



Biennial Progress Report for Texas Economic Development Act

Economic Development
and Analysis
Form 50-773-A

INTRODUCTION

- You have been assigned an application number. Please verify this number on the website prior to completing the form. This form will indicate the sections you need to complete based on application number.
- This form must be filled out by each applicant that is party to a limitation agreement.
- If the original application was made by a group of two or more companies, each company must complete this form.
- If the original applicant split into two or more applicants after the original agreement, all current agreement holders must complete this form.
- Applicants should only complete the information for their years as an agreement holder, noting what year they were formed after the original agreement was approved.
- Each agreement holder should respond as a current agreement holder in Section 2.
- Applicants should report their proportionate share of required employment and investment information.
- In addition to the Biennial Progress Report required from each applicant that is a party to an agreement, a separate Biennial Progress Report summarizing the combined applicants' data for the entire agreement must be completed.
- If one of the applicants cannot provide this information, a summarization report must be completed by the school district.
- Projects spanning more than one school district must complete forms for each school district.
- Please return signed hard copy forms and electronic spreadsheets to the school district before May 15 of each even-numbered year.

Note:

- The school district that is a party to the Chapter 313 agreement is collecting the data required by Chapter 313.008 on this form for the Comptroller of Public Accounts (CPA).
- The CPA requests companies complete the electronic spreadsheet version of the form. Please submit both an *electronic version* **and** a *signed hard copy version* of the spreadsheet (with any attachments) to the district. Please contact CPA if you have questions about the form. The spreadsheet version of this form can be downloaded at: www.texasahead.org/tax_programs/chapter313/forms.php.
- After ensuring that all forms are complete, the school district will forward that data to the CPA for inclusion in a statutorily required report to the Texas Legislature.

SECTION 1: Applicant Information

1. Application number _____
2. Name of school district _____
3. Name of central appraisal district (CAD) appraising the qualified property in this school district _____
4. Name of project on original application (*or short description of facility*) _____
5. Name of applicant on original application _____
6. Name of company entering into original agreement with district _____
7. 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:

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. NAICS Code of current agreement holder (6 Digit): _____

7. If the authorized company representative is different from the contact person listed above:

Name _____ Title _____

Complete Mailing Address _____

Phone _____ Email _____

8. 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: Project Timeline

1 Date original limitation agreement approved by school district _____

2 First (complete) year of qualifying time period – after the date the application is approved. See Tax Code §313.021[4]. _____

3 First year of property value limitation _____

SECTION 4: Value Limitation Details

- 1 Original limitation amount (*for entire agreement*):
- 2 Amount of qualified investment during the qualifying time period the recipient committed to spend or allocate for this project on application (*not total investment*):
- 3 Total qualified investment made from the beginning of the qualifying time period through the end of the qualifying time period or the last complete tax year, if still in the qualifying time period.
- 4 Has the description of the qualified property changed from that in the application? ☐ Yes ☐ No
 - 4a. If yes, please describe on an attachment how the actual qualified property — for which you are providing actual and estimated market values on subsequent pages — differs from that property described in the agreement. Include only property located in this school district.
- 5 What was the number of permanent existing jobs at this facility prior to application?
(*See guidelines for definition of existing job.*)

SECTION 5: Job Details

- 1 For agreements before Jan. 1, 2014, does the agreement includes a definition of “new job” other than TAC §9.1051(14)(C), as the rule existed at the time of application? ☐ Yes ☐ No
 - 1a. If yes, please provide the definition of “new job” as used in the agreement. (*Use attachments if needed.*)

Biennial Progress Report for Texas Economic Development Act

CHART A1: Job Data for Applications 1 through 999

App Number

196

District Name

O'Donnell ISD

Company Name

Cirrus Wind 1, LLC

Project Name Wind Tex Energy-Stephens, LLC

1st Yr. of Qualifying Time Period

2012

CHART A1 - Only complete this for applications 1 through 999.

	Tax year (YYYY)	2012	2013	2014	2015	2016	2017	2018	2019	2020
1	Number of qualifying jobs ¹ applicant committed to create on application (cumulative)	1	2	3	3	3	3	3	3	3
2	Number of qualifying jobs ¹ applicant actually created (cumulative)	8	5	5	5	5	5	5	5	5
3	Number of new jobs ² created (cumulative)	8	5	5	5	5	5	5	5	5
4	Median annual wage of new jobs applicant created	\$37,089	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
5	Total wages for new jobs applicant created	\$320,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000

Actual and projected data. Use actual data for prior years. Estimates are required for current and future years.

