Exhibit 1 - Attachment B (redacted)

Contracts

October 16, 2023 MODULE SUPPLY TERMS AND CONDITIONS BETWEEN DTE ELECTRIC COMPANY AND BOVIET SOLAR USA LTD.

1. **TERMS OF SALE.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE MUTUALLY AGREED PURCHASE ORDER TO WHICH THESE TERMS AND CONDITIONS ARE ATTACHED (the "PO"), THESE October 16, 2023 MODULE SUPPLY TERMS AND CONDITIONS (these "Terms and Conditions") BETWEEN DTE ELECTRIC COMPANY ("Buyer") AND BOVIET SOLAR USA LTD. ("Boviet" or "Seller") SHALL GOVERN BUYER'S PURCHASE OF SOLAR MODULES, AND ASSOCIATED HARDWARE, PARTS, SOFTWARE, AND MATERIALS ("Products" or "Modules"), AND THE SERVICES COVERED THEREBY (THE "Services"), UNDER THE PO. These Terms and Conditions, along with the PO, and all documents referenced herein and in the PO, are referred to as the "Agreement".

Appendices and Attachments: The following Appendices and Attachments are expressly included as part of the Agreement: 4

Appendix A: Additional Terms Governing Purchase Orders
Attachment 1: Limited Warranty
Attachment 2: Form of Seller Parent Guaranty
Attachment 3: Form of Seller Invoice
Attachment 4: Form of Interim Lien Waivers
Attachment 5: Form Release and Certificate of Final Payment 3-1-2020
Attachment 6: Cargo Insurance
Attachment 7: Approved OEM Manufacturing Partner List
Attachment 8: Procurement Whitelist

Exhibits: Each PO will include the following exhibits, completed as applicable for that PO.
Exhibit A – Quality Requirements
Exhibit A1 – Extended Duration Testing Protocol and Criteria
Exhibit A2- Factory and Supply Chain Traceability Audit Scope
Exhibit A3 – Production Supervision Protocol and Criteria
Exhibit A5a – Pre and Post Shipment Inspection and Testing Protocol
Exhibit 5b – Container Loading and Packaging Inspection Protocol
Exhibit A6 – Specifications and Datasheets
Exhibit A7 – Certificates and Constructional Data Reports
Exhibit A8 – Packaging, Shipping and Handling Requirements
Exhibit A9 – Bill of Materials
Exhibit A10 – Installation and Operation Manual
Exhibit A12 – Serial Defect Warranty
Exhibit A13 – PAN Files and 3rd Party PAN File Test Reports

Y

2. TERMS OF DELIVERY. [redacted]

3. PAYMENT; LIENS; LIEN WAIVERS.

3.1 [redacted]

3.2 [redacted]

[redacted]

3.3 [redacted]

4. SALES TAX; DUTIES AND TARIFFS.

4.1 [redacted]

4.2 [redacted]

0

[redacted]

4.3 "Change in Law" [redacted]

5. CHANGES. [redacted]

6. DELIVERY DELAY. [redacted]

7. INSPECTION AND ACCEPTANCE.

(a) [redacted]

7.1 [redacted]

[redacted]

7.2 Manufacturing Facilities; Manufacturing Requirements.

(a) [redacted]

(b) [redacted]

(c) [redacted]

(d) [redacted]



(ii)



[redacted]

8. INSTALLATION. The Products will be supplied with an installation manual and other documentation on Product specifications, operating parameters, use, and performance ("Documentation"). Documentation will be provided by Boviet for the Products and shall be used in the systems design or installation of the Products, unless otherwise mutually agreed in writing.

9. CANCELLATION. [redacted]

9A. FORCED LABOR; RESTRICTED EQUIPMENT; RESTRICTED ENTITIES.

"Forced Labor" [redacted]



"Forced Labor Impact" [redacted]

"Restricted Entity" [redacted]

"Restricted Equipment" [redacted]

[redacted]

[redacted]

[redacted]

10. RETURNS.

[redacted]

11. WARRANTY.

11.1 Boviet Solar's warranty with respect to the Products and Services is described in its warranty policy in **Attachment 1**, incorporated into these Terms and Conditions by reference (the "Warranty").

11.2 [redacted]

11.3 [redacted]

12. LIMITATION OF LIABILITY. [redacted]



[redacted]

13. DOCUMENTATION. [redacted]

[redacted]

14. DEFAULT. [redacted]

[redacted]

[redacted]

15. RESERVED.

16. SOFTWARE LICENSE. [redacted]

17. **CONFIDENTIALITY.** Each of the parties shall use at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party in connection with this transaction. The term "**Confidential Information**" shall mean [redacted]

[redacted]

18. **PATENT, TRADEMARK, COPYRIGHT INFRINGEMENT INDEMNITY.**

18.1 [redacted]

18.2 [redacted]

19. **GENERAL.**

19.1 GOVERNING LAW; JURISDICTION. These Terms and Conditions shall be governed by and construed according to the laws of the State of [redacted]

[redacted]

19.2 FORCE MAJEURE. [redacted]



[redacted]

19.3 COMPLIANCE WITH LAW. [redacted]

19.4 ASSIGNMENT. [redacted]

19.5 ATTORNEYS' FEES. [redacted]

[redacted]

19.6 MISCELLANEOUS. This document, each PO/OA and its attachments constitute the entire agreement between Buyer and Boviet with respect to the subject matter hereof and supersede all prior representations, negotiations and agreements, whether written or oral. No term or provision hereof shall be waived or modified or deemed waived or modified by either party unless such waiver or consent to modify is in writing signed on behalf of the party against whom it is asserted. All communications required or permitted hereunder shall be in writing. No consent by either party to, or waiver of, a breach by either party will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party. If any provision of the Terms and Conditions is held unenforceable, ineffective or illegal for any reason, such decision shall not affect the validity or enforcement of any or all of the remaining portion of the Terms and Conditions. To the extent any other document related to the transaction at issue between Boviet and Buyer contains terms which conflict with these Terms and Conditions, other than a document mutually agreed and executed by the parties, such as an accepted PO, these Terms and Conditions shall control.

19.7 Each party represents and warrants that it has the full power and authority to enter into this Agreement and perform all obligations set forth herein.

19.8 INDEMNITY. [redacted]

19.9 SERIAL DEFECT. See Exhibit A-12.

19.10 NOTICE. Any notice to a Party shall be sent through: (1) an internationally recognized express courier service or (2) e-mail (receipt confirmed). Such notice shall be deemed to have been delivered: (a) when received if given in person or by courier or (b) on the date of transmission if sent by e-mail. A Party may designate other contact information in writing by giving notice as provided herein. Any notices provided under applicable lien laws shall be deemed to have been given according to the relevant applicable law.

19.11 QUALITY ASSURANCE. The Parties shall perform all of their respective quality assurance obligations as set forth in any PO.

19.12 FINANCING COOPERATION. [redacted]

19.13 TIME IS OF THE ESSENCE. Time is very important in the performance of each provision of this Agreement.

19.14 COUNTERPARTS. This Agreement may be executed in any number of separate counterparts and delivered by electronic means (including by ".pdf"), each of which when so executed shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

19.15 PARENT GUARANTY. Contemporaneously with the execution of the PO, Boviet shall provide to Buyer, and shall maintain in place until the expiration or termination of Boviet's obligations under this Agreement, a guaranty substantially in the form of Attachment 2 hereto from Boviet Solar Technology Co., Ltd.

Agreed and Accepted:

Buyer DTE ELECTRIC

[redacted]

Seller: BOVIET SOLAR USA LTD.

[redacted]

APPENDIX A

Additional Terms Governing Purchase Orders

Shipment. [redacted]

1. [redacted]
2. [redacted]
3. [redacted]
4. [redacted]
5. [redacted]

(a) [redacted]
(b)
(c)
(d)
(e)
(f)

[redacted]

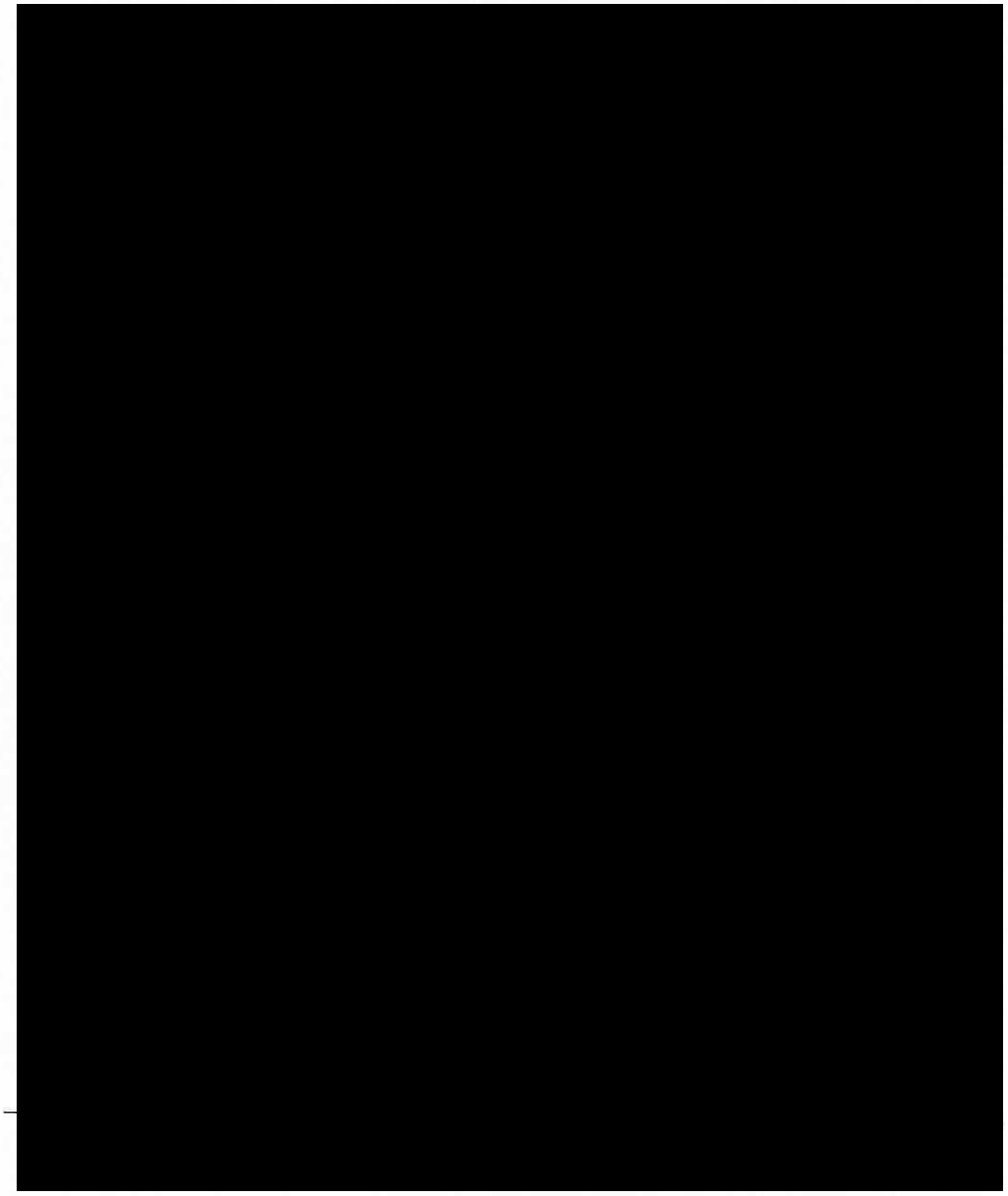
6. [redacted]

7. [redacted]

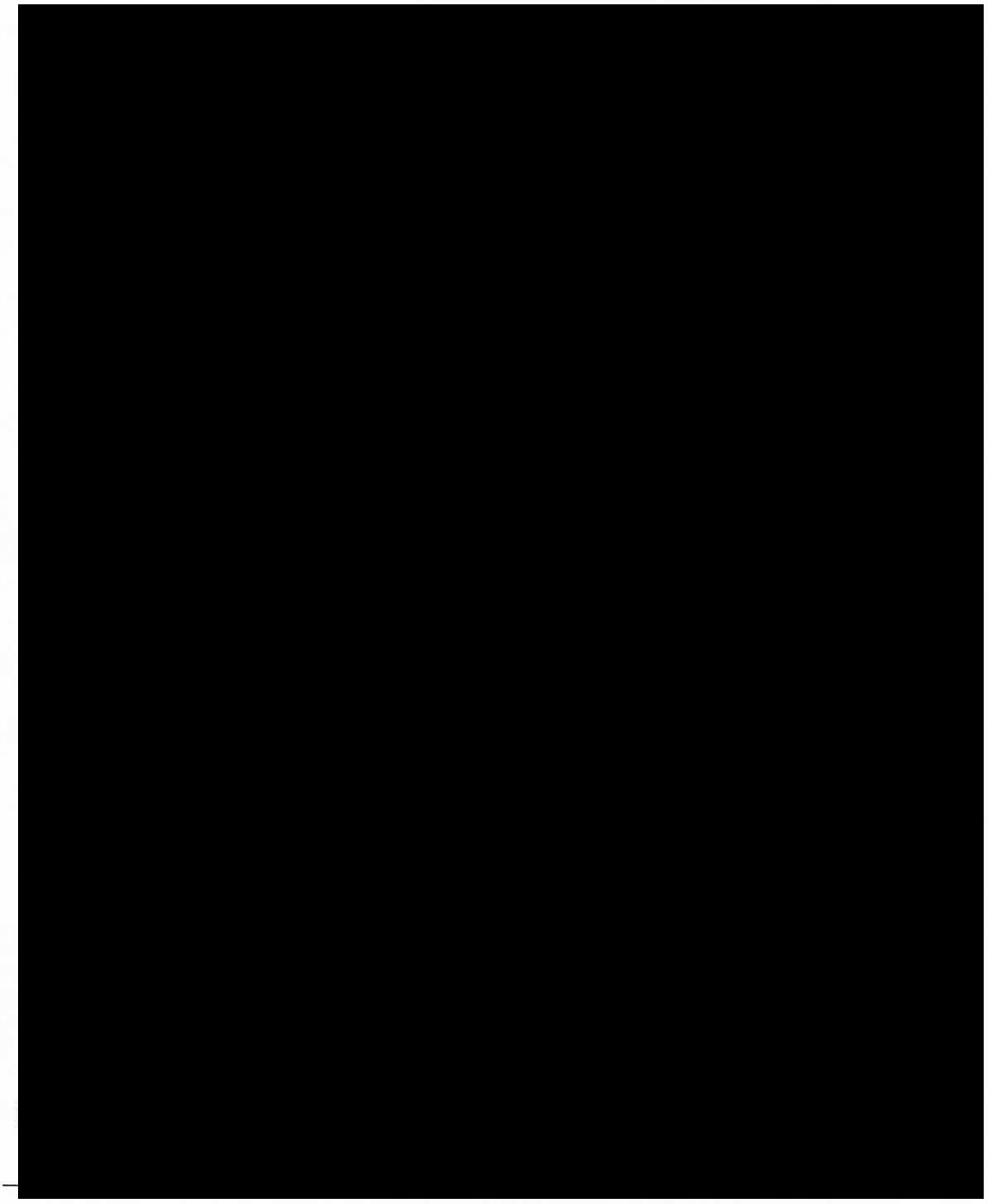
8. [redacted]

Attachment 1

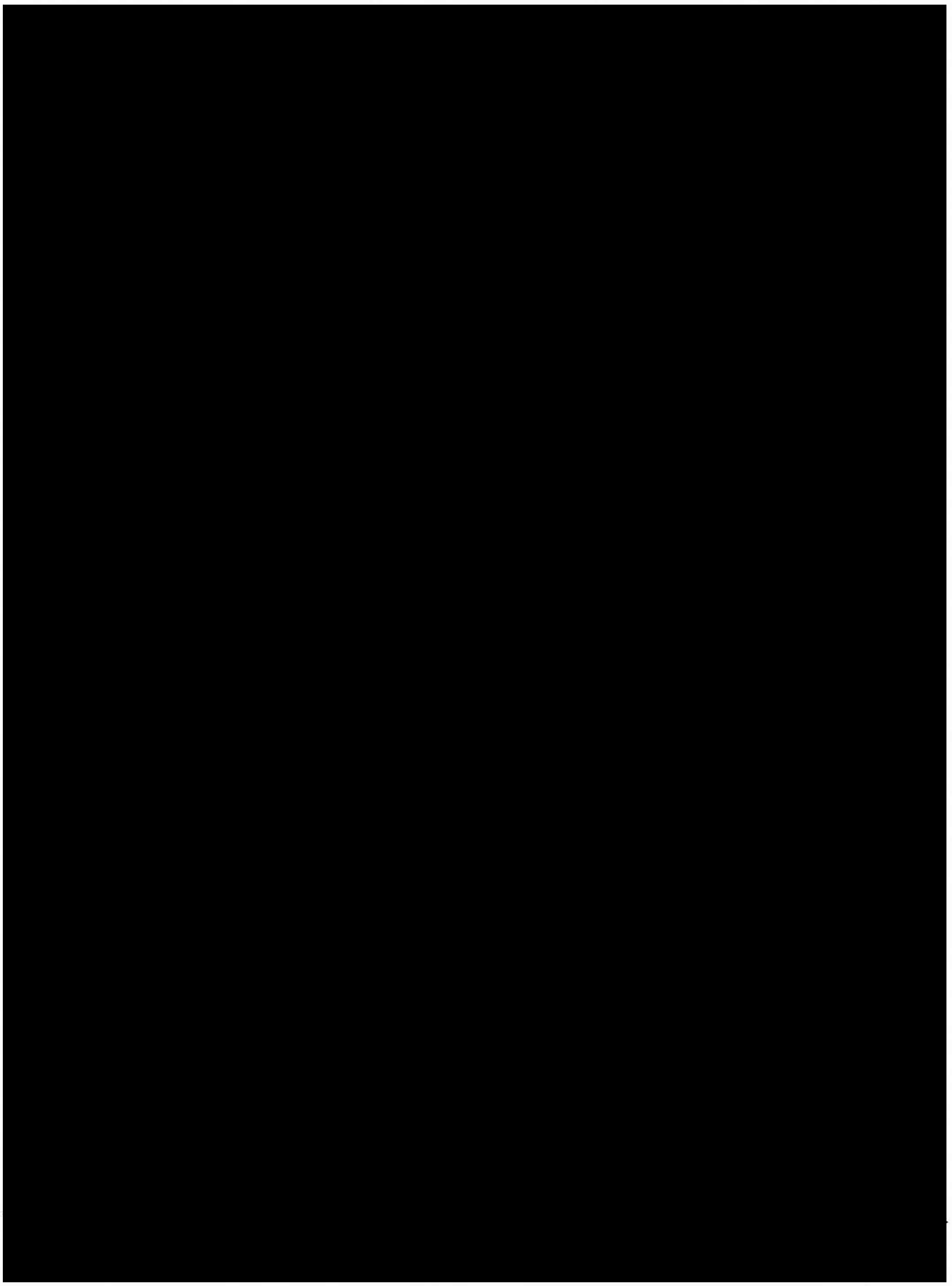
Limited Warranty



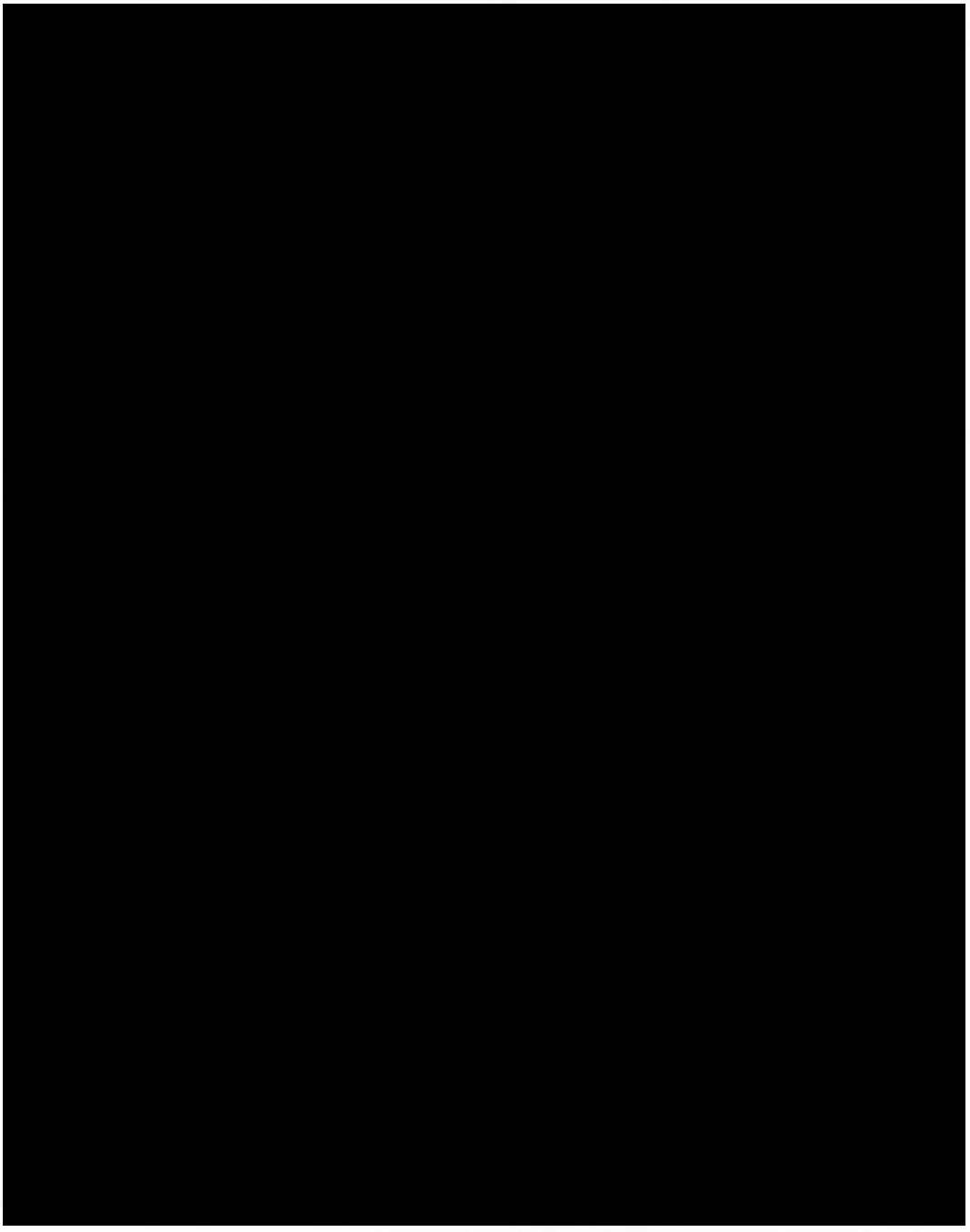
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SOLAR



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Attachment 2

Boviet Solar USA Ltd. 1735 North 1st Street, Suite #300, San Jose, CA 95112

boVIET
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Form of Seller Parent Guaranty

[redacted]

[redacted]

BOVIET
SOLAR

[redacted]

BOVIET
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[redacted]

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[redacted]

BOVIET
SOLAR





[redacted]

BOVIET SOLAR TECHNOLOGY CO., LTD.

[redacted]

Signed as of the date first written above by:

DTE ELECTRIC COMPANY

[redacted]

BOVIET SOLAR

Attachment 3

Form of Seller Invoice



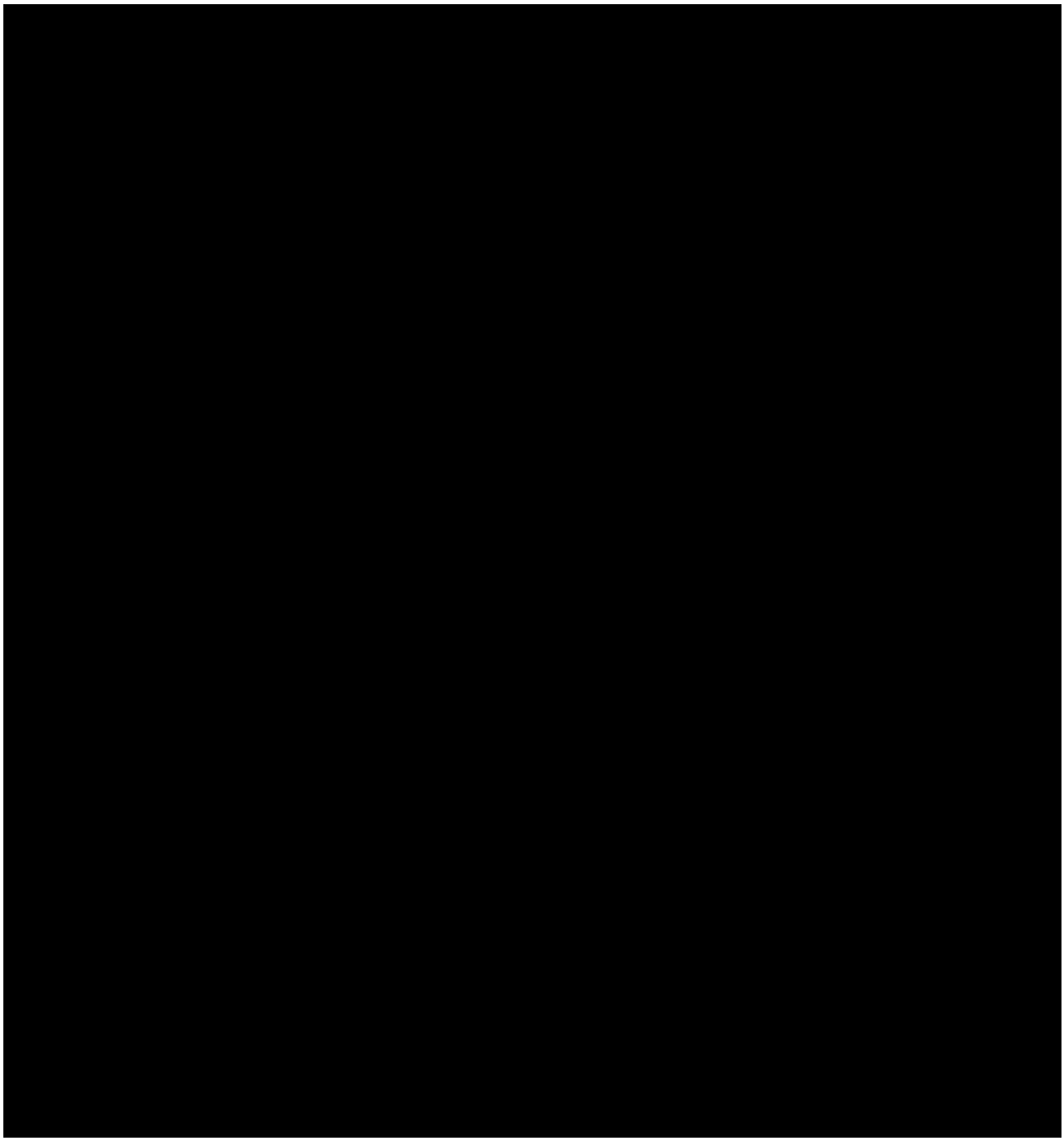
THANK YOU FOR YOUR BUSINESS!

BOVIET
SOLAR



Attachment 4

Form of Seller's Interim Conditional Lien Waiver

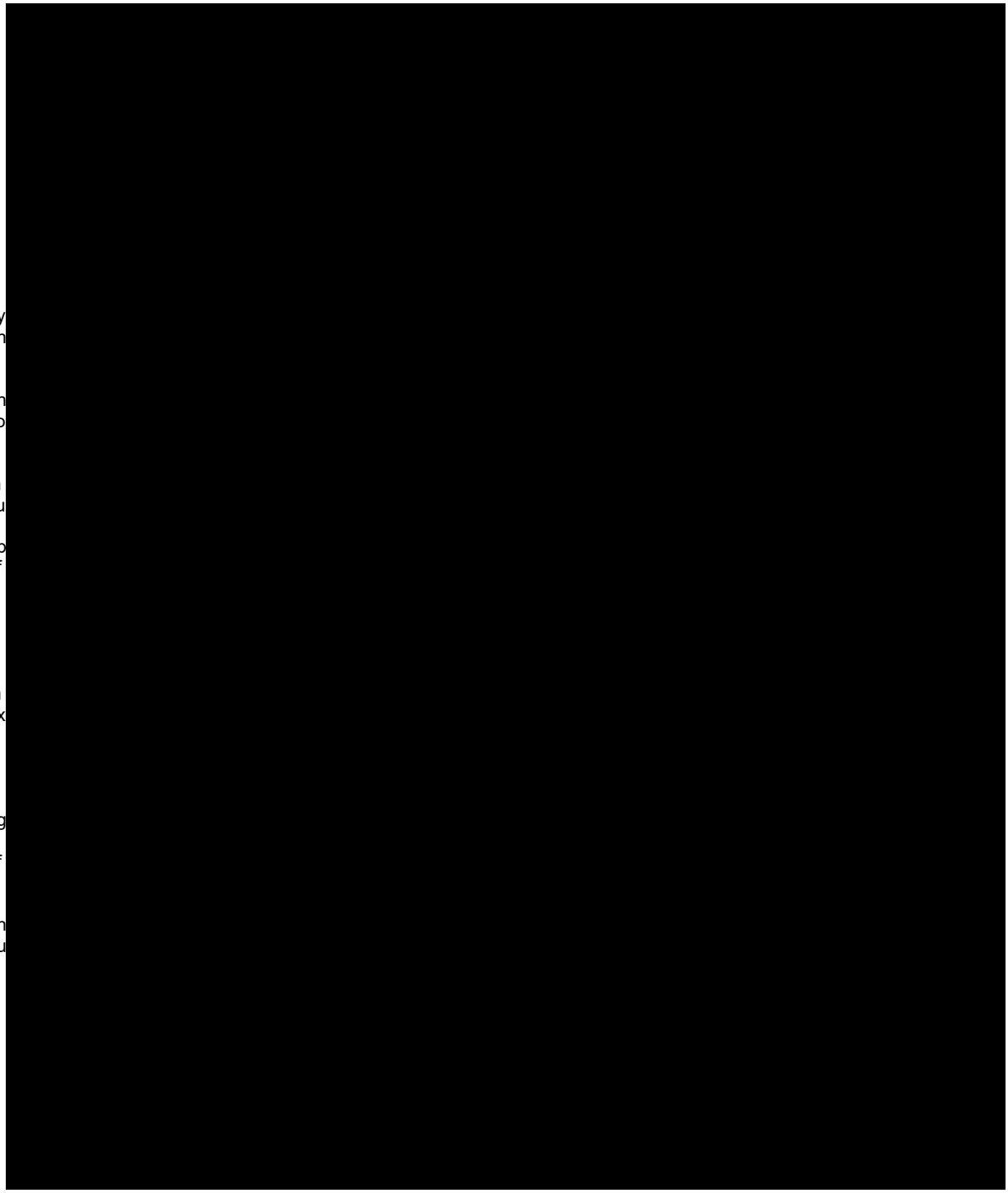


Date: _____



Attachment 5
Release and Certificate of Final Payment

DE 963-6307 Rev. 3/1/2020



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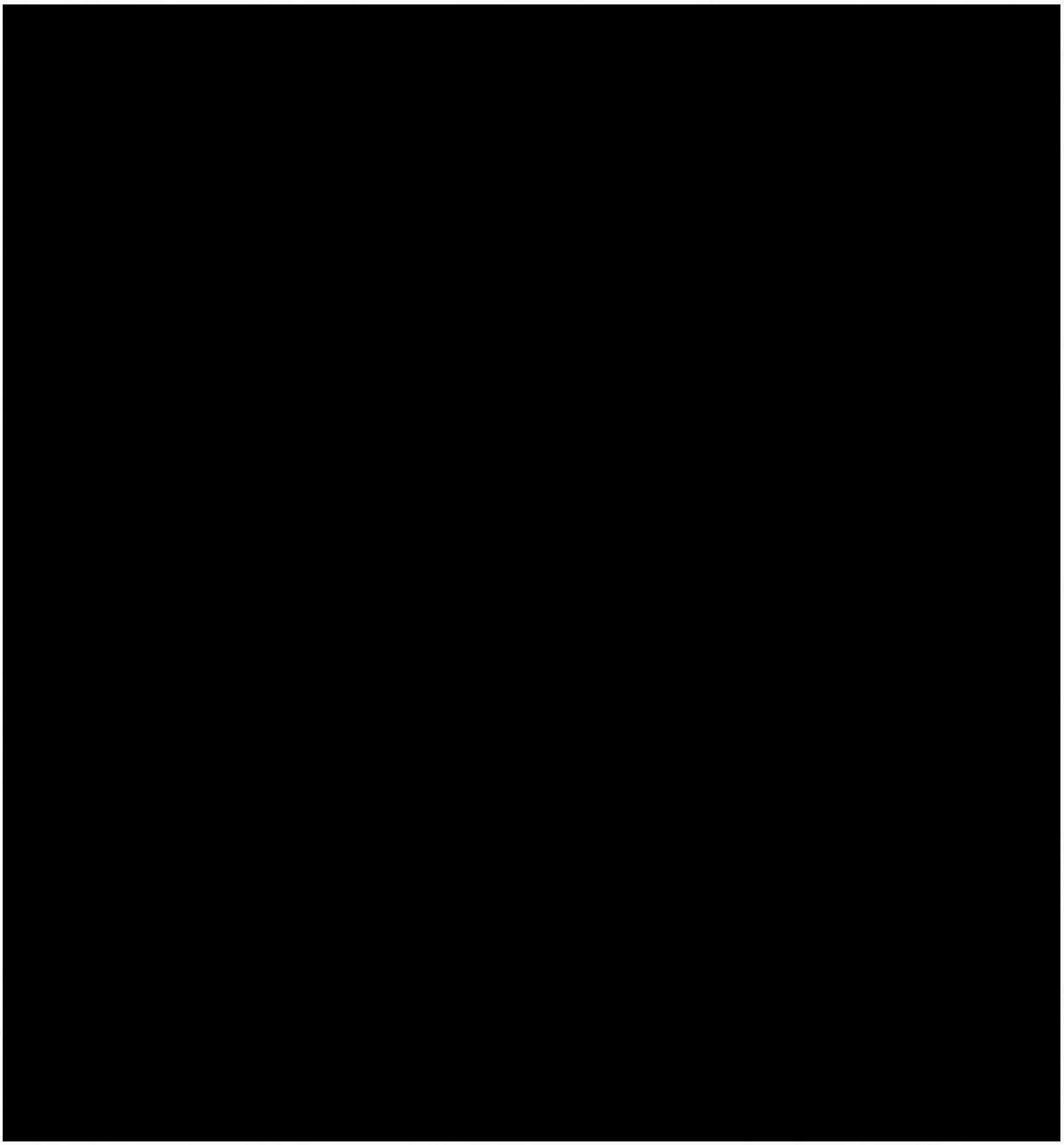
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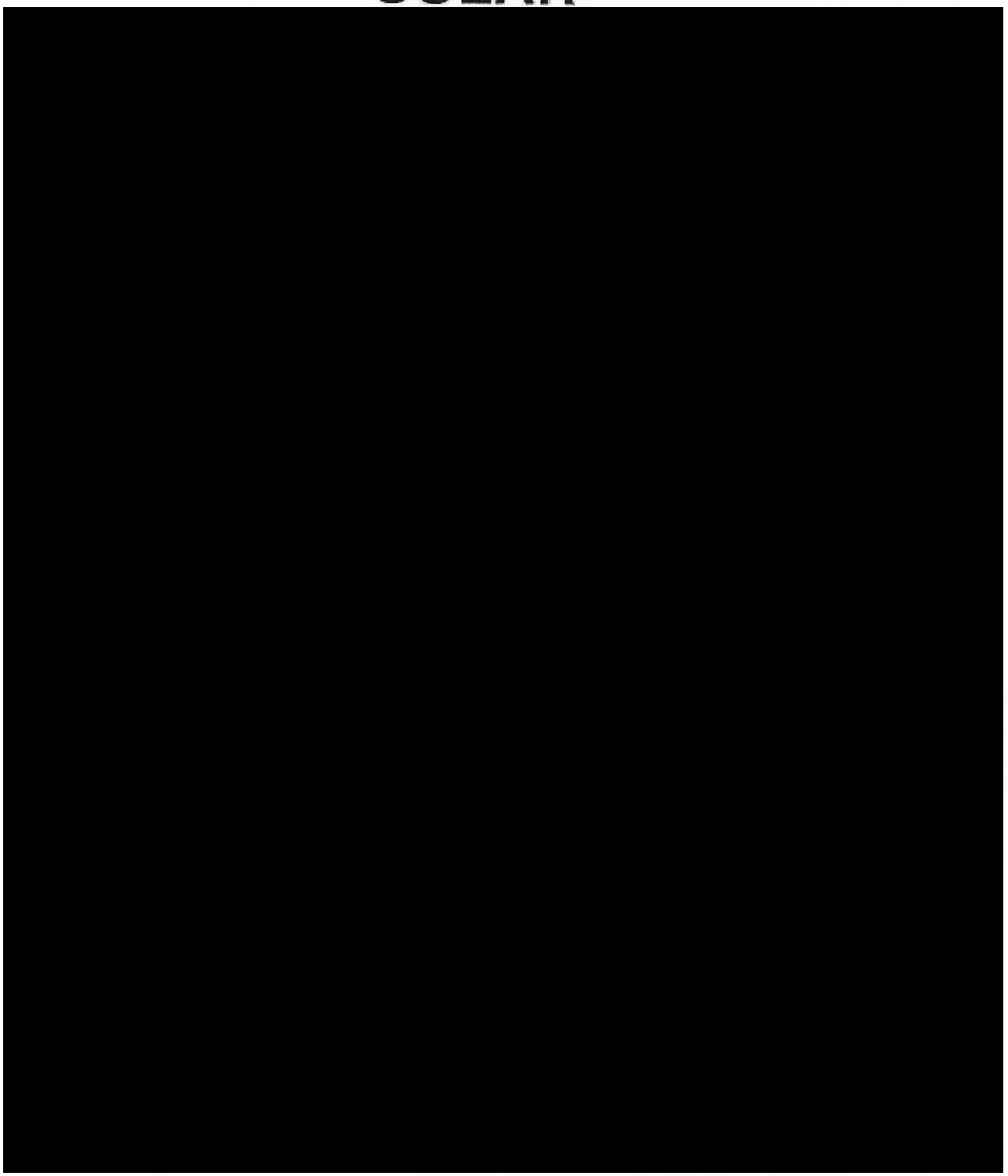
BOVIET SOLAR

Attachment 6

Cargo Insurance

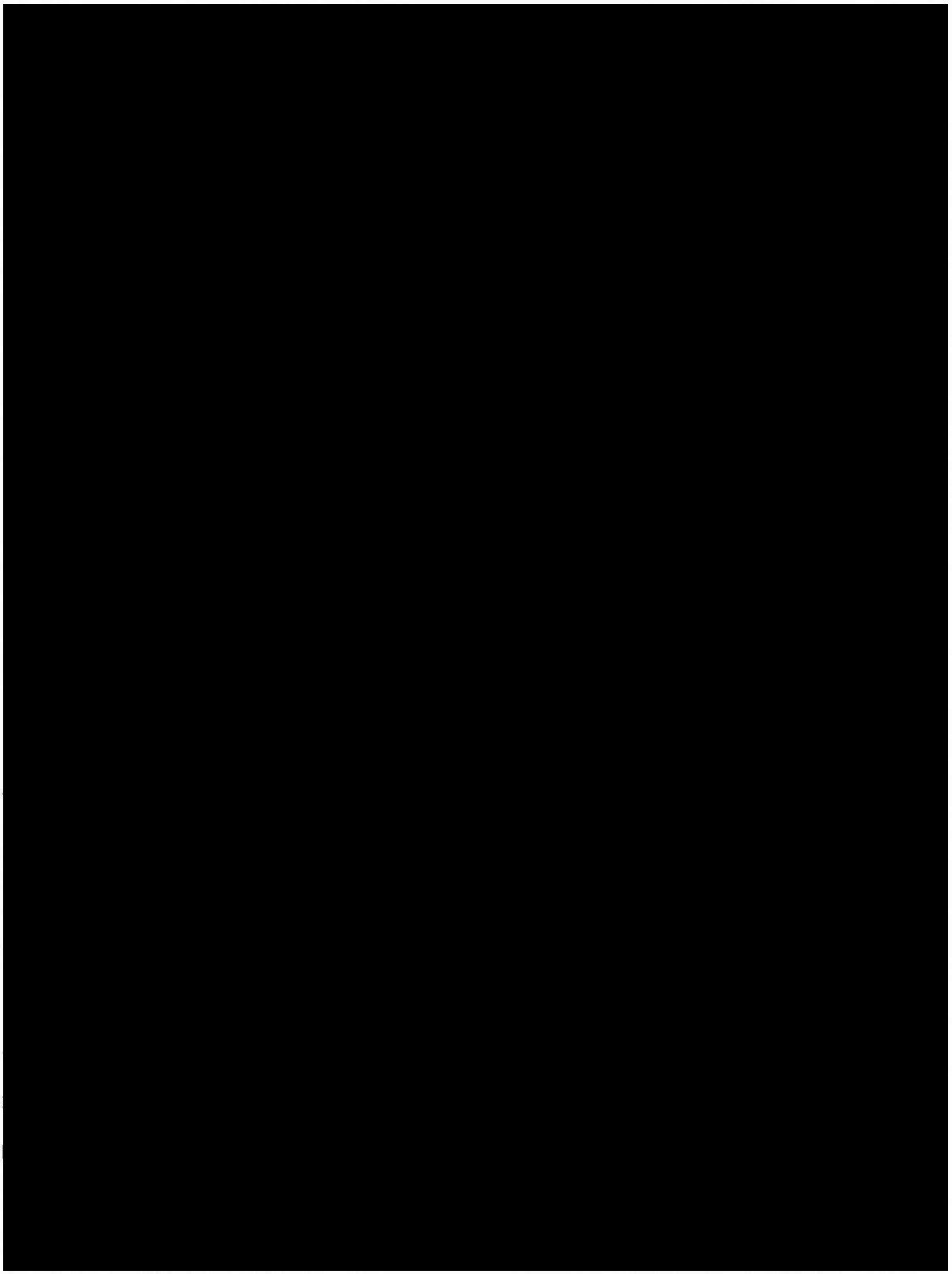


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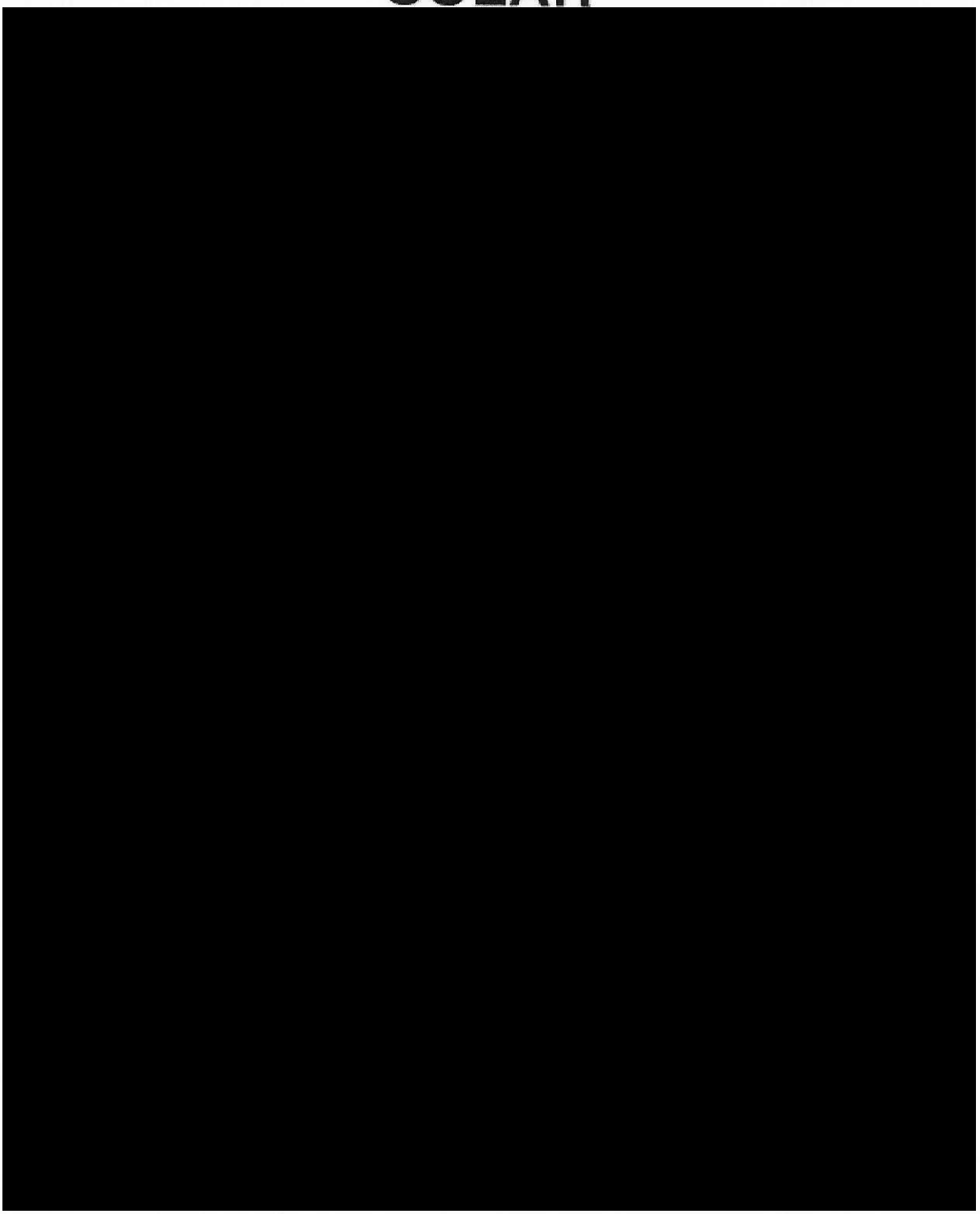


Boviet Solar USA Ltd. 1735 North 1st Street, Suite #300, San Jose, CA 95112

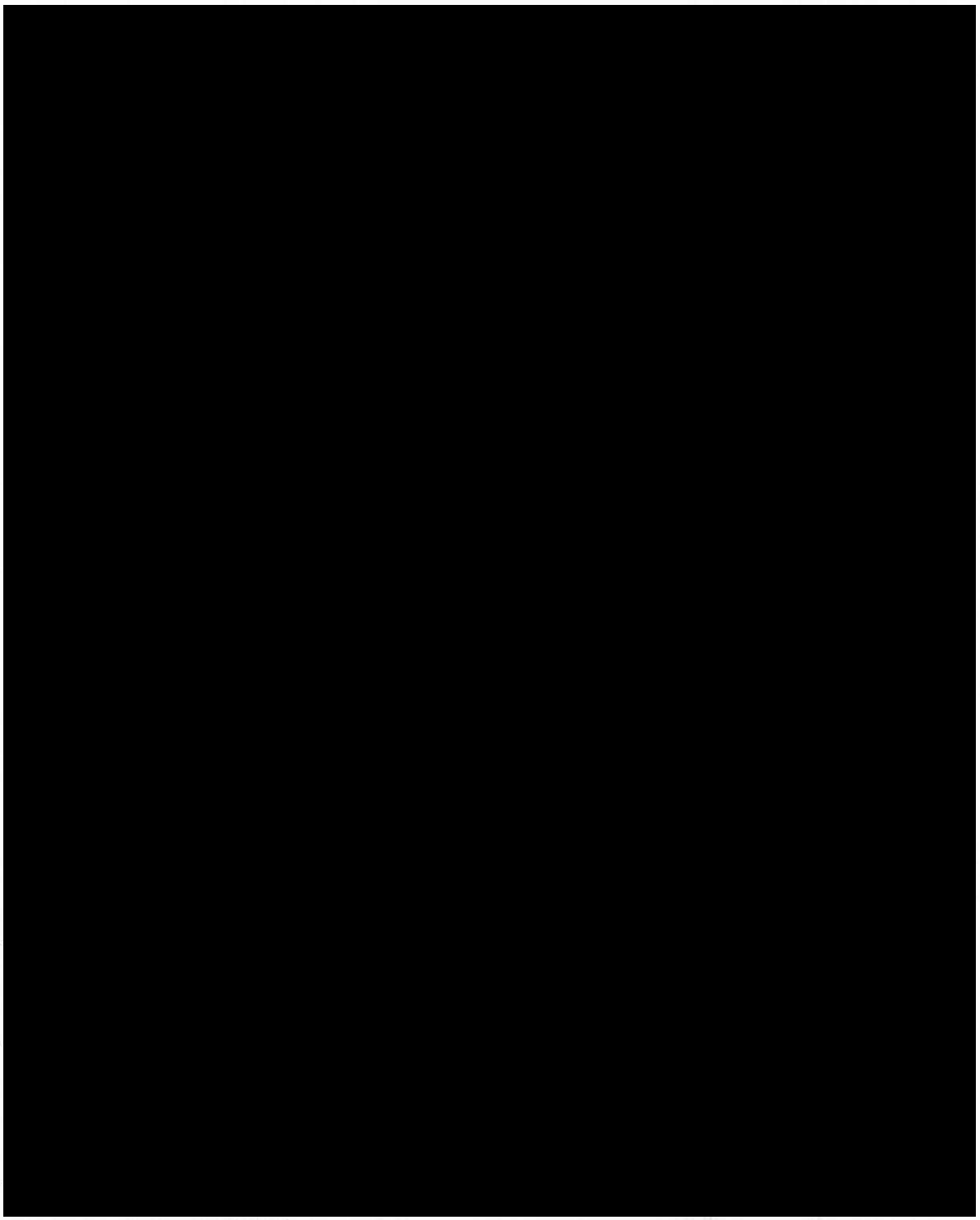
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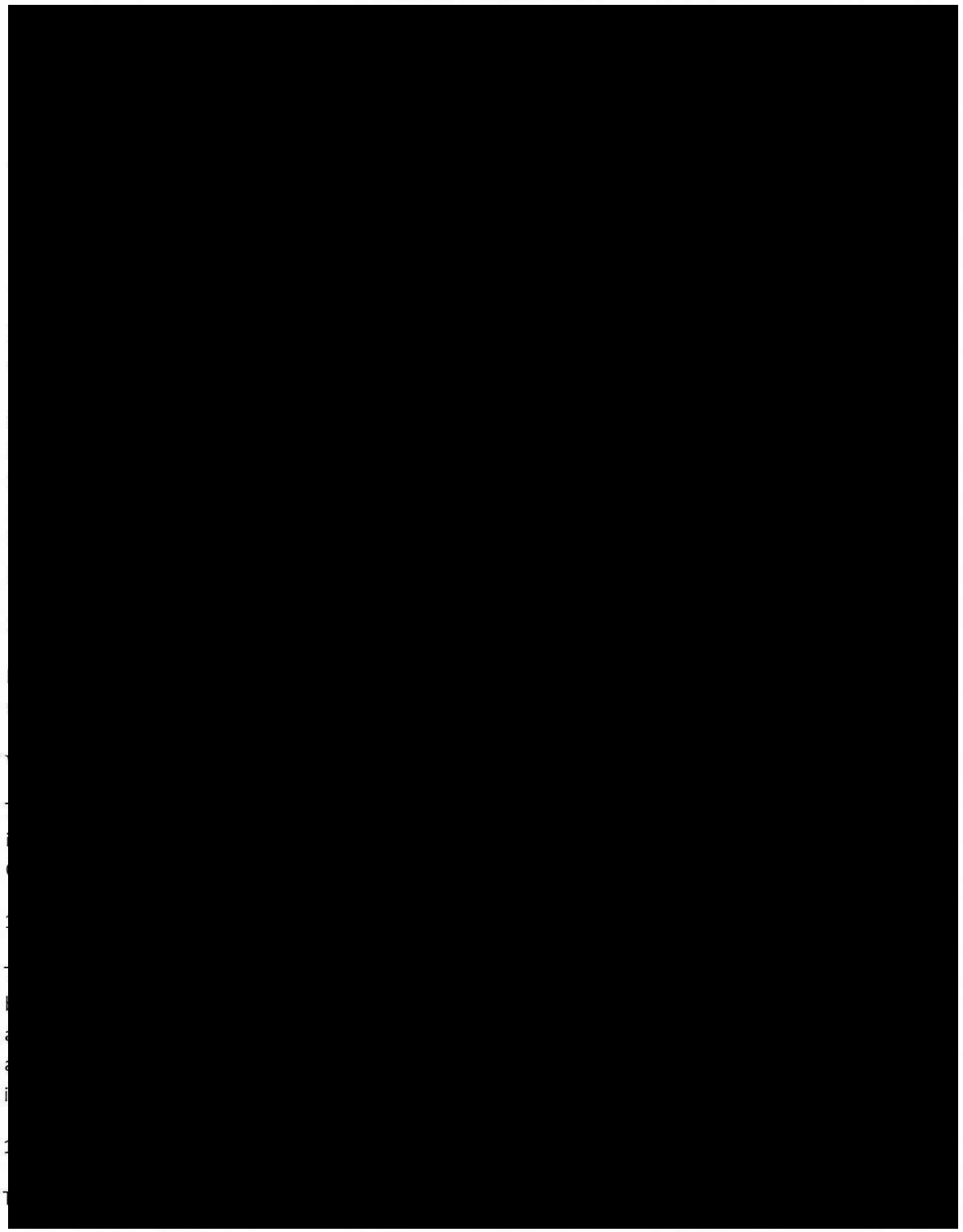
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[redacted]

Attachment 7

Approved OEM Manufacturing Partner List

1. [redacted]
2.
3.
4.

BOVIET SOLAR

Attachment 8

Procurement Whitelist

[redacted]

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For Execution

MODULE SALES AGREEMENT

This Module Sales Agreement (this "**Agreement**") is made and entered into as of September 27, 2024 (the "**Effective Date**"), by and between DTE ELECTRIC COMPANY a Michigan Corporation with its registered address at One Energy Plaza, Detroit, MI 48226 ("**Buyer**"), and CANADIAN SOLAR (USA) INC., a Delaware corporation, with its registered address at 1350 Treat Blvd. Suite 500, Walnut Creek, CA 94597 ("**Seller**"). Buyer and Seller may be referred to herein individually each as a "**Party**" and collectively as the "**Parties**."

Recitals

A. Seller is engaged in the business of developing, manufacturing, distributing and selling photovoltaic modules and related products and solutions.

B. Buyer desires to procure and purchase from Seller, and Seller desires to supply, sell and deliver to Buyer, certain photovoltaic modules for installation in the United States.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the Parties hereby agree as follows:

Terms and Conditions

1. Definitions and Construction

1.1 Definitions. In this Agreement the following terms shall have the following meanings:

"**Affiliate**"	Means, with respect to a Party, an entity that controls, is controlled by, or is under common control with, such Party, where "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.
"**Agreement**"	Has the meaning set forth in the Preamble.
"**Agreement Price**"	The meaning set forth in Section 3.1.
"**Agreement Quantity**"	The meaning set forth in Section 3.2.
"**Alternate Delivery**"	The meaning set forth in Section 4.4.
"**Applicable Taxes**"	The meaning set forth in Section 7.5.
"**Business Day**"	Any day other than weekends, public holidays and days where banks are not open for business in the jurisdiction of governing law set forth in Section 13.
"**Buyer**"	The meaning set forth in the preamble to this Agreement.

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"**Change in Law**"	[redacted]
"**Commercial Terms**"	The commercial terms set forth in Appendix 1.
"**Confidential Information**"	The terms of this Agreement, and each Party's proprietary or confidential information, Intellectual Property, business plans, technology, products, and financial or operational data disclosed to the other Party (in whatever form and medium, and whether identified as confidential information or not) by reason of the Parties relationship under this Agreement; including information derived in whole or in part from Confidential Information, but not including any information that is already public as of, or that becomes public after the Effective Date (other than as a result of a breach by the other Party).
[redacted]	[redacted]
"**Delivery Date**"	The meaning set forth in Section 4.1.
"**Delivery Location**"	The meaning set forth in Section 4.1.
"**Effective Date**"	The meaning set forth in the preamble to this Agreement.
"[redacted]	[redacted]
"Final Damage Notice Period"	The meaning set forth in Section 6.2.
"**Financing Party**"	(i) Any and all lenders providing senior or subordinated construction, interim or long-term debt or other financing or refinancing to Buyer or its Affiliate, (ii) any and all equity investors in Buyer or its Affiliate providing tax equity investment or leveraged lease-financing or refinancing (or any other equity investor that

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	makes a capital contribution to Buyer or its Affiliate in cash or in kind) or (iii) any person providing credit support to Buyer or its Affiliate, in each case in connection with a project or a portfolio of projects and, in each case, any trustee or agent acting on behalf of the Buyer or its Affiliate.
"**Force Majeure Event**"	[redacted]
"**Governmental Authority**"	Any foreign, domestic, federal, territorial, state or local governmental authority of any nature (including any government and any governmental agency, instrumentality, court, tribunal or commission, or any subdivision, department or branch of any of the foregoing) or body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature.
"**Government Official**"	Any officer or employee of a Governmental Authority or any department, agency or instrumentality thereof, including but not limited to state-owned or state-controlled entities, or of a public organization or any person acting in an official capacity for or on behalf of any such government, department, agency, or instrumentality or on behalf of any such public organization.

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"Indemnitor"	The meaning set forth in Section 9.5.
"Indemnitees"	The meaning set forth in Section 9.5.
"Initial Damage Notice Period"	The meaning set forth in Section 6.2.
"**Installation Manual**"	The meaning set forth in Section 4.6.
"**Intellectual Property**"	All intellectual property, owned by either Party, whether registered or unregistered, including without limitation all copyrights, designs, patents, utility patents, trademarks and domain names, trade secret rights and know-how.
"**Losses**"	The meaning set forth in Section 9.5.
"**Maximum Delay Date**"	The meaning set forth in Section 4.4.
"**MW**"	Megawatts (direct current) of peak nominal power at Standard Test Conditions.
"**Party**" or "**Parties**"	The meaning set forth in the preamble to this Agreement.
"**Product(s)**"	Photovoltaic modules manufactured by Seller to the agreed Specifications.
"Rules"	The meaning set forth in Section 13.2.
"**Seller**"	The meaning set forth in the preamble to this Agreement.
"**Seller Parent Guaranty**"	The meaning set forth in Section16.11.
"**Specifications**"	The Product specifications set forth in Appendix 2.
"**Standards**"	[redacted]
"**Standard Test Conditions**"	[redacted]
"UFLPA"	The meaning set forth in Section 8.3.

1.2 Construction. The following rules of construction will apply throughout this Agreement:

(a) This Agreement includes any amendments or other modifications and supplements, and all exhibits, schedules, appendices and other attachments to it. If any term of this Agreement conflicts with any term of an exhibit, schedule, appendix or other attachment to it, this Agreement shall supersede such exhibit, schedule, appendix or other attachment.

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(b) Headings are for ease of reference only and do not affect interpretation.

(c) The singular includes the plural and vice versa.

(d) "Including" and any other words or phrases of inclusion shall not be construed as terms of limitation, so that references to "included" matters shall be regarded as non-exclusive, non-characterizing illustrations.

(e) All monetary amounts or references to "dollars" or "$" mean United States dollars (USD).

1.3 The following documents are incorporated into this Agreement by reference:

[redacted]

2. Purchase and Sale

2.1 Terms of Sale. Buyer shall purchase the Products from Seller, and Seller shall sell the Products to Buyer, in accordance with the terms of this Agreement. No separate purchase order is required. If Buyer elects to

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submit a purchase order, to the extent of any inconsistency between this Agreement and any purchase order, confirmation, invoice or other documentation issued by either Party under this Agreement, this Agreement shall take precedence; provided that, if a purchase order mutually agreed and executed by the Parties expressly purports to change any delivery or payment terms, then the purchase order shall take precedence in respect of such terms only, and such changes shall be deemed to be adopted as an amendment to this Agreement.

2.2 Specifications and Standards. The Products provided by Seller hereunder shall, as of the time of delivery, comply in all material respects with the Specifications and Standards.

2.3 No Encumbrances. All Products supplied to Buyer under this Agreement shall be free from any claim of any nature by any third person including ownership, liens and encumbrances, and Seller shall convey clear title to Products to Buyer [redacted].

3. Agreement Price, Agreement Quantity and Changes

3.1 Agreement Price. Buyer shall pay Seller the unit price (in U.S. dollars per watt) identified in the Commercial Terms (the "**Agreement Price**") for the Products purchased under this Agreement. The Agreement Price is exclusive of [redacted] (each as identified in the Commercial Terms), each of which shall be invoiced as a separate line item when applicable.

3.2 Agreement Quantity. Buyer shall purchase from Seller, and Seller shall sell and deliver to Buyer, the quantity of Products (calculated based on nominal max power output) identified in the Commercial Terms (the "**Agreement Quantity**"). Buyer acknowledges that the Agreement Price offered by Seller to Buyer is based on the Agreement Quantity that Buyer commits to purchase pursuant to this Agreement.

3.3 Changes. Any change by either party to this Agreement, including but not limited to changes to lead time, destination or delivery terms, shall require the other party's written confirmation to become binding. No party has the right to cancel this Agreement, or any portion thereof without the other party's prior written approval.

4. Delivery Terms

4.1 Delivery. Seller will ensure that the Products ordered by Buyer will be located at the US sites identified in the Commercial Terms (the "**Delivery Location**") by the applicable delivery date identified in the Commercial Terms (the "**Delivery Date**"), as such date may be extended for events of Force Majeure. Transshipment and partial shipment will be allowed. The applicable Incoterm shall be [redacted] Neither Party may postpone or cancel delivery of the Products without the written consent of the other Party. Seller shall immediately notify Buyer in writing of any anticipated delay in meeting the delivery schedule, stating the reasons for the delay. Seller shall notify or cause to be notified Buyer by fax or email of all shipping details within [redacted] after each shipment has been dispatched. Within a reasonable time of shipment, Seller shall send or cause to be sent the following documents, as applicable, to Buyer or its forwarding agent:

(a) Bill of lading;

(b) Packing list (only for shipments departing from a third-party warehouse); and

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(c) Flash test data for the Products in Excel format.

4.2 Title; Risk of Loss. Title and risk of loss or damage to the Products [redacted]

4.3 Site Access. If Products are scheduled for delivery to the Buyer's project site or warehouse, then Buyer shall provide Seller with adequate access to the site or warehouse to complete the delivery within the scheduled delivery window. Buyer's obligations under this requirement include, [redacted]

4.4 [INTENTIONALLY OMITTED].

4.5 Delivery Delay by Seller. [redacted]

4.6 Installation Manual. Buyer shall comply in all material respects with all relevant and commercially reasonable provisions of the installation manual for the Products provided by Seller (the "**Installation Manual**") with respect to transportation, loading and unloading.

5. Packaging; Shipping Marks

5.1 Packaging. The Products shall be packed in cases suitable for long distance transportation as specified in [redacted]

5.2 Shipping Marks. Seller shall mark the job number, pallet or container number, bar code number, and UL standard shipping marks on each shipment of the Products.

6. Inspection; Rejection

6.1 Inspection. [redacted] (the "**Visual Inspection Period**") Buyer shall remove the Products from the Delivery Location. Buyer shall visually inspect the Products prior to or during the loading process at the time of removal from the Delivery Location. after Buyer is granted unrestricted

access to enter the location where the Products are located. The "**Access Date**" for any Product shall be [redacted]

6.2 Rejection. Within [redacted]

7. Payment; Taxes; Security

7.1 Payment Terms. Buyer shall pay Seller the Agreement Price in accordance with the payment terms stated in the Commercial Terms. [redacted]

7.2 No Deductions or Offsets. [redacted]

7.3 Late Payment Interest. [redacted]

7.4 Reserved.

7.5 Taxes; Duties and Tariffs.

7.6 [INTENTIONALLY OMITTED].

8. Seller's Warranties

8.1 Specifications and Standards. Seller warrants to Buyer that, at the time of delivery to Buyer, the Products provided by Seller hereunder shall comply with and meet all , including but not limited to public safety, health and environmental standards. Seller warrants all Products sold under this Agreement according to the terms and conditions of the Limited Warranty Statement attached hereto as Appendix 3.

8.2 Intellectual Property. Subject to the preceding sentence, Buyer acknowledges that Seller and/or its affiliates retain all intellectual property rights comprising, embodied in, or practiced in connection with the Products. Seller hereby represents and warrants to Buyer that the Products purchased under this Contract do not .

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[redacted]

[redacted]

[redacted]

8.3 UFLPA. [redacted]

[redacted]

8.4 [redacted]

9. Limitations of Liability

9.1 [redacted]

Docusign Envelope ID: 34F95D2E-0357-4AD2-BB3F-978D881C4F91

[redacted]

9.2 [redacted]

9.3 [redacted]

9.4 Each Party acknowledges that the foregoing limitations are an essential element of this Agreement between the Parties and that in the absence of such limitations the pricing and other terms set forth in this Agreement would be substantially different.

9.5 Indemnification. [redacted]

10. Confidentiality; Ownership; License

10.1 Confidentiality Obligation. The Parties agree that all Confidential Information shall be kept confidential for [redacted] after termination of this Agreement and shall not be disclosed without the prior written consent of the other Party except as expressly provided herein. A Party may disclose Confidential Information without the prior written consent of the other Party: (i) to the extent such information (a) is required to be furnished in compliance with applicable law or regulations, or pursuant to any legal proceedings or because of any order of any court binding upon a Party, or (b) must be disclosed pursuant to any rules or requirements of any stock exchange that are applicable to a Party, or its Affiliates; or (ii) to the following persons or entities to the extent such Party or its Affiliates need them to perform an obligation

or enforce a right under this Agreement or to evaluate a transaction in connection to the Agreement: (a) employees, officers and directors of such Party or its Affiliates, (b) any prospective or actual consultant, contractor or agent retained by such Party or its Affiliates where disclosure of such information is essential to such consultant's, contractor's or agent's work for such Party or its Affiliates, (c) to attorneys, accountants or auditors engaged or expected to be engaged by any Party where disclosure of such information is essential to such attorney's, accountant's or auditor's work for such Party or its Affiliates (d) [redacted], including any consultant engaged by such [redacted] or transferee. Each Party shall take precautions to prevent disclosure or use of Confidential Information other than as authorized in this Agreement. The precautions to be taken by a Party must be at least as effective as those taken by such Party to protect its own Confidential Information or those that would be taken by a reasonable person in the position of the that Party, whichever are more effective, and include but are not limited to, obtaining from recipients described in Section 10.1 (ii) an undertaking of confidentiality substantially in the same form and content as this Agreement. The Party disclosing Confidential Information pursuant to this Section 10.1 (ii) shall be responsible to the other Party for any act or omission of the persons or entities described in that Section that would have breached this Agreement if the action had been by the Party disclosing such Confidential Information. Nothing contained in this Agreement will be deemed to grant either Party any right, title or interest in the Intellectual Property which the other Party may have adopted or used at any time in the course of its business.

2. Return of Confidential Information. Each Party shall immediately return all Confidential Information upon the disclosing Party's request and in any case upon termination of this Agreement. Copies of Confidential Information still in a Party's possession shall be deleted upon the request of the disclosing Party as far and as long as they are not required to remain in such Party's possession due to statutory preservation or corporate governance policies.

3. Ownership. Buyer acknowledges that any and all rights in and to Seller's Intellectual Property related to the Products are and shall remain the property of Seller, and Buyer shall not at any time during or after the expiration or termination of this Agreement in any way question or dispute the ownership thereof by Seller. All software, even if embedded in the Products, is [redacted]. All rights not expressly granted under this Agreement are reserved.

11. Term and Termination

11.1 This Agreement shall become effective on the Effective Date and automatically expire on the earliest of the full performance or discharge of all the obligations of the Parties hereunder, or the earlier termination of this Agreement by:

(i) [redacted]

[redacted]

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[redacted]

11.2 The expiration or termination of this Agreement will not relieve either Party of any obligation previously accrued or any obligation persisting, accruing or arising thereafter. Expiration or termination of this Agreement will not release either Party from the obligation to make payment to the other Party of all amounts then and thereafter due and payable under this Agreement. The provisions of [redacted] shall survive the expiration or termination of this Agreement.

12. Relief Events

12.1 Change in Law. [redacted]

12.2 Force Majeure. A Party shall be excused from performance of, and shall not be in breach with respect to, any obligation under this Agreement (except for an obligation to pay money when due), to the extent that such party's failure or delay in performance is due to a Force Majeure Event. A Party claiming that its performance has been impacted by a Force Majeure Event shall notify the other Party within [redacted] after the occurrence of the Force Majeure Event and such notice shall provide details regarding the nature of the Force Majeure Event and its impact or estimated impact on the notifying Party's performance of the Agreement, including the expected duration of any delay. The affected Party must use reasonable efforts to mitigate the effects of Force Majeure Events on its performance of the Agreement and must resume performance of the affected obligations as soon as reasonably practical after the cessation of the event.

13. Governing Law; Dispute Resolution

13.1 Governing Law. [redacted]

13.2 Dispute Resolution.

(a) Any dispute arising from or relating to this Agreement may be referred by a Party for dispute resolution by written notice to the other Party. The senior management of the Parties shall

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promptly meet to attempt to resolve in good faith any dispute notified by a Party hereunder. To the fullest extent possible under the circumstances, each Party must continue to perform its obligations unrelated to the subject-matter of the dispute in accordance with this Agreement until the dispute has been finally resolved.

(b) [redacted]

14. Compliance with Law

14.1 Product Compliance. The Products shall meet any and all applicable state and federal laws and regulations, including but not limited to laws regarding public safety, health and environmental standards.

14.2 Economic Sanctions and Export Control Laws. Buyer acknowledges and agree that the Products are being sold for purposes of installation in the United States. Buyer shall not (a) directly or indirectly export, re-export or otherwise transfer the Products or any part thereof or (b) broker, finance or otherwise facilitate any transaction involving the Products, in violation of any economic sanction laws administered by the Office of Foreign Assets Control of the U.S. Treasury Department or any other governmental authority imposing economic sanctions and trade embargoes against designated countries, entities or persons. Buyer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release the Products or any part thereof, in violation of applicable export control laws. Unless otherwise expressly stated herein, Buyer shall not re-sell or transfer the Products outside of the United States without the express written consent of Seller. Such consent may be conditional upon the provision of an end user/end-use statement or certification of compliance that provides details regarding the identity of the buyer, transferee or end user and the proposed location of installation of the Products.

14.3 Anti-Bribery and Anti-Corruption. Each Party shall comply with all applicable anti-money laundering, anti-terrorist financing and anti-corruption and bribery laws and regulations, including but not limited to the Foreign Corrupt Practices Act of 1977 (15 U.S.C. §§ 78dd-1, et seq.). Each Party shall have and will continue to maintain in place and enforce throughout the term of this Agreement adequate policies and procedures to ensure compliance with the above-noted laws. Each Party acknowledges and agrees that a breach of this

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Section shall constitute a [redacted] that shall entitle the other Party to [redacted].

14.4 Without limiting any other provisions of this Article 14 or elsewhere in this Agreement, each Party shall comply with all laws, regulations, rules and ordinances applicable to this Agreement; provide that, Buyer acknowledges that the Products are being purchased form Seller's inventory and are not made to order, and as such, Seller does not represent that the Products comply with any applicable local laws, ordnances or permitting requirements or agree to modify the Products in order to effect any such compliance.

15. Representations and Warranties

15.1 Reciprocal Representations and Warranties. Each Party represents and warrants the following to the other Party:

(a) It is duly incorporated and validly existing under the laws and regulations applicable in its jurisdiction of incorporation and is in good standing.

(b) It has the power to execute this Agreement and to perform its obligations under it and has taken all action necessary to authorize such execution and the performance of such obligations.

(c) This Agreement will, once executed, constitute legal, valid and binding obligations such Party in accordance with its terms.

(d) Its execution of this Agreement and the performance of the obligations thereunder do not and will not conflict with or constitute a default or offence under any provision of any law, regulation or circular applicable in its jurisdiction of incorporation.

(e) To its knowledge, neither the Party nor its employees, representatives, Affiliates or agents has provided, offered, gifted or promised, directly or indirectly, anything of value to any Government Officials, political party or candidate for government office, nor provided or promised anything of value to any other person while knowing that all or a portion of that thing of value would or will be offered, given, or promised, directly or indirectly, to any Government Official, political party or candidate for government office, for the purpose of:

(i) influencing any act or decision of such official, party or candidate in his or her official capacity, inducing such official, party or candidate to do or omit to do any act in violation of their lawful duty, or securing any improper advantage for the benefit of the Party; or

(ii) inducing such official, party or candidate to use his or her influence with his or her government or instrumentality to affect or influence any act or decision of such government or instrumentality, in order to assist the Party in obtaining or retaining business for or with, or directing business to, any person.

16. General

16.1 Notices. All notices required to be given hereunder shall be given in writing to the recipient at the address or number stated below. All notices shall, deemed given (a) if sent by courier, on the date when left at the address of the recipient if such date is a business day or on the next business day if such date is not a business day, and (b) if sent by email, upon receipt by the sender of an email confirming receipt (or

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otherwise evidencing receipt) of the notice by the recipient (in which case the email will be deemed received on the date it was actually received by the recipient if such date is a Business Day, or on the next Business Day if such date is not a business day). An automatic "read receipt" shall not constitute confirmation of receipt for purposes of this Section 16.1.

Buyer: [redacted]

With copy to:
Attention: [redacted]

Seller: Attention: [redacted]

2. Waiver. No delay or omission on the part of any Party in exercising any right, power or remedy provided by law or under this Agreement shall impair such right, power or remedy, or operate as a waiver thereof.

3. Entire Agreement. This Agreement may be modified or amended only by written agreement of the Parties. Revisions to logistical matters, such as delivery schedules, Delivery Location and bin classes may be agreed by an exchange of email. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements, undertakings, warranties and arrangements of any nature whatsoever, whether or not in writing.

4. Binding Effect. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and permitted assigns.

5. Assignment

(a) Except as expressly provided in Section 16.5(b), neither party shall be entitled to assign or transfer its rights or obligations under this Agreement without [redacted] Any purported assignment, novation or transfer without such consent is void.

(b) Buyer shall have the right to assign this Agreement without the consent of Seller (i) to its Financing Parties providing financing to a project in which the Products are installed, on the condition that such assignment is a collateral assignment only, and on enforcement of such collateral assignment by such Financing Parties, the collateral assignee may assume, or cause any purchaser at any

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foreclosure sale or any assignee or transferee under any instrument of assignment or transfer in lieu of foreclosure to assume, all of the interests, rights and obligations of Buyer hereunder, or (ii) to any Affiliate of Buyer for the purpose of developing, financing or owning a solar project, provided that any assignment under this Section 16.5(b)(ii) must satisfy at least one of the following conditions: (1) Buyer has paid Seller in full under this Agreement, (2) the assignee is creditworthy as determined by Seller in its sole discretion, or (3) Buyer remains jointly and severally liable for all of the assignee's obligations under this Agreement.

6. No Agency. The relationship established by this Agreement between Seller and Buyer is that of independent contractors. Nothing contained in this Agreement shall be construed as constituting a joint venture, partnership, employer/employee, fiduciary, agency or other relationship between Seller and Buyer.

7. No Third-Party Beneficiaries. This Agreement confers no rights whatsoever upon any party other than Seller and Buyer and shall not create, or be interpreted as creating, any standard of care, duty or liability to any party not a Party hereto.

8. Severability. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

9. Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Party to this Agreement will execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform its obligations under this Agreement and the transactions contemplated hereby.

10. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument. This Agreement may be electronically signed and the electronic signatures appearing hereon are the same as handwritten signatures for purposes of validity, enforceability and admissibility.

11. Seller Parent Guaranty. [redacted]

[*SIGNATURE PAGE FOLLOWS*]

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For Execution

IN WITNESS WHEREOF, the authorized signatories of the Parties have signed this Agreement as of the Effective Date.

CANADIAN SOLAR (USA) INC. [redacted]

By: [redacted]

Name

Title:

DTE ELECTRIC COMPANY

By: [redacted]

Name:

Title: _____

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For Execution

Appendix 1

Commercial Terms

1. **Product Description/Agreement Price:**

[redacted]

[redacted]

[redacted]

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2. **Delivery Date:** [redacted]

3. **Deliver Locations:**

   [redacted]

   [redacted]

   [redacted]

4. **Applicable Incoterm:** [redacted]

5. **Payment Terms:** [redacted]
   [redacted]

6. **Buyer Billing Address:**

   [redacted]
   [redacted]
[redacted]

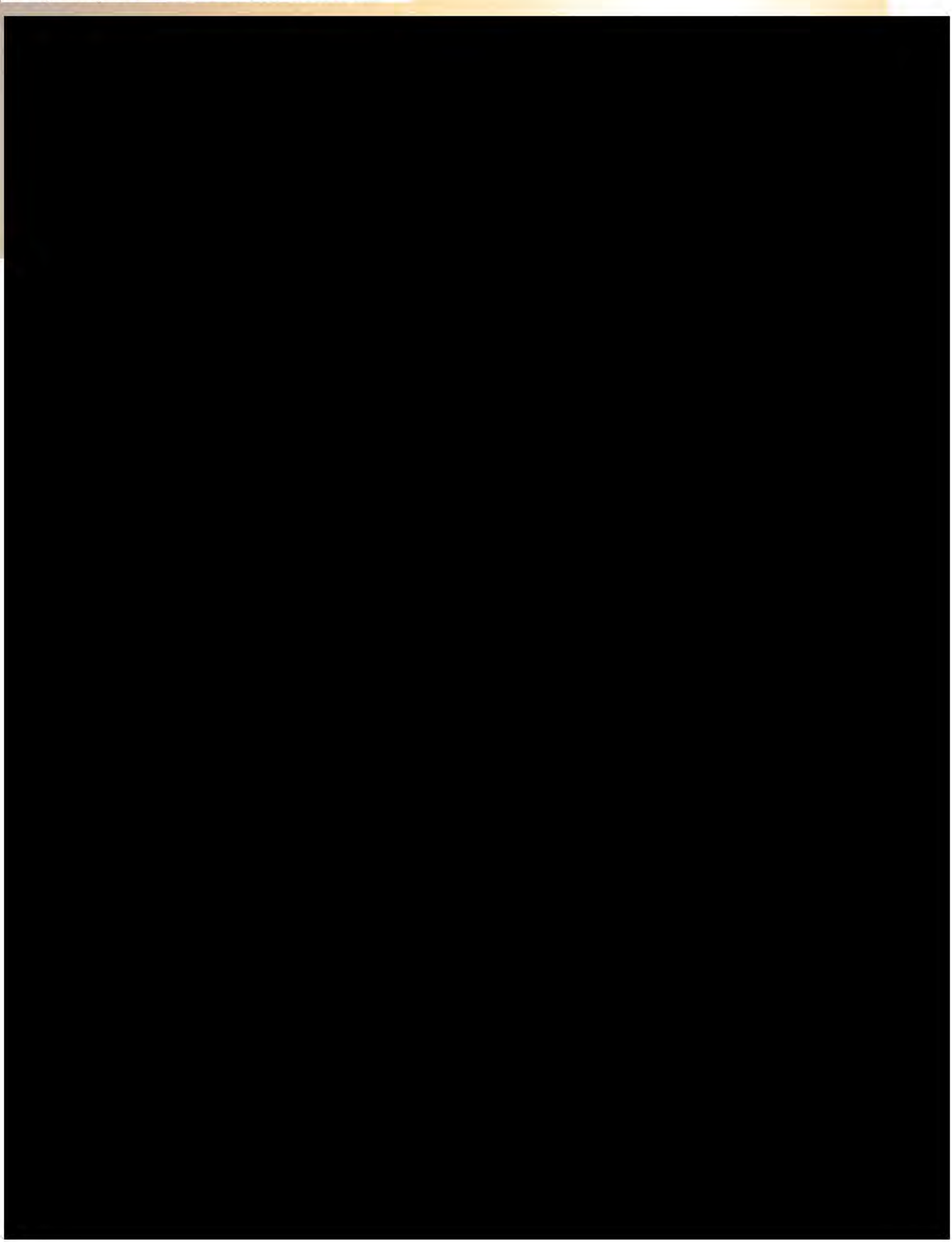
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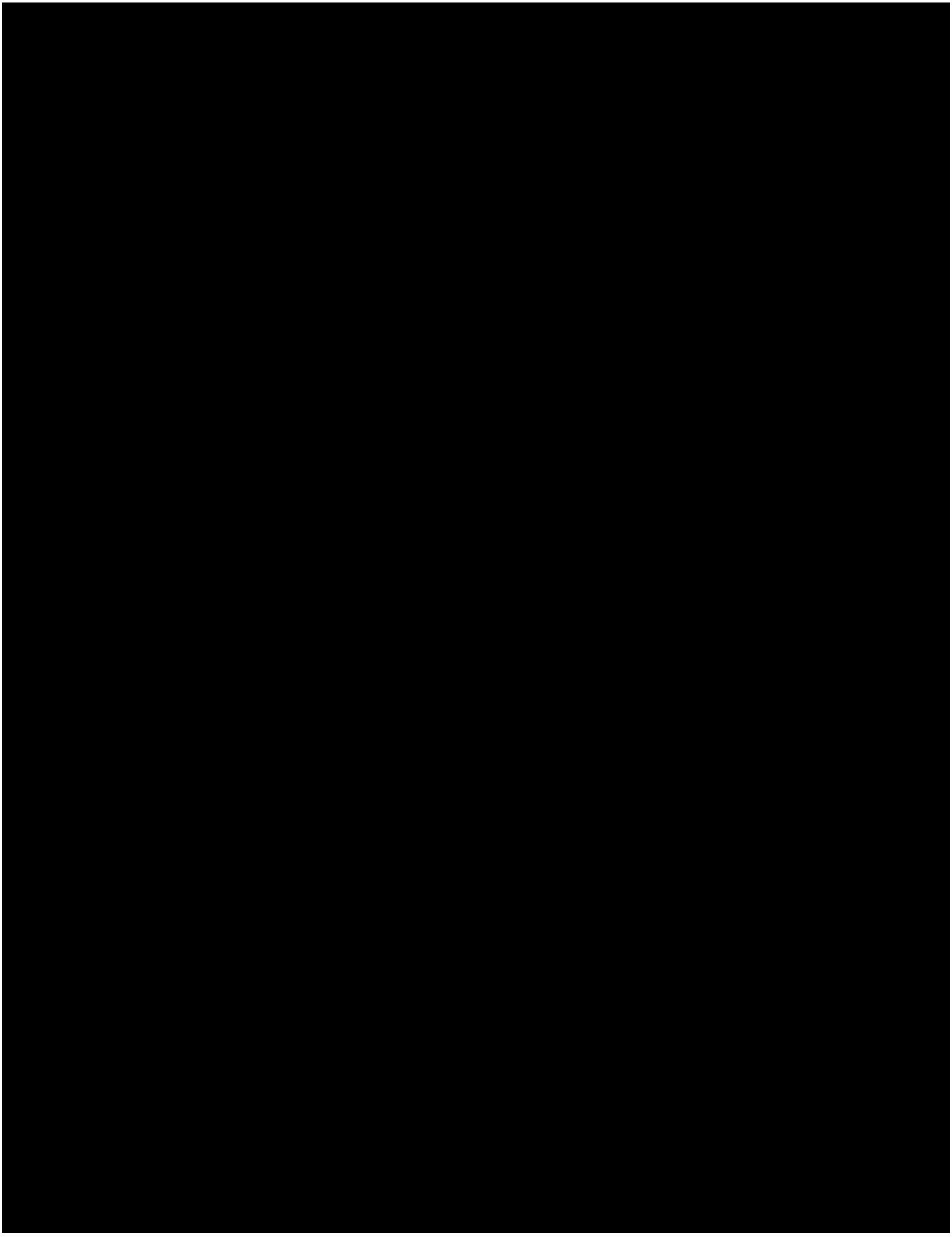
Appendix 2

Specifications

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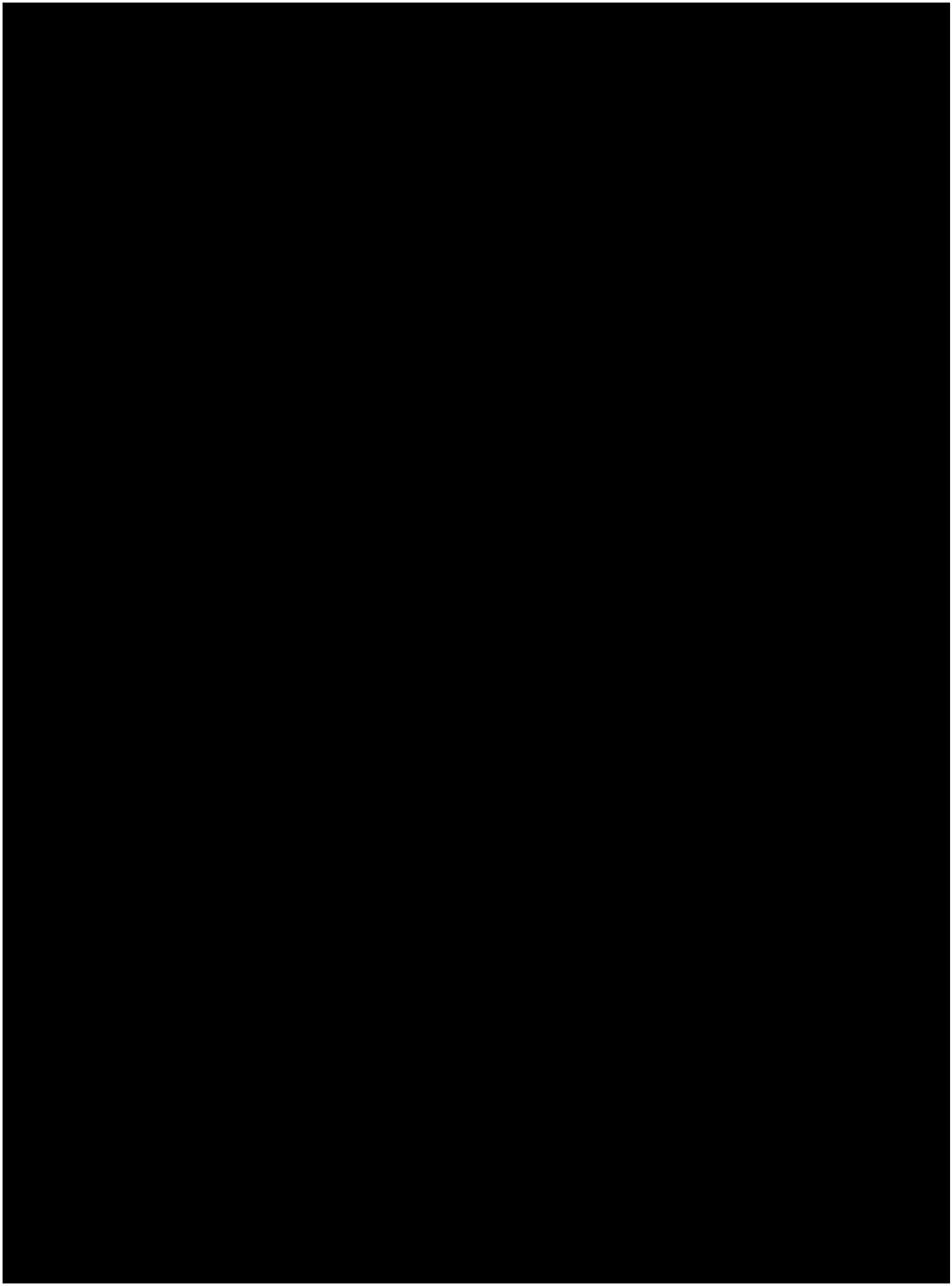


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CanadianSolar

[redacted]

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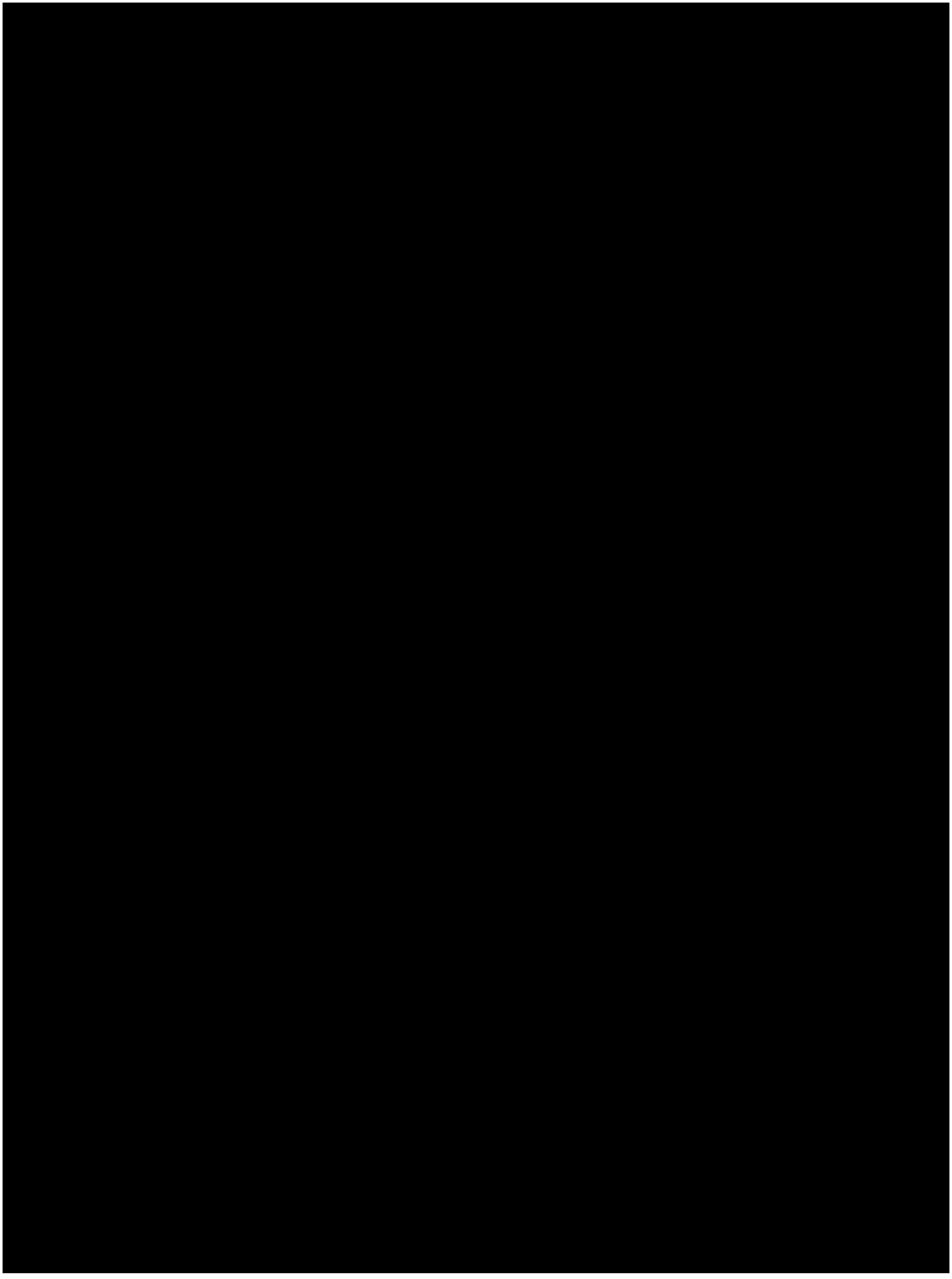


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CanadianSolar

[redacted]

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Appendix 3

Limited Warranty Statement

[redacted]

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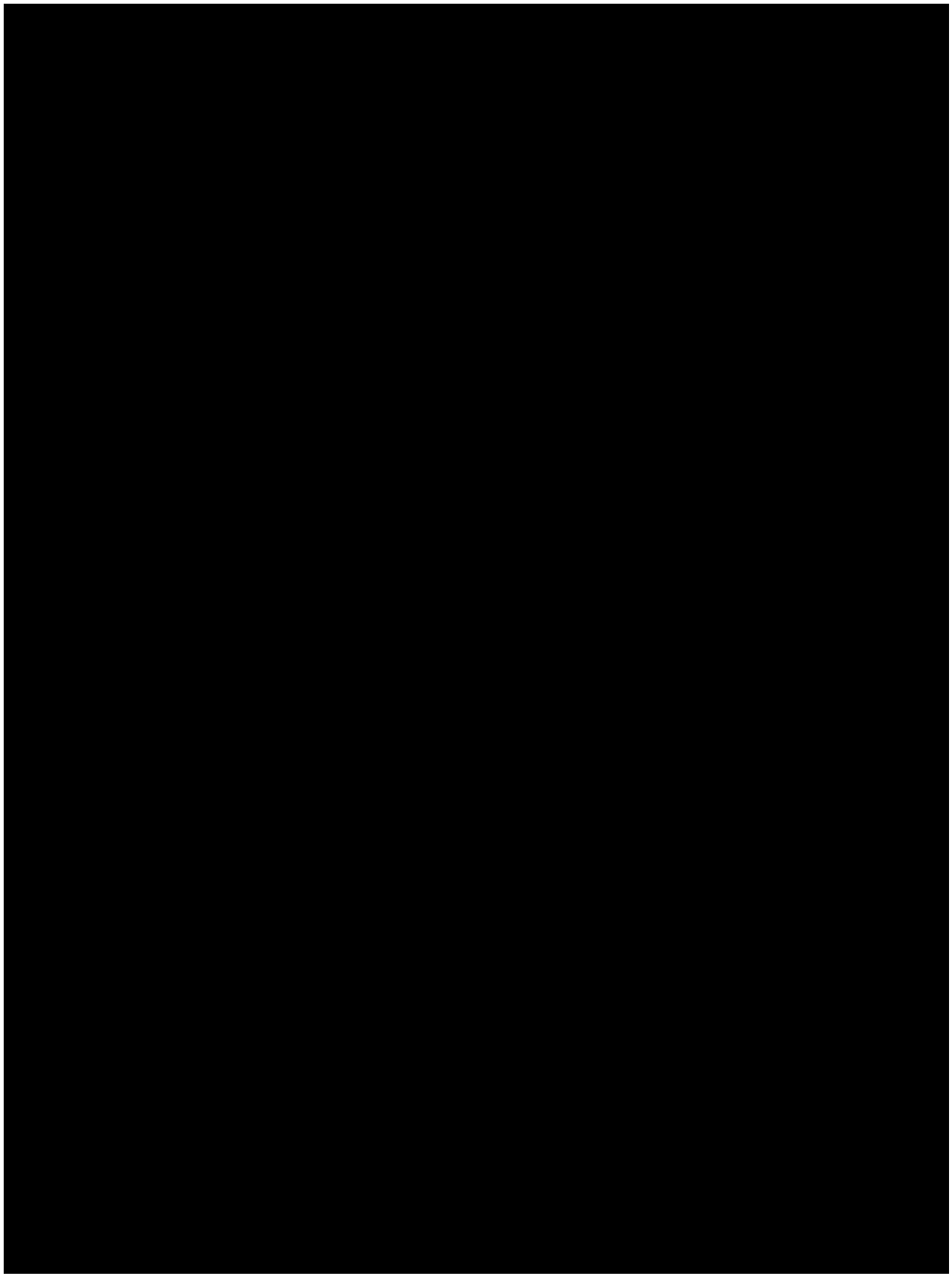




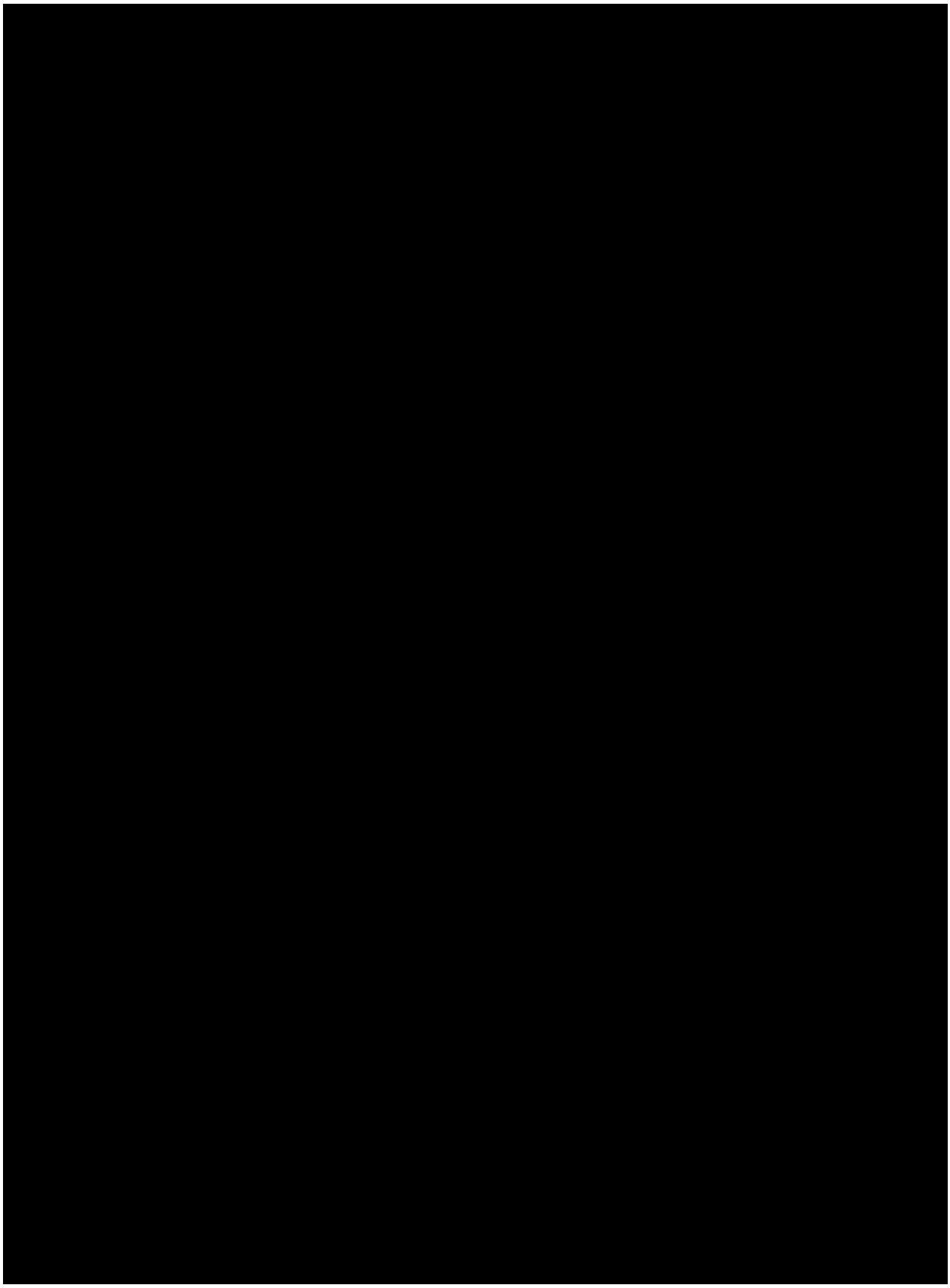




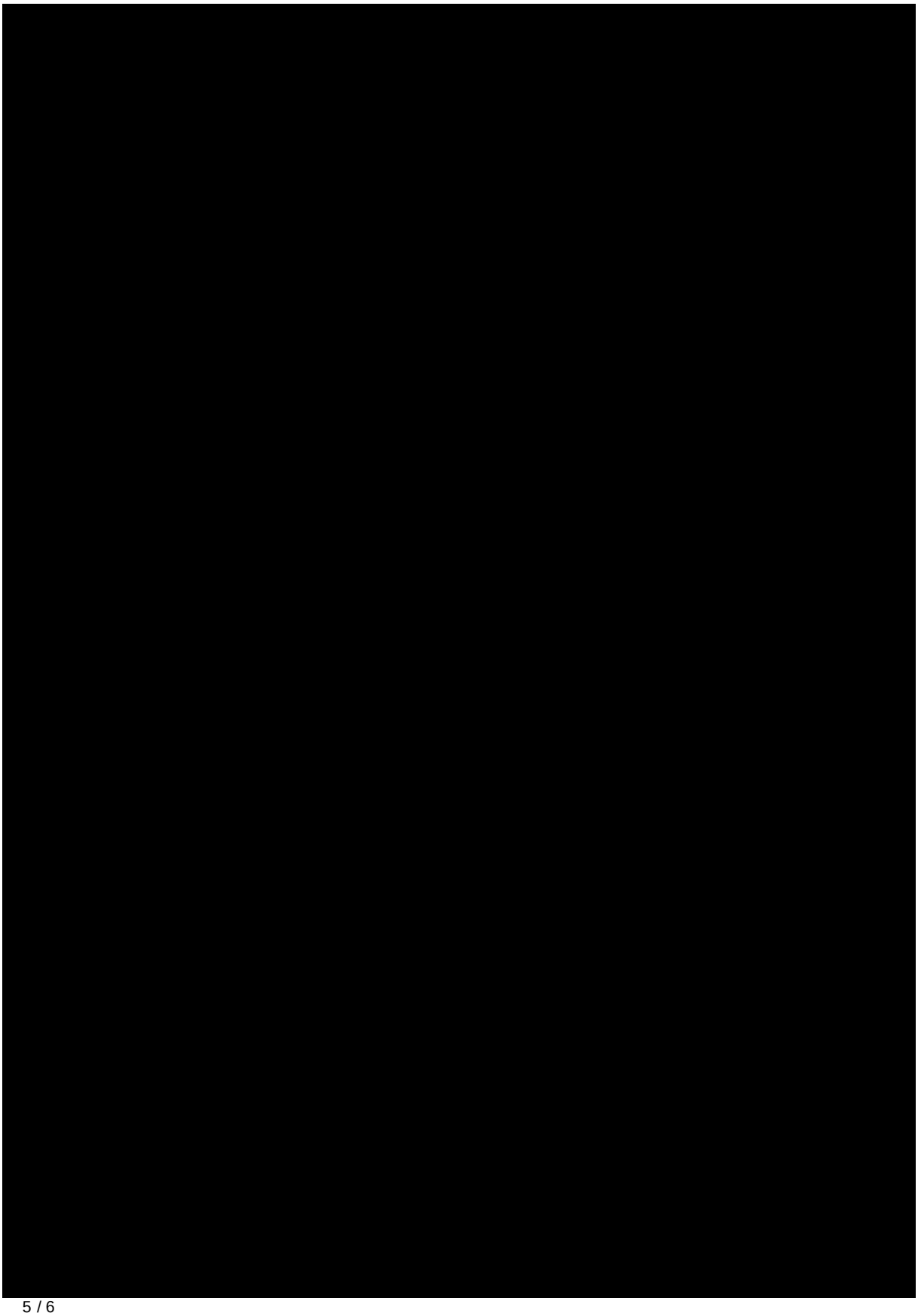
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Appendix 4

Form of Seller Parent Guaranty

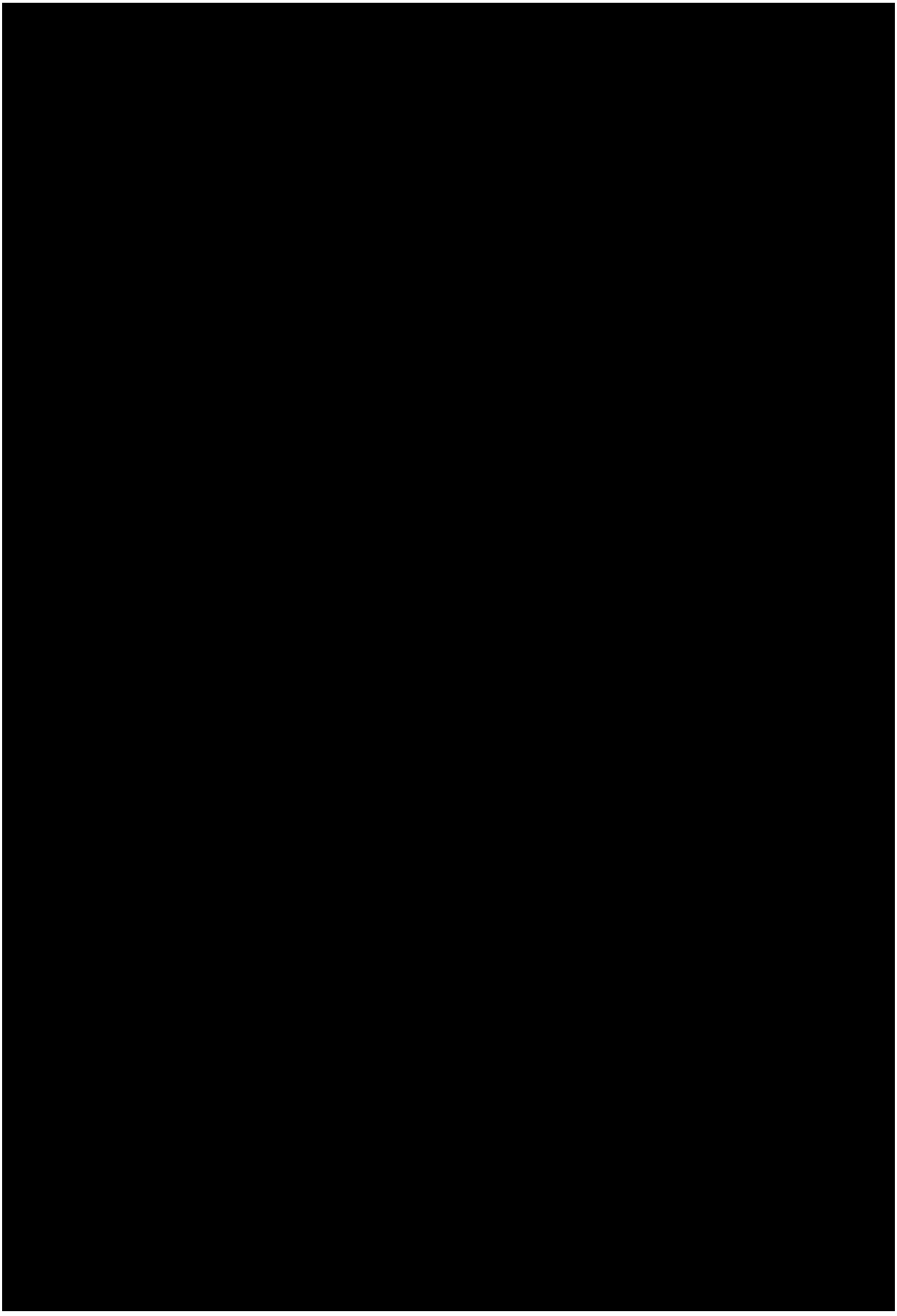
PARENT GUARANTY

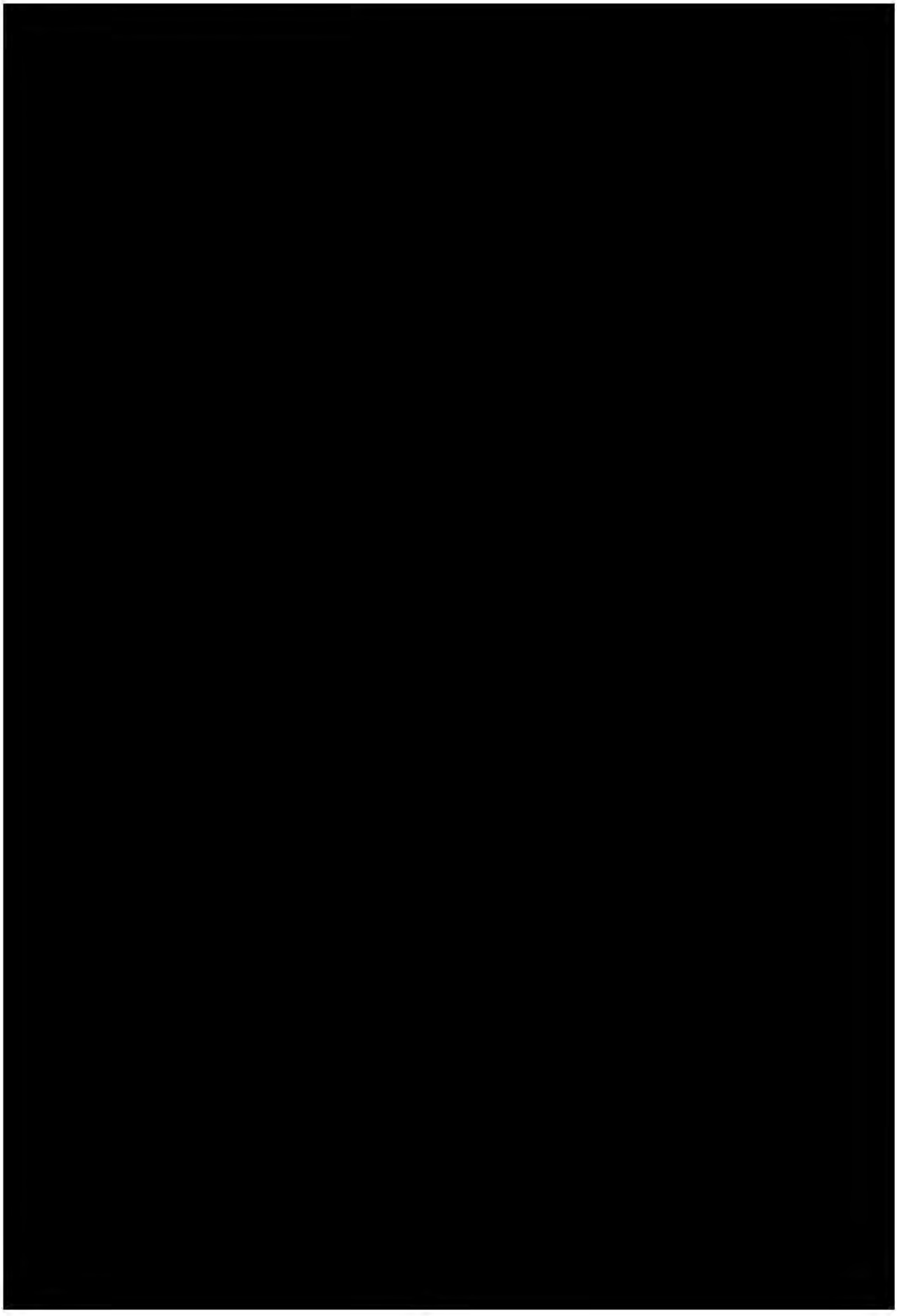
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[redacted]

If to Guarantor:

[redacted]

With a copy to:

[redacted]

If to Beneficiary:

[redacted]

[redacted]

[redacted]

[redacted]

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[redacted]

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IN WITNESS WHEREOF, THIS GUARANTY HAS BEEN DULY EXECUTED AND DELIVERED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

CSI SOLAR CO., LTD.

By: [redacted]

Nam [redacted]

Title [redacted]

ACCEPTED AND AGREED:

DTE ELECTRIC COMPANY

By: [redacted]

Name: [redacted]

Title: [redacted]

MASTER SUPPLY AGREEMENT

This Master Supply Agreement ("Agreement") is made and entered into as of 8 April, 2022 (the "Effective Date") by and between DTE Electric Company, a Michigan Corporation with offices at One Energy Plaza Drive, Detroit, MI 48226 ("Buyer") and New East Solar Energy (America) Inc., a California limited liability with offices at 4411 Schaefer Ave., Chino, CA 91710 ("Seller").This Master Supply Agreement number is referred as "YYP220207" Buyer and Seller may each be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Seller is in the business of the selling photovoltaic solar modules;

WHEREAS, Seller wishes to supply to Buyer, and Buyer wishes to procure from Seller, certain photovoltaic solar modules on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the respective covenants and undertakings herein, Seller and Buyer agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions and Rules of Interpretation**. Capitalized terms used in this Agreement without other definition shall have the meanings set forth in Exhibit A. The rules of interpretation set forth in Exhibit A shall apply to this Agreement unless the context requires otherwise.

2. SALE AND PURCHASE

2.1 **Purchase and Sale**. Buyer agrees to purchase, and Seller agrees to sell, Modules on the terms and conditions set forth in this Agreement.

2.2 **Purchase Orders**. Buyer shall submit a purchase order for each order of Modules under this Agreement ("Purchase Order") indicating the following for the Modules that Buyer desires to purchase: the volume, product name and nameplate power rating, price per Module, Delivery Date, and the Delivery Point. Seller shall either confirm or reject the Purchase Order. On the date the Purchase Order is confirmed by Seller, the Purchase Order is binding on both Parties and cannot be cancelled, terminated or changed except pursuant to Section 5 and Section 9. Any preprinted terms and conditions of any Purchase Order, or any document issued by Buyer that conflicts with, modifies, or restricts this Agreement, shall be null and void and such terms are hereby rejected with the exemption of any payment terms, delivery terms, warranty terms, liquidated damages, or where expressly excepted herein.

2.3 **Affiliate Purchase Orders**. Buyer Affiliate(s) may issue Purchase Order(s) under this Agreement if Seller approves, in its sole and absolute discretion, such Buyer Affiliate(s) for purchases under this Agreement ("Approved Buyer Affiliate(s)"). If an Approved Buyer Affiliate issues a Purchase Order under this Agreement and Seller accepts such Purchase Order in its sole and absolute discretion, then such Approved Buyer Affiliate shall be deemed to be the Buyer with respect to such Purchase Order and shall have all the obligations and rights of Buyer hereunder with respect to such Purchase Order. Notwithstanding the foregoing or any other provision of this Agreement or the Purchase Order, Buyer agrees that, except to the extent otherwise set forth in a Purchase Order, it shall be jointly and severally liable for all payment obligations with respect to any Purchase Orders issued by an

Approved Buyer Affiliate unless Buyer provides a guaranty of all payment obligations under any such Purchase Order in a form approved by Seller or provides such other credit support as is approved by Seller in its sole discretion.

2.4 [redacted]

3. PRICE, TERMS OF PAYMENT, AND TAXES

3.1 **Price**. Buyer shall pay the amounts due under each Purchase Order for the Modules ("Purchase Price") and any other applicable charges or fees provided for in this Agreement and set forth in such Purchase Order (the total amount, the "Purchase Order Amount"), as and to the extent set forth in this Agreement in the applicable Purchase Order.

3.2 **Invoices; Payment.**

(a) **Invoices**. Seller shall invoice Buyer in accordance with the terms of the applicable Purchase Orders. Each such Seller invoice shall be in substantially the form attached hereto as Exhibit A. Seller shall provide conditional lien waivers in form and substance reasonably satisfactory to Buyer with respect to the every [redacted] Delivered Modules.

(b) **Payment.** Buyer shall pay the undisputed portion of each invoice submitted by Seller in accordance with Section 3.2(a) within the timeline as specified on each Purchase Order. [redacted] Buyer and Seller shall hold video call/conference call weekly to discuss the status of any unpaid invoices. [redacted] If the buyer fails to pay the payments according to the contract, the delivery time shall be postponed accordingly. Payments made to Seller by Buyer hereunder shall be made by wire transfer of immediately available funds to the account of Seller as follows, or such other depository as Seller designates by notice to Buyer.

3.3 **Deposit**. [redacted]

3.4 **Taxes and Duties**.

(a) [redacted] If Buyer is exempt from any such tax, Buyer shall submit to Seller its certification of exemption in proper form issued by the applicable taxing authority prior to the time when such taxes would be otherwise

collected and paid. Notwithstanding such exemption certificates, Buyer shall remain liable for any such taxes that actually become due (except to the extent resulting from the actions or omissions of Seller), and shall indemnify, reimburse and hold Seller harmless from all costs (including payment of such taxes and any interest or penalties thereon) incurred by Seller in connection with Buyer's failure to pay any such taxes when due or to pay Seller for such amounts as invoiced.

(b) [redacted]

(c) [redacted]

4. SHIPPING; DELIVERY; DELAY

4.1 Shipping.

[redacted]

4.2 **Delivery.** Seller shall Deliver the Modules in accordance with the Delivery Dates, subject to changes in accordance with the provisions of Section 5. Seller must provide Buyer with immediate written notification when each shipment leaves from factory. Additionally, Seller shall provide [redacted] updates on the progress for goods in transit for the duration of the delivery schedule. Seller shall provide notice to Buyer promptly after it becomes aware that any Delivery of Modules may not occur by the Delivery Date, including an explanation for the delay, measures that Seller is taking to limit the delay and the estimated date of Delivery.

4.2.1 **Delivery Delay Liquidated Damages.** [redacted]

[redacted]

4.3 **Inspection Period; Acceptance.** [redacted]

4.4 **Storage.** [redacted]

5. CHANGES

5.1 **Changes**. Changes to the terms and conditions of this Agreement or a Purchase Order (a "Change") shall be made only in accordance with a duly issued order in writing executed by both Parties (a "Change Order"). The Change Order shall include: (i) a description of the Change, (ii) a price adjustment (increase or decrease) in the

Purchase Price, if any, resulting from the proposed Change, (iii) the effect of the Change, if any, on the Delivery Dates, or any other schedule or dates for performance hereunder, (iv) the effect of the Change, if any, on the Purchase Order, the Commercial Terms, the Technical Specifications or any other terms or conditions of this Agreement and/or Seller's ability to comply with any of its obligations under this Agreement and (v) any other required modification to this Agreement, specifying the provisions of this Agreement to be affected and modified. Changes shall be subject to mutual agreement of the Parties and no Change Order will be effective until executed by both Parties.

6. WARRANTIES

6.1 Limited Warranty; Serial Defect Warranty.

(a) **Limited Warranty**. Seller shall provide to Buyer the limited warranty set forth in [redacted] which is incorporated by reference into this Agreement ("Limited Warranty").

(b) **Serial Defect Warranty**. If, at any time during the applicability of the Limited Warranty, [redacted] supplied under a Purchase Order manifest the same or a substantially identical defect, then Seller shall, promptly after notification thereof by Buyer and at Seller's sole cost and expense: (i) conduct a comprehensive investigation and evaluation of the defective Modules (and any other Modules from the same lot that are sold to Buyer under such Purchase Order or any other Purchase Order) to determine the cause of such defects and whether such defects stem from the same root cause; and (ii) provide a detailed written report of the results of such root cause investigation and evaluation to Buyer as promptly as practicable, but in no event more than [redacted] after such notice from Buyer. If such defects stem, or are more likely than not to stem, from the same root cause (a "Serial Defect"), then Seller: (x) shall propose, within [redacted] after such determination, an action plan that is reasonably acceptable to Buyer to repair or replace all Modules affected or potentially affected by such Serial Defect, whether such Serial Defect has manifested itself in such Module or not; and (y) upon Buyer's acceptance thereof (which acceptance shall not be unreasonably withheld), Seller shall, at Seller's sole cost and expense, implement and complete such action plan as promptly as practicable thereafter. If Buyer disagrees with the results of any root cause investigation and evaluation performed by Seller pursuant to this Section 6.1(b), then Buyer may institute dispute resolution proceedings to determine whether a Serial Defect in fact exists.

6.2 **Exclusivity of Warranty and Remedies**. THE LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY FOR THE MODULES AND NO OTHER WARRANTIES FOR THE MODULES OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), SHALL APPLY. THE REMEDIES SET FORTH IN THE LIMITED WARRANTY ARE THE EXCLUSIVE REMEDIES OF BUYER FOR ANY FAILURE BY SELLER TO COMPLY WITH ITS WARRANTY OBLIGATIONS REGARDLESS OF WHETHER A CLAIM IS BASED ON WARRANTY, CONTRACT, INDEMNITY, TORT, STRICT LIABILITY OR OTHERWISE.

6.3 **Disclaimer of Other Representations or Descriptions**. ANY SUGGESTIONS BY SELLER OR ITS EMPLOYEES OR AGENTS REGARDING APPLICATION, USE OR SUITABILITY OF THE MODULES SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS EXPRESSLY CONFIRMED TO BE SUCH IN WRITING BY SELLER. ORAL STATEMENTS BY SELLER'S AGENTS OR EMPLOYEES CONCERNING PROPERTIES AND PERFORMANCE CHARACTERISTICS OF SELLER'S MODULES SERVE AS ILLUSTRATION AND ARE NOT BINDING, UNLESS SPECIFIED IN WRITING. PUBLIC STATEMENTS, ENDORSEMENTS OR ADVERTISEMENTS DO NOT CONSTITUTE CONTRACTUAL STATEMENTS OF QUALITIES REGARDING THE MODULES. STATEMENTS REGARDING

MEASUREMENTS, WEIGHTS, PROPERTIES AND QUALITIES REMAIN SUBJECT TO MINOR DEVIATIONS.

6.5 **Forced Labor**. Notwithstanding anything to the contrary herein, Seller represents and warrants that: (a) it does not, and will not, directly or indirectly through the sourcing of materials or equipment, use or employ, or permit the use of employment of, Forced Labor in connection with any mining, processing, procurement, or manufacturing process related to the Modules or the components thereof, or otherwise; (b) as of their respective manufacturing, the Modules (including each of the materials and components thereof) shall be in compliance with all Applicable Laws of the United States of America and international law regarding the use of Forced Labor; and (c) no Modules will be impounded or subject to a withhold release or similar order by any governmental authority in the United States of America upon importation into the United States of America on account of any violation or alleged violation of any Applicable Law, regulation, order, or directive issued by any governmental authority in the United States of America relating to Forced Labor. Seller's violation of this Section 6.5 shall be a material breach of this Agreement entitling Buyer to terminate the applicable Purchase Order(s) upon [redacted]' prior written notice to Seller.

7. TITLE; RISK OF LOSS

7.1 **Title.** [redacted]

7.2 **Risk of Loss.** [redacted]

8. FORCE MAJEURE

8.1 **Excused Performance**. Seller shall be excused from performance and shall not be or be deemed to be in breach of this Agreement to the extent that Seller's performance is delayed or prevented, directly or indirectly, by any [redacted]. In the event Seller claims [redacted], and the delays form such [redacted] in the aggregate, then [redacted]

8.2 **Effect of Force Majeure Event.** To claim relief hereunder with respect to a [redacted], Seller must, within [redacted] after Seller knows, or should have known, of the impact of such Force Majeure Event of its ability to timely perform hereunder, notify Buyer of such potential [redacted] and provide all information relating to such [redacted] n Seller's possession or control at such time. Seller shall use diligent, commercially reasonable efforts to overcome the impact of such [redacted] on its ability to perform hereunder and to avoid and/or minimize any delay resulting therefrom, and shall provide Buyer with periodic updates on such efforts as and to the extent reasonably requested by Buyer. Within [redacted] after such initial notice, Seller shall notify Buyer in writing of any further information regarding such [redacted] and, if possible, provide supporting evidence showing the anticipated impact of such [redacted] on Seller's performance hereunder. [redacted]

[redacted]

9. TERM AND TERMINATION

9.1 **Term**. The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year (the "Initial Term"). Unless a Party provides written notice to the other Party of its intent to terminate this Agreement at least [redacted] prior to the expiration of the Initial Term or the then-current Renewal Term, the term shall be automatically extended on an annual basis for an additional year (each such annual extension, a "Renewal Term" and together with the Initial Term, the "Term"). The Term shall be extended as necessary to allow the performance of any Purchase Order confirmed by Seller during the Term.

9.2 **Termination for Convenience.** [redacted]

9.3 **Termination for Default.**

[redacted]

[redacted]

(b) **Termination of Purchase Orders by Buyer**. [redacted]

(c) **Agreement**. [redacted]

9.4 **Remedies.** [redacted] If this Agreement is terminated in part or in whole by either Party or both Parties in accordance with this Section, neither Party shall be discharged from any other obligation or liability to the other Party incurred prior to the date of termination unless otherwise agreed in writing, and any payment obligation hereunder shall immediately become due and shall be completed within [redacted]

9.5 **Suspension.** If Buyer fails to cure a breach of any payment obligation relating to a Purchase Order within [redacted] after such payment is due, in addition to its other rights set forth herein, Seller may suspend any performance in part or in whole under such Purchase Order until such payment is made. For avoidance of doubt, Seller may, at its discretion, choose to suspend its performance first and still elect to terminate the Agreement pursuant to Section 9.3.

10. INTELLECTUAL PROPERTY

10.1 **Indemnity.**

(a) Subject to Section 10.1(b), Seller shall defend, hold harmless, and indemnify the Buyer Indemnitees from and against any Losses arising out of any suit, claim, or proceeding (a "Claim") brought by a third party: (x) arising out of or result from any breach by Seller of the representations set forth in Section 10.1(f) below; or (y) alleging that the Modules infringe the intellectual property rights of an unaffiliated third party on the condition that (i) Buyer, after becoming aware of such Claim, promptly delivers notice of such Claim to Seller, (ii) Buyer makes no admission of liability and gives Seller sole authority, at Seller's expense, to direct and control the defense and any settlement and compromise negotiations; provided that any settlement must, at no expense to Buyer: (A) pay or settle all damages and costs awarded in it against such Buyer Indemnitee; and (B) either: (I) procure for Buyer, or reimburse Buyer for procuring, the right to continue using the infringing Modules; or (II) modify or replace the infringing Modules to make them non-infringing, but without adversely affecting the performance, function, generating capacity, efficiency, operation, or expected design life of such Modules, and (iii) Buyer provides Seller with full disclosure and assistance that may be reasonably required to defend any such Claim.

(b) Seller shall have no obligation or liability with respect to any Claim based upon or resulting from (i) any Modules that have been altered (except for alterations by or at the express written direction or recommendation of Seller, including work or services performed pursuant to the Limited Warranty), (ii) the combination or use of the Modules with other products not provided by Seller or at its express written direction or recommendation when the combination is part of any allegedly infringing process, (iii) any Modules that were designed according to Buyer's specifications.

(c) If Buyer's use of the Modules is enjoined as the result of a Claim described in Section 10.1(a), then Seller, at its expense, shall use commercially reasonable efforts to have any injunction removed promptly at no cost or expense to Buyer or Owner, and shall promptly either (i) procure for Buyer, or reimburse Buyer for procuring, the right to continue using the affected Modules, or (ii) modify or replace the Modules to make them non-infringing with equivalent performance, function, generating capacity, efficiency, operation, and design life, such choice of remedy to be at Seller's discretion.

(d) The indemnities and remedies set forth in this Section 10.1 comprise Seller's sole and entire liability for infringement in respect of the Modules. Seller's obligations under this Article 10 shall survive any expiration or termination of this Agreement or any Purchase Order.

(e) Defense of any Claim for which Buyer is indemnified pursuant to this Section 10.1 shall be governed by the procedures set forth in this Section 10.1(e). An indemnitee may, at its own expense, assist in such defense or provide its own separate defense, provided that indemnitor, subject to the terms hereof, shall control its defense and all negotiations relative to its settlement of any such claim. An indemnitee shall promptly notify indemnitor in writing of any claim which such indemnitee believes falls within the scope of this Section 10.1, but failure to give such prompt notice shall not relieve the obligations of indemnitor described in this Section 10.1 except to the extent the indemnitor is prejudiced by the failure to give prompt notice. Seller shall not be entitled to any cost or schedule relief due to claims, defenses, or other actions required under this Section 10.1.

(f) Seller represents that: (i) Seller owns or has the right to use all intellectual property rights necessary to manufacture, modify, and sell the Modules, and to otherwise perform all of its obligations under this Agreement and each Purchase Order, in each case without infringing any patent, copyright, trade secret, or other intellectual property or proprietary right held by any other Person; (ii) Seller has not previously granted, and shall not grant, any rights in the Modules to any Person other than Buyer; and (iii) Buyer's use of the Modules will not infringe any patent, copyright, trade secret, or other intellectual property or proprietary right held by any third party.

10.2 **Other Intellectual Property Provisions.**

(a) Buyer expressly acknowledges that, as between Seller and Buyer, Seller (together with Seller's suppliers as applicable) owns all worldwide right, title and interest in and to all intellectual property rights embodied in the Modules and the components thereof, and agrees that, subject to Applicable Law, nothing in this Agreement will be construed as granting any rights to Buyer, by license or otherwise, in or to any Confidential Information or any patent, copyright, trademark, trade secret, or other intellectual property or proprietary rights of Seller or its suppliers, except as expressly specified in this Agreement. Seller acknowledges and agrees that between Seller and Buyer, Seller is responsible for obtaining all rights, licenses and permission for use of all intellectual property incorporated in the modules, and paying all required royalties and license fees unless otherwise agreed to in writing by Buyer. Notwithstanding the foregoing, Seller hereby grants, and shall cause any of its subcontractors and vendors to grant to Buyer and/or Owner (in each case at no additional cost) a perpetual, irrevocable, non-exclusive, sub-licensable, transferable and assignable, royalty free, fully paid up license to access, use, reproduce, display, modify, make derivative works of and otherwise exploit all or any intellectual property included in or arising from the Modules delivered under this Agreement for use in connection with the design, engineering, procurement, construction, start-up, testing, commissioning, operation, modification, maintenance, and decommissioning of the Work and/or the Plant. The foregoing license shall survive any expiration or termination of this Agreement.

(b) Buyer acknowledges that Confidential Information relating to the Modules and the components thereof is subject to the provisions of Section 11. In order to protect such Confidential Information and other interests that Seller and its suppliers may have therein, Buyer agrees that (except as provided in Section 10.2(c)) it shall not, and it shall not permit or authorize any third party to, reverse engineer, disassemble or examine or analyze for the purposes of reverse engineering the Modules or any components thereof, or attempt to determine any methods, technology or techniques used or embodied in the Modules or any components thereof.

(c) [redacted]

[redacted]

11. CONFIDENTIAL INFORMATION

11.1 Restrictions on Disclosure.

(a) In connection with this Agreement, Seller and Buyer (as to information disclosed, the "Disclosing Party") may each have provided or will provide the other Party (as to information received, the "Receiving Party") with Confidential Information.

(b) The term "Confidential Information" as used herein shall mean information relating to the subject matter of this Agreement that is exchanged between the Parties pursuant to this Agreement and that reasonably should be considered confidential or proprietary, including business or technical information, Documentation, pricing information for the Modules, information concerning customers or vendors, information concerning the terms of this Agreement, trade secret information, or any technology, invention, idea, process, formulation, method of manufacture, software, documentation, analytical method or data, whether disclosed orally or in written, graphic, electronic or other form.

(c) Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of acts or omissions by the Receiving Party, (ii) was in the possession of the Receiving Party on a non-confidential basis (other than in connection with the negotiation of this Agreement) prior to its disclosure by the Disclosing Party to the Receiving Party, (iii) becomes available to the Receiving Party from a source other than the Disclosing Party, provided, that such source is not bound by a confidentiality obligation, directly or indirectly, to the Disclosing Party, or (iv) is independently developed by Receiving Party without use or reliance upon the Disclosing Party's Confidential Information.

(d) Each Party agrees to take reasonable measures to preserve the other Party's Confidential Information in confidence and prevent disclosure thereof to third parties. The Parties shall exercise the same degree of care to preserve and safeguard the other Party's Confidential Information as they use to preserve and safeguard their own Confidential Information of like character, but in no event less than a reasonable degree of care. Each Party may disclose the Confidential Information of the other Party only to those of its directors, officers, employees, Affiliates, agents, legal counsel, advisors, lenders, potential lenders, and suppliers (collectively, its "Representatives"), on a strict need to know basis, who (i) are advised by such Party of this Agreement and (ii) are bound by an obligation of confidentiality to such Party on terms sufficient to ensure compliance with this Agreement. Additionally, Buyer may disclose the contents of any [redacted] notice delivered by Seller in whole or in part in its absolute discretion to any contractual counterparty relevant to the Plant, including the Owner. Each Party shall be responsible for any breach of this Agreement by its Representatives, and each Party agrees, at its sole expense, to take all reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure of the Confidential Information of the other Party and will notify the other Party if it becomes of aware of any unauthorized disclosure of Confidential Information. In no event is a Receiving Party permitted to disclose any Confidential Information to a competitor of the Disclosing Party.

(e) The Receiving Party agrees to use the Confidential Information only to carry out its obligations under this Agreement, or as otherwise permitted by this Agreement. Buyer is permitted to use the Confidential Information only to install, maintain and operate the Modules.

(f) Upon termination, Buyer shall return all Confidential Information to Seller, except for Documentation solely as to Modules for which Buyer retains title and with regard to which Buyer's obligations under this Section 11.1 shall survive for as long as Buyer (or any transferee) retains title to the Modules.

11.2 **Disclosure Pursuant to Legal Process.** If the Receiving Party or any of its Representatives is requested or required by Applicable Law (including, without limitation, by deposition, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice (unless prohibited by Applicable Law) of any such request or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such a protective order or other remedy is not obtained or compliance with the terms of this Agreement is waived, the Receiving Party agrees that it will furnish only that portion of the Confidential Information and other information that is legally required; provided that the Receiving Party exercises reasonable efforts to preserve the confidentiality of the Confidential Information and other information, including by cooperating with the Disclosing Party to obtain reliable assurances that confidential treatment will be accorded the Confidential Information and other information being disclosed.

11.3 **Irreparable Harm.** Each Party agrees that the other Party may be irreparably damaged by a breach of this Section 11 and that monetary remedies may be inadequate to protect the other Party against any actual or threatened breach of this Section 11. Accordingly, each Party agrees that in addition to all other relief available to the Parties and notwithstanding anything to the contrary herein, each Party shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach or threatened breach of the provisions of this Section 11.

11.4 **Publicity.** Neither Party shall publicly disclose any information relating to this Agreement to the press or any media without the prior written consent of the other Party, which consent shall not be unreasonably withheld. The Parties shall cooperate to agree on public disclosures and publicity and marketing materials in respect of the sale, purchase and use of the Modules and the construction of the Plant.

11.5 **Priority; Survival.** The provisions of this Section 11 supersede any separate confidentiality or nondisclosure agreement signed by the Parties. The provisions of this Section 11 shall survive for three (3) years following the termination of this Agreement.

12. LIMITATION OF LIABILITY; INDEMNITIES

[redacted]

[redacted]

12.4 **Indemnification**.

[redacted]

13. DISPUTE RESOLUTION

Dispute Resolution Procedure. [redacted]

13.1 **Continued Performance**. [redacted]

14. MISCELLANEOUS

14.1 **Waivers.** The failure or delay of either Party to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the other Party of any of such provisions, shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement, or any parts thereof, or the right of either Party thereafter to enforce each and every provision.

14.2 **Applicable Law.** This Agreement, and the rights and obligations of the Parties and any dispute arising under or relating thereto (whether in contract, tort or otherwise) shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflict of law rules or any other statute or doctrine that might call for the application of the laws of any other jurisdiction. The Convention on the International Sale of Goods shall not apply to this Agreement.

14.3 **Severability.** If any provision of this Agreement is determined to be void, unlawful, or otherwise unenforceable, that provision shall be severed from the remainder of the Agreement, and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible, or otherwise modified in such fashion as to preserve, to the maximum extent possible, the original intent of the Parties, and the Agreement, as so modified, shall continue in full force and effect.

14.4 **Assignment.**

(a) **Buyer Assignment**. [redacted]

[redacted]

(c) **Seller Assignment**. Seller may assign its rights and delegate its obligations under this Agreement to any Affiliate or subsidiary of Seller, provided that Seller shall either (i) guarantee the obligations of the assignee by executing a guaranty in a form acceptable to Buyer or (ii) retain its obligations under any payment and indemnity provisions of this Agreement.

(d) **No Other Assignment without Consent**. A Party may not assign this Agreement other than as provided in this Section 14.4 without the prior written consent of the other Party.

14.5 **Headings.** The headings used in this Agreement are not to be construed as modifying, limiting or expanding in any way the scope or extent of the Sections or Exhibits of this Agreement.

14.6 **Interpretation**. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

14.7 **Notices.** All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by email, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service, in each case to the appropriate addresses or emails set forth below (or to such other addresses or emails as a party may designate by notice to the other Party):

[redacted]

14.8 **Survival**. All provisions of this Agreement that reasonably should survive the termination of this Agreement in order to give full force and effect to the intent of the Parties shall remain in effect and be enforceable following such termination to such extent, subject to all applicable statutes of limitations.

14.9 **Independent Contractor**. The Parties acknowledge that, except as expressly set out in this Agreement to the contrary, each Party is entering into this Agreement as an independent contractor and nothing in this Agreement shall be interpreted or applied so as to make the relationship of any of the Parties that of partners, joint venturers or anything other than independent contractors.

14.11 **Further Assurances.** The Parties agree, to the extent not inconsistent with the provisions of this Agreement and not involving the assumption of any obligation other than those in this Agreement, to provide such

information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party in order to give full effect to this Agreement and to carry out the intent of the Parties under this Agreement.

14.12 **No Recourse.** The obligations of Buyer and Seller under this Agreement shall be without recourse to any of the officers, board members, directors, shareholders, employees, agents, partners or Affiliates of Buyer or Seller, or to the Affiliates of any of the foregoing.

14.13 **No Third Party Beneficiaries.** Nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement, provided that Owner shall be an intended third-party beneficiary of this Agreement and Seller assumes toward Buyer all of the obligations and responsibilities that Buyer has to Owner under a construction contract to the extent of the work to be performed by such Seller. Except as stated above in regards to Owner, this Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties and their successors and assigns and shall not be enforceable by any third party.

14.14 **Compliance with Laws and Legal Requirements**. Seller declares that it has received any certifications as provided in the Technical Specifications attached as [redacted]

14.15 **Export Controls**. Buyer represents and warrants that it shall not sell, dispose of, license, rent, transfer, disclose or otherwise provide the Modules and/or technical information relating thereto directly or indirectly to any country or to any citizen or resident of any country prohibited by the laws and/or regulations of by the authorities claiming jurisdiction over it, in particular that of the United States of America.

14.16 **Anti-Corruption**. The Parties shall each comply with the U.S. Foreign Corrupt Practices Act and any similar Applicable Laws or requirements.

14.17 **Cooperation in Seller's Insurance Arrangement**. Buyer acknowledges and understands that Seller may have made insurance arrangement with respect to its obligations arising from or in connection with this Agreement. Buyer agrees to provide, at Seller's expense, any support and assistance that Seller may reasonably require to facilitate such insurance arrangement, including but not limited to Seller's claiming or obtaining reimbursement under such insurance arrangement.

14.18 **Entire Agreement.** This Agreement supersedes all prior agreements and understandings, whether written or oral, between the Parties with respect to its subject matter, and constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be changed, modified or amended in any way, except by a written change order or contract amendment executed by authorized representatives of both Parties.

14.19 **Counterparts.** This Agreement may be executed in counterparts, including by electronic transmission, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

15. Additional Flow-Down Terms

15.1 **Safety**. Seller acknowledges and agrees that Buyer will implement, and Seller (and other subcontractors and vendors) shall comply with while present on the Site, any safety and environmental programs established for work at the Site and laydown areas. Buyer agrees to furnish any such safety program to Seller and reasonably inform Seller of any applicable requirements. Furthermore, Seller agrees to comply with all Site security procedures and policies of Owner.

15.2 **Diversity**. Seller acknowledges receipt of [redacted] is incorporated herein. Seller agrees to input requested data into [redacted] and deliver a completed form to with [redacted] of Buyer's request.

15.3 **Licenses**. Seller shall obtain and maintain, and shall require any subcontractor to obtain and maintain, applicable licenses as required by Applicable Laws and those required by the Commonwealth of Virginia.

15.4 **Insurance**. Before Seller commences any work under the Purchase Order and during the term of the Purchase Order, Seller shall maintain insurance as and to the extent set forth in [redacted]

16. Representations and Warranties. Each Party represents and warrants to the other Party, on the date hereof and on effective date of each Purchase Order, as follows:

(a) **Due Organization and Good Standing**. Such Party is validly existing and in good standing under the laws of the justification of its formation, and is qualified to do business in each jurisdiction where the failure to so qualify would have a material adverse effect on its ability to perform its obligations under this Agreement or the applicable Purchase Order.

(b) **Due Authorization, Execution, and Delivery**. Each Party has all necessary corporate power, authority, and capacity to enter into this Agreement and the applicable Purchase Order, and to carry out its obligations under this Agreement and such Purchase Order. The execution and delivery of this Agreement and the applicable Purchase Order, and the consummation of the transactions contemplated by this Agreement and the applicable Purchase Order, have been duly authorized by all necessary corporate, limited liability company, or other action of such Party, and do not and will not require the consent of any Person except for any consents that have already been obtained. This Agreement and the applicable Purchase Order have been duly executed and delivered by such Party. This Agreement and the applicable Purchase Order constitute a valid and binding obligation of such Party, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by general equitable principles.

(c) **Governmental Approvals**. No governmental authorization, approval, order, license, permit, franchise, or consent, and no registration, declaration, or filing with any governmental authority, is required on the part of such Party in connection with the execution, delivery, and performance of this Agreement and the applicable Purchase Order (including the Delivery of the Modules to the Delivery Point under such Purchase Order), except those which have already been obtained or which such Party anticipates will be timely obtained in the ordinary course of performance of this Agreement and the applicable Purchase Order before being required by Applicable Law.

(d) **No Conflict**. The execution, delivery, and performance by such Party of this Agreement and the applicable Purchase Order will not conflict with or cause any default under: (i) its organizational documents; (ii) any indebtedness or other obligation for borrowed money of such Party; or (iii) any Applicable Law governing such Party or such Party's performance under this Agreement or the applicable Purchase Order; and will not subject the other Party (or in the case of Buyer, the Owner or the Plant) or any component thereof (including the Modules) to any lien or encumbrance other than as contemplated or permitted by this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Master Supply Agreement as of the Effective Date.

SELLER:

New East Solar Energy (America) Inc

By: 

Name: Yunfei Huang

Title: CEO

BUYER:

DTE Electric Company

By:

Name: Charles Conlen

Title: Vice President – Renewable Energy

EXHIBIT A

DEFINITIONS; RULES OF USAGE

A. Definitions.

For purposes of this Agreement, the following capitalized terms have the meanings and uses established in this Exhibit A.

1. "Affiliate" of any Person means a Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the Person specified.
2. "Agreement" means this Master Supply Agreement together with all Exhibits, Schedules and Appendices hereto.
3. "Applicable Law" means any laws, treaties, ordinances, judgments, decrees, injunctions, writs and orders of any court, or governmental agency or authority, and rules, regulations, orders, interpretations and permits of any federal, state, county, municipal, regional, environmental or other governmental body, instrumentality, agency, authority, court or other body having jurisdiction over the applicable matter and professional codes and standards with which a Party is required to comply.
4. "Approved Buyer Affiliate" has the meaning established in Section 2.3.
5. "Business Day" means any day other than a Saturday, Sunday or any day that banks in New York City, New York are authorized or required to be closed.
6. "Buyer" has the meaning established in the preamble to this Agreement.
7. [Reserved].
8. "Change" has the meaning established in Section 5.1.
9. "Change in Law" means any change to an Applicable Law or a binding change in interpretation of an Applicable Law, after the Effective Date.
10. "Change Order" has the meaning established in Section 5.1.
11. "Claim" has the meaning established in Section 10.1(a).
12. [Reserved]
13. [Reserved]
14. "Commission" or "Commissioning" means the start-up, testing and commissioning of the Modules in accordance with the Technical Specifications, the applicable Documentation, and Applicable Law.
15. "Contract Amount" has the meaning established in Section 3.1.
16. "Confidential Information" has the meaning established in Section 11.1.
17. "Delivery" has the meaning established in Section 4.1(a).
18. "Delivery Date" means the date the Modules are scheduled to be delivered by Seller, as specified in the applicable Purchase Order.

19. "Delivery Point" means the Delivery point or location specified in the Commercial Terms and/or Purchase Order.

20. "Deposit" has the meaning established in Section 3.3.

21. "Disclosing Party" has the meaning established in Section 11.1.

22. "Dispute" has the meaning established in Section 13.1.

23. "Documentation" means user guides and other documentation relating to the storage, transportation, handling, storage, protection, installation, and commissioning of the Modules, including, without limitation, the Installation Manual and the Transportation and Packaging Information Sheet.

24. "Effective Date" has the meaning established in the preamble to this Agreement.

25. [redacted]

26. "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.

27. "Forced Labor Impact" means any adverse impact on Seller's performance of its obligations under this Agreement that is attributable to the enactment, modification, interpretation, application or administration of Applicable Law relating to items being manufactured in whole or in part using Forced Labor.

28. "Government Authority" means, as the context requires, any public body that exercises jurisdiction over a Party, the Site, or the design, engineering, construction, erection, transportation of Modules and operation of the Plant, including government agencies that issue licenses, permits, and authorizations, and courts of competent jurisdiction.

29. "Initial Term" has the meaning established in Section 9.1.

30. "Inspection Period" has the meaning established in Section 4.3.
31. "Installation Manual" means the Installation Manual attached as [redacted] of this Agreement.
32. "Letter of Credit" has the meaning established in Section 3.6.
33. "Limited Warranty" has the meaning established in Section 6.1.
34. "Modules" means the photovoltaic solar modules and/or related products to be supplied hereunder.
35. "Person" means any individual, entity or association.
36. "Plant" means the power generating facility identified in the Commercial Terms, or if none is identified, the location where the Modules are installed.
37. "Purchase Order" has the meaning established in Section 2.2.
38. "Purchase Order Amount" has the meaning established in Section 3.1
39. "Purchase Price" has the meaning established in Section 3.1.
40. "Quarantine Modules" has the meaning established in Section 4.3.
41. "Receiving Party" has the meaning established in Section 11.1.
42. "Rejected Modules" has the meaning established in Section 4.3.
43. "Renewal Term" has the meaning established in Section 9.1.
44. "Seller" has the meaning established in the preamble to this Agreement.
45. "Site" means the real property on which the Plant will be located.
46. "Technical Specifications" means the standard manufacturer's technical specifications for the Modules in effect on the Delivery Date. The Technical Specifications in effect on the Execution Date are as set forth in [redacted]
47. "Term" has the meaning established in Section 9.1.
48. "Transportation and Packaging Information Sheet" means the Transportation and Packaging Information Sheet attached as [redacted] of this Agreement.

B. Rules of Interpretation.

The Parties hereby agree that the following rules of interpretation shall apply to this Agreement unless otherwise required by the context or unless otherwise specified:

1. Singular and Plural. Definitions set forth herein shall be equally applicable to the singular and plural forms of the terms defined.
2. Section References. References to articles, sections, paragraphs, clauses, annexes, appendices, schedules or exhibits are references to articles, sections, paragraphs, clauses, annexes, appendices, schedules or exhibits in this Agreement.
3. References to Persons. References to any Person shall include such Person, its successors and permitted assigns, and transferees, from time to time.
4. Agreements as Amended. Reference to any agreement (including this Agreement) means such agreement as amended, supplemented or otherwise modified from time to time in accordance with the applicable provisions thereof.

5. Laws as Amended. References to any Applicable Law includes any Applicable Law as that Applicable Law may be changed as provided in the definition of Change in Law herein.

6. Grammatical Forms. Where a word or phrase is specifically defined, other grammatical forms of such word or phrase have corresponding meanings; the words "herein," "hereunder," and "hereof" refer to the provisions of this Agreement as a whole and not to any particular portion or provision of this Agreement; "including" means "including, but not limited to," and other forms of the verb "to include" are to be interpreted similarly; references to "or" shall be deemed to be disjunctive but not necessarily exclusive.

7. Days. References to "day" shall mean a calendar day, unless the term "Business Day" is used. If the time for performing an obligation under this Agreement expires on a day that is not a Business Day, the time shall be extended until that time on the next Business Day.

8. Time Periods. Where a period of time is specified to run from or after, or before or prior to, a given hour or day or the hour or day of an act or event, such period is to be calculated exclusive of such day; and where a period of time is specified as commencing on a given hour or day or the hour or day of an act or event, it is to be calculated inclusive of such day.

[redacted]

[redacted]

[redacted]]

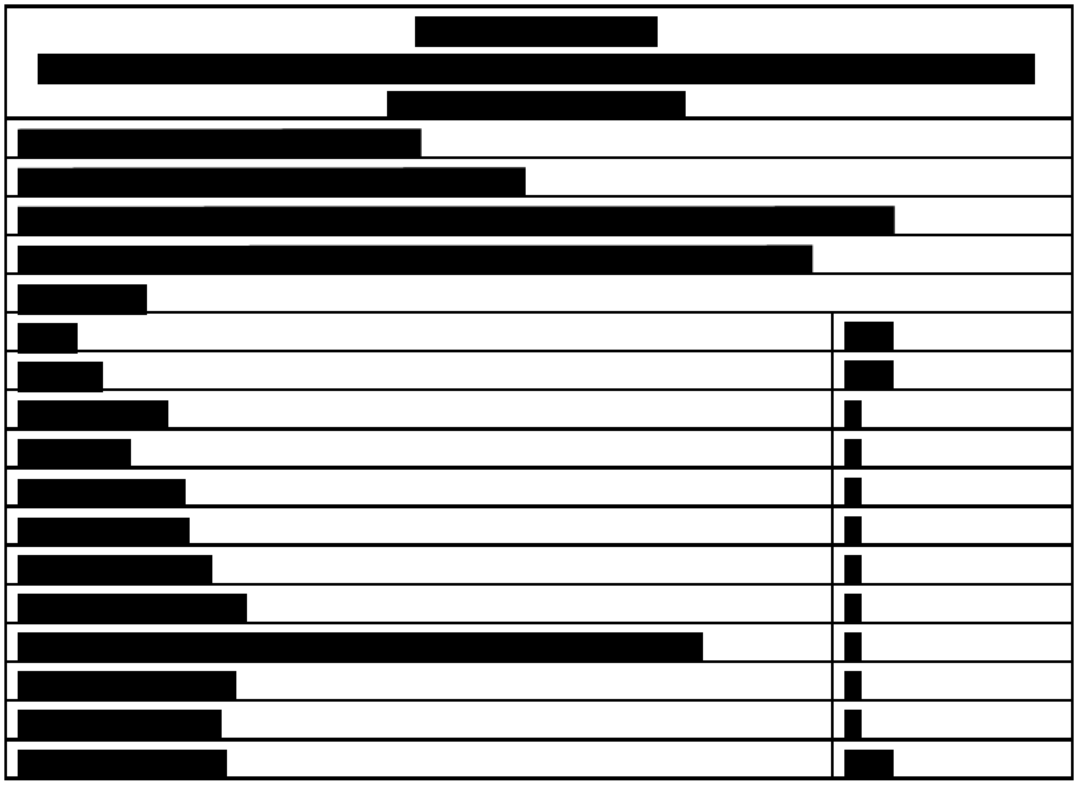
[redacted]

[redacted]











MASTER SERVICE AGREEMENT ("MSA")

SOLAR ENGINEER, PROCUREMENT AND CONSTRUCTION

BETWEEN

DTE ELECTRIC COMPANY

AND

BARTON MALOW COMPANY

as Contractor

This Master Service Agreement – Solar Engineer, Procurement, and Construction ("MSA") is entered into as of [redacted] ("Effective Date") by and between DTE Electric Company, whose principal address is One Energy Plaza, Detroit, Michigan 48226 ("DTE" or "Owner") and Barton Malow Company, whose principal address is 26500 American Drive, Southfield, Michigan 48034 ("Contractor") and sets forth the terms and conditions for any Work being performed by the Contractor.

RECITALS

A. DTE desires to own and operate solar photovoltaic systems located in the State of Michigan, as such systems may be more specifically described in [redacted].

B. Contractor is a full-service engineering, procurement, and construction company with the financial and technical capabilities to provide services to DTE as described in the [redacted], including, but not limited to, engineering, procurement of material not provided by DTE, project and construction management, construction and installation, commissioning, testing and training as to its operation and maintenance.

C. Contractor has received, reviewed, and understands DTE's requirements for solar photovoltaic systems as contained herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter contained, and other good and valuable consideration receipt of which is hereby acknowledged, DTE and Contractor hereby agree as follows:

ARTICLE 1

From time to time, the Parties may mutually agree upon a [redacted]

[redacted]



ARTICLE 2
DEFINITIONS

For purposes of the Agreement, [redacted], the defined terms herein shall have the meaning set forth as follows:

"Agreement" shall mean collectively this MSA [redacted] under this MSA, as the same may be amended or modified from time to time in accordance with the provisions hereof, including any [redacted] executed in accordance with this Agreement.

"Applicable Laws" shall mean all laws, building codes, rules, regulations, or orders of any federal, state, county, local, or other governmental body, agency, or authority having jurisdiction over the Solar Energy Facility and/or the performance of the Work, including without limitation the Code.

"Applicable Permits" shall mean all permits, waivers, authorizations, or licenses issued or required to be issued by any federal, state, county, local, or other governmental body, agency, or authority having jurisdiction over the Solar Energy Facility and/or performance of the Work. A list of all Applicable Permits will be contained in [redacted], which [redacted] also includes a matrix of the responsibility of the Parties for such permits.

"Business Day" means any day except a Saturday, Sunday, or day on which banks in the State of Michigan are closed.

"Capacity Guarantee" shall have the meaning set forth in [redacted].

[redacted]

"Change" shall mean any material addition to, deletion from, or other modification to the quality, function, or intent of the Work, including without limitation any such addition, deletion, or other modification that constitutes a material change to the Scope of Work or other provision contained herein or in a [redacted].

[redacted]

"Change in Law" means the enactment, adoption, promulgation, modification, or repeal of any applicable Law or Permit after the Effective Date.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commissioning" shall mean the set of tests and procedures performed on the Solar Energy Facility to verify its operational readiness.

"Commissioning Plan" shall mean the plan presented to DTE prior to performing any tests or procedures to verify as-built Project parameters as part of Commissioning.

"Construction Lien Act" shall have the meaning as provided in Section 5.4.

"Contract Documents" shall mean this Agreement, [redacted], the Submittals, and any amendments thereto.

[redacted]

"Contractor" has the meaning set forth in the Preamble.

"Contractor Event of Default" shall have the meaning set forth in Section 16.1.1.

"Contractor Warranty" shall have the meaning set forth in Section 6.1.1.

"Contractor Warranty Period" shall have the meaning set forth in Section 6.1.1.

"Daily Progress Report" shall have the meaning set forth in Section 3.3.3.2.

"Data Acquisition System" or "DAS" shall mean the Solar Energy Facility operational monitoring and revenue metering system.

[redacted]

"DTE" shall have the meaning set forth in the Preamble.

"DTE Event of Default" shall have the meaning set forth in Section 16.2.1.

"DTE Indemnified Party" shall have the meaning set forth in Section 13.1.

"DTE Permits" shall mean those permits that are identified as the responsibility of DTE pursuant to [redacted].

"DTE Project Manager" shall mean DTE's designated single-point representative with whom Contractor shall consult on a reasonable, regular basis and who is authorized to act on DTE's behalf for all purposes in connection with this Agreement and the Work.

"Effective Date" shall have the meaning set forth in the first paragraph of this Agreement.

"Engineer of Record" shall mean any and all structural, electrical, civil, mechanical, environmental or other professional engineer either employed by Contractor or its Subcontractors, whose seal is incorporated within any Construction Document.

"Environmental Documents" shall mean those documents included in [redacted] and any additional documents identified and provided to Contractor prior to the Effective Date by DTE that were prepared pursuant to any Environmental Laws and that are applicable to the Work.

[redacted]

"Excused Site Condition" means (i) the discovery of archeological artifacts, endangered or threatened species, or religious, historical, or archeological resources above or below the surface of the Site the handling, disturbance, or removal of which is constrained by Applicable Law, unless the same were otherwise disclosed in the Environmental Documents; (ii) the discovery of Hazardous Substances in or on the Site, unless the same were otherwise disclosed in the Environmental Documents or the same could have reasonably been inferred from a visual inspection of the site; or (iii) the discovery of subsurface conditions of the Site that have a material adverse impact on the execution of the Work, unless the same could reasonably have been inferred from a visual inspection of the Site or were otherwise disclosed in the Environmental Documents.

"FERC" shall mean the Federal Energy Regulatory Commission.

"Final Completion" shall be deemed to have occurred when (a) conditions as set forth in [redacted] have been achieved; (b) Substantial Completion has been achieved; and (c) the Final Completion Certificate, certifying that the criteria for Final Completion, has been delivered by DTE to the Contractor, signed by the Contractor and returned to DTE.

"Final Completion Certificate" shall mean the certification as provided in accordance with the form in [redacted] providing the criteria for Final Completion to be achieved by Contractor as contemplated by Section 10.4 and this Agreement.

"Final Completion Date" shall have the meaning set forth in Section 10.4

[redacted]

"Governmental Approval" means all authorizations, consents, approvals, waivers, exceptions, variances, filings, permits, orders, licenses, exemptions and declarations of or with any governmental entity and, with respect to the Contractor, shall include those siting and operating permits and licenses, and any of the foregoing under any applicable environmental law, that are required for the construction, use, and operation of the SEF.

"Governmental Authority" means any federal, state, local or municipal government, governmental department, commission, board, bureau, agency, or instrumentality, or any judicial, regulatory or administrative body, having jurisdiction as to the matter in question.

[redacted]

"Interconnection Requirements" means the Michigan Electric Utility Generator Interconnection Requirements, Category 5 Projects filed with the MPSC, DTE Electric Company SIMS Manual for Metering Guidelines, as modified from time to time, ITC Operating Guides, ITC Metering Guidelines, MISO Generation Interconnection Procedures, any other documents adopted by the Company, ITC or MISO relating to the interconnection and operation of generators and transmission systems as amended from time to time, and any successors thereto and any and all applicable law or regulation regarding interconnection.

"Landowner" shall mean the individual or entity owner of such property to which the Company intends to install any portion of the SEF.

"Lien" means any lien (statutory or other), pledge, mortgage, charge, security interest, deed of trust, assignment, hypothecation, deposit arrangement, easement, encumbrance or preference,

priority or other security agreement or preferential arrangement of any kind or nature whatsoever in respect of an asset, whether or not filed, recorded or otherwise perfected or effective under Applicable Laws.

[redacted]

"Major Subcontractor" shall mean any subcontractor, supplier, vendor or other service provider of Contractor as well as any subcontractor, supplier, vendor or other service provider of such subcontractor, supplier, vendor or other service provider retained by such subcontractor with a contract or purchase order issued by Contractor in excess of [redacted] for each Project.

"Manufacturer's Warranty" shall mean the specific warranty furnished by Contractor and provided by the manufacturer of a specific product covering the material workmanship and/ or performance of that specific product, a list of which is set forth in [redacted].

"Materials" shall mean any articles, apparatus, goods, materials, products, items, data, documents, supplies, equipment, component parts and assemblies, or any other substances, parts, or any combination thereof used, consumed, furnished or installed by Contractor or any subcontractor as part of the Work.

"Mechanical Completion" shall mean (a) the conditions as set forth in [redacted] have been achieved and (b) the Mechanical Completion Certificate has been signed by Contractor and DTE.

"Mechanical Completion Certificate" shall mean the certification as provided in accordance with the form in [redacted] providing the criteria for Mechanical Completion to be achieved by Contractor as contemplated by Section 10.2 and this Agreement.

[redacted]

"MPSC" shall mean Michigan Public Service Commission.

"NERC" shall mean North American Electric Reliability Corporation

"Network Access Point" shall mean the RJ45 jack into which the Data Acquisition System may be plugged and which provides direct access to the internet, either via DTE's network, or via a third-party service such as DSL, cable or cellular data modem.

"Operations and Maintenance Manual" shall mean the manual provided by the Contractor that describes in detail the processes and procedures required to safely operate and maintain the SEF and shall include documentation provided by the original equipment manufacturers of all equipment covered by a Manufacturer's Warranty which describe how to operate and maintain such equipment to maintain, as applicable, warranty coverage and effective operation.

[redacted]

[redacted]

"Owner Contractors" means those persons or entities, other than Contractor, with whom Owner contracts to perform any work or services or provide any materials, supplies, parts, and equipment in connection with the Project (including Owner's equipment suppliers), or their subcontractors or suppliers of any tier.

"Owner Supplied Equipment" shall mean the equipment set forth on [redacted].

"Party" or "Parties" shall mean Contractor, DTE, each or both of them, as the context may require pursuant to the terms and conditions of this Agreement.

[redacted]

"Project" shall mean the SEF and the substation (if applicable) to be constructed consistent with this Agreement.

"Project Schedule" shall mean the overall engineering, permitting, and construction schedule for the Work, as further detailed in Section 3.3.1, [redacted].

"Prudent Industry Practice" shall mean those practices, methods, standards and procedures as are commonly used by professional construction and engineering firms performing turnkey engineering, procurement and construction services on facilities of a type and size similar to the Solar Energy Facility, which in the exercise of reasonable judgment and in the light of the facts known at the time the decision was made, are considered good, safe and prudent practice in connection with the design, manufacture and construction and use of electrical and other equipment, facilities, equipment and improvements, with commensurate standards of safety, performance, dependability, efficiency and economy.

"PTC" means PV USA Test Conditions; 1000W/square meter solar irradiance; 1.5 air mass @20°C; wind speed 1 meter/second

"Punchlist" shall have the meaning as provided in Section 10.1.

[redacted]

"Redline" shall mean the set of prints on the construction site that reflect "as built" conditions using the Green-in, Red-out standard.

[redacted]

"SCADA" shall mean Supervisory Control and Data Acquisition systems used to monitor and control a plant or equipment

"Scope of Work" shall mean the written document, along with [redacted] and [redacted], describing the Work to be performed hereunder by Contractor [redacted], attached hereto as [redacted].

"Site" shall mean that area or areas where the materials and equipment for the SEF (as depicted in the Site Plan, [redacted]) shall be installed and/or used to perform the Work.

"Solar Power Easement Agreements" shall mean the easement agreements which are entered into between Landowner and DTE for the SEF.

"Solar Energy Facility" or "SEF" or "Facility" shall mean the entirety of the solar generating system, its electrical and mechanical components, Support Structure, mounting or tracking components, inverter(s), modules, meter(s), monitoring components, conduit, substation and other elements installed in the nature of the Work.

"Solid Waste" means that term as defined under Part 115 of Michigan Act 451 of 1994, MCL 324.11506.

"Specifications" shall mean such references, materials, methods, design and engineering requirements, safety requirements and other such standards of workmanship and materials as described in [redacted]

"STC" means Factory Standard Test Conditions – 1000W/square meter solar irradiance; 1.5 air mass @25°C; wind speed 1 meter/second.

"Subcontractor" shall mean any subcontractor, supplier, vendor or other service provider of Contractor as well as any subcontractor, supplier, vendor or other service provider of such subcontractor, supplier, vendor or other service provider retained by such subcontractor.

"Submittals" shall mean all documents required to be provided to DTE by Contractor as described in [redacted].

"Substantial Completion" or "Substantially Complete" shall mean (a) the conditions as set forth in Exhibit L have been achieved; (b) Mechanical Completion has been achieved; (c) DTE has approved the Punchlist; and (d) the Substantial Completion Certificate, has been signed and delivered by the Contractor and DTE.

"Substantial Completion Certificate" shall mean the certification as provided in accordance with the form in [redacted] providing the criteria for Substantial Completion to be achieved by Contractor as contemplated by Section 10.3 and this Agreement.

"Substantial Completion Date" shall mean the date indicated as the Substantial Completion Date in the Substantial Completion Certificate.

"Support Structure" shall mean the rooftop, ground-based or floating mounting system, elevated structure or tracking system that will hold the solar modules of the Solar Energy Facility on the Site, and all supports thereto.

[redacted]

"Work" shall mean the design, engineering, permit attainment, procurement, construction and installation of the Solar Energy Facility and all other services to be provided by Contractor hereunder, in accordance with the terms hereof, including the Scope of Work and Specifications and Submittals.

ARTICLE 3
RESPONSIBILITIES OF CONTRACTOR

3.1 Performance of the Work

Contractor shall fully perform the Work in accordance with the provisions of this Agreement. Such Work shall be performed in an expeditious manner consistent and in accordance with Prudent Industry Practice, provided, however, that in the event of any conflict between the requirements of this Agreement, [redacted] and Prudent Industry Practice, the requirements of this Agreement shall govern Contractor's Work. Contractor shall perform all Work in accordance with applicable equipment manufacturers' requirements, including all requirements necessary to preserve and maintain in effect all warranties and, if applicable, any performance guarantees with respect to such equipment. Contractor shall perform the Work in accordance with all site access and personnel requirements set forth on [redacted], with all workmanship and safety requirements, with the scope of work set forth on [redacted], in accordance with all specifications as defined in [redacted], and with all Applicable Permits and all Applicable Laws.

3.2 Site Access, Maintenance and Damages

3.2.1 Maintenance of the Site. Contractor shall keep the Site reasonably free from accumulations of waste materials, rubbish, and other debris resulting from performance of the Work; and reasonably promptly after the Substantial Completion Date, remove from those portions of the Site involved in the commercial operation of the SEF, in conformity with Applicable Laws, all such waste materials, rubbish, and other debris, as well as all tools, construction equipment, machinery and surplus material that would interfere in any material way with the commercial operation of the SEF (specifically excluding materials, tools, and construction equipment necessary to complete any Punchlist items); and before final departure

from the Site, in conformity with Applicable Laws, all remaining waste and rubbish generated during performance of the Punchlist work, and all remaining materials, tools, and construction equipment of Contractor or its Subcontractors, and leave the Site in clean and usable condition.

3.2.2 Site Access. As soon as practicable, DTE shall provide written notification to Contractor to allow access to the Site sufficient to enable Contractor's performance of the Work. DTE shall have the right to freely access the Site subject to reasonable conditions necessary to avoid interference with performance of the Work as the Parties may agree upon in writing; so long as, when accessing the Site, DTE and its agents comply with Prudent Industry Practice and Contractor's safety plan to the extent applicable to such access.

3.2.3 Damage to Real Property

Contractor will conduct all of Contractor's activities within the boundaries of the Site or other Owner designated work area and any other limitations and requirements set forth herein and will be responsible for any trespass or damage to property resulting from its activities. Contractor acknowledges and agrees to observe reasonable construction practices in performing the Work, including reasonable care and respect for the real property at the Site. Without limiting Contractor's obligations as set forth elsewhere herein, Contractor agrees that it will be responsible for any and all damages to real property caused by Contractor or its Subcontractors in the performance of the Work. Contractor shall immediately report to Owner in writing all damage to any real or personal property wherever located.

[redacted]

3.3 **Hazardous Substances.**

3.3.1 As required by Applicable Laws, Contractor shall provide safety data sheets, warning labels, or other documentation covering all Hazardous Substances furnished under or otherwise associated with the Work. Contractor shall provide to DTE either copies of the applicable safety data sheets or copies of a document certifying that no safety data sheets are required under any Applicable Laws prior to the commencement of such Work or at such time as any such substances enter the Site.

3.3.2 [redacted]

[redacted]

3.4 Project Pricing and Schedule

3.4.1 [redacted]

3.4.2 Progress Reports and Meetings.

3.4.2.1 During the design, engineering and permitting phases of the Work, Contractor will schedule regular meetings with DTE to review any design or engineering changes, and such meetings shall coincide with milestones agreed to by the Parties. During such meetings, Contractor and DTE shall review any materials selection and logistics, and other plans that relate to the design, engineering and permitting of the Solar Energy Facility.

3.4.2.2 During the construction phase of the Work, Contractor will schedule regular meetings with DTE at least [redacted] to review the Project Schedule and any other items related to the construction of the Solar Energy Facility.

3.5 Project Implementation

3.5.1 Engineering. Contractor shall execute all necessary designs and drawings in accordance with this Agreement, including but not limited to the Specifications. Contractor shall deliver drawings and specifications to DTE as such documents are prepared for DTE's approval as provided in [redacted]. DTE shall review and respond to each submission by Contractor within [redacted]. Contractor shall make all designs, drawings, and related documents available to DTE. The Parties expressly agree that DTE's approval of any plans, designs, drawings, specifications or any other items hereunder in no way relieves Contractor of its obligations under this Agreement.

3.5.2 Permit Submittal. Following DTE's approvals as required under Section 3.4.1 and in accordance with the [redacted], Contractor shall proceed with the preparation and submittal of the applications for all Applicable Permits, except DTE Permits, to the appropriate Governmental Authorities and agencies. Contractor shall deliver

drafts of such Applicable Permits, except DTE Permits, to DTE for its review and approval. DTE shall review and respond to each submission by Contractor in an effort to finalize the applications as quickly as reasonably possible. In no event shall such response take more than [redacted]. Such procedure shall be repeated as necessary until DTE approves the submitted Applicable Permit draft. The Parties expressly agree that DTE's approval of any applications for Applicable Permits in no way relieves Contractor of its obligations under this Agreement.

3.5.3 Procurement and Construction.

3.5.3.1 Contractor shall commence procurement of the materials and the construction of the SEF in accordance with the Contract Documents. The construction will be performed by Contractor and/or one or more licensed Subcontractors qualified to perform the Work. The construction will be performed in accordance with all Applicable Laws and Applicable Permits, and all manufacturer requirements for the maintenance of all applicable warranties. [redacted] as well as an evaluation and appropriate documentation of the safety record of any licensed Subcontractor that will be performing work on the Solar Energy Facility.

3.5.3.2 Contractor will be responsible for providing or causing to be provided by Contractor's Subcontractor(s), all labor, Materials, equipment (except Owner Supplied Equipment), tools, transportation, security, and other facilities and services necessary for the proper execution, construction, and completion of the Work as defined in the Scope of Work and any [redacted]. Contractor will also be responsible for all means, methods, techniques, sequences, and procedures employed for the construction required by the Contract Documents. Contractor shall provide for the handling of equipment and Materials and construction equipment, including, as necessary, visual inspection and, receiving and unloading.

3.5.3.3 Contractor shall notify Owner and Owner's Project Manager of the receipt of each Owner Supplied [redacted], stating what Owner Supplied Equipment has been received and whether or not such delivered Owner Supplied Equipment received by Contractor: (i) was, to the extent ascertainable by diligent visual inspection, in a good and new condition, without visible defects or damage to the exterior packaging; *provided* that if any packaging appears damaged the contents will be immediately examined for damage and reported, (ii) visibly matches the specifications for such Owner Supplied Equipment set forth in the Owner Supplied Equipment Specifications, (iii) was in the proper amounts. All damages must be documented by photographs and the delivery driver signature.

3.5.3.4 Contractor shall ensure that all equipment and Materials supplied shall be new (unless otherwise agreed by Contractor and DTE) and shall meet the requirements of the Specifications and Scope of Work and all Applicable Permits. References in the Specifications or Scope of Work to equipment and Materials or patented processes by trade name, make or catalog number shall be regarded as establishing a standard of quality expected by DTE. Contractor may use equipment, Materials, or process that is equal to that named in the Scope of Work or Specifications, subject to the prior written approval of DTE.

3.5.3.5 No longer than [redacted], Contractor shall develop a Quality Control Plan that shall be reviewed by DTE and submitted by Contractor as [redacted]. DTE shall review and respond to each submission by Contractor in an effort to finalize the Quality Control Plan as quickly as reasonably possible. Such procedure shall be repeated as necessary until DTE approves the submitted Quality Control Plan.

3.5.3.6 No longer than [redacted], Contractor shall develop a Risk Management Plan that shall be reviewed by DTE and submitted by Contractor as [redacted]. DTE shall review and respond to each submission by Contractor in an effort to finalize the Risk Management Plan as quickly as reasonably possible. Such procedure shall be repeated as necessary until DTE approves the submitted Risk Management Plan.

3.5.3.7 Contractor will be responsible for initiating and maintaining safety precautions and programs in connection with its construction of the SEF. Contractor will take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (i) employees of Contractor and Subcontractors performing Work under this Agreement; (ii) Contractor's property and other materials to be incorporated for the SEF, under the care, custody, and control of Contractor or its Subcontractors; and (iii) the Site or other property at or adjacent to the Site not designated for removal, relocation, or replacement during the course of construction. For any personnel working on Site, whether Contractor employee or contractor or Subcontractor employee or contractor, Contractor shall conduct background investigations as provided in [redacted].

3.5.3.8 Contractor will maintain in good order at the Site copies of this Agreement, the Scope of Work, all [redacted], one record copy of all drawings, specifications, product data, samples, manufacturer's installation, operation & maintenance manuals, and other pertinent construction-related documents. Redlines shall be added to all applicable construction drawings as required at milestone completions.

3.5.3.9 If materials are to be stored on-site, or in the designated material lay down area, then prior to the arrival of equipment and materials, the Contractor shall provide and be responsible for the security and storage of such equipment and materials, as agreed upon by the Parties. The size and location of the secured area shall be subject to the approval of DTE, which approval shall not be unreasonably withheld, conditioned, or delayed.

3.5.3.10 During the construction phase of the Work, Contractor shall conduct all Commissioning tests within Contractor's scope of Work that are scheduled to occur prior to Substantial Completion in accordance with the SEF commissioning requirements as described in [redacted]. Contractor shall provide notice to DTE of any scheduled test(s) of installed equipment, and DTE and/or its designees shall have the right to be present at any or all such tests conducted by Contractor, any Subcontractor, and/or manufacturers of the equipment. Contractor shall be responsible for correcting and/or adjusting all deficiencies in workmanship in the Solar Energy Facility and equipment operations that may be observed during equipment commissioning procedures. If deficiencies are found in any Owner Supplied Material, the parties shall work collaboratively to develop the plan and compensation for remediation.

3.6 Independent Review by DTE

Neither independent review of the construction by DTE nor any approval provided by DTE under this Agreement shall relieve Contractor of any of its obligations or responsibilities hereunder.

3.7 Assistance to DTE in Dealings with Governmental Authorities

Each Party shall provide or cause to be provided to the other Party information reasonably requested by such Party to enable it to fulfill its obligations under this Agreement. This obligation shall include providing such assistance as is reasonably requested by such Party in dealing with any Governmental Authority in matters relating to the Work and the SEF.

3.8 [redacted]

[redacted]

ARTICLE 4
DTE OBLIGATIONS

4.1 Data Acquisition System Interconnectivity Requirements

DTE shall be responsible for obtaining for the benefit of the Solar Energy Facility, at DTE's sole cost and expense, the internet communication service necessary for the operation of the Data

Acquisition System, up to a defined Network Access Point to which the Data Acquisition System will be connected. Contractor shall design the SEF to integrate with the DTE provided integration cabinet and the Project substation. This integration shall comply with DTE Cyber Security and Networking standards included in [redacted], as governed by DTE's "OP3 Information Security" policy. The Contractor shall provide a SCADA (Supervisory Control and Data Acquisition System) that supports industry standard data interface protocols (OPC, Modbus, DNP etc.)

4.2 Contractor Assistance

DTE shall also execute the following:

4.2.1 Attend the regularly scheduled progress meetings and participate as needed regarding scheduling of the Work.

4.2.2 Participate in the job inspection walk-throughs with Contractor and the Subcontractor(s), if any, while determining whether Substantial Completion has been achieved.

4.2.3 Upon its approval of the physical aspects of the Work, and its verification of the receipt of all required Submittals, and its verification of the performance of the SEF in accordance with the Scope of Work and the Specifications, issue and execute the Substantial Completion Certificate.

4.2.4 Provide knowledgeable staff to participate in the training programs, which will be scheduled in advance for coordination.

4.2.5 At DTE's sole discretion, perform a final walk-through of the SEF and check status of the physical aspects of the Work to reasonably determine whether Final Completion has been achieved.

4.2.6 Upon receipt of the Submittals, verification of Punchlist completion, and upon its sole approval of the completion of the entire Scope of Work as listed in [redacted] and according to the Specifications as listed in [redacted] a, issue a Final Completion Form.

4.3 DTE Representative; Response Periods

DTE shall designate the DTE Project Manager with whom Contractor shall consult on a reasonable, regular basis and who is authorized to act on DTE's behalf for all purposes in connection with this Agreement and the Work. DTE may from time-to- time change the DTE Project Manager by providing written notice thereof to Contractor. Except as otherwise provided herein, the DTE Project Manager shall render decisions in a timely manner [redacted] with regard to any documents submitted by Contractor and to other requests made by Contractor in order to avoid unreasonable delay in the orderly and sequential progress of the Work.

ARTICLE 5

[redacted]

[redacted] [redacted]

[redacted]

[redacted] [redacted]

[redacted]

[redacted] [redacted]

[redacted]

[redacted] [redacted]

[redacted]

[redacted] [redacted]

[redacted]

[redacted]

5.6 [redacted]

[redacted]

5.7 **Payment or Use Not Acceptance**. No payment by DTE pursuant to an invoice from Contractor or any use of the Work by DTE shall constitute an acceptance of any of the Work or of any of the parts, materials, equipment or other supplies furnished by Contractor or its Subcontractors or suppliers and shall not relieve Contractor of any of its obligations or liabilities under this Agreement.

5.8 [redacted]

[redacted]

[redacted]

[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

5.8 Federal Contracting Certifications

Contractor shall comply with the requirements set forth in [redacted], Federal Contract Requirements.

ARTICLE 6
WARRANTY

6.1 [redacted]

[redacted]

[redacted]

[redacted]

6.4 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

ARTICLE 7
PERMITS AND APPROVALS, COORDINATION

7.1 Permits and Approvals

Contractor will obtain all Applicable Permits except DTE Permits, required for the construction, installation, start-up, and operation of the Solar Energy Facility and the performance of the Work hereunder, including but not limited to, land use approvals, recorded restrictive covenant, fire

marshal, architectural or design review, or other covenant, conditions and restrictions (CC&Rs) approvals, nighttime operations, encroachment (hauling, street cleaning, etc.), soil erosion and sedimentation control, storm water pollution prevention plan and water quality management plan permits, those listed on [redacted] or any other specialty permits, in each case, when and as required for the performance of the Work in accordance with the Project Schedule.

7.2 Coordination During Installation

DTE and Contractor shall cooperate with each other in an effort to coordinate the activities of Contractor and Subcontractors with those of DTE, its employees, agents and contractors.

7.3 Coordination for Special Inspections

Contractor shall coordinate the inspections of the Site by any Governmental Authorities as well as any other inspections, including but not limited to those required by DTE, insurance company representative, or manufacturers' representative and the requirements specified in the chart below:

Item No.	Description	Notification Req'd
1	Major Material Delivery	[redacted]
2	Concrete Pour	[redacted]
3	Cable/Piping Trench Closure	[redacted]
4	Excavation for site drainage/new catch basin	[redacted]
5	Meggar Testing	[redacted]
6	DTE Meter Installation	[redacted]
7	DC Test	[redacted]
8	AC Test	[redacted]

ARTICLE 8
OWNERSHIP OF CERTAIN PROPERTY

8.1 [redacted]

[redacted]

ARTICLE 9

[redacted]

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ARTICLE 10
PUNCHLIST, MECHANICAL COMPLETION; SUBSTANTIAL COMPLETION, AND FINAL COMPLETION

10.1 [redacted]

[redacted]

[redacted]

10.2 Mechanical Completion.

When Contractor believes it has achieved Mechanical Completion, it shall deliver to DTE, a completed Mechanical Completion Certificate. DTE shall, within [redacted] following receipt of such certificate, either (i) deliver to Contractor a countersigned Mechanical Completion Certificate indicating its acceptance of the achievement of such milestone, or (ii) if reasonable cause exists for doing so, notify Contractor in writing that such milestone has not been achieved, stating in detail the reasons therefor. If within such [redacted]. If DTE delivers the notice under the preceding clause (ii), Contractor promptly shall take such action, including the performance of additional Work to achieve such milestone, and upon completion of such actions, Contractor shall issue to DTE, another notice with respect to such milestone pursuant to this subsection. Such procedure shall be repeated as necessary until such milestone has been achieved.

10.3 Substantial Completion.

When Contractor believes it has achieved Substantial Completion, it shall deliver to DTE, a completed Substantial Completion Certificate. DTE shall, within [redacted] following receipt of such notice, either (i) deliver to Contractor a countersigned Substantial Completion Certificate indicating its acceptance of the achievement of such milestone, or (ii) if reasonable cause exists for doing so, notify Contractor in writing that such milestone has not been achieved, stating in detail the reasons therefor. [redacted] If DTE delivers the notice under the preceding clause (ii), Contractor promptly shall take such action, including the performance of additional Work to achieve such milestone, and upon completion of such actions, Contractor shall issue to DTE, another notice with

respect to such milestone pursuant to this subsection. Such procedure shall be repeated as necessary until such milestone has been achieved. For all purposes of this Agreement, the date of achievement of Substantial Completion (the "Substantial Completion Date") shall be the date on which the last of the conditions for achievement of Substantial Completion was satisfied, as set forth in the Substantial Completion Certificate countersigned by DTE.

10.4 Final Completion.

When Contractor believes that it has achieved Final Completion, it shall deliver to DTE, a completed Final Completion Certificate. DTE shall, within [redacted] following receipt of such certificate, either (i) deliver to Contractor a countersigned Final Completion Certificate indicating its acceptance of the achievement of such milestone, or (ii) if reasonable cause exists for doing so, notify Contractor in writing that such milestone has not been achieved, stating in detail the reasons therefor. [redacted] If DTE delivers the notice under the preceding clause (ii), Contractor promptly shall take such action, including the performance of additional Work to achieve such milestone, and upon completion of such actions, Contractor shall issue to DTE, another notice with respect to such milestone pursuant to this subsection. Such procedure shall be repeated as necessary until such milestone has been achieved. For all purposes of this Agreement, the date of achievement of Final Completion (the "Final Completion Date") shall be the date on which the last of the conditions for achievement of Final Completion was satisfied, as set forth in the Final Completion Certificate countersigned by DTE.

ARTICLE 11
REPRESENTATIONS AND WARRANTIES

11.1 Each Party warrants and represents to the other that:

11.1.1 It has all requisite power, authority and approvals to legally and validly execute and deliver this Agreement.

11.1.2 The execution, delivery, and performance of this Agreement have been duly authorized by, or are in accordance with, each Party's respective governing entity, and this Agreement has been duly executed for it and delivered by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;

11.1.3 Its execution, delivery, and performance of this Agreement will not breach or violate, or constitute a default under any contract or instrument to which it is a Party or by which it or its properties may be bound or affected; and

11.1.4 It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect either Party's ability to perform hereunder.

11.2 Contractor warrants and represents to DTE that:

11.2.1 Contractor has examined and carefully reviewed this Agreement;

11.2.2 Contractor has inspected the Site and become generally familiar with the general, local and site conditions that may affect the construction, installation and operation of the Solar Energy Facility and the performance of the Work;

11.2.3 Contractor has performed, or has caused to be performed, all necessary due diligence to determine suitability of the Site for the Solar Energy Facility including without limitation any structural, soils, or civil analyses or reports. [redacted]

11.2.4 Contractor has all the required skills and capacity necessary to perform or cause to be performed the Work in a timely and professional manner, utilizing sound engineering principles, project management procedures and supervisory procedures, all in accordance with this Agreement and Prudent Industry Practice; and

11.2.5 Contractor is familiar with Applicable Laws, regulations, and interconnection standards relevant to the performance of its obligations under this Agreement.

ARTICLE 12
KEY PERSONNEL AND SUBCONTRACTORS

12.1 Key Personnel

12.1.1 If requested by DTE, Contractor shall list the Key Personnel assigned to each SOW and provide in [redacted]

12.1.2 In the event of an approved Key Personnel replacement on any SOW, the Contractor shall provide the following:

a) The replacement resource will be of substantially similar skills and experience as the departing resource and fit the labor category originally contracted.
b) The replacement resource will be briefed/ramped up on the project at no cost to DTE
c) The replacement of resources will be timely and seamless, as commercially practical with no delays in the project schedule.

12.2 Authority to Subcontract

Contractor may delegate its duties and performance under this Agreement and shall have the right to enter into agreements with Subcontractors to perform the Work hereunder; provided, however that such delegations do not relieve Contractor from liability or its obligations to DTE under this Agreement. Subcontractors shall have the required skills and capacity necessary to perform or cause to be performed the Work in a timely and professional manner, utilizing sound engineering principles, project management procedures and supervisory procedures, all in accordance with this Agreement, Applicable Laws and Prudent Industry Practice. Prior to the start of construction on the Site, and unless the parties shall have previously agreed upon Contractor's selection of Subcontractors, Contractor shall submit to DTE a comprehensive list of all Subcontractors. Such list shall be kept current and revised and updated as necessary. DTE shall have the ability, in its sole discretion, to reject any Subcontractor proposed by Contractor; however, in the event Owner's decision increases Contractor's cost and/or time of performance, the Contract Price and or Schedule shall be adjusted by Change Order. Contractor shall bind every Subcontractor to the terms and provisions of this Agreement to the extent applicable to such party's work under this Agreement, including the requirements of [redacted]. At DTE's request, Contractor shall remove any Contractor or Subcontractor personnel that DTE in its sole discretion deems incompetent, disorderly, insubordinate, careless or otherwise objectionable, without cause, at any time

12.3 Prompt Payment of Subcontractors

Contractor shall promptly pay when due all amounts payable to its Subcontractors for labor and materials furnished in the performance of this Agreement and shall ensure that the Solar Energy Facility and the Site remain free of any Liens arising through Contractor and/or any of its Subcontractors.

12.4 [redacted]

[redacted]

[redacted]

[redacted]

12.5 Responsibility

Contractor shall, at all times, be responsible for the acts, errors and/or omissions of its Subcontractors and agents. Nothing in this Agreement shall constitute any contractual relationship between DTE and any Subcontractor or in any way obligate DTE to pay, or to be responsible for the payment of, any sums to any Subcontractors.

ARTICLE 13

[redacted]

13.1 [redacted]

[redacted]

13.2 [redacted]

[redacted]

[redacted]

13.3 [redacted]

[redacted]

13.4 [redacted]

[redacted]

13.5 [redacted]

[redacted]

13.6 [redacted]

[redacted]

13.7 [redacted]

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ARTICLE 14

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ARTICLE 15

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ARTICLE 16

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ARTICLE 18

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ARTICLE 19

[redacted]

[redacted]

ARTICLE 20
MISCELLANEOUS

20.1 Assignment

Neither Party shall assign this Agreement or any of its rights hereunder without the prior written consent of the other Party. Notwithstanding the foregoing, DTE may, without the need for consent from Contractor: (i) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of DTE, provided, however, that any such assignee shall agree to be bound by the terms and conditions hereof; or (ii) assign its rights under this Agreement to an affiliate or to a successor entity in a merger or acquisition transaction, provided, however, that any such assignee shall agree to be bound by the terms and conditions hereof. Any assignment made in contravention of this clause shall be void and unenforceable.

20.2 Agreement Construction

This Agreement is the result of arms-length negotiations between two sophisticated parties and ambiguities or uncertainties in it shall not be construed for or against either Party but shall be construed in a manner that most accurately reflects the intent of the Parties when such Agreement was executed.

20.3 Binding Effect

Except as otherwise provided herein, the terms and provisions of this Agreement shall apply to, be binding upon, and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

20.4 Independent Contractor

The Parties hereto agree that Contractor 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, nor shall it be construed as creating any relationship whatsoever between DTE and any Subcontractors nor between DTE and Contractor employees or agents. Neither Contractor nor any Subcontractors nor any of their respective employees shall be deemed to be employees of DTE.

20.5 No Waiver

The failure of Contractor or DTE to insist upon the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Agreement.

20.6 Severability

In the event that any clause or provision of this Agreement or any part thereof becomes or shall be declared by a court of competent jurisdiction invalid, illegal, void, or unenforceable, this Agreement shall continue in full force and effect without said provisions, provided that no such severability shall be effective if it materially changes the benefits or obligations of either Party hereunder.

20.7 Entire Agreement; Survival

This Agreement, when executed, together with all Exhibits, shall constitute the entire agreement between the Parties; and this Agreement cannot be amended, modified, or terminated except by a written instrument, executed by both Parties hereto. Termination of this Agreement shall not relieve either Contractor or DTE of any obligation which expressly or by implication survives termination hereof.

20.8 Governing Law; Jurisdiction

this agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan without regard to principles of conflicts of law.

