DTE Electric Company
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July 31, 2026

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 *ex parte* Application and supporting documents (public version). Also, the ***confidential*** Exhibit 1 - Affidavit of Luisa M. Dunlap and ***confidential*** Attachment C will be filed under seal with the Commission. Also attached is the Proof of Service.

Very truly yours,

Morgan L. Esters

Digitally signed by Morgan L. Esters
Date: 2026.07.31 18:56:18 -04'00'

Morgan L. Esters

MLE/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, MCL 460.6t, Section 6j of 1982 PA 304, MCL 460.6j, 2008 PA 295, MCL 460.1001 *et seq*., as amended, and all other applicable law, of the Company's Blazing Star Solar Power Purchase Agreement ("Blazing Star PPA"), as well as its Keystone Solar Park Project ("Keystone Project") and Peatville Solar Park Project ("Peatville Project"), (collectively, the "Projects"), and find that the PPA and Projects are consistent with the Company's Integrated Resource Plan ("IRP"), as approved in the Commission's Order Approving Settlement Agreement in Case No. U-21193 dated July 26, 2023. In support of its request, DTE Electric has attached as Exhibit 1 the Affidavit of Luisa M. Dunlap and Exhibit 2 the Affidavit of Ralph Luciani which are hereby fully incorporated into this Application, and states as follows:

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

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

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

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

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

6. The IRP Settlement Agreement requires the Company to seek approval of power purchase agreements and contracts selected for development of renewable resources arising from the IRP through *ex parte* applications to the Commission. The Parties agreed that projects are

consistent with the Company's IRP if they are determined to be priced at or below fair market value by the Independent Monitor ("IM") based on the bids submitted in the applicable Request for Proposal at or below 150% of the $52.80/MWh Solar Levelized Cost of Energy ("LCOE") used in the IRP model (i.e., $79.20/MWh).

7. DTE Electric is seeking the Commission's *ex parte* approval of the Blazing Star PPA, along with related relief. DTE Electric is also seeking the Commission's *ex parte* approval of the master supply agreements for solar panel modules ("Module MSAs"), master service agreements for engineering, procurement, and construction contracts ("EPC MSAs") (collectively, the "Contracts"), necessary to develop the Keystone Project and Peatville Project, along with related relief. The PPA is attached to Exhibit 1 as Attachment A (redacted), and the Contracts are attached to Exhibit 1 as Attachment B (redacted).

8. As detailed in the affidavits filed in support of this Application, the Company implemented a competitive solicitation in the form of the open, non-discriminatory Renewable Energy Request for Proposals (the "RFP") that sought at least 1350 MW of renewable energy capacity intended to meet the applicable IRP and MIGreenPower ("MIGP") demand by Q4 2028.

9. DTE Electric retained Guidehouse, Inc. ("Guidehouse") to serve as the IM with regard to the RFP. Among other things, Guidehouse provided support and oversight of the Company's RFP development, administration of the bidding, and proposal evaluation processes. Guidehouse served as the IM in the Company's RFP in a manner consistent with the Competitive Procurement Guidelines and the IRP Settlement Agreement. Guidehouse's Report entitled, "DTE 2025 Renewable Energy Request for Proposals" ("Guidehouse Report") has been submitted with this filing as Attachment A to Exhibit 2, Affidavit of Ralph Luciani.

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

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

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

13. The PPA and Projects were shortlisted for IRP and MIGP needs based on the process described above. The contracted PPA and Projects comprised 360 MW out of the total RFP ask of 1350 MW. A summary of the RFP responses is included in the Guidehouse Report. *See* Guidehouse Report, p. 21, Attachment A to Exhibit 2 (Affidavit of Ralph Luciani).

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

Blazing Star Power Purchase Agreement

15. The Blazing Star PPA is between DTE Electric and Blazing Star Solar LLC, which is an indirectly wholly-owned subsidiary of Apex Clean Energy Holdings LLC. The Blazing Star PPA requires Blazing Star Solar LLC, to design, engineer, construct, install, startup, test, operate, and maintain the Blazing Star Solar Project ("Blazing Star Project") such that it can sell renewable capacity, energy, ancillary services, and renewable energy credits ("RECs") to DTE Electric for a 20-year term. The Blazing Star Project will be sited in Allegan County and is anticipated to provide 125 MW_{AC} of renewable energy capacity with commercial operation date ("COD") expected to occur in Q2 2029. *See* Exhibit 1, Attachment A.

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

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

Keystone Solar Park Project

18. The Keystone Project is a Company-owned project that will connect to the Quarry substation being constructed in Iosco County and is anticipated to provide 50 MW_{AC} of renewable

energy nameplate capacity. The commercial operation date ("COD") of the Keystone Project is expected to occur no later than Q4 2028. With respect to the contracts necessary to construct the Keystone Project, DTE Electric has entered into a module supply agreement with New East Solar Energy (America) Inc. and a master service agreement with Barton Malow Company, for engineering, procurement, and construction. *See* Exhibit 1, Attachment B.

Peatville Solar Park Project

19. The Peatville Project is a Company-owned project that will be sited in Sanilac County. The project will connect to the Ridley Switching station being constructed in Sanilac County and is anticipated to provide 185 MW_{AC} of renewable energy nameplate capacity. The COD of the Peatville Project is expected to occur no later than Q4 2028. With respect to the contracts necessary to construct the Peatville Project, DTE Electric has entered into a module supply agreement with New East Solar Energy (America) Inc., Boviet Solar USA LTD, and Trina Solar (U.S.) Inc. and a master service agreement with Barton Malow Company, for engineering, procurement, and construction. *See* Exhibit 1, Attachment B.

20. The blended LCOE of the PPA and Projects is $81/MWh, inclusive of the FCM and tariff price caps, which is consistent with the Company's IRP Settlement Agreement of being below 150% of the $52.80/MWh solar LCOE used in the IRP model, which was $79.20/MWh, and is consistent with the fair market value of $98/MWh. The pricing of the PPA and Projects is inherently reasonable and prudent as a result of a competitive procurement process. Because the competitive procurement process provides the Company with actual costs from real-time bidding, the Company is assured that the costs reflect competitive market prices.

21. The PPA and Projects were procured consistent with the Competitive Procurement Guidelines and are at a cost that is aligned with the IRP Settlement Agreement. Commission

approval of this Application will not cause alteration or amendment to the Company's rates or rate schedules, nor will Commission approval increase the cost of service compared to what was assumed in the Company's IRP Settlement Agreement.

22. To satisfy the commercial operation dates of the PPA and the Projects, the Company respectfully requests an expedited review and approval of this Application and accompanying PPA and Contracts with the issuance of a Commission order by October 1, 2026. The solar market supply chain, including major equipment procurement and construction remains affected by significant supply and demand volatility. Ongoing demand changes, coupled with constrained manufacturing capacity, changes in manufacturing locations, production delays, rapid technology advancements and labor constraints, continues to result in pricing fluctuations. Additionally, risks associated with tariffs may also result in pricing fluctuations. Any later approval may compromise the Company's ability to maintain contracted pricing for both the PPA and the Projects. Pursuant to the terms of the PPA, if the Commission does not approve DTE Electric's Application and the relief requested therein by November 5, 2026, then the PPA will automatically terminate.

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

A. Approve DTE Electric Company's Blazing Star PPA attached hereto as Exhibit 1, Attachment A, and find that the PPA is consistent with the Company's IRP Settlement Agreement;

B. Approve DTE Electric Company's Keystone Solar Park Project and Peatville Solar Park Project, including the Contracts necessary for the development of the Projects,

attached hereto as Exhibit 1, Attachment B, and find that the Projects and Contracts are consistent with the Company's IRP Settlement Agreement;

C. Grant *ex parte* approval of the relief requested herein without the time and expense of a public hearing by October 1, 2026; and

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

DTE ELECTRIC COMPANY

Dated: July 31, 2026

By: Morgan L. Esters Digitally signed by Morgan L. Esters Date: 2026.07.31 19:02:36 -04'00'

John A. Janiszewski (P74400)
Morgan L. Esters (P83072)
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One Energy Plaza, 1635 WCB
Detroit, MI 48226
Ph: (313) 235-7551

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 BLAZING STAR SOLAR POWER PURCHASE AGREEMENT, KEYSTONE SOLAR PARK, AND PEATVILLE SOLAR PARK

STATE OF MICHIGAN)

COUNTY OF WAYNE)

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

1. 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, became Manager in the Renewable Energy Competitive

Procurement group in September 2023, 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.

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

- Meridian Wind Park in Case No. U-18232,
- Fish Creek Solar Park, Little Trout Solar Park, and Mission Road Co-Location Solar Park in Case No. U-21361,
- Coldwater River Solar Park, White Pine Grove Solar Park, and Cedar Fields Solar Park in Case No. U-21193.
- 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,
- White Pine Grove Solar Park in Case No. U-21193,
- Cold Creek Energy Center, Fish Creek Energy Center and Pine River Energy Center in Case No. U-21990,
- Big Mitten Energy Center Tolling Agreement, Fermi Energy Center and Monroe I Energy Center in Case No. U-21193,
- Coldwater River Storage Tolling Agreement, Tuscola II Energy Storage Tolling Agreement, Isabella Energy Center and Meridian Energy Center in Case No. U-22054, and

- KCE MI 2 Energy Storage System Tolling Agreement and Redstart Energy Storage System Tolling Agreement in Case No. U-22060.

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

4. With this filing, DTE Electric ("The Company") is seeking the Commission's *ex parte* approval of the Blazing Star Solar Power Purchase Agreement ("Blazing Star PPA") (the "PPA") along with related relief. DTE Electric is also seeking the Commission's *ex parte* approval of the master supply agreements for solar panel modules ("Module MSAs") and master service agreements for engineering, procurement, and construction contracts ("EPC MSAs"), necessary to develop the Keystone Solar Park Project ("Keystone") and Peatville Solar Park Project ("Peatville"), (collectively, the "Projects"), along with related relief.

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

6. As explained further below, the blended levelized cost of energy ("LCOE") of the portfolio of PPA and Projects being requested for approval in this Application is consistent with the IRP Settlement Agreement and Amended REP Settlement Agreement and the price is inherently reasonable because it is the result of a competitive procurement process and reflects real world pricing and current market conditions. The costs relate to resources that are needed to ensure

DTE Electric can meet its obligations under 2008 PA 295, as amended by 2023 PA 235, and are consistent with the Company's IRP Settlement Agreement.

OVERVIEW OF POWER PURCHASE AGREEMENT

7. The Blazing Star PPA is between DTE Electric and Blazing Star Solar LLC, which is an indirect wholly-owned subsidiary of Apex Clean Energy Holdings LLC. The Blazing Star PPA requires Blazing Star Solar LLC, to design, engineer, construct, install, startup, test, operate, and maintain the Blazing Star Solar Project ("Blazing Star Project") such that it can sell renewable capacity, energy, ancillary services, and renewable energy credits (RECs) to DTE Electric for a 20-year term. The Blazing Star Project will be sited in Allegan County and is anticipated to provide 125 MW_{AC} of renewable energy capacity with commercial operation date ("COD") expected to occur in Q2 2029.

The PPA is attached to my Affidavit as Attachment A and incorporated herein by reference.

OVERVIEW OF COMPANY-OWNED PROJECTS

8. The Company seeks to construct the Keystone Solar Park, and Peatville Solar Park. With respect to the master supply agreements necessary to develop the Projects, DTE Electric has entered into Module MSAs with New East Solar Energy (America) Inc. ("NE Solar"), Boviet Solar USA LTD ("Boviet"), and Trina Solar (U.S.) Inc ("Trina Solar")[1], through competitive bidding processes. DTE Electric has entered into an EPC MSA with Barton Malow Company ("Barton Malow") for engineering, procurement, and construction contracts. The Module MSAs and EPC MSA are collectively referred to in this Affidavit as "the Contracts" and are attached to my Affidavit as Attachment B and incorporated herein by reference.

[1] DTE Electric's contract with Trina Solar (U.S.) Inc is a module sales agreement. *See* Attachment B to my Affidavit.

9. The Contracts require: NE Solar, Boviet, and Trina Solar to provide solar panel modules; Barton Malow to design, engineer, construct, install, start-up, and test the Projects. Additional contracts for other facility components have been negotiated and are being negotiated and are included in the total installed cost of Keystone, and Peatville.

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

Table 1: Contracts Assigned to the Projects:

	Keystone	Peatville
Module Supply Agreement	NE Solar	NE Solar Boviet Trina Solar
EPC MSA	Barton Malow	Barton Malow

10. Keystone will be sited in Iosco County. The project will connect to the Quarry substation being constructed in Iosco County and is anticipated to provide 50 MW_{AC} of renewable energy nameplate capacity. The COD of Keystone is expected to occur no later than Q4 2028.

11. Peatville will be sited in Sanilac County. The project will connect to the Ridley substation being constructed in Sanilac County and is anticipated to provide 185 MW_{AC} of renewable energy nameplate capacity. The COD of Peatville is expected to occur no later than Q4 2028.

COMPETITIVE PROCUREMENT PROCESS

12. The PPA and Projects were submitted in response to DTE Electric's 2025 Renewable Energy Request for Proposal ("RFP"). The Company developed the RFP in consultation with the MPSC Staff pursuant to and consistent with the December 4, 2008, Temporary Order and December 23, 2008, Amendatory Order in Case No. U-15800, the September 9, 2021, Competitive Procurement Guidelines ("Competitive Procurement Guidelines") in Case No. U-20852, and the IRP Settlement Agreement (Case No. U-21193).

13. DTE Electric retained Guidehouse, Inc. ("Guidehouse") to serve as an independent monitor ("IM") of DTE Electric's RFP process and to leverage its experience with utilities across the United States in similar competitive procurements. The Company's use of an IM conformed to the Commission's Competitive Procurement Guidelines and the IRP Settlement Agreement. Guidehouse provided support and oversight of the Company's RFP development, administration of the bidding, and proposal evaluation processes. Guidehouse's role as IM in the Company's RFP process aligns with the definition of an IM in the Competitive Procurement Guidelines and is in accordance with Section 9 of the IRP Settlement Agreement. Guidehouse's report titled "DTE 2025 Renewable Energy Request for Proposals" has been included as Attachment A to Exhibit 2.

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

15. A pre-RFP conference was held on June 10, 2025, during which RFP documents and scorecard were shared with stakeholders for review and feedback. As a result of the pre-RFP conference and related correspondence, including with bidders and MPSC Staff, the Company received feedback and incorporated suggestions into the final RFP. DTE Electric appreciates and values feedback from all stakeholders and will continue to leverage learnings to inform and improve future RFP processes.

16. The RFP was issued on July 25, 2025, to procure at least 1350 MW[2] of renewable energy capacity in order to meet IRP and MIGreenPower ("MIGP") demand by Q4 2028. Proposal responses were due on September 12, 2025.

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

18. The PPA and Projects were shortlisted for IRP and MIGP needs based on the process described above. The contracted PPA and Projects comprised 360 MW out of the total RFP ask of 1350 MW. The Company intends to file for additional projects to meet the RFP target. A summary of the RFP responses is included in the Guidehouse Report *See* Guidehouse Report, p. 21, Attachment A to Exhibit 2 (Affidavit of Ralph Luciani). The megawatts will be allocated between MIGP and renewable portfolio standard compliance in accordance with the VGP Partial Settlement Agreement in Case No. U-21172.

19. The RFP requested projects with a COD of no later than Q4 2028. At the time of the RFP, the PPA in this filing had an expected COD meeting this criteria. The PPA encountered delays in the permitting process, pushing the expected COD for Blazing Star into Q2 2029.

[2] The RFP requested 1,400-1,450 MW which included 50-100 MW of Customer Requested Special Contract capacity.

PRICING AND TARIFF PROVISIONS FOR THE POWER PURCHASE AGREEMENT

20. Based on my knowledge related to the development of the IRP Settlement Agreement, as well as my leadership role in the negotiations to establish the PPA, I believe that the PPA is reasonable and prudent. The IRP Settlement Agreement established that projects are consistent with the Company's IRP if they are determined to be priced at or below fair market value by the IM based on the bids submitted in each respective RFP or at or below 150% of the $52.80 Solar LCOE used in the IRP model (i.e., $79.20). The blended LCOE of the portfolio of PPA and Projects is $81/MWh, inclusive of financial compensation mechanism and tariff price cap, and is consistent with fair market value of $98/MWh[3]. The pricing of the PPA and Projects is inherently reasonable and prudent as it is a result of the competitive procurement process and reflects real world pricing that reflects current market conditions.

21. The PPA includes a financial compensation mechanism ("FCM"). Blazing Star PPA is subject to a FCM pursuant to Section 6t (15) of Public Act 231 of 2023, MCL 460.6t(15):

> If an electric provider whose rates are regulated by the commission enters into a . . . purchase power agreement for renewable energy resources . . . with an entity that is not affiliated with that utility, the commission shall authorize a financial incentive for that utility calculated as the product of contract payments in that year multiplied by the electric provider's pre-tax weighted average cost of permanent capital comprised of long-term debt obligations and equity of the electric provider's total capital structure as determined by the commission's final order in the electric provider's most recent general rate case.[4]

[redacted] The first year FCM inclusive of the tariff cap is estimated at $7.67/MWh with an estimated lifetime value over the 20-year term of the PPA of $35 million. The

[3] *See* Guidehouse Report, p. 19, Attachment A to Exhibit 2 (Affidavit of Ralph Luciani), regarding the fair market value analysis.

[4] The pre-tax weighted cost of permanent capital is 8.80%. [5] The Expected LCOE with FCM row and Tariff Cap row are not additive in order to get to the Expected LCOE with Tariff Threshold and FCM.

FCM is not fixed through the term of the PPA and will be updated based on the Commission's final order in each succeeding general rate case.

22. The Blazing Star PPA includes a provision where DTE Electric and Blazing Star Solar LLC may increase the contract price due to a Trade Measure Event up to a contract price cap. [redacted] The price cap is a result of cost sharing between the Company and Blazing Star Solar LLC and serves as reasonable and prudent customer protection to limit the amount of tariff exposure/risk.

23. [redacted]

24. [redacted]

[redacted]

DTE Electric will file the final contract prices in Case No. U-21193.

25. DTE Electric is requesting approval of the Blazing Star PPA inclusive of the price cap amount. [redacted]

Table 2 below reflects the expected LCOE for the PPA:

Table 2: Expected LCOE for the PPA:

Project	**Blazing Star**
[redacted]	[redacted]
Expected LCOE with Tariff Cap and FCM ($/MWh)[5]	$96/MWh

PRICING AND TARIFF PROVISIONS FOR COMPANY-OWNED PROJECTS

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

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

Projects	Keystone	Peatville
Installed Cost ($/kw)	$2544/kW	$2242/kW
LCOE ($/MWh)[6]	$83	$76
PTC/ITC[7]	ITC	ITC
ITC Rate (%)	40%	40%

[5] The Expected LCOE with FCM row and Tariff Cap row are not additive in order to get to the Expected LCOE with Tariff Threshold and FCM.
[6] The LCOE includes carrying costs as Allowance for Funds Used During Construction (AFUDC).
[7] The IRA allows for the transferability of tax credits. The Company is assuming these tax credits will be transferred at a 5% discount and transferred ITCs are not subject to normalization.

27. The Keystone, and Peatville projects will be eligible for the 30% Investment Tax Credit ("ITC"). Additionally, these two projects are expected to qualify for the additional 10% ITC value assuming the Energy Community bonus. The nominal ITC value for Keystone and Peatville Projects is approximately $42 million, and $136 million.

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

29. The Company reasonably and prudently safe-harbored equipment in 2025 for the Projects and is expecting to receive the eligible ITC shown above in Table 3. Only one type of tax credit, Production Tax Credit ("PTC") or ITC, was chosen for each Project. Actual tax credit selection may vary based on actual Project-specific data. If there is a change in tax law that impacts the economics of the Projects, then the additional costs will be included in the applicable Renewable Energy Cost Reconciliation filing.

COMPANY-OWNED PROJECTS AND PPA PRICING

30. The blended LCOE of the Company-Owned Projects and PPA is $81/MWh, inclusive of financial compensation mechanism and tariff price cap, which is consistent with the with Company's IRP Settlement Agreement of being priced below the fair market value of $98/MWh as determined by the IM. I believe that the blended levelized cost of the PPA, including

FCM, and the Projects are reasonable and prudent. In addition, approval of the PPA, Projects and DTE Electric's related request for relief are consistent with the Company's approved IRP Settlement Agreement. Because the competitive procurement process provides the Company with actual costs from real-time bidding, the Company is assured that its costs reflect competitive market prices.

REQUEST FOR APPROVAL

31. To satisfy the commercial operation dates of the PPA and the Projects, the Company respectfully requests an expedited review and approval of this Application and accompanying PPA and Contracts with the issuance of a Commission order by October 1, 2026. The solar market supply chain, including major equipment procurement and construction remains affected by significant supply and demand volatility. Ongoing demand changes, coupled with constrained manufacturing capacity, changes in manufacturing locations, production delays, rapid technology advancements and labor constraints, continues to result in pricing fluctuations.. Additionally, risks associated with tariffs may also result in pricing fluctuations. Any later approval may compromise the Company's ability to maintain contracted pricing for both the PPA and Company owned Contracts. Pursuant to the terms of the PPA, if the Commission does not approve DTE Electric's Application and the relief requested therein by November 5, 2026, then the PPA will automatically terminate.

32. The PPA and Contracts which have been executed, are being submitted with the Company's Application as Attachment A and Attachment B, respectively. Based on my knowledge related to the development of the IRP Settlement Agreement, as well as the negotiations to establish the PPA and Contracts, the PPA and Contracts are consistent with the Company's IRP Settlement Agreement approved on July 26, 2023, in Case No. U-21193.

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

34. Public disclosure of the redacted details in the PPA and Contracts will hamper the Company's ability to provide the lowest reasonable renewable energy and advanced cleaner energy power supply cost to its retail electric customers. Therefore, it is in the best interests of DTE Electric and its customers for such commercially sensitive information to remain confidential and undisclosed. DTE Electric consulted with MPSC Staff on July 28, 2026 to provide an overview and review of the Projects and related PPA and Contracts. The original unredacted PPA and Contracts are available for inspection by the Commission and its Staff at the Company's premises or by other agreed upon means.

35. Based on my experience and the above determinations, it is in the best interests of DTE Electric and its customers for the Commission to approve the Blazing Star Solar Power Purchase Agreement, Keystone Solar Park, and Peatville Solar Park and grant the Company's related requests for relief.

Further, Affiant sayeth not.

Luisa M. Dunlap

Digitally signed by Luisa M. Dunlap
Date: 2026.07.31 19:05:30 -04'00'

Luisa M. Dunlap

Subscribed and sworn to before
me this 31st Day of July 2026.

Estella R. Branson

Digitally signed by Estella R. Branson
Date: 2026.07.31 19:08:29 -04'00'

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

Attachment A

Execution Version

POWER PURCHASE AGREEMENT

By and Between

DTE ELECTRIC COMPANY,

a Michigan Corporation

and

BLAZING STAR SOLAR, LLC,
a Delaware limited liability company

July 23, 2026

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[redacted]

[redacted]

POWER PURCHASE AGREEMENT

This POWER PURCHASE AGREEMENT is made and entered into as of the 23rd day of July, 2026 (the "Contract Date"), by and between DTE ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Michigan, ("DTE"), and Blazing Star Solar, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Supplier"). DTE and Supplier are hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

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

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

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

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

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

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

ARTICLE 1
AGREEMENT; INTERPRETATION; DEFINITIONS

1.1 Documents Included. This Power Purchase Agreement between DTE and Supplier consists of this document ("Body of the Agreement") and the exhibits which are attached hereto or shall be attached hereto in accordance with the provisions of this Agreement (collectively, "Exhibits" and collectively with the Body of the Agreement, this "Agreement"), and which Exhibits are specifically made a part hereof by this reference.

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

mutual agreement or in accordance with the terms of this Agreement. Such amendments, if any, must be in the form of a written amendment to this Agreement and signed by authorized representatives of both Parties to this Agreement.

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

1.4 Rules of Interpretation.

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

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

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

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

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

1.4.1.5 The term "day" means a calendar day (beginning at 12:00 a.m. and ending at 11:59 p.m.). The term "month" means a calendar month, and the term "year" means a calendar year. Unless otherwise expressly provided, dates and times are in the applicable time zone(s) used by MISO for specific purposes under the MISO Tariff.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[redacted]

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

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

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

"Affiliate" means,

(a) with respect to any Person other than DTE, any other Person that directly or indirectly, through one (1) or more intermediaries, Controls, is Controlled by or is under common Control with that Person; provided, however, that the term "Affiliate," when used with respect to Supplier, shall not include any direct or indirect third party tax equity investor in Supplier; and

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

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

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

"Ancillary Services" has the meaning ascribed to the term "Ancillary Service" in the MISO Tariff as of the Contract Date, to the extent available from the Project and for which the Project qualifies.

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

"Appraiser" means a nationally recognized and accredited third-party appraiser which shall (a) be qualified to appraise solar photovoltaic generating businesses and, if possible, experienced in such businesses in the general geographic region of the Project, (b) have been engaged in the appraisal or business valuation and consulting business for a period of not less than [redacted] and (c) not be an Affiliate of either Party.

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

[redacted]

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

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

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

"Business Day" means a day other than Saturday, Sunday or a day that is a legal holiday under Michigan law.

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

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

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

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

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

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

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

[redacted]

[redacted]

[redacted]

[redacted]

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

"Co-Located Project" means an energy facility owned by Supplier or Supplier's Affiliate that (a) interconnects with the Transmission System at the Delivery Point, and/or (b) delivers electricity directly to the Project through a direct current couple.

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

"Commercial Operation" means that Supplier has (a) demonstrated to DTE's reasonable satisfaction, not to be unreasonably withheld and subject to the timing requirements in Section 5.4, that the requirements set forth in Section 5.4 and [redacted] have been satisfied with respect to the Project, and (b) delivered a certificate to DTE in the form of [redacted] executed by a Responsible Officer of Supplier, together with the required supporting documentation.

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

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

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

"Construction Agreement" means the Facilities Construction Agreement associated with generator interconnection to the Transmission System, [redacted] among Supplier, MISO and Transmission Owner, as amended, restated, supplemented, or otherwise modified from time to time.

"Contract Capacity" means 125 MWac.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Dedicated Interconnection Capacity" means the dedicated interconnection capacity allocated to the Project in the Interconnection Agreement, which is set forth in [redacted] is subject to Section 3.3.5. For the avoidance of doubt, Dedicated Interconnection Capacity does not include Network Resource Interconnection Service.

[redacted]

[redacted]

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

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

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

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

"Delivery Term" means the period commencing on the Commercial Operation Date and expiring on the twentieth (20th) anniversary of the Commercial Operation Date, unless terminated earlier in accordance with the terms and conditions of this Agreement.

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

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

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

[redacted]

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

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

[redacted]

[redacted]

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

[redacted]

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

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

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

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

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

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

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

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

"Equipment Supply Agreement" means an agreement between Supplier or EPC Contractor (as applicable) and the Equipment Supplier with whom Supplier or EPC Contractor (as applicable) contracts to supply one (1) or more Major Components.

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

[redacted]

[redacted]

[redacted]

"External Communications Interface" or "ECI" means the electronic connection point at which the Project's data is made available to DTE using the [redacted].

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

"FERC" means the Federal Energy Regulatory Commission.

[redacted]

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

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

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

[redacted]

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

"Full NTP" means (a) Supplier has provided a full and unlimited written notice to proceed to the EPC Contractor(s) pursuant to the EPC Contract(s) for the Project, (b) construction of the Project has commenced with a fully executed MSA, and (c) Supplier has obtained insurance and delivered certificates of insurance with respect to all insurance policies required to be maintained by Supplier under this Agreement in accordance with Section 16.3. "Full NTP" shall occur by May 30, 2027, unless extended pursuant to Section 3.16.1.

"Gains" means with respect to any Non-Defaulting Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Termination Costs), resulting from the termination of this Agreement for the remaining Term of this Agreement, determined in a commercially reasonable manner. Factors used in determining the economic benefit to a Party may include: reference to information supplied by one (1) or more third parties, excluding Affiliates of the Non-Defaulting Party; quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets; comparable transactions; forward price curves based on economic analysis of the relevant market; and settlement prices for comparable transactions at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining Term of this Agreement, and includes the value of Energy, Capacity Attributes, Renewable Energy Benefits and Ancillary Services. Only if the Non-Defaulting Party is unable, after using commercially reasonable efforts, to obtain third-party information to determine the gain of economic benefits, may the Non-Defaulting Party use

information available to it internally suitable for this purpose in accordance with prudent industry practices.

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

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

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

[redacted]

[redacted]

[redacted]

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

[redacted]

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

"Indemnified Party" has the meaning ascribed to that term in Section 17.1.1.

"Indemnifying Party" has the meaning ascribed to that term in Section 17.1.1.

[redacted]

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

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

"Interconnection Facilities" means the equipment, supporting software and firmware, and ancillary facilities, including any modifications, additions and upgrades made to such facilities,

which are necessary to connect the Project to the Transmission System as described in [redacted]

[redacted]

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

"Lenders Consent" has the meaning ascribed to that term in Section 20.7.

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

[redacted]

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

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

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

"Losses" means, with respect to the Non-Defaulting Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Termination Costs), resulting from termination of this Agreement for the remaining Term of this Agreement, determined in a commercially reasonable manner. Factors used in determining economic loss to a Party may include: reference to information supplied by one (1) or more third parties (excluding Affiliates of the Non-Defaulting Party), quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining Term of this Agreement and must include the value of Energy,

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

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

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

[redacted]

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

[redacted]

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

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

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

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

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

"MISO Planning Year" has the meaning ascribed to the term "Planning Year" in the MISO Tariff.

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

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

"MPSC" means the Michigan Public Service Commission.

[redacted]

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

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

"MWh" means a megawatt hour of electrical energy.

[redacted]

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

[redacted]

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

"Network Upgrades" has the meaning ascribed to that term in the MISO Tariff.

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

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

[redacted]

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

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

"Operator" means [redacted] or (b) an experienced provider of operations and maintenance services to photovoltaic solar energy generating facilities located in the same geographical area as the Project, in each case, who owns or operates, photovoltaic solar energy generating assets in the United States with an aggregate nameplate capacity [redacted] and approved by DTE in its commercially reasonable discretion to serve as the provider of operations and maintenance services for the Project.

"Option" has the meaning ascribed to that term in Section 14.4.

[redacted]

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

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

[redacted]

[redacted]

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

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

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

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

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

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

[redacted]

"Product" means all Energy, all Capacity Attributes, all Ancillary Services that the Project produces and all associated Renewable Energy Benefits.

[redacted]

[redacted]

"Project" means the 125 MWac solar photovoltaic generating facility described in [redacted] located at the Site and including mechanical equipment and associated facilities and equipment required to deliver Energy to the Delivery Point.

[redacted]

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

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

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

[redacted]

[redacted]

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

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

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

[redacted]

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

[redacted]

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

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

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

[redacted]

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

[redacted]

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

"[redacted]

"S&P" means S&P Global Ratings, Inc.

[redacted]

"SCADA" means supervisory control and data acquisition.

"Scheduled Commercial Operation Date" means [redacted].

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

"SEC" means the Securities and Exchange Commission.

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

[redacted]

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

[redacted]

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

[redacted]

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

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

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

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

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

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

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

[redacted]

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

[redacted]

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

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

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

[redacted]

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

[redacted]

[redacted]

"Transmission Owner" means Wolverine Power Cooperative Inc. (WPI) or any successor operator or owner of the Transmission System.

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

[redacted]

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

[redacted]

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

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

ARTICLE 2
TERM

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

ARTICLE 3
SUPPLY OBLIGATIONS

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

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

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

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

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

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

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

[redacted]

[redacted]

[redacted]

[redacted]

3.6 DTE's Obligation and Delivery.

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

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

DTE will take all steps reasonably requested by Supplier to assist Supplier in such registration.

[redacted]

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

3.9 Product Payments; Administrative Fee.

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

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

3.11 Delivery of Renewable Energy Credits.

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

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

3.12 Renewable Energy Benefits. All Renewable Energy Benefits shall be vested in DTE and Supplier hereby transfers to DTE all Renewable Energy Benefits. In accordance with Good Utility Practice, Supplier shall take or cause to be taken all actions and do or cause to be done all things necessary, proper or advisable or as reasonably requested by DTE to qualify for, and for Supplier or DTE to receive, all available Renewable Energy Benefits and, if received by

Supplier, to transfer Renewable Energy Benefits to DTE, without further compensation, including (i) promptly after the Commercial Operation Date, registering the Project as a "renewable energy resource" or "renewable energy system" in MIRECS and (ii) maintaining such registration for the duration of this Agreement. Supplier shall timely execute all documents and shall timely take all actions necessary under Applicable Law to qualify for all available Renewable Energy Benefits and to cause Renewable Energy Benefits to vest in and be delivered to DTE. In the event that, due to a change in Applicable Law after the Contract Date, (i) a Renewable Energy Benefit is created that did not exist on the Contract Date and (ii) DTE requests that Supplier take all steps necessary for DTE to qualify for, and receive, such Renewable Energy Benefit, Supplier shall take such steps and Supplier shall be responsible for the costs for each Renewable Energy Benefit provided for in this provision.

3.13 Ancillary Services.

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

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

will obtain DTE's consent for any settlement of the reactive rate proceeding, with such consent not to be unreasonably withheld.

3.13.3 Limitation on Obligation. Supplier will not be required to provide any Ancillary Services to the extent that providing such Ancillary Services would (a) result in a reduction in the Delivered Amount that Supplier could have delivered if Supplier did not provide such Ancillary Services or (b) cause Supplier to be subject to any type of regulatory penalty, cost, risk, sanction, or enforcement action as a result of providing or failing to provide Ancillary Services.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

ARTICLE 4
INVOICING AND PAYMENTS

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

ARTICLE 5
PROJECT CONSTRUCTION, OPERATIONS, AND MODIFICATIONS

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

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

Milestone set forth in [redacted], will not be met by the applicable date designated in the Project Milestone Schedule, and if requested by DTE, shall convene a meeting with DTE to discuss the situation and possible remediation plans not later than [redacted] following DTE's request. For avoidance of doubt and without prejudice to Supplier's other obligations under this Agreement, [redacted]

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

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

5.5 Development and Construction Updates and Reporting. Supplier shall on a [redacted] prior to Supplier's issuance of Full NTP and on a [redacted] thereafter, provide to DTE a report that includes the status in achieving Project Milestones and any other required

milestones under the Interconnection Agreement, progress in obtaining any approvals or certificates in connection with achieving Financial Closing, Full NTP and the Commercial Operation Date, and a discussion of any significant development or construction issues and/or foreseeable disruptions or delays. The [redacted] project reports must be provided by no later than the [redacted] following the end of the [redacted]. The [redacted] project reports must be provided by no later than the [redacted] for the [redacted]; provided that Supplier may reasonably adjust the date on which such [redacted] reports are due to align with reporting obligations to financing parties under the engineering, procurement and construction contract so long as the reporting cadence remains the same. Upon request of DTE, Supplier shall meet virtually or have a call with DTE to review this data and any information related to Supplier's status in achieving the Project Milestone activities listed in the Project Milestone Schedule. Beginning on the date that is [redacted] prior to the Planned Synchronization Date, Supplier shall provide the project reports required by this Section 5.5 to DTE at least [redacted] and shall include in such project reports the status in achieving Project Milestones and any other required milestones under the Interconnection Agreement, progress in obtaining any approvals or certificates in connection with achieving Financial Closing, Full NTP and the Commercial Operation Date, and a discussion of any significant development or construction issues and/or foreseeable disruptions or delays.

[redacted]

[redacted]

[redacted]

5.8 Operation and Maintenance.

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

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

5.8.3 Unsafe Conditions; Personnel. If a representative of the Operator or Supplier identifies an unsafe condition at the Site or with respect to the Project at any time during the course of performing any inspection of or maintenance at, or while otherwise present at, the Site or the Project, Supplier shall, or shall cause the Operator to, promptly provide DTE with notice of such unsafe condition and the actions being taken and to be taken in order to remedy such unsafe condition. Supplier shall, or shall cause the Operator to, promptly implement appropriate hazard protection measures, including by placing appropriate signage, following the identification of any unsafe condition, and shall maintain such hazard protection measures until such time as Supplier or Operator has corrected the unsafe condition. In addition to the foregoing, Supplier shall at all times maintain at the Site and the Project, appropriate warning placards and other signage in accordance with Good Utility Practice. Any unsafe conditions at the Site or the Project may be designated as an Emergency by Supplier. [redacted]

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

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

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

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

there are any material changes in the Operations and Maintenance Plan or associated budget thereafter, at least [redacted] prior to the start of each Contract Year, Supplier shall provide DTE with a copy of the Operations and Maintenance Plan and associated budget for the Project for the upcoming Contract Year. The Operations and Maintenance Plan must (i) include Supplier's plan to maintain facilities built on Site to support communications and control using Good Utility Practice, (ii) provide for the physical and cyber security of the Project and its related systems, (iii) establish reasonable health, safety and security procedures, rules and regulations at the Site and require all employees and contractors to abide by such procedures and all health, safety and security laws applicable at the Site, including any federal, state or local protocols, guidelines or Applicable Law related to COVID-19 or other pandemics, (iv) include Supplier's plan to provide vegetative screening and applicable road maintenance in accordance with the requirements of any applicable Governmental Authority and/or Good Utility Practice, (v) include any decommissioning plan required by any applicable Governmental Authority or, if not specifically required, Good Utility Practice, and (vi) if applicable, be consistent with the requirements of any Financing agreement in place as of such date. Supplier shall keep, or cause the Operator to keep, all records with respect to inspections, maintenance, and repairs of the Project. The Operations and Maintenance Plan and all records associated therewith must be available for inspection by DTE at the Project or at Supplier's offices during Supplier's regular business hours upon reasonable notice. Notwithstanding anything to the contrary in this Section 5.8.6 and Section 5.9, Supplier shall not be required to provide DTE with any information that it is prohibited from providing according to Applicable Law or any third-party confidentiality obligations, and in all cases sensitive pricing information may be redacted in documents provided to DTE pursuant to this Agreement.

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

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

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

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

5.9 Operation and Maintenance Agreement. Supplier shall enter into one (1) or more operations and maintenance agreements for the Project no later than [redacted] prior to the Commercial Operation Date. Supplier shall ensure that such agreement(s) requires the applicable Operator(s) to operate and maintain the Project in accordance with the terms hereof. No later than [redacted] prior to the Commercial Operation Date, Supplier shall also provide DTE (a) a written certification executed by a Responsible Officer of Supplier certifying that the operations and maintenance agreement(s) for the Project has been entered into, is in full force and effect, and is in form and substance such that it allows Supplier to comply with all of its obligations under this Agreement, and (b) a certified copy of a certificate warranting that each applicable Operator is a corporation, limited liability company or partnership in good standing with, and qualified to do business in, the State of Michigan.

5.10 Project Contracts.

5.10.1 Procurement and Major Contracts.

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

[redacted]

[redacted]

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

[redacted]

[redacted]

[redacted]

ARTICLE 6
REVENUE METERING REQUIREMENTS

6.1 Meters. Supplier will provide, install, own, operate, calibrate and maintain all Meters, including power quality, billing, and station power meter, except as otherwise required by the Interconnection Agreement. Supplier shall install Schneider Electric ION8650A/9000 metering for measurement of delivered power for DTE's use. Supplier will have the right to install, own, operate, and maintain additional Meters as may be permitted pursuant to the terms of the Interconnection Agreement. The Meters will be used for quantity measurements under this Agreement and must meet all applicable requirements of MISO, the Transmission Owner, and any Relevant Electric Retail Regulatory Authorities (as such term is defined in the MISO Tariff), as applicable. In addition to the above, Supplier will install such additional metering and measurement equipment, and make such changes to any metering and measurement equipment, at the Project, in each case as necessary or appropriate in connection with this Agreement including equipment for measuring insolation at the Site for purposes of calculating the [redacted] Supplier shall install digital circuits as are necessary for DTE to monitor the Site and access the Meter to determine the amount of Energy and Ancillary Services delivered to the Delivery Point, including digital circuits required for collecting interval meter data by DTE's billing metering system. DTE will act as or otherwise designate a Meter Data Management Agent (as defined in the MISO Tariff) for the Project.

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

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

6.4 Metering Costs. Supplier is responsible for all costs and expenses associated with the installation, testing, maintenance, and operation of the Meters and other equipment installed

by Supplier at the Project, including costs associated with data communication and revenue meter data collection.

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

6.6 Failed Meters. If the Meters fail to register, payments due to Supplier for Energy will be based upon Supplier's good-faith, commercially reasonable estimate of the Delivered Amount for the [redacted]. If the period in which the inaccuracy existed cannot be determined, adjusted payments will be made for a period equal to [redacted]. In such event, the Parties' estimated payments will be in full satisfaction of payments due hereunder.

6.7 Metering Configuration Changes; Additional Metering Requirements.

6.7.1 DTE's Right to Require Metering Changes. Supplier acknowledges that DTE must comply with all applicable MISO Tariff metering requirements at the common point of interconnection for the Project. If, at any time during the Term, there is any addition, removal, or modification of generation facilities (including but not limited to the addition of co-located generation) behind the common point of interconnection, or any other change that affects the metering configuration or the ability of DTE to comply with MISO Tariff requirements, then DTE shall have the right, in its sole discretion and upon written notice to Supplier, to require Supplier to install, remove, or modify one (1) or more revenue-grade meters or other metering equipment at the common point of interconnection or elsewhere as necessary to ensure compliance with MISO Tariff requirements or DTE's operational needs. Upon such written notice from DTE, Supplier shall, at its sole cost and expense, promptly install, remove, or modify such metering equipment as specified by DTE pursuant to the foregoing sentence, and shall

provide DTE with all information and access necessary to verify compliance; provided, that if DTE requires any such installation, removal, or modification for reasons other than to ensure compliance with any MISO requirements, then DTE shall bear the costs of such installation, removal, or modification. Supplier shall not make any changes to the metering configuration, or add, remove, or modify any generation facilities behind the common point of interconnection, without DTE's prior written consent, which may be withheld in DTE's sole discretion.

6.7.2 Ongoing Compliance. Supplier shall ensure that, at all times during the Term, the metering configuration and all associated equipment meet the requirements of the MISO Tariff, the Interconnection Agreement, and any other applicable regulatory or operational standards as may be specified by DTE. Any failure to comply with this Section 6.7 shall constitute a material breach of this Agreement.

ARTICLE 7
EMERGENCY AND CURTAILMENT

[redacted]

[redacted]

ARTICLE 8
PLANNED AND FORCED OUTAGES

8.1 Planned Outages. Starting at least [redacted] prior to the Commercial Operation Date, Supplier shall provide to DTE a written schedule of its anticipated Planned Outages (including maintenance outages) for the [redacted], and shall thereafter, to the extent there are any changes, on a [redacted] basis provide DTE with an updated schedule for the upcoming [redacted] period. The schedule provided by Supplier must be in the format requested by DTE and must include a reasonable description of each proposed Planned Outage, including its anticipated duration, the portion of the Project affected, the purpose of such Planned Outage, and such other information as DTE may reasonably request.

Supplier shall make commercially reasonable efforts to provide DTE with reasonable advance notice of any change in the Planned Outage schedule or a change in the start date or the end date of any Planned Outage. DTE has the right to request that Supplier modify the dates or duration (or both) of any Planned Outage with respect to the Project, and Supplier shall use commercially reasonable efforts to accommodate any such modification. Supplier shall input Planned Outages to DTE's electronic scheduling system or by such other system as DTE may direct. Supplier shall not modify the Planned Outage schedule without DTE's prior approval, which shall not be unreasonably withheld. Supplier shall not start any Planned Outage at the Project without providing notice to DTE's Operating Representative [redacted] prior to the start of such Planned Outage.

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

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

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

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

(b) No later than 7:00:00 a.m. EPT on each day "N", a day-ahead forecast of the Project's availability during each and every Day-Ahead Settlement Interval of the period beginning at 12:00:00 a.m. EPT on day N+1 and ending at 11:59:59 p.m. EPT on day N+7

(or such other deadline, starting time, and/or ending time as mutually agreed by the Parties in order to comply with the then-applicable MISO Tariff). As an example, if such forecast were provided no later than 7:00:00 a.m. EPT on Monday, it would cover the period beginning at 12:00:00 a.m. EPT on Tuesday and ending at 11:59:59 p.m. EPT on the following Monday.

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

(d) DTE may request no more than [redacted] pursuant to Section 8.4(a)(i) and [redacted] pursuant to Section 8.4(a)(ii).

ARTICLE 9
DATA COMMUNICATION AND TECHNOLOGY REQUIREMENTS

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

[redacted]

9.3 Communication System Modification at DTE's Direction. DTE shall have the right, upon reasonable notice to Supplier and provided that such modifications are not reasonably expected to void any of Supplier's equipment warranties, to require modifications to the communication systems, data interfaces, and related technologies used in connection with the

Project. Such modifications may include, without limitation, (i) updates to or replacements of communication equipment or infrastructure; (ii) changes to data formats, transmission protocols (including updates to [redacted] or adoption of alternative protocols), or system integration requirements; and (iii) implementation of new technologies or enhancements necessary to maintain compatibility with DTE's SCADA system or other operational platforms. Supplier shall, at DTE's sole cost and expense, implement such modifications within a commercially reasonable timeframe, provided that such modifications do not materially interfere with Supplier's operations or violate Applicable Laws or regulations. DTE shall coordinate with Supplier to ensure that any such changes are implemented in a manner that minimizes disruption and maintains compliance with applicable standards and regulatory requirements.

ARTICLE 10
REPORTS AND OTHER COMMUNICATIONS

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

10.2 Operations Log. Without duplication of the requirements of Section 5.8.6.2, Supplier shall maintain an operations log, which must include the Delivered Amount for each hour, Forced Outages and Planned Outages, circuit breaker trip operations, partial deratings of equipment, and any other significant event or information related to the operation of the Project. The operations log must be available for inspection by DTE at the Project upon reasonable advance request, and Supplier shall make the data that supports the log available in 5-minute increments by remote access to DTE, if DTE acquires the necessary equipment and software license to process the data by remote access.

10.3 Reserved.

10.4 Financial Information.

10.4.1 [redacted]. During the Term, in the event that Supplier provides the Development Security or Operating Security in the form of a Guaranty:

10.4.1.1 As soon as available and in any event within [redacted] after the end of each of the [redacted] of Supplier's Guarantor, Supplier shall provide DTE with unaudited consolidated financial statements of Supplier's Guarantor for the relevant period, prepared in accordance with generally accepted accounting principles in the United States of America.

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

Any information provided to DTE pursuant to this Section 10.4.1 will be considered confidential in accordance with the terms of this Agreement and may only be disclosed on an aggregate basis with other similar entities for which DTE has power purchase agreements.

10.4.2 Access to Additional Financial Information. The Parties agree that generally accepted accounting principles and SEC rules require DTE to evaluate if DTE must consolidate Supplier's financial information with its own. If DTE reasonably believes that consolidation may be required based on a diligent inquiry and review of publicly available information concerning Supplier's business and ownership, DTE may require access to Supplier's financial records and personnel to determine if consolidated financial reporting is required. If DTE determines that consolidation is required, then, notwithstanding anything to the contrary set forth in Section 10.4.1.1, Supplier shall provide the following reasonably promptly after the end of each calendar quarter for the Term:

[redacted]

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

ARTICLE 11
COMPLIANCE

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

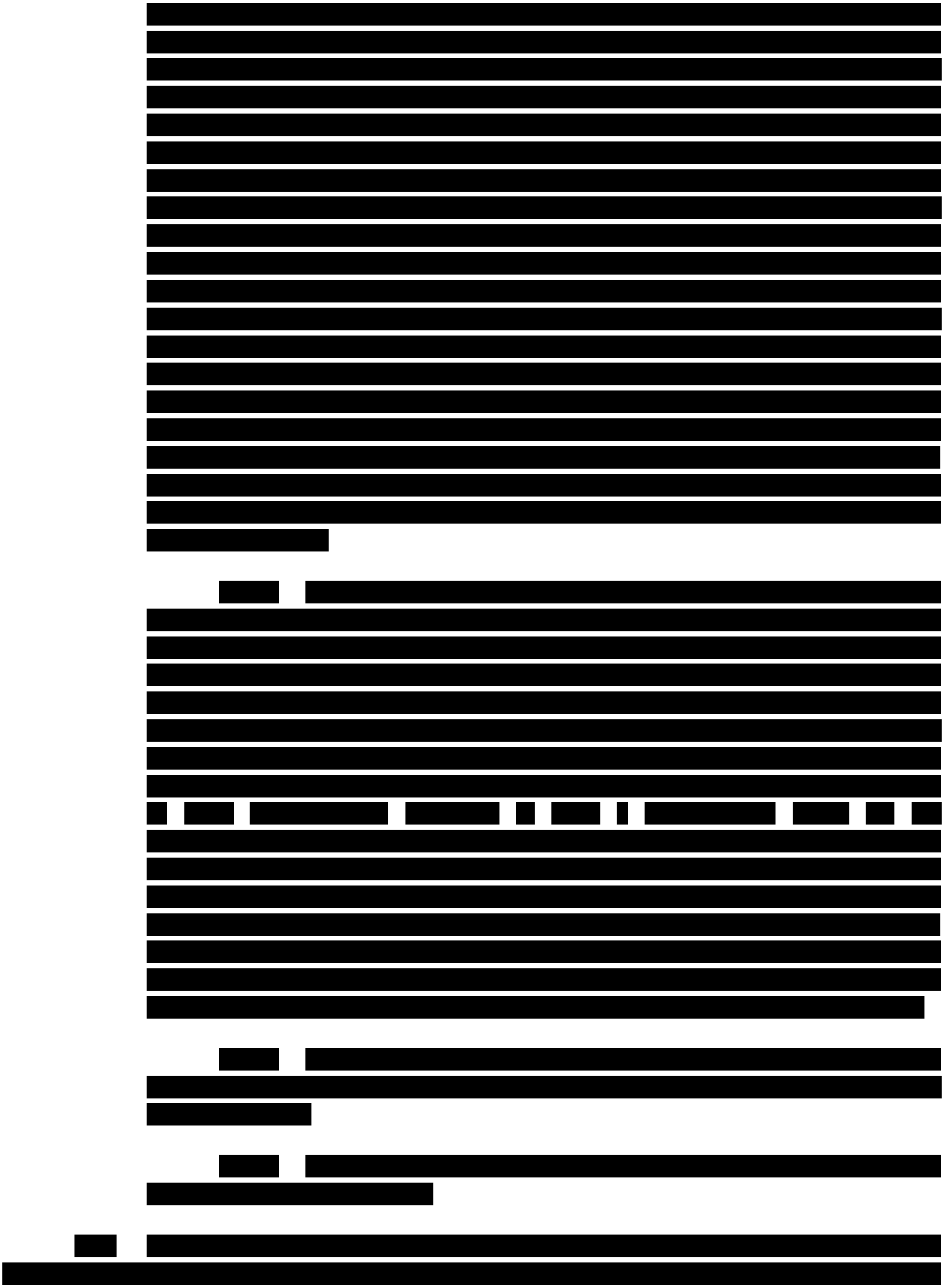
11.2 Good Utility Practice. DTE and Supplier shall perform, or cause to be performed, their obligations under this Agreement in all material respects in accordance with Good Utility Practice.

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

ARTICLE 12
APPROVALS

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

[redacted]



[redacted]

[redacted]

ARTICLE 13
CREDITWORTHINESS AND SECURITY

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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ARTICLE 14
RIGHT OF FIRST OFFER; PURCHASE OPTION

[redacted]

[redacted]

[redacted]

[redacted]

ARTICLE 15
FORCE MAJEURE

[redacted]

[redacted]

[redacted]

[redacted]

ARTICLE 16
INSURANCE

[redacted]

[redacted]

[redacted]

ARTICLE 17
INDEMNIFICATION

[redacted]

[redacted]

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ARTICLE 18
DEFAULT AND REMEDIES; TERMINATION

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ARTICLE 19
NON-DISCLOSURE OF INFORMATION

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

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

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

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

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

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

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

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

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

19.6 Effectiveness. The confidentiality provisions set forth in Section 19.1 through Section 19.5 shall be effective for a period of [redacted]

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

ARTICLE 20
ASSIGNMENT

[redacted]

[redacted]

[redacted]

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ARTICLE 21
INDEPENDENT CONTRACTOR

21.1 Independent Developer. Supplier is an independent contractor, and nothing contained herein shall be construed as constituting any relationship with DTE, other than that of

owner or independent contractor or between DTE and any employee or subcontractor of Supplier. Neither Supplier nor any of its employees shall be deemed to be employees of DTE.

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

ARTICLE 22
REPRESENTATIONS AND WARRANTIES

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

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

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

22.1.3 No Breach.

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

22.1.3.2 None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, or compliance with the

terms and provisions hereof, shall violate, conflict with or result in a breach of, cause a default under, result in the loss by Supplier of any material rights or benefits under, create in any party the right to accelerate, terminate, suspend, revoke, modify or cancel, require any notice, filing or consent or give rise to any preferential purchase or similar right under any material agreement to which Supplier is a party or by which Supplier is bound. Supplier has performed in all material respects all of the obligations under this Agreement that are required to have been performed prior to or on the date this representation is made.

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

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

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

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

22.1.8 Title. Supplier owns all Product attributable to the Project and has the right to sell such Product to DTE. Supplier will convey good title to the Product

to DTE free and clear of any liens or other encumbrances or title defects, including any which would affect DTE's ownership of any portion of such Product or prevent the subsequent transfer of any portion of such Product by DTE to a third-party.

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

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

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

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

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

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

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

22.2.3 No Breach.

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

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

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

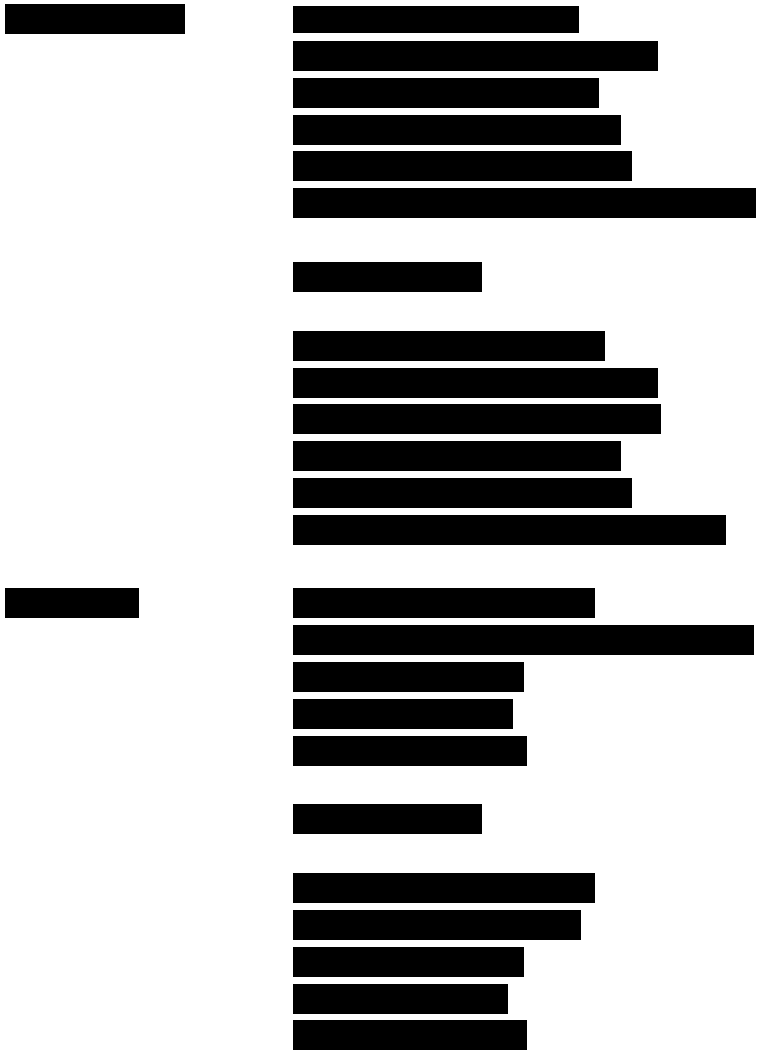
22.2.5 Consents. The execution, delivery and performance by DTE of the Agreement do not require any consent of any party to the organizational documents of DTE or its Affiliates, except such as have been obtained or effected on or before the Contract Date.

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

ARTICLE 23
NOTICES AND COMMUNICATIONS

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

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



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

23.2 Communications. All communications other than a notice must, unless expressly specified otherwise, be in writing and addressed, except as otherwise stated herein, to the Parties'

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

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

ARTICLE 24
DISPUTE RESOLUTION

[redacted]

ARTICLE 25
DELAY LIQUIDATED DAMAGES

[redacted]

[redacted]

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ARTICLE 26
LIMITATION OF LIABILITY

[redacted]

[redacted]

[redacted]

[redacted]

ARTICLE 27
MISCELLANEOUS

27.1 Governing Law; Jurisdiction; Waiver of Jury Trial.

27.1.1 Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the State of Michigan applicable to

contracts made and to be performed within the State of Michigan and without reference to the choice of law principles of the State of Michigan or any other state.

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

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

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

[redacted]

[redacted]

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

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

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

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

27.8 Time. It is the intent of the Parties that, notwithstanding the absence of the words "time is of the essence" in this Agreement, the remedies for nonperformance of time specified obligations be enforceable, as provided in this Agreement. Notwithstanding the absence of the words "time is of the essence" in this Agreement generally, the Parties agree that with respect to Commercial Operation, time is of the essence for the purpose of completing such milestone and

assessing Delay Liquidated Damages. Neither Party will, in any action or proceeding brought by the other Party assert as a defense the absence of the phrase "time is of the essence" herein.

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

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

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

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

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

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

disclaim any intent to create any rights in any third-party as a third-party beneficiary to this Agreement or the services to be provided hereunder.

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

[Signature pages follow]

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

DTE:

DTE ELECTRIC COMPANY

By: Joi M. Harris

Name: _____

Title: _____

SUPPLIER:

BLAZING STAR SOLAR, LLC
By: Apex Clean Energy Finance, LLC
Its: Sole Member
By: Apex GBR, LLC
Its: Sole Member
By: Apex Clean Energy Holdings, LLC
Its: Manager

By: _____

Name: _____

Title: _____

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

DTE:

DTE ELECTRIC COMPANY

By: _____

Name: _____

Title: _____

SUPPLIER:

BLAZING STAR SOLAR, LLC
By: Apex Clean Energy Finance, LLC
Its: Sole Member
By: Apex GBR, LLC
Its: Sole Member
By: Apex Clean Energy Holdings, LLC
Its: Manager

By: Eamon E. Perrel

Name: Eamon E Perrel

Title: Chief Commercial Officer

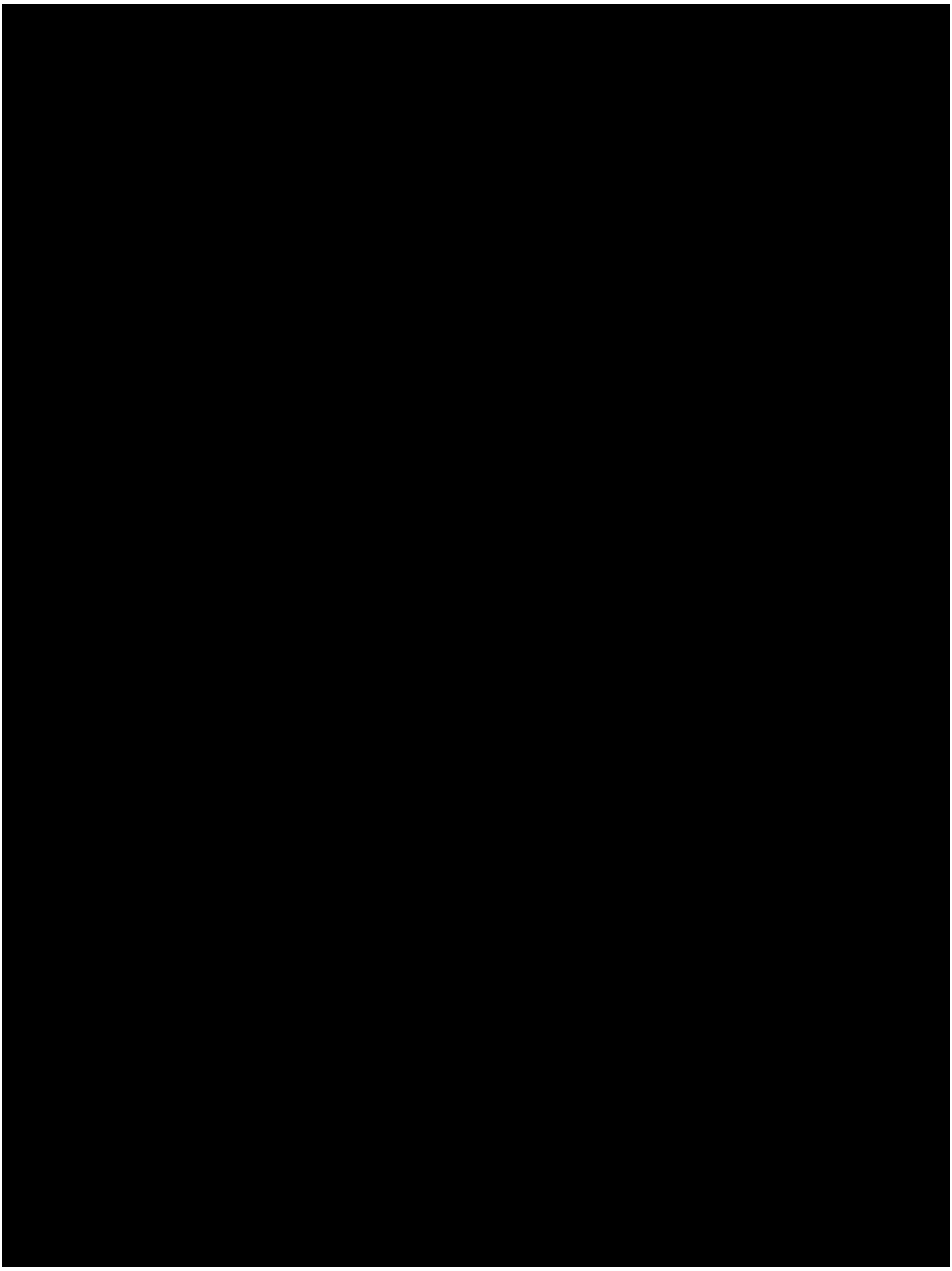
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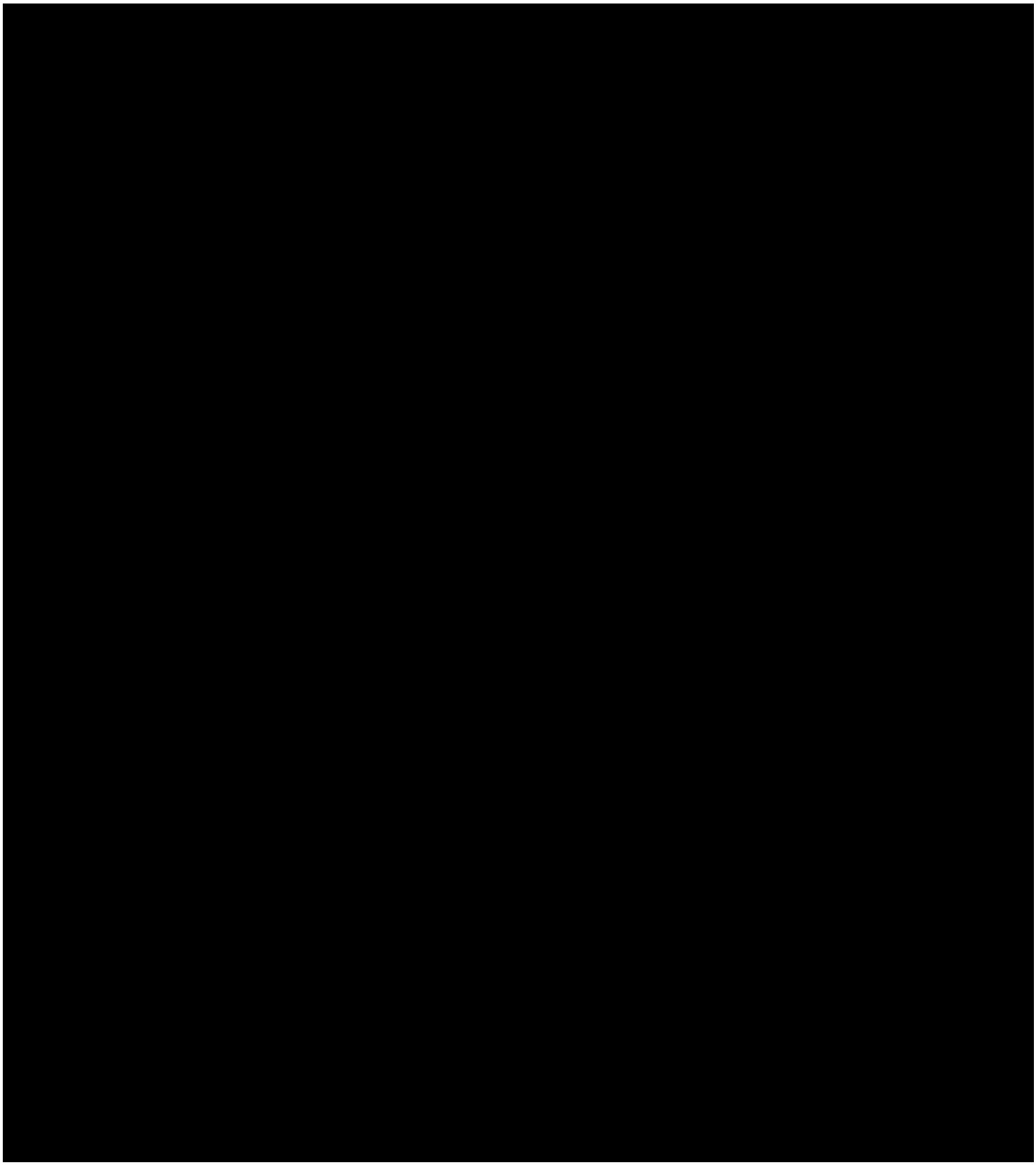
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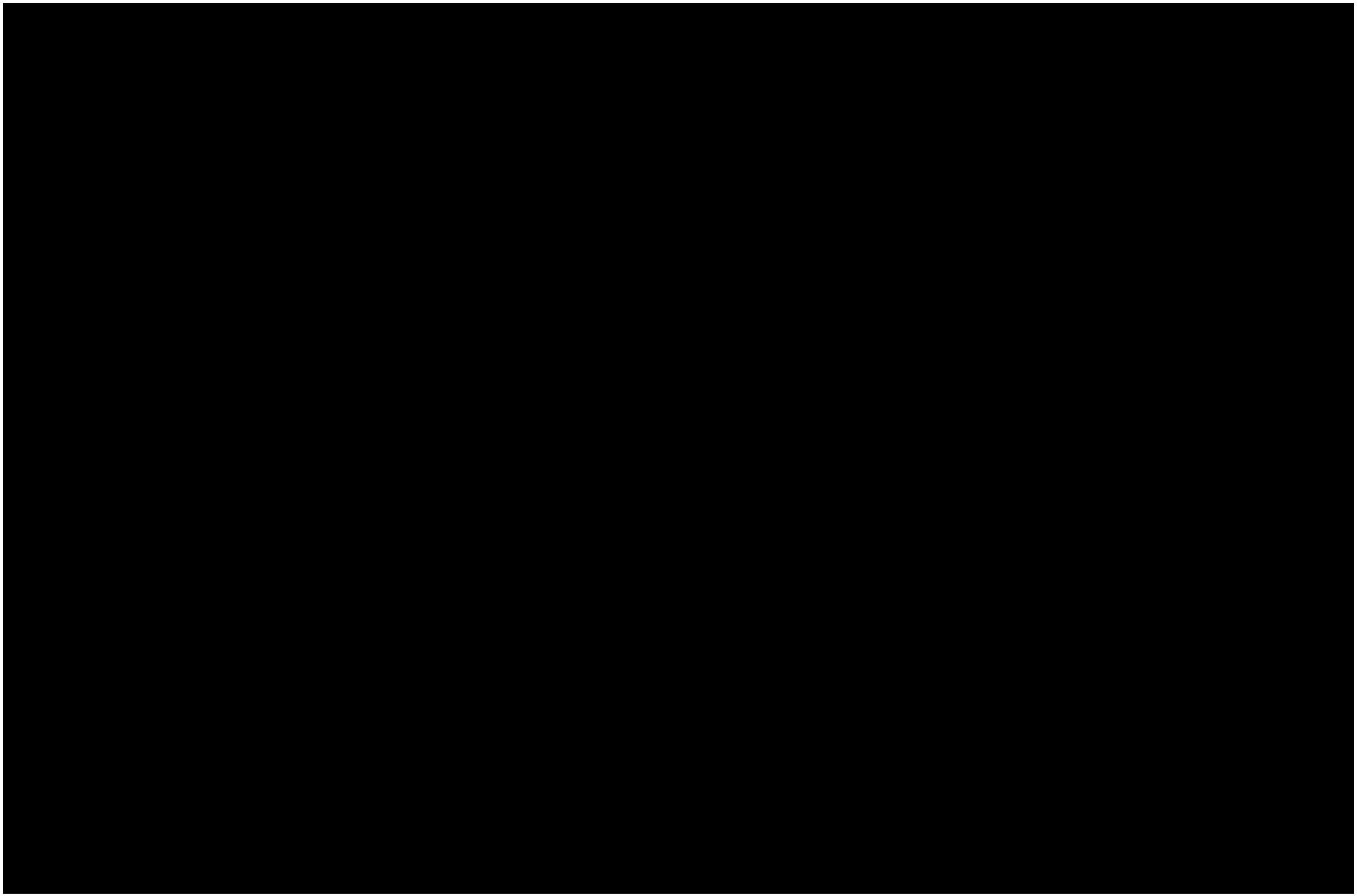
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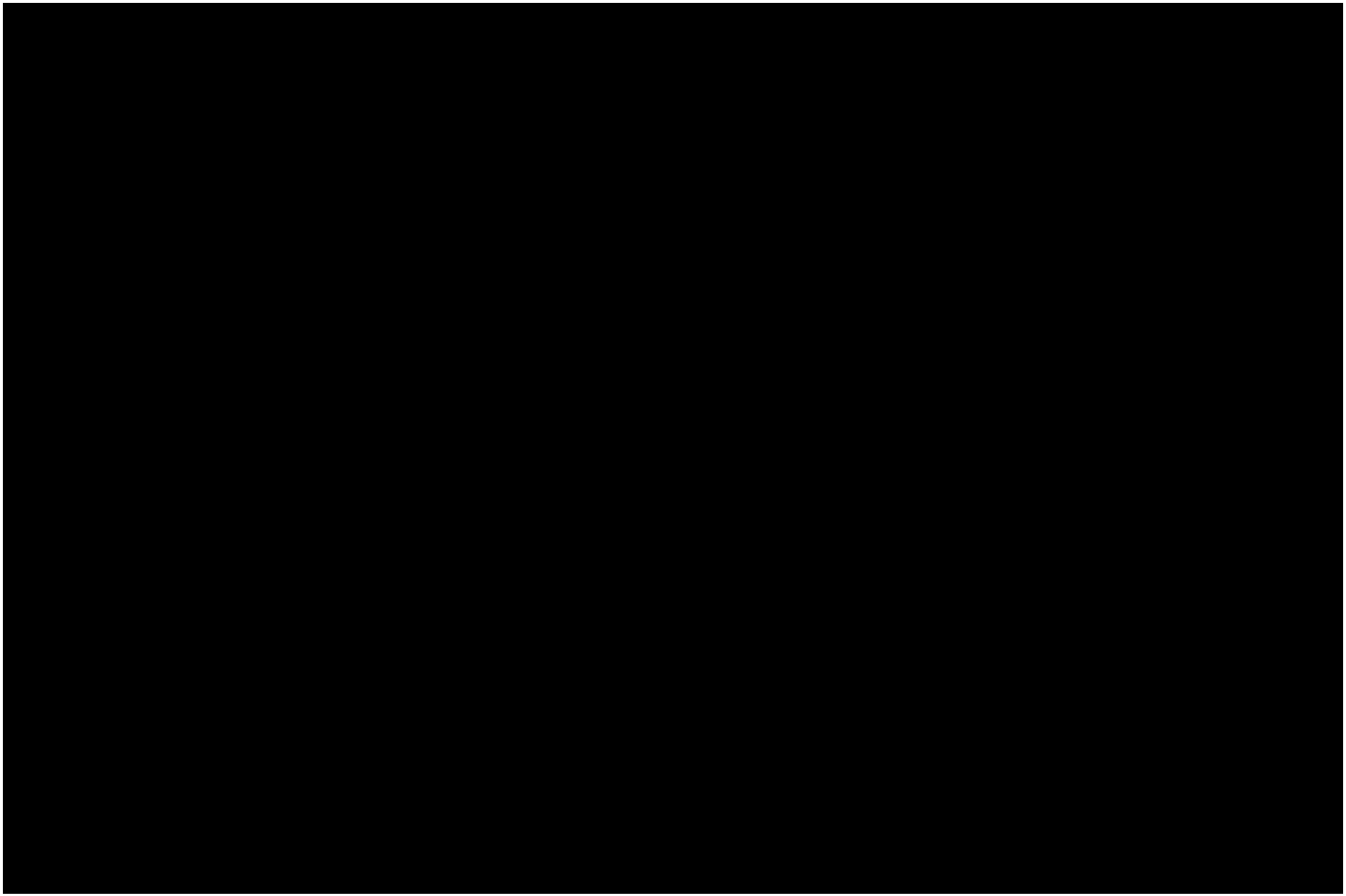
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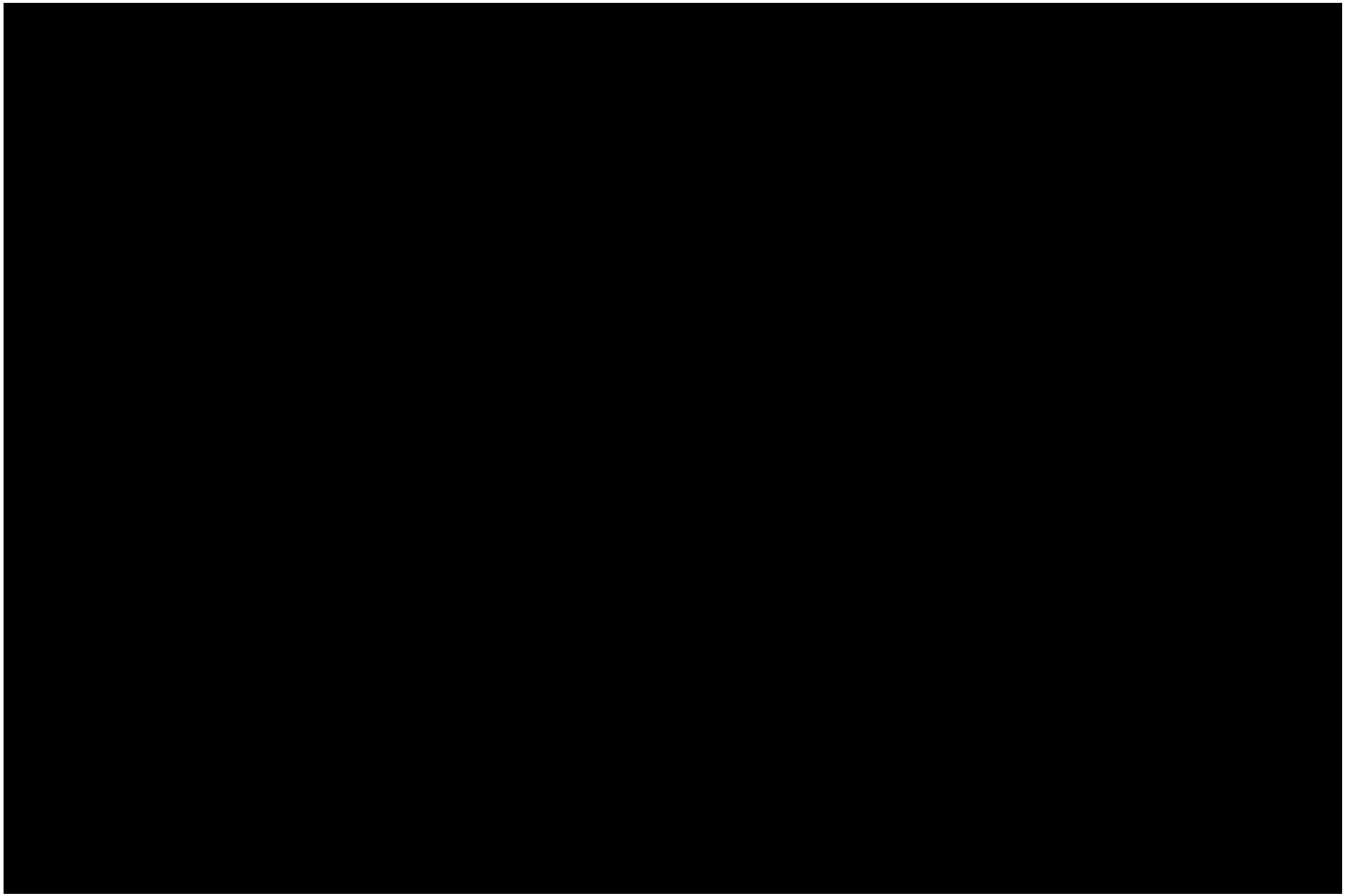
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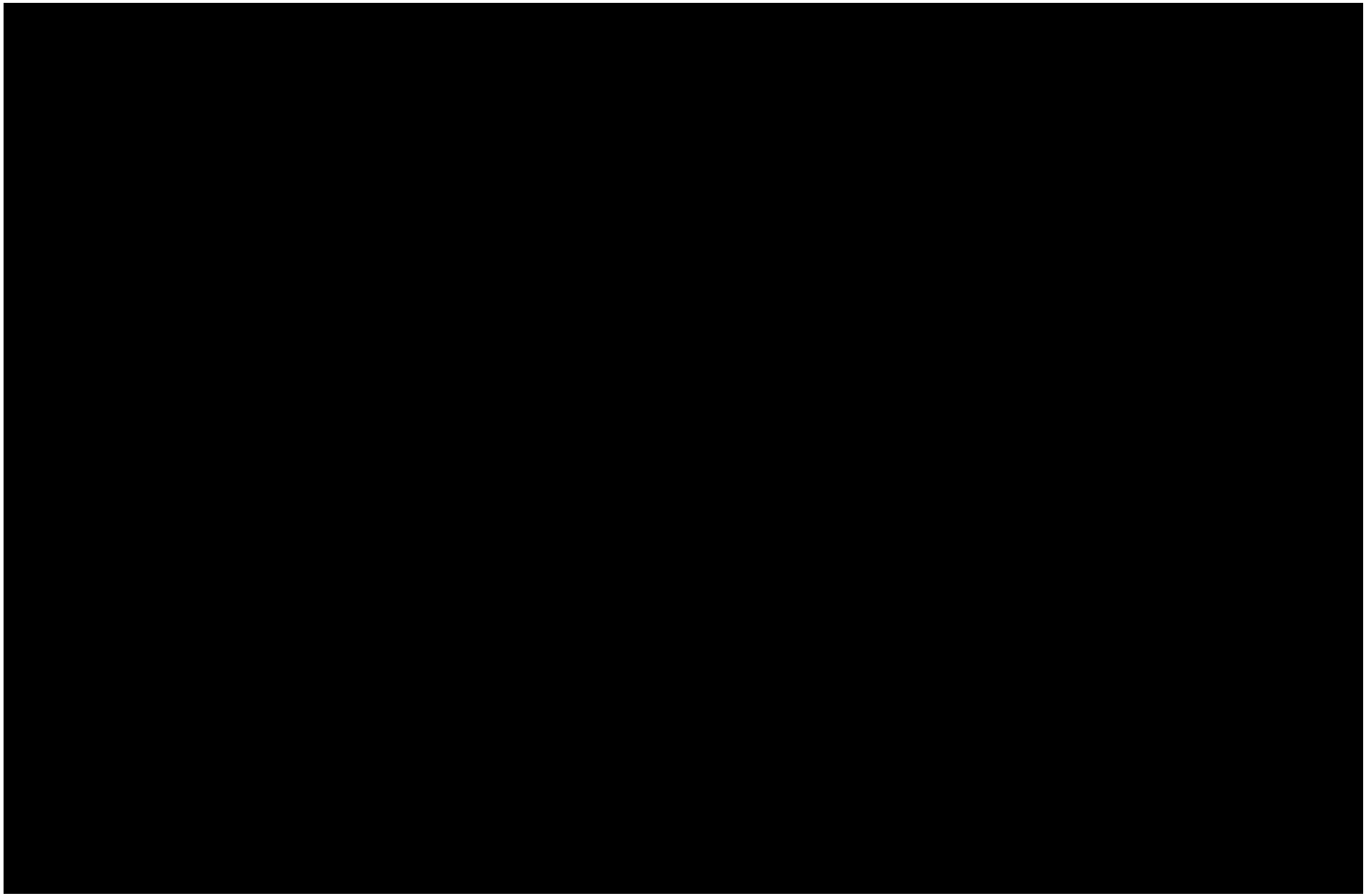
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Attachment B

MASTER SERVICE AGREEMENT ("MSA")

SOLAR ENGINEER, PROCUREMENT AND CONSTRUCTION

BETWEEN

DTE ELECTRIC COMPANY

AND

BARTON MALOW COMPANY

as Contractor

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

RECITALS

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

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

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

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

ARTICLE 1

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

[redacted]

ARTICLE 2
DEFINITIONS

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

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

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

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

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

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

[redacted]

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

[redacted]

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

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

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

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

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

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

[redacted]

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

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

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

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

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

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

[redacted]

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

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

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

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

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

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

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

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

[redacted]

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

"FERC" shall mean the Federal Energy Regulatory Commission.

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

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

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

[redacted]

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

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

[redacted]

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

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

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

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

[redacted]

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

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

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

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

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

[redacted]

"MPSC" shall mean Michigan Public Service Commission.

"NERC" shall mean North American Electric Reliability Corporation

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

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

[redacted]

[redacted]

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

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

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

[redacted]

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

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

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

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

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

[redacted]

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

[redacted]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[redacted]

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

ARTICLE 3
RESPONSIBILITIES OF CONTRACTOR

3.1 Performance of the Work

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

3.2 Site Access, Maintenance and Damages

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

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

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

3.2.3 Damage to Real Property

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

[redacted]

3.3 **Hazardous Substances.**

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

3.3.2 [redacted]

[redacted]

3.4 Project Pricing and Schedule

3.4.1 [redacted]

3.4.2 Progress Reports and Meetings.

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

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

3.5 Project Implementation

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

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

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

3.5.3 Procurement and Construction.

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

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

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

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

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

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

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

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

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

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

3.6 Independent Review by DTE

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

3.7 Assistance to DTE in Dealings with Governmental Authorities

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

3.8 [redacted]

[redacted]

ARTICLE 4
DTE OBLIGATIONS

4.1 Data Acquisition System Interconnectivity Requirements

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

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

4.2 Contractor Assistance

DTE shall also execute the following:

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

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

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

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

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

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

4.3 DTE Representative; Response Periods

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

ARTICLE 5

[redacted]

[redacted] [redacted]

[redacted]

[redacted] [redacted]

[redacted]

[redacted] [redacted]

[redacted]

[redacted] [redacted]

[redacted]

[redacted] [redacted]

[redacted]

[redacted]

5.6 [redacted]

[redacted]

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

5.8 [redacted]

[redacted]

[redacted]

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

5.8 Federal Contracting Certifications

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

ARTICLE 6
WARRANTY

6.1 [redacted]

[redacted]

[redacted]

[redacted]

6.4 [redacted]

[redacted]

[redacted]

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ARTICLE 7
PERMITS AND APPROVALS, COORDINATION

7.1 Permits and Approvals

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

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

7.2 Coordination During Installation

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

7.3 Coordination for Special Inspections

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

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

ARTICLE 8
OWNERSHIP OF CERTAIN PROPERTY

8.1 [redacted]

[redacted]

ARTICLE 9

[redacted]

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[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]. If DTE delivers the notice under the preceding clause (ii), Contractor promptly shall take such action, including the performance of additional Work to achieve such milestone, and upon completion of such actions, Contractor shall issue to DTE, another notice with respect to such milestone pursuant to this subsection. Such procedure shall be repeated as necessary until such milestone has been achieved.

10.3 Substantial Completion.

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

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

10.4 Final Completion.

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

ARTICLE 11
REPRESENTATIONS AND WARRANTIES

11.1 Each Party warrants and represents to the other that:

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

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

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

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

11.2 Contractor warrants and represents to DTE that:

11.2.1 Contractor has examined and carefully reviewed this Agreement;

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

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

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

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

ARTICLE 12
KEY PERSONNEL AND SUBCONTRACTORS

12.1 Key Personnel

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

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

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

12.2 Authority to Subcontract

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

12.3 Prompt Payment of Subcontractors

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

12.4 [redacted]

[redacted]

[redacted]

[redacted]

12.5 Responsibility

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

ARTICLE 13

[redacted]

13.1 [redacted]

[redacted]

13.2 [redacted]

[redacted]

[redacted]

13.3 [redacted]

[redacted]

13.4 [redacted]

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13.5 [redacted]

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13.6 [redacted]

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ARTICLE 14

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ARTICLE 15

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ARTICLE 16

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ARTICLE 17

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ARTICLE 18

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ARTICLE 19

[redacted]

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ARTICLE 20
MISCELLANEOUS

20.1 Assignment

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

20.2 Agreement Construction

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

20.3 Binding Effect

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

20.4 Independent Contractor

The Parties hereto agree that Contractor is an independent contractor and nothing contained herein shall be construed as constituting any relationship with DTE other than that of owner or independent contractor, nor shall it be construed as creating any relationship whatsoever between DTE and any Subcontractors nor between DTE and Contractor employees or agents. Neither Contractor nor any Subcontractors nor any of their respective employees shall be deemed to be employees of DTE.

20.5 No Waiver

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

20.6 Severability

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

20.7 Entire Agreement; Survival

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

20.8 Governing Law; Jurisdiction

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

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

20.9 Notice

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

If to DTE:

with a copy to:

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

If to Contractor:

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

20.10 Headings

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

20.12 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

20.13 Public Announcements

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

20.14 Cooperation

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

20.15 No Rights in Third Parties.

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

20.16 [redacted]

[redacted]

[redacted]

20.17 Drafting Ambiguities

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

20.18 [redacted]

[redacted]

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

CONTRACTOR:

Barton Malow Company

[redacted]

DTE:

DTE ELECTRIC COMPANY

[redacted]

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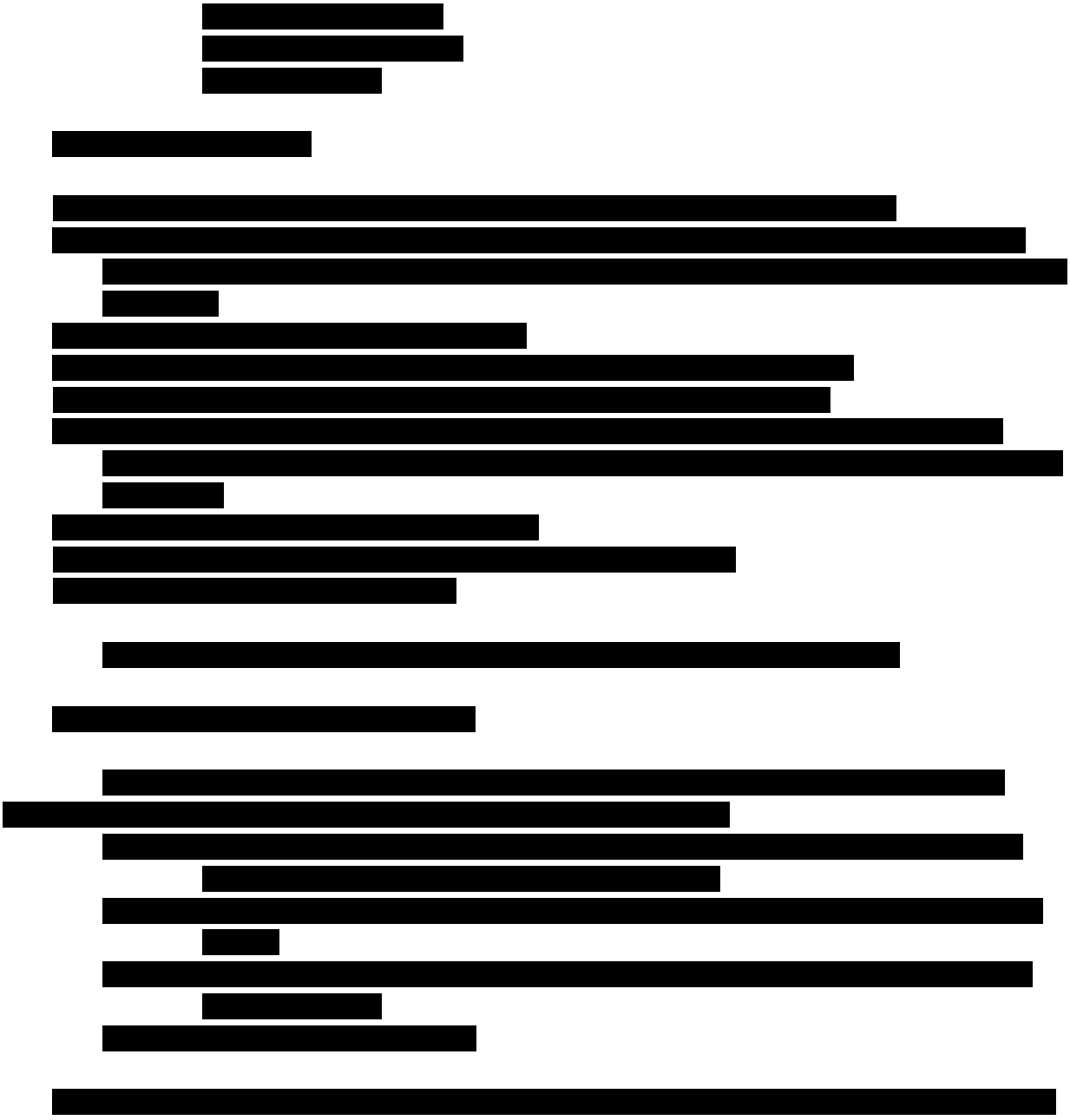
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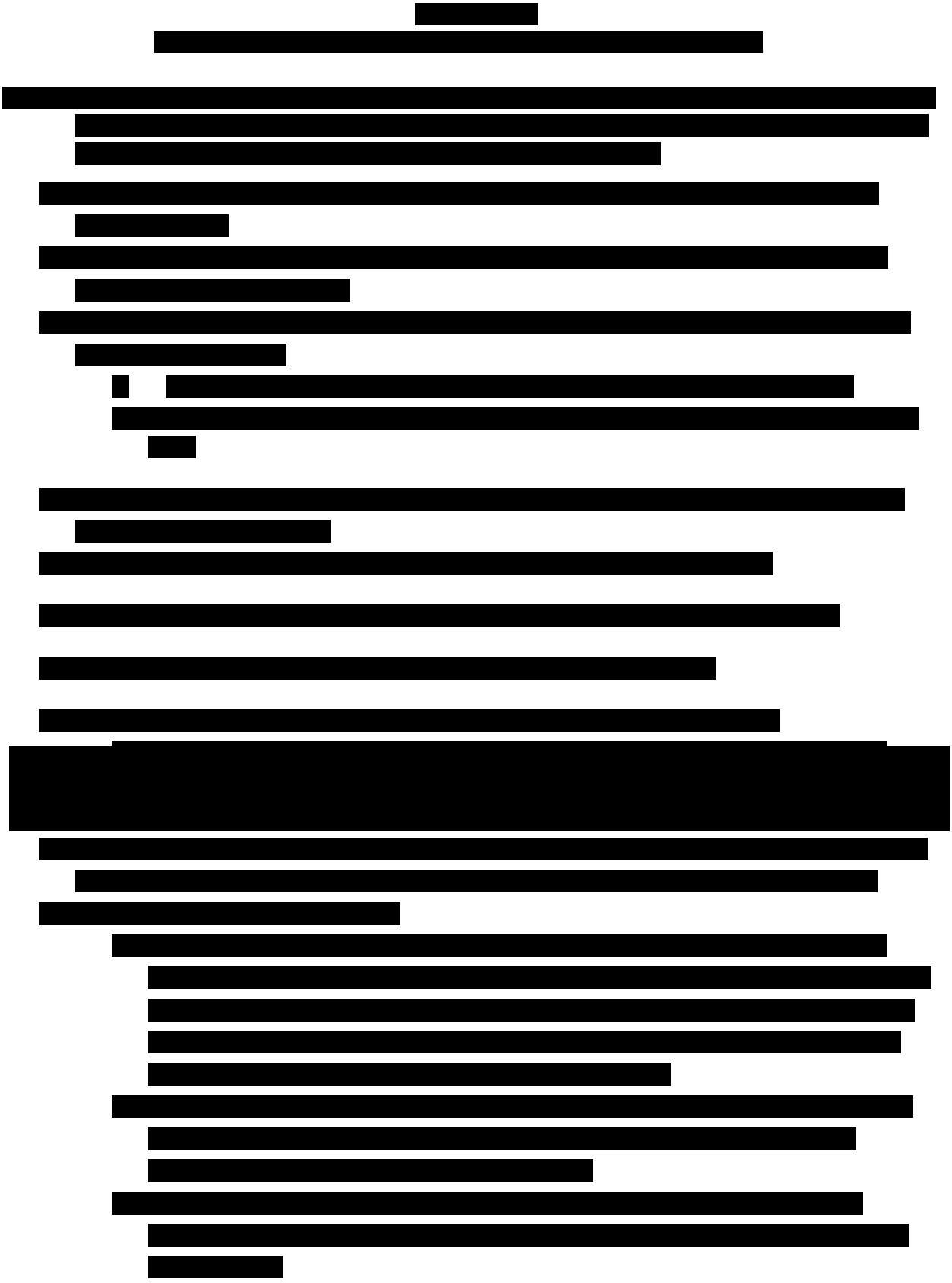
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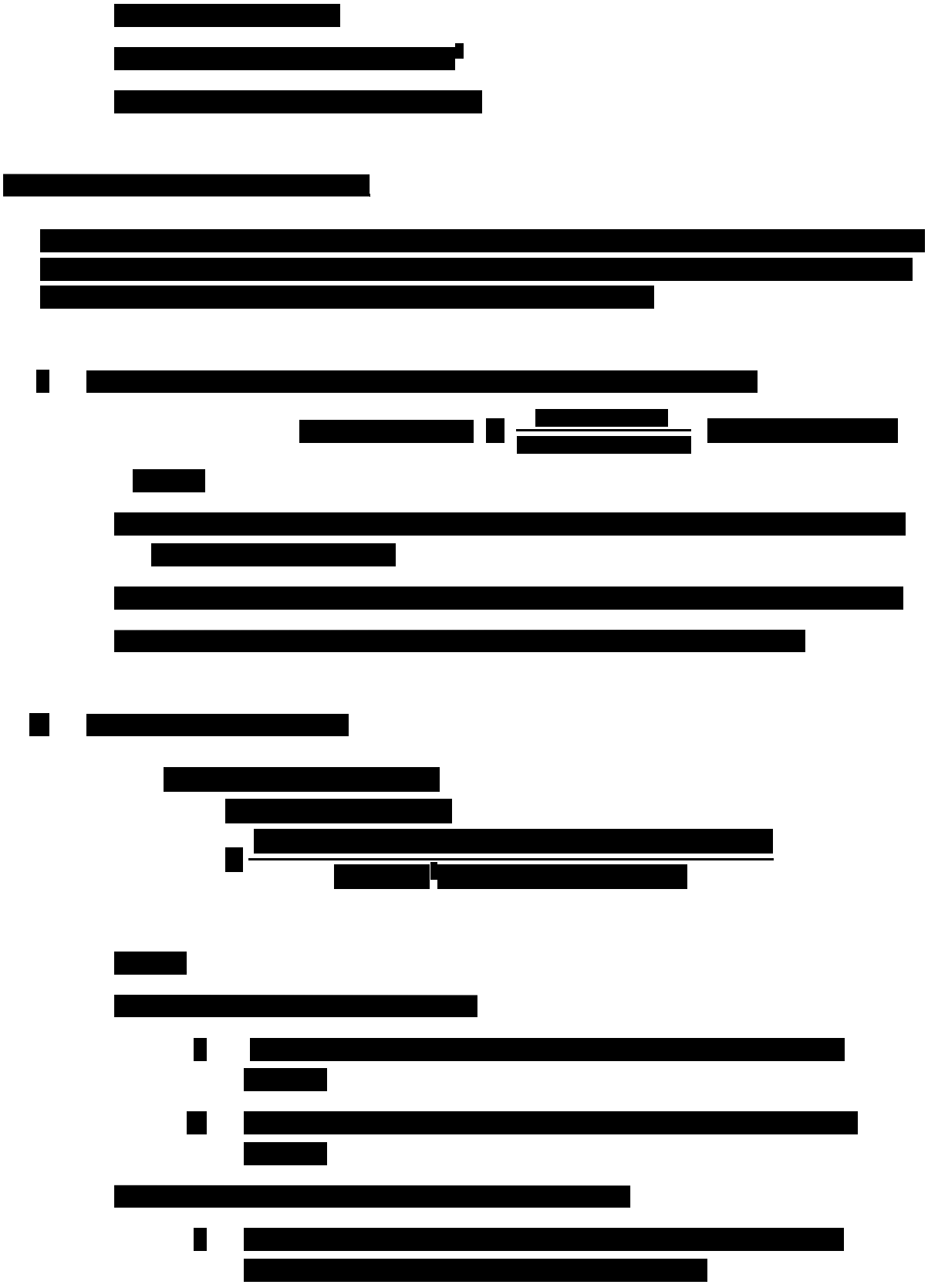
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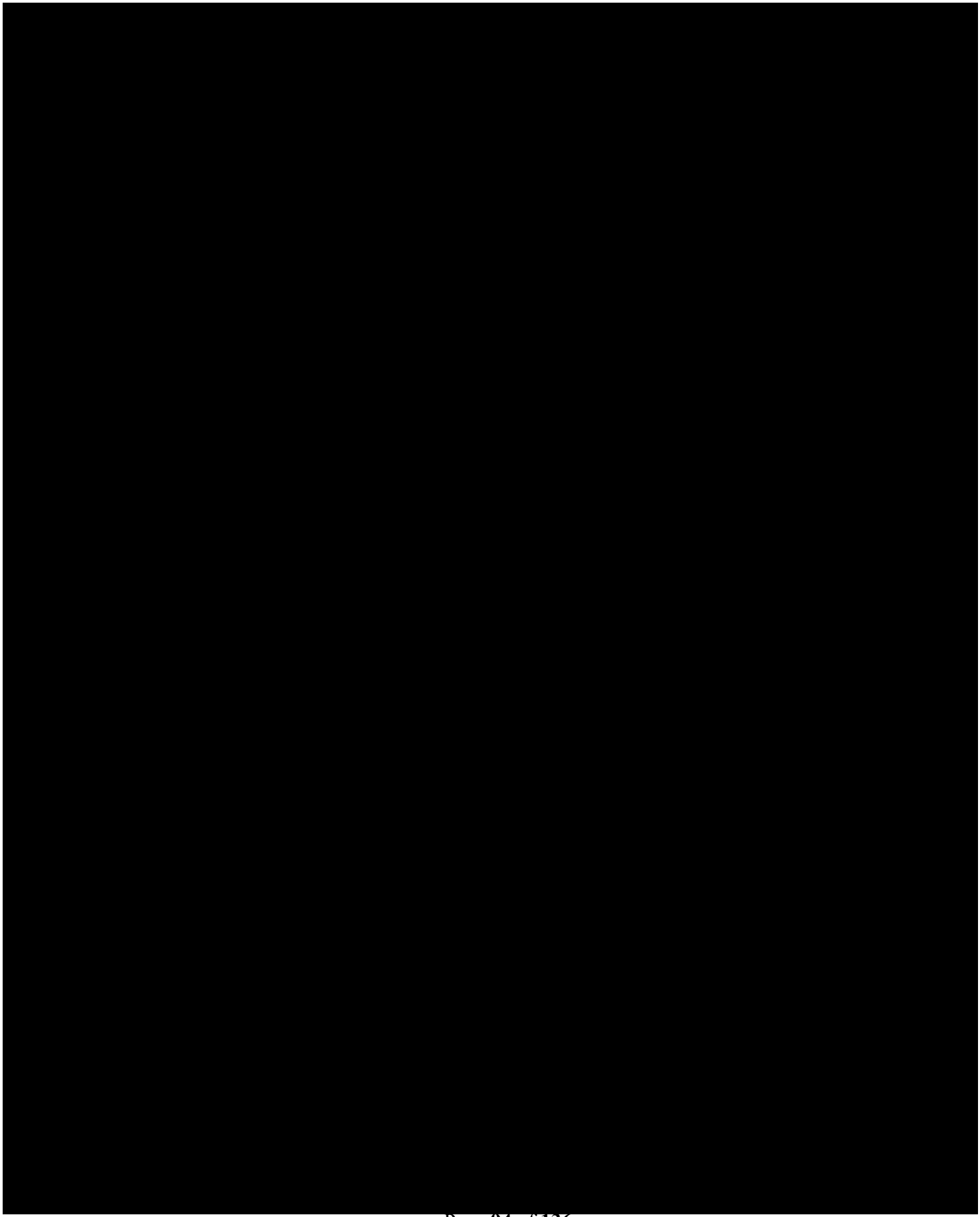
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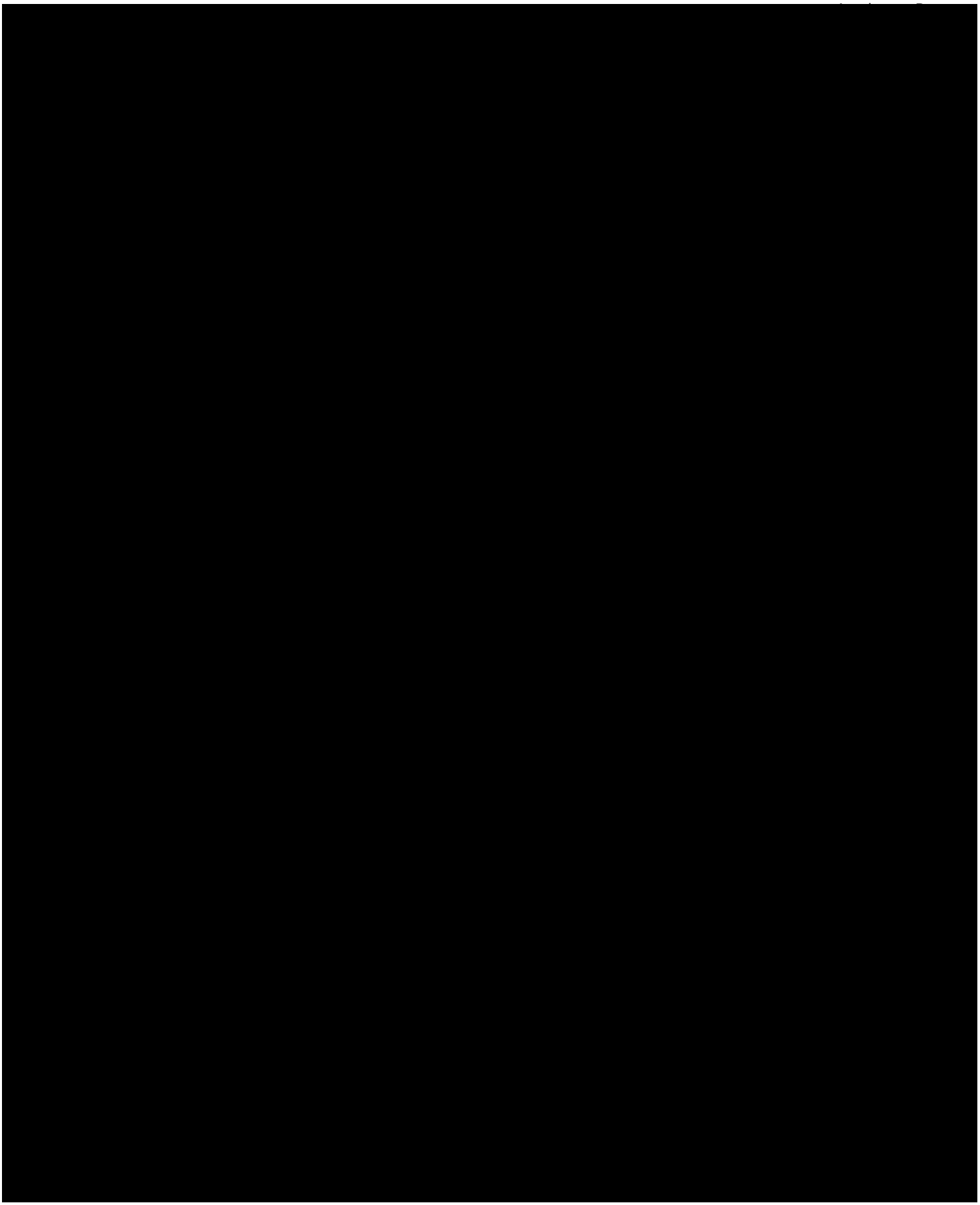
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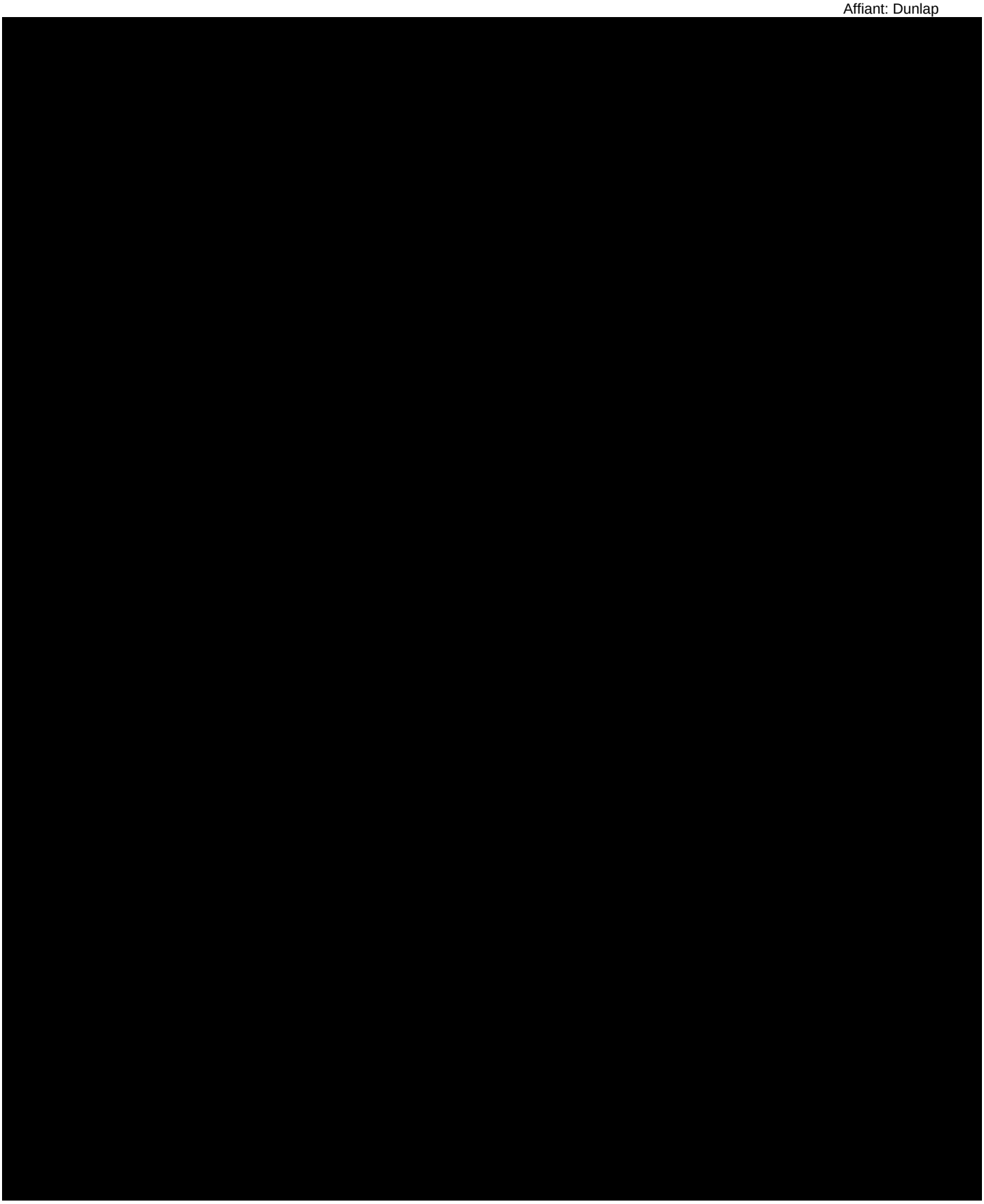
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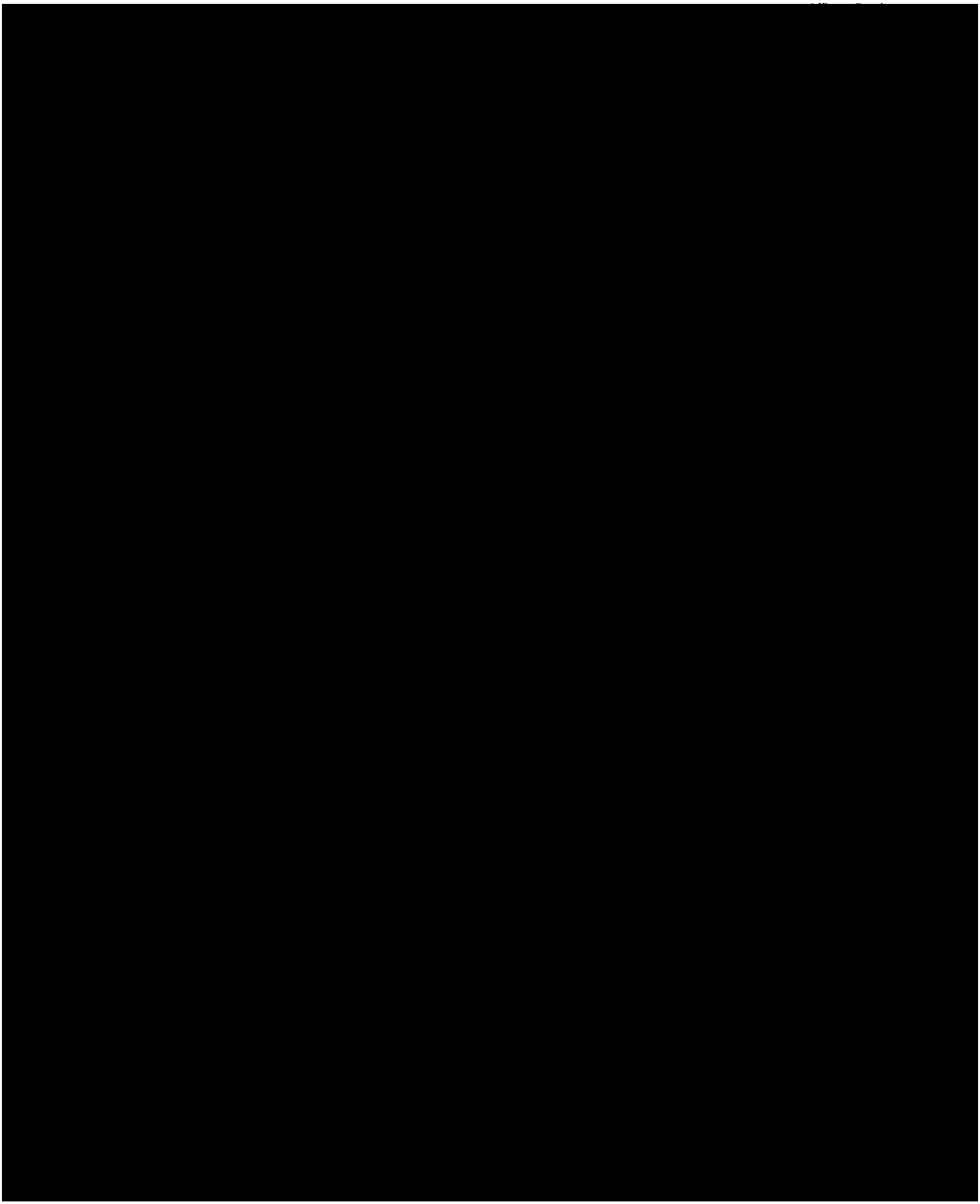


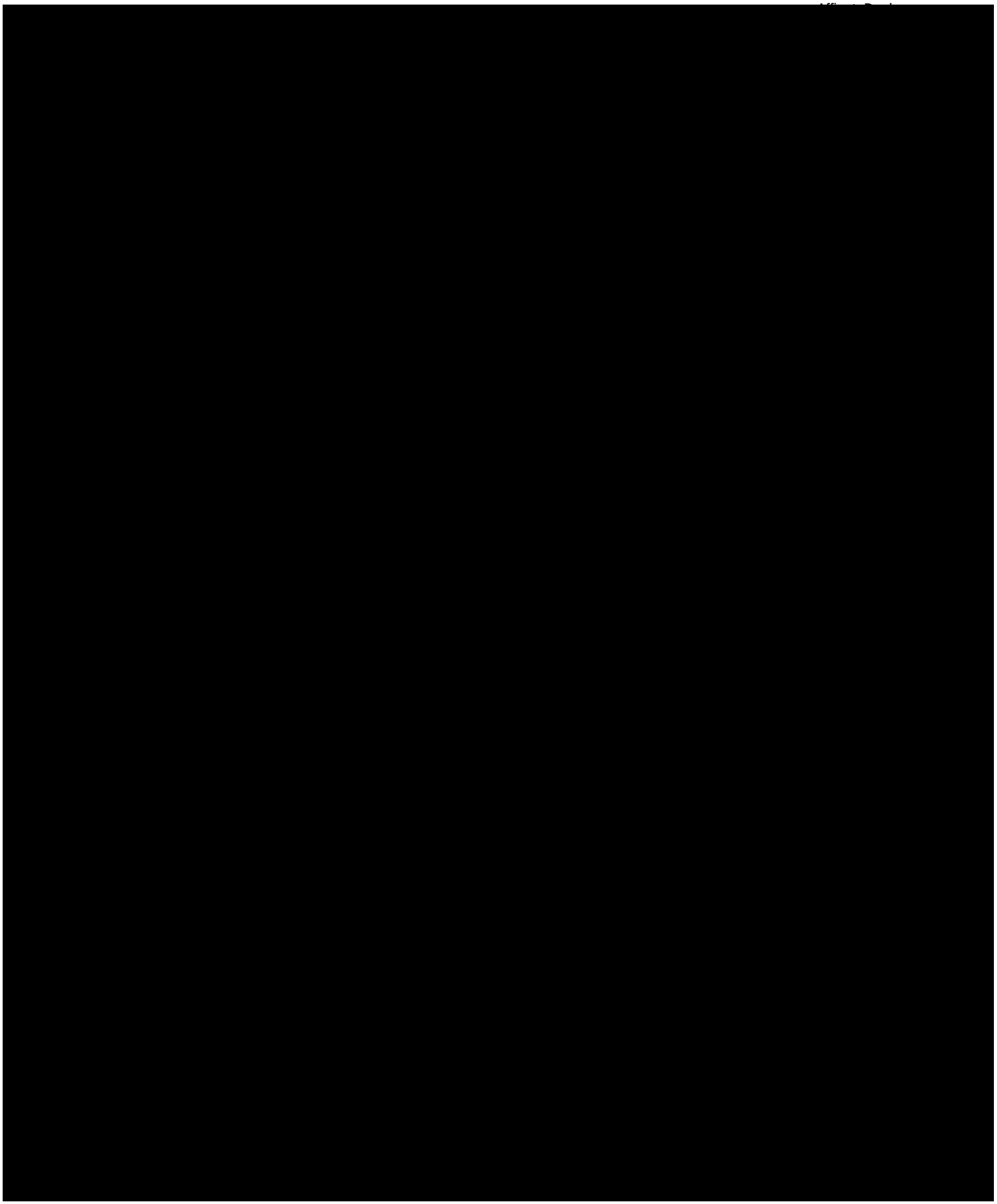
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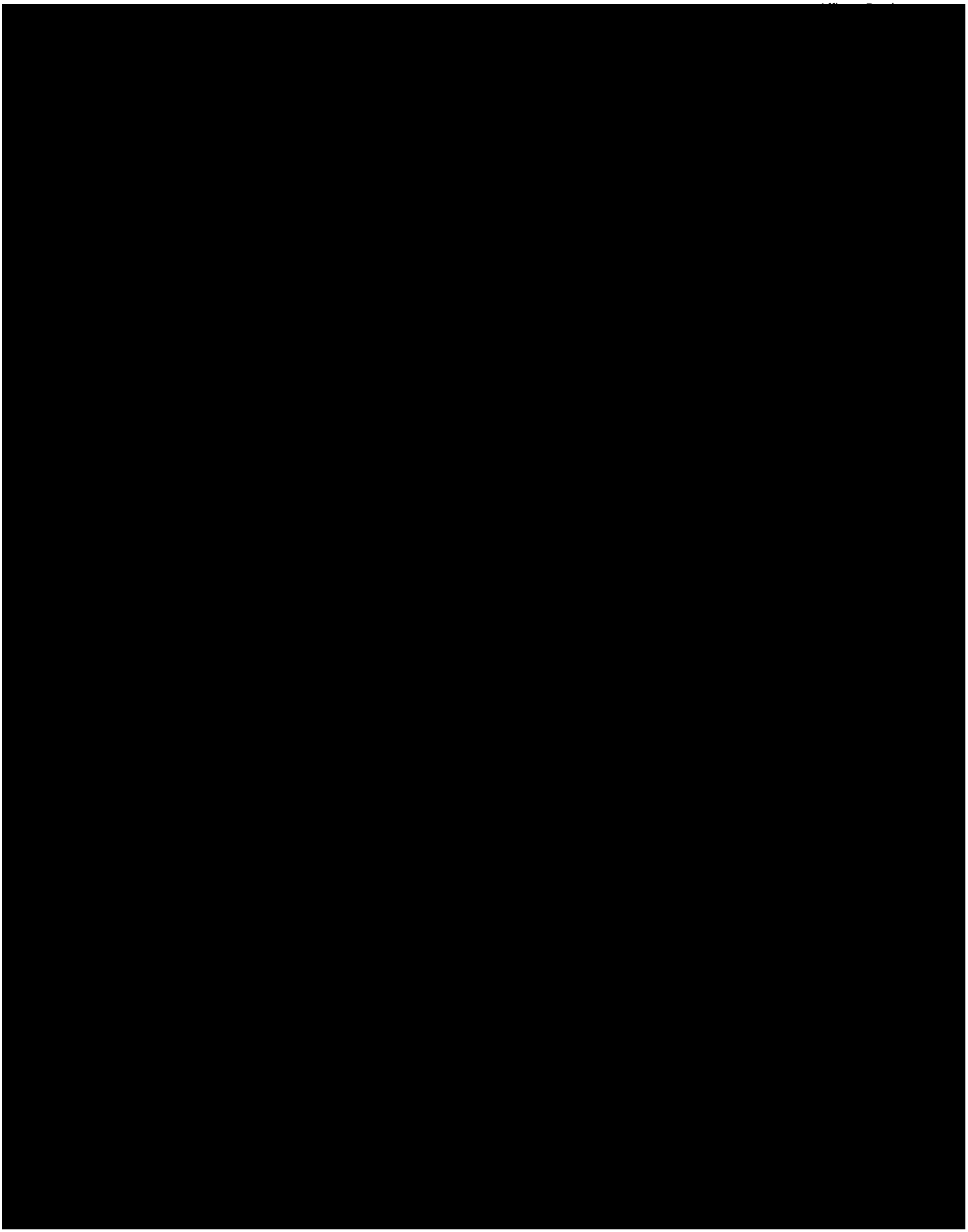


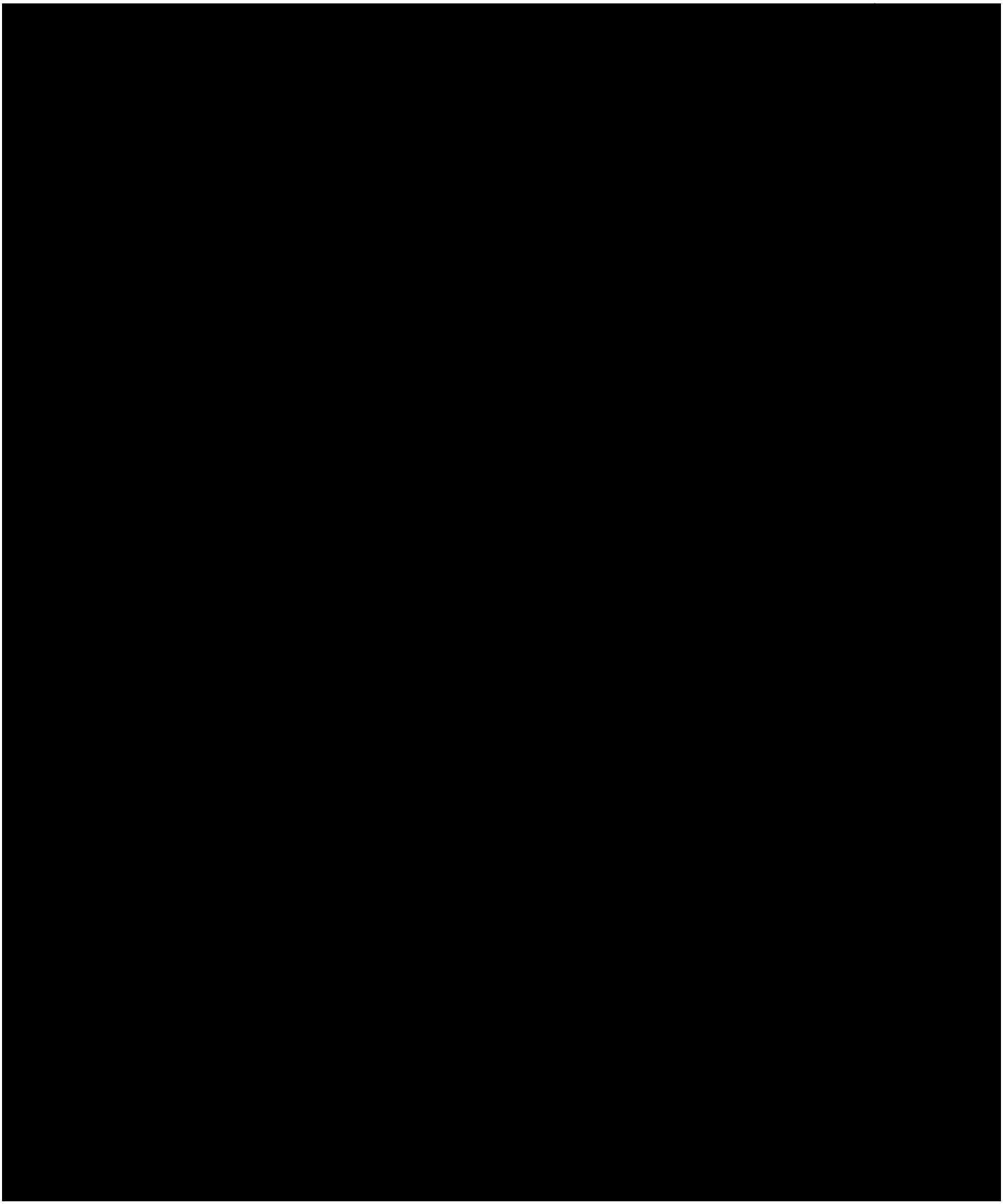


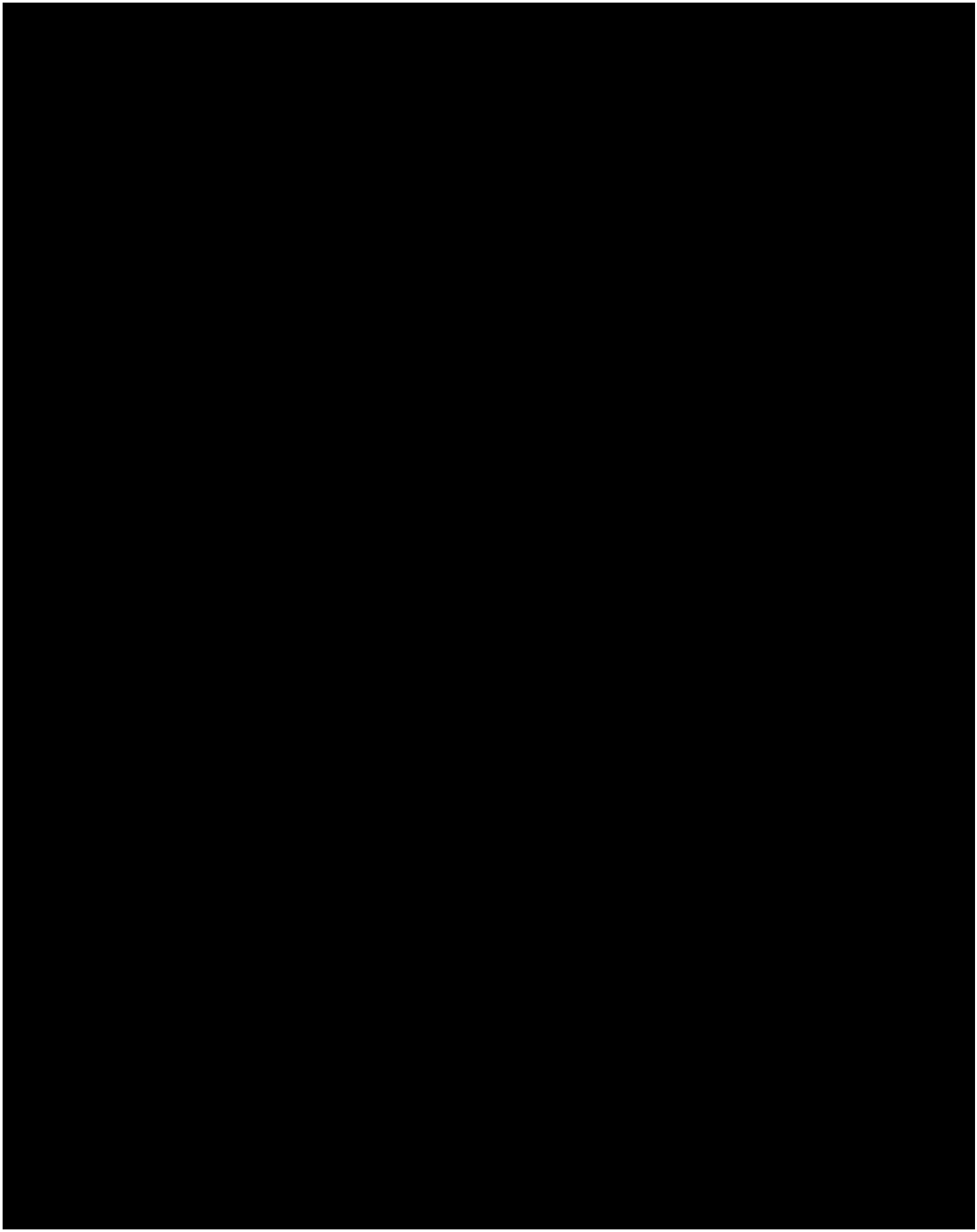
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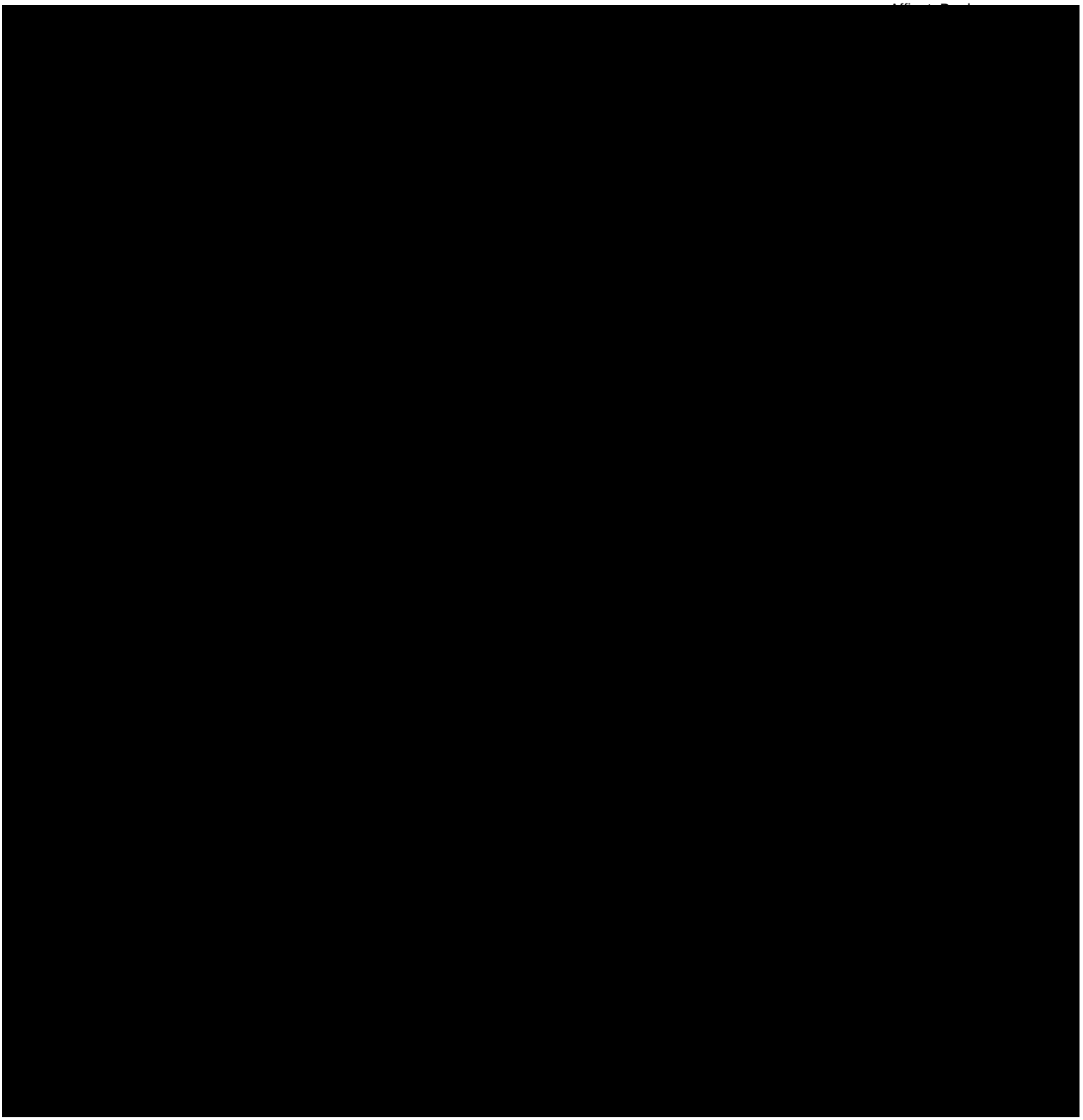


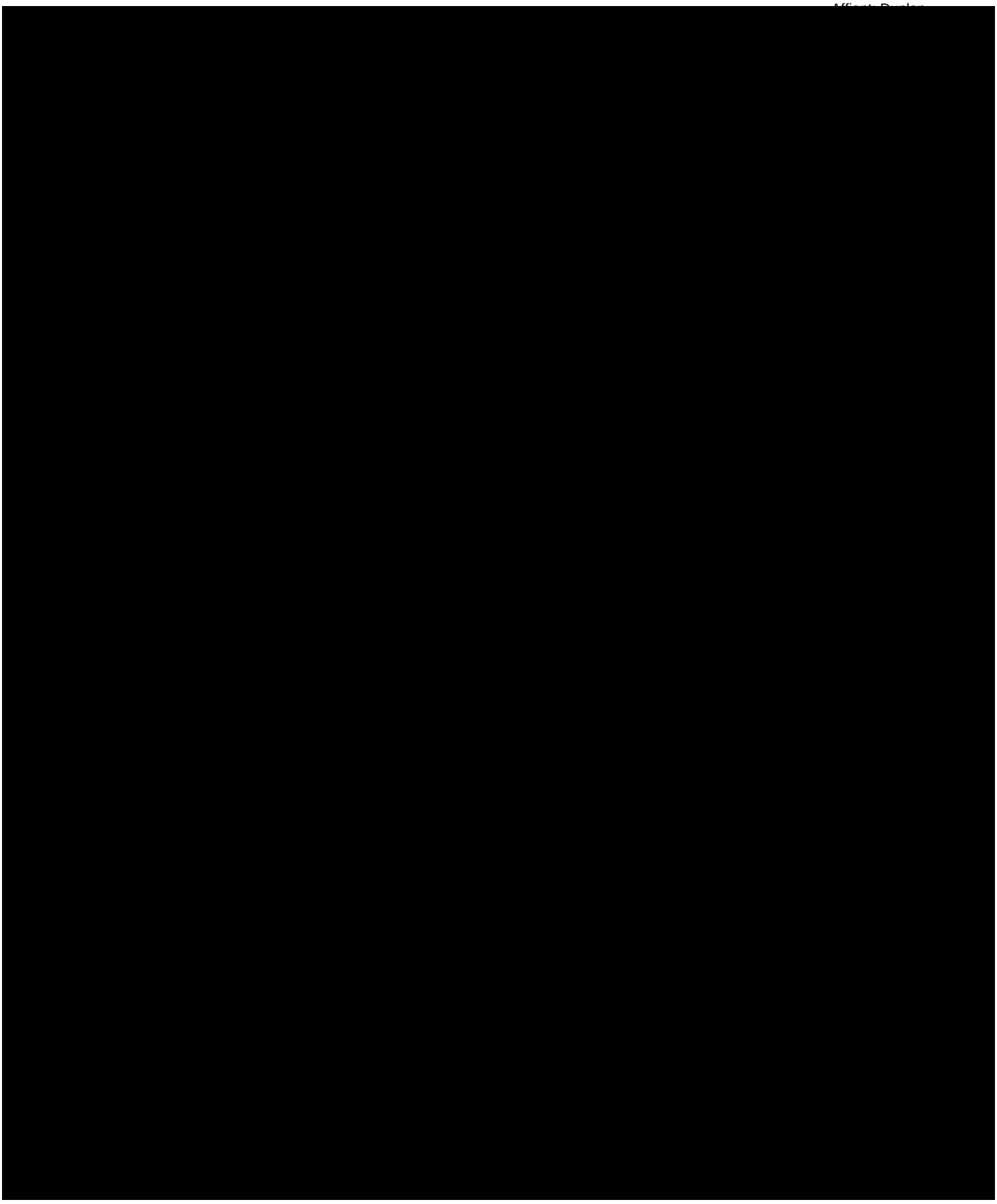


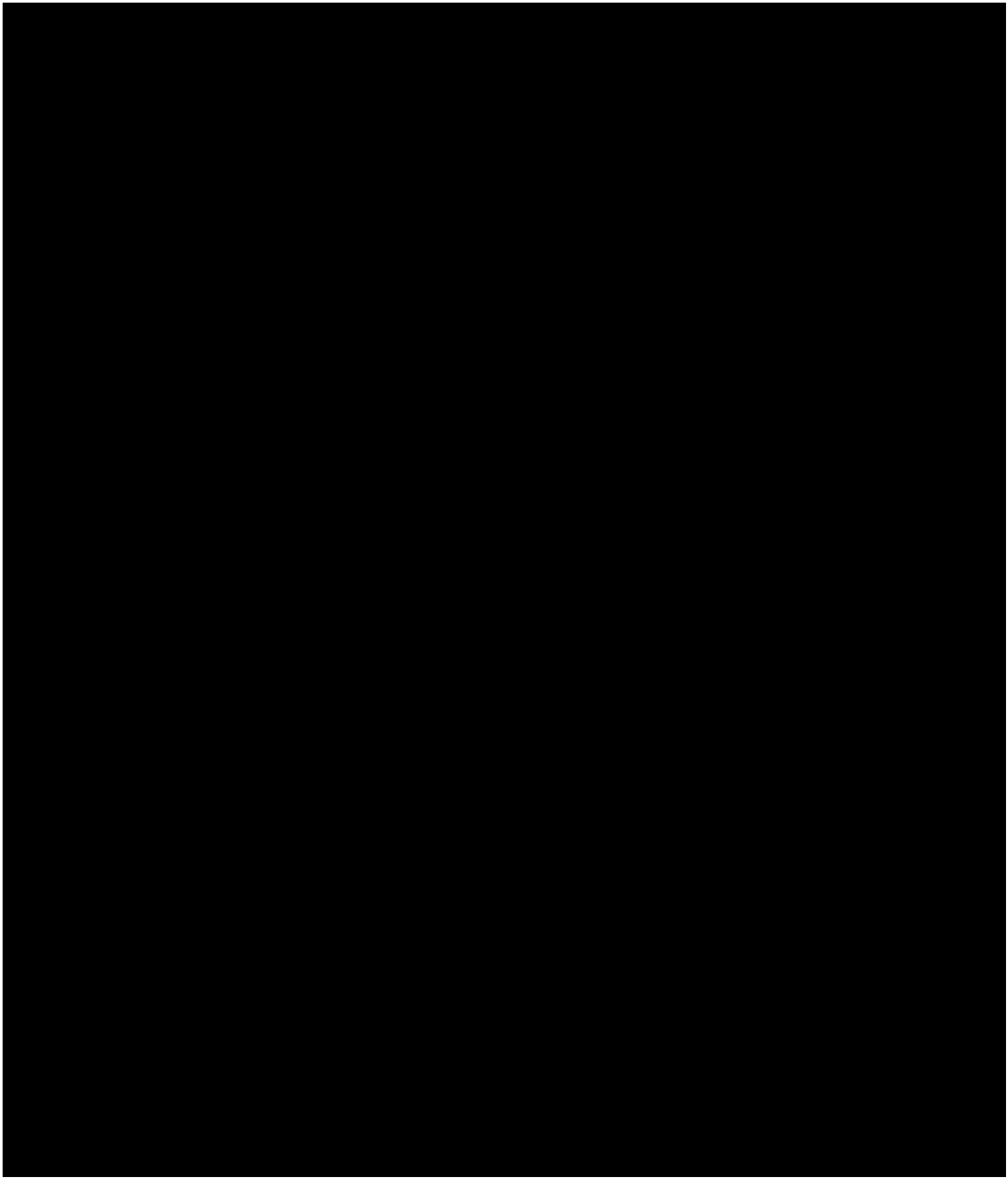


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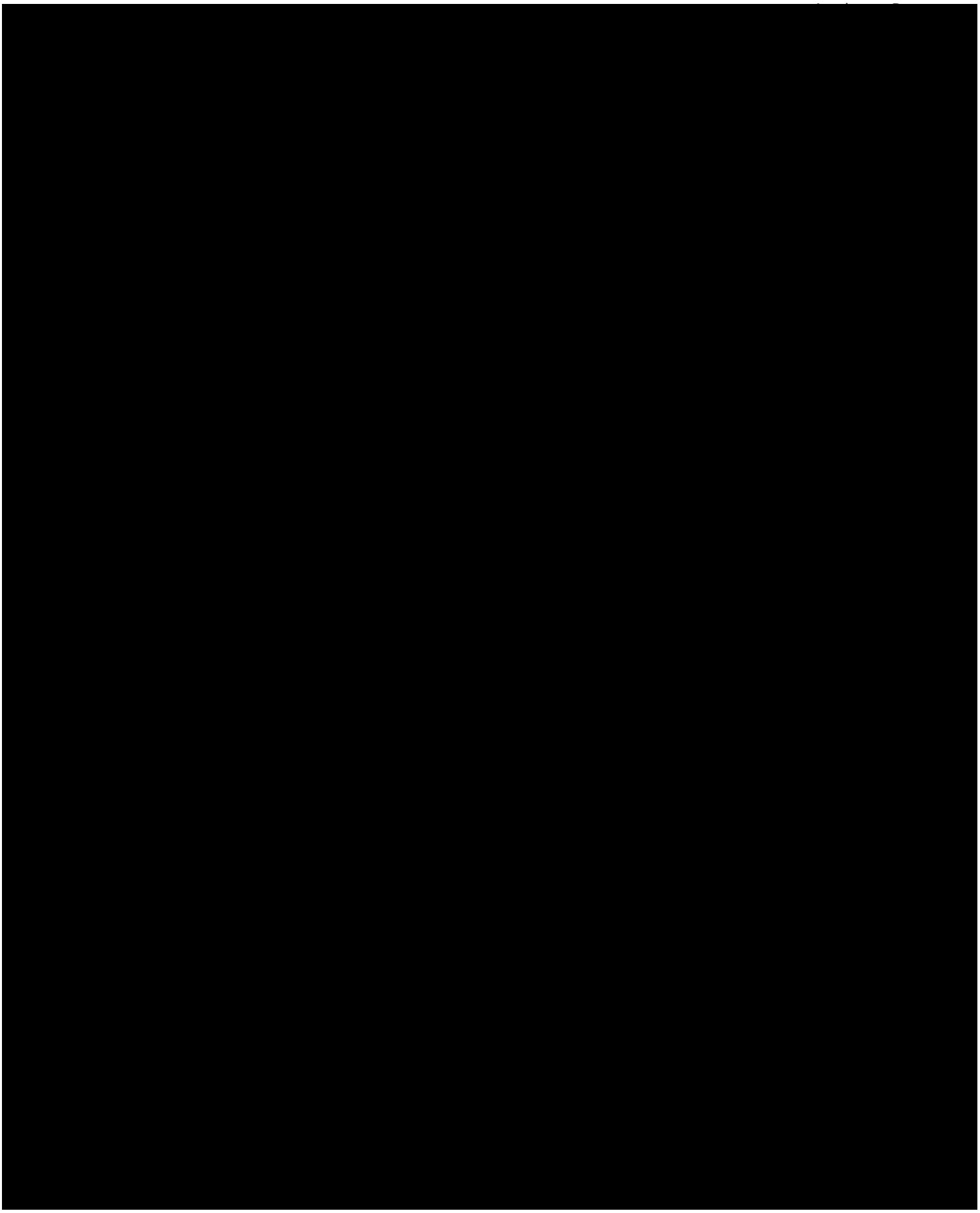


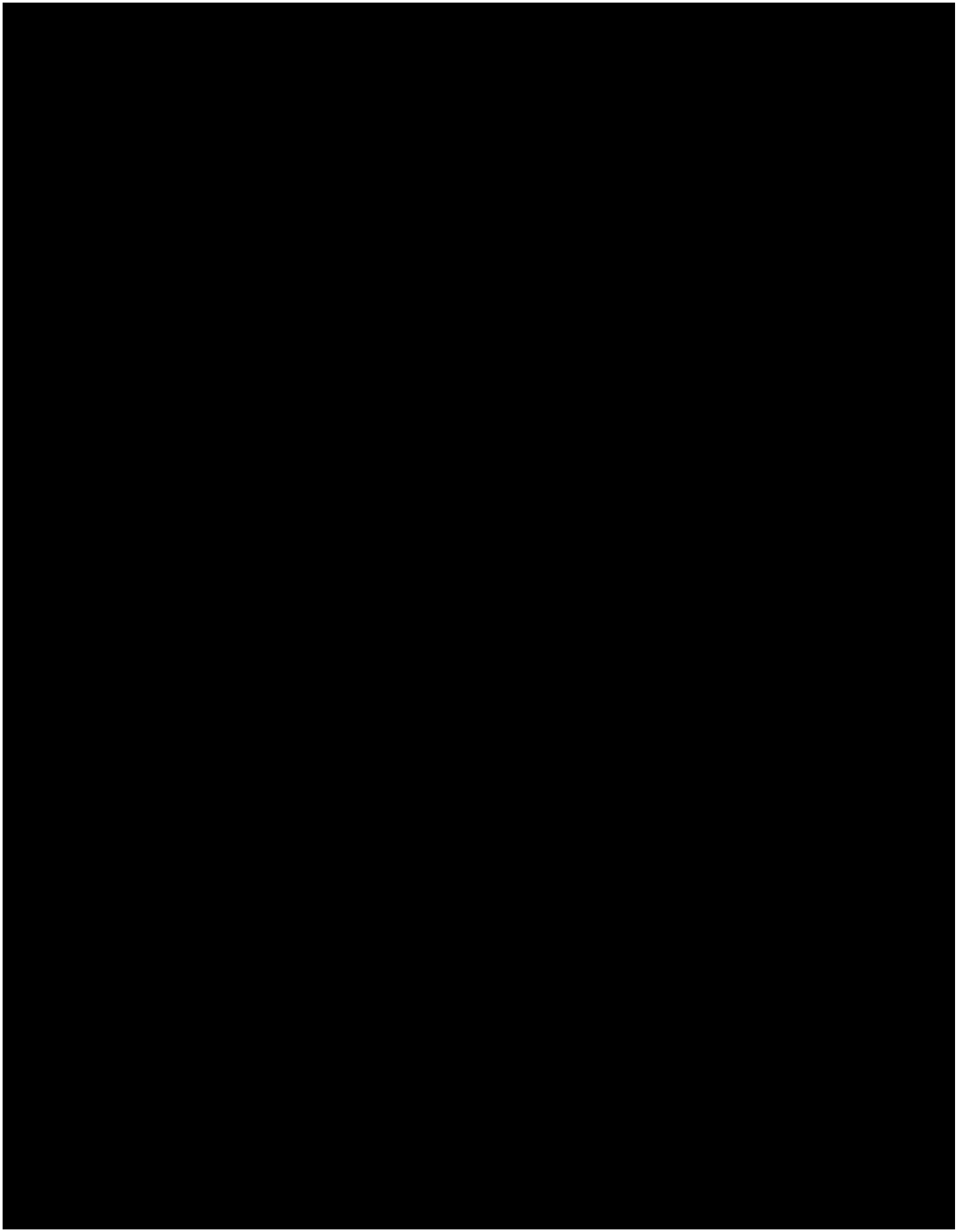


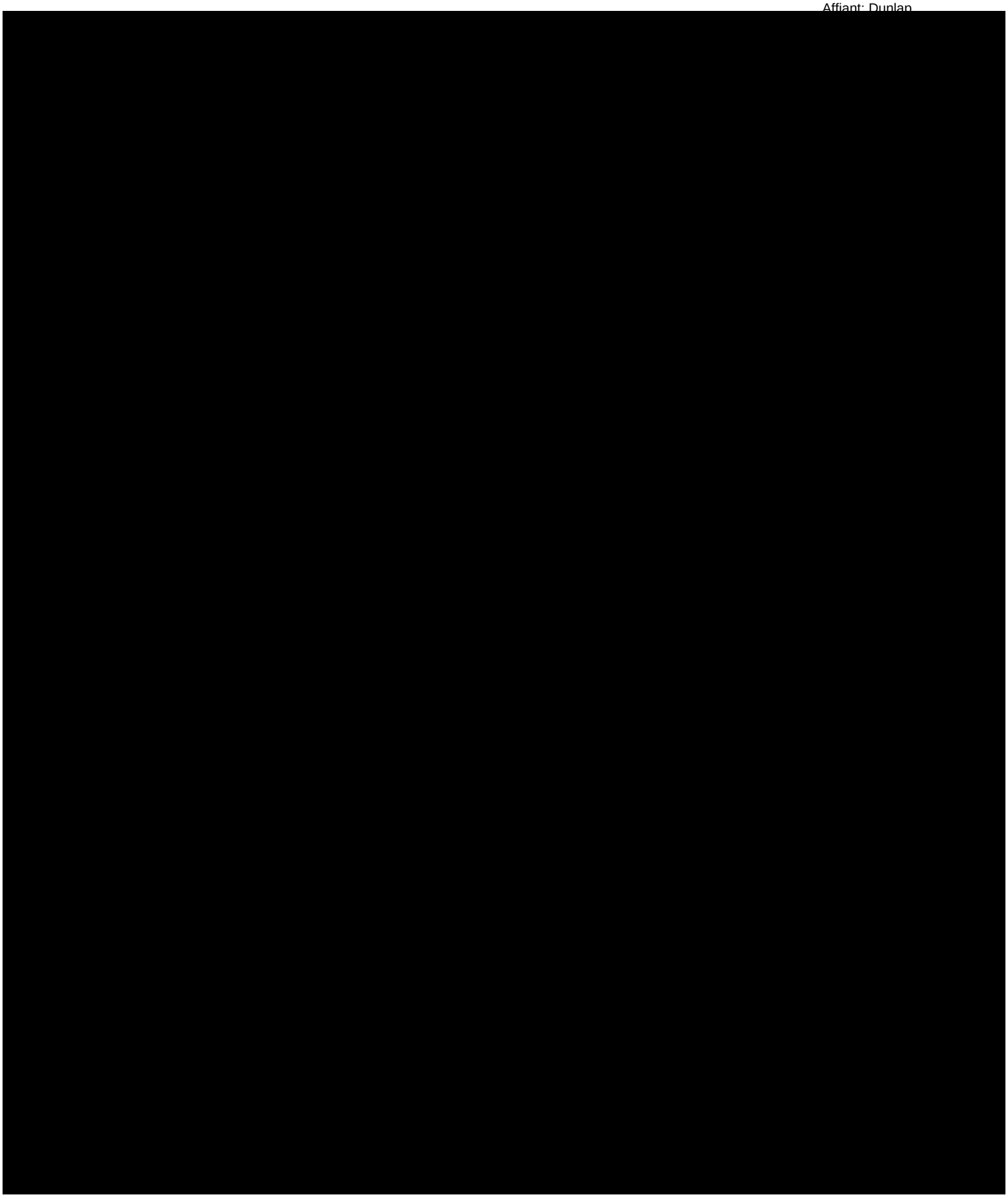


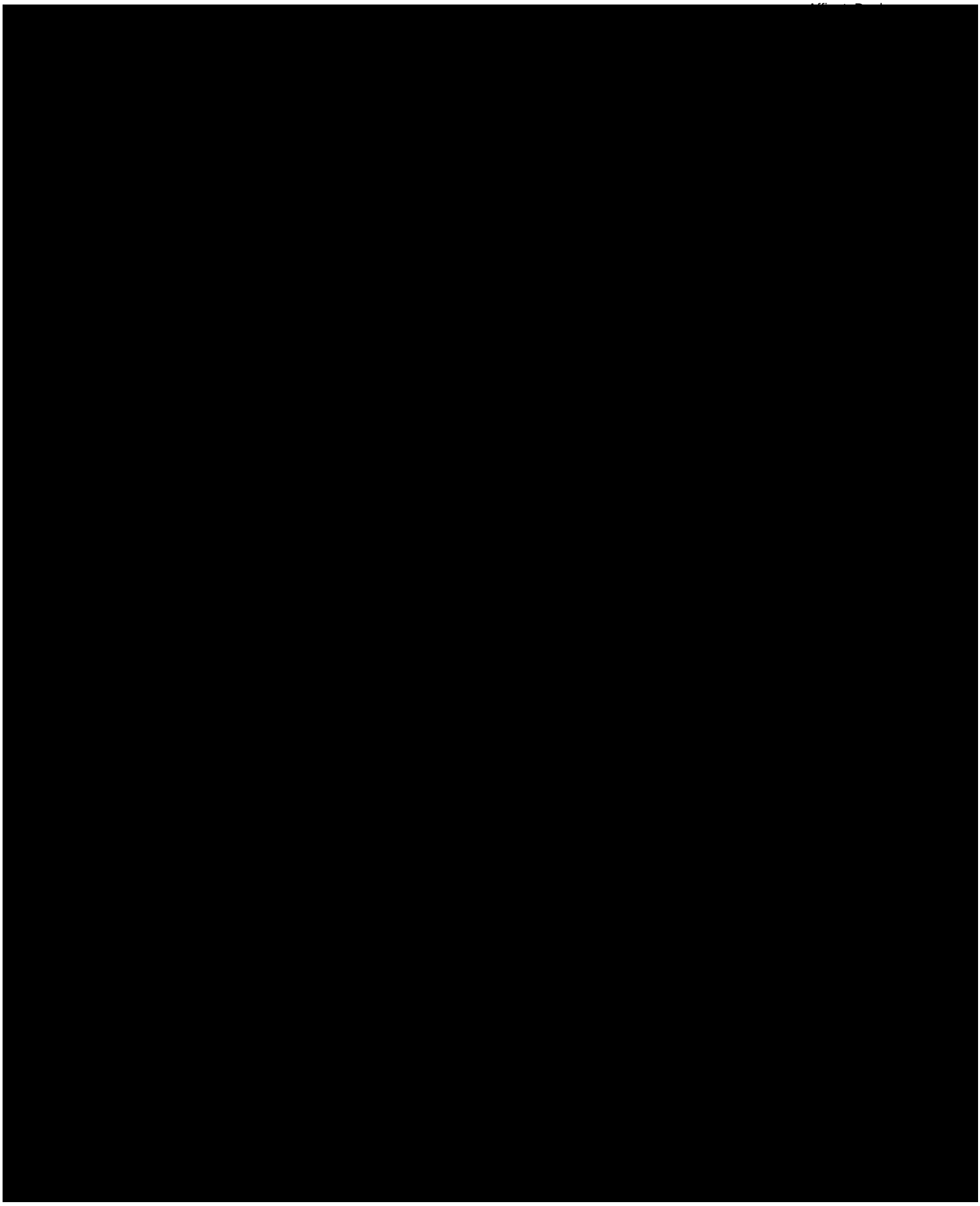














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October 16, 2023 MODULE SUPPLY TERMS AND CONDITIONS BETWEEN DTE ELECTRIC COMPANY AND BOVIET SOLAR USA LTD.

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]

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[redacted]

4.3 "Change in Law" [redacted]

5. CHANGES. [redacted]

6. DELIVERY DELAY. [redacted]

7. INSPECTION AND ACCEPTANCE.

(a) [redacted]

7.1 [redacted]

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[redacted]

7.2 Manufacturing Facilities; Manufacturing Requirements.

(a) [redacted]

(b) [redacted]

(c) [redacted]

(d) [redacted]

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[redacted]

(ii) [redacted]

[redacted]

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

9. CANCELLATION. [redacted]

[redacted]

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

"Forced Labor" [redacted]



"Forced Labor Impact" [redacted]

"Restricted Entity" [redacted]

"Restricted Equipment" [redacted]

[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]

11.3 [redacted]

12. LIMITATION OF LIABILITY. [redacted]

[redacted]

13. DOCUMENTATION. [redacted]

[redacted]

14. DEFAULT. [redacted]

[redacted]

[redacted]

15. RESERVED.

16. SOFTWARE LICENSE. [redacted]

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

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[redacted]

18. PATENT, TRADEMARK, COPYRIGHT INFRINGEMENT INDEMNITY.

18.1 [redacted]

18.2 [redacted]

[redacted]

19. GENERAL.

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

[redacted]

19.2 FORCE MAJEURE. [redacted]

[redacted]

19.3 COMPLIANCE WITH LAW. [redacted]

19.4 ASSIGNMENT. [redacted]

19.5 ATTORNEYS' FEES. [redacted]

BOVIET SOLAR

[redacted]

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

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

19.8 INDEMNITY. [redacted]

19.9 SERIAL DEFECT. See Exhibit A-12.

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

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

19.12 FINANCING COOPERATION. [redacted]

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

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

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

Agreed and Accepted:

Buyer DTE ELECTRIC [redacted]

Seller: BOVIET SOLAR USA LTD. [redacted]

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APPENDIX A

Additional Terms Governing Purchase Orders

Shipment. [redacted]

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

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

[redacted]

6. [redacted]

7. [redacted]

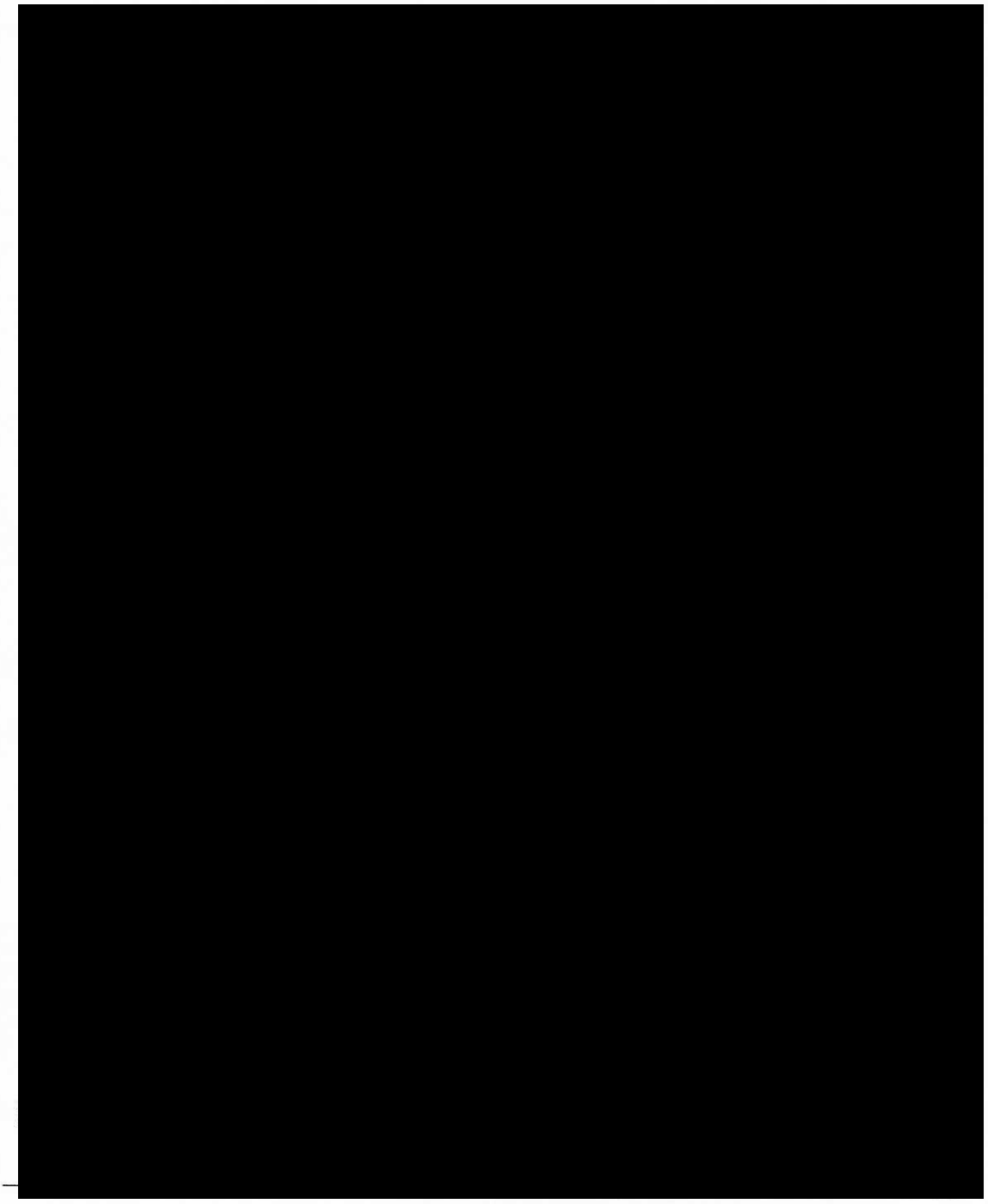
8. [redacted]

