

**SUBSTATION SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
MECP1 SANTA CLARA 1, LLC**

PREAMBLE

This Substation Service Agreement ("Agreement"), regarding substation construction, is by and between the City of Santa Clara, California, a chartered California municipal corporation, with its principal place of business located at 1500 Warburton Avenue, Santa Clara, CA 95050 ("City") and MECP1 SANTA CLARA 1, LLC a Delaware limited liability company, with its principal place of business located at 1415 Larimer Street, Suite 200, Denver, CO 80202 ("Customer"), The 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 City of Santa Clara owns and operates an electric utility, doing business as Silicon Valley Power ("SVP"), and currently provides electric service to Customer at 2201 Laurelwood Road in the City of Santa Clara, California ("Premises"), which is shown on Exhibit A attached hereto and incorporated herein, pursuant to standard electric rate schedules authorized by the City Council of the City of Santa Clara;
- B. The existing SVP electric service to the Premises has 9 MVA of paid capacity served from two (2) 12kV services;
- C. In connection with construction and/or expansion by Customer of facilities at the Premises, Customer will require increased electric load capacity from City;
- D. Based on the anticipated increases in electric load capacity required by the construction and/or expansion of facilities at the Premises and consistent with the "Silicon Valley Power, City of Santa Clara, Rules and Regulations" (City Council Resolution 19-8701, as revised 5/7/19, hereinafter the "Rules and Regulations"), a new single customer electrical substation ("Station") is required;
- E. The Customer agrees to take electric service from SVP at 60kV consistent with the Rules and Regulations. Customer will procure and construct necessary Station facilities pursuant to the terms and conditions of this Agreement;
- F. The Customer and the City desire that Customer obtain all land use entitlements, and provide any property rights, including easements, to the City, necessary to own, operate, and maintain the Station;
- G. The City will make commercially reasonable efforts to provide 99MVA of permanent electric service at 60kV through the Station subject to the completion of the construction of the Station, the 60kV Transmission Lines (Transmission Lines) required to serve the Premises; and any upgrades necessary to SVP's existing Northwest Loop to which the Transmission Lines will interconnect.

The City and Customer agree as follows:

1. STATION CONSTRUCTION & ELECTRIC SERVICE

- A. Station. The Customer shall construct a single customer 60kV Station dedicated to the Premises as shown in Exhibit B (Site Plan) to provide 60kV service to the Premises. Customer shall design, procure, and construct the Station at its own financial risk. The Station shall be for exclusive use on the Premises by the Customer, its affiliates, successors and assigns. SVP shall own, operate and maintain the Station and all equipment therein, as shown in Exhibit C ("Station Plan"). The identified Customer building to be served by the Station will be constructed on parcel 104-39-23, as shown on Exhibit A.
- B. Station Construction. Customer shall construct the Station and provide any and all necessary structures and/or equipment per SVP's standards and requirements to construct the Station, as shown in the Station Plan, attached and incorporated for reference as Exhibit C. This includes a perimeter wall, which shall create a physical boundary around the Station and which is for ensuring the Station's security ("Station Perimeter Wall"). SVP shall own, operate and maintain the Station and all equipment therein, as shown in Exhibit C. The Station Perimeter Wall shall be for the exclusive use of SVP. Only SVP approved signage is permitted on the Station Perimeter Wall.

The Station shall be substantially complete before SVP begins testing and commissioning activities. For purposes of this Agreement, "substantially complete" means that Station construction is done and no Customer contractors remain working within the Station's Perimeter Wall. SVP is not obligated to compress its testing and commissioning schedule to meet Customer's anticipated service date.

- C. Station Capacity. SVP will make commercially reasonable efforts to provide 99MVA capacity of permanent electric service ("Station Capacity"), at 60kV, through the Station, subject to the completion of the construction of the Station and the Transmission Lines required to serve the requested load on the Premises.
- D. Station Control Building. The Customer shall construct the Station's control building to comply with SVP's design specifications and requirements. Any changes or substitutions to SVP's design package for the control building must have SVP approval prior to implementation, which approval shall not be unreasonably delayed or withheld. Customer will procure the control building for delivery and installation to the switchyard on the Premises. Customer will procure the control building for delivery and installation to the switchyard on the Premises. The Customer will procure and install, at full cost to the Customer, the control building on a building foundation, within the Station. SVP shall oversee factory

acceptance testing of the control building and inspect the control building prior to shipment of the building to the Premises. All deficiencies identified by SVP during the factory inspection visits shall be corrected prior to shipment of the control building to the Premises. SVP shall own, operate and maintain the Station Control Building and all equipment therein, as shown in Exhibit C.

Switchyard. The Customer shall construct the 60kV switchyard, in compliance with SVP's design specifications and requirements. SVP shall own, operate and maintain the Switchyard and all equipment therein, as shown in Exhibit C.

