DTE Electric Company
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July 31, 2025

Ms. Lisa Felice
Executive Secretary
Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, MI 48917

Re: In the matter of the application of **DTE ELECTRIC COMPANY** for approval of power purchase agreements and other relief.
MPSC Case No. U-21193 (Paperless e-file)

Dear Ms. Felice:

Attached for electronic filing in the above captioned matter is DTE Electric Company's Ex Parte Application with Affidavits and Exhibits. Also attached is the Proof of Service.

Very truly yours,

John A. Janiszewski Digitally signed by John A. Janiszewski
Date: 2025.07.31 13:36:35 -04'00'

John A. Janiszewski

JAJ/erb
Attachments
cc: Service List

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of **DTE ELECTRIC COMPANY** for approval of power purchase agreements and other relief.	)))))	Case No. U-21193

PROOF OF SERVICE

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

ESTELLA R. BRANSON states that on July 31, 2025, she served a copy of DTE Electric Company's Ex Parte Application with Affidavits and Exhibits, in the above captioned matter, via electronic mail upon the persons listed on the attached service list.

Estella R. Branson Digitally signed by Estella R. Branson Date: 2025.07.31 13:37:03 -04'00'

ESTELLA R. BRANSON

MPSC Case No. U-21193
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STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of	)	
DTE ELECTRIC COMPANY for approval	)	
of its integrated resource plan pursuant to	)	Case No. U-21193
MCL 460.6t and for the other relief.	)	

APPLICATION

DTE Electric Company ("DTE Electric" or the "Company") respectfully requests that the Michigan Public Service Commission ("MPSC" or the "Commission") grant *ex parte* approval, pursuant to Section 6t of 2016 PA 341, MCL 460.6t, Section 6j of 1982 PA 304, MCL 460.6j, 2008 PA 295, MCL 460.1001 *et seq*., as amended, and all other applicable law, of the Company's Eagle Creek Solar Power Purchase Agreement ("Eagle Creek PPA") and Freshwater Solar II Power Purchase Agreement ("Freshwater Solar II PPA") (collectively, the "PPAs"), as well as its Au Gres Solar Park Project ("Au Gres"), Elmwood Solar Park Project ("Elmwood"), Poseyville Solar Park Project ("Poseyville") and Strasburg Solar Park Project ("Strasburg") (collectively, the "Projects"), and find that the PPAs and Projects are consistent with the Company's Integrated Resource Plan ("IRP"), as approved in the Commission's Order Approving Settlement Agreement in Case No. U-21193 dated July 26, 2023. In support of its request, DTE Electric has attached as Exhibit 1 the Affidavit of Luisa M. Dunlap and Exhibit 2 the Affidavit of Ralph Luciani which are hereby fully incorporated into this Application, and states as follows:

1. DTE Electric is a corporation organized and existing under and by virtue of the laws of the State of Michigan, with its principal office at One Energy Plaza, Detroit, Michigan

48226. DTE Electric is owned by DTE Electric Holdings, LLC, which is a wholly-owned subsidiary of DTE Energy, providing retail electric service to customers located in Michigan.

2. DTE Electric's retail electric business is subject to the Commission's jurisdiction pursuant to Michigan law, including certain provisions of 1939 PA 3, as amended, including 2016 PA 341, MCL 460.1 *et seq*.; 1909 PA 106, as amended, MCL 460.551 *et seq*.; 1909 PA 300, as amended, MCL 462.2 *et seq*.; and 2008 PA 295, as amended, MCL 460.1001 *et seq*. Under these statutory provisions, the Commission has the power and jurisdiction to regulate the Company's retail electric rates.

3. On November 3, 2022, DTE Electric filed an application requesting approval of its IRP in Case No. U-21193 pursuant to MCL 460.6t, the Commission's orders in Case Nos. U-20633, U-18461, and U-18418, and all other applicable law.

4. On July 12, 2023, the parties filed a Settlement Agreement ("IRP Settlement Agreement") in Case No. U-21193 requesting the Commission's approval. The Commission's July 26, 2023 Order Approving Settlement Agreement in Case No. U-21193 found that the Company's Proposed Course of Action ("PCA"), as modified in the IRP Settlement Agreement, is the most reasonable and prudent means of meeting the Company's energy and capacity needs over the five-year, 10-year, and 15-year horizons.

5. The IRP Settlement Agreement established, among other things, that DTE Electric will seek to acquire the target amount of renewable and storage capacity identified in the PCA, as modified in paragraphs 12 and 13 of the IRP Settlement Agreement, for each applicable period and may exceed target amounts depending on the amount of bids, the size of the projects, cost and value, and variations in project commercial operation dates.

6. The IRP Settlement Agreement requires the Company to seek approval of power purchase agreements and contracts selected for development of renewable resources arising from the IRP through *ex parte* applications to the Commission. The Parties agreed that projects are consistent with the Company's IRP if they are determined to be priced at or below fair market value by the Independent Monitor ("IM") based on the bids submitted in the applicable Request for Proposal or at or below 150% of the $52.80/MWh Solar Levelized Cost of Energy ("LCOE") used in the IRP model (i.e., $79.20/MWh).

7. DTE Electric is seeking the Commission's *ex parte* approval of the Eagle Creek PPA and Freshwater Solar II PPA, along with related relief. DTE Electric is also seeking the Commission's *ex parte* approval of the master supply agreements for solar panel modules, master service agreements for engineering, procurement, and construction contracts (collectively, the "Contracts"), necessary to develop the Au Gres Solar Park Project, Elmwood Solar Park Project, Poseyville Solar Park Project, and Strasburg Solar Park Project, along with related relief. The PPAs are attached to Exhibit 1 as Attachment A (redacted), and the Contracts are attached to Exhibit 1 as Attachment B (redacted).

8. As detailed in the affidavits filed in support of this Application, in 2024, the Company implemented a competitive solicitation in the form of the open, non-discriminatory "2024 Renewable Energy Request for Proposals" (the "RFP") that sought at least 950 MW of renewable energy capacity intended to meet the applicable IRP and MIGreenPower ("MIGP") demand.

9. DTE Electric retained Guidehouse, Inc. ("Guidehouse") to serve as the Independent Monitor ("IM") with regard to the RFP. Among other things, Guidehouse provided support and oversight of the Company's RFP development, administration of the bidding, and proposal

evaluation processes. Guidehouse served as the IM in the Company's RFP in a manner consistent with the Competitive Procurement Guidelines and the IRP Settlement Agreement. Guidehouse's Report entitled, "DTE 2024 Renewable Energy Request for Proposals" ("Guidehouse Report") has been submitted with this filing as Attachment A to Exhibit 2, Affidavit of Ralph Luciani.

10. The PPAs and Projects were submitted in response to the RFP. The Company developed the RFP in consultation with the MPSC Staff pursuant to and consistent with the December 4, 2008, Temporary Order and December 23, 2008, Amendatory Order in Case No. U-15800, the September 9, 2021, Competitive Procurement Guidelines in Case No. U-20852, and the IRP Settlement Agreement in Case No. U-21193.

11. The RFP was conducted under an open, non-discriminatory procurement process that fairly considered different ownership structures. To ensure that evaluations of proposals were performed on a fair and consistent basis and to maintain integrity within the competitive bidding process, Guidehouse and DTE established a fire-wall and communication protocols between the RFP evaluation team, RFP subject matter experts, and the DTE self-build team.

12. Guidehouse ensured that there was consistency between the RFP and the Competitive Procurement Guidelines and IRP Settlement Agreement. Utilization of the competitive procurement process ensures that costs associated with the PPAs and Projects reflect the current market for developing new resources and are therefore inherently reasonable. Because the competitive procurement process provides the Company with actual costs from real-time bidding, the Company is assured that its costs reflect competitive market prices. As stated in the MPSC's Competitive Procurement Guidelines, "When utilized by utilities, it is presumed that resulting projects and contracts are reasonable and prudent."

13. The PPAs and Projects were shortlisted for IRP and MIGP needs based on the process described above. All of the conforming bids were shortlisted.[1] The contracted PPAs and Projects comprised 749 MW[2] out of the total RFP ask of 950 MW. A summary of the RFP responses is included in the Guidehouse Report. *See* Guidehouse Report, p. 21, Attachment A to Exhibit 2 (Affidavit of Ralph Luciani).

14. The PPAs and Projects the Company is seeking *ex parte* approval of in this Application are reasonable and prudent and consistent with the Company's IRP Settlement Agreement, including the type and amount of resources and cost established therein.

15. **Eagle Creek Power Purchase Agreement**

The Eagle Creek PPA is between DTE Electric and Eagle Creek Solar Park LLC, which is a directly wholly-owned subsidiary of EDP Renewables North America LLC. The Eagle Creek PPA requires Eagle Creek Solar Park LLC, to design, engineer, construct, install, startup, test, operate, and maintain the Eagle Creek Solar Project ("Eagle Creek Project") such that it can sell renewable capacity, energy, ancillary services, and renewable energy credits (RECs) to DTE Electric for a 30-year term. The Eagle Creek Project will be sited in Freemont and Brant Townships in Saginaw County and is anticipated to provide 120 MW_{AC} of renewable energy capacity with commercial operation expected to occur in Q2 2027. *See* Exhibit 1, Attachment A.

16. The Eagle Creek PPA is subject to a Financial Compensation Mechanism ("FCM") pursuant to Section 6t(15) of Public Act 231 of 2023, MCL 460.6t(15).

[1] Three PPAs were originally shortlisted. One of the PPA projects was removed by the developer for consideration.
[2] At time of shortlisting the PPAs and Projects comprised 737 MW however post shortlisting was increased to 749 MW due to the increase in size of Poseyville.

17. As further described by Company affiant Luisa Dunlap, the Eagle Creek PPA includes a Change in Tariff provision in which DTE Electric and Eagle Creek Solar Park LLC may increase the contract price due to a Change in Tariff up to a contract price cap. The price cap is a result of cost sharing between the Company and Eagle Creek Solar Park LLC and serves as reasonable and prudent customer protection to limit the amount of tariff exposure/risk. DTE Electric is requesting approval of the Eagle Creek PPA inclusive of the price cap amount.

18. **Freshwater Solar II Power Purchase Agreement**

The Freshwater Solar II PPA is between DTE Electric and Freshwater Solar II, LLC, which is an indirect wholly-owned subsidiary of DESRI Holdings, LP. The Freshwater Solar II PPA requires Freshwater Solar II, LLC to design, engineer, construct, install, startup, test, operate, and maintain the Freshwater Solar II Project ("Freshwater Solar II Project") such that it can sell renewable capacity, energy, ancillary services, and RECs to DTE Electric for a 30-year term. The Freshwater Solar II Project will be sited in Day Township in Montcalm County and is anticipated to provide 100 MW_{AC} of renewable energy capacity with commercial operation expected to occur in Q4 2027. *See* Exhibit 1, Attachment A.

19. The Freshwater Solar II PPA is subject to a Financial Compensation Mechanism ("FCM") pursuant to Section 6t(15) of Public Act 231 of 2023, MCL 460.6t(15).

20. As further described by Company affiant Luisa Dunlap, the Freshwater Solar II PPA includes a Trade Measure Events provision in which DTE Electric and Freshwater Solar II LLC may increase the contract price due to a Trade Measures Event up to a contract price cap. The price cap is a result of cost sharing between the Company and Eagle Creek Solar Park LLC and serves as reasonable and prudent customer protection to limit the amount of tariff

exposure/risk. DTE Electric is requesting approval of the Freshwater Solar II PPA inclusive of the price cap amount.

21. **Au Gres Solar Park Project**

The Au Gres Solar Park is a Company-owned project that will be sited in Turner and Mason Townships in Arenac County and is anticipated to provide 175 MW_{AC} of renewable energy nameplate capacity. The project will connect to the Au Gres Solar Park substation being constructed in Turner Township in Arenac County. The commercial operation date ("COD") of Au Gres is expected to occur no later than Q3 2028. With respect to the contracts necessary to construct the Au Gres Solar Park, DTE Electric has entered into a module supply agreement with New East Solar Energy (America) Inc. and a master service agreement with Barton Malow Company, for engineering, procurement, and construction. *See* Exhibit 1, Attachment B.

22. **Elmwood Solar Park Project**

The Elmwood Solar Park is a Company-owned project that will be sited in Elmwood Township in Tuscola County and is anticipated to provide 125 MW_{AC} of renewable energy nameplate capacity. The project will interconnect into the Elmwood Solar Park substation being constructed in Elmwood Township in Tuscola County. The COD of Elmwood is expected to occur no later than Q3 2028. With respect to the contracts necessary to construct the Elmwood Solar Park, DTE Electric has entered into module supply agreements with New East Solar Energy (America) Inc., Canadian Solar USA INC, and Boviet Solar USA LTD, as well as a master service agreement with Burns and McDonnell, for engineering, procurement, and construction. *See* Exhibit 1, Attachment B.

23. **Poseyville Solar Park Project**

The Poseyville Solar Park is a Company-owned project that will be sited in Ingersoll Township in Midland County and is anticipated to provide 129 MW_{AC}[3] of renewable energy nameplate capacity. The project will interconnect into the Poseyville Solar Park substation being constructed in Ingersol Township in Midland County. The COD of Poseyville is expected to occur no later than Q2 2028. With respect to the contracts necessary to construct the Poseyville Solar Park, DTE Electric has entered into a module supply agreement with New East Solar Energy (America) Inc. and a master service agreement with J. Ranck Electric, Inc., for engineering, procurement, and construction. *See* Exhibit 1, Attachment B.

24. **Strasburg Solar Park Project**

The Strasburg Solar Park is a Company-owned project that will be sited in Raisinville Township in Monroe County and is anticipated to provide 100 MW_{AC} of renewable energy nameplate capacity. The project will interconnect into the Strasburg Solar Park substation being constructed in Raisinville Township in Monroe County. The COD of Strasburg is expected to occur no later than Q3 2028. With respect to the contracts necessary to construct the Strasburg Solar Park, DTE Electric has entered into module supply agreements with Canadian Solar USA INC and Boviet Solar USA LTD, as well as a master service agreement with J. Ranck Electric, Inc., for engineering, procurement, and construction.[4] *See* Exhibit 1, Attachment B.

25. The blended levelized cost of energy ("LCOE") of the PPAs and Projects is $79/MWh, inclusive of FCM and tariff price caps, which is consistent with the Company's IRP Settlement Agreement of being below 150% of the $52.80/MWh solar LCOE used in the IRP

[3] At time of shortlisting the Poseyville project size was estimated at 117 MWac and increased post-shortlisting to 129 MWac

[4] The Company also has entered into an agreement for early design consulting services with Westwood Professional Services Michigan, LLC for the Strasburg Solar Park Project ("Westwood Agreement"). Although the Westwood Agreement is not an EPC MSA, the Company has included it for *ex parte* approval in this Application. *See* Exhibit 1, Attachment B for the Westwood Agreement's terms and conditions.

model, which was $79.20/MWh, and are priced below the fair market value $80.1/MWh as determined by the IM. The blended LCOE of the PPAs and Projects is inherently reasonable and prudent as a result of a competitive procurement process. Because the competitive procurement process provides the Company with actual costs from real-time bidding, the Company is assured that the costs reflect competitive market prices.

26. The PPAs and Projects were procured consistent with the Competitive Procurement Guidelines and are at a cost that is aligned with the IRP Settlement Agreement. Commission approval of this Application will not cause alteration or amendment to the Company's rates or rate schedules, nor will Commission approval increase the cost of service compared to what was assumed in the Company's IRP Settlement Agreement.

27. To satisfy the commercial operation dates of the PPAs and the Projects, the Company respectfully requests an expedited review and approval of this Application and accompanying PPAs and Contracts with the issuance of a Commission order by October 9, 2025. The solar market supply chain, including major equipment procurement and construction, is an extremely dynamic market where supply and demand are causing material shortages, delays in production, and tightening labor market resulting in pricing fluctuations. Additionally, risks associated with tariffs may also result in pricing fluctuations. Any later approval may compromise the Company's ability to maintain contracted pricing for both the PPAs and the Projects. Pursuant to the terms of the PPAs, if the Commission does not approve DTE Electric's Application and the relief requested therein by December 3, 2025, then the PPAs will automatically terminate.

WHEREFORE, based on the foregoing, DTE Electric Company respectfully requests that the Michigan Public Service Commission:

A. Approve DTE Electric Company's Eagle Creek Solar PPA and Freshwater Solar II PPA, attached hereto as Exhibit 1, Attachment A, and find that the PPAs are consistent with the Company's IRP Settlement Agreement;

B. Approve DTE Electric Company's Au Gres Solar Park Project, Elmwood Solar Park Project, Poseyville Solar Park Project, and Strasburg Solar Park Project, including the Contracts necessary for the development of the Projects, attached hereto as Exhibit 1, Attachment B, and find that the Projects and Contracts are consistent with the Company's IRP Settlement Agreement;

C. Grant *ex parte* approval of the relief requested herein without the time and expense of a public hearing by October 9, 2025; and

D. Grant any further relief as may be lawful and appropriate.

DTE ELECTRIC COMPANY

Dated: July 31, 2025

By: John A. Janiszewski

Digitally signed by John A. Janiszewski
Date: 2025.07.31 13:38:22 -04'00'

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Exhibit 1 - Affidavit of Luisa M. Dunlap

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of	)	
DTE ELECTRIC COMPANY for approval of	)	
its integrated resource plan pursuant to	)	Case No. U-21193
MCL 460.6t and for the other relief.	)	

AFFIDAVIT OF LUISA M. DUNLAP IN SUPPORT OF DTE ELECTRIC COMPANY'S APPLICATION FOR APPROVAL OF EAGLE CREEK POWER PURCHASE AGREEMENT, FRESHWATER SOLAR II POWER PURCHASE AGREEMENT, AU GRES SOLAR PARK, ELMWOOD SOLAR PARK, POSEYVILLE SOLAR PARK AND STRASBURG SOLAR PARK

STATE OF MICHIGAN)

COUNTY OF WAYNE)

Luisa M. Dunlap, being first duly sworn, deposes and states:

1. My title is Manager of Renewable Energy Development. I graduated from Wayne State University in 2008 with a Bachelor of Science degree in Chemical Engineering. In 2016, I received a Master of Business Administration from the University of Michigan, Dearborn. After obtaining my undergraduate degree, I joined DTE Electric Company ("DTE Electric" or the "Company"). Within DTE Electric, I have been an engineer at the Monroe Power Plant, a principal marketing analyst within Renewable Energy, and a senior strategist within Business Planning and Development. As a principal marketing analyst within Renewable Energy operations, I worked on O&M contracts for the Gratiot, Thumb, and Echo wind parks, and developed O&M wind and solar metrics. In October 2019, I began my position as a senior strategist in the DTE Electric

Renewable Energy Strategy group and am currently a manager in the Renewable Energy Competitive Procurement group. In this position, I manage the Request for Proposal process for new renewable energy and energy storage projects, assist in drafting regulatory filings, and lead contract negotiations for Power Purchase Agreements.

2. I have previously sponsored Affidavits before the Michigan Public Service Commission ("MPSC" or the "Commission") in support of DTE Electric's request for approval of the following contracts:

- Meridian Wind Park in Case No. U-18232,
- Fish Creek Solar Park, Little Trout Solar Park, and Mission Road Co-Location Solar Park in Case No. U-21361,
- Coldwater River Solar Park, White Pine Grove Solar Park, and Cedar Fields Solar Park in Case No. U-21193.

3. The facts contained in this affidavit are true and correct to the best of my information, knowledge, and belief.

4. With this filing, DTE Electric is seeking the Commission's *ex parte* approval of the Eagle Creek Solar Power Purchase Agreement ("Eagle Creek PPA") and Freshwater Solar II Power Purchase Agreement ("Freshwater Solar II PPA") (collectively, the "PPAs") along with related relief. DTE Electric is also seeking the Commission's *ex parte* approval of the master supply agreements for solar panel modules and master service agreements for engineering, procurement, and construction contracts, necessary to develop the Au Gres Solar Park Project ("Au Gres"), Elmwood Solar Park Project ("Elmwood"), Poseyville Solar Park Project ("Poseyville")

and Strasburg Solar Park Project ("Strasburg")[1], (collectively, the "Projects"), along with related relief.

5. DTE Electric is seeking a Commission determination that the PPAs and the Projects are reasonable and prudent in accordance with the Company's Integrated Resource Plan ("IRP") Settlement Agreement approved in the Commission's July 26, 2023, Order Approving Settlement Agreement in Case No. U-21193 ("IRP Settlement Agreement") as well as being in accordance with the Company's recent Amended Renewable Energy Plan ("REP") Settlement Agreement approved in the Commission's May 15, 2025, Order Approving Settlement Agreement in Case No. U-21662 ("Amended REP Settlement Agreement").

6. As explained further below, the blended levelized cost of energy ("LCOE") of the portfolio of PPAs and Projects being requested for approval in this Application is consistent with the IRP Settlement Agreement and Amended REP Settlement Agreement and the price is inherently reasonable because it is the result of a competitive procurement process and reflects real world pricing and current market conditions. The costs relate to resources that are needed to ensure DTE Electric can meet its obligations under 2008 PA 295, as amended by 2023 PA 235, and are consistent with the Company's IRP Settlement Agreement.

OVERVIEW OF POWER PURCHASE AGREEMENTS

7. The Eagle Creek PPA is between DTE Electric and Eagle Creek Solar Park LLC, which is a directly wholly-owned subsidiary of EDP Renewables North America LLC. The Eagle Creek PPA requires Eagle Creek Solar Park LLC, to design, engineer, construct, install, startup,

[1] The Company also has entered into an agreement for consulting services with Westwood Professional Services Michigan, LLC for the Strasburg Solar Park. Please see Attachment B of my Affidavit for the terms and conditions with Westwood Professional Services Michigan, LLC.

test, operate, and maintain the Eagle Creek Solar Project ("Eagle Creek Project") such that it can sell renewable capacity, energy, ancillary services, and renewable energy credits (RECs) to DTE Electric for a 30-year term. The Eagle Creek Project will be sited in Freemont and Brant Townships in Saginaw County and is anticipated to provide 120 MW_{AC} of renewable energy capacity with commercial operation date ("COD") expected to occur in Q2 2027.

8. The Freshwater Solar II PPA is between DTE Electric and Freshwater Solar II, LLC, which is an indirect wholly-owned subsidiary of DESRI Holdings, LP. The Freshwater Solar II PPA requires Freshwater Solar II, LLC to design, engineer, construct, install, startup, test, operate, and maintain the Freshwater Solar II Project ("Freshwater Solar II Project") such that it can sell renewable capacity, energy, ancillary services, and RECs to DTE Electric for a 30-year term. The Freshwater Solar II Project will be sited in Day Township in Montcalm County and is anticipated to provide 100 MW_{AC} of renewable energy capacity with commercial operation expected to occur in Q4 2027.

9. The PPAs are attached to my Affidavit as Attachment A and incorporated herein by reference.

OVERVIEW OF COMPANY-OWNED PROJECTS

10. The Company seeks to construct the Au Gres Solar Park, Elmwood Solar Park, Poseyville Solar Park, and Strasburg Solar Park. With respect to the master supply agreements ("MSAs") necessary to develop the Projects, DTE Electric has entered into module supply agreements with New East Solar Energy (America) Inc. ("NE Solar"), Canadian Solar USA INC ("Canadian Solar")[2], and Boviet Solar USA LTD ("Boviet"), (collectively, the "Module MSAs") through competitive bidding processes. DTE Electric has entered into master service agreements

[2] DTE Electric's contract with Canadian Solar USA INC is a module sales agreement. *See* Attachment B to my Affidavit.

with Barton Malow Company ("Barton Malow"), J. Ranck Electric, Inc. ("J. Ranck"), and Burns and McDonnell for engineering, procurement, and construction contracts (collectively, the "EPC MSAs"). The Module MSAs and EPC MSAs are collectively referred to in this Affidavit as "the Contracts" and are attached to my Affidavit as Attachment B and incorporated herein by reference.

11. The Contracts require: NE Solar, Canadian Solar, and Boviet to provide solar panel modules; Barton Malow, J. Ranck, and Burns and McDonnell to design, engineer, construct, install, start-up, and test the Projects. Additional contracts for other facility components have been negotiated and are being negotiated and are included in the total installed cost of Au Gres, Elmwood, Poseyville, and Strasburg.

Table 1 below shows the Contracts that are assigned to each of the Projects.

Table 1: Contracts Assigned to the Projects:

	Au Gres	Elmwood	Poseyville	Strasburg
Module Supply Agreement	NE Solar	NE Solar Canadian Solar Boviet	NE Solar	Canadian Solar Boviet
EPC MSA	Barton Malow	Burns & McDonnell	J. Ranck	J. Ranck Westwood

12. Au Gres will be sited in Turner and Mason Townships in Arenac County. The project will connect to the Au Gres Solar Park substation being constructed in Turner Township in Arenac County and is anticipated to provide 175 MW_{AC} of renewable energy nameplate capacity. The COD of Au Gres is expected to occur no later than Q3 2028.

13. Elmwood will be sited in Elmwood Township in Tuscola County. The project will interconnect into the Elmwood Solar Park substation being constructed in Elmwood Township in

Tuscola County and is anticipated to provide 125 MW_{AC} of renewable energy nameplate capacity. The COD of Elmwood is expected to occur no later than Q3 2028.

14. Poseyville will be sited in Ingersoll Township in Midland County. The project will interconnect into the Poseyville Solar Park substation being constructed in Ingersol Township in Midland County and is anticipated to provide 129 MW_{AC}[3] of renewable energy nameplate capacity. The COD of Poseyville is expected to occur no later than Q2 2028.

15. Strasburg will be sited in Raisinville Township in Monroe County. The project will interconnect into the Strasburg Solar Park substation being constructed in Raisinville Township in Monroe County and is anticipated to provide 100 MW_{AC} of renewable energy nameplate capacity. The COD of Strasburg is expected to occur no later than Q3 2028.

COMPETITIVE PROCUREMENT PROCESS

16. The PPAs and Projects were submitted in response to DTE Electric's 2024 Renewable Energy Request for Proposal ("RFP"). The Company developed the RFP in consultation with the MPSC Staff pursuant to and consistent with the December 4, 2008, Temporary Order and December 23, 2008, Amendatory Order in Case No. U-15800, the September 9, 2021, Competitive Procurement Guidelines ("Competitive Procurement Guidelines") in Case No. U-20852, and the IRP Settlement Agreement (Case No. U-21193).

17. DTE Electric retained Guidehouse, Inc. ("Guidehouse") to serve as an independent monitor ("IM") of DTE Electric's RFP process and to leverage its experience with utilities across the United States in similar competitive procurements. The Company's use of an IM conformed to the Commission's Competitive Procurement Guidelines and the IRP Settlement Agreement.

[3] At time of shortlisting the Poseyville project size was estimated at 117 MWac and increased post-shortlisting to 129 MWac.

18. Guidehouse provided support and oversight of the Company's RFP development, administration of the bidding, and proposal evaluation processes. Guidehouse's role as IM in the Company's RFP process aligns with the definition of an IM in the Competitive Procurement Guidelines and is in accordance with Section 9 of the IRP Settlement Agreement. Guidehouse's report titled "DTE 2024 Renewable Energy Request for Proposals" has been included as part of this filing as Attachment A to Exhibit 2 (Affidavit of Ralph Luciani).

19. In Case No. U-15800, Attachment D to the Commission's December 4, 2008, Temporary Order specifically provided that the "bid evaluation process may include an assessment of both price and non-price factors." Accordingly, the Company utilized scorecards that were reviewed by the MPSC Staff and were consistent with Attachment D to the December 4, 2008, Temporary Order in Case No. U-15800 and Exhibit No. A-33 (CLC-1) admitted in Case No. U-15806-RPS. The scorecards were also consistent with the Competitive Procurement Guidelines and the IRP Settlement Agreement.

20. A pre-RFP conference was held on March 5, 2024, during which RFP documents and scorecard were shared with stakeholders for review and feedback. As a result of the pre-RFP conference and related correspondence, including with bidders and MPSC Staff, the Company received feedback and incorporated suggestions into the final RFP. DTE Electric appreciates and values feedback from all stakeholders and will continue to leverage learnings to inform and improve future RFP processes.

21. The RFP was issued on September 10, 2024,[4] to procure at least 950 MW of renewable energy capacity in order to meet Integrated Resource Plan and MIGreenPower ("MIGP") demand by Q4 2027. Proposal responses were due on October 29, 2024.

22. The RFP was conducted under an open, non-discriminatory competitive procurement process. Guidehouse ensured that there was consistency between the RFP, the Competitive Procurement Guidelines, and IRP Settlement Agreement. Utilization of the competitive procurement process ensures that costs associated with the PPAs and Projects reflect the current market for developing new resources and are therefore inherently reasonable. Because the competitive procurement process provides the Company with actual costs from real-time bidding, the Company is assured that its costs reflect competitive market prices. As stated in the MPSC's Competitive Procurement Guidelines, "When utilized by utilities, it is presumed that resulting projects and contracts are reasonable and prudent."

23. The PPAs and Projects were shortlisted for IRP and MIGP needs based on the process described above. All of the conforming bids were shortlisted[5]. The contracted PPAs and Projects comprised 749 MW[6] out of the total RFP ask of 950 MW. A summary of the RFP responses is included in the Guidehouse Report *See* Guidehouse Report, p. 21, Attachment A to Exhibit 2 (Affidavit of Ralph Luciani).

24. The megawatts will be allocated between MIGP and renewable portfolio standard compliance in accordance with the VGP Partial Settlement Agreement in Case No. U-21172.

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[4] The RFP issuance was delayed from April 9, 2024 until September 10, 2024. The RFP issuance was paused pending resolution of the Voluntary Green Pricing ("VGP") Partial Settlement in Case No. U-21172, which was approved by the Commission on July 2, 2024. Following approval of the VGP Partial Settlement Agreement due to the passage of time, the COD timing was reconsidered given the continual MISO DPP timeline delays.

[5] Three PPAs were originally shortlisted. One of the PPA projects was removed for consideration by the developer.

[6] At time of shortlisting the PPAs and Projects comprised 737 MW however post shortlisting was increased to 749 MW due to the increase in size of Poseyville.

25. The RFP requested projects that included a COD date of no later than Q4 2027, however specified that if a project's proposed back-feed date did not support a 2027 proposed COD, supporting documentation on past projects was to be provided demonstrating success in accelerating expected back-feed dates. Au Gres, Elmwood, Poseyville, and Strasburg are all projects in the Midcontinent Independent System Operator, Inc. ("MISO") Definitive Planning Phase 1 2022-Cycle. Due to known delays in the interconnection process, all four Projects have proactively signed a letter of agreement for engineering design and procurement of network upgrades with Michigan Electric Transmission Company, LLC ("METC") and MISO in an effort to expedite the anticipated commercial operation dates of the projects. All four Projects have a dedicated METC project manager assigned and are meeting regularly in an effort to pull ahead the back-feed date to achieve COD of December 2027 for all four projects.

PRICING AND TARIFF PROVISIONS FOR THE POWER PURCHASE AGREEMENTS

26. Based on my knowledge related to the development of the IRP Settlement Agreement, as well as my leadership role in the negotiations to establish the PPAs, I believe that the PPAs are reasonable and prudent. The IRP Settlement Agreement established that projects are consistent with the Company's IRP if they are determined to be priced at or below fair market value by the IM based on the bids submitted in each respective RFP or at or below 150% of the $52.80 Solar LCOE used in the IRP model (i.e., $79.20). The blended LCOE of the portfolio of PPAs and Projects is $79/MWh, inclusive of financial compensation mechanism and tariff price cap, and is consistent with the IRP Settlement Agreement value of $79.20/MWh and the fair

market value of $80.1/MWh.[7] The pricing of the PPAs and Projects is inherently reasonable and prudent as it is a result of the competitive procurement process and reflects real world pricing that reflects current market conditions.

27. The PPAs include a financial compensation mechanism ("FCM"). Eagle Creek PPA and Freshwater Solar II PPA are subject to a FCM pursuant to Section 6t (15) of Public Act 231 of 2023, MCL 460.6t(15):

> If an electric provider whose rates are regulated by the commission enters into a . . . purchase power agreement for renewable energy resources . . . with an entity that is not affiliated with that utility, the commission shall authorize a financial incentive for that utility calculated as the product of contract payments in that year multiplied by the electric provider's pre-tax weighted average cost of permanent capital comprised of long-term debt obligations and equity of the electric provider's total capital structure as determined by the commission's final order in the electric provider's most recent general rate case.[8]

The FCMs are not fixed through the term of the PPAs and will be updated based on the Commission's final order in each succeeding general rate case.

28. The PPAs include a provision where DTE Electric and Eagle Creek Solar Park LLC and Freshwater Solar II LLC may increase the contract price due to a Change in Tariff or Trade Measure Events up to a contract price cap. [redacted] The price caps are a result of cost sharing between the Company and Eagle Creek Solar Park LLC and the Company and Freshwater Solar II, LLC and serve as reasonable and prudent customer protection to limit the amount of tariff exposure/risk.

29. [redacted]

[7] *See* Guidehouse Report, p. 18, Attachment A to Exhibit 2 (Affidavit of Ralph Luciani), regarding the fair market value analysis.

[8] The pre-tax weighted cost of permanent capital is 8.80%. [9] The Expected LCOE with FCM row and Tariff Cap row are not additive in order to get to the Expected LCOE with Tariff Threshold and FCM.

[redacted]

30. [redacted]

31. [redacted] DTE Electric will file the final contract prices in Case No. U-21193.

32. DTE Electric is requesting approval of the PPAs inclusive of the price cap amounts. [redacted] Table 2 below reflects the expected LCOE for each of the PPAs:

Table 2: Expected LCOE for each of the PPAs:

Project	Eagle Creek	Freshwater Solar II
Expected LCOE with FCM ($/MWh)	$82/MWh	$86/MWh
[redacted]	[redacted]	[redacted]

33. The PPAs also include provisions where DTE Electric and Eagle Creek Solar Park LLC or DTE Electric and Freshwater Solar II LLC may negotiate a tax amendment related to an Adverse Change in Tax Law or Inflation Reduction Act Changes. [redacted] DTE Electric will file the final contract prices in Case No. U-21193.

PRICING AND TARIFF PROVISIONS FOR COMPANY-OWNED PROJECTS

34. Based on my knowledge related to the development of the IRP Settlement Agreement as well as the negotiations to establish the Contracts, I believe that the Projects as well as their accompanying Contracts are reasonable and prudent. Table 3 below reflects the estimated installed costs and expected LCOEs for each of the Projects.

[redacted]

Table 3: Estimated Installed Costs and Expected LCOEs for each of the Projects:

Projects	Au Gres	Elmwood	Poseyville	Strasburg
Installed Cost ($/kw)	$2299/kW	$2073/kW	$2232/kW	$2570/kW
LCOE ($/MWh)[10]	$78	$71	$78	$80
PTC/ITC (%)[11]	ITC	ITC	PTC	ITC
PTC Rate ($/MWh)[12] / ITC Rate (%)	40%	40%	$30	40%

35. The Au Gres, Elmwood, and Strasburg projects will be eligible for the 30% ITC. Additionally, these three projects are expected to qualify for the additional 10% ITC value assuming the Energy Community bonus. The nominal ITC value for Au Gres, Elmwood, and Strasburg projects is approximately $125 million, $90 million, and $82 million.

36. The Poseyville project will qualify for a Production Tax Credit ("PTC") of $30 per MWh in 2028 with escalations in the following years. The nominal PTC value for the Poseyville life of the project is approximately $93 million.

37. Attachment C to my Affidavit reflects tariff impacts identified by suppliers, which are accounted for in the Projects' LCOEs. Any tariff impacts that apply to the Au Gres, Elmwood, Poseyville, and Strasburg Projects above the tariff percentages as identified in Attachment C will be reconciled in the applicable Renewable Energy Cost Reconciliation filing. Through the Renewable Energy Cost Reconciliation process, the Commission may evaluate any tariff costs to determine whether the costs incurred were reasonable and prudent.

38. The Company reasonably and prudently safe-harbored equipment in 2024 for the Projects and is expecting to receive the eligible ITC or PTC shown above. Only one type of tax

[10] The LCOE includes carrying costs as Allowance for Funds Used During Construction (AFUDC).
[11] The IRA allows for the transferability of tax credits. The Company is assuming these tax credits will be transferred at a 5% discount and transferred ITCs are not subject to normalization.
[12] PTC rates are for the first year of operation and escalate beginning in 2030.

credit, PTC or ITC, was chosen for each Project. Actual tax credit selection may vary based on actual Project-specific data. If there is a change in tax law that impacts the economics of the Projects, then the additional costs will be included in the applicable Renewable Energy Cost Reconciliation filing.

COMPANY-OWNED PROJECTS AND PPA PRICING

39. The blended LCOE of the Company-Owned Projects and PPAs is $79/MWh, inclusive of financial compensation mechanism and tariff price caps, which is consistent with the with Company's IRP Settlement Agreement of being below 150% of the $52.80/MWh solar LCOE used in the IRP model, which was $79.20/MWh, and are priced below the fair market value $80.1/MWh as determined by the IM. I believe that the blended levelized cost of the PPAs, including FCM, and the Projects are reasonable and prudent. In addition, approval of the PPAs, Projects and DTE Electric's related request for relief are consistent with the Company's approved IRP Settlement Agreement. Because the competitive procurement process provides the Company with actual costs from real-time bidding, the Company is assured that its costs reflect competitive market prices.

REQUEST FOR APPROVAL

40. To satisfy the commercial operation dates of the PPAs and the Projects, the Company respectfully requests an expedited review and approval of this Application and accompanying PPAs and Contracts with the issuance of a Commission order by October 9, 2025. The solar market supply chain, including major equipment procurement and construction, is an extremely dynamic market where supply and demand are causing material shortages, delays in production, and tightening labor market resulting in pricing fluctuations. Additionally, risks associated with tariffs may also result in pricing fluctuations. Any later approval may compromise

the Company's ability to maintain contracted pricing for both the PPAs and Company owned Contracts. Pursuant to the terms of the PPAs, if the Commission does not approve DTE Electric's Application and the relief requested therein by December 3, 2025, then the PPAs will automatically terminate.

41. The PPAs and Contracts which have been executed, are being submitted with the Company's Application as Attachment A and Attachment B, respectively. Based on my knowledge related to the development of the IRP Settlement Agreement, as well as the negotiations to establish the PPAs and Contracts, the PPAs and Contracts are consistent with the Company's IRP Settlement Agreement approved on July 26, 2023, in Case No. U-21193. If the Commission does not grant approval of the relief requested in the Company's Application without modification by December 3, 2025, then under the terms of the PPAs the agreements will automatically terminate. All parties recognize that any later approval may severely compromise the developer's and the Company's ability to achieve commercial operation date targets and may compromise the ability to maintain pricing.

42. The Company competes for renewable energy, advanced cleaner energy, and related equipment, products and services. Maintaining the confidentiality of the specific terms and conditions involved in acquiring such renewable energy, advanced cleaner energy, and related equipment, products and services will help ensure that the suppliers submit competitive proposals and offer their best prices to DTE Electric and thereby help DTE Electric achieve the lowest reasonable cost for these items. Accordingly, maintaining the confidentiality of the various redacted provisions of the PPAs and Contracts will help the Company provide DTE Electric customers with lower cost renewable energy consistent with applicable law.

43. Public disclosure of the redacted details in the PPAs and Contracts will hamper the Company's ability to provide the lowest reasonable renewable energy and advanced cleaner energy power supply cost to its retail electric customers. Therefore, it is in the best interests of DTE Electric and its customers for such commercially sensitive information to remain confidential and undisclosed. The original unredacted PPAs and Contracts are available for inspection by the Commission and its Staff at the Company's premises or by other agreed upon means.

44. Based on my experience and the above determinations, it is in the best interests of DTE Electric and its customers for the Commission to approve the Eagle Creek Power Purchase Agreement, Freshwater Solar II Power Purchase Agreement, Au Gres Solar Park, Elmwood Solar Park, Poseyville Solar Park, and Strasburg Solar Park and grant the Company's related requests for relief.

Further, Affiant sayeth not.

Luisa M. Dunlap

Digitally signed by Luisa M. Dunlap
Date: 2025.07.31 13:39:10 -04'00'

Luisa M. Dunlap

Subscribed and sworn to before
me this 31st day of July 2025.

Estella R. Branson

Digitally signed by Estella R. Branson
Date: 2025.07.31 13:39:40 -04'00'

Estella R. Branson, Notary Public
Oakland County, Michigan
My Commission Expires: 10-26-2029
Acting in Wayne County

Exhibit 1 - Attachment A (redacted)

PPAs

POWER PURCHASE AGREEMENT

By and Between

DTE ELECTRIC COMPANY,

a Michigan Corporation

and

EAGLE CREEK SOLAR PARK LLC
a Delaware limited liability company

July 22, 2025

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[redacted]

[redacted]

POWER PURCHASE AGREEMENT

This POWER PURCHASE AGREEMENT is made and entered into as of the 22nd day of July, 2025 (the "Contract Date"), by and between DTE ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Michigan, ("DTE"), and EAGLE CREEK SOLAR PARK LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Supplier").

RECITALS

A. DTE is an operating electric public utility, subject to the applicable rules and regulations of the Michigan Public Service Commission and the Federal Energy Regulatory Commission.

B. Supplier plans to build, own, and operate the Project (as defined below), a proposed solar photovoltaic generating facility in Saginaw County, Michigan, which it intends to designate as a Renewable Energy System (as defined below) with the Michigan Public Service Commission.

C. The Parties intend that the electricity generated by the Project will comply with the requirements of the Act (as defined below) and qualify for Renewable Energy Credits (as defined below) thereunder.

D. The Parties intend that the nameplate capacity of the Project will comply with the requirements of the Act.

E. Supplier desires to sell to DTE, all the Product (as defined below) from the Project, and DTE desires to purchase all such Product from Supplier, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DTE and Supplier, intending to be legally bound, hereby agree as follows:

ARTICLE 1
AGREEMENT; INTERPRETATION; DEFINITIONS

1.1 Documents Included. This Power Purchase Agreement between DTE and Supplier consists of this document ("Body of the Agreement") [redacted]

1.2 Entire Agreement. This Agreement sets forth the full and complete understanding of the Parties relating to the subject matter hereof as of the date first above stated, and supersedes any and all negotiations, agreements and representations made or dated prior thereto. Subsequent to the date hereof, this Agreement may be supplemented, modified or otherwise amended by mutual agreement or in accordance with the terms of this Agreement. Such amendments, if any,

must be in the form of a written amendment to this Agreement and signed by authorized representatives of both Parties to this Agreement.

1.3 Conflicting Provisions. In the event of inconsistency between components of the Agreement, such inconsistency shall be resolved by applying the following order of precedence: (a) amendments to this Agreement, (b) the Body of the Agreement; and [redacted]. Either Party, upon becoming aware of any inconsistency among any of the components of this Agreement, shall promptly notify the other Party of such inconsistency. Any conflict or inconsistency which cannot be resolved by the Parties to their mutual satisfaction shall be resolved in accordance with the provisions of Article 24.

1.4 Rules of Interpretation

1.4.1 Terminology. Unless otherwise required by the context in which any term appears:

1.4.1.1 Capitalized terms used in this Agreement shall have the meanings specified in this Article or defined elsewhere in this Agreement.

1.4.1.2 The singular shall include the plural, the masculine shall include the feminine and neuter, and words denoting natural persons may be interpreted as referring to other types of Persons and vice versa.

1.4.1.3 References to "Articles," "Sections," or [redacted] shall be to articles, sections, or [redacted], and references to paragraphs or clauses shall be to separate paragraphs or clauses of the section or subsection in which the reference occurs.

1.4.1.4 The words "herein," "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; the words "include," "includes" or "including" introduces an illustrative, non-exhaustive list.

1.4.1.5 The term "day" means a calendar day (beginning at 12:00 a.m. and ending at 11:59 p.m.). The term "month" means a calendar month, and the term "year" means a calendar year. The term "business day" means a day other than Saturday, Sunday or a day that is a legal holiday under Michigan law. Unless otherwise expressly provided, dates and times are in the applicable time zone(s) used by MISO for specific purposes under the MISO Tariff.

1.4.1.6 (i) Whenever an event is to be performed by a particular date, or a period ends on a particular date, and the date in question falls on a weekend or on a day which is not a business day, the event shall be performed, or the period shall end, on the next succeeding business day, and (ii) any event required to occur or condition to be fulfilled prior to the start of physical work on the Site or any other specified milestone or stage of development of the Project shall be deemed to be a

condition to the signing of this Agreement if such milestone or stage of development of the Project shall have occurred prior to the Contract Date.

1.4.1.7 All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied.

1.4.1.8 All references to a particular entity shall include such entity's successors and permitted assigns.

1.4.1.9 All references to any contract (including this Agreement) or other agreement shall be to such contract or other agreement as the same may be amended, modified, supplemented or restated and be in effect from time to time.

1.4.1.10 Subject to Article 15, any reference to an Applicable Law means a reference to such Applicable Law as the same may be amended, modified, supplemented or restated and be in effect from time to time.

1.4.1.11 Under no circumstances shall Supplier be deemed to be a subcontractor of DTE.

1.4.1.12 Any references to any agreement or document or a portion or provision thereof will be construed as a reference to the same as amended, supplemented or otherwise modified from time to time.

1.4.1.13 Any references to any Governmental Authority or REC Administrator will be construed as including a reference to any Governmental Authority or REC Administrator succeeding to all or a portion of its respective functions and capacities (including, in the case of MISO, any independent system operator, regional transmission authority or other similar transmission operator).

1.4.1.14 Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such well known and generally accepted meanings.

1.4.2 Headings. The titles of the articles and sections herein have been inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions hereof.

1.4.3 Joint Responsibility for Drafting. This Agreement was negotiated and prepared by both Parties with advice of counsel to the extent deemed necessary by each Party; the Parties have agreed to the wording of this Agreement; and none of the provisions hereof shall be construed against one (1) Party on the ground that such Party is the author of this Agreement or any part thereof.

1.4.4 Obligation to Act in Good Faith, Etc. The Parties shall act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided in this Agreement

that a Party may exercise its sole discretion with respect thereto, (a) where the Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, delayed or conditioned, and (b) wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.

1.5 Definitions. For the purposes of this Agreement, the following words and terms, when capitalized, shall have the meanings specified below (other words and abbreviations that have well-known technical or trade meanings are used in this Agreement in accordance with such recognized meanings):

[redacted]

"Act" means Clean and Renewable Energy and Energy Waste Reduction Act, 2008 PA295, 2016 PA342, MCL 460.1001 *et seq*. and the regulations promulgated thereunder, in each case, as amended.

"Adjusted Delivered Amount" means the sum of the Delivered Amount for a Contract Year or MISO Planning Year (as applicable) plus the aggregate amount of [redacted].

"Administrative Fee" has the meaning ascribed to that term in Section 3.9.2.

[redacted]

"Affiliate" means,

(a)with respect to any Person other than DTE, any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with that Person provided, however, that the term "Affiliate," when used with respect to Supplier, shall not include any direct or indirect third party tax equity investor in Supplier; and

(b)with respect to DTE, DTE Energy Company and each direct Controlled subsidiary of DTE (excluding, for the avoidance of doubt, any affiliate or subsidiary of DTE Energy Company other than DTE and DTE's direct Controlled subsidiaries).

"Agreement" has the meaning ascribed to that term in Section 1.1.

"A.M. Best" means A.M. Best Company, Inc.

"Ancillary Services" has the meaning ascribed to the term "Ancillary Service" in the MISO Tariff.

"Applicable Law" means any statute, treaty, common law, ordinance, building code, regulation, rule, decree, adjudicative ruling, final judicial or administrative order, tariff or permit condition of a Governmental Authority (a) having jurisdiction over any part of the Project or the Site or (b) that is otherwise applicable to this Agreement and each other document, instrument and agreement delivered or to be delivered hereunder or in connection herewith.

[redacted]

"Auction Clearing Price" mean with respect to a Season within a MISO Planning Year, the price (expressed in $ per MW Day) determined and announced by MISO in the Planning Resource Auction for such Season within the MISO Planning Year for capacity that is located in the Local Resource Zone in which DTE's service territory is located and clears in such Planning Resource Auction.

"Bankruptcy Code" means Title 11, United States Code, and any other state or U.S. federal insolvency, reorganization, moratorium or similar law for the relief of debtors, or any successor statute.

"Billing Period" has the meaning ascribed to that term in Section 4.1.1.

"Body of the Agreement" has the meaning ascribed to that term in Section 1.1.

"Business Day" means any day other than Saturday, Sunday, Federal Reserve Bank holiday, or other day that is a holiday observed by DTE.

"Capacity" means the instantaneous rate at which Energy can be delivered, received or transferred measured in MW from the Project at the Delivery Point.

"Capacity Attribute" means any current or future defined characteristic, certificate, tag, credit, or accounting construct associated with the amount of power that the Project can generate and deliver to the Delivery Point at a particular moment and that can be purchased and sold under MISO market rules. Capacity Attributes include Zonal Resource Credits.

"Capacity Availability" has the meaning ascribed to that term in Section 3.10.1.1.

"Capacity Availability Shortfall Damages" means with respect to a MISO Planning Year, the amount calculated for such MISO Planning Year pursuant to the equation set forth in Section 3.10.1.

"Capacity Deficiency" has the meaning ascribed to that term in Section 25.2.

"Capacity Factor" means with respect to a MISO Planning Year, the value equal to (a) the total Adjusted Delivered Amount for the MISO Planning Year divided by (b) the amount equal to (i) the Contract Capacity multiplied by (ii) the number of hours in the MISO Planning Year.

"Capacity Value" means the amount of capacity in MW (one (1) MW is equivalent to one (1) Zonal Resource Credit) accredited to the Project by MISO for a specific Season within a MISO Planning Year.

[redacted]

"Class Average Accreditation" has the meaning ascribed to that term in Section 3.10.1.1.

"Commercial Operation" means that Supplier has (a) demonstrated to DTE's satisfaction that the requirements set forth in Section 5.4 and [redacted] have been satisfied with respect to the Project, and (b) delivered a certificate to DTE in the form of [redacted] executed by a Responsible Officer of Supplier, together with the required supporting documentation.

"Commercial Operation Date" means the date on which Commercial Operation occurs.

"Commercial Pricing Node" or "CPNode" has the meaning ascribed to such term in the MISO Tariff.

"Confidential Information" has the meaning ascribed to that term in Section 19.1.

"Contract Capacity" means 120 MW.

"Contract Date" has the meaning ascribed to that term in the preamble of this Agreement.

"Contract Rate" has the meaning ascribed to such term in [redacted]

"Contract Representative" of a Party means the individual designated by that Party in [redacted] who is responsible for ensuring effective communication, coordination and cooperation between the Parties in accordance with Section 23.2.

"Contract Year" means a period of twelve (12) calendar months during the Delivery Term beginning on January 1st of a year and continuing through December 31st of the same year, except that (i) the first Contract Year will begin on the Commercial Operation Date and continue through December 31st of the year in which the Commercial Operation Date occurred, and (ii) the final Contract Year will begin on January 1st of the year during which this Agreement terminates and continue through the day prior to the anniversary of the Commercial Operation Date during such year, or if this Agreement is early terminated, the early termination date of this Agreement.

"Control" (including, with correlative meaning, the terms "controlled by" and "under common control with") means, as used with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or partnership interests, by contract or otherwise; provided that a Person shall not be deemed to have "Control" as a result of holding or exercising only supermajority voting rights or other rights customary for holders of minority interests in such Person.

"Cost of New Entry" means the costs as defined in the MISO Tariff.

"COVID-19" means the coronavirus disease named "COVID-19" by the World Health Organization and caused by the virus named Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2) by the International Committee on Taxonomy of Viruses and any mutations thereof.

"Credit Rating" means with respect to a Person and a Relevant Rating Agency, the respective rating then assigned by such Relevant Rating Agency to such Person's unsecured, senior long-term debt or deposit obligations, not supported by third party credit enhancement, or if such Person does not have a rating for its unsecured, long-term debt, then the rating assigned to such Person as its issuer credit rating (corporate credit rating) by a Relevant Rating Agency.

"Credit Support" means a Guaranty, a Letter of Credit or cash (denominated in United States dollars).

"Damages" means any and all claims, demands, suits, obligations, payments, liabilities, costs, fines, Penalties, sanctions, Taxes, judgments, damages, losses or expenses, in each case, imposed by a third-party upon an Indemnified Party or incurred in connection with any claim by a third-party against an Indemnified Party pursuant to Article 17.

"Day-Ahead Market" has the meaning ascribed to the term "Day Ahead Energy and Operating Reserve Market" in the MISO Tariff.

"Day-Ahead Schedule" has the meaning ascribed to the term "Day Ahead Schedule" in the MISO Tariff.

"Day-Ahead Settlement Interval" means the then-applicable settlement interval used by MISO for day-ahead revenue settlement for generation as set forth in the MISO Tariff, provided that if more than one (1) day-ahead settlement interval is allowed under the MISO Tariff, the "Day-Ahead Settlement Interval" will be the shortest then-applicable day-ahead settlement interval.

"Daylight Hours" means with respect to a day, the period that starts with and includes the first full hour following sunrise on such day and continues through and includes the last full hour before sunset on such day, in each case in Detroit, Michigan as specified by the National Weather Service, or any successor agency that reports sunrise and sunset data, for such day.

[redacted].

"Defaulting Party" has the meaning ascribed to that term in Section 18.1.

"Delay Liquidated Damages" has the meaning ascribed to that term in Section 25.1.

"Delivered Amount" means with respect to any period, the actual amount of Energy delivered by Supplier and accepted by DTE at the Delivery Point in accordance with the terms of this Agreement during such period.

"Delivery Point" means the physical point of interconnection on the high-voltage side of the main step up transformer at which the Interconnection Facilities connect to the Transmission System, which point will be the same as the CPNode designated by MISO for the Project, all as more particularly defined and depicted in [redacted].

"Delivery Term" shall mean the period of thirty (30) Contract Years commencing on the Commercial Operation Date and expiring on the thirtieth (30th) anniversary of the Commercial Operation Date, unless terminated earlier in accordance with the terms and conditions of this Agreement.

"Development Security" has the meaning ascribed to that term in Section 13.1.1.

"Dispute" has the meaning ascribed to that term in Section 24.1.

"DNP3" means the DNP3 distributed network protocol.

"DTE" has the meaning ascribed to that term in the preamble of this Agreement.

"DTE's REC Account" means DTE's Michigan Renewable Energy Certification System (MIRECS) Account and any successor thereto that is maintained for the purpose of tracking the production, sale, transfer, purchase and retirement of RECs by DTE.

[redacted]

"Economic Energy Offer" means an offer into the Day-Ahead Energy and Operating Reserve Market or Real-Time Energy and Operating Reserve Market (as each term is defined in the MISO Tariff) that indicates to MISO that the Project is to be economically committed and cleared, and not self-committed or self-scheduled.

[redacted]

"Electrical Losses" means all transmission or transformation losses between the Project and the Delivery Point.

[redacted]

"Emergency" means any circumstance or combination of circumstances or any condition of the Project, the Interconnection Facilities, the Transmission System, or the transmission or distribution system of other electric utilities that is (a) reasonably likely to endanger life or property and necessitates immediate action to avert injury to persons or serious damage to property or (b) reasonably likely to adversely affect, degrade or impair Transmission System reliability or transmission or distribution system reliability of other electric utilities, and including any "Emergency" as such term is defined in the MISO Tariff.

"Energy" means three phase, sixty (60)-hertz alternating current electrical energy (measured in MWh) generated by the Project and delivered to the Delivery Point.

"EPC Contractor" means the contractor(s) engaged by Supplier to engineer, procure and construct the Project pursuant to the EPC Contracts.

"EPC Contracts" has the meaning ascribed to that term in Section 5.4.

"EPT" means Eastern Standard Time or Eastern Daylight Time, whichever is then prevailing.

"Equipment and Materials" means all of the equipment, materials, machinery, apparatus, structures, supplies and other goods required to be incorporated into the Project including all equipment and related improvements to be constructed or installed within the Site.

"Equipment Supplier" means a subcontractor with whom Supplier or EPC Contractor (as applicable) executes an Equipment Supply Agreement.

"Equipment Supply Agreement" means an agreement between Supplier or EPC Contractor (as applicable) and the Equipment Supplier with whom Supplier or EPC Contractor (as applicable) contracts to supply one or more Major Components.

"Event of Default" has the meaning ascribed to that term in Section 18.1.

[redacted]

"External Communications Interface" means the electronic connection point at which the Project's data is made available to DTE using the DNP3 protocol.

"Fall Season" means the Season inclusive of September, October, and November.

"FERC" means the Federal Energy Regulatory Commission.

"Financial Closing" means the occurrence of the following events (which may occur over a period of time), as evidenced by a written certificate from the Supplier delivered to DTE: (i) final and unconditional approval by the Ultimate Parent's management committee of the investment necessary to develop, design, engineer, construct, commission, test, start-up and operate the Project, and (ii) the first draw or distribution thereunder has been received by Supplier.

"Financing" means any of the following by Supplier's Lenders: (a) lending money, extending credit, purchasing notes or providing loan guarantees (whether directly to Supplier or to an Affiliate of Supplier) as follows: (i) for the construction, ownership, operation, interim or permanent financing or refinancing of the Project; (ii) for working capital or other ordinary business requirements of the Project (including the maintenance, repair, replacement or improvement of the Project); (iii) for any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Project; or (iv) for any capital improvement or replacement related to the Project; (b) participating as a Tax Equity Investor in the Project; or (c) participating as a lessor under a lease finance arrangement relating to the Project.

"Financing Documents" means the documents associated with any Tax Equity Financing and, if applicable, the loan and credit agreements, notes, bonds, indentures, security agreements, lease financing agreements, mortgages, deeds of trust, interest rate exchanges, swap agreements and other documents relating to the development, bridge, construction or permanent (including back leverage) debt Financing for the Project, including any credit enhancement, credit support, working capital financing, or refinancing documents, and any and all amendments, modifications,

or supplements to the foregoing that may be entered into from time to time at the discretion of Supplier in connection with development, construction, ownership, leasing, operation or maintenance of the Project.

"First Full Contract Year" means the first Contract Year that is a full calendar year.

"Force Majeure" has the meaning ascribed to that term in Section 15.2.

"Forced Labor" means all work or service which is exacted from any person under the menace of penalty for nonperformance and for which the person has not offered himself or herself voluntarily through the free and informed consent of a worker to take a job or his or her freedom to leave at any time.



"Forced Outage" means the removal from availability, in whole or in part, of a generating unit, transmission line, or other facility due to an Emergency or a condition in which the equipment is unavailable due to unanticipated failure resulting in a decrease to available Capacity or ability to adhere to voltage or frequency requirements.

"Full NTP" means Supplier has provided a full and unlimited written notice to proceed to the EPC Contractor(s) pursuant to the EPC Contract(s) for the Project, and construction of the Project has commenced with a fully executed MSA.

"Gains" means with respect to any Non-Defaulting Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Termination Costs), resulting from the termination of this Agreement for the remaining Term of this Agreement, determined in a commercially reasonable manner. Factors used in determining the economic benefit to a Party may include: reference to information supplied by one or more third parties, excluding Affiliates of the Non-Defaulting Party; quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets; comparable transactions; forward price curves based on economic analysis of the relevant market; and settlement prices for comparable transactions at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining Term of this Agreement, and includes the value of Energy,

Capacity Attributes, Renewable Energy Benefits and Ancillary Services. Only if the Non-Defaulting Party is unable, after using commercially reasonable efforts, to obtain third-party information to determine the gain of economic benefits, may the Non-Defaulting Party use information available to it internally suitable for this purpose in accordance with prudent industry practices.

"Good Utility Practice" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision is made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather, intended to include acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act Section 215(a)(4). In the case of Supplier, Good Utility Practice also specifically means those practices, methods, techniques, standards and acts engaged in or approved by a significant portion of the photovoltaic solar power industry in the United States or any of the practices, methods, techniques, standards and acts that, in the exercise of reasonable judgment in light of the facts known (or that a qualified and prudent contractor or operator, as applicable, could reasonably be expected to have known) at the time a decision is made, would have been expected to accomplish a desired result at a commercially reasonable cost consistent with good business practices, reliability, safety and expedition, in each case for use in connection with the design, engineering, supply, construction, start-up, testing, commissioning, completion, operation or maintenance of similar equipment at photovoltaic solar energy generating facilities in the Midwest region of the United States of the same or similar size and type as the Project, that at the particular time of performance of the work, or of operation of the Project, (i) in the exercise of that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced licensed engineer, contractor or operator employing generally accepted professional standards with respect to the performance of the work or the operation of the Project, as the case may be, would have been expected to accomplish the desired result in a manner consistent with Applicable Law, and (ii) conform in all material respects to the design, engineering, construction, testing, operation, maintenance and other recommendations and guidelines applicable to the equipment in question.

"Governmental Authority" means, as to any Person, any federal, state, municipal, local, or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority, including MPSC, FERC, NERC, ReliabilityFirst, PJM, and MISO, having jurisdiction over such Person or its property or operations.

"Green Power Price" has the meaning ascribed to such term in Section 3.10.3.

[redacted]

[redacted]

"IEEE-SA" means the Institute of Electrical and Electronics Engineers Standards Association and any successor entity thereto.

[redacted]

"Incentive RECs" mean incentive RECs granted under sections 39(2)(a)-(e), as applicable, of the Act.

"Indemnified Party" has the meaning set forth in Section 17.1.1.

"Indemnifying Party" has the meaning set forth in Section 17.1.1.

[redacted]

"Installed Capacity" means the aggregate nameplate capacity of the Project on the Commercial Operation Date for which a fully executed certificate in accordance with Section 5.4 has been provided by Supplier and accepted by DTE.

"Interconnection Agreement" means the generator interconnection agreement to be entered into between Supplier, MISO and Transmission Owner in connection with the Project, as may be amended, restated, supplemented, or otherwise modified from time to time. The Interconnection Agreement will not be a temporary, conditional, provisional, limited or similar generator interconnection agreement, and the interconnection service thereunder provided on and after the commercial operation date stated thereunder will not be conditioned upon completion of Network Upgrades or other system upgrades.

"Interconnection Facilities" means the equipment, supporting software and firmware, and ancillary facilities, including any modifications, additions and upgrades made to such facilities, which are necessary to connect the Project to the Transmission System as described in [redacted].

[redacted]

[redacted]

"Key Project Milestone" means each of the milestones, obligations, and other requirements listed as a "Key Project Milestone" in [redacted]

"Letter of Credit" shall mean an irrevocable, transferable, standby letter of credit, governed by the International Standby Practices rules, International Chamber of Commerce Pub. 590 and issued by a Qualified Institution and otherwise substantially in the form attached hereto as [redacted] or otherwise in a form acceptable to DTE.

[redacted]

"Local Balancing Authority" has the meaning ascribed to that term in the MISO Tariff.

"Losses" means, with respect to the Non-Defaulting Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Termination Costs), resulting from termination of this Agreement for the remaining Term of this Agreement, determined in a commercially reasonable manner. Factors used in determining economic loss to a Party may include; reference to information supplied by one or more third parties (excluding Affiliates of the Non-Defaulting Party), quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining Term of this Agreement and must include the value of Energy, Capacity Attributes, Renewable Energy Benefits and Ancillary Services. Only if the Non-Defaulting Party is unable, after using commercially reasonable efforts, to obtain third-party information to determine the loss of economic benefits, may the Non-Defaulting Party use information available to it internally suitable for these purposes in accordance with prudent industry practices.

"LMP" means, for the applicable Real-Time Settlement Interval or Day-Ahead Settlement Interval, the locational marginal price published by MISO, expressed in USD per MWh, for such Settlement Interval.

"Local Resource Zone" has the meaning ascribed to that term in the MISO Tariff.

"Major Component" means the PV panels, inverters, racking, any padmount transformer, any medium voltage transformer, GSU transformer or any other main power transformer, substation breakers, and SCADA system.

"Major Contracts" means, collectively, the project agreements specified in Sections 5.9, 5.10.1.1 and 5.10.1.2.

[redacted]

"Material Adverse Effect" means an event, change, occurrence, circumstance, development or effect, which, individually or when taken together with the effect of all other events or circumstances, has had or could reasonably be expected to have a material adverse effect on (a) the business, assets, properties, liabilities, condition (financial or otherwise), operation or results of operations of Supplier, (b) the ability of the Project, Supplier, DTE, Supplier's Guarantor (if applicable) or any Affiliate of any thereof to perform its respective obligations under (i) this Agreement, (ii) any Major Contract, or (iii) the Financing Documents, (c) the ability of any counterparty to perform its respective obligations under any Major Contract or (d) the validity of this Agreement, any Financing Document or any other Major Contract.

"Meter" means a utility-grade and revenue-grade instrument and associated measuring, recording and communication equipment meeting applicable electric industry standards as established by the National Electrical Manufacturer's Association (NEMA) and the American National Standards Institute (ANSI) and acceptable to MISO for measuring and recording the quantity of Metered Products for all revenue-settlement purposes, in accordance with the MISO Tariff.

"Metered Products" means all of the Energy and all related Ancillary Services generated by the Project in accordance with this Agreement.

[redacted]

"MISO" means Midcontinent Independent System Operator, Inc. and any successor entity thereto that performs the functions of a regional transmission organization or independent system operator with respect to the region in which DTE and the Project are located.

"MISO D-LOL Construct" means MISO's Accreditation Reform as developed by MISO's Resource Adequacy Subcommittee (RASC) to incorporate Direct Loss of Load (D-LOL) methodology as approved by FERC on October 25, 2024.

"MISO Market Participant" has the meaning ascribed to the term "Market Participant" in the MISO Tariff.

"MISO Planning Year" means a "Planning Year" as such term is defined in the MISO Tariff.

"MISO Tariff" means the Open Access Transmission, Energy and Operating Reserve Markets Tariff for MISO, including the rules, protocols, procedures, business practice manuals, and other standards associated therewith, as the same may be amended, amended and restated, modified or supplemented from time-to-time and accepted by FERC.

"Moody's" means Moody's Investors Service, Inc.

"MPSC" means the Michigan Public Service Commission.

[redacted]

"MSA" has the meaning ascribed to that term in Section 5.4.

"MW" means a megawatt (AC) of electrical capacity.

"MWh" means a megawatt hour of electrical energy.

[redacted]

"NERC" means the North American Electric Reliability Corporation and any successor entity thereto. References to NERC in this Agreement are deemed to include references to the applicable regional entity designated by NERC for the region in which the Project is located.

"Network Resource Interconnection Service" has the meaning ascribed to that term in the MISO Tariff.

"Non-Defaulting Party" means the Party that is not the Defaulting Party.

"Operating Day" has the meaning ascribed to that term in the MISO Tariff.

[redacted]

"Operating Security" has the meaning ascribed to that term in Section 13.2.1.

"Operations and Maintenance Plan" has the meaning ascribed to that term in Section 5.8.6.1.

"Operator" means a provider of operations and maintenance services to photovoltaic solar energy generating facilities with at least [redacted] selected by Supplier to serve as the provider of operations and maintenance services for the Project.

"Party" and "Parties" have the meaning ascribed to those terms in the preamble of this Agreement.

"Penalties" means any penalties, fines, damages, sanctions or charges, including imbalance charges and fines or penalties, whether now existing or that become effective in the future, attributable to this Agreement and actually imposed by any Governmental Authority or the Transmission Owner.

[redacted]

"Person" means any natural person, partnership, limited liability company, joint venture, corporation, trust, unincorporated organization, or Governmental Authority.

"Planned Outage" means the scheduled removal from service, in whole or in part, of the Project for inspection, maintenance or repair, including any equipment used or operated to adhere to applicable voltage or frequency requirements.

"Planned Synchronization Date" means [redacted], as may be adjusted pursuant to Section 5.6.

"Planning Resource" has the meaning ascribed to that term in the MISO Tariff and shall include any successor term adopted by MISO for resources eligible to submit offers into the Planning Resource Auction.

"Planning Resource Auction" has the meaning ascribed to that term in the MISO Tariff and shall include any successor term and mechanism used by MISO to purchase and sell capacity.

"Power Quality Standards" means the power quality standards established or otherwise enforced by NERC, MISO, IEEE-SA, National Electric Safety Code, or the National Electric Code (including their respective successor organizations or codes) and that apply to the Project, including any power quality standards imposed pursuant to the terms of the Interconnection Agreement or by the Transmission Owner, as applicable, in each case as they may be amended, restated, superseded, supplemented, or otherwise modified from time to time.

"Product" means all Energy, all Capacity Attributes, all Ancillary Services that the Project produces, or is capable of producing, and all associated Renewable Energy Benefits.

[redacted]

"Project" means the 120 MW solar photovoltaic generating facility described in [redacted] located at the Site and including mechanical equipment and associated facilities and equipment required to deliver Energy to the Delivery Point.

"Project Milestone" means each of the milestones, obligations, and other requirements listed in [redacted]

"Project Milestone Schedule" means the schedule of Project Milestones, completion dates and required documentation specified in [redacted]

"Project Property" means all property rights necessary for the use of the Project for its intended purpose, including (i) the Project, (ii) the Site, (iii) Supplier's Interconnection Facilities, (iv) the Project collection facilities and substation, (v) Supplier's rights and obligations under the Interconnection Agreement, (vi) Supplier's Required Permits and Approvals and all Major Contracts; and (vii) all Project fixtures, equipment and personal property.

[redacted]

[redacted]

[redacted]

"Reactive Supply and Voltage Control" means reactive power support necessary to maintain transmission voltages within limits that are established by MISO, which is measured in MVARs.

"Real-Time Settlement Interval" means the then-applicable settlement interval used by MISO for real-time revenue settlement for generation as set forth in the MISO Tariff, provided that if more than one (1) settlement interval is allowed under the MISO Tariff, the "Real-Time Settlement Interval" will be the shortest then-applicable real-time settlement interval. [redacted].

"REC Administrator" means the Person appointed to administer the development, registering, tracking, qualifying, recording and transferring of Renewable Energy Credits established pursuant to the Act, and any successor thereto.

[redacted]

"Relevant Rating Agency" means Moody's or S&P, as applicable.

[redacted]

"Renewable Energy Benefits" means any and all renewable and environmental attributes, emissions reductions, credits (renewable, carbon, etc.), RECs, offsets, allowances, or benefits, now existing or arising in the future, however entitled, (a) allocated, assigned, awarded, certified, or otherwise transferred or granted by any Governmental Authority in any jurisdiction in connection with the Project; or (b) associated with the production of electrical energy by the Project or based in whole or part on the Project's use of renewable resources for generation or because the Project constitutes a renewable energy system or the like or because the Project does not produce greenhouse gases, regulated emissions or other pollutants, whether any such attributes, reductions, credits, offsets, allowances or benefits exist now or in the future or whether they arise under existing Law or any future Law or whether such attribute, reduction, credit, offset, allowance or benefit or any Law, or the nature of such, is foreseeable or unforeseeable, but in all cases shall not mean Tax Credits. Renewable Energy Benefits includes such attributes, reductions, credits, offsets, allowance or benefits attributable to Energy sold under this Agreement, and Energy consumed by the Project, such as Station Service.

"Renewable Energy Credit" or "REC" means a credit granted pursuant to Section 39 of the Act and transferrable to DTE pursuant to Section 41 of the Act that represents generated renewable energy. To the extent generated by the Project, RECs will include Incentive RECs.

"Renewable Energy System" means, with respect to Michigan, a "renewable energy system" as defined in the Act.

"Replacement REC" means, for a particular REC Shortfall, a REC with comparable character to, and with an expiration date no earlier than, a REC that should have been delivered to DTE but was not due to a Shortfall.

[redacted]

"Resource Adequacy Hours" means the representative periods of highest risk and greatest need during a Season and throughout the year, as calculated in the MISO Tariff.

"Responsible Officer" means with respect to Supplier, a vice president, senior vice president, chief executive officer, president, member, or manager of Supplier, or if documents executed by Supplier are executed by an entity in its capacity as member, manager, or general partner of Supplier, any individual holding such position with such entity.

[redacted]

"S&P" means S&P Global Market Intelligence LLC.

"SCADA" means supervisory control and data acquisition.

"Scheduled Commercial Operation Date" means [redacted], as may be adjusted pursuant to Section 5.6.

"Season" means the respective divisions of the year as defined in Module A of the MISO Open Access Transmission Tariff.

"SEC" means the Securities and Exchange Commission.

"Settlement Interval" means any Real-Time Settlement Interval or Day-Ahead Settlement Interval.

[redacted]

"Site" means those parcels of land in Saginaw County, Michigan, on which the Project will be located, and all applicable laterals and appurtenances thereto, including the land associated with the Project's substation.

"Spring Season" means the Season inclusive of March, April, and May.

"Storage Attributes" has the meaning ascribed to that term in Section 3.18.2.1

"Summer Season" means the Season inclusive of June, July and August.

"Supplier" has the meaning ascribed to that term in the preamble of this Agreement.

"Supplier's Lenders" means any Persons (other than an Affiliate of Supplier) and their permitted successors and assignees (but, for the avoidance of doubt, not any "designee" of Supplier's Lenders for purposes of Article 20), who in the ordinary course of its business, provides debt or tax equity financing (excluding a Tax Credit purchase) for electricity generating facilities and has agreed to provide Financing for the Project.

"Supplier's Required Permits and Approvals" has the meaning ascribed to that term in [redacted]

"Supplier's Required Regulatory Approvals" means the approvals, consents, authorizations or permits of, or filing with, or notification to the Governmental Authorities listed in [redacted]

"Supply Amount" means, with respect to any Contract Year, the amount of Product specified in [redacted] for such Contract Year.

"Synchronization Date" means the first date on which the Project is energized and operates in parallel with the Transmission System and delivers Test Energy to the Delivery Point.

"Tax" or "Taxes" means any and all federal, state, local or foreign income, gross receipts, franchise, estimated, alternative, minimum, add on minimum, sales, use, transfer, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, personal property, escheat, capital stock, intangibles, social security, unemployment, disability, payroll, license, withholding, employee or other tax or levy or similar charge imposed by any Governmental Authority, together with any interest, fine, penalties, or additions to tax in respect of the foregoing.

[redacted]

[redacted]

"Tax Equity Financing" means a transaction or series of transactions involving one (1) or more investors seeking a return that is enhanced by the Investment Tax Credit and/or tax depreciation (each, a "Tax Equity Investor") and generally (i) described in Revenue Procedures 2001-28 (sale-leaseback) (with or without "leverage"), 2007-65 (flip partnership) or 2014-12 (flip partnership and master tenant partnership) as those revenue procedures are reasonably applied or analogized to a photovoltaic solar energy project transaction (as opposed to a photovoltaic solar energy generating project or rehabilitated real estate) or (ii) contemplated by Section 50(d)(5) of the Internal Revenue Code, as amended (a pass-through lease).

"Tax Equity Investor" has the meaning assigned to such term in the definition of "Tax Equity Financing".

"Term" has the meaning ascribed to that term in Article 2.

[redacted]

"Test Energy" means Energy delivered to and purchased by DTE prior to the Commercial Operation Date.

[redacted]

"Transmission Owner" means Michigan Electric Transmission Company, LLC ("METC "), Wolverine Power Supply Cooperative, Inc. ("Wolverine"), and Michigan Public Power Agency ("MPPA") or any successor operator or owner of the Transmission System.

"Transmission System" means the facilities used for the transmission of electric energy in interstate commerce, including any modifications or upgrades made to such facilities, that are controlled by MISO.



"Winter Season" means the Season inclusive of December, January, and February.

"Zonal Resource Credit" and "ZRC" have the meaning ascribed to that term in the MISO Tariff.

ARTICLE 2
TERM

This Agreement shall become effective on the Contract Date and remain in full force and effect until the conclusion of the Delivery Term, subject to any early termination provisions and any extension provisions set forth in this Agreement (the "Term"); provided, however, that except for DTE's obligations in Section 3.2, DTE's obligations to pay for or accept any Product are subject to the Project achieving Commercial Operations pursuant to Section 5.4.

ARTICLE 3
SUPPLY OBLIGATIONS

3.1 Purchase and Sale of Product. Subject to the other provisions of this Agreement, during the Delivery Term, Supplier shall supply and deliver to DTE all of the Product produced by or associated with the Project, and DTE will purchase all the Product produced by or associated with the Project at the Contract Rate and in accordance with [redacted] At its sole discretion, DTE may, during the Delivery Term, re-sell or use for another purpose all or a portion of the Product (excluding Energy), after title and risk of loss thereto has been transferred to DTE, provided that no such re-sale or use shall relieve DTE of any obligations under this Agreement. During the Delivery Term, DTE will have exclusive rights to offer, bid, or otherwise submit the Product, or any component thereof, from the Project for resale in the market, and retain and receive any and all related revenues. Subject to DTE's obligation to purchase Product in accordance with this Section 3.1 and [redacted] DTE has no obligation to purchase from Supplier any Product for which the associated Delivered Amount is not or cannot be delivered to the Delivery Point as a result of an outage of the Project, an event of Force Majeure affecting DTE's ability to receive the Product at the Delivery Point, or a curtailment order issued by MISO, the Transmission Owner,

or any other Governmental Authority, as applicable, regarding the reduced or increased generation of the Project, whether in response to an Emergency or otherwise.

3.2 Test Energy. During the period commencing on the Synchronization Date and continuing through the start of the first Contract Year, subject to the condition that [redacted]

3.3 Capacity. Supplier shall request Network Resource Interconnection Service in the MISO generator interconnection process, if applicable. As between Supplier and DTE, Supplier shall be responsible for the cost and installation of any and all Network Upgrades associated with obtaining such Network Resource Interconnection Service.

3.3.1 For the duration of the Delivery Term, Supplier grants, pledges, assigns and otherwise commits to DTE all the Capacity Attributes from the Project.

3.3.2 For the duration of the Delivery Term, Supplier shall maintain eligibility for Network Resource Interconnection Service for the Project from MISO.

3.3.3 For the duration of the Delivery Term, Supplier shall take all actions, including complying with all applicable registration and reporting requirements, and execute all documents or instruments necessary to enable DTE to use all of the Capacity Attributes committed by Supplier to DTE pursuant to this Agreement.

3.3.4 For the duration of the Delivery Term, Supplier shall (a) take all actions as may be necessary or reasonably requested by DTE to enable DTE to receive all allowable credit for the full Capacity Value of the Project in each MISO Planning Year during the Delivery Term and (b) represent and warrant that it has not sold any of the Capacity Attributes to any other Person or committed such Capacity Attributes in any capacity auction except at the direction of DTE.

[redacted]



3.6 DTE's Obligation and Delivery.

3.6.1 Subject to the terms of this Agreement, DTE shall purchase and take delivery of all Energy produced by the Project at the Delivery Point in accordance with the terms of this Agreement. Except as otherwise provided herein, Supplier will be responsible for paying or satisfying when due any costs or charges imposed in connection with the delivery of Energy to the Delivery Point, including without limitation, Electrical Losses and any operation and maintenance charges imposed by the Transmission Owner or MISO directly relating to the Project's operations. DTE shall be responsible for all costs, charges and penalties, if any, imposed in connection with the delivery of Energy at and after the Delivery Point, including without limitation Electrical Losses. Notwithstanding anything in this Agreement to the contrary but subject to Section 3.14, DTE shall not be obligated to purchase or accept delivery of Energy from the Project if (a) the Project does not qualify as a Renewable Energy System at the time the Energy is delivered; and (b) DTE does not or will not receive the Renewable Energy Benefits associated with such Energy, as contemplated by this Agreement.

3.6.2 DTE will register as the MISO Market Participant for the Project with MISO and during the Delivery Term will perform all activities required of the MISO Market Participant for the Project under the MISO Tariff. Supplier will take all steps reasonably requested by DTE to assist DTE with regard to (i) registration of DTE as MISO Market Participant for the Project effective as of the date Test Energy deliveries commence and (ii) registration of the Project in the MISO commercial model. Following the expiration or termination of the Delivery Term, Supplier will register again as the Market Participant for the Project with MISO, such registration to be effective upon such expiration or termination, and DTE will take all steps reasonably requested by Supplier to assist Supplier in such registration.

[redacted]

3.8 Settlements. Except as otherwise provided in this Agreement, DTE is responsible for the settlement with MISO of all Energy purchased by DTE during the Term, including all costs associated therewith, as well as all charges associated with scheduling activities, unless such costs or charges are incurred by DTE as the result of Supplier's failure to perform its obligations under this Agreement or Applicable Law (including the MISO Tariff), or as a result of any inaccurate or incomplete information provided to DTE with respect to the Project.

3.9 Product Payments; Administrative Fee.

3.9.1 Amounts Payable for Product. DTE shall pay to Supplier the Contract Rate for each MWh of the Delivered Amount (as determined by data from monthly readings of the Delivery Point Meter).

[redacted]







3.11 Delivery of Renewable Energy Credits.

3.11.1 Dedication. All RECs produced by the Project and any benefits derived therefrom are exclusively dedicated to and vested in DTE. Supplier shall deliver to DTE all RECs derived from the production of Energy from the Project. Supplier shall timely prepare and execute all documents and shall take all actions necessary under Applicable Law to cause the RECs delivered to DTE in accordance with this Agreement to vest in DTE, without further compensation, including all actions necessary to register or certify the RECs or the Project with the REC Administrator, or a substitute applicable Governmental Authority, and to provide all production data and satisfy the reporting requirements of the REC Administrator or a substitute applicable Governmental Authority. Any and all fees, charges or expenses otherwise associated with registering, tracking, qualifying, and transferring RECs and Renewable Energy Benefits associated with this Agreement shall be for the account of Supplier.

3.11.2 Attestation. On or before February 1 of each Contract Year, Supplier, as owner or operator of the Project, shall deliver to DTE a written attestation for the prior Contract Year that the Energy represented in MWh used to certify RECs (a) has not been and will not be sold or otherwise exchanged for compensation or used for credit in Michigan or any other state or jurisdiction; and (b) has not been and will not be included within a blended energy product certified to include a fixed percentage of renewable energy in any other state or jurisdiction as prohibited under Michigan law.

3.12 Renewable Energy Benefits. All Renewable Energy Benefits shall be vested in DTE and Supplier hereby transfers to DTE all Renewable Energy Benefits. In accordance with Good Utility Practice, Supplier shall take or cause to be taken all actions and do or cause to be done all things necessary, proper or advisable or as reasonably requested by DTE to qualify for, and for Supplier or DTE to receive, all available Renewable Energy Benefits and, if received by Supplier, to transfer Renewable Energy Benefits to DTE, without further compensation, including (i) promptly after the Commercial Operation Date, registering the Project as a "renewable energy resource" or "renewable energy system" in MIRECS and (ii) maintaining such registration for the duration of this Agreement. Supplier shall timely execute all documents and shall timely take all actions necessary under Applicable Law to qualify for all available Renewable Energy Benefits and to cause Renewable Energy Benefits to vest in and be delivered to DTE. Subject to Section 3.14, in the event that, due to a change in Applicable Law after the Contract Date, (i) a Renewable

Energy Benefit is created that did not exist on the Contract Date, and (ii) DTE requests that Supplier take all steps necessary for DTE to qualify for, and receive, such Renewable Energy Benefit (a "Change in Renewable Energy Benefits"), Supplier shall take such steps and Supplier shall be responsible for the costs for each Renewable Energy Benefit provided for in this provision.

3.13 Ancillary Services.

3.13.1 Delivery. At DTE's request, subject to Section 3.13.3, Supplier will deliver to DTE Ancillary Services at the applicable time and place of delivery, which time and place will be determined in accordance with the MISO Tariff. Supplier agrees to provide and execute any documents or agreements necessary to transfer to DTE any revenue and any other benefits and rights received from third parties by Supplier in providing Ancillary Services. For all periods during which such documents and agreements are not in effect, Supplier agrees to credit to DTE any revenues until an agreement is executed.

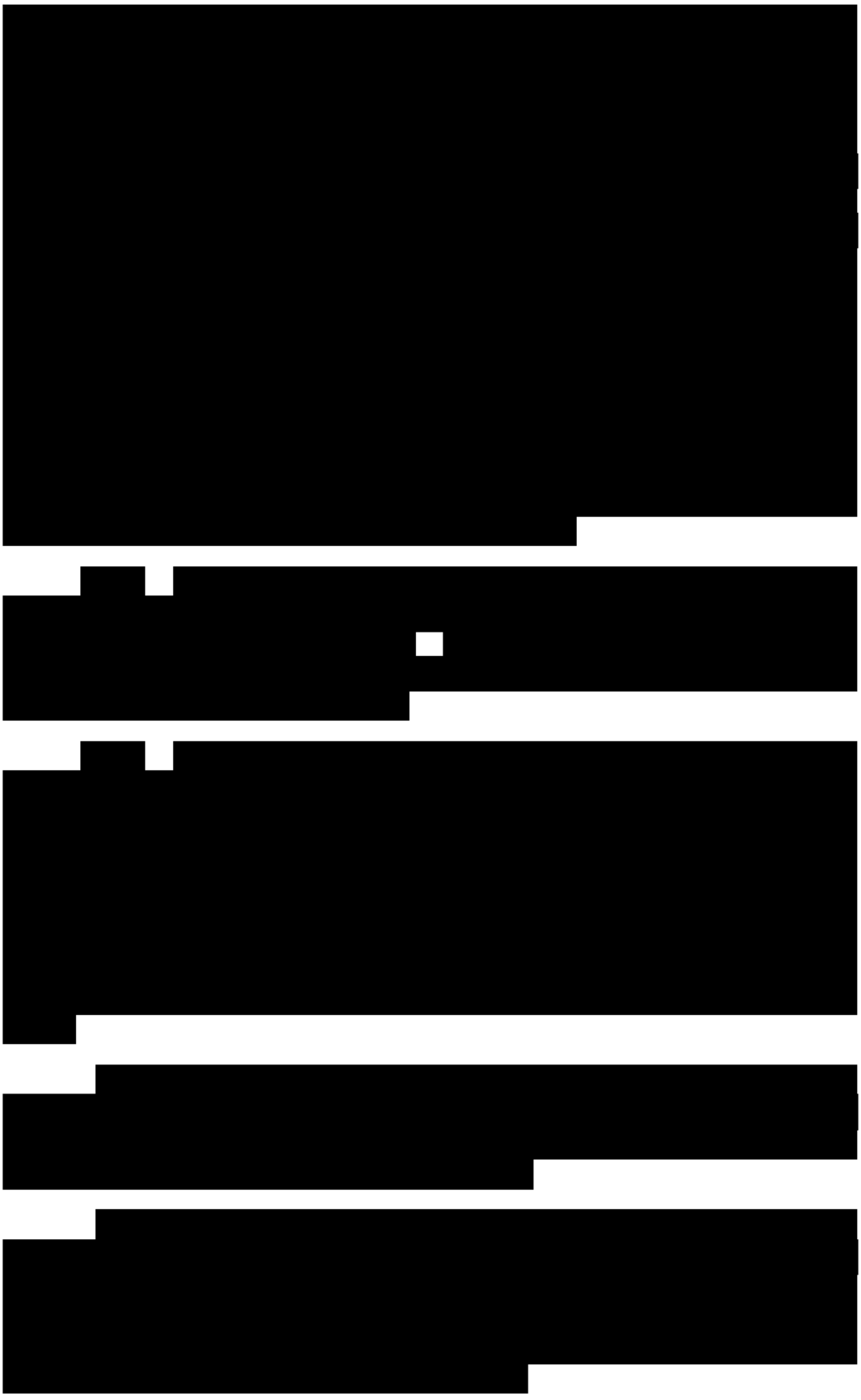
3.13.2 Reactive Supply and Voltage Control Filing. DTE will be entitled to all revenues received by the Project for the provision of Reactive Supply and Voltage Control. At DTE's election and at DTE's expense, Supplier will complete any regulatory filing necessary to receive such revenues and other benefits and rights, including, but not limited to any regulatory filing related to Supplier's capability to provide Reactive Supply and Voltage Control and to be compensated for such capability. DTE will reimburse Supplier for all reasonable costs incurred in connection with [redacted] of DTE's election, Supplier will file with FERC a rate schedule for Reactive Supply and Voltage Control from Generation and Other Resources under Schedule 2 of MISO's Tariff, or equivalent filing under any new or successor tariff addressing reactive supply and/or voltage control, to establish a reactive revenue requirement; provided, if the cost or technical data regarding the Project necessary to prepare such filing is not available to Supplier within such [redacted] period despite Supplier's commercially reasonable efforts, the filing may be delayed until such time as the necessary cost or technical data is reasonably available to Supplier. The filing will include the cost-of-service support required by FERC to support a reactive revenue requirement reflecting the Project's full reactive power capability. Supplier will provide DTE the opportunity to review and comment on the draft of the filing to FERC submitting such rate schedule and supporting materials, and will use reasonable efforts to accommodate DTE's comments. Supplier will also provide DTE with monthly updates regarding the status of the proceeding. Supplier will obtain DTE's consent for any settlement of the reactive rate proceeding, with such consent not to be unreasonably withheld.

3.13.3 Limitation on Obligation. Supplier will not be required to provide any Ancillary Services to the extent that providing such Ancillary Services would (a) result in a reduction in the Delivered Amount that Supplier could have delivered if Supplier did not provide such Ancillary Services, (b) require modifications or

upgrades to the Project or any Interconnection Facilities, or (c) cause a Variance Payment or Supplier to incur additional material costs. If MISO creates any new Energy or Ancillary Services markets or products after the Contract Date in which the Project is capable of participating or which the Project is capable of producing, then Supplier shall cause the Project to participate in such markets or provide such products; provided that, if Supplier is required to incur costs in excess of one hundred [redacted], and following the installation of any necessary equipment, not to be unreasonably delayed by Supplier, Supplier shall be obligated to participate in such newly created Energy or Ancillary Services markets created or instituted by MISO after the Contract Date. [redacted]

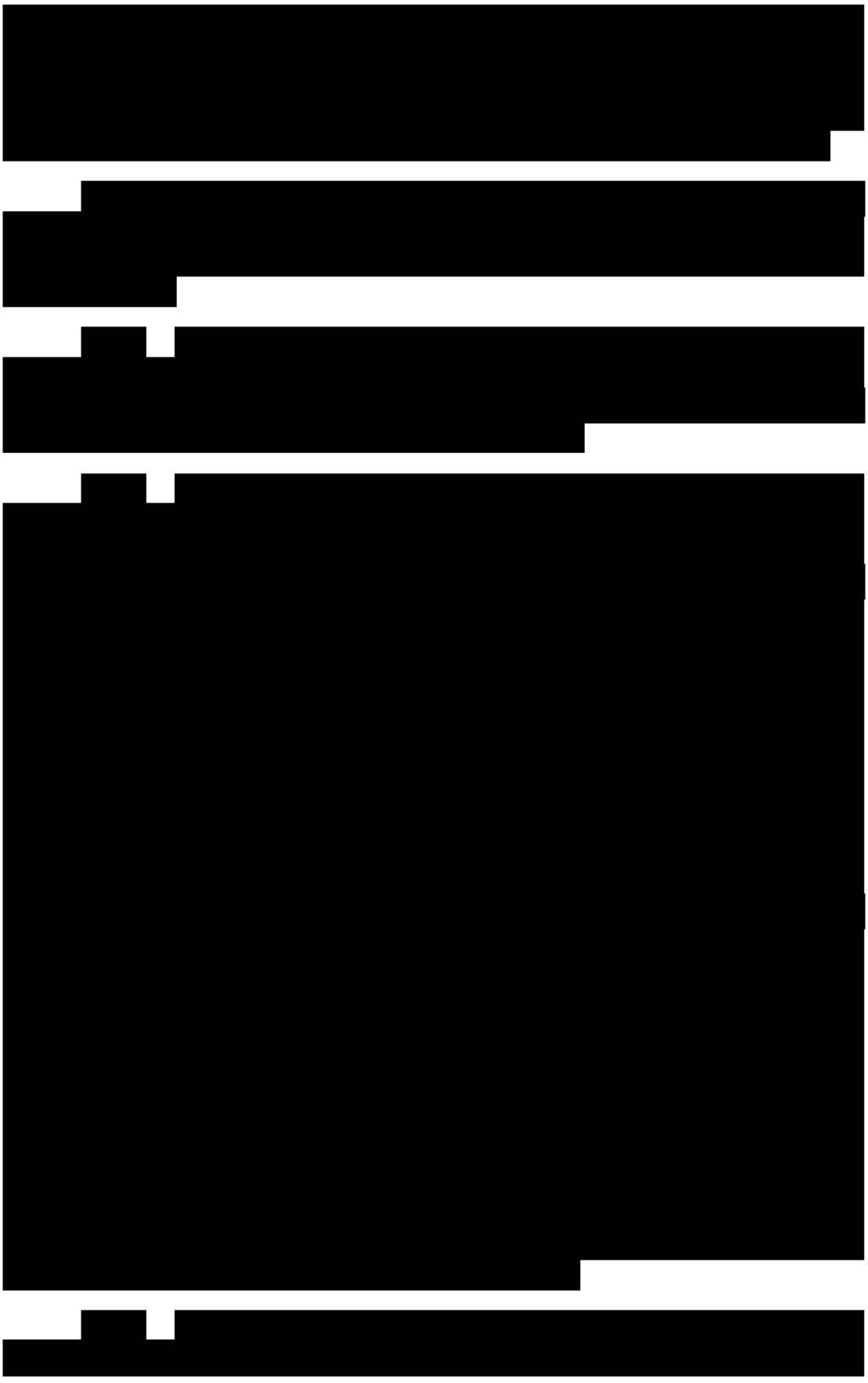
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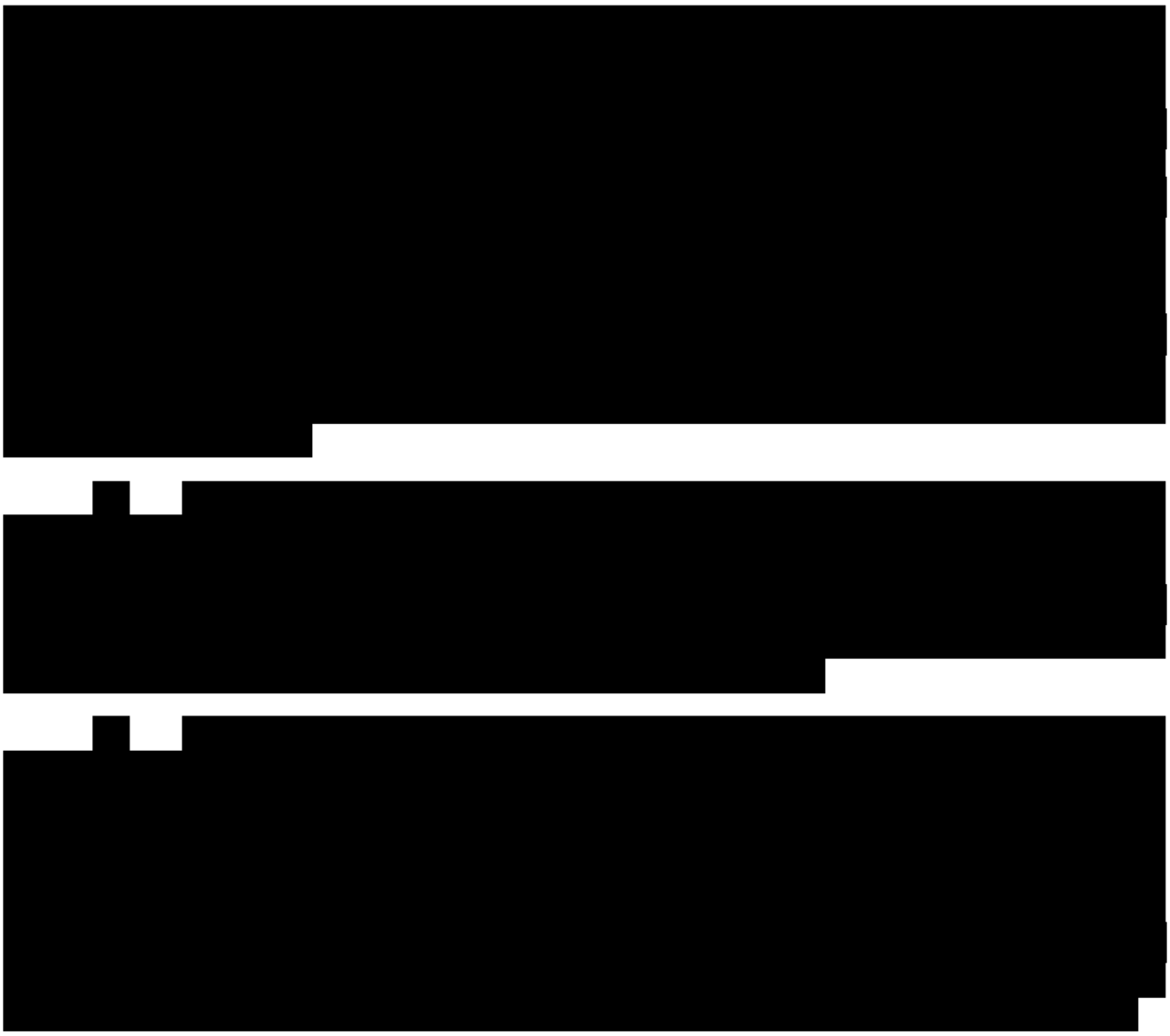


[redacted]

ARTICLE 4
INVOICING AND PAYMENTS

[redacted]





ARTICLE 5
PROJECT CONSTRUCTION, OPERATIONS, AND MODIFICATIONS

5.1 Construction of Project. Supplier is solely responsible for the planning, design, procurement, construction, start-up, testing, and licensing of the Project. Supplier shall construct the Project in accordance with Good Utility Practice and to ensure that (a) Supplier is capable of meeting its supply obligations over the Delivery Term and (b) the Project is at all times in compliance with all requirements imposed on a Renewable Energy System as set forth in the Act. Supplier shall utilize union labor for at least ninety-five percent (95%) of on-Site construction work and provide to DTE documentation reasonably acceptable to DTE of compliance with this obligation no later than the Commercial Operation Date. Attached as [redacted] is the proposed single line diagram of the Project, the Interconnection Facilities, the Delivery Point, and the location of the Meters. No later than [redacted] to the achievement of the Commercial Operation Date, Supplier shall provide an updated version of [redacted] to reflect the issued for construction configuration of the Project, Interconnection Facilities, Delivery Point, and Meters. Within [redacted] after the Commercial Operation Date, Supplier shall provide a final version

of [redacted] to reflect the as-built configuration of the Project, Interconnection Facilities, Delivery Point, and Meters. Supplier shall require that, pursuant to Supplier's Equipment Supply Agreement(s) for Equipment and Materials to be incorporated into the Project, each Equipment Supplier shall represent and warrant or provide a covenant substantially to the effect that (i) such Equipment Supplier, its Affiliates, and any vendor or subcontractor of any tier thereof, will not use Forced Labor in connection with any mining, processing, procurement, or manufacturing process related to the Equipment and Materials and components thereof, or otherwise; (ii) the Equipment and Materials (including each of the materials and components thereof) shall be not be mined, processed, procured, or manufactured in the Xinjiang region of the People's Republic of China, or otherwise; (iii) as of their respective manufacturing, the Equipment and Materials (including each of the materials and components thereof) shall be in compliance with all Applicable Laws regarding the use of Forced Labor; and (iv) that all equipment purchased for use in the Project is reasonably expected to clear U.S. Customs without any material impact to Supplier's development and construction schedules.

5.2 Performance of Project Milestones. Without limiting its obligations under any other provision of this Agreement, Supplier shall complete each Key Project Milestone set forth in [redacted] and promptly following completion of each such Key Project Milestone or the completion of any other Project Milestone, shall deliver to DTE such documentation specified in [redacted] together with such additional documentation and supporting evidence reasonably requested by DTE demonstrating the completion of the applicable Project Milestone. Each written certification provided by Supplier pursuant to [redacted] must be executed by a Responsible Officer and be in a form reasonably acceptable to DTE. Supplier shall notify DTE promptly, and in any event within [redacted], following its determination, or its becoming aware of information that leads to a reasonable conclusion, that any Key Project Milestone or other Project Milestone set forth in [redacted] will not be met by the applicable date designated in the Project Milestone Schedule, and if requested by DTE, shall convene a meeting with DTE to discuss the situation and possible remediation plans not later than [redacted] following DTE's request.

5.3 Synchronization Date. At least [redacted], but not more than [redacted], prior to the Synchronization Date, Supplier shall provide written notice to DTE's Contract Representative that Supplier is preparing to synchronize the Project to the Transmission System and the date on which such synchronization will occur. At such time that Supplier determines that the requirements for the Synchronization Date set forth in Article 5 have been satisfied, Supplier shall provide DTE with written certification thereof. DTE will have a reasonable period of time to review such evidence and raise any commercially reasonable objections to Supplier's satisfaction of any requirements for the achievement of the Synchronization Date.

5.4 Commercial Operation Date. The Scheduled Commercial Operation Date shall be [redacted]. Supplier shall notify DTE at least [redacted] prior to the commencement of any performance and commissioning tests required by the balance of plant or any other necessary engineering, procurement, and construction agreements entered into by Supplier for the Project (collectively, the "EPC Contracts"); the panel supply agreement entered into by Supplier for the Project (the "MSA"); and the Interconnection Agreement. DTE has the option to have its representatives present at and witness each such test. At such time that Supplier determines that the requirements for achieving Commercial Operation set forth in [redacted] have been satisfied, Supplier shall provide DTE with a written certificate of a Responsible Officer of Supplier in the

form attached as [redacted] representing that such requirements have been satisfied and including the supporting documents set forth in [redacted]; provided that, prior to the delivery of such certificate, the Supplier may deliver to DTE such supporting documents on an incremental basis. DTE will have a reasonable period of time (but not more than [redacted]) to review such evidence and raise any objections to Supplier's satisfaction of any requirements for the achievement of the Commercial Operation Date. Once DTE has received Supplier's written certificate and is satisfied that Supplier has satisfied the requirements for achieving Commercial Operation set forth in [redacted] DTE will confirm the achievement of the Commercial Operation Date by executing the certificate provided by Supplier. If DTE determines that the requirements for Commercial Operation were satisfied concurrently with or prior to its receipt of Supplier's written certification, then the Commercial Operation Date will be the date on which DTE received Supplier's written certification, and if DTE determines that the requirements for Commercial Operation were not so satisfied, the Commercial Operation Date will be the date thereafter on which DTE determines that the final requirement for Commercial Operation was satisfied, as specified by DTE in connection with its execution of Supplier's certificate.

5.5 Development and Construction Updates and Reporting. Supplier shall (a) from the Contract Date through the date that Full NTP occurs, on a [redacted] basis and (b) from the date that Full NTP occurs through the Commercial Operation Date, on a [redacted] basis provide to DTE a report that includes the status in achieving Project Milestones and any other required milestones under the Interconnection Agreement, progress in obtaining any approvals or certificates in connection with achieving Financial Closing, Full NTP and the Commercial Operation Date, and a discussion of any significant development or construction issues and/or foreseeable disruptions or delays. The [redacted] project reports must be provided by no later than the [redacted]. Upon request of DTE, Supplier shall meet with DTE to review this data and any information related to Supplier's status in achieving the Project Milestone activities listed in the Project Milestone Schedule. Beginning on the date that is [redacted] Supplier shall provide the project reports required by this Section 5.5 to DTE at least [redacted] and shall include in such project reports the status in achieving Project Milestones and any other required milestones under the Interconnection Agreement, progress in obtaining any approvals or certificates in connection with achieving Financial Closing, Full NTP and the Commercial Operation Date, and a discussion of any significant development or construction issues and/or foreseeable disruptions or delays.

[redacted]

[redacted]



5.8 Operation and Maintenance.

5.8.1 Power Quality Standards. Supplier shall ensure that all Energy generated by the Project satisfies the Power Quality Standards and all other voltage, power factor, and other interconnection and parallel operating requirements specified in [redacted] Except as required pursuant to the Interconnection Agreement, Supplier shall not install any power factor correction equipment at the primary voltage level unless DTE has provided its prior written consent to the installation of such equipment.

5.8.2 Operation and Maintenance Obligations. Supplier shall at all times operate, maintain and repair, or, if applicable, shall cause its Operator to operate, maintain and repair, the Project in accordance with Good Utility Practice and, without limiting the foregoing, in order to ensure that (a) Supplier is capable of meeting its supply obligations over the Term; (b) the Project is at all times a Renewable Energy System; and (c) Supplier is at all times in compliance with Applicable Law. In connection with the foregoing, Supplier shall, and as applicable, shall cause the Operator, (i) to maintain records of all operations of the Project in accordance with Good Utility Practice, (ii) to provide to DTE, on request, copies of any operations and maintenance status reports of the Project that Supplier provides to MISO or Supplier's Lenders, (iii) to follow such regulations, directions and procedures of the Transmission Owner, MISO, NERC and any applicable Governmental Authority to protect and prevent the Transmission System from

experiencing any negative impacts resulting from the operation of the Project and to otherwise cause the Project to be operated consistent with all applicable NERC, MISO, and Transmission Owner requirements (including applicable requirements under the Interconnection Agreement) and Applicable Law requirements, (iv) use commercially reasonable efforts to prevent, avoid, or mitigate, as applicable, any events or circumstances that could reasonably be expected to cause or result in the photovoltaic modules included in the Project being subjected to shade, including using commercially reasonable efforts to negotiate with adjacent landowners, and (v) to cause all Energy generated by the Project to meet the Power Quality Standards.

5.8.3 Unsafe Conditions; Personnel. If a representative of the Operator or Supplier identifies a materially unsafe condition at the Site or with respect to the Project at any time during the course of performing any inspection of or maintenance at, or while otherwise present at, the Site or the Project, Supplier shall, or shall cause the Operator to, promptly provide DTE with notice of such unsafe condition and the actions being taken and to be taken in order to remedy such unsafe condition. Supplier shall, or shall cause the Operator to, promptly implement appropriate hazard protection measures, including by placing appropriate signage, following the identification of any unsafe condition, and shall maintain such hazard protection measures until such time as Supplier or Operator has corrected the unsafe condition. In addition to the foregoing, Supplier shall at all times maintain at the Site and the Project, appropriate warning placards and other signage in accordance with Good Utility Practice. Any unsafe conditions at the Site or the Project may be designated as an Emergency by Supplier. If DTE in its reasonable discretion identifies or determines an unsafe condition at the Site, within [redacted] fter receipt of notice from DTE of such determination, the Supplier shall provide DTE with information regarding the actions being taken and to be taken by the Supplier in order to remedy such unsafe condition and shall use commercially reasonable efforts to accommodate reasonable requests of DTE to remedy or mitigate such condition, including, if reasonably appropriate and subject to Applicable Law, denying access to, or expelling from the Site, any personnel provided by Supplier, Operator or their subcontractors causing or contributing to such condition._Supplier shall comply with any prevailing wage and similar requirements that are imposed on work and other services associated with the design and engineering, procurement, permitting, construction, commissioning and operation of the Project by any Governmental Authority, if applicable.

5.8.4 Generator Testing. Supplier shall perform such generator testing of the Project as is necessary or as DTE may reasonably request in order to comply with MISO Tariff or Transmission Owner requirements, as applicable.

5.8.5 NERC Reliability Standards. Supplier shall, and shall cause the Operator to, comply with all current and future NERC Reliability Standards applicable to either or both Generator Owners and Generator Operators, in each case as they pertain to the Project, including critical infrastructure protection standards.

5.8.6 Operations and Maintenance Plan; Reporting. Following the Commercial Operation Date, Supplier shall:

5.8.6.1 Implement, or cause the Operator to implement, an operations and maintenance plan that includes the status of the Project and each of the Major Components thereof in order to maintain such equipment in accordance with Good Utility Practice (the "Operations and Maintenance Plan"). No later than [redacted] before the Commercial Operation Date, Supplier must provide the Operations and Maintenance Plan for the upcoming Contract Year following the Commercial Operation Date to DTE. To the extent there are any material changes in the Operations and Maintenance Plan thereafter, at least [redacted] prior to the start of each Contract Year, Supplier shall provide DTE with a copy of the Operations and Maintenance Plan for the Project for the upcoming Contract Year. The Operations and Maintenance Plan must (i) include Supplier's plan to maintain facilities built on Site to support communications and control using Good Utility Practice, (ii) provide for the physical and cyber security of the Project and its related systems, (iii) establish reasonable health, safety and security procedures, rules and regulations at the Site and require all employees and contractors to abide by such procedures and all health, safety and security laws applicable at the Site, including any federal, state or local protocols, guidelines or Applicable Law related to COVID-19 or other pandemics, (iv) include Supplier's plan to provide vegetative screening and applicable road maintenance in accordance with the requirements of any applicable Governmental Authority and/or Good Utility Practice, (v) include any decommissioning plan required by any applicable Governmental Authority or, if not a specifically required, Good Utility Practice, and (vi) if applicable, be consistent with the requirements of any Financing agreement in place as of such date. Supplier shall keep, or cause the Operator to keep, all records with respect to inspections, maintenance, and repairs of the Project in accordance with Good Utility Practice. The Operations and Maintenance Plan and all records required to be maintained thereby must be available for inspection by DTE at the Project or at Supplier's offices during Supplier's regular business hours upon reasonable notice.

5.8.6.2 If requested by DTE, on a [redacted] basis provide DTE with a written report in a form reasonably acceptable to DTE containing a detailed description regarding the ongoing operations of the Project during [redacted], including the status of the operations of the Project or any component thereof, any equipment or other operational or maintenance failure, any defects or other issues and any repairs, and any replacements or other remediation provided or to be provided therefor;

5.8.6.3 Provide administrative and periodic reporting, including (a) on a biannual basis, safety records that include, without limitation, Occupational Safety and Health Administration recordable and non-recordable incidents, Site safety meeting information, and other data reasonably requested by DTE; (b) on an annual basis, operational reports on various aspects of the Project, including performance, Capacity Factor, availability, weather, and generation data to confirm that the requirements of this Agreement have been met, which reports shall be in

forms reasonably acceptable to DTE; and (c) on an annual basis, quality assurance and quality control activities.

5.8.6.4 Provide written notice to DTE describing in reasonable detail any hazardous conditions that develop with or otherwise exist at the Project, including failure or improper operation of the protective relaying and communications equipment, in each case as soon as is practicable following the occurrence thereof.

5.8.6.5 Provide written notice to DTE describing in reasonable detail any actual or attempted breach or compromise of the physical or cyber security of the Project or its related systems, in each case as soon as is practicable following the occurrence thereof.

5.9 Operation and Maintenance Agreement. Supplier shall enter into one or more operations and maintenance agreements for the Project no event later than [redacted] prior to the Commercial Operation Date. Supplier shall ensure that such agreement(s) requires the applicable Operator(s) to operate and maintain the Project in accordance with the terms hereof. No later than [redacted] prior to the Commercial Operation Date, Supplier shall also provide DTE (a) a written certification executed by a Responsible Officer of Supplier certifying that the operations and maintenance agreement(s) for the Project has been entered into, is in full force and effect, and is in form and substance such that it allows Supplier to comply with all of its obligations under this Agreement, and (b) a certified copy of a certificate warranting that each applicable Operator is a corporation, limited liability company or partnership in good standing with, and qualified to business in, the State of Michigan.

5.10 Project Contracts.

5.10.1 Procurement and Major Contracts.

5.10.1.1 No later than [redacted] prior to the Planned Synchronization Date, Supplier shall deliver to DTE a written certification executed by a Responsible Officer of Supplier certifying that the following Major Contracts pertaining to the development of the Project and the ability of Supplier to deliver Energy to DTE at the Delivery Point have been entered into, are in full force and effect, and are in form and substance such that they allow Supplier to comply with all of its obligations under this Agreement (including completing the Project Milestones in accordance with the Project Milestone Schedule): real property contracts covering the entire Site, including easement, crossing, and other agreements necessary for the interconnection of the Project.

[redacted]



5.10.2 Vendors. Prior to the execution of any Major Contract, Supplier shall provide DTE with sufficient information for DTE to be reasonably assured that Supplier has selected financially responsible vendors (including any supplier of photovoltaic panels) and contractors as part of the Project contracting process.

5.11 Site Access. In addition to, but without limiting, any rights of access to the Project and the Site granted under any site access or other agreement between Supplier and DTE, whether in its capacity as DTE or otherwise, DTE has the right to access the Site and the Project during normal business hours and upon reasonable advance notice for the purpose of performing such inspections of the Site and the Project as DTE may reasonably determine are appropriate in connection with the performance of this Agreement. In furtherance of the foregoing, Supplier shall at its own expense take such actions as are necessary to maintain reasonably continuous safe access to the Site and the Project, including performing snow removal; providing off-road parking facilities; performing applicable maintenance reasonably necessary to maintain safe access roads, gates, and parking facilities; and taking such other actions as are necessary for DTE and its representatives to have safe access to the Site. DTE shall cause its representatives to observe while at the Site, such reasonable environmental, health, and safety precautions and policies as Supplier may require and that have been communicated to DTE and the applicable representatives.

ARTICLE 6
REVENUE METERING REQUIREMENTS

6.1 Meters. Supplier will provide, install, own, operate, calibrate and maintain all Meters, including power quality, billing, and station power meter, except as otherwise required by the Interconnection Agreement. Supplier will have the right to install, own, operate, and maintain additional Meters as may be permitted pursuant to the terms of the Interconnection Agreement. The Meters will be used for quantity measurements under this Agreement and must meet all applicable requirements of MISO, the Transmission Owner, and any Relevant Electric Retail

Regulatory Authorities (as such term is defined in the MISO Tariff), as applicable. In addition to the above, Supplier will install such additional metering and measurement equipment, and make such changes to any metering and measurement equipment, at the Project, in each case as necessary or appropriate in connection with this Agreement, including equipment for measuring insolation at the Site for purposes of calculating the [redacted]. Supplier shall install digital circuits as are necessary for DTE to monitor the Site and access the Meter to determine the amount of Energy and Ancillary Services delivered to the Delivery Point, including digital circuits required for collecting interval meter data by DTE's billing metering system. DTE will act as or otherwise designate a Meter Data Management Agent (as defined in the MISO Tariff) for the Project.

6.2 Location. Meters will be installed at the locations depicted in [redacted] If the Meters are located on the low voltage side of the transformer(s), metered values may be adjusted to account for actual transformer losses in accordance with the manufacturer's specifications if such losses are not metered. In addition, if Meters are not located at the Delivery Point, then for purposes of calculating the Delivered Amount, metered values will be adjusted to account for losses, as commercially reasonably calculated by Supplier's engineer of record, between the location of the Meters and the Delivery Point.

6.3 Non-Interference. Neither Party shall undertake any action that may interfere with the operation of the Meters. A Party shall be liable for all costs, expenses, and liabilities associated with any such interference with the Meters by such Party.

6.4 Metering Costs. Supplier is responsible for all costs and expenses associated with the installation, testing, maintenance, and operation of the Meters and other equipment installed by Supplier at the Project, including costs associated with data communication and revenue meter data collection.

6.5 Meter Testing and Metering Accuracy. Supplier is responsible for testing of the Meters. On the [redacted] of each Contract Year, and upon DTE's reasonable request, Supplier shall provide to DTE a meter test certificate for each Meter that specifies the following information: the Meter's serial number, the date of each test of the Meter in the preceding Contract Year, the tested accuracy of the Meter during each such test, whether the Meter passed or failed each such test, and the name of the technician administering each such test. If the Meters are registering but their accuracy is outside the limits established in ANSI C12.1-2022, Supplier will repair and recalibrate or replace the Meters, and will adjust payments to Supplier for the Delivered Amount for the lesser of the period in which the inaccuracy existed or [redacted]. If the period in which the inaccuracy existed cannot be determined, adjusted payments shall be made for a period equal to one-half of the elapsed time since the latest prior test and calibration of the Meters; except that the adjustment period may not exceed [redacted]. If adjusted payments are required, payments will be based upon the Parties' best estimate of the Delivered Amount and agreed upon within [redacted] after the date on which the inaccuracy was rectified. In such event, the Parties' adjusted payments will be in full satisfaction of payments due hereunder. If the Parties cannot agree on a best estimate of the Delivered Amount, the Dispute shall be resolved in accordance with Article 24.

6.6 Failed Meters. If the Meters fail to register, payments due to Supplier for Energy will be based upon Supplier's good-faith, commercially reasonable estimate of the Delivered

Amount for the lesser of the period in which the inaccuracy existed and [redacted]. If the period in which the inaccuracy existed cannot be determined, adjusted payments will be made for a period equal to one-half of the elapsed time since the latest prior test, except that the adjustment period may not exceed [redacted]. In such event, the Parties' estimated payments will be in full satisfaction of payments due hereunder.

ARTICLE 7
EMERGENCY AND CURTAILMENT

[redacted]



ARTICLE 8
PLANNED AND FORCED OUTAGES

8.1 Planned Outages. Starting at least [redacted] prior to the Commercial Operation Date, Supplier shall provide to DTE a written schedule of Planned Outages (including maintenance outages) for the next [redacted], and shall thereafter on a [redacted] basis (or whenever Supplier proposes to change the existing schedule) provide DTE with an updated schedule for the upcoming [redacted] period. The schedule provided by Supplier must be in the format reasonably requested by DTE and must include a reasonable description of each proposed Planned Outage, including its anticipated duration, the portion of the Project affected, the purpose of such Planned Outage, and such other information as DTE may reasonably request. Supplier shall provide DTE with reasonable advance notice of any change in the Planned Outage schedule or a change in the start date or the end date of any Planned Outage. DTE has the right to direct that Supplier modify to the dates or duration (or both) of any Planned Outage with respect to the Project, and Supplier shall use commercially reasonable efforts to accommodate any such modification. Supplier shall input Planned Outages to DTE's electronic scheduling system or by such other system as DTE may direct. Supplier shall not modify the Planned Outage schedule without DTE's prior approval. Supplier shall not start any Planned Outage at the Project without providing notice to DTE's Operating Representative [redacted] prior to the start of such Planned Outage.

8.2 Mitigation. Supplier shall use commercially reasonable efforts to minimize the impact of any Planned Outage, including by scheduling any such Planned Outage during non-Daylight Hours (if practicable) and by minimizing the portion of the Installed Capacity of the Project subject to a Planned Outage at any time, and unless required in order to comply with any warranty applicable to the Project, Supplier shall not schedule a Planned Outage during the months of June through September.

8.3 Forced Outage. Supplier shall promptly, and in any event within [redacted] following the occurrence thereof, provide DTE's Operating Representative with notice of any Forced Outage, including the amount of the Installed Capacity of the Project that is not available because of such Forced Outage and the expected return date and time of such Installed Capacity. Supplier shall also update DTE's scheduling system to report such Forced Outage within [redacted] following the occurrence thereof. Supplier shall update such report as necessary to advise DTE of changed circumstances, and with respect to any continuing or anticipated Forced Outages, by no later than 5:00 am EPT through DTE's electronic scheduling system (or such other system as DTE may direct) for the next [redacted].

8.4 Forecasts. Supplier will provide the following periodic non-binding forecasts to DTE in accordance with the procedures established by DTE for the submission thereof, as may be modified by DTE from time to time. All forecasts provided by Supplier in accordance with this Section 8.4 must be prepared by Supplier consistent with and based upon the solar insolation reasonably forecasted by Supplier, the Project's availability reasonably forecasted by Supplier, and the Delivered Amount during the most recently ended Dispatch Interval (as defined in the MISO Tariff), each during the relevant period.

(a)(i) No later than [redacted] after a request from DTE, Supplier will provide to DTE a forecast of the Project's availability and Delivered Amount for each hour of the following Contract Year in a form reasonably acceptable to DTE; and (ii) no later than [redacted] after a request from DTE, Supplier will provide to DTE a forecast of the Project's availability and Delivered Amount for each hour of the following calendar month in a form reasonably acceptable to DTE;

(b)No later than 7:00:00 am EPT on each day "N", a day-ahead forecast of the Project's availability during each and every Day-Ahead Settlement Interval of the period beginning at 12:00:00 am EPT on day N+1 and ending at 11:59:59 p.m. EPT on day N+7 (or such other deadline, starting time, and/or ending time as mutually agreed by the Parties in order to comply with the then-applicable MISO Tariff). As an example, if such forecast were provided no later than 7:00:00 a.m. EPT on Monday, it would cover the period beginning at 12:00:00 a.m. EPT on Tuesday and ending at 11:59:59 p.m. EPT on the following Monday.

(c) To the extent the Project's forecasted availability has changed since delivery of the forecast described in Section 8.4(b), no later than the start of each Dispatch Interval "X", a real-time forecast of the Project's availability during each and every Dispatch Interval during the period beginning at the start of Dispatch Interval X+2 and ending at the end of Dispatch Interval X+13 (or such other deadline, starting time, and/or ending time as mutually agreed by the Parties in order to comply with the then-applicable MISO Tariff). As an example, if such forecast were provided

no later than 3:00:00 p.m. EPT on Monday, it would cover the period beginning at 3:10:00 p.m. EPT on Monday and ending at 4:05:00 p.m. EPT on the following Monday; and

(d)All such other forecasts of the Project's availability and/or [redacted] as may be reasonably requested by DTE from time to time.

ARTICLE 9
DATA COMMUNICATION AND TECHNOLOGY REQUIREMENTS

9.1 Equipment. At least [redacted] prior to the Synchronization Date, Supplier shall, at its expense, install (and shall thereafter maintain) all necessary equipment to allow the Project to receive and respond, to DNP3 protocol signals sent by DTE's SCADA System and in compliance with DNP3 Application Note AN2013-001 (DNP3 Profile for Advanced PV Generation and Storage)]. Supplier shall make all necessary repairs or replacements within [redacted] after receipt of notice from DTE of any (i) inoperable telecommunications path; (ii) inoperable software; or (iii) faulty instrumentation. In the event that Supplier reasonably determines that such repair is expected to take longer than [redacted] to complete, Supplier shall provide DTE with notice of such delay, including the reason for the delay and an estimated completion time. DTE has the right to direct Supplier to curtail the output of the Project during any period with respect to which the Project is unable to either or both receive or respond to controls consistent with DNP3 commands sent by DTE's SCADA system.

9.2 External Communications Interface. Out real and reactive energy totalization shall be performed using DNP3's standard analog input data type, with roll-overs occurring at 10,000 MWh/MVarh, with 3 decimal digits of precision utilizing 32-bit data types. Setpoint control shall be provided with a granularity at least as fine as 0.1MW (100kW) using standard analog output control. A DNP3 control relay output block binary output point shall be made available, which when asserted indicates the unit is expected to follow the corresponding analog output MW magnitude. This digital output point shall be referred to as a "curtailment flag". All Projects shall utilize industry-standard ethernet for the ECI using copper or fiber-optics media.

ARTICLE 10
REPORTS AND OTHER COMMUNICATIONS

10.1 Generator Availability Data System (GADS) Performance Data. Supplier shall collect performance and event data associated with the Project and shall report such data to DTE upon DTE's request.

10.2 Operations Log. Without duplication of the requirements of Section 5.8.6.2, Supplier shall maintain an operations log, which must include the Delivered Amount for each hour, Forced Outages and Planned Outages, circuit breaker trip operations, partial deratings of equipment, and any other significant event or information related to the operation of the Project. The operations log must be available for inspection by DTE at the Project upon reasonable advance request, and Supplier shall make the data that supports the log available on a real time basis by remote access to DTE, if DTE acquires the necessary equipment and software license to process the data by remote access.

10.3 Reserved.

10.4 Financial Information.

10.4.1 Quarterly and Annual Delivery. During the Term:

10.4.1.1 As soon as available and in any event within [redacted] after the end of each of the three (3) quarterly fiscal periods of each fiscal year of EDPR NA, Supplier shall provide DTE with unaudited consolidated financial statements of EDPR NA for the relevant period, prepared in accordance with generally accepted accounting principles in the United States of America.

10.4.1.2 As soon as available and in any event within [redacted] after the end of each fiscal year of EDPR NA, Supplier shall provide to DTE with audited consolidated financial statements of EDPR NA for the relevant period prepared in accordance with generally accepted accounting principles in the United States of America.

10.4.2 Access to Additional Financial Information. The Parties agree that generally accepted accounting principles and SEC rules require DTE to evaluate if DTE must consolidate Supplier's financial information with its own. DTE will require reasonable access to Supplier's financial records and personnel to determine if consolidated financial reporting is required. If DTE determines that consolidation is required, then, notwithstanding anything to the contrary set forth in Section 10.4.1, Supplier shall provide [redacted]

10.5 Data Required by MISO. On and after the Commercial Operation Date, Supplier will provide to MISO and DTE all operating data and telemetry inputs required to be provided from solar powered generating facilities under the MISO Tariff.

ARTICLE 11
COMPLIANCE

11.1 Compliance with Laws. Each Party shall comply with all Applicable Law and shall, at its sole cost and expense, maintain in full force and effect all relevant permits, authorizations, licenses and other authorizations material to the maintenance of its facilities and the performance of obligations under this Agreement. Each Party and its representative shall comply with all relevant requirements of the Transmission Owner and each Governmental Authority to ensure the safety of its employees and the public.

11.2 Good Utility Practice. DTE and Supplier shall perform, or cause to be performed, their obligations under this Agreement in all material respects in accordance with Good Utility Practice.

11.3 Copies of Communications. Supplier shall promptly provide DTE with copies of any orders, decrees, letters or other written communications to or from any Governmental Authority that are not delivered in the ordinary course of business, that require preservation of materials, documents, or information, or that ask questions, make assertions, or otherwise indicate that Supplier or its Project may be in violation of laws that relate to Supplier or the operation or maintenance of the Project and could have an adverse effect on DTE. Supplier shall keep DTE apprised of the status of any such matters in a timely manner.

ARTICLE 12
APPROVALS

12.1 Condition Precedent. Unless DTE waives its right to terminate this Agreement pursuant to [redacted] each Party's performance of its respective obligations under this Agreement is subject to DTE obtaining the MPSC approval as described in [redacted].

[redacted]



[redacted]

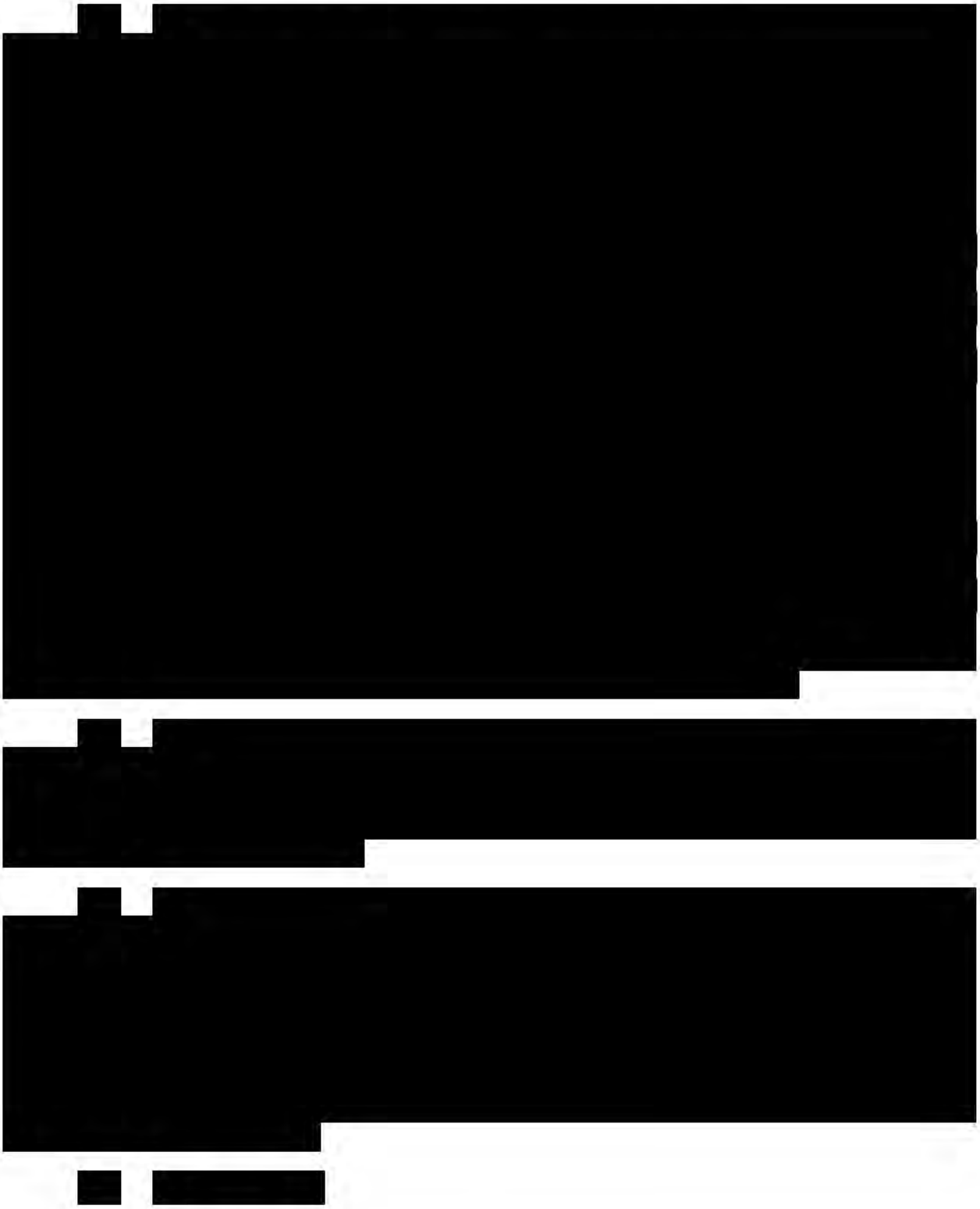
ARTICLE 13
CREDITWORTHINESS AND SECURITY

[redacted]





ARTICLE 14
RIGHT OF FIRST OFFER; PURCHASE OPTION

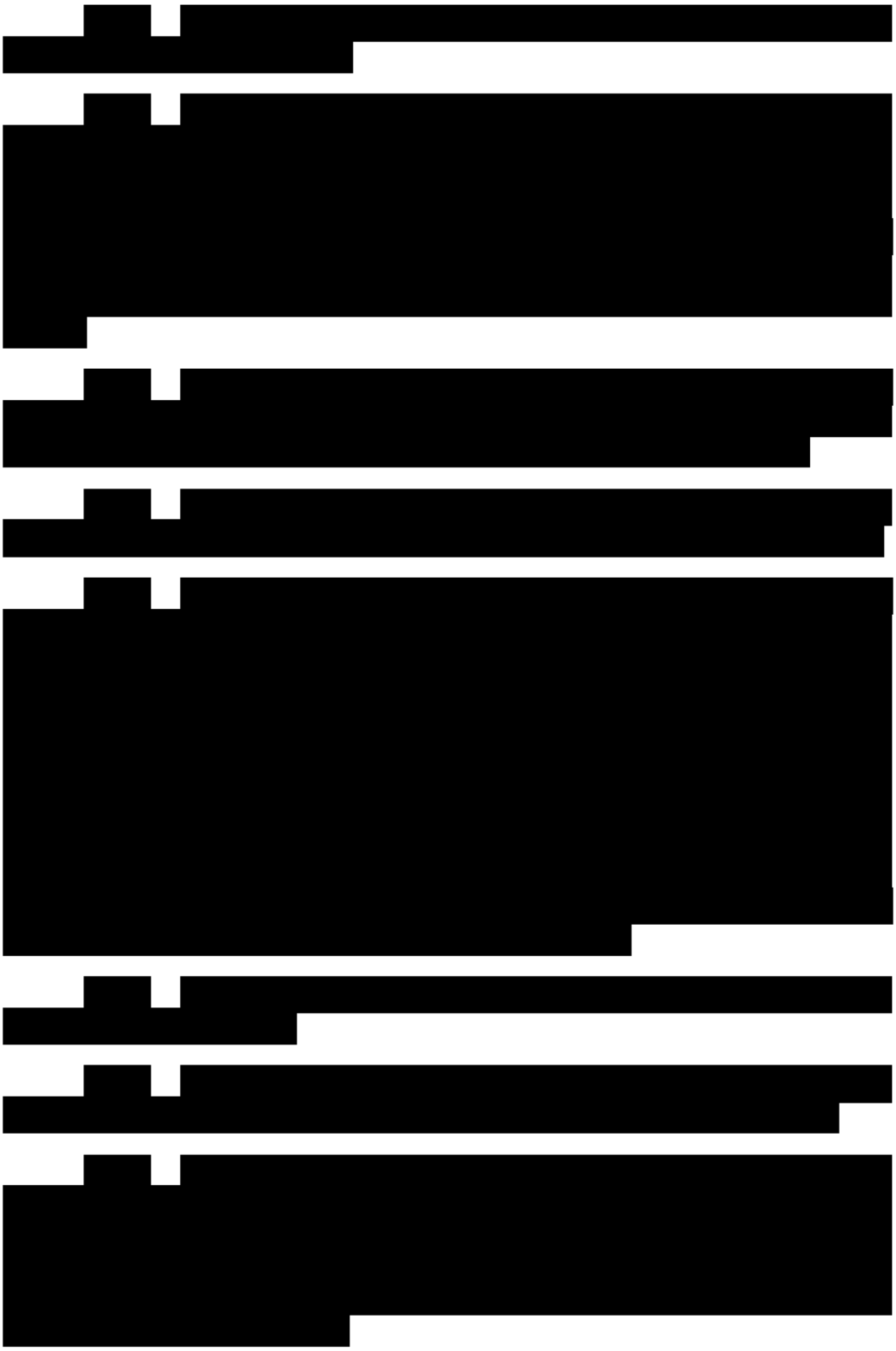


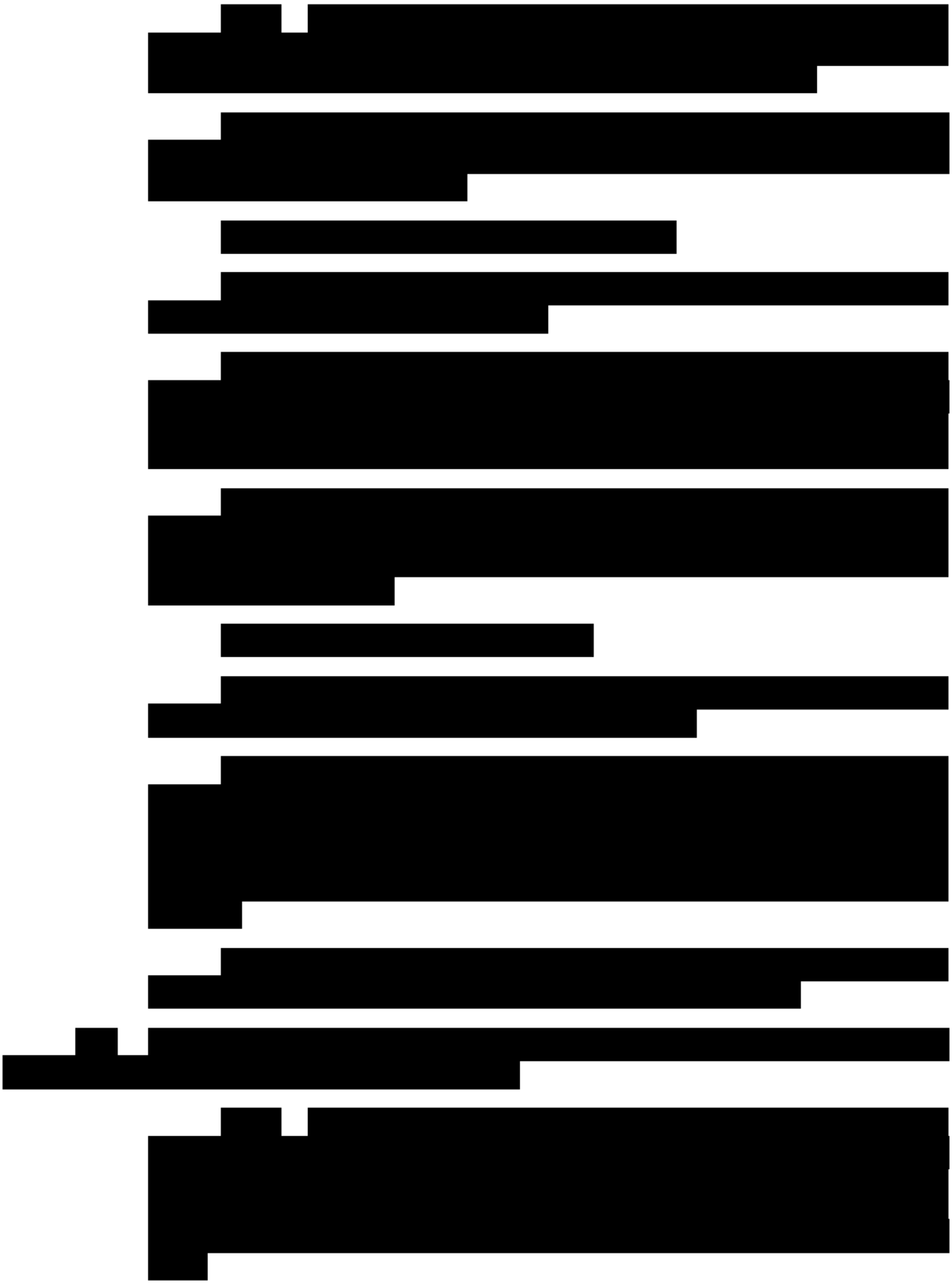


[redacted]

ARTICLE 15
FORCE MAJEURE

[redacted]





[redacted]

ARTICLE 16
INSURANCE

[redacted]



[redacted]

ARTICLE 17
INDEMNIFICATION

[redacted]



[redacted]

ARTICLE 18
DEFAULT AND REMEDIES; TERMINATION

[redacted]







18.4.5 For a period of one (1) year after the termination date, the right to [redacted]

ARTICLE 19
NON-DISCLOSURE OF INFORMATION

19.1 Confidential Information. Except as set forth in this Section 19.1, each of DTE and Supplier shall hold in confidence all information supplied to it by the other Party under the terms of this Agreement that is marked or otherwise indicated or reasonably understood by its nature to be confidential ("Confidential Information"). Each Party shall inform its Affiliates, subcontractors, suppliers, vendors, and employees of its obligations under this Section 19.1 and require such Persons to adhere to the provisions hereof. Notwithstanding the foregoing, DTE and Supplier may disclose the following categories of information or any combination thereof:

19.1.1.1 information which was in the public domain or publicly available prior to receipt thereof by such Party or which subsequently becomes part of the public domain or publicly available by publication or otherwise except by a wrongful act of such Party;

19.1.1.2 information that such Party can show was lawfully in its possession prior to receipt thereof from the other Party through no breach of any confidentiality obligation;

19.1.1.3 information received by such Party from a third party having no obligation of confidentiality with respect thereto; or

19.1.1.4 information at any time developed independently by such Party providing it is not developed from otherwise Confidential Information.

19.2 No Release. The Parties each acknowledge and agree that the terms of this Agreement shall constitute Confidential Information of the other Party. Neither Party shall release, distribute or disseminate any Confidential Information for publication concerning this Agreement or the participation of the other Party in the transactions contemplated hereby without the prior written consent of the other Party.

19.3 Permitted Disclosures. Either Party may disclose Confidential Information pursuant to and in conformity with a judicial order, in connection with any legal proceedings under Article 24, and as required to be disclosed under securities laws or stock exchange regulations applicable to publicly traded companies and their subsidiaries; provided, however, that except in the case of legal proceedings between the Parties, the Party seeking disclosure informs the other Party of the need for such disclosure and, if reasonably requested by the other Party, seeks, through a protective order or other appropriate mechanism, to maintain the confidentiality of Confidential Information.

19.4 Supplier Permitted Disclosures. In addition, Supplier may disclose Confidential Information to any financial institutions expressing interest in providing debt or equity financing or refinancing or other credit support to Supplier for the engineering, procurement, and construction of the Project and the agent or trustee of any of them; provided, however, that such disclosures shall be subject to the agreement of such Persons to keep such information confidential pursuant to the terms of this Article 19.

19.5 DTE Permitted Disclosures. DTE may disclose Confidential Information to the MPSC to the extent required for the approval by the MPSC of this Agreement and the transactions related thereto and to FERC in connection with any filings or supplemental information requested by or required to be provided to FERC or the MPSC; provided that DTE shall cooperate reasonably with Supplier in its efforts to limit the scope of, and/or to obtain protective treatment for, such Confidential Information required to be disclosed.

19.6 Effectiveness. The confidentiality provisions set forth in Section 19.1 through Section 19.5 shall be effective for a period of five (5) years after (y) Commercial Operation or (z) the earlier termination of this Agreement.

19.7 Public Announcements. Neither Party shall issue any public announcement or other statement with respect to this Agreement or the transactions contemplated hereby, without the prior consent of the other Party, unless required by Applicable Law or order of a court of competent jurisdiction.

ARTICLE 20
ASSIGNMENT

[redacted]





ARTICLE 21
INDEPENDENT CONTRACTOR

21.1 Independent Developer. Supplier is an independent contractor, and nothing contained herein shall be construed as constituting any relationship with DTE, other than that of owner or independent contractor or between DTE and any employee or subcontractor of Supplier. Neither Supplier nor any of its employees shall be deemed to be employees of DTE.

21.2 Supplier's Responsibilities for its Employees. Subject to the provisions of this Agreement, Supplier shall have sole authority and responsibility to employ, discharge and otherwise control its employees and shall have complete and sole responsibility as a principal for its agents, subcontractors, and all other hires to perform or assist in performing its obligations under this Agreement.

ARTICLE 22
REPRESENTATIONS AND WARRANTIES

22.1 Supplier Representations and Warranties. Except as specifically set forth in this Section 22.1, Supplier represents and warrants to DTE that as of the Contract Date, the date of achievement for each Project Milestone and the beginning of each Contract Year, as applicable:

22.1.1 Organization. Supplier is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Delaware and has all requisite power and authority to own, lease and/or operate its properties and to carry on its business as is now being conducted. Supplier is duly qualified or licensed to do business as a limited liability company and is in good standing in Michigan and in each other jurisdiction in which the property owned,

leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be so duly qualified or licensed and in good standing would not have a Material Adverse Effect.

22.1.2 No Violation of Law; Litigation. Supplier is not in violation of any Applicable Law, or judgment entered by any Governmental Authority which violations, individually or in the aggregate, would materially affect its performance of any obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Authority, now pending or threatened in writing against Supplier, which, if adversely determined, could reasonably be expected to have a Material Adverse Effect.

22.1.3 No Breach.

22.1.3.1 None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, or compliance with the terms and provisions hereof, shall contravene or result in a breach of, or require any consent under, the governing documents of Supplier, or any Applicable Law or regulation, order, writ, injunction or decree of any court, any material agreement or instrument to which Supplier is a party or by which it is bound or to which it or its properties are subject, or constitute a default under any such agreement or instrument.

22.1.3.2 None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, or compliance with the terms and provisions hereof, shall violate, conflict with or result in a breach of, cause a default under, result in the loss by Supplier of any material rights or benefits under, create in any party the right to accelerate, terminate, suspend, revoke, modify or cancel, require any notice, filing or consent or give rise to any preferential purchase or similar right under any material agreement to which Supplier is a party or by which Supplier is bound. Supplier has performed in all material respects all of the obligations under this Agreement that are required to have been performed prior to or on the date this representation is made.

22.1.4 Corporate Action. Supplier has all necessary power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated herein; the execution, delivery and performance by Supplier of this Agreement in accordance with and subject to the terms and conditions of this Agreement, in each case, have been duly authorized by all necessary limited liability company actions on its part; and, this Agreement has been duly and validly executed and delivered by Supplier and constitutes the legal, valid and binding obligation of Supplier enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles.

22.1.5 Consents. The execution, delivery and performance by Supplier of the Agreement do not require any consent of any party to the organizational documents of Supplier or its Affiliates, except such as have been obtained or effected on or before the Contract Date.

22.1.6 Brokers and Finders. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried out by Supplier directly with DTE without the intervention of any Person on behalf of Supplier that would give rise to any valid claim by any Person against Supplier or DTE for a finder's fee, brokerage commission or similar payment. Neither Supplier nor any Affiliate thereof has incurred any liability or obligation to pay fees or commissions to any broker, finder or agent, with respect to the transactions contemplated in this Agreement, for which DTE shall be liable.

22.1.7 Permits, Authorizations, Licenses, Grants, etc. Supplier, or an Affiliate thereof, has applied or will apply for or, if then required has received, the consents, permits, approvals, authorizations, licenses and grants listed in [redacted] and no other consents, permits, approvals, authorizations, licenses or grants, etc. are required by Supplier to construct and operate the Project and fulfill Supplier's obligations under this Agreement.

22.1.8 Title. Supplier owns all Product attributable to the Project and has the right to sell such Product to DTE. Supplier will convey good title to the Product to DTE free and clear of any liens or other encumbrances or title defects, including any which would affect DTE's ownership of any portion of such Product or prevent the subsequent transfer of any portion of such Product by DTE to a third-party.

22.1.9 Availability of Funds. As of the Financial Closing Date, Supplier shall have sufficient funds available to it to perform all obligations under this Agreement and to consummate the obligations contemplated pursuant thereto, including as are necessary to develop, construct, operate, and maintain the Project.

22.1.10 Certification. Subject to Section 3.14, the Project qualifies or will qualify as of the Commercial Operation Date and throughout the Delivery Term as a Renewable Energy System and Supplier has been and is in compliance with all requirements set forth in the Act as of the Contract Date.

22.1.11 Project Site. Supplier either (a) owns the real property on which the Project is located or (b) has obtained the necessary rights to construct, own and operate the Project on such real property, throughout the Term.

22.1.12 Supply Amount. The sum of the Supply Amount set forth in [redacted] with respect to each applicable Contract Year is at least equal to the amount designated as the [redacted] exceedance probability value for the Project, as specified in the most recent solar resource report for the Project prepared by AWS Truepower, DNV GL, or other leading solar resource consultant reasonably acceptable to DTE.

22.2 DTE Representations and Warranties. Except as specifically set forth in this Section 22.2 DTE represents and warrants to Supplier that as of the Contract Date and the beginning of each Contract Year, as applicable:

22.2.1 Organization. It is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan, and is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure to so qualify would reasonably be expected to materially impair the ability of DTE to perform its obligations under this Agreement.

22.2.2 No Violation of Law; Litigation. It is not in violation of any Applicable Law or judgment entered by any Governmental Authority, which violations, individually or in the aggregate, would materially and adversely affect its performance of any obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Authority, now pending or to the knowledge of DTE threatened against DTE which, if adversely determined, would reasonably be expected to materially impair the ability of DTE to perform its obligations under this Agreement.

22.2.3 No Breach.

22.2.3.1 None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, or compliance with the terms and provisions hereof and thereof, contravenes or will result in a breach of, or require any consent under, the governing documents of DTE, or any Applicable Law or regulation, order, writ, injunction or decree of any court.

22.2.3.2 None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, or compliance with the terms and provisions hereof, shall violate, conflict with or result in a breach of, cause a default under, result in the loss by DTE of any material rights or benefits under, create in any party the right to accelerate, terminate, suspend, revoke, modify or cancel, require any notice, filing or consent or give rise to any preferential purchase or similar right under any material agreement to which DTE is a party or by which DTE is bound.

22.2.4 Corporate Action. It has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance by DTE of this Agreement have been duly authorized by all necessary action on its part; and, this Agreement has been duly and validly executed and delivered by DTE and constitutes the legal, valid and binding obligation of DTE enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles.

22.2.5 Consents. The execution, delivery and performance by DTE of the Agreement do not require any consent of any party to the Organizational Documents of DTE or its Affiliates, except such as have been obtained or effected on or before the Contract Date.

22.2.6 Brokers and Finders. Neither DTE nor any Affiliate thereof has incurred any liability or obligation to pay fees or commissions to any broker, finder or agent, with respect to the transactions contemplated in this Agreement, for which Supplier shall be liable.

ARTICLE 23
NOTICES AND COMMUNICATIONS

23.1 Notices. As used in this Agreement, "notice" includes the communication of a notice, a request, a demand, an approval, an offer, a statement, a report, an acceptance, a consent, a waiver and an appointment. Any notice required or authorized to be given hereunder or any other communications between the Parties shall be in writing (unless otherwise expressly provided) and shall be served personally or by reputable express courier service addressed to the relevant Party at the address stated below; provided, that ordinary course operational notices shall be delivered in accordance with Section 23.2, and ordinary course development and construction related notices and communications (which shall not include notices regarding defaults, termination events or other material events) may be delivered by electronic transmission to, and in the case of DTE, the DTE Representative (at an email address provided to Supplier in writing) or in the case of Supplier, the email addresses stated below:



[redacted]

Any notice given personally or by express courier service shall be deemed to have been served on delivery, and any copy of any notice delivered by electronic transmission shall be deemed to have been served on dispatch; provided that (a) no out-of-office or delivery failure notification is received in response to such electronic transmission, and (b) any electronic transmission (i) dispatched after 5:00 p.m. in the recipient's location or on any day that is not a Business Day or (ii) that would trigger any response, review or other action by DTE within a specified time, shall be deemed to have been served on the next Business Day. As proof of such service it shall be sufficient to produce, as applicable, a receipt showing personal service, the receipt of delivery of a reputable courier company showing the correct address of the addressee or a copy of a sent email showing the time and date of transmission.

23.2 Communications. All communications other than a notice must, unless expressly specified otherwise, be in writing and addressed, except as otherwise stated herein, to the Parties' Contract Representatives as set forth in [redacted]. All oral communications required under this Agreement must be made to the receiving Party's Operating Representative and must promptly be followed by notice as provided in the other provisions of this Section 23.2. A Party may update its information included in [redacted], including its Contract Representative and Operating Representative, by providing written notice other Party in accordance with this Section 23.2. Any changes to [redacted] do not constitute an amendment to this Agreement.

23.3 Change of Notice Recipient Information. Either Party may, by giving notice at any time or from time to time, require subsequent notice to be given to another individual, whether a Party or an officer or representative of a Party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

ARTICLE 24
DISPUTE RESOLUTION

[redacted]

[redacted]

ARTICLE 25
DELAY LIQUIDATED DAMAGES

[redacted]

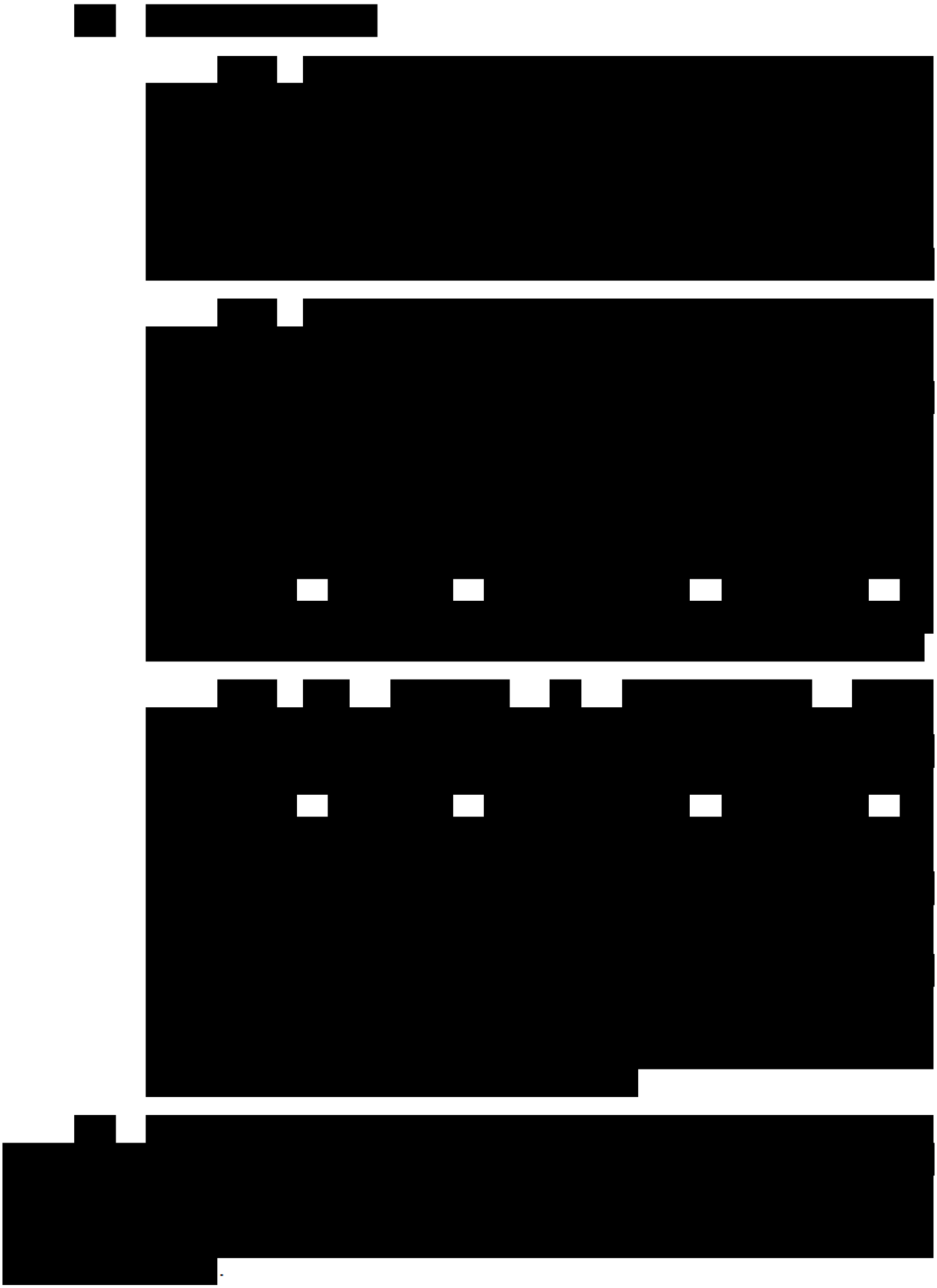
[redacted]

[redacted]

[redacted]

ARTICLE 26
LIMITATION OF LIABILITY

[redacted]



[redacted]

ARTICLE 27
MISCELLANEOUS

27.1 Governing Law; Jurisdiction; Waiver of Jury Trial.

27.1.1 Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the State of Michigan applicable to contracts made and to be performed within the State of Michigan and without reference to the choice of law principles of the State of Michigan or any other state.

27.1.2 Jurisdiction. The Parties further agree to (a) submit to the jurisdiction of the courts of the State of Michigan and the District Court for the Eastern District of Michigan for all purposes of this Agreement, including any action or proceeding instituted for the enforcement of any right, remedy, obligation or liability arising hereunder and (b) submit to the venue of such action or proceeding in the courts of the State of Michigan or the District Court for the Eastern District of Michigan. Each Party irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to such Party at its address specified in or pursuant to the provisions of Section 23.1 or in any other manner permitted by Applicable Law. Nothing in this Section 27.1 shall affect the right of a Party to serve legal process in any other manner permitted by law. The Parties further agree that any process directed to either of them in any litigation involving this Agreement may be served outside the State of Michigan with the same force and effect as if service had been made within the State of Michigan. To the extent a Party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, such Party hereby irrevocably waives (to the fullest extent permitted by law) such immunity in respect of its obligations under this Agreement.

27.1.3 Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION TO ENFORCE OR INTERPRET THE PROVISIONS OF THIS AGREEMENT OR THAT OTHERWISE RELATES TO THIS AGREEMENT

27.2 Discontinued or Modified Index. If any index utilized herein is discontinued or substantially modified, then such index will be modified to the most appropriate available index, with appropriate basis changes to take into account any changes in the location of measurement.

[redacted]



27.4 Waiver. The failure of a Party at any time to require performance by the other Party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter, nor shall the waiver by a Party of any breach of any provision hereof be held or deemed to be a waiver of the provision itself.

27.5 Severability. The invalidity or unenforceability of any portion or provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision. If any such provision of this Agreement is so declared invalid, the Parties shall promptly negotiate in good faith new provisions to eliminate such invalidity and to restore this Agreement as nearly as possible to its original intent and effect.

27.6 Amendments. All amendments to this Agreement must be mutually agreed upon by the Parties, produced in writing, and executed by an authorized representative of each Party in order to be effective. DTE may submit an amendment to the MPSC, FERC, or other Governmental Authority as applicable, for filing, acceptance or approval, and, if such approval is required, any such amendment will not become effective unless and until such approval is received. If DTE submits an amendment to the MPSC, FERC, or other Governmental Authority for approval or acceptance and such approval or acceptance is granted subject to any conditions or qualifications that DTE, in its sole and absolute discretion, determines are not acceptable, then DTE may without liability (other than for obligations incurred prior to terminations) terminate this Agreement at any time during the [redacted] period that follows such the issuance of such approval or acceptance, by providing written notice of such termination to Supplier.

27.7 No Oral Modifications. No oral or written amendment or modification of this Agreement by any officer, agent, or employee of Supplier or DTE, either before or after execution of this Agreement, shall be of any force or effect unless such amendment or modification is in

writing and is signed by an authorized officer of the Party (or of the managing member or managing partner of the Party on behalf of the Party) to be bound thereby.

27.8 Time. It is the intent of the Parties that, notwithstanding the absence of the words "time is of the essence" in this Agreement, the remedies for non-performance of time specified obligations be enforceable, as provided in this Agreement. Notwithstanding the absence of the words "time is of the essence" in this Agreement generally, the Parties agree that with respect to Commercial Operation, time is of the essence for the purpose of completing such milestone and assessing Delay Liquidated Damages. Neither Party will, in any action or proceeding brought by the other Party assert as a defense the absence of the phrase "time is of the essence" herein.

27.9 Counterparts. This Agreement may be executed in any number of counterparts and by each of the Parties in separate counterparts, which counterparts may be delivered in electronic (.pdf) format, and each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic means will for all purposes be treated as the equivalent of delivery of a manually executed counterpart of this Agreement.

27.10 Further Assurances. DTE and Supplier will each use all commercially reasonable efforts to implement the provisions of this Agreement, and for such purpose each, at the request of the other, will promptly execute and deliver or cause to be executed and delivered to the other such assistance, or assignments, consents or other instruments in addition to those required by this Agreement, in form and substance reasonably satisfactory to the other, as the other may reasonably deem necessary or desirable to implement any provision of this Agreement.

27.11 Binding on Successors. This Agreement shall be binding on the Parties hereto and on their respective successors, heirs and permitted assigns.

27.12 Integration. This Agreement contains the entire agreement and understanding between the Parties with respect to all of the subject matter contained herein, thereby merging and superseding all prior agreements and representations, whether written or oral, by the Parties with respect to such subject matter.

27.13 Forward Contract. The Parties acknowledge and agree that (a) this Agreement constitutes a "forward contract" within the meaning of the Bankruptcy Code or a "swap agreement" within the meaning of the Bankruptcy Code; (b) each Party hereto is a "forward contract merchant" or a "swap participant" within the meaning of the Bankruptcy Code; (c) all payments made or to be made by one (1) Party to the other Party pursuant to this Agreement constitute "settlement payments" within the meaning of the Bankruptcy Code; (d) all transfers of eligible credit support or other performance assurance by one (1) Party to the other Party under this Agreement constitute "margin payments" within the meaning of the Bankruptcy Code; and (e) this Agreement constitutes a "master netting agreement" within the meaning of the Bankruptcy Code.

27.14 No Third-Party Beneficiaries. Except with respect to the rights of the Indemnified Parties in Section 17.1, (a) nothing in this Agreement nor any action taken hereunder may be

construed to create any duty, liability or standard of care to any third-party, (b) no third-party has any rights or interest, direct or indirect, in this Agreement or the services to be provided hereunder, and (c) this Agreement is intended solely for the benefit of the Parties, and the Parties expressly disclaim any intent to create any rights in any third-party as a third-party beneficiary to this Agreement or the services to be provided hereunder.

27.15 Service Contract. This Agreement is intended to constitute a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first stated above.

DTE:	**SUPPLIER:**
DTE ELECTRIC COMPANY	**EAGLE CREEK SOLAR PARK LLC**
By: Joi Harris	By: _____
Name: _____	Name: _____
Title: President & COO	Title: _____

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first stated above.

DTE:

DTE ELECTRIC COMPANY

By: _____

Name: _____

Title: _____

SUPPLIER:

EAGLE CREEK SOLAR PARK LLC

By: DocuSigned by: 259899B3184947E...

Name: Sandhya Ganapathy July 21, 2025

Title: Chief Executive Officer

DS

By: Signed by: Kelly Snyder 9444A364BF8A479... July 21, 2025

Name: Kelly Snyder

Title: Executive Vice President Origination - North America



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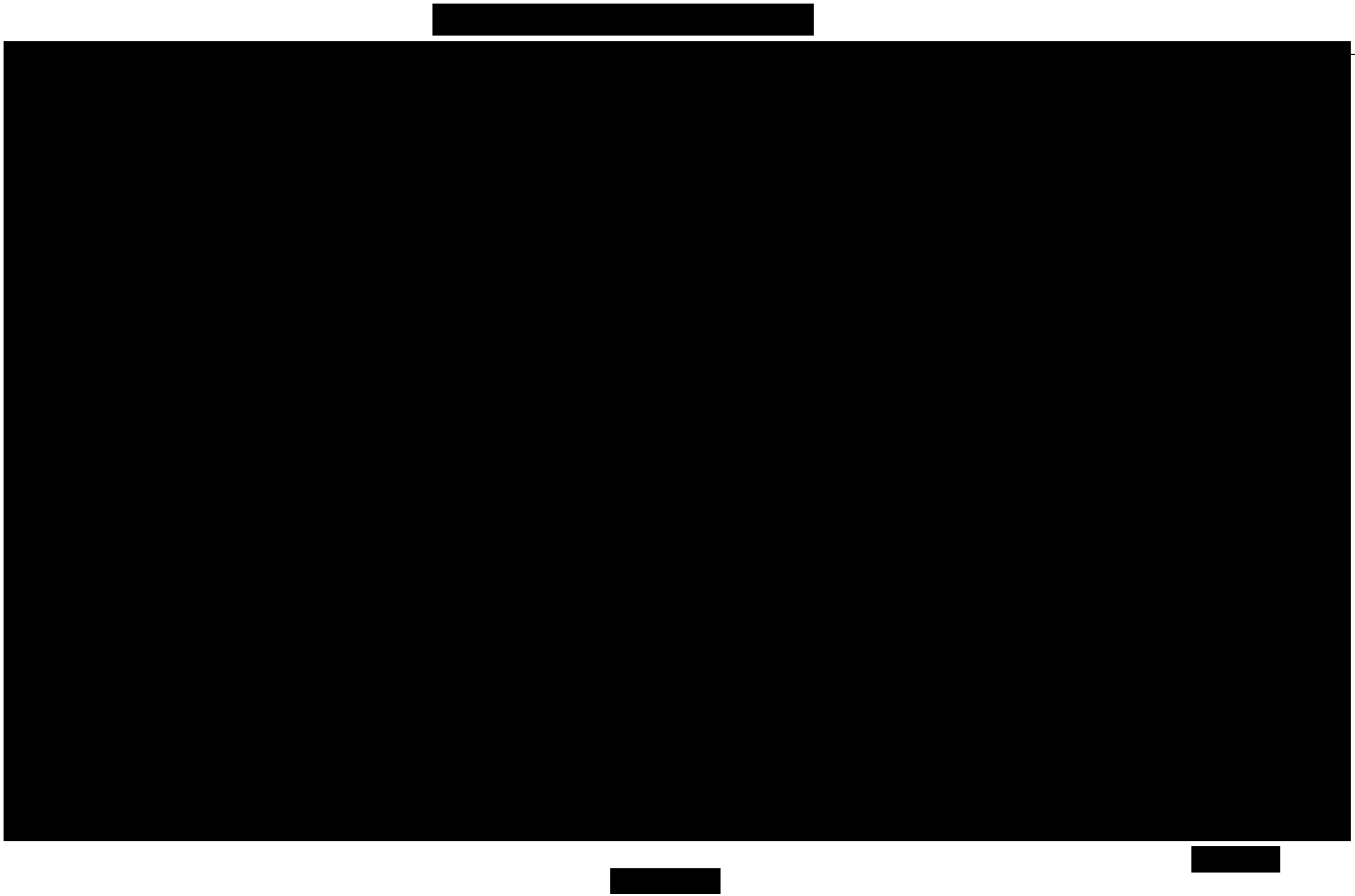
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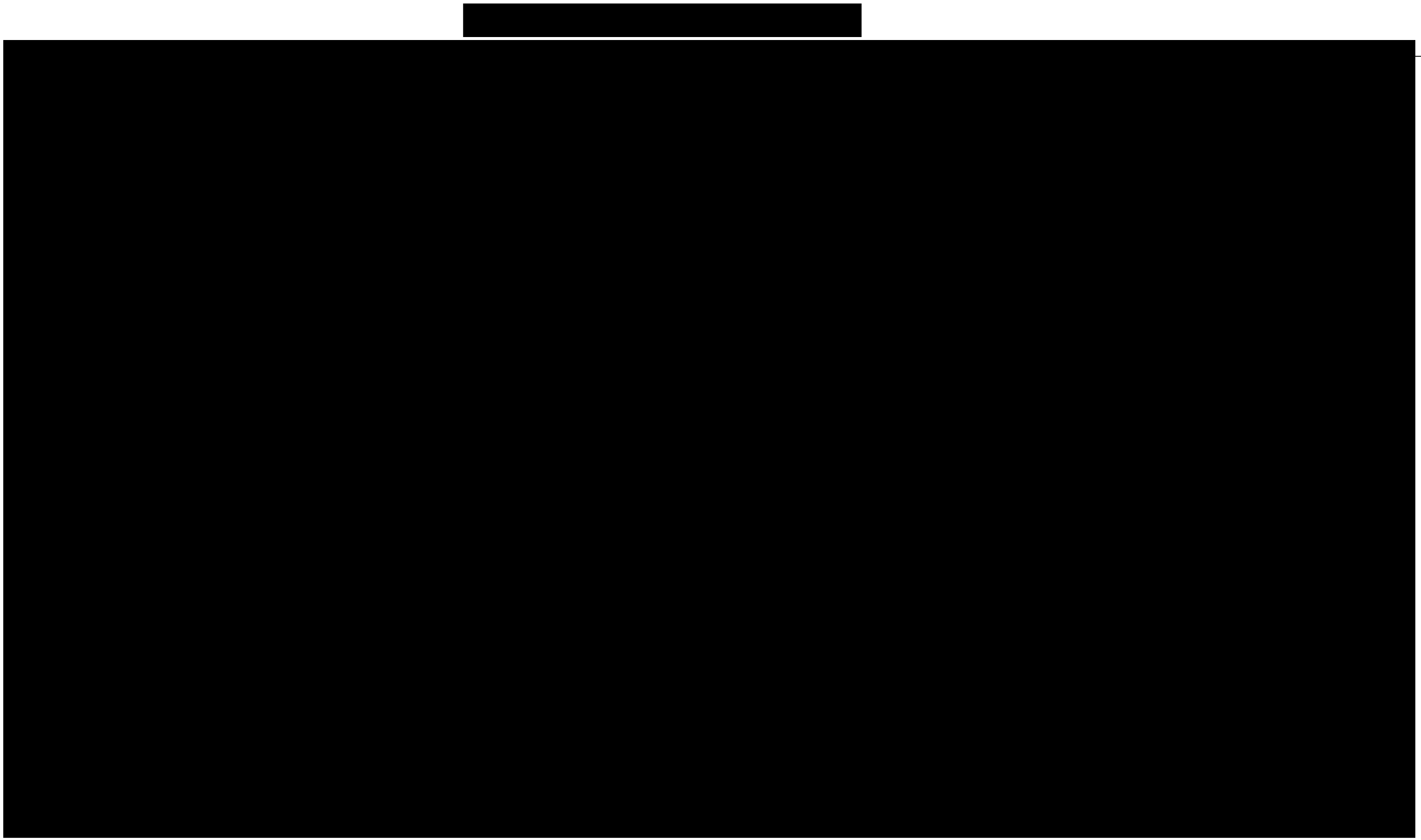
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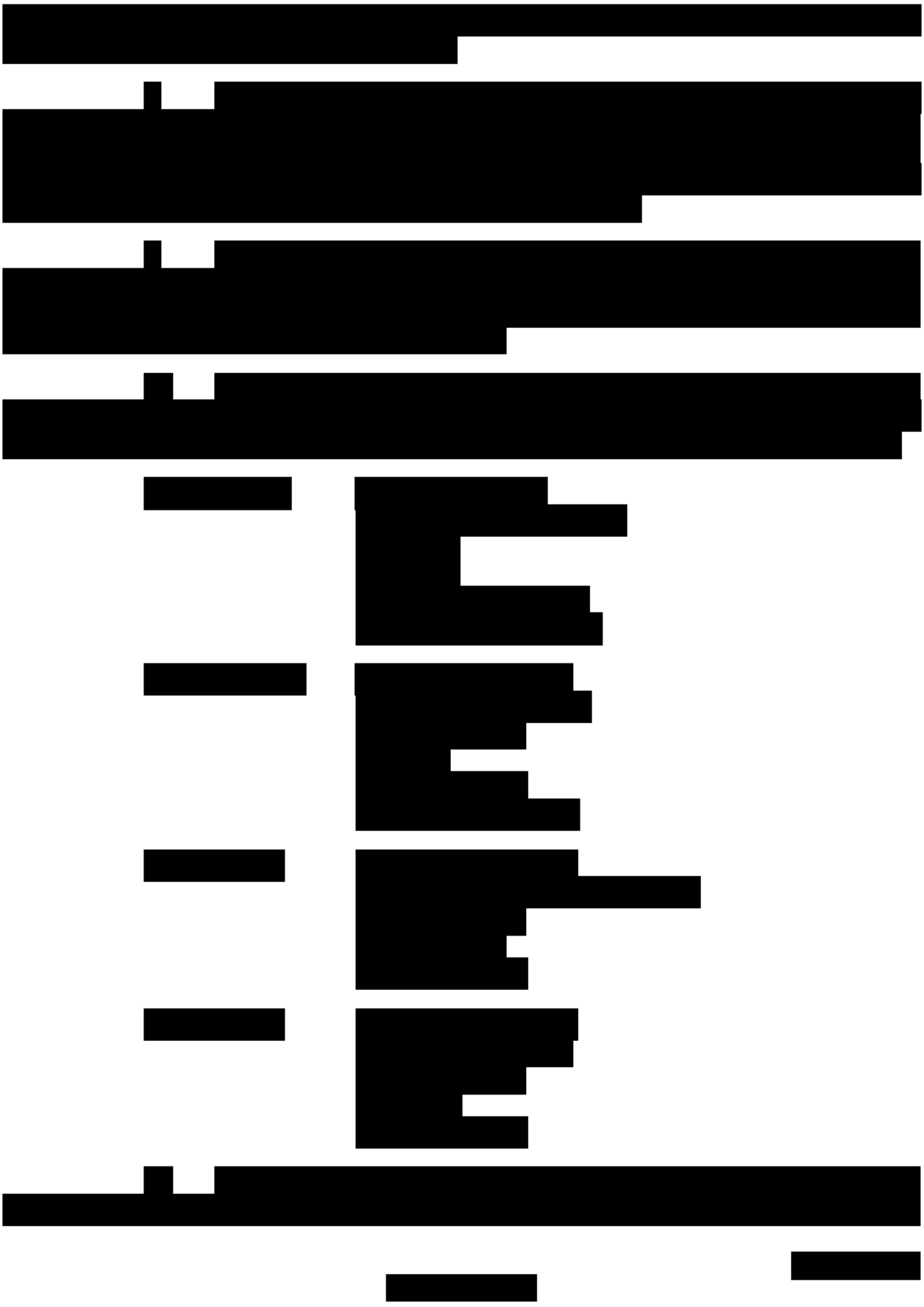
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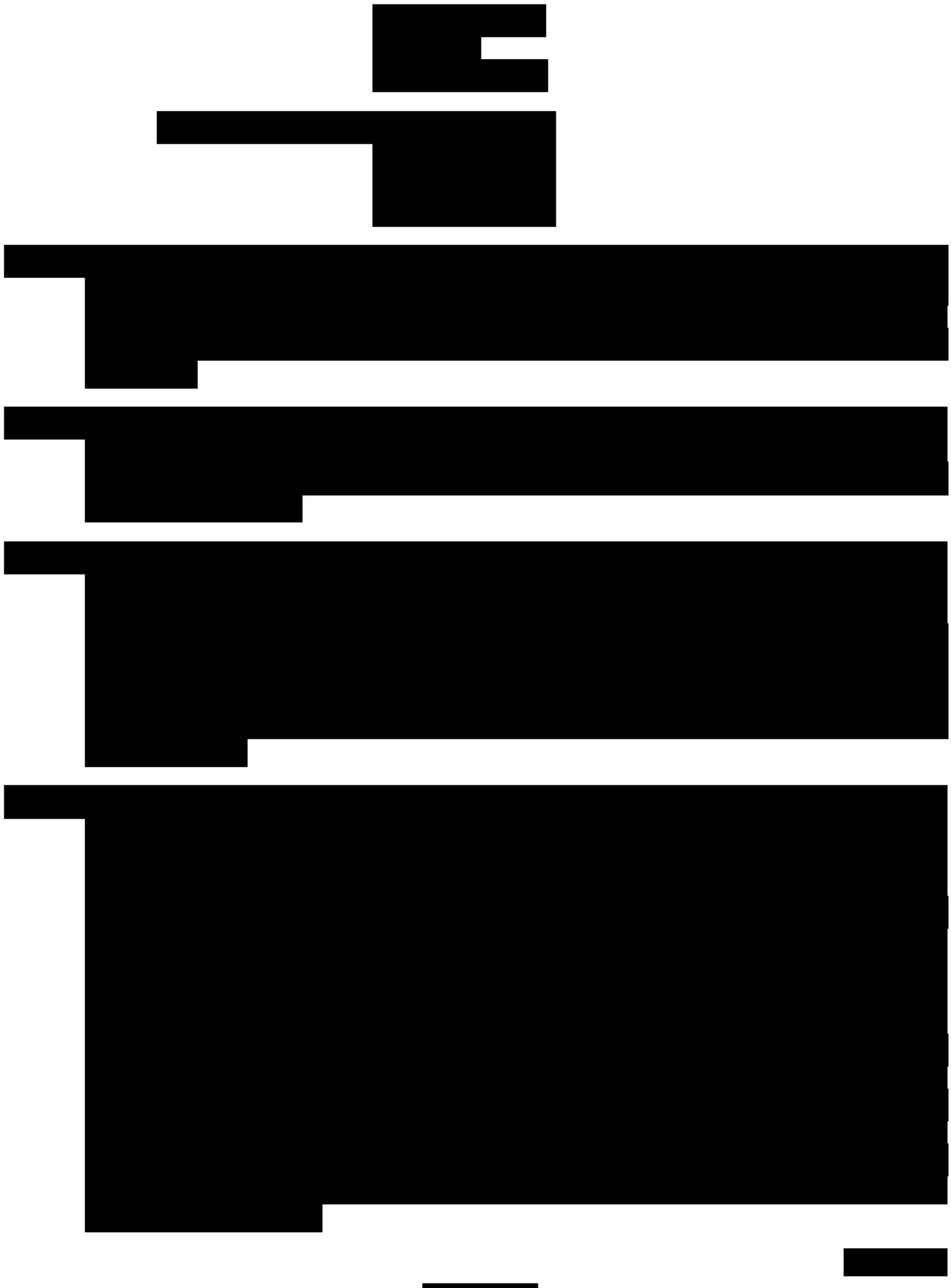
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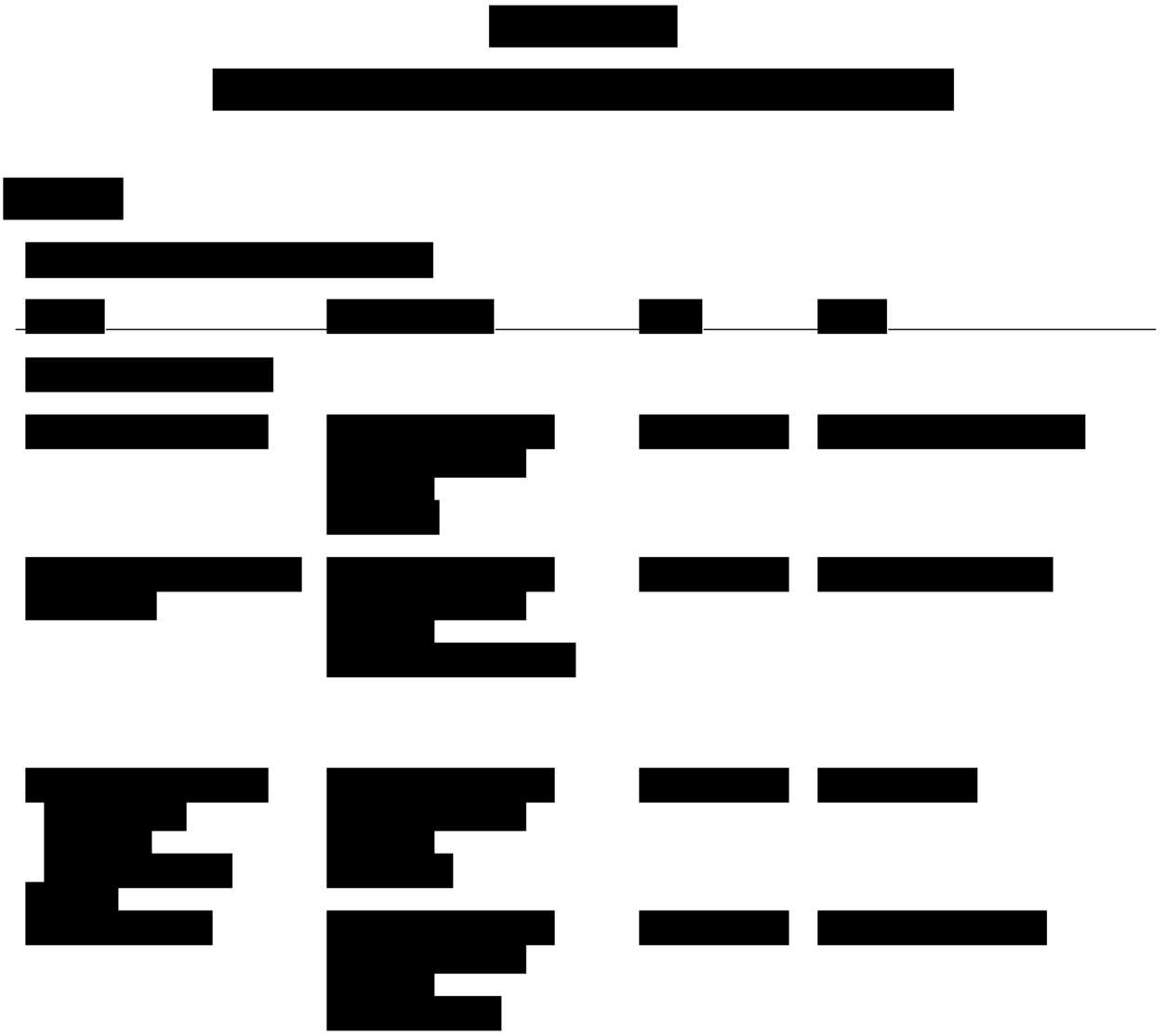


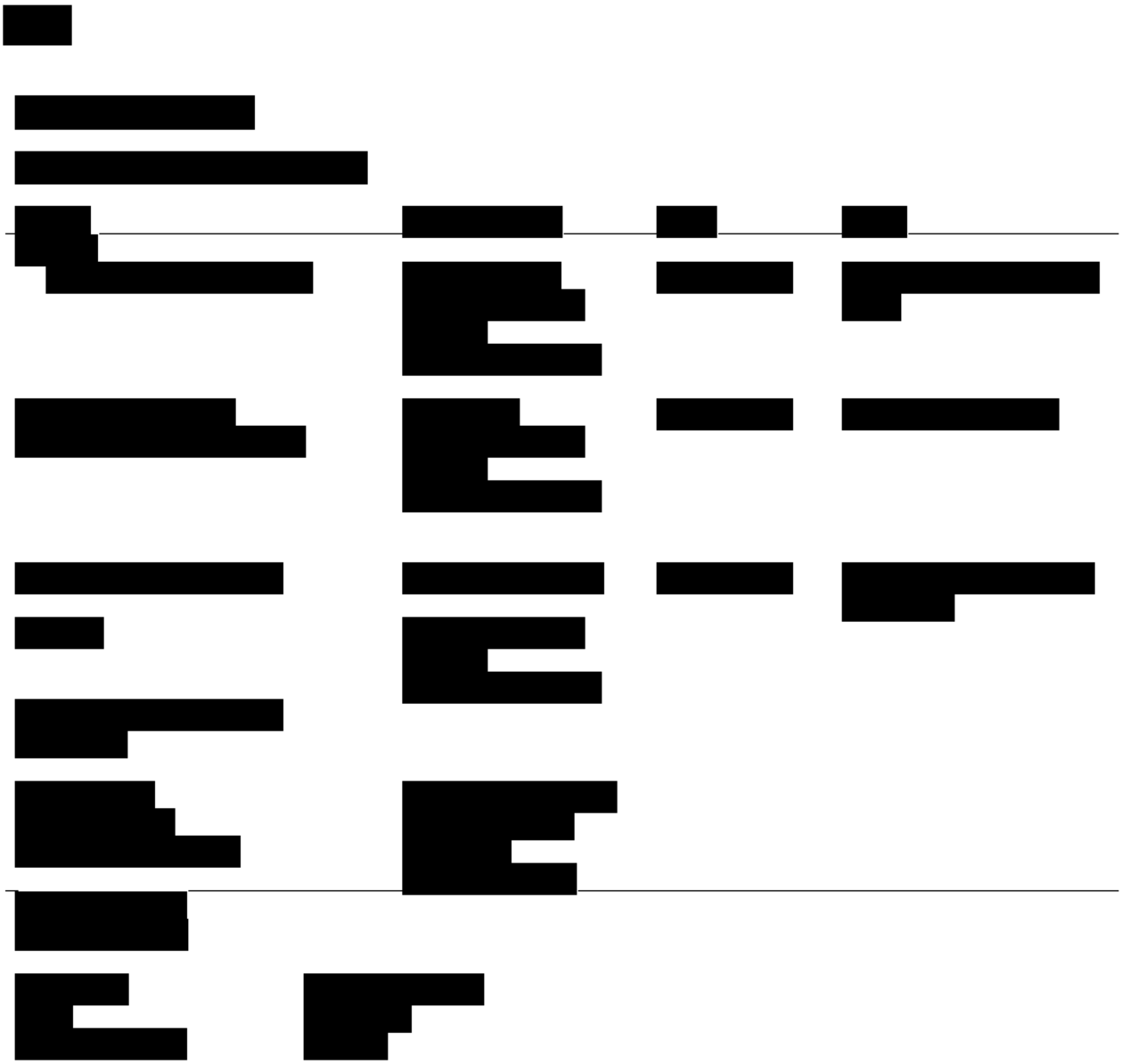


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POWER PURCHASE AGREEMENT

By and Between

DTE ELECTRIC COMPANY,

a Michigan Corporation

and

FRESHWATER SOLAR II, LLC
a Delaware limited liability company

July 22, 2025

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POWER PURCHASE AGREEMENT

This POWER PURCHASE AGREEMENT is made and entered into as of the 22nd day of July, 2025 (the "Contract Date"), by and between DTE ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Michigan, ("DTE"), and Freshwater Solar II, LLC a limited liability company organized and existing under the laws of the State of Delaware ("Supplier").

RECITALS

A. DTE is an operating electric public utility, subject to the applicable rules and regulations of the Michigan Public Service Commission and the Federal Energy Regulatory Commission.

B. Supplier plans to build, own, and operate the Project (as defined below), a proposed solar photovoltaic generating facility in Montcalm County, Michigan, which it intends to designate as a Renewable Energy System (as defined below) with the Michigan Public Service Commission.

C. The Parties intend that the electricity generated by the Project will comply with the requirements of the Act (as defined below) and qualify for Renewable Energy Credits (as defined below) thereunder.

D. The Parties intend that the nameplate capacity of the Project will comply with the requirements of the Act.

E. Supplier desires to sell to DTE, all the Product (as defined below) from the Project, and DTE desires to purchase all such Product from Supplier, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DTE and Supplier, intending to be legally bound, hereby agree as follows:

ARTICLE 1
AGREEMENT; INTERPRETATION; DEFINITIONS

1.1 Documents Included. This Power Purchase Agreement between DTE and Supplier consists of this document ("Body of the Agreement") and [redacted]

1.2 Entire Agreement. This Agreement sets forth the full and complete understanding of the Parties relating to the subject matter hereof as of the date first above stated, and supersedes any and all negotiations, agreements and representations made or dated prior thereto. Subsequent to the date hereof, this Agreement may be supplemented, modified or otherwise amended by mutual agreement or in accordance with the terms of this Agreement. Such amendments, if any,

must be in the form of a written amendment to this Agreement and signed by authorized representatives of both Parties to this Agreement.

1.3 Conflicting Provisions. In the event of inconsistency between components of the Agreement, such inconsistency shall be resolved by applying the following order of precedence: (a) amendments to this Agreement, (b) the Body of the Agreement; and [redacted]. Either Party, upon becoming aware of any inconsistency among any of the components of this Agreement, shall promptly notify the other Party of such inconsistency. Any conflict or inconsistency which cannot be resolved by the Parties to their mutual satisfaction shall be resolved in accordance with the provisions of Article 24.

1.4 Rules of Interpretation

1.4.1 Terminology. Unless otherwise required by the context in which any term appears:

1.4.1.1 Capitalized terms used in this Agreement shall have the meanings specified in this Article or defined elsewhere in this Agreement.

1.4.1.2 The singular shall include the plural, the masculine shall include the feminine and neuter, and words denoting natural persons may be interpreted as referring to other types of Persons and vice versa.

1.4.1.3 References to "Articles," "Sections," or [redacted]" shall be to articles, sections, or [redacted] and references to paragraphs or clauses shall be to separate paragraphs or clauses of the section or subsection in which the reference occurs.

1.4.1.4 The words "herein," "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; the words "include," "includes" or "including" introduces an illustrative, non-exhaustive list.

1.4.1.5 The term "day" means a calendar day (beginning at 12:00 a.m. and ending at 11:59 p.m.). The term "month" means a calendar month, and the term "year" means a calendar year. The term "business day" means a day other than Saturday, Sunday or a day that is a legal holiday under Michigan law. Unless otherwise expressly provided, dates and times are in the applicable time zone(s) used by MISO for specific purposes under the MISO Tariff.

1.4.1.6 (i) Whenever an event is to be performed by a particular date, or a period ends on a particular date, and the date in question falls on a weekend or on a day which is not a business day, the event shall be performed, or the period shall end, on the next succeeding business day, and (ii) any event required to occur or condition to be fulfilled prior to the start of physical work on the Site or any other specified milestone or stage of development of the Project shall be deemed to be a condition to the signing of this Agreement if such milestone or stage of development of the Project shall have occurred prior to the Contract Date.

1.4.1.7 All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied.

1.4.1.8 All references to a particular entity shall include such entity's successors and permitted assigns.

1.4.1.9 All references to any contract (including this Agreement) or other agreement shall be to such contract or other agreement as the same may be amended, modified, supplemented or restated and be in effect from time to time.

1.4.1.10 Subject to Article 15, any reference to an Applicable Law means a reference to such Applicable Law as the same may be amended, modified, supplemented or restated and be in effect from time to time.

1.4.1.11 Under no circumstances shall Supplier be deemed to be a subcontractor of DTE.

1.4.1.12 Any references to any agreement or document or a portion or provision thereof will be construed as a reference to the same as amended, supplemented or otherwise modified from time to time.

1.4.1.13 Any references to any Governmental Authority or REC Administrator will be construed as including a reference to any Governmental Authority or REC Administrator succeeding to all or a portion of its respective functions and capacities (including, in the case of MISO, any independent system operator, regional transmission authority or other similar transmission operator).

1.4.1.14 Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such well known and generally accepted meanings.

1.4.2 Headings. The titles of the articles and sections herein have been inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions hereof.

1.4.3 Joint Responsibility for Drafting. This Agreement was negotiated and prepared by both Parties with advice of counsel to the extent deemed necessary by each Party; the Parties have agreed to the wording of this Agreement; and none of the provisions hereof shall be construed against one (1) Party on the ground that such Party is the author of this Agreement or any part thereof.

1.4.4 Obligation to Act in Good Faith, Etc. The Parties shall act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided in this Agreement that a Party may exercise its sole discretion with respect thereto, (a) where the Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, delayed or conditioned, and (b)

wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.

1.5 Definitions. For the purposes of this Agreement, the following words and terms, when capitalized, shall have the meanings specified below (other words and abbreviations that have well-known technical or trade meanings are used in this Agreement in accordance with such recognized meanings):

[redacted]

"Act" means Clean and Renewable Energy and Energy Waste Reduction Act, 2008 PA295, 2016 PA342, MCL 460.1001 *et seq*. and the regulations promulgated thereunder, in each case, as amended.

"Adjusted Delivered Amount" means the sum of the Delivered Amount for a Contract Year or MISO Planning Year (as applicable) plus the aggregate amount of [redacted]

"Administrative Fee" has the meaning ascribed to that term in Section 3.9.2.

[redacted]

"Affiliate" means,

(a) with respect to any Person other than DTE, any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with that Person provided, however, that the term "Affiliate," when used with respect to Supplier, shall not include any direct or indirect third-party Tax Equity Investor in Supplier; and

(b) with respect to DTE, DTE Energy Company and each direct Controlled subsidiary of DTE (excluding, for the avoidance of doubt, any affiliate or subsidiary of DTE Energy Company other than DTE and DTE's direct Controlled subsidiaries).

"Agreement" has the meaning ascribed to that term in Section 1.1.

"A.M. Best" means A.M. Best Company, Inc.

"Ancillary Services" has the meaning ascribed to the term "Ancillary Service" in the MISO Tariff.

"Applicable Law" means any statute, treaty, common law, ordinance, building code, regulation, rule, decree, adjudicative ruling, final judicial or administrative order, tariff or permit condition of a Governmental Authority (a) having jurisdiction over any part of the Project or the Site or (b) that is otherwise applicable to this Agreement and each other document, instrument and agreement delivered or to be delivered hereunder or in connection herewith.

"Auction Clearing Price" mean with respect to a Season within a MISO Planning Year, the price (expressed in $ per MW Day) determined and announced by MISO in the Planning Resource Auction for such Season within the MISO Planning Year for capacity that is located in the Local Resource Zone in which DTE's service territory is located and clears in such Planning Resource Auction.

"Bankruptcy Code" means Title 11, United States Code, and any other state or U.S. federal insolvency, reorganization, moratorium or similar law for the relief of debtors, or any successor statute.

"Battery Contracting Date" has the meaning ascribed to that term in Section 3.17.2.3.

"Billing Period" has the meaning ascribed to that term in Section 4.1.1.

"Body of the Agreement" has the meaning ascribed to that term in Section 1.1.

"Business Day" means any day other than Saturday, Sunday, Federal Reserve Bank holiday, or other day that is a holiday observed by DTE.

"Capacity" means the instantaneous rate at which Energy can be delivered, received or transferred measured in MW from the Project at the Delivery Point.

"Capacity Attribute" means any current or future defined characteristic, certificate, tag, credit, or accounting construct associated with the amount of power that the Project can generate and deliver to the Delivery Point at a particular moment and that can be purchased and sold under MISO market rules. Capacity Attributes include Zonal Resource Credits.

"Capacity Availability" has the meaning ascribed to that term in Section 3.10.1.1.

"Capacity Availability Shortfall Damages" means with respect to a MISO Planning Year, the amount calculated for such MISO Planning Year pursuant to the equation set forth in Section 3.10.1.

"Capacity Deficiency" has the meaning ascribed to that term in Section 25.2.

"Capacity Factor" means with respect to a MISO Planning Year, the value equal to (a) the total Adjusted Delivered Amount for the MISO Planning Year divided by (b) the amount equal to (i) the Contract Capacity multiplied by (ii) the number of hours in the MISO Planning Year.

"Capacity Value" means the amount of capacity in MW (one (1) MW is equivalent to one (1) Zonal Resource Credit) accredited to the Project by MISO for a specific Season within a MISO Planning Year.

"Cash Deposit Settlement" has the meaning ascribed to that term in Section 3.15.4.







[redacted]

"Class Average Accreditation" has the meaning ascribed to that term in Section 3.10.1.1.

"Code" means the Internal Revenue Code of 1986.

"Commercial Operation" means that Supplier has (a) demonstrated to DTE's satisfaction that the requirements set forth in Section 5.4 and [redacted] have been satisfied with respect to the Project, and (b) delivered a certificate to DTE in the form of [redacted] executed by a Responsible Officer of Supplier, together with the required supporting documentation.

"Commercial Operation Date" means the date on which Commercial Operation occurs.

"Commercial Pricing Node" or "CPNode" has the meaning ascribed to such term in the MISO Tariff.

"Confidential Information" has the meaning ascribed to that term in Section 19.1.

"Construction Agreement" means, collectively, each of (a) the Facilities Construction Agreement associated with the Project, dated as of [redacted], among Supplier's Affiliate, Freshwater Solar, LLC, MISO and Wolverine Power Supply Cooperative, Inc. and (b) the Facilities Construction Agreement associated with the Project, dated as of [redacted] among Supplier's Affiliate, Freshwater Solar, LLC, and Consumers Energy Company, as each may be amended, restated, supplemented, or otherwise modified from time to time.

"Contract Capacity" means 100 MW, measured at the Delivery Point.

"Contract Date" has the meaning ascribed to that term in the preamble of this Agreement.

"Contract Rate" has the meaning ascribed to such term in [redacted].

"Contract Representative" of a Party means the individual designated by that Party in [redacted] who is responsible for ensuring effective communication, coordination and cooperation between the Parties in accordance with Section 23.2.

"Contract Year" means a period of twelve (12) calendar months during the Delivery Term beginning on January 1st of a year and continuing through December 31st of the same year, except that (i) the first Contract Year will begin on the Commercial Operation Date and continue through

December 31st of the year in which the Commercial Operation Date occurred, and (ii) the final Contract Year will begin on January 1st of the year during which this Agreement terminates and continue through the day prior to the anniversary of the Commercial Operation Date during such year, or if this Agreement is early terminated, the early termination date of this Agreement.

"Control" (including, with correlative meaning, the terms "controlled by" and "under common control with") means, as used with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or partnership interests, by contract or otherwise.

"Cost of New Entry" means the costs as defined in the MISO Tariff.

"COVID-19" means the coronavirus disease named "COVID-19" by the World Health Organization and caused by the virus named Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2) by the International Committee on Taxonomy of Viruses and any mutations thereof.

"Credit Rating" means with respect to a Person and a Relevant Rating Agency, the respective rating then assigned by such Relevant Rating Agency to such Person's unsecured, senior long-term debt or deposit obligations, not supported by third party credit enhancement, or if such Person does not have a rating for its unsecured, long-term debt, then the rating assigned to such Person as its issuer credit rating (corporate credit rating) by a Relevant Rating Agency.

"Credit Support" means a Guaranty, a Letter of Credit or cash (denominated in United States dollars).

"Damages" means any and all claims, demands, suits, obligations, payments, liabilities, costs, fines, Penalties, sanctions, Taxes, judgments, damages, losses or expenses, in each case, imposed by a third-party upon an Indemnified Party or incurred in connection with any claim by a third-party against an Indemnified Party pursuant to Article 17.

"Day-Ahead Market" has the meaning ascribed to the term "Day Ahead Energy and Operating Reserve Market" in the MISO Tariff.

"Day-Ahead Schedule" has the meaning ascribed to the term "Day Ahead Schedule" in the MISO Tariff.

"Day-Ahead Settlement Interval" means the then-applicable settlement interval used by MISO for day-ahead revenue settlement for generation as set forth in the MISO Tariff, provided that if more than one (1) day-ahead settlement interval is allowed under the MISO Tariff, the "Day-Ahead Settlement Interval" will be the shortest then-applicable day-ahead settlement interval.

"Daylight Hours" means with respect to a day, the period that starts with and includes the first full hour following sunrise on such day and continues through and includes the last full hour before sunset on such day, in each case in Detroit, Michigan as specified by the National Weather Service, or any successor agency that reports sunrise and sunset data, for such day.

[redacted]

"Defaulting Party" has the meaning ascribed to that term in Section 18.1.

"Delay Liquidated Damages" has the meaning ascribed to that term in Section 25.1.

"Delivered Amount" means with respect to any period, the actual amount of Energy delivered by Supplier and accepted by DTE at the Delivery Point in accordance with the terms of this Agreement during such period.

"Delivery Point" means the physical point of interconnection on the high-voltage side of the main step up transformer at which the Interconnection Facilities connect to the Transmission System, which point will be the same as the CPNode designated by MISO for the Project, all as more particularly defined and depicted in [redacted].

"Delivery Term" shall mean the period of thirty (30) Contract Years commencing on the Commercial Operation Date and expiring on the thirtieth (30th) anniversary of the Commercial Operation Date, unless terminated earlier in accordance with the terms and conditions of this Agreement.

"Development Security" has the meaning ascribed to that term in Section 13.1.1.

"Disallowance Order" has the meaning ascribed to that term in Section 12.3.3.

"Dispute" has the meaning ascribed to that term in Section 24.1.

"DNP3" means the DNP3 distributed network protocol.

"DTE" has the meaning ascribed to that term in the preamble of this Agreement.

"DTE's REC Account" means DTE's Michigan Renewable Energy Certification System (MIRECS) Account and any successor thereto that is maintained for the purpose of tracking the production, sale, transfer, purchase and retirement of RECs by DTE.

[redacted]

"Economic Energy Offer" means an offer into the Day-Ahead Energy and Operating Reserve Market or Real-Time Energy and Operating Reserve Market (as each term is defined in the MISO Tariff) that indicates to MISO that the Project is to be economically committed and cleared, and not self-committed or self-scheduled.

[redacted]

"Electrical Losses" means all transmission or transformation losses between the Project and the Delivery Point.

[redacted]

"Emergency" means any circumstance or combination of circumstances or any condition of the Project, the Interconnection Facilities, the Transmission System, or the transmission or distribution system of other electric utilities that is (a) reasonably likely to endanger life or property and necessitates immediate action to avert injury to persons or serious damage to property or (b) reasonably likely to adversely affect, degrade or impair Transmission System reliability or transmission or distribution system reliability of other electric utilities, and including any "Emergency" as such term is defined in the MISO Tariff.

"Energy" means three phase, sixty (60)-hertz alternating current electrical energy (measured in MWh) generated by the Project and delivered to the Delivery Point.

"EPC Contractor" means the contractor(s) engaged by Supplier to engineer, procure and construct the Project pursuant to the EPC Contracts.

"EPC Contracts" has the meaning ascribed to that term in Section 5.4.

"EPT" means Eastern Standard Time or Eastern Daylight Time, whichever is then prevailing.

"Equipment and Materials" means all of the equipment, materials, machinery, apparatus, structures, supplies and other goods required to be incorporated into the Project including all equipment and related improvements to be constructed or installed within the Site.

"Equipment Supplier" means a subcontractor with whom Supplier or EPC Contractor (as applicable) executes an Equipment Supply Agreement.

"Equipment Supply Agreement" means an agreement between Supplier or EPC Contractor (as applicable) and the Equipment Supplier with whom Supplier or EPC Contractor (as applicable) contracts to supply one or more Major Components.

"Event of Default" has the meaning ascribed to that term in Section 18.1.

[redacted]

[redacted]

[redacted]

"External Communications Interface" means the electronic connection point at which the Project's data is made available to DTE using the DNP3 protocol.

"Fall Season" means the Season inclusive of September, October, and November.

"FERC" means the Federal Energy Regulatory Commission.

[redacted]

"Financial Closing" means the occurrence of all of the following events (which may occur over a period of time): (a) execution of the Financing Documents by the parties thereto in respect of the construction or permanent debt Financing for the Project, (b) all conditions precedent to the initial availability of funds under such Financing Documents have been satisfied or waived, and (c) the first draw thereunder has been made by Supplier.

"Financing" means any of the following by Supplier's Lenders: (a) lending money, extending credit, purchasing notes or providing loan guarantees (whether directly to Supplier or to an Affiliate of Supplier) as follows: (i) for the construction, ownership, operation, interim or permanent financing or refinancing of the Project; (ii) for working capital or other ordinary business requirements of the Project (including the maintenance, repair, replacement or improvement of the Project); (iii) for any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Project; or (iv) for any capital improvement or replacement related to the Project; (b) participating as a Tax Equity Investor in the Project; or (c) participating as a lessor under a lease finance arrangement relating to the Project.

"Financing Documents" means the documents associated with any Tax Equity Financing and the loan and credit agreements, notes, bonds, indentures, security agreements, lease financing agreements, mortgages, deeds of trust, interest rate exchanges, swap agreements and other documents relating to the development, bridge, construction or permanent (including back leverage) debt Financing for the Project, including any credit enhancement, credit support, working capital financing, or refinancing documents, and any and all amendments, modifications, or supplements to the foregoing that may be entered into from time to time at the discretion of Supplier in connection with development, construction, ownership, leasing, operation or maintenance of the Project.

"First Full Contract Year" means the first Contract Year that is a full calendar year.

"Force Majeure" has the meaning ascribed to that term in Section 15.2.

"Forced Labor" means all work or service which is exacted from any person under the menace of penalty for nonperformance and for which the person has not offered himself or herself

voluntarily through the free and informed consent of a worker to take a job or his or her freedom to leave at any time.

[redacted]

"Forced Outage" means the removal from availability, in whole or in part, of a generating unit, transmission line, or other facility due to an Emergency or a condition in which the equipment is unavailable due to unanticipated failure resulting in a decrease to available Capacity or ability to adhere to voltage or frequency requirements.

"Full NTP" means Supplier has provided a full and unlimited written notice to proceed to the EPC Contractor(s) pursuant to the EPC Contract(s) for the Project, and construction of the Project has commenced with a fully executed MSA.

"Gains" means with respect to any Non-Defaulting Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Termination Costs), resulting from the termination of this Agreement for the remaining Term of this Agreement, determined in a commercially reasonable manner. Factors used in determining the economic benefit to a Party may include: reference to information supplied by one or more third parties, excluding Affiliates of the Non-Defaulting Party; quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets; comparable transactions; forward price curves based on economic analysis of the relevant market; and settlement prices for comparable transactions at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining Term of this Agreement, and includes the value of Energy, Capacity Attributes, Renewable Energy Benefits and Ancillary Services. Only if the Non-Defaulting Party is unable, after using commercially reasonable efforts, to obtain third-party information to determine the gain of economic benefits, may the Non-Defaulting Party use information available to it internally suitable for this purpose in accordance with prudent industry practices.

"Good Utility Practice" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision is made, could have been expected to accomplish the desired

result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather, intended to include acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act Section 215(a)(4). In the case of Supplier, Good Utility Practice also specifically means those practices, methods, techniques, standards and acts engaged in or approved by a significant portion of the photovoltaic solar power industry in the United States or any of the practices, methods, techniques, standards and acts that, in the exercise of reasonable judgment in light of the facts known (or that a qualified and prudent contractor or operator, as applicable, could reasonably be expected to have known) at the time a decision is made, would have been expected to accomplish a desired result at a commercially reasonable cost consistent with good business practices, reliability, safety and expedition, in each case for use in connection with the design, engineering, supply, construction, start-up, testing, commissioning, completion, operation or maintenance of similar equipment at photovoltaic solar energy generating facilities in the Midwest region of the United States of the same or similar size and type as the Project, that at the particular time of performance of the work, or of operation of the Project, (i) in the exercise of that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced licensed engineer, contractor or operator employing generally accepted professional standards with respect to the performance of the work or the operation of the Project, as the case may be, would have been expected to accomplish the desired result in a manner consistent with Applicable Law, and (ii) conform in all material respects to the design, engineering, construction, testing, operation, maintenance and other recommendations and guidelines applicable to the equipment in question.

"Governmental Authority" means, as to any Person, any federal, state, municipal, local, or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority, including MPSC, FERC, NERC, ReliabilityFirst, PJM, and MISO, having jurisdiction over such Person or its property or operations.

"Green Power Price" has the meaning ascribed to such term in Section 3.10.3.

[redacted]

"IEEE-SA" means the Institute of Electrical and Electronics Engineers Standards Association and any successor entity thereto.

[redacted]

[redacted]

"Incentive RECs" mean incentive RECs granted under sections 39(2)(a)-(e), as applicable, of the Act.

"Indemnified Party" means Buyer.

"Indemnifying Party" means Supplier.

[redacted]

"Installed Capacity" means the aggregate nameplate capacity of the Project on the Commercial Operation Date, measured at the Delivery Point, for which a fully executed certificate in accordance with Section 5.4 has been provided by Supplier and accepted by DTE.

"Interconnection Agreement" means the generator interconnection agreement to be entered into between Supplier, MISO and Transmission Owner in connection with the Project, as may be amended, restated, supplemented, or otherwise modified from time to time. The Interconnection Agreement will not be a temporary, conditional, provisional, limited or similar generator interconnection agreement, and the interconnection service thereunder provided on and after the commercial operation date stated thereunder will not be conditioned upon completion of Network Upgrades or other system upgrades.

"Interconnection Facilities" means the equipment, supporting software and firmware, and ancillary facilities, including any modifications, additions and upgrades made to such facilities, which are necessary to connect the Project to the Transmission System as described in [redacted].

[redacted]

[redacted]

"Key Project Milestone" means each of the milestones, obligations, and other requirements listed as a "Key Project Milestone" in [redacted]

"Letter of Credit" shall mean an irrevocable, transferable, standby letter of credit, governed by the International Standby Practices rules, International Chamber of Commerce Pub. 590 and issued by a Qualified Institution and otherwise substantially in the form attached hereto as [redacted] or otherwise in a form acceptable to DTE.

[redacted]

"Local Balancing Authority" has the meaning ascribed to that term in the MISO Tariff.

"Losses" means, with respect to the Non-Defaulting Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Termination Costs), resulting from termination of this Agreement for the remaining Term of this Agreement, determined in a commercially reasonable manner. Factors used in determining economic loss to a Party may include; reference to information supplied by one or more third parties (excluding Affiliates of the Non-Defaulting Party), quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining Term of this Agreement and must include the value of Energy, Capacity Attributes, Renewable Energy Benefits and Ancillary Services. Only if the Non-Defaulting Party is unable, after using commercially reasonable efforts, to obtain third-party information to determine the loss of economic benefits, may the Non-Defaulting Party use information available to it internally suitable for these purposes in accordance with prudent industry practices.

"LMP" means, for the applicable Real-Time Settlement Interval or Day-Ahead Settlement Interval, the locational marginal price published by MISO, expressed in USD per MWh, for such Settlement Interval.

"Local Resource Zone" has the meaning ascribed to that term in the MISO Tariff.

"Major Component" means the PV panels, inverters, racking, any padmount transformer, any medium voltage transformer, GSU transformer or any other main power transformer, substation breakers, and SCADA system.

"Major Contracts" means, collectively, the project agreements specified in Sections 5.9, 5.10.1.1 and 5.10.1.2.

[redacted]

"Material Adverse Effect" means an event, change, occurrence, circumstance, development or effect, which, individually or when taken together with the effect of all other events or circumstances, has had or could reasonably be expected to have a material adverse effect (including to the extent such material adverse effect results from the inability of the Supplier or any Affiliate of Supplier to perform its respective obligations under any Major Contract) on (a) the business, assets, properties, liabilities, condition (financial or otherwise), operation or results of operations of Supplier, (b) the ability of the Project, Supplier, DTE, Supplier's Guarantor (if applicable) or any Affiliate of any thereof to perform its respective obligations under this Agreement or (c) the validity of this Agreement.

[redacted]

"Meter" means a utility-grade and revenue-grade instrument and associated measuring, recording and communication equipment meeting applicable electric industry standards as established by the National Electrical Manufacturer's Association (NEMA) and the American National Standards Institute (ANSI) and acceptable to MISO for measuring and recording the quantity of Metered Products for all revenue-settlement purposes, in accordance with the MISO Tariff.

"Metered Products" means all of the Energy and all related Ancillary Services generated by the Project in accordance with this Agreement.

"Minimum Capacity Amount" has the meaning ascribed to that term in the equation set forth in Section 3.10.1.1.

"MISO" means Midcontinent Independent System Operator, Inc. and any successor entity thereto that performs the functions of a regional transmission organization or independent system operator with respect to the region in which DTE and the Project are located.

"MISO D-LOL Construct" means MISO's Accreditation Reform as developed by MISO's Resource Adequacy Subcommittee (RASC) to incorporate Direct Loss of Load (D-LOL) methodology as approved by FERC on October 25, 2024.

"MISO Market Participant" has the meaning ascribed to the term "Market Participant" in the MISO Tariff.

"MISO Planning Year" means a "Planning Year" as such term is defined in the MISO Tariff.

"MISO Tariff" means the Open Access Transmission, Energy and Operating Reserve Markets Tariff for MISO, including the rules, protocols, procedures, business practice manuals, and other standards associated therewith, as the same may be amended, amended and restated, modified or supplemented from time-to-time and accepted by FERC.

"Moody's" means Moody's Investors Service, Inc.

"MPSC" means the Michigan Public Service Commission.

[redacted]

"MSA" has the meaning ascribed to that term in Section 5.4.

"MW" means a megawatt (AC) of electrical capacity.

"MWh" means a megawatt hour of electrical energy.

[redacted]

"NERC" means the North American Electric Reliability Corporation and any successor entity thereto. References to NERC in this Agreement are deemed to include references to the applicable regional entity designated by NERC for the region in which the Project is located.

"Network Resource Interconnection Service" has the meaning ascribed to that term in the MISO Tariff.

"Non-Defaulting Party" means the Party that is not the Defaulting Party.

"O&M Agreement" means the operations and maintenance agreement(s) entered into by Supplier for the Project pursuant to Section 5.9.

"Operating Day" has the meaning ascribed to that term in the MISO Tariff.

[redacted]

"Operating Security" has the meaning ascribed to that term in Section 13.2.1.

"Operations and Maintenance Plan" has the meaning ascribed to that term in Section 5.8.6.1.

"Operator" means a provider of operations and maintenance services to photovoltaic solar energy generating facilities with at leas [redacted] elected by Supplier to serve as the provider of operations and maintenance services for the Project.

"Party" and "Parties" have the meaning ascribed to those terms in the preamble of this Agreement.

"Penalties" means any penalties, fines, damages, sanctions or charges, including imbalance charges and fines or penalties, whether now existing or that become effective in the future, attributable to this Agreement and actually imposed by any Governmental Authority or the Transmission Owner.

[redacted]

"Person" means any natural person, partnership, limited liability company, joint venture, corporation, trust, unincorporated organization, or Governmental Authority.

"Planned Outage" means the scheduled removal from service, in whole or in part, of the Project for inspection, maintenance or repair, including any equipment used or operated to adhere to applicable voltage or frequency requirements.

"Planned Synchronization Date" means [redacted] as may be adjusted pursuant to Section 5.6.

"Planning Resource" has the meaning ascribed to that term in the MISO Tariff and shall include any successor term adopted by MISO for resources eligible to submit offers into the Planning Resource Auction.

"Planning Resource Auction" has the meaning ascribed to that term in the MISO Tariff and shall include any successor term and mechanism used by MISO to purchase and sell capacity.

"Power Quality Standards" means the power quality standards established or otherwise enforced by NERC, MISO, IEEE-SA, National Electric Safety Code, or the National Electric Code (including their respective successor organizations or codes) and that apply to the Project, including any power quality standards imposed pursuant to the terms of the Interconnection Agreement or by the Transmission Owner, as applicable, in each case as they may be amended, restated, superseded, supplemented, or otherwise modified from time to time.

"Product" means all Energy, all Capacity Attributes, all Ancillary Services that the Project produces, or is capable of producing, and all associated Renewable Energy Benefits.

[redacted]

"Project" means the 100 MW solar photovoltaic generating facility described in [redacted] located at the Site and including mechanical equipment and associated facilities and equipment required to deliver Energy to the Delivery Point.

"Project Debt" means the obligations of Supplier or its Affiliates to any lender pursuant to the Financing Documents, including principal of, premium and interest on indebtedness, fees, expenses or penalties, amounts due upon acceleration, prepayment or restructuring, swap or interest rate hedging breakage costs and any claims or interest due with respect to any of the foregoing. For the avoidance of doubt, Project Debt includes Tax Equity Financing.

"Project Milestone" means each of the milestones, obligations, and other requirements listed in [redacted]

"Project Milestone Schedule" means the schedule of Project Milestones, completion dates and required documentation specified in [redacted]

"Project Property" means all property rights necessary for the use of the Project for its intended purpose, including (i) the Project, (ii) the Site, (iii) the Interconnection Facilities, (iv) the Project collection facilities and substation, (v) Supplier's rights and obligations under the Interconnection Agreement, (vi) Supplier's Required Permits and Approvals and all Major Contracts; and (vii) all Project fixtures, equipment and personal property.

[redacted]

"Reactive Supply and Voltage Control" means reactive power support necessary to maintain transmission voltages within limits that are established by MISO, which is measured in MVARs.

"Real-Time Settlement Interval" means the then-applicable settlement interval used by MISO for real-time revenue settlement for generation as set forth in the MISO Tariff, provided that if more than one (1) settlement interval is allowed under the MISO Tariff, the "Real-Time Settlement Interval" will be the shortest then-applicable real-time settlement interval. [redacted]

"REC Administrator" means the Person appointed to administer the development, registering, tracking, qualifying, recording and transferring of Renewable Energy Credits established pursuant to the Act, and any successor thereto.

[redacted]

"Relevant Rating Agency" means Moody's or S&P, as applicable.

[redacted]

[redacted]

"Renewable Energy Benefits" means any and all renewable and environmental attributes, emissions reductions, credits (renewable, carbon, etc.), RECs, offsets, allowances, or benefits, now existing or arising in the future, however entitled, (a) allocated, assigned, awarded, certified, or otherwise transferred or granted by any Governmental Authority in any jurisdiction in connection with the Project; or (b) associated with the production of electrical energy by the Project or based in whole or part on the Project's use of renewable resources for generation or because the Project constitutes a renewable energy system or the like or because the Project does not produce greenhouse gases, regulated emissions or other pollutants, whether any such attributes, reductions, credits, offsets, allowances or benefits exist now or in the future or whether they arise under existing Law or any future Law or whether such attribute, reduction, credit, offset, allowance or benefit or any Law, or the nature of such, is foreseeable or unforeseeable, but in all cases shall not mean Tax Credits. Renewable Energy Benefits includes such attributes, reductions, credits, offsets, allowance or benefits attributable to Energy sold under this Agreement, and Energy consumed by the Project, such as Station Service.

"Renewable Energy Credit" or "REC" means a credit granted pursuant to Section 39 of the Act and transferrable to DTE pursuant to Section 41 of the Act that represents generated renewable energy. To the extent generated by the Project, RECs will include Incentive RECs.

"Renewable Energy System" means, with respect to Michigan, a "renewable energy system" as defined in the Act.

"Replacement REC" means, for a particular REC Shortfall, a REC with comparable character to, and with an expiration date no earlier than, a REC that should have been delivered to DTE but was not due to a Shortfall.

[redacted]

"Resource Adequacy Hours" means the representative periods of highest risk and greatest need during a Season and throughout the year, as calculated in the MISO Tariff.

"Responsible Officer" means with respect to Supplier, a vice president, senior vice president, chief executive officer, president, member, or manager of Supplier, or if documents executed by Supplier are executed by an entity in its capacity as member, manager, or general partner of Supplier, any individual holding such position with such entity.

[redacted]

"S&P" means S&P Global Market Intelligence LLC.

"SCADA" means supervisory control and data acquisition.

"Scheduled Commercial Operation Date" means [redacted], as may be adjusted pursuant to Section 5.6.

"Season" means the respective divisions of the year as defined in Module A of the MISO Open Access Transmission Tariff.

"SEC" means the Securities and Exchange Commission.

"Settlement Interval" means any Real-Time Settlement Interval or Day-Ahead Settlement Interval.

[redacted]

"Site" means those parcels of land in Montcalm County, Michigan, on which the Project will be located, and all applicable laterals and appurtenances thereto, including the land associated with the Project's substation.

"Specified Major Contracts" means the EPC Contracts, the MSA and the O&M Agreement.

"Spring Season" means the Season inclusive of March, April, and May.

"Storage Attributes" has the meaning ascribed to that term in Section 3.17.2.1.

"Summer Season" means the Season inclusive of June, July and August.

"Supplier" has the meaning ascribed to that term in the preamble of this Agreement.

"Supplier's Lenders" means any Persons (other than an Affiliate of Supplier) and their permitted successors and assignees (but, for the avoidance of doubt, not any "designee" of Supplier's Lenders for purposes of Article 20), who in the ordinary course of its business, provides debt or tax equity financing for electricity generating facilities and has agreed to provide Financing to Supplier or its Affiliates for the Project.

"Supplier's Required Permits and Approvals" has the meaning ascribed to that term in [redacted]

"Supplier's Required Regulatory Approvals" means the approvals, consents, authorizations or permits of, or filing with, or notification to the Governmental Authorities listed in [redacted].

"Supply Amount" means, with respect to any Contract Year, the amount of Product specified in [redacted] for such Contract Year.

"Synchronization Date" means the first date on which the Project is energized and operates in parallel with the Transmission System and delivers Test Energy to the Delivery Point.

[redacted]

"Tax" or "Taxes" means any and all federal, state, local or foreign income, gross receipts, franchise, estimated, alternative, minimum, add on minimum, sales, use, transfer, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, personal property, escheat, capital stock, intangibles, social security, unemployment, disability, payroll, license, withholding, employee or other tax or levy or similar charge imposed by any Governmental Authority, together with any interest, fine, penalties, or additions to tax in respect of the foregoing.

[redacted]

[redacted]

"Tax Equity Financing" means a transaction or series of transactions involving one (1) or more investors seeking a return that is enhanced by tax credits and/or tax depreciation (each, a "Tax Equity Investor").

"Tax Equity Investor" has the meaning assigned to such term in the definition of "Tax Equity Financing".

"Term" has the meaning ascribed to that term in Article 2.

[redacted]

"Test Energy" means Energy delivered to and purchased by DTE prior to the Commercial Operation Date.

[redacted]

[redacted]

"Transmission Owner" means Michigan Electric Transmission Company, LLC or any successor operator or owner of the Transmission System.

"Transmission System" means the facilities used for the transmission of electric energy in interstate commerce, including any modifications or upgrades made to such facilities, that are controlled by MISO.

[redacted]

"United States Governmental Authority" means a Governmental Authority of the United States federal government.

[redacted]

"Winter Season" means the Season inclusive of December, January, and February.

"Zonal Resource Credit" and "ZRC" have the meaning ascribed to that term in the MISO Tariff.

ARTICLE 2
TERM

This Agreement shall become effective on the Contract Date and remain in full force and effect until the conclusion of the Delivery Term, subject to any early termination provisions and any extension provisions set forth in this Agreement (the "Term"); provided, however, that except for DTE's obligations in Section 3.2, DTE's obligations to pay for or accept any Product are subject to the Project achieving Commercial Operations pursuant to Section 5.4.

ARTICLE 3
SUPPLY OBLIGATIONS

3.1 Purchase and Sale of Product. Subject to the other provisions of this Agreement, during the Delivery Term, Supplier shall supply and deliver to DTE all of the Product produced by or associated with the Project, and DTE will purchase all the Product produced by or associated with the Project at the Contract Rate and in accordance with [redacted] At its sole discretion, DTE may, during the Delivery Term, re-sell or use for another purpose all or a portion of the

Product (excluding Energy), after title and risk of loss thereto has been transferred to DTE, provided that no such re-sale or use shall relieve DTE of any obligations under this Agreement. During the Delivery Term, DTE will have exclusive rights to offer, bid, or otherwise submit the Product, or any component thereof, from the Project for resale in the market, and retain and receive any and all related revenues. Subject to DTE's obligation to purchase Product in accordance with this Section 3.1 and [redacted] DTE has no obligation to purchase from Supplier any Product for which the associated Delivered Amount is not or cannot be delivered to the Delivery Point as a result of an outage of the Project, an event of Force Majeure affecting DTE's ability to receive the Product at the Delivery Point, or Reliability Curtailment. During any period in which a Force Majeure affects DTE's ability to receive the Product at the Delivery Point, Supplier may sell or transfer all or any portion of such Product to any Person.

3.2 Test Energy. During the period commencing on the Synchronization Date and continuing through the start of the first Contract Year, subject to the condition that [redacted]

3.3 Capacity. Supplier shall request Network Resource Interconnection Service in the MISO generator interconnection process, if applicable. As between Supplier and DTE, Supplier shall be responsible for the cost and installation of any and all Network Upgrades associated with obtaining such Network Resource Interconnection Service.

3.3.1 For the duration of the Delivery Term, Supplier grants, pledges, assigns and otherwise commits to DTE all the Capacity Attributes from the Project.

3.3.2 For the duration of the Delivery Term, Supplier shall maintain eligibility for Network Resource Interconnection Service for the Project from MISO.

3.3.3 For the duration of the Delivery Term, Supplier shall take all actions, including complying with all applicable registration and reporting requirements, and execute all documents or instruments necessary to enable DTE to use all of the Capacity Attributes committed by Supplier to DTE pursuant to this Agreement.

3.3.4 For the duration of the Delivery Term, Supplier shall (a) take all actions as may be necessary or reasonably requested by DTE to enable DTE to receive all allowable credit for the full Capacity Value of the Project in each MISO Planning Year during the Delivery Term and (b) represent and warrant that it has not sold any of the

Capacity Attributes to any other Person or committed such Capacity Attributes in any capacity auction except at the direction of DTE.

[redacted]

3.6 DTE's Obligation and Delivery.

3.6.1 Subject to the terms of this Agreement, DTE shall purchase and take delivery of all Energy produced by the Project at the Delivery Point in accordance with the terms of this Agreement. Except as otherwise provided herein, Supplier will be responsible for paying or satisfying when due any costs or charges imposed in connection with the delivery of Energy to the Delivery Point, including without limitation, Electrical Losses and any operation and maintenance charges imposed by the Transmission Owner or MISO directly relating to the Project's operations. DTE shall be responsible for all costs, charges and penalties, if any, imposed in connection with the delivery of Energy at and after the Delivery Point, including without limitation Electrical Losses. Notwithstanding anything in this Agreement to the contrary, DTE shall not be obligated to purchase or accept delivery of Energy from the Project if (a) the Project does not qualify as a Renewable Energy System at the time the Energy is delivered; and (b) DTE does not or will not receive the Renewable Energy Benefits associated with such Energy, as contemplated by this Agreement.

3.6.2 DTE will register as the MISO Market Participant for the Project with MISO and during the Delivery Term will perform all activities required of the MISO Market Participant for the Project under the MISO Tariff. Supplier will take all steps reasonably requested by DTE to assist DTE with regard to (i) registration of DTE as MISO Market Participant for the Project effective as of the date Test Energy deliveries commence and (ii) registration of the Project in the MISO commercial model. Following the expiration or termination of the Delivery Term, Supplier will register again as the Market Participant for the Project with MISO, such registration to be effective upon such expiration or termination, and DTE will take all steps reasonably requested by Supplier to assist Supplier in such registration.

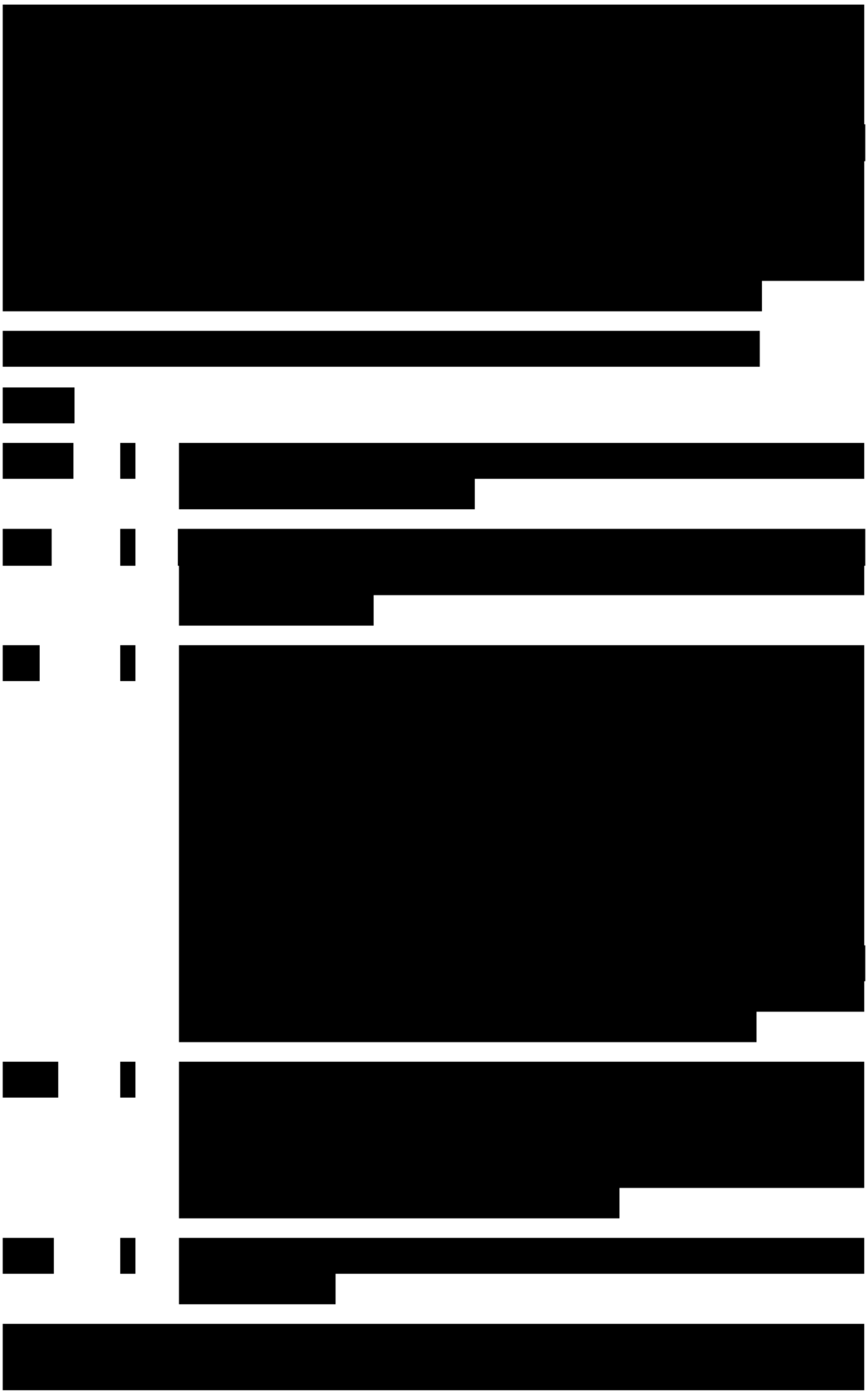
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3.8 Settlements. Except as otherwise provided in this Agreement, DTE is responsible for the settlement with MISO of all Energy purchased by DTE during the Term, including all costs associated therewith, as well as all charges associated with scheduling activities, unless such costs or charges are incurred by DTE as the result of Supplier's failure to perform its obligations under this Agreement or Applicable Law (including the MISO Tariff), or as a result of any inaccurate or incomplete information provided to DTE with respect to the Project.

3.9 Product Payments; Administrative Fee.

3.9.1 Amounts Payable for Product. DTE shall pay to Supplier the Contract Rate for each MWh of the Delivered Amount (as determined by data from monthly readings of the Delivery Point Meter), and

[redacted]







3.11 Delivery of Renewable Energy Credits.

3.11.1 Dedication. All RECs produced by the Project and any benefits derived therefrom are exclusively dedicated to and vested in DTE. Supplier shall deliver to DTE all RECs derived from the production of Energy from the Project. Supplier shall timely prepare and execute all documents and shall take all actions necessary under Applicable Law to cause the RECs delivered to DTE in accordance with this Agreement to vest in DTE, without further compensation, including all actions necessary to register or certify the RECs or the Project with the REC

Administrator, or a substitute applicable Governmental Authority, and to provide all production data and satisfy the reporting requirements of the REC Administrator or a substitute applicable Governmental Authority. Any and all fees, charges or expenses otherwise associated with registering, tracking, qualifying, and transferring RECs and Renewable Energy Benefits associated with this Agreement shall be for the account of Supplier.

3.11.2 Attestation. On or before February 1 of each Contract Year, Supplier, as owner or operator of the Project, shall deliver to DTE a written attestation for the prior Contract Year that the Energy represented in MWh used to certify RECs (a) has not been and will not be sold or otherwise exchanged for compensation or used for credit in Michigan or any other state or jurisdiction; and (b) has not been and will not be included within a blended energy product certified to include a fixed percentage of renewable energy in any other state or jurisdiction as prohibited under Michigan law.

3.12 Renewable Energy Benefits. All Renewable Energy Benefits shall be vested in DTE and Supplier hereby transfers to DTE all Renewable Energy Benefits. In accordance with Good Utility Practice, Supplier shall take or cause to be taken all actions and do or cause to be done all things necessary, proper or advisable or as reasonably requested by DTE to qualify for, and for Supplier or DTE to receive, all available Renewable Energy Benefits and, if received by Supplier, to transfer Renewable Energy Benefits to DTE, without further compensation, including (i) promptly after the Commercial Operation Date, registering the Project as a "renewable energy resource" or "renewable energy system" in MIRECS and (ii) maintaining such registration for the duration of this Agreement. Supplier shall timely execute all documents and shall timely take all actions necessary under Applicable Law to qualify for all available Renewable Energy Benefits and to cause Renewable Energy Benefits to vest in and be delivered to DTE. In the event that, due to a change in Applicable Law after the Contract Date, (i) a Renewable Energy Benefit is created that did not exist on the Contract Date and (ii) DTE requests that Supplier take all steps necessary for DTE to qualify for, and receive, such Renewable Energy Benefit, Supplier shall take such steps and Supplier shall be responsible for the costs for each Renewable Energy Benefit provided for in this provision.

3.13 Ancillary Services.

3.13.1 Delivery. At DTE's request, subject to Section 3.13.3, Supplier will deliver to DTE Ancillary Services at the applicable time and place of delivery, which time and place will be determined in accordance with the MISO Tariff. Supplier agrees to provide and execute any documents or agreements necessary to transfer to DTE any revenue and any other benefits and rights received from third parties by Supplier in providing Ancillary Services. For all periods during which such documents and agreements are not in effect, Supplier agrees to credit to DTE any revenues until an agreement is executed.

3.13.2 Reactive Supply and Voltage Control Filing. DTE will be entitled to all revenues received by the Project for the provision of Reactive Supply and Voltage Control. At DTE's election, Supplier will complete any regulatory filing

necessary to receive such revenues and other benefits and rights, including, but not limited to any regulatory filing related to Supplier's capability to provide Reactive Supply and Voltage Control and to be compensated for such capability.

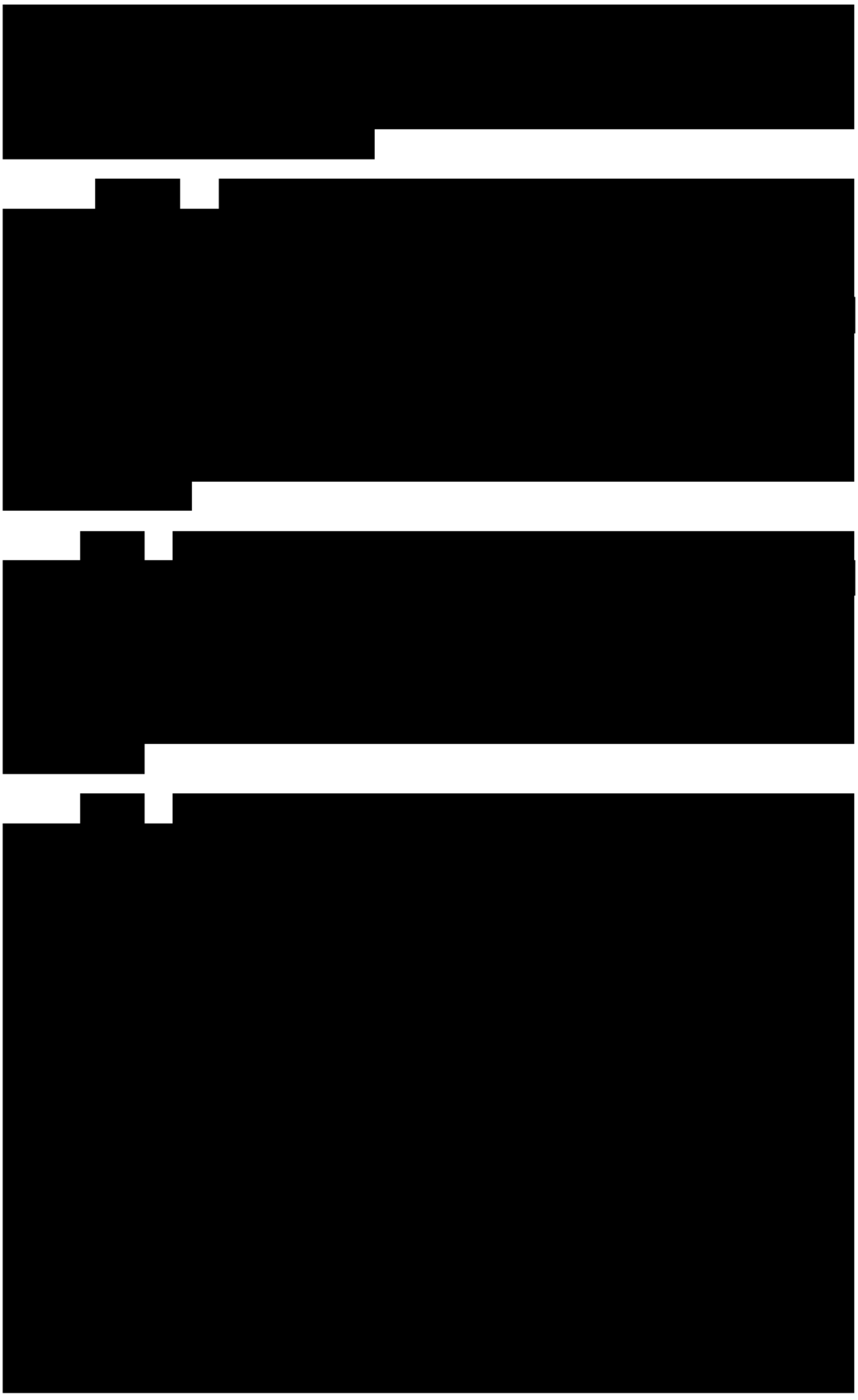
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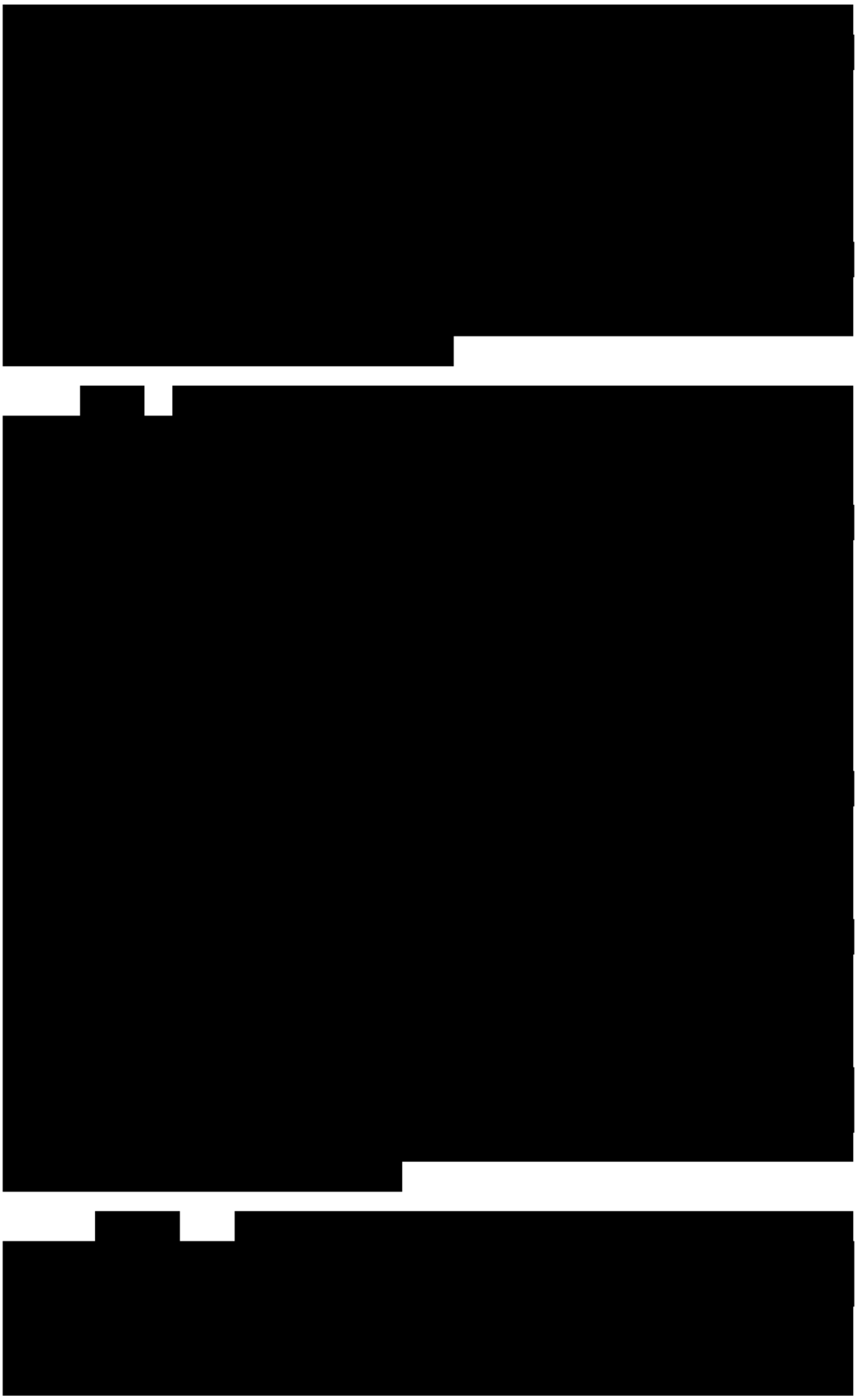
f DTE's election, Supplier will file with FERC a rate schedule for Reactive Supply and Voltage Control from Generation and Other Resources under Schedule 2 of MISO's Tariff, or equivalent filing under any new or successor tariff addressing reactive supply and/or voltage control, to establish a reactive revenue requirement; provided, if the cost or technical data regarding the Project necessary to prepare such filing is not available to Supplier within such [redacted] period despite Supplier's commercially reasonable efforts, the filing may be delayed until such time as the necessary cost or technical data is reasonably available to Supplier. The filing will include the cost-of-service support required by FERC to support a reactive revenue requirement reflecting the Project's full reactive power capability. Supplier will provide DTE the opportunity to review and comment on the draft of the filing to FERC submitting such rate schedule and supporting materials, and will use reasonable efforts to accommodate DTE's comments. Supplier will also provide DTE with monthly updates regarding the status of the proceeding. Supplier will obtain DTE's consent for any settlement of the reactive rate proceeding, with such consent not to be unreasonably withheld.

3.13.3 Limitation on Obligation. Supplier will not be required to provide any Ancillary Services to the extent that providing such Ancillary Services would result in a reduction in the Delivered Amount that Supplier could have delivered if Supplier did not provide such Ancillary Services.

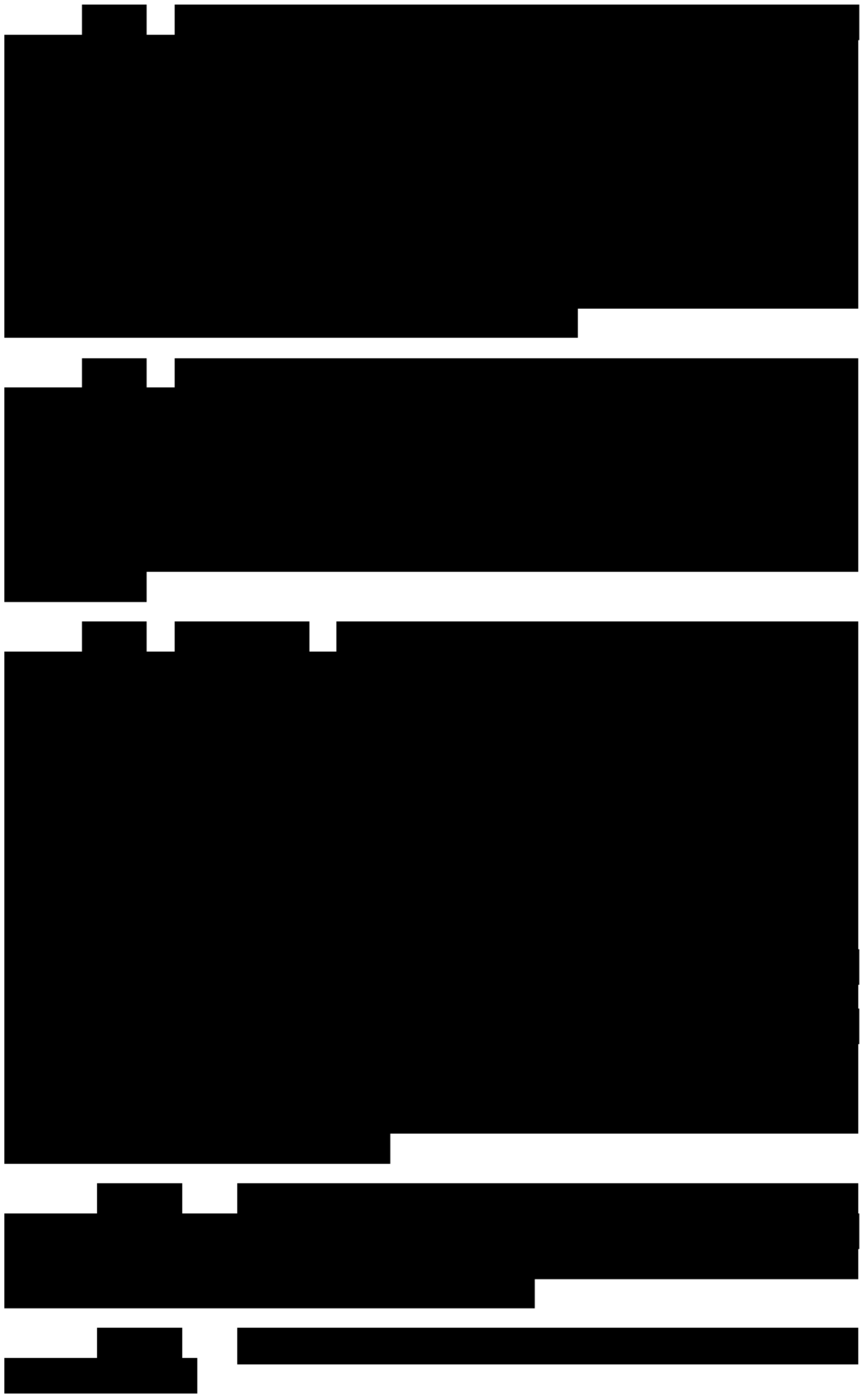
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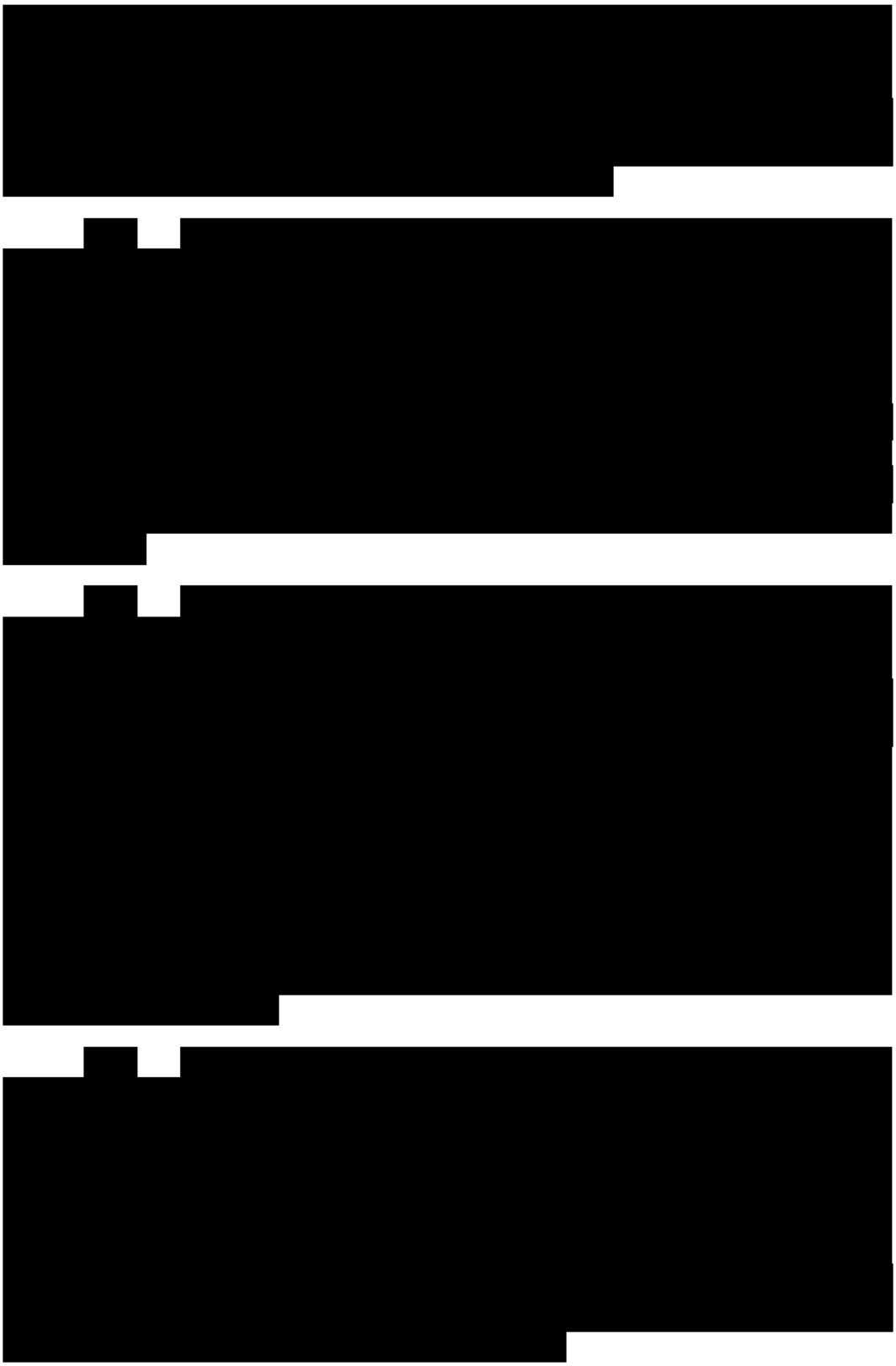














[redacted]

ARTICLE 5
PROJECT CONSTRUCTION, OPERATIONS, AND MODIFICATIONS

5.1 Construction of Project. Supplier is solely responsible for the planning, design, procurement, construction, start-up, testing, and licensing of the Project. Supplier shall construct the Project in accordance with Good Utility Practice and to ensure that (a) Supplier is capable of meeting its supply obligations over the Delivery Term and (b) the Project is at all times in compliance with all requirements imposed on a Renewable Energy System as set forth in the Act. Supplier shall utilize union labor for at least ninety-five percent (95%) of on-Site construction work and provide to DTE documentation reasonably acceptable to DTE of compliance with this obligation no later than the Commercial Operation Date. Attached as [redacted] is the proposed single line diagram of the Project, the Interconnection Facilities, the Delivery Point, and the location of the Meters. On or before the Commercial Operation Date, Supplier shall provide an updated version of [redacted] to reflect the as-built configuration of the Project, Interconnection Facilities, Delivery Point, and Meters. Supplier shall require that, pursuant to Supplier's Equipment Supply Agreement(s) for Equipment and Materials to be incorporated into the Project, each Equipment Supplier shall represent and warrant or provide a covenant substantially to the effect that (i) such Equipment Supplier, its Affiliates, and any vendor or subcontractor of any tier thereof, will not use Forced Labor in connection with any mining, processing, procurement, or manufacturing process related to the Equipment and Materials and components thereof, or otherwise; (ii) the Equipment and Materials (including each of the materials and components thereof) shall be not be mined, processed, procured, or manufactured in the Xinjiang region of the People's Republic of China, or otherwise; (iii) as of their respective manufacturing, the Equipment and Materials (including each of the materials and components thereof) shall be in compliance with all Applicable Laws regarding the use of Forced Labor; and (iv) that all equipment purchased for use in the Project is reasonably expected to clear U.S. Customs without any material impact to Supplier's development and construction schedules.

