

## PARTIAL ASSIGNMENT

THIS PARTIAL ASSIGNMENT (this "Assignment") dated as of the 23rd day of December, 2003, is made by **Sweetwater Wind Power, L.L.C.** (the "Assignor"), and **Sweetwater Wind 1 LLC** (the "Assignee").

## RECITALS

1. Assignee is a party to the Equity Capital Contribution Agreement, dated June 30, 2003 (the "Agreement"), among Babcock & Brown Sweetwater 1 LLC, Catamount Sweetwater 1 LLC, as assignee of Catamount Sweetwater Corporation, FC Energy Finance I, Inc., KEF Equity Investment Corp., as partial assignee of the aforesaid parties and Assignee, (capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement).

2. The execution and delivery of this Assignment is a condition to the obligations of the Equity Investors (including, for avoidance of doubt, KEF Equity Investment Corp.) to make the Equity Capital Contributions to the Assignee pursuant to the Agreement.

3. The Assignor will benefit from the transactions contemplated by the Agreement and is assigning to the Assignee the agreements described on Exhibit A hereto in order to induce the Equity Investors to make the Equity Capital Contribution to the Assignee.

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 I (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 I.

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. 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: 

Name: H. DAVID RAMM

Title: PRESIDENT

**ASSIGNEE:**

SWEETWATER WIND 1 LLC

By: 

Name: Hunter Armitage

Title: VP - Managing Member

## EXHIBIT A

### Agreements

1. ERCOT Standard-Generation Interconnection Agreement dated October 23, 2002 as amended by Amendment No. 1 and Amendment No. 2 between LCRA Transmission Services Corporation, as successor in interest to Oncor Electric Delivery Corporation and the Assignor, as successor in interest to DKR Development, L.L.C.
2. Tax Abatement Agreement dated June 17, 2003 among Nolan County Farm to Market Road District and Assignor.
3. Agreement dated October 23, 2003 among Nolan County Hospital District, dba Rolling Plains Memorial Hospital and Assignor.
4. Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operation Taxes dated December 22, 2003 between Blackwell ISD and Assignor. ✓

## PARTIAL ASSIGNMENT

THIS PARTIAL ASSIGNMENT (this "Assignment") dated as of the 19th day of April, 2004, is made by Sweetwater Wind Power L.L.C., a Texas limited liability company (the "Assignor"), and Sweetwater Wind 2 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 400 megawatts consisting of wind turbine generators to be manufactured by GE Wind Energy, LLC (the "Project").
2. As part of the Project, Assignor developed and transferred to a third party the first 37.5 megawatts of the Project, which consisted of 25 1.5 megawatt wind turbine generators ("Phase I").
3. Assignor currently owns certain rights and is subject to certain obligations relating to the development of the next phase of the Project ("Phase II"), which will consist of approximately 91.5 megawatts and consist of 61 1.5 megawatt wind turbine generators.
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 II (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 II.
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.

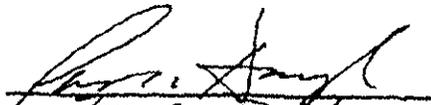
**ASSIGNOR:**

SWEETWATER WIND POWER L.L.C.

By:   
Name: Tom C. Doyle  
Title: Secretary Treasurer

**ASSIGNEE:**

SWEETWATER WIND 2 LLC

By:   
Name: Tom C. Doyle  
Title: Secretary Treasurer

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**EXHIBIT A**

**Agreements**

1. **Build-Out Agreement, dated as of December 23, 2003, by and among Assignor, Sweetwater Wind 1 LLC, DKR Wind Energy, LLC, GE Wind Energy, LLC and Babcock & Brown Power Operating Partners LLC.**
2. **Tax Abatement Agreement, executed on June 17, 2003, among Nolan County Texas, the Nolan County Farm to Market Road District and Assignor.** ✓
3. **Agreement, dated October 23, 2003, between Nolan County Hospital District, dba Rolling Plains Memorial Hospital, and Assignor.**
4. **Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operation Taxes, executed December 22, 2003, between Blackwell Consolidated Independent School District and Assignor.** ✓

## EXECUTION VERSION

### PARTIAL ASSIGNMENT (Phase III Rights under Interconnection Agreement and Tax Agreements)

THIS PARTIAL ASSIGNMENT (this "Assignment") dated as of the 10th day of May, 2005, is made by Sweetwater Wind Power L.L.C., a Texas limited liability company (the "Assignor"), and Sweetwater Wind 3 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 400 megawatts consisting of wind turbine generators to be manufactured by GE Wind Energy, LLC (the "Project").
2. As part of the Project, Assignor developed and transferred to a third party the first 37.5 megawatts of the Project, which consisted of 25 1.5 megawatt wind turbine generators ("Phase I"), and the second 91.5 megawatts of the Project, which consisted of 61 wind turbine generators ("Phase II").
3. Assignee is a party to the Membership Interest Purchase and Equity Capital Contribution Agreement, dated as of May 10, 2005 (the "ECCA"), among Assignee, DKR Wind Energy, LLC, Babcock & Brown Sweetwater 3 LLC, Catamount Sweetwater 3 LLC, FC Energy Finance I, Inc., The Northwestern Mutual Life Insurance Company, The Prudential Insurance Company of America, and Bankers Commercial Corporation, which ECCA contemplates that Assignor's affiliate, Assignee, will develop and own the next phase of the Project (as more particularly defined in the ECCA, "Phase III").
4. Assignor currently owns certain rights and is subject to certain obligations relating to the development of Phase III under the agreements described on Exhibit A (the "Agreements").
5. Assignor wishes to assign and delegate those rights and obligations to Assignee, and Assignee wishes to accept and assume such rights and obligations, in accordance with the terms and conditions of this Assignment.
6. Pursuant to the Consent and Agreement, dated as of May 10, 2005, among LCRA Transmission Services Corporation, Assignor, and Assignee, Assignor is entitled to assign and delegate such rights and obligations relating to the Interconnection Agreement (as defined on Exhibit A) to Assignee in accordance with the terms and conditions of this Assignment.
7. The execution and delivery of this Assignment is a condition to the obligations of the Equity Investors (as defined in the ECCA) to make the Equity Capital Contributions (as defined in the ECCA) to Assignee pursuant to the ECCA.

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 Agreements to the extent relating to Phase III (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 Agreement to the extent relating to Phase III.
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.

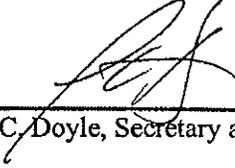
*[Remainder of page intentionally blank.]*

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

**ASSIGNOR:**

SWEETWATER WIND POWER L.L.C.

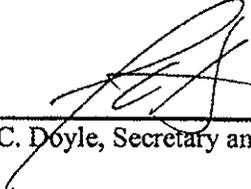
By:

  
\_\_\_\_\_  
Jon C. Doyle, Secretary and Treasurer

**ASSIGNEE:**

SWEETWATER WIND 3 LLC

By:

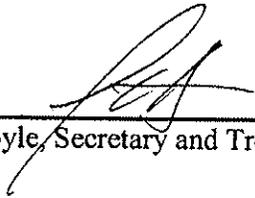
  
\_\_\_\_\_  
Jon C. Doyle, Secretary and Treasurer

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

**ASSIGNOR:**

SWEETWATER WIND POWER L.L.C.

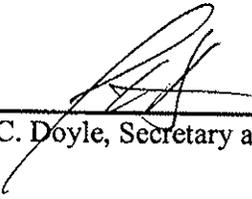
By:

  
\_\_\_\_\_  
Jon C. Doyle, Secretary and Treasurer

**ASSIGNEE:**

SWEETWATER WIND 3 LLC

By:

  
\_\_\_\_\_  
Jon C. Doyle, Secretary and Treasurer

## EXHIBIT A

### Agreement

1. ERCOT Standard Generation Interconnection Agreement, dated as of October 23, 2002, by and between LCRA Transmission Services Corporation (as successor in interest to ONCOR Electric Delivery Company) and Assignor (as successor in interest to DKR Development, L.L.C.), as amended by (a) Amendment No. 1, dated as of November 26, 2002, by and among ONCOR Electric Delivery Company and DKR Development, L.L.C., (b) Amendment No. 2, dated as of June 27, 2003, by and among LCRA Transmission Services Corporation, DKR Development, L.L.C., as assignor, and Assignor, as assignee, (c) Amendment No. 3, dated as of January 6, 2004, by and among LCRA Transmission Services Corporation and Assignor, and (d) Amendment No. 4, dated as of August 9, 2004, by and among LCRA Transmission Services Corporation and Assignor (collectively, the "Interconnection Agreement").
2. Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, dated as of December 13, 2004, between the Assignor and Sweetwater Independent School District, a lawfully created independent school district of the State of Texas operating under and subject to The Texas Education Code.
3. Tax Abatement Agreement, executed on June 17, 2003, among Nolan County Texas, the Nolan County Farm to Market Road District and Assignor.
4. Agreement, dated October 23, 2003, between Nolan County Hospital District, dba Rolling Plains Memorial Hospital, and Assignor.
5. Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operation Taxes, executed December 22, 2003, between Blackwell Consolidated Independent School District and Assignor.
6. Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, dated December 22, 2003, between Highland Independent School District and Assignor.