



STERLING CITY I.S.D.

P.O. BOX 786

STERLING CITY, TX 76951

325-378-4781

FAX: 325-378-2283

DATE: NOVEMBER 20, 2006

TO: Kevin O'Manlon

FAX #: 512-494-9919

SENDER: Ronnie Krejci

COMMENTS: Kevin - I have read this letter and it appears to be in order. I would like your opinion. Please reply - ronnie.krejci@net.xv.net

YOU SHOULD RECEIVE 4 PAGES INCLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL THE PAGES PLEASE CALL 325-378-4781 EXT 234.

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November 13, 2006

Via Certified Mail,
Return Receipt Requested

RECEIVED
NOV 17 2006

Mr. Ronnie Krejci, Superintendent
Sterling City Independent School District
P.O. Box 786
Sterling City, Texas 76951

Re: Texas Economic Development Act Participation Agreement by and between Airtricity Forest Creek Wind Farm, LLC and Sterling City Independent School District, dated April 5, 2006 (as the same may be amended, amended and restated, supplemented, replaced, or otherwise modified and in effect from time to time, the "Sterling City ISD Agreement")

Dear Mr. Krejci:

This law firm represents Airtricity Forest Creek Wind Farm, LLC ("Forest Creek") and its affiliated company, Airtricity Sand Bluff Wind Farm, LLC ("Sand Bluff") with respect to the above-referenced Sterling City ISD Agreement (the capitalized terms used herein, but not otherwise defined herein shall have the meanings used and defined in the Sterling City ISD Agreement). Forest Creek and Sand Bluff are currently developing two wind farm projects in part on property subject to the Sterling City ISD Agreement in Sterling County, Texas (the "Forest Creek Project" and the "Sand Bluff Project", respectively).

Pursuant to Section 6.5 of the Sterling City ISD Agreement, this letter shall serve as written notice that Forest Creek, as the original Applicant under the Sterling City ISD Agreement, has partially assigned the Sterling City ISD Agreement to Sand Bluff pursuant to that certain Partial Assignment and Assumption of Tax Abatement Agreements (this "Assignment"), effective as of the 31st day of August, 2006, between Forest Creek and Sand Bluff.

The Assignment partially assigns the Sterling City ISD Agreement to Sand Bluff to the fullest extent necessary to allow Sand Bluff to utilize its Allocable Share (as defined below) of the Limitation on Appraised Value and Tax Limitation Amount granted under the Sterling City ISD Agreement on the Qualified Investment and Qualified Property constructed in the Reinvestment Zone and owned by Sand Bluff. Pursuant to the Assignment, Forest Creek has retained all rights, titles and interests in the Sterling City ISD Agreement necessary to allow Forest Creek to utilize its Allocable Share (as defined below) of the Limitation on Appraised Value and Tax Limitation Amount granted under the Sterling City ISD Agreement on the Qualified Investment and Qualified Property constructed in the Reinvestment Zone and owned by Forest Creek. For purposes of this letter and the Assignment, "Allocable Share" shall

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mean (i) with respect to Sand Bluff, 23.14%, and (ii) with respect to Forest Creek, 76.86% (e.g., the respective Allocable Shares of the \$10 million Limitation on Appraised Value and Tax Limitation Amount in years 3 through 10 of the Sterling City ISD Agreement shall be \$2.314 million for Sand Bluff and \$7.686 million for Forest Creek).

As part of the Assignment, (1) Sand Bluff accepted the partial assignment of the Qualified Property included within the Sand Bluff Project; and assumed all of the conditions and obligations as the "Applicant" under the Sterling City ISD Agreement relating and applying to such Qualified Property included within the Sand Bluff Project; and (2) Forest Creek acknowledged and agreed that it would continue to be responsible for all of the conditions and obligations of the "Applicant" under the Sterling City ISD Agreement relating and applying to the Qualified Property included within the Forest Creek Project. Forest Creek and Sand Bluff agree to perform and discharge their respective conditions and obligations of the "Applicant" arising and accruing under the Sterling City ISD Agreement from and after the date of the Assignment as such conditions and obligations relate to their respective Projects and interests in the Qualified Property.

This letter shall also serve as notice of change of addresses for Forest Creek and Sand Bluff as "Applicants" under the Sterling City ISD Agreement. The following addresses should be used for notice to Forest Creek and Sand Bluff pursuant to Section 6.1 of the Sterling City ISD Agreement:

If to Forest Creek:

Airtricity Forest Creek Wind Farm, LLC
812 San Antonio Street, Suite 500
Austin, Texas 78701
Attention: Phil Dutton, Asset Manager

With copy to:

Airtricity, Inc.
401 N. Michigan Ave., Suite 3020
Chicago, Illinois 60611
Attention: Senior Vice President-Finance

If to Sand Bluff:

Airtricity Sand Bluff Wind Farm, LLC
812 San Antonio Street, Suite 500
Austin, Texas 78701
Attention: Phil Dutton, Asset Manager

With copy to:

Airtricity, Inc.
401 N. Michigan Ave., Suite 3020
Chicago, Illinois 60611
Attention: Senior Vice President-Finance

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Please contact the undersigned attorney at the above letterhead address, e-mail address or telephone numbers if you have any questions or require any additional information. Thank you for your assistance in this matter.

Yours very truly,


Jerald W. Epps

Enclosures

cc: Teresa Brennan
Patrick Woodson
Charles Black

JWE:jwe