OPTION AGREEMENT

This OPTION AGREEMENT (the "**Agreement**") is entered into and made effective as of the ___ day of _____, 200__ (the "**Effective Date**") between **BP Wind Energy North America Inc**, a Virginia corporation (including its successors and assigns, "**Optionee**") and collectively, including their successors and assigns, "**Owner**").

RECITALS

WHEREAS, Owner is the titleholder in fee simple of the land described in **Exhibit A** attached hereto containing acres, more or less, (the "**Property**"); and

WHEREAS, Optionee desires to acquire an option to purchase a wind energy easement in, over, under and across the Property under the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration and the mutual promises and covenants herein contained, the receipt and adequacy of which is hereby acknowledged, it is mutually covenanted and agreed by the parties hereto as follows:

1. Grant of Option. Subject to and on the terms and conditions of this Agreement, Owner hereby grants to Optionee an option (the "**Option**") to purchase an exclusive easement on, along, over, under and across the Property in accordance with the terms and conditions of the Wind Energy and Easement Agreement attached hereto as **Exhibit B** (the "**Easement Agreement**").

2. Term and Option Fees.

(a) Subject to paragraphs 2(b) and 2(d) below, the Option shall continue in full force and effect for a period of five (5) years from the Effective Date (the "**Option Period**").

(b) Unless the Option has been earlier exercised by Optionee, Optionee shall make annual payments to Owner in the amount of (i) Five and No/100 Dollars ($5.00) per acre of the Property or (ii) One Thousand and No/100 Dollars ($1,000.00), whichever is greater (the "**Option Fee**"). The Option Fee shall be due and payable within thirty (30) days following the Effective Date or the anniversary of the Effective Date, as applicable. In the event Optionee fails to pay any Option Fee within the time periods as provided above for a period of sixty (60) days after written notice to Optionee of such failure, Owner may terminate this Agreement upon written notice to Optionee within ten (10) days after the expiration of such sixty (60)-day period.

(c) If Optionee installs one or more Met Stations (as defined in Section 5 below) on the Property during the Option Period, Optionee shall pay, in addition to the Option Fee, a fee of Five Hundred and No/100 Dollars ($500.00) per Met Station per year during the Option Period while the Met Station is installed (the "**Met Station Fee**"). The Met Station Fee will be paid annually and within thirty (30) days after the end of each calendar year during the Option Period, beginning with the year in which the Met Station is installed, prorated for any partial year.

(d) Optionee may terminate this Agreement, as to all or any part of the Property, without fee, upon written notice to Owner.

3. Execution of Documents; Exercise of Option.

(a) Concurrently with the execution and delivery of this Agreement, Owner shall execute and deliver: (i) the Memorandum of Option Agreement attached hereto as **Exhibit C** (the "**Memorandum of Option**"), (ii) the Easement Agreement attached hereto as **Exhibit B**, and (iii) the Memorandum of Easement Agreement attached hereto as **Exhibit D** (the "**Memorandum of Easement**").

(b) Optionee may exercise the Option at any time during the Option Period by (i) recording the Memorandum of Easement in the Real Property Records of the County in which the Property is located, and (ii) delivering a payment to Owner in the amount of Five Hundred and No/00 Dollars ($500.00) (the "**Easement Payment**") in immediately available funds. Prior to recording the Memorandum of Easement, Optionee shall have the right to attach a legal description of the portion of the Property covered by the Easement Agreement prepared by Optionee's surveyor as an exhibit to both the Easement Agreement and the Memorandum of Easement. Optionee shall deliver to Owner a copy of the fully-executed Easement Agreement and a copy of the recorded Memorandum of Easement. Upon the recordation of the Memorandum of Easement and the delivery of the Easement Payment, all of the easements, rights and other provisions of the Easement Agreement shall become immediately effective and binding upon the Property, Owner, and Optionee without any further act or action of either party.

