Control Number: 35077

Item Number: 1140

Addendum StartPage: 0

WIND ENERGY TRANSMISSION TEXAS, LLC

WETT

September 2, 2020

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 Second Amendment to Generation Interconnection Agreement (the "Second Amendment") between Wind Energy Transmission Texas, LLC ("WETT") and CI III Kontiki Wind Energy LLC ("Kontiki"), dated as of August 26, 2020, 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. WETT and Kontiki subsequently entered into that certain First Amendment to Generation Interconnection Agreement dated as of October 31, 2019 (the "First Amendment") and filed the First Amendment with the PUCT on November 5, 2019.

The Second Amendment updates the definitions of "Kontiki Switchyard" in Section 1.25 and "Kontiki Transmission Line" in Section 1.26. In addition, the Second Amendment alters certain details included in Exhibit "B" Time Schedule, Exhibit "C" Interconnection Details, Attachment 1 to Exhibit "C" One Line Diagram, and Exhibit "D" Notice and EFT Information of the Generation Interconnection Agreement.

Sincerely,

WIND ENERGY TRANSMISSION TEXAS, LLC

By: _____
Name: Travis Leverett
Title: Contracts Manager

WIND ENERGY TRANSMISSION TEXAS, LLC
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Austin, Texas 78746
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SECOND AMENDMENT TO
GENERATION INTERCONNECTION AGREEMENT

This Second 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 August 26, 2020 (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");

WHEREAS, the Parties subsequently entered into that certain First Amendment to Generation Interconnection Agreement dated as of October 31, 2019 (the "First Amendment"); and

WHEREAS, TSP and Generator desire to amend the Original GIA, as amended by the First Amendment (hereinafter the "Amended 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 Amended GIA.

2. The definition of "Kontiki Switchyard" in Section 1.25 of the Amended GIA is hereby replaced in its entirety with the following definition:

> 1.25 "Kontiki Switchyard" shall be the GIF switchyards owned individually by Kontiki, as described in Exhibit "C" as the Kontiki I Switchyard and the Kontiki II Switchyard and collectively described as the Kontiki Switchyards.

3. The definition of "Kontiki Transmission Line" in Section 1.26 of the Amended GIA is hereby replaced in its entirety with the following definition:

> 1.26 "Kontiki Transmission Line" shall be the GIF transmission lines owned individually by Kontiki, as described in Exhibit "C" as the Kontiki I Transmission Line and the Kontiki II Transmission Line and collectively described as the Kontiki Transmission Lines.

4. Exhibit "B" Time Schedule of the Amended GIA is hereby replaced in its entirety with the Exhibit "B" Time Schedule attached to this Amendment.

5. Exhibit "C" Interconnection Details of the Amended GIA is hereby replaced in its entirety with the Exhibit "C" Interconnection Details attached to this Amendment.

6. Attachment 1 to Exhibit "C" One Line Diagram of the Amended GIA is hereby replaced in its entirety with the Attachment 1 to Exhibit "C" One Line Diagram attached to this Amendment.

7. Exhibit "D" Notice and EFT Information of the Generation Interconnection Agreement of the Amended GIA is hereby replaced in its entirety with the Exhibit "D" Notice and EFT Information of the Generation Interconnection Agreement attached to this Amendment.

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

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

10. 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.

11. 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.

12. 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
SECOND 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: 8/26/2020

GENERATOR:

CI III KONTIKI WIND ENERGY LLC

By: _____
Name: Henrik Tordrup
Title: Authorized Representative
Date: 8/26/2020

Exhibit "B"
Time Schedule

Interconnection Option chosen by Generator (check one): _X_ Section 4.1.A. or__ Section 4.1.B.

Date by which Generator must provide notice to proceed with design, procurement, and construction and provide security, as specified in Section 4.2 and Section 4.3 so that TSP may maintain schedule to meet the In-Service Dates as shown below: **June 30, 2021**

In - Service Date:

Kontiki (Phase I):	74 units (255.3 MW), Oct 04, 2022
(Phase II):	74 units (255.3 MW), Oct 04, 2022

Scheduled Trial Operation Date:

Kontiki (Phase I):	74 units (255.3 MW), Dec 06, 2022
(Phase II):	74 units (255.3 MW), Dec 06, 2022

Scheduled Commercial Operation Date:

Kontiki (Phase I):	74 units (255.3 MW), Mar 01, 2023
(Phase II):	74 units (255.3 MW), Mar 01, 2023

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times of this Exhibit "B." The Parties acknowledge and agree that the Generator's failure to fulfill the conditions under Section 4.2 and Section 4.3 in a timely fashion in accordance with the dates set forth in this Exhibit "B" will result in adjustments to the applicable Scheduled Trial Operation Date, Scheduled Commercial Operation Date, and In-Service Date and may cause the need for additional or revised studies to be performed or other reasonably related conditions or obligations to be fulfilled. The Parties further acknowledge and agree that ERCOT may require additional studies at any time due to changing system conditions or otherwise and that this Agreement is subject to revision as necessary based on the outcome of any such additional studies.

Generator acknowledges and agrees that the dates set forth in this Exhibit "B" were established based on the circumstances of Generator being the next-in-line entity attempting to interconnect its generating facilities to TSP's TIF, and that such dates are subject to change in the event a third party generator desiring to interconnect said third party generator's generating facilities to TSP's TIF (an "Intervening Generator") provides the applicable notice to proceed and security with respect to the Intervening Generator's interconnection prior to TSP having received from

Generator Generator's notice to proceed and security as specified in both Section 4.2 and Section 4.3.

Generator acknowledges and agrees that the activities of an Intervening Generator that provides the applicable notice to proceed and security as described in the paragraph above may result in the need for additional studies and/or restudies, that such additional studies and/or restudies may result in a change in the number of days needed for TSP to design, procure, and construct the TIF, and that any such changes may require changes to one or more dates set forth in this Exhibit "B." Generator further acknowledges and agrees that any such additional studies and/or restudies may also result in changes to the financial security amounts set forth in Exhibit "E."

Generator acknowledges and agrees that, at Generator's request and as an accommodation to Generator, TSP is entering into this Agreement based on a large number of assumptions as of the Effective Date and also prior to the results of the studies contemplated by the Full Interconnection Study Agreement executed as of November 17, 2017 between TSP and Generator (as the same may be amended from time to time) (the "Study Results") being available. Accordingly, Generator acknowledges and agrees that one or more dates set forth in this Exhibit "B," one or more interconnection details in Exhibit "C," and/or the financial security amounts set forth in Exhibit "E" are all subject to change based upon any of the assumptions on which this Agreement was based being incorrect or otherwise upon the Study Results. In such event, the Parties agree to negotiate an applicable amendment to this Agreement to reflect any corrected assumptions and/or the Study Results.

Exhibit "C"
Interconnection
Details

1. **Name**: CI III Kontiki Wind Energy LLC

2. **Point of Interconnection Location**: Bearkat Substation, located in Glasscock County, Texas

3. **Delivery Voltage**: 345kV

4. **Number and Size of Generating Units**: Nominal 510.6 MW aggregate capacity comprised of a four-phased project installation equal to a total of 148 units @ 3.45 MW each and 869.4 MW in total, as follows:

   Phase I (Bearkat I): 57 units @ 3.45 MW each for a total of 196.65 MW. This capacity is allocated to Bearkat I under the Bearkat I Agreement.

   Phase II (Bearkat II): 47 units @ 3.45 MW each for a total of 162.15 MW. This is the capacity allocated to Bearkat II under the Bearkat II Agreement.

   Phase III (Kontiki):

   Kontiki I: 74 units @ 3.45 MW each for a total of 255.3 MW.

   Kontiki II: 74 units @ 3.45 MW each for a total of 255.3 MW.

   Note: 510.6 MW in total is the capacity allocated to Kontiki under this Agreement.

5. **Type of Generating Unit**:

   Vestas V136-3.45 Wind Turbine Generator

6. **Metering and Telemetry Equipment**:

   Metering (voltage, location, losses adjustment due to metering location, and other), telemetry, and communications requirements shall be as follows:

   a) TSP shall, in accordance with ERCOT Requirements and Good Utility Practice, install, own, operate, inspect, test, calibrate, and maintain 345 kV metering accuracy potential and current transformers and associated metering and telemetry equipment located in the TIF. TSP will connect its EPS meters to ERCOT via a communication link. Primary EPS metering data may be made available to Generator via a Generator owned communication link connected to TSP's meters. Such data, if provided to the Generator, will be for Generator's informational purposes only. The Generator shall not rely on such data as the primary source for the metering data addressed in Sections 6

(b) and (c) below, or for any other scheduling or operational purposes. TSP makes no guarantee of the quality or availability of such data. The provisions of Exhibit "A," Section 5.5.G, shall not apply to TSP's RTU.

b) Generator shall, in accordance with Good Utility Practice, install, own, operate, inspect, test, calibrate, and maintain the necessary metering potential and current transformers and associated metering and telemetry equipment in the GIF and/or Plant to satisfy the ERCOT Requirements for the provision of metering data by Generator's "Qualified Scheduling Entity."

c) Prior to the In-Service Date, acceptance tests will be performed by TSP and Generator to ensure the proper functioning of all metering, telemetry, and communications equipment, and to verify the accuracy of data being received by TSP.

d) Following the Commercial Operation date, each Party shall test its metering, telemetry, and communications equipment in accordance with ERCOT Requirements and Good Utility Practice. Each Party shall give the other Party reasonable advance notice of such testing. Each Party shall have the right to observe testing performed by the other Party.

e) Any changes to Generator's metering, telemetry, and communication equipment, including meters, voltage transformers, current transformers, and associated RTU, panels, hardware, conduit and cable, that will affect the data being received by TSP hereunder must be mutually agreed to by the Parties.

f) Generation Meter Splitting – The data measured by the EPS Meter will be allocated to Bearkat I, Bearkat II, Kontiki I, and Kontiki II.

Generator shall, in accordance with ERCOT Requirements and Good Utility Practice, provide communications facilities that are, or may in the future be, necessary for effective interconnected operation of the Generator's Plant with the transmission system.

Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry, or communications equipment or related situation that requires attention and/or correction by the other Party. Such communications will be made through a single, common entity or Master QSE.

7. **Generator Interconnection Facilities**:

The GIF shall include all of the facilities not included in Section 8 of this Exhibit "C" that are necessary for interconnection in accordance with this Agreement, including, without limitation, the following facilities (see the attached one-line diagram in Attachment 1 to Exhibit "C"):

a) GIF include the following:
   i) the Substations and all facilities within them, except for those facilities identified as being owned by TSP in Section 6 above and Section 8 below

ii) the 345 kV transmission line, including structures, conductors, insulators, connecting hardware and optical ground wire ("OPGW") from the one (1) Substations to the Point of Interconnection
iii) communication equipment described in Section 9a below
iv) other facilities as needed based on the Study Results

b) Generator Interconnection Facilities: A more detailed description of the GIF includes the following:

i) Co-Tenant Transmission Line 1, Co-Tenant Switchyard 1, Co-Tenant Transmission Line 2, Co-Tenant Switchyard 2, Kontiki I Transmission Line, Kontiki I Switchyard, Kontiki II Transmission Line, Kontiki II Switchyard, as shown in the one-line diagram.

ii) Co-Tenant Transmission Line 1 — Existing transmission line which connects the TSP Bearkat Switchyard to the Co-Tenant Switchyard 1. The Co-Tenant Transmission Line 1 consists of approximately 2.3 miles of 345 kV, single-circuit, 2-795 kcmil ACSR conductors per phase on single-circuit structures.

