedness, and (B) without duplication, \$9.3 million aggregate principal amount outstanding under the Adamantium Secured Note, which initially matures in November 2031, has an interest rate of 16.5% per annum, and is secured by our rights under the Adamantium Loan Agreement (as the same may be amended and supplemented from time to time, the "**Adamantium Secured Note**"). Borrowings under the Adamantium Loan Agreement correspond to the \$9.3 million issued under the Adamantium Secured Note and receipt by the Company of proceeds from any Bonds issued hereunder.

The Bonds will rank structurally senior to certain of our Sponsor's other unsecured indebtedness, consisting of: (i) \$7.6 million aggregate principal amount outstanding of unsecured bonds offered and sold pursuant to an offering under Rule 506(c) of Regulation D that commenced in July 2022 and terminated in December 2022, with a maturity date of five years from the issue date and an interest rate of 11.0% per annum (the "**Sponsor Pari Passu Reg D Bonds**"); (ii) \$50.8 million aggregate principal amount outstanding of Series AAA through Series D-1 Bonds offered and sold pursuant to an offering under Rule 506(c) of Regulation D that commenced in December 2022 and terminated in August 2023, with maturity dates ranging from three to seven years from the issue date and interest rates ranging from 10.0% to 12.0% per annum (the "**December 2022 506(c) Bonds**"); (iii) \$707.2 million aggregate principal amount outstanding of Bonds (Series U through Series JJ-1 Bonds) offered and sold pursuant to an offering under Rule 506(c) of Regulation D that commenced in August 2023, with maturity dates ranging from one to eleven years from the issue date and interest rates ranging from 9.0% to 14.0% per annum (the "**August 2023 506(c) Bonds**" and, together with the December 2022 506(c) Bonds, the "**Sponsor Subordinated Reg D Bonds**" and, together with the Sponsor Pari Passu Reg D Bonds, the "**Sponsor Reg D Bonds**"); and (iv) \$33.8 million aggregate principal amount outstanding of unsecured bonds offered and sold to date pursuant to an offering under Regulation A, which commenced in December 2021 and terminated in December 2024, with a term of three years and an interest rate of 9.0% per annum (the "**Sponsor Reg A Bonds**"). As of March 31, 2026, our Sponsor had \$799.4 million aggregate principal amount outstanding of Sponsor Reg D Bonds and Sponsor Reg A Bonds.

In October 2024, our Sponsor filed a registration statement on Form S-1 (File No. 333-282862) (the "**Registration Statement**") with the SEC with respect to the continuous offering of up to \$750.0 million aggregate principal amount of Sponsor Registered Notes with maturity dates ranging from three to eleven years from the issue date and interest rates ranging from 9.0% to 12.0% per annum. The Registration Statement was declared effective on May 14, 2025. The Sponsor Registered Notes are contractually senior to the Sponsor Subordinated Reg D Bonds and contractually subordinated to the Fortress Credit Agreement, the Adamantium Debt, the Sponsor Reg D Bonds, the Sponsor Exchange Notes, and the Sponsor Reg A Bonds.

In June 2025, our Sponsor filed a preliminary offering circular (File No. 024-12634) with the SEC to offer up to 3,750,000 shares of our Sponsor's 10.00% Series A Cumulative Redeemable Preferred Shares, representing limited liability company interests (the "**Preferred Shares**"). Our Sponsor offered the Preferred Shares at an offering price of \$20.00 per Preferred Share for a maximum offering amount of \$75,000,000. There was a minimum initial investment amount per investor of \$1,000.00 for the Preferred Shares and any additional purchases must be made in increments of at least \$20.00. Our Sponsor applied to list the Preferred Shares on the NYSE American LLC ("**NYSE American**") under the symbol "PHXE.P." The Preferred Shares were listed on NYSE American following NYSE American's certification of our Sponsor's Form 8-A filed shortly after the qualification of our Sponsor's offering circular. In September 2025, the Sponsor completed its offering of Preferred Shares, and such shares were listed on the NYSE American and commenced trading on September 30, 2025. The Sponsor sold an aggregate of 2,704,023 Preferred Shares at closing, which represented \$67.6 million in initial liquidation preference at a public offering price of \$20.00 per share for gross proceeds of \$54.1 million. Offering costs of \$6.2 million were recorded as a reduction of the gross proceeds.

The terms of the Bonds do not prohibit the Company or any current or future direct or indirect subsidiaries from issuing more debt securities or incurring any other indebtedness, and any such issuance or incurrence may rank senior to the Bonds. For example, the Company may issue additional debt obligations under Rule 506(c) that it designates as senior to the Bonds in its discretion. Any such issuance would rank senior to the Bonds.

See "**Risk Factors—Risks Related to the Bonds and to this Offering**," "**General Information About Our Company—Unsecured Debt Obligations**" and "**Company Structure**" for more information.

Interest and Maturity

The Series E Bonds and Series E-1 Bonds will bear interest at a rate equal to 13.0% per year. The Series F Bonds and Series F-1 Bonds will bear interest at a rate equal to 14.0% per year. The Series G Bonds and Series G-1 Bonds will bear interest at a rate equal to 14.5% per year. The Series H Bonds and Series H-1 Bonds will bear interest at a rate equal to 15.0% per year. The Series I Bonds and Series I-1 Bonds will bear interest at a rate equal to 13.5% per year. The Series J Bonds and Series J-1 Bonds will bear interest at a rate equal to 14.5% per year. The Series K Bonds and Series K-1 Bonds will bear interest at a rate equal to 15.0% per year. The Series L Bonds and Series L-1 Bonds will bear interest at a rate equal to 15.5% per year. The Series M Bonds and Series M-1 Bonds will bear interest at a rate equal to 14.0% per year. The Series N Bonds and Series N-1 Bonds will bear interest at a rate equal to 15.0% per year. The Series O Bonds and Series O-1 Bonds will bear interest at a rate equal to 15.5% per year. The Series P Bonds and Series P-1 Bonds will bear interest at a rate equal to 16.0% per year.

The two forms of Bonds per series differ only in how and when interest is calculated and becomes payable. The Series E Bonds, Series F Bonds, Series G Bonds, Series H Bonds, Series I Bonds, Series J Bonds, Series K Bonds, Series L Bonds, Series M Bonds, Series N Bonds, Series O Bonds and Series P Bonds (such Bonds, “**Cash Interest Bonds**”) will accrue simple interest, and interest payments will be paid monthly, in arrears, on the tenth day of each month for the prior calendar month. The Series E-1 Bonds, Series F-1 Bonds, Series G-1 Bonds, Series H-1 Bonds, Series I-1 Bonds, Series J-1 Bonds, Series K-1 Bonds, Series L-1 Bonds, Series M-1 Bonds, Series N-1 Bonds, Series O-1 Bonds and Series P-1 Bonds (such Bonds, “**Compound Interest Bonds**”) will accrue interest compounded monthly on the tenth day of each month for the prior calendar month, and no interest payments will be payable prior to the maturity date of the respective Compound Interest Bond. Interest for both the Cash Interest Bonds and the Compound Interest Bonds will accrue on the basis of a 360-day year consisting of twelve 30-day months. Upon maturity of each respective Bond, the Company will pay the principal plus all then-accrued and outstanding interest. For the avoidance of doubt and notwithstanding anything contained herein to the contrary, all Bonds will have a maturity date of the 10th of the calendar month in the month after the settlement of such Bond occurs, and such Bond will accrue interest for the entire month in which the settlement occurs, without any offset or pro-rata calculation.

The Series E Bonds, Series E-1 Bonds, Series I Bonds, Series I-1 Bonds, Series M Bonds, and Series M-1 Bonds will mature on the 10th of the calendar month on the fifth anniversary of the closing date. The Series F Bonds, Series F-1 Bonds, Series J Bonds, Series J-1 Bonds, Series N Bonds, and Series N-1 Bonds will mature on the 10th of the calendar month on the seventh anniversary of the closing date. The Series G Bonds, Series G-1 Bonds, Series K Bonds, Series K-1 Bonds, Series O Bonds, and Series O-1 Bonds will mature on the 10th of the calendar month on the ninth anniversary of the closing date. The Series H Bonds, Series H-1 Bonds, Series L Bonds, Series L-1 Bonds, Series P Bonds, and Series P-1 Bonds will mature on the 10th of the calendar month on the eleventh anniversary of the closing date.

THE REQUIRED INTEREST PAYMENTS AND PRINCIPAL PAYMENT ARE NOT A GUARANTY OF ANY RETURN TO YOU NOR ARE THEY A GUARANTY OF THE RETURN OF YOUR INVESTED CAPITAL. While our Company is required to make interest payments and principal payment as described in the Form of Bond and above, we do not intend to establish a sinking fund to fund such payments. Therefore, our ability to honor these obligations will be subject to our ability to generate sufficient cash flow or procure additional financing in order to fund those payments. If we cannot generate sufficient cash flow or procure additional financing to honor these obligations, we may be forced to sell some or all of the Company’s assets to fund the payments. We cannot guarantee that the proceeds from any such sale will be sufficient to make the payments in their entirety or at all. If we cannot fund the above payments, Bondholders will have claims against us with respect to such violation as further described under the Form of Bond.

Optional Redemption

We may redeem the Bonds, at our option, in whole at any time or in part from time to time, upon notice as described below, at a redemption price equal to the principal amount of such Bonds, plus accrued and unpaid interest, if any, to, but excluding, the date of the redemption. If we plan to redeem the Bonds, we are required to give notice of redemption not less than five days nor more than 60 days prior to any redemption date to each Bondholder subject to redemption at such Bondholder’s address appearing in the securities register maintained by the Registrar. In the event we elect to redeem less than all of any class or series of the Bonds, the particular Bonds to be redeemed will be selected by us, in our sole discretion.

In the case of any partial redemption of the Bonds, selection of the Bonds for redemption will be made by the Company in its sole discretion, in which case the Company may determine to redeem some or all of certain Bonds with specific maturities, interest payment methods, or interest rates, and may not redeem Bonds pro rata. If any Bond is to be purchased or redeemed in part only, the notice of purchase or redemption relating to such Bond shall state the portion of the principal amount thereof that has been or is to be purchased or redeemed. A new Bond in a principal amount equal to the unredeemed portion thereof will be issued in the name of the holder thereof upon cancellation of the original Bond. On and after the redemption date, interest will cease to accrue on Bonds or portions thereof called for redemption so long as, (x) at all times when the Company is the paying agent, the Company has paid the redemption price to the relevant holders, or (y) at all times when the Company is not the paying agent, the Company has deposited with the paying agent funds sufficient to pay the principal of and accrued and unpaid interest, if any, on the Bonds to be redeemed.

Notices of redemption will be delivered at least five but not more than 60 days before the redemption date to each holder to be redeemed at its registered address or otherwise in accordance with the terms of the Indenture.

Any redemption of the Bonds may, at the Company's discretion, be subject to one or more conditions precedent. The redemption date of any redemption that is subject to satisfaction of one or more conditions precedent may, in the Company's discretion, be delayed until such time as any or all such conditions shall be satisfied (or waived by the Company in its sole discretion), or such redemption may not occur and any notice with respect to such redemption may be modified or rescinded in the event that any or all such conditions shall not have been satisfied (or waived by the Company in its sole discretion) by the redemption date, or by the redemption date so delayed (which may exceed 60 days from the date of the redemption notice in such case). In addition, such notice of redemption may be extended, if such conditions precedent have not been satisfied or waived by the Company, by providing notice to the holders.

The Company or its affiliates may at any time and from time to time purchase Bonds. Any such purchases may be made through open-market or privately negotiated transactions with third parties or pursuant to one or more tender or exchange offers or otherwise, upon such terms and at such prices, as well as with such consideration, as the Company or any such affiliates may determine.

Mandatory Redemption; Repurchase at the Option of the Holders

Subject to the provisions described below under “—*Subordination*,” each Bondholder may request, in whole at any time and in part from time to time, by written notice to the Company, that the Company redeem such holder's Bonds at a redemption price equal to 95.0% of the principal amount of such Bonds, plus accrued and unpaid interest, if any, to, but excluding, the date of redemption; provided that the Company will not be required to redeem any Bonds at any time when the Company or any of its subsidiaries or affiliates is prohibited by law or contract from doing so; provided further that the Company will not be required to redeem Bonds in an amount that exceeds, in any calendar year, 10.0% of the aggregate principal amount of the Bonds issued and outstanding as of the first day of the calendar quarter in which such request is made (the “**10% Limit**”). An executive redemption request during any calendar year will not be included in calculating the 10% Limit with respect to a non-executive redemption request for such calendar year; however, such redemptions will be included in calculating the 10% Limit with respect to an executive redemption request. As a result, in no circumstance will an executive redemption request decrease the 10% Limit with respect to a non-executive redemption request, but a non-executive redemption request will decrease the 10% Limit with respect to an executive redemption request. For example, if the 10% Limit at the time of a redemption request is \$10.0 million, and an executive redemption request is made for \$7.5 million aggregate principal amount of Bonds and such Bonds are redeemed by the Company, the 10% Limit remains at \$10.0 million for any non-executive redemption requests; however, the 10% Limit for a subsequent executive redemption request would become \$2.5 million. Conversely, if the 10% Limit at the time of a redemption request is \$10.0 million, and a non-executive redemption request is made for \$7.5 million aggregate principal amount of Bonds and such Bonds are redeemed by the Company, the 10% Limit for a subsequent redemption request, whether an executive redemption request or a non-executive redemption request, would become \$2.5 million. Therefore, we may be required to purchase up to 20.0% of the then-outstanding Bonds pursuant to the 10% Limit in any calendar year to the extent that executive redemption requests made prior to any non-executive redemption request reach the 10% Limit in such calendar year and subsequent non-executive redemption requests also reach the 10% Limit in such calendar year.

If required by the foregoing or otherwise permitted by the Company, in its sole discretion, the Company will redeem such Bonds on a date to be determined by the Company that is no earlier than one and no later than 120 days from the date the Company receives written notice from the holder.

If the Company is prohibited by law or contract (including the terms of our Sponsor's indebtedness) from redeeming Bonds, or the 10.0% Limit limits a holder's ability to have its Bonds redeemed, the holder may have to hold its Bonds to maturity. Redemption requests for the Bonds will be processed in the order they are received by the Company without regard to date of issuance, maturity date, interest payment method, or interest rates of the Bonds for which redemption has been requested. The Company's ability to redeem Bonds may also be limited by the Company's then-existing financial resources. We cannot assure you that sufficient funds will be available when necessary to make any required purchases.

We will not otherwise be required to make any mandatory redemption or sinking fund payments with respect to the Bonds. We will also not be required to offer to purchase any Bonds with the proceeds of asset sales, in the event of a change of control, or otherwise. See *“Risk Factors—Risks Related to the Bonds and to this Offering— The Company may prepay some or all of the Bonds in its sole discretion; however, no Bondholder has the right to require the Company to redeem some or all of the Bonds at the request of the Bondholder.”*

Redemption Upon Death or Disability

Upon the death or total permanent disability (as defined below) of a Bondholder who is a natural person, the estate of such Bondholder, such Bondholder, or legal representative of such Bondholder may request that we repurchase, in whole but not in part, the Bonds held or beneficially held by such Bondholder (including Bonds of such Bondholder held or beneficially held in his or her individual retirement accounts as the case may be) by delivering to the Company a redemption request in conformity with the notice provisions of the Indenture or such other form of notice acceptable to the Company. Any such redemption request must include the facts or certifications supporting the right to be redeemed and include evidence thereof (such as a copy of a death certificate).

Upon receipt of a redemption request, we will determine whether to approve the request, and acceptance of such redemption request shall be at our sole discretion, regardless of reason. If the request is approved, we will then designate a date for the redemption of such Bonds, notify the trustee, and pay out the Bond upon the surrender of the Bond to the trustee. No interest shall accrue on a Bond to be redeemed for any period of time on or after the redemption date for such Bond, provided that the Company has timely tendered the redemption price.

If the Bonds are purchased by joint owners with a right of survivorship or if the Bonds are purchased with a 'transfer on death' beneficiary so that a transfer of ownership occurs as a matter of law, no redemption due to death will be available. If the Bonds are purchased by joint owners with no rights of survivorship (such as tenants in common), a redemption will be considered when the first owner dies. A holder or beneficial holder that is not an individual natural person does not have the right to request redemption upon death or disability, except that if a Bond is purchased by an entity, a redemption due to death will only be considered upon termination of the entity as a result of the death of a majority owner of such entity with direct voting control of such entity.

For purposes herein, a "total permanent disability" means a medically determinable physical or mental impairment that renders an individual unable to perform the substantial and material duties of the individual's occupation, or any comparable occupation for which the individual is reasonably suited by education, training, or experience, and that is reasonably expected to continue indefinitely or result in death.

Conversion

Subject to our sole discretion and the terms described herein, a Bondholder may request that the Company redeem all or a portion of such Bondholder's outstanding Bonds prior to maturity and reinvest the proceeds from such redemption into new Bonds with a longer maturity offered pursuant to this Memorandum or into other debt securities offered by our Sponsor or our Sponsor's subsidiaries with a longer maturity, including bonds offered by our Sponsor pursuant to its offering under Rule 506(c) of Regulation D (each such redemption and reinvestment, a "**Conversion**"). A Conversion involves the simultaneous redemption of the Bondholder's existing securities (the "**Current Securities**") and the reinvestment of the proceeds related thereto in the purchase of new securities (the "**New Securities**") using the proceeds of such redemption.

In connection with a Conversion, the Sponsor may, in its sole and absolute discretion, waive the 5% redemption penalty that would otherwise apply to the redemption of the Current Securities, provided that the Bondholder agrees to reinvest the full redemption proceeds into New Securities. The principal amount and accrued interest, if any, on the Current Securities being redeemed will be applied toward the purchase price of the New Securities. The New Securities must be acquired in \$1,000 increments, and any amount in excess of the nearest \$1,000 increment will be distributed to the Bondholder in cash. The Bondholder will be required to complete and execute a new subscription agreement in connection with the purchase of the New Securities.

A Bondholder requesting a Conversion must satisfy all applicable investor suitability requirements and minimum purchase amounts for the New Securities, including the accredited investor verification requirements described under “Plan of Distribution—Who May Invest.” Title to the New Securities must be held in the same form as the Current Securities being redeemed. Once a Conversion request has been accepted by the Company and the related subscription agreement has been executed, the Bondholder will not have the right to request that the redemption proceeds be paid to the Bondholder in cash instead of being applied to the purchase of the New Securities.

The following types of Conversions are currently permitted, subject in each case to the Company’s or our Sponsor’s sole discretion: (i) Conversions of Bonds offered pursuant to this Memorandum into other Bonds offered pursuant to this Memorandum (for example, to change the series, maturity, or interest payment method of a Bondholder’s investment); (ii) Conversions of bonds previously offered by our Sponsor pursuant to Rule 506(c) of Regulation D or Regulation A into Bonds offered pursuant to this Memorandum; (iii) Conversions of notes offered by our Sponsor pursuant to its registration statement on Form S-1 into bonds offered by our Sponsor pursuant to Rule 506(c) of Regulation D; and (iv) Conversions of bonds offered by our Sponsor pursuant to Rule 506(c) of Regulation D or Regulation A into other bonds offered by our Sponsor pursuant to Rule 506(c) of Regulation D. Conversions involving securities issued by our Sponsor (rather than the Company) will be processed by our Sponsor in accordance with the terms of the applicable offering documents for such securities.

Conversions are entirely discretionary on the part of the Company or our Sponsor, as applicable, and may be suspended, modified, or terminated at any time without notice. There is no obligation on the part of the Company or our Sponsor to accept any Conversion request. The availability and terms of Conversions may change from time to time, and prospective investors should not purchase Bonds in reliance on the ability to effect a Conversion in the future. For Conversions into Bonds offered pursuant to this Memorandum, it is anticipated that the closing of the purchase of the New Securities will occur promptly after acceptance of the related subscription agreement. The maturity date of the New Securities will be determined in accordance with the terms of the applicable offering, and the New Securities will accrue interest from the settlement date in accordance with their terms; provided, however, the maturity date of the New Securities will be measured from the 10th of the calendar month in the month after the Conversion is completed.

Merger, Consolidation or Sale

We may consolidate or merge with or into any other corporation or entity, and we may sell, lease or convey all or substantially all of our assets to any entity, provided that the successor entity, if other than us:

- is organized and existing under the laws of the United States of America or any U.S. state or the District of Columbia;
- assumes all of our obligations to perform and observe all of our obligations under the Bonds; and
- provided further that no event of default shall have occurred and be continuing.

Restrictions of Transferability

There are substantial restrictions on the transferability of the Bonds under the terms of the Form of Bond, the Subscription Agreement and applicable state and federal securities laws. Before selling or transferring a Bond, a Bondholder must obtain the written consent of the Sponsor and comply with applicable requirements of federal and state securities laws and regulations, including the financial suitability requirements of such laws and regulations. There is no market for the Bonds, and it is highly unlikely that any market for the Bonds will develop, and Investors should view the Bonds as solely a long-term investment.

The Bonds offered under this Memorandum have not been registered under the Securities Act nor by the securities regulatory authority of any state. The Bonds may not be resold unless they are registered under the Securities Act and registered or qualified under applicable state securities laws or unless exemptions from such registration and qualification are available.

Future Issuances

We may, from time to time, without notice to or consent of the Bondholders, increase the aggregate principal amount of any series of the Bonds outstanding by issuing additional bonds in the future with the same terms of such series of Bonds, except for the issue date and offering price, and such additional bonds shall be consolidated with the applicable series of Bonds and form a single series. No consent of the Bondholders is required under the Bonds for the issuance of additional series of Bonds, including such additional series which may have payment priority superior to current Bonds.

Payment of Taxes and Other Claims

We intend to pay or discharge or cause to be paid or discharged, before the same shall become delinquent: (i) all taxes, assessments and governmental charges levied or imposed upon us or upon our income, profits or assets; and (ii) all lawful claims for labor, materials and supplies which, if unpaid, might by law become a lien upon our property; provided, however, that we will not be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings or for which we have set apart and maintain an adequate reserve.

Events of Default

The following are events of default under the Form of Bond with respect to the Bonds:

- default in the payment of any interest on the Bonds when due and payable, which continues for 60 days, a cure period;
- default in the payment of any principal of or premium on the Bonds when due, which continues for 60 days, a cure period;
- default in the performance of any other obligation or covenant contained in the Form of Bond or in this Memorandum for the benefit of the Bonds, which continues for 120 days after written notice, a cure period; and
- specified events in bankruptcy, insolvency or reorganization of us.

We will deliver to the Bondholders a written notification of any uncured event of default within 60 days after we become aware of such uncured event of default.

Remedies if an Event of Default Occurs

Subject to any respective cure period, if an event of default occurs and is continuing, the Bondholders of not less than a majority in aggregate principal amount of the Bonds of a particular series outstanding may declare the principal thereof, premium, if any, and all unpaid interest thereon to be due and payable immediately.

At any time after the Bondholders have accelerated the repayment of the principal, premium, if any, and all unpaid interest on the Bonds, but before the Bondholders have obtained a judgment or decree for payment of money due, the Bondholders of a majority in aggregate principal amount of outstanding Bonds of a particular series may rescind and annul that acceleration and its consequences, provided that all payments and/or deliveries due, other than those due as a result of acceleration, have been made and all events of default have been remedied or waived.

The Bondholders of a majority in principal amount of the outstanding Bonds of a particular series may waive any default, except a default:

- in the payment of any amounts due and payable or deliverable under the Bonds; or

- in an obligation which cannot be modified without the consent of each Bondholder.

The Bondholders of a majority in principal amount of the outstanding Bonds of a particular series may direct the time, method and place of conducting any proceeding for any remedy available with respect to the Bonds, provided that such direction is not in conflict with any rule of law. The Bondholder has the right, which is absolute and unconditional, to receive payment of the principal of and interest on such Bond on the respective due dates (or any redemption date, subject to certain discounts) and to institute suit for the enforcement of any such payment and such rights shall not be impaired without the consent of such Bondholder.

Moreover, as long as any Senior Indebtedness remains outstanding, the Bondholder shall not, without prior written consent of the holder of the Senior Indebtedness, including under the Fortress Credit Agreement:

- exercise or seek to exercise any right or remedy with respect to an event of default including any collection or enforcement right or remedy; or
- institute any action or proceeding against the Company or any of its assets including without limitation any possession, sale or foreclosure action or proceeding; or
- contest, protest or object to any enforcement proceeding or other action commenced under the Senior Indebtedness.

for a period of 180 days after delivery of notice of an event of default to the holder of the Senior Indebtedness, including under the Fortress Credit Agreement (the “*Standstill Period*”). The Bondholder will only be permitted to commence such enforcement proceedings upon the receipt of written consent from the holder of the Senior Indebtedness or upon the following of the expiration of the Standstill Period.

PLAN OF DISTRIBUTION

The Offering

We are offering a Maximum Offering Amount of \$600,000,000 aggregate principal amount of the Bonds at a price of \$1,000 per Bond. We reserve the right to increase the Maximum Offering Amount by \$200,000,000 for a total maximum amount of \$800,000,000. The Minimum Purchase is \$2,000,000 for the Series E Bonds, Series E-1 Bonds, Series F Bonds, Series F-1 Bonds, Series G Bonds, Series G-1 Bonds, Series H Bonds, and Series H-1 Bonds. The Minimum Purchase is \$3,000,000 for the Series I Bonds, Series I-1 Bonds, Series J Bonds, Series J-1 Bonds, Series K Bonds, Series K-1 Bonds, Series L Bonds, and Series L-1 Bonds. The Minimum Purchase is \$4,000,000 for the Series M Bonds, Series M-1 Bonds, Series N Bonds, Series N-1 Bonds, Series O Bonds, Series O-1 Bonds, Series P Bonds, and Series P-1 Bonds. We reserve the right to accept smaller purchase amounts in our sole discretion and furthermore, we reserve the right, in our sole and absolute discretion, to allow Bondholders that are immediate family members to aggregate their principal amount of Bonds held to collectively meet the Minimum Purchase for any applicable series of Bonds. This Offering will terminate on the earliest of: (i) the date we sell the Maximum Offering Amount; (ii) the second anniversary of the date of this Memorandum, as may be extended by up to one year by the Company by supplement hereto and as may be further extended by amending and restating this Memorandum; and (iii) such date upon which we determine to terminate the offering in our sole discretion.

We have arbitrarily determined the selling price of the Bonds and such price bears no relationship to our book or asset values, or to any other established criteria for valuing issued or outstanding Bonds.

The Bonds are being offered on a “commercially reasonable efforts” basis, which means generally that our Managing Broker-Dealer is required to use only its commercially reasonable efforts to sell the Bonds and it has no firm commitment or obligation to purchase any of the Bonds. The offering will continue until the offering termination. We will conduct closings to be scheduled at our discretion assuming there are funds to close, until the offering termination. If either day falls on a weekend or holiday, the closing will be conducted on the next business day. Once a subscription has been submitted and accepted by the Company, an investor will not have the right to request the return of its subscription payment prior to the next closing date. If subscriptions are received on a closing date and accepted by the Company prior to such closing, any such subscriptions will be closed on that closing date. If subscriptions are received on a closing date but not accepted by the Company prior to such closing, any such subscriptions will be closed on the next closing date. It is expected that settlement will occur on the same day as each closing date. On each closing date, offering proceeds for that closing will be disbursed to us and Bonds will be issued to investors in the offering. If the Company is dissolved or liquidated after the acceptance of a subscription, the respective subscription payment will be returned to the subscriber.

Broker-Dealer Compensation and Expenses

Beginning April 1, 2026, the Managing Broker-Dealer shall receive a fee of 0.4% of the gross proceeds of the offering (provided that a minimum monthly fee of \$50,000 shall be payable to the Managing Broker-Dealer notwithstanding the amount of gross proceeds raised in a given month), and registered representatives of the Managing Broker-Dealer shall receive variable sales compensation of up to 4.0% of the gross proceeds with respect to sales of the Bonds after such maximum Broker-Dealer Fee was lowered from 4.75% for sales of Bonds made prior to May 1, 2025. Certain non-executive personnel of our Sponsor are licensed registered representatives of the Managing Broker-Dealer and will be paid a portion of the Broker-Dealer Fee as sales compensation, of up to 4.0% of the gross proceeds with respect to sales of the Bonds. Prior to April 1, 2026, Dalmore Group, LLC, a New York limited liability company and a member of FINRA, served as the Managing Broker-Dealer for the Bonds.

The following table sets forth the estimated compensation and expenses that have been or may be paid in connection with the offering to our broker-dealers.

Offering:	Per Bond	Maximum Offering Amount
Price to investor:	\$ 1,000	\$ 600,000,000
Less Broker-Dealer Fee (weighted average) ⁽¹⁾	\$ 41.99	\$ 25,195,038
Remaining Proceeds:	\$ 958.01	\$ 574,804,962

- (1) Any Broker Dealer Fee will not be paid by the Company but will be paid by our Sponsor. If the Maximum Offering Amount of Bonds is sold, the maximum Broker Dealer Fee paid by our Sponsor will be approximately \$25,195,038. The foregoing assumes the Broker-Dealer Fee was 4.75% of the gross proceeds for all sales prior to May 1, 2025; but the Broker Dealer Fee may have been less. As of May 1, 2025, the Company had issued \$212.5 million aggregate principal amount of Bonds and, assuming the Broker-Dealer Fee was 4.75% of the gross proceeds for all such sales, the maximum Broker-Dealer Fee paid by our Sponsor was approximately \$10.1 million. The maximum Broker-Dealer Fee was modified effective May 1, 2025, from 4.75% of the gross proceeds to 3.35% of the gross proceeds, with a range of sales commissions payable out of the Broker-Dealer Fee to licensed registered representatives of the Managing Broker-Dealer that are non-executive personnel of our Sponsor. As of March 31, 2026, the Company had issued \$278 million aggregate principal amount of Bonds and, assuming the Broker-Dealer Fee was 3.35% of the gross proceeds for all such sales, the maximum Broker-Dealer Fee paid by our Sponsor was approximately \$16.3 million. The maximum Broker-Dealer Fee was again modified effective April 1, 2026, from 3.35% of the gross proceeds (a portion of which had been paid to registered representatives as sales compensation) to two separate fees including (i) variable sales compensation of up to 4% of the gross proceeds payable to registered representatives of the Managing Broker-Dealer that are non-executive personnel of our Sponsor, and (ii) 0.4% of the gross proceeds to be retained by the Managing Broker-Dealer, provided that a minimum monthly fee of \$50,000 shall be payable to the Managing Broker-Dealer notwithstanding the amount of gross proceeds raised in a given month. The foregoing maximum Broker Dealer Fee paid by our Sponsor of approximately \$25,195,038 assumes that the Broker-Dealer Fee will be equal to 0.4% of the gross proceeds plus sales compensation payable to registered representatives of the Managing Broker-Dealer of up to 4.0% of the gross proceeds, for all sales after April 1, 2026, but the Broker-Dealer Fee may be less. See “*Use of Proceeds*” and “*Plan of Distribution*” for more information.

We have agreed to indemnify our Managing Broker-Dealer and selected registered investment advisors, against certain liabilities arising under the Securities Act. However, the SEC takes the position that indemnification against liabilities arising under the Securities Act is against public policy and is unenforceable.

In accordance with the rules of FINRA, the table above sets forth the nature and estimated amount of all items that will be viewed as “underwriting compensation” by FINRA that are anticipated to be paid by us in connection with the offering. The amounts shown assume we sell all the Bonds offered hereby.

It is illegal for us to pay or award any commissions or other compensation to any person engaged by you for investment advice as an inducement to such advisor to advise you to purchase the Bonds; however, nothing herein will prohibit a registered broker-dealer or other properly licensed person from earning a sales commission in connection with a sale of the Bonds.

Discounts for Bonds Purchased by Certain Persons

Our Sponsor may forego paying the Broker-Dealer Fee, or pay a reduced Broker-Dealer Fee in connection with the sale of Bonds in this offering to:

- registered principals or representatives of our dealer-manager or a participating broker (and immediate family members of any of the foregoing persons);
- our Sponsor or affiliate’s employees, officers and directors (and the immediate family members of any of the foregoing persons), any benefit plan established exclusively for the benefit of such persons or entities, and, if approved by our board of directors, joint venture partners, consultants and other service providers;
- clients of an investment advisor registered under the Investment Advisers Act or under applicable state securities laws (other than any registered investment advisor that is also registered as a broker-dealer, with the exception of clients who have “wrap” accounts which have asset-based fees with such dually registered investment advisor/broker-dealer); or
- persons investing in a bank trust account with respect to which the authority for investment decisions made has been delegated to the bank trust department.

For purposes hereof, “immediate family members” means such person’s spouse, parents, children, brothers, sisters, grandparents, grandchildren and any such person who is so related by marriage such that this includes “step-” and “-in-law” relations as well as such persons so related by adoption.

In addition, participating brokers contractually obligated to their clients for the payment of fees on terms inconsistent with the terms of acceptance of all or a portion of the Broker-Dealer Fees may elect not to accept all or a portion of such compensation. In that event, such Bonds will be sold to the investor at a per Bond purchase price, net of all or a portion of selling commissions. The net proceeds to us will not be affected by reducing or eliminating Broker-Dealer Fees payable in connection with sales to or through the persons described above. Purchasers purchasing net of some or all of the Broker-Dealer Fees will receive Bonds in principal amount of \$1,000 per Bond purchased.

Either through this offering or subsequently on any secondary market, affiliates of our Company may buy Bonds if and when they choose. There are no restrictions to these purchases. Affiliates that become Bondholders will have rights on parity with all other Bondholders.

Who May Invest

We will offer and sell the Bonds in reliance on an exemption from the registration requirements of the Securities Act and state securities laws pursuant to Rule 506(c) of Regulation D of the Securities Act. Accordingly, sales of the Bonds will be strictly limited to persons who (i) are verified to be “accredited investors” as defined pursuant to Rule 501(a) of Regulation D and (ii) meet the requirements and make the representations set forth below and in the Subscription Agreement. We reserve the right, in our sole discretion, to reject any subscription based on any information that may become known or available to us about the suitability of a prospective investor (an “*Investor*”) or for any other reason.

An investment in the Bonds involves a high degree of risk and is suitable only for persons of substantial financial means who have no need for liquidity in this investment. Only Investors who (i) are verified to be “accredited investors” and (ii) meet the requirements and make the representations set forth below and in the Subscription Agreement may acquire Bonds. The written representations you make will be reviewed to determine your suitability.

The Investor Suitability Requirements stated below represent minimum suitability requirements established for investors in Bonds. However, your satisfaction of these requirements will not necessarily mean that the Bonds are a suitable investment for you, or that we will accept you as a Bondholder. Furthermore, we may modify such requirements in our sole discretion, and such modifications may raise the suitability requirements for Investors.

You must represent in writing that you meet, among others, all of the following requirements (the “*Investor Suitability Requirements*”):

(a) You have received, read and fully understand the Memorandum and are basing your decision to invest solely on the information contained in the Memorandum. You have relied only on the information contained in the Memorandum and have not relied on any representations made by any other person.

(b) You have such knowledge of, and experience in, financial and business matters as to be capable of:

(i) evaluating the merits and risks of, and bearing the economic risks entailed by, an investment in the Company; and

(ii) protecting his, her or its interests in connection with that investment. You acknowledge that an investment in the Company involves a high degree of risk.

(c) You may be required to hold the Bonds indefinitely or to transfer the Bonds in “private placements” that are exempt from registration under the Securities Act, in which event the transferee will acquire “restricted securities” subject to the same limitations as in the hands of an Investor. You acknowledge that, as a consequence, you must bear the economic risks of the investment in the Bonds for an indefinite period of time.

(d) You understand that the Bonds are, and will remain, illiquid. You have reviewed your financial condition and commitments and discussed those matters with advisors to the extent that you consider necessary. Based on that review, you are satisfied that you (A) have adequate means of providing for your financial needs without

selling, transferring or otherwise disposing of any the Bonds and (B) are capable of bearing the economic risk of (y) investing in the Bonds for an indefinite period of time and (z) the possible loss of all or part of your investment in the Bonds.

(e) You are acquiring the Bonds for your own account, and not with a view to, or for, resale or distribution in violation of the Securities Act, the securities laws of any U.S. state or the securities Laws of any other applicable jurisdiction. No individual, corporation, association, partnership, estate, trust or any other entity or organization (a “**Person**”) has a direct or indirect beneficial interest in the Bonds to be issued to you under the Operating Agreement and, other than the Operating Agreement, you do not have any contract, understanding, agreement or arrangement with any Person to sell, assign, transfer or otherwise dispose of any the Bonds to any Person.

(f) You are an “accredited investor” as defined in Rule 501(a) of Regulation D under the Securities Act if you meet one of the following tests you qualify as an accredited investor:

(i) you are a natural person who has had individual income in excess of \$200,000 in each of the two most recent years, or joint income with your spouse (or spousal equivalent) in excess of \$300,000 in each of these years, and have a reasonable expectation of reaching the same income level in the current year;

(ii) you are a natural person and your individual net worth, or joint net worth with your spouse (or spousal equivalent), exceeds \$1,000,000 at the time you purchase the Bonds (please see below on how to calculate your net worth);

(iii) you are an executive officer, director, trustee, general partner or advisory board member of the issuer or a person serving in a similar capacity as defined in the Investment Company Act, or a manager or executive officer of the general partner of the issuer;

(iv) you are an investment adviser registered pursuant to Section 203 of the Investment Advisers Act or an exempt reporting adviser as defined in Section 203(1) or Section 203(m) of that act, or an investment adviser registered under applicable state law.

(v) you are an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, the Code, a corporation, a Massachusetts or similar business trust or a partnership or a limited liability company, not formed for the specific purpose of acquiring the Bonds, with total assets in excess of \$5,000,000;

(vi) you are an entity, with investments, as defined under the Investment Company Act, exceeding \$5,000,000, and you were not formed for the specific purpose of acquiring the Bonds;

(vii) you are a bank or a savings and loan association or other institution as defined in the Securities Act, a broker or dealer registered pursuant to Section 15 of the Exchange Act, an insurance company as defined by the Securities Act, an investment company registered under the Investment Company Act, or a business development company as defined in that act, any Small Business Investment Company licensed by the Small Business Investment Act of 1958, any Rural Business Investment Company as defined in the Consolidated Farm and Rural Development Act of 1961 or a Private Business Development Company as defined in the Investment Advisers Act;

(viii) you are an entity with investments of not less than \$5,000,000 (including an Individual Retirement Account trust) in which each equity owner is an accredited investor;

(ix) you are a trust with total assets in excess of \$5,000,000, your purchase of the Bonds is directed by a person who either alone or with his purchaser representative(s) (as defined in Regulation D promulgated under the Securities Act) has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment, and you were not formed for the specific purpose of investing in the Bonds;

(x) you are a family client of a family office, as defined in the Investment Advisers Act, with total assets not less than \$5,000,000, your purchase of the Bonds is directed by a person who has such

knowledge and experience in financial and business matters that the family office is capable of evaluating the merits and risks of the prospective investment, and the family office was not formed for the specific purpose of investing in the Bonds;

(xi) you are a “family office,” as defined in Rule 202(a)(11)(G)-1 of the Investment Advisers Act, with (i) assets under management in excess of \$5.0 million, (ii) that is not formed for the specific purpose of acquiring the securities offered and (iii) whose prospective investment is directed by a person who has the knowledge and experience capable of evaluating the merits and risks of the prospective investment will now qualify as an accredited investor; or

(xii) you are a holder in good standing of certain professional certifications or designations, including the Financial Industry Regulatory Authority, Inc. Licensed General Securities Representative (Series 7), Licensed Investment Adviser Representative (Series 65), or Licensed Private Securities Offerings Representative (Series 82) certifications.

(g) You also certify that neither you nor any subsidiary, affiliate, owner, shareholder, partner, member, indemnitor, guarantor or related person or entity:

(i) is a Sanctioned Person (as defined below);

(ii) has more than 15% of its assets in Sanctioned Countries (as defined below); or

(iii) derives more than 15% of its operating income from investments in, or transactions with Sanctioned Persons or Sanctioned Countries.

For purposes of the foregoing, a “**Sanctioned Person**” means: (a) a person named on the list of “specially designated nationals” or “blocked persons” maintained by the U.S. Office of Foreign Assets Control (“**OFAC**”) at <https://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>, or as otherwise published from time to time; or (b) (i) an agency of the government of a Sanctioned Country, (ii) an organization controlled by a Sanctioned Country or (iii) a person residing in a Sanctioned Country, to the extent subject to a sanctions program administered by OFAC.

A “**Sanctioned Country**” shall mean a country subject to a sanctions program identified on the list maintained by **OFAC** and available at <https://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>, or as otherwise published from time to time.

NOTE: For the purposes of calculating your net worth, Net Worth is defined as the difference between total assets and total liabilities. This calculation must exclude the value of your primary residence and may exclude any indebtedness secured by your primary residence (up to an amount equal to the value of your primary residence). In the case of fiduciary accounts, net worth and/or income suitability requirements may be satisfied by the beneficiary of the account or by the fiduciary, if the donor or grantor is the fiduciary and the fiduciary directly or indirectly provides funds for the purchase of the Bonds.

SEC Rule 506(c) of Regulation requires an issuer to take “reasonable steps” to verify that each investor in this offering is an accredited investor as defined by Rule 501(a) of Regulation D. If an investor does not provide information reasonably required by the Company to verify the accredited status of the Investor, or if the Company does not believe an investor’s accredited status has been verified, then the investor will not be permitted to invest, regardless of whether the investor is actually accredited. The Subscription Agreement requires a prospective investor to submit such verification information to the Company, our Managing Broker-Dealer, or any third party verification service selected by the Company.

IF YOU DO NOT MEET THE REQUIREMENTS DESCRIBED ABOVE, IMMEDIATELY RETURN THIS MEMORANDUM TO US OR THE APPLICABLE SELLING GROUP MEMBER. IN THE EVENT YOU DO NOT MEET SUCH REQUIREMENTS, THIS MEMORANDUM WILL NOT CONSTITUTE AN OFFER TO SELL BONDS TO YOU.

Discretion of the Company and Sponsor. The Investor Suitability Requirements stated above represent minimum suitability requirements, as established by the Company and our Sponsor, for the Bondholders. Accordingly, the satisfaction of applicable requirements by an Investor will not necessarily mean that the Bonds are a suitable investment for such Investor, or that the Company or our Sponsor will accept the Investor as a subscriber. Furthermore, the Company and our Sponsor may modify such requirements at its sole and absolute discretion for all or certain Investors, and any such modification may raise the suitability requirements for Investors; provided, however that no modification will permit a non-accredited investor, or an accredited investor for whom the Company has not taken reasonable steps to verify accredited status, to invest in this offering.

The written representations you make will be reviewed to determine your suitability. The Company and our Sponsor may, in their sole and absolute discretion, refuse a subscription for Bonds if either believes that an Investor does not meet the applicable Investor Suitability Requirements, the Bonds otherwise constitute an unsuitable investment for the Investor, or for any other reason.

How to Invest

Subscription Agreement

If, after carefully reading this entire Memorandum, including the information incorporated by reference herein, obtaining any other information available hereby and being fully satisfied with the results of pre-investment due diligence activities, you would like to purchase Bonds, you should complete and sign the Subscription Agreement as attached hereto as **Exhibit B**. All investors will be required to complete and execute a Subscription Agreement. The Subscription Agreement may be submitted in paper form or electronically. Paper subscriptions should be delivered to Adamantium Capital, LLC, Attn: Investor Relations, 18575 Jamboree Road, Suite 830, Irvine, California 92612. Subscriptions may also be submitted electronically. Generally, when submitting a Subscription Agreement electronically, a prospective investor will be required to agree to various terms and conditions by checking boxes and to review and electronically sign any necessary documents. You may pay the purchase price for your Bonds by check, ACH or wire of your subscription purchase price in accordance with the instructions in the Subscription Agreement. ACH payments are the Company's preferred method of subscription payment delivery. An investor must purchase at least the applicable Minimum Purchase; however, the Company, in its sole discretion, reserves the right to accept smaller purchase amounts and furthermore, we reserve the right, in our sole and absolute discretion, to allow Bondholders that are immediate family members to aggregate their principal amount of Bonds held to collectively meet the Minimum Purchase for any applicable series of Bonds.. All checks should be made payable to "Adamantium Capital, LLC."

You will be required to represent and warrant in your Subscription Agreement or order form that you are an "accredited investor" as defined under Rule 501 of Regulation D. We are required as an issuer under SEC Rule 506(c) to take "reasonable steps" to verify that each investor in this offering is accredited. The Company, the Managing Broker-Dealer or the Company's affiliates will perform the accredited investor verification required by SEC Rule 506(c) for this offering, using verification methods deemed to be reasonable and satisfactory under Rule 506(c), and will provide a certificate prior to each closing certifying the accredited investor status of each investor. See "*Who May Invest*" for more information. By completing and executing your Subscription Agreement or order form you will also acknowledge and represent that you have received a copy of this Memorandum, you are acquiring the Bonds for your own account and that your rights and responsibilities regarding your Bonds will be governed by the Form of Bond, each included as an exhibit to this Memorandum.

Upon receipt of the signed Subscription Agreement and full payment for the Bonds to be purchased, verification of your investment qualifications by the Company, and acceptance of the Investor's purchase by the Company (in our Sponsor's sole and absolute discretion), the Company will notify each Investor of receipt and acceptance of the purchase and issue a Bond in appropriate form. In the event the Company does not accept an Investor's purchase of the Bonds for any reason, the Company will promptly return the payment to such subscriber.

Our Company will conduct closings, the "***closing dates***," and each, a "***closing date***," in this offering to be scheduled at our discretion until the offering termination. Once a subscription has been submitted and accepted by the Company, an investor will not have the right to request the return of its subscription payment prior to the closing date. If any such subscriptions are received on a closing date but not accepted by the Company prior to such closing, any such subscriptions will be closed on the next closing date. It is expected that settlement will occur on the same day as

each closing date. If the Company is dissolved or liquidated after the acceptance of a subscription, the respective subscription payment will be returned to the subscriber.

Instructions for subscribing for the Bonds are in the Subscription Agreement. All subscription payments should be payable and completed as follows:

Wire or ACH:

Receiving Financial Institution:	Amarillo National Bank
Routing Number:	111300958
Beneficiary:	Adamantium Capital, LLC
Beneficiary Address:	18575 Jamboree Road, Suite 830, Irvine, California 92612
Account Number:	322199

Mail:

All checks should be made payable to “Adamantium Capital, LLC” and sent to Adamantium Capital, LLC, Attn: Investor Relations, 18575 Jamboree Road, Suite 830, Irvine, California 92612.

Book-Entry, Delivery and Form

The Bonds purchased will be registered in book-entry form on our books and records. The ownership of Bonds will be reflected on our books and records.

Book-Entry Format

Under the book-entry format, we, as paying agent, will pay interest or principal payments directly to beneficial owners of Bonds.

Registrar and Paying Agent

We are the designated paying agent with respect to the Bonds, and as such, will make payments on the Bonds. The Bonds will be issued in book-entry form only, evidenced by global certificates.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS OF OUR SPONSOR

All of the net proceeds of this offering will be used to provide advances under the Adamantium Loan Agreement. The payment of or reimbursement of selling commissions and other fees, expenses and uses as described throughout this offering circular will be made by our Sponsor. The Company will experience a relative increase in liquidity as we receive additional proceeds from the sale of Bonds and a relative decrease in liquidity as we use the net offering proceeds to provide advances to our Sponsor under the Adamantium Loan Agreement. The Company expects the net proceeds of this offering will be kept briefly, if at all, in demand deposit accounts at a domestic insured depository prior to deployment as an advance to our Sponsor under the Adamantium Loan Agreement. As such, the financial information presented in this section and the financial statements pertain to our Sponsor. The following discussion contains forward-looking statements that reflect our Sponsor's future plans, estimates, beliefs, and expected performance. These forward-looking statements are dependent upon events, risks, and uncertainties that may be outside of our Sponsor's control. Our Sponsor's actual results could differ materially from those disclosed in these forward-looking statements. Factors that could cause or contribute to such differences include those described in "Risk Factors," "Cautionary Statement Regarding Forward-Looking Statements," and elsewhere in this Memorandum. Our Sponsor's historical results are not necessarily indicative of the results that may be expected for any period in the future.

Overview

Our Sponsor operates in the oil and gas industry and executes on a three-pronged strategy involving (i) direct drilling operations of operated working interests (ii) the acquisition of royalty assets, and (iii) the acquisition of non-operated working interest assets. Our Sponsor's direct drilling operations are currently primarily focused on development efforts in the Williston Basin in North Dakota and Montana and the Powder River and Denver Julesburg Basins in Wyoming. Our Sponsor's royalty and working interest acquisitions center around a variety of assets, including mineral interests, leasehold interests, overriding royalty interests, and perpetual royalty interests. These efforts have historically targeted assets in the Williston, Permian, Powder River, Uinta, and Denver-Julesburg Basins. Our Sponsor is agnostic as to geography and prioritizes operational and asset potential when executing on its strategy.

Our Sponsor began operations in 2019 with the development of its specialized software system, which our Sponsor has designed and improved over time to support its ability to identify, analyze, underwrite, transact, and manage its oil and gas assets. In 2019, our Sponsor acquired its first mineral interest asset and began to generate revenue. In 2020, our Sponsor expanded its operations and team to include specialists across a variety of key focus areas. From 2020 to 2025, our Sponsor experienced significant growth in operations. For example, in 2020, the E&P operators of our properties operated 725 gross and 2.8 net productive development wells on the acreage underlying our mineral and royalty interests, and the total acreage underlying our gross and net royalty interests was 177,824 and 1,506, respectively. In the five years since then, the E&P operators of our Sponsor's properties have operated additional gross and net productive development wells on the acreage underlying our Sponsor's mineral and royalty interests, of which approximately 508 gross and 62.9 net productive development wells were drilled during the year ended December 31, 2025 alone. Furthermore, our Sponsor's total production for the year ended December 31, 2020 was under 0.2 million Boe as compared to approximately 9.9 million Boe for the year ended December 31, 2025. In the same period, our Sponsor's number of employees grew from 21 at December 31, 2020 to 189 at March 31, 2026. Additionally, our Sponsor commenced direct drilling operations and spudded its first wells in the third quarter of 2023; our Sponsor's first owned well commenced hydrocarbon production in January 2024 and, as of March 31, 2026, our Sponsor has drilled a total of 135 gross and 123.2 net producing development and injection wells. Our Sponsor expects these direct drilling operations to be a core component of our business strategy going forward.

Since our Sponsor's initial mineral interest asset acquisition in 2019, our Sponsor has leveraged its specialized software system and experienced management team to identify asset opportunities that fit its desired criteria and potential for returns. While our Sponsor evaluates and acquires a wide variety of assets, it has historically prioritized assets with potential for high monthly recurring cash flows and primarily target assets that have a potential payback within the short to medium term and long-term cash flows.

Since 2019, our Sponsor has completed over 3,500 mineral, royalty, and leasehold interest acquisitions from landowners and other mineral interest owners. Over that period, in addition to completing numerous small

transactions, our Sponsor completed more than 56 transactions larger than 1,000 NMAs that account for a significant portion of our Sponsor's NMAs. Our Sponsor has acquired mineral, royalty, and leasehold interests from individuals, families, trusts, partnerships, small minerals aggregators, minerals brokers, large private minerals companies, private oil and gas E&P companies, and public minerals companies. Our Sponsor also actively manages its portfolio of assets.

Following the acquisition of an asset, our Sponsor typically shares in the proceeds of the natural resources extracted and sold by a third-party E&P operator. For certain assets, our Sponsor operates its own direct drilling operations through PhoenixOp.

For the years ended December 31, 2023, 2024, and 2025, our Sponsor had revenue of \$118.1 million, \$281.2 million, and \$687.2 million, respectively, net income (loss) of \$(16.2) million, \$(24.8) million, and \$66.1 million, respectively, and EBITDA of \$65.9 million, \$150.7 million, and \$403.6 million, respectively. As of December 31, 2023, 2024, and 2025, our Sponsor had total assets of \$493.2 million, \$1,029.1 million, and \$1,806.8 million, respectively, total liabilities of \$498.0 million, \$1,063.1 million, and \$1,728.6 million, respectively (inclusive of total indebtedness of \$447.9 million, \$987.9 million, and \$1,529.9 million, respectively), and retained earnings (accumulated deficit) of \$(9.7) million, \$(34.5) million, and \$29.7 million, respectively. Through 2025, our Sponsor incurred a significant amount of debt in order to accelerate the growth of its business by acquiring additional assets and establishing its direct drilling operations. As a result, our Sponsor's cash flows from operations alone would not have been sufficient to service required cash interest and principal payment obligations under its then-existing debt and cash distributions on its preferred equity in 2025. Furthermore, as of December 31, 2025, our Sponsor estimates that it will need to make approximately \$1,064.1 million and \$2,167.3 million in capital expenditures to develop all its proved and probable undeveloped reserves, respectively, and that it will need to raise approximately \$669.8 million in additional capital through the end of 2028 to fund such development. Although our Sponsor expects its cash flows from operations to be sufficient to service cash interest and principal payment obligations under its debt arrangements and cash distributions on its preferred equity for the foreseeable future, there can be no assurance as to the sufficiency of its cash flows for that purpose, and our Sponsor's current development plan contemplates capital expenditures in excess of operating cash flow in certain periods, and our Sponsor does not expect such cash flows alone to be adequate to fund both its debt service obligations and the development of its reserves. Therefore, our Sponsor expects to require additional capital to fund its growth and may require additional liquidity to service its debt. Our Sponsor regularly evaluates its capital structure and liquidity profile to maintain appropriate financial flexibility while executing its development plan. As a result, our Sponsor may use the proceeds of additional debt, including the Bonds offered hereby and loaned to our Sponsor through the Adamantium Loan Agreement, to make interest and principal payments on our Sponsor's existing debt. See *“Risk Factors—Risks Related to the Bonds and this Offering— Despite our Sponsor’s current level of indebtedness, our Sponsor will still be able to incur substantially more debt. This could further exacerbate the risks to our Sponsor’s financial condition and ability to repay advances under the Adamantium Loan Agreement described above”* and *“Use of Proceeds.”*

GENERAL INFORMATION ABOUT OUR COMPANY

Adamantium Capital, LLC, a Delaware limited liability company, was formed on June 21, 2023 as a wholly owned financing subsidiary of our Sponsor, Phoenix Energy One, LLC, to undertake financing efforts under Regulation D and subsequently loan amounts to our Sponsor and/or its subsidiaries as needed. We offer high net worth individuals unsecured bonds pursuant to an offering under Rule 506(c) of Regulation D and do not expect to undertake financing efforts under Regulation A. In connection with our financing efforts, we entered into a loan agreement with our Sponsor, dated September 13, 2023 (as amended, the “*Adamantium Loan Agreement*”), which provides for us to loan up to a maximum principal amount of \$609,300,000 in one or more advances to our Sponsor and Phoenix Operating LLC (“*PhoenixOp*”), comprising \$600.0 million from the proceeds of Adamantium Bonds and \$9.3 million from the proceeds of the Adamantium Secured Note. The Adamantium Loan Agreement is secured by junior mortgages (junior to the Fortress Credit Agreement or other senior secured indebtedness) on certain properties owned by our Sponsor and its subsidiaries. For example, these mortgages are junior to our Sponsor’s \$525.0 million aggregate principal amount outstanding under that certain Amended and Restated Senior Secured Credit Agreement, dated as of August 12, 2024 (as amended by that certain Limited Waiver and Amendment No. 1 to Amended and Restated Senior Secured Credit Agreement, dated as of October 25, 2024, that certain Limited Waiver and Amendment No. 2 to Amended and Restated Senior Secured Credit Agreement, dated as of November 1, 2024, that certain Limited Waiver and Amendment No. 3 to Amended and Restated Senior Secured Credit Agreement, dated as of December 18, 2024, that certain Limited Waiver and Amendment No. 4 to Amended and Restated Senior Secured Credit Agreement, dated as of April 16, 2025, that certain Limited Waiver and Amendment No. 5 to Amended and Restated Senior Secured Credit Agreement, dated as of June 26, 2025, that certain Limited Waiver and Amendment No. 6 to Amended and Restated Senior Secured Credit Agreement, dated as of August 1, 2025, that certain Amendment No. 7 to Amended and Restated Senior Secured Credit Agreement, dated as of October 27, 2025, that certain Amendment No. 8 to Amended and Restated Senior Secured Credit Agreement, dated as of February 12, 2026, and as the same may be amended and supplemented from time to time, the “*Fortress Credit Agreement*”), with PhoenixOp, as borrower, each of the lenders from time to time party thereto, and Fortress Credit Corp. (“*Fortress*”), as administrative agent for the lenders, which consists of a \$100.0 million term loan, borrowed in full on August 12, 2024; a \$35.0 million delayed draw term loan facility, borrowed in full on October 11, 2024; a \$115.0 million term loan, borrowed in full on December 18, 2024; a \$25.0 million term loan, borrowed in full on April 16, 2025; a \$25.0 million delayed draw term loan facility, borrowed in full on May 9, 2025; a \$100 million term loan, borrowed in full on August 1, 2025; a \$50.0 million term loan, borrowed in full on October 27, 2025; a \$75.0 million term loan borrowed in full on February 12, 2026; and a \$225.0 million delayed draw term loan facility, that is uncommitted and undrawn as of the date hereof, each of which is secured by a senior security interest in all of the assets of Phoenix Equity (as defined herein) and its subsidiaries, including us.

The proceeds of advances under the Adamantium Loan Agreement will be used (i) to make investments in PhoenixOp or to otherwise finance potential drilling and exploration operations, (ii) for continued acquisitions of mineral rights and non-operated working interests, as well as additional asset acquisitions, and (iii) for other general working capital needs, such as the payment of executive and employee salaries, general overhead, and operating costs, including payments on our Sponsor’s debt, and the acquisition of assets in the oil and gas space that are not mineral rights or non-operated working interests. The timing of any advances under the Adamantium Loan Agreement shall be contingent upon our receipt of proceeds from the sale of Bonds. Each advance may have a different term of maturity and interest rate to track the terms of the respective Bonds sold prior to such advance and to which such advance relates. To the extent the Bonds are accelerated or prepaid, in whole or in part, our Sponsor shall be obligated to pay or prepay, in whole or in part, all or any part of any outstanding indebtedness under the Adamantium Loan Agreement so as to satisfy the obligations and terms of the accelerated or prepaid Bonds. The Adamantium Loan Agreement is not a revolving facility and our Sponsor may not reborrow amounts repaid. We will use any amounts repaid under the Adamantium Loan Agreement to repay the corresponding Bonds.

This summary is qualified in its entirety by the Adamantium Loan Agreement, which is included as Exhibit C attached hereto. For additional information regarding the Adamantium Loan Agreement, please see “*Certain Relationships and Related-Party Transactions*” for more information.

Summary of the Limited Liability Company Agreement of Adamantium Capital, LLC

The Company is governed by the Adamantium Capital, LLC Limited Liability Company Agreement (the “*LLC Agreement*”), dated June 27, 2023. The following summarizes some of the key provisions of the LLC

Agreement. This summary is qualified in its entirety by the LLC Agreement itself, which is included as Exhibit A attached hereto.

Management

The LLC Agreement vests exclusive authority over the business and affairs of the Company in our Sponsor. Except as otherwise set forth in the LLC Agreement, our Sponsor shall have all rights and powers on behalf and in the name of the Company to perform all acts necessary and desirable to the objects and purposes of the Company. All determinations, decisions, and actions made or taken by our Sponsor shall be conclusive and binding upon the Company.

Classes of Ownership

The limited liability company interests in the Company consist of a class of common limited liability company interests held by our Sponsor.

Distributions

Our Sponsor shall cause the Company to distribute 100% of the Company's distributable cash to our Sponsor; provided however, that until such time as all obligations under any bonds issued by the Company pursuant to an offering thereof have been repaid in full, the Company shall not make any distributions to our Sponsor other than as required to offset the Company's tax liability.

Outside Business

Our Sponsor may engage in any business venture of any nature, similar or dissimilar to the business of the Company. The Company shall have no rights by virtue of the LLC Agreement to income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Company, shall not be deemed wrongful or improper. Our Sponsor shall not be obligated to present any particular investment opportunity to the Company and our Sponsor shall have the right to take for its own account any such particular investment opportunity.

Our Sponsor

Phoenix Energy One, LLC, a Delaware limited liability company, was formed on April 16, 2019, as Phoenix Capital Group Holdings, LLC, and our Sponsor legally changed its name to Phoenix Energy One, LLC on January 23, 2025. Our Sponsor is focused on oil and gas operations and executing on a three-pronged strategy involving the acquisition of royalty assets, acquisition of non-operated working interest assets, and direct drilling operations conducted through our Sponsor's wholly owned subsidiary, PhoenixOp. Pursuant to this strategy, our Sponsor purchases a variety of assets, including mineral interests, leasehold interests, overriding royalty interests, and perpetual royalty interests. While our Sponsor has primarily targeted assets in the Williston Basin, Permian Basin, Powder River, and the Denver-Julesburg Basin, it is agnostic to geography and prioritizes asset potential in executing on its acquisition strategy.

Our Sponsor leverages its specialized software system and experienced management team to identify asset opportunities that fit its desired criteria and potential for returns. Our Sponsor prioritizes assets with potential for high monthly recurring cash flows and primarily targets assets that have a potential payback period of 12-48 months and long-term (often more than 20 years) lifetime cash flows. To help identify and prioritize assets with such potential, our Sponsor developed a software system in 2019. The software system is designed to be scalable and process inputs from a variety of internal and external sources, and supports our Sponsor's ability to identify, analyze, underwrite, and formally transact in the purchasing of oil and gas assets. The software system operates across three key facets of our business:

- 1. Asset Discovery** – The data-driven system has customized inputs that are selected by management to pull in and incorporate data sets from multiple third-party sources through custom application interfaces (“*APIs*”) that automatically retrieve updated information on a regular basis. For example, the system retrieves detailed land and title data and well-level data including operator, production metrics, well status, dates of activities, well-specific activities and historical reporting. The software system compiles

these inputs and creates dashboards that can be accessed by management to analyze and review granular data on an asset-by-asset level. These dashboards present certain key information, including, among others, the geography of the asset, the estimated probability of future oil wells, the estimated predictability of the timing and value of cash flows, and local and national oil prices. Our Sponsor believes this process provides it with key market intelligence and insights, tailored to prioritize asset traits curated and targeted by management, to identify and rank potential assets. Our Sponsor believes this provides it with a competitive advantage because it is able to identify potentially valuable assets, based on its own hierarchy and prioritization of asset traits and data inputs, which may otherwise be overlooked by other industry participants.

2. **Asset Grading and Estimates** – The outputs from the asset discovery process are then run through a discounted cash flow model, using management inputs for discount rate and the price of oil to generate asset value and pricing estimates. The software system grades these assets based on our Sponsor’s management’s desired target criteria for high probability of high near-term cash flow and generates a summary version of assets to prospect for acquisition for our sales team. The system also generates an acquisition price for each asset, which informs the sales team as to the maximum price that our Sponsor may be willing to offer in any prospective transaction. This process is used to further characterize high-priority targets for sales and acquisition efforts.
3. **Asset Acquisition** – Based on our Sponsor’s management input, the software system then routes the pricing and asset information from the asset grading and estimates process through an automated document generator to create customized, asset-specific document packages for utilization and distribution by our Sponsor’s sales team. The workflow for these document packages is then processed and monitored using our Sponsor’s internally developed software, which distributes the documents to our Sponsor’s operations team for the preparation of an offering and sale package, which is then delivered to the prospective seller. Using relationship management features within our Sponsor’s internally developed software, our Sponsor’s sales team is able to record notes and each opportunity can be tracked from its original data upload through the lifecycle of the sales process.

While the data inputs utilized by our Sponsor’s software system are largely based on public information, considerable customization and coding has been undertaken to generate a system that our Sponsor can successfully leverage in its business. This software was designed and built by our Sponsor to address its specific needs, and our Sponsor is not aware of a similar competitive product. Our Sponsor relies on trade secret laws to protect its software system and does not own any registered copyright, patent or other intellectual property rights regarding its software. However, our Sponsor believes the investment of significant monetary and intellectual resources have created a system that would be difficult to replicate. Our Sponsor currently has no intention of licensing or selling the software. See *“Risk Factors – Risks Related to Legal, Regulatory, and Environmental Matters—Our Sponsor does not currently own any registered intellectual property rights relating to its software system and may be subject to competitors developing the same technology.”*

Following the acquisition of an asset, our Sponsor typically shares in the proceeds of the natural resources extracted and sold by a third-party oil and gas operator. For certain assets, our Sponsor operates its own direct drilling operations through PhoenixOp. Throughout 2024 and 2025, our Sponsor increased the extent to which it runs its own direct drilling operations and expects to continue to grow its drilling activities going forward. Our Sponsor intends to actively drill and develop select assets in an effort to maximize value and resource potential, and our Sponsor will generally seek to increase its production, reserves, and cash flow from operations over time. Our Sponsor has identified a number of potential drilling locations that it believes have the potential for attractive growth and opportunities. In accordance with that business plan, our Sponsor acquired its second drilling rig in October 2024 and acquired its third drilling rig in April 2025. As our Sponsor relies more on its own direct drilling operations, our Sponsor’s capital expenditures and operating expenses have also increased significantly, and our Sponsor expects this increase in capital and operating expenses to continue as compared to its previous business model, which relied heavily on royalty and working interest acquisitions. As such, our Sponsor expects to have increased needs for additional capital in excess of cash flows from operating activities in order to fund the growth of its business and the development of its reserves. Our Sponsor expects to require additional outside funding, including through the Adamantium Loan Agreement, to successfully execute this business strategy. Although our Sponsor believes that running its own direct drilling operations will require significantly greater funds than partnering with a third-party operator, our Sponsor believes

that this strategy will provide greater control of cashflow, increased revenue, and larger potential for shorter payback periods as compared to returns on royalty assets and working interest assets. Our Sponsor expects that this shift in its business model will allow it to capture more of the upside from the use of its specialized software system. Our Sponsor expects that capital needs will be met in the near to medium term by capital contributions to PhoenixOp by our Sponsor, which our Sponsor expects to fund from time to time in varying amounts through a combination of assets, cash from operations, and the proceeds from unregistered debt offerings, the proceeds of the Adamantium Loan Agreement, the proceeds of debt procured by any future subsidiary lender to our Sponsor, and the Fortress Credit Agreement. The funding of additional amounts to PhoenixOp by our Sponsor is not subject to specific milestones or triggering events, but instead will be guided by the business judgment of our Sponsor and PhoenixOp in order to execute on our Sponsor's intended business plan. Our Sponsor intends to make such capital contributions to PhoenixOp until such time as PhoenixOp procures its own financing, if any, or has sufficient cash from operations to operate without supplemental financing from our Sponsor. As of March 31, 2026, our Sponsor had contributed approximately \$421.7 million in cash and \$64.4 million in lease assets to PhoenixOp. Leases are contributed to PhoenixOp at a value equal to our Sponsor's cost of acquisition of the contributed asset, and our Sponsor anticipates contributing additional oil and gas properties to PhoenixOp in the future. Leases are generally contributed in order for PhoenixOp to operate extraction activities on such assets with the requisite title and permissions. Our Sponsor expects to only contribute oil and gas properties to PhoenixOp that are located in an area where our Sponsor owns or leases enough continuous productive acreage to support meaningful mineral extraction activities. Whether and when our Sponsor has properties it decides to contribute to PhoenixOp will depend on, among other things, our Sponsor's ability to acquire properties from multiple owners, the amount and quality of mineral reserves discovered on such properties, the presence of or proximity to third-party operators with existing extraction activities and the suitability of the area's topography for drilling and operating producing wells. PhoenixOp is currently a borrower under certain of our Sponsor's loan agreements, including the Fortress Credit Agreement and the Adamantium Loan Agreement, and could borrow amounts under such agreements directly.

Our Sponsor's Current Indebtedness

Summary of the Fortress Credit Agreement

Our Sponsor and PhoenixOp, as borrower, entered into the Fortress Credit Agreement with Fortress on August 12, 2024. The Fortress Credit Agreement provides for a \$100.0 million term loan facility (the "***Fortress Term Loan***"), borrowed in full on August 12, 2024, and a \$35.0 million delayed draw term loan facility, which was borrowed in full on October 11, 2024 (any loans thereunder, together with the Fortress Term Loan, the "***Fortress Tranche A Loans***"). On December 18, 2024, the Fortress Credit Agreement was amended to, among other things, provide for a new tranche of term loans (the "***Fortress Tranche C Loan***") in an aggregate principal amount of \$115.0 million that was borrowed in full on December 18, 2024. On April 16, 2025, the Fortress Credit Agreement was further amended to, among other things, establish a new tranche of term loans (the "***Fortress Tranche D Loans***") in an aggregate principal amount of \$50.0 million, with \$25.0 million aggregate principal amount borrowed on April 16, 2025 and \$25.0 million aggregate principal amount funded on a delayed draw basis in full on May 9, 2025. On August 1, 2025, the Fortress Credit Agreement was further amended to, among other things, establish a new tranche of term loans (the "***Fortress Tranche E Loans***") in an aggregate principal amount of \$100.0 million that was borrowed in full on August 1, 2025. The Fortress Credit Agreement also includes a \$15.0 million tranche of loans (the "***Fortress Tranche B Loan***") and a \$6.5 million tranche of loans (the "***Fortress Tranche F Loan***"). On October 27, 2025, the Fortress Credit Agreement was further amended to, among other things, establish a new tranche of term loans in an aggregate principal amount of \$350.0 million, with \$50.0 million aggregate principal amount borrowed on October 27, 2025 and \$300.0 million aggregate principal amount funded on a delayed draw basis that is uncommitted and undrawn (the "***Fortress Tranche G Loan***"). On February 12, 2026, the Fortress Credit Agreement was further amended to, among other things, provide for a new \$75.0 million facility (together with the Fortress Tranche A Loans, Fortress Tranche B Loan, the Fortress Tranche C Loan, the Fortress Tranche D Loans, the Fortress Tranche E Loans, the Fortress Tranche F Loan, and the Fortress Tranche G Loan, the "***Fortress Loans***"), which was borrowed in full on February 12, 2026, subsequently reducing the amount available under the Fortress Tranche G Loan to \$225.0 million. The Fortress Tranche B Loan and Fortress Tranche F Loan each represent a contingent principal obligation that is only due and payable (together with accrued interest thereon) if subject to certain exceptions, either (a) our Sponsor has not paid in full all outstanding principal and accrued interest on the Fortress Loans in cash by December 18, 2027 or (b) an Event of Default (as defined in the Fortress Credit Agreement) has occurred resulting from the failure to pay principal or interest when due under the terms and conditions of the Fortress Credit Agreement.

Borrowings under the Fortress Credit Agreement bear interest at a rate *per annum* equal to Term SOFR (as defined in the Fortress Credit Agreement) plus 0.10% plus 7.00%. Interest on the Fortress Tranche A Loan, Fortress Tranche C Loan, Fortress Tranche D Loan, Fortress Tranche E Loan, and the \$75.0 million term loan borrowed in February 2026, is payable quarterly in arrears. The outstanding principal amount of the Fortress Loans (including, if applicable, the Fortress Tranche B Loan and the Fortress Tranche F Loan) must be repaid as follows: (i) on October 31, 2027, \$262.5 million plus 50.0% of the aggregate principal amount of loans borrowed after February 2026 pursuant to the October 2025 Amendment, less the aggregate amount of all voluntary prepayments and mandatory prepayments made as of October 31, 2027; and (ii) the remaining aggregate outstanding principal amount on October 27, 2028. Obligations under the Fortress Credit Agreement are secured by substantially all of the assets of the Sponsor and its subsidiaries that have guaranteed the obligations of the obligors under the Fortress Credit Agreement, subject to certain exceptions.

Summary of the Adamantium Loan Agreement

On September 13, 2023, our Sponsor entered into the Adamantium Loan Agreement with us. On October 30, 2023, we, our Sponsor, and PhoenixOp entered into an amendment to the Adamantium Loan Agreement to add PhoenixOp as a borrower, on December 12, 2024 entered into another amendment to increase the loan amount thereunder, on January 3, 2025 entered into another amendment to redefine the “Senior Debt” therein, on January 24, 2025 entered into another amendment to modify the name of our Sponsor, on October 6, 2025 entered into another amendment to increase the loan amount thereunder, on February 12, 2026 entered into another amendment to increase the loan amount thereunder, and on March 16, 2026 entered into another amendment to increase the loan amount thereunder. Pursuant to the Adamantium Loan Agreement, we will loan up to an aggregate principal amount of \$609,300,000 to the Sponsor and PhoenixOp. There is no guarantee that we will raise \$600,000,000 of Bonds to fund advances to the Sponsor and PhoenixOp pursuant to the Adamantium Loan Agreement. Amounts loaned under the Adamantium Loan Agreement are secured by certain junior mortgage interests in various oil and gas properties owned by the Sponsor and PhoenixOp. Such junior mortgage interests are and will be junior to the Fortress Credit Agreement and other senior secured indebtedness. See “*Certain Relationships and Related-Party Transactions*” for more information.

In November 2024, we issued a \$7.0 million seven-year promissory note to an investor bearing interest at 16.5% per annum, which was subsequently amended on October 6, 2025 to increase the principal amount to \$8.6 million, and further amended on February 12, 2026 to increase the principal amount to \$9.3 million (the “***Adamantium Secured Note***,” and together with the Adamantium Bonds, the “***Adamantium Securities***”). The holder of the Adamantium Secured Note has the right to request redemption of its note at par, subject to a limit of \$5.0 million in aggregate principal amount of the Adamantium Secured Note in any 12-month period.

Unsecured Debt Obligations

This offering relates to up to a maximum of \$600,000,000 in the aggregate of bonds, which represent unsecured indebtedness, in an offering exempt from registration under the Securities Act pursuant to Rule 506(c) of Regulation D. As of March 31, 2026, our Sponsor had \$278 million of Existing Adamantium Bonds outstanding, and it is hereby offering an additional amount of Bonds up to the maximum amount of \$600,000,000 in the aggregate. The outstanding Existing Adamantium Bonds mature between January 2029 and May 2036.

As of March 31, 2026, our Sponsor had \$33.8 million in unsecured Regulation A debt obligations, \$35.5 million in unsecured Sponsor Exchange Note debt obligations, \$55.1 million in outstanding Sponsor Registered Notes, and \$7.66 million in outstanding unsecured Regulation D debt obligations. The Reg A Bonds have maturity dates of three years of the issue date and an interest rate of 9.0% *per annum*. The Sponsor Exchange Notes have maturities dates ranging from three to eleven years from the issue date and an interest rate of 9.0% to 12.0% *per annum*. The 2020 506(b) Bonds have initial maturity dates ranging from one to four years from the issue date and an interest rate of 5.0% *per annum*, and the outstanding 2020 506(b) Bonds matured in May 2025. The 2020 506(c) Bonds have maturity dates ranging from one to four years from the issue date and interest rates ranging from 13.0% to 15.0% *per annum*. The July 2022 506(c) Bonds have a maturity date of five years from the issue date and an interest rate of 11.0% *per annum*. The outstanding July 2022 506(c) Bonds mature between July 2027 and December 2027. The December 2022 506(c) Bonds have maturity dates ranging from three to seven years from the issue date and interest rates ranging from 10.0% to 12.0% *per annum*. The outstanding December 2022 506(c) Bonds mature between December 2025 and October 2030. The August 2023 506(c) Bonds have maturity dates ranging from one to eleven

years from the issue date and interest rates ranging from 9.0% to 14.0% *per annum*. The Sponsor Registered Notes have maturity dates ranging from three to eleven years from the issue date and interest rates ranging from 9.0% to 12.0% per annum. The unsecured Regulation A and Regulation D debt obligations are subordinated to advances made under the Adamantium Loan Agreement with respect to the assets securing the advances under Adamantium Loan Agreement. See “*Company Structure*.”

Our Sponsor’s Market Opportunity

Our Sponsor’s royalty and working interest acquisitions generally focus on specific subsets of mineral and leasehold assets in the United States. From a market perspective, our Sponsor focuses on highly attractive and defined basins, currently serviced by top-tier operators, with assets that our Sponsor believes will generate high near-term cash flow. All the assets our Sponsor seeks to acquire are purchased at what our Sponsor’s management believes are attractive price points and have a liquidity profile that is desirable in the secondary market. Our Sponsor generally seeks to acquire assets that have a near-term payback and long-term residual cash flow upside.

Our Sponsor’s Business Strategy

Our Sponsor’s three-pronged strategy centers around (i) direct drilling operations of operated working interests, (ii) the acquisition of royalty assets, and (iii) the acquisition of non-operated working interest assets.

Direct Drilling Operations

Our Sponsor currently runs its own direct drilling activities through PhoenixOp. Throughout 2024 and 2025, our Sponsor increased the extent to which it runs its own direct drilling operations and expects to continue to grow its drilling activities going forward. Our Sponsor intends to actively drill and develop select assets in an effort to maximize value and resource potential, and it will generally seek to increase its production, reserves, and cash flow from operations over time. Our Sponsor has identified a number of potential drilling locations that it believes have the potential for attractive growth and opportunities. In accordance with that business plan, our Sponsor acquired its second drilling rig in October 2024 and its third drilling rig in April 2025.

As our Sponsor relies more on its own direct drilling operations, its capital expenditures and operating expenses have also increased significantly, and it expects this increase in capital and operating expenses to continue as compared to its previous business model, which relied heavily on royalty and working interest acquisitions. As such, our Sponsor expects to have increased needs for additional capital in excess of cash flows from operating activities in order to fund the growth of its business and the development of its reserves. The pace of drilling activity is discretionary and may be adjusted based on commodity prices, capital market conditions, and internal rate-of-return thresholds. Our Sponsor expects to supplement operating cash flow with external capital sources, including through sales of the Bonds offered hereby and borrowing a corresponding amount under the Adamantium Loan Agreement, to successfully execute this business strategy. Although our Sponsor believes that running its own direct drilling operations will require significantly greater funds than partnering with a third-party operator, it believes that this strategy will provide greater control of cashflow, increased revenue, and larger Our Sponsor expects that these capital needs will be met in the near to medium term by capital contributions to PhoenixOp by our Sponsor, which it expects to fund from time to time in varying amounts through a combination of cash from operations and the proceeds from loans and offerings of debt and equity securities. As of March 31, 2026, our Sponsor had contributed approximately \$421.7 million in cash and \$64.4 million in lease assets to PhoenixOp. As of March 31, 2026, after giving effect to an increase in March 2026 in the amount permitted to be borrowed under the Adamantium Loan Agreement by \$200.0 million, our Sponsor had \$201.2 million available for it to borrow under the Adamantium Loan Agreement (assuming we are able to issue the corresponding amount of Adamantium Securities). Our Sponsor also continues to issue August 2023 506(c) Bonds and, as of March 31, 2026, after giving effect to an increase in March 2026 of the offering amount of the August 2023 506(c) Bonds by \$500.0 million, it had \$859.9 million of additional headroom until it reaches the announced target offering amount of \$2 billion. Furthermore, the Registration Statement related to our Sponsor’s continuous offering of up to \$750.0 million aggregate principal amount of Sponsor Registered Notes was declared effective on May 14, 2025, and as of March 31, 2026, it had \$693.3 million of additional headroom. Our Sponsor’s funding of additional amounts to PhoenixOp will not be subject to specific milestones or triggering events, but instead will be guided by our Sponsor’s business judgment in order to execute on its intended business plan. Our Sponsor intends to make such capital contributions to PhoenixOp until such time as PhoenixOp procures its own financing, if any, or has sufficient cash from operations to operate without supplemental financing from our Sponsor. PhoenixOp

is currently a borrower under certain of our Sponsor's loan agreements, including the Fortress Credit Agreement and Adamantium Loan Agreement, and could borrow amounts under such agreements directly. There is currently no committed amount of additional financing available under the Fortress Credit Agreement. Although we have issued over \$408.1 million of Adamantium Securities to date, there can be no assurance that we will be successful in issuing additional Adamantium Securities and our Sponsor utilizing then-available commitments under the Adamantium Loan Agreement.

Leases are contributed to PhoenixOp at a value equal to our Sponsor's cost of acquisition of the contributed asset, and our Sponsor anticipates contributing additional oil and gas properties to PhoenixOp in the future. Leases are generally contributed in order for PhoenixOp to operate extraction activities on such assets with the requisite title and permissions. Our Sponsor expects to only contribute oil and gas properties to PhoenixOp that are located in an area where it owns or leases enough continuous productive acreage to support meaningful mineral extraction activities. Whether and when our Sponsor has properties it decides to contribute to PhoenixOp will depend on, among other things, its ability to acquire properties from multiple owners, the amount and quality of mineral reserves discovered on such properties, the presence of or proximity to third-party operators with existing extraction activities, and the suitability of the area's topography for drilling and operating producing wells.

Royalty and Working Interest Acquisitions

Our Sponsor's royalty and working interest acquisitions, our Sponsor has developed a process for the identification, acquisition and monetization of its assets. Below is a general illustration of our Sponsor's process:

1. Our Sponsor's specialized software provides market intelligence to identify and rank potential assets and support our Sponsor's acquisition strategy and functions.
2. Our Sponsor makes contact with the owner of the asset and begins the conversation on how it can increase the value of the property for the owner.
3. Our Sponsor provides the potential seller with a packet detailing our Sponsor, industry data, property valuation, and an all-cash offer based on the valuation.
4. Our Sponsor's sales team engages the potential seller to discuss the terms of the sale and the value of the property.
5. Our Sponsor handles the closing of the property and the property is migrated to its portfolio.
6. Our Sponsor utilizes its land rights to extract natural resources from the property through third-party operators or determine to proceed with its own direct drilling operations.
7. Our Sponsor collects a portion of the revenue generated from the natural resources extracted and sold by a third-party operator. Our Sponsor's share of the revenue depends on the type of asset, either mineral rights or non-operated working interests, and the underlying contract with the third-party operator.
8. Our Sponsor continues to operate the property to extract the minerals through third-party operators or PhoenixOp until it decides to sell the property rights.

Separate from the ordinary royalty income assets, our Sponsor maintains a structural discipline to participate in non-operated working interests, in part for their tax benefits. Due to favorable U.S. Internal Revenue Service (the "IRS") treatment, marrying this asset class to our Sponsor's pure royalty income creates an augmented "write off" strategy whereby the balanced portfolio effectively creates little to no annual taxable income. Functionally, the transactions our Sponsor enters into are very similar to traditional real estate transactions with respect to the mechanics. A seller agrees to sell to our Sponsor, a purchase and sale agreement is executed, earnest money is conveyed, and manual diligence and title review is conducted as an audit function prior to closing. Upon closing, the funds are conveyed to the seller and the title is recorded by our Sponsor in the applicable jurisdiction. Assets can produce for upwards of 20 years; however, there is a considerable regression/depletion curve over the life of the asset. As such, our Sponsor tends to focus on wells that have recently begun producing or are likely to have new production

in the near term. Our Sponsor focuses on a closed-loop process from discovery to acquisition to long-term balance sheet ownership. Our Sponsor believes the recurring nature of these cash flows will allow for considerable scale without material increases in fixed overhead.

Phoenix Operating

Our Sponsor currently runs its direct drilling activities through PhoenixOp. Throughout 2024 and 2025, our Sponsor increased the extent to which it runs its own direct drilling operations and expects to continue to grow its drilling activities going forward. Our Sponsor intends to actively drill and develop select assets in an effort to maximize value and resource potential, and our Sponsor will generally seek to increase its production, reserves, and cash flow from operations over time. Our Sponsor has identified a number of potential drilling locations that it believes have the potential for attractive growth and opportunities. In accordance with that business plan, our Sponsor acquired its second drilling rig in October 2024 and its third drilling rig in April 2025.

Although our Sponsor believes that running its own direct drilling operations will require significantly greater funds than partnering with a third-party operator, our Sponsor believes that this strategy will provide greater control of cashflow, increased revenue, and larger potential for shorter payback periods as compared to returns on royalty assets and working interest assets. Our Sponsor expects that this shift in its business model will allow it to capture more of the upside from the use of our Sponsor's specialized software system. As of December 31, 2025, our Sponsor estimates that it will need to raise approximately \$669.8 million in additional capital through the end of 2028 to fund the development of its reserves.

Our Sponsor expects that such capital needs will be met in the near to medium term by capital contributions to PhoenixOp by our Sponsor, which our Sponsor expects to fund from time to time in varying amounts through a combination of cash from operations, the proceeds from unregistered debt offerings, the proceeds of the Adamantium Loan Agreement, the proceeds of debt procured by any future subsidiary lender to our Sponsor, and the Fortress Credit Agreement.

Our Sponsor's funding of additional amounts to PhoenixOp will not be subject to specific milestones or triggering events, but instead will be guided by our Sponsor's business judgment in order to execute on our Sponsor's intended business plan. Our Sponsor intends to make such capital contributions to PhoenixOp until such time as PhoenixOp procures its own financing, if any, or has sufficient cash from operations to operate without supplemental financing from our Sponsor. PhoenixOp is currently a borrower under certain of our Sponsor's loan agreements, including the Fortress Credit Agreement and Adamantium Loan Agreement, and could borrow amounts under such agreements directly.

Leases are contributed to PhoenixOp at a value equal to our Sponsor's cost of acquisition of the contributed asset, and our Sponsor anticipates contributing additional oil and gas properties to PhoenixOp in the future. Leases are generally contributed in order for PhoenixOp to operate extraction activities on such assets with the requisite title and permissions. Our Sponsor expects to only contribute oil and gas properties to PhoenixOp that are located in an area where it owns or leases enough continuous productive acreage to support meaningful mineral extraction activities. Whether and when our Sponsor has properties it decides to contribute to PhoenixOp will depend on, among other things, our Sponsor's ability to acquire properties from multiple owners, the amount and quality of mineral reserves discovered on such properties, the presence of or proximity to third-party operators with existing extraction activities, and the suitability of the area's topography for drilling and operating producing wells.

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following discussion is a summary of certain material U.S. federal income tax consequences relevant to the purchase, ownership and disposition of the Bonds issued pursuant to this offering, but does not purport to be a complete analysis of all potential tax consequences. The effects of other U.S. federal tax laws, such as estate and gift tax laws, and any applicable state, local or foreign tax laws are not discussed. The discussion is based upon the Internal Revenue Code of 1986, as amended (the “*Code*”), current, temporary and proposed U.S. Treasury regulations issued under the Code, or collectively the Treasury Regulations, the legislative history of the Code, Internal Revenue Service (the “*IRS*”) rulings, pronouncements, interpretations and practices, and judicial decisions now in effect, all of which are subject to change at any time. Any such change may be applied retroactively in a manner that could adversely affect a Bondholder. We have not sought and will not seek any ruling from the IRS regarding the matters discussed below. There can be no assurance the IRS or a court will not take a contrary position to that discussed below regarding the tax consequences of the purchase, ownership, and disposition of the Bonds.

This discussion is limited to holders who hold the Bonds as “capital assets” within the meaning of Section 1221 of the Code (generally, property held for investment). In addition, this discussion is limited to persons purchasing the Bonds for cash at original issue and at their original “issue price” within the meaning of Section 1273 of the Code (i.e., the first price at which a substantial amount of the Bonds is sold to the public for cash). This discussion does not address all U.S. federal income tax consequences relevant to a holder’s particular circumstances, including the impact of the Medicare contribution tax on net investment income. This discussion does not address all of the U.S. federal income tax consequences that may be relevant to a holder in light of such Bondholder’s particular circumstances or to Bondholders subject to special rules, including, without limitation:

- a broker-dealer or a dealer in securities or currencies;
- an S corporation;
- a bank, thrift or other financial institution;
- a regulated investment company or a real estate investment trust;
- an insurance company;
- a tax-exempt organization;
- a person subject to the alternative minimum tax provisions of the Code;
- a person holding the Bonds as part of a hedge, straddle, conversion, integrated or other risk reduction or constructive sale transaction;
- a partnership or other pass-through entity;
- a person deemed to sell the Bonds under the constructive sale provisions of the Code;
- a “controlled foreign corporation,” “passive foreign investment company” and corporations that accumulate earnings to avoid U.S. federal income tax;
- a person subject to special tax accounting rules as a result of any item of gross income with respect to the Bonds being taken into account in an applicable financial statement;
- a U.S. person whose “functional currency” is not the U.S. dollar; or
- a U.S. expatriate or former long-term resident.

