

I-2026-002938 Book 2833 Pg 418
04/06/2026 1:47pm Pg 0418-0439
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State of OK **MS**

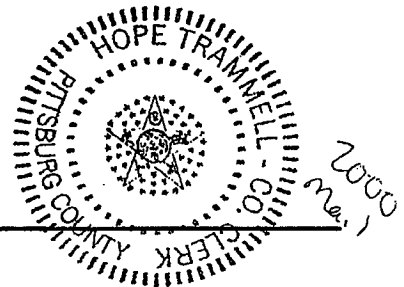
TREASURER'S ENDORSEMENTS
I hereby certify that I received \$ 2,400.00
and issued receipt # 1286 therefore in
payment of Mortgage Tax on the within Mortgage,
this 6 day of April, 2026
JENNIFER LENOX-HACKLER, Pittsburg Cnty., Treas.
By CS Deputy

After recording, please return to:

First Financial Bank
1000 Forest Park Blvd
Fort Worth, Texas 76110

Chicago Title Oklahoma
210 Park Ave, Ste 210
Oklahoma Tower
Oklahoma City, OK 73102
File #: 714702501299

FNTG GF# 9001222502202



MORTGAGE INSTRUMENT

NOTICE: A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE.

This Mortgage and Security Agreement is made this **1st day of April, 2026**, between **Black Mountain Energy Storage II LLC**, a Texas limited liability company, (the "Mortgagor" and/or "Borrower", where applicable), whose address for notice is 1024 E. Broad St., Ste 101, Mansfield, Texas 76063; and **First Financial Bank**, a Texas banking association, (the "Mortgagee" and/or "Lender", where applicable), whose address for notice is PO Box 2559, Abilene, Texas 79604.

WHEREAS, the Mortgagors are justly indebted to the Mortgagee in the sum of **\$6,000,000.00**, according to the terms of a certain Promissory Note (the "Note") bearing even date herewith and having a maturity date of on or before **April 1, 2028**.

ARTICLE I—MORTGAGE AND SECURITY INSTRUMENT

NOW, THEREFORE, to secure to the Mortgagee the payment of the aforesaid indebtedness, with interest thereon, the payment of all other monies secured hereby or advanced hereunder, and the performance of the covenants and agreements herein contained, the Mortgagors do hereby grant, bargain, sell, convey and mortgage unto the Mortgagee and to its successors and assigns **the real property** located in McCurtain County, State of Oklahoma, **described on Exhibit "A" attached as a part hereof**, together with all and singular the tenements, hereditaments and appurtenances thereof; all buildings and improvements now or hereafter constructed thereon; and all fixtures, equipment, machinery, apparatus and articles of personal property of every kind and character now owned or hereafter acquired by the Mortgagors and now or hereafter located in or used for the operation, maintenance and construction of the aforesaid buildings and improvements (all of which property is herein called the "Collateral"), which shall include, but not be limited to: (a) all signs, draperies, screens, awnings, storm windows and doors, window shades, cabinets, partitions, floor coverings, escalators, elevators and motors, ranges, refrigerators, furniture, boilers, tanks, furnaces, radiators and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air conditioning, laundry, cleaning, fire prevention, fire extinguishing, communications, water fountains, kitchen and incinerating equipment of whatsoever kind and character; (b) all of the right, title and interest of the Mortgagors in and to any items of personal property which may be subject to a title retention or security

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agreement superior in lien to the lien of this Mortgage; (c) proceeds and products thereof. The above described real estate, appurtenances, improvements and Collateral are hereinafter collectively called the "Mortgaged Premises" and are hereby declared to be subject to the lien of this Mortgage as security for the payment of the indebtedness herein described.

TO HAVE AND TO HOLD the Mortgaged Premises with all the rights, improvements and appurtenances thereunto belonging, or in anywise appertaining unto the Mortgagee, its successors and assigns, forever. The Mortgagors covenant that the Mortgagors are seized of an indefeasible estate in fee simple in the Mortgaged Premises, that the Mortgagors have good right to sell, convey and mortgage the same, that the Mortgaged Premises are free and clear of all general and special taxes, liens, charges and encumbrances of every kind and character, except those matters set forth on Exhibit "B", and that the Mortgagors hereby warrant and will forever defend the title thereto against the claims of all persons whomsoever, and waive all homestead exemptions thereto.

1. Payment of Debt. If the Mortgagors shall pay the indebtedness herein described and shall in all things do and perform all other acts and agreements herein contained to be done, then in that event only, this Mortgage shall be and become null and void.

2. Maintenance; Waste. With respect to the Mortgaged Premises, the Mortgagors covenant and agree: to keep the same in good condition and repair; to pay all general and special taxes and assessments and other charges that may be levied or assessed upon or against the same as they become due and payable and to furnish to the Mortgagee receipts showing payment of any such taxes and assessments, if demanded; to pay all debts for repair of improvements now existing or hereafter arising which may become liens upon or charges against the Mortgaged Premises; to comply with or cause to be complied with all requirements of any governmental authority relating to the Mortgaged Premises; to promptly repair, restore, replace or rebuild any part of the Mortgaged Premises which may be damaged or destroyed by any casualty whatsoever, or which may be affected by any condemnation proceeding or exercise of eminent domain; and to promptly notify the Mortgagee of any damage to the Mortgaged Premises in excess of Two Thousand and No/100 Dollars (\$2,000.00). The Mortgagors further covenant and agree that the Mortgagors will not: commit or suffer to be committed any waste of the Mortgaged Premises; initiate, join in or consent to any change in private restrictive covenants, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Mortgaged Premises or any part thereof which might take precedence over the lien of the Mortgage.

3. Insurance. IF and when improvements are added to the Property, the Mortgagors will effect and keep in force with a fire insurance company, or companies, approved by the Mortgagee, such amount of insurance against loss by fire, tornado and lightning, and against such other casualty losses as may be required and as will be satisfactory to the Mortgagee, upon the Mortgaged Premises, and will keep the policy or policies therefor constantly assigned and delivered to the Mortgagee as further security for the indebtedness hereby secured, each policy having a subrogation mortgage clause of a form satisfactory to the Mortgagee attached thereto, with the loss, if any, payable to the Mortgagee, and whether the same have been actually assigned or not, they shall, in case of loss, be payable to the

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Mortgagee to the extent of its interest as Mortgagee in the Mortgaged Premises; and the Mortgagee shall have the right and power to demand, receive and collect any and all monies becoming due or payable thereunder, and to apply the same toward the payment of the indebtedness hereby secured unless same is otherwise paid in full or, at its option, the Mortgagee may pay said monies over to the Mortgagors either wholly or in part to enable the Mortgagors to repair such buildings or erect new buildings in their place, or for any other purpose or object satisfactory to the Mortgagee, without affecting the lien of this Mortgage for the full amount secured hereby, before such damage by fire, tornado or other casualty, or such payment, ever took place. If the title to the Mortgaged Premises be transferred, the Mortgagee is authorized as agent for the Mortgagors to assign the insurance to the grantee of the title, without any duty, however, on the Mortgagee to do so. The Mortgagors shall procure for their benefit, and shall at all times maintain in force and deliver (premiums paid) to the Mortgagee copies of personal liability and property damage insurance policies issued by such companies, on such forms, and in such amounts, as the Mortgagee may require and approve; and the Mortgagee further agrees if the Mortgagors fail to procure, maintain or pay the premiums on such insurance, the Mortgagee may (without waiving the right to accelerate the maturity of the debt hereby secured) do so at the Mortgagor's expense, which insurance shall name the Mortgagee as an additional insured as its interest may appear.

