



January 21, 2026

Advice Letter No. [10-E]

LS Power Grid California, LLC [U-247-E]

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
Energy Division

Subject: Transfer of Real Property to Pacific Gas and Electric Company under Public Utilities Code Section 851 and General Order 173.

Purpose:

LS Power Grid California, LLC (LSPGC) submits this Tier 2 Advice Letter requesting the Commission's approval under Public Utilities Code Section 851 and General Order 173 for the transfer of a fee interest in certain real property (Property) to Pacific Gas and Electric Company (PG&E) associated with the interconnection of LSPGC's Power Santa Clara Valley Project (Project). The Purchase and Sale Agreement between LSPGC and PG&E, dated January 16, 2026 (PSA), which includes a legal description of the Property and provides detailed terms governing the transfer, is attached hereto as **Attachment A**.

Background:

LSPGC is the owner of real property more fully described in the Grant Deed from Insight Rail Yard, LLC (Insight) to LSPGC, dated May 5, 2023, and recorded on May 22, 2023, as Document No. 25478281, Santa Clara County Records (Parent Tract). LSPGC purchased the Parent Tract to support the construction and be the site of its proposed Skyline HVDC terminal as part of the Project. The Project is an addition to the transmission system to meet reliability needs as identified by the California Independent System Operator (CAISO). As the Approved Project Sponsor selected by CAISO through a competitive transmission process, LSPGC has separately submitted Application 24-04-017 to the Commission, seeking a Certificate of Public Convenience and Necessity authorizing construction of the Project.

LSPGC's Parent Tract is encumbered by, and subject to, the following real property interests which will remain in effect following the transfer of the Property as contemplated in the PSA:

- a distribution line easement granted to PG&E by Insight dated October 15, 2018, and recorded on January 16, 2019, as Document No. 24098865, Santa Clara County Records, as modified by that certain Easement Modification Agreement dated as of June 10, 2025, and recorded on June 27, 2025, as Document No. 25827603, Santa Clara County Records;
- a Covenant and Environmental Restriction binding upon any owner(s) of the Property and the remainder of the Parent Tract, for the benefit of the California Regional Water Quality Control Board for the San Francisco Bay Region, dated May 9, 2017, and recorded on May 11, 2017, as Document No. 23646675, Santa Clara County Records; and
- an exclusive easement more fully described in the quitclaim deed by Union Pacific Railroad Company (UPRC) to Insight Rail Yard LLC, dated June 29, 2015, and recorded on July 1, 2015, as Document No. 23005096, Santa Clara County Records.

LSPGC and PG&E have executed the PSA to establish the terms of the Property transfer to PG&E. The proposed transfer will enable PG&E to upgrade the San Jose B substation to include rebuilt 115 kV switchyard facilities and a new 230/115 kV transformer to provide a position and capability for the interconnection of the Project. PG&E will use the Property to rebuild the 115 kV facilities with Gas-Insulated Switchgear (GIS) and related facilities (including circuit breakers, buses, and switches) in a breaker-and-a-half configuration and install a 230/115 kV transformer. These upgraded substation facilities will support planned future capacity increases for the lines and substations in the greater San Jose area, allowing for more load-serving capacity to meet future demand.

LSPGC will receive approximately \$4.81 million in consideration for its transfer of the Property to PG&E. As described in more detail herein, LSPGC has determined such compensation is appropriate in light of: i) the fair market value of the Property on the basis of its recent purchase of the Property with adjustments for material encumbrances on the Parent Tract in place at the time of purchase, ii) the minimal impact on LSPGC's ratebase, and iii) the fact that the transaction does not involve a transfer or change in ownership of facilities currently used in regulated utility operations. LSPGC will distribute the financial proceeds from this transaction by offsetting the Project costs currently included in FERC Account 107, construction work in progress.

LSPGC has determined that the transfer of property to PG&E serves the public interest by facilitating the timely construction of PG&E's interconnection upgrades required for the Project, while reducing costs to ratepayers and maintaining reliable electric service.

This property transfer enables PG&E to have sufficient room to build substation equipment to support interconnection of the Project in the San Jose B substation while maintaining service within the existing facility, then transition to the new infrastructure during a shorter cutover window. This approach delivers significant public benefits by substantially reducing costs to

ratepayers compared to rebuilding substation facilities in place, which would require PG&E to make extensive temporary provisions to maintain reliable service to downtown San Jose. The in-place rebuild would also constrain certain work to off-peak electric demand seasons, extending the construction timeline, increasing costs for both PG&E's work and the Project's development and precluding the Project from meeting the CAISO-identified reliability need in time.

By avoiding these cost and schedule impacts through the property transfer, the public will benefit from both the accelerated delivery of the Project's advantages to the CAISO system and the expedited modernization of the San Jose B substation. Given these public interest benefits, a more comprehensive review through a formal Section 851 application is not necessary.

Tribal Lands Transfer Policy:

A consultant for LSPGC submitted a Tribal Consultation List Request & Sacred Lands File Search to the Native American Heritage Commission (NAHC) on July 23, 2025. The NAHC responded on July 24, 2025, with a consultation list of tribes that are traditionally and culturally affiliated with the geographic area of the Property. Pursuant to the Commission's Tribal Lands Transfer Policy, LSPGC provided a first notice of the proposed fee transfer to each representative on the NAHC's consultation list of tribes via USPS certified mail, return receipt requested, on or around September 9, 2025, and a second notice to the tribes that did not respond to the first notice on or around October 10, 2025.¹ LSPGC also posted the notices to its website.

LSPGC received responses from Tamien Nation on September 19, 2025, and from the Muwekma Ohlone Tribe on October 6, 2025, expressing interest in the Property.² LSPGC has maintained records of all written contacts with the listed tribes related to this transaction, including the notices, return receipts, responses to the notices, and communications with tribes regarding interest expressed in the Property. LSPGC has consulted with both tribes since the expressions of interest, including providing information about the Property, proposed plans, information on this forthcoming Advice Letter process, and regarding tribal monitoring expectations during LSPGC's construction work if the Project is approved in Application 24-04-017.

In these communications, LSPGC has strived to be clear in its position that the proposed transfer of the Property to PG&E is necessary to achieve LSPGC and PG&E operational requirements. As described throughout this letter, the proposed transfer is driven by LSPGC's operational requirements to interconnect and energize the Project to resolve grid reliability issues, which relies on PG&E's timely and efficient completion of its interconnection work. As such, LSPGC respectfully requests a finding that transfer of the real property to PG&E is necessary to achieve LSPGC's and PG&E's operational requirements.

¹ LSPGC provided notice to the following tribes as identified by the Native American Heritage Commission: Amah Mutsun Tribal Band, Amah Mutsun Tribal Band of Mission San Juan Bautista, Costanoan Rumsen Carmel Tribe, Indian Canyon Mutsun Band of Costanoan, Muwekma Ohlone Indian Tribe of the San Francisco Bay Area, North Valley Yokut / Ohlone Tribe, Tamien Nation, The Ohlone Indian Tribe, Wuksachi Indian Tribe / Eshom Valley Band

² LSPGC has included as Attachment C the first and second notice letters and the two responses received.

Other Information:

In compliance with General Order 173, Rule 4, LSPGC provides the following information related to the proposed transaction:

a. Identity and Addresses of All Parties to the Proposed Transaction:

LS Power Grid California, LLC
Attn: Legal Department,
16150 Main Circle Drive, Suite 310
Chesterfield, MO 63017
Telephone: 636-532-2200
Email: LegalNotices@LSPower.com

Pacific Gas and Electric Company
Attn: Law Department, 19th Floor
300 Lakeside Drive, Suite 210
Oakland, CA 95610
Telephone: 925-519-5239
Email: Grant.Guerra@pge.com

b. Complete Description of the Property Including Present Location, Condition and Use:

The approximately 0.69-acre Property subject to this proposed transaction is located in the city of San Jose, roughly bounded by California State Route 87, also known as the Guadalupe Freeway, Ryland Street, the Guadalupe River, and Union Pacific railroad tracks. The Property is currently undeveloped. A detailed legal description of the Property is set forth in Exhibits A and B to Exhibit B of the PSA, which PSA is included as Attachment A to this Advice Letter.

c. The Transferee's Intended Use of the Property:

LSPGC and PG&E have entered into the PSA to enable PG&E to upgrade its existing San Jose B substation and construct certain additional substation facilities to allow for the interconnection of the Project to the regional electric system at the San Jose B substation.

d. A Complete Description of the Financial Terms of the Proposed Transaction:

PG&E will pay \$159.79 per square foot of fee area transferred, resulting in a total payment of approximately \$4.81 million to LSPGC. Tax proration, closing costs, and other transaction fees are as described in the PSA.

e. A Description of How Financial Proceeds of the Transaction Will Be Distributed:

LSPGC will account for proceeds received as offsetting the Project costs currently included in FERC Account 107, construction work in progress.

f. Statement on the Impact of the Transaction on Ratebase and Any Effect on the

Ability of the Utility to Serve Customers and the Public:

The proposed transaction will reduce LSPGC's ratebase in its FERC-regulated rates by the amount of proceeds received from the sale of the Property. The proposed transaction is likely to slightly reduce LSPGC's Skyline terminal construction efficiency as a result of reduced site construction support space and a more compact footprint but will not interfere with or otherwise adversely impact LSPGC's ability to provide safe and reliable service to the public. For the reasons described in this Advice Letter, the proposed transaction overall will benefit customers and the public by supporting the timely and efficient interconnection of the Project to the regional electric system.

g. For Sale of Real Property and Depreciable Assets, the Original Cost, Present Book Value, and Present Fair Market Value, and a Detailed Description of How the Fair Market Value was Determined (e.g., Appraisal):

LSPGC considers the fair market value of the Property to be approximately \$4.81 million. This estimate was determined based on the original cost per square foot of the Parent Tract, which LSPGC recently purchased in May 2023 for the Project, with adjustments for material pre-existing encumbrances that limit the usability and value of the remainder of the Parent Tract. **Attachment B** provides the details of the basis and adjustments to arrive at the fair market value of the Property agreed upon by LSPGC and PG&E. The present book value of the Parent Tract is based on LSPGC's cost to acquire the Parent Tract.

h. For Leases of Real Property, the Fair Market Value of the Easement or Right-of-Way and a Detailed Description of How the Fair Market Value was Determined:

Not applicable.

i. For Easements or Rights-of-Way, the Fair Market Rental Value, a Detailed Description of How the Fair Market Rental Value was Determined, and any Additional Information Necessary to Show Compliance with Rule 3(g):

Not applicable.

j. A Complete Description of any Recent Past (Within the Prior Two Years) or Anticipated Future Transactions that May Appear To Be Related to the Present Transaction:

LSPGC acquired the Parent Tract via a Grant Deed from Insight to LSPGC, dated May 5, 2023. Insight granted to PG&E an easement dated October 15, 2018, which was modified by LSPGC and PG&E on June 10, 2025, and recorded on June 27, 2025, as Document No. 25827603 in the Santa Clara County Records. This modification enables the relocation of PG&E's distribution line easement along the eastern edge of the Parent Tract to better facilitate LSPGC's proposed work on the Parent Tract and PG&E's proposed work on the Property. Additionally, LSPGC has granted to PG&E a revocable license pursuant to General Order 69-C to allow PG&E to enter upon the

Parent Tract and the Property from time to time, on a limited and temporary basis, for preliminary site preparation and related activities.

k. Sufficient Information and Documentation (Including Environmental Information) to Show that All of the Eligibility Criteria Set Forth in Rule 3 of General Order 173 are Satisfied:

LSPGC has provided the following information in this Advice Letter to satisfy the Eligibility Criteria under Rule 3 of General Order 173:

- the activity will not require environmental review by the Commission as the lead agency under the California Environmental Quality Act (CEQA) because the planned construction is categorically exempt from CEQA. A September 11, 2025 disposition letter of the Commission’s Executive Director determined that the facilities proposed to be constructed by PG&E on the Property qualify for the categorical exemption for in-fill development projects within an urban area under Section 15332 of the CEQA Guidelines (see discussion under “m. Environmental Information,” below);
- the transaction will have no adverse effect on the public interest or on the ability of LSPGC to provide safe and reliable service at reasonable rates. In fact, the transaction will facilitate the timely and efficient interconnection of the Project, which will improve the reliability of the CAISO’s transmission grid;
- the fair market value of the Property is not more than \$5 million;
- the transaction will not materially impact the ratebase of LSPGC as the financial compensation being exchanged for Property will be *de minimis* relative to LSPGC’s ratebase when the Project enters operation;
- the transaction does not involve a transfer or change in ownership of facilities currently used in regulated utility operations; and
- the transaction does not warrant a more comprehensive review that would be provided through a formal Section 851 application.

l. Additional Information to Assist in the Review of the Advice Letter:

LSPGC does not believe any additional information is necessary for the review of the Advice Letter.

m. Environmental Information:

The construction planned to occur on the Property after transfer of ownership to PG&E has been found by the Commission’s Executive Director to be categorically exempt from CEQA review.

On October 10, 2024, PG&E filed Advice Letter (AL) 7391-E providing Notice of

Construction, pursuant to the Commission’s General Order 131-D, for construction of the facilities needed to interconnect LSPGC’s Power Santa Clara Valley Project. AL 7391-E included and described PG&E’s interconnection facilities that will be located on the Property. After protests were filed and the AL was stayed to enable negotiations, the AL was updated and the Commission’s Executive Director issued a disposition letter under General Order 131-E³ dated September 11, 2025. The disposition letter, which is attached hereto as Attachment D, analyzed whether PG&E’s proposed construction adjacent to the San Jose B substation was categorically exempt and determined that “the facilities proposed by PG&E qualify for the categorical exemption for in-fill development projects within an urban area under Section 15332 of the CEQA Guidelines.” (See Attachment D, p. 5.) No party contested the disposition letter within the 10-day period required by Rule 16.1.

Protests:

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than February 10, 2026, which date is 20 days after the date of this submittal. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
Email: EDTariffUnit@cpuc.ca.gov

The protest shall also be electronically sent to LSPGC via E-mail at the address shown below on the same date it is electronically delivered to the Commission:

LS Power Grid California, LLC
Regulatory Matters
Email: regulatory@LSPgridcalifornia.com

The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name and e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Energy Division (General Order 96-B, Section 3.11).

Effective Date:

³ General Order 131-E had been adopted in the interim and, because PG&E had updated AL 7391-E after General Order 131-E’s adoption, the Commission’s disposition was made under General Order 131-E.

Pursuant to the review process outlined in General Order 173, LSPGC requests that this Tier 2 Advice Letter become effective on February 20, 2026, which date is 30 days from the date of submittal.

Notice:

In accordance with General Order 96-B, Section 4.4, a copy of this Advice Letter is being sent electronically to parties shown on the attached list. Address changes to the General Order 96-B service list should be directed to LSPGC at regulatory@LSPgridcalifornia.com. Send all electronic approvals to regulatory@LSPgridcalifornia.com. Advice letter submittals can also be accessed electronically at: <https://www.lspowergrid.com/utilities/lspower-grid-california/>.

Respectfully submitted on January 21, 2026, at San Francisco, California

/s/ Casey Carroll

Vice President
LS Power Grid California, LLC

CC: Michelle Wilson (Michelle.Wilson@cpuc.ca.gov)
Tharon Wright (Tharon.Wright@cpuc.ca.gov)
Grant Guerra (gxgw@pge.com)
Jo Lynn Lambert (JLLm@pge.com)

Enclosure: Advice Letter Summary (Energy Utility Form)

List of Attachments:

Attachment A: Purchase and Sale Agreement between LSPGC and PG&E, dated January 16, 2026
Attachment B: Fair Market Value Determination Details
Attachment C: Tribal Lands Transfer Policy Documentation
Attachment D: Executive Director AL 7391-E Disposition Letter
Attachment E: Certificate of Service



ADVICE LETTER SUMMARY

ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: LS Power Grid California, LLC (U-247-E)

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Brian Cragg
 Phone #: 415-848-4800
 E-mail: bcragg@downeybrand.com
 E-mail Disposition Notice to: bcragg@downeybrand.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas WATER = Water
 PLC = Pipeline HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 10-E

Tier Designation: 2

Subject of AL: Transfer of Real Property to Pacific Gas and Electric Company under Public Utilities Code Section 851 and General Order 173

Keywords (choose from CPUC listing): Agreements, Section 851

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: N/A

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL: N/A

Confidential treatment requested? Yes No

If yes, specification of confidential information: N/A

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/access to confidential information: N/A

Resolution required? Yes No

Requested effective date: 2/20/26

No. of tariff sheets: N/A

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: N/A

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: N/A

¹Discuss in AL if more space is needed.

Protests and correspondence regarding this AL are to be sent via email and are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:

California Public Utilities Commission
Energy Division Tariff Unit Email:
EDTariffUnit@cpuc.ca.gov

Contact Name: Brian Craeg
Title: Outside Counsel to LS Power Grid California, LLC
Utility/Entity Name: LS Power Grid California, LLC

Telephone (xxx) xxx-xxxx: 415-848-4800
Facsimile (xxx) xxx-xxxx: 415-848-4801
Email: bcragg@downeybrand.com

Contact Name:
Title:
Utility/Entity Name:

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

CPUC
Energy Division Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Clear Form

ENERGY Advice Letter Keywords

Affiliate	Direct Access	Preliminary Statement
Agreements	Disconnect Service	Procurement
Agriculture	ECAC / Energy Cost Adjustment	Qualifying Facility
Avoided Cost	EOR / Enhanced Oil Recovery	Rebates
Balancing Account	Energy Charge	Refunds
Baseline	Energy Efficiency	Reliability
Bilingual	Establish Service	Re-MAT/Bio-MAT
Billings	Expand Service Area	Revenue Allocation
Bioenergy	Forms	Rule 21
Brokerage Fees	Franchise Fee / User Tax	Rules
CARE	G.O. 131-D	Section 851
CPUC Reimbursement Fee	GRC / General Rate Case	Self Generation
Capacity	Hazardous Waste	Service Area Map
Cogeneration	Increase Rates	Service Outage
Compliance	Interruptible Service	Solar
Conditions of Service	Interutility Transportation	Standby Service
Connection	LIEE / Low-Income Energy Efficiency	Storage
Conservation	LIRA / Low-Income Ratepayer Assistance	Street Lights
Consolidate Tariffs	Late Payment Charge	Surcharges
Contracts	Line Extensions	Tariffs
Core	Memorandum Account	Taxes
Credit	Metered Energy Efficiency	Text Changes
Curtable Service	Metering	Transformer
Customer Charge	Mobile Home Parks	Transition Cost
Customer Owned Generation	Name Change	Transmission Lines
Decrease Rates	Non-Core	Transportation Electrification
Demand Charge	Non-firm Service Contracts	Transportation Rates
Demand Side Fund	Nuclear	Undergrounding
Demand Side Management	Oil Pipelines	Voltage Discount
Demand Side Response	PBR / Performance Based Ratemaking	Wind Power
Deposits	Portfolio	Withdrawal of Service
Depreciation	Power Lines	

ATTACHMENT A

Purchase and Sale Agreement between LSPGC and PG&E, dated January 16, 2026

**PURCHASE AND SALE AGREEMENT
(Unimproved Land)**

Between

LS POWER GRID CALIFORNIA, LLC, a Delaware limited liability company, as Seller

and

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, as Buyer

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), dated for reference purposes only, as of January 16, 2026, is made and entered into as of the later of the dates set forth under the parties' respective signatures on the signature page of this Agreement (the "Effective Date"), by and between LS POWER GRID CALIFORNIA, LLC, a Delaware limited liability company ("Seller") and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Buyer").

R E C I T A L S :

A. Seller is the owner of that certain unimproved real property located in the City of San Jose ("City"), County of Santa Clara ("County") and State of California, consisting of a portion of the parcels identified by the County Assessor as Assessor's Parcel No. 259-23-020 and 259-23-024, and more particularly described in Exhibit A (such real property, together with any structures and other improvements located thereon, and all easements, rights and privileges appurtenant thereto, is hereinafter referred to collectively as the "Property").

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. PURCHASE AND SALE. Subject to the terms and conditions contained in this Agreement, Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller, for a purchase price of Four Million, Eight Hundred Eleven Thousand, Four Hundred Thirty-Seven and no/100 Dollars (\$4,811,437.00) ("Purchase Price"), at the Close of Escrow (as defined in Section 3.1).

2. PAYMENT OF PURCHASE PRICE. Buyer shall pay the Purchase Price for the Property to Seller as follows:

2.1 Deposits.

(a) Within ten (10) business days after the Effective Date, Buyer shall deposit with First American Title Company, File No. NCS-1203904, (the "Title Company"), by check made payable to the Title Company, or wire transfer of funds, the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) ("Deposit"). Upon request by Buyer, the Deposit shall be invested by the Title Company in an interest-bearing account acceptable to Buyer. The term "Deposit" shall include any interest earned thereon. The Deposit shall be credited against the Purchase Price at Close of Escrow. If this Agreement terminates prior to expiration of the date that is sixty (60) days after the Effective Date (the "Due Diligence Period"), the Deposit, less the Independent Consideration (defined below), shall be refunded to Buyer. Notwithstanding any provision to the contrary contained in this Agreement, Seller and Buyer agree that Five Hundred and 00/100 Dollars (\$500.00) of the Deposit shall be paid to Seller in all events as consideration for Buyer's right to inspect the Property and for Seller's execution and delivery of this Agreement, the sufficiency of which is acknowledged by Seller (the "Independent Consideration"). The Independent Consideration is nonrefundable, applicable to the Purchase Price, and notwithstanding any other provision of this Agreement, shall be retained by Seller if this Agreement terminates for any reason.

(b) If Buyer does not terminate this Agreement prior to expiration of the Due Diligence Period, then the Deposit shall become non-refundable to Buyer (except as set forth below). The Deposit shall be delivered to Seller and applied to the Purchase Price at Close of Escrow.

2.2 Closing Funds. Before the Close of Escrow, Buyer shall deposit with the Title Company, by wire transfer of funds, the balance of the Purchase Price (after taking into account the

amount of any credits in favor of Buyer), plus or minus the Title Company's estimate of Buyer's share of closing costs, prorations and charges payable pursuant to this Agreement.

3. ESCROW.

3.1 Establishment and the Close of Escrow. Within five (5) business days after the Effective Date, Buyer and Seller shall open an escrow (the "Escrow") with the Title Company by delivering a signed copy of this Agreement to the Title Company. For purposes of this Agreement, the Escrow shall be deemed opened on the date the Title Company shall have received an executed counterpart of this Agreement signed by Buyer and Seller, and the "Closing" or "Close of Escrow" shall be defined as the date that the Grant Deed, the form of which is attached hereto as Exhibit B (the "Grant Deed") conveying the Property to Buyer, is recorded in the Official Records of the County. The Closing shall occur no later than 5:00 p.m. Pacific time on a date (the "Closing Date") that is ten (10) business days' following the later to occur of: (i) expiration of the Due Diligence Period or (ii) the date Seller notifies Buyer in writing of receipt of the approval of the California Public Utilities Commission ("CPUC"), as more specifically set forth in Section 7.4. If Seller has not received CPUC Approval within six (6) month after the Effective Date, Seller and Buyer shall each have the right to extend the Closing Date for up to seven (7) additional six (6) months periods (i.e., 48 months total from the Effective Date inclusive of the initial 6 month period to obtain CPUC Approval). If the Close of Escrow has not occurred on or before the scheduled Closing Date (as the same may have been so-extended by Seller and/or Buyer) and neither Buyer nor Seller is in default under this Agreement, then either Buyer or Seller may terminate this Agreement and the Escrow by giving written notice of such termination to the other party, in which event Buyer shall be entitled to return of the Deposit (less the Independent Consideration), and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate as of the date of such notice, except for obligations that expressly survive the termination of this Agreement.

3.2 Deposits into Escrow.

(a) Before the Close of Escrow, Buyer shall deposit or cause to be deposited with the Title Company the following:

- (i) The balance of the Purchase Price to be deposited by Buyer pursuant to Section 2.2;
- (ii) Buyer's share of the fees and charges described in Section 3.4;
- (iii) The amount, if any, payable to Seller pursuant to Section 3.5;
- (iv) A Preliminary Change of Ownership Report in a form suitable for filing with the County assessor;
- (v) Buyer's escrow instructions consistent with the provisions of this Agreement; and
- (vi) Such other instruments and documents as are reasonably required by the terms of this Agreement or by the Title Company.

(b) Before the Close of Escrow, Seller shall deposit or cause to be deposited with the Title Company the following:

- (i) The Grant Deed, in the form attached hereto as Exhibit B (with any modifications thereto as may be mutually agreed by the parties hereto);

(ii) A certificate in the form attached hereto as Exhibit D, duly executed by Seller and acceptable to Buyer, reaffirming that all representations and warranties of Seller set forth in Section 6.1 are true and correct as of the Close of Escrow, as if made on such date.

(iii) Affidavits certifying that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and California Revenue and Taxation Code Section 18662(e) ("Affidavits");

(iv) Seller's escrow instructions consistent with the provisions of this Agreement; and

(v) Such other instruments and documents as are reasonably required by the terms of this Agreement or by the Title Company, including an Owner's Affidavit, if required by the Title Company to issue the title insurance policy to Buyer described in Section 4.4, in a customary form for Title Company to issue the title insurance to Buyer on Closing subject only to the Permitted Exceptions.

3.3 Closing. After all the requirements of Section 3.2 have been satisfied and all conditions precedent set forth in Article 7 have been satisfied or waived, the parties shall instruct the Title Company to close Escrow by, among other actions:

(a) Recording the Grant Deed and instructing the County Recorder to deliver the Grant Deed to Buyer after recording;

(b) Delivering to or for the account of Seller, the Purchase Price paid by Buyer pursuant to Sections 2.1 and 2.2, the Independent Consideration paid by Buyer pursuant to Section 2.1, and the amount, if any, payable to Seller pursuant to Section 3.4 and Section 3.5;

(c) Delivering to Seller, "as-recorded" conformed copies of the Grant Deed; and

(d) Delivering to Buyer, the Affidavits and "as-recorded" conformed copies of the Grant Deed and issuing and delivering to Buyer the title insurance policy described in Section 4.4.

3.4 Costs. Seller and Buyer shall pay all transfer taxes and closing costs as follows:

(a) Seller and Buyer shall each pay one (1/2) of the following: (i) the recording fees for recordation of the Grant Deed, (ii) the escrow fees and (iii) the real property conveyance or documentary transfer taxes charged by the County and by the City, if any.

(b) Buyer shall pay (i) the premium and endorsement charges for the policy of title insurance described in Section 4.4 and (ii) the cost of any ALTA or other survey required by the Title Company in order to issue the policy of title insurance described in Section 4.4.

(c) All other closing costs shall be allocated between Seller and Buyer in accordance with customary practices of the County.

3.5 Prorations.

(a) All current general and special real estate taxes, bond interest (if applicable), assessments, improvement district assessments and similar items ("Taxes") owed at the time of the Close of Escrow shall be prorated between Buyer and Seller as of the Close of Escrow. If the amount of any proration cannot be determined at the Close of Escrow or if any "escape" assessments are assessed against the Property after the Close of Escrow that relate to the period before the Close of Escrow, the adjustments will be made between the parties as soon after the Close of Escrow as possible. Any

supplemental assessments assessed for any time period after the Close of Escrow (including any supplemental County and City assessments based on the increased value of the Property above the state-assessed value) are Buyer's sole responsibility. As a regulated public utility, Seller pays Taxes, as assessed by the California State Board of Equalization ("SBE"), to the County. **If the Close of Escrow occurs during the period commencing on July 1 and expiring on December 31 of a calendar year, Seller is obligated to pay Taxes for the Property to the County for the remaining months of the then current tax fiscal year (i.e., through June 30 of the next calendar year). If the Close of Escrow occurs during the period commencing on January 1 and expiring on June 30 of a calendar year, Seller is obligated to pay Taxes to the County for the remaining months in the then current tax fiscal year (i.e., through June 30 of the current calendar year) plus Taxes for the entire succeeding tax fiscal year (i.e., commencing on July 1 of the current calendar year through June 30 of the following calendar year).** At the Close of Escrow, Taxes shall be allocated between Seller and Buyer in accordance with the foregoing, with Seller responsible for all Taxes allocable to the period before the Close of Escrow, and Buyer responsible for all Taxes allocable to the period on and after the Close of Escrow. For proration purposes, Taxes shall be based on the figures provided by Seller for the applicable year, unless the Close of Escrow is scheduled to occur before these figures are available, in which case the proration shall be based on the immediately preceding year's figures, subject to reconciliation between the parties following the Close of Escrow. Prorations shall be calculated based on a 365-day year. Seller agrees to pay the County for Taxes for the Property relating to the period after the Close of Escrow, but for which Seller was compensated at the Close of Escrow, before such Taxes become delinquent; provided, however, that Seller shall have the right to pay such Taxes in installments as permitted by law. Buyer, at no expense to Seller, shall cooperate with Seller and the SBE to complete any documentation necessary to transfer the assessment process out of SBE jurisdiction and to terminate the assessment of Taxes on the Property by the SBE. The obligations of the parties under this Section 3.5 shall survive the Close of Escrow.

3.6 Possession of Property. Seller shall deliver exclusive possession of the Property to Buyer upon the Close of Escrow subject only to the Permitted Exceptions (as defined in Section 4. Below).

3.7 Early Termination of Escrow. If this Agreement terminates pursuant to its terms and Buyer is entitled to a return of the Deposit, then each party shall pay one-half (1/2) of the Escrow termination fee.

4. TITLE: TITLE INSURANCE.

4.1 Title. It shall be a condition precedent to Buyer's obligation to purchase the Property that Seller convey title to the Property to Buyer, subject only to the following exceptions ("Permitted Exceptions"):

- (a) The lien of Taxes, not delinquent;
- (b) All matters and exceptions of record approved or deemed approved by Buyer pursuant to Section 4.2 below, and the standard printed exceptions to the form of policy of title insurance described in Section 4.4;
- (c) All easements reserved or to be reserved in the Grant Deed, as set forth in Section 4.3;
- (d) Any matters affecting title to the Property created by or with the written consent of Buyer; and
- (e) All matters which would be disclosed by an inspection of the Property or a properly prepared ALTA survey of the Property; and
- (f) Any unrecorded third party rights listed in Exhibit C.

Notwithstanding the foregoing or anything to the contrary in this Agreement, (x) Seller shall be obligated to remove from title to the Property at or prior to the Closing all matters related to those which are to be released or paid as a result of the Required Cure Items as defined in Section 4.2 below and any matters first appearing on title to the Property after the Effective Date and which were not approved in writing by Buyer (the foregoing items, collectively, the "Required Removal Items") and (y) the Required Removal Items shall not be Permitted Exceptions.

At the Close of Escrow, Buyer shall take title to the Property subject only to the Permitted Exceptions, and shall not be entitled to any credit against the Purchase Price with respect to any of the Permitted Exceptions.

4.2 Title Review.

(a) Prior to the Effective Date, the Title Company has issued to Buyer a preliminary title report for the Property ("Title Report"), together with copies or hyperlinks to, all documents, whether recorded or unrecorded, referred to in the Title Report.

(b) On or before the end of the Due Diligence Period (the "Title Review Period"), Buyer shall give Seller and the Title Company written notice ("Buyer's Title Notice") of Buyer's approval or disapproval of any matters shown in the Title Report. The failure of Buyer to give Buyer's Title Notice on or before the expiration of the Title Review Period shall be deemed to constitute Buyer's disapproval of all title matters, in which event Buyer shall be entitled to return of the Deposit (less the Independent Consideration), and this Agreement, the Escrow, and the rights and obligations of the parties hereunder shall terminate, except for the rights and obligations that survive the termination of this Agreement.

(c) If Buyer timely disapproves of any matter shown in the Title Report, Seller may, within fifteen (15) days after receipt of Buyer's Title Notice ("Seller's Title Response Period"), give Buyer written notice ("Seller's Title Notice") of those disapproved title matters, if any, which Seller is willing and able to remove from title to the Property by Close of Escrow, including by Title Company's offer to issue endorsements to Buyer's title policy or other manner reasonably satisfactory to Buyer. Except for the Required Removal Items (which Seller is obligated to remove), Seller shall have no obligation to remove, but may, in its sole and absolute discretion, elect to remove any title matters disapproved by Buyer. Seller's failure to deliver Seller's Title Notice prior to expiration of Seller's Title Response Period shall be deemed Seller's refusal to remove the disapproved title matters. If Seller is unwilling or unable to remove, or is deemed to refuse to remove, any of the title matters disapproved by Buyer, then Buyer shall have the right, upon written notice given to Seller within five (5) business days after the earlier of (i) receipt of Seller's Title Notice or (ii) expiration of Seller's Title Response Period, to terminate this Agreement. If Buyer so elects to terminate this Agreement, then Buyer shall be entitled to return of the Deposit, and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate, except for obligations that expressly survive the termination of this Agreement. If Buyer fails to timely notify Seller of its election to terminate this Agreement pursuant to this Section 4.2, then Buyer shall be deemed to have elected to take title to the Property subject to the disapproved title matters (except for the Required Removal Items (which Seller is obligated to remove)). In addition, if Buyer fails to terminate this Agreement pursuant to Section 4.3, then Buyer shall be deemed to have irrevocably agreed to take title to the Property subject to the unrecorded third party rights, if any, listed in Exhibit C.

(d) If Buyer elects to obtain a survey of the Property, prior to expiration of the Due Diligence Period (as it may be extended), Buyer shall give Seller and the Title Company written notice ("Buyer's Survey Notice") of Buyer's approval or disapproval of the survey. If Buyer timely delivers Buyer's Survey Notice, Seller shall use reasonable efforts, within fifteen (15) days after Seller's receipt of Buyer's Survey Notice, to remove or provide for the removal of any disapproved matters and, if successful, shall promptly provide Buyer with satisfactory evidence of such removal. If, within fifteen (15) days after Seller's receipt of Buyer's Survey Notice, the disapproved matters have not been removed or provision has not been made for their removal at the Close of Escrow, then Buyer may, at its option, by written notice given to Seller within five (5) business days after expiration of said fifteen (15) day period: (i) waive its objection

to the disapproved matters, in which event the parties shall proceed with the purchase and sale of the Property, subject to the closing conditions and other provisions of this Agreement; or (ii) terminate this Agreement. If Buyer fails to deliver notice of its election within said five (5) business day period, then Buyer shall be deemed to have elected to terminate this Agreement. If Buyer elects (or is deemed to have elected) to terminate this Agreement pursuant to this Section 4.2(d), then the Title Company shall promptly refund the Deposit (less the Independent Consideration) to Buyer, and the rights and obligations of the parties hereunder shall terminate, except for the rights and obligations that survive termination of this Agreement.

(e) [Reserved].

(f) Seller shall, at its expense, at or before the Close of Escrow (the following items, collectively, the "Required Cure Items"): (i) pay all delinquent real estate taxes and any interest and penalties thereon; (ii) pay all delinquent bonds and assessments, and any interest and penalties thereon; (iii) remove all other monetary liens, including, but not limited to, all those shown on the Title Report (including judgment and mechanics' liens, whether or not liquidated, and mortgages and deeds of trust, with Seller being fully responsible for any fees or penalties incurred in connection therewith); (iv) any matter that would constitute a breach by Seller of its representations or covenants in this Agreement, including, but not limited to, in Section 6.1 of this Agreement. Mechanics' and similar liens remaining at the Close of Escrow shall be removed by payment, bonding or endorsement in a manner acceptable to Buyer, at the expense of Seller.

4.3 Reserved Easements. The Grant Deed shall contain a reservation of easement areas to Seller as described and/or depicted in Exhibits E and F attached to the form of Grant Deed attached hereto as Exhibit B (collectively, the "Easement Area"). The Easement Area is not fixed as of the Effective Date, but shall be as close as is reasonably practicable, in Seller's good faith determination, to the location of the Easement Area depicted in the form of Grant Deed attached hereto as Exhibit B. Prior to the scheduled Closing Date, Seller shall provide to Buyer a legal description and/or plat map showing the final location of the Easement Area. Buyer's consent to the final Easement Area shall only be required if and only to the extent that the location of the Easement Area materially deviates from the location of the Easement Area initially provided as of the Effective Date.

4.4 Title Insurance. Upon the Close of Escrow, Buyer (if desired by Buyer) shall cause the Title Company to issue to Buyer either an ALTA or CLTA title insurance policy in the amount of the Purchase Price (or other such amount as may be reasonably acceptable to Buyer) insuring that fee simple title to the Property is vested in Buyer, subject only to the Permitted Exceptions.

5. CONDITION OF PROPERTY.

5.1 AS IS CONDITION. SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN SECTION 6.1 OF THIS AGREEMENT, BUYER IS PURCHASING THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS." BUYER IS RELYING ON ITS OWN INVESTIGATION OF THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING ITS ZONING AND DEVELOPMENT POTENTIAL, AND POTENTIAL ENVIRONMENTAL HAZARDS ARISING FROM THE PRESENCE IN, ON, UNDER, AROUND OR ABOUT THE PROPERTY OF HAZARDOUS SUBSTANCES. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1 OF THIS AGREEMENT, NEITHER SELLER, NOR ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS MAKES OR HAS MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AS TO ANY ASPECT, PORTION OR COMPONENT OF THE PROPERTY, INCLUDING WITH RESPECT TO THE PHYSICAL CONDITION OF THE PROPERTY, THE PRIOR OR POTENTIAL USES OF THE PROPERTY OR ANY LIMITATIONS THEREON, APPLICABLE ZONING, ENVIRONMENTAL OR OTHER LAWS, REGULATIONS OR GOVERNMENTAL REQUIREMENTS, THE UTILITIES ON THE PROPERTY, THE COSTS OF OPERATING THE PROPERTY OR ANY OTHER ASPECT OF THE ECONOMIC OPERATIONS OF THE PROPERTY, THE CONDITION

OF THE SOILS OR GROUNDWATER OF THE PROPERTY, THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER, AROUND OR ABOUT THE PROPERTY, OR ANY OTHER MATTER BEARING ON THE USE, VALUE OR CONDITION OF THE PROPERTY. FURTHER, SELLER MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OF TITLE TO THE PROPERTY, AND BUYER AGREES THAT IT WILL RELY SOLELY ON ITS POLICY OF TITLE INSURANCE ISSUED PURSUANT TO SECTION 4.4 WITH RESPECT TO ALL TITLE MATTERS.

5.2 Right of Investigation.

(a) Due Diligence Period. Within five (5) business days after the Effective Date, Seller shall deliver to Buyer, at Seller's sole cost and expense, for Buyer's review and approval, copies of, or electronic access to, the documents and materials respecting the Property set forth in Exhibit C (the "Due Diligence Materials"). Reference is hereby made to that certain License Agreement dated as of November 1, 2024, by and between Buyer and Seller, as amended by that certain First Amendment to License Agreement dated as of February 26, 2025 by and between Buyer and Seller, as further amended by that certain Second Amendment to License Agreement dated as of October 14, 2025 (as may be further amended from time to time, the "License Agreement"), pursuant to which Buyer and "Licensee's Representatives" as defined in the License Agreement (collectively, "Buyer Parties") were granted the right to enter upon the Property for the purpose of conducting certain activities thereon, as more particularly set forth in the License Agreement. All entrance upon the Property by any Buyer Parties prior to the Closing shall be pursuant to and in accordance with the License Agreement, including for purposes of reviewing the feasibility of all aspects of purchasing, permitting, developing and operating the Property for Buyer's intended use. Seller agrees that during the pendency of Escrow (the "Effective Period"), one or more Work Plans (as defined in the License Agreement) may from time to time be submitted by Buyer to Seller pursuant to the License Agreement and in the event that any consents are required for any Buyer Parties' access to the Property as provided above, such consents may not be unreasonably withheld, conditioned, or delayed by Seller. Seller agrees to cooperate with Buyer's investigations, including, but not limited to, completing a customary owner's environmental questionnaire.

(b) Buyer has the right to cancel this Agreement in writing for any reason prior to the Closing Date, including but not limited to, if it is dissatisfied with the results of its feasibility review (provided that any such termination after the expiration of the Due Diligence Period shall not otherwise affect the refundability (or lack thereof) of the Deposit). Buyer's failure to terminate this Agreement prior to the Closing Date shall be deemed its approval of the condition of the Property.

(c) [Intentionally Omitted].

5.3 Approval of Property. Prior to expiration of the Due Diligence Period, Buyer shall provide Seller with written notice that: (a) Buyer has approved its review of the Property and the matters set forth in Section 5.2 above and elects to continue under this Agreement; or (b) Buyer has disapproved its review of the Property and the matters set forth in Section 5.2, in its sole and absolute discretion, and elects to terminate this Agreement, in which event the Title Company shall promptly refund the Deposit (less the Independent Consideration) to Buyer, and the rights and obligations of the parties hereunder shall terminate, except for the rights and obligations that survive the termination of this Agreement. Buyer's failure to deliver notice of its election prior to expiration of the Due Diligence Period shall be deemed to be Buyer's election to not terminate this Agreement as a result thereof. If Buyer elects not to so-terminate this Agreement, then: (a) Buyer shall have no further right to terminate this Agreement, except as expressly set forth in this Agreement and (b) in addition to all other claims, losses, liabilities, demands, causes of action, proceedings, damages, costs, and expenses (including reasonable attorneys' fees and court costs) ("Claims") waived by Buyer hereunder, Buyer shall be deemed to have waived any and all rights or Claims against Seller with respect to matters Buyer discovered before the expiration of the Due Diligence Period.

5.4 Buyer's Release of Seller. As a material inducement to Seller for sale of the Property to Buyer, Buyer agrees to be bound by the release set forth below in this Section 5.4.

(a) Buyer's Release of Seller Parties. Buyer acknowledges that Seller shall not in any manner be liable to Buyer for the presence of any Hazardous Substances on, under, about or otherwise affecting the Property. To ensure that Buyer understands the risks inherent in Buyer's execution of this Agreement, Seller has strongly advised Buyer to investigate the condition and suitability of all aspects of the Property and all matters affecting the value or desirability of the Property, or that may be perceived to affect the value or desirability of the Property. Buyer hereby acknowledges and confirms that it has been afforded the opportunity to, and has or will, prior to expiration of the Due Diligence Period, performed all investigations, including environmental inspections, tests and studies, including invasive testing and/or groundwater sampling on, under, about or adjacent to the Property, which Buyer and its consultants and engineers have deemed necessary to assess the condition of the Property and to assume the risk of the release in this Agreement. Subject only to Seller's representations in Section 6.1 below, after fully investigating the Property, Buyer and its successors and assigns, hereby unconditionally waives, releases, and forever discharges Seller and the other Seller Parties from any and all Claims that Buyer may have at the Close of Escrow or that may arise in the future by Buyer on account of or in any way arising out of or connected with the Property, including, but not limited to (i) the presence of any Hazardous Substances on, above, beneath or otherwise affecting the Property or neighboring properties, (ii) the quality, nature, adequacy, and physical condition of soils, geology, and groundwater, (iii) the zoning or other legal status of the Property, any public or private restrictions on use of the Property, and the development potential of the Property, (iv) the condition of title to the Property (except as to matters that do not constitute Permitted Exceptions), and (v) any other fact or condition that may affect the Property, including the physical condition, value, development or improvement of the Property. Without limiting the generality of the foregoing, if at any time after the Close of Escrow, any governmental or quasi-governmental entity, authority, body or agency having jurisdiction over Buyer or the Property or any portion thereof any other third party or Governmental Entity seeks to hold Buyer responsible for any remediation, loss, cost or damage arising from any Hazardous Substance in, on, above, beneath or otherwise affecting the Property or neighboring properties or for the violation of any Environmental Requirements, Buyer agrees that it will not (i) bring a contribution action or similar action against Seller or any other Seller Parties or (ii) attempt in any way to hold Seller or any other Seller Parties responsible to Buyer with respect to any such matter. Buyer acknowledges that it may hereinafter discover facts different from or in addition to those that it now knows or believes to be true with respect to the matters which are the subject of this release and waiver, and agrees that this release and waiver shall remain in effect in all respects, notwithstanding the discovery of such different or additional facts. In addition, Buyer understands and agrees that this release and waiver extends to all Claims of any nature and kind, direct or indirect, known or unknown, foreseen or unforeseen, based in whole or in part on facts existing in the past or as of the date hereof or the ownership, management or operation of the Property, except as set forth in Section 6.1 below. Further, Buyer acknowledges that it has read, considered, and understands the provisions of California Civil Code Section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Based upon the advice of its counsel, Buyer hereby knowingly and voluntarily waives and relinquishes any and all rights that it may have under Section 1542, as well as under the provisions of all comparable, equivalent, or similar statutes and principles of common law or other decisional law of any and all states of the United States or of the United States. Buyer understands and acknowledges the significance and consequences of this waiver and hereby assumes the risk of any and all injuries, liabilities, losses, damages, and expenses that may arise from such release and waiver.

Buyer: PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

By: E-SIGNED by Brooke Reilly
on 2026-01-21 20:47:18 GMT

Brooke Reilly
Vice President
Land, Environmental & Permitting Services

(b) No Transfer of Claims. Buyer represents and warrants to Seller that it is the sole and lawful owner of all right, title, and interest in and to every Claim that Buyer is releasing and waiving herein, and that it has not previously assigned or transferred, or purported to assign or transfer, to any person, firm, association, corporation or other entity, any right, title or interest in any such Claim. If such representation is false, and any such Claim is asserted against Seller or any of the other Seller Parties, by any party or entity who is the assignee or transferee of such Claim, then Buyer shall fully indemnify, defend, and hold harmless Seller and the other Seller Parties against whom such Claim is asserted from and against such Claim and from all costs, fees, expenses, liabilities, and damages that such party incurs as a result of the assertion of such Claim.

(c) Survival. The provisions of this Section 5.4 shall survive the Close of Escrow or any termination of this Agreement.

5.5 Due Diligence Materials. Buyer acknowledges and agrees that (a) Seller makes absolutely no representations or warranties as to the accuracy or completeness of any information contained in the Due Diligence Materials or the methods upon which said information was obtained by the issuers of the Due Diligence Materials, (b) Buyer will not rely in any manner upon the information contained in the Due Diligence Materials, and (c) neither Seller nor the issuer of any of the Due Diligence Materials shall have liability whatsoever to Buyer for any false, inaccurate or misleading matters or information contained in the Due Diligence Materials.

5.6 Natural Hazard Disclosures. Seller is, or may be, required under California law to disclose if the Property lies within the following natural hazard areas or zones: (a) a special flood hazard area designated by the Federal Emergency Management Agency (Government Code Section 8589.3); (b) an area of potential flooding shown on a dam failure inundation map (Government Code Section 8589.4); (c) a very high fire hazard severity zone ("Fire Hazard Severity Zone") (Government Code Section 51183.5); (d) a wildland area that may contain substantial forest fire risks and hazards ("Wildland Fire Zone") (Public Resources Code Section 4136); (e) an earthquake fault zone (Public Resources Code Section 2621.9); or (f) a seismic hazard zone (Public Resources Code Section 2694). Buyer acknowledges and understands that: (i) if the Property is located in a Fire Hazard Severity Zone, the owner is subject to the maintenance requirements of Government Code Section 51182; and (ii) if the Property is located in a Wildland Fire Zone, it is subject to the maintenance requirements of Public Resources Code Section 4291, and it is not the State of California's responsibility to provide fire protection services to any building or structure located within a Wildland Fire Zone unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Public Resources Code Section 4142. In addition, if the Property is situated in one or more of the hazard zones described above, Buyer's ability to develop the Property, obtain insurance, or receive assistance after a disaster may be limited. Buyer further acknowledges that the maps on which the natural hazard disclosures are based only estimate where natural hazards exist, and are not definitive indicators of whether or not a property will be affected by a natural disaster. Seller has engaged the services of Title Company itself or otherwise through the services of a third party (which, in such capacity is herein called "Natural Hazards Expert") to examine the maps and other information specifically made available to the public by government agencies for the purpose of enabling Seller to fulfill the foregoing disclosure obligations. A Natural Hazards Report prepared by the Natural Hazards Expert has been or will be provided to Buyer prior to expiration of the Due Diligence Period, and Buyer agrees to provide Seller with a written acknowledgement of its receipt thereof. Buyer acknowledges that the Natural Hazards Report deals with matters within the scope of the Natural Hazards Expert's professional license and expertise, and Seller shall not be liable for any error, inaccuracy or omission of any information relating to natural hazards disclosures not within its personal knowledge.

Except as expressly provided herein, Seller is making and has made no representations regarding the seismic, geologic or other natural hazards affecting the Property, or the effect thereof on the future use or development of the Property, and Buyer should make its own inquiry and investigation of such hazards. Further, Buyer hereby waives, to the fullest extent permitted by law, any other disclosure requirements relating to natural hazards imposed on Seller by California law.

5.7 Permits and Approvals. Buyer shall not apply for any permits, approvals, or other entitlements from any local, state or federal agencies, commissions or departments that would be binding on the Property and not terminable without penalty to Seller prior to Close of Escrow ("Entitlements"), without the prior written approval of Seller, which approval may be withheld in Seller's sole and absolute discretion, and Buyer acknowledges and agrees that obtaining any Entitlements with respect to the Property is not a condition to Buyer's obligation to purchase the Property. If Buyer applies for or obtains any Entitlements, Buyer shall be responsible for all fees and costs associated with obtaining any such Entitlements, and agrees to indemnify, defend (with counsel approved by Seller), protect and hold Seller and the other Seller Parties harmless from and against any and all Claims arising out of or in connection with such Entitlements and Buyer's efforts to obtain the same, including, but not limited to, any lawsuits, writs of mandamus or other actions or proceedings to challenge, modify or void any approvals related to land use, environmental, developmental, construction or other Entitlements, including Claims related to any environmental review document prepared in connection with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.). Seller reserves the right to employ separate counsel to represent Seller in connection with such Claims, and Buyer agrees to pay for the attorneys' fees and costs of Seller's separate counsel within thirty (30) days after written request accompanied by reasonable supporting documentation. All significant decisions concerning the manner in which the defense is conducted and settlements of such Claims shall be subject to Seller's prior approval. Buyer understands and agrees that its liability to Seller and the other Seller Parties arises upon the initiation of any Claims, and not upon the realization of loss or damage. The provisions of this Section 5.7 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

5.8 Survival. The covenants, agreements and obligations of Buyer contained in this Article 5 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Seller's Representations. Seller hereby represents and warrants to Buyer, as follows:

(a) Seller has full right, power and authority to enter into this Agreement and to sell, convey and transfer the Property and all rights appurtenant thereto to Buyer; provided, however, that the foregoing representation and warranty insofar as its ability to complete the Close of Escrow is subject to Seller's receipt of any required CPUC Approval (as more particularly described in Section 7.4 below). All corporate action on the part of Seller necessary for the valid authorization, execution, and delivery of this Agreement, and the consummation of the transactions contemplated hereby has been taken.

(b) Except as set forth in Exhibit C, to Seller's actual knowledge, as defined below in this Section 6.1, (1) Seller has received no written notice from any governmental agency or private person during the three (3) year period preceding the Effective Date that the condition, use or operation of the Property violates any law or any order or requirement of any governmental agency (other than violations which have been cured), and (2) no such violation exists.

(c) Except as set forth in Exhibit C, to Seller's actual knowledge, during the three (3) year period preceding the Effective Date, Seller has received no written notice of any pending or threatened lawsuits of any kind against Seller pertaining to the Property, that could materially and adversely affect the operation or value of the Property or prohibit the sale thereof.

(d) Except as set forth in Exhibit C, to Seller's actual knowledge, during the three (3) year period preceding the Effective Date, Seller has received no written notice of any pending, threatened or contemplated condemnation proceedings affecting the Property or any part thereof.

Seller's "actual knowledge" as used in this Section 6.1 or elsewhere in this Agreement shall mean the actual (as distinguished from implied, imputed or constructive) knowledge of, or receipt of written notice by, Seller's Representative as of the Effective Date, without any duty of inquiry. Buyer acknowledges and agrees that Seller may have records or files not in the possession of Seller's Representative, which may include information concerning the Property. Buyer understands that Seller will not undertake to determine whether any of such other files and/or records contain information concerning the Property, and Seller will not make such other files and records available to Buyer for its review. In light of the voluminous files and records of Seller, and the uncertainty of the location or content of such files, Buyer acknowledges and agrees that Buyer will, except for the limited representations and warranties contained in this Section 6.1, rely solely on its own investigations in making its decision to acquire the Property. The representations and warranties of Seller shall survive the Close of Escrow for the period set forth in Section 14.1 below.

6.2 Buyer's Representations. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material, is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder) and shall survive the Close of Escrow for the period set forth in Section 14.1 below:

(a) Buyer has the legal right, power, and authority to enter into this Agreement, and to consummate the transactions contemplated hereby. This Agreement has been duly and validly authorized, executed, and delivered by Buyer, and each of the persons signing this Agreement on behalf of Buyer is authorized to do so. All the documents executed by Buyer will be duly authorized, executed, and delivered by Buyer.

(b) Buyer is an experienced real property owner and operator, and is represented or has had an opportunity to be represented by counsel in connection with this transaction. Except for the express representations and warranties of Seller contained in Section 6.1 above, Buyer specifically acknowledges that it is acquiring the Property "AS IS, WHERE IS, WITH ALL FAULTS", without any representations or warranties of Seller, express or implied, written or oral. Buyer is relying solely upon, and, as of the expiration of the Due Diligence Period will have conducted, its own analysis of the Property as it deems necessary or appropriate in acquiring the Property from Seller, including an analysis of any and all matters concerning the physical and environmental condition of the Property, the condition of title to the Property, past or current uses of the Property and any limitations on future uses of the Property, and the development or suitability for development of the Property. Buyer is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters. Buyer also acknowledges that the Purchase Price takes into account that the Property is being sold "AS IS," as well as the release and waiver by Buyer pursuant to Section 5.4(a).

(c) Buyer is not, and at no time during the term of this Agreement will Buyer be: (i) in violation of any Anti-Terrorism Law (defined below); (ii) conducting any business or engaging in any transaction or dealing with any Prohibited Person (defined below), including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (iii) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 (defined below); or (iv) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in, any Anti-Terrorism Law. Neither Buyer nor any of its officers, directors, shareholders, partners or members is, or at any time during the term of this Agreement will be, a Prohibited Person. As used herein, "Anti-Terrorism Law" means any law or regulation relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including the United States Bank Secrecy

Act, the United States Money Laundering Control Act of 1986, Executive Order No. 13224, and Title 3 of the USA Patriot Act (defined below), and any regulations promulgated under any of them, each as may be amended from time to time. As used herein, "Executive Order No. 13224" means Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism," as may be amended from time to time. As used herein, "Prohibited Person" means (1) a person or entity that is listed in, or owned or controlled by a person or entity that is listed in, the Annex to Executive Order No. 13224; (2) a person or entity with whom Seller is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (3) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf>, or at any replacement website or other official publication of such list. As used herein, "USA Patriot Act" means the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56).

7. CONDITIONS PRECEDENT.

7.1 Conditions to Buyer's Obligations. Buyer's obligation to purchase the Property pursuant to this Agreement is subject to the satisfaction or waiver of each of the following conditions precedent:

(a) The Title Company shall be irrevocably committed to issue the Title Policy as of the Close of Escrow in the amount of the Purchase Price (or, at Buyer's option, such higher value reflecting the improvements to be constructed by Buyer on the Property), showing title to the Property vested in Buyer or its assignee, subject only to the Permitted Exceptions.

(b) Seller shall have duly performed all of the obligations required by the terms of this Agreement to be performed by Seller.

(c) The representations and warranties made by Seller shall be true and correct as of the Close of Escrow as if those representations and warranties were made on said date.

(d) There shall have been no material adverse changes with respect to the physical or environmental condition of the Property; and there shall be no reassessment, reclassification, rezoning or other statute, law, judicial or administrative decision, proceeding, ordinance or regulation (including amendments and modifications of any of the foregoing) pending or proposed to be imposed by any governmental or quasi-governmental bodies or agencies having jurisdiction over the Property or any public or private utility having jurisdiction over the Property that would adversely affect, in Buyer's good faith judgment, the acquisition, development, or use of the Property.

7.2 Conditions to Seller's Obligations. Seller's obligation to sell the Property to Buyer pursuant to this Agreement is subject to the satisfaction or waiver of each of the following conditions precedent:

(a) Buyer shall have duly performed all of its obligations required by the terms of this Agreement to be performed by Buyer.

(b) The representations and warranties made by Buyer shall be true and correct as of the Close of Escrow as if those representations and warranties were made on said date.

7.3 Subdivision Map Act Compliance. At the Close of Escrow, the conveyance of the Property from Seller to Buyer must comply with the California Subdivision Map Act ("Map Act") (Government Code Section 66410, et seq.) ("Map Act Compliance"). The obligation of each party to close the sale of the Property shall be conditioned upon confirming Map Act Compliance or, if required by the Map Act, obtaining such Map Act Compliance before the Close of Escrow. Seller shall use diligent and commercially

reasonable efforts to complete the foregoing condition as soon as is reasonably practicable prior to the Close of Escrow; provided, that Buyer shall also have the right to confirm and obtain Map Act Compliance (and Seller shall cooperate with such efforts by Buyer). Buyer shall at its sole expense meet any conditions of approval that may be required, consistent with applicable law, by the local agency to satisfy Map Act Compliance, including, without limitation, preparing any required surveys, drawings or maps and/or set any required monuments. Each party agrees to provide written notice to the other party promptly after it has confirmed or obtained (as applicable) Map Act Compliance.

7.4 CPUC Approval Seller has determined that approval of the CPUC ("CPUC Approval") will be required as a condition precedent to Seller's sale of the Property to Buyer, and therefore, the obligation of each party to close the sale of the Property shall be conditioned upon obtaining such CPUC Approval at or before the Close of Escrow. Buyer acknowledges and agrees that CPUC Approval shall not be deemed to have occurred for purposes of this Agreement unless and until the CPUC approves the sale of the Property to Buyer in a form that is final and unappealable, including exhaustion of all administrative appeals or remedies before the CPUC and such CPUC Approval is approved by Seller in its reasonable discretion as not having any conditions that have a material adverse effect on Seller, including as a result of the proposed accounting and ratemaking treatment of the sale. Seller shall keep Buyer reasonably informed of the status of the approval process as Buyer may request from time to time. Seller shall provide Buyer with written and telephonic notice of the CPUC's approval the sale of the Property to Buyer within two (2) business days after such approval. Seller shall use diligent and commercially reasonable efforts to seek CPUC Approval as soon as reasonably practicable (such covenant, the "Diligent Efforts Covenant"). Buyer further acknowledges and agrees that Seller makes no representation or warranty with respect to the likelihood of, or timing of, CPUC Approval, and Buyer hereby waives all claims against Seller for losses, expenses or damages suffered or incurred by Buyer as a result of the CPUC's delay in issuing, or decision not to issue, the CPUC Approval.

7.5 Termination of Agreement for Failure of Conditions.

(a) Failure of Buyer's Conditions. If any one or more of the conditions to Buyer's obligations, as set forth in Section 7.1 or elsewhere in this Agreement, is not fully performed, satisfied or waived in writing by Buyer on or before the Closing Date, then such failure shall not be deemed a breach or default by Seller hereunder (unless such failure of a closing condition arises out of or is caused by a breach or default of Seller (e.g., Seller's failure to deliver closing documents as and when required or failure to use the requisite efforts to satisfy an applicable condition)), but in such event Buyer may elect, by written notice to Seller, to terminate this Agreement. Nothing in this paragraph shall be construed to limit Buyer's rights under Section 10.2 in the event of a default by Seller.

(b) Failure of Seller's Conditions. If any one or more of the conditions to Seller's obligations, as set forth in Section 7.2 or elsewhere in this Agreement, is not fully performed, satisfied or waived in writing by Seller on or before the Closing Date, then such failure shall not be deemed a breach or default by Buyer hereunder (unless such failure of a closing condition arises out of or is caused by a breach or default of Buyer (e.g., Buyer's failure to deliver closing documents as and when required or failure to use the requisite efforts to satisfy an applicable condition)), but in such event Seller may elect, by written notice to Buyer, to terminate this Agreement. Nothing in this paragraph shall be construed to limit Seller's rights under Section 10.1 in the event of a default by Buyer.

(c) Subdivision Map Act Compliance. The condition set forth in Section 7.3 may not be waived by either party. If the closing condition described in Section 7.3 is not satisfied before the outside date for the Closing Date in Section 3.1 (as it may be extended), then this Agreement shall automatically terminate as of such outside date for the Closing Date.

(d) CPUC Approval. The condition set forth in Section 7.4 may not be waived by either party. Provided that a party is not in default under this Agreement, such party shall have the right to terminate this Agreement after the date of CPUC's disapproval or rejection of the sale of the Property to Buyer pursuant to this Agreement (the "CPUC Denial") pursuant to a final and non-appealable order, decision, or resolution of the CPUC.

8. **CONDEMNATION** In the event of any taking of any part of the land area of the Property in eminent domain proceedings or under threat of condemnation before the Close of Escrow, Buyer shall have the right to terminate this Agreement by giving to Seller written notice of termination within five (5) days following the date of such taking. In the event that Buyer shall not elect to terminate this Agreement as provided above, Buyer shall remain obligated to perform its obligations under this Agreement, and Seller shall assign to Buyer, at the Close of Escrow, the portion of any condemnation award attributable to Seller's interest in the Property. For purposes of this Agreement, a taking in condemnation shall mean the taking of possession or the vesting of fee title to the Property in a governmental entity pursuant to the exercise of the power of eminent domain or pursuant to a deed given in lieu or in contemplation thereof.

9. **COVENANTS OF SELLER.** Seller hereby covenants and agrees with Buyer as follows:

9.1 **Termination of Marketing.** On the Effective Date, Seller shall withdraw the Property from the market and terminate all negotiations for sale of the Property to any party other than Buyer.

9.2 **Operation of the Property Before Close of Escrow.** During the period from the date of Seller's execution of this Agreement to the Close of Escrow, Seller shall maintain the Property in the normal and ordinary course, and in accordance with all applicable laws; provided, however, that Seller shall not enter into any leases, contracts or other agreements (or any amendments to the foregoing) that would be binding upon Buyer after Close of Escrow.

9.3 **Insurance.** Seller shall maintain in full force and effect until the Close of Escrow, and shall timely pay all premiums for, the insurance policies currently covering the Property.

9.4 **Change in Representations.** Seller shall promptly notify Buyer of the occurrence of any fact, circumstance, condition, or event that would cause any of the representations made by Seller in this Agreement no longer to be true or accurate (each, a "**Changed Condition**"). Seller's notice shall specify whether Seller, at its expense, elects to remedy the Changed Condition. If Seller does not elect to remedy the Changed Condition or if Seller so elects, but then fails to complete such remedy at least ten (10) business days prior to the Close of Escrow, then Buyer may elect, by written notice to Seller, to terminate this Agreement. In such event, the Title Company shall promptly refund the Deposit (less the Independent Consideration) to Buyer, and the rights and obligations of the parties hereunder shall terminate, except for the rights and obligations that survive the termination of this Agreement. Seller shall have no liability to Buyer for a Changed Condition unless such Changed Condition resulted from Seller's negligent or intentional acts or omissions or Seller's breach or default hereunder, in which event Buyer reserves the right to pursue all remedies permitted by this Agreement, at law or in equity.

9.5 **Governmental Notices.** Seller shall deliver to Buyer each and every notice or communication Seller receives after the date of this Agreement from any governmental body relating to the Property promptly after Seller's receipt of the same.

9.6 **Future Action.** From and after the date hereof, without the prior written consent of Buyer, Seller shall not take any action that may result in an alteration of the condition of title as approved by Buyer. In addition, as of the Effective Date, and continuing for a period of five (5) years after the Effective Date, Seller, and each of them, and their respective heirs, successors and assigns, shall refrain from challenging in any form, either directly or indirectly, any permits or approvals sought by Buyer in connection with the development, construction, or use of the Property.

10. **DEFAULT.**

10.1 **Buyer's Default.**

(a) **DEPOSIT AS LIQUIDATED DAMAGES. IF THE SALE OF THE PROPERTY TO BUYER UNDER THIS AGREEMENT DOES NOT CLOSE SOLELY BECAUSE OF A**

DEFAULT BY BUYER THAT REMAINS UNCURED AFTER THIRTY (30) DAYS NOTICE THEREOF FROM SELLER TO BUYER, SELLER MAY (AS ITS SOLE AND EXCLUSIVE REMEDY EXCEPT AS EXPRESSLY PROVIDED HEREIN) UNILATERALLY TERMINATE THIS AGREEMENT AND THE ESCROW BY GIVING WRITTEN NOTICE TO BUYER AND THE TITLE COMPANY. THEREUPON, SELLER SHALL BE RELEASED FROM ALL OBLIGATIONS UNDER THIS AGREEMENT, AND IF THE DEPOSIT WAS NOT PREVIOUSLY RELEASED TO SELLER, TITLE COMPANY IS HEREBY IRREVOCABLY INSTRUCTED BY BUYER AND SELLER TO DISBURSE THE DEPOSIT TO SELLER AS LIQUIDATED DAMAGES. IN ADDITION, TITLE COMPANY SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED SAME, AND ALL TITLE AND ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO BUYER. SELLER'S RETENTION OF THE DEPOSIT IS NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO COMPENSATE SELLER FOR DAMAGES IT WILL SUSTAIN BY REASON OF SUCH DEFAULT BY BUYER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677, INCLUDING DAMAGES RESULTING FROM THE REMOVAL OF THE PROPERTY FROM THE MARKET, THE LOSS OF BUSINESS AND DEVELOPMENT OPPORTUNITIES AND THE LOSS OF PROSPECTIVE INVESTMENT IN OTHER PROPERTY. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE AMOUNT OF SELLER'S ACTUAL DAMAGES AS A RESULT OF BUYER'S DEFAULT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN, AND THE AMOUNT PROVIDED FOR HEREIN IS A REASONABLE ESTIMATE OF SUCH DAMAGES. IN ADDITION, THE PARTIES DESIRE TO AVOID THE COSTS AND LENGTHY DELAYS THAT WOULD RESULT IF SELLER FILED A LAWSUIT TO COLLECT DAMAGES FOR BUYER'S DEFAULT UNDER THIS AGREEMENT. BY THEIR SIGNATURES BELOW, SELLER AND BUYER SPECIFICALLY ACKNOWLEDGE THEIR ACCEPTANCE AND APPROVAL OF THE FOREGOING LIQUIDATED DAMAGES PROVISION.

By signing below, Buyer and Seller each acknowledge agreement to the foregoing provisions of Section 10.1(a):

Buyer: PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

By: E-SIGNED by Brooke Reilly
on 2026-01-21 20:47:21 GMT
Brooke Reilly
Vice President
Land, Environmental & Permitting
Services

Seller: LS POWER GRID CALIFORNIA, LLC, a Delaware limited liability company

By: Casey Carroll Digitally signed by Casey Carroll
Date: 2026.01.16 16:41:14 -06'00'
Print Name: Casey Carroll, Vice President

(b) Other Defaults by Buyer. Nothing contained in Section 10.1(a) above shall waive or otherwise limit Seller's remedies for claims other than Seller's failure to sell the Property to Buyer because of Buyer's default, including with respect to any obligations of Buyer that, by the terms of this Agreement, survive the Close of Escrow or any termination of this Agreement before the Close of Escrow, including Buyer's indemnification obligations under Section 5.2 and Section 10.2, or Buyer's wrongful recordation of a lis pendens against the Property. In addition, Section 10.1(a) above shall not limit Seller's right to recover from Buyer all costs and expenses, including attorneys' fees and costs, incurred by Seller in enforcing its rights under this Agreement, including Buyer's wrongful refusal to consent to or instruct release of the Deposit to Seller.

10.2 Seller's Default. Buyer shall promptly notify Seller of any default by Seller under this Agreement prior to the Close of Escrow, in which event Seller shall have the right to cure such default within thirty (30) days after receipt of such default notice. If Seller fails to cure the default within said thirty (30) day cure period, then Buyer shall elect as its sole remedies, either of the following:

(a) The right to pursue and obtain specific performance of this Agreement. Any action for specific performance must be commenced within sixty (60) days after the scheduled Closing Date. Buyer specifically waives the right to file any lis pendens or any lien against the Property unless and

until it has elected to seek specific performance and has filed and is diligently pursuing an action seeking such remedy.

(b) The right to terminate this Agreement, in which event the Deposit shall be returned to Buyer, and Seller shall reimburse Buyer's actual, reasonably incurred out-of-pocket third party costs in connection with its potential purchase of the Property, not to exceed **One Hundred Thousand Dollars (\$100,000.00)** in the aggregate. In no event shall Buyer be entitled to any other damages as a result of Seller's default under this Agreement prior to the Close of Escrow.

NOTHING CONTAINED IN THIS SECTION 10.2 SHALL SERVE TO WAIVE OR OTHERWISE LIMIT BUYER'S RIGHTS TO OBTAIN FROM SELLER ATTORNEYS' FEES AND COSTS PURSUANT TO SECTION 14.9 BELOW.

11. BROKERS.

11.1 Seller. Seller hereby represents and warrants to Buyer that Seller has incurred no obligation to any finder or real estate broker or salesperson with respect to this transaction, and in the event that any contrary claim is made, Seller shall indemnify, defend and hold Buyer harmless from and against any and all Claims and attorneys' fees and costs with respect to any such additional finder, broker or salesperson. The representations, warranties and covenants of Seller contained in this Section 11.1 shall survive the expiration or earlier termination of this Agreement or the Close of Escrow.

11.2 Buyer. Buyer hereby represents and warrants to Seller that Buyer has not incurred any obligation to any finder or real estate broker or salesperson with respect to this transaction, and in the event that any contrary claim is made, Buyer shall indemnify, defend and hold Seller harmless from and against any and all Claims and attorneys' fees and costs with respect to any such finder, broker or salesperson. The representations, warranties and covenants of Buyer contained in this Section 11.2 shall the expiration or earlier termination of this Agreement or the Close of Escrow.

12. LIMITATION ON DAMAGES. Notwithstanding anything set forth in this Agreement to the contrary, after the Closing: (a) the maximum aggregate liability of Seller, and the maximum aggregate amount that may be awarded to and collected by Buyer under this Agreement or any documents executed in connection with this Agreement (including, without limitation, for any breach of Seller's representations, warranties, covenants, and indemnities) shall under no circumstances whatsoever exceed two percent (2%) of the Purchase Price and (b) no Claim by Buyer alleging a breach by Seller in connection with this Agreement may be made, and Seller shall not be liable for any judgment in any action based upon any such Claim, unless the aggregate amount of such Claims exceed **Twenty-Five Thousand Dollars (\$25,000.00)**. In addition, in no event shall Buyer or Seller be entitled to seek or obtain lost profits, consequential, indirect, special, punitive or exemplary damages.

13. JUDICIAL REFERENCE.

13.1 Procedure: Venue. It is the desire and intention of the parties that all controversies and disputes arising out of this Agreement will be resolved in a prompt and expeditious manner. Therefore, any action, proceeding or counterclaim brought by either party hereto against the other (and/or against its officers, directors, employees, agents or subsidiaries or affiliated entities) on any matters arising out of or in any way connected with this Agreement (a "**Referrable Claim**"), shall be heard and resolved by a referee under the provisions of the California Code of Civil Procedure, Sections 638 — 645.1, inclusive (as same may be amended, or any successor statute(s) thereto) (the "**Referee Sections**"). Any fee to initiate the judicial reference proceedings and all fees charged and costs incurred by the referee shall be paid by the party initiating such procedure (except that if a reporter is requested by either party, then a reporter shall be present at all proceedings where requested and the fees of such reporter – except for copies ordered by the other parties shall be borne by the party requesting the reporter); provided, however, that allocation of the costs and fees, including any initiation fee, of such proceeding shall be ultimately determined in accordance with Section 14.9 below. The venue of the proceedings shall be in San Francisco, California, and to the fullest extent permitted by applicable laws, each party waives any claim that proceedings are

brought in an inconvenient forum. Within thirty (30) days after service of a complaint or other pleading setting forth a Referrable Claim, the parties shall attempt in good faith to agree upon a single referee, who shall try all issues, whether of fact or law, and file a statement of decision with the clerk of the court as required by the Referee Sections. If the parties are unable to agree upon a referee within such thirty (30) day period, then any party may thereafter file a motion to the court in which the action is pending for the designation of a referee under the Referee Sections. If the referee is appointed by the court, the referee shall be a neutral and impartial retired judge with substantial experience in the relevant matters to be determined, from JAMS, the American Arbitration Association or similar mediation/arbitration entity. The proposed referee may be challenged by any party for any of the grounds listed in the Referee Sections. The referee shall have the power to decide all issues of fact and law and report his or her decision on such issues, and to issue all recognized remedies available at law or in equity for any cause of action that is before the referee, including an award of attorneys' fees and costs in accordance with this Agreement. The referee shall not, however, have the power to award punitive damages, nor any other damages that are prohibited by the express provisions of this Agreement, and the parties hereby waive any right to recover any such damages. The parties shall be entitled to conduct all discovery as provided in the California Code of Civil Procedure, and the referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge, with rights to regulate discovery and to issue and enforce subpoenas, protective orders, and other limitations on discovery available under California law. The reference proceeding shall be conducted in accordance with California law (including the rules of evidence), and in all regards, the referee shall follow California law applicable at the time of the reference proceeding. The parties shall promptly and diligently cooperate with one another and the referee, and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute or controversy in accordance with the terms of this Article 13. In this regard, Buyer and Seller agree that the parties and the referee shall use best efforts to ensure that (a) discovery be completed within four (4) months from the date the referee is appointed, excluding motions regarding discovery, and (b) a trial date be set within six (6) months of the date the referee is appointed. In accordance with Section 644(a) of the California Code of Civil Procedure, the decision of the referee upon the whole issue must stand as the decision of the court, and upon the filing of the statement of decision with the clerk of the court, or with the judge if there is no clerk, judgment shall be entered thereon in the same manner as if the action had been tried by the court. Any decision of the referee and/or judgment or other order entered thereon shall be appealable to the same extent and in the same manner that such decision, judgment, or order would be appealable if rendered by a judge of the superior court in which venue is proper hereunder. The referee shall in his or her statement of decision set forth the matters required by Code of Civil Procedure Section 632.

13.2 Parties' Express Agreement. Buyer and Seller hereby agree that the provisions contained in Article 13 have been fairly negotiated on an arms-length basis, with both sides agreeing to the same knowingly and being afforded the opportunity to have their respective legal counsel review the matters contained herein. Buyer and Seller agree that this Article 13 constitutes written consent that trial by jury shall be waived in any claim, demand, action, suit, proceeding or other cause of action arising in connection with this Agreement, in accordance with California Code of Civil Procedure Section 631(f)(2), and agree that Buyer and Seller each has the right at any time to submit this Agreement to any court in which any such claim, demand, action, suit, proceeding or other cause of action may be pending to establish the fact of the parties' written consent to waiver of trial by jury.

14. MISCELLANEOUS.

14.1 Survival. Any claim based upon a breach of the representations and warranties in Section 6.1 shall be enforceable only if notice of such claim is given to Seller within one (1) year after the Closing Date. The waivers of claims or rights, the releases and the obligations of Buyer under this Agreement to indemnify, protect, defend and hold harmless Seller and other Seller Parties shall survive the expiration or earlier termination of this Agreement or the Close of Escrow, and so shall all other obligations or agreements of Seller and Buyer which by their nature or by their terms survive.

14.2 Time of Essence. Time is of the essence of this Agreement and each and every provision hereof.

14.3 Submission of Agreement. Submission of this document for examination or signature by Buyer does not constitute an option or offer to sell the Property to Buyer. This document is not effective as a purchase and sale agreement or otherwise until executed and delivered by both Seller and Buyer.

14.4 Binding Effect; Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the heirs, successors and assigns of the parties hereto. Notwithstanding the foregoing, Buyer shall have no right to assign its rights and obligations under this Agreement unless (a) Buyer shall obtain the prior written consent of Seller to such assignment, which consent shall not be unreasonably withheld, (b) Buyer shall not then be in default of any of its obligations under this Agreement, (c) Seller shall have approved the form of assignment, (d) the assignee shall have expressly assumed all of the obligations of Buyer under this Agreement, (e) Buyer shall furnish Seller with evidence acceptable to Seller that the proposed assignee possesses the financial ability to perform Buyer's obligations contemplated by this Agreement, and (f) Buyer shall continue to be primarily liable under this Agreement; provided, however, that, notwithstanding the foregoing to the contrary, Buyer may freely assign its rights and obligations under this Agreement to any parent company, subsidiary or affiliate of Buyer, or to any partnership or other entity to be formed by Buyer for the purpose of acquiring the Property, (each, a "Buyer-related Assignee"), provided that (i) Buyer shall notify Seller of such assignment at least ten (10) days before the Closing Date, (ii) Buyer and the Buyer-related Assignee shall be jointly and severally liable under this Agreement, and (iii) the Buyer-related Assignee shall assume all of Buyer's obligations under this Agreement. Buyer shall not be released of its obligations under this Agreement. Buyer acknowledges and agrees that Seller shall have the right to assign or otherwise convey its rights and/or obligations under this Agreement and/or with respect to the Property without the consent of Buyer, provided that Seller provides written notice of such assignment or conveyance, and the assignee assumes the remaining obligations of Seller under this Agreement. Said assignee shall be substituted as Seller hereunder and shall be entitled to the benefit of and may enforce Buyer's covenants, representations and warranties hereunder as if such assignee were the original Seller hereunder.

14.5 Severability. If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end the provisions of this Agreement are intended to be and shall be severable; provided, however, if such unenforceability or invalidity alters the substance of this Agreement (taken as a whole) so as to deny either party, in a material way, the realization of the intended benefit of its bargain, such party may terminate this Agreement by notice to the other party within thirty (30) days after the final determination.

