

Book: 1094 Page:521

MCKEAN COUNTY
RECORDER OF DEEDS
MICHELE L. VOGEL-SNYDER, RECORDER
500 WEST MAIN STREET
SMETHPORT, PA 16749
(814) 887-3250



***RETURN DOCUMENT TO:**

ENERGIX US, LLC
1201 WILSON BLVD STE 2200
ARLINGTON, VA 22209-2342

Instrument Number - 202503309
Recorded On 10/10/2025 At 9:45:25 AM
* Instrument Type - MISCELLANEOUS
* Total Pages - 11
Invoice Number - 138930
* Grantor - TITUS ENERGY LLC
* Grantee - CLERMONT SOLAR LLC
* Customer - SIMPLIFILE LC E-RECORDING

*** FEES**

STATE WRIT TAX	\$0.50
COUNTY RECORDING FEES	\$25.00
COUNTY IMPROVEMENT FEE	\$2.00
ROD IMPROVEMENT FEE	\$3.00
TOTAL PAID	\$30.50

I hereby CERTIFY that this document is
Recorded in the Recorder of Deeds Office
Of McKean County, Pennsylvania

Michele L. Vogel-Snyder

Michele L. Vogel-Snyder
Recorder of Deeds



THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

01AFC7



DOCUMENT PREPARED BY AND
AFTER RECORDING, PLEASE RETURN TO:

Clermont Solar LLC
C/o Christian Zawinski
1201 Wilson Blvd, Ste 2200
Arlington VA 22209

SURFACE RIGHTS GRANT, WAIVER AND COVENANT

This Agreement (the “**Agreement**”) is made and entered into as of 8/12/25, 2025 (“**Effective Date**”) by and between Titus Energy, LLC, a ~~limited liability company~~ (“**Grantor**” and “**Mineral Rights Owner**”), and Clermont Solar LLC (“**Benefitted Party**”), in consideration of the covenants set forth herein.

RECITALS

A. Benefitted Party holds the fee estate (the “surface estate”), but excluding certain mineral rights, in that certain real property described on Exhibit A attached hereto (the “**Property**”), and Benefitted Party contemplates development of a project thereon which would require that there be no entry upon the surface of the Property or within that portion of the subsurface that is five hundred (500) feet beneath the surface of the Property for the purpose of exploration or development of minerals, oil, gas, hydrocarbon substances or similar matter, of whatever kind and character (collectively, “**Minerals**”).

B. Mineral Rights Owner represents and warrants to Benefitted Party that: (i) Mineral Rights Owner is the record title owner of a portion of the interest in the Minerals contained on, within or underlying a portion of the Property, and (ii) that Mineral Rights Owner has the right to drill upon, to drill through and otherwise to use the surface and subsurface of a portion of said Property to explore for, produce, mine, extract and remove Minerals in, upon, underlying and from a portion of said Property (collectively, “**Mineral Rights**”). The record documents creating the interests of Mineral Rights Owner are described in Exhibit B attached hereto.

C. Benefitted Party desires to acquire and Mineral Rights Owner has agreed to grant to Benefitted Party a waiver and relinquishment of any and all rights of Mineral Rights Owner, its successors and/or assigns to enter upon the surface of the Property, the subsurface area located between the surface of the Property and five hundred (500) feet beneath the surface of the Property, or any surface or subsurface areas on nearby properties which could affect the lateral or subjacent support of any fixtures, equipment, buildings, or structures existing on the Property, now or in the future (collectively, the “**Surface Entry Rights**”) in accordance with and subject to the terms and provisions of this Agreement.

Property, now or in the future (collectively, the “**Surface Entry Rights**”) in accordance with and subject to the terms and provisions of this Agreement.

AGREEMENT

NOW, THEREFORE, incorporating the foregoing recitals, and for Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Surface Rights Waiver.** Mineral Rights Owner hereby quitclaims, waives, and relinquishes, for the benefit of Benefitted Party and Benefitted Party’s successors and assigns, all of Mineral Rights Owner’s right, title and interest, whether now existing or hereafter acquired by Mineral Rights Owner and whether applicable to the Property on which Benefitted Party plans to build its energy generation and storage project, any and all rights of Mineral Rights Owner, its lessees, successors and/or assigns to enter upon (a) the surface of the Property, (b) the subsurface area located between the surface of the Property and five hundred (500) feet beneath the surface of the Property, and (c) any surface or subsurface areas on nearby properties which could affect the lateral or subjacent support of any fixtures, equipment, buildings, or structures existing on the Property, now or in the future, for the purpose of prospecting for, exploring for, drilling, developing, producing, mining, extracting, storing or removing Minerals from on, under or within the Property or adjacent or nearby lands or for any other purpose (the quitclaim, waiver and/or release by Mineral Rights Owner under this Agreement is referred to herein as the “**Surface Rights Waiver**”). Except for Minerals on the surface and those located within the area that is five hundred (500) feet beneath the surface and provided that Mineral Rights Owner accesses any Minerals solely from any adjacent neighboring property outside of the Property on which Mineral Rights Owner may have rights of access (provided such access does not affect the lateral or subjacent support of any fixtures, equipment, buildings, or structures existing on the Property, now or in the future), if any, Mineral Rights Owner does not waive, relinquish or abandon any right, title or interest it may have: (i) in and to the ownership of any Minerals or associated substances contained on, within or underlying a portion of said Property, whether now known to exist or hereafter discovered, Minerals and associated substances belonging or appertaining to a portion of said Property, (ii) with respect to the right to prospect for, drill for, produce, mine and extract and remove Minerals and associated substances in, underlying and from a portion of said Property, (iii) with respect to the right to drill upon, to drill through and otherwise to use a portion of said Property to produce, mine, extract and remove Minerals and associated substances in, underlying and from a portion of said Property or from adjacent or neighboring lands, and (iv) the right to inject in, store under and thereafter withdraw from a portion of said Minerals and associated substances produced from a portion of said Property. To the extent, if any, that any other third parties with mineral rights retain rights of surface access to the Property, Mineral Rights Owner shall not cooperate or collaborate with such third parties to the extent they seek to exercise surface access rights to the Property and Mineral Rights Owner shall not enter into any cost or profit sharing agreements with such third parties that would otherwise facilitate the exercise of surface access by such third parties on the Property.

2. **Mineral Rights Representations and Warranties.** Mineral Rights Owner hereby represents and warrants that (i) it has not in any manner encumbered or

entered into a sublease, assignment or any other agreement in favor of any third party which allows entry upon the surface of the Property or the subsurface area located between the surface and the five hundred (500) feet beneath the surface of the Property, for the purpose of exploring for and developing any mineral substance, or otherwise exercised its Mineral Rights, and (ii) it does not have any other rights to the Property other than the Mineral Rights that are the subject of this Agreement.

3. **Mineral Rights Covenants.** Mineral Rights Owner hereby covenants and agrees that it shall indemnify, defend, protect and hold harmless Benefitted Party to the extent the exercise of any of the Mineral Rights damages the Property, its improvements, or Benefitted Party, and Mineral Rights Owner further agrees that it shall not exercise the Mineral Rights if such use would result in any damage to the Property, its fixtures, equipment, or improvements, or to Benefitted Party. For the avoidance of doubt, Mineral Rights Owner shall not exercise any Surface Entry Rights. Mineral Rights Owner shall provide sixty (60) days advance written notice to Benefitted Party prior to initiating any mineral rights activity that could impact the Property. Mineral Rights Owner shall only exercise the Mineral Rights through subsurface access from adjacent or neighboring lands, and with adequate precautions taken to assure lateral and subjacent support of the Property to prevent surface subsidence, and shall indemnify Benefitted Party for any damage resulting from such operations. Mineral Rights Owner further covenants and agrees it shall not have any right to enter into any new lease (or renewal of any existing lease that is subject to Mineral Rights Owner's approval), assignment or other agreement for exploration, extraction, or other development of the Mineral Rights unless such sublease, assignment or other agreement precludes access to the surface and subsurface of the Property to a depth of five hundred (500) feet beneath the surface of the Property.

4. **Termination; Quitclaim.** The Surface Rights Waiver are fully effective and binding as of the Effective Date of this Agreement and shall continue in effect, without interruption, on a permanent basis, unless Benefitted Party records a Termination Quitclaim as defined below. In the event that either: (i) Benefitted Party, or its successors or assigns, have not commenced Commercial Operations (as defined below) on the Property within ten (10) years after the Effective Date hereof, or (ii) use of the Property for Commercial Operations by Benefitted Party, or its successors and assigns, shall at any time after the "**Commercial Operations Date**" (as defined below) cease for a period of five (5) consecutive years, then, upon written request of the Grantor to the Benefitted Party and provided that Grantor, or an affiliated party of Grantor, then still holds record title to a mineral interest (leasehold or fee) in and to some portion of the Property, Benefitted Party agrees to execute, deliver, and record a quitclaim, in favor of Grantor, that will convey Benefitted Party's rights under this Agreement, for the applicable portion of the Property, to Grantor (a "**Termination Quitclaim**"). For purposes of this Paragraph, (i) "Commercial Operations" means energy generation or storage operations conducted on the Property delivering electricity on a commercial basis in accordance with applicable interconnection or distribution regulations (in other words, in quantities and for periods greater than required for testing), and (ii) "Commercial Operations Date" means that date upon which Commercial Operations first commence.

5. **Miscellaneous.** The terms and conditions of this Agreement shall be binding upon and inure to the benefit or burden of the parties hereto and their lessees, heirs, legal representatives, successors, and assigns. The term Mineral Rights Owner as used herein

shall mean the holder of the Mineral Rights, and if the Mineral Rights are held by multiple parties, such parties shall be jointly and severally liable for the obligations of Mineral Rights Owner hereunder. Benefitted Party's rights hereunder shall attach and be appurtenant to, and run with, the Property, automatically and without the need for any further action by Mineral Rights Owner or Benefitted Party. This Agreement, and the covenants by and obligations of Mineral Rights Owner established herein, shall burden and run with the Mineral Rights.

6. **Further Assurances.** The parties hereby agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Agreement.

7. **Attorney's Fees.** In the event of any dispute, including, but not limited to, an action at law or in equity, as to the enforcement or interpretation of the terms of this Agreement, the prevailing party shall be entitled, in addition to all expenses, costs or damages awarded by a court of competent jurisdiction and to any other relief to which such party may be entitled, to reasonable attorneys' fees, whether or not such controversy was litigated or prosecuted to judgment.

8. **Severability.** If any term, covenant or condition of this Agreement or its application to any person or circumstances shall be held to be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to other persons or circumstances shall not be affected, and each term hereof shall be valid and enforceable to the fullest extent permitted by law. Unless the context clearly requires otherwise, "or" as used in this Agreement is not exclusive.

9. **Counterparts.** This Agreement may be executed in any number of original counterparts, all of which evidence only one agreement.

10. **Governing Law.** The Agreement shall be governed by the laws of the State of Pennsylvania.

11. **Consideration.** The parties agree that Benefitted Party shall make a one-time payment to Grantor the amount set forth on Exhibit C attached hereto and incorporated herein by reference, in accordance with the timelines set forth therein. The parties agree that Exhibit C shall not be attached to the copy of this Agreement to be recorded in the official records of Potter County, Pennsylvania. Grantor agrees to execute or re-execute any additional or replacement surface waivers substantially similar to this Agreement, as reasonably requested by Benefitted Party, with respect to the Mineral Rights and the Property without requiring any payment in addition to the amount paid to Grantor for this Agreement as set forth on Exhibit C.

[Signature and Acknowledgment Pages to Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first written above.

GRANTOR AND MINERAL RIGHTS OWNER:

Titus Energy LLC,
a Limited liability Corporation

By: Hamdaa B. Stout
Name: Hamdaa B. Stout
Its: Sole Member

ACKNOWLEDGMENT

Commonwealth/State of Pennsylvania

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§ ss:
§

County of Jefferson

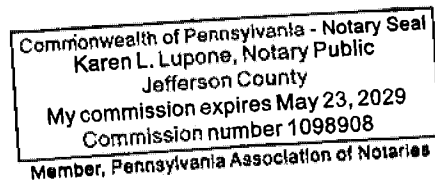
Before me, on August 12th, 2025, personally appeared Hamdaa B. Stout,
Member of Titus Energy LLC, a limited liability company and as such Member,
subscribed to the within instrument and acknowledged that (s)he executed the instrument on
behalf of said limited liability company.

Karen L. Lupone

Name

My commission expires:

[Additional signature page follows]



BENEFITTED PARTY:

Clermont Solar LLC,
a Delaware Limited Liability Company

By: [Signature]
Name: Timothy Barker
Its: Authorized Signatory.

ACKNOWLEDGMENT

Commonwealth/State of Virginia

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§
§

SS:

County of Arlington

Before me, on August 20, 2025, personally appeared Timothy Barker,
Member of Clermont Solar LLC, a limited liability company and as such Member,
subscribed to the within instrument and acknowledged that (s)he executed the instrument on
behalf of said limited liability company.