The job creation commitment for Cirrus Wind 1, LLC is based upon the 25.9% portion of project assignment within O'Donnell ISD

Notes:

- Jobs meeting all of the requirements of Tax Code §313.021(3) as the statute existed before Jan. 1, 2014. Do not include construction jobs in counts of qualifying jobs.
- For new job definition see TAC §9.1051(14) as rules existed before Jan. 1, 2014.

By signing below, I, _____ Jason Yang _____, certify that I am the authorized representative of _____ Cirrus Wind 1, LLC _____, a current agreement contents of this form and the attached documentation are true and correct to the best of my knowledge and belief.

Authorized Official Signature 

Date 5/13/2014

Phone 408-834-0003

Print Name/Title Jason Yang

The CPA requests companies complete the electronic spreadsheet version of the form.

Please submit both an electronic version and a signed hard copy version of the spreadsheet (with any attachments) to the district.

Form 50-773A
Revised Jan 2014

	<u>Viable Presence Period</u>		
Year 10	Year 11	Year 12	Year 13
2021	2022	2023	2024
3	3	3	3
5	5	5	5
5	5	5	5
\$40,000	\$40,000	\$40,000	\$40,000
\$300,000	\$300,000	\$300,000	\$300,000

ent holder of a limitation on appraised value, and the

Biennial Progress Report for Texas Economic Developments Act

CHART A2: Investment and Market Values for Applications 1 through 999

Application Number
Current Agreement Holder Name
ISD Name

196
Cirrus Wind 1, LLC
O'Donnell ISD

Form 50-773A
Revised Jan 2014

CHART A2 - Only complete this for applications 1 through 999.								
Prior to start of value limitation period								
Year	School Year (YYYY-YYYY)	Tax Year (actual tax year) YYYY	Total Investment ¹ (cumulative)	Market value of qualified property on Jan. 1 BEFORE any exemptions ²	Market value less any exemptions (such as pollution control) and before limitation ³	Taxable value of qualified property for purposes of M&O		
1	2012-2013	2012	129,414,694	0	0	0		
2	2013-2014	2012-2013	129,414,694	108,393,870	108,393,870	108,393,870		
3	2014-2015	2014	129,414,694	98,638,422	98,638,422	10,000,000		
4	2015-2016	2015	129,414,694	89,760,964	89,760,964	2,591,500		
5	2016-2017	2016	129,414,694	81,682,477	81,682,477	2,591,500		
6	2017-2018	2017	129,414,694	74,331,054	74,331,054	2,591,500		
7	2018-2019	2018	129,414,694	67,641,259	67,641,259	2,591,500		
8	2019-2020	2019	129,414,694	61,553,546	61,553,546	2,591,500		
9	2020-2021	2020	129,414,694	56,013,727	56,013,727	2,591,500		
10	2021-2022	2021	129,414,694	50,972,491	50,972,491	2,591,500		
11	2022-2023	2022	129,414,694	46,384,967	46,384,967	46,384,967		
12	2023-2024	2023	129,414,694	42,210,320	42,210,320	42,210,320		
13	2024-2025	2024	129,414,694	38,411,391	38,411,391	38,411,391		
Value limitation period								
Value limitation period								
Viable presence period								
Viable presence period								

Notes:

1. Total investment is all investment at original cost, including land acquired after filing of application. Investments made in a year should be reflected in the subsequent year's market value.
2. Use appraisal values from CAD as available. For future years, use market value that the entity estimates will approximate the market value for ad valorem tax purposes in that year.
3. This amount is typically the taxable value for the purpose of I&S fund or debt service reserve fund.

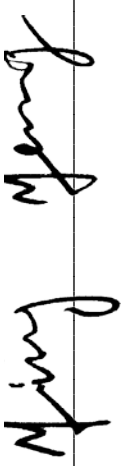
By signing below, I, _____ Jason Yang _____, certify that I am the authorized representative of _____ Cirrus Wind 1, LLC _____, a current agreement holder of a limitation on appraised value, and the contents of this form and the attached documentation are true and correct to the best of my knowledge and belief.

The CPA requests companies complete the electronic spreadsheet version of the form.

Please submit both an electronic version and a signed hard copy version of the spreadsheet (with any attachments) to the district.

Biennial Progress Report for Texas Economic Development Act
CHART A2: Investment and Market Values for Applications 1 through 999

Authorized Official
Signature_____



Date 5-13-2014_____

Print Name/Title_____ Jason Yang

Phone Number_____ 408-834-0003

The CPA requests companies complete the electronic spreadsheet version of the form.
Please submit both an electronic version and a signed hard copy version of the spreadsheet (with any attachments) to the district.

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 8, 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

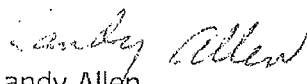
Re: Notice of Partial Assignment

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

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

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.