14.6 Governing Laws. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, without regard to its conflict of law principles.

14.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.8 Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be either personally delivered or transmitted by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx or United Parcel Service, addressed to the parties as follows:

If to SELLER: LS Power Grid California, LLC
16150 Main Circle Dr., Suite 310
Chesterfield, MO 63017
Attn: Jacob Diermann
Email: JDiermann@lspower.com

With concurrent copy to:

LS Power Grid California, LLC
16150 Main Circle Dr., Suite 310
Chesterfield, MO 63017
Attn: Legal Department
Email: LegalNotices@LSPower.com

If to BUYER:

If by registered or certified mail, return receipt requested:

Pacific Gas and Electric Company
300 Lakeside Drive
Oakland, CA 94612-3534
Attn: Jamie Stevens, Land Management
Jamie.Stevens@pge.com

With concurrent copies to:

Pacific Gas and Electric Company
Attn: Law Department
P.O. Box 1018
Oakland CA 94604-1018
Attn: Grant Guerra, Chief Counsel,
Gas and Electric Operations Group
Grant.Guerra@pge.com

If by personal delivery or courier service:

Pacific Gas and Electric Company
300 Lakeside Drive
Oakland, CA 94612-3534
Attn: Jamie Stevens, Land Management
Jamie.Stevens@pge.com

With concurrent copies to:

Pacific Gas and Electric Company
Attn: Law Department
300 Lakeside Drive
Oakland CA 94612-3534
Attn: Grant Guerra, Chief Counsel,
Gas and Electric Operations Group Grant.Guerra@pge.com

The date of any notice or communication shall be deemed to be the date of receipt if delivered personally, or the date of the receipt or refusal of delivery if transmitted by mail or overnight courier. Any party may change the address for notice by giving notice to the other party in accordance with this Section. Seller and Buyer may elect to send copies of any notices or other communications under this Agreement via electronic mail to the email addresses set forth above or such other email addresses as Seller or Buyer may designate, provided that such email notices or communications shall constitute courtesy copies only, and shall not be effective for purposes of providing notice under this Agreement.

14.9 Legal Fees. If either party shall bring an action to enforce its rights under this Agreement, or relating to the interpretation hereof, whether for declaratory or other relief, the prevailing party in any such proceeding shall be entitled to recover from the other party, reasonable attorneys' fees and all costs, expenses and disbursements that the prevailing party incurred in connection with such proceeding and any appeal thereof (including, but not limited to, the reasonable costs of discovery, investigation, preparation for trial, professional or expert consultation and testimony). Without limiting the generality of the foregoing, a party shall be deemed to have prevailed in any such action if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. The costs to which the prevailing party is entitled shall include all costs that are allowable under any applicable statute, including Code of Civil Procedure Sections 1032 and 1033.5, as well as non-statutory costs, including costs of investigation, copying costs, electronic discovery costs, electronic research costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees and costs, travel expenses, court reporter fees, transcripts of court proceedings not ordered by the court, mediator fees and attorneys' fees incurred in discovery, contempt proceedings, and bankruptcy, insolvency, liquidation and reorganization proceedings. The non-prevailing party shall also pay the attorneys' fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. For purposes hereof, the reasonable fees of either party's in-house attorneys who perform services in connection with any such action are recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the city where such in-house attorneys are located with approximately the same number of attorneys as are employed by such party's law department. Any such fees and costs incurred before judgment, award, or decree may be included in any judgment, award or decree entered in such proceeding in favor of the prevailing party. Any such fees, costs and expenses incurred by the prevailing party in enforcing a judgment, award or decree in its favor shall be recoverable separately from and in addition to any other amount included in such judgment, award or decree. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

14.10 [Intentionally Omitted].

14.11 No Personal Liability. Each party expressly agrees that the obligations and liabilities of the other party under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives of such other party. The limitations of liability contained in this Section shall apply equally and inure to the benefit of such other party's present and future officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives, and their respective heirs, successors and assigns.

14.12 Required Actions of Buyer and Seller. Buyer and Seller agree to take such reasonable actions, including acknowledging, delivering or executing instruments and documents, as may be required to effectuate the purposes of this Agreement or to close the purchase and sale of the Property as contemplated herein, except that Seller shall be obligated to provide an Owner's Affidavit only in a customary form so that Title Company will insure Buyer's title at Close of Escrow subject only to the Permitted Exceptions.

14.13 Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

14.14 Interpretation. This Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. The captions in this Agreement are for convenience of reference only and shall not be used to define or interpret any provision hereof. Unless the context clearly requires otherwise, (i) the plural and singular shall each be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall each be deemed to include the others; (iii) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (iv) "and/or" means either or both of the persons, items or circumstances referenced; (v) "include," "includes," and "including" are not intended to be restrictive, and lists following such words shall not be interpreted to be exhaustive or limited to items of the same type as those enumerated; (vi) "days" means calendar days, except if the last day for performance occurs on a Saturday, Sunday, or any legal holiday, then the next succeeding business day shall be the last day for performance, and (vii) "business days" means Monday through Friday, excluding days on which banking institutions in the State of California are authorized or required to close. Except as otherwise provided herein, all time periods measured by days in this Agreement shall be measured by calendar days, except that if the last day in that period is a Saturday, Sunday, or any holiday on which banks in California are closed, then the last day of the period shall be the next succeeding business day.

14.15 Exhibits. The following Exhibits are attached hereto and incorporated by reference into this Agreement:

- Exhibit A – Legal Description of Property
- Exhibit B – Grant Deed
- Exhibit C – Environmental Documents and Other Documents and Disclosures
- Exhibit D – Form of Seller's Certificate

14.16 Electronic Signatures. This Agreement may be executed by electronic signatures (e.g., using DocuSign or e-SignLive) or signatures transmitted in portable document format ("pdf"), and copies of this Agreement executed and delivered by means of electronic or pdf signatures shall have the same force and effect as copies hereof executed and delivered with manually executed original signatures. The parties may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this Agreement as if it were an original manually executed signature page.

14.17 Entire Agreement; Amendment. This Agreement and the exhibits hereto contain the entire understanding of the parties relating to the subject matter hereof and shall supersede any prior written or oral agreements or communications between the parties pertaining to such subject matter. Seller's or Buyer's obligations under this Agreement may not be altered or amended in any respect, except by a writing executed by both Buyer and Seller.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

SELLER:

LS POWER GRID CALIFORNIA, LLC, a Delaware
limited liability company

Casey Carroll Digitally signed by Casey Carroll
Date: 2026.01.16 16:41:36 -06'00'

By: _____

Print Name: Casey Carroll

Its: Vice President

Date: January 16, 2026

BUYER:

PACIFIC GAS AND ELECTRIC COMPANY, a California
corporation

E-SIGNED by Brooke Reilly

By: on 2026-01-21 20:47:24 GMT

Brooke Reilly
Vice President
Land, Environmental & Permitting Services

Date: January 21, 2026

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that certain real property in the City of San Jose, County of Santa Clara, State of California, described as follows:

Being a portion of the 10.624 acres parcel of land described and designated PARCEL ONE in the Lot Line Adjustment permit dated August 12, 1998 and recorded in Document No. 14362802 of Official Records, Santa Clara Records, more particularly described as follows:

Commencing at the found 2-1/2 inch brass disk with punch, stamped LS 6425, in monument well as shown on the Amended Parcel Map filed for record January 23, 2002 in Book 746 of Maps at pages 34-36, Santa Clara County Records, marking the southwesterly terminus of the centerline of Bassett Street, said center line has a course of south 60°33'57" west (north 60°33'57" east for this description) and a distance of 861.43 feet and running thence

- (a) north 35°17'11" west 714.36 feet to a point on the southwesterly prolongation of the southeasterly right of way line of Ryland Street shown upon the Record of Survey entitled "Guadalupe Freeway Unit No. 3" filed for record March 21, 1966 in Book 206 of Maps at page 53, Santa Clara County Records, said southeasterly right of way line has a course of south 68°54'12" west (north 68°53'49" east for this description) said point also being the True Point of Beginning; thence along said southeasterly right of way line
- 1) north 68°53'49" east 216.28 feet; thence leaving said southeasterly right of way line
 - 2) south 21°10'59" east 1.11 feet; thence
 - 3) south 23°49'01" west 16.23 feet; thence
 - 4) south 21°10'59" east 118.19 feet; thence

EXHIBIT B
FORM OF
GRANT DEED

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL THIS DEED
AND TAX STATEMENTS TO:

Pacific Gas and Electric Company
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN(s): _____

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX
\$ _____; CITY TRANSFER TAX \$ _____;

GRANT DEED

FOR VALUE RECEIVED, LS POWER GRID CALIFORNIA, LLC, a Delaware limited liability company (“Grantor”), hereby GRANTS to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“Grantee”), that certain real property (the “Property”) situated in the City of San Jose, County of Santa Clara, State of California, as more particularly described on Exhibit “A” and shown in Exhibit “B” attached hereto and made a part hereof (the “Property”). This Grant Deed hereby incorporates by reference (i) that certain Covenant and Environmental Restriction on Property, dated as of May 9, 2017, by Insight Rail Yard, LLC for the benefit of the California Regional Water Quality Control Board for the San Francisco Bay Region, recorded on May 11, 2017 as Document No. 23646675, Santa Clara County Records (the “Covenant”), and (ii) the “Restrictions” (as defined in the Covenant), all of which shall be binding upon Grantee as owner of a portion of the “Burdened Property” (as defined in the Covenant).

Grantor further grants to Grantee an easement and the right to temporarily use a portion of Grantor’s adjacent property described in Exhibit “C” and shown in Exhibit “D” for the construction, reconstruction, maintenance, and inspection of Grantee’s security perimeter wall and other equipment located on the Property (the “Temporary Construction Easement Area”); provided, Grantee agrees to submit for Grantor’s review, a description and location of the planned activities within the Temporary Construction Easement Area prior to Grantee’s use thereof pursuant to this easement. Grantor shall promptly review such activities and either i) approve, or ii) disapprove with reason(s) for such disapproval (the “Review Process”). This process shall be repeated until Grantor has approved the activities, and such approval shall not be unreasonably withheld, conditioned or delayed. Grantee’s use of the Temporary Construction Easement Area shall (i) occasion the least practicable damage and interference to Grantor’s use thereof; (ii) forever be subordinate to Grantor’s right to use the Temporary Construction Easement Area and (iii) comply with Grantor’s reasonable restrictions and safety requirements provided in writing to Grantee at all times while performing any activities within the Temporary Construction Easement Area.

RESERVING, to Grantor, its successors and assigns the following temporary easements (collectively the “Easement”):

(a) To excavate for, construct, reconstruct, replace, remove, maintain, inspect and use for public utility purposes one 230 kV circuit and communication facilities consisting of a pole with a necessary foundation, crossarms, overhead electric conductors, wires, cables, and associated equipment (the "**Pole Line Facilities**") on and over the area described and designated "Pole Line Easement Area" in Exhibit "E" and shown in Exhibit "F" attached hereto and made a part hereof (the "**Pole Line Easement Area**").

b) To suspend, install, maintain, replace, remove and operate one 230 kV circuit consisting of overhead electrical conductors, wires and cables for the transmission of electric energy and communication purposes (the "**Electric Overhead Facilities**", and together with the Pole Line Facilities, the "**Facilities**") over and across the area described and designated "Electric Overhead Easement Area" in Exhibit "E" and shown in Exhibit "F" ("**Electric Overhead Easement Area**", together with the Pole Line Easement Area, the "**Easement Area**").

Further reserving to Grantor:

(1) the right of ingress to and egress from the Easement Area over and across the Property by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and interference to Grantee;

(2) the right, from time to time, to trim or to cut down, without Grantor paying compensation, any and all trees and brush now or hereafter within the Easement Area, and shall have the further right, from time to time, to trim and cut down trees and brush within the Property, in each case in compliance with applicable local, state and federal laws ("**Applicable Laws**") which now or hereafter in the opinion of Grantor may interfere with or be a hazard to any of the Facilities, or as Grantor deems necessary to comply with Applicable Laws;

(3) the right to use such portion of the Property contiguous and adjacent to the Easement Area as may be reasonably necessary and available in connection with the construction, reconstruction, replacement, removal, maintenance, and inspection of the Facilities; and

(4) the right to mark the location of the Easement Area by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantee shall make of the Easement Area.

SUBJECT TO, the following restrictions and covenants:

(a) As to any access within the area of Grantee's security perimeter on the Property from time to time (the "**Secured Area**"), as to such area, (i) Grantor shall not access or perform any activities or work within the Secured Area except as necessary for the construction, operation, maintenance of the Facilities, and shall use commercially reasonable efforts to minimize access to

the Secured Area and use alternative areas within the Easement Area where feasible; (ii) Grantor shall provide written notice at least three (3) business days prior to accessing the Secured Area, except in the event of an emergency where such prior notice is not reasonably practicable; (iii) Grantor shall not access the Secured Area unless (A) at least one agent or representative of Grantee accompanies Grantor at all times during such access, which Grantee will coordinate in its reasonable discretion following its receipt of such written notice, or (B) Grantee expressly agrees in writing that such accompaniment by an agent or representative of Grantee is not required for the applicable scope of work or during the applicable time period; (iv) Grantor shall comply with Grantee's generally applicable restrictions and safety requirements at all times while performing any activities within the Secured Area; and (v) Grantor shall only use the areas in the Secured Area that Grantee may reasonably designate as available for Grantor's purposes from time to time.

(b) Promptly following each instance of Grantor's access of the Property from time to time, Grantor shall (i) remove from the Property all of its equipment and property, and any trash or debris resulting from Grantor's activities, and (ii) repair and restore the Property to a condition so as to repair any damage thereto caused by Grantor.

Grantee hereby covenants and agrees not to:

(1) place or construct any building, well, or other obstruction within the Easement Area; excepting therefrom any i) electric and fiber facilities, fences, wall structure (which, for clarity includes, without limitations, those that cross Grantor's current facilities), and other improvements located within a portion of the Easement Area at the approximate locations shown on Grantee's drawing titled General Arrangement Outdoors, Station B San Jose, labeled "SKETCH-SJB" and "REV 1", dated January 9, 2026, as delivered to Grantor on such date, and ii) future electric and fiber facilities and other substation-related improvements within the Easement Area approved in writing by Grantor (which such approval shall not be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, this covenant shall not apply to or otherwise restrict Grantee's ability to install within the Easement Area improvements that are underground or approximately flush with the final constructed grade;

(2) substantially diminish or add to the ground level with the Easement Area after the conclusion of Grantee's construction of the Gas-Insulated Substation facilities and other improvements on the Property, it being understood that "ground level" shall mean the final grade existing at the conclusion of such construction;

(3) store or deposit rubbish, debris, flammable or combustible substances or material within the Easement Area;

(4) plant any tree, brush, vine, or other vegetation within the Easement Area; and

(5) allow or authorize any third party to perform any of the activities prohibited herein.

Grantee acknowledges that the Property is subject to certain exclusive easements held by Union Pacific Railroad Company (“UPRC”), as more particularly set forth in that certain Quitclaim Deed made by UPRC to Insight Rail Yard, LLC, a California limited liability company, dated June 29, 2015 and recorded on July 1, 2015 as Document No. 23005096, Santa Clara County Records (“**Quitclaim Deed**”). Grantee hereby agrees to design and install, and/or construct and thereafter maintain its facilities on the Property to reduce or limit the “Permitted Effects” as set forth in the Quitclaim Deed, and Grantee agrees to reasonably cooperate with Grantor to the extent required to facilitate compliance with the Quitclaim Deed. Grantee acknowledges the location of the railroad operations on the “Railroad Easement Area” described in the Quitclaim Deed. Grantee acknowledges the existence of the “Permitted Effects” as set forth in the Quitclaim Deed and hereby agrees to construct and maintain its facilities to reduce or limit such “Permitted Effects”. Grantee agrees, for the benefit of UPRC and Grantor, to comply with the applicable covenants set forth in the Quitclaim Deed.

The Pole Line Easement shall automatically terminate upon the retirement and permanent removal of the Pole Line Facilities. The Electric Overhead Easement shall automatically terminate upon the permanent relocation of the Electric Overhead Facilities outside of the Electric Overhead Facilities Easement Area. Upon the termination of both the Pole Line Easement and the Electric Overhead Easement, Grantor shall execute and deliver a quitclaim deed or such other instrument, in a form reasonably acceptable to Grantee, to extinguish the Pole Line Easement and the Electric Overhead Easement from record title.

The provisions hereof shall insure of the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the Property.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the date of the acknowledgement below, but to be effective on this ____ day of _____, 20__.

LS POWER GRID CALIFORNIA, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[Signature Page to Grant Deed]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)

County of _____)

On _____, 20____, before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

Description of Property

[Legal Description to be inserted]

San Jose B Substation Expansion
LS Power Grid California, LLC
Grant Deed
LD# 2207-01-10156

**GRANT DEED
EXHIBIT "A"**

All that certain real property in the City of San Jose, County of Santa Clara, State of California, described as follows:

Being a portion of the 10.624 acres parcel of land described and designated PARCEL ONE in the Lot Line Adjustment permit dated August 12, 1998 and recorded in Document No, 14362802 of Official Records, Santa Clara Records, more particularly described as follows:

Commencing at the found 2-1/2 inch brass disk with punch, stamped LS 6425, in monument well as shown on the Amended Parcel Map filed for record January 23, 2002 in Book 746 of Maps at pages 34-36, Santa Clara County Records, marking the southwesterly terminus of the centerline of Bassett Street, said center line has a course of south 60°33'57" west (north 60°33'57" east for this description) and a distance of 861.43 feet and running thence

- (a) north 35°17'11" west 714.36 feet to a point on the southwesterly prolongation of the southeasterly right of way line of Ryland Street shown upon the Record of Survey entitled "Guadalupe Freeway Unit No. 3" filed for record March 21, 1966 in Book 206 of Maps at page 53, Santa Clara County Records, said southeasterly right of way line has a course of south 68°54'12" west (north 68°53'49" east for this description) said point also being the **True Point of Beginning**; thence along said southeasterly right of way line
- 1) north 68°53'49" east 216.28 feet; thence leaving said southeasterly right of way line
 - 2) south 21°10'59" east 1.11 feet; thence
 - 3) south 23°49'01" west 16.23 feet; thence
 - 4) south 21°10'59" east 118.19 feet; thence

- 5) south 49°02'21" west 48.73 feet; thence
- 6) south 69°18'35" west 163.41 feet; thence
- 7) north 19°25'57" west 146.23 feet to the **True Point of Beginning**.

Containing 30,111 more or less square feet of land.

The foregoing description is based on a survey made by Pacific Gas & Electric Company in June 2024. The basis of bearings used is based on a course in the center line of Bassett Street which course according to the Amended Parcel Map filed for record January 23, 2002 in Book 746 of Maps at pages 34-36, Santa Clara County Records, which course as shown on said map has a bearing of south 60°33'57" west and a distance of 861.43 feet.

Prepared by:
Pacific Gas and Electric Company



Jason D. Fong, PLS 9170 7/30/2025
Date



EXHIBIT "B"

Depiction of the Property

[Plat to be Inserted]

RANCHO PUEBLO LANDS OF SAN JOSE
(T.7S.,R.1E.,S¼ OF THE NE¼ SEC. 7 M.D.B.&M.)

LEGEND

- - SUBJECT PARCEL LINE
- — — - PG&E EASEMENT LINE
- - PG&E EASEMENT CENTERLINE
- - PG&E FEE PARCEL LD#2207-01-10156
- - CENTERLINE OF STREET
- ⊙ - FOUND 2½ INCH BRASS DISK AS NOTED
W/PUNCH IN MON. BOX. AS NOTED
- R1 - PARCEL MAP, BOOK 902 OF MAPS PAGE 52;
RECORDED APRIL 11, 2016
SANTA CLARA COUNTY RECORDS
- TPOB - TRUE POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT

PARCEL INFO

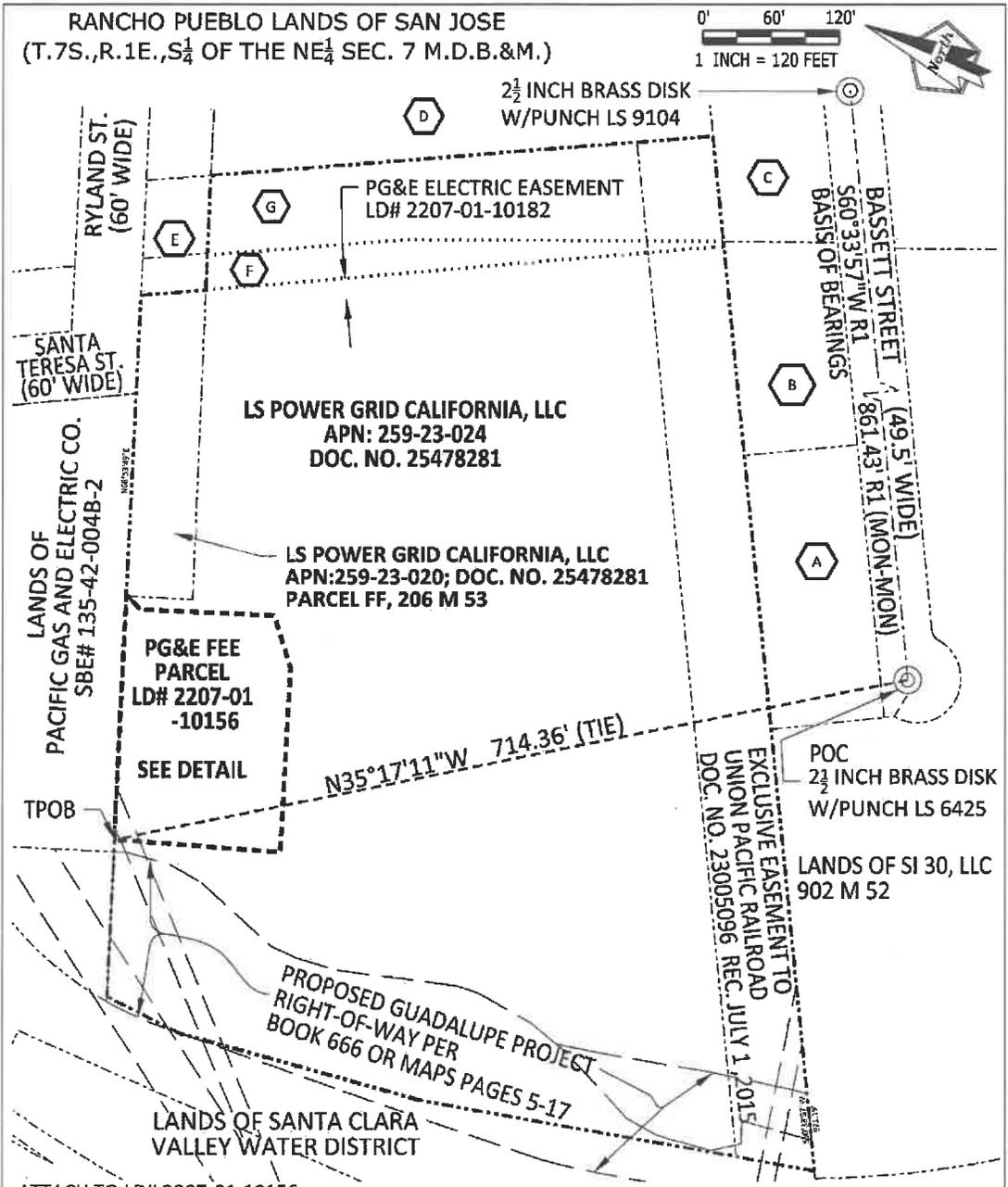
- A - WESTBURY DOWNTOWN LLC
APN: 259-23-025
- B - WESTBURY PARK LLC
APN: 259-23-023
- C - STATE OF CALIFORNIA
APN: 259-23-026
- D - FOUNTAIN PLAZA INVESTORS
APN: 259-51-004
- E - STATE OF CALIFORNIA
APN: 259-23-021
- F - EASEMENT TO STATE OF CALIFORNIA
BOOK J234 O.R. PAGE 288
- G - EASEMENT TO STATE OF CALIFORNIA
DOC. NO. 16626600



ATTACH TO LD# 2207-01-10156

UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR
ALONG ALL BOUNDARIES OR LINES

AUTHORIZATION 74053061		EXHIBIT B - GRANT DEED SAN JOSE STATION B EXPANSION SAN JOSE, CALIFORNIA PACIFIC GAS AND ELECTRIC COMPANY Oakland California		JCN	01-24-020
BY	WBP2			AREA	AREA 3, SAN JOSE
DR	KCBI	COUNTY			SANTA CLARA
CH	J6F9	SCALE			N/A
O.K.	J6F9	SHEET NO.		1	OF 3
DATE	4/11/2025	DRAWING NUMBER		L-10718	CHANGE
					2



ATTACH TO LD# 2207-01-10156
UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG ALL BOUNDARIES OR LINES

AUTHORIZATION 74053061	
BY	WBP2
DR	KCBI
CH	J6F9
O.K.	J6F9
DATE	4/11/2025

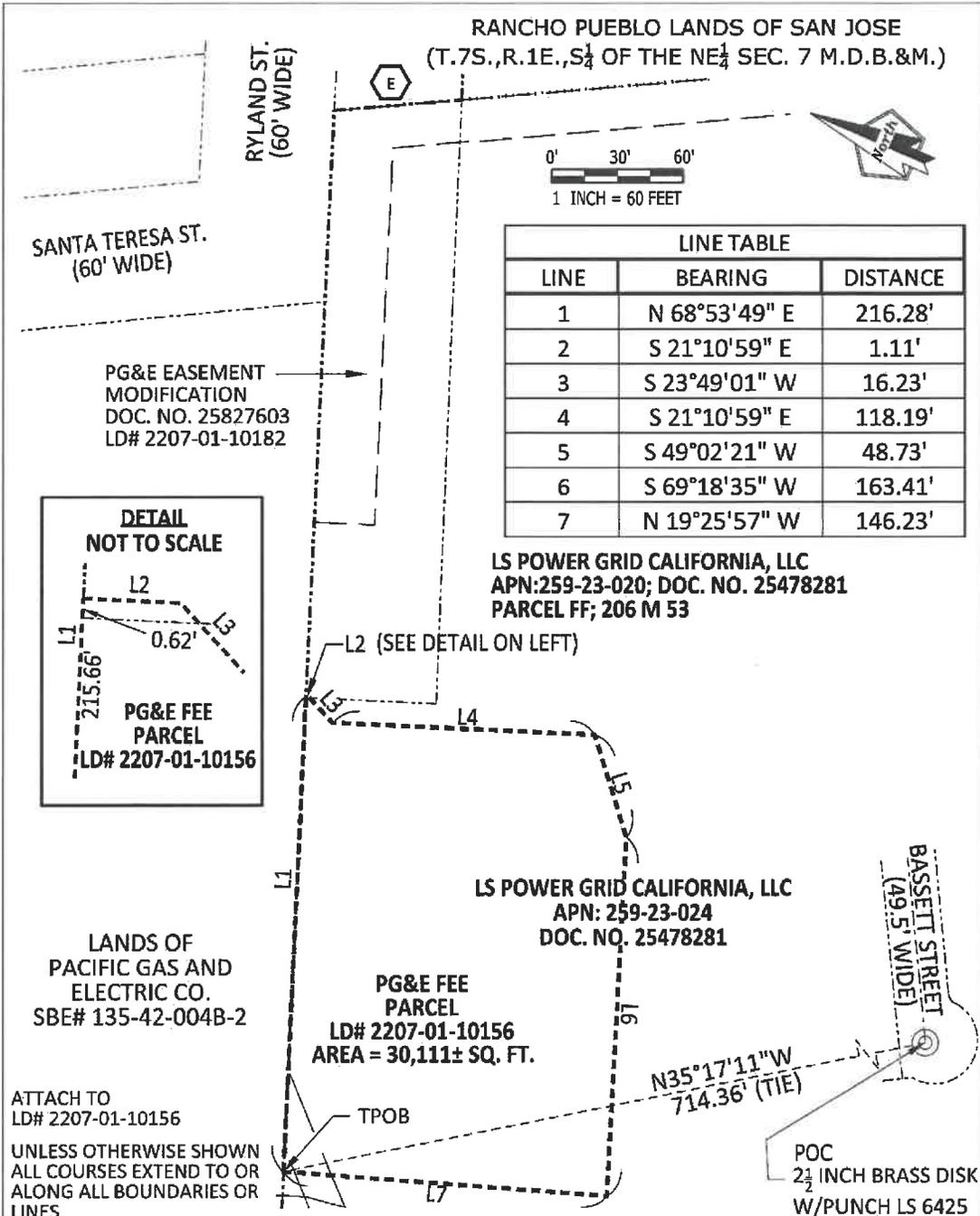
EXHIBIT B - GRANT DEED
SAN JOSE STATION B EXPANSION
SAN JOSE, CALIFORNIA
PACIFIC GAS AND ELECTRIC COMPANY
Oakland California



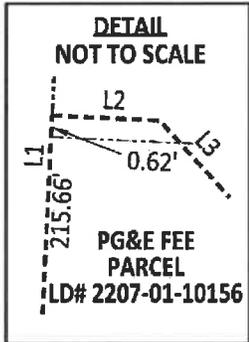
JCN	01-24-020	
AREA	AREA 3, SAN JOSE	
COUNTY	SANTA CLARA	
SCALE	1 INCH = 120 FEET	
SHEET NO.	2	OF 3
DRAWING NUMBER	L-10718	CHANGE
		2

Exhibit B

RANCHO PUEBLO LANDS OF SAN JOSE
(T.7S.,R.1E.,S $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ SEC. 7 M.D.B.&M.)



