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Received - 2021-11-03 11:46:05 AM
Control Number - 35077
ItemNumber - 1329

**AMENDMENT NO. 1
TO THE ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT
BETWEEN
ELAWAN DILEO SOLAR, LLC AND
TEXAS-NEW MEXICO POWER COMPANY**

This Amendment No. 1 to the ERCOT Standard Generation Interconnection Agreement (the “Agreement”) is entered into by and between Elawan Dileo Solar, LLC (previously known as BT Dileo Solar, LLC) (“Dileo”) and Texas-New Mexico Power Company (“TNMP”) to be effective as of 10/14/2021 (the “Effective Date”). Dileo and TNMP are each sometimes hereinafter referred to individually as “Party” or both referred to collectively as “Parties.”

WITNESSETH

WHEREAS, Dileo and TNMP are parties to that certain ERCOT Standard Generation Interconnection Agreement, dated as of September 17, 2021 (the “SGIA”); and

WHEREAS, the Parties desire to amend the SGIA to revise Exhibit E.

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 SGIA, as amended and supplemented by this Amendment.

II. ADDITIONS AND AMENDMENTS

Effective as of the Effective Date, Exhibit E of the SGIA is hereby amended and superseded by the replacement of the existing Exhibit E with the revised Exhibit E attached hereto.

III. RATIFICATION OF OTHER TERMS

All other terms and conditions of the SGIA, 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.]

EXECUTED to be effective as of the Effective Date.

ELAWAN DILEO SOLAR, LLC.

By: DocuSigned by:
Gonzalo Rodriguez
8504D1DF64F4412...
Name: Gonzalo Rodriguez
Title: Chief Business Officer

EXECUTED to be effective as of the Effective Date.

TEXAS-NEW MEXICO POWER COMPANY

By: DocuSigned by:
Neal Walker
9394F03E32ED434...
Name: Neal Walker
Title: President, TNMP

Exhibit "E"
Security Arrangement Details

By no later than the earlier of (a) the date and time at which the Generator provides TSP with written authorization to proceed with design and procurement pursuant to Section 4.2 and (b) January 1, 2022, the Generator shall provide Performance Assurance (as defined below) to the TSP in the form of an irrevocable standby letter of credit, in the same form and substance as Exhibit "E-1" attached hereto, in the original face amount equal to the Collateral Amount (as defined below). The Generator shall provide and maintain Performance Assurance in an amount not less than the Collateral Amount. All fees and charges relating to the Performance Assurance shall be borne by the Generator.

If at any time the amount of Performance Assurance held by the TSP is less than the Collateral Amount, then the TSP may request that the Generator provide additional Performance Assurance to the TSP in an amount equal to such deficiency. Within five business days after receipt of such a written request, the Generator will provide such requested Performance Assurance to the TSP. For purposes of determining the amount of Performance Assurance held by the TSP in the form of a letter of credit, the amount held shall equal the undrawn face value of the letter of credit, unless such letter of credit expires within 45 days or the issuer does not have the required credit rating asset forth below, in which case, the amount held shall equal 0.

If the TSP reasonably determines that the costs of planning, licensing, procuring equipment and materials, and/or constructing the TIF has increased or will increase as a result of any Force Majeure event, any acts or omissions of the Generator (including, without limitation, failure to provide any notice to proceed or security by the date(s) required), any delay in the occurrence of events required to be completed by specific dates as described in Exhibit "B", any change in the Facility or the GIF, or any other events or circumstances outside of the reasonable control of the TSP, then the TSP may request that the Generator provide additional Performance Assurance to the TSP in the amount of the estimated increase in costs. Within five business days after receipt of such a written request, the Generator will provide such requested Performance Assurance to the TSP.

The Generator shall provide written notice to the TSP not more than 75 days nor less than 60 days prior to the date of expiration of any letter of credit provided to TSP as Performance Assurance under this Agreement, together with an explanation of how Generator intends to either extend or renew such letter of credit or replace such letter of credit with other Performance Assurance in the amount of the Collateral Amount, and in each case: (a) the extension or renewal of the then current irrevocable standby letter of credit or the replacement of such letter of credit with other Performance Assurance shall be effected not less than 45 days prior to the expiration date of the then current letter of credit; and (b) any extended, renewed or replacement irrevocable

standby letter of credit will not expire prior to the date that is one year from the expiration date of the then current letter of credit. The TSP shall not be obligated to return the then current letter of credit to the Generator until it receives the extended or renewed irrevocable standby letter of credit or replacement Performance Assurance in the amount of the Collateral Amount. If the

TSP does not receive the extended or renewed irrevocable standby letter of credit or replacement Performance Assurance in the amount of the Collateral Amount at least 45 days prior to the expiration of the then current letter of credit in effect, the TSP may draw down the full amount of the then current letter of credit, and any and all amounts drawn by the TSP shall constitute cash security and Performance Assurance provided to the TSP in the form of cash.

