

**STATE OF VERMONT
PUBLIC SERVICE BOARD**

Docket No. 8400

Petition of Champlain VT, LLC d/b/a TDI New England)
for a Certificate of Public Good, pursuant to 30 V.S.A. §248,)
authorizing the installation and operation of a high voltage)
direct current (HVDC) underwater and underground electric)
transmission line with a capacity of 1,000 MW, a converter)
station, and other associated facilities, to be located in Lake)
Champlain and in the Counties of Grand Isle, Chittenden,)
Addison, Rutland, and Windsor, Vermont, and to be known)
as the New England Clean Power Link Project (“NECPL”))

First Amendment to Stipulation Between Champlain VT, LLC and Vermont Department of Public Service, Vermont Agency of Natural Resources, and Vermont Division for Historic Preservation

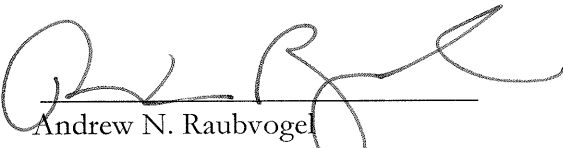
This First Amendment (“Amendment”) to the July 17, 2015 Stipulation (“Stipulation”) executed between Champlain VT, LLC d/b/a TDI New England (“TDI-NE”) and the Vermont Public Service Department (“PSD” or “Department”), Vermont Agency of Natural Resources (“ANR”) and the Vermont Division for Historic Preservation (“DHP”) is made as of the 29th day of July, 2015 between PSD, ANR, DHP and TDI-NE, the “Parties,” and each, a “Party.” The Parties hereby amend the Stipulation to include the following language, leaving all other provisions in the Stipulation in full force and effect:

New subsection (r) to Paragraph 7 entitled “Proposed CPG Conditions” is added:

- r. In the event that Paragraph 16 of the July 24, 2015 Agreement between TDI-NE and Vermont Transco LLC/Vermont Electric Power Company, Inc. (together, “VELCO”) applies to this Project, the Department acknowledges that it will use its best efforts to minimize Vermont’s regional share of the NECPL’s costs.

[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]

IN WITNESS WHEREOF the Parties hereto have caused their representatives to execute and deliver this Agreement as of the date hereinabove set forth.

By: 

Andrew N. Raubvogel
Dunkiel Saunders Elliott Raubvogel & Hand, PLLC
Counsel for TDI New England

By: _____
Sheila Grace
Vermont Public Service Department
Special Counsel

By: _____
Donald Einhorn
Vermont Agency of Natural Resources
Legal Counsel

By: _____
Dale Azaria
Vermont Division for Historic Preservation
Legal Counsel

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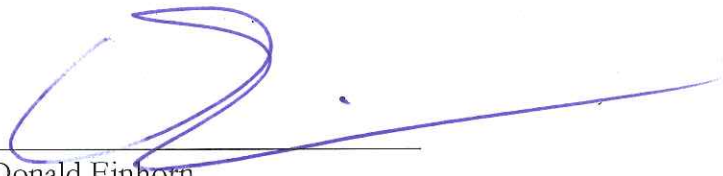
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