

**El Centro Landfill Gas Processing Amendment**  
**To the LANDFILL GAS AND LEASE AGREEMENT (the “Agreement”)**  
**Between the City of Corpus Christi and**  
**Corpus Christi Renewables, LLC**

This El Centro Landfill Gas Processing Amendment (the “ECLGP Amendment”) is between the City of Corpus Christi, a Texas home-rule municipal corporation (“Landfill Owner”), and Corpus Christi Renewables, LLC, a Texas limited liability company (“CCR”), (collectively, the “Parties”).

**RECITALS**

- A. WHEREAS, the Parties have executed a Landfill Gas and Lease Agreement, dated May 11, 2023 (the “Agreement”) and amended ;
- B. WHEREAS, CCR designs and operates Landfill Gas processing facilities, converting Landfill Gas to High-BTU Gas (as defined in the Agreement);
- C. WHEREAS, El Centro Renewables (“ECR”), an affiliate of CCR, will design, construct, and operate a landfill gas collection and control system at the El Centro Landfill (“ECL”);
- D. WHEREAS, the City of Corpus Christi will construct, operate, and own a landfill gas pipeline extending from ECL to CCR’s Facilities (as defined in the Agreement); and
- E. WHEREAS, the Parties desire to amend the Agreement to have landfill gas, generated at ECL and transported to CCR’s Facilities (as defined in the Agreement), processed at CCR’s Facilities, creating High-BTU Gas (as defined in the Agreement) for sale.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein, the Parties hereto agree as follows:

- 1. Unless defined herein, all capitalized terms used herein have the meaning defined in the Agreement.
- 2. Unless modified herein, all provisions of the Agreement apply to this ECLGP Amendment.
- 3. CCR’s priority for processing and marketing landfill gas at CCR’s Facilities will be as follows:

1st Priority: Landfill gas produced from the Cefe Valenzuela and JC Elliot landfills

2nd Priority: Landfill gas produced from the El Centro Landfill

As an example, given CCR’s Facility processing capacity of 5,500 scfm, if, on a given flow day, 3,500 scfm is produced from Cefe Valenzuela, 1,000 scfm is produced from JC Elliott, and 1,200 scfm is produced from El Centro, all Cefe Valenzuela and JC Elliot landfill gas would be processed and marketed, while 1,000 scfm of El Centro landfill gas would be processed and marketed. The remaining 200 scfm of El Centro landfill gas would be flared.

4. Provision 10.2 of the Agreement will be modified as follows.

The 2nd paragraph under 10.2. now reads:

“CCR may assign all or substantially all its interests hereunder to a non-Affiliate, excluding Republic Services Inc. and its affiliates, upon the sale of CCR’s entire interest in CCR’s Facility at any time with the written consent of the Landfill Owner’s governing body, which consent shall not be unreasonably withheld, conditioned, or delayed.”

CCR, in consideration of Landfill Owner’s consent for CCR to connect and process ECL Landfill Gas at CCR’s Facilities, will pay the Landfill Owner an annual fee for such period and term that ECL Landfill Gas is processed at CCR’s Facilities. Such consideration shall be made to the Landfill Owner in equal monthly payments. The fee will be determined using the following table:

Average Flow from previous year	Annual Facility Fee
<750 SCFM	\$50,000
Between 750 and 1,000 SCFM	\$75,000
>1,000 SCFM	\$100,000

The annual fee for the first and last year of operations will be prorated based on the number of months the plant is in operation. If for any reason CCR stops accepting gas from ECL the fee payment will end in the last month of gas acceptance from ECL and will not resume unless flow resumes from the landfill.

5. Certain provisions of Article 4.3.1.(ii) of the Agreement are modified as follows:

JCE Methane Percentage is redefined to read: **JCE Methane Percentage** = (JCE Methane Production) / (JCE Methane Production + Cefe Valenzuela Methane Production + El Centro Methane Production)

Add the following definition: **El Centro Methane Production** = (total El Centro Landfill Gas flows (in SCF)) \* (El Centro Landfill Gas methane concentration)

Add the following definition: **El Centro Methane Percentage** = (El Centro Methane Production) / (JCE Methane Production + Cefe Valenzuela Methane Production + El Centro Methane Production)

Cefe Methane Percentage is redefined to read: **Cefe Valenzuela Methane Percentage** = (Cefe Methane Production) / (JCE Methane Production + Cefe Valenzuela Methane Production + El Centro Methane Production)

The example in 4.3.1.(ii) is deleted in its entirety and replaced by the following:

*For example, in the 25<sup>th</sup> month of JCE Landfill Gas production, assuming 98% Facility runtime, a 30-day month, JCE average flows of 1,000 SCFM at 55% methane, Cefe Valenzuela average flows of 2,000 SCFM at 56% methane, and El Centro average flows of 800 SCFM at 54% methane, total High-BTU sales for the month of 88,962 MMBtu, and an average High-BTU gas sales price of \$25 per MMBtu, the following values are determined:*

**JCE Royalty Payment** = (Gross Revenues) \* (JCE Methane Percentage) \* (JCE Royalty Percentage) = (\$2,224,061) \* (26.17%) \* (10%) = \$58,194

**JCE Royalty Percentage** = 1,000/100 = 10.0%

**JCE Methane Production** = (1,000 SCFM) \* (60 Min/Hr) \* (24 Hr/Day) \* (30 Days/Month) \* 55% = 23,760,000 SCF

**Cefe Methane Production** = (2,000 SCFM) \* (60 Min/Hr) \* (24 Hr/Day) \* (30 Days/Month) \* 56% = 48,384,000 SCF

**El Centro Methane Production** = (800 SCFM) \* (60 Min/Hr) \* (24 Hr/Day) \* (30 Days/Month) \* 54% = 18,662,400 SCF

**JCE Methane Percentage** = (23,760,000) / (23,760,000 + 48,384,000 + 18,662,400) = 26.17%

**Cefe Methane Percentage** = (48,384,000) / (23,760,000 + 48,384,000 + 18,662,400) = 53.28%  
In this scenario, the Cefe royalty payment is equal to (Gross Revenues) \* (Cefe Methane Percentage) \* (Cefe Royalty Percentage) or (\$2,224,061) \* (53.28%) \* (22%) or \$260,709

**El Centro Methane Percentage** = (18,662,400) / (23,760,000 + 48,384,000 + 18,662,400) = 20.55%

6. The following Article 8.1.21 is added after 8.1.19 in the Agreement:

“CCR will pay the City \$1,208,000 (\$100,000 per Mile) to install the pipeline between Cefe Valenzuela Landfill and El Centro Landfill. This cost will cover the installation, all necessary right-of-ways, and all other costs required to install the pipeline except for the material cost. CCR will provide the material required at CCR’s cost. The City will own the pipeline and will charge CCR a fee of \$0.20 per MCF at a minimum daily Throughput Volume of 2,000 MCF (2 MMCFD) for the operation of the pipeline. The operation of the line will include all required compliance, one-calls, and other tasks necessary to maintain compliance with all applicable regulations/regulatory agencies.

The payment for the pipeline installation will be as follows:

- 25% due upon mobilization of the installation crew.
- 25% due upon 50% completion of the pipeline installation.
- 50% due upon final completion of the pipeline.”

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed in duplicate originals by their duly authorized, undersigned officers.

**Corpus Christi Renewables, LLC**, a Texas Limited  
Liability Company

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

Name: Paul D. Morrow

Title: President

Date: 9/30/25

City of Corpus Christi

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

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

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

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