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December 22, 2025

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

Re: In the matter of the Application of DTE Electric Company for approval of its
Integrated Resource Plan pursuant to MCL 460.6t, and for other relief
MPSC Case No. U-21193 (Paperless e-file)

Dear Ms. Felice:

Attached for electronic filing in the above captioned matter is DTE Electric Company's is
DTE Electric Company's *ex parte* Application and supporting Affidavit of Luisa M. Dunlap. Also
attached is the Proof of Service.

Very truly yours,

John A.
Janiszewski

John A. Janiszewski

Digitally signed by John A.
Janiszewski
Date: 2025.12.22 17:20:30 -05'00'

JAJ/erb
Attachments

cc: Service List

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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

APPLICATION

DTE Electric Company (“DTE Electric” or the “Company”) respectfully requests that the Michigan Public Service Commission (“MPSC” or the “Commission”) grant *ex parte* approval, pursuant to Section 6t of 2016 PA 341, as amended, MCL 460.6t; Section 6j of 1982 PA 304, as amended, MCL 460.6j; 2008 PA 295, as amended, MCL 460.1001 *et seq.*, and all other applicable law, of the Company’s White Pine Grove Solar Park Project (“White Pine Grove” or the “Project”), and find that the Project is consistent with the Company’s Integrated Resource Plan (“IRP”), as approved in the Commission’s Order Approving Settlement Agreement in Case No. U-21193 dated July 26, 2023. In support of its request, DTE Electric has attached as Exhibit 1 the Affidavit of Luisa M. Dunlap which is hereby fully incorporated into this Application, and states as follows:

1. DTE Electric is a corporation organized and existing under and by virtue of the laws of the State of Michigan, with its principal office at One Energy Plaza, Detroit, Michigan 48226. DTE Electric is owned by DTE Electric Holdings, LLC, which is a wholly-owned subsidiary of DTE Energy, providing retail electric service to customers located in Michigan.

2. DTE Electric’s retail electric business is subject to the Commission’s jurisdiction pursuant to Michigan law, including certain provisions of 1939 PA 3, as amended, including 2016 PA 341, MCL 460.1 *et seq.*; 1909 PA 106, as amended, MCL 460.551 *et seq.*; 1909 PA 300, as

amended, MCL 462.2 *et seq.*; and 2008 PA 295, as amended, MCL 460.1001 *et seq.* Under these statutory provisions, the Commission has the power and jurisdiction to regulate the Company's retail electric rates.

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

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

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

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

used in the IRP model (i.e., \$79.20/MWh).

7. With this filing, DTE Electric is seeking the Commission's *ex parte* approval of the White Pine Grove Solar Park Project, along with related relief. DTE Electric is also seeking the Commission's *ex parte* approval of the master supply agreements for solar panel modules and master service agreements for engineering, procurement, and construction contracts (collectively, the "Contracts"), necessary to develop the Project, along with related relief. The Contracts are attached to Exhibit 1 as Attachment A (redacted).

8. At the time of this filing, DTE Electric has an executed Power Purchase Agreement (the "PPA") with White Pine Grove Solar, LLC, which is an indirect subsidiary of Hanwha QCells USA Corporation ("Hanwha"). The PPA was approved by the Commission on April 11, 2024, in Case No. U-21193. The PPA requires White Pine Grove Solar, LLC to design, engineer, construct, install, startup, test, and maintain the project supporting the PPA such that it can sell renewable capacity, energy, ancillary services, and Renewable Energy Credits ("RECs") to DTE Electric for a 25-year term. The project supporting the PPA was filed with an expected commercial operation date ("COD") of Q1 2026 and an anticipated capacity of 100 MW_{AC} of renewable energy. The expected LCOE of the PPA, including financial compensation mechanism ("FCM"), was approved by the Commission as reasonable and prudent and consistent with the IRP Settlement Agreement at \$79/MWh.

9. The PPA was submitted in response to the 2023 All Source Request for Proposal ("RFP") that DTE Electric developed in consultation with the MPSC Staff pursuant to and consistent with the December 4, 2008, Temporary Order and December 23, 2008, Amendatory Order in Case No. U-15800, the September 9, 2021, Competitive Procurement Guidelines ("Competitive Procurement Guidelines") in Case No. U-20852, and the June 9, 2021, Settlement

Agreement in Case Nos. U-20713 and U-20851 (“June 9, 2021, Settlement Agreement”). The RFP process was conducted pursuant to the Competitive Procurement Guidelines and the June 9, 2021, Settlement Agreement.

10. Following Commission approval of the PPA, Hanwha indicated to DTE Electric the intention to explore options for selling development rights to the Project to DTE Electric or another third-party solar developer. DTE Electric engaged in negotiations with Hanwha to acquire the Project. DTE Electric and Hanwha executed a non-binding Memorandum of Understanding (“MOU”) and term sheet effective August 4, 2025. DTE Electric conducted due diligence around the acquisition of the membership interests of White Pine Grove Solar, LLC. On December 17, 2025, DTE Electric and Hanwha entered into a Membership Interest Purchase Agreement (“MIPA”) to effectuate the acquisition.¹

11. DTE Electric seeks to complete the construction of the White Pine Grove Solar Park. The Project will be sited in Lee and Marengo Townships in Calhoun County. The Project will interconnect into the METC Bearcat Substation in Marengo Township in Calhoun County and is anticipated to provide 100 MW_{AC} of renewable energy nameplate capacity. White Pine Grove has an executed Generator Interconnection Agreement (“GIA”), with a COD grace period up until December 2028.

12. With respect to the Contracts necessary to construct White Pine Grove, DTE Electric intends to utilize the module supply agreement with Boviet Solar, Inc. (“Boviet Solar”) (the “Module MSA”) and a master service agreement with Barton Malow Company (“Barton

¹ By and through this filing, DTE Electric is notifying the Commission that subsequent to the Commission’s approval of this Application and the closing on the MIPA for DTE Electric to acquire the Project, the Parties intend to terminate the previously approved and executed PPA between DTE Electric and White Pine Grove Solar, LLC. For purposes of compliance with the IRP Settlement Agreement, DTE Electric will increase the PPA capacity target in a future Renewable Energy RFP by 100 MW to account for the 100 MW of PPA capacity which had been allocated to the PPA.

Malow”), for engineering, procurement, and construction (the “EPC MSA”). *See* Exhibit 1, Attachment A. The Contracts will require Boviet Solar to provide solar panel modules and Barton Malow to design, engineer, construct, install, start-up, and test White Pine Grove. Additional contracts for other facility components are being negotiated, and the associated costs are included in the total installed cost of White Pine Grove.

13. The Project is consistent with the Company’s IRP Settlement Agreement as it is priced below the fair market value by the IM and is also below 150% of the \$52.80/MWh solar LCOE used in the IRP model, which was \$79.20/MWh. The estimated Project installed cost is \$2,583/kW and the LCOE is expected to be \$79 per MWh.² The White Pine Grove Solar Park Project’s COD is expected to occur in Q4 2028.

14. The Project will be eligible for the 30% Investment Tax Credit (“ITC”),³ which is the most economical tax credit election. The Project is also expected to qualify for an additional 10% ITC value, assuming the Energy Community Bonus. The nominal ITC value for the Project is approximately \$87M. The Company reasonably and prudently determined that the Project’s eligibility for the ITC was established in 2024 through the safe-harboring of the Main Power Transformer (“MPT”). As part of the MIPA, DTE Electric will acquire the supply contract for the MPT, along with the completely manufactured MPT. Only one type of tax credit, Production Tax Credit (“PTC”) or ITC, was chosen for the Project. Actual tax credit selection may vary based on actual Project-specific data.

15. Tariff impacts identified by suppliers are accounted for in the Project’s LCOE, as reflected in Exhibit 1, Attachment B. Any tariff impacts that apply above the identified tariff

² The LCOE includes carrying costs as Allowance for Funds Used During Construction (“AFUDC”).

³ The IRA also allows for the transferability of tax credits. The Company is assuming these tax credits will be transferred at a 5% discount and transferred ITCs are not subject to normalization.

percentages will be reconciled in the applicable Renewable Energy Cost Reconciliation filing. Through the Renewable Energy Cost Reconciliation process, the Commission may evaluate any tariff costs to determine whether the costs incurred were reasonable and prudent.

16. The White Pine Grove Solar Park Project is reasonable and prudent and consistent with the IRP Settlement Agreement. The Project is being acquired at a cost that is aligned with the IRP Settlement Agreement. Therefore, Commission approval of this Application will not cause alteration or amendment to the Company's rates or rate schedules, nor will Commission approval increase the cost of service compared to what was assumed in the Company's IRP Settlement Agreement and current Amended Renewable Energy Plan in Case No. U-21662. *See* MCL 460.6a(3).

17. To satisfy the commercial operation date of the Project, the Company respectfully requests an expedited review and approval of this Application and accompanying Contracts with the issuance of a Commission order by February 27, 2026. The solar market supply chain, including major equipment procurement and construction, is an extremely dynamic market where supply and demand are causing material shortages, delays in production, and tightening labor market resulting in pricing fluctuations. Additionally, risks associated with tariffs may also result in pricing fluctuations. Any later approval may compromise the Company's ability to maintain contracted pricing for the Contracts. Pursuant to the terms of the MIPA, if the Commission does not approve DTE Electric's Application by March 2, 2026, the MIPA may be terminated.

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

- A. Approve DTE Electric Company's White Pine Grove Solar Park Project, including the Contracts necessary for the development of the Project, attached hereto as Exhibit 1,

- Attachment A, and find that the Project and Contracts are reasonable and prudent and consistent with the IRP Settlement Agreement;
- B. Grant *ex parte* approval of the relief requested herein without the time and expense of a public hearing by February 27, 2026; and
- C. Grant any further relief as may be lawful and appropriate.

Dated: December 22, 2025

DTE ELECTRIC COMPANY

By: **John A.
Janiszewski**  Digitally signed by John A.
Janiszewski
Date: 2025.12.22 17:21:13 -05'00'

John A. Janiszewski (P74400)
Attorney for DTE Electric Company
One Energy Plaza, 1635 WCB
Detroit, MI 48226
Ph: (313) 235-7309

Exhibit 1

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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

**AFFIDAVIT OF LUISA M. DUNLAP IN SUPPORT OF DTE ELECTRIC COMPANY'S
APPLICATION FOR APPROVAL OF WHITE PINE GROVE SOLAR PARK PROJECT**

STATE OF MICHIGAN)

COUNTY OF WAYNE)

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

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

energy and energy storage projects, assist in drafting regulatory filings, and lead contract negotiations for Power Purchase Agreements and Energy Storage Tolling Agreements.

I have previously sponsored Affidavits before the Michigan Public Service Commission (“MPSC” or the “Commission”) in support of DTE Electric’s requests for approval of the following contracts:

- Meridian Wind Park in Case No. U-18232,
- Fish Creek Solar Park, Little Trout Solar Park, and Mission Road Co-Location Solar Park in Case No. U-21361,
- Coldwater River Solar Power Purchase Agreement, White Pine Grove Solar Power Purchase Agreement, and Cedar Fields Solar Park in Case No. U-21193,
- Eagle Creek Power Purchase Agreement, Freshwater Solar II Power Purchase Agreement, Au Gres Solar Park, Elmwood Solar Park, Poseyville Solar Park, and Strasburg Solar Park in Case No. U-21193.

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

1. With this filing, DTE Electric is seeking the Commission’s *ex parte* approval of the master supply agreement for solar panel modules and master service agreement for engineering, procurement, and construction (collectively, the “Contracts”) necessary to develop the White Pine Grove Solar Park Project (“White Pine Grove” or the “Project”), along with related relief. DTE Electric is seeking a Commission determination that the White Pine Grove Solar Park Project is reasonable and prudent in accordance with the Company’s Integrated Resource Plan Settlement Agreement (“IRP Settlement Agreement”) approved in the Commission’s July 26, 2023, Order Approving Settlement Agreement in Case No. U-21193.

2. At the time of this filing, DTE Electric has an executed Power Purchase Agreement (the “PPA”) with White Pine Grove Solar, LLC, which is an indirect subsidiary of Hanwha QCells USA Corporation (“Hanwha”). The PPA was approved by the Commission on April 11, 2024, in Case No. U-21193. The PPA requires White Pine Grove Solar, LLC to design, engineer, construct, install, startup, test, and maintain the White Pine Grove project such that it can sell renewable capacity, energy, ancillary services, and Renewable Energy Credits (“RECs”) to DTE Electric for a 25-year term. The Project was filed with an expected commercial operation date (“COD”) of Q1 2026 and an anticipated capacity of 100 MW_{AC} of renewable energy. The expected levelized cost of energy (“LCOE”) of the PPA, including financial compensation mechanism (“FCM”), was approved by the Commission as reasonable and prudent and consistent with the IRP Settlement Agreement at \$79/MWh.

3. As stated in the February 16, 2024 ex-parte filing for the PPA approval, the PPA was submitted in response to the 2023 All Source Request for Proposal (“RFP”) that DTE Electric developed in consultation with the MPSC Staff pursuant to and consistent with the December 4, 2008, Temporary Order and December 23, 2008, Amendatory Order in Case No. U-15800, the September 9, 2021, Competitive Procurement Guidelines (“Competitive Procurement Guidelines”) in Case No. U-20852, and the June 9, 2021, Settlement Agreement in Case Nos. U-20713 and U-20851 (“June 9, 2021, Settlement Agreement”). The RFP process was conducted pursuant to the Competitive Procurement Guidelines and the June 9, 2021, Settlement Agreement¹.

¹ The RFP conformed to the IRP Settlement Agreement with the exceptions that DTE Electric prepared initial bidder responses with IM/IE review, all projects were scored and ranked together, and DTE Electric company owned projects were not prohibited from bidding on the portion of the capacity from third parties due to the fact that the RFP was issued and bid responses were received prior to execution of the IRP Settlement Agreement. Once the IRP Settlement Agreement was finalized, DTE Electric company-owned projects were not considered for the portion of the capacity allocated to third party PPAs.

4. Following Commission approval of the PPA, Hanwha indicated to DTE Electric the intention to explore options for selling development rights to the Project to DTE Electric or another third-party solar developer. DTE Electric engaged in negotiations with Hanwha to acquire the Project. DTE Electric and Hanwha executed a non-binding Memorandum of Understanding (“MOU”) and term sheet effective August 4, 2025. DTE Electric conducted due diligence around the acquisition of the membership interests of White Pine Grove Solar, LLC. On December 17, 2025, DTE Electric and Hanwha entered into a Membership Interest Purchase Agreement (“MIPA”) to effectuate the acquisition.

5. By and through this filing, DTE Electric is notifying the Commission that subsequent to the Commission’s approval of this Application and the closing on the MIPA for DTE Electric to acquire the Project, the Parties intend to terminate the previously approved and executed PPA between DTE Electric and White Pine Grove Solar, LLC.

6. For purposes of compliance with the IRP Settlement Agreement, DTE Electric will increase the PPA capacity target in a future Renewable Energy RFP by 100 MW to account for the 100 MW of PPA capacity which had been allocated to the White Pine Grove PPA.

7. DTE Electric seeks to complete the construction of the White Pine Grove Solar Park. The Project will be sited in Lee and Marengo Townships in Calhoun County. The Project will interconnect into the METC Bearcat Substation in Marengo Township in Calhoun County and is anticipated to provide 100 MW_{AC} of renewable energy nameplate capacity. White Pine Grove has an executed Generator Interconnection Agreement (“GIA”), with a COD grace period up until December 2028.

8. With respect to the Contracts necessary to construct White Pine Grove, DTE Electric intends to utilize the module supply agreement with Boviet Solar, Inc. (“Boviet Solar”)

(the “Module MSA”) and a master service agreement with Barton Malow Company (“Barton Malow”), for engineering, procurement, and construction (the “EPC MSA”). The Contracts are attached to my Affidavit as Attachment A and incorporated by reference. The Contracts will require Boviet Solar to provide solar panel modules and Barton Malow to design, engineer, construct, install, start-up, and test White Pine Grove. Additional contracts for other facility components are being negotiated. The associated costs are included in the total installed cost of White Pine Grove.

9. Based on my knowledge related to the development of the IRP Settlement Agreement, as well as the negotiations to establish the Contracts, I believe that the Project and its accompanying Contracts are reasonable and prudent. The Project is consistent with the Company’s IRP Settlement Agreement as it is priced below the fair market value by the IM and is also below 150% of the \$52.80/MWh solar LCOE used in the IRP model, which was \$79.20/MWh. The estimated Project installed cost is \$2,583/kW and the LCOE is expected to be \$79 per MWh². The Project will be eligible for the 30% Investment Tax Credit (“ITC”)³ which is the most economical tax credit election. Additionally, the Project is expected to qualify for the additional 10% ITC value, assuming the Energy Community bonus. The nominal ITC value for the Project is approximately \$87M. The White Pine Grove Solar Park Project’s COD is expected to occur in Q4 2028.

10. Attachment B to my Affidavit reflects tariff impacts identified by suppliers, which are accounted for in the Project’s LCOE. Any tariff impacts that apply above the tariff percentages as identified in Attachment B will be reconciled in the applicable Renewable Energy Cost

² The LCOE includes carrying costs as Allowance for Funds Used During Construction (“AFUDC”).

³ The IRA also allows for the transferability of tax credits. The Company is assuming these tax credits will be transferred at a 5% discount and transferred ITCs are not subject to normalization.

Reconciliation filing. Through the Renewable Energy Cost Reconciliation process, the Commission may evaluate any tariff costs to determine whether the costs incurred were reasonable and prudent.

11. The Company reasonably and prudently determined that the Project's eligibility for the ITC shown above was established in 2024 through the safe-harboring of the Main Power Transformer ("MPT"). As part of the MIPA, DTE Electric will acquire the supply contract for the MPT, along with the completely manufactured MPT. Only one type of tax credit, Production Tax Credit ("PTC") or ITC, was chosen for the Project. Actual tax credit selection may vary based on actual Project-specific data.

12. The Contracts are being submitted for the Commission's review. Based on my knowledge related to the development of the IRP Settlement Agreement, as well as the negotiations to establish the Contracts, the Contracts are consistent with the Company's IRP Settlement Agreement approved on July 26, 2023, in Case No. U-21193. Commission approval of the Contracts and DTE Electric's related requests will not cause alteration or amendment to the Company's rates or rate schedules, nor will Commission approval of the Contracts and DTE Electric's related requests increase the cost of service compared to what was assumed in the Company's IRP Settlement Agreement and current amended REP in Case No. U-21662.

13. To satisfy the commercial operation date of the Project, the Company respectfully requests an expedited review and approval of this Application and accompanying Contracts with the issuance of a Commission order by February 27, 2026. The solar market supply chain, including major equipment procurement and construction, is an extremely dynamic market where supply and demand are causing material shortages, delays in production, and tightening labor market resulting in pricing fluctuations. Additionally, risks associated with tariffs may also result

in pricing fluctuations. Any later approval may compromise the Company's ability to maintain contracted pricing for the Contracts. Pursuant to the terms of the MIPA, if the Commission does not approve DTE Electric's Application by March 2, 2026, the MIPA may be terminated.

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

15. Public disclosure of the redacted details in the Contracts will hamper the Company's ability to provide the lowest reasonable renewable energy and advanced cleaner energy power supply cost to its retail electric customers. Therefore, it is in the best interests of DTE Electric, as well as its customers, for such commercially sensitive information to remain confidential and undisclosed. DTE Electric consulted with MPSC Staff on December 10, 2025, to provide an overview and review of the Project and related Contracts. The original unredacted Contracts remain available for review by the Commission and its Staff at the Company's premises or by other agreed means.

16. Based on my experience and the above determinations, it is in the best interest of DTE Electric and its customer for the Commission to approve the White Pine Grove Solar Park Project and grant the Company's related requests.

Further, Affiant sayeth not.

**Luisa M.
Dunlap**

Luisa M. Dunlap

Digitally signed by Luisa
M. Dunlap
Date: 2025.12.22 17:26:36
-05'00'

Subscribed and sworn to before
me this 22nd day of December 2025.

**Estella R.
Branson**

Digitally signed by
Estella R. Branson
Date: 2025.12.22
17:27:33 -05'00'

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

Attachments A



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 June 13, 2023 (“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 the [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]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[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]

[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]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Gold Shovel Certified” is a certification confirming developer understands Gold Shovel standards in an effort to reduce the damages to underground utility infrastructure as provided in [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.

[illegible]

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

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part of the Work.

11/11/2019

“MPSC” shall mean Michigan Public Service Commission.

“NERC” shall mean North American Electric Reliability Corporation

third-party service such as DSL, cable or cellular data modem.

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] describing the Work to be performed hereunder by Contractor [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]
[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]
[REDACTED]
[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.

3.3.2 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[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]

[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] 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]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

5.2

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

5.3

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

5.4

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

5.5

[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]

6.1.2 [REDACTED]

6.4 [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 Ownership of Certain Proprietary Property Rights

DTE shall own and have any and all rights, including a perpetual, irrevocable non-exclusive royalty-free license for any and all software or other intellectual property rights necessary for DTE to operate, maintain, improve or repair the Solar Energy Facility, including drawings in native program. To the extent Contractor possesses any such rights, it grants such a license to DTE provided that, notwithstanding the foregoing, Contractor shall retain all rights in its pre-existing processes, procedures, designs, and software, and any modifications thereto, whether developed or used in carrying out the Work, or otherwise.

ARTICLE 9

9.1

[REDACTED]

9.2

[REDACTED]

9.3

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

9.4 [REDACTED]

[REDACTED]

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]

[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.

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]

[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 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. If any of these reports are completed after execution of this Agreement, and the information gained in these reports necessitates a [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]

[REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]
■ [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]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[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]

[REDACTED]

[REDACTED]

ARTICLE 14

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 15

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ARTICLE 16

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ARTICLE 18

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18.1 [REDACTED]

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18.2 [REDACTED]

[REDACTED]

18.3 [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 [REDACTED], 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]

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].

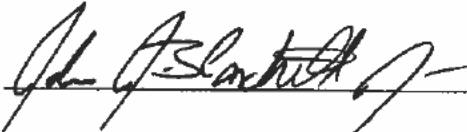
20.18 [REDACTED]

[REDACTED]

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

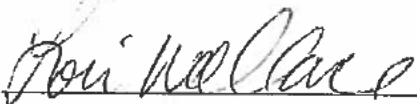
CONTRACTOR:

Barton Malow Company

By: 
Name: **John BLANCHETTE JR**
Title: **VICE PRESIDENT**

DTE:

DTE ELECTRIC COMPANY

By: 
Name: **Lori Wallace**
Title: **Senior Manager, Supply Chain**



**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



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]

BOVIET SOLAR

[REDACTED]

4.3 "Change in Law"

[REDACTED]

5. CHANGES.

[REDACTED]

6. DELIVERY DELAY.

[REDACTED]

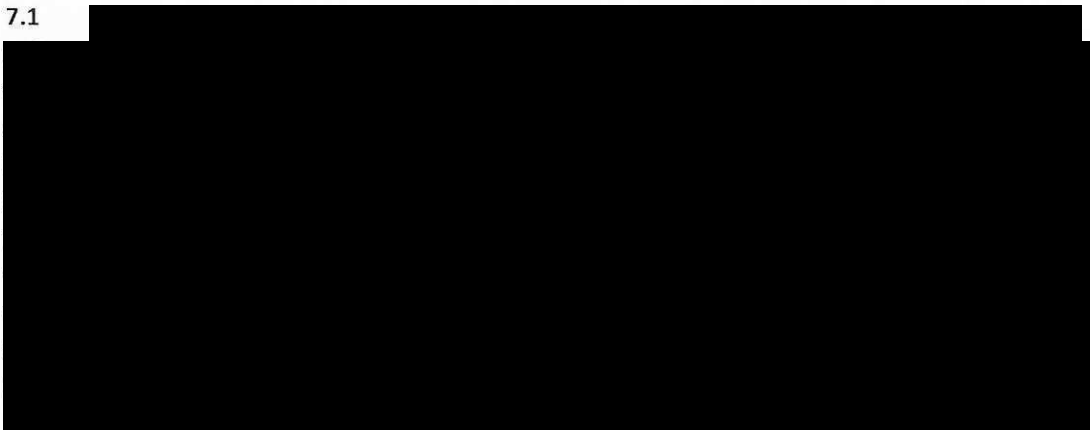
7. INSPECTION AND ACCEPTANCE.



(a)

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7.1

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7.2 Manufacturing Facilities; Manufacturing Requirements.

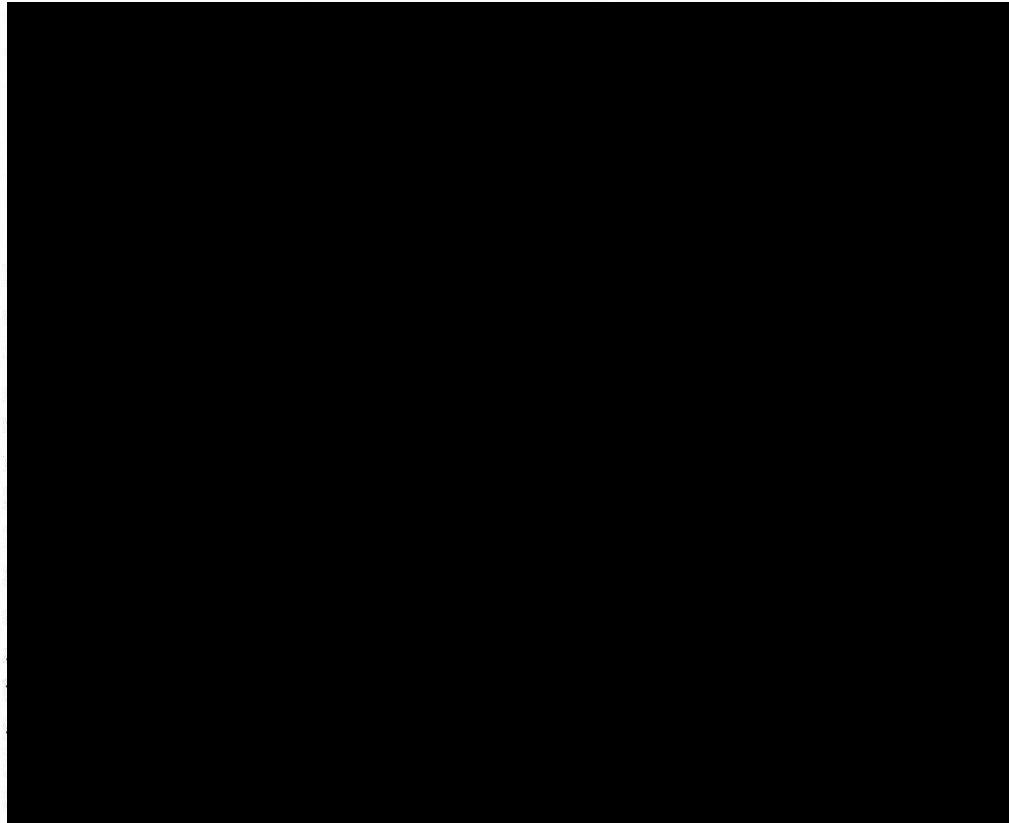
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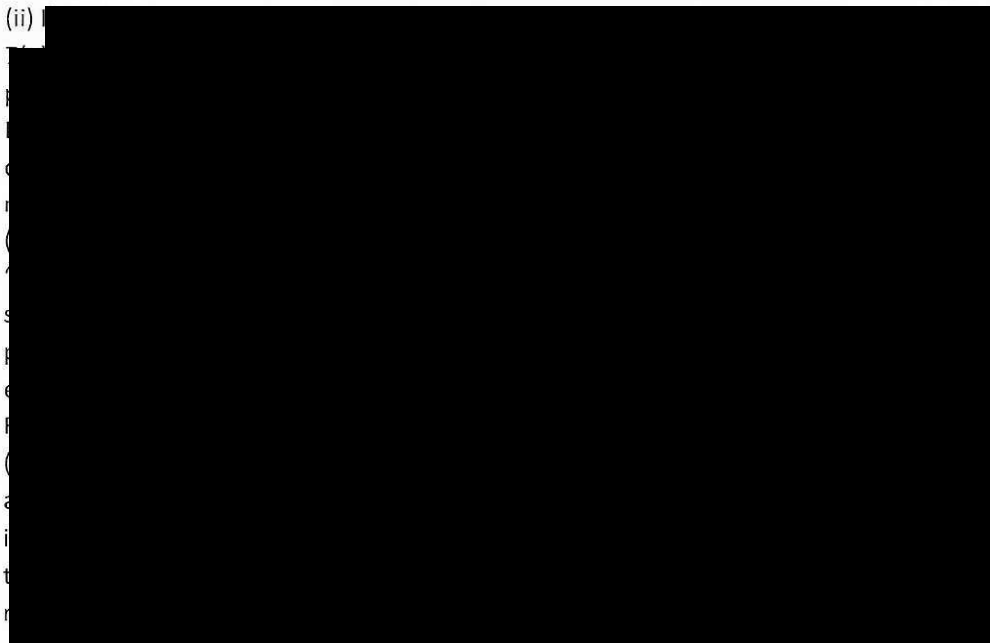
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(d) A large rectangular black box redacting content.

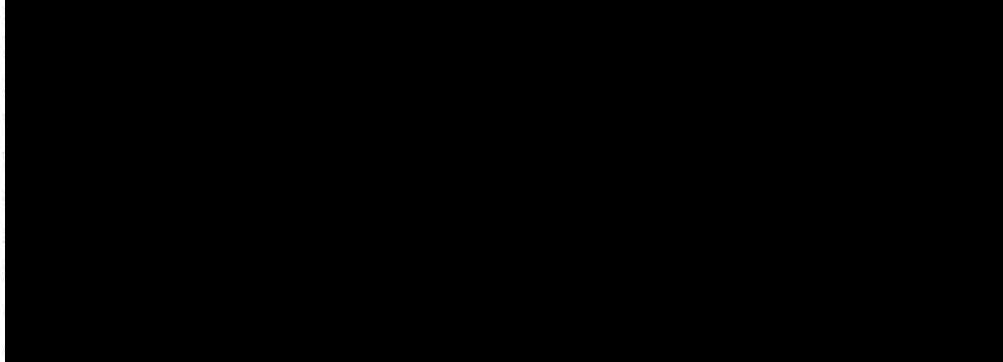
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(ii)

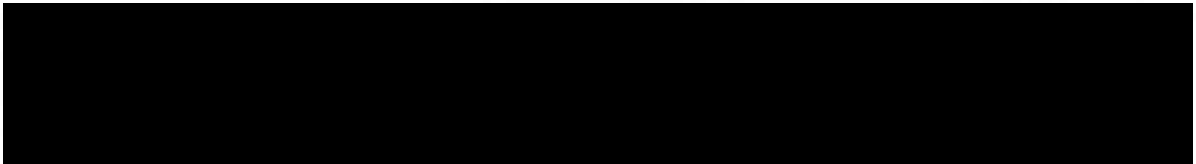
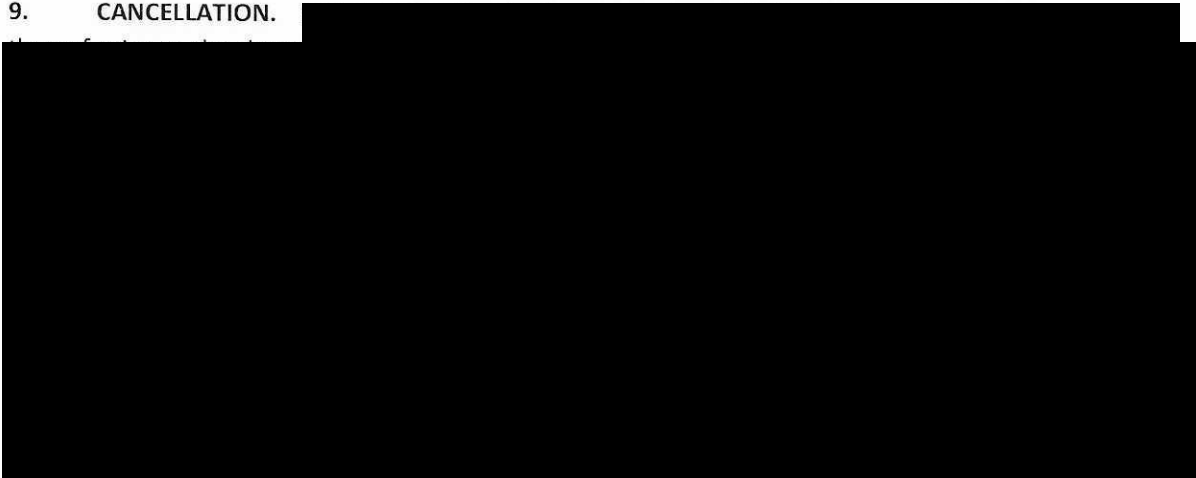


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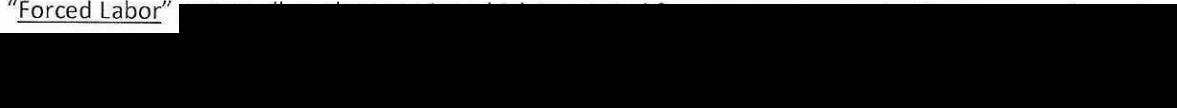
8. **INSTALLATION.** The Products will be supplied with an installation manual and other documentation on Product specifications, operating parameters, use, and performance ("Documentation"). Documentation will be provided by Boviet for the Products and shall be used in the systems design or installation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

9. **CANCELLATION.**



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

"Forced Labor"





"Forced Labor Impact"

[REDACTED]

"Restricted Entity"

[REDACTED]

"Restricted Equipment"

[REDACTED]

[REDACTED]

[REDACTED]

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

BOVIET SOLAR

[REDACTED]

[REDACTED]

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[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]

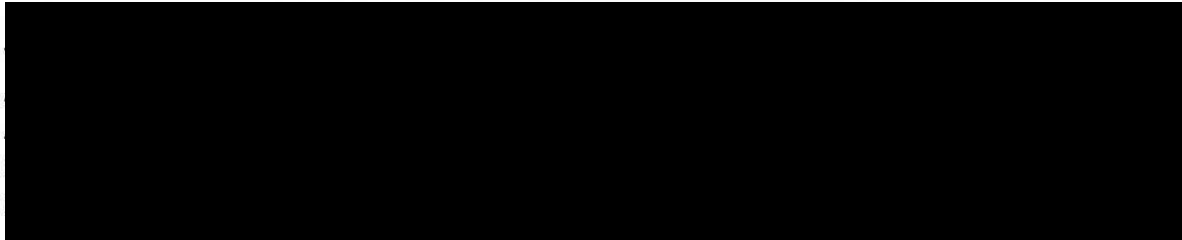
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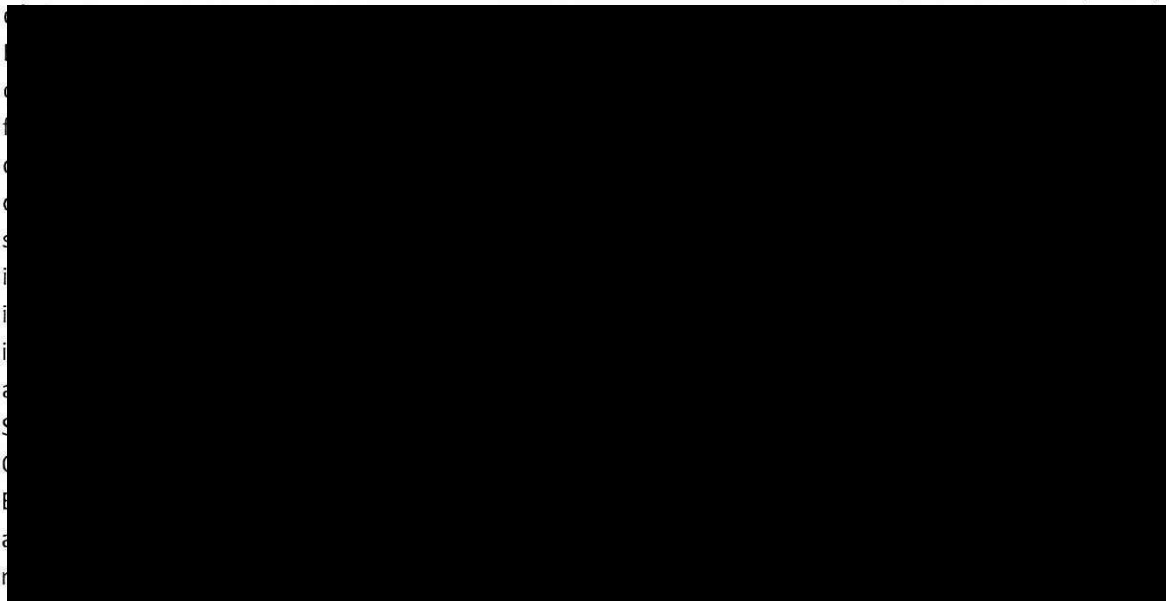
12. LIMITATION OF LIABILITY.

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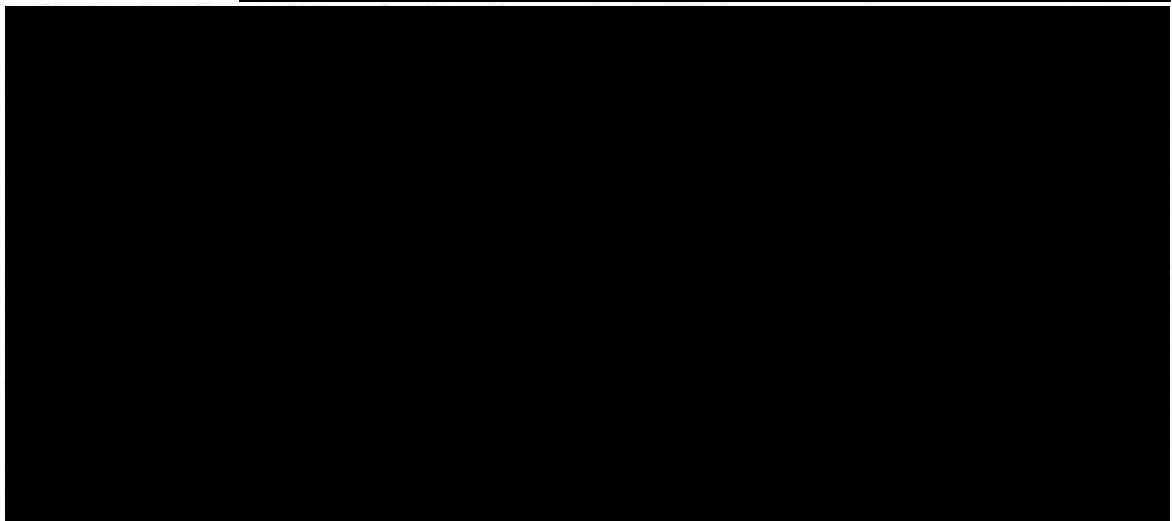
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13. DOCUMENTATION.



14. DEFAULT.





[REDACTED]

15. RESERVED.

16. SOFTWARE LICENSE. [REDACTED]

[REDACTED]

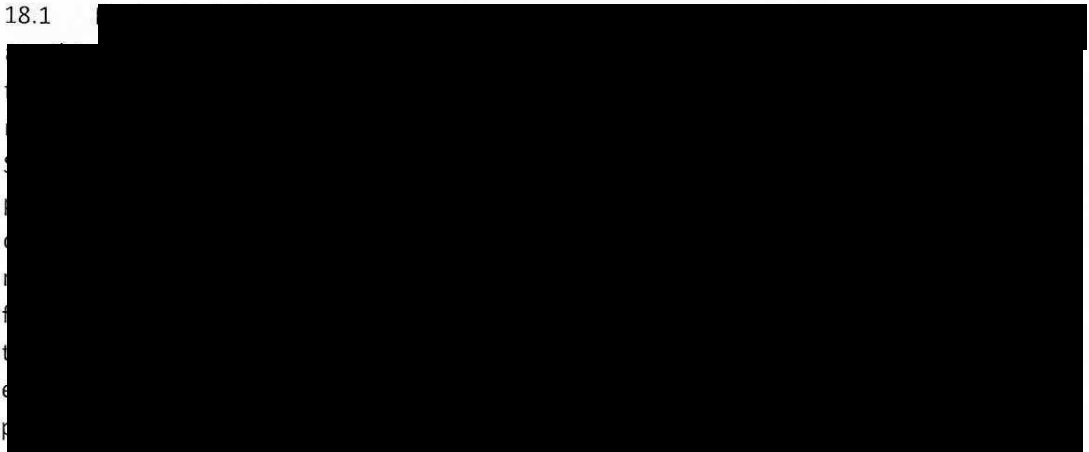
17. **CONFIDENTIALITY.** Each of the parties shall use at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party in connection with this transaction.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

[REDACTED]

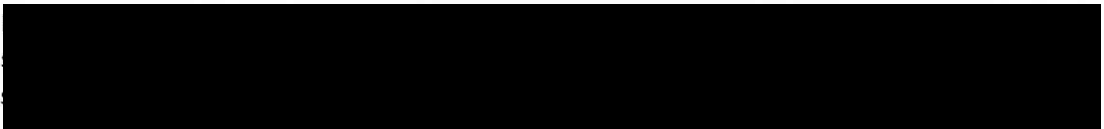
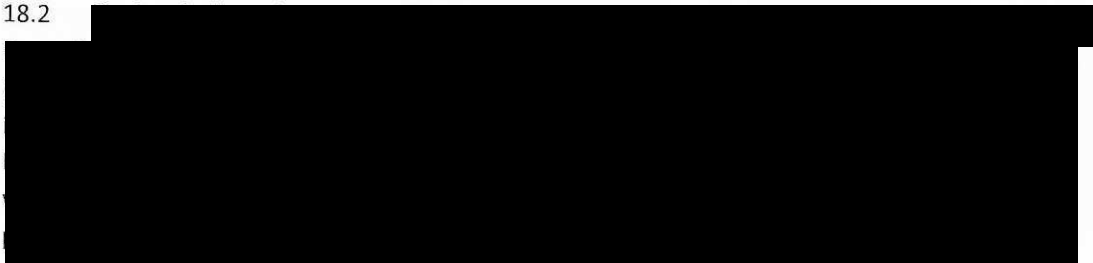


18. PATENT, TRADEMARK, COPYRIGHT INFRINGEMENT INDEMNITY.

18.1

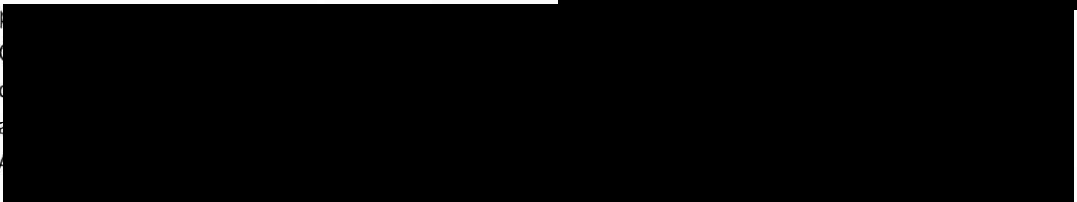


18.2



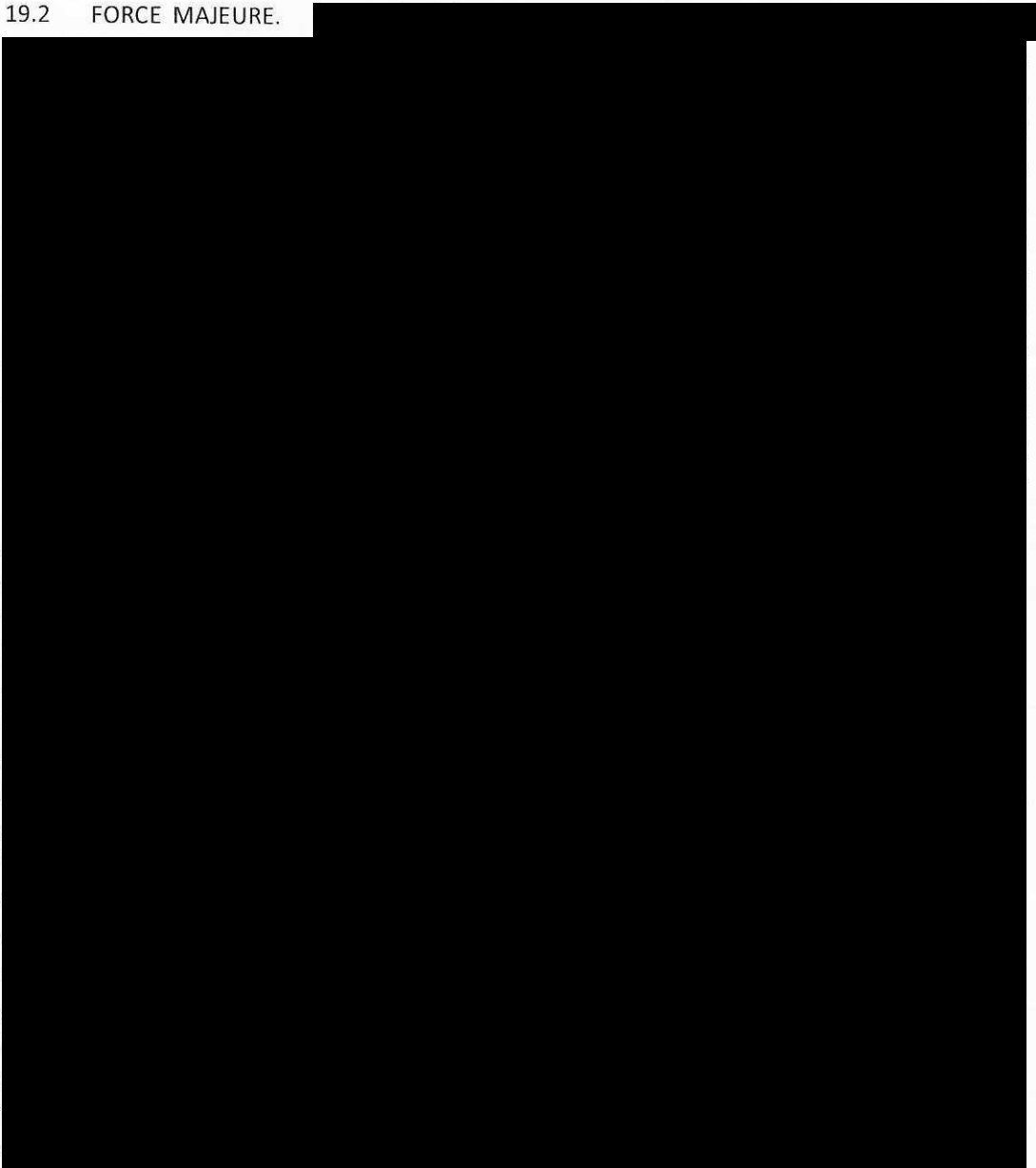
19. GENERAL.

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





19.2 FORCE MAJEURE.



BOVIET **SOLAR**

[REDACTED]

19.3 COMPLIANCE WITH LAW.

[REDACTED]

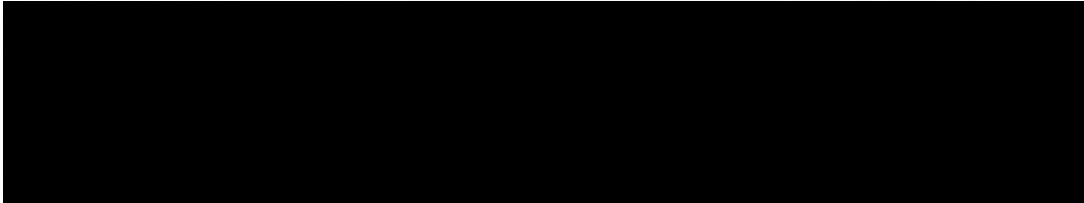
19.4 ASSIGNMENT. N

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19.5 ATTORNEYS' FEES.

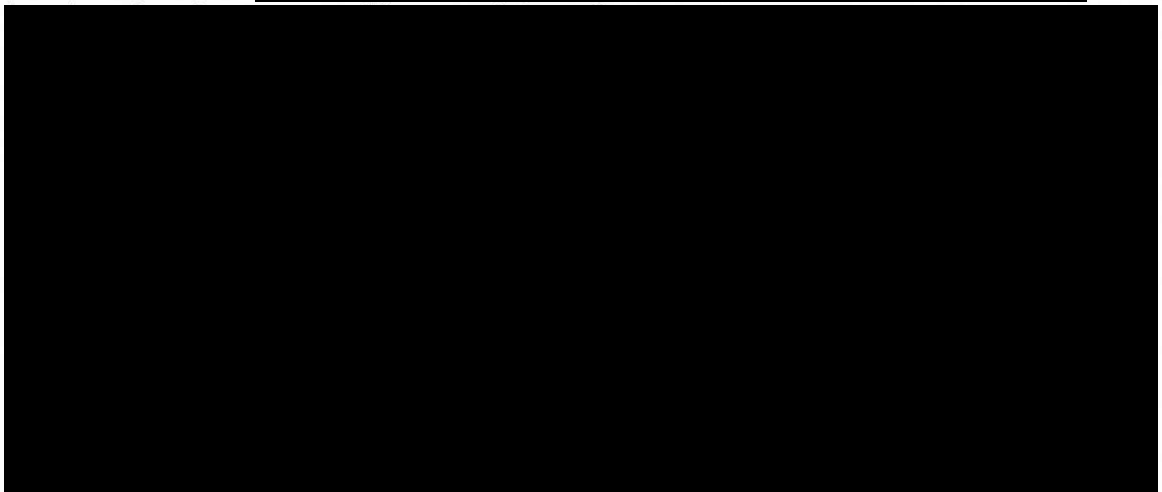
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19.6 MISCELLANEOUS. This document, each PO/OA and its attachments constitute the entire agreement between Buyer and Boviet with respect to the subject matter hereof and supersede all prior representations, negotiations and agreements, whether written 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. 



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]

[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.

1. [REDACTED]

2. [REDACTED]

3. [REDACTED]

4. [REDACTED]

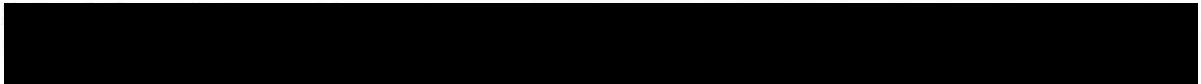
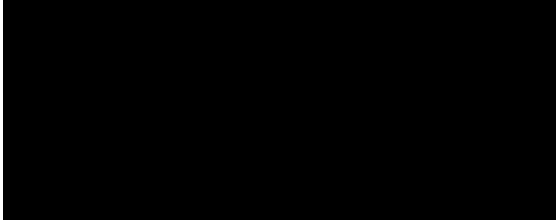
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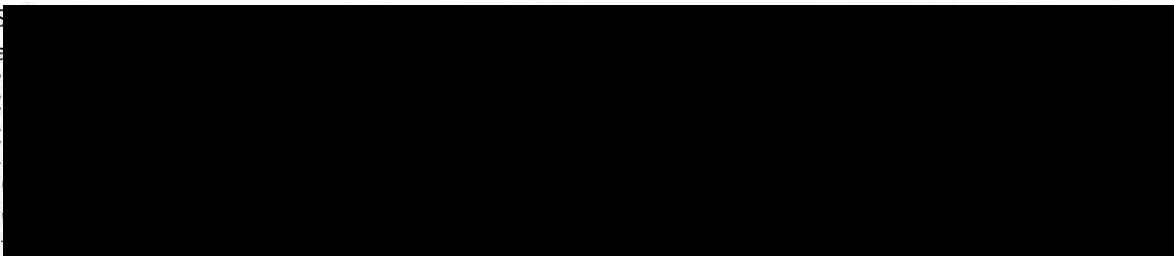
7. [REDACTED]

BOVIET SOLAR

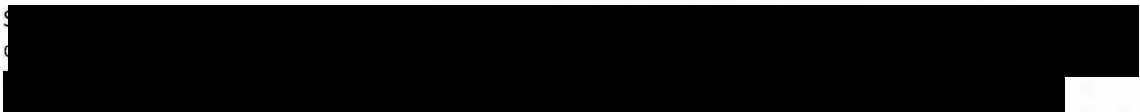
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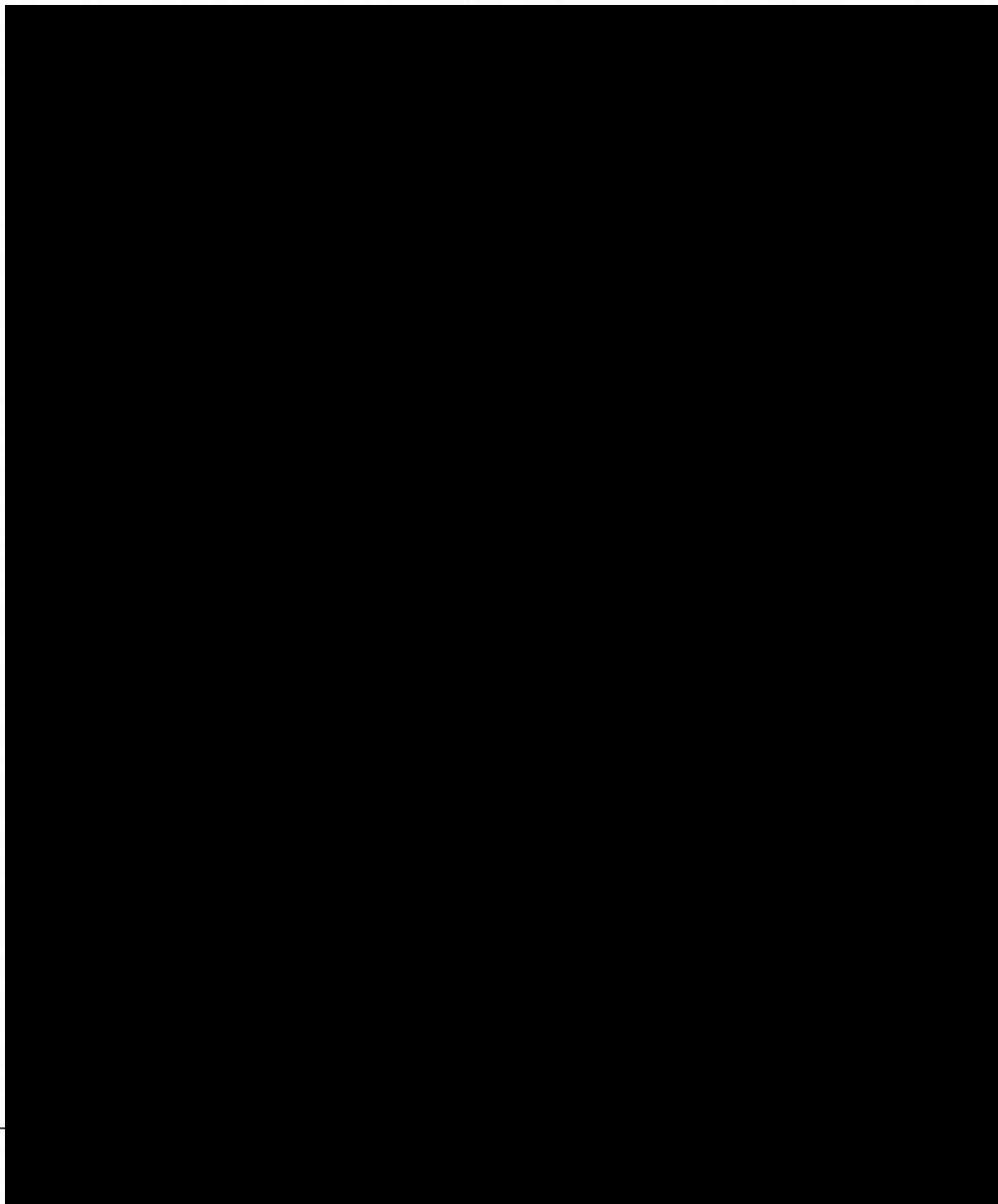
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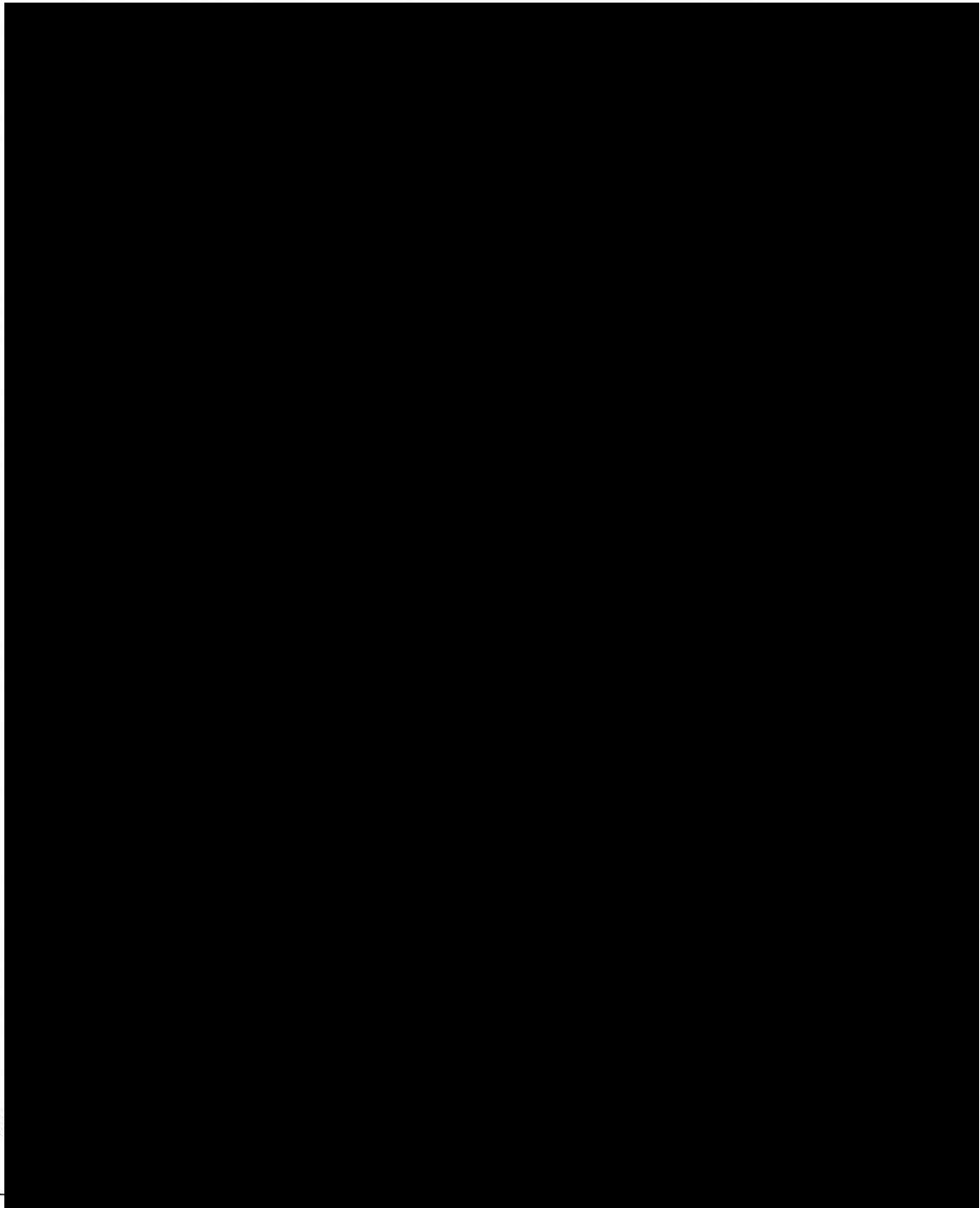


