

**AMENDMENT NO. 2
TO THE AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
CORESITE REAL ESTATE 2901 CORONADO, L.P.,
CORESITE REAL ESTATE 3001 CORONADO, L.P.,
CORESITE REAL ESTATE 3032 CORONADO, L.P.,
CORESITE REAL ESTATE 2950 STENDER, L.P., AND
CORESITE REAL ESTATE 2972 STENDER, L.P.**

PREAMBLE

This agreement ("Amendment No. 2") is by and between CoreSite Real Estate 2901 Coronado, L.P., CoreSite Real Estate 3001 Coronado, L.P., Coresite Real Estate 3032 Coronado, L.P., Coresite Real Estate 2950 Stender, L.P., and Coresite Real Estate 2972 Stender, L.P. (as successors-in-interest to CoreSite Coronado Stender, L.L.C., and CoreSite Real Estate 2901 Coronado L.L.C.), each a Delaware limited partnership, with its principal place of business located at 1001 17th Street, Suite 500 Denver, Colorado 80202 (collectively "Customer"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Customer may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 2."

RECITALS

- A. The Parties previously entered into an agreement entitled "Special Facilities Agreement by and Between the City of Santa Clara, California and CoreSite Coronado Stender, L.L.C. and CoreSite Real Estate 2901 Coronado L.L.C.", dated December 6, 2011 (the "Original Agreement"); and
- B. The Original Agreement was previously amended by Amendment No. 1, dated January 8, 2013, and is again amended by this Amendment No. 2. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and
- C. The Parties entered into the Original Agreement as Amended for the purpose of City providing electric capacity to Customer's CoreSite Campus, and the Parties now wish to amend the Original Agreement as Amended to increase the amount of electric capacity that the Customer may require from SVP for the CoreSite Campus. The total amount of electric capacity to be made available to the customer will increase from 40 MVA to 50 MVA.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

That Section 3 “CUSTOMER’S OBLIGATIONS UNDER THIS AGREEMENT” subsection A “DEVELOPMENT FEES” paragraph 2 of the Original Agreement as Amended, is hereby amended to read as follows:

If the electric capacity required by Customer exceeds 50 MVA during the first five (5) years following completion of the Substation Facilities, SVP shall provide the required additional capacity, and Customer shall pay its pro rata share of the cost of the additional capacity developed by SVP, up to a maximum of \$200.00 per KVA. If the electric capacity required by Customer exceeds 40 MVA during the sixth (6th) through the tenth (10th) years following completion of the Substation Facilities, SVP shall provide the additional capacity and Customer shall pay its pro rata share of the cost of the additional capacity developed by SVP, in an amount that is halfway between (1) the Load Development Fee as listed in the then-applicable Municipal Fee Schedule, and (2) the cost of the additional capacity developed by SVP, which additional capacity cost shall not exceed \$200.00 per KVA. If the electric capacity required by Customer exceeds 50 MVA after the tenth (10th) year following completion of the Substation Facilities, SVP shall provide the additional capacity and Customer shall pay its pro rata share of the cost of the additional capacity developed by SVP, in an amount equal to the Load Development Fee as listed in the then applicable Municipal Fee Schedule.

Customer has increased its electric capacity for the CoreSite Campus in the aggregate (inclusive of any Interim Service) that is transferred to the Substation Facilities from 40 MVA to 50 MVA, and Customer shall pay SVP the applicable pro-rata fee for this increase in capacity in the amount of \$200.00 per KVA, or a total of \$2 million.

2. TERMS

All other terms of the Original Agreement as Amended which are not in conflict with the provisions of this Amendment No. 2 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2.

3. COUNTERPART/FACSIMILE SIGNATURE

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Amendment No. 2 shall become operative on the Effective Date first set forth above.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

BRIAN DOYLE
City Attorney

ATTEST:

JENNIFER YAMAGUMA
Acting City Clerk

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

CORESITEST REAL ESTATE 2901 CORONADO, L.P.,
A Delaware Limited Partnership

BY: Coresite Real Estate 2901 Coronado GP, L.L.C.,
a Delaware limited liability company, its general Partner

Date: _____

By: _____
Title:
Address:

Email
Telephone:
Fax:

CORESITE REAL ESTATE 3001 CORONADO, L.P.
a Delaware Limited Partnership

BY: CORESITE REAL ESTATE 3001 CORONADO GP, L.L.C., A
DELAWARE LIMITED LIABILITY COMPANY, ITS GENERAL
PARTNER

Date: _____

By: _____
Title:
Address:

Email
Telephone:
Fax:

CORESITE REAL ESTATE 3032 CORONADO, L.P.
a Delaware Limited Partnership

BY: CORESITE REAL ESTATE 3032 CORONADO GP, L.L.C., A
DELAWARE LIMITED LIABILITY COMPANY, ITS GENERAL
PARTNER

Date: _____

By: _____
Title:
Address:

Email
Telephone:
Fax:

CORESITE REAL ESTATE 2950 STENDER, L.P.

a Delaware Limited Partnership

BY: CORESITE REAL ESTATE 2950 STENDER GP, L.L.C., A
DELAWARE LIMITED LIABILITY COMPANY, ITS GENERAL
PARTNER

Date: _____

By: _____

Title:

Address:

Email

Telephone:

Fax:

CORESITE REAL ESTATE 2972 STENDER, L.P.

a Delaware Limited Partnership

BY: CORESITE REAL ESTATE 2972 STENDER GP, L.L.C., A
DELAWARE LIMITED LIABILITY COMPANY, ITS GENERAL
PARTNER

Date: _____

By: _____

Title:

Address:

Email

Telephone:

Fax: