



Submitted for recording:
Chicago Title Oklahoma
210 Park Ave., Suite 210
Oklahoma City, OK 73102
File #710702500296

I-2025-009031 Book 2801 Pg 331
10/21/2025 2:17pm Pg 0331-0333
Fee: \$22.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK JK

ASSIGNMENT OF MEMORANDUM OF PURCHASE AND SALE AGREEMENT

This ASSIGNMENT OF MEMORANDUM OF PURCHASE AND SALE AGREEMENT (this "Assignment of Memorandum") is made as of October 16, 2025, by Black Mountain Energy Storage II LLC, a Texas limited liability company ("Assignor"), in favor of Emerald ProjectCo Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Robert Weaver and Deborah Weaver as Trustees of The Robert Weaver and Deborah Weaver Revocable Trust ("Owner") entered into that certain Purchase and Sale Agreement dated March 24, 2025 (as amended, modified or supplemented from time to time, the "Agreement"), with respect to certain real property located in Pittsburg County, Oklahoma, as more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes, and evidenced by that certain Memorandum of Purchase and Sale Agreement dated March 24, 2025, recorded on June 17, 2025, under Instrument No. I-2025-004847, Book 2773, Page 787, in the Deed Records of Pittsburg County, Oklahoma (the "Assigned Memorandum");

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated October 12, 2025, between Assignor and Assignee (as amended or assigned, hereinafter referred to as the "Contract"), Assignor has sold and conveyed to Assignee all of Assignor's right, title and interest under the Agreement to Assignee, and Assignee desires to acquire all such right, title and interest of Assignor under the Agreement, subject to the terms and conditions thereof; and

WHEREAS, Assignor wishes to assign the Assigned Memorandum to Assignee, as further described herein.

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment of the Memorandum.** Assignor hereby transfers, grants, conveys, assigns, and delivers to Assignee all of Assignor's rights and obligations under the Assigned Memorandum.
2. **Counterparts.** This Assignment of Memorandum may be executed in separate counterparts with separate signature pages, all of which when taken together shall constitute one instrument.
3. **Further Assurances.** The parties hereto agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment of Memorandum.
4. **Governing Law.** This Assignment of Memorandum shall be governed by and construed in accordance with the Laws of the State of Oklahoma, without giving effect to any conflict or choice of law provision that would result in the application of another state's law.
5. **Successors and Assigns.** This Assignment of Memorandum is a covenant running with the land and shall be binding upon and inure to the benefit of Assignor and each Assignee and their respective successors and permitted assigns.
6. **Reassignment Upon Failure to Satisfy Contract Obligations.** Notwithstanding anything to the contrary herein, this Assignment of Memorandum to Assignee is and shall remain expressly subject to the terms and conditions of the Contract, including any provisions therein requiring the reassignment, reconveyance or return of the Assigned Memorandum to Assignor upon the occurrence of specified events under the Contract.

STATE of OKLAHOMA
COUNTY of PITTSBURG

I, Hope Trammell, County Clerk in & for said County & State do hereby certify that this instrument is a true, complete & correct copy as the same appears on record in my office under Book 2801 Page 331-333. Witness my hand and official seal at McAlester in said County and State this 11th day of Sept 2026.

By Monica Sennet
Deputy

Hope Trammell
County Clerk

IN WITNESS WHEREOF, each party hereto has caused this Assignment of Memorandum to be executed on its behalf by its duly authorized officer, as of the date first above written.

I-2025-009031 Book 2801 Pg 332
10/21/2025 2:17pm Pg 0331-0333
Fee: \$22.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

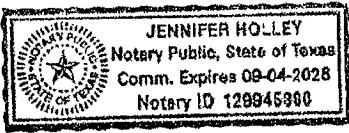
ASSIGNOR:

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

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

STATE OF TEXAS §
COUNTY OF Tarrant §

This instrument was acknowledged before me on this 14th day of October, 2025, by Rhett Bennett CEO of Black Mountain Energy Storage II LLC, a Texas limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public in and for the State of Texas

I-2025-009031 Book 2801 Pg 333
10/21/2025 2:17pm Pg 0331-0333
Fee: \$22.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

Exhibit A

LEGAL DESCRIPTION

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 Northwesterly diagonal half of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter (SE/4 SE/4) in Section 35, Township 3 North, Range 13 East, Pittsburg County, Oklahoma.



Submitted for recording:
Chicago Title Oklahoma
210 Park Ave., Suite 210
Oklahoma City, OK 73102
File #710702500090

I-2025-009032 Book 2801 Pg 334
10/21/2025 2:18pm Pg 0334-0336
Fee: \$22.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK JK

ASSIGNMENT OF MEMORANDUM OF PURCHASE AND SALE AGREEMENT

This ASSIGNMENT OF MEMORANDUM OF PURCHASE AND SALE AGREEMENT (this "Assignment of Memorandum") is made as of October 16, 2025, by Black Mountain Energy Storage II LLC, a Texas limited liability company ("Assignor"), in favor of Emerald ProjectCo Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Robert Weaver and Deborah Weaver as Trustees of The Robert Weaver and Deborah Weaver Revocable Trust ("Owner") entered into that certain Purchase and Sale Agreement dated February 28, 2025 (as amended, modified or supplemented from time to time, the "Agreement"), with respect to certain real property located in Pittsburg County, Oklahoma, as more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes, and evidenced by that certain Memorandum of Purchase and Sale Agreement dated February 28, 2025, recorded on June 17, 2025, under Instrument No. I-2025-004848, Book 2773, Page 791, in the Deed Records of Pittsburg County, Oklahoma (the "Assigned Memorandum");

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated October 12, 2025, between Assignor and Assignee (as amended or assigned, hereinafter referred to as the "Contract"), Assignor has sold and conveyed to Assignee all of Assignor's right, title and interest under the Agreement to Assignee, and Assignee desires to acquire all such right, title and interest of Assignor under the Agreement, subject to the terms and conditions thereof; and

WHEREAS, Assignor wishes to assign the Assigned Memorandum to Assignee, as further described herein.

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of the Memorandum. Assignor hereby transfers, grants, conveys, assigns, and delivers to Assignee all of Assignor's rights and obligations under the Assigned Memorandum.
2. Counterparts. This Assignment of Memorandum may be executed in separate counterparts with separate signature pages, all of which when taken together shall constitute one instrument.
3. Further Assurances. The parties hereto agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment of Memorandum.
4. Governing Law. This Assignment of Memorandum shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to any conflict or choice of law provision that would result in the application of another state's law.
5. Successors and Assigns. This Assignment of Memorandum is a covenant running with the land and shall be binding upon and inure to the benefit of Assignor and each Assignee and their respective successors and permitted assigns.
6. Reassignment Upon Failure to Satisfy Contract Obligations. Notwithstanding anything to the contrary herein, this Assignment of Memorandum to Assignee is and shall remain expressly subject to the terms and conditions of the Contract, including any provisions therein requiring the reassignment, reconveyance or return of the Assigned Memorandum to Assignor upon the occurrence of specified events under the Contract.

4923-7142-8722v.5 BLA106/00002

1

STATE of OKLAHOMA
COUNTY of PITTSBURG
I, Hope Trammell, County Clerk in & for said County &
State do hereby certify that this instrument is a true,
complete & correct copy as the same appears on record
in my office under Book 2801 Page 334-336
Witness my hand and official seal at McAlester in said
County and State this 11th day of Sept 2026
HOPE TRAMMELL
By Monica Sennett Hope Trammell
Deputy County Clerk

IN WITNESS WHEREOF, each party hereto has caused this Assignment of Memorandum to be executed on its behalf by its duly authorized officer, as of the date first above written.

ASSIGNOR:

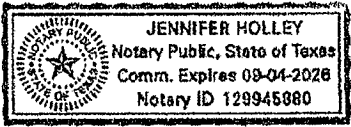
I-2025-009032 Book 2801 Pg 335
10/21/2025 2:18pm Pg 0334-0336
Fee: \$22.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

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

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

STATE OF TEXAS §
COUNTY OF Tarrant §

This instrument was acknowledged before me on this 14th day of October, 2025, by Rhett Bennett CEO of Black Mountain Energy Storage II LLC, a Texas limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public in and for the State of Texas

Exhibit A

LEGAL DESCRIPTION

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-2025-009032 Book 2801 Pg 336
10/21/2025 2:18pm Pg 0334-0336
Fee: \$22.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK



Submitted for recording:
Chicago Title Oklahoma
210 Park Ave., Suite 210
Oklahoma City, OK 73102
File #710702500421

I-2025-009035 Book 2801 Pg 348
10/21/2025 2:20pm Pg 0348-0350
Fee: \$22.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK JK

ASSIGNMENT OF MEMORANDUM OF PURCHASE AND SALE AGREEMENT

This ASSIGNMENT OF MEMORANDUM OF PURCHASE AND SALE AGREEMENT (this "**Assignment of Memorandum**") is made as of October 16, 2025, by Black Mountain Energy Storage II LLC, a Texas limited liability company ("**Assignor**"), in favor of Emerald ProjectCo Inc., a Delaware corporation ("**Assignee**").

WITNESSETH:

WHEREAS, Assignor and John E. Whetsel and Lucille Whetsel ("**Owner**") entered into that certain Purchase and Sale Agreement dated May 1, 2025 (as supplemented by that certain Agreement, dated as of August 18, 2025, and as it may be further amended, modified or supplemented from time to time, the "**Agreement**"), with respect to certain real property located in Pittsburg County, Oklahoma, as more particularly described in **Exhibit A**, attached hereto and incorporated herein for all purposes, and evidenced by that certain Memorandum of Purchase and Sale Agreement dated October 7, 2025, recorded on October 9, 2025, under Instrument No. I-2025-008451, Book 2796, Page 159, in the Deed Records of Pittsburg County, Oklahoma (the "**Assigned Memorandum**");

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated October 12, 2025, between Assignor and Assignee (as amended or assigned, hereinafter referred to as the "**Contract**"), Assignor has sold and conveyed to Assignee all of Assignor's right, title and interest under the Agreement to Assignee, and Assignee desires to acquire all such right, title and interest of Assignor under the Agreement, subject to the terms and conditions thereof; and

WHEREAS, Assignor wishes to assign the Assigned Memorandum to Assignee, as further described herein.

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment of the Memorandum**. Assignor hereby transfers, grants, conveys, assigns, and delivers to Assignee all of Assignor's rights and obligations under the Assigned Memorandum.
2. **Counterparts**. This Assignment of Memorandum may be executed in separate counterparts with separate signature pages, all of which when taken together shall constitute one instrument.
3. **Further Assurances**. The parties hereto agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment of Memorandum.
4. **Governing Law**. This Assignment of Memorandum shall be governed by and construed in accordance with the Laws of the State of Oklahoma, without giving effect to any conflict or choice of law provision that would result in the application of another state's law.
5. **Successors and Assigns**. This Assignment of Memorandum is a covenant running with the land and shall be binding upon and inure to the benefit of Assignor and each Assignee and their respective successors and permitted assigns.
6. **Reassignment Upon Failure to Satisfy Contract Obligations**. Notwithstanding anything to the contrary herein, this Assignment of Memorandum to Assignee is and shall remain expressly subject to the terms and conditions of the Contract, including any provisions therein requiring the reassignment, reconveyance or return of the Assigned Memorandum to Assignor upon the occurrence of specified events under the Contract.

4917-6738-3410v.4 BLA106/00002

STATE of OKLAHOMA
COUNTY of PITTSBURG
I, Hope Trammell, County Clerk in & for said County &
State do hereby certify that this instrument is a true,
complete & correct copy as the same appears on record
in my office under Book 2801 Page 348-350
Witness my hand and official seal at McAlester in said
County and State this 11th day of Sept 2026
By Monica Sennett HOPE TRAMMELL
Deputy County Clerk

IN WITNESS WHEREOF, each party hereto has caused this Assignment of Memorandum to be executed on its behalf by its duly authorized officer, as of the date first above written.

ASSIGNOR:

I-2025-009035 Book 2801 Pg 349
10/21/2025 2:20pm Pg 0348-0350
Fee: \$22.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

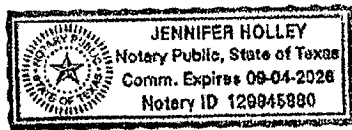
Black Mountain Energy Storage II LLC, a Texas limited liability company

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

STATE OF TEXAS

COUNTY OF Tarrant

This instrument was acknowledged before me on this 14th day of October, 2025, by Rhett Bennett, CEO of Black Mountain Energy Storage II LLC, a Texas limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public in and for the State of Texas

I-2025-009035 Book 2801 Pg 350
10/21/2025 2:20pm Pg 0348-0350
Fee: \$22.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

Exhibit A

LEGAL DESCRIPTION

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;

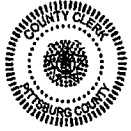
THENCE S. 89°00'30" W. 1318.92 feet to a Brass Capped Monument found for a corner, same being the Southwest corner of said NE/4;

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.



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

I-2025-009036 Book 2801 Pg 351
10/21/2025 2:20pm Pg 0351-0353
Fee: \$22.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK JK

ASSIGNMENT OF MEMORANDUM OF PURCHASE AND SALE AGREEMENT

This ASSIGNMENT OF MEMORANDUM OF PURCHASE AND SALE AGREEMENT (this "Assignment of Memorandum") is made as of October 16, 2025, by Black Mountain Energy Storage II LLC, a Texas limited liability company ("Assignor"), in favor of Emerald ProjectCo Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Jimmy Doyle as Trustee and Attorney in Fact of The KFD Family Trust, Dated May 20th, 2025 ("Owner") entered into that certain Purchase and Sale Agreement dated June 6, 2025 (as amended, modified or supplemented from time to time, the "Agreement"), with respect to certain real property located in Pittsburg County, Oklahoma, as more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes, and evidenced by that certain Memorandum of Purchase and Sale Agreement dated June 6, 2025, recorded on August 28, 2025, under Instrument No. I-2025-007143, Book 2787, Page 331, in the Deed Records of Pittsburg County, Oklahoma (the "Assigned Memorandum");

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated October 12, 2025, between Assignor and Assignee (as amended or assigned, hereinafter referred to as the "Contract"), Assignor has sold and conveyed to Assignee all of Assignor's right, title and interest under the Agreement to Assignee, and Assignee desires to acquire all such right, title and interest of Assignor under the Agreement, subject to the terms and conditions thereof; and

WHEREAS, Assignor wishes to assign the Assigned Memorandum to Assignee, as further described herein.

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of the Memorandum. Assignor hereby transfers, grants, conveys, assigns, and delivers to Assignee all of Assignor's rights and obligations under the Assigned Memorandum.
2. Counterparts. This Assignment of Memorandum may be executed in separate counterparts with separate signature pages, all of which when taken together shall constitute one instrument.
3. Further Assurances. The parties hereto agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment of Memorandum.
4. Governing Law. This Assignment of Memorandum shall be governed by and construed in accordance with the Laws of the State of Oklahoma, without giving effect to any conflict or choice of law provision that would result in the application of another state's law.
5. Successors and Assigns. This Assignment of Memorandum is a covenant running with the land and shall be binding upon and inure to the benefit of Assignor and each Assignee and their respective successors and permitted assigns.
6. Reassignment Upon Failure to Satisfy Contract Obligations. Notwithstanding anything to the contrary herein, this Assignment of Memorandum to Assignee is and shall remain expressly subject to the terms and conditions of the Contract, including any provisions therein requiring the reassignment, reconveyance or return of the Assigned Memorandum to Assignor upon the occurrence of specified events under the Contract.

4929-7553-9570v.7 BLA106/00002

1

STATE of OKLAHOMA
COUNTY of PITTSBURG

I, Hope Trammell, County Clerk in & for said County & State do hereby certify that this instrument is a true, complete & correct copy as the same appears on record in my office under Book 2801 - Page 351-353. Witness my hand and official seal at McAlester in said County and State this 14th day of Sept, 2026.

By Monica Sennett HOPE TRAMMELL
Deputy County Clerk

IN WITNESS WHEREOF, each party hereto has caused this Assignment of Memorandum to be executed on its behalf by its duly authorized officer, as of the date first above written.

I-2025-009036 Book 2801 Pg 352
10/21/2025 2:20pm Pg 0351-0353
Fee: \$22.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

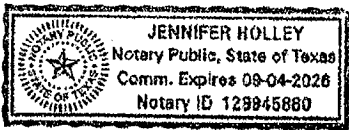
ASSIGNOR:

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

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

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me on this 14th day of October, 2025, by Rhett Bennett, CEO of Black Mountain Energy Storage II LLC, a Texas limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public in and for the State of Texas

Exhibit A

LEGAL DESCRIPTION

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

For Tax Map ID(s): 49050

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

I-2025-009036 Book 2801 Pg 353
10/21/2025 2:20pm Pg 0351-0353
Fee: \$22.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK



I-2025-009164 Book 2802 Pg 178
10/27/2025 8:10am Pg 0178-0182
Fee: \$26.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK **MB**

ASSIGNMENT OF MEMORANDUM OF PURCHASE AND SALE AGREEMENT

This ASSIGNMENT OF MEMORANDUM OF PURCHASE AND SALE AGREEMENT (this "**Assignment of Memorandum**") is made as of October 16, 2025, by Black Mountain Energy Storage II LLC, a Texas limited liability company ("**Assignor**"), in favor of Emerald ProjectCo Inc., a Delaware corporation ("**Assignee**").

WITNESSETH:

WHEREAS, Assignor and Brian M. Weaver and Bradley M. Weaver, each as co-Trustee of The James and Virginia Weaver May 29, 2009 Revocable Living Trust ("**Owner**") entered into that certain Purchase and Sale Agreement dated November 26, 2024 (as amended by that certain First Amendment to Purchase and Sale Agreement, dated as of January 2, 2025, that certain Second Amendment to Purchase and Sale Agreement, dated as of January 23, 2025, that certain Third Amendment to Purchase and Sale Agreement, dated as of October 9, 2025, and that certain Fourth Amendment to Purchase and Sale Agreement, dated as of October 15, 2025, and as it may be further amended, modified or supplemented from time to time, the "**Agreement**"), with respect to certain real property located in Pittsburg County, Oklahoma, as more particularly described in **Exhibit A**, attached hereto and incorporated herein for all purposes, and evidenced by that certain Memorandum of Purchase and Sale Agreement dated November 26, 2024, recorded on May 28, 2025, under Instrument No. I-2025-004120, Book 2768, Page 790, in the Deed Records of Pittsburg County, Oklahoma (as amended by that certain First Amendment to Memorandum of Purchase and Sale Agreement dated October 15, 2025, and recorded on or about the date hereof, the "**Assigned Memorandum**");

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated October 12, 2025, between Assignor and Assignee (as amended or assigned, hereinafter referred to as the "**Contract**"), Assignor has sold and conveyed to Assignee all of Assignor's right, title and interest under the Agreement to Assignee, and Assignee desires to acquire all such right, title and interest of Assignor under the Agreement, subject to the terms and conditions thereof; and

WHEREAS, Assignor wishes to assign the Assigned Memorandum to Assignee, as further described herein.

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment of the Memorandum.** Assignor hereby transfers, grants, conveys, assigns, and delivers to Assignee all of Assignor's rights and obligations under the Assigned Memorandum.
2. **Counterparts.** This Assignment of Memorandum may be executed in separate counterparts with separate signature pages, all of which when taken together shall constitute one instrument.
3. **Further Assurances.** The parties hereto agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment of Memorandum.
4. **Governing Law.** This Assignment of Memorandum shall be governed by and construed in accordance with the Laws of the State of Oklahoma, without giving effect to any conflict or choice of law provision that would result in the application of another state's law.
5. **Successors and Assigns.** This Assignment of Memorandum is a covenant running with the land and shall be binding upon and inure to the benefit of Assignor and each Assignee and their respective successors and permitted assigns.

STATE of OKLAHOMA
COUNTY of PITTSBURG
I, Hope Trammell, County Clerk in & for said County &
State do hereby certify that this instrument is a true,
complete & correct copy as the same appears on record
in my office under Book 2802 Page 178-182
Witness my hand and official seal at McAlester in said
County and State this 11th day of Sept 2026
By Monica Sennett HOPE TRAMMELL
Deputy County Clerk

I-2025-009164 Book 2802 Pg 179
10/27/2025 8:10am Pg 0178-0182
Fee: \$26.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

6. **Reassignment Upon Failure to Satisfy Contract Obligations.** Notwithstanding anything to the contrary herein, this Assignment of Memorandum to Assignee is and shall remain expressly subject to the terms and conditions of the Contract, including any provisions therein requiring the reassignment, reconveyance or return of the Assigned Memorandum to Assignor upon the occurrence of specified events under the Contract.

[Signature Page Follows]

IN WITNESS WHEREOF, each party hereto has caused this Assignment of Memorandum to be executed on its behalf by its duly authorized officer, as of the date first above written.

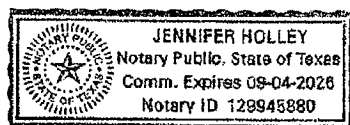
ASSIGNOR:

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

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

STATE OF TEXAS §
COUNTY OF Tarrant §

This instrument was acknowledged before me on this 14th day of October, 2025, by Rhett Bennett, CEO of Black Mountain Energy Storage II LLC, a Texas limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public in and for the State of Texas

EXHIBIT A
TO FIRST AMENDMENT TO MEMORANDUM OF PURCHASE AND SALE AGREEMENT

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:

Tamara McKinzie
Bracewell LLP
711 Louisiana St.
Suite 2300
Houston, TX 77002



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

I-2025-011111 Book 2813 Pg 559
12/29/2025 8:16am Pg 0559-0562
Fee: \$24.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK JK

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

NOTICE OF RELEASE

This NOTICE OF RELEASE (this "Notice") of that certain Memorandum of Purchase and Sale Agreement recorded May 28, 2025 in Book 2768, Page 790, that certain First Amendment to Memorandum of Purchase and Sale Agreement recorded October 27, 2025 in Book 2802, Page 172, and that certain Assignment of Memorandum of Purchase and Sale Agreement recorded October 27, 2025 in Book 2802, Page 178, all in the records of the Pittsburg County Clerk (collectively, the "Memorandum of PSA"), is made as of December 18, 2025 (the "Effective Date"), by and between Emerald ProjectCo Inc., a Delaware corporation, successor by assignment to Black Mountain Energy Storage II, LLC, a Texas limited liability company (the "Purchaser") and The James and Virginia Weaver May 29, 2009 Revocable Living Trust (the "Seller").

Release: Notice is hereby given that the Memorandum of PSA has been released and is of no further force and effect.

Property Description: Tracts 1 containing ± 178.96 AC and Tract 2 containing ± 7.70 acres, as further described in Exhibit A.

(Remainder of page left intentionally blank - signature page follows)

IN WITNESS WHEREOF, the parties have executed this Notice as of the date acknowledged below but effective for all purposes as of the Effective Date above.

I-2025-011111 Book 2813 Pg 560
12/29/2025 8:16am Pg 0559-0562
Fee: \$24.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

SELLER:

Brian M. Weaver
Brian M. Weaver, Successor Co-Trustee of The James
and Virginia Weaver May 29, 2009 Revocable
Living Trust

Bradley M. Weaver
Bradley M. Weaver, Successor Co-Trustee of The James
and Virginia Weaver May 29, 2009 Revocable
Living Trust

STATE OF OKLAHOMA)
) ss.
COUNTY OF PITTSBURG)

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

Bonnie Skensmoie
Notary Public
State of Oklahoma
My commission expires: 3/18/2026

STATE OF OKLAHOMA
COUNTY OF PITTSBURG

ss. BONNIE S KENS MOE
Notary Public - State of Oklahoma
Commission Number 22003798
My Commission Expires: Mar 18, 2026

This instrument was acknowledged before me on this 15 day of DECEMBER 2025 by Bradley M. Weaver as Successor Co-Trustee of **THE JAMES AND VIRGINIA WEAVER MAY 29, 2009 REVOCABLE LIVING TRUST**, on behalf of said Trust.

Bonnie Skensmoie
Notary Public
State of Oklahoma
My commission expires: 3/18/2026

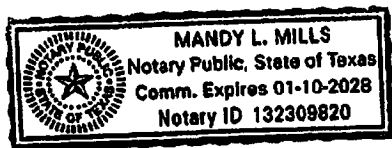
BONNIE S KENS MOE
Notary Public - State of Oklahoma
Commission Number 22003798
My Commission Expires: Mar 18, 2026

I-2025-011111 Book 2813 Pg 561
 12/29/2025 8:16am Pg 0559-0562
 Fee: \$24.00 Doc: \$0.00
 Hope Trammell - Pittsburg County Clerk
 State of OK

John

Its: Authorized Signatory

This instrument was acknowledged before me on this 16 day of DECEMBER 2025 by Giles Walsh, in their capacity as Authorized Signatory of EMERALD PROJECTCO INC., a Delaware corporation.



Mandy Mills Mandy Mills
Notary Public
State of Texas
My commission expires: 01/10/2028

I-2025-011111 Book 2813 Pg 562
12/29/2025 8:16am Pg 0559-0562
Fee: \$24.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

EXHIBIT A

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.



THE STATE OF OKLAHOMA

COUNTY OF PITTSBURG

GENERAL WARRANTY DEED

I-2025-011112 Book 2813 Pg 563
12/29/2025 8:16am Pg 0563-0567
Fee: \$26.00 Doc: \$22,500.00
Hope Trammell - Pittsburg County Clerk
State of OK JK

Return to:
Chicago Title Oklahoma
210 Park Ave., Suite 210
Oklahoma City, OK 73102
File # 210262461024

THAT THE UNDERSIGNED, Brian M. Weaver and Bradley M. Weaver, as Successor Co-Trustee(s), of The James and Virginia Weaver May 29, 2009 Revocable Living Trust, 423 South Van Buren Street, Kiowa, OK 74553, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Emerald ProjectCo Inc., a Delaware corporation, 620 FM 1033, Childress, TX 79201, herein referred to as "Grantee", whether one or more, all of Grantor's interest in the real property described as follows (the "Property"):

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 64.91 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.

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions and restrictions, relating to the hereinabove described Property as now reflected by the records of the County Clerk of Pittsburg County, Oklahoma but only to the extent that such exceptions are valid, existing, and, in fact, affect the Property.

Notwithstanding anything contained in this Deed to the contrary, the Property shall not include, and Grantor shall retain and reserve for itself and its successors and assigns forever, any and all rights of Grantor in and to 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 (collectively, the "Mineral Interests"); however, Grantor shall waive and convey to Grantee all surface rights relating to the Mineral Interests retained by Grantor. Nothing herein, however, restricts or prohibits the pooling or unitization of the Mineral Interests retained by Grantor with land other than the Property; or the exploration or production of the oil, gas and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto, including, without limitation, all rights of Grantor in and to any streets or other public ways adjacent to such Property and any development rights, water rights and/or oil, gas or other mineral rights owned in anywise belonging to Grantor, unto the said Grantee, Grantee's heirs, executors, administrators,

I-2025-011112 Book 2813 Pg 565
12/29/2025 8:16am Pg 0563-0567
Fee: \$26.00 Doc: \$22,500.00
Hope Trammell - Pittsburg County Clerk
State of OK

successors and/or assigns, against every person whomever claiming or to claim the same or any part thereof; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto Grantee, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Current ad valorem taxes on said property have been prorated, the payment thereof is assumed by Grantee.

BONNIE S KENSMOE
Notary Public - State of Oklahoma
Commission Number 22002753
My Commission Expires Mar 15, 2025

Exhibit to Deed

AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: BUSINESS OR TRUST

STATE OF OKLAHOMA) I-2025-011112 Book 2813 Pg 567
) 12/29/2025 8:16am Pg 0563-0567
) ss. Fee: \$26.00 Doc: \$22,500.00
COUNTY OF Pittsburg) Hope Trammell - Pittsburg County Clerk
TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA State of OK

Before me, the undersigned Giles Christopher Walsh
(list legal name and any aliases)(the "Affiant"), who, having been first duly sworn, deposes and states:

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

2. I am a/an Authorized Signatory (role, such as titled officer or trustee) of Emerald ProjectCo Inc. (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (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.

3. 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 or foreign government adversary shall acquire title to or own land in this state either directly or indirectly through a business entity, trust, or foreign government enterprise, except as hereinafter provided, but they 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 or has a national security agreement with the Committee on Foreign Investment in the United States (CFIUS) in accordance with federal law.

4. 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 60 O.S. § 121 or any other state or federal law.

5. 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.

6. 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 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.

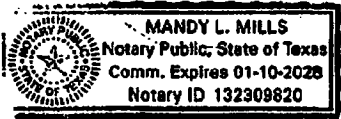
FURTHER AFFIANT SAYETH NOT.
Giles Christopher Walsh
AFFIANT, individually and as authorized agent of the Entity

12/16/2025
Date

The foregoing instrument was subscribed and sworn to before me this 16 day of December
2025, by Giles Walsh

Mandy Mills - Mandy Mills
NOTARY PUBLIC

My Commission Expires: 01/10/2028
My Commission Number: 132309820





THE STATE OF OKLAHOMA
COUNTY OF PITTSBURG

GENERAL WARRANTY DEED

I-2026-003458 Book 2836 Pg 345
04/21/2026 8:11am Pg 0345-0348
Fee: \$24.00 Doc: \$21,000.00
Hope Trammell - Pittsburg County Clerk
State of OK

Chicago Title Oklahoma
210 Park Ave, Ste 210
Oklahoma Tower
Oklahoma City, OK 73102
File #: 71070250421

THAT THE UNDERSIGNED, John E. Whetsel and Emma Lucille Whetsel a/k/a Lucille Whetsel, a married couple, 814 E. 8th Street, Kiowa, OK 74553, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Emerald ProjectCo Inc., a Delaware corporation, 620 FM 1033, Childress, TX 79201, herein referred to as "Grantee", whether one or more, all of Grantor's interest in the real property described as follows (the "Property"):

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, SAVE AND EXCEPT that certain 5.00 acre tract herein described as follows, and containing a total of 395.00 acres of land, more or less;

SAVE & EXCEPT:

BEING a 5.00 acre tract situated in the Northwest Quarter (NW/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 5.00 acre tract being further described by metes and bounds as follows:

COMMENCING at a Mag Nail found for the Northwest corner of said Section 25; THENCE N. 89°06'18" E. 1922.70 feet with the North line of said Section 25 to a point; THENCE S. 0°53'24" E. 24.26 feet to the POINT OF BEGINNING of said 5.00 acre tract;

THENCE S. 38°02'27" W. 656.36 feet to a Point;

THENCE N. 52°41'51" W. 574.07 feet to a Point;

THENCE N. 70°26'37" E. 456.22 feet to a Point;

THENCE N. 87°49'58" E. 431.51 feet to the POINT OF BEGINNING and containing 5.00 acres of land, more or less.

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions and restrictions, relating to the hereinabove described Property as now reflected by the records of the County Clerk of Pittsburg County, Oklahoma but only to the extent that such exceptions are valid, existing, and, in fact, affect the Property.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto, including, without limitation, all rights of Grantor in and to any streets or other public ways adjacent to such Property and any development rights, water rights and/or oil, gas or other mineral rights owned in anywise belonging to Grantor, unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomever claiming or to claim the same or any part thereof; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto Grantee, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Current ad valorem taxes on said property have been prorated, the payment thereof is assumed by Grantee.

EXECUTED as of the date acknowledged below, to be effective as of the 15 day of APRIL 2026.

I-2026-003458 Book 2836 Pg 347
04/21/2026 8:11am Pg 0345-0348
Fee: \$24.00 Doc: \$21,000.00
Hope Trammell - Pittsburg County Clerk
State of OK

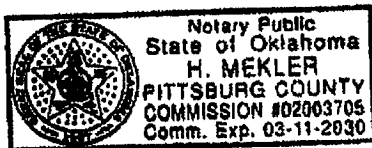
GRANTOR:

John E. Whetsel
John E. Whetsel

Emma Lucille Whetsel
Emma Lucille Whetsel

STATE OF OKLAHOMA)
)ss.
COUNTY OF PITTSBURG)

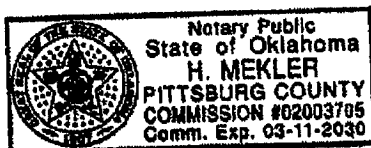
This instrument was acknowledged before me on this 15th day of April 2026 by John E. Whetsel, for the purposes and in the capacity stated herein.



H. Mekler
Notary Public
State of Oklahoma
My commission expires: 3/11/30

STATE OF OKLAHOMA)
)ss.
COUNTY OF PITTSBURG)

This instrument was acknowledged before me on this 15th day of April 2026 by Emma Lucille Whetsel, for the purposes and in the capacity stated herein.



H. Mekler
Notary Public
State of Oklahoma
My commission expires: 3/11/30

Exhibit to Deed

AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: BUSINESS OR TRUST

STATE OF OKLAHOMA) I-2026-003458 Book 2836 Pg 348
) ss. 04/21/2026 8:11am Pg 0345-0348
COUNTY OF Pittsburg) Fee: \$24.00 Doc: \$21,000.00
TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA Hope Trammell - Pittsburg County Clerk
State of OK

Before me, the undersigned Giles Walsh
(list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states:

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

2. I am a/an Authorized Signatory (role, such as titled officer or trustee) of Emerald ProjectCo Inc. (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (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.

3. 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 or foreign government adversary shall acquire title to or own land in this state either directly or indirectly through a business entity, trust, or foreign government enterprise, except as hereinafter provided, but they 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 or has a national security agreement with the Committee on Foreign Investment in the United States (CFIUS) in accordance with federal law.

4. 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 60 O.S. § 121 or any other state or federal law.

5. 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.

6. 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 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 AFFIRMANT SAYETH NOT.

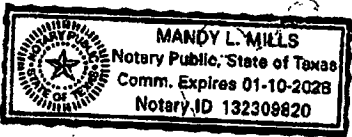
Giles Walsh
AFFIRMANT, individually and as authorized agent of the Entity

April 15 2026
Date

The foregoing instrument was subscribed and sworn to before me this 15 day of April
2026, by Giles Walsh

Mandy Mills
NOTARY PUBLIC

My Commission Expires: 01/10/2028
My Commission Number: 132309820



AFTER RECORDING RETURN TO:

Tamara McKinzie
Bracewell LLP
711 Louisiana St.
Suite 2300
Houston, TX 77002



I-2026-003742 Book 2838 Pg 74
04/28/2026 1:06pm Pg 0074-0077
Fee: \$24.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

Chicago Title Oklahoma
210 Park Ave, Ste 210
Oklahoma Tower
Oklahoma City, OK 73102
File #: 71876250090

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

NOTICE OF RELEASE

This NOTICE OF RELEASE (this "Notice") of that certain Memorandum of Purchase and Sale Agreement recorded June 17, 2025 under Instrument No. I-2025-004848, in Book 2773, Page 791, and that certain Assignment of Memorandum of Purchase and Sale Agreement recorded October 21, 2025 in Book 2801, Page 334, all in the records of the Pittsburg County Clerk (collectively, the "Memorandum of PSA"), is made as of the 24th day of April, 2026 (the "Effective Date"), by and between Emerald ProjectCo Inc., a Delaware corporation, successor by assignment to Black Mountain Energy Storage II, LLC, a Texas limited liability company (the "Purchaser") and Robert Weaver and Deborah Weaver, Trustees of the Robert Weaver and Deborah Weaver Revocable Trust (the "Seller").

Release: Notice is hereby given that the Memorandum of PSA has been released and is of no further force and effect.

Property Description: 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, as further described in Exhibit A attached hereto and incorporated herein.

(Remainder of page left intentionally blank – signature page follows)

IN WITNESS WHEREOF, the parties have executed this Notice as of the date acknowledged below but effective for all purposes as of the Effective Date above.

I-2026-003742 Book 2838 Pg 75
04/28/2026 1:06pm Pg 0074-0077
Fee: \$24.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

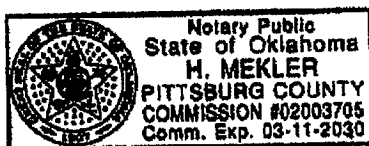
SELLER:


Robert Weaver, Co-Trustee of The Robert and Deborah
Weaver Revocable Trust dated November 28, 2012

Deborah Weaver
Deborah Weaver, Co-Trustee of The Robert and Deborah
Weaver Revocable Trust dated November 28, 2012

STATE OF OKLAHOMA)
)ss.
COUNTY OF PITTSBURG)

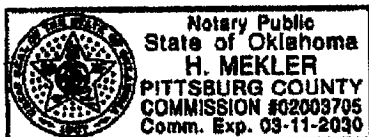
This instrument was acknowledged before me on this 23rd day of APRIL 2026 by Robert Weaver as Co-Trustee of The Robert Weaver and Deborah Weaver Revocable Trust dated November 28, 2012, on behalf of such trust.



Notary Public
State of Oklahoma
My commission expires: 3/11/30

STATE OF OKLAHOMA)
)ss.
COUNTY OF PITTSBURG)

This instrument was acknowledged before me on this 23rd day of APRIL 2026 by Deborah Weaver as Co-Trustee of The Robert Weaver and Deborah Weaver Revocable Trust dated November 28, 2012, on behalf of such trust.

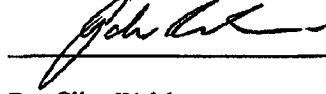



 Notary Public
 State of Oklahoma
 My commission expires: 3/11/30

PURCHASER:

I-2026-003742 Book 2838 Pg 76
04/28/2026 1:06pm Pg 0074-0077
Fee: \$24.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

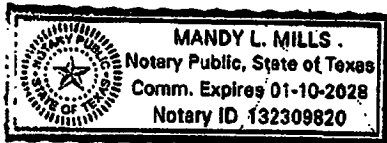
Emerald ProjectCo Inc., a Delaware corporation

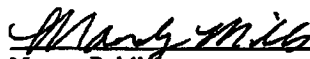


By: Giles Walsh
Title: Authorized Signatory

STATE OF Texas)
)ss.
COUNTY OF Childress)

This instrument was acknowledged before me on this 22 day of April, 2026 by
Giles Walsh, in his capacity as Authorized Signatory of EMERALD PROJECTCO INC., a Delaware
corporation.




Notary Public
State of Texas

My commission expires: 01/10/2028

EXHIBIT A

I-2026-003742 Book 2838 Pg 77
04/28/2026 1:06pm Pg 0074-0077
Fee: \$24.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

TRACT 1:

A tract of land located in the Southeast-Quarter (SE/4) of Section 26, 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 Inch Iron Pipe Found for the Northwest Corner of this tract, same being the Northwest Corner of said SE/4; THENCE N. 88°51'41" E. 201.06 feet to a Concrete Monument Found in the West Right-of-Way line of South U.S. Highway 69 for the Northeast Corner of this tract; THENCE S. 84°30'11" W. 26.71 feet with the West 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°04'40" W. 530.14 feet continuing along the West Right-of-Way line of said South U.S. Highway 69 to a 1/2 Inch Iron Rod marked "CA 8646" Set for the South Corner of this tract in the West line of said SE/4;

THENCE N. 1°07'50" W. 502.63 feet along the West line of said SE/4 to the POINT OF BEGINNING.

TRACT 2:

A tract of land located in the Southeast-Quarter of (SE/4) of Section 26, 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 for the Southeast Corner of this tract, same being the Southwest Corner of said SE/4; THENCE S. 88°50'40" W. 2649.15 feet along the South line of said SE/4 to a Sandstone Monument Found for the Southwest Corner of this tract, same being the Southwest Corner of said SE/4; THENCE N. 1°07'50" W. 1386.82 feet along the West line of said SE/4 to 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 a Corner of this tract; THENCE N. 18°05'20" E. 104.99 feet with the East Right-of-Way line of said South U.S. Highway 69 to a Concrete Monument Found for a Corner of this tract; THENCE N. 18°00'46" E. with the East Right-of-Way line of said South U.S. Highway 69 at 819.15 feet passed a Concrete Monument Found for a Corner, in all a total distance of 1229.15 feet to a 1/2 Inch Iron Rod with Cap marked "CA8646" Set in the North line of said SE/4 for the Northeast Corner of this tract; THENCE N. 88°49'55" E. 2206.62 feet along the North line of said SE/4 to a 1/2 Inch Iron Rod with Cap marked "CA 8646" Set in the East line of said SE/4 for the Northeast Corner of this tract; THENCE S. 1°14'11" E. 2647.43 feet along the East line of said SE/4 to the POINT OF BEGINNING.



I-2026-003743 Book 2838 Pg 78
04/28/2026 1:06pm Pg 0078-0081
Fee: \$24.00 Doc: \$6,000.00
Hope Trammell - Pittsburg County Clerk
State of OK **ST**

GENERAL WARRANTY DEED

THE STATE OF OKLAHOMA

COUNTY OF PITTSBURG

Chicago Title Oklahoma
210 Park Ave, Ste 210
Oklahoma Tower
Oklahoma City, OK 73102
File #: 71070251090

THAT THE UNDERSIGNED, **Robert Weaver and Deborah Weaver, Trustees of The Robert Weaver and Deborah Weaver Revocable Trust dated November 28, 2012** (PO Box 321, Kiowa, OK 74553-0321), hereinafter referred to as "**Grantor**", whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto **Emerald ProjectCo Inc.**, a Delaware corporation, 620 FM 1033, Childress, Texas 79201, herein referred to as "**Grantee**", whether one or more, all of Grantor's interest in the real property described as follows (the "**Property**"):

TRACT 1:

A tract of land located in the Southeast-Quarter (SE/4) of Section 26, 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 Inch Iron Pipe Found for the Northwest Corner of this tract, same being the Northwest Corner of said SE/4; THENCE N. 88°51'41" E. 201.06 feet to a Concrete Monument Found in the West Right-of-Way line of South U.S. Highway 69 for the Northeast Corner of this tract; THENCE S. 84°30'11" W. 26.71 feet with the West 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°04'40" W. 530.14 feet continuing along the West Right-of-Way line of said South U.S. Highway 69 to a 1/2 Inch Iron Rod marked "CA 8646" Set for the South Corner of this tract in the West line of said SE/4; THENCE N. 1°07'50" W. 502.63 feet along the West line of said SE/4 to the POINT OF BEGINNING.

TRACT 2:

A tract of land located in the Southeast-Quarter of (SE/4) of Section 26, 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 for the Southeast Corner of this tract, same being the Southwest Corner of said SE/4; THENCE S. 88°50'40" W. 2649.15 feet along the South line of said SE/4 to a Sandstone Monument Found for the Southwest Corner of this tract, same being the Southwest Corner of said SE/4; THENCE N. 1°07'50" W. 1386.82 feet along the West line of said SE/4 to 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 a Corner of this tract; THENCE N. 18°05'20" E. 104.99 feet with the East Right-of-Way line of said South U.S. Highway 69 to a Concrete Monument Found for a Corner of this tract: THENCE N. 18°00'46" E. with the East Right-of-Way line of said South U.S. Highway 69 at 819.15 feet passed a Concrete Monument Found for a Corner, in all a total distance of 1229.15 feet to a 1/2 Inch Iron Rod with Cap marked "CA8646" Set in the North line of said SE/4 for the Northeast Corner of this tract; THENCE N. 88°49'55" E. 2206.62 feet along the North line of said SE/4 to a 1/2 Inch Iron Rod with Cap marked "CA 8646" Set in the East line of said SE/4 for the Northeast Corner of this tract; THENCE S. 1°14'11" E. 2647.43 feet along the East line of said SE/4 to the POINT OF BEGINNING.

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions and restrictions, relating to the hereinabove described Property as now reflected by the records of the County Clerk of Pittsburg County, Oklahoma but only to the extent that such exceptions are valid, existing, and, in fact, affect the Property.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto, including, without limitation, all rights of Grantor in and to any streets or other public ways adjacent to such Property and any development rights, water rights and/or oil, gas or other mineral rights owned in anywise belonging to Grantor, unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomever claiming or to claim the same or any part thereof; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto Grantee, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Current ad valorem taxes on said property have been prorated, the payment thereof is assumed by Grantee.

EXECUTED as of the date acknowledged below to be EFFECTIVE as of the 24th day of APRIL 2026.

GRANTOR:

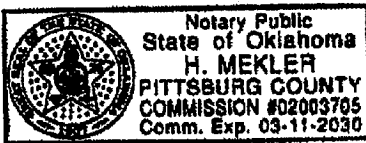
I-2026-003743 Book 2838 Pg 80
04/28/2026 1:06pm Pg 0078-0081
Fee: \$24.00 Doc: \$6,000.00
Hope Trammell - Pittsburg County Clerk
State of OK

Robert Weaver
Robert Weaver, Co-Trustee of The Robert and Deborah
Weaver Revocable Trust dated November 28, 2012

Deborah Weaver
Deborah Weaver, Co-Trustee of The Robert and Deborah
Weaver Revocable Trust dated November 28, 2012

STATE OF OKLAHOMA)
)ss.
COUNTY OF PITTSBURG)

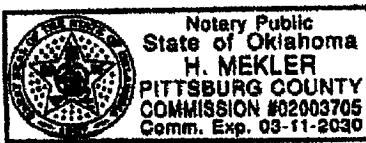
This instrument was acknowledged before me on this 23rd day of APRIL 2026 by Robert Weaver as Co-Trustee of The Robert Weaver and Deborah Weaver Revocable Trust dated November 28, 2012, on behalf of such trust.




 Notary Public
 State of Oklahoma
 My commission expires: 3/11/30

STATE OF OKLAHOMA)
)ss.
COUNTY OF PITTSBURG)

This instrument was acknowledged before me on this 23rd day of APRIL 2026 by Deborah Weaver as Co-Trustee of The Robert Weaver and Deborah Weaver Revocable Trust dated November 28, 2012, on behalf of such trust.



Notary Public
State of Oklahoma
My commission expires: 3/11/30

Exhibit to Deed

AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: BUSINESS OR TRUST

STATE OF OKLAHOMA) I-2026-003743 Book 2838 Pg 81
) ss. 04/28/2026 1:06pm Pg 0078-0081
COUNTY OF Pittsburg) Fee: \$24.00 Doc: \$6,000.00
TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA Hope Trammell - Pittsburg County Clerk
State of OK

Before me, the undersigned Giles Walsh
(list legal name and any aliases)(the "Affiant"), who, having been first duly sworn, deposes and states:

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

2. I am a/an Authorized Signatory (role, such as titled officer or trustee) of Emerald ProjectCo Inc. (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (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.

3. 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 or foreign government adversary shall acquire title to or own land in this state either directly or indirectly through a business entity, trust, or foreign government enterprise, except as hereinafter provided, but they 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 or has a national security agreement with the Committee on Foreign Investment in the United States (CFIUS) in accordance with federal law.

4. 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 60 O.S. § 121 or any other state or federal law.

5. 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.

6. 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 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.

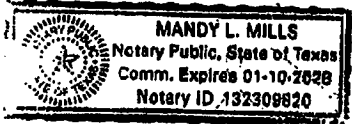
Giles Walsh
AFFIANT, individually and as authorized agent of the Entity

04/22/2026
Date

The foregoing instrument was subscribed and sworn to before me this 22 day of April
2026, by Giles Walsh, Authorized Signatory

My Commission Expires: 01/10/2028
My Commission Number: 138309820

Mandy Mills
NOTARY PUBLIC





I-2026-004660 Book 2843 Pg 549
05/27/2026 8:16am Pg 0549-0551
Fee: \$22.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK **ST**

MEMORANDUM OF CONTRACT

THIS MEMORANDUM OF CONTRACT ("Memorandum") is dated and made as of the 18 day of May, 2026 by EMERALD PROJECTCO INC., a Delaware corporation ("Buyer").

RECITALS:

A. WILLIAM DEWAYNE DRAKE ("Seller") and Buyer entered into that certain Farm, Ranch, and Recreational Land Contract, dated February 27, 2026 (the "Original Contract"), as supplemented by that certain Special Provisions Addendum to Farm, Ranch, and Recreational Land Contract (the "Addendum," and together with the Original Contract, the "Contract"), dated effective March 2, 2026, pursuant to which Seller agreed to sell and Buyer agreed to buy, subject to an exclusive right to purchase the Property from Seller during the Option Period, that certain parcel of real property located in Pittsburg County, Oklahoma, currently owned by Seller, as more particularly set forth on Exhibit A attached hereto and incorporated herein for all purposes (the "Property").

B. Pursuant to the Contract, Buyer has the exclusive right to purchase the Property from Seller until 5:00 p.m. on August 31, 2026.

C. Buyer has the right to unilaterally execute and record (in Pittsburg County, Oklahoma) this Memorandum pursuant to Section 25 of the Addendum, in order that third parties may have notice of the exclusive right of Buyer to purchase the Property and of the existence of the Contract, and hereby executes and is recording this Memorandum for such purpose.

All capitalized terms used but not defined herein shall have the meanings assigned to them in the Contract. Should there be any inconsistency between the terms of this Memorandum and the Contract, the terms of the Contract shall prevail.

[SIGNATURE AND ACKNOWLEDGEMENT ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the date acknowledged below but effective for all purposes as of the date first above written.

BUYER:

EMERALD PROJECTCO INC., a
Delaware corporation

I-2026-004660 Book 2843 Pg 550
05/27/2026 8:16am Pg 0549-0551
Fee: \$22.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

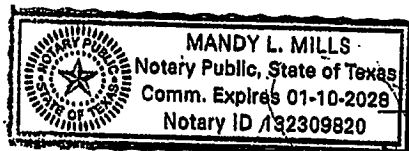
By: *Giles Walsh*
Name: *Giles Walsh*
Title: *VP Operations*

By: _____
Name: _____
Title: _____

STATE OF *Texas*)
COUNTY OF *Childress*)

The foregoing instrument was acknowledged before me this *18* day of *May*, 2026, by *Giles Walsh VP Operations* Director of EMERALD PROJECTCO INC., a Delaware corporation, in the capacity and for the purposes herein expressed.

NOTARY STAMP



Mandy Mills
Notary Public

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, Director of EMERALD PROJECTCO INC., a Delaware corporation, in the capacity and for the purposes herein expressed.

NOTARY STAMP

Notary Public

Exhibit A

Legal Description

TR IN N2 SEC 34-3-13 DESC AS BEG @ A PT 1320' S00 06 57E ALG SEC LN & 465.04'
N89 59 03E FROM NW/C OF SEC 34, 462.75' N39 13

TAX PARCEL: 0000-34-03N-13E-0-202-01

TR IN NW NW SEC 34-3-13 DESC AS BEG NW/C OF SEC 34, S00 06 57E ALG W LN
1320', N89 59 03E ALG S LN OF NW NW 465.04', N39 13 0

TAX PARCEL: 0000-34-03N-13E-0-202-06

I-2026-004660 Book 2843 Pg 551
05/27/2026 8:16am Pg 0549-0551
Fee: \$22.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK



I-2026-004662 Book 2843 Pg 553
05/27/2026 8:17am Pg 0553-0555
Fee: \$22.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK **ST**

MEMORANDUM OF CONTRACT

THIS MEMORANDUM OF CONTRACT ("Memorandum") is dated and made as of the 18 day of May, 2026 by EMERALD PROJECTCO INC., a Delaware corporation ("Buyer").

RECITALS:

A. Mary Alice Battles, Michael K Battles, Monica R Palmer, as co-trustees with rights of survivorship ("Seller") and Buyer entered into that certain Farm, Ranch, and Recreational Land Contract, dated March 18, 2026 (the "Original Contract"), as supplemented by that certain Special Provisions Addendum to Farm, Ranch, and Recreational Land Contract (the "Addendum," and together with the Original Contract, the "Contract"), dated March 18, 2026, pursuant to which Seller agreed to sell and Buyer agreed to buy, subject to an exclusive right to purchase the Property from Seller during the Option Period, that certain parcel of real property located in Atoka County, Oklahoma, currently owned by Seller, as more particularly set forth on Exhibit A attached hereto and incorporated herein for all purposes (the "Property").

B. Pursuant to the Contract, Buyer has the exclusive right to purchase the Property from Seller until 5:00 p.m. on January 21, 2027.

C. Buyer has the right to unilaterally execute and record (in Atoka County, Oklahoma) this Memorandum pursuant to Section 25 of the Addendum, in order that third parties may have notice of the exclusive right of Buyer to purchase the Property and of the existence of the Contract, and hereby executes and is recording this Memorandum for such purpose.

All capitalized terms used but not defined herein shall have the meanings assigned to them in the Contract. Should there be any inconsistency between the terms of this Memorandum and the Contract, the terms of the Contract shall prevail.

[SIGNATURE AND ACKNOWLEDGEMENT ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the date acknowledged below but effective for all purposes as of the date first above written.

BUYER:

EMERALD PROJECTCO INC., a
Delaware corporation

I-2026-004662 Book 2843 Pg 554
05/27/2026 8:17am Pg 0553-0555
Fee: \$22.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

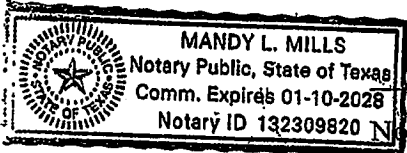
By: *Giles Walsh*
Name: *Giles Walsh*
Title: *VP Operations*

By: _____
Name: _____
Title: _____

STATE OF *Texas*)
COUNTY OF *Childress*)

The foregoing instrument was acknowledged before me this *18* day of *May*, 2026, by *Giles Walsh VP Operations*, Director of EMERALD PROJECTCO INC., a Delaware corporation, in the capacity and for the purposes herein expressed.

NOTARY STAMP



Mandy Mills
Notary Public

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, Director of EMERALD PROJECTCO INC., a Delaware corporation, in the capacity and for the purposes herein expressed.

NOTARY STAMP

Notary Public

Exhibit A

Legal Description

0000 04 02 N13 E 4 002 00 NE: SE NE: E2 SE LYING W OF HWY 69: W2 SE: SE SW SEC
SWC4 5 N 13 E

231.3 ACRES

I-2026-004662 Book 2843 Pg 555
05/27/2026 8:17am Pg 0553-0555
Fee: \$22.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK



I-2026-004663 Book 2843 Pg 556
05/27/2026 8:18am Pg 0556-0558
Fee: \$22.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK **ST**

MEMORANDUM OF CONTRACT

THIS MEMORANDUM OF CONTRACT ("Memorandum") is dated and made as of the 18 day of May, 2026 by EMERALD PROJECTCO INC., a Delaware corporation ("Buyer").

RECITALS:

A. Monica R. Palmer, Kenneth H. Battles and Mary Alice Battles, as Co-Trustees of the Kenneth H. Battles Trust dated February 7, 1994 and Monica R. Palmer, Mary Alice Battles and Kenneth H. Battles, as Co-Trustees of the Mary Alice Battles Trust dated February 7, 1994 ("Seller") and Buyer entered into that certain Farm, Ranch, and Recreational Land Contract, dated September 8, 2025 (the "Original Contract"), as supplemented by that certain Special Provisions Addendum to Farm, Ranch, and Recreational Land Contract (the "Addendum," and together with the Original Contract, the "Contract"), dated effective September 11, 2025, pursuant to which Seller agreed to sell and Buyer agreed to buy, subject to an exclusive right to purchase the Property from Seller during the Option Period, that certain parcel of real property located in Pittsburg County, Oklahoma, currently owned by Seller, as more particularly set forth on Exhibit A attached hereto and incorporated herein for all purposes (the "Property").

B. Pursuant to the Contract, Buyer has the exclusive right to purchase the Property from Seller until 5:00 p.m. on July 13, 2026.

C. Buyer has the right to unilaterally execute and record (in Pittsburg County, Oklahoma) this Memorandum pursuant to Section 25 of the Addendum, in order that third parties may have notice of the exclusive right of Buyer to purchase the Property and of the existence of the Contract, and hereby executes and is recording this Memorandum for such purpose.

All capitalized terms used but not defined herein shall have the meanings assigned to them in the Contract. Should there be any inconsistency between the terms of this Memorandum and the Contract, the terms of the Contract shall prevail.

[SIGNATURE AND ACKNOWLEDGEMENT ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the date acknowledged below but effective for all purposes as of the date first above written.

BUYER:

EMERALD PROJECTCO INC., a
Delaware corporation

I-2026-004663 Book 2843 Pg 557
05/27/2026 8:18am Pg 0556-0558
Fee: \$22.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

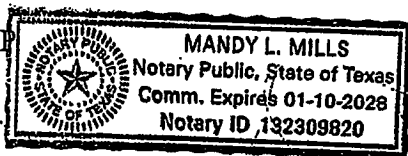
By: *Giles Walsh*
Name: *Giles Walsh*
Title: *VP Operations*

By: _____
Name: _____
Title: _____

STATE OF *Texas*)
COUNTY OF *Childress*)

The foregoing instrument was acknowledged before me this *18* day of *may*, 2026, by *Giles Walsh VP Operations* Director of EMERALD PROJECTCO INC., a Delaware corporation, in the capacity and for the purposes herein expressed.

NOTARY STAMP



Mandy Mills
Notary Public

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, Director of EMERALD PROJECTCO INC., a Delaware corporation, in the capacity and for the purposes herein expressed.

NOTARY STAMP

Notary Public

Exhibit A

Legal Description

All that Part of the Southeast Quarter (SE/4) and the Southeast Quarter of the Northeast Quarter (SE/4 NE/4) lying South and East of the County Road in Section Thirty-three (33), Township Three (3) North, Range Thirteen (13) East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

And

All that Part of the West Half of the Southwest Quarter of the Northwest Quarter (W/2 SW/4 NW/4) Lying South and East of the County Road, of Section Thirty-four (34), Township Three (3) North, Range Thirteen (13) East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

LESS AND EXCEPT the following described tract of land:

A Tract in the Southeast Quarter (SE/4) Lying South and East of County Road, Section Thirty-three (33), 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 Southeast Corner of the Southeast Quarter (SE/4) of said Section Thirty-three (33); Thence North 01°09'29" West along the East Line of the Southeast Quarter (SE/4) a distance of 16.50 feet to a point, said point being the Point Of Beginning; Thence South 88°37'27" West and parallel to the South line of said Southeast Quarter (SE/4) a distance of 30 feet; Thence North 01°09'29" West and parallel to said East line a distance of 347.33 feet; Thence North 63°34'32" West a distance of 1055.03 feet; Thence North 26°28'34" East a distance of 474.50 feet; Thence North 32°31'26" East a distance of a distance of 94.47 feet; Thence North 74°40'45" East a distance of 134.15 feet; Thence North 30°03'07" East a distance of 239.21 feet; Thence North 15°57'46" East a distance of 218.72 feet; Thence North 23°28'02" West a distance of 195.97 feet; Thence North 63°18'38" East a distance of 91.87 feet; Thence North 26°25'51" East a distance of 282.35 feet; Thence North 11°23'35" East a distance of 210.67 feet; Thence North 60°37'22" East a distance of 160.34 feet; Thence North 26°29' 43" East a distance of 103.16 feet to the Northeast corner of said Southeast Quarter; Thence South 01°09'29" East along said East line a distance of 2625.11 feet to the Point of Beginning.



I-2026-004789 Book 2844 Pg 371
05/29/2026 3:16pm Pg 0371-0375
Fee: \$26.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK **ST**

This page intentionally blank for recording purposes.

*Re-recording to correct a portion of legal previously filed in Deed in

Book 2838 Page 78*

Call in Tract 2, line 5 reads "Southwest" in original filing, and should read
"Southeast" as is shown in corrected document.

Return to:

Chicago Title Oklahoma

210 Park Ave Suite 210

Oklahoma City, OK 73102

File no: 710702500090

Exempt Documentary Stamp Tax OS Title 68 Article 32, Section 3202 Par 3

GENERAL WARRANTY DEED

THE STATE OF OKLAHOMA
COUNTY OF PITTSBURG

Chicago Title Oklahoma
210 Park Ave, Ste 210
Oklahoma Tower
Oklahoma City, OK 73102
File #: 71070251090

THAT THE UNDERSIGNED, **Robert Weaver and Deborah Weaver, Trustees of The Robert Weaver and Deborah Weaver Revocable Trust dated November 28, 2012** (PO Box 321, Kiowa, OK 74553-0321), hereinafter referred to as "**Grantor**", whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto **Emerald ProjectCo Inc.**, a Delaware corporation, 620 FM 1033, Childress, Texas 79201, herein referred to as "**Grantee**", whether one or more, all of Grantor's interest in the real property described as follows (the "**Property**"):

TRACT 1:

A tract of land located in the Southeast-Quarter (SE/4) of Section 26, 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 Inch Iron Pipe Found for the Northwest Corner of this tract, same being the Northwest Corner of said SE/4; THENCE N. 88°51'41" E. 201.06 feet to a Concrete Monument Found in the West Right-of-Way line of South U.S. Highway 69 for the Northeast Corner of this tract; THENCE S. 84°30'11" W. 26.71 feet with the West 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°04'40" W. 530.14 feet continuing along the West Right-of-Way line of said South U.S. Highway 69 to a 1/2 Inch Iron Rod marked "CA 8646" Set for the South Corner of this tract in the West line of said SE/4;
THENCE N. 1°07'50" W. 502.63 feet along the West line of said SE/4 to the POINT OF BEGINNING.

TRACT 2:

A tract of land located in the Southeast-Quarter of (SE/4) of Section 26, 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 for the Southeast Corner of this tract, same being the ~~Southwest~~ Corner of said SE/4; THENCE S. 88°50'40" W. 2649.15 feet along the South line of said SE/4 to a Sandstone Monument Found for the Southwest Corner of this tract, same being the Southwest Corner of said SE/4; THENCE N. 1°07'50" W. 1386.82 feet along the West line of said SE/4 to a 1/2 Inch Iron Rod with Cap marked "CA8646" Set in the East

*Southeast

Right-of-Way line of South U.S. Highway 69 for a Corner of this tract; THENCE N. 18°05'20" E. 104.99 feet with the East Right-of-Way line of said South U.S. Highway 69 to a Concrete Monument Found for a Corner of this tract; THENCE N. 18°00'46" E. with the East Right-of-Way line of said South U.S. Highway 69 at 819.15 feet passed a Concrete Monument Found for a Corner, in all a total distance of 1229.15 feet to a 1/2 Inch Iron Rod with Cap marked "CA8646" Set in the North line of said SE/4 for the Northeast Corner of this tract; THENCE N. 88°49'55" E. 2206.62 feet along the North line of said SE/4 to a 1/2 Inch Iron Rod with Cap marked "CA 8646" Set in the East line of said SE/4 for the Northeast Corner of this tract; THENCE S. 1°14'11" E. 2647.43 feet along the East line of said SE/4 to the POINT OF BEGINNING.

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions and restrictions, relating to the hereinabove described Property as now reflected by the records of the County Clerk of Pittsburg County, Oklahoma but only to the extent that such exceptions are valid, existing, and, in fact, affect the Property.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto, including, without limitation, all rights of Grantor in and to any streets or other public ways adjacent to such Property and any development rights, water rights and/or oil, gas or other mineral rights owned in anywise belonging to Grantor, unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomever claiming or to claim the same or any part thereof; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto Grantee, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Current ad valorem taxes on said property have been prorated, the payment thereof is assumed by Grantee.

EXECUTED as of the date acknowledged below to be EFFECTIVE as of the 24th day of APRIL 2026.

GRANTOR:

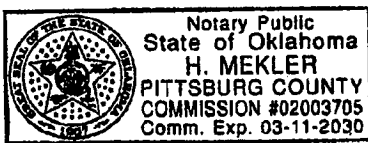
I-2026-004789 Book 2844 Pg 374
05/29/2026 3:16pm Pg 0371-0375
Fee: \$26.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

Robert Weaver
Robert Weaver, Co-Trustee of The Robert and Deborah
Weaver Revocable Trust dated November 28, 2012

Deborah Weaver
Deborah Weaver, Co-Trustee of The Robert and Deborah
Weaver Revocable Trust dated November 28, 2012

[illegible]

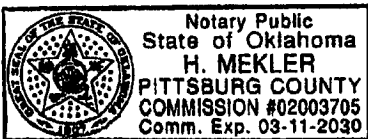
This instrument was acknowledged before me on this 23rd day of APRIL 2026 by Robert Weaver as Co-Trustee of The Robert Weaver and Deborah Weaver Revocable Trust dated November 28, 2012, on behalf of such trust.



Notary Public
State of Oklahoma
My commission expires: 3/11/30

[illegible]

This instrument was acknowledged before me on this 23rd day of APRIL 2026 by Deborah Weaver as Co-Trustee of The Robert Weaver and Deborah Weaver Revocable Trust dated November 28, 2012, on behalf of such trust.





 Notary Public
 State of Oklahoma
 My commission expires: 3/11/30

Exhibit to Deed

AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: BUSINESS OR TRUST

STATE OF OKLAHOMA)
)
COUNTY OF Pittsburg)
TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA)

ss. I-2026-004789 Book 2844 Pg 375
05/29/2026 3:16pm Pg 0371-0375
Fee: \$26.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

Before me, the undersigned Giles Walsh
(list legal name and any aliases)(the "Affiant"), who, having been first duly sworn, deposes and states:

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

2. I am a/an Authorized Signatory (role, such as titled officer or trustee) of Emerald ProjectCo Inc. (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (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.

3. 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 or foreign government adversary shall acquire title to or own land in this state either directly or indirectly through a business entity, trust, or foreign government enterprise, except as hereinafter provided, but they 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 or has a national security agreement with the Committee on Foreign Investment in the United States (CFIUS) in accordance with federal law.

4. 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 60 O.S. § 121 or any other state or federal law.

5. 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.

6. 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 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.

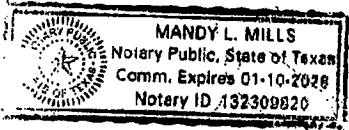
Giles Walsh
AFFIANT, individually and as authorized agent of the Entity

04/22/2026
Date

The foregoing instrument was subscribed and sworn to before me this 22 day of April
2026, by Giles Walsh, Authorized Signatory

Mandy Mills
NOTARY PUBLIC

My Commission Expires: 01/10/2028
My Commission Number: 132309820





GENERAL WARRANTY DEED

THE STATE OF OKLAHOMA

COUNTY OF PITTSBURG

Chicago Title Oklahoma
210 Park Ave, Ste 210
Oklahoma Tower
Oklahoma City, OK 73102
File #: **116702560912**

THAT THE UNDERSIGNED, **Pake McEntire**, a single man 38743 CR 1670, Coalgate, OK 74538, and **Steve Mansell** and his wife, **Gayla Mansell**, 146 West Court Street, Atoka, OK 74525, hereinafter collectively referred to as "**Grantor**," for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto **Emerald ProjectCo Inc.**, a Delaware corporation, 620 FM 1033, Childress, TX 79201, herein referred to as "**Grantee**", whether one or more, all of Grantor's interest in the real property located in Pittsburg County, OK, as more fully described on Exhibit A, attached hereto and incorporated herein by reference (the "**Property**");

This conveyance, however, is expressly made subject and subordinate to those encumbrances and exceptions set forth on Exhibit B attached hereto and made a part hereof for all purposes, but only to the extent that the same are valid and subsisting and, in fact, affect or relate to the Property.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto, including, without limitation, all rights of Grantor in and to any streets or other public ways adjacent to such Property and any development rights, water rights and/or oil, gas or other mineral rights owned in anywise belonging to Grantor, unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomever claiming or to claim the same or any part thereof; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto Grantee, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Current ad valorem taxes for the year 2026 on said property have been prorated, the payment thereof is assumed by Grantee.

EXECUTED as of the date acknowledged below, to be effective as of the 12th day of June, 2026.

GRANTOR:

Pake McEntire

Pake McEntire

STATE OF OKLAHOMA)
)ss.
COUNTY OF PITTSBURG)

This instrument was acknowledged before me on this 12th day of June, 2026 by Pake McEntire, for the purposes and in the capacity stated herein.



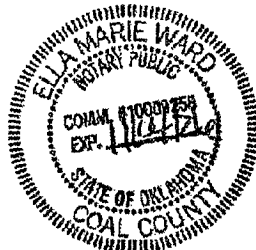
[Signature]
Notary Public
State of Oklahoma
My commission expires: _____


Steve Mansell

Gayla Mansell

STATE OF OKLAHOMA)
)ss.
COUNTY OF PITTSBURG ^{EMM}
 Atoka)

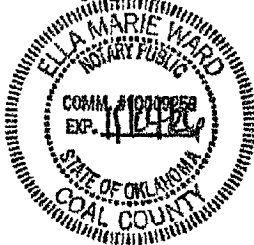
This instrument was acknowledged before me on this 3rd day of June, 2026 by Steve Mansell, for the purposes and in the capacity stated herein.



Edna M. Ward
Notary Public
State of Oklahoma
My commission expires: 11/04/26

STATE OF OKLAHOMA)
)ss.
COUNTY OF ~~PITTSBURG~~ ^{new} *Adair*)

This instrument was acknowledged before me on this 3rd day of June, 2026 by Gayla Mansell, for the purposes and in the capacity stated herein.



Edna M. M. M. M.
Notary Public
State of Oklahoma
My commission expires: 11/04/26

Bracewell LLP
711 Louisiana St., Ste. 2300
Houston, TX 77002
Attn: Mel Glina

EXHIBIT A

Legal Description of the Property

For Tax Map ID(s): 1329

All of the East Half of the Northeast Quarter of the Northeast Quarter (E/2 NE/4 NE/4) of Section Thirty-four (34), Township Three (3) North, Range Thirteen (13) East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

For Tax Map ID(s): 1329

AND

A tract of land being all of Tract 1 and part of tract 4 as recorded in Book 2593, Pages 698-695 and being part of the SE/4 NE/4 and part of the S/2 N/2 SW/4 NE/4 and part of the S/2 SW/4 NE/4 and part of the SE/4 NW/4 and part of the S/2 of Section 34, Township 3 North, Range 13 East of the Indian Base and Meridian, Pittsburg County, Oklahoma, and being more particularly described by metes and bounds as follows:

BEGINNING at the Northeast corner of said SE/4 NE/4;
Thence S 88°46'57" W a distance of 1320.38 feet to the Northwest corner of said SE/4 NE/4;
Thence S 01°14'22" E a distance of 330.88 feet to the Northeast corner of said S/2 N/2 SW/4 NE/4;
Thence S 88°35'01" W along the North line of the S/2 N/2 SW/4 NE/4 a distance of 1111.60 feet;
Thence S 28°21'02" W a distance of 240.87 feet;
Thence S 01°28'25" E a distance of 14.08 feet;
Thence S 22°20'57" W a distance of 208.21 feet;
Thence S 16°24'02" W a distance of 666.39 feet;
Thence S 18°37'37" W a distance of 44.38 feet;
Thence S 88°51'25" W a distance of 107.47 feet to a point on the Easterly right-of-way line of Old State Highway No. 69;
Thence S 30°40'20" W along said highway right-of-way a distance of 46.00 feet;
Thence Southwesterly along said highway right-of-way on a curve to the right having a radius of 1202.94 feet, an arc distance of 699.47 feet, said curve having a chord bearing and distance of S 39°47'08" W a distance of 689.66 feet;
Thence S 58°46'37" W along said highway right-of-way a distance of 183.69 feet to a point on the Easterly right-of-way line of the M. K. & T. Railroad;
Thence Southwesterly along said railroad right-of way on a curve to the left having a radius of 2370.62 feet, an arc distance of 1507.07 feet to a point on the Northerly right-of-way line of U.S. Highway #69, said curve having a chord bearing and distance of S 03°16'44" W a distance of 1482.49 feet;

Thence along said highway right-of-way the following 10 courses;

Thence N 67°10'40" E a distance of 459.41 feet;

Thence N 53°09'53" E a distance of 175.00 feet;

Thence N 46°24'41" E a distance of 680.29 feet;

Thence N 52°47'30" E a distance of 325.66 feet;

Thence N 60°17'23" E a distance of 403.11 feet;

Thence N 53°09'53" E a distance of 1200.00 feet;

Thence N 39°07'42" E a distance of 103.08 feet;

Thence N 53°09'53" E a distance of 100.00 feet;

Thence N 58°14'40" E a distance of 451.77 feet;

Thence N 53°16'29" E a distance of 623.64 feet to a point on the East line of said SE/4 NE/4, said point being 309.49 feet North of the Southeast corner of said SE/4 NE/4;

Thence N 01°12'37" W for a distance of 1014.58 feet back to the point of beginning.

I-2026-005547 Book 2848 Pg 630
06/15/2026 8:43am Pg 0626-0633
Fee: \$32.00 Doc: \$36,051.00
Hope Trammell - Pittsburg County Clerk
State of OK

For Tax Map ID(s): 1342

AND

All that part of the North Half (N/2) of the Northwest Quarter (NW/4), lying North and West of New Highway 69, of Section Thirty-five (35), Township Three (3) North, Range Thirteen (13) East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

EXHIBIT B

Exceptions to Conveyance

I-2026-005547 Book 2848 Pg 631
06/15/2026 8:43am Pg 0626-0633
Fee: \$32.00 Doc: \$36,051.00
Hope Trammell - Pittsburg County Clerk
State of OK

1. Statutory Roadway Easement in favor of the State of Oklahoma across all section lines adjacent to subject property.
2. Right of Way in favor of Public Service Company of Oklahoma recorded in Book 272, Page 67.
3. Easement in favor of Allied Telephone Company of Oklahoma recorded in Book 405, Page 377.
4. Right of Way in favor of Public Service Company of Oklahoma recorded in Book 456, Page 246.
5. Right of Way in favor of Rural Water District No. 11 recorded in Book 460, Page 397.
6. Limits of Access as set forth in Report of Commissioners recorded in Book 480, Page 571.
7. Easement in favor of Oklahoma Gas and Electric Company recorded in Book 567, Page 489.
8. Easement in favor of KPP Supply Company recorded in Bok 1128, Page 639.
9. Easement in favor of Reliant Energy Gas Transmission Company recorded in Book 1161, Page 384.
10. Easement in favor of Reliant Energy Gas Transmission Company recorded in Book 1161, Page 391.
11. Easement in favor of Enogex Gas Gathering, LLC recorded in Book 1543, Page 261; amended by Amendment of Right of Way Grant recorded in Book 2567, Page 441.
12. Right of Way in favor of Tenaska, Inc. recorded in Book 2288, Page 155; assigned to Kiowa Power Partners, LLC by Assignment of Easements and Contracts recorded in Book 2525, Page 286.
13. Easement in favor of Tenaska, Inc. recorded in Book 2300, Page 247; assigned to Kiowa Power Partners, LLC by Assignment of Easements and Contracts recorded in Book 2525, Page 286.

14. Transmission Easement Agreement dated January 30, 2044 by and between Pake McEntire and Steve Mansell, and Invenergy Wind Development LLC, as evidenced by Memorandum of Transmission Easement Agreement recorded in Book 2697, Page 32.
15. Rights, if any, of Union Pacific Railroad Company servicing the railroad siding in and to the ties, rails and other properties comprising of said railroad siding and/or the use thereof, or, any rights that may be granted pursuant to the provisions of Title 43 U.S.C. relating specifically to public rights of way or easements acquired over, under or across the land.
16. Limits of Access as set forth in Report of Commissioners recorded in Book 480, Page 570.
17. Right of Way in favor of Leeward renewable Energy Development, LLC, a Delaware limited liability company recorded in Book 2786, Page 48.

I-2026-005547 Book 2848 Pg 632
06/15/2026 8:43am Pg 0626-0633
Fee: \$32.00 Doc: \$36,051.00
Hope Trammell - Pittsburg County Clerk
State of OK

Exhibit to Deed

AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: BUSINESS OR TRUST

STATE OF OKLAHOMA) I-2026-005547 Book 2848 Pg 633
) ss. 06/15/2026 8:43am Pg 0626-0633
COUNTY OF Pittsburg) Fee: \$32.00 Doc: \$36,051.00
TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA Hope Trammell - Pittsburg County Clerk
State of OK

- Before me, the undersigned Giles Walsh
(list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states:
1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.
 2. I am a/an Authorized Signatory (role, such as titled officer or trustee) of Emerald ProjectCo Inc. (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (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.
 3. 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 or foreign government adversary shall acquire title to or own land in this state either directly or indirectly through a business entity, trust, or foreign government enterprise, except as hereinafter provided, but they 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 or has a national security agreement with the Committee on Foreign Investment in the United States (CFIUS) in accordance with federal law.
 4. 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 60 O.S. § 121 or any other state or federal law.
 5. 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 citizen(s) or bona fide residents of the State of Oklahoma.
 6. 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 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.

Giles Walsh
AFFIANT, individually and as authorized agent of the Entity

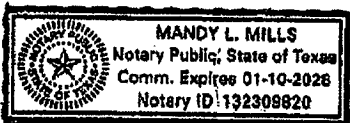
5/27/2026
Date

The foregoing instrument was subscribed and sworn to before me this 27 day of May
2026, by Giles Walsh, Authorized Signatory

Mandy Mills
NOTARY PUBLIC

My Commission Expires: 01-10-2028

My Commission Number: 132309820





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

I-2026-005612 Book 2849 Pg 258
06/16/2026 9:45am Pg 0258-0261
Fee: \$24.00 Doc: \$6,750.00
Hope Trammell - Pittsburg County Clerk
State of OK **MB**

Tax statements to:
Emerald ProjectCo Inc
620 FM 1033
Childress, TX 79201

GENERAL WARRANTY DEED

THE STATE OF OKLAHOMA

COUNTY OF PITTSBURG

THAT THE UNDERSIGNED, **Jimmy K. Doyle, Trustee of The KFD Family Trust**, dated May 20th, 2025 (PO Box 127, Edmond, OK 73083), hereinafter referred to as "**Grantor**", whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto **Emerald ProjectCo Inc.**, a Delaware corporation, 620 FM 1033, Childress, Texas 79201, herein referred to as "**Grantee**", whether one or more, all of Grantor's interest in the real property described as follows (the "**Property**"):

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, Pittsburgh County, State of Oklahoma.

Being further described by the ALTA/NPS Survey dated August 13, 2025 prepared by Stephne Johnson, Land Surveyor No. 1351, of Centerline, under Job No. 25-01-1010, as follows:

All of that certain tract, as described in Book 1504, Page 609, Deed Records of Pittsburg County, Oklahoma, situated in the Northeast Quarter (NE/4) and the North Half (N/2) of the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of Section 35, 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 for the Northeast corner, same being the Northeast corner of said Section 35;

THENCE S. 1°13'50" E. 3306.63 feet with the East line of said Section 35 to a 1/2 Inch Iron Rod with Cap marked "CA 8646" set for the Southeast corner, same being the Northeast corner of a 20.00 acre tract, as described in Book 2700, Page 363, Deed Records of Pittsburg County, Oklahoma;

THENCE S. 88°49'09" W. 1323.27 feet to a 1/2 Inch Iron Rod with Cap marked "CA 8646" set for the Southern most Southwest corner;

THENCE N. 1°14'59" W. 661.44 feet to a 1/2 Inch Iron Rod with Cap marked "CA 8646" set for a corner in the South line of said NE/4;

THENCE S. 88°49'38" W. 1323.57 feet to a 1/2 Inch Iron Rod with Cap marked "CA 8646" set for the Western most Southwest corner of this tract, same being the Southwest corner of said NE/4;

THENCE N. 1°16'33" W. 2646.17 feet to a Sandstone Monument found for the Northeast corner, same being the Northeast corner of said NE/4;

THENCE N. 88°50'40" E. 2649.15 feet with the North line of said Section 35 to the POINT OF BEGINNING.

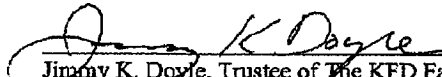
This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions and restrictions, relating to the hereinabove described Property as now reflected by the records of the County Clerk of Pittsburg County, Oklahoma but only to the extent that such exceptions are valid, existing, and, in fact, affect the Property.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto, including, without limitation, all rights of Grantor in and to any streets or other public ways adjacent to such Property and any development rights, water rights and/or oil, gas or other mineral rights owned in anywise belonging to Grantor, unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomever claiming or to claim the same or any part thereof; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto Grantee, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Current ad valorem taxes on said property have been prorated, the payment thereof is assumed by Grantee.

EXECUTED as of the date acknowledged below, to be effective as of the ^{12th} day of JUNE 2026.

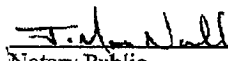
GRANTOR:


Jimmy K. Doyle, Trustee of The KFD Family Trust, dated
May 20th, 2025

STATE OF OKLAHOMA)
)ss.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 3rd day of JUNE 2026 by Jimmy K. Doyle, as Trustee of The KFD Family Trust, dated May 20th, 2025, on behalf of such trust.




Notary Public

State of Oklahoma

My commission expires: 06/09/2029

OAG 2024-2 - NON-EXEMPT BUSINESS/TRUST

Exhibit to Deed
AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: BUSINESS OR TRUST

STATE OF OKLAHOMA)
) ss.
COUNTY OF Pittsburgh)
TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned Giles Walsh
(list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states:

1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.
2. I am a/an Authorized Signatory (role, such as titled officer or trustee) of Emerald ProjectCo Inc., a Delaware corporation (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (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.
3. 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 or foreign government adversary shall acquire title to or own land in this state either directly or indirectly through a business entity, trust, or foreign government enterprise, except as hereinafter provided, but they 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 or has a national security agreement with the Committee on Foreign Investment in the United States (CFIUS) in accordance with federal law.
4. 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 60 O.S. § 121 or any other state or federal law.
5. 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.
6. 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 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.
[Signature]
AFFIANT, individually and as authorized agent of the Entity

06/10/2026
Date

The foregoing instrument was subscribed and sworn to before me this 10 day of June
2026, by Giles Walsh, Authorized Signatory

[Signature]
NOTARY PUBLIC

My Commission Expires: 01-10-2028
My Commission Number: 132309820



AFTER RECORDING RETURN TO:

Tamara McKinzie
Bracewell LLP
711 Louisiana St.
Suite 2300
Houston, TX 77002

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

I-2026-005613 Book 2849 Pg 262
06/16/2026 9:45am Pg 0262-0265
Fee: \$24.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK **MB**



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

NOTICE OF RELEASE

This NOTICE OF RELEASE (this "**Notice**") of that certain Memorandum of Purchase and Sale Agreement recorded August 28, 2025 in Book 2787, Page 331 and that certain Assignment of Memorandum of Purchase and Sale Agreement recorded October 21, 2025 in Book 2801, Page 351, all in the records of the Pittsburg County Clerk (collectively, the "**Memorandum of PSA**"), is made as of June 12, 2026 (the "**Effective Date**"), by and between Emerald ProjectCo Inc., a Delaware corporation, successor by assignment to Black Mountain Energy Storage II, LLC, a Texas limited liability company (the "**Purchaser**") and Jimmy Doyle as Trustee and Attorney in Fact of The KFD Family Trust, dated May 20th, 2025 (the "**Seller**").

Release: Notice is hereby given that the Memorandum of PSA has been released and is of no further force and effect.

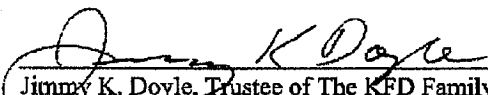
Property Description: Tract of land containing approximately 180 acres, more or less, as further described in Exhibit A.

(Remainder of page left intentionally blank – signature page follows)

IN WITNESS WHEREOF, the parties have executed this Notice as of the date acknowledged below but effective for all purposes as of the Effective Date above.

I-2026-005613 Book 2849 Pg 263
06/16/2026 9:45am Pg 0262-0265
Fee: \$24.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

SELLER:


Jimmy K. Doyle, Trustee of The KFD Family Trust, dated
May 20th, 2025

STATE OF OKLAHOMA)
)ss.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 3rd day of JUNE 2026 by Jimmy K. Doyle as Trustee of **THE KFD FAMILY TRUST, DATED MAY 20TH, 2025**, on behalf of said Trust.




Notary Public
State of Oklahoma
My commission expires: 06/09/2029

IN WITNESS WHEREOF, the parties have executed this Notice as of the date acknowledged below but effective for all purposes as of the Effective Date above.

I-2026-005613 Book 2849 Pg 264
06/16/2026 9:45am Pg 0262-0265
Fee: \$24.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

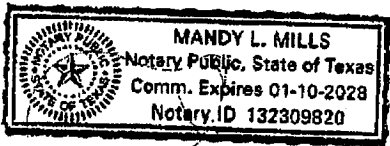
PURCHASER:

EMERALD PROJECTCO INC.,
a Delaware corporation

By: *Giles Walsh*
Name: Giles Walsh
Title: Authorized Signatory

STATE OF Texas)
COUNTY OF Childress)ss.
)

This instrument was acknowledged before me on this 10 day of JUNE 2026 by Giles Walsh, in their capacity as Authorized Signatory of EMERALD PROJECTCO INC., a Delaware corporation.



Mandy Mills
Notary Public
State of Texas
My commission expires: 01-10-2028

EXHIBIT A

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.

Being further described by the ALTA/NPS Survey dated August 13, 2025 prepared by Stephne Johnson, Land Surveyor No. 1351, of Centerline, under Job No. 25-01-1010, as follows:

All of that certain tract, as described in Book 1504, Page 609, Deed Records of Pittsburg County, Oklahoma, situated in the Northeast Quarter (NE/4) and the North Half (N/2) of the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of Section 35, 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 for the Northeast corner, same being the Northeast corner of said Section 35;

THENCE S. 1°13'50" E. 3306.63 feet with the East line of said Section 35 to a 1/2 Inch Iron Rod with Cap marked "CA 8646" set for the Southeast corner, same being the Northeast corner of a 20.00 acre tract, as described in Book 2700, Page 363, Deed Records of Pittsburg County, Oklahoma;

THENCE S. 88°49'09" W. 1323.27 feet to a 1/2 Inch Iron Rod with Cap marked "CA 8646" set for the Southern most Southwest corner;

THENCE N. 1°14'59" W. 661.44 feet to a 1/2 Inch Iron Rod with Cap marked "CA 8646" set for a corner in the South line of said NE/4;

THENCE S. 88°49'38" W. 1323.57 feet to a 1/2 Inch Iron Rod with Cap marked "CA 8646" set for the Western most Southwest corner of this tract, same being the Southwest corner of said NE/4;

THENCE N. 1°16'33" W. 2646.17 feet to a Sandstone Monument found for the Northeast corner, same being the Northeast corner of said NE/4;

THENCE N. 88°50'40" E. 2649.15 feet with the North line of said Section 35 to the POINT OF BEGINNING.

Submitted for recording:
Chicago Title Oklahoma
210 Park Ave., Suite 210
Oklahoma City, OK 73102
File #710702500296

GENERAL WARRANTY DEED

THE STATE OF OKLAHOMA

COUNTY OF PITTSBURG



I-2026-006097 Book 2851 Pg 682
06/30/2026 10:16am Pg 0682-0686
Fee: \$26.00 Doc: \$22,500.00
Hope Trammell - Pittsburg County Clerk
State of OK *MS*

THAT THE UNDERSIGNED, **Robert Weaver and Deborah Weaver, Trustees of The Robert Weaver and Deborah Weaver Revocable Trust dated November 28, 2012** (PO Box 321, Kiowa, OK 74553-0321), hereinafter referred to as "**Grantor**", whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto **Emerald ProjectCo Inc.**, a Delaware corporation, 620 FM 1033, Childress, Texas 79201, herein referred to as "**Grantee**", whether one or more, all of Grantor's interest in the real property described as follows (the "**Property**"):

BEING a tract situated in the South-Half (S/2) and Northeast-Quarter (NE/4) of Section 35, Township 3 North, Range 13 East, Indian Principal Meridian, Pittsburg County, Oklahoma, and the South-Half (S/2) of Section 34, 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 for the most Northerly Northeast Corner of this tract, same being the Northeast Corner of said NW/4 of Section 35;

THENCE S. 1°16'33" E. - 2646.28 feet with the East line of said NW/4 to a 1/2 Inch Iron Rod with Cap marked "CA 8646: Set for a Corner of this tract, same being the most Westerly Southwest Corner of a tract, as described in Book 2700, Page 363, Deed Records of Pittsburg County, Oklahoma;

THENCE N. 88°49'21" E. - 1323.57 feet with a South line of said tract to a 1/2 Inch Iron Rod with Cap marked "CA 8646" Set for a Corner of this tract, same being an internal "ell" corner of said tract;

THENCE S. 1°14'59" E. - 661.44 feet to a 1/2 Inch Iron Rod with Cap marked "CA 8646" Set for a Corner of this tract, same being the most Southerly Southwest Corner of said tract;

THENCE N. 88°49'09" E. - 661.64 feet with the South line of said tract to a 1/2 Inch Iron Rod with Cap marked "CA 8646" Set for a Corner of this tract, same being the Northwest Corner of a tract, as described in Book 1235, Page 79, Deed Records of Pittsburg County, Oklahoma;

THENCE S. 1°14'12" E. - 1322.81 feet with the West line of said tract to a 1/2 Inch Iron Rod with Cap marked "CA 8646" Set for a Corner of this tract, same being the Southwest Corner of said tract;

THENCE N. 88°48'46" E. - 661.33 feet with the South line of said tract to a 1/2 Inch Iron Rod with Cap marked "CA 8646" Set in the East line of said Section 35 for the most Easterly Northeast Corner of this tract, same being the Southeast Corner of said tract, and the North Corner of a tract, as described in Book 2741, Page 200, Deed Records of Pittsburg County,

Oklahoma;

THENCE S. 43°47'06" W. - 934.91 feet with the Northwest line of said tract to a 1/2 Inch Iron Rod with Cap marked "CA 8646" Set in the South line of said Section 35 for the Southeast Corner of this tract, same being the West corner of said tract;

THENCE S. 88°48'35" W. - 1983.55 feet with the South line of said Section 35 to a 1/2 Inch Iron Rod Found for a Corner of this tract, same being the Southwest Corner of the SE/4 of said Section 35;

THENCE S. 88°48'31" W. - 1322.48 feet continuing with the South line of said Section 35 to a 1/2 Inch Iron Rod with Cap marked "CA 8646" Set for a corner of this tract, same being the Southeast Corner of a tract, as described in Book 2741, Page 200, Deed Records of Pittsburg County, Oklahoma;

THENCE N. 1°13'27" W. - 1323.18 feet with the East line of said tract to a 1/2 Inch Iron Rod with Cap marked "CA 8646" Set for a Corner of this tract, same being the Northeast Corner of said tract;

THENCE S. 88°48'57" W. - 1321.29 feet with the North line of said tract to a 1/2 Inch Iron Rod with Cap marked "CA 8646" Set in the West line of said Section 35 for a Corner of this tract, same being the Northwest Corner of said tract;

THENCE S. 1°10'21" E. - 1323.34 feet with the West line of said Section 35 to a 2 Inch Iron Rod Found for a Corner of this tract, same being the Southwest Corner of said Section 35 and said tract, and being the Southeast Corner of said Section 35;

THENCE S. 88°54'47" W. - 3440.68 feet with the South line of said Section 34 to a 1/2 Inch Iron Rod with Cap marked "CA 8646" Set in the Southeast Right-of-Way line of South U.S. Highway 69 for the Southwest Corner of this tract;

THENCE N. 40°04'08" E. - 468.22 feet with the Southeast Right-of-Way line of said U.S. Highway 69 to a 1/2 Inch Iron Rod with Cap marked "CA 8646" Set for a Corner of this tract;

THENCE N. 53°02'58" E. continuing with the Southeast Right-of-Way line of said U.S. Highway 69 at 642.90 feet passed a Concrete Monument Found for a Corner, in all a total distance of 2542.53 feet to a Concrete Monument Found for a Corner of this tract;

THENCE N. 53°22'12" E. - 1313.18 feet continuing with the Southeast Right-of-Way line of said U.S. Highway 69 to a Concrete Monument Found for a Corner of this tract;

THENCE N. 53°07'54" E. - 1064.63 feet continuing with the Southeast Right-of-Way line of said U.S. Highway 69 to a Concrete Monument Found for a Corner of this tract, same being the beginning of a curve to the left with a Chord Bearing and Distance of N. 35°38'28" E. - 1766.98 feet, and a Radius of 2947.25 feet;

THENCE continuing with the Southeast Right-of-Way line of said U.S. Highway 69 and said curve to the left with a Chord Bearing and Distance of N. 35°38'28" E. - 1766.98 feet, a Radius of 2947.25 feet, and an Arc Length 1794.57 feet to a Concrete Monument Found for a Corner of this tract;

THENCE N. 18°06'29" E. continuing with the Southeast Right-of-Way line of said U.S. Highway 69 at 646.71 feet passed a Concrete Monument Found for a Corner, in all a total distance of 690.84 feet to a 1/2 Inch Iron Rod with Cap marked "CA 8646" Set in the North line of said Section 35 for the Northwest Corner of this tract;

THENCE N. 88°50'50" E. - 483.54 feet with the North line of said Section 35 to the POINT OF BEGINNING

This conveyance, however, is made and accepted subject to any and all validly existing

encumbrances, conditions and restrictions, relating to the hereinabove described Property as now reflected by the records of the County Clerk of Pittsburg County, Oklahoma but only to the extent that such exceptions are valid, existing, and, in fact, affect the Property.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto, including, without limitation, all rights of Grantor in and to any streets or other public ways adjacent to such Property and any development rights, water rights and/or oil, gas or other mineral rights owned in anywise belonging to Grantor, unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomever claiming or to claim the same or any part thereof; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto Grantee, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Current ad valorem taxes on said property have been prorated, the payment thereof is assumed by Grantee.

I-2026-006097 Book 2851 Pg 684
06/30/2026 10:16am Pg 0682-0686
Fee: \$26.00 Doc: \$22,500.00
Hope Trammell - Pittsburg County Clerk
State of OK

EXECUTED to be effective this 26th day of JUNE 2026.

I-2026-006097 Book 2851 Pg 685
06/30/2026 10:16am Pg 0682-0686
Fee: \$26.00 Doc: \$22,500.00
Hope Trammell - Pittsburg County Clerk
State of OK

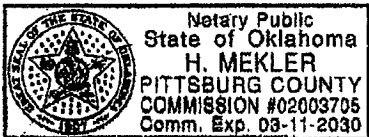
GRANTOR:

Robert Weaver
Robert Weaver, Co-Trustee of The Robert and Deborah
Weaver Revocable Trust dated November 28, 2012

Deborah Weaver
Deborah Weaver, Co-Trustee of The Robert and Deborah
Weaver Revocable Trust dated November 28, 2012

STATE OF OKLAHOMA)
)ss.
COUNTY OF PITTSBURG)

This instrument was acknowledged before me on this 26th day of JUNE 2026 by Robert Weaver as Co-Trustee of The Robert Weaver and Deborah Weaver Revocable Trust dated November 28, 2012, on behalf of such trust.



H. Mekler
Notary Public
State of Oklahoma
My commission expires: 3/11/30

STATE OF OKLAHOMA)
)ss.
COUNTY OF PITTSBURG)

This instrument was acknowledged before me on this 26th day of JUNE 2026 by Deborah Weaver as Co-Trustee of The Robert Weaver and Deborah Weaver Revocable Trust dated November 28, 2012, on behalf of such trust.



H. Mekler
Notary Public
State of Oklahoma
My commission expires: 3/11/30

Exhibit to Deed

AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: BUSINESS OR TRUST

STATE OF OKLAHOMA) I-2026-006097 Book 2851 Pg 686
) 06/30/2026 10:16am Pg 0682-0686
) ss. Fee: \$26.00 Doc: \$22,500.00
COUNTY OF Pittsburg) Hope Trammell - Pittsburg County Clerk
TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA State of OK

- Before me, the undersigned Giles Walsh
(list legal name and any aliases)(the "Affiant"), who, having been first duly sworn, deposes and states:
1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.
 2. I am a/an Authorized Signatory (role, such as titled officer or trustee) of Emerald ProjectCo Inc. (legal name, along with any trade or fictitious names, of business, trust, or other legal entity)(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.
 3. 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 or foreign government adversary shall acquire title to or own land in this state either directly or indirectly through a business entity, trust, or foreign government enterprise, except as hereinafter provided, but they 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 or has a national security agreement with the Committee on Foreign Investment in the United States (CFIUS) in accordance with federal law.
 4. 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 60 O.S. § 121 or any other state or federal law.
 5. 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 citizen(s) or bona fide residents of the State of Oklahoma.
 6. 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 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.

Giles Walsh
AFFIANT, individually and as authorized agent of the Entity

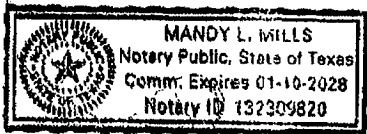
6/23/26
Date

The foregoing instrument was subscribed and sworn to before me this 23 day of June
2026, by Giles Walsh, Authorized Signatory

My Commission Expires: 01-10-2028

My Commission Number: 132309820

Mandy Mills
NOTARY PUBLIC



AFTER RECORDING RETURN TO:

Tamara McKinzie
Bracewell LLP
711 Louisiana St.
Suite 2300
Houston, TX 77002



Submitted for recording:
Chicago Title Oklahoma
210 Park Ave., Suite 210
Oklahoma City, OK 73102
File #710702500296

I-2026-006098 Book 2851 Pg 687
06/30/2026 10:16am Pg 0687-0691
Fee: \$26.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK MS

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

NOTICE OF RELEASE

This NOTICE OF RELEASE (this "Notice") of that certain Memorandum of Purchase and Sale Agreement recorded June 17, 2025 under Instrument No. I-2025-004847, in Book 2773, Page 787, and that certain Assignment of Memorandum of Purchase and Sale Agreement recorded October 21, 2025 in Book 2801, Page 331, all in the records of the Pittsburg County Clerk (collectively, the "Memorandum of PSA"), is made as of the 26th day of June, 2026 (the "Effective Date"), by and between Emerald ProjectCo Inc., a Delaware corporation, successor by assignment to Black Mountain Energy Storage II, LLC, a Texas limited liability company (the "Purchaser") and Robert Weaver and Deborah Weaver, Trustees of the Robert Weaver and Deborah Weaver Revocable Trust (the "Seller").

Release: Notice is hereby given that the Memorandum of PSA has been released and is of no further force and effect.

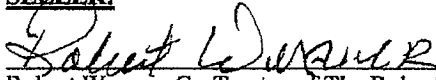
Property Description: The land in Pittsburg County, State of Oklahoma, as further described in Exhibit A attached hereto and incorporated herein.

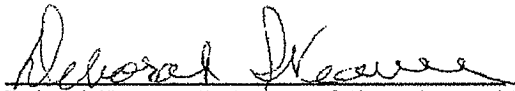
(Remainder of page left intentionally blank – signature page follows)

IN WITNESS WHEREOF, the parties have executed this Notice as of the date acknowledged below but effective for all purposes as of the Effective Date above.

I-2026-006098 Book 2851 Pg 688
06/30/2026 10:16am Pg 0687-0691
Fee: \$26.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

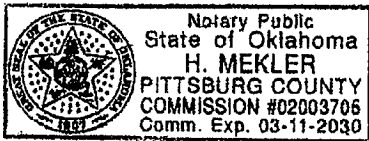
SELLER:


Robert Weaver, Co-Trustee of The Robert and Deborah
Weaver Revocable Trust dated November 28, 2012


Deborah Weaver, Co-Trustee of The Robert and Deborah
Weaver Revocable Trust dated November 28, 2012

STATE OF OKLAHOMA)
)ss.
COUNTY OF PITTSBURG)

This instrument was acknowledged before me on this 26th day of JUNE 2026 by Robert Weaver as Co-Trustee of The Robert Weaver and Deborah Weaver Revocable Trust dated November 28, 2012, on behalf of such trust.

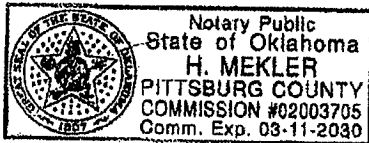




Notary Public
State of Oklahoma
My commission expires: 3/11/30

STATE OF OKLAHOMA)
)ss.
COUNTY OF PITTSBURG)

This instrument was acknowledged before me on this 26th day of JUNE 2026 by Deborah Weaver as Co-Trustee of The Robert Weaver and Deborah Weaver Revocable Trust dated November 28, 2012, on behalf of such trust.



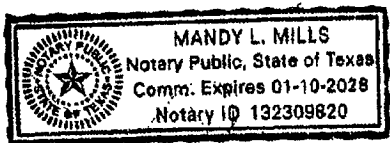


Notary Public
State of Oklahoma
My commission expires: 3/11/30

PURCHASER:

By: Giles Walsh
Title: Authorized Signatory

This instrument was acknowledged before me on this 7th day of June, 2026 by Giles Walsh, in his capacity as Authorized Signatory of EMERALD PROJECTCO INC., a Delaware corporation.



Mandy Mung
Notary Public
State of Texas

My commission expires: 01-10-2028

EXHIBIT A

BEING a tract situated in the South-Half (S/2) and Northeast-Quarter (NE/4) of Section 35, Township 3 North, Range 13 East, Indian Principal Meridian, Pittsburg County, Oklahoma, and the South-Half (S/2) of Section 34, 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 for the most Northerly Northeast Corner of this tract, same being the Northeast Corner of said NW/4 of Section 35;

THENCE S. 1°16'33" E. - 2646.28 feet with the East line of said NW/4 to a 1/2 Inch Iron Rod with Cap marked "CA 8646: Set for a Corner of this tract, same being the most Westerly Southwest Corner of a tract, as described in Book 2700, Page 363, Deed Records of Pittsburg County, Oklahoma;

THENCE N. 88°49'21" E. - 1323.57 feet with a South line of said tract to a 1/2 Inch Iron Rod with Cap marked "CA 8646" Set for a Corner of this tract, same being an internal "ell" corner of said tract;

THENCE S. 1°14'59" E. - 661.44 feet to a 1/2 Inch Iron Rod with Cap marked "CA 8646" Set for a Corner of this tract, same being the most Southerly Southwest Corner of said tract;

THENCE N. 88°49'09" E. - 661.64 feet with the South line of said tract to a 1/2 Inch Iron Rod with Cap marked "CA 8646" Set for a Corner of this tract, same being the Northwest Corner of a tract, as described in Book 1235, Page 79, Deed Records of Pittsburg County, Oklahoma;

THENCE S. 1°14'12" E. - 1322.81 feet with the West line of said tract to a 1/2 Inch Iron Rod with Cap marked "CA 8646" Set for a Corner of this tract, same being the Southwest Corner of said tract;

THENCE N. 88°48'46" E. - 661.33 feet with the South line of said tract to a 1/2 Inch Iron Rod with Cap marked "CA 8646" Set in the East line of said Section 35 for the most Easterly Northeast Corner of this tract, same being the Southeast Corner of said tract, and the North Corner of a tract, as described in Book 2741, Page 200, Deed Records of Pittsburg County, Oklahoma;

THENCE S. 43°47'06" W. - 934.91 feet with the Northwest line of said tract to a 1/2 Inch Iron Rod with Cap marked "CA 8646" Set in the South line of said Section 35 for the Southeast Corner of this tract, same being the West corner of said tract;

THENCE S. 88°48'35" W. - 1983.55 feet with the South line of said Section 35 to a 1/2 Inch Iron Rod Found for a Corner of this tract, same being the Southwest Corner of the SE/4 of said Section 35;

THENCE S. 88°48'31" W. - 1322.48 feet continuing with the South line of said Section 35 to a 1/2 Inch Iron Rod with Cap marked "CA 8646" Set for a corner of this tract, same being the Southeast Corner of a tract, as described in Book 2741, Page 200, Deed Records of Pittsburg County, Oklahoma;

THENCE N. 1°13'27" W. - 1323.18 feet with the East line of said tract to a 1/2 Inch Iron Rod with Cap marked "CA 8646" Set for a Corner of this tract, same being the Northeast Corner of said tract;

THENCE S. 88°48'57" W. - 1321.29 feet with the North line of said tract to a 1/2 Inch Iron

Rod with Cap marked "CA 8646" Set in the West line of said Section 35 for a Corner of this tract, same being the Northwest Corner of said tract;

THENCE S. $1^{\circ}10'21''$ E. - 1323.34 feet with the West line of said Section 35 to a 2 Inch Iron Rod Found for a Corner of this tract, same being the Southwest Corner of said Section 35 and said tract, and being the Southeast Corner of said Section 35;

THENCE S. $88^{\circ}54'47''$ W. - 3440.68 feet with the South line of said Section 34 to a 1/2 Inch Iron Rod with Cap marked "CA 8646" Set in the Southeast Right-of-Way line of South U.S. Highway 69 for the Southwest Corner of this tract;

THENCE N. $40^{\circ}04'08''$ E. - 468.22 feet with the Southeast Right-of-Way line of said U.S. Highway 69 to a 1/2 Inch Iron Rod with Cap marked "CA 8646" Set for a Corner of this tract;

THENCE N. $53^{\circ}02'58''$ E. continuing with the Southeast Right-of-Way line of said U.S. Highway 69 at 642.90 feet passed a Concrete Monument Found for a Corner, in all a total distance of 2542.53 feet to a Concrete Monument Found for a Corner of this tract;

THENCE N. $53^{\circ}22'12''$ E. - 1313.18 feet continuing with the Southeast Right-of-Way line of said U.S. Highway 69 to a Concrete Monument Found for a Corner of this tract;

THENCE N. $53^{\circ}07'54''$ E. - 1064.63 feet continuing with the Southeast Right-of-Way line of said U.S. Highway 69 to a Concrete Monument Found for a Corner of this tract, same being the beginning of a curve to the left with a Chord Bearing and Distance of N. $35^{\circ}38'28''$ E. - 1766.98 feet, and a Radius of 2947.25 feet;

THENCE continuing with the Southeast Right-of-Way line of said U.S. Highway 69 and said curve to the left with a Chord Bearing and Distance of N. $35^{\circ}38'28''$ E. - 1766.98 feet, a Radius of 2947.25 feet, and an Arc Length 1794.57 feet to a Concrete Monument Found for a Corner of this tract;

THENCE N. $18^{\circ}06'29''$ E. continuing with the Southeast Right-of-Way line of said U.S. Highway 69 at 646.71 feet passed a Concrete Monument Found for a Corner, in all a total distance of 690.84 feet to a 1/2 Inch Iron Rod with Cap marked "CA 8646" Set in the North line of said Section 35 for the Northwest Corner of this tract;

THENCE N. $88^{\circ}50'50''$ E. - 483.54 feet with the North line of said Section 35 to the POINT OF BEGINNING

I-2026-006098 Book 2851 Pg 691
06/30/2026 10:16am Pg 0687-0691
Fee: \$26.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

AFTER RECORDING RETURN TO:

Tamara McKinzie
Bracewell LLP
711 Louisiana St.
Suite 2300
Houston, TX 77002



I-2026-006533 Book 2854 Pg 631
07/14/2026 8:13am Pg 0631-0635
Fee: \$26.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK **BW**

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

NOTICE OF RELEASE

This NOTICE OF RELEASE (this "Notice") of that certain Memorandum of Contract recorded May 27, 2026 under Instrument No. I-2026-004663, in Book 2843, Page 556, in the records of the Pittsburg County Clerk (the "Memorandum of PSA"), is made as of the 16th day of July, 2026 (the "Effective Date"), by and between Emerald ProjectCo Inc., a Delaware corporation, (the "Buyer") and Mary Alice Battles, Kenneth H. Battles, and Monica R. Palmer, as Trustees of the Kenneth H. Battles Trust dated February 7, 1994 and Mary Alice Battles, as Trustee of the Mary Alice Battles Trust dated February 7, 1994, (collectively, the "Seller").

Release: Notice is hereby given that the Memorandum of PSA has been released and is of no further force and effect.

Property Description: That certain property located in Pittsburg County, State of Oklahoma, as further described in Exhibit A attached hereto and incorporated herein.

(Remainder of page left intentionally blank – signature page follows)

IN WITNESS WHEREOF, the parties have executed this Notice as of the date acknowledged below but effective for all purposes as of the Effective Date above.

I-2026-006533 Book 2854 Pg 632
07/14/2026 8:13am Pg 0631-0635
Fee: \$26.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

SELLER:

**THE KENNETH H. BATTLES TRUST DATED
FEBRUARY 7, 1994**

By: Mary Alice Battles
Mary Alice Battles, Trustee

By: Michael K. Battles
Michael K. Battles, Trustee

By: Monica R. Palmer
Monica R. Palmer, Trustee

**THE MARY ALICE BATTLES TRUST DATED
FEBRUARY 7, 1994**

By: Mary Alice Battles
Mary Alice Battles, Trustee

STATE OF Oklahoma)
)ss.
COUNTY OF Pittsburg)

I-2026-006533 Book 2854 Pg 633
07/14/2026 8:13am Pg 0631-0635
Fee: \$26.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

This instrument was acknowledged before me on this 9 day of July, 2026 by Mary Alice Battles, Michael K. Battles, and Monica R. Palmer, as Trustees of The Kenneth H. Battles Trust dated February 7, 1994, on behalf of such trust.

[SEAL]



Summer Stick
Notary Public

State of Oklahoma

My commission expires: 02-22-2028

STATE OF Oklahoma)
)ss.
COUNTY OF Pittsburg)

This instrument was acknowledged before me on this 9 day of July, 2026 by Mary Alice Battles, as Trustee of The Mary Alice Battles Trust dated February 7, 1994, on behalf of such trust.

[SEAL]



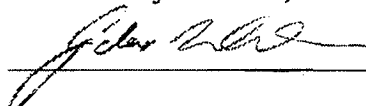
Summer Stick
Notary Public
State of Oklahoma

My commission expires: 02-22-2028

I-2026-006533 Book 2854 Pg 634
07/14/2026 8:13am Pg 0631-0635
Fee: \$26.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK

BUYER:

Emerald ProjectCo Inc., a Delaware corporation

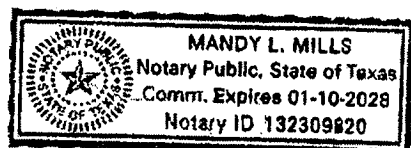


By: Giles Walsh

Title: Authorized Signatory

STATE OF Texas)
)ss.
COUNTY OF Childress)

This instrument was acknowledged before me on this ___ day of July, 2026 by Giles Walsh, in his capacity as Authorized Signatory of EMERALD PROJECTCO INC., a Delaware corporation.




Notary Public
State of Texas

My commission expires: 01-10-2028

EXHIBIT A

All that Part of the Southeast Quarter (SE/4) and the Southeast Quarter of the Northeast Quarter (SE/4 NE/4) lying South and East of the County Road in Section Thirty-three (33), Township Three (3) North, Range Thirteen (13) East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

And

All that Part of the West Half of the Southwest Quarter of the Northwest Quarter (W/2 SW/4 NW/4) Lying South and East of the County Road, of Section Thirty-four (34), Township Three (3) North, Range Thirteen (13) East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

LESS AND EXCEPT the following described tract of land:

A Tract in the Southeast Quarter (SE/4) Lying South and East of County Road, Section Thirty-three (33), 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 Southeast Corner of the Southeast Quarter (SE/4) of said Section Thirty-three (33); Thence North 01°09'29" West along the East Line of the Southeast Quarter (SE/4) a distance of 16.50 feet to a point, said point being the Point Of Beginning; Thence South 88°37'27" West and parallel to the South line of said Southeast Quarter (SE/4) a distance of 30 feet; Thence North 01°09'29" West and parallel to said East line a distance of 347.33 feet; Thence North 63°34'32" West a distance of 1055.03 feet; Thence North 26°28'34" East a distance of 474.50 feet; Thence North 32°31'26" East a distance of a distance of 94.47 feet; Thence North 74°40'45" East a distance of 134.15 feet; Thence North 30°03'07" East a distance of 239.21 feet; Thence North 15°57'46" East a distance of 218.72 feet; Thence North 23°28'02" West a distance of 195.97 feet; Thence North 63°18'38" East a distance of 91.87 feet; Thence North 26°25'51" East a distance of 282.35 feet; Thence North 11°23'35" East a distance of 210.67 feet; Thence North 60°37'22" East a distance of 160.34 feet; Thence North 26°29' 43" East a distance of 103.16 feet to the Northeast corner of said Southeast Quarter; Thence South 01°09'29" East along said East line a distance of 2625.11 feet to the Point of Beginning.



GENERAL WARRANTY DEED

THE STATE OF OKLAHOMA

COUNTY OF PITTSBURG

I-2026-006534 Book 2854 Pg 636
07/14/2026 8:13am Pg 0636-0641
Fee: \$28.00 Doc: \$6,250.50
Hope Trammell - Pittsburg County Clerk
State of OK **BW**

THAT THE UNDERSIGNED, **The Kenneth H. Battles Trust dated February 7, 1994, Mary Alice Battles, Michael K. Battles, and Monica R. Palmer, as Trustees, and The Mary Alice Battles Trust dated February 7, 1994, Mary Alice Battles, as Trustee**, hereinafter referred to collectively as "**Grantor**", whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto **Emerald ProjectCo Inc.**, a Delaware corporation, 620 FM 1033, Childress, Texas 79201, herein referred to as "**Grantee**", whether one or more, all of Grantor's interest in the real property described as follows (the "**Property**"):

All that part of the SE/4 and the SE/4 NE/4 lying South and East of the centerline of Doyle Road in Section Thirty-three (33), Township Three (3) North, Range Thirteen (13) East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

AND

All that part of the West Half of the Southwest Quarter of the Northwest Quarter (W/2 SW/4 NW/4) lying South and East of the centerline of Doyle Road in Section Thirty-four (34), Township Three (3) North, Range Thirteen (13) East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

LESS & EXCEPT the following described tract of land as described in Book 1115, Pages 806-807

A parcel of land being a part of the Southeast Quarter of Section Thirty-three (33), 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 Southeast Corner of said Section Thirty-three (33); Thence North 01°09'29" West along the East Line of said Southeast Quarter a distance of 16.50 feet to a point, said point being the POINT OF BEGINNING; Thence South 88°37'27" West and parallel to the South line of said Southeast Quarter a distance of 30 feet; Thence North 01°09'29" West and parallel to said East line a distance of 347.33 feet; Thence North 63°34'32" West a distance of 1055.03 feet; Thence North 26°28'34" East a distance of 474.50 feet; Thence

North 32°31'26" East a distance of a distance of 94.47 feet; Thence North 74°40'45" East a distance of 134.15 feet; Thence North 30°03'07" East a distance of 239.21 feet; Thence North 15°57'46" East a distance of 218.72 feet; Thence North 23°28'02" West a distance of 195.97 feet; Thence North 63°18'38" East a distance of 91.87 feet; Thence North 26°25'51" East a distance of 282.35 feet; Thence North 11°23'35" East a distance of 210.67 feet; Thence North 60°37'22" East a distance of 160.34 feet; Thence North 26°29' 43" East a distance of 103.16 feet to the Northeast corner of said Southeast Quarter; Thence South 01°09'29" East along said East line a distance of 2625.11 feet to the POINT OF BEGINNING, containing 25.21 acres, more or less.

The Subject Tract contains a total of 113.13 Acres as surveyed.

For Grantor and Grantor's heirs, successors, and assigns forever, Grantor reserves the oil, gas and other minerals related thereto, however, Grantor expressly waives and does not retain any right (whether express or implied) of ingress to and egress from, or for reasonable use of, the surface of the Property (including surface minerals), for any purpose relating to the portion of the mineral estate reserved by Grantor.

This conveyance, however, is expressly made subject and subordinate to those encumbrances and exceptions set forth on Exhibit A attached hereto and made a part hereof for all purposes, but only to the extent that the same are valid and subsisting and, in fact, affect or relate to the Property.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto, including, without limitation, all rights of Grantor in and to any streets or other public ways adjacent to such Property and any development rights, and water rights owned in anywise belonging to Grantor, unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomever claiming or to claim the same or any part thereof; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto Grantee, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Current ad valorem taxes for the year 2026 on said Property have been prorated, the payment thereof is assumed by Grantee.

I-2026-006534 Book 2854 Pg 637
07/14/2026 8:13am Pg 0636-0641
Fee: \$28.00 Doc: \$6,250.50
Hope Trammell - Pittsburg County Clerk
State of OK

EXECUTED as of the date acknowledged below, to be effective for all purposes as the 10th day of July, 2026.

I-2026-006534 Book 2854 Pg 638
07/14/2026 8:13am Pg 0636-0641
Fee: \$28.00 Doc: \$6,250.50
Hope Trammell - Pittsburg County Clerk
State of OK

GRANTOR:

**THE KENNETH H. BATTLES TRUST DATED
FEBRUARY 7, 1994**

By: Mary Alice Battles
Mary Alice Battles, Trustee

By: Michael K. Battles
Michael K. Battles, Trustee

By: Monica R. Palmer
Monica R. Palmer, Trustee

GRANTOR:

**THE MARY ALICE BATTLES TRUST DATED
FEBRUARY 7, 1994**

By: Mary Alice Battles
Mary Alice Battles, Trustee

STATE OF Oklahoma)
) ss.
COUNTY OF Pittsburg)

I-2026-006534 Book 2854 Pg 639
07/14/2026 8:13am Pg 0636-0641
Fee: \$28.00 Doc: \$6,250.50
Hope Trammell - Pittsburg County Clerk
State of OK

This instrument was acknowledged before me on this 9 day of July, 2026 by Mary Alice Battles, Michael K. Battles, and Monica R. Palmer, as Trustees of The Kenneth H. Battles Trust dated February 7, 1994, on behalf of such trust.

[SEAL]



Summer Stick
Notary Public
State of Oklahoma

My commission expires: 02-22-2028

STATE OF Oklahoma)
) ss.
COUNTY OF Pittsburg)

This instrument was acknowledged before me on this 9 day of July, 2026 by Mary Alice Battles, as Trustee of The Mary Alice Battles Trust dated February 7, 1994, on behalf of such trust.

[SEAL]



Summer Stick
Notary Public
State of Oklahoma

My commission expires: 02-22-2028

EXHIBIT A

Exceptions to Conveyance

I-2026-006534 Book 2854 Pg 640
07/14/2026 8:13am Pg 0636-0641
Fee: \$28.00 Doc: \$6,250.50
Hope Trammell - Pittsburg County Clerk
State of OK

Right of Way in favor of Public Service Co. of Oklahoma recorded in book 485, page 367 (Entry 12-4) and Supplemental Easement and Right of Way recorded in book 2731, page 150 (Entry 116-4).

Easement in favor of Rural Water District No. 11, Pittsburg County, recorded in book 546, page 314 (Entry 14-4).

Easement in favor of Rural Water District No. 11, Pittsburg County, recorded in book 546, page 315 (Entry 16-4).

Easement in favor of Rural Water District No. 11, Pittsburg County, recorded in book 573, page 358 (Entry 18-4).

Easement in favor of CenterPoint Energy Gas Transmission Co. recorded in book 1397, page 667 (Entry 78-4) and Easement in favor of CenterPoint Energy Gas Transmission Co. recorded in book 1397, page 670 (Entry 89-4).

Easement in favor of Allied Telephone Co. of Okla recorded in book 405, page 378 as affected by Memorandum of Assignment of Easements recorded in book 2223, page 654 (Entry 99-4).

Consequence of the following matters depicted on that certain Survey made by Isaac Lloyd Hammons, OLPLS no 2063 for Back Forty Surveying & Mapping LLC designed as Job No. 226-BF dated October 20, 2025, last revised June 15, 2026 (the "Survey"):

- a. Variation in location of fence lines and property lines
- b. Statutory 33' Road Easements (16.5' on each side of section lines)
- c. 60' Right-of-Way of Doyle Road
- d. Electric easement outside easement area
- e. Telephone pedestals

Exhibit to Deed

AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: BUSINESS OR TRUST

STATE OF OKLAHOMA

COUNTY OF Pittsburgh

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

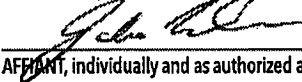
I-2026-006534
07/14/2026 8:13am
Fee: \$28.00 Doc: \$6,250.50
Hope Trammell - Pittsburg County Clerk
State of OK

Book 2854 Pg 641
Pg 0636-0641

ss.

- Before me, the undersigned Giles Walsh
(list legal name and any aliases) (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 a/an Authorized Signatory (role, such as titled officer or trustee) of Emerald ProjectCo Inc., a Delaware corporation (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (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 or foreign government adversary shall acquire title to or own land in this state either directly or indirectly through a business entity, trust, or foreign government enterprise, except as hereinafter provided, but they 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 or has a national security agreement with the Committee on Foreign Investment in the United States (CFIUS) 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 60 O.S. § 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 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.

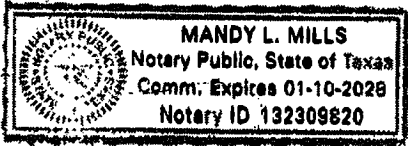

AFFIANT, individually and as authorized agent of the Entity

07/06/2026
Date

The foregoing instrument was subscribed and sworn to before me this 06 day of July
2026, by Giles Walsh, Authorized Signatory

My Commission Expires: 01-10-2028
My Commission Number: 132309820


NOTARY PUBLIC



AFTER RECORDING RETURN TO:

Tamara McKinzie
Bracewell LLP
711 Louisiana St.
Suite 2300
Houston, TX 77002



I-2026-007368 Book 2860 Pg 239
08/11/2026 8:17am Pg 0239-0242
Fee: \$24.00 Doc: \$0.00
Hope Trammell - Pittsburg County Clerk
State of OK JK

Submitted for recording:
Chicago Title Oklahoma
210 Park Ave., Suite 210
Oklahoma City, OK 73102
File #710702600258

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

NOTICE OF RELEASE

This NOTICE OF RELEASE (this "Notice") of that certain Memorandum of Contract recorded May 27, 2026 under Instrument No. I-2026-004660, in Book 2843, Page 549, in the records of the Pittsburg County Clerk (the "Memorandum of PSA"), is made as of the 4th day of August, 2026 (the "Effective Date"), by and between Emerald ProjectCo Inc., a Delaware corporation, (the "Buyer") and William Dwayne Drake (the "Seller").

Release: Notice is hereby given that the Memorandum of PSA has been released and is of no further force and effect.

Property Description: That certain property located in Pittsburg County, State of Oklahoma, as further described in Exhibit A attached hereto and incorporated herein.

(Remainder of page left intentionally blank – signature page follows)

IN WITNESS WHEREOF, the parties have executed this Notice as of the date acknowledged below but effective for all purposes as of the Effective Date above.

SELLER:

WILLIAM DWAYNE DRAKE

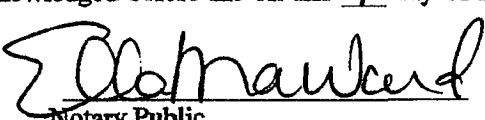
By: 
William Dwayne Drake

STATE OF Oklahoma)
)ss.
COUNTY OF Pittsburg)

This instrument was acknowledged before me on this 7th day of August, 2026 by William Dwayne Drake.

[SEAL]




Notary Public
State of Oklahoma
My commission expires: 11/04/26

BUYER:

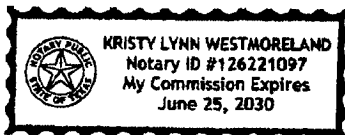
Emerald ProjectCo Inc., a Delaware corporation

Noah J Clark
By: Noah J Clark
Title: Authorized Signatory

STATE OF Texas
COUNTY OF Childress

)
)ss.
)

This instrument was acknowledged before me on this 4 day of August, 2026 by Noah J Clark
in his or her capacity as Authorized Signatory of EMERALD PROJECTCO INC., a Delaware corporation.



Kristy Lynn Westmoreland
Notary Public
State of Texas
My commission expires: 6/25/30

EXHIBIT A

BEING a 94.71 acre tract, situated in the North Half (N/2) of Section 34, Township 3 North, Range 13 East, Indian Principal Meridian, Pittsburg County, Oklahoma, being all of that certain tract as described in Book 2333, Page 517, Deed Records of Pittsburg County, Oklahoma, and said 94.71 acre tract being further described by metes and bounds as follows:

COMMENCING at a Sandstone Monument found for the Northwest corner of said Section 34; THENCE S. 1°10'06" E. 1320.44 feet with the West line of said Section 34 to the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of said Section 34; THENCE N. 88°47'10" E. 512.34 feet with the South line of said Northwest Quarter of the Northwest Quarter (NW/4 NW/4) to a 1/2 Inch Iron Rod with Blue Cap marked "Back Forty" found in the East Right-of-Way line of Doyle Road and the North line of a 16.09 acre tract, as described in Book 1935, Page 278, Deed Records of Pittsburg County, Oklahoma, for the POINT OF BEGINNING;

THENCE N. 38°42'41" E. 1342.92 feet with the East Right-of-Way line of said Doyle Road to a 1/2 Inch Iron Rod with Cap marked "CA 8646" set, same being the Southwest corner of a 14.94 acre tract, as described in Book 721, Page 561, Deed Records of Pittsburg County, Oklahoma;

THENCE N. 88°33'27" E. 1833.26 feet with the South line of said 14.94 acre tract to a 1/2 Inch Iron Rod with Cap set in the West Right-of-Way line of the Missouri Kansas & Texas Railroad, same being the Southeast corner of said 14.94 acre tract;

THENCE S. 28°22'33" W. 2713.90 feet generally with and along an existing fence and the West Right-of-Way line of said Missouri Kansas & Texas Railroad to a 1/2 Inch Iron Rod with Cap set in the South line of the Northwest Quarter (NW/4) of said Section 43;

THENCE S. 88°51'42" W. 1207.13 feet with the South line of said Northwest Quarter (NW/4) to a 1/2 Inch Iron Rod with Blue Cap marked "Back Forty" found for the Southwest corner of the East Half of the Southwest Quarter of the Northwest Quarter (E/2 SW/4 NW/4), same being the Southeast corner of said 16.09 acre tract;

THENCE N. 1°12'51" W. 1320.86 feet with the West line of said East Half of the Southwest Quarter of the Northwest Quarter (E/2 SW/4 NW/4) to a 1/2 Inch Iron Rod with Cap set, same being the Northeast corner of said 16.09 acre tract;

THENCE S. 88°54'54" W. 147.90 feet with the South line of the West Half of the Northwest Quarter of the Northwest Quarter (W/2 NW/4 NW/4) and the North line of said 16.09 acre tract to the POINT OF BEGINNING and containing 94.71 acres of land, more or less.

Submitted for recording:
Chicago Title Oklahoma
210 Park Ave., Suite 210
Oklahoma City, OK 73102
File #710702600258



I-2026-007369 Book 2860 Pg 243
08/11/2026 8:17am Pg 0243-0248
Fee: \$28.00 Doc: \$4,472.25
Hope Trammell - Pittsburg County Clerk
State of OK JK

GENERAL WARRANTY DEED

THE STATE OF OKLAHOMA

6000182600172

COUNTY OF PITTSBURG

a single person

THAT THE UNDERSIGNED, **William Dwayne Drake**, hereinafter referred to as "**Grantor**", whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto **Emerald ProjectCo Inc.**, a Delaware corporation, 620 FM 1033, Childress, Texas 79201, herein referred to as "**Grantee**", whether one or more, all of Grantor's interest in the real property described as follows (the "**Property**"):

BEING a 94.71 acre tract, situated in the North Half (N/2) of Section 34, Township 3 North, Range 13 East, Indian Principal Meridian, Pittsburg County, Oklahoma, being all of that certain tract as described in Book 2333, Page 517, Deed Records of Pittsburg County, Oklahoma, and said 94.71 acre tract being further described by metes and bounds as follows:

COMMENCING at a Sandstone Monument found for the Northwest corner of said Section 34; THENCE S. 1°10'06" E. 1320.44 feet with the West line of said Section 34 to the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of said Section 34; THENCE N. 88°47'10" E. 512.34 feet with the South line of said Northwest Quarter of the Northwest Quarter (NW/4 NW/4) to a 1/2 Inch Iron Rod with Blue Cap marked "Back Forty" found in the East Right-of-Way line of Doyle Road and the North line of a 16.09 acre tract, as described in Book 1935, Page 278, Deed Records of Pittsburg County, Oklahoma, for the POINT OF BEGINNING;

THENCE N. 38°42'41" E. 1342.92 feet with the East Right-of-Way line of said Doyle Road to a 1/2 Inch Iron Rod with Cap marked "CA 8646" set, same being the Southwest corner of a 14.94 acre tract, as described in Book 721, Page 561, Deed Records of Pittsburg County, Oklahoma;

THENCE N. 88°33'27" E. 1833.26 feet with the South line of said 14.94 acre tract to a 1/2 Inch Iron Rod with Cap set in the West Right-of-Way line of the Missouri Kansas & Texas Railroad, same being the Southeast corner of said 14.94 acre tract;

THENCE S. 28°22'33" W. 2713.90 feet generally with and along an existing fence and the West Right-of-Way line of said Missouri Kansas & Texas Railroad to a 1/2 Inch Iron Rod with Cap set in the South line of the Northwest Quarter (NW/4) of said Section 43;

THENCE S. 88°51'42" W. 1207.13 feet with the South line of said Northwest Quarter (NW/4) to a 1/2 Inch Iron Rod with Blue Cap marked "Back Forty" found for the Southwest corner of the East Half of the Southwest Quarter of the Northwest Quarter (E/2 SW/4 NW/4), same being the Southeast corner of said 16.09 acre tract;

THENCE N. 1°12'51" W. 1320.86 feet with the West line of said East Half of the Southwest Quarter of the Northwest Quarter (E/2 SW/4 NW/4) to a 1/2 Inch Iron Rod with Cap set, same being the Northeast corner of said 16.09 acre tract;

THENCE S. 88°54'54" W. 147.90 feet with the South line of the West Half of the Northwest Quarter of the Northwest Quarter (W/2 NW/4 NW/4) and the North line of said 16.09 acre tract to the POINT OF BEGINNING and containing 94.71 acres of land, more or less;

Together with improvements.

This conveyance, however, is expressly made subject and subordinate to those encumbrances and exceptions set forth on Exhibit A attached hereto and made a part hereof for all purposes, but only to the extent that the same are valid and subsisting and, in fact, affect or relate to the Property.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto, including, without limitation, all rights of Grantor in and to any streets or other public ways adjacent to such Property and any development rights, and water rights owned in anywise belonging to Grantor, unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomever claiming or to claim the same or any part thereof; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto Grantee, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Current ad valorem taxes for the year 2026 on said Property have been prorated, the payment thereof is assumed by Grantee.

EXECUTED as of the date acknowledged below, to be effective for all purposes as the 7th
day of August, 2026.

GRANTOR:

WILLIAM DWAYNE DRAKE

By: [Signature]
William Dwayne Drake

STATE OF Oklahoma)
) ss.
COUNTY OF Pittsburg)

This instrument was acknowledged before me on this 7th day of August, 2026 by
William Dwayne Drake.

[SEAL]



[Signature]
Notary Public

State of Oklahoma

My commission expires: 11/04/28

I-2026-007369 Book 2860 Pg 246
08/11/2026 8:17am Pg 0243-0248
Fee: \$28.00 Doc: \$4,472.25
Hope Trammell - Pittsburg County Clerk
State of OK

EXHIBIT A

Exceptions to Conveyance

Right-Of-Way Easement recorded in Book 287, Page 39.

Easements in favor of Public Service Company of Oklahoma recorded in Book 506, Page 414, as affected by Supplemental Easement and Right of Way recorded in Book 2731, Page 142, and recorded in Book 1154, Page 279, recorded in Book 1161, Page 414.

Easement in favor of Centerpoint Energy Gas Transmission Company recorded in Book 1397, Page 673.

OAG 2024-2 -NON-EXEMPT BUSINESS/TRUST

Exhibit to Deed

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 Noah J Clark
(list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states:

1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.
2. I am a/an Authorized Signatory (role, such as titled officer or trustee) of Emerald ProjectCo Inc., a Delaware corporation (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (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.
3. 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 or foreign government adversary shall acquire title to or own land in this state either directly or indirectly through a business entity, trust, or foreign government enterprise, except as hereinafter provided, but they 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 or has a national security agreement with the Committee on Foreign Investment in the United States (CFIUS) in accordance with federal law.
4. 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 60 O.S. § 121 or any other state or federal law.
5. 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 citizen(s) or bona fide residents of the State of Oklahoma.
6. 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 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.

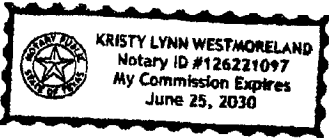
Noah J Clark
AFFIANT, individually and as authorized agent of the Entity

Date 8/4/2026

The foregoing instrument was subscribed and sworn to before me this 4 day of August
2026 by Kristy Lynn Westmoreland

Kristy Lynn Westmoreland
NOTARY PUBLIC

My Commission Expires: June 25, 2030
My Commission Number: 126221097



Record Legal

I-2026-007369 Book 2860 Pg 248
08/11/2026 8:17am Pg 0243-0248
Fee: \$28.00 Doc: \$4,472.25
Hope Trammell - Pittsburg County Clerk
State of OK

Order No.: 710702600258

For Tax Map ID(s): 1332 and 50113

A TRACT OF LAND in the N½ of Section 34, Township 3 North, Range 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 34;

THENCE South 1320.00 feet along the West Line of Section 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 North 39°13'01" East along the Easterly Right-of-Way Line of said road for a distance of 1342.92 feet;

THENCE North 89°59'03" East for a distance of 1843.99 feet to the Westerly Right-of-Way Line of the MK & T Railroad;

THENCE South 29°33'58" West for 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 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.

W. 147.90 feet with the South line of the West Half of the Northwest Quarter of the Northwest Quarter (W/2 NW/4 NW/4) and the North line of said 16.09 acre tract to the POINT OF BEGINNING and containing 94.71 acres of land, more or less.