- E. Transmission Lines. SVP shall design, procure, construct, own and operate the Transmission Lines which will interconnect the Station to SVP's 60kV transmission lines between SVP's Juliette and Central Substations necessary to serve the Station. Customer shall be responsible for any Transmission Line modification and its pro rata share of any Northwest Loop Upgrades necessary to serve the 99MVA total load of the Customer under this Agreement.
- F. Customer Payment Obligations. The Customer shall be responsible for any and all costs relating to the Station's construction, and for the necessary structures and/or equipment required by SVP to provide electric service to the Premises.

The Customer will be responsible for securing and paying for all costs relating to the design, procurement, installation, construction, fabrication, inspection and testing of the Station according to SVP specifications including equipment and necessary programming owned by SVP, whether incurred directly by Customer or incurred by the City.

The Customer will be responsible for paying all third-party costs associated with the following: the design, procurement, installation, construction, and testing of the modifications to the Transmission Lines..., including any temporary Transmission Lines required during the construction of the Station; any Northwest Loop Upgrades required to safely build out the Station beyond the aforementioned actions; and as set forth in Section 5 of this Agreement.

In accordance with the Rules and Regulations, Customer shall only be required to pay its pro rata share for construction or modification of any Northwest Loop Upgrades.

The Customer shall pay a load development fee based upon 90MVA of new capacity: the 99MVA total capacity required for the Premises minus the 9MVA of existing capacity described in Recital B above. The load development fee for the new capacity of 90MVA shall be at the rates set forth in the Municipal Fee Schedule in effect at the time of the capacity request. Once paid in full, the capacity will be made available to Customer, its affiliates, successors, and assigns.

Payments shall be made in accordance with Section 7 of this Agreement.

- G. Utilities Relocation. The Customer shall be responsible for the design, construction, and all costs related to the relocation of any existing utilities on the Premises and Transmission Lines.
- H. Project Schedules. The Parties agree to coordinate the design and construction of the Station and Transmission Lines in accordance with the Project Schedule and Costs attached hereto as Exhibit D, to ensure timely completion. Updating the Project Schedule to reflect actual progress shall not be considered revisions to the Project Schedule. Since scheduling is a dynamic process, however, revisions to activity durations and sequences are expected on a monthly basis. In no way will City be held responsible or subject to any penalty if the Project Schedule is not complete by Customer's anticipated or proposed energization date.
- I. Station Removal. Should Customer and its affiliates, successors and assigns at the Premises decline to accept service at the 60kV level, then Customer shall (1) ensure the disconnection of the Station from the Customer's facilities and (2) remove the Customer owned and operated equipment, structures after SVP has de-energized the Station. Customer shall pay all costs necessary to remove the Station and Transmission Lines from the SVP system.

2. INTERIM SERVICE

Customer may utilize up to 9MVA of existing interim capacity for use on the Premises from two (2) existing 12kV feeders at 2201 Laurelwood Rd. (Interim Service) based on Customer's initial power requirements for commissioning and testing prior to the Station being completed and coming online. If Customer requires greater than 9MVA of interim capacity, specifically for testing purposes, Customer shall coordinate with SVP on load ramp and testing schedule. The Interim Service will be removed within thirty (30) days of energization of Station, unless otherwise extended by written agreement of the Parties. Customer shall be responsible for SVP'S actual costs to remove the Interim Service.

3. LAND AND ACCESS RIGHTS

Customer will dedicate on-site land rights to the City for the operation and maintenance of the Station and Transmission Lines. These land rights will be in a form acceptable to the City and Customer, be provided at no cost to the City, and take the form of either a fee title or easement.

SVP's access rights include the rights of access to the Station and Transmission Lines via the Station's security gates, at all times, as shown in Exhibit B. SVP will endeavor to provide at least 24 hours' notice to Customer of planned access, except where access is required immediately for emergencies or unplanned maintenance to ensure reliability of the SVP system.

4. TRANSMISSION LINES

- A. City Responsibilities. City shall be responsible for the design and construction of the Transmission Lines in accordance with the SVP's design and procurement standards. SVP shall obtain all necessary permits for the Transmission Lines. SVP has final approval on the design of all Transmission Lines necessary to serve the Station.
- B. Customer Responsibilities. Customer shall be responsible for paying actual costs incurred by City related to all costs for permitting, and testing of the Transmission Lines, including modifications and additions to existing SVP facilities required to interconnect the Transmission Lines, whether incurred directly by Customer or incurred by the City. If SVP is unable to meet the Project Schedule set forth in Exhibit D, Customer may at its election use its own contractor to perform the work set forth in the Project Schedule in accordance with SVP standards and acceptance inspection review. Under this circumstance, any cost already incurred (be it for partial or fully completed work) by City shall be paid in full by the Customer prior to Customer's contractor commencing. SVP reserves the right to reject the work if it does not meet SVP design specifications and requirements.

5. OPERATION AND MAINTENANCE

- A. Station. SVP shall own, operate and maintain the Station and all equipment therein.
- B. Circuit Breakers. Customer shall design and construct, and SVP will own, operate and maintain the 60kV bus, breakers, and related structures up to a set of manually operable disconnect switches feeding the Customer's circuit breakers. SVP will own, operate and maintain the separate control building, within the Station, for local monitoring, operation, and control of the 60kV facilities. Customer shall follow maintenance procedures, testing, and schedule for the Premise's breakers, per industry standards. SVP shall coordinate operation and testing of the Premise's breakers with the operation of SVP's protection systems.

