



Aaron Sawabi
Project Manager

May 2, 2014

Mr. Andy Novey
Patriot Renewables, LLC
549 South Street
Quincy, MA 02169-7318

Dear Andy:

Please find enclosed the fully executed Amendment No. 1 for the Saddleback Ridge Wind Project.

Please contact me if you have any questions concerning the above information.

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron Sawabi", with a stylized flourish at the end.

Aaron Sawabi
Project Manager

Enclosure

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

This Amendment No. 1, dated as of April 30, 2014, is entered into by and between Saddleback Ridge Wind, LLC, ("Interconnection Customer"), a Massachusetts company with a principal place of business located at 549 South Street, Quincy, Massachusetts; ISO New England Inc. ("System Operator"), a Delaware non-stock corporation with a principal place of business located at One Sullivan Road, Holyoke, Massachusetts; and Central Maine Power ("Interconnecting Transmission Owner"), a Maine company with a usual place of business located at 83 Edison Drive, Augusta, Maine. This Amendment No.1 amends the terms of the Standard Large Generator Interconnection Agreement (the "Agreement") entered into by and between the Interconnection Customer, the System Operator and the Interconnecting Transmission Owner as of September 25, 2013. This agreement is designated as Original Service Agreement No. LGIA-ISONE/CMP-13-03 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, the Interconnection Customer is the owner of a 34.2 megawatt proposed wind turbine electric generating facility (gross rating at 0°F) to be located in the towns of Carthage, Dixfield and Canton, Maine (the "Generating Facility");

WHEREAS, the Parties entered into the Agreement in order to provide for Interconnection Service to the 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 it was executed, and, therefore, the Agreement was not required to be filed with the Federal Energy Regulatory Commission;

WHEREAS, on April 24, 2014, the Interconnection Customer notified the System Operator and Interconnecting Transmission Owner of certain proposed modifications to the Milestones in Appendix B to the Agreement;

WHEREAS, pursuant to Article 5.19 of the Agreement and Section 4.4 of the *pro forma* Large Generator Interconnection Procedures, the System Operator reviewed the proposed modification and determined that such modifications did not constitute a Material Modification and therefore no new Interconnection Request is required;

WHEREAS, Article 4.1 of the Agreement sets forth the type of Interconnection Service provided by the Agreement, Appendix A to the Agreement sets forth a listing of applicable re-study upgrade obligations that may result from a Forward Capacity Auction pursuant to the Agreement;

- WHEREAS, the Parties must amend the type of Interconnection Service provided by the Agreement in Article 4.1, the status of the potential for post-Forward Capacity Auction re-study upgrade obligations

indicated in Appendix A to the Agreement, and the level of interconnection service listed in Appendix C to the Agreement;

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

WHEREAS, Section 30.10 of the Agreement authorizes the Parties to amend the Appendices to the Agreement by a written instrument duly executed by the Parties; and

WHEREAS, the Parties desire to revise Appendix A, Appendix B, and Appendix C of 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 and herein made, the Parties hereby agree as follows:

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

Agreed and accepted this 30th day of April, 2014.

SADDLEBACK RIDGE WIND, LLC (Interconnection Customer)

By: 

Name: Jay Cashman

Title: Manager

CENTRAL MAINE POWER (Interconnecting Transmission Owner)

By: _____

Name: Sara J. Burns

Title: President and CEO

By: _____

Name: Eric N. Stinneford

Title: Vice President – Treasurer, Controller and Clerk

ISO NEW ENGLAND INC. (System Operator)

By: 

Name: Stephen J. Rourke

Title: Vice President System Planning

Agreed and accepted this 30th day of April, 2014.

SADDLEBACK RIDGE WIND, LLC (Interconnection Customer)

By: _____

Name: Jay Cashman

Title: Manager

CENTRAL MAINE POWER (Interconnecting Transmission Owner)

By:  _____

Name: Sara J. Burns

Title: President and CEO

By:  _____

Name: Eric N. Stinneford

Title: Vice President – Treasurer, Controller and Clerk

ISO NEW ENGLAND INC. (System Operator)

By: _____

Name: Stephen J. Rourke

Title: Vice President System Planning