EXHIBIT "I"

Gordon County
Public Works Department

APPLICATION AND PERMIT FOR UTILITY FACILITY ENCROACHMENT AND / OR ANY OTHER CROSSING OF PUBLIC ROAD MAINTAINED BY SAID COUNTY OUTSIDE CITY LIMITS OF ANY MUNICIPALITY IN GORDON COUNTY

To: Gordon County Public Works

Application is hereby made by: Fidem Energy of Gordon, LLC

Address of Applicant 650 25th Street N.W. Suite 500

Cleveland, TN 37311

For permission to make the following described utility installation within the limits of Right of Way:
Installing a renewable natural gas pipeline in the Gordon County public road right of way/easement.

For county maintained road known as: Installation of approximately

Nearest Property Address: PLEASANT HILL EXT

Estimated Completion Date: 06/07/2025

NO CUTTING INTO ROADWAY without permission from Gordon County Public Works.

Roadway cutting permission: X Granted ___ Not Granted ___ Not Requested

Roadway Cutting Stipulations:

Other Permit Stipulations:

- A road map plan of project will be shown on a separate sheet and attached to application.
- All utilities crossing the right of way shall be placed 3 feet below top of road bed, dry bored, and cased
- Utilities running parallel with right of way or roadway will be placed according to Unified Land Development Code, Standard Detail: 208 if sufficient right of way exists. If not, utilities shall be placed a minimum of 13 feet from the center line of road and 3 feet deep. Cuts are not to exceed 12" width. Where right of way is ditch to ditch, applicant will obtain right of way. All Underground utilities will be marked.
- The utility covered hereby shall be installed with attached roadmap, and subject to the printed rules and Regulations for the control and protection of county maintained roads and right of ways.

24 Hour Contact Person: Ron Vail

Phone Number: 4232443457 Email: rvail@fidem-energy.com

Other Additional Contacts (if provided):
Robert Wargo 423-740-1033

Permit requested on 03/07/2024. The signing of this permit Application will commit the applicant to the stipulations outlined in the permit.

Ron G Vail

Applicant Name: Ron Vail Title: COO

Company: Fidem Energy of Gordon, LLC

Phone Number: 4232443457 Email: rvail@fidem-energy.com

This permit is to be strictly followed and no work other than that specifically described above is hereby Authorized. In addition to the provisions of the Gordon County Right of Way Protection Ordinance, the applicant will comply with all State and Federal regulations pertaining to utility operations.

Approval Date: 02/26/2024 County Official: steve.parris@gordoncounty.org



LEGEND

- PROPOSED GAS LINES
- PROPOSED BORES
- CENTERLINE
- EDGE OF PAVEMENT

0 200 400 Feet

NO.	DATE	REVISION	BY	CHK	APPD
0	05/09/2023	PRELIMINARY	HG	SP	SP
1	01/09/2024	PERMIT SUBMITTAL	MG	SP	SP

NO.	DATE	REVISION	BY	CHK	APPD

811 Know what's below. Call before you dig.

MID SOUTH
ENGINEERING CONSULTANTS
1132 COLLIERVILLE-ARLINGTON ROAD
COLLIERVILLE, TENNESSEE 38017
OFFICE: 901.854.6111 FAX: 901.854.6444

ORIGINAL DRAWING SHEET SIZE: ARCH D | DRAWING SCALE: 1" = 100'

ENGINEER'S SEAL

PERMIT SUBMITTAL
NOT FOR CONSTRUCTION

ENGINEERING APPROVAL	INITIALS	DATE
DRAWN BY: HILL GRAHAM	HG	05/09/2023
CHECKED BY: STEVE PASCHALL	SP	05/09/2023
APPROVED BY:		

DEVELOPER: FIDEM ENERGY
ENGINEER: MID SOUTH ENGINEERING CONSULTANTS, LLC

DRAWING TITLE:

FIDEM RNG PIPELINE
GORDON COUNTY,GA
4" STEEL RNG PIPELINE ALIGNMENT

DRAWING NUMBER:	FACILITY	STATE	IDENTIFICATION	SHEET	REVISION
	A	GA	FIDMGC1010	C01	00



LEGEND

- PROPOSED GAS LINES
- PROPOSED BORES
- CENTERLINE
- EDGE OF PAVEMENT

0 200 400 Feet

NO.	DATE	REVISION	BY	CHK	APPD
0	05/09/2023	PRELIMINARY	HG	SP	SP
1	01/09/2024	PERMIT SUBMITTAL	MG	SP	SP

NO.	DATE	REVISION	BY	CHK	APPD

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ENGINEER'S SEAL

PERMIT SUBMITTAL
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CHECKED BY: STEVE PASCHALL	SP	05/09/2023
APPROVED BY:		

DEVELOPER: FIDEM ENERGY
ENGINEER: MID SOUTH ENGINEERING CONSULTANTS, LLC

DRAWING TITLE:
FIDEM RNG PIPELINE
GORDON COUNTY,GA
4" STEEL RNG PIPELINE ALIGNMENT

DRAWING NUMBER:	FACILITY	STATE	IDENTIFICATION	SHEET	REVISION
	A	GA	FIDMGC1010	C02	00



LEGEND

- PROPOSED GAS LINES
- PROPOSED BORES
- CENTERLINE
- EDGE OF PAVEMENT

0 200 400 Feet

NO.	DATE	REVISION	BY	CHK	APPD
0	05/09/2023	PRELIMINARY	HG	SP	SP
1	01/00/2024	PERMIT SUBMITTAL	MG	SP	SP

NO.	DATE	REVISION	BY	CHK	APPD

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COLLIERVILLE, TENNESSEE 38017
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ENGINEERING APPROVAL	INITIALS	DATE
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CHECKED BY: STEVE PASCHALL	SP	05/09/2023
APPROVED BY:		

DEVELOPER: FIDEM ENERGY
ENGINEER: MID SOUTH ENGINEERING CONSULTANTS, LLC

DRAWING TITLE:
FIDEM RNG PIPELINE
GORDON COUNTY,GA
4" STEEL RNG PIPELINE ALIGNMENT

DRAWING NUMBER:	FACILITY	STATE	IDENTIFICATION	SHEET	REVISION
	A	GA	FIDMGC1010	C03	00



LEGEND

- PROPOSED GAS LINES
- PROPOSED BORES
- CENTERLINE
- EDGE OF PAVEMENT

0 200 400 Feet

NO.	DATE	REVISION	BY	CHK	APPD
0	05/09/2023	PRELIMINARY	HG	SP	SP
1	01/30/2024	PERMIT SUBMITTAL	MG	SP	SP

NO.	DATE	REVISION	BY	CHK	APPD

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CHECKED BY: STEVE PASCHALL	SP	05/09/2023
APPROVED BY:		

DEVELOPER: FIDEM ENERGY
ENGINEER: MID SOUTH ENGINEERING CONSULTANTS, LLC

DRAWING TITLE:
FIDEM RNG PIPELINE
GORDON COUNTY,GA
4" STEEL RNG PIPELINE ALIGNMENT

DRAWING NUMBER:	FACILITY	STATE	IDENTIFICATION	SHEET	REVISION
	A	GA	FIDMGC1010	C04	00



LEGEND

- PROPOSED GAS LINES
- PROPOSED BORES
- CENTERLINE
- EDGE OF PAVEMENT

0 200 400 Feet

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0	05/09/2023	PRELIMINARY	HG	SP	SP
1	01/09/2024	PERMIT SUBMITTAL	MG	SP	SP

NO.	DATE	REVISION	BY	CHK	APPD

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ENGINEERING CONSULTANTS
1132 COLLIERVILLE-ARLINGTON ROAD
COLLIERVILLE, TENNESSEE 38017
OFFICE: 901.854.8111 FAX: 901.854.8444

ORIGINAL DRAWING SHEET SIZE: ARCH D
DRAWING SCALE: 1" = 100'

ENGINEER'S SEAL

PERMIT SUBMITTAL
NOT FOR CONSTRUCTION

ENGINEERING APPROVAL	INITIALS	DATE
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CHECKED BY: STEVE PASCHALL	SP	05/09/2023
APPROVED BY:		

DEVELOPER: FIDEM ENERGY
ENGINEER: MID SOUTH ENGINEERING CONSULTANTS, LLC

DRAWING TITLE:

FIDEM RNG PIPELINE
GORDON COUNTY,GA
4" STEEL RNG PIPELINE ALIGNMENT

DRAWING NUMBER:	FACILITY	STATE	IDENTIFICATION	SHEET	REVISION
	A	GA	FIDMGC1010	C05	00



LEGEND

- PROPOSED GAS LINES
- PROPOSED BORES
- CENTERLINE
- EDGE OF PAVEMENT

0 200 400 Feet

NO.	DATE	REVISION	BY	CHK	APPD
0	05/09/2023	PRELIMINARY	HG	SP	SP
1	01/30/2024	PERMIT SUBMITTAL	MG	SP	SP

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COLLIERVILLE, TENNESSEE 38017
OFFICE: 901.854.6111 FAX: 901.854.6444

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DRAWING SCALE: 1" = 100'

ENGINEER'S SEAL

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NOT FOR CONSTRUCTION

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CHECKED BY: STEVE PASCHALL	SP	05/09/2023
APPROVED BY:		

DEVELOPER: FIDEM ENERGY
ENGINEER: MID SOUTH ENGINEERING CONSULTANTS, LLC

DRAWING TITLE:
FIDEM RNG PIPELINE
GORDON COUNTY,GA
4" STEEL RNG PIPELINE ALIGNMENT

DRAWING NUMBER:	FACILITY	STATE	IDENTIFICATION	SHEET	REVISION
	A	GA	FIDMGC1010	C06	00



LEGEND

- PROPOSED GAS LINES
- PROPOSED BORES
- CENTERLINE
- EDGE OF PAVEMENT

0 200 400 Feet

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0	05/09/2023	PRELIMINARY	HG	SP	SP
1	01/30/2024	PERMIT SUBMITTAL	MG	SP	SP

NO.	DATE	REVISION	BY	CHK	APPD

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1132 COLLIERVILLE-ARLINGTON ROAD
COLLIERVILLE, TENNESSEE 38017
OFFICE: 901.854.6111 FAX: 901.854.6444

ORIGINAL DRAWING SHEET SIZE: ARCH D
DRAWING SCALE: 1" = 100'

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NOT FOR CONSTRUCTION

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CHECKED BY: STEVE PASCHALL	SP	05/09/2023
APPROVED BY:		

DEVELOPER: FIDEM ENERGY
ENGINEER: MID SOUTH ENGINEERING CONSULTANTS, LLC

DRAWING TITLE:
FIDEM RNG PIPELINE
GORDON COUNTY,GA
4" STEEL RNG PIPELINE ALIGNMENT

DRAWING NUMBER	FACILITY	STATE	IDENTIFICATION	SHEET	REVISION
	A	GA	FIDMGC1010	C07	00



LEGEND

- PROPOSED GAS LINES
- PROPOSED BORES
- CENTERLINE
- EDGE OF PAVEMENT

0 200 400 Feet

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1	01/09/2024	PERMIT SUBMITTAL	MG	SP	SP

NO.	DATE	REVISION	BY	CHK	APPD

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ENGINEERING CONSULTANTS
1132 COLLIERVILLE-ARLINGTON ROAD
COLLIERVILLE, TENNESSEE 38017
OFFICE: 901.854.6111 FAX: 901.854.6444

ORIGINAL DRAWING SHEET SIZE: ARCH D
DRAWING SCALE: 1" = 100'

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PERMIT SUBMITTAL
NOT FOR CONSTRUCTION

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CHECKED BY: STEVE PASCHALL	SP	05/09/2023
APPROVED BY:		

DEVELOPER: FIDEM ENERGY
ENGINEER: MID SOUTH ENGINEERING CONSULTANTS, LLC

DRAWING TITLE:
FIDEM RNG PIPELINE
GORDON COUNTY,GA
4" STEEL RNG PIPELINE ALIGNMENT

DRAWING NUMBER:	FACILITY	STATE	IDENTIFICATION	SHEET	REVISION
	A	GA	FIDMGC1010	C08	00



LEGEND

- PROPOSED GAS LINES
- PROPOSED BORES
- CENTERLINE
- EDGE OF PAVEMENT

0 200 400 Feet

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1	01/30/2024	PERMIT SUBMITTAL	MG	SP	SP

NO.	DATE	REVISION	BY	CHK	APPD

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CHECKED BY: STEVE PASCHALL	SP	05/09/2023
APPROVED BY:		

DEVELOPER: FIDEM ENERGY
ENGINEER: MID SOUTH ENGINEERING CONSULTANTS, LLC

DRAWING TITLE:
FIDEM RNG PIPELINE
GORDON COUNTY,GA
4" STEEL RNG PIPELINE ALIGNMENT

DRAWING NUMBER:	FACILITY	STATE	IDENTIFICATION	SHEET	REVISION
	A	GA	FIDMGC1010	C09	00



LEGEND

- PROPOSED GAS LINES
- PROPOSED BORES
- CENTERLINE
- EDGE OF PAVEMENT

0 200 400 Feet

NO.	DATE	REVISION	BY	CHK	APPD
0	05/09/2023	PRELIMINARY	HG	SP	SP
1	01/02/2024	PERMIT SUBMITTAL	MG	SP	SP

NO.	DATE	REVISION	BY	CHK	APPD

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1132 COLLIERVILLE-ARLINGTON ROAD
COLLIERVILLE, TENNESSEE 38017
OFFICE: 901.854.6111 FAX: 901.854.6444

ORIGINAL DRAWING SHEET SIZE: ARCH D
DRAWING SCALE: 1" = 100'

ENGINEER'S SEAL

PERMIT SUBMITTAL
NOT FOR CONSTRUCTION

ENGINEERING APPROVAL	INITIALS	DATE
DRAWN BY: HILL GRAHAM	HG	05/09/2023
CHECKED BY: STEVE PASCHALL	SP	05/09/2023
APPROVED BY:		

DEVELOPER: FIDEM ENERGY
ENGINEER: MID SOUTH ENGINEERING CONSULTANTS, LLC

DRAWING TITLE:
FIDEM RNG PIPELINE
GORDON COUNTY,GA
4" STEEL RNG PIPELINE ALIGNMENT

DRAWING NUMBER:	FACILITY	STATE	IDENTIFICATION	SHEET	REVISION
	A	GA	FIDMGC1010	C10	00



LEGEND

- PROPOSED GAS LINES
- PROPOSED BORES
- CENTERLINE
- EDGE OF PAVEMENT

0 200 400 Feet

NO.	DATE	REVISION	BY	CHK	APPD
0	05/09/2023	PRELIMINARY	HG	SP	SP
1	01/30/2024	PERMIT SUBMITTAL	MG	SP	SP

NO.	DATE	REVISION	BY	CHK	APPD

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ENGINEERING CONSULTANTS
1132 COLLIERVILLE-ARLINGTON ROAD
COLLIERVILLE, TENNESSEE 38017
OFFICE: 901.854.6111 FAX: 901.854.0444

ORIGINAL DRAWING SHEET SIZE: ARCH D
DRAWING SCALE: 1" = 100'

ENGINEER'S SEAL

PERMIT SUBMITTAL NOT FOR CONSTRUCTION

ENGINEERING APPROVAL	INITIALS	DATE
DRAWN BY: HILL GRAHAM	HG	05/09/2023
CHECKED BY: STEVE PASCHALL	SP	05/09/2023
APPROVED BY:		

DEVELOPER: FIDEM ENERGY
ENGINEER: MID SOUTH ENGINEERING CONSULTANTS, LLC

DRAWING TITLE:
FIDEM RNG PIPELINE
GORDON COUNTY,GA
4" STEEL RNG PIPELINE ALIGNMENT

DRAWING NUMBER:	FACILITY	STATE	IDENTIFICATION	SHEET	REVISION
	A	GA	FIDMGC1010	C11	00



LEGEND

- PROPOSED GAS LINES
- PROPOSED BORES
- CENTERLINE
- EDGE OF PAVEMENT

0 200 400 Feet

NO.	DATE	REVISION	BY	CHK	APPD
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1	01/09/2024	PERMIT SUBMITTAL	MG	SP	SP

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OFFICE: 901.854.6111 FAX: 901.854.6444

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DRAWING SCALE: 1" = 100'

ENGINEER'S SEAL

PERMIT SUBMITTAL NOT FOR CONSTRUCTION

ENGINEERING APPROVAL	INITIALS	DATE
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CHECKED BY: STEVE PASCHALL	SP	05/09/2023
APPROVED BY:		

DEVELOPER: FIDEM ENERGY
ENGINEER: MID SOUTH ENGINEERING CONSULTANTS, LLC

DRAWING TITLE:
FIDEM RNG PIPELINE
GORDON COUNTY,GA
4" STEEL RNG PIPELINE ALIGNMENT

DRAWING NUMBER:	FACILITY	STATE	IDENTIFICATION	SHEET	REVISION
	A	GA	FIDMGC1010	C12	00

Gordon County
Public Works Department

APPLICATION AND PERMIT FOR UTILITY FACILITY ENCROACHMENT AND / OR ANY OTHER CROSSING OF PUBLIC ROAD MAINTAINED BY SAID COUNTY OUTSIDE CITY LIMITS OF ANY MUNICIPALITY IN GORDON COUNTY

To: Gordon County Public Works

Application is hereby made by: Fidem Energy of Gordon, LLC

Address of Applicant 650 25th Street N.W. Suite 500

Cleveland, TN 37311

For permission to make the following described utility installation within the limits of Right of Way:
Previous right of way permit 230403 acquired. This new request is for a connection to that right of way which begins at the intersection of Lance Road NE and Lovebridge Road SE running north to Red Bud Road NE. Turning west on Red Bud Road NE until

For county maintained road known as: Lance Road NE and Red Bud

Nearest Property Address: PLEASANT HILL EXT

Estimated Completion Date: 04/11/2028

NO CUTTING INTO ROADWAY without permission from Gordon County Public Works.

Roadway cutting permission: X Granted ___ Not Granted ___ Not Requested

Roadway Cutting Stipulations:

Other Permit Stipulations:

- A road map plan of project will be shown on a separate sheet and attached to application.
- All utilities crossing the right of way shall be placed 3 feet below top of road bed, dry bored, and cased
- Utilities running parallel with right of way or roadway will be placed according to Unified Land Development Code, Standard Detail: 208 if sufficient right of way exists. If not, utilities shall be placed a minimum of 13 feet from the center line of road and 3 feet deep. Cuts are not to exceed 12" width. Where right of way is ditch to ditch, applicant will obtain right of way. All Underground utilities will be marked.
- The utility covered hereby shall be installed with attached roadmap, and subject to the printed rules and Regulations for the control and protection of county maintained roads and right of ways.

24 Hour Contact Person: Ron Vail

Phone Number: 4232443457 Email: rvail@fidem-energy.com

Other Additional Contacts (if provided):

Permit requested on 08/12/2024. The signing of this permit Application will commit the applicant to the stipulations outlined in the permit.

Ron E Vail

Applicant Name: Ron Vail Title: COO

Company: Fidem Energy of Gordon, LLC

Phone Number: 4232443457 Email: rvail@fidem-energy.com

This permit is to be strictly followed and no work other than that specifically described above is hereby Authorized. In addition to the provisions of the Gordon County Right of Way Protection Ordinance, the applicant will comply with all State and Federal regulations pertaining to utility operations.

Approval Date: 08/13/2024 County Official: rusty.hogan@gordoncounty.org


Creek Loop Dumpster rental service
156
Crane Eater Community Church
eak RV Park & Campground
d Harvest Church Calhoun
Loyal Order of Moose
Lovebridge Rd SE
373
Image © 2024 Airbus
Google Earth

Return Recorded Document to:
Brumlow, Corwin & Delashmit, P.C.
1287 Curtis Parkway
Calhoun, GA 30701
File# 26-BCDCAL-2931

STATE OF GEORGIA
COUNTY OF GORDON

AMENDED AND RESTATED PIPELINE RIGHT-OF-WAY AND EASEMENT AGREEMENT

Easement Agreement and Notice of Exercise of Option (this "Agreement") is made and entered into as of the 8 day of July, 2026 (the "Effective Date"), by and between **Randy Burkhart**, a married man, acting in his sole and separate name ("Grantor"), whose address is 2752 Red Bud RD NE, Calhoun, GA 30701; and **Fidem Energy of Gordon, LLC**, a Tennessee limited liability company ("Grantee"), whose principal office is located at 650 25th Street NW, Suite 500, Cleveland, TN 37311.

RECITALS

WHEREAS, Grantor and Grantee previously entered into that certain Pipeline Right of Way Option and Easement Agreement effective as of July 31, 2024 (or such other date as may appear in the executed counterparts), and that certain Option Letter Agreement dated July 31, 2024 (collectively, the "Original ROW Agreement"), pursuant to which Grantor granted Grantee an exclusive option to acquire a right-of-way and easement over, through, and across Grantor's real property located in Gordon County, Georgia, identified as Tax Map Parcel ID Numbers 065-250 and 065-250A (the "Property"), with a legal description more particularly described in the Warranty Deed recorded in Deed Book 436, Page 237, in the Office of the Clerk of Superior Court of Gordon County, Georgia (being Tract 5 containing 45.95 acres, part of Land Lots 144 and 145, 7th District, 3rd Section, Gordon County, Georgia, according to plat recorded in Plat Book 30, Page 15); and

WHEREAS, Grantor and Grantee also previously entered into that certain Interconnect/Meter Site Option Agreement dated July 31, 2024 (the "Original IC Agreement" and, together with the Original ROW Agreement, the "Original Agreements"), granting Grantee an option to acquire easements for an interconnect/meter site and related facilities on the Property; and

WHEREAS, a Memorandum of Right of Way Agreement pertaining to the Original ROW Agreement was recorded on or about July 31, 2024, in the real estate records of Gordon County, Georgia (Deed Book 2767, Page 561 or such other recording information as appears of record); and

WHEREAS, the Original Agreements and related documents contain certain inconsistencies in dates of execution, effective dates, payment terms, party designations, and other provisions that the parties desire to correct, clarify, and resolve through this Agreement; and

WHEREAS, Grantee has determined to exercise the options granted under the Original Agreements at this time and to pay the final portions of the Option Amounts in full and complete satisfaction thereof; and

WHEREAS, the parties desire to extend the deadline by which Grantee must commence actual construction of the pipeline facilities and interconnect/meter site for an additional period, to provide flexibility for the anticipated construction start in Fall 2026 while building in a buffer, and to amend and clarify the terms of the easement to expressly provide that, upon timely

commencement of construction, the easement shall survive and continue for the useful life of the pipelines and associated equipment and facilities (including all repairs, upgrades, and replacements), with perpetual rights of access for operations, inspection, maintenance, mowing/trimming, repairs, upgrades, replacements, and related activities, while providing that if construction is not commenced within the extended deadline, the easement and this Agreement shall automatically terminate; and

WHEREAS, the parties intend for the easements to vest in Grantee upon the terms and conditions set forth herein, and for this Agreement to constitute the full and final agreement between the parties with respect to the subject matter hereof, superseding all prior agreements and understandings (including the recorded Memorandum);

NOW, THEREFORE, in consideration of the mutual covenants, promises, representations, and agreements contained herein, and for other good and valuable consideration (including the payment of the Final Payments as set forth below), the receipt and sufficiency of which are hereby acknowledged by each party, the parties agree as follows:

AGREEMENT

1. Amendment and Restatement; Correction of Prior Documents; Superseding of Recorded Memorandum.

The Original Agreements are hereby amended, restated, and superseded in their entirety by this Agreement (except as expressly preserved or referenced herein with respect to the Interconnect/Meter Site). This Agreement constitutes the entire agreement between the parties with respect to the Options and the grant of the right-of-way, easement, and interconnect/meter site rights over the Property and supersedes and replaces the Original Agreements, the recorded Memorandum of Right of Way Agreement, and all prior negotiations, representations, warranties, and agreements (whether written or oral) relating thereto. Any and all inconsistencies, ambiguities, or misalignments in the Original Agreements or related documents (including but not limited to dates, party designations, addresses, legal descriptions, payment amounts or timing, and execution formalities) are hereby corrected, clarified, and resolved in favor of the terms and provisions set forth in this Agreement. The Grantee is and remains Fidem Energy of Gordon, LLC, a Tennessee limited liability company. The recorded Memorandum of Right of Way Agreement is hereby superseded and replaced by this Agreement and any Memorandum recorded pursuant hereto.

2. Exercise of Options and Payment of Final Consideration.

2.1 ROW Option Exercise and Payment.

Grantee hereby exercises its exclusive option under the Original ROW Agreement to obtain the right-of-way and easement described in this Agreement. In full, final, and complete payment and satisfaction of the Option Amount under the Original ROW Agreement (which Option Amount totaled Seventy Thousand and No/100 Dollars ($70,000.00)), Grantee has paid or concurrently with the execution of this Agreement shall pay to Grantor the sum of **Sixty-Five Thousand and No/100 Dollars ($65,000.00)** (the "ROW Final Payment").

Grantor hereby acknowledges and confirms that: (a) the prior advance payment of Five Thousand and No/100 Dollars ($5,000.00) (or such other amount as may have been paid and acknowledged in the Original ROW Agreement) was previously received by Grantor; and (b) the ROW Final Payment, together with such prior advance payment, constitutes the full, complete, and final Option Amount due for the exercise of the ROW Option and the grant of the ROW Easement under this Agreement. Grantor further acknowledges that, upon receipt of the ROW Final Payment, no additional payment shall be due from Grantee to Grantor under the Original ROW Agreement or this Agreement upon exercise of the Option or upon commencement or completion of construction (except as may be expressly provided herein for damages or other matters). This Option payment covers both the ROW/Easement and the Interconnect/Meter Site as previously agreed.

2.2 IC/Meter Site.

With respect to the Original IC Agreement, Grantee hereby exercises (or concurrently exercises by separate notice or this reference) its option thereunder. Upon execution of this Agreement and payment of the amounts referenced above (or such separate Option Amount as may have been agreed for the IC/Meter Site, if any), Grantor hereby grants to Grantee the non-exclusive 50-foot pipeline easement, the exclusive easement for the meter site and delivery/receipt

point (maximum 250 ft x 250 ft area), and the 50-foot access easement, all as more particularly depicted or to be depicted on Exhibit "A" attached hereto, together with the perpetual rights set forth in Section 4 below. The parties agree that the construction of the IC/Meter Site shall be subject to the same provisions as set forth in the ROW Easement in greater particularity below.

3. Grant of Right-of-Way and Easement.

Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration (including the Option Amounts paid in full as acknowledged above), the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, bargain, sell, convey, and assign unto Grantee, its successors and assigns, with covenant of special warranty of title, a permanent right-of-way and easement (the "ROW Easement") on, over, through, across, under, and upon the Property for the following purposes and with the following rights:

(a) The right, privilege, and authority to, in whole or in part, locate, survey, route, lay, construct, erect, operate, maintain, inspect, test, repair, alter, relocate, replace, remove, and (if applicable) abandon one or more pipelines, together with the right to make connections thereto, install and maintain anodes and other corrosion control devices, protection systems, electric and/or communication lines, and all other necessary or convenient appurtenances, facilities, and equipment thereto, for the transportation of natural gas and associated liquids, or renewable natural gas or other substances as may be authorized by applicable law or permit;

(b) The right of ingress and egress to, from, and across the Property and any adjoining lands owned or controlled by Grantor at all reasonable times and by such routes as may be reasonably necessary or convenient for the exercise of the rights granted herein;

(c) The right to use such additional temporary workspace and work areas as may be reasonably necessary or convenient during periods of initial construction, repair, replacement, removal, or emergency response, including at road, railroad, stream, wetland, or uneven terrain crossings, with the understanding that Grantee shall restore the surface of any disturbed areas (other than the permanent easement area and the Interconnect/Meter Site area) to substantially the same condition as existed prior to such disturbance, reasonable wear and tear excepted;

(d) The right to clear, cut, trim, remove, and control (by chemical or other means) trees, brush, undergrowth, and other vegetation within the Easement area and such additional areas as may be reasonably necessary to maintain clear access and to protect the pipeline(s) and facilities from interference or hazard, including payment for any marketable timber removed (as previously agreed);

(e) The right to install, operate, maintain, repair, replace, and remove above-ground and below-ground appurtenances, markers, cathodic protection stations, valves, meters, regulators, heaters, cleaners, relief valves, and other facilities within or adjacent to the Easement area or Interconnect/Meter Site as Grantee may reasonably determine;

(f) Grantee shall have the right, at any time and in its sole and absolute discretion and with no additional compensation to Grantor, its successors or assigns, to remove, clear and keep clear all buildings, walls or similar structures, above- or below-ground swimming pools, decks, septic systems, leach fields, wells, rocks, trees, brush, limbs and any other structures or obstructions in or on the Right-of-Way that might interfere with the use of the Right-of-Way or the free and full right of ingress and egress; and

(g) All other rights and privileges reasonably necessary or convenient for the full and complete exercise and enjoyment of the ROW Easement and the purposes for which it is granted, including the rights set forth in the Original IC Agreement for the Interconnect/Meter Site (which rights are incorporated herein by reference and confirmed).

(h) The permanent width of the Easement shall be Fifty (50) feet, centered on the pipeline(s) as installed, which may be adjusted based upon the final and complete plat of survey or site plan to be attached hereto as Exhibit "A". Said width and location of the aforesaid easement may be altered mutual agreement or survey. During periods of active construction, repair, replacement, or removal, Grantee may utilize a temporary construction width of up to Fifty (50) feet (or such greater width as may be reasonably necessary in limited areas for safety or equipment access), which temporary areas shall

revert to Grantor upon completion of the activity and restoration, subject to the permanent Easement. The specific location and route of the pipeline(s) within the Property shall be as reasonably determined by Grantee in its sole discretion (subject to applicable permits and regulations), with Grantor to be provided reasonable advance notice of the proposed route and an opportunity to provide input (which input Grantee shall consider in good faith but which shall not unreasonably delay or restrict Grantee's rights). Upon completion of construction, Grantee may cause an as-built survey or drawing to be prepared and recorded or attached as a supplement to Exhibit A. The Interconnect/Meter Site shall be located in approximately the area depicted on Exhibit A (or the exhibit to the Original IC Agreement), with a maximum exclusive area of 250 ft x 250 ft, together with a non-exclusive 50-foot pipeline easement and 50-foot access easement as described therein.

Grantee shall bury the Pipeline within the Right-of-Way at a minimum depth of three (3) feet below the surface of the ground as it exists at the time of installation, or such greater depth as may be required by applicable law, regulation, permit, or sound engineering practice.

The ROW Easement and rights granted herein (and the IC/Meter Site rights) are divisible and may be assigned or transferred by Grantee, in whole or in part, at any time, without the consent of Grantor. The Easement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns. Grantor acknowledges that this Option payment covers the Interconnect/Meter Site and ROW/Easement, and Grantee shall pay for any marketable timber and the removal of any permanent or non-permanent structure and/or personal property from the Interconnect Site as previously agreed.

4. Term of Easement; Condition Subsequent; Useful Life and Perpetual Rights Upon Construction.

The ROW Easement and IC/Meter Site rights granted by this Agreement are made and accepted subject to the following express condition subsequent:

If Grantee (or its successors or permitted assigns) does not commence actual physical construction of the pipeline(s), Interconnect/Meter Site, and related facilities on the Property on or before **July 31, 2028** (the "Construction Commencement Deadline"), then this Agreement and the Easements granted hereby shall automatically terminate, expire, and become null and void as of such date, without the necessity of any notice, demand, or further action by either party, and all rights of Grantee in and to the Easements and the Property under this Agreement shall thereupon cease and revert to Grantor. In such event, Grantor shall have no obligation to refund, repay, or return any portion of the Option Amounts, Final Payments, or other consideration paid or received under this Agreement or the Original Agreements, all of which is expressly acknowledged by Grantor as full and liquidated consideration for the grant of the Options and the conditional Easements.

Provided, however, that if Grantee does commence actual physical construction of the pipeline(s), Interconnect/Meter Site, and related facilities on the Property on or before the Construction Commencement Deadline, then upon the date of such commencement the Easements shall immediately and automatically vest fully, unconditionally, and irrevocably in Grantee, free and clear of the condition subsequent, and shall continue in full force and effect for the useful life of the pipeline(s), Interconnect/Meter Site, associated equipment, facilities, and appurtenances installed on, under, or serving the Property pursuant to this Agreement or any future upgrades or replacements (the "Facilities").

From and after such vesting, Grantee shall have the perpetual, non-exclusive (except as to the permanent easement strip and exclusive meter site area) right to use, occupy, and access the Easement areas and the Property for all purposes related to the operation, inspection, maintenance, mowing, trimming, repair, upgrade, replacement, alteration, relocation, testing, emergency response, and (if ever) removal or abandonment of the Facilities, without limitation as to time or frequency, and without additional payment to Grantor. Grantee shall have the right to enter upon the Property at all reasonable times (and at any time in the event of emergency) with personnel, vehicles, equipment, and materials for such purposes. Grantor shall not interfere with or obstruct Grantee's exercise of these rights.

The termination provision in this Section 4 shall apply only to the pre-construction period. Once construction has timely commenced, the Easements shall be perpetual and shall not be subject to termination for failure to maintain continuous use or operation (except as may be provided by the Original IC Agreement regarding 36 consecutive months of non-use of the

Interconnect/Meter Site after in-service date, which provision is preserved and incorporated herein), or except as may be provided by applicable law or separate written agreement.

5. Representations and Warranties of Grantor.

Grantor represents and warrants to Grantee that: (a) Grantor is the sole owner of the Property in fee simple, subject only to matters of record and the matters set forth in the Original Agreements or this Agreement; (b) Grantor has full power and authority to grant the Easements and enter into this Agreement (including as to marital status and sole and separate property representations); (c) the Property is not subject to any pending condemnation, foreclosure, or similar proceeding that would adversely affect the Easements; and (d) Grantor has not previously granted any conflicting easement, right-of-way, or other interest that would materially interfere with the rights granted to Grantee herein.

Grantor, its successors or assigns, ***shall not*** construct or place any buildings, walls or similar structures, above- or below-ground swimming pools, decks, septic systems, leach fields, wells, rocks, trees, brush, limbs or any other structures or obstructions in or on the Right-of-Way that might interfere with Grantee's use of the Right-of-Way, free and full right of ingress and egress, or right to do any other lawful activities which are incidental to or helpful for the intended uses of the Right-of-Way set forth above.

Grantor, its successors or assigns, shall not change the grade of, excavate, fill or flood the Right-of-Way, or interfere with Grantee's vegetative maintenance activities.

6. Grantor Cooperation with Williams Transco.

The Grantor agrees to cooperate in good faith with Williams Transco (and its successors and assigns) and, at no additional cost, expense, payment, or other consideration to the Grantor, to promptly execute, acknowledge (where appropriate), and deliver any and all additional documents, instruments, consents, applications, affidavits, agreements, or other writings, and to take such further actions, as Williams Transco may reasonably request from time to time in connection with the Easement Agreement, the Easement Area, or the Pipeline Facilities, provided that the Easement Area (including its location, width, length, configuration, and boundaries) remains unchanged from the description set forth in the Easement Agreement and is not expanded, relocated, or otherwise modified in any manner that increases the burden on the Property.

7. Indemnification.

Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from Grantee's exercise of its rights under this Agreement or the construction, operation, maintenance, or repair of the Facilities, except to the extent caused by the gross negligence or willful misconduct of Grantor or its agents.

8. Notices.

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by certified mail (return receipt requested), overnight courier, or email (with confirmation of receipt) to the addresses set forth above (or to such other address as a party may designate by notice to the other).

9. Governing Law; Venue; Severability.

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of law principles. Any legal action arising out of this Agreement shall be brought exclusively in the Superior Court of Gordon County, Georgia, or the United States District Court for the Northern District of Georgia. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

10. Entire Agreement; Amendments; Waiver.

This Agreement, together with any Exhibit A attached hereto (and any as-built supplement), constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and negotiations (including the Original Agreements and the recorded

Memorandum). No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

11. Counterparts; Recording.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be recorded in the real estate records of Gordon County, Georgia, at Grantee's expense, to provide constructive notice of the Easement.

12. Construction; Headings.

The headings in this Agreement are for convenience only and shall not affect the interpretation of any provision. The word "including" shall mean "including without limitation." This Agreement has been negotiated by the parties and their counsel, and no rule of construction against the drafter shall apply.

13. Binding Effect; Authority.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. Each individual signing on behalf of a party represents and warrants that he or she has full authority to bind that party. Grantor acknowledges that he is married but represents that the Property and this grant are made in his sole and separate name as previously represented.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

GRANTOR:

Randy Burkhart
Randy Burkhart

Date: 7-8-26

STATE OF GEORGIA
COUNTY OF GORDON

Sworn to (or affirmed) and subscribed before me this 8th day of July, 2026, by Randy Burkhart.

Notary Public, State of Georgia

My Commission Expires: 04/24/2029

(Seal)

TYLER D. KNAUSS NOTARY PUBLIC GORDON COUNTY, GEORGIA COMMISSION EXPIRES APRIL 24, 2029

Witness

GRANTEE:

FIDEM ENERGY OF GORDON, LLC

By: _____
Name: **Ron E. Vail**

Title: Chief Operating Officer

Date: 7/8/26

For Grantee Fidem Energy of Gordon, LLC:

STATE OF Georgia
COUNTY OF Gordon

Sworn to (or affirmed) and subscribed before me this 8th day of July, 2026, by Ron E. Vail.

_____
Notary Public, State of Georgia

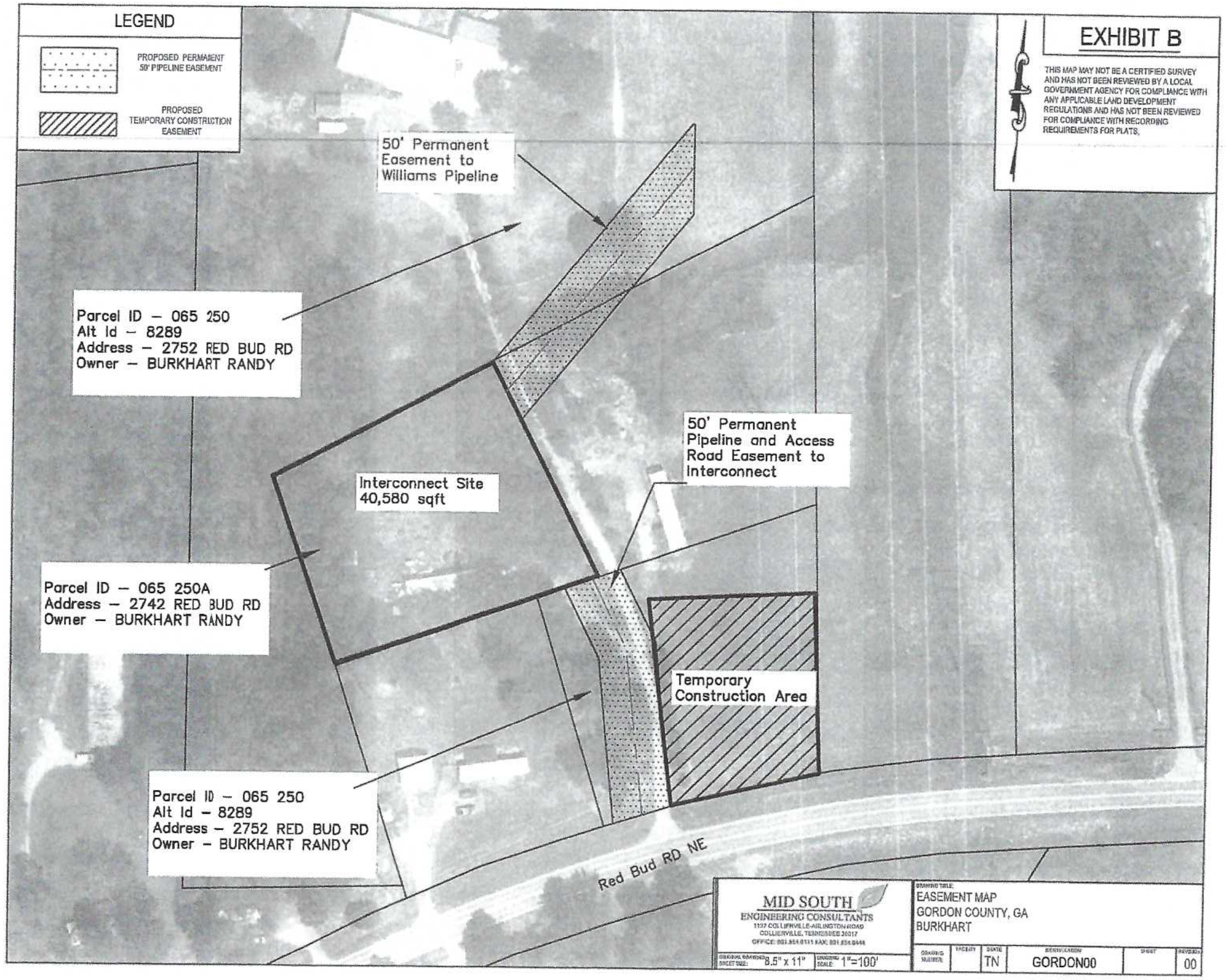
My Commission Expires: 04/24/2029

(Seal)

TYLER D. KNAUSS
NOTARY PUBLIC
COMMISSION EXPIRES
APRIL 24, 2029
GORDON COUNTY, GEORGIA

_____
Witness

EXHIBIT A


LEGEND
PROPOSED PERMANENT 50' PIPELINE EASEMENT
PROPOSED TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT B
THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.
50' Permanent Easement to Williams Pipeline
Parcel ID – 065 250
Alt Id – 8289
Address – 2752 RED BUD RD
Owner – BURKHART RANDY
50' Permanent Pipeline and Access Road Easement to Interconnect
Interconnect Site 40,580 sqft
Parcel ID – 065 250A
Address – 2742 RED BUD RD
Owner – BURKHART RANDY
Temporary Construction Area
Parcel ID – 065 250
Alt Id – 8289
Address – 2752 RED BUD RD
Owner – BURKHART RANDY
Red Bud RD NE
MID SOUTH
ENGINEERING CONSULTANTS
1137 COLLIERVILLE-ARLINGTON ROAD
COLLIERVILLE, TENNESSEE 38017
OFFICE: 901.854.0111 FAX: 901.854.0448
ORIGINAL DRAWING SHEET SIZE: 8.5" x 11"
DRAWING SCALE: 1"=100'
DRAWING TITLE:
EASEMENT MAP
GORDON COUNTY, GA
BURKHART
DRAWING NUMBER:
FACILITY
STATE: TN
IDENTIFICATION: GORDON00
SHEET
REVISION: 00

Return Recorded Document to:
Brumlow, Corwin & Delashmit, P.C.
1287 Curtis Parkway
Calhoun, GA 30701
File# 26-BCDCAL-2930

STATE OF GEORGIA
COUNTY OF GORDON

AMENDED AND RESTATED PIPELINE RIGHT-OF-WAY AND EASEMENT AGREEMENT

This Amended and Restated Pipeline Right-of-Way and Easement Agreement (this "Agreement") is made and entered into as of the ____ day of July, 2026 (the "Effective Date"), by and between **Matthew A. Bloodworth and Patricia Bloodworth** (collectively, "Grantor"), husband and wife or as otherwise titled, whose address is 115 Red Bone Ridge RD, Ranger, GA 30734; and **Fidem Energy of Gordon, LLC**, a Tennessee limited liability company ("Grantee"), whose principal office is located at 650 25th Street NW, Suite 500, Cleveland, TN 37311.

RECITALS

WHEREAS, Grantor and Grantee previously entered into that certain Pipeline Right of Way Option and Easement Agreement effective as of August 13, 2024 (or such other date as may appear in the executed counterparts), and that certain Option Letter Agreement dated August 12, 2024 (collectively, the "Original Agreement"), pursuant to which Grantor granted Grantee an exclusive option to acquire a right-of-way and easement over, through, and across Grantor's real property located in Gordon County, Georgia, identified as Tax Map Parcel ID Number 085-039 (the "Property"), with a legal description more particularly described in the deed recorded in Deed Book 2588, Page 227, in the Office of the Clerk of Superior Court of Gordon County, Georgia; and

WHEREAS, the Original Agreement and related documents, including any Memorandum of Right of Way Agreement, contain certain terms and provisions that the parties mutually desire to correct, clarify, and resolve through this Agreement; and

WHEREAS, Grantee has determined to exercise the Option granted under the Original Agreement at this time and to pay the final portion of the Option Amount in full and complete satisfaction thereof; and

WHEREAS, the parties desire to extend the deadline by which Grantee must commence actual construction of the pipeline facilities for an additional period, to provide flexibility for the anticipated construction start in Fall 2026 while building in a buffer, and to amend and clarify the terms of the easement to expressly provide that, upon timely commencement of construction, the easement shall survive and continue for the useful life of the pipelines and associated equipment and facilities (including all repairs, upgrades, and replacements), with perpetual rights of access for operations, inspection, maintenance, mowing/trimming, repairs, upgrades, replacements, and related activities, while providing that if construction is not commenced within the extended deadline, the easement and this Agreement shall automatically terminate; and

WHEREAS, the parties intend for the easement to vest in Grantee upon the terms and conditions set forth herein, and for this Agreement to constitute the full and final agreement between the parties with respect to the subject matter hereof, superseding all prior agreements and understandings;

NOW, THEREFORE, in consideration of the mutual covenants, promises, representations, and agreements contained herein, and for other good and valuable consideration (including the payment of the Final Payment as set forth below), the receipt and sufficiency of which are hereby acknowledged by each party, the parties agree as follows:

AGREEMENT

1. Amendment and Restatement; Correction of Prior Documents.

The Original Agreement is hereby amended, restated, and superseded in its entirety by this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Option and the grant of the right-of-way and easement over the Property and supersedes and replaces the Original Agreement, any Memorandum of Right of Way Agreement, and all prior negotiations, representations, warranties, and agreements (whether written or oral) relating thereto. Any and all inconsistencies, ambiguities, or misalignments in the Original Agreement or related documents (including but not limited to dates, party designations, addresses, legal descriptions, payment amounts or timing, and execution formalities) are hereby corrected, clarified, and resolved in favor of the terms and provisions set forth in this Agreement. The Grantee is and remains Fidem Energy of Gordon, LLC, a Tennessee limited liability company.

2. Exercise of Option and Payment of Final Consideration.

Grantee hereby exercises its exclusive option under the Original Agreement to obtain the right-of-way and easement described in this Agreement. In full, final, and complete payment and satisfaction of the Option Amount under the Original Agreement (which Option Amount totaled Ten Thousand and No/100 Dollars ($10,000.00)), Grantee has paid or concurrently with the execution of this Agreement shall pay to Grantor the sum of **Eight Thousand and No/100 Dollars ($8,000.00)** (the "Final Payment").

Grantor hereby acknowledges and confirms that: (a) the prior advance payment of Two Thousand and No/100 Dollars ($2,000.00) (or such other amount as may have been paid and acknowledged in the Original Agreement) was previously received by Grantor; and (b) the Final Payment, together with such prior advance payment, constitutes the full, complete, and final Option Amount due for the exercise of the Option and the grant of the Easement under this Agreement. Grantor further acknowledges that, upon receipt of the Final Payment, no additional payment shall be due from Grantee to Grantor under this Agreement or the Original Agreement upon exercise of the Option or upon commencement or completion of construction (except as may be expressly provided herein for damages or other matters).

3. Grant of Right-of-Way and Easement.

Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration (including the Option Amount paid in full as acknowledged above), the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, bargain, sell, convey, and assign unto Grantee, its successors and assigns, with covenant of special warranty of title, a permanent right-of-way and easement (the "Easement") on, over, through, across, under, and upon the Property for the following purposes and with the following rights:

(a) The right, privilege, and authority, in whole or in part, to locate, survey, route, lay, construct, erect, operate, maintain, inspect, test, repair, alter, relocate, replace, remove, and, if applicable, abandon one or more pipelines, together with the right to make connections thereto, install and maintain anodes and other corrosion control devices, protection systems, and all other necessary or convenient appurtenances, facilities, and equipment thereto, for the transportation of natural gas and associated liquids, or renewable natural gas or other substances as may be authorized by applicable law or permit;

(b) The right of ingress and egress to, from, and across the Property and any adjoining lands owned or controlled by Grantor at all reasonable times and by such routes as may be reasonably necessary or convenient for the exercise of the rights granted herein;

(c) The right to use such additional temporary workspace and work areas as may be reasonably necessary or convenient during periods of initial construction, repair, replacement, removal, or emergency response, including at road, railroad, stream, wetland, or uneven terrain crossings, with the understanding that Grantee shall restore the surface of any disturbed areas (other than the permanent easement area) to substantially the same condition as existed prior to such disturbance, reasonable wear and tear excepted;

(d) The right to clear, cut, trim, remove, and control (by chemical or other means) trees, brush, undergrowth, and other vegetation within the Easement area and such additional areas as may be reasonably necessary to maintain clear access and to protect the pipeline(s) and facilities from interference or hazard;

(e) The right to install, operate, maintain, repair, replace, and remove above-ground and below-ground appurtenances, markers, protection stations, valves, and other facilities within or adjacent to the Easement area as Grantee may reasonably determine;

(f) Grantee shall have the right, at any time and in its sole and absolute discretion and with no additional compensation to Grantor, its successors or assigns, to remove, clear and keep clear all buildings, walls or similar structures, above- or below-ground swimming pools, decks, septic systems, leach fields, wells, rocks, trees, brush, limbs and any other structures or obstructions in or on the Right-of-Way that might interfere with the use of the Right-of-Way or the free and full right of ingress and egress; and

(g) All other rights and privileges reasonably necessary or convenient for the full and complete exercise and enjoyment of the Easement and the purposes for which it is granted.

The permanent width of the Easement shall be Thirty (30) feet, centered on the pipeline(s) as installed, which may be adjusted based upon the final and complete plat of survey or site plan to be attached hereto as Exhibit "A". Said width and location of the aforesaid easement may be altered mutual agreement or survey. During periods of active construction, repair, replacement, or removal, Grantee may utilize a temporary construction width of up to Seventy-Five (75) feet (or such greater width as may be reasonably necessary in limited areas for safety or equipment access), which temporary areas shall revert to Grantor upon completion of the activity and restoration, subject to the permanent Easement. The specific location and route of the pipeline(s) within the Property shall be as reasonably determined by Grantee in its sole discretion (subject to applicable permits and regulations), with Grantor to be provided reasonable advance notice of the proposed route and an opportunity to provide input (which input Grantee shall consider in good faith but which shall not unreasonably delay or restrict Grantee's rights). Upon completion of construction, Grantee may cause an as-built survey or drawing to be prepared and recorded or attached as a supplement to Exhibit A.

Grantee shall bury the Pipeline within the Right-of-Way at a minimum depth of three (3) feet below the surface of the ground as it exists at the time of installation, or such greater depth as may be required by applicable law, regulation, permit, or sound engineering practice.

The Easement and rights granted herein are divisible and may be assigned or transferred by Grantee, in whole or in part, at any time, without the consent of Grantor. The Easement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.

4. Term of Easement; Condition Subsequent; Useful Life and Perpetual Rights Upon Construction.

The Easement granted by this Agreement is made and accepted subject to the following express condition subsequent:

If Grantee (or its successors or permitted assigns) does not commence actual physical construction of the pipeline(s) and related facilities on the Property on or before **August 13, 2028** (the "Construction Commencement Deadline"), then this Agreement and the Easement granted hereby shall automatically terminate, expire, and become null and void as of such date, without the necessity of any notice, demand, or further action by either party, and all rights of Grantee in and to the Easement and the Property under this Agreement shall thereupon cease and revert to Grantor. In such event, Grantor shall have no obligation to refund, repay, or return any portion of the Option Amount, Final Payment, or other consideration paid or received under this Agreement or the Original Agreement, all of which is expressly acknowledged by Grantor as full and liquidated consideration for the grant of the Option and the conditional Easement.

Provided, however, that if Grantee does commence actual physical construction of the pipeline(s) and related facilities on the Property on or before the Construction Commencement Deadline, then upon the date of such commencement the Easement shall immediately and automatically vest fully, unconditionally, and irrevocably in Grantee, free and clear of the condition subsequent, and shall continue in full force and effect for the useful life of the pipeline(s),

associated equipment, facilities, and appurtenances installed on, under, or serving the Property pursuant to this Agreement or any future upgrades or replacements (the "Facilities").

From and after such vesting, Grantee shall have the perpetual, non-exclusive (except as to the permanent easement strip) right to use, occupy, and access the Easement area and the Property for all purposes related to the operation, inspection, maintenance, mowing, trimming, repair, upgrade, replacement, alteration, relocation, testing, emergency response, and (if ever) removal or abandonment of the Facilities, without limitation as to time or frequency, and without additional payment to Grantor. Grantee shall have the right to enter upon the Property at all reasonable times (and at any time in the event of emergency) with personnel, vehicles, equipment, and materials for such purposes. Grantor shall not interfere with or obstruct Grantee's exercise of these rights.

The termination provision in this Section 4 shall apply only to the pre-construction period. Once construction has timely commenced, the Easement shall be perpetual and shall not be subject to termination for failure to maintain continuous use or operation, except as may be provided by applicable law or separate written agreement.

5. Representations and Warranties of Grantor.

Grantor represents and warrants to Grantee that: (a) Grantor is the sole owner of the Property in fee simple, subject only to matters of record and the matters set forth in the Original Agreement or this Agreement; (b) Grantor has full power and authority to grant the Easement and enter into this Agreement; (c) the Property is not subject to any pending condemnation, foreclosure, or similar proceeding that would adversely affect the Easement; and (d) Grantor has not previously granted any conflicting easement, right-of-way, or other interest that would materially interfere with the rights granted to Grantee herein.

Grantor, its successors or assigns, ***shall not*** construct or place any buildings, walls or similar structures, above- or below-ground swimming pools, decks, septic systems, leach fields, wells, rocks, trees, brush, limbs or any other structures or obstructions in or on the Right-of-Way that might interfere with Grantee's use of the Right-of-Way, free and full right of ingress and egress, or right to do any other lawful activities which are incidental to or helpful for the intended uses of the Right-of-Way set forth above.

Grantor, its successors or assigns, shall not change the grade of, excavate, fill or flood the Right-of-Way, or interfere with Grantee's vegetative maintenance activities.

6. Indemnification.

Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from Grantee's exercise of its rights under this Agreement or the construction, operation, maintenance, or repair of the Facilities, except to the extent caused by the gross negligence or willful misconduct of Grantor or its agents.

7. Notices.

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by certified mail (return receipt requested), overnight courier, or email (with confirmation of receipt) to the addresses set forth above (or to such other address as a party may designate by notice to the other). Notice to one Grantor shall be deemed notice to both.

8. Governing Law; Venue; Severability.

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of law principles. Any legal action arising out of this Agreement shall be brought exclusively in the Superior Court of Gordon County, Georgia, or the United States District Court for the Northern District of Georgia. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

9. Entire Agreement; Amendments; Waiver.

This Agreement, together with any Exhibit A attached hereto, constitute the entire agreement between the parties and supersedes all prior agreements, understandings, and

negotiations (including the Original Agreement). No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

10. Counterparts; Recording.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be recorded in the real estate records of Gordon County, Georgia, at Grantee's expense, to provide constructive notice of the Easement.

11. Construction; Headings.

The headings in this Agreement are for convenience only and shall not affect the interpretation of any provision. The word "including" shall mean "including without limitation." This Agreement has been negotiated by the parties and each has been afforded the opportunity to review the terms hereto with their respective counsel(s), and no rule of construction against the drafter shall apply.

12. Binding Effect; Authority.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. Each individual signing on behalf of a party represents and warrants that he or she has full authority to bind that party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

GRANTOR:

Matthew A Bloodworth

Matthew A. Bloodworth

Date: 7/10/2026

STATE OF GEORGIA
COUNTY OF GORDON

Sworn to (or affirmed) and subscribed before me this 10th day of July, 2026 by Rebecca DANA Richey & Matthew A Bloodworth

Rebecca Dana Richey

Notary Public, State of Georgia

My Commission Expires: 8/14/2026

(Seal)

REBECCA DANA RICHEY NOTARY PUBLIC PAULDING COUNTY, GEORGIA

Witness

GRANTOR:

Patricia Bloodworth
Patricia Bloodworth

Date: 7/10/2026

STATE OF GEORGIA
COUNTY OF GORDON

Sworn to (or affirmed) and subscribed before me this 10th day of July, 2026 by Rebecca DANA Richey + Patricia Bloodworth.

Rebecca Dana Richey
Notary Public, State of Georgia

My Commission Expires: 8/14/2026

(Seal)

REBECCA DANA RICHEY
NOTARY
PUBLIC
PAULDING COUNTY, GEORGIA

Witness

GRANTEE:

FIDEM ENERGY OF GORDON, LLC

By: _____
Name: **Ron E. Vail**

Title: Chief Operating Officer

Date: 7/8/26

For Grantee Fidem Energy of Gordon, LLC:

STATE OF Georgia
COUNTY OF Gordon

Sworn to (or affirmed) and subscribed before me this 8th day of July, 2026 by Ron E. Vail.