Attachment 1

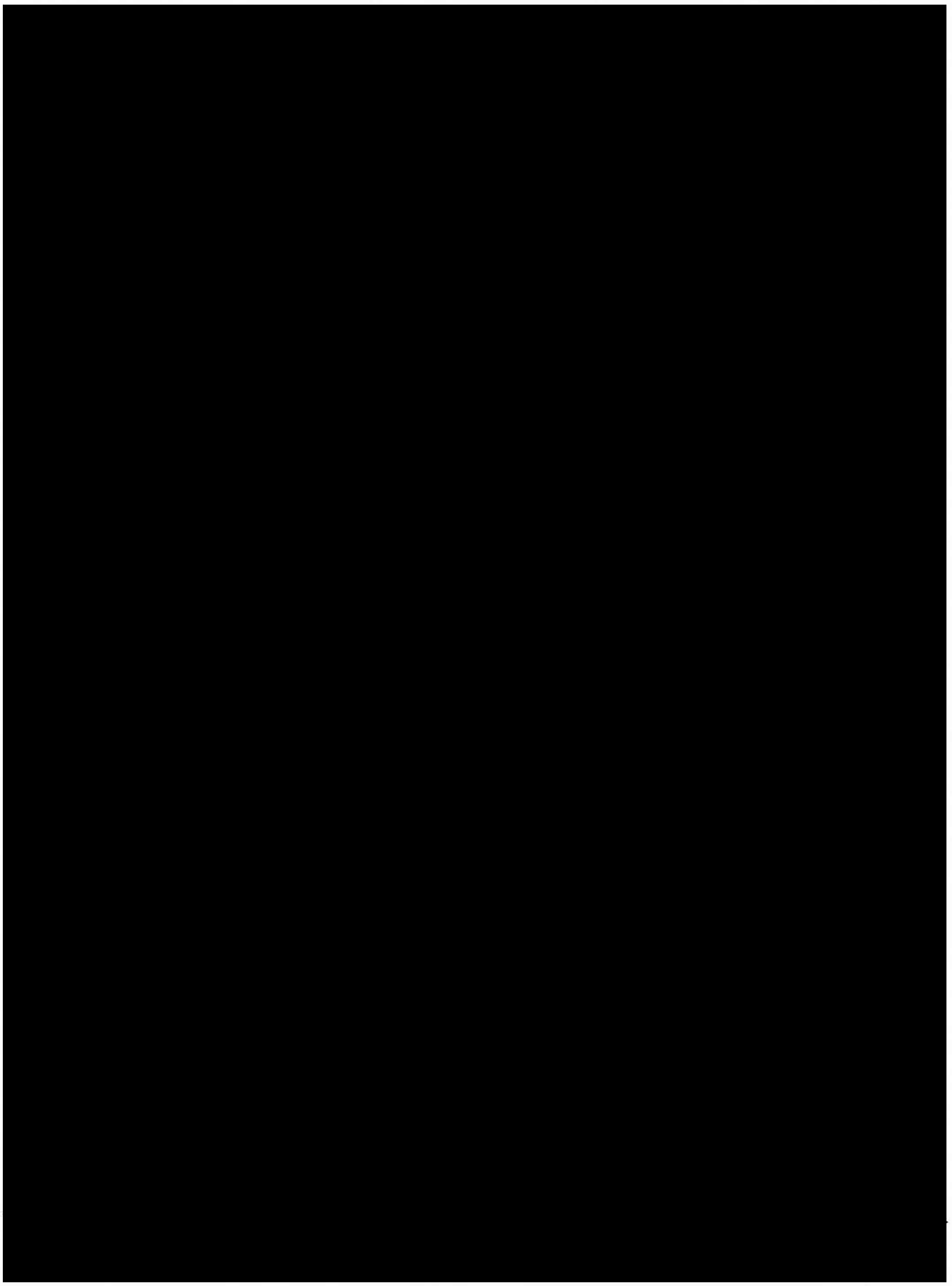
Limited Warranty

[redacted]

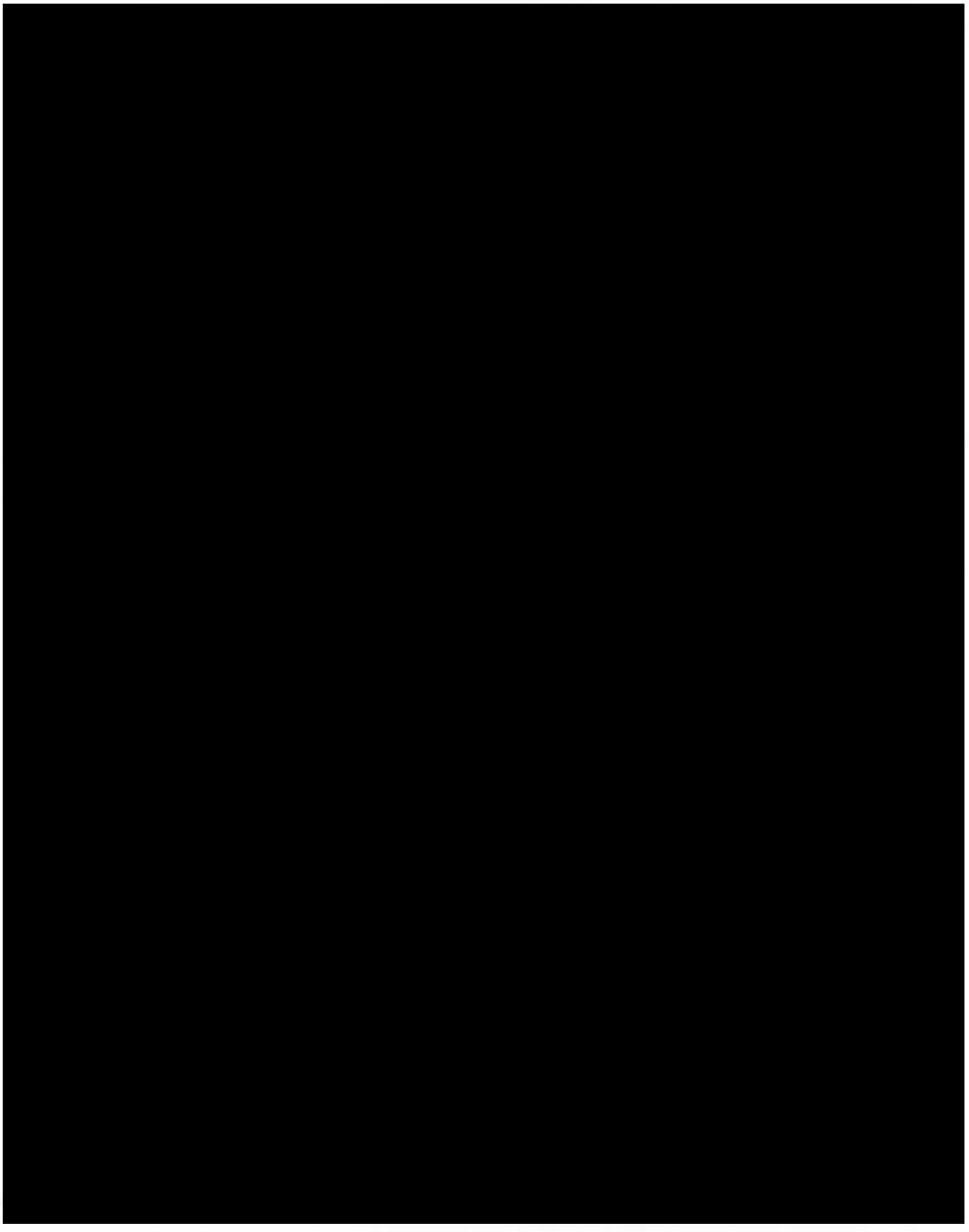
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Attachment 2

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

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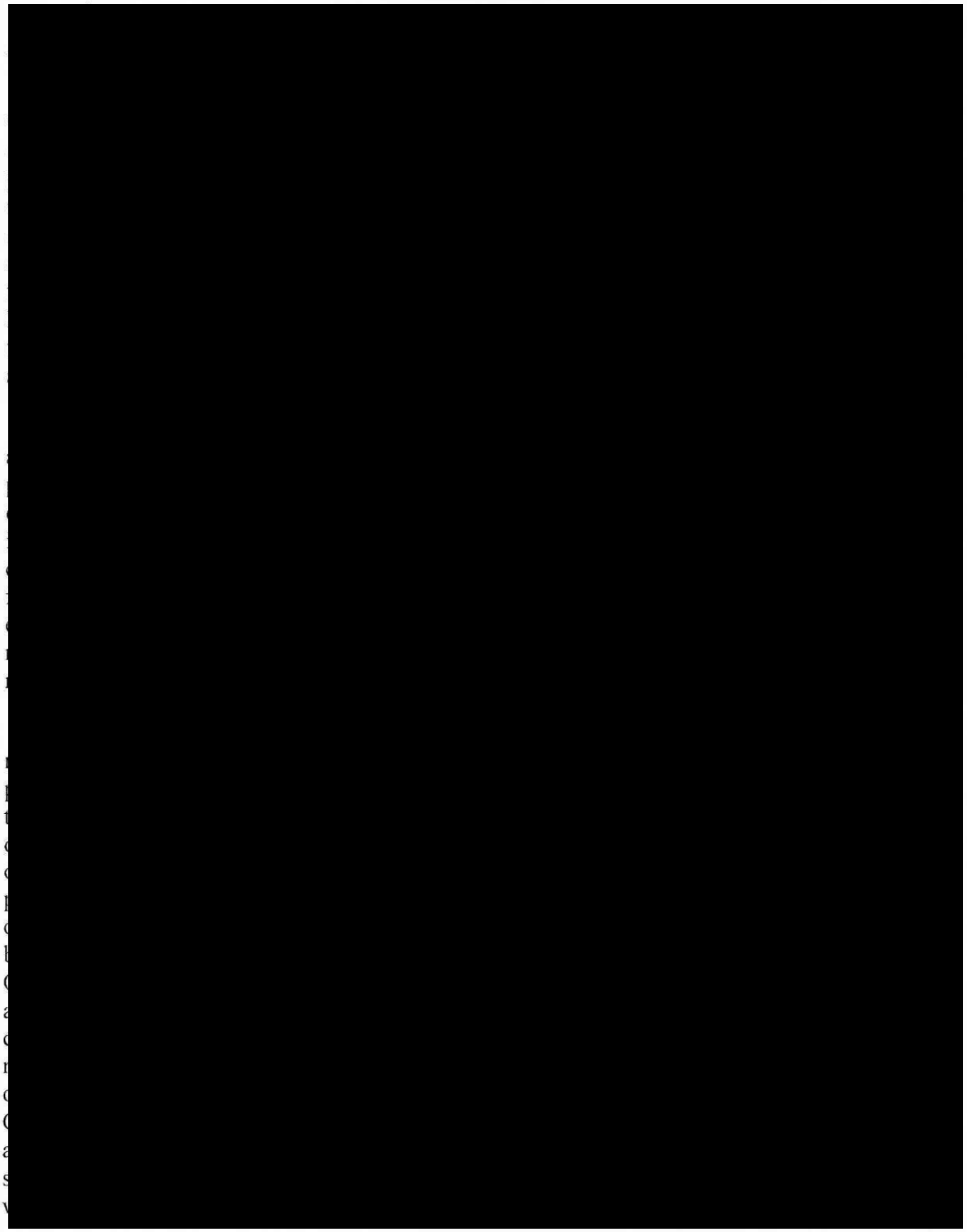


Form of Seller Parent Guaranty

[redacted]

[redacted]

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[redacted]

[redacted]

[redacted]

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[redacted]

BOVIET SOLAR TECHNOLOGY CO., LTD.

[redacted]

Signed as of the date first written above by:

DTE ELECTRIC COMPANY

[redacted]

BOVIET SOLAR

Attachment 3

Form of Seller Invoice



THANK YOU FOR YOUR BUSINESS!

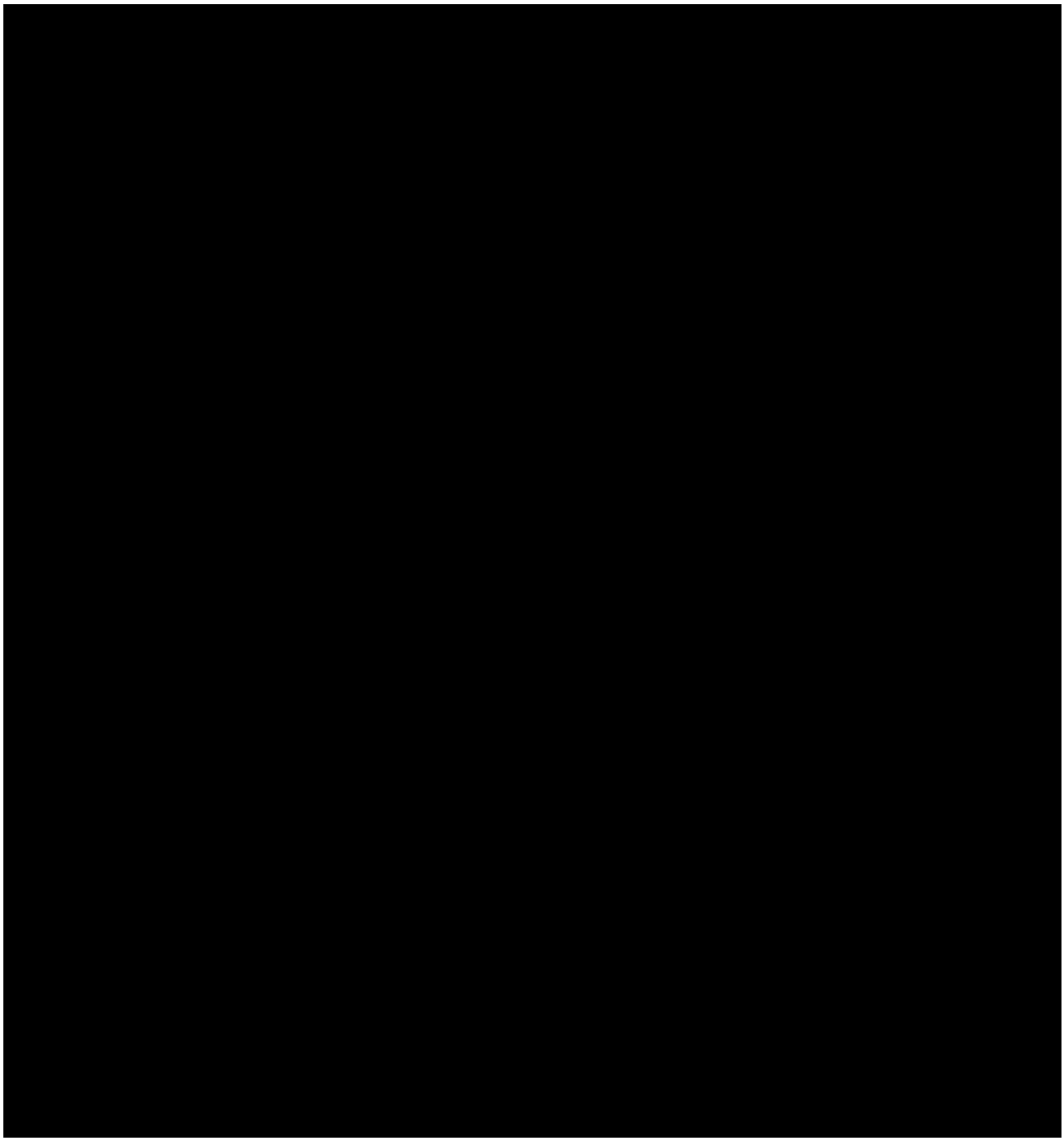
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Attachment 4

Form of Seller's Interim Conditional Lien Waiver



Date: _____



DTE

Attachment 5
Release and Certificate of Final Payment

DE 963-6307 Rev. 3/1/2020

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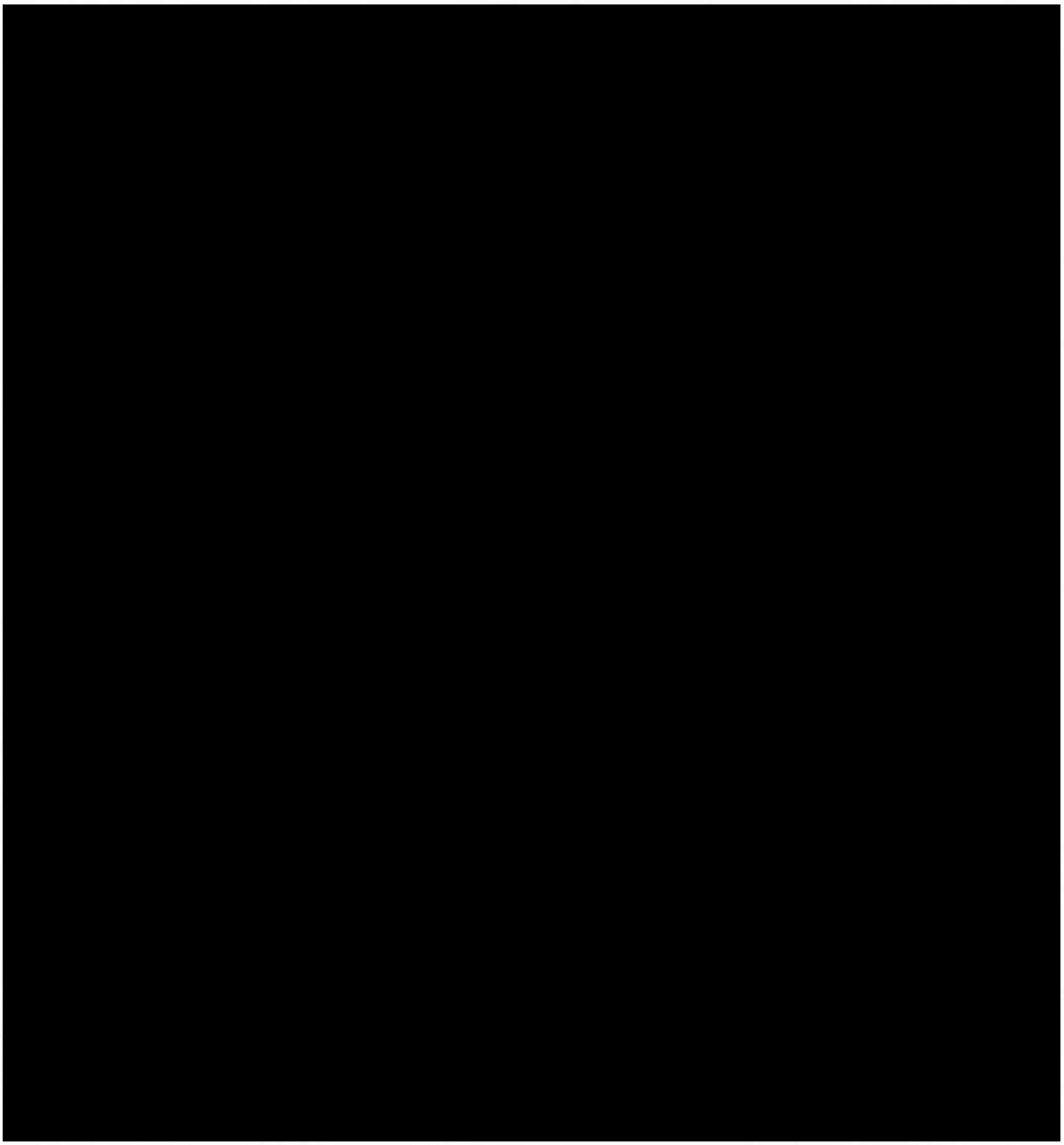
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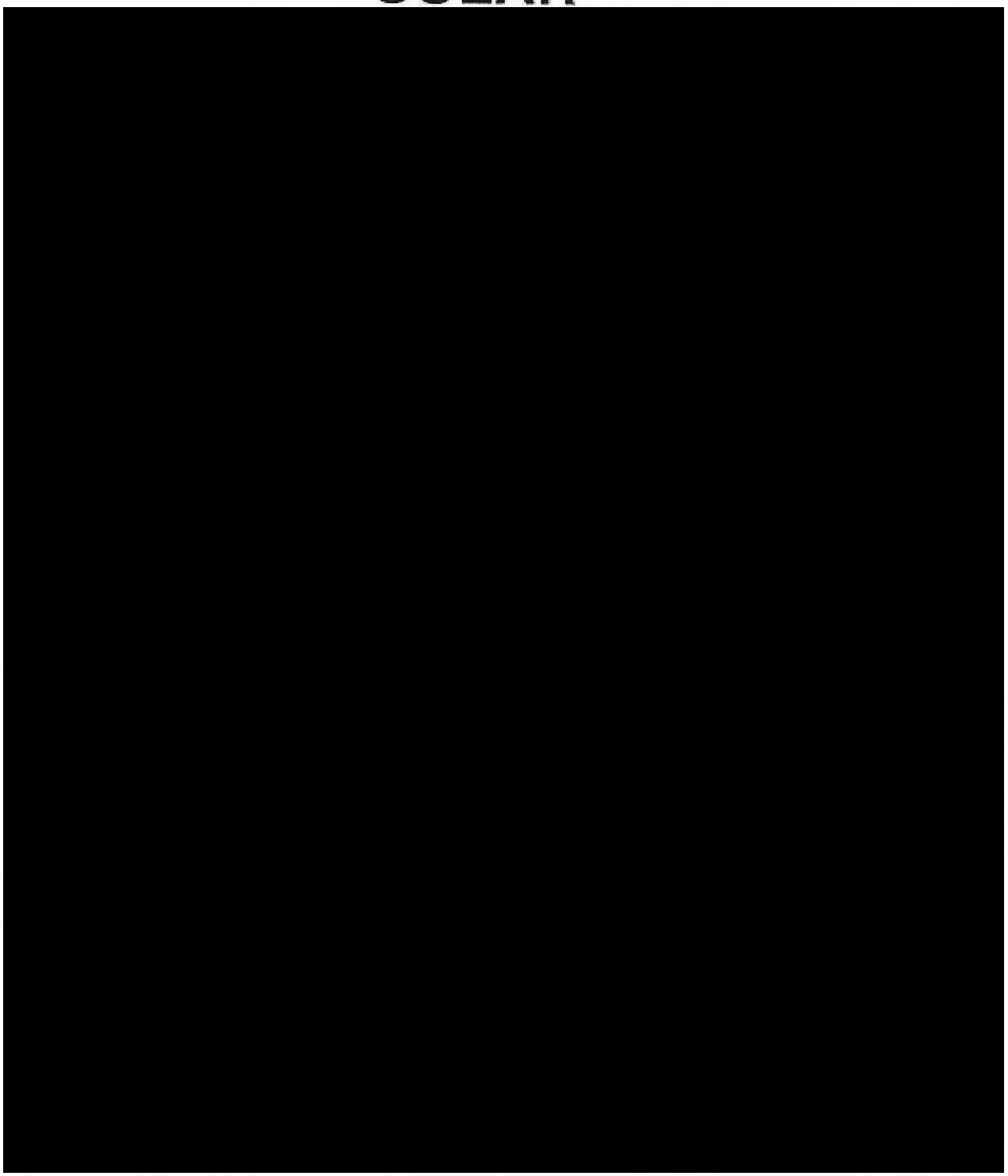
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Attachment 6

Cargo Insurance

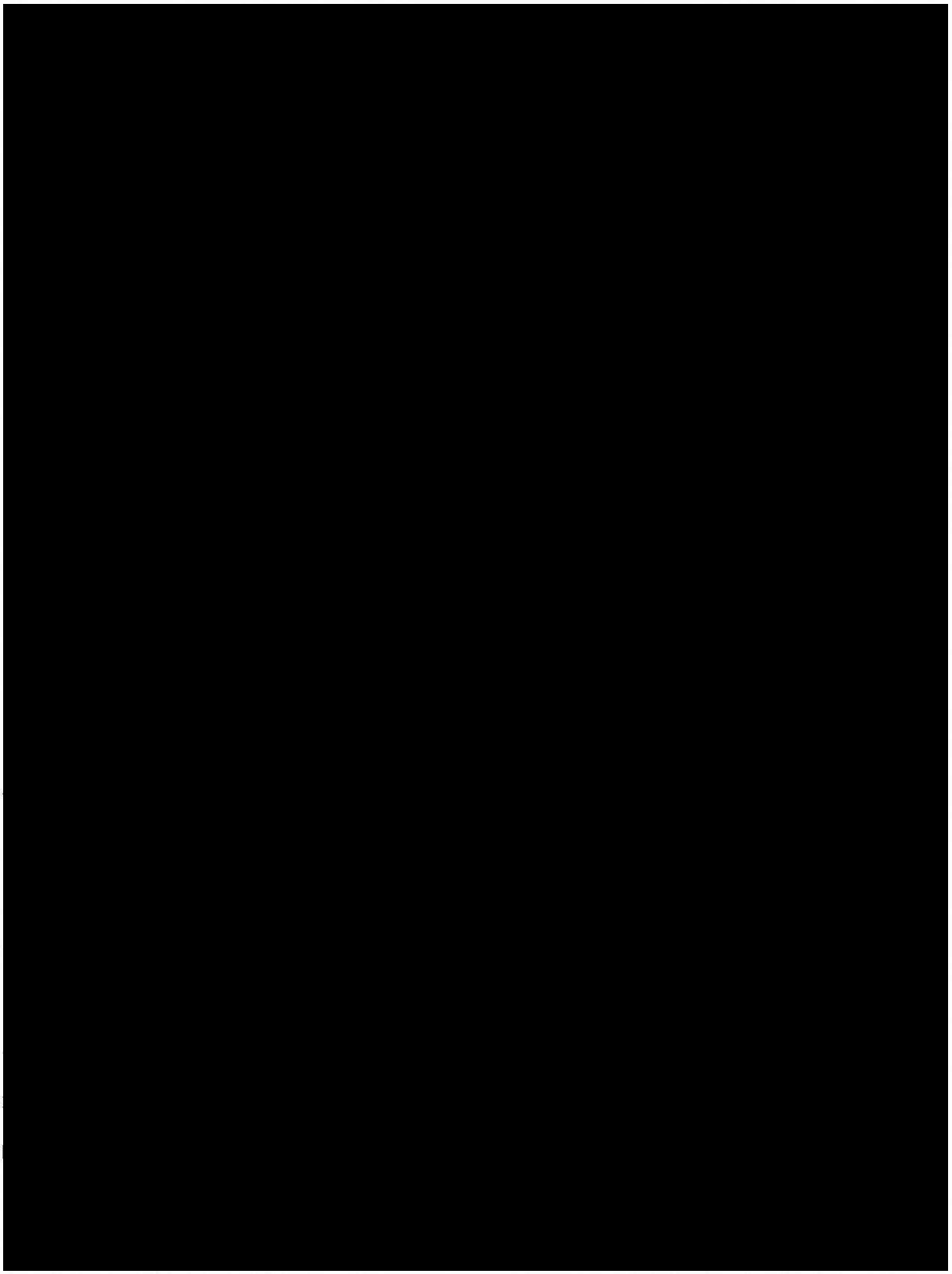


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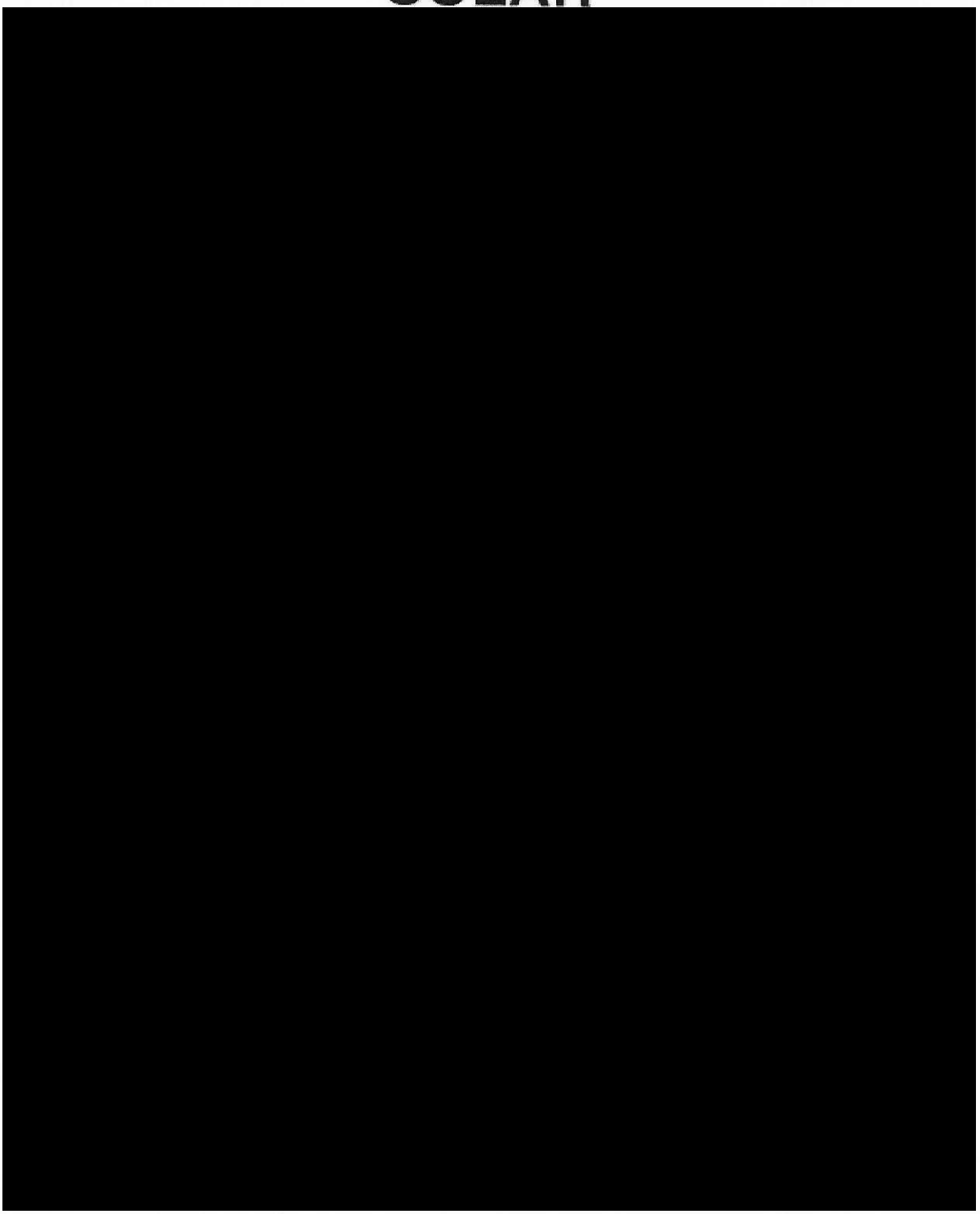


