



Control Number: 35077



Item Number: 934

Addendum StartPage: 0

WIND ENERGY TRANSMISSION TEXAS, LLC

WETT

RECEIVED

13 MAR 29 AM 11:06

PUBLIC UTILITY COMMISSION
FILING CLERK

March 28, 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 Amended and Restated Generation Interconnection Agreement (the “Amendment”) between Wind Energy Transmission Texas, LLC (“WETT”) and Bearkat Wind Energy II, LLC (“Bearkat II”) dated to be effective as of February 26, 2019, for filing at the Public Utility Commission of Texas (“PUCT”) pursuant to Substantive Rule 25.195(e).

WETT and Bearkat II entered into that certain Amended and Restated 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 to the Agreement.

Sincerely,

WIND ENERGY TRANSMISSION TEXAS, LLC



By:

Name: Patrick Burnett

Title: Contracts Manager

WIND ENERGY TRANSMISSION TEXAS, LLC

210 Barton Springs Road Suite 400

Austin, Texas 78704

WWW.WINDENERGYOFTEXAS.COM

Phone: 512.279.7369

Fax: 512.279.7398

**FIRST AMENDMENT TO AMENDED AND RESTATED
GENERATION INTERCONNECTION AGREEMENT**

This First Amendment to Amended and Restated Generation Interconnection Agreement (this "Amendment") between Wind Energy Transmission Texas, LLC (the "Transmission Service Provider" or "TSP") and Bearkat Wind Energy II, LLC (the "Generator") is made to be effective as of February 26, 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 December 20, 2016 (the "Original GIA"); and

WHEREAS, the Parties subsequently entered into that certain Amended and Restated Generation Interconnection Agreement dated as of May 7, 2018 (the "Amended GIA"); and

WHEREAS, TSP and Generator desire to amend the Original GIA, as amended by 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. Exhibit "B" Time Schedule of the Amended 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(s): August 28, 2019

Scheduled Trial Operation Date: November 4, 2019

Scheduled Commercial Operation Date: December 13, 2019"

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

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

5. 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.

6. 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.

7. 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.

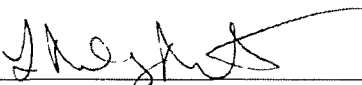
[SIGNATURE PAGE FOLLOWS.]

**SIGNATURE PAGE TO THE
FIRST AMENDMENT TO AMENDED AND RESTATED 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: 2/27/19

GENERATOR:

Bearkat Wind Energy II, LLC

By: 
Name: William Demas
Title: Secretary
Date: February 26, 2019