The Parties agree that any action with respect to the Agreement shall be brought in a court of competent subject matter jurisdiction located in the State of Michigan and the Parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.

20.9 Notice

Any notice required or permitted hereunder shall be deemed received (i) on the day on which such notice is delivered personally, (ii) on the [redacted] after deposit in the U.S. Mail; provided such notice is sent by certified mail with a return receipt request and postage prepaid or (iii) the following Business Day if deposited with a recognized overnight carrier, to the address shown below or to such other persons or addresses as are specified by similar notice. Email notifications are acceptable for day-to-day project correspondence.

If to DTE:

with a copy to:

DTE Electric Company
One Energy Plaza, 1635 WCB
Detroit, MI 48226
Attention: General Counsel
Fax: 313-235-8500

If to Contractor:

Barton Malow Company
26500 American Drive
Southfield, MI 48034
Attention: General Counsel

20.10 Headings

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

20.12 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

20.13 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 Laws or order of a court of competent jurisdiction.

20.14 Cooperation

Upon the receipt of a request from the other Party, each Party shall execute such reasonable additional documents, instruments, estoppels, and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 20.14**.** Without limiting the generality of the foregoing, Contractor will provide DTE promptly upon DTE's written request all documents reasonably necessary for DTE to qualify of the SEF as "Qualified Facility" under pertinent rules and regulations of the FERC or any other Governmental Authority.

20.15 No Rights in Third Parties.

Unless and except as may be otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties and shall not imply or create any rights on the part of, or obligations to, any other person.

20.16 [redacted]

[redacted]

[redacted]

20.17 Drafting Ambiguities

Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other. Any rule of construction that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement, or any amendments [redacted].

20.18 [redacted]

[redacted]

IN WITNESS WHEREOF, Contractor and DTE have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CONTRACTOR:

Barton Malow Company

[redacted]

DTE:

DTE ELECTRIC COMPANY

[redacted]

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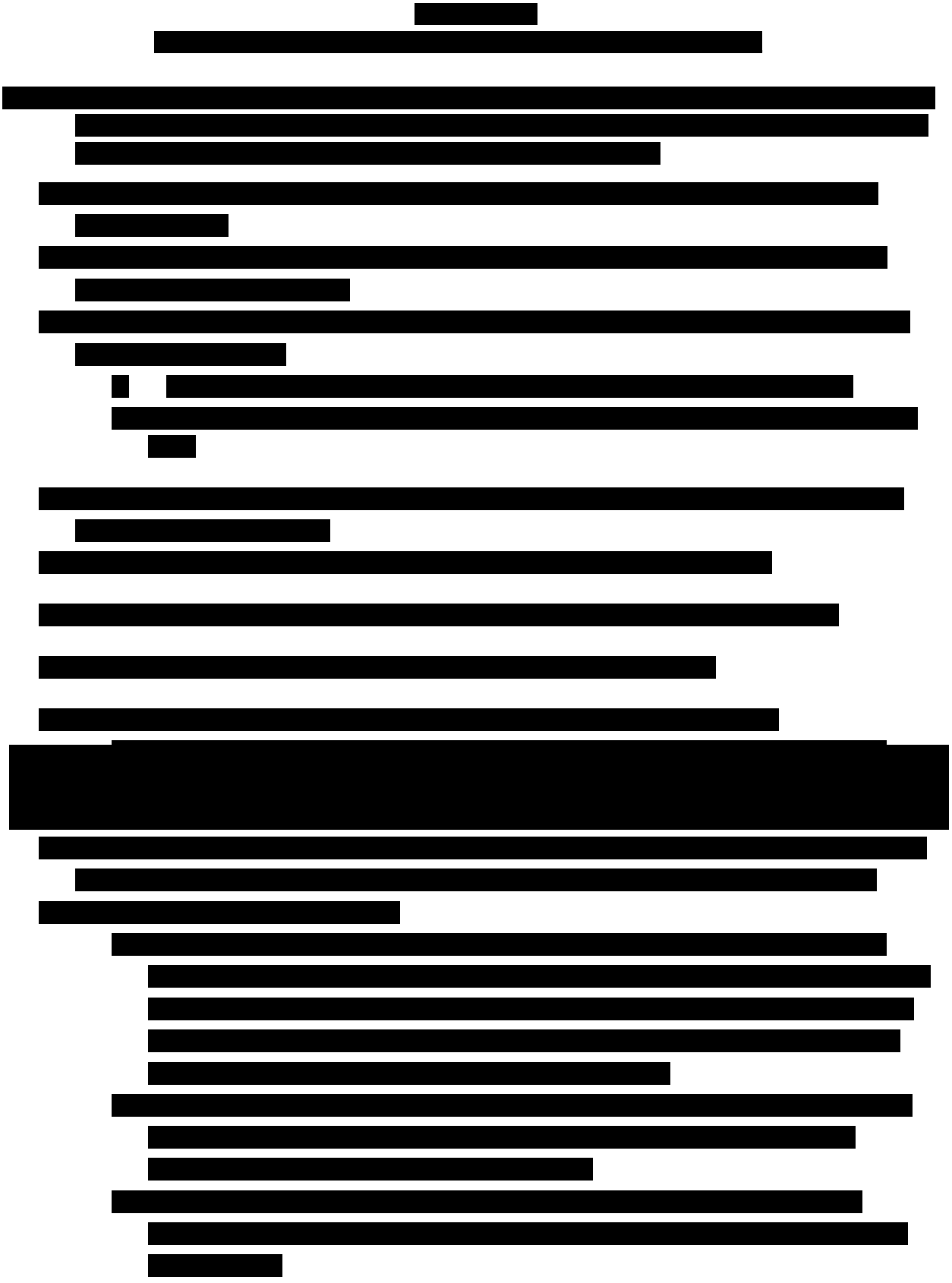
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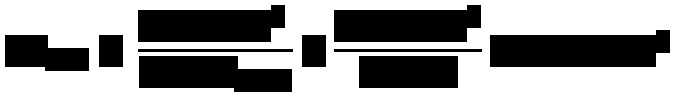
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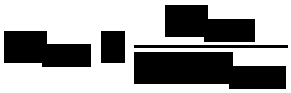
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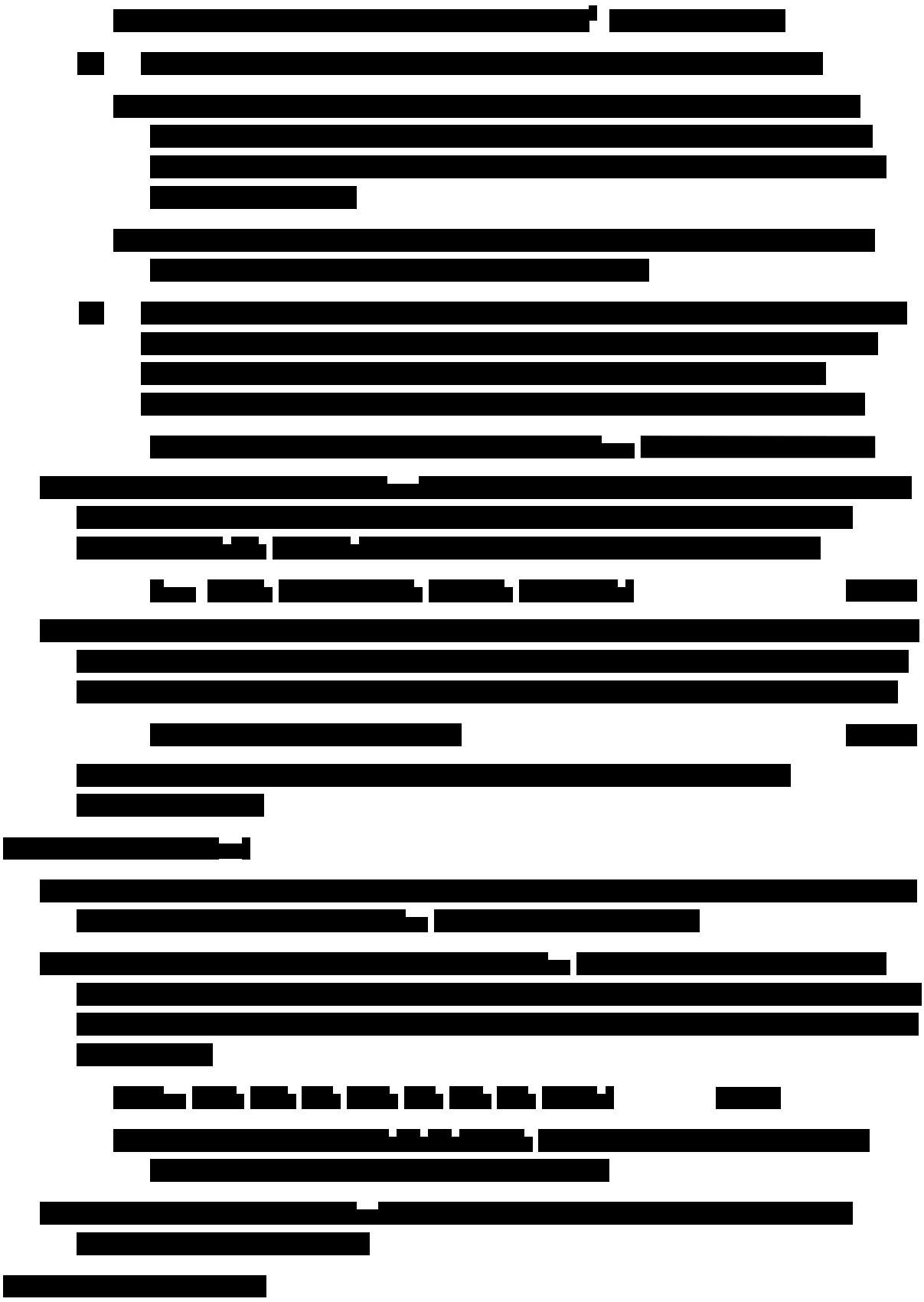






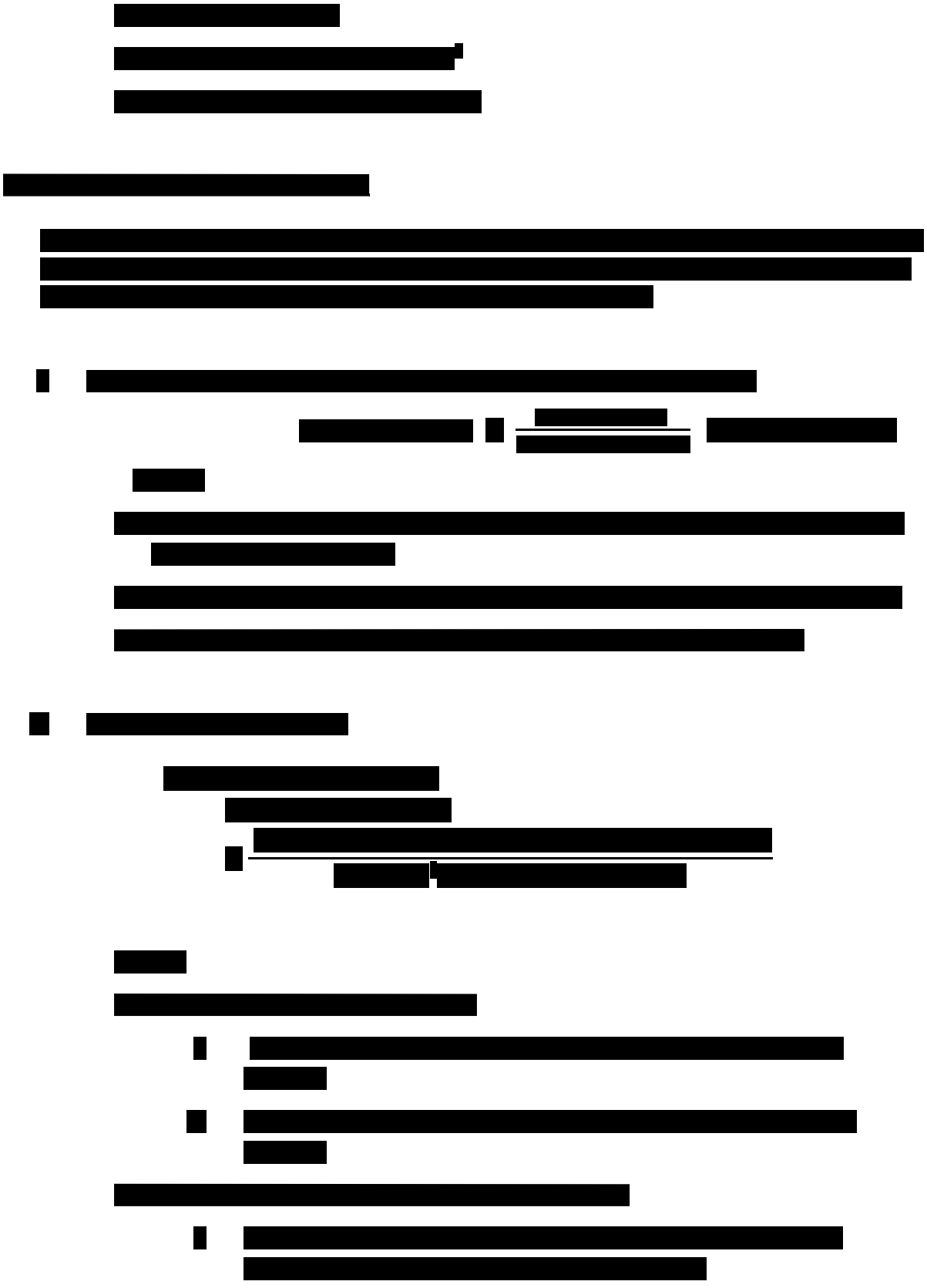






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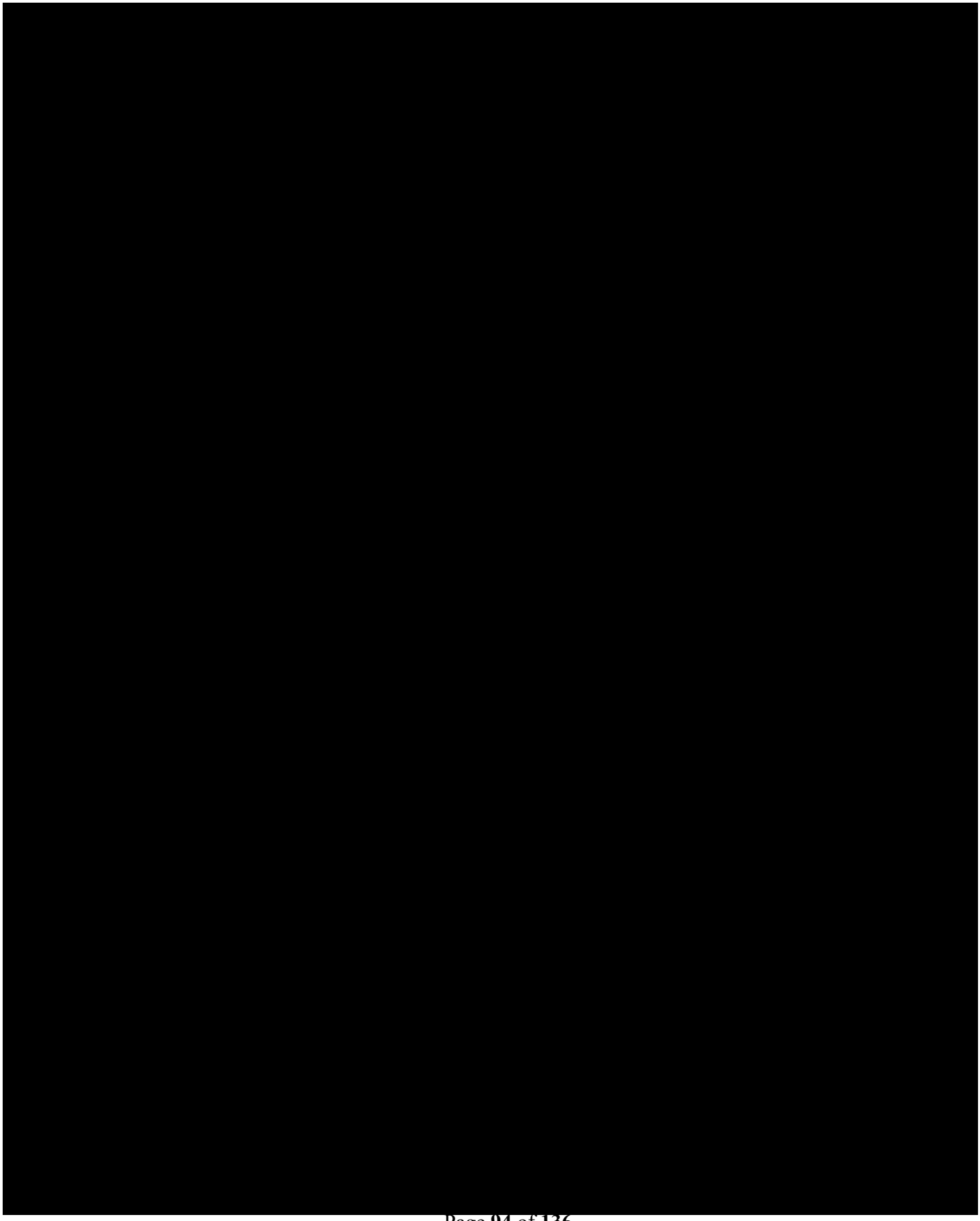
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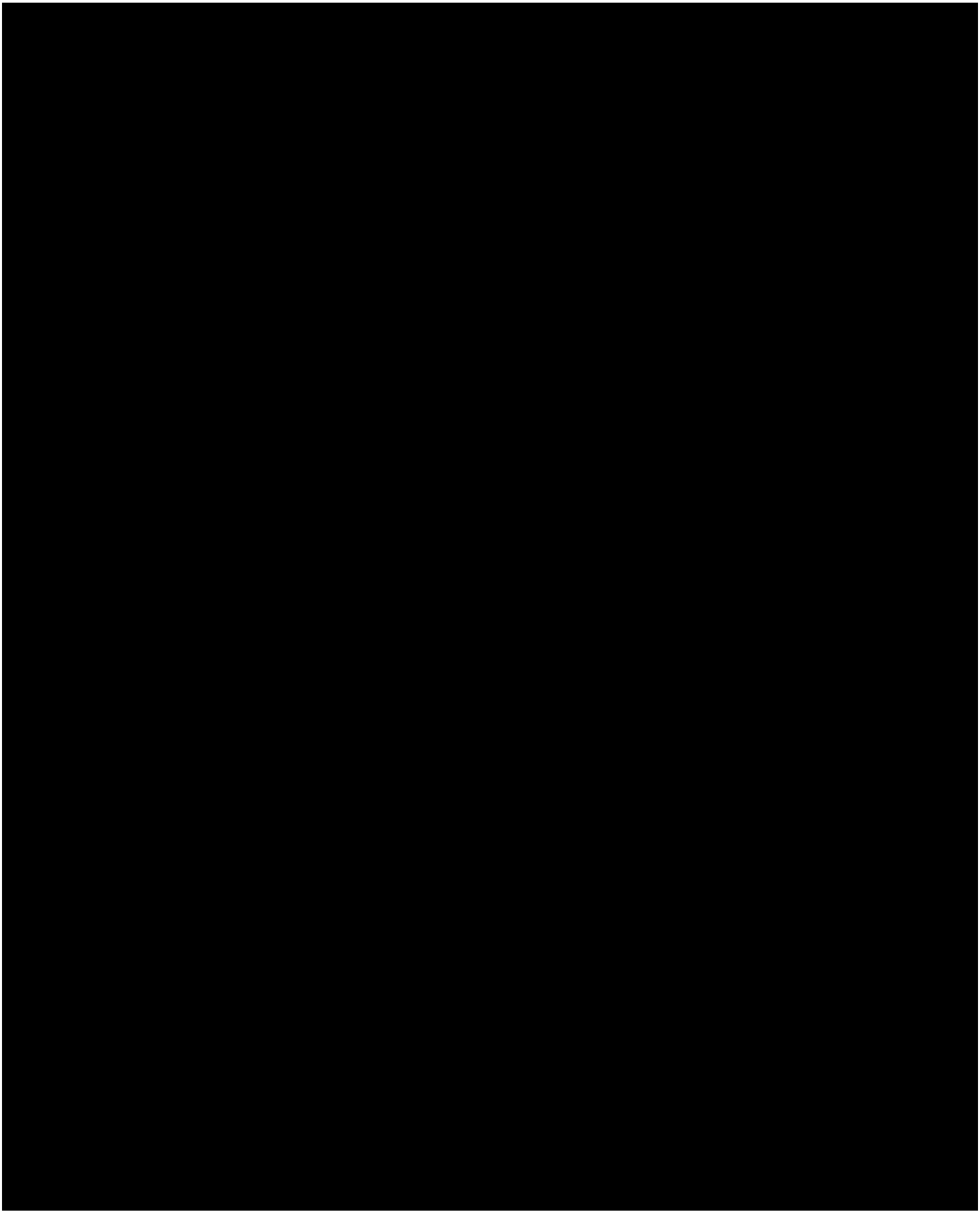
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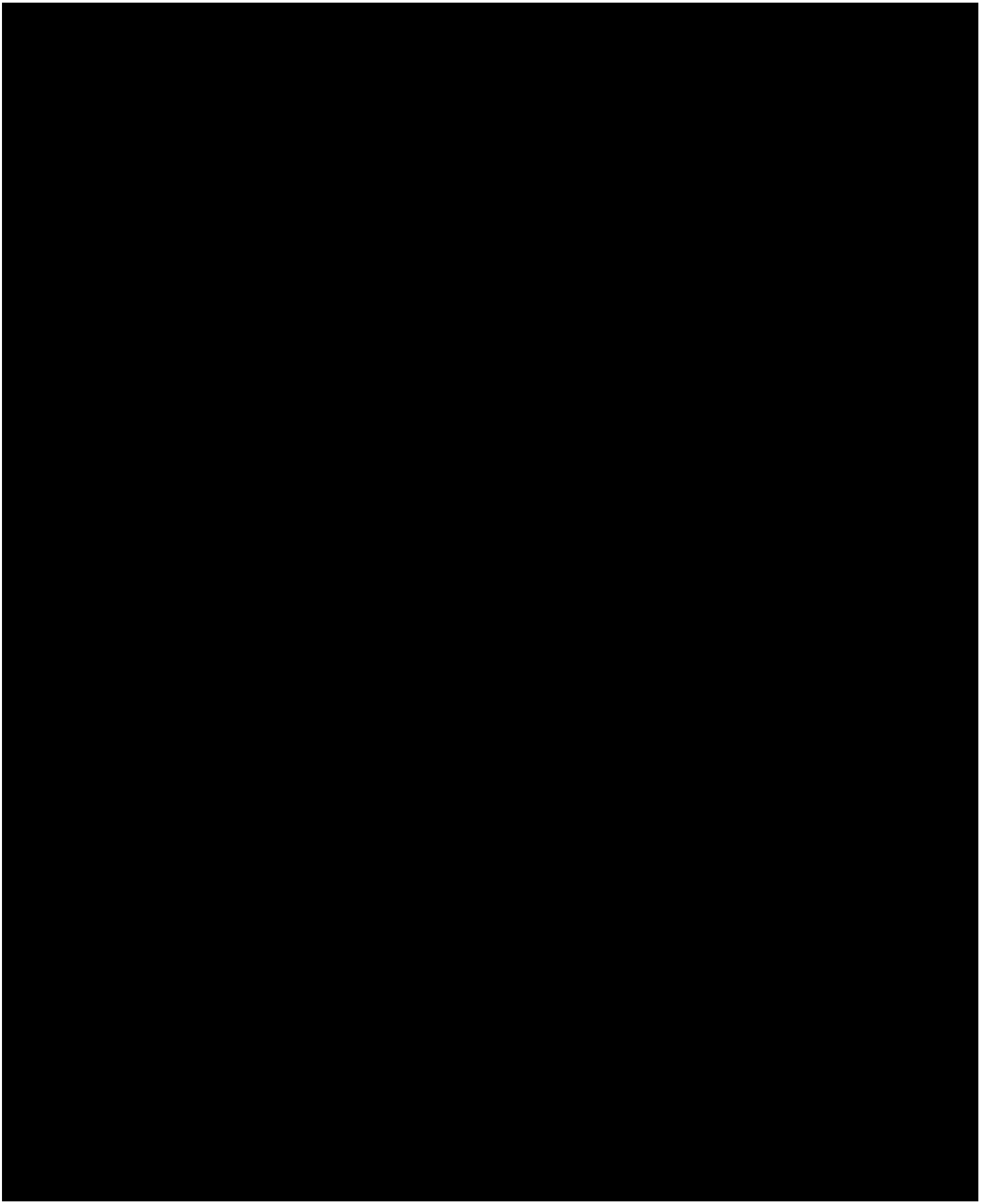
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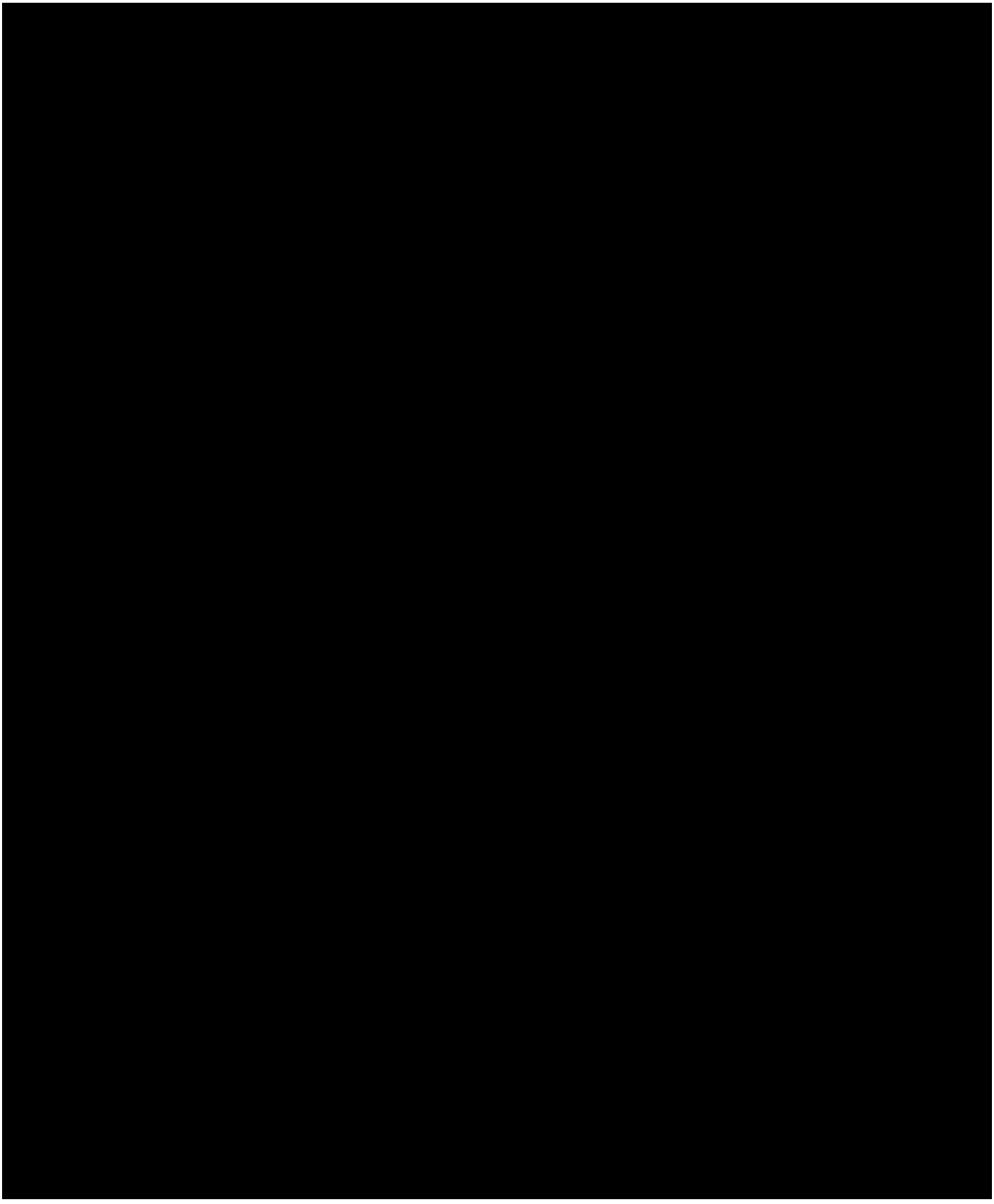
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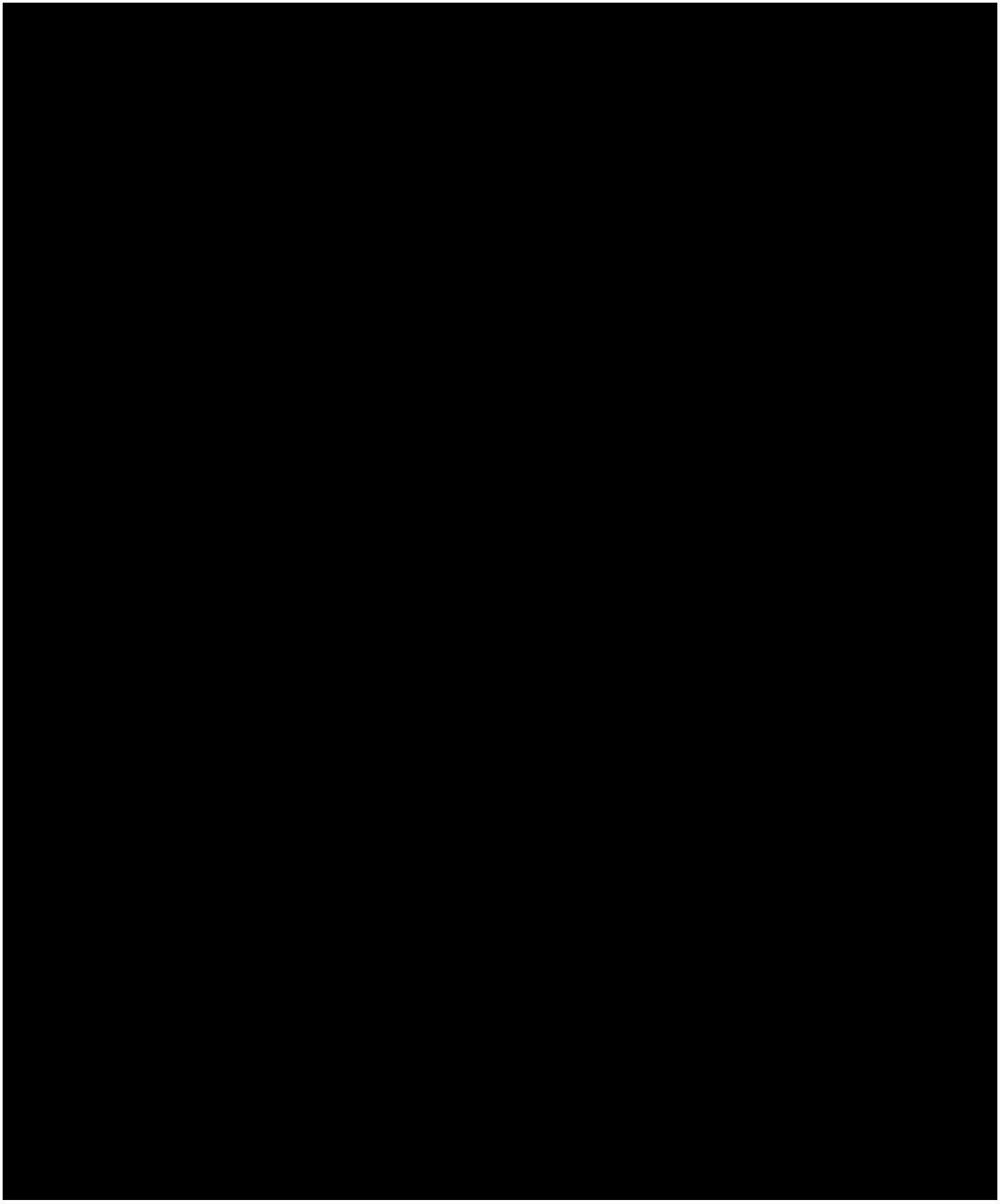


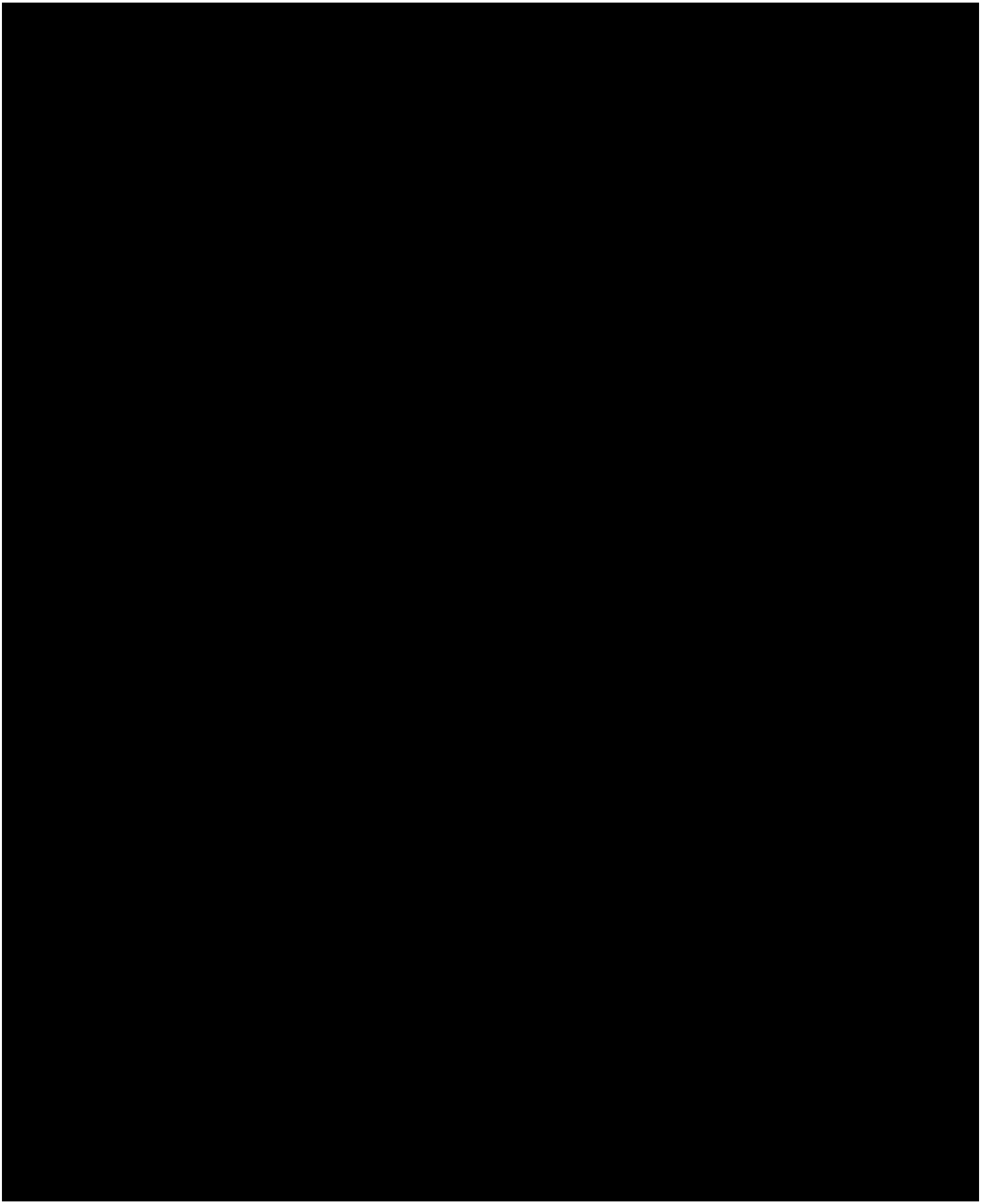


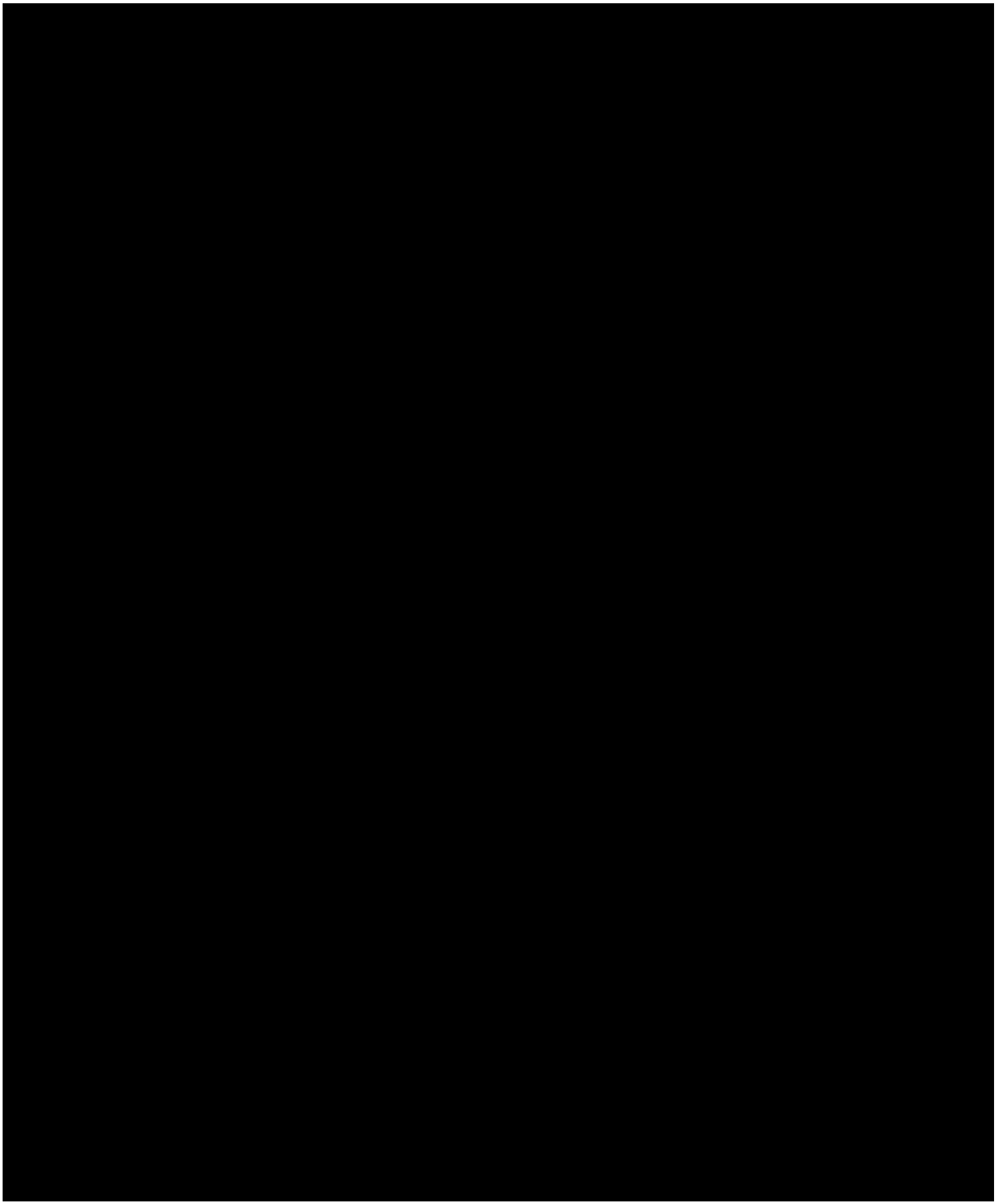


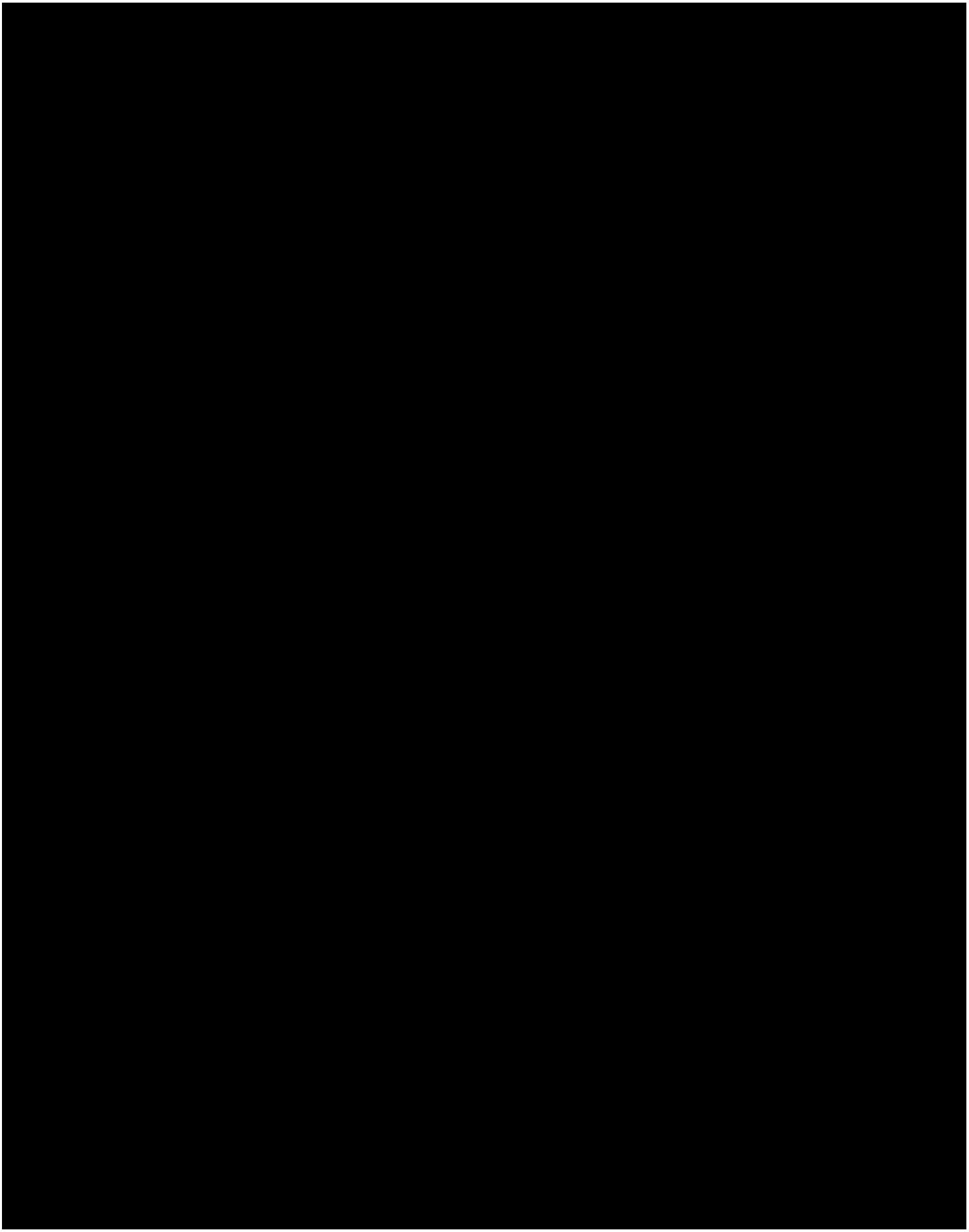


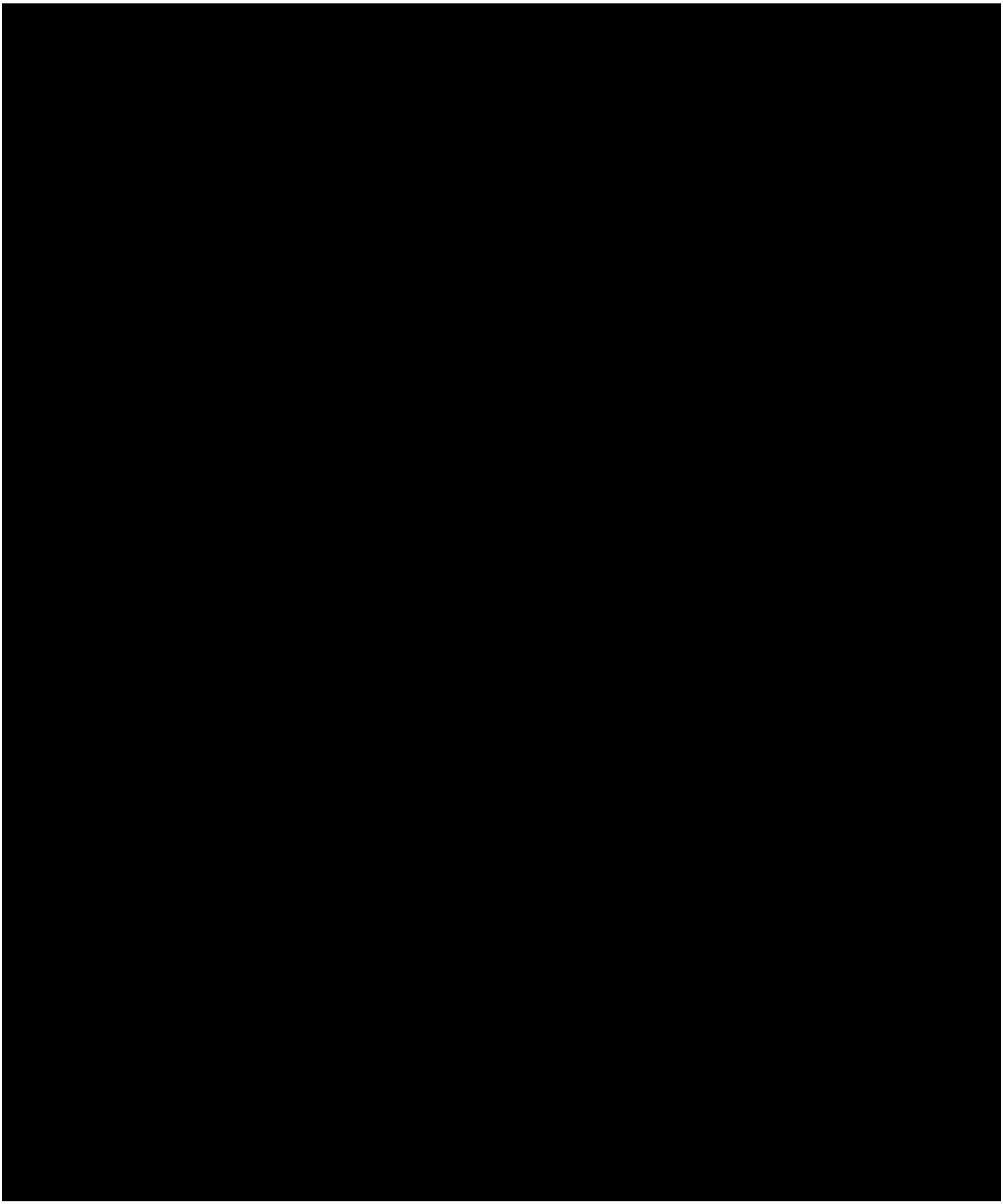


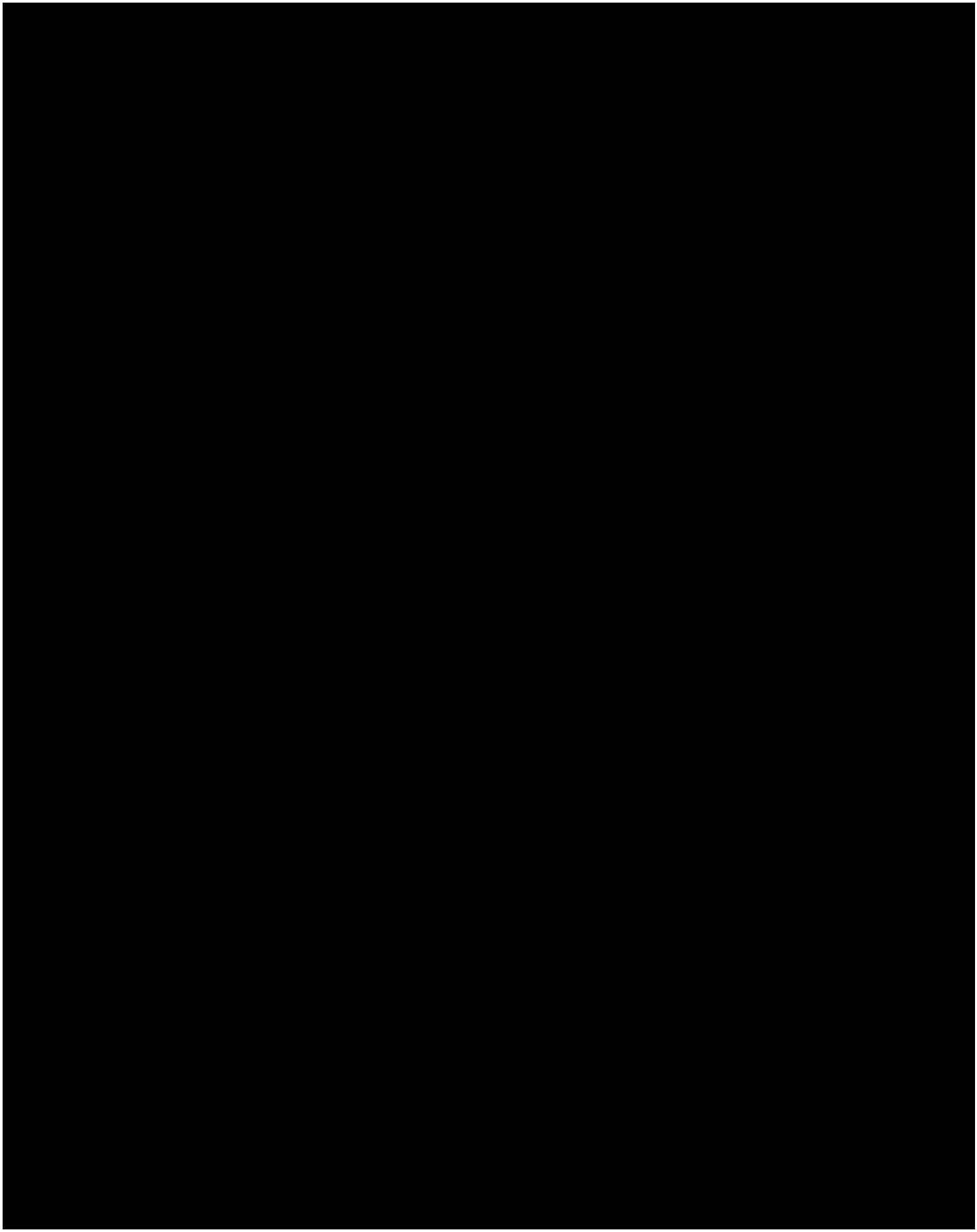


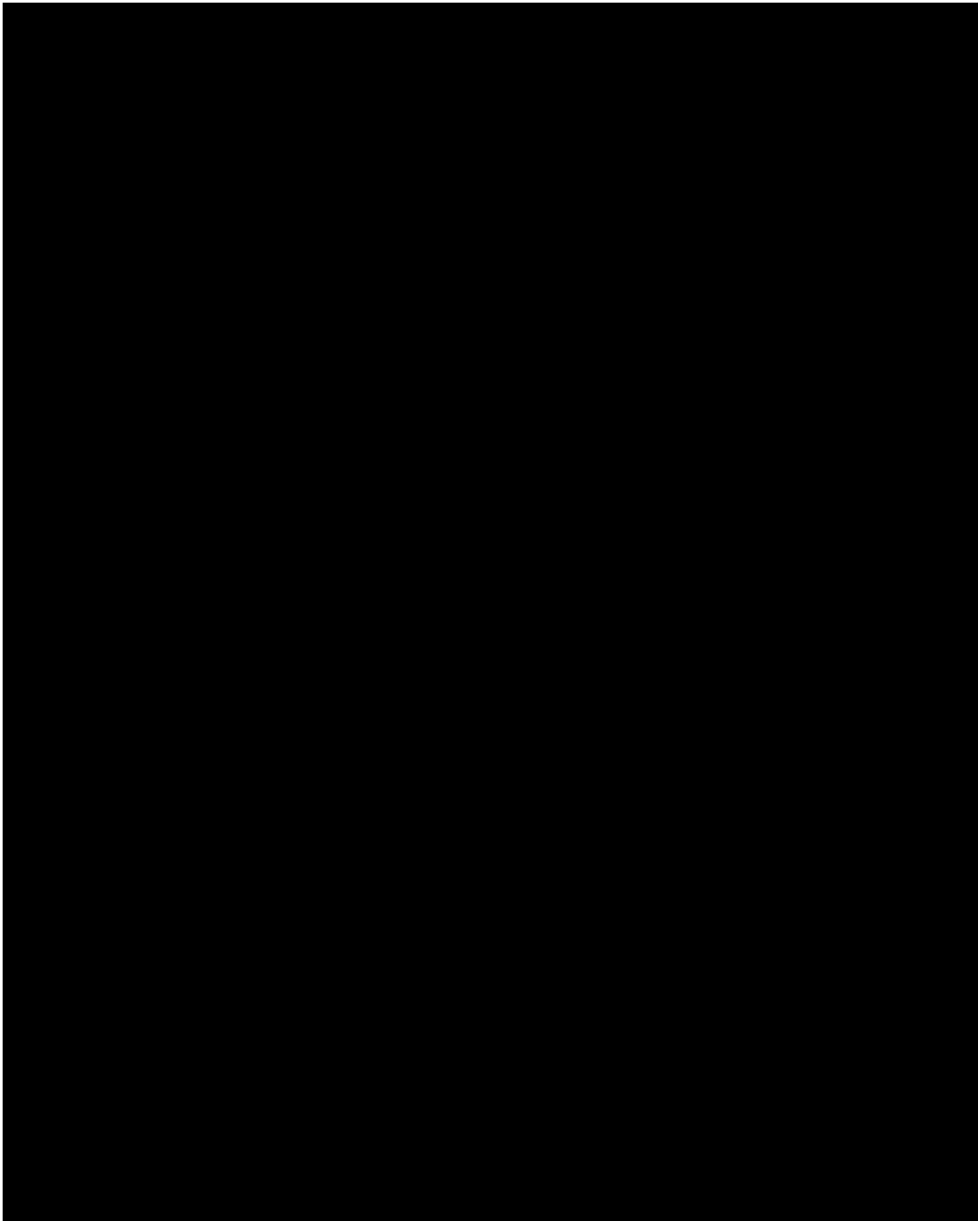


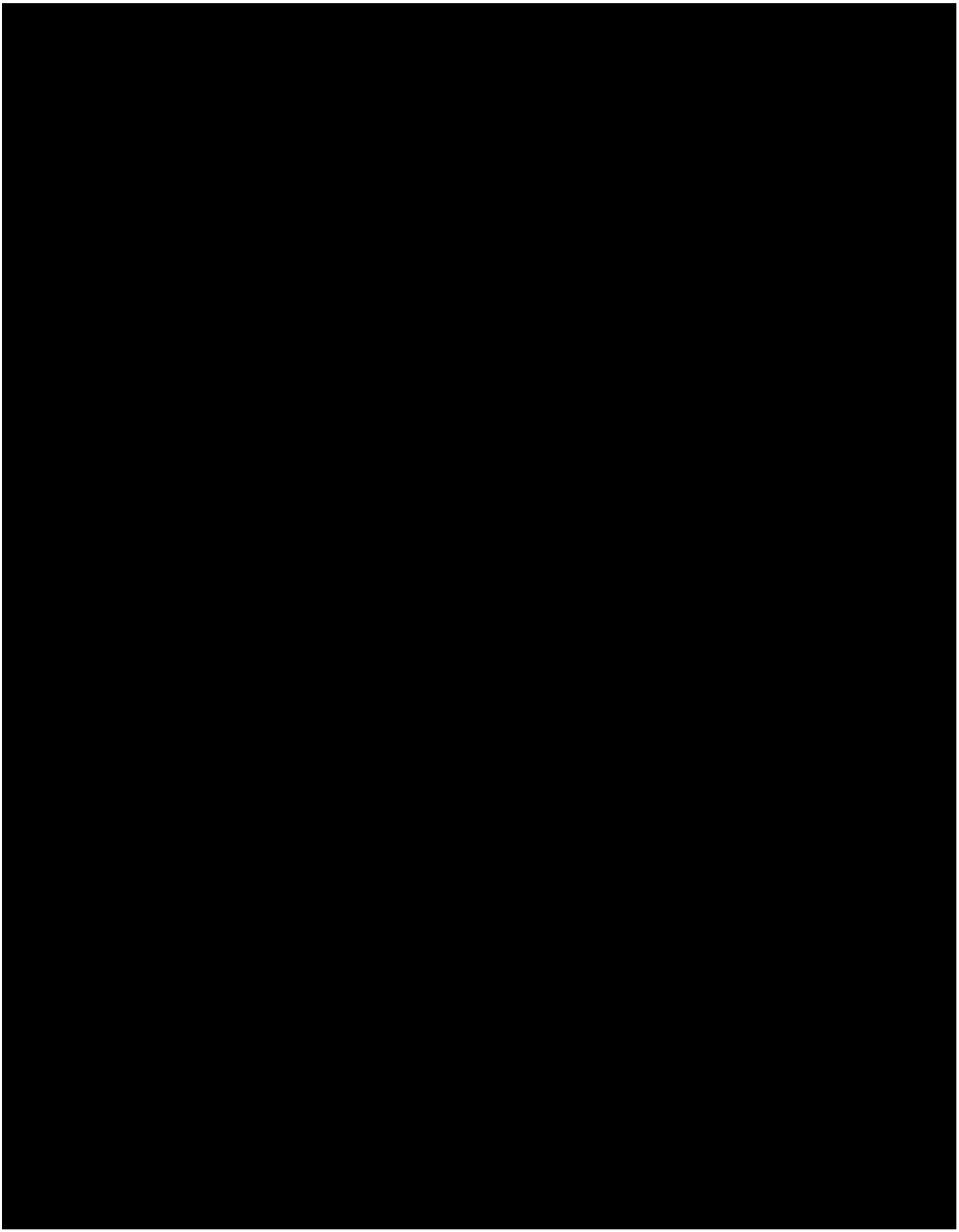


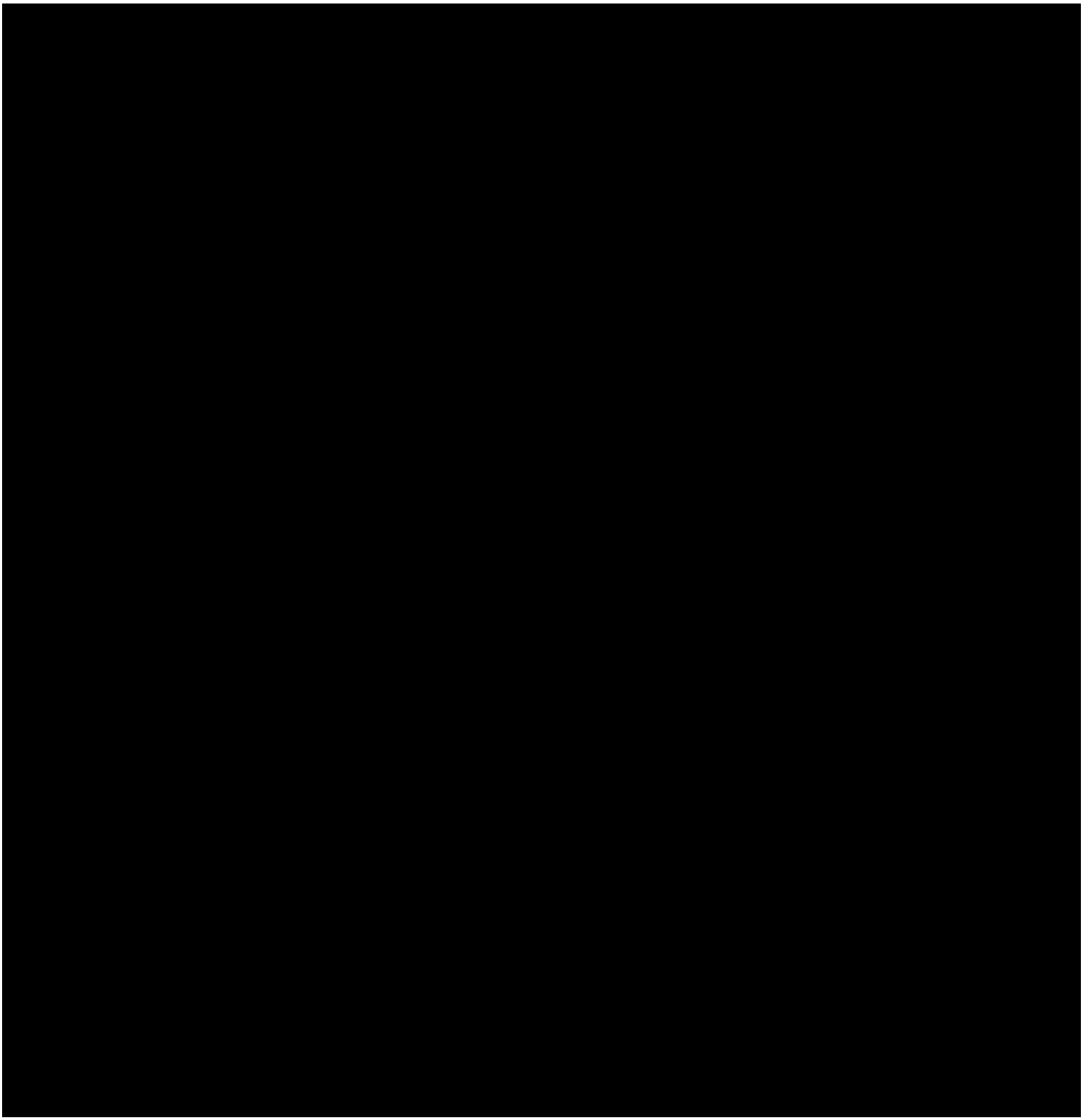


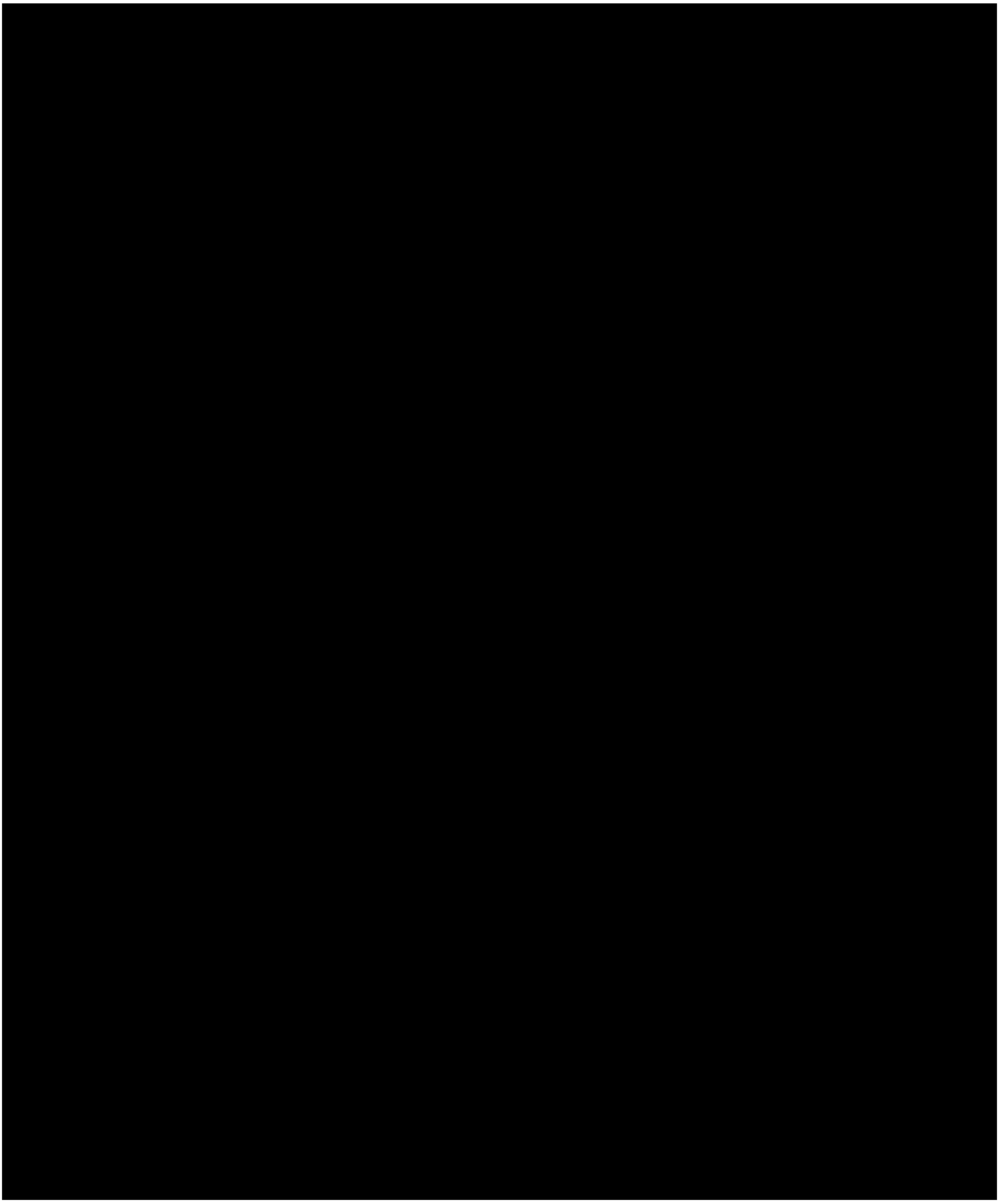


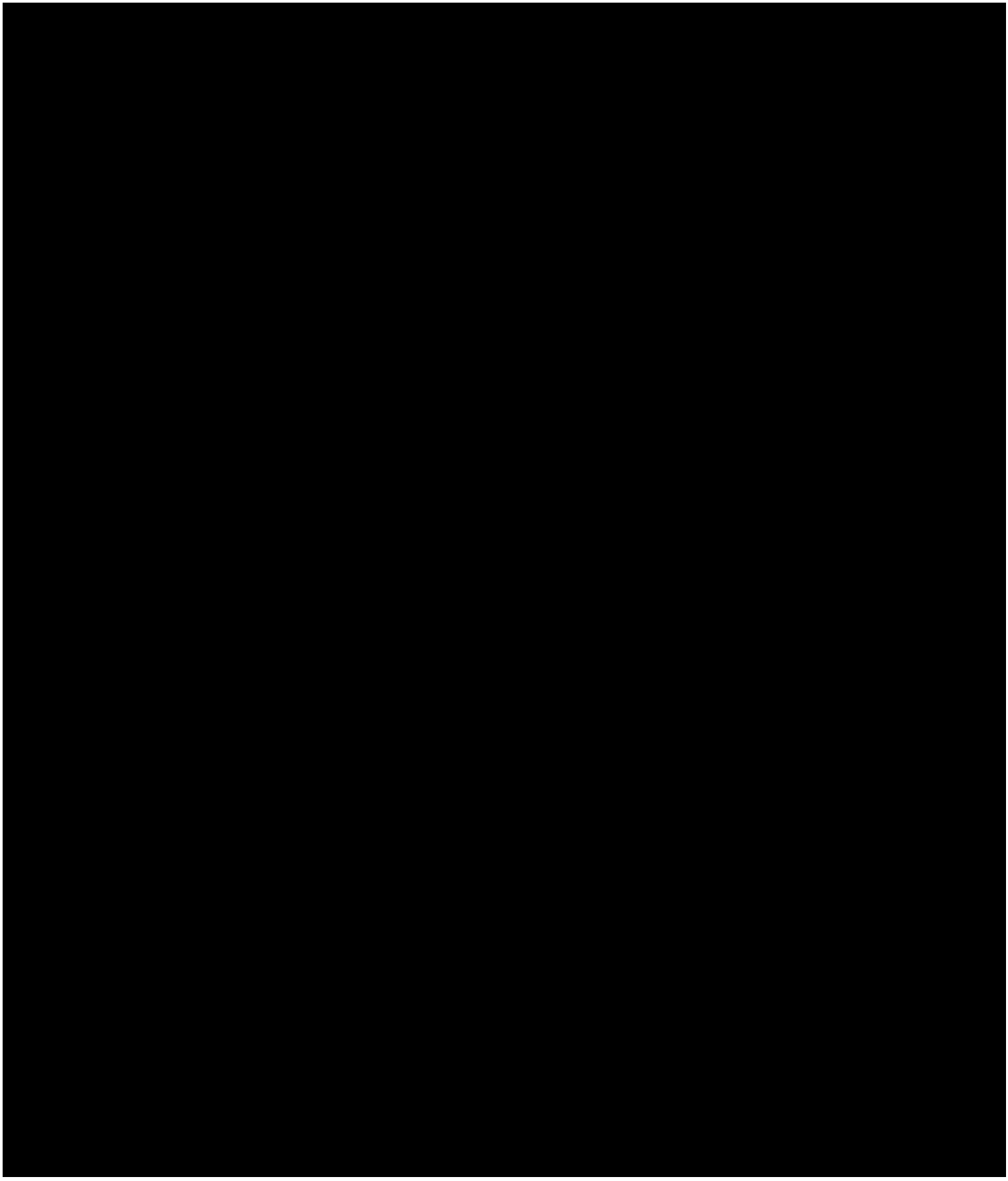






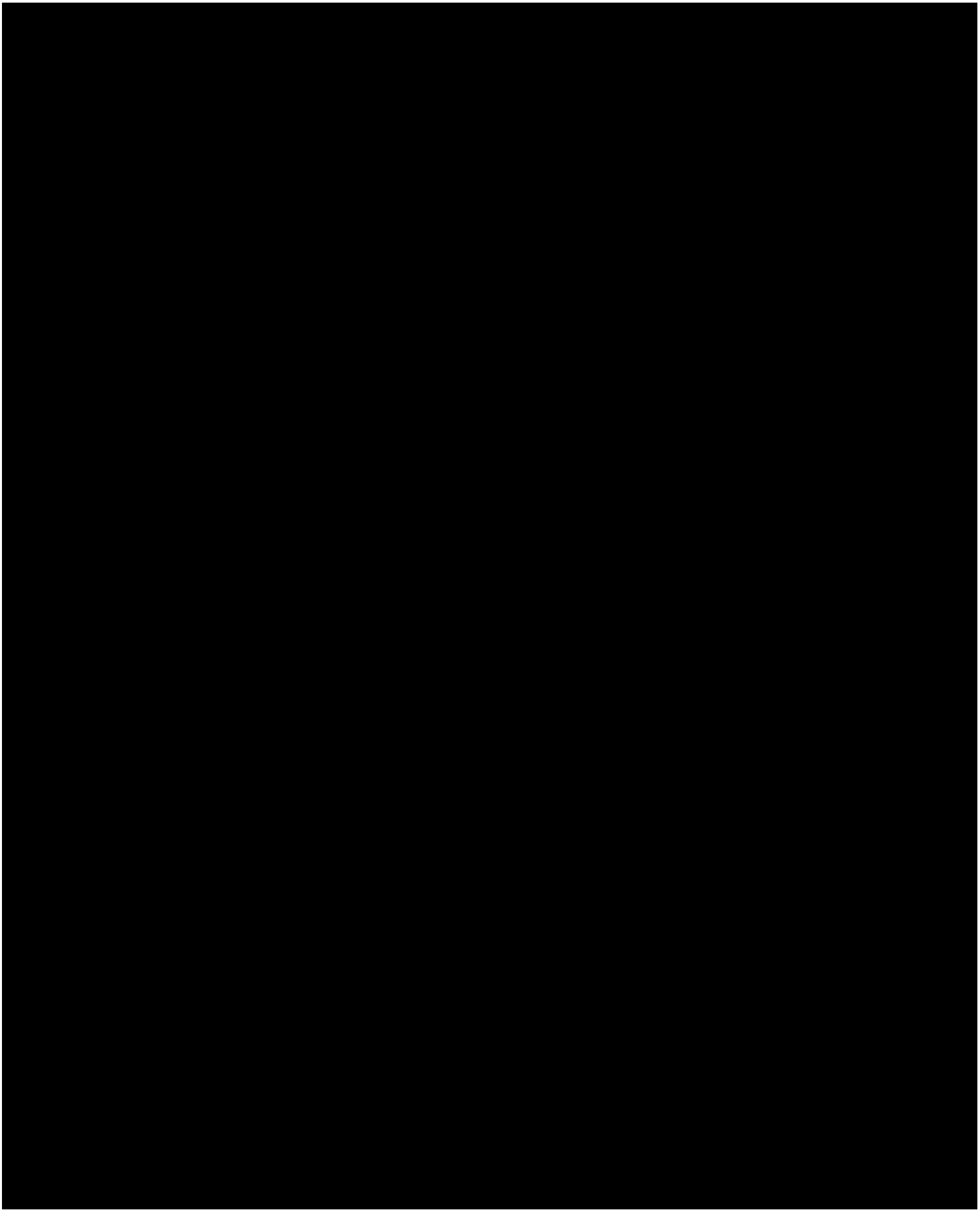


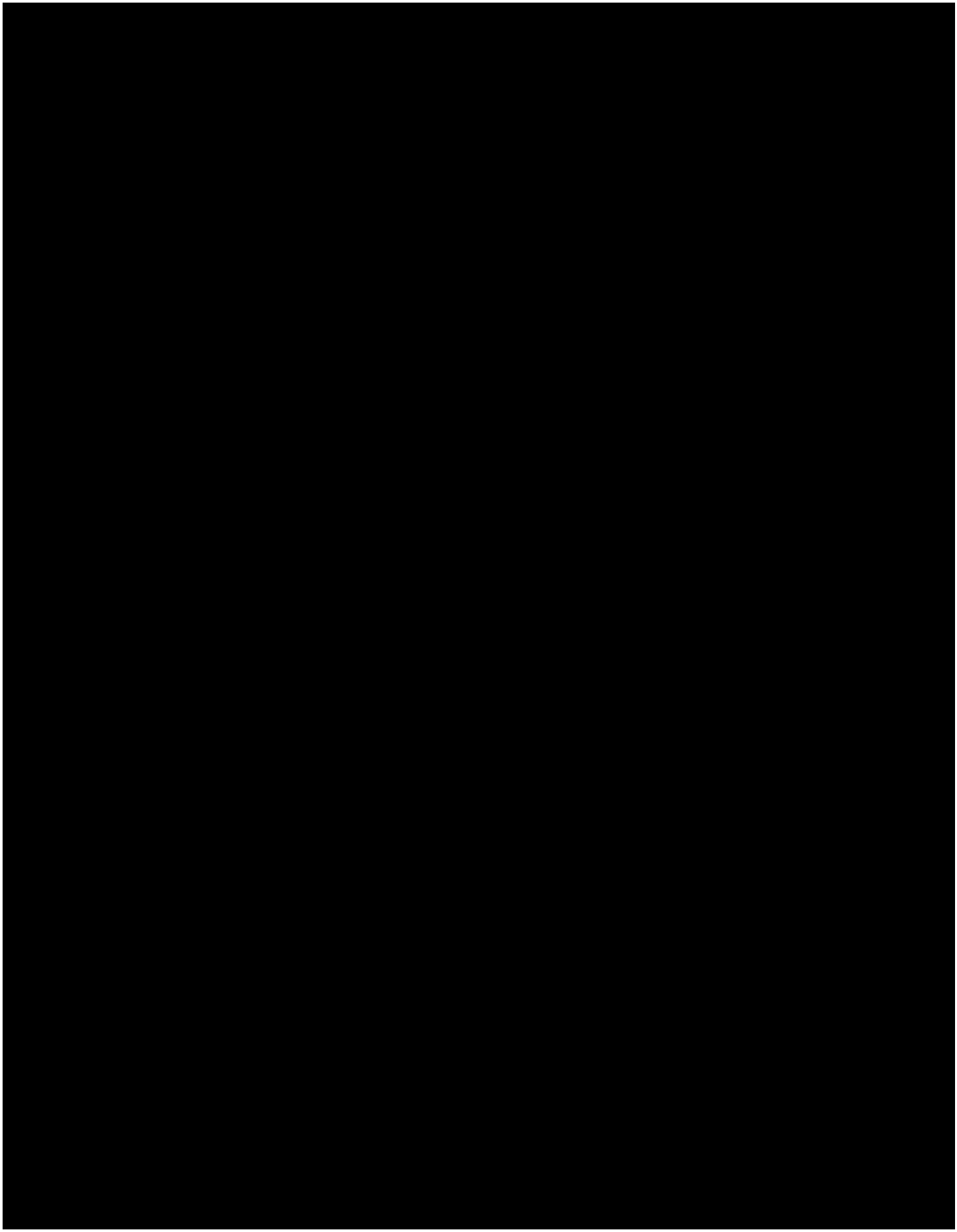


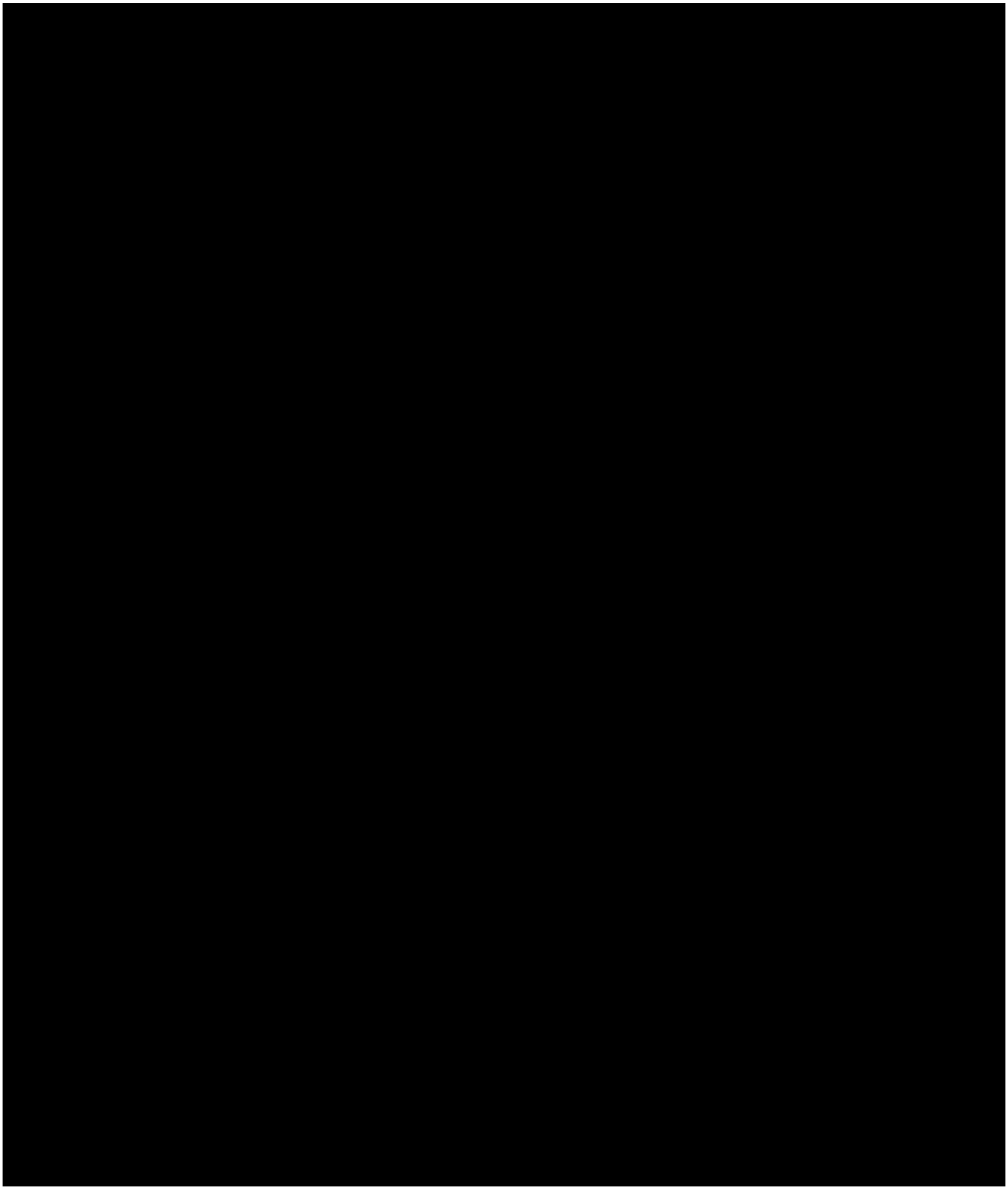


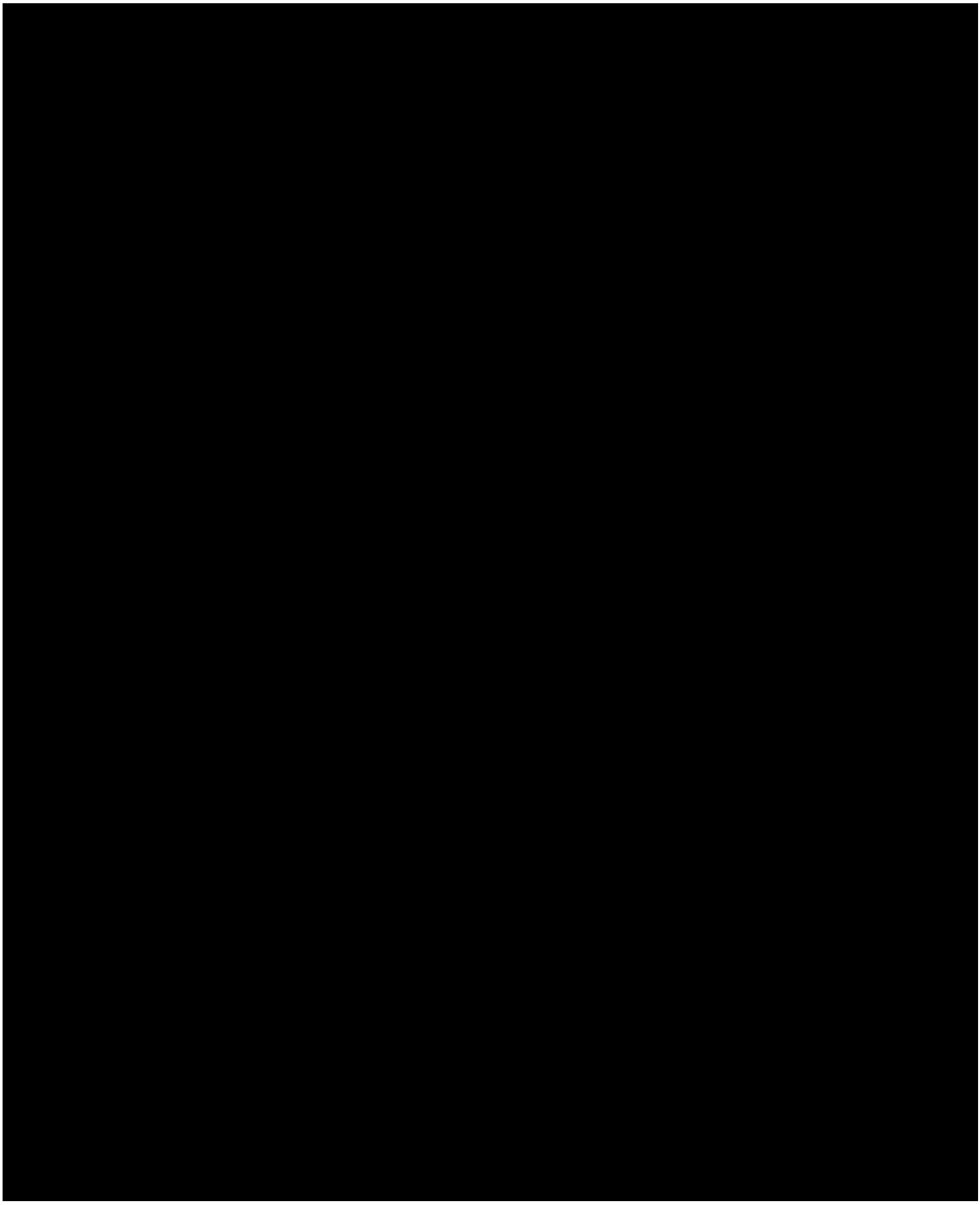
















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MASTER SERVICE AGREEMENT ("MSA")

SOLAR ENGINEER, PROCUREMENT AND CONSTRUCTION

BETWEEN

DTE ELECTRIC COMPANY

AND

Burns & McDonnell Michigan, Inc as Contractor

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This Master Service Agreement – Solar Engineer, Procurement, and Construction ("MSA") [redacted] ("Effective Date") by and between DTE Electric Company, whose principal address is One Energy Plaza, Detroit, Michigan 48226 ("DTE" or "Owner") and Burns & McDonnell Michigan, Inc., whose principal address is 2111 Woodward Ave., Detroit, MI 48201 ("Contractor") and sets forth the terms and conditions for any Work being performed by the Contractor.

RECITALS

A. DTE desires to own and operate solar photovoltaic systems located in the State of Michigan, as such systems may be more specifically described in [redacted].

B. Contractor is a full-service engineering, procurement, and construction company with the financial and technical capabilities to provide services to DTE as described in [redacted], including, but not limited to, engineering, procurement of material not provided by DTE, project and construction management, construction and installation, commissioning, testing and training as to its operation and maintenance.

C. Contractor has received, reviewed, and understands DTE's requirements for solar photovoltaic systems as contained herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter contained, and other good and valuable consideration receipt of which is hereby acknowledged, DTE and Contractor hereby agree as follows:

ARTICLE 1

From time to time, the Parties may mutually agree upon a [redacted]

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[redacted]

Manufacturers' Warranties

[redacted]

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ARTICLE 2
DEFINITIONS

For purposes of the Agreement, [redacted], the defined terms herein shall have the meaning set forth as follows:

"Agreement" shall mean collectively this MSA [redacted] under this MSA, as the same may be amended or modified from time to time in accordance with the provisions hereof, including any [redacted] executed in accordance with this Agreement.

"Applicable Laws" shall mean all laws, building codes, rules, regulations, or orders of any federal, state, county, local, or other governmental body, agency, or authority having jurisdiction over the Solar Energy Facility and/or the performance of the Work, including without limitation the Code, tariffs, regulations regarding importation restrictions of goods, and all of the foregoing governing at the time the portion of the Work is performed.

"Applicable Permits" shall mean all permits, waivers, authorizations, or licenses issued or required to be issued by any federal, state, county, local, or other governmental body, agency, or authority having jurisdiction over the Solar Energy Facility and/or performance of the Work. A list of all Applicable Permits will be contained in [redacted], which [redacted] also includes a matrix of the responsibility of the Parties for such permits.

"Business Day" means any day except a Saturday, Sunday, or day on which banks in the State of Michigan are closed.

"Capacity Guarantee" shall have the meaning set forth in [redacted]

[redacted]

"Change" shall mean any material addition to, deletion from, or other modification to the quality, function, duration, or specification of the Work, including without limitation any such addition, deletion, or other modification that constitutes a material change to the Scope of Work, schedule of the Work, the cost to perform the Work, or other provision contained herein or in a [redacted]

[redacted]

"Change in Law" means the enactment, adoption, promulgation, modification, or repeal of any Applicable Law or Permit after the Purchase Order Effective Date.

"Code" means the Internal Revenue Code of 1986, as amended.

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"Commissioning" shall mean the set of tests and procedures performed on the Solar Energy Facility to verify its operational readiness.

"Commissioning Plan" shall mean the plan presented to DTE prior to performing any tests or procedures to verify as-built Project parameters as part of Commissioning.

"Construction Lien Act" shall have the meaning as provided in Section 5.4.

"Contract Documents" shall mean this Agreement, [redacted], the Submittals, and any amendments thereto.

[redacted]

"Contractor" has the meaning set forth in the Preamble.

"Contractor Event of Default" shall have the meaning set forth in Section 16.1.1.

"Contractor Warranty" shall have the meaning set forth in Section 6.1.1.

"Contractor Warranty Period" shall have the meaning set forth in Section 6.1.1.

"Daily Progress Report" shall have the meaning set forth in Section 3.3.3.2.

"Data Acquisition System" or "DAS" shall mean the Solar Energy Facility operational monitoring and revenue metering system.

[redacted]

"DTE" shall have the meaning set forth in the Preamble.

"DTE Indemnified Party" shall have the meaning set forth in Section 13.1.

"DTE Permits" shall mean those permits that are identified as the responsibility of DTE pursuant to [redacted].

"DTE Project Manager" shall mean DTE's designated single-point representative with whom Contractor shall consult on a reasonable, regular basis and who is authorized to act on DTE's behalf for all purposes in connection with this Agreement and the Work.

"Effective Date" shall have the meaning set forth in the first paragraph of this Agreement.

"Engineer of Record" shall mean any and all structural, electrical, civil, mechanical, environmental or other professional engineer either employed by Contractor or its Subcontractors, whose seal is incorporated within any Construction Document.

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"Environmental Documents" shall mean those documents included in [redacted] and any additional documents identified and provided to Contractor prior to the Purchase Order Effective Date by DTE that were prepared pursuant to any Environmental Laws and that are applicable to the Work.

[redacted]

"Excused Site Condition" means (i) the discovery of archeological artifacts, endangered or threatened species, or religious, historical, or archeological resources above or below the surface of the Site the handling, disturbance, or removal of which is constrained by Applicable Law, unless the same were otherwise disclosed in the Environmental Documents; (ii) the discovery of Hazardous Substances in or on the Site, unless the same were otherwise disclosed the Environmental Documents or the same could have reasonably been inferred from a visual inspection of the site; or (iii) the discovery of man-made objects in the subsurface of the Site that have a material adverse impact on the execution of the Work and/or (iv) if Owner is providing the geotechnical investigation report, materially different subsurface conditions other than the borings provided in the Owner Provided geotechnical investigation report,

"FERC" shall mean the Federal Energy Regulatory Commission.

"Final Completion" shall be deemed to have occurred when (a) conditions as set forth in [redacted] have been achieved; (b) Substantial Completion has been achieved; and (c) the Final Completion Certificate, certifying that the criteria for Final Completion, has been delivered by DTE to the Contractor, signed by the Contractor and returned to DTE.

"Final Completion Certificate" shall mean the certification as provided in accordance with the form in [redacted] providing the criteria for Final Completion to be achieved by Contractor as contemplated by Section 10.4 and this Agreement.

"Final Completion Date" shall have the meaning set forth in Section 10.4

[redacted]

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[redacted]

"Governmental Approval" means all authorizations, consents, approvals, waivers, exceptions, variances, filings, permits, orders, licenses, exemptions and declarations of or with any governmental entity and, with respect to the Contractor, shall include those siting and operating permits and licenses, and any of the foregoing under any applicable environmental law, that are required for the construction, use, and operation of the SEF.

"Governmental Authority" means any federal, state, local or municipal government, governmental department, commission, board, bureau, agency, or instrumentality, or any judicial, regulatory or administrative body, having jurisdiction as to the matter in question.

[redacted]

"Interconnection Requirements" means the Michigan Electric Utility Generator Interconnection Requirements, Category 5 Projects filed with the MPSC, DTE Electric Company SIMS Manual

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for Metering Guidelines, as modified from time to time, ITC Operating Guides, ITC Metering Guidelines, MISO Generation Interconnection Procedures, any other documents adopted by the Company, ITC or MISO relating to the interconnection and operation of generators and transmission systems as amended from time to time, and any successors thereto and any and all applicable law or regulation regarding interconnection, provided however Contractor's sole obligations with regard to any of the foregoing are as identified Exhibit P.

"Landowner" shall mean the individual or entity owner of such property to which the Company intends to install any portion of the SEF.

"Lien" means any lien (statutory or other), pledge, mortgage, charge, security interest, deed of trust, assignment, hypothecation, deposit arrangement, easement, encumbrance or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever in respect of an asset, whether or not filed, recorded or otherwise perfected or effective under Applicable Laws.

[redacted]

"Major Subcontractor" shall mean any subcontractor, supplier, vendor or other service provider of Contractor as well as any subcontractor, supplier, vendor or other service provider retained by such subcontractor with a contract or purchase order issued by Contractor in excess of [redacted] for each Project.

"Manufacturer's Warranty" shall mean the specific warranty furnished by Contractor and provided by the manufacturer of a specific product covering the material workmanship and/ or performance of that specific product, a list of which is set forth in [redacted].

"Materials" shall mean any articles, apparatus, goods, materials, products, items, data, documents, supplies, equipment, component parts and assemblies, or any other substances, parts, or any combination thereof used, consumed, furnished or installed by Contractor or any subcontractor as part of the Work.

"Mechanical Completion" shall mean (a) the conditions as set forth in [redacted] have been achieved and (b) the Mechanical Completion Certificate has been signed by Contractor and DTE.

"Mechanical Completion Certificate" shall mean the certification as provided in accordance with the form in [redacted] providing the criteria for Mechanical Completion to be achieved by Contractor as contemplated by Section 10.2 and this Agreement.

[redacted]

"MPSC" shall mean Michigan Public Service Commission.

"NERC" shall mean North American Electric Reliability Corporation

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"Network Access Point" shall mean the RJ45 jack into which the Data Acquisition System may be plugged and which provides direct access to the internet, either via DTE's network, or via a third-party service such as DSL, cable or cellular data modem.

"Operations and Maintenance Manual" shall mean the manual provided by the Contractor that describes in detail the processes and procedures required to safely operate and maintain the SEF and shall include documentation provided by the original equipment manufacturers of all equipment covered by a Manufacturer's Warranty which describe how to operate and maintain such equipment to maintain, as applicable, warranty coverage and effective operation.

[redacted]

"Owner Contractors" means those persons or entities, other than Contractor, with whom Owner contracts to perform any work or services or provide any materials, supplies, parts, and equipment in connection with the Project (including Owner's equipment suppliers), or their subcontractors or suppliers of any tier.

"Owner Supplied Equipment" shall mean the equipment set forth on [redacted]

"Party" or "Parties" shall mean Contractor, DTE, each or both of them, as the context may require pursuant to the terms and conditions of this Agreement.

[redacted]

"Project" shall mean the SEF and the substation (if applicable) to be constructed consistent with this Agreement.

"Project Schedule" shall mean the overall engineering, permitting, and construction schedule for the Work, as further detailed in Section 3.3.1, [redacted]

"Prudent Industry Practice" shall mean those practices, methods, standards and procedures as are commonly used by professional construction and engineering firms performing turnkey engineering, procurement and construction services on facilities of a type and size similar to the Solar Energy Facility, which in the exercise of reasonable judgment and in the light of the facts

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known at the time the decision was made, are considered good, safe and prudent practice in connection with the design, manufacture and construction and use of electrical and other equipment, facilities, equipment and improvements, with commensurate standards of safety, performance, dependability, efficiency and economy.

"PTC" means PV USA Test Conditions; 1000W/square meter solar irradiance; 1.5 air mass @20°C ambient temperature; wind speed 1 meter/second

"Punchlist" shall have the meaning as provided in Section 10.1.

[redacted]

"Purchase Order Effective Date" shall mean the date identified as the "Purchase Order Effective Date" on the applicable Purchase Order.

"Qualifying Facility (QF)": A cogeneration or small power production facility that meets certain ownership, operating, and efficiency criteria established by the Federal Energy Regulatory Commission (FERC) pursuant to the Public Utility Regulatory Policies Act (PURPA).

"Redline" shall mean the set of prints on the construction site that reflect "as built" conditions using the Green-in, Red-out standard.

[redacted]

"SCADA" shall mean Supervisory Control and Data Acquisition systems used to monitor and control a plant or equipment

"Scope of Work" shall mean the written document, along with [redacted] and [redacted], describing the Work to be performed hereunder by Contractor [redacted], attached hereto as [redacted].

"Site" shall mean that area or areas where the materials and equipment for the SEF (as depicted in the Site Plan, [redacted]) shall be installed and/or used to perform the Work.

"Solar Power Easement Agreements" shall mean the easement agreements which are entered into between Landowner and DTE for the SEF.

"Solar Energy Facility" or "SEF" or "Facility" shall mean the entirety of the solar generating system, its electrical and mechanical components, Support Structure, mounting or tracking components, inverter(s), modules, meter(s), monitoring components, conduit, substation and other elements installed in the nature of the Work.

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"Solid Waste" means that term as defined under Part 115 of Michigan Act 451 of 1994, MCL 324.11506.

"Specifications" shall mean such references, materials, methods, design and engineering requirements, safety requirements and other such standards of workmanship and materials as described in [redacted]

"STC" means Factory Standard Test Conditions – 1000W/square meter solar irradiance; 1.5 air mass @25°C cell temperature; wind speed 1 meter/second.

"Subcontractor" shall mean any subcontractor, supplier, vendor or other service provider of Contractor as well as any subcontractor, supplier, vendor or other service provider of such subcontractor, supplier, vendor or other service provider retained by such subcontractor.

"Submittals" shall mean all documents required to be provided to DTE by Contractor as described in [redacted].

"Substantial Completion" or "Substantially Complete" shall mean (a) the conditions as set forth in Exhibit L have been achieved; (b) Mechanical Completion has been achieved; (c) DTE has approved the Punchlist; and (d) the Substantial Completion Certificate, has been signed and delivered by the Contractor and DTE.

"Substantial Completion Certificate" shall mean the certification as provided in accordance with the form in [redacted] providing the criteria for Substantial Completion to be achieved by Contractor as contemplated by Section 10.3 and this Agreement.

"Substantial Completion Date" shall mean the date indicated as the Substantial Completion Date in the Substantial Completion Certificate.

"Support Structure" shall mean the rooftop, ground-based or floating mounting system, elevated structure or tracking system that will hold the solar modules of the Solar Energy Facility on the Site, and all supports thereto.

[redacted]

"Work" shall mean the design, engineering, permit attainment, procurement, construction and installation of the Solar Energy Facility and all other services to be provided by Contractor hereunder, in accordance with the terms hereof, including the Scope of Work and Specifications and Submittals; provided however "Work" specifically excludes the work (including procurement, timely delivery, conformance, performance, technical field assistant time, and warranty obligations) of Owner's Contractors (including Owner Supplied Equipment),

ARTICLE 3
RESPONSIBILITIES OF CONTRACTOR

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3.1 Performance of the Work

Contractor shall fully perform the Work in accordance with the provisions of this Agreement. Such Work shall be performed in accordance with project schedule and in accordance with Prudent Industry Practice, provided, however, that in the event of any conflict between the requirements of this Agreement, [redacted] and Prudent Industry Practice, the more specific requirements shall govern Contractor's Work. Contractor shall perform all Work in accordance with applicable equipment manufacturers' requirements, including all requirements necessary to preserve and maintain in effect all warranties with respect to such Contractor equipment. Contractor shall perform the Work in accordance with all site access and personnel requirements set forth in [redacted], with all workmanship and safety requirements (Safety Requirements set forth in [redacted]), with the scope of work set forth in [redacted], in accordance with all specifications as defined in [redacted], and with all Applicable Permits and all Applicable Laws.

3.2 Site Access, Maintenance and Damages

3.2.1 Maintenance of the Site. Contractor shall keep the Site reasonably free from accumulations of waste materials, rubbish, and other debris resulting from performance of the Work; and reasonably promptly after the Substantial Completion Date, remove from those portions of the Site involved in the commercial operation of the SEF, in conformity with Applicable Laws, all such waste materials, rubbish, and other debris, as well as all tools, construction equipment, machinery and surplus material that would interfere in any material way with the commercial operation of the SEF (specifically excluding materials, tools, and construction equipment necessary to complete any Punchlist items); and before final departure from the Site, in conformity with Applicable Laws, all remaining waste and rubbish generated during performance of the Punchlist work excluding that generated by DTE Third Party contractors, and all remaining materials, tools, and construction equipment of Contractor or its Subcontractors, and leave the Site in clean and usable condition.

3.2.2 Site Access. As soon as practicable, DTE shall provide written notification to Contractor to allow access to the Site sufficient to enable Contractor's performance of the Work, not to extend past dates listed in Exhibit S ("Project Schedule"). DTE shall have the right to freely access the Site subject to reasonable conditions necessary to avoid interference with performance of the Work as the Parties may agree upon in writing; so long as, when accessing the Site, DTE and its agents comply with Prudent Industry Practice and Contractor's safety plan to the extent applicable to such access.

3.2.3 Damage to Real Property

Contractor will conduct all of Contractor's activities within the boundaries of the Site or other Owner designated work area and any other limitations and requirements set forth herein and will be responsible for any trespass or damage to third party property resulting from its activities. Contractor acknowledges and agrees to observe reasonable construction practices in performing the Work, including reasonable care and respect for the real property at the Site. Without limiting Contractor's obligations as set forth elsewhere herein, Contractor agrees that it will be responsible to DTE for any and all damages to real and physical property owned by DTE, including the Project after Substantial Completion, to the extent caused by Contractor

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or its Subcontractors in the performance of the Work [redacted] of: (i) the cost to repair such damage, (ii) amount of DTE's deductible for the [redacted]. Contractor shall immediately report to Owner in writing all damage to any real or personal property wherever located.

3.3 **Hazardous Substances.**

3.3.1 As required by Applicable Laws, Contractor shall provide safety data sheets, warning labels, or other documentation covering all Contractor-supplied Hazardous Substances (including those supplied by Contractor Subcontractors) furnished under or otherwise associated with the Work. Contractor shall provide to DTE either copies of such applicable safety data sheets or copies of a document certifying that no safety data sheets are required under any Applicable Laws prior to the commencement of such Work or at such time as any such substances enter the Site.

3.3.2 [redacted]

3.4 Project Pricing and Schedule

3.4.1 [redacted]

3.4.2 Progress Reports and Meetings.

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3.4.2.1 During the design, engineering and permitting phases of the Work, Contractor will schedule regular meetings with DTE to review any design or engineering changes, and such meetings shall coincide with milestones agreed to by the Parties. During such meetings, Contractor and DTE shall review any materials selection and logistics, and other plans that relate to the design, engineering and permitting of the Solar Energy Facility.

3.4.2.2 During the construction phase of the Work, Contractor will schedule regular meetings with DTE at least [redacted] to review the Project Schedule and any other items related to the construction of the Solar Energy Facility.

3.5 Project Implementation

3.5.1 Engineering. Contractor shall execute to the Work to comply with the Specifications. Contractor shall deliver drawings and specifications to DTE as such documents are prepared for DTE's approval as provided in [redacted]. DTE shall review and respond to each submission by Contractor within [redacted] or as otherwise agreed to per the Project Schedule. Contractor shall make all such designs, drawings, and related documents available to DTE electronically and shall provide one hard copy as required in Exhibit N "Scope of Work". The Parties expressly agree that DTE's approval of any plans, designs, drawings, specifications or any other items hereunder in no way relieves Contractor of its obligations under this Agreement.

3.5.2 Permit Submittal. Following DTE's approvals as required under Section 3.4.1 and in accordance with the [redacted], Contractor shall proceed with the preparation and submittal of the applications for all Applicable Permits, except DTE Permits, to the appropriate Governmental Authorities and agencies. Contractor shall deliver drafts of such Applicable Permits, except DTE Permits, to DTE for its review and approval. DTE shall review and respond to each submission by Contractor in an effort to finalize the applications as quickly as reasonably possible. In no event shall such response take more than [redacted]. Such procedure shall be repeated as necessary until DTE approves the submitted Applicable Permit draft. The Parties expressly agree that DTE's approval of any applications for Applicable Permits in no way relieves Contractor of its obligations under this Agreement.

3.5.3 Procurement and Construction.

3.5.3.1 Contractor shall commence procurement of the materials (excluding Owner Supplied Equipment) and the construction of the SEF in accordance with the Contract Documents. The construction will be performed by Contractor and/or one or more licensed Subcontractors qualified to perform the Work. The construction will be performed in accordance with all Applicable Laws and Applicable Permits, and all manufacturer requirements for the maintenance of all applicable warranties. [redacted]

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[redacted] as well as an evaluation and appropriate documentation of the safety record of any licensed Subcontractor that will be performing work on the Solar Energy Facility.

3.5.3.2 Contractor will be responsible for providing or causing to be provided by Contractor's Subcontractor(s), all labor, Materials, equipment (except Owner Supplied Equipment), tools, transportation, security, and other facilities and services necessary for the proper execution, construction, and completion of the Work as defined in the Scope of Work and any [redacted]. Contractor will also be responsible for all means, methods, techniques, sequences, and procedures employed for the construction required by the Contract Documents. Contractor shall provide for the onsite handling of equipment and Materials and construction equipment, including, as necessary, visual inspection and, receiving and unloading.

3.5.3.3 Contractor shall notify Owner and Owner's Project Manager of the receipt of each Owner Supplied [redacted] stating what Owner Supplied Equipment has been received and whether or not such delivered Owner Supplied Equipment received by Contractor: (i) was, to the extent ascertainable by diligent visual inspection, in a good and new condition, without visible defects or damage to the exterior packaging; *provided* that if any packaging appears damaged the contents will be examined as soon as reasonably possible for damage and reported, (ii) visibly matches the specifications for such Owner Supplied Equipment set forth in the Owner Supplied Equipment Specifications, (iii) was in the proper amounts (except that Contractor shall not be obligated to unpackage such items to determine). All damages must be documented by photographs and any Owner provided written requirements.

3.5.3.4 Contractor shall ensure that all equipment, except Owner Supplied Equipment, and Materials supplied shall be new (unless otherwise agreed by Contractor and DTE) and shall meet the requirements of the Specifications and Scope of Work and all Applicable Permits. References in the Specifications or Scope of Work to equipment and Materials or patented processes by trade name, make or catalog number shall be regarded as establishing a standard of quality expected by DTE. Contractor may use equipment, Materials, or process that is equal to that named in the Scope of Work or Specifications, subject to the prior written approval of DTE.

3.5.3.5 No longer than [redacted], Contractor shall develop a Quality Control Plan that shall be reviewed by DTE and submitted by Contractor as [redacted]. DTE shall review and respond to each submission by Contractor in an effort to finalize the Quality Control Plan as quickly as reasonably possible. Such procedure shall be repeated as necessary until DTE approves the submitted Quality Control Plan.

[redacted]

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3.5.3.6 No longer than [redacted], Contractor shall develop a Risk Management Plan that shall be reviewed by DTE and submitted by Contractor as [redacted]. DTE shall review and respond to each submission by Contractor in an effort to finalize the Risk Management Plan as quickly as reasonably possible. Such procedure shall be repeated as necessary until DTE approves the submitted Risk Management Plan.

3.5.3.7 Contractor will be responsible for initiating and maintaining industry-standard safety precautions and programs consistent with Applicable Laws and DTE Contractor safety requirements as shown in Exhibits B, C, and Y in connection with its construction of the SEF. Contractor will take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (i) employees of Contractor and Subcontractors performing Work under this Agreement; (ii) Contractor's property and other materials to be incorporated for the SEF, under the care, custody, and control of Contractor or its Subcontractors; and (iii) the Site or other property at or adjacent to the Site not designated for removal, relocation, or replacement during the course of construction. For any personnel working on Site, whether Contractor employee or contractor or Subcontractor employee or contractor, Contractor shall conduct background investigations as provided in [redacted].

3.5.3.8 Contractor will maintain in good order at the Site or have access to electronic copies of this Agreement, the Scope of Work, all [redacted], all drawings, specifications, product data, samples, manufacturer's installation, operation & maintenance manuals, and other pertinent construction-related documents. Redlines shall be added to all applicable construction drawings as required at milestone completions.

3.5.3.9 If materials are to be stored on-site, or in the designated material lay down area, then prior to the arrival of equipment and materials, the Contractor shall provide and be responsible for the security and storage of such equipment and materials, including the installation of a security fence that aligns with the authority having jurisdiction's fencing requirements and placement of locked containers for the storage of tools. The size and location of the secured area shall be subject to the approval of DTE, which approval shall not be unreasonably withheld, conditioned, or delayed.

3.5.3.10 During the construction phase of the Work, Contractor shall conduct all Commissioning tests that are scheduled to occur prior to Substantial Completion in accordance with the SEF commissioning requirements as described in [redacted] and [redacted] DTE shall provide all technical field support for all Owner Supplied Equipment in a quantity and to support Contractor commissioning per the agreed-upon schedules for such technical field support. Delays due to DTE provided technical field support will be considered an Owner-caused Delay. DTE shall provide the Contractor with copies of each Owner Supplied Equipment Agreement (with pricing and commercially sensitive information redacted), inclusive of commissioning obligations for which the Contractor shall coordinate scheduling in accordance with Exhibits S and V. Contractor shall provide notice to DTE of any

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scheduled test(s) of installed equipment, and DTE and/or its designees shall have the right to be present at any or all such tests conducted by Contractor, any Subcontractor, and/or manufacturers of the equipment. Contractor shall be responsible for correcting and/or adjusting all deficiencies in workmanship in the Work that may be observed during equipment commissioning procedures. If deficiencies are found in any Owner Supplied Equipment or workmanship of Owner's Contractors, the parties shall work collaboratively to develop the plan and compensation for remediation.

3.6 Independent Review by DTE

Neither independent review of the construction by DTE nor any approval provided by DTE under this Agreement shall relieve Contractor of any of its obligations or responsibilities hereunder.

3.7 Assistance to DTE in Dealings with Governmental Authorities

Each Party shall provide or cause to be provided to the other Party information reasonably requested by such Party to enable it to fulfill its obligations under this Agreement. This obligation shall include providing such assistance as is reasonably requested by such Party in dealing with any Governmental Authority in matters relating to the Work and the SEF.

3.8 [redacted]

[redacted]

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ARTICLE 4
DTE OBLIGATIONS

4.1 Data Acquisition System Interconnectivity Requirements

DTE shall be responsible for obtaining for the benefit of the Solar Energy Facility, at DTE's sole cost and expense, the internet communication service necessary for the operation of the Data Acquisition System, up to a defined Network Access Point to which the Data Acquisition System will be connected. Contractor shall design the SEF to integrate with the DTE provided integration cabinet and the Project substation. This integration shall comply with DTE Cyber Security and Networking standards included in [redacted], as governed by DTE's "OP3 Information Security" policy. The Contractor shall provide a SCADA (Supervisory Control and Data Acquisition System) that supports industry standard data interface protocols (OPC, Modbus, DNP etc.)

4.2 Contractor Assistance

DTE shall also execute the following:

4.2.1 Attend the regularly scheduled progress meetings and participate as needed regarding scheduling of the Work.

4.2.2 Participate in the job inspection walk-throughs with Contractor and the Subcontractor(s), if any, while determining whether Substantial Completion has been achieved.

4.2.3 Upon its approval of the physical aspects of the Work, and its verification of the receipt of all required Submittals, and its verification of the performance of the SEF in accordance with the Scope of Work and the Specifications, issue and execute the Substantial Completion Certificate.

4.2.4 Provide knowledgeable staff to participate in the training programs, which will be scheduled in advance for coordination.

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4.2.5 At DTE's sole discretion, perform a final walk-through of the SEF and check status of the physical aspects of the Work to reasonably determine whether Final Completion has been achieved.

4.2.6 Upon receipt of the Submittals, verification of Punchlist completion, and upon its sole approval of the completion of the entire Scope of Work as listed in [redacted] and according to the Specifications as listed in [redacted] a, issue a Final Completion Form.

4.3 DTE Representative; Response Periods

DTE shall designate the DTE Project Manager with whom Contractor shall consult on a reasonable, regular basis and who is authorized to act on DTE's behalf for all purposes in connection with this Agreement and the Work. DTE may from time-to- time change the DTE Project Manager by providing written notice thereof to Contractor. Except as otherwise provided herein, the DTE Project Manager shall render decisions in a timely manner [redacted] with regard to any documents submitted by Contractor and to other requests made by Contractor in order to avoid unreasonable delay in the orderly and sequential progress of the Work.

ARTICLE 5

[redacted]

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[redacted]

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[redacted] [redacted]

[redacted] [redacted]

[redacted]

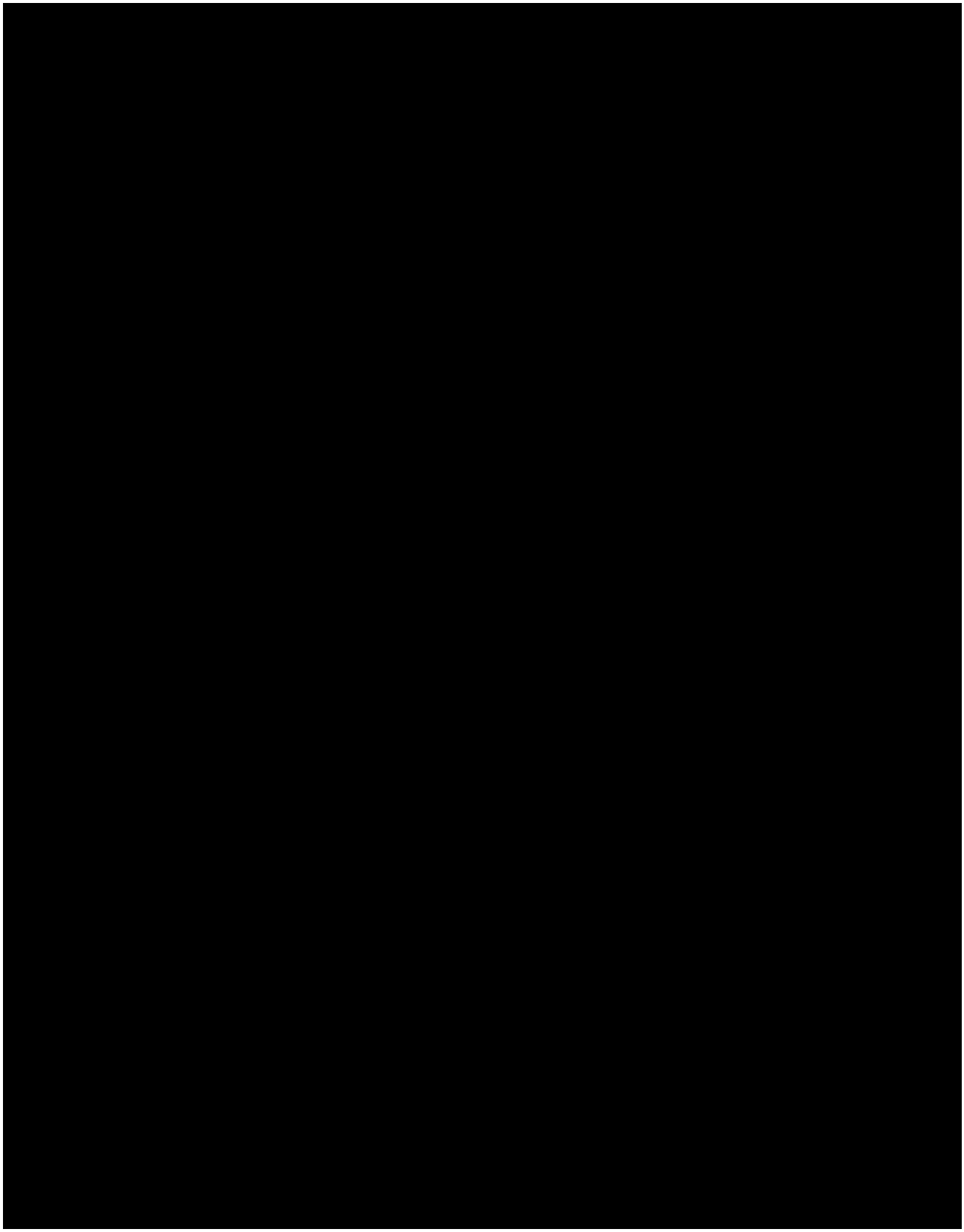
5.8 <u>Federal Contracting Certifications</u>

Contractor shall comply with the requirements set forth in [redacted], Federal Contract Requirements.

ARTICLE 6
<u>WARRANTY/LIMITATION OF LIABILITY</u>

6.1 [redacted]

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[redacted]

[redacted]

ARTICLE 7
PERMITS AND APPROVALS, COORDINATION

7.1 Permits and Approvals

Contractor will obtain all Applicable Permits except DTE Permits, required for the construction, installation, start-up, and operation of the Solar Energy Facility and the performance of the Work listed on [redacted] and in accordance with the [redacted] ("Project Schedule").

7.2 Coordination During Installation

DTE and Contractor shall cooperate with each other in an effort to coordinate the activities of Contractor and Subcontractors with those of DTE, its employees, agents and contractors.

7.3 Coordination for Special Inspections

Contractor shall coordinate the inspections of the Site by any Governmental Authorities as well as any other inspections, including but not limited to those required by DTE, insurance company representative, or manufacturers' representative and the requirements specified in the chart below:

Item No.	Description	Notification Req'd

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1	Major Material Delivery	[redacted]
2	Concrete Pour	[redacted]
3	Cable/Piping Trench Closure	[redacted]
4	Excavation for site drainage/new catch basin	[redacted]
5	Meggar Testing	[redacted]
6	DTE Meter Installation	[redacted]
7	DC Test	[redacted]
8	AC Test	[redacted]

ARTICLE 8
OWNERSHIP OF CERTAIN PROPERTY

8.1 [redacted]

[redacted]

ARTICLE 9
[redacted]

9.1 [redacted]

[redacted]

9.2 [redacted]

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[redacted]

9.3 [redacted]

[redacted]

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[redacted]

[redacted]

9.4 [redacted]

[redacted]

ARTICLE 10
PUNCHLIST, MECHANICAL COMPLETION; SUBSTANTIAL COMPLETION, AND FINAL COMPLETION

10.1 [redacted]

[redacted]

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[redacted]

10.2 Mechanical Completion.

When Contractor believes it has achieved Mechanical Completion, it shall deliver to DTE, a completed Mechanical Completion Certificate. DTE shall, within [redacted] following receipt of such certificate, either (i) deliver to Contractor a countersigned Mechanical Completion Certificate indicating its acceptance of the achievement of such milestone, or (ii) if reasonable cause exists for doing so, notify Contractor in writing that such milestone has not been achieved, stating in detail the reasons therefor. If within such [redacted]. If DTE delivers the notice under the preceding clause (ii), Contractor promptly shall take such action, including the performance of additional Work to achieve such milestone, and upon completion of such actions, Contractor shall issue to DTE, another notice with respect to such milestone pursuant to this subsection. Such procedure shall be repeated as necessary until such milestone has been achieved.

10.3 Substantial Completion.

When Contractor believes it has achieved Substantial Completion, it shall deliver to DTE, a completed Substantial Completion Certificate. DTE shall, within [redacted] following receipt of such notice, either (i) deliver to Contractor a countersigned Substantial Completion Certificate indicating its acceptance of the achievement of such milestone, or (ii) if reasonable cause exists for doing so, notify Contractor in writing that such milestone has not been achieved, stating in detail the reasons therefor. [redacted]. If DTE delivers the notice under the preceding clause (ii), Contractor

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promptly shall take such action, including the performance of additional Work to achieve such milestone, and upon completion of such actions, Contractor shall issue to DTE, another notice with respect to such milestone pursuant to this subsection. Such procedure shall be repeated as necessary until such milestone has been achieved. For all purposes of this Agreement, and assuming DTE agrees Substantial Completion was achieved at the time of submittal, the date of achievement of Substantial Completion (the "Substantial Completion Date") shall be the date on which Contractor submitted to DTE the Substantial Completion Certificate.

10.4 Final Completion.

When Contractor believes that it has achieved Final Completion, it shall deliver to DTE, a completed Final Completion Certificate. DTE shall, within [redacted] following receipt of such certificate, either (i) deliver to Contractor a countersigned Final Completion Certificate indicating its acceptance of the achievement of such milestone, or (ii) if reasonable cause exists for doing so, notify Contractor in writing that such milestone has not been achieved, stating in detail the reasons therefor. [redacted]. If DTE delivers the notice under the preceding clause (ii), Contractor promptly shall take such action, including the performance of additional Work to achieve such milestone, and upon completion of such actions, Contractor shall issue to DTE, another notice with respect to such milestone pursuant to this subsection. Such procedure shall be repeated as necessary until such milestone has been achieved. For all purposes of this Agreement, the date of achievement of Final Completion (the "Final Completion Date") shall be the date on which the last of the conditions for achievement of Final Completion was satisfied, as set forth in the Final Completion Certificate countersigned by DTE.

ARTICLE 11
REPRESENTATIONS AND WARRANTIES

11.1 Each Party warrants and represents to the other that, as of the Purchase Order Effective Date:

11.1.1 It has all requisite power, authority and approvals to legally and validly execute and deliver this Agreement.

11.1.2 The execution, delivery, and performance of this Agreement have been duly authorized by, or are in accordance with, each Party's respective governing entity, and this Agreement has been duly executed for it and delivered by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;

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11.1.3 Its execution, delivery, and performance of this Agreement will not breach or violate, or constitute a default under any contract or instrument to which it is a Party or by which it or its properties may be bound or affected; and

11.1.4 It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect either Party's ability to perform hereunder.

11.2 Contractor warrants and represents to DTE that, as of the Effective Date of the Purchase Order for engineering:

11.2.1 Contractor has examined and carefully reviewed this Agreement;

11.2.2 Contractor has visually inspected the Site, or used publicly available data sources as identified in Exhibits R and AA to become generally familiar with the general, local and site conditions that may affect the construction, installation and operation of the Solar Energy Facility and the performance of the Work;

11.2.3 Contractor will perform, or will cause to be performed, all reasonable due diligence to determine expected suitability of the Site for the Work including without limitation any structural, soils, or civil analyses or reports. [redacted]

11.2.4 Contractor has all the required skills and capacity necessary to perform or cause to be performed the Work in a timely and professional manner, utilizing sound engineering principles, project management procedures and supervisory procedures, all in accordance with this Agreement and Prudent Industry Practice; and

11.2.5 Contractor is familiar with Applicable Laws, relevant to the performance of its obligations under this Agreement. 11.3 Contractor warrants and represents to DTE that, as of the Effective Date of the change order for construction:

11.3.1 Contractor has examined and carefully reviewed this Agreement;

11.3.2 Contractor has inspected the Site to become generally familiar with the general, local and above-grade site conditions that may affect the construction, installation and operation of the Solar Energy Facility and the performance of the Work;

11.3.3 Contractor has performed, or has caused to be performed, reasonable due diligence to determine expected suitability of the Site for the Work, as specified in the Scope of Work, including performing geotechnical investigation outlined in Exhibit N;

11.3.4 Contractor has all the required skills and capacity necessary to perform or cause to be performed the Work in a timely and professional manner, utilizing sound engineering

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principles, project management procedures and supervisory procedures, all in accordance with this Agreement and Prudent Industry Practice; and

11.3.5 Contractor is familiar with Applicable Laws, regulations, and interconnection standards identified in Exhibit P.

ARTICLE 12
KEY PERSONNEL AND SUBCONTRACTORS

12.1 Key Personnel

12.1.1 If requested by DTE, Contractor shall list the Key Personnel assigned to each Project and provide in [redacted]

12.1.2 In the event of an approved Key Personnel replacement on the Project, the Contractor shall provide the following:

a) The replacement resource will be of substantially similar skills and experience as the departing resource and fit the labor category originally contracted.
b) DTE shall have the right to interview the proposed replacement resource prior to their assignment to the Project.
c) The replacement resource will be briefed/ramped up on the project at no cost to DTE
d) The replacement of resources will be timely and seamless, as commercially practical with no delays in the project schedule.

12.2 Authority to Subcontract

Contractor may delegate its duties and performance under this Agreement and shall have the right to enter into agreements with Subcontractors to perform the Work hereunder; provided, however that such delegations do not relieve Contractor from liability or its obligations to DTE under this Agreement. Subcontractors shall have the required skills and capacity necessary to perform or cause to be performed the Work in a timely and professional manner, utilizing sound engineering principles, project management procedures and supervisory procedures, all in accordance with this Agreement, Applicable Laws and Prudent Industry Practice. Prior to the start of construction on the Site, and unless the parties shall have previously agreed upon Contractor's selection of Subcontractors, Contractor shall submit to DTE a comprehensive list of all Major Subcontractors. Such list shall be kept current and revised and updated as necessary. DTE shall have the ability, in its sole discretion, to reject any new Major Subcontractor proposed by Contractor. Contractor

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shall bind every Major Subcontractor to the terms and provisions of this Agreement to the extent applicable to such party's work under this Agreement, including the requirements of [redacted]. DTE shall notify in writing Contractor , in its reasonable discretion, if DTE deems an employee of Contractor or Contractor Subcontractor disorderly, insubordinate, careless or otherwise reasonably objectionable and at DTE's request, Contractor shall remove any such Contractor or Subcontractor personnel.

12.3 Prompt Payment of Subcontractors

Contractor shall promptly pay when due all amounts payable to its Subcontractors when due for labor and materials furnished in the performance of this Agreement and shall ensure that the Solar Energy Facility and the Site remain free of any Liens arising through Contractor and/or any of its Subcontractors subject to DTE's timely payment of all amounts not disputed in good faith in accordance with the terms of this Agreement.

12.4 [redacted]

[redacted]

12.5 Responsibility

Contractor shall, at all times, be responsible for the acts, errors and/or omissions of its Subcontractors and agents. Nothing in this Agreement shall constitute any contractual relationship between DTE and any Subcontractor or in any way obligate DTE to pay, or to be responsible for the payment of, any sums to any Subcontractors.

ARTICLE 13 [redacted]

13.1 [redacted]

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[redacted]

13.3 [redacted]

[redacted]

13.4 [redacted]

[redacted]

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[redacted]

13.5 [redacted]

[redacted]

13.6 [redacted]

[redacted]

13.7 [redacted]

[redacted]

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[redacted]

[redacted]

ARTICLE 14

[redacted]

[redacted]

ARTICLE 15

[redacted]

[redacted]

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[redacted]

ARTICLE 16

[redacted]

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[redacted]

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[redacted]

16.2 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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[redacted]

16.3 [redacted]

[redacted]

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[redacted]

ARTICLE 17
[redacted]

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17.1 [redacted]

[redacted]

17.2 [redacted]

[redacted]

17.3 [redacted]

[redacted]

ARTICLE 18

[redacted]

18.1 [redacted]

[redacted]

18.2 [redacted]

[redacted]

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[redacted]

[redacted]

ARTICLE 19

[redacted]

[redacted]

ARTICLE 20
MISCELLANEOUS

20.1 Assignment

Neither Party shall assign this Agreement or any of its rights hereunder without the prior written consent of the other Party. Notwithstanding the foregoing, DTE may, without the need for consent from Contractor: (i) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of DTE, provided, however, that any such assignee shall agree to be bound by the terms and conditions hereof; or (ii) assign its rights under this Agreement to an affiliate or to a successor entity in a merger or acquisition transaction, provided, however, that any such assignee shall agree to be bound by the terms and conditions hereof. Any assignment made in contravention of this clause shall be void and unenforceable.

20.2 Agreement Construction

This Agreement is the result of arms-length negotiations between two sophisticated parties and ambiguities or uncertainties in it shall not be construed for or against either Party but shall be

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construed in a manner that most accurately reflects the intent of the Parties when such Agreement was executed.

20.3 Binding Effect

Except as otherwise provided herein, the terms and provisions of this Agreement shall apply to, be binding upon, and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

20.4 Independent Contractor

The Parties hereto agree that Contractor 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, nor shall it be construed as creating any relationship whatsoever between DTE and any Subcontractors nor between DTE and Contractor employees or agents. Neither Contractor nor any Subcontractors nor any of their respective employees shall be deemed to be employees of DTE.

20.5 No Waiver

The failure of Contractor or DTE to insist upon the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Agreement.

20.6 Severability

In the event that any clause or provision of this Agreement or any part thereof becomes or shall be declared by a court of competent jurisdiction invalid, illegal, void, or unenforceable, this Agreement shall continue in full force and effect without said provisions, provided that no such severability shall be effective if it materially changes the benefits or obligations of either Party hereunder.

20.7 Entire Agreement; Survival

This Agreement, when executed, together with all Exhibits, shall constitute the entire agreement between the Parties; and this Agreement cannot be amended, modified, or terminated except by a written instrument, executed by both Parties hereto. Termination of this Agreement shall not relieve either Contractor or DTE of any obligation which expressly or by implication survives termination hereof.

20.8 Governing Law; Jurisdiction

This agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan without regard to principles of conflicts of law.

The Parties agree that any action with respect to the Agreement shall be brought in a court of competent subject matter jurisdiction located in the State of Michigan and the Parties hereby

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submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.

20.9 Notice

Any notice required or permitted hereunder shall be deemed received (i) on the day on which such notice is delivered personally, (ii) on the [redacted] after deposit in the U.S. Mail; provided such notice is sent by certified mail with a return receipt request and postage prepaid or (iii) the following Business Day if deposited with a recognized overnight carrier, to the address shown below or to such other persons or addresses as are specified by similar notice. Email notifications are acceptable for notifications except Notices of Default or terminations which must be followed by registered U. S. mail. Email notifications must be acknowledged by both Parties.

If to DTE:

with a copy to:

DTE Electric Company
One Energy Plaza, 1635 WCB
Detroit, MI 48226
Attention: General Counsel
Fax: 313-235-8500

If to Contractor:

Burns & McDonnell Michigan, Inc.
2111 Woodward Ave, Suite 202
Detroit, Michigan 48201
Attention: Adam Bernardi

with a copy to:

Burns & McDonnell Engineering Company, Inc.
9400 Ward Parkway
Kansas City, MO 64114
Attention: General Counsel

20.10 Headings

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Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

20.12 [redacted]

[redacted]

20.13 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 Laws or order of a court of competent jurisdiction.

20.14 Cooperation

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Upon the receipt of a request from the other Party, each Party shall execute such reasonable additional documents, instruments, estoppels, and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 20.14**.** Without limiting the generality of the foregoing, Contractor will provide DTE promptly upon DTE's written request all documents reasonably necessary for DTE to qualify of the SEF as a "Qualified Facility" under pertinent rules and regulations of the FERC or any other Governmental Authority. Depending on the timing and scope of such request, Contractor shall have the right to seek a Change Order for additional compensation.

20.15 No Rights in Third Parties.

Unless and except as may be otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties and shall not imply or create any rights on the part of, or obligations to, any other person.

20.16 [redacted]

[redacted]

20.17 Drafting Ambiguities

Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other. Any rule of construction that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement, or any amendments [redacted].

20.18 [redacted]

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[redacted]

20.19 [redacted]

[redacted]

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IN WITNESS WHEREOF, Contractor and DTE have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CONTRACTOR:

BURNS & McDONNELL MICHIGAN, INC

[redacted]

DTE:

DTE ELECTRIC COMPANY

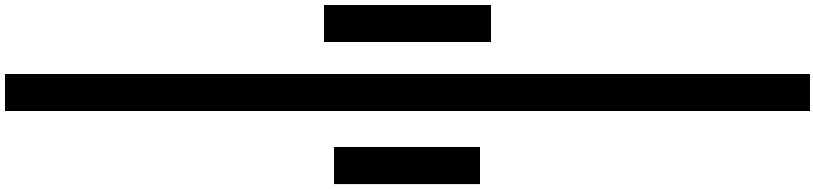
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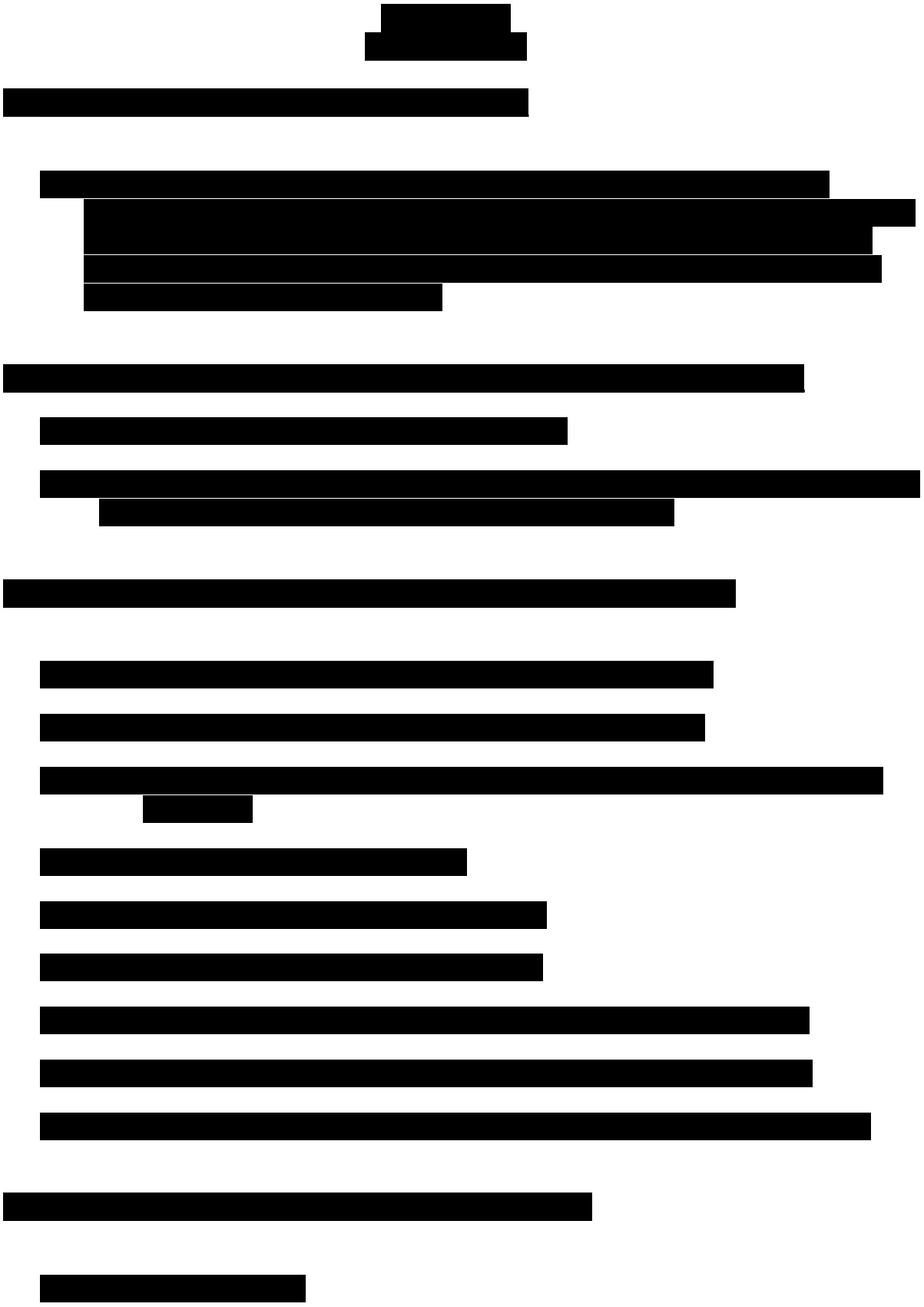
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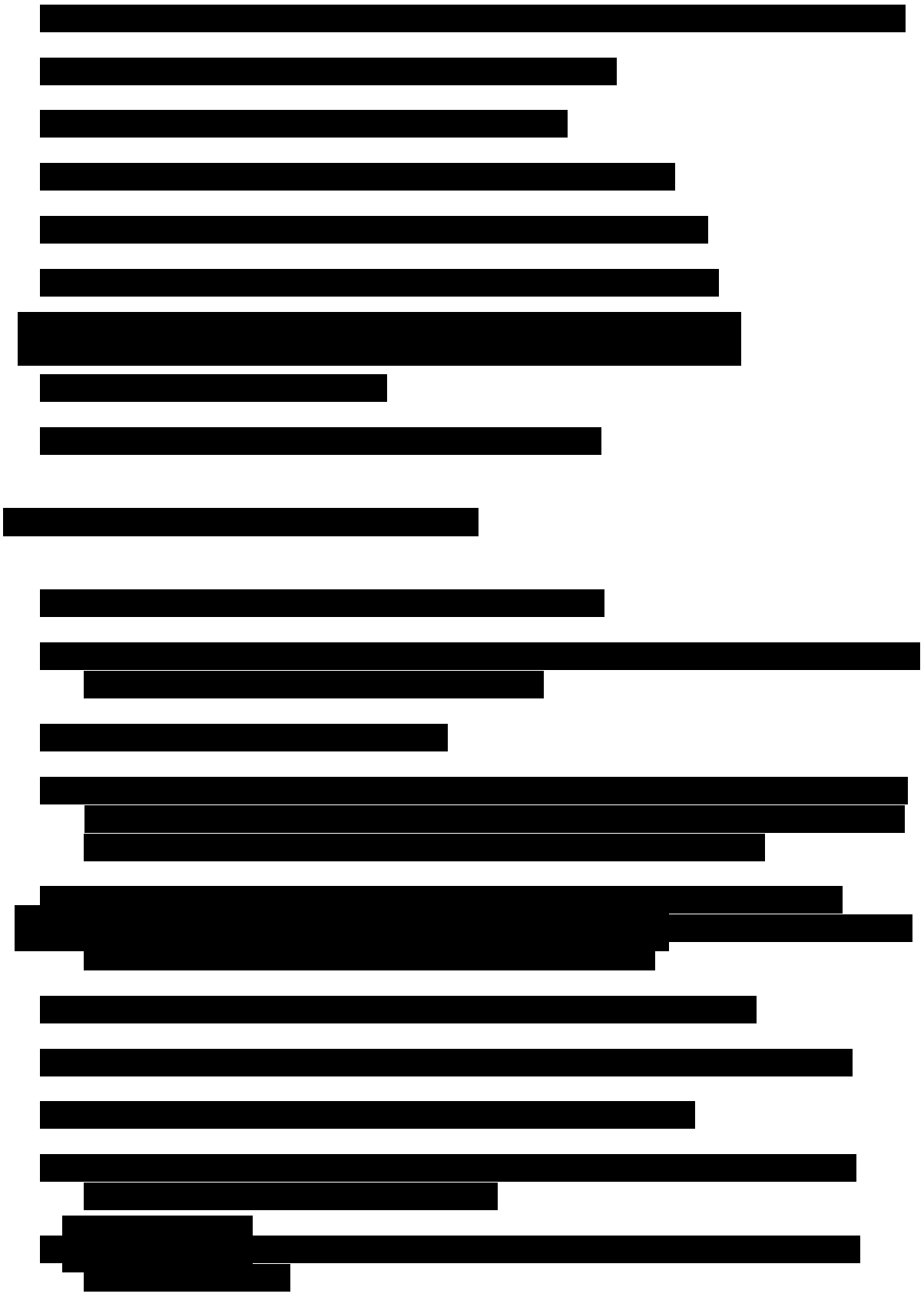
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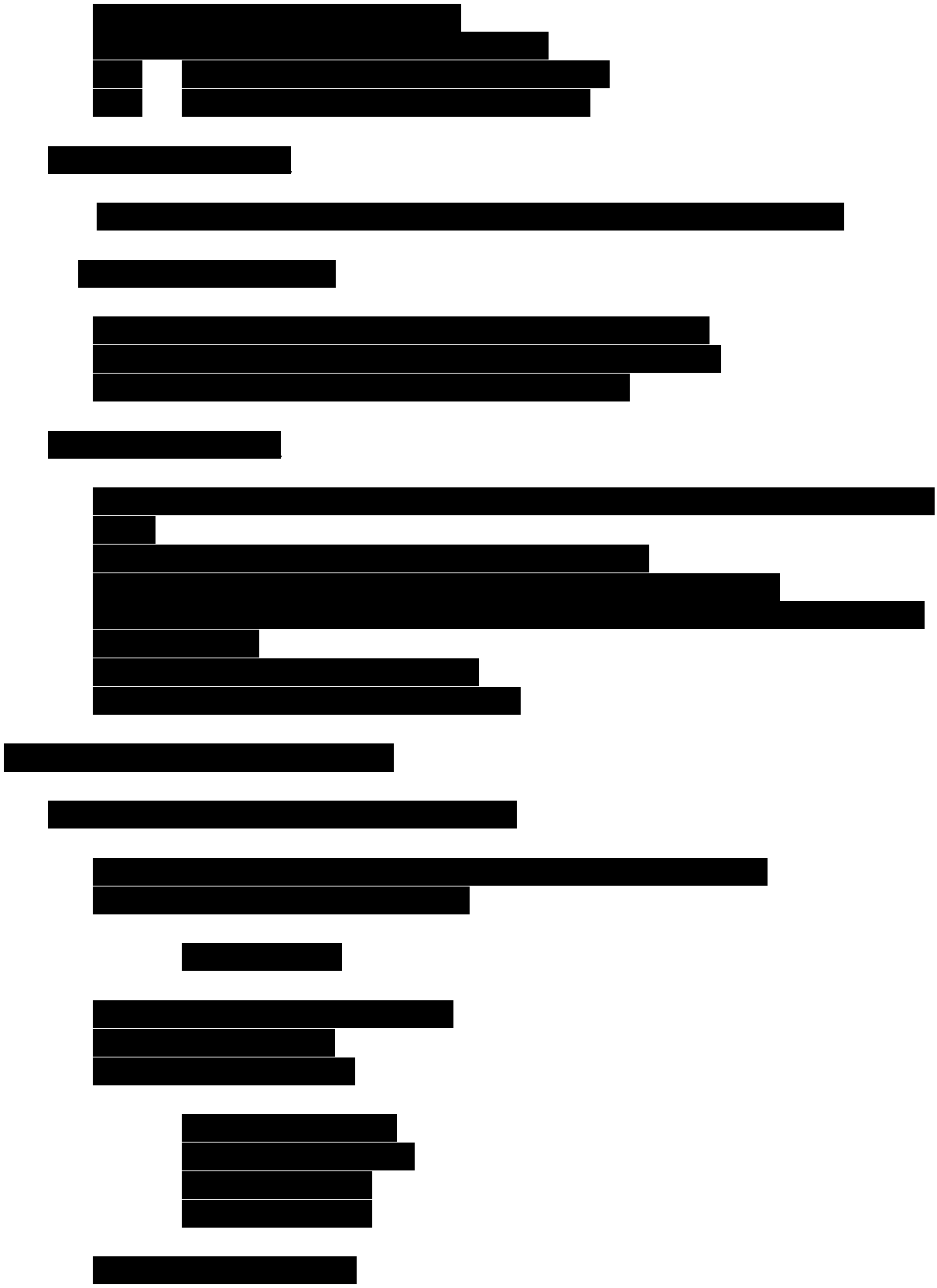


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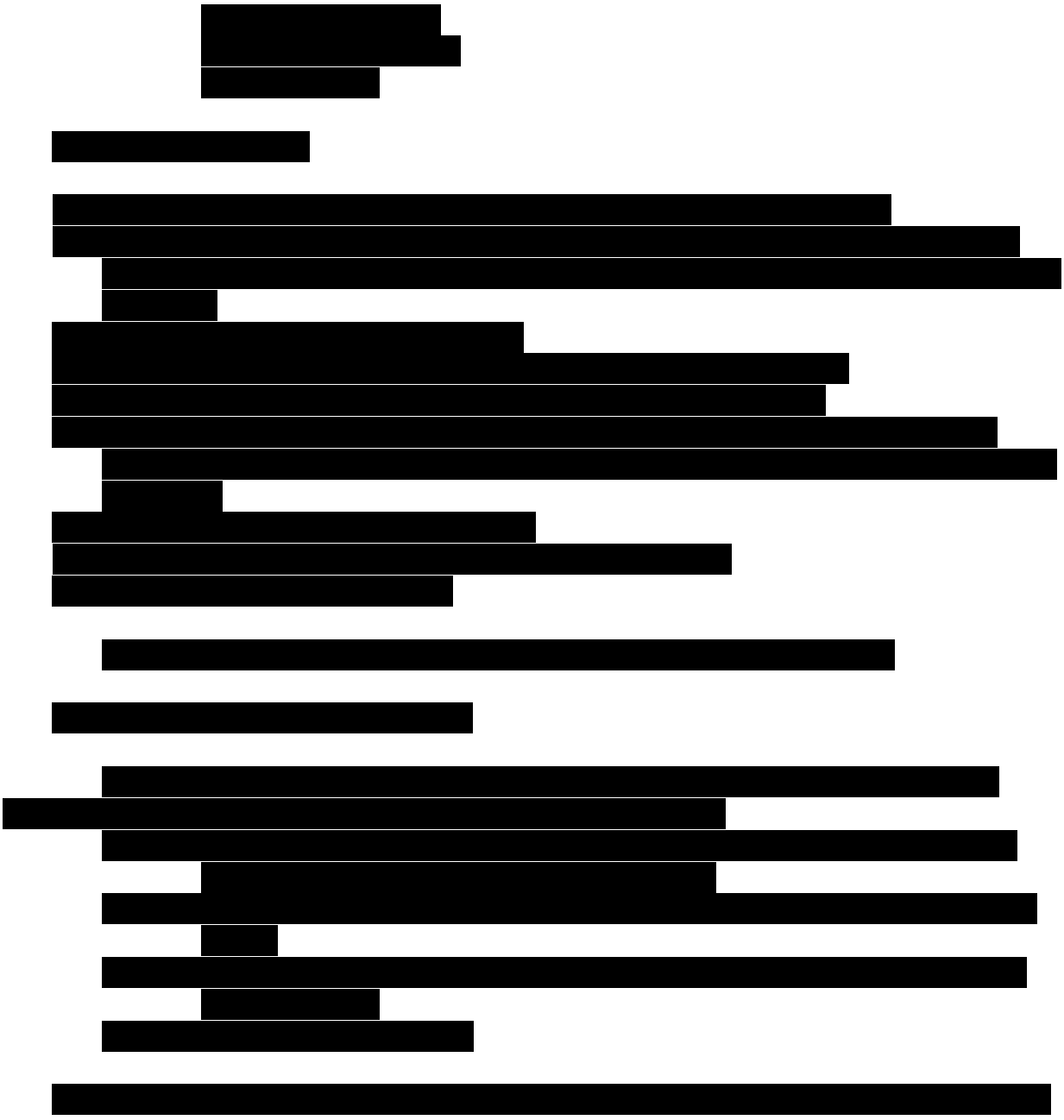


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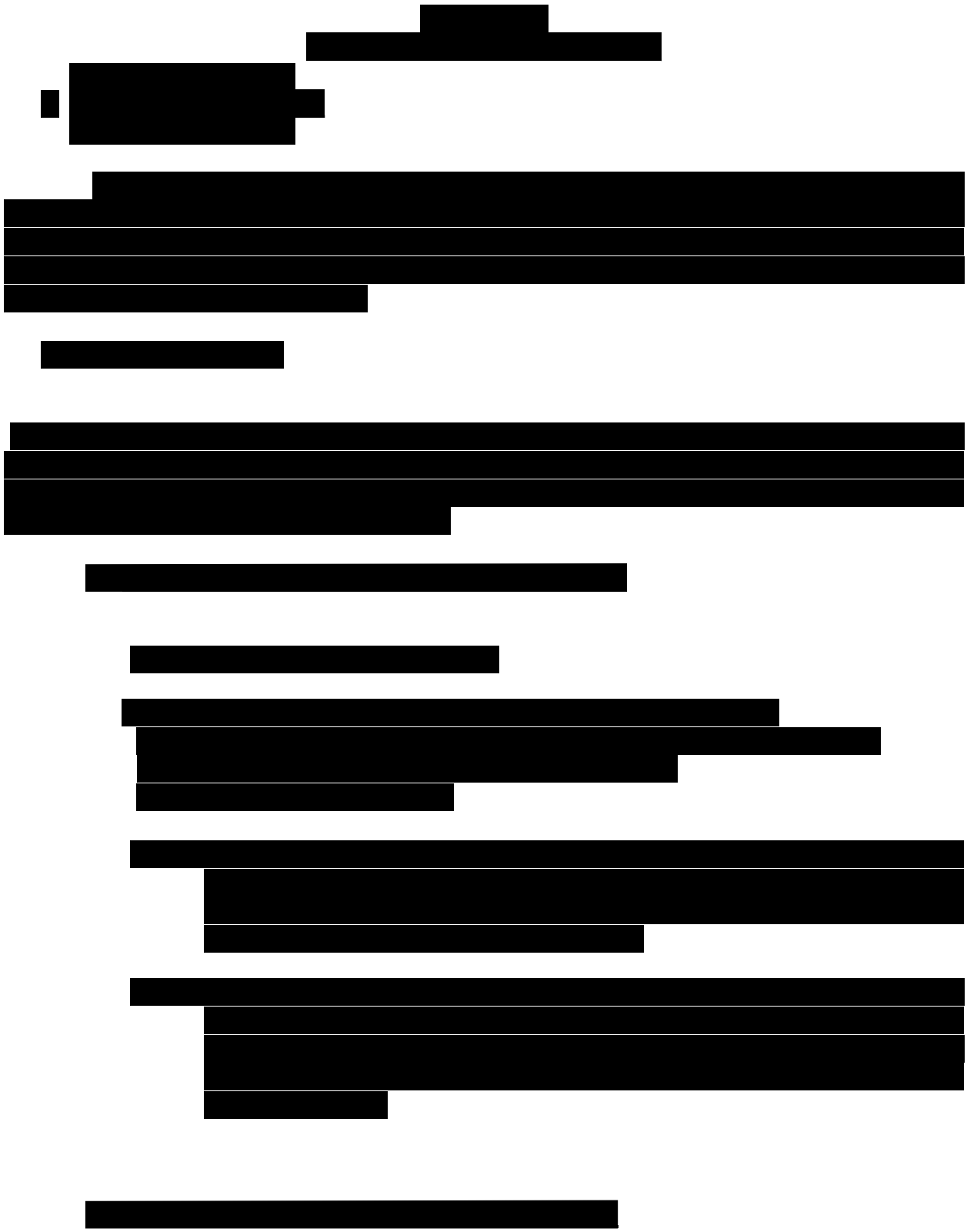
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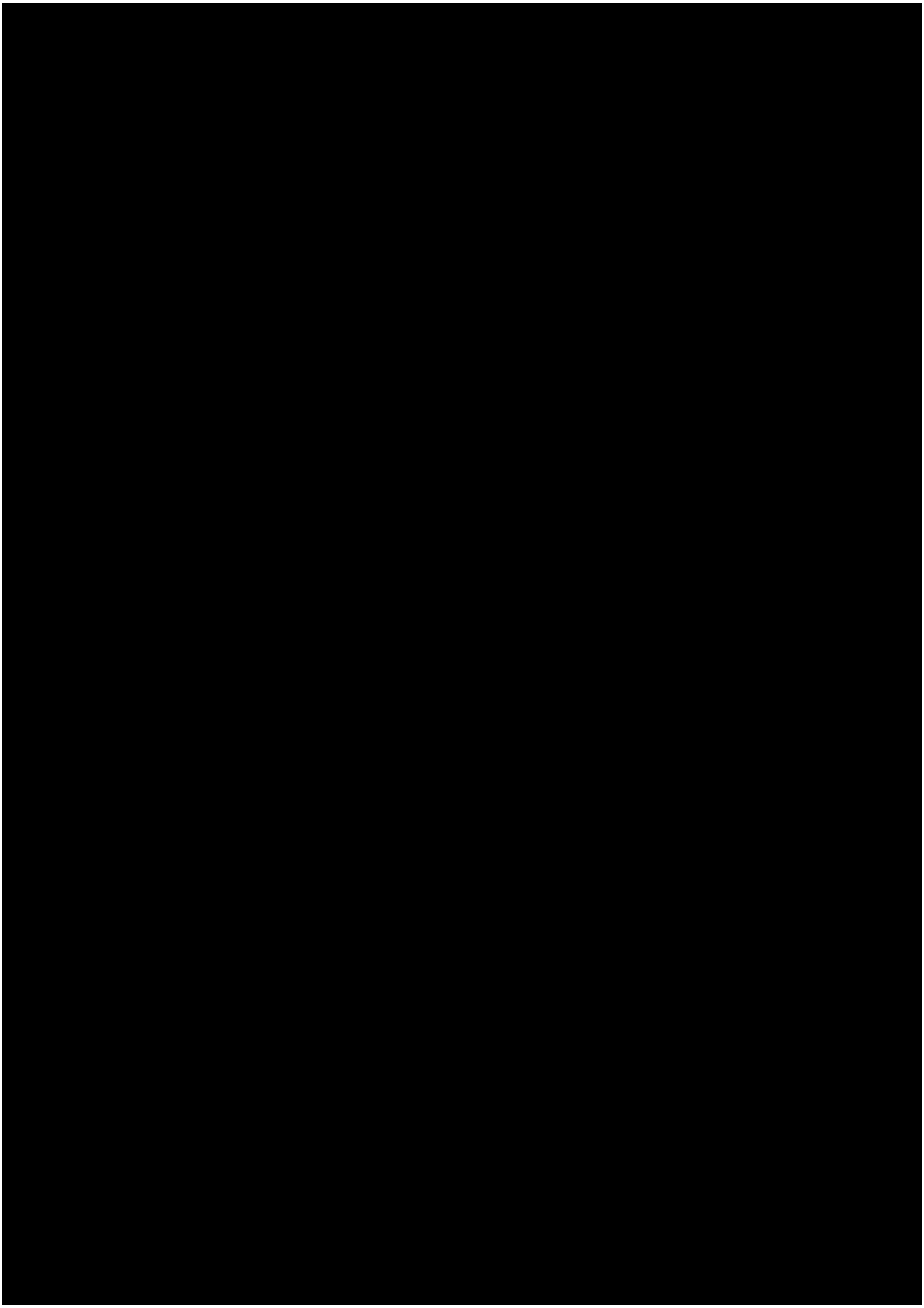


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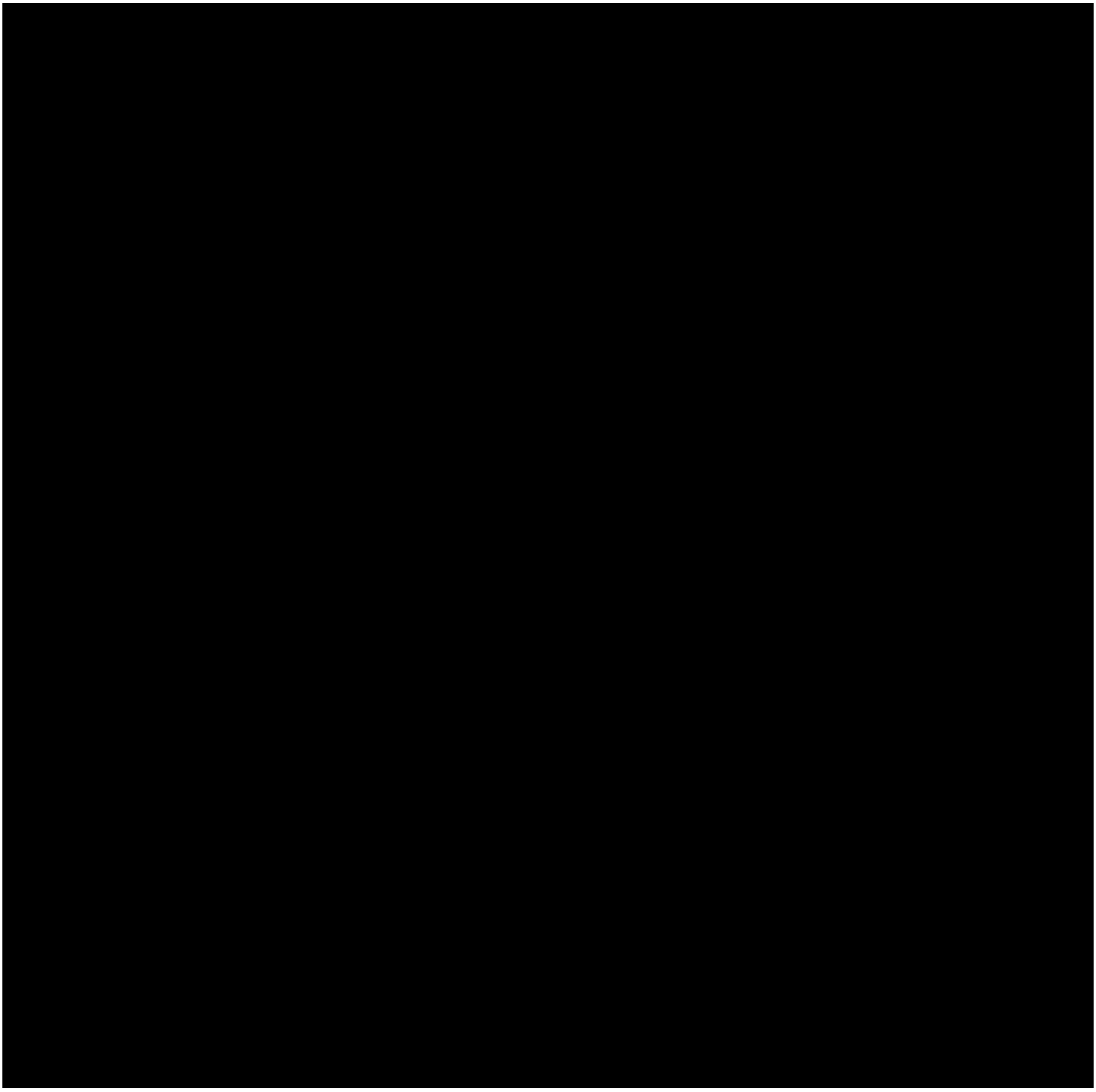


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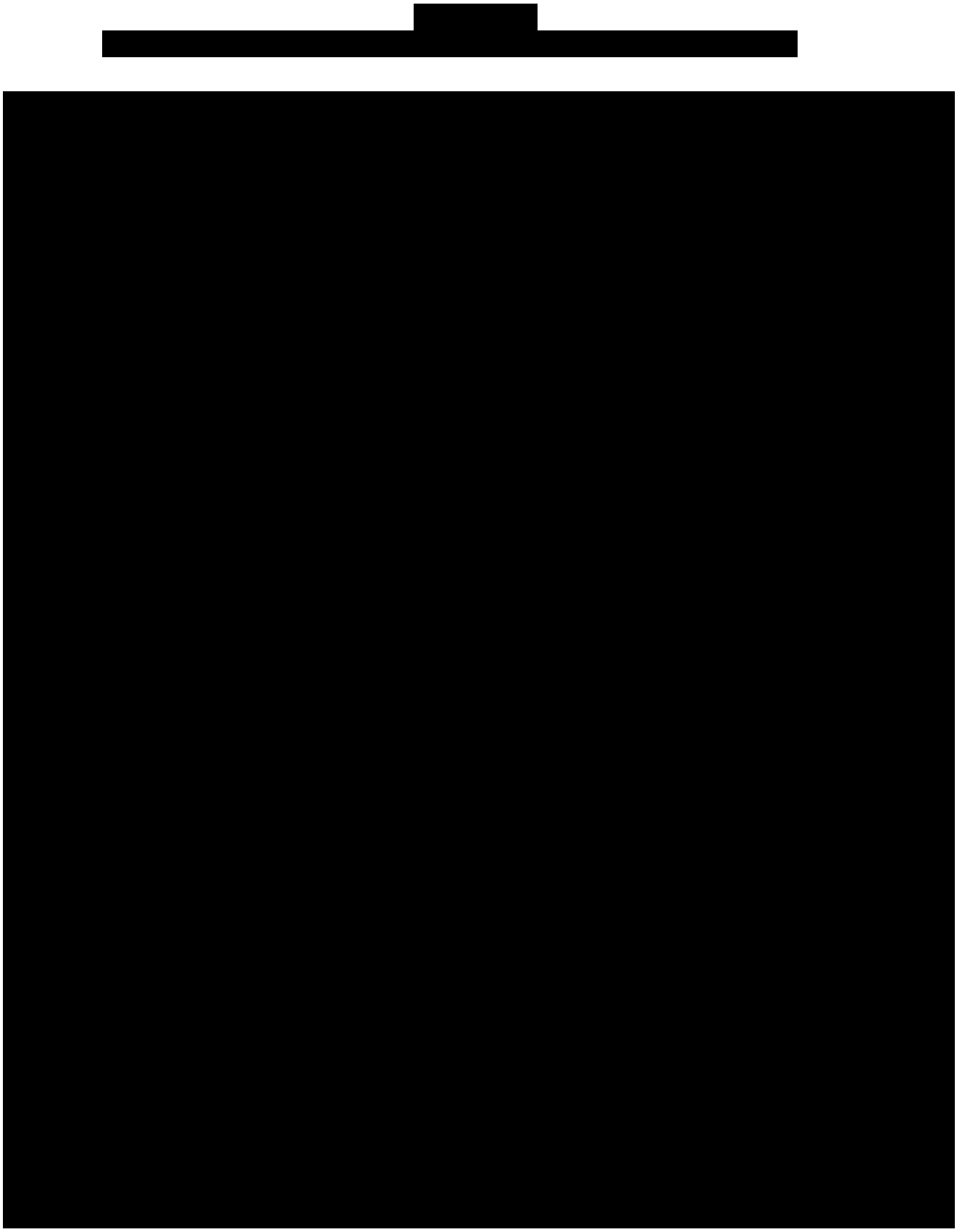
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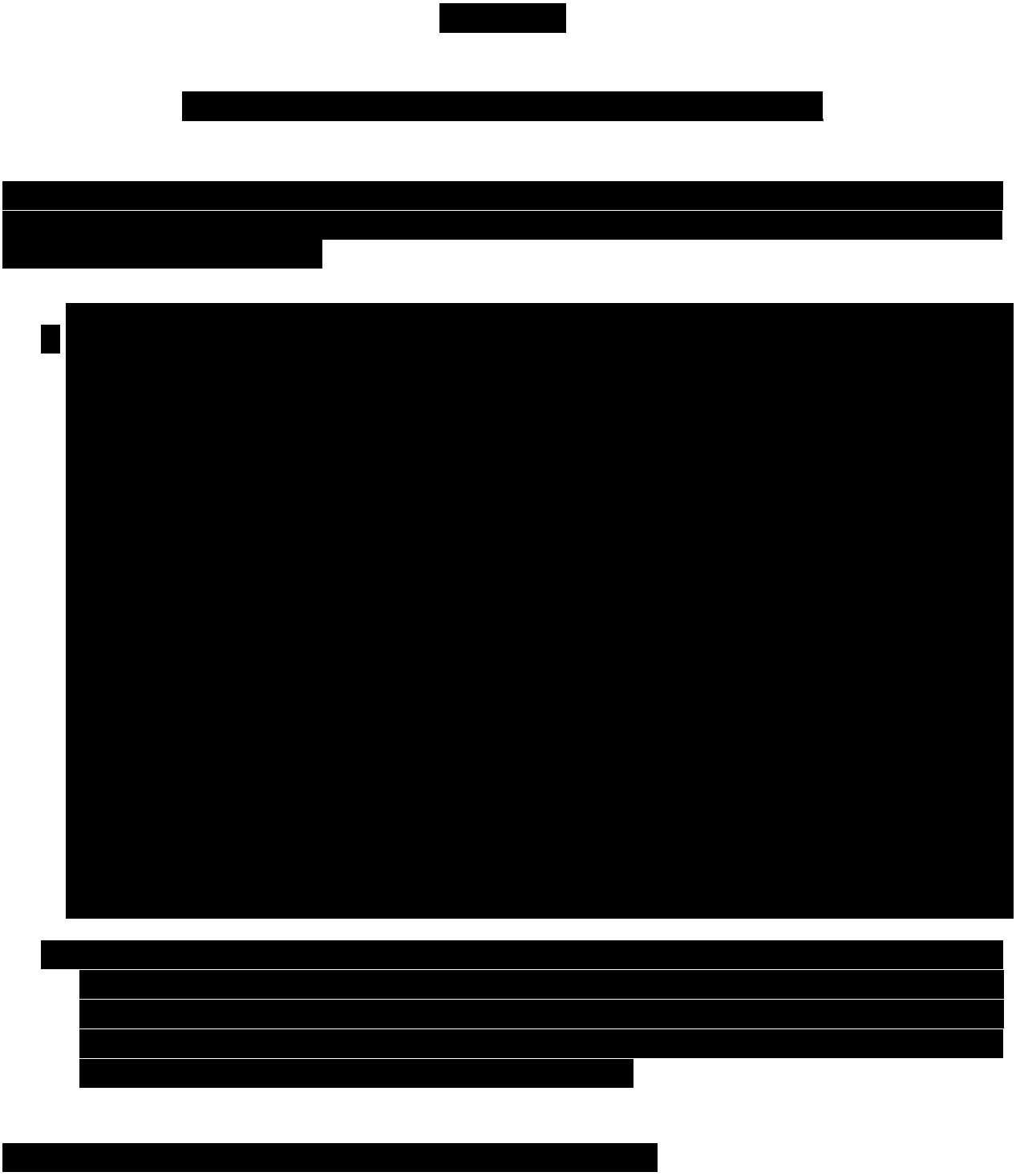
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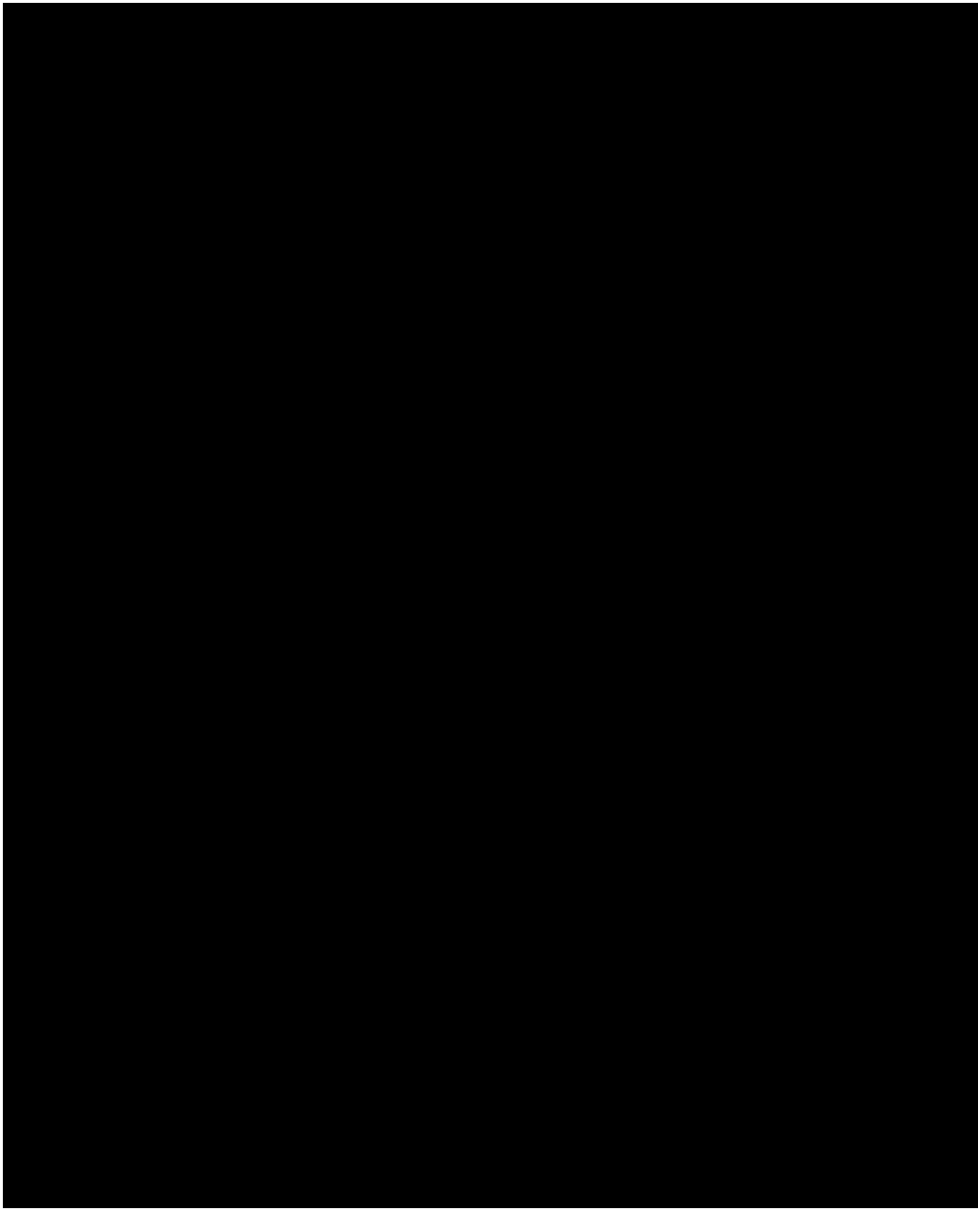
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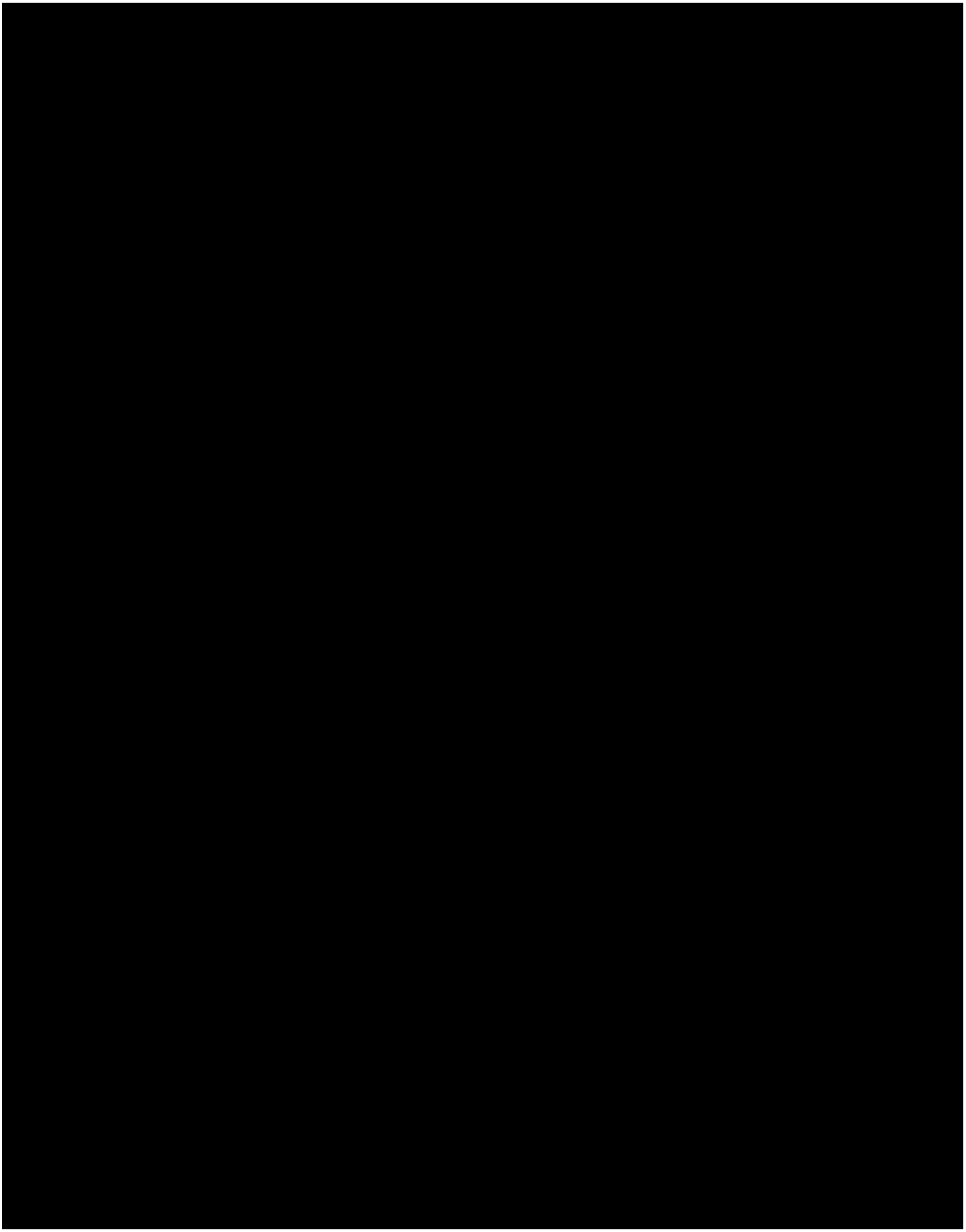
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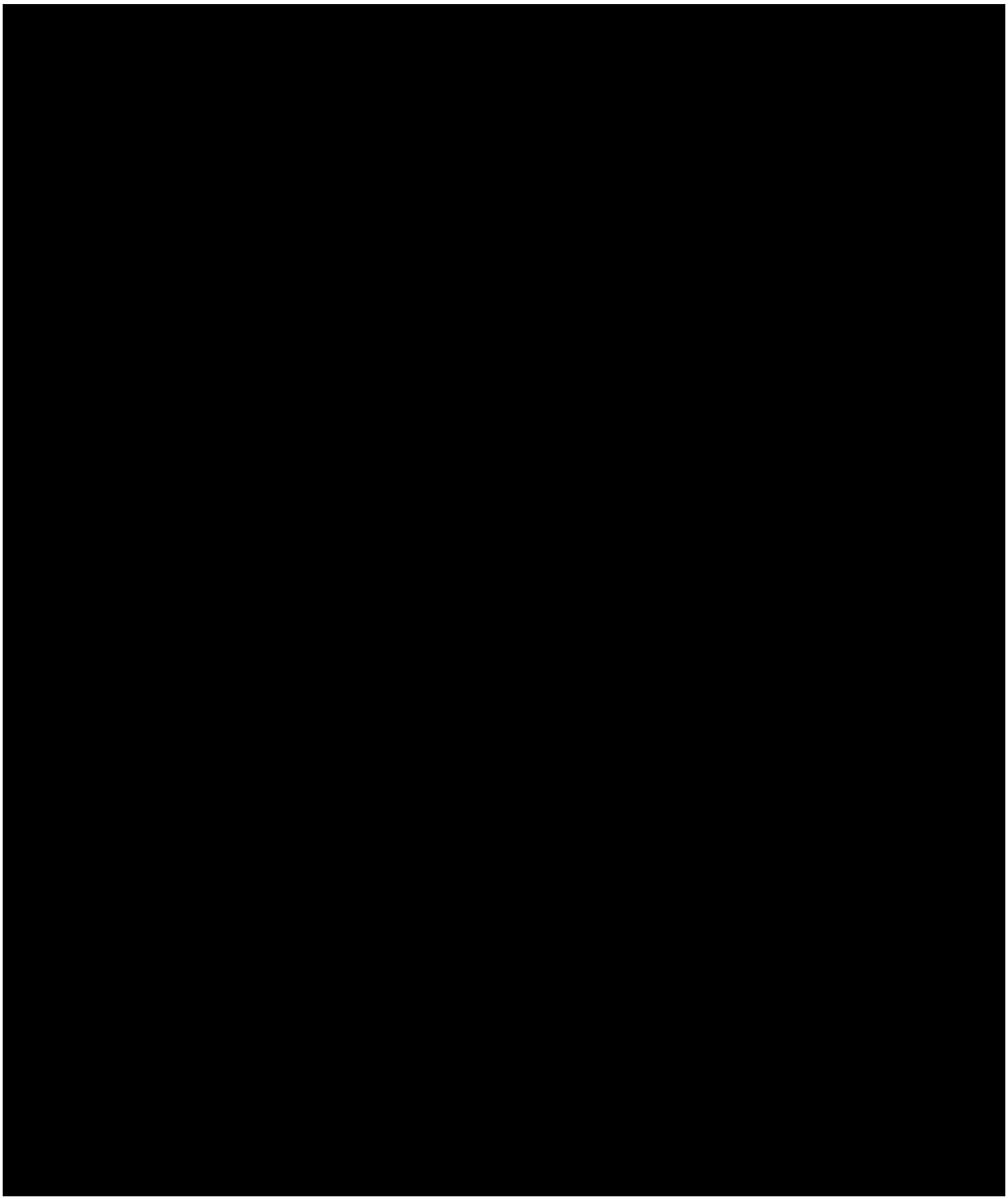
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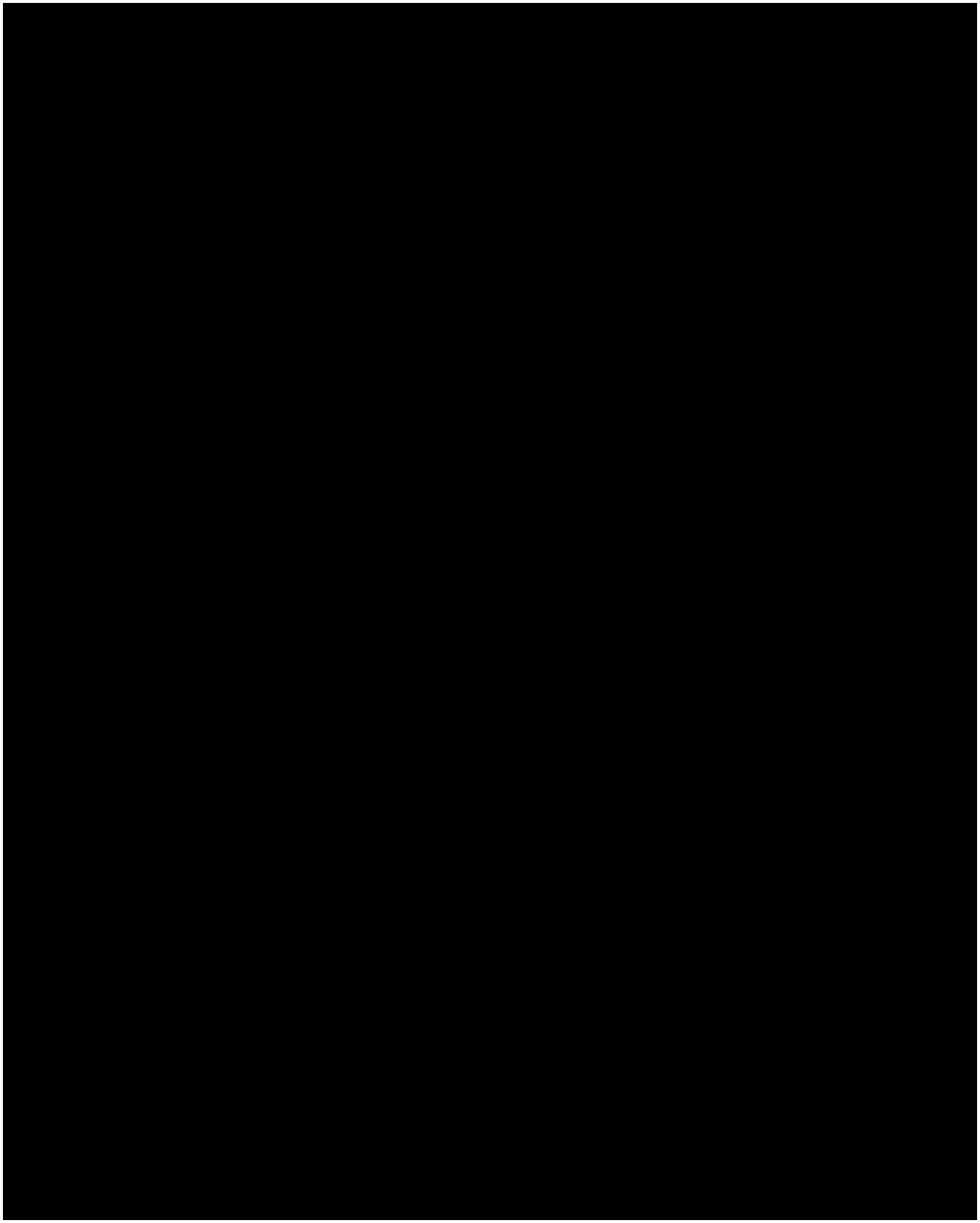
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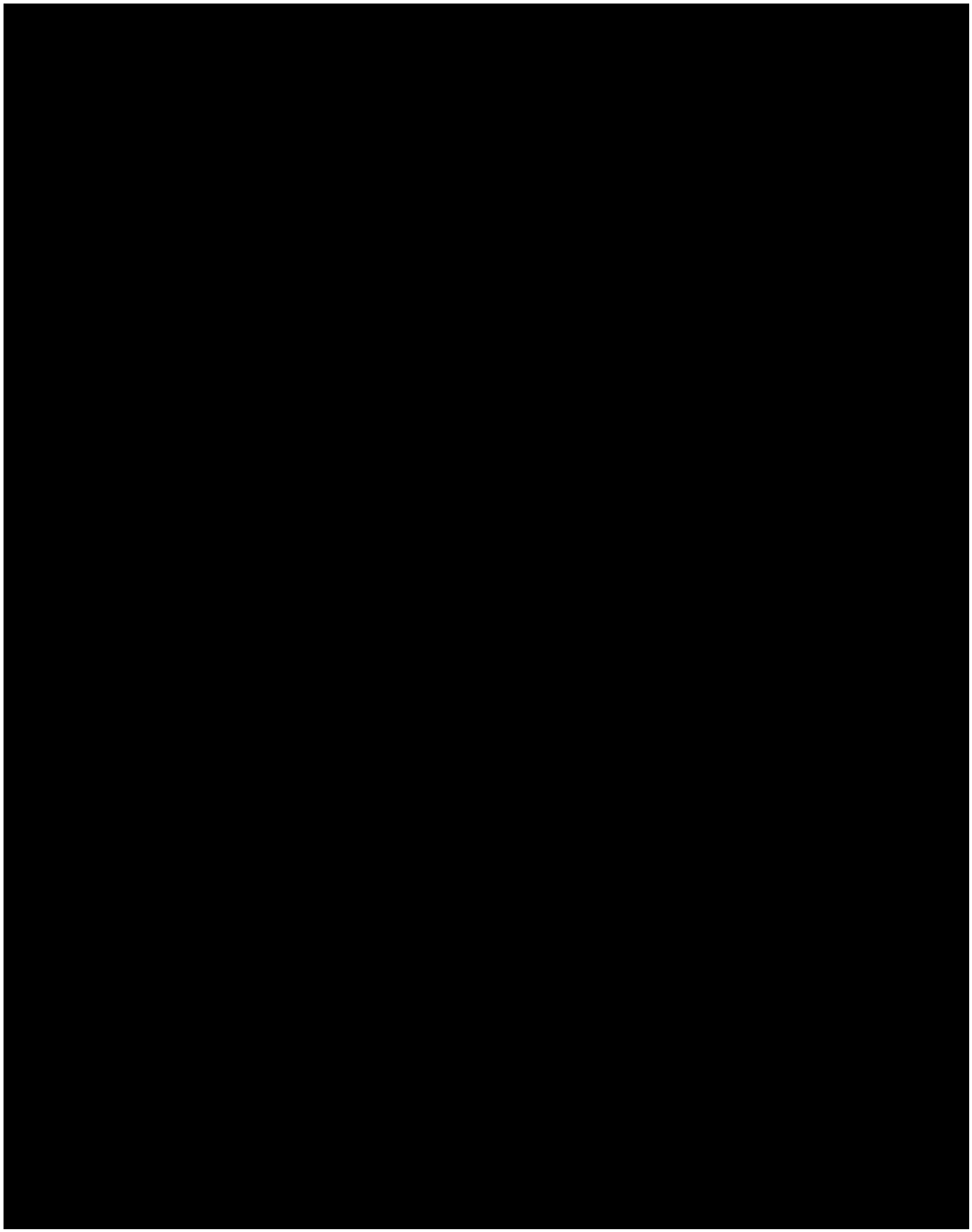
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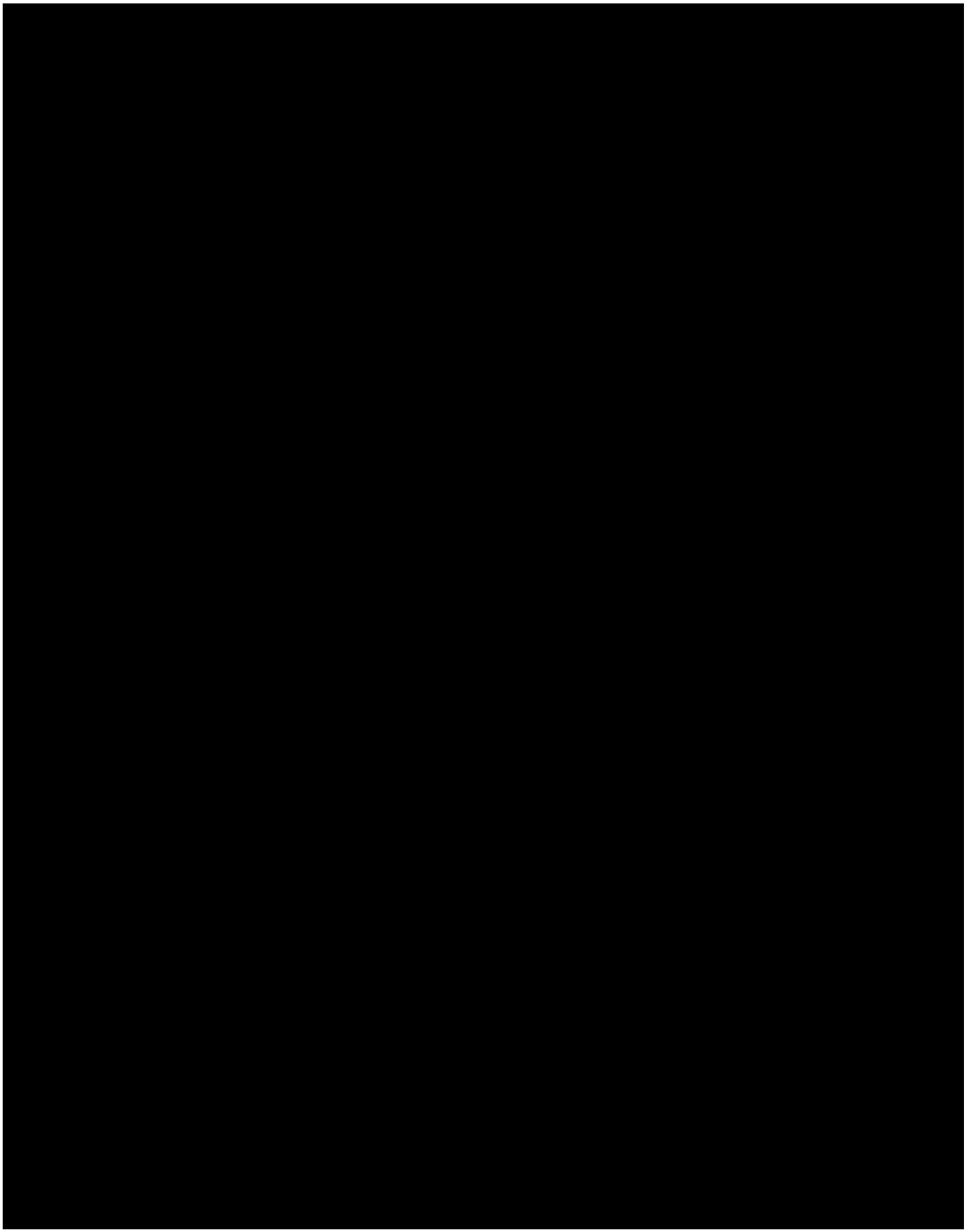
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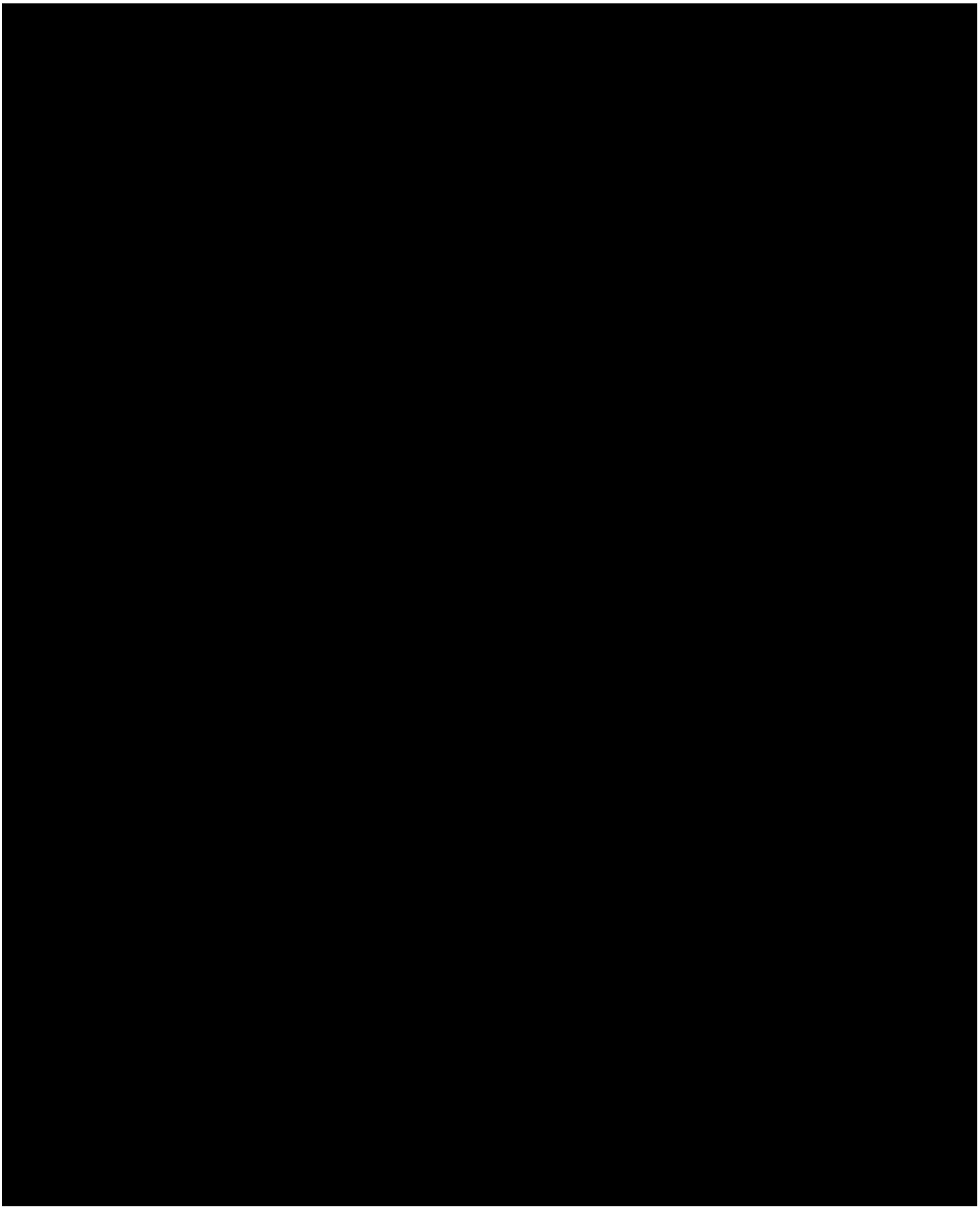
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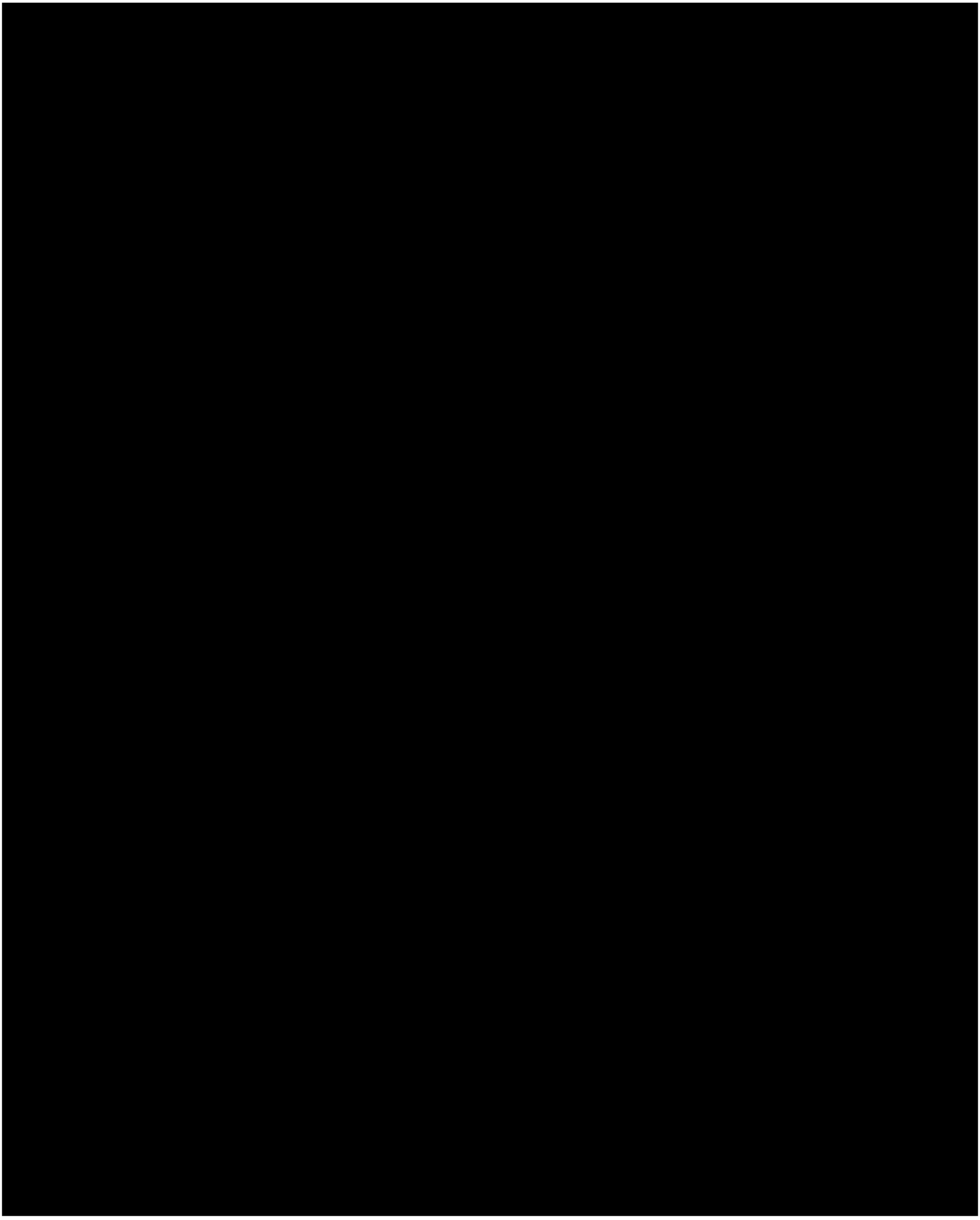
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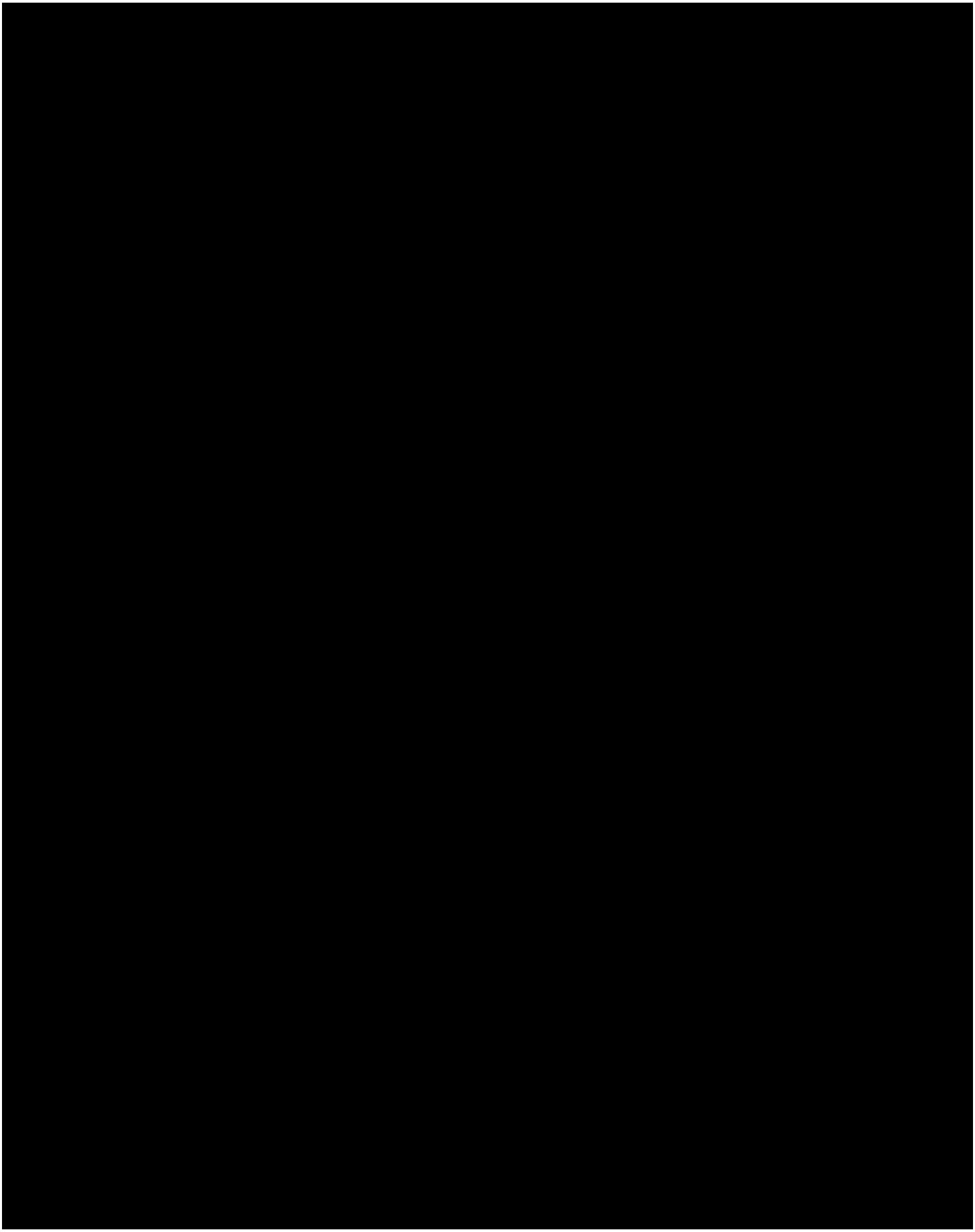
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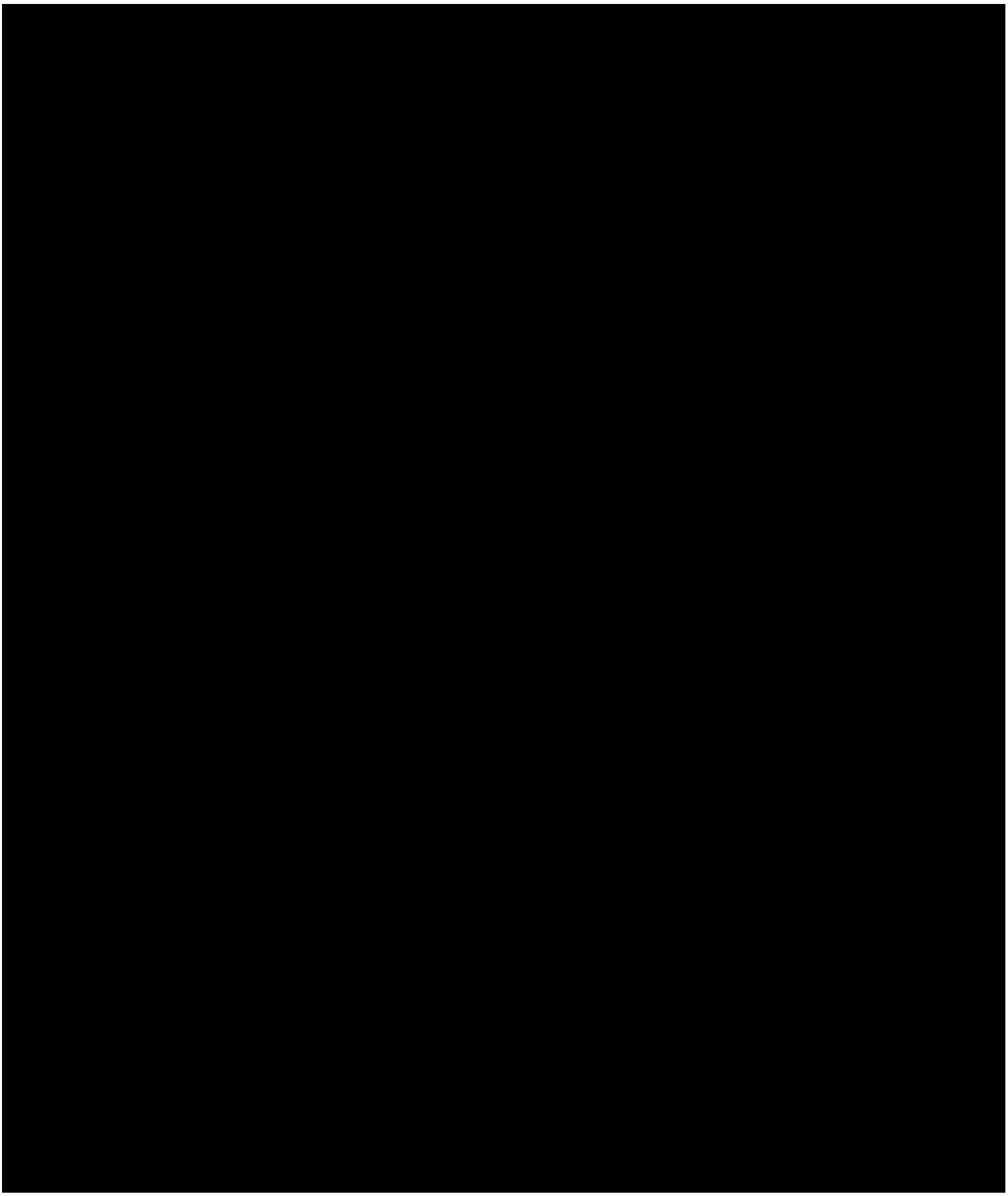
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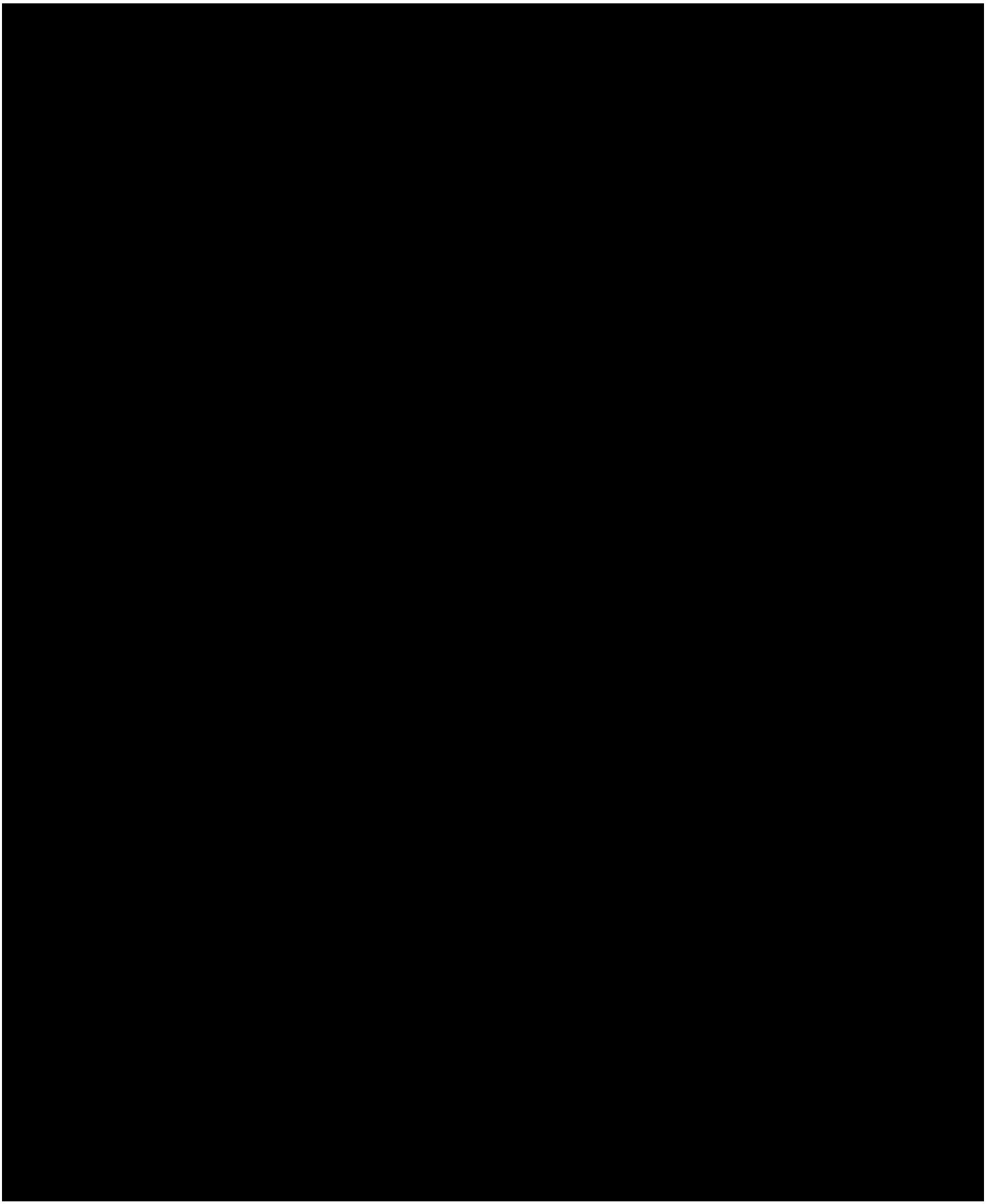
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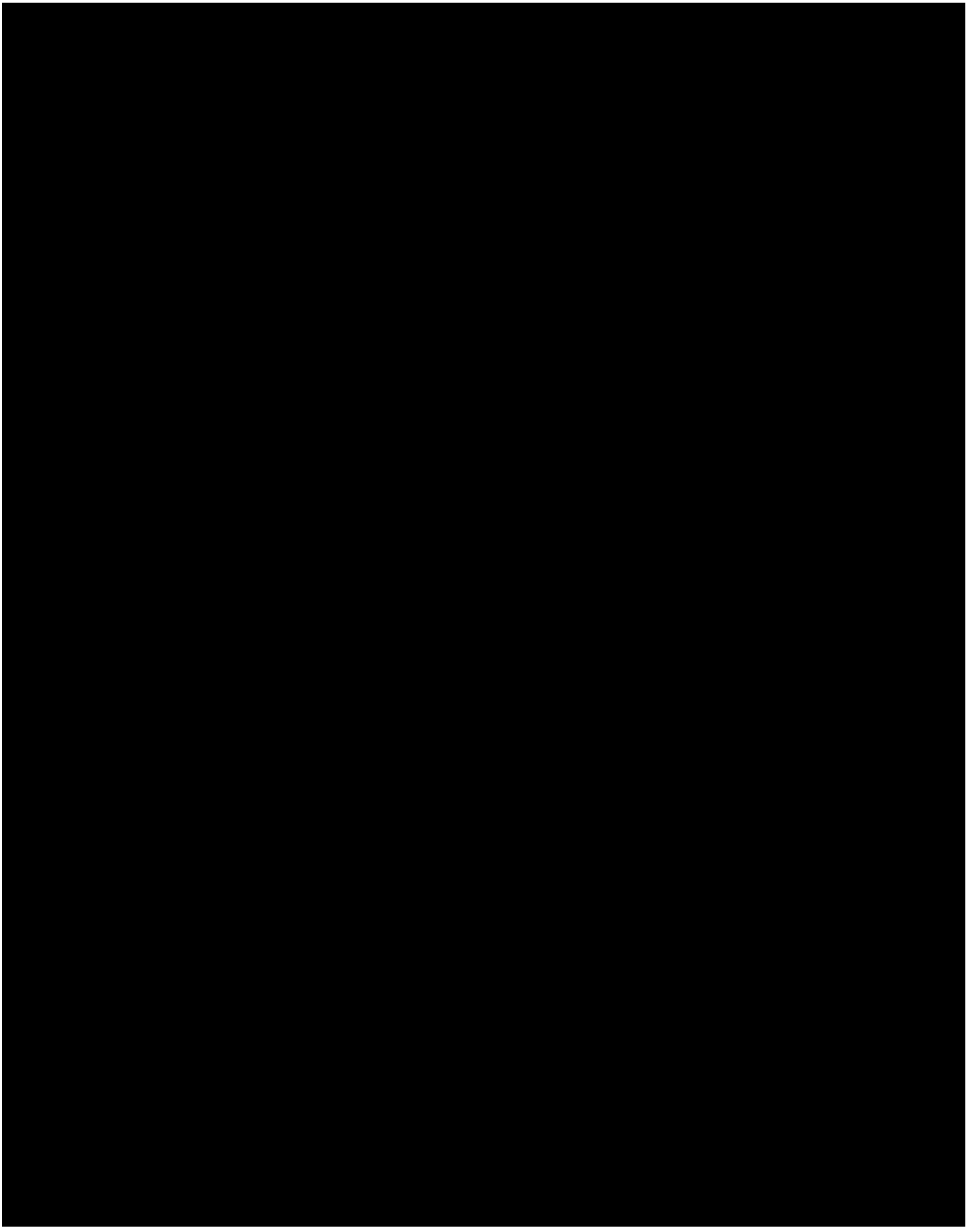
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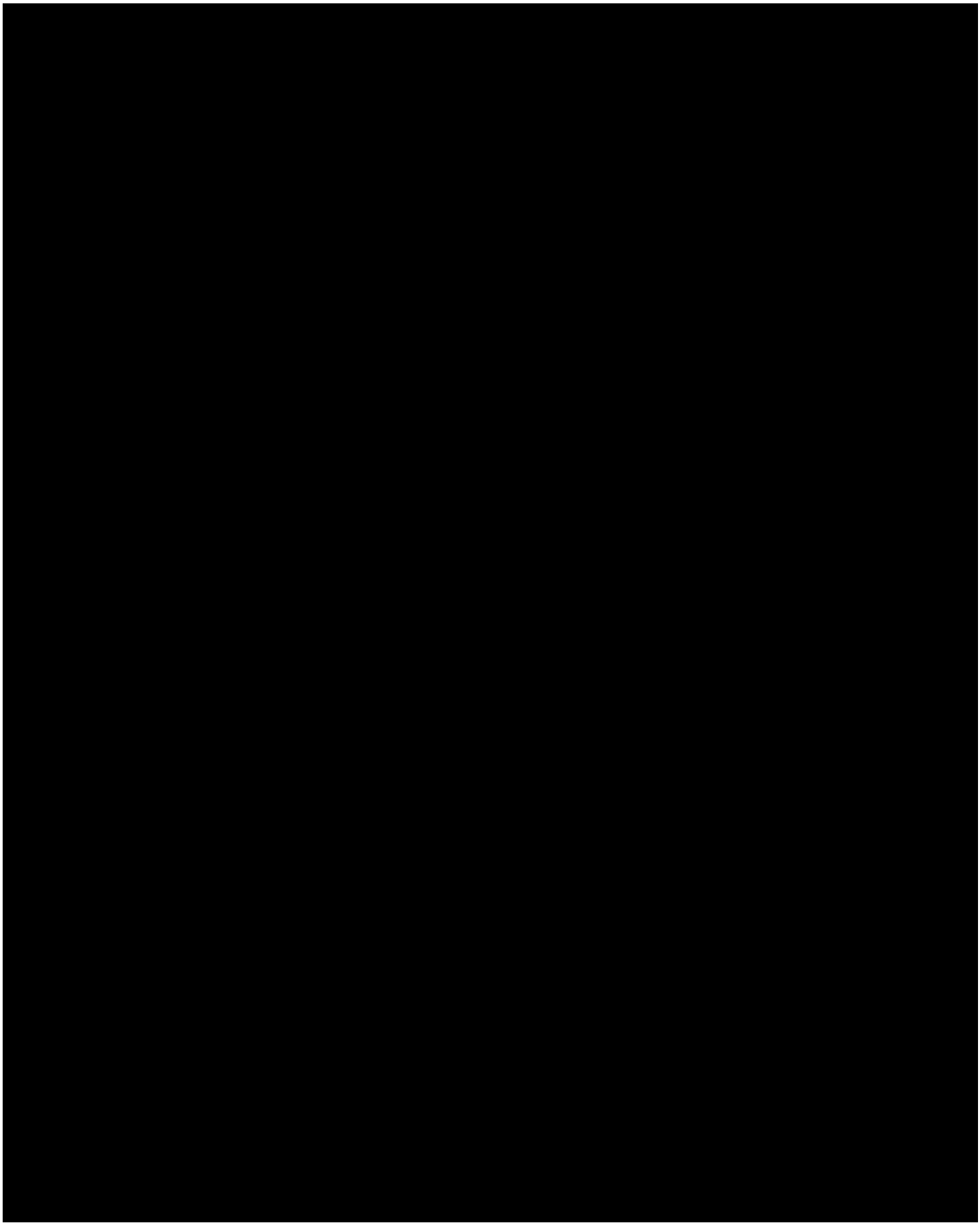
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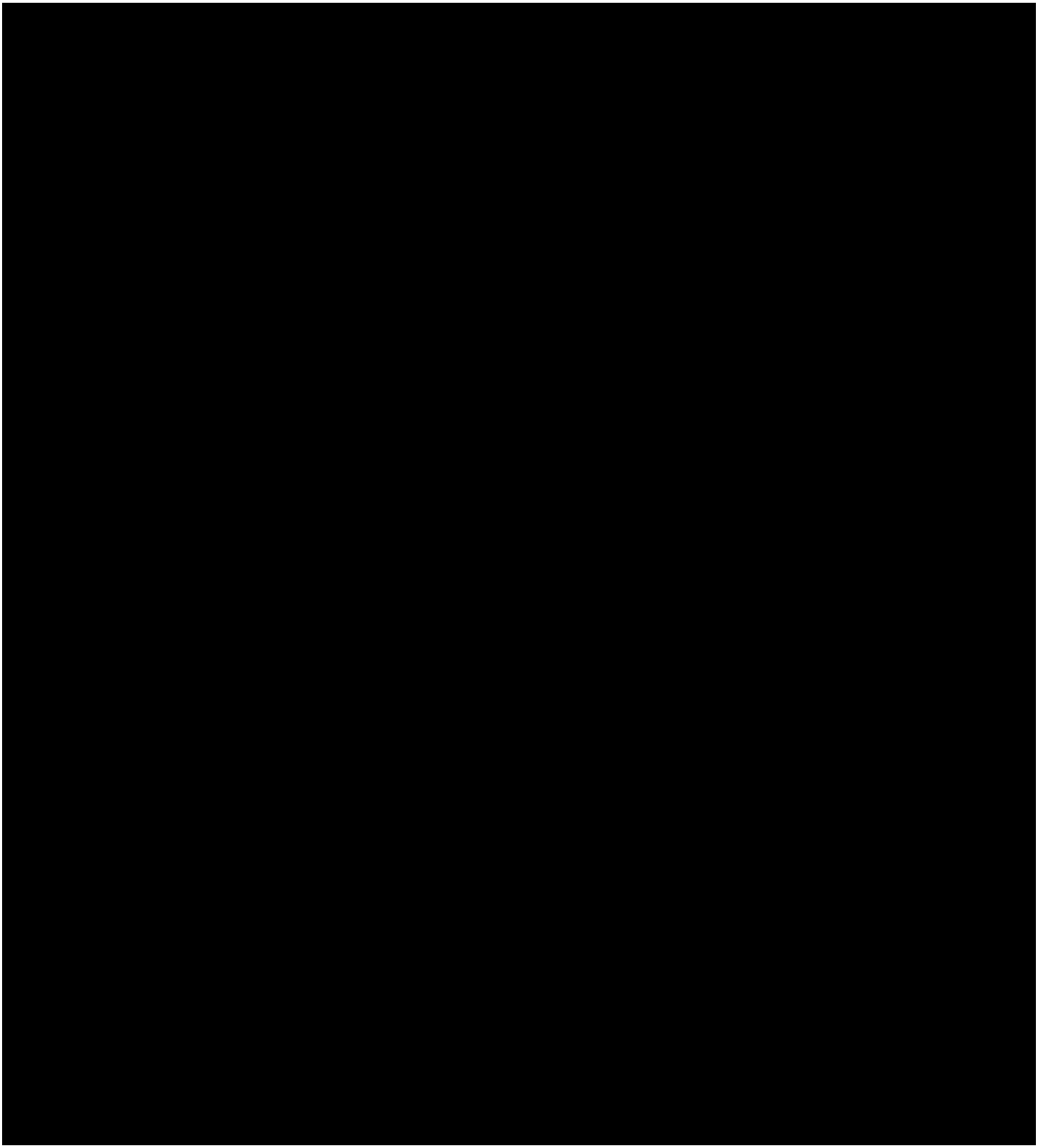
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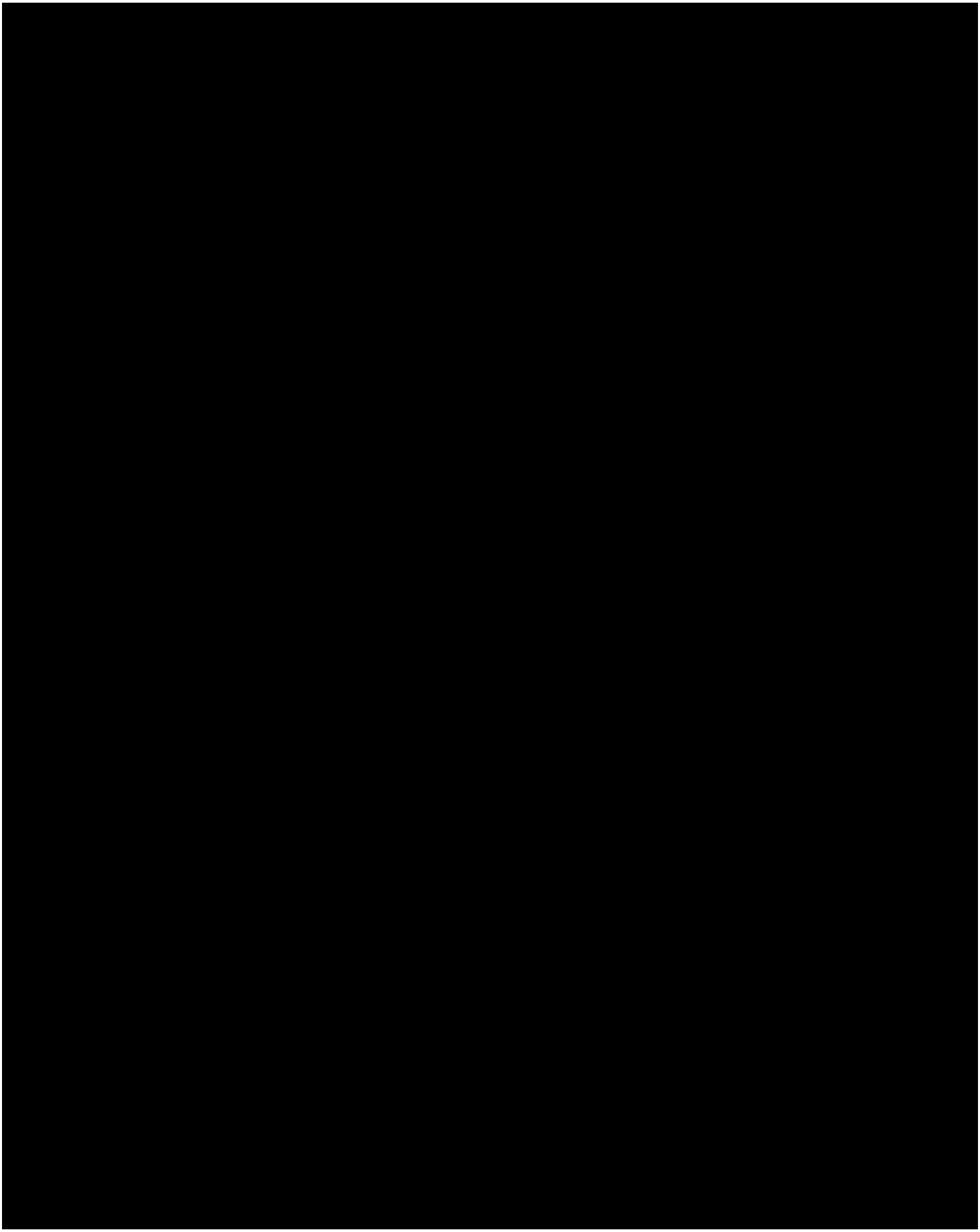
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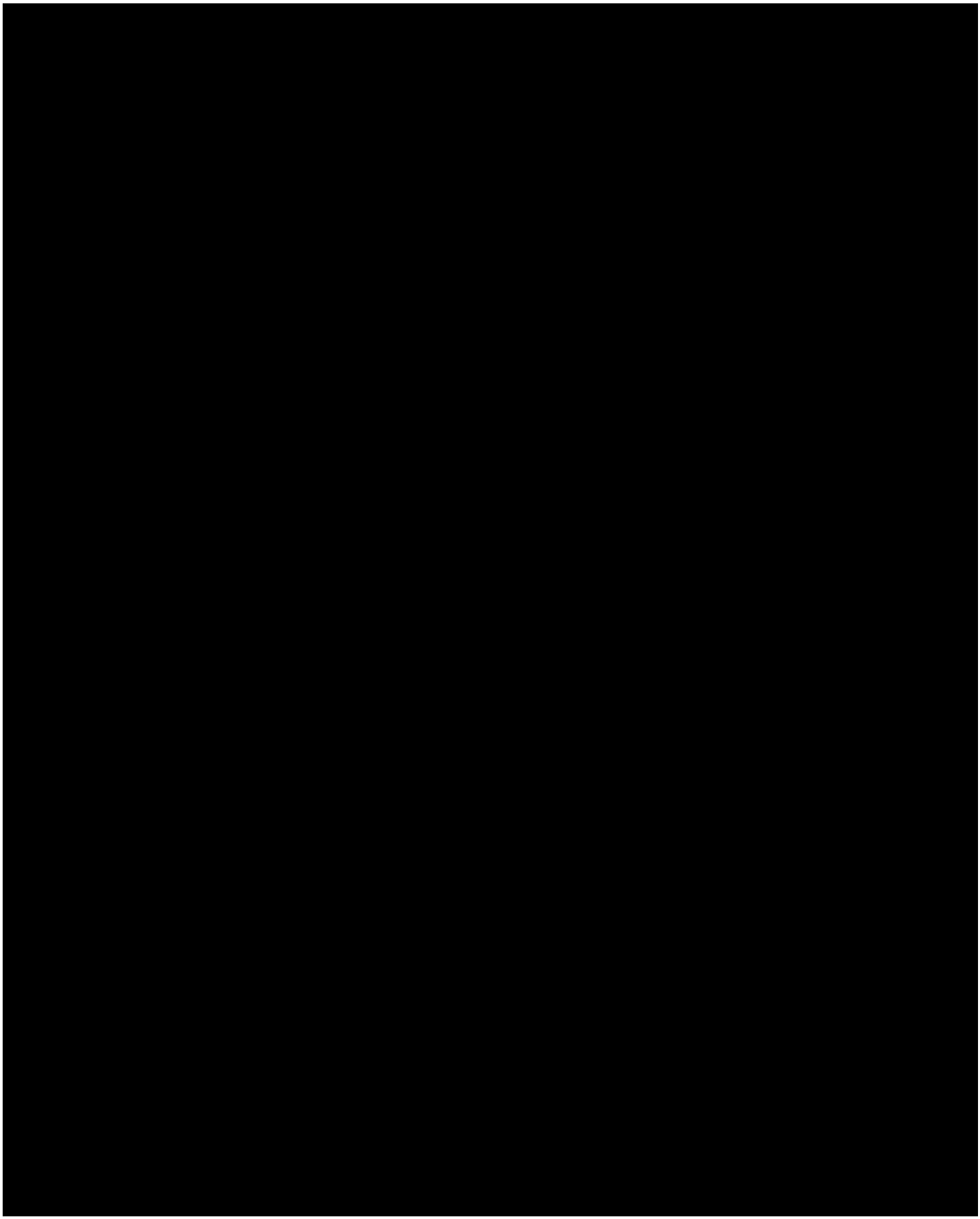
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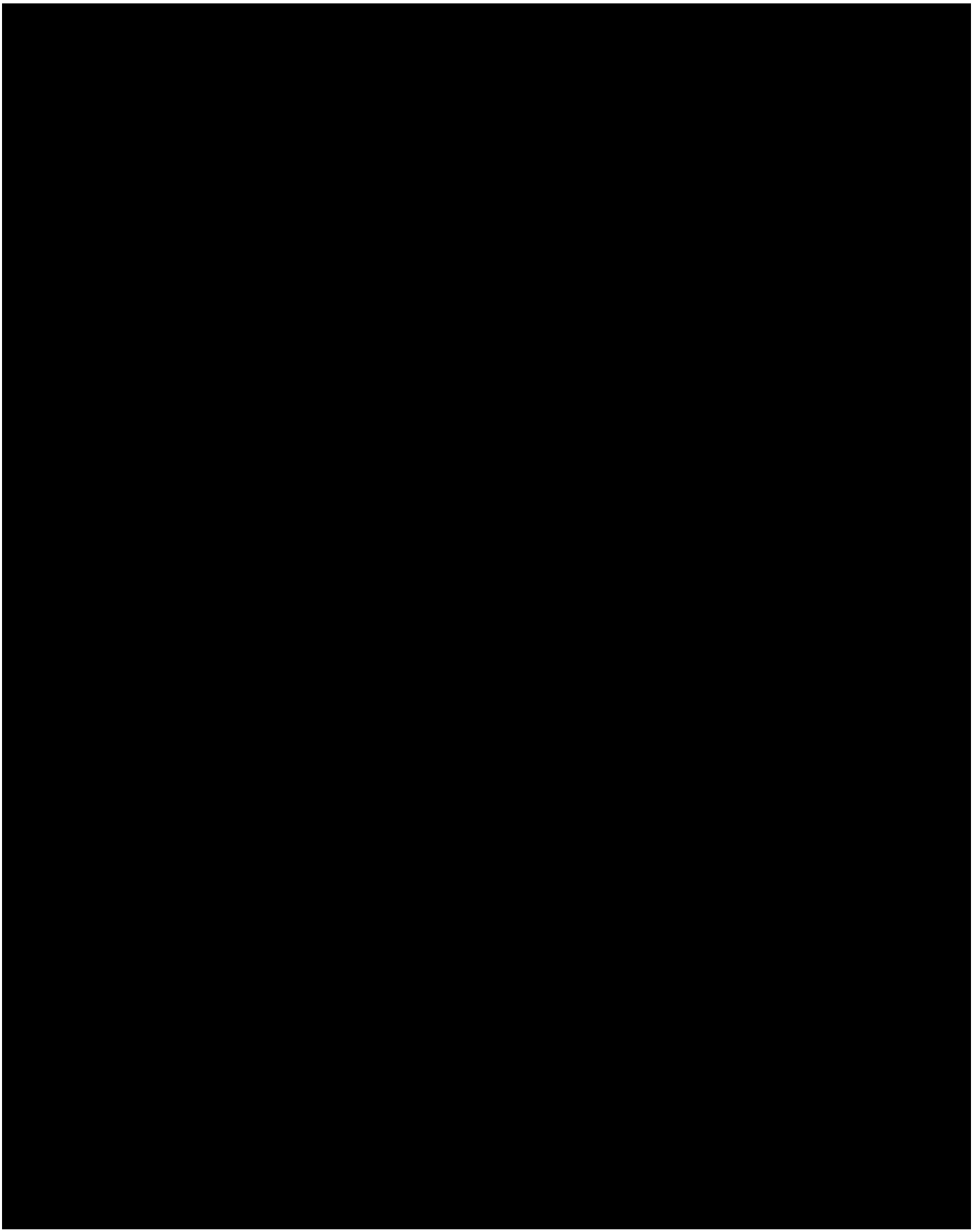
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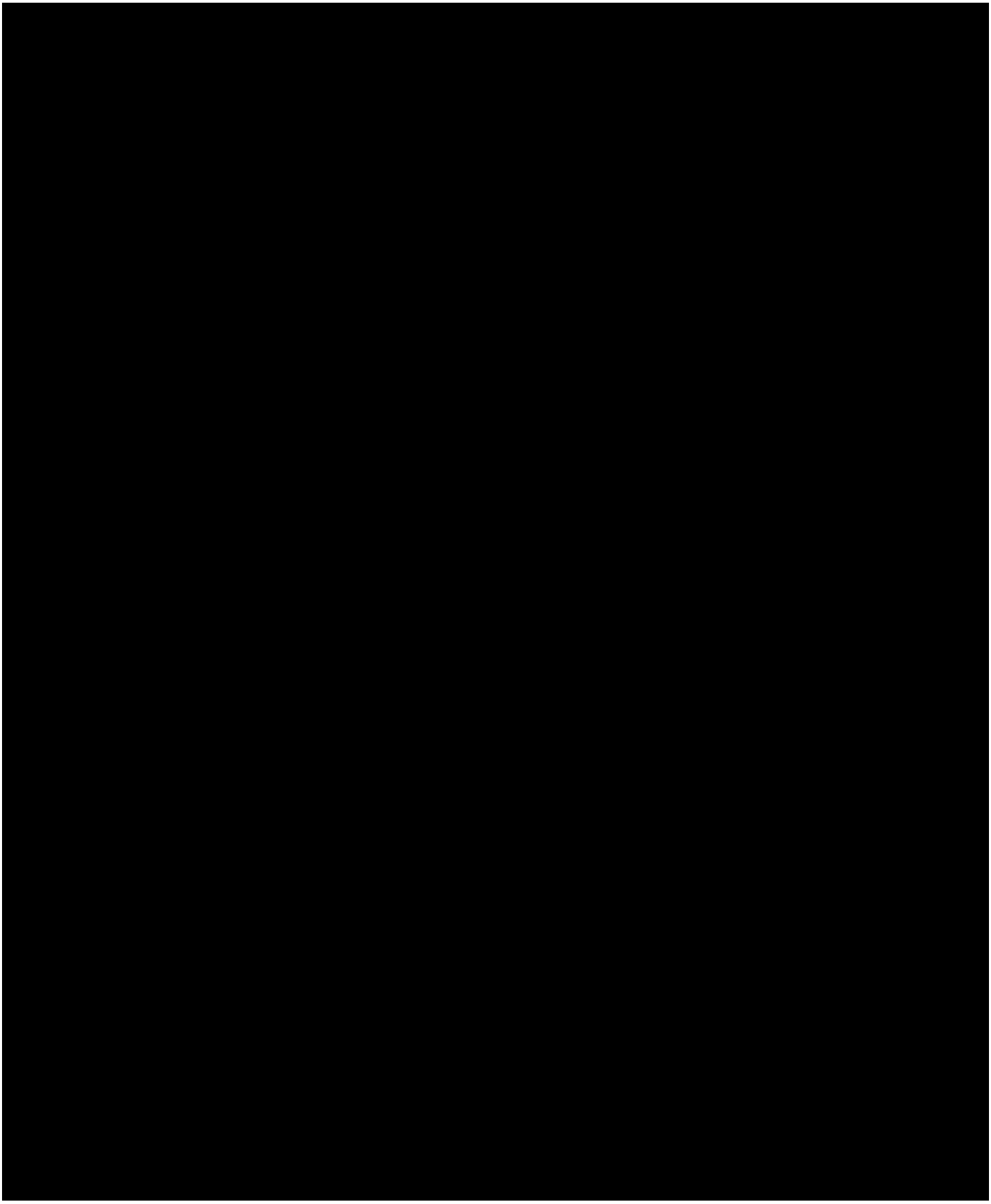
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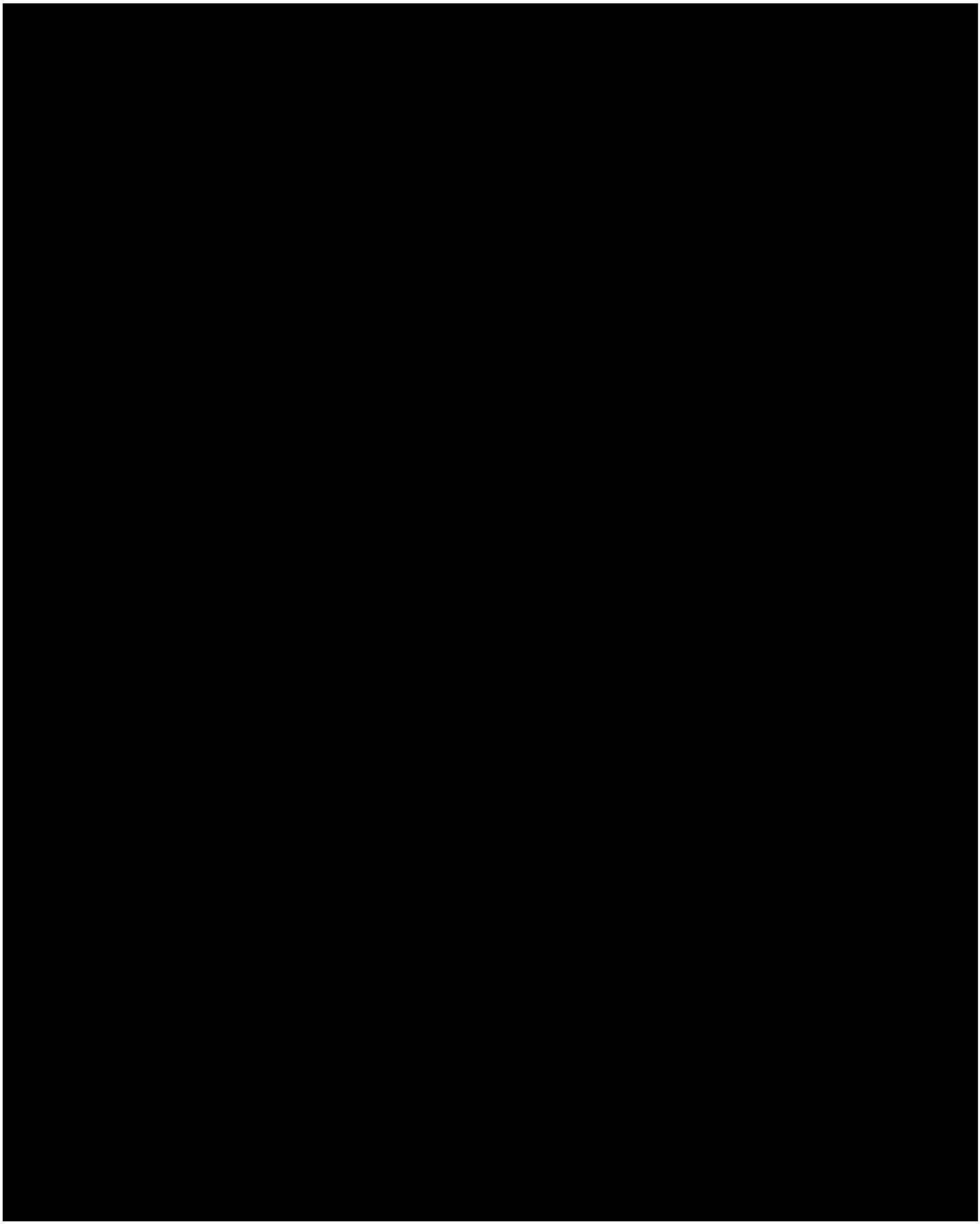
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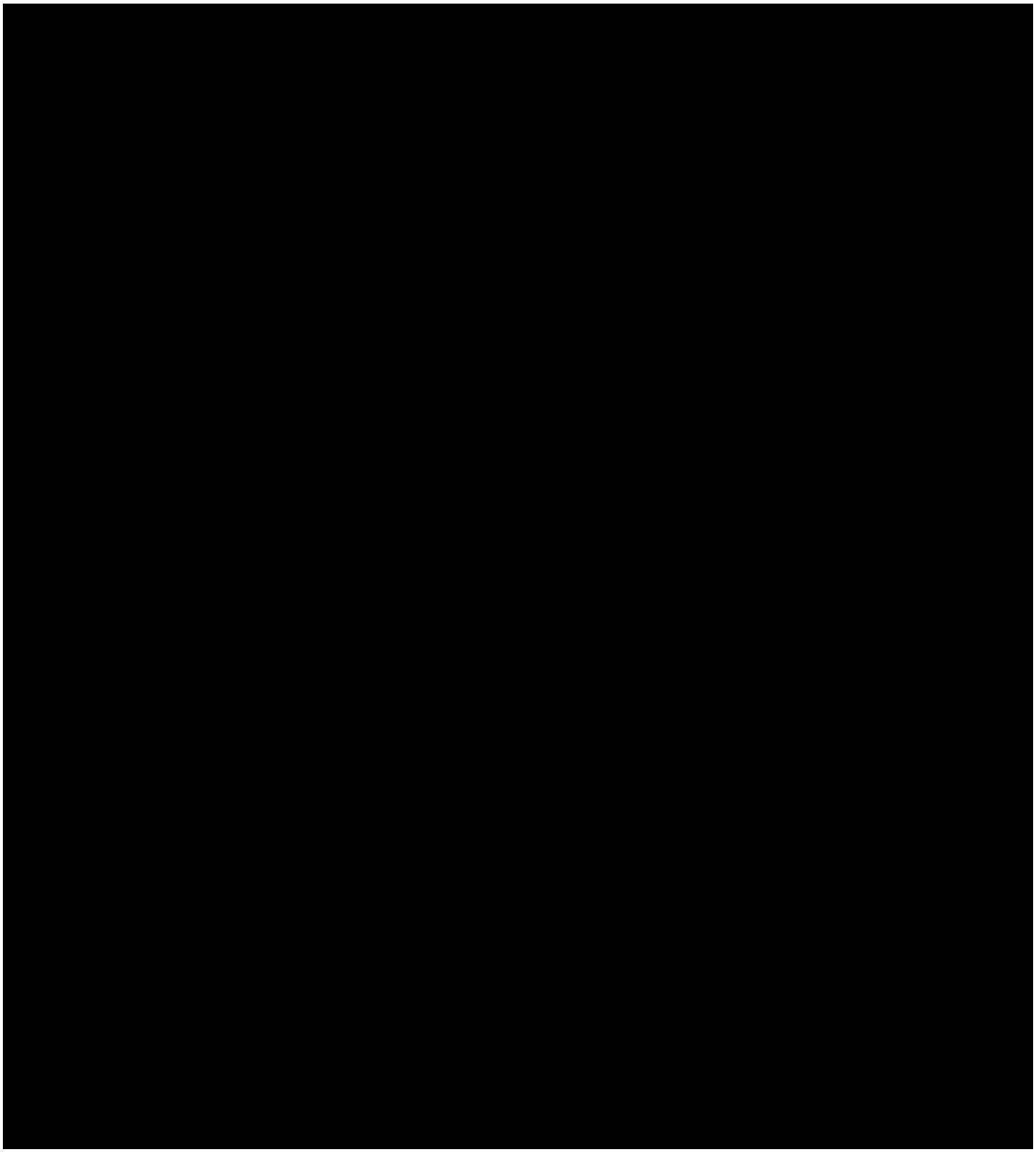
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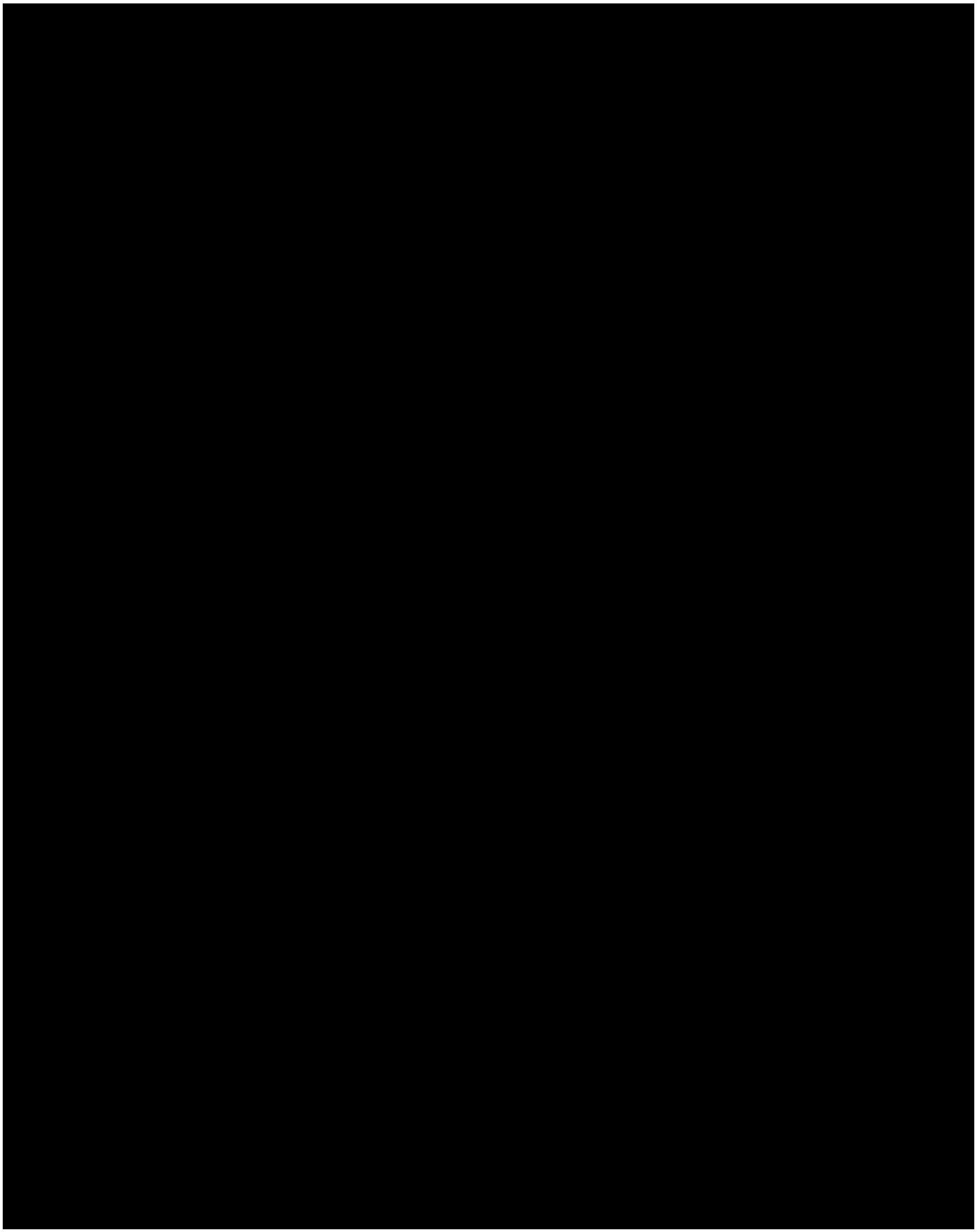
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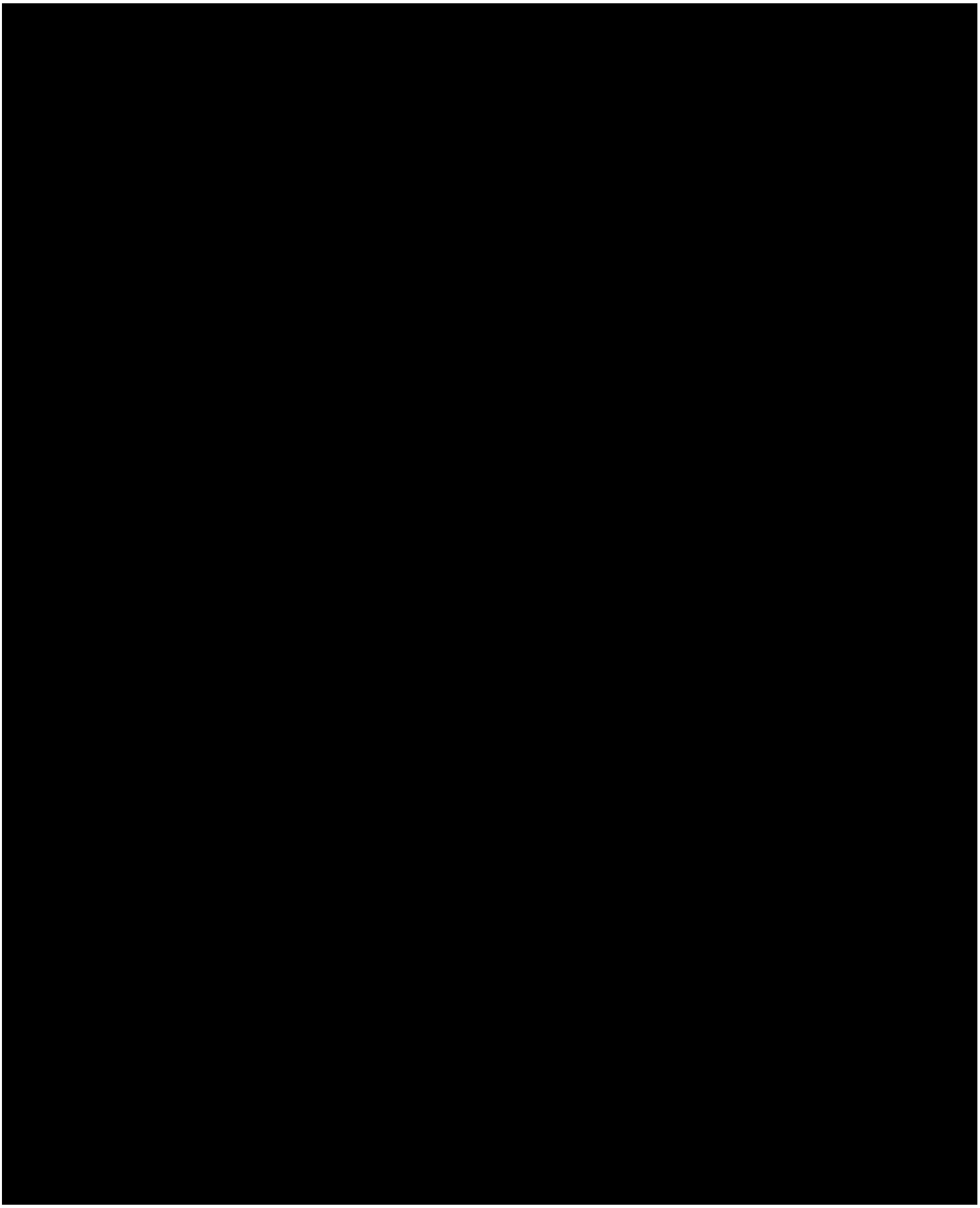
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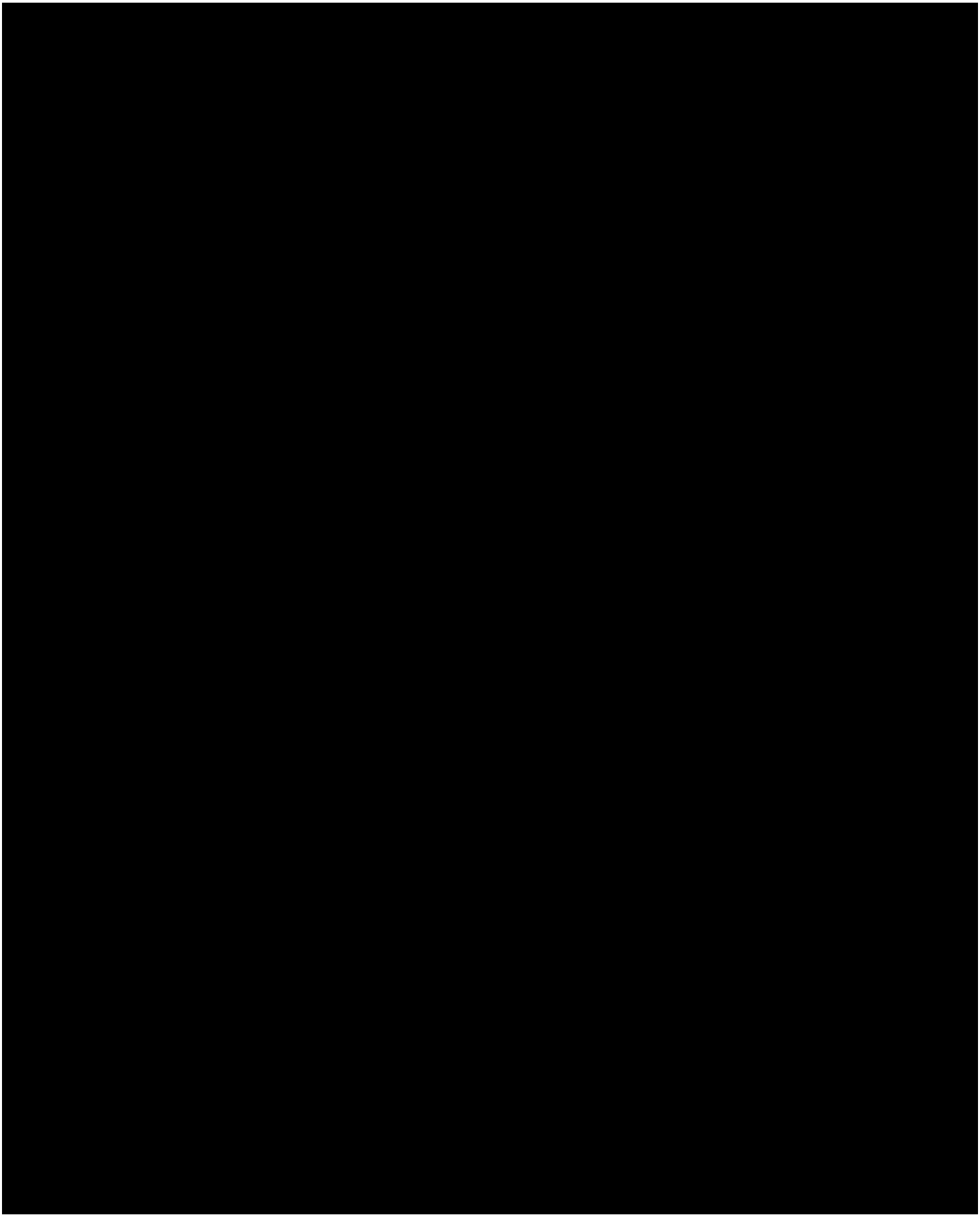
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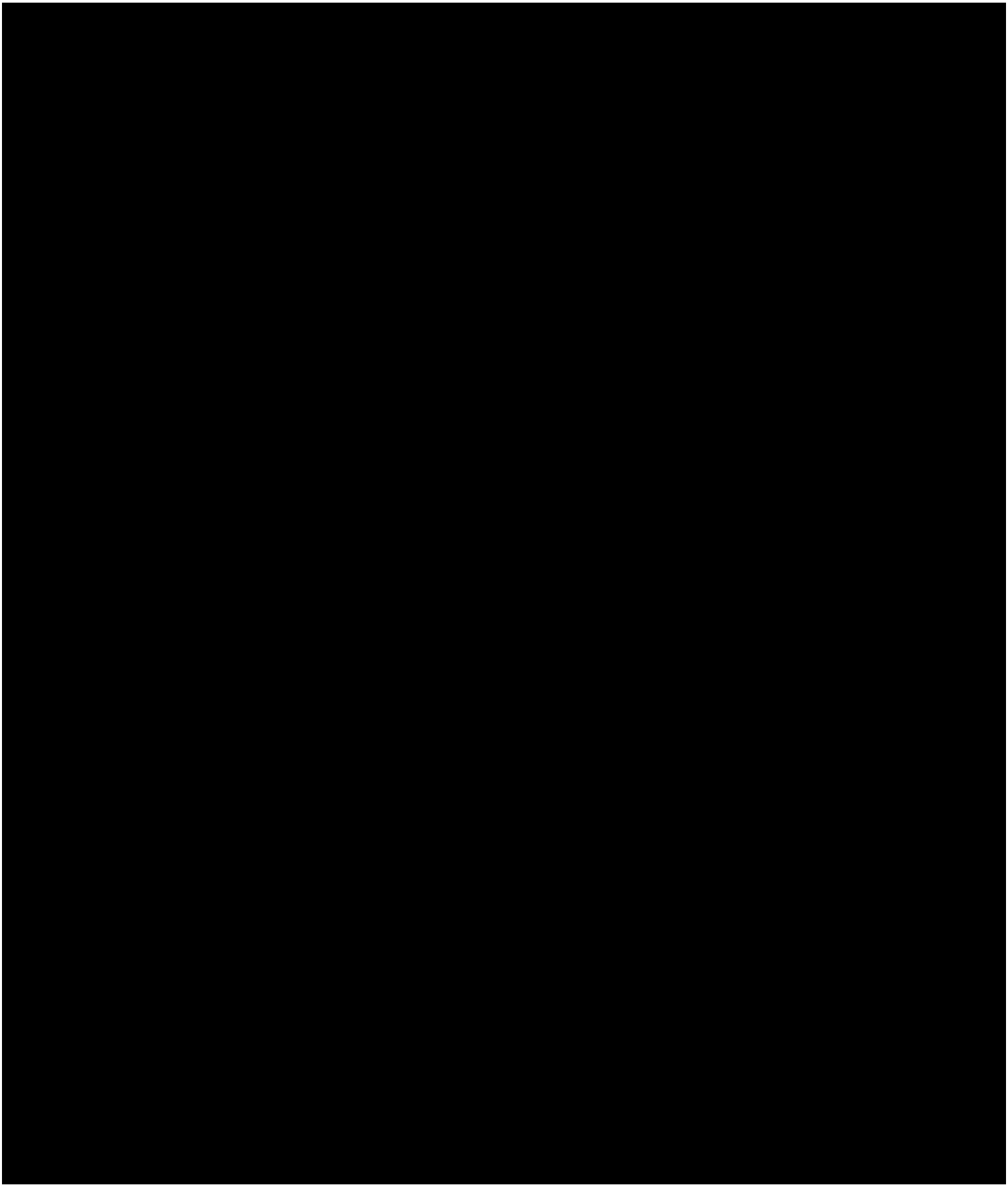
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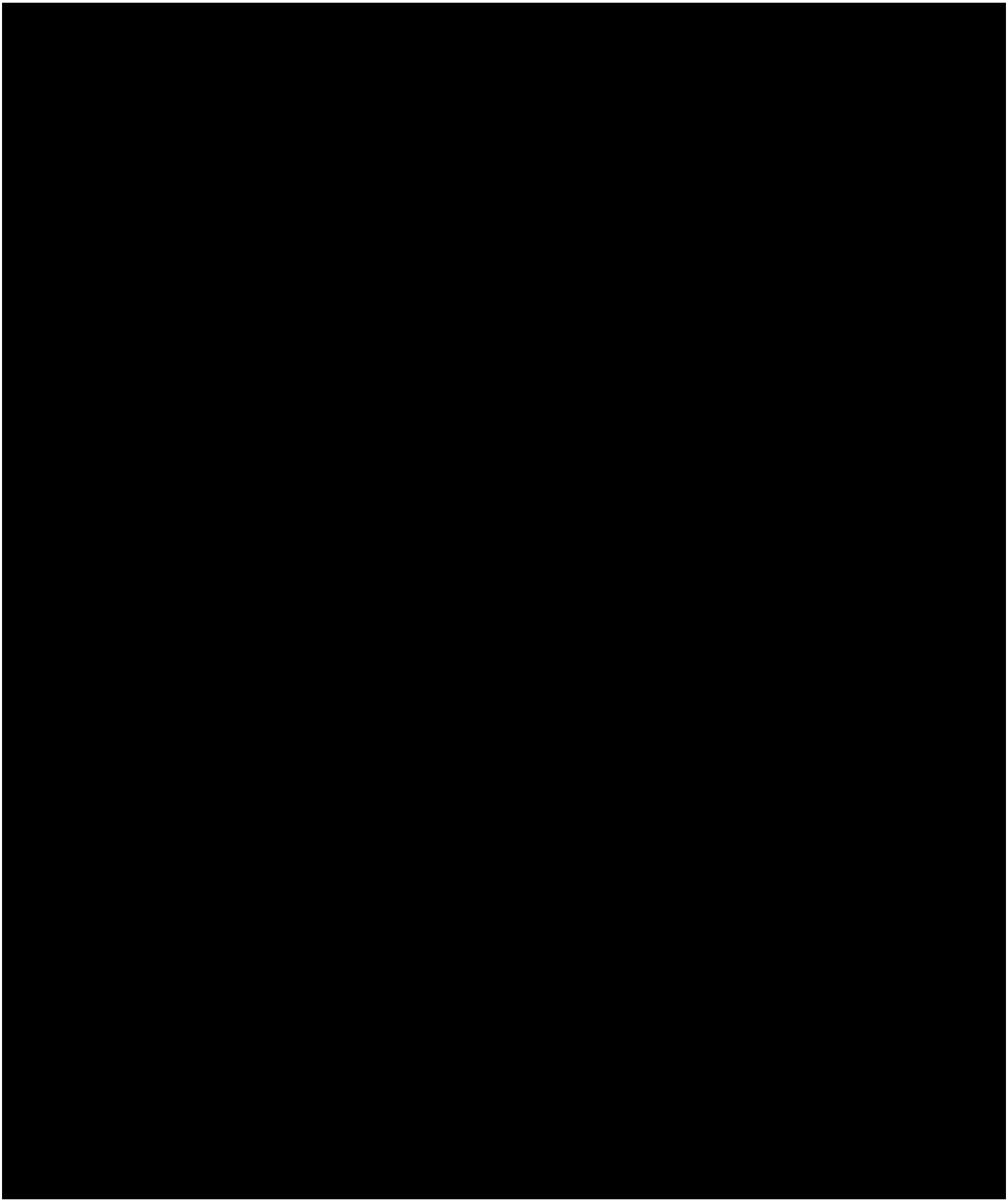
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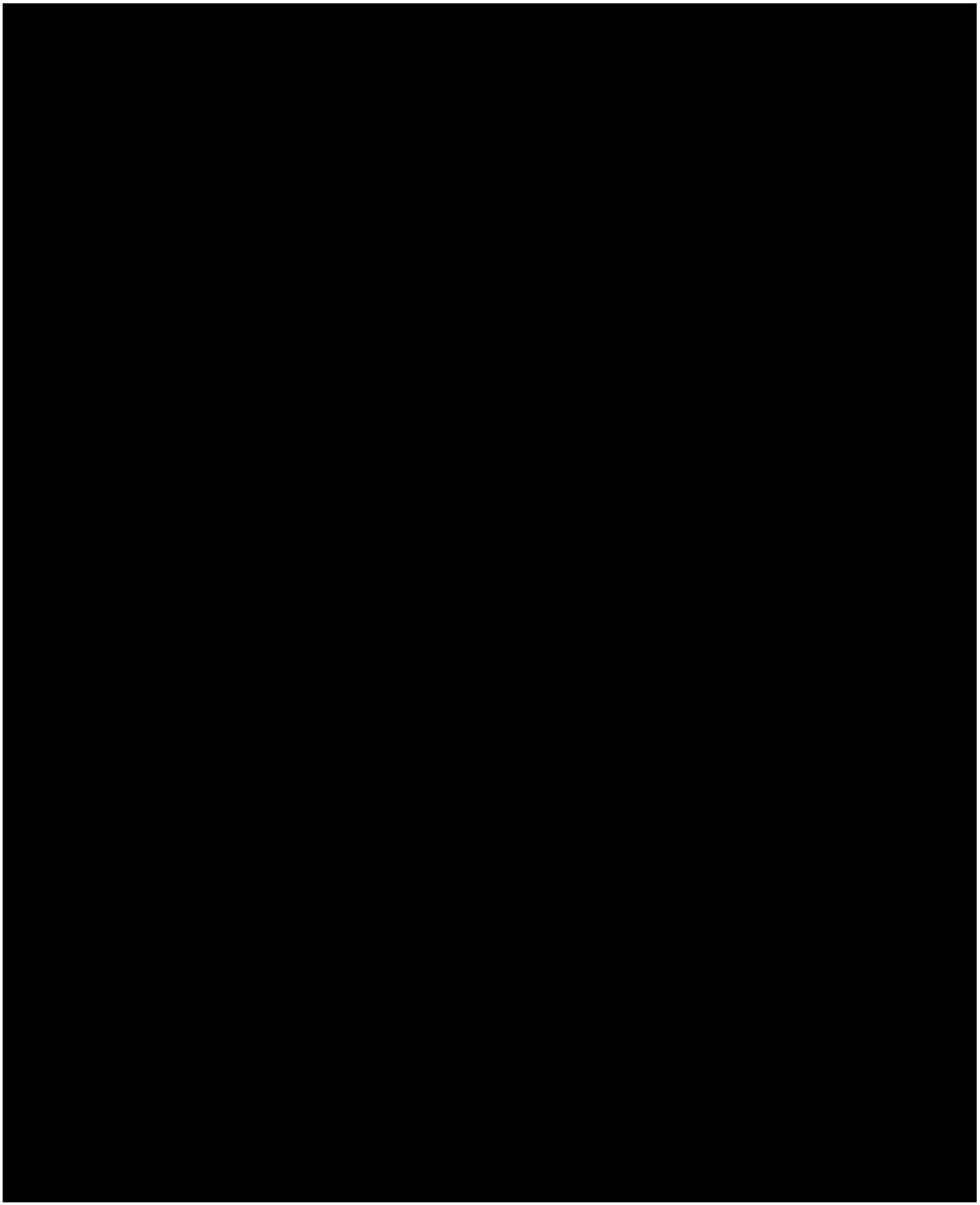
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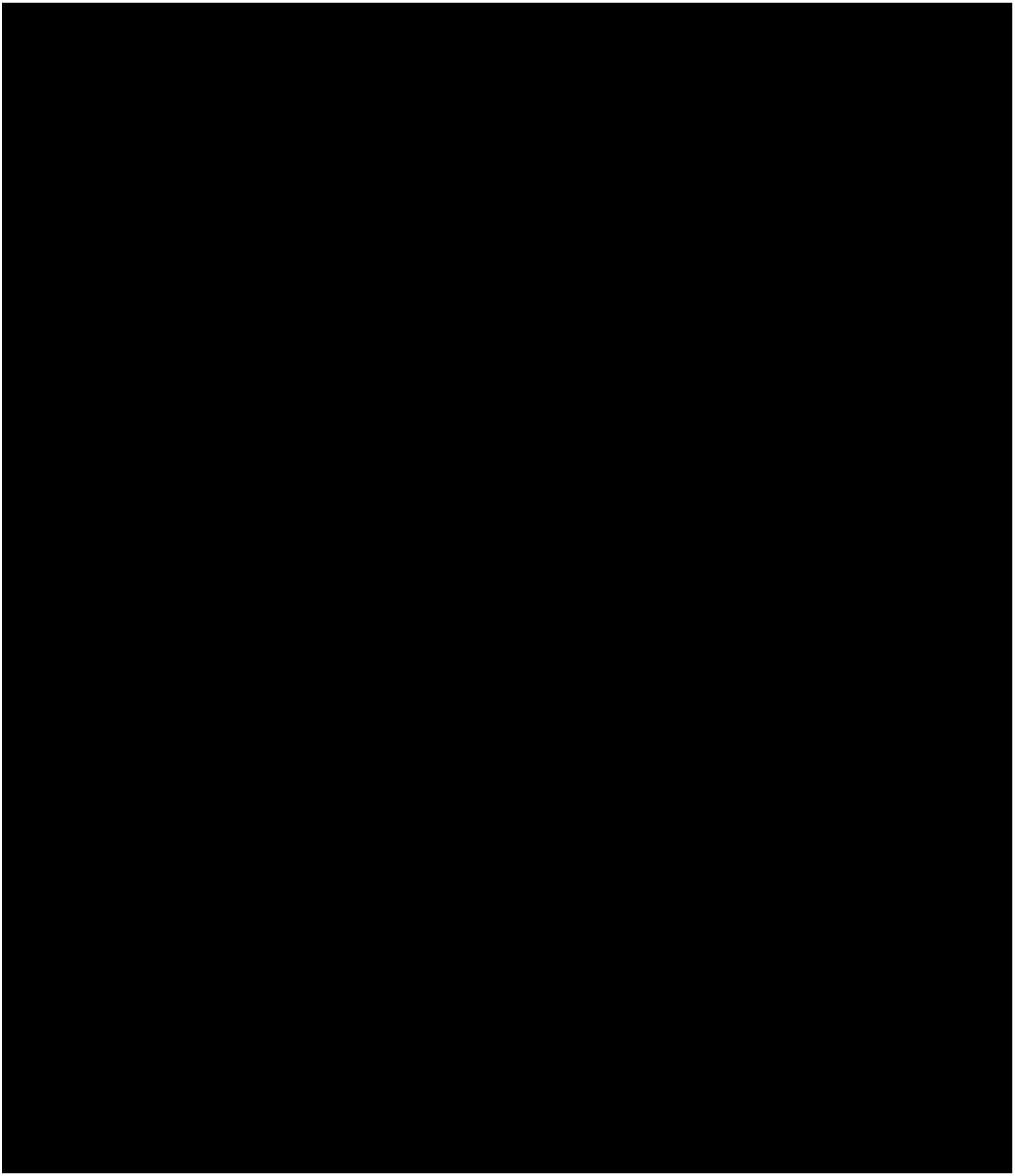
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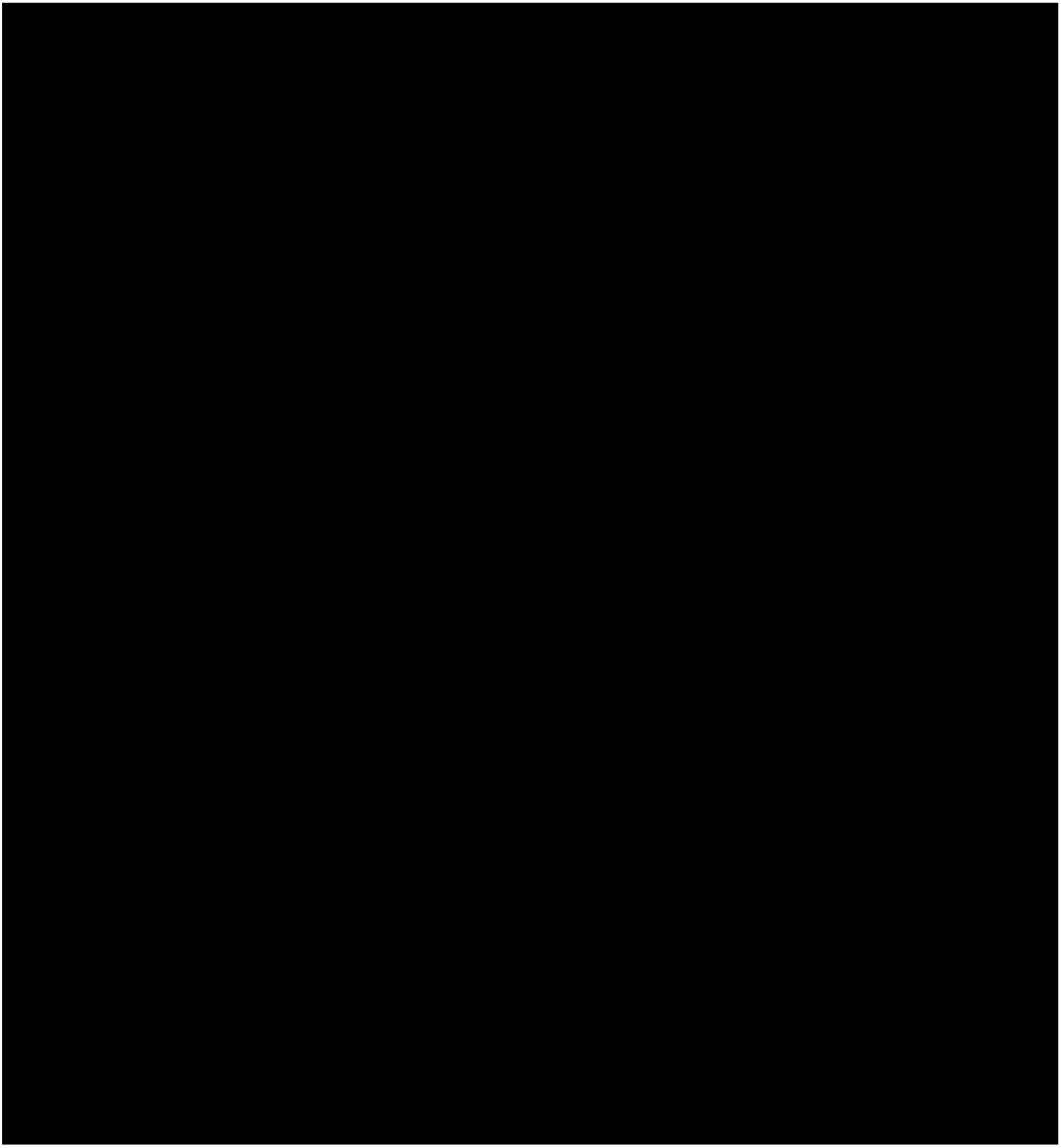
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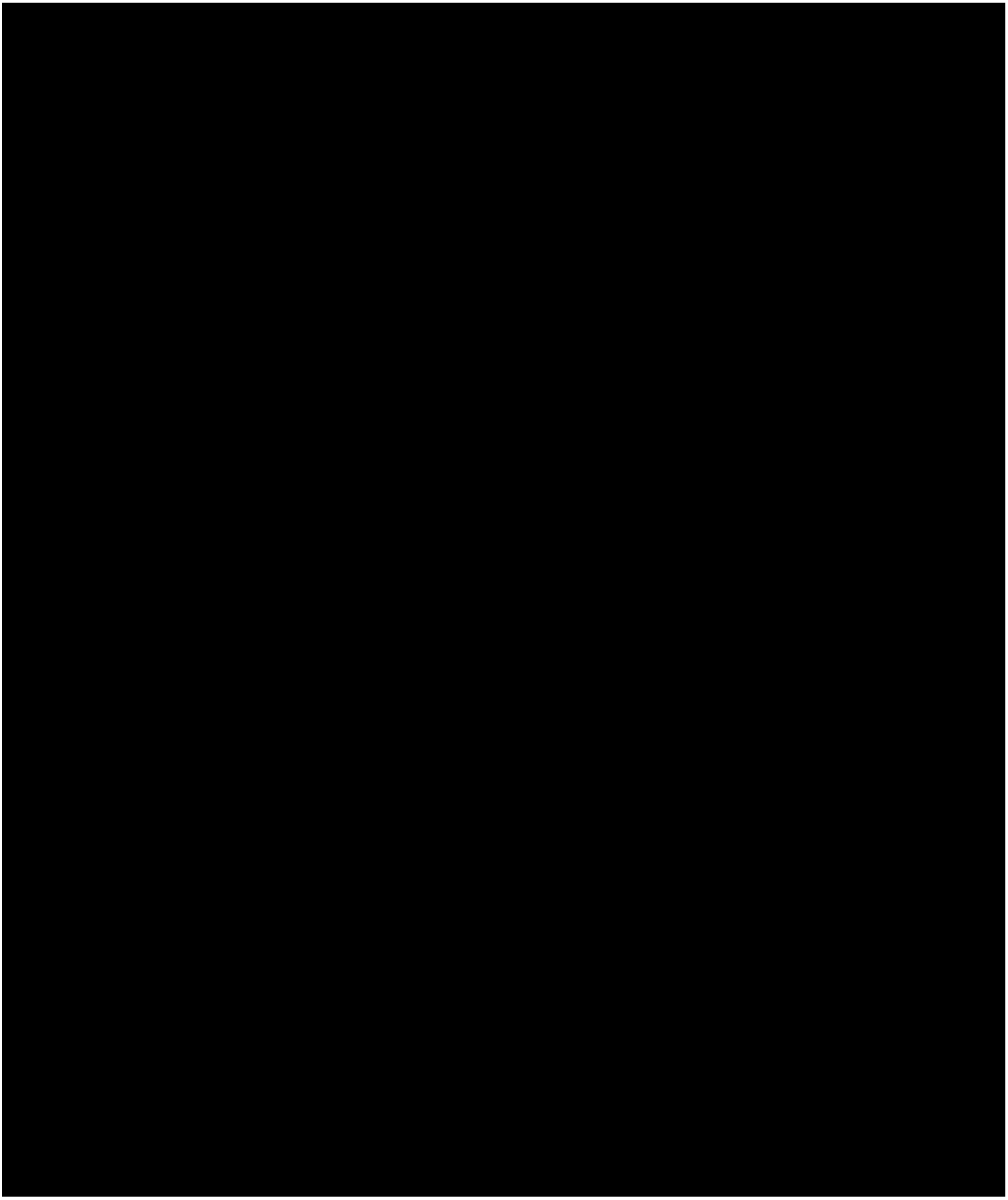
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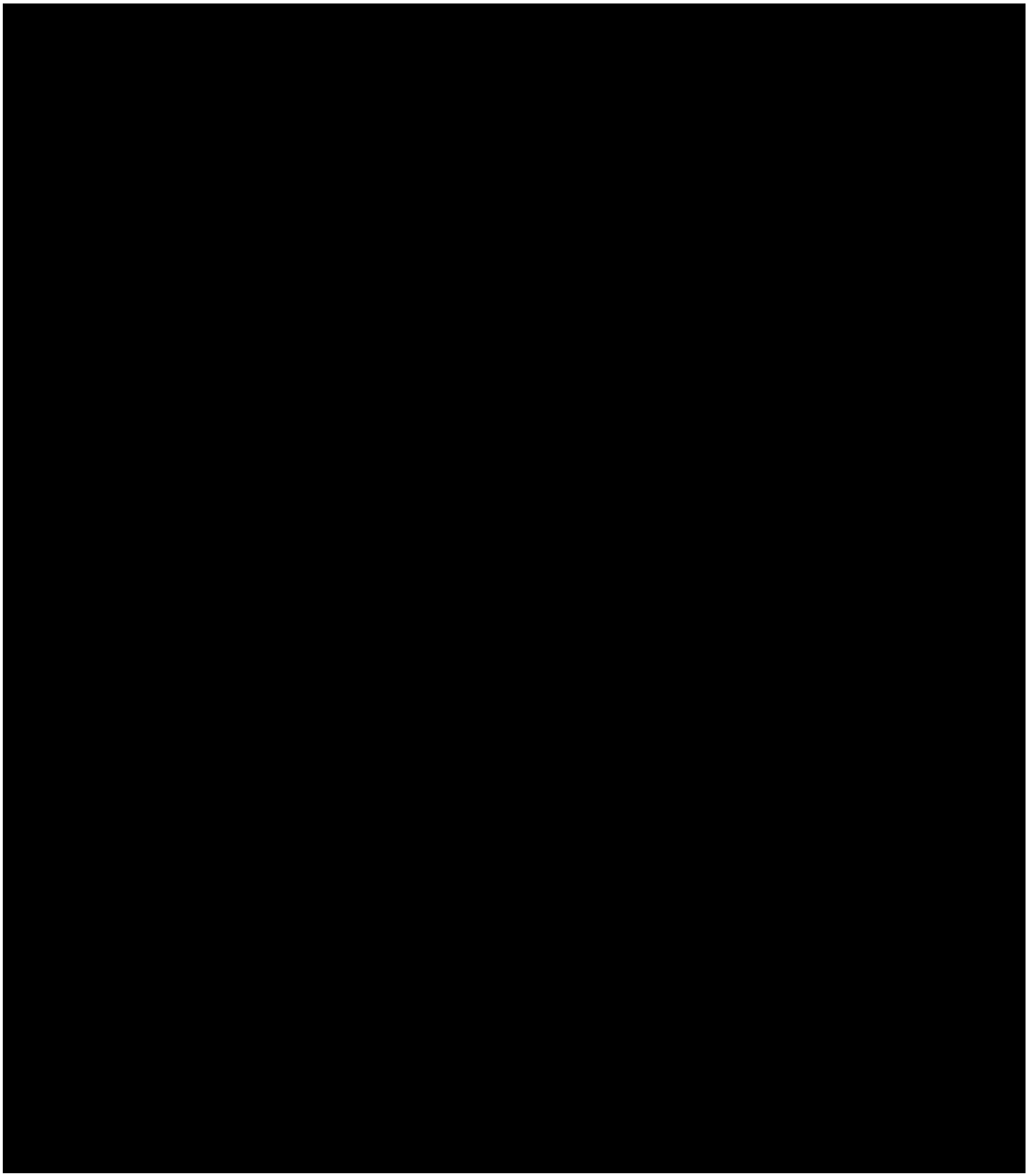
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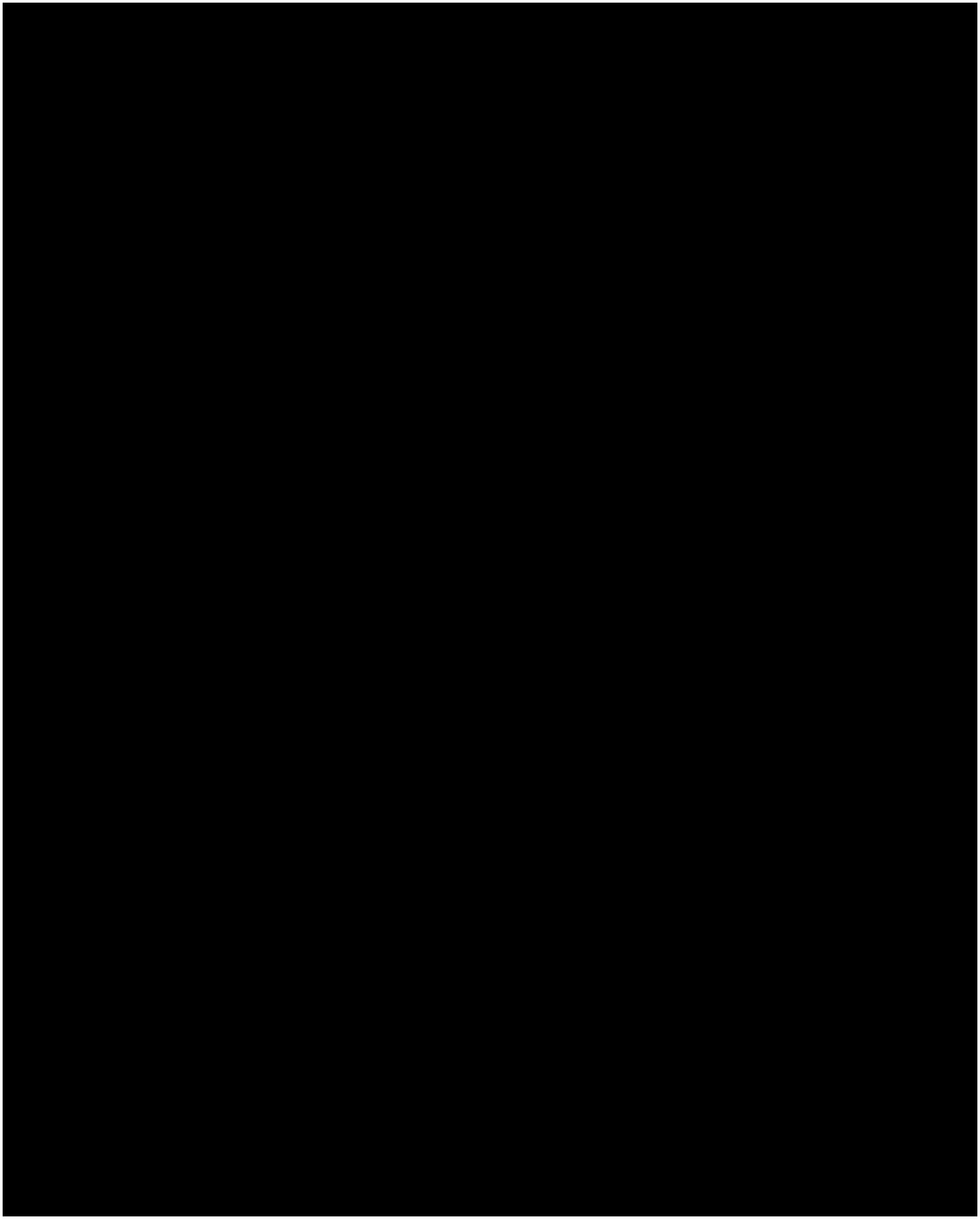
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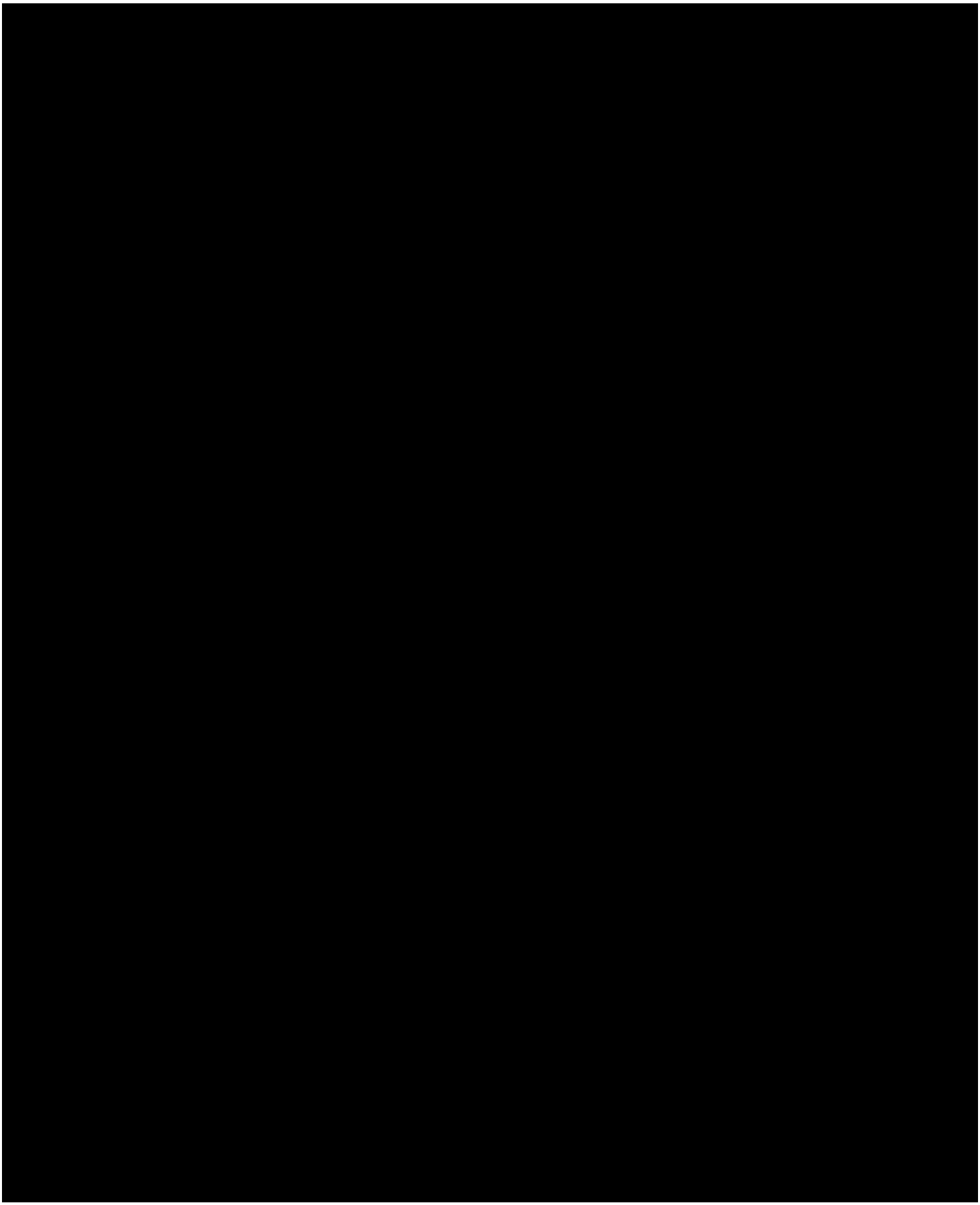
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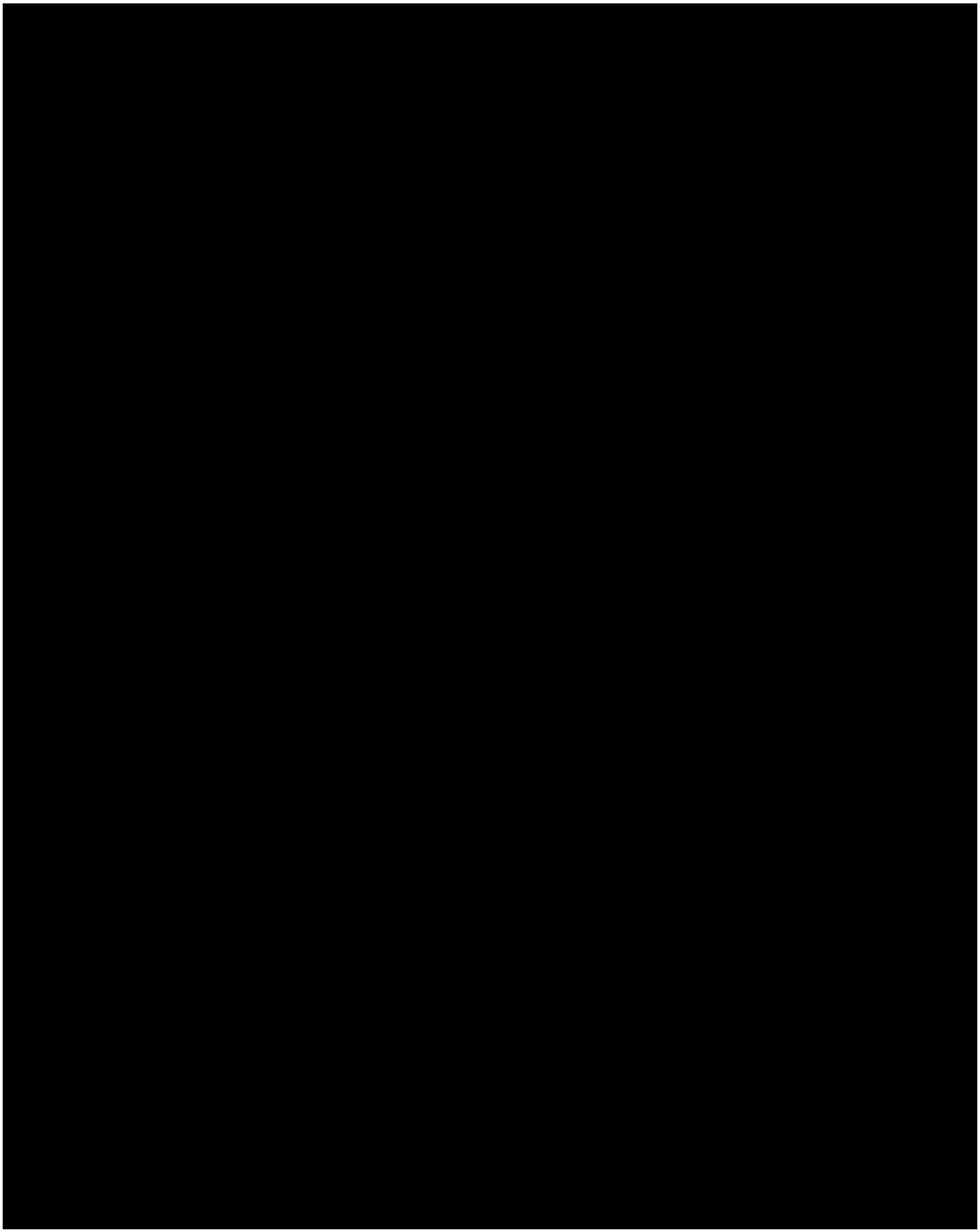
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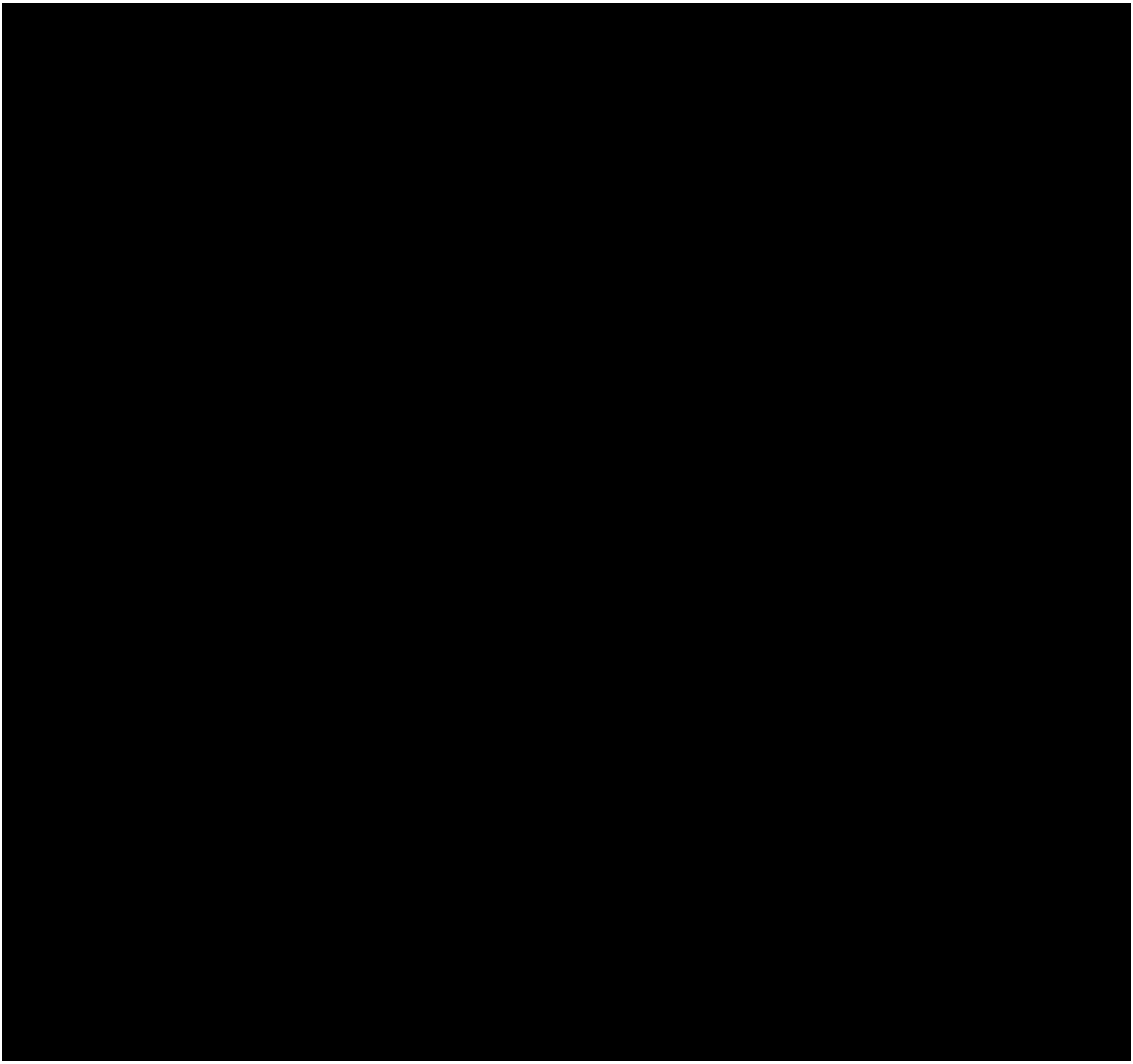
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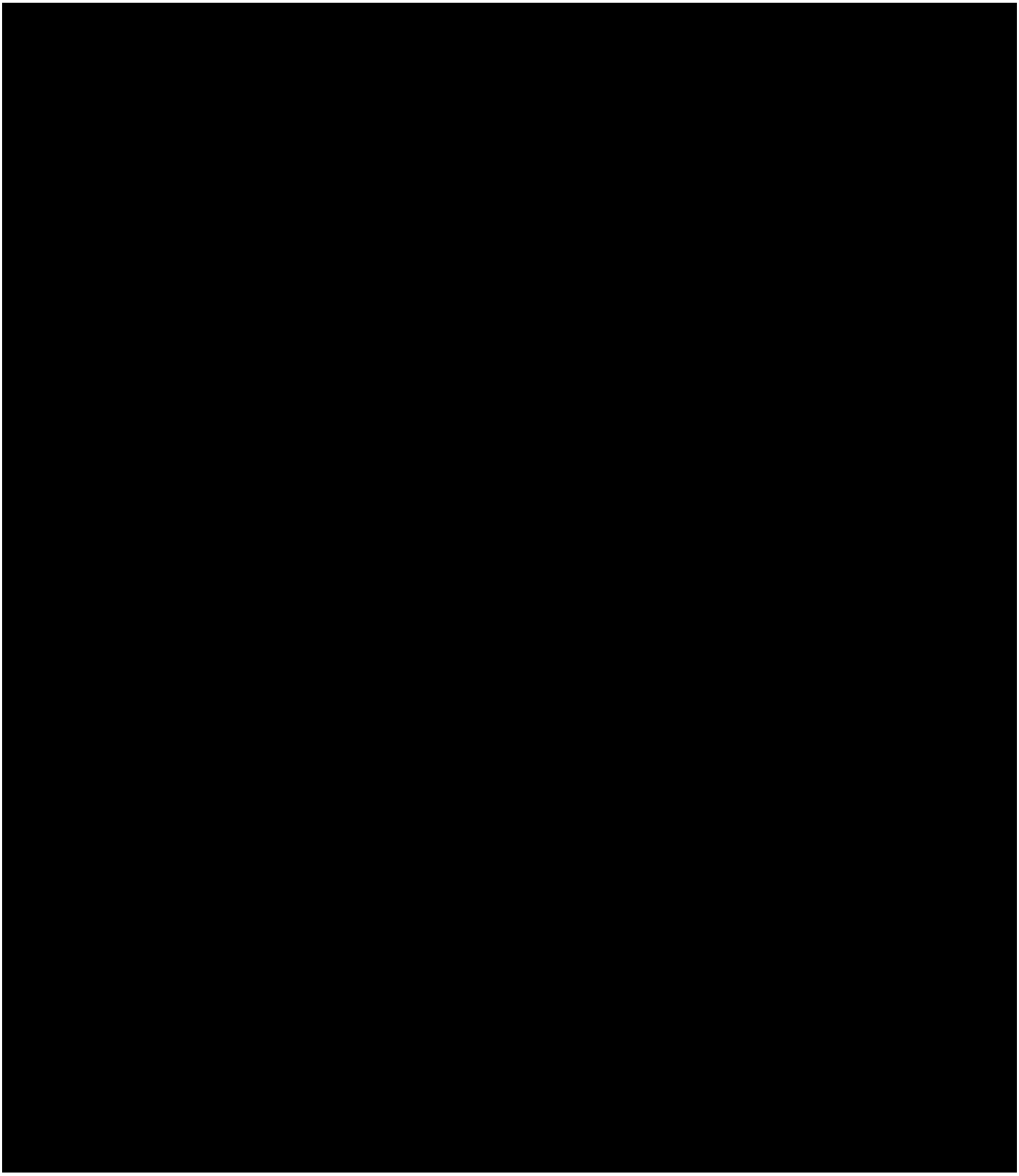
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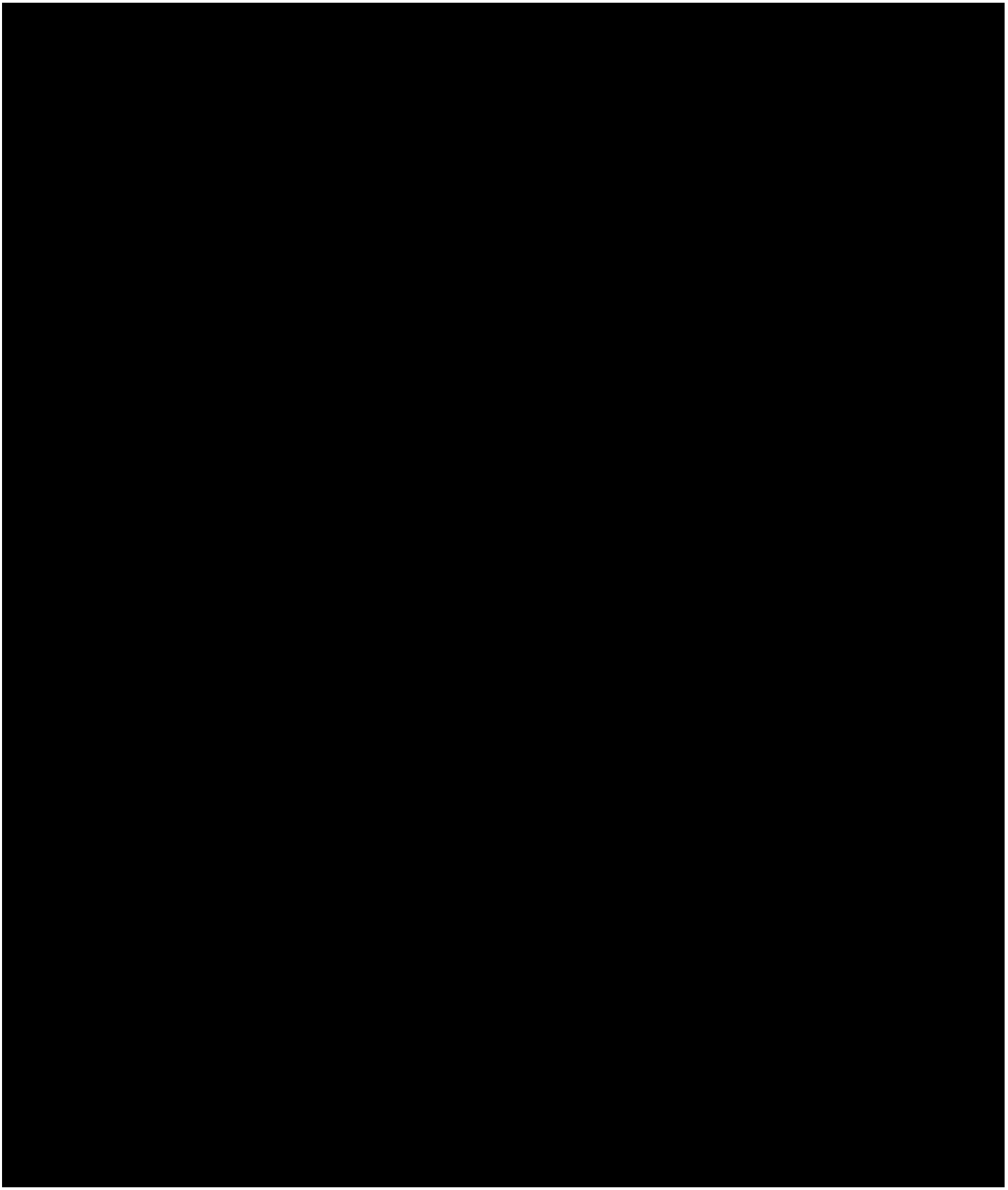
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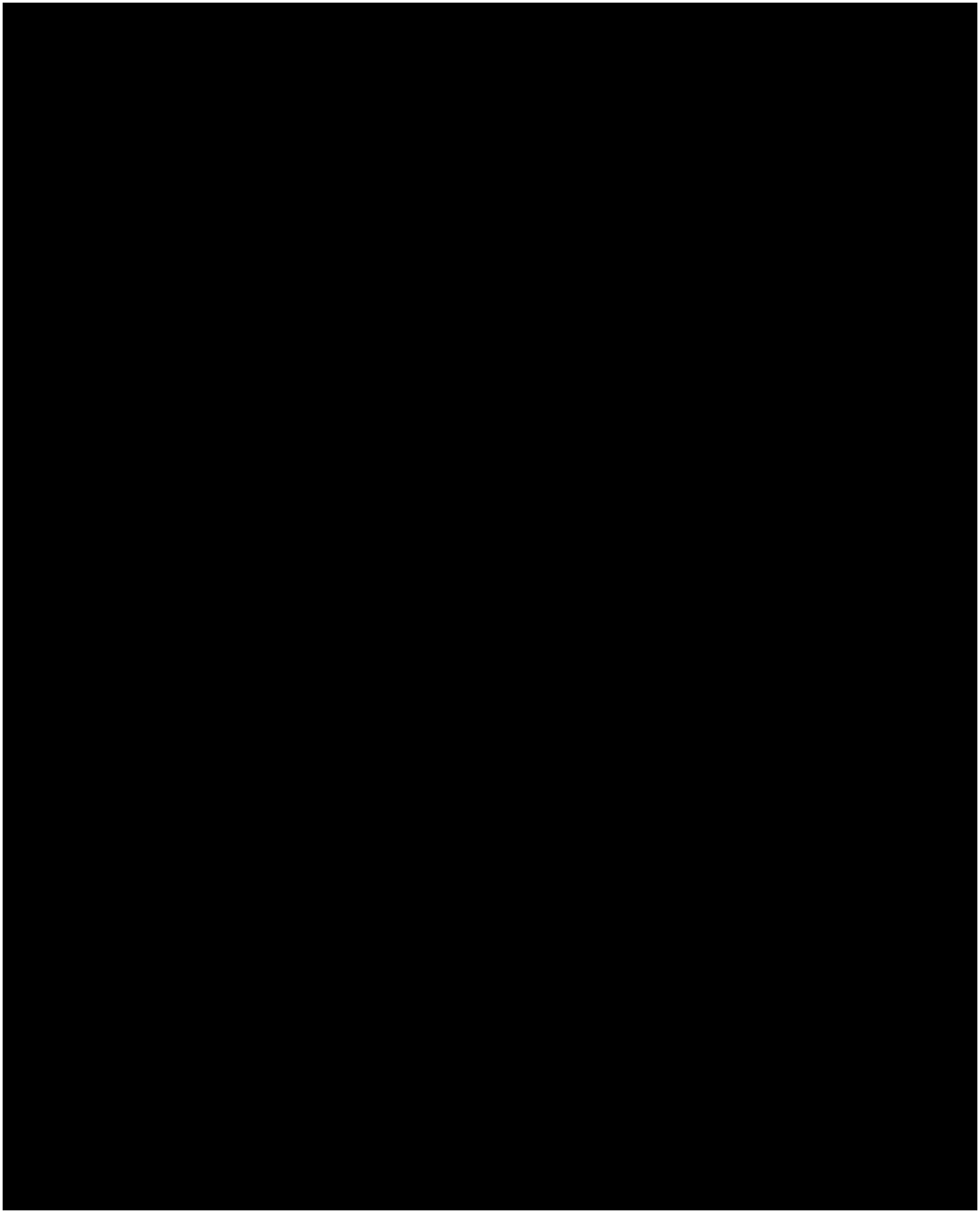
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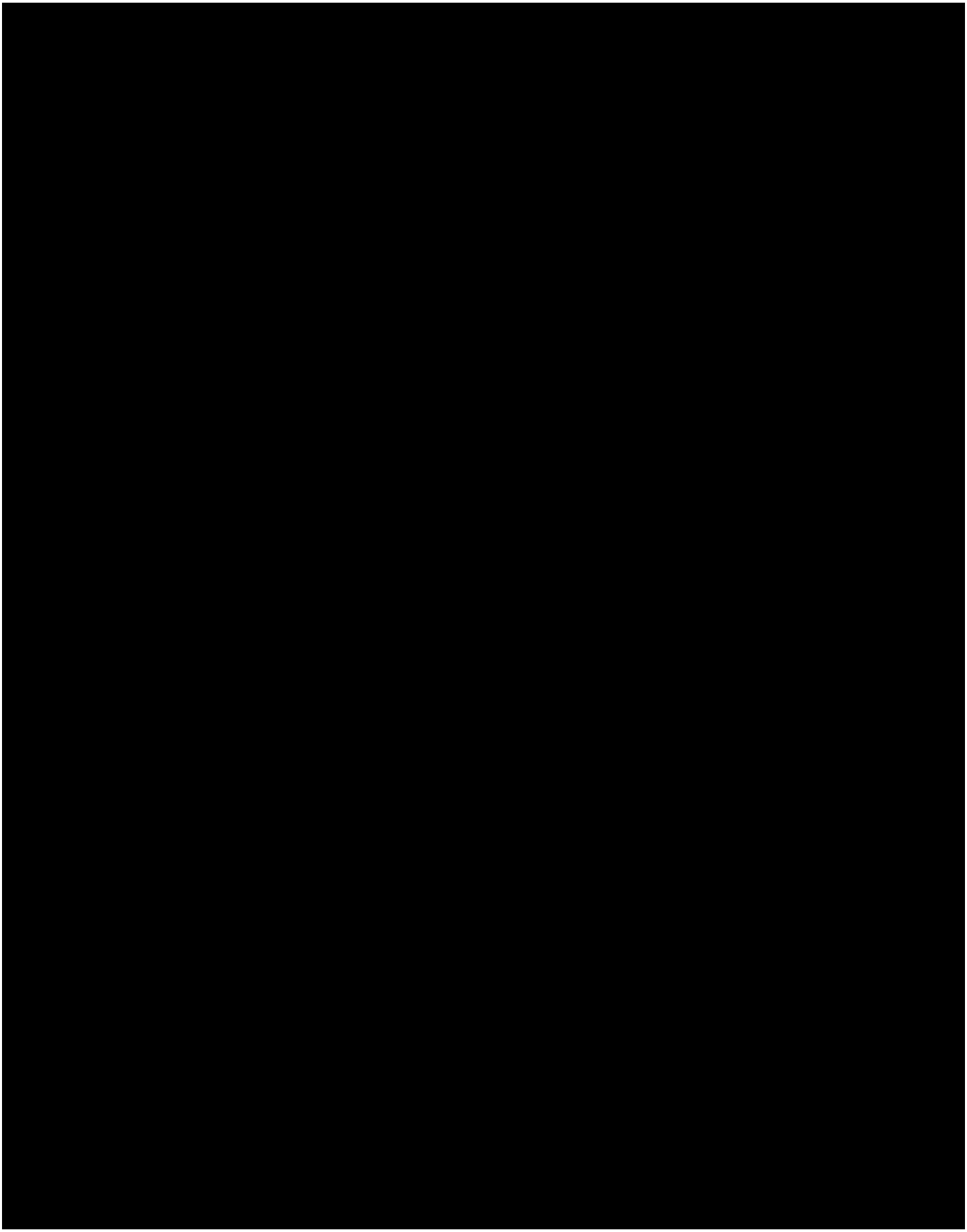
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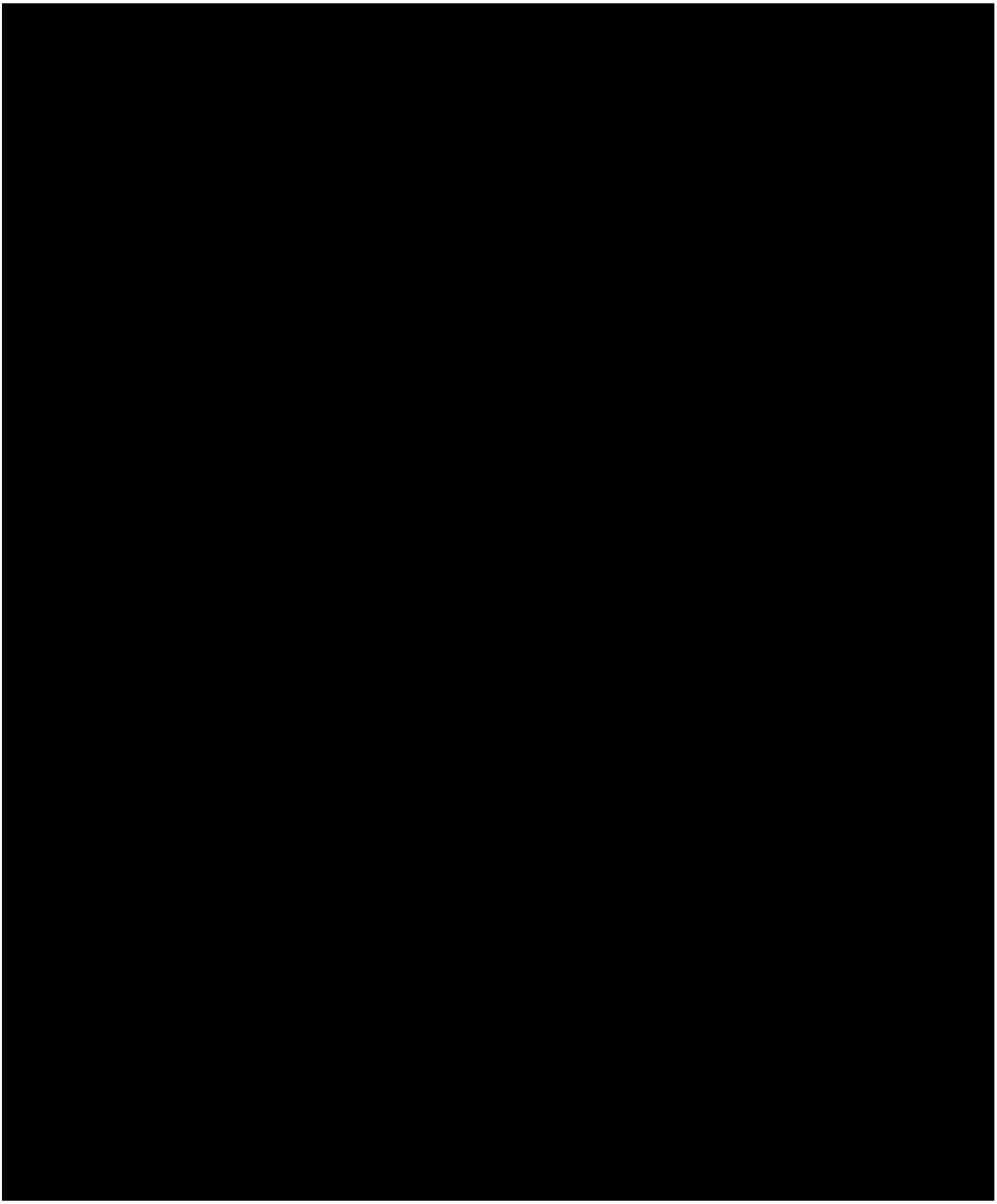
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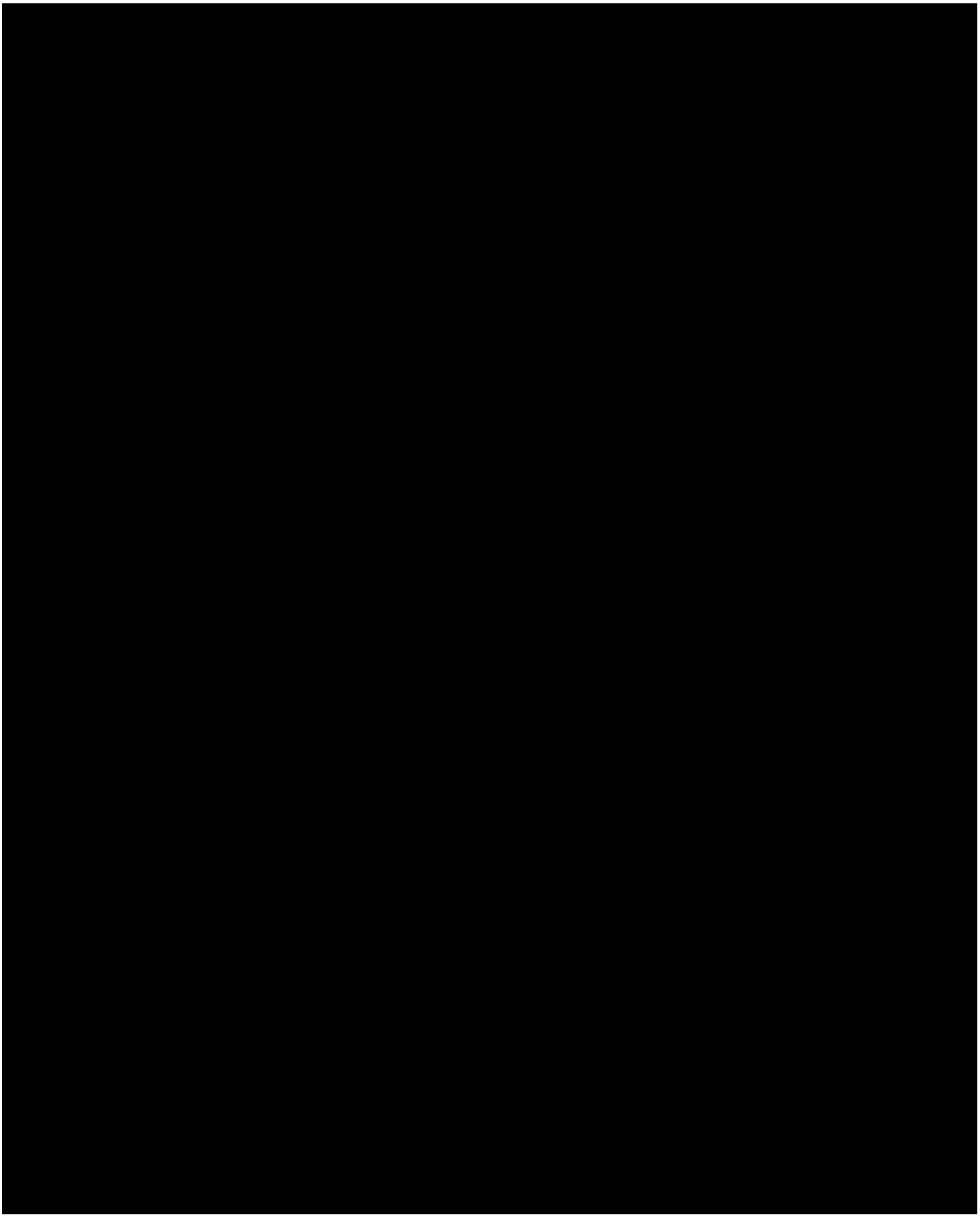
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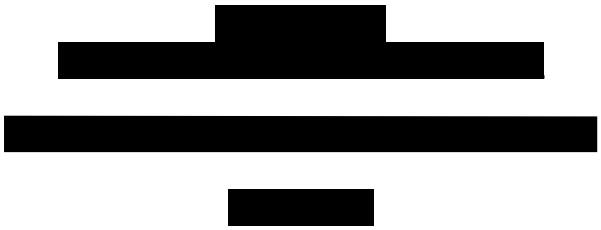