Boviet Solar USA Ltd. 1735 North 1st Street, Suite #300, San Jose, CA 95112

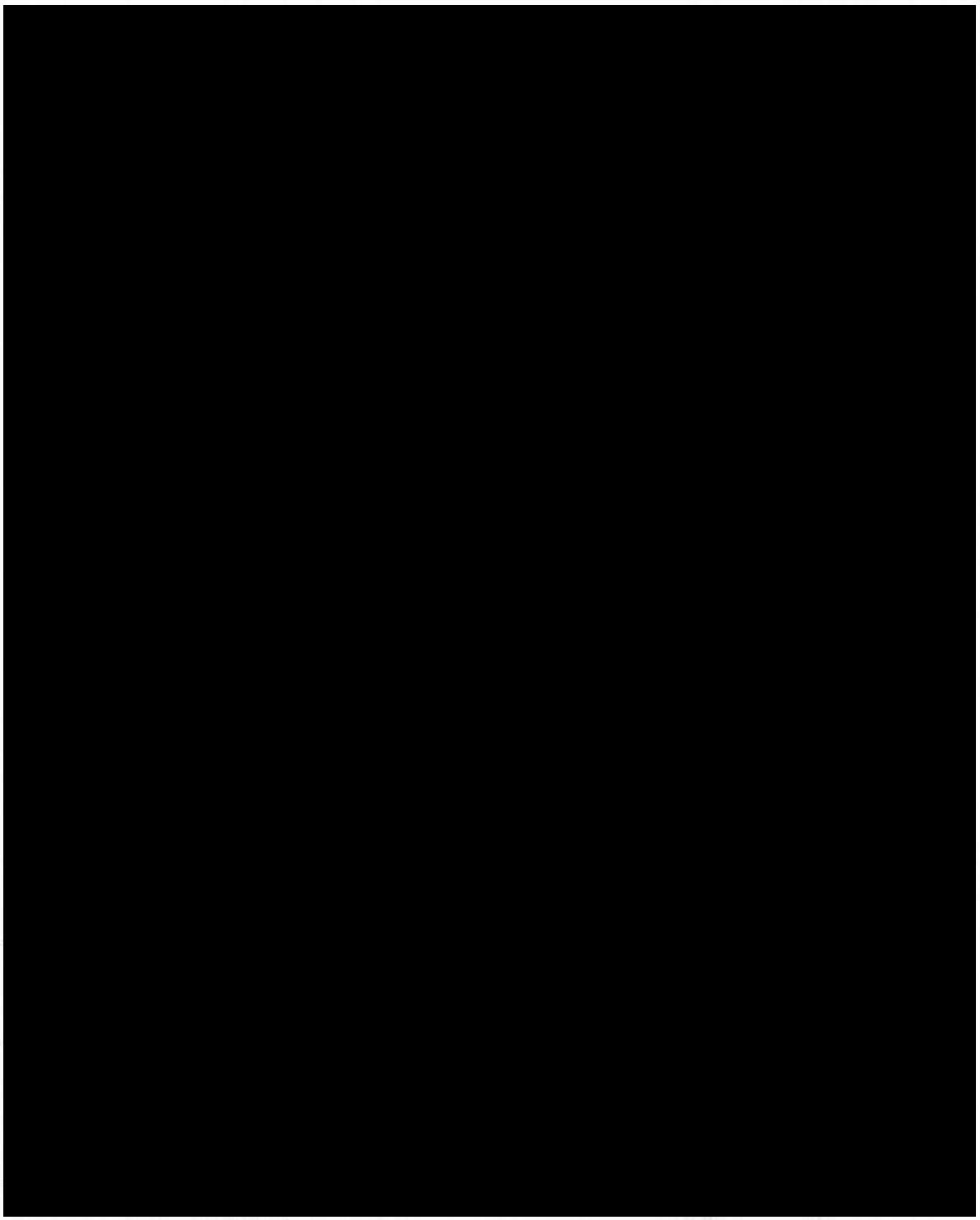
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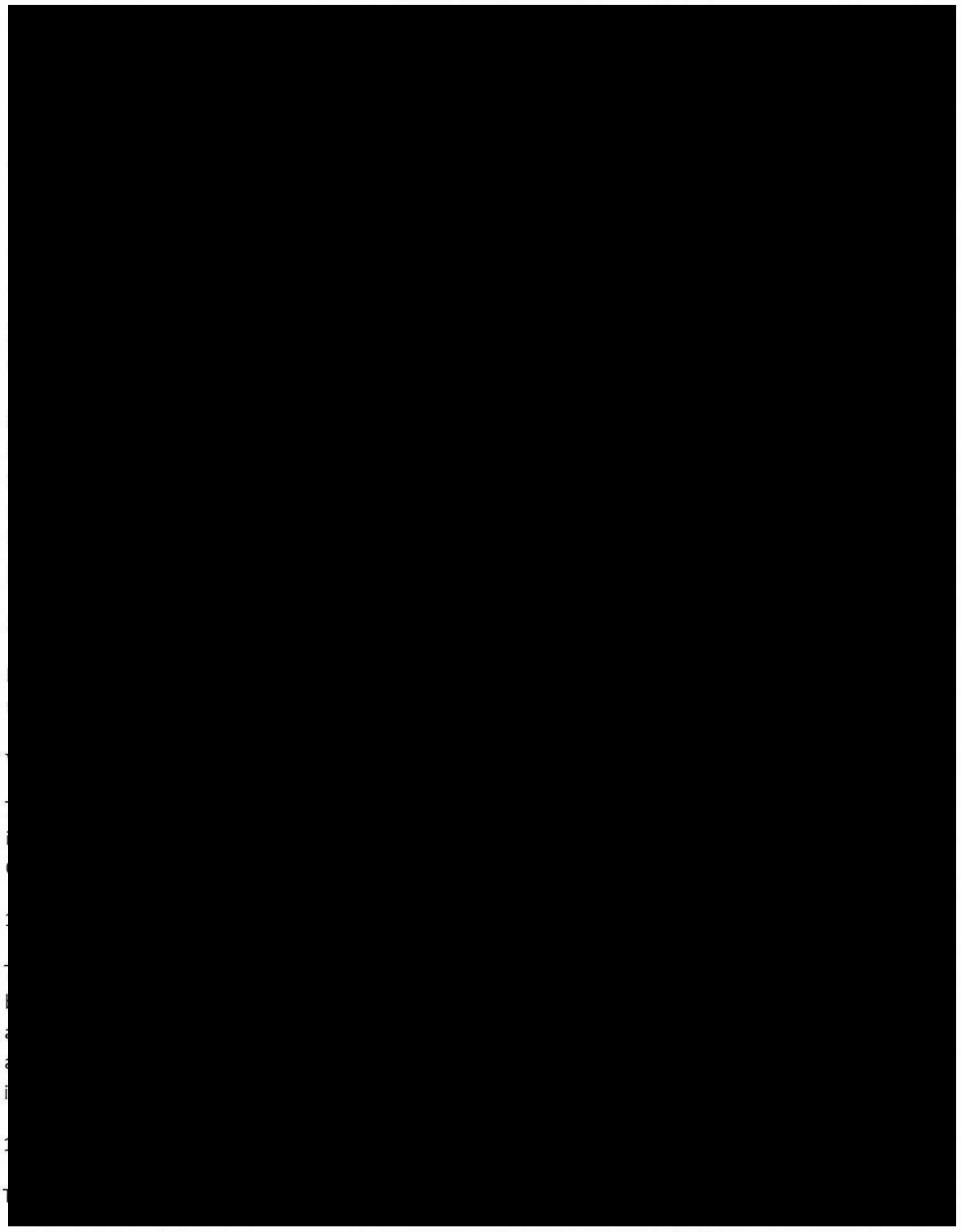
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[redacted]

Attachment 7

Approved OEM Manufacturing Partner List

1. [redacted]
2.
3.
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Attachment 8
Procurement Whitelist

[redacted]

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Final 4.29.22

MASTER SUPPLY AGREEMENT

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

RECITALS

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

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

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

1. DEFINITIONS AND INTERPRETATION

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

2. SALE AND PURCHASE

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

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

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

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

2.4 [redacted]

3. PRICE, TERMS OF PAYMENT, AND TAXES

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

3.2 **Invoices; Payment.**

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

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

3.3 **Deposit**. [redacted]

3.4 **Taxes and Duties**.

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

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

(b) [redacted]

(c) [redacted]

4. SHIPPING; DELIVERY; DELAY

4.1 Shipping.

[redacted]

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

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

[redacted]

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

4.4 **Storage.** [redacted]

5. CHANGES

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

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

6. WARRANTIES

6.1 **Limited Warranty; Serial Defect Warranty**.

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

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

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

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

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

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

7. TITLE; RISK OF LOSS

7.1 **Title.** [redacted]

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

8. FORCE MAJEURE

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

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

[redacted]

9. TERM AND TERMINATION

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

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

9.3 **Termination for Default.**

[redacted]

[redacted]

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

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

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

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

10. INTELLECTUAL PROPERTY

10.1 **Indemnity.**

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

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

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

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

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

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

10.2 **Other Intellectual Property Provisions.**

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

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

(c) [redacted]

[redacted]

11. CONFIDENTIAL INFORMATION

11.1 Restrictions on Disclosure.

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

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

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

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

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

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

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

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

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

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

12. LIMITATION OF LIABILITY; INDEMNITIES

[redacted]

[redacted]

12.4 **Indemnification**.

[redacted]

13. DISPUTE RESOLUTION

Dispute Resolution Procedure. [redacted]

13.1 **Continued Performance**. [redacted]

14. MISCELLANEOUS

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

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

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

14.4 **Assignment.**

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

[redacted]

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

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

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

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

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

[redacted]

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

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

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

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

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

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

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

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

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

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

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

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

15. Additional Flow-Down Terms

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

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

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

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

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

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

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

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

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

[Signature Page to Follow]

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

SELLER:

New East Solar Energy (America) Inc

By:

Name: Yunfei Huang

Title: CEO

BUYER:

DTE Electric Company

By:

Name: Charles Conlen

Title: Vice President – Renewable Energy

EXHIBIT A

DEFINITIONS; RULES OF USAGE

A. Definitions.

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

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

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

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

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

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

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

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

25. [redacted]

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

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

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

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

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

B. Rules of Interpretation.

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

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

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

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

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

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

[redacted]

[redacted]

[redacted]]

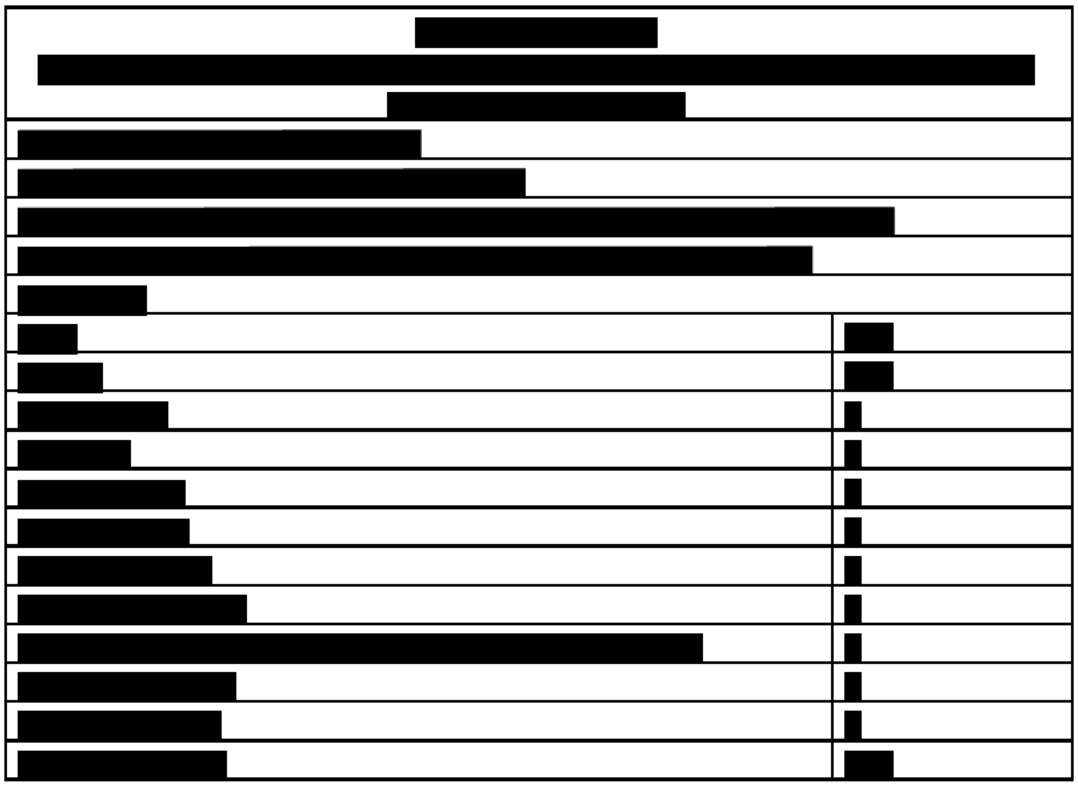
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[redacted]









ATTACHMENT A TO PURCHASE ORDER

THESE MODULE SALE AGREEMENT GENERAL TERMS AND CONDITIONS (the "Terms") are hereby attached to and made a part of that certain Purchase Order by and between Seller, Buyer, [redacted], dated as of the date of the Purchase Order executed by the Parties and to which these Terms are attached ("Effective Date"):

1. DEFINITIONS. Capitalized terms used in the Agreement have the meanings ascribed below, unless otherwise defined in the body of these Terms.

1.1. "Affiliate" means any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, another specified Person. For the purposes of this definition, the concept of "control," when used with respect to any specified Person, shall signify the possession of the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities or partnership or other ownership interests, by contract or otherwise.

1.2. "Applicable Law" means any applicable statute, law (including common law), rule, treaty, regulation, code, ordinance, permit, approval, injunction, judgment, decree, writ, order, or the like, the requirements and conditions of Permits, and interpretations of any of the foregoing by a Governmental Authority.

1.3. "Business Day" means any calendar day other than a Saturday, Sunday, or federal holiday as defined in 5 U.S.C. § 6103.

1.4. "Credit Overage" [redacted]

1.5. "Delivery Date" means the date(s) set forth in the Purchase Order by which Seller shall deliver the Products to the Delivery Point.

1.6. "Delivery Point" means the physical destination set forth in the Purchase Order.

1.7. "Documentation" means the User Manual, Specifications, Warranty, bill of materials, and Shipping Documentation and delivery information.

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

1.9. "Governmental Authority" means any federal, state, local, municipal or other governmental, regulatory, administrative, judicial, public or statutory instrumentality, court or governmental tribunal, agency, commission, authority, body or entity, or any political subdivision thereof, whether domestic or foreign, having, or claiming, a regulatory interest in, or jurisdiction over, the Products (or any portion thereof), any Manufacturing Facility, this Agreement, or one or more of the Parties.

1.10. "Guaranteed Delivery Date" means the last day of each week of deliveries, as provided in the delivery schedule for the Purchase Order.

1.11. "Insolvent" means, with respect to a Party, that:

1.11.1. such Party consents to the appointment of or taking possession by, a receiver, trustee, custodian, assignee, liquidator, or similarly authorized Person of itself or of a substantial part of its assets;

1.11.2. such Party fails, or admits in writing its inability to pay its debts generally as they become due;

1.11.3. such Party makes a general assignment for the benefit of creditors under Applicable Law, or commences proceedings seeking its winding-up or liquidation;

1.11.4. such Party files a petition or commences any case, proceeding or other action seeking to take advantage of any bankruptcy, conservatorship, receivership, insolvency Applicable Law or similar Applicable Laws, or adopts an arrangement with creditors, under any bankruptcy, insolvency, reorganization or similar laws;

1.11.5. such Party consents or fails to object to any petition filed or proceeding commenced against it or with respect to all or substantially all of its property or any such petition or proceeding shall be filed or commenced which shall not have been dismissed within [redacted] of its filing or commencement, or a court, agency or supervisory authority with jurisdiction shall have entered an order for relief or decree with respect to such petition or proceeding; or

1.11.6. a substantial part of such Party's assets is subject to the appointment of a receiver, trustee, liquidator, or custodian by court order and such order shall remain in effect for more than [redacted]

1.12. "Manufacturing Facility" means the facility set forth in the Purchase Order where the Products are manufactured and assembled after the Effective Date.

1.13. "Person" means any individual, company, corporation, firm, joint venture, partnership, association, limited liability entity, organization, trust, Governmental Authority or similar entity.

1.14. "Product(s)" means photovoltaic (PV) energy generating modules, systems and related goods, sold by Seller, as described in the applicable Specifications, and sold to the Buyer under this Agreement.

1.15. "Purchase Order" or "PO" means the order for the Products under this Agreement specifying the requested quantity, delivery location, Product type (by model number), price, and Delivery Date(s).

1.16. "Specifications" means the written description of one or more of the Product types identified in Exhibit A to the Purchase Order, with such Products confirmed to be purchased by Buyer in the Purchase Order.

1.17. "User Manual" means the relevant manufacturer's guide attached as Exhibit B to the Purchase Order for the proper installation and use, including but not limited to, transportation, handling, and operation, of the Products by the end user.

1.18. "Warranty" means the manufacturer's limited warranty for the Product(s) provided by Trina Solar Co, Ltd, and its successors, attached as Exhibit C to the Purchase Order. For avoidance of doubt, the manufacturer's limited warranty is the sole Warranty for the Products, is provided by the Warranty Provider, and no additional warranty is provided by the Seller, Trina Solar (U.S.), Inc. or its successors.

1.19. "Warranty Provider" means only Trina Solar Co, Ltd, and its successors, and excludes Trina Solar (U.S.), Inc.

2. TERM AND TERMINATION.

2.1. **Term**. This Agreement commences as of the Effective Date and shall continue for a period until the [redacted]

2.2. **Default**. If either Party is in material breach of any provision of this Agreement, and such breach is not cured within [redacted]

2.3. **Rights and Obligations on Termination for Default**. In the event of a Buyer Event of Default or a Seller Event of Default, as the case may be, and subject to all limitations set forth herein, including limitations of liability and where this agreement states that the applicable remedy set forth is the sole or exclusive remedy (or words of similar import) for such event, [redacted]

2.4. **Termination for Convenience**. At any time during the Term of this Agreement, Buyer may terminate this Agreement for convenience by written notice to Seller upon [redacted]

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

3. ORDERS.

The Parties agree and acknowledge that the Purchase Order states the quantity of the Products, Purchase Price, payment terms, power output, Product model number, Delivery Point, shipping and delivery terms, and requested Delivery Date of the Products. This Agreement will not apply to any Products that have not been imported into the United States prior to the Effective Date of the Purchase Order and any such sale of Products located outside the United States is strictly prohibited and will be null and void *ab initio*. All sales of Products are subject to, and expressly limited to, the Agreement. The Agreement forms the sole agreement between the Parties with respect to the Products. In the event of any conflict between the provisions of the Terms and the provisions of the Purchase Order, the provisions of the Purchase Order shall control. Neither Party may alter, modify or cancel the Agreement for any reason unless mutually agreed upon in writing and duly executed by both Parties hereto.

4. PRODUCTS; COMPLIANCE WITH LAWS

4.1. Seller shall deliver the Products with all Documentation. Buyer shall use and install the Products in accordance with the User Manual, the Specifications, and the Warranty. Buyer acknowledges, understands, and agrees that the applicable Warranty for each of the Products is provided by the Warranty Provider and not Seller.

4.2. Each Party agrees at all times to comply with all Applicable Laws now or hereafter in effect relating to its performance under this Agreement and any Purchase Order. "Applicable Laws" means all relevant acts, statutes, laws, regulations, permits, licenses, ordinances, rules, judgments, orders, decrees, directives, guidelines or policies (to the extent mandatory) or any similar form of decision or determination by (to the extent mandatory), or any interpretation or administration of (to the extent mandatory), any of the foregoing by any Government Authority with jurisdiction over the Products, and/or the performance of the work or other services to be performed under this Agreement or any Purchase Order. Seller shall deliver Products conform to the Specifications.

4.3. [redacted]

5. PRICE

5.1. The price and costs of the Products are as set forth on the Purchase Order (the "Purchase Price") and the Purchase Price shall be inclusive of all taxes that are required to be paid by the Seller up to the Delivery Point. [redacted]

5.2. [redacted]

5.3. Seller shall invoice Buyer in accordance with the form of invoice attached as Exhibit I to these Terms. [redacted]

6. INSPECTIONS AT MANUFACTURING FACILITY.

6.1 Seller will use best efforts to provide Buyer and its representatives the ability (but not the obligation) from time to time to: (i) inspect each Manufacturing Facility where Products are being manufactured in accordance with Exhibit D to the Purchase Order; [redacted]

[redacted].

7 DELIVERY

7.1 Seller shall package the Products in accordance with [redacted]

7.2 Seller shall deliver the Products to the Delivery Point in accordance with the delivery terms identified in the Purchase Order and consistent with the most recent INCOTERMS set forth in the Purchase Order and in effect as of the date of the Purchase Order. [redacted]

7.3 Seller shall notify Buyer when the Products have shipped and provide Buyer with not less than [redacted] notice in advance of scheduled deliveries of Products. [redacted]

7.4 [redacted] t least seventy [redacted]

7.5 Seller shall provide to Buyer, prior to shipment, with: [redacted]

7.6 Seller shall provide weekly production, shipping and payment forecasts to Buyer [redacted]

7.7 Seller shall, [redacted]

7.8 **Inspection and Acceptance.**

7.8.1 [redacted]

7.8.2 [redacted]

7.9 **Title Transfer; Risk of Loss**. Title to Products will transfer to Buyer, free and clear of all liens, upon the earlier of: ([redacted]

7.10 **Delivery Delay**. If Seller does not deliver the Products on or before the applicable "Guaranteed Delivery Date" for each shipment under the Purchase Order, and to the extent that such failure is not caused by Buyer Event of Default, Buyer Caused Delay, or a Force Majeure Event, then Seller shall [redacted]

[redacted]

8 PAYMENT TERMS; DEPOSIT; CREDIT.

8.1 Payment. Buyer shall make all payments due or owing to Seller in United States Dollars by [redacted]

8.2 Security Interest; Financing. [redacted]

8.3 Seller Letter of Credit. [redacted]

8.4 Seller Remedies for Payment Default.

8.4.1 [redacted]

8.4.2 [redacted]

8.5 Deposit. [redacted]

8.6 Credit Assurance. [redacted]

9 WARRANTY.

9.1 Warranty. [redacted]

[redacted]

9.2 Serial Defect Warranty.

9.2.1 [redacted]

9.2.2 [redacted]

10 INDEMNIFICATION

10.1 Seller General Indemnity. T[redacted]

10.2 Buyer General Indemnity. [redacted]

10.3 Seller IP Indemnity. S[redacted]

10.4 [redacted]

10.5 Indemnification Procedure. [redacted]

[redacted]

11 GOVERNING LAW, JURISDICTION, AND VENUE.

This Agreement and all related documents and any matters arising out of or relating in any way to this Agreement shall be exclusively governed by, and construed in accordance with, t[redacted]

12 FORCE MAJEURE.

[redacted]

[redacted]

13 LIMITATION OF LIABILITY/WAIVER OF CONSEQUENTIAL DAMAGES

[redacted]

[redacted]

14 MISCELLANEOUS.

[redacted]

Purchase Order Exhibit A
Specifications

[attached]

Purchase Order Exhibit B
User Manual

[attached]

Purchase Order Exhibit C
Warranty

[attached]

Purchase Order Exhibit D
Manufacturing Facility Inspection Requirements

[As applicable]

Purchase Order Exhibit E
Quality Assurance/Quality Control Procedures

[attached]

Purchase Order Exhibit F
Bill of Materials Requirements

[attached]

Purchase Order Exhibit G
Form of Seller Letter of Credit

[attached]

Purchase Order Exhibit H-1

Form of Conditional Waiver and Release on Progress Payment

[redacted]

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

Purchase Order Exhibit H-2

Form of Unconditional Waiver and Release on Progress Payment



DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

Purchase Order Exhibit H-3
Form of Release and Certificate of Final Payment

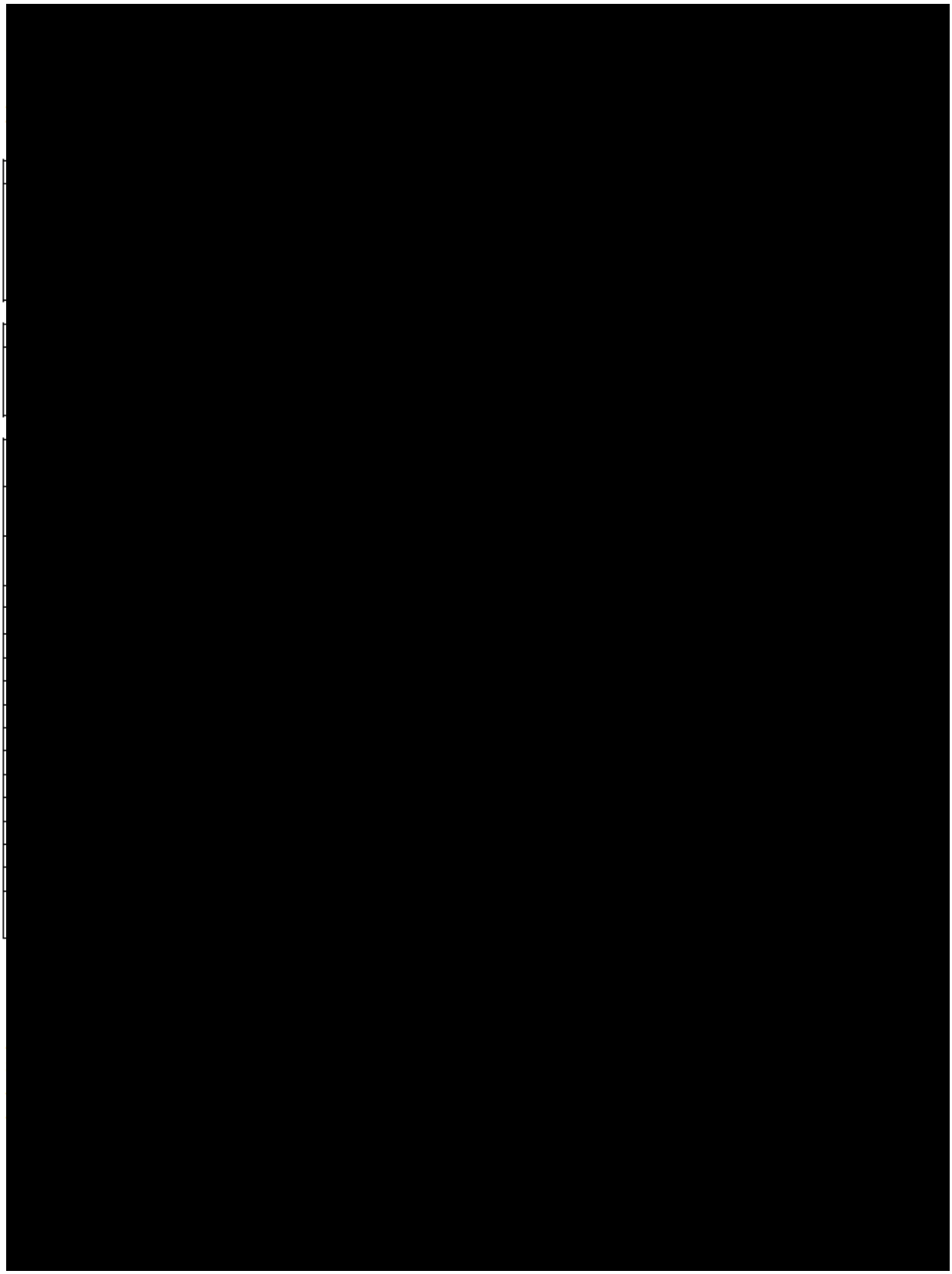
DTE

Release and Certificate of Final Payment

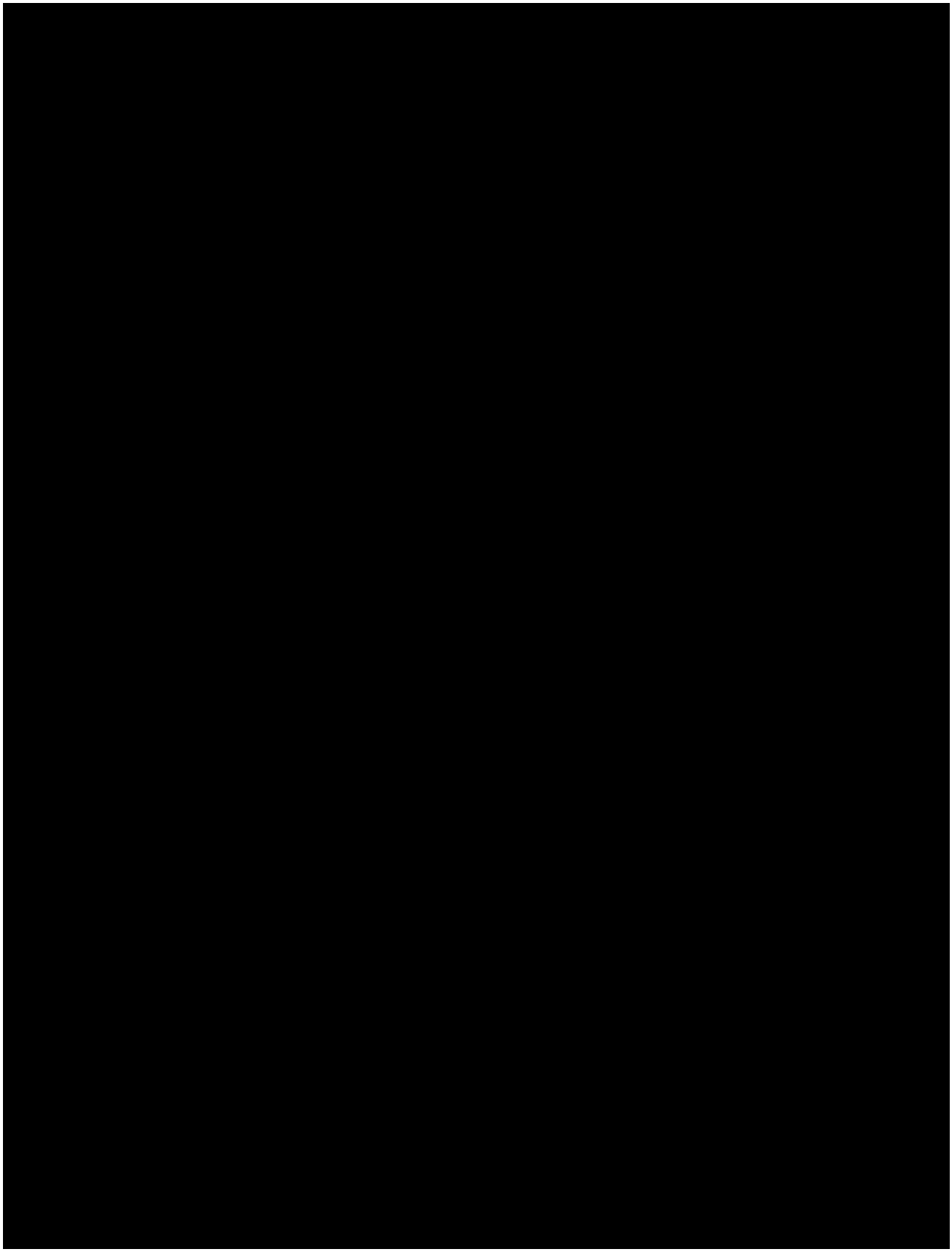
DE 9634307 Rev. 3/1/2020

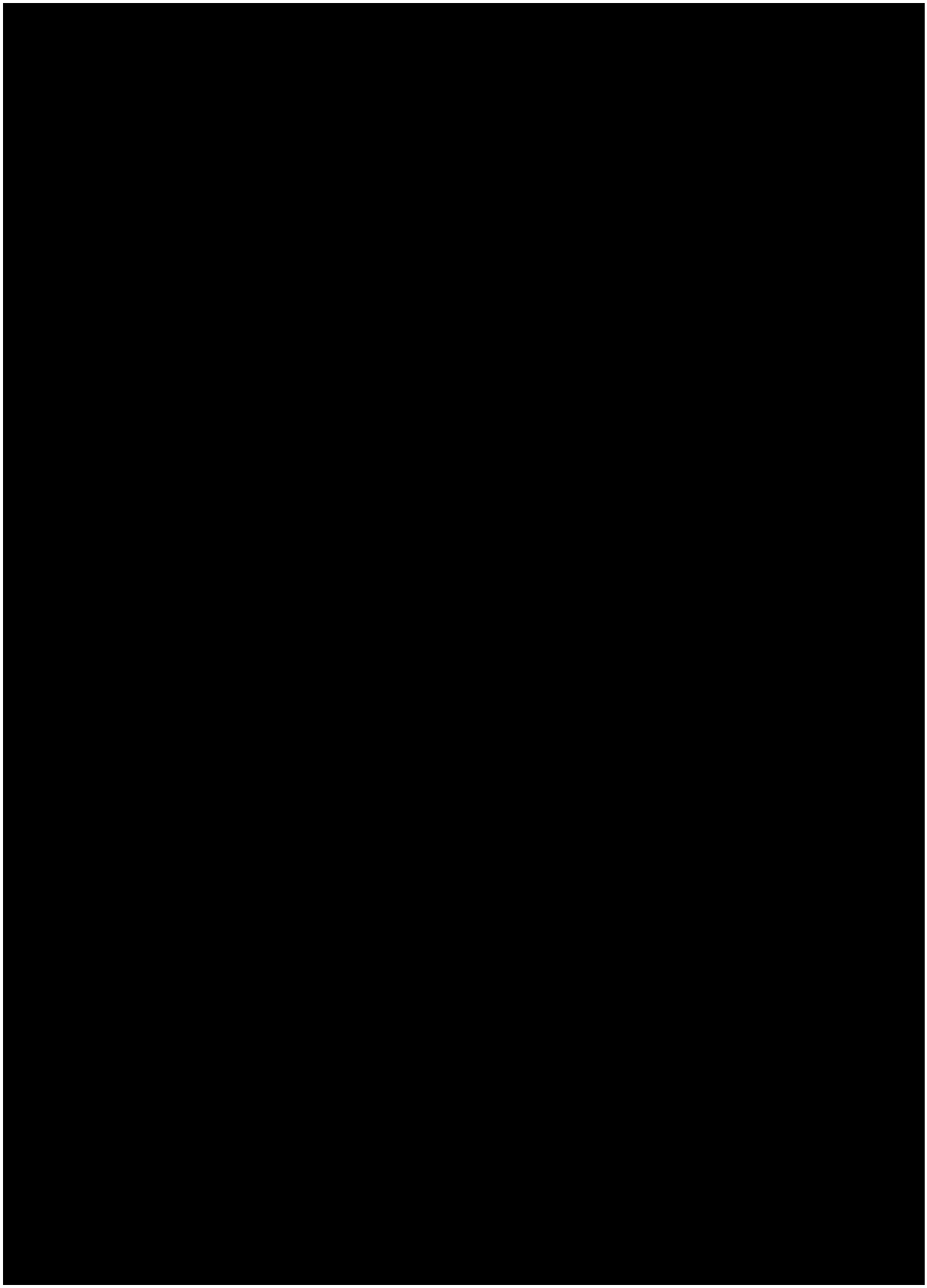
[redacted]

Purchase Order Exhibit I
Form of Invoice



Purchase Order Exhibit J
Seller Insurance Requirements





Attachment C

Case No.: U-21193
Affiant: Dunlap
Attachment: C
Page No.: 1 of 1

Tariff Impacts Identified by Suppliers

Component	Tariff Impact (%)
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

Exhibit 2

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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

AFFIDAVIT OF RALPH L. LUCIANI IN SUPPORT OF DTE ELECTRIC COMPANY'S
2025 RENEWABLE ENERGY REQUEST FOR PROPOSALS PROCESS

STATE OF VIRGINIA)

COUNTY OF FAIRFAX)

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

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

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

2. Guidehouse was retained by DTE Electric in April 2025 as the independent monitor and evaluator to help assist, provide guidance and oversee DTE Electric in its 2025 Renewable Energy Request for Proposals ("RFP") process, leveraging prior experience with utilities across the United States with similar procurements for renewables and energy storage.

3. Attached to this Affidavit as Attachment A is Guidehouse's Report, which sets out in detail my and my team's involvement, methods employed, observations and conclusions regarding the 2025 DTE Electric Renewable Energy RFP.

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

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

Further, Affiant sayeth not.

Ralph L. Luciani

Ralph L. Luciani

Subscribed and sworn to before me this 27 day of July 2026.

EXP: 12/31/29

SERGIO ALEXANDER PINEDA
NOTARY PUBLIC
MY COMMISSION NUMBER 7934095
COMMONWEALTH OF VIRGINIA

Attachment A

Guidehouse
Outwit Complexity

DTE 2025 Renewable Energy Request for Proposals

Report from Guidehouse, Inc.

Prepared for:

DTE

DTE Electric Company

Submitted by:

Guidehouse Inc.
Ralph Luciani, Principal

Reference No.: 228576

July 27, 2026

guidehouse.com

This deliverable was prepared by Guidehouse Inc. for the sole use and benefit of, and pursuant to a client relationship exclusively with DTE Electric Company ("Client"). The work presented in this deliverable represents Guidehouse's professional judgement based on the information available at the time this report was prepared. Guidehouse is not responsible for a third party's use of, or reliance upon, the deliverable, nor any decisions based on the report. Readers of the report are advised that they assume all liabilities incurred by them, or third parties, as a result of their reliance on the report, or the data, information, findings and opinions contained in the report.

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Executive Summary

Background

This report summarizes Guidehouse Inc. (Guidehouse) findings as the Independent Monitor (IM) for the 2025 DTE Electric Renewable Energy All-Source RFP issued on July 25, 2025 (RFP). The purpose of the RFP was to solicit proposals for DTE Electric Company (DTE) to help acquire resources identified in the DTE Integrated Resource Plan (IRP), fulfill customer demand for DTE's Voluntary Green Pricing (VGP) programs, fulfill customer demand for Customer Requested Special Contracts as part of the MIGreenPower program, acquire resources to meet renewable energy standards, and to meet DTE's carbon reduction goals.[1] DTE retained Guidehouse to assist, guide, and oversee DTE in its RFP process, using prior experience with utilities across the U.S. with similar procurements for wind, solar, and storage resources.[2]

The RFP was open to solar, wind, and other qualifying renewable energy projects electrically connected to the DTE Electric distribution or sub-transmission system or to a transmission system owner/operator serviced by the Midcontinent Independent System Operator (MISO) and located in MISO Zone 2 or Zone 7 in the state of Michigan.[3] DTE sought to procure at least 1,400 MW of renewable energy resources with a Commercial Operation Date (COD) no later than December 31, 2028 to support the Renewable Energy Plan, the IRP, and the MIGP program.

An overview of the RFP requirements is shown in Table 1. Respondents were requested to bid projects using a Purchase Power Agreement (PPA) or a build transfer agreement (BTA). DTE self-build proposals also were permitted. As shown, of the 1,400 MW sought in the RFP, there were separate approximate MW procurement targets for DTE's MIGP and IRP needs, and within those targets there were separate approximate targets for PPA projects, BTA projects, and Company Owned (BTA and self-build) projects. In addition, there was a separate approximate target for BTA projects to serve a Customer Requested Special Contract.

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

[2] Guidehouse has led or assisted utilities with the procurement of more than 15 gigawatt of renewable resources in the U.S. and has served as the IM or equivalent for utility procurement of renewable energy and energy storage in many states, including Connecticut, Massachusetts, Michigan, Minnesota, New Mexico, Ohio, Texas, and Wisconsin.

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

Table 1: RFP Requirements

Parameter	Requirement
Resource Technology	Renewable Energy Technology Neutral
Size	Solar: Above 550 kW; Wind: No threshold
Capacity Need	At least 1,400 MW, of which approximately: • For MIGP: 350 MW Company Owned, 200 MW PPA • For IRP: 550 MW Company Owned (including 100 MW of BTA), 250 MW PPA, • For Customer Requested Special Contract: 50-100 MW BTA
COD	By Q4 2028
Location	Physically located in Michigan in MISO Zone 2 or Zone 7 and electrically connected to the DTE distribution system or MISO transmission system
Contract Structure	BTA, PPA, and self-build
PPA Term Lengths	20 to 35 years
PPA Price Structure	Fixed $/MWh price, can include annual escalation

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

On May 8, 2025, DTE and the IM held a stakeholder input session to discuss the RFP, provide a general overview of the solicitation process, and solicit feedback. A pre-RFP conference was held on June 10, 2025, in which the draft RFP documents were presented to potential respondents by DTE and the IM, including the Scorecards used by the IM and DTE to evaluate proposals. The RFP was issued on July 25, 2025, with a proposal due date of September 12, 2025.[4] Shortlist projects were selected in November 2025.

Conformance with Settlement Agreement and Competitive Procurement Guidelines

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

[4] Self-build bids were due one day earlier, on September 11, 2025.

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

on all scoring during this evaluation process. The IM and DTE also hosted pre-RFP and post-RFP meetings with Staff, and the RFP proposals, scoring, and other related information were provided to Staff for a Staff audit.

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

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

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

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

RFP Responses

A total of 45 total bids were received by September 12, 2025 from eight bidders encompassing 28 unique solar projects comprising approximately 2,700 MW of unique renewable capacity. Of the 28 unique projects, 10 were located on the DTE distribution or sub-transmission system and 18 were located on the MISO transmission system in Zone 7. There were no wind resource bids submitted.

- For PPA Bids:
    - There were 20 unique PPA projects, encompassing 33 total bids from 7 bidders, comprising approximately 1,600 MW of distinct solar capacity.

- For Company Owned bids:
    - There were 4 unique BTA projects, encompassing 4 total bids from 3 bidders, comprising approximately 600 MW of distinct solar capacity.[6]
    - There were 8 unique self-build projects, encompassing 8 total bids, comprising approximately 1,100 MW of distinct solar capacity.

All bids were evaluated using the criteria outlined in the RFP and the Scorecards issued with the RFP documentation. The proposals for 11 of the 45 total bids could not meet the RFP qualification criteria.[7] The remaining proposals were scored and separately ranked within the PPA and Company-owned categories to determine those bids under further shortlist consideration. The third-party bids remaining under shortlist consideration were then given an opportunity to submit an optional best and final pricing offer.[8]

Using the scoring metrics and final pricing, shortlist projects were selected as follows:

- PPAs: One solar project with 125 MW of capacity was named as a shortlist finalist, and an additional six solar projects with a total capacity of approximately 1,000 MW were selected for the contingent shortlist.[9]
- Company Owned: Five self-build solar projects collectively comprising a total of 750 MW of capacity were selected as shortlist finalists, and an additional six projects (three self-build and three BTAs) with a total capacity of approximately 850 MW were selected for the contingent shortlist.[10]

Summary and Conclusions

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

- The RFP minimum qualification evaluations were performed on a fair and consistent basis using the process outlined in the RFP and the Scorecards provided to bidders in advance. Respondents were given an opportunity to cure deficiencies within a reasonable period.
- The RFP evaluation stage, including the economic and noneconomic scoring, was performed on a fair and consistent basis using the process outlined in the RFP documents including the Scorecards provided to bidders in advance.

[6] All four unique BTA projects were also proposed as PPA projects, yielding 28 total unique projects.

[7] Reasons that project bids could not meet the RFP criteria included insufficient developer experience, failure to meet interconnection criteria, and insufficient land control. Bidders were provided an opportunity to cure any deficiencies during the evaluation process.

[8] Three additional joint pricing bid alternatives were submitted during the best and final pricing offer period. During this period, two unique projects representing four total bids were withdrawn by the developer.

[9] Contingent shortlist projects are used to supplement the capacity from the shortlist finalist projects to meet RFP capacity requirements as needed.

[10] Two of these BTA projects, comprising a total of 375 MW, also were selected for the PPA contingent shortlist. No BTA projects were able to meet the pricing requirements for the Customer Requested Special Contract.

- Use of levelized cost of energy (LCOE) as the underlying basis for scoring on economic grounds was reasonable and typical, as were the adjustments applied to compare the proposals on an equivalent ratepayer impact basis across a 35-year time horizon.

- Use of a scoring sheet/matrix was also reasonable and typical. The range of scoring guidelines applied was reasonable and consistent with similar criteria we have developed or observed.

- The IM and DTE evaluation team performing the RFP review and scoring were consistent in their approach. The combined scoring and ranking using a weighting between pricing and noneconomic criteria was reasonable.

- The selection of shortlist projects was performed on a fair and consistent basis using the process published in the RFP and fully agreed upon by Guidehouse and DTE. Based upon the results of the competitive procurement process, the associated bid prices are reasonable and reflect real market conditions.

- The RFP was developed and performed in accordance with the IRP Settlement Agreement and the Competitive Procurement Guidelines.

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

1. General RFP Background

The 2025 DTE Electric All-Source Renewable Energy RFP was issued on July 25, 2025 (RFP). The purpose of the RFP was to solicit proposals for DTE Electric Company (DTE) to help acquire resources identified in the DTE Integrated Resource Plan (IRP), fulfill customer demand for DTE's Voluntary Green Pricing (VGP) programs, fulfill customer demand for Customer Requested Special Contracts as part of the MIGreenPower (MIGP) program, acquire resources to meet renewable energy standards, and to meet DTE's carbon reduction goals. DTE retained Guidehouse to assist, guide, and oversee DTE in its RFP process.

The RFP was open to solar, wind, and other qualifying renewable energy projects located in the state of Michigan and electrically connected to the DTE Electric distribution or sub-transmission system or to a transmission system owner/operator serviced by the Midcontinent Independent System Operator (MISO). DTE sought to procure at least 1,400 MW of renewable energy resources with a Commercial Operation Date (COD) no later than December 31, 2028.

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

2. Pre-RFP Issuance Stage

2.1 Establishment of Firewall and Communication Protocols

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

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

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

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

2.2 Pre-RFP Conference

The IM worked closely with the RFP evaluation team to develop a draft RFP and other draft RFP materials consistent with the IRP Settlement Agreement and Competitive Procurement Guidelines. The IM and DTE hosted pre-RFP meetings with Commission Staff on May 1, 2025, and again on May 22, 2025, to discuss the draft RFP terms, conditions, and schedule. The IM and DTE hosted an RFP stakeholder presentation with interested parties on May 8, 2025, including developers, intervenors to the IRP, and MPSC Staff, to discuss the RFP at a high level with feedback from stakeholders requested. A DTE press release was issued on May 30, 2025, to notify bidders and other interested parties that the Company was opening a new competitive bidding process for renewable energy.

Subsequently, a pre-RFP conference was held on June 10, 2025, in which draft RFP and related documents were presented by DTE and the IM to potential bidders. Prior to the pre-RFP conference, draft RFP documents were posted on PowerAdvocate for stakeholder review. The

draft RFP Scorecards containing the RFP minimum requirements and bid scoring methodology were presented by the IM at the conference.

Feedback from stakeholders attending the pre-RFP conferences was solicited, and refinements were made to the draft RFP materials in response to the stakeholder feedback received.

The IM and DTE met with Commission Staff on July 17, 2025, to discuss the inclusion of customer requested special contract capacity in the RFP. The RFP was released in final form to PowerAdvocate on July 25, 2025. A post-RFP publication stakeholder session was held by the IM and DTE on August 7, 2025, to provide an opportunity for potential bidders to ask questions regarding the addition of the customer requested special contract capacity to the RFP.

2.3 RFP Design

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

For submittal and tracking purposes, there were four separate RFP numbers in PowerAdvocate comprising separate numbers for solar and wind proposals and by contract method (solar BTA, solar PPA, wind BTA, wind PPA).[11] As these four RFPs were similar in structure, terms, and schedule, the RFPs are described collectively below.

2.3.1 Qualifying Renewable Bids

The RFP was open to solar, wind, and other qualifying renewable energy projects located in the state of Michigan and electrically connected to the DTE distribution or sub-transmission system, or to a transmission system owner/operator serviced by the Midcontinent Independent System Operator (MISO) grid in Zone 2 or Zone 7.[12] DTE sought to procure at least 1,400 MW of renewable energy resources with a Commercial Operation Date (COD) no later than December 31, 2028. There was no minimum MW size for wind facilities, and solar facilities were required to be a minimum of 550kW.

2.3.2 Bid Contract Type

Respondents were requested to bid projects using a PPA or a BTA. DTE self-build proposals also were permitted. Of the 1,400 MW sought in the RFP, there were separate approximate MW procurement targets for DTE's MIGP and IRP needs, and within those targets there were

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

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

separate approximate targets for PPA projects, BTA projects, and Company Owned (BTA and self-build) projects, as follows.

- For MIGP: Approximately 350 MW Company Owned, 200 MW PPA
- For IRP: Approximately 550 MW Company Owned (including 100 MW BTA), 250 MW PPA
- For Customer Requested Special Contract: Approximately 50-100 MW BTA

As part of the pre-RFP conference, draft BTA and PPA pro forma agreements were posted on PowerAdvocate for respondent review and feedback, and the final versions were posted in PowerAdvocate with all other final RFP documents on July 25, 2025. As part of their bid proposal, bidders were permitted to submit redlines with alternative language to the BTA and PPA pro forma agreements. Portions of the BTA and PPA pro forma agreements were marked as "Non-Negotiable" by DTE and were not eligible for modifications.

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

2.3.3 Bid Fees

No bid submission fees were assessed by DTE under this RFP. Bidders were notified that if selected for the final shortlist, bidders would be required to execute an exclusivity agreement and post proposal security.

2.3.4 Communications with Bidders

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

2.3.5 RFP Schedule

The final RFP was issued July 25, 2025. Respondent questions could be submitted through September 2, 2025, a Notice of Intent to Bid was due by September 5, 2025, and proposals were due on September 12, 2025. Self-build bids, if any, were due on September 11, 2025, one day earlier than all other bids to provide additional assurance that these bids could not incorporate information contained in the proposals submitted by other bidders.

2.3.6 Project Qualification and Scoring

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

2.3.6.1 Scorecard Qualification Criteria

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

- Threshold Criteria. Relevant experience with renewable projects; acceptable project location, COD and developer safety ratings; and whether the proposed project could meet key project feasibility requirements related to land, environmental concerns, and interconnection.
- Safety. Project safety and developer safety history.
- Project Feasibility. The feasibility of the project and whether there may be obstacles to the installation of the resource, including those related to permitting and interconnection.
- Proposed Technology. Whether the proposal meets the basic technological requirements.
- Contract Terms and Conditions. Whether the proposal follows requirements regarding exceptions to the pro forma contracts.
- Project Management. Whether there is a project schedule in place that will allow the project to be placed in service by the projected COD, and, for BTAs, whether quality management, quality assurance, risk management, and procurement plans were submitted that meet the minimum requirements.
- Financial Strength and Creditworthiness. Whether the bidder has the financial wherewithal to meet the bid's performance requirements.
- Pricing. Whether the RFP pricing sheet is fully filled out for each submitted bid permutation, and whether information is provided with respect to eligible tax credits.

2.3.6.2 Scorecard Scoring Criteria

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

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

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

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

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

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

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

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

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

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

- Pricing. Pricing was scored based on the calculation of the Economic Evaluation Rate (EER). This factor has a 50% weighting.

    - The EER is calculated as the Levelized Cost of Energy (LCOE) of the proposal over a 35-year period, net of the proposal's levelized capacity and energy value, plus a contract risk adjustment based on the level of exceptions to the applicable pro forma agreement and a tariff risk adjustment to account for any cost risk to DTE associated with existing or anticipated tariffs or duties.

        - The calculation of the LCOE for PPAs incorporated a Financial Compensation Mechanism (FCM) in accordance with the 2023 PA 235 Michigan Clean Energy and Jobs Act. In addition, the calculation of the LCOE for PPAs with a term less than 35 years includes a terminal value adjustment or purchase option as identified in the Competitive Procurement Guidelines.

    - The resulting EER in $/MWh terms of each proposal was sorted from low to high across all proposals within each contract category (PPAs or Company-owned) and scored between 5 (high, lowest EERs) and 1 (low, highest EERs) within each contract category.

- Bonus Points. A bonus of 0.1 points was provided to those facilities that proposed establishing a pollinator habitat (solar only). A bonus of 0.2 points was available for wind facilities.[13] A bonus of 0.1 points was available for a safe harbor tax strategy.

[13] Consistent with Amended REP Settlement U-21662

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

2.4 Settlement Agreement and Competitive Procurement Guidelines

2.4.1 Independent Monitor Role

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

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

- [IRP SA 9d./CPG 2d.] Pre-RFP Meeting. DTE and the IM initially met with Commission Staff on May 1, 2025, and a stakeholder input presentation was held on May 8, 2025. A pre-RFP meeting with DTE, the IM, and Commission Staff took place on May 22, 2025. A pre-RFP conference took place on June 10, 2025, and written comments were solicited. Feedback from the stakeholder presentation and pre-RFP conference were incorporated in the final RFP documents.

- [CPG 2d.] Staff Audit. The RFP proposals, scoring and other related information were provided to Staff for a Commission Staff Audit on December 4, 2025.

- [IRP SA 9 a-i., k./CPG 2c.-2d.] Use of an IM. Guidehouse, acting as the IM, oversaw this solicitation.[14]

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

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

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

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

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

the DTE evaluation team reached full alignment on all scoring during this evaluation process.

- [CPG 2d.] Post-RFP Meeting. A post-RFP meeting with Commission Staff and the IM was conducted on December 4, 2025.

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

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

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

2.4.2 IRP Settlement Agreement and Competitive Procurement Guidelines Pre-specifications

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

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

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

3. Scoring sheets showing the weighting for price and non-price factors, as well as bonus factors, were supplied in advance to bidders, and explained to potential bidders by the IM at a pre-RFP conference on June 10, 2025.

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

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

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

Based on our review, we conclude that all RFP requirements and pre-specifications in the IRP Settlement Agreement and Competitive Procurement Guidelines were met.

3. RFP Process

This section describes the procedural steps that took place during the RFP process. Key procedural steps included:

- The RFP was issued on July 25, 2025.
- Subsequently, 21 entities ("potential bidders") entered into confidentiality agreements with DTE as part of this RFP and gained access to the complete set of RFP documentation posted on PowerAdvocate.
- Questions on the RFP could be submitted by potential bidders through the RFP question deadline date of September 2, 2025. Responses to the questions submitted were posted on PowerAdvocate periodically by DTE as questions were received, with the final full set of responses posted on September 4, 2025. Responses to bidder questions were available for all potential bidders to see. Responses to bidder questions were initially drafted by the IM with subsequent DTE review before posting to PowerAdvocate.
- A total of 45 total bids from eight different bidders were submitted by September 12, 2025, in accordance with the RFP schedule.
- These 45 bids encompassed 28 unique solar projects comprising approximately 2,700 MW of unique renewable capacity. Of the 28 unique projects, 10 were located on the DTE distribution or sub-transmission system and 18 were located on the MISO transmission system in Zone 7. There were no wind resource bids submitted.
    - For PPA Bids:
        - There were 20 unique PPA projects, encompassing 33 total bids from 7 bidders, comprising approximately 1,600 MW of distinct solar capacity.
    - For Company Owned bids:
        - There were 4 unique BTA projects, encompassing 4 total bids from 3 bidders, comprising approximately 600 MW of distinct solar capacity.[15]
        - There were 8 unique self-build projects, encompassing 8 total bids, comprising approximately 1,100 MW of distinct solar capacity.

3.1 Qualification and Scoring

Eligible submitted proposals were advanced to the qualification criteria evaluation stage. Under the oversight of the IM, subject matter experts from DTE performed a detailed examination of each of the qualification criteria contained in the Scorecards previously released to potential bidders. An evaluation session was conducted at a central location under the oversight of the

[15] All four unique BTA projects were also proposed as PPA projects, yielding 28 total unique projects.

IM. During the evaluation session the IM, the RFP Evaluation Team, and RFP subject matter experts completed an initial Scorecard for each proposal.

Where needed, a series of follow-up questions were developed. In general, these questions focused on any criteria where qualifications were not met, or further clarification was required. This provided an opportunity for bidders to cure any deficiencies. The bidder responses to the follow-up questions were examined by the IM, RFP Evaluation Team, and RFP subject matter experts and the Scorecard for each proposal was updated.

Based on the updated set of Scorecards, 11 of the total 45 bids submitted in the RFP did not meet the prespecified minimum requirements and the identified deficiencies were not curable. Reasons that project bids did not meet the RFP criteria included insufficient developer experience, failure to meet interconnection criteria, and insufficient land control.

3.2 Shortlist Selection Process

The process above yielded a total of 20 unique shortlist eligible projects, with an aggregate total of 34 bid variations (e.g., different PPA terms). The total scores for these remaining bids were ranked from high to low within the Company-owned and PPA categories to determine those under further shortlist consideration. On November 13, 2025, those bids that were no longer under shortlist consideration were notified and the third-party bids remaining under shortlist consideration were given an opportunity to submit an optional best and final pricing offer by November 20, 2025.[16]

After receipt of best and final pricing offers, the total scores for the remaining bids were ranked from high to low within the Company-owned and PPA categories to determine the shortlist projects.

In sum, with the oversight and approval of the IM, shortlist projects were selected as follows:

- PPAs: One solar project with 125 MW of capacity was named as a shortlist finalist, and an additional six solar projects with a total capacity of approximately 1,000 MW were selected for the contingent shortlist.[17]

- Company Owned: Five self-build solar projects collectively comprising a total of 750 MW of capacity were selected as shortlist finalists, and an additional six projects (three self-build and three BTAs) with a total capacity of approximately 850 MW were selected for the contingent shortlist.[18]

The IM oversaw the project scoring process and the selection of the shortlist projects and approved the selection.

[16] Three additional joint pricing bid alternatives were submitted during the best and final pricing offer process. During this period, two unique projects representing four total bids were withdrawn by the developer.

[17] Contingent shortlist projects are used to supplement the shortlist finalist projects to meet RFP capacity requirements as needed.

[18] Two of these BTA projects, comprising a total of 375 MW, also were selected for the PPA contingent shortlist. No BTA projects were able to meet the pricing requirements for the Customer Requested Special Contract.

4. Fair Market Value

Guidehouse calculated the fair market value, in terms of LCOE, of the bids received in this RFP as a point of reference. For this calculation:

- Bids that had deficiencies that could not be cured were excluded to reflect only those bids that could meet the RFP's qualification criteria.
- For PPA bids, the as-bid $/MWh price included FCM but without any terminal value adjustment.[19] For Company-owned bids, the LCOE was calculated in the bid scoring process using the levelized revenue requirement over a 35-year life.
- The lowest priced bid variation (e.g., PPA fixed price vs. annual escalation) for each unique project was used to reflect the bid price that a buyer would most likely select and avoid weighing more heavily projects with multiple bid variations.[20]
- The contract risk adjustment assigned to each bid was included in the fair market value to normalize those bids to those without contract exceptions. Similarly, the tariff risk adjustment assigned to each bid was included in the market value to normalize bids for the cost risk to DTE associated with existing or anticipated tariffs and duties.
- Bids containing joint pricing of projects that also were bid individually were excluded from the average to avoid counting individual projects more than once.
- Each remaining bid was weighted equally in the market price average so that each bid, regardless of size, had the same importance.

Based on this calculation, the fair market value of the bids received in this RFP was $98.4 per MWh.

4.1 Summary of Bids

Included in Appendix A is a Summary of Bids received in this RFP in a format similar to DTE Electric's Exhibit A-9.3 filed in the Integrated Resource Plan (IRP) proceeding, Case No. U-21193. This addendum is being provided in compliance with Paragraph 14b. of the IRP Settlement Agreement.[21]

[19] If there was a PPA annual price escalator, the as-bid price would be levelized over the PPA term.

[20] Bids of differing sizes or differing technology at the same site also would be included; but did not occur in this RFP. Bid prices were averaged across PPA bids that differed only by term variation and counted as one single bid given the exclusion of terminal value adjustment in this market value determination.

[21] Note that the "Comment" column in the Summary of Bids reflects comments made at the time shortlisting of projects occurred, and prior to the commencement of subsequent contract negotiations.

5. Recommendations

Guidehouse worked closely with DTE throughout the development of the solicitation, the administration of the bidding, and the evaluation of the bids. DTE adopted Guidehouse recommendations throughout this process and Guidehouse has no specific additional recommendations at this time. We expect that additional refinements to the RFP documents and process will be made in future DTE renewable energy RFPs to reflect: 1) the questions from the bidders during the RFP, 2) the responses of bidders in their submitted proposals to the various forms and other RFP requests for information, 3) suggested improvements from the DTE evaluation team members and Commission Staff, and 4) any additional best practices developed through other renewable energy RFPs in the U.S. and shared with DTE by Guidehouse.

6. Findings

The following is our independent assessment of whether the goals of the RFP were achieved and whether the overall RFP process was fair and consistent.

- Our overall assessment is that the goals of the RFP were achieved as approximately 2,400 MW of renewable energy projects were selected as shortlist or contingent shortlist projects through this RFP.

- The RFP minimum qualification evaluations were performed on a fair and consistent basis using the process outlined in the RFP and the Scorecard provided to bidders in advance. Respondents were given an opportunity to cure deficiencies within a reasonable period.

- The RFP evaluation stage, including the economic and noneconomic scoring, was performed on a fair and consistent basis using the process outlined in the RFP documents including the Scorecard provided to bidders in advance of their bids.

- Use of levelized cost of energy (LCOE) as the underlying basis for scoring on economic grounds was reasonable and typical, as were the adjustments applied to compare the proposals on an equivalent ratepayer impact basis across a 35-year time horizon.

- Use of a scoring sheet/matrix was also reasonable and typical. The range of scoring guidelines applied was reasonable and consistent with similar criteria we have developed or observed.

- The IM and DTE evaluation team performing the RFP review and scoring were consistent in their approach. The combined scoring and ranking using a weighting between pricing and noneconomic criteria was reasonable.

- The selection of shortlist projects was performed on a fair and consistent basis using the process published in the RFP and fully agreed upon by Guidehouse and DTE. Based upon the results of the competitive procurement process, the associated bid prices are reasonable and reflect real market conditions.

- The RFP was developed and performed in accordance with the IRP Settlement Agreement in Case Nos. U-21193 and the Competitive Procurement Staff Guidance Document in Case No. U-20852.

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

Appendix A. Summary of Bids

Project #	Tech-nology	Rounded MW (AC)	Structure	COD	Total Bid Score	LCOE (As Bid)	LCOE (with risk adjustments)	Comment
COMPANY OWNED								
1	Solar	175	Self	2028	4	$79	$81	Currently in Consideration
2	Solar	225	Self	2028	3.9	$76	$78	Currently in Consideration
3	Solar	150	Self	2028	3.8	$75	$78	Currently in Consideration
4	Solar	175	BTA	2028	3.8	$81	$84	Duplicate, Contingent Shortlist
5	Solar	50	Self	2028	3.7	$83	$86	Currently in Consideration
6	Solar	150	Self	2028	3.7	$77	$81	Currently in Consideration
7	Solar	175	Self	2028	3.5	$83	$86	Contingent Shortlist
8	Solar	375	BTA	2028	3.2	$85	$89	Currently in Consideration
9	Solar	100	Self	2028	3	$87	$89	Contingent Shortlist
10	Solar	200	BTA	2028	3	$91	$94	Duplicate, Contingent Shortlist
11	Solar	200	BTA	2028	2.9	$92	$95	Duplicate, Contingent Shortlist
12	Solar	150	BTA	2028	2.8	$90	$94	Contingent Shortlist
13	Solar	50	Self	2028	2.6	$95	$98	Contingent Shortlist
14	Solar	100	BTA	2028	2.3	$96	$100	Not in Consideration

Project #	Tech-nology	Rounded MW (AC)	Structure	COD	Total Bid Score	LCOE (As Bid)	LCOE (with risk and FCM adjustments)	LCOE (with risk, FCM and terminal value adjustments)	Comment
POWER PURCHASE AGREEMENTS									
1	Solar	125	PPA	2028	4	$86	$95	$92	Currently in Consideration
2	Solar	125	PPA	2028	3.9	$86	$95	$93	Duplicate, Currently in Consideration
3	Solar	175	PPA	2028	3.7	$93	$102	$98	Duplicate, Contingent Shortlist
4	Solar	150	PPA	2028	3.7	$83	$94	$93	Contingent Shortlist
5	Solar	150	PPA	2028	3.7	$84	$95	$93	Duplicate, Contingent Shortlist
6	Solar	175	PPA	2028	3.6	$95	$104	$100	Contingent Shortlist
7	Solar	225	PPA	2028	3.4	$85	$96	$94	Duplicate, Contingent Shortlist
8	Solar	225	PPA	2028	3.4	$84	$95	$94	Contingent Shortlist
9	Solar	150	PPA	2028	3.3	$87	$98	$97	Duplicate, Contingent Shortlist
10	Solar	150	PPA	2028	3.2	$86	$98	$97	Contingent Shortlist
11	Solar	375	PPA	2028	3.2	$97	$108	$103	Duplicate, Contingent Shortlist
12	Solar	200	PPA	2028	3	$105	$116	$110	Contingent Shortlist
13	Solar	100	PPA	2028	3	$100	$111	$108	Duplicate, Contingent Shortlist
14	Solar	100	PPA	2028	2.9	$100	$110	$109	Contingent Shortlist
15	Solar	100	PPA	2028	2.8	$104	$115	$112	Duplicate, Contingent Shortlist
16	Solar	100	PPA	2028	2.6	$105	$116	$114	Duplicate, Contingent Shortlist
17	Solar	150	PPA	2028	2.5	$108	$121	$115	Not in Consideration
18	Solar	150	PPA	2028	2.5	$104	$117	$116	Not in Consideration
19	Solar	5	PPA	2027	2	$128	$139	$139	Not in Consideration
20	Solar	10	PPA	2027	2	$136	$148	$148	Not in Consideration
21	Solar	75	PPA	2028	0	$87	$98	$96	Duplicate, the developer withdrew the project
22	Solar	100	PPA	2028	0	$84	$95	$93	Duplicate, the developer withdrew the project
23	Solar	75	PPA	2028	0	$86	$97	$96	The developer withdrew the project
24	Solar	100	PPA	2028	0	$83	$93	$93	The developer withdrew the project
25	Solar	125	PPA	2028	0	$84	$95	$94	Non-conforming
26	Solar	125	PPA	2029	0	$85	$95	$95	Non-conforming
27	Solar	125	PPA	2028	0	$85	$96	$95	Non-conforming
28	Solar	125	PPA	2029	0	$86	$97	$95	Non-conforming
29	Solar	5	PPA	2028	0	$169	$185	$178	Non-conforming
30	Solar	5	PPA	2028	0	$185	$202	$194	Non-conforming
31	Solar	5	PPA	2028	0	$186	$204	$195	Non-conforming
32	Solar	5	PPA	2028	0	$189	$208	$200	Non-conforming
33	Solar	5	PPA	2028	0	$195	$214	$205	Non-conforming
34	Solar	5	PPA	2028	0	$197	$216	$207	Non-conforming
35	Solar	5	PPA	2028	0	$215	$235	$225	Non-conforming

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STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the Application of DTE ELECTRIC COMPANY for approval of its Integrated Resource Plan pursuant to MCL 460.6t, and for other relief	))))	Case No. U-21193

PROOF OF SERVICE

ESTELLA R. BRANSON states that on July 31, 2026, she served a copy of the DTE Electric Company's *ex parte* Application and supporting documents (public version) in the above-captioned matter, via electronic mail upon the persons listed on the attached service list. Confidential Exhibit 1 - Affidavit of Luisa M. Dunlap and confidential Attachment C filed under seal with the Commission.

Estella R. Branson Digitally signed by Estella R. Branson
Date: 2026.07.31 19:12:11 -04'00'

ESTELLA R. BRANSON

SERVICE LIST
MPSC Case No. U-21193

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