

# BROADWIND ENERGY, INC.

Filed by  
**DRECOLL JOHN CAMERON**

## **FORM SC 13D/A** (Amended Statement of Beneficial Ownership)

Filed 01/21/10

Address	3240 S. CENTRAL AVENUE CICERO, IL 60804
Telephone	708-780-4800
CIK	0001120370
Symbol	BWEN
SIC Code	3360 - Nonferrous Foundries (castings)
Industry	Misc. Capital Goods
Sector	Capital Goods
Fiscal Year	12/31

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934  
(Amendment No. 3)\***

**Broadwind Energy, Inc.**

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(Name of Company)

**Common Stock, par value \$0.001 per share**

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(Title of Class of Securities)

**891861 10 6**

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(CUSIP Number)

**Fran Stoller, Esq., Loeb & Loeb LLP, 345 Park Avenue, New York, NY 10154**

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(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

**January 15, 2010**

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(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box.

**Note** : Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

(Continued on following pages)  
(Page 1 of 4 Pages)

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\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Securities Exchange Act (the "Act") but shall be subject to all other provisions of the Act (however see the Notes).

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1 Name of Reporting Person  
S.S. or I.R.S. Identification No. of Above Person  
John Cameron Drecoll

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2 Check the Appropriate Box if a Member of a Group\*

(a)

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(b)

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3 SEC Use Only

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4 Source of Funds  
OO

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5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

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6 Citizenship or Place of Organization  
United States

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7 Sole Voting Power  
11,429,468

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Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8 Shared Voting Power  
0

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9 Sole Dispositive Power  
11,429,468

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10 Shared Dispositive Power  
0

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11 Aggregate Amount Beneficially Owned by Each Reporting Person  
11,429,468

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12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

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13 Percent of Class Represented by Amount in Row (11)  
10.7%

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14 Type of Reporting Person\*  
IN

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**Item 1. Security and Company.**

This Amendment No. 3 to Schedule 13D relates to the common stock, par value \$0.001 per share (the “Common Stock”), of Broadwind Energy, Inc., a Delaware corporation (the “Company”) and amends the Schedule 13D originally filed on October 26, 2007 and amended on September 21, 2009 and October 30, 2009. The address of the Company’s principal executive office is 47 East Chicago Avenue, Suite 332, Naperville, Illinois 60540. This Amendment No. 3 is filed to disclose the sale of shares by John Cameron Drecoll (the “Reporting Person”) in connection with an underwritten public offering by the Company (the “Offering”) consummated on January 21, 2010. Items included in this Amendment contain changes or additions to the Schedule 13D. Excluded Items are either inapplicable or remain unchanged.

**Item 5. Interest in Securities of the Company.**

(a) The Reporting Person is the beneficial owner of an aggregate of 11,429,468 shares of Common Stock of the Company, representing approximately 10.7% of the total issued and outstanding shares as of January 21, 2010.

(c) On January 21, 2010, the Reporting Person consummated the sale to the underwriters of the Offering of 1,125,000 shares of Common Stock at a price per share, after underwriting discounts and commissions, of \$5.4625. Reference is made to the Company’s Registration Statement on Form S-1, file number 333-1627901 (the “Registration Statement”).

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Company.**

In connection with the Offering, the Reporting Person entered into the Underwriting Agreement dated January 14, 2010, the form of which was filed as an exhibit to the Registration Statement (the “Underwriting Agreement”). Pursuant to the Underwriting Agreement, the Reporting Person also entered into a “lock-up” agreement pursuant to which he agreed to restrictions on sales of the Company’s securities during the 75-day period following the effective date of the Offering, subject to certain exceptions and extensions set forth therein.

**SIGNATURES**

After reasonable inquiry and to the best of my knowledge and belief, the undersigned certify that the information set forth in this Schedule 13D/A is true, complete and correct.

