



## Filing Receipt

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**AMENDMENT NO. 1  
TO THE ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT  
BETWEEN  
BRP TORTOLAS BESS 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 BRP TORTOLAS BESS LLC (“Tortolas”) and Texas-New Mexico Power Company (“TNMP”) to be effective as of 2/20/2023 (the “Effective Date”). Tortolas and TNMP are each sometimes hereinafter referred to individually as “Party” or both referred to collectively as “Parties.”

**WITNESSETH**

**WHEREAS**, Tortolas and TNMP are parties to that certain ERCOT Standard Generation Interconnection Agreement, dated as of July 15, 2021 (the “SGIA”); and

**WHEREAS**, the Parties desire to amend the SGIA to revise Exhibit B.

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Effective as of the Effective Date, Exhibit B of the SGIA is hereby amended and superseded by the replacement of the existing Exhibit E with the revised Exhibit E attached hereto.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

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EXECUTED to be effective as of the Effective Date.

**BRP TORTOLAS BESS LLC**

DocuSigned by:  
By: Mark Klein  
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Name: Mark Klein

Title: Chief operating officer

EXECUTED to be effective as of the Effective Date.

**TEXAS-NEW MEXICO POWER COMPANY**

DocuSigned by:  
By: Neal Walker  
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Name: Neal Walker

Title: President, TNMP

## **Exhibit “B” Time Schedule**

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

If Section 4.1.B is chosen by Generator, the In-Service Date(s) was determined by (check one): (1) N/A good faith negotiations, or (2) N/A designated by Generator upon failure to agree.

Date by which Generator must provide notice to proceed with design, procurement and construction and provide security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: **Upon Execution**

Date by which Generator must provide in form and substance acceptable to TSP all necessary rights-of-way, easements and other and real property rights for the TIF as required to be provided by Generator pursuant to Paragraph 8, Exhibit “C” below (such rights-of-way, easements and other real property rights for the TIF, in form and substance acceptable to TSP, are collectively referred to herein as the “ROW”): **August 15<sup>th</sup>, 2021**

In-Service Date(s): **September 27<sup>th</sup>, 2023**

Scheduled Trial Operation Date: **October 12<sup>th</sup>, 2023**

Scheduled Commercial Operation Date: **December 31<sup>st</sup>, 2023**

The Parties may mutually agree to change the dates and times of this Exhibit B.

In the event that the Generator does not provide any notice to proceed, security, and/or the ROW by the date(s) required above, then each of the following shall occur: (i) the In-Service Date(s), the Scheduled Trial Operation Date and the Scheduled Commercial Operation Date shall each be extended on a day-for-day basis or such longer period of time, as determined by the TSP, required as a result of the delay; (ii) 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 the delay, then the TSP may request that the Generator provide additional Performance Assurance to the TSP in the amount of the estimated increase in costs, and the Generator shall provide such additional requested Performance Assurance, as set forth in Exhibit “E”; and (iii) until all notices to proceed, security and the ROW have been provided by

the Generator, a Default of the Generator under Section 10.6 of this Agreement shall be deemed to have occurred, notwithstanding any cure period otherwise provided for in Section 10.6, and the TSP may exercise all rights and remedies.

With respect to easements and rights-of-way across, under, above and through land that is not owned by Generator that TSP determines is required for the installation, construction, operation, maintenance, replacement and removal of the TIF, TSP will use commercially reasonable efforts to obtain an easement and right-of-way from the owner of such land, in the name of TSP and in form and substance acceptable to TSP (such rights-of-way, easements and other real property rights for the TIF, in form and substance acceptable to TSP, are collectively referred to herein as the "Third Party ROW"). Generator acknowledges and agrees that TSP will not commence construction of the TIF until after TSP has received the Third Party ROW, and that the project schedule and dates established in Exhibit "B" are based on the assumption that TSP will obtain the Third Party ROW. However, the process and time required for obtaining the Third Party ROW is subject to many factors outside the reasonable control of TSP, and this process may take longer than anticipated. In the event that the process of obtaining the Third Party ROW is not completed by **Upon Execution** then each of the following shall occur: (i) the In-Service Date(s), the Scheduled Trial Operation Date and the Scheduled Commercial Operation Date shall each be extended on a day-for-day basis or such longer period of time, as determined by TSP, required as a result of the delay; and (ii) if 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 the delay, then TSP may request that the Generator provide additional Performance Assurance to TSP in the amount of the estimated increase in costs, and the Generator shall provide such additional requested Performance Assurance, as set forth in Exhibit "E".

