



## Filing Receipt

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**ItemNumber - 1479**

**FIRST AMENDMENT TO ERCOT  
STANDARD GENERATION INTERCONNECTION AGREEMENT**

This First Amendment ("Amendment") is made and entered into this 6/24/2022 day of June 2022, by Texas-New Mexico Power Company, a Texas corporation ("Company"), and Swoose II LLC, a Delaware limited liability company ("Generator"), each hereinafter sometimes referred to individually as a "Party" or both referred to collectively as the "**Parties**" for the purpose of making certain changes.

**RECITALS**

**WHEREAS**, Company and Generator executed a certain Standard Generation Interconnection Agreement dated January 12, 2021 ("Original Interconnection Agreement");

**WHEREAS**, Company and Generator wish to enter into this Amendment in order to amend certain terms of the Original Interconnection Agreement related to Generator's expectations;

**NOW, THEREFORE**, by execution of this Amendment and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which Company and Generator hereby acknowledge, Generator and Company hereby amend and restate the Standard Generation Interconnection Agreement as follows:

- 1) The Scheduled Commercial Operation Date in Exhibit "B" is changed from **July 1, 2021** to **June 30, 2022**.
- 2) The last sentence of Section 8.A of Exhibit "C" is hereby deleted so that Section 8.A now provides:

"A) TSP will provide a 138 kV transmission line from the Point of Intersection to TSP's Pyote Switching Station and one metered line terminal position within TSP's Pyote Switching Station, which facilities consist of steel structures, poles, conductors, breakers, switches, instrument transformers and associated protection, control and metering equipment and communication for the transmission line."
- 3) The Point of Interconnection Location in Exhibit "C", Section 2 is hereby deleted and amended to now provide:

"2) Point of Interconnection Location:

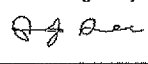
TSP's portion of the tie line within Generator's GIFSUB where TSP's jumper conductors physically connect to Generator's dead-end structure."

This Amendment and the SGIA constitute the entire agreement with respect to the matters set forth herein. In the event of any conflict between this Amendment and the SGIA, this Amendment shall control. This letter is governed by, and shall be construed in accordance with, the laws of the State of Texas.

This Amendment may be executed in multiple counterparts and transmitted by facsimile or by electronic mail in "portable document format" ("PDF") form, or by any electronic means intended to preserve the original graphic and pictorial appearance of a party's signature. Each such counterpart and facsimile or PDF signature shall constitute an original, and all of which, when taken together, shall constitute one instrument.

**EXECUTED** on the aforementioned date above.

**SWOOSE II LLC,**  
a Delaware limited liability company

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Andrew Bowman  
Title: President

**TEXAS-NEW MEXICO POWER COMPANY**

By: \_\_\_\_\_  
Name: James Neal Walker, President

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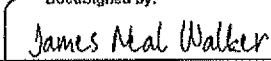
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By: \_\_\_\_\_  
Name: Andrew Bowman  
Title: President

**TEXAS-NEW MEXICO POWER COMPANY**

By:  \_\_\_\_\_  
Name: James Neal Walker, President