



Chapter 313 Annual Eligibility Report Form

Economic Development
and Analysis
Form 50-772-A

SECTION 1: Applicant and District Information

1. Tax year covered by this report: _____

NOTE: This report must be completed and submitted to the school district by May 15 of every year using information from the previous tax (calendar) year.

2. Application number: _____

NOTE: You can find your application number and all agreement documents and reports on the website www.texasahead.org/tax_programs/chapter313/applicants

3. Name of school district: _____

4. Name of project on original application (or short description of facility): _____

5. Name of applicant on original application: _____

6. Name the company entering into original agreement with district: _____

7. Amount of limitation at time of application approval: _____

8. If you are one of two or more companies originally applying for a limitation, list all other applicants here and describe their relationships.
(Use attachments if necessary.)

SECTION 2: Current Agreement Information

1. Name of current agreement holder(s) _____

2. Complete mailing address of current agreement holder _____

3. Company contact person for agreement holder (same as signatory for this form):

Name Title

Phone Email

4. Texas franchise tax ID number of current agreement holder: _____

5. If the current agreement holder does not report under the franchise tax law, please include name and tax ID of reporting entity:

Name Tax ID

6. If the authorized company representative is different from the contact person listed above, complete the following:

Name Title

Complete Mailing Address

Phone Email

7. If you are a current agreement holder who was not an original applicant, please list all other current agreement holders. Please describe the chain of ownership from the original applicant to the new entities. (Use attachments if necessary.)

SECTION 3: Applicant Eligibility Information

- 1. Does the business entity have the right to transact business with respect to Tax Code, Chapter 171? (Attach printout from Comptroller Web site: <http://www.window.state.tx.us/taxinfo/coasintr.html>) Yes No
- 2. Is the business entity current on all taxes due to the State of Texas? Yes No
- 3. Is the business activity of the project an eligible business activity under Section 313.024(b)? Yes No

3a. Please identify business activity: _____

SECTION 4: Qualified Property Information

- 1. Market value from previous tax year: \$ _____
- 2. I&S taxable value from previous tax year: \$ _____
- 3. M&O taxable value from previous tax year: \$ _____

SECTION 5A: Wage and Employment Information for Applications Prior to Jan. 1, 2014 (#1 Through 999)

ONLY COMPLETE THE WAGE SECTION (5A or 5B) THAT APPLIES TO YOUR APPLICATION. You can find your application number on the website at www.texasahead.org/tax_programs/chapter313/applicants.

NOTE: All statutory references in Section 5A are for statute as it existed prior to Jan. 1, 2014. For job definitions see TAC §9.1051(14) and Tax Code, §313.021(3). If the agreement includes a definition of “new job” other than TAC §9.1051(14)(C), then please provide the definition “new job” as used in the agreement. Notwithstanding any waiver by the district of the requirement for the creation of a minimum number of new jobs, or any other job commitment in the agreement, Tax Code §313.024(d) requires that 80 percent of all new jobs be qualifying jobs.

- 1. How many new jobs were based on the qualified property in the year covered by this report? (See note above) _____
- 2. What is the number of new jobs required for a project in this school district according to §313.021(2)(A)(iv)(b), §313.051(b), as appropriate? _____
- 3. Did the applicant request that the governing body waive the minimum job requirement, as provided under Tax Code §313.025(f-1)? Yes No

3a. If yes, how many new jobs must the approved applicant create under the waiver? _____

- 4. Calculate 80 percent of new jobs (0.80 x number of new jobs based on the qualified property in the year covered by this report.) _____
- 5. What is the minimum required annual wage for each qualifying job in the year covered by the report? \$ _____
- 6. Identify which of the four Tax Code sections is used to determine the wage standard required by the agreement:
 §313.021(5)(A) or §313.021(5)(B) or §313.021(3)(E)(ii) or §313.051(b)

6a. Attach calculations and cite exact Texas Workforce Commission data source as defined in TAC §9.1051.

- 7. Does the agreement require the applicant to provide a specified number of jobs at a specified wage? Yes No
 - 7a. If yes, how many qualifying jobs did the approved applicant commit to create in the year covered by the report? _____
 - 7b. If yes, what annual wage did the approved applicant commit to pay in the year covered by the report? \$ _____
 - 7c. If yes, how many qualifying jobs were created at the specified wage in the year covered by the report? _____

- 8. How many qualifying jobs (employees of this entity and employees of a contractor with this entity) were based on the qualified property in the year covered by the report? _____
 - 8a. Of the qualifying job-holders last year, how many were employees of the approved applicant? _____
 - 8b. Of the qualifying job-holders last year, how many were employees of an entity contracting with the approved applicant? _____
 - 8c. If any qualifying job-holders were employees of an entity contracting with the applicant, does the approved applicant or assignee have documentation from the contractor supporting the conclusion that those jobs are qualifying jobs? Yes No N/A

SECTION 5B: Wage and Employment Information for Applications After Jan. 1, 2014 (#1000 and Above)

ONLY COMPLETE THE WAGE SECTION (5A or 5B) THAT APPLIES TO YOUR APPLICATION. You can find your application number on the website at www.texasahead.org/tax_programs/chapter313/applicants.

NOTE: For job definitions see TAC §9.1051(14) and Tax Code, §313.021(3).

QUALIFYING JOBS

1. What is the number of new qualifying jobs the applicant committed to create in the year covered by this report? _____
2. Did the applicant request that the governing body waive the minimum qualifying job requirement, as provided under Tax Code §313.025(f-1)? Yes No
 - 2a. If yes, how many new qualifying jobs must the approved applicant create under the waiver? _____
3. Which Tax Code section are you using to determine the wage standard required for this project? §313.021(5)(A) or §313.021(5)(B)
 - 3a. Attach calculations and cite exact Texas Workforce Commission data sources as defined in TAC §9.1051.
4. What is the minimum required annual wage for each qualifying job in the year covered by this report? \$ _____
5. What is the annual wage the applicant committed to pay for each of the qualifying jobs in the year covered by this report? \$ _____
6. Do the qualifying jobs meet all minimum requirements set out in Tax Code §313.021(3)? Yes No

NON-QUALIFYING JOBS

7. What is the number of non-qualifying jobs the applicant had on Dec. 31 of the year covered by this report? _____
8. What was the average wage you were paying for non-qualifying jobs on Dec. 31 of the year covered by this report? . . \$ _____
9. What is the county average weekly wage for non-qualifying jobs, as defined in TAC §9.1051? \$ _____

MISCELLANEOUS

10. Did the applicant rely on a determination by the Texas Workforce Commission under the provisions §313.024(3)(F) in meeting the qualifying job requirements? Yes No
 - 10a. If yes, attach supporting documentation to evidence that the requirements of §313.021(3)(F) were met.
11. Are you part of a Single Unified Project (SUP) and relying on the provisions in Tax Code §313.024(d-2) to meet the qualifying job requirements? Yes No
 - 11a. If yes, attach supporting documentation from the Texas Economic Development and Tourism Office including a list of the other school district(s) and the qualifying jobs located in each.

SECTION 6: Qualified Investment During Qualified Time Period

ENTITIES ARE NOT REQUIRED TO COMPLETE THIS SECTION IF THE YEAR COVERED BY THE REPORT IS AFTER THE QUALIFYING TIME PERIOD OF THEIR AGREEMENT.

1. What is the qualified investment expended by this entity from the beginning of the qualifying time period through the end of the year covered by this report? \$ _____
2. Was any of the land classified as qualified investment? Yes No
3. Was any of the qualified Investment leased under a capitalized lease? Yes No
4. Was any of the qualified Investment leased under an operating lease? Yes No
5. Was any property not owned by the applicant part of the qualified investment? Yes No

SECTION 7: Partial Interest

THE FOLLOWING QUESTIONS MUST BE ANSWERED BY ENTITIES HAVING A PARTIAL INTEREST IN AN AGREEMENT. For limitation agreements where there are multiple company entities that receive a part of the limitation provided by the agreement: 1) each business entity not having a full interest in the agreement should complete a separate form for their proportionate share of required employment and investment information; and, 2) separately, the school district is required to complete an Annual Eligibility Report that provides for each question in this form a sum of the individual answers from reports submitted by each entity so that there is a cumulative Annual Eligibility Report reflecting the entire agreement.

- 1. What was your limitation amount (or portion of original limitation amount) during the year covered by this report? . . . _____
- 2. Please describe your interest in the agreement and identify all the documents creating that interest.