As used herein, “U.S. Holder” means a beneficial owner of the Bonds that is, for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the U.S.;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the U.S., any state thereof or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust that (1) is subject to the primary supervision of a U.S. court and the control of one or more U.S. persons that have the authority to control all substantial decisions of the trust, or (2) has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

If an entity treated as a partnership for U.S. federal income tax purposes holds the Bonds, the tax treatment of an owner of the entity generally will depend upon the status of the particular owner and the activities of the entity. If you are an owner of an entity treated as a partnership for U.S. federal income tax purposes, you should consult your tax advisor regarding the tax consequences of the purchase, ownership and disposition of the Bonds.

THIS SUMMARY OF MATERIAL FEDERAL INCOME TAX CONSIDERATIONS IS FOR GENERAL INFORMATION ONLY AND DOES NOT CONSTITUTE TAX ADVICE. PROSPECTIVE INVESTORS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THE APPLICATION OF THE TAX CONSIDERATIONS DISCUSSED BELOW TO THEIR PARTICULAR SITUATIONS, POTENTIAL CHANGES IN APPLICABLE TAX LAWS AND THE APPLICATION OF ANY STATE, LOCAL, FOREIGN OR OTHER TAX LAWS, INCLUDING GIFT AND ESTATE TAX LAWS, AND ANY TAX TREATIES.

Tax Considerations Applicable to U.S. Holders

Interest

A U.S. Holder generally will be required to recognize and include in gross income any stated interest as ordinary income at the time it is paid or accrued on the Bonds in accordance with such holder's method of accounting for U.S. federal income tax purposes.

The Company may elect to extend the maturity date of the Bonds for up to two additional one-year periods, and the Bonds will bear interest at a rate 1.0% more than the original interest rate during the first one-year extension period and will bear interest at a rate 2.0% more than the original interest rate during the second one-year extension period. See "*Description of Bonds—Interest and Maturity.*" A Bond may be treated as issued with original issue discount ("**OID**") for U.S. federal income tax purposes if there are payments on the Bond which are not unconditionally payable in cash or in property, such as the additional interests payable during the extension periods. If a Bond is issued with OID, the U.S. Holder generally will be required to include OID in gross income (as ordinary income) on an annual basis under a constant yield accrual method, regardless of the regular method of accounting for U.S. federal income tax purposes, and as a result the U.S. Holder generally will include any OID in income in advance of the receipt of cash attributable to such income. However, solely for purposes of determining whether a Bond has OID, the Company will generally be deemed to exercise (or not exercise) any unconditional call option, such as the Company's option to extend the maturity of the Bond, in a way that minimizes the yield on the Bond. We intend to take the position that, for purposes of determining whether the Bonds have OID, the Company will be deemed not to extend the maturity of the Bonds and, that, as a result, there will be no additional interest or OID on the Bonds. The reference to "stated interest" refers to the original stated interest. The remainder of this discussion assumes that the Bonds will not be treated as issued with OID. U.S. Holders are urged to consult their tax advisors regarding the application of the aforementioned rules to the Bonds and the consequences thereof.

Sale or Other Taxable Disposition of the Bonds

A U.S. Holder will recognize gain or loss on the sale, exchange, redemption (including a partial redemption), retirement or other taxable disposition of a Bond equal to the difference between the sum of the cash and the fair market value of any property received in exchange therefore (less a portion allocable to any accrued and unpaid stated interest, which generally will be taxable as ordinary income if not previously included in such holder's income) and the U.S. Holder's adjusted tax basis in the Bond. A U.S. Holder's adjusted tax basis in a Bond (or a portion thereof) generally will be the U.S. Holder's cost therefore decreased by any payment on the Bond other than a payment of

qualified stated interest. This gain or loss will generally constitute capital gain or loss. In the case of a non-corporate U.S. Holder, including an individual, if the Bond has been held for more than one year, such capital gain may be subject to reduced federal income tax rates. The deductibility of capital losses is subject to certain limitations.

Information Reporting and Backup Withholding

A U.S. Holder may be subject to information reporting and backup withholding when such holder receives interest and principal payments on the Bonds or proceeds upon the sale or other disposition of such Bonds (including a redemption or retirement of the Bonds). Certain holders (including, among others, corporations and certain tax-exempt organizations) generally are not subject to information reporting or backup withholding. A U.S. Holder will be subject to backup withholding if such holder is not otherwise exempt and:

- such holder fails to furnish its taxpayer identification number, or TIN, which, for an individual is ordinarily his or her social security number;
- the IRS notifies the payor that such holder furnished an incorrect TIN;
- in the case of interest payments such holder is notified by the IRS of a failure to properly report payments of interest or dividends;
- in the case of interest payments, such holder fails to certify, under penalties of perjury, that such holder has furnished a correct TIN and that the IRS has not notified such holder that it is subject to backup withholding; or
- such holder does not otherwise establish an exemption from backup withholding.

A U.S. Holder should consult its tax advisor regarding its qualification for an exemption from backup withholding and the procedures for obtaining such an exemption, if applicable. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from a payment to a U.S. Holder will be allowed as a credit against the holder's U.S. federal income tax liability or may be refunded, provided the required information is furnished in a timely manner to the IRS.

Tax Considerations Applicable to Non-U.S. Holders

For purposes of this discussion, a "Non-U.S. Holder" is a beneficial owner of the Bonds that is neither a U.S. Holder nor an entity treated as a partnership for U.S. federal income tax purposes.

Interest

Interest paid on a Bond to a Non-U.S. Holder that is not effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States generally will not be subject to U.S. federal income tax, or withholding tax of 30% (or such lower rate specified by an applicable income tax treaty), provided that:

- the Non-U.S. Holder does not, actually or constructively, own 10% or more of our capital or profits;
- the Non-U.S. Holder is not a controlled foreign corporation related to us through actual or constructive stock ownership; and
- either (1) the Non-U.S. Holder certifies in a statement provided to us or other applicable withholding agent under penalties of perjury that it is not a United States person and provides its name and address; (2) a securities clearing organization, bank or other financial institution that holds customers' securities in the ordinary course of its trade or business and holds the Bond on behalf of the Non-U.S. Holder certifies to us or other applicable withholding agent under penalties of perjury that it, or the financial institution between it and the Non-U.S. Holder, has received from the Non-U.S. Holder a statement under penalties of perjury that such holder is not a United States person and provides a copy of such statement to us or other applicable withholding agent; or (3) the Non-U.S. Holder holds its Bond directly through

a “qualified intermediary” (within the meaning of applicable Treasury Regulations) and certain conditions are satisfied.

If a Non-U.S. Holder does not satisfy the requirements above, such Non-U.S. Holder may be entitled to a reduction in or an exemption from withholding on such interest as a result of an applicable tax treaty. To claim such entitlement, the Non-U.S. Holder must provide us or other applicable withholding agent with a properly executed IRS Form W-8BEN or W-8BEN-E (or other applicable documentation) claiming a reduction in or exemption from withholding tax under the benefit of an income tax treaty between the United States and the country in which the Non-U.S. Holder resides or is established.

If interest paid to a Non-U.S. Holder is effectively connected with the Non-U.S. Holder’s conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the Non-U.S. Holder maintains a permanent establishment in the United States to which such interest is attributable), the Non-U.S. Holder will be exempt from the U.S. federal withholding tax described above. To claim the exemption, the Non-U.S. Holder must furnish to us or other applicable withholding agent a valid IRS Form W-8ECI, certifying that interest paid on a Bond is not subject to withholding tax because it is effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States.

Any such effectively connected interest generally will be subject to U.S. federal income tax at the regular graduated rates. A Non-U.S. Holder that is a corporation also may be subject to a branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on such effectively connected interest, as adjusted for certain items.

The certifications described above must be provided to us or other applicable withholding agent prior to the payment of interest and must be updated periodically. Non-U.S. Holders that do not timely provide the applicable withholding agent with the required certification, but that qualify for a reduced rate under an applicable income tax treaty, may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. Non-U.S. Holders should consult their tax advisors regarding their entitlement to benefits under any applicable income tax treaty.

Sale or Other Taxable Disposition

A Non-U.S. Holder will not be subject to U.S. federal income tax on any gain realized upon the sale, exchange, redemption, retirement or other taxable disposition of a Bond (such amount excludes any amount allocable to accrued and unpaid interest, which generally will be treated as interest and may be subject to the rules discussed above in “—*Interest*”) unless:

- the gain is effectively connected with the Non-U.S. Holder’s conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the Non-U.S. Holder maintains a permanent establishment in the United States to which such gain is attributable); or
- the Non-U.S. Holder is a nonresident alien individual present in the United States for 183 days or more during the taxable year of the disposition and certain other requirements are met.

Gain described in the first bullet point above generally will be subject to U.S. federal income tax on a net income basis at the regular graduated rates. A Non-U.S. Holder that is a foreign corporation also may be subject to a branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on such effectively connected gain, as adjusted for certain items.

Gain described in the second bullet point above will be subject to U.S. federal income tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty), which may be offset by U.S. source capital losses of the Non-U.S. Holder (even though the individual is not considered a resident of the United States), provided the Non-U.S. Holder has timely filed U.S. federal income tax returns with respect to such losses.

Non-U.S. Holders should consult their tax advisors regarding any applicable income tax treaties that may provide for different rules.

Information Reporting and Backup Withholding

Payments of interest generally will not be subject to backup withholding, provided the applicable withholding agent does not have actual knowledge or reason to know the holder is a United States person and the holder certifies its non-U.S. status as described above under “—*Interest.*” However, information returns are required to be filed with the IRS in connection with any interest paid to the Non-U.S. Holder, regardless of whether any tax was actually withheld. In addition, proceeds of the sale or other taxable disposition of a Bond (including a retirement or redemption of the Bond) within the United States or conducted through certain U.S.-related brokers generally will not be subject to backup withholding or information reporting, if the applicable withholding agent receives the statement described above and does not have actual knowledge or reason to know that such holder is a United States person or the holder otherwise establishes an exemption. Proceeds of a disposition of a Bond paid outside the United States and conducted through a non-U.S. office of a non-U.S. broker generally will not be subject to backup withholding or information reporting.

Copies of information returns that are filed with the IRS may also be made available under the provisions of an applicable treaty or agreement to the tax authorities of the country in which the Non-U.S. Holder resides or is established.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a Non-U.S. Holder’s U.S. federal income tax liability, provided the required information is timely furnished to the IRS.

Additional Withholding Tax on Payments Made to Foreign Accounts

Withholding taxes may be imposed under Sections 1471 to 1474 of the Code (such Sections commonly referred to as the Foreign Account Tax Compliance Act, or “**FATCA**”) on certain types of payments made to non-U.S. financial institutions and certain other non-U.S. entities. Specifically, a 30% withholding tax may be imposed on payments of interest on, or (subject to the proposed Treasury Regulations discussed below) gross proceeds from the sale or other disposition of, a Bond paid to a “foreign financial institution” or a “non-financial foreign entity” (each as defined in the Code), unless (1) the foreign financial institution undertakes certain diligence and reporting obligations, (2) the non-financial foreign entity either certifies it does not have any “substantial United States owners” (as defined in the Code) or furnishes identifying information regarding each substantial United States owner, or (3) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. If the payee is a foreign financial institution and is subject to the diligence and reporting requirements in (1) above, it must enter into an agreement with the U.S. Department of the Treasury requiring, among other things, that it undertake to identify accounts held by certain “specified United States persons” or “United States owned foreign entities” (each as defined in the Code), annually report certain information about such accounts, and withhold 30% on certain payments to non-compliant foreign financial institutions and certain other account holders. Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States governing FATCA may be subject to different rules.

Under the applicable Treasury Regulations and administrative guidance, withholding under FATCA generally applies to payments of interest on a Bond. While withholding under FATCA would have applied also to payments of gross proceeds from the sale or other disposition of a Bond on or after January 1, 2019, proposed Treasury Regulations eliminate FATCA withholding on payments of gross proceeds entirely. Taxpayers generally may rely on these proposed Treasury Regulations until final Treasury Regulations are issued.

Prospective investors should consult their tax advisors regarding the potential application of withholding under FATCA to their investment in the Bonds.

ERISA CONSIDERATIONS

The following is a summary of certain considerations associated with the purchase and, in certain instances, holding of the Bonds, or any interest therein, by (i) employee benefit plans subject to Title I of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), (ii) plans described in Section 4975 of the Code which are subject to Section 4975 of the Code (including an individual retirement account (“**IRA**”)) or provisions under other U.S. or non-U.S. federal, state, local or other laws or regulations that are similar to the fiduciary responsibility or prohibited transaction provisions of Title I of ERISA or Section 4975 of the Code (collectively, “**Similar Laws**”), and (iii) entities whose underlying assets are considered to include “plan assets” of any such plan, account or arrangement (each of clauses (i), (ii) and (iii), a “**Plan**”).

General Fiduciary Matters

ERISA and the Code impose certain duties on persons who are fiduciaries of a Plan subject to Title I of ERISA or Section 4975 of the Code (each, a “**Covered Plan**”) and prohibit certain transactions involving the assets of a Covered Plan and its fiduciaries or other interested parties. Under ERISA and the Code, any person who exercises discretionary authority or control over the administration of a Covered Plan or the management or disposition of the assets of a Covered Plan, or who renders investment advice for a fee or other compensation to a Covered Plan, is generally considered to be a fiduciary of the Covered Plan.

When considering an investment in the Bonds, or any interest therein, with the assets of any Plan, a fiduciary should determine whether the investment is in accordance with the documents and instruments governing the Plan and the applicable provisions of ERISA, the Code and any Similar Laws relating to a fiduciary’s duties to the Plan including, without limitation, the prudence, diversification, delegation of control and prohibited transaction provisions of ERISA, the Code and any applicable Similar Laws.

Plan fiduciaries should consider the fact that neither we nor any of our affiliates (the “**Transaction Parties**”) is acting, or will act, as a fiduciary to any Plan with respect to the decision to purchase and/or hold the Bonds, or any interest therein. The Transaction Parties are not undertaking to provide impartial investment advice or advice based on any particular investment need, or to give advice in a fiduciary capacity, with respect to such decision to purchase the Bonds, or any interest therein.

Prohibited Transaction Issues

Section 406 of ERISA and Section 4975 of the Code prohibit Covered Plans from engaging in specified transactions involving plan assets with persons or entities who are “parties in interest,” within the meaning of Section 406 of ERISA, or “disqualified persons,” within the meaning of Section 4975 of the Code, unless an exemption is available. A party in interest or disqualified person who engages in a non-exempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and the Code and may result in the disqualification of an IRA. In addition, the fiduciary of the Plan that engages in such a non-exempt prohibited transaction may be subject to penalties and liabilities under ERISA and/or the Code.

The acquisition and/or holding of the Bonds, or any interest therein, by a Covered Plan with respect to which a Transaction Party is considered a party in interest or a disqualified person may constitute or result in a direct or indirect prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code, unless the investment is acquired and is held in accordance with an applicable statutory, class or individual prohibited transaction exemption. Included among these statutory exemptions are Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code, which exempt certain transactions (including, without limitation, a sale and purchase of securities) between a Covered Plan and a party in interest so long as (i) such party in interest is treated as such solely by reason of providing services to the Covered Plan, (ii) such party in interest is not a fiduciary that renders investment advice, or has or exercises discretionary authority or control, with respect to the plan assets involved in such transaction, or an affiliate of any such person and (iii) the Covered Plan neither receives less than nor pays more than “adequate consideration” (as defined in such Sections) in connection with such transaction. In addition, the U.S. Department of Labor has issued prohibited transaction class exemptions (“**PTCEs**”) that may apply to the acquisition and holding of the Bonds. These class exemptions include, without limitation, PTCE 84-14 respecting transactions determined by independent qualified professional asset managers, PTCE 90-1 respecting insurance company pooled separate accounts, PTCE 91-38 respecting bank collective investment funds, PTCE 95-60 respecting life insurance company general accounts and

PTCE 96-23 respecting transactions determined by in-house asset managers. Each of the above-noted exemptions contains conditions and limitations on its application. Fiduciaries of Covered Plans considering acquiring and/or holding the Bonds in reliance on these or any other exemption should carefully review the exemption to assure it is applicable. There can be no assurance that all of the conditions of any such exemptions will be satisfied.

Government plans, foreign plans and certain church plans, while not subject to the prohibited transaction provisions of Section 406 of ERISA or Section 4975 of the Code, may nevertheless be subject to Similar Laws. Fiduciaries of such Plans should consult with their counsel before acquiring the Bonds, or any interest in the Bonds.

Because of the foregoing, the Bonds, or any interest in the Bonds, should not be purchased or held by any person investing “plan assets” of any Plan, unless such purchase and holding will not constitute a nonexempt prohibited transaction under ERISA and the Code or similar violation of any applicable Similar Laws.

Representations

Accordingly, by its acceptance of a Bond, or any interest therein, each purchaser and holder of a Bond, or interest therein, and any subsequent transferee of a Bond, or any interest therein, will be deemed to have represented and warranted that (a) either (i) such purchaser or subsequent transferee is not, and is not using the assets of, a Plan to acquire or hold the Bond, or any interest therein, or (ii) the purchase and holding of a Bond, or any interest therein, by such purchaser or transferee does not, and will not, constitute a non-exempt prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code or a similar violation under any applicable Similar Laws and (b) none of the Transaction Parties is acting, or will act, as a fiduciary to any Plan with respect to the decision to purchase or hold the Bonds or is undertaking to provide impartial investment advice or give advice in a fiduciary capacity with respect to the decision to purchase or hold the Bonds.

The foregoing discussion is general in nature and is not intended to be all-inclusive. Due to the complexity of these rules and the penalties that may be imposed upon persons involved in non-exempt prohibited transactions, it is particularly important that fiduciaries or other persons considering purchasing and/or holding of the Bonds, or any interest therein, on behalf of, or with the assets of, any Plan, consult with their counsel regarding the potential applicability of ERISA, Section 4975 of the Code or any Similar Law and whether an exemption would be required. Neither this discussion nor anything provided in this offering circular is, or is intended to be, investment advice directed at any potential Plan purchasers, or at Plan purchasers generally, and such purchasers of the Bonds should consult and rely on their own counsel and advisers as to whether an investment in the Bonds, or any interest therein, is suitable for the Plan.

CERTAIN RELATIONSHIPS AND RELATED-PARTY TRANSACTIONS

We are a wholly owned subsidiary of our Sponsor. Consequently, the advances made under the Adamantium Loan Agreement between the Company and our Sponsor as described herein is a related-party transaction. In accordance with our operating agreement, our Sponsor owns all of our membership interests and has the right to receive any and all profits and losses from our Company. Our Sponsor otherwise does not and will not receive any compensation for the services it or its executives provide to us. Our Sponsor will pay all of our operating and other expenses, except for the payment of interest and principal on our Bonds (other than by virtue of its payment of principal and interest on the amounts advanced under the Adamantium Loan Agreement, which cash is used by us to make interest and principal payments on the Bonds).

Our Sponsor has agreed to pay the Broker-Dealer Fee and other expense reimbursements and fees due to the Managing Broker-Dealer pursuant to the Amended and Restated Broker-Dealer Agreement among our Company, our Sponsor and the Managing Broker-Dealer. See “*Plan of Distribution—Discounts for Bonds Purchased by Certain Persons.*”

Adamantium Loan Agreement

On September 13, 2023, we, as lender, entered into the Adamantium Loan Agreement with our Sponsor, as borrower. On October 30, 2023, we, our Sponsor, and PhoenixOp entered into an amendment to the Adamantium Loan Agreement to add PhoenixOp as a borrower, on December 12, 2024 entered into another amendment to increase the loan amount thereunder, on January 3, 2025 entered into another amendment to redefine the “Senior Debt” therein, on January 24, 2025 entered into another amendment to modify the name of our Sponsor, on October 6, 2025 entered into another amendment to increase the loan amount thereunder, on February 12, 2026 entered into another amendment to increase the loan amount thereunder, and on March 16, 2026 entered into another amendment to increase the loan amount thereunder. The following summary of the Adamantium Loan Agreement is qualified in its entirety by the Adamantium Loan Agreement, which is included as Exhibit C to this Memorandum.

The Adamantium Loan Agreement provides for up to \$609.3 million in aggregate principal amount of borrowings in one or more advances, comprising \$600.0 million from the proceeds of the Bonds and \$9.3 million from the proceeds of the Adamantium Secured Note. We may, but are not guaranteed to, issue \$600.0 million in aggregate principal amount of the Bonds to fund advances to our Sponsor and PhoenixOp pursuant to the Adamantium Loan Agreement. The timing of any advance under the Adamantium Loan Agreement is contingent upon our receipt of proceeds from the sale of Adamantium Securities. Each advance will have a maturity and interest rate that matches the terms of the respective Adamantium Securities sold prior to such advance and to which such advance relates. Our Sponsor expects to use the proceeds of borrowings under the Adamantium Loan Agreement (i) to purchase mineral rights and non-operated working interests, as well as additional asset acquisitions, (ii) to finance potential drilling and exploration operations of one or more subsidiaries (including PhoenixOp), and (iii) for other working capital needs.

Amounts loaned under the Adamantium Loan Agreement are secured by mortgages on certain of our Sponsor’s properties, which mortgages are junior to the security interest under the Fortress Credit Agreement and other existing and future senior secured indebtedness. The aggregate outstanding amount of all advances under the Adamantium Loan Agreement may not exceed 100% of the aggregate total discounted present value of the junior mortgages serving as collateral thereunder, after deducting any allocable amount securing any of our outstanding senior indebtedness (the “**Adamantium Loan-to-Value Ratio**”). The value of such collateral will be determined by one or more reserve studies performed by a third party retained by our Sponsor on an annual basis. In the event the aggregate amount outstanding under the Adamantium Loan Agreement exceeds the Adamantium Loan-to-Value Ratio, our Sponsor may cure such deficiency by either pledging additional collateral or repaying a portion of the borrowings under the Adamantium Loan Agreement until the Adamantium Loan-to-Value Ratio is achieved.

At our option, an advance may be made on either (i) a current basis, whereby our Sponsor makes interest-only monthly payments in cash to us on the tenth day of each month or (ii) an accrual basis, whereby interest is compounded monthly and our Sponsor will pay all accrued and unpaid interest at maturity of the respective advance. Interest will accrue a full *pro rata* portion of the annual rate of interest for each calendar month regardless of the number of days an advance is outstanding during such calendar month, on the same terms as the interest payable on the Adamantium Securities sold prior to such advance and to which such advance relates. On each respective maturity date for advances made on both a current and accrual basis, the outstanding principal amount, together with all accrued

and unpaid interest thereon, will mature and be due and payable to us. To the extent the Adamantium Securities are accelerated or prepaid, in whole or in part, our Sponsor will be obligated to pay or prepay, in whole or in part, all or any part of any outstanding indebtedness under the Adamantium Loan Agreement so as to satisfy the obligations and terms of the accelerated or prepaid Adamantium Securities. We will use any amounts repaid under the Adamantium Loan Agreement to repay the corresponding Adamantium Securities. The Adamantium Loan Agreement is not a revolving facility and our Sponsor may not reborrow amounts repaid.

The Adamantium Loan Agreement can be amended or waived with the consent of our Sponsor and us, including in order to change the amount, rate, payment terms, collateral package, and borrowers thereunder. The consent of Bondholders is not required for any amendment or waiver of the Adamantium Loan Agreement, and any such amendment or waiver may be adverse to the interests of Bondholders. Because we are a wholly owned financing subsidiary of our Sponsor with common management, there exists potential for conflicts of interest with respect to decisions regarding the Adamantium Loan Agreement, including with respect to waivers and amendments thereto. Management is committed to fulfilling its fiduciary duties and operating in good faith.

The advances made under the Adamantium Loan Agreement to our Sponsor will at all times be wholly subordinate and junior in right and time of payment to the prior current payment of any and all other indebtedness incurred by our Sponsor and payable to third party lenders (but not including bondholders pursuant to our Sponsor's Regulation A or Regulation D offerings), whether currently existing or later incurred, including, without limitation, amounts outstanding under the Fortress Credit Agreement. For the avoidance of doubt, any future secured lenders will rank senior to the advances under the Adamantium Loan Agreement. All payments of senior debt of the Sponsor then due must be satisfied before any current payment of the advances made by our Sponsor under the Adamantium Loan Agreement may be made. The terms of subordination permit the current payment of the amounts advanced under the Adamantium Loan Agreement, including principal amounts due at maturity, so long as there is not a default then existing under the senior debt of the Sponsor. As of March 31, 2026, our Sponsor had \$66.8 million in unsecured Regulation A debt obligations, \$35.5 million in unsecured Exchange debt obligations, \$35.5 million in unsecured Sponsor Registered Notes, and \$765.6 million in outstanding unsecured Regulation D debt obligations. The Reg A Bonds have maturity dates of three years of the issue date and an interest rate of 9.0% *per annum*. The 2020 506(b) Bonds have initial maturity dates ranging from one to four years from the issue date and an interest rate of 5.0% *per annum*, and the outstanding 2020 506(b) Bonds matured in May 2025. The 2020 506(c) Bonds have maturity dates ranging from one to four years from the issue date and interest rates ranging from 13.0% to 15.0% *per annum*. The July 2022 506(c) Bonds have a maturity date of five years from the issue date and an interest rate of 11.0% *per annum*. The outstanding July 2022 506(c) Bonds mature between July 2027 and December 2027. The December 2022 506(c) Bonds have maturity dates ranging from three to seven years from the issue date and interest rates ranging from 10.0% to 12.0% *per annum*. The outstanding December 2022 506(c) Bonds mature between December 2025 and October 2030. The August 2023 506(c) Bonds have maturity dates ranging from one to eleven years from the issue date and interest rates ranging from 9.0% to 14.0% *per annum*. The outstanding August 2023 506(c) Bonds mature between January 2026 and December 2036. The Sponsor Exchange Notes have maturity dates ranging from three to eleven years from the issue date and interest rates ranging from 9.0% to 12.0% *per annum*. The Sponsor Registered Notes have maturity dates ranging from three to eleven years from the issue date and interest rates ranging from 9.0% to 12.0% *per annum*. The unsecured Regulation A and Regulation D debt obligations are subordinated to the advances under the Adamantium Loan Agreement with respect to the assets securing the advances under the Adamantium Loan Agreement.

Any of the following shall constitute an event of default under the Adamantium Loan Agreement: (i) if our Sponsor defaults in the payment of any sums due under the Adamantium Loan Agreement and such failure continues for a period of 60 days after such due date, (ii) failure in the performance of any of the agreements, conditions, covenants, or stipulations contained in the loan documents which is not cured within 120 days from written notice thereof from us to our Sponsor and (iii) if a proceeding in bankruptcy, receivership, or insolvency is instituted by or against our Sponsor, or if our Sponsor is unable to meet its obligations as they mature, or if our Sponsor commits an act of bankruptcy.

LIMITATIONS ON LIABILITY

Our Sponsor will owe fiduciary duties to the Company in the manner prescribed in the Delaware Limited Liability Company Act and applicable case law. Our Sponsor will not owe fiduciary duties to our Bondholders. Our Sponsor is required to act in good faith and in a manner that it determines to be in our best interests. However, nothing in our operating agreement precludes our Sponsor or any affiliate of our Sponsor or any of their respective officers, directors, employees, members or trustees from acting, as a director, officer or employee of any corporation, a trustee of any trust, an executor or administrator of any estate, a member of any company or an administrative official of any other business entity, or from receiving any compensation or participating in any profits in connection with any of the foregoing, and neither the Company nor any member shall have any right to participate in any manner in any profits or income earned or derived by our Sponsor or any affiliate thereof or any of their respective officers, directors, employees, members or trustees, from or in connection with the conduct of any such other business venture or activity. Our Sponsor, our executive officers, any affiliate of any of it, or any shareholder, officer, director, employee, partner, member or any person or entity owning an interest therein, may engage in or possess an interest in any other business or venture of any nature or description, provided that such activities do not compete with the business of the Company or otherwise breach their agreements with the Company; and no member or other person or entity shall have any interest in such other business or venture by reason of its interest in the Company.

Our Sponsor has no liability to the Company or to any member or Bondholder for any claims, costs, expenses, damages, or losses suffered by the Company which arise out of any action or inaction of our Sponsor or executive officer if our Sponsor meets the following standards: (i) our Sponsor, in good faith, reasonably determined that such course of conduct or omission was in, or not opposed to, the best interests of the Company, and (ii) such course of conduct did not constitute fraud, willful misconduct or gross negligence or any breach of fiduciary duty to the Company or its members. These exculpation provisions in our operating agreement are intended to protect our Sponsor from liability when exercising their business judgment regarding transactions we may enter into.

Insofar as the foregoing provisions permit indemnification or exculpation of our Sponsor or other persons controlling us from liability arising under the Securities Act, we have been informed that in the opinion of the SEC this indemnification and exculpation is against public policy as expressed in the Securities Act and is therefore unenforceable.

ADDITIONAL INFORMATION

Our Sponsor will answer inquiries from prospective subscribers concerning the Company and other matters relating to the offer and sale of the Bonds, and our Sponsor will afford prospective subscribers the opportunity to obtain any additional information to the extent our Sponsor possesses such information or can acquire such information without unreasonable effort or expense.

