

Submitted for recording:
Chicago Title Oklahoma
210 Park Ave., Suite 210
Oklahoma City, OK 73102
File #710702500600

I-2025-009036 Book 2801 Pg 351
10/21/2025 2:20pm Pg 0351-0353
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 Jimmy Doyle as Trustee and Attorney in Fact of The KFD Family Trust, Dated May 20th, 2025 ("Owner") entered into that certain Purchase and Sale Agreement dated June 6, 2025 (as 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 June 6, 2025, recorded on August 28, 2025, under Instrument No. I-2025-007143, Book 2787, Page 331, 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.

4929-7553-9570v.7 BLA106/00002

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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 351-353.
Witness my hand and official seal at McAlester in said
County and State this 14th day of Sept, 2026.
By Monica Sennett 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.

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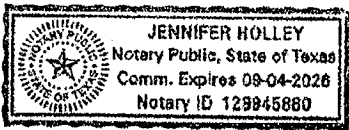
ASSIGNOR:

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

Exhibit A

LEGAL DESCRIPTION

Being a tract of land containing approximately 180 acres, more or less, in Tax Parcel ID 610049050, Pittsburg County, Oklahoma, and being more particularly described as follows:

For Tax Map ID(s): 49050

The North Half of the Northeast Quarter of the Southeast Quarter (N/2 NE/4 SE/4) and the Northeast Quarter (NE/4) of Section Thirty-five (35), Township Three (3) North, Range Thirteen (13) East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

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