

## **SECOND AMENDMENT OF LANDFILL GAS RIGHTS AGREEMENT**

**THIS SECOND AMENDMENT OF LANDFILL GAS RIGHTS AGREEMENT** (this “Agreement”) is made as of August \_\_\_\_\_, 2021 (the “Effective Date”), by and among AEP MAGNOLIA RNG, LLC, a Georgia limited liability company (“Contractor”) and the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama (the “Commission”). The Assignor, Assignee, and Commission are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

### **Statement of Background**

A. Commission and Contractor’s predecessor in interest, AEP Renewable Fuels, LLC (the “Predecessor), have previously entered into that certain Landfill Gas Rights Agreement 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”), pursuant to which the Commission granted Contractor the exclusive right to construct and operate a landfill gas processing station at the Magnolia Sanitary Landfill, 15140 County Road 49, Town of Summerdale, Baldwin County, Alabama (the “Real Estate”).

B. The Parties now desire to provide for the further amendment of the LGR Agreement, all as hereinafter provided.

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

### **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. **Amendment.** Notwithstanding any term to the contrary in that letter agreement and between the Commission and the Predecessor dated December 18, 2020 (the “Letter Modification”) or the Assignment, Contractor 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 Contractor 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 LGR Agreement shall commence on the date such written agreements (or the last of the same) have been executed, and Contractor shall promptly provide the Commission with written confirmation of the same.

2. **Jurisdiction; Governing Law.** This Agreement and the LGR Agreement, 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.

3. **Entire Agreement; No Modification.** This Agreement together with the LGR Agreement 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 Commission, Assignor and Assignee.

4. **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.

5. **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 LGR Agreement.

6. **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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**CONTRACTOR:**

AEP Magnolia RNG, LLC, a Georgia limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**COMMISSION:**

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

By: \_\_\_\_\_  
Name:  
Title: