AMENDMENT NO. 1
TO THE SUBSTATION AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA AND
1220 SANTA CLARA PROPCO, LLC

PREAMBLE

This Amendment No. 1 to the Substation Agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and 1220 Santa Clara Propco, LLC, a Delaware Limited Liability Company ("Customer"). City and Customer may be referred to individually as a "Party" or collectively as "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Substation Agreement By and Between the City of Santa Clara, California and 1220 Santa Clara Propco, LLC," dated May 5, 2022 (Agreement), and

B. On _____, 2025, the Parties entered into a settlement agreement to resolve a dispute concerning the Substation Agreement and limitations concerning the Available Capacity described therein (Settlement Agreement) and this Amendment No. 1 is the product of the Settlement Agreement and fully reflects the Parties' mutual intent.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TO TERMS AND CONDITIONS OF SUBSTATION AGREEMENT

1. Subsection 1.A. of the Agreement is amended in its entirety to read as follows:

> "Capacity" is the maximum or peak amount of electric power (electricity) that may be received by Customer for use at a specific point in time and is determined by Transmission System Operating Limits and this Agreement.
>
> 1. "Available Capacity" is the Capacity depicted in Exhibit E, Available Capacity Schedule, Amended, Table E1 and is the maximum Capacity available to be used by the Customer during each year of each Load Phase.
> 2. "Available Capacity Schedule" means the phased schedule by which the City anticipates Capacity requested by Customer will be available and is specifically set forth in Exhibit E, Available Capacity Schedule, Amended, Table E1.
> 3. "Interim Capacity" is the Capacity available from SVP from 12 kV distribution feeders prior to operation of the Substation Facilities.
> 4. "Total Capacity" is the Customer requested maximum MVA capacity and cannot exceed 99 MVA. While the Substation Facilities, Transmission Facilities, and System Capacity Improvement Facility will be designed to meet Total Capacity, the maximum Capacity available to Customer is the Available Capacity for each Load Phase.

2. Subsection 1.E. of the Agreement, the definition of "Load Phase", is corrected to reflect that "Load Phase" is depicted in Exhibit E, not Exhibit D.

3. Subsection 1.F. of the Agreement, the definition of "System Capacity Improvement Facilities", is amended in its entirety to read as follows:

> "System Capacity Improvement Facilities" are the system improvements required by City to support the Available Capacity. System Capacity Improvement Facilities include projects on SVP's 230kV, 115kV, and 60kV transmission lines, SVP receiving stations, Pacific Gas & Electric Company ("PG&E") Bulk Electric System Improvements, and include the following projects: SVP's Kifer Receiving Station ("KRS") Battery Energy Storage System ("BESS") Project, PG&E's Series Compensation Project, LS Power's Newark-Northern Receiving Station ("NRS") 230kV line, SVP's NRS upgrade, SVP's KRS 115 kV upgrade, SVP's Scott Receiving Station ("SRS") 115 kV upgrade, and the completion of SVP's new NRS-KRS 115 kV line.

4. A new Subsection 1.G. is added to the Agreement as follows:

> "Transmission System Operating Limits" means (1) the maximum allowable Bulk Electric System (BES) operating limits the SVP electric system is capable of operating as determined by the National Electric Reliability Corporation (NERC) Reliability Standards or as otherwise required by Federal Energy Regulatory Commission (FERC), or (2) for non-BES facilities, such other operating limits on the SVP electric system as determined by SVP.

5. Subsection 2.B.6. of the Agreement is amended in its entirety to read as follows:

> Customer has requested a Total Capacity of 90 MVA. In the event that 90 MVA is not included in the Available Capacity Schedule SVP and Customer shall meet at least once per year to consider amendments to this Agreement to modify the Available Capacity Schedule to increase the Available Capacity to the requested Total Capacity of 90 MVA.

6. Subsection 4.A.1. of the Agreement is amended in its entirety to read as follows:

> SVP will provide up to the Available Capacity for Customer's use in each Load Phase as detailed in the Available Capacity Schedule to the Premises, upon completion of the Substation Facilities, Transmission Facilities and required System Capacity Improvement Facilities. For avoidance of doubt, "completion" of the System Capacity Improvement Facilities means that the specific upgrade project has been placed into service.

7. Subsection 4.A.3. of the Agreement is amended in its entirety to read as follows:

> [Intentionally Omitted]

8. Subsection 4.A.4. of the Agreement is amended in its entirety to read as follows:

> The Parties agree that the provision and use of the Available Capacity is subject to applicable SVP rules, regulations, rate schedules, laws, technical documents and requirements, as they may be amended from time to time.

9. Subsection 5.A.1. of the Agreement is amended in its entirety to read as follows:

> Upon completion of the Substation Facilities, Transmission Facilities, and System Capacity Improvement Facilities, SVP shall provide the Available Capacity (inclusive of any Interim Service that is transferred to the Substation Facilities) for each Load Phase as detailed in the Available Capacity Schedule.

10. A new Subsection 5.A.3. is added to the Agreement as follows:

> Notwithstanding anything to the contrary in this Agreement, SVP may, in its sole discretion, remotely control Customer's feeder breakers on the Premises at the subtransmission (60kV) and distribution system levels in accordance with generally applicable operating practices and only to the extent necessary to maintain grid reliability. Specifically, SVP shall (a) include Customer's breakers and switches on the Premises in SVP's Supervisory Control and Data Acquisition ("SCADA") system; and (b) remotely control Customer's feeder breakers at the low side of the Substation Facilities' transformers at the subtransmission (60kV) level, as depicted in Exhibit G. To implement this remote control, SVP will develop the necessary circuit design specifications, Customer will design the circuits per SVP's specifications, and SVP will review the Customer's circuit design. Customer will be responsible for the cost of making the changes on its side of the Substation Facilities (including SVP's cost of developing the design specifications, and reviewing the Customer's circuit design), and SVP will be responsible for the costs of making the required changes on its side of the Substation Facilities. Customer shall fully cooperate with SVP to allow SVP to implement the provisions of this Section 5.A.3. In connection with the foregoing and not in any way limiting Customer's cooperation, Customer shall provide SVP with reasonable access to the Premises and the Customer-owned portion of the Substation Facilities, as SVP determines necessary, for the inspection, installation, operation, and maintenance of any equipment required for SVP to implement this Section 5.A.3.

11. Subsection 6.A. of the Agreement is amended in its entirety to read as follows:

> The Available Capacity Schedule may only be modified through an amendment to this Agreement or a Capacity Reduction as described in this Section. Customer shall pay Load Development Fees for the first 20 MVA

of Available Capacity based on the Payment Schedule in Exhibit D – Table D3.

12. Subsection 6.C. of the Agreement is amended in its entirety to read as follows:

> For Load Phases No. 5 and following, City will invoice applicable Load Development Fees within thirty (30) days (or soon thereafter) following the occurrence of a Load Phase. Customer shall pay the invoiced amount no later than thirty (30) days of the issuance of the invoice. Failure to make such payment by the date specified shall result in suspension of the Load Phase until such payment is received. For clarity, with respect to Load Phase 5, Customer has already paid the Load Development Fees for (a total of) 20 MVA, so Customer shall be invoiced for the Load Development Fees on 11 MVA.

13. Subsection 6.D.1 of the Agreement is amended in its entirety to read as follows:

> SVP shall not reduce Available Capacity pursuant to this Section D before July 1, 2035.

14. Subsection 6.D.2 of the Agreement is amended in its entirety to read as follows:

> Subject to Subsection D.1, above, SVP at its sole discretion may reduce Available Capacity based on Customer's Peak Demand. The Customer's Peak Demand is calculated as the highest demand average over three (3) consecutive monthly billing periods within the applicable Load Phase set forth in the Available Capacity Schedule. This reduced Available Capacity is calculated as the Customer's Peak Demand plus 15%.

15. Subsection 6.D.3 of the Agreement is amended in its entirety to read as follows:

> SVP shall notify the Customer of any proposed reduction in Available Capacity at least one year before the reduction in Available Capacity is set to take effect and afford an opportunity for Customer to cure such alleged failure to achieve the required Peak Demand. If Customer has not cured such alleged failure during that year, SVP may notify Customer of the Available Capacity Schedule modification by means of a Capacity Reduction Notice in substantially the same format as Exhibit F - Sample Capacity Reduction Notice. The Capacity Reduction Notice shall include an amended Available Capacity Schedule. Within 30 days of receiving a Capacity Reduction Notice, Customer may elect to pay a charge for unused capacity in lieu of the proposed reduction to the Available Capacity described in the Capacity Reduction Notice. The charge for unused capacity shall be described in the Capacity Reduction Notice.

16. Subsection 6.D.6 of the Agreement is amended in its entirety to read as follows:

> SVP may at its sole discretion continue to issue Capacity Reduction Notices by evaluating the highest demand average over (3) three consecutive monthly billing periods within the applicable Load Phase set forth in the Available Capacity Schedule.

17. Subsection 6.E. of the Agreement is amended to reflect "Exhibit E – Available Capacity Schedule, Amended, Table E1" instead of "Table E1."

18. Section 11 of the Agreement is amended to be entitled "HOLD HARMLESS/INDEMNIFICATION/NO CONSEQUENTIAL DAMAGES" and to add a new Subsection 11.D. to read as follows:

> Neither Party shall not be liable to the Party for incidental, consequential, punitive, or exemplary damages, regardless of whether advised of, or otherwise if that other Party should have been aware of, the possibility of such damages, and regardless of the legal theory or basis for such claim.

19. EXHIBIT D, Table D1 – Payment Milestone Schedule to the Agreement is deleted and replaced with Table D1 – Payment Milestone Schedule attached hereto and incorporated into the Agreement by reference.

20. EXHIBIT D, Table D3 – Load Development Fee Schedule (based on 40 MVA) is deleted and replaced with Table D3 – Load Development Fee Schedule (based on 40 MVA) attached hereto and incorporated into the Agreement by reference.

21. EXHIBIT E - AVAILABLE CAPACITY SCHEDULE, including Table E1 – Available Capacity Schedule, to the Agreement is deleted and replaced with "EXHIBIT E - AVAILABLE CAPACITY SCHEDULE, AMENDED," and Table E1, both attached hereto and incorporated into the Agreement by reference.

22. A new EXHIBIT G – REMOTE CONTROL OF FEEDER BREAKERS is added to the Agreement, both attached hereto and incorporated into the Agreement by reference.

23. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The effective date of this Amendment No. 1 is the date of City's execution of this amendment.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY:

CITY OF SANTA CLARA, CALIFORNIA,
a Chartered California Municipal Corporation
D/B/A Silicon Valley Power

APPROVED AS TO FORM:

_____
GLEN R. GOOGINS
City Attorney

By: _____
JŌVAN D. GROGAN
City Manager

STACK:

1220 Santa Clara Propco, LLC,
a Delaware limited liability company

By: _____
Name: Timothy Kuester
Its: Chief Legal and Administrative Officer and Authorized Signatory

Table D1 - Payment Milestone Schedule

Milestone	SVP Invoice Date (payment due 30 days after invoicing)	SVP's Estimated Amount
1	City invoiced within 30 Days following execution of Substation Agreement (Milestone payment #1 and Load Development Fees for 20MVA ($6,979,800). City invoiced the amounts in Milestone 1 on May 19, 2022. Customer paid the amount in full ($11,507,800).	$11,507,800 Amount includes (1) Milestone Payment to cover City's non-LDF costs ($4,528,000) and LDF for 20 MVA ($6,979,800)
2	Invoiced 30 Days before Public Works contract is submitted to City Council for approval.	$5,770,000
3	City invoiced 30 days before Notice to Proceed was issued to Transmission Line contractor.	$840,000
4	Invoiced after energization of Substation Facilities. City invoiced customer for the difference between estimated costs billed in PM 1, PM 2, and PM 3 and actual costs (excludes LDF payment).	$TBD
5	LDF Payment outside of the 20 MVA shall be paid in accordance with Section 6.C of the Agreement.	n/a

Table D3 Load Development Fee Schedule (based on 40 MVA)

All Estimated Amounts are based on fees at the time of this Agreement. Actual Amounts will be based on fees at the time of invoice.

LDF Payments	Time Frame from Effective Date	Estimated Amount of LDF	Payment Milestone	Comments
Load Development Fee for first 20MVA	City invoiced 30 days after execution of agreement	$6,979,800	PM #1 $6,979,800 - paid	Payment based on Load Development Fee (LDF) = $348.99/kVA. LDFs are based on City of Santa Clara Municipal Fee Schedule in effect at time of invoice to Customer.
LDF Payments for Load Phases Above 20 MVA shall be in accordance with Section 6.C of the Agreement	Not applicable	Not applicable	Not applicable	Not applicable

EXHIBIT E
AVAILABLE CAPACITY SCHEDULE
(Amended _____ _____, 2025)

A. SVP shall make commercially reasonable efforts to provide Available Capacity for Customer's use based on the timeline shown in Available Capacity Schedule set forth below.

B. Subject to the terms of this Agreement and the Contingencies described below, the Available Capacity shall be provided in accordance with the Available Capacity Schedule.

C. Failure to make such payment by the date specified shall result in suspension of the Load Phase until such payment is received.

D. Contingencies: The Available Capacity of Load Phase 6 is contingent on the completion of SVP's Kifer Receiving Station (KRS) Battery Energy Storage System Project and PG&E's Series Compensation Project. The Available Capacity of Load Phase 7 through Load Phase 10 are contingent on the completion of LS Power's Newark-Northern Receiving Station (NRS) 230 kV line, SVP's NRS upgrade, SVP's KRS 115 kV upgrade, SVP's Scott Receiving Station (SRS) 115 kV upgrade, and the completion of SVP's new NRS-KRS 115 kV line. For purposes of these Contingencies, "completion" means when the specific upgrade project identified herein has been placed into service.

E. Table E1 - Available Capacity Schedule is subject to the provisions of Section 6.D. (Capacity Reduction) of the Agreement and may be modified pursuant to the terms of that section, but only upon SVP providing notice and opportunity to cure as set forth in Section 6.D.

Table E1 – Available Capacity Schedule

Load Phase	Load Phase Start Date	Load Phase End Date	Available Capacity
1 (Interim Capacity)	2022 (on Effective Date)	Ends on Commencement of Load Phase 2	1 MVA
2 (Interim Capacity)	2023 (on Effective Date)	Ends on Commencement of Load Phase 3	4.5 MVA
3	July 1, 2024	Ends on Commencement of Load Phase 4	5 MVA
4	July 1, 2025	Ends on Commencement of Load Phase 5	18 MVA
5	July 1, 2026	Ends on Commencement of Load Phase 6	31 MVA
6	July 1, 2027	Ends on Commencement of Load Phase 7	45 MVA
7	December 31, 2028	Ends on Commencement of Load Phase 8	55 MVA
8	July 1, 2029	Ends on Commencement of Load Phase 9	65 MVA
9	July 1, 2030	Ends on Commencement of Load Phase 10	72 MVA
10	July 1, 2031	N/A	77 MVA

EXHIBIT G – REMOTE CONTROL OF FEEDER BREAKERS