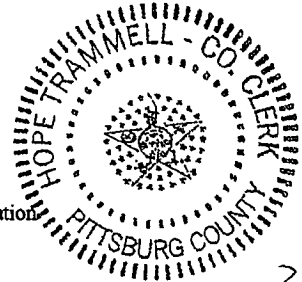


NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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mail

RECORDING REQUESTED BY: First Financial Bank, a Texas banking association
TITLE OF INSTRUMENT: ASSIGNMENT OF LEASES AND RENTS
NAME OF ASSIGNOR: Black Mountain Energy Storage II LLC, a Texas limited liability company
NAME OF ASSIGNEE: First Financial Bank, a Texas banking association

Real Property: Legal Description attached as Exhibit A to this document, immediately following signature page.

WHEN RECORDED, RETURN OR MAIL TO:

First Financial Bank
1000 Forest Park Blvd
Fort Worth, Texas 76011

Chicago Title Oklahoma
210 Park Ave, Ste 210
Oklahoma Tower
Oklahoma City, OK 73102
File #: 710702501299

Chicago Title Oklahoma
210 Park Ave, Ste 210
Oklahoma Tower
Oklahoma City, OK 73102
File #: 1107025012991

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FNTG GF# 9001222502202

ASSIGNMENT OF LEASES AND RENTS

Date: April 1, 2026

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

Borrower's Notice Address: 425 Houston Street, Ste 400, Fort Worth, Texas 76102-7437

Lender: First Financial Bank, a Texas banking association

Lender's Notice Address: PO Box 2559
Abilene, Texas 79604

Note: The certain Promissory Note from Borrower to Lender in the Note Amount, of even date herewith, and all replacements, substitutions, modifications, renewals and extensions thereof.

Note Amount: \$6,000,000.00

Mortgage: The certain Mortgage Instrument encumbering the Property, of even date herewith, and all modifications or amendments thereto or extensions thereof.

State: Oklahoma

1. DEFINITION OF TERMS. As used herein, the terms defined above and in the Mortgage shall have the meanings given above and in the Mortgage, respectively, and the following terms shall have the following meanings:

- 1.1 Event of Default:** as defined in Paragraph 5.1.
- 1.2 In its sole unfettered discretion:** as defined in Paragraph 7.7.
- 1.3 Lease Assignment:** this Assignment of Leases and Rents and all modifications or amendments thereto and extensions thereof.
- 1.4 Leases:** all leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to all or any portion of the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof.
- 1.5 Permitted Leases:** any Leases now existing or hereafter entered into that have been approved in writing by Lender for leasable space in the Property.
- 1.6 Rents:** all rents, royalties, issues, profits, revenues, income and other benefits of the Property arising at any time (including, without limitation, after the filing of any petition under any present or future Federal or State bankruptcy or similar law) from the use or enjoyment thereof or from the Leases, including, without limitation, cash, letters of credit or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether said cash, letters of credit or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due, additional, percentage, participation and other rentals, fees and deposits.

Those capitalized terms which are not defined in this Lease Agreement shall have the meaning ascribed to such terms in the Mortgage.

2. GRANTING CLAUSES. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and/or Pledgor/Assignor hereby irrevocably GRANTS, BARGAINS, TRANSFERS, ASSIGNS, MORTGAGES, BARGAINS, SELLS, CONVEYS and SETS OVER to Lender all of Borrower's and/or Pledgor/Assignor's estate, right, title and interest in, to and under, and grants a first and prior security interest in, the Leases, whether now owned or held or hereafter acquired or owned by Borrower and/or Pledgor/Assignor, FOR THE PURPOSE OF SECURING THE

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FOLLOWING OBLIGATIONS OF BORROWER TO LENDER ("Obligations"), in such order of priority as Lender may elect:

- (a) payment of the Secured Debt;
- (b) payment of such additional sums with interest thereon which may hereafter be loaned to Borrower by Lender, even if the sum of the amounts outstanding at any time exceeds the Note Amount; and
- (c) due, prompt and complete observance, performance, fulfillment and discharge of each and every obligation, covenant, condition, warranty, agreement and representation contained in the Loan Documents.

The grant of a security interest under this Lease Assignment is made in accordance with the laws of Oklahoma. If Borrower's loan does not constitute a consumer loan as defined in 14A O.S. Section 3-104 and is not made primarily for an agricultural purpose as defined in 14A O.S. Section 1-301(4) to a natural person or to a farm or ranching business corporation as defined in 18 O.S. Section 951, Grantor hereby grants to Lender as additional security for the indebtedness secured by that certain Mortgage and empowers Lender to collect all Rents (as defined above) from the Property.

This grant is known as an "Assignment of Rents," but is sometimes technically denominated as a pledge since the assignment is conditional and not absolute. This Assignment of Rents is conditioned upon the occurrence of an Event of Default under that certain Mortgage and becomes effective thereafter, whether or not proceedings have been instituted to foreclose that certain Mortgage by judicial foreclosure or power of sale upon the earliest of:

- (i) Lender taking possession of the Property, and Grantor agrees that upon default Lender or its agent shall have the right to take possession of the Property, collect the Rents, and apply the proceeds to the Indebtedness;
- (ii) the appointment of a receiver for the Property, and Grantor recognizes that upon the occurrence of an Event of Default under that certain Mortgage, a court may grant specific performance of Grantor's agreement that Lender will have the right to take possession of the Property by appointment of a receiver in accordance with 12 O.S. Section 1551 (Sixth), which authorizes appointment in all other cases where receivers have been appointed by the usages of the courts of equity, and may also appoint a receiver upon the other grounds for appointment of a receiver set forth in 12 O.S. Section 1551 (Second); or
- (iii) Lender giving Grantor and any lessees of the Property written notice to pay Rents due after a specified date to Lender, and Grantor recognizes that consistent with 46 O.S. Section 4 when the Lender receives Rents after written notice and does not also enter into physical possession of the Property and exercise exclusive operating control, Lender shall not be deemed to be a "mortgagee in possession," but will account to Grantor regarding Rents actually collected.

Grantor also recognizes that Lender may as part of this Assignment of Rents extend or renew or enter into new leases for periods and payments consistent with the terms and payments customary for leases of the Property. If Lender sends written notice to a lessee obligated to pay under any lease on the Property requesting lessee to direct all Rents payable under the lease to Lender, this Assignment of Rents, when it is effective, shall transfer to Lender the lessee's obligation to pay Grantor the Rents, and Grantor and all lessees agree that no modification or termination or renewal of a lease prior to or subsequent to that time or advance payment and collection of Rents will be effective against Lender unless Lender consents in writing. If any lessee obligated to pay Lender does not do so, Lender shall have available all remedies to collect the Rents, including without limitation those available to a lessor upon a lessee's failure to perform under a lease. If Grantor occupies the Property, Grantor also agrees to pay to Lender a reasonable rental for the use and occupancy of the Property if after default Lender makes a demand for such payment in writing.

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Grantor agrees that this Assignment of Rents will be considered as separate and independent from the Mortgage to the extent that the Assignment of Rents shall continue in effect in favor of this purchaser of the Property upon foreclosure with respect to leases that are not terminated by foreclosure or, at the election of Lender made known before any sale upon foreclosure is concluded, shall continue in effect in favor of Lender with respect to leases that are not terminated by foreclosure until any deficiency owed Lender after foreclosure is satisfied by payments under the leases, at which time further due payments shall accrue to the purchaser of the Property or to the purchaser's assigns.

3. **REPRESENTATIONS AND WARRANTIES.** Borrower hereby represents and warrants to Lender that the following are true, correct and complete as of the date of this Lease Assignment.

3.1 **Ownership of Leases.** Borrower is the sole owner of the entire landlord's interest in all of the presently existing Leases. Neither the Leases nor any interest therein have been assigned to any person or entity (other than Lender). No Lease or option or commitment to lease affecting the Property presently exists, except as set forth in the rent roll delivered to Lender on or before the date in connection with this Lease Assignment.

(a) **Status of Leases.** The rent roll delivered to Lender is true, correct and complete in all material respects and except as set forth therein: each of the Leases is valid and enforceable and has not been altered, modified, amended, or extended;

(b) there exist no uncured defaults by Borrower under any of the Leases and to the best knowledge and belief of Borrower, after due investigation and inquiry, there exist no uncured defaults by any tenant under any of the Leases and no tenant has any claim, offset or defense to payment of rent under the Leases;

(c) none of the Rents have been assigned;

(d) none of the Rents have been collected more than thirty (30) days in advance; and

(e) no rental concession or period of rent-free occupancy has been given to any tenant under any Lease for any period subsequent to the effective date of this Lease Assignment.

3.2 **Status of Major Tenants.** To the Borrower's current actual knowledge and belief, no tenant leasing a material portion of the Improvements has suffered or incurred any material, adverse change in its finances, business, operations, affairs or prospects since the date of the Commitment.

3.3 **Contamination.** To the Borrower's current actual knowledge and belief, after due investigation and inquiry:

(a) none of the tenants under any of the Leases nor any prior tenants use or operate or have used or operated the Property in a manner which resulted or will result in Contamination;

(b) each tenant's use and operation of the Property is in compliance with all Laws including without limitation all Federal, state and municipal laws pertaining to health or the environment; and

(c) there are no Environmental Actions or Claims pending or threatened against any tenant, or the Property.

4. **COVENANTS.**

4.1 **Leases.** Borrower shall:

(a) observe and perform all the obligations imposed upon the landlord under the Leases;

(b) not do or permit to be done anything to impair the security of Lender under this Lease Assignment or its interest as landlord under the Leases;

(c) not collect any of the Rents more than thirty (30) days in advance of the time when the

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same become due;

(d) not execute, without Lender's prior written consent: (i) any other assignment of the landlord's interest in the Leases, or (ii) any Leases (other than Permitted Leases);

(e) deliver to Lender a true and complete copy of any Lease, including Permitted Leases, promptly after execution by Borrower;

(f) not subordinate the Leases to any mortgage or other encumbrance or permit, consent or agree to any such subordination without Lender's prior written consent;

(g) not alter, modify or change the terms of any of the Leases without Lender's prior written consent;

(h) not give any consent or exercise any option required or permitted by the Leases (other than options or rights contained in the Permitted Leases, including those to extend the term) without Lender's prior written consent;

(i) not cancel or terminate any of the Leases or accept a surrender thereof or convey, transfer, suffer or permit a conveyance or transfer of, the Property demised thereby or of any interest therein so as to effect directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of, the obligations of the tenant thereunder;

(j) not alter, modify or change the terms of any guarantee of any of the Leases or cancel or terminate any such guarantee without Lender's prior written consent; and

(k) not consent to any assignment of any Lease, whether or not in accordance with its terms, without Lender's prior written consent, unless the tenant thereunder remains liable thereafter for all obligations under such Lease.

Any exercise by Lender of its discretion in connection with a request for its consent under this Paragraph 4.1 shall be based on its reasonable evaluation of the requested matter. Lender shall respond to a request for its consent within a reasonable time.

4.2 Contamination. Borrower shall not permit any tenant to use or operate the Property in a manner which will result in Contamination and Borrower shall take all steps reasonably necessary under the circumstances including, without limitation, periodic inspections and assessments of the Property demised under the Leases to determine whether any tenant's use or operation of the Property has resulted in Contamination.

4.3 Estoppel Certificates. Whenever reasonably requested by Lender, Borrower shall execute and deliver and shall use reasonable efforts to cause any tenant to execute and deliver to or at the direction of Lender, and without charge to Lender, written certifications to confirm the current status of the Lease, use and occupancy of the Property demised to the tenant, condition of the tenant and of the Property, the tenant's right to extend the Lease or purchase the Property and any other information Lender may reasonably require, subject to the provisions of the Permitted Leases.

4.4 Further Assurances. Borrower shall:

(a) notify tenants under existing and future Leases of Lender's interest as assignee of the landlord's interest thereunder, which notification, unless otherwise directed by Lender, shall be accomplished by the recording of this Lease Assignment; and

(b) at Lender's request, specifically assign and transfer to Lender any particular Lease and execute and deliver such further instruments to accomplish the purposes of this Lease Assignment as Lender shall from time to time reasonably require.