[Signature]
Name
My commission expires:

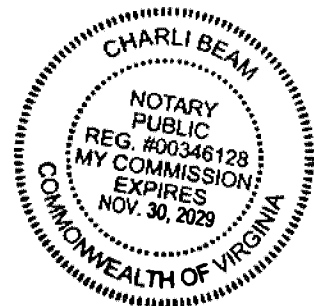


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY¹

PREMISES "A"

ALL THOSE CERTAIN pieces, parcels and tracts of lands situate, lying and being in the Township of Sergeant, County of McKean, Commonwealth of Pennsylvania, bounded and described as follows:

PARCEL FIRST: BEGINNING at a one-inch (1 in.) iron rod and stones marking the Northeast corner of Warrant 2793; thence South eleven degrees forty-seven minutes West one thousand three hundred eight and seventy-eight one-hundredths feet (S. $11^{\circ} 47'$ W. 1,308.78 ft.) to a one-inch (1 in.) iron pipe and stones, said pipe being also ninety-eight and thirty-four one-hundredths feet South (98.34 ft. S.) of the New York Light and Gas Company right-of-way; thence North eighty-two degrees West nine thousand four hundred fifty-two and fifty-two one-hundredths feet (N. 82° W. 9,452.52 ft.) to a one-inch (1 in.) iron pipe and stones in the West line of Warrant 2793; thence North eight degrees fifteen minutes East (N. $8^{\circ} 15'$ E.) along the West line of Warrant 2793 one thousand three hundred thirty-one and eighty-eight one-hundredths feet (1,331.88 ft.) to a two and one-half inch (2.5 in.) iron pipe and stones marking the Northwest corner of Warrant 2793; thence South eighty-two degrees forty minutes East nine thousand two hundred sixty-seven and seventy-two one-hundredths feet (S. $82^{\circ} 40'$ E. 9,267.72 ft.) to a two and one-half inch (2.5 in.) iron pipe and stones, being a line marker on the North line of Warrant 2793; thence continuing South eighty-two degrees forty minutes East two hundred seventy-five and twenty-two one-hundredths feet (S. $82^{\circ} 40'$ E. 275.22 ft.) to a place of beginning.

CONTAINING two hundred eighty-two acres (282 A.) of land, more or less.

TOGETHER with all improvements located thereon.

BEING Tax Parcel: 29-004-400

PARCEL SECOND: BOUNDED on the North and East by lands now or formerly of Henry Baird on the south by lands now or formerly of H.L. Howard; and on the West lands formerly owned by Whitehouse and known as the "Thomas" Lot and now owned by previous grantees.

CONTAINING forty acres (40 A.) more or less, of land, being part of Warrant No. 2797.

PARCEL THIRD: BEGINNING at the Northwest corner of lot now or formerly known as No. 68 at a stake and stones, bearing North eighty-two degrees West sixteen links (N. 82° W. 16 lks.) from a beech tree marked as a corner; running thence North one hundred twenty rods (N. 120 rds.) to a stake, bearing North eighty-three degrees West (N. 83° W.) from a birch marked as a corner; thence East two hundred eighty-eight rods (E. 288 rds.) to a stake, bearing East five links

(E. 5 lks.) from a beech barked as a corner; thence South (crossing a highway now or formerly known as the Turnpike Road) one hundred twenty rods (S. 120 rds.) to the Northeast corner of land now or formerly of E.M. Howard; thence West, along the North line of land now or formerly of Howard and now or formerly of J.M. Senger, to the place of beginning.

CONTAINING approximately two hundred four acres (Approx. 204 A.) of land and being a part of Warrant 2797

BEING Tax Parcel: 29-009-101

BEING the same premises conveyed by New Shawmut Timber Company, Inc a/d/b/a New Shawmut Timber Company, to Clermont Solar, LLC, by Deed dated August 23, 2024, recorded August 30, 2024, at Book 1067, Page 485.

EXHIBIT B

**DESCRIPTION OF EXISTING MINERAL RIGHTS RESERVATION IN FAVOR OF
MINERAL RIGHTS OWNER PRIOR TO THE EFFECTIVENESS OF THIS
AGREEMENT**

Oil and Gas Lease as in Record Book 420, Page 477, Assignment of Oil and Gas Lease as in Record Book 722, Page 325, Amendment and Ratification of Assignment of Oil and Gas Leases as in Record Book 731, Page 667, Assignment and Conveyance as in Record Book 858, Page 1052, as corrected at Record Book 868, Page 350.