DTE Energy Company
One Energy Plaza, 1635 WCB
Detroit, MI 48226-1279

John A. Janiszewski
(313) 235-7309
john.janiszewski@dteenergy.com

January 16, 2026

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 Special Contacts
MPSC Case No. U-21990

Dear Ms. Felice:

Attached for electronic filing in the above referenced matter is DTE Electric's Application for *ex parte* Approval of special contracts for electric service with supporting Affidavit of Luisa M. Dunlap. Also attached is the Proof of Service.

Very truly yours,

John A. Janiszewski

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Date: 2026.01.16 16:31:03 -05'00'

John A. Janiszewski

JAJ/erb
Attachments

cc: Service List

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the Application of	)	
DTE ELECTRIC COMPANY	)	
for approval of Special Contracts	)	Case No. U-21990
	)	

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 of the Company's Cold Creek Energy Center, Fish Creek Energy Center and Pine River Energy Center (collectively, the "Projects") and related equipment supply agreements for battery modules and master service agreements for the engineering, procurement, and construction (collectively, the "Contracts") necessary to develop the Projects, and find the Projects consistent with the Commission's Order in Case No. U-21990 dated December 18, 2025. In support of this request, DTE Electric 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 rated.

3. On December 18, 2025, the Commission issued an order in Case No. U-21990 ("December 18 Order") granting conditional approval of the Primary Supply Agreement ("Special Contract PSA") and Energy Storage Agreement ("Special Contract ESA") (collectively, the "Special Contracts") between DTE Electric and the Customer. On January 15, 2026, the Company filed a letter in Case No. U-21990 accepting the conditions set forth in the December 18 Order.

4. DTE Electric is seeking the Commission's *ex parte* approval of the equipment supply agreements for battery modules ("Battery ESAs") and master service agreements for engineering, procurement, and construction contracts ("EPC MSAs"), necessary to develop the Projects.

5. As detailed in the Affidavit of Luisa M. Dunlap filed in support of this Application, attached hereto as Exhibit 1, DTE Electric has entered into three Battery ESAs with LG Energy Solution Vertech ("LG") and EPC MSAs with Roncelli, Inc. ("Roncelli"), J. Ranck Electric, Inc. ("J. Ranck"), and Burns & McDonnell for engineering, procurement, and construction of three battery storage projects for the first 332 MW of battery storage projects needed to satisfy the Special Contract ESA.

6. The Projects were bid into the Company's 2025 Energy Storage Request for Proposal ("RFP"). The Company issued the 2025 Energy Storage RFP on May 9, 2025, with proposal responses due on June 25, 2025. Although the 2025 Energy Storage RFP was intended for storage needs arising from the Integrated Resource Plan ("IRP") Settlement Agreement approved by the Commission on July 26, 2023, in Case No. U-21193 ("IRP Settlement Agreement"), additional viable projects were identified in the RFP responses that could support the Special Contract ESA. The RFP was conducted under a competitive procurement process that

followed the MPSC's Competitive Procurement Guidelines for Rate-Regulated Electric Utilities and the terms of the IRP Settlement Agreement. The Company first selected the highest scoring projects from the RFP to meet its IRP Settlement Agreement needs. The Company has selected the Projects to be deployed under the Special Contract ESA from the remaining projects bid into the RFP.

7. While the Projects supporting the Special Contract ESA are incremental to the targeted storage build contemplated in the IRP Settlement Agreement, the IRP Settlement Agreement stipulated that additional energy storage projects should be allocated consistent with the allocation for the PCA build between Company owned (approximately 65%) and third party owned projects (approximately 35%). The Projects in this filing represent the first tranche of energy storage projects intended to fulfill the Special Contract ESA.

8. The blended LCOS of the Projects is $14.4/kW-mo, with installed costs and expected LCOSs detailed in the supporting Affidavit of Luisa M. Dunlap. See Exhibit 1, pp. 6-7. The costs of the Projects will be paid for by the Customer under the Special Contract ESA. However, the costs of the Projects will be added to the Company's rate base as they will be owned by the Company, and the amounts collected from the Customer will be incorporated to offset the additional rate base costs.

9. DTE Electric respectfully requests expedited review and approval of this Application and Contracts, with issuance of a Commission order by March 12, 2026, to satisfy commercial operation dates and maintain contracted pricing. Approval beyond this date may compromise the Company's ability to maintain contracted pricing for the Contracts. Pursuant to the terms of the Battery ESAs, if the MPSC fails to grant approval (conditional or unconditional) of DTE Electric's Application and the relief requested therein, on or before March 22, 2026, then the Battery ESA shall terminate and cease to be of any force or effect.

10. Consistent with the December 18 Order, Commission approval of the Contracts and DTE Electric's related requests will not cause alteration or amendment in DTE Electric rates or rate schedules, nor will Commission approval of the Project and DTE Electric's related requests increase the cost of service to DTE Electric customers. Therefore, the relief requested in this Application may be authorized and approved without notice or hearing under MCL 460.6a(3).

REQUEST FOR RELIEF

WHEREFORE, for the reasons stated above, DTE Electric respectfully requests that the Michigan Public Service Commission expeditiously issue an *ex parte* order in this case granting the following relief:

A. Determine that the Projects are reasonable and prudent and consistent with the Special Contract ESA and the Commission's December 18, 2025 Order in this docket approving the Special Contract ESA;

B. Approve DTE Electric's Battery ESAs and EPC MSAs in support of the Cold Creek Energy Center, Fish Creek Energy Center, and Pine River Energy Center;

C. Determine that the relief requested herein should be granted *ex parte* without the time and expense of a public hearing; and

D. Grant DTE Electric such other and further relief as is just and reasonable.

Respectfully submitted,

DTE ELECTRIC COMPANY

By: John A. Janiszewski

Digitally signed by John A. Janiszewski
Date: 2026.01.16 16:31:58 -05'00'

Dated: January 16, 2026

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

Exhibit 1

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of **DTE ELECTRIC COMPANY** for approval of Special Contracts	)))	Case No. U-21990

AFFIDAVIT OF LUISA M. DUNLAP IN SUPPORT OF DTE ELECTRIC COMPANY'S APPLICATION FOR APPROVAL OF COLD CREEK ENERGY CENTER, FISH CREEK ENERGY CENTER, AND PINE RIVER ENERGY CENTER

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 Power Purchase Agreement, White Pine Grove Solar Power Purchase Agreement, and Cedar Fields Solar Park in Case No. U-21193,
- Eagle Creek Power Purchase Agreement, Freshwater Solar II Power Purchase Agreement, Au Gres Solar Park, Elmwood Solar Park, Poseyville Solar Park and Strasburg Solar Park in Case No. U-21193.
- White Pine Grove Solar Park in Case No. U-21193

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. On December 18, 2025, the Commission issued an order in Case No. U-21990 ("December 18 Order") granting conditional approval of the Primary Supply Agreement ("Special Contract PSA") and Energy Storage Agreement ("Special Contract ESA") (collectively, the "Special Contracts") between DTE Electric and the Customer. On January 15, 2026, the Company filed a letter in Case No. U-21990 accepting the conditions set forth in the December 18 Order.

5. With this filing, DTE Electric is seeking the Commission's *ex parte* approval of the equipment supply agreements for battery modules ("Battery ESAs") and master service agreements for engineering, procurement, and construction contracts ("EPC MSAs"), necessary to develop the Cold Creek Energy Center Project ("Cold Creek"), Fish Creek Energy Center Project ("Fish Creek"), and Pine River Energy Center Project ("Pine River"), (collectively, the "Projects"), along with related relief.

6. DTE Electric is seeking a Commission determination that the Projects are reasonable and prudent and are consistent with the Special Contracts. The December 18 Order allows DTE Electric to deploy 1.4 GW of energy storage to be paid for by the Customer under the Special Contract ESA. The 1.4 GW of energy storage resources deployed to fulfill the Special Contract ESA will be split between Company owned and third-party owned consistent with the settlement agreement in the Company's last Integrated Resource Plan ("IRP") approved in Case No. U-21193 on July 26, 2023 ("IRP Settlement Agreement"). The Projects included for approval in this filing constitute the first 332 MW of Company owned projects under the Special Contract ESA. The Company will file for both additional Company owned as well as third-party owned projects to complete the Special Contract ESA portfolio.

OVERVIEW OF COMPANY-OWNED PROJECTS

7. The Company seeks to construct the Cold Creek Energy Center, Fish Creek Energy Center, and Pine River Energy Center. With respect to the Battery ESAs necessary to develop the Projects, DTE Electric has entered into three Battery ESAs with LG Energy Solution Vertech ("LG"), which were selected through competitive bidding processes. DTE Electric has entered into EPC MSAs with Roncelli, Inc. ("Roncelli"), J. Ranck Electric, Inc. ("J. Ranck"), and Burns & McDonnell for engineering, procurement, and construction. The Battery ESAs and EPC MSAs

are collectively referred to in this Affidavit as "the Contracts" and are attached to my Affidavit as Attachment A and incorporated herein by reference.

8. The Contracts require LG to provide battery energy storage modules and power conversion skids and Roncelli, J. Ranck, and Burns & McDonnell to design, engineer, construct, install, start-up, and test the Projects.

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

Table 1: Contracts Assigned to the Projects:

	Cold Creek	Fish Creek	Pine River
Battery ESA	LG	LG	LG
EPC MSA	Roncelli	J. Ranck	Burns & McDonnell

9. Cold Creek will be sited in Branch County. The project will connect to the Cold Creek Energy Center substation being constructed in Branch County and is anticipated to provide 100 MW_{AC} of dispatchable energy storage capacity for a duration of four hours. The Commercial Operation Date ("COD") of Cold Creek is expected to occur no later than Q2 2027.

10. Fish Creek will be sited in Montcalm County. The project will interconnect into the Fish Creek Energy Center substation being constructed in Montcalm County and is anticipated to provide 132 MW_{AC} of dispatchable energy storage capacity for a duration of four hours. The COD of Fish Creek is expected to occur no later than Q2 2027.

11. Pine River will be sited in Gratiot County. The project will interconnect into Pine River Energy Center substation being constructed in Gratiot County and is anticipated to provide 100 MW_{AC} of dispatchable energy storage capacity for a duration of four hours. The COD of Pine River is expected to occur no later than Q2 2027.

12. The Projects were bid into the Company's 2025 Energy Storage Request for Proposal ("RFP"). The Company issued the 2025 Energy Storage RFP on May 9, 2025, with proposal responses due on June 25, 2025. Although the 2025 Energy Storage RFP was intended for storage needs arising from the IRP Settlement Agreement, additional viable projects were identified in the RFP responses that could support the Special Contract ESA. The RFP was conducted under a competitive procurement process that followed the MPSC's Competitive Procurement Guidelines for Rate-Regulated Electric Utilities and the terms of the IRP Settlement Agreement. The Company first selected the highest scoring projects from the RFP to meet its IRP Settlement Agreement needs. The Company has selected the energy storage projects from the remaining projects to be deployed under the Special Contract ESA from the RFP[1].

13. While the energy storage projects supporting the Special Contracts are incremental to the targeted storage build contemplated in the IRP Settlement Agreement, the IRP Settlement Agreement stipulated that additional energy storage projects should be allocated consistent with the allocation for the PCA build between Company owned (approximately 65%) and third party owned projects (approximately 35%). The Projects in this filing represent the first tranche of fulfilling the Customer ESA. The Company is actively negotiating the respective third party owned projects, which the Company intends to submit for approval with the Commission in future filings. The Company also intends to file additional Company owned projects to fulfill the remaining capacity needed to support the Special Contracts. Collectively, the Company owned and third party owned projects supporting the Special Contracts are intended to be consistent with the ownership split identified in the IRP Settlement Agreement.

[1] This process prioritizes the Company's other customers and the build plan presented in the IRP Settlement Agreement

14. 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 Energy Storage Request for Proposals" has been included as Attachment B to my Affidavit. RFP pricing for projects was based on a twenty-year term, as requested in the RFP. The final project costs presented in this filing reflect updated pricing the Company requested to accommodate the provisions of the Special Contract ESA, namely a fifteen-year term length and accelerated CODs.

PRICING AND TARIFF PROVISIONS FOR COMPANY-OWNED PROJECTS

15. Based on my knowledge related to the development of the Special Contract ESA as well as the negotiations to establish the Contracts, I believe that the Projects as well as their accompanying Contracts are reasonable and prudent. The Special Contract ESA allows the Company to develop a portfolio of energy storage projects and recover from the Customer the full cost of these projects. The costs of the energy storage projects developed to fulfill the ESA with the Customer will be paid for by the Customer as outlined in the Special Contract ESA. The blended Levelized Cost of Storage ("LCOS") of the Projects is $14.4/kW-mo. Table 2 below reflects the estimated installed costs and expected LCOSs for each of the Projects.

Table 2: Estimated Installed Costs and Expected LCOSs for each of the Projects:

Projects	Cold Creek	Fish Creek	Pine River
Installed Cost ($/kw)	$1,652/kW	$1,518/kW	$1,688/kW
LCOS ($/kW-mo)[2]	$14.2	$14.5	$14.6
ITC Rate (%)[3]	50%	40%	50%

16. The Cold Creek, Fish Creek, and Pine River projects will be eligible for the 30% Investment Tax Credit ("ITC"). Additionally, these three projects are expected to meet the Domestic Content Bonus requirements necessary to qualify for the 10% ITC adder, and Cold Creek and Pine River also qualify for the 10% ITC adder related to the Energy Community. The nominal ITC value for the Cold Creek, Fish Creek, and Pine River projects is approximately $64 million, $62 million, and $65 million, respectively. The Company reasonably and prudently safe-harbored the Projects in 2025 to ensure the ITC is not impacted by any changes to the final FEOC guidance.

17. Attachment C to my Affidavit reflects current tariff impacts identified by suppliers, which are accounted for in the Projects' LCOSs. The costs of the Projects will be paid for by the Customer under the Special Contract ESA. However, the costs of the Projects will be added to the Company's rate base as they will be owned by the Company, and the amounts collected from the Customer will be incorporated to offset the additional rate base costs.

REQUEST FOR APPROVAL

18. To satisfy the commercial operation dates of the Projects, the Company respectfully requests an expedited review and approval of this Application and Contracts with the issuance of a Commission order by March 12, 2026. The battery market supply chain, including major

[2] The LCOS includes carrying costs as Allowance for Funds Used During Construction (AFUDC).
[3] 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.

equipment procurement and construction, is an extremely dynamic market where supply and demand are causing material shortages, delays in production, and tightening labor market resulting in pricing fluctuations. Additionally, risks associated with tariffs may also result in pricing fluctuations. Any later approval may compromise the Company's ability to maintain contracted pricing for the Contracts. Pursuant to the terms of the Battery ESA, if the MPSC fails to grant approval (conditional or unconditional) of DTE Electric's Application and the relief requested therein, on or before March 22, 2026, then the Battery ESA shall terminate and cease to be of any force or effect.

19. The Contracts which have been executed, are being submitted with the Company's Application as Exhibit 1, Attachment A. Based on my knowledge related to the development of the Special Contract ESA, as well as the negotiations to establish the Contracts, the Contracts are consistent with the Company's Special Contracts and the December 18 Order.

20. 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 Contracts will help the Company provide DTE Electric customers with lower cost renewable energy consistent with applicable law.

21. Public disclosure of the redacted details in the Contracts will hamper the Company's ability to provide the lowest reasonable renewable energy and advanced cleaner energy power supply cost to its retail electric customers. Therefore, it is in the best interests of

DTE Electric and its customers for such commercially sensitive information to remain confidential and undisclosed. DTE Electric consulted with MPSC Staff on December 18, 2025 and January 16, 2026 to provide an overview and review of the Projects and related Contracts. The original unredacted Contracts are available for inspection by the Commission and its Staff at the Company's premises or by other agreed upon means.

22. Based on my experience and the above determinations, it is in the best interests of DTE Electric and the Customer, as well as the Company's other customers, for the Commission to approve the Cold Creek Energy Center, Fish Creek Energy Center, and Pine River Energy Center and grant the Company's related requests for relief.

Further, Affiant sayeth not.

Luisa M. Dunlap

Digitally signed by Luisa M. Dunlap
Date: 2026.01.16 16:34:14 -05'00'

Luisa M. Dunlap

Subscribed and sworn to before
me this 16th day of January 2026.

Estella R. Branson

Digitally signed by Estella R. Branson
Date: 2026.01.16 16:35:06 -05'00'

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

Attachments A

Docusign Envelope ID: ED32CE01-49E8-4813-8407-F20DA5250537

BESS ENGINEERING, PROCUREMENT AND CONSTRUCTION

MASTER SERVICE AGREEMENT

BETWEEN

DTE ELECTRIC COMPANY

AND

RONCELLI, INC.

as Contractor

Docusign Envelope ID: ED32CE01-49E8-4813-8407-F20DA5250537

This BESS Engineering, Procurement, and Construction Agreement ("Agreement") is entered into as of November 6, 2025 ("Effective Date") by and between DTE Electric Company, whose principal address is One Energy Plaza, Detroit, Michigan 48226 ("DTE", "Company", or "Owner") and Roncelli, Inc., whose principal address is 500 Griswold St, Detroit, MI 48226 ("Contractor") and sets forth the terms and conditions for any Work being performed by the Contractor.

RECITALS

A. DTE desires to own and operate battery energy storage systems located in the State of Michigan, as such systems may be more specifically described as a Project [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 this Agreement [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 battery energy storage 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

[redacted]

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ARTICLE 2
DEFINITIONS

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

[redacted]

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

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

"Applicable Permits" shall mean all permits, waivers, authorizations, or licenses issued or required to be issued by any federal, state, county, local, or other governmental body, agency, or authority having jurisdiction over the Project 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.

"Auxiliary Power" shall mean Contractor has prepared the Site for the delivery of the BESS Equipment by satisfying the installation requirements from [redacted].

"Backfeed Availability" shall mean Contractor has made available sufficient backfeed power, including the ability to export energy from the BESS Equipment to the point of interconnection (or other agreed upon metered location) and to import energy at the same point of interconnection point.

"Battery Energy Storage Facility" or "BESF" or "Facility" shall mean the entirety of the energy storage system, its electrical and mechanical components, Support Structure, enclosure(s), inverter(s), modules, meter(s), monitoring components, conduit, substation and other elements installed in the nature of the Work.

"BESS" shall mean the entirety of the battery energy storage system, its batteries, inverters, enclosures, HVAC system, electrical and mechanical components, meter(s), monitoring components and control software, SCADA system, conduit, fires suppression and other elements installed in the nature of the Work.

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"BESS Equipment" means the equipment supplied by the BESS Supplier.

"BESS Supplier" means the supplier of the BESS Equipment as set forth in [redacted].

"BESS Supplier Requirements" means the BESS Supplier's unloading, storage, transportation, installation, operation, maintenance, warranty and other requirements set forth on [redacted], as the same may be supplemented from time to time by BESS Supplier or Owner.

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

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

"Change in Law" means the enactment, adoption, promulgation, modification, or repeal of any Applicable Law or Governmental Approval after the [redacted] Effective Date.

"Change Order" shall mean a change to the terms of this Agreement signed by both Contractor and DTE that authorizes such amendment.

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

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

"Confidential Information" shall have the meaning set forth in Section 20.12.1.

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

[redacted]

"Contract Price" shall mean the amount of compensation as specified in [redacted] and corresponding to each Project, [redacted], that shall be paid by DTE to Contractor for performing the Work in accordance with the Agreement [redacted], including without limitation the Scope of Work [redacted] and Specifications [redacted], as such amount may be increased or decreased in accordance with Change Orders.

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

[redacted]

"Contractor Responsible Party" means: (i) Contractor; (ii) its Affiliates; (iii) their authorized agents, officers, directors, employees, representatives; and (iv) Subcontractors.

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

[redacted]

"Defect" shall mean any time of Work, a defect, deficiency, nor other non-conformity in, or failure to conform to Contractor's Warranty.

[redacted]

"Domestic Content Adder" means the additional credit available under Section 48E(a)(3)(B) of the Code.

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

[redacted]

"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 deliverable hereunder.

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

"Excused Delay" means a delay resulting from (i) a Regulatory Delay or (ii) an Owner-Caused Delay, in each case only to the extent of the actual delay caused in connection therewith.

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

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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.

"Force Majeure" shall mean unforeseeable events beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which it has been unable to overcome despite the exercise of reasonably diligent efforts, including, without limitation, acts of God and the public enemy; acts of war; pandemics; epidemics; quarantines; relocation or construction of interconnection facilities or the shutdown of such facilities for the purpose of necessary repairs; permanent or temporary relocation of the Project; natural disasters; fire; civil disobedience, sabotage; and/or restraint by court order or public authority (whether valid or invalid), in each case, if not caused by the Party asserting the Force Majeure. COVID-19 related impacts at the time of the [redacted] Effective Date do not constitute a Force Majeure event unless the result of a Change in Law.

"Gold Shovel Certified" is a certification confirming Contractor understands Gold Shovel standards in an effort to reduce the damages to underground utility infrastructure as provided in [redacted].

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

"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 Project and/or the performance of the Work.

"Guaranteed Mechanical Completion Date" means the date identified in [redacted], as such date may be adjusted in accordance with the terms of this Agreement or [redacted], including for Excusable Delay.

