

**THIRD AMENDMENT
TO
LEASE, EASEMENT AND LANDFILL GAS RIGHTS AGREEMENT**

This Third Amendment to Lease, Easement and Landfill Gas Rights Agreement (this "Third Amendment") dated as of the ____ day of February, 2025 (the "Third Amendment Effective Date") is entered into between the CITY OF LAWTON, OKLAHOMA, a municipal corporation ("Landlord") and COMANCHE RENEWABLES, LLC, an Oklahoma limited liability company ("Tenant", and together with Landlord, collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the Landlord and Tenant entered into that certain Lease, Easement and Landfill Gas Rights Agreement dated effective as of January 11, 2022, as amended by that certain First Amendment to Lease, Easement and Landfill Gas Rights Agreement dated effective as of September 19, 2022 and that certain Second Amendment to Lease, Easement and Landfill Gas Rights Agreement dated effective as of January 15, 2024 (collectively, the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement on the terms and conditions set forth herein. The capitalized terms used but not otherwise defined, in this Third Amendment, will have the meanings set forth in the Agreement.

NOW, THEREFORE, for and in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. Net Lease. Section 4.1.4 of the Agreement is deleted in its entirety and replaced with the following:

"4.1.4. Net Lease. Except as set forth in Section 9.3.4 or elsewhere in the Agreement, Tenant shall pay all taxes directly attributable to Tenant's Project Facilities located on the Premises and all increases in the ad valorem property taxes levied against the Premises that are assessed from and after the Effective Date of the Agreement until the end of the Term thereof that are directly attributable to Tenant's Project Facilities and the expenses arising from Tenant's operation of the Business, including the leasing, operating, managing, constructing, maintaining, repairing, use and occupancy of the Tenant's Project Facilities located on the Premises, and all reasonable and necessary costs for Tenant to collect and gather the methane gas in order to generate the Products from the Recovered Landfill Gas."

2. Landlord and Tenant; Allocation of Responsibilities. Article 7 of the Agreement is hereby amended to add a new Section 7.3, which shall read as follows:

"7.3. Landlord and Tenant; Allocation of Responsibilities. In addition to those responsibilities and obligations set forth in Section 7.1 and Section 7.2 above and notwithstanding any language in the Agreement to

the contrary, Landlord and Tenant agree to undertake the general roles and be responsible for their respective obligations as set forth under such Party's name on Exhibit "E" attached hereto."

3. Landlord Covenants. Section 9.3 of the Agreement is hereby amended to add a new Section 9.3.4 which shall read as follows:

"9.3.4. Landlord shall conduct its operations at the Landfill so as to avoid damage to, or destruction of, Tenant's Project Facilities (including, without limitation, the Collection System). In the event that any act or omission of Landlord, the Landlord Persons and their employees, contractors, agents or vendors, cause any damage to, or destruction of, any part of Tenant's Project Facilities, Landlord and Tenant shall work together in good faith to determine the extent of the damage, the estimate of the cost and the actions to repair and restore Tenant's Project Facilities (the "Repair Work"). Thereafter, Tenant shall have the right, but not the obligation, to undertake the actions to complete the Repair Work, and Tenant shall notify Landlord of the final Repair Work, the actions taken and the actual costs incurred by Tenant in connection with such Repair Work (the "Repair Costs") by delivering to Landlord, a "Job Invoicing Summary" in the form of Exhibit "F" attached hereto. Without limiting any other remedy available to Tenant or the Tenant Persons under the Agreement, Tenant shall be permitted to recover such Repair Costs from insurance proceeds available or required to be maintained by Landlord, Landlord Persons and their employees, contractors, agents or vendors and/or offset the Repair Costs against any amounts due or payable to Landlord under the Agreement, including Rent; *provided, however*, in the event that offsetting such payments, including Rent, against such Repair Costs would result in payments to Landlord in any given month being less than the Minimum Rent, Tenant may allocate the remaining balance of any such Repair Costs across multiple Rent payments due to the City, such that no Rent payment is made to Landlord that is less than the Minimum Rent amount; and *provided further*, that the Parties agree that the Repair Costs which Tenant may offset against the amounts payable to Landlord hereunder will not exceed the rates for labor, material, and equipment (each, as adjusted annually) as set forth in Exhibit "F" under the headings "Labor Rates", "Material Costs" and "Equipment Costs", respectively."

4. Exhibit E. The Agreement is hereby amended to add a new Exhibit "E" and a new Exhibit "F" in the form of Exhibit "E" and Exhibit "F" both of which are attached hereto and incorporated herein by reference.

5. Binding Effect. The Parties agree that all necessary action has been taken to authorize the execution of this Third Amendment. Except as amended by this Third Amendment, the Agreement shall remain in full force and effect. The Agreement as modified by this Third Amendment contains the entire agreement between the Parties with respect to the matters detailed above and supersedes any and all oral negotiations and prior writing with respect thereto. The terms and provisions of this Third Amendment shall be binding upon and shall inure to the benefit of the heirs, successors, assigns, and personal representatives of the Parties.

6. Governing Law. This Third Amendment shall be construed in accordance with the laws of the State of Oklahoma.

7. Counterparts. This Third Amendment may be executed in any number of original counterparts. All such counterparts shall constitute one and the same agreement. Any photocopy, facsimile or other copy of this Third Amendment shall be deemed of equal effect as a signed original.

(Signatures On Following Page)

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the undersigned have caused this Third Amendment to be entered into by their duly authorized representatives as of the Third Amendment Effective Date.

CITY OF LAWTON, OKLAHOMA,
A Municipal Corporation

By: _____

Name: Stanley Booker

Title: Mayor

APPROVED as to form and legality this ____ day of February, 2025.

John R. Andrew, City Attorney

COMANCHE RENEWABLES, LLC,
an Oklahoma Limited Liability Company

By: Comanche RNG Holdings, LLC, its
Managing Member,

By: _____

Name: Ross D. Groffman

Title: Vice-President

Exhibit "E"

Landlord and Tenant – Allocation of Responsibilities

<u>Task List</u>	PHYSICAL RESPONSIBILITIES		FINANCIAL RESPONSIBILITIES	
	Landlord	Tenant	Landlord	Tenant
Gas Collection System Operation & Maintenance				
Providing vacuum to the wellfield *		X		X
Monitoring wellfield *		X		X
Extraction Wells – installation, operation, maintenance, and monitoring		X		X
Horizontal collectors – installation, operation, maintenance, and monitoring		X		X
LFG Piping – installation, operation, maintenance, and monitoring		X		X
LFG Valves – installation, operation, maintenance, and monitoring		X		X
Condensate Sump/Pumps – installation, operation, maintenance, and monitoring		X		X
Condensate management currently routed to the facility's leachate collection system	X		X	
Well Pumps – installation, operation, maintenance, and monitoring		X		X
Airline piping – installation, operation, maintenance, and monitoring		X		X
Condensate force main piping – installation, operation, maintenance, and monitoring		X		X
Electrical conduit – installation, operation, maintenance, and monitoring – Leachate System	X		X	
Electrical conduit – installation, operation, maintenance, and monitoring – Utility Flare		X		X
Maintenance of monitoring instruments		X		X

<u>Task List</u>	PHYSICAL RESPONSIBILITIES		FINANCIAL RESPONSIBILITIES	
	Landlord	Tenant	Landlord	Tenant
Soil vapor extraction system – providing vacuum to the extraction wells and managing collected gas		X		X
Soil vapor extraction system – repair and replacement of damaged or aged infrastructure.	X		X	
Perimeter LFG Probes				
Quarterly LFG probe Monitoring	X		X	
Maintain Records of probe readings	X		X	
Submittal of Probe Reports to the Regulatory Authority	X		X	
Maintenance/repair of probes (to be determined based on need)	X		X	
Remediation of Gas Migration – Increase Vacuum on In-waste probes in Vicinity & install additional gas well in-waste in vicinity of migration		X		X
Remediation of Gas Migration – Additional Corrections beyond the footprint of the Landfill	X		X	
Regulatory Issues				
Surface emission monitoring (SEM) (includes re-monitoring 10 Day, +10 Day rechecks, +30 Day recheck) *	X		X	
SEM – Same Day Initial Exceedance Remediation (Add Soil)	X		X	
SEM – Same Day Initial Exceedance Remediation (Adjustments to Vacuum of Adjacent Wells in Vicinity of Exceedance)		X		X
SEM – 3rd Exceedance per Quarter Remediation - (New Well or Other Collection Device within 120 Days of initial exceedance); OR Alt. Remedy (upgrading Blower, Header Pipe or Control Device; Or Timeline Extension	Responsibility based on the nature of exceedance. Parties must agree to corrective action prior to the responsible party		Responsibility based on the Party who caused the exceedance.	

Exhibit "E"

<u>Task List</u>	PHYSICAL RESPONSIBILITIES		FINANCIAL RESPONSIBILITIES	
	Landlord	Tenant	Landlord	Tenant
Request) if submitted for approval. Must Copy City & City's Engineer on all Correspondence.	commencing work on-site.			
Wellhead monitoring (includes re-monitoring/rechecks) *		X		X
GCCS Downtime recordkeeping/reporting and share with Landlord		X		X
Maintain records of wells and share with Landlord		X		X
General landfill cover installation and maintenance	X		X	
Emission Fees (Utility Flare) ¹	N/A	N/A		X
Emission Fees (Landfill) ¹	N/A	N/A	X	
Emission Fees (RNG plant) ¹	N/A	N/A		X
Recordkeeping and share with Landlord (Utility Flare System data)		X		X
Recordkeeping and share with Landlord (RNG plant data)		X		X
Compliance Investigation (Pertaining to GCCS Operation, forcemain, airlines, condensate leaks)		X		X
Groundwater remediation due to LFG impacts – coordination with Regulatory Authority	X		X	
Groundwater remediation due to LFG impacts (Beyond the limits of the Landfill)	X		X	
Groundwater remediation due to LFG impacts (Adjusting wellfield to control LFG Migration)		X		X
Probe remediation due to LFG migration– coordination with Regulatory Authority	X		X	

¹ A single invoice will be received by Landlord for all Emission Fees. Landlord will generate an invoice to Tenant for emission fees allocated to the Utility Flare and RNG Plant.

<u>Task List</u>	PHYSICAL RESPONSIBILITIES		FINANCIAL RESPONSIBILITIES	
	Landlord	Tenant	Landlord	Tenant
Probe remediation due to LFG migration (Beyond Limits of the Landfill)	X		X	
Probe remediation due to LFG migration (Adjusting wellfield to control LFG Migration)		X		X
Odor remediation related to LFG – coordination with Regulatory Authority (Beyond Landfill Limits & Landfill Cover Remediation)	X		X	
Odor remediation due to LFG migration - (Adjusting wellfield to control LFG Migration)-		X		X
Subsurface combustion related to LFG system – coordination with Regulatory Authority – LF Remediation	X		X	
Subsurface combustion related to LFG system – GCCS Remediation & Coordination with Landlord		X		X
Surface combustion related to LFG system – coordination with Regulatory Authority – LF Remediation	To be addressed jointly at time of incident identification following standard operations plan on record for both landlord and tenant.			
Surface combustion related to LFG system – GCCS Remediation & Coordination with Landlord	To be addressed jointly at time of incident identification following standard operations plan on record for both landlord and tenant.			
Monthly GHG methane readings (Utility Flare)		X		X
Monthly GHG methane readings (RNG plant)		X		X
Reporting				
Semi-annual NSPS Report to Regulatory Authorities & All applicable Regulatory Authorities and Federal Requirements ²	X	X	X	
Semi-annual Title V Report to Regulatory Authority ²	X	X	X	

² Landlord has responsibility for reporting. Tenant has responsibility for providing Landlord with data within Tenants control for purposes of Landlord's reporting.

