

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Brodnan & Budd, LLC
999 Peachtree Street, NE, Suite 1105
Atlanta, Georgia 30309
Attn: Matthew P. Brodnan, Esq.

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this “**Memorandum**”) is made as of [Date] (the “**Effective Date**”) by and between Baldwin County Commission, a political subdivision of the State of Alabama (“**Lessor**”) and AEP Magnolia RNG, LLC, a Georgia limited liability company (“**Lessee**”). Such parties are collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. Lessor and AEP Renewable Fuels, LLC, a Georgia limited company (“**Original Lessee**”), entered into that certain Ground Lease dated as of February 2, 2021, as amended and assigned to Lessee by Original Lessee pursuant to that certain Assignment, Assumption and Amendment of Ground Lease, dated as of August 3, 2021 and collectively referred to in this Memorandum as the “**Lease**”. The Lease pertains to certain premises in the City of Summerdale, County of Baldwin, State of Alabama and depicted on Exhibit B attached hereto (the “**Leased Premises**”). The Leased Premises are a portion of the land legally described on Exhibit A attached hereto.

B. Lessor and Lessee desire to put third parties on notice of some of the terms and provisions of the Lease.

NOW THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. INCORPORATION OF TERMS.** All of the terms and provisions of the Lease are incorporated in this Memorandum by this reference with the same force and effect as of set forth in full in this Memorandum. Capitalized terms used in this Memorandum without definition will have the same meanings as set forth in the Lease. In the event of any inconsistency between the terms of this Memorandum and the Lease, the terms of the Lease will prevail as between Lessor and Lessee.
- 2. LEASE OF PREMISES.** By this Memorandum and by the Lease, as of the Effective Date, Lessor hereby leases the Leased Premises to Lessee and Lessee leases the Leased Premises from Lessor.
- 3. LEASE TERMS.** Among other things, the Lease provides the following:

- 3.1. Term.** The Lease provides that the original term of the Lease will be approximately fifteen (15) years, and that the Lease will, thereafter, automatically renew on a year-to-year basis unless Lessor or Lessee provides the other with written notice of termination of the Lease prior to the expiration of any renewal term; provided, however, that the Lease is coterminous with that certain Landfill Gas Rights Agreement dated as of February 2, 2021, by and between Lessor and Lessee, and shall be terminated or extended automatically in accordance with the termination or extension of the term of such Landfill Gas Right Agreement.
- 3.2. Use.** Lessee is granted the right to use and occupy the Leased Premises for installing and operating a landfill natural gas processing facility and producing, storing and loading transportation fuels from landfill gas for sale to others.
- 3.3. Other Terms.** The Lease contains other terms, as more fully set forth therein. In the event of a conflict between the terms of the Lease and the terms of this Memorandum of Lease, the terms of the Lease shall control
- 4. GENERAL.** This Memorandum and the Lease shall be binding upon and inure to the benefit of the Parties and their respective transferees, successors and assigns. This Memorandum may be executed in counterparts, each of which, when taken together, will constitute one and the same instrument. All Exhibits attached to this Memorandum are incorporated herein by this reference.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES BEGIN ON THE FOLLOING PAGE]**

[Signature Page for Memorandum of Lease]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum as of the day and year first above written.

LESSEE:

AEP Magnolia RNG, LLC, a Georgia limited liability company

By: _____
Name:
Title:

LESSOR:

Baldwin County Commission, a political subdivision of the State of Alabama

By: _____
Name:
Title:

ALL SIGNATURES TO BE NOTARIZED

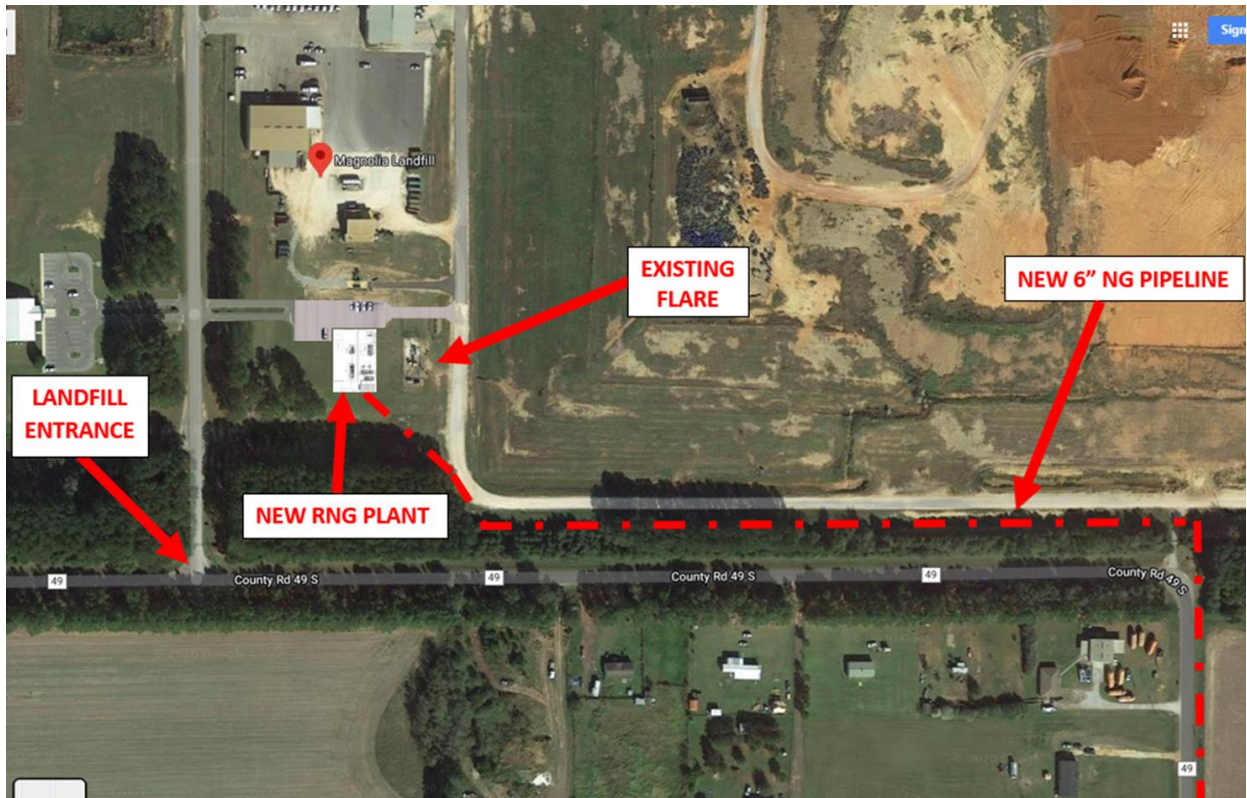
EXHIBITS

Exhibit A - Legal Description
Exhibit B - Site Plan

EXHIBIT A
DESCRIPTION OF THE LEASE PREMISES

COMMENCE AT A RAILROAD SPIKE AT THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 3 EAST AND RUN THENCE SOUTH 89 DEGREES 48 MINUTES 49 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 1784.44 FEET; THENCE RUN NORTH 00 DEGREES 22 MINUTES 30 SECONDS WEST, A DISTANCE OF 325.00 FEET; THENCE RUN NORTH 89 DEGREES 48 MINUTES 49 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A CAPPED REBAR (SE CIVIL) FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 48 MINUTES 49 SECONDS EAST, A DISTANCE OF 275.00 FEET TO A CAPPED REBAR (SE CIVIL); THENCE RUN NORTH 00 DEGREES 22 MINUTES 30 SECONDS WEST, A DISTANCE OF 185.00 FEET TO A CAPPED REBAR (SE CIVIL); THENCE RUN NORTH 88 DEGREES 06 MINUTES 15 SECONDS WEST, A DISTANCE OF 275.22 FEET TO A CAPPED REBAR (SE CIVIL); THENCE RUN SOUTH 00 DEGREES 22 MINUTES 30 SECONDS EAST, A DISTANCE OF 195.00 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 1.20 ACRES, MORE OR LESS.

EXHIBIT B
SITE PLAN



ACKNOWLEDGMENT OF LESSOR

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2021, before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT OF LESSEE

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2021, before me, _____, Notary Public, personally appeared _____ and _____ who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

<p>A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.</p>