iii) Co-Tenant Switchyard 1 — Switchyard located approximately 2.3 miles from Bearkat Switching Station, which connects the Co-Tenant Transmission Line 1, the Co-Tenant Transmission Line 2, and consequently the Co-Tenant Switchyard 2. The Co-Tenant Switchyard 1 includes the following facilities:

- A 345 kV line disconnector for the Co-Tenant Transmission Line 1;
- A single 345 kV busbar;
- Two tee-off bays from that busbar, one for each of Bearkat I and Bearkat II, each with:
  - Disconnectors and one circuit breaker, as shown in the One-line Diagram
  - Operational Metering for Generation Meter Splitting
  - Protective equipment to integrate with the Transmission Service Provider Interconnection Facilities as defined in section 8.

iv) Co-Tenant Transmission Line 2 — Existing transmission line which connects the Co-Tenant Switchyard 1 to the Co-Tenant Switchyard 2. The Co-Tenant Transmission Line 2 consists of approximately 6.5 miles of 345 kV, single-circuit, 2-795 kcmil ACSR conductors per phase on single-circuit structures.

v) Co-Tenant Switchyard 2 — Switchyard located approximately 6.5 miles from Co-Tenant Switchyard 1 and 4 miles from the Kontiki I Switchyard, which connects the Co-Tenant Transmission Line 2 and both of the Kontiki Transmission Lines, and consequently the Co-Tenant Switchyard 1, Co-Tenant Switchyard 2, and the Kontiki Switchyards all to the TSP Bearkat Switchyard via the Co-Tenant Transmission Line 1. The Co-Tenant Switchyard 2 includes the following facilities:

- A 345 kV line disconnector for the Co-Tenant Transmission Line 2
- One disconnector-circuit breaker bay for the connection of step- up transformer for the Bearkat II scope of 47 turbines
- One disconnector-circuit breaker bay for the connection of the Kontiki I Transmission Line
- One disconnector-circuit breaker bay for the connection of the Kontiki II Transmission Line
- All protection as needed for the Co-Tenant Transmission Line 2, Kontiki I Transmission Line, Kontiki II Transmission Line, and main and back- up protection of the step-up transformers Bearkat II, Kontiki I, and Kontiki II.

vi) Kontiki I Transmission Line — New transmission line which connects the Co-Tenant Switchyard 2 to the Kontiki I Switchyard. The Kontiki I Transmission Line will consist of an estimated 4 miles of 345 kV, single-circuit, 2-795 kcmil ACSR conductors per phase on single-circuit structures.

vii) Kontiki I Switchyard — New switchyard which connects the Kontiki I Transmission Line to the Co-Tenant Switchyard 2, which connects to the Co-Tenant Switchyard 1 via the Co-Tenant Transmission Line 2, and subsequently the TSP Bearkat Switchyard via the Co-Tenant Transmission Line 1. The Kontiki I Switchyard includes the following facilities:

- A 345 kV line disconnector for the Kontiki I Transmission Line
- One step- up transformer for the Kontiki I scope of 74 turbines
- All protection as needed for the Kontiki Transmission Line and main and back-up of the step-up transformer, as needed.

viii) Kontiki II Transmission Line — New transmission line which connects the Co-Tenant Switchyard 2 to the Kontiki II Switchyard. The Kontiki II Transmission Line will consist of an estimated 7 miles of 345 kV, single-circuit, 2-795 kcmil ACSR conductors per phase on single-circuit structures.

ix) Kontiki II Switchyard — New switchyard which connects the Kontiki II Transmission Line to the Co-Tenant Switchyard 2, which connects to the Co-Tenant Switchyard 1 via the Co-Tenant Transmission Line 2, and subsequently the TSP Bearkat Switchyard via the Co-Tenant Transmission Line 1. The Kontiki II Switchyard includes the following facilities:

- A 345 kV line disconnector for the Kontiki II Transmission Line
- One step- up transformer for the Kontiki II scope of 74 turbines
- All protection as needed for the Kontiki II Transmission Line and main and back-up of the step-up transformer, as needed.

The above lists are not intended to be complete lists of all facilities that are part of the GIF.

8. **Transmission Service Provider Interconnection Facilities**:

The Parties acknowledge and agree that the TIF were previously designed, procured, and/or constructed pursuant to the Bearkat I Agreement and Bearkat II Agreement. At the request of the Co-Tenant Generators, the existing TIF (subject to any necessary modifications or additions based on the Study Results) will be utilized for the benefit of all of the Co-Tenant Generators, including the Kontiki project. Subject to the foregoing, the TIF shall include the following facilities:

To be determined based on the Study Results.

All of the above may be modified to accommodate current, ongoing, and/or future construction considerations at WETT's sole discretion.

9. **Communications Facilities**:

If GIF includes fiber optic cable, including, but not limited to OPGW, all dielectric self-supporting (ADSS) cable and underground fiber optic cable, it shall be installed by Generator. Generator shall, at its cost, engineer, furnish, and install at its Substations an all- dielectric fiber optic station entrance cable system to ensure that no fiber optic cable with metallic members is extended into the Substation control building. Fiber optic cable with metallic members includes, but is not limited to, OPGW, fiber optic cable with an integral trace wire, and metallic-armored fiber optic cable. The all-dielectric fiber optic station entrance cable system shall include all-dielectric fiber optic station entrance cable, the outdoor splice case, trays and fusion splice sleeves for the fiber optic cable to station entrance cable transition, the indoor splice housing, trays and fusion splice sleeves, fiber pigtails and the control building fiber distribution panel ("FDP"). If the GIF include fiber optic cable that contains no metallic members, it may be extended into each Substation control building without transitioning to the all-dielectric fiber optic station entrance cable noted above. The Generator shall, at its cost, at its Substation, perform splicing of all fibers in the transition splice and the FDP. The Generator, at its sole expense, will maintain in operating condition such fiber optic cable and associated station entrance cable systems at the Generator's Substation.

10. **System Protection Equipment:**

Protection of each Party's system shall meet the following TSP requirements in addition to ERCOT Requirements. If there is a conflict between the TSP requirements below and the ERCOT Requirements, the ERCOT Requirements shall govern.

a) TSP assumes no responsibility for the protection of the Plant and GIF for any or all operating conditions. Generator is solely responsible for protecting his equipment in such a manner that faults or other disturbances on the TSP system or other interconnected systems do not cause damage to the Plants and GIF.
b) It is the sole responsibility of Generator to protect its Plant and GIF from excessive negative sequence currents.
c) Generator shall furnish at a minimum, a manual disconnect switch with visual contacts and allowance for padlocking, to separate the Plant and GIF from TIF. The location of this switch

will be determined by TSP, and be readily accessible to TSP at all times. The disconnect switch will be under the exclusive control of TSP and will be considered as part of TSP's switching arrangement. TSP reserves the right to open this disconnecting device, isolating the Plants and GIF for any of the following reasons:

i) The Plant or GIF, upon TSP's determination, cause objectionable interference with other customers' service or with the secure operation of the TSP System.

ii) The Plant's output as determined by TSP exceeds the operating boundaries outlined above.

iii) The Generator's control and protective equipment causes or contributes to a hazardous condition. TSP reserves the right to verify on demand all protective equipment including relays, circuit breakers, etc., at the inter-tie location. Verification may include the tripping of the tiebreaker by the protective relays.

iv) In TSP's opinion, continued parallel operation is hazardous to Generator, the TSP System or to the general public.

v) To provide TSP or TSP personnel the clearances for dead line or live line maintenance. TSP will attempt to notify Generator before disconnection, but notification may not be possible in emergency situations that require immediate action.

d) Automatic reclosing is normally applied to transmission and distribution circuits. When the TSP's source breakers trip and isolate the Plants and GIF, Generator shall insure that the Plant and GIF are disconnected from the TSP circuit prior to automatic reclosure by TSP. Automatic reclosing out-of-phase with the Plant may cause damage to Generator's equipment. The Generator is solely responsible for the protection of his equipment from automatic reclosing by TSP.

e) For disturbance monitoring of the Generator's facilities, TSP requires a combination of SDR points and event recordings. SDR points are collected by TSP's SDRs. Event recordings are to be supplied to TSP by Generator from Generator's equipment. Each SDR and associated recording equipment will be paid for, owned and installed by TSP; installation shall be at either TSP's or Generator's facilities, as determined by TSP. If more than one (1) generator is connected to the low side of the step-up transformer or transmission line tied to TSP, the SDR and recording equipment will be installed at the generation plant. Such TSP recording equipment, consisting of one (1) or more intelligent electronic devices ("IED"), monitors the Generator's facilities and is polled by the SDR. For an SDR installed in Generator's facilities, Generator shall provide the cable and conduit for the SDR and the necessary connections to the recording equipment; TSP will terminate the signal connections in the SDR and recording equipment. A project-specific SDR points list will be developed by TSP based upon the project's electrical configuration. For such purpose the Generator shall be responsible for providing TSP with one-line diagrams of the Generator's facilities.

f) For thermal powered generation, Generator will be required, upon request by TSP, to provide event recordings per generation unit in a format satisfactory to TSP. For all other generation, Generator will be required, upon request by TSP, to provide event recordings per collection feeder in a format satisfactory to TSP. All disturbance monitoring equipment shall be equipped for time synchronization. The monitoring requirement of TSP does not reduce the Generator's obligation to meet all disturbance monitoring requirements of NERC.

g) Documentation of all protective device settings shall be provided to TSP. The setting documentation shall also include relay type, model/catalog number, and setting range. If automatic transfer schemes or unique or special protective schemes are used, a

description of their operation should be included. TSP must review and approve the settings of all protective devices and automatic control equipment which: 1) serve to protect the TSP System from hazardous currents and voltages originating from the Plant or 2) must coordinate with System Protection Equipment or control equipment located on the TSP System.

11. **Inputs to Telemetry Equipment:**

Telemetry is an ERCOT requirement that must be discussed and determined between ERCOT and Generator and installed by Generator as, if, and when required by ERCOT.

12. **Supplemental Terms and Conditions, if any, attached:**

If it is necessary for TSP to perform any additional generation interconnection studies associated with the Plant in accordance with ERCOT Requirements, the Parties will enter an agreement to perform those studies and Generator shall pay TSP for the studies pursuant to that agreement. The following supplemental terms and conditions shall be met unless there is a conflict between these terms and conditions and the ERCOT Requirements, in which case the ERCOT Requirements shall govern. Such ERCOT Requirements include, but are not limited to ERCOT Protocols sections 1.3.1, 6.57, 6.7.6, 6.10.3, 12.2, and 12.3; ERCOT Operating Guides sections 2.2.4, 2.10, 3.1.4, and 7.2.2; ERCOT Operations Procedure Steady-State Voltage Control Procedures; and ERCOT Nodal Operating Guide 2.2.6 Power System Stabilizers.

