

**AMENDMENT NO. 2 TO STANDARD LARGE GENERATOR
INTERCONNECTION AGREEMENT**

This Amendment No 2, dated as of March , 2011, by and between Vermont Wind, LLC, a Delaware limited liability company with a principal place of business located at 179 Lincoln Street, Boston, Massachusetts (“Interconnection Customer”), ISO New England Inc., a Delaware non-stock corporation with a principal place of business located at One Sullivan Road, Holyoke, Massachusetts (“System Operator”), and Vermont Transco LLC, a Vermont limited liability company with a principal place of business located at 366 Pinnacle Ridge Road, Rutland, Vermont (“Interconnecting Transmission Owner”), amends the terms of the Standard Large Generator Interconnection Agreement (“Agreement”) entered into by and between UPC Vermont Wind, LLC, the System Operator and the Interconnecting Transmission Owner as of April 11, 2008, as previously amended by Amendment No. 1 to the Agreement dated April 22, 2010. This Agreement is designated as Original Service Agreement No. LGIA-ISON/VT-08-01 under the ISO New England Inc. Transmission, Markets and Services Tariff (“Tariff”). The Interconnection Customer, the System Operator and the Interconnecting Transmission Owner are each referred to herein as a “Party” or, collectively as the “Parties.”

WITNESSETH:

WHEREAS, Interconnection Customer will be the owner and operator of a wind power electric generating facility located in Sheffield, Vermont (the “Generating Facility”);

WHEREAS, the Parties entered into the Agreement in order to provide for Interconnection Service by System Operator and Interconnecting Transmission Owner to Interconnection Customer, and to define the continuing responsibilities and obligations of each Party;

WHEREAS, the Agreement fully conforms to the Standard Large Generator Interconnection Agreement in Appendix 6 of Schedule 22 to Section II of the Tariff that was in effect at the time the Agreement was executed, and, therefore, the Agreement was not required to be filed with the Federal Energy Regulatory Commission;

WHEREAS, ON April 11, 2008, the Parties entered into Amendment No. 1 to the Agreement, which, among other things, revised the Agreement to reflect Interconnection Customer’s name change from UPC Vermont Wind, LLC to Vermont Wind, LLC;

WHEREAS, Appendix B to the Agreement sets forth the Milestones by which the Parties must complete certain obligations and duties pursuant to the Agreement;

WHEREAS, on November 24, 2010, and as further revised on January 10, 2011, the Interconnection Customer notified System Operator and Interconnecting Transmission Owner of certain proposed modifications to the Milestones in Appendix B to the Agreement;

WHEREAS, Article 30 of the Agreement authorizes the Parties to amend Agreement by a written instrument duly executed by the Parties; and

WHEREAS, the Parties desire to amend the Milestones set forth in Appendix B to the Agreement and update the information in Appendix F to the Agreement;

NOW, THEREFORE, in order to carry out the transaction contemplated in the Agreement, and in consideration of the premises and mutual promises therein made, the Parties hereby agree as follows:

1. Appendices B and F, Revision 1, to the Agreement are deleted and shall be replaced by Appendices B and F, Revision 2, attached hereto as Attachment 1.
2. All capitalized terms used in this Amendment No. 2 and not defined herein shall have the meaning provided to them in the Agreement.
3. Except as otherwise provided in this Amendment No. 2, all terms and conditions of the Agreement shall remain in full force and effect.
4. Amendment No. 2 shall become effective and a part of the Agreement upon satisfaction of all Applicable Laws and Regulations.

Agreed and accepted this 11 day of March 2011.

VERMONT WIND, LLC

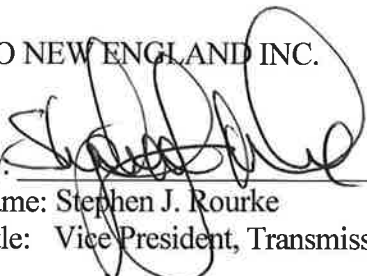
VERMONT TRANSCO LLC

By: Sheffield Holdings, LLC
Its Member

By: _____
Name:
Title:

By: _____
Name:
Title:

ISO NEW ENGLAND INC.