While the Parties do not anticipate that TSP will not obtain the Third Party ROW, in the event that TSP does not obtain the Third Party ROW, the Parties agree that they will work together cooperatively and in good faith to reach a mutually acceptable resolution, which resolution will address the responsibility to construct the necessary transmission facilities, the costs incurred in seeking the Third Party ROW, adjustments to the In-Service Date(s), the Scheduled Trial Operation Date and the Scheduled Commercial Operation Date set forth in Exhibit "B", and any adjustment to the amount of the Performance Assurance required. In the event that the Parties agree upon the resolution, the Parties shall prepare and execute a mutually acceptable amendment to this Agreement setting forth such resolution. In the event that the Parties are unable to reach agreement on a resolution or amendment to this Agreement within sixty (60) days after TSP determines it cannot obtain the Third Party ROW, then TSP may terminate this Agreement by providing written notice thereof to the Generator.

For the avoidance of doubt, the above does not set forth the only circumstances under which the In-Service Date(s), the Scheduled Trial Operation Date and the Scheduled Commercial Operation Date may be extended or additional Performance Assurance may be required.

**AMENDMENT NO. 1  
TO THE ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT  
BETWEEN  
BRP PAVO BESS 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 BRP PAVO BESS LLC (“Pavo”) and Texas-New Mexico Power Company (“TNMP”) to be effective as of 2/20/2023 (the “Effective Date”). Pavo and TNMP are each sometimes hereinafter referred to individually as “Party” or both referred to collectively as “Parties.”

**WITNESSETH**

**WHEREAS**, Pavo and TNMP are parties to that certain ERCOT Standard Generation Interconnection Agreement, dated as of July 15, 2021 (the “SGIA”); and

**WHEREAS**, the Parties desire to amend the SGIA to revise Exhibit B.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth herein, the Parties agree as follows:

**I. CAPITALIZED TERMS**

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**BRP PAVO BESS LLC**

DocuSigned by:  
By: Mark Klein  
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Name: Mark Klein

Title: Chief operating officer

EXECUTED to be effective as of the Effective Date.

**TEXAS-NEW MEXICO POWER COMPANY**

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By: Neal Walker  
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Name: Neal Walker

Title: President, TNMP

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the Generator, a Default of the Generator under Section 10.6 of this Agreement shall be deemed to have occurred, notwithstanding any cure period otherwise provided for in Section 10.6, and the TSP may exercise all rights and remedies.

With respect to easements and rights-of-way across, under, above and through land that is not owned by Generator that TSP determines is required for the installation, construction, operation, maintenance, replacement and removal of the TIF, TSP will use commercially reasonable efforts to obtain an easement and right-of-way from the owner of such land, in the name of TSP and in form and substance acceptable to TSP (such rights-of-way, easements and other real property rights for the TIF, in form and substance acceptable to TSP, are collectively referred to herein as the "Third Party ROW"). Generator acknowledges and agrees that TSP will not commence construction of the TIF until after TSP has received the Third Party ROW, and that the project schedule and dates established in Exhibit "B" are based on the assumption that TSP will obtain the Third Party ROW. However, the process and time required for obtaining the Third Party ROW is subject to many factors outside the reasonable control of TSP, and this process may take longer than anticipated. In the event that the process of obtaining the Third Party ROW is not completed by **Upon Execution** then each of the following shall occur: (i) the In-Service Date(s), the Scheduled Trial Operation Date and the Scheduled Commercial Operation Date shall each be extended on a day-for-day basis or such longer period of time, as determined by TSP, required as a result of the delay; and (ii) if 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 the delay, then TSP may request that the Generator provide additional Performance Assurance to TSP in the amount of the estimated increase in costs, and the Generator shall provide such additional requested Performance Assurance, as set forth in Exhibit "E".

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