<u>Task List</u>	PHYSICAL RESPONSIBILITIES		FINANCIAL RESPONSIBILITIES	
	Landlord	Tenant	Landlord	Tenant
Semi-Annual GCCS Downtime report to Regulatory Authority ²	X	X	X	
Emission Inventory report to Regulatory Authority ²	X	X	X	
Annual GHG Reporting to EPA ²	X	X	X	
Permitting - Future Expansion of Utility Flare for Higher Capacity ²	X	X		X
Wellfield monitoring upload to SCS eTools (upload data the day it was collected)		X		X
SCS eTools annual subscription for GCCS components		X		X
Utility Flare and Blower System				
Blower and utility flare system maintenance		X		X
Blower and utility flare system operation		X		X
General record keeping maintained on site and share with Landlord (Includes Blower and utility flare downtime)		X		X
Propane or other Source Gas		X		X
Calibration gas (if needed)		X		X
Calibrating utility flare flow meter		X		X
Spare parts for inventory (utility flare system)		X		X
Air Compressor		X		X
Nitrogen bottle		X		X
Blower and utility flare system repairs		X		X
Utility flare visible emission observations		X		X
Facility - Grounds Maintenance				
General facility Mowing	X		X	
Landfill cover mowing	X		X	

Exhibit "E"

<u>Task List</u>	PHYSICAL RESPONSIBILITIES		FINANCIAL RESPONSIBILITIES	
	Landlord	Tenant	Landlord	Tenant
General landfill cover maintenance	X		X	
Weed whipping for access (wells, probes, valves)	X		X	
Landfill gas perimeter probe bollard repairs	X		X	
Road maintenance/snow removal of landfill roads	X		X	
Repair of landfill cover and assets disturbed during GCCS Operations or construction activities (^Operator to request when repairs need to be completed by Owner not resulting from Operator Activities)	^	X		X
Special Conditions (Gas Well >131° F)**				
Monitor H2S		X		X
Reduce vacuum at well and in the vicinity		X		X
Monitor Liquid Level		X		X
Repair soil cover	X		X	
Replace damaged gas wells and piping		X		X
Create GCCS Response Plan		X		X
Create Landfill Response Plan	X		X	
Gas Collection System Repairs				
Piping repairs due to damage caused by Operator		X		X
Piping repairs due to landfill equipment or personnel (not including cover material)		X	X	
Piping repairs not caused by landfill equipment or personnel (not including cover material)		X		X
Cover repairs due to landfill equipment or personnel	X		X	

Exhibit "E"

<u>Task List</u>	PHYSICAL RESPONSIBILITIES		FINANCIAL RESPONSIBILITIES	
	Landlord	Tenant	Landlord	Tenant
Cover Repairs not due to landfill equipment or personnel (erosion, etc.)	X		X	
Subsurface well repairs		X		X
Condensate sump repairs		X		X
GCCS expansions in the landfill – Voluntary and per regulatory requirements (construction, engineering, permitting) *		X		X
GCCS expansions construction quality assurance (CQA) – Operator must provide Landlord with a notice of construction schedule and continuous construction (weather depending) to Landlord at least 60 days prior to commencing construction, unless otherwise agreed to by the Parties.	X		X	
GCCS expansions shall be designed, reviewed, and approved by Landlord's selected/approved Engineer.	X	X		X
Condensate Disposal				
Condensate disposal (field sumps, blower and utility flare system) – managing piping system that gets condensate to landfill tank or pond		X		X
Condensate and Leachate disposal (RNG Plant facility equipment)	X		X	
Meters				
Sales Flow Meter (Install, Maintain, Operate, Record Keeping)		X		X
Calibrating Sales Flow Meter (Record Keeping)		X		X
Methane/BTU Analyzer (Install, Maintain, Operate, Record keeping)		X		X
Calibrating Methane/BTU Analyzer (Record Keeping)		X		X

<u>Task List</u>	PHYSICAL RESPONSIBILITIES		FINANCIAL RESPONSIBILITIES	
	Landlord	Tenant	Landlord	Tenant
Utility flare Data Recorder (Flow and Methane/BTU) (Install, Maintain, Operate, Record keeping)		X		X
RNG Plant Data Recorder (Flow and Methane/BTU) (Install, Maintain, Operate, Record keeping)		X		X
Pitot Tube (Install, Maintain, Record keeping)		X		X
Monitoring Port (Install, Maintain, Record keeping)		X		X

* Compliance shall be achieved for all current applicable Federal and Regulatory Authority regulation(s).

** Monitoring will be per Response Plans and will be adjusted as conditions dictate. The Landlord and Tenant will work together to coordinate safety and additional responsibility as they arise.

