

TOWN OF BURKE

SUPERVISOR

(D) Darrel Bushey 625 County Route 29
Phone 483-0345 Burke, N.Y. 12917

TOWN CLERK

(R) Yvonne E. Spinner 83 Spencer Rd.
Phone 483-4015 Burke, N.Y. 12917

TOWN JUSTICES

(R) Joanne Hazen 561 Callahan Rd.
Phone 483-0503 Burke, N.Y. 12917

(R) William A. Tucker 5536 State Route 11
Phone 483-1562 Burke, N.Y. 12917

TOWN COUNCIL

(R) James Otis 981 Co. Rte. 23, PO Box 86
Phone 483-4603 Burke, N.Y. 12917

(R) David Vincent 86 Vincent Road
Phone 483-7990 Malone, N.Y. 12953

(R) William K. Wood 1470 County Route 23
Phone 497-6387 Chateaugay, N.Y. 12920

(R) Everett Johnston 373 County Route 29
Phone 483-6428 Burke, N.Y. 12917

TAX COLLECTOR

(R) Bertha L. Leavitt 5625 State Route 11
Phone 483-1489 Burke, N.Y. 12917

ASSESSOR

(R) Richard Johnston 268 Finney Road
Phone 483-4333 Burke, N.Y. 12917

SUPERINTENDENT OF HIGHWAYS

(R) Thomas Russell P.O. Box 20, 30 Mill St.
Phone 483-1857 Burke, N.Y. 12917

CODE ENFORCEMENT OFFICIAL

James Dumont 992 W. Main St., PO Box 116
Phone 483-6130 Burke, N.Y. 12917

Franklin County
Wanda D. Murtagh
Franklin County Clerk
Malone, NY 12953

Document# 00001548
Volume: 944 Page: 198



Instrument Number: 2007- 00001548

As

Recorded On: April 03, 2007

Memorandum of Option Agreement

Parties: WOOD HAMILTON F

To

BURKE WIND POWER LLC

Billable Pages: 9

Recorded By: ETNA

Num Of Pages: 10

Comment:

**** Examined and Charged as Follows: ****

Easement	62.50	TP-584		5.00		
Recording Charge:	67.50					
	Amount	Consideration Amount	RS#/CS#			
Tax Transfer	38.00	9,466.80	TT 1556	Basic	0.00	
VARIOUS				Additional	0.00	Special Additional 0.00
					Transfer	38.00
Tax Charge:	38.00					

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Franklin County,

File Information:

Document Number: 2007- 00001548
Receipt Number: 26838
Recorded Date/Time: April 03, 2007 08:54:34A
Book-Vol/Pg: Bk-DE VI-944 Pg-198
Cashier / Station: K C / Cash Station 1

Record and Return To:

BURKE WIND POWER LLC
TO BE PICKED UP BY JOHN DOWD
HOUSTON TX 77002



Wanda D Murtagh
Wanda D Murtagh
Franklin County Clerk

WHEN RECORDED MAIL TO:

Burke Wind Power, LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel.

MEMORANDUM OF OPTION AGREEMENT

THIS MEMORANDUM OF OPTION AGREEMENT (this "Memorandum") is made and entered into as of December 2006 (the "Effective Date") by and between Hamilton F. Wood & William K. Wood, (Father & Son, co-owners) residing at 1400 County Route 23, Chateaugay, NY 12920 (the "Owner") and Burke Wind Power, LLC, a Delaware limited liability company, having an office at 808 Travis, Suite 700, Houston, Texas 77002 ("Optionee").

RECITALS

- A. Owner is the owner of certain real property in Franklin County, New York, more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").
- B. Optionee desires to acquire the right (but not the obligation) to lease the Property, and Owner desire to grant such option to Optionee. To that end, Optionee and Owner have entered in an unrecorded Option Agreement contemporaneously herewith (the "Option Agreement") effective as the Effective Date.
- C. Optionee and Owner desire to execute this Memorandum 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 Owner, the receipt and sufficiency of which are hereby acknowledged, Owner and Optionee hereby agree as follows:

- 1. Grant. Owner hereby irrevocably and unconditionally grants, bargains, sells and conveys to Optionee the exclusive right and option (the "Option") to lease all of the real property described on Exhibit A attached hereto and made a part hereof (the "Property") in accordance with the terms and conditions of 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 five years expiring on the fifth anniversary of the

3-21-06

62⁵⁰
3
38
105⁵⁰

Effective Date, unless extended or earlier terminated in accordance with the terms of the Option Agreement.

3. Other Provisions. The Option Agreement also contains various other covenants, obligations and rights of Optionee and Owner, including, without limitation, (i) the terms and conditions of the Lease, (ii) the encumbrance, assignment or subletting of the rights of Optionee under the Option Agreement and the Property and (iii) provisions relating to consideration for the Option.

4. Purpose of this Memorandum. The conditions, terms and covenants of the Option Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum 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 Memorandum and the Option Agreement, the Option Agreement shall control.

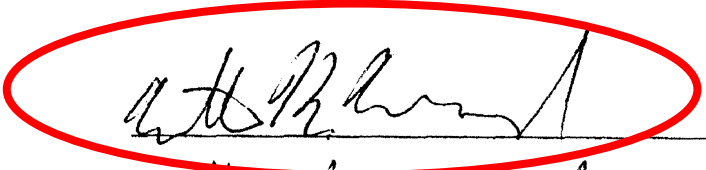
5. Counterparts. This Memorandum may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

6. Successors and Assigns. The Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to this Memorandum 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 Owner 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 TO FOLLOW ON NEXT PAGE

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

OWNER:

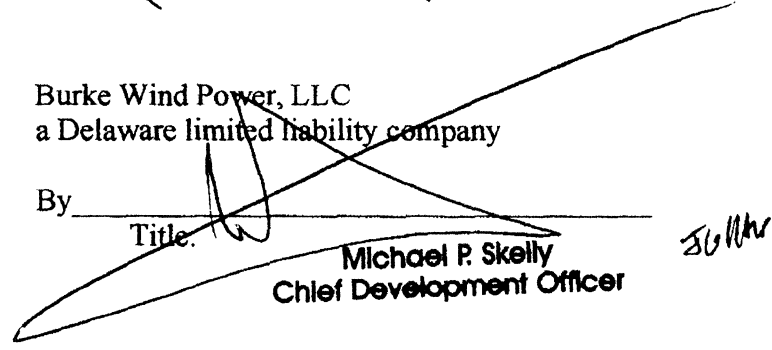


Hamilton F. Wood

OPTIONEE:

Burke Wind Power, LLC
a Delaware limited liability company

By _____
Title _____


Michael P. Skelly
Chief Development Officer

SKelly

ACKNOWLEDGMENTS

STATE OF New York)
COUNTY OF Franklin) ss.:

On the 8th day of December, in the year 2006 before me, the undersigned, a notary public in and for said State, personally appeared William K. Wood

personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose names (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 on behalf of which the individual (s) acted, executed the instrument.

Bridget L. Bombard
Notary Public
My Commission Expires 10/6/07

BRIDGET L. BOMBARD
Notary Public, State of New York
Qualified in Franklin County
Reg. No. 01806099884
My Commission Expires Oct. 6, 2007

STATE OF New York)
COUNTY OF Franklin) ss.:

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