"Hazardous Substances" means any hazardous substances, hazardous wastes, or toxic substances, petroleum, petroleum byproducts, or derivatives, as those terms are defined and regulated under any Environmental Laws (as defined below), or any similar state statute, regulation or order, and

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also including, without limitation, any per- and polyfluoroalkyl substances (commonly referred to as "PFAS"). "Environmental Laws" means all federal, State and local laws, whether common laws, court or administrative decisions, statutes, rules, regulations, ordinances, court orders and decrees, and administrative orders now or hereafter in effect relating to the environment, public health, occupational safety, industrial hygiene, any Hazardous Substance (including the disposal, generation, manufacture, presence, processing, production, release, storage, transportation, treatment or use thereof), or the environmental conditions on, under or about the Site, as amended and as in effect from time to time including the following statutes and all regulations thereunder as amended and in effect from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. §§ 9601 et seq.; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300(f) et seq.; the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§ 1801 et seq.; the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976 ("TSCA"), 15 U.S.C. §§ 2601 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et seq. and Parts 111 (Hazardous Waste Management), 115 (Solid Waste Management), and 201 (Environmental Remediation) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; and any successor statutes and regulations to the foregoing.

"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, including, without limitation, those requirements contained within [redacted].

"Key Personnel" has the meaning set forth in Section 12.1.

"Land Agreements" shall mean the lease, easement, or other real estate agreements which are entered into between Landowner and DTE for the Project.

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

"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.

"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

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subcontractor, supplier, vendor or other service provider retained by such subcontractor with a contract or purchase order issued by Contractor in excess of [redacted].

"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" or "Mechanically Complete" 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.

"Mechanical Completion Date" has the meaning set forth in Section 10.2.

"Milestone Date" means the dates set forth in the Project Schedule applicable to each Project [redacted].

"Milestone Payment Schedule" means the milestone payment schedule attached hereto as [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 SCADA 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, or such other point as Owner may identify.

"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 Project 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.

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

"Owner-Caused Delay" means (i) a failure (other than (a) any failure excused by a Force Majeure, (b) any failure that does not materially delay Contractor's performance of any item of Work, or (c) any failure resulting from a breach by Contractor of its obligations under this Agreement) by

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DTE to perform any of its obligations under this Agreement that has a material adverse impact on the Project Schedule; (ii) a Release of Hazardous Substances by DTE at the Site that causes a delay in Contractor's performance of any item of Work; (iii) delays in completion of, or failure to complete, any interconnection or other work that is the responsibility of DTE or the interconnecting utility that causes a delay in Contractor's performance of any item of Work or (iv) provided that Contractor has complied with its obligations under Section 3.10 and subject to the terms of such Section, unreasonable interference or disruption, or delays caused by Owner's Contractors that causes a delay in Contractor's performance of any item of Work.

"Owner's 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 BESS Supplier and Owner's other 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.

"Person" means any individual, corporation, company, voluntary association, partnership, incorporated organization, trust, limited liability company, or any other entity or organization, including any Governmental Authority. A Person shall include any officer, director, member, manager, employee, or agent of such Person.

"Prevailing Wage and Apprenticeship Requirements" shall mean the requirements set forth in Section 48E(a)(2)(B)(ii)(III) of the Code, and any applicable regulations, notices or other guidance issued by the Internal Revenue Service or the Treasury Department with respect to thereto, including IRS Notice 2022-61 (collectively, and as may be subsequently supplemented by additional guidance from the Internal Revenue Service or Treasury Department), in each case as further described in [redacted].

"Project" shall mean each BESF and the substation (if applicable) to be constructed pursuant to [redacted] 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 Project, 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.

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

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[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 (as amended by approved Change Orders), attached hereto as [redacted].

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

"Site Readiness" shall mean that Contractor has prepared the Site for delivery of the BESS Equipment by completing the pouring and sufficient curing of foundations for such BESS Equipment, and a suitable laydown area large enough, and with sufficient ingress and egress, for delivery of such BESS Equipment.

"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].

"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 that is performing work on a particular Project.

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

"Substantial Completion" shall mean (a) the conditions as set forth in [redacted] have been achieved; (b) Mechanical Completion has been achieved; (c) DTE has approved the Punchlist; and

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(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" has the meaning set forth in Section 10.2.

"Tax Credits" shall mean the investment tax credit pursuant to Section 48 or 48E of the Code, as applicable.

"Work" shall mean the design, engineering, permit attainment, procurement, construction and installation of the Project and all other services, materials, equipment and work 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, in accordance with the Project Schedule [redacted] 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, and to the extent any DTE's requested Scope or Work [redacted] conflicts with Prudent Industry Practice, the Parties shall meet and confer in good faith to adjust [redacted] to ensure that it aligns with Prudent Industry Practice, including any reasonable, equitable adjustment to price or schedule as necessary to align with Prudent Industry Practices. Contractor shall perform all Work in accordance with applicable equipment manufacturers' requirements (including the BESS Supplier Requirements), including all requirements necessary to preserve and maintain in effect all warranties and, if applicable, any performance guarantees set forth in [redacted] 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 (including, without limitation, those set forth on [redacted]), with the scope of work set forth on [redacted], in accordance with the utility easements set forth on [redacted], in accordance with all Specifications as defined in [redacted], in accordance with the Interconnection Requirements, conditions of the Land Agreements, and in compliance 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 Project, in conformity

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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 Project (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, not to extend past dates listed in [redacted] ("Project Schedule"). DTE shall have the right to freely access the Site subject to the conditions of the Land Agreements and 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.

[redacted]

3.3 [redacted]

[redacted]

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[redacted]

3.4 Project Pricing and Schedule

3.4.1 Project Schedule: The Project Schedule shall be developed [redacted]. Time is of the essence in the performance of the Work.

[redacted]

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 [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. All drawings shall be on DTE Borders unless agreed upon otherwise. Electrical one-line drawings shall comply with DTE standards and have cable colors assigned to each wire.

3.5.2 Permit Submittal. Following DTE's approvals as required under Section 3.5.1 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. [redacted] Such procedure shall be repeated as necessary until DTE approves the submitted Applicable Permit draft. The Parties expressly agree that

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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 Project in accordance with the [redacted]Project Schedule [redacted] 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, the BESS Supplier Requirements, the Interconnection Requirements, and all manufacturer requirements for the maintenance of all applicable warranties. Prior to commencing construction, Contractor shall provide DTE with a copy of Contractor's safety plan which plan must satisfy all DTE's requirements set forth in DTE's Contractor Safety Handbook, [redacted] and DTE's Contractor Safety Standard, [redacted] as well as an evaluation and appropriate documentation of the safety record of any licensed Subcontractor that will be performing work on the Project.

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 Change Orders. Contractor will also be responsible for all means, methods, techniques, sequences, and procedures employed for the construction required [redacted]. 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 With respect to each Project, Contractor shall cause Site Readiness to occur no later than the Site Readiness Date set forth in the Project Schedule [redacted]. Contractor shall unload, inspect, store and protect all Owner Supplied Equipment at the Site in accordance with the BESS Supplier Requirements promptly upon delivery of the same (but in any event in accordance with any timeframe set forth in the BESS Supplier Requirements). If the conditions at the Site will not permit Contractor to unload, store and protect any Owner Supplied Equipment (including, without limitation, any BESS Equipment) at the Site, the Contractor shall unload, inspect store and protect such Owner Supplied Equipment in accordance with the BESS Supplier Requirements at the laydown area or such other reasonable location agreed with Owner at the Site upon delivery thereto. Except when due to Owner Caused Delay or Regulatory Delay, Contractor shall be responsible, at its sole cost and expense, for the transportation of the Owner Supplied Equipment upon and after delivery of the same (including without limitation, transportation of such equipment from the Site, or laydown area or other agreed location, as applicable, to the designated storage location and from the same to the applicable foundation location for installation). Contractor shall assume care, custody and control of, and risk of loss or damage for, all Owner Supplied Equipment upon delivery to the Site, the laydown area or such other reasonable location (as applicable) at the Site. Contractor shall bear all responsibility for increased costs or schedule delays resulting from

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its failure to timely comply with its obligations under this Section 3.5.3.3, and shall indemnify and defend Owner against all claims, costs, and damages (including, without limitation, demurrage fees and penalties from any vendor, transporter, or supplier) arising from the same.

3.5.3.4 Without limiting the foregoing, Contractor shall notify Owner and Owner's project manager of the receipt of each Owner Supplied Equipment [redacted] after such receipt at the Site in the form acceptable to DTE ("Delivery Notice"), 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 accordance with the BESS Supplier Requirements, 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 Specifications for the Owner Supplied Equipment, (iii) was in the proper amounts. All damages must be documented by photographs and the delivery driver signature.

3.5.3.5 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.

3.5.3.6 [redacted]

3.5.3.7 [redacted]

3.5.3.8 [redacted]

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[redacted]

3.5.3.9 [redacted]

3.5.3.10 [redacted]

3.5.3.11 [redacted]

3.6 [redacted]

[redacted]

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3.7 [redacted]

[redacted]

3.8 [redacted]

[redacted]

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3.9 [redacted]

[redacted]

3.10 [redacted]

[redacted]

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ARTICLE 4
DTE OBLIGATIONS

4.1 Interconnectivity Requirements

DTE shall be responsible for obtaining for the benefit of the Project, at DTE's sole cost and expense, the internet communication service necessary for the operation of the SCADA system, up to a defined Network Access Point to which the SCADA system will be connected. Contractor shall design the Project to integrate with the DTE provided integration cabinet and the Project substation that are specified [redacted]. 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 system that supports industry standard data interface protocols (OPC, Modbus, DNP etc.)

4.2 Contractor Assistance

DTE shall:

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 Project in accordance with the Scope of Work and the Specifications, issue and execute the Substantial Completion Certificate.

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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 Project 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, verify Punchlist and other Final Completion criteria 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], execute the Final Completion Certificate.

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.

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ARTICLE 5
PAYMENTS

5.1 **Contract Price** Subject to any applicable provisions set forth in [redacted], the Contractor shall be compensated per the pricing provisions as set forth in [redacted] and [redacted]. Payment will be based on Contractor's progress in completing the Work as further defined in [redacted] and invoicing will be in accordance with Section 5.4.

5.2 [redacted]

5.3 [redacted]

5.4 **Invoicing and Payments** Contractor shall submit a monthly invoice to DTE [redacted] which invoice shall identify the progress toward completing the Work that Contractor contends it made during the previous month and the amount of the payment Contractor is seeking for such progress in accordance with the Milestone Payment Schedule. Sworn statements and lien waivers in the form required by the Construction Lien Act, Act 497 of 1980, MCL 570.1101 shall be provided by Contractor and Major Subcontractors with each invoice. Contractor acknowledges and agrees that, in addition to the other invoicing requirements set forth in this Section 5.4, upon receipt of Contractor's invoice, DTE will take whatever steps it deems reasonably necessary to verify the completion of the Work contended by Contractor in its invoice and notify Contractor of any disputed items within the time period set forth in the following sentence. DTE shall notify Contractor of any disputed items and make payment of all undisputed amounts due Contractor [redacted] after its receipt of an invoice and accompanying affidavits, lien waivers, and sworn statements as required by this Agreement. All payments shall be made by electronic funds transfer to an account as designated by Contractor to DTE. Additionally, Contractor shall submit an unbilled liability statement to Owner [redacted] outlining charged incurred for the month but not yet billed. Contractor shall provide unconditional lien waivers with issuance of the final invoice to be issued at Final Completion.

5.5 [redacted]

[redacted]

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[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 **Tax Payments**

Unless otherwise provided in this Agreement, Contractor shall pay all Michigan sales and use taxes on all Materials used in performing the Work. If Contractor is purchasing Materials pursuant to this Agreement, Contractor will provide an executed Sales and Use Tax Affidavit in the form attached hereto as [redacted] confirming that DTE's payments under the Agreement includes all applicable sales and use tax and that such taxes have been remitted to the proper taxing authority. Certain Materials purchased pursuant to this Agreement may be exempt from sales tax by reason of industrial processing. If Contractor (or its Subcontractors) acquire Materials that will be incorporated into the Work or that are for DTE's use, then only for the purpose of the tax exemptions listed in this Section, Contractor (or its Subcontractors) are acting as DTE's agent in acquiring such Materials. Electrical generation Materials and equipment qualify for a 100% industrial processing exemption from Michigan sales and use tax. Contractor (and its

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Subcontractors) doing industrial processing work on behalf of DTE can apply for this exemption when purchasing certain Materials under this Agreement. If Contractor or its Subcontractors purchase any of the Materials listed below, then such items will be exempt from Michigan sales and use tax only up to the corresponding exemption percentage:

Category	Exemption Percentage	Tax Rate
Transformers and Components	90%	0.6%
Stations and Substations	90%	0.6%
Poles and Pole Top Equipment	25%	4.5%
Distribution Tools and Supplies	50%	3.0%
Wires and Cabling	25%	4.5%
Personal Safety and Equipment	50%	3.0%
Customer Meters	25%	4.5%

5.9 Federal Contracting Certifications

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

ARTICLE 6
WARRANTY/LIMITATION OF LIABILITY

6.1 Contractor Warranty

6.1.1 [redacted] Contractor warrants that (a) the Work will be free from Defects in workmanship under normal operating conditions, and shall conform to the Scope of Work and all other requirements of this Agreement (the "Contractor Warranty"), and (b) all material (excluding BESS Equipment and Owner Supplied Equipment), equipment, and/or supplies furnished or procured by Contractor and/or incorporated into the Project will be new and in conformance with the requirements of this Agreement, including the Scope of Work. Without limiting Contractor's other warranty obligations during the Contractor Warranty Period, Contractor shall, for the protection of DTE, obtain from all Subcontractors from which Contractor procures machinery, equipment or Materials or Work, warranties and guarantees with respect to such machinery, equipment, Materials or Work consistent with the foregoing, which shall be made available to DTE as of the Mechanical Completion Date, to the full extent of the terms thereof; provided, however, that the inability of Contractor to obtain such warranties or guarantees shall not limit or reduce Contractor's obligations under this

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Agreement. Contractor shall at all times perform its Work including construction, installation, Commissioning, operation or maintenance activities in accordance with this Agreement and Prudent Industry Practice and in a manner consistent with all such warranties and shall not perform any actions that may violate such warranties. All Subcontractors', manufacturers', and suppliers' warranties and guaranties, express or implied, respecting any part of the Work and any Materials used therein shall be assigned to DTE upon the end of the Contractor's Warranty Period. Once assigned, such warranties shall be deemed obtained by Contractor for the benefit of DTE. For sake of clarity, the Contractor Warranty does not apply to work or activities provided by Owner's Contractors.

6.1.2 Excluding BESS Equipment and Owner Supplied Equipment, Contractor shall, at its sole cost and expense, correct (or cause to be corrected through its qualified Subcontractors or through Manufacturers' Warranties) any failure or breach of the Contractor Warranty or take corrective action to cause the Work on the Project to conform to the Contractor Warranty and remedy all other resultant damage to the Project in accordance with this Agreement during the Contractor Warranty Period, including, but not limited to, labor, time and travel and material costs, upon notice from DTE or otherwise upon Contractor becoming aware of such failure or breach, so long as such notice or awareness occurs prior to the end of the Contractor Warranty Period;

6.2

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[redacted]

ARTICLE 7
PERMITS AND APPROVALS, COORDINATION

7.1 Permits and Approvals

Contractor will obtain all Applicable Permits except DTE Permits, required for the construction, installation, start-up, and operation of the Project 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 and subject to any Excused Delay.

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

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representative, or manufacturers' representative and the requirements specified in the chart below:

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

ARTICLE 8

[redacted]

8.1 [redacted]

[redacted]

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ARTICLE 9
CHANGE ORDERS

9.1 DTE Requested Change Orders

[redacted] DTE may request by Change Order any Change in the Work, whether such Changes are modifications, accelerations, alterations, additions, or deletions. All such Changes shall be made in accordance with this Article 9 and shall be considered, for all purposes of this Agreement, part of the Work. Contractor shall perform all Changes to the Work included in Change Orders issued by DTE in accordance with this Article 9. Changes initiated by DTE which increase the Contract Price shall be invoiced separately in accordance with Section 5.4.

9.2 [redacted]

[redacted]

9.3 [redacted]

[redacted]

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

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[redacted]

[redacted]

9.4 [redacted]

[redacted]

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

10.1 Punchlist

[redacted]

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[redacted]

10.2 Mechanical Completion.

[redacted]

10.3 Substantial Completion.

[redacted]

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[redacted]

10.4 Final Completion.

[redacted]

ARTICLE 11

[redacted]

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[redacted]

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ARTICLE 12
KEY PERSONNEL AND SUBCONTRACTORS

12.1 Key Personnel

12.1.1 The "Key Personnel" assigned to the Project are listed in [redacted]. Contractor shall not change a Key Personnel position, or the person appointed to such position without the prior written consent of DTE, which shall not be unreasonably withheld. The following exception apply, and no prior written consent of DTE will be required if:

(a) Contractor is terminating the Key Personnel in question with or without cause,

(b) Key Personnel has chosen to leave the employment of Contractor, or

(c) Changes are due to health reasons for the Key Personnel

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

(a) The replacement resource will be of substantially similar skills and experience as the departing resource and fit the labor category originally contracted.

(b) DTE shall have the right to interview the proposed replacement resource prior to their assignment to the Project.

(c) The replacement resource will be briefed/ramped up on the Project at no cost to DTE

(d) The replacement of resources will be timely and seamless, as commercially practical with no delays in the Project Schedule.

12.2 Authority to Subcontract

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

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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 in accordance with their respective subcontracts, and shall ensure that the Project 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]

[redacted]

[redacted]

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[redacted]

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[redacted]

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[redacted]

[redacted]

ARTICLE 14
INSURANCE

Contractor shall maintain until Final Completion, the insurance coverage requirements set forth in [redacted], and all such other insurance as required by Applicable Laws. Workers' Compensation, Automobile Liability, CGL and Excess/Umbrella Liability coverages shall be maintained through the term of the Contractor Warranty Period. Evidence of coverage will be provided to DTE prior to DTE's issuance of the Notice to Proceed via a certificate of insurance. Owner shall maintain the insurance coverage requirements set forth in Exhibit E.

ARTICLE 15
FORCE MAJEURE

[redacted]

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ARTICLE 16

[redacted]

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[redacted]

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[redacted]

Docusign Envelope ID: ED32CE01-49E8-4813-8407-F20DA5250537

[redacted]

Docusign Envelope ID: ED32CE01-49E8-4813-8407-F20DA5250537

[redacted]

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ARTICLE 17

[redacted]

ARTICLE 18

[redacted]

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[redacted]

[redacted]

ARTICLE 19

[redacted]

[redacted]

ARTICLE 20
MISCELLANEOUS

20.1 Assignment

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

20.2 Agreement Construction

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

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20.3 Binding Effect

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

20.4 Independent Contractor

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

20.5 No Waiver

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

20.6 Severability

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

20.7 Entire Agreement; Survival

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

20.8 Governing Law; Jurisdiction

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

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

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20.9 Notice

Any notice required or permitted hereunder shall be deemed received (i) on [redacted] on which such notice is delivered personally, (ii) on [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) [redacted] 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. [redacted].

If to DTE:

with a copy to:

DTE Electric Company
[redacted]

If to Contractor:

Roncelli, Inc.
[redacted]

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.

20.11 Reserved.

20.12 [redacted]

[redacted]

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[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

20.13 [redacted]

[redacted]

20.14 [redacted]

[redacted]

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[redacted]

20.15 [redacted]

[redacted]

20.16 [redacted]

[redacted]

20.17 Drafting Ambiguities

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

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

CONTRACTOR:

RONCELLI, INC.

By: Signed by: GINO RONCELLI 93BD6F96E15C449...

Name: GINO RONCELLI

Title: CEO & President

DTE:

DTE ELECTRIC COMPANY

By:

Name: DJ Wagner

Title: Sr. Supply Chain Manager

BESS ENGINEERING, PROCUREMENT AND CONSTRUCTION

MASTER SERVICE AGREEMENT

BETWEEN

DTE ELECTRIC COMPANY

AND

J Ranck Electric Inc

as Contractor

This BESS Engineering, Procurement, and Construction Agreement is entered into as of November 4, 2025 ("Effective Date") by and between DTE Electric Company, whose principal address is One Energy Plaza, Detroit, Michigan 48226 ("DTE", "Company", or "Owner") and J Ranck Electric Inc., whose principal address is 1993 Gover Parkway, Mt. Pleasant, MI 4885 ("Contractor") and sets forth the terms and conditions for any Work being performed by the Contractor.

RECITALS

A. DTE desires to own and operate battery energy storage systems located in the State of Michigan, as such systems may be more specifically described as a Project [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 this Agreement [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 battery energy storage 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

[redacted]



[redacted]

ARTICLE 2
DEFINITIONS

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

[redacted]

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

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

"Applicable Permits" shall mean all permits, waivers, authorizations, or licenses issued or required to be issued by any federal, state, county, local, or other governmental body, agency, or authority having jurisdiction over the Project 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.

"Auxiliary Power" shall mean Contractor has prepared the Site for the delivery of the BESS Equipment by satisfying the installation requirements from [redacted].

"Backfeed Availability" shall mean Contractor has made available sufficient backfeed power, including the ability to export energy from the BESS Equipment to the point of interconnection (or other agreed upon metered location) and to import energy at the same point of interconnection.

