

20191112000420090
11/12/2019 02:48:33 PM
AGREEMNT 1/7

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Stewart Title Guaranty Company
1360 Post Oak Blvd., 10th Floor, MC#10-1
Houston, Texas 77056
Attn: Amanda Cash

SHORT FORM OF OPTION AGREEMENT
(Wilsonville 1)

THIS SHORT FORM OF OPTION AGREEMENT (this "**Short Form**") is made and entered into as of July 29, 2019 (the "**Effective Date**") by and between The Westervelt Company, a Delaware corporation ("**Optionor**"), and Carter Branch Land, LLC, a Delaware limited liability company ("**Optionee**").

RECITALS

A. Optionor owns that certain real property located in Shelby County, Alabama, comprising approximately Seven Hundred and Forty (740) acres, as more particularly described on Exhibit A and depicted as the "Wilsonville 1" area on Exhibit B attached hereto.

B. Optionee desires to acquire, and Optionor desires to grant, an option to purchase such land, subject to a reservation of ownership in all natural gas, oil and other liquid hydrocarbons (such land to be purchased, less such reserved estate, the "**Property**"), together with an option for a grant of a generator tie-line and road access easement over other lands owned by Optionor described on Exhibit A and lying within the area depicted as "Easement to Optionee for Wilsonville 1 (length and width to be determined)" on Exhibit B attached hereto (the "**Easement Tract**"), on the terms and conditions set forth in an unrecorded Purchase Option Agreement and Land Sale Contract (Wilsonville 1) of even date herewith between Optionor and Optionee (the "**Option Agreement**").

C. Optionor and Optionee desire to execute and record 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 and an easement over the Easement Tract 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 forty-eight (48) months thereafter (the “**Option Term**”), unless terminated earlier in accordance with the terms and conditions of the Option Agreement. If the Option is exercised in the final 180 days of the Option Term, the closing of the sale and purchase of the Property may occur after the end of the Option Term.

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 access to the Property by Optionee and its representatives and consultants for the purpose of conducting physical investigations thereof and obtaining any and all information regarding the Property as Optionee deems appropriate, (ii) provisions relating to consideration for the Option, (iii) the terms and conditions for closing the sale and purchase after the Option is exercised, and (iv) the terms and conditions by which Optionor has agreed it would restrict its use of the surface of the Property and the first three hundred feet below the surface of the Property for minerals exploration and production after a closing of the sale and purchase of the Property following exercise of 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 touch and concern the land, and are intended to and shall run with the Property, the Easement Tract 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 APPEAR ON FOLLOWING PAGES]

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

Optionor: THE WESTERVELT COMPANY

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

ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF Jackson

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 28th day of October, 2019.

[Signature]
Notary Public
My commission expires

MY COMMISSION EXPIRES DEC. 12, 2021

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

Optionee: CARTER BRANCH LAND, LLC

By: [Signature]
Name: Ja Kao
Its: Authorized Signatory

ACKNOWLEDGMENT

State of New York)
) ss.:
County of New York)

On the 29th day of July in the year 2019 before me, the undersigned, personally appeared Ja Kao, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature], Notary Public



EXHIBIT "A"
TO SHORT FORM OF OPTION AGREEMENT

Description of the Property and Easement Tract

PROPERTY:

In Township 20 South, Range 1 East, Huntsville Base and Meridian – Shelby County, Alabama

Section 15

All that part of the section lying east of Highway 51 as depicted on the attached plat.

Section 14

The NW/4; the NW/4 of the SW/4; the S/2 of the SW/4 as depicted on the attached plat.

Section 23

The NE/4 of the NW/4 as depicted on the attached plat.

End of Property description, totaling approximately 742 acres.

Optionor to receive at closing a grant-back of a non-exclusive, 60-foot road easement over portions of Sections 15 and 23, appurtenant to its retained parcels in Sections 10, 11, 12 and 13, to use and maintain a road, subject to Optionee's right at its own expense to relocate those sections of road within the Property, with approval of Optionor, which will not be unreasonably withheld, conditioned or delayed, as represented by the location of each Reserved ROW depicted on the attached plat.

EASEMENT TRACT:

In Township 20 South, Range 1 East, Huntsville Base and Meridian – Shelby County, Alabama

Section 11

A linear right-of-way abutting and running along the south line of the entire section as identified on the attached plat, no less than 60 feet and no more than 150 feet wide, the exact width to be determined during design engineering of a generator tie-line and access road.

Section 12

A linear right-of-way abutting and running along the south line of the SW/4 and continuing east along the south line of the SW/4 of the SE/4 less the railroad ROW, no less than 60 feet and no more than 150 feet wide, the exact width to be determined during design engineering of a generator tie-line and access road.

Optionor agrees to provide up to 10 acres of land to be used for a substation immediately adjacent to the Easement Tract, to be determined during design engineering of a generator tie-in. Optionor acknowledges this acreage may need to be deeded to the transmission utility as required by their large generator interconnection procedures and/or agreement, and Optionor agrees to transfer title to the utility or Optionee, as directed by Optionee through the same or a separate escrow, by statutory warranty deed at the same price per acre as the other parcels sold to Optionee under this Agreement.

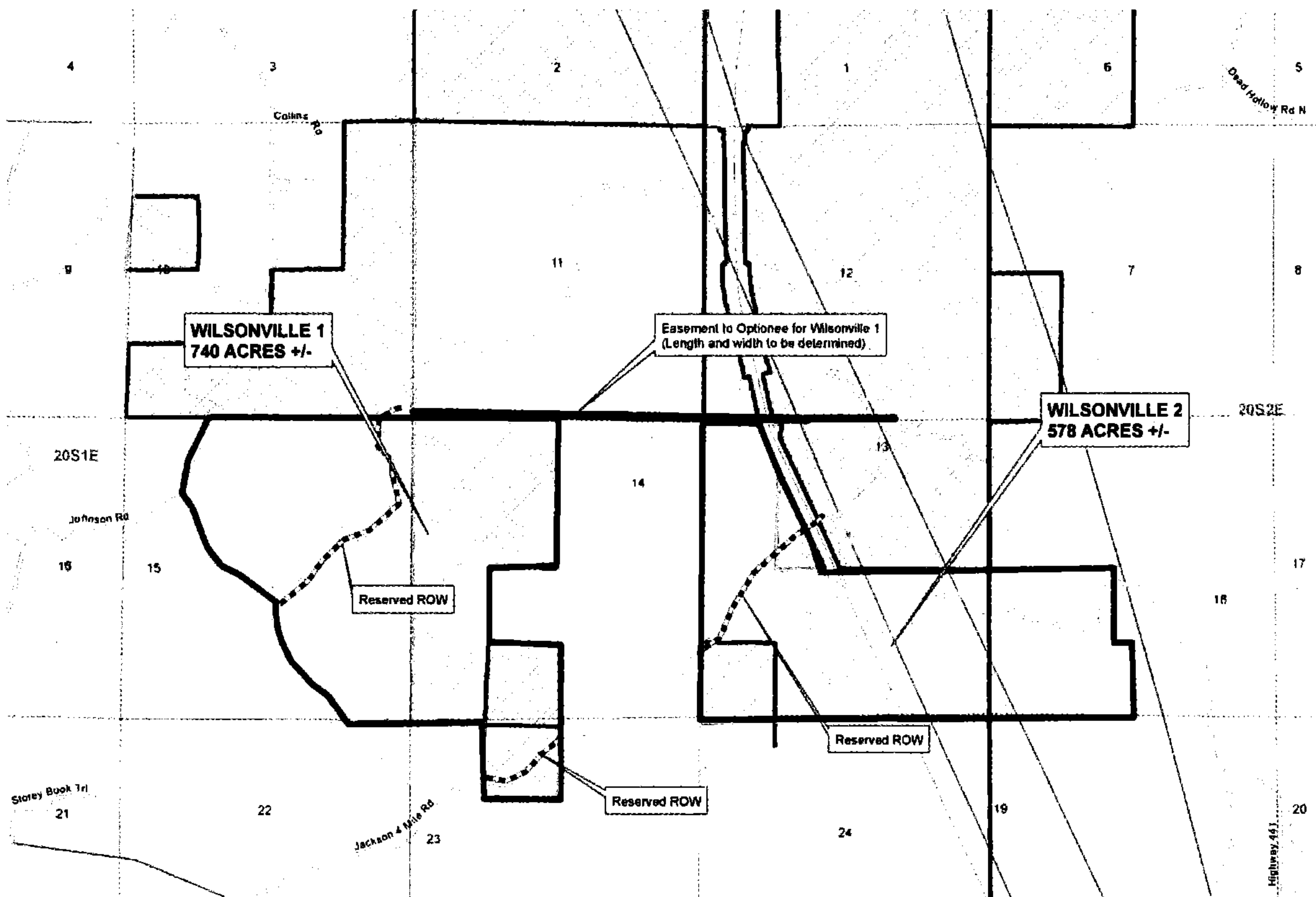
End of Easement Tract description.

It is the intent of both parties to option the property as depicted on the attached plat, whether described correctly or not. The property intended to be optioned is bordered by roads, county roads, railroad ROWs, section lines, quarter section lines and/or quarter quarter section lines. The linear right of way intended to be optioned is the parties' current estimate of the location of a future generator tie line and maintenance road, and they agree to work cooperatively in good faith to revise the location and description to reflect the final location of the generator tie line and maintenance road after design engineering and construction staking for the line and road have been completed in the field, and that final description will be attached to the easement agreement and recorded.

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 and the linear right of way for any grant of easement. Both parties agree the Optionor will retain any rights it currently has to use those roads that border the property to be conveyed, and will grant to Optionee non-exclusive rights to use such roads for no additional consideration where Optionor has the right, power and authority to do so.

EXHIBIT "B"
TO SHORT FORM OF OPTION AGREEMENT

Depiction of the Property



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/12/2019 02:48:33 PM
\$40.00 CHARITY
20191112000420090

Allen S. Bayl