_____
Notary Public, State of Georgia

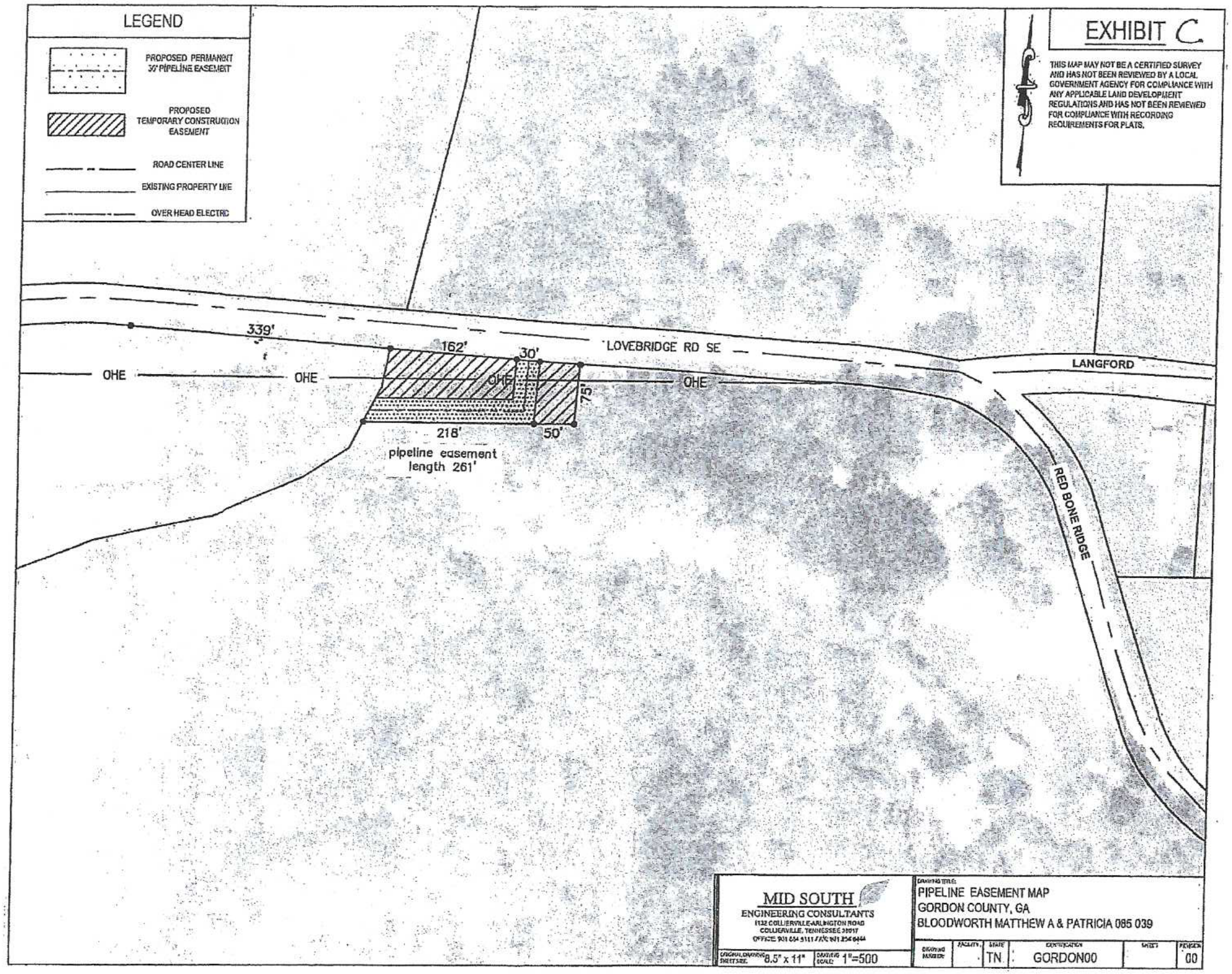
My Commission Expires: 04/24/2029

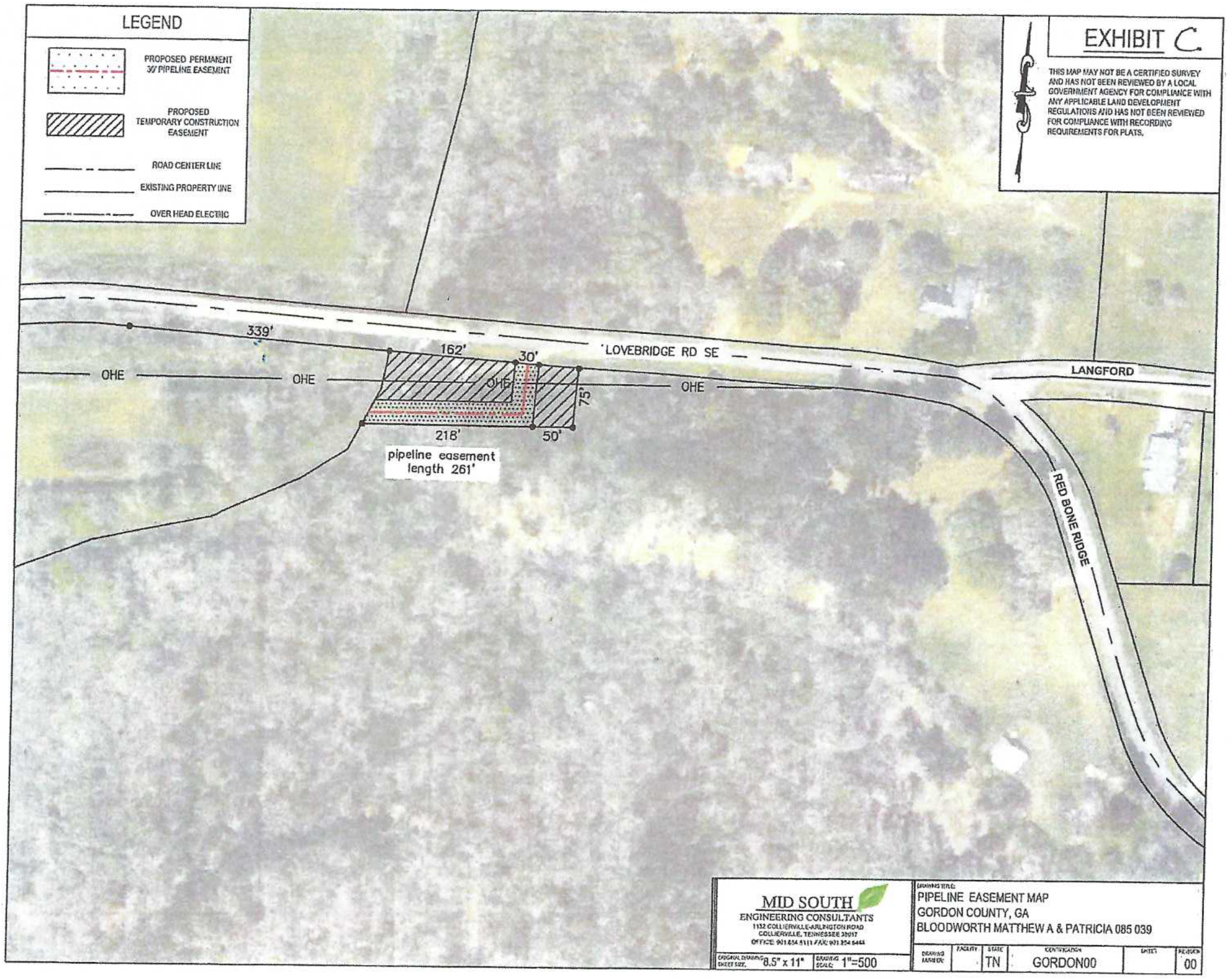
(Seal)

TYLER D. KNAUSS NOTARY PUBLIC GORDON COUNTY, GEORGIA COMMISSION EXPIRES APRIL 24, 2029

_____
Witness

EXHIBIT A


LEGEND
PROPOSED PERMANENT 30' PIPELINE EASEMENT
PROPOSED TEMPORARY CONSTRUCTION EASEMENT
ROAD CENTER LINE
EXISTING PROPERTY LINE
OVER HEAD ELECTRIC
EXHIBIT C.
THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.
339'
162'
30'
75'
218'
50'
pipeline easement
length 261'
OHE
OHE
OHE
OHE
LOVEBRIDGE RD SE
LANGFORD
RED BONE RIDGE
MID SOUTH
ENGINEERING CONSULTANTS
1132 COLLIERVILLE-ARLINGTON ROAD
COLLIERVILLE, TENNESSEE 38017
OFFICE: 901.854.5111 FAX: 901.854.0444
ORIGINAL DRAWING SHEET SIZE: 8.5" x 11"
DRAWING SCALE: 1"=500
DRAWING TITLE:
PIPELINE EASEMENT MAP
GORDON COUNTY, GA
BLOODWORTH MATTHEW A & PATRICIA 085 039
DRAWING NUMBER
FACILITY
STATE: TN
CONTRACTION: GORDON00
SHEET
REVISION: 00


LEGEND
PROPOSED PERMANENT 30' PIPELINE EASEMENT
PROPOSED TEMPORARY CONSTRUCTION EASEMENT
ROAD CENTER LINE
EXISTING PROPERTY LINE
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SHEET
REVISION: 00