



I-2025-009163 Book 2802 Pg 172
10/27/2025 8:10am Pg 0172-0177
Fee: \$28.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK **mb**

Submitted for recording:
Chicago Title Oklahoma
210 Park Ave., Suite 210
Oklahoma City, OK 73102
File #710702401024

FIRST AMENDMENT TO MEMORANDUM OF PURCHASE AND SALE AGREEMENT

This FIRST AMENDMENT TO MEMORANDUM OF PURCHASE AND SALE AGREEMENT (this "Memorandum") is dated and made as of October 16, 2025, by and between **BLACK MOUNTAIN ENERGY STORAGE II LLC**, a Texas limited liability company or its assigns ("**Purchaser**"), and Brian M. Weaver and Bradley M. Weaver, each as co-Trustees of **THE JAMES AND VIRGINIA WEAVER MAY 29, 2009 REVOCABLE LIVING TRUST** ("**Seller**").

WHEREAS:

- A. Seller and Purchaser did enter into that certain Purchase and Sale Agreement dated effective November 26, 2024, as amended by that certain First Amendment to Purchase and Sale Agreement dated effective as of January 2, 2025, as amended by that certain Second Amendment to Purchase and Sale Agreement dated January 23, 2025, as amended by that certain Third Amendment to Purchase and Sale Agreement dated October 9, 2025, and as amended by that certain Fourth Amendment to Purchase and Sale Agreement dated October 15, 2025 (collectively, the "**Agreement**"), as evidenced by that certain Memorandum of Purchase and Sale Agreement dated November 26, 2024, and recorded May 28, 2025 in Book 2768, Page 790, which affects certain real property located in Pittsburg County, State of Oklahoma, as more particularly described in Exhibit A attached hereto (the "**Land**"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.
- B. If Purchaser does not earlier terminate the Agreement, the Closing shall occur on December 31, 2025, subject to one (1) 180-day extension.
- C. Prior to the Closing, Seller is prohibited from granting any rights, leases, easements, options, or liens against the Property without the written consent of Purchaser.
- D. Seller and Purchaser desire to enter into this Memorandum which is to be recorded in order that third parties may have notice of the interests of Purchaser in the Property and of the existence of the Agreement.
- E. This Memorandum may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and each such counterpart shall, when combined with all other such counterparts, constitute one agreement binding on the parties hereto.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date set forth above.

SELLER:

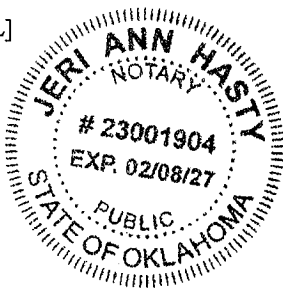
**THE JAMES AND VIRGINIA WEAVER
MAY 29, 2009 REVOCABLE LIVING TRUST**

By: Brian M. Weaver
Brian M. Weaver, co-Trustee

STATE OF Oklahoma)
COUNTY OF Pittsburg)ss.

This instrument was acknowledged before me on this 15 day of October, 2025 by Brian M. Weaver, as co-Trustee of **THE JAMES AND VIRGINIA WEAVER MAY 29, 2009 REVOCABLE LIVING TRUST**.

[SEAL]



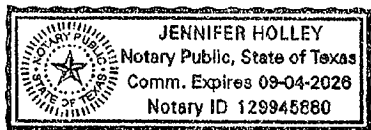
Jeri Ann Hasty
Notary Public
State of Oklahoma
My commission expires: 2/8/27

By: Bradley M. Weaver
Bradley M. Weaver, co-Trustee

STATE OF Texas)
)ss.
COUNTY OF Tarrant)

This instrument was acknowledged before me on this 16th day of October, 2025 by Bradley M. Weaver, as co-Trustee of **THE JAMES AND VIRGINIA WEAVER MAY 29, 2009 REVOCABLE LIVING TRUST.**

[SEAL]



Janice H. Hall
Notary Public
State of Texas

My commission expires: 09-04-2026

PURCHASER:

BLACK MOUNTAIN ENERGY STORAGE
II LLC, a Texas limited liability company

By: [Signature]

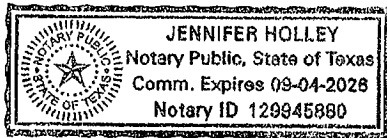
Name: Rhett Bennett

Title: CEO

STATE OF Texas)
COUNTY OF Tarrant)ss.

This instrument was acknowledged before me on this 16th day of October, 2025 by
Rhett Bennett as CEO of
Black Mountain Energy Storage II LLC a Texas LLC, on behalf of such company.