Exhibit "F"

Repair Costs & Job Invoicing Summary

Description of Repair Work

Job Invoicing Summary		City of Lawton (Commanche)
Billing Data Summary <i>(To be Supplied to Customer with Invoice)</i>		
Customer:	City of Lawton (Commanche)	
Date of Customer Authorization:	-	
Estimated Completion Date:		
Job Number/Name:	Well No. Repair	
Description		
5/1/24		

Invoice Worksheet

Job Invoicing Summary		City of Lawton (Commanche)
Customer:	City of Lawton (Commanche)	
Date of Customer Authorization:	-	
Estimated Completion Date:	1/0/00	
Job Number/Name:	Well No. Repair	
Item / Category	Amount	Notes / Supplemental Information for Invoicing
Direct Labor Charges:	\$ -	NA
Direct Material Charges:	\$ -	NA
Direct Equipment Charges:	\$ -	NA
Third Party Charges & Reimbursables:	\$ -	NA
Lost Sales:		NA
Total of All Costs for this Billing	\$ -	

Labor Rates

Job Invoicing Summary							City of Lawton (Commanche)				
<div>Billing Data Summary</div> <div>(To be Supplied to Customer with Invoice)</div> <div>Customer: City of Lawton (Commanche)</div> <div>Date of Customer Authorization: -</div> <div>Estimated Completion Date: 1/0/00</div> <div>Job Number/Name: Well No. Repair</div>											
Direct Labor Charges											
Employee Position	Type Hours	Mon 1/6/25	Tue 1/7/25	Wed 1/8/25	Thur 1/9/25	Fri 1/10/25	Sat 1/11/25	Sun 1/12/25	Total Hours	Hourly Rate	Total Charges
Wellfield Technician 2	ST	-	-	-	-	-	-	-	-	\$ 95.00	\$ -
	OT	-	-	-	-	-	-	-	-	\$ 142.50	\$ -
Wellfield Technician 2	ST	-	-	-	-	-	-	-	-	\$ 95.00	\$ -
	OT	-	-	-	-	-	-	-	-	\$ 142.50	\$ -
Wellfield Technician 1	ST	-	-	-	-	-	-	-	-	\$ 95.00	\$ -
	OT	-	-	-	-	-	-	-	-	\$ 142.50	\$ -
Wellfield Technician 1	ST	-	-	-	-	-	-	-	-	\$ 95.00	\$ -
	OT	-	-	-	-	-	-	-	-	\$ 142.50	\$ -
Wellfield Technician 1	ST	-	-	-	-	-	-	-	-	\$ 95.00	\$ -
	OT	-	-	-	-	-	-	-	-	\$ 142.50	\$ -
Wellfield Supervisor	ST	-	-	-	-	-	-	-	-	\$ 120.00	\$ -
	OT	-	-	-	-	-	-	-	-	\$ 180.00	\$ -
Wellfield Supervisor	ST	-	-	-	-	-	-	-	-	\$ 120.00	\$ -
	OT	-	-	-	-	-	-	-	-	\$ 180.00	\$ -
Total Direct Labor Charge											\$ -