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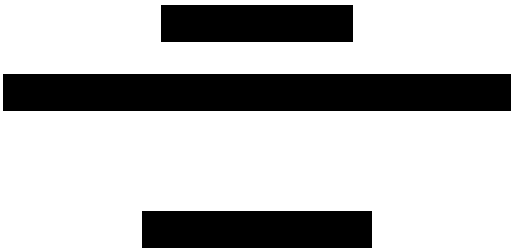
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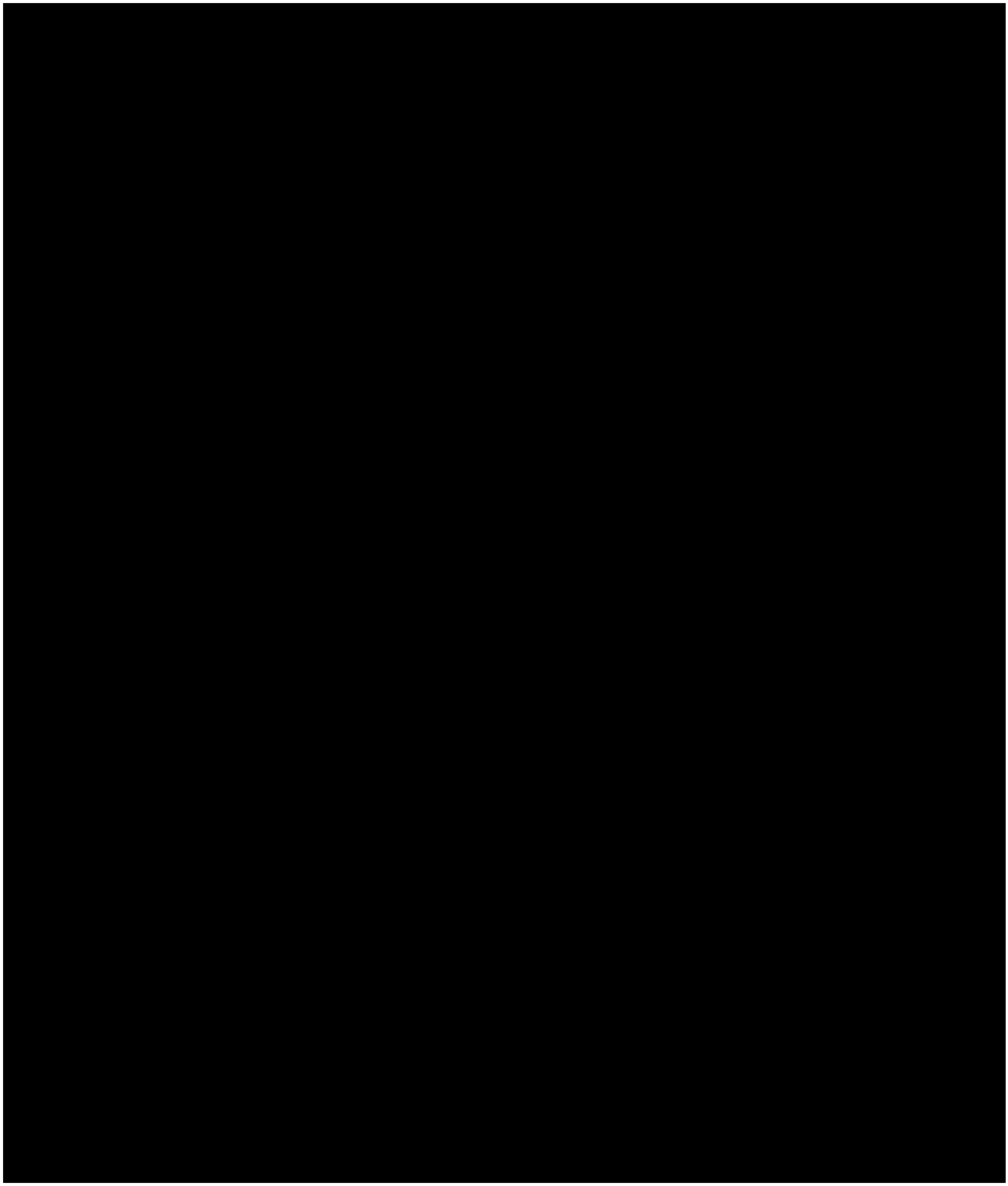


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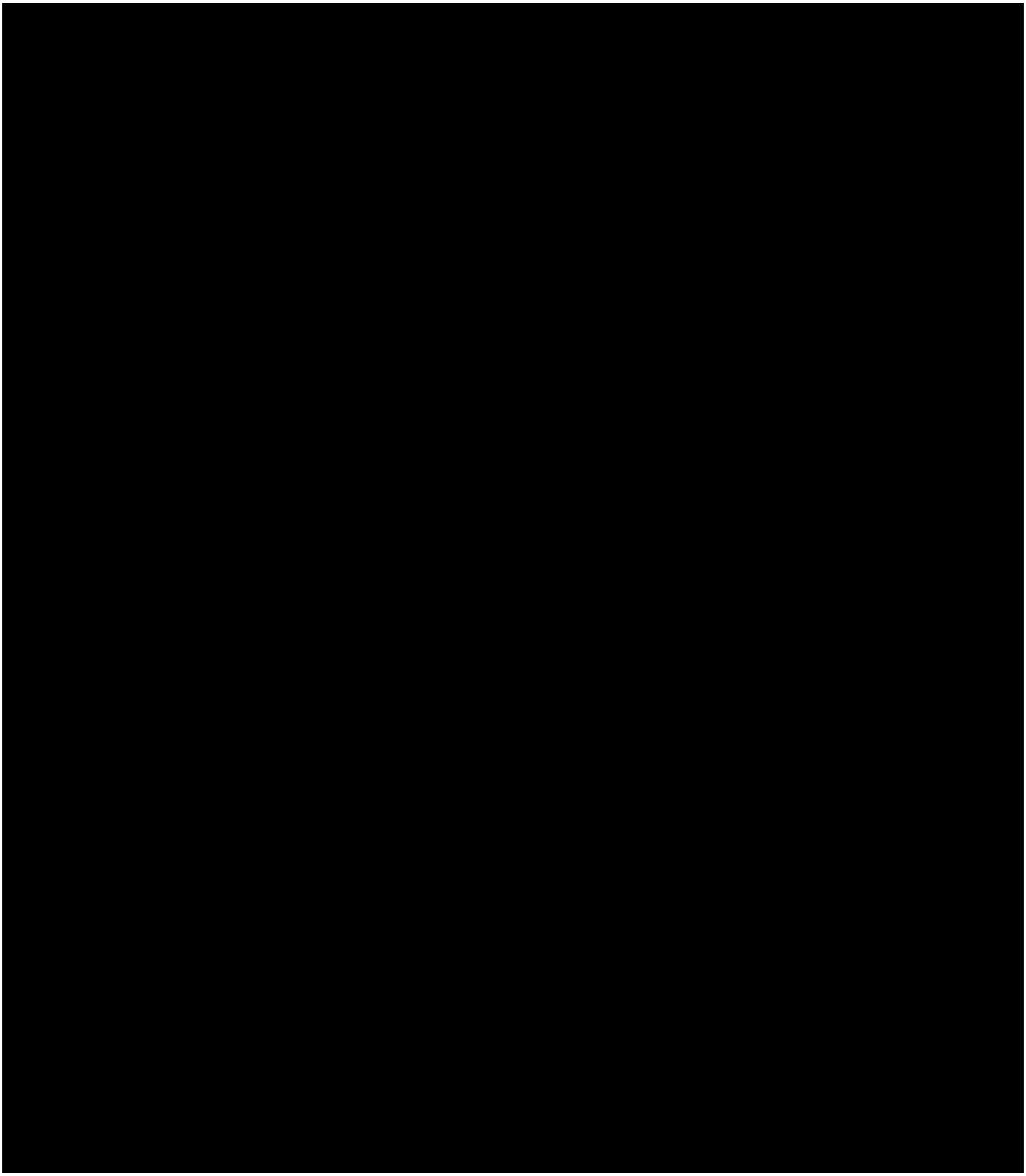


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MASTER SERVICE AGREEMENT ("MSA")

SOLAR ENGINEER, PROCUREMENT AND CONSTRUCTION

BETWEEN

DTE ELECTRIC COMPANY

AND

J. RANCK ELECTRIC, INC.

as Contractor

This Master Service Agreement – Solar Engineer, Procurement, and Construction ("MSA") is entered into as of [redacted] ("Effective Date") by and between DTE Electric Company, whose principal address is One Energy Plaza, Detroit, Michigan 48226 ("DTE" or "Owner") and J. Ranck Electric, Inc., whose principal address is 1993 Gover Parkway, Mt. Pleasant, MI 48858 ("Contractor") and sets forth the terms and conditions for any Work being performed by the Contractor.

RECITALS

A. DTE desires to own and operate solar photovoltaic systems located in the State of Michigan, as such systems may be more specifically described in [redacted].

B. Contractor is a full-service engineering, procurement, and construction company with the financial and technical capabilities to provide services to DTE as described in the [redacted], including, but not limited to, engineering, procurement of material not provided by DTE, project and construction management, construction and installation, commissioning, testing and training as to its operation and maintenance.

C. Contractor has received, reviewed, and understands DTE's requirements for solar photovoltaic systems as contained herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter contained, and other good and valuable consideration receipt of which is hereby acknowledged, DTE and Contractor hereby agree as follows:

ARTICLE 1

From time to time, the Parties may mutually agree upon a [redacted]



ARTICLE 2
DEFINITIONS

For purposes of the Agreement, [redacted], the defined terms herein shall have the meaning set forth as follows:

"Agreement" shall mean collectively this MSA [redacted] under this MSA, as the same may be amended or modified from time to time in accordance with the provisions hereof, including any Change Orders executed in accordance with this Agreement.

"Applicable Laws" shall mean all laws, building codes, rules, regulations, or orders of any federal, state, county, local, or other governmental body, agency, or authority having jurisdiction over the Solar Energy Facility and/or the performance of the Work, including without limitation the Code.

"Applicable Permits" shall mean all permits, waivers, authorizations, or licenses issued or required to be issued by any federal, state, county, local, or other governmental body, agency, or authority having jurisdiction over the Solar Energy Facility and/or performance of the Work. A list of all Applicable Permits will be contained in [redacted], which [redacted] also includes a matrix of the responsibility of the Parties for such permits.

"Business Day" means any day except a Saturday, Sunday, or day on which banks in the State of Michigan are closed.

"Capacity Guarantee" shall have the meaning set forth in [redacted].

[redacted]

"Change" shall mean any material addition to, deletion from, or other modification to the quality, function, or intent of the Work, including without limitation any such addition, deletion, or other modification that constitutes a material change to the Scope of Work or other provision contained herein or in a [redacted].

[redacted]

"Change in Law" means the enactment, adoption, promulgation, modification, or repeal of any applicable Law or Permit after the Effective Date.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commissioning" shall mean the set of tests and procedures performed on the Solar Energy Facility to verify its operational readiness.

"Commissioning Plan" shall mean the plan presented to DTE prior to performing any tests or procedures to verify as-built Project parameters as part of Commissioning.

"Construction Lien Act" shall have the meaning as provided in Section 5.4.

"Contract Documents" shall mean this Agreement, [redacted], the Submittals, and any amendments thereto.

[redacted]

"Contractor" has the meaning set forth in the Preamble.

"Contractor Event of Default" shall have the meaning set forth in Section 16.1.1.

"Contractor Warranty" shall have the meaning set forth in Section 6.1.1.

"Contractor Warranty Period" shall have the meaning set forth in Section 6.1.1.

"Daily Progress Report" shall have the meaning set forth in Section 3.3.3.2.

"Data Acquisition System" or "DAS" shall mean the Solar Energy Facility operational monitoring and revenue metering system.

[redacted]

"DTE" shall have the meaning set forth in the Preamble.

"DTE Event of Default" shall have the meaning set forth in Section 16.2.1.

"DTE Indemnified Party" shall have the meaning set forth in Section 13.1.

"DTE Permits" shall mean those permits that are identified as the responsibility of DTE pursuant to [redacted].

"DTE Project Manager" shall mean DTE's designated single-point representative with whom Contractor shall consult on a reasonable, regular basis and who is authorized to act on DTE's behalf for all purposes in connection with this Agreement and the Work.

"Effective Date" shall have the meaning set forth in the first paragraph of this Agreement.

"Engineer of Record" shall mean any and all structural, electrical, civil, mechanical, environmental or other professional engineer either employed by Contractor or its Subcontractors, whose seal is incorporated within any Construction Document.

"Environmental Documents" shall mean those documents included in [redacted] and any additional documents identified and provided to Contractor prior to the Effective Date by DTE that were prepared pursuant to any Environmental Laws and that are applicable to the Work.

[redacted]

"Excused Site Condition" means (i) the discovery of archeological artifacts, endangered or threatened species, or religious, historical, or archeological resources above or below the surface of the Site the handling, disturbance, or removal of which is constrained by Applicable Law, unless the same were otherwise disclosed in the Environmental Documents; (ii) the discovery of Hazardous Substances in or on the Site, unless the same were otherwise disclosed in the Environmental Documents or the same could have reasonably been inferred from a visual inspection of the site; or (iii) the discovery of man-made objects in the subsurface of the Site that have a material adverse impact on the execution of the Work, unless the same could reasonably have been inferred from a visual inspection of the Site or were otherwise disclosed in the Environmental Documents.

"FERC" shall mean the Federal Energy Regulatory Commission.

"Final Completion" shall be deemed to have occurred when (a) conditions as set forth in [redacted] have been achieved; (b) Substantial Completion has been achieved; and (c) the Final Completion Certificate, certifying that the criteria for Final Completion, has been delivered by DTE to the Contractor, signed by the Contractor and returned to DTE.

"Final Completion Certificate" shall mean the certification as provided in accordance with the form in [redacted] providing the criteria for Final Completion to be achieved by Contractor as contemplated by Section 10.4 and this Agreement.

"Final Completion Date" shall have the meaning set forth in Section 10.4

[redacted]

"Governmental Approval" means all authorizations, consents, approvals, waivers, exceptions, variances, filings, permits, orders, licenses, exemptions and declarations of or with any governmental entity and, with respect to the Contractor, shall include those siting and operating

permits and licenses, and any of the foregoing under any applicable environmental law, that are required for the construction, use, and operation of the SEF.

"Governmental Authority" means any federal, state, local or municipal government, governmental department, commission, board, bureau, agency, or instrumentality, or any judicial, regulatory or administrative body, having jurisdiction as to the matter in question.

[redacted]

"Interconnection Requirements" means the Michigan Electric Utility Generator Interconnection Requirements, Category 5 Projects filed with the MPSC, DTE Electric Company SIMS Manual for Metering Guidelines, as modified from time to time, ITC Operating Guides, ITC Metering Guidelines, MISO Generation Interconnection Procedures, any other documents adopted by the Company, ITC or MISO relating to the interconnection and operation of generators and transmission systems as amended from time to time, and any successors thereto and any and all applicable law or regulation regarding interconnection.

"Landowner" shall mean the individual or entity owner of such property to which the Company intends to install any portion of the SEF.

"Lien" means any lien (statutory or other), pledge, mortgage, charge, security interest, deed of trust, assignment, hypothecation, deposit arrangement, easement, encumbrance or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever in respect of an asset, whether or not filed, recorded or otherwise perfected or effective under Applicable Laws.

[redacted]

"Major Subcontractor" shall mean any subcontractor, supplier, vendor or other service provider of Contractor as well as any subcontractor, supplier, vendor or other service provider of such subcontractor, supplier, vendor or other service provider retained by such subcontractor with a contract or purchase order issued by Contractor in excess of [redacted] for each Project.

"Manufacturer's Warranty" shall mean the specific warranty furnished by Contractor and provided by the manufacturer of a specific product covering the material workmanship and/ or performance of that specific product, a list of which is set forth in [redacted].

"Materials" shall mean any articles, apparatus, goods, materials, products, items, data, documents, supplies, equipment, component parts and assemblies, or any other substances, parts, or any combination thereof used, consumed, furnished or installed by Contractor or any subcontractor as part of the Work.

"Mechanical Completion" shall mean (a) the conditions as set forth in [redacted] have been achieved and (b) the Mechanical Completion Certificate has been signed by Contractor and DTE.

"Mechanical Completion Certificate" shall mean the certification as provided in accordance with the form in [redacted] providing the criteria for Mechanical Completion to be achieved by Contractor as contemplated by Section 10.2 and this Agreement.

[redacted]

"MPSC" shall mean Michigan Public Service Commission.

"NERC" shall mean North American Electric Reliability Corporation

"Network Access Point" shall mean the RJ45 jack into which the Data Acquisition System may be plugged and which provides direct access to the internet, either via DTE's network, or via a third-party service such as DSL, cable or cellular data modem.

"Operations and Maintenance Manual" shall mean the manual provided by the Contractor that describes in detail the processes and procedures required to safely operate and maintain the SEF and shall include documentation provided by the original equipment manufacturers of all equipment covered by a Manufacturer's Warranty which describe how to operate and maintain such equipment to maintain, as applicable, warranty coverage and effective operation.

[redacted]

"Owner Contractors" means those persons or entities, other than Contractor, with whom Owner contracts to perform any work or services or provide any materials, supplies, parts, and equipment in connection with the Project (including Owner's equipment suppliers), or their subcontractors or suppliers of any tier.

"Owner Supplied Equipment" shall mean the equipment set forth on [redacted].

"Party" or "Parties" shall mean Contractor, DTE, each or both of them, as the context may require pursuant to the terms and conditions of this Agreement.

[redacted]

"Project" shall mean the SEF and the substation (if applicable) to be constructed consistent with this Agreement.

"Project Schedule" shall mean the overall engineering, permitting, and construction schedule for the Work, as further detailed in Section 3.3.1, [redacted].

"Prudent Industry Practice" shall mean those practices, methods, standards and procedures as are commonly used by professional construction and engineering firms performing turnkey engineering, procurement and construction services on facilities of a type and size similar to the Solar Energy Facility, which in the exercise of reasonable judgment and in the light of the facts known at the time the decision was made, are considered good, safe and prudent practice in connection with the design, manufacture and construction and use of electrical and other equipment, facilities, equipment and improvements, with commensurate standards of safety, performance, dependability, efficiency and economy.

"PTC" means PV USA Test Conditions; 1000W/square meter solar irradiance; 1.5 air mass @20°C; wind speed 1 meter/second

"Punchlist" shall have the meaning as provided in Section 10.1.

[redacted]

"Redline" shall mean the set of prints on the construction site that reflect "as built" conditions using the Green-in, Red-out standard.

[redacted]

"SCADA" shall mean Supervisory Control and Data Acquisition systems used to monitor and control a plant or equipment

"Scope of Work" shall mean the written document, along with [redacted] and [redacted], describing the Work to be performed hereunder by Contractor [redacted], attached hereto as [redacted].

"Site" shall mean that area or areas where the materials and equipment for the SEF (as depicted in the Site Plan, [redacted]) shall be installed and/or used to perform the Work.

"Solar Power Easement Agreements" shall mean the easement agreements which are entered into between Landowner and DTE for the SEF.

"Solar Energy Facility" or "SEF" or "Facility" shall mean the entirety of the solar generating system, its electrical and mechanical components, Support Structure, mounting or tracking components, inverter(s), modules, meter(s), monitoring components, conduit, substation and other elements installed in the nature of the Work.

"Solid Waste" means that term as defined under Part 115 of Michigan Act 451 of 1994, MCL 324.11506.

"Specifications" shall mean such references, materials, methods, design and engineering requirements, safety requirements and other such standards of workmanship and materials as described in [redacted]

"STC" means Factory Standard Test Conditions – 1000W/square meter solar irradiance; 1.5 air mass @25°C; wind speed 1 meter/second.

"Subcontractor" shall mean any subcontractor, supplier, vendor or other service provider of Contractor as well as any subcontractor, supplier, vendor or other service provider of such subcontractor, supplier, vendor or other service provider retained by such subcontractor.

"Submittals" shall mean all documents required to be provided to DTE by Contractor as described in [redacted].

"Substantial Completion" or "Substantially Complete" shall mean (a) the conditions as set forth in [redacted] have been achieved; (b) Mechanical Completion has been achieved; (c) DTE has approved the Punchlist; and (d) the Substantial Completion Certificate, has been signed and delivered by the Contractor and DTE.

"Substantial Completion Certificate" shall mean the certification as provided in accordance with the form in [redacted] providing the criteria for Substantial Completion to be achieved by Contractor as contemplated by Section 10.3 and this Agreement.

"Substantial Completion Date" shall mean the date indicated as the Substantial Completion Date in the Substantial Completion Certificate.

"Support Structure" shall mean the rooftop, ground-based or floating mounting system, elevated structure or tracking system that will hold the solar modules of the Solar Energy Facility on the Site, and all supports thereto.

[redacted]

"Work" shall mean the design, engineering, permit attainment, procurement, construction and installation of the Solar Energy Facility and all other services to be provided by Contractor hereunder, in accordance with the terms hereof, including the Scope of Work and Specifications and Submittals.

ARTICLE 3
RESPONSIBILITIES OF CONTRACTOR

3.1 Performance of the Work

Contractor shall fully perform the Work in accordance with the provisions of this Agreement. Such Work shall be performed in an expeditious manner consistent and in accordance with Prudent Industry Practice, provided, however, that in the event of any conflict between the requirements of this Agreement, [redacted] and Prudent Industry Practice, the requirements of this Agreement shall govern Contractor's Work. Contractor shall perform all Work in accordance with applicable equipment manufacturers' requirements, including all requirements necessary to preserve and maintain in effect all warranties and, if applicable, any performance guarantees with respect to such equipment. Contractor shall perform the Work in accordance with all site access and personnel requirements set forth on [redacted], with all workmanship and safety requirements, with the scope of work set forth on [redacted], in accordance with all specifications as defined in [redacted], and with all Applicable Permits and all Applicable Laws.

3.2 Site Access, Maintenance and Damages

3.2.1 Maintenance of the Site. Contractor shall keep the Site reasonably free from accumulations of waste materials, rubbish, and other debris resulting from performance of the Work; and reasonably promptly after the Substantial Completion Date, remove from those

portions of the Site involved in the commercial operation of the SEF, in conformity with Applicable Laws, all such waste materials, rubbish, and other debris, as well as all tools, construction equipment, machinery and surplus material that would interfere in any material way with the commercial operation of the SEF (specifically excluding materials, tools, and construction equipment necessary to complete any Punchlist items); and before final departure from the Site, in conformity with Applicable Laws, all remaining waste and rubbish generated during performance of the Punchlist work, and all remaining materials, tools, and construction equipment of Contractor or its Subcontractors, and leave the Site in clean and usable condition.

3.2.2 Site Access. As soon as practicable, DTE shall provide written notification to Contractor to allow access to the Site sufficient to enable Contractor's performance of the Work. DTE shall have the right to freely access the Site subject to reasonable conditions necessary to avoid interference with performance of the Work as the Parties may agree upon in writing; so long as, when accessing the Site, DTE and its agents comply with Prudent Industry Practice and Contractor's safety plan to the extent applicable to such access.

3.2.3 Damage to Real Property

Contractor will conduct all of Contractor's activities within the boundaries of the Site or other Owner designated work area and any other limitations and requirements set forth herein and will be responsible for any trespass or damage to property resulting from its activities. Contractor acknowledges and agrees to observe reasonable construction practices in performing the Work, including reasonable care and respect for the real property at the Site. Without limiting Contractor's obligations as set forth elsewhere herein, Contractor agrees that it will be responsible for any and all damages to real property caused by Contractor or its Subcontractors in the performance of the Work. Contractor shall immediately report to Owner in writing all damage to any real or personal property wherever located.

3.2.4 [redacted]

[redacted]

3.3 **Hazardous Substances.**

3.3.1 As required by Applicable Laws, Contractor shall provide safety data sheets, warning labels, or other documentation covering all Hazardous Substances furnished under or otherwise associated with the Work. Contractor shall provide to DTE either copies of the applicable safety data sheets or copies of a document certifying that no safety data

sheets are required under any Applicable Laws prior to the commencement of such Work or at such time as any such substances enter the Site.

[redacted]

3.4 Project Pricing and Schedule

3.4.1 [redacted]

3.4.2 Progress Reports and Meetings.

3.4.2.1 During the design, engineering and permitting phases of the Work, Contractor will schedule regular meetings with DTE to review any design or engineering changes, and such meetings shall coincide with milestones agreed to by the Parties. During such meetings, Contractor and DTE shall review any materials selection and logistics, and other plans that relate to the design, engineering and permitting of the Solar Energy Facility.

3.4.2.2 During the construction phase of the Work, Contractor will schedule regular meetings with DTE at least [redacted] to review the Project Schedule and any other items related to the construction of the Solar Energy Facility.

3.5 Project Implementation

3.5.1 Engineering. Contractor shall execute all necessary designs and drawings in accordance with this Agreement, including but not limited to the Specifications. Contractor shall deliver drawings and specifications to DTE as such documents are prepared for DTE's approval as provided in [redacted]. DTE shall review and respond to each submission by Contractor within [redacted]. Contractor shall make all designs, drawings, and related documents available to DTE.

The Parties expressly agree that DTE's approval of any plans, designs, drawings, specifications or any other items hereunder in no way relieves Contractor of its obligations under this Agreement.

3.5.2 Permit Submittal. Following DTE's approvals as required under Section 3.4.1 and in accordance with the [redacted], Contractor shall proceed with the preparation and submittal of the applications for all Applicable Permits, except DTE Permits, to the appropriate Governmental Authorities and agencies. Contractor shall deliver drafts of such Applicable Permits, except DTE Permits, to DTE for its review and approval. DTE shall review and respond to each submission by Contractor in an effort to finalize the applications as quickly as reasonably possible. In no event shall such response take more than [redacted]. Such procedure shall be repeated as necessary until DTE approves the submitted Applicable Permit draft. The Parties expressly agree that DTE's approval of any applications for Applicable Permits in no way relieves Contractor of its obligations under this Agreement.

3.5.3 Procurement and Construction.

3.5.3.1 Contractor shall commence procurement of the materials and the construction of the SEF in accordance with the Contract Documents. The construction will be performed by Contractor and/or one or more licensed Subcontractors qualified to perform the Work. The construction will be performed in accordance with all Applicable Laws and Applicable Permits, and all manufacturer requirements for the maintenance of all applicable warranties. [redacted] as well as an evaluation and appropriate documentation of the safety record of any licensed Subcontractor that will be performing work on the Solar Energy Facility.

3.5.3.2 Contractor will be responsible for providing or causing to be provided by Contractor's Subcontractor(s), all labor, Materials, equipment (except Owner Supplied Equipment), tools, transportation, security, and other facilities and services necessary for the proper execution, construction, and completion of the Work as defined in the Scope of Work and any [redacted]. Contractor will also be responsible for all means, methods, techniques, sequences, and procedures employed for the construction required by the Contract Documents. Contractor shall provide for the handling of equipment and Materials (including without limitation Owner Supplied Equipment) and construction equipment, including, as necessary, visual inspection and, receiving and unloading.

3.5.3.3 DTE shall at its sole cost and expense, deliver the Owner Supplied Equipment to the Site. Contractor shall notify Owner and Owner's Project Manager of the receipt of each Owner Supplied [redacted]

[redacted], stating what Owner Supplied Equipment has been received and whether or not such delivered Owner Supplied Equipment received by Contractor: (i) was, to the extent ascertainable by diligent visual inspection, in a good and new condition, without visible defects or damage to the exterior packaging; *provided* that if any packaging appears damaged the contents will be immediately examined for damage and reported, (ii) visibly matches the specifications for such Owner Supplied Equipment set forth in the Owner Supplied Equipment Specifications, (iii) was in the proper amounts. All damages must be documented by photographs and the delivery driver signature.

3.5.3.4 Contractor shall ensure that all equipment and Materials supplied shall be new (unless otherwise agreed by Contractor and DTE) and shall meet the requirements of the Specifications and Scope of Work and all Applicable Permits. References in the Specifications or Scope of Work to equipment and Materials or patented processes by trade name, make or catalog number shall be regarded as establishing a standard of quality expected by DTE. Contractor may use equipment, Materials, or process that is equal to that named in the Scope of Work or Specifications, subject to the prior written approval of DTE.

3.5.3.5 No longer than [redacted], Contractor shall develop a Quality Control Plan that shall be reviewed by DTE and submitted by Contractor as [redacted]. DTE shall review and respond to each submission by Contractor in an effort to finalize the Quality Control Plan as quickly as reasonably possible. Such procedure shall be repeated as necessary until DTE approves the submitted Quality Control Plan.

3.5.3.6 No longer than [redacted], Contractor shall develop a Risk Management Plan that shall be reviewed by DTE and submitted by Contractor as [redacted]. DTE shall review and respond to each submission by Contractor in an effort to finalize the Risk Management Plan as quickly as reasonably possible. Such procedure shall be repeated as necessary until DTE approves the submitted Risk Management Plan.

3.5.3.7 Contractor will be responsible for initiating and maintaining safety precautions and programs in connection with its construction of the SEF. Contractor will take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (i) employees of Contractor and Subcontractors performing Work under this Agreement; (ii) Contractor's property and other materials to be incorporated for the SEF, under the care, custody, and control of Contractor or its Subcontractors; and (iii) the Site or other property at or adjacent to the Site not designated for removal, relocation, or replacement during the course of construction. For any personnel working on Site, whether Contractor employee or contractor or Subcontractor employee or contractor, Contractor shall conduct background investigations as provided in [redacted].

3.5.3.8 Contractor will maintain in good order at the Site copies of this Agreement, the Scope of Work, all [redacted], one record copy of all drawings, specifications,

product data, samples, manufacturer's installation, operation & maintenance manuals, and other pertinent construction-related documents. Redlines shall be added to all applicable construction drawings as required at milestone completions.

3.5.3.9 If materials are to be stored on-site, or in the designated material lay down area, then prior to the arrival of equipment and materials, the Contractor shall provide and be responsible for the security and storage of such equipment and materials, including the installation of a security fence that aligns with the authority having jurisdiction's fencing requirements and placement of locked containers for the storage of tools, modules, etc. The size and location of the secured area shall be subject to the approval of DTE, which approval shall not be unreasonably withheld, conditioned, or delayed.

3.5.3.10 During the construction phase of the Work, Contractor shall conduct all Commissioning tests that are scheduled to occur prior to Substantial Completion in accordance with the SEF commissioning requirements as described in [redacted]. Contractor shall provide notice to DTE of any scheduled test(s) of installed equipment, and DTE and/or its designees shall have the right to be present at any or all such tests conducted by Contractor, any Subcontractor, and/or manufacturers of the equipment. Contractor shall be responsible for correcting and/or adjusting all deficiencies in workmanship in the Solar Energy Facility and equipment operations that may be observed during equipment commissioning procedures. If deficiencies are found in any Owner Supplied Material, the parties shall work collaboratively to develop the plan and compensation for remediation.

3.6 Independent Review by DTE

Neither independent review of the construction by DTE nor any approval provided by DTE under this Agreement shall relieve Contractor of any of its obligations or responsibilities hereunder.

3.7 Assistance to DTE in Dealings with Governmental Authorities

Each Party shall provide or cause to be provided to the other Party information reasonably requested by such Party to enable it to fulfill its obligations under this Agreement. This obligation shall include providing such assistance as is reasonably requested by such Party in dealing with any Governmental Authority in matters relating to the Work and the SEF.

3.8 [redacted]

[redacted]

[redacted]

ARTICLE 4
DTE OBLIGATIONS

4.1 Data Acquisition System Interconnectivity Requirements

DTE shall be responsible for obtaining for the benefit of the Solar Energy Facility, at DTE's sole cost and expense, the internet communication service necessary for the operation of the Data Acquisition System, up to a defined Network Access Point to which the Data Acquisition System will be connected. Contractor shall design the SEF to integrate with the DTE provided integration cabinet and the Project substation. This integration shall comply with DTE Cyber Security and Networking standards included in [redacted], as governed by DTE's "OP3 Information Security" policy. The Contractor shall provide a SCADA (Supervisory Control and Data Acquisition System) that supports industry standard data interface protocols (OPC, Modbus, DNP etc.)

4.2 Contractor Assistance

DTE shall also execute the following:

4.2.1 Attend the regularly scheduled progress meetings and participate as needed regarding scheduling of the Work.

4.2.2 Participate in the job inspection walk-throughs with Contractor and the Subcontractor(s), if any, while determining whether Substantial Completion has been achieved.

4.2.3 Upon its approval of the physical aspects of the Work, and its verification of the receipt of all required Submittals, and its verification of the performance of the SEF in accordance with the Scope of Work and the Specifications, issue and execute the Substantial Completion Certificate.

4.2.4 Provide knowledgeable staff to participate in the training programs, which will be scheduled in advance for coordination.

4.2.5 At DTE's sole discretion, perform a final walk-through of the SEF and check status of the physical aspects of the Work to reasonably determine whether Final Completion has been achieved.

4.2.6 Upon receipt of the Submittals, verification of Punchlist completion, and upon its sole approval of the completion of the entire Scope of Work as listed in [redacted] and according to the Specifications as listed in [redacted] a, issue a Final Completion Form.

4.3 DTE Representative; Response Periods

DTE shall designate the DTE Project Manager with whom Contractor shall consult on a reasonable, regular basis and who is authorized to act on DTE's behalf for all purposes in connection with this Agreement and the Work. DTE may from time-to- time change the DTE Project Manager by providing written notice thereof to Contractor. Except as otherwise provided herein, the DTE Project Manager shall render decisions in a timely manner [redacted] with regard to any documents submitted by Contractor and to other requests made by Contractor in order to avoid unreasonable delay in the orderly and sequential progress of the Work.

ARTICLE 5

[redacted]

5.1 [redacted]

5.2 [redacted]

5.3 [redacted]

5.4 [redacted]

[redacted]

5.5 [redacted]

[redacted]

5.6 [redacted]

[redacted]

5.7 **Payment or Use Not Acceptance**. No payment by DTE pursuant to an invoice from Contractor or any use of the Work by DTE shall constitute an acceptance of any of the Work or of any of the parts, materials, equipment or other supplies furnished by Contractor or its Subcontractors or suppliers and shall not relieve Contractor of any of its obligations or liabilities under this Agreement.

5.8 [redacted]

[redacted]

[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

[redacted]

[redacted]

5.8 Federal Contracting Certifications

Contractor shall comply with the requirements set forth in [redacted], Federal Contract Requirements.

ARTICLE 6
WARRANTY

6.1 [redacted]

[redacted]

[redacted]

6.4 [redacted]

[redacted]

ARTICLE 7
PERMITS AND APPROVALS, COORDINATION

7.1 Permits and Approvals

Contractor will obtain all Applicable Permits except DTE Permits, required for the construction, installation, start-up, and operation of the Solar Energy Facility and the performance of the Work hereunder, including but not limited to, land use approvals, recorded restrictive covenant, fire marshal, architectural or design review, or other covenant, conditions and restrictions (CC&Rs) approvals, nighttime operations, encroachment (hauling, street cleaning, etc.), soil erosion and sedimentation control, storm water pollution prevention plan and water quality management plan permits, those listed on [redacted] or any other specialty permits, in each case, when and as required for the performance of the Work in accordance with the Project Schedule.

7.2 Coordination During Installation

DTE and Contractor shall cooperate with each other in an effort to coordinate the activities of Contractor and Subcontractors with those of DTE, its employees, agents and contractors.

7.3 Coordination for Special Inspections

Contractor shall coordinate the inspections of the Site by any Governmental Authorities as well as any other inspections, including but not limited to those required by DTE, insurance company representative, or manufacturers' representative and the requirements specified in the chart below:

Item No.	Description	Notification Req'd
1	Major Material Delivery	[redacted]
2	Concrete Pour	[redacted]
3	Cable/Piping Trench Closure	[redacted]
4	Excavation for site drainage/new catch basin	[redacted]
5	Meggar Testing	[redacted]
6	DTE Meter Installation	[redacted]
7	DC Test	[redacted]
8	AC Test	[redacted]

ARTICLE 8
OWNERSHIP OF CERTAIN PROPERTY

8.1 [redacted]

[redacted]

ARTICLE 9

[redacted]

9.1 [redacted]

[redacted]

9.2 [redacted]

[redacted]

9.3 [redacted]

[redacted]

[redacted]

9.4 [redacted]

[redacted]

ARTICLE 10
PUNCHLIST, MECHANICAL COMPLETION; SUBSTANTIAL COMPLETION, AND FINAL COMPLETION

10.1 [redacted]

[redacted]

10.2 Mechanical Completion.

When Contractor believes it has achieved Mechanical Completion, it shall deliver to DTE, a completed Mechanical Completion Certificate. DTE shall, within [redacted] following receipt of such certificate, either (i) deliver to Contractor a countersigned Mechanical Completion Certificate indicating its acceptance of the achievement of such milestone, or (ii) if reasonable cause exists for doing so, notify Contractor in writing that such milestone has not been achieved, stating in detail the reasons therefor. If within such [redacted]. If DTE delivers the notice under the preceding clause (ii), Contractor promptly shall take such action, including the performance of additional Work to achieve such milestone, and upon completion of such actions, Contractor shall issue to DTE, another notice with respect to such milestone pursuant to this subsection. Such procedure shall be repeated as necessary until such milestone has been achieved.

10.3 Substantial Completion.

When Contractor believes it has achieved Substantial Completion, it shall deliver to DTE, a completed Substantial Completion Certificate. DTE shall, within [redacted] following receipt of such notice, either (i) deliver to Contractor a countersigned Substantial Completion Certificate indicating its acceptance of the achievement of such milestone, or (ii) if reasonable cause exists for doing so, notify Contractor in writing that such milestone has not been achieved, stating in detail the reasons therefor. [redacted] If DTE delivers the notice under the preceding clause (ii), Contractor promptly shall take such action, including the performance of additional Work to achieve such milestone, and upon completion of such actions, Contractor shall issue to DTE, another notice with respect to such milestone pursuant to this subsection. Such procedure shall be repeated as necessary until such milestone has been achieved. For all purposes of this Agreement, the date of achievement of Substantial Completion (the "Substantial Completion Date") shall be the date on which the last of the conditions for achievement of Substantial Completion was satisfied, as set forth in the Substantial Completion Certificate countersigned by DTE.

10.4 Final Completion.

When Contractor believes that it has achieved Final Completion, it shall deliver to DTE, a completed Final Completion Certificate. DTE shall, within [redacted] following receipt of such certificate, either (i) deliver to Contractor a countersigned Final Completion Certificate indicating its acceptance of the achievement of such milestone, or (ii) if reasonable cause exists for doing so, notify Contractor in writing that such milestone has not been achieved, stating in detail the reasons therefor. [redacted]

[redacted] If DTE delivers the notice under the preceding clause (ii), Contractor promptly shall take such action, including the performance of additional Work to achieve such milestone, and upon completion of such actions, Contractor shall issue to DTE, another notice with respect to such milestone pursuant to this subsection. Such procedure shall be repeated as necessary until such milestone has been achieved. For all purposes of this Agreement, the date of achievement of Final Completion (the "Final Completion Date") shall be the date on which the last of the conditions for achievement of Final Completion was satisfied, as set forth in the Final Completion Certificate countersigned by DTE.

ARTICLE 11
REPRESENTATIONS AND WARRANTIES

11.1 Each Party warrants and represents to the other that:

11.1.1 It has all requisite power, authority and approvals to legally and validly execute and deliver this Agreement.

11.1.2 The execution, delivery, and performance of this Agreement have been duly authorized by, or are in accordance with, each Party's respective governing entity, and this Agreement has been duly executed for it and delivered by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;

11.1.3 Its execution, delivery, and performance of this Agreement will not breach or violate, or constitute a default under any contract or instrument to which it is a Party or by which it or its properties may be bound or affected; and

11.1.4 It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect either Party's ability to perform hereunder.

11.2 Contractor warrants and represents to DTE that:

11.2.1 Contractor has examined and carefully reviewed this Agreement;

11.2.2 Contractor has inspected the Site and become generally familiar with the general, local and site conditions that may affect the construction, installation and operation of the Solar Energy Facility and the performance of the Work;

11.2.3 Contractor has performed, or has caused to be performed, all necessary due diligence to determine suitability of the Site for the Solar Energy Facility including without limitation any structural, soils, or civil analyses or reports. [redacted]

[redacted]

11.2.4 Contractor has all the required skills and capacity necessary to perform or cause to be performed the Work in a timely and professional manner, utilizing sound engineering principles, project management procedures and supervisory procedures, all in accordance with this Agreement and Prudent Industry Practice; and

11.2.5 Contractor is familiar with Applicable Laws, regulations, and interconnection standards relevant to the performance of its obligations under this Agreement.

ARTICLE 12
KEY PERSONNEL AND SUBCONTRACTORS

12.1 Key Personnel

12.1.1 If requested by DTE, Contractor shall list the Key Personnel assigned to each SOW and provide in [redacted]

12.1.2 In the event of an approved Key Personnel replacement on any SOW, the Contractor shall provide the following:

a) The replacement resource will be of substantially similar skills and experience as the departing resource and fit the labor category originally contracted.
b) The replacement resource will be briefed/ramped up on the project at no cost to DTE
c) The replacement of resources will be timely and seamless, as commercially practical with no delays in the project schedule.

12.2 Authority to Subcontract

Contractor may delegate its duties and performance under this Agreement and shall have the right to enter into agreements with Subcontractors to perform the Work hereunder; provided, however that such delegations do not relieve Contractor from liability or its obligations to DTE under this Agreement. Subcontractors shall have the required skills and capacity necessary to perform or cause to be performed the Work in a timely and professional manner, utilizing sound engineering principles, project management procedures and supervisory procedures, all in accordance with this Agreement, Applicable Laws and Prudent Industry Practice. Prior to the start of construction on the Site, and unless the parties shall have previously agreed upon Contractor's selection of

Subcontractors, Contractor shall submit to DTE a comprehensive list of all Subcontractors. Such list shall be kept current and revised and updated as necessary. DTE shall have the ability, in its sole discretion, to reject any Subcontractor proposed by Contractor. Contractor shall bind every Subcontractor to the terms and provisions of this Agreement to the extent applicable to such party's work under this Agreement, including the requirements of [redacted]. At DTE's request, Contractor shall remove any Contractor or Subcontractor personnel that DTE in its sole discretion deems incompetent, disorderly, insubordinate, careless or otherwise objectionable, without cause, at any time

12.3 Prompt Payment of Subcontractors

Contractor shall promptly pay when due all amounts payable to its Subcontractors for labor and materials furnished in the performance of this Agreement and shall ensure that the Solar Energy Facility and the Site remain free of any Liens arising through Contractor and/or any of its Subcontractors.

12.4 [redacted]

[redacted]

12.5 Responsibility

Contractor shall, at all times, be responsible for the acts, errors and/or omissions of its Subcontractors and agents. Nothing in this Agreement shall constitute any contractual relationship between DTE and any Subcontractor or in any way obligate DTE to pay, or to be responsible for the payment of, any sums to any Subcontractors.

ARTICLE 13
[redacted]

13.1 [redacted]

[redacted]

13.2 [redacted]

[redacted]

13.3 [redacted]

[redacted]

13.4 [redacted]

[redacted]

[redacted]

13.5 [redacted]

[redacted]

13.6 [redacted]

[redacted]

13.7 [redacted]

[redacted]

[redacted]

[redacted]

ARTICLE 14

[redacted]

ARTICLE 15

[redacted]

ARTICLE 16

[redacted]













[redacted]

[redacted]

$$Capacity\ Liquidated\ Damages\ [redacted]\ Contract\ Price\ X\ [redacted]\ X\ \frac{SEF\ Design\ Capacity\ [redacted]\ Facility\ Guarantee\ [redacted]\ Actual\ Net\ Generating\ Capacity}{Facility\ Guarantee}$$

[redacted]

[redacted]

[redacted]

ARTICLE 17

[redacted]

17.1 [redacted]

[redacted]

17.2 [redacted]

[redacted]

17.3 [redacted]

[redacted]

ARTICLE 18

[redacted]

18.1 [redacted]

[redacted]

18.2 [redacted]

[redacted]

18.3 [redacted]

[redacted]

[redacted]

ARTICLE 19

[redacted]

[redacted]

[redacted]

ARTICLE 20
MISCELLANEOUS

20.1 Assignment

Neither Party shall assign this Agreement or any of its rights hereunder without the prior written consent of the other Party. Notwithstanding the foregoing, DTE may, without the need for consent from Contractor: (i) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of DTE, provided, however, that any such assignee shall agree to be bound by the terms and conditions hereof; or (ii) assign its rights under this Agreement to an affiliate or to a successor entity in a merger or acquisition transaction, provided, however, that any such assignee shall agree to be bound by the terms and conditions hereof. Any assignment made in contravention of this clause shall be void and unenforceable.

20.2 Agreement Construction

This Agreement is the result of arms-length negotiations between two sophisticated parties and ambiguities or uncertainties in it shall not be construed for or against either Party but shall be construed in a manner that most accurately reflects the intent of the Parties when such Agreement was executed.

20.3 Binding Effect

Except as otherwise provided herein, the terms and provisions of this Agreement shall apply to, be binding upon, and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

20.4 Independent Contractor

The Parties hereto agree that Contractor 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, nor shall it be construed as creating any relationship whatsoever between DTE and any Subcontractors nor between DTE and Contractor employees or agents. Neither Contractor nor any Subcontractors nor any of their respective employees shall be deemed to be employees of DTE.

20.5 No Waiver

The failure of Contractor or DTE to insist upon the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Agreement.

20.6 Severability

In the event that any clause or provision of this Agreement or any part thereof becomes or shall be declared by a court of competent jurisdiction invalid, illegal, void, or unenforceable, this Agreement shall continue in full force and effect without said provisions, provided that no such severability shall be effective if it materially changes the benefits or obligations of either Party hereunder.

20.7 Entire Agreement; Survival

This Agreement, when executed, together with all Exhibits, shall constitute the entire agreement between the Parties; and this Agreement cannot be amended, modified, or terminated except by a written instrument, executed by both Parties hereto. Termination of this Agreement shall not relieve either Contractor or DTE of any obligation which expressly or by implication survives termination hereof.

20.8 Governing Law; Jurisdiction

this agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan without regard to principles of conflicts of law.

The Parties agree that any action with respect to the Agreement shall be brought in a court of competent subject matter jurisdiction located in the State of Michigan and the Parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.

20.9 Notice

Any notice required or permitted hereunder shall be deemed received (i) on the day on which such notice is delivered personally, (ii) on the [redacted] after deposit in the U.S. Mail; provided such notice is sent by certified mail with a return receipt request and postage prepaid or (iii) the following Business Day if deposited with a recognized overnight carrier, to the address shown below or to such other persons or addresses as are specified by similar notice. Email notifications are acceptable for day-to-day project correspondence.

If to DTE:

with a copy to:

DTE Electric Company
One Energy Plaza, 1635 WCB
Detroit, MI 48226
Attention: General Counsel
Fax: 313-235-8500

If to Contractor: J. Ranck Electric, Inc.
1993 Gover Parkway
Mt. Pleasant, MI 48858
Attn: Jordan Wilcox

20.10 Headings

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

20.12 [redacted]



[redacted]

20.13 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 Laws or order of a court of competent jurisdiction.

20.14 Cooperation

Upon the receipt of a request from the other Party, each Party shall execute such reasonable additional documents, instruments, estoppels, and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 20.14**.** Without limiting the generality of the foregoing, Contractor will provide DTE promptly upon DTE's written request all documents reasonably necessary for DTE to qualify of the SEF as "Qualified Facility" under pertinent rules and regulations of the FERC or any other Governmental Authority.

20.15 No Rights in Third Parties.

Unless and except as may be otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties and shall not imply or create any rights on the part of, or obligations to, any other person.

20.16 [redacted]

[redacted]

[redacted]

20.17 Drafting Ambiguities

Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other. Any rule of construction that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement, or any amendments [redacted].

20.18 [redacted]

[redacted]

[redacted]

IN WITNESS WHEREOF, Contractor and DTE have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CONTRACTOR:

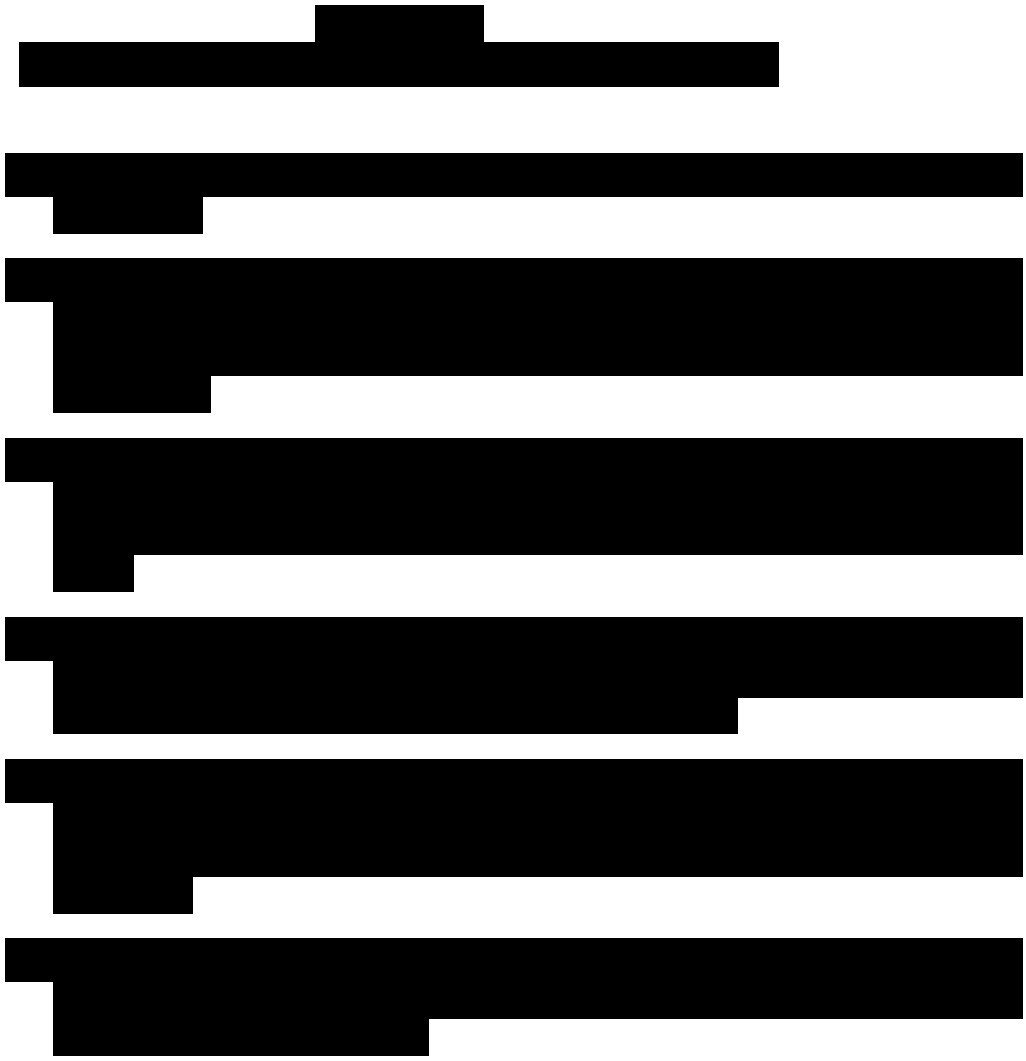
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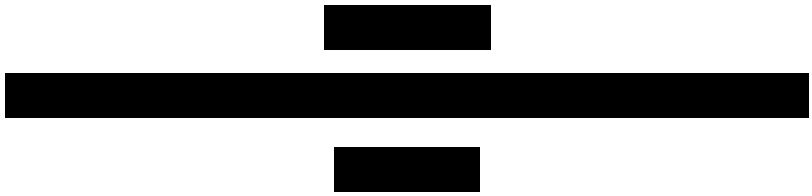
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DTE:

DTE ELECTRIC COMPANY

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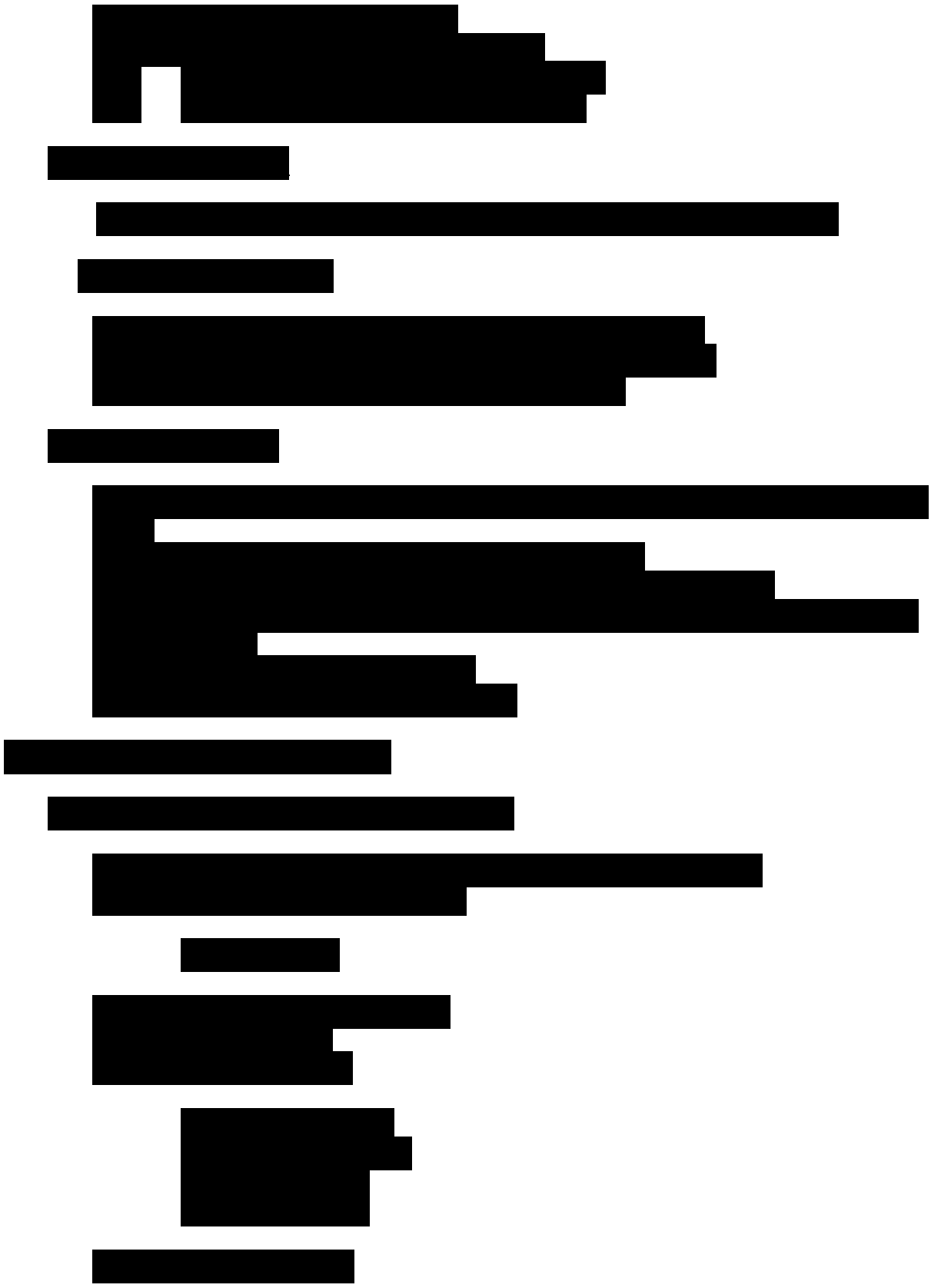


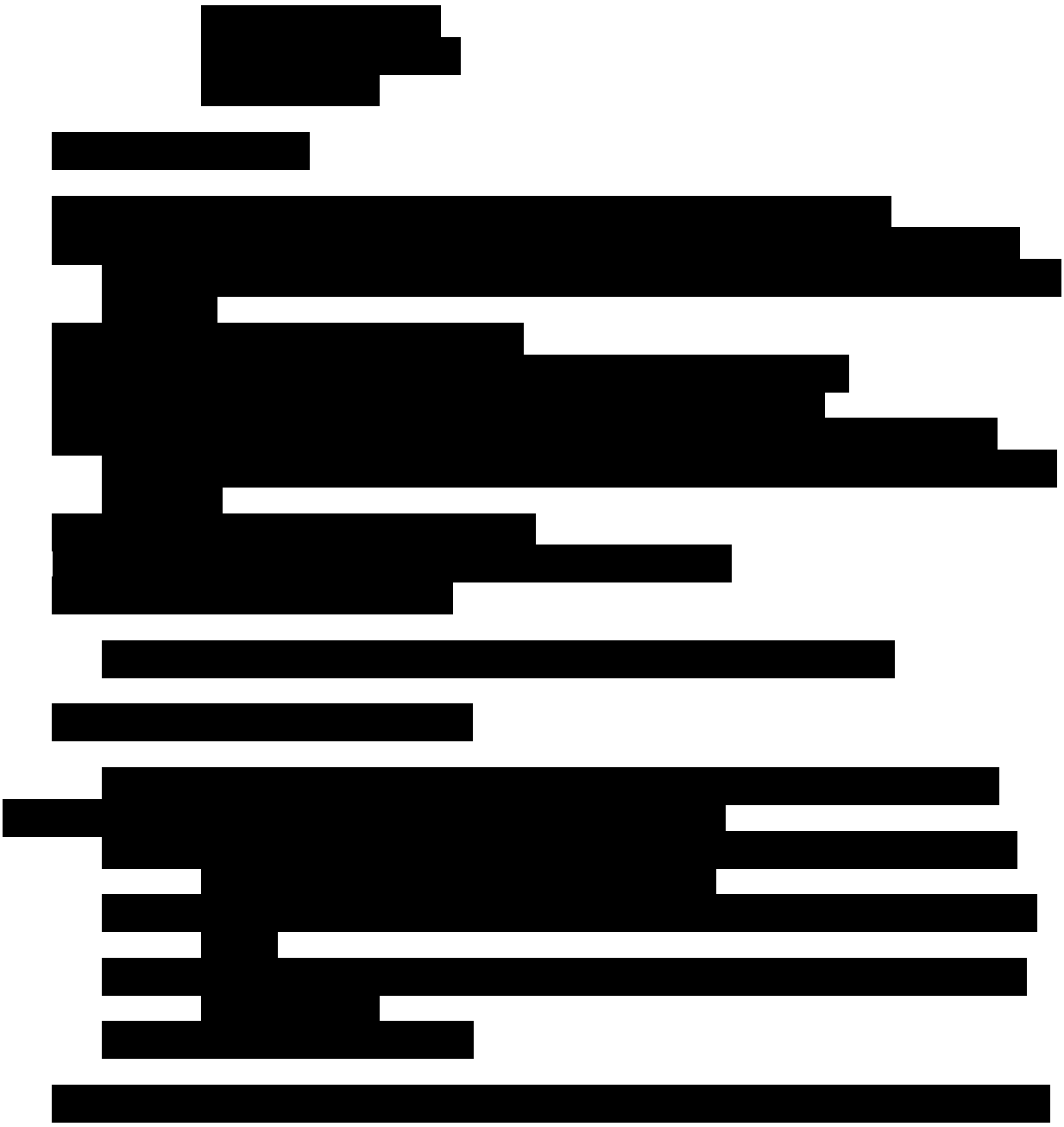


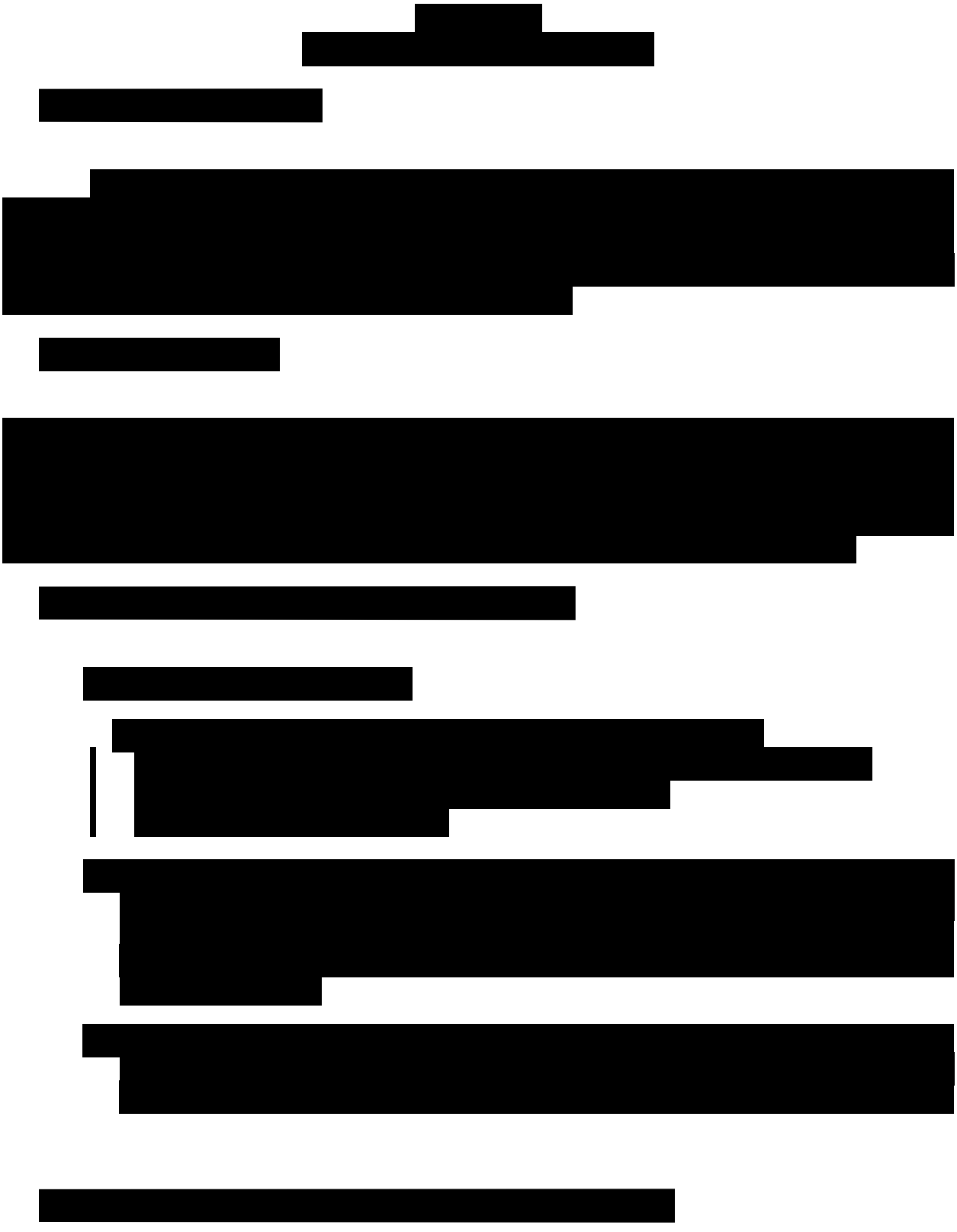
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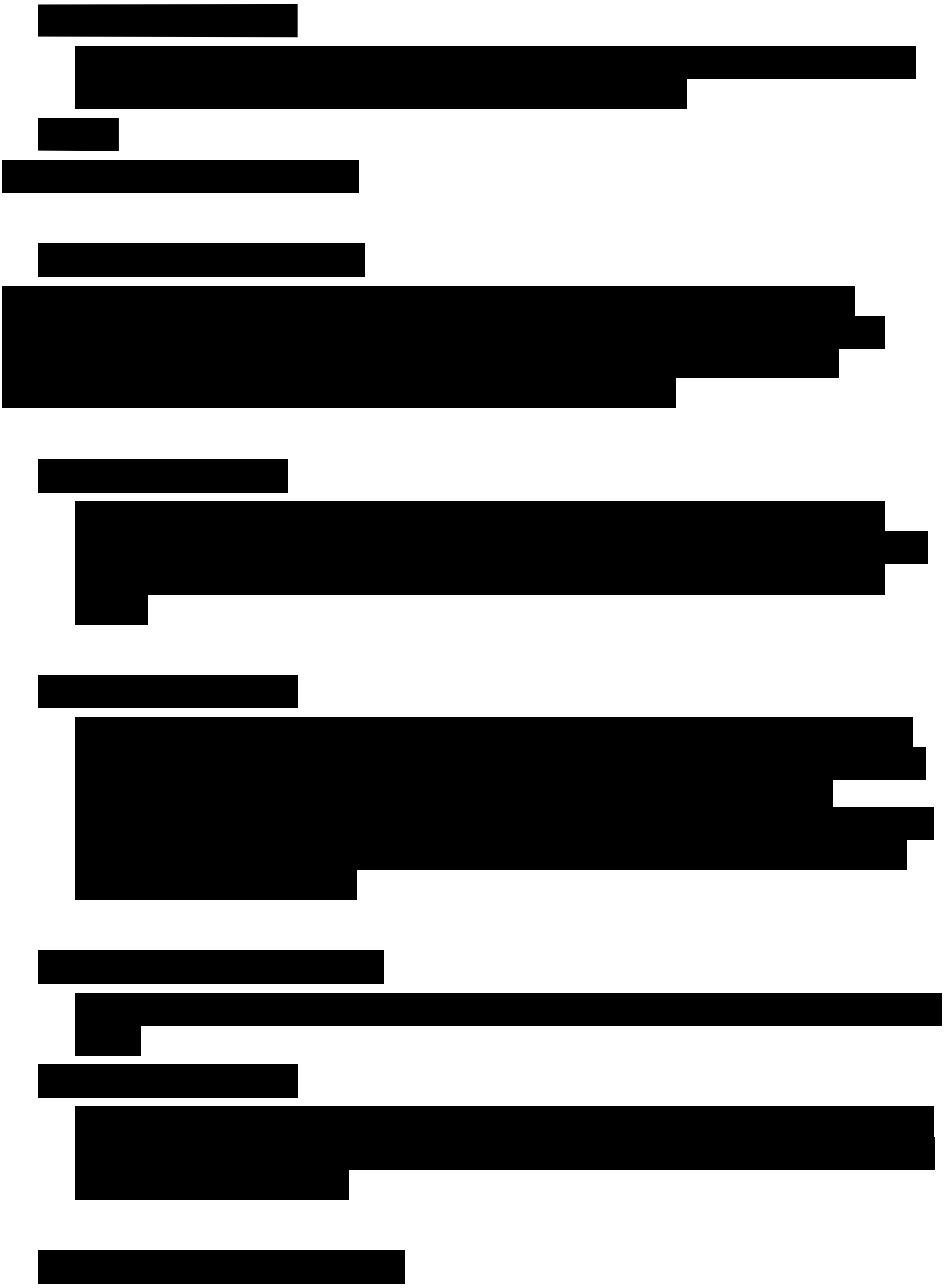
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EXHIBIT J

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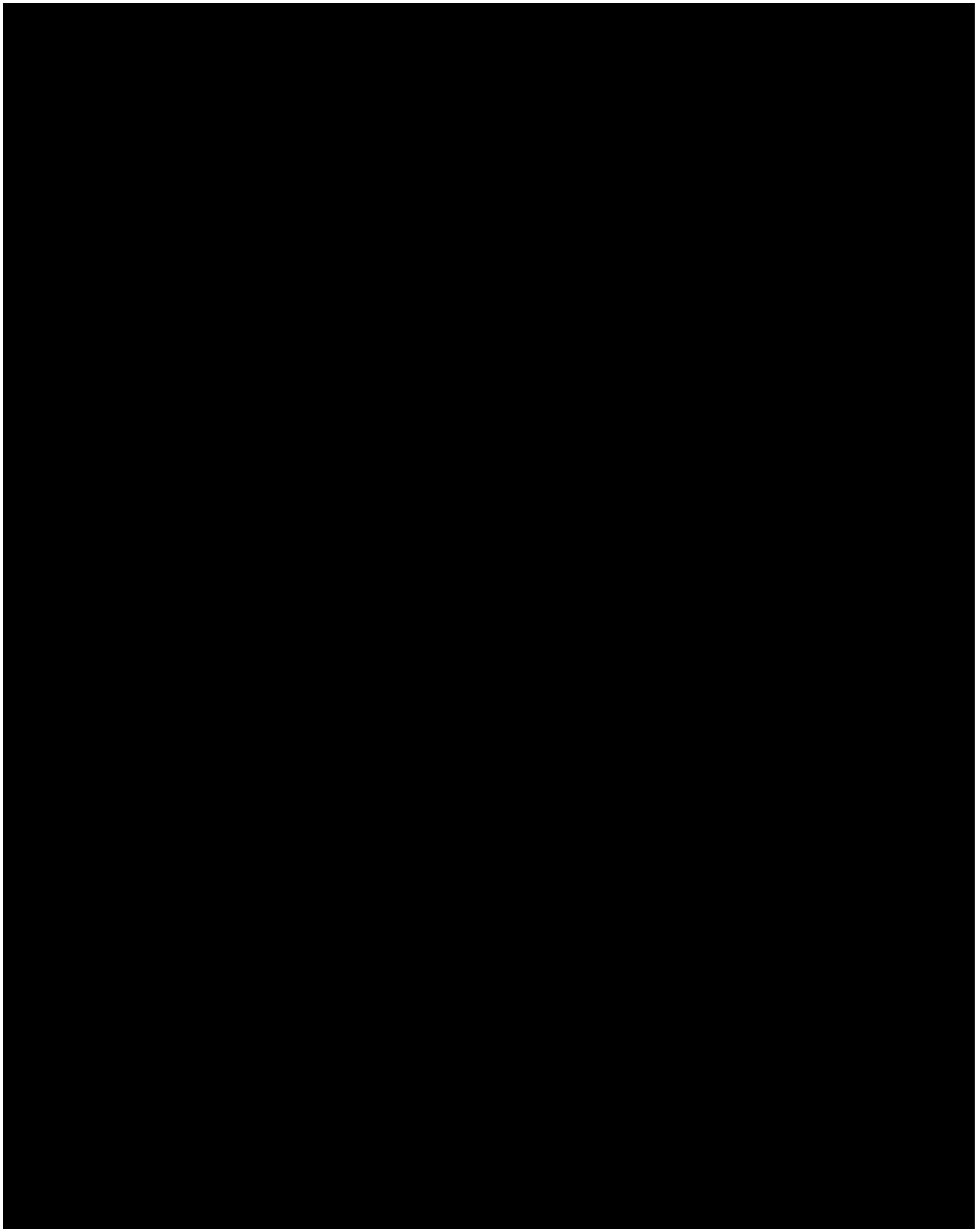
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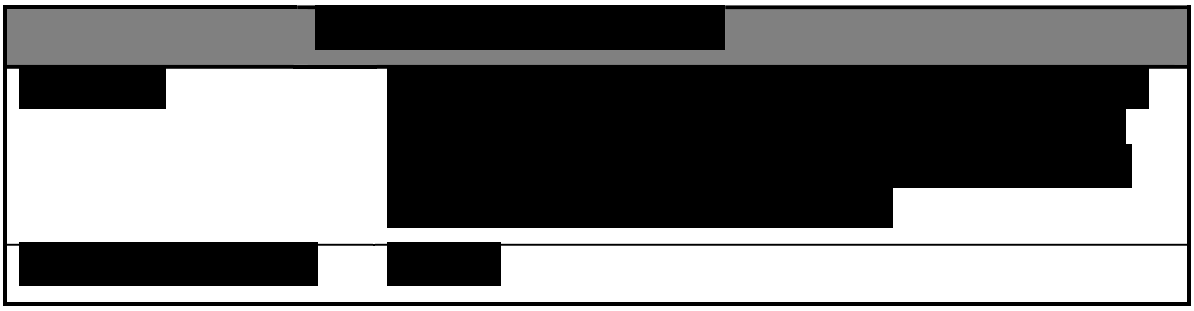
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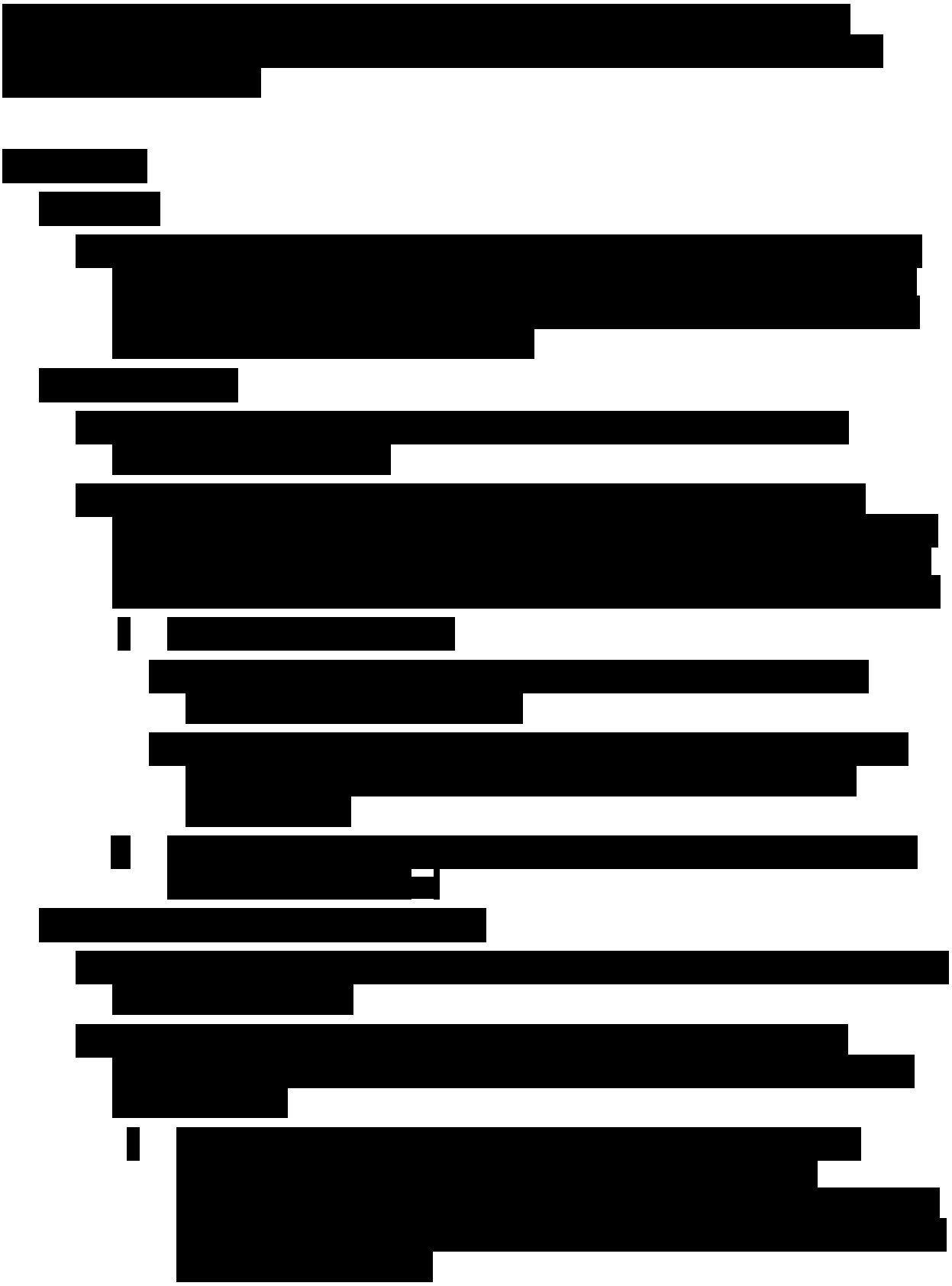
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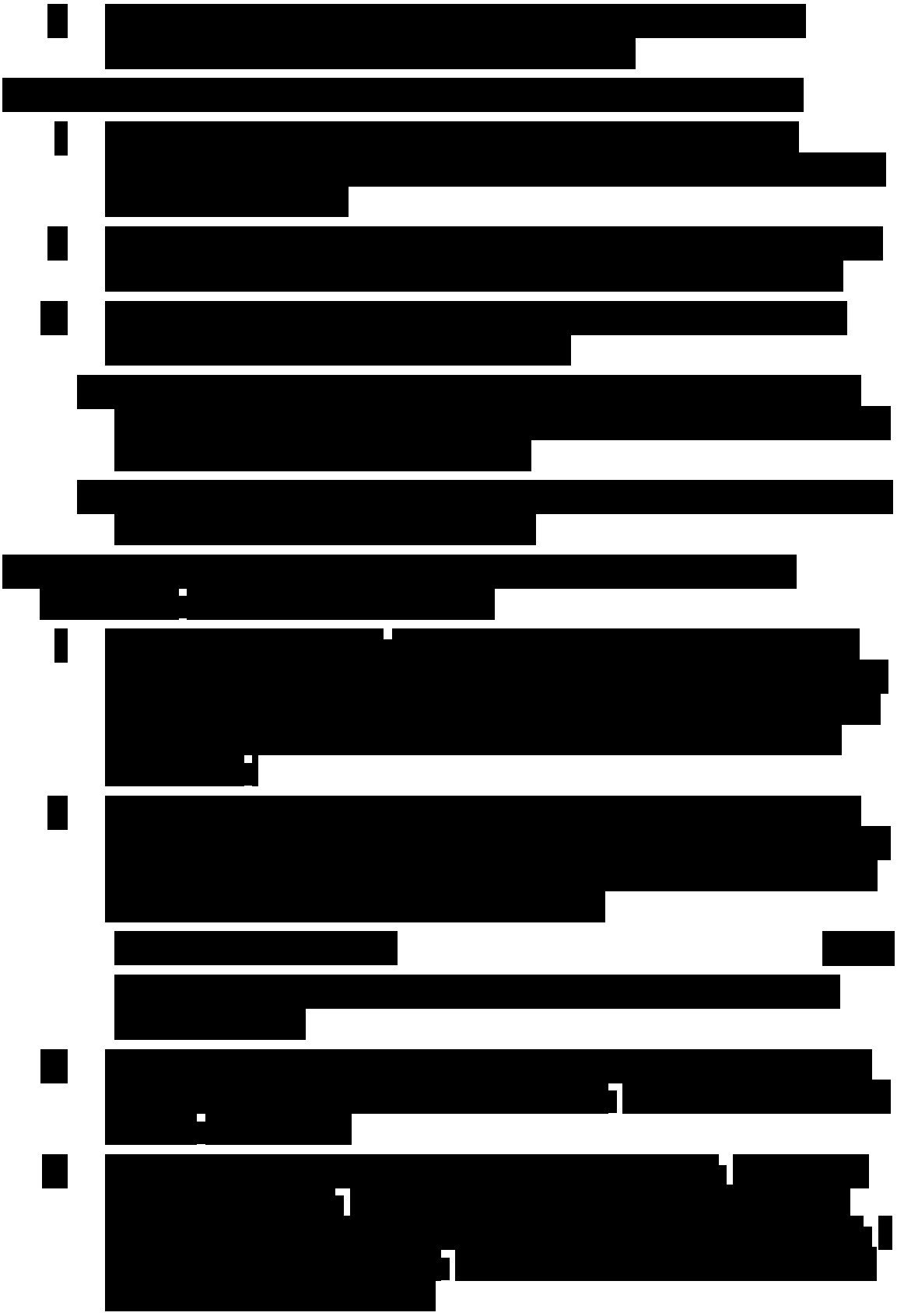
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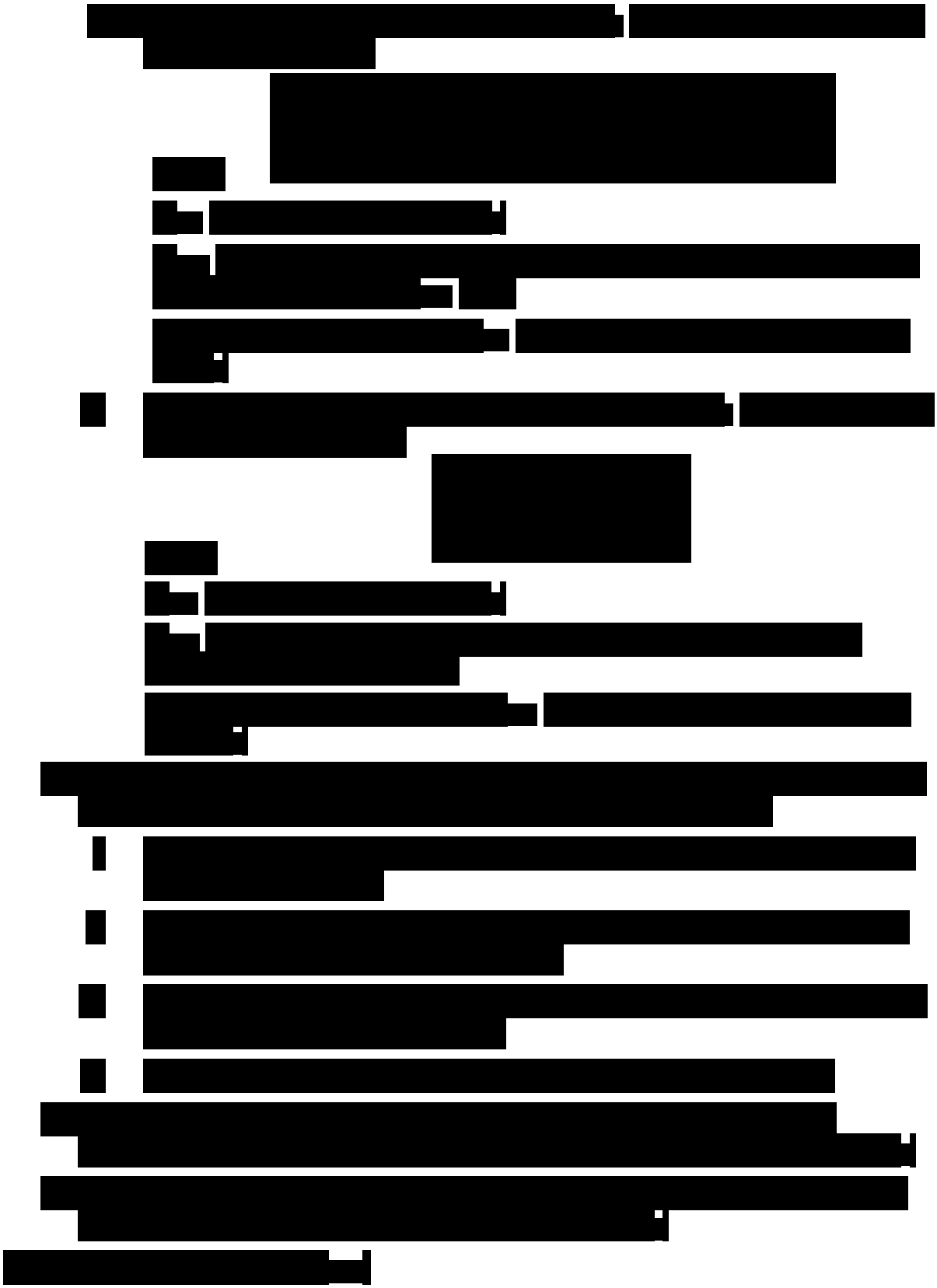
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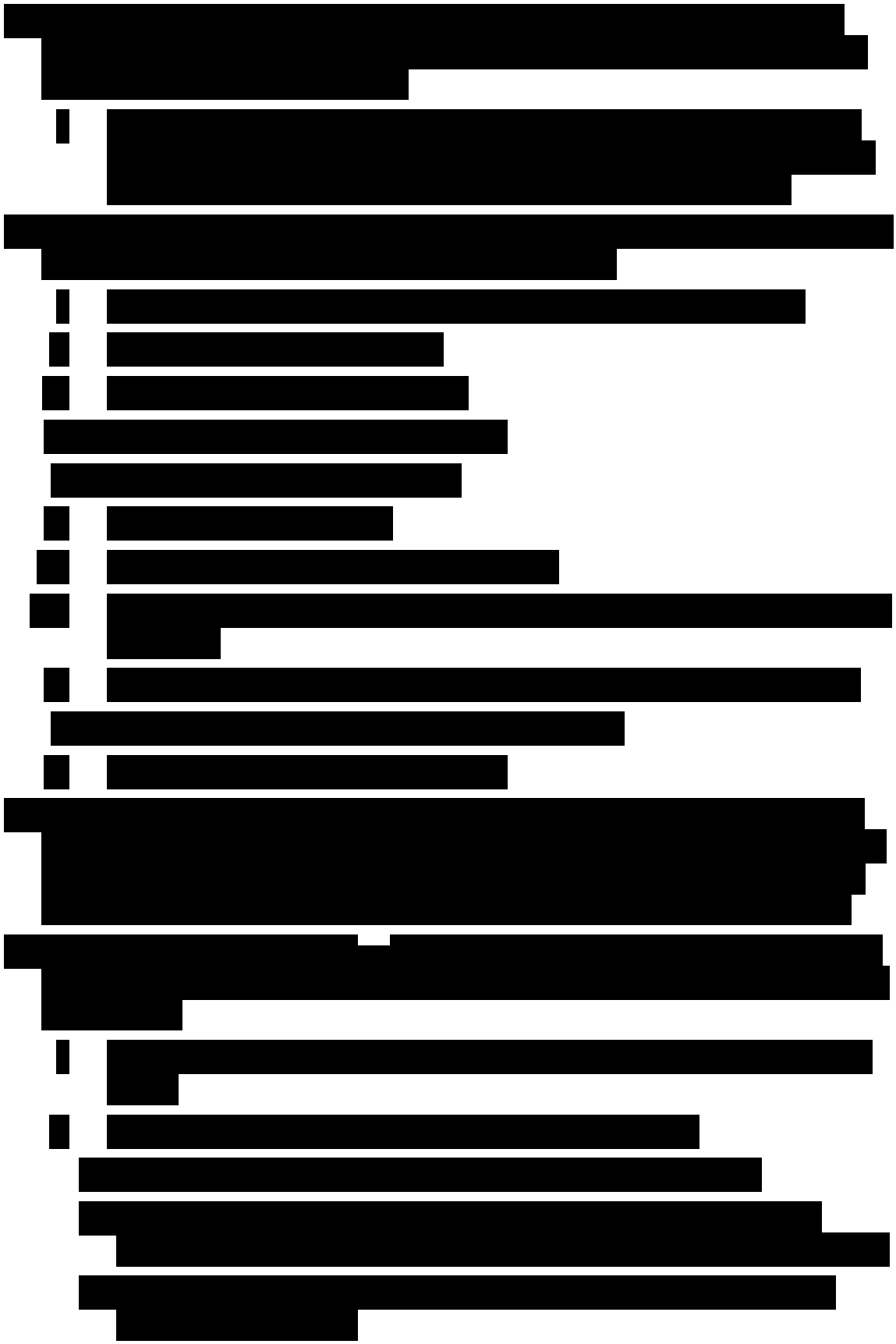


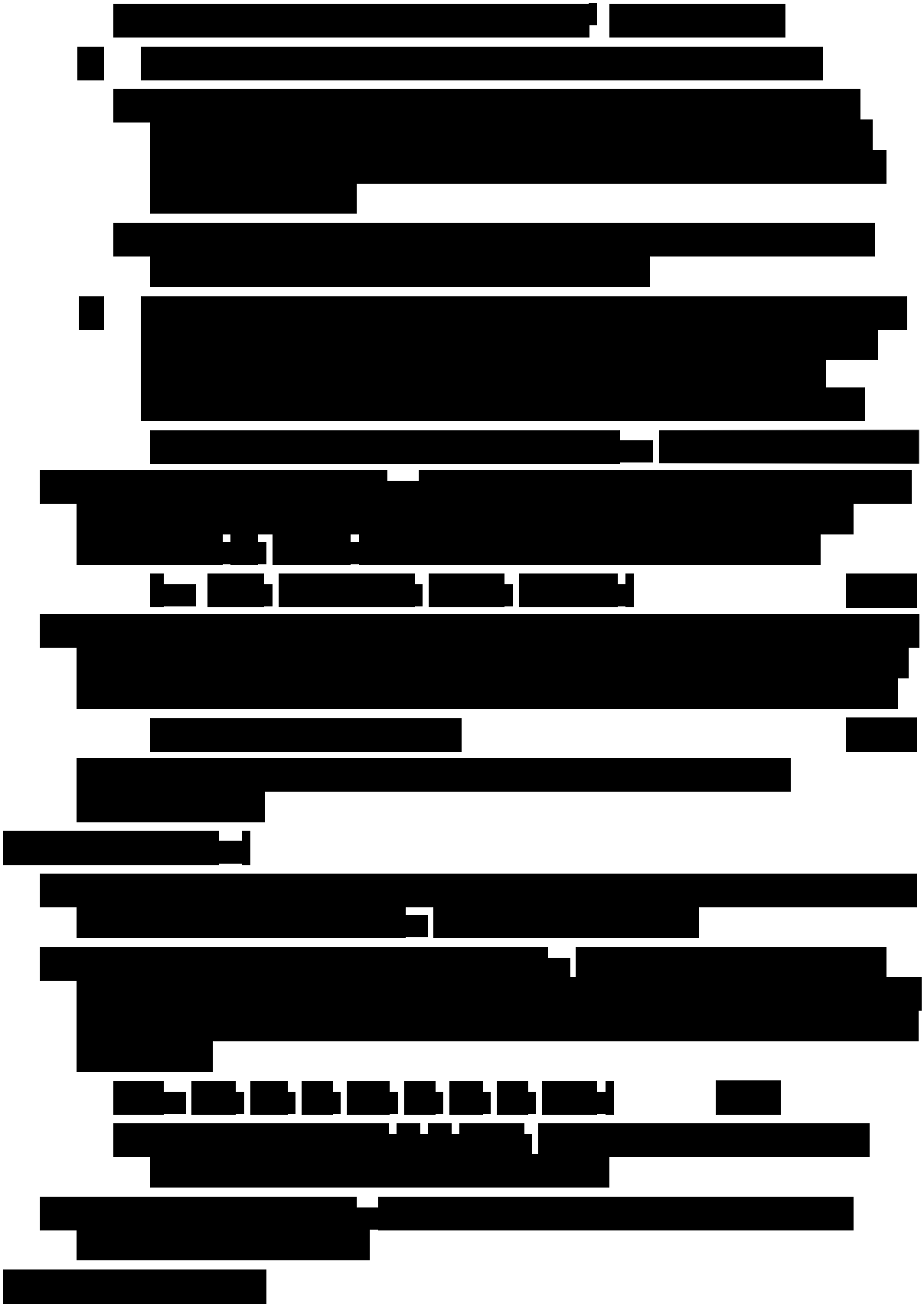
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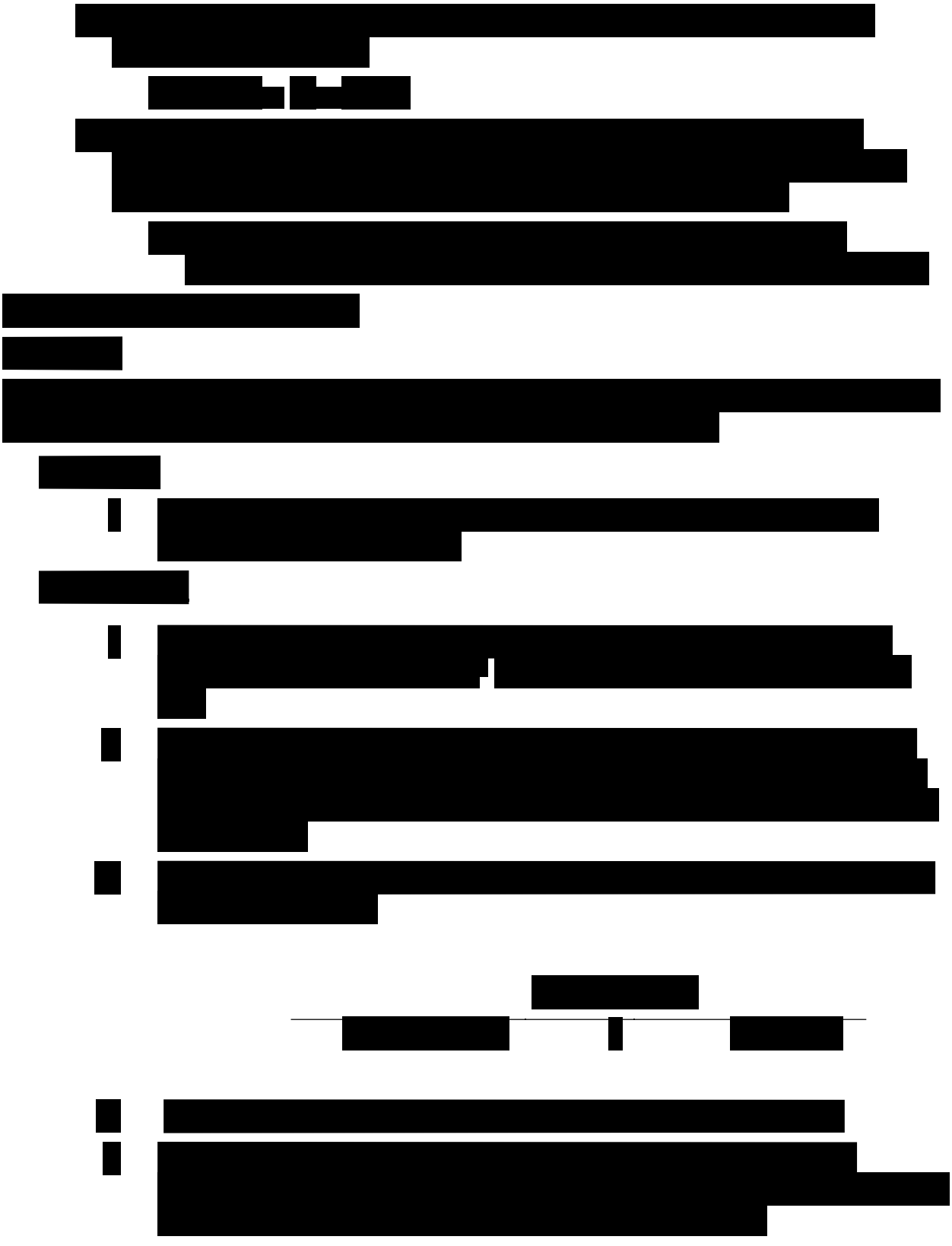














[redacted]

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[redacted]

[redacted] [redacted]

[redacted] [redacted] $\frac{Inverter\ AC\ kW}{SUM\ Inverter\ AC\ kW}$ [redacted] $Plant\ EPM\ kW$

[redacted]

[redacted]

[redacted]

[redacted] [redacted]

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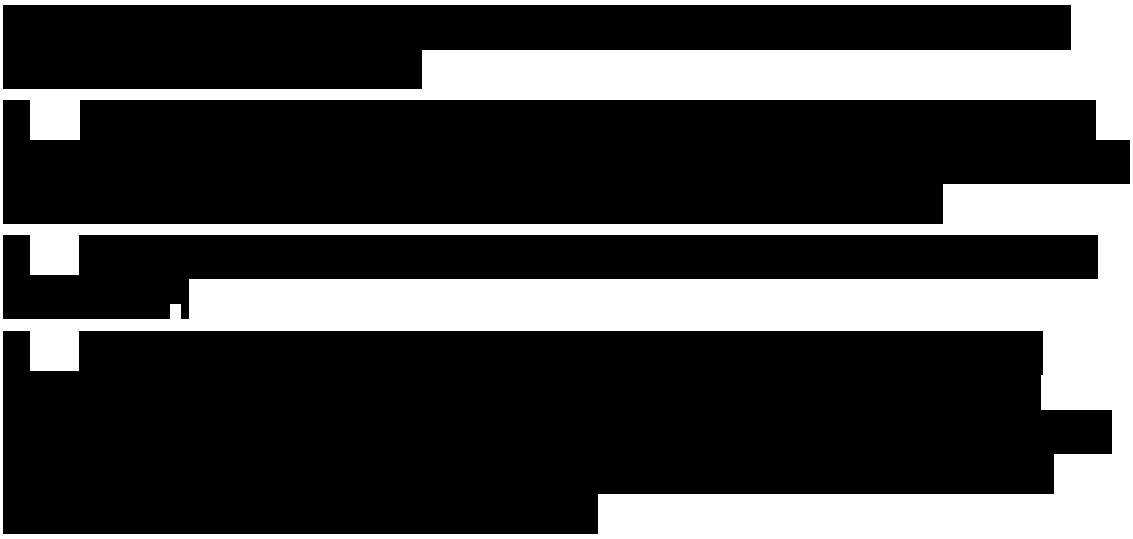
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$$Inverter\ Denormalized\ kW = [redacted]\ Avg\ Inverter\ Normalized\ Value \times [redacted]\ \frac{Inverter's\ \ Nameplate\ Capacity}{Average\ of\ all\ Inverters'\ Nameplate\ Capacity}$$

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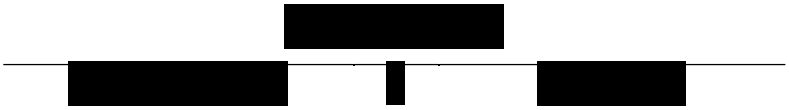
$$MW\ [redacted]\ Lost\ [redacted]\ OffLine\ Inverter\ \ MW\ [redacted]\ Plant\ OffLine\ MW\ [redacted]$$

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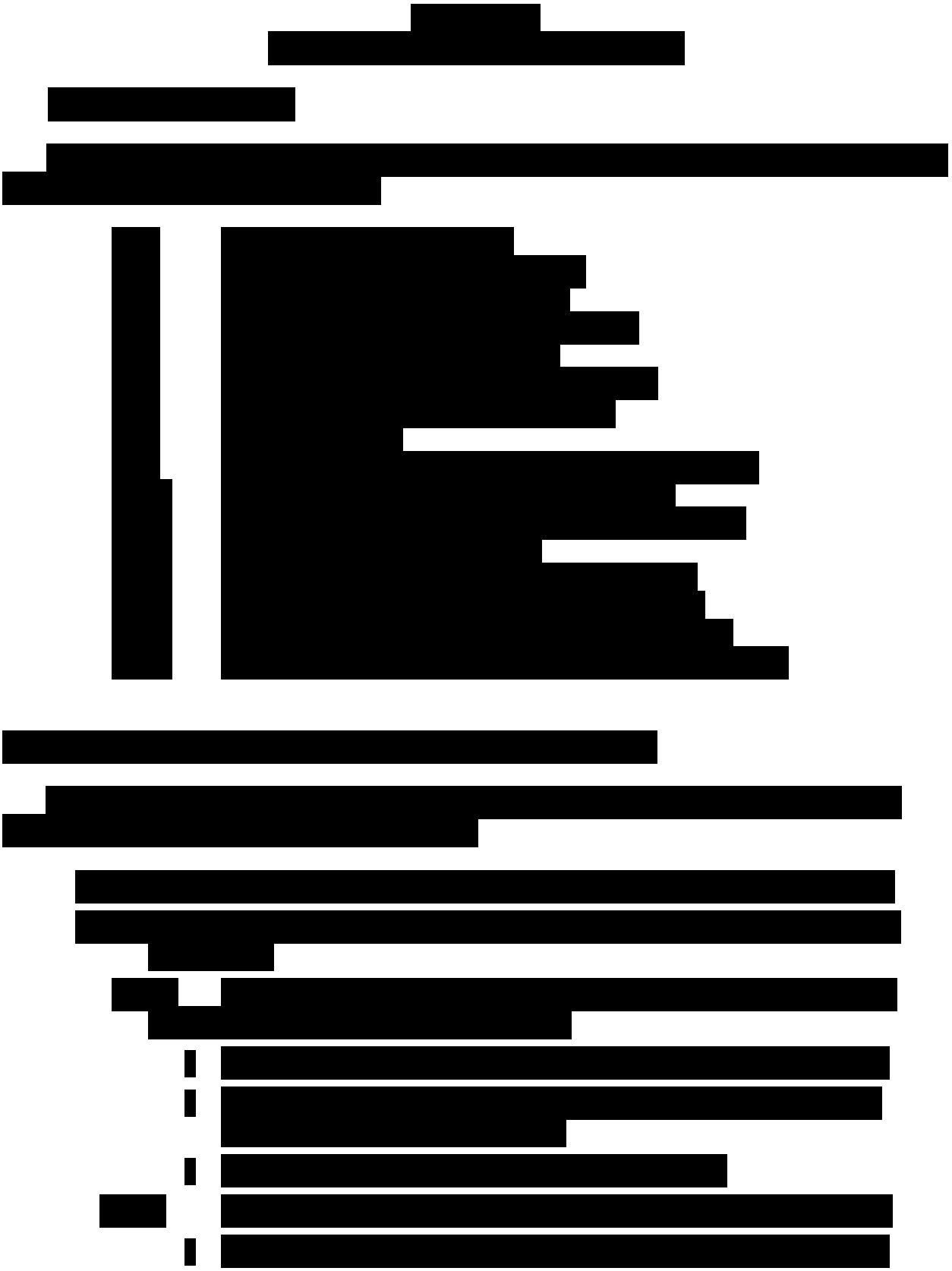


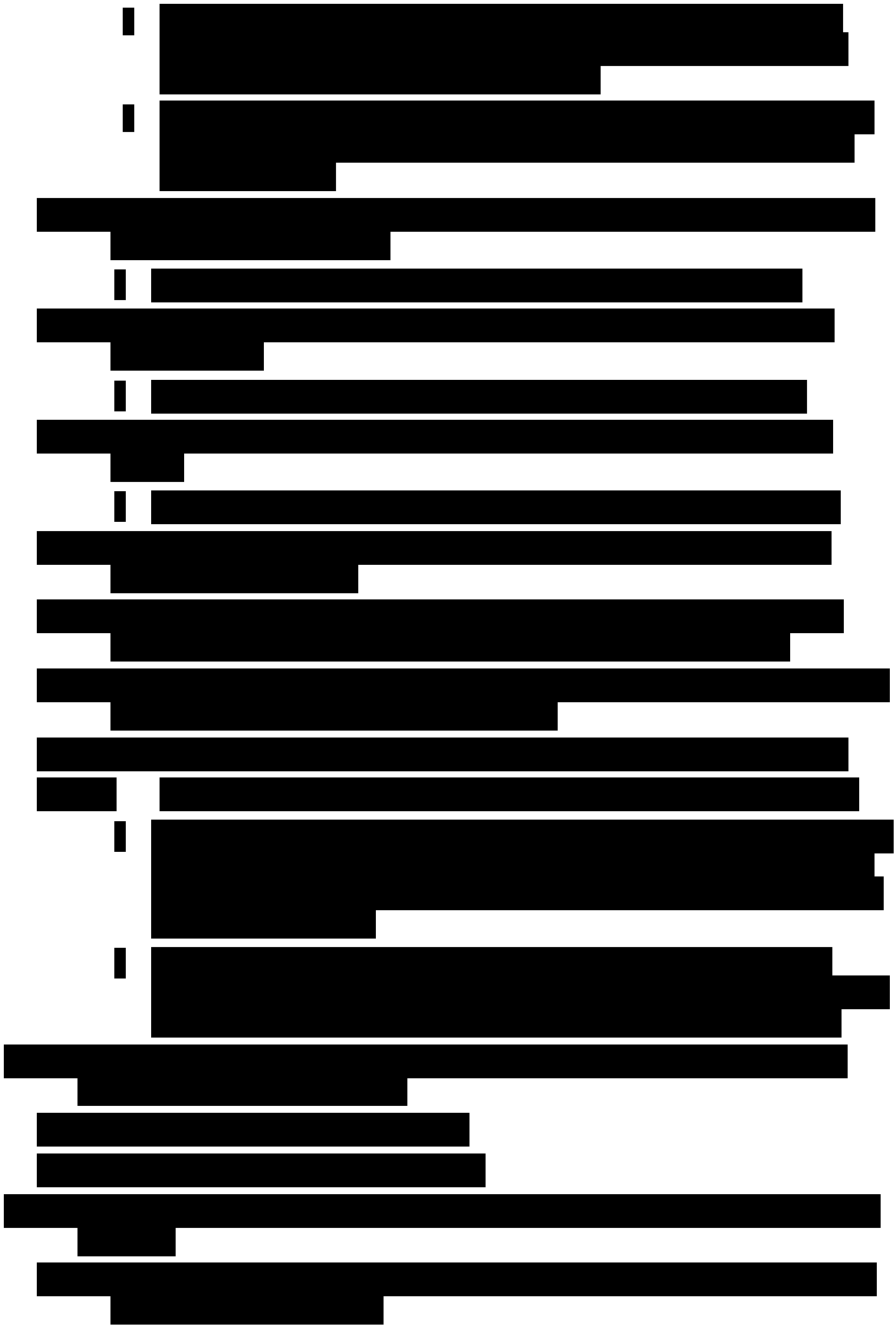






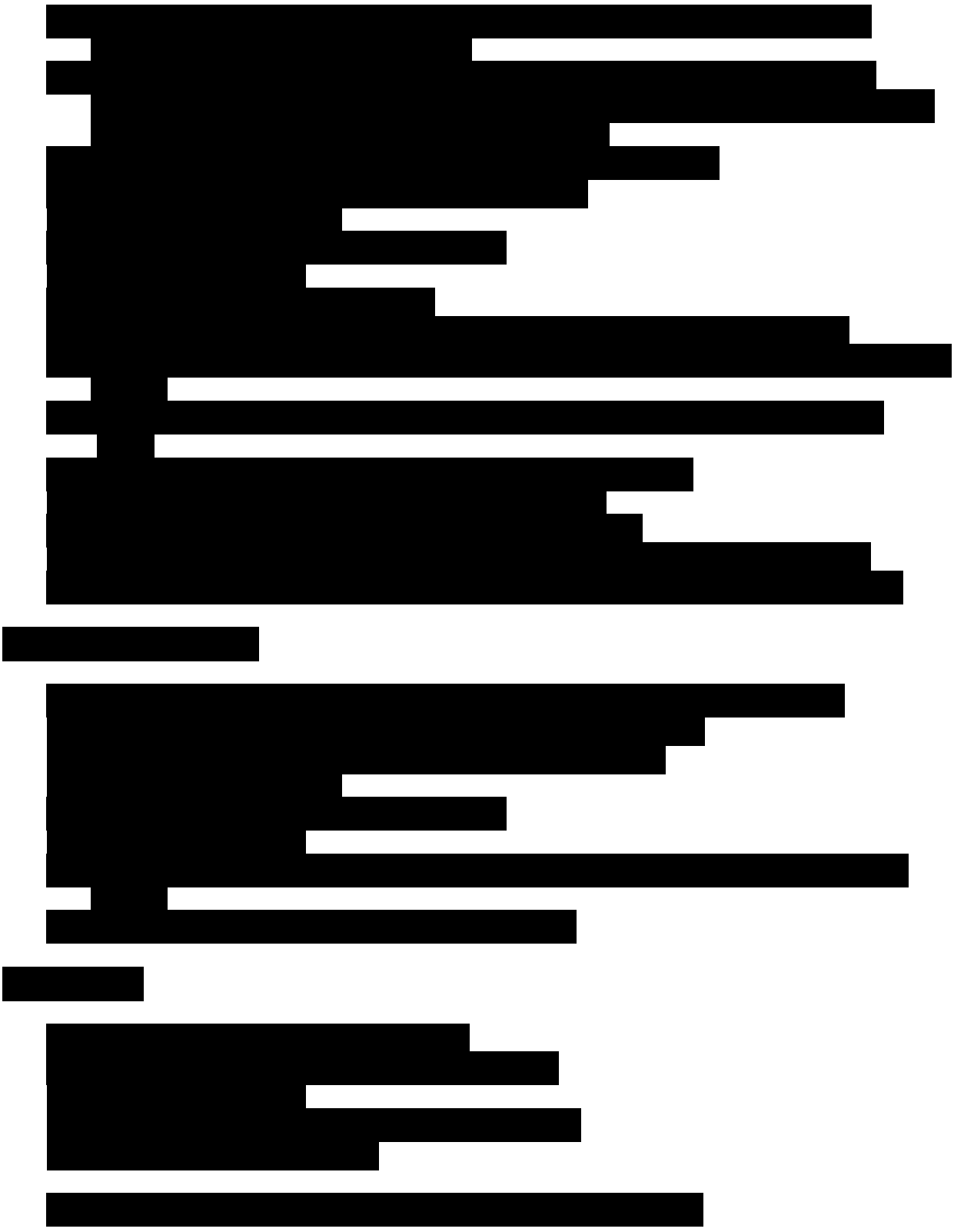






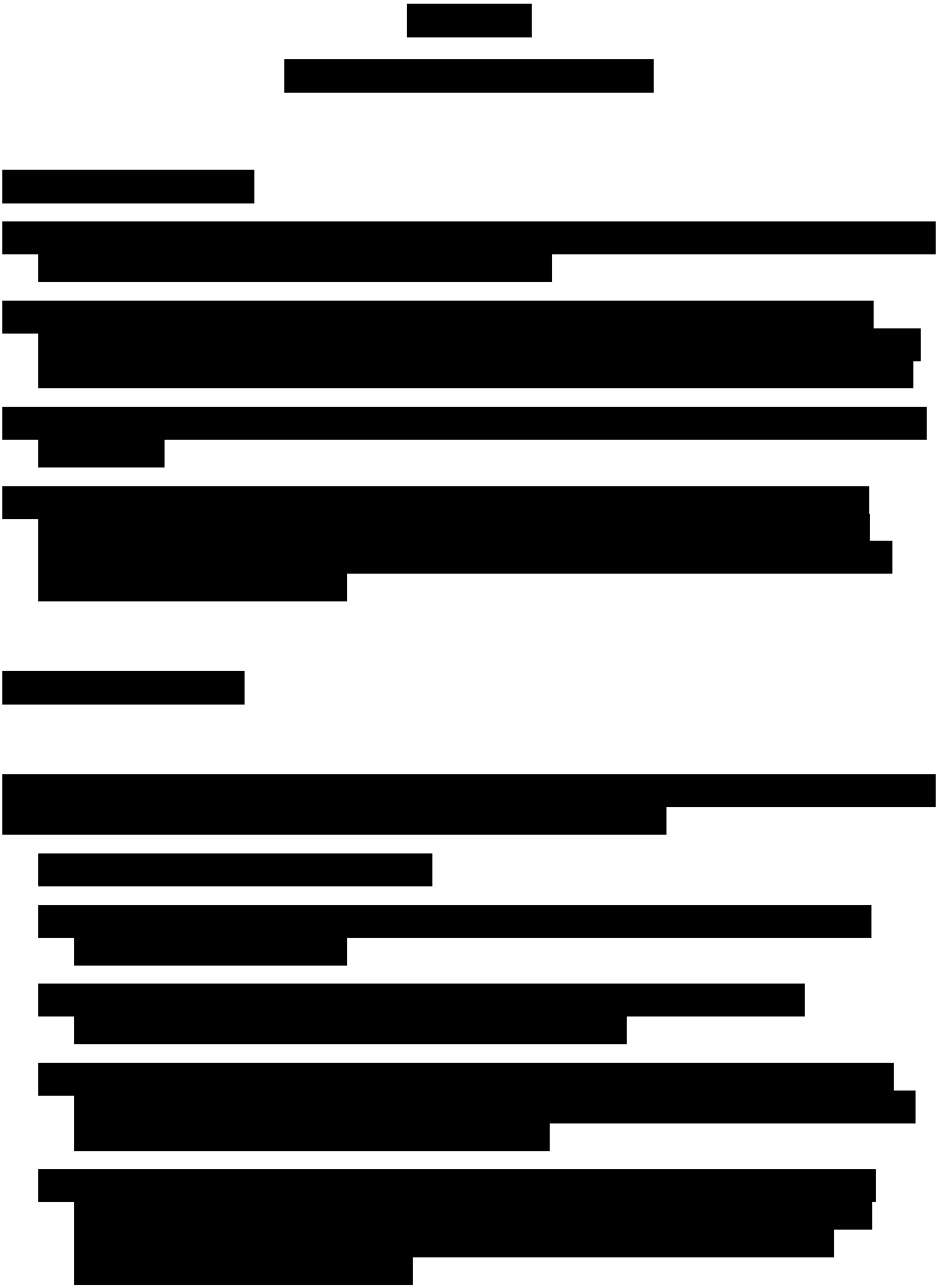






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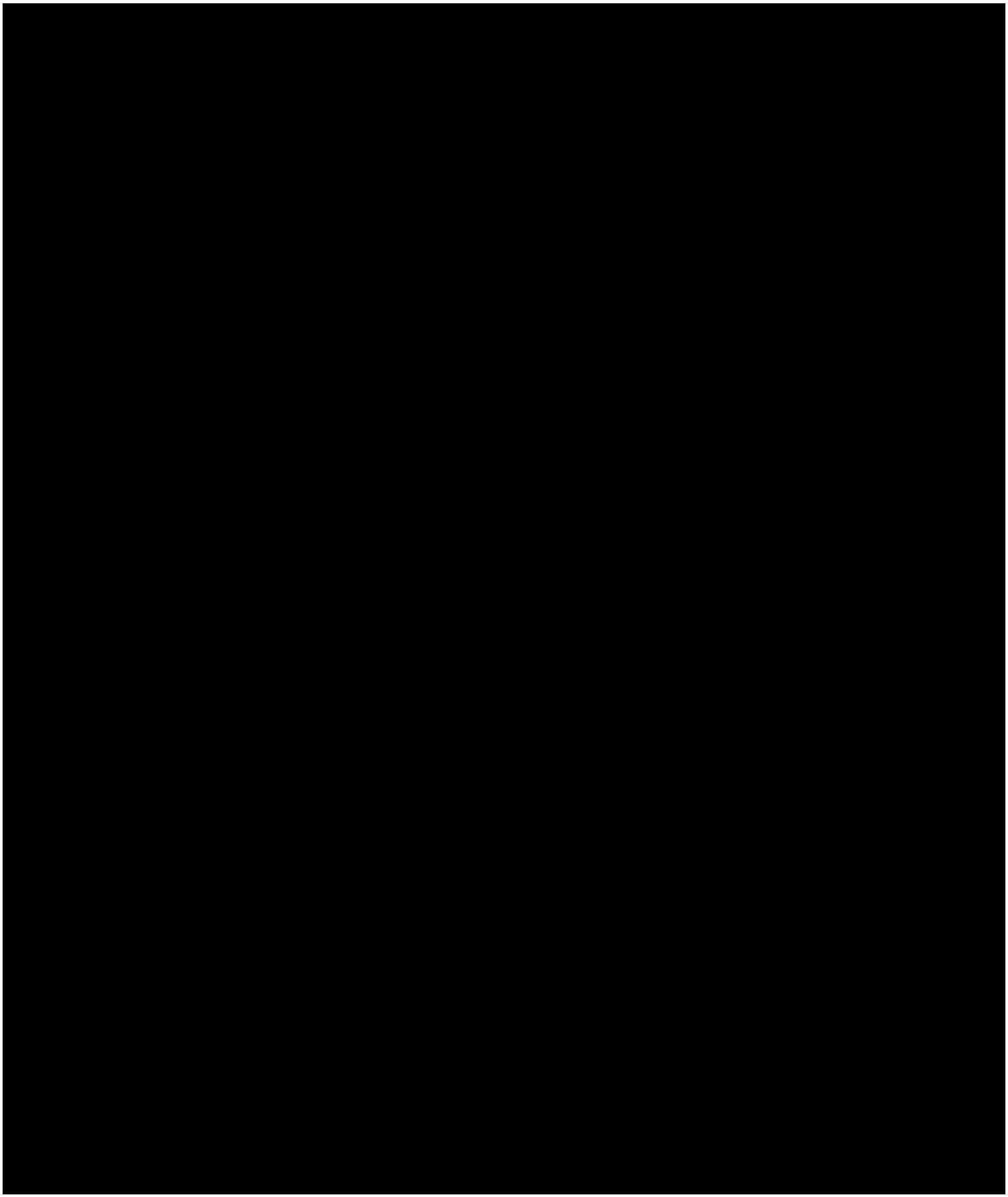
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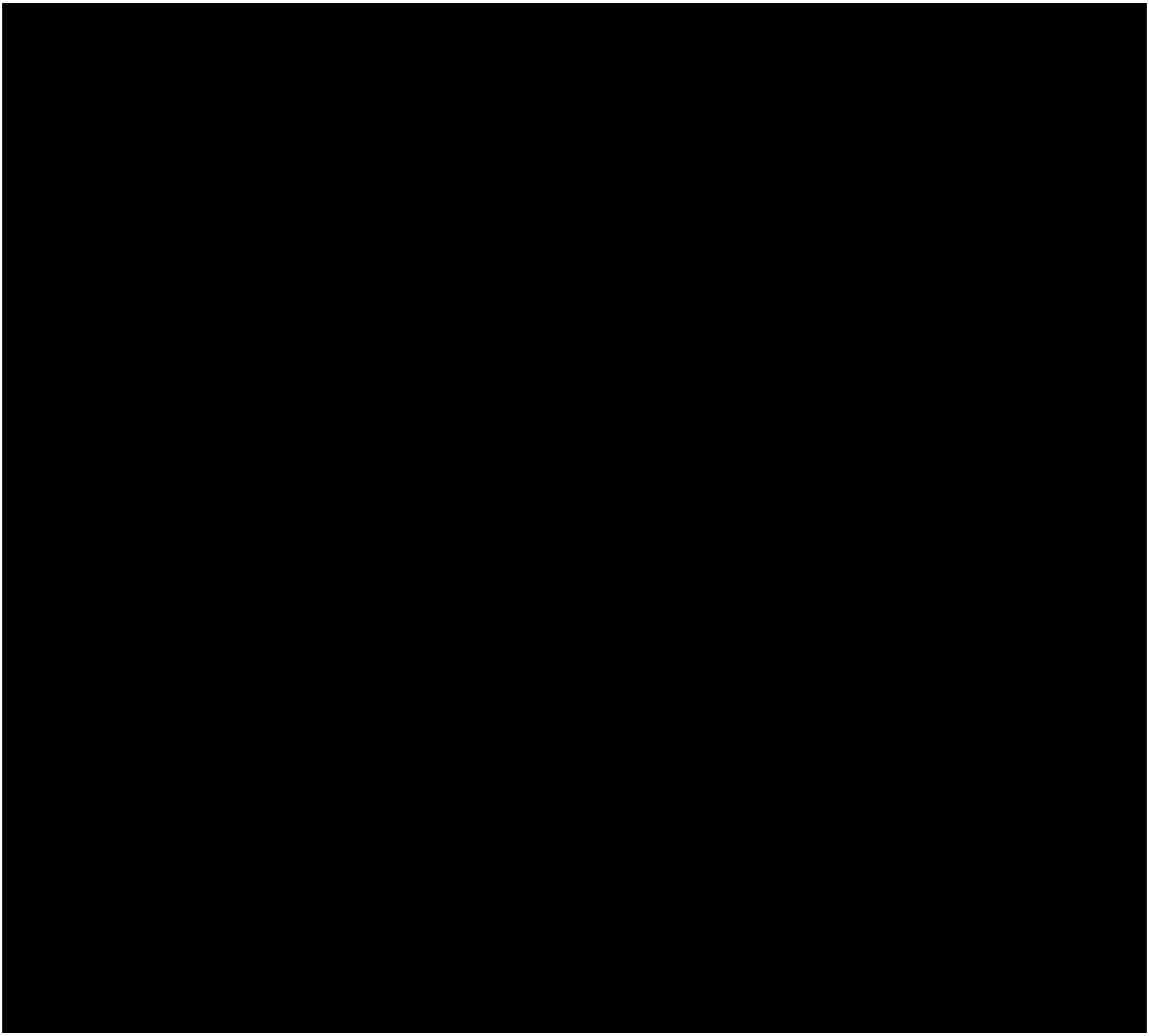


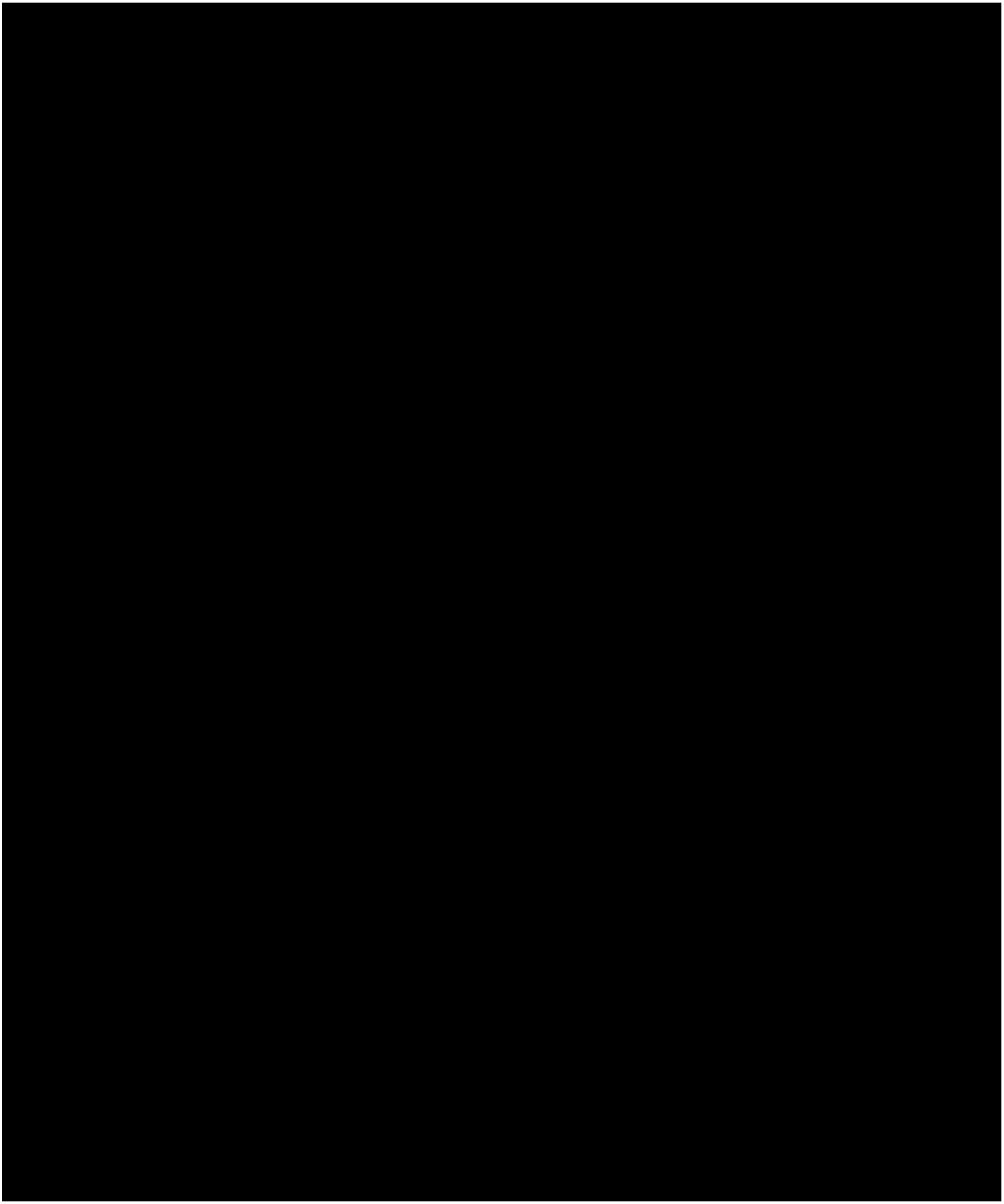


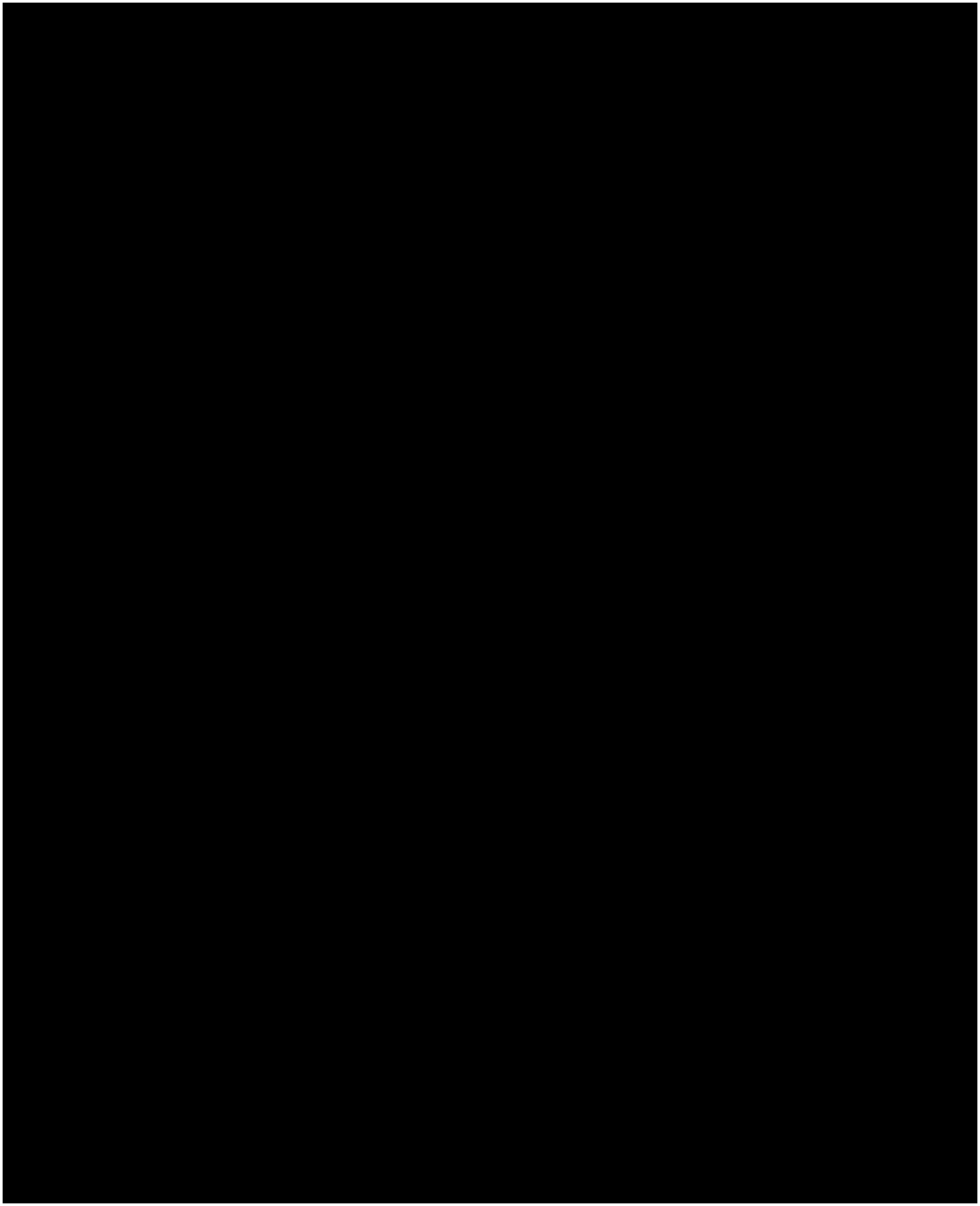
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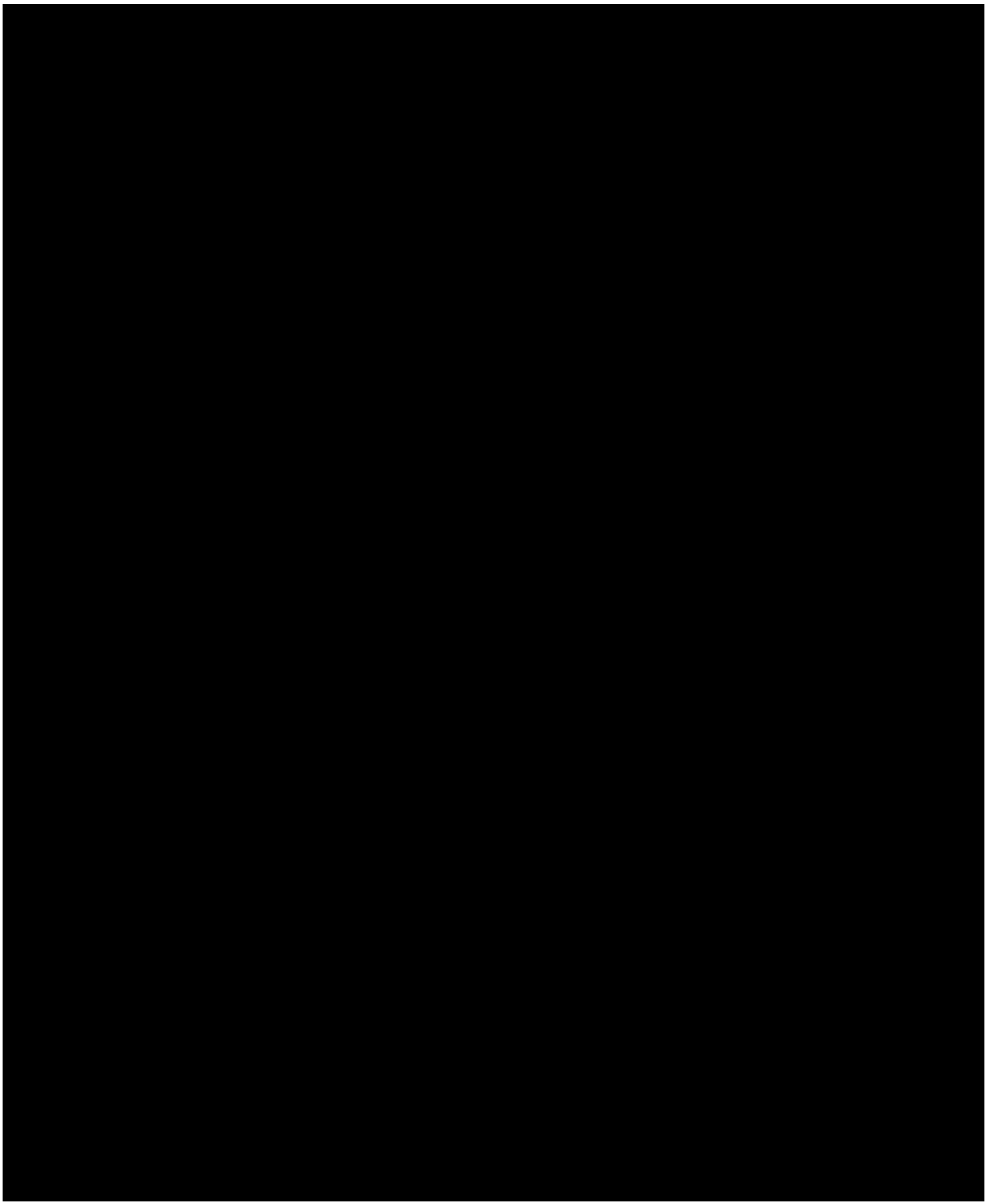


