

1-2025-004120 Book 2768 Pg 790
05/28/2025 2:35pm Pg 0790-0794
Fee: \$75.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

This MEMORANDUM OF PURCHASE AND SALE AGREEMENT (this "Memorandum") is dated and made as of November 26, 2024, by and between **BLACK MOUNTAIN ENERGY STORAGE II, LLC**, a Texas limited liability company or its assigns ("**Purchaser**"), and James Weaver, as Trustee of the **JAMES WEAVER REVOCABLE TRUST** ("**Seller**").

WHEREAS:

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

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

Chicago Title Oklahoma
210 Park Ave, Ste 210
Oklahoma Tower
Oklahoma City, OK 73102
File #: 710702401024

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

SELLER:

JAMES WEAVER REVOCABLE LIVING TRUST

I-2026-003637 Book 2766 Pg 243
05/12/2025 1:25pm Pg 0242-0246
Fee: \$75.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

By: James Weaver
James Weaver, Trustee

I-2026-004120 Book 2763 Pg 191
05/28/2025 2:35pm Pg 0730-0794
Fee: \$75.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

STATE OF Oklahoma)
COUNTY OF Pittsburg)ss.

This instrument was acknowledged before me on this 3 day of April, 2025 by James Weaver, as Trustee of the JAMES WEAVER REVOCABLE TRUST.

[SEAL]



Juana Nabo
Notary Public
State of Oklahoma
My commission expires: 2/8/27

I-2025-003637 Book 2765 Pg 244
05/12/2025 1:25pm Pg 0242-0246
Fee: \$75.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

PURCHASER:

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

By: [Signature]

Name: Rhett Bennett

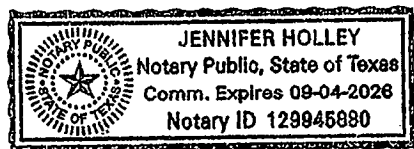
Title: CEO

STATE OF Texas)
COUNTY OF Tarrant)ss.

I-2025-004120 Book 2768 Pg 792
05/28/2025 2:35pm Pg 0790-0794
Fee: \$75.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

This instrument was acknowledged before me on this 10th day of April, 2025 by
Rhett Bennett as CEO of
Black Mountain Energy Storage II LLC a Texas LLC, on behalf of such company.

[SEAL]



[Signature]
Notary Public
State of Texas

My commission expires: 09-04-2026

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

Exhibit A
(Deed Legal Description)

Lots 1, 2, 3, 4, & 5 of Block 97 in Kiowa, Oklahoma and

The SE1/4 of SE1/4, less Railroad Right of Way in Section 27, Township 3 North, Range 13 East and

The SW1/4, subject to Highway Right of Way, in Section 26, Township 3 North, Range 13 East

Less and except the following tracts: See Exhibit A-1

I-2025-004120 Book 2768 Pg 793
05/28/2025 2:35pm Pg 0790-0794
Fee: \$75.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

**EXHIBIT "A" - I
LEGAL DESCRIPTION**

I-2025-004120 Book 2768 Pg 794
05/28/2025 2:35pm Pg 0790-0794
Fee: \$75.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

Tract 1

BEING a 178.96 acre tract, being part of those certain tracts, as described in Book 1719, Page 6, Deed Records of Pittsburg County, Oklahoma, LESS AND EXCEPT Lots One (1), Two (2) Three (3), Four (4) and Five (5), in Block Ninety-Seven (97), in the Town of Kiowa, Pittsburg County, Oklahoma, situated in Section 26 and Section 27, Township 3 North, Range 13 East, Indian Principal Meridian, Pittsburg County, Oklahoma, and said 178.96 acre tract being further described by metes and bounds as follows:

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

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

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

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

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

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

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

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

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

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

Tract 2

BEING a 7.70 acre tract, being part of those certain tracts, as described in Book 1719, Page 6, Deed Records of Pittsburg County, Oklahoma, LESS AND EXCEPT Lots One (1), Two (2) Three (3), Four (4) and Five (5), in Block Ninety-Seven (97), in the Town of Kiowa, Pittsburg County, Oklahoma, situated in the Southwest-Quarter (SW/4) of Section 26, Township 3 North, Range 13 East, Indian Principal Meridian, Pittsburg County, Oklahoma, and said 7.70 acre tract being further described by metes and bounds as follows:

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

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

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

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



I-2025-004847 Book 2773 Pg 787
06/17/2025 2:29pm Pg 0787-0790
Fee: \$65.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK *HT*

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

This MEMORANDUM OF PURCHASE AND SALE AGREEMENT (this "Memorandum") is dated and made as of March 24, 2025, by and between **Black Mountain Energy Storage II, LLC**, a Texas limited liability company or its assigns ("Purchaser"), and **The Robert Weaver and Deborah Weaver Revocable Trust** ("Seller").

WHEREAS:

- A. Seller and Purchaser did enter into that certain Purchase and Sale Agreement of even date herewith (the "Agreement"), which affects certain real property located in Pittsburg County, State of Oklahoma, as more particularly described in Exhibit A attached hereto (the "Land"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.
- B. The Effective Date of the Agreement is March 24, 2025. Purchaser has the right to terminate the Agreement within two (2) years after the Effective Date (the "Feasibility Option Period"). If Purchaser does not terminate the Agreement on or before the end of the Feasibility Option Period, as it may be extended, the Closing shall occur within 30 days after the last day of the Feasibility Option Period.
- C. Prior to the Closing, Seller is prohibited from granting any rights, leases, easements, options, or liens against the Property without the written consent of Purchaser.
- D. Seller and Purchaser desire to enter into this Memorandum which is to be recorded in order that third parties may have notice of the interests of Purchaser in the Property and of the existence of the Agreement.
- E. This Memorandum may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and each such counterpart shall, when combined with all other such counterparts, constitute one agreement binding on the parties hereto.

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

Chicago Title Oklahoma
210 Park Ave, Ste 210
Oklahoma Tower
Oklahoma City, OK 73102
File #: 710702500296

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

SELLER:

The Robert Weaver and Deborah Weaver Revocable Trust

Robert Weaver
Robert Weaver, Trustee

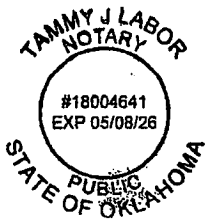
Deborah Weaver
Deborah Weaver, Trustee

I-2025-004847 Book 2773 Pg 788
06/17/2025 2:29pm Pg 0787-0790
Fee: \$65.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

STATE OF Oklahoma)
COUNTY OF Pittsburg)ss.

This instrument was acknowledged before me on this 3rd day of April, 2025 by Robert Weaver and Deborah Weaver, Trustees of the Robert Weaver and Deborah Weaver Revocable Trust.

[SEAL]

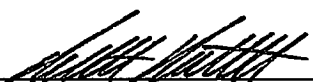


Tammy J. Labor
Notary Public
State of Oklahoma
My commission expires: 5/8/26

I-2025-004847 Book 2773 Pg 789
06/17/2025 2:29pm Pg 0787-0790
Fee: \$65.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

PURCHASER:

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

By: 

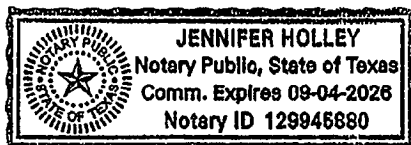
Name: Rhett Bennett

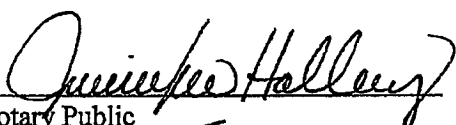
Title: CEO

STATE OF Texas)
COUNTY OF Tarrant) ss.

This instrument was acknowledged before me on this 1st day of May, 2025 by
Rhett Bennett as CEO of
Black Mountain Energy Storage II, LLC, a Texas LLC on behalf of such company.

[SEAL]




Notary Public
State of Texas

My commission expires: 09-04-2026

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

EXHIBIT "A"
LEGAL DESCRIPTION

I-2025-004847 Book 2773 Pg 790
06/17/2025 2:29pm Pg 0787-0790
Fee: \$65.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

For Tax Map ID(s): 1341

Tract 1:

All that part of the Northwest Quarter (NW/4) lying south and east of U.S. Highway 69 SUBJECT to Highway Right-of-Way, Section 35, Township 3 North, Range 13 East, Pittsburg County, State of Oklahoma.

For Tax Map ID(s): 1344

Tract 2:

Northwest Quarter (NW/4) and the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) and the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) SUBJECT to Highway Right-of-Way, Section 35, Township 3 North, Range 13 East, Pittsburg County, State of Oklahoma.

RESERVING AN EASEMENT across both of the above described tracts for a roadway now in place and being used with same being for the use and benefit of all record property owners in SE/2 SW/4 of Section 35 and provides ingress and egress as long as same shall be treated as a covenant running with the land.

For Tax Map ID(s): 1338

Tract 3:

All the South Half (S/2) lying South and East of U.S. Highway 69 SUBJECT to Highway Right-of-Way, Section 34, Township 3N., Range 13E., Pittsburg County, State of Oklahoma.

For Tax Map ID(s): 1345

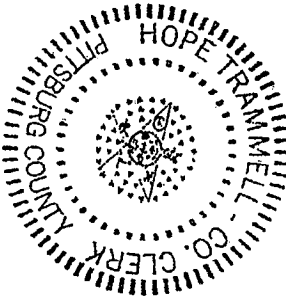
Tract 4:

West Half of the Southeast Quarter of the Southwest Quarter (W1/2 SE/4 SW/4), Section 35, Township 3 North, Range 13 East, Pittsburg County, State of Oklahoma

For Tax Map ID(s): 1347

Tract 5:

The East Half of the Southeast Quarter of the Southwest Quarter (E/2 SE/4 SW/4), and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4), and the Southwest Quarter of the Northeast Quarter of the Southeast Quarter (SW/4 NE/4 SE/4), and the West Half of the Southeast Quarter of the Southeast Quarter (W1/2 SE/4 SE/4) and the Northwesternly diagonal half of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter (SE/4 SE/4 SE/4) in Section 35, Township 3 North, Range 13 East, Pittsburg County, Oklahoma.



3770
mai

I-2025-004848 Book 2773 Pg 791
06/17/2025 2:31pm Pg 0791-0794
Fee: \$65.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

This MEMORANDUM OF PURCHASE AND SALE AGREEMENT (this "Memorandum") is dated and made as of Feb 28, 2025, by and between **Black Mountain Energy Storage II, LLC**, a Texas limited liability company or its assigns ("**Purchaser**"), and **The Robert Weaver and Deborah Weaver Revocable Trust** ("**Seller**").

WHEREAS:

- A. Seller and Purchaser did enter into that certain Purchase and Sale Agreement of even date herewith (the "**Agreement**"), which affects certain real property located in Pittsburg County, State of Oklahoma, as more particularly described in Exhibit A attached hereto (the "**Land**"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.
- B. The Effective Date of the Agreement is Feb 28, 2025. Purchaser has the right to terminate the Agreement within two (2) years after the Effective Date (the "**Feasibility Option Period**"). If Purchaser does not terminate the Agreement on or before the end of the Feasibility Option Period, as it may be extended, the Closing shall occur within 30 days after the last day of the Feasibility Option Period.
- C. Prior to the Closing, Seller is prohibited from granting any rights, leases, easements, options, or liens against the Property without the written consent of Purchaser.
- D. Seller and Purchaser desire to enter into this Memorandum which is to be recorded in order that third parties may have notice of the interests of Purchaser in the Property and of the existence of the Agreement.
- E. This Memorandum may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and each such counterpart shall, when combined with all other such counterparts, constitute one agreement binding on the parties hereto.

