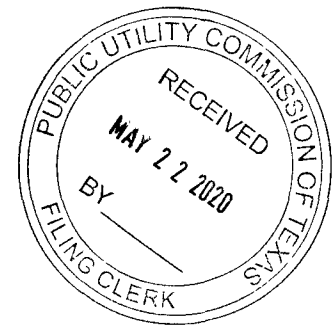


**PUC DOCKET NO. 50584**



**JOINT REPORT AND APPLICATION §  
OF WIND ENERGY TRANSMISSION §  
TEXAS, LLC; AXINFRA US LP; §  
HOTSPUR HOLDCO 1 LLC; HOTSPUR §  
HOLDCO 2 LLC; AND 730 HOTSPUR, §  
LLC, FOR REGULATORY §  
APPROVALS UNDER PURA §§ 14.101, §  
39.262, AND 39.915 §**

**PUBLIC UTILITY COMMISSION  
OF TEXAS**

**AXINFRA US LP'S FIRST REQUEST FOR INFORMATION  
TO TEXAS INDUSTRIAL ENERGY CONSUMERS**

TO: Texas Industrial Energy Consumers, by and through its attorneys of record, Philip Oldham, Katherine L. Coleman, and Michael McMillin, Thompson & Knight LLP, 98 San Jacinto Blvd., Ste. 1900, Austin, Texas 78701.

AxInfra US LP ("AxInfra" or the "Company") requests that Texas Industrial Energy Consumers ("TIEC") provide all of the information requested in the First Request for Information, and serve a copy of its responses upon the undersigned attorneys within five (5) calendar days from the date of service of these Requests. It is further requested that the requests be answered in the order in which they are presented and in as much detail as needed to fully present all relevant facts. You are requested to copy the request immediately above the response to each request. For each response, please identify the preparer or person under whose direct supervision the response was prepared, and the testifying witness able to testify regarding the response. All responses must be filed under oath, unless the responding party stipulates in writing that responses to requests for information can be treated by all parties as if the answers were filed under oath.

In producing documents pursuant to these Requests, please indicate the specific request(s) to which the document is being produced.

The requests are continuing in nature. If you acquire information upon the basis of which you know or should know that the response was incorrect when made, or though correct or

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complete when made, is materially incorrect or incomplete, you are required to amend the prior response within five (5) working days of acquiring the information.

### **DEFINITIONS**

As used herein, the following terms will have the following meanings:

**“Document(s)”** shall mean documents within the possession, custody or control of TIEC, and includes, but is not limited to, all writings of every kind, source, and authorship, both originals and all non-identical copies thereof, in your possession, custody, or control, or known by you to exist, irrespective of whether the writing is one intended for, or transmitted internally by you or intended for, or transmitted to, any other person or entity, including without limitation any government agency, department, administrative, or private entity or person. The term shall include handwritten, typewritten, printed, photocopied, photographic, or recorded matter. It shall include communications in words, symbols, pictures, sound recordings, films, tapes, and information stored in, or accessible through, computer or other information storage or retrieval systems together with the codes and/or programming instructions and other materials necessary to understand and use such systems. The term shall also include electronically transmitted messages (e-mail) of any nature whatsoever. For purposes of illustration and not limitation, the term shall include: affidavits; agendas; agreements; analyses; announcements; bills, statements, and other records of obligations and expenditures; books; briefs; brochures; bulletins; calendars; cancelled checks, vouchers, receipts and other records of payments; charts, drawings; check registers; checkbooks; circulars; collateral files and contents; computer disks, programs or information; contracts; corporate by-laws; corporate charters; correspondence; credit files and contents; deeds of trust; deposit slips; diaries, drafts; files; guaranty agreements; indentures; instructions; invoices; ledgers, journals, balance sheets, profit and loss statements, and other sources of financial data; legal research; letters; logs, notes, or memoranda of telephonic or face-to-face conversations;

manuals; memoranda of all kinds, to and from any person, agency, or entity; minutes; minute books; notes; notices; opinions; orders; ordinances; papers; press releases; printed matter (including published books, articles, speeches, and newspaper clippings); purchase orders; records; records of administrative, technical, and financial actions taken or recommended; reports; resolutions; safety deposit boxes and contents and records of entry; schedules; security agreements; specifications; statement of bank accounts; statements, interviews; stock transfer ledgers; technical and engineering reports, evaluations, advice, recommendations, commentaries, conclusions, studies, test plans, manuals, procedures, data, reports, results, analyses and conclusions; summaries, notes, and other records and recordings of any conferences, meetings, visits, statements, interviews or telephone conversations; telegrams, teletypes, facsimiles and other communications sent or received; transcripts of testimony; UCC instruments; workpapers; drafts or copies of any of the foregoing; and all other writings, the contents of which relate to, discuss, consider, or otherwise refer to the subject matter of the particular request made. Inclusion in a request of specific kinds of documents, when in addition to the term “document,” does not limit the kinds of documents that are to be provided, and reference to this definition should be made to assist complete production.

**“Relating to” or “relate”** shall mean making or including a statement about, discussing, describing, reflecting, consisting of, constituting, comprising or any way concerning in whole or part, the subject or thing.

**“Identify” or “Identification”:**

- a. As to a person: When used in reference to a person or individual, the terms “identify” or “identification” mean to state his/her full name, address, and telephone number;
- b. As to an entity: The terms “identify” or “identification” when used in reference to an entity such as a corporation, partnership or association, mean to state the name of the entity, its business address, telephone number, and the name of its chief executive officer and the agent for service of process;

- c. As to a document: When used in reference to a document, the terms “identify” or “identification” shall include the following:
1. The title, heading or caption of such document;
  2. The date appearing on such document; or if no name appears, the approximate date on which the document was prepared;
  3. A general description of the document;
  4. The name of the person who signed the document or statement;
  5. The name of the person or persons who prepared the document;
  6. The name of the person or persons to whom the documents was addressed and to whom the document was sent;
  7. The physical location of the document.

**“TIEC”** shall mean Texas Industrial Energy Consumers, and includes any employees, agents, attorneys or consultants working directly or indirectly with TIEC, including, but not limited to, individuals, partnerships, associations, corporations or other legal or business entities.

**“AxInfra”** refers to AxInfra US LP, an investment fund managed by Axium US, and its employees, members, officers, directors, agents, attorneys, consultants, and all persons acting under contractual arrangements with, or purporting to act on its behalf.

**“WETT”** refers to the Wind Energy Transmission Texas, LLC, and its employees, members, officers, directors, agents, attorneys, consultants, and all persons acting under contractual arrangements with, or purporting to act on its behalf.

**“WETT Holdings”** refers to the WETT Holdings, LLC, and its employees, members, officers, directors, agents, attorneys, consultants, and all persons acting under contractual arrangements with, or purporting to act on its behalf.

**“Commission”** shall mean the Public Utility Commission of Texas.

**“KBRA”** shall mean Kroll Bond Rating Agency, a ratings agency.

**“DBRS”** shall mean DBRS Morningstar, a ratings agency.

**“Moody’s”** refers to Moody’s Corporation, a ratings agency.

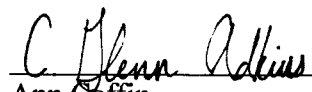
**“S&P”** refers to S&P Global Ratings, a rating agency.

**“Fitch”** refers to Fitch Ratings Inc., a rating agency.

**“STM”** refers to sale, transfer, or merger proceedings filed pursuant to the Public Utility Regulatory Act (“PURA”) §§ 14.101, 39.262, and/or 39.915.

Respectfully submitted,

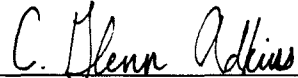
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AND 730 HOTSPUR, LLC*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 22<sup>nd</sup> day of May 2020, notice of the filing of this document was provided to all parties of record via electronic mail in accordance with the Order Suspending Rules, issued in Project No. 50664.

  
\_\_\_\_\_  
C. Glenn Adkins

**PUC DOCKET NO. 50584**  
**AXINFRA'S FIRST REQUEST FOR INFORMATION**  
**TO TEXAS INDUSTRIAL ENERGY CONSUMERS**

The RFIs below refer to the Direct Testimony of Mr. Charles S. Griffey filed on behalf of TIEC in this proceeding.

AXINFRA-TIEC 1-1      To the extent not already provided, please provide all exhibits, graphs, schedules, attachments, tables, figures, and supporting workpapers in electronic format with all formulas intact supporting Mr. Griffey's direct testimony.

AXINFRA-TIEC 1-2      To the extent not already provided, please provide copies of any document cited in or relied upon in Mr. Griffey's direct testimony.

AXINFRA-TIEC 1-3      Please identify any consulting expert whose mental impressions or opinions have been reviewed by any testifying expert testifying on behalf of TIEC in this proceeding. For each such expert, please provide the following information:

- (a) the expert's address and telephone number;
- (b) the subject matter on which the expert formed mental impressions or opinions;
- (c) the facts known by the expert that relate to or form the basis of the expert's mental impressions and opinions formed or made in connection with this proceeding, regardless of when and how the information was acquired;
- (d) the general substance of the expert's mental impressions and opinions formed or made in connection with this proceeding, any methods used to derive those impressions and opinions, and a brief summary of the basis for the impressions and opinions;
- (e) any bias of the expert;
- (f) all documents, tangible things, reports, models, or data compilations that have been provided to, reviewed by, or prepared by or for the expert in anticipation of his or her testimony; and
- (g) the expert's current resume and bibliography.

AXINFRA-TIEC 1-4      Please identify all of the regulatory proceedings in the last five years in which Mr. Griffey has filed testimony proposing financial protections or ring-fencing on a utility. If testimony is not publicly available, please provide a copy. If testimony is publicly available, please clearly identify where it can be accessed.

- AXINFRA-TIEC 1-5 Please state whether it is Mr. Griffey's position that KBRA lacks the same qualifications to rate the debt of WETT and WETT Holdings as compared to S&P, Fitch, and Moody's. Further, please state with specificity all facts or other basis for Mr. Griffey's position.
- AXINFRA-TIEC 1-6 Please state whether it is Mr. Griffey's position that a debt rating from S&P, Fitch, or Moody's provides greater financial protection to WETT and WETT Holdings than a debt rating received from KBRA or DBRS. Further, please state with specificity all facts or basis for Mr. Griffey's position.
- AXINFRA-TIEC 1-7 Please state whether it is Mr. Griffey's position that a debt rating from KBRA or DBRS, as opposed to S&P, Fitch, or Moody's, will have an adverse effect on the reliability, availability, or cost of WETT's transmission utility service. Further, please state with specificity all facts or other basis for Mr. Griffey's position.
- AXINFRA-TIEC 1-8 Please refer to Exhibit CSG-6, Item 14 of Mr. Griffey's direct testimony. To Mr. Griffey's knowledge has the Commission ever conditioned approval of a proposed transaction on the adoption of a No Growth Investment commitment? If Mr. Griffey's answer is in the affirmative, please provide the docket number and relevant citations supporting his understanding.
- AXINFRA-TIEC 1-9 Please state whether Mr. Griffey believes the Commission has the authority to condition approval of a proposed transaction on the adoption of a No Growth Investment commitment as reflected in Exhibit CSG-6, Item 14 of Mr. Griffey's direct testimony. Please provide all facts and relevant statutory citations supporting Mr. Griffey's response.
- AXINFRA-TIEC 1-10 Has Mr. Griffey analyzed which of the financial protections he proposes are already existing protections applicable to WETT? If so, please list which of his proposed financial protections he concludes are additional protections and which he concludes are already existing.
- AXINFRA-TIEC 1-11 Please admit or deny that adoption of a regulatory requirement that requires WETT to forgo its option to construct new facilities off any of its transmission endpoints places WETT at a competitive disadvantage as compared to other electric utilities owning endpoint facilities in Texas. If denied, please fully explain the basis for this position and identify all electric utilities in the State of Texas on whom similar restrictions have been imposed.



- AXINFRA-TIEC 1-12 Please refer Mr. Griffey's testimony at pages 9-13. Please admit that Mr. Griffey has no personal knowledge of the events related to SNC-Lavalin portrayed in the news articles and website links he cites.
- AXINFRA-TIEC 1-13 Admit or deny whether Mr. Griffey or counsel for TIEC had oral or written communications, in any form, with bidders other than AxInfra that participated in the competitive bidding process to acquire WETT. If admit, please list the individuals and entities that Mr. Griffey or counsel for TIEC communicated with and provide copies of any written communications or documents exchanged with those individuals or entities.
- AXINFRA-TIEC 1-14 Admit or deny whether Mr. Griffey or counsel for TIEC had oral or written communications, in any form, with any individual or entity (not addressed in the two RFI's above) regarding the competitive bidding process to acquire WETT or regarding any of the bidders that participated in that process. If admit, please list the individuals and entities that Mr. Griffey or counsel for TIEC communicated with and provide copies of any written communications or documents exchanged with those parties.
- AXINFRA-TIEC 1-15 Refer to Mr. Griffey's testimony at page 27, line 23 through page 28, line 1. For the three actions taken by the Commission in prior STM cases that Mr. Griffey lists, please provide docket numbers and citations to the final order in which the Commission took these actions.
- AXINFRA-TIEC 1-16 Refer to Mr. Griffey's testimony at page 16, lines 12-14. Please provide specific examples of "obstacles" AxInfra may encounter in accessing capital markets, according to Mr. Griffey.
- AXINFRA-TIEC 1-17 Refer to Mr. Griffey's testimony at page 16, lines 7-11. Please identify all facts supporting his conclusion that each of the STM proceedings he references "involved similar or even lesser financial and governance risk."
- AXINFRA-TIEC 1-18 Is it Mr. Griffey's positions that the conditions and financial protections he proposes are necessary to protect WETT's current level of (1) reliability, (2) availability, or (3) cost of electric transmission utility service? If so, please list which of his recommendations are necessary to maintain those three factors and provide the basis for his conclusion.
- AXINFRA-TIEC 1-19 Refer to Mr. Griffey's testimony at page 3, lines 30-34. State which of Mr. Griffey's ring-fencing recommendations were ultimately adopted by the Commission in PUC Docket No. 49421.

- AXINFRA-TIEC 1-20 Refer to Mr. Griffey's testimony at page 3, lines 30-34. Admit that the Commission chose not to impose a dividend-stopper ring-fencing provision on CenterPoint Energy Houston Electric, LLC in PUC Docket No. 49421.
- AXINFRA-TIEC 1-21 Refer to Mr. Griffey's testimony at page 3, lines 30-34. Admit that Moody's issued a release during the pendency of Docket No. 49421 finding his and other intervenor positions on ring-fencing to be credit neutral.
- AXINFRA-TIEC 1-22 Refer to Mr. Griffey's testimony on page 3, lines 30-34. Admit that both Moody's and S&P downgraded CenterPoint Energy Houston Electric, LLC following the resolution of Docket No. 49421.
- AXINFRA-TIEC 1-23 Other than his experience as a testifying witness, please detail all of Mr. Griffey's experience in working with credit ratings agencies such as Moody's, Fitch and S&P. If Mr. Griffey has had any discussions or engaged in any written correspondence with any individuals at those agencies during the past 5 years, please describe the nature and content of those discussions and produce copies of any and all written correspondence.
- AXINFRA-TIEC 1-24 Please admit or deny that the regulatory commitments offered by AxInfra as part of its Application will provide WETT and its customers greater protection and benefits than exist under WETT's current ownership. If denied, please fully explain your response and provide all supporting documents.
- AXINFRA-TIEC 1-25 Please refer to page 16, lines 17-18 of Mr. Griffey's direct testimony. Please fully identify the "speculative lines of business" to which Mr. Griffey is referring and the basis for Mr. Griffey's belief that AxInfra would enter into those lines of business. Please provide all supporting documents.
- AXINFRA-TIEC 1-26 Please explain why the Sole Authorized Purpose and Best Interest of the Utility commitments offered by AxInfra are not sufficient to address Mr. Griffey's concern that the intermediate holding companies referenced on page 16, line 18 may "enter into other speculative lines of business."
- AXINFRA-TIEC 1-27 Please refer to page 16, lines 15-16 of Mr. Griffey's direct testimony. Please state whether it is Mr. Griffey's position that the following regulatory commitments offered by AxInfra provide no tangible benefit to:
- a. Capital Expenditures
  - b. Headquarters

- c. Management Day-to-Day Control
- d. Continued Ownership
- e. Workforce