LINE TABLE		
LINE	BEARING	DISTANCE
1	N 68°53'49" E	216.28'
2	S 21°10'59" E	1.11'
3	S 23°49'01" W	16.23'
4	S 21°10'59" E	118.19'
5	S 49°02'21" W	48.73'
6	S 69°18'35" W	163.41'
7	N 19°25'57" W	146.23'



LS POWER GRID CALIFORNIA, LLC
APN: 259-23-020; DOC. NO. 25478281
PARCEL FF; 206 M 53

LS POWER GRID CALIFORNIA, LLC
APN: 259-23-024
DOC. NO. 25478281

LANDS OF
PACIFIC GAS AND
ELECTRIC CO.
SBE# 135-42-004B-2

PG&E FEE
PARCEL
LD# 2207-01-10156
AREA = 30,111± SQ. FT.

ATTACH TO
LD# 2207-01-10156
UNLESS OTHERWISE SHOWN
ALL COURSES EXTEND TO OR
ALONG ALL BOUNDARIES OR
LINES

POC
2 1/2 INCH BRASS DISK
W/PUNCH LS 6425

AUTHORIZATION
74053061
BY WBP2
DR KCB1
CH J6F9
O.K. J6F9
DATE 4/11/2025

EXHIBIT B - GRANT DEED
SAN JOSE STATION B EXPANSION
SAN JOSE, CALIFORNIA
PACIFIC GAS AND ELECTRIC COMPANY
Oakland California



JCN 01-24-020
AREA AREA 3, SAN JOSE
COUNTY SANTA CLARA
SCALE 1 INCH = 60 FEET
SHEET NO. 3 OF 3
DRAWING NUMBER L-10718
CHANGE 2

EXHIBIT "C"

Description of the Temporary Construction Easement Area

[Legal Description to be Inserted]

EXHIBIT "C"

All that certain real property in the City of San Jose, County of Santa Clara, State of California, described as follows:

Being a portion of the 10.624 acres parcel of land described and designated PARCEL ONE in the Lot Line Adjustment permit dated August 12, 1998 and recorded in Document No. 14362802 of Official Records, Santa Clara Records, more particularly described as follows:

A strip of land of the uniform width of 30 feet lying contiguous to and southwesterly, southeasterly, and northeasterly of the following described lines, more particularly described as follows:

Commencing at the found 2-1/2 inch brass disk with punch, stamped LS 6425, in monument well as shown on the Parcel Map filed for record April 11, 2016 in Book 902 of Maps at pages 52-55, Santa Clara County Records, marking the southwesterly terminus of the centerline of Bassett Street, said center line has a course of south $60^{\circ}33'57''$ west (north $60^{\circ}33'57''$ east for this description) and a distance of 861.43 feet and running thence

(a) north $35^{\circ}17'11''$ west 714.36 feet to a point on the southwesterly prolongation of Ryland Street; said point also being the **True Point of Beginning** and running along the following six (6) courses.

- 1) south $19^{\circ}25'57''$ east 146.23 feet; thence
- 2) north $69^{\circ}18'35''$ east 163.41 feet; thence
- 3) north $49^{\circ}02'21''$ east 48.73 feet; thence
- 4) north $21^{\circ}10'59''$ west 118.19 feet; thence
- 5) north $23^{\circ}49'01''$ east 16.23 feet; thence
- 6) north $21^{\circ}10'59''$ west 1.11 feet to a point on said southwesterly prolongation of Ryland Street.

Containing 16,518 more or less square feet of land.

The foregoing descriptions are based on a survey made by Pacific Gas and Electric Company May 2024. The basis of bearing for this description is based upon the found 2½-inch brass disk with punch stamped LS 6425 in monument box and 2½-inch brass disk with punch stamped LS 9104 in monument box marking the termini of course in the monument line on Bassett Street as shown upon the Parcel Map filed for record on April 11, 2016 in Book 902 of Maps at pages 52-55, Santa Clara County Records, said monument line has a course of south 60°33'57" west and a distance of 861.43 feet.

Prepared by:
Pacific Gas and Electric Company



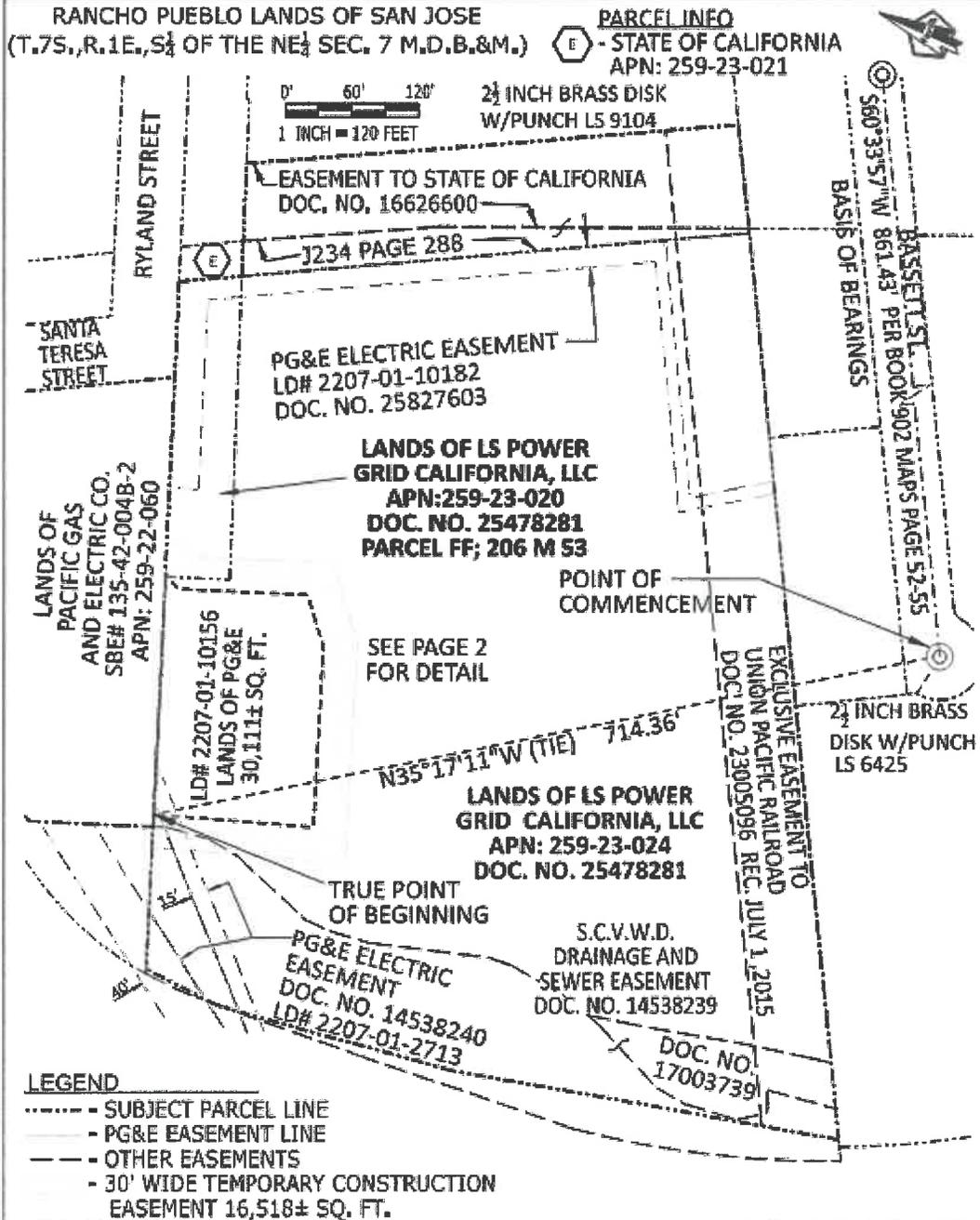
Jason D. Fong, PLS 9170 12/11/2025
Date



EXHIBIT "D"

Depiction of the Temporary Construction Easement Area

[Plat to be Inserted]



LEGEND

- - - - - SUBJECT PARCEL LINE
- - - - - PG&E EASEMENT LINE
- - - - - OTHER EASEMENTS
- - - - - 30' WIDE TEMPORARY CONSTRUCTION EASEMENT 16,518± SQ. FT.

AUTHORIZATION 74053061	
BY	WBP2
DR	KCBI
CH	J6F9
Q.K.	J6F9
DATE	11/5/2025

EXHIBIT D
**SAN JOSE STATION B EXPANSION
WALL MAINTENANCE EASEMENT**
SAN JOSE, CALIFORNIA

PACIFIC GAS AND ELECTRIC COMPANY
Oakland California

ACR	02-26-020
AREA	AREA 3 SAN JOSE
COUNTY	SANTA CLARA
SCALE	1 INCH = 120 FEET
SHEET NO.	1 OF 2
DRAWING NUMBER	CHANGE
L-10818	1

Exhibit B



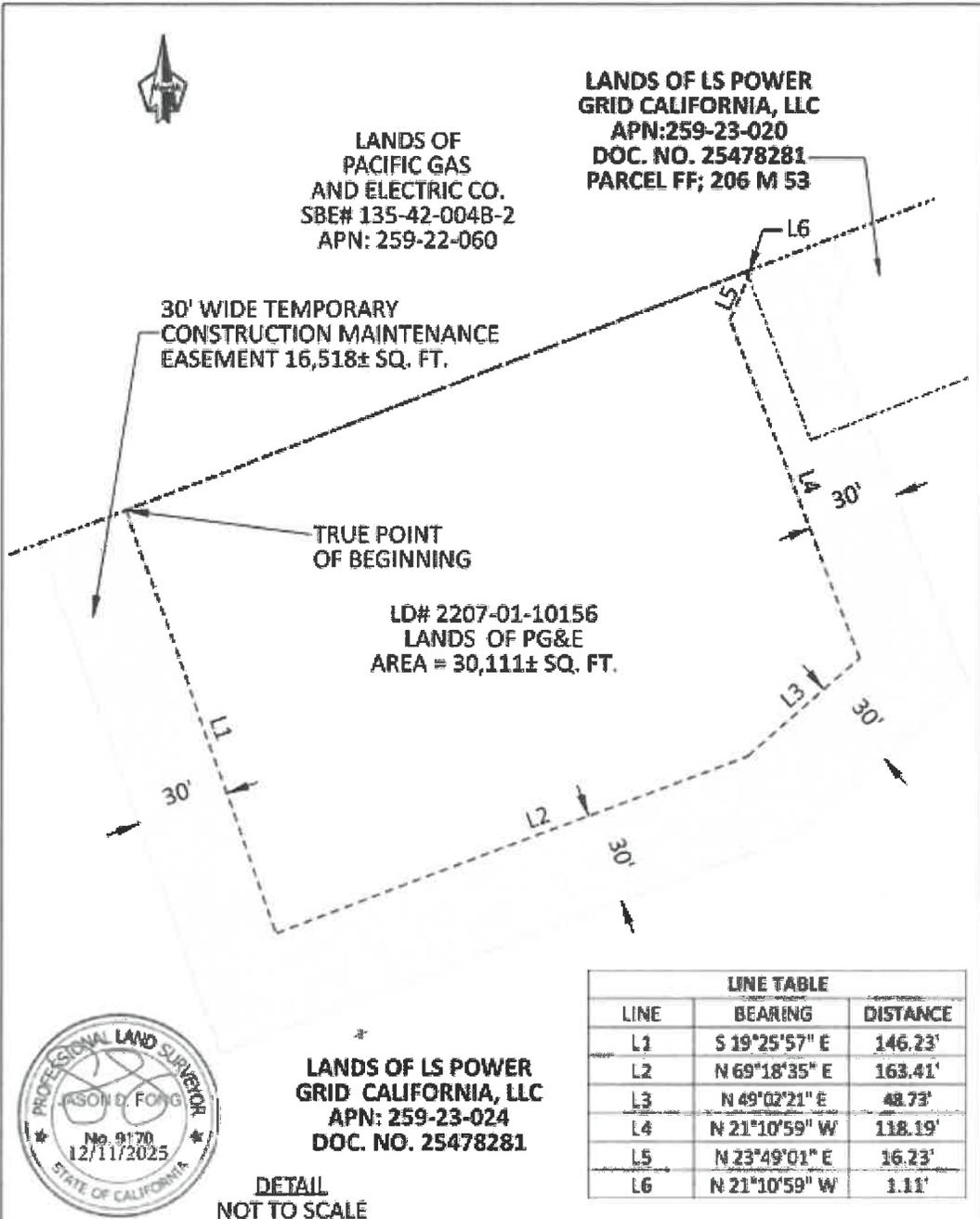
LANDS OF LS POWER
GRID CALIFORNIA, LLC
APN: 259-23-020
DOC. NO. 25478281
PARCEL FF; 206 M 53

LANDS OF
PACIFIC GAS
AND ELECTRIC CO.
SBE# 135-42-004B-2
APN: 259-22-060

30' WIDE TEMPORARY
CONSTRUCTION MAINTENANCE
EASEMENT 16,518± SQ. FT.

TRUE POINT
OF BEGINNING

LD# 2207-01-10156
LANDS OF PG&E
AREA = 30,111± SQ. FT.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 19°25'57" E	146.23'
L2	N 69°18'35" E	163.41'
L3	N 49°02'21" E	48.73'
L4	N 21°10'59" W	118.19'
L5	N 23°49'01" E	16.23'
L6	N 21°10'59" W	1.11'



LANDS OF LS POWER
GRID CALIFORNIA, LLC
APN: 259-23-024
DOC. NO. 25478281

DETAIL
NOT TO SCALE

AUTHORIZATION
74053061

BY WBP2
DR KCB1
CH J6F9
O.K. J6F9
DATE 11/5/2025

EXHIBIT D
SAN JOSE STATION B EXPANSION
WALL MAINTENANCE EASEMENT
SAN JOSE, CALIFORNIA

PACIFIC GAS AND ELECTRIC COMPANY
Oakland California



JCN 01-24-020
AREA AREA 2 SAN JOSE
COUNTY SANTA CLARA
SCALE N/A

SHEET NO. 2 OF 2
DRAWING NUMBER L-10818
CHANGE 1

EXHIBIT "E"

Description of the Easement Area

[Legal Description to be Inserted]

San Jose B Substation Expansion
LS Power Easement Reservation

EXHIBIT "E"

All that certain real property in the City of San Jose, County of Santa Clara, State of California, described as follows:

Being a portion of the 10.624 acres parcel of land described and designated PARCEL ONE in the Lot Line Adjustment permit dated August 12, 1998 and recorded in Document No, 14362802 of Official Records, Santa Clara Records, more particularly described as follows:

POLE LINE EASEMENT AREA

Commencing at the found 2-1/2 inch brass disk with punch, stamped LS 6425, in monument well as shown on the Parcel Map filed for record April 11, 2016 in Book 902 of Maps at pages 52-55, Santa Clara County Records, marking the southwesterly terminus of the centerline of Bassett Street, said center line has a course of south 60°33'57" west (north 60°33'57" east for this description) and a distance of 861.43 feet and running thence

- (a) north 35°17'11" west 714.36 feet to a point on the southwesterly prolongation of the southeasterly right of way line of Ryland Street shown upon the Record of Survey entitled "Guadalupe Freeway Unit No. #3" filed for record March 21, 1966 in Book 206 of Maps at page 53, Santa Clara County Records, said southeasterly right of way line has a course of south 68°54'12" west (north 68°53'49" east for this description) thence along said prolongation of southeasterly right of way line, thence leaving said prolongation of southeasterly right of way line
- (b) south 19°25'57" east 76.26 feet; to the **True Point of Beginning**; thence
 - 1) north 69°18'35" east 43.49 feet; thence
 - 2) south 20°50'33" east 69.98 feet; to a point herein for convenience called POINT "A"; thence

- 3) south 69°18'35" west 45.21 feet; thence
- 4) north 19°25'57" west 70.00 feet to the **True Point of Beginning**.

Containing 3,104 more or less square feet of land.

ELECTRIC OVERHEAD EASEMENT AREA

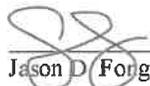
Beginning at said Point "A", and running along the northeasterly boundary line of said POLE LINE EASEMENT AREA

- 1) north 20°50'33" west 11.97 feet; thence
- 2) north 64°27'30" east 164.46 feet; thence
- 3) south 21°10'59" east 9.00 feet; thence
- 4) south 49°02'21" west 48.73 feet; thence
- 5) south 69°18'35" west 118.20 feet to the Point of Beginning.

Containing 2,717 more or less square feet of land.

The foregoing descriptions are based on a survey made by Pacific Gas and Electric Company May 2024. The basis of bearing for this description is based upon the found 2½-inch brass disk with punch stamped LS 6425 in monument box and 2½-inch brass disk with punch stamped LS 9104 in monument box marking the termini of course in the monument line on Bassett Street as shown upon the Parcel Map filed for record on April 11, 2016 in Book 902 of Maps at pages 52-55, Santa Clara County Records, said monument line has a course of south 60°33'57" west and a distance of 861.43 feet.

Prepared by:
Pacific Gas and Electric Company



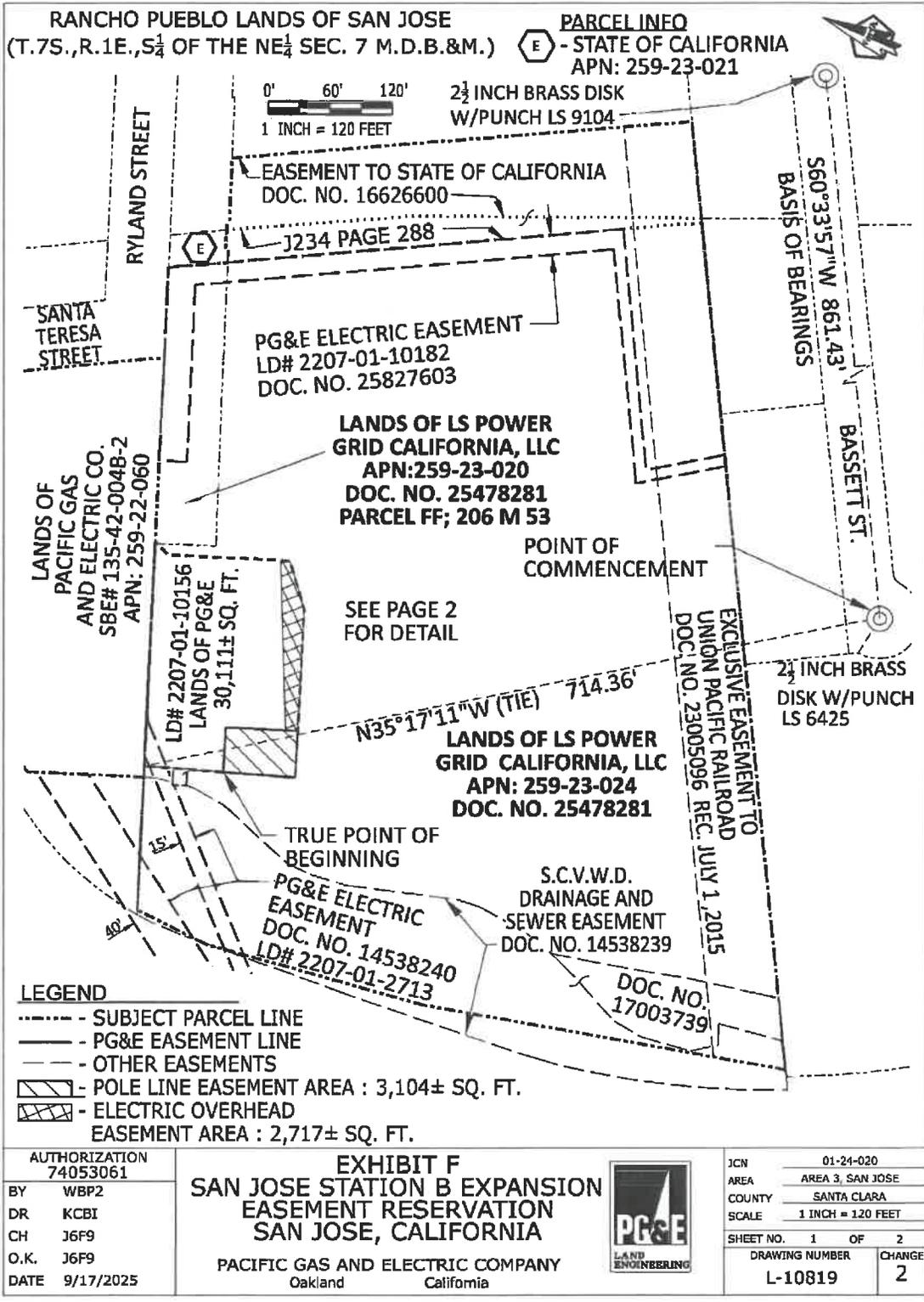
Jason D. Fong, PLS 9170 12/11/2025
Date



EXHIBIT "F"

Depiction of the Easement Area

[Plat to be Inserted]



RANCHO PUEBLO LANDS OF SAN JOSE
(T.7S.,R.1E.,S¼ OF THE NE¼ SEC. 7 M.D.B.&M.)

PARCEL INFO
 E - STATE OF CALIFORNIA
 APN: 259-23-021

0' 60' 120'
 1 INCH = 120 FEET

2½ INCH BRASS DISK
 W/PUNCH LS 9104

EASEMENT TO STATE OF CALIFORNIA
 DOC. NO. 16626600

J234 PAGE 288

PG&E ELECTRIC EASEMENT
 LD# 2207-01-10182
 DOC. NO. 25827603

LANDS OF LS POWER
 GRID CALIFORNIA, LLC
 APN: 259-23-020
 DOC. NO. 25478281
 PARCEL FF; 206 M 53

POINT OF
 COMMENCEMENT

SEE PAGE 2
 FOR DETAIL

LANDS OF
 PACIFIC GAS
 AND ELECTRIC CO.
 SBE# 135-42-0048-2
 APN: 259-22-060

LD# 2207-01-10156
 LANDS OF PG&E
 30,111± SQ. FT.

N35°17'11"W (TIE) 714.36'

LANDS OF LS POWER
 GRID CALIFORNIA, LLC
 APN: 259-23-024
 DOC. NO. 25478281

EXCLUSIVE EASEMENT TO
 UNION PACIFIC RAILROAD
 DOC. NO. 23005096 REC. JULY 1, 2015

2½ INCH BRASS
 DISK W/PUNCH
 LS 6425

TRUE POINT OF
 BEGINNING

S.C.V.W.D.
 DRAINAGE AND
 SEWER EASEMENT
 DOC. NO. 14538239

PG&E ELECTRIC
 EASEMENT
 DOC. NO. 14538240
 LD# 2207-01-2713

DOC. NO.
 17003739

LEGEND

- SUBJECT PARCEL LINE
- PG&E EASEMENT LINE
- OTHER EASEMENTS
- ▨ - POLE LINE EASEMENT AREA : 3,104± SQ. FT.
- ▨ - ELECTRIC OVERHEAD EASEMENT AREA : 2,717± SQ. FT.

AUTHORIZATION 74053061	
BY	WBP2
DR	KCBI
CH	J6F9
O.K.	J6F9
DATE	9/17/2025

EXHIBIT F
SAN JOSE STATION B EXPANSION
EASEMENT RESERVATION
SAN JOSE, CALIFORNIA
 PACIFIC GAS AND ELECTRIC COMPANY
 Oakland California



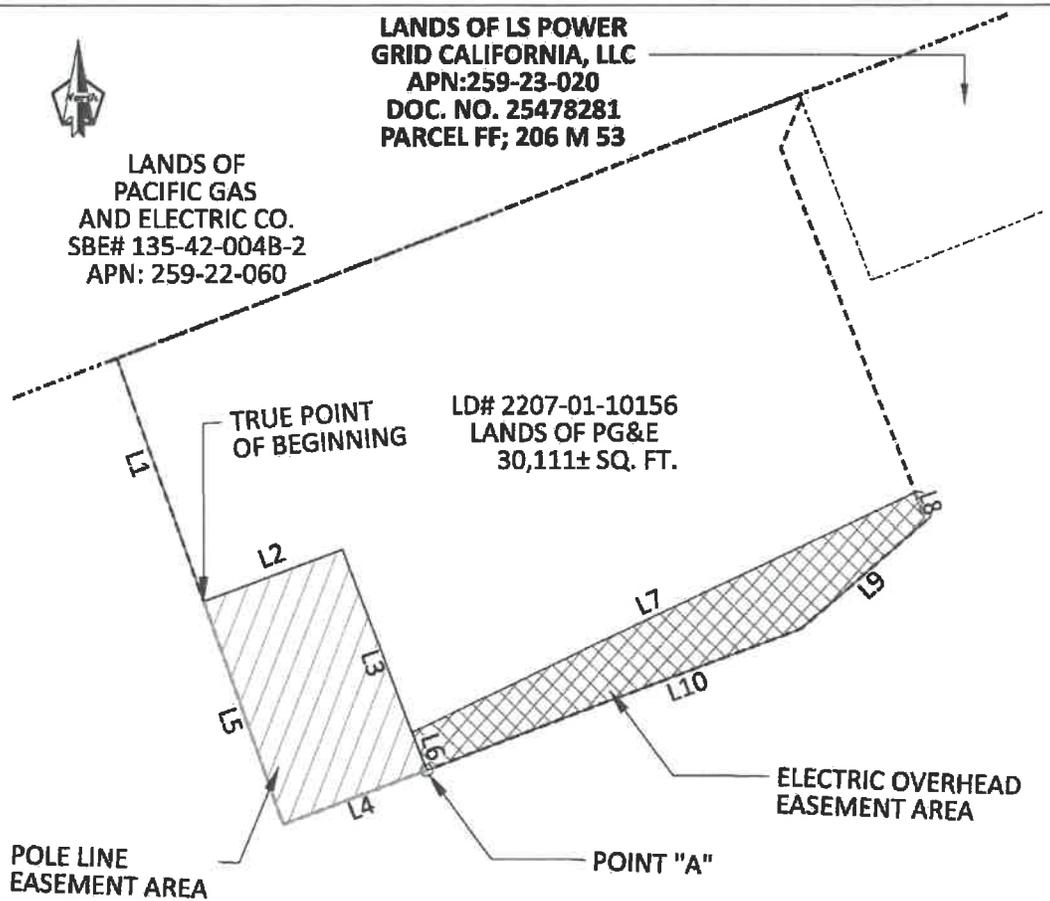
JCN	01-24-020	
AREA	AREA 3, SAN JOSE	
COUNTY	SANTA CLARA	
SCALE	1 INCH = 120 FEET	
SHEET NO.	1	OF 2
DRAWING NUMBER	L-10819	
CHANGE	2	



**LANDS OF LS POWER
GRID CALIFORNIA, LLC**
APN:259-23-020
DOC. NO. 25478281
PARCEL FF; 206 M 53

**LANDS OF
PACIFIC GAS
AND ELECTRIC CO.**
SBE# 135-42-004B-2
APN: 259-22-060

LD# 2207-01-10156
LANDS OF PG&E
30,111± SQ. FT.



**POLE LINE
EASEMENT AREA**

POINT "A"

**ELECTRIC OVERHEAD
EASEMENT AREA**

**LANDS OF LS POWER
GRID CALIFORNIA, LLC**
APN: 259-23-024
DOC. NO. 25478281

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 19°25'57" E	76.26'
L2	N 69°18'35" E	43.49'
L3	S 20°50'33" E	69.98'
L4	S 69°18'35" W	45.21'
L5	N 19°25'57" W	70.00'
L6	N 20°50'33" W	11.97'
L7	N 64°27'30" E	164.46'
L8	S 21°10'59" E	9.00'
L9	S 49°02'21" W	48.73'
L10	S 69°18'35" W	118.20'



**DETAIL
NOT TO SCALE**

AUTHORIZATION
74053061
BY WBP2
DR KCB1
CH J6F9
O.K. J6F9
DATE 9/17/2025

EXHIBIT F
**SAN JOSE STATION B EXPANSION
EASEMENT RESERVATION
SAN JOSE, CALIFORNIA**
PACIFIC GAS AND ELECTRIC COMPANY
Oakland California



JCN 01-24-020
AREA AREA 3, SAN JOSE
COUNTY SANTA CLARA
SCALE N/A
SHEET NO. 2 OF 2
DRAWING NUMBER CHANGE
L-10819 2

EXHIBIT C

ENVIRONMENTAL DOCUMENTS AND OTHER DOCUMENTS AND DISCLOSURES

San Jose, Santa Clara County
APN: 259-23-020 and 259-23-024

ENVIRONMENTAL DOCUMENTS			
Environmental documents provided to Buyer:			
Document Date	Document Name	Author	File Reference

OTHER DOCUMENTS:			
Other documents provided to Buyer:			
Document Date	Document Name	Author	File Reference

SELLER'S REPRESENTATIONS AND WARRANTIES	
The representations and warranties of Seller set forth in Section 6.1 are modified by the following disclosures:	
Section 6.1(c)	
Section 6.1(d)	
Section 6.1(e)	

EXHIBIT D

FORM OF SELLER'S CERTIFICATE

THIS SELLER'S CERTIFICATE is made this ___ day of _____, 202_, by LS POWER GRID CALIFORNIA, LLC, a Delaware limited liability company ("Seller").

Seller intends to sell that certain land located in the City of San Jose, County of Santa Clara, State of California to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, pursuant to that certain Purchase and Sale Agreement dated _____, 202_ (the "Purchase Agreement"). Capitalized terms used in this Seller's Certificate shall have the respective meanings given to them in the Purchase Agreement.

Seller hereby certifies and reaffirms that all representations and warranties of Seller set forth in Section 6.1 of the Purchase Agreement are true and correct as of the Close of Escrow, as if made on such date, except for:

IN WITNESS WHEREOF, Seller has executed this Seller's Certificate as of the date hereof.

SELLER:

LS POWER GRID CALIFORNIA, LLC, a Delaware limited liability company

By: _____

Print Name: _____

Its: _____

ATTACHMENT B
Fair Market Value Determination Details

Attachment B: Fair Market Value Determination Details

Area	Value	Area (sq. ft.)	Rate (\$ / sq. ft.)
Full Parent Tract Purchase by LSPGC	\$ 56,500,000	462,558	
<i>(subtracting)</i> Total Encumbered Area	\$ 9,569,511	168,687	
Unencumbered Area	\$ 46,930,489	293,871	\$ 159.70

Encumbered Area	Unencumbered Area Rate (\$ / sq. ft.)	Encumbrance Valuation Factor	Encumbered Rate (\$ / sq. ft.)	Area (sq. ft.)	Value
Union Pacific Exclusive Easement	\$ 159.70	10%	\$ 15.97	61,052	\$ 974,986
Caltrans Easements	\$ 159.70	50%	\$ 79.85	38,314	\$ 3,059,327
Valley Water Easements	\$ 159.70	50%	\$ 79.85	54,477	\$ 4,349,923
PG&E Distribution Easement	\$ 159.70	50%	\$ 79.85	14,844	\$ 1,185,275
Total Encumbered Area				168,687	\$ 9,569,511

**Easements overlapping Union Pacific easement counted only towards Union Pacific easement area*

Property (Unencumbered) to be Transferred	Rate (\$ / sq. ft.)	Area (sq. ft.)	Property Value
Property	\$ 159.70	30,111	\$ 4,808,654

ATTACHMENT C
Tribal Lands Transfer Policy Documentation

Notice Letters from LS Power Grid California, LLC



Via USPS Certified Mail with Return Receipt Requested and E-mail

September 9, 2025

Re: Notice of Proposed Real Property Disposition – Right of First Offer
Portions of Unaddressed Parcel 259-23-024 (Parent Tract) in San Jose, California

Dear Tribal Leader:

In compliance with the Tribal Land Transfer Policy of the California Public Utilities Commission (CPUC), LS Power Grid California, LLC (LSPGC) is notifying you of its intent to sell an approximately 0.69 acre portion (the Parcel) of the Parent Tract located adjacent to the San Jose B substation of Pacific Gas and Electric Company (PG&E). According to a record search of the California Native American Heritage Commission's Sacred Lands File, the Parcel is in the area of your Tribe's ancestral territory. Under the CPUC's Tribal Land Transfer Policy, Tribes are provided a right of first offer on dispositions of property by certain public utilities like LSPGC before the public utility may put the property on the market, subject to certain exceptions. The purpose of this letter is to notify the Tribe of its right of first offer on this Parcel and to ask the Tribe to contact LSPGC if it is interested in purchasing the Parcel. Notwithstanding the foregoing, this transfer of real property by LSPGC to PG&E in this case is necessary to achieve LSPGC and PG&E operational requirements, as detailed further in this letter.

The Parcel covers about 30,111 square feet of previously disturbed land, bounded to the east, south, and west by property of LSPGC and to the north by PG&E's San Jose B substation. The Parcel is currently subject to a 10-foot wide easement held by PG&E near its northern boundary. Enclosed is additional information about the Parcel for your review.

LSPGC purchased the Parent Tract as the proposed site for LSPGC's new electric transmission facility connecting to the San Jose B substation. For the purpose of transparency, LSPGC is not placing the Parcel on the market for prospective buyers at large but rather LSPGC is intending to sell the Parcel to PG&E to achieve LSPGC and PG&E operational requirements. Specifically, LSPGC is required by the state's independent grid operator, California Independent System Operator, to interconnect LSPGC's new electric transmission facility to PG&E's San Jose B substation to meet federal electric grid reliability needs. PG&E needs to efficiently and time-effectively rebuild and expand its San Jose B substation to facilitate the interconnection and to meet reliability and service requirements in the San Jose area, which can only be accomplished through the use of the Parcel.

LSPGC expects that the property will be transferred at a value to reimburse its ratepayers for LSPGC's recent purchase of the Parent Tract and that the sale will be conditioned upon reasonable agreement by the purchaser to use the Parcel for electric utility purposes, in order to fulfill LSPGC's



and PG&E's operational requirements. Any agreement for the sale of the Parcel will be conditioned on receiving the CPUC's approval.

If the Tribe is interested in learning more about or wishes to submit a statement of interest in purchasing the Parcel, the Tribe must notify LSPGC, in writing, of the Tribe's interest within thirty (30) days, by October 8, 2025. LSPGC is available for consultation with the Tribe, in accordance with Government Code Section 65352.4, regarding the Tribe's interest in the Parcel. We request that any written communications be sent to Jacob Diermann by both mail to the address at the bottom of this page and by email to jdiermann@lspower.com to ensure receipt.

Finally, LSPGC plans to submit an Advice Letter to the CPUC regarding this sale. The CPUC Advice Letter is a public filing open to public comment, which you may participate in if you have comments or questions on the proposed sale.

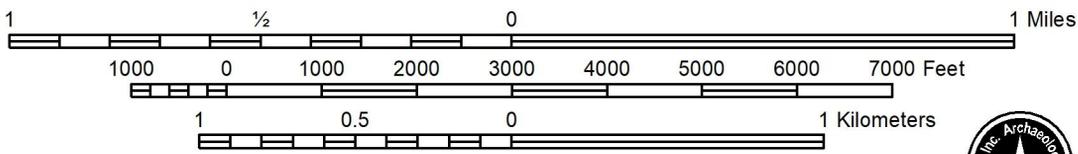
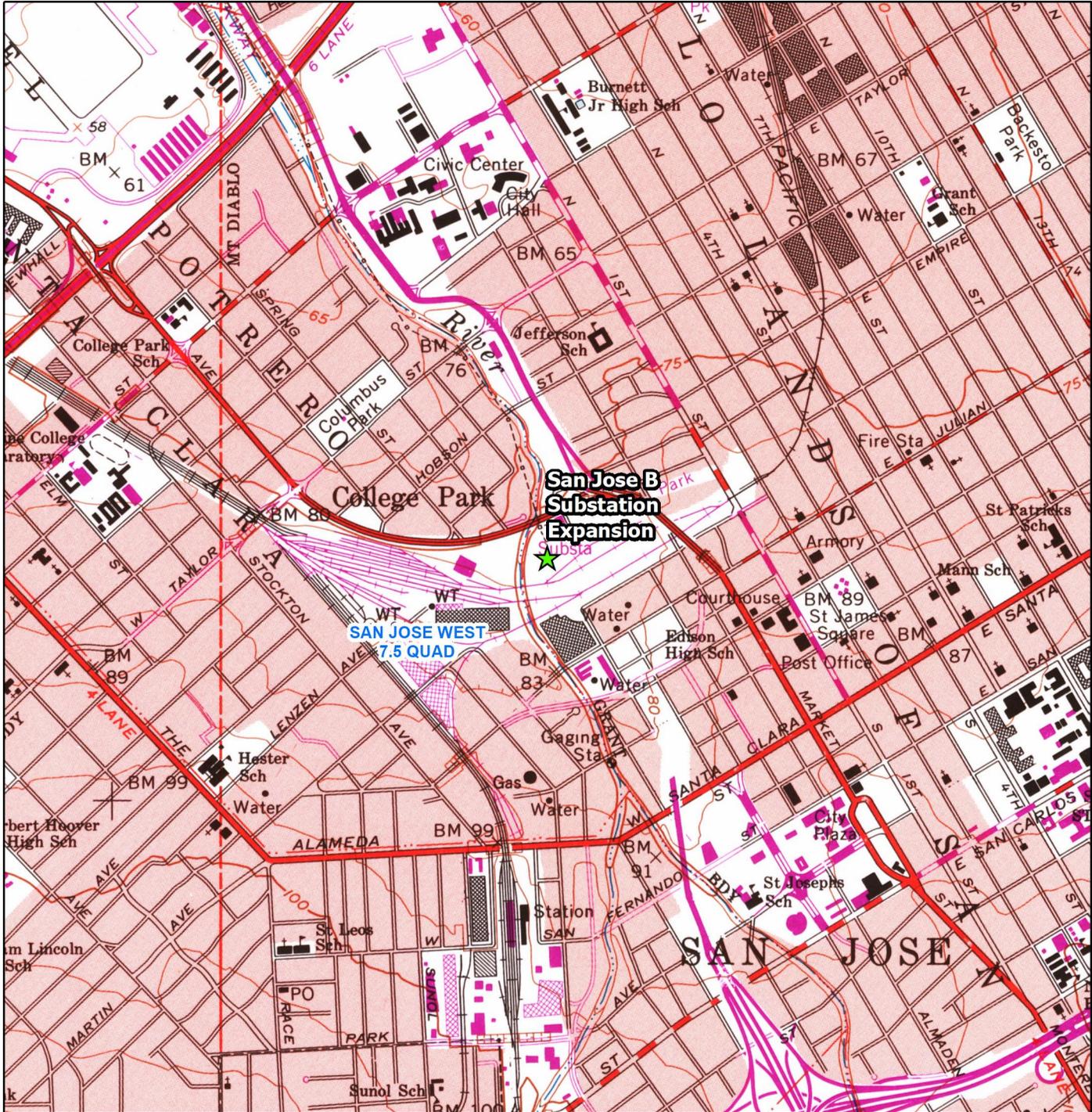
Sincerely,

A handwritten signature in blue ink that reads 'Jacob Diermann'.

Jacob Diermann

Director

LS Power Grid California, LLC



★ San Jose B Substation Expansion
 7.5' Quad boundary



RANCHO PUEBLO LANDS OF SAN JOSE
(T.7S.,R.1E.,S $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ SEC. 7 M.D.B.&M.)

LEGEND

- - SUBJECT PARCEL LINE
- - - - - PG&E EASEMENT LINE
- PG&E EASEMENT CENTERLINE
- PG&E FEE PARCEL LD#2207-01-10156
- CENTERLINE OF STREET
- ⊙ - FOUND 2 $\frac{1}{2}$ INCH BRASS DISK AS NOTED
W/PUNCH IN MON. BOX. AS NOTED
- R1 - PARCEL MAP, BOOK 902 OF MAPS PAGE 52;
RECORDED APRIL 11, 2016
SANTA CLARA COUNTY RECORDS
- TPOB - TRUE POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT

PARCEL INFO

- ⬡ A - WESTBURY DOWNTOWN LLC
APN: 259-23-025
- ⬡ B - WESTBURY PARK LLC
APN: 259-23-023
- ⬡ C - STATE OF CALIFORNIA
APN: 259-23-026
- ⬡ D - FOUNTAIN PLAZA INVESTORS
APN: 259-51-004
- ⬡ E - STATE OF CALIFORNIA
APN: 259-23-021
- ⬡ F - EASEMENT TO STATE OF CALIFORNIA
BOOK J234 O.R. PAGE 288
- ⬡ G - EASEMENT TO STATE OF CALIFORNIA
DOC. NO. 16626600

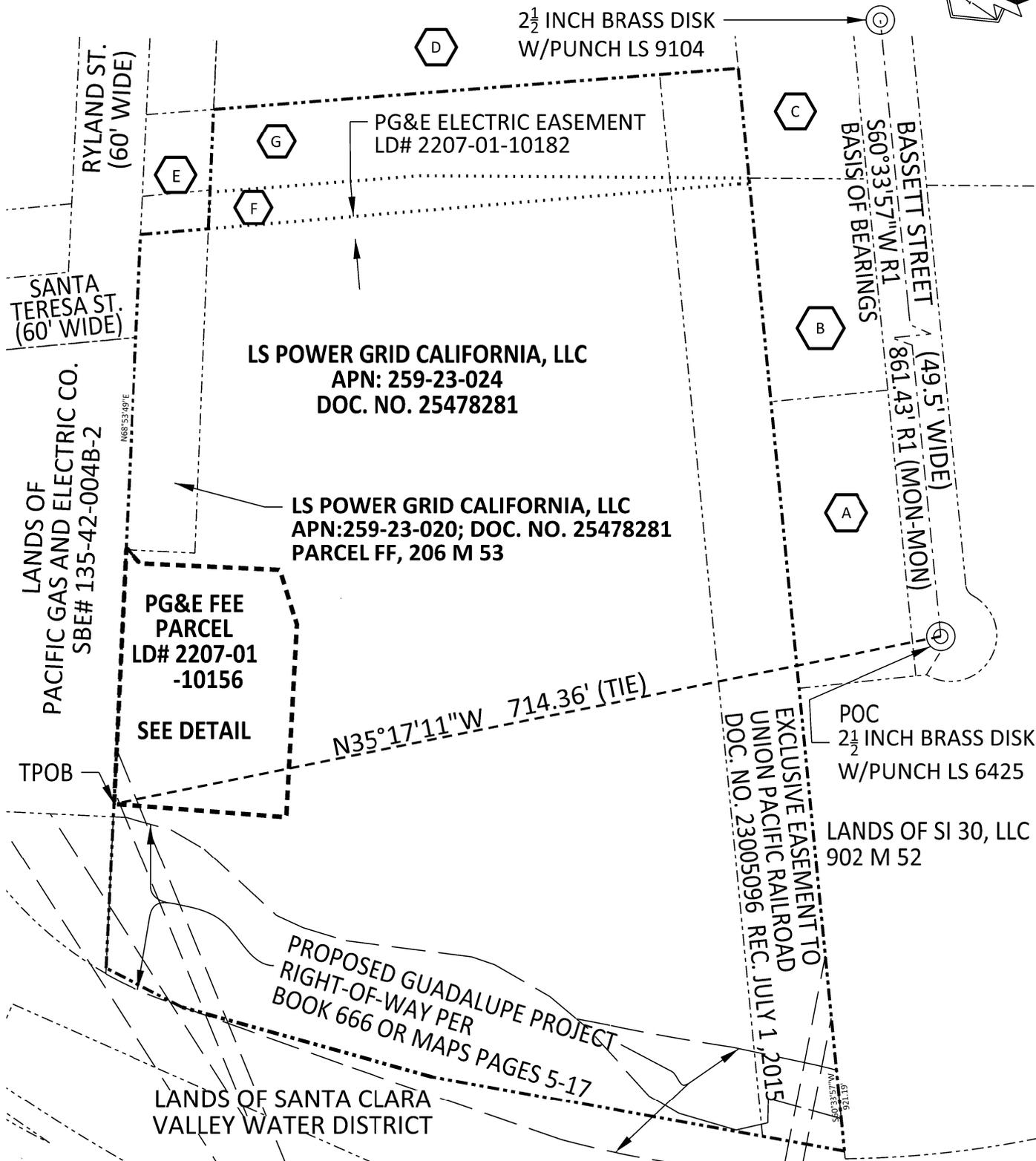
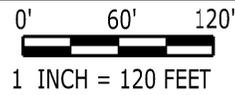


ATTACH TO LD# 2207-01-10156

UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR
ALONG ALL BOUNDARIES OR LINES

AUTHORIZATION 74053061		EXHIBIT B - GRANT DEED SAN JOSE STATION B EXPANSION SAN JOSE, CALIFORNIA PACIFIC GAS AND ELECTRIC COMPANY Oakland California		JCN	01-24-020
BY	WBP2			AREA	AREA 3, SAN JOSE
DR	KCBI	COUNTY	SANTA CLARA		
CH	J6F9	SCALE	N/A		
O.K.	J6F9	SHEET NO.	1 OF 3		
DATE	4/11/2025	DRAWING NUMBER	L-10718		
		CHANGE	2		

RANCHO PUEBLO LANDS OF SAN JOSE
(T.7S.,R.1E.,S $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ SEC. 7 M.D.B.&M.)



ATTACH TO LD# 2207-01-10156
UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR
ALONG ALL BOUNDARIES OR LINES

AUTHORIZATION 74053061	
BY	WBP2
DR	KCBI
CH	J6F9
O.K.	J6F9
DATE	4/11/2025

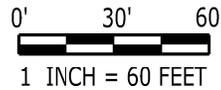
EXHIBIT B - GRANT DEED
SAN JOSE STATION B EXPANSION
SAN JOSE, CALIFORNIA

PACIFIC GAS AND ELECTRIC COMPANY
Oakland California



JCN	01-24-020	
AREA	AREA 3, SAN JOSE	
COUNTY	SANTA CLARA	
SCALE	1 INCH = 120 FEET	
SHEET NO.	2	OF 3
DRAWING NUMBER	L-10718	
CHANGE	2	

RANCHO PUEBLO LANDS OF SAN JOSE
(T.7S.,R.1E.,S $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ SEC. 7 M.D.B.&M.)

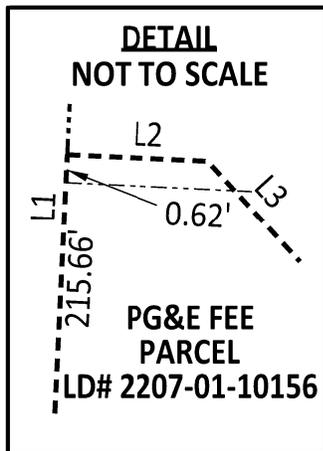


LINE TABLE		
LINE	BEARING	DISTANCE
1	N 68°53'49" E	216.28'
2	S 21°10'59" E	1.11'
3	S 23°49'01" W	16.23'
4	S 21°10'59" E	118.19'
5	S 49°02'21" W	48.73'
6	S 69°18'35" W	163.41'
7	N 19°25'57" W	146.23'

SANTA TERESA ST.
(60' WIDE)

RYLAND ST.
(60' WIDE)

PG&E EASEMENT
MODIFICATION
DOC. NO. 25827603
LD# 2207-01-10182



LS POWER GRID CALIFORNIA, LLC
APN:259-23-020; DOC. NO. 25478281
PARCEL FF; 206 M 53

APPROX. EXISTING
PG&E EASEMENTS

LANDS OF
PACIFIC GAS AND
ELECTRIC CO.
SBE# 135-42-004B-2

LS POWER GRID CALIFORNIA, LLC
APN: 259-23-024
DOC. NO. 25478281

PG&E FEE
PARCEL
LD# 2207-01-10156
AREA = 30,111± SQ. FT.