"Battery Energy Storage Facility" or "BESF" shall mean the entirety of the energy storage system, its electrical and mechanical components, support structure, enclosure(s), inverter(s), modules, meter(s), monitoring components, conduit, substation and other elements installed in the nature of the Work.

"BESS" shall mean the entirety of the battery energy storage system, its batteries, inverters, enclosures, HVAC system, electrical and mechanical components, meter(s), monitoring components and control software, SCADA system, conduit, fire suppression and other elements installed in the nature of the Work.

"BESS Equipment" means the equipment supplied by the BESS Supplier.

"BESS Supplier" means the supplier of the BESS Equipment as set forth in [redacted].

"BESS Supplier Requirements" means the BESS Supplier's unloading, storage, transportation, installation, operation, maintenance, warranty and other requirements set forth on [redacted], as the same may be supplemented from time to time by BESS Supplier or Owner.

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

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

"Change in Law" means the enactment, adoption, promulgation, modification, or repeal of any Applicable Law or Governmental Approval after the [redacted] Effective Date.

"Change Order" shall mean a change to the terms of this Agreement signed by both Contractor and DTE that authorizes such amendment.

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

"Confidential Information" shall have the meaning set forth in [redacted]

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

"Contractor Responsible Party" means Contractor, its Affiliates, and its and their respective agents, officers, directors, employees, representatives, and Subcontractors.

[redacted]

"Contract Price" shall mean the amount of compensation as specified in [redacted] and corresponding to each Project, [redacted], that shall be paid by DTE to Contractor for performing the Work in accordance with the Agreement [redacted], including without limitation the Scope of Work [redacted] and Specifications [redacted], as such amount may be increased or decreased in accordance with Change Orders.

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

[redacted]

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

[redacted]

"Defect" shall mean any time of Work, a defect, deficiency, nor other non-conformity in, or failure to conform to Contractor's Warranty.

[redacted]

"Domestic Content Adder" means the additional credit available under Section 48E(a)(3)(B) of the Code.

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

[redacted]

"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 deliverable hereunder.

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

"Excused Delay" means a delay resulting from (i) a Regulatory Delay or (ii) an Owner-Caused Delay, in each case only to the extent of the actual delay caused in connection therewith.

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

"FERC" shall mean the Federal Energy Regulatory Commission.

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

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

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

"Force Majeure" shall mean unforeseeable events beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which it has been unable to overcome despite the exercise of reasonably diligent efforts, including, without limitation, acts of God and the public enemy; acts of war; pandemics; epidemics; quarantines; relocation or construction of interconnection facilities or the shutdown of such facilities for the purpose of necessary repairs; permanent or temporary relocation of the Project; natural disasters; fire; civil disobedience, sabotage; and/or restraint by court order or public authority (whether valid or invalid), in each case, if not caused by the Party asserting the Force Majeure. COVID-19 related impacts at the time of the [redacted] Effective Date do not constitute a Force Majeure event unless the result of a Change in Law.

"Gold Shovel Certified" is a certification confirming Contractor understands Gold Shovel standards in an effort to reduce the damages to underground utility infrastructure as provided in [redacted].

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

"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 Project and/or the performance of the Work.

"Guaranteed Mechanical Completion Date" means the date identified in [redacted], as such date may be adjusted in accordance with the terms of this Agreement [redacted].

"Hazardous Substances" means any hazardous substances, hazardous wastes, or toxic substances, petroleum, petroleum byproducts, or derivatives, as those terms are defined and regulated under any Environmental Laws (as defined below), or any similar state statute, regulation or order, and also including, without limitation, any per- and polyfluoroalkyl substances (commonly referred to as "PFAS"). "Environmental Laws" means all federal, State and local laws, whether common laws, court or administrative decisions, statutes, rules, regulations, ordinances, court orders and decrees, and administrative orders now or hereafter in effect relating to the environment, public health,

occupational safety, industrial hygiene, any Hazardous Substance (including the disposal, generation, manufacture, presence, processing, production, release, storage, transportation, treatment or use thereof), or the environmental conditions on, under or about the Site, as amended and as in effect from time to time including the following statutes and all regulations thereunder as amended and in effect from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. §§ 9601 et seq.; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300(f) et seq.; the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§ 1801 et seq.; the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976 ("TSCA"), 15 U.S.C. §§ 2601 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et seq. and Parts 111 (Hazardous Waste Management), 115 (Solid Waste Management), and 201 (Environmental Remediation) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; and any successor statutes and regulations to the foregoing.

"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 regarding interconnection, including, without limitation, those requirements contained within [redacted].

"Key Personnel" has the meaning set forth in Section 12.1.

"Land Agreements" shall mean the lease, easement, or other real estate agreements which are entered into between Landowner and DTE for the Project.

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

"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.

"Liquidated Damages" shall mean, Delay Liquidated Damages and any other damages that are liquidated under the terms of this Agreement.

"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].

"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.

"Mechanical Completion Delay Liquidated Damages" shall have the meaning set forth in Section 16.4.2.

"Milestone Date" means the dates set forth in the Project Schedule applicable to each Project.

"Milestone Payment Schedule" means the milestone payment schedule attached hereto as [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 SCADA system may be physically connected 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, or such other point as Owner may identify.

"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 Project 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.

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

"Owner-Caused Delay" means (i) a failure (other than (a) any failure excused by a Force Majeure, (b) any failure that does not materially delay Contractor's performance of any item of Work, or (c) any failure resulting from a breach by Contractor of its obligations under this Agreement) by DTE to perform any of its obligations under this Agreement that has a material adverse impact on

the Project Schedule; (ii) a Release of Hazardous Substances by DTE at the Site that causes a delay in Contractor's performance of any item of Work; (iii) delays in completion of, or failure to complete, any interconnection work that is the responsibility of DTE or the interconnecting utility that causes a delay in Contractor's performance of any item of Work or (iv) provided that Contractor has complied with its obligations under Section 3.10 and subject to the terms of such Section, delays caused by Owner's Contractors that causes a delay in Contractor's performance of any item of Work.

"Owner's 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 BESS Supplier and Owner's other 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.

"Prevailing Wage and Apprenticeship Requirements" shall mean the requirements set forth in Section 48E(a)(2)(B)(ii)(III) of the Code, and any applicable regulations, notices or other guidance issued by the Internal Revenue Service or the Treasury Department with respect to thereto, including IRS Notice 2022-61 (collectively, and as may be subsequently supplemented by additional guidance from the Internal Revenue Service or Treasury Department), in each case as further described in [redacted].

"Project" shall mean each BESF and the substation (if applicable) to be constructed pursuant to [redacted] this Agreement.

"Project Schedule" shall mean the overall engineering, permitting, and construction schedule for the Work, as further detailed in Section 3.2.2 and [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 Project, 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.

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

[redacted]

[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 (as amended by approved Change Orders), attached hereto as [redacted].

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

"Site Readiness" shall mean that Contractor has prepared the Site for delivery of the BESS Equipment by completing the pouring and sufficient curing of foundations for such BESS Equipment, and a suitable laydown area large enough, and with sufficient ingress and egress, for delivery of such BESS Equipment.

"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].

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

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

"Substantial Completion Date" has the meaning set forth in Section 10.2.

"Tax Credits" shall mean the Investment Tax Credit pursuant to Section 48 or 48E of the Code, as applicable.

"Work" shall mean the design, engineering, permit attainment, procurement, construction and installation of the Project and all other services, Materials, equipment and work 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, in accordance with the Project Schedule [redacted] 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 the BESS Supplier Requirements), including all requirements necessary to preserve and maintain in effect all warranties and, if applicable, any performance guarantees [redacted] 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 (including, without limitation, those set forth on [redacted]), with the Scope of Work set forth on [redacted], in accordance with the utility easements set forth on [redacted], in accordance with all Specifications as defined in [redacted], in accordance with the Interconnection Requirements, conditions of the Land Agreements, 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 Project, 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 Project (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, not to extend past dates listed in [redacted] ("**Project Schedule**"). DTE shall have the right to freely access the Site subject to the conditions of the Land Agreements and 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.

[redacted]

3.4 Project Pricing and Schedule

3.4.1 Project Schedule: The Project Schedule shall be developed [redacted].

[redacted]

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] and [redacted]. DTE shall review and respond to each submission by Contractor [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. All drawings shall be on DTE borders unless agreed upon otherwise. Electrical one-line drawings shall comply with DTE standards and have cable colors assigned to each wire.

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. [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 Project [redacted]. 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, the BESS Supplier Requirements, the Interconnection Requirements, and all manufacturer requirements for the maintenance of all applicable warranties. Prior to commencing construction, Contractor shall provide DTE with a copy of Contractor's safety plan which plan must satisfy all DTE's requirements set forth in DTE's Contractor Safety Handbook, [redacted] and DTE's Contractor Safety Standard, [redacted] as well as an evaluation and appropriate documentation of the safety record of any licensed Subcontractor that will be performing work on the Project.

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 Change Orders. Contractor will also be responsible for all means, methods, techniques, sequences, and procedures employed for the construction required [redacted]. 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 With respect to each Project, Contractor shall cause Site Readiness to occur no later than the Site Readiness Date set forth in the Project Schedule [redacted]. Contractor shall unload, inspect, store and protect all Owner Supplied Equipment at the Site in accordance with the BESS Supplier Requirements promptly upon delivery of the same (but in any event in accordance with any timeframe set forth in the BESS Supplier Requirements). If the conditions at the Site will not permit Contractor to unload, store and protect any Owner Supplied Equipment (including, without limitation, any BESS Equipment) at the Site, the Contractor shall unload, inspect store and protect such Owner Supplied Equipment in accordance with the BESS Supplier Requirements at the laydown area or such other reasonable location agreed with Owner at the Site upon delivery thereto. Except when due to Owner Caused Delay or Regulatory Delay, Contractor shall be responsible, at its sole cost and expense, for the transportation of the Owner Supplied

Equipment upon and after delivery of the same (including without limitation, transportation of such equipment from the Site (or laydown area or other agreed location, as applicable) to the designated storage location and from the same to the applicable foundation location for installation). Contractor shall assume care, custody and control of, and risk of loss or damage for, all Owner Supplied Equipment upon delivery to the Site, the laydown area or such other reasonable location (as applicable) at the Site. Contractor shall bear all responsibility for increased costs or schedule delays resulting from its failure to timely comply with its obligations under this Section 3.5.3.3, and shall indemnify and defend Owner against all claims, costs, and damages (including, without limitation, demurrage fees and penalties from any vendor, transporter, or supplier) arising from the same.

3.5.3.4 Without limiting the foregoing, Contractor shall notify Owner and Owner's project manager of the receipt of each Owner Supplied Equipment [redacted] after such receipt at the Site in the form acceptable to DTE, 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 accordance with the BESS Supplier Requirements, 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 Specifications for the Owner Supplied Equipment, (iii) was in the proper amounts. All damages must be documented by photographs and the delivery driver signature.

3.5.3.5 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.

3.5.3.6 [redacted]

[redacted]

3.5.3.7 [redacted]

3.5.3.8 [redacted]

3.5.3.9 [redacted]

3.5.3.10 [redacted]

3.5.3.11 [redacted]

[redacted]

3.6 [redacted]

[redacted]

3.7 [redacted]

[redacted]

3.8 [redacted]

[redacted]

[redacted]

3.9 [redacted]

[redacted]

[redacted]

3.10 [redacted]

[redacted]

ARTICLE 4
DTE OBLIGATIONS

4.1 Interconnectivity Requirements

DTE shall be responsible for obtaining for the benefit of the Project, at DTE's sole cost and expense, the internet communication service necessary for the operation of the SCADA system, up to a defined Network Access Point to which the SCADA system will be connected. Contractor shall design the Project 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 system that supports industry standard data interface protocols (OPC, Modbus, DNP etc.)

4.2 Contractor Assistance

DTE shall:

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 Project 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 Project 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, verify Punchlist and other Final Completion criteria 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], execute the Final Completion Certificate.

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
PAYMENTS

5.1 Contract Price

Subject to any applicable provisions set forth in [redacted], the Contractor shall be compensated per the pricing provisions as set forth in [redacted]. Payment will be based on Contractor's progress in completing the Work as further defined in [redacted] and invoicing will be in accordance with Section 5.4.

5.2 [redacted]

[redacted]

5.3 [redacted]

[redacted]

5.4 Invoicing and Payments

Contractor shall submit a monthly invoice to DTE [redacted] which invoice shall identify the progress toward completing the Work that Contractor contends it made during the previous month and the amount of the payment Contractor is seeking for such progress in accordance with the Milestone Payment Schedule. Sworn Statement, and lien waivers in the form required by the Construction Lien Act, Act 497 of 1980, MCL 570.1101 shall be provided by Contractor and Major Subcontractors. Contractor acknowledges and agrees that, in addition to the other invoicing requirements set forth in this Section 5.4, upon receipt of Contractor's invoice, DTE will take whatever steps it deems reasonably necessary to verify the completion of the Work contended by Contractor in its invoice and notify Contractor of any disputed items within the time period set forth in the following sentence. DTE shall notify Contractor of any disputed items and make payment of all undisputed amounts due Contractor [redacted] after its receipt of an invoice and accompanying affidavits, lien waivers, and sworn statements as required by this Agreement. All payments shall be made by electronic funds transfer to an account as designated by Contractor to DTE. Additionally, Contractor shall submit an unbilled liability statement to Owner [redacted]

[redacted] outlining charges incurred for the month but not yet billed. Contractor shall provide unconditional lien waivers with issuance of the final invoice to be issued at Final Completion.

5.5 [redacted]

[redacted]

5.6 [redacted]

[redacted]

5.7 Payment or Use Not Acceptance

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

5.8 Tax Payments

Unless otherwise provided in this Agreement, Contractor shall pay all Michigan sales and use taxes on all Materials used in performing the Work. If Contractor is purchasing Materials pursuant to this Agreement, Contractor will provide an executed Sales and Use Tax Affidavit in the form attached hereto as [redacted] confirming that DTE's payments under the Agreement includes all applicable sales and use tax and that such taxes have been remitted to the proper taxing authority.

Certain Materials purchased pursuant to this Agreement may be exempt from sales tax by reason of industrial processing. If Contractor (or its Subcontractors) acquire Materials that will be incorporated into the Work or that are for DTE's use, then only for the purpose of the tax exemptions listed in this Section, Contractor (or its Subcontractors) are acting as DTE's agent in acquiring such Materials. Electrical generation Materials and equipment qualify for a 100% industrial processing exemption from Michigan sales and use tax. Contractor (and its Subcontractors) doing industrial processing work on behalf of DTE can apply for this exemption when purchasing certain Materials under this Agreement. If Contractor or its Subcontractors purchase any of the Materials listed below, then such items will be exempt from Michigan sales and use tax only up to the corresponding exemption percentage:

Category	Exemption Percentage	Tax Rate
Transformers and Components	90%	0.6%
Stations and Substations	90%	0.6%
Poles and Pole Top Equipment	25%	4.5%
Distribution Tools and Supplies	50%	3.0%
Wires and Cabling	25%	4.5%
Personal Safety and Equipment	50%	3.0%
Customer Meters	25%	4.5%

[redacted]

[redacted]

5.9 Federal Contracting Certifications

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

ARTICLE 6
WARRANTY/LIMITATION OF LIABILITY

6.1 Contractor Warranty

6.1.1 [redacted] Contractor warrants that (a) the Work will be free from Defects in workmanship under normal operating conditions, and shall conform to the Scope of Work and all other requirements of this Agreement (the "Contractor Warranty"), and (b) all material (excluding Owner Supplied Equipment), equipment, and/or supplies furnished or procured by Contractor and/or incorporated into the Project will be new and in conformance with the requirements of this Agreement, including the Scope of Work. Without limiting Contractor's other warranty obligations during the Contractor Warranty Period, Contractor shall, for the protection of DTE, obtain from all Subcontractors from which Contractor procures machinery, equipment or Materials or Work, warranties and guarantees with respect to such machinery, equipment, Materials or Work consistent with the foregoing, which shall be made available to DTE as of the date of Mechanical Completion, to the full extent of the terms thereof; provided, however, that the inability of Contractor to obtain such warranties or guarantees shall not limit or reduce Contractor's obligations under this Agreement. Contractor shall at all times perform its Work including construction, installation, Commissioning, operation or maintenance activities in accordance with this Agreement and Prudent Industry Practice and in a manner consistent with all such warranties and shall not perform any actions that may violate such warranties. All Subcontractors', manufacturers', and suppliers' warranties and guaranties, express or implied, respecting any part of the Work and any Materials used therein shall be assigned to DTE upon the end of the Contractor's Warranty Period. Once assigned, such warranties shall be deemed obtained by Contractor for the benefit of DTE.

6.1.2 Excluding Owner Supplied Equipment, Contractor shall, at its sole cost and expense, correct (or cause to be corrected through its qualified Subcontractors or through Manufacturers' Warranties) any failure or breach of the Contractor Warranty or take corrective action to cause the Work on the Project to conform to the Contractor Warranty and remedy all other resultant damage to the Project in accordance with this Agreement during the Contractor Warranty Period, including, but not limited to, labor, time and travel and material costs, upon notice from DTE or otherwise upon Contractor becoming aware of such failure or breach, so long as such notice or awareness occurs prior to the end of the Contractor Warranty Period;

[redacted]

6.2 [redacted]

[redacted]

ARTICLE 7
PERMITS AND APPROVALS, COORDINATION

7.1 Permits and Approvals

Contractor will obtain all Applicable Permits except DTE Permits, required for the construction, installation, start-up, and operation of the Project 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	Megger Testing	[redacted]
6	DTE Meter Installation	[redacted]
7	DC Test	[redacted]
8	AC Test	[redacted]
9	Substantial Completion	[redacted]

[redacted]

ARTICLE 8

[redacted]

[redacted]

[redacted]

ARTICLE 9
CHANGE ORDERS

9.1 DTE Requested Change Orders

[redacted] DTE may request by Change Order any Change in the Work, whether such Changes are modifications, accelerations, alterations, additions, or deletions. All such Changes shall be made in accordance with this Article 9 and shall be considered, for all purposes of this Agreement, part of the Work. Contractor shall perform all Changes to the Work included in Change Orders issued by DTE in accordance with this Article 9. Changes initiated by DTE which increase the Contract Price shall be invoiced separately in accordance with Section 5.4.

9.2 [redacted]

[redacted]

9.3 [redacted]

[redacted]

9.4 [redacted]

[redacted]

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

10.1 Punchlist

[redacted]

10.2 Mechanical Completion.

[redacted]

10.3 Substantial Completion.

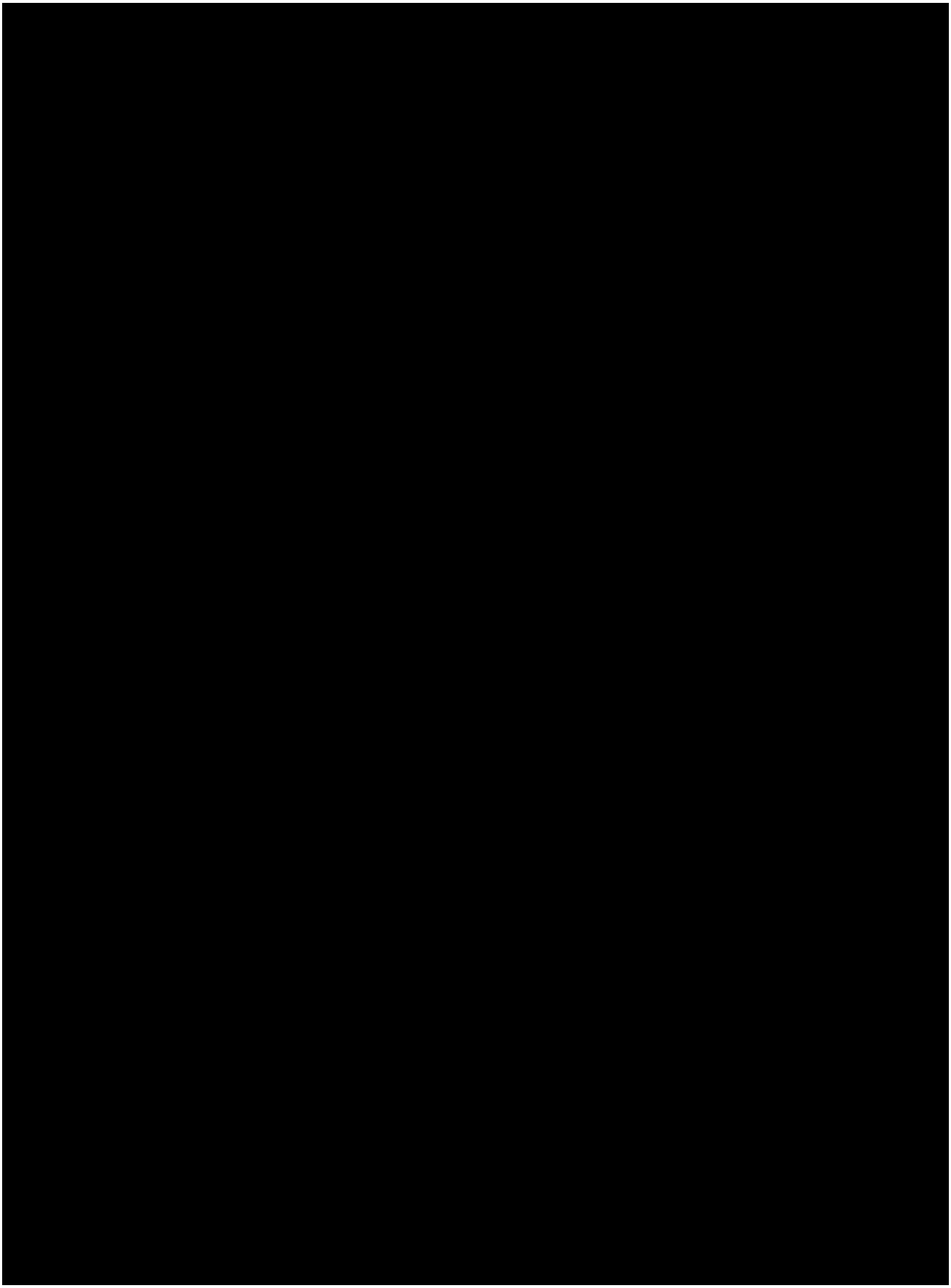
[redacted]

10.4 Final Completion.

[redacted]

ARTICLE 11

[redacted]





ARTICLE 12
KEY PERSONNEL AND SUBCONTRACTORS

12.1 Key Personnel

12.1.1 The "Key Personnel" assigned to the Project are listed in [redacted]. Contractor shall not change a Key Personnel position, or the person appointed to such position without the prior written consent of DTE, which shall not be unreasonably withheld. The following exception apply, and no prior written consent of DTE will be required if:

a) Contractor is terminating the Key Personnel in question with or without cause,

b) Key Personnel has chosen to leave the employment of Contractor, or

c) Changes are due to health reasons for the Key Personnel

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

a) The replacement resource will be of substantially similar skills and experience as the departing resource and fit the labor category originally contracted.

b) DTE shall have the right to interview the proposed replacement resource prior to their assignment to the Project.

c) The replacement resource will be briefed/ramped up on the Project at no cost to DTE

d) The replacement of resources will be timely and seamless, as commercially practical with no delays in the Project Schedule.