4. Default. Upon the failure of the Mortgagors to pay any of the taxes, assessments, debts, liens or other charges as the same become due and payable, or to insure the Mortgaged Premises or deliver the policies of insurance as herein provided, or to perform any of the Mortgagors' covenants and agreements herein (or any of the Mortgagor's covenants and agreements in/under the Loan Agreement executed by Mortgagor contemporaneously to this Mortgage (or otherwise default under said Loan Agreement's terms)), following the giving of the notice provided for in the Note secured hereby, if any, the Mortgagee is hereby authorized, at its option, to insure the Mortgaged Premises, or any part thereof, and pay the costs of such insurance, and to pay such taxes, assessments, debts, liens or other charges herein described, or any part thereof, and to remedy the Mortgagors' failure to perform hereunder and pay the costs associated therewith, and the Mortgagors hereby agree to refund on demand all sum or sums so paid, with interest thereon at a rate of eighteen percent (18%) per annum; and any such sum or sums so paid together with interest thereon shall become a part of the indebtedness hereby secured; provided, however, that the retention of a lien hereunder for any sum so paid shall not be a waiver of subrogation or substitution which the Mortgagee might otherwise have. In the event of the failure of the Mortgagors to pay any of the taxes, assessments, debts, liens or other charges herein described as the same become due and payable or to keep the Mortgaged Premises insured in the manner and time herein provided, or the failure to deliver renewal policies in the manner and time herein provided, or if any installment of principal or interest is not paid at or within the time required by the terms of the Note, or in the case of the actual or threatened destruction, demolition, removal, condemnation or taking of all or any of the Mortgaged Premises, or the failure to do any of the things herein agreed to be done, or on the breach of any of the terms of the Note, this Mortgage or any other instrument securing or evidencing the indebtedness hereby secured, then, in any of such events, whether the Mortgagee has paid any of the taxes, liens or other charges, or procured the insurance, or remedied the Mortgagor's failure to perform, all as above mentioned, or not, the principal of the Note and all sums then hereby secured, without deduction, shall at the option of the Mortgagee, without

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notice, become due and payable, and the Mortgagee shall be entitled to foreclose this Mortgage, and shall be entitled to the possession of the Mortgaged Premises and the rents and profits thereof, and shall be entitled to have a receiver appointed to take possession of the Mortgaged Premises without notice, which notice the Mortgagors hereby waive, notwithstanding anything contained in this Mortgage or any law heretofore or hereafter enacted.

Cross-Collateralization. In addition to the Note, this Mortgage Instrument secures all obligations, debts and liabilities, plus interest thereon, of Mortgagor to Mortgagee, as well as all claims by Mortgagee against Mortgagor or Guarantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Mortgagor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Cross-Default. If Mortgagor or related entity defaults on any Indebtedness owed to Mortgagee, that default shall constitute a default under this Mortgage Instrument, and all amounts under this Mortgage Instrument and the Note referenced herein shall immediately accelerate and become due and owing. The collateral for, and any default existing or occurring under, any such loan shall serve as collateral for, or constitute a default under, all loans from Mortgagee to Mortgagor and/or related entity.

5. Taxes; Expenses. The Mortgagors agree to pay any and all taxes which may be levied or assessed directly or indirectly upon the Note, this Mortgage and the indebtedness hereby secured; and, upon violation of this agreement, or upon the rendering by any Court of competent jurisdiction of a decision that such an agreement by a Mortgagors are legally inoperative, or if the rate of said taxes and expenses added to the rate of interest provided for in the Note shall exceed the legal rate of interest, then, and in any such event, the indebtedness hereby secured, without deduction, shall, at the option of the Mortgagee, become immediately due and payable, anything contained in this Mortgage or in the Note notwithstanding. The additional amount which may become due and payable hereunder shall be regarded as part of the indebtedness secured by this Mortgage.

6. Expenses of Collection. It is agreed that if, and as often as, this Mortgage or the Note is placed in the hands of any attorney for collection, or to protect the priority or validity of this Mortgage, or to prosecute or defend any suit affecting the Mortgaged Premises, or to enforce or defend any of the Mortgagee's rights hereunder, the Mortgagors shall pay to the Mortgagee its reasonable attorneys' fees, as provided for in the Note secured hereby, together with all Court costs, expenses for title examination, title insurance or other disbursements relating to the Mortgaged Premises, which sums shall be secured hereby.

7. Appraisement. Appraisement of the Mortgaged Premises is hereby expressly waived, or not, at the option of the Mortgagee, in the event of judicial foreclosure, such option to be exercised at the time judgment is rendered in any judicial foreclosure hereof, or at any time prior thereto.

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8. Condemnation Awards. The Mortgagors covenant and agree that if, at any time, all or any portion of the Mortgaged Premises shall be taken or damaged under the power of eminent domain, the award received by condemnation proceedings for any property so taken or any payment received in lieu of such condemnation proceedings shall be paid directly to the Mortgagee and all or any portion of such award or payment, at the option of the Mortgagee, shall be applied to the indebtedness hereby secured in payment of the last maturing installments of the indebtedness or paid over, wholly or in part, to the Mortgagors for the purpose of altering, restoring or rebuilding any part of the Mortgaged Premises which may have been altered, damaged or destroyed as a result of any such taking or damage, or for any other purpose or object satisfactory to Mortgagee; provided that the Mortgagee shall not be obligated to see to the application of any amount paid over to the Mortgagors. The Mortgagors immediately upon obtaining knowledge of the institution of any proceedings or negotiations for the condemnation of the Mortgaged Premises, or any portion thereof, will notify the Mortgagee of the pendency of such negotiations or proceedings. The Mortgagee may participate in any such negotiations or proceeding and the Mortgagors from time to time will execute and deliver to the Mortgagee all instruments requested by Mortgagee to permit such participation.

9. Certificate. The Mortgagors, upon request, made either personally or by mail, shall certify by a writing duly acknowledged, to the Mortgagee or to any proposed assignee of Mortgagees, the amount of principal and interest then owing on this Mortgage and whether any offsets or defenses exist against the indebtedness hereby secured, within ten (10) days after the mailing of such request.

