

JC Elliott Amendment
To the LANDFILL GAS AND LEASE AGREEMENT dated May 11, 2023
between the City of Corpus Christi and Corpus Christi Renewables, LLC

This JC Elliott Landfill (“JCE”) Amendment (the “JCE Amendment”), dated May 11, 2023 (the “JCE Effective Date”), 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”).
- B. WHEREAS, the Landfill Owner owns a landfill gas collection and control system at JCE (the “JCE GCCS” as defined herein) through which the Landfill Owner collects and manages Landfill Gas (as defined in the Agreement).
- C. WHEREAS, CCR designs and operates Landfill Gas processing facilities, converting Landfill Gas to High-BTU Gas (as defined in the Agreement).
- D. WHEREAS, the Parties desire to amend the Agreement to have CCR gather landfill gas at JCE (“JCE Landfill Gas”), transport it to CCR’s Facilities (as defined in the Agreement), and process such JCE Landfill Gas 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 Amendment.
- 3. “JCE GCCS” means the JC Elliott Landfill gas gathering and control system located at 7001 Ayers Street, Corpus Christi, TX, 78415, and comprised of the system of wells and piping that collects or assists in the collection and destruction of Landfill Gas from JCE including, but not limited to, extraction wells, horizontal wells, lateral and header piping, valves, sumps, wellheads, air supply piping, liquid force-main piping, pumps, and other appurtenances, blowers and motors, flares, air compressors, flow meters, flare facility controls, and any monitoring and recording devices, Blower-Flare Facility, and Meters.
- 4. The JCE GCCS, including the pipeline constructed by the City to transport JCE Landfill Gas to CCR’s Facility, is part of the GCCS as defined in the Agreement.

5. **“Landfill Owner’s JCE Permits”** means the following JCE permits.
 - a. **“Landfill Owner’s JCE Air Permit”** means permit numbers _____ issued by the TCEQ, as it may be amended from time to time.
 - b. **“Landfill Owner’s JCE Solid Waste Permit”** means permit number _____ issued by the TCEQ, as it may be amended from time to time.
6. Landfill Owner’s JCE Permits are included as Landfill Owner’s Permits as defined in the Agreement.
7. **“JCE Site”** means the real property premises described in Exhibit A to this Amendment and is included within the definition of **“Site”** in the Agreement.
8. Article 3.1 of the Agreement is modified as follows:

Article 3.1.1 is renumber as 3.1.1.1.

The following provision is added:

3.1.1.2. Landfill Owner shall transfer ownership of JCE Landfill Gas free of any and all encumbrances, including all environmental attributes associated with JCECC Landfill Gas, to CCR at the JCE Connection Point in exchange for a royalty per Article IV, **“Price, Royalties, Billing and Payments”** herein.
9. The first sentence of Article 3.4 of the Agreement is modified as follows:

The Landfill Owner grants CCR the exclusive right to treat, process, and sell all Landfill Gas and all JCE Landfill Gas produced at the Landfill and at JCE, respectively.
10. Article 4 of the Agreement is modified, adding the following provisions:

4.2.1 Effective after the Commercial Operations Date, CCR shall pay the Landfill Owner a royalty, from Gross Revenue received by CCR from the sale of High-BTU Gas, Environmental Attributes, RINs and other credits.

The royalty paid to the Landfill Owner from gas originating from Cefe Valenzuela shall be calculated according to the following equation:

$$\text{(Gross Revenue)} * \text{(Cefe Methane Percentage)} * \text{(Cefe Royalty Percentage)} = \text{Cefe Royalty payment.}$$

The Cefe Royalty Percentage will be based on the price at which CCR sells High-BTU Gas, as follows:

- (i) At a High-BTU Gas sales price below \$10.00 per MMBTU, the royalty is 10%.
- (ii) At a High-BTU Gas sales price between \$10.00 per MMBTU and \$22.00 per MMBTU, the royalty is 10.00% at \$10.00 per MMBTU, increasing 0.01% for each \$0.01 per MMBTU increase in sale price, up to a maximum royalty of 22% at a High-BTU Gas sales price of \$22.00 per MMBTU.