If at any time the credit rating of a financial institution that is the issuer of a letter of credit provided as Performance Assurance to the TSP hereunder falls below "A2" by Moody's Investors Service, Inc. or "A" by Standard and Poor's Financial Services LLC with respect to such entity's long-term, unsecured, unsubordinated deposits, the TSP may request replacement Performance Assurance from the Generator in an amount equal to the Collateral Amount. Within five business days after receipt of such a written request, the Generator will provide such requested Performance Assurance to the TSP. The TSP shall not be obligated to return to the Generator the letter of credit then held by the TSP until it receives the replacement Performance Assurance in the amount of the Collateral Amount. If the TSP does not receive the replacement Performance Assurance in the amount of the Collateral Amount within the five-business day period set forth in the preceding sentence, the TSP may draw down the full amount of the letter of credit then held by the TSP, and any and all amounts drawn by the TSP shall constitute cash security and Performance Assurance provided to the TSP in the form of cash.

Failure to provide and maintain Performance Assurance as and when required by this Agreement, including, without limitation, any failure to provide additional Performance Assurance, to extend or renew an irrevocable standby letter of credit, or to provide replacement Performance Assurance as and when required, shall be deemed a Default of the Generator under Section 10.6 of this Agreement, notwithstanding any cure period otherwise provided for in Section 10.6, and the TSP may exercise all rights and remedies.

Performance Assurance shall secure the performance by the Generator of its obligations under this Agreement. As security for the payment of all amounts due or that may become due from the Generator to the TSP under this Agreement, the Generator hereby grants to the TSP a pledge of and a first priority continuing security interest in and lien on and right of setoff against any cash held by the TSP as Performance Assurance. In addition to any other rights and remedies that may be available to the TSP under this Agreement (including, without limitation, Section 8.3) or otherwise, if the Generator fails to pay any amount hereunder when due, then the TSP may exercise one or more of the following rights and remedies: (i) exercise its rights of setoff against the Performance Assurance; (ii) draw on any letter of credit provided hereunder to the TSP; and (iii) exercise any and all rights and remedies available to a secured party under applicable laws and regulations with respect to the Performance Assurance. The TSP shall apply any such setoff against the Performance Assurance and proceeds received from any such draw on a letter of credit to reduce the Generator's obligations under this Agreement (the Generator remaining liable for any amounts owing to the TSP after such application).

Within five business days after the Facility has achieved Commercial Operation and the TSP has received written notification from the Generator thereof, or if applicable, within five business days after all obligations of the Generator hereunder following the termination of this Agreement have been satisfied, then the TSP shall release and return to the Generator any remaining Performance Assurance provided by the Generator under this Agreement; provided that the TSP may retain Performance Assurance as permitted pursuant to this Agreement.

As used herein, each of the following terms shall have the meaning set forth below:

“Collateral Amount” means an amount equal to seven million dollars (\$7,000,000) provided that Collateral Amount shall be increased by any additional amount of Performance Assurance requested by the TSP as described in the third paragraph of this Exhibit “E”.

“Performance Assurance” means (i) an irrevocable standby letter of credit, in form and substance acceptable to the TSP, from a U.S. bank or other U.S. financial institution acceptable to the TSP that has a credit rating of “A2” or better by Moody’s Investors Service, Inc. and “A” or better by Standard and Poor’s Financial Services LLC with respect to such entity’s long-term, unsecured, unsubordinated deposits, and (ii) any cash held by TSP as security as set forth in this Exhibit “E”.

The Irrevocable Standby Letter of Credit shall provide surety to TSP on the dates and in the cumulative amounts set forth in the following schedule:

Date		Surety Amount
Effective Date	On or before January 1, 2022	\$3,500,000.00
	On or before July 1, 2022	\$3,500,000.00