- C. Control, Communication, and Protection Wiring: Control, communication, and protection wiring from the Customer's switchgear to the SVP control building, and related equipment, will be owned and maintained by SVP. All control and protection wiring must be clearly identified by Customer per SVP direction to avoid confusion when troubleshooting, maintaining, or repairing the Customer's breakers to avoid possible misoperation of any SVP equipment.

6. ONSITE BACKUP GENERATION

Customer will have onsite backup generation to serve the Premises that will not be connected to or physically capable of exporting power to the SVP system. Notwithstanding this inability to export power from Customer's backup generation, Customer shall enter into an Interconnection Agreement with the City, and shall comply with the requirements of the Rules and Regulations for the interconnection of the backup generation facilities as set forth in the Interconnection Agreement.

7. PAYMENT

City shall invoice Customer, and Customer shall pay City, for engineering time and other related costs associated with the construction of the Station, Transmission Lines, and any required Northwest Loop Upgrades, as set forth in Exhibit D. These costs include any reasonable travel expenses incurred by the City to perform factory inspections and oversee testing for any equipment purchased by Customer to be turned over for SVP's ownership.

Customer shall pay the City the estimated and actual costs per the Project Schedule and Cost set forth in Exhibit D. Invoiced costs by the City shall be due within thirty (30) days of receipt of invoice.

8. HOLD HARMLESS/INDEMNIFICATION

- A. 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 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 – including claims of any kind by Customer's employees or persons contracting with Customer to perform any portion of this Agreement – and shall expressly include passive or active negligence by City 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.

- B. Customer's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Customer, against City (either alone, or jointly with Customer), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. This Section 7 shall survive termination or expiration of this Agreement.

9. FORCE MAJEURE

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 an Uncontrollable Force. The term "Uncontrollable Force" as used in this Agreement, shall mean any cause beyond the reasonable control of the Party affected, and which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it has been unable to overcome or obtain or cause to be obtained a commercially reasonable substitute therefore. Such Uncontrollable Force includes the failure or threat of failure of facilities, Act 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 (however labor or materials shortage does not include the mere inability to obtain that labor or material at a particular price), sabotage, restraint by court order, restraint by public authority, or action or non-action by governmental authority or accident.

No Party shall, however, be relieved of liability for failure of performance if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to take reasonable efforts to remove or remedy within a reasonable time, or due to mere fluctuations in market prices, or due to unreasonable delay by the Party claiming or seeking to claim relief from liability. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it may be involved. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of an Uncontrollable Force shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

10. ASSIGNMENT AND SUBCONTRACTING

Customer and City each bind itself, its successors, and assigns, to all of its respective 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, which approval shall not be unreasonably withheld, conditioned or delayed; any such assignment shall not relieve the assignor from any of its obligations under this Agreement. Notwithstanding the foregoing, and without any prior consent of City, Customer shall have the right to assign this Agreement to an affiliate or successor of Customer.

Customer shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Customer is for the acts and omissions of persons directly employed by it.

11. NO THIRD PARTY BENEFICIARY

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.

12. AMENDMENTS

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.

13. INTEGRATED DOCUMENT - TOTALITY OF AGREEMENT

This Agreement embodies the entire agreement between the Parties regarding the subject matter of this Agreement. No other understanding, agreements, conversations, or otherwise, with any officer, agent, or employee of City shall affect or modify any of the terms in or obligations created by this Agreement.

14. 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.

15. 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.

16. NOTICES

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

City of Santa Clara dba Silicon Valley Power
Attn.: Chief Electric Utility Officer
1500 Warburton Avenue
Santa Clara, CA 95050
And by e-mail at svpcontracts@santaclaraca.gov, and
manager@santaclaraca.gov

And to Customer addressed as follows:

MECP1 SANTA CLARA 1, LLC
1415 Larimer Street, Suite 200,
Denver, CO 80202
Attention: General Counsel
Email: _____

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

17. 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.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor'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 Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE

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. 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.

B. 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.

C. TERMINATION WITHOUT CAUSE

Notwithstanding anything to the contrary herein, Customer may terminate this Agreement prior to the date the transfer of land rights pursuant to Section 3 of this Agreement whether or not a default under this Agreement exists by providing Notice of Termination to City; provided, that, Customer will reimburse City for all costs incurred or committed to be incurred by City in connection with development of Customer's pro rata share of the Substation Facilities capacity up to the date of Customer's Notice of Termination. City must deliver to Customer invoices and other evidence reasonably satisfactory to Customer evidencing payment and/or incurring of such costs within sixty (60) days of receipt of Notice of Termination. Such Notice of Termination shall become effective no less than thirty (30) calendar days after City receives such notice and Customer may revoke such Notice of Termination at any time.