5.2 Performance of Project Milestones. Without limiting its obligations under any other provision of this Agreement, Supplier shall complete each Key Project Milestone set forth in [redacted] and promptly following completion of each such Key Project Milestone or the completion of any other Project Milestone, shall deliver to DTE such documentation specified in [redacted] together with such additional documentation and supporting evidence reasonably requested by DTE demonstrating the completion of the applicable Project Milestone. Each written certification provided by Supplier pursuant to [redacted] must be executed by a Responsible Officer and be in a form reasonably acceptable to DTE. Supplier shall notify DTE promptly, and in any event within [redacted], following its determination, or its becoming aware of information

that leads to a reasonable conclusion, that any Key Project Milestone or other Project Milestone set forth in [redacted] will not be met by the applicable date designated in the Project Milestone Schedule, and if requested by DTE, shall convene a meeting with DTE to discuss the situation and possible remediation plans not later than [redacted] days following DTE's request.

5.3 Synchronization Date. At least [redacted], but not more than [redacted] prior to the Synchronization Date, Supplier shall provide written notice to DTE's Contract Representative that Supplier is preparing to synchronize the Project to the Transmission System and the date on which such synchronization will occur. At such time that Supplier determines that the requirements for the Synchronization Date set forth in Article 5 have been satisfied, Supplier shall provide DTE with written certification thereof. DTE will have a reasonable period of time to review such evidence and raise any commercially reasonable objections to Supplier's satisfaction of any requirements for the achievement of the Synchronization Date.

5.4 Commercial Operation Date. The Scheduled Commercial Operation Date shall be [redacted]. Supplier shall notify DTE at least [redacted] prior to the commencement of any performance and commissioning tests required by the balance of plant or any other necessary engineering, procurement, and construction agreements entered into by Supplier for the Project (collectively, the "EPC Contracts"); the panel supply agreement entered into by Supplier for the Project (the "MSA"); and the Interconnection Agreement (including the Construction Agreement). DTE has the right to have its representatives present at and witness each such test. At such time that Supplier determines that the requirements for achieving Commercial Operation set forth in [redacted] have been satisfied, Supplier shall provide DTE with a written certificate of a Responsible Officer of Supplier in the form attached as [redacted] representing that such requirements have been satisfied and including the supporting documents set forth in [redacted]; *provided that*, prior to the delivery of such certificate, the Supplier may deliver to DTE such supporting documents on an incremental basis. DTE will have a reasonable period of time to review such evidence and raise any objections to Supplier's satisfaction of any requirements for the achievement of the Commercial Operation Date. Once DTE has received Supplier's written certificate and is satisfied that Supplier has satisfied the requirements for achieving Commercial Operation set forth in [redacted], DTE will confirm the achievement of the Commercial Operation Date by executing the certificate provided by Supplier. If DTE determines that the requirements for Commercial Operation were satisfied concurrently with or prior to its receipt of Supplier's written certification, then the Commercial Operation Date will be the date on which DTE received Supplier's written certification, and if DTE determines that the requirements for Commercial Operation were not so satisfied, the Commercial Operation Date will be the date thereafter on which DTE determines that the final requirement for Commercial Operation was satisfied, as specified by DTE in connection with its execution of Supplier's certificate.

5.5 Development and Construction Updates and Reporting. Supplier shall (a) from the Contract Date through the date that Full NTP occurs, on a [redacted] basis and (b) from the date that Full NTP occurs through the Commercial Operation Date, on a [redacted] basis provide to DTE a report that includes the status in achieving Project Milestones and any other required milestones under the Interconnection Agreement, progress in obtaining any approvals or certificates in connection with achieving Financial Closing, Full NTP and the Commercial Operation Date, and a discussion of any significant development or construction issues and/or foreseeable disruptions

or delays. The [redacted] project reports must be provided by no later than the [redacted] The [redacted] project reports must be provided by no later than the [redacted]. Upon request of DTE, Supplier shall meet with DTE to review this data and any information related to Supplier's status in achieving the Project Milestone activities listed in the Project Milestone Schedule. Beginning on the date that is [redacted], Supplier shall provide the project reports required by this Section 5.5 to DTE at least [redacted] and shall include in such project reports the status in achieving Project Milestones and any other required milestones under the Interconnection Agreement, progress in obtaining any approvals or certificates in connection with achieving Financial Closing, Full NTP and the Commercial Operation Date, and a discussion of any significant development or construction issues and/or foreseeable disruptions or delays.

[redacted]

[redacted]

[redacted]

5.8 Operation and Maintenance.

5.8.1 Power Quality Standards. Supplier shall ensure that all Energy generated by the Project satisfies the Power Quality Standards and all other voltage, power factor, and other interconnection and parallel operating requirements specified in [redacted]. Except as required pursuant to the Interconnection Agreement, Supplier shall not install any power factor correction equipment at the primary voltage level unless DTE has provided its prior written consent to the installation of such equipment.

5.8.2 Operation and Maintenance Obligations. Supplier shall at all times operate, maintain and repair, or, if applicable, shall cause its Operator to operate, maintain and repair, the Project in accordance with Good Utility Practice and, without limiting the foregoing, in order to ensure that (a) Supplier is capable of meeting its supply obligations over the Term; (b) the Project is at all times a Renewable Energy System; and (c) Supplier is at all times in compliance with Applicable Law. In connection with the foregoing, Supplier shall, and as applicable, shall cause the Operator, (i) to maintain records of all operations of the Project in accordance with Good Utility Practice, (ii) to provide to DTE, on request, copies of any operations and maintenance status reports of the Project that Supplier provides to MISO or Supplier's Lenders, (iii) to follow such regulations, directions and procedures of the Transmission Owner, MISO, NERC and any applicable Governmental Authority to protect and prevent the Transmission System from experiencing any negative impacts resulting from the operation of the Project and to otherwise cause the Project to be operated consistent with all applicable NERC, MISO, and Transmission Owner requirements (including applicable requirements under the Interconnection Agreement) and Applicable Law requirements, (iv) use commercially reasonable efforts to prevent, avoid, or mitigate, as applicable, any events or circumstances that could reasonably be expected to cause or result in the photovoltaic modules included in the Project being subjected to shade, including using commercially reasonable efforts to negotiate with adjacent landowners, and (v) to cause all Energy generated by the Project to meet the Power Quality Standards.

5.8.3 Unsafe Conditions; Personnel. If a representative of the Operator or Supplier identifies an unsafe condition at the Site or with respect to the Project at any time during the course of performing any inspection of or maintenance at, or

while otherwise present at, the Site or the Project, Supplier shall, or shall cause the Operator to, promptly provide DTE with notice of such unsafe condition and the actions being taken and to be taken in order to remedy such unsafe condition. Supplier shall, or shall cause the Operator to, promptly implement appropriate hazard protection measures, including by placing appropriate signage, following the identification of any unsafe condition, and shall maintain such hazard protection measures until such time as Supplier or Operator has corrected the unsafe condition. In addition to the foregoing, Supplier shall at all times maintain at the Site and the Project, appropriate warning placards and other signage in accordance with Good Utility Practice. Any unsafe conditions at the Site or the Project may be designated as an Emergency by Supplier. If DTE in its reasonable discretion identifies or determines an unsafe condition at the Site, within [redacted] after receipt of notice from DTE of such determination, the Supplier shall provide DTE with information regarding the actions being taken and to be taken by the Supplier in order to remedy such unsafe condition and shall use commercially reasonable efforts to accommodate reasonable requests of DTE to remedy or mitigate such condition, including, if reasonably appropriate and subject to Applicable Law, denying access to, or expelling from the Site, any personnel provided by Supplier, Operator or their subcontractors causing or contributing to such condition. Supplier shall comply with any prevailing wage and similar requirements that are imposed on work and other services associated with the design and engineering, procurement, permitting, construction, commissioning and operation of the Project by any Governmental Authority, if applicable.

5.8.4 Generator Testing. Supplier shall perform such generator testing of the Project as is necessary or as DTE may reasonably request in order to comply with MISO Tariff or Transmission Owner requirements, as applicable.

5.8.5 NERC Reliability Standards. Supplier shall, and shall cause the Operator to, comply with all current and future NERC Reliability Standards applicable to either or both Generator Owners and Generator Operators, in each case as they pertain to the Project, including critical infrastructure protection standards. In addition, Supplier shall, and shall cause the Operator to, comply with the terms and conditions for remote access and compliance with NERC critical infrastructure protection standard CIP-013 set forth in [redacted]

5.8.6 Operations and Maintenance Plan; Reporting. Following the Commercial Operation Date, Supplier shall:

5.8.6.1 Implement, or cause the Operator to implement, an operations and maintenance plan that includes the status of the Project and each of the Major Components thereof in order to maintain such equipment in accordance with Good Utility Practice (the "Operations and Maintenance Plan"). No later than [redacted] before the Commercial Operation Date, Supplier must provide the Operations and Maintenance Plan and associated budget for the Project for the upcoming Contract Year following the Commercial Operation Date to DTE. To the extent there are any material changes in the Operations and Maintenance Plan or

associated budget thereafter, at least [redacted] prior to the start of each Contract Year, Supplier shall provide DTE with a copy of the Operations and Maintenance Plan and associated budget for the Project for the upcoming Contract Year. The Operations and Maintenance Plan must (i) include Supplier's plan to maintain facilities built on Site to support communications and control using Good Utility Practice, (ii) provide for the physical and cyber security of the Project and its related systems, (iii) establish reasonable health, safety and security procedures, rules and regulations at the Site and require all employees and contractors to abide by such procedures and all health, safety and security laws applicable at the Site, including any federal, state or local protocols, guidelines or Applicable Law related to COVID-19 or other pandemics, (iv) include Supplier's plan to provide vegetative screening and applicable road maintenance in accordance with the requirements of any applicable Governmental Authority and/or Good Utility Practice, (v) include any decommissioning plan required by any applicable Governmental Authority or, if not a specifically required, Good Utility Practice, and (vi) if applicable, be consistent with the requirements of any Financing agreement in place as of such date. Supplier shall keep, or cause the Operator to keep, all records with respect to inspections, maintenance, and repairs of the Project. The Operations and Maintenance Plan and all records associated therewith must be available for inspection by DTE at the Project or at Supplier's offices during Supplier's regular business hours upon reasonable notice.

5.8.6.2 If requested by DTE, on a [redacted] basis provide DTE with a written report in a form reasonably acceptable to DTE containing a detailed description regarding the ongoing operations of the Project during [redacted], including the status of the operations of the Project or any component thereof, any equipment or other operational or maintenance failure, any defects or other issues and any repairs, and any replacements or other remediation provided or to be provided therefor;

5.8.6.3 Provide administrative and periodic reporting, including (a) on a biannual basis, safety records that include, without limitation, Occupational Safety and Health Administration recordable and non-recordable incidents, Site safety meeting information, and other data reasonably requested by DTE; (b) on an annual basis, operational reports on various aspects of the Project, including performance, Capacity Factor, availability, weather, and generation data to confirm that the requirements of this Agreement have been met, which reports shall be in forms reasonably acceptable to DTE; and (c) on an annual basis, quality assurance and quality control activities.

5.8.6.4 Provide written notice to DTE describing in reasonable detail any hazardous conditions that develop with or otherwise exist at the Project, including failure or improper operation of the protective relaying and communications equipment, in each case as soon as is practicable following the occurrence thereof.

5.8.6.5 Provide written notice to DTE describing in reasonable detail any actual or attempted breach or compromise of the physical or cyber security of the Project or its related systems, in each case as soon as is practicable following the occurrence thereof.

5.9 Operation and Maintenance Agreement. Supplier shall enter into one or more operations and maintenance agreements for the Project no event later than [redacted] prior to the Commercial Operation Date. Supplier shall ensure that such agreement(s) requires the applicable Operator(s) to operate and maintain the Project in accordance with the terms hereof. No later than [redacted] prior to the Commercial Operation Date, Supplier shall also provide DTE (a) a written certification executed by a Responsible Officer of Supplier certifying that the operations and maintenance agreement(s) for the Project has been entered into, is in full force and effect, and is in form and substance such that it allows Supplier to comply with all of its obligations under this Agreement, and (b) a certified copy of a certificate warranting that each applicable Operator is a corporation, limited liability company or partnership in good standing with, and qualified to business in, the State of Michigan.

5.10 Project Contracts.

5.10.1 Procurement and Major Contracts.

5.10.1.1 No later than [redacted] prior to the Planned Synchronization Date, Supplier shall deliver to DTE a written certification executed by a Responsible Officer of Supplier certifying that the following Major Contracts pertaining to the development of the Project and the ability of Supplier to deliver Energy to DTE at the Delivery Point have been entered into, are in full force and effect, and are in form and substance such that they allow Supplier to comply with all of its obligations under this Agreement (including completing the Project Milestones in accordance with the Project Milestone Schedule): real property contracts covering the entire Site, including easement, crossing, and other agreements necessary for the interconnection of the Project.

[redacted]

[redacted]

5.10.2 Vendors. Prior to the execution of any Specified Major Contract, Supplier shall provide DTE reasonably acceptable evidence that Supplier has selected financially responsible vendors and contractors for such Specified Major Contract as part of the Project contracting process.

5.10.3 Documentation of Financial Capability. Upon demand made by DTE at any time, Supplier shall provide DTE with documentation reasonably acceptable to DTE evidencing that Supplier has the financial capability to construct and operate the Project in accordance with the requirements of this Agreement and the Major Contracts.

5.11 Site Access. In addition to, but without limiting, any rights of access to the Project and the Site granted under any site access or other agreement between Supplier and DTE, whether in its capacity as DTE or otherwise, DTE has the right to access the Site and the Project during normal business hours and upon reasonable advance notice for the purpose of performing such inspections of the Site and the Project as DTE may reasonably determine are appropriate in connection with the performance of this Agreement. In furtherance of the foregoing, Supplier shall at its own expense take such actions as are necessary to maintain continuous safe access to the Site and the Project, including performing snow removal; providing off-road parking facilities; performing applicable maintenance necessary to maintain safe access roads, gates, and parking facilities; and taking such other actions as are necessary for DTE and its representatives to have safe access to the Site. DTE shall cause its representatives to observe while at the Site, such reasonable environmental, health, and safety precautions and policies as Supplier may require and that have been communicated to DTE and the applicable representatives.

ARTICLE 6
REVENUE METERING REQUIREMENTS

6.1 Meters. Supplier will provide, install, own, operate, calibrate and maintain all Meters, including power quality, billing, and station power meter, except as otherwise required by the Interconnection Agreement. Supplier shall install Schneider Electric ION8650A/9000 metering for measurement of delivered power for DTE's use. Supplier will have the right to install, own, operate, and maintain additional Meters as may be permitted pursuant to the terms of the Interconnection Agreement. The Meters will be used for quantity measurements under this Agreement and must meet all applicable requirements of MISO, the Transmission Owner, and any Relevant Electric Retail Regulatory Authorities (as such term is defined in the MISO Tariff), as applicable. In addition to the above, Supplier will install such additional metering and measurement equipment, and make such changes to any metering and measurement equipment, at

the Project, in each case as necessary or appropriate in connection with this Agreement including equipment for measuring insolation at the Site for purposes of calculating the [redacted] Supplier shall install digital circuits as are necessary for DTE to monitor the Site and access the Meter to determine the amount of Energy and Ancillary Services delivered to the Delivery Point, including digital circuits required for collecting interval meter data by DTE's billing metering system. DTE will act as or otherwise designate a Meter Data Management Agent (as defined in the MISO Tariff) for the Project.

6.2 Location. Meters will be installed at the locations depicted in [redacted]. If the Meters are located on the low voltage side of the transformer(s), metered values may be adjusted to account for actual transformer losses in accordance with the manufacturer's specifications if such losses are not metered. In addition, if Meters are not located at the Delivery Point, then for purposes of calculating the Delivered Amount, metered values will be adjusted to account for losses, as commercially reasonably calculated by Supplier's engineer of record, between the location of the Meters and the Delivery Point.

6.3 Non-Interference. Neither Party shall undertake any action that may interfere with the operation of the Meters. A Party shall be liable for all costs, expenses, and liabilities associated with any such interference with the Meters by such Party.

6.4 Metering Costs. Supplier is responsible for all costs and expenses associated with the installation, testing, maintenance, and operation of the Meters and other equipment installed by Supplier at the Project, including costs associated with data communication and revenue meter data collection.

6.5 Meter Testing and Metering Accuracy. Supplier is responsible for testing of the Meters. On the [redacted] of each Contract Year, and upon DTE's reasonable request, Supplier shall provide to DTE a meter test certificate for each Meter that specifies the following information: the Meter's serial number, the date of each test of the Meter in the preceding Contract Year, the tested accuracy of the Meter during each such test, whether the Meter passed or failed each such test, and the name of the technician administering each such test. If the Meters are registering but their accuracy is outside the limits established in ANSI C12.1-2022, Supplier will repair and recalibrate or replace the Meters, and will adjust payments to Supplier for the Delivered Amount for the lesser of the period in which the inaccuracy existed or [redacted]. If the period in which the inaccuracy existed cannot be determined, adjusted payments shall be made for a period equal to one-half of the elapsed time since the latest prior test and calibration of the Meters; except that the adjustment period may not exceed [redacted]. If adjusted payments are required, payments will be based upon the Parties' best estimate of the Delivered Amount and agreed upon within [redacted] after the date on which the inaccuracy was rectified. In such event, the Parties' adjusted payments will be in full satisfaction of payments due hereunder. If the Parties cannot agree on a best estimate of the Delivered Amount, the Dispute shall be resolved in accordance with Article 24.

6.6 Failed Meters. If the Meters fail to register, payments due to Supplier for Energy will be based upon Supplier's good-faith, commercially reasonable estimate of the Delivered Amount for the lesser of the period in which the inaccuracy existed and [redacted]. If the period in which the inaccuracy existed cannot be determined, adjusted payments will be made for

a period equal to one-half of the elapsed time since the latest prior test, except that the adjustment period may not exceed [redacted]. In such event, the Parties' estimated payments will be in full satisfaction of payments due hereunder.

ARTICLE 7
EMERGENCY AND CURTAILMENT

[redacted]



ARTICLE 8
PLANNED AND FORCED OUTAGES

8.1 Planned Outages. Starting at least [redacted] prior to the Commercial Operation Date, Supplier shall provide to DTE a written schedule of Planned Outages (including maintenance outages) for the [redacted], and shall thereafter on a [redacted] basis provide DTE with an updated schedule for the upcoming [redacted] period. The schedule provided by Supplier must be in the format requested by DTE and must include a reasonable description of each proposed Planned Outage, including its anticipated duration, the portion of the Project affected, the purpose of such Planned Outage, and such other information as DTE may reasonably request. Supplier shall provide DTE with reasonable advance notice of any change in the Planned Outage schedule or a change in the start date or the end date of any Planned Outage. DTE has the right to direct that Supplier modify to the dates or duration (or both) of any Planned Outage with respect to the Project, and Supplier shall use commercially reasonable efforts to accommodate any such modification. Supplier shall input Planned Outages to DTE's electronic scheduling system or by such other system as DTE may direct. Supplier shall not modify the Planned Outage schedule without DTE's prior approval. Supplier shall not start any Planned Outage at the Project without providing notice to DTE's Operating Representative [redacted] prior to the start of such Planned Outage.

8.2 Mitigation. Supplier shall use commercially reasonable efforts to minimize the impact of any Planned Outage, including by scheduling any such Planned Outage during non-

Daylight Hours (if practicable) and by minimizing the portion of the Installed Capacity of the Project subject to a Planned Outage at any time, and unless required in order to comply with any warranty applicable to the Project, Supplier shall not schedule a Planned Outage during the months of June through September.

8.3 Forced Outage. Supplier shall promptly, and in any event within [redacted] following the occurrence thereof, provide DTE's Operating Representative with notice of any Forced Outage, including the amount of the Installed Capacity of the Project that is not available because of such Forced Outage and the expected return date and time of such Installed Capacity. Supplier shall also update DTE's scheduling system to report such Forced Outage within [redacted] following the occurrence thereof. Supplier shall update such report as necessary to advise DTE of changed circumstances, and with respect to any continuing or anticipated Forced Outages, by no later than 5:00 am EPT through DTE's electronic scheduling system (or such other system as DTE may direct) for the next [redacted].

8.4 Forecasts. Supplier will provide the following periodic non-binding forecasts to DTE in accordance with the procedures established by DTE for the submission thereof, as may be modified by DTE from time to time. All forecasts provided by Supplier in accordance with this Section 8.4 must be prepared by Supplier consistent with and based upon the solar insolation reasonably forecasted by Supplier, the Project's availability reasonably forecasted by Supplier, and the Delivered Amount during the most recently ended Dispatch Interval (as defined in the MISO Tariff), each during the relevant period.

(a) (i) No later than [redacted] after a request from DTE, Supplier will provide to DTE a forecast of the Project's availability and Delivered Amount for each hour of the following Contract Year in a form reasonably acceptable to DTE; and (ii) no later than [redacted] after a request from DTE, Supplier will provide to DTE a forecast of the Project's availability and Delivered Amount for each hour of the following calendar month in a form reasonably acceptable to DTE;

(b) No later than 7:00:00 am EPT on each day "N", a day-ahead forecast of the Project's availability during each and every Day-Ahead Settlement Interval of the period beginning at 12:00:00 am EPT on day N+1 and ending at 11:59:59 p.m. EPT on day N+7 (or such other deadline, starting time, and/or ending time as mutually agreed by the Parties in order to comply with the then-applicable MISO Tariff). As an example, if such forecast were provided no later than 7:00:00 a.m. EPT on Monday, it would cover the period beginning at 12:00:00 a.m. EPT on Tuesday and ending at 11:59:59 p.m. EPT on the following Monday.

(c) To the extent the Project's forecasted availability has changed since delivery of the forecast described in Section 8.4(b), no later than the start of each Dispatch Interval "X", a real-time forecast of the Project's availability during each and every Dispatch Interval during the period beginning at the start of Dispatch Interval X+2 and ending at the end of Dispatch Interval X+13 (or such other deadline, starting time, and/or ending time as mutually agreed by the Parties in order to comply with the then-applicable MISO Tariff). As an example, if such forecast were provided no later than 3:00:00 p.m. EPT on Monday, it would cover the period beginning at 3:10:00 p.m. EPT on Monday and ending at 4:05:00 p.m. EPT on the following Monday; and

(d) All such other forecasts of the Project's availability and/or [redacted] as may be reasonably requested by DTE from time to time.

ARTICLE 9
DATA COMMUNICATION AND TECHNOLOGY REQUIREMENTS

9.1 Equipment. At least [redacted] prior to the Synchronization Date, Supplier shall, at its expense, install (and shall thereafter maintain) all necessary equipment to allow the Project to receive and respond, to DNP3 protocol signals sent by DTE's SCADA System and in compliance with DNP3 Application Note AN2013-001 (DNP3 Profile for Advanced PV Generation and Storage). Supplier shall make all necessary repairs or replacements within [redacted] after receipt of notice from DTE of any (i) inoperable telecommunications path; (ii) inoperable software; or (iii) faulty instrumentation. In the event that Supplier reasonably determines that such repair is expected to take longer than [redacted] to complete, Supplier shall provide DTE with notice of such delay, including the reason for the delay and an estimated completion time. DTE has the right to direct Supplier to curtail the output of the Project during any period with respect to which the Project is unable to either or both receive or respond to controls consistent with DNP3 commands sent by DTE's SCADA system.

9.2 External Communications Interface. Out real and reactive energy totalization shall be performed using DNP3's standard analog input data type, with roll-overs occurring at 10,000 MWh/MVarh, with 3 decimal digits of precision utilizing 32-bit data types. Setpoint control shall be provided with a granularity at least as fine as 0.1MW (100kW) using standard analog output control. A DNP3 control relay output block binary output point shall be made available, which when asserted indicates the unit is expected to follow the corresponding analog output MW magnitude. This digital output point shall be referred to as a "curtailment flag". All Projects shall utilize industry-standard ethernet for the ECI using copper or fiber-optics media.

ARTICLE 10
REPORTS AND OTHER COMMUNICATIONS

10.1 Generator Availability Data System (GADS) Performance Data. Supplier shall collect performance and event data associated with the Project and shall report such data to DTE upon DTE's request.

10.2 Operations Log. Without duplication of the requirements of Section 5.8.6.2, Supplier shall maintain an operations log, which must include the Delivered Amount for each hour, Forced Outages and Planned Outages, circuit breaker trip operations, partial deratings of equipment, and any other significant event or information related to the operation of the Project. The operations log must be available for inspection by DTE at the Project upon reasonable advance request, and Supplier shall make the data that supports the log available on a real time basis by remote access to DTE, if DTE acquires the necessary equipment and software license to process the data by remote access.

10.3 Reserved.

10.4 Financial Information.

10.4.1 Quarterly and Annual Delivery. During the Term:

10.4.1.1 As soon as available and in any event within [redacted] after the end of each of the three (3) quarterly fiscal periods of each fiscal year of Supplier, Supplier shall provide DTE with unaudited consolidated financial statements for the relevant period, prepared in accordance with generally accepted accounting principles in the United States of America.

10.4.1.2 As soon as available and in any event within [redacted] after the end of each fiscal year of Supplier, Supplier shall provide to DTE with audited consolidated financial statements for the relevant period prepared in accordance with generally accepted accounting principles in the United States of America.

10.4.2 Access to Additional Financial Information. The Parties agree that generally accepted accounting principles and SEC rules require DTE to evaluate if DTE must consolidate Supplier's financial information with its own. DTE will require access to Supplier's financial records and personnel to determine if consolidated financial reporting is required. If DTE determines that consolidation is required, then, notwithstanding anything to the contrary set forth in Section 10.4.1, Supplier shall provide the following reasonably promptly [redacted]:

[redacted]

10.5 Data Required by MISO. On and after the Commercial Operation Date, Supplier will provide to MISO and DTE all operating data and telemetry inputs required to be provided from solar powered generating facilities under the MISO Tariff.

ARTICLE 11
COMPLIANCE

11.1 Compliance with Laws. Each Party shall comply with all Applicable Law and shall, at its sole cost and expense, maintain in full force and effect all relevant permits, authorizations, licenses and other authorizations material to the maintenance of its facilities and the performance

of obligations under this Agreement. Each Party and its representative shall comply with all relevant requirements of the Transmission Owner and each Governmental Authority to ensure the safety of its employees and the public.

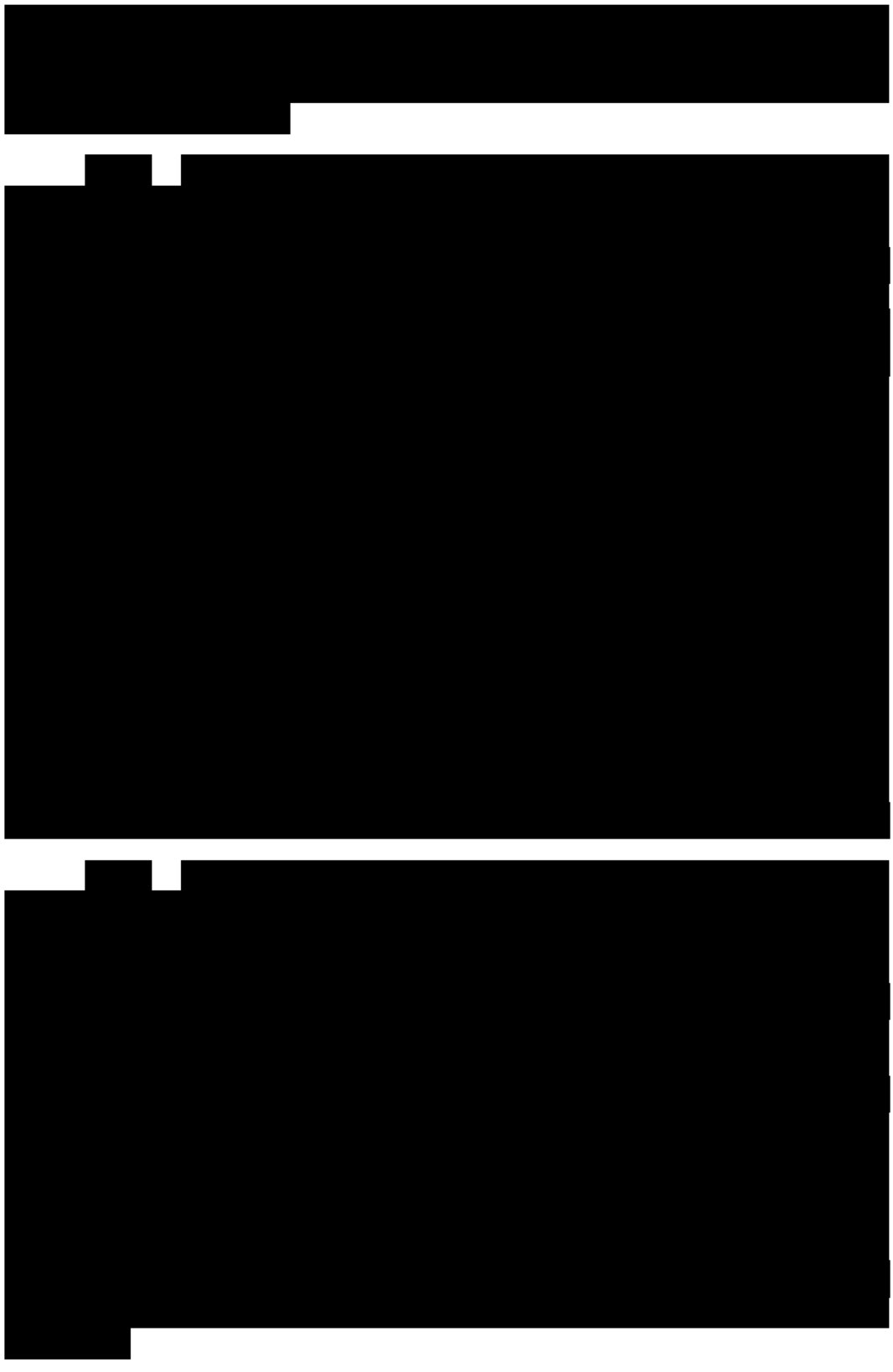
11.2 Good Utility Practice. DTE and Supplier shall perform, or cause to be performed, their obligations under this Agreement in all material respects in accordance with Good Utility Practice.

11.3 Copies of Communications. Supplier shall promptly provide DTE with copies of any orders, decrees, letters or other written communications to or from any Governmental Authority that are not delivered in the ordinary course of business, that require preservation of materials, documents, or information, or that ask questions, make assertions, or otherwise indicate that Supplier or its Project may be in violation of laws that relate to Supplier or the operation or maintenance of the Project and could have an adverse effect on DTE. Supplier shall keep DTE apprised of the status of any such matters in a timely manner.

ARTICLE 12
APPROVALS

12.1 Condition Precedent. Unless DTE waives its right to terminate this Agreement pursuant to [redacted], each Party's performance of its respective obligations under this Agreement is subject to DTE obtaining the MPSC approval as described in [redacted]





[redacted]

ARTICLE 13
CREDITWORTHINESS AND SECURITY

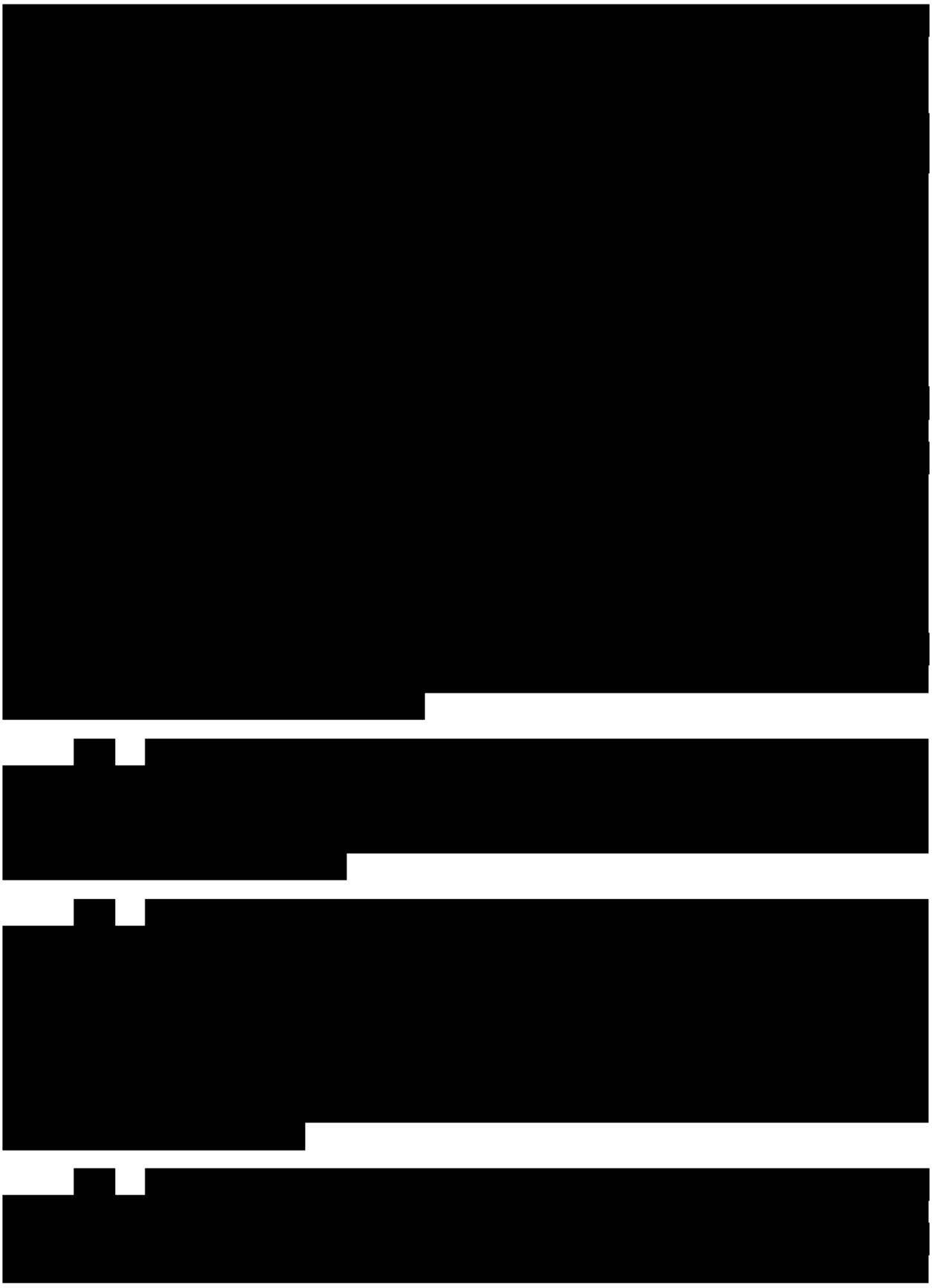
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ARTICLE 14
RIGHT OF FIRST OFFER; PURCHASE OPTION

[redacted]

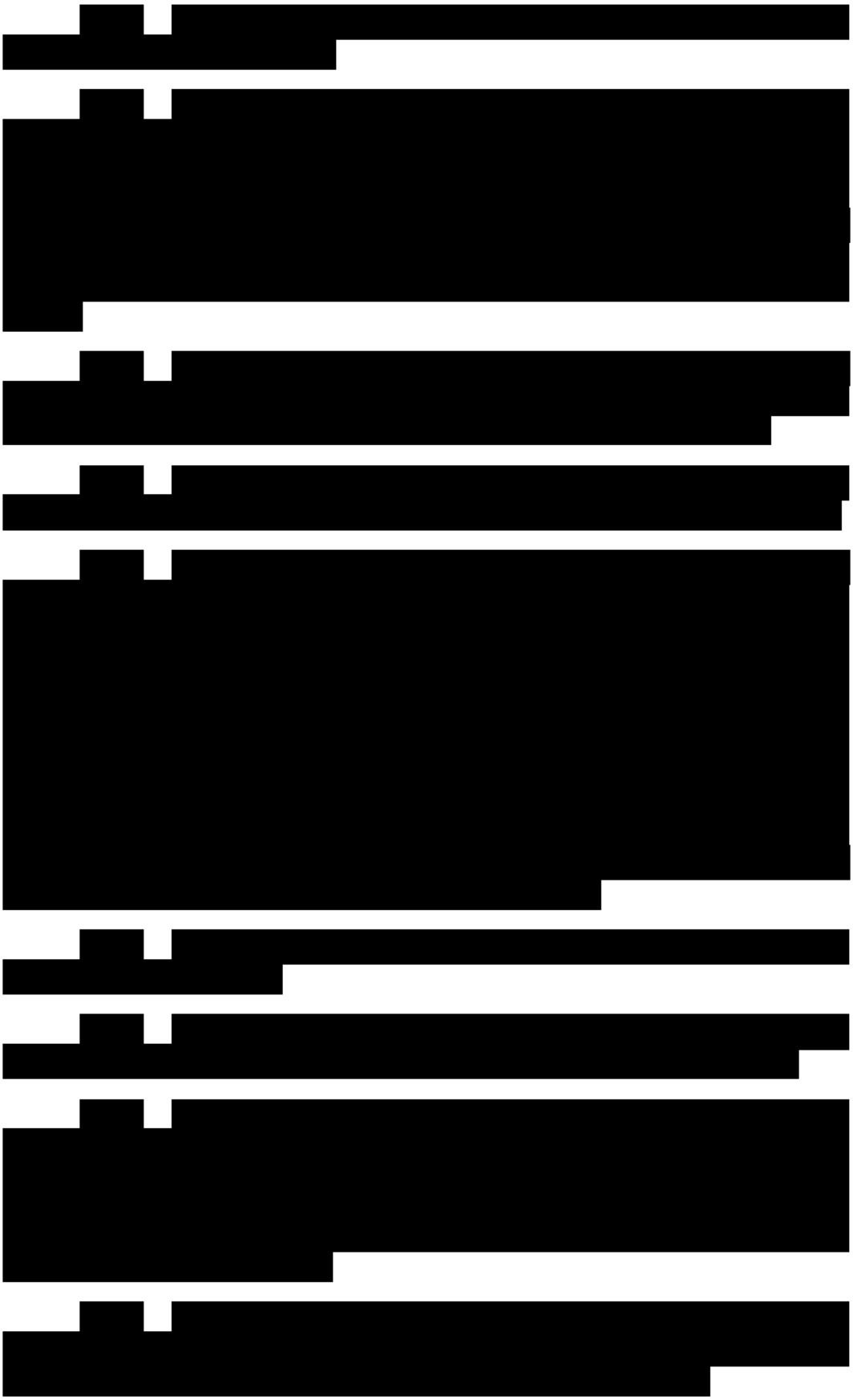




[redacted]

ARTICLE 15
FORCE MAJEURE

[redacted]





[redacted]

ARTICLE 16
INSURANCE

[redacted]



[redacted]

ARTICLE 17
INDEMNIFICATION

[redacted]



[redacted]

ARTICLE 18
DEFAULT AND REMEDIES; TERMINATION

[redacted]

[redacted]





ARTICLE 19
NON-DISCLOSURE OF INFORMATION

19.1 Confidential Information. Except as set forth in this Section 19.1, each of DTE and Supplier shall hold in confidence all information supplied to it by the other Party under the terms of this Agreement that is marked or otherwise indicated or reasonably understood by its nature to be confidential ("Confidential Information"). Each Party shall inform its Affiliates, subcontractors,

suppliers, vendors, and employees of its obligations under this Section 19.1 and require such Persons to adhere to the provisions hereof. Notwithstanding the foregoing, DTE and Supplier may disclose the following categories of information or any combination thereof:

19.1.1.1 information which was in the public domain or publicly available prior to receipt thereof by such Party or which subsequently becomes part of the public domain or publicly available by publication or otherwise except by a wrongful act of such Party;

19.1.1.2 information that such Party can show was lawfully in its possession prior to receipt thereof from the other Party through no breach of any confidentiality obligation;

19.1.1.3 information received by such Party from a third party having no obligation of confidentiality with respect thereto; or

19.1.1.4 information at any time developed independently by such Party providing it is not developed from otherwise Confidential Information.

