

**AMENDMENT NO 1. TO STANDARD LARGE GENERATOR  
INTERCONNECTION AGREEMENT**

This Amendment No 1, dated as of April 22, 2010, 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 the Interconnection Customer, the System Operator and the Interconnecting Transmission Owner as of April 11, 2008, and designated as Original Service Agreement No. LGIA-ISONE/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, 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 March 22, 2010, the Interconnection Customer notified System Operator and Interconnecting Transmission Owner of certain proposed modifications the Milestones in Appendix B to the Agreement;

WHEREAS, on May 1, 2008, the name of the Interconnection Customer was changed from UPC Vermont Wind, LLC to Vermont Wind, LLC:

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

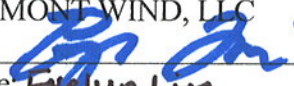
WHEREAS, the Parties desire to amend the Milestones set forth in Appendix B to the Agreement and update the information in Appendices C and F to the Agreement;

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

Agreed and accepted this 22 day of April 2010.

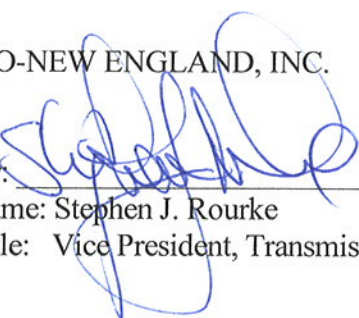
VERMONT WIND, LLC

By:   
Name: Evelyn Lim  
Title: Secretary

VERMONT TRANSCO LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ISO-NEW ENGLAND, INC.

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

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Agreed and accepted this \_\_\_\_ day of April 2010.

VERMONT WIND, LLC

By: \_\_\_\_\_

Name:

Title:

VERMONT TRANSCO LLC

By: 

Name: JEFFERSON J. JONES

Title: Corporate Counsel

ISO-NEW ENGLAND, INC.

By: \_\_\_\_\_

Name: Stephen J. Rourke

Title: Vice President, Transmission Planning

## ATTACHMENT 1

### APPENDIX B, REVISION 1, 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	Within 15 BD of final LGIA receipt	§ 11.3 of LGIP
2	Provide evidence of one or more milestones specified in § 11.3 of LGIP	Interconnection Customer	Within 15 BD of final LGIA receipt	§ 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	Within 10 days of execution of LGIA	§ 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	May 15, 2010 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	March 31, 2010	§ 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	Interconnecting Transmission Owner	Complete	§ 5.10.1 of LGIA

	Interconnection Facilities			
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 Customer final cost invoices	Interconnecting Transmission Owner	Within 6 months of completion	§ 12.2 of LGIA
18	In Service Date	Interconnection Customer	7/1/2010	§ 3.3.1 and 4.4.5 of LGIP, § 5.1 of LGIA
19	Initial Synchronization Date	Interconnection Customer	8/1/2010	§ 3.3.1, 4.4.4, 4.4.5, and 7.5 of LGIP
20	Commercial Operation Date	Interconnection Customer	10/31/2010	§ 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 C, REVISION 1, TO THE AGREEMENT**

**Interconnection Details**

<b>Generator Data</b>	
Number of Generators	16
Manufacturer	Clipper Windpower Technology, Inc.
Model	Clipper 2.5 MW Liberty Series
Designation of Generator(s)	Clipper 2.5 MW Liberty Series
Excitation System Manufacturer	
Excitation System Model	
Voltage Regulator Manufacturer	
Voltage Regulator Model	
<b>Generator Ratings</b>	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 90 Degrees F	2.5
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 50 Degrees F	2.5
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 20 Degrees F	2.5
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above zero Degrees F	2.5
Station Service Load For Each Unit	15 kW Peak Demand (approximate)
Overexcited Reactive Power at Rated MVA and Rated Power Factor	0.827 MVAR
Underexcited Reactive Power at Rated MVA and Rated Power Factor	0.827 MVAR
<b>Generator Short Circuit and Stability Data</b>	



Generator MVA rating	2.63 MVA
Generator AC Resistance	Not Available*
Subtransient Reactance (saturated)	Not Available*
Subtransient Reactance (unsaturated)	Not Available*
Transient Reactance (saturated)	Not Available*
Negative sequence reactance	Not Available*
*See Section 3.0 Short Circuit Modeling Clipper Windpower Technology, Inc. Utility Interconnect, Electrical Modeling Specifications, Load Flow, Short Circuit, Stability Studies and Low Voltage Ride Through Details 2.5 MW Clipper Liberty Series Wind Turbine Revision A dated September 8, 2008	
<b>GSU Transformer Data</b>	
Number of units	16
Self Cooled Rating	2750 kVA
Maximum Rating	2750 kVA
Winding Connection (LV/LV/HV)	690 V GY/34.5 kV D
Fixed Taps	105%,102.5%,100%,97.5%,95%
Z1 primary to secondary at self cooled rating	5.5%
Positive Sequence X/R ratio primary to secondary	5.75
Z0 primary to secondary at self cooled rating	5.5%
Zero Sequence X/R ratio primary to tertiary	5.75
<b>Collector Substation Transformer Data</b>	
Number of units	1
Self Cooled Rating	30 MVA
Maximum Rating	50 MVA
Winding Connection (LV/LV/HV)	34.5kV grd Y/115 kV grd Y with 13.8 kV Delta tertiary (Buried)
Fixed Taps	105%,102.5%,100%,97.5%,95%
Z1 primary to secondary at self cooled rating	9.19%

Positive Sequence X/R ratio primary to secondary	31.58
Z0 primary to secondary at self cooled rating	9.19% (assumption)
Zero Sequence X/R ratio primary to tertiary	31.58 (assumption)

## APPENDIX F, REVISION 1, 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: General Counsel

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

System Operator:

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

With copy to:  
Facsimile: (413) 535-4024  
E-mail: [billingdepartment@iso-ne.com](mailto:billingdepartment@iso-ne.com)

Interconnecting Transmission Owner:

Facsimile: (802) 770-6440  
Email: [msciarrotta@velco.com](mailto:msciarrotta@velco.com)

Interconnection Customer:

Facsimile: (617) 960-2889  
Email: [elim@firstwind.com](mailto:elim@firstwind.com)

**DUNS Numbers:**

Interconnection Customer: 83-158-2106

Interconnecting Transmission Owner: 78-039-9163