10. Notice. Every provision for notice and demand or request shall be deemed fulfilled by written notice or request personally served on one or more of the persons who shall at the time hold the record title to the Mortgaged Premises, or on their heirs or successors, or mailed by depositing it in any post office station or letter box, enclosed in a postpaid envelope addressed to such person or persons, or their heirs or successors, at his, theirs, or its address last known to Mortgagee. For notice purposes, Mortgagor agrees to keep Mortgagee informed at all times of Mortgagor's current address.

11. Inspection; Management. The Mortgagee and any persons authorized by the Mortgagee shall have the right to enter and inspect the Mortgaged Premises at all reasonable times. If, at any time after default by the Mortgagors in performance of any of the terms, covenants or provisions of this Mortgage or the Note, the management or maintenance of the Mortgaged Premises shall be determined by the Mortgagee to be unsatisfactory, the Mortgagors shall employ, for the duration of such default, as managing agent of the Mortgaged Premises, any person from time to time designated or approved by the Mortgagee.

12. No Waiver. Any failure by the Mortgagee to insist upon the strict performance by the Mortgagors of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Mortgagors of any and all of the terms and provisions of this Mortgage to be performed by the Mortgagors. Neither the Mortgagors nor any other person now or hereafter obligated for the payment of the whole or any part of the indebtedness now or

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hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of the Mortgagee to comply with any request of the Mortgagors or of any other person so obligated to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any obligations secured by this Mortgage or by reason of the release, regardless of consideration, of the whole or any part of the security held for the indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner or owners of the Mortgaged Premises and the Mortgagee extending, from time to time, the time of payment or modifying the terms of the Note or this Mortgage without first having obtained the consent of the Mortgagors or such other person, and in the latter event, the Mortgagors and all such other persons shall continue to be liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by the Mortgagee. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Premises, the Mortgagee may release the obligation of anyone at any time liable for any of the indebtedness secured by this Mortgage or any part of the security held for such indebtedness and may from time to time extend the time of payment or otherwise modify the terms of the Note and/or this Mortgage without, as to the security for the remainder thereof, in any way impairing or affecting the lien of this Mortgage or the priority of such lien, as security for the payment of the indebtedness as it may be extended or modified, over any subordinate lien. The holder of any subordinate lien shall have no right to terminate any lease affecting the Mortgaged Premises whether or not such lease be subordinate to this Mortgage. The Mortgagee may resort for the payment of indebtedness hereby secured to any other security therefor held by the Mortgagee in such order and manner as the Mortgagee may elect.

13. Cumulative Remedies. The rights of the Mortgagee arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the other. No act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provisions, anything herein or otherwise to the contrary notwithstanding.

14. Security Interest. This Mortgage shall also be considered to be and shall be construed as a security agreement with respect to any property described herein which is not a part of the real property described herein.

14.1. Assembly of Collateral. Upon default and acceleration of the indebtedness pursuant to the provisions hereof, the Mortgagee may, at its discretion, require the Mortgagors to assemble the Collateral and make it available to the Mortgagee at a place reasonably convenient to both parties to be designated by the Mortgagee.

14.2. DUE ON SALE If all or any part of the property is sold, conveyed, leased for a period longer than three (3) years, leased with an option to purchase, or otherwise sold (including any contract for deed), without the prior written consent of the Mortgagee, then the Mortgagee may at its option declare the outstanding principal balance of the note, plus accrued interest, to be immediately due and payable.

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14.3. Additional Documents. The Mortgagors will from time to time within ten (10) days after request by the Mortgagee, execute, acknowledge and deliver any financing statement renewal affidavit, certificate, continuation statement, inventory or other documents that the Mortgagee may request in order to protect, preserve, continue, extend or maintain the security interest under and the priority of this Mortgage and will, upon demand, pay any expenses incurred by the Mortgagee in the preparation, execution and filing of any such documents.

15. Impound Accounts. At the request of Mortgagee at any point in the future, he Mortgagors will pay to the Mortgagee on the first day of each month until the Note is fully paid a sum equal to the premiums that will next become due and payable on policies of fire and other hazard insurance covering the property covered by this Mortgage, plus taxes and assessments next due on the premises covered hereby (all as estimated by the Mortgagee), less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such premiums, taxes and assessments will become delinquent, such sums to be held by the Mortgagee in trust to pay said premiums, taxes and special assessments before the same become delinquent. If the total of payments shall exceed the amount of payments actually made by the Mortgagee for taxes, assessments and insurance premiums, such excess shall be returned to the Mortgagors. IL however, the total of such payments shall not be sufficient to pay the taxes, assessments and insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagors shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such taxes, assessments, or insurance premiums shall be due. In no event shall Mortgagee be obligated, either legally or equitably, to pay interest to Mortgagors on such accounts.

16. Prohibited Acts. The Mortgagor will not: (a) sell, convey, transfer, assign, contract to sell, lease for a term exceeding two months or otherwise transfer all or any part of the Mortgaged Premises, without Mortgagee's prior written consent; (b) execute any document or allow the filing by any third party of any instrument which creates a mortgage, lien or encumbrance on the Property without Mortgagee's prior written consent; (c) allow the transfer of any ownership in Mortgagor to any entity or party (other than the immediate family of the present owners) without Mortgagee's prior written consent. The occurrence of any of the aforesaid events without the Mortgagee's prior written approval, at the Mortgagee's option, shall constitute an event of default hereunder, and the Mortgagee may declare the indebtedness hereby secured immediately due and payable and exercise any or all of the Mortgagee's rights herein; provided, Mortgagee may, at its option, elect to waive its right to accelerate if, prior to the sale or transfer, Mortgagee and the party to whom the property is to be sold, leased, assigned or transferred reach an agreement in writing that the credit of such person is satisfactory to Mortgagee, and that the interest payable on the sums secured by the Mortgage shall be at such rate as Mortgagee shall request, and the said purchaser shall execute a written assumption agreement thereof accepted in writing by Mortgagee.

17. Governing Law. This Mortgage and the Note secured hereby were negotiated, executed and delivered in Tarrant County, Texas, and the parties hereto agree that this Mortgage shall be construed according to the laws of the State of Texas, where applicable, and otherwise construed according to the laws of the State of Oklahoma, where required by Oklahoma law.

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18. Construction. Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagors" shall mean "Mortgagors and/or any subsequent owner or owners of the Mortgaged Premises," the word "Mortgagee" shall mean "Mortgagee or any subsequent holder or holders of the Mortgage," the word "Note" shall mean "note secured by this Mortgage" and the word "person" shall mean "an individual, corporation, partnership or unincorporated association." The paragraph headings contained herein are included as a matter of convenience and are not intended to define, limit or modify the terms of this Mortgage. This Mortgage shall be binding on the Mortgagors and all heirs, personal representatives, successors and assigns of the Mortgagors and inure to the benefit of the Mortgagee and all heirs, personal representatives, successors and assigns of the Mortgagee.