12.2 Authority to Subcontract

Contractor may delegate its duties and performance under this Agreement and shall have the right to enter into agreements with Subcontractors to perform the Work hereunder; provided, however

that such delegations do not relieve Contractor from liability or its obligations to DTE under this Agreement. Subcontractors shall have the required skills and capacity necessary to perform or cause to be performed the Work in a timely and professional manner, utilizing sound engineering principles, project management procedures and supervisory procedures, all in accordance with this Agreement, Applicable Laws and Prudent Industry Practice. Prior to the start of construction on the Site, and unless the Parties shall have previously agreed upon Contractor's selection of Subcontractors, Contractor shall submit to DTE a comprehensive list of all Subcontractors. Such list shall be kept current and revised and updated as necessary. DTE shall have the ability, in its sole discretion, to reject any Subcontractor proposed by Contractor. Contractor shall bind every Subcontractor to the terms and provisions of this Agreement to the extent applicable to such Party's work under this Agreement, including the requirements of [redacted] At DTE's request, Contractor shall remove any Contractor or Subcontractor personnel that DTE in its sole discretion deems incompetent, disorderly, insubordinate, careless or otherwise objectionable, without cause, at any time.

12.3 Prompt Payment of Subcontractors

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

12.4 [redacted]

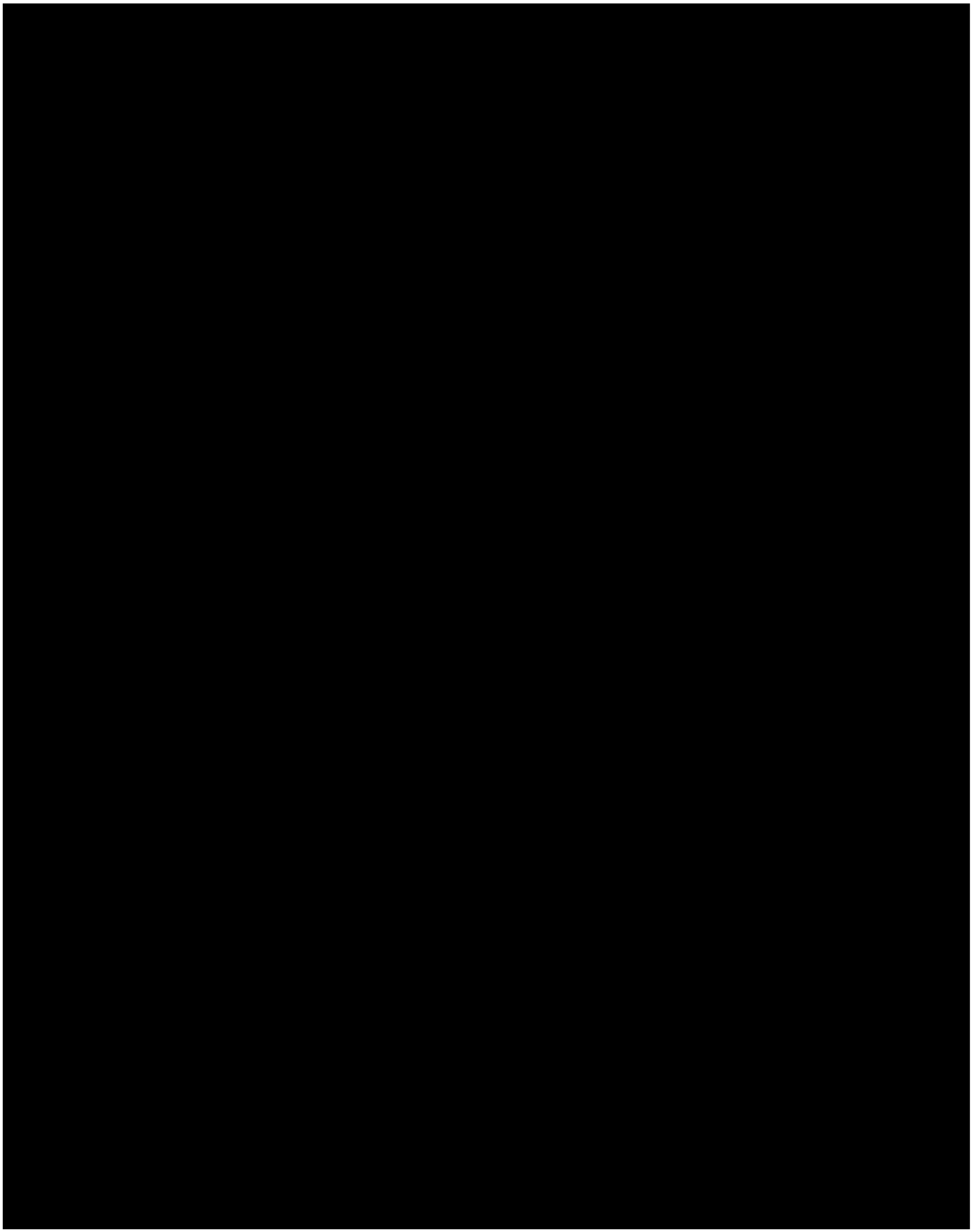
[redacted]

12.5 Responsibility

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

ARTICLE 13

[redacted]



[redacted]

ARTICLE 14
INSURANCE

Contractor shall maintain until Final Completion, the insurance coverage requirements set forth in [redacted], and all such other insurance as required by Applicable Laws. Workers' Compensation, Automobile Liability, CGL and Excess/Umbrella Liability coverages shall be maintained through the term of the Contractor Warranty Period. Evidence of coverage will be provided to DTE prior to DTE's issuance of the Notice to Proceed via a certificate of insurance. Owner shall maintain the insurance coverage requirements set forth in [redacted].

ARTICLE 15
FORCE MAJEURE

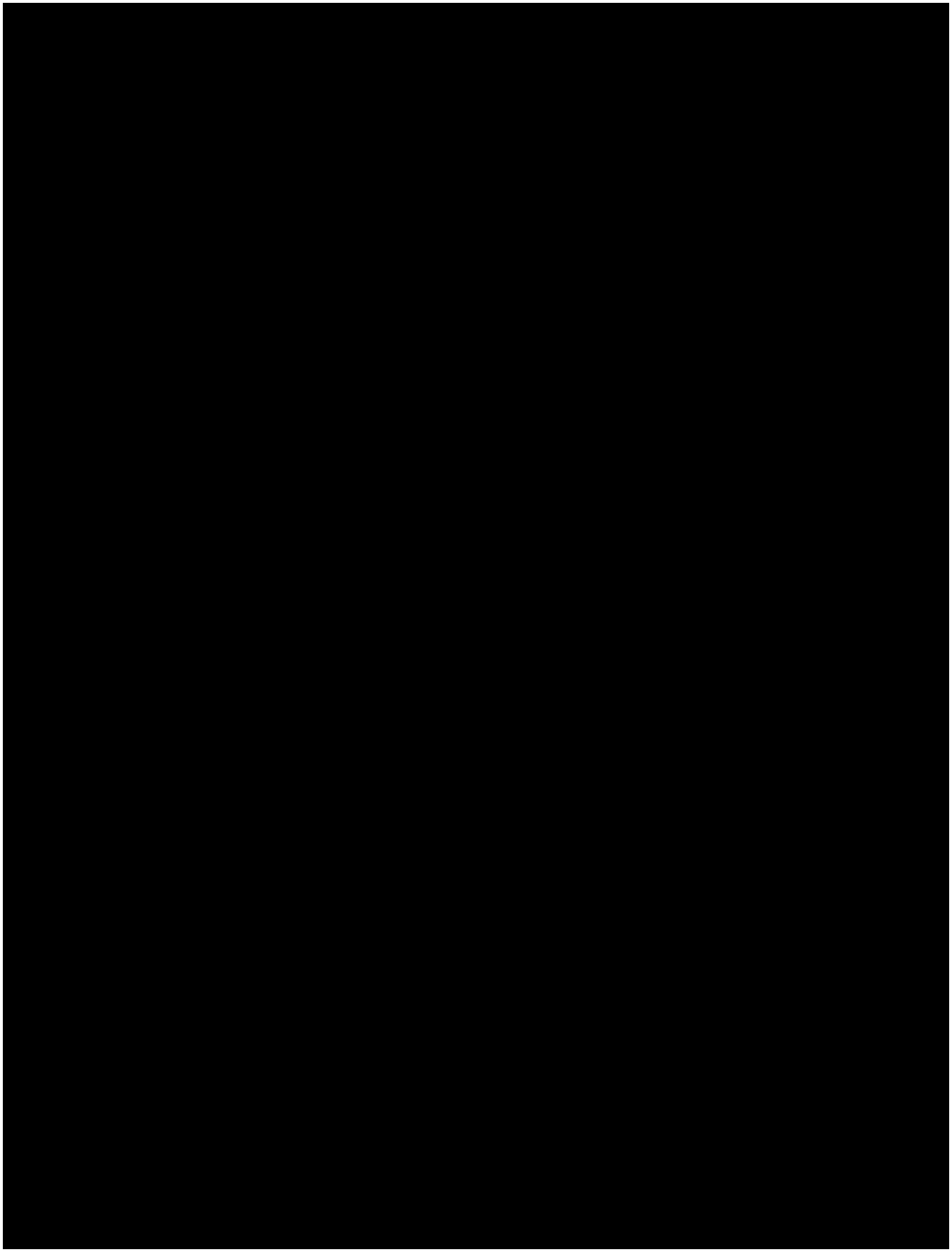
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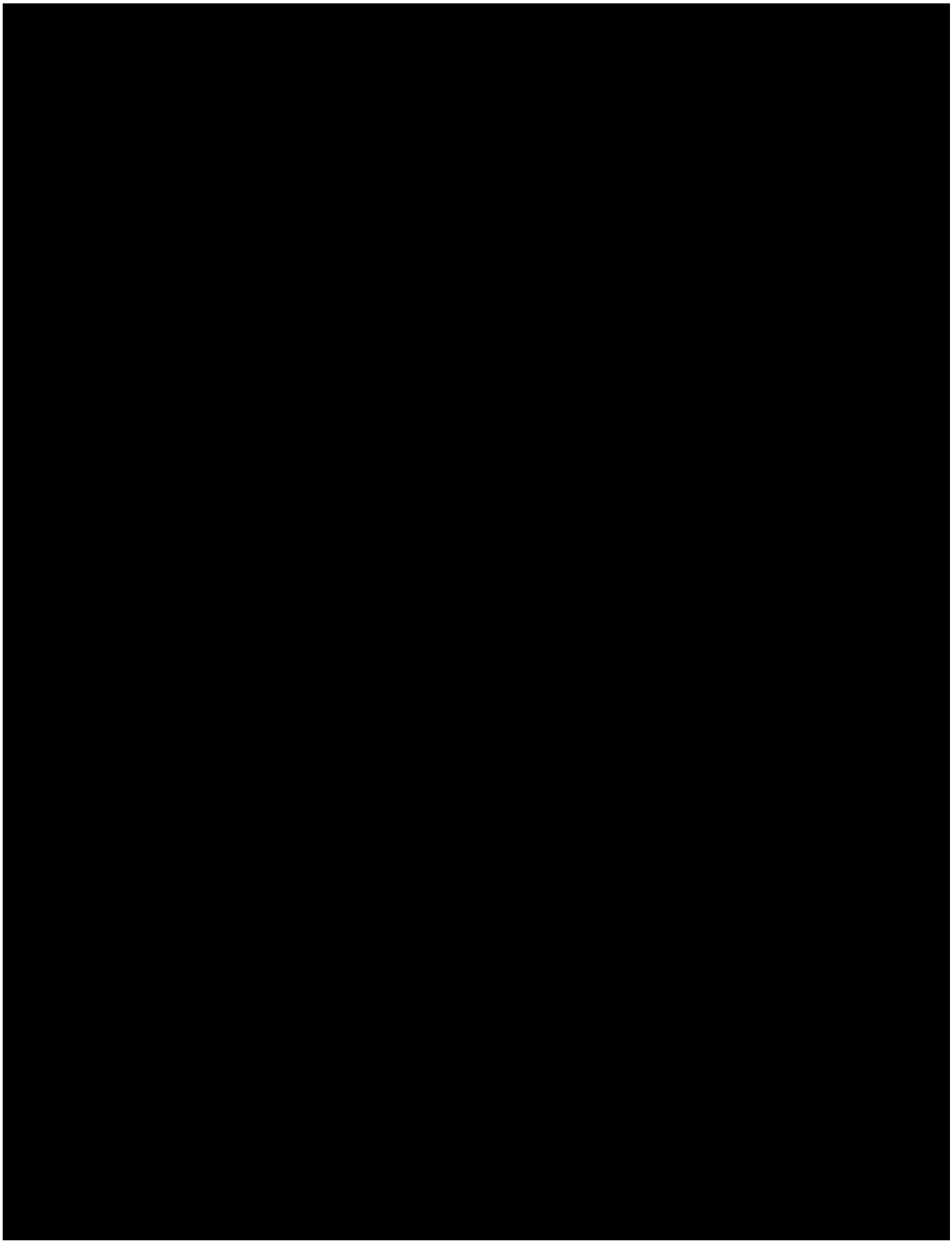
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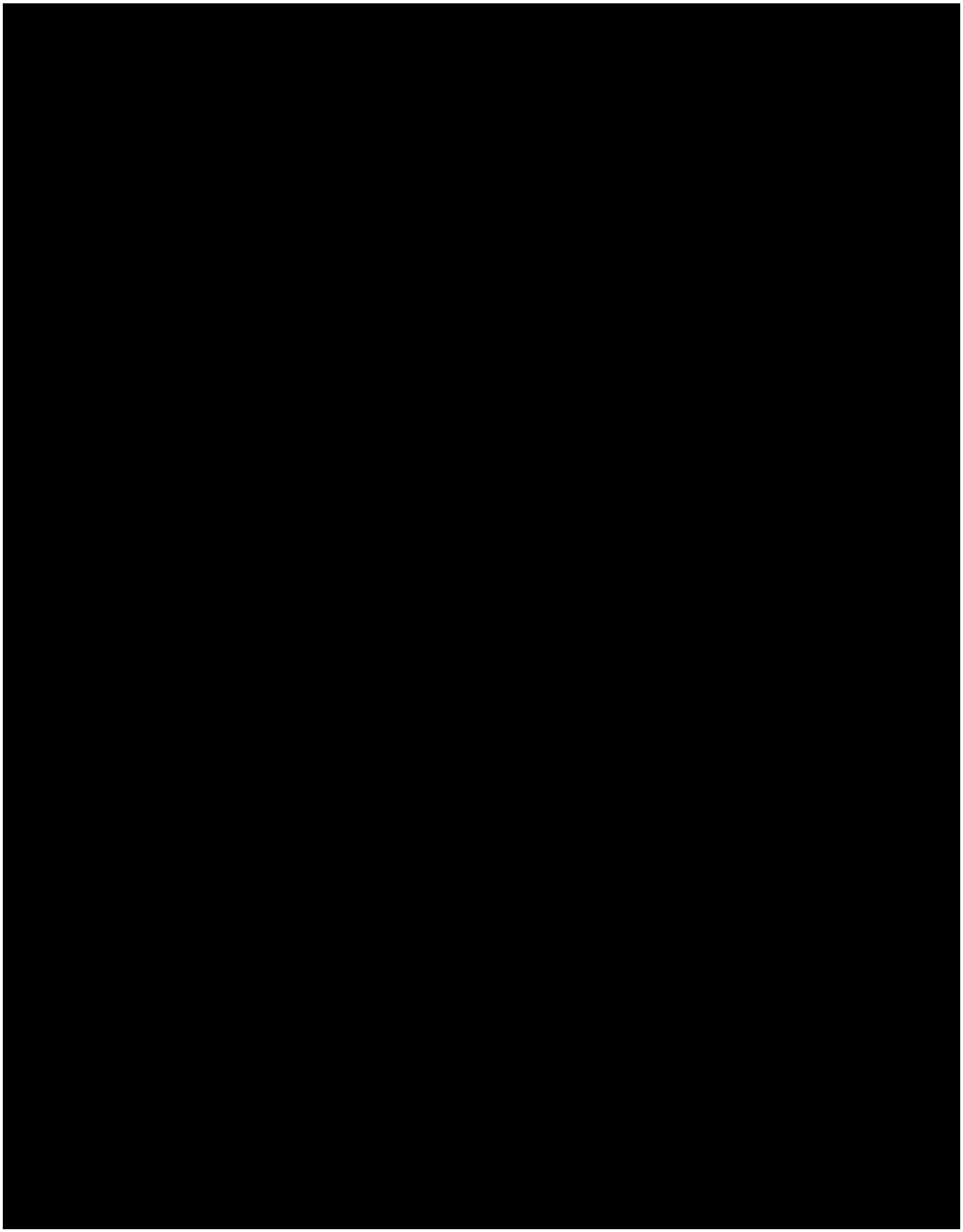
ARTICLE 16

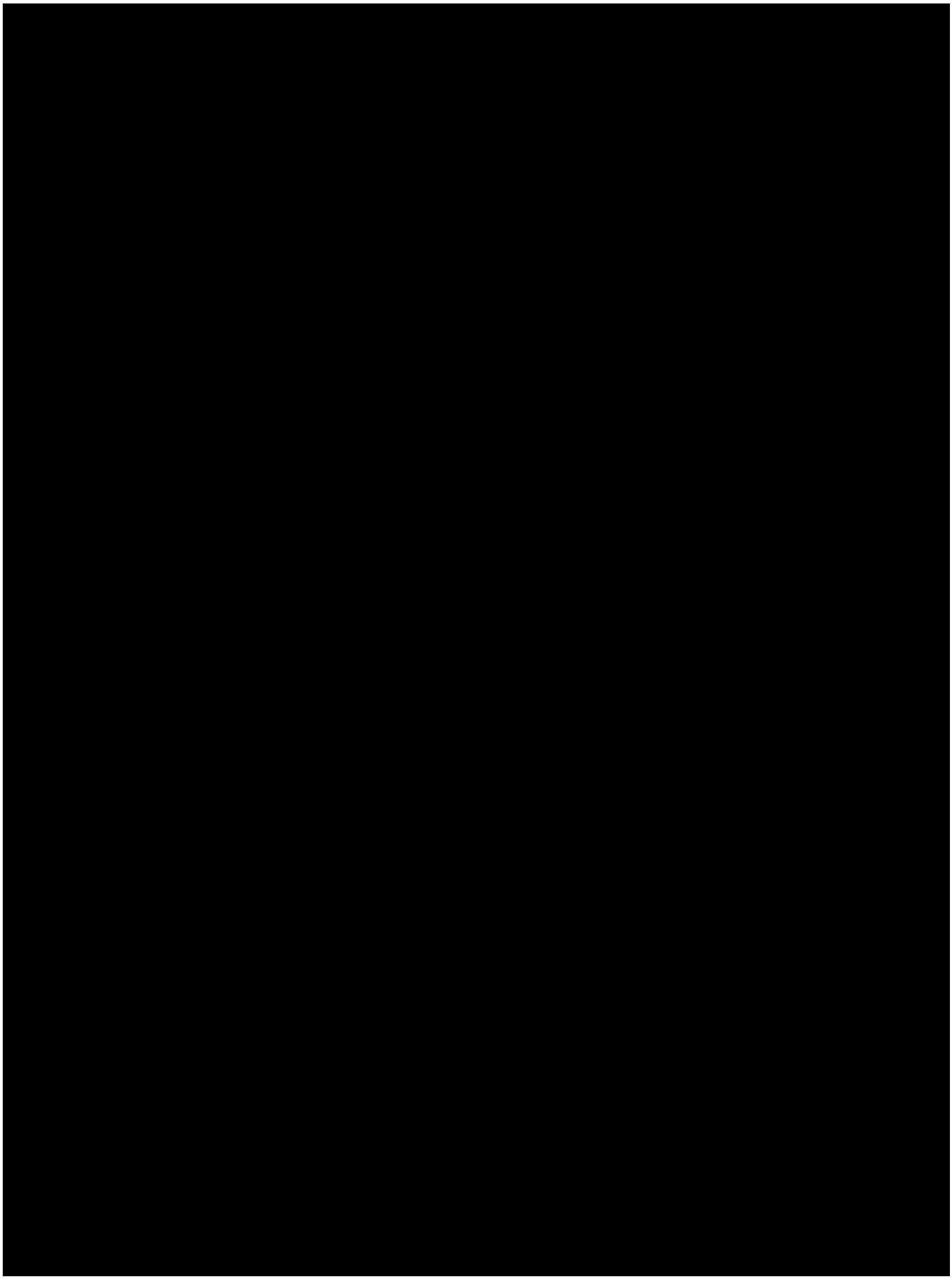
[redacted]

[redacted]









[redacted]

ARTICLE 17

[redacted]

17.1 [redacted]

[redacted]

[redacted]

17.2 [redacted]

[redacted]

17.3 [redacted]

[redacted]

ARTICLE 18

[redacted]

[redacted]

ARTICLE 19

[redacted]

[redacted]

[redacted]

[redacted]

ARTICLE 20
MISCELLANEOUS

20.1 Assignment

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

20.2 Agreement Construction

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

20.3 Binding Effect

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

20.4 Independent Contractor

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

20.5 No Waiver

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

20.6 Severability

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

20.7 Entire Agreement; Survival

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

20.8 Governing Law; Jurisdiction

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

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

20.9 Notice

Any notice required or permitted hereunder shall be deemed received (i) [redacted] such notice is delivered personally, (ii) [redacted] deposit in the U.S. Mail; provided such notice is sent by certified mail with a return receipt request and postage prepaid or (iii) [redacted] 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. [redacted]

If to DTE:

with a copy to:

DTE Electric Company
[redacted]

If to Contractor:

J. Ranck Electric, Inc.
[redacted]

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.

20.11 [Reserved]

20.12 [redacted]

[redacted]

[redacted]

20.13 [redacted]

[redacted]

20.14 [redacted]

[redacted]

20.15 [redacted]

[redacted]

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].

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

CONTRACTOR:

J RANCK ELECTRIC INC

By: _____

Name: Jordan Wilcox

Title: Contracts Manager

DTE:

DTE ELECTRIC COMPANY

By: _____

Name: DJ Wagner

Title: Sr. Supply Chain Manager

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BESS ENGINEERING, PROCUREMENT AND CONSTRUCTION

MASTER SERVICE AGREEMENT

BETWEEN

DTE ELECTRIC COMPANY

AND

Burns & McDonnell Michigan, Inc as Contractor

Docusign Envelope ID: 50A0BE19-AE7E-46EA-A35A-CE64EC7823EA

This BESS Engineering, Procurement, and Construction Agreement ("Agreement") is entered into as of December 05, 2025 ("Effective Date") by and between DTE Electric Company, whose principal address is One Energy Plaza, Detroit, Michigan 48226 ("DTE", "Company", or "Owner") and Burns & McDonnell Michigan, Inc., whose principal address is 2111 Woodward Ave., Suite 901, Detroit, MI 48201 ("Contractor") and sets forth the terms and conditions for any Work being performed by the Contractor.

RECITALS

A. DTE desires to own and operate battery energy storage systems located in the State of Michigan, as such systems may be more specifically described as a Project [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 this Agreement [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 battery energy storage 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

[redacted]

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ARTICLE 2
DEFINITIONS

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

"Agreement" has the meaning set forth in the opening paragraph, [redacted] in each case as the same may be amended or modified from time to time in accordance with the provisions hereof, including any Change Orders executed in accordance with this Agreement.

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

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

"Backfeed Availability" shall mean Contractor has made available sufficient backfeed power, including the ability to export energy from the BESS Equipment to the point of interconnection (or other agreed upon metered location) and to import energy at the same point of interconnection point.

"BESF" shall mean the entirety of the energy storage system, its electrical and mechanical components, support structure, enclosure(s), inverter(s), modules, meter(s), monitoring components, conduit, substation and other elements installed in the nature of the Work.

"BESS" shall mean the entirety of the battery energy storage system, its batteries, inverters, enclosures, HVAC system, electrical and mechanical components, meter(s), monitoring components and control software, SCADA System, conduit, fires suppression and other elements installed in the nature of the Work.

"BESS Equipment" means the equipment supplied by the BESS Supplier as set forth in [redacted].

"BESS Supplier" means the supplier of the BESS Equipment as set forth in [redacted].

"BESS Supplier Requirements" means the BESS Supplier's unloading, storage, transportation, installation, operation, maintenance, warranty and other requirements set forth in [redacted], as the same may be supplemented from time to time by BESS Supplier or Owner.

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

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

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

"Change Order" shall mean a Change to the terms of this Agreement signed by both Contractor and DTE that authorizes such amendment.

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

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

"Commissioning Plan" shall mean the plan presented to DTE by BESS Supplier prior to Contractor performing any pre-Commissioning activities, tests, or procedures as part of verifying designed and as built Project parameters during Commissioning by the BESS Supplier.

"Confidential Information" shall have the meaning set forth in [redacted]

[redacted]

"Contract Price" shall mean the amount of compensation as specified in [redacted] and corresponding to each Project, [redacted], that shall be paid by DTE to Contractor for performing the Work in accordance with the Agreement [redacted], including without limitation the Scope of Work [redacted] and Specifications [redacted], as such amount may be increased or decreased in accordance with Change Orders.

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

[redacted]

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

[redacted]

"Critical Path" means the logical sequence of activities in the Project Schedule pursuant to a Purchase Order (and any Change Order in connection therewith) using the Lowest Total Float Method and that represents the shortest time to achieve the Target Mechanical Completion Date.

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"Defect" shall mean any item of Work that prior to expiration of the Contractor Warranty Period, that contains a defect, deficiency, non conformity in, or fails to conform to Contractor's Warranty.

[redacted]

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

[redacted]

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

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

"Environmental Laws" shall mean all federal, State and local laws, whether common laws, court or administrative decisions, statutes, rules, regulations, ordinances, court orders and decrees, and administrative orders now or hereafter in effect relating to the environment, public health, occupational safety, industrial hygiene, any Hazardous Substance (including the testing, disposal, generation, manufacture, presence, processing, production, release, storage, transportation, treatment or use thereof), or the environmental conditions on, under or about the Site, as amended and as in effect from time to time including the following statutes and all regulations thereunder as amended and in effect from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. §§ 9601 et seq.; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300(f) et seq.; the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§ 1801 et seq.; the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976 ("TSCA"), 15 U.S.C. §§ 2601 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et seq. and Parts 111 (Hazardous Waste Management), 115 (Solid Waste Management), and 201 (Environmental Remediation) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; and any successor statutes and regulations to the foregoing.

[redacted]

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"Excused Delay" means a delay resulting from: (i) a Regulatory Delay or (ii) an Owner-Caused Delay, in each case only to the extent the actual delay resulted in a delay to the Critical Path of the Project Schedule.

"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 (iii) the discovery of man made objects in the subsurface of the Site that have a material adverse impact on the execution of the Work; and/or (iv) whether Owner or Contractor is providing the geotechnical investigation report, materially different subsurface conditions from the site specific subsurface data found and collected at the Project Site and documented in such geotechnical investigation report available as of the Effective Date [redacted], unless the same could reasonably have been observed from a visual inspection of the Site.

"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.

"Force Majeure" shall mean unforeseeable events beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which it has been unable to overcome despite the exercise of reasonably diligent efforts, including, without limitation, acts of God and the public enemy; acts of war, hostilities (including the effects of the hostilities between Ukraine and Russia, Israel and Hamas or Iran, or United States and Iran); pandemics; epidemics; quarantines; relocation or construction of interconnection facilities or the shutdown of such facilities for the purpose of necessary repairs; permanent or temporary relocation of the Project; natural disasters; fire; civil disobedience, sabotage, strikes (excluding strikes solely occurring among the employees or Subcontractors of a Party); rebellion, revolution, insurrection, mutiny, usurpation of the government, riot, or terrorist acts; expropriation, confiscation, or governmental acts or delays; natural or physical disasters (including National Oceanic and Atmospheric Administration named storms, hurricanes, tornadoes, lightning strikes impacting the Work in progress, sinkholes/karst (unless previously identified in a geotechnical investigation report prepared by either Party), floods, named storms, blizzards, Severe Local Storm as defined by the National Oceanic and Atmospheric Administration (NOAA) Glossary); and/or restraint by court order or public authority (whether valid or invalid), in each case, if not caused

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by the Party asserting the Force Majeure. COVID 19 related impacts at the time of the [redacted] Effective Date do not constitute a Force Majeure event unless the result of a Change in Law.

[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 Project.

"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 Project and/or the performance of the Work.

"Guaranteed Mechanical Completion Date" means the date identified in [redacted], as such date may be adjusted in accordance with the terms of this Agreement [redacted].

"Hazardous Substances" means any hazardous substances, hazardous wastes, or toxic substances, petroleum, petroleum byproducts, or derivatives, as those terms are defined and regulated under any Environmental Laws, or any similar state statute, regulation or order, and also including, without limitation, any per and polyfluoroalkyl substances (commonly referred to as "PFAS").

"Interconnecting Utility" means ITC Transmission.

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

"Key Personnel" means the personnel Contractor identifies in [redacted] as described in Section 12.1.1.

"Land Agreements" shall mean the lease, easement, or other real estate agreements which are entered into between Landowner and DTE for the applicable Project.

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

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

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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.

"Lowest Total Float Method" means the process used by Contractor and DTE in preparing the Project Schedule to identify those portions of the Work with zero total float.

"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 [redacted] issued by Contractor in excess of [redacted].

"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.

"Milestone Date" means the dates set forth in the Project Schedule applicable to each Project.

"Milestone Payment Schedule" means the milestone payment schedule attached hereto as [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, or 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 Project 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.

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

"Owner-Caused Delay" means (i) a failure (other than (a) any failure excused by a Force Majeure, or (b) any failure that does not materially impact Contractor's performance of any item of Work, or (c) any failure caused by a breach or delay by Contractor of its obligations under this Agreement) by DTE to perform any of its obligations under this Agreement that has a material adverse impact on the Project Schedule; (ii) a release of Hazardous Substances not by Contractor or Contractor's Subcontractors at the Site that causes a material delay in Contractor's performance of any item of Work; (iii) delays in completion of, or failure to complete, any Interconnection Work that is the responsibility of DTE or the Interconnecting Utility that causes a material delay in Contractor's performance of any item of Work; or (iv) delays caused by Owner Contractors, including a delay in the shipment of any Owner Supplied Equipment item, or nonconformance or nonperformance of Owner Supplied Equipment to the extent not directly caused by Contractor's failure to perform its obligations under this Agreement and that causes a material delay in Contractor's performance of any item of Work, including delays related to Commissioning activities performed (or due to be performed) by BESS Supplier or other Owner Contractors, *provided*, Contractor's Work shall be adjusted on a day for day basis for any delay to Contractor's Work caused by Owner.

"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 BESS Supplier and 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.

"Prevailing Wage and Apprenticeship Requirements" shall mean the requirements set forth in Section 48E(a)(2)(B)(ii)(III) of the Code, and any applicable regulations, notices or other guidance issued by the Internal Revenue Service or the Treasury Department with respect to thereto, including IRS Notice 2022 61 (collectively, and as may be subsequently supplemented by additional guidance or regulations from the Internal Revenue Service or Treasury Department), in each case as further described in [redacted].

"Project" shall mean each BESF and the substation (if applicable) to be designed, procured, and constructed pursuant to [redacted] this Agreement. References to "the Project" or "the applicable Project" in this Agreement mean the Project subject to the Purchase Order for the design, procurement, and construction of such Project.

"Project Schedule" shall mean the overall engineering, permitting, and construction schedule for the Work, prepared using the Lowest Total Float Method to establish the Critical Path, as further detailed in Section 3.4.1 and [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

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Project, 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.

"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 System(s)" shall mean the Supervisory Control and Data Acquisition System(s) 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 (as amended by approved Change Orders), attached hereto as [redacted].

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

"Site Readiness" shall mean that Contractor has reasonably prepared the Site for delivery of the BESS Equipment by completing the pile installation and/or pouring and sufficient curing of foundations (as applicable) for such BESS Equipment, and a suitable laydown area large enough, and with sufficient ingress and egress, for delivery of such BESS Equipment. [redacted]

"Site Readiness Date" means the date identified in [redacted], as such date may be adjusted in accordance with the terms of this Agreement.

"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].

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

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

"Substantial Completion Date" shall mean the date indicated as the Substantial Completion Date in the Substantial Completion Certificate as specified in Section 10.3.

"Target Mechanical Completion Date" means the date identified in [redacted], as such date may be adjusted by Contractor, from time to time, in accordance with the terms of this Agreement [redacted] with prompt notice to Owner (but without the need for Owner approval).

"Tax Credits" shall mean the investment tax credit pursuant to Section 48 or 48E of the Code, as applicable.

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

ARTICLE 3
RESPONSIBILITY OF CONTRACTOR

3.1 Performance of the Work

(a) Contractor shall fully perform the Work in accordance with the provisions of this Agreement. Such Work shall be performed in accordance with the Project Schedule [redacted] and in accordance with Prudent Industry Practice, provided, however, that in the event of any conflict between the requirements of this Agreement, [redacted] and Prudent Industry Practice, the more specific requirements shall govern Contractor's Work. Contractor shall perform all Work in accordance with applicable equipment manufacturers' requirements, including all requirements necessary to preserve and maintain in effect all warranties with respect to such equipment supplied by Contractor hereunder. Contractor shall perform the Work in accordance with all site

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access and personnel requirements set forth in [redacted], with all workmanship and safety requirements set forth in [redacted]), with the Scope of Work set forth in [redacted], in accordance with all Specifications as defined in [redacted], and with all Applicable Permits and all Applicable Laws.

[redacted]

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 Project, 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 Project (specifically excluding Materials, tools, and construction equipment necessary to complete any Punchlist items); and before final departure from the Site, in conformity with Applicable Laws, all remaining waste and rubbish generated during performance of the Punchlist Work excluding that generated by Owner Contractors, and all remaining Materials, tools, and construction equipment of Contractor or its Subcontractors, and leave the Site in clean and usable condition.

3.2.2 Site Access. As soon as practicable, DTE shall provide written notification to Contractor to allow access to the Site sufficient to enable Contractor's performance of the Work, not to extend past dates listed in [redacted]. 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, *provided*, when accessing the Site, DTE and its agents shall comply with Prudent Industry Practice and Contractor's safety plan to the extent applicable to such access.

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[redacted]

[redacted]

3.4 Project Pricing and Schedule

3.4.1 Project Schedule. The Project Schedule shall be developed (using the Lowest Total Float Method to identify the Critical Path) [redacted]

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[redacted]. Time is of the essence in the performance of the Work, [redacted]

[redacted]

3.5 Project Implementation

3.5.1 Engineering. Contractor shall execute the Work in accordance with the Specifications. Contractor shall deliver drawings and Specifications to DTE as such documents are prepared for DTE's approval as provided in [redacted]. DTE shall review and respond to each submission by Contractor [redacted] or as otherwise agreed to per the Project Schedule. Contractor shall make all such designs, drawings, and related documents available to DTE electronically and shall provide one hard copy as required in [redacted]. [redacted]

3.5.2 Permit Submittal. Following DTE's approvals as required under Section 3.5.1 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. [redacted] Such procedure shall be repeated as necessary until DTE approves the submitted Applicable Permit draft. The Parties expressly agree that DTE's approval of any applications for Applicable Permits in no way relieves Contractor of its obligations under this Agreement.

3.5.3 Procurement and Construction.

3.5.3.1 Contractor shall commence procurement of the Materials (excluding Owner Supplied Equipment) and the construction of the Project [redacted]. 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

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Applicable Permits, the BESS Supplier Requirements, the Interconnection Requirements, and all manufacturer requirements for the maintenance of all applicable warranties. Prior to commencing construction of the applicable Project, Contractor shall provide DTE with a copy of Contractor's safety plan which plan must satisfy all DTE's requirements set forth in DTE's Contractor Safety Handbook, [redacted] and DTE's Contractor Safety Standard, [redacted] as well as an evaluation and appropriate documentation of the safety record of any licensed Subcontractor that will be performing Work on the applicable Project.

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 Change Orders. Contractor will also be responsible for all means, methods, techniques, sequences, and procedures employed for the construction required [redacted]. Contractor shall provide for the on-Site handling of equipment and Materials and construction equipment, including, as necessary, visual inspection and, receiving and unloading.

3.5.3.3 Contractor shall cause Site Readiness to occur no later than the Site Readiness Date. Contractor shall unload, inspect, store and protect all Owner Supplied Equipment at the Site in accordance with the BESS Supplier Requirements promptly upon delivery of the same (but in any event in accordance with any reasonably required timeframe set forth in the BESS Supplier Requirements). If the conditions at the Site will not permit Contractor to unload, store and protect any Owner Supplied Equipment (including, without limitation, any BESS Equipment) at the Site, the Contractor shall unload, inspect store and protect such Owner Supplied Equipment in accordance with the written BESS Supplier Requirements at the laydown area or such other reasonable location agreed with Owner at the Site upon delivery thereto. Except when due to Owner-Caused Delay, Regulatory Delay, or other Change that impacts Contractor's ability to meet the Site Readiness Date, Contractor shall be responsible, at its sole cost and expense, for the transportation of the Owner Supplied Equipment after delivery of the same, including without limitation, transportation of such equipment from the Site (or laydown area or other agreed location, as applicable) to the designated storage location and from the same to the applicable foundation location for installation. Contractor shall assume care, custody and control of, and risk of loss or damage for, all Owner Supplied Equipment upon delivery to the Site, the laydown area or such other reasonable location (as applicable) at the Site. Pursuant to the terms of Article 13, Contractor shall bear responsibility for increased costs or schedule delays to the extent caused by and resulting from its failure to timely comply with its obligations under this Section 3.5.3.3, and shall indemnify and defend Owner against all third party claims, costs, and damages (including, without limitation, demurrage fees and penalties from any vendor, transporter, or supplier) arising from the same to the extent that such failure to timely comply is not caused by an Excused Delay, Force Majeure, or any other circumstance otherwise excused under the terms of this Agreement.

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3.5.3.4 Contractor shall notify Owner and the DTE Project Manager of the receipt of each Owner Supplied Equipment [redacted] after such receipt at the Site in the form acceptable to DTE, 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 accordance with the BESS Supplier Requirements, in a good and new condition and without visible defects or damage to the exterior packaging (*provided* that if any packaging appears damaged, Contractor will promptly examine the contents as soon as reasonably possible and report any damage to Owner); (ii) visibly matches the Specifications for such Owner Supplied Equipment set forth in the Owner Supplied Equipment Specifications; and (iii) was in the proper amounts. All damages must be documented by photographs and any Owner provided written requirements.

3.5.3.5 Contractor shall ensure that all equipment and Materials supplied by Contractor hereunder (which, for sake of clarity, does not include the Owner Supplied Equipment) 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.

3.5.3.6 [redacted]

3.5.3.7 [redacted]

3.5.3.8 [redacted]

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[redacted]

3.5.3.9 [redacted]

3.5.3.10 [redacted]

3.5.3.11 [redacted]

3.6 [redacted]

[redacted]

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[redacted]

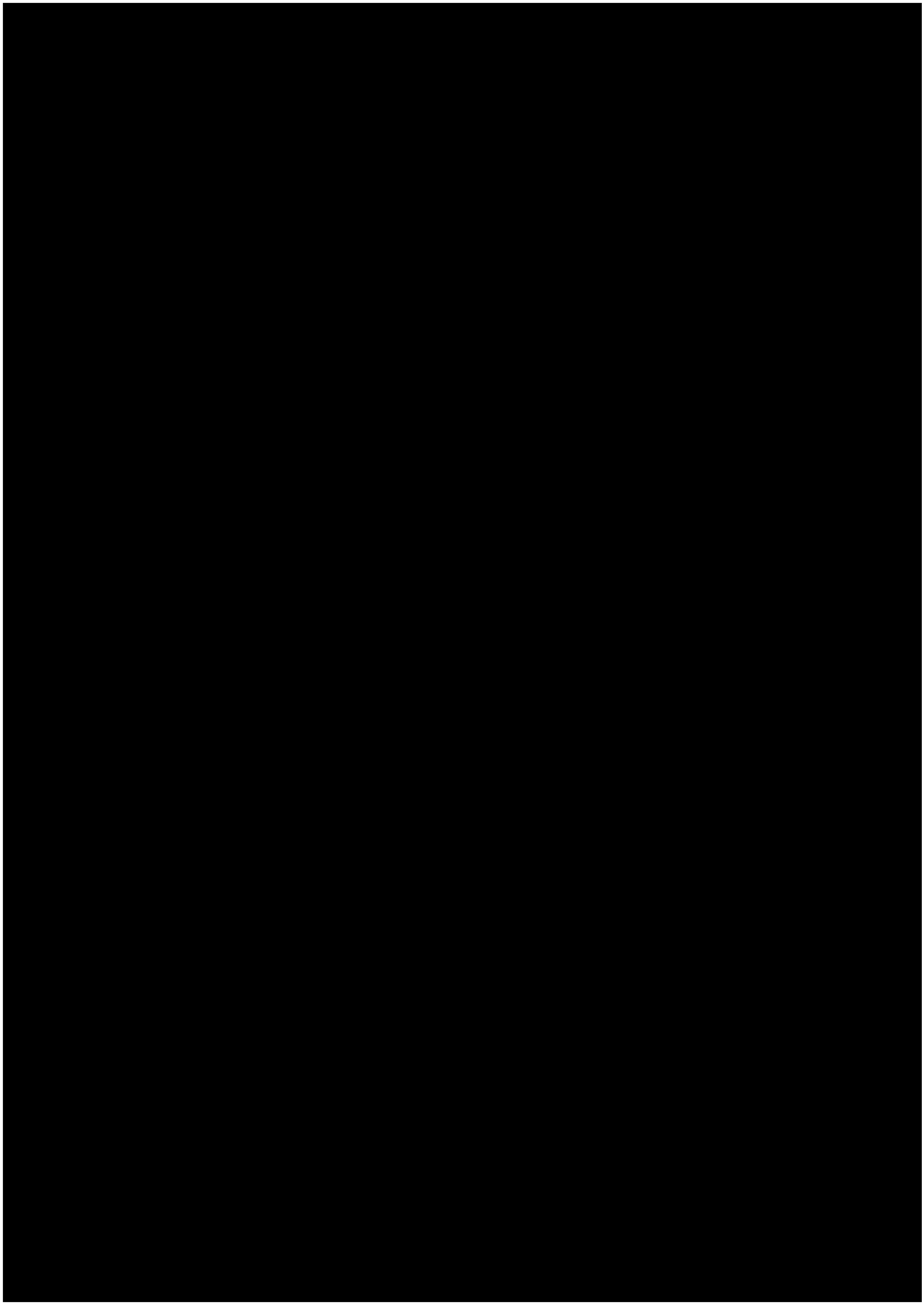
3.7 [redacted]

[redacted]

3.8 [redacted]

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ARTICLE 4
DTE OBLIGATIONS

4.1 Data Acquisition System Interconnectivity Requirements

DTE shall be responsible for obtaining for the benefit of the Project, at DTE's sole cost and expense, the internet communication service necessary for the operation of the SCADA System up to a defined Network Access Point to which the SCADA System will be connected. Contractor shall design the Project 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 System that supports industry standard data interface protocols (OPC, Modbus, DNP etc.)

4.2 Contractor Assistance

DTE shall:

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

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Project 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 Project 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
PAYMENTS

5.1 Contract Price

The Contractor shall be compensated per the pricing provisions as set forth in Contract Price Milestone Payment Schedule, [redacted]. Payment will be based on Contractor's progress in completing the Work as further defined in [redacted] and invoicing will be in accordance with Section 5.4.

5.2 [redacted]

[redacted]

5.3 [redacted]

[redacted]

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[redacted]

5.4 Invoicing and Payments

Contractor shall submit a monthly invoice to DTE [redacted] which invoice shall identify the progress toward completing the Work that Contractor contends it made during the previous month and the amount of the payment Contractor is seeking for such progress in accordance with the Milestone Payment Schedule. Contractor and each Major Subcontractor shall provide, with each invoice submitted, sworn statements and Lien waivers in the form required by the Construction Lien Act, Act 497 of 1980, MCL 570.1101. Contractor acknowledges and agrees that, in addition to the other invoicing requirements set forth in this Section 5.4, upon receipt of Contractor's invoice, DTE will take whatever steps it deems reasonably necessary to verify the completion of the Work contended by Contractor in its invoice. DTE shall promptly notify Contractor of any disputed items and shall make payment of all undisputed amounts due Contractor [redacted] after its receipt of an invoice and accompanying affidavits, conditional Lien waivers, and sworn statements as required by this Agreement. All payments shall be made by electronic funds transfer to an account as designated by Contractor to DTE. Additionally, Contractor shall submit an unbilled liability statement to Owner [redacted] outlining charges incurred for the month but not yet billed. Contractor shall provide unconditional Lien waivers with issuance of the final invoice to be issued at Final Completion.

5.5 [redacted]

5.6 [redacted]

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[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 Tax Payments

Unless otherwise provided in this Agreement, Contractor shall pay all Michigan sales and use taxes on all Materials used in performing the Work. If Contractor is purchasing Materials pursuant to this Agreement, Contractor will provide an executed Sales and Use Tax Affidavit in the form attached hereto as [redacted] confirming that DTE's payments under the Agreement includes all applicable sales and use tax and that such taxes have been remitted to the proper taxing authority. Certain Materials purchased pursuant to this Agreement may be exempt from sales tax by reason of industrial processing. If Contractor (or its Subcontractors) acquire Materials that will be incorporated into the Work or that are for DTE's use, then only for the purpose of the tax exemptions listed in this Section, Contractor (or its Subcontractors) is/are acting as DTE's agent in acquiring such Materials. Electrical generation Materials and equipment qualify for an industrial processing exemption from Michigan sales and use tax, the amount of such tax exempted to be determined on a Project by Project-basis in the DTE-provided exemption certificate. Contractor (and its Subcontractors) doing industrial processing work on behalf of DTE can apply for this exemption when purchasing certain Materials under this Agreement.

[redacted]

5.9 Federal Contracting Certifications

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

ARTICLE 6
WARRANTY/LIMITATION OF LIABILITY

6.1 Contractor Warranty

6.1.1 [redacted] Contractor warrants that (a) the Work will be free from Defects in workmanship under normal operating conditions, and shall conform to the Scope of Work and all other requirements of this Agreement (the "Contractor Warranty"), and (b) all material (excluding Owner Supplied Equipment), equipment, and/or supplies furnished or procured by Contractor and/or incorporated into the Project will be new and in conformance with the requirements of this Agreement, including the Scope of Work. Without limiting Contractor's other warranty obligations during the Contractor Warranty Period, Contractor shall, for the protection of DTE, and to the extent of the Subcontractor's scope of the Work, obtain from all Subcontractors from which Contractor procures machinery, equipment or Materials or Work, warranties and guarantees with respect to such machinery, equipment, Materials or Work materially consistent with the foregoing, which shall be made available to DTE as of the date of Mechanical Completion to the full extent of the terms thereof; *provided*, *however*, that the inability of Contractor to obtain such warranties or guarantees shall not limit or reduce Contractor's obligations under this Agreement. Contractor shall at all times perform its Work, including construction, installation, commissioning, operation or maintenance activities, in accordance with this Agreement and Prudent Industry Practice and in a manner consistent with all such warranties, and Contractor shall not perform any actions that may violate such warranties. All Subcontractors', manufacturers', and suppliers' warranties and guaranties respecting any part of the Work and any Materials used therein shall be assigned to DTE upon the end of the Contractor's Warranty Period. Once assigned, such warranties shall be deemed obtained by Contractor for the benefit of DTE.

6.1.2 Excluding Owner Supplied Equipment, Contractor shall, at its sole cost and expense, correct (or cause to be corrected through its qualified Subcontractors or through Manufacturers' Warranties) any failure or breach of the Contractor Warranty or take corrective action to cause the Work on the Project to conform to the Contractor Warranty and remedy all other resultant damage to the Project, subject to Section 3.2.3 in accordance with this Agreement during the Contractor Warranty Period, including, but not limited to, labor, time and travel and material costs, upon notice from DTE or otherwise upon Contractor becoming aware of such failure or breach, so long as such notice or awareness occurs prior to the end of the Contractor Warranty Period; [redacted]

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[redacted]

ARTICLE 7
PERMITS AND APPROVALS, COORDINATION

7.1 Permits and Approvals

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

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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	Delivery of Materials valued at more than $250,000 [redacted] Major Subcontractors	[redacted]
2	Start of Concrete Pour Activities	[redacted]
3	Cable/Piping Trench Closure	[redacted]
4	Excavation for Site drainage/new catch basin	[redacted]
5	Megger Testing	[redacted]
6	DTE Meter Installation	[redacted]
7	DC Test	[redacted]
8	AC Test	[redacted]

ARTICLE 8

[redacted]

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[redacted]

ARTICLE 9
CHANGE ORDERS

9.1 DTE Requested Change Orders

[redacted]DTE may request by Change Order any Change in the Work, whether such Changes are modifications, accelerations, alterations, additions, deletions or as permitted under this Agreement. All such Changes shall be made in accordance with this Article 9 and shall be considered, for all purposes of this Agreement, part of the Work. Contractor shall perform all Changes to the Work included in Change Orders issued by DTE and agreed to by Contractor in accordance with this Article 9. Changes initiated by DTE which increase the Contract Price shall be invoiced separately in accordance with Section 5.4.

9.2 [redacted]

[redacted]

9.3 [redacted]

[redacted]

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[redacted]

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

10.1 Punchlist

[redacted]

10.2 Mechanical Completion.

[redacted]

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[redacted]

10.3 Substantial Completion.

[redacted]

10.4 Final Completion.

[redacted]

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ARTICLE 11

[redacted]

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[redacted]

ARTICLE 12
KEY PERSONNEL AND SUBCONTRACTORS

12.1 Key Personnel

12.1.1 If requested by DTE, Contractor shall list the Key Personnel assigned to each Project and provide in [redacted]. Contractor shall not change a Key Personnel position, or the person appointed to such position without the prior written consent of DTE, which shall not be unreasonably withheld. The following exceptions apply, and no prior written consent of DTE will be required if: Contractor is terminating the Key Personnel in question with or without cause, Key Personnel has chosen to leave the employment of Contractor, or Changes are due to health reasons for the Key Personnel.

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

a) The replacement Key Personnel will be of substantially similar skills and experience as the departing resource and fit the labor category originally contracted.

b) DTE shall have the right to interview the proposed replacement Key Personnel prior to their assignment to the Project.

c) The replacement Key Personnel will be briefed/ramped up on the project at no cost to DTE.

d) The replacement of Key Personnel will be timely and seamless, as commercially practical with no delays in the Project Schedule.

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12.2 Authority to Subcontract

Contractor may delegate its duties and performance under this Agreement and shall have the right to enter into agreements with Subcontractors to perform the Work hereunder; *provided*, *however* that such delegations do not relieve Contractor from liability or its obligations to DTE under this Agreement. Subcontractors shall have the required skills and capacity necessary to perform or cause to be performed the Work in a timely and professional manner, utilizing sound engineering principles, project management procedures and supervisory procedures, all in accordance with this Agreement, Applicable Laws and Prudent Industry Practice. Prior to the start of construction on the Site, and unless the Parties shall have previously agreed upon Contractor's selection of Subcontractors, Contractor shall submit to DTE a comprehensive list of all Major Subcontractors. Such list shall be kept current and revised and updated as necessary. DTE shall have the ability, in its sole discretion, to reject any new Major Subcontractor proposed by Contractor. Contractor shall bind every Major Subcontractor to the terms and provisions of this Agreement to the extent applicable to such party's work under this Agreement, including the requirements of [redacted]. DTE shall notify in writing Contractor, in its reasonable discretion, if DTE deems an employee of Contractor or any Subcontractor disorderly, insubordinate, careless or otherwise reasonably objectionable and at DTE's request, Contractor shall remove any such Contractor or Subcontractor personnel.

12.3 Prompt Payment of Subcontractors

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

12.4 [redacted]

[redacted]

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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.

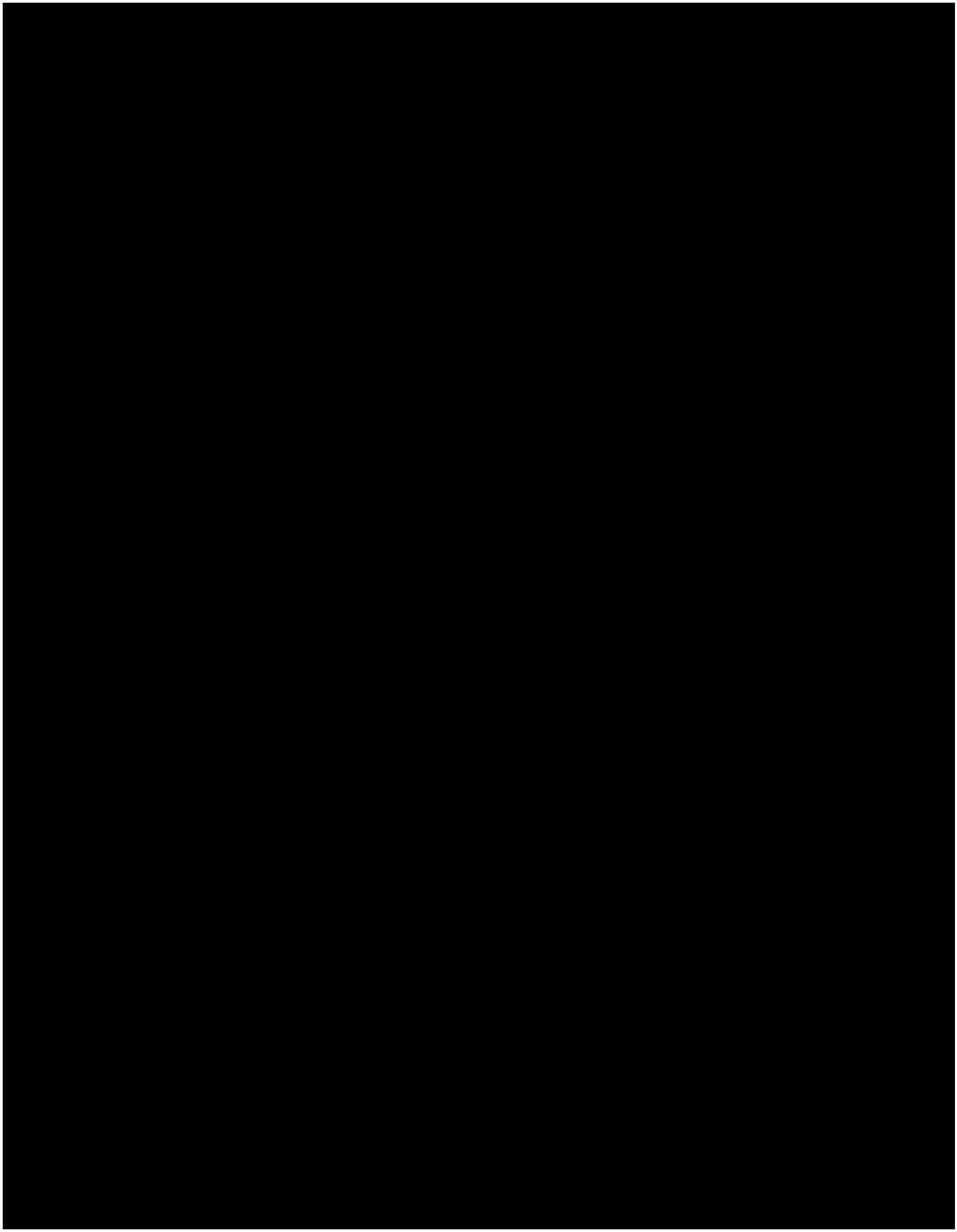
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ARTICLE 13

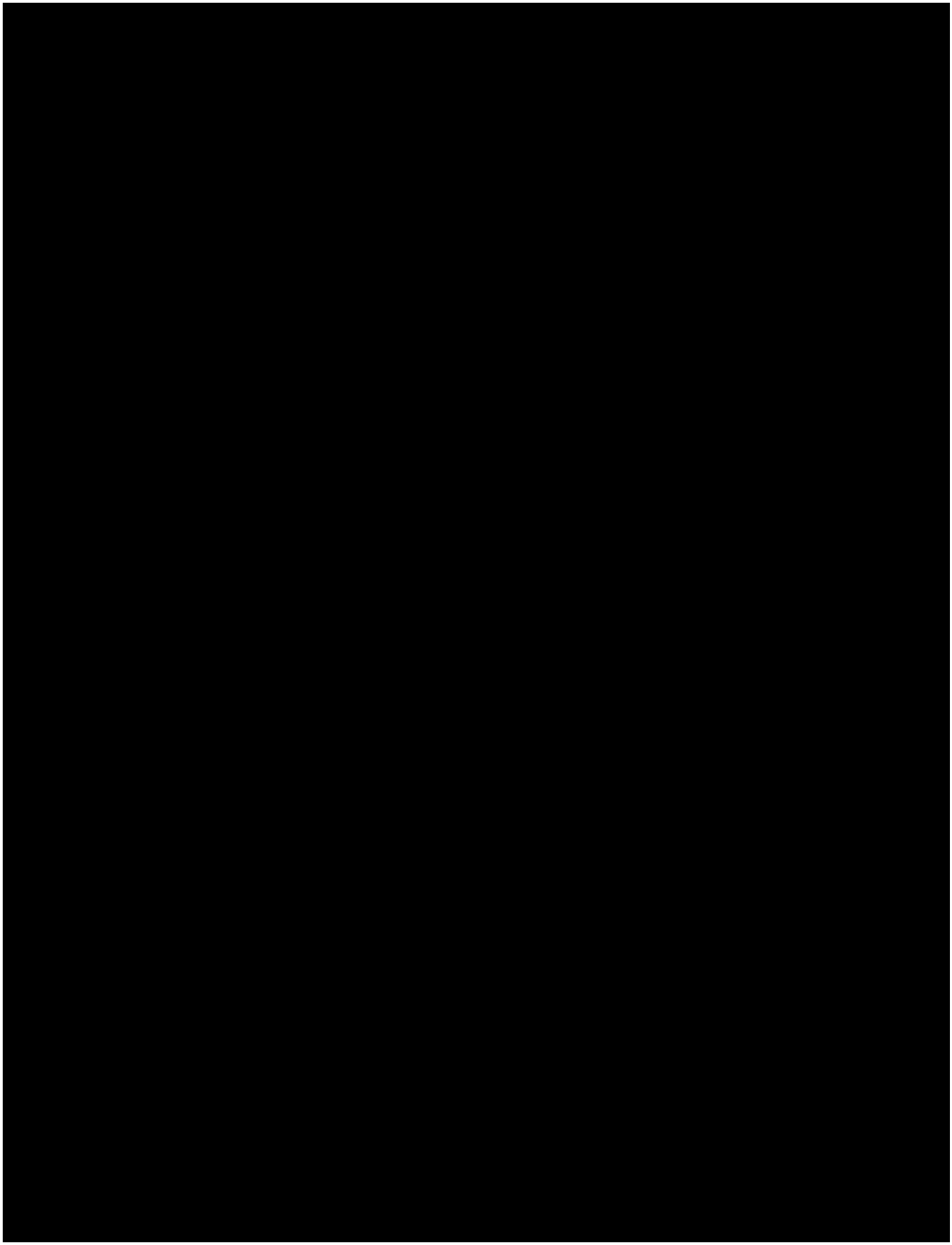
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ARTICLE 14
INSURANCE

14.1 Contractor's Insurance.

Contractor shall maintain until Final Completion, unless otherwise noted, the insurance coverage requirements set forth in [redacted], and all such other insurance as required by Applicable Laws. Workers' Compensation, Automobile Liability and CGL and Excess/Umbrella Liability coverages shall be maintained through the term of the Contractor Warranty Period. Evidence of coverage will be provided to DTE prior to DTE's issuance of the Notice to Proceed via a certificate of insurance.

14.2 Owner's Insurance.

Owner shall maintain the insurance coverage requirements set forth in [redacted].

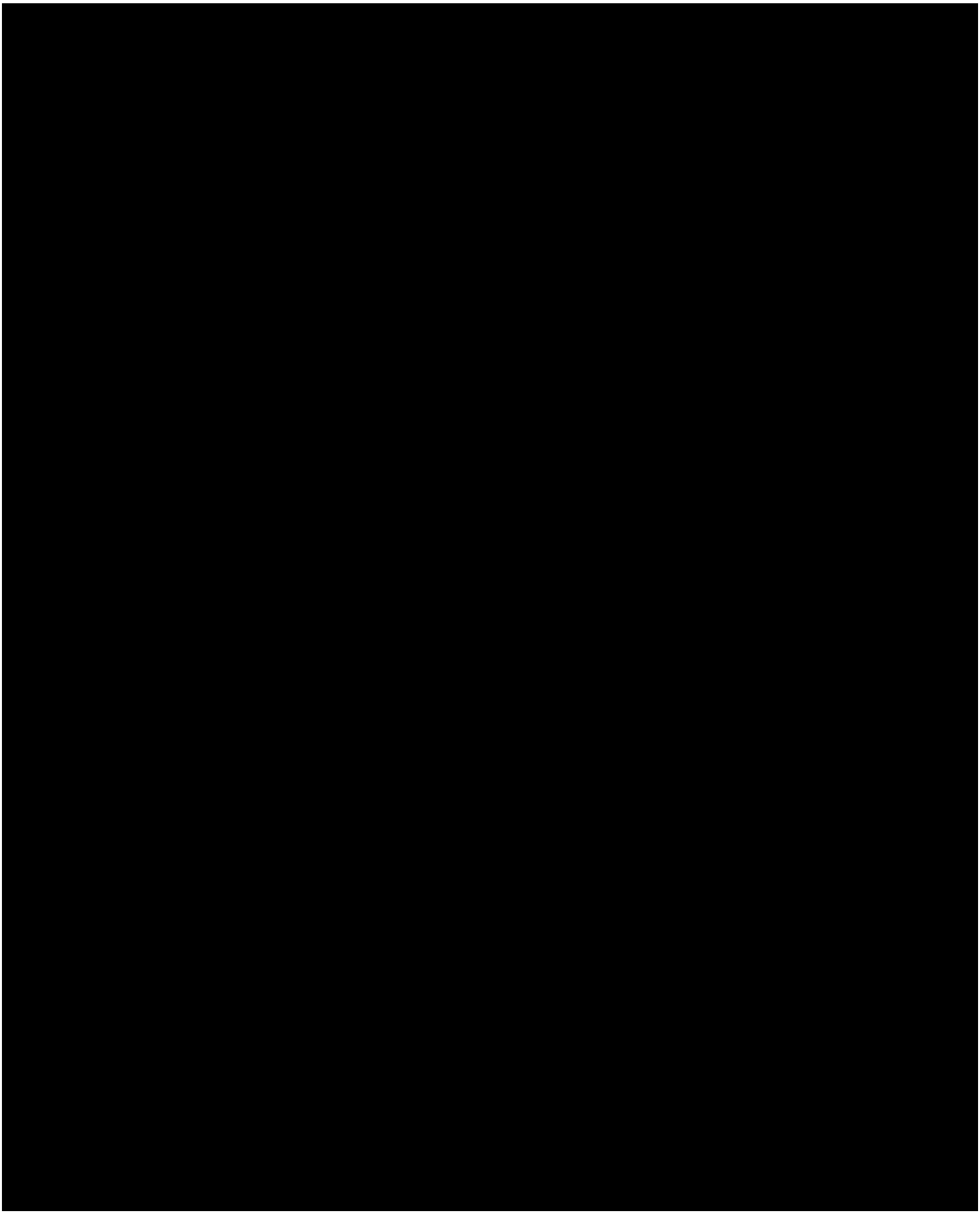
ARTICLE 15
FORCE MAJEURE

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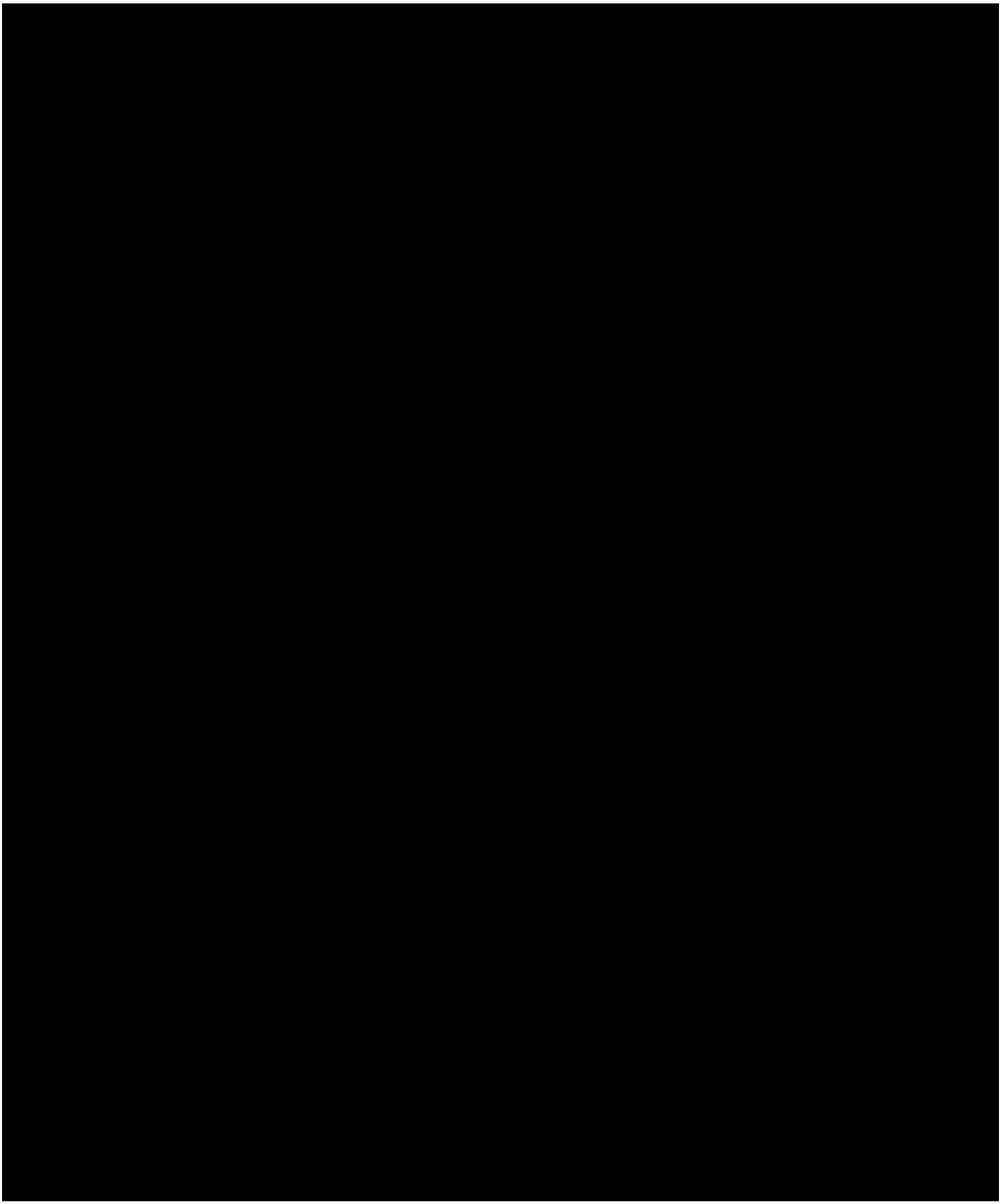
ARTICLE 16

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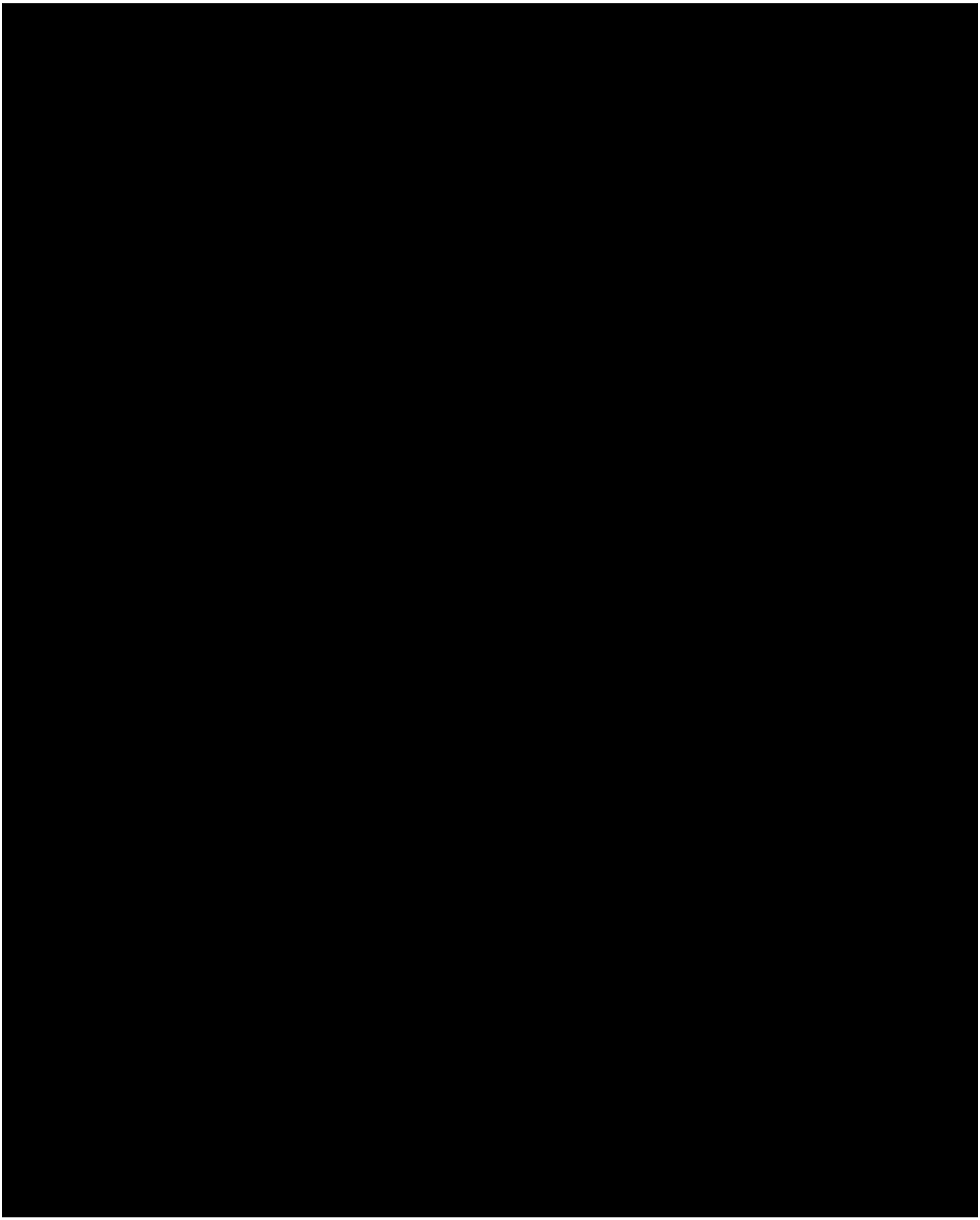
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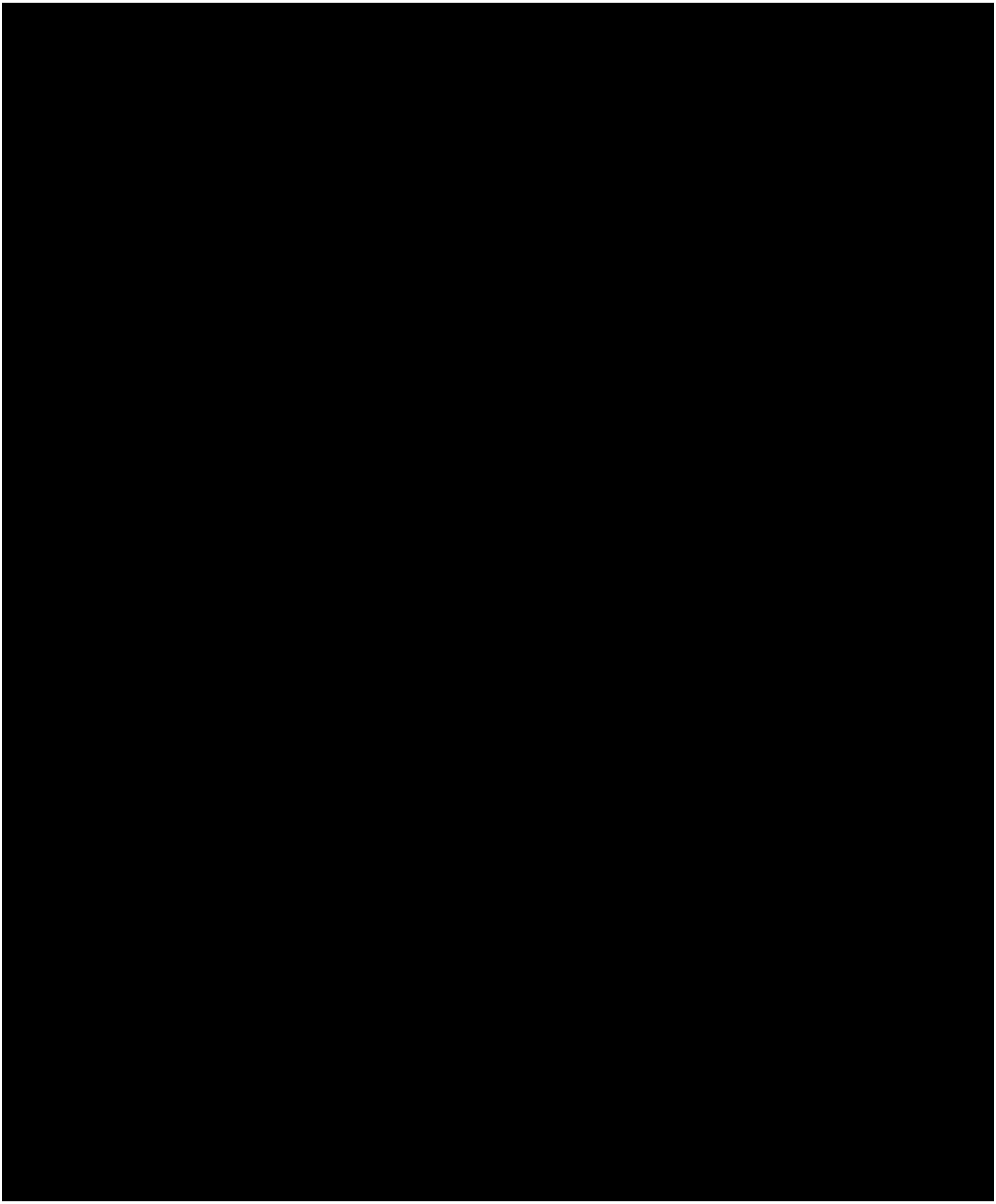
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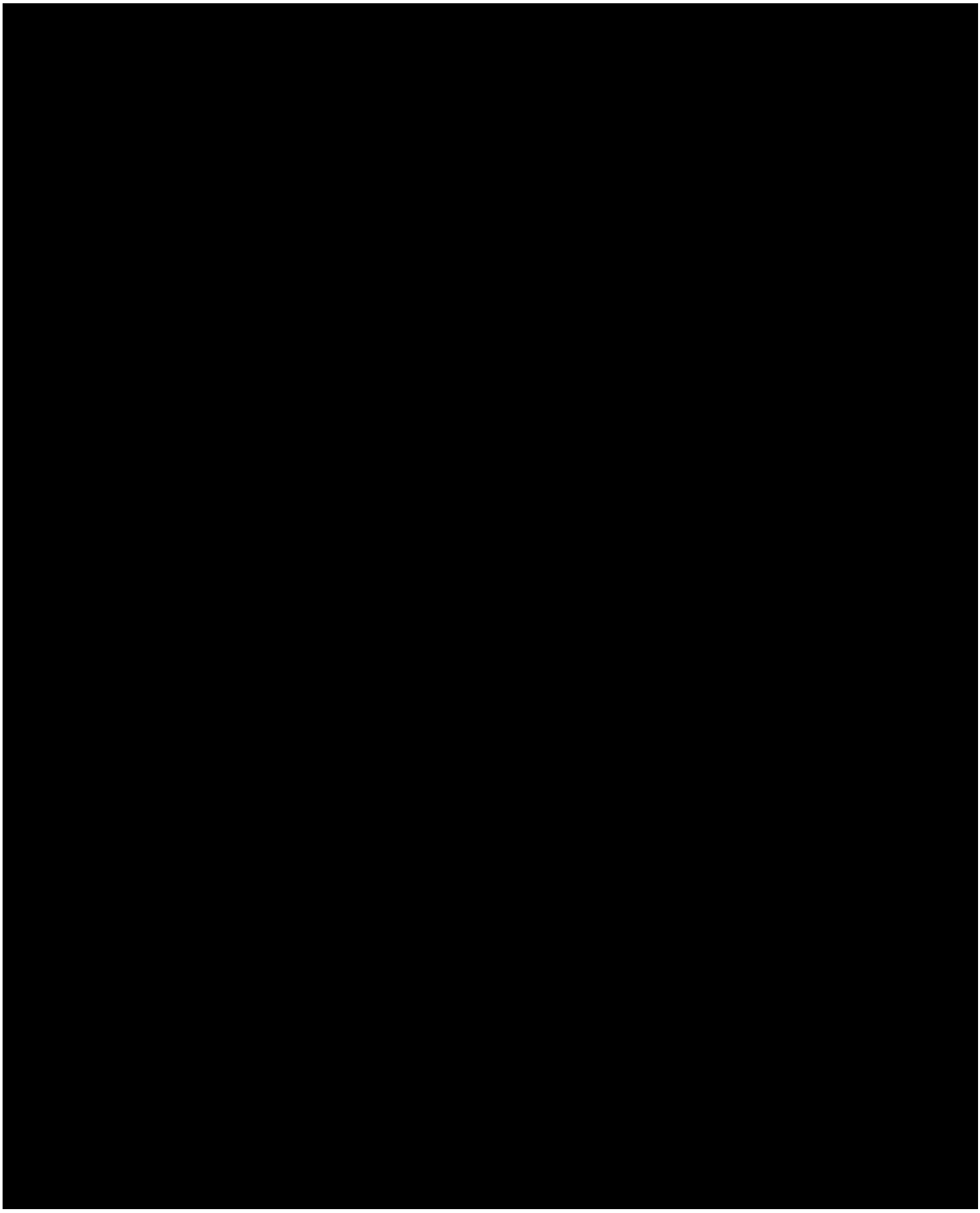
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[redacted]

ARTICLE 17

[redacted]

[redacted]

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[redacted]

ARTICLE 18

[redacted]

[redacted]

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ARTICLE 19

[redacted]

ARTICLE 20
MISCELLANEOUS

20.1 Assignment

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

20.2 Agreement Construction

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

20.3 Binding Effect

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

20.4 Independent Contractor

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

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

20.8 Governing Law; Jurisdiction

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

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

20.9 Notice

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

If to DTE:

DTE Electric Company
[redacted]

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[redacted]

with a copy to:

[redacted]

If to Contractor:

Burns & McDonnell Michigan, Inc.

[redacted]

with a copy to:

Burns & McDonnell Engineering Company, Inc.

[redacted]

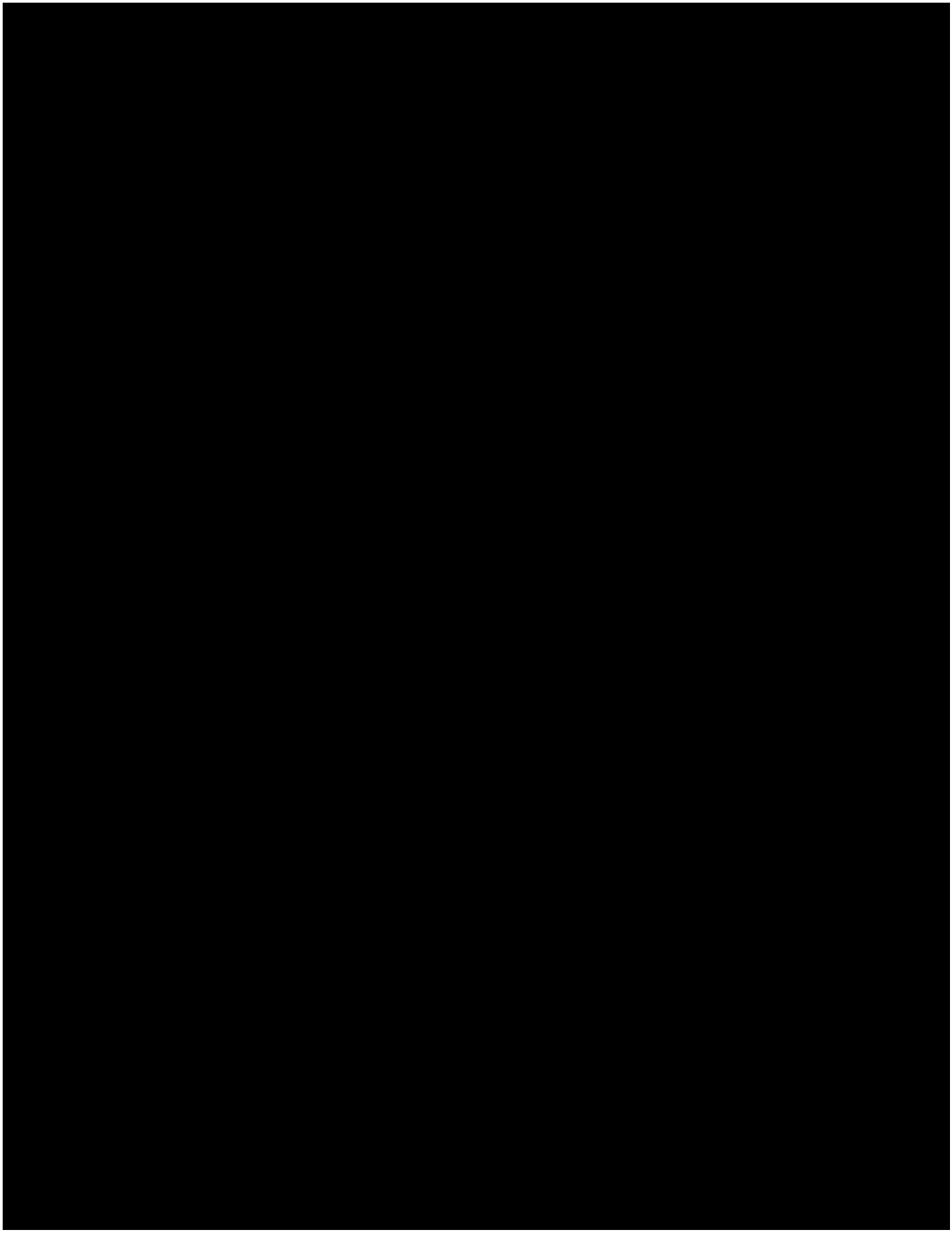
20.10 Headings

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.