5. DEFAULTS; REMEDIES OF LENDER.

5.1 Events of Default. Any of the following shall constitute an "Event of Default" hereunder:

(a) **Mortgage.** The occurrence of an Event of Default under the Mortgage; and

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(b) *Breach of Covenant.* Any breach by Borrower of any other covenant, agreement, condition, term or provision of any of the Loan Documents or any certificate or side letter delivered in connection with the Loan Documents, that continues for thirty (30) days after written notice thereof by Lender to Borrower; provided, however, that if the nature of Borrower's breach is such that more than thirty (30) days is reasonably required to cure the same, then Borrower shall not be deemed to be in default if Borrower commences such cure as promptly as reasonably possible within such initial thirty (30) day period, and, in Lender's sole judgment diligently prosecutes such cure to completion, and such cure is completed within an additional thirty (30) day period.

5.2 *Remedies.* In case of an Event of Default, Lender may, at any time thereafter, at its option, without notice, and without bringing any legal action or proceeding unless expressly required by law, exercise any or all of the following remedies:

(a) *Possession of Property.* Take physical possession of the Property and of all books, records, documents and accounts relating thereto and exercise, without interference from Borrower, any and all rights which Borrower has with respect to the Property, including, without limitation, the right, at Borrower's expense, to rent and lease the Property, to hire a professional property manager for the Property, to Clean-Up any Contamination and to make from time to time all alterations, renovations, repairs and replacements to the Property as may seem proper to Lender. If necessary to obtain possession as provided for above, Lender may, without liability to Borrower or other persons, invoke any and all legal remedies to dispossess Borrower, including, without limitation, one or more actions for forcible entry and detainer, trespass and restitution.

(b) *Collection of Rents.* Either with or without taking possession of the Property, through a receiver or otherwise, in its own name or otherwise, collect the Rents (including, without limitation, those past due and unpaid). Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

(c) *Payments.* Without releasing Borrower from any obligation hereunder or under the Loan Documents, cure any Event of Default. In connection therewith, Lender may enter upon the Property and do such acts and things as Lender deems necessary or desirable to protect the Property or Leases, including, without limitation: (i) prosecuting or defending any legal action affecting any Lease; (ii) making, enforcing, modifying and accepting surrender of any Lease; (iii) obtaining and evicting tenants; (iv) fixing or modifying Rents; (v) making alterations, renovations, repairs and replacements to the Property; and (vi) otherwise doing any act which Lender deems proper to protect the Property and/or its interest under this Lease Assignment.

(d) *Enforcement Rights.* Exercise any rights or remedies available to Lender under applicable Oklahoma law.

(e) *Other.* Take such other actions or commence such other proceedings as Lender deems necessary or advisable to protect its interest in the Property and the leases and its ability to collect the Secured Debt as are available under Laws.

Any sums advanced by Lender under this Paragraph 5.2 shall bear interest at the lesser of (a) the Default Rate specified in the Note, or (b) the maximum non-usurious interest rate permitted by applicable law and shall be payable by Borrower on demand. Such sums, together with such interest, shall constitute a part of the Secured Debt.

1.1 *Applcttcon of Proceeds.* All sums realized by Lender under Paragraph 5, less all costs and expenses incurred by Lender under Paragraph 5, including, without limitation, reasonable attorneys' fees and disbursements, property management fees, costs of title commitments, inspections, environmental site assessments and testing, engineering reports, alterations, renovations, repairs and replacements made or authorized by Lender and all expenses incident to Lender taking possession of the Property, and such sums

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as Lender deems appropriate as a reserve to meet future expenses of the Property, shall be applied to the Secured Debt in such order as Lender shall determine. Thereafter, any balance shall be paid to the person or persons legally entitled thereto.

1.2 General Provisions.

(a) *Multiple Exercise of Remedies.* Lender may exercise its remedies under this Paragraph 5 several times (in case of several Events of Default) without exhausting Lender's right to such remedies for any unsatisfied part of the Secured Debt and without exhausting the power to exercise such remedy for any other part of the Secured Debt, whether matured at the time or subsequently maturing.

