

# alternativenenergy™

Powered by BP

Robert L. Lukefahr  
President, Power Americas  
BP Alternative Energy NA Inc.

700 Louisiana Street,  
33<sup>rd</sup> Floor  
Houston, Texas 77002

713-354-2100

November 30, 2007

Mr. Kevin Allen  
Superintendent  
Iraan-Sheffield Independent School District  
100 South Farr Street  
Iraan, TX 79744-0486

Re: Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, dated November 12, 2007 ("Agreement"; capitalized terms used but not defined in this Agreement will have the meanings ascribed to them in the Agreement), between Iraan-Sheffield Independent School District ("District") and BP Alternative Energy North America Inc. ("BPAE").

Dear Mr. Allen and Iraan-Sheffield Independent School District:

In accordance with Section 8.4 of the Agreement, this letter is to notify you that BPAE has assigned the Agreement to its Affiliate, Sherbino I Wind Farm LLC, a Delaware limited liability company, effective as of November 30, 2007.

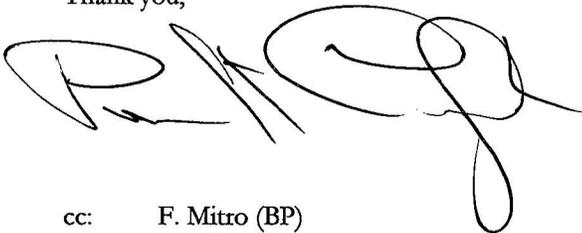
Attached, for your records, as Exhibit A is a copy of the fully executed Assignment Agreement. Also, for purposes of Section 8.1 of the Agreement, please address any notices to Applicant to the following address:

Sherbino I Wind Farm LLC  
c/o BP Wind Energy North America Inc.  
501 Westlake Park Boulevard  
Houston, TX 77079

Attention: Mark S. Snell  
Telephone: (281) 366-5223  
Telecopy: (281) 366-7583

If you have any further questions, please do not hesitate to contact myself or Fred Mitro

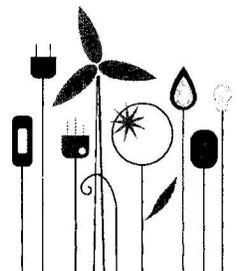
Thank you,



cc: F. Mitro (BP)  
K. Albright (BP)



Exhibit A  
Assignment Agreement  
(Attached)



# COPY

**ASSIGNMENT AGREEMENT  
(Iraan-Sheffield Independent School District Limitation Agreement)**

This Assignment Agreement, dated as of November [30], 2007 (this "Assignment"), is made by **BP Alternative Energy North America Inc.**, a Delaware corporation (the "Assignor"), and **Sherbino I Wind Farm LLC**, a Delaware limited liability company (the "Assignee").

**RECITALS**

A. Assignor entered into the Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operation Taxes, dated November 12, 2007 (the "Agreement"), with Iraan-Sheffield Independent School District, a lawfully created independent school district within the State of Texas operating under and subject to the Texas Education Code (the "District"), providing for, among other things, the limitation of the appraised value of certain property with respect to an approximately 150MW wind power project (the "Project") located near Ft. Stockton, Texas being developed by Assignor and Assignor's affiliates.

B. Assignee is an indirect, wholly-owned subsidiary of Assignor, and will own the Project.

C. Assignor wishes to assign and delegate, and Assignee wishes to accept and assume, all of Assignor's rights and obligations under the Agreement, on and subject to the terms and conditions of this Assignment.

D. In accordance with Section 8.4 of the Agreement, Assignor is permitted to make such assignment to Assignee.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreements contained in this Assignment 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. Assignor does hereby TRANSFER, GRANT, ASSIGN, SELL, CONVEY and DELIVER unto Assignee, all of Assignor's right title and interest in and to the Agreement (the "Assigned Interest"), TO HAVE AND TO HOLD the Assigned Interest unto Assignee and its legal representatives, successors, and assigns forever.

2. Assumption. By execution of this Assignment, Assignee hereby accepts the assignment of the Assigned Interest contemplated in this Assignment, assumes all of Assignor's past, present and future liabilities, duties and obligations under the Agreement, and agrees to be bound by all of the terms and conditions of the Agreement. Except to the extent provided in Section 3 to Assignee, Assignor will have no further liability with respect to the Agreement.

3. Representation. Assignor hereby represents and warrants to Assignee that the Assignor is the sole owner of the Assigned Interest and that the Assigned Interest is hereby conveyed to Assignee free and clear of any liens, claims, security interests or encumbrances.

4. Counterparts. Each executed counterpart of this Assignment will, for all purposes, be deemed to be an original, and all such counterparts will together constitute but one and the same instrument.

5. Further Assurances. 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 Interest 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.

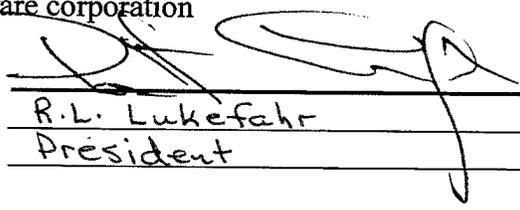
7. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of Texas.

*[Remainder of page intentionally blank.]*

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

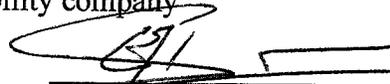
**ASSIGNOR:**

**BP Alternative Energy North America Inc., a Delaware corporation**

By:   
Name: R.L. Lukefahr  
Title: President

**ASSIGNEE:**

**Sherbino I Wind Farm LLC, a Delaware limited liability company**

By:   
Name: E.J.W. Bakker  
Title: Vice President