

WHEN RECORDED RETURN TO:

K&L Gates LLP  
210 Sixth Avenue  
Pittsburgh, PA 15222  
Attn: Caitlin P. Beer

20190604000191310  
06/04/2019 10:51:12 AM  
AGREEMNT 1/6

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### SHORT FORM OF OPTION AGREEMENT

THIS SHORT FORM OF OPTION AGREEMENT (this "Short Form") is made and entered into as of October 11, 2018 (the "Effective Date") by and between The Westervelt Company, a Delaware corporation ("Optionor") and Columbiana PV II, 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 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 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 and may be extended 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.

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

OPTIONEE: **Columbiana PV II, LLC, a Delaware limited liability company**

By: \_\_\_\_\_

Name: John Clifford

Its: Authorized Signatory

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

By: \_\_\_\_\_

Name: James J. King, Jr.

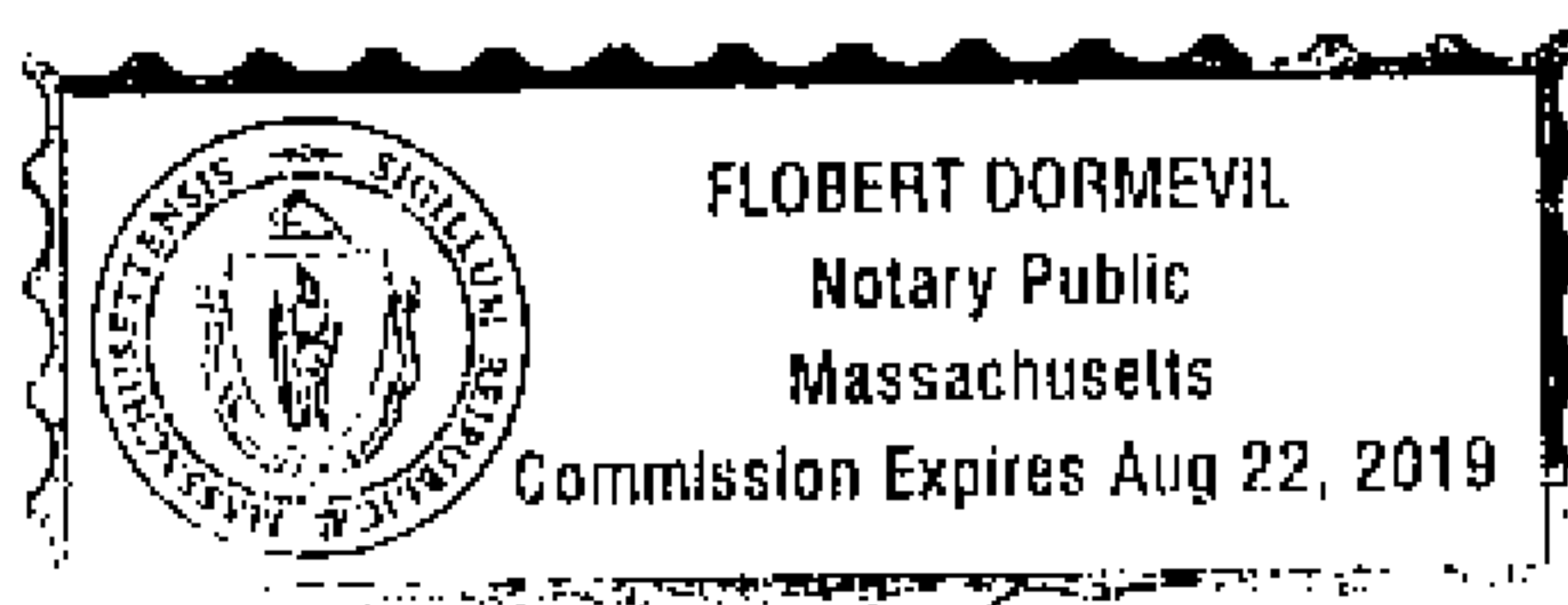
Its: Vice President

## ACKNOWLEDGMENTS

STATE OF MassachusettsCOUNTY OF Suffolk

I, the undersigned Notary Public in and for said County in said State, hereby certify that, John Clifford whose name as Authorized Signatory of Columbiana PV II, LLC, a Delaware limited liability company, 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, s/he, as such Authorized Signatory and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 17<sup>th</sup> day of MAY, 2019.



[Signature]  
Notary Public

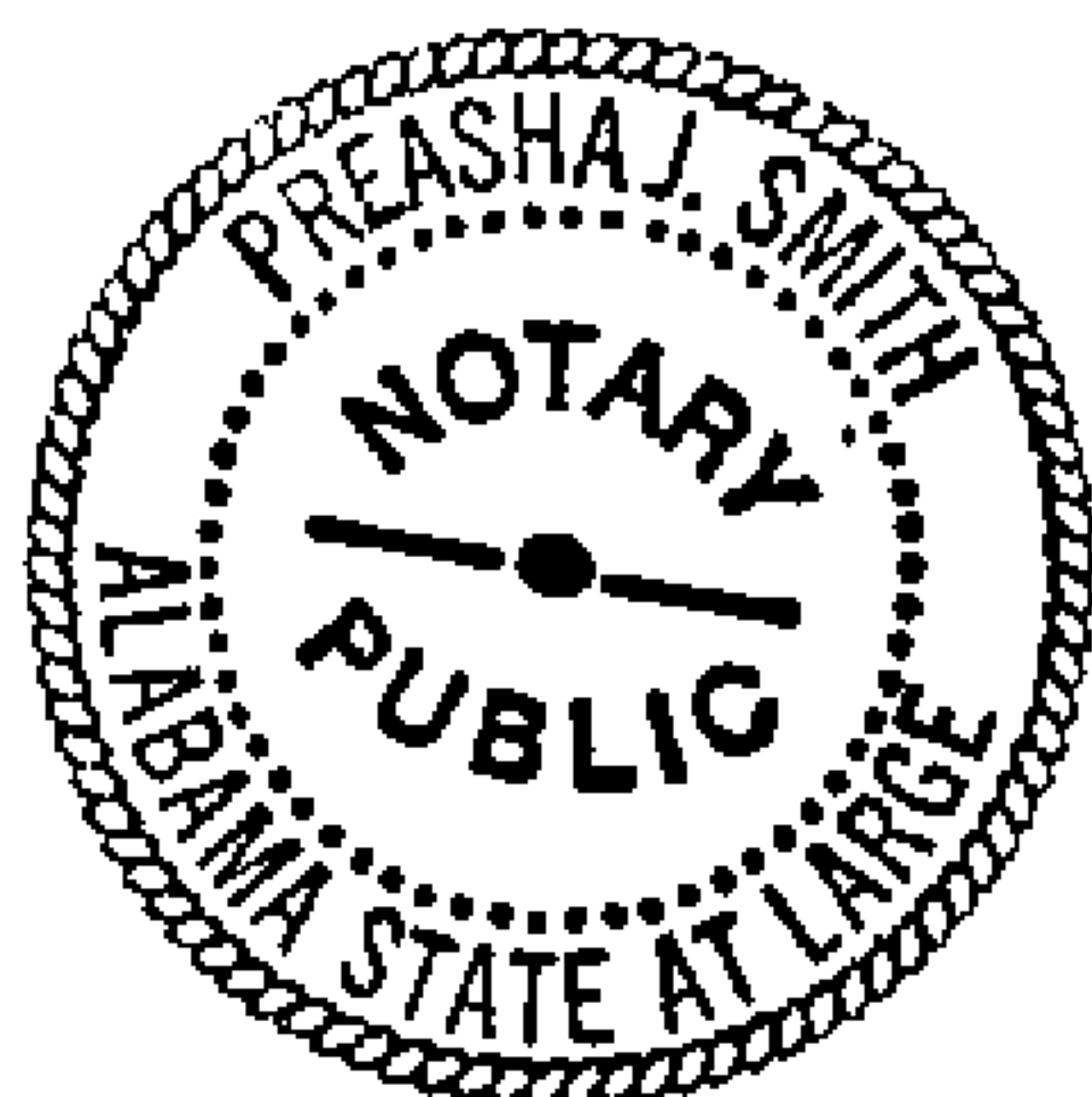
My commission expires: 8/22/2019

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 11<sup>th</sup> day of October, 2018



[Signature]  
Notary Public

My commission expires: 11/2/19

**EXHIBIT "A"**  
**TO SHORT FORM OF OPTION AGREEMENT**

**Description of the Property**

THE FOLLOWING REAL PROPERTY LOCATED IN SHELBY COUNTY, ALABAMA:

LEGAL DESCRIPTION

**In Township 21S Range 1 East**

**Section 17**

The SE/4 of the SE/4 and a part of the SW/4 of the SW/4 as identified on the attached plat.

**Section 16**

A part of the SW/4 of the SW/4 as identified on the attached plat.

**Section 19**

A part of the East/2 of the East/2 as identified on the attached plat.

**Section 20**

The SW/4; the N/2 of the NE/4; The NE/4 of the NW/4; a part of the NW/4 of the NW/4 as identified on the attached plat.

**Section 21**

That part of the W/2 of the W/2 as identified on the attached plat.

**In Township 24N Range 15 E**

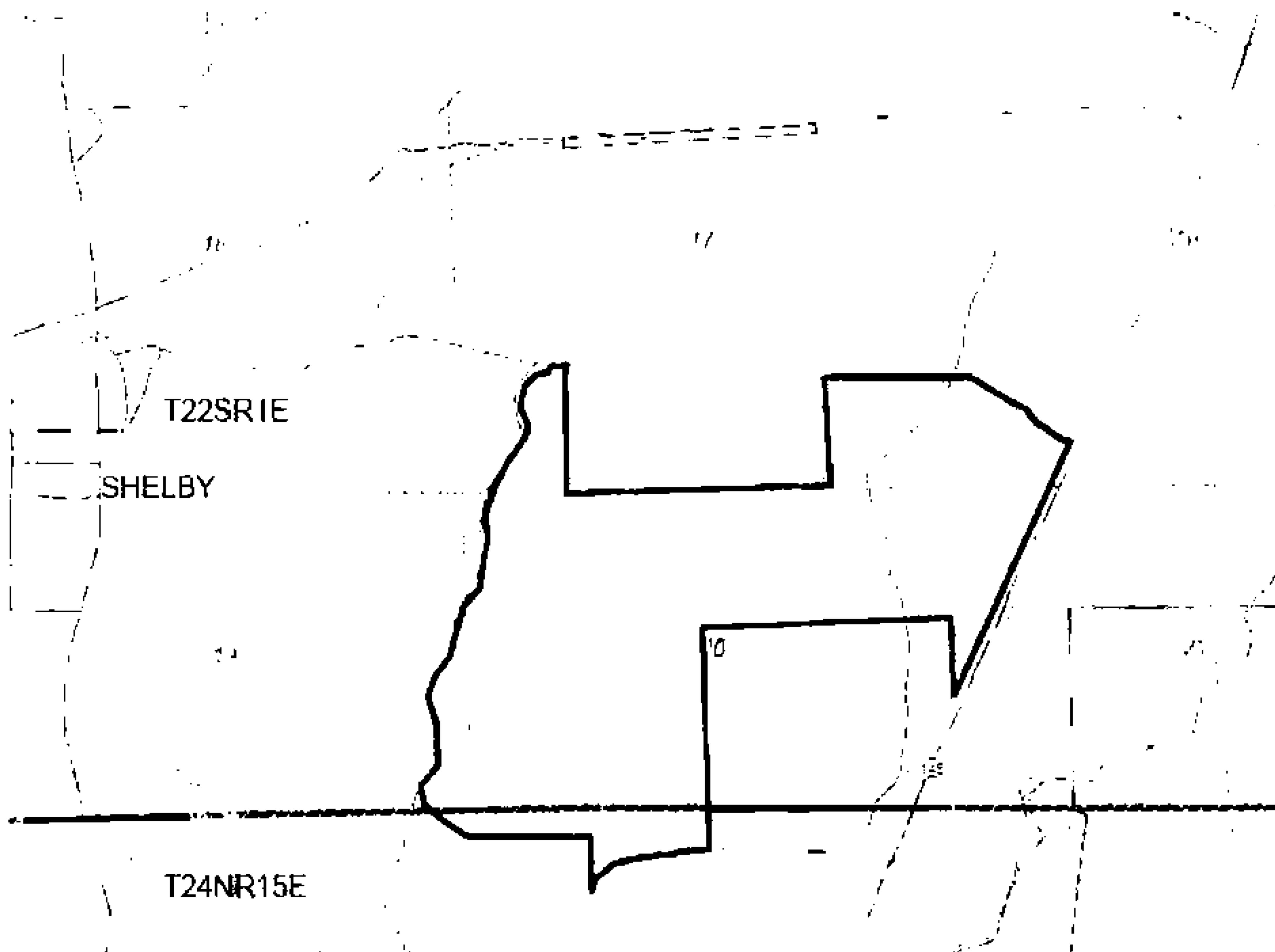
**Section 3**

That part of the N2/of the NW/4 as identified on the attached plat.

It is the intent of both parties to convey the property as identified on the attached plat, whether described correctly or not. The property intended to be conveyed is bordered by woods roads, county roads and quarter section lines.

Both parties agree that the Optionee will enlist a surveyor licensed in the State of Alabama to perform a survey and provide a survey description of the property for any deed conveyance. Both parties agree the Optioner will have rights to use those roads that border the property to be conveyed.

EXHIBIT A (CONTINUED)



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
06/04/2019 10:51:12 AM  
\$30.00 CHARITY  
20190604000191310

*Alli S. Beal*