

**AMENDMENT NO. 1
ELECTRIC SERVICE AND SUBSTATION CONSTRUCTION AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
VANTAGE DATA CENTERS, LLC**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Vantage Data Centers, LLC, a Delaware limited liability company, with its principal place of business located at 2565 Walsh Ave., Santa Clara, CA 95051 ("Customer" or "Vantage"). City and Customer may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Electric Service and Substation Construction Agreement by and Between the City of Santa Clara, California and Vantage Data Centers, LLC" dated September 7, 2017 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of documenting the construction and electric service of a substation dedicated to the Customer, and the Parties now wish to amend the Original Agreement to increase the available capacity at the Customer's substation from 27 MVA to 33 MVA.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That paragraph number 2 of Section 1 of the Original Agreement, entitled "Electric Service" is hereby amended to read as follows:

SVP is immediately able to provide 33 MVA capacity to the locations set forth above, hereby referred to as the "Project," upon completion of an onsite substation (the "Substation") by Vantage at the cost of \$200.00 per KVA of purchased capacity. SVP has also agreed to provide an additional 67 MVA capacity for a total of 100 MVA upon completion of the restructuring of the existing electrical loop (the "Southern Loop") as intended in SVP's Will Serve letter, dated November 3, 2016, attached and incorporated for reference as Exhibit B. SVP is actively pursuing increased capacity and

project completion is expected to be in the year 2020. Once the Southern Loop is restructured, SVP has the ability to provide up to 100 MVA of capacity in total to Customer, up to 5 years after the date of completion of the Southern Loop Expansion. The Parties agree that the additional capacity (up to 67 MVA) from the Substation will also be provided pursuant to the Rules and Regulations, applicable Silicon Valley Power Rate Schedules, current load development fees and subject to the completion of any system upgrades necessary to serve the additional load at the time the load capacity increase is initiated. The additional 67 MVA capacity shall be provided to Vantage at the cost of the load development fee applicable at that time.

2. AMENDMENT TERMS AND CONDITIONS

That paragraph number 1 of Section 2 of the Original Agreement, entitled "Substation Service" is hereby amended to read as follows:

The City will make commercially reasonable efforts to assist Vantage in their engineering, procurement, and construction efforts to provide the 33 MVA capacity of permanent Electric Service through the Substation subject to the completion of the construction of the Substation and any modifications of the 60 kV transmission lines (the "Transmission Lines") required to serve the additional load. The City will own and operate the modifications to the Transmission Lines necessary to serve the Station. Customer will be responsible for paying all costs associated with the following: the design, procurement, installation, construction, and testing of the modifications to the Transmission Lines, including the temporary 60 kV line(s) during the construction of the Substation; any system enhancements required to safely build out the Substation beyond the aforementioned actions; and as set forth in Section 5 of this Agreement.

3. AMENDMENT TERMS AND CONDITIONS

That paragraph number 5 of Section 8 of the Original Agreement, entitled "Payment" is hereby amended to read as follows:

In addition to the actual costs associated with construction of the Substation and Transmission Lines, Vantage will be responsible for a portion of the costs associated with the reconductoring and reconfiguring the Southern Loop in order to accommodate the load requested by Vantage. The cost for such capacity shall be at the rates set forth in Section 1 herein. Before loading the Substation, Vantage will provide a request (or up to three requests) not to exceed the 33 MVA of capacity initially available after completion of the Substation. Once the request(s)

has been received in writing, the City will issue an invoice for the requested capacity. The cost for such capacity shall be at the rates set forth in Section 1 herein. Once paid in full, the capacity will be made available to Vantage. All additional load development fees are payable by Vantage at the time the load comes online.

4. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No.1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

5. 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.

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 OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Approved as to Form:

Dated: _____

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"CITY"

VANTAGE DATA CENTERS, LLC
a Delaware Limited Liability Company

Dated: 4/11/19
By (Signature): 
Name: SHARIF METWALLI
Title: Chief Financial Officer
Principal Place
of Business 2820 Northwestern Parkway Santa Clara,
Address: CA 95051
Email Address: SMetwalli@vantagedatacenters.com
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"CUSTOMER"