

WHEN RECORDED RETURN TO:

K&L Gates LLP
210 Sixth Avenue
Pittsburgh, PA 15222
Attn: Sabrina R. Rearick

AMENDMENT TO SHORT FORM OF OPTION AGREEMENT

THIS AMENDMENT TO SHORT FORM OF OPTION AGREEMENT (this "Amendment") is made and entered into as of July 20th, 2020 (the "Effective Date") by and between THE WESTERVELT COMPANY, a Delaware corporation ("Optionor") and COLUMBIANA PV II, LLC, a Delaware limited liability company ("Optionee"). Optionor and Optionee may be hereinafter collectively referred to as the "Parties".

RECITALS

A. The Parties entered into that certain Option Agreement dated October 11, 2018 (the "Original Agreement"), as amended by that certain Amendment to Option Agreement dated March 13, 2020 (the "First Amendment", and together with the Original Agreement, collectively, the "Agreement").

B. Record notice of Optionee's rights under the Original Agreement was established by a Short Form of Option Agreement recorded on June 4, 2019, as Instrument No. 20190604000191310, Official Public Records of Shelby County, Alabama (the "Memorandum").

C. The Parties desire to amend the Memorandum to reflect the terms of the First Amendment as more particularly set forth herein.

1. **NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Optionor and Optionee hereby agree as follows:

1. **Recitals/Defined Terms.** The foregoing recitals are incorporated herein by reference. All capitalized terms set forth in this Amendment but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement.

2. **Exhibit A.** Exhibit A to the Memorandum is hereby deleted in its entirety and replaced with Exhibit A attached to this Amendment and incorporated herein. For the avoidance of doubt, the Property shall include, without limitation, that certain access easement 100ft. in width depicted on Exhibit B attached hereto.

3. **Term.** Section 2 of the Memorandum is hereby deleted in its entirety and replaced with the following: "The term of the Option and the Option Agreement shall commence on the Effective Date and expire on March 31, 2023, unless extended pursuant to the terms and conditions set forth in the Option Agreement."

4. **Ratification.** Except as expressly modified and amended by the provisions of this Amendment, all terms, covenants and conditions of the Memorandum shall remain in full force and effect in accordance with their terms.

5. **Miscellaneous.** The Agreement, as amended to date, is incorporate herein by reference as though fully set forth herein, which Agreement and amendments may be found in the files of Optionor or Optionee.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

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

By: [Signature]

Name: James J. King, Jr.

Its: Vice President

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 30th day of July, 2020.

[Signature]

Notary Public

My commission expires: _____

Robert A. Rimer
Notary Public, Alabama State At Large
My Commission Expires April 17, 2023

OPTIONEE:

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

By: _____

Name: John Clifford

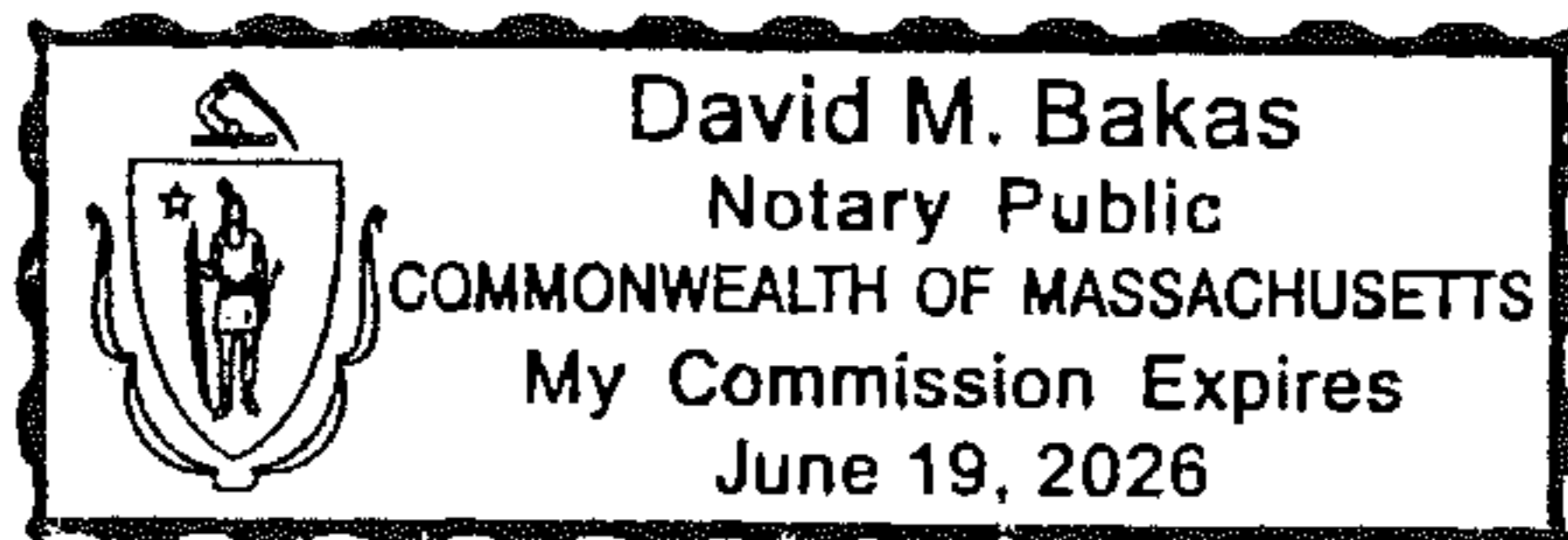
Its: Authorized Signatory

STATE OF MA

COUNTY OF Essex

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 29 day of July, 2020.



Notary Public

My commission expires: June 19, 2026

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The following real property is located in Shelby County, Alabama:

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 (Exhibit B) (the "Plat").

Section 16

A part of the SW/4 of the SW/4 as identified on the attached Plat and 10 acres located in the SE/4 of the NW/4 and the NE/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

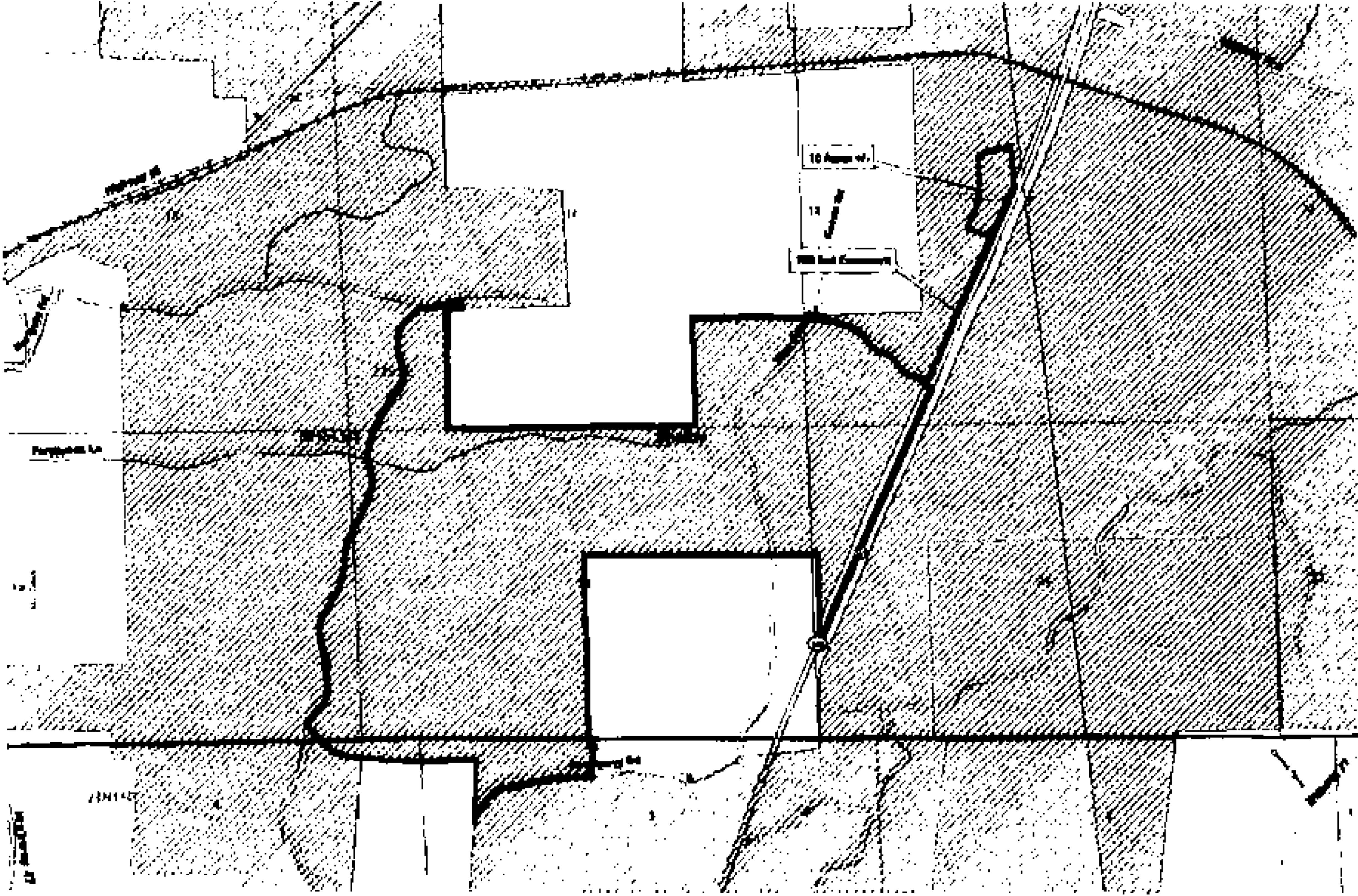
That part of the N2/of the NW/4 as identified on the attached Plat.

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 Optionor will have rights to use those roads that border the property to be conveyed.

EXHIBIT B

APPROXIMATE LOCATION OF THE PROPERTY



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/04/2020 12:39:49 PM
\$37.00 JESSICA
20200804000330500

Allen S. Bayl