(b) *Cumulative Remedies.* All of the rights, remedies and options set forth in this Paragraph 5 or otherwise available at law or in equity are cumulative and may be exercised without regard to the adequacy of, or exclusion of, any other right, remedy, option or security held by Lender.

(c) *Right to Terminate Proceedings.* Lender may, at any time before conclusion of any proceeding or other action brought in connection with its exercise of the remedies provided for in this Paragraph 5, terminate, without prejudice to Lender, such proceedings or actions.

(d) *No Waiver or Release.* Lender may resort to any remedies and the security given by the Loan Documents in whole or in part, and in such portions and in such order as may seem best to Lender in its sole unfettered discretion, and any such action shall not in any way be considered as a waiver of any of the rights, benefits or remedies evidenced by the Loan Documents. The failure of Lender to exercise any right, remedy or option provided for in the Loan Documents shall not be deemed to be a waiver of any of the covenants or obligations secured by the Loan Documents. No sale of all or any of the Property, no forbearance on the part of Lender and no extension of the time for the payment of the whole or any part of the Secured Debt or any other indulgence given by Lender to Borrower or any other person or entity, shall operate to release or in any manner affect Lender's interest in the Property or the liability of Borrower to pay the Secured Debt.

(e) **WAIVER OF JURY TRIAL. BORROWER AND LENDER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, ON OR IN RESPECT OF ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE ASSIGNMENT OR ANY OF THE OTHER LOAN DOCUMENTS, OR THE RELATIONSHIP OF BORROWER AND LENDER HEREUNDER OR THEREUNDER.**

1.3 *Limitation on Lender's Liability.* Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to lease the Property after an Event of Default or from any other act or omission of Lender in managing the Property after an Event of Default unless such loss is caused by the gross negligence or willful misconduct or bad faith of Lender. Prior to taking possession of the Property, Lender shall not be obligated to perform or discharge nor does Lender hereby undertake to perform or discharge, any obligation, duty or liability under the Leases. WITHOUT LIMITATION, THE FOREGOING EXCULPATIONS AND RELEASES SHALL APPLY TO LENDER WITH RESPECT TO LOSSES WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE SOLE, CONCURRENT OR COMPARATIVE NEGLIGENCE OR THE STRICT LIABILITY OF LENDER.

This Lease Assignment shall not operate to make Lender a mortgagee in possession or place responsibility for the control, care, management, repair or Clean-Up of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death of any tenant, licensee, employee or stranger.

1.4 *Indemnification.* If any claim against Lender is made in connection with any Lease, the Property or this Lease Assignment, Borrower shall indemnify, defend and hold harmless Lender, its agents, employees and contractors, from and against, and upon demand, reimburse Lender for all claims, demands, liabilities, losses, damages, judgments, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, which may be imposed upon, asserted against or incurred or paid by Lender by reason of, on account of or in connection with any Lease, the Property or this Lease Assignment, unless the claim was directly caused by the gross negligence or intentional misconduct of Lender. If Lender commences litigation against Borrower to enforce any of its rights hereunder or to

recover any of the Secured Debt, Lender may employ an attorney or attorneys and, in such event, Borrower shall pay Lender in connection therewith, whether or not litigation is actually filed or prosecuted to judgment, all reasonable fees and expenses of such attorneys. Borrower shall timely appear in and vigorously contest any action or proceeding purporting to affect the security hereof or the rights or powers of Lender hereunder, and Borrower shall pay all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, in any similar action or proceeding in which Lender may appear. At Borrower's sole cost and expense, Borrower shall timely appear in and vigorously defend or prosecute, as the case may be, any litigation arising from or in connection with any Lease. **WITHOUT LIMITATION, THE FOREGOING INDEMNITY SHALL APPLY TO LENDER WITH RESPECT TO LOSSES WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE SOLE, CONCURRENT OR COMPARATIVE NEGLIGENCE OR THE STRICT LIABILITY OF LENDER.**

2. NOTICE TO PAY RENTS OTHER THAN TO LANDLORD.

2.1 Notwithstanding any other provision of this Lease Assignment, Borrower may only collect such Rents on behalf of Borrower until the giving by Lender of notice to Borrower to pay Rents to Lender or the receipt of a Notice to pay rents other than to landlord ("NPROL") by any or all tenants of the Property from Lender. The term "Notice" includes a NPROL and any other notice required or permitted to be sent to the tenants of the Property. To the extent the Note, Mortgage or any other document evidencing the Obligation contains any notice or cure periods, the date enforcement begins, as determined under Oklahoma law, shall not be affected, extended, or otherwise modified by reason of such periods. In the event any provision in this Lease Assignment conflicts with the provisions in this Paragraph 6.1 as permitted under applicable Oklahoma law, the provisions of this Paragraph 6.1 shall control. Upon the giving of such Notice by Lender:

- (a) Borrower shall pay to Lender all Rents to which Lender is entitled under this Lease Assignment, the Mortgage or any other document securing payment of the Note, without any deduction, set-off, or other reduction of any kind.
- (b) Each tenant under the Leases is hereby authorized and directed to pay directly to Lender all Rents thereafter accruing.
- (c) The unconditional payment to and receipt of Rent by Lender as provided herein shall be a release of such tenant to the extent of all amounts so paid.

2.2 Receipt by a tenant under a Lease of a NPROL from Lender shall be sufficient authorization for such tenant to make all future payments of Rents directly to Lender and each such tenant shall be entitled to rely on such Notice and shall have no liability to Borrower for any Rents paid to Lender after receipt of such Notice. Notwithstanding anything to the contrary in this Lease Assignment or the other Loan Documents, Rents received by Lender after giving a Notice for any period prior to foreclosure under the Mortgage or acceptance of a deed in lieu of such foreclosure shall be applied by Lender to the payment (in such order as Lender shall determine) of:

- (a) The Obligations in such order as Lender in its sole discretion may determine;
- (b) To the extent approved in writing by Lender but not otherwise, all bona fide expenses of managing the Property, including but not limited to the salaries, fees and wages of a managing agent and such other employees as Lender may deem necessary or desirable in the operation of the property; all expenses of operating and maintaining the Property, including but not limited to all ad valorem taxes, assessments, charges, claims, utility costs and premiums for insurance, and the cost of all alterations, renovations, repairs or replacements reasonably required for the operation of the Property; all expenses incident to taking and retaining possession of the Property or collecting the Rents due and payable under the Leases. Provided, Lender shall not be obligated to apply Rents received by Lender to payment of the expenses of operating or maintaining the Property and shall have no liability for its failure or refusal to do so. If Lender shall, at its discretion, pay any such expense, such payment shall not be deemed or construed as a waiver of the preceding sentence or applicable Oklahoma law.

2.3 The provisions of this Paragraph for Notice to tenants under the Leases are intended solely for the benefit of Lender and each such tenant and shall never inure to the benefit of Borrower or any person claiming by, through or under Borrower (other than a tenant under a Lease).

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2.4 In no event will this Lease Assignment reduce the Obligations, except to the extent, if any, that Rents are actually received by Lender and applied (after said receipt) to the Obligations. Without impairing its right hereunder, Lender may, at its option, at any time and from time to time, release to Borrower Rents so received by Lender or any part thereof. As between Borrower and Lender, and any person claiming by, through or under Borrower, this Lease Assignment is intended to be the grant of a presently effective first priority lien and security interest in the Rents and Leases.

3. GENERAL.

3.1 *Lender's Right to Waive, Consent or Release.* Lender may at any time and from time to time, in writing: (a) waive compliance by Borrower with any covenant herein made by Borrower to the extent and in the manner specified in such writing; or (b) consent to Borrower doing any act which Borrower is prohibited hereunder from doing, or consent to Borrower's failing to do any act which Borrower is required hereunder to do, to the extent and in the manner specified in such writing. No such act shall in any way impair the rights hereunder of Lender, except to the extent specifically agreed to by Lender in such writing.

3.2 *No Impairment.* The interests and rights of Lender under this Lease Assignment shall not be impaired by any indulgence, including, without limitation: (a) any renewal, extension or modification which Lender may grant with respect to any of the Secured Debt; (b) any surrender, compromise, release, renewal, extension, exchange or substitution which Lender may grant in respect of the Property or any interest therein; or (c) any release or indulgence granted to any maker, endorser, guarantor or surety of any of the Secured Debt.

3.3 *Amendments.* This Lease Assignment may not be waived, changed or discharged orally, but only by an agreement in writing signed by Lender, and any oral waiver, change or discharge of any provision of this Lease Assignment shall be without authority and of no force and effect. Any waiver, change or discharge shall be effective only in the specific instances and for the purposes for which given and to the extent therein specified.

3.4 *Notices.* Any notice, request, demand or other communication required or permitted under this Lease Assignment (unless otherwise expressly provided therein) shall be given in writing by delivering the same in person to the intended addressee, by overnight courier service with guaranteed next day delivery or by certified United States Mail, postage prepaid sent to the intended addressee at the applicable Notice Address or to such different address as either Borrower or Lender shall have designated by written notice to the other sent in accordance herewith. Such notices shall be deemed given when received or, if earlier, in the case of delivery by courier service with guaranteed next day delivery, the next day or in the case of delivery by certified United States Mail, two (2) days after deposit therein. No notice to or demand on Borrower in any case shall of itself entitle Borrower to any other or further notice of demand in similar or other circumstances.

3.5 *Successors and Assigns.* The terms, provisions, covenants and conditions of this Lease Assignment shall be binding upon Borrower, and any permitted successors and assigns of Borrower, and shall inure to the benefit of Lender and its successors, substitutes and assigns and shall constitute covenants running with the Land. All references in this Lease Assignment to Borrower or Lender shall be deemed to include all such successors, substitutes and assigns.

If ownership of the Property or any portion thereof becomes vested in a person other than Borrower, Lender may, without notice to Borrower, whether or not Lender has given written consent to such change in ownership, deal with such successor or successors in interest with reference to this Lease Assignment in the same manner as with Borrower, without in any way vitiating or discharging Lender's remedies under or Borrower's liability under this Lease Assignment.

3.6 *Severability.* A determination that any provision of this Lease Assignment is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Lease Assignment to any person or circumstances is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

3.7 *Gender and Construction.* Within this Lease Assignment, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. References in this Lease Assignment

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to "herein," "hereunder" or "hereby" shall refer to this entire Lease Assignment, unless the context otherwise requires. When the phrase "in its sole unfettered discretion" is used in this Lease Assignment with respect to Lender, it shall permit Lender to evaluate such criteria (without allowance for reasonableness) as it chooses in approving or disapproving the requested or pending action. To the extent the terms of this Lease Assignment and the other Loan Documents are inconsistent or conflict, the terms of this Lease Assignment shall control and such documents shall be read together in order to provide Lender the broadest range of remedies available to it.

3.8 *Joint and Several Liability.* If Borrower is composed of more than one (1) party, the obligations, covenants, agreements, representations and warranties contained in this Lease Assignment, as well as the obligations arising hereunder, are and shall be joint and several as to each such party.

3.9 *Modifications.* References to any of the Loan Documents in this Lease Assignment shall be deemed to include all amendments, modifications, extensions and renewals thereof.

3.10 *Governing Law.* This Lease Assignment shall be construed in accordance with and governed by the laws of the State of Oklahoma, excluding any choice of law rules that may direct the application of the laws of another jurisdiction. Provided, however, that to the extent this Lease Assignment is executed in the State of Texas, applicable procedural or ministerial requirements of Texas law relating to execution may apply. This Lease Assignment shall be governed by applicable Oklahoma law. In the event any provision of this Lease Assignment is prohibited by applicable Oklahoma law, such law shall control.

3.11 *Captions.* All paragraph and subparagraph captions are for convenience of reference only and shall not affect the construction of any provision herein.

3.12 *Other Security.* Lender may take or release other security for payment of the Secured Debt and may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of the Secured Debt without prejudice to any of its rights under this Lease Assignment.

3.13 [Reserved]

3.14 [Reserved]

3.15 *Time of the Essence.* Time is of the essence of each and every performance obligation of Borrower under this Lease Assignment or any of the other Loan Documents.

3.16 *Acknowledgment of Receipt.* Borrower hereby acknowledges receipt, without charge, of a true and complete copy of this Lease Assignment.

3.17 *Exhibits.* The Exhibits referred to in this Lease Assignment are hereby incorporated by reference herein.

3.18 *Limitation on Interest.* The invalidity, or unenforceability in particular circumstances, of any provision of this Lease Assignment shall not extend beyond such provision or such circumstances and no other provision of this instrument shall be affected thereby. As used herein, the term "Maximum Legal Rate of Interest" shall mean and refer to the maximum rate of non-usurious interest, if any, that Lender may from time to time charge Borrower and in regard to which Borrower would be prevented successfully from raising the claim or defense of usury under applicable law as now, or to the extent permitted by law, as may hereafter be, in effect (said law permitting the highest rate being herein referred to as the "Interest Law"). Unless changed in accordance with law, the applicable rate ceiling under Oklahoma law shall be the indicated (weekly) rate ceiling, from time to time in effect, as permitted under Oklahoma law. It is the intention of Borrower and Lender to conform strictly to the Interest Law applicable to this loan transaction. Accordingly, it is agreed that notwithstanding any provision to the contrary in this Lease Assignment, the Note or in any of the documents securing payment of the Note or otherwise relating thereto, the aggregate of all interest and any other charges or consideration constituting interest under applicable Interest Law that is taken, reserved, contracted for, charged or received under this Lease Assignment, or under any of the other aforesaid agreements or otherwise in connection with this loan transaction shall under no circumstances exceed the maximum amount of interest allowed by the Interest Law applicable to this loan transaction. If any excess of interest in such respect is provided for, or shall be adjudicated to be so provided for, in this Lease Assignment, in the Note or in any of the documents securing payment of the Note or otherwise relating thereto, then in such event (a) the provisions of this paragraph shall govern and control,

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(b) neither Borrower nor Borrower's heirs, legal representatives, successors or assigns or any other party liable for the payment of the Note shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount of interest allowed by the Interest Law applicable to this loan transaction, (c) any excess shall be deemed a mistake and cancelled automatically and, if theretofore paid, shall be credited on the Note by Lender (or if the Note shall have been paid in full, refunded to Borrower) and (d) the effective rate of interest shall be automatically subject to reduction to the Maximum Legal Rate of Interest allowed under such Interest Law as now or hereafter construed by courts of appropriate jurisdiction. The foregoing specifically includes, but is not limited to, prepayment premiums which may become due in the event of an acceleration of maturity under this Lease Assignment or the Note. All sums paid or agreed to be paid Lender for the use, forbearance or detention of the indebtedness secured hereby shall, to the extent permitted by the Interest Law applicable to this loan transaction, be amortized, prorated, allocated and spread throughout the full term of the Note. In no event shall the provisions any laws regulating revolving credit or similar consumer credit accounts that are inapplicable to this loan transaction under Oklahoma law apply to the loan evidenced by the Note.

3.19 Integration. This Lease Assignment and the other Transaction Documents (as defined in the Note) constitute the entire agreement of the parties with respect to the transactions that form the subject matter thereof, and there are no other agreements, express or implied, with respect to such transactions. Any and all prior or contemporaneous commitments, term sheets, negotiations, agreements or representations have been merged into the Transaction Documents and are hereby superseded.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, Borrower has executed this Assignment of Leases and Rents, or has caused this Assignment of Leases and Rents to be executed by its duly authorized officers/partners/members/managers, on this the day and year first above written.

BORROWER:

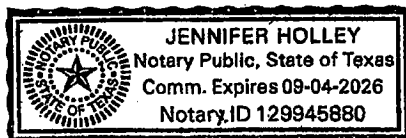
Black Mountain Energy Storage II LLC, a Texas limited liability company
By: BMES II HOLDINGS LLC, a Delaware limited liability company, its sole managing member

By: [Signature]
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.



[Signature]
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 Half of the Southwest Quarter of the Southeast Quarter (N/2 SW/4 SE/4); and the Southeast

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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.

For Tax Map ID(s): 1322

Tract 12:

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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;

THENCE N. 88°52'58" E. 2670.49 feet continuing with the North line of said Section 21 to a 1/2

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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;

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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 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;

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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 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;

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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 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"

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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;

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.

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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;

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,

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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;

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.