

SECOND AMENDMENT OF GROUND LEASE

THIS SECOND AMENDMENT OF GROUND LEASE (this “Agreement”) is made as of August _____, 2021 (the “Effective Date”), by and among AEP MAGNOLIA RNG, LLC, a Georgia limited liability company (“Lessee”) and the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama (the “Lessor”). The Assignor, Assignee, and Lessor are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

Statement of Background

A. Lessor and Lessee’s predecessor in interest, AEP Renewable Fuels, LLC, have previously entered into that certain Ground Lease dated as of February 2, 2021 (as assigned and amended through the date hereof, including, without limitation, by that certain Assignment, Assumption and Amendment of Ground Lease dated August 3, 2021 (the “Assignment”), collectively, the “Lease”) for a certain one (1) acre parcel of land (the “Leased Premises”) located at the Magnolia Sanitary Landfill, 15140 County Road 49, Town of Summerdale, Baldwin County, Alabama (the “Real Estate”).

B. The Parties now desire to ratify the prior assignment of the Lease to Assignee and provide for the further amendment of the Lease, all as hereinafter provided.

C. Capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

Statement of Agreement

NOW, THEREFORE, in consideration of the premises, the representations, warranties and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Ratification of Assignment and Assumption.** Each of Lessor and Lessee hereby ratify the assignment of the Lease to Lessee pursuant to the Assignment and confirm that Lessee is the “Lessee” thereunder.

2. **Amendment.** Notwithstanding any term to the contrary in that letter agreement and between the Predecessor and Lessor dated December 18, 2020 (the “Letter Modification”) or the Assignment, Lessee shall have until January 5, 2022, to execute the written agreements referenced in the Letter Modification, and the Lease shall only be null and void if Lessee or its affiliate, AEP Magnolia Pipeline, LLC, fails to execute such written agreements by such date. As set forth in the Assignment, the Initial Term of the Lease shall commence on the date such written agreements (or the last of the same) have been executed, and Lessee shall promptly provide Lessor with written confirmation of the same.

3. **Jurisdiction; Governing Law.** This Agreement and the Lease, as amended hereby, shall be governed by and construed in accordance with the laws of the State of Alabama, without application of any conflict of laws rules or analysis.

4. **Entire Agreement; No Modification.** This Agreement together with the Lease sets forth the entire agreement between the parties with respect to the subject matter hereof, superseding all prior agreements and understandings, written or oral. This Agreement may not be amended, modified, supplemented or terminated except by a writing signed by Lessor, Assignor and Assignee.

5. **Captions.** The captions and headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

6. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns, subject however to all limitations and restrictions on assignment contained in the Amended and Restated Lease.

7. **Counterpart Execution.** This Agreement may be executed in one or more counterparts, all of which taken together, shall constitute one original Agreement. This Agreement may be executed by 'pdf' or facsimile.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment 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:

ACKNOWLEDGMENT OF LESSOR

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____, of the BALDWIN COUNTY COMMISSION, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Commission.

Given under my hand and seal this _____ day of _____, 2021.

Notary Public, Baldwin County, Alabama
My Commission Expires: _____

<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>

ACKNOWLEDGMENT OF LESSEE

STATE OF GEORGIA)
COUNTY OF _____)

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____ of AEP MAGNOLIA RNG, LLC, who signed to the foregoing instrument and who is known to me, affirmed before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal this _____ day of _____, 2021.

Notary Public, _____ County, Georgia
My Commission Expires: _____

<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>