At a High-BTU Gas sales price exceeding \$22.00 per MMBTU, the royalty is 22%.

4.3.1. For JCE Landfill Gas routed to CCR's facility at Cefe Valenzuela ("Cefe") for treatment and sale as High-BTU Gas, CCR will pay the Landfill Owner a royalty as follows:

- (i) For a period of twenty-four (24) months from the date CCR initiates the flow, treatment, and sale of Landfill Gas as High BTU Gas from JCE, the JCE royalty percentage is zero.
- (ii) Following the 24-month period, per 4.3.1.(i), the royalty paid to the Landfill Owner will be determined each month as follows:

JCE Royalty Payment = (JCE Royalty Percentage) * (JCE Methane Percentage) * (Gross Revenue)

JCE Royalty Percentage = average monthly flowrate (in SCFM) divided by 100 and rounded to the nearest 0.1%, where the flowrate is measured at the JCE flow meter downstream of the JCE landfill gas compressor

JCE Methane Percentage = (JCE Methane Production) / (JCE Methane Production + Cefe Valenzuela Methane Production)

JCE Methane Production = (total JCE Landfill Gas flows (in SCF)) * (JCE Landfill Gas methane concentration)

Cefe Methane Production = (total Cefe Valenzuela Landfill Gas flows (in SCF)) * (Cefe Valenzuela Landfill Gas methane concentration)

Cefe Methane Percentage = 100% – JCE Methane Percentage OR (Cefe Valenzuela Methane Production) / (JCE Methane Production + Cefe Valenzuela Methane Production).

For example, in the 25th month of JCE Landfill Gas production, assuming JCE flows an average 1,000 SCFM at 55% methane, Cefe Valenzuela flows 2,000 SCFM at 56% methane, High-BTU sales total 70,679 MMBtu, and the average total High-BTU gas sales price is \$25 per MMBtu, the following values are determined:

JCE Royalty Payment = (Gross Revenues) * (JCE Methane Percentage) * (JCE Royalty Percentage) = (\$1,766,987) * (32.93%) * (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) * 55% = 23,760,000 SCF (This SCF value will be pulled directly from the flow meter each month)

Cefe Methane Production = (2,000 SCFM) * (60 Min/Hr) * (24 Hr/Day) * (30 Days) * 56% = 48,384,000 SCF (This SCF value will be pulled directly from the flow meter each month)

JCE Methane Percentage= (23,760,000) / (23,760,000 + 48,384,000) = 32.93%

Cefe Methane Percentage = 100% – 32.93% = 67.07%

In this scenario Cefe Royalty payment would be:

(Gross Revenues) * (Cefe Methane Percentage) * (Cefe Royalty Percentage) = (\$1,766,987) * (67.07%) * (22%) = \$260,709

11. Article 7.3.3.2. of the Agreement is modified, adding the following language after the 1st paragraph:

If CCR deems, in its sole and reasonable judgment, that it is not commercially feasible to continue to operate at JCE, CCR may discontinue operations at JCE by providing 90 days written notice to the Landfill Owner. All CCR responsibilities for the collection system maintenance and operation will end after this 90-day period.

12. Article 8.1.1 of the Agreement is modified and renumbered as 8.1.1.1.

13. The following Article 8.1.1.2. is added after 8.1.1.1. in the Agreement:

Beginning at the JCE Effective Date and continuing until the end of the Term or earlier Termination of this Agreement, the City does hereby lease to CCR the JCE Site solely for the purposes of construction, installing, operating, and maintaining CCR's JCE Facility and connecting JCE's Facility to the GCCS. CCR shall have sole and exclusive access to the JCE Site except as otherwise provided in this Agreement.

14. The following Article 8.1.20. is added after 8.1.19 in the Agreement:

CCR will pay the City \$1,776,795.29 to install the pipeline between Cefe and JCE. 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 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 terms 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.

15. The responsibility table in Exhibit 3 and Exhibit 3A will also apply to the JCE project.


16. Article 2.1.4.1 will be added after 2.1.4.

Election to Utilize the City's Blower System(s). During the term of this contract CCR may elect to utilize the city's blower systems to pull field vacuum and boost the gas pressure to CCR's facility. If CCR makes this election CCR will give the city 5-day notice prior to utilizing the blowers. After the 5-day period CCR will pay for the city's electric bill for the blower station only, and the Exhibit 3 responsibility matrix will be replaced with Exhibit 3A. If, at a later date, CCR no longer wishes to utilize the City's blower system to pull field vacuum then CCR will notify the city. CCR will stop paying for the City's electric bill for the blower system at the end of the electrical billing period during which the blowers stopped being utilized by CCR and the responsibility matrix will default back to Exhibit 3. CCR can separately elect to utilize the blower systems at Cefe Valenzuela and JCE.

Signatures on next page.

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: 11/17/2023

City of Corpus Christi

By: _____
Name: Neiman Young
Title: Assistant City Manager
Date: _____

Approved as to legal form: _____

Assistant City Attorney for
City Attorney Miles Risley

**"EXHIBIT A" TYPE IX LEASE TRACT
30,088 SQUARE FEET (0.6907 ACRES)
OUT OF A CALLED 157.579 ACRE TRACT,
LOT 6, SECTION 14, BOHEMIAN COLONY LANDS
NUECES COUNTY, TEXAS**

Being a 30,088 square foot (0.6907 acre) tract of land situated in Nueces County, Texas and being a portion of Lot 6, Section 14 of Bohemian Colony Lands, a plat recorded in Volume A, Page 48, Map Records, Nueces County, Texas (M.R.N.C.T.) and being a portion of a called 157.579 acre tract of land described in a General Warranty Deed to City of Corpus Christi, recorded in Volume 1413, Page 840, Deed Records, Nueces County, Texas (D.R.N.C.T.) and being more particularly described as follows:

COMMENCING at a point in the northwest right-of-way (R.O.W.) line of Greenwood Drive (variable width R.O.W.), in the southwest line of Lot 1, Section 15 of said Bohemian Colony Lands and a called 68 acre tract of land described in a deed to City of Corpus Christi, recorded in Volume 770, Page 325, D.R.N.C.T., and for the east corner of Lot 2A, Section 15 of Bohemian Colony Lands, a replat recorded in Volume 36, Page 23, M.R.N.C.T. and a called 14.273 acre tract of land described in a Special Warranty Deed to TM Corpus Christi Services, L.L.C., recorded in Instrument No. 2002036560, Official Public Records, Nueces County, Texas (O.P.R.N.C.T.), from which a concrete monument with brass disc found for reference bears North 66° 07' 43" East a distance of 0.36 feet;

THENCE South 61° 51' 51" East (called South 61 1/2° East), along the common line of the northwest R.O.W. line of said Greenwood Drive, Lot 1 and Lot 2 of said Section 15, and said 68 acre tract, passing at a distance of 9.38 feet, a concrete monument found for reference,

continuing along said common line and over and across said Greenwood Drive, passing at a distance of 40.00 feet, a point for the common corner of Lot 6 and Lot 7 of said Section 14 and Lot 1 and Lot 2 of said Section 15 and for the south corner of said 68 acre tract,

continuing over and across said Greenwood Drive and along the common line of Lot 6 and Lot 7 of said Section 14, passing at a distance of 60.00 feet, a point in the southeast R.O.W. line of said Greenwood Drive and for the southwest corner of a called 29.902 acre tract of land described in a Warranty Deed to Ronald A. Voss, recorded in Instrument No. 2007063583, O.R.R.N.C.T, from which a 5/8" iron rod found for reference bears South 50° 53' 46" East a distance of 1.46 feet,

continuing along the common line of the southeast R.O.W. line of said Greenwood Drive, Lot 6 and Lot 7 of said Section 14, and said 29.902 acre tract for a total distance of 70.00 feet to a point for the north corner of said 157.579 acre tract, from which a concrete monument found for reference bears North 86° 10' 08" West a distance of 0.49 feet;

THENCE South 28° 38' 09" West (called North 26° East), along the common line of the southeast R.O.W. line of said Greenwood Drive and said 157.579 acre tract, a distance of 9.08 feet to a point;

THENCE over and across said 157.579 acre tract the following courses and distances:

South 61° 31' 06" East, a distance of 78.00 feet to a 1/2" iron rod with yellow cap stamped "WCG" set for the **POINT OF BEGINNING**, having surface coordinates of Northing: 17,156,586.70, Easting: 1,321,540.19, relative to the Texas Coordinate System of 1983, South Zone, NAD83 (2011) EPOCH 2010.00;

South 61° 31' 06" East, a distance of 175.00 feet to a 1/2" iron rod with yellow cap stamped "WCG" set;

South 28° 28' 54" West, a distance of 125.00 feet to a 1/2" iron rod with yellow cap stamped "WCG" set for the beginning of a tangent curve to the right, having a radius of 50.00 feet, a chord bearing South 73° 28' 54" West, and a chord distance of 70.71 feet;

Westerly, along said tangent curve to the right, through a central angle of 90° 00' 00" an arc distance of 78.54 feet to a 1/2" iron rod with yellow cap stamped "WCG" set, having surface coordinates of Northing: 17,156,373.27, Easting: 1,321,566.61, relative to the Texas Coordinate System of 1983, South Zone, NAD83 (2011) EPOCH 2010.00, and for a point of tangency;

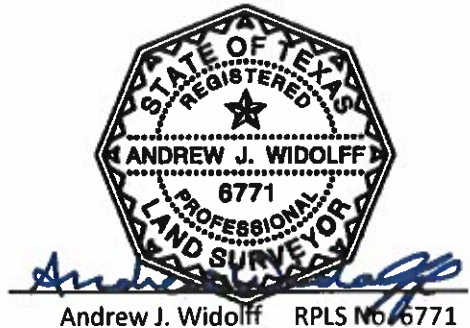
North 61° 31' 06" West, a distance of 125.00 feet to a 1/2" iron rod with yellow cap stamped "WCG" set;