4. No Brokers. Neither party has dealt with any Broker concerning this Agreement and neither party shall be liable for any Broker's fees due pursuant to this Agreement.

5. Access to the Property. From the Effective Date and continuing throughout the Option Period, Optionee and its contractors, agents, representatives and employees (collectively, the "**Optionee Parties**") shall have reasonable access to the Property for the purposes of Optionee's due diligence investigation (the "**Due Diligence Investigation**"), which may include tests, surveys, and examinations (including environmental surveys and audits and engineering and soil tests of the Property) as Optionee shall deem necessary to satisfy itself as to the suitability of the Property for use in the generation, transmission and distribution of wind power electrical energy. In connection with Optionee's Due Diligence Investigation, Optionee shall have the right to install towers, sensors and data logging electronics on the Property for the sole purpose of collecting meteorological data (each, a "**Met Station**"). All data, information and related work product obtained and created by the Optionee Parties in connection with its Due Diligence Investigation on the Property shall be the sole property of Optionee, and Owner shall have no right to such data and information. Prior to any entry onto or inspection of the Property, Optionee shall notify Owner of its intention to enter the Property. The Optionee Parties shall conduct all Due Diligence Investigation during normal business hours, in good faith and with due diligence and in a professional, sensitive and confidential manner which minimizes interference with the operation of the Property. All inspection fees, appraisal fees, engineering fees and other expenses of any kind incurred by Optionee relating to the inspection of the Property will be solely Optionee's expense. Owner shall cooperate with the Optionee Parties, and shall use its best efforts to cause all of Owner's representatives, agents, tenants, employees, and contractors to cooperate with the Optionee Parties, in all reasonable respects in connection with such Due Diligence Investigation.

6. Owner's Representations. Owner is the sole owner of the Property and holds fee simple title to the Property. Owner has the unrestricted right and authority and has taken all necessary action to authorize Owner to execute this Agreement and to grant to Optionee the rights granted hereunder. To Owner's best knowledge, there are no hazardous substances on or under the Property. Owner is not aware that hazardous substances have been stored, handled, disposed of or released on or about the Property.

7. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, and permitted

assigns. The parties intend that this Agreement create a valid and present interest in the Property in favor of Optionee and therefore this Agreement shall be deemed an interest in and encumbrance upon the Property which shall run with the land. Optionee may assign all or part of its interests in this Agreement to one or more assignees or subassignees without the consent of Owner.

8. Encumbrance of Option; Required Notices to Lenders.

(a) Optionee may at any time mortgage to any entity (herein, a "**Lender**") all or any part of Optionee's interest under this Agreement and the rights created by this Agreement without the consent of Owner.

(b) Should Optionee mortgage any of its interest as provided in (a) above, Optionee and Owner expressly agree between themselves and for the benefit of any Lenders of which Owner has been given written notice, as follows:

(i)They will not modify or cancel this Agreement without the prior written consent of the Lenders, which consent shall not be unreasonably withheld or delayed.

(ii)The Lenders shall have the right to do any act or thing required to be performed by Optionee under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or forfeiture of any of Optionee's rights under this Agreement as if done by Optionee itself.

(iii)No default that requires the giving of notice to Optionee shall be effective unless a like notice is given to all Lenders. If Owner shall become entitled to terminate this Agreement due to an uncured default by Optionee, Owner will not terminate this Agreement unless it has first given written notice of such uncured default and of its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) additional days to cure the default to prevent such termination of this Agreement (or such longer period as may be required). Furthermore, if within such period a Lender notifies Owner that it must foreclose on Optionee's interest or otherwise take possession of Optionee's interest under this Agreement in order to cure the default, Owner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Optionee's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Optionee. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

(iv)In case of the termination of this Agreement as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Optionee, Owner shall give prompt notice to the Lenders. Owner shall, upon written request of the first priority Lender, made within forty (40) days after notice to such Lender, enter into a new option agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new option agreement shall be effective as of the date of the termination of this Agreement by reason of default by Optionee, upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new option agreement the Lender shall (i) pay Owner any amounts which are due Owner from Optionee, (ii) pay Owner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of the termination of this Agreement to the date of the new option agreement, and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Agreement to be performed

by Optionee to the extent that Optionee failed to perform the same prior to the execution and delivery of the new option agreement.

9. Estoppel Certificates, etc. Owner shall execute such estoppel certificates (certifying as to such matters as Optionee may reasonably request, including that no default then exists under this Agreement, if such be the case) and/or non disturbance agreements (respecting other property as to which Owner or its affiliates may have lease, use or other rights) as Optionee or any Lender may reasonably request from time to time. Owner shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Optionee or any Lender for the purpose of implementing the terms and conditions contained in this Agreement or of preserving a Lender's security interest, at no out-of-pocket cost to Owner.

10. Separability. Optionee may use the Option in connection with a single project or Optionee may divide the Option between two or more separate collections of associated windpower facilities to be constructed, installed and/or operated on the Property and/or on other lands in the general vicinity of the Property by or on behalf of Optionee or an affiliate thereof as an integrated energy generating and delivery system. If Optionee elects to so divide the Option between two or more projects, then Owner shall, within twenty (20) days after request from Optionee, and without demanding any additional consideration, bifurcate this Agreement by entering into and delivering to Optionee two or more stand-alone new option agreements (which shall supersede and replace this Agreement) that provide Optionee with separate options in different portions of the Property, as designated by Optionee. Each such new option agreement shall: (a) specify the portion(s) of the Property to be covered thereby, (b) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Optionee or any other person or entity prior to the execution of such new agreements, and except for any modifications that may be required to ensure that each party's combined obligations under such new agreements do not exceed such party's obligations under this Agreement) and be in a form reasonably acceptable to Optionee; (c) be for a term equal to the remaining term of this Agreement; and (d) enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Property. Further, notwithstanding any other provision of this Agreement, (i) in the event of any uncured default under any such new option agreement, such event of default shall not affect, or cause a termination of, any other such new option agreement or any rights or interests granted under any other such new option agreement, (ii) in the event of a termination of any such new option agreement, the remaining new option agreements and all rights granted therein, including all options affecting any portions of the Property, shall remain in full force and effect without any further compensation due Owner and (iii) the options granted by any such new option agreements may be exercised by Optionee without affecting any other option agreements, and the options granted by such other new option agreements shall continue in full force and effect.

11. Confidentiality. Owner shall maintain in confidence all information pertaining to the financial terms of or payments under this Agreement, Optionee's site design, methods of construction or operation, power production or availability of windpower facilities, and the like, whether disclosed by Optionee or discovered by Owner, in each case unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents, or (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity. Owner shall not publish or otherwise disclose such information to others except to accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; buyers of the Property; lenders that have a security interest in the Property; or family members who agree to keep such information confidential. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. Written Modification Only. This Agreement may be modified only in writing and signed by both parties.

13. Notices. All notices, requests and communications required or permitted by this Agreement shall be given in writing or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Owner:	If to Optionee:
	BP Wind Energy North America, Inc. Attn: Land Manager
Bluefield, VA 24605	700 Louisiana Street, 33rd Floor Houston, TX 77002 Phone: (713) 354-2130 Fax: (713) 354-2120

However, the parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the continental United States by at least three (3) days' written notice to the other party as herein provided.

14. Severability. If any terms or provision of this agreement are deemed to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby.

15. Memorandum. Neither Owner nor Optionee shall record this Agreement. The parties agree that the Memorandum of Option shall be recorded in the Real Property Records of the County in which the Property is located.

16. Entire Agreement. This Agreement supersedes and replaces all prior agreements and understandings, whether oral or in writing, and may only be modified in a separate writing signed by both parties.

17. Jurisdiction. This agreement shall be governed by, and construed and enforced under, the laws of the State of Virginia, excluding the choice of law provisions thereof.

[*Signature page follows*]