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

Chicago Title Oklahoma
210 Park Ave, Ste 210
Oklahoma Tower
Oklahoma City, OK 73102
File #: 7107102500090

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

SELLER:

The Robert Weaver and Deborah Weaver Revocable Trust

Robert Weaver
Robert Weaver, Trustee

Deborah Weaver
Deborah Weaver, Trustee

I-2025-004848 Book 2773 Pg 792
06/17/2025 2:31pm Pg 0791-0794
Fee: \$65.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

STATE OF Oklahoma)
COUNTY OF Pittsburg)ss.

This instrument was acknowledged before me on this 3rd day of April, 2025 by Robert Weaver and Deborah Weaver, Trustees of the Robert Weaver and Deborah Weaver Revocable Trust.

[SEAL]



Tammy J. Labor
Notary Public
State of Oklahoma

My commission expires: 5/8/26

18

EXHIBIT "A"

LEGAL DESCRIPTION

For Tax Map ID(s): **1273**

The Southeast Quarter (SE/4), Less the Highway, of Section Twenty-six (26), Township Three (3) North, Range Thirteen (13) East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

I-2025-004848 Book 2773 Pg 794
06/17/2025 2:31pm Pg 0791-0794
Fee: \$65.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK



I-2025-007143 Book 2787 Pg 331
08/28/2025 9:03am Pg 0331-0334
Fee: \$24.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

This MEMORANDUM OF PURCHASE AND SALE AGREEMENT (this "Memorandum") is dated and made as of June 6, 2025 by and between **Black Mountain Energy Storage II, LLC**, a Texas limited liability company or its assigns ("**Purchaser**"), and **The KFD Family Trust, Dated May 20th, 2025** ("**Seller**").

WHEREAS:

- A. Seller and Purchaser did enter into that certain Purchase and Sale Agreement of even date herewith (the "**Agreement**"), which affects certain real property located in Pittsburg County, State of Oklahoma, as more particularly described in **Exhibit A** attached hereto (the "**Land**"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.
- B. The Effective Date of the Agreement is June 6, 2025. Purchaser has the right to terminate the Agreement within eighteen (18) months after the Effective Date (the "**Feasibility Option Period**"). If Purchaser does not terminate the Agreement on or before the end of the Feasibility Option Period, as it may be extended, the Closing shall occur within 30 days after the last day of the Feasibility Option Period.
- C. Prior to the Closing, Seller is prohibited from granting any rights, leases, easements, options, or liens against the Property without the written consent of Purchaser.
- D. Seller and Purchaser desire to enter into this Memorandum which is to be recorded in order that third parties may have notice of the interests of Purchaser in the Property and of the existence of the Agreement.
- E. This Memorandum may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and each such counterpart shall, when combined with all other such counterparts, constitute one agreement binding on the parties hereto.

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

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

SELLER:

The KFD Family Trust, Dated May 20th, 2025

By: Jimmy Doyle, Trustee of the KFD Family Trust, Dated May 20, 2025
Jimmy Doyle, Trustee and Attorney In Fact

STATE OF Oklahoma)
)ss.
COUNTY OF Oklahoma)

I-2025-007143 Book 2787 Pg 332
08/28/2025 9:03am Pg 0331-0334
Fee: \$24.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

This instrument was acknowledged before me on this 6 day of June, 2025 by
Jimmy Doyle, Trustee and Attorney In Fact of The KFD Family Trust, Dated May 20th, 2025.

[SEAL]



Bruce R. Ingram
Notary Public
State of Oklahoma
My commission expires: 8-1-27

I-2025-007143 Book 2787 Pg 333
08/28/2025 9:03am Pg 0331-0334
Fee: \$24.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

PURCHASER:

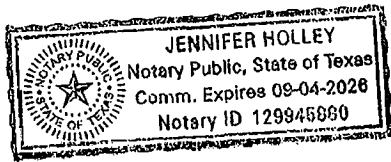
BLACK MOUNTAIN ENERGY STORAGE II
LLC, a Texas limited liability company

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

STATE OF Texas)
COUNTY OF Tarrant)ss.

This instrument was acknowledged before me on this 11th day of June, 2025 by
Rhett Bennett as CEO
Black Mountain Energy Storage II LLC Texas LLC, on behalf of such company.

[SEAL]



[Signature]
Notary Public
State of Texas
My commission expires: 09-04-2026

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

EXHIBIT A

TO MEMORANDUM OF PURCHASE AND SALE AGREEMENT

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

For Tax Map ID(s): 49050

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

I-2025-007143 Book 2787 Pg 334
08/28/2025 9:03am Pg 0331-0334
Fee: \$24.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK



I-2025-007703 Book 2791 Pg 189
09/16/2025 8:07am Pg 0189-0193
Fee: \$26.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK JK

RETURN AFTER RECORDING TO:

Chicago Title Oklahoma
Attn.: Kevin O'Shields
210 Park Avenue, Suite 210
Oklahoma City, OK 73102

Chicago Title Oklahoma
210 Park Ave, Ste 210
Oklahoma Tower
Oklahoma City, OK 73102
File #: 710702461053

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF OPTION AGREEMENT
(Pittsburg County)

THIS MEMORANDUM OF OPTION AGREEMENT ("Memorandum") is executed effective August 28, 2025, by and between PAKE McENTIRE, an individual, and ARTEMIS COMMERCIAL GROUP, LLC, an Oklahoma limited liability company (collectively, "Assignor"), whose notice address is Attn.: Shannon Wells, Artemis Commercial Group, LLC, 3013 NW 160th Street, Edmond, OK 73013, Email: Shannon@acgooo.com; and BLACK MOUNTAIN ENERGY STORAGE II, LLC, a Texas limited liability company (herein "Assignee"), whose notice address is Attn.: 425 Houston Street, Suite 400, Fort Worth, TX 76102.

R E C I T A L S :

- A. Contemporaneously with the execution hereof, ASSIGNOR and ASSIGNEE have entered into that certain Option Agreement (the "Option Agreement") relating to Assignee's right to acquire the ASSIGNOR'S rights as contract purchaser pursuant to a December 6, 2024 Purchase and Sale Agreement (the "Purchase Contract") between ASSIGNOR and William Dewayne Drake ("Seller") relating to the real property described on Exhibit A hereto (the "Property").
- B. This Memorandum is being executed and recorded to place of record certain information relating to the Option Agreement.

A G R E E M E N T :

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE agree as follows:

1. ASSIGNOR and ASSIGNEE acknowledge that the Option Agreement has been executed contemporaneously herewith and that it covers the Property. ASSIGNOR and ASSIGNEE place this

I-2025-007703 Book 2791 Pg 190
09/16/2025 8:07am Pg 0189-0193
Fee: \$26.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

Memorandum of record in the real property records of the Pittsburg County Clerk to place third parties on notice of the following terms of the Repurchase Option:

- a. The Option Agreement is effective as of its execution.
- b. The option embodied in the Option Agreement will be exercisable by ASSIGNEE no later than March 1, 2026 under the terms of that Option Agreement.
- c. In the event that ASSIGNEE fails to exercise its option prior to the Option Expiration Date, as defined in Section 1.1 of the Option Agreement, ASSIGNEE agrees to promptly execute and record a release of this Memorandum in the real property records of Pittsburg County, Oklahoma.

Executed and delivered as of the date first above written.

[Executions appear on following page]

Signature Page to
MEMORANDUM OF OPTION AGREEMENT
(Pittsburg County)

ASSIGNEE:

PAKE McEntire
PAKE McENTIRE

ARTEMIS COMMERICAL GROUP, LLC,
an Oklahoma limited liability company

By:

Name: Shannon Wells

Title: President

STATE OF OKLAHOMA)

COUNTY OF OKLAHOMA)

Acknowledged before me this 15 day of September, 2025 by **PAKE MCENTIRE** and by Shannon Wells, President on behalf of **ARTEMIS COMMERICAL GROUP, LLC**, an Oklahoma limited liability company.

[Signature]

Notary Public

[SEAL]



My Commission Number: _____

My Commission Expires: _____

I-2025-007703 Book 2791 Pg 192
09/16/2025 8:07am Pg 0189-0193
Fee: \$26.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

Signature Page to
MEMORANDUM OF OPTION AGREEMENT
(Pittsburg County)

ASSIGNOR:

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

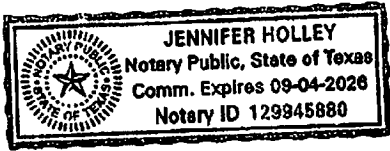
By: [Signature]
Printed Name: Rhett Bennett
Title: CEO

STATE OF TEXAS)
COUNTY OF Tarrant)

Acknowledged before me this 28th day of August, 2025 by Rhett Bennett, as
CEO on behalf of **BLACK MOUNTAIN ENERGY STORAGE II, LLC**, a Texas limited
liability company

[Signature]
Notary Public

[SEAL]



My Commission Number: 129945880
My Commission Expires: 09-04-2026

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

A tract in the North Half (N/2) of Section Thirty-four (34), Township Three (3) North, Range Thirteen (13) East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma, more particularly described as follows:

COMMENCING at the Northwest Corner of Section Thirty-four (34);

Thence South 1320.00 feet along the West Line of Section Thirty-four (34) to the Southwest Corner of the Northwest Quarter of the Northwest Quarter (NW/4 NW/4);

Thence East along the South Line of the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) a distance of 465.04 feet, more or less, to the East Right-of-Way Line of the County Gravel Road for a TRUE POINT OF BEGINNING;

Thence N39°13'01"E along the Easterly Right-of-Way Line of the Road a distance of 1342.92 feet;

Thence N89°59'03"E a distance of 1843.99 feet to the Westerly Right-of-Way Line of the MK & T Railroad;

Thence S29°33'58"W a distance of 2713.90 feet to a Point on the South Line of the Northwest Quarter (NW/4);

Thence West along the South Line of the Northwest Quarter (NW/4) a distance of 1207.13 feet, more or less, to the Southwest Corner of the East Half of the Southwest Quarter of the Northwest Quarter (E/2 SW/4 NW/4);

Thence North a distance of 1320.00 feet along the West Line of the East Half of the Southwest Quarter of the Northwest Quarter (E/2 SW/4 NW/4);

Thence West along the South Line of the West Half of the Northwest Quarter of the Northwest Quarter (W/2 NW/4 NW/4) a distance of 143.88 feet to the POINT OF BEGINNING.