Attachment 1

Limited Warranty

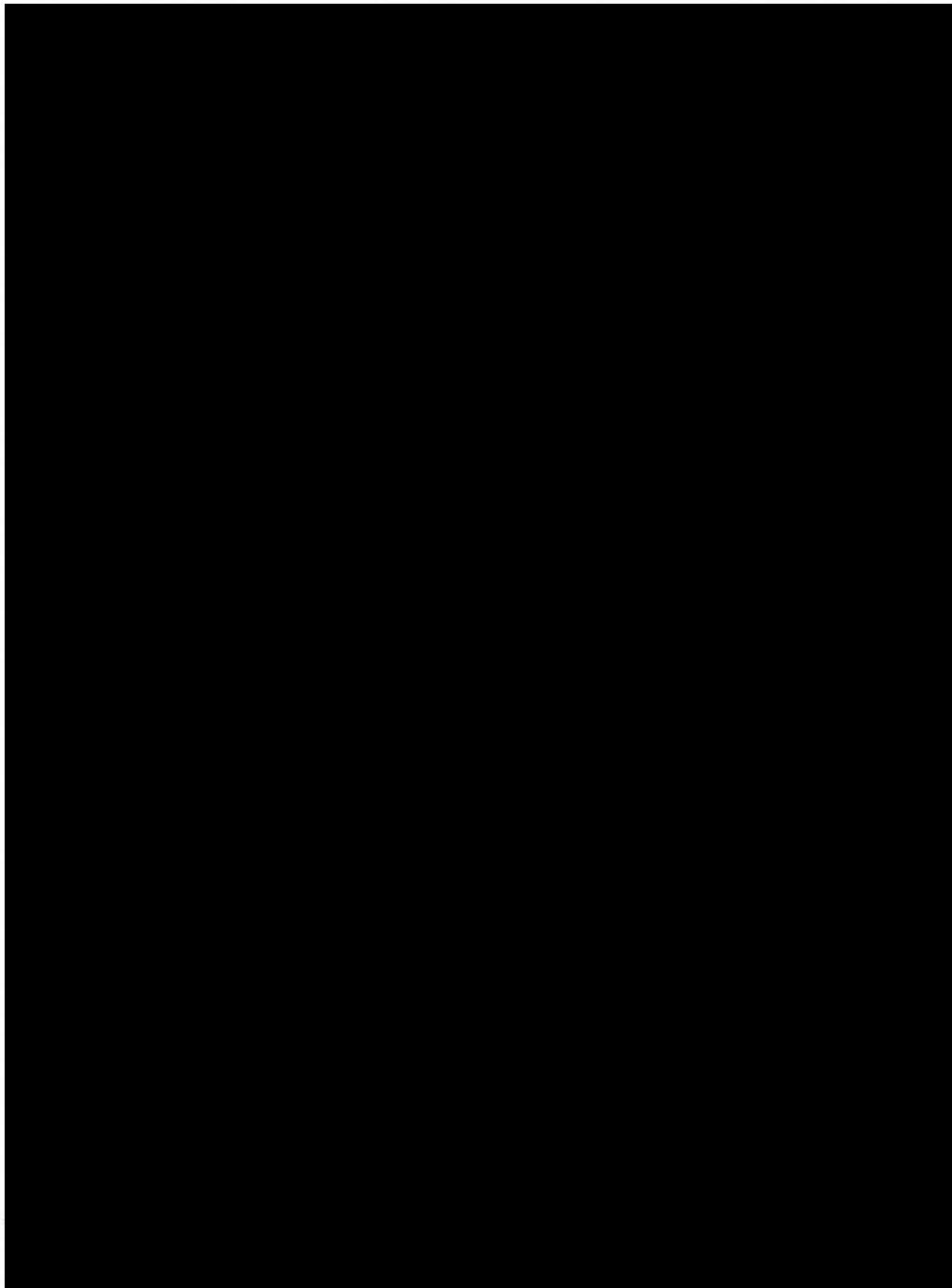


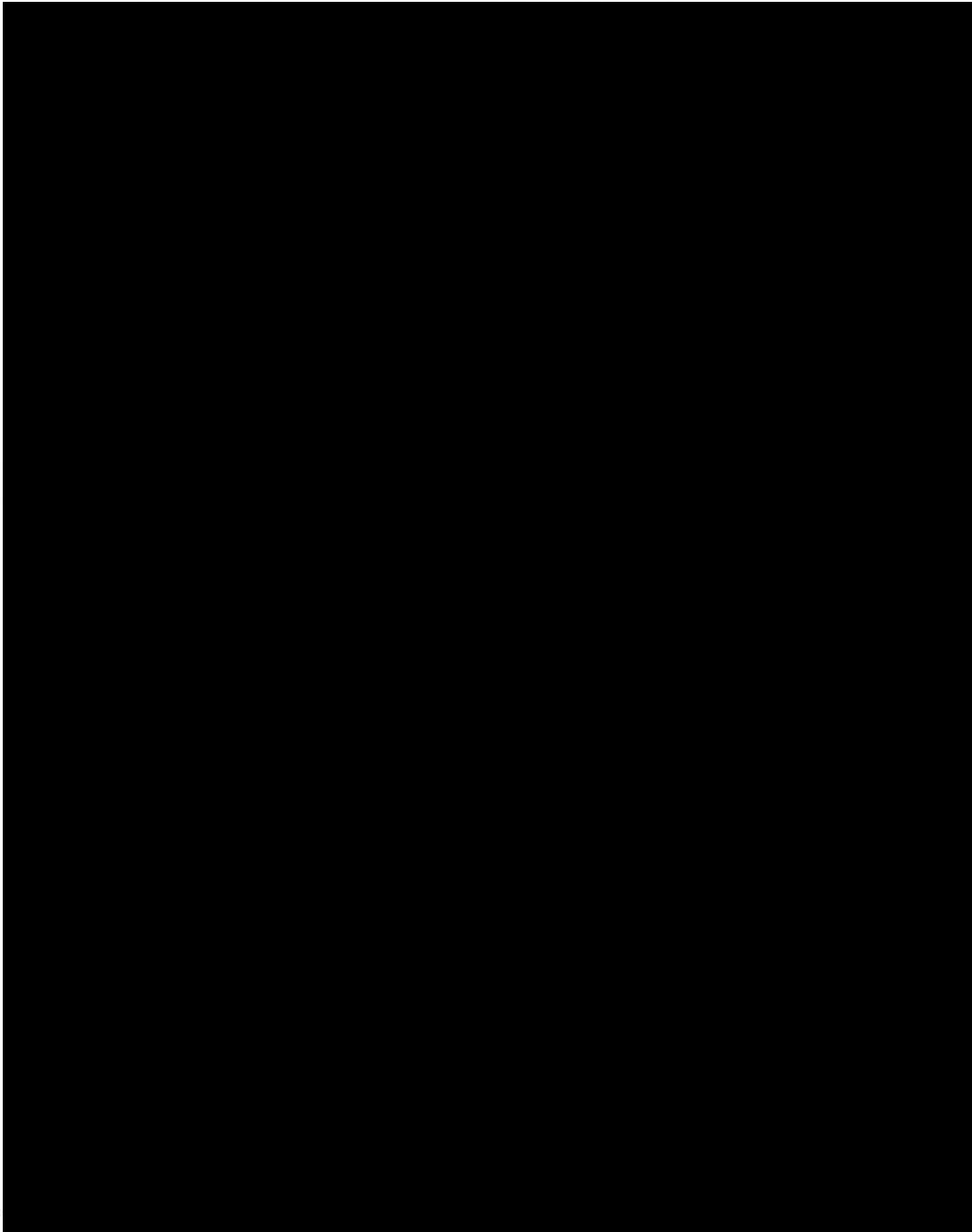
BOVIET **SOLAR**



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

BOVIET
SOLAR



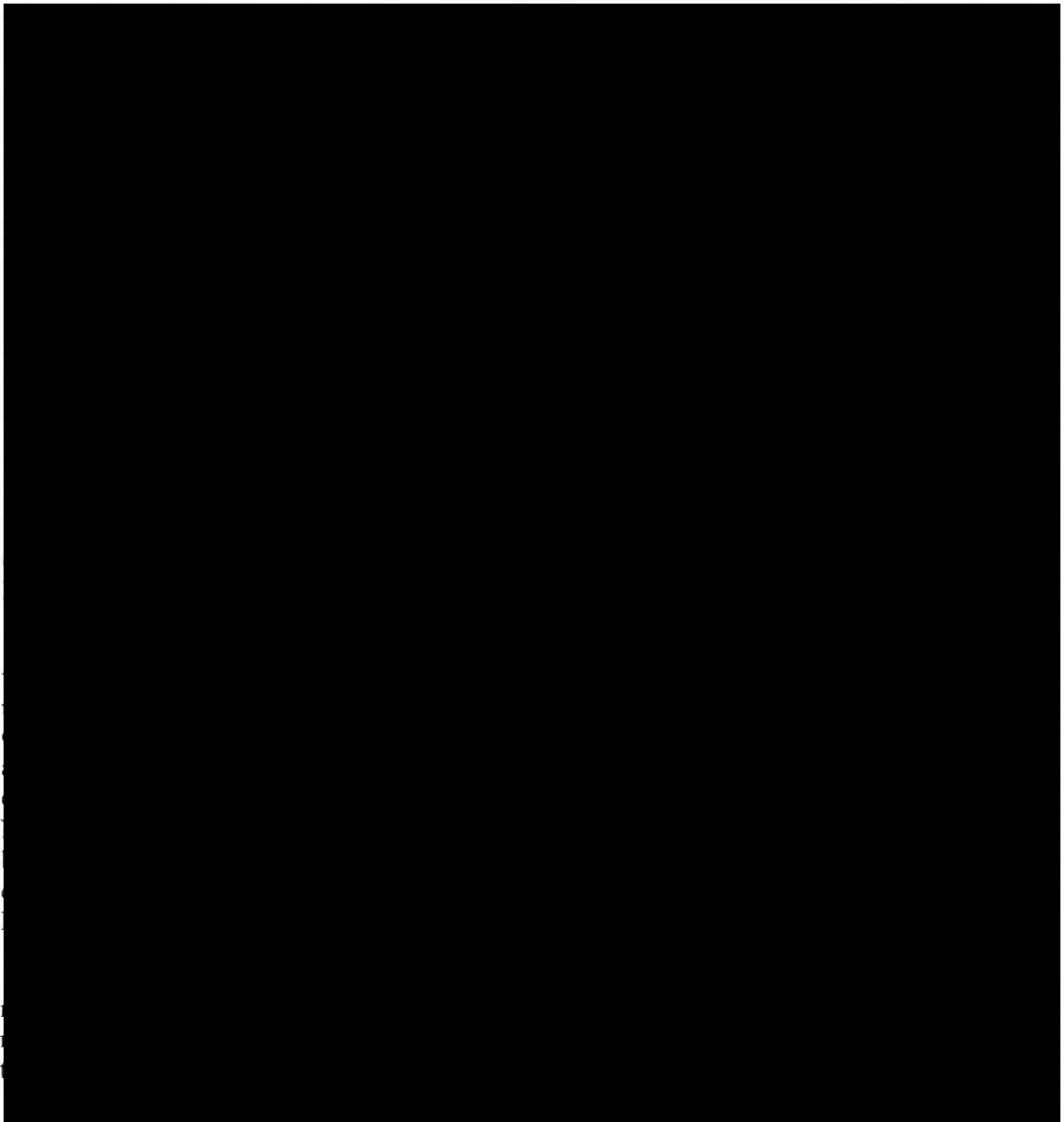


Attachment 2

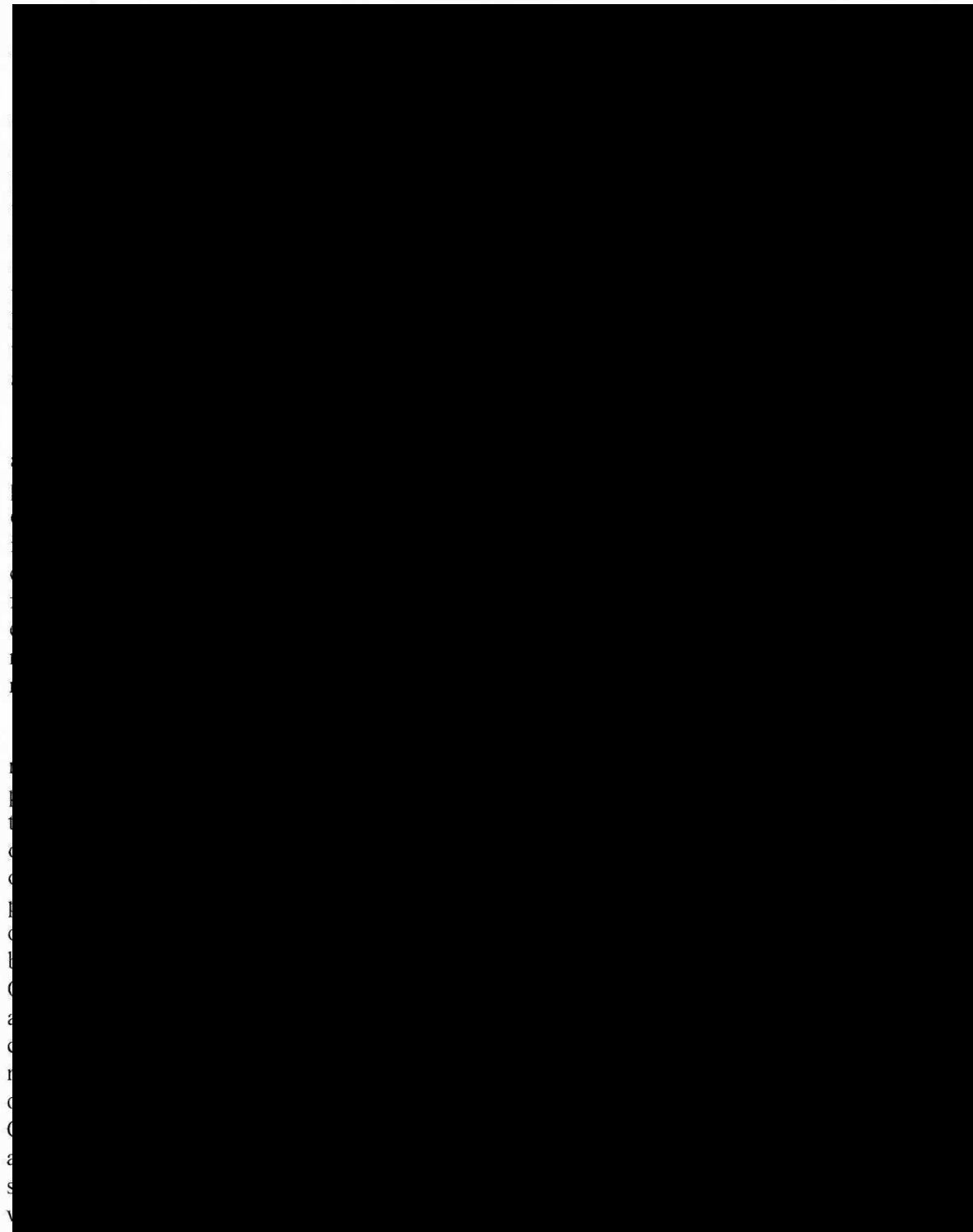
Boviet Solar USA Ltd. 1735 North 1st Street, Suite #300, San Jose, CA 95112



Form of Seller Parent Guaranty

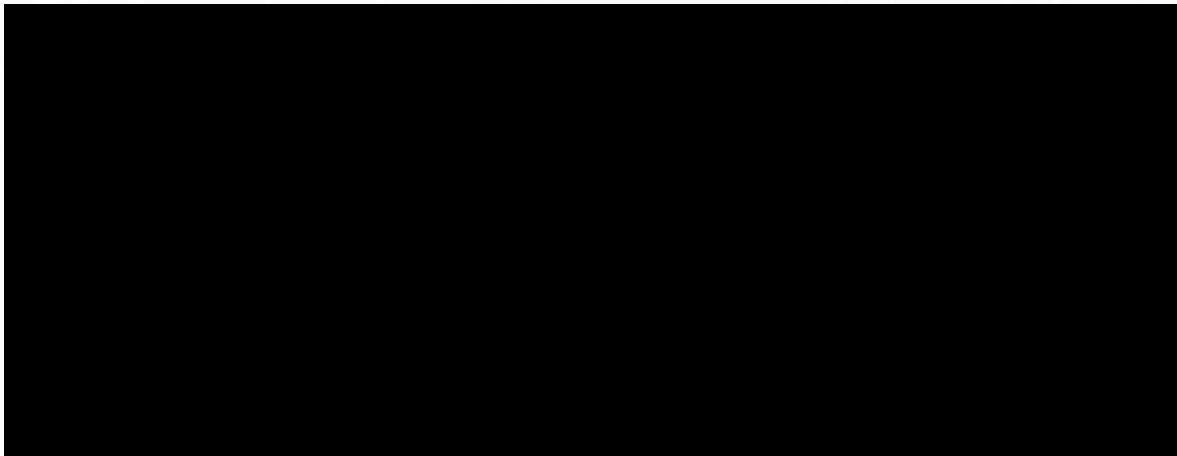
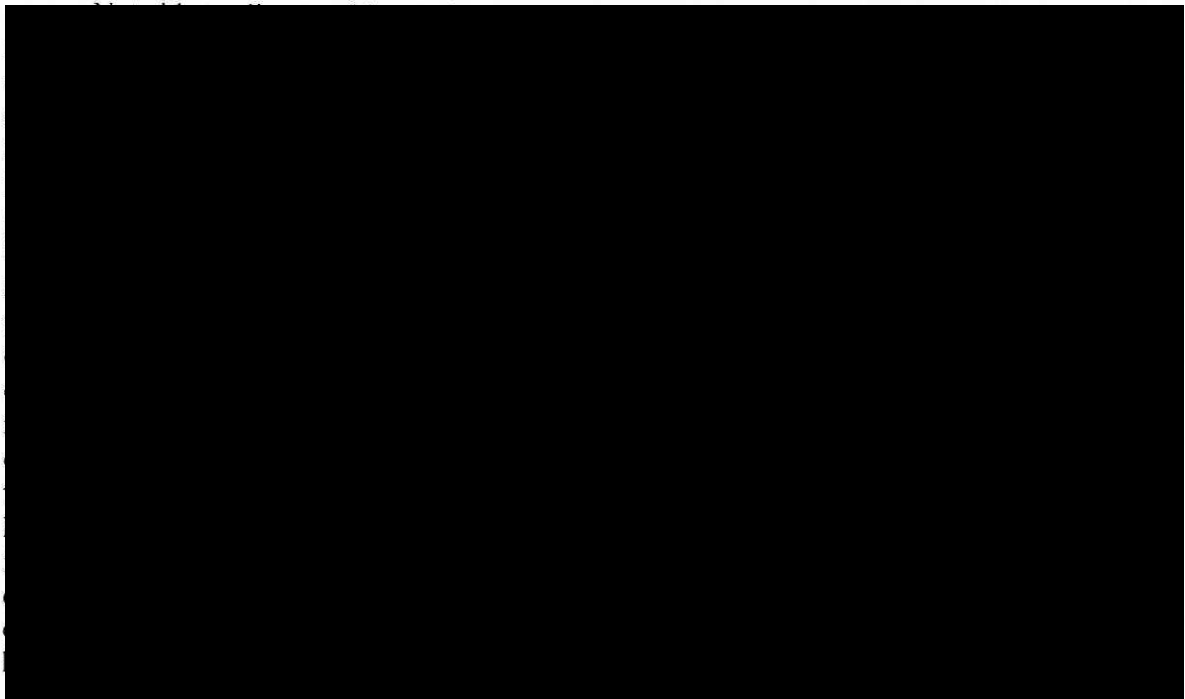
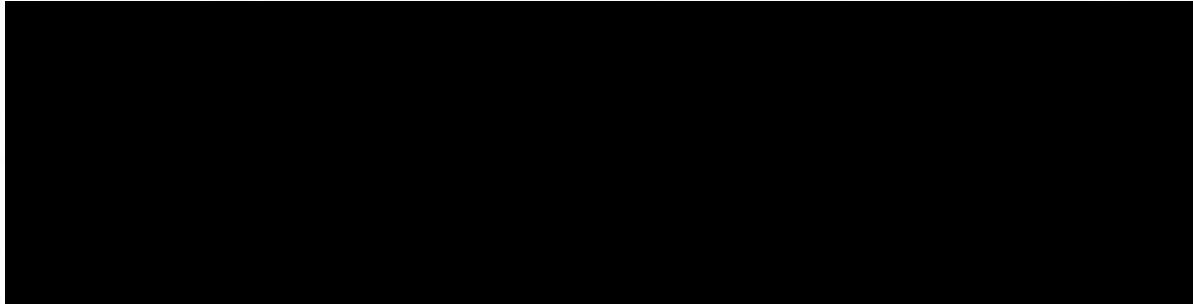


