



## **Filing Receipt**

**Filing Date - 2023-10-10 09:18:02 AM**

**Control Number - 35077**

**Item Number - 1677**

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

This First Amendment to ERCOT Standard Generation Interconnection Agreement (this “Agreement”) is made and entered into this 10<sup>th</sup> day of October 2023, between **Texas-New Mexico Power Company**, a Texas corporation (“Transmission Service Provider”), and **BRP Desna BESS LLC**, (“Generator”), each hereinafter sometimes referred to individually as a “Party,” and both referred to collectively as “Parties” for the purpose of making certain changes.

**RECITALS**

**WHEREAS**, Company and Generator executed that certain Standard Generation Interconnection Agreement dated February 15, 2023 (“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, THEREORE**, by execution of this Amendment and in consideration of the foregoing and or 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 effective date of the Standard Generation Interconnection Agreement is hereby changed from February 15, 2023, to September 15, 2023.
- 2) The signature blocks in the Original Interconnection Agreement are amended to reflect the named signatories below for each party to the Original Interconnection Agreement. .

- 3) The effective date on Exhibit E (NTP date) is hereby changed from March 1, 2023 to September 25, 2023.
- 4) Exhibit E-1 should be changed to remove Mercuria Energy America, Inc. in the Letter of Credit.

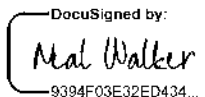
This Amendment and the SGIA constitute the entire agreement with respect to the matters set forth here. In the event of any conflict between this Amendment and the SGIA, this Amendment shall control. This letter is governed by, and shall be construed in accordance with, the laws of the State of Texas.

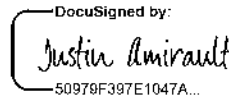
This Amendment may be executed in multiple counterparts and transmitted by facsimile or electronic mail in PDF form, or by any electronic means intended to preserve the original graphic and pictorial appearance of a party's signature. Each such counterpart and facsimile or PDF signature shall constitute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

**EXECUTED** on the aforementioned date above.

**TEXAS-NEW MEXICO POWER CO.**

**BRP Desna BESS LLC,**

BY:   
Neal Walker, President

BY:   
Justin Amirault, Vice President

**Exhibit "E-1"**  
**Form of Letter of Credit**

IRREVOCABLE STANDBY LETTER OF CREDIT NO. \_\_\_\_\_

ISSUING BANK:

AMOUNT:

ISSUE DATE:

BENEFICIARY: TEXAS-NEW MEXICO POWER COMPANY

APPLICANT:

Gentlemen:

We hereby issue this Irrevocable Standby Letter of Credit No. \_\_\_\_\_ (the "Letter of Credit") by order and for the account of \_\_\_\_\_ ("Applicant") and in favor of and for the benefit of TEXAS-NEW MEXICO POWER COMPANY, a Texas corporation ("you" or "Beneficiary"), whereby you are hereby irrevocably authorized to draw on us, in one or more drawings, by your draft or drafts at sight, an aggregate amount not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (such amount, as it may be reduced by the amount of drafts drawn hereunder and paid by us, the "Stated Amount").

You may draw upon this Letter of Credit at any time, and from time to time, on or prior to the Expiration Date (as defined below) by presenting (a) a sight draft in the form of Exhibit A (a "Sight Draft"), completed in accordance with the instructions contained in such Exhibit A and purportedly signed by your authorized signatory, and (b) a certificate in the form of Exhibit B (a "Certificate"), completed in accordance with the instructions contained in such Exhibit B and purportedly signed by your authorized signatory. Partial and multiple drawings may be made under this Letter of Credit.

Presentation of any Exhibit A and Exhibit B shall be made at our office located at \_\_\_\_\_ either by overnight delivery or courier, or by facsimile. We hereby agree that any Exhibit A drawn under and Exhibit B in compliance with the terms of this Letter of Credit shall be duly honored by us upon delivery of the Exhibit A and Exhibit B if presented on or before our close of business on the Expiration Date (as defined below) at our office specified in the preceding sentence. Exhibit As and Exhibit Bs may be presented to us in person at the location stated above, or by overnight delivery or courier to our address at \_\_\_\_\_, or by facsimile to our facsimile number \_\_\_\_\_.

Payment of a drawing shall be made to you in the amount specified in the applicable Exhibit A, in immediately available funds, within two Business Days after presentation of the Exhibit A and the Exhibit B. As used herein, "Business Day" shall mean any day other than a Saturday, Sunday, or day on which the United States Federal Reserve Bank in New York is not open for business. If any drawing or the stipulated documentation presented in connection therewith contains one or more discrepancies from the terms herein, we will further advise you of such discrepancies by communications to \_\_\_\_\_ [*insert name*] at \_\_\_\_\_ [*insert phone, fax and email*] (or such other person at such other telephone number, fax number and email address as the Beneficiary may notify us of in writing at our address set forth above) within such two Business Days, give the reasons for such non-compliance, and upon your instructions, we will hold any documents at your disposal or return the same to you. You may correct any non-conforming presentation if presented prior to or on the Expiration Date.

The expiration date of this Letter of Credit (the "Expiration Date") shall be the earliest to occur of (i) the date that the Stated Amount is reduced to zero, (ii) the date this Letter of Credit is returned to us by you for cancellation, and (iii) at the close of business (where presentations are to be made hereunder) on \_\_\_\_\_ or such later date as extended as set forth herein. It is a condition of this Letter of Credit that it shall be automatically extended for an additional period of one year from the present and each future Expiration Date unless at least ninety (90) days prior to the then current Expiration Date we send you notice in writing (by certified mail, return receipt requested, or overnight courier) at your address set forth above, to the attention of \_\_\_\_\_ (or such other person as the Beneficiary may notify us of in writing at our address set forth above), that we elect not to extend this Letter of Credit for an additional one year period.

All bank charges, including, without limitation, fees, and commissions, shall be for the account of Applicant.

This Letter of Credit is issued subject to the International Standby Practices, International Chamber of Commerce Publication No. 590 (the "ISP98") and, as to matters not covered by the ISP98, shall be governed by, and construed in accordance with, the laws of the State of Texas. If a conflict between the ISP98 and the laws of the State of Texas shall occur, the ISP98 shall prevail.

Very truly yours,

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

AUTHORIZED SIGNATORY

Exhibit A

to Irrevocable Standby Letter  
of Credit No. \_\_\_\_\_

SIGHT DRAFT

*[Insert Bank name and address]*

Re: Irrevocable Standby Letter of Credit No.

On Sight

Pay to Texas-New Mexico Power Company] [pay to account no. \_\_\_\_\_ for the benefit of  
\_\_\_\_\_ Texas-New Mexico Power Company] in immediately available funds  
\_\_\_\_\_ United States Dollars (USD \$ \_\_\_\_\_) pursuant to  
Irrevocable Standby Letter of Credit No. \_\_\_\_\_ of \_\_\_\_\_.

By: \_\_\_\_\_

Name:

Title: