

SUPPLEMENT TO
ASSIGNMENT AND ASSUMPTION AGREEMENT
(O'Donnell ISD)

This Supplement to Assignment and Assumption Agreement ("Supplemental Assignment") is entered into and effective October 16, 2012 by and between Wind Tex Energy-Stephens, LLC, a Texas limited liability company ("Wind Tex-Stephens") and Stephens Ranch Wind Energy, LLC, a Delaware limited liability company ("Project Company").

RECITALS

1. Wind Tex-Stephens and its affiliates are developing a wind energy conversion facility approximately 340 MW in size in Borden and Lynn Counties, Texas.
2. Wind Tex-Stephens is party to an Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes with O'Donnell Independent School District ("O'Donnell") dated November 14, 2011 (the "Original O'Donnell Agreement").
3. Pursuant to an Asset Purchase Agreement dated December 8, 2011 ("APA"), Wind Tex-Stephens and certain of its affiliates sold to Cirrus Wind 1, LLC, a Texas limited liability company ("CW1") certain lease rights, interconnection rights, study results and other assets owned by Wind Tex-Stephens and its affiliates so that CW1 could develop a wind conversion facility approximately 61.2 MW in size (the "Cirrus Project").
4. Pursuant to an Assignment and Assumption Agreement dated December 8, 2011 by and between Wind Tex-Stephens and CW1 (the "CW1 Assignment"), Wind Tex-Stephens assigned to CW1 all its rights, title and interest in, under and to the O'Donnell Agreement associated with the Cirrus Project and CW1 assumed and agreed to perform and pay all the terms, covenants, obligations, liabilities and conditions of Wind Tex-Stephens under the O'Donnell Agreement associated with the Cirrus Project existing on December 8, 2011 subject to certain exceptions set forth in the CW1 Assignment.
5. On December 8, 2011, Wind Tex-Stephens issued that certain Notice of Partial Assignment (the "Notice") and O'Donnell acknowledged receipt of the Notice and accepted CW1 as assignee (the "Acknowledgment").
6. Pursuant to a Purchase and Sale Agreement dated March 26, 2012 by and among Steven K. DeWolf, Tammy DeWolf, Robert E. Erwin, Wind Tex-Stephens and Mesa – Stephens Ranch, LLC (the "PSA"), affiliates of Wind Tex-Stephens sold to Mesa – Stephens Ranch, LLC 100% of the membership interests in Wind Tex-Stephens.
7. To complete the obligations of certain of its affiliates under the PSA, Wind Tex-Stephens executed that certain Assignment and Assumption Agreement dated March 26, 2012 (the "Original Assignment") pursuant to which Wind Tex-Stephens assigned all of its rights and obligations under the Original O'Donnell Agreement to the Project Company.

8. The parties to the Original O'Donnell Agreement have executed an Amended Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes dated _____, 2012 (the "Amended O'Donnell Agreement").

9. Wind Tex-Stephens and the Project Company wish to supplement the Original Assignment to confirm that all of Wind Tex-Stephens' rights and obligations under the Amended O'Donnell Agreement are assigned to and assumed by the Project Company.

NOW, THEREFORE, in consideration of the above premises, the mutual promises set forth below, and other good and valuable consideration, the receipt of which is acknowledged, Wind Tex-Stephens and the Project Company agree as follows:

AGREEMENT

ARTICLE I — DEFINITIONS

Capitalized terms used in this Supplemental Assignment shall have the meanings given to them in the PSA or the Amended O'Donnell Agreement, as applicable, unless otherwise specifically defined in this Supplemental Assignment.

ARTICLE II — ASSIGNMENT

2.1 Assignment. Subject to the terms of this Supplemental Assignment and the PSA, Wind Tex-Stephens conveys, assigns, transfers, sells, and grants to the Project Company all of Wind Tex-Stephens's rights, title and interest in, under and to the Amended O'Donnell Agreement effective _____, 2012 (the "Effective Date").

2.2 Assumption. Subject to the execution and delivery of this Supplemental Assignment, the Project Company assumes and agrees to perform and pay all the terms, covenants, obligations, liabilities and conditions of Wind Tex-Stephens under the Amended O'Donnell Agreement associated with the Project accruing or arising on or after the Effective Date; provided, however, that the Project Company is not assuming any such covenants, obligations, liabilities and conditions of Wind Tex-Stephens under the Original O'Donnell Agreement or the Amended O'Donnell Agreement associated with the Cirrus Project or any obligations of Wind Tex-Stephens pursuant to the CW1 Assignment.