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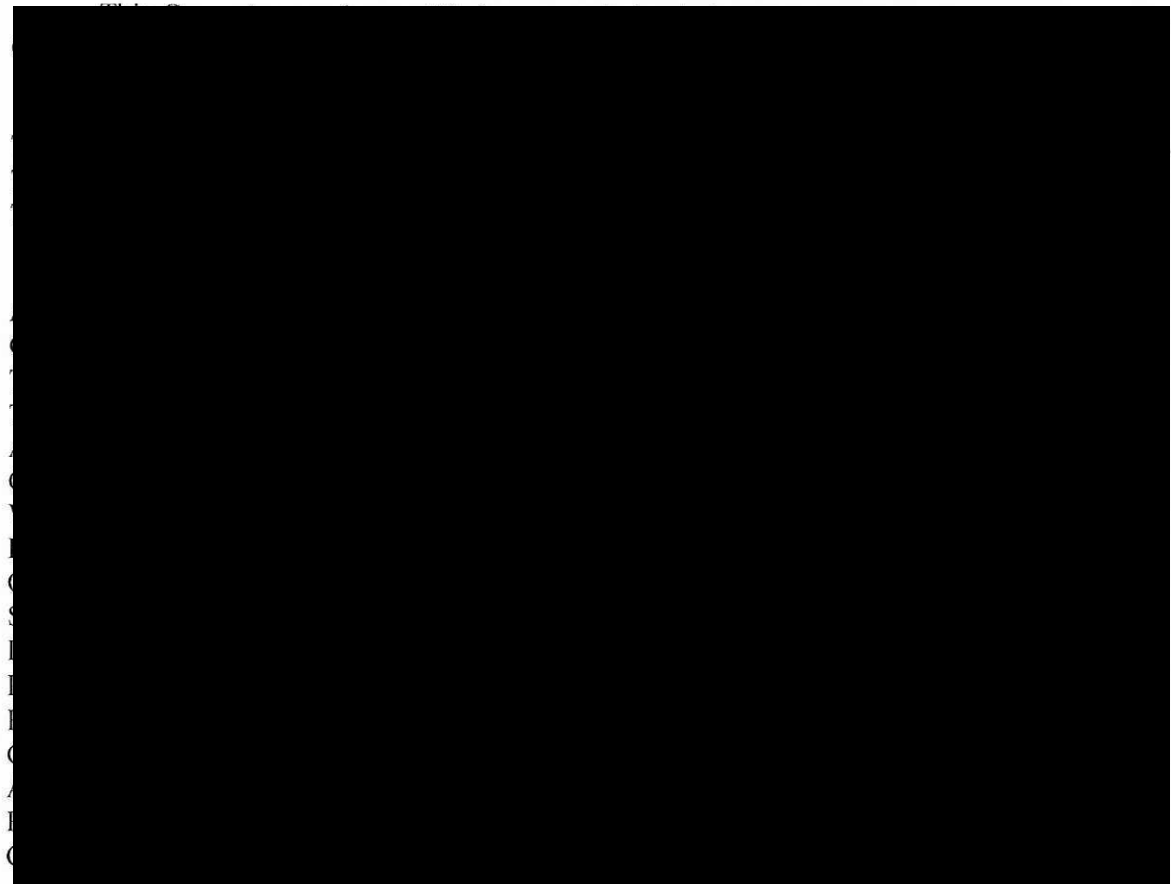
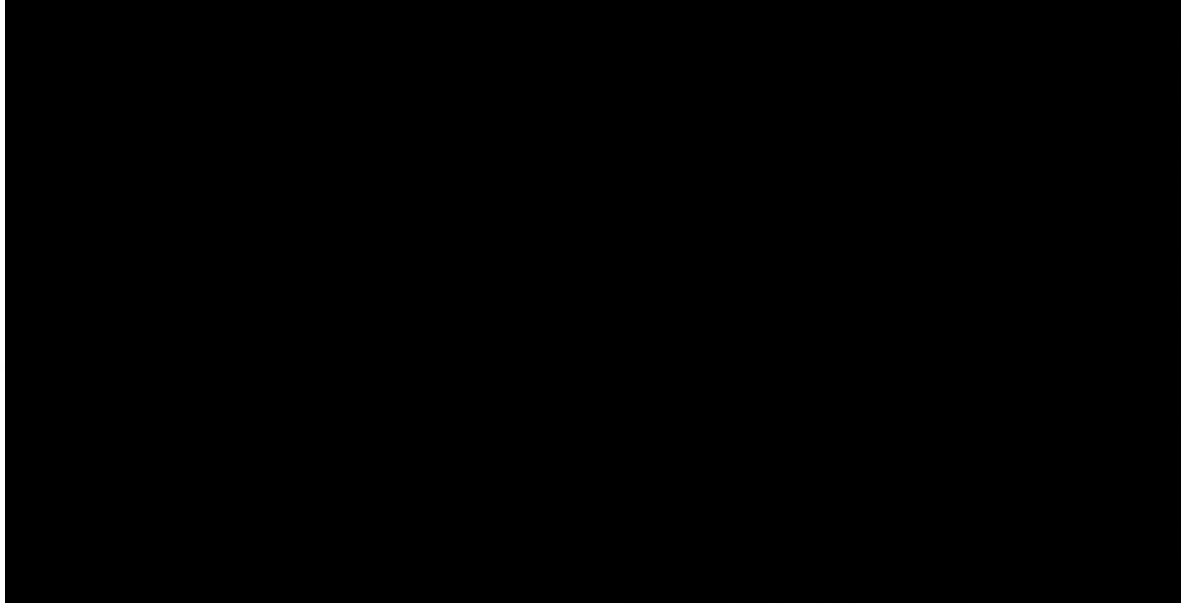


Boviet Solar USA Ltd. 1735 North 1st Street, Suite #300, San Jose, CA 95112

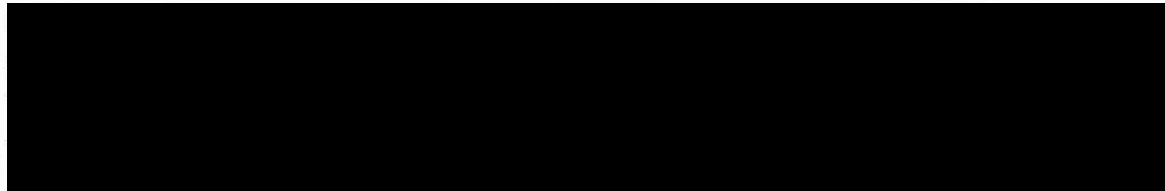
bOVIET SOLAR



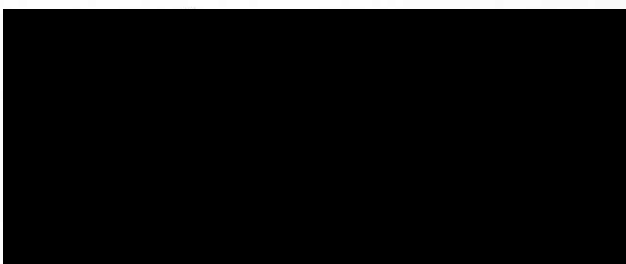
BOVIET **SOLAR**



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

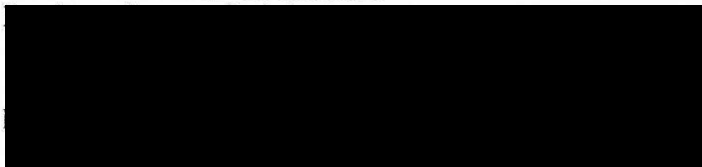


BOVIET SOLAR TECHNOLOGY CO., LTD.



Signed as of the date first written above by:

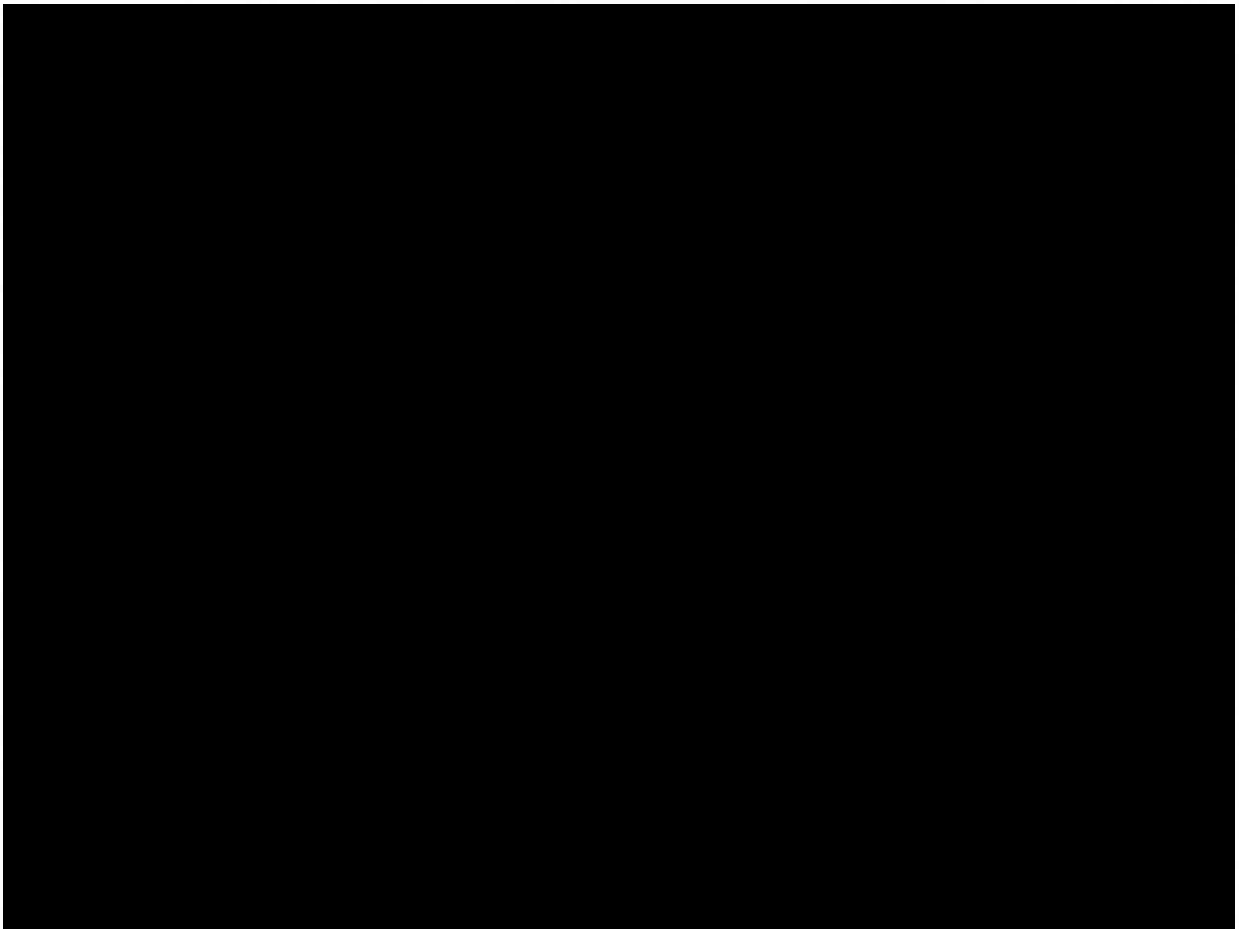
DTE ELECTRIC COMPANY





Attachment 3

Form of Seller Invoice

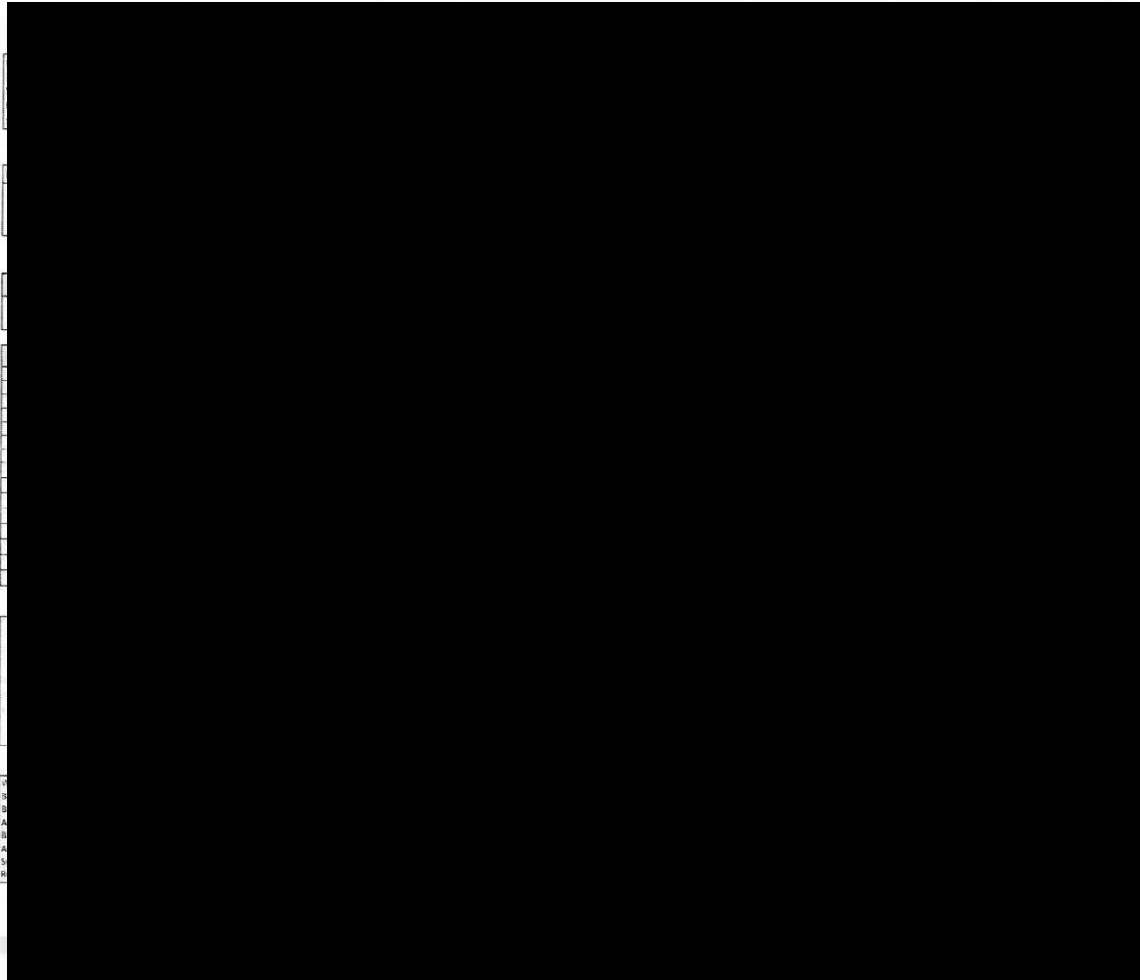


THANK YOU FOR YOUR BUSINESS!

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

BOVIET

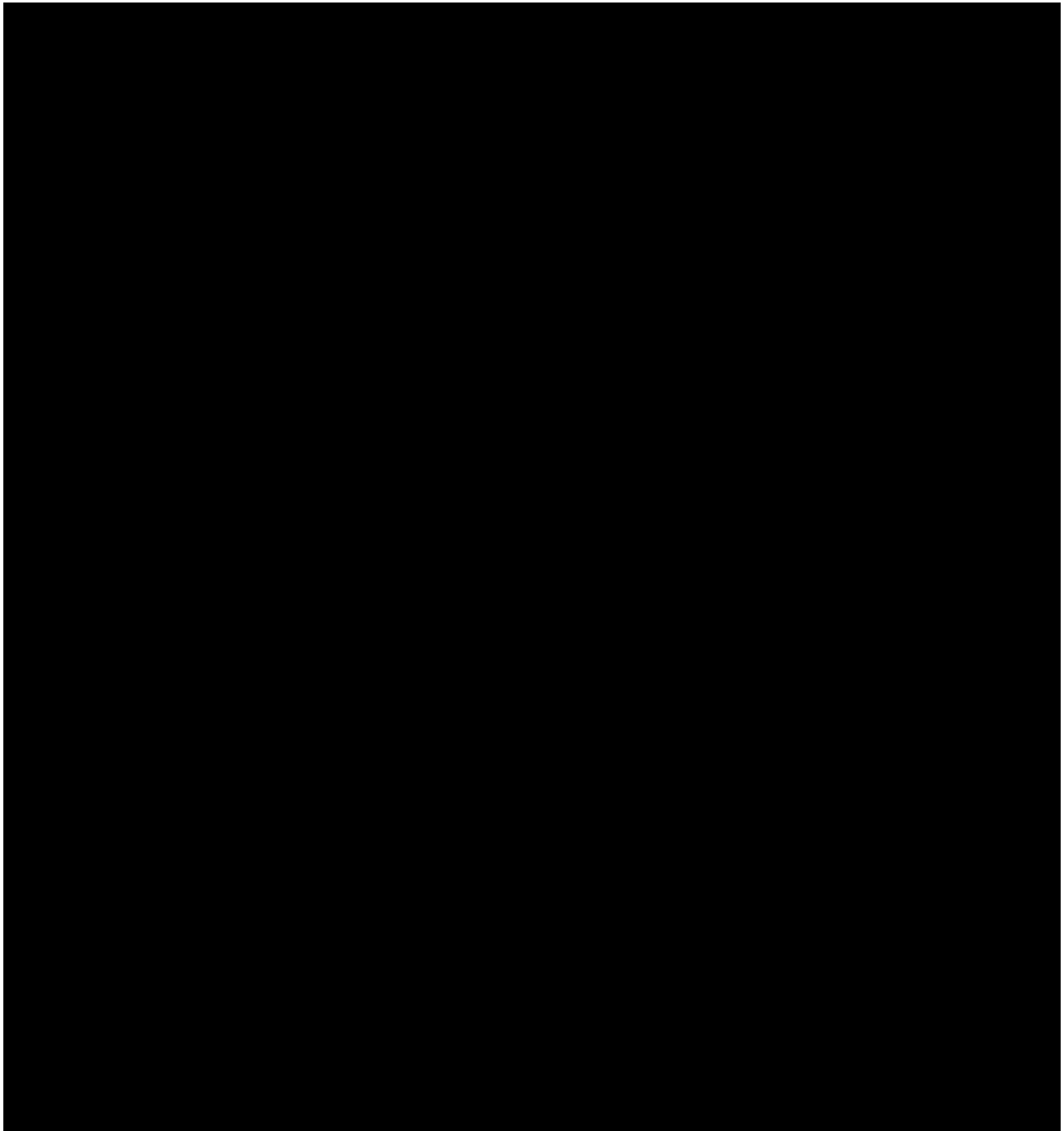
SOLAR





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

by
an

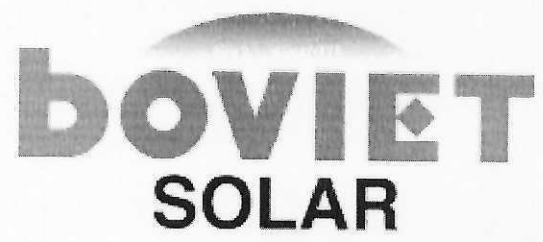
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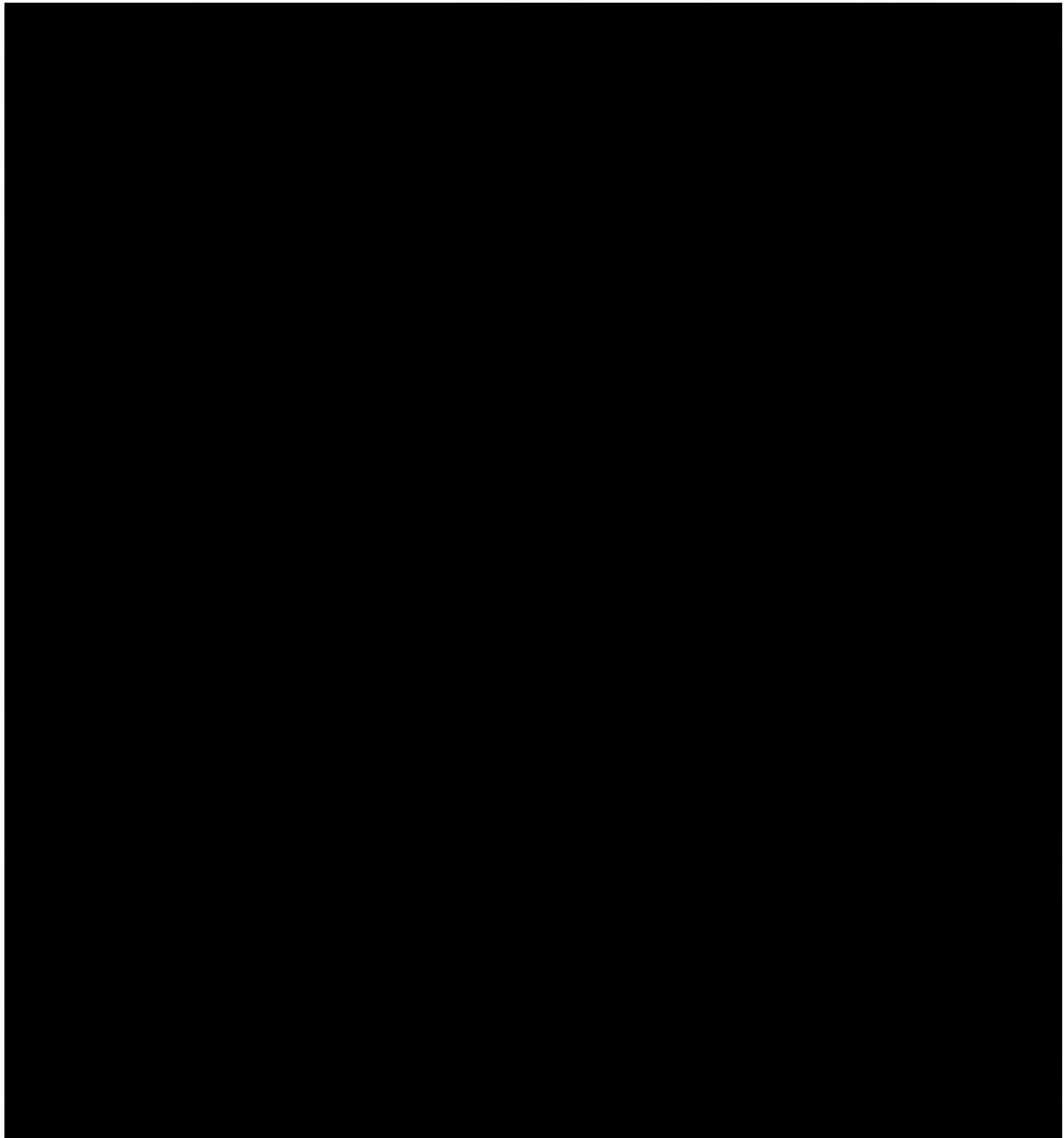
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Attachment 6

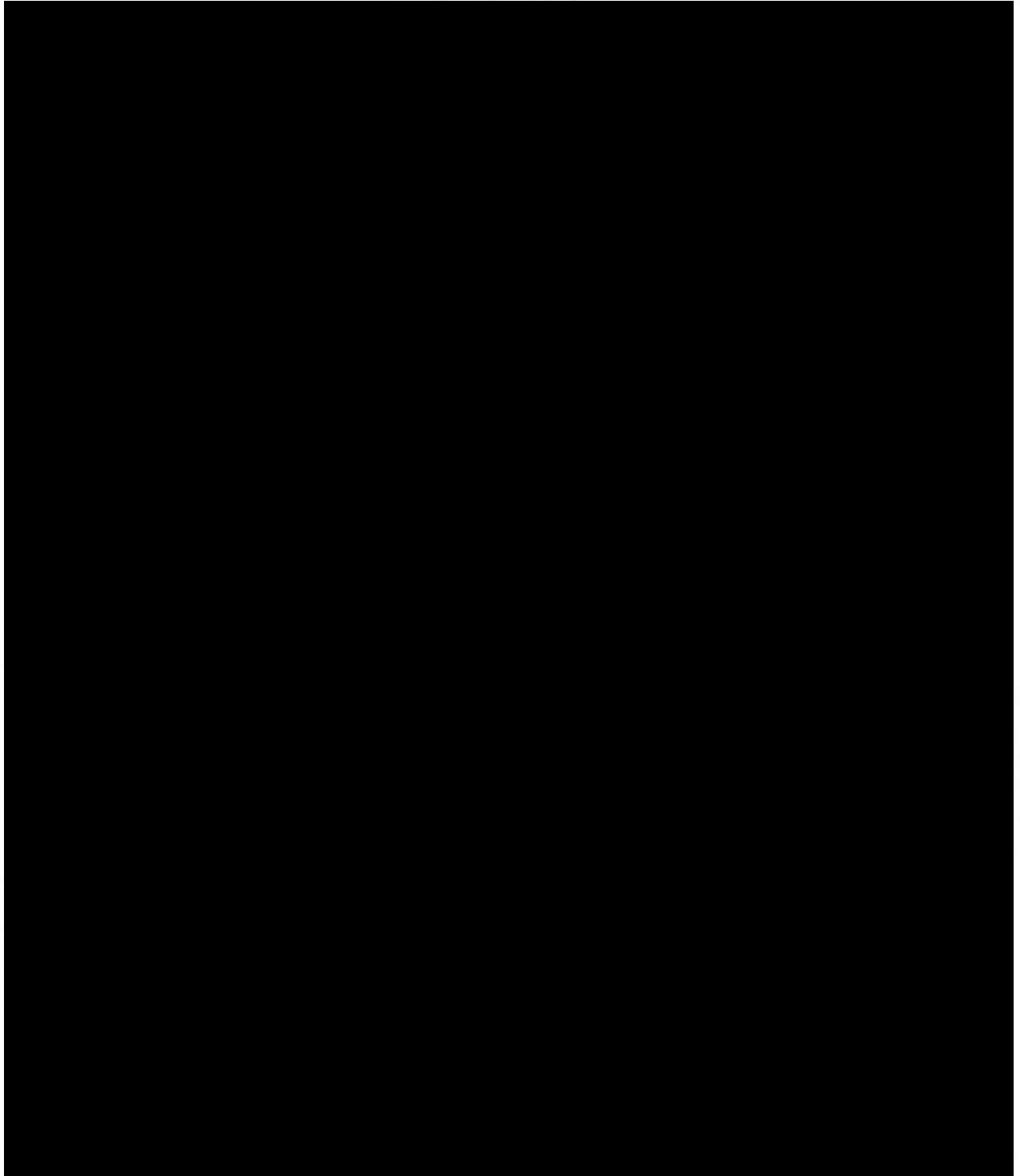
Cargo Insurance





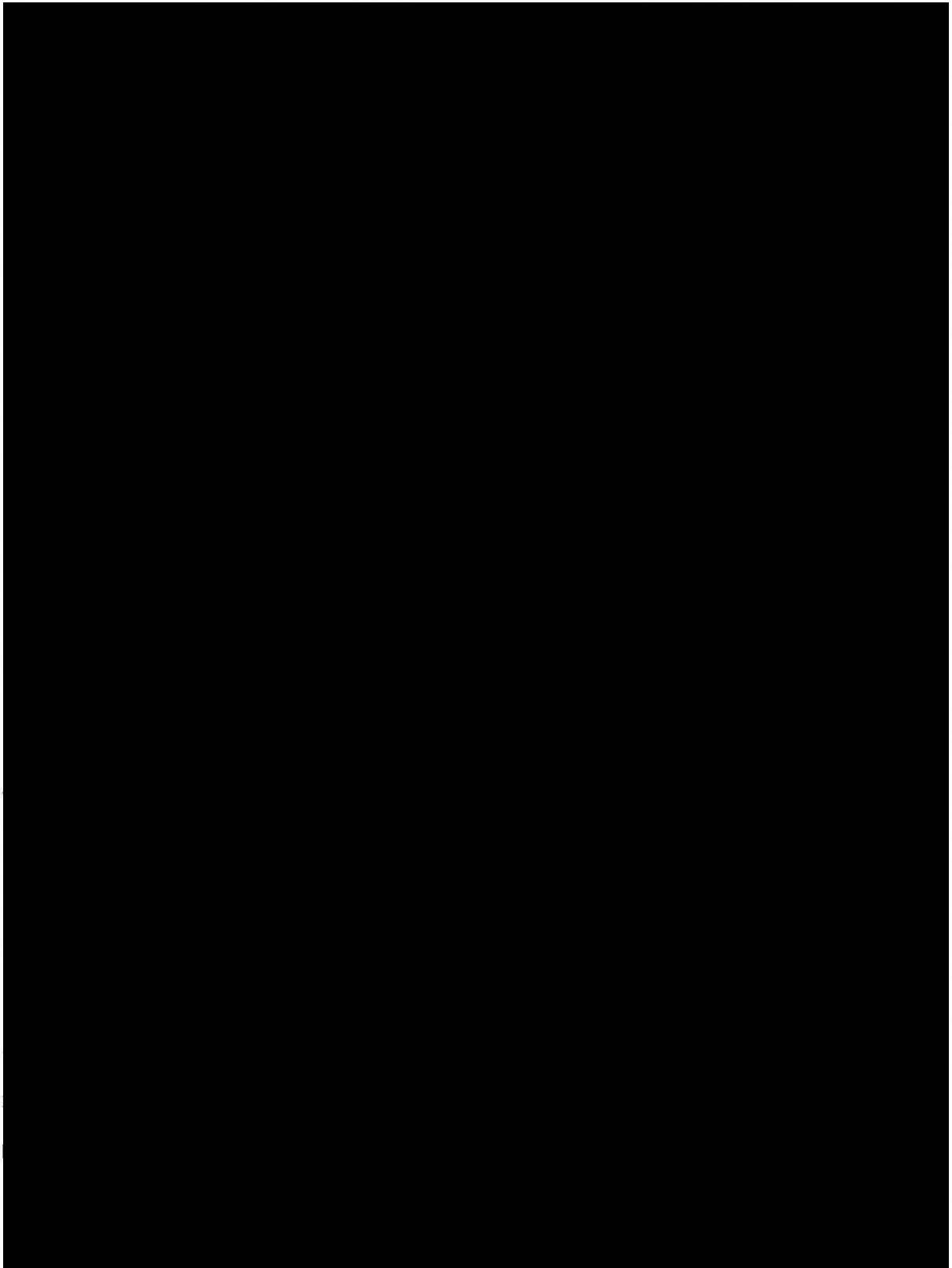
boviet

SOLAR

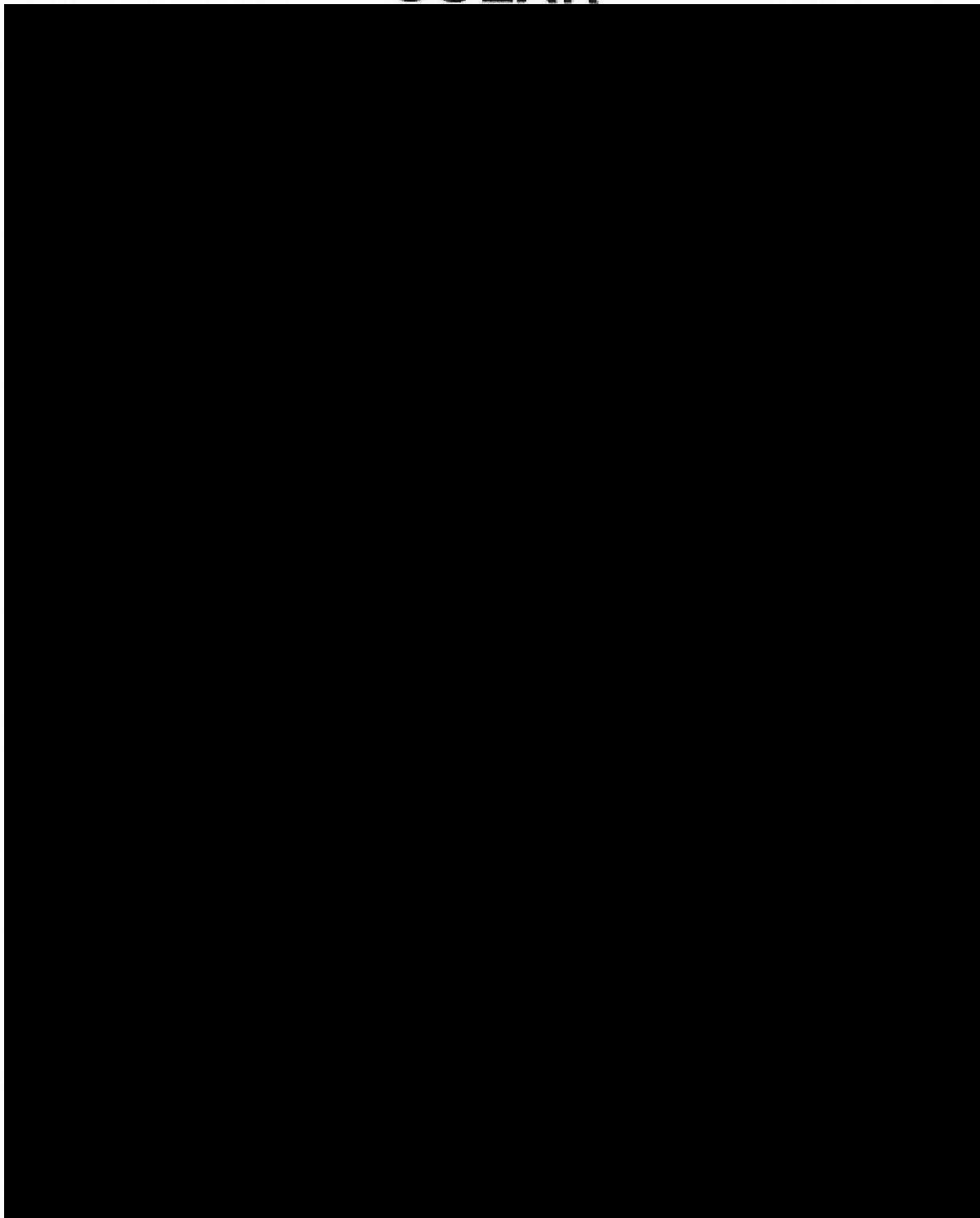


Boviet Solar USA Ltd. 1735 North 1st Street, Suite #300, San Jose, CA 95112

BOVIET
SOLAR

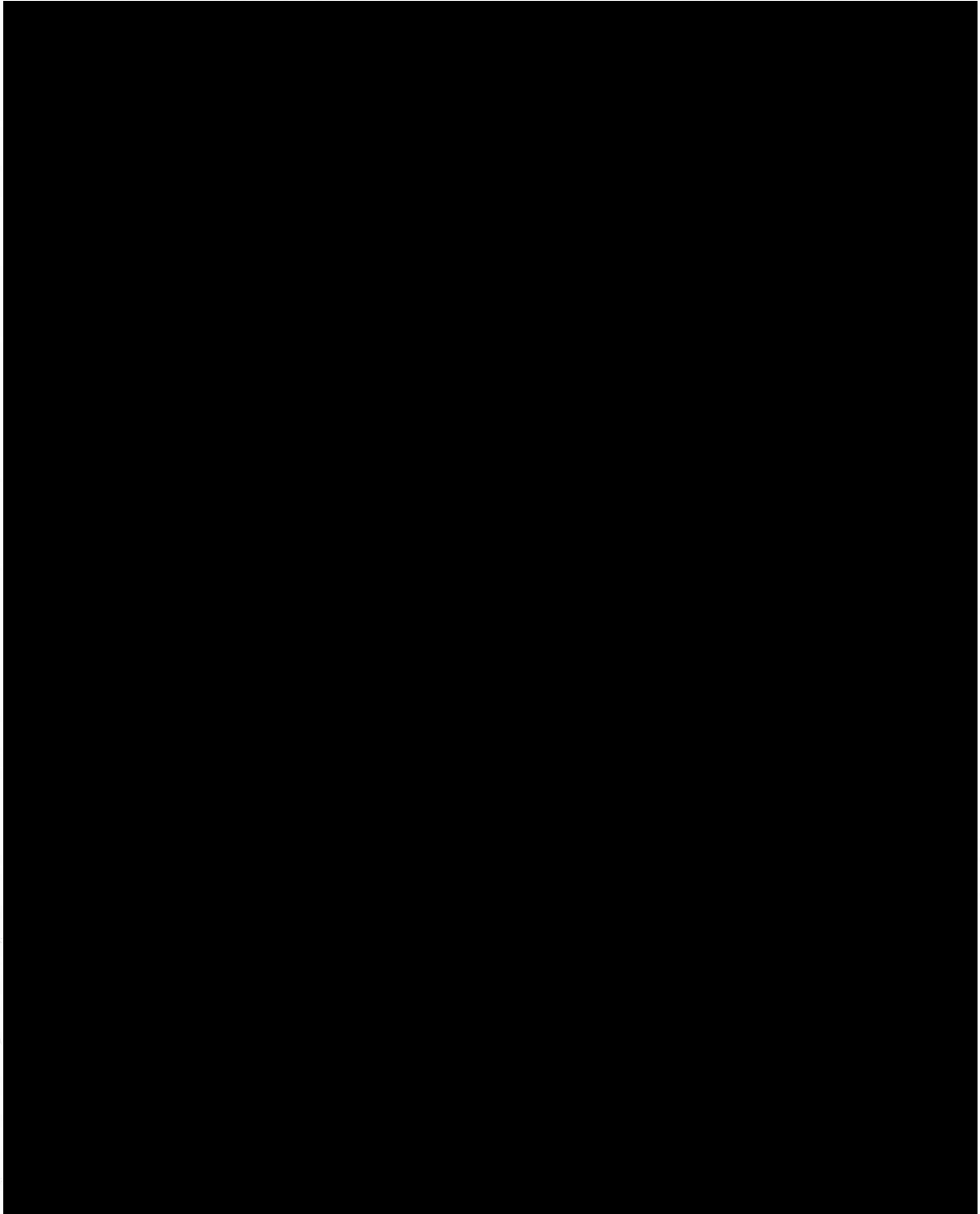


BOVIET **SOLAR**

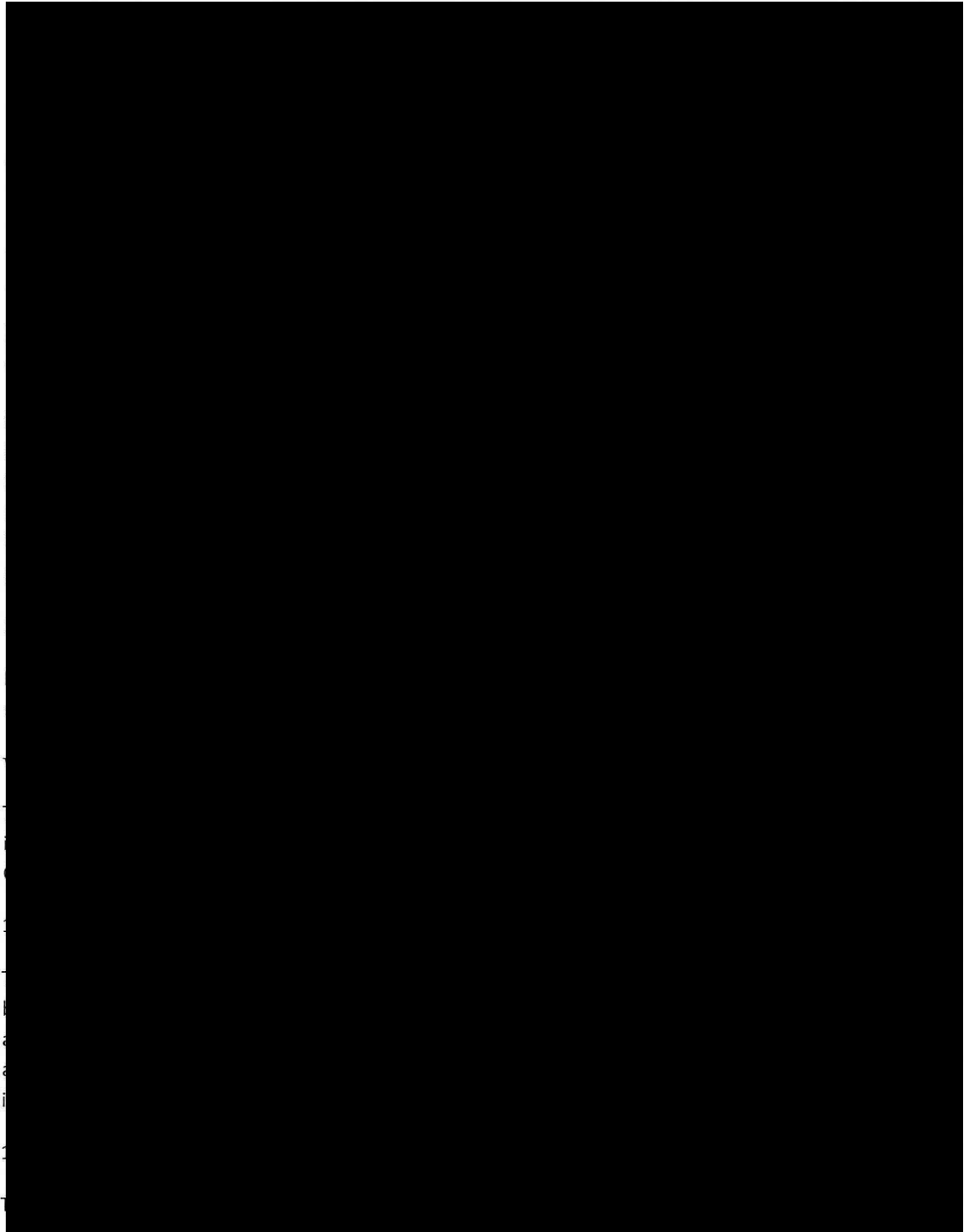


Boviet Solar USA Ltd. 1735 North 1st Street, Suite #300, San Jose, CA 95112

boviet
SOLAR

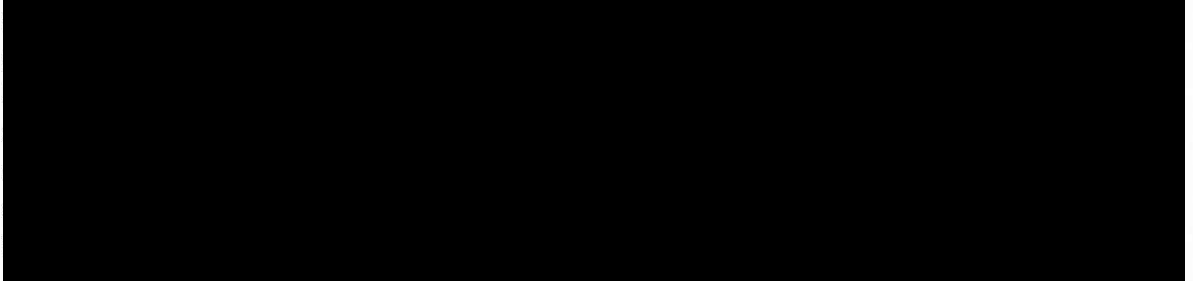


BOVIET **SOLAR**



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

BOVIET
SOLAR

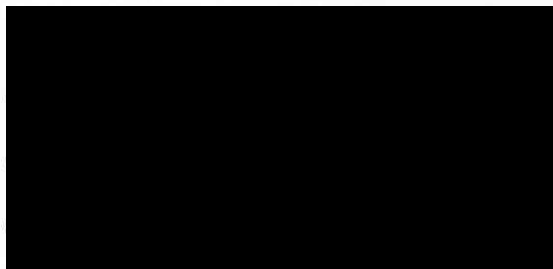


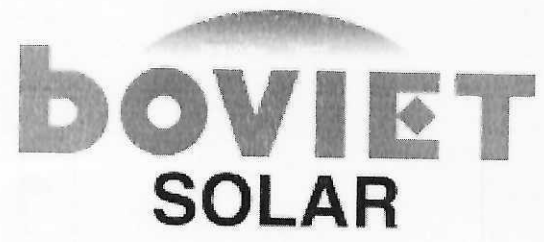


Attachment 7

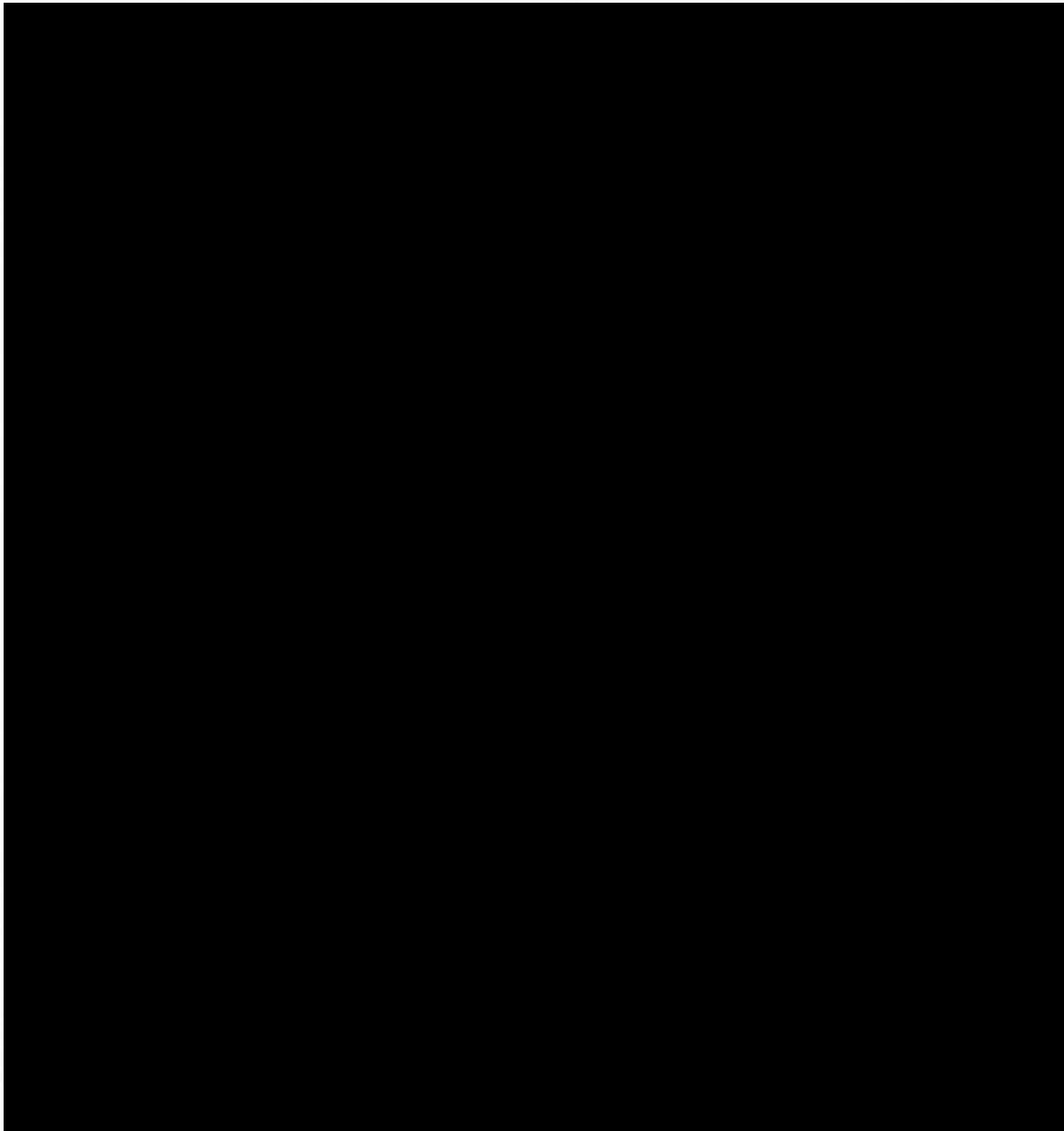
Approved OEM Manufacturing Partner List

- 1.
- 2.
- 3.
- 4.





Attachment 8
Procurement Whitelist



Attachment B

Affiant: Dunlap
Attachment: B
Page No.: 1 of 1

Attachment: B

Attachment: B

[illegible]

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the Application of)
DTE ELECTRIC COMPANY for)
approval of its Integrated Resource Plan)
pursuant to MCL 460.6t, and for other relief.)

Case No. U-21193

PROOF OF SERVICE

ESTELLA R. BRANSON states that on December 22, 2025, she served a copy of the DTE Electric Company's *ex parte* Application and supporting Affidavit of Luisa M. Dunlap in the above-captioned matter, via electronic mail upon the persons listed on the attached service list.

Estella R.
Branson

 Digitally signed by Estella R.
Branson
Date: 2025.12.22 17:28:13 -05'00'

ESTELLA R. BRANSON

MPSC Case No. U-21193

Service List

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mpattwell@clarkhill.com

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**CITIZENS UTILITY BOARD OF MICHIGAN;
MICHIGAN ENVIRONMENTAL COUNCIL;
NATURAL RESOURCES DEFENSE
COUNCIL; SIERRA CLUB**

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SIERRA CLUB

Hema Lochan
hlochan@earthjustice.org

**ENERWISE GLOBAL TECHNOLOGIES, LLC
d/b/a CPOWER**

Jennifer Utter Heston
Fraser Trebilcock Davis & Dunlap, P.C.
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jheston@fraserlawfirm.com

**MICHIGAN ENERGY INNOVATION
BUSINESS COUNCIL; THE INSTITUTE FOR
ENERGY INNOVATION; ADVANCED
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ALLIANCE**

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CENTER; SOLAR ENERGY
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**MPSC Case No. U-21193
Service List**

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CONSTRUCTION TRADES COUNCIL, AFL-
CIO; LOCAL 223, UTILITY WORKERS
UNION OF AMERICA (UWUA), AFL-CIO**

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MICHIGAN**

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SOULARDARITY; WE WANT GREEN, TOO

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