19. Amendment. This Mortgage cannot be changed except by an agreement in writing signed by the party against whom enforcement of the change is sought.

20. Purpose. This Mortgage is given for business and commercial purposes.

21. Power of Sale Provisions. As a material part of the consideration of this Mortgage, Mortgagors do hereby confer and grant to Mortgagee in the event of a breach or default by Mortgagors in the performance of this Mortgage or the Note secured hereby, at the option of the Mortgagee, the power to sell the real property covered by this Mortgage pursuant to the terms and provisions of the Oklahoma Power of Sale Mortgage Foreclosure Act," and any subsequent amendments thereto, if any, hereafter referred to as "said Act."

In case of breach or default by Mortgagors, as determined by the terms of this Mortgage, before Mortgagee may use said breach or default as a basis to foreclose this Mortgage by power of sale, Mortgagee shall give to Mortgagors the written statutory Notice of Mortgagee's intention to foreclose by power of sale in the form and manner prescribed and required by the terms and provisions of said Act.

Should Mortgagors fail and neglect to cure said breach or default pursuant to said above Notice, Mortgagee may accelerate the debt secured by this Mortgage and proceed to give the statutory Notice of Sale in the form and manner prescribed and required by said Act, in order to sell the real property covered by this Mortgage under the power of sale granted herein. If Mortgagee invokes the power of sale, Mortgagee shall mail a copy of a notice of sale to Mortgagors at Mortgagors' last known address. Mortgagee shall publish the notice of sale and the property shall be sold in the manner prescribed by applicable law. Mortgagee or Mortgagee's designee may purchase the property at any sale. The proceeds of the sale shall be applied in the following order: (i) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees; (ii) to all sums secured by this Mortgage; and (iii) the excess, if any, to the person or persons legally entitled thereto.

Any sale by Mortgagee pursuant to said Notice of Sale shall be held, advertised, conducted, continued, completed, closed, and the proceeds of said sale, if any, distributed in accordance with said Act.

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22. Subordination. This Mortgage may be subordinated by Mortgagors and Mortgagee to new financing covering the premises described above in accordance with the terms and conditions set forth in the Promissory Note which this Mortgage secures.

23. Judicial Foreclosure. Upon occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option may obtain a judicial decree foreclosing Mortgagor's interest in all or any part of the Property.

ARTICLE II—MISCELLANEOUS PROVISIONS

1. Waiver of Setoff. The Indebtedness/Note, or any part thereof, shall be paid by Borrower without notice; demand, counterclaim, setoff, deduction, or defense and without abatement, suspension, deferment, diminution, or reduction by reason of: (A) any damage to, destruction of, or any condemnation or similar taking of the Collateral (or any part thereof); (B) any restriction or prevention of or interference with any use of the Collateral (or any part thereof); (C) any title defect or encumbrance or any eviction from the Mortgaged Premises by superior title or otherwise; (D) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation, or other like proceeding relating to Lender or Borrower, or any action taken with respect to this Mortgage Instrument by any receiver of Lender or Borrower, or by any court, in any such proceeding; (E) any claim which Borrower has or might have against Lender; (F) any default or failure on the part of Lender to perform or comply with any of the terms hereof or of any other agreement with Borrower; or (G) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not Borrower shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Borrower waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution, or reduction of the Indebtedness.

2. Setoff. Lender shall be entitled to exercise both the rights of setoff and banker's lien, if applicable, against the interest of Borrower in and to each and every account and other property of Borrower which are in the possession of Lender to the full extent of the outstanding balance of the Indebtedness. To the extent permitted by applicable law, Lender reserves a right of setoff in all of Borrower's accounts with Lender (whether checking, saving, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any such accounts, and, at Lender's option to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

3. Survival of Obligations. Each and all of the Obligations shall survive the execution and delivery of the Loan Documents and the consummation of the Loan and shall continue in full force and effect until the Indebtedness shall have been paid in full; provided, however, that nothing contained in this Section shall limit the Obligations of Borrower or the continued survival of any Obligations as otherwise set forth in this Mortgage or in any of the Loan Documents.

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4. Severability. If any provision of this Mortgage is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and this Mortgage shall be construed and enforced as if such illegal, invalid, or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect.

5. Individual Authority. The individual executing and delivering this Mortgage on behalf of Borrower represents and warrants that he or she is fully authorized to execute and deliver same and that such execution and delivery creates a binding obligation of Borrower.

6. Waiver of Right to Trial by Jury. BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM THAT RELATES TO OR ARISES OUT OF ANY OF THE LOAN DOCUMENTS OR THE ACTS OR FAILURE TO ACT OF OR BY LENDER IN THE ENFORCEMENT OF ANY OF THE TERMS OR PROVISIONS OF THIS MORTGAGE INSTRUMENT OR THE OTHER LOAN DOCUMENTS.

7. VENDOR'S LIEN. Borrower expressly acknowledges a vendor's lien on the Property as security for the Note secured by this Mortgage Instrument, which represents funds advanced by Lender at Borrower's request and used in payment of all or a portion of the purchase price of the Property. This Mortgage Instrument does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Lender may elect to foreclose under either of the liens without waiving the other or may foreclose both. The deed wherein the vendor's line is retained is incorporated into this Mortgage.

8. GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition, to the extent Grantor is not the Borrower; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower), to the extent Grantor is not the Borrower.

9. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Mortgage.

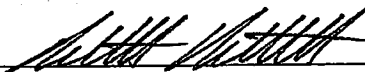
[Signatures to follow]

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IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Black Mountain Energy Storage II LLC, a Texas limited liability company

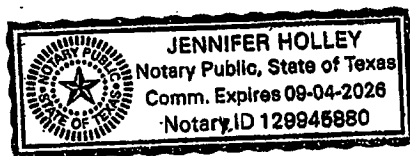
By: BMES II HOLDINGS LLC, a Delaware limited liability company, its sole managing member

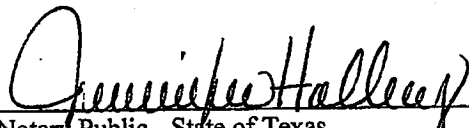
By: 
Rhett Bennett, Director

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Tarrant §

Subscribed and sworn to before me on the 1st day of April, 2026 by Rhett Bennett, acting in his capacity as Director of BMES II HOLDINGS LLC, a Delaware limited liability company, acting in its capacity as Sole Managing Member of Black Mountain Energy Storage II, LLC, a Texas limited liability company, on behalf of said entity.




Notary Public - State of Texas

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EXHIBIT A

The Land is described as follows:

For Tax Map ID(s): 1147

Tract 1:

The Northeast Quarter of the Southeast Quarter of the Southwest Quarter (NE/4 SE/4 SW/4); and the Northwest Quarter of the Southwest Quarter of the Southeast Quarter (NW/4 SW/4 SE/4) of Section Fifteen (15), Township Three (3) North, Range Thirteen (13) East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

For Tax Map ID(s): 1148

Tract 2:

The West Half of the Southeast Quarter of the Southwest Quarter (W/2 SE/4 SW/4); and the Southeast Quarter of the Southeast Quarter of the Southwest Quarter (SE/4 SE/4 SW/4); and the Southwest Quarter of the Southwest Quarter of the Southeast Quarter (SW/4 SW/4 SE/4); and the East Half of the Southwest Quarter of the Southeast Quarter (E/2 SW/4 SE/4); and the Southeast Quarter of the Southeast Quarter (SE/4 SE/4) of Section Fifteen (15), Township Three (3) North, Range Thirteen (13) East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma,

LESS AND EXCEPT:

All that tract or parcel of land being the N/2 SE/4 SE/4 of Section 15, Township 3 North, Range 13 East, Indian Meridian, Pittsburg County, Oklahoma, and being more fully described as follows: Commencing at a 3/8 inch rebar found being the SE Corner of said Section 15, Township 3 North, Range 13 East, thence running N 01°06'29" W, for a distance of 661.28 feet to a point on the east line of said Section 15, Township 3 North, Range 13 East, and the Point of Beginning; Thence leaving said section line and running S 88°50'04" W, for a distance of 1320.00 feet to a point; Thence running N 01°06'28" W, for a distance of 660.00 feet to a point; Thence running N 88°50'04" E, for a distance of 1320.00 feet to a point on the east line of said Section 15, Township 3 North, Range 13 East, said point being the NE Corner of SE Quarter of the SE Quarter of said Section 15, Township 3 North, Range 13 East; Thence running along the east line of said Section 15, Township 3 North, Range 13 East, S 01°06'28" E, for a distance of 660.00 feet to the Point of Beginning.

For Tax Map ID(s): 1187

Tract 3:

The Northeast Quarter (NE/4); and the Northwest Quarter (NW/4); and the West Half of the

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Northwest Quarter of the Southwest Quarter (W/2 NW/4 SW/4) of Section Twenty-one (21), Township Three (3) North, Range Thirteen (13) East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

For Tax Map ID(s): 1188

Tract 4:

The Northeast Quarter of the Southwest Quarter (NE/4 SW/4); and the Southeast Quarter (SE/4); and the South Half of the Southwest Quarter (S/2 SW/4); and the East Half of the Northwest Quarter of the Southwest Quarter (E/2 NW/4 SW/4) of Section Twenty-one (21), Township Three (3) North, Range Thirteen (13) East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

For Tax Map ID(s): 1189

Tract 5:

The Northeast Quarter (NE/4); and the West Half (W/2); and the West Half of the Southeast Quarter (W/2 SE/4); and the North Half of the Northeast Quarter of the Southeast Quarter (N/2 NE/4 SE/4) of Section Twenty-two (22), Township Three (3) North, Range Thirteen (13) East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

For Tax Map ID(s): 1280

Tract 6:

The Northwest Quarter (NW/4) of Section Twenty-seven (27), Township Three (3) North, Range Thirteen (13) East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

For Tax Map ID(s): 1290

Tract 7:

The North Half of the Northeast Quarter of the Northeast Quarter (N/2 NE/4 NE/4) of Section Twenty-eighty (28), Township Three (3) North, Range Thirteen (13) East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

For Tax Map ID(s): 1291

Tract 8:

The South Half of the Northeast Quarter of the Southeast Quarter (S/2 NE/4 SE/4); and the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE/4 NE/4 SE/4); and the South Half of the Northwest Quarter of the Southeast Quarter (S/2 NW/4 SE/4); and the North

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Half of the Southwest Quarter of the Southeast Quarter (N/2 SW/4 SE/4); and the Southeast Quarter of the Northeast Quarter of the Southwest Quarter (SE/4 NE/4 SW/4); and the South Half of the Northeast Quarter of the Northeast Quarter (S/2 NE/4 NE/4); and the Southeast Quarter of the Southeast Quarter (SE/4 SE/4); and the West Half of the Northeast Quarter (W/2 NE/4); and the North Half of the Southeast Quarter of the Northeast Quarter (N/2 SE/4 NE/4); and the Southeast Quarter of the Southeast Quarter of the Northeast Quarter (SE/4 SE/4 NE/4) of Section Twenty-eight (28), Township Three (3) North, Range Thirteen (13) East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

For Tax Map ID(s): 1292

Tract 9:

The Northwest Quarter (NW/4); and the West Half of the Southwest Quarter (W/2 SW/4); and the North Half of the Northeast Quarter of the Southwest Quarter (N/2 NE/4 SW/4); and the Southwest Quarter of the Northeast Quarter of the Southwest Quarter (SW/4 NE/4 SW/4); and the Southeast Quarter of the Southwest Quarter (SE/4 SW/4); and the North Half of the Northwest Quarter of the Southeast Quarter (N/2 NW/4 SE/4); and the Northwest Quarter of the Northeast Quarter of the Southeast Quarter (NW/4 NE/4 SE/4); and the South Half of the Southwest Quarter of the Southeast Quarter (S/2 SW/4 SE/4); and the Southwest Quarter of the Southeast Quarter of the Northeast Quarter (SW/4 SE/4 NE/4) of Section Twenty-eight (28), Township Three (3) North, Range Thirteen (13) East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

For Tax Map ID(s): 1293

Tract 10:

The East Half of the Northeast Quarter (E/2 NE/4); and the East Half of the West Half of the Northeast Quarter (E/2 W/2 NE/4); and the Northwest Quarter of the Southwest Quarter of the Northeast Quarter (NW/4 SW/4 NE/4); and the Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Three (3) North, Range Thirteen (13) East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

For Tax Map ID(s): 1319

Tract 11:

The West Half (W/2); and the Southeast Quarter (SE/4); and the West Half of the Southwest Quarter of the Northeast Quarter (W/2 SW/4 NE/4); and the South Half of the Northwest Quarter of the Northeast Quarter (S/2 NW/4 NE/4); and the Southwest Quarter of the Northeast Quarter of the Northeast Quarter (SW/4 NE/4 NE/4) of Section Thirty-two (32), Township Three (3) North, Range Thirteen (13) East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

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For Tax Map ID(s): 1322

Tract 12:

The North Half of the Northwest Quarter of the Northeast Quarter (N/2 NW/4 NE/4); and the Southwest Quarter of the Northwest Quarter of the Northeast Quarter (SW/4 NW/4 NE/4); and the Northeast Quarter of the Northwest Quarter (NE/4 NW/4); and the East Half of the Northwest Quarter of the Northwest Quarter (E/2 NW/4 NW/4); and the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE/4 SW/4 NW/4); and the Southwest Quarter of the Southwest Quarter of the Northwest Quarter (SW/4 SW/4 NW/4); and the Northwest Quarter of the Southeast Quarter of the Northwest Quarter (NW/4 SE/4 NW/4) of Section Thirty-three (33), Township Three (3) North, Range Thirteen (13) East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