SECTION 8: Approval

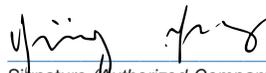
"I am the authorized representative for the Company submitting this Annual Eligibility Report. I understand that this Report is a government record as defined in Chapter 37 of the Texas Penal Code. The information I am providing on this Report is true and correct to the best of my knowledge and belief."

**print
here** ➔

Print Name (Authorized Company Representative)

Title

**sign
here** ➔



Signature (Authorized Company Representative)

Date

**print
here** ➔

Print Name of Preparer (Person Who Completed the Form)



Franchise Tax Account Status

As of: 05/01/2014 03:01:24 PM

This Page is Not Sufficient for Filings with the Secretary of State

CIRRUS WIND 1, LLC	
Texas Taxpayer Number	32045636357
Mailing Address	2208 AVENUE P APT 4 TAHOKA, TX 79373-4113
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	11/14/2011
Texas SOS File Number	0801507452
Registered Agent Name	YINING JASON YANG
Registered Office Street Address	2208 AVENUE P, SUITE 4 TAHOKA, TX 79373



Franchise Tax Account Status

As of: 05/01/2014 02:14:09 PM

This Page is Not Sufficient for Filings with the Secretary of State

STEPHENS RANCH WIND ENERGY, LLC	
Texas Taxpayer Number	12619006286
Mailing Address	8129 SAN FERNANDO WAY DALLAS, TX 75218-4435
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	02/14/2008
Texas SOS File Number	0800937617
Registered Agent Name	STEVEN K DEWOLF
Registered Office Street Address	8129 SAN FERNANDO WAY DALLAS, TX 75218

**2010 Manufacturing Wages by Council of Government Region
Wages for All Occupations**

COG	Wages	
	Hourly	Annual
Texas		
1. Panhandle Regional Planning Commission	\$18.60	\$38,683
2. South Plains Association of Governments	\$16.21	\$33,717
3. NORTEX Regional Planning Commission	\$18.34	\$38,153
4. North Central Texas Council of Governments	\$23.45	\$48,777
5. Ark-Tex Council of Governments	\$15.49	\$32,224
6. East Texas Council of Governments	\$17.63	\$36,672
7. West Central Texas Council of Governments	\$17.48	\$36,352
8. Rio Grande Council of Governments	\$15.71	\$32,683
9. Permian Basin Regional Planning Commission	\$19.90	\$41,398
10. Concho Valley Council of Governments	\$15.33	\$31,891
11. Heart of Texas Council of Governments	\$17.91	\$37,257
12. Capital Area Council of Governments	\$25.37	\$52,778
13. Brazos Valley Council of Governments	\$15.24	\$31,705
14. Deep East Texas Council of Governments	\$15.71	\$32,682
15. South East Texas Regional Planning Commission	\$27.56	\$57,333
16. Houston-Galveston Area Council	\$24.52	\$51,002
17. Golden Crescent Regional Planning Commission	\$20.07	\$41,738
18. Alamo Area Council of Governments	\$17.28	\$35,952
19. South Texas Development Council	\$13.27	\$27,601
20. Coastal Bend Council of Governments	\$21.55	\$44,822
21. Lower Rio Grande Valley Development Council	\$14.35	\$29,846
22. Texoma Council of Governments	\$18.10	\$37,651
23. Central Texas Council of Governments	\$17.21	\$35,788
24. Middle Rio Grande Development Council	\$13.21	\$27,471

← Lynn County & O'Donnell ISD

Source: Texas Occupational Employment and Wages

Data published: June 2011

Data published annually, next update will be June 2012.

Note: Data is not supported by the Bureau of Labor Statistics (BLS).

Wage data is produced from Texas OES data, and is not to be compared to BLS estimates.

Data intended for TAC 313 purposes only.

$$\begin{aligned} & \$33,317 \times 110\% = \\ & \$37,089 \end{aligned}$$

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“Assignment”) is entered into and effective December 8, 2011 by and between Wind Tex Energy-Stephens, LLC, a Texas limited liability company (“Wind Tex-Stephens”) and Cirrus Wind 1, LLC, a Texas limited liability company (“CW1”).

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 (“Wind Tex-Stephens Project”).
2. Pursuant to an Asset Purchase Agreement dated December 8, 2011 (“APA”), CW1 is acquiring certain lease rights, interconnection rights, study results and other assets owned by Wind Tex-Stephens and its affiliates associated with a portion of the Wind Tex-Stephens Project approximately 61.2 MW in size (the “Cirrus Project”).
3. 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 (“O’Donnell Agreement”).
4. To complete its obligations under the APA, Wind Tex-Stephens wishes to assign certain of its rights and obligations under the O’Donnell Agreement to CW1.

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, the Parties agree as follows:

AGREEMENT

ARTICLE I – DEFINITIONS

Capitalized terms used in this Assignment shall have the meanings given to them in the APA, unless otherwise specifically defined in this Assignment.

ARTICLE II – ASSIGNMENT

2.1 Assignment. Subject to the terms of this Assignment and the APA, Wind Tex-Stephens conveys, assigns, transfers, sells, and grants all its rights, title and interest in, under and to the O’Donnell Agreement associated with the Cirrus Project to CW1 effective December 8, 2011 (the “Effective Date”).

2.2 Assumption. Subject to the execution and delivery of this Assignment and the APA and any required consent by O’Donnell, CW1 assumes and agrees to perform and pay all the terms, covenants, obligations, liabilities and conditions of Wind Tex-Stephens under the

ARTICLE IV – INDEMNITY

4.1 Indemnity. CW1 hereby agrees to indemnify and hold Wind Tex-Stephens and its successors and assigns forever harmless from any loss, liability, damage, cost or expense (including reasonable attorneys' fees) resulting to Wind Tex-Stephens as a result of CW1's failure to perform, on or after the Effective Date, any term, covenant, obligation or condition of the O'Donnell Agreement required on the part of CW1. Wind Tex-Stephens hereby agrees to indemnify and hold CW1 and its successors and assigns forever harmless from any loss, liability, damage, cost or expense (including reasonable attorneys' fees) resulting to CW1 as a result of any breach by Wind Tex-Stephens of any representations, warranty, covenant or agreement provided herein, or Wind Tex-Stephens's failure to perform, prior to the Effective Date hereof, any term, covenant, or obligation or condition of the O'Donnell Agreement required on the part of Wind Tex-Stephens therein.

ARTICLE V – MISCELLANEOUS

5.1 No Assignment. The rights and obligations of this 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, includes 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 Assignment. Any purported assignment of this Assignment in the absence of the required consent shall be void.

5.2 Notices. Any notice, demand, request or communication required or authorized by this 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
10,000 North Central Expressway
Suite 900
Dallas, TX 75231
(214) 954-9540

on behalf of Wind Tex-Stephens; and

Cirrus Wind 1, LLC
Attn: Paul Thompson
10912 Utica Avenue
Lubbock, TX 79424
(806) 787-5023

on behalf of CW1.

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.

5.3 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 Assignment.

5.4 No Third-Party Beneficiary. No provision of this 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 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.

5.5 Integration; Amendment. With the exception of other instruments documenting the APA, this 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.

5.6 Governing Law. This 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.

5.7 Severability. Should any provision of this Assignment be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of this 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 Assignment as a whole.

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

5.9 Counterparts. This 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: Dec 5, 2011 WIND TEX ENERGY-STEPHENS, LLC, a Texas limited liability company

By: [Signature]

Its: Principal

Dated: DEC 8, 2011 CIRRUS WIND 1, LLC, a Texas limited liability company

By: [Signature]

Its: PRESIDENT

O'Donnell
Independent School District

P.O. Box 487
O'Donnell, TX 79351-0487
(806) 428-3241
FAX (806) 428-3395

VIA EMAIL

Steven K. DeWolf
Wind Tex Energy
10,000 N. Central Expy.,
Suite 900
Dallas, Texas 75231

RANDY ALLEN
Interim-Superintendent
(806) 428-3241
rallen@esc17.net

CATHY AMONETT
Elementary Principal
(806) 428-3244
camonett@esc17.net

MIKE BAGLEY
Secondary Principal
(806) 428-3247
mbagley@esc17.net

JOSEPH LUERA
Director Main/Trans
(806) 428-3241
jluera@esc17.net

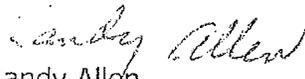
Re: Notice of Partial Assignment

Dear Mr. DeWolf:
This is to acknowledge the assignment of
Cirrus Wind 1, LLC
c/o Paul Thompson
10912 Utica Avenue
Lubbock, Texas 79424-7318

Texas Taxpayer Identification Number: 320456357
for the Abatement Agreement to the extent of Cirrus Project and related
Qualified Property/Qualified Investment.

O'Donnell ISD has received this notice and agrees to accept Cirrus as the
assignee.

Sincerely,



Randy Allen
Superintendent
O'Donnell ISD

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“Assignment”) is entered into and effective December 8, 2011 by and between Wind Tex Energy, L.P., a Texas limited partnership (“WindTex”) and Cirrus Wind 1, LLC, a Texas limited liability company (“CW1”).

RECITALS

1. WindTex and its affiliates are developing a wind energy conversion facility approximately 340 MW in size in Borden and Lynn Counties, Texas (“WindTex Project”).
2. Pursuant to an Asset Purchase Agreement dated December 8, 2011 (“APA”), CW1 is acquiring certain lease rights, interconnection rights, study results and other assets owned by WindTex and its affiliates associated with a portion of the WindTex Project approximately 61.2 MW in size (the “Cirrus Project”).
3. WindTex is party to a (i) Tax Abatement Agreement dated September 14, 2009 with Lynn County, Texas with respect to a portion of the WindTex Project known as the Borlynn Wind Farm (“County Agreement”); and a (ii) Tax Abatement Agreement with Lynn County Hospital District dated March 15, 2010 with respect to Borlynn Wind Farm (“Hospital Agreement”).
4. To complete its obligations under the APA, WindTex wishes to assign certain of its rights and obligations under the County Agreement and Hospital Agreement to CW1.

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, the Parties agree as follows:

AGREEMENT

ARTICLE I – DEFINITIONS

Capitalized terms used in this Assignment shall have the meanings given to them in the APA, County Agreement, or Hospital Agreement as applicable, unless otherwise specifically defined in this Assignment.

ARTICLE II – ASSIGNMENT

2.1 Assignment. Subject to the terms of this Assignment and the APA, WindTex conveys, assigns, transfers, sells, and grants all its rights, title and interest in, under and to the Hospital Agreement and County Agreement associated with the Cirrus Project to CW1 effective December 8, 2011 (the “Effective Date”).

2.2 Assumption. Subject to the execution and delivery of this Assignment and the APA and any required consent by Lynn County and Lynn County Hospital District, CW1

assumes and agrees to perform and pay all the terms, covenants, obligations, liabilities and conditions of WindTex under the Hospital Agreement and County Agreement associated with the Cirrus Project existing as of the Effective Date and accruing or arising thereafter, as more specifically set forth in Section 2.3. Except as otherwise provided in this Assignment or in the APA, WindTex shall remain responsible for all liabilities, payments and obligations which arose or accrued under the Hospital Agreement and County Agreement prior to the Effective Date, and for all such liabilities, payments and obligations which are not associated with the Cirrus Project as more specifically set forth in Section 2.3.

2.3 Allocation of Rights. The Hospital Agreement and County Agreement each contemplate that their respective terms will apply to a wind energy facility larger than the Cirrus Project. To the extent the rights, liabilities, obligations, and interests held by WindTex under the Hospital Agreement and County Agreement are directly associated with the specific Improvements represented by the Cirrus Project or are otherwise proportionate to the facilities to be constructed and installed by CW1 and WindTex, CW1 and WindTex agree that the rights, liabilities, interests and obligations of the Hospital Agreement and County Agreement being assigned to CW1 include (i) those directly associated with the Cirrus Project as Improvements under either agreement and related abatements and (ii) a proportionate share of other items subject to allocation. WindTex retains all such rights, liabilities, interests and obligations directly associated with any Improvements WindTex may construct which are subject to the Hospital Agreement and County Agreement and a proportionate share of other items subject to allocation. Both CW1 and WindTex shall comply with all obligations of the Hospital Agreement and County Agreement generally applicable to any Improvements to be built.

2.4 No Defaults. CW1 and WindTex each covenant that they will not cause a default under either the Hospital Agreement or County Agreement, and, to the extent either of them causes such a default, the other Party shall have the right to cure the applicable default and be reimbursed by the other Party for all its costs required to effect the cure. In the event WindTex fails to construct a wind energy conversion facility in the Lynn County Hospital District which, taken together with the capacity and cost of the Cirrus Project, meets the requirements for a Minimum capacity and investment as set forth in Section III(B) of the Hospital Agreement within the required time, and the failure causes CW1 to lose some or all of the benefits of the Hospital Agreement with respect to the Cirrus Project, WindTex agrees to indemnify CW1 for the value of the lost abatement benefits not to exceed \$100,000. *SHD Dec 8, 2011*

ARTICLE III – WARRANTIES AND REPRESENTATIONS; CONSENT

3.1 APA. WindTex and CW1 each restate and incorporate all their respective warranties and representations in Sections 3.1, 3.3-3.10, 3.13, 3.14 and 4.1-4.3 of the APA to the extent applicable to WindTex and CW1 or the Hospital Agreement and County Agreement.

3.2 WindTex. In addition to the representations and warranties of WindTex in the APA, WindTex represents that the copies of the Hospital Agreement and County Agreement provided by WindTex to CW1 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 CW1.

3.3 Consents. The Hospital Agreement and County Agreement provide that assignment by WindTex is subject to the consent of Lynn County Hospital District (“Hospital”) and Lynn County (“County”) respectively. Consent in each case is subject to demonstration by CW1 that it (i) has the financial capacity to perform the obligations of the agreement, and (ii) agrees to assume the obligations of the agreement in full, and (iii) is not in default under any other agreement with the Hospital or County, as applicable. WindTex agrees to seek approval by the Hospital or County to this Assignment as soon as possible after closing on the APA and execution of this Assignment. CW1 shall cooperate with WindTex and provide such information about CW1 or the Cirrus Project as is necessary for WindTex to obtain such approval.

ARTICLE IV – INDEMNITY

4.1 Indemnity. CW1 hereby agrees to indemnify and hold WindTex and its successors and assigns forever harmless from any loss, liability, damage, cost or expense (including reasonable attorneys’ fees) resulting to WindTex as a result of CW1’s failure to perform, on or after the Effective Date, any term, covenant, obligation or condition of the Hospital Agreement or County Agreement required on the part of CW1. WindTex hereby agrees to indemnify and hold CW1 and its successors and assigns forever harmless from any loss, liability, damage, cost or expense (including reasonable attorneys’ fees) resulting to CW1 as a result of any breach by WindTex of any representations, warranty, covenant or agreement provided herein, or WindTex’s failure to perform, prior to the Effective Date hereof, any term, covenant, or obligation or condition of the Hospital Agreement or County Agreement required on the part of WindTex therein.

ARTICLE V – MISCELLANEOUS

5.1 No Assignment. The rights and obligations of this 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, includes 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 Assignment. Any purported assignment of this Assignment in the absence of the required consent shall be void.

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

WindTex Energy, L.P.
Attn: Steven K. DeWolf
10,000 North Central Expressway
Suite 900
Dallas, TX 75231
(214) 954-9540

on behalf of WindTex; and

Cirrus Wind 1, LLC
Attn: Paul Thompson
10912 Utica Avenue
Lubbock, TX 79424
(806) 787-5023

on behalf of CW1.

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.

5.3 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 Assignment.

5.4 No Third-Party Beneficiary. No provision of this 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 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.

5.5 Integration; Amendment. With the exception of other instruments documenting the APA, this 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.

5.6 Governing Law. This 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.

5.7 Severability. Should any provision of this Assignment be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of this 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 Assignment as a whole.

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

5.9 Counterparts. This 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: Dec 8, 2011 WINDTEX ENERGY, L.P., a Texas limited partnership

By: WIND TEX ENERGY GP, L.L.C., a Texas limited liability company
Its : General Partner

By: [Signature]
Its: Principal

Dated: DEC 8, 2011 CIRRUS WIND 1, LLC, a Texas limited liability company

By: [Signature]
Its: PRESIDENT

CONSENT TO PARTIAL ASSIGNMENT OF TAX ABATEMENT AGREEMENT

This CONSENT TO PARTIAL ASSIGNMENT OF TAX ABATEMENT AGREEMENT ("Consent") is made and entered into by and between **LYNN DISTRICT HOSPITAL DISTRICT ("District")**, Texas, duly acting herein by and through its duly elected officers; **WIND TEX ENERGY, L.P. ("Owner")**, a Texas limited partnership, and **CIRRUS WIND 1, LLC ("Assignee")**, a Texas limited liability company.