[SEAL]



[Signature]
Notary Public
State of Texas

My commission expires: 09-04-2026

Recording requested by and
when recorded return to:
Black Mountain Energy Storage II LLC
1717 W. 6th Street, Suite 295
Austin, Texas 78703
Attn: Rhett Bennett

Exhibit A

LEGAL DESCRIPTION

I-2025-009163 Book 2802 Pg 176
10/27/2025 8:10am Pg 0172-0177
Fee: \$28.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
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Tract 1

BEING a 178.96 acre tract in Pittsburg County, Oklahoma, situated in the Southwest-Quarter (SW/4) of Section 26 and the Southeast-Quarter (SE/4) of Section 27, Township 3 North, Range 13 East, Indian Principal Meridian, Pittsburg County, Oklahoma, and said 178.96 acre tract being further described by metes and bounds as follows:

BEGINNING at a Brass Capped Monument Found for a Corner of this tract, same being the Southwest Corner of said Section 26, same being the Northwest Corner of a 64.91 acre tract, as described in Book 2593, Page 689, Deed Records of Pittsburg County, Oklahoma;

THENCE S. 88°48'09" W. - 1603.51 feet along the South line of said Section 27 to a 1/2 Inch Iron Rod with Cap marked "CA8646" Set in the South line of said Section 27 for the Southwest Corner of this tract;

THENCE N. 28°22'07" E. - 1520.73 feet to a 1/2 Inch Iron Rod with Cap marked "CA8646" Set for the most Westerly Northwest corner of this tract, same being the Southwest Corner of a 12.20 acre tract, as described in Book 2634, Page 610, Deed Records of Pittsburg County, Oklahoma;

THENCE N. 88°46'25" E. - 853.64 feet along the South line of said 12.20 acre tract to a 1/2 Inch Iron Rod with Cap marked "CA8646" Set in the West line of said Section 26 for an internal "ell" Corner of this tract, same being the Southeast Corner of said 12.20 acre tract;

THENCE N. 1°10'34" W. - 1323.14 feet along the West line of said Section 26 and the East line of said 12.20 acre tract and a 3.20 acre tract, as described in Book 2634, Page 610, Deed Records of Pittsburg County, Oklahoma, to a 5/8 Inch Iron Rod Found for the most Northerly Northwest Corner of this tract, same being the North Corner of said 3.20 acre tract;

THENCE N. 88°50'04" E. - 2636.96 feet to a 1 Inch Iron Rod Found for the Northeast Corner of this tract, same being the Northwest Corner of a 154.64 acre tract, as described in Book 2016, Page 413, Deed Records of Pittsburg County, Oklahoma;

THENCE S. 1°07'50" E. - 502.63 feet along the West line of said 154.64 acre tract to a 1/2 Inch Iron Rod with Cap marked "CA8646" Set in the Northwest Right-of-Way line of South U.S. Highway 69 for a Corner of this tract;

THENCE S. 18°04'40" W. - 584.23 feet with the Northwest Right-of-Way line of said South U.S. Highway 69 to a Concrete Monument Found for a Corner of this tract;

THENCE S. 18°16'40" W. - 1688.78 feet continuing with the Northwest Right-of-Way line of said South U.S. Highway 69 to a 1/2 Inch Iron Rod Found in the South line of said Section 26 for the Southeast Corner of this tract, same being the Northeast Corner of said 64.91 acre tract;

THENCE S. 88°50'50" W. - 1881.47 feet with the South line of said Section 26, and the North line of said 64.61 acre tract to the POINT OF BEGINNING and containing 178.96 acres of land, more or less.

Tract 2

BEING a 7.70 acre tract in Pittsburg County, Oklahoma, situated in the Southwest-Quarter (SW/4) of Section 26, Township 3 North, Range 13 East, Indian Principal Meridian, Pittsburg County, Oklahoma, and said 7.70 acre tract being further described by metes and bounds as follows:

BEGINNING at a 1/2 Inch Iron Rod with Cap marked "CA8646" Set in the East right-of-Way line of South U.S. Highway 69 for the Southwest Corner of this tract, from which a Concrete Monument Found for a Corner of said Highway 69 Right-of-Way bears S. 18°05'20" W. - 44.12 feet;

THENCE N. 18°05'20" E. - 1468.88 feet with the East Right-of-Way line of said South U.S. Highway 69 to a 1/2 Inch Iron Rod with Cap marked "CA8646" Set for the North Corner of this tract, from which a Concrete Monument Found for a Corner of said Highway Right-of-Way bears N. 18°05'20" E. - 104.99 feet;

THENCE S. 1°07'50" E. - 1386.82 feet to a Sandstone Monument Found for the Southeast Corner of this tract, same being the Southeast Corner of said SW/4 of Section 26;

THENCE S. 88°50'50" W. - 483.54 feet along the South line of said Section 26 to the POINT OF BEGINNING and containing 7.70 acres of land, more or less.