



Control Number: 35077



Item Number: 1022

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2019 NOV -5 PM 12:28
PUBLIC UTILITY COMMISSION OF TEXAS

November 5, 2019

Filing Clerk
Public Utility Commission of Texas
1701 Congress Avenue
P.O. Box 13326
Austin, TX 78711-3326

Re: Project No./Docket No. 35077—Wind Energy Transmission Texas, LLC’s Generation Interconnection Agreement Filing Pursuant to PUCT Substantive Rule 25.195(e)

Attached, please find the First Amendment to Generation Interconnection Agreement (the “Amendment”) between Wind Energy Transmission Texas, LLC (“WETT”) and CI III Kontiki Wind Energy LLC (“Kontiki”) dated to be effective as of October 31, 2019, for filing at the Public Utility Commission of Texas (“PUCT”) pursuant to Substantive Rule 25.195(e).

WETT and Kontiki entered into that certain Generation Interconnection Agreement dated as of May 7, 2018 (the “Agreement”) and filed the Agreement with the PUCT on May 31, 2018.

The attached Amendment does not create any deviations from the Standard Generation Interconnection Agreement. The Amendment only alters certain details included in Exhibit “B” Time Schedule and Exhibit “D” Notice and EFT Information of the Generation Interconnection Agreement to the Agreement.

Sincerely,

WIND ENERGY TRANSMISSION TEXAS, LLC

By: _____
Name: Patrick Burnett
Title: Contracts Manager

1022

**FIRST AMENDMENT TO
GENERATION INTERCONNECTION AGREEMENT**

This First Amendment to Generation Interconnection Agreement (this "Amendment") between Wind Energy Transmission Texas, LLC (the "Transmission Service Provider" or "TSP") and CI III Kontiki Wind Energy LLC (the "Generator") is made to be effective as of October 31, 2019 (the "Effective Date") by and between TSP and Generator (each hereinafter individually referred to as "Party," and collectively referred to as "Parties").

RECITALS:

WHEREAS, TSP and Generator entered into that certain Generation Interconnection Agreement dated as of May 7, 2018 (the "Original GIA"); and

WHEREAS, TSP and Generator desire to amend the Original GIA as more fully described herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

AGREEMENT:

1. All capitalized terms used herein and not otherwise defined have the same meaning as those used in the Original GIA.

2. Exhibit "B" Time Schedule of the Original GIA is hereby amended by replacing the In-Service Date, Scheduled Trial Operation Date, and Scheduled Commercial Operation Date with the following:

"In - Service Date:

Kontiki (Phase I): 74 units (255.3 MW), April 1, 2021
(Phase II): 74 units (255.3 MW), April 1, 2022

Scheduled Trial Operation Date:

Kontiki (Phase I): 74 units (255.3 MW), May 1, 2021
(Phase II): 74 units (255.3 MW), May 1, 2022

Scheduled Commercial Operation Date:

Kontiki (Phase I): 74 units (255.3 MW), June 30, 2021
(Phase II): 74 units (255.3 MW), June 30, 2022"

3. Exhibit “D” Notice and EFT Information of the Generation Interconnection Agreement of the Original GIA is hereby replaced in its entirety with the Exhibit “D” Notice and EFT Information of the Generation Interconnection Agreement attached to this Amendment.

4. Except as amended by this Amendment, the terms and conditions of the Original GIA are unaffected and remain in full force and effect.

5. This Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

6. This Amendment is governed by and shall be construed in accordance with the internal laws of the state of Texas, including the then effective rules and regulations promulgated by the Public Utility Commission of Texas but excluding any conflict of law rule or principle that might refer the governance or construction of this Amendment to the law of another jurisdiction.

7. If any provision of this Amendment is held to be unenforceable, this Amendment shall be considered divisible, and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Amendment shall remain in full force and effect; provided, however, that, if any provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

8. This Amendment shall become effective when it shall have been executed by the Parties. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or other electronic delivery shall be effective as delivery of a manually executed counterpart of this Amendment.

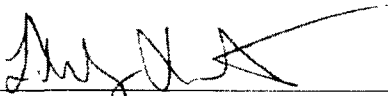
[SIGNATURE PAGE FOLLOWS.]

**SIGNATURE PAGE TO THE
FIRST AMENDMENT TO GENERATION INTERCONNECTION AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date.

TRANSMISSION SERVICE PROVIDER:

WIND ENERGY TRANSMISSION TEXAS, LLC

By: 
Name: L. Wayne Morton
Title: CEO
Date: 10/31/19

GENERATOR:

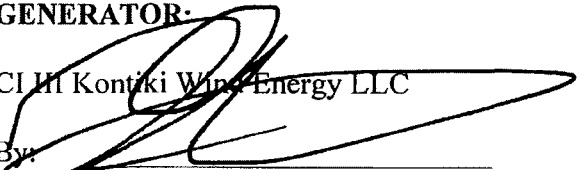

CIII Kontiki Wind Energy LLC
By: _____
Name: Henrik Tordrup
Title: Authorized Representative
Date: Oct 31 2019

Exhibit "D"

Notice and EFT Information of the Generation Interconnection Agreement

(a) All notices of an operational nature shall be in writing and/or may be sent between the Parties via electronic means including facsimile as follows:	
If to TSP: Wind Energy Transmission Texas, LLC Attn: Operations Director 1901 Capital Parkway, Suite 200 Austin, Texas, 78746 24 Hour Telephone (512) 436-9404 Operational/Confirmation Fax (512) 436-9502 E-mail aaron.brooks@windenergyoftexas.com	If to Generator: CI III Kontiki Wind Energy LLC c/o Tri Global Energy, LLC Attn: Tom Carbone 17300 Dallas Parkway, Suite 2020 Dallas, Texas 75248 24 Hour Telephone: (972) 290-0825 Operational/Confirmation Fax: (972) 290-0823 E-mail tcarbone@triglobalenergy.com
(b) Notices of an administrative nature:	
If to TSP: Wind Energy Transmission Texas, LLC Attn: Contracts Manager 1901 Capital Parkway, Suite 200 Austin, Texas, 78746 Phone: (512) 279-7389 Fax: (512) 279-7398 E-mail: pat.burnett@windenergyoftexas.com	If to Generator: CI III Kontiki Wind Energy LLC c/o Tri Global Energy, LLC Attn: Tom Carbone 17300 Dallas Parkway, Suite 2020 Dallas, Texas 75248 Phone: (972) 290-0825 Fax: (972) 290-0823 E-mail: tcarbone@triglobalenergy.com
(c) Notice for statement and billing purposes:	
If to TSP: Wind Energy Transmission Texas, LLC Attn: Vice President Finance 1901 Capital Parkway, Suite 200 Austin, Texas, 78746 Phone: (512) 279-7379 E-mail: accounting@windenergyoftexas.com	If to Generator: CI III Kontiki Wind Energy LLC c/o Tri Global Energy, LLC Attn: Tom Carbone 17300 Dallas Parkway, Suite 2020 Dallas, Texas 75248 Phone: (972) 290-0825 Fax: (972) 290-0823 E-mail: tcarbone@triglobalenergy.com
(d) Information concerning electronic funds transfers:	
If to TSP: Wind Energy Transmission Texas, LLC Attn: Vice President Finance 1901 Capital Parkway, Suite 200 Austin, Texas, 78746 Phone: (512) 279-7379 E-mail: accounting@windenergyoftexas.com	If to Generator: Bank: Nordea Denmark Account owner: Copenhagen Infrastructure II K/S Currency: USD Registration no.: 2147 Account no.: 5036485967 IBAN: DK7720005036485967 Swift: NDEADKDK