AMENDED AND RESTATED PRIVATE PLACEMENT MEMORANDUM

OF

ADAMANTIUM CAPITAL, LLC

June 1, 2026

This Amended and Restated Private Placement Memorandum (as may be supplemented and including any exhibits hereto, this “Memorandum”) of Adamantium Capital, LLC (the “Company”) was prepared solely for use in connection with the offering. Recipients of this Memorandum may not distribute it or disclose the contents of it to anyone without the prior written consent of the Company, other than to persons who advise potential investors in connection with the offering, or otherwise use the same for any purpose other than evaluation by such prospective investor of the offering. The recipient, by accepting delivery of this Memorandum, agrees to return this Memorandum and all documents furnished herewith to the Company or its representatives upon request if the recipient does not purchase any of the securities offered hereby or if the offering is withdrawn or terminated.

This Memorandum supersedes in its entirety that certain Private Placement Memorandum of the Company, dated February 16, 2024, any prior private placement memorandum or other investment information (including any offering document, marketing information or supplement to any of the foregoing) provided by the Company and its representatives and agents.

The information in this Memorandum is current only as of the above date (unless such earlier date is referenced herein, then the information is as of such date) and may change after that date.

**LIMITED LIABILITY COMPANY AGREEMENT
OF
ADAMANTIUM CAPITAL LLC**

This Limited Liability Company Agreement, dated June 27, 2023, of Adamantium Capital, LLC, a Delaware limited liability company (the “Company”), is entered into by the Company and Phoenix Capital Group Holdings, LLC, a Delaware limited liability company, the sole member of the Company (the “Member”).

WHEREAS, the Company was formed pursuant to the Delaware Limited Liability Company Act, 6 Del. C. 18 § 101, et seq., as amended from time to time (the “Act”) with the filing of the certificate of formation of the Company (the “Certificate”) on June 20, 2023, with the Secretary of State for the State of Delaware; and

WHEREAS, the Member and the Company, by execution of this Agreement, hereby agree as follows:

ARTICLE I
DEFINITIONS

The following terms shall have the meanings set forth below unless otherwise expressly provided herein:

1.01 “Act” shall mean the Delaware Limited Liability Company Act, 6 Del. C. 18 § 101 et seq., as amended from time to time.

1.02 “Affiliate” shall mean any Person that directly or indirectly controls, is controlled by, or is under common control with another Person.

1.03 “Agreement” shall mean this Limited Liability Company Agreement, as originally executed and as amended from time to time.

1.04 “Capital Contribution” shall mean any contribution to the capital of the Company by the Member in cash, property or services, or a binding obligation to contribute cash, property or services, whenever made. “Initial Capital Contribution” shall mean the initial Capital Contribution of the Member pursuant to this Agreement.

1.05 “Certificate” shall mean the certificate of formation of the Company, as amended from time to time.

1.06 “Code” shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

1.07 “Company” shall mean Adamantium Capital, LLC, a Delaware limited liability company.

1.08 “Entity” shall mean any general partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or other association.

1.09 “Limited Liability Company Interest” shall mean the Member’s ownership interest in the Company’s capital, profits and loss and the voting and other rights and obligations with respect thereto as set forth in this Agreement.

1.10 “Member” shall mean Adamantium Capital, LLC, a Delaware limited liability company, the sole Member of the Company.

1.11 “Person” shall mean any natural person or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so admits.

ARTICLE II
PURPOSE AND POWERS OF COMPANY

2.01 Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

2.02 Powers. The Company shall have the power and authority to take any and all actions necessary, appropriate, advisable, convenient or incidental to or for the furtherance of the purpose set forth in Section 2.01

ARTICLE III
NAME AND ADDRESS OF SOLE MEMBER

3.01 Name and Address. The name, address and Limited Liability Company Interest of the Member are as follows:

<u>Name and Address</u>	<u>Limited Liability Company Interest</u>
Phoenix Capital Group Holdings, LLC 8575 Jamboree Road, Suite 830 Irvine, California 92612 Attn: Lindsey Wilson	100%

ARTICLE IV
MANAGEMENT

4.01 In General. The business and affairs of the Company shall be conducted solely and exclusively by the Member, as provided herein. The Member shall have all rights and powers on behalf and in the name of the Company to perform all acts necessary and desirable to the objects and purposes of the Company. All determinations, decisions and actions made or taken by the Member (or its designee(s)) shall be conclusive and binding upon the Company. Lindsey Wilson is hereby appointed as an authorized signatory of the Company and shall have the authority, acting alone, to execute on behalf of the Company such agreements, contracts, instruments and other documents as the Member shall from time to time approve, such approval to be conclusively evidenced by the execution and delivery thereof by any of the foregoing designated authorized signatories. Third parties may conclusively rely upon the acts of Lindsey Wilson as evidence of the authority of such persons for all purposes in respect of their dealings with the Company.

ARTICLE V
CAPITALIZATION OF THE COMPANY; ALLOCATIONS AND DISTRIBUTIONS

5.01 Member Capital Contributions. The Member, upon the execution of this Agreement, shall contribute as the Member's Initial Capital Contribution One Hundred Dollars (\$100.00). The Member may but is not required to make additional Capital Contributions to the Company.

5.02 Interests and Return of Capital Contribution. The Member shall not receive any interest on the Member's Capital Contribution. Except as otherwise specifically provided for herein, the Member shall not be allowed to withdraw or have refunded any Capital Contribution.

5.03 Allocation of Profits and Losses; Tax Status. The Company's profits and losses shall be allocated to the Member. At all times that the Company has only one member, it is the intention of the Member that the Company be disregarded for federal, state, local and foreign income tax purposes.

5.04 Distributions. All distributions of cash or other property (except upon the Company's dissolution, which shall be governed by the applicable provisions of the Act and Article VI hereof) shall be made to 100% to the Member; *provided, however*, that until such time as all obligations under any bonds issued by the Company pursuant to an offering thereof have been repaid in full, the Company shall not make any distributions to the Member pursuant to this Section 5.04, other than as required to offset the Company's tax liability for allocations of profits made pursuant to Section 5.03. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Member from the Company shall be treated as amounts distributed to the Member pursuant to this Section 5.04.

ARTICLE VI

TERM; DISSOLUTION AND TERMINATION

6.01 Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with this Article VI.

6.02 Events of Dissolution. The Company shall be dissolved, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member, (b) the occurrence of any event other than the death or incompetency of the Member that terminates the continued membership of the Member without the admission of a successor member to the Company or (c) the entry of a decree of judicial dissolution under Section 18-802 of the Act or any successor statute. In the event of the death or incompetency of the Member, the Company shall not dissolve but the personal representative (as defined in the Act) of the Member shall agree in writing to continue the Company and to the admission of the personal representative of the Member or its nominee or designee to the Company as a member, effective as of the death or incompetency of the Member.

6.03 Liquidation. Upon the dissolution of the Company, the Member shall wind up its affairs and distribute its assets in accordance with the Act by either or a combination of the following methods as the Member (or the Person or Persons carrying out the liquidation) shall determine:

(a) Selling the Company's assets and, after the payment of Company liabilities, distributing the net proceeds therefrom to the Member; and/or

(b) Distributing the Company's assets to the Member in kind, subject to its liabilities.

6.04 Orderly Liquidation. A reasonable time as determined by the Member (or the Person or Persons carrying out the liquidation) not to exceed eighteen (18) months shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to the creditors so as to minimize any losses attendant upon dissolution.

6.05 Distributions. Upon liquidation, the Company assets (including any cash on hand) shall be distributed in the following order and in accordance with the following priorities:

(a) First, to the payment of the debts and liabilities of the Company and the expenses of liquidation; then

(b) Second, to the setting up of any reserves which the Member (or the Person or Persons carrying out the liquidation) deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. At the expiration of such period as the Member (or the Person or Persons carrying out the liquidation) shall deem advisable, but in no event to exceed eighteen (18) months, the Company shall distribute the balance thereof in the manner provided in the following subsection; then

(c) Third, 100% to the Member in accordance with its Limited Liability Company Interest.

ARTICLE VII
LIABILITY OF MEMBER; OTHER BUSINESS AND TRANSACTIONS

7.01 Liability. The Member shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act or as otherwise agreed in contract.

7.02 Outside Business. The Member or any of its Affiliates may engage in or possess an interest in any business venture of any nature or description, independently or with others, similar or dissimilar to the business of the Company, and the Company shall have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Company, shall not be deemed wrongful or improper. The Member or any of its Affiliates shall not be obligated to present any particular investment opportunity to the Company even if such opportunity is of a character that, if presented to the Company, could be taken by the Company, and the Member or any of its Affiliate shall have the right to take for its own account (individually or as a partner, shareholder, fiduciary or otherwise) or to recommend to others any such particular investment opportunity.

ARTICLE VIII
EXCULPATION AND INDEMNIFICATION

8.01 Exculpation.

(i) The Member, whether acting as Member or in any other capacity, shall, to the fullest extent permitted by law, have no liability to the Company or to any other person for any loss, damage or claim incurred by reason of any error of judgment, act or omission, other than any act or omission constituting gross negligence or willful malfeasance, performed or omitted by the Member.

(ii) The Member shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Member reasonably believes are within the professional or expert competence of such person or entity and who or which has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid. The foregoing provision shall in no way be deemed to reduce the limitation on liability of the Member provided in Section 8.01(i).

8.02 Duties and Liabilities of the Member.

(i) To the extent that, at law or in equity, the Member has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other person, the Member, acting under this Agreement, shall not be liable to the Company or to any other Person for its reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of the Member otherwise existing at law or in equity, are agreed to replace such other duties and liabilities of the Member.

(ii) Whenever in this Agreement the Member is permitted or required to make a decision (a) in his “discretion” or under a grant of similar authority or latitude, the Member shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person, or (b) in its “good faith” or under another express standard, the Member shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or other applicable law.

8.03 Indemnification. To the fullest extent permitted by applicable law, the Member (irrespective of the capacity in which it acts) shall be entitled to indemnification from the Company for any loss, damage or claim incurred by the Member by reason of any error of judgment, act or omission, other than an act or omission constituting gross negligence or willful malfeasance, performed or omitted by it on behalf of the Company; provided, however, that any indemnity under this Section 8.03 shall be provided out of and to the extent of Company assets only, and the Member shall not have any personal liability on account thereof.

8.04 Expenses. To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by the Member in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding.

8.05 Insurance. The Company may purchase and maintain insurance, to the extent and in such amounts as the Member shall, in its sole discretion, deem reasonable, against any liability that may be asserted against or expenses that may be incurred by any such person or entity in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify such person or entity against such liability under the provisions of this Agreement.

8.06 Other. The Member and the Company may enter into indemnity contracts with any other Person granting such Person rights of indemnification and may adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Article VIII and containing such other procedures regarding indemnification, all as the Member determines in its sole discretion.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.01 Application of Delaware Law. This Agreement, and the interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Delaware, without reference to its choice of law provisions, and specifically the Act.

9.02 Amendments. No amendment or modification of this Agreement shall be effective unless approved in writing by the Member.

9.03 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

9.04 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

9.05 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

9.06 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

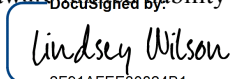
9.07 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company.

9.08 Entire Agreement. This Agreement sets forth all of the promises, agreements, conditions and understandings between the parties respecting the subject matter hereof and supersedes all prior or contemporaneous negotiations, conversations, discussions, correspondence, memoranda and agreements between the parties concerning such subject matter.

The undersigned, being the sole Member, hereby agrees, acknowledges and certifies that the foregoing Limited Liability Company Agreement constitutes the sole and entire Limited Liability Company Agreement of the Company, adopted by the sole Member of the Company effective as of the date first written above, and shall be binding on the Company notwithstanding that the Company has only a single Member.

SOLE MEMBER:

PHOENIX CAPITAL GROUP HOLDINGS,
LLC,
a Delaware limited liability company

By:  DocuSigned by:
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Name: Lindsey Wilson

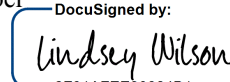
Its: Manager

The Company hereby executes this Limited Liability Company Agreement for purposes of becoming a party hereto and agreeing to perform its obligations and duties hereunder and being entitled to enjoy its rights and benefits hereunder.

COMPANY:

ADAMANTIUM CAPITAL, LLC
a Delaware limited liability company

BY: PHOENIX CAPITAL GROUP
HOLDINGS, LLC,
a Delaware limited liability company, Sole
Member

By:  DocuSigned by:
2F91AFEE30824B1...

Name: Lindsey Wilson

Its: Manager

**FIRST AMENDMENT
TO THE
LIMITED LIABILITY COMPANY AGREEMENT
OF ADAMANTIUM CAPITAL, LLC**

THIS FIRST AMENDMENT TO THE LIMITED LIABILITY COMPANY AGREEMENT (the “**First Amendment**”) of Adamantium Capital, LLC, a Delaware limited liability company (the “**Company**”), is entered into by the Company and Phoenix Energy One, LLC (formerly known as Phoenix Capital Group Holdings, LLC), a Delaware limited liability company, the sole member of the Company (the “**Member**”) and effective January 24, 2025.

RECITALS:

A. The Company and Member adopted that certain Limited Liability Company Agreement of the Company on June 27, 2023 (the “**Original LLC Agreement**”).

B. The Member desires to amend the Original LLC Agreement for the purpose of modifying the name of the Member, pursuant to the Member’s filing of a Certificate of Amendment of the Certificate of Formation with the Delaware Secretary of State on January 23, 2025.

C. Whereas, pursuant to Section 9.02 of the Original LLC Agreement, the Member may amend the Original LLC Agreement.

NOW, THEREFORE, the Original LLC Agreement is amended as follows:

1. Member Name Change. All references to “Phoenix Capital Group Holdings, LLC” or “Member” shall now refer to Phoenix Energy One, LLC.

2. Effect of Amendment. Except as expressly amended by this First Amendment, all terms of the Original LLC Agreement remain in full force and effect.

3. Applicable Law. This First Amendment shall be construed and enforced in the same manner as the Original LLC Agreement.

4. Counterparts; Electronic Signatures. This First Amendment may be executed in any number of counterparts each of which shall be deemed an original and shall constitute one and the same instrument. This First Amendment may be signed electronically by any party, and such electronic signature shall be deemed to have the same legal effect as delivery of an original signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this First Amendment to be signed by its duly authorized representative as of the day and year first above written.

COMPANY:

ADAMANTIUM CAPITAL LLC,
a Delaware limited liability company

Phoenix Energy One, LLC
(F/K/A Phoenix Capital Group Holdings, LLC),
a Delaware limited liability company

By: Phoenix Equity Holdings, LLC
Its: Sole Member

By: 

Name: Lindsey Wilson
Title: Chief Business Officer

SOLE MEMBER:

PHOENIX ENERGY ONE, LLC
(f/k/a PHOENIX CAPITAL GROUP HOLDINGS, LLC),
a Delaware limited liability company

By: Phoenix Equity Holdings, LLC
Its: Sole Member

By: 

Name: Lindsey Wilson
Its: Chief Business Officer

ADAMANTIUM CAPITAL LLC

SUBSCRIPTION AGREEMENT INSTRUCTION PAGE

We, Adamantium Capital LLC (“we,” “our,” “us,” or the “Company”), are offering a maximum of \$600,000,000 in the aggregate of its Series E-P and Series E1-P1 Notes (the “Notes”) pursuant to the Amended and Restated Private Placement Memorandum dated June 1, 2026 (the “Memorandum”) (the “Offering”). Each Note will be sold at a public offering price of \$1,000 per Note, with a minimum purchase amount of Two Thousand Notes (\$2,000,000), subject to reduction in the sole discretion of the Manager. All capitalized terms not otherwise defined shall have the meanings ascribed to such terms in the Memorandum.

The Company will conduct closings at its own discretion until the offering termination. Once a subscription has been submitted and accepted by the Company, an investor will not have the right to request the return of its subscription payment prior to the closing date. It is expected that settlement will occur on the same day as each closing date. On each closing date, offering proceeds for that closing will be disbursed to us and Notes will be issued to investors, or the “Noteholders.”

Subscription Agreement Instructions to Subscribers

- 1) Section 1 - Indicate investment amount for Notes.
- 2) Section 2 – Indicate your method of payment. Please reference the table titled Funding Options on page 2.
- 3) Section 3 – Indicate type of ownership.
- 4) Section 4 - Provide all names, addresses, dates of birth, Social Security or Tax ID numbers of all investors or trustees.
- 5) Section 5 - Select distribution option.
- 6) Section 6 - Consent to the electronic delivery of documents.
- 7) Section 7 - Read each of the acknowledgements and representations. Your signature in Section 8 indicates that you have read Section 7, in its entirety, and the Company may rely on your signature that you understand and/or meet the acknowledgements and representations contained therein.
- 8) Section 8 - Execute the Subscription Agreement.

Non-custodial Ownership

- Accounts with more than one owner must have ALL PARTIES SIGN in Section 9.
- Be sure to attach copies of all requested documents for Pension Plans, Trusts, or Corporate Partnerships required in Section 3.

Custodial Ownership

- For new IRA / Qualified Plan Accounts, please complete the form / application provided by your custodian of choice in addition to this Subscription Agreement and forward to the custodian for processing.
- For existing IRA Accounts and other Custodial Accounts, information must be completed BY THE CUSTODIAN.
- Have all documents signed by the appropriate officers as indicated in the Corporate Resolution.

Funding Options:

Options Number	Funding Source	Funding Instructions
Method 1	Check	MAIL TO: Adamantium Capital LLC Attn: Lindsey Wilson 18575 Jamboree Road, Suite 830 Irvine, California 92612
Method 2	ACH <i>*Preferred Method*</i>	Complete Information on Page 3
Method 3	Wire	Amarillo National Bank ABA No.: 111300958 Acct No.: 322199 Acct Name: Adamantium Capital LLC Ref: [Investor Name] Address: 18575 Jamboree Rd, Suite 830, Irvine, CA 92612

Phone: (720) 408-1850 | For IRA Accounts, mail investor signed documents to the IRA Custodian for signatures

(REMAINDER OF PAGE LEFT BLANK – SUBSCRIPTION AGREEMENT FOLLOWS)

SUBSCRIPTION AGREEMENT

Series E-P and Series E1-P1 Notes

Issued by:
ADAMANTIUM CAPITAL LLC

1. **Investment** *(Select only one.)*

- ☐ **Initial Investment** (minimum initial investment of \$2,000,000 up to any multiple of \$1,000)
- ☐ \$2,000,000 - \$2,999,999
 - ☐ \$3,000,000 - \$3,999,999
 - ☐ \$4,000,000 +
- ☐ **Additional Investment in this Offering** (minimum of \$1,000 up to any multiple of \$1,000)

Interest Schedule:

- ☐ Simple Interest *(interest is calculated and paid monthly)*
- ☐ Compounded Interest *(interest earned is added to the investment, earning a new forming a new base on which the next round of interest is calculated)*

Investment Duration:

- ☐ Five (5) years
- ☐ Seven (7) Years
- ☐ Nine (9) Years
- ☐ Eleven (11) Years

Series of Note: _____ *(Please reach out to your representative for assistance, if needed)*

Notes Subscription Amount: \$ _____ **# of Notes:** _____

If you are making your investment through a broker-dealer or registered investment advisor, please provide the following Information related to such broker-dealer or registered investment advisor:

Name of Firm: _____ CRD/Branch Number: _____

Name of individual: _____ Phone #: _____ Email: _____

2. Investment Instructions

- ☐ **By Check**— Submit check with your signed subscription agreement.
- ☐ **By ACH (*preferred method*)** — Complete your banking information below.

By checking the box above, I authorize the Company to pull the investment amount on this subscription agreement from the account indicated below:

Name of Financial Institution:	Your Bank's ABA Routing #:
Your Account #:	Name on Account or FBO:
Mailing Address:	City, State, Zip Code:
Account Type: ☐ Checking ☐ Savings	

- ☐ **By Wire Transfer** — Forward this Subscription Agreement to the address listed above. Wiring instructions are as set forth on page 1 of the subscription agreement.
- ☐ **Custodial Accounts** — Forward this Subscription Agreement directly to the custodian.

3. Type of Ownership (*Select only one.*)

Non-Custodial Ownership	Custodial Ownership
☐ Individual — One signature required. ☐ Joint Tenants with Rights of Survivorship — All parties must sign. ☐ Community Property — All parties must sign. ☐ Tenants in Common — All parties must sign. ☐ Uniform Gift to Minors Act — State of _____ Custodian signature required. ☐ Uniform Transfer to Minors Act — State of _____ Custodian signature required. ☐ Qualified Pension or Profit Sharing Plan — Include plan documents. ☐ Trust — Include title, signature and "Powers of the Trustees" pages. ☐ Corporation — Include corporate resolution, articles of incorporation and bylaws. Authorized signature required. ☐ Partnership — Include partnership agreement. Authorized signature(s) required. ☐ Limited Liability Company — Include operating agreement. Authorized signature(s) required. ☐ Other (Specify) — _____ Include title and signature pages.	☐ Traditional IRA — Owner and custodian signatures required. ☐ Roth IRA — Owner and custodian signatures required. ☐ Simplified Employee Pension/Trust (SEP) — Owner and custodian signatures required. ☐ KEOGH — Owner and custodian signatures required. ☐ Other — _____ Owner and custodian signatures required. Custodian Information (<i>To be completed by custodian.</i>) Name of Custodian: _____ Mailing Address: _____ City, State, Zip Code: _____ Custodian Tax ID #: _____ Custodian Account #: _____ Custodian Phone #: _____

4. Investor Information *(You must include a permanent street address even if your mailing address is a P.O. Box.)*

Individual/Beneficial Owner: *(Please print name(s) to whom Notes are to be registered.)*

First, Middle, Last Name:	Social Security #:
Street Address:	City, State, Zip Code:
Daytime Phone #:	Date of Birth:
Citizenship <i>(If Not a US Citizen, Specify Country):</i>	E-mail Address:

Joint Owner: *(If applicable)*

First, Middle, Last Name:	Social Security #:
Street Address:	City, State, Zip Code:
Daytime Phone #:	Date of Birth:
Citizenship <i>(If Not a US Citizen, Specify Country):</i>	E-mail Address:

Trust: *(Exactly as registered with the IRS)*

Name of Trust:	Tax ID #: Date of Trust:
Name(s) of Trustee(s)*:	Name(s) of Beneficial Owner(s)*:
Beneficial Owner(s) Street Address:	City, State, Zip Code:
Social Security #:	Date of Birth:
Occupation:	E-mail Address:

Corporation/Partnership/Other: *(Exactly as registered with the IRS)*

Name of Entity:	Tax ID #: Date of Entity Formation:
Name(s) of Officer(s), General Partner or Authorized:	Additional Name of Authorized Person <i>(if any):</i>
Legal Street Address:	City, State, Zip Code:

*If there is more than one trustee or beneficial owner, we will require documents for the requested information for each additional trustee and/or beneficial owner.

5. Distribution Options For Non-Qualified Accounts (Select only one.)

I (we) hereby subscribe for the Note(s) of Adamantium Capital LLC and elect the distribution option indicated below (*choose one of the three options*):

- ☐ I choose to have payments of interest and principal mailed to me at the address listed in Section 4.
- ☐ I choose to have payments of interest and principal mailed to me at the following address. _____
- ☐ I choose to have payments of interest and principal deposited in a checking, savings or brokerage account.

I authorize the Company or its agent to deposit my payment to the account indicated below. This authority will remain in force until I notify the Company to cancel it. In the event that the Company deposits funds erroneously into my account, the Company is authorized to debit my account for the amount of the erroneous deposit.

Name of Financial Institution:	Your Bank's ABA Routing #:
Your Account #:	Name on Account or FBO:
Mailing Address:	City, State, Zip Code:
Account Type: ☐ Checking ☐ Savings ☐ Brokerage	

Please attach a pre-printed, voided check.

The deposit services above cannot be established without a pre-printed, voided check. For Electronic Funds Transfers, the signatures of the bank account owner(s) must appear exactly as they appear on the bank registration. If the registration at the bank differs from that on this Subscription Agreement, all parties must sign below.

Signature of Individual/Trustee/Beneficial Owner

Date

Printed Name

Signature of Joint Owner/Co-trustee

Date

Printed Name

6. Electronic Delivery of Documents

In lieu of receiving documents by mail, I authorize the company to send electronically any reports required to be delivered to me, as well as any investment or marketing updates, and to notify me via e-mail when such reports or updates are available. Any investor who elects this option must provide an e-mail address below. Please carefully read the following representations before consenting to receive documents electronically. If you check this box, you represent the following:

- (a) I acknowledge that access to the internet, email and the World Wide Web is required in order to access documents electronically. I may receive by email notification the availability of a document in electronic format. The notification e-mail will contain a web address (or hyperlink) where the document can be found. By entering this address into my web browser, I can view, download and print the document from my computer. I acknowledge that there may be costs associated with the electronic access, such as usage charges from my internet provider and telephone provider, and that these costs are my responsibility.
- (b) I acknowledge that documents distributed electronically may be provided in Adobe's Portable Document Format (PDF). The Adobe Reader software is required to view documents in PDF. The reader software is available free of charge from Adobe's web site at www.adobe.com. The Adobe Reader software must be correctly installed on my system before I will be able to view documents in PDF. Electronic delivery also involves risks related to system or network outage that could impair my timely receipt of or access to Note holder communications.
- (c) I acknowledge that I may receive at no cost from the Company a paper copy of any documents delivered electronically by contacting the Company.
- (d) I understand that if the e-mail notification is returned to the Company as "undeliverable," a letter will be mailed to me with instructions on how to update my e-mail address to begin receiving communications via electronic delivery. I further understand that if the Company is unable to obtain a valid e-mail address for me, the Company will resume sending a paper copy of its filings by U.S. mail to my address of record.
- (e) I understand that my consent may be updated, including any updates in e-mail address to which documents are delivered, at any time by contacting the Company.

E-mail Address: _____

7. Investor Acknowledgements and Representations

All capitalized terms not otherwise defined shall have the meanings ascribed to such terms in the Memorandum:

- (a) **I am acquiring the Notes for my own account, and not with a view to, or for, resale or distribution in violation of the Securities Act of 1933, as amended (the "Securities Act"), the securities laws of any U.S. state or the securities laws of any other applicable jurisdiction. No person has a direct or indirect beneficial interest in the Notes to be issued to me under this Agreement and I do not have any contract, understanding, agreement or arrangement with any person to sell, assign, transfer or otherwise dispose of any the Notes to any person.**
- (b) **I am an "accredited investor," as that term is defined in Rule 501(a) of Regulation D under the Securities Act.**
- (c) **If a natural person, I hereby represent and warrant that I am an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended (initial as appropriate):**

Primary Additional
Investor: Investor:

- | | | |
|-------|-------|--|
| _____ | _____ | (a) I have an individual net worth, or joint net worth with my spouse (or spousal equivalent), of more than \$1,000,000 <i>excluding primary residence</i> (see the Memorandum under “SUITABILITY STANDARDS”) but including home furnishings and personal automobiles. |
| _____ | _____ | (b) I have individual income in excess of \$200,000 or joint income with my spouse (or spousal equivalent) in excess of \$300,000, in each of the two most recent years and I have a reasonable expectation of reaching the same income level in the current year. |
| _____ | _____ | (c) I am a holder in good standing of one or more of certain professional certifications or designations, including the Financial Industry Regulatory Authority, Inc. Licensed General Securities Representative (Series 7), Licensed Investment Adviser Representative (Series 65), or Licensed Private Securities Offerings Representative (Series 82) certifications. |
| _____ | _____ | (d) I am one or more of the following: director, officer, or general partner of the Company or person serving in a similar capacity, or any director, officer, general partner, or person serving in a similar capacity of the general partner of the Company. |

(d) If other than a natural person, such entity represents and warrants that (initial as appropriate):

It is an “accredited investor” as defined in Regulation D promulgated under the Securities Act of 1933, as amended, which includes:

- _____ any organization described in Code Section 501(c)(3), corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring Notes, with total assets over \$5,000,000;
- _____ any entity with investments (as defined in Section 2a51-1(b) of the Investment Company Act) exceeding \$5,000,000, not formed for the specific purpose of acquiring Notes;
- _____ any investment adviser registered under the Investment Advisers Act of 1940, as amended (the “Advisers Act”), or an exempt reporting adviser (as defined in Section 203(l) or Section 203(m) of the Advisers Act), or a state-registered investment adviser;
- _____ any trust, with total assets over \$5,000,000, not formed for the specific purpose of acquiring Notes and whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of an investment in the Notes as described in Rule 506(b)(2)(ii) under the Securities Act;
- _____ any family client of a family office with total assets of at least \$5,000,000, not formed for the specific purpose of acquiring Notes and whose purchase is directed by a person who has such knowledge and experience in financial and business matters that the family office is capable of evaluating the merits and risks of an investment in Notes as described in Section 202(a)(11)(G)-1(b) under the Advisers Act;
- _____ any broker-dealer registered under Section 15 of the Securities Exchange Act of 1934, as amended;
- _____ any investment company registered under the Investment Company Act or a business development company (as defined in Section 2(a)(48) of the Investment Company Act);
- _____ any small business investment company licensed by the Small Business Administration under Section 301(c) or (d) or the Small Business Investment Act of 1958, as amended;
- _____ any rural business investment company (as defined in Section 384A of the Consolidated Farm and Rural Development Act);

- any employee benefit plan within the meaning of ERISA, if the investment decision is made by a plan fiduciary (as defined in Section 3(21) of ERISA), which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if such employee benefit plan has total assets over \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are accredited investors;
- any private business development company (as defined in Section 202(a)(22) of the Advisers Act);
- any bank as defined in Section 3(a)(2) of the Securities Act, any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity, or any insurance company as defined in Section 2(13) of the Securities Act;
- any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets of more than \$5,000,000.
- any entity in which all of the equity owners are accredited investors.

Furthermore, if other than a natural person, such entity represents and warrants that it meets the requirements of the initialed category: **(INITIAL AND COMPLETE THE APPLICABLE CATEGORY)**

- (a) The entity is purchasing the Notes with funds that constitute, directly or indirectly, the assets of a Benefit Plan Investor (defined below). The entity hereby represents and warrants that its investment in the Company: (i) does not violate and is not otherwise inconsistent with the terms of any legal document constituting or governing the employee benefit plan; (ii) has been duly authorized and approved by all necessary parties; and (iii) is in compliance with all applicable laws.
- (b) The entity is not purchasing the Notes with funds that constitute, directly or indirectly, the assets of a “Benefit Plan Investor” (defined below).

The term “*Benefit Plan Investor*” means a benefit plan investor within the meaning of U.S. Department of Labor Regulation 29 C.F.R. Section 2510.3-101, which includes (i) any employee benefit plan (as defined in Section 3(3) of ERISA), whether or not such plan is subject to Title I of ERISA (which includes both U.S. and Non-U.S. plans, plans of governmental entities as well as private employers, church plans and certain assets held in connection with nonqualified deferred compensation plans); (ii) any plan described in Code Section 4975(e)(1) (which includes a trust described in Code Section 401(a) which forms a part of a plan, which trust or plan is exempt from tax under Code Section 501(a), a plan described in Code Section 403(a), an individual retirement account described in Code Sections 408(a) or 408A, an individual retirement annuity described in Code Section 408(b), a medical savings account described in Code Section 220(d), and an education individual retirement account described in Code Section 530); and (iii) any entity whose underlying assets include plan assets by reason of a plan's investment in the entity (generally because twenty-five percent (25%) or more of a class of interests in the entity is owned by plans). Benefit Plan Investors also include that portion of any insurance company's general account assets that are considered “plan assets” and the assets of any insurance company separate account or bank common or collective trust in which plans invest. 100% of an investor's interests whose underlying assets include “plan assets,” such as a fund investor, shall be treated as “plan assets” by the Trustees for purposes of meeting an exemption under the Department of Labor regulation.

- (e) I understand that no governmental entity, including the U.S. Securities and Exchange Commission (the “Commission”) or the securities commission or authorities of any other jurisdiction, has approved or disapproved the Notes, passed upon or endorsed the merits of the offering of the Notes, or made any finding or determination as to the fairness of the Notes to investors.
- (f) I have full power and authority to enter into, execute, deliver, and perform my obligations under this Agreement, and when signed and delivered by or on behalf of myself, are or will be my legal and binding obligations, enforceable against me in accordance with their terms.
- (g) If I reside in a community property state and am married, I represent that my spouse has either signed this Subscription Agreement or, if my spouse does not sign, that my spouse has consented to my entrance into this Subscription Agreement in connection with the purchase of the Notes.
- (h) No person acting on behalf of or under my authority is or will be entitled to any broker's, finder's, or similar fee or commission in connection with the purchase of the Notes.

- (i) I have been encouraged to rely upon the advice of my own legal counsel and accountants or other financial advisors with respect to the tax and other considerations relating to my acquisition of the Notes and the other transactions contemplated by this Agreement. I have been offered, during the course of discussions concerning the transactions contemplated by this Agreement, the opportunity to ask such questions and inspect such documents concerning the Company and its business and affairs as I have requested, so as to understand more fully the nature of my purchase of the Notes and to verify the accuracy of the information supplied.
- (j) I have such knowledge of, and experience in, financial and business matters as to be capable of (A) evaluating the merits and risks of, and bearing the economic risks entailed by, an investment in the Notes and (B) protecting my interests in connection with that investment. I acknowledge that an investment in the Notes involves a high degree of risk.
- (k) I understand that the Notes are, and will remain, illiquid. I have reviewed my financial condition and commitments, and discussed those matters with advisors to the extent that I consider necessary. Based on that review, I am satisfied that I (A) have adequate means of providing for my financial needs without selling, transferring or otherwise disposing of any the Notes and (B) am capable of bearing the economic risk of (y) investing in the Notes for an indefinite period of time and (z) the possible loss of all or part of my investment in the Notes.
- (l) I represent that I have delivered or will deliver to the Company and any third party identified by the Company, including the Dealer Manager, that certain information and due diligence reasonably requested to verify my status as an accredited investor, as required by Rule 506(c) of Regulation D. I acknowledge that I will not be permitted to subscribe until the Company has received certification of my accredited investor status.
- (m) I understand that the Company may engage an independent third-party verification provider to perform such verifications or utilize other methods pursuant to Rule 506(c) of Regulation D. Such independent third-party verification provider may contact me directly, and I must promptly work with the verification provider to complete the verification process. The cost of such verification will be paid by the Company.
- (n) I have received, read and fully understand the Memorandum and am basing my decision to invest solely on the information contained in the Memorandum. I have relied only on the information contained in the Memorandum and has not relied on any representations made by any other person.
- (o) I represent that neither, myself nor any subsidiary, affiliate, owner, shareholder, partner, indemnitor, guarantor or related person or entity: (a) is a Sanctioned Person (as defined below); (b) has more than 15% of its assets in Sanctioned Countries (as defined below); or (c) derives more than 15% of its operating income from investments in, or transactions with Sanctioned Persons or Sanctioned Countries. For purposes of the foregoing, a "Sanctioned Person" means: (a) a person named on the list of "specially designated nationals" or "blocked persons" maintained by the U.S. Office of Foreign Assets Control ("OFAC") at <http://www.treas.gov/offices/eotffc/ofac/>, or as otherwise published from time to time, or (b) (i) an agency of the government of a Sanctioned Country, (ii) an organization controlled by a Sanctioned Country, or (iii) a person resident in a Sanctioned Country, to the extent subject to a sanctions program administered by OFAC. A "Sanctioned Country" shall mean a country subject to a sanctions program identified on the list maintained by OFAC and available at <http://www.treas.gov/offices/eotffc/ofac/>, or as otherwise published from time to time.
- (p) I represent that I understand that the Notes are "restricted securities" under applicable federal securities laws and that the Securities Act and the rules of the Commission provide in substance that the undersigned may dispose of the Notes only pursuant to an effective registration statement under the Securities Act or an exemption from the registration requirements of the Securities Act, and the undersigned understands that the Company has no obligation or intention to register any of the Notes or the offering or sale thereof, or to take action so as to permit offers or sales pursuant to the Securities Act or an exemption from registration thereunder (including pursuant to Rule 144 thereunder). Accordingly, the undersigned understands that under the Commission's rules, the undersigned may dispose of the Notes only with the written consent of the Company and only in "private placements" which are exempt from registration under the Securities Act, in which event the transferee will acquire "restricted securities," subject to the same limitations that apply to the Notes in the hands of the undersigned. Furthermore, I represent that:

(A) I will not sell, assign, pledge, give, transfer or otherwise dispose of the Notes or any interest therein, or make any offer or attempt to do any of the foregoing, unless the transaction is (i) expressly consented to by the Company in writing; and (ii) is registered under the Securities Act and complies with the requirements of all applicable state securities laws or is exempt from the registration provisions of the Securities Act and all applicable requirements of state securities laws;

(B) that the Notes will bear a legend making reference to the foregoing restrictions; and (C) that the Company and its affiliates shall not be required to give effect to any purported transfer of such Notes.

- (q) I understand that the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgements and understandings set out in this Agreement in order to determine the suitability of myself to acquire the Notes.
- (r) The foregoing representations, warranties and agreements shall survive my signing of this Agreement and the issuance of the Notes to me.
- (s) Any notices shall be deemed to have been received by you upon electronic delivery to your e-mail address provided to the Company in this Agreement or otherwise.

By making the foregoing representations you have not waived any right of action you may have under federal or state securities law. Any such waiver would be unenforceable. The company will assert your representations as a defense in any subsequent litigation where such assertion would be relevant. This Subscription Agreement and all rights hereunder shall be governed by, and interpreted in accordance with, the laws of the State of Delaware without giving effect to the principles of conflict of laws.

8. Investor Signatures

Digital (“electronic”) signatures, often referred to as an “e-signature”, enable paperless contracts and expedite business transactions. The 2001 E-Sign Act was meant to ease the adoption of electronic signatures. The mechanics of this Subscription Agreement’s electronic signature include your signing this Agreement below by typing in your name, with the underlying software recording your IP address, your browser identification, the timestamp, and a securities hash within an SSL encrypted environment. This electronically signed Subscription Agreement will be available to both, you and the Company, as well as any associated brokers, so they can store and access it at any time, and it will be stored and accessible on www.rocxplatform.com. You and the Company each hereby consents and agrees that electronically signing this Subscription Agreement constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, all parties agree that no certification authority or other third-party verification is necessary to validate any electronic signature; and that the lack of such certification or third-party verification will not in any way affect the enforceability of your signature or resulting contract between you and the Company. You understand and agree that your e-signature executed in conjunction with the electronic submission of this Subscription Agreement shall be legally binding and such transaction shall be considered authorized by you. You agree your electronic signature is the legal equivalent of your manual signature on this Subscription Agreement. You consent to be legally bound by this Subscription Agreement's terms and conditions. Furthermore, you and the Company, each hereby agrees that all current and future notices, confirmations and other communications regarding this Subscription Agreement specifically, and future communications in general between the parties, may be made by email, sent to the email address of record as set forth in this Subscription Agreement or as otherwise from time to time changed or updated and disclosed to the other party, without necessity of confirmation of receipt, delivery or reading, and such form of electronic communication is sufficient for all matters regarding the relationship between the parties. If any such electronically sent communication fails to be received for any reason, including but not limited to such communications being diverted to the recipients spam filters by the recipients email service provider, or due to a recipient’s change of address, or due to technology issues by the recipients service provider, the parties agree that the burden of such failure to receive is on the recipient and not the sender, and that the sender is under no obligation to resend communications via any other means, including but not limited to postal service or overnight courier, and that such communications shall for all purposes, including legal and regulatory, be deemed to have been delivered and received. No physical, paper documents will be sent to you, and if you desire physical documents then you agree to be satisfied by directly and personally printing, at your own expense, the electronically sent communication(s) and maintaining such physical records in any manner or form that you desire.

Your Consent is Hereby Given: By signing this Subscription Agreement electronically, you are explicitly agreeing to receive documents electronically including your copy of this signed Subscription Agreement as well as ongoing disclosures, communications and notices.

(SIGNATURE PAGE FOLLOWS)

SIGNATURES:

THE UNDERSIGNED HAS THE AUTHORITY TO ENTER INTO THIS PURCHASER QUESTIONNAIRE AND SUBSCRIPTION AGREEMENT ON BEHALF OF THE PERSON(S) OR ENTITY REGISTERED ABOVE.

Signature of Individual/Trustee/Beneficial Owner/Custodian

Date

Printed Name

Signature of Joint Owner/Co-trustee

Date

Printed Name

FIRM ACKNOWLEDGMENT:

Signature – Firm Principal

Date

Printed Name

Signature – Authorized Representative

Date

Printed Name

SUBSCRIPTION ACCEPTED:

ADAMANTIUM CAPITAL LLC, a Delaware limited liability company

Name: _____

Its: _____ Dated: _____

Addendum A

BROKER-DEALER REPRESENTATIONS AND WARRANTIES

Investor suitability requirements have been established by the Company and are in the Memorandum. Before recommending the purchase of Notes, we have reasonable grounds to believe, on the basis of information supplied by the Investor concerning his or her investment objectives, other investments, financial situation and needs, and other pertinent information that: (i) the Investor is an “accredited investor” as defined in Section 501(a) of Regulation D of the Securities Act of 1933; (ii) the Investor meets the investor suitability requirements established by the Company; (iii) the acquisition of Notes is a suitable investment for such Investor, as may be required by the Memorandum and all applicable laws, rules, and regulations; (iv) the Investor is or will be in a financial position appropriate to enable such Investor to realize to a significant extent the benefits described in the Memorandum; (v) the Investor has a fair market net worth and income sufficient to sustain the risks inherent in the Investor’s acquisition of the Notes, including loss of investment and lack of liquidity; and (vi) the Notes are otherwise a suitable investment for the Investor. We will maintain in our files documents disclosing the basis upon which the suitability of this Investor was determined as well as documents establishing a pre-existing relationship with the Investor.

We verify that the above subscription either does not involve a discretionary account or, if so, that the Investor’s prior written approval was obtained relating to the liquidity and marketability of the Notes during the term of the investment.

Purchaser Name _____

Broker-Dealer Firm Name _____

Registered Representative _____
(Please Print)

Registered Representative’s BRANCH ADDRESS, City, State, Zip

Registered Representative CRD # _____

Branch Phone Number (_____) _____

E-mail address: _____

I certify that I am registered to sell securities in the state in which this investor(s) reside(s).
INITIAL _____ Reg. Rep.

I certify that I am currently licensed with the FINRA and all necessary state regulatory agencies to sell the security which is the subject of this document.
INITIAL _____ Reg. Rep.

Each of the undersigned hereby certifies that the registered representative identified herein is the only person who will receive any compensation, directly or indirectly, for the solicitation of this/these investor’s/s’ subscription for Notes and is not subject to any disqualifying event. The Broker-Dealer reaffirms the representations and warranties in Section 2 of the Managing Broker-Dealer Agreement and/or Section 1 of the Soliciting Dealer Agreement with respect to the offering of the Notes to which the Broker-Dealer is a party.

Signature of Registered Representative (REQUIRED)

Signature of Broker Dealer Principal (REQUIRED)

LOAN AGREEMENT

THIS LOAN AGREEMENT (the “**Agreement**”) made this 13th day of September, 2023, by and between Phoenix Capital Group Holdings, LLC, a Delaware limited liability company (the “**Borrower**”), and Adamantium Capital LLC, a Delaware limited liability company (the “**Lender**”).

RECITALS

A. The Lender is an affiliate of the Borrower and pursuant to that certain Private Placement Memorandum dated September 13, 2023, as the same may be supplemented or amended (the “**Memorandum**”), the Lender is offering a maximum of \$200,000,000 in the aggregate of its senior unsecured notes (the “**Notes**”), the proceeds of which are intended to be loaned to the Borrower.

B. The Borrower has requested that the Lender provide a loan (the “**Loan**”) to the Borrower in the maximum principal amount of Two Hundred Million and 0/100 dollars (\$200,000,000.00) to provide funds from time to time when and as received from the proceeds of the Notes for the purpose of (i) purchasing mineral rights and non-operated working interests, as well as additional asset acquisitions, (ii) to finance potential drilling and exploration operations of one or more subsidiaries of the Borrower; and (iii) other working capital needs, all as further described below.

C. The Lender is willing to lend to the Borrower funds up to the amount requested upon the terms and conditions herein set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows

SECTION 1. THE LOAN FACILITY

1.1 Amount of Loan. Subject to the terms and conditions contained herein, the Lender agrees to lend, and the Borrower agrees to borrow, upon the terms, covenants and conditions of this Agreement, in one or more advances (each an “**Advance**” and collectively, the “**Advances**”), the principal sum up to the aggregate amount of the Loan for the purposes described above. The Loan is not a revolving credit facility. Accordingly, upon repayment of any Advance, the Borrower shall not have any right to reborrow any amounts repaid to Lender subject to the terms of this Agreement.

1.2 Advances.

(a) The maximum outstanding principal amount of the Loan is Two Hundred Million and no/100 Dollars (\$200,000,000.00) (the “**Maximum Advance Amount**”). Advances of the Loan shall be available from the date hereof to and including the third (3rd) anniversary of the date hereof (the “**Final Draw Date**”). Subject to the conditions set forth in Section 9 below, the Borrower may request an Advance from time to time during the period from the date hereof until the Final Draw Date, the form of which request is attached hereto and incorporated herein as Exhibit A, provided, however, that under no circumstances shall the cumulative outstanding amount of all Advances of the Loan made hereunder exceed the Maximum Advance Amount. The timing of the disbursements of any Advance shall be contingent upon the receipt by the Lender of the proceeds of the Notes.

(b) The Loan availability under this Section shall be evidenced by this Agreement, the Notes (defined below) and by the Loan Documents (defined below). At the option of the Lender, an Advance may be made either be (i) on a current pay basis whereby the Borrower makes monthly payments to the Lender of interest only (“**Current Pay Advance**”) or (ii) on an accrual pay basis whereby interest will compound monthly and the Borrower will pay all accrued and unpaid interest at maturity (“**Accrual Pay Advance**”).

(c) Each Advance may have a different term of maturity and interest rates. In general, (i) the maturity date, payment terms and interest rate applicable to each Current Pay Advance shall be as set forth in Schedule 1 to the Subordinate Master Credit Note (Current Pay) (the “**Current Pay Note**”) and (ii) the maturity date, payment terms and interest rate applicable to each Accrual Pay Advance shall be as set forth in Schedule 1 to the Subordinate Master Credit Note (Accrual Pay) (the “**Accrual Pay Note**”) and together with the Current Pay Note, the “**Notes**”), each from the Borrower to the Lender dated as of the date hereof and evidencing the Loan.

(d) Regardless of the Maximum Advance Amount, no Advance may cause the Loan to exceed the borrowing limits set forth in Section 1.4 below. The Lender will evaluate each Advance request independently from any other Advances, which evaluation and funding shall be subject to the terms and conditions herein.

1.3 Use of Proceeds. The proceeds of the Loan will be used solely for the purpose of (i) purchasing mineral rights and non-operated working interests, as well as additional asset acquisitions, (ii) to finance potential drilling and exploration operations of one or more subsidiaries of the Borrower, and (iii) other working capital needs.

1.4 Borrowing Limits. The aggregate outstanding amount of all Advances shall not exceed one hundred percent (100%) of the aggregate total discounted present value of the Collateral (defined below) subject to the lien of one or more Mortgages, after deducting any allocable amount securing any outstanding Senior Debt (defined below) (the “**Loan-to-Value Ratio**”), which value shall be determined by one or more reserve studies obtained from time to time (each a “**Reserve Study**” and collectively, the “**Reserve Studies**”) as reported on an annual basis by the Borrower to the Lender. For purposes of this Section, a Reserve Study shall be determined by an independent, qualified third party, as selected and/or approved by the Lender in its sole discretion. Once approved by the Lender, the Reserve Study determined shall be conclusive and, until an updated Reserve Study is obtained, shall be the basis for calculating the Loan-to-Value Ratio. In the event the aggregate outstanding Advances exceed the Loan-to-Value Ratio, such event shall not be deemed an Event of Default; and the Borrower shall cure such deficiency by either pledging additional Collateral or repaying a portion of the Loan until the Loan-to-Value Ratio is met.

1.5 Prepayment; Redemption. The Borrower shall have the right to prepay the Loan, in whole or in part, without penalty or premium. To the extent the underlying Notes are accelerated, prepaid or redeemed, in whole or in part, the Borrower shall be obligated to pay, prepay or redeem, in whole or in part, as applicable, all or any part of an outstanding indebtedness under the Notes or this Agreement, on the same terms as the underlying Notes.

1.6 Loan Documents. This Loan Agreement, the Notes, the Mortgages (as defined below) and all other agreements and documents executed and/or delivered pursuant or subject hereto, as each may be amended, modified, extended or renewed from time to time, are collectively referred to herein as the “**Loan Documents**.”

SECTION 2. SECURITY

2.1 Contemporaneously with the execution of this Agreement, and to secure the payment of all loans to be made hereunder and all other present and future indebtedness of the Borrower to the Lender, both absolute and contingent, the Borrower agrees to enter into a (i) Mortgage - Collateral Real Estate Mortgage, Assignment of Production, Security Agreement, Financing Statement and Fixture Filing with respect to the Borrower's oil and gas properties located in Williams County, North Dakota; and (ii) such other mortgage, deed of trust or security instrument as necessary to grant security interests in the oil and gas producing properties more particularly described therein (each a "**Mortgage**" and, collectively, the "**Mortgages**") in favor of the Lender which Mortgages are to be in form and with content required by the Lender, whereby the Lender is granted a subordinate security interest in the oil and gas producing properties more particularly described in the Mortgages (collectively, the "**Collateral**"), which subordination is described in more detail in Section 3 below. The Borrower shall execute any and all other documents necessary to perfect the Lender's liens and security interests in such Collateral, including, but not limited to, collateral assignments or mortgages in form and with content required by the Lender with respect to any Collateral leased by the Borrower.

2.2 The Borrower may, upon prior written notice to, but without the consent of, the Lender, release, add or substitute any portion of the Collateral, provided, however, that before and immediately following such release, addition or substitution, the Loan-to-Value ratio of the remaining Collateral will be less than or equal to one hundred percent (100%) after deducting the amount securing any outstanding Senior Debt. The Lender will, at the Borrower's expense, execute and deliver to the Borrower such documents as the Borrower may reasonably request to evidence the release, addition or substitution, as applicable, of such Collateral, including the amendment of the applicable Mortgage. The Borrower shall pay all fees, costs and expenses incurred or required by the Lender to release or add Collateral pledged as security under the Loan, including, but not limited to legal fees, title work, valuation costs, filing fees and modification fees.

SECTION 3. SUBORDINATION

3.1 Payment Subordination. Notwithstanding anything to the contrary contained in this Agreement or the other Loan Documents, the Loan, and the terms and conditions set forth in the Loan Documents, shall at all times be wholly subordinate and junior in right and time of payment to the prior current payment of any and all other secured indebtedness incurred by the Borrower, whether now existing or later incurred, including, but not limited to, that certain loan from Amarillo National Bank ("**ANB**") to the Borrower in the original principal amount of \$30,000,000 pursuant to that certain Commercial Credit Agreement dated as of July 24, 2023 by and among ANB, the Borrower and its subsidiary, Phoenix Operating, LLC, as borrower (collectively, the "**Senior Debt**"), but excepting any debt with affiliates of the Borrower and excepting any unsecured notes, bonds or other debt instruments issued by the Borrower in a securities offering exempt from the registration requirements of the Securities Act of 1933, as amended, pursuant to Regulation A or Regulation D promulgated thereunder including, without limitation, such notes, bonds and other debt instruments, whether outstanding or currently being offered, described in the Memorandum. All payments of Senior Debt then due must be satisfied before any current payment of the Loan may be made.

3.2 Lien Subordination. The Mortgages shall be subject and subordinate at all times to the lien of any mortgage, deed of trust, other similar instrument, or any other encumbrance(s) which may now or which may at any time hereafter be made upon the Collateral to secure the Senior Debt.

3.3 Self-Operative. The subordination herein shall be self-operative, and no further instrument of subordination shall be required to effect the subordination and shall apply with respect to all advances,

extensions, renewals, modifications, replacements, consolidations or substitutions of the Loan or the Loan Documents.

3.4 Additional Documentation. The Lender hereby agrees to execute at the Borrower's request and expense, any instrument that the Borrower or any lender may deem necessary or desirable to effect the subordination of this Agreement to any such mortgage, deed of trust, or other similar instrument executed in connection with the Senior Debt.

SECTION 4. WARRANTIES AND REPRESENTATIONS

The Borrower represents and warrants to the Lender that:

4.1 Existence and Power. The Borrower is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite power and authority to (i) execute and deliver this Agreement and the Loan Documents provided for herein and as may be required by the Lender from time to time, (ii) perform all of its obligations under this Agreement and the Loan Documents, (iii) to borrow as herein provided and to do all things required of it hereunder and in the Loan Documents, and (iv) transact business in each state in which any of the Borrower's oil, gas or mineral properties are located or in which the Borrower is otherwise conducting business.

4.2 Authority and Validity. The execution, delivery and performance by the Borrower of the Loan Documents have been duly authorized by all necessary company action by the Borrower. This Agreement and all of the Loan Documents which, when executed, will constitute the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, subject to limitations as to enforceability with respect to bankruptcy, insolvency, moratorium and other similar laws effecting creditors' rights generally and subject to limitations on the availability of equitable remedies.

4.3 Liens and Encumbrances. All Collateral and real property described in this Agreement and the Loan Documents, and pledged to the Lender as security for the Borrower's obligations are owned free and clear of all liens and encumbrances except as may have been disclosed in writing to the Lender prior to the date of this Agreement or as may be otherwise indicated or permitted in this Agreement.

4.4 Other Agreements. The execution and performance of this Agreement and the Loan Documents will not violate any provision of any agreement or instrument to which the Borrower is a party, nor require the consent or approval of any governmental agency or authority or of any third party. The Borrower is not in default with respect to any loan, agreement or other obligation which it may have with any person or entity.

4.5 Financial Information. The financial information submitted to the Lender in connection with obtaining the Loan was prepared in accordance with generally accepted accounting principles ("GAAP"). The Borrower further warrants that the financial information submitted to the Lender are true and correct and that the conditions reflected by them have not materially changed between that date and the closing of this Agreement. The Borrower acknowledges and agrees that the Borrower's delivery of any financial information to the Lender after the date of this Agreement shall be deemed the Borrower's certification that the delivered financial information is true, correct, and complete.

4.6 Taxes. The Borrower has filed all tax returns required to be filed, and has paid, or made adequate provision for the payment of all taxes shown to be due and payable on such returns or in any assessments made against the Borrower, and no tax liens have been filed and no claims are being asserted in respect to such taxes which are required by GAAP to be reflected in the financial statements of the

Borrower and are not so reflected therein. The charges, accruals and reserves on the books of the Borrower with respect to all federal, state, local and other taxes are considered by the management of the Borrower to be adequate, and there is no unpaid assessment which is or might be due and payable by the Borrower to create a lien against the Borrower's property or any property held by any subsidiary of the Borrower, except such assessments as are being contested in good faith and by appropriate proceedings diligently conducted, and for which adequate reserves have been set aside in accordance with GAAP. None of the tax returns of the Borrower, or any subsidiary of the Borrower, has been or is under audit.

4.7 Compliance with Applicable Laws. The Borrower is not in default in respect of any judgment, order, writ, injunction, decree or decision of any governmental body, which default would have a material adverse effect on this Agreement or any Loan Documents. The Borrower is in compliance in all material respects with all applicable statutes and regulations, including, without limitation, all environmental laws, ERISA, ADA and all laws and regulations relating to unfair labor practices, equal employment opportunity and employee safety, of all governmental bodies, a violation of which would reasonably be likely to have a material adverse effect on the transactions contemplated by this Agreement or the Loan Documents. No material condemnation, eminent domain or expropriation has been commenced or, to the best of the Borrower's knowledge, threatened against the property which the Borrower owns.

4.8 Legal Actions. The Borrower is not aware of any pending or threatened actions, suits, arbitration proceedings and/or claims at law or in equity before any governmental body that would reasonably be expected to materially and adversely effect the Borrower's ability to repay the Loan, except as may have been disclosed in writing to the Lender prior to the date of this Agreement or as may be otherwise indicated in this Agreement.

4.9 No Misrepresentation. Neither this Agreement nor any Loan Document or other instrument, certificate, information or report furnished or to be furnished by or on behalf of the Borrower to the Lender in connection with any of the transactions contemplated hereby or thereby, contains or will contain a misstatement of material fact, or omits or will omit to state a material fact required to be stated in order to make the statements contained herein or therein, taken as a whole, not misleading in the light of the circumstances under which such statements were made. There is no fact, other than information known to the public generally, known to or reasonably foreseen by the Borrower that would be expected to have a material adverse effect that has not been expressly disclosed to the Lender in writing.

SECTION 5. AFFIRMATIVE COVENANTS OF BORROWER

From the date hereof and until all indebtedness under this Agreement and the Loan Documents has been paid in full to the Lender, the Borrower covenants and agrees that it will:

5.1 Financial Information. Provide (which delivery may be via electronic mail) to the Lender, (i) monthly reports of its cash and cash equivalents; (ii) annually, within one hundred twenty (120) days following December 31st, a written statement certifying that to the knowledge of the Borrower's officers the Borrower is in compliance with this Agreement, or specifying any Event of Default hereunder; and (iii) within 15 days after the Borrower files the same with the SEC, copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may from time to time by rules and regulations prescribe) that the Borrower files with the SEC pursuant to Section 13 or Section 15(d) of the Exchange Act; *provided, however*, the Company shall not be required to deliver to the Lender any materials for which the Borrower has sought and received confidential treatment by the SEC; and *provided further*, so long as such filings by the Borrower are available on the SEC's Electronic Data Gathering, Analysis and Retrieval System (EDGAR), such filings shall be deemed to have been filed with the Lender for purposes of this Section 5.1 without any further action required by the Borrower, *provided, however*, that the Lender shall have no obligation whatsoever to determine if such

filing has been so made and shall have no obligation to review any of the reports or other documentation delivered to it under this Section 5.1.

5.2 Insurance. Maintain and keep in force insurance of such type and in such reasonable amounts and with such insurers as customarily carried in similar lines of business.

5.3 Taxes and Assessments. Pay or cause to be paid as often as the same may become due and payable, all taxes and assessments of any nature which may be lawfully assessed or levied against the Borrower or any of its subsidiaries.

5.4 Collateral. The Borrower shall preserve, maintain in good working order and condition, and protect the security provided for in this Agreement and in the agreements executed in connection herewith including, but not limited to, the Mortgages, and shall defend the right and interests of the Lender in such security against the claims and demands of all persons and apply the proceeds of any sale of such Collateral to the repayment of the Notes.

5.5 Compliance with Laws. Comply with all federal, state and local laws, ordinances, requirements and regulations and all judgments, orders, injunctions and decrees applicable to The Borrower and its operations, the failure to comply with which would have a material adverse effect.

5.6 Loan-to-Value. From and after the date hereof, the Borrower agrees to maintain at all times during the term of the Loan a Loan-to-Value ratio of less than or equal to one hundred percent (100%), subject to the terms and conditions of Section 1.4.