19.2 No Release. The Parties each acknowledge and agree that the terms of this Agreement shall constitute Confidential Information of the other Party. Neither Party shall release, distribute or disseminate any Confidential Information for publication concerning this Agreement or the participation of the other Party in the transactions contemplated hereby without the prior written consent of the other Party.

19.3 Permitted Disclosures. Either Party may disclose Confidential Information pursuant to and in conformity with a judicial order, in connection with any legal proceedings under Article 24, and as required to be disclosed under securities laws or stock exchange regulations applicable to publicly traded companies and their subsidiaries; provided, however, that except in the case of legal proceedings between the Parties, the Party seeking disclosure informs the other Party of the need for such disclosure and, if reasonably requested by the other Party, seeks, through a protective order or other appropriate mechanism, to maintain the confidentiality of Confidential Information.

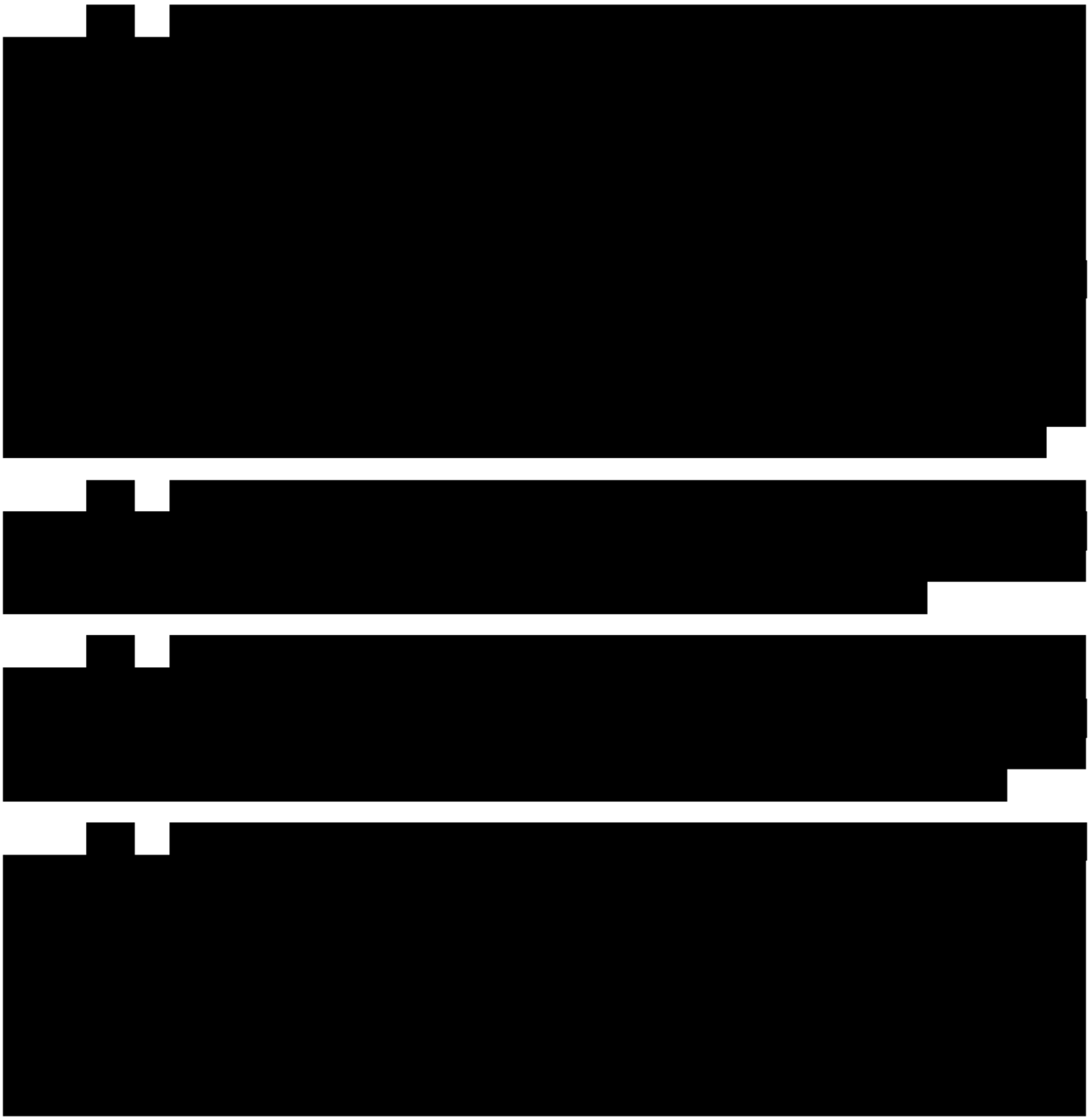
19.4 Supplier Permitted Disclosures. In addition, Supplier may disclose Confidential Information to any financial institutions expressing interest in providing debt or equity financing or refinancing or other credit support to Supplier for the engineering, procurement, and construction of the Project and the agent or trustee of any of them; provided, however, that such disclosures shall be subject to the agreement of such Persons to keep such information confidential pursuant to the terms of this Article 19.

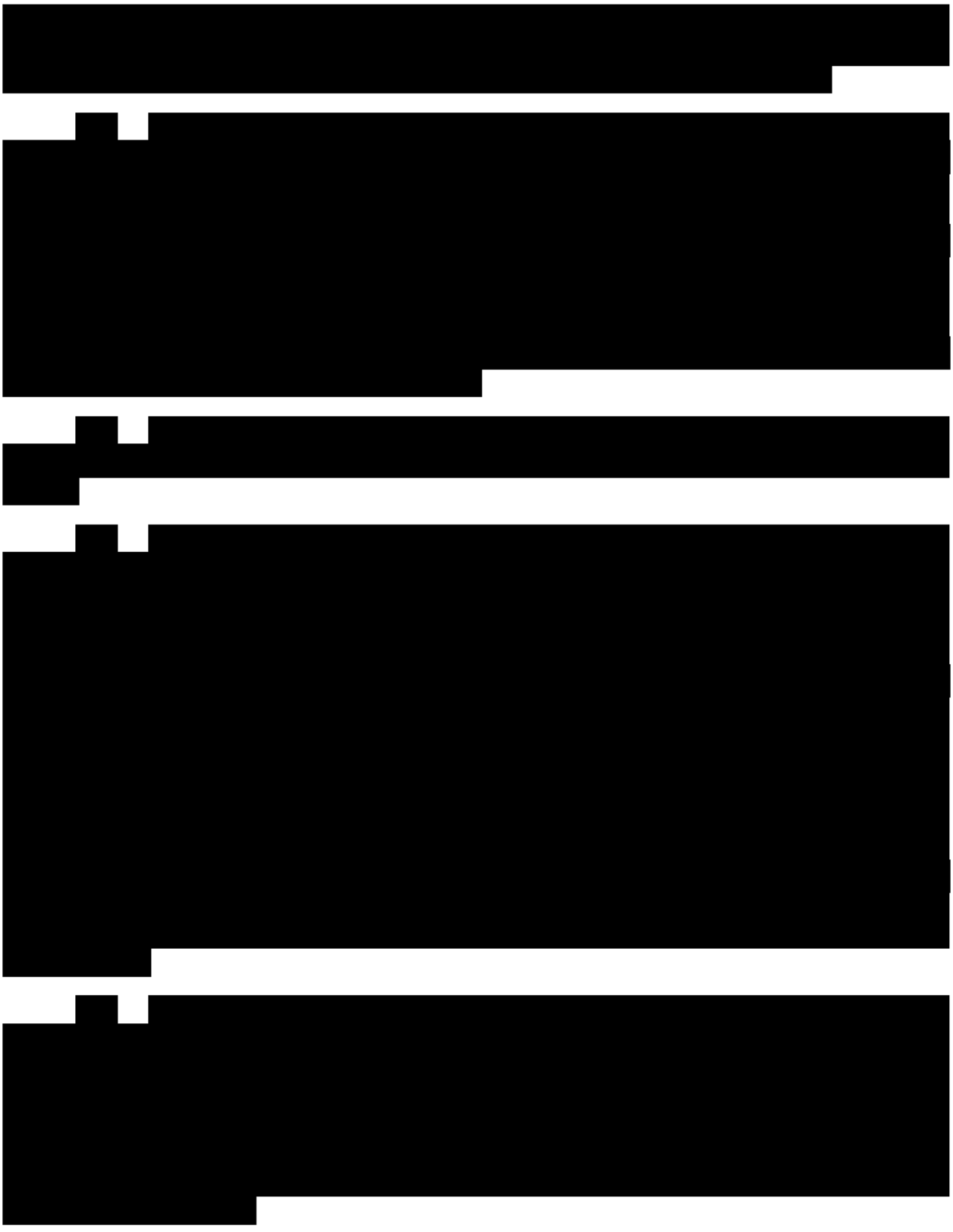
19.5 DTE Permitted Disclosures. DTE may disclose Confidential Information to the MPSC to the extent required for the approval by the MPSC of this Agreement and the transactions related thereto and to FERC in connection with any filings or supplemental information requested by or required to be provided to FERC or the MPSC; provided that DTE shall cooperate reasonably with Supplier in its efforts to limit the scope of, and/or to obtain protective treatment for, such Confidential Information required to be disclosed.

19.6 Effectiveness. The confidentiality provisions set forth in Section 19.1 through Section 19.5 shall be effective for a period of five (5) years after (y) Commercial Operation or (z) the earlier termination of this Agreement.

19.7 Public Announcements. Neither Party shall issue any public announcement or other statement with respect to this Agreement or the transactions contemplated hereby, without the prior consent of the other Party, unless required by Applicable Law or order of a court of competent jurisdiction.

ARTICLE 20
ASSIGNMENT





ARTICLE 21
INDEPENDENT CONTRACTOR

21.1 Independent Developer. Supplier is an independent contractor, and nothing contained herein shall be construed as constituting any relationship with DTE, other than that of owner or independent contractor or between DTE and any employee or subcontractor of Supplier. Neither Supplier nor any of its employees shall be deemed to be employees of DTE.

21.2 Supplier's Responsibilities for its Employees. Subject to the provisions of this Agreement, Supplier shall have sole authority and responsibility to employ, discharge and otherwise control its employees and shall have complete and sole responsibility as a principal for its agents, subcontractors, and all other hires to perform or assist in performing its obligations under this Agreement.

ARTICLE 22
REPRESENTATIONS AND WARRANTIES

22.1 Supplier Representations and Warranties. Except as specifically set forth in this Section 22.1, Supplier represents and warrants to DTE that as of the Contract Date, the date of achievement for each Project Milestone and the beginning of each Contract Year, as applicable:

22.1.1 Organization. Supplier is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to own, lease and/or operate its properties and to carry on its business as is now being conducted. Supplier is duly qualified or licensed to do business as a limited liability company and is in good standing in Michigan and in each other jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be so duly qualified or licensed and in good standing would not have a Material Adverse Effect.

22.1.2 No Violation of Law; Litigation. Supplier is not in violation of any Applicable Law, or judgment entered by any Governmental Authority which violations, individually or in the aggregate, would materially affect its performance of any obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Authority, now pending or threatened in writing against Supplier, which, if adversely determined, could reasonably be expected to have a Material Adverse Effect.

22.1.3 No Breach.

22.1.3.1 None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, or compliance with the terms and provisions hereof, shall contravene or result in a breach of, or require any consent under, the governing documents of Supplier, or any Applicable Law or regulation, order, writ, injunction or decree of any court, any material agreement or instrument to which Supplier is a party or by which it is bound or to which it or its

properties are subject, or constitute a default under any such agreement or instrument.

22.1.3.2 None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, or compliance with the terms and provisions hereof, shall violate, conflict with or result in a breach of, cause a default under, result in the loss by Supplier of any material rights or benefits under, create in any party the right to accelerate, terminate, suspend, revoke, modify or cancel, require any notice, filing or consent or give rise to any preferential purchase or similar right under any material agreement to which Supplier is a party or by which Supplier is bound. Supplier has performed in all material respects all of the obligations under this Agreement that are required to have been performed prior to or on the date this representation is made.

22.1.4 Corporate Action. Supplier has all necessary power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated herein; the execution, delivery and performance by Supplier of this Agreement in accordance with and subject to the terms and conditions of this Agreement, in each case, have been duly authorized by all necessary limited liability company action on its part; and, this Agreement has been duly and validly executed and delivered by Supplier and constitutes the legal, valid and binding obligation of Supplier enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles.

22.1.5 Consents. The execution, delivery and performance by Supplier of the Agreement do not require any consent of any party to the organizational documents of Supplier or its Affiliates, except such as have been obtained or effected on or before the Contract Date.

22.1.6 Brokers and Finders. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried out by Supplier directly with DTE without the intervention of any Person on behalf of Supplier that would give rise to any valid claim by any Person against Supplier or DTE for a finder's fee, brokerage commission or similar payment. Neither Supplier nor any Affiliate thereof has incurred any liability or obligation to pay fees or commissions to any broker, finder or agent, with respect to the transactions contemplated in this Agreement, for which DTE shall be liable.

22.1.7 Permits, Authorizations, Licenses, Grants, etc. Supplier, or an Affiliate thereof, has applied or will apply for or, if then required has received, the consents, permits, approvals, authorizations, licenses and grants listed in [redacted], and no other consents, permits, approvals, authorizations, licenses or grants, etc. are required by Supplier to construct and operate the Project and fulfill Supplier's obligations under this Agreement.

22.1.8 Title. Supplier owns all Product attributable to the Project and has the right to sell such Product to DTE. Supplier will convey good title to the Product to DTE free and clear of any liens or other encumbrances or title defects, including any which would affect DTE's ownership of any portion of such Product or prevent the subsequent transfer of any portion of such Product by DTE to a third-party.

22.1.9 Availability of Funds. As of the Financial Closing Date, Supplier shall have sufficient funds available to it to perform all obligations under this Agreement and to consummate the obligations contemplated pursuant thereto, including as are necessary to develop, construct, operate, and maintain the Project.

22.1.10 Certification. The Project qualifies or will qualify as of the Commercial Operation Date and throughout the Delivery Term as a Renewable Energy System and Supplier has been and is in compliance with all requirements set forth in the Act.

22.1.11 Project Site. Supplier either (a) owns the real property on which the Project is located or (b) has obtained the necessary rights to construct, own and operate the Project on such real property, throughout the Term.

22.1.12 Supply Amount. The sum of the Supply Amount set forth in [redacted] with respect to each applicable Contract Year is at least equal to the amount designated as the [redacted] exceedance probability value for the Project, as will be specified in the most recent solar resource report for the Project prepared by AWS Truepower, DNV GL, Leidos, or other leading solar resource consultant reasonably acceptable to DTE.

22.2 DTE Representations and Warranties. Except as specifically set forth in this Section 22.2 DTE represents and warrants to Supplier that as of the Contract Date and the beginning of each Contract Year, as applicable:

22.2.1 Organization. It is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan, and is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure to so qualify would reasonably be expected to materially impair the ability of DTE to perform its obligations under this Agreement.

22.2.2 No Violation of Law; Litigation. It is not in violation of any Applicable Law or judgment entered by any Governmental Authority, which violations, individually or in the aggregate, would materially and adversely affect its performance of any obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Authority, now pending or to the knowledge of DTE threatened against DTE which, if adversely determined, would reasonably be expected to materially impair the ability of DTE to perform its obligations under this Agreement.

22.2.3 No Breach.

22.2.3.1 None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, or compliance with the terms and provisions hereof and thereof, contravenes or will result in a breach of, or require any consent under, the governing documents of DTE, or any Applicable Law or regulation, order, writ, injunction or decree of any court.

22.2.3.2 None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, or compliance with the terms and provisions hereof, shall violate, conflict with or result in a breach of, cause a default under, result in the loss by DTE of any material rights or benefits under, create in any party the right to accelerate, terminate, suspend, revoke, modify or cancel, require any notice, filing or consent or give rise to any preferential purchase or similar right under any material agreement to which DTE is a party or by which DTE is bound.

22.2.4 Corporate Action. It has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance by DTE of this Agreement have been duly authorized by all necessary action on its part; and, this Agreement has been duly and validly executed and delivered by DTE and constitutes the legal, valid and binding obligation of DTE enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles.

22.2.5 Consents. The execution, delivery and performance by DTE of the Agreement do not require any consent of any party to the Organizational Documents of DTE or its Affiliates, except such as have been obtained or effected on or before the Contract Date.

22.2.6 Brokers and Finders. Neither DTE nor any Affiliate thereof has incurred any liability or obligation to pay fees or commissions to any broker, finder or agent, with respect to the transactions contemplated in this Agreement, for which Supplier shall be liable.

ARTICLE 23
NOTICES AND COMMUNICATIONS

23.1 Notices. As used in this Agreement, "notice" includes the communication of a notice, a request, a demand, an approval, an offer, a statement, a report, an acceptance, a consent, a waiver and an appointment. Any notice required or authorized to be given hereunder or any other communications between the Parties shall be in writing (unless otherwise expressly provided) and shall be served personally or by reputable express courier service addressed to the relevant Party at the address stated below; provided, that ordinary course development and construction related notices and communications (which shall not include notices regarding defaults, termination

events or other material events) may be delivered by electronic transmission to, and in the case of DTE, the DTE Representative (at an email address provided to Supplier in writing) or in the case of Supplier, the email addresses stated below:



Any notice given personally or by express courier service shall be deemed to have been served on delivery, and any copy of any notice delivered by electronic transmission shall be deemed to have been served on dispatch; provided that (a) no out-of-office or delivery failure notification is received in response to such electronic transmission, and (b) any electronic transmission (i) dispatched after 5:00 p.m. in the recipient's location or on any day that is not a Business Day or (ii) that would trigger any response, review or other action by DTE within a specified time, shall be deemed to have been served on the next Business Day. As proof of such service it shall be sufficient to produce, as applicable, a receipt showing personal service, the receipt of delivery of a reputable courier company showing the correct address of the addressee or a copy of a sent email showing the time and date of transmission.

23.2 Communications. All communications other than a notice must, unless expressly specified otherwise, be in writing and addressed, except as otherwise stated herein, to the Parties' Contract Representatives as set forth in [redacted]. All oral communications required under this

Agreement must be made to the receiving Party's Operating Representative and must promptly be followed by notice as provided in the other provisions of this Section 23.2. A Party may update its information included in [redacted], including its Contract Representative and Operating Representative, by providing written notice other Party in accordance with this Section 23.2. Any changes to [redacted] do not constitute an amendment to this Agreement.

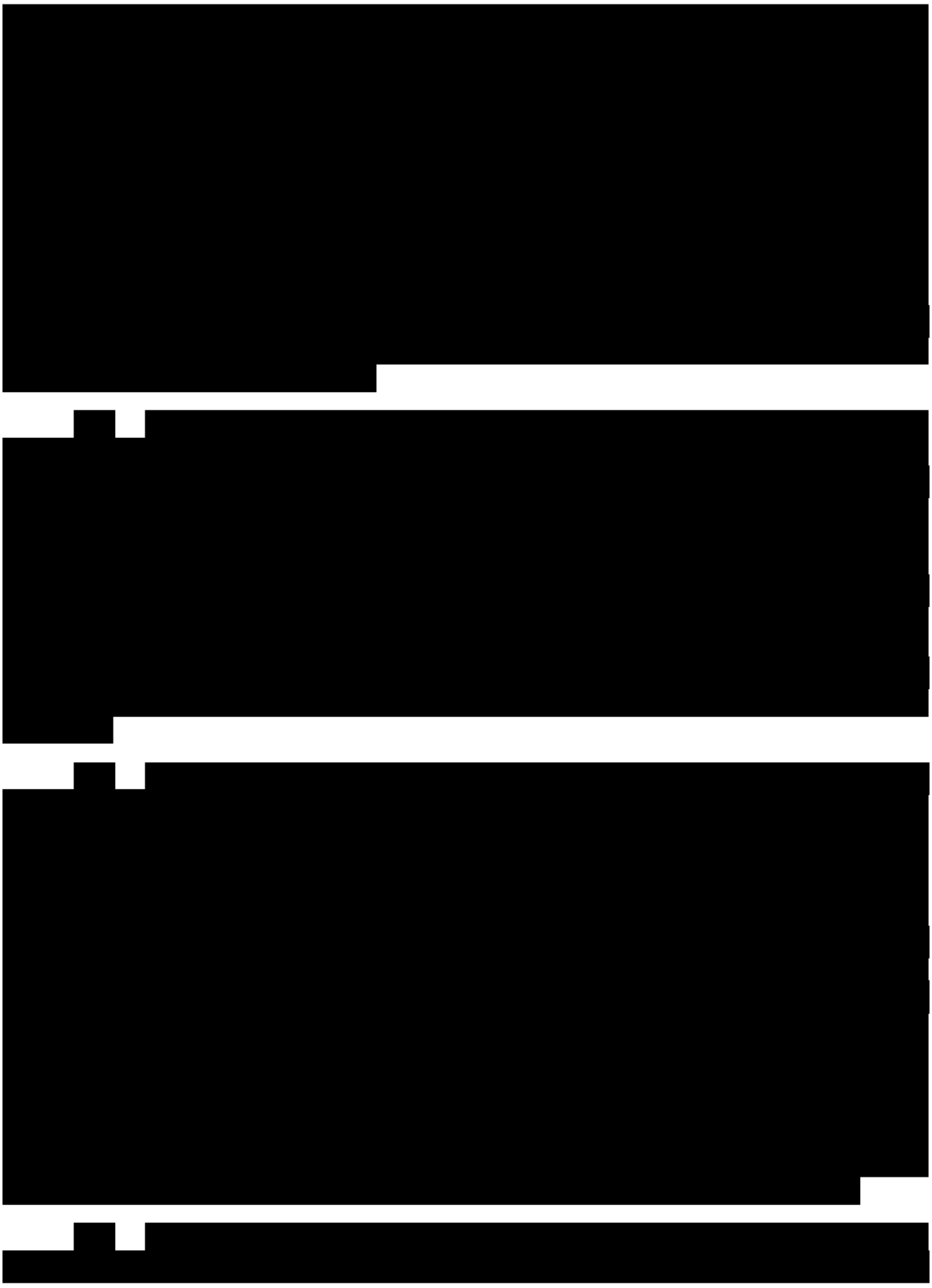
23.3 Change of Notice Recipient Information. Either Party may, by giving notice at any time or from time to time, require subsequent notice to be given to another individual, whether a Party or an officer or representative of a Party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

ARTICLE 24
DISPUTE RESOLUTION

[redacted]

ARTICLE 25
DELAY LIQUIDATED DAMAGES

[redacted]



[redacted]

ARTICLE 26
LIMITATION OF LIABILITY

[redacted]



ARTICLE 27
MISCELLANEOUS

27.1 Governing Law; Jurisdiction; Waiver of Jury Trial.

27.1.1 Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the State of Michigan applicable to contracts made and to be performed within the State of Michigan and without reference to the choice of law principles of the State of Michigan or any other state.

27.1.2 Jurisdiction. The Parties further agree to (a) submit to the jurisdiction of the courts of the State of Michigan and the District Court for the

Eastern District of Michigan for all purposes of this Agreement, including any action or proceeding instituted for the enforcement of any right, remedy, obligation or liability arising hereunder and (b) submit to the venue of such action or proceeding in the courts of the State of Michigan or the District Court for the Eastern District of Michigan. Each Party irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to such Party at its address specified in or pursuant to the provisions of Section 23.1 or in any other manner permitted by Applicable Law. Nothing in this Section 27.1 shall affect the right of a Party to serve legal process in any other manner permitted by law. The Parties further agree that any process directed to either of them in any litigation involving this Agreement may be served outside the State of Michigan with the same force and effect as if service had been made within the State of Michigan. To the extent a Party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, such Party hereby irrevocably waives (to the fullest extent permitted by law) such immunity in respect of its obligations under this Agreement.

27.1.3 Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION TO ENFORCE OR INTERPRET THE PROVISIONS OF THIS AGREEMENT OR THAT OTHERWISE RELATES TO THIS AGREEMENT

27.2 Discontinued or Modified Index. If any index utilized herein is discontinued or substantially modified, then such index will be modified to the most appropriate available index, with appropriate basis changes to take into account any changes in the location of measurement.

[redacted]

[redacted]

27.4 Waiver. The failure of a Party at any time to require performance by the other Party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter, nor shall the waiver by a Party of any breach of any provision hereof be held or deemed to be a waiver of the provision itself.

27.5 Severability. The invalidity or unenforceability of any portion or provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision. If any such provision of this Agreement is so declared invalid, the Parties shall promptly negotiate in good faith new provisions to eliminate such invalidity and to restore this Agreement as nearly as possible to its original intent and effect.

27.6 Amendments. All amendments to this Agreement must be mutually agreed upon by the Parties, produced in writing, and executed by an authorized representative of each Party in order to be effective. DTE may submit an amendment to the MPSC, FERC, or other Governmental Authority as applicable, for filing, acceptance or approval, and, if such approval is required, any such amendment will not become effective unless and until such approval is received. If DTE submits an amendment to the MPSC, FERC, or other Governmental Authority for approval or acceptance and such approval or acceptance is granted subject to any conditions or qualifications that DTE, in its sole and absolute discretion, determines are not acceptable, then DTE may without liability (other than for obligations incurred prior to terminations) terminate this Agreement at any time during the [redacted] period that follows such the issuance of such approval or acceptance, by providing written notice of such termination to Supplier.

27.7 No Oral Modifications. No oral or written amendment or modification of this Agreement by any officer, agent, or employee of Supplier or DTE, either before or after execution of this Agreement, shall be of any force or effect unless such amendment or modification is in writing and is signed by an authorized officer of the Party (or of the managing member or managing partner of the Party on behalf of the Party) to be bound thereby.

27.8 Time. It is the intent of the Parties that, notwithstanding the absence of the words "time is of the essence" in this Agreement, the remedies for non-performance of time specified obligations be enforceable, as provided in this Agreement. Notwithstanding the absence of the words "time is of the essence" in this Agreement generally, the Parties agree that with respect to Commercial Operation, time is of the essence for the purpose of completing such milestone and assessing Delay Liquidated Damages. Neither Party will, in any action or proceeding brought by the other Party assert as a defense the absence of the phrase "time is of the essence" herein.

27.9 Counterparts. This Agreement may be executed in any number of counterparts and by each of the Parties in separate counterparts, which counterparts may be delivered in electronic (.pdf) format, and each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Delivery of an executed

counterpart of a signature page of this Agreement by facsimile or other electronic means will for all purposes be treated as the equivalent of delivery of a manually executed counterpart of this Agreement.

27.10 Further Assurances. DTE and Supplier will each use all commercially reasonable efforts to implement the provisions of this Agreement, and for such purpose each, at the request of the other, will promptly execute and deliver or cause to be executed and delivered to the other such assistance, or assignments, consents or other instruments in addition to those required by this Agreement, in form and substance reasonably satisfactory to the other, as the other may reasonably deem necessary or desirable to implement any provision of this Agreement.

27.11 Binding on Successors. This Agreement shall be binding on the Parties hereto and on their respective successors, heirs and permitted assigns.

27.12 Integration. This Agreement contains the entire agreement and understanding between the Parties with respect to all of the subject matter contained herein, thereby merging and superseding all prior agreements and representations, whether written or oral, by the Parties with respect to such subject matter.

27.13 Forward Contract. The Parties acknowledge and agree that (a) this Agreement constitutes a "forward contract" within the meaning of the Bankruptcy Code or a "swap agreement" within the meaning of the Bankruptcy Code; (b) each Party hereto is a "forward contract merchant" or a "swap participant" within the meaning of the Bankruptcy Code; (c) all payments made or to be made by one (1) Party to the other Party pursuant to this Agreement constitute "settlement payments" within the meaning of the Bankruptcy Code; (d) all transfers of eligible credit support or other performance assurance by one (1) Party to the other Party under this Agreement constitute "margin payments" within the meaning of the Bankruptcy Code; and (e) this Agreement constitutes a "master netting agreement" within the meaning of the Bankruptcy Code.

27.14 No Third-Party Beneficiaries. Except with respect to the rights of the Indemnified Parties in Section 17.1, (a) nothing in this Agreement nor any action taken hereunder may be construed to create any duty, liability or standard of care to any third-party, (b) no third-party has any rights or interest, direct or indirect, in this Agreement or the services to be provided hereunder, and (c) this Agreement is intended solely for the benefit of the Parties, and the Parties expressly disclaim any intent to create any rights in any third-party as a third-party beneficiary to this Agreement or the services to be provided hereunder.

27.15 Service Contract. This Agreement is intended to constitute a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first stated above.

DTE:	**SUPPLIER:**
DTE ELECTRIC COMPANY	**FRESHWATER SOLAR II, LLC**
By: Joi Harris	By: _____
Name: _____	Name: _____
Title: President & COO	Title: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first stated above.

DTE:	**SUPPLIER:**
DTE ELECTRIC COMPANY	**FRESHWATER SOLAR II, LLC**
By: _____	By: _____
Name: _____	Name: Paul Harris
Title: _____	Title: Vice President

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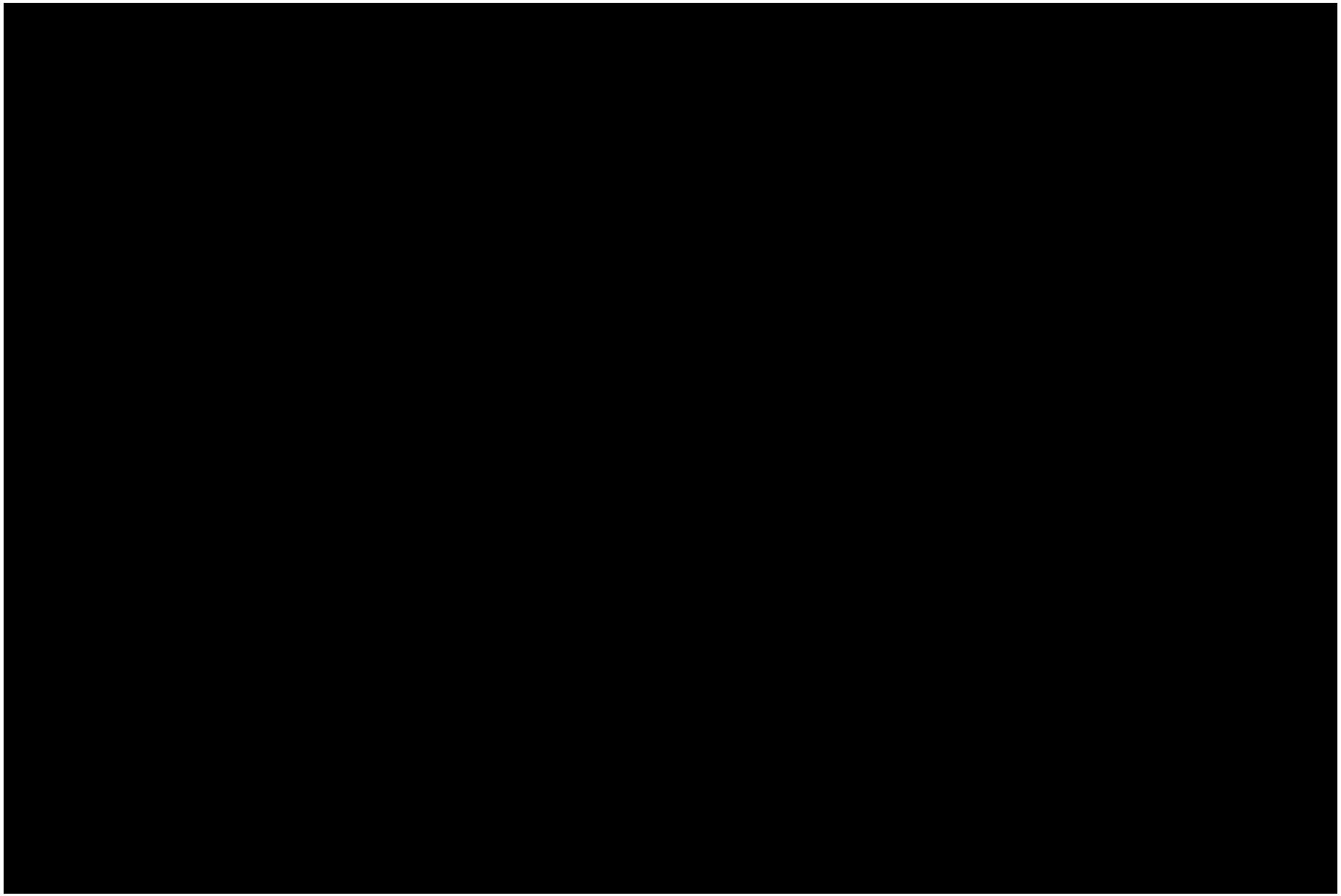
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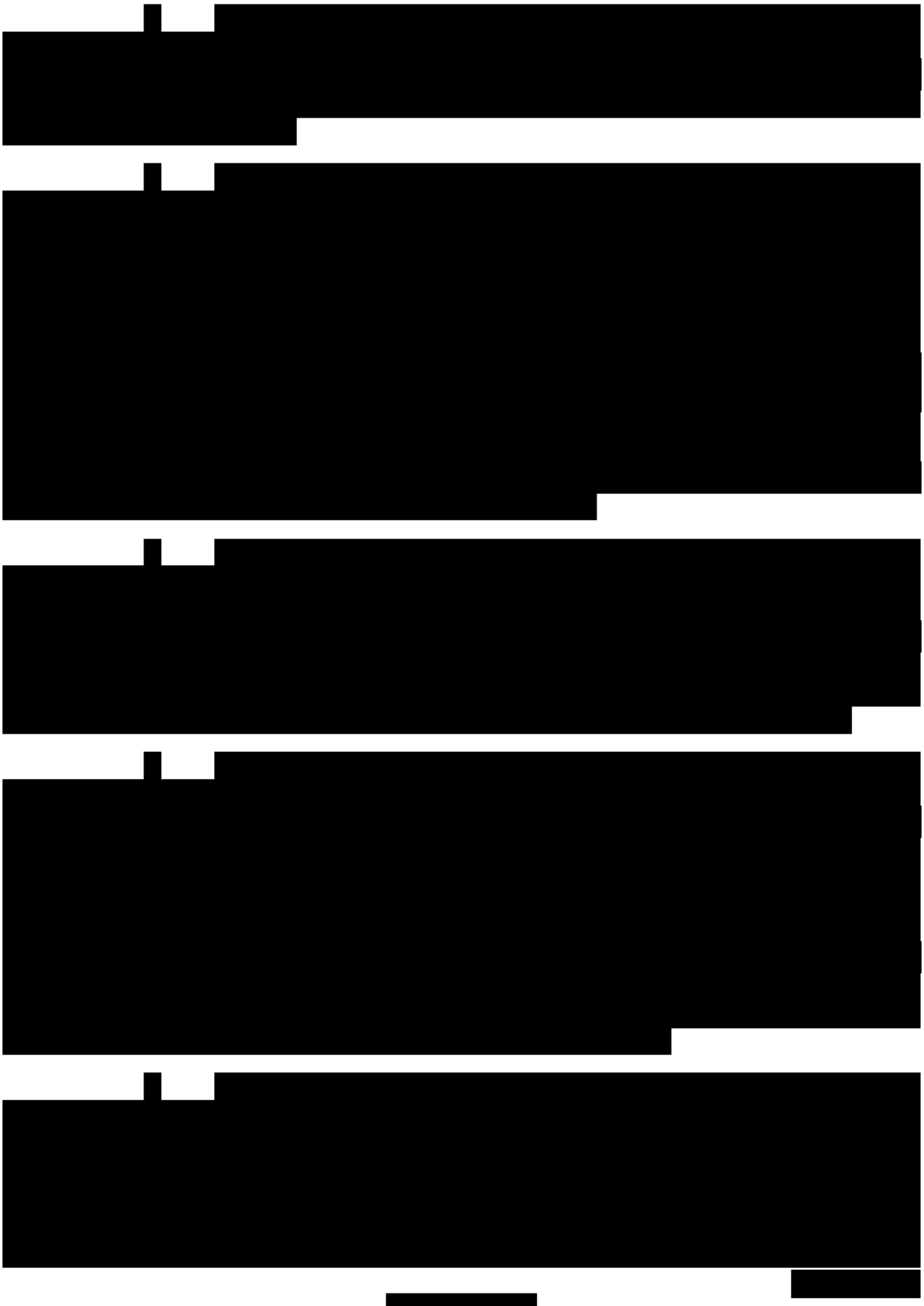
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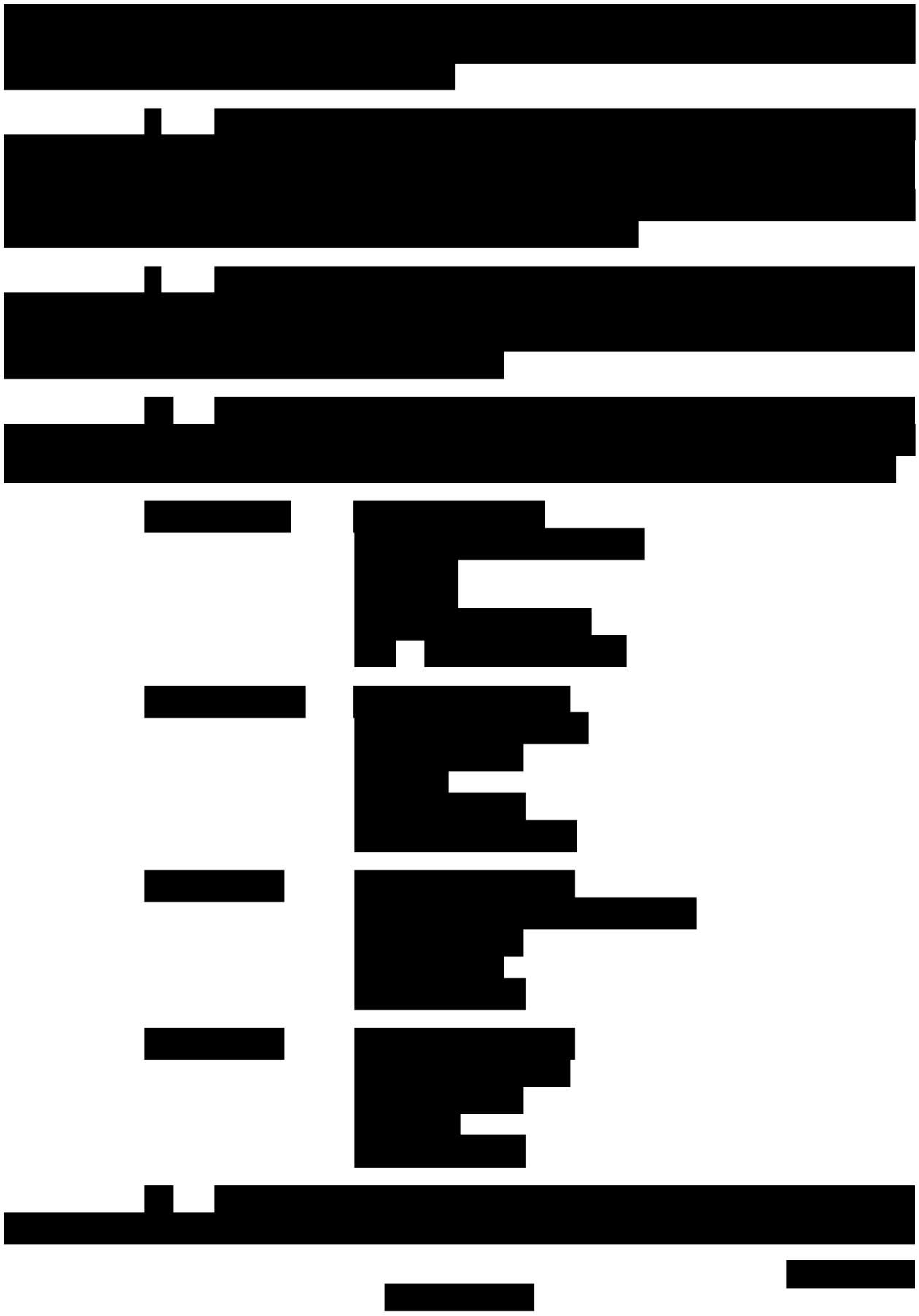
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