

WHEN RECORDED RETURN TO:

EDP Renewables North America LLC
808 Travis St., Suite 700
Houston, TX 77002
Attn: General Counsel

SHORT FORM OF OPTION AGREEMENT

THIS SHORT FORM OF OPTION AGREEMENT (this "Short Form") is made and entered into as of _____ 11/8 _____, 2018 (the "Effective Date") by and between The Westervelt Company, a Delaware corporation ("Optionor") and EDP Renewables North America LLC, a Delaware limited liability company ("Optionee").

RECITALS

A. Optionor is the owner of that certain real property described in Exhibit "A" attached hereto and incorporated herein by this reference (the "**Property**").

B. Optionee desires to acquire the right (but not the obligation) to purchase a portion of the Property and Optionor desires to grant such option to Optionee. To that end, Optionor and Optionee have entered into an unrecorded Option Agreement of even date herewith (the "**Option Agreement**")

D. Optionor and Optionee desire to execute this Short Form to provide constructive notice of Optionee's rights under the Option Agreement to all third parties.

NOW, THEREFORE, for good and valuable consideration paid to Optionor, the receipt and sufficiency of which are hereby acknowledged, Optionor and Optionee hereby agree as follows:

1. Grant of Option. Optionor hereby irrevocably and unconditionally grants, bargains, sells and conveys to Optionee the right and option (the "**Option**") to acquire a portion of the Property subject to all of the terms and conditions set forth in the Option Agreement.

2. Option Term. The term of the Option and the Option Agreement shall commence

on the Effective Date and shall continue for thirty-six (36) months thereafter in accordance with the terms and conditions of the Option Agreement.

5. Other Provisions. The Option Agreement also contains various other covenants, obligations and rights of Optionor and Optionee, including, without limitation: (i) the terms and conditions of the Agreement of Purchase and Sale and (ii) provisions relating to consideration for the Option.

6. Purpose of this Short Form. The terms, conditions and covenants of the Option Agreement are incorporated herein by reference as though fully set forth herein. This Short Form does not supersede, modify, amend or otherwise change, and shall not be used in interpreting, the terms, conditions or covenants of the Option Agreement. In the event of any conflict between this Short Form and the Option Agreement, the Option Agreement shall control.

7. Counterparts. This Short Form may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.


8. Successors and Assigns. The Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to this Short Form and the Option Agreement and the covenants, terms and provisions set forth herein and therein, which covenants, terms and provisions shall run with the Property and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of Optionor and Optionee and any other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.

[SIGNATURES ON FOLLOWING PAGES]

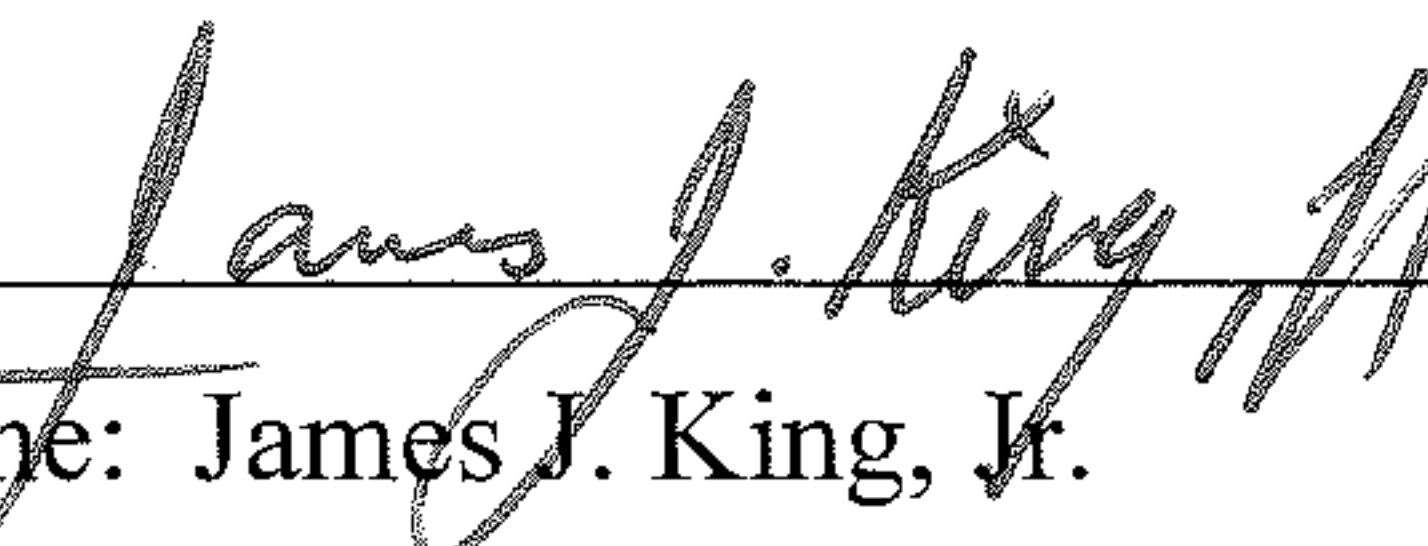
TBB

IN WITNESS WHEREOF, the parties hereto have executed this Short Form as of the Effective Date.

OPTIONEE: **EDP Renewables North America LLC,
A Delaware limited liability company**

By: 
Name: Steve Irvin
Executive Vice President
Its: Western and Central Region and Mexico

OPTIONOR: **The Westervelt Company,
A Delaware corporation**

By: 
Name: James J. King, Jr.
Its: Vice President

ACKNOWLEDGMENTS

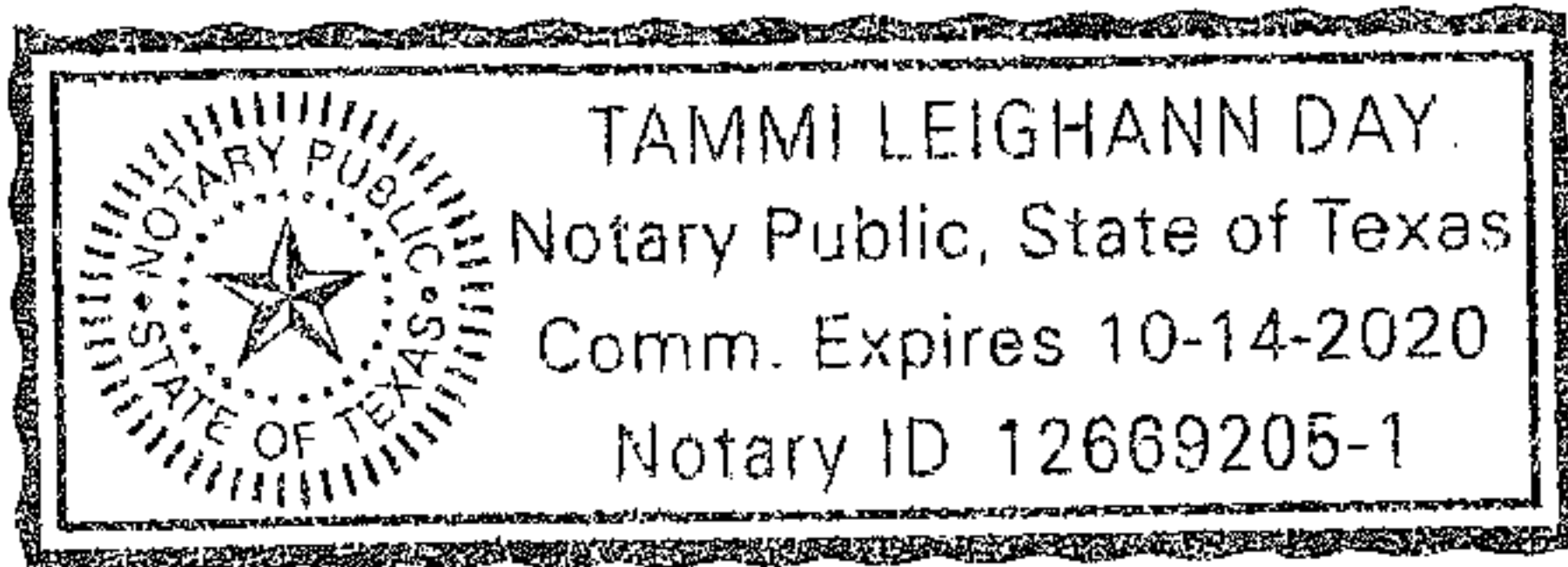
State of TEXAS

County of Harris

§
§
§

This instrument was acknowledged before me on November 8, 2018 by Steve Iron, Executive V.P. of EDP Renewables North America LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public's Signature



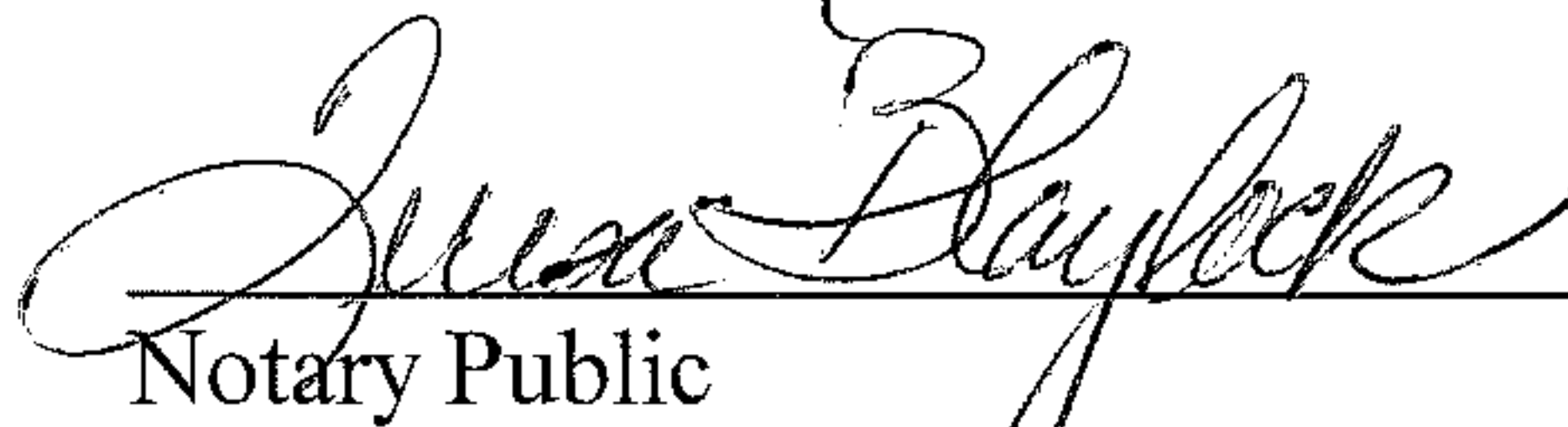
TAB

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

I, the undersigned Notary Public in and for said County in said State, hereby certify that, James J. King, Jr., whose name as Vice President of The Westervelt Company, a Delaware corporation, 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 Vice President and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 5th day of November, 2018.



Notary Public

My commission expires:

MY COMMISSION EXPIRES DEC. 12, 2021

EXHIBIT "A"

Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN SHELBY COUNTY, ALABAMA:

ALL LOCATED IN TOWNSHIP 22 SOUTH, RANGE 1 EAST:

The S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 4.

PIN: 302040000030

AND

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4.

PIN: 302040000031



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/28/2018 02:10:49 PM
\$30.00 CHARITY
20181128000416840

Alexis S. Boyd

AND

All of Section 9, Less the E. 825 (885' (S)) of the W $\frac{1}{4}$ of the NE $\frac{1}{4}$ and less the public road right-of-way

PIN: 302090000001

AND

The W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 9, Less the W 495' Thereof

PIN: 302090000002

AND

All of Section 10, Exception the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ and less the public road right-of-way.

PIN: 302100000003

AND

The West $\frac{1}{2}$ of Section 15

PIN: 305150000001

AND

The East $\frac{1}{2}$; the E $\frac{1}{2}$ of the W $\frac{1}{2}$ and the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 16

PINS: 305160000001 and 306160000003

SAVE & EXCEPT:

A strip of land 2700 feet long and 650 feet wide along the west boundary of an existing woods road, laying in the SW/4 of Section 10 and the NW/4 of the NW/4 of Section 15.