



## **Filing Receipt**

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**AMENDMENT NO. 1  
TO THE ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT  
BETWEEN  
TIDWELL PRAIRIE, 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 Tidwell Prairie, LLC (“Tidwell Prairie”) and Texas-New Mexico Power Company (“TNMP”) to be effective as of June 4, 2024 (the “Effective Date”). Tidwell Prairie and TNMP are each sometimes hereinafter referred to individually as “Party” or both referred to collectively as “Parties.”

**WITNESSETH**

**WHEREAS**, Tidwell Prairie and TNMP are parties to that certain ERCOT Standard Generation Interconnection Agreement, dated as of November 3, 2022 (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Effective as of the Effective Date, Exhibit B of the SGIA is hereby amended and superseded by the replacement of the existing Exhibit B with the revised Exhibit B attached hereto.

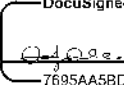
**III. RATIFICATION OF OTHER TERMS**

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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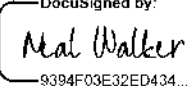
EXECUTED to be effective as of the Effective Date.

**TIDWELL PRAIRIE LLC.**

By:  DocuSigned by:  
7695AA5BDCBD44F...  
Name: Andrew Bowman  
Title: President

EXECUTED to be effective as of the Effective Date.

**TEXAS-NEW MEXICO POWER COMPANY**

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

## **Exhibit “B” Time Schedule**

Interconnection Option chosen by Generator (check one): X 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 and procurement and provide security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: **2/1/2023**

Date by which Generator must provide notice to proceed with construction and provide security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: **5/15/2024**

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 Exhibit “C,” Paragraph 8 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”): **5/15/2024**

In-Service Date(s): **5/1/2025**

Scheduled Trial Operation Date: **5/15/2025**

Scheduled Commercial Operation Date: **6/1/2025**

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 reasonably 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) if Generator fails to cure same after notice from TSP and failure to cure same within 30 days from such notice, 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 **5/15/2024** then 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 reasonably determined by TSP, required as a result of the delay.

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.