ARTICLE III — WARRANTIES AND REPRESENTATIONS; CONSENT

3.1 Wind Tex-Stephens. Wind Tex-Stephens represents that the copies of the Amended O'Donnell Agreement, the Notice and the Acknowledgment provided by Wind Tex-Stephens to the Project Company and Mesa – Stephens Ranch, LLC are complete and accurate, and there are no amendments, modifications, waivers or other changes to any of the terms of either agreement that have not been disclosed to the Project Company and Mesa – Stephens Ranch, LLC.

3.2 Consent. Section 8.4 of the Amended O'Donnell Agreement provides that assignment by Wind Tex-Stephens is permitted to a new owner of all or a portion of Wind Tex-Stephens' Qualified Property or Qualified Investment, as defined in the Amended O'Donnell

Agreement, subject to Wind Tex-Stephens providing written notice of such assignment to O'Donnell and others with all the relevant information required by Section 8.4. Wind Tex-Stephens agrees to provide notice to O'Donnell and other parties listed in Section 8.4 of the Amended O'Donnell Agreement as soon as possible after execution of this Supplemental Assignment. The Project Company will provide any information to Wind Tex-Stephens needed to complete the required notice.

ARTICLE IV — MISCELLANEOUS

4.1 No Assignment. The rights and obligations of this Supplemental Assignment may not be assigned or transferred by a party without the prior written consent of the other party. All assignments of rights are prohibited, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner and, in the case of a merger, include any merger in which a party participates, regardless of whether it is the surviving or disappearing entity. No party may delegate any performance under this Supplemental Assignment. Any purported assignment of this Supplemental Assignment in the absence of the required consent shall be void.

4.2 Notices. Any notice, demand, request or communication required or authorized by this Supplemental Assignment shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

Wind Tex Energy-Stephens, LLC
Attn: Steven K. DeWolf
10000 North Central Expressway Suite 900
Dallas, TX 75231
Tel: (214) 954-9540
Fax: (214) 954-9541

with a copy to:

Jeffrey Fink, Esq.
Apple & Fink, LLP
735 Plaza Boulevard, Suite 200
Coppell, TX 75019
Tel: (972) 315-1900
Fax: (972) 315-1955

on behalf of Wind Tex-Stephens; and

Stephens Ranch Wind Energy, LLC
Attention: Cole Robertson
8117 Preston Road, Suite 260
Dallas, Texas 75225
Tel: (214) 265-4165
Fax: (214) 750-9773

with a copy to:

Locke Lord LLP
2200 Ross Ave., Suite 2200
Dallas, Texas 75201
Telephone: (214) 740-8433
Fax: (214) 756-8433
Attention: Billie J. Ellis, Jr.

on behalf of the Project Company

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Delivery of any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or US mail.

4.3 Captions. All titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the meaning of the contents or scope of this Supplemental Assignment.

4.4 No Third-Party Beneficiary. No provision of this Supplemental Assignment is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under this Supplemental Assignment, or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

4.5 Integration; Amendment. This Supplemental Assignment constitutes the entire agreement between the parties relating to the transaction described herein and supersedes any and all prior oral or written understandings. No amendment, addition to, or modification of any provision hereof shall be binding upon the parties, and neither party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable party or parties.

4.6 Governing Law. This Supplemental Assignment is made in the State of Texas and shall be interpreted and governed by the laws of the State of Texas without regard to its conflict of laws principles, and/or the laws of the United States, as applicable.

4.7 Severability. Should any provision of this Supplemental Assignment be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of this Supplemental Assignment shall not be affected and shall continue in force. The parties will, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Supplemental Assignment as a whole.

4.8 Cooperation. The parties agree to reasonably cooperate with each other in the implementation and performance of this Supplemental Assignment. Such duty to cooperate shall not require any party to act in a manner inconsistent with its rights under this Supplemental Assignment.

4.9 Counterparts. This Supplemental Assignment may be signed in any number of counterparts, and by the parties in separate counterparts, and each such counterpart shall represent a fully executed original as if signed by all parties, with all such counterparties together consisting one instrument. Signatures delivered by facsimile or electronically shall be considered to have been delivered upon receipt by each party and such delivery shall be effective as though originals were so delivered and received.

(SIGNATURE PAGES TO FOLLOW)

Dated: October 16, 2012

WIND TEX ENERGY-STEPHENS, LLC,
a Texas limited liability company

By: [Signature]

Its: Principal

Dated: October 22, 2012

STEPHENS RANCH WIND ENERGY, LLC,
a Delaware limited liability company

By: [Signature]

Its: Authorized Signatory