20. 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 Agreement 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 Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

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

"CITY"

MECP1 SANTA CLARA 1, LLC

a Limited Liability Company

Dated: _____

By (Signature): _____

Name: TOM RAY

Title: Chief Executive Officer

Principal Place of Business Address: 1415 Larimer Street, Suite 200
Denver, CO 80202

Telephone: (704) 491-1644

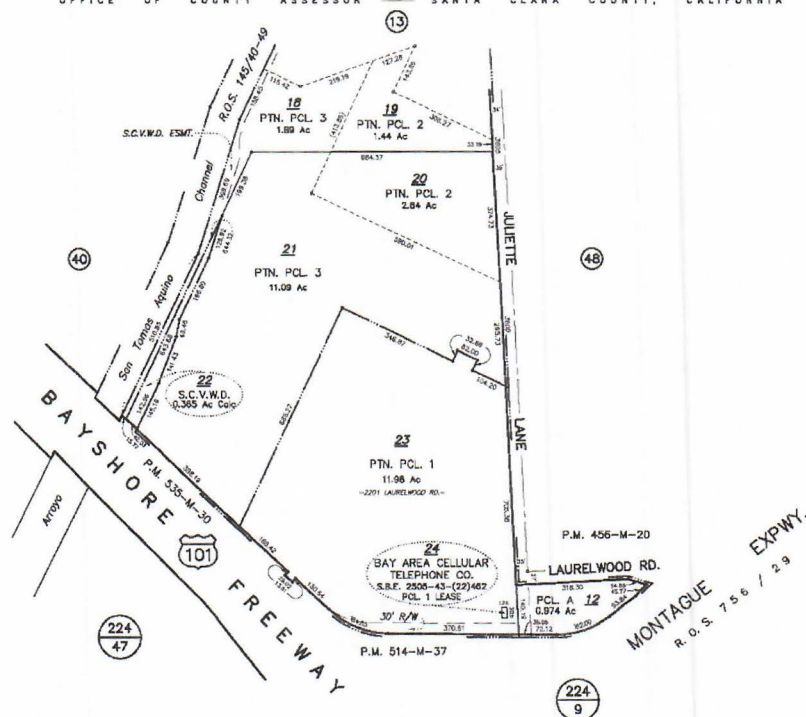
"CUSTOMER"

Parcel Map

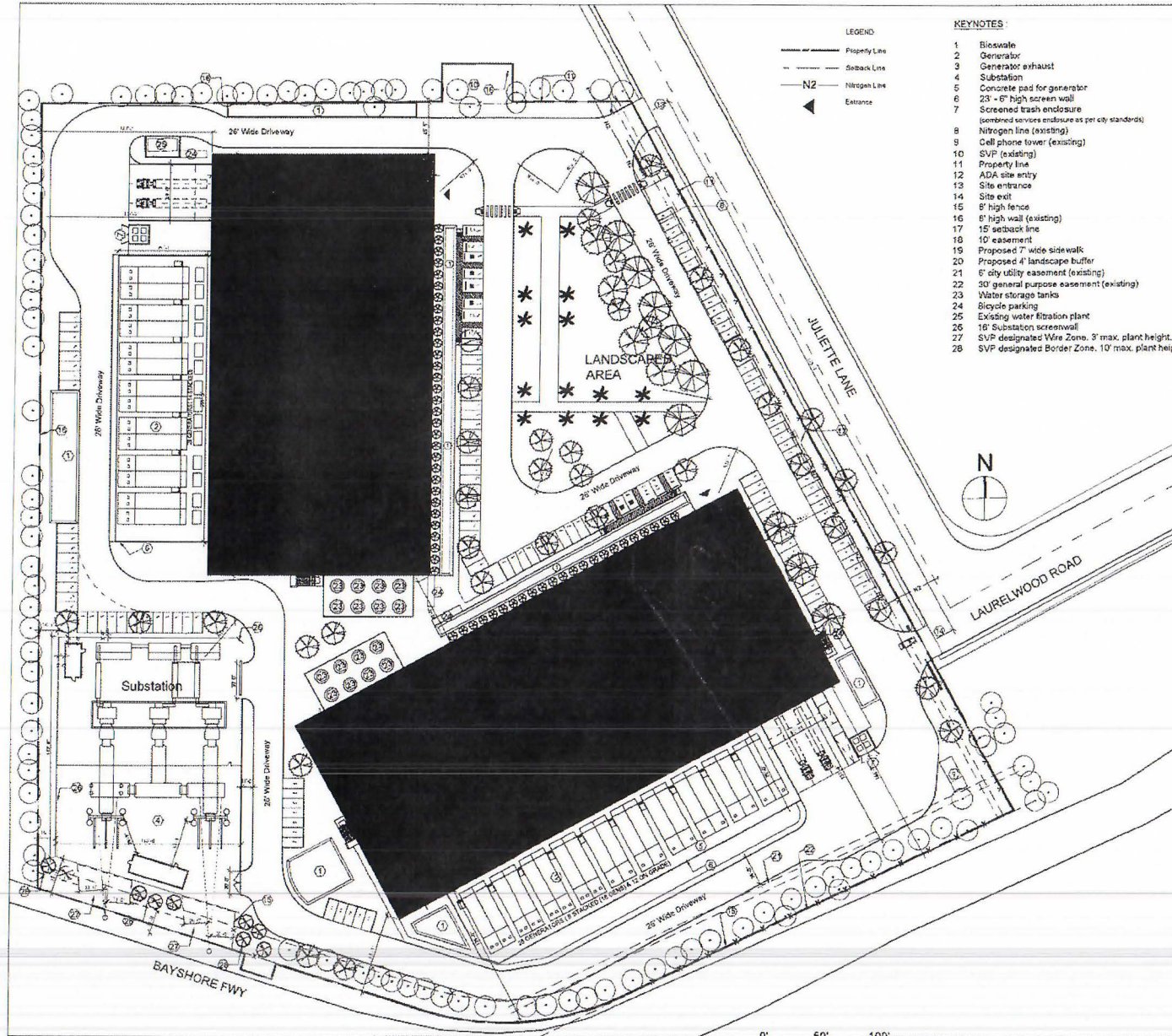
Parcel Map

OFFICE OF COUNTY ASSESSOR — SANTA CLARA COUNTY, CALIFORNIA

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LAWRENCE E. STONE - ASSESSOR
Cadastral map for assessment purposes only
Compiled under R. & T. Code, Sec. 32
Efficient Roll Year 2018-2019



LEGEND

- Property Line
- Setback Line
- N2 Nitrogen Line
- Entrance

KEYNOTES

- 1 Biscayne
- 2 Generator
- 3 Generator exhaust
- 4 Substation
- 5 Concrete pad for generator
- 6 23'-6" high screen wall
- 7 Screened trash enclosure (permitted services enclosure as per city standards)
- 8 Nitrogen line (existing)
- 9 Cell phone tower (existing)
- 10 SVP (existing)
- 11 Property line
- 12 ADA site entry
- 13 Site entrance
- 14 Site exit
- 15 8' high fence
- 16 8' high wall (existing)
- 17 15' setback line
- 18 10' easement
- 19 Proposed 7' wide sidewalk
- 20 Proposed 4' landscape buffer
- 21 5' city utility easement (existing)
- 22 30' general purpose easement (existing)
- 23 Water storage tanks
- 24 Bicycle parking
- 25 Existing water filtration plant
- 26 18' Substation screenwall
- 27 SVP designated Wire Zone, 3' max. plant height.
- 28 SVP designated Border Zone, 10' max. plant height.

PROJECT DESCRIPTION:

Proposed construction of two new data center facilities. Each Building consisting of entrance lobby, toilets, offices, security rooms, conference rooms, storage rooms, electrical rooms, bicycle storage and loading docks. Site development work includes screened generator yard, sub station, parking areas, landscaping and site drainage systems.

PROPOSED USE:

Data Center	536,904 SF
2 New Buildings	
Building 1	255,550 SF
Building 2	286,344 SF

BUILDING INFORMATION:

Occupancies:	B, S-1, S-2, H-2
Type of Construction:	1B
	Fully Sprinklered (CBC 602.2)

LOT COVERAGE:

	Lot Area	%
2201 Laurelwood Rd	521,798 SF	100%
Building Footprint	155,106 SF	30%
Substation	34,684 SF	7%
Landscape Area	131,217 SF	25%
Outdoor Equipment Area:	48,800 SF	9%

FAR CALCULATION:

Total Building SF:	536,904 SF
FAR	1.03

PARKING CALCULATION:

2201 LAURELWOOD ROAD
REQUIRED
2201 Laurelwood Rd: 536,904 SF total
536,904 SF Planned Industrial @ 1/4000 134 Spaces

Total Required:	134 Spaces
Total provided:	134 spaces

PARKING PROVIDED:

Standard Spaces:	120
ADA Parking Spaces:	7 (5 ADA+2 VAN)
EV Spaces:	7
Total Provided:	134 Spaces

Building 01

Total Bicycle Parking:	42
Bicycle Parking Class I:	31
Bicycle Parking Class II:	11

Building 02

Total Bicycle Parking:	48
Bicycle Parking Class I:	36
Bicycle Parking Class II:	12

NOTE: FAR DRAWING CLARITY: RESOLUTION PLAN MAY NOT REFLECT ALL
FIELD DATA AND TOPOGRAPHY. COORDINATE WORK WITH ALL THINGS
INDICATED ON PRELIMINARY DRAWINGS.

