

**SUBSTATION AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
INTEL CORPORATION**

PREAMBLE

This Substation Agreement ("Agreement") is made and entered into on the date last signed by the Parties ("Effective Date") by and between the City of Santa Clara, California, a chartered California municipal corporation ("City" or "SVP") and Intel Corporation, a Delaware Corporation with its principal place of business located at 2200 Mission College Blvd., Santa Clara, CA 95054 ("Customer"). The City and Customer may be referred to in this Agreement individually as a "Party" or collectively as the "Parties".

RECITALS

- A. The City of Santa Clara owns and operates an electric utility, doing business as Silicon Valley Power, and currently provides electric service pursuant to standard electric rate schedules authorized by the City Council of the City of Santa Clara to Customer at 3750 Juliette Lane, parcel number 104-39-019, in the City of Santa Clara, California including all services addresses ("Premises"), which is shown on Exhibit A – Parcel Map attached hereto and incorporated into this Agreement by reference;
- B. Customer has paid Load Development Fees for 56 megavolt amps (MVA) of Capacity for the Premises, and City allocated 56 MVA of Capacity ("Original Capacity") for Customer's use at the Premises. This Agreement will now supersede prior agreements or arrangements, if any, applicable to the Original Capacity and this Agreement will govern the terms and conditions of Original Capacity and all matters relating to the Existing Substation Facilities.
- C. Subject to the terms of this Agreement, City will allocate to Customer for use at the Premises the Original Capacity and an additional 6 MVA of Capacity based on refurbishment of the Existing Substation Facilities' two (2) transformers, which together equal a total of 62 MVA of Capacity (collectively, the Original Capacity and the 6 MVA shall be referred herein as the "Interim Total Available Capacity"). The City will provide the Interim Total Available Capacity through the Existing Substation Facilities. Customer desires to expand the Existing Substation Facilities and increase its allocation of Capacity and the Parties agree that any such expansion and increase will require the installation of additional equipment and rearrangement of the existing transmission lines ("Transmission Facilities").
- D. Upon the Successful Energization of the Expanded Substation Facilities, City will allocate the Available Capacity in accordance with the Available Capacity Schedule set forth in Exhibit D.
- E. The Parties acknowledge that System Capacity Improvement Facilities as defined in this Agreement will be required to provide the Available Capacity.
- F. Except for the Interim Total Available Capacity, which the City has confirmed is

immediately available as of the Effective Date, The Parties further acknowledge that improvements required to allocate the Available Capacity are not fully within their control and factors outside of the control of either Party may impact the Available Capacity Schedule, including, but not limited to (1) Force Majeure, and (2) the Transmission Planning Process (TPP) of the California Independent System Operator (CAISO).

- G. The purpose of this Agreement is to set forth the mutual obligations of the Parties with respect to supplying Customer with ongoing capacity and transmission infrastructure for the Premises.

Therefore, in consideration of the foregoing, the Parties agree as follows:

AGREEMENT PROVISIONS

I. DEFINITIONS

- A. "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 System Operating Limits and the terms of this Agreement.
1. "Available Capacity" is the Capacity set forth in Exhibit D and is the maximum Capacity available to be used by the Customer at the Premises during each year of each Load Phase.
 2. "Available Capacity Schedule" the phased schedule by which the City anticipates Capacity requested by Customer will be available. The Available Capacity Schedule is set forth in Exhibit D.
- B. "Electric Service" is defined in SVP Rules and Regulations No. 1C – Definitions.
- C. "Estimated Duration" is an estimated duration for a set of tasks set forth in Exhibit C –Schedule and Costs attached hereto and incorporated into this Agreement by reference. The Estimated Duration is subject to potential delays such as those caused by Force Majeure events.
- D. "Existing Substation Facilities" means the substation facilities in place at the Premises as of the Effective Date as depicted in Exhibit B. This includes the current single bus arrangement, the 60/12KV transformers, disconnects, bus duct, metering, wiring, transmission level breakers, transmission poles, grounding grid, relay panels, existing control room, and security wall.
- E. "Expanded Substation Facilities" means the substation facilities to be constructed at the Premises to provide that portion of the Available Capacity above the Original Capacity as depicted in Exhibit B. This includes, but is not limited to, expansion of the current single bus arrangement, the procurement of the Third Transformer, disconnects, bus duct, metering, wiring, transmission level breakers, transmission poles, relay panels, and potential expansion or replacement of the existing control room, security wall, grounding grid, and new general arrangement.
- F. "Load Development Fee" is the Commercial Facilities Dedicated 12kV Fee in the City of Santa Clara Municipal Fee Schedule. This fee represents the

share of costs associated with System Capacity Improvement Facilities required for any Capacity increase to serve Customer's load at the Premises. This fee funds systemwide capital expenditures directly related to the addition of infrastructure associated with new load increases and does not include costs directly attributed to the design and construction of the Expanded Substation Facilities. Customer will be obligated to pay the fee based on the City's Municipal Fee Schedule at the time of the invoice and the terms in Exhibit D.

- G. "Load Phase" is depicted in Exhibit D and represents the periods for which a specific Available Capacity is in effect and available for Customer to use.
- H. "Peak Demand" is the sum of the highest average kW delivery, at the Premises, of any 15-minute interval.
- I. "Rules and Regulations" means any applicable City and SVP laws, rules, regulations, ordinances, resolutions, and regulations as may be amended from time to time.
- J. "Substation Facilities" means collectively the Existing Substation Facilities and Expanded Substation Facilities.
- K. "Successful Energization" means that SVP has (1) successfully tested and commissioned the Expanded Substation Facilities, and (2) incorporated the Expanded Substation Facilities into the City's transmission system.
- L. "System Capacity Improvement Facilities" are the system improvements required by City to support the Available Capacity requested by Customer. System Capacity Improvement Facilities include projects on SVP's 230kV, 115kV, and 60kV transmission lines, receiving stations, and CAISO/Pacific Gas & Electric Bulk Electric System Improvements.
- M. "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 level such other operating limits on the SVP electric system as determined by SVP.
- N. "Third Transformer" means the 60/12kV transformer that Customer has procured at its sole cost, in reliance upon specifications provided by SVP to Customer via purchase order #5906023554 dated May 6, 2024.
- O. "Utility Connection Point(s)" means the service connection point(s) on the Customer side of the 12kV disconnect switches located within the Substation Facilities as shown in Exhibit B.

II. OVERVIEW

A. Electric Facilities:

1. Customer will fund the development and construction of the Expanded Substation Facilities and Transmission Facilities ("Substation Development Phase") to serve the Premises.
2. City will design and construct improvements to Existing Substation Facilities to meet the Available Capacity Schedule, including any and

all necessary structures and/or equipment to expand the Existing Substation Facilities by adding the Third Transformer and related plant and equipment ("Substation Expansion"). The maximum Capacity available to Customer is the Available Capacity set forth in Exhibit D.

B. Interconnection Facilities:

1. In the course of the development of the Premises, City and Customer will finalize requirements for the interconnection facilities necessary for supplying electrical power to the Substation Expansion ("Connection Phase").
2. The layout of and requirements for the interconnection facilities shall be complete and agreed upon by the Parties prior to commencement of any construction of the Expanded Substation Facilities.

C. Subject to Force Majeure events and other provisions of this Agreement, SVP will make commercially reasonable efforts to provide Available Capacity for Customer's use based the Available Capacity Schedule; provided, Customer (i) has paid any and all fees, including, but not limited to the Load Development Fees, associated with the Available Capacity; and (ii) has taken such other actions required by this Agreement.

D. Customer understands and agrees that SVP is under no obligation to provide capacity greater than the Available Capacity.

III. INTERIM TOTAL AVAILABLE CAPACITY

- A. Prior to the Effective Date, SVP completed the refurbishment of Existing Substation Facilities' two (2) existing transformers. After the completion of this refurbishment, Customer paid Load Development Fees for six (6) MVA in the amount of Three Million Seven Hundred Eighty Six Thousand Five Hundred and Forty Dollars (\$3,786,540).**
- B. SVP will provide the Interim Total Available Capacity for Customer's use on the Premises; provided, however, if SVP determines that one of the Existing Substation Facilities' two (2) transformers breaks, trips offline, or otherwise becomes unavailable the Interim Total Available Capacity shall be reduced to 52 MVA until SVP replaces the existing transformers with new transformers.**

IV. SUBSTATION DEVELOPMENT, CONNECTION, AND OPERATIONS PHASE

The following activities and obligations shall constitute the Substation Expansion Development Phase ("Substation Expansion Development Phase"):

A. SUBSTATION EXPANSION DEVELOPMENT SCHEDULE:

1. SVP has provided a proposed schedule to the Customer that is aligned with the schedule in Exhibit C for review. Each Party shall notify the other Party in writing as soon as practicable when the schedule is anticipated to change.

B. SUBSTATION EXPANSION DESIGN:

1. The proposed Expanded Substation Facilities are set forth in Exhibit B (Substation Plan) attached hereto and incorporated into this

Agreement by reference. The Parties acknowledge that the Expanded Substation Facilities as depicted in Exhibit B will require a larger footprint than the Existing Substation Facilities and that, during the design process, the arrangement of the Expanded Substation Facilities may be modified from the design depicted in Exhibit B. The final Substation Plan will be incorporated into the Agreement through an amendment of Exhibit B.

2. SVP will work with the Customer to optimize the new square footage required to construct the Expanded Substation Facilities. The Parties will include within the design of the Expanded Substation Facilities electrical clearances to minimize planned outages, while maintaining safe working clearances in accordance with applicable law and SVP standards.
3. Customer understands that additional upgrades may be identified during the design process of the Expanded Substation Facilities which may result in additional costs. Customer is responsible for all costs associated with design and construction of the Expanded Substation Facilities.

C. COORDINATION

1. The Parties agree to coordinate the design and construction of the Expanded Substation Facilities, Transmission Facilities, and 12kV customer switchgear to assure timely completion in accordance with Exhibit C.
2. The Parties recognize that the construction of the Expanded Substation Facilities and the System Capacity Improvement Facilities requires coordination of outages on the City's transmission system. Customer will cooperate with SVP as SVP may require from time to time including, but not limited to, coordination of required outages that will impact Customer's Premises. Whenever practicable, SVP shall give the Customer written notice of the planned outage and the anticipated extent and duration of the planned outage.

D. SVP OBLIGATIONS

1. Except as expressly provided in this Agreement, City will design, construct, and provide any and all necessary structures and equipment (including, the addition of the Third Transformer and related infrastructure and equipment) required to provide Available Capacity to the Substation Facilities up to the Utility Connection Point in accordance with SVP's standards and requirements, as shown in Exhibit B.
2. Upon completion and Successful Energization of the Expanded Substation Facilities, Transmission Facilities and System Capacity Improvement Facilities, SVP shall provide the Available Capacity in accordance with the Available Capacity Schedule. Such Available Capacity shall be provided at the Utility Connection Points from the Substation Facilities that are connected to the Premises through the Transmission Facilities for each Load Phase. Such capacity shall include primary and, as necessary, secondary, services to the

Premises. Because the completion schedules for System Capacity Improvement Facilities are not fully controlled by SVP, SVP, at its sole discretion, may limit or delay the provision of Available Capacity until (i) CAISO makes available the capacity associated with Available Capacity to SVP; or (ii) all infrastructure associated with the Available Capacity is complete.

3. SVP will design, construct, test, and commission the Expanded Substation Facilities and Transmission Facilities within thirty-five (35) months of the Effective Date of this Agreement. The foregoing timeline may be extended on a day-to-day basis for any equipment manufacturer delays or other SVP scheduling issues; provided that SVP shall not be responsible for any failure to meet the foregoing 35 month period.
4. The following terms apply to the Substation Facilities and Transmission Facilities:
 - a) City shall procure all materials and equipment associated with the Expanded Substation Facilities (except Customer's switchgear and related equipment). All equipment associated with the Expanded Substation Facilities including Customer's switchgear and related equipment shall comply with SVP's standards and requirements.
 - b) SVP shall construct a New Substation Perimeter Wall, marked as "New Perimeter Wall (SVP) and New Perimeter Wall (Customer)" on Exhibit B, which shall create a physical boundary around the Expanded Substation Facilities for ensuring the Expanded Substation Facilities' security ("New Substation Perimeter Wall"). Customer shall be solely responsible for all costs and expenses associated with the New Substation Perimeter Wall. The New Substation Perimeter Wall shall be for SVP's exclusive use. Only SVP approved signage is permitted on the Substation Perimeter Wall. The Substation Facilities shall have a Bituminous coated aggregated base.
 - c) SVP will keep Customer informed on an ongoing basis as to the costs it is incurring associated with the design, construction, testing, commissioning, and completion of the Expanded Substation Facilities and Transmission Facilities, including periodic updates to Exhibit C as needed. Once preliminary engineering review is complete, SVP will provide Customer with a detailed estimate of cost to fully complete the control building with the Expanded Substation Facilities. SVP will provide Customer with reasonable access to SVP's records that substantiate any costs SVP proposes to bill to Customer related to the Expanded Substation Facilities and other associated facilities.
 - d) The City shall not be responsible or subject to any penalty if System Capacity Improvement Facilities are not complete by

Customer's anticipated or proposed energization date.

