

MERIT ADVISORS, L.P.

February 1, 2013

Mr. Randel Beaver
Superintendent
600 S. Ash
PO Box 926
Archer City, TX 76351

Pursuant to Section 8.4, Assignment, of the Agreement for Limitation of Appraised Value ("Agreement") between Archer City Independent School District and Briar Creek, LLC ("Briar Creek"), this letter shall serve as written notice that Briar Creek has assigned all of its Qualified Property and Qualified Investment under the Agreement to Bobcat Bluff Wind Project, LLC ("Bobcat Bluff"). See the attached Assignment and Assumption Agreement. Any information related to this Agreement shall no longer be provided to Briar Creek. Bobcat Bluff's contact information for purposes of Section 8.1, Information and Notices, of the Agreement and Texas Taxpayer Identification Numbers are as follows:

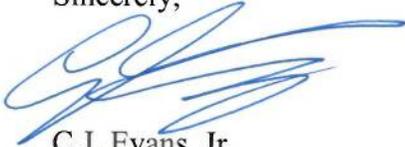
c/o EDF Renewable Energy, Inc.
Jay L. Temple
Director, Generation
15445 Innovation Drive
San Diego, CA 92128
Fax: 858.521.3333
E-mail: Jay.temple@edf-re.com

Texas TIN: 32045799452

A copy of this letter has been provided to the Texas Comptroller of Public Accounts and the Archer County Central Appraisal District.

If you have any questions, please contact me at 813.289.5600.

Sincerely,



C.J. Evans, Jr.
Director

cc: Kimbra York, Chief Appraiser, Archer County Central Appraisal District
Local Government Assistance & Economic Analysis, Texas Comptroller of Public Accounts
Jay Temple, Director, Generation, EDF Renewable Energy, Inc.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of August 27, 2012, by and between Briar Creek LLC, a Delaware limited liability company ("Briar Creek") and Bobcat Bluff Wind Project, LLC, a Delaware limited liability company (the "Buyer" and together with Briar Creek, the "Parties" and each a "Party").

WITNESSETH:

WHEREAS, Briar Creek, Element Power US, LLC, a Delaware limited liability company ("Element Power" and together with Briar Creek, the "Sellers"), Buyer and EDF Renewable Development, Inc. (f/k/a enXco Development Corporation), a Delaware corporation, have entered into that certain Purchase and Sale Agreement, dated as of February 8, 2012 (as amended, the "Purchase Agreement"), pursuant to which, among other things, the Buyer purchased the Acquired Assets from Sellers, subject to the terms and conditions set forth therein;

WHEREAS, following the Closing and in accordance with the Purchase Agreement, representatives of Buyer and Sellers have continued to negotiate the Tax Abatement Agreements, including that certain Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes by and between Archer City Independent School District ("Archer ISD") and Briar Creek dated of even date herewith (the "Value Limitation Agreement");

WHEREAS, Briar Creek is the applicant with respect to the Value Limitation Agreement and Archer ISD is requiring that the Value Limitation Agreement is signed by the original applicant; and

WHEREAS, Briar Creek desires to assign the Value Limitation Agreement to Buyer in accordance with Buyer's request pursuant to Section 7.5.1 of the Purchase Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereto mutually agree as follows:

1. **Definitions**. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.
2. **Assignment**. Briar Creek hereby sells, conveys, assigns, transfers and delivers to Buyer, and Buyer hereby purchases, accepts and assumes from Briar Creek, all of Briar Creek's legal, beneficial and other right, title and interest in and to the Value Limitation Agreement.
3. **Assumption**. Buyer hereby assumes and agrees to perform, pay and discharge when due, the obligations and liabilities contained in the Value Limitation Agreement.
4. **Inconsistencies**. This Agreement is delivered pursuant to and subject to the Purchase Agreement, and the terms of the Purchase Agreement, including the representations, warranties, covenants, agreements, indemnities and other terms and conditions set forth therein are incorporated herein by reference. If there are any inconsistencies between this Agreement and the Purchase Agreement, the Purchase Agreement shall control.

5. Further Assurances. Briar Creek hereby covenants that it will, whenever and as often as reasonably requested by Buyer, take, do, execute, acknowledge or deliver any other acts, bills of sale, deeds, assignments, transfers, conveyances, certificates, confirmations, powers of attorney or instruments in order to complete, effect or perfect the sale, transfer or assignment to Buyer of the Value Limitation Agreement.

6. Specific Performance. Each Party acknowledges and agrees that the breach of this Agreement would cause irreparable damage to the other Party and that, in the event of a breach of this Agreement by any Party, money damages may be inadequate and the non-breaching Party may have no adequate remedy at law. Accordingly, the Parties agree that such non-breaching Party shall have the right, in addition to any other rights and remedies existing in its favor at law or in equity, to enforce their rights and the other Party's obligations hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive and/or other equitable relief (without posting of bond or other security). Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which any Party may have under this Agreement or otherwise.

7. Benefit and Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests, or obligations hereunder may be assigned by either of the Parties hereto without the prior written consent of the other Party, nor is this Agreement intended to confer upon any other person except the Parties hereto any rights or remedies hereunder.

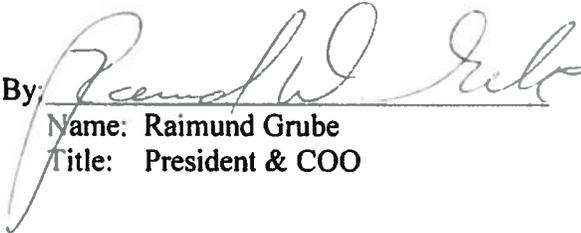
8. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of New York.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document. This Agreement, to the extent executed and delivered by means of a facsimile machine or e-mail of a PDF file containing a copy of an executed agreement (or signature page thereto), shall be treated in all respects and for all purposes as an original agreement or instrument and shall have the same binding legal effect as if it were the original signed version thereof.

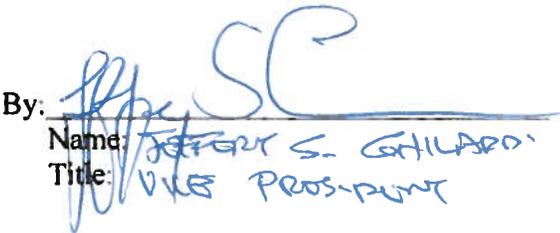
[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly authorized and executed by the Parties hereto as of the date first above written.

BRIAR CREEK LLC
by **Element Power US, LLC, its Manager**

By: 
Name: Raimund Grube
Title: President & COO

BOBCAT BLUFF WIND PROJECT, LLC,
by **enXco Development Corporation, its sole**
Manager and Member

By: 
Name: JEFFREY S. GILLARD
Title: VICE PRESIDENT