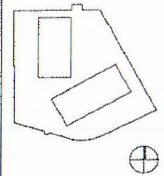


EXHIBIT B SITE PLAN

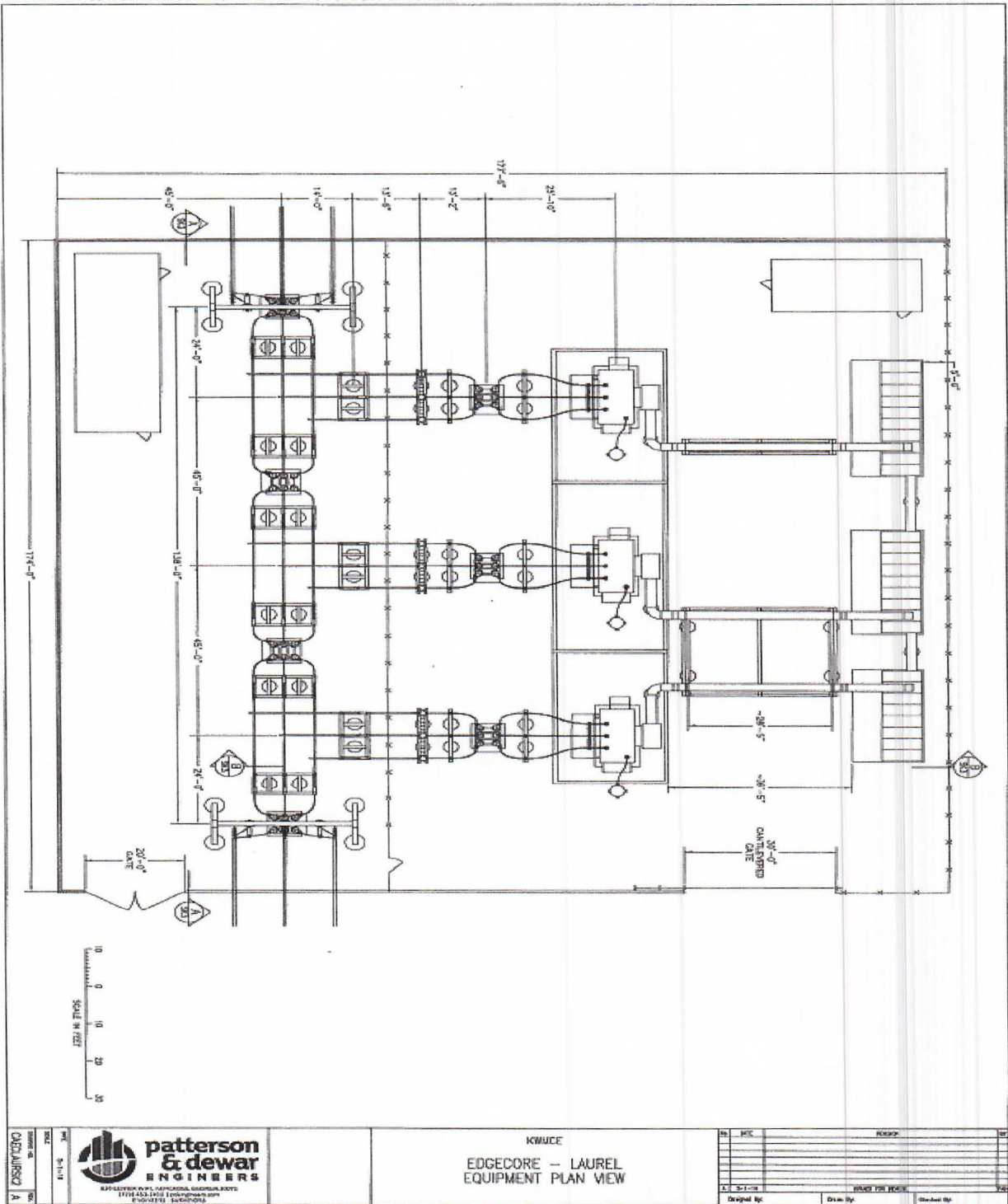
LAURELWOOD
2201 LAURELWOOD SANTA CLARA CA
PROPOSED SITE PLAN

SP102

EXHIBIT C

Station Plan

PLOTTED: 5/1/2019 2:48 PM BY EDURHAK
FILE LOCATION: \\NA1\NASHVILLE\CLIENTS\KMWCE\EDGECORE\MEP\CAB\CACLAUTS2.DWG



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City of Santa Clara dba Silicon Valley Power
MECP1 SANTA CLARA 1, LLC 60kV Substation Agreement

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EXHIBIT D

Project Schedule and Costs

Substation Design & Construction Elements (phase 1) Transmission Interconnection Process to run concurrent with Substation Design, Build and Test process				
Substation Design & Construction Elements	Duration Time Frame of work	SVP's Estimated Cost	Payment Milestone	Comments
Council Approval of Substation Agreement	3 Months		PM #1 \$1,300,000 - City to invoice 30 days after City Council approves Substation agreement. Payment due in 30 days. Work to commence once City receives payment in full.	\$1,300,000 includes all work for Substation Design and Transmission Design elements.
Substation Design Build & Test Process				Start date based on date the substation agreement is executed by City.
Control Building Procurement Drawings & Contract Specification Preparation	6 Months	\$ 300,000		Concurrent with Substation Drawing Preparation (to be billed in Payment Milestone #1).
Control Building Procurement	9 Months	\$ -		Advisory comment: SVP Estimated cost of control building is \$1,300,000
Substation Design Drawings & Contract Specification Preparation	8 Months	\$ -		Advisory comment: Customer may perform this concurrent with Control Building Drawing Prep
Substation Construction	8 Months	\$ -		Advisory comment: SVP Estimated cost of Construction is \$3,500,000
Substation Commissioning & Testing	3 Months	\$ 750,000		Begins after completion of Substation (to be billed with award of Public Works Contract Payment Milestone #2).
Substation Design, Construct, Test process best case	22 months			
Transmission Interconnection Process				Concurrent with Substation Design, Build and Test process
Transmission Line Interconnection Design	6 months	\$ 500,000		To be billed in Payment Milestone #1.
Steel Transmission Pole Procurement	5 months	\$ 500,000		To be billed in Payment Milestone #1.
Public Works Bidding T-line construction	4 Months			
Transmission Line Construction Elements	Duration Time Frame of work	SVP's Estimated Cost	Payment Milestone	Comments
Council Award of Public Works Contract	2 months	\$ 2,000,000	PM #2 \$2,000,000 + \$750,000 - City to invoice 30 days before Public Works contract is approved by City Council. Payment due 30 days from invoice date. Work will commence once Public Works Contract is approved and payment is received in full.	This includes the t-line construction associated with connecting the substation to the SVP 60kV loop as well as the Substation Commissioning and Testing. It includes all work necessary at adjacent stations for relay panel replacement or upgrades necessary for the new interconnection. This does not include any work associated with capacity increases on the loop.
Transmission Line Interconnection & City Labor	6 Months			
Transmission Interconnection process complete best case	23 months			
Miscellaneous costs including potential permit costs, property impacts, easement fees, land rights, etc.		\$ 2,000,000	PM #3 \$2,000,000 - City to invoice within 30 days after energization of substation. Payment due in full 30 days after date of invoice.	Potential miscellaneous costs could include: Permits from Caltrans and Santa Clara Valley Water District, 3rd party easement fees, utility relocation work, costs for soil remediation or disposal of hazardous materials not previously identified, SWPPP permit fees.
City invoices actual costs for Phase 1			PM #4 - City to invoice customer difference between estimated and actual costs for Phase 1. Payment due 30 days after invoice date.	City to invoice Customer difference between estimated and actual costs at the end of phase 1 of the project. Payment due 30 days after invoice date.
Estimated Total for Substation Design & Construction Elements	26 Months	\$ 6,050,000		Net time with schedule overlaps included. Schedule assumes no delays due to unforeseen events such as weather

EXHIBIT D

Project Schedule and Costs

Load Development Fee (based on 90MVA Total Increase)				
Additional Fees to be paid by the Customer	Time Frame from Effective Date	Estimated Cost	Payment Milestone	Comments
Interim Service Fee (based on 9MVA)	Existing	\$ -	None	Interim service already existing to site. No additional costs required.
Load Development Fee (based on 15MVA)	TBD - based on Substation Service Agreement section 1	\$ 1,382,700	City to invoice first 15 MVA block based on current municipal fee schedule rate at time of invoice date. City will issue invoice for first payment 3 months after substation service energized to customer. Payment due in full 30 days after date of invoice.	Customer pays delta between Tier 1 and Tier 2 load development fee = \$92.18/kVA. Tier 1 and Tier 2 fees are based on Municipal fee schedule in effect at time of capacity request from Customer. Cost assumes that request is submitted prior to July 1, 2020. Load development fees increase on July 1. Since customer is not taking permanent service from the electric utility's general distribution system, the Tier 1 costs are not applicable. Tier 2 represents the prorated cost of improvements to the SVP bulk electric system required to serve the increased load.
Load Development Fee (based on 15MVA)	TBD - based on Substation Service Agreement section 1	\$ 1,382,700	City to invoice second 15 MVA block at month 9 after substation service energized to Customer based on current municipal fee schedule rate at time of invoice date. Payment must be received in full before capacity will be made available to Customer.	Customer pays delta between Tier 1 and Tier 2 load development fee = \$92.18/kVA. Tier 1 and Tier 2 fees are based on Municipal fee schedule in effect at time of capacity request from Customer. Cost assumes that request is submitted prior to July 1, 2020. Load development fees increase on July 1. Since customer is not taking permanent service from the electric utility's general distribution system, the Tier 1 costs are not applicable. Tier 2 represents the prorated cost of improvements to the SVP bulk electric system required to serve the increased load.
Load Development Fee (based on 15MVA)	TBD - based on Substation Service Agreement section 1	\$ 1,382,700	City to invoice third 15 MVA block at month 18 after substation service energized to Customer based on current municipal fee schedule rate at time of invoice date. Payment must be received in full before capacity will be made available to Customer.	Customer pays delta between Tier 1 and Tier 2 load development fee = \$92.18/kVA. Tier 1 and Tier 2 fees are based on Municipal fee schedule in effect at time of capacity request from Customer. Cost assumes that request is submitted prior to July 1, 2020. Load development fees increase on July 1. Since customer is not taking permanent service from the electric utility's general distribution system, the Tier 1 costs are not applicable. Tier 2 represents the prorated cost of improvements to the SVP bulk electric system required to serve the increased load.

EXHIBIT D

Project Schedule and Costs

Load Development Fee (based on 90MVA Total Increase)				
Additional Fees to be paid by the Customer	Time Frame from Effective Date	Estimated Cost	Payment Milestone	Comments
Load Development Fee (based on 15MVA)	TBD - based on Substation Service Agreement section 1	\$ 1,382,700	City to invoice fourth 15 MVA block at month 27 after substation service energized to Customer based on current municipal fee schedule rate at time of invoice date. Payment must be received in full before capacity will be made available to Customer.	Customer pays delta between Tier 1 and Tier 2 load development fee = \$92.18/kVA. Tier 1 and Tier 2 fees are based on Municipal fee schedule in effect at time of capacity request from Customer. Cost assumes that request is submitted prior to July 1, 2020. Load development fees increase on July 1. Since customer is not taking permanent service from the electric utility's general distribution system, the Tier 1 costs are not applicable. Tier 2 represents the prorated cost of improvements to the SVP bulk electric system required to serve the increased load.
Load Development Fee (based on 15MVA)	TBD - based on Substation Service Agreement section 1	\$ 1,382,700	City to invoice fifth 15 MVA block at month 36 after substation service energized to Customer based on current municipal fee schedule rate at time of invoice date. Payment must be received in full before capacity will be made available to Customer.	Customer pays delta between Tier 1 and Tier 2 load development fee = \$92.18/kVA. Tier 1 and Tier 2 fees are based on Municipal fee schedule in effect at time of capacity request from Customer. Cost assumes that request is submitted prior to July 1, 2020. Load development fees increase on July 1. Since customer is not taking permanent service from the electric utility's general distribution system, the Tier 1 costs are not applicable. Tier 2 represents the prorated cost of improvements to the SVP bulk electric system required to serve the increased load.
Load Development Fee (based on 15MVA)	TBD - based on Substation Service Agreement section 1	\$ 1,382,700	City to invoice sixth 15 MVA block at month 45 after substation service energized to Customer based on current municipal fee schedule rate at time of invoice date. Payment must be received in full before capacity will be made available to Customer.	Customer pays delta between Tier 1 and Tier 2 load development fee = \$92.18/kVA. Tier 1 and Tier 2 fees are based on Municipal fee schedule in effect at time of capacity request from Customer. Cost assumes that request is submitted prior to July 1, 2020. Load development fees increase on July 1. Since customer is not taking permanent service from the electric utility's general distribution system, the Tier 1 costs are not applicable. Tier 2 represents the prorated cost of improvements to the SVP bulk electric system required to serve the increased load.
Total for Load Development Fees		\$ 8,296,200		

EXHIBIT D

Project Schedule and Costs

Transmission Line Loop Improvements (phase 2)				
Transmission Line Loop Upgrade Design & Construction Elements	Duration Time Frame of work	SVP's Estimated Cost	Payment Milestone	Comments
Northwest Loop upgrade reimbursement cost (based on 49MVA) (See Transmission Line Improvements detail below)	30 Months	\$ 2,264,000	\$2,264,000 - City to invoice per payment milestones listed below. Work on each portion to commence once City receives milestone payment in full.	Total Estimated costs of PM #5 and PM #6 as described below.
Transmission Line Loop Improvements Design	8 months	\$ 275,000	PM #5 \$275,000 - Customer to provide written notice to City to begin Transmission Line Loop Design(Dependent upon customer's load ramp schedule). Payment must be received in full before work can begin.	Design to begin after Station energization (Depending upon Customer's load ramp schedule) Cost represents customer's pro-rated share of total cost.
Public Works Bidding	4 Months			Separate contract than Transmission Interconnection contract
Council Award of Public Works Contract	2 months	\$ 1,989,000	PM #6 \$1,989,000 - City to invoice 30 days before Public Works contract is approved by City Council(Dependent upon customer's load ramp schedule). Payment due 30 days from invoice date. Work will begin once Public Works Contract is approved and payment is received in full.	Estimated cost for loop improvements is \$5.48 million. Capacity gain is 135MVA. Net cost is \$40.59/kVA. Cost represents customer's pro-rated share of total cost.
Transmission Line Loop Construction and City Labor	16 Months			Actual cost to Customer will be prorated based on demand capacity purchased above existing loop peak load. Existing available capacity on loop is 50 MVA. Customer requested maximum capacity is 99 MVA. Net increase above existing available capacity is 49 MVA. (49,000 kVA @ \$40.59/kVA is \$1.989 Million) Pro-rated cost to be updated based on actual value of approved PW contract
Transmission Line Loop Improvements Complete - best case	30 Months			
City invoices actual costs for Phase 2			PM #7 - City to invoice Customer difference between estimated and actual costs at the end of phase 2 of the project. Payment due 30 days after invoice date.	City to invoice Customer difference between estimated and actual costs at the end of phase 2 of the project. Payment due 30 days after invoice date.
Total for Transmission Line Loop Improvements		\$ 2,264,000		
	ESTIMATED GRAND TOTAL FOR ENTIRE PROJECT	\$ 16,610,200		