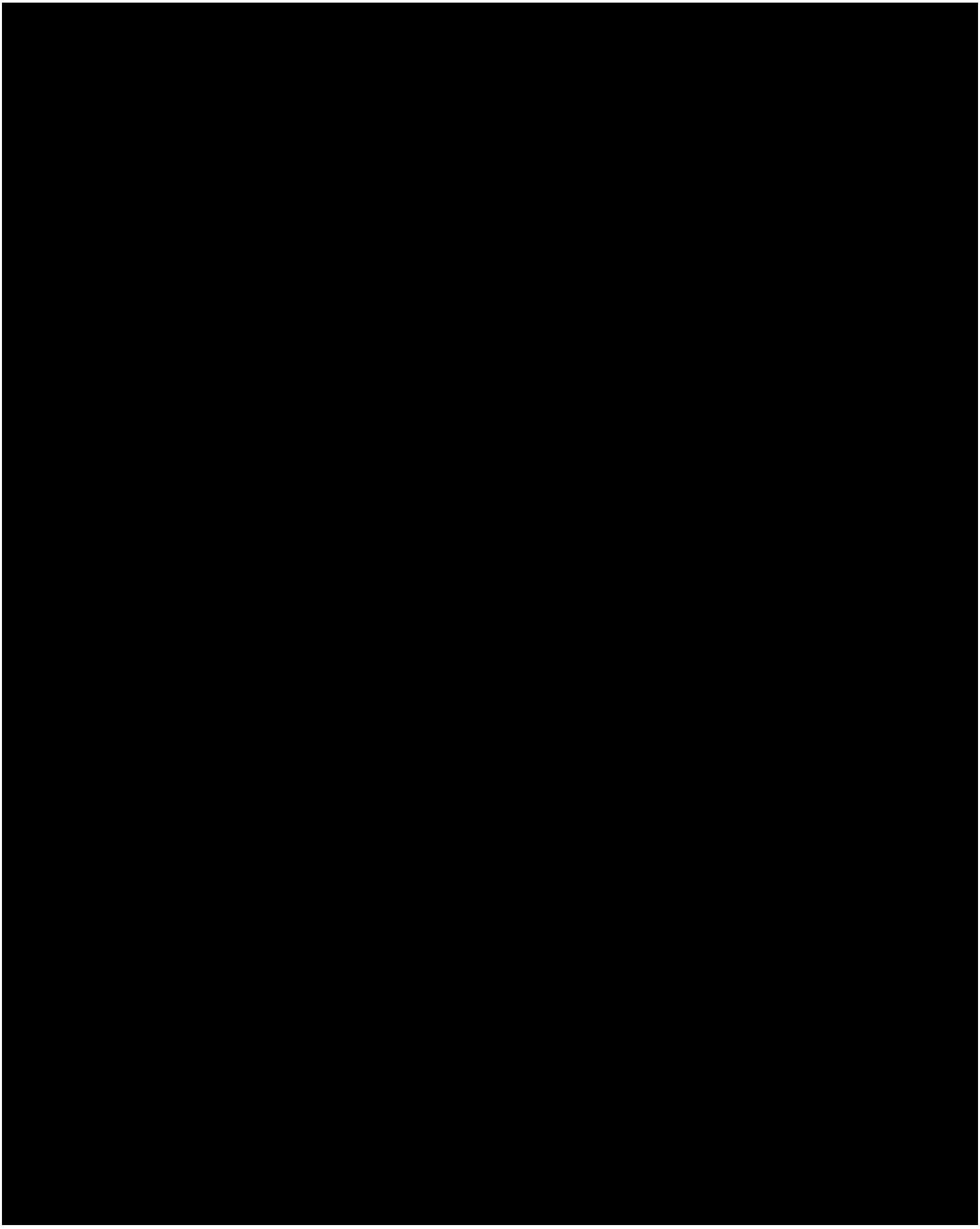


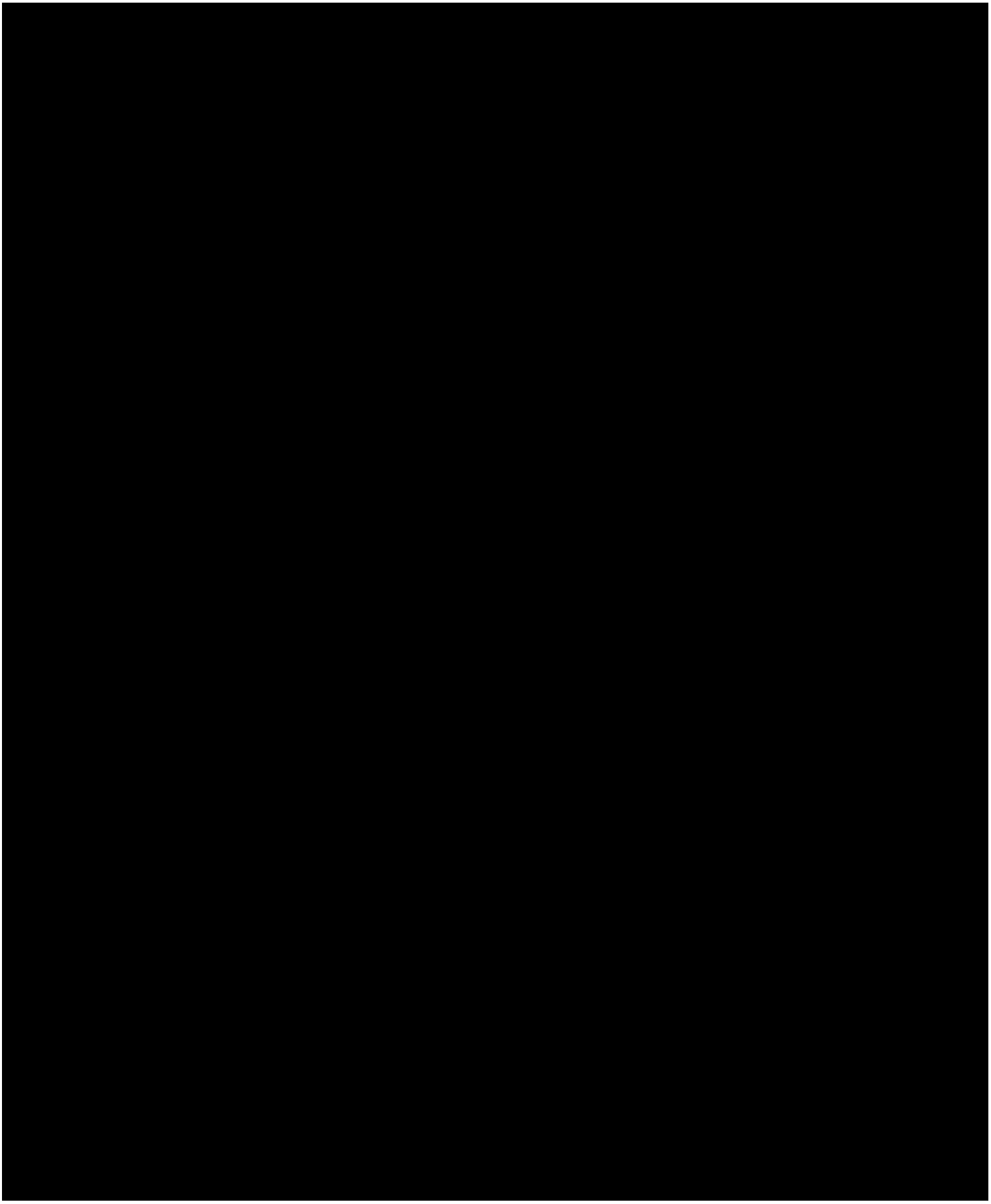


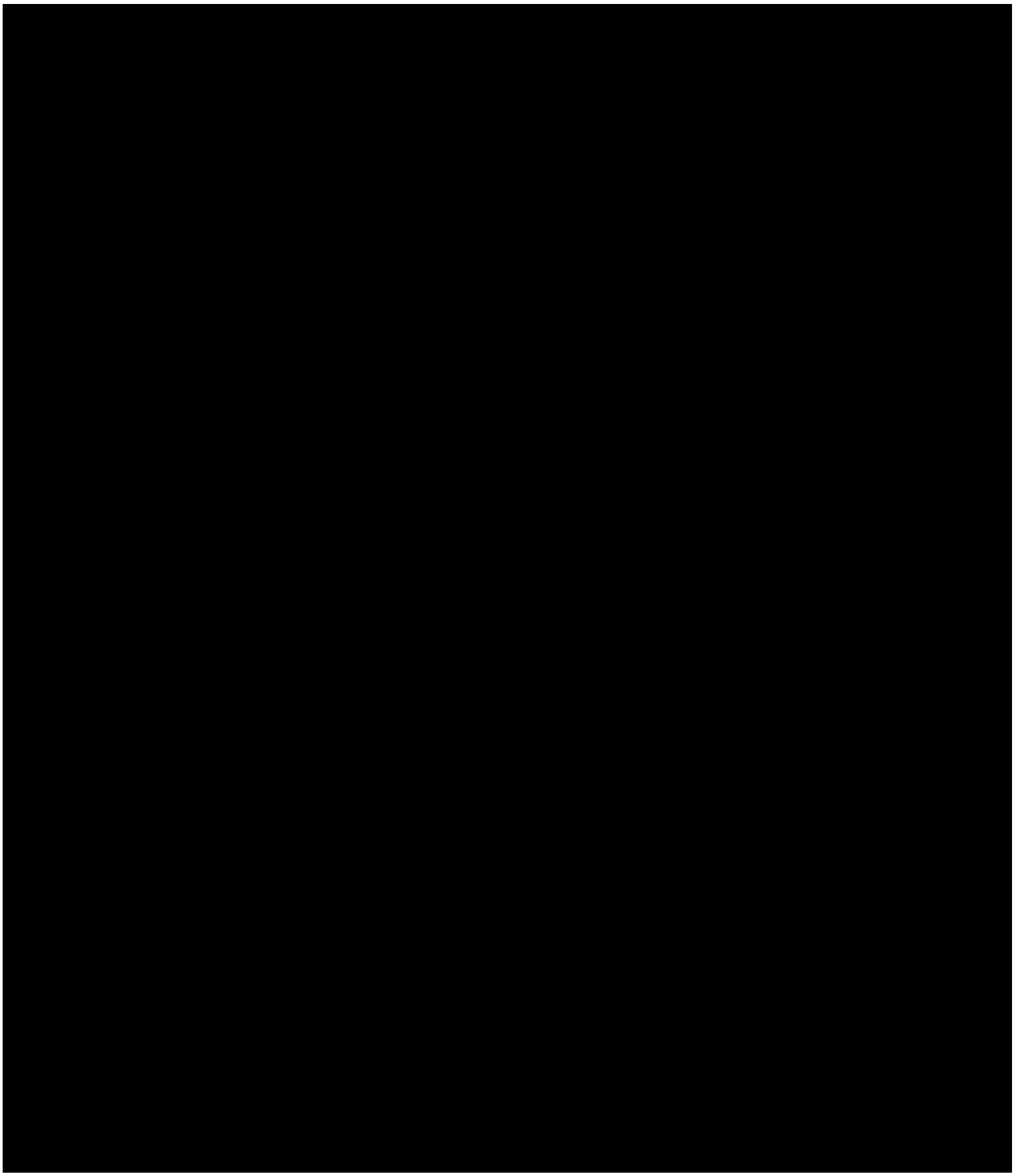


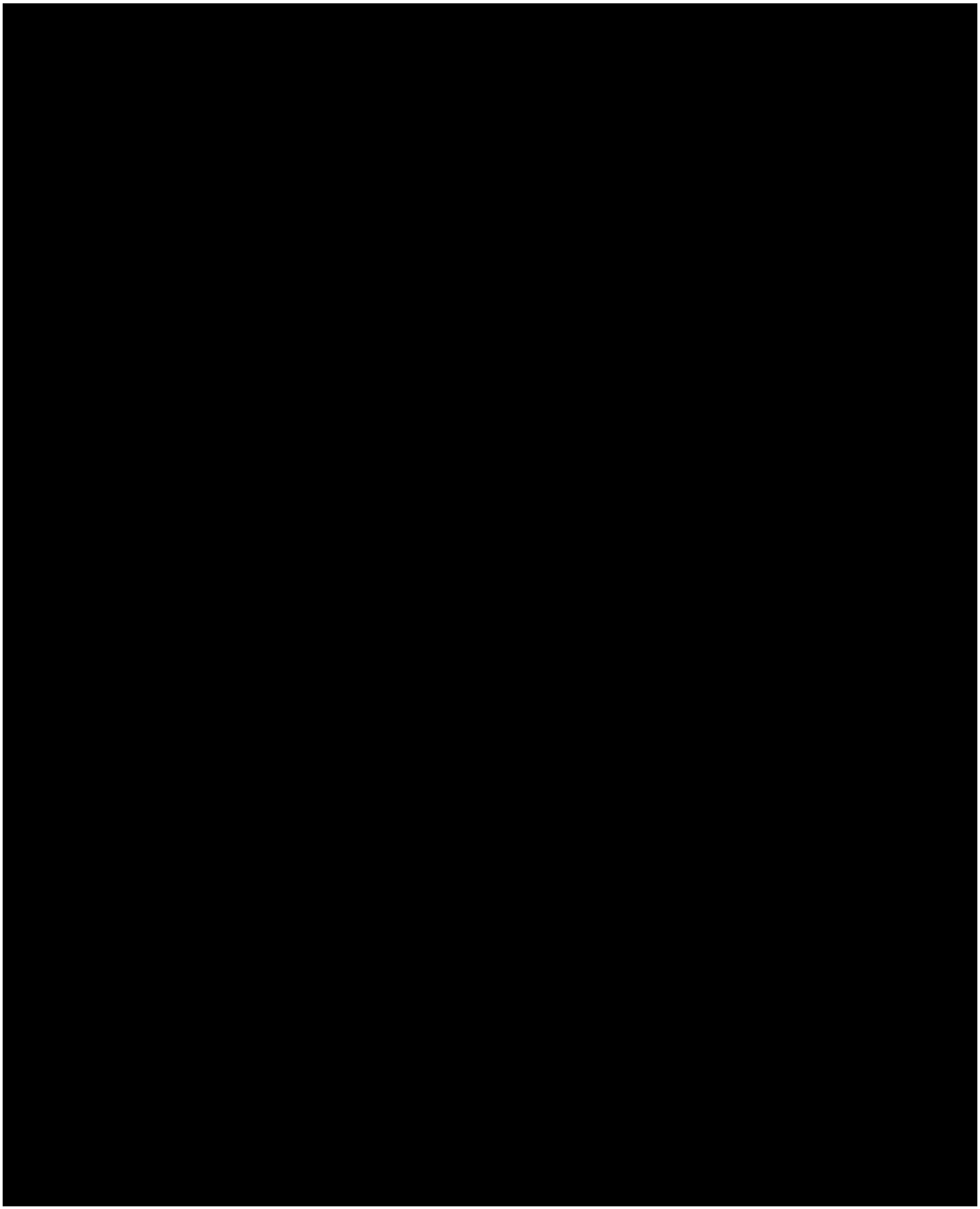


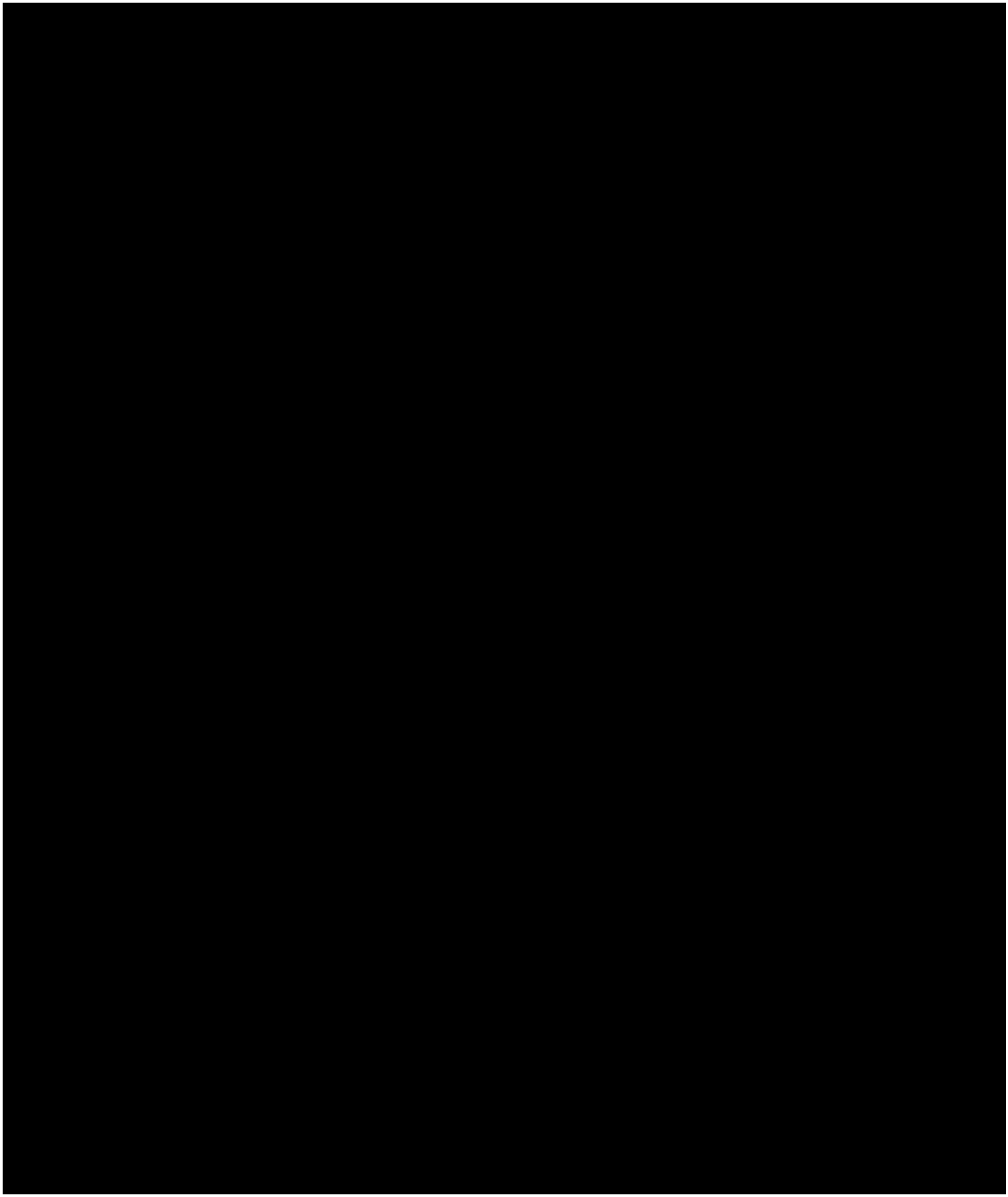


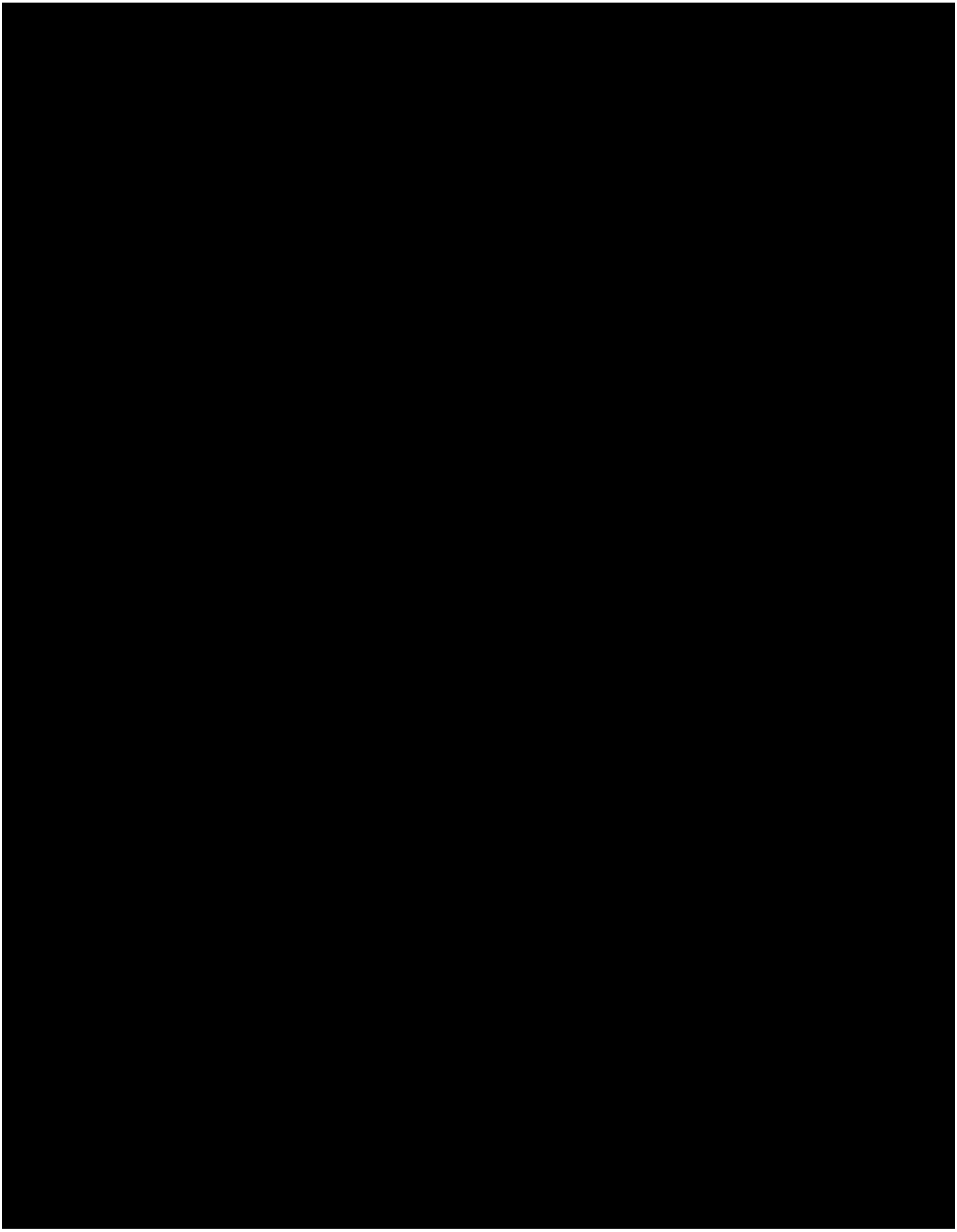


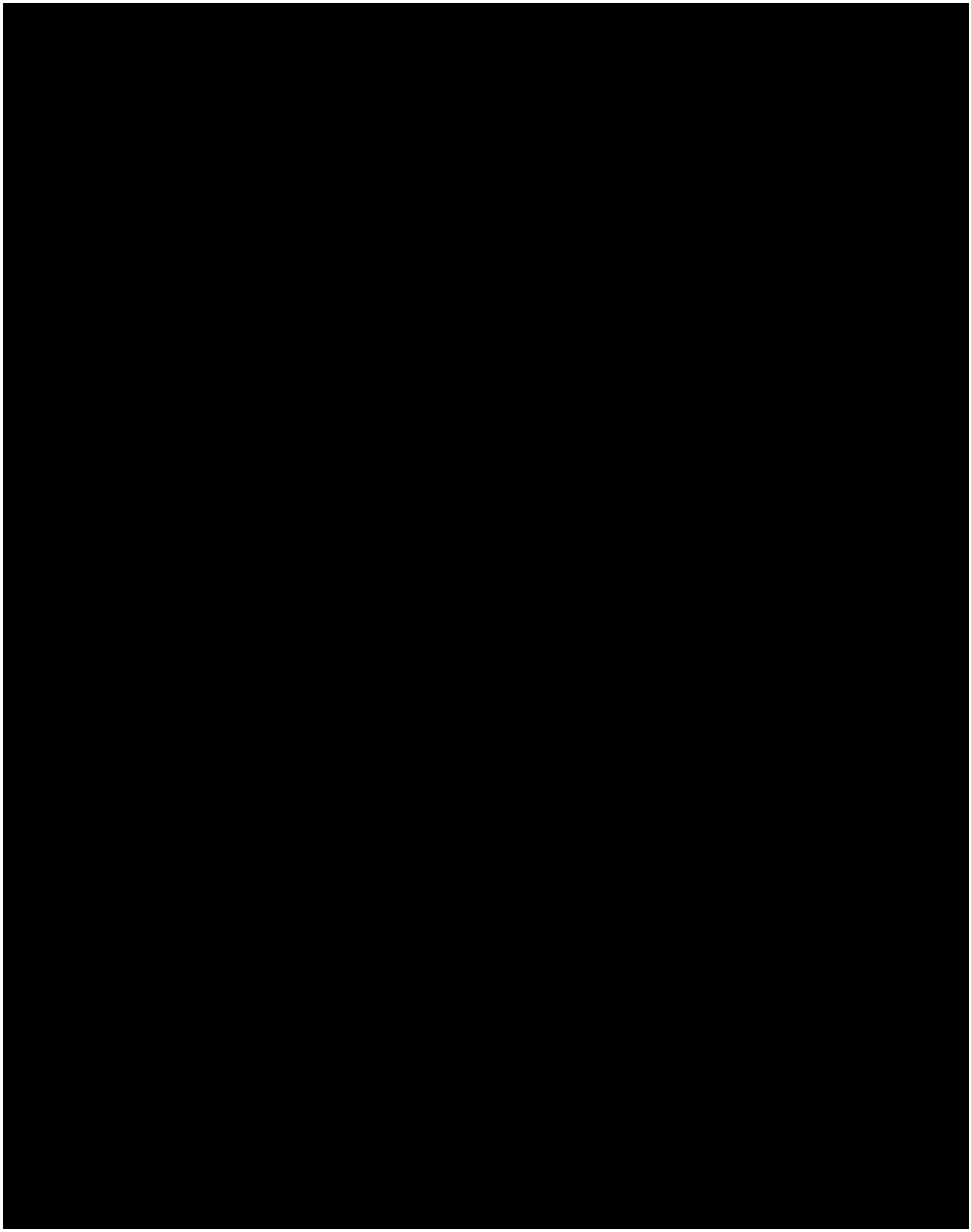


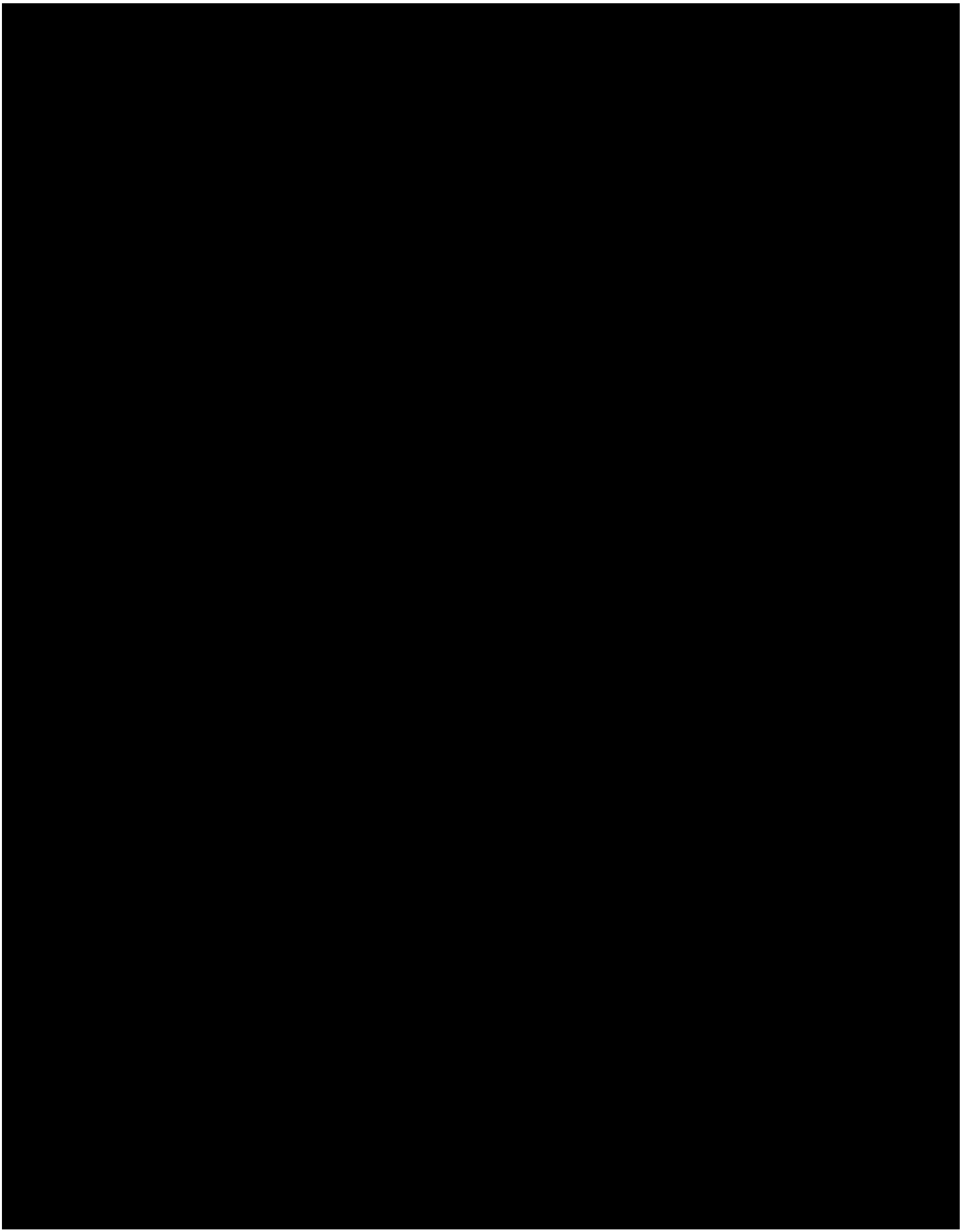


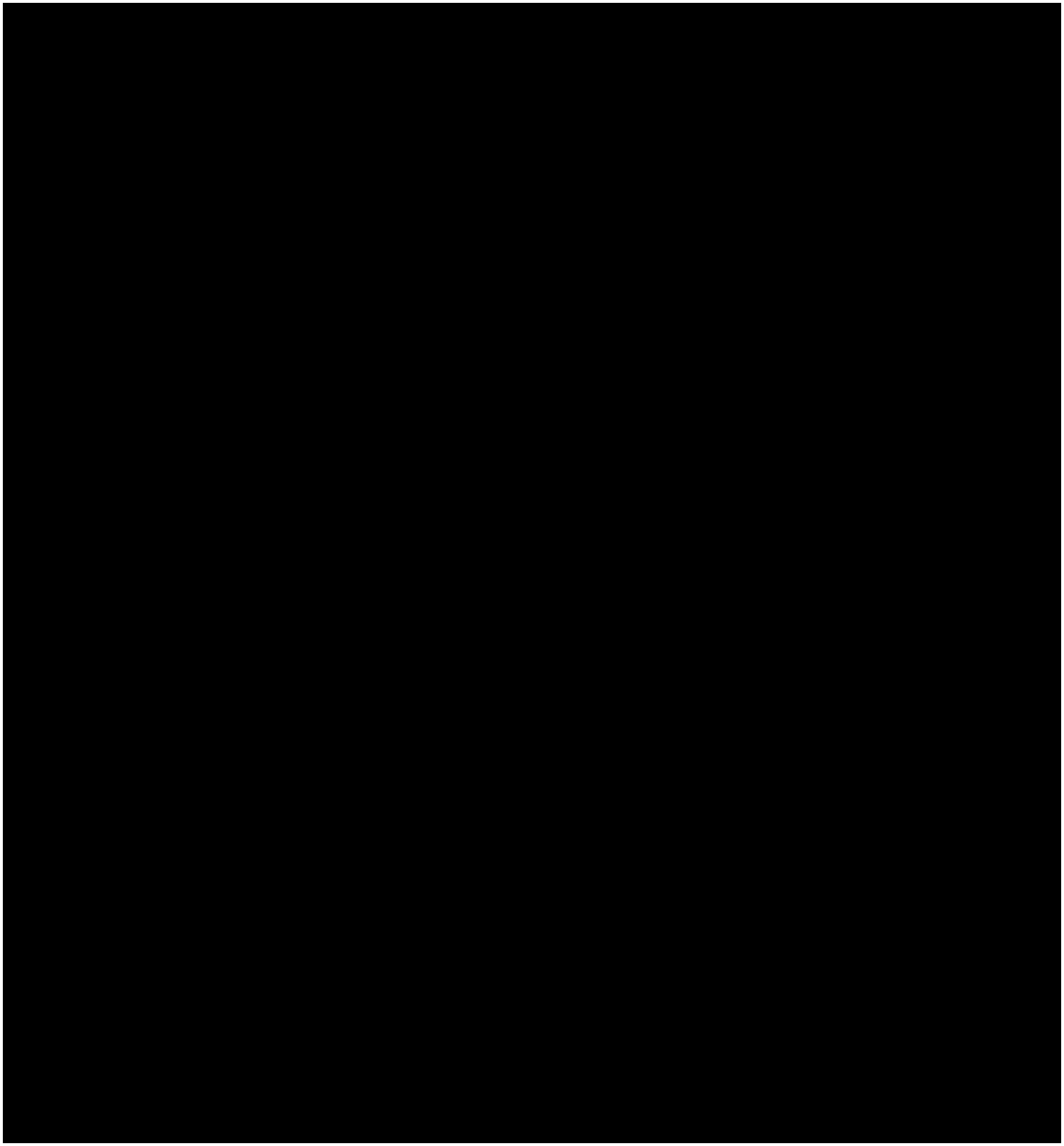


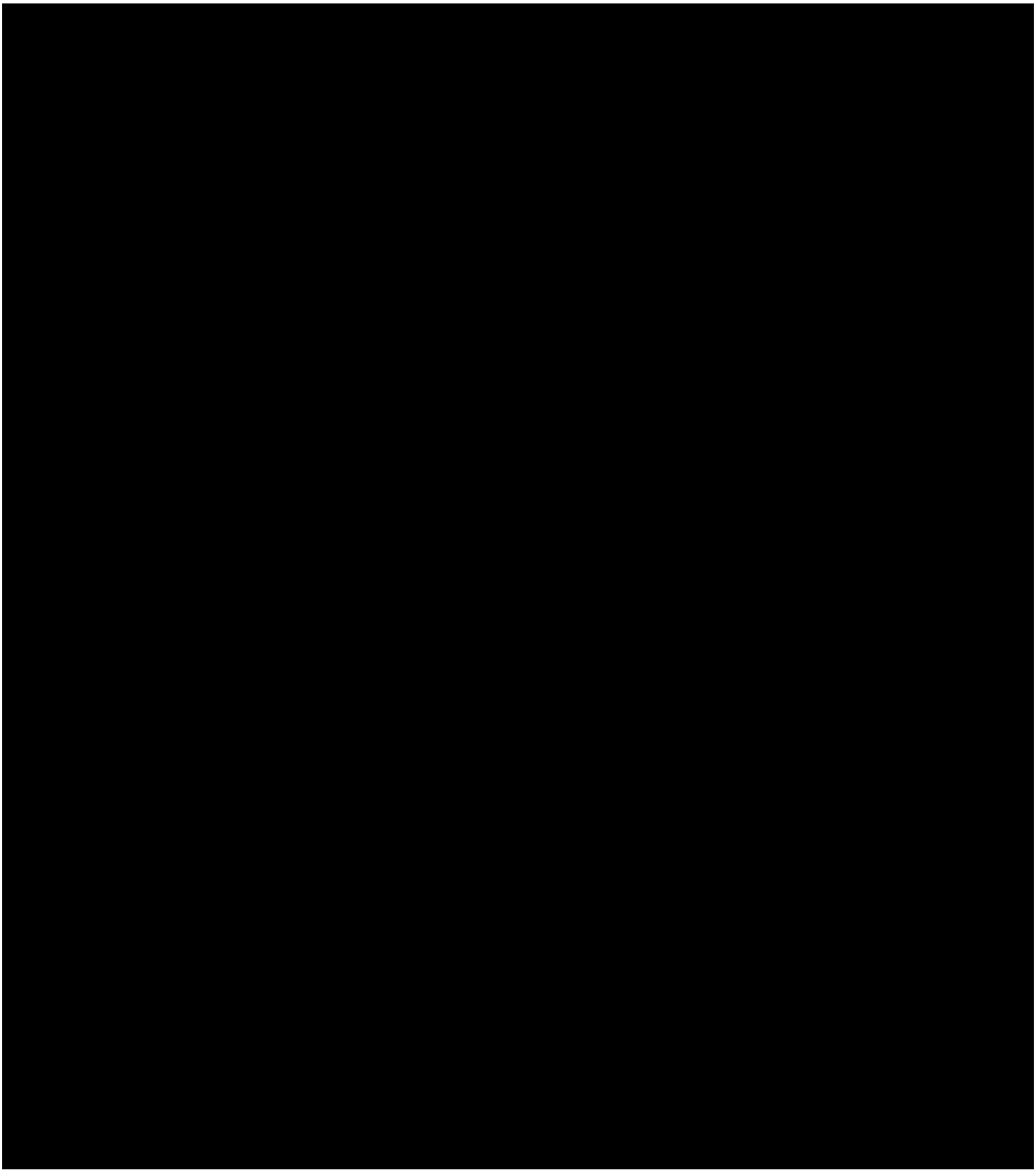


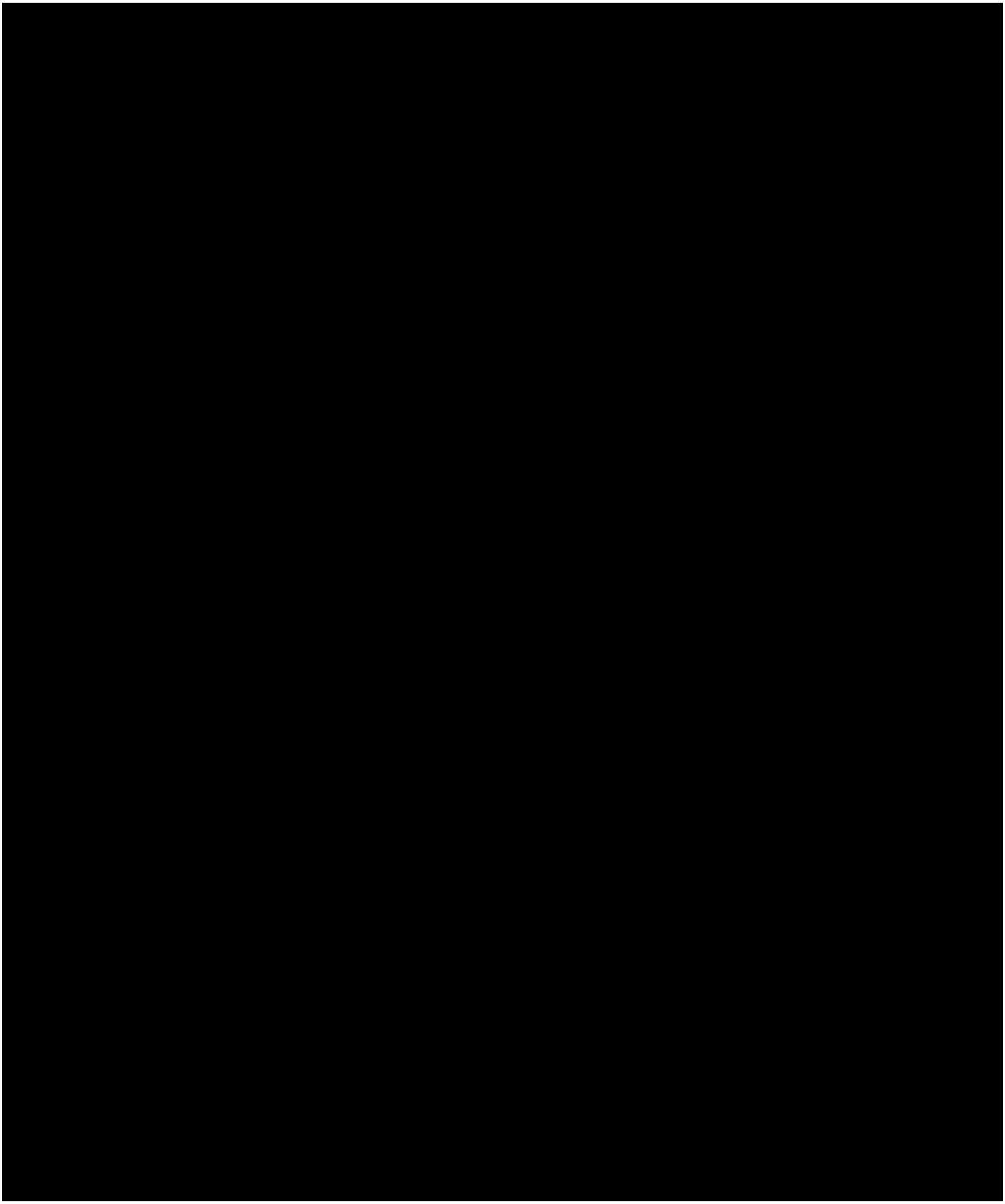






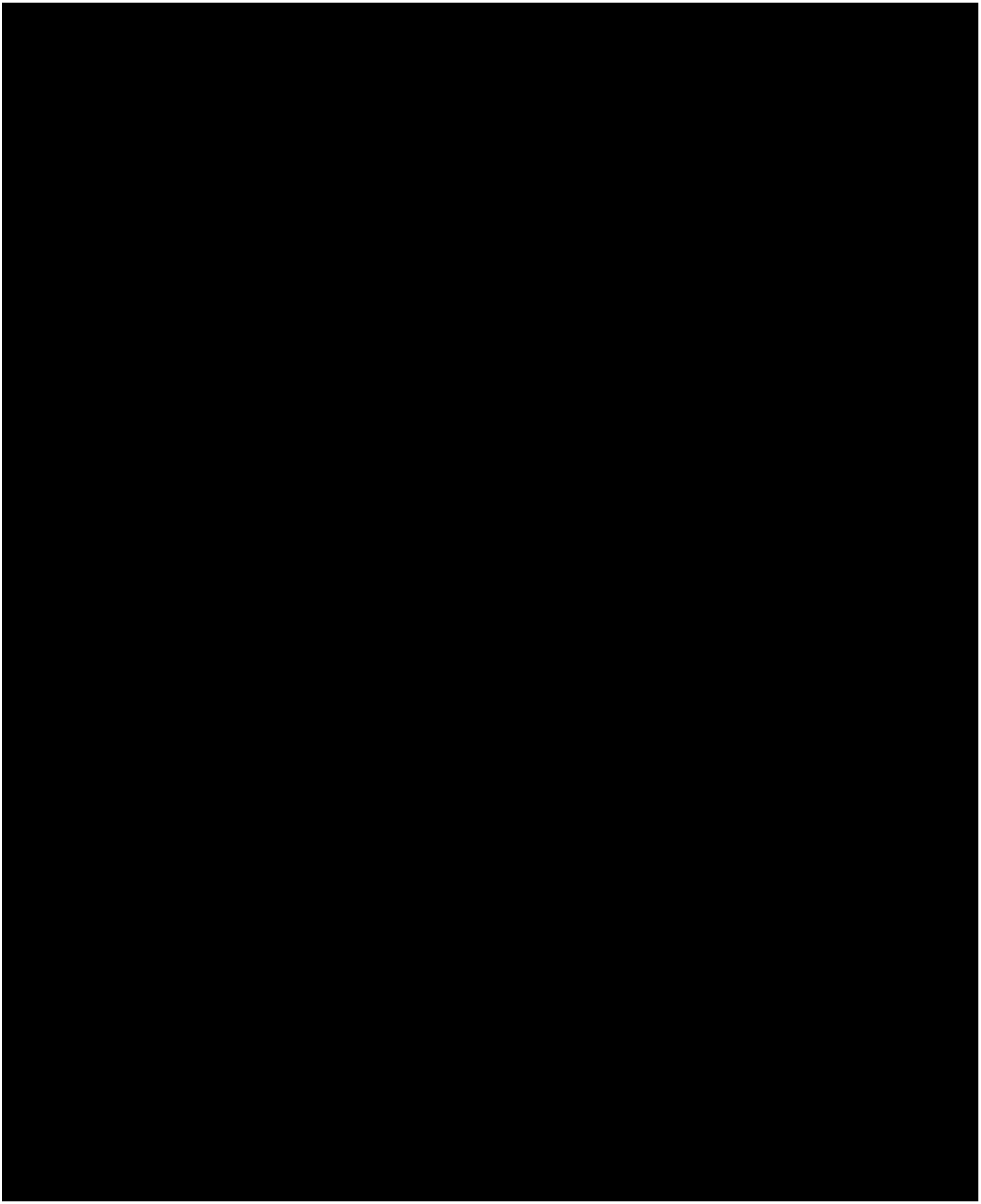


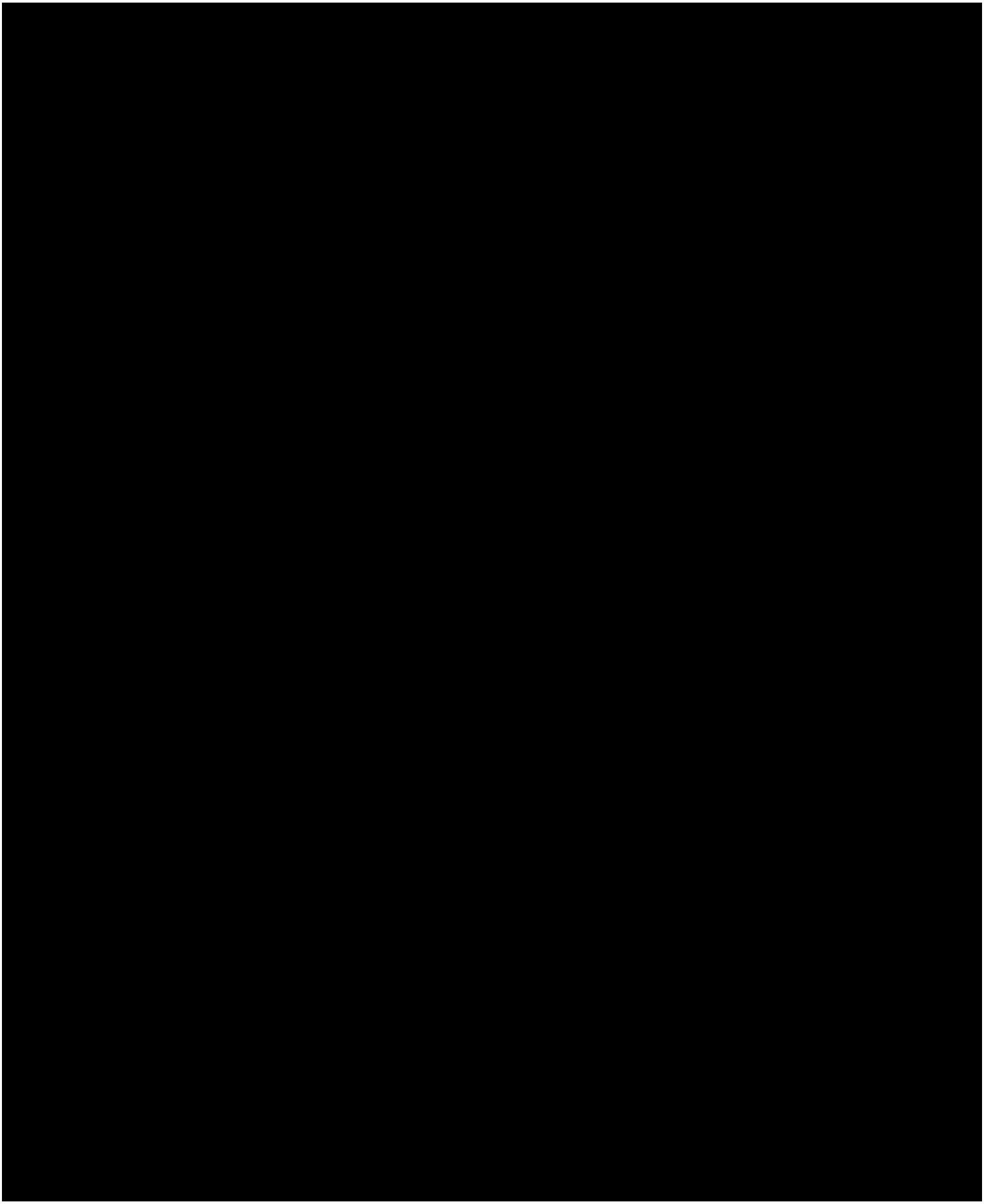


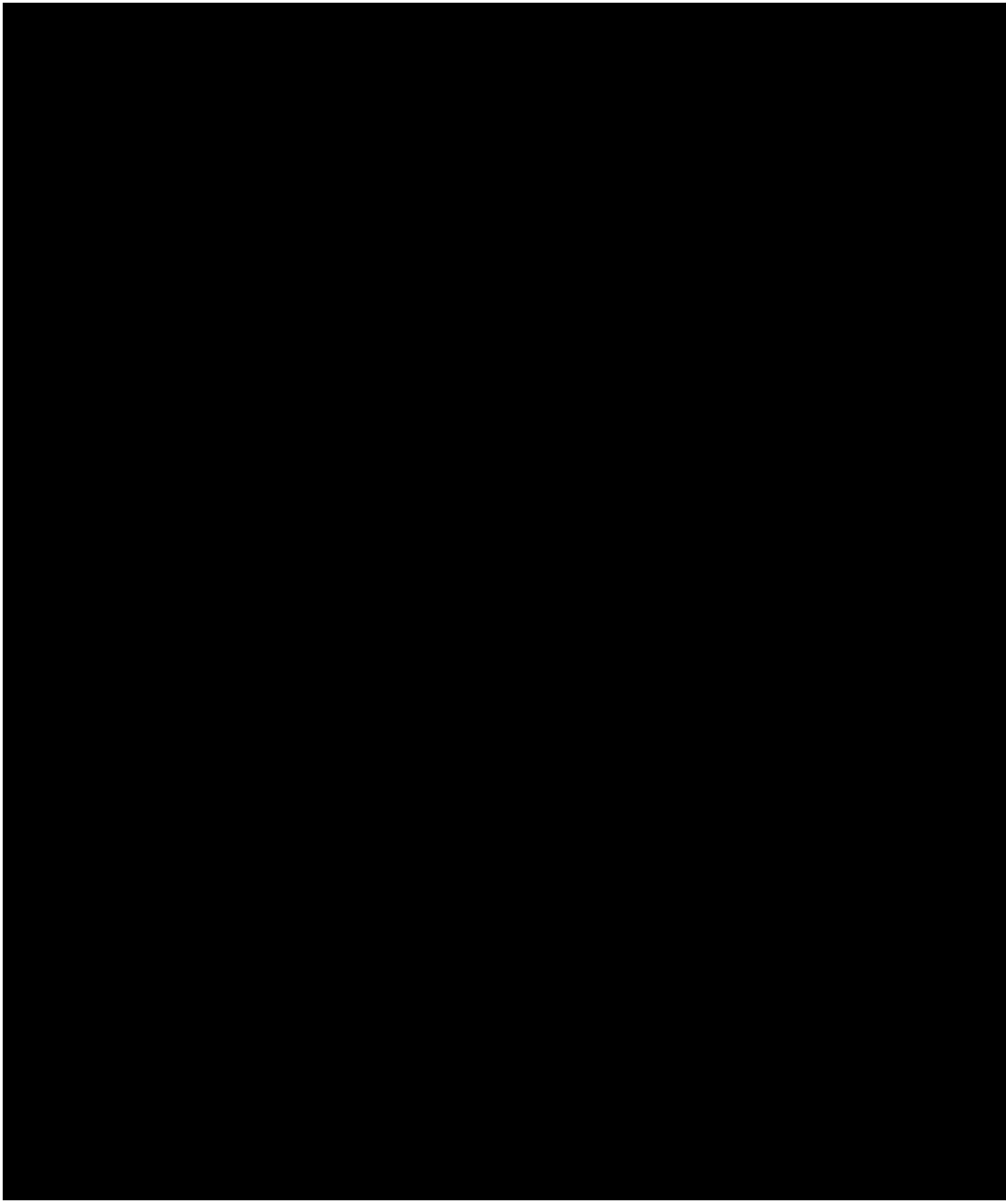


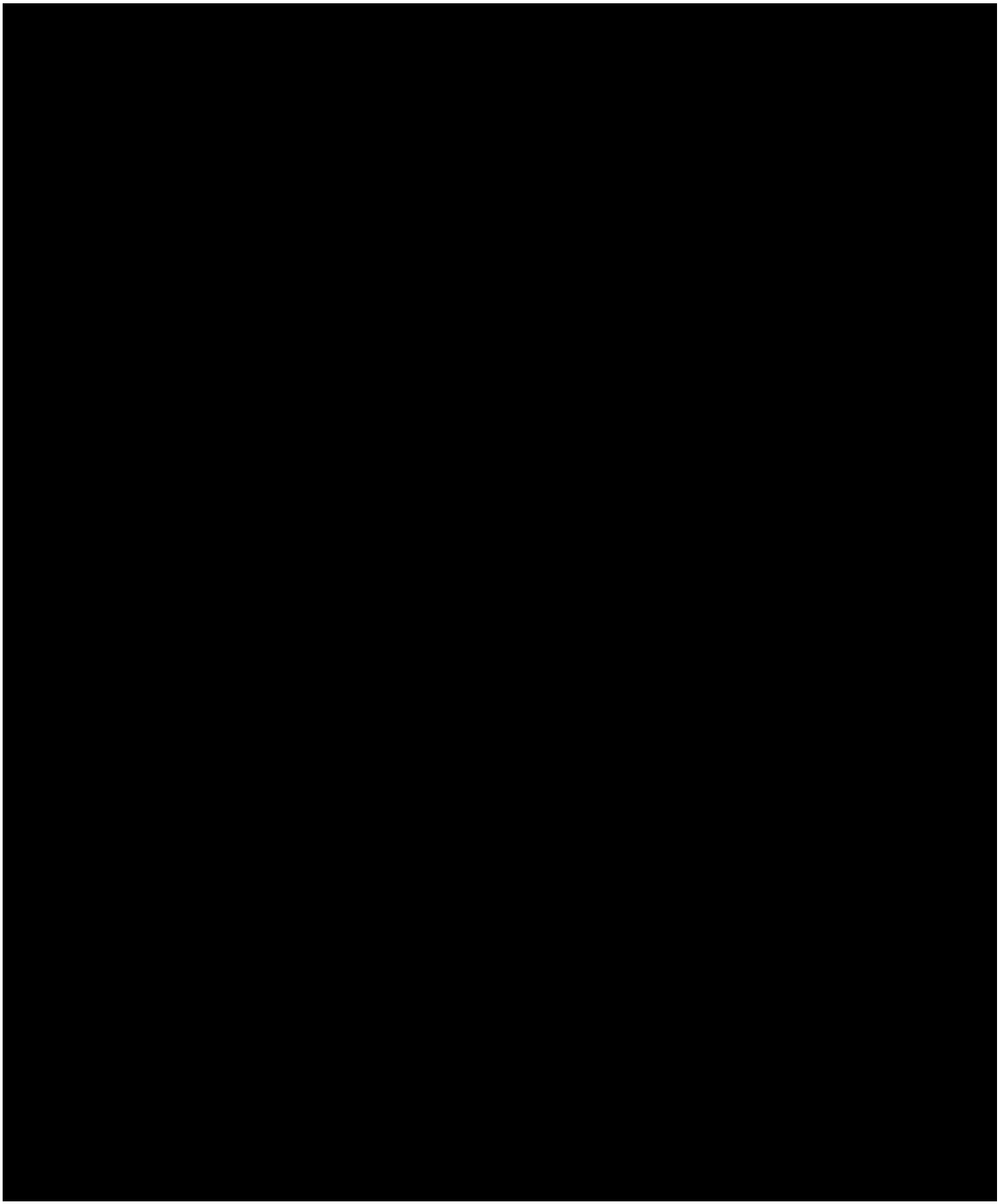










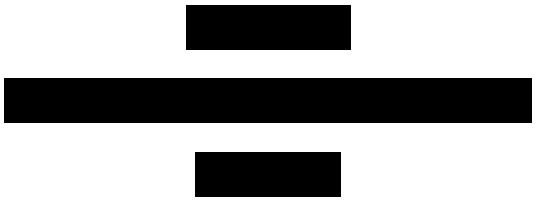






















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[redacted]

[redacted]

[redacted]

Terms and Conditions for Consulting Services: Westwood Professional Services Michigan, LLC [redacted]



TABLE OF CONTENTS



TERMS AND CONDITIONS FOR CONSULTING SERVICES

1. DEFINITIONS

The following terms have the following meanings:

A. [redacted]

B. "Agreement" means these Terms and Conditions, the document(s) issued by Company called the [redacted] and/or "Contract," the [redacted] listed in either the [redacted] and/or [redacted], and all other documents that the [redacted] and/or [redacted] specifically incorporate by reference into the Agreement.

C. [redacted]

D. [redacted]

E. "Company" means the DTE Energy Company entity stated on the first page of the Purchase Order and/or Contract.

F. "Company Representative" means the Company representative(s) identified in the Purchase Order and/or Contract.

G. "Contractor" means the person or legal entity with whom Company has entered into the Agreement.

H. "Contractor Personnel" means Contractor's employees, agents, Subcontractors and Suppliers (and their respective employees and agents), and any other personnel used by Contractor in performing Services under the Agreement.

I. [redacted]

J. [redacted]

K. [redacted]

L. "Services" means the specific service(s) performed by Contractor as set forth in the Agreement.

M. [redacted]

N. [redacted]

O. [redacted]

P. [redacted]

Q. [redacted]

2. SCOPE OF WORK

Contractor agrees to provide the Services as specified in the Agreement. Except as otherwise provided herein, Contractor may not perform extra services except pursuant to a [redacted].

3. INDEPENDENT CONTRACTOR

A. Contractor and all its employees, [redacted] and [redacted] are, with respect to Company, independent contractors. Except as otherwise expressly provided in the Agreement, Contractor shall furnish all labor and supervision and provide all equipment, materials, tools and supplies as are necessary or incidental to the complete performance of its obligations as required and described in the Agreement. Contractor shall be solely responsible for the performance, general direction, supervision, and efficient administration of the Services of Contractor Personnel. Any rights to inspect, reject, approve, or otherwise oversee the Services, or other similar provisions regarding the conduct of the Services, including safety rules and practices, are for Company's benefit only (and not for any other person or entity) and do not relieve Contractor of its responsibilities.

B. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, procedures, and coordination of all portions of the Services under the Agreement. Contractor shall be solely responsible for 1) payment of any and all wages, taxes, or benefits that are due and owing to Contractor Personnel, 2) computation of compensation, unemployment compensation, overtime, and fringe benefits, and 3) performance of such other duties and obligations as are required to comply with all applicable federal, state, and local laws, ordinances, rules and regulations.

4. HIRING AND SUBCONTRACTING

A. For Services performed within the U.S., Contractor shall not hire aliens who are unauthorized or ineligible for U.S. employment at Contractor, pursuant to the Immigration and Nationality Act as amended (INA). Contractor shall comply with the INA verification and retention requirements for its employees hired after November 6, 1986, and with such other applicable requirements of employers as have been or will be issued, pursuant to the INA, or pursuant to the authority of the Department of Homeland Security and U. S. Citizenship and Immigration Services (USCIS) or their successors.

B. Contractor will not assign, delegate, or subcontract any of its obligations or rights under the Agreement without the prior written consent of Company Representative. Any assignment, delegation or subcontract shall not relieve Contractor of 1) its responsibility to complete the Services in accordance with the terms of the Agreement, 2) its liability for any Services performed by Contractor Personnel, or 3) any other obligations that Contractor owes to Company.

C. Contractor shall incorporate the obligations of the Agreement (excluding the Licensed Software) into its respective subcontracts, agreements, and purchase orders (a copy of which is to be submitted to Company upon request). Company is the intended third party beneficiary of all contracts for design, engineering or consulting services, all trade contracts, subcontracts, purchase orders, and other agreements between Contractor and third parties. Contractor shall fully defend [redacted], indemnify and hold Company harmless from all acts or omissions of its Subcontractors.

5. [redacted]

[redacted]

6. [redacted]

[redacted]

[redacted]

7. [redacted]

[redacted]

8. [redacted]

[redacted]

9. [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

10. [redacted]

[redacted]

[redacted]

11. CONTRACTOR REQUIREMENTS

Contractor will comply with all Laws, including but not limited to1) the applicable Laws set forth on the [redacted] to these Terms and Conditions and attachments to the Agreement, 2) all applicable environmental and pollution control Laws, 3) Laws of bodies or tribunals having any jurisdiction or authority over the Services, 4) OSHA and MIOSHA, and 5) any rules or regulations of Company relating to health, safety, or performance of the Services [redacted]. If any discrepancy or inconsistency should be discovered between the Agreement and any such Laws, Contractor shall immediately report the same in writing to Company Representative. Contractor shall be responsible for Contractor Personnel's compliance with such Laws and shall be liable for all fines levied as a result of a violation of such Laws by Contractor or Contractor Personnel. Contractor shall immediately notify Company Representative if Contractor receives any notifications from governmental agencies alleging non-compliance with Laws or if Contractor becomes aware of any public hearings related to the Services.

12. CONFIDENTIALITY

A. Contractor recognizes and acknowledges that all information Company discloses to Contractor or which Contractor may have access during Contractor's performance of the Agreement is considered proprietary and confidential by Company, unless otherwise designated. Such information shall be used by Contractor only in connection with performing the Services and shall remain the property of Company. Contractor shall disclose such information to Contractor Personnel only to the extent necessary to perform the Services or other obligations under the Agreement. Contractor shall advise such persons of the existence of the Agreement, of the confidential nature of the information and of Contractor's obligations regarding same under the Agreement. Except as otherwise provided herein, Contractor and Contractor Personnel shall not, without permission of Company, disclose such proprietary or confidential information to any third party for any reason or purpose whatsoever. In the event of a breach or threatened breach of this Section by Contractor or Contractor Personnel, Company shall be entitled to an injunction restraining such conduct. Nothing herein shall be construed as prohibiting Company from pursuing any other remedies available to Company for such breach or threatened breach. Contractor shall be responsible for any breach of these confidentiality obligations by Contractor Personnel.

B. Contractor and its employees shall not be required to protect or hold in confidence any such information which 1) becomes known to the public through no act or omission of Contractor or Contractor Personnel, 2) is ordered to be disclosed by a court or administrative agency, 3) is thereafter developed independently by Contractor, [redacted].

C. In the event that Contractor is requested or required under compulsion of legal process to disclose such information, Contractor shall not, unless required by law, disclose the information until Company has first 1) received prompt written notice of such request or requirements to disclose, and 2) had an adequate opportunity to obtain a protective order or other reliable assurance that confidential treatment shall be accorded to the Confidential Information. Contractor shall not oppose actions by Company to assure such confidential treatment.

D. No publications or advisements concerning the subject matter of the Agreement, Company's name and/or logo or photographs of the Services or Company property or portions thereof shall at any time be made by or on behalf of Contractor or Contractor Personnel, unless prior written authorization therefore is obtained from Company Representative.

13. [redacted]

[redacted]

14. [redacted]

[redacted]

15. [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

16. [redacted]

[redacted]

17. [redacted]

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18. [redacted]

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19. [redacted]

[redacted]

[redacted]

[redacted]

20. [redacted]

[redacted]

21. [redacted]

[redacted]

22. [redacted]

[redacted]

23. RECORDS AND AUDITS

Company or its authorized representative shall have access to Contractor's records to review, audit, and verify any information connected with the Agreement for a period of three years after the calendar year in which the work is completed. Contractor will provide Company or its authorized representative with access to all personnel, property, books, and records necessary to effectuate such audits. Contractor shall keep all records in an electronic format and be able to transmit them to Company in an electronic native-file format as well as Adobe Portable Document Format (PDF). All documents and records shall be provided to Company at no additional cost. Company has the right to use general audit software and other reporting tools to analyze the data.

24. [redacted]

25. [redacted]

26. [redacted]

27. [redacted]

28. [redacted]

29. [redacted]

30. [redacted]

31. [redacted]

32. GOVERNING LAW AND JURISDICTION

The Agreement, and the rights, obligations and liabilities of the parties hereto shall be construed in accordance with the law of the State of Michigan or the location of the Company Site where Services are performed, as applicable, without regard to its conflict of law principals. The parties agree that any action with respect to the Agreement shall be brought in a court of competent subject matter jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.

33. ENTIRE AGREEMENT

A. The Agreement represents the entire agreement between the Company and Contractor respecting the Services and no modification of the Agreement shall be effective unless by a Change Order. Any agreements, negotiations, or understandings of the parties prior or contemporaneous to the date of the Agreement, whether written or oral, are superseded by the Agreement.

B. Any document submitted by Contractor (including any Contractor document referenced in the Agreement) is used solely for the purpose of describing the Services and, to the extent containing any terms in addition to or inconsistent with the terms of the Agreement, or a rejection of any terms of the Agreement, shall be deemed to be a counteroffer to Company and shall not be binding upon Company unless specifically accepted in writing by Buyer. In the absence of written acceptance of such counteroffer by Company, commencement of performance by Contractor shall be deemed to be an agreement by Contractor to perform in accordance with the terms of the Agreement and an acceptance hereof, notwithstanding any prior dealings or usage of trade.

34. ON-SITE SERVICES

If the Agreement requires Contractor to be physically present on any Company site, Contractor shall also comply with the provisions set forth in the [redacted].

35. [redacted]

36. FEDERAL CONTRACTING REQUIREMENTS AND FOREIGN CORRUPT PRACTICES ACT

Contractor shall comply with the Federal Contracting Requirements and Foreign Corrupt Practices Act as set forth on the [redacted], which may be modified by Company from time to time to conform to any change in law.

37. BACKGROUND INVESTIGATION REQUIREMENTS

Contractor shall comply with the requirements set forth on the [redacted], which may be modified by Company from time to time to conform with any change in law.

38. [redacted]

39. [redacted]

40. [redacted]

41. DIVERSITY, EQUITY, AND INCLUSION

Company is committed to utilizing a diverse supplier base, which includes businesses that are owned and operated by: Women, Minorities (African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Subcontinent Asian Americans), Veterans, Service-Disabled Veterans, and members of the LGBT Business Community. Company expects Contractor will have similar values and work toward a goal of sourcing at least 20% spend with diverse businesses. Company requests that, upon invitation by Company's Supply Chain representative, Contractor submit Tier II* diversity subcontracting spend into Company's third-party reporting platform. Contractor must provide an annual subcontracting plan that identifies spend goals with diverse businesses.

*Tier II spend is defined as work subcontracted by a Prime supplier to a diverse supplier. Spend could be "direct" or "indirect". Direct spend is defined as materials or services directly related to the Company deliverable, for example engineering services or a component for equipment. Indirect spend is defined as services utilized by the Prime supplier that are not directly related to the Company deliverable. For example, if Prime supplier utilizes a diverse supplier to perform landscaping services at their headquarters, Company would track percentage of spend contributing to the Prime supplier's revenue (e.g., if Company represents 20% of Prime supplier's revenue and Prime supplier spent $100,000 with diverse supplier, Company would recognize $20,000 as indirect purchasing spend).

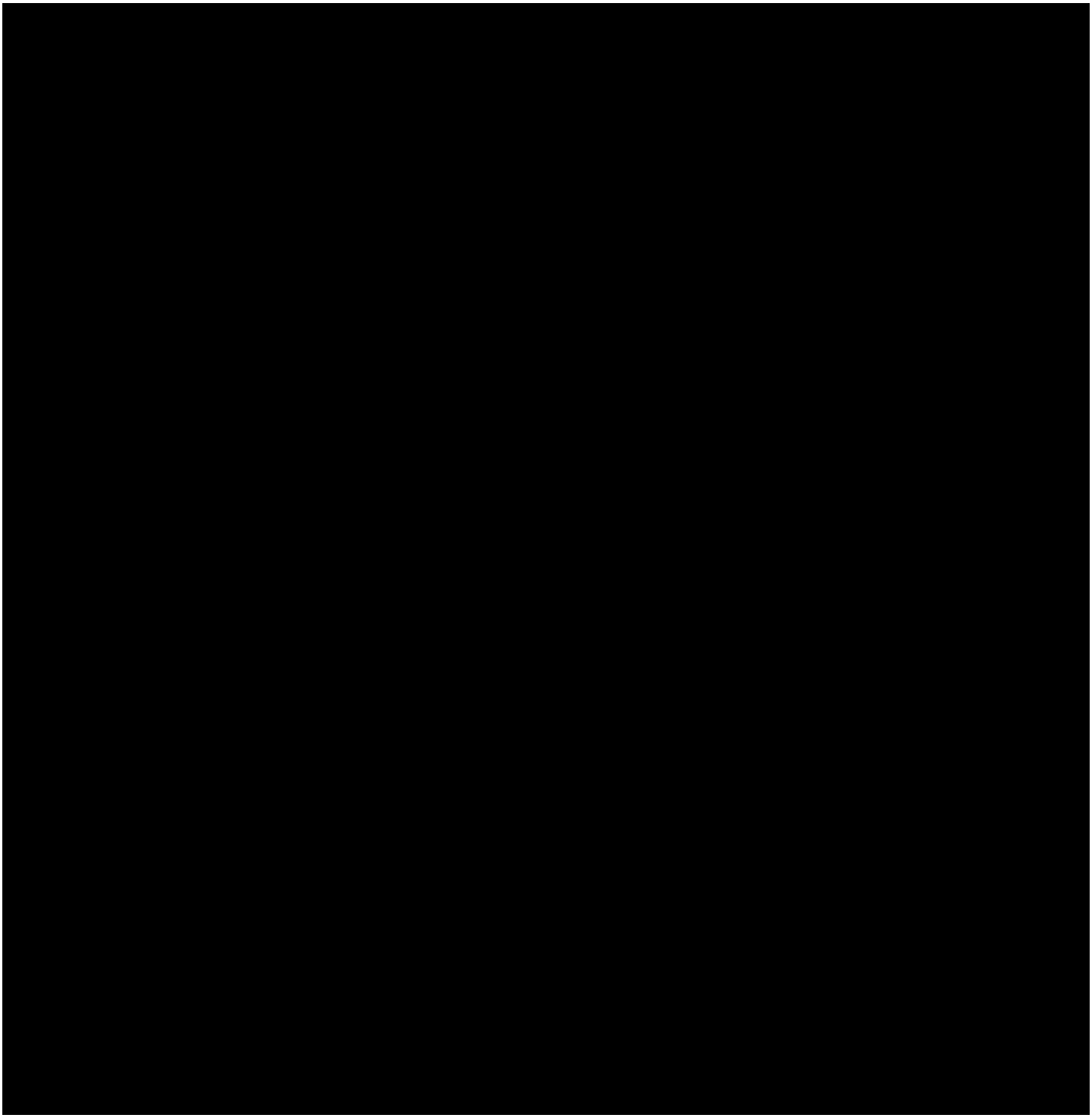
When Scorecards are utilized to monitor Contractor's performance, Company will track Contractor's commitment to achieving Tier II spend goals established for scope of work. In addition, Contractor shall report participation in the following (which may include, but not be limited to):

- In-house "Trades-related" training that Contractor provides to local communities
- "Michigan-based" participation with student programs and mentoring
- Community outreach programs

In support of Diversity, Equity and Inclusion, Contractors are encouraged to hire a diverse workforce to gain new perspectives. Diversity includes hiring people across the spectrum of age, race, gender, ethnicity, sexual orientation, cultural backgrounds and more.

42. [redacted]

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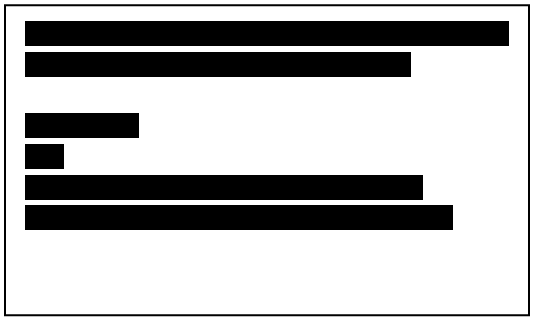
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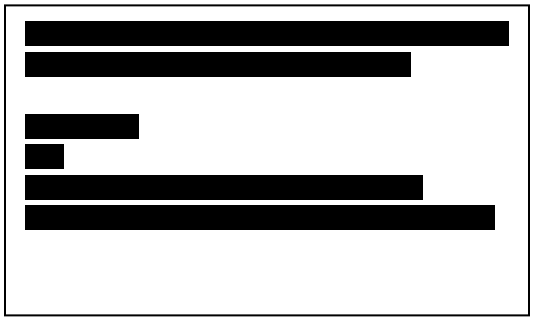
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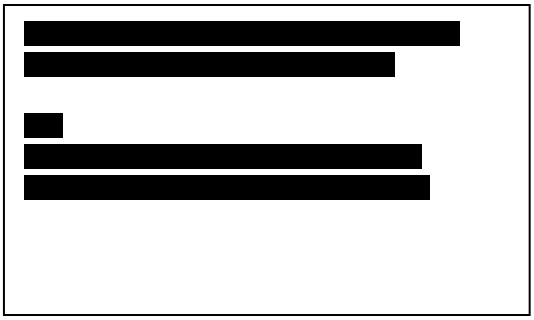
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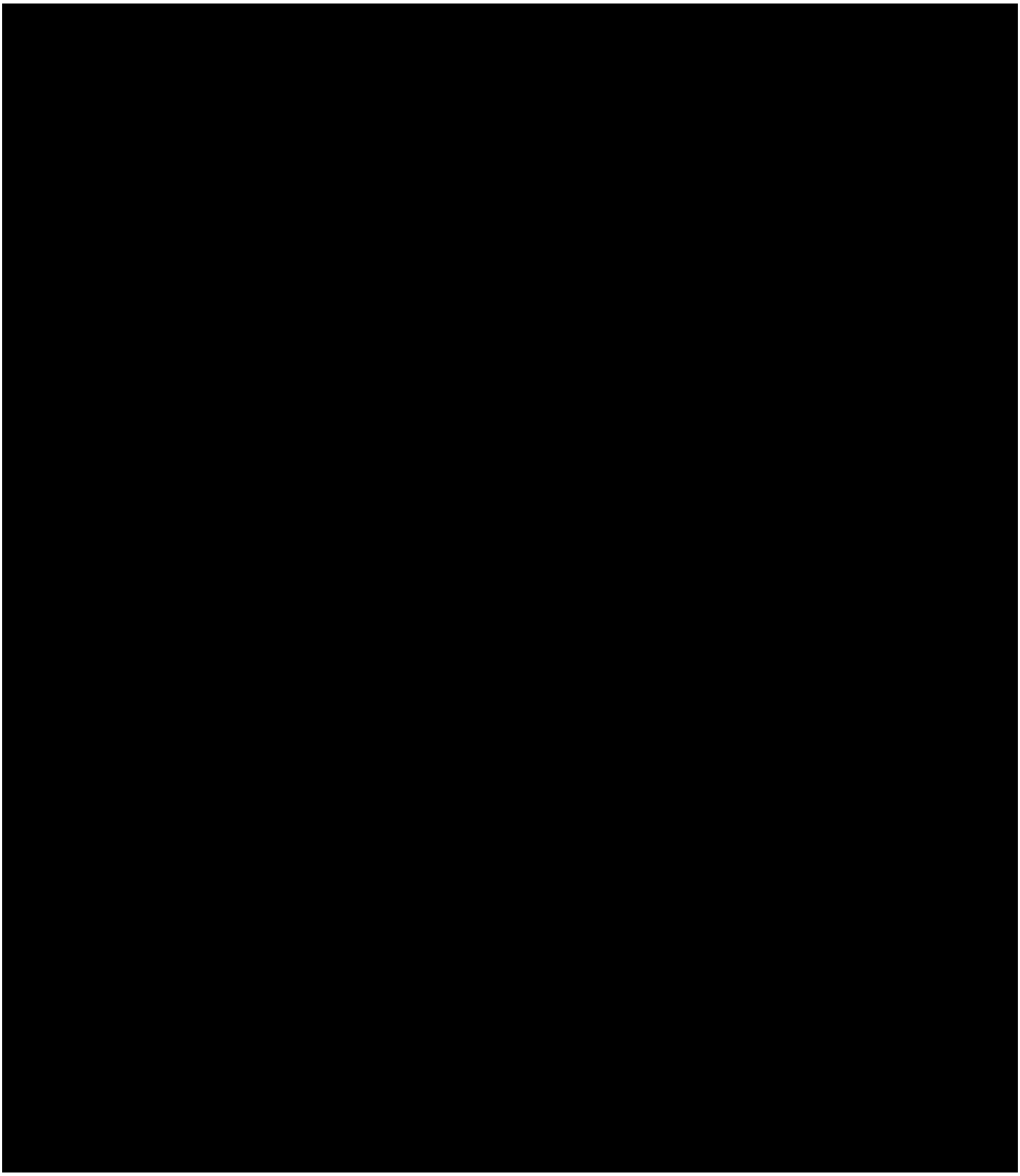
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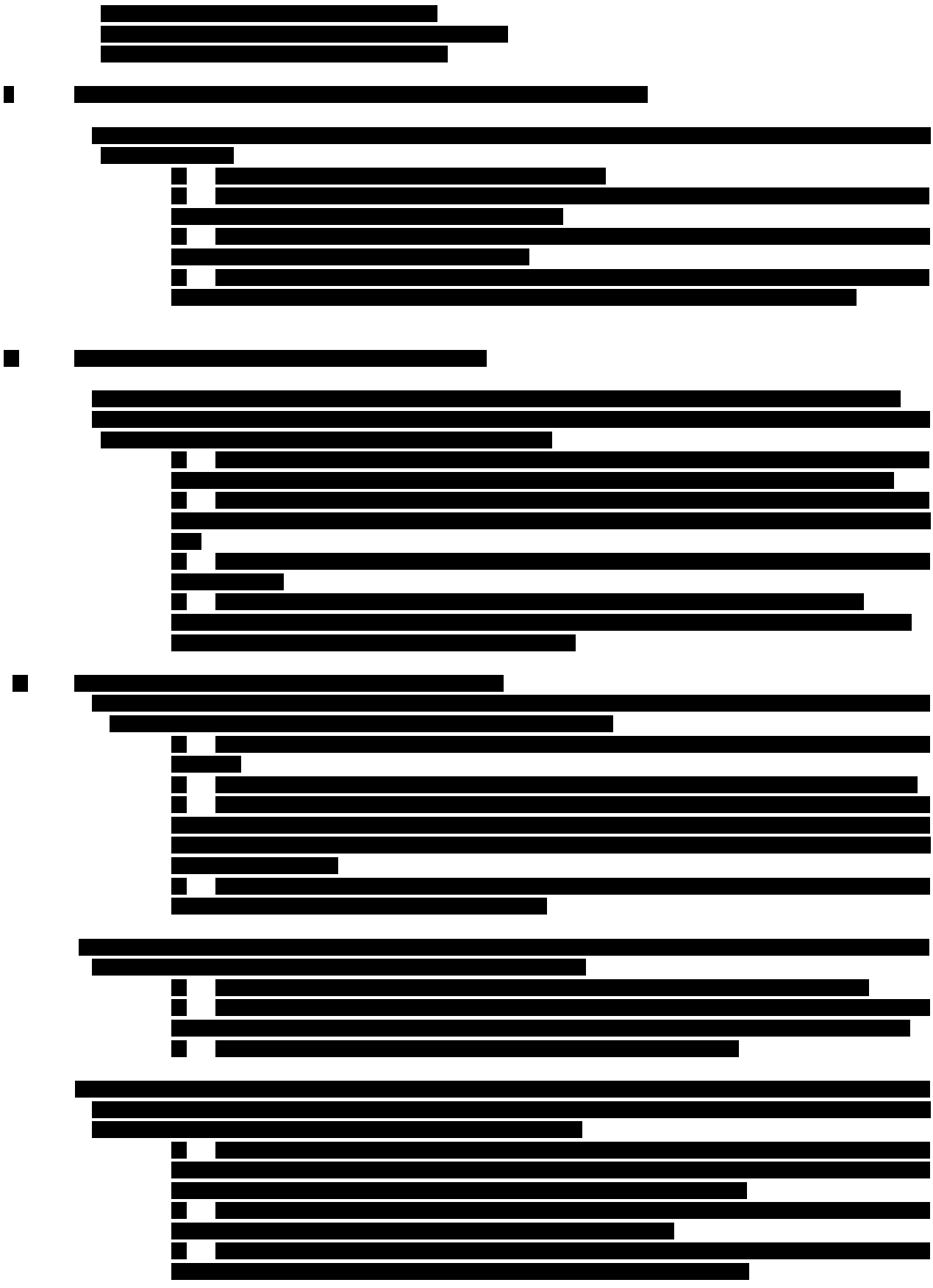
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Exhibit 1 - Attachment C

Tariff Impacts Identified by Suppliers

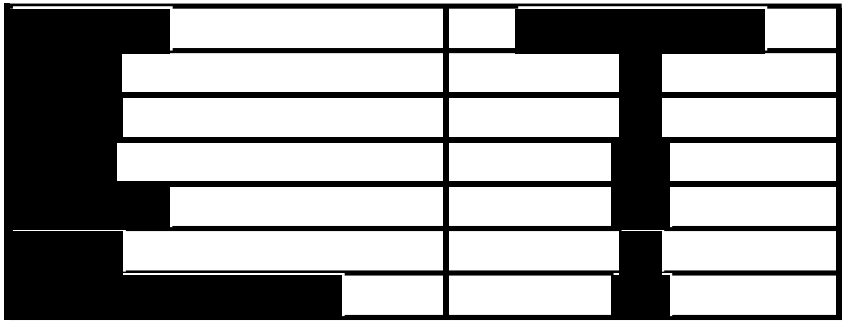


Exhibit 2 - Affidavit of Ralph Luciani

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.	))))	Case No. U-21193

AFFIDAVIT OF RALPH L. LUCIANI IN SUPPORT OF DTE ELECTRIC COMPANY'S
2024 RENEWABLE ENERGY ALL SOURCE REQUEST FOR PROPOSALS PROCESS

STATE OF VIRGINIA)

COUNTY OF FAIRFAX)

Ralph L. Luciani, being first duly sworn, deposes and says:

1. My name is Ralph L. Luciani, and I am a Principal at Guidehouse Inc., (Guidehouse), which acquired Navigant Consulting in 2019. I hold an M.S. in Industrial Administration and a B.S. in Electrical Engineering and Economics from Carnegie Mellon University. Prior to joining Navigant Consulting in 2012, I was a Vice President at Charles River Associates and a Director at Putnam, Hayes & Bartlett, Inc. I have supported and been engaged on competitive renewable power procurements in multiple jurisdictions, including Connecticut, Massachusetts, Minnesota, New Mexico, North Carolina, Ohio, Rhode Island, and Texas. I have more than 30 years of consulting experience analyzing economic and financial issues affecting the electricity industry, including resource planning, power solicitations, ratemaking, transmission cost-benefit studies, fuel and power supply contract negotiations, and environmental

compliance. I have appeared as an expert witness in a number of Federal Energy Regulatory Commission (FERC) and state public utility commission regulatory proceedings.

2. Guidehouse was retained by DTE Electric in November 2023 as the independent monitor and evaluator to help assist, provide guidance and oversee DTE Electric in its 2024 Renewable Energy All Source Request for Proposals ("RFP") process, leveraging prior experience with utilities across the United States with similar procurements for renewables.

3. Attached to this Affidavit as Attachment A is Guidehouse's Report, which sets out in detail my and my team's involvement, methods employed, observations and conclusions regarding the 2024 DTE Electric's Renewable Energy All Source RFP.

4. In the Guidehouse review of the RFP documents and evaluation process, we find that the goals of the RFP were achieved given the number of responses that were received and evaluated. The qualification evaluations were performed on a fair and consistent basis using the process described in the RFP. The evaluation stage, including the economic and non-economic evaluations, was performed on a fair and consistent basis using the process published in the RFP.

5. In overseeing the competitive solicitation process, we also conclude that the shortlist finalist projects are reasonable and prudent.

Further, Affiant sayeth not.

Ralph L. Luciani

Subscribed and sworn to before me this 25 day of July 2025.

exp: 12/31/25

SERGIO ALEXANDER PINEDA
NOTARY PUBLIC
MY COMMISSION NUMBER 7934095
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Attachment A to Exhibit 2

DTE 2024 Renewable Energy Request for Proposals" ("Guidehouse Report")

Guidehouse
Outwit Complexity

DTE 2024 Renewable Energy Request for Proposals

Report from Guidehouse, Inc.

Prepared for:

DTE

DTE Electric Company

Submitted by:

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Reference No.: 226172

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guidehouse.com

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Executive Summary

Background

This report summarizes Guidehouse Inc. (Guidehouse) findings as the Independent Monitor (IM) for the 2024 DTE Electric Renewable Energy All-Source RFP issued on September 10, 2024 (RFP). The purpose of the RFP was to solicit proposals for DTE Electric Company (DTE) to help acquire resource identified in the DTE Integrated Resource Plan, fulfill customer demand for DTE's Voluntary Green Pricing (VGP) programs, and to meet DTE's carbon reduction goals.[1] DTE retained Guidehouse to assist, guide, and oversee DTE in its RFP process, using prior experience with utilities across the U.S. with similar procurements for wind, solar and storage resources.[2]

The RFP was open to solar, wind, and other qualifying renewable energy projects located in the state of Michigan and electrically connected to the DTE Electric distribution or sub-transmission system or to a transmission system owner/operator serviced by the Midcontinent Independent System Operator (MISO).[3] DTE sought to procure at least 950 MW of renewable energy resources with a Commercial Operation Date (COD) no later than December 31, 2027 to support the Renewable Energy Plan, the IRP, and the MIGreenPower Program (MIGP).

An overview of the RFP requirements is shown in Table 1. Respondents were requested to bid projects using a Purchase Power Agreement (PPA) or a build transfer agreement (BTA). DTE self-build proposals also were permitted. As shown, of the 950 MW sought in the RFP, there were separate approximate MW procurement targets for DTE's MIGP and IRP needs, and within those targets there were separate approximate targets for PPA projects, BTA projects, and Company Owned (BTA and self-build) projects.

[1] See DTECleanEnergy.com for an overview of DTE's carbon emission reduction goals and a discussion of the IRP.

[2] Guidehouse has led or assisted utilities with the procurement of more than 9 gigawatt of renewable resources in the U.S. and has served as the IM or equivalent for utility procurement of renewable energy and energy storage in many states, including Connecticut, Massachusetts, Michigan, Minnesota, New Mexico, Ohio, Rhode Island, and Texas.

[3] Renewable energy resources identified in the Clean and Renewable Energy and Energy Waste Reduction Act, 2008 PA295, MCL460.1011(g) were eligible.

Table 1: RFP Requirements

Parameter	Requirement
Resource Technology	Renewable Energy Technology Neutral
Size	Solar: Above 550 kW; Wind: No threshold
Capacity Need	At least 950 MW, of which approximately: • For MIGP: 100 MW Company Owned, 50 MW PPA • For IRP: 400 MW Company Owned, 300 MW PPA, 100 MW BTA
COD	By Q4 2027
Location	Physically located in Michigan and electrically connected to the DTE distribution system or MISO transmission system
Contract Structure	BTA, PPA, and self-build
PPA Term Lengths	20 to 35 years
PPA Price Structure	Fixed $/MWh price, can include annual escalation

The RFP was conducted in accordance with the terms, specifications, and requirements contained the IRP Settlement Agreement in Case No. U-21193 filed on July 26, 2023 (IRP Settlement Agreement), and the Competitive Procurement Staff Guidance Document in Case No. U-20852 issued on September 9, 2021 (Competitive Procurement Guidelines).

On February 8, 2024, DTE and the IM held a stakeholder input session to discuss the RFP, provide a general overview of the solicitation process, and solicit feedback. A pre-RFP conference was held on March 5, 2024, in which the draft RFP documents were presented to potential respondents by DTE and the IM, including the Scorecard used by the IM and DTE to evaluate proposals. The RFP was issued on September 10, 2024, with a proposal due date of October 29, 2024.[4] Shortlist finalists were notified on January 27, 2025.

Conformance with Settlement Agreement and Competitive Procurement Guidelines

DTE retained Guidehouse as the IM to oversee DTE in its RFP process in accordance with the requirements listed in the IRP Settlement Agreement and Exhibit A of the Competitive Procurement Guidelines.[5] Consistent with the IRP Settlement Agreement and Competitive Procurement Guidelines, the IM: 1) worked with DTE to design the solicitation, 2) oversaw the administration of the bidding through the PowerAdvocate platform, and 3) evaluated bids for minimum qualifications. The IM and the DTE evaluation team jointly evaluated and scored bids, with the IM providing independent quality control and verification of all scores, and jointly selected the shortlisted projects. The IM and the DTE evaluation team reached full alignment on all scoring during this evaluation process. The IM and DTE also hosted pre-RFP and post-

[4] Self-build bids were due one day earlier, on October 28, 2024.

[5] An IM, rather than an independent administrator (IA), was used in this RFP consistent with the Competitive Procurement Guidelines (2.c.), with the IM ensuring the fairness and transparency of the RFP through the IM's oversight of the process.

RFP meetings with Staff, and the RFP proposals, scoring, and other related information were provided to Staff for a Staff audit.

In addition, consistent with the Competitive Procurement Guidelines, the IM and DTE established a firewall and communication protocols between the RFP evaluation team, RFP specialists (subject matter experts), and the DTE self-build team prior to the RFP formulation. The firewall was in place from the RFP design stage through the selection of shortlist finalists on January 27, 2025.

The IM also ensured there was consistency between the RFP and the prespecified minimum RFP requirements contained in the IRP Settlement Agreement and Competitive Procurement Guidelines. In particular:

- The RFP was conducted under an open, non-discriminatory procurement process that fairly considered different ownership structures.
- Project size and PPA term requirements were consistent with the IRP Settlement Agreement and Competitive Procurement specifications.
- A pre-RFP conference was held on the draft RFP materials for stakeholders to ask questions and provide feedback. This feedback was used to make revisions incorporated into the final RFP.
- At the pre-RFP conference, Scorecards showing the weighting for price and non-price factors, as well as bonus factor, were supplied and explained to potential bidders by the IM.
- Pro-forma PPA and BTA agreements were supplied to bidders as part of the RFP materials.
- The method used to calculate PPA terminal value was explained and provided to bidders in advance.
- Per the IRP Settlement Agreement, Company-owned projects were scored and ranked separately from PPA bids.

All other RFP requirements and pre-specifications in the IRP Settlement Agreement and Competitive Procurement Guidelines were followed, including the provision of this IM report to the Commission summarizing the solicitation process and DTE's adherence to the RFP pre-specifications.

RFP Responses

A total of 17 variations of projects were received from five bidders encompassing ten unique solar projects comprising about 1,250 MW of renewable capacity. There were five unique PPA projects, encompassing twelve total bids, comprising approximately 550 MW of distinct solar capacity. There were five unique self-build projects, encompassing five total bids, comprising approximately 700 MW of distinct solar capacity. There were no BTA bids or wind resource bids submitted. All bids were evaluated using the criteria outlined in the RFP and the Scorecards

issued with the RFP documentation. The proposals for two of the five unique PPA projects and one of the five unique self-build projects could not meet the RFP qualification criteria.[6]

Using the scoring metrics for the remaining bids, projects were separately ranked within the PPA and Company-owned categories. Shortlist finalist projects were selected and notified on January 27, 2025, as follows:

- PPAs: Three solar projects comprising a total of 320 MW of capacity, and
- Company Owned: Four self-build solar projects collectively comprising a total of 517 MW of capacity.

Summary and Conclusions

Guidehouse has completed our assessment of the RFP, and we find the following:

- The RFP minimum qualification evaluations were performed on a fair and consistent basis using the process outlined in the RFP and the Scorecards provided to bidders in advance. Respondents were given an opportunity to cure deficiencies within a reasonable period.
- The RFP evaluation stage, including the economic and noneconomic scoring, was performed on a fair and consistent basis using the process outlined in the RFP documents including the Scorecards provided to bidders in advance.
- Use of levelized cost of energy (LCOE) as the underlying basis for scoring on economic grounds was reasonable and typical, as were the adjustments applied to compare the proposals on an equivalent ratepayer impact basis across a 35-year time horizon.
- Use of a scoring sheet/matrix was also reasonable and typical. The range of scoring guidelines applied was reasonable and consistent with similar criteria we have developed or observed.
- The IM and DTE evaluation team performing the RFP review and scoring were consistent in their approach. The combined scoring and ranking using a weighting between pricing and noneconomic criteria was reasonable.
- The selection of bids as shortlist finalists was performed on a fair and consistent basis using the process published in the RFP, and fully agreed upon by Guidehouse and DTE. Based upon the results of the competitive procurement process, the associated bid prices are reasonable and reflect real market conditions.
- The RFP was developed and performed in accordance with the IRP Settlement Agreement and the Competitive Procurement Guidelines.

[6] Reasons that project bids could not meet the RFP criteria included permitting concerns, failure to meet interconnection criteria, and contingent bids.

- Based on our review and observations, there is no evidence that the evaluation and selection process caused any unfair advantage or disadvantage to any interested party or respondent.

1. General RFP Background

The 2024 DTE Electric All-Source Renewable Energy RFP was issued on September 10, 2024 (RFP). The purpose of the RFP was to solicit proposals for DTE Electric Company (DTE) to acquire resources identified in the DTE Integrated Resource Plan (IRP), help fulfill customer demand for DTE's Voluntary Green Pricing (VGP) programs, and to meet DTE's carbon reduction goals. DTE retained Guidehouse to assist, guide, and oversee DTE in its RFP process.

The RFP was open to solar, wind, and other qualifying renewable energy projects located in the state of Michigan and electrically connected to the DTE Electric distribution or sub-transmission system or to a transmission system owner/operator serviced by the Midcontinent Independent System Operator (MISO). DTE sought to procure at least 950 MW of renewable energy resources with a Commercial Operation Date (COD) no later than December 31, 2027. Within this 950 MW sought, there were approximate targets by program (MIGP and IRP) and by contract type (PPA, BTA, and Company-owned (BTA and self-build).

The RFP was conducted in accordance with the terms, specifications, and requirements contained in the IRP Settlement Agreement in Case No. U-21193 filed on July 26, 2023 (IRP Settlement Agreement), and the Competitive Procurement Staff Guidance Document in Case No. U-20852 issued on September 9, 2021 (Competitive Procurement Guidelines).

2. Pre-RFP Issuance Stage

2.1 Establishment of Firewall and Communication Protocols

Upon engagement by DTE as the IM for this RFP, Guidehouse reviewed the IRP Settlement Agreement and Competitive Procurement Guidelines and was informed that DTE was considering submitting self-build bids. Communication protocols developed by the IM were put in place for this RFP requiring that those at DTE involved in self-build proposals would have no communication related to this RFP with members of the RFP Evaluation Team other than through PowerAdvocate (the same process as all other potential bidders). Any DTE self-build bids were required to adhere to the same bid requirements and form submittals as all other proposals.

The communication protocols established a firewall between the RFP evaluation team, RFP specialists, and the self-build team. RFP specialists, because of the scarcity of their expertise within the utility, were designated and authorized to provide information to both the RFP evaluation team and the self-build team. The RFP specialists could not share information about RFP-related support provided to the RFP evaluation team to members of the self-build team, and vice versa. The firewall was in place from the RFP design stage through the selection of shortlist finalists on January 27, 2025.

A roster of the members of each team was created and managed by the RFP evaluation team lead. Each team member signed an attestation that they understood and would follow the communication protocols. Updates to the rosters were issued periodically by the RFP evaluation team lead to all team members so that they could be aware of any changes to the team rosters. Any new members of the teams had to sign an attestation.

The IM and the RFP evaluation team lead closely monitored the firewall and communication protocols throughout the RFP process. Responses to any questions that arose with respect to the protocols were discussed and approved by the IM. No breaches of the communication protocols were observed during the RFP process.

2.2 Pre-RFP Conference

The IM worked closely with the RFP evaluation team to develop a draft RFP and other draft RFP materials consistent with the IRP Settlement Agreement and Competitive Procurement Guidelines. The IM and DTE hosted pre-RFP meetings with Commission Staff on February 2, 2024, and again on February 20, 2024, to discuss the draft RFP terms, conditions, and schedule. The IM and DTE hosted a RFP stakeholder presentation with interested parties on February 8, 2024, including developers, intervenors to the IRP, and MPSC Staff, to discuss the RFP at a high level with feedback from stakeholders requested. A DTE press release was issued on February 23, 2024, to notify bidders and other interested parties that the Company was opening a new competitive bidding process for renewable energy.

Subsequently, a pre-RFP conference was held on March 5, 2024, in which draft RFP and related documents were presented by DTE and the IM to potential bidders. Prior to the pre-RFP conference, draft RFP documents were posted on PowerAdvocate for stakeholder review. The draft RFP Scorecards containing the RFP minimum requirements and bid scoring methodology were presented by the IM at the conference.

Feedback from stakeholders attending the pre-RFP conferences was solicited, and refinements were made to the draft RFP materials in response to the stakeholder feedback received. The RFP was released in final form to PowerAdvocate on September 10, 2024.

2.3 RFP Design

The IM worked closely with DTE throughout the RFP development process to ensure that the RFP was clear and transparent, that the requested submittal items were aligned with the internal scoring criteria, and that all items necessary for evaluation were requested in the RFP. The IM and DTE also worked together to create Scorecards that would be used to evaluate each proposal. These Scorecards were included with the RFP materials and allowed each bidder to understand how their proposal would be evaluated and scored, including the weighting of scored criteria. Allowing for utility-specific location and timing differences, the resulting RFP process and design was consistent with that of renewable RFPs in other parts of the U.S. in which Guidehouse has been recently involved as an IM or equivalent.

For submittal and tracking purposes, there were four separate RFP numbers in PowerAdvocate comprising separate numbers for solar and wind proposals and by contract method (solar BTA, solar PPA, wind BTA, wind PPA).[7] As these four RFPs were similar in structure, terms, and schedule, the RFPs are described collectively below.

2.3.1 Qualifying Renewable Bids

The RFP was open to solar, wind, and other qualifying renewable energy projects located in the state of Michigan and electrically connected to the DTE distribution or sub-transmission system, or to a transmission system owner/operator serviced by the Midcontinent Independent System Operator (MISO) grid.[8] DTE sought to procure at least 950 MW of renewable energy resources with a Commercial Operation Date (COD) no later than December 31, 2027. There was no minimum MW size for wind facilities, and solar facilities were required to be category 4 and category 5 as identified by the Department of Energy, Labor, and Economic Growth Public Service Commission Electric Interconnection and Net Metering Standards (i.e., 550kW or higher).

2.3.2 Bid Contract Type

Respondents were requested to bid projects using a PPA or a BTA. DTE self-build proposals also were permitted. Of the 950 MW sought in the RFP, there were separate approximate MW procurement targets for DTE's MIGP and IRP needs, and within those targets there were separate approximate targets for PPA projects, BTA projects, and Company Owned (BTA and self-build) projects, as follows.

- For MIGP: Approximately 100 MW Company Owned, 50 MW PPA
- For IRP: Approximately 400 MW Company Owned, 300 MW PPA, 100 MW BTA

[7] Self-build bids were eligible for submission in the two BTA RFPs.

[8] Renewable energy resources identified in the Clean and Renewable Energy and Energy Waste Reduction Act, 2008 PA295, MCL460.1011(g) were eligible.

As part of the pre-RFP conference, draft BTA and PPA pro forma agreements were posted on PowerAdvocate for respondent review and feedback, and the final versions were posted in PowerAdvocate with all other final RFP documents on September 10, 2024. As part of their bid proposal, bidders were permitted to submit redlines with alternative language to the BTA and PPA pro forma agreements. Portions of the BTA and PPA pro forma agreements were marked as "Non-Negotiable" by DTE and were not eligible for modifications.

PPA proposals had a minimum term requirement of 20 years, and a maximum of 35 years. A fixed price or fixed annual escalation in $/MWh for the term of the PPA was required. Self-build proposals faced the same bid requirements as all other bids other than the need to submit financial strength information, insurance experience modification rates, and exceptions to the pro forma BTA.

2.3.3 Bid Fees

No bid fees were assessed by DTE under this RFP.

2.3.4 Communications with Bidders

RFP communications between DTE and potential bidders and vice versa were required to be conducted solely through the PowerAdvocate website. The RFP overview was posted on PowerAdvocate for any interested party to review. Upon review of the RFP overview, an interested party had to execute a mutual confidentiality agreement with DTE (via a request on PowerAdvocate), after which the bidder was granted full access to the entire set of RFP documentation posted on PowerAdvocate. All bidder questions on the RFP, IM and DTE responses to those questions, proposal submittals, IM and DTE follow-up questions on proposals, and bidder responses to follow-up questions were required to be submitted through PowerAdvocate.

2.3.5 RFP Schedule

The final RFP was issued September 10, 2024. Respondent questions could be submitted through October 22, 2024, a Notice of Intent to Bid was due by October 25, 2024, and proposals were due on October 29, 2024. Self-build bids, if any, were due on October 28, 2024, one day earlier than all other bids to provide additional assurance that these bids could not incorporate information contained in the proposals submitted by other bidders.

2.3.6 Project Qualification and Scoring

Under the RFP, projects were screened to evaluate whether the proposals met the qualification criteria. Projects were then scored from 5 (high) to 1 (low) using the weighted scoring criteria. Scorecards showing each of the minimum qualification criteria and the description and weighting of each of the scoring criteria were created and included for bidders in the RFP documents posted on PowerAdvocate. Bidders were encouraged to complete the qualification portion of the relevant Scorecard and provide comments as to whether each qualification criterion was met.

2.3.6.1 Scorecard Qualification Criteria

The Qualification Criteria section of the Scorecard had a series of Yes/No questions designed to assess whether the proposal meets RFP minimum threshold requirements. These questions were grouped into the following categories:

- Threshold Criteria. Relevant experience with renewable projects; acceptable project location, COD and developer safety ratings; and whether the proposed project could meet key project feasibility requirements related to land, environmental concerns, and interconnection.[9]

- Safety & Quality. Safety and quality of the proposal, in particular project safety history, and, for BTAs, whether quality management, quality assurance, risk management, and procurement plans were submitted that meet the minimum requirements.

- Project Feasibility. The feasibility of the project and whether there may be obstacles to the installation of the resource, including those related to permitting and interconnection.

- Proposed Technology. Whether the proposal meets the basic technological requirements.

- Contract Terms and Conditions. Whether the proposal follows requirements regarding exceptions to the pro forma contracts.

- Project Management. Whether there is a project schedule in place that will allow the project to be placed in service by the projected COD.

- Financial Strength and Creditworthiness. Whether the bidder has the financial wherewithal to meet the bid's performance requirements.

- Pricing. Whether the RFP pricing sheet is fully filled out for each submitted bid permutation, and, for BTAs, whether information is provided with respect to eligible tax credits.

2.3.6.2 Scorecard Scoring Criteria

The Evaluation section of the Scorecard shows the criteria and weighting used to score each bid:

- Safety. The safety plan for each proposal was evaluated and scored from 5 (high) to 1 (low). Safety has a 5% weighting.

- Project Feasibility & Project Management. This criterion has a 45% weighting divided into six parts, each scored between 5 (high) and 1 (low):

    1. Lead developer experience. Extent of the lead developer's experience.

[9] Per the RFP, if the proposed backfeed date for the Project's interconnection facility did not support the proposed COD, supporting documentation demonstrating prior success in accelerating backfeed dates was to be provided.

2. Permitting. The status of the relevant permits required for the proposed project.

3. Community/State Reaction Assessment. How favorable the proposed project is viewed by the local region.

4. Interconnection. How far along the proposed project is in the interconnection process.

5. For BTAs, the land agreements associated with the proposal and whether there are deviations from standard-type agreements.

6. For BTAs, the proposal's project management plan with a focus on any exceptions to the RFP technical specifications and scope of work.

For BTAs, the scores across all six components were averaged to arrive at the score for this criterion. For PPAs, the scores across the first four components were averaged.

- Pricing. Pricing was scored based on the calculation of the Economic Evaluation Rate (EER). This factor has a 50% weighting.
    - The EER is calculated as the Levelized Cost of Energy (LCOE) of the proposal over a 35-year period, net of the proposal's levelized capacity and energy value, plus a contract risk adjustment based on the level of exceptions to the applicable pro forma agreement.
        - The calculation of the LCOE for PPAs incorporated a Financial Compensation Mechanism (FCM) in accordance with the PA 235 Michigan Clean Energy and Jobs Act. In addition, the calculation of the LCOE for PPAs with a term less than 35 years includes a terminal value adjustment or purchase option as identified in the Competitive Procurement Guidelines.
    - The resulting EER in $/MWh terms of each proposal was sorted from low to high across all proposals within each contract category (PPAs or Company-owned) and scored between 5 (high, lowest EERs) and 1 (low, highest EERs) within each contract category.
- Bonus Points. A bonus of 0.1 points each was provided to those facilities that proposed establishing a pollinator habitat (solar only).

The safety, project feasibility, project management, and pricing scores were weighted, and any bonus points were added to obtain the final score for each proposal. The final scores were then sorted from high to low by contract category (PPA or Company Owned), with the proposals (excluding those proposals that could not meet the minimum qualification criteria) with the highest scores being considered for shortlisting.

2.4 Settlement Agreement and Competitive Procurement Guidelines

2.4.1 Independent Monitor Role

The IM oversaw the RFP process in accordance with the requirements listed in the IRP Settlement Agreement (IRP SA) in Case No. U-21193 and Exhibit A of the Competitive Procurement Guidelines (CPG) in Case No. U-20852. DTE and the IM worked together to ensure that each of the requirements were met, as described further below:

- [CPG 2a-2b.] Separation. The IM and DTE established a firewall and communication protocols between the RFP evaluation team, RFP specialists (subject matter experts), and the DTE self-build team prior to the RFP formulation.

- [IRP SA 9d./CPG 2d.] Pre-RFP Meeting. DTE and the IM initially met with Commission Staff on February 5, 2024, and a stakeholder input presentation was held on February 8, 2024. A pre-RFP meeting with DTE, the IM, and Commission Staff took place on February 20, 2024. A pre-RFP stakeholder meeting took place on March 5, 2024, and written comments were solicited. Feedback from the stakeholder presentation and pre-RFP conference were incorporated in the final RFP documents.

- [CPG 2d.] Staff Audit. The RFP proposals, scoring and other related information were provided to Staff for a Commission Staff Audit on January 30, 2025.

- [IRP SA 9 a-i., k./CPG 2c.-2d.] Use of an IM. Guidehouse, acting as the IM, oversaw this solicitation.[10]

- [IRP SA 9 a-i., k./CPG 2d.] IM Role. As required, throughout the RFP process, the IM:

    - Worked with DTE to design the solicitation (as described in detail above),

    - Oversaw the administration of the bidding (specifically, through full access to the PowerAdvocate platform and all RFP information), monitored bidder questions and comments and prepared initial responses with DTE review, and

    - Evaluated bids for minimum qualifications (using the Scorecards described above). The IM and the DTE evaluation team jointly evaluated and scored bids, with the IM providing independent quality control and verification of all scores, and jointly selected the shortlisted projects which DTE will negotiate. The IM and the DTE evaluation team reached full alignment on all scoring during this evaluation process.

- [CPG 2d.] Post-RFP Meeting. A post-RFP meeting with Commission Staff and the IM was conducted on January 30, 2025.

[10] An IM, rather than an independent administrator (IA), was used in this RFP consistent with the Competitive Procurement Guidelines (2.c.) and the IRP Settlement Agreement, with the IM ensuring the fairness and transparency of the RFP through the IM oversight of the process.

- [IRP SA 9c./CPG 2d.] IM/Staff. The IM participated in all RFP discussions with Commission Staff and DTE and was available to Commission Staff throughout the process to discuss the RFP.

- [CPG 4a.-4b.] Deviations. The IM ensured there was consistency between this RFP and the prespecified minimum RFP requirements contained in the IRP Settlement Agreement and Competitive Procurement Guidelines. There were no deviations.

- [IRP SA 9k.] IM Report. This report summarizes the solicitation process (excluding confidential bid/bidder information), covers the adherence of DTE to the RFP pre-specifications, and explains any scoring differences where the IM and DTE could not reach alignment.

2.4.2 IRP Settlement Agreement and Competitive Procurement Guidelines Pre-specifications

The IM and DTE worked together to ensure that the RFP was conducted in accordance with each of the IRP Settlement Agreement and Competitive Procurement Guidelines pre-specifications, in particular:

1. The RFP was conducted under an open, non-discriminatory procurement process that fairly considered different ownership structures.

2. Project size and PPA term requirements were consistent with the IRP Settlement Agreement and Competitive Procurement specifications.

3. Scoring sheets showing the weighting for price and non-price factors, as well as bonus factors, were supplied in advance to bidders, and explained to potential bidders by the IM at a pre-RFP conference on March 5, 2024.

4. Proforma PPA and BTA agreements were supplied to bidders as part of the RFP documentation.

5. The method used to calculate PPA terminal value was explained to bidders in advance and in accordance with the Competitive Procurement Guidelines.

6. Per the IRP Settlement Agreement, Company-owned projects were scored and ranked separately from PPA bids.

Based on our review, we conclude that all RFP requirements and pre-specifications in the IRP Settlement Agreement and Competitive Procurement Guidelines were met.

3. RFP Process

This section describes the procedural steps that took place during the RFP process. Key procedural steps included:

- The RFP was issued on September 10, 2024.
- Subsequently, 36 entities ("potential bidders") entered into confidentiality agreements with DTE as part of this RFP and gained access to the complete set of RFP documentation posted on PowerAdvocate.
- Questions on the RFP could be submitted by potential bidders through the RFP question deadline date of October 22, 2024. Responses to the questions submitted were posted on PowerAdvocate periodically by DTE as questions were received, with the final full set of responses posted on October 22, 2024. Responses to bidder questions were available for all potential bidders to see. Responses to bidder questions were initially drafted by the IM with subsequent DTE review before posting to PowerAdvocate.
- 17 proposals were submitted by October 28, 2024, in accordance with the RFP schedule.
- In total, on a project basis, there were 10 unique solar projects submitted from 5 bidders representing about 1,250 MW of solar capacity. All projects were located on the MISO transmission system. There were no BTA bids or wind resource bids submitted. A total of 17 bid variations were submitted for these 10 unique projects.

3.1 Qualification and Scoring

Eligible submitted proposals were advanced to the qualification criteria evaluation stage. Under the oversight of the IM, subject matter experts from DTE performed a detailed examination of each of the qualification criteria contained in the Scorecards previously released to potential bidders. An evaluation session was conducted at a central location under the oversight of the IM. During the evaluation session the IM, the RFP Evaluation Team, and RFP subject matter experts completed an initial Scorecard for each proposal.

Where needed, a series of follow-up questions were developed. In general, these questions focused on any criteria where qualifications were not met, or further clarification was required. This provided an opportunity for bidders to cure any deficiencies. The bidder responses to the follow-up questions were examined by the IM, RFP Evaluation Team, and RFP subject matter experts and the Scorecard for each proposal was updated.

Based on the updated set of Scorecards, of the 10 unique projects bid into the RFP, the bids for 3 of these projects did not meet the prespecified minimum requirements and the identified deficiencies were not curable. Reasons that project bids did not meet the RFP criteria included permitting concerns, failure to meet interconnection criteria, and contingent bids.

3.2 Shortlist Selection Process

The process above yielded a total of 7 distinct shortlist-eligible projects, with an aggregate total of 14 bid variations (e.g., PPA term and PPA price escalation). The total scores for these bids were ranked from high to low separately by contract category (PPA and Company Owned). The 7 distinct projects that met the RFP criteria were selected for the shortlist.

In sum, with the oversight and approval of the IM, seven distinct projects were selected as shortlist finalists:

- PPAs: Three solar projects comprising a total of 320 MW of capacity, and
- Company Owned: Four self-build solar projects collectively comprising a total of 517 MW of capacity.

The IM oversaw the project scoring process and the selection of the shortlist finalists and approved the selection on January 27, 2025.

4. Fair Market Value

Guidehouse calculated the fair market value, in terms of LCOE, of the bids received in this RFP as a point of reference. For this calculation:

- Bids that had deficiencies that could not be cured were excluded to reflect only those bids that could meet the RFP's qualification criteria.
- Only the lowest priced bid variation (e.g., PPA fixed price vs. annual escalation) for each unique project was used to reflect the bid price that a buyer would most likely select and avoid weighing more heavily projects with multiple bid variations.[11]
- The contract risk adjustment assigned to each bid was included in the fair market value to normalize those bids to those without contract exceptions.
- While there were no joint bids submitted in this RFP, bids containing joint pricing of projects that also were bid individually were excluded from the average to avoid counting individual projects more than once.
- For PPA bids, the as-bid $/MWh price included FCM but without any terminal value adjustment.[12] For Company-owned bids, the LCOE was calculated in the bid scoring process using the levelized revenue requirement over a 35-year life.
- Each remaining bid was weighted equally in the market price average so that each bid, regardless of size, had the same importance.

Based on this calculation, the average market price of the bids received in this RFP was $80.1 per MWh. PPA bids were evaluated separately from Company-owned bids. All conforming projects were shortlisted and comprise the bids used for the fair market value calculation for this RFP. The limited number of unique conforming bid projects (7 total, 3 PPA, 4 self-build) makes the precision of the fair market value less comprehensive than would be experienced with a larger number of conforming project bids.

4.1 Summary of Bids

Included in Appendix A is a Summary of Bids received in this RFP in a format similar to DTE Electric's Exhibit A-9.3 filed in the Integrated Resource Plan (IRP) proceeding, Case No. U-21193. This addendum is being provided in compliance with Paragraph 14b. of the IRP Settlement Agreement.[13]

[11] Bids of differing sizes or differing technology at the same site also would be included. There were none in this RFP.

[12] If there was a PPA annual price escalator, the as-bid price would be levelized over the PPA term.

[13] Note that the "Comment" column in the Summary of Bids reflects comments made in the period after shortlisting of the projects occurred, and prior to the commencement of subsequent contract negotiations.

5. Recommendations

Guidehouse worked closely with DTE throughout the development of the solicitation, the administration of the bidding, and the evaluation of the bids. DTE adopted Guidehouse recommendations throughout this process and Guidehouse has no specific additional recommendations at this time. We expect that additional refinements to the RFP documents and process will be made in future DTE renewable energy RFPs to reflect: 1) the questions from the bidders during the RFP, 2) the responses of bidders in their submitted proposals to the various forms and other RFP requests for information, 3) suggested improvements from the DTE evaluation team members and Commission Staff, and 4) any additional best practices developed through other renewable energy RFPs in the U.S. and shared with DTE by Guidehouse.

6. Findings

The following is our independent assessment of whether the goals of the RFP were achieved and whether the overall RFP process was fair and consistent.

- Our overall assessment is that the goals of the RFP were achieved as nearly 850 MW renewable energy projects were selected as shortlist finalists through this RFP.
- The RFP minimum qualification evaluations were performed on a fair and consistent basis using the process outlined in the RFP and the Scorecard provided to bidders in advance. Respondents were given an opportunity to cure deficiencies within a reasonable period.
- The RFP evaluation stage, including the economic and noneconomic scoring, was performed on a fair and consistent basis using the process outlined in the RFP documents including the Scorecard provided to bidders in advance of their bids.
- Use of levelized cost of energy (LCOE) as the underlying basis for scoring on economic grounds was reasonable and typical, as were the adjustments applied to compare the proposals on an equivalent ratepayer impact basis across a 35-year time horizon.
- Use of a scoring sheet/matrix was also reasonable and typical. The range of scoring guidelines applied was reasonable and consistent with similar criteria we have developed or observed.
- The IM and DTE evaluation team performing the RFP review and scoring were consistent in their approach. The combined scoring and ranking using a weighting between pricing and noneconomic criteria was reasonable.
- The selection of bids as shortlist finalists was performed on a fair and consistent basis using the process published in the RFP, and fully agreed upon by Guidehouse and DTE.
- The RFP was developed and performed in accordance with the IRP Settlement Agreement in Case Nos. U-21193 and the Competitive Procurement Staff Guidance Document in Case No. U-20852.
- Based on our review and observations, there is no evidence that the evaluation and selection process caused any unfair advantage or disadvantage to any interested party or respondent.

Appendix A. Summary of Bids

Project #	Tech-nology	Rounded MW (AC)	Structure	COD	Total Bid Score	LCOE (As Bid)	LCOE (with estimated contractual exception and financial compensation mechanism adjustments)	LCOE (with estimated contractual exception, financial compensation mechanism, terminal value adjustments)	Comment
COMPANY-OWNED									
1	Solar	100	Self	2027	3.7	$71			Currently in consideration
2	Solar	175	Self	2027	3.5	$73			Currently in consideration
3	Solar	125	Self	2027	3.3	$75			Currently in consideration
4	Solar	125	Self	2027	2.8	$80			Currently in consideration
5	Solar	200	Self	2027	0.0	$67			Non-Conforming
PPAs									
1	Solar	125	PPA	2027	5.1	$74	$84	$85	Currently in consideration
2	Solar	125	PPA	2027	4.8	$75	$85	$87	Duplicate, currently in consideration
3	Solar	100	PPA	2027	4.2	$76	$86	$87	Currently in consideration
4	Solar	100	PPA	2027	3.8	$79	$90	$91	Duplicate, currently in consideration
5	Solar	100	PPA	2027	3.5	$80	$91	$93	Duplicate, currently in consideration
6	Solar	100	PPA	2027	3.3	$80	$91	$92	Currently in consideration
7	Solar	100	PPA	2027	3.1	$81	$92	$93	Duplicate, currently in consideration
8	Solar	100	PPA	2027	3.1	$84	$96	$96	Duplicate, currently in consideration
9	Solar	100	PPA	2027	2.9	$83	$94	$95	Duplicate, currently in consideration
10	Solar	100	PPA	2027	2.7	$84	$96	$96	Duplicate, currently in consideration
11	Solar	75	PPA	2027	0.0	$74	$84	$87	Non-Conforming
12	Solar	150	PPA	2027	0.0	$28	$30	$30	Non-Conforming

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