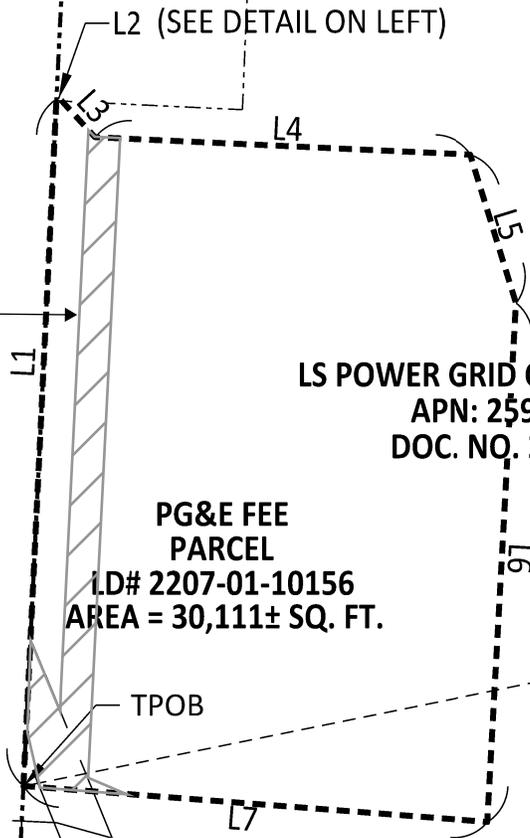
BASSETT STREET
(49.5' WIDE)

N35°17'11"W
714.36' (TIE)

POC
2 1/2 INCH BRASS DISK
W/PUNCH LS 6425

ATTACH TO
LD# 2207-01-10156

UNLESS OTHERWISE SHOWN
ALL COURSES EXTEND TO OR
ALONG ALL BOUNDARIES OR
LINES



AUTHORIZATION
74053061

BY WBP2
DR KCBI
CH J6F9
O.K. J6F9
DATE 4/11/2025

**EXHIBIT B - GRANT DEED
SAN JOSE STATION B EXPANSION
SAN JOSE, CALIFORNIA**

PACIFIC GAS AND ELECTRIC COMPANY
Oakland California



JCN	01-24-020	
AREA	AREA 3, SAN JOSE	
COUNTY	SANTA CLARA	
SCALE	1 INCH = 60 FEET	
SHEET NO.	3	OF 3
DRAWING NUMBER	L-10718	CHANGE
		2



Via USPS Certified Mail with Return Receipt Requested and E-mail

October 10, 2025

Re: Second Notice of Proposed Real Property Disposition – Right of First Offer
Portions of Unaddressed Parcel 259-23-024 (Parent Tract) in San Jose, California

Dear Tribal Leader:

On September 9, 2025, LS Power Grid California, LLC (LSPGC) sent you a notice regarding its potential intent to sell an approximately 0.69 acre portion (the Parcel) of the Parent Tract located adjacent to the San Jose B substation of Pacific Gas and Electric Company (PG&E).

In compliance with the Tribal Land Transfer Policy, LSPGC is sending this second notice to provide the Tribe with an additional thirty (30) days to express interest in acquiring the Parcel. According to a record search of the California Native American Heritage Commission's Sacred Lands File, the Parcel is in the area of your Tribe's ancestral territory. Under the CPUC's Tribal Land Transfer Policy, Tribes are provided a right of first offer on dispositions of property by certain public utilities like LSPGC before the public utility may put the property on the market, subject to certain exceptions. The purpose of this letter is to notify the Tribe of its right of first offer on this Parcel and to ask the Tribe to contact LSPGC if it is interested in purchasing the Parcel. Notwithstanding the foregoing, this transfer of real property by LSPGC to PG&E in this case is necessary to achieve LSPGC and PG&E operational requirements, as detailed further in this letter.

The Parcel covers about 30,111 square feet of previously disturbed land, bounded to the east, south, and west by property of LSPGC and to the north by PG&E's San Jose B substation. The Parcel is currently subject to a 10-foot wide easement held by PG&E near its northern boundary. Enclosed is additional information about the Parcel for your review.

LSPGC purchased the Parent Tract as the proposed site for LSPGC's new electric transmission facility connecting to the San Jose B substation. For the purpose of transparency, LSPGC is not placing the Parcel on the market for prospective buyers at large but rather LSPGC is intending to sell the Parcel to PG&E to achieve LSPGC and PG&E operational requirements. Specifically, LSPGC is required by the state's independent grid operator, California Independent System Operator, to interconnect



LSPGC's new electric transmission facility to PG&E's San Jose B substation to meet federal electric grid reliability needs. PG&E needs to efficiently and time-effectively rebuild and expand its San Jose B substation to facilitate the interconnection and to meet reliability and service requirements in the San Jose area, which can only be accomplished through the use of the Parcel.

LSPGC expects that the property will be transferred at a value to reimburse its ratepayers for LSPGC's recent purchase of the Parent Tract and that the sale will be conditioned upon reasonable agreement by the purchaser to use the Parcel for electric utility purposes, in order to fulfill LSPGC's and PG&E's operational requirements. Any agreement for the sale of the Parcel will be conditioned on receiving the CPUC's approval.

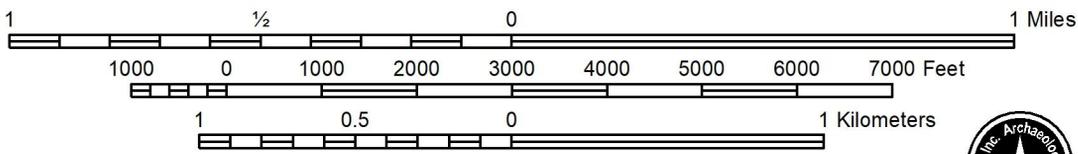
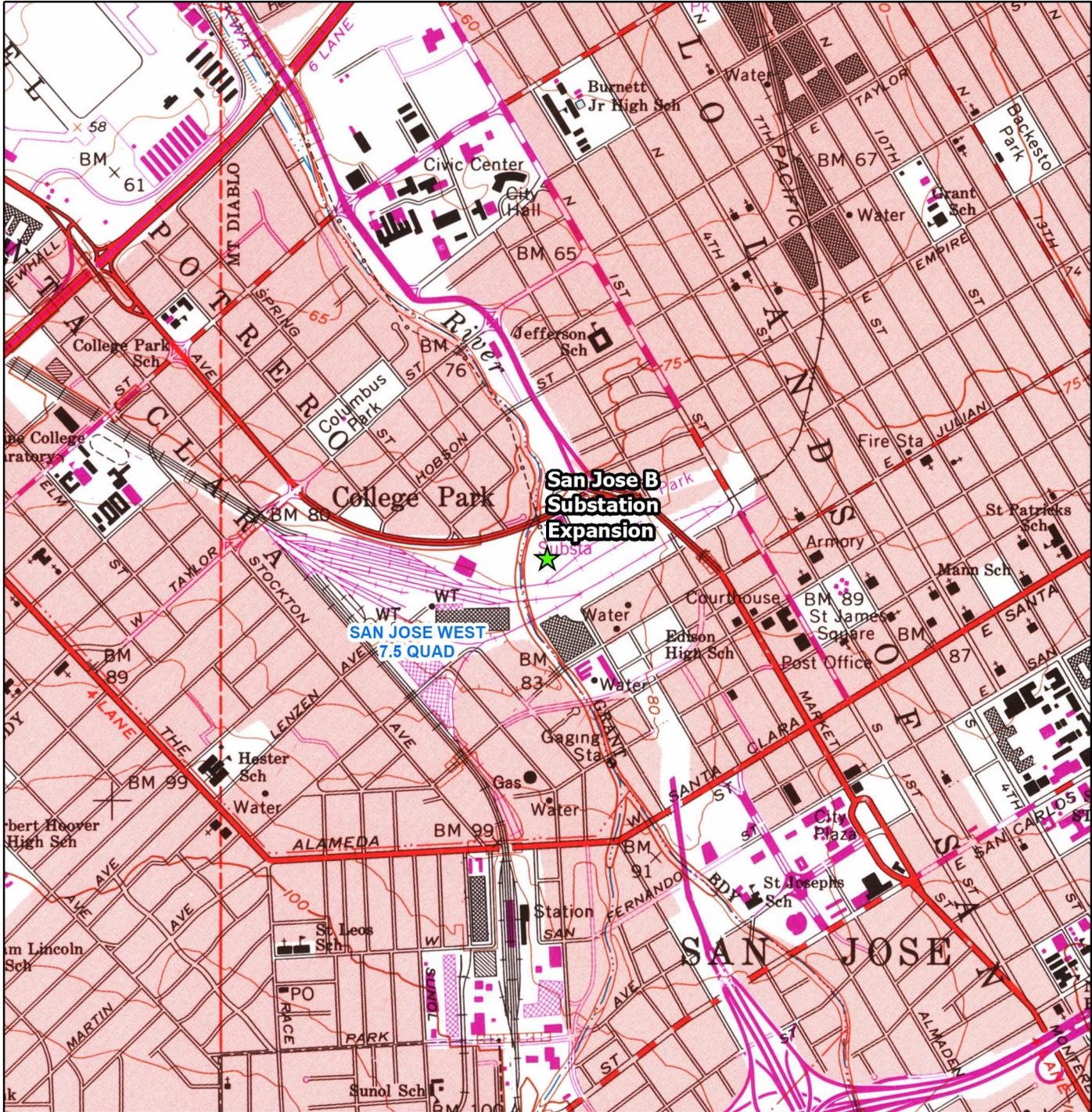
If the Tribe is interested in learning more about or wishes to submit a statement of interest in purchasing the Parcel, the Tribe must notify LSPGC, in writing, of the Tribe's interest within thirty (30) days of this second notice, by November 9, 2025. LSPGC is available for consultation with the Tribe, in accordance with Government Code Section 65352.4, regarding the Tribe's interest in the Parcel. We request that any written communications be sent to Luke Papez by both mail to the address at the bottom of this page and by email to lpapez@lspower.com to ensure receipt.

Finally, LSPGC plans to submit an Advice Letter to the CPUC regarding this sale. The CPUC Advice Letter is a public filing open to public comment, which you may participate in if you have comments or questions on the proposed sale.

Sincerely,

A handwritten signature in black ink, appearing to read 'Luke Papez', written over a light gray circular graphic element.

Luke Papez
Associate Vice President
LS Power Grid California, LLC



★ San Jose B Substation Expansion
 7.5' Quad boundary



RANCHO PUEBLO LANDS OF SAN JOSE
(T.7S.,R.1E.,S $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ SEC. 7 M.D.B.&M.)

LEGEND

- - SUBJECT PARCEL LINE
- - - - - PG&E EASEMENT LINE
- PG&E EASEMENT CENTERLINE
- PG&E FEE PARCEL LD#2207-01-10156
- CENTERLINE OF STREET
- ⊙ - FOUND 2 $\frac{1}{2}$ INCH BRASS DISK AS NOTED
W/PUNCH IN MON. BOX. AS NOTED
- R1 - PARCEL MAP, BOOK 902 OF MAPS PAGE 52;
RECORDED APRIL 11, 2016
SANTA CLARA COUNTY RECORDS
- TPOB - TRUE POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT

PARCEL INFO

- A - WESTBURY DOWNTOWN LLC
APN: 259-23-025
- B - WESTBURY PARK LLC
APN: 259-23-023
- C - STATE OF CALIFORNIA
APN: 259-23-026
- D - FOUNTAIN PLAZA INVESTORS
APN: 259-51-004
- E - STATE OF CALIFORNIA
APN: 259-23-021
- F - EASEMENT TO STATE OF CALIFORNIA
BOOK J234 O.R. PAGE 288
- G - EASEMENT TO STATE OF CALIFORNIA
DOC. NO. 16626600

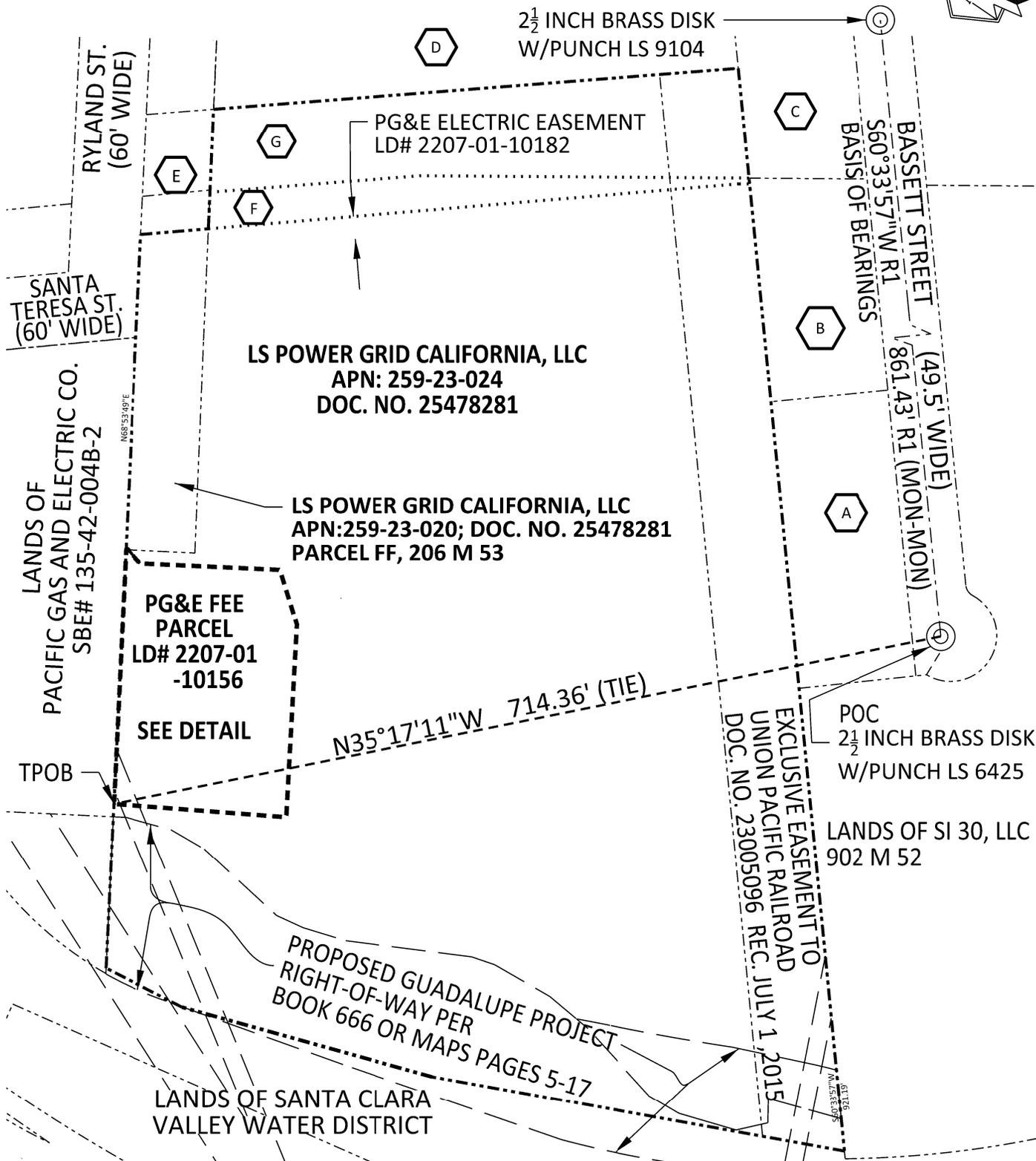
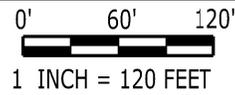


ATTACH TO LD# 2207-01-10156

UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR
ALONG ALL BOUNDARIES OR LINES

AUTHORIZATION 74053061		EXHIBIT B - GRANT DEED SAN JOSE STATION B EXPANSION SAN JOSE, CALIFORNIA PACIFIC GAS AND ELECTRIC COMPANY Oakland California		JCN	01-24-020
BY	WBP2			AREA	AREA 3, SAN JOSE
DR	KCBI	COUNTY			SANTA CLARA
CH	J6F9	SCALE			N/A
O.K.	J6F9	SHEET NO.			1 OF 3
DATE	4/11/2025	DRAWING NUMBER			L-10718
				CHANGE	2

RANCHO PUEBLO LANDS OF SAN JOSE
(T.7S.,R.1E.,S $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ SEC. 7 M.D.B.&M.)



ATTACH TO LD# 2207-01-10156
UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR
ALONG ALL BOUNDARIES OR LINES

AUTHORIZATION 74053061	
BY	WBP2
DR	KCBI
CH	J6F9
O.K.	J6F9
DATE	4/11/2025

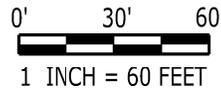
EXHIBIT B - GRANT DEED
SAN JOSE STATION B EXPANSION
SAN JOSE, CALIFORNIA

PACIFIC GAS AND ELECTRIC COMPANY
Oakland California



JCN	01-24-020	
AREA	AREA 3, SAN JOSE	
COUNTY	SANTA CLARA	
SCALE	1 INCH = 120 FEET	
SHEET NO.	2	OF 3
DRAWING NUMBER	L-10718	
CHANGE	2	

RANCHO PUEBLO LANDS OF SAN JOSE
(T.7S.,R.1E.,S $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ SEC. 7 M.D.B.&M.)

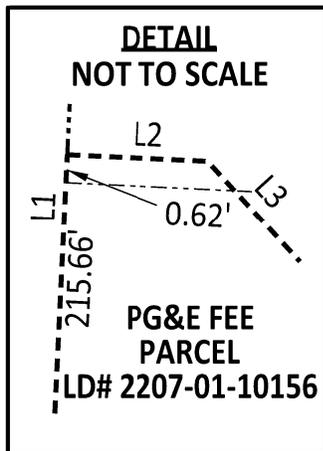


LINE TABLE		
LINE	BEARING	DISTANCE
1	N 68°53'49" E	216.28'
2	S 21°10'59" E	1.11'
3	S 23°49'01" W	16.23'
4	S 21°10'59" E	118.19'
5	S 49°02'21" W	48.73'
6	S 69°18'35" W	163.41'
7	N 19°25'57" W	146.23'

SANTA TERESA ST.
(60' WIDE)

RYLAND ST.
(60' WIDE)

PG&E EASEMENT
MODIFICATION
DOC. NO. 25827603
LD# 2207-01-10182



LS POWER GRID CALIFORNIA, LLC
APN:259-23-020; DOC. NO. 25478281
PARCEL FF; 206 M 53

APPROX. EXISTING
PG&E EASEMENTS

LANDS OF
PACIFIC GAS AND
ELECTRIC CO.
SBE# 135-42-004B-2

LS POWER GRID CALIFORNIA, LLC
APN: 259-23-024
DOC. NO. 25478281

PG&E FEE
PARCEL
LD# 2207-01-10156
AREA = 30,111± SQ. FT.

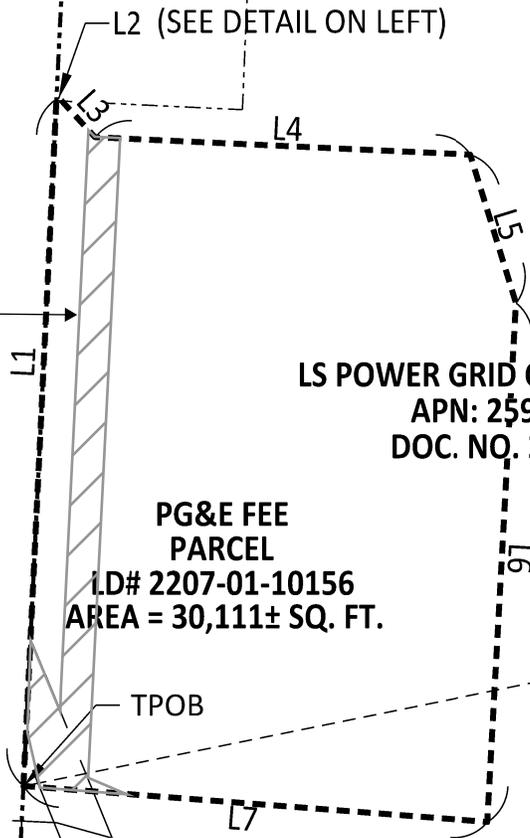
BASSETT STREET
(49.5' WIDE)

N35°17'11"W
714.36' (TIE)

POC
2 1/2 INCH BRASS DISK
W/PUNCH LS 6425

ATTACH TO
LD# 2207-01-10156

UNLESS OTHERWISE SHOWN
ALL COURSES EXTEND TO OR
ALONG ALL BOUNDARIES OR
LINES



AUTHORIZATION
74053061

BY WBP2
DR KCBI
CH J6F9
O.K. J6F9
DATE 4/11/2025

**EXHIBIT B - GRANT DEED
SAN JOSE STATION B EXPANSION
SAN JOSE, CALIFORNIA**

PACIFIC GAS AND ELECTRIC COMPANY
Oakland California



JCN	01-24-020	
AREA	AREA 3, SAN JOSE	
COUNTY	SANTA CLARA	
SCALE	1 INCH = 60 FEET	
SHEET NO.	3	OF 3
DRAWING NUMBER	L-10718	CHANGE
		2

Response Letters from Tribes



TAMIEN NATION
P.O. Box 8053, San Jose, California 95155
(707)295-4011
tamien@tamien.org

September 19, 2025

Via Email and USPS

Jacob Diermann, Director
LS Power Grid California, LLC
1650 Main Circle Drive, Suite 310
Chesterfield, MO 63017
lspgcmn@lspower.com

Re: Notice of Proposed Real Property Disposition – Right of First Offer Portions of Unaddressed Parcel 259-23-024 (Parent Tract) in San José, California

Dear Mr. Diermann,

On behalf of Tamien Nation, we are writing in response to your September 9, 2025 notice regarding the proposed sale of portions of the unaddressed parcel referenced above.

Tamien Nation affirms our interest in the property and respectfully requests to move forward with formal consultation pursuant to Government Code Section 65352.4 and AB130 requirements. We also request that a **site visit** be scheduled with our representatives at the earliest convenience in order to properly assess potential cultural and historic resources within the parcel.

Please confirm receipt of this letter and provide available dates for consultation and a site visit.

We appreciate your cooperation and look forward to working with you on this matter.

Sincerely,

Quirina Geary
Chairwoman



The Office of the Muwekma Ohlone Tribal Council

Muwekma Ohlone Tribe of the San Francisco Bay
1169 South Main Street, #336
Manteca, CA 95337

Muwekma.org
muwekma@muwekma.org
408-852-1677

October 6, 2025

Jacob Diermann, Director
LS Power Grid California, LLC
16150 Main Circle Drive, Suite 310
Chesterfield, MO 63017

**SUBJECT: STATEMENT OF INTEREST IN PURCHASING PORTIONS OF
UNADDRESSED PARCEL 259-23-024 (PARENT TRACT) IN SAN
JOSE, CA – RIGHT OF FIRST OFFER**

Dear Mr. Diermann:

On behalf of the Muwekma Ohlone Tribe, I am writing in response to your letter dated September 9, 2025, notifying the Tribe of LS Power Grid California, LLC's ("LSPGC") intent to dispose of approximately 0.69 acres (30,111 square feet) of the Parent Tract located adjacent to Pacific Gas and Electric Company's ("PG&E") San Jose B substation in San Jose, California (the "Parcel"). As Chairwoman of the Muwekma Ohlone Tribe, I appreciate LSPGC's compliance with the California Public Utilities Commission's ("CPUC") Tribal Land Transfer Policy by providing this notice of right of first offer.

The Muwekma Ohlone Tribe has deep ancestral ties to the lands in the San Jose area, including the vicinity of the Parcel along the Guadalupe River. This waterway has long been a vital corridor for our people, where historic Ohlone villages thrived and where ancestral remains are known to be common place.

In accordance with the CPUC's Tribal Land Transfer Policy and the 30-day response period outlined in your letter, the Muwekma Ohlone Tribe hereby expresses its strong interest in purchasing the Parcel. We intend to submit a formal purchase offer in the coming weeks, following internal deliberations and consultation as needed to ensure it aligns with our tribal priorities and resources. To facilitate this process and enable the Tribe's exercise of its right of first offer, we respectfully request that LSPGC fully comply with all pertinent regulations, including but not limited to Government Code Section 65352.4 for tribal consultation, and any applicable provisions under the CPUC's oversight.

This includes pausing any further disposition activities, such as the proposed transfer to PG&E, until the Tribe's offer has been duly considered. We also request any additional documentation or details regarding the Parcel's valuation, encumbrances (including the existing PG&E easement), and environmental assessments to inform our offer.

The Tribe is available for consultation at your earliest convenience to discuss this matter further.

Page2of2

Please direct all communications to me at the address above or via email at cnijmeh@muwekma.org. We look forward to your prompt confirmation of receipt and your commitment to upholding the regulatory framework that protects tribal interests in such dispositions.

Thankyouforyourattentiontothisimportantculturalandhistoricalopportunity.Wevaluethe potentialforcollaborativeengagementinthisprocess.

Respectfullysubmitted,

A handwritten signature in blue ink, appearing to read "Charlene Nijmeh". The signature is fluid and cursive, with a long, sweeping tail that loops back under the name.

CharleneNijmeh
TribalChairwoman

ATTACHMENT D

Executive Director AL 7391-E Disposition Letter

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



September 11, 2025

Advice Letter 7391-E

Sidney Bob Dietz II
Director, Regulatory Relations
Pacific Gas and Electric Company
300 Lakeside Drive,
Oakland, California
91770

Subject: Executive Director Disposition of PG&E's Advice Letter 7391-E regarding Notice of Construction, Pursuant to General Order 131-D, for the Construction of Power Santa Clara Valley Project Interconnection in the City of San Jose and Santa Clara County

Dear Mr. Dietz:

Pacific Gas and Electric Company (PG&E) submitted Advice Letter (AL) 7391-E providing notice of the construction of facilities that will be located adjacent to PG&E's existing San Jose B Substation. Because AL 7391-E was timely protested, pursuant to General Order (GO) 131-E the Executive Director, after consulting with the Energy Division, must issue a disposition letter on whether the utility is to file an application for a Permit to Construct (PTC), or whether the protest is dismissed for failure to state a valid reason.

After consulting with Energy Division, I have determined that AL 7391-E is in compliance with GO 131-E, Section III, Subsection B.2, for the construction of facilities that are exempt from filing a PTC application.¹ The protests failed to state a valid reason for requiring a PTC application to be filed: no exceptions to the permitting exemption apply. Accordingly, AL 7391-E is approved with an effective date of November 9, 2024.

