



Submitted for recording:
Chicago Title Oklahoma
210 Park Ave., Suite 210
Oklahoma City, OK 73102
File #710702500421

I-2025-009035 Book 2801 Pg 348
10/21/2025 2:20pm Pg 0348-0350
Fee: \$22.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK JK

ASSIGNMENT OF MEMORANDUM OF PURCHASE AND SALE AGREEMENT

This ASSIGNMENT OF MEMORANDUM OF PURCHASE AND SALE AGREEMENT (this "**Assignment of Memorandum**") is made as of October 16, 2025, by Black Mountain Energy Storage II LLC, a Texas limited liability company ("**Assignor**"), in favor of Emerald ProjectCo Inc., a Delaware corporation ("**Assignee**").

WITNESSETH:

WHEREAS, Assignor and John E. Whetsel and Lucille Whetsel ("**Owner**") entered into that certain Purchase and Sale Agreement dated May 1, 2025 (as supplemented by that certain Agreement, dated as of August 18, 2025, and as it may be further amended, modified or supplemented from time to time, the "**Agreement**"), with respect to certain real property located in Pittsburg County, Oklahoma, as more particularly described in **Exhibit A**, attached hereto and incorporated herein for all purposes, and evidenced by that certain Memorandum of Purchase and Sale Agreement dated October 7, 2025, recorded on October 9, 2025, under Instrument No. I-2025-008451, Book 2796, Page 159, in the Deed Records of Pittsburg County, Oklahoma (the "**Assigned Memorandum**");

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated October 12, 2025, between Assignor and Assignee (as amended or assigned, hereinafter referred to as the "**Contract**"), Assignor has sold and conveyed to Assignee all of Assignor's right, title and interest under the Agreement to Assignee, and Assignee desires to acquire all such right, title and interest of Assignor under the Agreement, subject to the terms and conditions thereof; and

WHEREAS, Assignor wishes to assign the Assigned Memorandum to Assignee, as further described herein.

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment of the Memorandum**. Assignor hereby transfers, grants, conveys, assigns, and delivers to Assignee all of Assignor's rights and obligations under the Assigned Memorandum.
2. **Counterparts**. This Assignment of Memorandum may be executed in separate counterparts with separate signature pages, all of which when taken together shall constitute one instrument.
3. **Further Assurances**. The parties hereto agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment of Memorandum.
4. **Governing Law**. This Assignment of Memorandum shall be governed by and construed in accordance with the Laws of the State of Oklahoma, without giving effect to any conflict or choice of law provision that would result in the application of another state's law.
5. **Successors and Assigns**. This Assignment of Memorandum is a covenant running with the land and shall be binding upon and inure to the benefit of Assignor and each Assignee and their respective successors and permitted assigns.
6. **Reassignment Upon Failure to Satisfy Contract Obligations**. Notwithstanding anything to the contrary herein, this Assignment of Memorandum to Assignee is and shall remain expressly subject to the terms and conditions of the Contract, including any provisions therein requiring the reassignment, reconveyance or return of the Assigned Memorandum to Assignor upon the occurrence of specified events under the Contract.

4917-6738-3410v.4 BLA106/00002

STATE of OKLAHOMA
COUNTY of PITTSBURG
I, Hope Trammell, County Clerk in & for said County &
State do hereby certify that this instrument is a true,
complete & correct copy as the same appears on record
in my office under Book 2801 Page 348-350
Witness my hand and official seal at McAlester in said
County and State this 11th day of Sept 2026
By Monica Sennott HOPE TRAMMELL
Deputy County Clerk

IN WITNESS WHEREOF, each party hereto has caused this Assignment of Memorandum to be executed on its behalf by its duly authorized officer, as of the date first above written.

ASSIGNOR:

I-2025-009035 Book 2801 Pg 349
10/21/2025 2:20pm Pg 0348-0350
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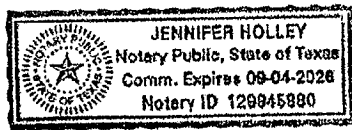
Black Mountain Energy Storage II LLC, a Texas limited liability company

By: [Signature]
Name: Rhett Bennett
Title: CEO

STATE OF TEXAS

COUNTY OF Tarrant

This instrument was acknowledged before me on this 14th day of October, 2025, by Rhett Bennett, CEO of Black Mountain Energy Storage II LLC, a Texas limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public in and for the State of Texas

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Exhibit A

LEGAL DESCRIPTION

PITTSBURG COUNTY, OKLAHOMA

BEING a 400.00 acre tract and being the West Half (W/2), and the West Half (W/2) of the Northeast Quarter (NE/4) of Section Twenty-Five (25), Township Three (3) North, Range Thirteen (13) East of the Indian Base and Meridian, Pittsburg County, Oklahoma, and said 400.00 acre tract being further described by metes and bounds as follows:

BEGINNING at a Mag Nail found for the Northwest corner, same being the Northwest corner of said Section 25;

THENCE N. 89°06'18" E. 2637.11 feet to a Brass Capped Monument found for a corner, same being the Northeast Corner of said W/2;

THENCE N. 89°07'10" E. 1320.77 feet with the North line of said Section 25 to a 1/2 Inch Iron Rod with Cap marked "CA 8646" set for the Northeast corner;

THENCE S. 1°12'34" E. 2632.01 feet to a 1/2 Inch Iron Rod with Cap marked "CA 8646" set in the South line of said NE/4 for the Eastern most Southeast corner;

THENCE S. 89°00'30" W. 1318.92 feet to a Brass Capped Monument found for a corner, same being the Southwest corner of said NE/4;

THENCE S. 1°10'42" E. 2653.11 feet to a 1/2 Inch Iron Rod found for the Southern most Southeast corner, same being the Southeast corner of said W/2;

THENCE S. 88°56'21" W. 2633.92 feet with the South line of said Section 25 to a 1/2 Inch Iron Rod found for the Southwest corner, same being the Southwest corner of said Section 25;

THENCE N. 1°14'11" W. 2647.43 feet with the West line of said Section 25 to a 1/2 Inch Iron Rod with Cap marked "CA 8646" set for a corner, same being the Southwest corner of the Northwest Quarter (NW/4) of said Section 25;

THENCE N. 1°15'33" W. 2647.91 feet with the West line of said Section 25 to the POINT OF BEGINNING and containing 400.00 acres of land, more or less.