- e) SVP is not obligated to compress its testing and commissioning schedule to meet Customer's anticipated service date.
- f) SVP will own, operate, and maintain all Substation Facilities and Transmission Facilities, up to the Utility Connection Points as well as the SVP control building and all equipment therein as depicted in Exhibit B.

E. CUSTOMER OBLIGATIONS

1. Customer must pay a Load Development Fee according to the current applicable fee set forth in the City of Santa Clara Municipal Fee Schedule and in the timelines in Exhibit C for the Available Capacity excluding the Original Capacity.
2. Customer shall design, procure, and construct all facilities required on the Customer side of the Utility Connection Point. This includes the expansion of its 12kV switchgear and bus to the agreed upon Utility Connection Point within the Expanded Substation Facilities.
3. At its sole cost and expense, Customer shall procure the Third Transformer. Customer shall deliver the Third Transformer directly to SVP at a time and place specified by SVP in writing. Until City's delivery acceptance of Third Transformer, Intel shall be responsible for any and all Third Transformer storage costs and expenses. Title (legal and beneficial ownership) in the Third Transformer shall pass to SVP upon Successful Energization. Risk of loss to the Third Transformer will remain with Customer at all times until Successful Energization, at which time it will pass to SVP. Until Final Energization, Customer remains liable to pay and bears the risk, if the Third Transformer is lost, damaged, or destroyed, except in the event of SVP's sole negligence or willful misconduct.
4. The following terms are also applicable:
 - a) The Expanded Substation Facilities shall be for the exclusive use of Customer for their load at the Premises".
 - b) SVP and Customer will execute one or more easement agreements providing easements on the Premises, as may be required by SVP, to access, construct, install, operate, and maintain any necessary facilities associated with the Substation Facilities and Transmission Facilities. Customer shall be responsible for all costs associated with the acquisition and recording of any easements necessary for the Expanded Substation Facilities and Transmission Facilities.
 - c) Customer shall provide all documentation such as a bill of sale and copies of manufacturer or extended warranties to the City in a form acceptable to City for any equipment purchased by Customer for the Expanded Substation Facilities. In connection therewith, Customer shall assign any associated warranties to

the City as the City may require.

- d) Customer-owned control, communication, and protection wiring from the Customer's equipment to the communication interconnection points identified during the design process and recorded on post construction records, and related equipment will be owned and maintained by Customer. Customer shall clearly label and identify all control and protection wiring as required by SVP to avoid (1) confusion during troubleshooting, maintenance, or repair of City-owned equipment, and (2) misoperation of any SVP equipment.
- e) Customer shall pay to the City the estimated and actual costs of construction of the Expanded Substation Facilities and associated Transmission Facilities in accordance with the Payment Milestone Schedule set forth in Exhibit C. Payments to City shall be due within thirty (30) days of the date of invoice from City. Invoices from City shall describe the basis of estimated or actual costs to Customer.

- 5. Upon Successful Energization, the Customer's electric load at the Premises shall not exceed the Available Capacity.

F. ONGOING OPERATIONS:

- 1. The Parties agree that the SVP will provide Electric Service, including the Available Capacity, pursuant to the Rules and Regulations, applicable Silicon Valley Power Rate Schedules, and current Load Development Fees (as these may be periodically amended). The Parties also agree that the capacity from Expanded Substation Facilities will be subject to the completion of any System Capacity Improvement Facilities necessary to serve the load at the time the load capacity increase is initiated. Nothing in this Agreement shall preclude or limit Customer's ability to incorporate on-site generation at the Premises; provided, Customer complies with applicable law, including, without limitation, the Rules and Regulations.
- 2. Customer shall strictly operate within the Available Capacity for each Load Phase in Exhibit D. In the event that Available Capacity for a Load Phase is exceeded, the Customer shall pay any penalties, damages, or any other cost associated with Customer's load exceeding Available Capacity. Such costs include, but are not limited to, (1) costs of the de-energization of SVP electric system for asset inspection; and (2) any penalties assessed to SVP by CAISO relating to resource adequacy forecasted capacity based on the Customer's excess load above Available Capacity for that Load Phase identified in Exhibit D. In addition to the foregoing or such other action authorized in this Agreement, the City may, in its sole discretion, immediately terminate Electric Service to the Premises until the issues are resolved to City's satisfaction.
- 3. Customer shall notify City in writing prior to any proposed changes to Substation Facilities that may impact the BES, including, but not limited to the following, (i) changes to relay settings or station

equipment additions, such as breakers, current transformers, potential transformers, or relays, (ii) closing of low-side tie breakers, and (iii) transfer of load from one side to another. In the event Customer fails to notify City as required herein, City, at City's sole discretion, may immediately terminate Electric Service to the Premises until the issues are resolved to City's satisfaction.

4. Customer shall coordinate such changes with the City through Customer's assigned utility Key Customer Representative. City, at City's sole discretion, may reject such proposed changes but approval will not be unreasonably withheld.
5. Customer has an existing fuel cell system that operates 24/7 in parallel within the Premises for power supply purposes. The Customer shall operate and maintain non-export relays to ensure there are no electric power exports to the Substation Facilities or to SVP's electric grid. Customer shall coordinate any proposed changes to the Customer's fuel cell system with the City and through SVP's interconnection process.
6. The Expanded Substation Facilities will operate in parallel with the Existing Substation Facilities during planned events that are coordinated between the Parties. Customer shall ensure that the Substation Facilities have closed transition (make-before-break) procedures incorporated into the existing closed transition operating procedures for Juliette Substation.

V. LOAD FORECAST AND LOAD DEVELOPMENT FEE PAYMENT SCHEDULE

- A. Upon the Successful Energization of the Expanded Substation Facilities, City will allocate Available Capacity based on Exhibit D as it may be amended pursuant to this Section.
- B. City will invoice Load Development Fees in accordance with Exhibit C. These Load Development Fees are in addition to those Load Development Fees paid and referenced in Section III.A of this Agreement.
- C. SVP may request, and the Customer shall provide, a 10-Year load forecast by month within thirty (30) days of SVP's request in a form required by SVP. SVP may make such request up to twice per year. This forecast will be used to determine applicable capacity available for use and incorporated into SVP's TPP with CAISO. This 10-Year load forecast (which may also be referred to as load ramp schedule) is for transmission planning purposes only and does not amend Exhibit D. Exhibit D may only be modified by amendment to this Agreement or pursuant to subsection E of this Section VI.
- D. SVP will evaluate Customer's load forecast and determine applicable capacity available for use and incorporated into SVP's TPP with CAISO. SVP may adjust load forecast to meet SVP's system capacity requirements.
- E. Capacity Reduction:
 1. SVP will monitor Peak Demand at the end of each Load Phase and

annually after the final Load Phase depicted in Exhibit D.

2. No earlier than August 31, 2029, City, in its sole discretion, may reduce the Available Capacity based on Peak Demand during the last completed Load Phase or applicable annual period thereafter ("Reduced Available Capacity").
3. SVP shall calculate average Peak Demand as the highest demand average over three (3) consecutive monthly billing periods for each year during that Load Phase or one year period after the final Load Phase ("Average Peak Demand") and as adjusted for (i) Force Majeure issues; and (ii) with one (1) month advance written notice to SVP, and not to exceed ninety (90) days, any off-line or reduced usage periods relating to Customer's restructuring or reconfiguration of onsite business operations (including infrastructure renovations) that temporarily affect electrical usage at the Premises.
4. Only in the event that the Available Capacity in a Load Phase is 15% or greater than the Average Peak Demand, SVP may take action to reduce Available Capacity and unilaterally amend Exhibit D to an amount that equates to the Reduced Available Capacity ("Capacity Reduction"). All Capacity Reduction Notices must comply with the following terms:
 - a) If Customer has any objections to SVP's calculation, Customer shall notify SVP within fifteen (15) days after receiving the Average Peak Demand.
 - b) If Customer notifies SVP of an objection, the Parties agree to work in good faith to resolve any discrepancies in the calculation.
 - c) SVP shall not implement a Capacity Reduction until at least thirty (30) days after providing Customer with SVP's calculation of Average Peak Demand.
 - d) Any Capacity Reduction Notice will include a proposed updated Exhibit D and, through that notice and once implemented, Exhibit D will be effectively amended and incorporated into the Agreement.
 - e) If Exhibit D is so amended, Customer will update any previously provided or future load forecast accordingly, subject to review and approval by SVP.
5. SVP shall notify the Customer of any Capacity Reduction by means of a Capacity Reduction Notice in substantially the same format as Exhibit E – Sample Capacity Reduction Notice attached hereto and incorporated into this Agreement by reference ("Capacity Reduction Notice"). Such notice will include an updated Exhibit D and, through that notice, Exhibit D will be effectively amended and incorporated into the Agreement.
6. In the event that SVP issues a Capacity Reduction Notice which includes capacity for which Customer has paid Load Development Fees, SVP will refund the amounts Customer paid for the amount of

available capacity that has been reduced unless such capacity is included in a future Load Phase. Customer shall have no right to any interest accrued by the entire payment or any amount refunded. SVP shall remit payment to Customer under this subsection within thirty (30) days of sending a Capacity Reduction Notice or such additional time as SVP may reasonably require.

7. If the Available Capacity has been subject to a Capacity Reduction at any time during the term of the Agreement and, if the Customer's demand is expected to increase above the Reduced Available Capacity, then the Customer may request an amendment to the Agreement to amend Exhibit D. Customer shall provide any supporting information requested by SVP and, if acceptable to City, the Parties will execute an Amendment to the Agreement modifying Exhibit D.
- F. When evaluating Customer Peak Demand, SVP may evaluate any anomalies such as needle peaks that may artificially increase peak demand and, at SVP's sole discretion, such anomalies may be excluded from the calculation of Average Peak Demand.
- G. Customer shall provide at least 14-day advance notice of any maintenance or commissioning activities.

VI. NON-INTERFERENCE

Neither Party nor any of its agents or contractors shall perform any work relating to the Substation Facilities, the Transmission Facilities, or the Premises in a manner which unreasonably interferes with the other Party's work or property. Customer and each of its respective agents and contractors shall use their best efforts to minimize disruption to the City. Without limiting the generality of the foregoing, each party shall consult in good faith with the other regarding the manner in which work will be performed.

VII. FORCE MAJEURE

- A. Notwithstanding anything to the contrary in this Agreement, neither Party shall be considered to be in default in performance of any of its obligations under this Agreement when a failure of performance is due to a Force Majeure event.
- B. For the purpose of this Agreement, "Force Majeure" is defined as any cause beyond the reasonable control of the Party affected, including failure or threat of failure of facilities, Acts of God, flood, drought, earthquake, storm, tornado, fire, explosion, lightning, epidemic, public emergency, war, riot, civil disobedience, labor strike, labor dispute, labor or materials shortage, sabotage, restraint by court order, restraint by public authority, any electric capacity constraints on City electric distribution and transmission system, any electric capacity constraints on CAISO transmission system, action or non-action by governmental authority, or action or non-action by CAISO or quasi-governmental authority, which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence has been unable to overcome. A "Force Majeure" event shall not include Customer's inability to pay any and all fees and costs associated with the Available Capacity.

- C. The Party claiming that a Force Majeure event has occurred shall notify the other Party in writing within thirty (30) days from the date that such Party knew of the event or circumstance giving rise to the claim. Such notice shall fully describe the claimed Force Majeure event, and outline the affected Party's efforts to prevent, avoid, overcome, delay or mitigate such Force Majeure event and the impacts on its performance hereunder, as well as the anticipated duration of such delay. The affected Party shall keep the other Party informed, in writing, on a regular basis during the pendency of the Force Majeure event to any updated information regarding such anticipated duration.

VIII. ASSIGNMENT OF AGREEMENT/SUCCESSORS IN INTEREST

Customer and City bind themselves, their successors, and assigns, to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, by either Party without the prior written approval of the other Party. Any such assignment shall not relieve the assignor from any of its obligations under this Agreement.

IX. NO THIRD PARTY BENEFICIARY

Except permitted assignees subject to Section IX, this Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

X. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Customer agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with this Agreement. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

XI. AMENDMENTS

It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties and incorporated as an Amendment to this Agreement.

XII. SEVERABILITY CLAUSE

In case any one or more of the provisions contained herein shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, it shall not affect the validity of the other provisions which shall remain in full force and effect.

XIII. WAIVER

Waiver by either Party of any provision of this Agreement shall not be construed as waiver(s) of any other provision of this Agreement. This specifically includes active or passive waiver of actions after Available Capacity for a specific phase is exceeded.

XIV. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

Chief Electric Utility Officer
City of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050
And by e-mail at svpcontracts@santaclaraca.gov, and
manager@santaclaraca.gov

And to Customer addressed as follows:

Customer Name: Intel Corporation
Attention: Johnny Christo - Global Utilities and Infrastructure
2200 Mission College Blvd.
Santa Clara, CA, 95054
Email: johnny.n.christo@intel.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. Pacific Standard Time on a Friday shall be deemed to have been transmitted on the following business day.

XV. CAPTIONS

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

XVI. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

XVII. COMPLIANCE WITH LAWS

Customer shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Customer's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and

Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Customer has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

XVIII. DISPUTE RESOLUTION

- A. Unless otherwise mutually agreed to by the Parties, any controversies between the Parties regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement
- C. The costs of mediation shall be borne by the Parties equally.
- D. Mediation under this section is a condition precedent to filing an action in any court. In the event of litigation or mediation that arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, regardless of the outcome of the litigation.

XIX. OTHER AGREEMENTS

This Agreement shall not prevent either Party from entering into similar agreements with other entities or individuals.

XX. TERMINATION

- A. Termination for Cause
 - 1. For purposes of this Agreement, the term "default" shall mean the failure of any Party to perform any material obligation in the time and manner provided by this Agreement.
 - 2. Either Party may terminate this Agreement in the event of a default by the other Party by providing a written Notice of Termination to the defaulting Party. Such Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. Such Notice of Termination for cause shall include a statement by the terminating Party setting forth grounds for determination of default under the Agreement.
 - 3. Opportunity to Cure Default. Upon receipt of a Notice of Termination by a Party arising from its default under this Agreement, the defaulting Party shall have thirty (30) days from the receipt of such notice to cure the default by making such payment or performing the required obligation (or additional time, if any that is reasonably necessary to promptly and diligently cure the default). If the default is cured to the reasonable, mutual satisfaction of the Parties, the Agreement shall

remain in effect upon written acceptance of the cure by the Party who issued the Notice of Termination for cause.

B. Termination without Cause

At any time, Customer may elect to terminate construction of the Expanded Substation Facilities upon delivery of 180 days written notice thereof to the City. If Customer chooses to terminate construction of the Expanded Substation Facilities and Transmission Facilities, Customer will reimburse any and all City expenses, termination fees, and cancellation fees reasonably incurred by the City related to the Expanded Substation Facilities and Transmission Facilities prior to the expiration of such 180-day notice period. Customer shall not be entitled to a refund of any Load Development Fees.

XXI. COUNTERPARTS

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.

XXII. LIMITATION OF LIABILITY

- A. 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.
- B. The total aggregate liability of City and its City Council, commissions, officers, employees, volunteers and agents and their insurers, collectively, for all claims damages, losses, expenses, costs, and liabilities of any kind arising out of this Agreement, whether such arise from a breach of contract; warranty; tort, including negligence and strict liability; but excluding gross negligence and willful misconduct; shall be limited to One Dollar (\$1.00).

XXIII. INTEGRATED DOCUMENT - TOTALITY OF AGREEMENT

- A. This Agreement and its Exhibits embody the entire agreement between the Parties regarding the subject matter of this Agreement. In the event of a conflict between the terms of the Agreement and the Exhibits, the terms of the Agreement shall control. No other understanding, agreements, conversations, or otherwise, with any officer, agent, or employee of the City including any agreements establishing the Existing Capacity or Existing Substation Facilities shall affect or modify any of the terms in or obligations created by this Agreement.
- B. As of the Effective Date, this Agreement shall govern the Existing Substation Facilities and the provision of the Available Capacity (including, the Interim Total Available Capacity) to Customer for use at the Premises. In connection therewith, this Agreement hereby terminates and supersedes any written or oral agreement entered into between the Parties relating to the Existing Substation Facilities and Original Capacity and that these agreements shall have no further force or effect; therefore, no person, including Customer, may rely on any such agreements for any reason, including, but not limited to, supplementing or otherwise increasing the Available Capacity. Further, the parties hereby release each other from any further obligations under any

previous agreements or arrangements relating to the Existing Substation Facilities and Original Capacity. Notwithstanding anything to the contrary, this paragraph shall survive the termination of this Agreement.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

GLEN R. GOOGINS
City Attorney
City of Santa Clara

JOVAN D. GROGAN
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax (408) 241-6771

“CITY”

INTEL CORPORATION
a Delaware Corporation corporation

Dated: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of Business Address: 2200 Mission College Blvd.
Santa Clara, CA 95054

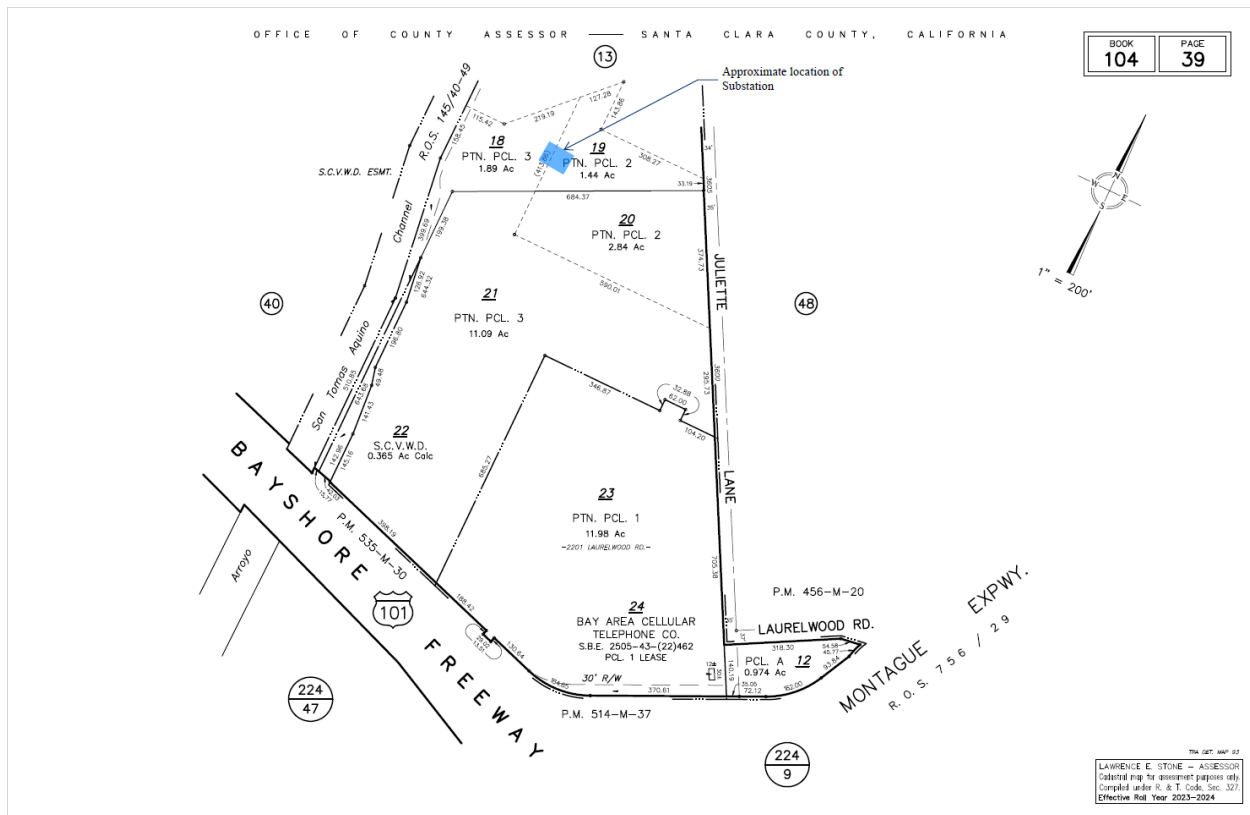
Email Address: Intel-legal-notices@intel.com

Telephone: () _____

“CUSTOMER”

EXHIBIT A

Parcel Map



Substation Plan

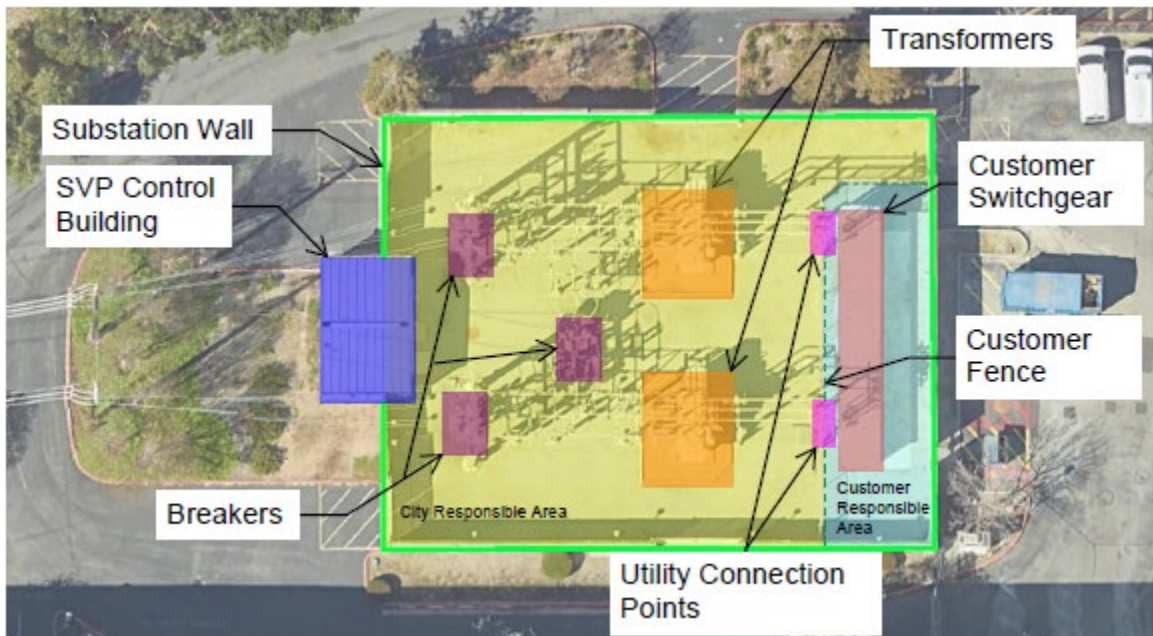


Figure 1 - Existing Facility

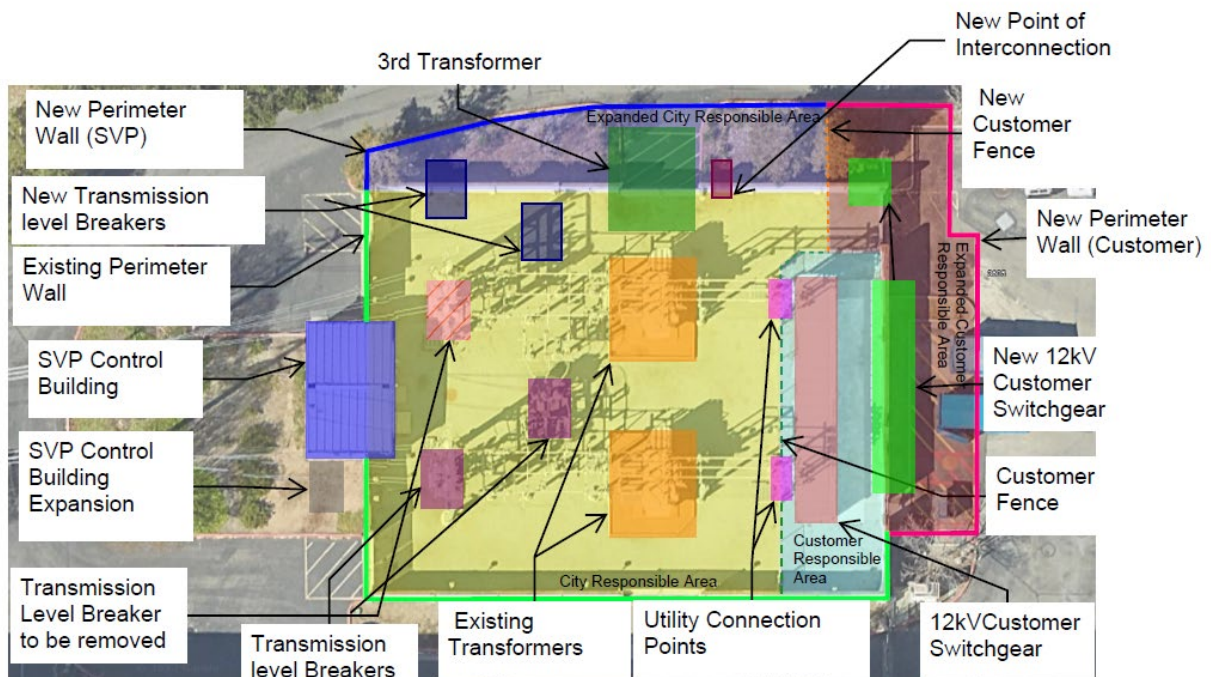


Figure 2- Existing Facility with Proposed Expansion Area Plans

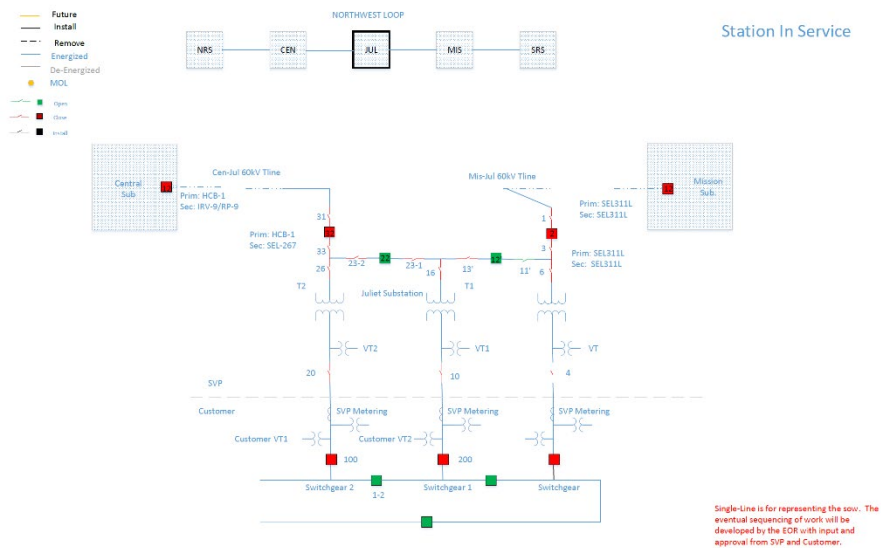


Figure 1 - Future Single-Line

EXHIBIT C
SUBSTATION EXPANSION SCHEDULE AND COSTS

I. PAYMENT RATES

- A. Customer shall pay the Load Development Fee according to the schedule in Table C1 based on the Load Development Fee at the time of payment in the City of Santa Clara Municipal Fee Schedule adopted by the City Council of the City of Santa Clara as amended from time to time.
- B. In addition to any costs paid directly to third parties by Customer for construction and other Customer responsibilities under this Agreement, Customer shall also be responsible for actual costs for upgrades to Existing Substation Facilities, Expanded Substation Facilities, and Transmission Facilities including, but not limited to actual City costs for any associated work, services, or materials.

II. PAYMENT SCHEDULE

- A. City will invoice Customer based on the milestone schedule on Table C1. Payment is due within 30 days of Invoice Date.
- B. **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.**

Table C1 - Payment Milestone Schedule

Payment Milestone (PM)	City Invoice Date	<u>Estimated</u> Amount of Invoice
PM 1	City will issue an invoice within 30 Days of the Effective Date of this Agreement. This Milestone Payment amount includes tasks in Table C2 included in PM1.	\$35,949
PM 2	City will issue an invoice 30 Days before first purchase order is issued to manufacturers for materials or equipment associated with this Agreement.	\$2,900,000
PM 3	City will issue an invoice 30 days before public works contract for construction of Expanded Substation Facilities is submitted to City Council for approval.	\$13,056,000
PM 4	After Successful Energization, City will invoice Customer for the difference between estimated costs billed in PM 1, PM 2, and PM 3 and actual costs.	\$TBD
PM 5	City will invoice Customer for 11 MVA of Load Development Fees based on the schedule in Exhibit D	\$6,941,990
PM 6	City will invoice Customer for 6 MVA of Load Development Fees based on the schedule in Exhibit D.	\$3,786,540

III. SUBSTATION EXPANSION SCHEDULE & ESTIMATED COSTS

Table C2 sets forth (1) the design and construction activities associated with the Expanded Substation Facilities and Transmission Facilities; and (2) associated

schedule and payment estimates. Tasks and activities in this schedule may overlap and Estimated Duration is a best case scenario estimate.

Table C2 – Expanded Substation Facilities and Transmission Line Design and Construction Elements

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.

Task / Activity	Estimated Duration	Estimated Amount to be paid to SVP	Payment Milestone	Comments
1. Expanded Substation Facilities design 2. Transmission Facilities design 3. Preparation of Procurement Drawings 4. Preparation of Public Works Construction Specification Documents	11 months	\$35,949	PM 1	Estimated Cost \$4,200,000. Customer has paid a deposit of \$5,533,051 pursuant to Deposit Agreement executed March 30, 2023 and amended on April 8, 2024. Of that deposit. \$4,164,051 has been applied to this task / activity for the design cost, \$1,369,000 has been applied to Task/Activity 8 in this Table.
5. Procurement of materials and equipment associated with the Expanded Substation Facilities, except for those items to be procured by Customer	25 Months	\$2,900,000	PM 2	
6. Expanded Substation Facilities Construction	9 months	\$8,000,000	PM 3	
7. Commissioning and Testing of Expanded Substation Facilities	4 months	\$600,000	PM 3	Begins after construction of Expanded Substation Facilities is complete.

Task / Activity	Estimated Duration	Estimated Amount to be paid to SVP	Payment Milestone	Comments
<p>8. Miscellaneous costs may include, but are not limited to:</p> <ul style="list-style-type: none"> • Encroachment permits from City of Santa Clara, Santa Clara County, and Santa Clara Valley Water District; • Utility relocation work; • Soil remediation or disposal of hazardous materials not previously identified; • Stormwater Pollution Prevention Plan (SWPPP) permit fees, • in lieu transfer to City of Santa Clara General Fund • Includes City staff time such as SVP engineering time as well as travel expenses to perform factory acceptance testing, oversee any testing for any equipment purchased by Customer to be turned over for SVP's ownership, perform or supervise performance of all punch list items necessary to fully integrate the Substation Facilities into SVP's network. • In lieu transfer to City of Santa Clara general fund 		\$4,456,000	PM 3	Estimated Cost \$4,800,000 Customer has paid a deposit of \$5,533,051 pursuant to Deposit Agreement executed March 30, 2023 and amended on April 8, 2024. Of that deposit. \$4,164,051 has been applied to Task / Activity 1 in this Table for the design cost, \$1,369,000 has been applied to this Task/Activity.
City will invoice Customer (and Customer shall pay) the difference between estimated and actual costs			PM 4	
TOTAL ESTIMATED DURATION AND COSTS	35 MONTHS	\$15,991,949		Estimated duration includes net duration with schedule overlaps included. Schedule assumes best case scenario (Transmission Facilities Interconnection Process) and no delays due to Force Majeure or other causes.

IV. ESTIMATED TOTAL COSTS TO BE PAID TO SVP FOR SUBSTATION EXPANSION

All costs are estimates based on current rates and fees at the time of execution of this Agreement. Actual costs will be based on rates at the time of activity and fees at the time of payment.

- A. Substation Transmission Line Design and Construction Costs: \$21,525,000 (\$5,533,051 paid by Deposit Agreement executed March 30, 2023 and amended on April 8, 2024. \$15,991,949 outstanding.)
- B. Load Development Fees: \$10,728,530
- C. Grand Total: \$32,253,530, excluding the cost of the Third Transformer

EXHIBIT D
AVAILABLE CAPACITY SCHEDULE

- I. Subject to the Force Majeure events, the completion of the System Capacity Improvement Facilities, and other provisions of this Agreement, SVP will make commercially reasonable efforts to provide Available Capacity for Customer's use based on the timeline shown in Table D1 ("Available Capacity Schedule").
- II. The start date of the Available Capacity Schedule is the August 1st following the Successful Energization of the Expanded Substation Facilities ("Load Phase Start Date"). Where load development fees are due pursuant to Table D1, City will invoice Customer for Load Development Fee Payment after July 1 of the applicable year.
- III. Customer shall pay amounts due including, but not limited to, Load Development Fees and charges included in Exhibit C before the Load Phase Start Date. The Load Phase (below) shall not commence and Customer shall have no right to the Available Capacity for the applicable Load Phase until Customer complies with the foregoing.
- IV. Table D1 – Available Capacity Schedule is subject to the provisions of Section V.F. (Capacity Reduction) of the Agreement and may be modified pursuant to that Section
- V. Estimated Amounts are based on fees at the time of invoice.

Table D1 –Available Capacity Schedule

Load Phase	Load Phase Start Date	Available Capacity
2024 ending Load Phase Start Date of Second Load Phase	Effective Date	62 MVA (This Available Capacity may be reduced in accordance with this Agreement).
2028 ending Load Phase Start Date of Third Load Phase	August 1, 2028	73 MVA (This Available Capacity may be reduced in accordance with this Agreement).
2029 onwards	August 1, 2029	79 MVA (This Available Capacity may be reduced in accordance with this Agreement).

EXHIBIT E
Sample Capacity Reduction Notice

This Capacity Reduction Notice is made pursuant to the [INSERT SUBSTATION NAME] Substation Agreement (the "Agreement"), between the City of Santa Clara, California, a chartered California municipal corporation ("City") and [INSERT NAME OF ENTITY], [INSERT TYPE OF ENTITY] ("Customer") dated _____, 20____. This Capacity Reduction Notice is governed by the provisions of the Agreement, and this Capacity Reduction Notice is incorporated into that Agreement.

Customer is hereby notified that the Available Capacity Schedule (Exhibit D – Available Capacity Schedule) of the Agreement has been modified according to the below calculations:

Capacity Reduction Calculation pursuant to Available Capacity Schedule _____ :
[INSERT SUBJECT PHASE]

Available Capacity for year: _____ has been modified based on the following calculation:

1. Peak Demand for [INSERT FIRST CONSECUTIVE MONTH], 20____ during evaluation period [INSERT PHASE OR YEAR STATED IN STEP 1]: _____ MVA
2. Peak Demand for [INSERT SECOND CONSECUTIVE MONTH], 20____ during evaluation period [INSERT PHASE OR YEAR STATED IN STEP 1]: _____ : _____ MVA
3. Peak Demand for [INSERT THIRD CONSECUTIVE MONTH], 20____ during evaluation period [INSERT PHASE OR YEAR STATED IN STEP 1]: _____ : _____ MVA
4. Average Peak Demand of three consecutive monthly billing periods: [INSERT AVERAGE OF STEPS 1, 2, AND 3] MVA
5. If Available Capacity is 15% or greater than Average Peak Demand : [INSERT MVA FROM STEP 5 MULTIPLIED BY 1.15] MVA

Based on the above reduction calculation, Table D1- Available Capacity Schedule in Exhibit D of the Agreement has been modified. Subject to the Section V.E of the Agreement, the Capacity Reduction Notice is effective 30 days from the date signed by the SVP official below.

The new Available Capacity for each Load Phase of Agreement is as shown on Exhibit D – AVAILABLE CAPACITY SCHEDULE – AMENDED [ENTER DATE OF NOTICE + 30 Days] attached and incorporated into the Agreement by reference. Such Exhibit D shall supersede any previous Exhibit D whether those Exhibits were modified by amendment to the Agreement or by Capacity Reduction Notice.

By:

Title: Name, Chief Electric Utility Officer

Signature: _____

Date: _____