

LANDLORD'S RELEASE AND WAIVER AGREEMENT

THIS LANDLORD'S RELEASE AND WAIVER AGREEMENT (this "Agreement") is made effective as of December 21st, 2021, 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 are currently leased by Landlord to AEP Magnolia RNG, LLC, a Georgia limited liability company ("Tenant"), 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 adsorption 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 to Obligations (as defined in the Loan Agreement) incurred under the Loan Agreement.

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 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 is in full force and effect, 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

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: James E. Ball

Title: Chairman

EXHIBIT A

Copy of Lease

See attached.

ASSIGNMENT, ASSUMPTION AND AMENDMENT OF GROUND LEASE

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT OF GROUND LEASE (this "Agreement") is made as of August 3, 2021 (the "Effective Date"), by and among AEP RENEWABLE FUELS, LLC, a Georgia limited liability company ("Assignor"), AEP MAGNOLIA RNG, LLC, a Georgia limited liability company ("Assignee") 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 Assignor entered into that certain Ground Lease dated as of February 2, 2021 (as amended through the date hereof, 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 provide for the assignment to Assignee, an affiliate of Assignor, of Assignor's rights under the Lease and the assumption by Assignee of Assignor's obligations thereunder, and for the Lease to be amended, 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. **Assignment and Assumption.** As of the Effective Date, Assignor hereby grants, transfers and assigns to Assignee all of Assignor's right, title and interest in, to and under the Lease. Assignee hereby assumes and agrees to perform all of the obligations of Assignor as the "Lessee" under the Lease, as amended hereby, arising on and after the Effective Date. Assignee, by assuming such obligations, shall be solely liable therefor from and after the Effective Date and shall be directly bound under all other terms and conditions to be performed by the "Lessee" under the Lease as amended by this Agreement.

2. **Release of Assignor.** Effective as of the Effective Date, Lessor hereby releases Assignor from all obligations under the Lease, heretofore or hereafter accruing, except for any obligations arising under the Lease out of matters occurring prior the Effective Date.

3. **Consent of Lessor.** Subject to all of the other terms and conditions of this Agreement, Lessor consents to and acknowledges the assignment of the Lease and all of the rights, title, interests and claims of Assignor thereunder to Assignee and to the assumption by Assignee of all of Assignor's liabilities and obligations thereunder arising on and after the Effective Date.

4. **Amendments.**

(a) The parties understand and agree that pursuant to that certain letter agreement and between Assignor and Lessor dated December 18, 2020 (the "Letter Modification"), the Lease will not be effective unless and until Lessee executes certain agreements referenced in the Letter Modification. Notwithstanding any term to the contrary in the Letter Modification, however, Lessee shall have until November 17, 2021, to execute such written agreements, 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. 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.

(b) Notwithstanding any term to the contrary in the Lease, Assignee and Lessor, being the only parties to the Lease as a result of this Agreement, agree and acknowledge that, in the event Lessor approves the establishment and organization of a solid waste authority with jurisdiction over the Real Property (the "Solid Waste Authority"), Lessor may transfer and assign the Lease to the Solid Waste Authority without any further consent or approval from Lessee; provided, however, that Lessor agrees to give Lessee prompt written notice of any such assignment.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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 Agreement as of the day and year first above written.

ASSIGNOR:

AEP RENEWABLE FUELS, LLC

By: 
Name: Tony Erwin
Its: Manager and CEO

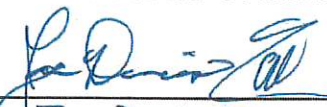
ASSIGNEE:

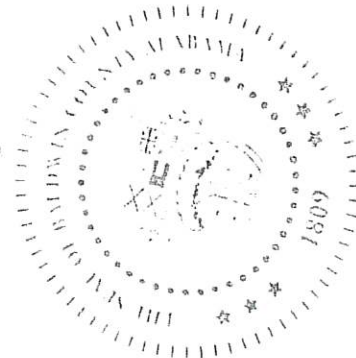
AEP MAGNOLIA RNG, LLC

By: 
Name: Tony Erwin
Its: Manager and CEO

LANDLORD:

BALDWIN COUNTY COMMISSION

By: 
Name: Joe Davis, III
Its: Chairman



STATE OF ALABAMA)
COUNTY OF BALDWIN)

GROUND LEASE

THIS GROUND LEASE ("Lease") is made this 2nd day of February, 2021, between AEP RENEWABLE FUELS, LLC, a Georgia limited liability company ("Lessee"), and the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama ("Lessor").

WITNESSETH:

WHEREAS, Lessor is the owner of that certain real property known as the Magnolia Sanitary Landfill and located at 15140 County Road 49, Town of Summerdale, Baldwin County, Alabama (the "Landfill");

WHEREAS, contemporaneous with the execution of this Lease, Lessor and Lessee have entered into an agreement pursuant to which Lessor grants to Lessee certain rights to purchase landfill gas collected at the Landfill (the "Landfill Gas Rights Agreement"); and

WHEREAS, Lessor has agreed to lease to Lessee and Lessee has agreed to lease from Lessor, subject to the terms and conditions set forth in this Lease, a certain one (1) acre parcel of land located at the Landfill for Lessee's commercial production, storage and loading of transportation fuels from landfill gas for sale to others.

NOW, THEREFORE, for and in consideration of the covenants and conditions herein to be kept, performed and observed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. DEMISE OF LEASED PREMISES

Description of Leased Premises

1.01 Lessor leases to Lessee, and Lessee rents and accepts from Lessor, a certain one (1) acre parcel of land located at the Landfill and further described on Exhibit A, attached hereto and incorporated herein by reference (the "Leased Premises"). All materials, minerals, water, natural gas, and other items existing in, on, or under the Landfill (including, but not by way of limitation, the refuse, cell liners, the landfill gas until title passes to Lessee, leachate, leachate collection system, condensate, and cover) shall at all times remain the property of Lessor, subject to the terms of the Landfill Gas Rights Agreement.

Land Subject to Liens, Encumbrances, and Other Conditions

1.02 Lessee shall be permitted to use the Leased Premises for all purposes set forth in the Landfill Gas Rights Agreement, and ancillary uses related thereto. All other uses are subject to the prior written consent of Lessor, such consent not to be unreasonably withheld, conditioned, or delayed. This Lease is expressly granted by Lessor and accepted by Lessee subject to all

applicable building, zoning and other ordinances and governmental requirements affecting the Leased Premises and to all restrictions, covenants, encumbrances, rights-of-ways, easements, exceptions, reservations and other matters of record encumbering or affecting the Leased Premises. Furthermore, subject to the rights of Lessee hereunder, Lessor reserves the right to grant any, easements, licenses, and other similar agreements affecting the Leased Premises, including, without limitation, utility and pipeline easements (collectively referred to for purposes of this paragraph as "Easements"), provided that, (i) the Easement shall be located in a manner that minimizes interference with the operations of Lessee at the Leased Premises and does not increase any operational cost or risk to Lessee, while also minimizing construction and operational costs and risks for Lessor; and (ii) in connection with any and all work performed and operations conducted within the Leased Premises, the Easement holder, including its employees, agents, invitees, contractors and subcontractors, shall comply with Lessee's standard safety and insurance requirements for contractors performing similar types of work within the Leased Premises. All plans and specifications for an Easement holder's improvements to be located on the Leased Premises shall be subject to Lessee's prior review and approval (such approval not to be unreasonably withheld, conditioned or delayed so long as such improvements meet Lessee's own standards for similar improvements on the Leased Premises). The matters referenced in this paragraph are the "Permitted Exceptions".

Representations and Warranties of Lessor

1.03 Lessee shall satisfy itself of any and all matters in connection with the condition of the Lease Land prior to execution of this Agreement. Lessee has the obligation to determine any and all conditions of the Leased Premises and any improvements thereof, without limitation. Lessor disclaims any and all warranties with regard to the Leased Premises, express or implied. Lessee has had the opportunity to inspect the Leased Premises and to satisfy itself with regard to its condition and Lessee understands, acknowledges and agrees that the Leased Premises is leased by Lessor and accepted by Lessee in its "AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED" condition and without recourse against Lessor. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND INCLUDING WITHOUT LIMITATION, (I) THE CONDITION OR SUFFICIENCY OF THE LEASED PREMISES FOR LESSEE'S INTENDED USE, (II) THE CONDITION OR ZONING STATUS OF THE LEASED PREMISES, OR ANY OTHER FACT OR MATTER RELATING THERETO, OR (III) WHETHER ANY OF THE LEASED PREMISES CONTAINS ANY SUBSTANCE OR MATERIAL WHICH IS OR MAY BE IN VIOLATION OF ANY ENVIRONMENTAL LAW. Lessee acknowledges that, except as may be otherwise expressly provided herein, in no event shall Lessor have any obligation for any defects in the Leased Premises or any limitation on its use. The taking of possession of the Leased Premises shall be conclusive evidence that the Leased Premises was in good condition at the time possession was taken. Notwithstanding anything herein to the contrary, Lessor hereby represents and warrants that, to its actual knowledge, as of the date of this Lease, the Leased Premises is in compliance with any and all - and that Lessee's permitted use hereunder does not violate any or all - applicable laws, statutes, ordinances and regulations.

ARTICLE 2. TERM AND RENT

Term of Lease

2.01 This Lease shall be for a term of fifteen (15) years ("Initial Term"), commencing on February 2, 2021, and ending on February 2, 2036, unless terminated at an earlier date for any reason set forth in this Lease. Thereafter, this Lease shall 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. Notwithstanding the foregoing, the term of this Lease and the term of the Landfill Gas Rights Agreement shall be co-terminus, such that in the event of termination or extension of the term of the Landfill Gas Rights Agreement, this term of this Lease shall immediately be deemed so terminated or extended, as applicable.

Rent

2.02 Lessee shall pay to Lessor annual rental in the amount of \$1,200.00, payable in equal installments of \$100.00 per month in advance on the first day of each month for that month's rental, during the term of this Lease.

Holdover

2.03 If Lessee holds over after the expiration of the Initial Term of this lease agreement or any renewals thereof, then Lessee's tenancy shall be from month to month on all the terms and conditions as set forth in this Lease.

ARTICLE 3. USE AND CONSTRUCTION OF IMPROVEMENTS

Permitted Use of Leased Premises

3.01 Lessee shall have the right to use the Leased Premises solely and exclusively for activities related to Lessee's purchase of landfill gas from Lessor and the commercial production, storage and loading of transportation fuels for sale to others from landfill gas and ancillary uses incidental thereto; provided that such use shall be in accordance with the parties' Landfill Gas Rights Agreement all applicable Governmental Laws Environmental Laws and for no other purpose ("Permitted Use").

3.02 At all times, all uses of the Leased Premises shall be under the direction, supervision and control of agents and employees of Lessee so as to insure safe and appropriate use of the Leased Premises.

3.03 Lessee's use of the Leased Premises shall be in accordance with all applicable policies and procedures of Lessor of which Lessee has prior written notice and which do not unreasonably interfere or adversely affect Lessee's ability to perform at the Leased Premises as permitted under this lease agreement.

Construction of Buildings and Other Improvements

3.04 Lessee shall not commence any renovation, restoration or construction activities without the prior written approval of Lessor, such approval not to be unreasonably withheld, conditioned, or delayed. Lessee shall provide sufficient detail so that Lessor can make an informed decision with regard to any proposed renovation, restoration or constructions activities. All renovation, restoration or constructions activities shall be in accordance with the approved details. There shall be no additions or modifications to the approved details without the prior written permission of Lessor. Notwithstanding anything herein to the contrary, all renovation, restoration and construction activities permitted pursuant to the Landfill Gas Rights Agreement shall be deemed approved and permitted under this Lease Agreement. Further, notwithstanding anything herein to the contrary, if Lessor fails to respond to Lessee's request for approval within thirty (30) days after Lessee's said request, and such failure to respond continues for another thirty (30) days after a reminder notice from Lessee, then Lessor shall be deemed to have approved same.

3.05 Upon written approval of Lessor (or upon Lessor's deemed approval as set forth above), Lessee shall have the right to construct structures, buildings, and other improvements ("Improvements") on the Leased Premises, at Lessee's sole cost and expense, and in connection with any construction, Lessee shall be permitted to grade, level, and fill the land, remove trees and shrubs, install roadways and walkways, and install utilities, provided all of the foregoing serve the approved plans or the Improvements erected on the Leased Premises. Lessor shall have no liability for any costs or expenses in connection with the construction of Improvements on the Leased Premises.

3.06 Lessor acknowledges that, pursuant to the parties' Landfill Gas Rights Agreement, Lessee shall, at its sole expense, design, install, permit, and construct, a Processing Station at the Landfill (including any expansions thereof), all in accordance with federal, state and industry standards, and that no further approvals from Lessor are required with respect to same. As set forth in said Agreement, the design and permitting documents shall be signed and sealed by a professional engineer registered in the State of Alabama.

3.07 Lessee shall keep and maintain cost records for all restoration, renovation and/or construction activities undertaken on the Leased Premises, copies of which shall be provided to Lessor upon Lessor's written request for same on no less than an annual basis.

3.08 No review or approval of plans, specifications or other information or documentation by Lessor shall constitute a representation or warranty by Lessor that such plans, specifications or other information or documentation satisfy any applicable laws or other requirements or will provide for a safe operation, and no such review or approval shall make Lessor otherwise liable with respect thereto. Lessee shall be solely responsible for determining whether its plans, specifications, construction and maintenance meet its needs, satisfy applicable laws and other requirements and will provide for a safe operation.

ARTICLE 4. OPERATING COSTS AND IMPOSITIONS

Maintenance and Operating Costs

4.01 During the term of this Lease, Lessee, at its own expense, shall maintain and keep the Leased Premises and the facilities constructed thereon in a state of good condition and repair. Lessee shall pay all "Operating Costs" and "Impositions" defined in Paragraphs 4.02 and 4.03, below, in connection with the Leased Premises.

Definition of Operating Costs

4.02 "Operating Costs" shall include, but shall not be limited to, all expenses paid or incurred in connection with the following activities: all commercially reasonable expenses, whether or not mentioned in this Lease, that are incurred with regard to operation, repair or maintenance of the Leased Premises. Notwithstanding the foregoing, Lessor shall be responsible for all costs incurred in Lessor's use of the Leased Premises.

Definition of Impositions

4.03 "Impositions" shall include all fines and levies that result from construction activities or the normal operation of the Leased Premises, all real estate property taxes, assessments, and other governmental charges that are laid, assessed, levied, or imposed on the Leased Premises and become due and payable during the Term of this Lease, or any lien that arises during the time of this Lease on the Leased Premises or Improvements, any portion of these, or any sidewalks or streets in front of or adjoining the Leased Premises and Improvements.

ARTICLE 5. LAWS AND GOVERNMENTAL REGULATIONS

Compliance

5.01 Throughout the entire term of this Lease, including any renewals, and without any cost to Lessor, Lessee shall promptly comply with all laws and ordinances, and all orders, rules, regulations, and requirements of all Governing Authorities. "Governmental Authority" means any federal, state, tribal, foreign or local governmental entity, authority, department, court or agency, including any political subdivision thereof, exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, and including any arbitrating body, commission or quasi-governmental authority or self-regulating organization of competent authority exercising or enlisted to exercise similar power or authority.

ARTICLE 6. LIENS AND ENCUMBRANCES

Creation Not Allowed

6.01 Lessee shall not create, permit, or suffer any mechanics' or other liens or encumbrances on or affecting the Leased Premises or the fee estate or reversion of Lessor.

Discharge After Filing or Imposition

6.02 If any lien or encumbrance shall at any time be filed or imposed against the Leased Premises or the fee estate or reversion of Lessor, Lessee shall cause the lien or encumbrance to be

discharged of record within sixty (60) days after notice of the filing or imposition by payment, deposit, bond, order of a court of competent jurisdiction, or as otherwise permitted by law. If Lessee shall fail to cause the lien or encumbrance to be discharged within the sixty (60) day period, and if Lessee is not diligently pursuing the discharge or bonding over of said lien or encumbrance, then in addition to any other right or remedy of Lessor, and upon at least ten (10) days prior written notice to Lessee, Lessor shall be entitled but not obligated to discharge the lien or encumbrance either by paying the amount claimed to be due or by procuring the discharge by deposit or by bonding proceedings. In any event, Lessor shall be entitled to compel the prosecution of an action for the foreclosure of any lien or encumbrance by the lienor and to pay the amount of the judgment for and in favor of the lienor with interest, costs, and allowances if Lessor elects to take this action. All amounts paid by Lessor and all of its costs and expenses in connection with the actions taken by Lessor, including court costs, reasonable attorneys' fees, and interest at the highest legal rate in effect at the time these moneys are due, shall be deemed to be additional rent under this Lease and shall be paid by Lessee to Lessor promptly on demand by Lessor.

Lessor Not Liable for Labor, Services, or Materials Furnished to Lessee

6.03 Lessor shall not be liable for any labor, services, or materials furnished or to be furnished to Lessee in connection with any work performed on or at the Leased Premises.

ARTICLE 7. INSURANCE AND INDEMNITY

Property and Personal Injury Liability Insurance

7.01 At all times during the Term of this Lease, Lessee shall maintain, at its sole cost, comprehensive broad-form public liability insurance against claims and liability for personal injury, death, and property damage arising from the use, occupancy, disuse, or condition of the Leased Premises and Improvements, and adjoining areas, and shall be in an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for property damage and bodily injury.

7.02 At all times during the Term of this Lease, Lessee shall maintain, at its sole cost, umbrella or excess liability insurance against claims and liability for personal injury, death, and property damage arising from the use, occupancy, disuse, or condition of the Leased Premises and Improvements, and adjoining areas in an amount of not less than \$5,000,000 per occurrence and annual aggregate (inclusive of the requirements and in addition to the GL, CA, and EL limits listed in Paragraph 7.01 above.

Construction Liability Insurance

7.03 Lessee agrees to obtain and maintain (to the extent reasonably procurable) construction liability insurance at all times when demolition, excavation, or construction work is in progress on the Leased Premises. The insurance shall have limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for property damage and bodily injury. The insurance shall be maintained for the mutual benefit of Lessor and Lessee against all liability for injury or damage to any person or property in any way arising out of demolition, excavation, or construction work on the Leased Premises.

Certificates of Insurance

7.04 Each insurance policy required under this Article 7 shall be carried by insurance companies authorized to transact business in the State of Alabama, shall name both Lessor and Lessee as insureds, and shall be maintained for the mutual benefit of Lessor and Lessee, any succeeding owners of the fee title in the Leased Premises, and any successors and assigns of this Lease.

7.05 Lessee shall furnish Lessor with certificates of all insurance required by this Article 7. Lessee agrees that if it does not keep this insurance in full force and effect, Lessor may notify Lessee of this failure, and if Lessee does not deliver to Lessor certificates showing all of the required insurance to be in full force and effect within ten (10) days after this notice, Lessor may, at its option, take out and pay the premiums on the insurance needed to fulfill Lessee's obligations under the provisions of this Article 7. On demand from Lessor, Lessee shall reimburse Lessor the full amount of any insurance premiums paid by Lessor, with interest at the rate of ten percent (10%) per annum from the date of Lessor's demand until reimbursement by Lessee.

7.06 Lessee acknowledges and agrees that the amount of liability insurance shall be subject to any increases that may be reasonably required by Lessor from time-to-time to account for inflation or other market conditions shall be made in cooperation between Lessor and Lessee. Notwithstanding the foregoing, the amount of liability insurance shall not be decreased without the prior written authorization of the Lessor.

Indemnification of Lessor

7.07 Lessee agrees to indemnify, defend and hold harmless the Lessor, its elected officials, officers, employees, agents, representatives, successors and assigns ("Lessor Indemnified Parties") from and against any and all Losses, defined below, which may be imposed on, incurred by or asserted against the Lessor Indemnified Parties, in any way and to the extent relating to or arising out of (i) any actions taken or omissions by Lessee or its members, officers, managers, employees, agents, successors, assigns, guests and invitees, vendors, equipment lessors, licensees, carriers, contractors or subcontractors (together, "Lessee") in connection with the occupancy, use or operation of the Leased Premises or surrounding areas, or any accident or occurrence in connection therewith, (ii) any failure to perform any covenant or agreement made or undertaken by Lessee in this Lease beyond any applicable notice and cure period, (iii) the occupancy, use and/or occupation of the Leased Premises, by Lessee and/or (iv) any injury or damage to any person, including death, or property, occurring in or about the Leased Premises; provided, however, that Lessee shall not be required to indemnify the Lessor Indemnified Parties for any Losses under clauses (i), (ii), (iii) or (iv), to the extent resulting from or arising out of the gross negligence or willful misconduct of any of the Lessor Indemnified Parties. For purposes of this Lease, "losses" shall mean any losses, damages, liabilities, claims, demands, causes of action, judgments, settlements, fines, penalties, costs and expenses (including court costs and reasonable attorney's and expert's fees) of any and every kind or character, known or unknown, fixed or contingent. Lessee waives all claims and demands against Lessor for any loss, damage, or injury arising out of or related to Lessee's occupancy, use or operation of the Leased Premises or related

to the condition of the Leased Premises caused other than by the negligent or intentional act or omission of Lessor.

7.08 Notwithstanding anything contained in this Lease to the contrary, the provisions of this Article 7 shall survive the expiration or earlier termination of this Lease.

ARTICLE 8. ENVIRONMENTAL

Compliance

8.1 During the entire term of this Lease, including any renewals, at no cost to Lessor, Lessee shall comply with all Environmental Laws applicable to its operations and business at or on the Leased Premises which compliance shall include handling, storing, and disposing of all substances at, in or on the Leased Premises in compliance with all applicable Environmental Laws and satisfying any and all environmental enforcement, permitting, notifications or reporting requirements directly arising out of Lessee's use of the Leased Premises, as required by any applicable law. Without limiting the foregoing, Lessee shall not (a) use or knowingly permit the use by or under Lessee or any vendors, equipment lessors, invitees, licensees, carriers, contractors or subcontractors of any tier of any of Lessee (collectively, the "Lessee") on or about the Leased Premises for the on-site disposal of Hazardous Substances or any other activities in violation of Environmental Laws, or (b) release, or knowingly allow the release by or under Lessee of any Hazardous Substances onto the Leased Premises or adjacent lands or waters in violation of or at concentrations that exceed those allowed by Environmental Laws. Lessor hereby represents and warrants to Lessee that, to its actual knowledge, as of the date of this lease agreement, the Leased Premises is not in violation of any Environmental Laws.

Hazardous Substances

8.2 "Environmental Laws" as used in this Lease shall mean any and all applicable federal, state, municipal and local laws, statutes, rules, regulations, ordinances, codes, restrictions, permitting requirements, licensing requirements and any other governmental requirements or obligations of any kind or nature relating to (i) environmental pollution, contamination or other impairment of any kind or nature, (ii) the construction, installation, repair, maintenance or operation of the Gas Collection System and/or (iii) any hazardous waste or other toxic substances of any nature, whether liquid, solid and/or gaseous, including, without limitation, smoke, vapor, fumes, soot, radiation, acids, alkalis, chemicals, wastes, by-products and recycled materials. These Environmental Laws shall include, but not be limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility Cleanup and Liability Act of 1980, all as amended from time to time, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, regulations of any state department of natural resources or state environmental protection agency now or at any time hereafter in effect and all applicable local ordinances, rules, regulations and permitting or licensing requirements. This definition shall not be interpreted to include the laws relating primarily to health and safety such as the Occupational Safety & Health Administration and similar state laws.

This definition shall also include rules and regulations of the Alabama Department of Environmental Management (ADEM).

Notices

8.4 Lessee shall provide Lessor with material safety data sheets ("MSDS") on all Hazardous Substances brought onto and produced on the Leased Premises.

8.5 Except with respect to those Hazardous Substances used, stored and otherwise handled by Lessee in conjunction with the operation of the Leased Premises in accordance with the Permitted Use and used, stored, and otherwise handled in compliance with applicable Environmental Laws, Lessee shall notify Lessor promptly upon the discovery by Lessee of any Hazardous Substances at, on or in the Leased Premises, at concentrations exceeding those allowed by Environmental Laws or upon receipt of written communication from any governmental agency concerning the actual or alleged violation of an applicable Environmental Law in any way related to the Leased Premises.

8.6 Lessee shall provide notice to Lessor of any suit filed against Lessee or with respect to the Leased Premises by any non-governmental third party alleging violations of applicable Environmental Law by Lessee (or anyone acting on behalf of Lessee) at the Leased Premises.

8.7 Lessor shall promptly notify Lessee of any release of Hazardous Substances at or associated with Lessor's refinery process to the extent adversely affecting the Leased Premises or that could present an unreasonable risk to Lessee's employees

Cleanup

8.8 If during the Term, Lessee discovers any leak, spill, overflow, outflow or escape of any Hazardous Substances brought onto or produced on the Leased Premises by or on behalf of Lessee at concentrations exceeding those allowed by Environmental Laws, Lessee shall promptly, at its sole cost and expense: (a) notify applicable federal, state and local agencies, if required by Environmental Laws; (b) make all reasonable and necessary arrangements for stopping such leak, spill, overflow, outflow or escape; and (c) clean up, remove and dispose of, pursuant to applicable Environmental Laws, such Hazardous Substances wherever such may be found ("Environmental Cleanup"). If Lessee fails to perform or complete any legally required Environmental Cleanup, Lessor may (at its option) conduct the Environmental Cleanup and Lessee hereby agrees to reimburse Lessor for Lessor's reasonable out-of-pocket costs and expenses in conducting such Environmental Cleanup within thirty (30) days after Lessee's receipt of a bill therefor including a written itemization and documentation for such costs and expenses.

Indemnification of Lessor

8.9 In addition to Lessee's indemnity obligations set forth in Paragraph 7.07 of Article 7 herein, Lessee shall indemnify, defend and hold harmless the Lessor Indemnified Parties from and against all Losses suffered or incurred by any of the Lessor Indemnified Parties, directly or indirectly, including as a result of any claim by a third party, by reason of or arising out of: (a)

intentionally omitted; or (b) intentionally omitted; or (c) any breach or violation of any applicable laws, including without limitation, Environmental Laws, by Lessee; or (d) intentionally omitted; or (e) intentionally omitted; (f) any contamination or other environmental problems or difficulties whether now known or hereafter discovered that arises from any negligent, act or omission of Lessee or Lessee's operation of the Leased Premises; and (g) any environmental remediation or corrective action that is required by Environmental Law by Lessee at the Leased Premises; including (i) the cost and expense of any investigation, assessment, evaluation, monitoring, containment, cleanup, repair, restoration, remediation, risk-based closure activities, or other corrective action required or necessary under Environmental Laws, and (ii) the cost and expense of the preparation and implementation of any closure, remedial, corrective action, or other plans required or necessary under Environmental Laws.

8.10 Notwithstanding anything contained in this Lease to the contrary, the provisions of this Article 8 shall survive the expiration or earlier termination of this Lease.

ARTICLE 9. DAMAGE OR DESTRUCTION OF IMPROVEMENTS

Damage or Destruction; Option to Terminate or Repair

9.01 In the event that the Leased Premises, the Improvements, or any part of them are damaged or destroyed by any cause whatsoever, Lessee may elect either of the following options:

(a) Within one hundred twenty (120) days, Lessee shall commence and diligently pursue to completion the repair, restoration, or replacement of the damaged or destroyed Leased Premises and Improvement, and this Lease shall remain in full force and effect. Excess insurance proceeds, if any, shall be paid to Lessee.

or

(b) In the event that Lessee does not proceed in accordance with subsection (a) above, then Lessor or Lessee may terminate this Lease with one hundred twenty (120) days written notice to the other party..

ARTICLE 10. CONDEMNATION

10.01 If the whole or any substantial part, in Lessor's discretion of the Leased Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "Taking"), this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of the Leased Premises shall occur. If there is a Taking of less than a substantial part of the Leased Premises, this Lease shall not terminate, but the rent payable hereunder during the unexpired portion of this Lease shall be reduced to such extent as may be fair and reasonable under all of the circumstances. In the event of any such Taking, Lessor and Lessee shall each be entitled to receive and retain such separate awards and/or portion of lump sum awards as may be allocated to their respective interests in any condemnation proceedings. Lessor shall be entitled to any award and all damages payable as a result of any condemnation or taking of the fee

of the Leased Premises. Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all damage to the Improvements and/or Lessee's business by reason of the condemnation, including loss of value of any unexpired portion of the Term, and for or on account of any cost or loss to which Lessee might be put in removing Lessee's personal property or fixtures.

10.02 Nothing in this Article 10 prohibits Lessor from voluntarily conveying all or art of the Leased Premises and Improvements to a public utility, agency, or authority under threat of a taking under the power of eminent domain. Any voluntary conveyance shall be treated as a taking within the meaning of this Article.

ARTICLE 11. LEASEHOLD MORTGAGES

Leasehold Mortgages Permitted

11.01 In addition, notwithstanding anything herein to the contrary, notwithstanding anything in the Landfill Gas Rights Agreement to the contrary, Lessee shall have the right, without the consent of Lessor, to execute and deliver a mortgage, deed of trust, pledge and or collateral assignment of this Lease ("Mortgage") as security for any indebtedness in any form whatsoever. Lessor, however, shall not be required to subordinate its fee simple interest in the leased premises to any such leasehold mortgage. In the event Lessee shall execute and deliver a Mortgage, and if the holder of the indebtedness secured by this Lease ("Mortgagee") notifies Lessor of the execution of such Mortgage, and the name and place for service of notices upon such Mortgagee, then and in such event, Lessor hereby agrees for the benefit of Lessee and such Mortgagee from time to time:

a. That Lessor will give to any Mortgagee simultaneously with service on Lessee a duplicate of any and all notices or demands given by Lessor to Lessee and no such notice shall be effective unless a copy is so serviced upon Mortgagee;

b. Lessor shall not terminate this Lease or Lessee's right of possession for any default of Lessee if, within a period of thirty (30) days after the expiration of the period of time within which Lessee might cure such default, such default is cured or caused to be cured by Mortgagee or, if within a period of thirty (30) days after the expiration of the period of time within which Lessee might commence to eliminate the cause of such default, Mortgagee diligently commences to eliminate the cause of such default; and

c. Upon written notice from Mortgagee, (i) Lessor shall recognize Mortgagee as Lessee hereunder (but Mortgagee will not by reason of such recognition or by reason of any the collateral assignment of the Lease or by the exercise by Lender of any of its rights under this Lease be deemed to have assumed or become liable for any obligations, covenants, conditions or terms of the Lease to be performed and observed by Lessee), and (ii) Mortgagee shall have the right to assign this Lease without the consent of Lessor provided that Mortgagee exercises commercially reasonable efforts to vet any assignee in accordance with standards a prudent governmental body would follow.

Within thirty (30) days after written request from Lessee, Lessor shall execute any documents required by Mortgagee to evidence the above-referenced provisions and any other commercially reasonable provisions requested by Mortgagee.

For avoidance of doubt, in the event of a conflict between the provisions of this Article 11 and any assignment provision in the Landfill Gas Rights Agreement, the provisions of this Article 11 shall prevail.

ARTICLE 12. DEFAULT

Events of Default

12.01 Any one or more of the following events shall constitute a default under this Lease:

(a) Lessee's failure to observe or perform or cause to be observed or performed any other term, covenant, or agreement under this Lease shall constitute a default under this Lease if such failure continues for more than thirty (30) days after written notice to Lessee from Lessor of same (provided, however, if the nature of said failure is such that it cannot be cured within said thirty (30) day period, then Lessee shall have a reasonable amount of time to effectuate said cure provided that Lessee diligently pursues same).

(b) Lessee's assignment of the leasehold interest not otherwise permitted under this Lease shall constitute a default under this Lease if Lessee does not cure same within thirty (30) days after written notice from Lessor.

Notice of Election to Terminate Lessee's Possession

12.02 If any event creating default occurs, Lessor may elect to terminate Lessee's right of possession under this Lease. Upon termination, all of Lessee's rights, title, and interest in the Leased Premises shall expire completely and Lessee shall, within a reasonable time, quit and surrender the Leased Premises. Any Improvements erected on the subject leased premises shall revert back to the Lessor, however, Lessee shall have a reasonable time not to exceed ninety (90) days for removal of any such improvements or equipment and/or may leave the same for the benefit of Lessor, such to be determined at Lessee's option.

Lessor's Entry after Termination of Lessee's Possession

12.03 At any time after the termination of Lessee's right of possession under this Lease pursuant to Paragraph 11.02 or Paragraph 13.01 of this Lease, Lessor may enter and possess the Leased Premises and Improvements by summary proceedings, ejectment, or otherwise, and Lessor may remove Lessee and all other persons and property from the Leased Premises and Improvements. If Lessor takes the actions described in this Paragraph 11.03, Lessor may then possess the Leased Premises and Improvements and Lessor may also sell any of the Improvements.

Costs Incurred Due to Breach

12.04 Lessee expressly agrees to pay all reasonable expenses that Lessor actually incurs for reasonable attorneys' fees, and all other costs paid or incurred by Lessor for enforcing the terms and provisions of this Lease, restoring the Leased Premises and Improvements to good order and condition, and for maintaining the Leased Premises and Improvements.

ARTICLE 13. EXPIRATION OF TERM

Lessee's Delivery of Possession after Termination or Expiration

13.01 On the expiration date of this Lease as set forth in Paragraph 2.01 of this Lease, or the termination of Lessee's possession under this Lease pursuant to Paragraph 11.03, or any entry or possession of the Leased Premises and Improvements by Lessor pursuant to Paragraph 11.03 (collectively referred to as the "Expiration Date"), Lessee shall promptly quit and surrender the Leased Premises and Improvements, and deliver to Lessor actual possession and ownership of the Leased Premises, less improvements, which the Lessee shall have a right to remove pursuant to paragraph 12.02 but shall otherwise return the Leased Premises without improvements in good condition, wear and tear excepted.

ARTICLE 14. TERMINATION BY LESSOR

14.01 Intentionally omitted.

ARTICLE 15. GENERAL PROVISIONS

No Waiver of Breach by Lessor's Actions

15.01 The failure of Lessor to seek redress for violation of, or to insist on the strict performance of any covenant, agreement, term, provision, or condition of this Lease shall not constitute a waiver of the covenant, agreement, term, provision, or condition. The receipt by Lessor of rent with knowledge of the breach of any covenant, agreement, term, provision, or condition of this Lease shall not be deemed a waiver of that breach.

Waiver of Any Provision Must Be Written

15.02 No provision of this Lease shall be deemed to have been waived, unless the waiver is in writing and signed by the party against whom enforcement is sought. Each right and remedy of Lessor provided for in this Lease shall be cumulative and in addition to every other right or remedy provided for in this Lease, or now or later existing at law, in equity, by statute, or otherwise.

Entire Agreement

15.03 This Lease, any exhibits annexed to this Lease, and the Landfill Gas Rights Agreement contain the entire agreement between Lessor and Lessee, and any agreement made after the execution of this Lease between Lessor and Lessee shall be ineffective to change, modify, waive, release, discharge, terminate, or effect a surrender or abandonment of this Lease, in whole or in part, unless that agreement is in writing and signed by the party against whom enforcement is sought.

Notices

15.04 All notices and demands of any kind that either party may be required or may desire to give to the other in connection with this Lease must be given by registered or certified mail, return receipt requested, with postage fully prepaid, and addressed to the party to be served at the party's address as set forth below, or by reputable national overnight delivery service, or by email to the addresses provided below (and such email notice shall be deemed immediately effective so long as notice by other form permitted under this Section 15.04 is sent within two (2) business days thereafter). Any notice shall be deemed received on first attempted delivery. Any party may change the address to which notices to that party are to be directed by notice given in the manner provided in this Paragraph 14.04.

If to Lessor: Baldwin County Commission
Attn: Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
Email:

With a copy, which shall not constitute notice, to:

J. Bradford Boyd Hicks
Stone Crosby, PC
8820 US Highway 90
Daphne, AL 36526
Email:

If to Lessee: AEP Renewable Fuels, LLC
Attn: David Hopkins
1400 Buford Highway Suite E-2
Buford, GA 30518
Email:

With a copy, which shall not constitute notice, to:

Kathleen Hart
Andersen, Tate & Carr, P.C.
1960 Satellite Boulevard
Suite 4000
Duluth, Georgia 30097

Email: khart@atclawfirm.com

With a copy to:

Mortgagee as set forth in Section 11.01 above

Lessor's Entry and Inspection of Premises

15.05 Lessor, or its agents or designees, shall have the right to enter the Leased Premises and Improvements during reasonable business hours for inspection, or to complete any work that may be necessary because of Lessee's default under any of the terms, covenants, and conditions of this Lease continuing beyond the applicable periods of grace, or to exhibit the Leased Premises and Improvements to potential buyers and agents.

Partial Invalidity or Unenforceability

15.06 If any term, covenant, or condition of this Lease shall be invalid or unenforceable to any extent, the remainder of the terms, covenants, and conditions of this Lease shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Individuals Benefitted by Lease

15.07 This Lease shall inure to the benefit of and be binding on Lessor and Lessee and their respective distributees, personal representatives, executors, successors, and assigns except as otherwise provided in this Lease.

Assignment and Subletting

15.08 This Lease and the Term and estate granted by this Lease, or any part of this Lease or that Term and estate, may not be subleased or assigned, without Lessor's written consent (not to be unreasonably withheld, conditioned, or delayed).

15.09 Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or of partnership or of joint venture or of any association between Lessee and Lessor, and neither the provisions contained in this Agreement or any acts of the parties shall be deemed to create any relationship between Lessee and Lessor, other than the relationship of Lessor and Lessee.

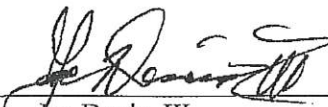
15.10 Notwithstanding anything herein to the contrary, Lessee shall have the right, without consent of Lessor and without regard to any obligation imposed on Lessee by the Lease, to assign or otherwise transfer the Lease or sublet all or any portion of the Leased Premises to: (a) any entity resulting from a merger or consolidation of Lessee, (b) intentionally omitted, (c) any entity controlled by, controlling or under common control with Lessee, or (d) as part of a foreclosure or sale by any Mortgagee.

(Signature Pages Follow)

IN WITNESS WHEREOF, Lessor and Lessee have executed and signed this Lease or have caused this Lease to be executed and signed effective the date first written above.

LESSOR:

BALDWIN COUNTY COMMISSION

By: 
Joe Davis, III
Its: Chairman

ATTEST:


Wayne Dyess
County Administrator



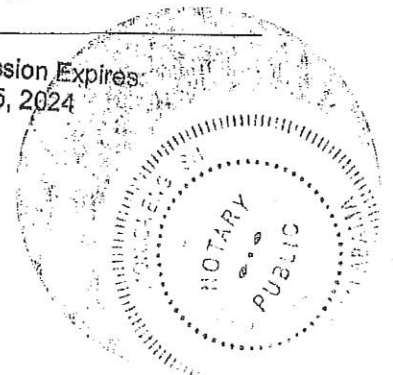
STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Monica English a Notary Public, in and for said County in said State, hereby certify that Joe Davis, III, whose name as Chairman, and Wayne Dyess, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, are signed to the foregoing instrument and who are 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 2nd day of February, 2021.


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

My Commission Expires: May 5, 2024



LESSEE:

AEP RENEWABLE FUELS, LLC

By: *Tony Erwin* 2/2/21
Tony Erwin
Its: CEO

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, *Wanda Fail Gautney*, a Notary Public, in and for said County in said State, hereby certify that *Tony Erwin*, whose name as *CEO* of AEP RENEWABLE FUELS, LLC, 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 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 2 day of February, 2021.

Wanda Fail Gautney
Notary Public, Baldwin County, Alabama
My Commission Expires:

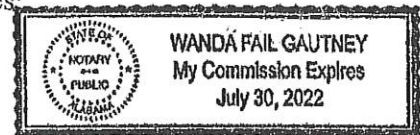


Exhibit A

Legal Description of Leased 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.



December 18, 2020

Baldwin County Commission

Attn: Honorable Billie Jo Underwood, Mrs. Terri Graham,

Re: Proposed Baldwin County Landfill Ground Lease Agreement (the "Agreement")
by and between AEP Renewable Fuels, LLC (together with any successor,
"AEP") and Baldwin County Commission (the "Commission")

Dear Mses. Underwood and Graham,

This letter will serve as a written modification to the Landfill Ground Lease Agreement ("Agreement"). Unless otherwise stated, the terms herein shall have the same meaning as in the Agreement. The parties understand and agree that, notwithstanding any term to the contrary, the Agreement, once approved and executed by the Baldwin County Commission ("BCC"), will not be effective, and neither party will have any obligations thereunder, unless and until AEP executes all written agreements necessary to proceed with (1) interconnecting the Processing Station with the Riviera Utilities pipeline, (2) interconnecting with British Petroleum lateral lines, and (3) compressing and piping Landfill Gas to a metering and pressure regulation station. If said written agreements are not in place within six (6) months of the BCC's execution of the Agreement, the Agreement shall be null and void without further action by either party thereto.

Sincerely,

AEP Renewable Fuels, LLC

By: _____

Tony Erwin, CEO

AGREED AND ACKNOWLEDGED:

BALDWIN COUNTY COMMISSION

By: _____

Name: _____

Title: _____

Date: _____

Joe Davis
Joe Davis, III
Chairman
2/2/2021