

LANDLORD'S RELEASE AND WAIVER AGREEMENT

THIS LANDLORD'S RELEASE AND WAIVER AGREEMENT (this "**Agreement**") is made effective as of [Date], by **BALDWIN COUNTY COMMISSION**, a political subdivision of the State of Alabama (the "**Landlord**"), in favor of **WEST TOWN BANK & TRUST**, an Illinois chartered bank (the "**Lender**"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Lease (as defined below).

BACKGROUND

A. Landlord is the owner of certain premises located at 151450 County Road 49, Summerdale, Alabama 36580 (the "**Leased Premises**"), which Leased Premises will be leased by Landlord to AEP Magnolia RNG, LLC, a Georgia limited liability company ("**Tenant**"), upon the occurrence of certain contingencies and pursuant to that certain Ground Lease, dated as of February 2, 2021, by and between Landlord and AEP Renewable Fuels, LLC, a Georgia limited liability company ("**Original Tenant**"), as amended and assigned to Tenant by Original Tenant pursuant to that certain Assignment, Assumption and Amendment of Ground Lease, dated as of August 3, 2021, and as evidenced by that certain [Memorandum of Lease], dated as of [Date] and recorded in the office of the [County Office] on as of [Date] (as it may be further amended, restated, supplemented or otherwise modified and in effect from time to time, collectively, the "**Lease**").

B. Lender and Tenant have entered into that certain Loan Agreement, dated as of August 30, 2021, and that certain Loan Agreement, dated as of August 30, 2021 (individually or collectively as the context may require, the "**Loan Agreement**"), in connection with which Lender has or will have a security interest in the Personal Property (as defined below).

C. Landlord has executed this Agreement upon the request of Lender and Tenant.

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, Landlord hereby agrees as follows:

1. Until such time as all Obligations (as defined in the Loan Agreement) have been paid and performed in full, Landlord hereby waives, releases and relinquishes to Lender all right, title, interest, claim and lien which Landlord has or may in the future have, under any and all applicable laws, including statutory rights, in, to or against any assets and other personal property of Tenant, including without limitation, raw landfill gas blower, LFG chiller, NMOC removal system, H₂S removal system, feed gas compressor, pressure swing absorption system, product gas compressor, after cooler, total methane recovery unit, PSA passive guard beds, glycol dehydration unit, low pressure heat exchanger, second state dehydration exchangers, reheat exchanger, recycle compressor, LFG compressors, vacuum pumps, PSA vessels, equipment, machinery, trade fixtures, tenant improvements, furniture, fixtures, and books and records, whether now owned or hereafter acquired by Tenant or any other party other than Landlord, and located at any time on the Leased Premises (collectively, the "**Personal Property**"). Personal Property shall not include the below ground portions of the Processing Station (as that term is defined in the Lease), including foundations, if any. The Personal Property shall not be subject to levy, sale on distress or distraint for rent or any claim, lien or demand of any kind by Landlord until such Obligations have been paid and performed in full. Provided, however, that pursuant to Section 7.A.(iii) of that certain

Landfill Gas Rights Agreement dated as of February 2, 2021 by and between Landlord and Tenant, this Agreement only waives Landlord's rights pertaining Obligations incurred for the initial construction of the Processing Station and the purchase of the initial equipment related thereto.

2. Landlord authorizes Lender, its attorneys, agents and employees to enter on the Leased Premises and to take possession of, remove or dispose of the Personal Property at any time.

3. Notwithstanding any term of the Lease or any amendments, modifications, extensions or renewals thereof, or any contrary intent that may be expressed by Tenant, or that may otherwise be implied by law, and regardless of the manner of affixation, the Personal Property is not and shall not be deemed a fixture or part of the real estate, but shall at all times be considered personal property. To the extent a court of competent jurisdiction determines that the Personal Property is a fixture, Lender shall have a first priority security interest in such fixture pursuant to the fixture filing in the Leasehold Mortgage (as defined below).

4. If an Event of Default (as defined in the Loan Agreement) occurs and is continuing, Tenant vacates the Leased Premises, voluntarily or involuntarily, the Lease is terminated, or Lender repossesses the Personal Property, Landlord agrees that Lender has the right to (i) pursuant to the terms of the Leasehold Mortgage, take possession of and succeed to all of Tenant's right, title and interest under the Lease, including the right to operate the Facility located on the Leased Premises in accordance with the terms of the Lease, and/or (ii) prepare the Personal Property for sale and/or conduct a sale or liquidation of such Personal Property on the Leased Premises and/or store the Personal Property on the Leased Premises for a reasonable period in connection therewith. Lender shall not be liable for rental storage charges under the Lease or otherwise; provided, that Lender agrees to pay the regular, non-accelerated rental payments due under the Lease (not including any past-due, additional or bonus rental) prorated for the number of days Lender keeps the Personal Property on the Leased Premises. Nothing herein or elsewhere shall be deemed to prevent or limit Lender, at its option, from abandoning any part of the Personal Property.

5. Landlord represents and warrants to Lender that:

5.1 Landlord is the sole owner of fee simple, marketable title to the Leased Premises.

5.2 Except for the Lease, Landlord has not assigned, conveyed, transferred, leased, encumbered or mortgaged its interest in the Lease or the Leased Premises and there are no encumbrances on Landlord's interest in any of the foregoing, including without limitation, any written or oral agricultural or hunting rights granted to third parties.

5.3 Landlord has not caused any construction, repairs, alterations, or improvements to be made to the Leased Premises nor has Landlord ordered any materials for the Leased Premises within the past 120 days.

5.4 A true and correct copy of the Lease with all amendments and modifications is attached hereto as Exhibit A.

5.5 The Lease represents the entire agreement between Landlord and Tenant and there are no terms, conditions or agreements between Landlord and Tenant regarding Landlord's or Tenant's rights in the Leased Premises other than as stated in the Lease.

5.6 All rent and other payments, if any, due under the Lease have been paid by Tenant through the date hereof.

5.7 The Initial Term of the Lease commenced on February 2, 2021, (the “Effective Date”) and runs until February 2, 2036.

5.8 Landlord has not received notification of any other entity (other than Lender) claiming a security interest in the Personal Property.

5.9 Landlord confirms that there are no other leases including no oil and gas leases, timber deeds, crop leases or any other agreements, whether oral or written in effect with respect to the Leased Premises.

5.10 There is not pending any action, lawsuit, proceeding, inquiry or investigation against or affecting Landlord or the Leased Premises which would have any effect on Tenant’s tenancy or the Lease.

5.11 Landlord has not received written notice that it is in violation of any governmental law or regulation applicable to its interest in the Leased Premises and its operation thereon, including, without limitation, any environmental laws and has no reason to believe that there are grounds for any claim of any such violation.

5.12 No actions, whether voluntary or involuntary, are pending or threatened against, or contemplated by, Landlord under any bankruptcy, insolvency, eminent domain, or similar laws of the United States or any state thereof.

5.13 Landlord understands and agrees that Lender is relying on the agreements, representations and warranties contained in this Agreement in extending, continuing or maintaining certain credit facilities to Tenant and its affiliates or in entering into certain contracts, documents and agreements with Tenant and its affiliates.

5.14 Landlord agrees that no future amendment of the Lease pertaining to Personal Property shall be effective without the prior written consent of Lender.

5.15 Landlord (and any person claiming by, through or under Landlord and any heir, executor, administrator, successor to or assign of Landlord) is not (and shall under no circumstances be deemed to be) a party to or third-party beneficiary of the arrangements between Lender and Tenant evidenced hereby or entitled to enforce or rely upon such arrangements.

5.16 The Landlord has entered into the Lease with Tenant. The Landlord acknowledges that the Tenant has granted or will grant to Lender a [Leasehold Mortgage, Security Agreement and Fixture Filing with Assignment of Rents and Leases] with respect to each Loan Agreement (individually or collectively as the context may require, “**Leasehold Mortgage**”) as security for the Obligations (as defined in the Loan Agreement).

5.17 The Landlord hereby consents to such Leasehold Mortgage and confirms that such Leasehold Mortgage is permissible under the Lease. To the extent that notice of this Leasehold

Mortgage is required pursuant the Lease, the Landlord acknowledges that this Agreement constitutes such notice.

5.18 The Landlord certifies to the Lender that the Lease will be in full force and effect upon the occurrence of certain contingencies, is the valid and binding obligation of the Landlord, and that no default currently exists under the Lease.

5.19 Landlord will notify the Lender at such time as Tenant breaches or defaults under the Lease or vacates the Leased Premises, and agrees to give the Lender written notice at least thirty (30) days prior to acceleration of sums due under the Lease or termination of the Lease in order to allow the Lender to cure such default, provided, that the Lender has no obligation to cure any such default. Landlord's failure to deliver such notice shall not result in any liability of Landlord to the Lender or the Tenant, but Landlord may not accelerate the sums due under the Lease or terminate the Lease without first having delivered such notice and afforded the Lender an opportunity to cure the default. Such notices must be in writing and will be effective upon receipt and may be sent to a party's address set forth below or to such other address as any party may give to the other for such purpose in accordance with this Agreement:

To the Lender:	West Town Bank & Trust Attn: Riddick Skinner, EVP 8450 Falls of Neuse Road, Suite 202 Raleigh, NC 27615
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5.20 The Landlord agrees that it shall look solely to the Tenant for the prompt payment and performance of any covenants and provisions of the Lease (including without limitation all rent payable under the Lease) to be paid or performed by the Tenant, and that the Landlord shall accept performance from the Lender to the extent the Lender chooses to render performance of the Lease under the terms of this Agreement.

5.21 The Landlord agrees that any lien or encumbrance arising from any act or omission of the Landlord shall accrue only against the fee simple estate owned by the Landlord and not against any improvement erected by the Tenant and shall, in all cases, be subject and expressly subordinate to the Lease.

5.22 The Landlord agrees that any action taken by the Lender to exercise its remedies under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) shall not constitute a default or event of default under the Lease, and the Lease shall continue in full force and effect following the exercise of such remedies. Any assignment of the membership interests in the Tenant shall constitute a permitted assignment under the Lease and the Lease shall continue in full force and effect following such assignment, without the requirement of any further documentation regarding such assignment between the Landlord and the Tenant.

5.23 To Landlord's knowledge, Tenant has not sublet any portion of the Leased Premises.

5.24 No sums are currently owed to Landlord by Tenant under the Lease.

6. This instrument shall be binding upon Landlord and its successors and assigns and shall inure to the benefit of Lender and its successors and assigns.

7. Any notice that may be given by Landlord hereunder shall be in writing and made to Lender, by hand delivery, overnight delivery via nationally recognized overnight delivery service, or registered or certified United States mail with return receipt and shall be deemed to have been given or made when delivered, or, if sent via United States mail, when receipt signed by the receiver, postage prepaid, addressed to the party at its address specified below (or at any other address that the party may hereafter specify to the other parties in writing):

West Town Bank & Trust
Attn: Riddick Skinner, EVP
8450 Falls of Neuse Road, Suite 202
Raleigh, NC 27615

8. This Agreement shall terminate upon the indefeasible payment in full of the Obligations (as defined in the Loan Agreement, excluding contingent indemnification and reimbursement obligations that, by their express terms, survive the repayment of the loans, interest, fees and other amounts owed under the Loan Agreement).

[SIGNATURE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord has executed this Agreement effective the day and year first above written.

LANDLORD:

BALDWIN COUNTY COMMISSION, a
political subdivision of the State of
Alabama

By: _____

Name: _____

Title: _____

EXHIBIT A

Copy of Lease

See attached.