a) Each Party shall be consulted during the planning and design process of the Plants, GIF, and TIF. The engineering and design work (including drawings, plans, materials lists, specifications and other documentation and supporting data) will be prepared in accordance with recognized industry standards and all applicable laws, rules and regulations, and is intended to be used solely in connection with the construction of the Plants, GIF and TIF. Neither Party shall make use of any aspect of the engineering and design work of the other Party for any other projects without the prior written consent of the other Party. Each Party may provide its contractors with copies of the engineering and design work of the other Party in connection with the construction of the Plants, GIF and TIF, provided that i) the Party's contractor agrees in writing that the engineering and design work is intended to be used solely in connection with the construction of the Plants, GIF and TIF, and ii) the Party's contractor shall not make use of any aspect of the engineering and design work on any other projects without the prior written consent of the other Party. Each Party agrees to obtain the written agreement of such contractors prior to providing them with the engineering and design work and to promptly provide the other Party with a copy of that agreement.
b) If wye delta connected transmission voltage step up transformers are utilized they shall be wye connected to the TIF and delta connected to the GIF.
c) Generator shall submit drawings of the GIF to TSP for review. TSP will review only those portions of the drawings that affect the TSP System. Any changes required by TSP shall be made prior to final issue of drawings and TSP shall be provided with final copies of the revised drawings. TSP will review only those portions of the drawings, which apply to protection, metering and monitoring which affect the TSP System. To aid the Generator, TSP may make suggestions on other areas. TSP's

review of Generator's drawings shall not be construed as confirming or endorsing the design or as any warranty of safety, durability or reliability of the facility or equipment. Generator shall provide copies of the following:

i) one-line and three-line diagrams indicating the following:
   A) equipment names and/or numerical designations for all circuit breakers, contactors, air switches, transformers, generators, etc., associated with the generation as required by TSP to facilitate switching
   B) power transformers – name or designation, nominal kVA, nominal primary, secondary, tertiary voltages, vector diagram showing winding connections, tap setting and transformer impedance impedances (transformer test report showing the positive sequence, zero sequence, test voltages and MVA base for each winding).
   C) station service transformers – phase(s) connected to and estimated kVA load
   D) instrument transformers – voltage and current, phase connections.
   E) surge arresters/gas tubes/metal oxide varistors/avalanche diode/spill gaps/surge capacitors, etc. – type and ratings
   F) capacitor banks – kVAR rating and reactive (static and dynamic) device operation capability
   G) reactive device capability (required for wind generation only) – kVAR rating and reactive device operation capability for static and dynamic devices for each generation collection feeder
   H) disconnect switches – status if normally open (N.O.), manual or motor operated including switch voltage, continuous and interrupting ratings
   I) circuit breakers and/or contactors – interrupting rating, continuous rating, operating times
   J) generators(s) – nameplate, test report, type, connection, kVA, voltage, current, rpm, power factor, impedances, time constants, etc.
   K) Point of Interconnection and phase identification
   L) fuses – manufacturer, type, size, speed, and location
   M) transmission structure geometry (phase to phase, phase to ground, and shield to phase), phase conductor data, shield wire data, transmission line ratings, positive and zero sequence impedances and mileage.

ii) potential and current elementary drawings associated with the protection and control schemes for the Plants and GIF and control elementary drawings of the Plants and interconnection circuit breaker indicating the following:
   A) terminal designation of all devices – relay coils and contacts, switches, transducers, etc.
   B) relay functional designation – per latest ANSI Standard where the same functional designation shall be used on all drawings showing the relay
   C) complete relay type (such as CV-2, SEL321-1, REL-301, IJS51A, etc.)
   D) switch contact shall be referenced to the switch development if development is shown on a separate drawing.
   E) switch developments and escutcheons where the majority of contacts are used. Where contacts of a switch are used on a separate drawing, that drawing should be referenced adjacent to the contacts in the switch development. Any contacts not used should be referenced as spare.
   F) all switch contacts are to be shown open with each labeled to indicate the positions in which the contact will be closed with explanatory notes defining

switch coordination and adjustment where misadjustment could result in equipment failure or safety hazard

G) auxiliary relay contacts shall be referenced to the coil location drawing if coil is shown on a separate drawing where all contacts of auxiliary relays should be shown and the appropriate drawing referenced adjacent to the respective contacts

H) device auxiliary switches (circuit breakers, contactor) should be referenced to the drawing where they are used.

I) any interlocks - electromechanical, key, etc., associated with the generation or interconnection substation.

J) ranges of all timers and setting if dictated by control logic

K) all target ratings; on dual ratings note the appropriate target tap setting

L) complete internal for electromechanical protective relays where microprocessor type relays may be shown as a "black box", but manufacturer's instruction book number shall be referenced and terminal connections shown

M) isolation points (states links, PK-2 and FT-1 blocks), etc., including terminal identification

N) all circuit elements and components, with device designation, rating and setting where applicable and where coil voltage is shown only if different from nominal control voltage

O) size, type, rating, and designation of all fuses

P) phase sequence designation as ABC or CBA

Q) potential transformers – nameplate ratio, polarity marks, rating, primary and secondary connections

R) current transformers (including aux. CT's) – polarity marks, rating, tap ratio and connection

iii) transformer nameplate and test report

d) Generator may not commence parallel operation of the Plants until consent has been given by TSP. TSP reserves the right to inspect the GIF and witness testing of any equipment or devices associated with the Point of Interconnection.

e) The Plants and GIF shall not cause objectionable interference with the electric service provided to other customers by TSP nor jeopardize the security of the ERCOT power system. In order to minimize objectionable interference of the Plants and GIF, the Plants and GIF shall meet the following criteria:

i) Voltage - The Plants and GIF shall not cause excessive voltage excursions. Generator shall operate its Plants and GIF in such manner that the voltage levels on the TSP System are in the same range as if the Plants and GIF were not connected to the TSP System. Generator shall provide an automatic method of disconnecting its Plants and GIF from the TIF to protect against excessive voltage excursions.

ii) Flicker - The Plants and GIF shall not cause excessive voltage flicker on the TSP System. Flicker is to be measured at the Point of Interconnection and shall not exceed 1.5% or the Borderline of Visibility Curve Voltage Flicker Chart of ANSI/IEEE Standard 141-1993, whichever is less.

iii) Frequency – The operating frequency of the Plants shall not deviate from the frequency of the TSP System. Plants under frequency relays shall be set the same as TSP's under frequency relays, so that the Plants will not separate from the TSP System during under frequency conditions until all of TSP's under frequency load shedding equipment has operated. Generator will provide settings prior to commercial operation.

iv) Harmonics, Telephone Interference, and Carrier Interference - The Plants and GIF shall not introduce excessive distortion of the TSP System waveforms; voltage and current; telephone interference; or carrier interference at the Point of Interconnection. IEEE Standard 519 shall be used as a guide.

v) Fault and Line Clearing - The Plants and GIF shall be disconnected from the TSP System on occurrence of an outage or fault on the TIF serving the Plant radially. Generator is responsible for the electrical stability of its Plants and providing adequate facilities so that critical fault clearing times are met.

vi) All Generation Resources (including self-serve generating units) that have a gross generating unit rating greater than twenty (20) MVA or those units connected at the same Point of Interconnection that have gross generating unit ratings aggregating to greater than twenty (20) MVA, that supply power to the ERCOT Transmission Grid, shall provide Voltage Support Service (VSS).

vii) Reactive Power Requirements – Generation Resources must be capable of producing a defined quantity of Reactive Power to maintain a Voltage Profile established by ERCOT as described in Protocols 6.5.7 and 6.5.7.1 The generator voltage-var schedule, voltage regulator, and transformer ratio settings will be jointly determined by TSP and Generator to ensure proper coordination of voltages and regulator action. The Plant must generate reactive requirements for the Plant and GIF. TSP may, in order to maintain security of the ERCOT power system, request Generator to adjust voltage schedule to accept or supply reactive power. The TSP will not energize the TIF until the Generator has provided the TSP with documentation that the ERCOT Requirement has been met.

   A) Synchronous Generators - Shall comply with the following Reactive Power requirements: an over-excited (lagging) power factor capability of ninety-five hundredths (0.95) or less and an under-excited (leading) power factor capability of ninety-five hundredths (0.95) or less, both determined at the generating unit's maximum net power to be supplied to the ERCOT Transmission Grid and at the transmission system Voltage Profile established by ERCOT, and both measured at the Point of Interconnection. The Reactive Power requirements shall be available at all MW output levels.

   B) Induction Generators - Shall comply with the following Reactive Power requirements: an over-excited (lagging) power factor capability of ninety-five hundredths (0.95) or less and an underexcited (leading) power factor capability of ninety-five hundredths (0.95) or less, both determined at the generating unit's maximum net power to be supplied to the ERCOT Transmission Grid and at the transmission system Voltage Profile established by ERCOT, and both measured at the Point of Interconnection. The Reactive Power requirements shall be available at all MW output levels and may be met through a combination of the Generation Resource's Unit Reactive Limit (URL), which is the generating unit's dynamic leading and lagging operating capability, and/or dynamic VAR capable devices. For Wind Generation Resources ("WGR"), the Reactive Power requirements shall be available at all MW output levels at or above ten percent (10%) of the WGR's nameplate capacity. When a WGR is operating below ten percent (10%) of its nameplate capacity and is unable to support voltage at the Point of Interconnection, ERCOT may require a WGR to disconnect from the ERCOT System.

   C) Other Generators - Shall comply with the following Reactive Power requirements:

an over-excited (lagging) power factor capability of ninety-five hundredths (0.95) or less and an underexcited (leading) power factor capability of ninety-five hundredths (0.95) or less, both determined at the generating unit's maximum net power to be supplied to the ERCOT Transmission Grid and at the transmission system Voltage Profile established by ERCOT, and both measured at the Point of Interconnection. The Reactive Power requirements shall be available at all MW output levels.

viii) The dynamic MVAR capability at the current MW generation amount shall be provided in real time. If this dynamic MVAR capability is not available in real time, a dynamic capability curve plotted as a function of MW output shall be provided. The shunt static reactive available, but not in service, shall be provided in sufficient detail to determine the amount of dynamic and static reactive reserve available.

ix) Excitation System and Automatic Voltage Regulation – A Plant excitation system response ratio shall not be less than 0.5 (five-tenths). It shall conform, as near as achievable, to the field voltage vs. time criteria specified in American National Standards Institute Standard C50.13-1989 in order to permit adequate field forcing during transient conditions. A power system stabilizer ("PSS") shall be installed on each new generating unit to be interconnected unless specifically exempted from this requirement by ERCOT. The Generator shall determine the PSS settings to dampen local area modes with oscillations within the range of 0.2 Hz to 2 Hz. The PSS settings shall be tested and tuned for adequate damping during PSS commissioning. Final PSS settings shall be provided to ERCOT and TSP within thirty (30) days of commissioning. The PSS shall be kept in service and maintained in working order throughout the service life of the Plants. Wind farms are induction in nature and are exempt from the PSS requirement. Each generator's exciter and exciter controls shall have a ride-through capability for significant system voltage disturbances (i.e., utilize UPS or DC design). Generator shall maintain the AVR of each generating unit in service and operable at all times. If the AVR is removed from service for maintenance or repair, TSP shall be notified.

x) Governor System – Plant governors shall be able to respond to interconnection frequency deviations and help return interconnection frequency to normal following an upset on the ERCOT system to assist in maintaining interconnection stability.

xi) Sub-Synchronous Resonance ("SSR") and Sub-Synchronous Interaction ("SSI") – Induction generation placed near series capacitor banks on the TSP system may be susceptible to SSR. Wind turbine control systems may be a source of synchronous oscillations near series capacitor banks resulting in SSI. Generator will provide studies that document that SSR or SSI issues have been addressed prior to commercial operation. TSP will work with Generator and their selected turbine manufacturer on any system data required for such studies.

f) Generator shall not energize a de-energized TIF circuit, unless under direction of TSP. The line switch should have dual locks to allow Generator and TSP to lock it for clearances.

g) Generator shall maintain an operating log at each generating unit at the Plants that at a minimum will indicate changes in operating status (available or unavailable), maintenance outages, trip indications or other unusual conditions found upon inspection. For generators that are "block-loaded" to a specific MW level, changes in this setting shall also be logged. TSP may waive this requirement at its discretion. Reliability information, as required by ERCOT Requirements, will be maintained by Generator.

h) TSP considers the energy and power that the Plants and GIF may from time to time consume from the transmission grid through the Point of Interconnection to be a retail transaction and as such, TSP does not intend to be the provider of this retail service. Generator shall make necessary arrangements with the appropriate retail supplier for the energy and power that the Plants and GIF may consume from the transmission grid through the Point of Interconnection.

i) Generator shall notify TSP in writing as to which initial ERCOT Qualified Scheduling Entity the Plants will be scheduling through and any changes made thereafter.

j) Upon written request from TSP, Generator shall supply notification to TSP identifying their retail service provider.

k) Upon written request from either Party, the other Party shall provide the requesting Party any necessary land easements required for the construction, operation, and maintenance of the Plants, TIF, or GIF at no cost to the requesting Party.

l) Generator shall use Reasonable Efforts to change the GIF as may be reasonably required by TSP to meet future changes in the TSP System. Generator shall be given reasonable notice by TSP prior to the date that any such required change in the GIF must be made.

m) If this Agreement is executed prior to any required ERCOT approval of the TIF and ERCOT does not approve the TIF, Generator and TSP will work together to mitigate as much as possible the impact of such ERCOT decision.

n) TSP will submit to ERCOT a request for Regional Planning Group (RPG) processing and an ERCOT independent economic analysis for transmission projects greater than Twenty-five Million Dollars ($25,000,000).

o) As a result of Generator's co-ownership of portions of the GIF with the Co-Tenant Generators it is expressly agreed that, to the extent any of the Co-Tenant Generators desire to refer an operational matter to the TSP in accordance with the ERCOT Protocols, all Co-Tenant Generators must refer such communications through a single, common entity or Master QSE.

p) Generator shall execute a QSE agreement (see ERCOT Form) for the coordination and scheduling of outages, upgrades, maintenance and other operational concerns as they arise from time to time. TSP will address all scheduling through only one agreed upon entity approved by Generator as, and if, agreed to by all Co-Tenant Generators. Generator may only change such common entity once per calendar year. The Parties will endeavor to execute an appropriate easement modification to accommodate all Co-Tenant Generators and their respective rights into the existing Generator easement document.

q) Generator Dispatch Center – The Co-Tenant Generators will have a common dispatch center which shall be staffed 24 hours per day, 7 days per week, by personnel capable of making operating decisions and possessing the ability to control the Plant and the GIF, including making voltage adjustments. TSP's dispatch center personnel will communicate with this common dispatch center via the telephone and fax numbers shown in item (a) of Exhibit "D". Prior to TSP completing the TIF and placing such facilities in service, the Parties will revise Exhibit "D" to incorporate any missing telephone numbers for the Generator in Section (a).

r) The Co-Tenant Generators will designate a single common entity with whom TSP may communicate on matters not requiring dispatch center communications. Such contact person is designated in item (b) of Exhibit "D".

s) Plant Name and Device Numbers — Generator and TSP will collaborate and reach mutual agreement on the establishment of: i) a unique name(s) for the Generator's substations, unit main transformers, and switching station(s) connected at transmission voltage, ii) device numbers for all transmission voltage level switches and breakers which will be owned by

Generator, and iii) unique names for Generator's generating units, in accordance with ERCOT Requirements. Generator will submit to TSP, within thirty (30) days after execution of this Agreement, its proposed name(s), as referenced in this paragraph. Generator will register the name(s) of the facilities specified in this paragraph and Generator-owned device numbers at ERCOT, in accordance with ERCOT Requirements, and such names and device numbers will be consistent with the names and numbers mutually agreed upon pursuant to this paragraph. Generator will not change any of the names or device numbers, established pursuant to this paragraph, without written approval of TSP.

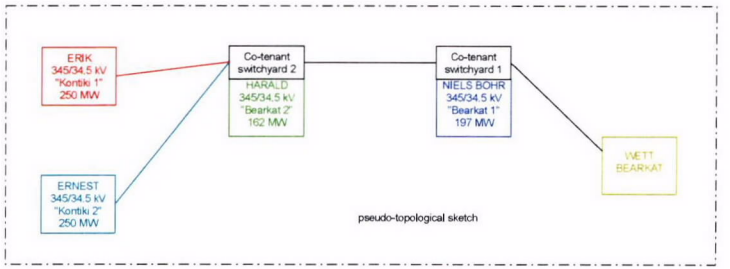
13. **Special Operating Conditions, if any, attached:**

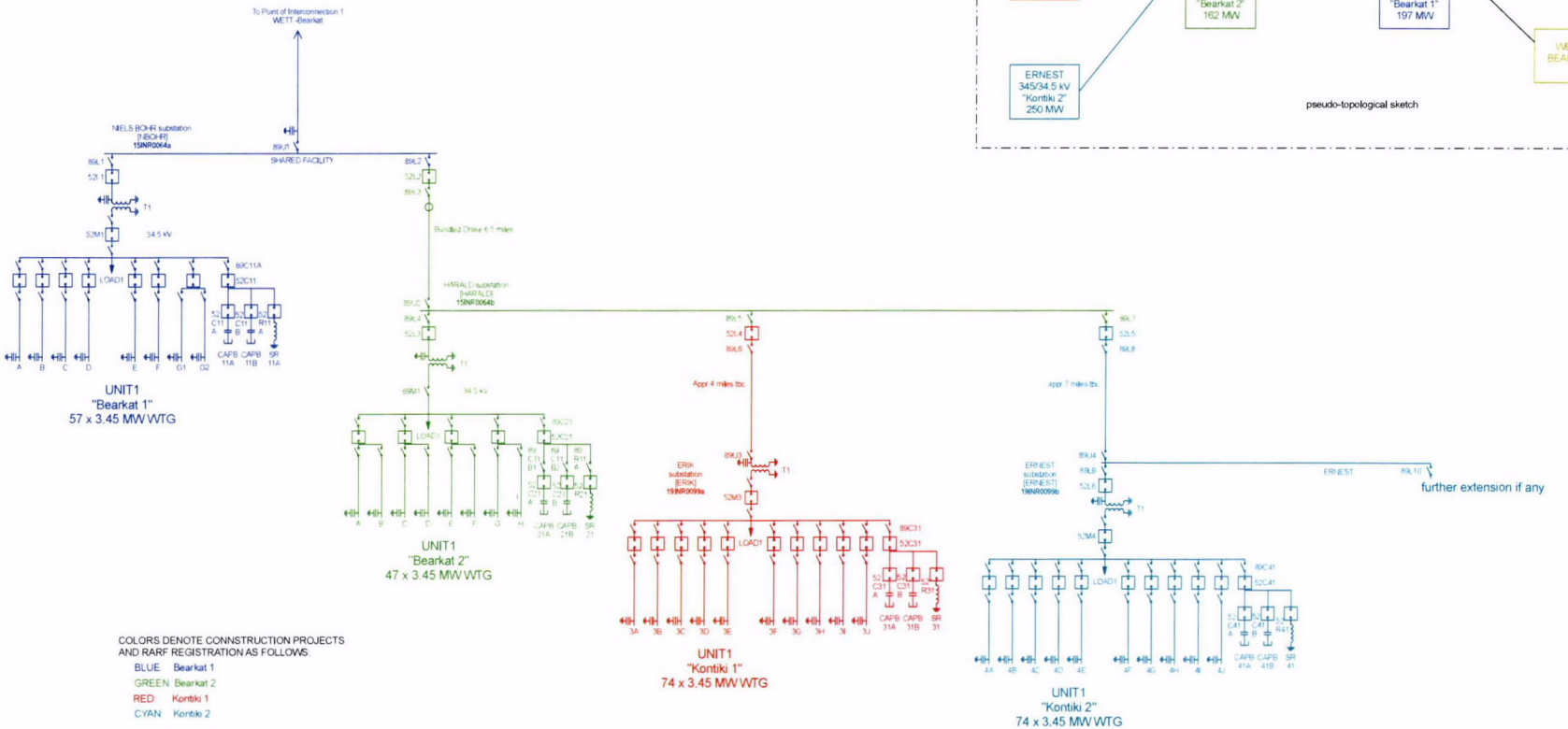
A special ERCOT-approved operating arrangement such as a Remedial Action Plan or Special Protection System might be implemented to allow the Plant to generate power at levels higher than would otherwise be permitted by ERCOT. The terms "Remedial Action Plan" and "Special Protection System" shall have the meanings as set forth in the ERCOT Requirements. In the event that ERCOT determines that such an arrangement is permitted, then TSP agrees to reasonably cooperate in the design and installation of the necessary facilities, provided that such design and installation does not impair TSP's electric system or any interconnections between TSP and any other existing generator. As a condition precedent to making any additional improvements or performing additional construction in relation to any Remedial Action Plan or Special Protection System, WETT reserves the right to require payment of one or more non-refundable contributions in aid of construction from the Generator.

a) For wind powered generation greater than 50 MW, the Generator shall notify TSP with at least thirty (30) minutes in advance anytime the reactive capability is expected to deviate by more than 10% from the reactive capability curves provided in accordance with Section 12 (e) (vii) above or any time the Generator expects generation rate changes greater than 25 MW per minute.
b) Generator shall use commercially reasonable efforts to notify TSP thirty (30) minutes or more in advance anytime a static or dynamic reactive device will be taken out of service and unavailable for system use.
c) Generator shall limit the park ramp rate to no more than 10% per minute of installed nameplate capacity. It is understood the sudden loss of wind may result in a downward ramp rate greater than 10%.

Attachment 1 to Exhibit "C"

One Line Diagram





copier| 05/14-2019
SPLIT GENERATION ENTITIES ON SHARED T-LINE
-Bearkat1.2.wmd
-Kontiki 1.2.wmd

SINGLE LINE DIAGRAM
for RARFs and GIAs
Not for construction

Exhibit "D"
Notice and EFT Information of the Generation Interconnection Agreement

<table>
<tr><td colspan="2">(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:</td></tr>
<tr><td>If to TSP:

Wind Energy Transmission Texas, LLC
Attn: Operations Director
1901 Capital Parkway, Suite 200
Austin, Texas, 78746
24 Hour Telephone: (737) 218-4580
Operational/Confirmation Fax: (512) 279-7398
E-mail: abrooks@wettllc.com</td><td>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</td></tr>
<tr><td colspan="2">(b) Notices of an administrative nature:</td></tr>
<tr><td>If to TSP:

Wind Energy Transmission Texas, LLC
Attn: Contracts Manager
1901 Capital Parkway, Suite 200
Austin, Texas, 78746
Phone: (737) 218-4517
Fax: (512) 279-7398
E-mail: tleverett@wettllc.com</td><td>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</td></tr>
<tr><td colspan="2">(c) Notice for statement and billing purposes:</td></tr>
<tr><td>If to TSP:

Wind Energy Transmission Texas, LLC
Attn: Vice President Finance and Regulatory
1901 Capital Parkway, Suite 200
Austin, Texas, 78746
Phone: (737) 218-4530
E-mail: accounting@wettllc.com</td><td>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</td></tr>
<tr><td colspan="2">(d) Information concerning electronic funds transfers:</td></tr>
<tr><td>If to TSP:

Wind Energy Transmission Texas, LLC
Attn: Vice President Finance and Regulatory
1901 Capital Parkway, Suite 200
Austin, Texas, 78746
Phone: (737) 218-4530
E-mail: accounting@wettllc.com</td><td>If to Generator:

Bank: Nordea Denmark
Account owner: Copenhagen Infrastructure II K/S
Currency: USD
Registration no.: 2147
Account no.: 5036485967
IBAN: DK7720005036485967
Swift: NDEADKKK</td></tr>
</table>