

## **TEMPORARY NON-EXCLUSIVE ACCESS AND RE-ENTRY AGREEMENT**

This TEMPORARY NON-EXCLUSIVE ACCESS AND RE-ENTRY AGREEMENT (this “*Agreement*”) is entered into as of February 18, 2025 (the “*Effective Date*”), by and between ALAN VAUGHN and LYNNETTE VAUGHN (collectively, the “*Owner*”), whose address is 139 County Road 29, Brighton, CO 80603, SYRCUIT ENERGY SOLUTIONS, INC., a Colorado corporation (“*Syr circuit*”), with an address of 4627 W 20<sup>th</sup> Street Rd, Suite A, Greeley, CO 80634, and KERR-MCGEE OIL & GAS ONSHORE LP, a Delaware limited partnership (“*Operator*”), with offices at 1099 18<sup>th</sup> Street, Suite 700, Denver, CO 80202. Owner, Syrcuit, and Operator may be collectively referred to herein as the “*Parties*,” and, individually as a “*Party*.”

### **RECITALS**

A. WHEREAS, Owner owns of the surface estate of the following described lands located in Weld County, Colorado, to-wit (the “*Lands*”):

#### **Township 2 North, Range 63 West, 6<sup>th</sup> P.M.**

Section 3: All that part of the S2, described as that part of Parcel 3 pertaining to Section 3 in that Quitclaim Deed recorded on June 30, 2010 at Reception No. 3702743 of the official public records of Weld County, Colorado (Parcel No. 130303000009);

Section 4: All that part of the S2 lying southerly of the Chicago, Burlington and Quincy Railroad right-of-way, described as that part of Parcel 1 pertaining to Section 4 in that Quitclaim Deed recorded on June 30, 2010 at Reception No. 3702743 of the official public records of Weld County, Colorado (Parcel No. 130304000004);

Section 9: All that part of Section 9 lying southerly of the Chicago, Burlington and Quincy Railroad right-of-way, described as Parcel 2 in that Quitclaim Deed recorded on June 30, 2010 at Reception No. 3702743 of the official public records of Weld County, Colorado; (Parcel No. 130309000005); and

Section 10: All that part of N2, described as that part of Parcel 3 pertaining to Section 10 in that Quitclaim Deed recorded on June 30, 2010 at Reception No. 3702743 of the official public records of Weld County, Colorado (Parcel No. 130310000008).

B. WHEREAS, Syrcuit and Owner have entered into that certain Land Lease Agreement dated effective November 4, 2022 covering the Lands, evidenced by that Memorandum of Land Lease Agreement recorded January 1, 2023 at Reception No. 476064 of the official public records of Weld County, Colorado (the “**Solar Lease**”).

C. WHEREAS, Operator desires to access the Lands to re-enter, re-plug, re-cut and abandon the Champlin 542 Amoco A#1 (API #05-123-09574), Waddle 1 (API #05-123-05094), UPV 3-13K3 (API #05-123-18217), UPV 9-7K3 (API #05-123-18219), and UPV 9-15K3 (API #05-123-18220) (collectively, the “**Wells**”) on the Lands, at the locations and access routes more particularly shown on **Exhibit A** attached hereto; and in connection therewith, the Parties desire to execute this Agreement to grant Operator’s use of the Lands, as further described herein, for Operator to conduct re-entry operations on the Lands. Owner’s execution of this Agreement will act as notice and Operator’s operations can begin immediately.

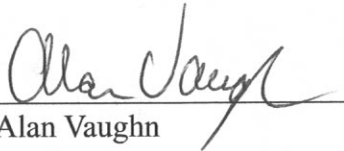
### **AGREEMENT**

NOW, THEREFORE, in accordance with the mutual promises, covenants and compensation set forth in that unrecorded Letter Agreement dated effective February 18, 2025, by and between the Parties (the “**Letter Agreement**”), and the terms and conditions set forth herein, the Parties agree as follows:

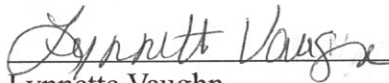
1. **Surface Rights.** Owner acknowledges and grants the right of ingress and egress to Operator, its agents, employees, representatives, contractors and assigns, and grants the right to enter upon and use such portions of the surface of the Lands as set forth herein for the purpose of upgrading existing roads and building new access roads to provide adequate access to the Wells, and re-entering, re-plugging and abandoning the Wells.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the respective dates by each Party's signature below, but shall be effective for all purposes as of the Effective Date.

**OWNER:**

  
Alan Vaughn

Date: 2-19-25

  
Lynnette Vaughn

Date: 2-19-25

**OPERATOR:**

**Kerr-McGee Oil & Gas Onshore LP,**  
a Delaware limited partnership

By: \_\_\_\_\_

Name: Don C. Jobe, III

Title: Attorney-in-Fact

Date: \_\_\_\_\_

Syrcuit does hereby agree and consent to the terms and conditions contained herein, and pursuant to Solar Lease, which contains language of exclusivity, does hereby approve of the Parties entering into this Agreement.

**SYRCUIT:**

**Syrcuit Energy Solutions, Inc.**  
a Colorado corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the respective dates by each Party's signature below, but shall be effective for all purposes as of the Effective Date.

**OWNER:**

\_\_\_\_\_  
Alan Vaughn

Date: \_\_\_\_\_

\_\_\_\_\_  
Lynnette Vaughn

Date: \_\_\_\_\_

**OPERATOR:**

**Kerr-McGee Oil & Gas Onshore LP,**  
a Delaware limited partnership

By: 

Name: Don C. Jobe, III

Title: Attorney-in-Fact

Date: 2/19/2025

Syrcuit does hereby agree and consent to the terms and conditions contained herein, and pursuant to Solar Lease, which contains language of exclusivity, does hereby approve of the Parties entering into this Agreement.

**SYRCUIT:**

**Syrcuit Energy Solutions, Inc.**  
a Colorado corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Signature page to  
Temporary Non-Exclusive Access and Re-Entry Agreement  
dated effective February 18, 2025.*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the respective dates by each Party's signature below, but shall be effective for all purposes as of the Effective Date.

**OWNER:**

\_\_\_\_\_  
Alan Vaughn

Date: \_\_\_\_\_

\_\_\_\_\_  
Lynnette Vaughn

Date: \_\_\_\_\_

**OPERATOR:**

**Kerr-McGee Oil & Gas Onshore LP,**  
a Delaware limited partnership

By: \_\_\_\_\_

Name: Don C. Jobe, III


Title: Attorney-in-Fact

Date: \_\_\_\_\_

Syrcuit does hereby agree and consent to the terms and conditions contained herein, and pursuant to Solar Lease, which contains language of exclusivity, does hereby approve of the Parties entering into this Agreement.

**SYRCUIT:**

**Syrcuit Energy Solutions, Inc.**  
a Colorado corporation

By: 

Name: Matt Lauer

Title: COO & Co-Founder

Date: 2/19/2025

*Signature page to  
Temporary Non-Exclusive Access and Re-Entry Agreement  
dated effective February 18, 2025.*

## EXHIBIT A

Attached to and made a part of that Temporary Non-Exclusive Access and Re-Entry Agreement dated effective February 18, 2025, by and between Alan Vaughn and Lynnette Vaughn, as Owner, Syrcuit Energy Solutions, Inc., and Kerr-McGee Oil & Gas Onshore LP, as Operator.

### Wells and Proposed Access Routes