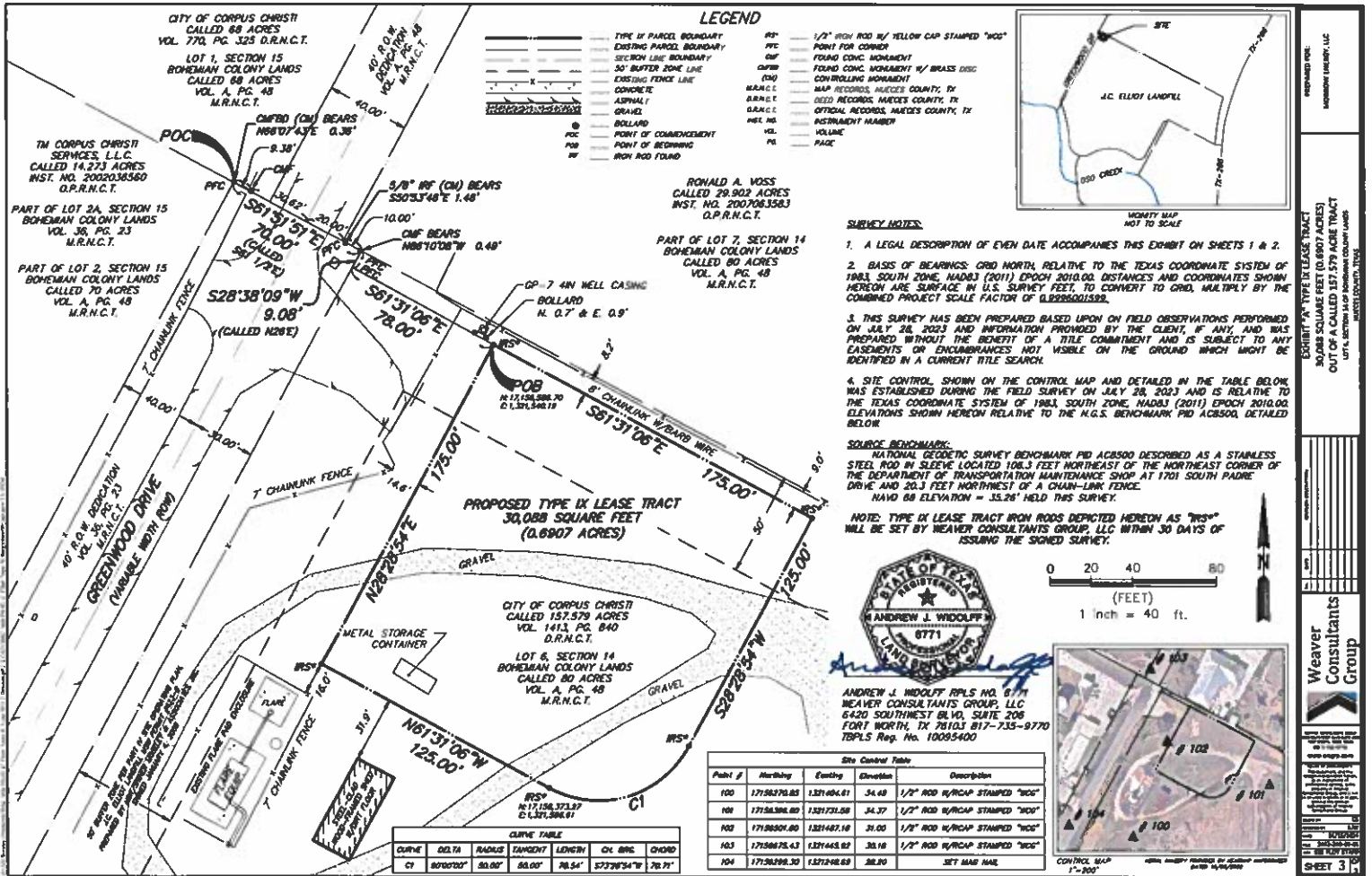
North 28° 28' 54" East, a distance of 175.00 feet to the **POINT OF BEGINNING** and containing **30,088 square feet (0.6907 acres)**, more or less.

SURVEY NOTES:

1. A survey exhibit of even date accompanies this description, shown on sheet 3 of this document.
2. Basis of Bearings: Grid North, relative to the Texas Coordinate System Of 1983, South Zone, NAD83 (2011) EPOCH 2010.00. Distances and coordinates shown hereon are surface in U.S. survey feet, to convert to grid, multiply by the combined project scale factor of 0.9996001599.
3. This survey has been prepared based upon field observations performed on July 28, 2023 and information provided by the client, if any, and was prepared without the benefit of a title commitment and is subject to any easements or encumbrances not visible on the ground which might be identified in a current title search.
4. Type IX Lease Tract corners described herein as "set" will be set by Weaver Consultants Group, LLC within 30 days of issuing the signed survey.

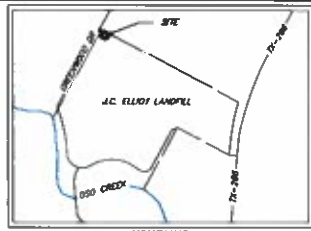
Weaver Consultants Group
6420 Southwest Blvd | Suite 206
Fort Worth, TX 76109
817-735-9770
TBPLS REG# No. 10095400
TBPE REG# F- 3727





LEGEND

TYPE IX PARCEL BOUNDARY	RS*	1/2" IRON ROD W/ YELLOW CAP STAMPED "100"
EXISTING PARCEL BOUNDARY	PFC	POINT FOR CORNER
SECTION LINE BOUNDARY	CMF	FOUND CONC. MONUMENT
50' BUFFER ZONE LINE	CMFB	FOUND CONC. MONUMENT W/ BRASS DISC
EXISTING FENCE LINE	(CQ)	CONTROLLING MONUMENT
CONCRETE	BRM	MAP RECORDS, HARRIS COUNTY, TX
ASPHALT	BRM	DEED RECORDS, HARRIS COUNTY, TX
GRAVEL	BRM	OFFICIAL RECORDS, HARRIS COUNTY, TX
BOLLARD	INS*	INSTRUMENT NUMBER
POINT OF COMMENCEMENT	POB	VOLUME
POINT OF BEGINNING	POB	PAGE
IRON ROD FOUND	IR	

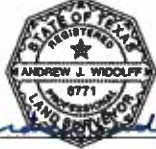


SURVEY NOTES

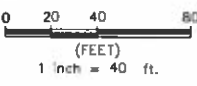
- A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS EXHIBIT ON SHEETS 1 & 2.
- BASIS OF BEARINGS: GRID NORTH, RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH ZONE, NAD83 (2011) EPOCH 2010.00. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE IN U.S. SURVEY FEET. TO CONVERT TO GRID, MULTIPLY BY THE COMBINED PROJECT SCALE FACTOR OF 0.9999991338.
- THIS SURVEY HAS BEEN PREPARED BASED UPON FIELD OBSERVATIONS PERFORMED ON JULY 28, 2023 AND INFORMATION PROVIDED BY THE CLIENT, IF ANY, AND WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND IS SUBJECT TO ANY EASEMENTS OR ENCUMBRANCES NOT VISIBLE ON THE GROUND WHICH MIGHT BE IDENTIFIED IN A CURRENT TITLE SEARCH.
- SITE CONTROL, SHOWN ON THE CONTROL MAP AND DETAILED IN THE TABLE BELOW, WAS ESTABLISHED DURING THE FIELD SURVEY ON JULY 28, 2023 AND IS RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH ZONE, NAD83 (2011) EPOCH 2010.00. ELEVATIONS SHOWN HEREON RELATIVE TO THE N.G.S. BENCHMARK PID AC8500, DETAILED BELOW.

SOURCE BENCHMARK:
 NATIONAL GEODETIC SURVEY BENCHMARK PID AC8500 DESCRIBED AS A STAINLESS STEEL ROD IN SLEEVE LOCATED 108.3 FEET NORTHEAST OF THE NORTHEAST CORNER OF THE DEPARTMENT OF TRANSPORTATION MAINTENANCE SHOP AT 1701 SOUTH PADRE DRIVE AND 20.3 FEET NORTHWEST OF A CHAIN-LINK FENCE.
 NAVD 88 ELEVATION = 35.26' HELD THIS SURVEY.

NOTE: TYPE IX LEASE TRACT IRON RODS DEPICTED HEREON AS "RS*" WILL BE SET BY WEAVER CONSULTANTS GROUP, LLC WITHIN 30 DAYS OF ISSUING THE SIGNED SURVEY.



ANDREW J. WIDOLFF RPLS NO. 6771
 WEAVER CONSULTANTS GROUP, LLC
 6420 SOUTHWEST BLVD, SUITE 206
 FORT WORTH, TX 76103 817-735-9770
 TBPLS Reg. No. 10095400



Point #	Northing	Eastng	Elevation	Description
100	17158270.85	1321496.61	34.48	1/2" ROD W/ICAP STAMPED "100"
101	17158386.80	1321721.59	34.37	1/2" ROD W/ICAP STAMPED "100"
102	17158501.00	1321487.19	31.00	1/2" ROD W/ICAP STAMPED "100"
103	17158675.43	1321445.62	35.18	1/2" ROD W/ICAP STAMPED "100"
104	17158299.30	1321748.69	38.20	SET MARK NAIL

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CH. BEG.	CH. END
C1	80°07'00"	90.00'	90.00'	78.54'	S73°28'54"W	78.71'

WEAVER CONSULTANTS GROUP, LLC
 3008 S. COLLIER STREET (TO 6007 ACRES)
 SUITE 100
 FORT WORTH, TEXAS 76103
 PHONE: 817.735.9770
 FAX: 817.735.9770
 WWW.WEAVERCONSULTANTS.COM

DATE: 8/10/2023
 SHEET 3 OF 3

