



Control Number: 35077



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Electric Transmission Texas
400 W. 15th Street, Suite 1520
Austin, TX 78701

March 7, 2013

Ms. Naomi Hudgins
Public Utility Commission of Texas
1701 Congress Avenue
P.O. Box 13326
Austin, TX 78711-3326

**Re: Project No. 35077
Amendment No. 2 to the Interconnection Agreement between
Electric Transmission Texas, LLC and Heartland Wind LLC**

To Whom it May Concern:

Enclosed for filing is the Amendment No. 2 to the Interconnection Agreement (“Agreement”), dated March 1, 2013, between Electric Transmission Texas, LLC and Heartland Wind LLC. ETT is filing this Agreement with the PUCT for informational purposes only.

Effective as of the Amendment Effective Date first written above, Exhibit “B” of the Agreement is hereby amended as follows:

a) The language entitled “TIF In-Service Date” is hereby deleted in its entirety and replaced with the following:

“TIF In-Service Date:
September 1, 2015 and the conditions of Sections 4.2 and 4.3 of Exhibit “A” to the Interconnection Agreement are satisfied.”

b) The language entitled “Scheduled Trial Operation Date” is hereby deleted in its entirety and replaced with the following:

“Scheduled Trial Operation Date:
September 1, 2015 (subject to conditions set forth in 1.a above)”

c) The language entitled "Scheduled Commercial Operation Date" is hereby deleted in its entirety and replaced with the following:

"Scheduled Commercial Operation Date (subject to extension due to a Force Majeure event):
December 31, 2015 (subject to conditions set forth in 1.a above)"

Please feel free to contact me at 918-599-2274 if there are any questions.

Sincerely,

Allen Smith
Allen Smith
Senior Regulatory Consultant
American Electric Power Service Corporation

Attachment

**AMENDMENT NO. 2 TO THE
INTERCONNECTION AGREEMENT (Phase III)
BETWEEN
ELECTRIC TRANSMISSION TEXAS, LLC
AND
HEARTLAND WIND LLC**

This Amendment No. 2 (this "Amendment") to the Interconnection Agreement, Phase III (the "Interconnection Agreement") between **Electric Transmission Texas, LLC** ("Transmission Service Provider"), a Delaware limited liability company, and **Heartland Wind LLC** ("Generator"), an Oregon limited liability company, executed May 8, 2009, is made and entered into as of March 1, 2013 (the "Amendment Effective Date") by and between Transmission Service Provider and Generator each sometimes hereinafter referred to individually as "Party" or both referred to collectively as "Parties."

WITNESSETH

WHEREAS, the Parties entered into the Interconnection Agreement on May 8, 2009, including all Exhibits attached thereto, to construct and own additional wind generating capacity at its Penascal Substation Phase III; and

WHEREAS, the Parties entered into Amendment No. 1 to the Interconnection Agreement on June 13, 2011; and

WHEREAS, the Interconnection Agreement provides terms and conditions that allow for the amendment to the Interconnection Agreement as mutually agreed by the Parties; and

WHEREAS, the Parties have agreed to amend Exhibit "B" that provides for the TIF In-Service Date, Scheduled Trial Operation Date and Scheduled Commercial Operation Date; and

WHEREAS, the Parties have agreed to amend certain dates in Exhibit "B" of the Interconnection Agreement in accordance with its terms and conditions;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth herein, the Parties agree as follows:

I. CAPITALIZED TERMS

Capitalized terms used but not otherwise defined herein shall have the meanings specified in the Interconnection Agreement, as amended and supplemented by this Amendment.

II. AMENDMENTS TO THE AGREEMENT

1) Effective as of the Amendment Effective Date first written above, Exhibit "B" of the Interconnection Agreement is hereby amended as follows:

a) The language entitled "TIF In-Service Date" is hereby deleted in its entirety and replaced with the following:

"TIF In-Service Date:

September 1, 2015 and the conditions of Sections 4.2 and 4.3 of Exhibit "A" to the Interconnection Agreement are satisfied."

b) The language entitled "Scheduled Trial Operation Date" is hereby deleted in its entirety and replaced with the following:

"Scheduled Trial Operation Date:

September 1, 2015 (subject to conditions set forth in 1.a above)"

c) The language entitled "Scheduled Commercial Operation Date" is hereby deleted in its entirety and replaced with the following:

"Scheduled Commercial Operation Date (subject to extension due to a Force Majeure event):

December 31, 2015 (subject to conditions set forth in 1.a above)"

III. RATIFICATION OF OTHER TERMS

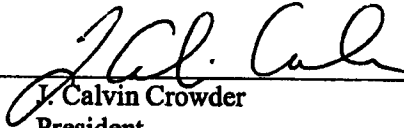
All other terms and conditions of the Interconnection Agreement which are not specifically amended by this Amendment shall remain unchanged and are hereby ratified by the Parties and shall continue to be in full force and effect.

[The remainder of this page is intentionally left blank]

[Signatures are on next page]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in two (2) counterparts, each of which shall be deemed an original but both shall constitute one and the same instrument.


ELECTRIC TRANSMISSION TEXAS, LLC

By: 
J. Calvin Crowder
President

Date: 3-1-13

ETT LEGAL
BY: M. H. H. H. H. H.
DATE: 3-1-2013

HEARTLAND WIND LLC

By: 
Authorized Representative

Date: 2-26-2013

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HEARTLAND WIND LLC

By: 
Authorized Representative

Date: 2-26-2013