5.7 Lender Fees. The Borrower shall be solely responsible for: (i) any and all fees or commissions owed to any broker, finder, or agent with respect to the sale of the underlying Notes; and (ii) any offering, organization or other fees and costs of the Lender, excepting any costs related to debt service on or repayment of the Notes, as the fees payable to the Lender for the Loan. The Lender has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the underlying Notes or the transactions contemplated by this Agreement.

SECTION 6. NEGATIVE COVENANTS

From the date hereof and until all loans provided for hereunder are paid in full, the Borrower covenants and agrees it will not without prior consent of the Lender:

6.1 Sale of Transfer of Assets/Collateral. Except as may be permitted by Section 2.2 in connection with a Mortgage, sell, encumber or transfer any asset of the Borrower or the Collateral pledged as security under a Mortgage without the Lender's prior written consent.

6.2 Security Interests and Liens. Except as permitted by Section 3.1, create any security interest, lien or other encumbrance in or on any of the assets securing this Loan without the prior written consent of the Lender.

SECTION 7. EVENTS OF DEFAULT

Any of the following shall constitute an Event of Default under this Agreement:

7.1 Default in Payment. If the Borrower shall default in the payment of any sums due under

this Agreement or the Notes and such failure shall continue for a period of sixty (60) days after such due date.

7.2 Non-Monetary Default. Failure in the performance of any of the agreements, conditions, covenants, provisions or stipulations contained in the Loan Documents which is not cured within one hundred twenty (120) days from written notice thereof from the Lender to the Borrower.

7.3 Bankruptcy. If a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Borrower, or if the Borrower becomes unable to meet its obligations as they mature or if the Borrower shall commit an act of bankruptcy.

SECTION 8. REMEDIES UPON DEFAULT

Upon the occurrence of any of the Events of Default defined above, unless such Event of Default is waived in writing by the Lender, the Lender shall be entitled, at its option, to exercise any or all of the following rights and remedies:

(a) Declare the entire unpaid balance of all indebtedness hereunder, including accrued and unpaid interest, immediately due and payable, without presentment, demand or notice of any kind, all of which are hereby expressly waived.

(b) Exercise any enforcement remedy specified in this Agreement, or in any Notes or Mortgages executed in connection with this Agreement.

SECTION 9. CONDITIONS PRECEDENT TO ADVANCES

The obligations of the Lender under this Agreement to make Advances are subject to the following conditions precedent, all of which must be fulfilled prior to or concurrently with an Advance under this Agreement:

(a) The Borrower shall have executed and delivered the Notes and the Mortgages, satisfying the Loan-to-Value Ratio, to the Lender.

(b) The Lender has received all documents required by this Agreement to be delivered to the Lender and such documents shall be in full force and effect.

(c) All representations or warranties contained in this Agreement are true and correct.

(d) There is no Event of Default and no condition, event or act, which with notice or lapse of time, or both, would constitute an event of default.

(e) All legal proceedings and documents in connection with the borrowing under this Agreement are satisfactory in form and substance to the Lender and its counsel.

(f) The Lender shall have received all fees, costs and expenses required to be paid by the Borrower under the terms of this Agreement.

SECTION 10. MISCELLANEOUS

10.1 Notice. Any and all notices required under this Agreement shall be in writing, and shall be served either personally or by United States mail, with postage thereon fully prepaid, addressed to the Borrower as:

Phoenix Capital Group Holdings, LLC
Attn: Chief Financial Officer
18575 Jamboree Road, Suite 830
Irvine, CA 92612

and to the Lender as:

Adamantium LLC
Attn: Chief Financial Officer
18575 Jamboree Road, Suite 830
Irvine, CA 92612

10.2 Waiver. Failure of the Lender to enforce at any time, or for any period of time, any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of the Lender thereafter to enforce each and every provision. Nor shall a waiver by the Lender on any one occasion be construed as a bar to or waiver of any right on any future occasions. All rights and remedies of the Lender shall be cumulative and be exercised singularly or concurrently.

10.3 Amendment. No amendment to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any amendment, change, extension or discharge is sought.

10.4 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof. Any action, suit, or proceeding brought by any party to this Agreement relating to or arising out of this Agreement or any other agreement, instrument, certificate or other document delivered pursuant hereto (or the enforcement hereof or thereof) must be brought and prosecuted as to all parties in, and each of the parties hereby consents to service of process, personal jurisdiction and venue in, the state and federal courts of general jurisdiction located in the State of Delaware.

10.5 Commercial Purpose. The Borrower warrants and stipulates that the entire amount of the indebtedness evidenced by this Loan will be used for commercial purposes.

10.6 Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Borrower may not voluntarily or involuntarily assign its interest under this Agreement without the prior written consent of the Lender. All covenants, agreements, statements, representations, warranties and indemnities in this Agreement by and on behalf of any of the parties hereto shall bind and inure to the benefit of their respective successors and permitted assigns of the parties hereto.

10.7 No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

10.8 Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

10.9 Survival. All covenants, representations and warranties made in the Agreement survive its termination and continue until the Lender receives payment in full of all sums owing under the Notes and this Agreement.

10.10 Consequential Damages. Neither the Lender nor any agent or attorney of the Lender shall be liable to the Borrower for consequential damages arising from any breach of contract, tort or other wrong relating to the establishment, administration or collection of the Borrower's indebtedness under this Agreement.

10.11 No Fiduciary Relationship. No provision in this Agreement and no course of dealing among the parties hereto, shall be deemed to create any fiduciary duty by the Lender to the Borrower.

10.12 Severability. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

10.13 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matter provided for herein. Any waiver by either party of any of its rights under this Agreement or of any breach of this Agreement shall not constitute a waiver of any other rights or of any other or future breach.

10.14 JURY WAIVER. THE BORROWER AND THE LENDER HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG THE BORROWER AND THE LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP BETWEEN THE BORROWER AND THE LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE LENDER TO PROVIDE THE LOAN DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BORROWER:

PHOENIX CAPITAL GROUP HOLDINGS, LLC

By: Lindsay Wilson
Name: Lindsay Wilson
Title: Manager

LENDER:

ADAMANTIUM CAPITAL LLC

By: Lindsay Wilson
Name: Lindsay Wilson
Title: Manager

LOAN AGREEMENT AMENDMENT AND NOTE MODIFICATION AGREEMENT

THIS LOAN AGREEMENT AMENDMENT AND NOTE MODIFICATION AGREEMENT (“**Agreement**”) is made as of October 30, 2023, by and between Phoenix Capital Group Holdings, LLC (the “**Original Borrower**”); Phoenix Operating, LLC (the “**New Borrower**”); and Adamantium Capital LLC (the “**Lender**”).

RECITALS:

A. Original Borrower and Lender entered into that certain Loan Agreement dated as of September 13, 2023 (the “**Loan Agreement**”), pursuant to which Lender agreed to extend a secured loan to Borrower in the maximum principal amount of up to \$200,000,000.00 (the “**Loan**”), and Original Borrower agreed to obtain credit from Lender, on the terms and conditions set forth in the Loan Agreement.

B. The Loan is evidenced by a Subordinate Master Credit Note (Accrual Pay) and a Subordinate Master Credit Note (Current Pay) made by the Original Borrower in favor of Lender as of September 13, 2023 (collectively, the “**Notes**”)

C. New Borrower is a subsidiary of Original Borrower and now desires to become a borrower of the Loan, a party to the Loan Agreement and a borrower of the Notes, and each of Original Borrower and Lender desire the same.

D. New Borrower, Original Borrower and Lender now desire to execute this Agreement to set forth their agreements with respect to the above referenced matters.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Except as modified hereby, all capitalized terms used in this Agreement will have the respective meanings assigned thereto in the Loan Agreement unless otherwise defined in this Agreement.

2. Amendments to Loan Documents. New Borrower is hereby added as a borrower under the Loan Agreement and each of the Notes. All use of the term “**Borrower**” in the Loan Agreement, each of the Notes and any mortgage, pledge, deed of trust, financing statement or other security instrument entered into to secure the Loan (collectively, the “**Loan Documents**”) shall, and shall be deemed to, refer to New Borrower and Original Borrower, collectively.

3. Ratification; No Novation; Reaffirmation of Grant of Security Interest. Borrower promises and agrees to pay and perform the obligations of payment and performance set forth in the Loan Agreement and Notes, as hereby modified and amended, and further agrees to perform all of its requirements, conditions and obligations under the terms of the Loan Documents as hereby modified and amended, all such documents being hereby ratified and affirmed. The execution and delivery of this Agreement shall not constitute a novation or accord and satisfaction of any Loan Document, or a modification of any lien, encumbrance or security title, if any, securing the obligations thereunder. All references in the Loan Documents to the Loan Agreement shall hereinafter be deemed to be a reference to such document as amended by this Agreement.

4. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflict of laws.

5. Binding Effect. This Agreement shall be binding on and inure to the benefit of any assignee or the respective successors and assigns of the parties hereto.

6. Counterparts Telecopied Signatures. This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed,

shall be deemed an original but all such counterparts shall constitute one and the same instrument. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature to this Agreement.

[SIGNATURE PAGE FOLLOWS]

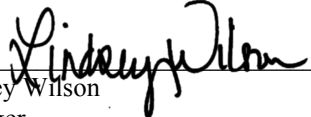
LOAN AGREEMENT AMENDMENT AND NOTE MODIFICATION AGREEMENT

[SIGNATURE PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be signed by its duly authorized representative as of the day and year first above written.

ORIGINAL BORROWER:

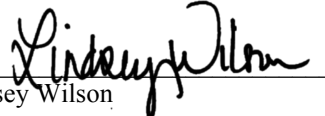
PHOENIX CAPITAL GROUP HOLDINGS, LLC
a Delaware limited liability company

By: 
Name: Lindsey Wilson
Title: Manager

NEW BORROWER

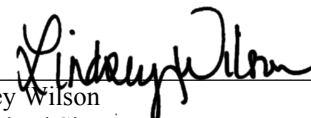
PHOENIX OPERATING, LLC,
a Delaware limited liability company

By: Phoenix Capital Group Holdings, LLC
Its: Manager

By: 
Name: Lindsey Wilson
Its: Manager

LENDER:

ADAMANTIUM CAPITAL LLC
a Delaware limited liability company

By: 
Name: Lindsey Wilson
Title: Authorized Signatory

SECOND AMENDMENT TO THE LOAN AGREEMENT

THIS SECOND AMENDMENT TO THE LOAN AGREEMENT (the “**Second Amendment**”) is made as of December 12, 2024, by and between Phoenix Capital Group Holdings, LLC (the “**Original Borrower**”); Phoenix Operating, LLC (the “**New Borrower**,” and collectively, with Original Borrower, the “**Borrower**”); and Adamantium Capital LLC (the “**Lender**”).

RECITALS:

A. Original Borrower and Lender entered into that certain Loan Agreement dated September 13, 2023 (the “**Loan Agreement**”), pursuant to which Lender agreed to extend a secured loan to the Original Borrower in the maximum of \$200,000,000.00 in the aggregate (the “**Loan**”), and Original Borrower agreed to obtain the Loan from Lender, on the terms and conditions set forth in the Loan Agreement and other Loan Documents.

B. The Loan is evidenced by a Subordinate Master Credit Note (Accrual Pay) and a Subordinate Master Credit Note (Current Pay) made by the Original Borrower in favor of Lender as of September 13, 2023 (collectively, the “**Notes**”).

C. Lender and Borrower entered into that certain Loan Agreement Amendment and Note Modification Agreement dated October 30, 2023 (the “**First Amendment**”), to add New Borrower as a borrower of the Loan, as a party to the Loan Agreement, and as a borrower of the Notes.

D. Lender and Borrower now desire to enter into this Second Amendment for the purpose of loaning to Borrower the net proceeds from Lender’s unsecured notes offering (the “**Bond Offering**”) pursuant to that certain Private Placement Memorandum dated February 16, 2024, as the same may be supplemented or amended, up to an amount of \$400,000,000, and the net proceeds of its senior subordinated secured note (the “**Secured Note**”) up to an amount of \$7,000,000, which will be used to advance funds under the Loan Agreement to Borrower.

E. Lender further desires to increase the maximum principal amount of the Loan (the “**Maximum Advance Amount**”) to \$407,000,000.00, and Borrower desires the same.

F. Lender and Borrower now desire to execute this Second Amendment to set forth their agreements with respect to the above-mentioned matters.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Except as modified hereby, all capitalized terms used in this Second Amendment will have the respective meanings assigned thereto in the Loan Agreement unless otherwise defined in this Second Amendment.

2. Amendment to Loan Agreement. The Maximum Advance Amount is hereby increased to Four Hundred and Seven Million and no/100 Dollars (\$407,000,000.00).

3. Payment Subordination. The “**Senior Debt**,” as defined in Section 3.1 of the Loan Agreement, is hereby amended to mean that certain loan consisting of a \$100 million term loan facility and a \$35 million delayed draw term loan facility pursuant to that certain Amended and Restated Senior Secured Credit Agreement dated August 12, 2024, as amended by and among Borrower, each of the lenders and guarantors that become a party thereto, and Fortress Credit Corp. as the administrative agent, of which certain of the proceeds were used to pay all amounts owed under the Amarillo National Bank Commercial Credit Agreement. The exceptions to subordination as further provided in Section 3.1 relating to debt with affiliates of Borrower and excepting any unsecured notes, bonds and other debt instruments remain unmodified.

4. Ratification; No Novation; Reaffirmation of Grant of Security Interest. Borrower promises and agrees to pay and perform the obligations of payment and performance set forth in the Loan Agreement, as hereby modified and amended, and further agrees to perform all of its requirements, conditions and obligations under the terms of the

Loan Documents as modified and amended, all such documents being hereby ratified and affirmed. The execution and delivery of this Second Amendment shall not constitute a novation or accord and satisfaction of any Loan Document, or a modification of any lien, encumbrance or security title, if any, securing the obligations thereunder. All references in the Loan Documents to the Loan Agreement shall hereinafter be deemed to be a reference to such document as amended by this Second Amendment.

5. Applicable Law. This Second Amendment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflict of laws.

6. Binding Effect. This Second Amendment shall be binding on and inure to the benefit of any assignee or the respective successors and assigns of the parties hereto.

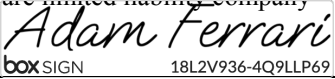
7. Counterparts Telecopied Signatures. This Second Amendment may be executed in any number of counterparts and by different parties to this Second Amendment on separate counterparts, each of which, when so executed, shall be deemed an original but all such counterparts shall constitute one and the same instrument. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature to this Second Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Second Amendment to be signed by its duly authorized representative as of the day and year first above written.

ORIGINAL BORROWER:

PHOENIX CAPITAL GROUP HOLDINGS,
LLC
a Delaware limited liability company

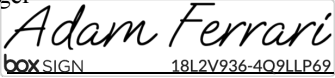
By: 
box SIGN 18L2V936-4Q9LLP69
Name: Adam Ferrari
Title: Manager

NEW BORROWER:

PHOENIX OPERATING, LLC,
a Delaware limited liability company

By: Phoenix Capital Group Holdings, LLC

Its: Manager


By: box SIGN 18L2V936-4Q9LLP69
Name: Adam Ferrari
Its: Manager

LENDER:

ADAMANTIUM CAPITAL LLC
a Delaware limited liability company


By: box SIGN 4ZQ2WK66-4Q9LLP69
Name: Lindsey Wilson
Title: Authorized Signatory

THIRD AMENDMENT TO THE LOAN AGREEMENT

THIS THIRD AMENDMENT TO THE LOAN AGREEMENT (the “**Third Amendment**”) is made as of January 3, 2025, by and between Phoenix Capital Group Holdings, LLC (the “**Original Borrower**”); Phoenix Operating, LLC (the “**New Borrower**,” and collectively, with Original Borrower, the “**Borrower**”); and Adamantium Capital LLC (the “**Lender**”).

RECITALS:

A. Original Borrower and Lender entered into that certain Loan Agreement dated September 13, 2023 (the “**Loan Agreement**”), pursuant to which Lender agreed to extend a secured loan to the Original Borrower in the maximum of \$200,000,000 in the aggregate (the “**Loan**”), and Original Borrower agreed to obtain the Loan from Lender, on the terms and conditions set forth in the Loan Agreement and other Loan Documents.

B. The Loan is evidenced by a Subordinate Master Credit Note (Accrual Pay) and a Subordinate Master Credit Note (Current Pay) made by the Original Borrower in favor of Lender as of September 13, 2023 (collectively, the “**Notes**”).

C. Lender and Borrower entered into that certain Loan Agreement Amendment and Note Modification Agreement dated October 30, 2023 (the “**First Amendment**”), to add New Borrower as a borrower of the Loan, as a party to the Loan Agreement, and as a borrower of the Notes.

D. Lender and Borrower entered into that certain Loan Agreement Amendment and Note Modification Agreement dated December 12, 2024 (the “**Second Amendment**”), to increase the maximum principal amount of the Loan to \$407,000,000.

E. Lender and Borrower now desire to enter into this Third Amendment for the purpose of redefining the “**Senior Debt**” in the Loan Agreement to reflect that certain Limited Waiver and Amendment No. 3 to Amended and Restated Senior Secured Credit Agreement (“**Amendment No. 3**”), dated as of December 18, 2024 (the “**Closing Date**”), by and among Borrower, each of the lenders and guarantors that become a party thereto, and Fortress Credit Corp. as the administrative agent, which established a new tranche of term loans in an aggregate principal amount of \$115 million that was borrowed in full on the Closing Date.

F. Lender and Borrower now desire to execute this Third Amendment to set forth their agreements with respect to the above-mentioned matters.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Except as modified hereby, all capitalized terms used in this Third Amendment will have the respective meanings assigned thereto in the Loan Agreement unless otherwise defined in this Third Amendment.

2. Payment Subordination. The “**Senior Debt**,” as defined in Section 3.1 of the Loan Agreement, is hereby amended to mean that certain loan consisting of a \$215 million term loan facility and a \$35 million delayed draw term loan facility pursuant to that certain Amended and Restated Senior Secured Credit Agreement, dated as of August 12, 2024, as amended by and among Borrower, each of the lenders and guarantors that become a party thereto, and Fortress Credit Corp. as the administrative agent (as amended by that certain Limited Waiver and Amendment No. 1 to Amended and Restated Senior Secured Credit Agreement, dated as of October 25, 2024, that certain Amendment No. 2 to Amended and Restated Senior Secured Credit Agreement, dated as of November 1, 2024 and Amendment No. 3), of which certain of the proceeds were used to pay all amounts owed under the Amarillo National Bank Commercial Credit Agreement. The exceptions to subordination as further provided in Section 3.1 relating to debt with affiliates of Borrower and excepting any unsecured notes, bonds and other debt instruments remain unmodified.

3. Ratification; No Novation; Reaffirmation of Grant of Security Interest. Borrower promises and agrees to pay and perform the obligations of payment and performance set forth in the Loan Agreement, as hereby modified

and amended, and further agrees to perform all of its requirements, conditions and obligations under the terms of the Loan Documents as modified and amended, all such documents being hereby ratified and affirmed. The execution and delivery of this Third Amendment shall not constitute a novation or accord and satisfaction of any Loan Document, or a modification of any lien, encumbrance or security title, if any, securing the obligations thereunder. All references in the Loan Documents to the Loan Agreement shall hereinafter be deemed to be a reference to such document as amended by this Third Amendment.

4. Applicable Law. This Third Amendment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflict of laws.

5. Binding Effect. This Third Amendment shall be binding on and inure to the benefit of any assignee or the respective successors and assigns of the parties hereto.

6. Counterparts Telecopied Signatures. This Third Amendment may be executed in any number of counterparts and by different parties to this Third Amendment on separate counterparts, each of which, when so executed, shall be deemed an original but all such counterparts shall constitute one and the same instrument. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature to this Third Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Third Amendment to be signed by its duly authorized representative as of the day and year first above written.

ORIGINAL BORROWER:

PHOENIX CAPITAL GROUP HOLDINGS,
LLC
a Delaware limited liability company

By: 
Name: Adam Ferrari
Title: Manager

NEW BORROWER:

PHOENIX OPERATING, LLC,
a Delaware limited liability company

By: Phoenix Capital Group Holdings, LLC

Its: Manager

By: 
Name: Adam Ferrari
Its: Manager

LENDER:

ADAMANTIUM CAPITAL LLC
a Delaware limited liability company

By: 
Name: Lindsey Wilson
Title: Authorized Signatory

FOURTH AMENDMENT TO THE LOAN AGREEMENT

THIS FOURTH AMENDMENT TO THE LOAN AGREEMENT (the “**Fourth Amendment**”) is made as of January 24, 2025, by and between Phoenix Energy One, LLC (formerly known as Phoenix Capital Group Holdings, LLC) (the “**Original Borrower**”); Phoenix Operating, LLC (the “**Additional Borrower**”, and collectively, with Original Borrower, the “**Borrower**”); and Adamantium Capital LLC (the “**Lender**”).

RECITALS:

A. Borrower and Lender entered into that certain Loan Agreement, dated September 13, 2023, as amended by that certain Loan Agreement Amendment and Note Modification, dated October 30, 2023, that certain Second Amendment to the Loan Agreement, dated December 12, 2024, and that certain Third Amendment to the Loan Agreement, dated January 3, 2025 (collectively, the “**Loan Agreement**”).

B. The Loan is evidenced by the Subordinate Master Credit Note (Accrual Pay) and the Subordinate Master Credit Note (Current Pay) made by the Borrower in favor of Lender, dated September 13, 2023, as amended by that certain Loan Agreement Amendment and Note Modification, dated October 30, 2023; that certain Second Amendment to the Subordinate Master Credit Notes (Current Pay Note and Accrual Pay Note), dated December 12, 2024; and that certain Third Amendment to the Subordinate Master Credit Notes (Current Pay Note and Accrual Pay Note), dated January 3, 2025 (collectively, the “**Notes**”).

C. Lender and Borrower now desire to enter into this Fourth Amendment for the purpose of modifying the name of the Original Borrower pursuant to its recent name change as filed with the Delaware Secretary of State.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Except as modified hereby, all capitalized terms used in this Fourth Amendment will have the respective meanings assigned thereto in the Loan Agreement.

2. Original Borrower Name Change. All references to “Phoenix Capital Group Holdings, LLC” and “Original Borrower” shall now refer to Phoenix Energy One, LLC.

3. Ratification; No Novation; Reaffirmation of Grant of Security Interest. Borrower promises and agrees to pay and perform the obligations of payment and performance set forth in the Loan Agreement, as hereby modified and amended, and further agrees to perform all of its requirements, conditions and obligations under the terms of the Loan Documents as modified and amended, all such documents being hereby ratified and affirmed. The execution and delivery of this Fourth Amendment shall not constitute a novation or accord and satisfaction of any Loan Document, or a modification of any lien, encumbrance or security title, if any, securing the obligations thereunder. All references in the Loan Documents to the Loan Agreement shall hereinafter be deemed to be a reference to such document as amended by this Fourth Amendment.

4. Applicable Law. This Fourth Amendment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflict of laws.

5. Binding Effect. This Fourth Amendment shall be binding on and inure to the benefit of any assignee or the respective successors and assigns of the parties hereto.

6. Counterparts; Telecopied Signatures. This Fourth Amendment may be executed in any number of counterparts each of which shall be deemed an original and shall constitute one and the same instrument. This Fourth Amendment may be signed electronically by any party, and such electronic signature shall be deemed to have the same legal effect as delivery of an original signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Fourth Amendment to be signed by its duly authorized representative as of the day and year first above written.

ORIGINAL BORROWER:

PHOENIX ENERGY ONE, LLC
(f/k/a PHOENIX CAPITAL GROUP HOLDINGS, LLC),
a Delaware limited liability company

By: Phoenix Equity Holdings, LLC

Its: Sole Member

By:


box SIGN _____ 4PZQP5LP-4Q3YR65Q

Name: Lindsey Wilson

Its: Chief Business Officer

ADDITIONAL BORROWER:

PHOENIX OPERATING, LLC,
a Delaware limited liability company

By: Phoenix Energy One, LLC
(f/k/a Phoenix Capital Group Holdings, LLC)

Its: Sole Member

By: Phoenix Equity Holdings, LLC

Its: Sole Member

By:


box SIGN _____ 4PZQP5LP-4Q3YR65Q

Name: Lindsey Wilson

Its: Chief Business Officer

LENDER:

ADAMANTIUM CAPITAL LLC,
a Delaware limited liability company

By:


box SIGN _____ 4PZQP5LP-4Q3YR65Q

Name: Lindsey Wilson

Title: Chief Business Officer

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND THIS BOND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE STATE SECURITIES LAWS AND THE SECURITIES LAWS OF OTHER JURISDICTIONS, AND IN THE CASE OF A TRANSACTION EXEMPT FROM REGISTRATION, UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSACTION DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT AND SUCH OTHER APPLICABLE LAWS.

ADAMANTIUM CAPITAL LLC
[•]% Unsecured Bonds (Series [•]) ¹

No. of ____ Bonds (the “**Certificated Bonds**”): [•]
Principal Amount of the Certificated Bonds: \$[•]
Series: [•]

ADAMANTIUM CAPITAL LLC, a Delaware limited liability company (the “**Company**”), for value received, promises to pay to [•] (the “**Bondholder**”), the principal sum of \$[•] on the Maturity Date (as defined herein).

Interest Payment Dates: Monthly payments [occurring]²/[accruing]³ on the tenth (10th) day of each month, or if any such day is not a business day, the next business day, until the Certificated Bonds are no longer outstanding.

Interest Distribution: The [Company will pay simple interest to the Bondholder monthly through cash distributions. At the Maturity Date, the Bondholder will receive the principal]²/[Series [•] Bonds will earn interest compounded monthly and not pay monthly cash distributions. At maturity, the Company will pay the entirety of accrued interest and principal to the Bondholders]³. The Company shall pay interest on overdue interest, principal and premium, if any, from time to time on demand to the extent lawful at the interest rate applicable to the Certificated Bonds.

Record Dates: The last day of each month.

Maturity Date: The [•] anniversary of the initial date of issuance.

Reference is made to the further provisions of this Certificate contained herein, which will for all purposes have the same effect as if set forth at this place.

IN WITNESS WHEREOF, the Company has caused this Certificate to be signed manually or by facsimile by its duly authorized officer.

Dated: [•]

¹ Series E and E-1 Bonds to reflect 13.0% interest rate and five-year maturity. Series F and F-1 Bonds to reflect 14.0% interest rate and seven-year maturity. Series G and G-1 Bonds to reflect 14.5% interest rate and nine-year maturity. Series H and H-1 Bonds to reflect 15.0% interest rate and eleven-year maturity. Series I and I-1 Bonds to reflect 13.5% interest rate and five-year maturity. Series J and J-1 Bonds to reflect 14.5% interest rate and seven-year maturity. Series K and K-1 Bonds to reflect 15.0% interest rate and nine-year maturity. Series L and L-1 Bonds to reflect 15.5% interest rate and eleven-year maturity. Series M and M-1 Bonds to reflect 14.0% interest rate and five-year maturity. Series N and N-1 Bonds to reflect 15.0% interest rate and seven-year maturity. Series O and O-1 Bonds to reflect 15.5% interest rate and nine-year maturity. Series P and P-1 Bonds to reflect 16.0% interest rate and eleven-year maturity.

² Series E, F, G, H, I, J, K, L, M, N, O and P Bonds only.

³ Series E-1, F-1, G-1, H-1, I-1, J-1, K-1, L-1, M-1, N-1, O-1 and P-1 Bonds only.

COMPANY:

ADAMANTIUM CAPITAL LLC,
a Delaware limited liability company

By: _____
Name: Lindsey Wilson
Its: Authorized Signatory

(Reverse of Bond)

[•]% Unsecured Bonds (Series [•]) due _____

This Certificate of Bond is dated as of _____, __, 20__, made by the Company in favor of the Bondholder. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Company's Confidential Private Placement Memorandum for the offering and sale of up to \$600,000,000 (as the same may be increased in the Company's sole discretion) dated February 16, 2024, as the same may be amended or supplemented from time to time (the "**Memorandum**") unless otherwise indicated. The following capitalized terms have the meanings ascribed to them herein.

"Bankruptcy Law" shall mean Title 11, U.S. Code, or any similar federal or state law for the relief of debtors.

"Bondholder" shall mean the holder of this Certificate of Bond.

"Bondholders" shall mean the holders, collectively, of all Bonds issued pursuant to the Memorandum and currently outstanding.

"Bonds" shall mean all Bonds issued pursuant to the Memorandum and currently outstanding.

"Certificated Bonds" shall have the meaning ascribed to such term on the front of this Certificate of Bond.

"Series [•] Bonds" shall mean all Bonds identified as [•]% Unsecured Series [•] Bonds issued pursuant to the Memorandum and currently outstanding.

"Significant Subsidiary" shall mean any direct or indirect Subsidiary of the Company having \$75,000,000 or more of assets as of the most recently ended calendar month, as determined by the Company.

"Subsidiary" means, with respect to any person, (i) any corporation at least a majority of whose outstanding voting stock shall at the time be owned, directly or indirectly, by such person or by one or more of its Subsidiaries or by such person and one or more of its Subsidiaries, (ii) any general partnership, limited liability company, joint venture or similar entity, at least a majority of whose outstanding partnership or similar interests shall at the time be owned by such person, or by one or more of its Subsidiaries, or by such person and one or more of its Subsidiaries and (iii) any limited partnership of which such person or any of its Subsidiaries is a general partner.

SECTION 1. Interest. [The Company promises to pay interest on the principal amount of the Certificated Bonds at]²/[In accordance with the second paragraph of this Section 1, interest on the principal amount of the Series [•] Bonds represented by this certificate shall accrue and compound at a rate of]³ [•]% per annum from the date of issuance, up to but not including the last day of the [•] anniversary of the [initial]² issuance date (the "**Maturity Date**").

[For all Series [•] Bonds, the Company will pay interest due on the Series [•] Bonds in equal monthly installments on the Interest Payment Dates, or if any such day is not a business day, the next business day]²/[The Series [•] Bonds will earn interest compounded monthly and not pay monthly cash distributions. At maturity, the Company will pay the entirety of accrued interest and principal to the Bondholder]³. The Company shall pay interest on overdue [interest,]² principal and premium, if any, from time to time on demand to the extent lawful at the interest rate applicable to the Series [•] Bonds.

SECTION 2. Method of Payment. The Company will pay [interest on the Series [•] Bonds to the Persons who are Bondholders of Series [•] Bonds at the close of the Record Date, even if such Series [•] Bonds are canceled after such Record Date and on or before such Interest Payment Date]²/[the principal and interest on the Series [•] Bonds to the Persons who are Bondholders at the close of the Maturity Date]³. The Bonds will be issued in denominations of \$1,000 and integral multiples of \$1,000 in excess thereof. The Company shall pay principal, premium, if any, and interest on the Bonds in such coin or currency of the United States of America as at the time of

² Series E, F, G, H, I, J, K, L, M, N, O and P Bonds only.

³ Series E-1, F-1, G-1, H-1, I-1, J-1, K-1, L-1, M-1, N-1, O-1 and P-1 Bonds only.

payment is legal tender for payment of public and private debts (“**U.S. Legal Tender**”). Principal, premium, if any, and interest on the Bonds will be payable at the office or agency of the Company maintained for such purpose except that, at the option of the Company, the payment of interest may be made by check mailed to the Bondholders at their respective addresses set forth in the [Bondholder List]²/[Bondholder Register]³. Until otherwise designated by the Company, the Company’s office or agency will be the Company’s principal place of business.

SECTION 3. Prepayment of Securities.

(a) If the Company elects to prepay Certificated Bonds pursuant to this Section 3, it shall notify the Bondholder of the prepayment date, the prepayment price and the principal amount of Certificated Bonds to be prepaid provided, however, that the Company does not have the right to prepay all or a portion of the Certificated Bonds if an Event of Default has occurred and is continuing unless, during the continuance of such Event of Default, the prepayment is proportionate to the aggregate principal outstanding of all Bonds as of the date of prepayment.

(b) In case the Company shall desire to exercise any right to prepay all or, as the case may be, a portion of the Certificated Bonds in accordance with any right reserved so to do, the Company shall, give notice of such prepayment to the Bondholder, either by mail or electronic transmission, not less than 5 and not more than 90 days before the date fixed for prepayment. Any notice that is delivered in the manner herein provided shall be conclusively presumed to have been duly given, whether or not the registered holder receives the notice.

SECTION 4. Waiver. Any existing Default or Event of Default (as each is defined herein) or compliance with any provision may be waived with the consent of a Bondholder Majority. The Bondholder Majority may on behalf of the holders of all of the Bonds waive any past or existing Default and its consequences. Upon any such waiver, the Default or Event of Default covered thereby shall be deemed to be cured for all purposes of this Bond, and the Company and Bondholders shall be restored to their former positions and rights hereunder, respectively; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

SECTION 5. Events of Default.

(a) Whenever used herein, “**Default**” means any event, act or condition that with notice or lapse of time, or both, would constitute an Event of Default. “**Event of Default**” means any one or more of the following events that has occurred and is continuing (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(1) the Company defaults in the payment of any installment of interest, upon any of the Bonds as and when the same shall become due and payable, and continuance of such default for a period of 60 days; provided, however, that a valid extension of an interest payment period consented to by the holders of a majority of the Bonds then outstanding (the “**Bondholder Majority**”) shall not constitute a default in the payment of interest for this purpose;

(2) the Company defaults in the payment of the principal of (or premium, if any, on) any of the Bonds as and when the same shall become due and payable, and continuance of such default for a period of 60 days, whether at maturity, upon redemption, by declaration or otherwise; provided, however, that a valid extension of the maturity of such Bonds consented to by the Bondholder Majority shall not constitute a default in the payment of principal or premium, if any;

(3) the Company fails to observe or perform any other of its covenants or agreements contained in this Bond for a period of 120 days after the date on which written notice of such failure, requiring the same to be remedied and stating that such notice is a “**Notice of Default**” hereunder, shall have been given to the Company by the Bondholder Majority, by registered or certified mail;

(4) the Company pursuant to or within the meaning of any Bankruptcy Law

(i) commences a voluntary case,

² Series E, F, G, H, I, J, K, L, M, N, O and P Bonds only.

³ Series E-1, F-1, G-1, H-1, I-1, J-1, K-1, L-1, M-1, N-1, O-1 and P-1 Bonds only.

- (ii) consents to the entry of an order for relief against it in an involuntary case,
- (iii) consents to the appointment of a custodian of it or for all or substantially all of its property, or
- (iv) makes a general assignment for the benefit of its creditors;

(5) a court of competent jurisdiction enters an order under any Bankruptcy Law that

- (i) is for relief against the Company in an involuntary case,
- (ii) appoints a Custodian of the Company or for all or substantially all of its property, or
- (iii) orders the liquidation of the Company, and the orders remain unstayed and in effect for 90 days; or

(6) entry by any court having jurisdiction over the Company of a final and non-appealable judgment or order for the payment of money in excess of \$75,000,000.00 (before the application of any pre-judgment interest), singly or in the aggregate, and including all such final judgments or orders against any Significant Subsidiary.

(b) In each and every such case, unless the principal of all the Bonds shall have already become due and payable, the Bondholder Majority, by notice in writing to the Company, may declare the principal of (and premium, if any, on) and accrued and unpaid interest, on all the Bonds to be due and payable immediately, and subject to Section 11 hereof, upon any such declaration the same shall become and shall be immediately due and payable.

(c) At any time after the principal of the Bonds shall have been so declared due and payable, and before any judgment or decree for the payment of the moneys due shall have been obtained or entered as hereinafter provided, the Bondholder Majority, by written notice to the Company, may rescind and annul such declaration and its consequences if:

(1) the Company has paid or deposited with an agent designated by the Bondholder Majority a sum sufficient to pay all matured installments of interest upon all the Bonds and the principal of (and premium, if any, on) any and all Bonds that shall have become due otherwise than by acceleration (with interest upon such principal and premium, if any, and, to the extent that such payment is enforceable under applicable law, upon overdue installments of interest, at the rate per annum expressed in the Bonds to the date of such payment or deposit), and

(2) any and all Events of Default, other than the nonpayment of principal on Bonds that shall not have become due by their terms, shall have been remedied or waived as provided in Section 5. No such rescission and annulment shall extend to or shall affect any subsequent default or impair any right consequent thereon.

(d) In case the Bondholder Majority shall have proceeded to enforce any right with respect to Bonds and such proceedings shall have been discontinued or abandoned because of such rescission or annulment or for any other reason or shall have been determined adverse to the Bondholder Majority, then and in every such case, subject to any determination in such proceedings, the Company and the Bondholder Majority shall be restored respectively to their former positions and rights hereunder, and all rights, remedies and powers of the Company and the Bondholder Majority shall continue as though no such proceedings had been taken.

(e) If an Event of Default occurs and is continuing, the Bondholder Majority may declare the principal of, premium, if any, and accrued interest on the Bonds to be due and payable immediately in accordance with the

provisions of Section 11. If an Event of Default occurs and is continuing, the Bonds will continue to accrue interest at the applicable rate for the Bonds. Holders of Bonds may not enforce the Bonds except as provided herein.

SECTION 6. Remedies of the Bondholders.

(a) The Company covenants that

(1) in case it shall default in the payment of any installment of interest on any of the Bonds, as and when the same shall have become due and payable, and such default shall have continued for a period of 60 days, or

(2) in case it shall default in the payment of the principal of (or premium, if any, on) any of the Bonds when the same shall have become due and payable, whether upon maturity or upon redemption, and such default shall have continued for a period of 60 days,

then, upon demand of the Bondholder Majority, the Company will pay to the Bondholders the whole amount that then shall have become due and payable on all such Bonds for principal (and premium, if any) or interest, or both, as the case may be, with interest upon the overdue principal (and premium, if any) and (to the extent that payment of such interest is enforceable under applicable law) upon overdue installments of interest at the rate per annum expressed in the Bonds; and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection.

(b) If the Company shall fail to pay such amounts forthwith upon such demand, the Bondholder Majority shall be entitled and empowered to institute any action or proceedings at law or in equity for the collection of the sums so due and unpaid, and may prosecute any such action or proceeding to judgment or final decree, and may enforce any such judgment or final decree against the Company or other obligor upon the Bonds and collect the moneys adjudged or decreed to be payable in the manner provided by law out of the property of the Company or other obligor upon the Bonds, wherever situated. In addition to any action or proceeding at law or in equity, the Bondholder Majority shall have the right to cause the Company to cause the sale of all properties then held by the Company or its Subsidiaries and may collect the moneys received from such sales, following the payment of any fees, costs or expenses of such sales.

(c) In case of any receivership, insolvency, liquidation, bankruptcy, reorganization, readjustment, arrangement, composition or judicial proceedings affecting the Company, or its creditors or property, the Bondholder Majority shall have power to intervene in such proceedings and take any action therein that may be permitted by the court and shall (except as may be otherwise provided by law) be entitled to file such proofs of claim and other papers and documents as may be necessary or advisable in order to have the claims of the Bondholders allowed for the entire amount due and payable by the Company at the date of institution of such proceedings and for any additional amount that may become due and payable by the Company after such date, and to collect and receive any moneys or other property payable or deliverable on any such claim and to distribute the same.

(d) All rights of action and of asserting claims under any of the terms established with respect to the Bonds may be enforced by the Bondholder Majority, or the production thereof at any trial or other proceeding relative thereto, and any recovery of judgment from any such suit or proceeding instituted by the Bondholder Majority shall be for the ratable benefit of the Bondholders. In case of an Event of Default hereunder, the Bondholder Majority may in its discretion protect and enforce the rights vested in it by this Bond by such appropriate judicial proceedings as the Bondholder Majority shall deem most effectual to protect and enforce any of such rights, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement contained in the Bond or in aid of the exercise of any power granted in this Bond, or to enforce any other legal or equitable right vested in the Bondholder Majority by the Bond or by law.

(e) Any moneys collected by the Bondholder Majority pursuant to this Section shall be applied in the following order, at the date or dates fixed by the Bondholder Majority: (i) first, to the payment of costs and expenses of collection; (ii) second, to the payment of the amounts then due and unpaid upon Bonds of for principal (and

premium, if any) and interest, in respect of which or for the benefit of which such money has been collected, ratably, without preference or priority of any kind, according to the amounts due and payable on such Bonds for principal (and premium, if any) and interest, respectively; and (iii) third, upon written direction of the Company, to the payment of the remainder, if any, to the Company or any other Person lawfully entitled thereto as directed by the Company.

(f) No holder of any Bond shall have any right by virtue or by availing of any provision of this Bond to institute any suit, action or proceeding in equity or at law upon or under or with respect to this Bond or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless

(1) such holder previously shall have given to the Bondholder Majority written notice of an Event of Default and of the continuance thereof specifying such Event of Default, as hereinbefore provided;

(2) such holder or holders shall have offered to the Bondholder Majority such reasonable indemnity as it may require against the costs, expenses and liabilities to be incurred therein or thereby;

(3) the Bondholder Majority for 60 days after its receipt of such notice, request and offer of indemnity, shall have failed to institute any such action, suit or proceeding; and

(4) notwithstanding anything contained herein to the contrary, the right of any holder of any Bond to receive payment of the principal of (and premium, if any) and interest, on such Bond, as therein provided, on the respective due dates expressed in such Bond (or in the case of redemption, on the redemption date), or to institute suit for the enforcement of any such payment on or after such respective dates or redemption date, shall not be impaired or affected without the consent of such holder, except in the case of an Event of Default as described in Section 6, and by accepting a Bond hereunder it is expressly understood, intended and covenanted by the taker and holder of every Bond with every other such taker and holder, that no one or more holders shall have any right in any manner whatsoever by virtue or by availing of any provision of this Bond to affect, disturb or prejudice the rights of the holders of any other of such Bonds, or to obtain or seek to obtain priority over or preference to any other such holder, or to enforce any right under this Bond, except in the manner herein provided and for the equal, ratable and common benefit of all holders of Bonds. For the protection and enforcement of the provisions of this Section, each and every Bondholder shall be entitled to such relief as can be given either at law or in equity.

(g) All powers and remedies given by this Section to the Bondholders shall, to the extent permitted by law, be deemed cumulative and not exclusive of any other powers and remedies available to the Bondholders, by judicial proceedings, or otherwise, to enforce the performance or observance of the covenants and agreements established with respect to such Bonds.

(h) No delay or omission of the Bondholders to exercise any right or power accruing upon any Event of Default occurring and continuing as aforesaid shall impair any such right or power, or shall be construed to be a waiver of any such default or on acquiescence therein; and, subject to the provisions of Section 7(f), every power and remedy given by this Section or by law to the Bondholders may be exercised from time to time, and as often as shall be deemed expedient, by the Bondholders.

Section 7. Concerning the Bondholders.

(a) Evidence of Action by Bondholders. Whenever in this Bond it is provided that the Bondholder Majority may take any action (including the making of any demand or request, the giving of any notice, consent or waiver or the taking of any other action), the fact that at the time of taking any such action the holders of such majority or specified percentage have joined therein may be evidenced by any instrument or any number of instruments of similar tenor executed by such holders in Person or by agent or proxy appointed in writing. If the Company shall solicit from the Bondholders any request, demand, authorization, direction, notice, consent, waiver or other action, the Company may, at its option, as evidenced by a Manager's Certificate, fix in advance a record date for the determination of Bondholders entitled to give such request, demand, authorization, direction, notice,

consent, waiver or other action, but the Company shall have no obligation to do so. If such a record date is fixed, such request, demand, authorization, direction, notice, consent, waiver or other action may be given before or after the record date, but only the Bondholders of record at the close of business on the record date shall be deemed to be Bondholders for the purposes of determining whether Bondholders of the requisite proportion of Bonds outstanding have authorized or agreed or consented to such request, demand, authorization, direction, notice, consent, waiver or other action, and for that purpose the Bonds outstanding shall be computed as of the record date; provided, however, that no such authorization, agreement or consent by such Bondholders on the record date shall be deemed effective unless it shall become effective pursuant to the provisions of this Bond not later than six months after the record date.

(b) Proof of Execution by Bondholders. Proof of the execution of any instrument by a Bondholder (such proof will not require notarization) or his agent or proxy and proof of the holding by any Person of any of the Bonds shall be sufficient if made in the following manner: the fact and date of the execution by any such Person of any instrument may be proved in any reasonable manner acceptable to the Bondholder Majority. The Bondholder Majority may require such additional proof of any matter referred to in this Section as it shall deem necessary.

(c) Actions Binding on Future Bondholders. At any time prior to (but not after) the evidencing to the Bondholder Majority, as provided in Section 8(a), of the taking of any action by the holders of the majority or percentage in aggregate principal amount of the Bonds specified in this Bond in connection with such action, any holder of a Bond that is shown by the evidence to be included in the Bonds the holders of which have consented to such action may, by filing written notice with the Bondholder Majority, and upon proof of holding, revoke such action so far as concerns such Bond. Except as aforesaid any such action taken by the holder of any Bond shall be conclusive and binding upon such holder and upon all future holders and owners of such Bond, and of any Bond issued in exchange therefor, on registration of transfer thereof or in place thereof, irrespective of whether or not any notation in regard thereto is made upon such Bond. Any action taken by the holders of the majority or percentage in aggregate principal amount of the Bonds specified in the terms of this Bond in connection with such action shall be conclusively binding upon the Company and Bondholders.

SECTION 8. Bondholder Lists and Reports by the Company.

(a) Bondholder List. The Company shall preserve, in as current a form as is reasonably practicable, a list of the names and addresses (including electronic addresses) of the Bondholders (the “**Bondholder List**”). The Bondholder shall update the Company upon any change of its address information (including without limitation its electronic address). A Bondholder may only request access to such Bondholder list upon the occurrence of a Default as defined in Section 6. If a Bondholder wishes to communicate with other Bondholders after a Default has occurred, the Bondholder must first send the proposed communication to the Company to transmit to the other Bondholders, in any manner of the Company’s choice. If the Company does not transmit the proposed communication to the other Bondholders within 30 days of receipt, then the Bondholder may request access to the Bondholder List, which shall not be withheld; provided, that such Bondholder List shall be used solely for purposes of communication regarding the then current Default under the Bonds, if any, and upon any waiver or cure of such Default, the Bondholder shall return all copies of the Bondholder List to the Company immediately, or destroy the same.

(b) Reports. The Company will provide Bondholders annual tax reports within 90 days of the end of our fiscal year and unaudited annual financial reports within 120 days of the end of our fiscal year. Reports may be distributed or made available to Bondholders electronically.

SECTION 9. No Recourse Against Others. No recourse for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or otherwise in respect thereof, and no recourse under or upon any obligation, covenant or agreement of the Company in any of the Bonds or because of the creation of any indebtedness represented thereby, shall be had against any incorporator, stockholder, member, manager, officer, director, employee or controlling person of the Company or of any successor Person thereof. Each Bondholder, by accepting the Bonds, waives and releases all such liability. Such waiver and release are part of the consideration for issuance of the Bonds.

SECTION 10. Subordination.

(a) Agreement to Subordinate. The indebtedness evidenced by the Bonds including the principal amount thereof shall be unsecured, and is hereby made, subordinate and subject in right of payment, to the extent and in the manner hereinafter set forth in this Section, to the prior payment in full of all Senior Indebtedness of the Company, whether now outstanding or hereafter incurred. Each Bondholder, by the acceptance thereof, agrees to and shall be bound by the provisions of this Section.

(b) Distribution on Dissolution, etc. Upon any distribution of the assets of the Company upon any dissolution or winding-up or total liquidation of the Company (whether in bankruptcy, insolvency or receivership proceedings or upon an assignment for the benefit of creditors of the Company or otherwise):

(1) all indebtedness for Senior Indebtedness shall first be paid in full, or provision made for such payment, before any payment is made on account of the principal amount or interest accrued on the indebtedness evidenced in any of the Bonds;

(2) any payment or distribution of assets of the Company, whether in cash, property or securities, to which Bondholders would be entitled except for the provisions of this Section, shall be paid or delivered by the trustee in bankruptcy, receiver, assignee for benefit of creditors or other liquidating agent making such payment or distribution, directly to the holders of Senior Indebtedness or their representative or representatives, to the extent necessary to pay all Senior Indebtedness in full after giving effect to any concurrent payment or distribution, or provision therefor, to the holders of such Senior Indebtedness;

(3) in the event that, notwithstanding the foregoing, any payment or distribution of assets of the Company, whether in cash, property or securities, shall be received by Bondholders before all Senior Indebtedness is paid in full or provision made for its payment, such payments or distribution shall be held in trust for the benefit of, and shall be paid over or delivered to the holders of such Senior Indebtedness or their representative or representatives, for application to the payment of all Senior Indebtedness remaining unpaid, to the extent necessary to pay all such Senior Indebtedness after giving effect to any concurrent payment or distribution, or provision therefor, to the holders of such Senior Indebtedness; and

(4) any payments or distributions paid over to the holders of the Senior Indebtedness pursuant to this Section and not applied in reduction of the amounts owing to Bondholders shall be deemed not to have discharged any of the obligations of the Company hereunder (and, to the extent that by operation of applicable law they are treated as doing so, the Company hereby agrees to indemnify the Bondholder on demand from and against any loss suffered or incurred by it in consequence thereof.

Upon any payment or distribution of assets of the Company referred to in this Section, the Bondholders shall be entitled to rely upon a certificate of the trustee in bankruptcy, receiver, assignee for benefit of creditors or other liquidating agent making such payment for the purpose of ascertaining the persons entitled to participate in such distribution, the holders of the Senior Indebtedness and other indebtedness of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Section.

(c) Subrogation of Bonds. Subject to the payment in full of all Senior Indebtedness, to the extent that the Company has made payment or distribution of assets to holders of Senior Indebtedness pursuant to Section 11(b) or (d) hereof, the Bondholder shall be subrogated to the rights of the holders of Senior Indebtedness to receive payments or distributions of assets of the Company made on the Senior Indebtedness, until the principal and interest on the Bond shall be paid in full and no such payments or distributions to the holder of cash, property or securities which otherwise would be payable or distributable to the holders of Senior Indebtedness shall, as between the Company, its creditors other than the holders of Senior Indebtedness, and the Bondholders be deemed to be a payment by the Company to or on account of the Senior Indebtedness, it being understood that the provisions of this Section are and are intended solely for the purpose of defining the relative rights of the Bondholders on the one hand, and the holders of Senior Indebtedness, on the other hand. Nothing contained in this Section 11 or elsewhere in this Bond is

intended to or shall impair, as between the Company and its creditors (other than the holders of Senior Indebtedness and the Bondholders) the obligation of the Company, which is unconditional and absolute, to pay to the Bondholders the principal of the Bonds and the interest accrued thereon, as and when the same shall become due and payable in accordance with its terms, or affect the relative rights of the Bondholders and creditors of the Company other than the holders of the Senior Indebtedness, nor shall anything herein or therein prevent the holder from exercising all remedies otherwise permitted by applicable law upon default under this Bond subject to the rights, if any, under this Section of the holders of Senior Indebtedness in respect of cash, property or securities of the Company received upon the exercise of any such remedy.

(d) No Payment if Senior Indebtedness in Default. Upon demand for payment being made on the Senior Indebtedness or upon maturity of any Senior Indebtedness by lapse of time, acceleration or otherwise, then all principal and premium, if any, and interest and related fees and expenses associated with all such Senior Indebtedness shall first be paid in full, or shall first have been duly provided for, before any payment on account of principal of the Bond or any interest accrued thereon is made unless and until such default shall have been cured or waived or shall cease to exist. In the case of default with respect to any Senior Indebtedness permitting the holders thereof to accelerate maturity thereof or demand payment thereof or in the case of any default in making payment on demand of any Senior Indebtedness which is payable on demand, then unless and until such default shall have been cured or waived or shall cease to exist:

(i) no payment or distribution of assets of the Company (whether in cash, property or securities) shall be made by the Company with respect to the principal of the Bonds or any interest accrued thereon after the happening and during the continuance of such a default;

(ii) any payment or distribution of assets of the Company, (whether in cash, property or securities) to which the Bondholders would be entitled except for the provisions of this Section, shall be paid or delivered directly to the holders of such Senior Indebtedness or their representative or, to the extent necessary to pay all Senior Indebtedness which is the subject of default in full after giving effect to any concurrent payment or distribution, or provision therefor, to the holders of such Senior Indebtedness;

(iii) in the event that, notwithstanding the foregoing, any payment or distribution of assets of the Company, whether in cash, property or securities, shall be received by the Bondholders before all Senior Indebtedness is paid in full or provision made for its payment, such payment or distribution shall be held in trust for the benefit of, and shall be paid over or delivered to the holders of such Senior Indebtedness or their representative or representatives or to the trustee or trustees under any indenture pursuant to which any instruments evidencing any of such Senior Indebtedness may have been issued, for application to the payment of all Senior Indebtedness remaining unpaid, to the extent necessary to pay all such Senior Indebtedness after giving effect to any concurrent payment or distribution, or provision therefor, to the holders of such Senior Indebtedness; and

(iv) any payments or distributions paid over to the holders of the Senior Indebtedness pursuant to this Section and not applied in reduction of the amounts owing to the Bondholders shall be deemed not to have discharged any of the obligations of the Company hereunder (and, to the extent that by operation of applicable law they are treated as doing so, the Company hereby agrees to indemnify the Bondholders on demand from and against any loss suffered or incurred by them in consequence thereof).

Upon any payment or distribution of assets of the Company referred to in this Section, the Bondholders shall be entitled to rely upon a certificate of the trustee in bankruptcy, receiver, assignee for benefit of creditors or other liquidating agent making such payment or distribution, delivered to the Bondholders, for the purpose of ascertaining the persons entitled to participate in such distribution, the holders of the Senior Indebtedness and other indebtedness of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Section.

(e) Standstill. As long as any Senior Indebtedness remains outstanding, the Bondholder Majority shall not, without prior written consent of the holder of the Senior Indebtedness:

(i) exercise or seek to exercise any right or remedy with respect to an Event of Default including any collection or enforcement right or remedy; or

(ii) institute any action or proceeding against the Company or any of its assets including without limitation any possession, sale or foreclosure action or proceeding; or

(iii) contest, protest or object to any enforcement proceeding or other action commenced under the Senior Indebtedness.

for a period of 180 days after delivery of notice of an Event of Default to the holder of the Senior Indebtedness (the “**Standstill Period**”). The Bondholder Majority shall only be permitted to commence such enforcement proceedings upon the receipt of written consent from the holder of the Senior Indebtedness or upon the following of the expiration of the Standstill Period.

(f) Rights of Bondholder Reserved. Nothing contained in this Section or elsewhere in this Bond is intended to or shall impair, as between the Company and the Bondholders, the obligation of the Company, which is absolute and unconditional, to pay to the holder of the Bond the principal amount of the Bond and interest accrued thereon as and when the same shall become due and payable in accordance with its terms, nor shall anything herein prevent the Bondholders from exercising all remedies otherwise permitted by applicable law upon default, subject to the rights, if any, under this Section of the holders of Senior Indebtedness in respect of cash, property or securities of the Company received upon the exercise of any such remedy.

Nothing contained in this Section or elsewhere in this Bond shall affect the obligation of the Company to make, or prevent the Company from making, at any time payment of principal of the Bond, except (i) during the pendency of any dissolution, winding-up or liquidation of the Company or reorganization proceedings specified in Section 11(b) hereof affecting the affairs of the Company and (ii) if it is in default with respect to any Senior Indebtedness or if such payment would result in a default under any Senior Indebtedness.

(g) Subrogation Not to be Impaired. No right of any present or future holder of any Senior Indebtedness to enforce subordination as herein provided shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of the Company or by any act or failure to act, in good faith, by any such holder, or by any non-compliance by the Company with the terms, provisions and covenants of this Bond, regardless of any knowledge thereof which any such holder may have or be otherwise charged with.

(h) For the purposes of this Section, “**Senior Indebtedness**” shall mean: (1) the Sponsor’s secured indebtedness, including, but not limited to, the indebtedness outstanding under the Amended and Restated Senior Secured Credit Agreement, dated as of August 12, 2024 (as amended by that certain Limited Waiver and Amendment No. 1 to Amended and Restated Senior Secured Credit Agreement, dated as of October 25, 2024, that certain Limited Waiver and Amendment No. 2 to Amended and Restated Senior Secured Credit Agreement, dated as of November 1, 2024, that certain Limited Waiver and Amendment No. 3 to Amended and Restated Senior Secured Credit Agreement, dated as of December 18, 2024, that certain Limited Waiver and Amendment No. 4 to Amended and Restated Senior Secured Credit Agreement, dated as of April 16, 2025), with PhoenixOp, as borrower, each of the lenders from time to time party thereto, and Fortress Credit Corp., as administrative agent for the lenders, and (2) any other current or future indebtedness of the Company that the Company agrees, in its sole discretion, is expressly superior in rank to the Bonds.

SECTION 11. Successor Entity. Nothing contained in this Bond shall deny any consolidation or merger of the Company with or into any other Person (whether or not affiliated with the Company) or successive consolidations or mergers in which the Company or its successor or successors shall be a party or parties, or shall deny any sale, conveyance, transfer or other disposition of the property of the Company or its successor or successors as an entirety, or substantially as an entirety, to any other Person (whether or not affiliated with the Company or its successor or successors) authorized to acquire and operate the same so long as no event of default shall have occurred and be continuing, and the successor entity or Person is:

(a) is organized and existing under the laws of the United States of America or any United States, or U.S. state or the District of Columbia; and

(b) assumes all of our obligations to perform and observe all of our obligations under the Bonds.

SECTION 12. Miscellaneous Provisions.

(a) Governing Law. This Bond shall be governed by, and construed in accordance with, the laws of the State of Delaware.

(b) Effect on Successors and Assigns. All the covenants, stipulations, promises and agreements in this Bond contained by or on behalf of the Company shall bind its successors and assigns, whether so expressed or not.

(c) Acts by Successor. Any act or proceeding by any provision of this Bond authorized or required to be done or performed by any board, committee or officer of the Company shall and may be done and performed with like force and effect by the corresponding board, committee or officer of any corporation that shall at the time be the lawful successor of the Company.

(d) Notices. (1) Except as otherwise expressly provided herein any notice or demand that by any provision of any of the Bonds is required or permitted to be given or served by the Bondholders to or on the Company may be given or served by being deposited first class postage prepaid in a post-office letterbox 18575 Jamboree Road, Suite 830, Irvine, CA 92612 attn. Manager.

(2) Any notice or demand that is required or permitted to be given or served by the Company to or on the Bondholder or the Bondholders by any provision of any of the Bonds may be given or served to the Bondholder or Bondholders at the address of the Bondholder(s) set forth in the Bondholder List by being deposited first class postage prepaid in a post-office letterbox, by being transmitted via electronic mail, or by being transmitted via facsimile.

(e) Treatment of Bonds as Debt. It is intended that the Bonds will be treated as indebtedness and not as equity for federal income tax purposes. The provisions of this Bond shall be interpreted to further this intention.

(f) Amendment. The provisions of the Bonds, or any series thereof, may be amended in any particular manner with the affirmative written consent of a Bondholder Majority; provided, however, that no such amendment may be adopted which decreases the percentage of owners of Bonds required to approve any amendment.