After Recording, Return to:



I-2025-008436 Book 2796 Pg 133
10/09/2025 8:25am Pg 0133-0138
Fee: \$28.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK **BW**

WAIVER OF SURFACE RIGHTS

STATE OF OKLAHOMA §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF PITTSBURG §

WHEREAS, BLACK MOUNTAIN ENERGY STORAGE II, LLC, a Texas limited liability company, or its affiliate/assigns (herein called the "Surface Owner") is the owner of, or is currently under contract to purchase, that certain tract of land (herein called the "Surface Lands") situated in Pittsburg County, Oklahoma, and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes; and SPESS OIL COMPANY, INC. (herein called the "Mineral Party") leases all or a portion of the oil, gas and other mineral rights in, on and under or that may be produced from the Surface Lands ("Minerals"); and

WHEREAS, Mineral Party currently operates an existing well (Weaver D #1; API# 35-121-20645) on a portion of the Surface Lands (the "Existing Well"); and

WHEREAS, except for the Existing Well and associated equipment, facilities, and activities described in Paragraph 2 below, Surface Owner has requested the Mineral Party release and waive all rights of ingress and egress and all other rights of every kind and character whatsoever owned or held by Mineral Party to enter upon or to use all or any part of the surface of the Surface Lands for purposes of exploring for, developing, drilling, producing, transporting, mining, treating, storing or any other purposes incident to the development or production of the oil, gas and other minerals in, on and under the Surface Lands.

NOW, THEREFORE, for and in consideration of the premises, and the further consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to the Mineral Party, the receipt and sufficiency of which consideration are hereby acknowledged and confessed by the Mineral Party, the Mineral Party and the Surface Owner do hereby COVENANT, STIPULATE AND AGREE in favor of each other and their respective heirs, successors and assigns, as follows:

1. **Surface Rights Waiver.** Except for the Existing Well and associated equipment, facilities, and activities described in Paragraph 2 below, Mineral Party hereby waives, releases, and relinquishes, on behalf of itself and its respective heirs, assigns and legal representatives, all of its rights to use the surface of the Surface Lands, including, the right to enter upon the surface of the Surface Lands for purposes of exploring for, developing, drilling, producing, treating, storing or transporting the Minerals or for any other purpose incident thereto, including the right to use or occupy the area 1,000 feet beneath the surface of the Surface Lands. Nothing herein contained shall ever be construed to prevent the Mineral Party, or its heirs or assigns, from developing or producing the oil, gas and other minerals in and under the Surface Lands by directional drilling under the Surface Lands from the Existing Well or from well sites located on tracts other than the Surface Lands. All waivers and agreements by the Mineral Party in this Agreement regarding the Surface Lands apply only to those portions of the Surface Lands on which Mineral Party leases the Minerals ("Mineral Land"). Mineral Party is not waiving any rights outside of the Mineral Land area.

2. **Access to Well Site.** Nothing in this Agreement shall in any manner inhibit or prevent Mineral Party from crossing the Surface Lands by utilizing any existing roads or in any other fashion as is reasonably necessary to access the Existing Well and its associated equipment and facilities so as to undertake any activity or action deemed necessary or appropriate by Mineral Party to enhance the production from the Existing Well or to repair, replace, or add to any existing facility, including but not limited to the wellbore, deemed necessary or appropriate by Mineral Party. Surface Owner shall not in any unreasonable manner inhibit or prevent Mineral Owner from undertaking any of the above described activities at any time deemed by Mineral Party to be necessary or useful. Further, Surface Owner will not construct or erect any facility or building within 100 feet from the wellbore and related equipment, nor shall Surface Owner construct or erect any facility or building closer than 20 feet to the natural gas flow line servicing the Existing Well.

3. **Successors, Mortgage, Right to Assign.** The parties to this instrument confirm to each other that they each have the right and authority to agree to the provisions of this Agreement. The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, legal representatives, successors and assigns, and shall be covenants running with the land and the mineral and the surface estates therein owned by the parties hereto. All of Mineral Party's Minerals lease rights in the Surface Lands (whether assigned, modified, subject to joint operating agreement or otherwise) shall be expressly subject to the terms of this Agreement, including but not limited to Paragraph 2 above. Surface Owner may mortgage, pledge, encumber, or collaterally assign to any entity ("Mortgagee") all or any part of Surface Owner's interest under this Agreement without the need for any consent of any party. Mineral Party and Surface Owner possess the right to assign, transfer, change their ownership, or otherwise alienate its respective rights, title, and interest, in whole or in part, in this Agreement, to any third-party without the necessity of approval from the other parties to this Agreement; provided, that each party will give the other notice of any change of ownership.

4. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (a) hand delivery, (b) one (1) business day after being deposited with FedEx or another reliable overnight courier service, with receipt acknowledgment requested, (c) upon receipt if transmitted by facsimile telecopy, with a copy sent on the same day by one of the other permitted methods of delivery, or (d) upon receipt or refused delivery deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

If to Mineral Party:

Spess Oil Company, Inc.
200 South Broadway Street
Cleveland, Oklahoma 74020
Attn: Jeffrey Spess

If to Surface Owner:

Black Mountain Energy Storage II LLC
1717 W. 6th Street, Suite 295
Austin, Texas 78703
Attn: Rhett Bennett

With a copy to:

Baker Monroe Huston, PLLC
1612 Summit Ave., Ste. 100
Fort Worth, TX 76102
Attn: Justin P. Huston

or such other address as either party may from time to time specify in writing to the other.

WAIVER OF SURFACE RIGHTS

I-2025-008436 Book 2796 Pg 134
10/09/2025 8:25am Pg 0133-0138
Fee: \$28.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

PAGE 2

5. **Miscellaneous.** This Agreement is governed by and interpreted under the laws of the State of Oklahoma and may be recorded by any party. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original. This Agreement may be recorded in the Official Real Property Records where the Surface Land is located.

[Signatures on Following Page]

I-2025-008436 Book 2796 Pg 135
10/09/2025 8:25am Pg 0133-0138
Fee: \$28.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

MINERAL PARTY:

SPESS OIL COMPANY, INC.,
an Oklahoma corporation

By: Jeffrey Spess
Jeffrey Spess, President

I-2025-008436 Book 2796 Pg 136
10/09/2025 8:25am Pg 0133-0138
Fee: \$28.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

ACKNOWLEDGMENT

STATE OF OKLAHOMA

§
§
§

COUNTY OF PAWNEE

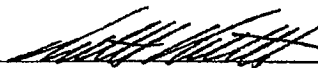
This instrument was acknowledged before me on this 24th day of September 2025, by Jeffrey Spess, President of Spess Oil Company, Inc., an Oklahoma corporation, on behalf of said entity.



Susan Shay
Notary Public in and for the State of Ok
My Commission Expires: 1-30-2029

SURFACE OWNER:

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

By: 
Rhett Bennett, CEO

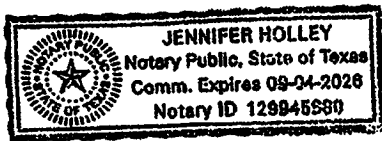
I-2025-008436 Book 2796 Pg 137
10/09/2025 8:25am Pg 0133-0138
Fee: \$28.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant

§
§
§

This instrument was acknowledged before me on this 22 day of September 2025, by Rhett Bennett, CEO of Black Mountain Energy Storage II LLC, a Texas limited liability company, on behalf of said entity.



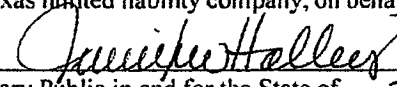

Notary Public in and for the State of Texas
My Commission Expires: 09-04-2026

EXHIBIT A

Surface Lands Property Description

South Half (S/2) of Section 26, Township 3 North, Range 13 East, Pittsburg County, Oklahoma

I-2025-008436 Book 2796 Pg 138
10/09/2025 8:25am Pg 0133-0138
Fee: \$28.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

This MEMORANDUM OF PURCHASE AND SALE AGREEMENT (this “Memorandum”) is dated and made as of October 7, 2025, by and between **Black Mountain Energy Storage II, LLC**, a Texas limited liability company or its assigns (“**Purchaser**”), and **John E. Whetsel and Lucille Whetsel** (“**Seller**”).

WHEREAS:

- A. Seller and Purchaser did enter into that certain Purchase and Sale Agreement of even date herewith (the “**Agreement**”), which affects certain real property located in Pittsburg County, State of Oklahoma, as more particularly described in **Exhibit A** attached hereto (the “**Land**”). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.
- B. The Effective Date of the Agreement is May 1st, 2025. If Purchaser does not terminate the Agreement on or before the end of the Feasibility Option Period, as it may be extended, the Closing shall occur within 30 days after the last day of the Feasibility Option Period.
- C. Prior to the Closing, Seller is prohibited from granting any rights, leases, easements, options, or liens against the Property without the written consent of Purchaser.
- D. Seller and Purchaser desire to enter into this Memorandum which is to be recorded in order that third parties may have notice of the interests of Purchaser in the Property and of the existence of the Agreement.
- E. This Memorandum may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and each such counterpart shall, when combined with all other such counterparts, constitute one agreement binding on the parties hereto.

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



I-2025-008451 Book 2796 Pg 159
10/09/2025 10:20am Pg 0159-0162
Fee: \$24.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK **BW**

PURCHASER:

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

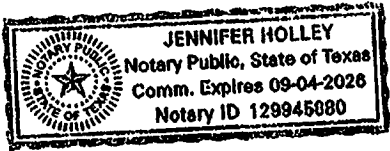
I-2025-008451 Book 2796 Pg 161
10/09/2025 10:20am Pg 0159-0162
Fee: \$24.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

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

STATE OF Texas)
COUNTY OF Tarrant)ss.

This instrument was acknowledged before me on this 7th day of October, 2025 by Rhett Bennett as CEO of Black Mountain Energy Storage II LLC, a Texas LLC, on behalf of such company.

[SEAL]



[Signature]
Notary Public
State of Texas

My commission expires: 09-04-2026

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

EXHIBIT A

TO MEMORANDUM OF PURCHASE AND SALE AGREEMENT

PITTSBURG COUNTY, OKLAHOMA

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

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

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

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

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

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

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

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

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

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

I-2025-008451 Book 2796 Pg 162
10/09/2025 10:20am Pg 0159-0162
Fee: \$24.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK



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

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

FIRST AMENDMENT TO MEMORANDUM OF PURCHASE AND SALE AGREEMENT

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

WHEREAS:

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

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

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

SELLER:

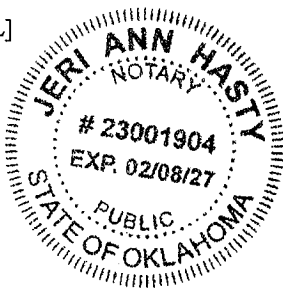
**THE JAMES AND VIRGINIA WEAVER
MAY 29, 2009 REVOCABLE LIVING TRUST**

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

STATE OF Oklahoma)
COUNTY OF Pittsburg)ss.

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

[SEAL]



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

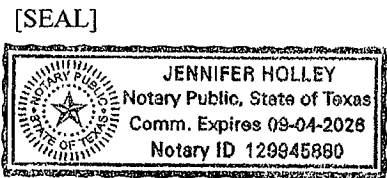
PURCHASER:

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

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

STATE OF Texas)
COUNTY OF Tarrant)ss.