¹ If a protest of the claimed exemption from the requirements of GO 131-E Section III.B.2 is filed, construction shall not commence until the Executive Director has disposed of the protest. Within 30 days after the utility has submitted its response, the Executive Director, after consulting with Energy Division, shall issue a disposition letter on whether: the utility is to file an application for a PTC, or the protest is dismissed for failure to state a valid reason. (GO 131-E Section X. Protest to Require the Utility to File For PTC)

Background

On October 10, 2024, Pacific Gas and Electric Company (PG&E) submitted AL 7391-E pursuant to GO 131-D, providing notice of the construction of facilities that are exempt from a PTC, to be located adjacent to PG&E's existing San Jose B Substation. PG&E filed a Substitute Sheet on March 26, 2025, clarifying aspects of the project.

PG&E will construct new Gas-Insulated Switchgear (GIS) and related facilities in and immediately south of the existing San Jose B Substation. The facilities will interconnect LS Power's Santa Clara Valley Project to PG&E's electrical grid and will become part of PG&E's existing San Jose B Substation, located adjacent to LS Power's Skyline Terminal facilities in an urban area of San Jose. PG&E's AL also provided notice of changes to facilities within the existing Metcalf substation.

Protests

PG&E's AL 7391-E was timely protested by the Santa Clara Valley Open Space Authority (OSA), Green Foothills, Stan Spilman (Spilman), and the Public Advocates Office (Cal Advocates). OSA and Green Foothills contended that the work at Metcalf Substation does not qualify for the in-fill exemption. The Spilman protest contended that the proposed facilities south of the San Jose B Substation would "impact critical wildlife habitat and endangered species" but provided no supporting evidence and failed to identify impacts to specific critical habitat or endangered species. Cal Advocates requested a suspension of AL 7391-E until the next meeting of the California Independent System Operator (CAISO), which would reexamine the scope of LS Power's project due to projected electric load growth in Santa Clara County, to which PG&E had no objection.

On November 6, 2024, PG&E responded to protests and explained that the protests did not establish grounds for rejecting the advice letter or delaying the interconnection work being done at the CAISO's direction.

CPUC staff suspended the AL and asked PG&E to communicate with those filing protests concerned with potential impacts near the Metcalf Substation location from the larger LS Power Project. Specifically, OSA and Green Foothills stated concern that the location of one component of the LS Power Project—the proposed Grove Terminal—could significantly impact the public and natural resources of the Coyote Valley open space and conservation area. The advice letter suspension period provided time for discussions between parties and the identification of potential alternative locations for the proposed Grove Terminal for consideration in LS Powers's CPCN proceeding before the CPUC. Disposition of this advice letter does not affect the CPUC's consideration of issues scoped into that proceeding.

On March 25, 2025, OSA withdrew its protest and stated its support for a prompt approval of the advice letter. On March 26, 2025, PG&E submitted substitute sheets for AL 7391-E to clarify that the GIS and related facilities at PG&E’s San Jose B Substation will be constructed both on the existing substation premises and immediately south of the substation, and that only construction for the interconnection at San Jose B Substation—not Metcalf Substation—will proceed in Quarter 2 of this year. Because PG&E submitted the substitute sheet after the effective date of General Order 131-E, the provisions of GO 131-E apply.

On April 11, 2025, the Public Advocates Office informed Energy Division staff of withdrawal of its protest to AL 7391-E. Thus, the remaining pending protests are the Green Foothills protest contending that work at the Metcalf Substation does not qualify for the in-fill exemption, and the Spilman protest contending that the proposed facilities south of the San Jose B Substation would “impact critical wildlife habitat and endangered species.” These two remaining protests are discussed below.

In-Fill Exemption Criteria

CPUC General Order 131-E, Section III, Subsection B.2 exempts a utility from requirements to file an application requesting authority to construct a project if the project meets specific exemption conditions. One applicable exemption condition is the categorical exemption from the CEQA Guidelines:

g. “The construction of projects that are categorically exempt pursuant to § 15300 et seq. of the Guidelines adopted to implement CEQA, 14 California Code of Regulations §15000 et seq. (CEQA Guidelines)”.

To qualify for the categorical exemption for in-fill development projects within an urban area under Section 15332 of the CEQA Guidelines, projects must meet all of the following conditions:

- (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- (c) The project site has no value, as habitat for endangered, rare or threatened species.
- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- (e) The site can be adequately served by all required utilities and public services.

Exceptions to the use of a categorical exemption under the CEQA Guidelines

include circumstances where a project will have a significant effect on the environment such as projects in environmentally sensitive areas, those with unusual circumstances creating significant impacts, those damaging scenic resources, those on sites with hazardous waste issues, or those causing substantial harm to historical resources. If any of these exceptions apply the exemption is invalid, and the CEQA process must proceed further.²

Green Foothills Protest

The Green Foothills protest fails to demonstrate the inapplicability of the existing in-fill exemption to PG&E's proposed project.

The proposed GIS and related facilities are consistent with the City of San Jose's general plan designation and zoning policies. The facilities will be constructed within city limits on land surrounded by urban uses.³ The Green Foothills protest does not that the GIS development.

The discussion of the Spilman protest below addresses compliance with the remaining categorical exemption criteria.

Spilman Protest

The Spilman protest states, without providing supporting information, that the proposed GIS and related facilities directly adversely impact critical wildlife habitat and endangered species.

The environmental analysis contained in the Proponents Environmental Assessment (PEA) as part of the LS Power Santa Clara Valley Project CPCN proceeding before the CPUC,⁴ which the proposed PG&E facilities will support, has established that the project site has no value as habitat for endangered, rare, or threatened species. The PEA further established that there is no reasonable possibility that the cumulative impact of successive projects of the same type, in the same place, over time is significant. Finally, there is no reasonable possibility that the activity will have significant effects on the environment due to unusual circumstances.

Based on the environmental analysis, PG&E's proposed facilities will not directly adversely impact critical wildlife habitat and endangered species.

² Title 14 California Code of Regulations. Chapter 3. Guidelines For the Implementation of the California Environmental Quality Act. Article 19. Categorical Exemptions, Section 15300.2 Exceptions.

³ LS Power Grid California, LLC Power Santa Clara Valley Project. Appendix 1.A to Appendix B of Proponent's Environmental Assessment, figures 3-4 to 3-7, filed April 29, 2024 (A.24-04-017).

⁴ LS Power Grid California, LLC. Power Santa Clara Valley Project. Proponents Environmental Assessment Section 5.4-54, filed April 29, 2024 (A.24-04-017).

PG&E's proposed facilities meet subsections (c) and (d) of the CEQA Guidelines' categorical exemptions for in-fill development. The Spilman protest does not demonstrate that this environmental analysis is incorrect.

Conclusion

As discussed above, the facilities proposed by PG&E qualify for the categorical exemption for in-fill development projects within an urban area under Section 15332 of the CEQA Guidelines. On that basis, the facilities meet the PTC exemption criteria of GO 131-E, Section III, Subsection B.2 & C.1.c. As described above, and supported by the PEA for the CPCN proceeding, none of the exceptions to the CEQA categorical exemptions apply to the facilities. For the above reasons, PG&E does not require a PTC from the CPUC to construct these facilities.

Because the facilities meet the criteria of a CEQA exemption, and neither of the remaining protests cite to a valid, substantiated reason requiring the filing of an application pursuant to GO 131-E, AL 7391-E is approved, and the Green Foothills and Spilman protests are dismissed.

Any persons that filed a protest to the advice letter may contest the Executive Director's disposition by filing an application for a rehearing consistent with Rule 16.1 within 10 days of the issuance of this disposition letter.

Please contact Michael Rosauer of the Energy Division staff at 415-703-2579 (michael.rosauer@cpuc.ca.gov) if you have any questions.

Sincerely,



Rachel Peterson
Executive Director
California Public Utilities Commission

cc:

Ellison Folk, Santa Clara Valley OSA
folk@smwlaw.com

Alice Kaufman, Green Hills
info@greenfoothills.org

Stan Spilman
stanmail@yahoo.com

Jerry Melcher, Public Advocates Office
Jerry.melcher@cpuc.ca.gov

Jack Mulligan, CPUC-Legal
Jack.mulligan@cpuc.ca.gov



Sidney Bob Dietz II
Director
Regulatory Relations

Pacific Gas and Electric Company
300 Lakeside Drive
Oakland, CA 94612

October 10, 2024

Advice 7391-E
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Submits Notice of Construction, Pursuant to General Order 131-D, for the Construction of Power Santa Clara Valley Project Interconnection in the City of San Jose and Santa Clara County

Pacific Gas and Electric Company (“PG&E” or “the Company”) hereby submits notice pursuant to General Order (G.O.) 131-D, Section XI, Subsection B.4, of the construction of facilities that are exempt from a Permit to Construct.

Purpose

This advice letter provides a copy of the Notice of Proposed Construction (Attachment I) and the Notice Distribution List, which comply with the noticing requirements found in G.O. 131-D, Section XI.

Background

In support of LS Power’s Power Santa Clara Valley Project (see Application of LS Power Grid California, LLC (U-247-E) for a Certification of Public Convenience and Necessity), PG&E has been requested to construct new facilities to interconnect LS Power’s project into PG&E’s electrical grid. PG&E will construct new Gas-Insulated Switchgear (GIS) and related facilities on and adjacent to PG&E’s existing San Jose B Substation, located at 260 Coleman Avenue in the City of San Jose, and install new equipment within the substation and within PG&E’s existing Metcalf Substation located at 100/150 Metcalf Road in Santa Clara County.

The GIS and related facilities will be constructed on and immediately south of San Jose B Substation, extending into an approximately one-acre expansion area. This area will become part of PG&E’s existing substation and adjacent to LS Power’s Skyline Terminal facilities in an urban area of San Jose. The GIS enclosure will hold switchgear and related equipment (including circuit breakers, buses, and switches) needed to interconnect LS Power’s proposed transmission line facilities. Relocation of existing distribution facilities will also be required. New facilities will range in height up to approximately 95 feet above grade.

Within the existing San Jose B Substation, transmission-controlled equipment will be rebuilt, including structural yard steel, bus work, fittings, conduits, grounding, and communications systems as well as other high-voltage equipment. Fencing will be modified or installed per PG&E's substation standards and security requirements. The Spill Prevention Control and Counter Measures (SPCC) pond will be upgraded to account for the GIS facilities area.

The existing Metcalf Substation facilities will be modified to allow the installation of additional 500 kV equipment (breakers, switches and related substation equipment, including bus work, conduits, grounding, and communication systems) to enable interconnection of a new Metcalf-Grove 500 kV Transmission Line. The existing substation security wall will be relocated. New facilities will range in height up to approximately 105 feet above grade.

Construction of the San Jose B Substation interconnection facilities is tentatively scheduled to begin in the 2nd quarter of 2025 or as soon as practicable after permitting and other pre-construction activities are completed. Construction is scheduled to be completed in mid-2029, or as soon as possible after construction begins, with earlier in-service capabilities as required.

PG&E employs "no cost" and specified "low cost" measures to reduce public exposure to EMF in accordance with California Public Utilities Commission (CPUC) Decision 06-01-042 and the "EMF Design Guidelines for Electrical Facilities" prepared in compliance with that decision. The following "no cost" measures will be incorporated:

- Keep high-current devices, transformers, capacitors, and reactors away from the substation property lines.
- For underground duct banks, the minimum distance should be 12 feet from the adjacent property lines or as close to 12 feet as practical.
- Locate new substations close to existing power lines to the extent practical.
- Increase the substation property boundary to the extent practical.

This submittal will not cause the withdrawal of service, or conflict with any other rate schedule or rule.

Exemption Under G.O. 131-D

CPUC General Order 131-D, Section III, Subsection B.1, does not require permitting or noticing for modifications to existing substations, which covers all interconnect facilities except for the GIS and related facilities on land adjacent to San Jose B Substation. For the new GIS facilities, Subsection B.1. exempts a utility from the CPUC's requirement to file an application requesting authority to construct if a project meets specific conditions. This project qualifies for the following exemption:

- h. “the construction of projects that are statutorily or categorically exempt pursuant to § 15260 et seq. of the Guidelines adopted to implement the CEQA, 14 Code of California Regulations § 15000 et seq. (CEQA Guidelines).”

The GIS and related facilities qualify for the categorical exemption for in-fill development projects within an urban area under Section 15332 of the CEQA Guidelines. Section 15332 requires the in-fill development to be:

- Consistent with applicable General Plan and Zoning regulations
- Within city limits and less than 5 acres substantially surrounded by urban uses
- On property with no value as habitat for endangered, rare or threatened species
- Without significant effects relating to traffic, noise, air quality, or water quality
- Adequately served by all required utilities and public services

The proposed GIS and related facilities are consistent with the City of San Jose’s general plan designation and policies as well as zoning designation and policies. (See LS Power’s Proponent’s Environmental Assessment (PEA) at 5.11-17.) They will be constructed within city limits on approximately an acre of land substantially surrounded by urban uses, including PG&E’s existing substation and LS Power’s Skyline Terminal. (See Background, p. 1 above; see also PEA, Figure 3-7 (San Jose B Substation GIS Enclosure.) The project site has no value as habitat for endangered, rare, or threatened species. (PEA, at 5.4-54.) Approval of this use will not result in significant effects relating to traffic, noise, air quality, or water quality (see PEA, Section 1.7) and it can be adequately served by all required utilities and public services (see PEA, at 5.19-15, 17 (utilities) and 5.15-11,12 (public services)).

None of the exceptions to the exemptions in Section III, Subsection B.2, as specified in CEQA Guidelines section 15300.2, exist to disqualify this project from the NOC process.

The exceptions, and why they do not apply, include the following:

- a. There is a reasonable possibility that the activity may impact an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law by federal, state, or local agencies.

Discussion: There is no federally- or state-designated critical habitat for any special status species within the project area. No other designated, mapped and officially adopted resources of hazardous or critical concern are known to occur in the project area.

- b. The cumulative impact of successive projects of the same type in the same place, over time, is significant.

Discussion: PG&E is not aware of any other projects of the same type in the same place, or over time, that would result in significant cumulative impacts.

- c. There is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

Discussion: There is no reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances. In *Berkeley Hillside Preservation v. City of Berkeley* (2015) 60 Cal.4th 1086 (Berkeley Hillside), the California Supreme Court found that, to apply this exception, the lead agency must find both (a) an unusual circumstance that makes this project different from others in the class, and (b) a reasonable possibility of a significant impact due to that unusual circumstance. (Id. at 1104-1105.) Thus, the first question is whether there is an unusual circumstance that would make this project different from others in the class.

PG&E is continually constructing new and modified substation and GIS projects throughout its territory. There is nothing about this project that is different from others in its class. In litigation over the meaning of “unusual circumstances,” most courts have declined to find that circumstances were unusual; examples where unusual circumstances were identified were striking in their difference from the norm, including, e.g., a project in a leaking landfill (*Azusa Land Reclamation Company v. Main San Gabriel Basin Watermaster* (1997) 52 Cal.App. 4th 1665, 1207), involving a particular historic wall (*Committee to Save the Hollywoodland Specific Plan v. City of Los Angeles* (2008) 161 Cal.App 4th 1168, 1187), and stock car racing at a fairgrounds near residences (*Lewis v. Seventeenth Dist. Agricultural Ass’n* (1985) 165 Cal App. 3d 823). Each of these cases presented circumstances that were atypical for the type of project proposed and created potentially significant effects due to the unusual circumstances. There is no similar anomaly present in this project.

Even if unusual circumstances were present, which they are not, there is no reasonable possibility of a significant impact. This project is a small but necessary part of a larger, third-party project needed to provide power to Santa Clara Valley residents and businesses. As explained above, no significant impacts of any kind have been identified.

Although GO 131-D, Section III.B.1 does not require noticing for projects that are categorically exempt under the CEQA Guidelines, PG&E is providing this advice letter and Notice of Construction as a courtesy notice to the public.

Protests

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail with the CPUC and the Company by October 30, 2024, which is 20 days after the date of this filing. Protests should be emailed to the following address:

CPUC Energy Division
ED Tariff Unit
E-Mail: EDTariffUnit@cpuc.ca.gov



ADVICE LETTER SUMMARY

ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Pacific Gas and Electric Company (ID U39 E)

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Kimberly Loo

Phone #: (279)789-6209

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: KELM@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas WATER = Water
 PLC = Pipeline HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 7391-E

Tier Designation: 2

Subject of AL: Submits Notice of Construction, Pursuant to General Order 131-D, for the Construction of Power Santa Clara Valley Project Interconnection in the City of San Jose and Santa Clara County

Keywords (choose from CPUC listing): G.O. 131-D

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested? Yes No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? Yes No

Requested effective date: 11/9/24

No. of tariff sheets: N/A

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected:

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: N/A

¹Discuss in AL if more space is needed.

Protests and correspondence regarding this AL are to be sent via email and are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:

California Public Utilities Commission
Energy Division Tariff Unit Email:
EDTariffUnit@cpuc.ca.gov

Contact Name: Sidnev Bob Dietz II. c/o Megan Lawson
Title: Director, Regulatory Relations
Utility/Entity Name: Pacific Gas and Electric Company

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email: PGETariffs@pge.com

Contact Name:
Title:
Utility/Entity Name:

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

CPUC
Energy Division Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Clear Form

NOTICE OF PROPOSED CONSTRUCTION

Para más detalles llame 1-800-660-6789

PROJECT NAME: Power Santa Clara Valley Project Interconnection - (City of San Jose, County of Santa Clara, T.0009169)
ADVICE LETTER NUMBER: 7391-E

Proposed Project: In support of LS Power's Power Santa Clara Valley Project (see Application of LS Power Grid California, LLC (U-247-E) for a Certification of Public Convenience and Necessity), Pacific Gas and Electric Company (PG&E) has been requested to construct new facilities to interconnect LS Power's project into PG&E's electrical grid. PG&E will construct new Gas-Insulated Switchgear (GIS) and related facilities adjacent to PG&E's existing San Jose B Substation, located at 260 Coleman Avenue in the City of San Jose, and install new equipment within the substation and within PG&E's existing Metcalf Substation located at 100/150 Metcalf Road in Santa Clara County.

The GIS and related facilities will be constructed immediately south of San Jose B Substation in an approximately one-acre area. This area will become part of PG&E's existing substation and adjacent to LS Power's Skyline Terminal facilities in an urban area of San Jose. The GIS enclosure will hold switchgear and related equipment (including circuit breakers, buses, and switches) needed to interconnect LS Power's proposed transmission line facilities. Relocation of existing distribution facilities will also be required. New facilities will range in height up to approximately 95 feet above grade.

Within the existing San Jose B Substation, transmission-controlled equipment will be rebuilt, including structural yard steel, bus work, fittings, conduits, grounding, and communications systems as well as other high-voltage equipment. Fencing will be modified or installed per PG&E's substation standards and security requirements. The Spill Prevention Control and Counter Measures (SPCC) pond will be upgraded to account for the GIS facilities area.

The existing Metcalf Substation facilities will be modified to allow the installation of additional 500 kV equipment (breakers, switches and related substation equipment, including bus work, conduits, grounding, and communication systems) to enable interconnection of a new Metcalf-Grove 500 kV Transmission Line. The existing substation security wall will be relocated. New facilities will range in height up to approximately 105 feet above grade.

Construction is tentatively scheduled to begin in the 2nd quarter of 2025 or as soon as practicable after permitting and other pre-construction activities are completed. Construction is scheduled to be completed in mid-2029, or as soon as possible after construction begins, with earlier in-service capabilities as required.

Electric and Magnetic Fields (EMF): PG&E will employ "no cost" and specified "low cost" measures to reduce public exposure to EMF in accordance with California Public Utilities Commission (CPUC) Decision 06-01-042 and the "EMF Design Guidelines for Electrical Facilities" prepared in compliance with that decision. The following measures are proposed for this project:

- Keep high-current devices, transformers, capacitors, and reactors away from the substation property lines.
- For underground duct banks, the minimum distance should be 12 feet from the adjacent property lines or as close to 12 feet as practical.
- Locate new substations close to existing power lines to the extent practical.
- Increase the substation property boundary to the extent practical.

Exemption from CPUC Permit Requirement: CPUC General Order 131-D, Section III, Subsection B.1, does not require permitting or noticing for modifications to existing substations, which covers all interconnect facilities except for the GIS and related facilities on land adjacent to San Jose B Substation. For the new GIS facilities, Subsection B.1 exempts a utility from the CPUC's requirement to file an application requesting authority to construct if a project meets specific conditions. This project qualifies for the following exemption:

- h. "the construction of projects that are statutorily or categorically exempt pursuant to § 15260 et seq. of the Guidelines adopted to implement the CEQA, 14 Code of California Regulations § 15000 et seq. (CEQA Guidelines).."

The GIS and related facilities qualify for the categorical exemption for in-fill development projects within an urban area under Section 15332 of the CEQA Guidelines.

Additional Project Information: To obtain further information on the proposed project, please call PG&E's Project Information Line at (415) 973-5530.

Public Review Process: Individuals or groups may protest the proposed construction if they believe that PG&E has incorrectly applied for an exemption or that the conditions set out in Section III.B.2 of General Order 131-D exist;

- a. There is reasonable possibility that the activity may have an impact on an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law by federal, state, or local agencies; or
- b. The cumulative impact of successive projects of the same type in the same place, over time, is significant; or
- c. There is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

Protests should include the following:

1. Your name, email address and daytime telephone number.
2. Reference to the CPUC Advice Letter Number and Project Name.
3. A clear description of the reason for the protest.
4. Whether you believe that evidentiary hearings are necessary to resolve factual disputes.

Protests for this project must be filed by October 30, 2024 at the following address:

Director, Energy Division
ED Tariff Unit
E-mail: EDTariffUnit@cpuc.ca.gov

With a copy emailed to:
Pacific Gas and Electric Company
PG&E Tariffs
E-mail: PGETariffs@pge.com

PG&E must respond within five business days of receipt and serve its response on each protestant and the Energy Division. Within 30 days after PG&E has submitted its response, the CPUC Executive Director will send you a copy of an Executive Resolution granting or denying PG&E's request and stating the reasons for the decision.

Assistance in Filing a Protest: If you need assistance in filing a protest, contact the CPUC Public Advisor:

email: public.advisor@cpuc.ca.gov or call: 1-866-849-8390 (toll-free), or (415) 703-2074, or TTY (415) 703-5258.

Public Comment: Even if you do not want to file an official protest, you may still comment on the request. To do so, send your comments to the Energy Division at the address noted above. Please reference Advice Letter 7391-E.

Notice Distribution List

Power Santa Clara Valley Project Interconnection
(City of San Jose and County of Santa Clara)

Advice 7391-E

Energy Commission

Drew Bohan, Executive Director
California Energy Commission
1516 Ninth Street, Mail Stop 39
Sacramento, California 95814
Drew.Bohan@energy.ca.gov

Jennifer Martin-Gallardo, Chief Deputy Director
California Energy Commission
1516 Ninth Street, Mail Stop 39
Sacramento, California 95814
Jennifer.Martin-Gallardo@energy.ca.gov

California Department of Fish and Wildlife, Bay Delta Region

Erin Chapell
California Department of Fish and Wildlife, Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
AskBDR@wildlife.ca.gov

City of San Jose

Chris Burton, Planning Director
200 E. Santa Clara St., 3rd Floor
San Jose, CA 95113
Chris.Burton@sanjoseca.gov

County of Santa Clara

Reena Brilliot, Community Development Director
70 West Hedding Street
San Jose, Ca 95110
RBrilliot@santacleara.ca.gov

Newspaper

The Mercury News

**PG&E Gas and Electric
Advice Submittal List**

AT&T	East Bay Community Energy	Pacific Gas and Electric Company
Albion Power Company	Ellison Schneider & Harris LLP	Peninsula Clean Energy
Alta Power Group, LLC	Electrical Power Systems, Inc. Fresno	Pioneer Community Energy
Anderson & Poole	Engineers and Scientists of California	Public Advocates Office
Atlas ReFuel BART		Redwood Coast Energy Authority
	GenOn Energy, Inc.	Regulatory & Cogeneration Service, Inc.
BART	Green Power Institute	Resource Innovations
Buchalter	Hanna & Morton LLP	Rockpoint Gas Storage
Barkovich & Yap, Inc.		San Diego Gas & Electric Company
Braun Blaising Smith Wynne, P.C.	ICF consulting	SPURR
	iCommLaw	San Francisco Water Power and Sewer
California Community Choice Association	International Power Technology	Sempra Utilities
California Cotton Ginners & Growers Association	Intertie	Sierra Telephone Company, Inc.
California Energy Commission	Intestate Gas Services, Inc.	Southern California Edison Company
California Hub for Energy Efficiency		Southern California Gas Company
California Alternative Energy and Advanced Transportation Financing Authority	Kelly Group	Spark Energy
California Public Utilities Commission	Ken Bohn Consulting	Sun Light & Power
Calpine	Keyes & Fox LLP	Sunshine Design
Cameron-Daniel, P.C.	Leviton Manufacturing Co., Inc.	Stoel Rives LLP
Casner, Steve	Los Angeles County Integrated	Tecogen, Inc.
Center for Biological Diversity	Waste Management Task Force	TerraVerde Renewable Partners
Chevron Pipeline and Power		Tiger Natural Gas, Inc.
City of Palo Alto	MRW & Associates	TransCanada
City of San Jose	Manatt Phelps Phillips	Utility Cost Management
Clean Power Research	Marin Energy Authority	Utility Power Solutions
Coast Economic Consulting	McClintock IP	Water and Energy Consulting
Commercial Energy	McKenzie & Associates	Wellhead Electric Company
Crossborder Energy	Modesto Irrigation District	Western Manufactured Housing Communities Association (WMA)
Crown Road Energy, LLC		
Communities Association (WMA)	NOSSAMAN LLP	Yep Energy
Davis Wright Tremaine LLP	NRG Solar	
	OnGrid Solar	
Day Carter Murphy		
Dept of General Services		
Douglass & Liddell		
Downey Brand LLP		
Dish Wireless L.L.C.		

ATTACHMENT E
Certificate of Service

CERTIFICATE OF SERVICE

I, Rosa Gutierrez, certify that pursuant to the Commission's Rules of Practice and Procedure, I have on this 21st of January 2026, at San Francisco, CA, provided via email, a true and correct copy of LS Power Grid California, LLC Advice Letter No. 10-E to Service List A. 24-04-017.

/s/ Rosa Gutierrez

Rosa Gutierrez