Dated: January 21, 2010

/s/John Cameron Drecoll

John Cameron Drecoll

EXHIBIT INDEX

- 1.Underwriting Agreement dated January 14, 2010(1)
- 2.Lock-Up Agreement dated December 10, 2009

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(1) Incorporated by reference to Exhibit 1.1 to the Registration Statement on Form S-1 (File No. 333-1627901)

December 10, 2009

Macquarie Capital (USA) Inc.  
J.P. Morgan Securities Inc.  
c/o Macquarie Capital (USA) Inc.  
135 West 55 Street  
New York, New York 10019

Ladies and Gentlemen:

The undersigned understands that Macquarie Capital (USA) Inc. and J.P. Morgan Securities Inc. (the “**Representatives**”), on behalf of the several underwriters (the “**Underwriters**”), propose to enter into an Underwriting Agreement (the “**Underwriting Agreement**”) with Broadwind Energy, Inc., a Delaware corporation (the “**Company**”), and certain Selling Shareholders listed therein (the “**Selling Shareholders**”), providing for the public offering (the “**Public Offering**”) by the Underwriter of 15,000,000 shares (the “**Shares**”) of common stock, par value \$0.001 per share, of the Company (the “**Common Stock**”).

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of the Representatives, it will not, during the period commencing on the date hereof and ending 75 days after the date of the final prospectus relating to the Public Offering (the “**Prospectus**”), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”)), by the undersigned or any other securities so owned convertible into or exercisable or exchangeable for Common Stock or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (a) transactions relating to shares of Common Stock or other securities acquired in open market transactions after the completion of the Public Offering, *provided* that no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made in connection with subsequent sales of Common Stock or other securities acquired in such open market transactions, (b) transfers of shares of Common Stock or any security convertible into Common Stock as a bona fide gift for charitable or estate planning purposes, (c) distributions or transfers of shares of Common Stock or any security convertible into Common Stock to limited partners or stockholders or affiliates (as defined under Rule 12b-2 of the Exchange Act) of the undersigned; *provided* that in the case of any transfer or distribution pursuant to clause (b) or (c), (i) each donee or distributee shall sign and deliver a lock-up letter substantially in the form of this letter

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and (ii) no filing under Section 16(a) of the Exchange Act, reporting a reduction in beneficial ownership of shares of Common Stock, shall be required or shall be voluntarily made during the restricted period referred to in the foregoing sentence, (d) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of Common Stock, *provided* that such plan does not provide for the transfer of Common Stock during the restricted period and no public announcement or filing under the Exchange Act regarding the establishment of such plan shall be required of or voluntarily made by or on behalf of the undersigned or the Company, (e) by will or intestacy, or (f) the exercise of options to purchase shares of Common Stock pursuant to employee benefit plans disclosed in the Prospectus and the related transfer of shares of Common Stock to the Company deemed to occur upon the cashless exercise of such options. In addition, the undersigned agrees that, without the prior written consent of the Representatives, it will not, during the period commencing on the date hereof and ending 75 days after the date of the Prospectus, make any demand for or exercise any right with respect to, the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's shares of Common Stock except in compliance with the foregoing restrictions.

If:

(1) during the last 17 days of the restricted period the Company issues an earnings release or material news or a material event relating to the Company occurs; or

(2) prior to the expiration of the restricted period, the Company announces that it will release earnings results during the 16-day period beginning on the last day of the restricted period;

the restrictions imposed by this agreement shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event.

The undersigned shall not engage in any transaction that may be restricted by this agreement during the 34-day period beginning on the last day of the initial restricted period unless the undersigned requests and receives prior written confirmation from the Company or the Representatives that the restrictions imposed by this agreement have expired.

The undersigned understands that the Company and the Underwriters are relying upon this agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant

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to an Underwriting Agreement, the terms of which are subject to negotiation between the Company, the Selling Shareholders and the Underwriters.

This agreement shall automatically terminate upon the earliest to occur, if any, of (1) either the Representatives, on the one hand, or the Company, on the other hand, advising the other in writing, prior to the execution of the Underwriting Agreement, that they have determined not to proceed with the public offering contemplated by the Underwriting Agreement, (2) termination of the Underwriting Agreement before the sale of any Common Stock to the Underwriters, (3) the registration statement filed with the Securities and Exchange Commission with respect to the public offering contemplated by the Underwriting Agreement is withdrawn, or (4) February 15, 2010, in the event that the Underwriting Agreement has not been executed by such date.

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Very truly yours,

/s/ J. Cameron Drecoll

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Name: J. Cameron Drecoll

Address: 47 E Chicago Ave., Naperville, IL, 60540

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