

**PARTIAL ASSIGNMENT
(PHASE IV RIGHTS UNDER THE TAX ABATEMENT AGREEMENTS)**

THIS PARTIAL ASSIGNMENT (this "Assignment") dated as of the 22th day of February, 2007, is made by Sweetwater Wind Power L.L.C., a Texas limited liability company (the "Assignor"), and Sweetwater Wind 4 LLC, a Delaware limited liability company (the "Assignee").

RECITALS

1. Assignor has been developing a wind generation facility located in Nolan County, Texas with an installed capacity of up to 700 megawatts (the "Project").
3. Assignor currently owns certain rights and is subject to certain obligations relating to the development of a phase of the Project which will consist of 240.8 megawatts and consist of 181 wind turbine generators ("Phase IV").
4. Assignor wishes to assign and delegate those rights and obligations to its affiliate, Assignee, and Assignee wishes to accept and assume such rights and obligations, in accordance with the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ASSIGNMENT AND ASSUMPTION

1. Assignment. The Assignor does hereby TRANSFER, GRANT, ASSIGN, SELL, CONVEY and DELIVER unto the Assignee, Assignor's right title and interest in and to the agreements described on Exhibit A (the "Agreements") to the extent relating to Phase IV (the "Assigned Interests"), TO HAVE AND TO HOLD the Assigned Interests unto the Assignee and its legal representatives, successors, and assigns forever.
2. Assumption. By execution hereof, the Assignee accepts the assignment of the Assigned Interests contemplated herein and assumes all of the Assignor's past, present and future liabilities, duties and obligations under the Agreements to the extent relating to Phase IV.
3. Representation. The Assignor hereby represents and warrants to the Assignee that the Assignor is the sole owner of the Assigned Interests and that the Assigned Interests are hereby conveyed to the Assignee free and clear of any liens, claims, security interests or encumbrances.
4. Counterparts. Each of the counterparts hereof executed shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.
5. Further Assurances. The Assignor covenants and agrees promptly to execute, deliver, file, or record, or cause to be executed, delivered, filed or recorded, such agreements, instruments, certificates and other documents and to do and perform such other and further actions as the Assignee may reasonably request or as may otherwise be

necessary or proper to assign, convey, transfer and deliver the Assigned Interests unto the Assignee.

6. Headings Descriptive. The headings contained in this Assignment are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

7. Governing Law. This assignment shall be governed by and construed in accordance with the laws of the State of Texas.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, this Assignment is executed and effective as of the date first above written.

ASSIGNOR:

SWEETWATER WIND POWER L.L.C.

By: Sybil M. Cioffi
Name: Sybil M. Cioffi
Title: Executive Officer

ASSIGNEE:

SWEETWATER WIND 4 LLC

By: Sybil M. Cioffi
Name: Sybil M. Cioffi
Title: Executive Officer

EXHIBIT A

Agreements

1. Tax Abatement Agreement, executed on November 3, 2006, among Nolan County Texas, the Nolan County Farm to Market Road District and Assignor.
2. Tax Abatement Agreement, dated December 18, 2006, between Nolan County Hospital District, dba Rolling Plains Memorial Hospital, and Assignor.
3. Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operation Taxes, executed December 19, 2006, between Highland Independent School District and Assignor.

**PARTIAL ASSIGNMENT
(PHASE V RIGHTS UNDER THE TAX ABATEMENT AGREEMENTS)**

THIS PARTIAL ASSIGNMENT (this "Assignment") dated as of the 22th day of February, 2007, is made by Sweetwater Wind Power L.L.C., a Texas limited liability company (the "Assignor"), and Sweetwater Wind 5 LLC, a Delaware limited liability company (the "Assignee").

RECITALS

1. Assignor has been developing a wind generation facility located in Nolan County, Texas with an installed capacity of up to 700 megawatts (the "Project").
3. Assignor currently owns certain rights and is subject to certain obligations relating to the development of a phase of the Project which will consist of 80.5 megawatts and consist of 35 2.3 megawatt wind turbine generators ("Phase V").
4. Assignor wishes to assign and delegate those rights and obligations to its affiliate, Assignee, and Assignee wishes to accept and assume such rights and obligations, in accordance with the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ASSIGNMENT AND ASSUMPTION

1. Assignment. The Assignor does hereby TRANSFER, GRANT, ASSIGN, SELL, CONVEY and DELIVER unto the Assignee, Assignor's right title and interest in and to the agreements described on Exhibit A (the "Agreements") to the extent relating to Phase V (the "Assigned Interests"), TO HAVE AND TO HOLD the Assigned Interests unto the Assignee and its legal representatives, successors, and assigns forever.
2. Assumption. By execution hereof, the Assignee accepts the assignment of the Assigned Interests contemplated herein and assumes all of the Assignor's past, present and future liabilities, duties and obligations under the Agreements to the extent relating to Phase V.
3. Representation. The Assignor hereby represents and warrants to the Assignee that the Assignor is the sole owner of the Assigned Interests and that the Assigned Interests are hereby conveyed to the Assignee free and clear of any liens, claims, security interests or encumbrances.
4. Counterparts. Each of the counterparts hereof executed shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.
5. Further Assurances. The Assignor covenants and agrees promptly to execute, deliver, file, or record, or cause to be executed, delivered, filed or recorded, such agreements, instruments, certificates and other documents and to do and perform such other and further actions as the Assignee may reasonably request or as may otherwise be

necessary or proper to assign, convey, transfer and deliver the Assigned Interests unto the Assignee.

6. Headings Descriptive. The headings contained in this Assignment are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

7. Governing Law. This assignment shall be governed by and construed in accordance with the laws of the State of Texas.

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ASSIGNOR:

SWEETWATER WIND POWER L.L.C.

By: Sybil M. Cioffi
Name: Sybil M. Cioffi
Title: Executive Officer

ASSIGNEE:

SWEETWATER WIND 5 LLC

By: Sybil M. Cioffi
Name: Sybil M. Cioffi
Title: Executive Officer

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2. Tax Abatement Agreement, dated December 18, 2006, between Nolan County Hospital District, dba Rolling Plains Memorial Hospital, and Assignor.
3. Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operation Taxes, executed December 19, 2006, between Highland Independent School District and Assignor.