By: 
Name: Stephen J. Rourke
Title: Vice President, Transmission Planning

WHEREAS, Article 30 of the Agreement authorizes the Parties to amend Agreement by a written instrument duly executed by the Parties; and

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Agreed and accepted this 11 day of March 2011.

VERMONT WIND, LLC

VERMONT TRANSCO LLC

By: Sheffield Holdings, LLC
Its Member

By: _____
Name:
Title:

By: 
Name: JEFFERSON J. JONES
Title: Corporate Counsel

ISO NEW ENGLAND INC.

By: _____
Name: Stephen J. Rourke
Title: Vice President, Transmission Planning

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Agreed and accepted this 11 day of March 2011.

VERMONT WIND, LLC

VERMONT TRANSCO LLC

By: Sheffield Holdings, LLC
Its Member

By: 
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ISO NEW ENGLAND INC.

By: _____
Name: Stephen J. Rourke
Title: Vice President, Transmission Planning

ATTACHMENT 1

APPENDIX B, REVISION 2, TO THE AGREEMENT

Milestones

1. Selected Option Pursuant to Article 5.1: Interconnection Customer selects the :

Option to Build under Article 5.1.3. Options as described in Articles 5.1.1, 5.1.2, and 5.1.4 shall not apply to this LGIA

2. Milestones for all Large Generating Facilities: The description and entries listed in the following table establish the required Milestones in accordance with the provisions of the LGIP and this LGIA.

| Item No. | Milestone Description | Responsible Party | Date | LGIP/LGIA Reference |
|----------|--|---|----------------|---------------------|
| 1 | Provide evidence of continued Site Control to System Operator, or \$250,000 non-refundable deposit to Interconnecting Transmission Owner | Interconnection Customer | Complete | § 11.3 of LGIP |
| 2 | Provide evidence of one or more milestones specified in § 11.3 of LGIP | Interconnection Customer | Complete | § 11.3 of LGIP |
| 3 | Reserved for future use | Not Applicable | Not Applicable | Not Applicable |
| 4 | Provide certificate of insurance | Interconnection Customer and Interconnecting Transmission Owner | Complete | § 18.3.9 of LGIA |
| 5 | Provide siting approval for Generating Facility and Interconnection Facilities to Interconnecting Transmission Owner | Interconnection Customer | Complete | § 7.5 of LGIP |

| | | | | |
|-----|--|--|--|-----------------------------|
| 6 | Provide written authorization to Interconnecting Transmission Owner to proceed with design, equipment procurement and construction | Interconnection Customer | Complete | § 5.5.2 and § 5.6.3 of LGIA |
| 7 | Engineering of Interconnection Facilities approved by Interconnecting Transmission Owner | Interconnection Customer to provide to Interconnecting Transmission Owner; Interconnecting Transmission Owner to complete approval | Complete | § 7.5 of LGIP |
| 8 | Provision of Security to Interconnecting Transmission Owner pursuant to Section 11.5 of LGIA | Interconnection Customer | Complete - Letter of Credit - \$150,000 | §§ 5.5.3 and 5.6.4 of LGIA |
| 9 | Provision of Security to Interconnecting Transmission Owner pursuant to Section 5.17.3 of LGIA [Tax Liability] | Interconnection Customer | 30 days prior to commencement of commercial operations | § 5.17.3 of LGIA |
| 10 | Ordering of long lead time material for Interconnection Facilities and Network Upgrades | Interconnection Customer | Complete | § 7.5 of LGIP |
| 11A | Provide initial design and specification for Interconnection Customer's Interconnection Facilities to Interconnecting Transmission Owner | Interconnection Customer | Complete | § 5.10.1 of LGIA |
| 11B | Provide comments on initial design and specification for Interconnection Customer's Interconnection Facilities | Interconnecting Transmission Owner | Complete | § 5.10.1 of LGIA |

| | | | | |
|-----|--|------------------------------------|---|-------------------|
| 12A | Provide final design and specification for Interconnection Customer's Interconnection Facilities to Interconnecting Transmission Owner | Interconnection Customer | 90 days prior to Initial Synchronization Date | § 5.10.1 of LGIA |
| 12B | Provide comments on final design and specification for Interconnection Customer's Interconnection Facilities to Interconnecting Transmission Owner | Interconnecting Transmission Owner | Within 30 days of receipt | § 5.10.1 of LGIA |
| 13 | Deliver to Transmission Owner "as built" drawings, information and documents regarding Interconnection Customer's Interconnection Facilities | Interconnection Customer | Within 120 days after Commercial Operation date | § 5.10.3 of LGIA |
| 14 | Provide protective relay settings to Interconnecting Transmission Owner for coordination and verification | Interconnection Customer | 90 days prior to Initial Synchronization Date | §§ 5.10.1 of LGIA |
| 15 | Commencement of construction Interconnection Facilities | Interconnecting Transmission Owner | Not applicable | § 5.6 of LGIA |
| 16 | Deliver to Interconnection Customer "as built" drawings, information and documents regarding Interconnecting Transmission Owner's Interconnection Facilities | Interconnecting Transmission Owner | Not applicable | § 5.11 of LGIA |
| 16A | Deliver to Interconnecting Transmission Owner Customer "as built" drawings, information and documents regarding Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades | Interconnection Customer | Within 120 days after Commercial Operation date | |
| 17 | Provide Interconnection | Interconnecting | Within 6 months | § 12.2 of LGIA |

| | | | | |
|----|---|--------------------------|---------------------------------------|--|
| | Customer final cost invoices | Transmission Owner | of completion | |
| 18 | In Service Date | Interconnection Customer | 7/1/2011 | § 3.3.1 and 4.4.5 of LGIP, § 5.1 of LGIA |
| 19 | Initial Synchronization Date | Interconnection Customer | 7/15/2011 | § 3.3.1, 4.4.4, 4.4.5, and 7.5 of LGIP |
| 20 | Commercial Operation Date | Interconnection Customer | 11/30/2011 | § 3.3.1, 4.4.4, 4.4.5, and 7.5 of LGIP |
| 21 | Submit updated information to System Operator and Interconnecting Transmission Owner | Interconnection Customer | Complete | § 24.3 of LGIA |
| 22 | Submit supplemental and updated information to System Operator and Interconnecting Transmission Owner | Interconnection Customer | Prior to Initial Synchronization Date | § 24.4 of LGIA |

APPENDIX F, REVISION 2, TO THE AGREEMENT

Addresses for Delivery of Notices and Billings Notices:

System Operator:

Generator Interconnections
Transmission Planning Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

With copy to:
Billing Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

Interconnecting Transmission Owner:

Vermont Transco LLC
c/o Vermont Electric Power Company, Inc.
366 Pinnacle Ridge Road
Rutland, VT 05701
Phone: (800) 770-6200
Fax: (802) 770-6440
Attn: General Counsel

Interconnection Customer:

Vermont Wind, LLC
c/o First Wind, LLC
179 Lincoln St, Suite 500
Boston, MA 02111
Phone: 617-960-2888
Fax: 617-960-2889
Attn: General Counsel

Billings and Payments:

System Operator:

Generator Interconnections
Transmission Planning Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

With copy to:

Billing Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

Interconnecting Transmission Owner:

Vermont Transco LLC
c/o Vermont Electric Power Company, Inc.
366 Pinnacle Ridge Road
Rutland, VT 05701
Phone: (800) 770-6200
Fax: (802) 770-6440
Attn: Accounting Manager

Interconnection Customer:

Vermont Wind, LLC
c/o First Wind, LLC
179 Lincoln St, Suite 500
Boston, MA 02111
Phone: 617-960-2888
Fax: 617-960-2889
Attn: Accounting Department

Alternative Forms of Delivery of Notices (telephone, facsimile or email):

System Operator:

Facsimile: (413) 540-4203
E-mail: geninterconn@iso-ne.com

With copy to:
Facsimile: (413) 535-4024
E-mail: billingdept@iso-ne.com

Interconnecting Transmission Owner:

Facsimile: (802) 770-6440
Email: JJones@velco.com

Interconnection Customer:

Facsimile: (617) 960-2889
Email: general.counsel@firstwind.com

DUNS Numbers:

Interconnection Customer: 83-158-2106

Interconnecting Transmission Owner: 78-039-9163