Material Costs

Job Invoicing Summary							City of Lawton (Commanche)				
Billing Data Summary											
(To be Supplied to Customer with Invoice)											
Customer:		City of Lawton (Commanche)									
Date of Customer Authorization:		-									
Estimated Completion Date:		1/0/00									
Job Number/Name:		Well No. Repair									
Direct Material Charges											
Material Description	Unit	Mon 1/6/25	Tue 1/7/25	Wed 1/8/25	Thur 1/9/25	Fri 1/10/25	Sat 1/11/25	Sun 1/12/25	Total Units	Unit Cost	Total Charges
4" HDPE Pipe DR 9	Feet	-	-	-	-	-	-	-	-	\$ 9.00	\$ -
4" HDPE Pipe DR 17	Feet	-	-	-	-	-	-	-	-	\$ 10.00	\$ -
6" HDPE Pipe DR 11	Feet	-	-	-		-	-	-	-	\$ 12.00	\$ -
6" HDPE Pipe DR 17	Feet	-	-	-	-	-	-	-	-	\$ 14.00	\$ -
8" HDPE Pipe DR 11	Feet	-	-	-		-	-	-	-	\$ 16.00	\$ -
8" HDPE Pipe DR 17	Feet	-	-	-	-	-	-	-	-	\$ 17.00	\$ -
10" HDPE Pipe DR 11	Feet	-	-	-	-	-	-	-	-	\$ 20.00	\$ -
12" HDPE Pipe DR 17	Feet	-	-	-	-	-	-	-	-	\$ 23.00	\$ -
6" Tee DR 17	Each	-	-	-	-	-	-	-	-	\$ 80.00	\$ -
6" 90 Deg Elbow DR 17	Each	-	-	-	-	-	-	-	-	\$ 62.00	\$ -
6" x 4" Reducer DR 17	Each	-	-	-	-	-	-	-	-	\$ 45.00	\$ -
10" PVC Cap SCH80	Each	-	-	-	-	-	-	-	-	\$ 110.00	\$ -
PVC Coupling SCH80	Each	-	-	-	-	-	-	-	-	\$ 34.00	\$ -
PVC Pipe SCH80	Feet	-	-	-	-	-	-	-	-	\$ 20.00	\$ -
2" QED Wellhead	Each	-	-	-	-	-		-	-	\$ 1,500.00	\$ -
3" QED Wellhead	Each	-	-	-	-	-	-	-	-	\$ 2,000.00	\$ -
		-	-	-	-	-	-	-	-		\$ -
		-	-	-	-	-	-	-	-		\$ -
Total Direct Material Charge											\$ -

Exhibit "F"

Equipment Costs

Job Invoicing Summary						City of Lawton (Commanche)					
<div>Billing Data Summary</div> <div>(To be Supplied to Customer with Invoice)</div>											
Customer:		City of Lawton (Commanche)									
Date of Customer Authorization:		-									
Estimated Completion Date:		1/0/00									
Job Number/Name:		Well No. Repair									
Direct Equipment Charges											
Equipment Description		Mon 1/6/25	Tue 1/7/25	Wed 1/8/25	Thur 1/9/25	Fri 1/10/25	Sat 1/11/25	Sun 1/12/25	Total Hours	Hourly Rate	Total Charges
Tool Truck	Hours	-	-	-		-	-	-	-	\$ 60.00	\$ -
Backhoe	Hours	-	-	-	-	-	-	-	-	\$ 185.00	\$ -
4" Fusion Machine	Hours	-	-	-	-	-	-	-	-	\$ 65.00	\$ -
2"-6" Fusion Machine	Hours	-	-	-		-	-	-	-	\$ 75.00	\$ -
2"-8" Fusion Machine	Hours	-	-	-		-	-	-	-	\$ 100.00	\$ -
6"-18" Fusion Machine	Hours	-	-	-	-	-	-	-	-	\$ 135.00	\$ -
8000 kw Generator	Hours	-	-	-		-	-	-	-	\$ 110.00	\$ -
Friatec Fusion Machine	Hours	-	-	-	-	-	-	-	-	\$ 135.00	\$ -
Terex Dump Truck	Hours	-	-	-	-	-	-	-	-	\$ 500.00	\$ -
Excavator	Hours	-	-	-		-	-	-	-	\$ 250.00	\$ -
Dozer	Hours	-	-	-	-	-	-	-	-	\$ 200.00	\$ -
	Hours	-	-	-	-	-	-	-	-		\$ -
	Hours	-	-	-	-	-	-	-	-	\$ -	\$ -
Total Direct Equipment Charge											\$ -

Third Party Charges

[illegible]

The Parties agree that the amounts set forth under the headings titled "Labor Rates", "Material Costs" and "Equipment Costs" shall be for calendar year 2025 only. Thereafter, on the first day of each calendar year, such amounts shall automatically be adjusted by an amount equal to the percentage increase, if any, in the CPI-U from the first day to the last day of the preceding calendar year. For purposes of the Agreement, "CPI-U" means the Consumer Price Index for All Urban Consumers, not seasonally adjusted, (all items), published by the United States Department of Labor, Bureau of Labor Statistics, U.S. Cities Average, or, in the event said index ceases to be published, by any successor index recommended as a substitute therefor by the United States Government or a comparable, nonpartisan substitute as is then generally used by comparable industries for purposes of adjustments similar to adjustments required in this Agreement.