The above twelve (12) separately described tracts being now described as-surveyed, as the following four (4) separate tracts:

Tract 1

BEING a tract out of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) and the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) and the South Half (S/2) of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of Section 15, Township 3 North, Range 13 East, all of Section 21, Township 3 North, Range 13 East, and the North Half (N/2) and the Southwest Quarter (SW/4) and the West Half (W/2) of the Southeast Quarter (SE/4) and the North Half (N/2) of the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of Section 22, Township 3 North, Range 13 East, and the East Half (E/2) of the Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) and the East Half (E/2) of the Northeast Quarter (NE/4) and the North Half (N/2) of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) and the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) and the Southwest Quarter (SW/4) and the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) and the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section 29, Township 3 North, Range 13 East, and all of Section 28, Township 3 North, Range 13 East, and the Northwest Quarter of Section 27, Township 3 North, Range 13 East, Indian Principal Meridian, Pittsburg County, Oklahoma, and said tract being further described by metes and bounds as follows:

BEGINNING at a 1/2 Inch Iron Rod found, same being the Northwest corner of said Section 21, and the common corner of Section 16, 17, and 20, Township 3 North, Range 13 East, and the Southwest corner of a 38.00 acre tract, as described in Volume 2381, Page 342, Deed Records of Pittsburg County, Oklahoma;

THENCE N. 89°16'31" E. 2654.92 feet with the North line of said Section 21 and the South line of said 38.00 acre tract to a Concrete Monument found, same being the North Quarter (1/4) corner of said Section 21;

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THENCE N. 88°52'58" E. 2670.49 feet continuing with the North line of said Section 21 to a 1/2 Inch Iron Rod with Cap marked "CA 8646" set, same being the Southwest corner of a 40.00 acre tract, as described in Volume 2633, Page 14, Deed Records of Pittsburg County, Oklahoma, and being the Northeast corner of said Section 21 and the common corner of said Sections 15, 16, and 22, Township 3 North, Range 13 East;

THENCE N. 88°58'34" E. 1314.07 feet with the North line of said Section 22 to a 1/2 Inch Iron Rod with Cap set, same being the Southeast corner of said 40.00 acre tract and being the Southwest corner of said Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of said Section 15;

THENCE N. 1°09'55" W. 1321.27 feet with the West line of said SE/4 of the SW/4 of said Section 15 to a 1/2 Inch Iron Rod with Cap set, same being the Northwest corner of said SE/4 of the SW/4 of said Section 15, and being the Northeast corner of said 40.00 acre tract;

THENCE N. 88°50'04" E. 660.00 feet with the North line of said SE/4 of the SW/4 of said Section 15 to a 1/2 Inch Iron Rod with Cap set, same being Northeast corner of the West Half (W/2) of said SE/4 of the SW/4 of said Section 15, and being the Northwest corner of a 20.00 acre tract, as described in Volume 798, Page 276, Deed Records of Pittsburg County, Oklahoma;

THENCE N. 88°50'04" E. 1320.20 feet with the North line of said 20.00 acre tract to a 1/2 Inch Iron Rod with Cap set, same being the Northeast corner of said 20.00 acre tract and the Northwest corner of the East Half (E/2) of said Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of said Section 15;

THENCE N. 88°50'09" E. 656.01 feet with the North line of said SW/4 of said SE/4 of said Section 15 to a 1/2 Inch Iron Rod with Cap set same being the Northeast corner of said SW/4 of the SE/4 of said Section 15;

THENCE S. 1°06'28" E. 660.00 feet with the East line of said NE/4 of the SW/4 of said SE/4 of said Section 15 to a 1/2 Inch Iron Rod with Cap set, same being the Southeast corner of said NE/4 of the SW/4 of said SE/4 of said Section 15;

THENCE N. 88°50'04" E. 1320.00 feet with the North line of said South Half (S/2) of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of said Section 15 to a 1/2 Inch Iron Rod with Cap set in the East line of said Section 15 and the West line of a 31.11 acre tract, as described in Volume 1638, Page 580, Deed Records of Pittsburg County, Oklahoma, same being the Northeast corner of said S/2 of the SE/4 of the SE/4 of said Section 15;

THENCE S. 1°06'28" E. 661.30 feet with the East line of said Section 15 to a 1/2 Inch Iron Rod with Cap set, same being the Southwest corner of said 31.11 acre tract and the Northwest corner of a 3.00 acre tract, as described in Volume 919, Page 580, Deed Records of Pittsburg County, Oklahoma and being the Southeast corner of said Section 15, and the common corner of said Section 22 and Sections 14 and 23, Township 3 North, Range 13 East;

THENCE S. 1°07'25" E. 3294.72 with the East line of said Section 22, the West line of said 3.00 acre tract, and the West lines of a 7.00 acre tract, as described in Volume 1925, Page 47, Deed Records of Pittsburg County, Oklahoma, and a 10.00 acre tract, as described in Volume 1803, Page 350, Deed Records of

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Pittsburg County, Oklahoma, and a 41.29 acre tract, as described in Volume 891, page 699, Deed Records of Pittsburg County, Oklahoma to a 1/2 Inch Iron Rod with Cap set, same being the Southwest corner of said 41.29 acre tract and the Northeast corner of a 40.00 acre tract, as described in Volume 1775, Page 577, Deed Records of Pittsburg County, Oklahoma, and the Southeast corner of said North Half (N/2) of the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of said Section 22;

THENCE S. 88°50'04" W. 1312.27 feet with the North line of said 40.00 acre tract to a 1/2 Inch Iron Rod with Cap set, same being the Northwest corner of said 40.00 acre tract and the Southwest corner of said (N/2) of the (NE/4) of the (SE/4) of said Section 22;

THENCE S. 1°09'59" E. 1996.98 feet with the West line of said 40.00 acre tract to a 1/2 Inch Iron Rod with Cap set in the South line of said Section 22, same being the Northeast corner of a 95.62 acre tract, as described in Volume 756, Page 228, Deed Records of Pittsburg County, Oklahoma, and the Southeast corner of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of said Section 22;

THENCE S. 88°43'29" W. 1326.45 feet with the North line of said 95.62 acre tract and the South line of said Section 22 to a Sandstone Monument found, same being the Northwest corner of said 95.62 acre tract and the Northeast corner of said Northwest Quarter (NW/4) of said Section 27;

THENCE S. 1°18'21" E. 2623.87 feet with the West line of said 95.62 acre tract to a 1/2 Inch Iron Rod with Cap set in the North line of a 150.38 acre tract, as described in Volume 931, Page 306, Deed Records of Pittsburg County, Oklahoma, same being the Southeast corner of said NW/4 of said Section 27;

THENCE S. 88°16'38" W. 2647.56 feet with the North line of said 150.38 acre tract to a Sandstone Monument found in the West line of said Section 27, same being the Northwest corner of said 150.38 acre tract and being the Southwest corner of said NW/4 of said Section 27;

THENCE S. 1°05'30" E. 2642.38 feet with the West line of said 150.38 acre tract and said Section 27 to a Sandstone Monument found, same being the Southwest corner of said Section 27 and the common corner of Sections 28, 33, and 34, Township 3 North, Range 13 East;

THENCE S. 88°50'04" W. 1309.18 feet with the South line of said Section 28 to a 1/2 Inch Iron Rod with Cap set in the South line of said Section 28, same being the Northwest corner of a 10.00 acre tract, as described in Volume 1617, Page 259, Deed Records of Pittsburg County, Oklahoma, and being the Southwest corner of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of said Section 28;

THENCE S. 89°04'36" W. 3999.45 feet continuing with the South line of said Section 28 to a 3/8 Inch Iron Rod found, same being the Northwest corner of a portion of 130.00 acre tract, as described in Volume 2393, Page 773, Deed Records of Pittsburg County, Oklahoma, and being the Northeast corner of a 110.00 acre tract, as described in Volume 1620, Page 306, Deed Records of Pittsburg County, Oklahoma, and being the Southwest corner of said Section 28 and the common corner of Sections 29, 32, and 33, Township 3 North, Range 13 East;

THENCE S. 88°31'57" W. 2640.18 feet with the North line of said 110.00 acre tract and the South line of said Section 29 to a 1/2 Inch Iron Rod with Cap set, same being the Northwest corner of said 110.00 acre

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tract, and the Southeast corner of a 110.00 acre tract, as described in Volume 2694, Page 664, Deed Records of Pittsburg County, Oklahoma, and being the Southwest corner of the Southeast Quarter (SE/4) of said Section 29;

THENCE N. 1°10'40" W. 688.54 feet with the East line of said 110.00 acre tract and the West line of said SE/4 of said Section 29 to a 1/2 Inch Iron Rod with Cap set, same being the Eastern most Northeast corner of said 110.00 acre tract, and being the Southeast corner of the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) said Section 29;

THENCE S. 88°50'04" W. 620.30 feet with the Northern most South line of said 110.00 acre tract to a 1/2 Inch Iron Rod with Cap set, same being the Southwest corner of said NE/4 of the SE/4 of the SW/4 of said Section 29;

THENCE N. 1°09'56" W. 1320.00 feet with the West line of said NE/4 of the SE/4 of the SW/4 of said Section 29 to a 1/2 Inch Iron Rod with Cap set, same being the Northwest corner of said Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of said Section 29;

THENCE N. 88°50'04" E. 660.00 feet with the North line of said SE/4 of the NE/4 of the SW/4 of said Section 29 to a 1/2 Inch Iron Rod set, same being the Northeast corner of said SE/4 of the NE/4 of the SW/4 of said Section 29;

THENCE N. 1°09'56" W. 664.03 feet to a 1/2 Inch Iron Rod with Cap set, same being the Northwest corner of the Southeast Quarter (SE/4) of said Section 29;

THENCE N. 88°50'04" E. 652.00 feet with the North line of said SE/4 of said Section 29 to a 1/2 Inch Iron Rod with Cap set, same being the Southeast corner of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of said Section 29;

THENCE N. 1°09'56" W. 655.97 feet to a 1/2 Inch Iron Rod with Cap set, same being the Northeast corner of said SW/4 of the SW/4 of the NE/4 of said Section 29;

THENCE S. 88°50'04" W. 660.00 feet to a 1/2 Inch Iron Rod with Cap set in the West line of said NE/4 of said Section 29, same being the Northwest corner of said SW/4 of the SW/4 of the NE/4 of said Section 29;

THENCE N. 1°09'56" W. 660.00 feet with the West line of said NE/4 of said Section 29 to a 1/2 Inch Iron Rod with Cap set, same being the Northwest corner of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of said Section 29;

THENCE N. 88°50'04" E. 660.00 feet with to a 1/2 Inch Iron Rod with Cap set, same being the Northeast corner of said NW/4 of the SW/4 of the NE/4 of said Section 29;

THENCE N. 1°09'50" W. 1305.88 feet to a 1/2 Inch Iron Rod with Cap set in the North line of said Section 29 and the South line of a 180.00 acre tract, as described in Volume 2241, Page 494, same being the

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Northwest corner of the East Half (E/2) of the Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) of said Section 29;

THENCE N. 88°22'44" E. 1949.85 feet with the North line of said Section 29, and the South line of said 180.00 acre tract to a 1/2 Inch Iron Rod with Cap set, same being the Southeast corner of said 180.00 acre tract and being the Northeast corner of said Section 29, and the common corner of said Sections 20, 21, and 28, Township 3 North, Range 13 East;

THENCE N. 1°10'51" W. 5299.30 feet with the West line of said Section 21 to the POINT OF BEGINNING and containing 2440.23 acres of land, more or less.

Tract 2

BEING a tract out of the West Half (W/2) and the Southeast Quarter (SE/4) and the South Half (S/2) of the Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) and the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) and the West Half (W/2) of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of Section 32, Township 3 North, Range 13 East, Indian Principal Meridian, Pittsburg County, Oklahoma, and said tract being further described by metes and bounds as follows:

BEGINNING at a Sandstone Monument found, same being the Southeast corner of a 40.00 acre tract, as described in Volume 2634, Page 106, Deed Records of Pittsburg County, Oklahoma, and being the Southwest corner of said Section 32 and the common corner of Section 31, Township 3 North, Range 13 East, and Sections 5 and 6, Township 2 North, Range 13 East;

THENCE N. 1°15'13" W. 5283.42 feet with the West line of said Section 32 and the East lines of said 40.00 acre tract, and a 110.00 acre tract, as described in Volume 2482, Page 97, Deed Records of Pittsburg County, Oklahoma, and a 150.00 acre tract, as described in Volume 2156, Page 174, Deed Records of Pittsburg County, Oklahoma, to a 1/2 Inch Iron Rod with Cap marked "CA 8646" set, and being the Northwest corner of said Section 32, and being the common corner of Sections 29, 30, and 31, Township 3 North, Range 13 East;

THENCE N. 88°31'57" E. 2644.44 feet with the North line of said Section 32 to a 1/2 Inch Iron Rod with Cap set, same being the Northern most Northwest corner of a 110.00 acre tract, as described in Volume 1620, Page 306, Deed Records of Pittsburg County, Oklahoma, and being the Northeast corner of the Northwest Quarter (NW/4) of said Section 32;

THENCE S. 1°08'18" E. 631.46 feet with the East line of said NW/4 of said Section 32 and the Western most line of said 110.00 acre tract to a 1/2 Inch Iron Rod with Cap set, same being the Southwest corner of the North Half (N/2) of the Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) of said Section 32;

THENCE N. 88°50'04" E. 2019.85 feet with the South line of said N/2 of said Section 32 to a 1/2 Inch Iron Rod with Cap set, same being the Northeast corner of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of said Section 32;

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THENCE S. 1°09'56" E. 660.00 feet to a 1/2 Inch Iron Rod with Cap set in the North line of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of said Section 32, same being the Southeast Corner of said SW/4 of the NE/4 of the NE/4 of said Section 32;

THENCE S. 88°50'04" W. 1320.00 feet with the North line of said SE/4 of the NE/4 and the North line of the Southwest Quarter (SW/4) of said Northeast Quarter (NE/4) of said Section 32 to a 1/2 Inch Iron Rod with Cap set, same being the Northwest corner of the East Half (E/2) of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of said Section 32;

THENCE S. 1°09'56" E. 1358.65 feet with the West line of said E/2 of the SW/4 of the NE/4 of said Section 32 to a 1/2 Inch Iron Rod with Cap set in the South line of said NE/4 of said Section 32, same being the Southwest corner of said 110.00 acre tract and being the Southwest corner of the E/2 of the SW/4 of the NE/4 of said Section 32;

THENCE N. 88°50'22" E. 1942.31 feet with the South line of said 110.00 acre tract to a Sandstone Monument found in the East line of said Section 32, same being the Southeast corner of said 110.00 acre tract, and the Southeast corner of said NE/4 of said Section 32;

THENCE S. 1°14'57" E. 2654.75 feet with the East line of said Section 32 to a 1/2 Inch Iron Rod found, same being the Southeast corner of said Section 32, and the common corner of Section 33, Township 3 North, Range 13 East, and Sections 4 and 5, Township 2 North, Range 13 East;

THENCE S. 88°55'04" W. 5282.01 feet with the South line of said Section 32 to the POINT OF BEGINNING and containing 534.22 acres of land, more or less.

Tract 3

BEING a tract out of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) and the East Half (E/2) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) and the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) and the Northwest Quarter (NW/4) of the Southeast Quarter (SE/4) of the Northwest Quarter (NW/4) and the West Half (W/2) of the Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) and the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) of Section 33, Township 3 North, Range 13 East, Indian Principal Meridian, Pittsburg County, Oklahoma, and said tract being further described by metes and bounds as follows:

COMMENCING at a Sandstone Monument found for the Northeast corner of said Section 33, same being the common corner of Sections 27, 28, and 32, Township 3 North, Range 13 East;

THENCE S. 88°50'04" W. 1309.18 feet with the North line of said Section 33 to a 1/2 Inch Iron Rod with Cap marked "CA 8646" set and the POINT OF BEGINNING, same being the Northwest corner of a 10.00 acre tract, as described in Volume 1617, Page 259, Deed Records of Pittsburg County, Oklahoma, and being the Northeast corner of the Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) of said Section 33;

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THENCE S. 1°09'56" E. 660.00 feet with the West line of said 10.00 acre tract to a 1/2 Inch Iron Rod with Cap set, same being the Northeast corner of the Southeast Quarter (SE/4) of said NW/4 of the NE/4 of said Section 33 and being the Southwest corner of said 10.00 acre tract;

THENCE S. 88°50'04" W. 660.00 feet to a 1/2 Inch Iron Rod with Cap set, same being the Northwest of said SE/4 of the NW/4 of the NE/4 of said Section 33;

THENCE S. 1°09'56" E. 660.00 feet to a 1/2 Inch Iron Rod with Cap set, same being the Southwest corner of said SE/4 of the NW/4 of the NE/4 of said Section 33;

THENCE S. 88°50'04" W. 1320.00 feet with the South line of said NW/4 of the NE/4 of said Section 33 and the North line of said Southeast Quarter (SE/4) of the Northwest Quarter (NW/4) of said Section 33 to a 1/2 Inch Iron Rod with Cap set, same being the Northeast corner of the Northwest Quarter (NW/4) of said SE/4 of the NW/4 of said Section 33;

THENCE S. 1°09'56" E. 660.00 feet to a 1/2 Inch Iron Rod with Cap set, same being the Southeast corner of said NW/4 of the SE/4 of the NW/4 of said Section 33;

THENCE S. 88°47'11" W. 1320.00 feet with the South line of said NW/4 of the SE/4 of the NW/4 and the South line of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of said NW/4 of said Section 33 to a 1/2 Inch Iron Rod with Cap set, same being the Southeast corner of a portion of 130.00 acre tract, as described in Volume 2393, Page 773, Deed Records of Pittsburg County, Oklahoma, and bring the Southwest corner of said NE/4 of the SW/4 of the NW/4 of said Section 33;

THENCE N. 1°09'56" W. 1995.05 feet with the East line of said portion of 130.00 acre tract to a 1/2 Inch Iron Rod with Cap set in the North line of said Section 33, from which the Northwest corner of said Section 33 bears S. 89°04'36" W. 699.42 feet;

THENCE N. 89°04'36" E. 3300.03 feet with the North line of said Section 33 to the POINT OF BEGINNING and containing 110.54 acres of land, more or less.

Tract 4

BEING a tract out of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of Section 33, Township 3 North, Range 13 East, Indian Principal Meridian, Pittsburg County, Oklahoma, and said tract being further described by metes and bounds as follows:

COMMENCING at a 5/8 Inch Iron Rod found, same being the Northwest corner of a portion of 130.00 acre tract, as described in Volume 2393, Page 773, Deed Records of Pittsburg County, Oklahoma, and being the Northwest corner of said Section 33, and the common corner of Sections 28, 29, and 32, Township 3 North, Range 13 East; THENCE S. 1°09'56" E. 1998.01 feet with the West line of said portion of 130.00 acre tract and said Section 33 to a 1/2 Inch Iron Rod with Cap set and the POINT OF BEGINNING, same being the Southwest corner of said portion of 130.00 acre tract and being the Northwest corner of said SW/4 of the SW/4 of the NW/4 of said Section 33;

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THENCE N. 88°50'04" E. 699.41 feet with the South line of said portion of 130.00 acre tract to a 1/2 Inch Iron Rod with Cap set, same being the Southeast corner of said portion of 130.00 acre tract and being the Northeast corner of said SW/4 of the SW/4 of the NW/4 of said Section 33;

THENCE S. 1°09'56" E. 666.18 feet to a 1/2 Inch Iron Rod with Cap set in the South line of said NW/4 of said Section 33, same being the Southeast corner of said SW/4 of the SW/4 of the NW/4 of said Section 33;

THENCE S. 88°49'59" W. 697.69 feet with the South line of said NW/4 of said Section 33 to a Sandstone Monument found in the West line of said Section 33, same being the Southwest corner of said NW/4 of said Section 33;

THENCE N. 1°18'48" W. 666.20 feet with the West line of said Section 33 to the POINT OF BEGINNING and containing 10.68 acres of land, more or less.