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



[Signature]
Notary Public
State of Texas

My commission expires: 09-04-2026

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

Exhibit A

LEGAL DESCRIPTION

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

Tract 1

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

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

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

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

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

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

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

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

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

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

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

Tract 2

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

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

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

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

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

After recording, return to:

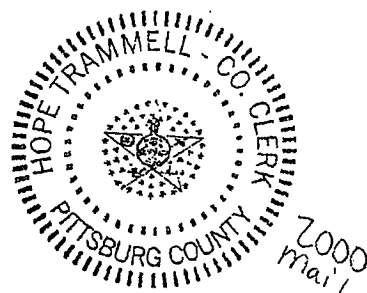
Black Mountain Energy Storage II LLC
425 Houston Street, Suite 400
Fort Worth, TX 76102

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

I-2026-002936 Book 2833 Pg 403
04/06/2026 1:47pm Pg 0403-0410
Fee: \$32.00 Doc: \$8,086.50
Hope Trammell - Pittsburg County Clerk
State of OK **THB**

FNTG GF# 9001222502202

SPECIAL WARRANTY DEED
(SURFACE ONLY)



Audrey Rose Kilgore and Lukas Kilgore, husband and wife ("**Grantor**"), for valuable consideration, the receipt of which is acknowledged, does hereby grant, bargain, sell, and convey unto Black Mountain Energy Storage II LLC, a Texas limited liability company ("**Grantee**"), whose mailing address is 425 Houston Street, Suite 400, Fort Worth, TX 76102, the real estate described on **Exhibit A** attached hereto (the "**Property**"), together with all the improvements and appurtenances, less and except and reserving unto Grantor all oil, gas, lignite, coal, hydrocarbon and other minerals of whatever nature in, under and that may be produced from the Property (including any existing production or mineral leases and all benefits therefrom) (the "**Mineral Estate**"), and warrant the title to the Property to be free, clear, and discharged of and from all former grants, claims, charges, taxes, judgments, mortgages, and other liens or encumbrances of any nature granted by, through, or under Grantor, but not otherwise, and further subject to, and excepting and excluding from such warranty, those matters set forth on **Exhibit B** attached hereto.

Notwithstanding anything to the contrary, Grantor hereby agrees to waive and does hereby waive any and all rights to go on or about or use the surface of the Property for the exploration, production or development of the Mineral Estate, and Grantor does hereby agree, in conducting exploration for, and production, processing, transportation, and marketing of oil, gas, or other minerals from the Property, not to use or occupy any portion of the surface of any part of the Property or place any fixtures, equipment, buildings or structures thereon; provided, however, this waiver shall be subject to all current leases of the Mineral Estate (or any portion thereof) and not be construed as waiving, releasing, or relinquishing any of Grantor's right, title or interest in and to the Mineral Estate that may be produced from the Property or the right of Grantor to explore, develop or produce such Mineral Estate by means which do not include the use of the surface of the Property, including, without limitation, directional wells drilled under any part of the Property from a site off the Property or by pooling of the Property with other lands.

To have and to hold the Property unto Grantee, and Grantee's successors and assigns, forever.

Grantee hereby expressly acknowledges that Grantee is taking the Property "AS IS, WHERE IS" and with all faults in accordance with the terms and conditions of that certain Purchase and Sale Agreement by and between the parties dated December 1, 2025, the terms and conditions of which are incorporated herein by this reference as if set forth fully herein.

The Affidavit required by 60 O.S. § 121 is attached hereto as **Exhibit C** attached hereto.

SIGNATURE PAGE TO SPECIAL WARRANTY DEED

EXECUTED and DELIVERED as of March 27, 2026.

I-2026-002936 Book 2833 Pg 404
 04/06/2026 1:47pm Pg 0403-0410
 Fee: \$32.00 Doc: \$8,086.50
 Hope Trammell - Pittsburg County Clerk
 State of OK

Audrey Rose Kilgore
Audrey Rose Kilgore


Lukas Kilgore

STATE OF OK)
)
COUNTY OF Pittsburg) SS:

This instrument was acknowledged before me on March 27, 2026, by Audrey Rose Kilgore and Lukas Kilgore, husband and wife.



Notary Public
My Commission Expires: 4-27-2027
Commission # 23005858

I-2026-002936 Book 2833 Pg 406
04/06/2026 1:47pm Pg 0403-0410
Fee: \$32.00 Doc: \$8,086.50
Hope Trammell - Pittsburg County Clerk
State of OK

Exhibit A
LEGAL DESCRIPTION

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.

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.

Tract 3:

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

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.

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

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Twenty-two (22), Township Three (3) North, Range Thirteen (13) East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

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.

Tract 7:

The North Half of the Northeast Quarter of the Northeast Quarter (N/2 NE/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.

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.

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.

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.

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Exhibit B
PERMITTED EXCEPTIONS

1. Ad valorem taxes for 2026 and subsequent years, not yet due and payable.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. All interest in and to all oil, gas, coal, metallic ores and other minerals in and under and that may be produced from insured premises, and all rights, interests and estates of whatsoever nature incident to or growing out of said outstanding minerals.
5. Statutory Roadway Easement in favor of the State of Oklahoma across all section lines.
6. Right of Way in favor of Arkansas Louisiana Gas Company recorded in Book 131, Page 319.
7. Right of Way in favor of Arkansas Louisiana Gas Company recorded in Book 135, Page 18.
8. Right of Way in favor of Arkansas Louisiana Gas Company recorded in Book 198, Page 90.
9. Easement in favor of Skelly Oil Company recorded in Book 258, Page 229.
10. Easement in favor of Skelly Oil Company recorded in Book 258, Page 230.
11. Right of Way in favor of Arkansas Louisiana Gas Company recorded in Book 265, Page 603.
12. Right of Way in favor of Arkansas Louisiana Gas Company recorded in Book 265, Page 605.
13. Right of Way in favor of Arkansas Louisiana Gas Company recorded in Book 265, Page 607.
14. Right of Way in favor of Arkansas Louisiana Gas Company recorded in Book 265, Page 609.
15. Right of Way in favor of Public Service Company of Oklahoma recorded in Book 268, Page 30.
16. Easement in favor of Skelly Oil Company recorded in Book 271, Page 597.
17. Right of Way in favor of Public Service Company of Oklahoma recorded in Book 276, Page 345.
18. Right of Way in favor of Public Service Company of Oklahoma recorded in Book 276, Page 349.
19. Report of Commissioners recorded in Book 287, Page 39.
20. Right of Way in favor of Arkansas Louisiana Gas Company recorded in Book 471, Page 525.
21. Easement in favor of Western Farmers Electric Cooperative recorded in Book 520, Page 249.
22. Easement in favor of Western Farmers Electric Cooperative recorded in Book 520, Page 313.
23. Easement in favor of Rural Water District No. 11 recorded in Book 898, Page 96.
24. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 995, Page 74.
25. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 995, Page 78.
26. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 995, Page 82.
27. Right of Way in favor of Sedna Energy, Inc. recorded in Book 1499, Page 757.
28. Right of Way in favor of Sedna Energy, Inc. recorded in Book 1499, Page 759.
29. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 1536, Page 722.
30. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 1536, Page 725.
31. Surface Site Easement in favor of Enogex Gas Gathering LLC recorded in Book 1553, Page 43.
32. Right of Way in favor of Sedna Energy, Inc. recorded in Book 1568, Page 387.
33. Right of Way in favor of Sedna Energy, Inc. recorded in Book 1568, Page 393.
34. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 1581, Page 342.
35. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 1584, Page 740.
36. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 1584, Page 744.
37. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 1584, Page 747.
38. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 1604, Page 141.
39. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 1604, Page 144.
40. Right of Way in favor of Public Service Company of Oklahoma recorded in Book 1633, Page 493.
41. Right of Way in favor of Public Service Company of Oklahoma recorded in Book 1633, Page 496.
42. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 1687, Page 333.

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43. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 1709, Page 339.
44. Easement in favor of XTO Energy, inc. recorded in Book 1719, Page 57.
45. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 1725, Page 536.
46. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 1736, Page 139.
47. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 1744, Page 43.
48. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 1754, Page 158.
49. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 1786, Page 196.
50. Right of Way in favor of XTO Energy Inc. recorded in Book 1862, Page 285; Amendment to Right of Way recorded in Book 2126, Page 323.
51. Right of Way in favor of Kiamichi Electric Cooperative, Inc. recorded in Book 1888, Page 535.
52. Right of Way in favor of Enogex Gas Gathering LLC recorded in Book 2043, Page 380.
53. Right of Way in favor of Enogex Gas Gathering LLC recorded in Book 2043, Page 384.
54. Right of Way in favor of Kiamichi Electric Cooperative, Inc. recorded in Book 2522, Page 197.
55. Right of Way in favor of Kiamichi Electric Cooperative, Inc. recorded in Book 2522, Page 249.
56. Easement in favor of Rural Water District No. 11 recorded in Book 2582, Page 678.
57. Any rights, interests or claims which may exist or arise by reason of the following matters disclosed by the ALTA/NSPS Land Title Survey dated February 6, 2026, prepared by Stephen Johnson, Professional Land Surveyor No. 1351, for Centerline, under Project/Job No. 25-12-2087:
 - i. Overhead electric lines without the benefit of an easement across subject property. {shown as Tract 1 on survey}
 - ii. Fences inset and offset property lines throughout the subject property.
 - iii. Wellheads without the benefit of an easement throughout the subject property. (shown as Tract 1 on survey)
 - iv. Tank batteries and concrete pads without the benefit of an easement throughout the subject property. {shown as Tract 1 on survey}
 - v. Fence inset and offset boundary lines of easement filed Book 1553, Page 43. (shown as Tract 1 on survey)

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Exhibit C

AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: BUSINESS OR TRUST

STATE OF OKLAHOMA)
)
COUNTY OF PITTSBURG) ss.

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned Rhett Bennett (the "Affiant"), who, having been first duly sworn, deposes and states:

I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.

I am the 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 (referred to herein as the "Entity"). I am duly authorized to record this Affidavit on behalf of the Entity, which is taking title to the real property identified in the Deed to which this Affidavit is attached (the "Property"), and to bind the Entity for the consequences of any false statements in this Affidavit.

This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.

The Entity acquired title to the Property in compliance with the requirements of 60 O.S. § 121 and no funding source was used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.

If the Entity is a trust, its grantor(s), trustees and all direct and contingent beneficiaries are United States citizens or bona fide residents of the State of Oklahoma. If the Entity is a business, its direct and indirect owner(s) is/are United States citizens(s) or bona fide residents of the State of Oklahoma.