The following provisions are true and correct and form the basis of this Consent.

A. On or about March 23, 2010, the District and Owner executed a certain Tax Abatement Agreement (the "Agreement"), a copy of which is on file with the Lynn County Clerk's Office. Under the Agreement, Owner agreed to, among others, (i.) Construct an approximately 150 megawatt, but no less than 60 megawatt wind powered electric generating project representing an investment of at least 120 million dollars in Lynn County (the "WindTex Project"), and (ii.) use reasonable efforts to adhere to certain local hiring and services provisions.

B. Owner wishes to sell a portion of the Project to Assignee for the purposes of facilitating the construction by Assignee of an approximately 61.2 megawatt wind power electric generating project (the "Cirrus Project") and to further assign the rights and obligations relating to the Cirrus Project under the Agreement to Assignee so that Assignee may receive the tax abatement and tax exemption benefits currently provided to Owner with respect to the Cirrus Project.

C. The land area within the WindTex Project that will comprise the Cirrus Project is described in Exhibit "A" attached hereto.

D. Owner wishes to retain all rights and obligations under the Agreement with respect to the balance of the WindTex Project.

E. Owner also wishes to amend the Agreement by removing any minimum dollar investment amount to qualify for an abatement of taxes.

F. Section IX of the Agreement requires the District's approval of any assignment of the Agreement to any other party.

G. Section XIII of the Agreement requires the District's approval of any amendment to the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District, Owner and Assignee agree as follows:

1. The District hereby consents to a partial assignment by Owner to Assignee of all rights, title and interests granted to Owner by the Agreement, effective as of the date of execution hereof, as to construction of a 61.2 megawatt wind energy facility referred to above as the Cirrus Project.
2. The District consents to such assignment expressly upon the promise and covenant by Assignee, and Assignee hereby promises and covenants to the District, that Assignee will comply with all duties and obligations of Owner set forth in Agreement as they relate to the Cirrus Project.
3. Assignee understands and agrees that no act or omission of Owner, whether before or after the effective date, will serve to mitigate any Event of Default set forth in the Agreement.
4. The Agreement shall otherwise remain in full force and effect between Owner and the District with respect to the balance of the WindTex Project and Owner shall be eligible for the benefits thereunder and remain responsible for the obligations of the Owner under the Agreement with respect to the balance of the WindTex Project.
5. All parties hereto agree to amend the Agreement by deleting "and shall represent an at least 120 million dollar investment in Lynn County" from the end of Section III.A thereof.
6. All terms and conditions in this Consent that are capitalized but not defined shall have the meaning assigned to them in the Agreement.

EXECUTED in multiples on this 29th day of December, 2011.

{Signature Page Follows}

LYNN COUNTY HOSPITAL DISTRICT, TEXAS:

By: Jim Morris
Jim Morris, CEO

By: Jerry Ford
Jerry Ford, President

OWNER:

WIND TEX ENERGY L.P.,
a Texas limited partnership
By: WIND TEX ENERGY GP, LLC,
a Texas limited liability company,
General Partner

By: Steven K. DeWolf
Name: Steven K. DeWolf
Title: Manager

ASSIGNEE:

CIRRUS WIND 1, LLC,
a Texas limited liability company

By: Wayne Edwards
Wayne Edwards, Agent

Exhibit A

REINVESTMENT ZONE, BORLYNN WIND FARM

Legal Description

The Project may contain Section 99, Block 100, & Section 100, Block 4, D. & S.E. Survey Co., Lynn County, Texas; Section 102, Block 1, & Section 101, Block O, D. & W. R.R. Survey Co., Lynn County, Texas; Sections 405, 406, 407 and 408, Block 2, & Sections 801 and 802, Block 7, H.E. & W.T. Survey Co., Lynn County, Texas; Section 433, Block 3, & Section 434, J.H. Gibson Survey Co., Lynn County, Texas; Section 103, Block 1, & Sections 437, 438, 439 and 440, Block 3, & Sections 396, 409, 410, 417, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430 and 431, Block 9, & Sections 4, 5, 6, 7 and 9, Block 10, E.L. & R.R. R.R. Survey Co., Lynn County, Texas; Sections 36, 37, 38, 39, 40, 47, 48, 49 and 50, Block 32, & Section 435, T.T. R.R. Survey Co., Lynn County, Texas.