I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being

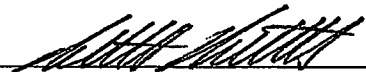
I-2026-002936 Book 2833 Pg 410
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Fee: \$32.00 Doc: \$8,086.50
Hope Trammell - Pittsburg County Clerk
State of OK

liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

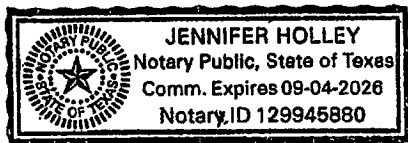
BLACK MOUNTAIN ENERGY STORAGE II LLC,
a Texas limited liability company

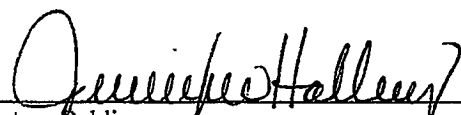
By: BMES II HOLDINGS LLC,
a Delaware limited liability company,
its sole managing member

By: 
Name: Rhett Bennett
Title: Director

STATE OF TEXAS)
) ss:
COUNTY OF TARRANT)

This instrument was acknowledged before me on April 1, 2026, by Rhett Bennett, 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
My Commission Expires: 09-04-2026
Commission # 129945880

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Fee: \$30.00 Doc: \$4,064.25
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State of OK **MB**

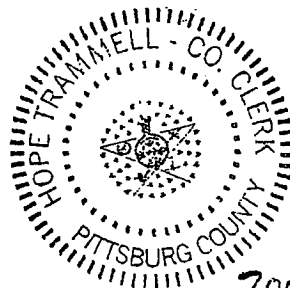
After recording, return to:

Black Mountain Energy Storage II LLC
425 Houston Street, Suite 400
Fort Worth, TX 76102

Chicago Title Oklahoma
210 Park Ave, Ste 210
Oklahoma Tower
Oklahoma City, OK 73102
File #: 710762501299

FNTG GF# 9001222502202

SPECIAL WARRANTY DEED
(SURFACE ONLY)



2000
Mail

Brenda K. Phipps, as trustee of the Brenda K. Phipps Trust u/t/a June 9, 2025 ("**Grantor**"), for valuable consideration, the receipt of which is acknowledged, does hereby grant, bargain, sell, and convey unto Black Mountain Energy Storage II LLC, a Texas limited liability company ("**Grantee**"), whose mailing address is 425 Houston Street, Suite 400, Fort Worth, TX 76102, the real estate described on **Exhibit A** attached hereto (the "**Property**"), together with all the improvements and appurtenances, less and except and reserving unto Grantor all oil, gas, lignite, coal, hydrocarbon and other minerals of whatever nature in, under and that may be produced from the Property (including any existing production or mineral leases and all benefits therefrom) (the "**Mineral Estate**"), and warrant the title to the Property to be free, clear, and discharged of and from all former grants, claims, charges, taxes, judgments, mortgages, and other liens or encumbrances of any nature granted by, through, or under Grantor, but not otherwise, and further subject to, and excepting and excluding from such warranty, those matters set forth on **Exhibit B** attached hereto.

Notwithstanding anything to the contrary, Grantor hereby agrees to waive and does hereby waive any and all rights to go on or about or use the surface of the Property for the exploration, production or development of the Mineral Estate, and Grantor does hereby agree, in conducting exploration for, and production, processing, transportation, and marketing of oil, gas, or other minerals from the Property, not to use or occupy any portion of the surface of any part of the Property or place any fixtures, equipment, buildings or structures thereon; provided, however, this waiver shall be subject to all current leases of the Mineral Estate (or any portion thereof) and not be construed as waiving, releasing, or relinquishing any of Grantor's right, title or interest in and to the Mineral Estate that may be produced from the Property or the right of Grantor to explore, develop or produce such Mineral Estate by means which do not include the use of the surface of the Property, including, without limitation, directional wells drilled under any part of the Property from a site off the Property or by pooling of the Property with other lands.

To have and to hold the Property unto Grantee, and Grantee's successors and assigns, forever.

Grantee hereby expressly acknowledges that Grantee is taking the Property "AS IS, WHERE IS" and with all faults in accordance with the terms and conditions of that certain Purchase and Sale Agreement by and between the parties dated December 1, 2025, the terms and conditions of which are incorporated herein by this reference as if set forth fully herein.

The Affidavit required by 60 O.S. § 121 is attached hereto as **Exhibit C** attached hereto.

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Fee: \$30.00 Doc: \$4,064.25
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SIGNATURE PAGE TO SPECIAL WARRANTY DEED

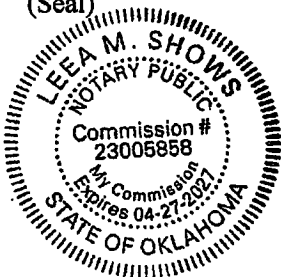
EXECUTED and DELIVERED as of 27, March, 2026.

Brenda K. Phipps
Brenda K. Phipps, as Trustee of the Brenda K. Phipps
Trust u/t/a June 9, 2025

STATE OF OK)
COUNTY OF Pittsburg) ss:

This instrument was acknowledged before me on 27, March, 2026, by Brenda K. Phipps, as Trustee of the Brenda K. Phipps Trust u/t/a June 9, ~~2025~~ 2025.

(Seal)



Lee M. Shows
Notary Public
My Commission Expires: 4-27-2027
Commission # 23005858

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Fee: \$30.00 Doc: \$4,064.25
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State of OK

Exhibit A
LEGAL DESCRIPTION

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 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.

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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Exhibit B
PERMITTED EXCEPTIONS

1. Ad valorem taxes for 2026 and subsequent years, not yet due and payable.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. All interest in and to all oil, gas, coal, metallic ores and other minerals in and under and that may be produced from insured premises, and all rights, interests and estates of whatsoever nature incident to or growing out of said outstanding minerals.
5. Statutory Roadway Easement in favor of the State of Oklahoma across all section lines.
6. Easement in favor of Skelly Oil Company recorded in Book 258, Page 230.
7. Right of Way in favor of Arkansas Louisiana Gas Company recorded in Book 265, Page 607.
8. Right of Way in favor of Arkansas Louisiana Gas Company recorded in Book 265, Page 609.
9. Right of Way in favor of Public Service Company of Oklahoma recorded in Book 268, Page 30.
10. Right of Way in favor of Public Service Company of Oklahoma recorded in Book 276, Page 345.
11. Report of Commissioners recorded in Book 287, Page 39.
12. Easement in favor of Western Farmers Electric Cooperative recorded in Book 520, Page 249.
13. Easement in favor of Western Farmers Electric Cooperative recorded in Book 520, Page 313.
14. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 995, Page 78.
15. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 995, Page 82.
16. Surface Site Easement in favor of Enogex Gas Gathering LLC recorded in Book 1553, Page 43.
17. Right of Way in favor of MarkWest Oklahoma Gas Company recorded in Book 1559, Page 346.
18. Right of Way in favor of Newfield Exploration Mid-Continent Inc. recorded in Book 1565, Page 680.
19. Right of Way in favor of Sedna Energy, Inc. recorded in Book 1568, Page 387.
20. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 1581, Page 342.
21. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 1584, Page 740.
22. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 1584, Page 744.
23. Right of Way in favor of Newfield Exploration Mid-Continent Inc. recorded in Book 1588, Page 542.
24. Right of Way in favor of Newfield Exploration Mid-Continent Inc. recorded in Book 1588, Page 544.
25. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 1604, Page 141.
26. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 1604, Page 144.
27. Right of Way in favor of Public Service Company of Oklahoma recorded in Book 1633, Page 493.
28. Right of Way in favor of Public Service Company of Oklahoma recorded in Book 1633, Page 496.
29. Right of Way in favor of MarkWest Oklahoma Gas Company recorded in Book 1654, Page 180.
30. Surface Easement Consideration Agreement in favor of MarkWest Oklahoma Gas Company LLC recorded in Book 1654, Page 200.
31. Surface Easement Consideration Agreement in favor of MarkWest Oklahoma Gas Company LLC recorded in Book 1663, Page 347.
32. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 1709, Page 339.
33. Surface Lease Agreement in favor of MarkWest Oklahoma Gas Company LLC recorded in Book 1722, Page 200.
34. Right of Way in favor of Enogex Gas Gathering, LLC recorded in Book 1744, Page 43.
35. Right of Way in favor of Enogex Gas Gathering LLC recorded in Book 2043, Page 380.
36. Right of Way in favor of Enogex Gas Gathering LLC recorded in Book 2043, Page 384.

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Fee: \$30.00 Doc: \$4,064.25
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State of OK

37. Any rights, interests or claims which may exist or arise by reason of the following matters disclosed by the ALTA/NSPS Land Title Survey dated February 6, 2026, prepared by Stephen Johnson, Professional Land Surveyor No. 1351, for Centerline, under Project/Job No. 25-12-2087:
- i. Overhead electric lines without the benefit of an easement across subject property. {shown as Tract 1 on survey)
 - ii. Fences inset and offset property lines throughout the subject property.
 - iii. Wellheads without the benefit of an easement throughout the subject property. (shown as Tract 1 on survey)
 - iv. Tank batteries and concrete pads without the benefit of an easement throughout the subject property. {shown as Tract 1 on survey)
 - v. Fence inset and offset boundary lines of easement filed Book 1553, Page 43. (shown as Tract 1 on survey)

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 Fee: \$30.00 Doc: \$4,064.25
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 State of OK

AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: BUSINESS OR TRUST

STATE OF OKLAHOMA)
)
COUNTY OF PITTSBURG) SS.

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA.

Before me, the undersigned Rhett Bennett (the "Affiant"), who, having been first duly sworn, deposes and states:

I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.

I am the 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 (referred to herein as the "Entity"). I am duly authorized to record this Affidavit on behalf of the Entity, which is taking title to the real property identified in the Deed to which this Affidavit is attached (the "Property"), and to bind the Entity for the consequences of any false statements in this Affidavit.

This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.

The Entity acquired title to the Property in compliance with the requirements of 60 O.S. § 121 and no funding source was used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.

If the Entity is a trust, its grantor(s), trustees and all direct and contingent beneficiaries are United States citizens or bona fide residents of the State of Oklahoma. If the Entity is a business, its direct and indirect owner(s) is/are United States citizens(s) or bona fide residents of the State of Oklahoma.

I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being

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liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

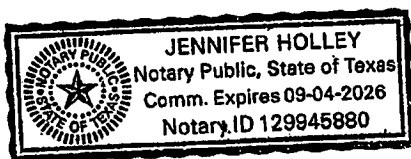
BLACK MOUNTAIN ENERGY STORAGE II LLC,
a Texas limited liability company

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

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

STATE OF TEXAS)
) ss:
COUNTY OF TARRANT)

This instrument was acknowledged before me on April 1, 2026, by Rhett Bennett, 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
My Commission Expires: 09-04-2026
Commission # 129945880

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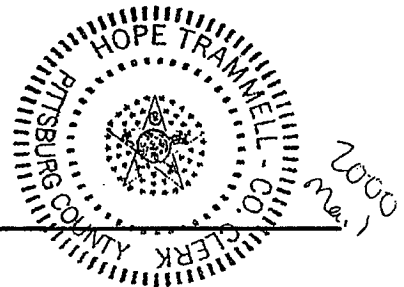
TREASURER'S ENDORSEMENTS
I hereby certify that I received \$ 2,400.00
and issued receipt # 1286 therefore in
payment of Mortgage Tax on the within Mortgage,
this 6 day of April, 2026
JENNIFER LENOX-HACKLER, Pittsburg Cnty., Treas.
By CS Deputy

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.

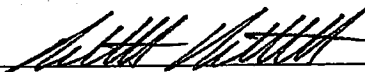
[Signatures to follow]

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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

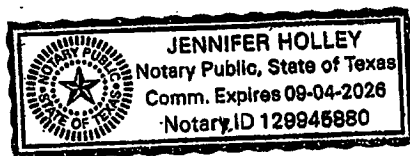
By: BMES II HOLDINGS LLC, a Delaware limited liability company, its sole managing member

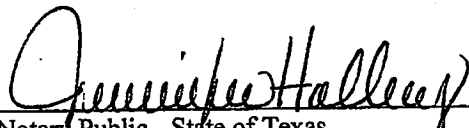
By: 
Rhett Bennett, Director

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;

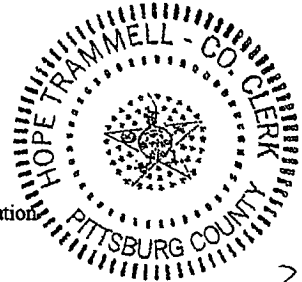
THENCE S. 1°09'56" E. 666.18 feet to a 1/2 Inch Iron Rod with Cap set in the South line of said NW/4 of said Section 33, same being the Southeast corner of said SW/4 of the SW/4 of the NW/4 of said Section 33;

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.

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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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:

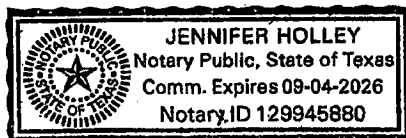
Black Mountain Energy Storage II LLC, a Texas limited liability company
By: BMES II HOLDINGS LLC, a Delaware limited liability company, its sole managing member

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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Fee: \$60.00 Doc: \$0.00
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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.



Tract No. 48
9/24/2025 Sale
Lease No. EL-32115

Chicago Title Oklahoma
210 Park Ave, Ste 210
Oklahoma Tower
Oklahoma City, OK 73102
File #: 11070750246

I-2026-003321 Book 2835 Pg 564
04/16/2026 8:12am Pg 0564-0567
Fee: \$24.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK *HT*

CLO Form 7-1 (revised May 12, 1998)
Replaces CLO Form 7-1 dated July 1, 1995

THE STATE OF OKLAHOMA

OIL AND GAS MINING LEASE

(3 YEAR PAID-UP LEASE)

This lease is made and entered into in duplicate, on 9/29/2025 by and between the Commissioners of the Land Office of the State of Oklahoma, acting for and on behalf of the State of Oklahoma, parties of the first part, hereinafter designated as Lessor, and **BLACK MOUNTAIN ENERGY STORAGE II LLC**, party of the second part, hereinafter designated as Lessee, whose post office address is 425 HOUSTON ST. STE 400 FORT WORTH, TX 76102. (The post office address of Lessee for all purposes hereunder shall be as stated until Lessor has received written notice of a change thereof.)

UNDER AND PURSUANT TO THE PROVISIONS OF THE CONSTITUTION AND LAWS OF THE STATE OF OKLAHOMA RELATING TO LEASING SCHOOL AND OTHER PUBLIC LANDS BELONGING TO THE STATE OF OKLAHOMA, WITNESSETH:

1. The Lessor acknowledges receipt of the amount of \$104,000.00 Dollars, paid as Lease bonus; plus the additional payment of \$80.00, which constitutes payment in full of all Delay Rentals. Lessor, in consideration of said sums, the royalties to be paid, and the covenants, stipulations and conditions to be observed and performed as herein set forth, does hereby demise, lease and let unto the Lessee for a: primary term of three (3) years from the date hereof and as hereinafter extended, the following described tract(s) of land situated in the County of PITTSBURG, in the State of Oklahoma, to wit:

E/2 NE/4 (1/2 M.R.), Sec. 34-03N-13E1M

Containing 80.00 acres, more or less, and does hereby grant to the Lessee the exclusive right and privilege to prospect and drill for, mine and extract all of the oil and natural gas deposits in or under said land, together with the right to pipe, store, and remove oil and natural gas and, subject to the terms of paragraph 11, below, to occupy and use only so much of the surface of said land as may reasonably be necessary to carry on the work of prospecting for, extracting, piping, storing, and removing such oil, distillate, and natural gas. Also the right to obtain from wells or other sources on said land by means of pipelines or otherwise a sufficient supply of water to carry on said operations, except the private wells or surface water of the surface owner or Lessee, and also the right to use, free of cost, oil, gas and casing head gas for fuel so far as necessary to the development and operation of said property.

2. The Lessee hereby agrees to deliver or cause to be delivered to the Commissioners of the Land Office of the State of Oklahoma, or their successors, without cost into pipelines, a royalty of three-sixteenths (3/16) part of the oil or gas produced from the leased premises and a three-sixteenths (3/16) part of all casing head or drip gas or gasoline or other hydrocarbon substances produced from any well or wells on said premises, or in lieu thereof, pay to Lessor the market value thereof, as the Commissioners may elect. The Lessee shall furnish to the Lessor certified copies of gauge tickets, sales, shipments and amounts of gross production, at its office in Oklahoma City, Oklahoma. Gas is to be metered on the premises in accordance with the Laws of the State of Oklahoma and the rules of the Oklahoma Corporation Commission.

3. If operations for the drilling of a well for oil and gas are not commenced on said land on or before three years from date hereof, this lease shall terminate as to both parties. Operations for the drilling of a well are deemed to have commenced when a drilling rig is on location and conducting continuous drilling operations; however, said operations for the drilling of a well may, for good cause shown, be extended by the Lessor, for an additional thirty (30) days beyond the primary term of this lease, if Lessee submits a written request for the same before the end of the primary term.

4. In addition to the bonus, this lease shall have a Delay Rental payment of \$1.00 per acre, per year for the last two years of the primary term of the lease. These Delay Rentals shall be paid, in full, at the time the lease is paid, and shall be received by Lessor before the lease is issued. For the purpose of the calculation of rental payments, the acreage listed in paragraph (1) shall be controlling.

5. (A) It is expressly agreed that if Lessee shall commence drilling operations at any time during the primary term of this lease, the lease shall remain in force and its term shall continue so long as such operations are diligently prosecuted and, if production results therefrom, then this lease shall be extended as to the stratigraphic equivalent of the producing intervals, if unspaced, and/or the producing common sources of supply, as spaced, as long as production in paying quantities continues; provided that if a gas well is completed and shut-in for lack of a market, Lessee shall pay annually on or before the anniversary date next ensuing, the sum of One Dollar (\$1.00) per acre for the first year, and Three Dollars (\$3.00) per acre for every year thereafter. It is expressly agreed that this lease shall terminate as to all non-producing intervals, if unspaced, and all non-producing common sources of supply, as spaced, at the expiration of the primary term of this lease.

5. (B) Within the last six (6) months before the end of the primary term, Lessee shall have the option to extend the lease, as to all non-producing intervals, if unspaced, and/or all non-producing common sources of supply, as spaced, above the said deepest producing interval or deepest producing common source of supply, in exchange for a payment equal to 50% of the original bonus paid for this lease. Said payment shall be made to Lessor, during office hours, at its office in Oklahoma City, Oklahoma, and if not paid by the end of the primary term, this option shall terminate. However, said option may, for good cause shown, be extended by the Lessor, beyond the primary term, if the Lessee submits a written request for the same before the end of said primary term. If this option is exercised by the Lessee, its successors and assigns, it shall terminate by the cessation of production in paying quantities or by other just cause.

6. Lessee will supply Lessor with a notice of intention to drill, such notice to be sent to Lessor's office in Oklahoma City, Oklahoma, at least five (5) days prior to commencement of operations, unless a lesser time is agreed to, in writing, by Lessor. Lessee additionally will file with Lessor a copy of the Oklahoma Corporation Commission Completion Report and of the Oklahoma Corporation Commission Plugging Report for each well in a unit of which this lease is a part, immediately upon preparation.

7. Lessee shall exercise diligence in sinking wells for oil and natural gas on the land covered by this lease, and shall drill a sufficient number of wells to directly offset the wells upon adjoining contiguous premises, said offset wells to be commenced within sixty (60) days after commencement of marketing of production from the well upon such adjoining contiguous premises unless a longer time is agreed to in writing by the Lessor, and to be prosecuted diligently and continuously until completed. The said Lessee shall operate the leased premises for the production of oil and gas to the same extent as individual and corporate premises are being operated within the general oil and gas fields where such land is located. Failure to faithfully comply with either of these provisions shall be cause for cancellation of this lease.

8. Lessee shall carry on the development and/or operation of this lease in a workmanlike manner, and shall not commit, or suffer to be committed, waste or pollution upon the lands in his occupancy and use. Lessee shall preserve the lands, and upon the termination of this lease, promptly surrender and return the premises to the Lessor. Lessee shall bury and maintain all pipelines below thirty (30) inches unless written permission to bury pipelines at a shallower depth is obtained from the Commissioners of the Land Office, pursuant to their rules and regulations. Lessee shall obtain the consent of the Lessor on the location of any tank batteries and/or lease roads, which consent will not be unreasonably denied.

9. All pipe, casing, equipment and incidentals of exploration, drilling and production shall remain the property of the Lessee, and may be removed at any time prior to or upon the termination of the lease; and the Lessee shall not permit any nuisance to be maintained on the premises; and shall not use said premises for any purposes other than those authorized in the lease. Before abandoning any well, Lessee shall securely plug the same in accordance with the rules and regulations of the Oklahoma Corporation Commission and the laws of the State of Oklahoma.

10. The Lessee shall keep an accurate account of all oil and gas mining operations, including but not limited to the following: a log of each well drilled, duly sworn to by the contractor or driller; original gas sales contracts with amendments; gas balancing agreements and schedules; information concerning litigation, settlement agreements, or other agreements relating to sales and pricing of gas and oil. All information concerning the operation and management of the lease, including but not limited to the above, shall be furnished to the Commissioners of the Land Office or their representative on demand. The Lessee shall also keep an accurate account showing the sales, prices, dates, purchases, and the whole amount of oil and gas mined or removed, and all sums due as royalties shall be a lien upon the implements, tools and movable machinery or personal chattels used in operating said property, and also upon the unsold oil and gas obtained from the land herein leased as security for the payment of said royalties.

11. The Lessee shall compensate the Lessor, certificate of purchase holder and/or surface lessee of the Commissioners of the Land Office for their respective interests as affected by Lessee's oil and gas mining operations. Landowners' compensation shall be established by determining the comparable rate of compensation for similar oil and gas drilling and related activities, considering any special attributes to the property. In the event the amount of compensation cannot be agreed upon, it shall be determined as provided by law. If compensation to Lessor is not paid in a timely manner, the amount may be recovered from Lessee.

12. This lease shall be subject to the Constitution and laws of the State of Oklahoma and the rules and regulations of the Commissioners of the Land Office now or hereafter in force relative to such leases, all of which are made a part and condition of this lease; provided, that no regulation made after the execution of this lease affecting either the length of the term hereof, the rate of royalty, or payment hereunder, or the assignment hereof, shall operate to alter the terms and conditions of this lease.

13. Before this lease shall be in force and effect the Lessee and assigns shall pay a one-time Performance Fee pursuant to Commissioners of the Land Office rules and regulations. Failure to comply with this requirement shall be cause for cancellation of this lease.

14. No transfer or assignment of this lease, or any part thereof, shall be valid, or convey any right to the assignee without the consent in writing of the Commissioners of the Land Office.

15. Upon the violation of any substantial terms or conditions of this lease, the Commissioners of the Land Office shall have the right at any time to declare this lease null and void after hearing upon thirty (30) days notice, by registered mail to the last known address of Lessee, specifying the terms or conditions violated; provided any person affected thereby may appeal in the manner provided by law; and the said Commissioners for and on behalf of the State of Oklahoma, shall be entitled to recover from the Lessee, all royalties, charges, claims of every kind and nature due and owing and accruing and arising out of and by reason of this lease, upon failure to comply with the provisions thereof, and to take immediate possession of the land.

16. The Lessee may at any time hereafter surrender and wholly terminate all of any part of this lease upon payment of all liabilities then accrued and due hereunder, and may exercise such right by filing a formal relinquishment and release of the said lease with the Secretary to the Commissioners of the Land Office, and Lessee specifically agrees to release this lease upon expiration, provided that if such lease has been recorded in the county, the release thereof must be recorded in the county prior to filing with the Secretary to the Commissioners of the Land Office.

17. If Lessor herein owns a lesser interest in the minerals in the described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion which its mineral interest ownership bears to the entire and undivided fee estate.

18. Lessor makes no representation or warranty whatsoever with respect to its title to the lands leased hereby and Lessee shall be solely responsible for satisfying itself with respect to the ownership of such lands. References to surface ownership herein shall be applicable only as to that portion of the surface estate which is owned by the Lessor.

I-2026-003321 Book 2835 Pg 565
04/16/2026 8:12am Pg 0564-0567
Fee: \$24.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

7. Lessee shall exercise diligence in sinking wells for oil and natural gas on the land covered by this lease, and shall drill a sufficient number of wells to directly offset the wells upon adjoining contiguous premises, said offset wells to be commenced within sixty (60) days after commencement of marketing of production from the well upon such adjoining contiguous premises unless a longer time is agreed to in writing by the Lessor, and to be prosecuted diligently and continuously until completed. The said Lessee shall operate the leased premises for the production of oil and gas to the same extent as individual and corporate premises are being operated within the general oil and gas fields where such land is located. Failure to faithfully comply with either of these provisions shall be cause for cancellation of this lease.

8. Lessee shall carry on the development and/or operation of this lease in a workmanlike manner, and shall not commit, or suffer to be committed, waste or pollution upon the lands in his occupancy and use. Lessee shall preserve the lands, and upon the termination of this lease, promptly surrender and return the premises to the Lessor. Lessee shall bury and maintain all pipelines below thirty (30) inches unless written permission to bury pipelines at a shallower depth is obtained from the Commissioners of the Land Office, pursuant to their rules and regulations. Lessee shall obtain the consent of the Lessor on the location of any tank batteries and/or lease roads, which consent will not be unreasonably denied.

9. All pipe, casing, equipment and incidentals of exploration, drilling and production shall remain the property of the Lessee, and may be removed at any time prior to or upon the termination of the lease; and the Lessee shall not permit any nuisance to be maintained on the premises; and shall not use said premises for any purposes other than those authorized in the lease. Before abandoning any well, Lessee shall securely plug the same in accordance with the rules and regulations of the Oklahoma Corporation Commission and the laws of the State of Oklahoma.

10. The Lessee shall keep an accurate account of all oil and gas mining operations, including but not limited to the following: a log of each well drilled, duly sworn to by the contractor or driller; original gas sales contracts with amendments; gas balancing agreements and schedules; information concerning litigation, settlement agreements, or other agreements relating to sales and pricing of gas and oil. All information concerning the operation and management of the lease, including but not limited to the above, shall be furnished to the Commissioners of the Land Office or their representative on demand. The Lessee shall also keep an accurate account showing the sales, prices, dates, purchases, and the whole amount of oil and gas mined or removed, and all sums due as royalties shall be a lien upon the implements, tools and movable machinery or personal chattels used in operating said property, and also upon the unsold oil and gas obtained from the land herein leased as security for the payment of said royalties.

11. The Lessee shall compensate the Lessor, certificate of purchase holder and/or surface lessee of the Commissioners of the Land Office for their respective interests as affected by Lessee's oil and gas mining operations. Landowners' compensation shall be established by determining the comparable rate of compensation for similar oil and gas drilling and related activities, considering any special attributes to the property. In the event the amount of compensation cannot be agreed upon, it shall be determined as provided by law. If compensation to Lessor is not paid in a timely manner, the amount may be recovered from Lessee.

12. This lease shall be subject to the Constitution and laws of the State of Oklahoma and the rules and regulations of the Commissioners of the Land Office now or hereafter in force relative to such leases, all of which are made a part and condition of this lease; provided, that no regulation made after the execution of this lease affecting either the length of the term hereof, the rate of royalty, or payment hereunder, or the assignment hereof, shall operate to alter the terms and conditions of this lease.

13. Before this lease shall be in force and effect the Lessee and assigns shall pay a one-time Performance Fee pursuant to Commissioners of the Land Office rules and regulations. Failure to comply with this requirement shall be cause for cancellation of this lease.

14. No transfer or assignment of this lease, or any part thereof, shall be valid, or convey any right to the assignee without the consent in writing of the Commissioners of the Land Office.

15. Upon the violation of any substantial terms or conditions of this lease, the Commissioners of the Land Office shall have the right at any time to declare this lease null and void after hearing upon thirty (30) days notice, by registered mail to the last known address of Lessee, specifying the terms or conditions violated; provided any person affected thereby may appeal in the manner provided by law; and the said Commissioners for and on behalf of the State of Oklahoma, shall be entitled to recover from the Lessee, all royalties, charges, claims of every kind and nature due and owing and accruing and arising out of and by reason of this lease, upon failure to comply with the provisions thereof, and to take immediate possession of the land.

16. The Lessee may at any time hereafter surrender and wholly terminate all of any part of this lease upon payment of all liabilities then accrued and due hereunder, and may exercise such right by filing a formal relinquishment and release of the said lease with the Secretary to the Commissioners of the Land Office, and Lessee specifically agrees to release this lease upon expiration, provided that if such lease has been recorded in the county, the release thereof must be recorded in the county prior to filing with the Secretary to the Commissioners of the Land Office.

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18. Lessor makes no representation or warranty whatsoever with respect to its title to the lands leased hereby and Lessee shall be solely responsible for satisfying itself with respect to the ownership of such lands. References to surface ownership herein shall be applicable only as to that portion of the surface estate which is owned by the Lessor.

I-2026-003321 Book 2835 Pg 566
04/16/2026 8:12am Pg 0564-0567
Fee: \$24.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

I-2026-003321 Book 2835 Pg 567
04/16/2026 8:12am Pg 0564-0567
Fee: \$24.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

IN WITNESS WHEREOF, the parties hereunto subscribed their signatures on the day and year first above written.

COMMISSIONERS OF THE LAND OFFICE
OF THE STATE OF OKLAHOMA

By: [Signature]
Dan Whitmarsh, Secretary

ATTEST:

BLACK MOUNTAIN ENERGY STORAGE II LLC
(Lessee)

Secretary

By: [Signature]

ACKNOWLEDGEMENT FOR CLO SECRETARY

State of Oklahoma)
County of Oklahoma) §

Personally appeared before me, the undersigned Notary Public, within and for said County and State, Dan Whitmarsh, to me known to be the person who subscribed the name of the Commissioners of the Land Office of the State of Oklahoma, to the foregoing Instrument, as its Secretary, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such Commissioners of the Land Office for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal on this 18th day of Nov, 2026.

My Commission Expires: June 3, 2029
Commission No. 090044685

[Signature]
Ginny Rhodes, Notary Public



ACKNOWLEDGEMENT FOR INDIVIDUAL

State of _____)
County of _____) §

This instrument was acknowledged before me on _____
by _____.

My Commission Expires: _____

Notary Public

Title

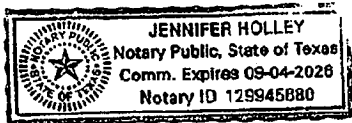
ACKNOWLEDGEMENT FOR CORPORATION

State of Texas)
County of Tarrant) §

This instrument was acknowledged before me on November 11, 2025
by Rhett Bennett.

Its CEO President/Attorney-in-Fact of
Black Mountain Energy Storage II LLC, a Texas LLC
(Company Name)

My Commission Expires: 09-04-2026



[Signature]
Notary Public
Notary Public - State of Texas

Title



Tract No. 49
9/24/2025 Sale
Lease No. EI-32116

Chicago Title Oklahoma
210 Park Ave, Ste 210
Oklahoma Tower
Oklahoma City, OK 73102
File #: 71070250246

I-2026-003322 Book 2835 Pg 568
04/16/2026 8:12am Pg 0568-0571
Fee: \$24.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK *HTA*

CLO Form 7-1 (revised May 12, 1998)
Replaces CLO Form 7-1 dated July 1, 1995

THE STATE OF OKLAHOMA

OIL AND GAS MINING LEASE

(3 YEAR PAID-UP LEASE)

This lease is made and entered into in duplicate, on 9/29/2025 by and between the Commissioners of the Land Office of the State of Oklahoma, acting for and on behalf of the State of Oklahoma, parties of the first part, hereinafter designated as Lessor, and BLACK MOUNTAIN ENERGY STORAGE II LLC, party of the second part, hereinafter designated as Lessee, whose post office address is 425 HOUSTON ST. STE 400 FORT WORTH, TX 76102. (The post office address of Lessee for all purposes hereunder shall be as stated until Lessor has received written notice of a change thereof.)

UNDER AND PURSUANT TO THE PROVISIONS OF THE CONSTITUTION AND LAWS OF THE STATE OF OKLAHOMA RELATING TO LEASING SCHOOL AND OTHER PUBLIC LANDS BELONGING TO THE STATE OF OKLAHOMA, WITNESSETH:

1. The Lessor acknowledges receipt of the amount of \$169,000.00 Dollars, paid as Lease bonus; plus the additional payment of \$130.00, which constitutes payment in full of all Delay Rentals. Lessor, in consideration of said sums, the royalties to be paid, and the covenants, stipulations and conditions to be observed and performed as herein set forth, does hereby demise, lease and let unto the Lessee for a primary term of three (3) years from the date hereof and as hereinafter extended, the following described tract(s) of land situated in the County of PITTSBURG, in the State of Oklahoma, to wit:

E/2 NW/4; SW/4 NW/4; S/2 S/2 NW/4 NW/4 (1/2 M.R.), Sec. 35-03N-13E1M

Containing 130.00 acres, more or less, and does hereby grant to the Lessee the exclusive right and privilege to prospect and drill for, mine and extract all of the oil and natural gas deposits in or under said land, together with the right to pipe, store, and remove oil and natural gas and, subject to the terms of paragraph 11, below, to occupy and use only so much of the surface of said land as may reasonably be necessary to carry on the work of prospecting for, extracting, piping, storing, and removing such oil, distillate, and natural gas. Also the right to obtain from wells or other sources on said land by means of pipelines or otherwise a sufficient supply of water to carry on said operations, except the private wells or surface water of the surface owner or Lessee, and also the right to use, free of cost, oil, gas and casing head gas for fuel so far as necessary to the development and operation of said property.

2. The Lessee hereby agrees to deliver or cause to be delivered to the Commissioners of the Land Office of the State of Oklahoma, or their successors, without cost into pipelines, a royalty of three-sixteenths (3/16) part of the oil or gas produced from the leased premises and a three-sixteenths (3/16) part of all casing head or drip gas or gasoline or other hydrocarbon substances produced from any well or wells on said premises, or in lieu thereof, pay to Lessor the market value thereof, as the Commissioners may elect. The Lessee shall furnish to the Lessor certified copies of gauge tickets, sales, shipments and amounts of gross production, at its office in Oklahoma City, Oklahoma. Gas is to be metered on the premises in accordance with the Laws of the State of Oklahoma and the rules of the Oklahoma Corporation Commission.

3. If operations for the drilling of a well for oil and gas are not commenced on said land on or before three years from date hereof, this lease shall terminate as to both parties. Operations for the drilling of a well are deemed to have commenced when a drilling rig is on location and conducting continuous drilling operations; however, said operations for the drilling of a well may, for good cause shown, be extended by the Lessor, for an additional thirty (30) days beyond the primary term of this lease, if Lessee submits a written request for the same before the end of the primary term.

4. In addition to the bonus, this lease shall have a Delay Rental payment of \$1.00 per acre, per year for the last two years of the primary term of the lease. These Delay Rentals shall be paid, in full, at the time the lease is paid, and shall be received by Lessor before the lease is issued. For the purpose of the calculation of rental payments, the acreage listed in paragraph (1) shall be controlling.

5. (A) It is expressly agreed that if Lessee shall commence drilling operations at any time during the primary term of this lease, the lease shall remain in force and its term shall continue so long as such operations are diligently prosecuted and, if production results therefrom, then this lease shall be extended as to the stratigraphic equivalent of the producing intervals, if unspaced, and/or the producing common sources of supply, as spaced, as long as production in paying quantities continues; provided that if a gas well is completed and shut-in for lack of a market, Lessee shall pay annually on or before the anniversary date next ensuing, the sum of One Dollar (\$1.00) per acre for the first year, and Three Dollars (\$3.00) per acre for every year thereafter. It is expressly agreed that this lease shall terminate as to all non-producing intervals, if unspaced, and all non-producing common sources of supply, as spaced, at the expiration of the primary term of this lease.

5. (B) Within the last six (6) months before the end of the primary term, Lessee shall have the option to extend the lease, as to all non-producing intervals, if unspaced, and/or all non-producing common sources of supply, as spaced, above the said deepest producing interval or deepest producing common source of supply, in exchange for a payment equal to 50% of the original bonus paid for this lease. Said payment shall be made to Lessor, during office hours, at its office in Oklahoma City, Oklahoma, and if not paid by the end of the primary term, this option shall terminate. However, said option may, for good cause shown, be extended by the Lessor, beyond the primary term, if the Lessee submits a written request for the same before the end of said primary term. If this option is exercised by the Lessee, its successors and assigns, it shall terminate by the cessation of production in paying quantities or by other just cause.

6. Lessee will supply Lessor with a notice of intention to drill, such notice to be sent to Lessor's office in Oklahoma City, Oklahoma, at least five (5) days prior to commencement of operations, unless a lesser time is agreed to, in writing, by Lessor. Lessee additionally will file with Lessor a copy of the Oklahoma Corporation Commission Completion Report and of the Oklahoma Corporation Commission Plugging Report for each well in a unit of which this lease is a part, immediately upon preparation.

7. Lessee shall exercise diligence in sinking wells for oil and natural gas on the land covered by this lease, and shall drill a sufficient number of wells to directly offset the wells upon adjoining contiguous premises, said offset wells to be commenced within sixty (60) days after commencement of marketing of production from the well upon such adjoining contiguous premises unless a longer time is agreed to in writing by the Lessor, and to be prosecuted diligently and continuously until completed. The said Lessee shall operate the leased premises for the production of oil and gas to the same extent as individual and corporate premises are being operated within the general oil and gas fields where such land is located. Failure to faithfully comply with either of these provisions shall be cause for cancellation of this lease.

8. Lessee shall carry on the development and/or operation of this lease in a workmanlike manner, and shall not commit, or suffer to be committed, waste or pollution upon the lands in his occupancy and use. Lessee shall preserve the lands, and upon the termination of this lease, promptly surrender and return the premises to the Lessor. Lessee shall bury and maintain all pipelines below thirty (30) inches unless written permission to bury pipelines at a shallower depth is obtained from the Commissioners of the Land Office, pursuant to their rules and regulations. Lessee shall obtain the consent of the Lessor on the location of any tank batteries and/or lease roads, which consent will not be unreasonably denied.

9. All pipe, casing, equipment and incidentals of exploration, drilling and production shall remain the property of the Lessee, and may be removed at any time prior to or upon the termination of the lease; and the Lessee shall not permit any nuisance to be maintained on the premises; and shall not use said premises for any purposes other than those authorized in the lease. Before abandoning any well, Lessee shall securely plug the same in accordance with the rules and regulations of the Oklahoma Corporation Commission and the laws of the State of Oklahoma.

10. The Lessee shall keep an accurate account of all oil and gas mining operations, including but not limited to the following: a log of each well drilled, duly sworn to by the contractor or driller; original gas sales contracts with amendments; gas balancing agreements and schedules; information concerning litigation, settlement agreements, or other agreements relating to sales and pricing of gas and oil. All information concerning the operation and management of the lease, including but not limited to the above, shall be furnished to the Commissioners of the Land Office or their representative on demand. The Lessee shall also keep an accurate account showing the sales, prices, dates, purchases, and the whole amount of oil and gas mined or removed, and all sums due as royalties shall be a lien upon the implements, tools and movable machinery or personal chattels used in operating said property, and also upon the unsold oil and gas obtained from the land herein leased as security for the payment of said royalties.

11. The Lessee shall compensate the Lessor, certificate of purchase holder and/or surface lessee of the Commissioners of the Land Office for their respective interests as affected by Lessee's oil and gas mining operations. Landowners' compensation shall be established by determining the comparable rate of compensation for similar oil and gas drilling and related activities, considering any special attributes to the property. In the event the amount of compensation cannot be agreed upon, it shall be determined as provided by law. If compensation to Lessor is not paid in a timely manner, the amount may be recovered from Lessee.

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14. No transfer or assignment of this lease, or any part thereof, shall be valid, or convey any right to the assignee without the consent in writing of the Commissioners of the Land Office.

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18. Lessor makes no representation or warranty whatsoever with respect to its title to the lands leased hereby and Lessee shall be solely responsible for satisfying itself with respect to the ownership of such lands. References to surface ownership herein shall be applicable only as to that portion of the surface estate which is owned by the Lessor.

I-2026-003322 Book 2835 Pg 569
04/16/2026 8:12am Pg 0568-0571
Fee: \$24.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

7. Lessee shall exercise diligence in sinking wells for oil and natural gas on the land covered by this lease, and shall drill a sufficient number of wells to directly offset the wells upon adjoining contiguous premises, said offset wells to be commenced within sixty (60) days after commencement of marketing of production from the well upon such adjoining contiguous premises unless a longer time is agreed to in writing by the Lessor, and to be prosecuted diligently and continuously until completed. The said Lessee shall operate the leased premises for the production of oil and gas to the same extent as individual and corporate premises are being operated within the general oil and gas fields where such land is located. Failure to faithfully comply with either of these provisions shall be cause for cancellation of this lease.

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I-2026-003322 Book 2835 Pg 570
04/16/2026 8:12am Pg 0568-0571
Fee: \$24.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

I-2026-003322 Book 2835 Pg 571
04/16/2026 8:12am Pg 0568-0571
Fee: \$24.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

IN WITNESS WHEREOF, the parties hereunto subscribed their signatures on the day and year first above written.

COMMISSIONERS OF THE LAND OFFICE
OF THE STATE OF OKLAHOMA

By: [Signature]
Dan Whitmarsh, Secretary

ATTEST:

BLACK MOUNTAIN ENERGY STORAGE II LLC
(Lessee)

Secretary

By: [Signature]

ACKNOWLEDGEMENT FOR CLO SECRETARY

State of Oklahoma)
) s
County of Oklahoma)

Personally appeared before me, the undersigned Notary Public, within and for said County and State, Dan Whitmarsh, to me known to be the person who subscribed the name of the Commissioners of the Land Office of the State of Oklahoma, to the foregoing instrument, as its Secretary, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such Commissioners of the Land Office for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal on this 18th day of Nov, 2025.



My Commission Expires: June 3, 2029
Commission No. 090044685

[Signature]
Ginny Rhodes, Notary Public

ACKNOWLEDGEMENT FOR INDIVIDUAL

State of _____)
) s
County of _____)

This instrument was acknowledged before me on _____
by _____.

My Commission Expires: _____

Notary Public

Title

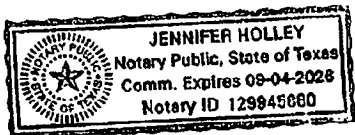
ACKNOWLEDGEMENT FOR CORPORATION

State of Texas)
) s
County of Tarrant)

This instrument was acknowledged before me on November 11, 2025
by Rhett Bennett

Its CEO President/Attorney-In-Fact of
Black Mountain Energy Storage II, LLC, a Texas LLC
(Company Name)

My Commission Expires: 09-04-2026



[Signature]
Notary Public
Notary Public - State of Texas
Title



I-2026-005838 Book 2850 Pg 316
06/23/2026 2:55pm Pg 0316-0317
Fee: \$20.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

RETURN AFTER RECORDING TO:

Chicago Title Oklahoma
Attn.: Kevin O'Shields
210 Park Avenue, Suite 210
Oklahoma City, OK 73102

Submitted for recording:
Chicago Title Oklahoma
210 Park Ave., Suite 210
Oklahoma City, OK 73102
File #710702401053

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RELEASE OF MEMORANDUM OF OPTION AGREEMENT

(Pittsburg County)

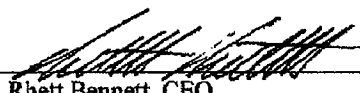
THIS RELEASE OF MEMORANDUM OF OPTION AGREEMENT ("Release") is executed and delivered by Black Mountain Energy Storage II LLC, a Texas limited liability company, as Assignee, under that certain Memorandum of Option Agreement dated August 28, 2025, and recorded on September 16, 2025, at Book 2971, Page 189, Pittsburg County, Oklahoma (the "Memorandum").

NOW THEREFORE, Assignee hereby releases, waives and terminates the Memorandum with respect to the property described on Exhibit "A" hereto ("Property"), it hereby being agreed and understood that, from and after the date hereof, Assignee shall have no interest in the Property.

EXECUTED this 8 day of April 2026.

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

By:


Rhett Bennett, CEO

STATE OF TEXAS

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COUNTY OF TARRANT

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This instrument was acknowledged before me on the 8th day of April 2026, by Rhett Bennett, as CEO of Black Mountain Energy II LLC, a Texas limited liability company, on behalf of said limited liability company.



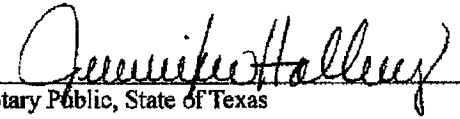

Notary Public, State of Texas

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

A tract in the North Half (N/2) of Section Thirty-four (34), Township Three (3) North, Range Thirteen (13) East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma, more particularly described as follows:

COMMENCING at the Northwest Corner of Section Thirty-four (34);

Thence South 1320.00 feet along the West Line of Section Thirty-four (34) to the Southwest Corner of the Northwest Quarter of the Northwest Quarter (NW/4 NW/4);

Thence East along the South Line of the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) a distance of 465.04 feet, more or less, to the East Right-of-Way Line of the County Gravel Road for a TRUE POINT OF BEGINNING;

Thence N39°13'01"E along the Easterly Right-of-Way Line of the Road a distance of 1342.92 feet;

Thence N89°59'03"E a distance of 1843.99 feet to the Westerly Right-of-Way Line of the MK & T Railroad;

Thence S29°33'58"W a distance of 2713.90 feet to a Point on the South Line of the Northwest Quarter (NW/4);

Thence West along the South Line of the Northwest Quarter (NW/4) a distance of 1207.13 feet, more or less, to the Southwest Corner of the East Half of the Southwest Quarter of the Northwest Quarter (E/2 SW/4 NW/4);

Thence North a distance of 1320.00 feet along the West Line of the East Half of the Southwest Quarter of the Northwest Quarter (E/2 SW/4 NW/4);

Thence West along the South Line of the West Half of the Northwest Quarter of the Northwest Quarter (W/2 NW/4 NW/4) a distance of 143.88 feet to the POINT OF BEGINNING.