20.11 [redacted]

[redacted]

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[redacted]

20.16 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].

[redacted]

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

CONTRACTOR:

BURNS & MCDONNELL MICHIGAN, INC.

DocuSigned by:
By: Adam Bernardi
C87A666EA2814FC...
Name: Adam Bernardi
Title: Business Line Director

Initial: DD DS: BL

DTE:

DTE ELECTRIC COMPANY

By:
Name: DJ Wagner
Title: Sr. Supply Chain Manager

EXECUTION VERSION

EQUIPMENT SUPPLY AGREEMENT

This Equipment Supply Agreement ("**Agreement**") is entered into as of January 9, 2026 (the "**Execution Date**"), by the Parties identified below in the Contract Summary and sets forth the terms and conditions under which LGESVT agrees to sell and Purchaser agrees to purchase BESS Equipment.

Contract Summary

Parties:

Purchaser: DTE Electric Company, a Michigan corporation registered to do business in the State of Michigan with its principal place of business located at One Energy Plaza, Detroit, MI 48226

LGESVT: LG Energy Solution Vertech, Inc., a Delaware corporation registered to do business in the Commonwealth of Massachusetts, with its principal place of business located at 155 Flanders Road, Westborough, Massachusetts 01581

Purpose:

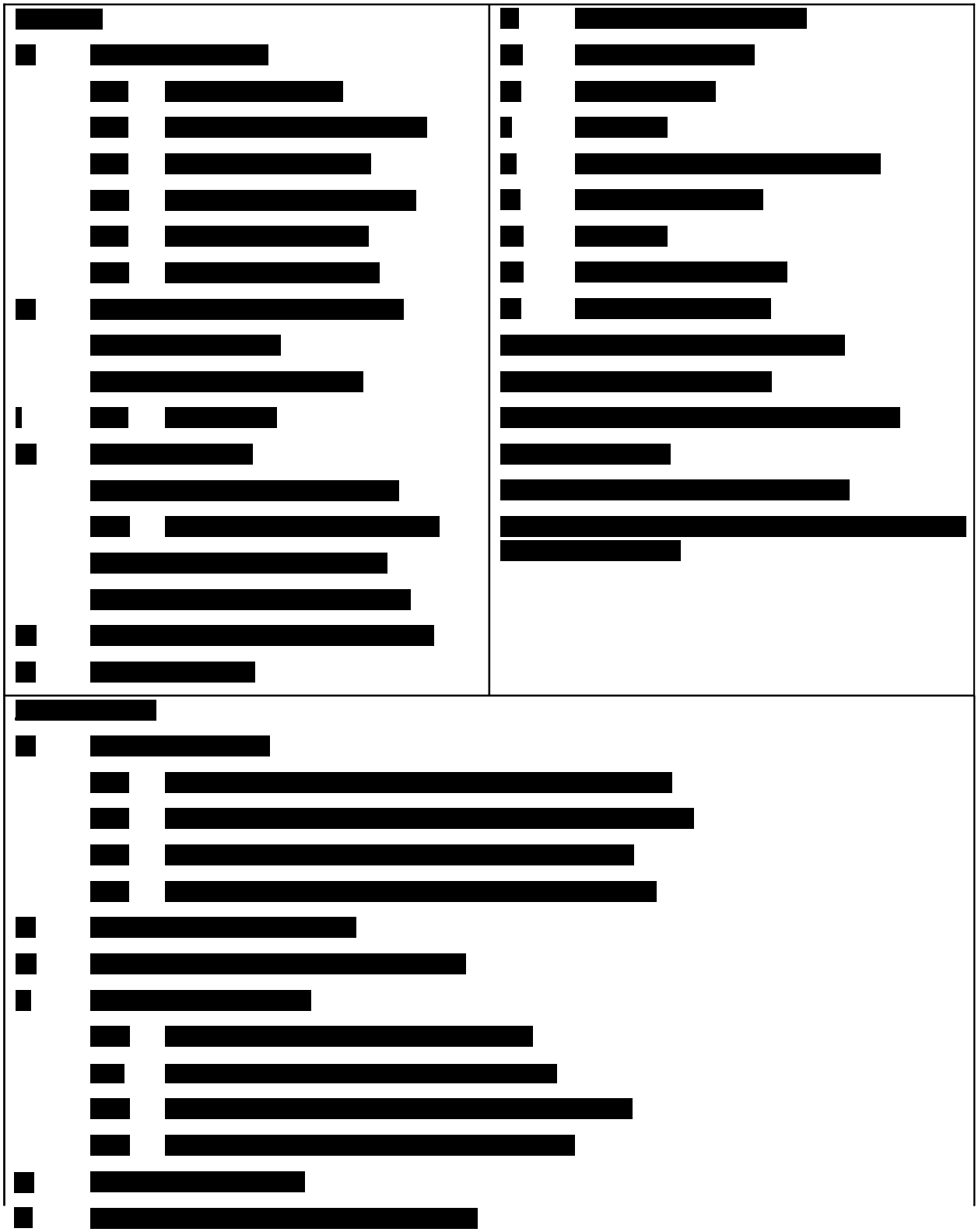
Purchaser is developing a fully integrated battery storage system referred to as a BESS (further defined in [redacted]), and desires to purchase the BESS Equipment (further defined in [redacted]) from LGESVT, and LGESVT desires to supply and commission the BESS Equipment, all as further defined by and in accordance with the terms and conditions set forth in this Agreement.

Site: [redacted]

Contract Price: See [redacted]

Effective Price: See [redacted]

[redacted]



TERMS AND CONDITIONS

1. RESPONSIBILITIES OF LGESVT

1.1 LGESVT's Work

LGESVT shall design, engineer, procure all BESS Equipment, start-up, commission, and test a fully integrated and operational BESS as set forth herein in accordance with the Milestone Completion Dates and Guaranteed Dates and in accordance with this Agreement. All drawings, plans and specifications provided as part of LGESVT Deliverables shall be kept by LGESVT in an orderly and catalogued fashion on the digital archive for reference by Purchaser during the performance by LGESVT of the applicable portion of the Work as set forth in [redacted].for reference by Purchaser during the performance by LGESVT of the applicable portion of the Work as set forth in [redacted].

1.2 Standard of Performance

LGESVT shall perform, or cause to be performed, the Work in a workmanlike manner, using new material, in compliance with the Requirements, and with respect to BESS Equipment, in compliance with its manufacturer's documentation (including the warranty provisions thereof), subject to the rights and obligations of this Agreement. If the standards or requirements derived from the foregoing are inconsistent with one another, LGESVT shall perform, or cause to be performed, the Work in accordance with the Statement of Work.

1.3 Progress Reports

LGESVT shall provide Purchaser with Monthly Progress Reports. In addition, LGESVT shall provide Purchaser with notice of each periodic meeting convened by LGESVT to review progress in performing the Work and Purchaser may attend and participate in any such meetings.

1.4 Insurance

LGESVT shall obtain and maintain insurance required in accordance with[redacted]

1.5 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

1.6 [redacted]

[redacted]

1.7 Spare Parts and Consumables

a. [redacted]

b. LGESVT shall store under its control commissioning spare parts ("**BESS Commissioning Spare Parts**") at the space provided by the Purchaser at the Site until BESS Final Completion. Upon and after BESS Final Completion, BESS Commissioning Spare Parts shall be retrieved by LGESVT, unless otherwise agreed with Purchaser.

1.8 LGESVT Deliverables

LGESVT shall prepare and deliver to Purchaser the LGESVT Deliverables as set forth in [redacted]. Purchaser shall review the LGESVT Deliverables and provide any comments to LGESVT within [redacted]. LGESVT shall have [redacted] to respond, and LGESVT shall incorporate Purchaser's comments into LGESVT Deliverables or respond as to why Purchaser's comments were not incorporated. [redacted]

1.9 Operating Manual

LGESVT shall submit for Purchaser's review a draft of the Operating Manual in accordance with the schedule in [redacted]. LGESVT shall submit to Purchaser the final Operating Manual in one (1) electronic copy. Until the BESS Substantial Completion Date, LGESVT shall update and revise the Operating Manual to reflect refinements or changes in operating or maintenance procedures, if applicable. The Operating Manual shall include all material procedures, specifications, and requirements to operate and maintain the BESS Equipment and its components.

1.10 Installation Support

LGESVT shall cooperate with and provide commercially reasonable advisory services to Purchaser, with respect to the installation of the BESS Equipment, from the commencement of installation until achievement of BESS Substantial Completion. LGESVT will: (i) give sufficient

information, instruction, and advice to the Purchaser as to the proper assembly, installation, startup, integration, commissioning, testing and operation of the BESS Equipment; and (ii) provide advice to the Purchaser as to the proper commissioning and conducting of BESS Commissioning Tests. If LGESVT observes any failure of any Purchaser to assemble, install, integrate, or commission any of the BESS Equipment, LGESVT will promptly inform Purchaser of such failure, and provide additional instructions, information, and advice in respect to the correction thereof. [redacted] For the avoidance of doubt, nothing in this Article shall be interpreted to require LGESVT to perform any direct installation work.

1.11 Labor and Personnel

LGESVT shall furnish all labor and personnel required for the Work, to be performed in a timely and professional manner. All labor and personnel performing Work at the Site shall comply with Purchaser's health and safety policies, and all reasonable rules and regulations with respect to the Site.

a. Qualified Personnel. LGESVT shall take all necessary and appropriate actions to ensure that all LGESVT personnel are competent and properly qualified to perform the Work assigned to them and licensed if required by Applicable Laws.

b. Good Faith Cooperation. LGESVT shall in good faith cooperate, schedule and coordinate performance of the Work with the work performed by Purchaser Provided Subcontractors and other contractors retained by Purchaser, and their respective subcontractors performing work on the Site, as not to delay or interfere with their work, LGESVT's Work, or with the timely completion of the Work.

c. [redacted]

d. Substance Abuse Program. In order to maintain a safe, healthy and efficient work environment, and to minimize absenteeism and tardiness, Purchaser requires that the Project Site be a drug and alcohol-free environment. Prior to commencement of Work on the Project Site, LGESVT must have a substance abuse program in place. LGESVT shall submit that program to Purchaser for review and approval at least ninety (90) Days prior to the commencement of the Work at the Site, and such program must be approved by Purchaser prior to commencement of Work at the Site, such approval not to be unreasonably withheld. LGESVT will test, and cause its Subcontractors to test, its employees working at the Site in accordance with its substance abuse program. Those employees will be subject to a drug and alcohol test based on their involvement in or cause of a reportable accident or incident which causes personal injury or property damage in accordance with Applicable Laws. Those employees will be subject to a drug and alcohol test based on a reasonable and articulated belief that the employee is using or has recently abused alcohol or drugs. All testing shall be paid for in full by LGESVT or its Subcontractor.

e. [redacted]

[redacted]

f. [redacted]

1.12 [redacted]

[redacted]

[redacted]

[redacted]

1.13 Safety, Quality Assurance

a. LGESVT shall take all precautions for the safety of LGESVT's personnel present at the Site. LGESVT shall comply with the Purchaser's Safety Plan set forth in [redacted]. During the performance of the Work, LGESVT shall be responsible for the oversight of all LGESVT's personnel at the Site and for the performance of the Work in accordance with the Site Safety Plan and with all Applicable Laws governing occupational health and safety, Applicable Permits, and Industry Standards.

b. On or before the dates set forth in [redacted], LGESVT shall develop a quality plan ("**Quality Plan**") in accordance with [redacted], *provided*, Purchaser shall have reasonable opportunity to comment on such Quality Plan and LGESVT will use good faith efforts to incorporate the Purchaser's relevant comments to the Quality Plan to the extent practicable. To the extent Purchaser's comments are reasonable changes to the Quality Plan developed by LGESVT and require any cost adjustment, LGESVT will invoice any cost adjustments to Purchaser.

1.14 Testing of the Work

LGESVT shall perform, or cause to be performed, all tests, approvals, and inspections of the Work in accordance with the Requirements and the BESS Commissioning Tests. Such tests, inspections and approvals shall be scheduled by LGESVT so as not to delay the progress of the Work. Purchaser shall provide continuous charge energy at the times and at the levels required for testing and commissioning the BESS and in accordance with [redacted], and Purchaser and LGESVT agree and acknowledge that the BESS Project Schedule is established under the condition of using such energy. [redacted]

1.15 Reserved.

1.16 Regulatory Approvals

LGESVT shall, to the extent commercially reasonable, act in good faith to cooperate with and assist Purchaser in acquiring all necessary regulatory approvals, including the MPSC approval, and shall exercise due diligence to the extent required to secure each such regulatory approval.

1.17 [redacted]

[redacted]

[redacted]

1.18 [redacted]

[redacted]

1.19 [redacted]

[redacted]

1.20 [redacted]

[redacted]

[redacted]

1.21 [redacted]

[redacted]

2. RESPONSIBILITIES OF PURCHASER

2.1 Purchaser Representative

[redacted] Purchaser shall designate a Purchaser Representative, who shall act as the single point of contact on behalf of Purchaser with respect to the prosecution and scheduling of the Work, day-to-day interactions and any issues relating to this Agreement. Purchaser may designate a new Purchaser Representative from time to time by a

Notice delivered to LGESVT and may from time to time designate by Notice other parties to act on behalf of Purchaser for any purpose under this Agreement.

2.2 Back Feed Power and Auxiliary Power

Purchaser shall complete the Interconnection Facilities to enable LGESVT to obtain power from the Interconnection Facilities and commence limited trial operation or testing and carry out testing of the BESS as provided under this Agreement.

2.3 Access to Site

Purchaser shall provide LGESVT and its Subcontractors required access on the Site as and when necessary for the performance of the applicable Work in accordance with the BESS Project Schedule, subject to the Site Safety Plan and Purchaser's reasonable written instructions to LGESVT regarding use of access points, gates, roads, easements, laydown areas, and subject also to reasonable coordination by LGESVT with Purchaser Provided Subcontractors regarding the same. [redacted]

2.4 [redacted]

[redacted]

2.5 [redacted]

[redacted]

2.6 Insurance

Purchaser shall obtain and maintain insurance required of Purchaser in accordance with [redacted]

2.7 Anticipated Mechanical Completion Date

Without limiting Purchaser's other obligations with respect to Mechanical Completion, Purchaser shall use commercially reasonable efforts to achieve Mechanical Completion by the completion date specified in [redacted], ("**Anticipated Mechanical Completion Date**"), [redacted]

[redacted]

2.8 [redacted]

[redacted]

2.9 Purchaser Provided Equipment; Utilities and Facilities

Purchaser shall make available to LGESVT on the Site sufficient on-site utilities and facilities such as electricity, water (including potable), gas, air, lighting, internet connection, security, dedicated office space for four (4) personnel, and secure storage for tools and parts, as reasonably necessary to support LGESVT in connection with the performance of the Work. Purchaser shall deliver to the Site all Purchaser provided Equipment and the other materials and services identified as Purchaser's responsibility in [redacted]. Purchaser shall perform all obligations that are identified as Purchaser's responsibility in [redacted] by the due date identified in [redacted] and [redacted] and ensure that such work by Purchaser Provided Subcontractors shall not interfere with LGESVT's performance of the Work.

2.10 [redacted]

[redacted]

2.11 [redacted]

[redacted]

2.12 [redacted]

[redacted]

3. [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

3.2 [redacted]

4. [redacted]

4.1 [redacted]

4.2 [redacted]

[redacted]

5. [redacted]

5.1 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

5.2 [redacted]

[redacted]

[redacted]

5.3 [redacted]

[redacted]

[redacted]

5.4 [redacted]

[redacted]

5.5 [redacted]

[redacted]

5.6 [redacted]

- [redacted]

- [redacted]

5.7 [redacted]

- [redacted]

- [redacted]

- [redacted]

- [redacted]

- [redacted]

- [redacted]

5.8 [redacted]

[redacted]

6. SCHEDULING OF THE WORK, COMMENCEMENT AND DELIVERY

6.1 Reserved.

6.2 [redacted]

- [redacted]
- [redacted]

6.3 [redacted]

- [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
- [redacted]

[redacted]

[redacted]

[redacted]

6.4 BESS Project Schedule

a. Submission. [redacted] after the Effective Date of this Agreement, LGESVT shall prepare and submit to Purchaser for its review and written approval, in the form of Exhibit C-3, a detailed project schedule for the Work using Primavera Project Planner (P6) or Microsoft Project, and the Critical Path Method as required herein, and upon Purchaser's written approval of such schedule, which approval shall not be unreasonably withheld, conditioned, or delayed, such schedule shall be the "**BESS Project Schedule**."

b. Requirements. The BESS Project Schedule shall be consistent with the Guaranteed Dates, including the Guaranteed Delivery Completion Date and the Guaranteed BESS Substantial Completion Date. The BESS Project Schedule shall, at a minimum, be detailed for all activities for the Work (including design, procurement, pre-commissioning, commissioning, testing, and startup).

c. Updates to BESS Project Schedule. After approval by Purchaser of the baseline BESS Project Schedule, LGESVT shall manage and provide updates no less frequently than once per month during manufacturing of the BESS Equipment, once per week during delivery of the BESS Equipment and during commissioning of the BESS Equipment, and otherwise once per month to reflect the actual progress to date; [redacted] Each monthly updated BESS Project Schedule shall be in the same detail and form as required

by the BESS Project Schedule and shall be submitted to Purchaser. LGESVT shall promptly correct any errors or inconsistencies in the updates to the BESS Project Schedule identified to LGESVT by Purchaser and resubmit a corrected monthly updated BESS Project Schedule for Purchaser's review.

6.5 Overall Project Schedule

Purchaser shall prepare and deliver to LGESVT a baseline Project schedule incorporating the BESS Project Schedule, developed using Primavera Project Planner (P6) or Microsoft Project and the Critical Path Method ("**Overall Project Schedule**"), and Purchaser shall deliver to LGESVT monthly updates to the Overall Project Schedule

6.6 [redacted]

[redacted]

[redacted]

[redacted]

6.7 Delivery and Protection of Equipment

a. LGESVT shall deliver the BESS Equipment to Purchaser at the Delivery Location in accordance with the BESS Project Schedule and [redacted]. LGESVT shall be responsible for the customs clearance, insurance, and Delivery and protection from harm during handling and shipment to ensure protection from in-transit damage to the applicable Delivery Location. [redacted]

b. [redacted]

[redacted]

c. [redacted]

d. Purchaser shall unload and store the BESS Equipment at the Delivery Location in accordance with LGESVT's instructions. [redacted] Purchaser shall inspect and inventory such BESS Equipment for damage or insufficiency in quantity or kind. If any of the BESS Equipment is found to be damaged or is insufficient in number or kind, Purchaser shall Notify LGESVT [redacted] after Delivery. If Purchaser fails to accept or reject any BESS Equipment [redacted] after Delivery, then Delivery of such BESS Equipment shall be deemed to have been achieved as of the date such BESS Equipment arrived at the Delivery Location. Purchaser shall not reject BESS Equipment for any cosmetic or non-material reasons, provided that such cosmetic damage does not interfere with the proper functioning of the equipment or a subcomponent of the equipment and provided further that LGESVT repairs such damage promptly after discovery.

e. Delivery Completion of the BESS Equipment shall occur when (i) LGESVT achieves Delivery in accordance with this Article and [redacted]; (ii) has delivered to Purchaser the corresponding bill of lading, packing slip, and all transit information for all BESS Equipment, as applicable; (iii) LGESVT has delivered to Purchaser a Delivery Completion Certificate; and (iv) Purchaser has countersigned the Delivery Completion Certificate (each of (i) through (iv), "**Delivery Completion**"). Purchaser shall, [redacted] after receipt of each such Delivery Completion Certificate, either countersign or reject the Delivery Completion Certificate. If Purchaser rejects LGESVT's Delivery Completion Certificate, it shall provide in writing, its reasons for such rejection. Thereafter, LGESVT shall take the appropriate corrective action. Upon completion of such corrective action, LGESVT shall provide to Purchaser a new Delivery Completion Certificate for approval. This process shall be repeated on an iterative basis until Purchaser accepts the Delivery Completion Certificate and delivers its countersignature to such Delivery Completion Certificate. The "**Delivery Completion Date**" shall be the date on which LGESVT signed and submitted the Delivery Completion Certificate accepted by Purchaser. [redacted]

[redacted]

6.8 [redacted]

[redacted]

[redacted]

[redacted]

6.9 [redacted]

[redacted]

6.10 [redacted]

[redacted]

7. MECHANICAL COMPLETION, BESS COMMISSIONING AND TESTING

7.1 Mechanical Completion

a. [redacted] LGESVT shall be entitled to witness tests and conduct inspections with respect to the applicable portion of the BESS

and either confirm such portion of the BESS is ready for BESS Commissioning, and Purchaser shall be responsible for satisfaction of the condition precedent for achieving Mechanical Completion to ensure proper operations of the BESS, as set forth in [redacted].

b. [redacted]

c. Upon the satisfaction of all requirements for Mechanical Completion, Purchaser shall provide LGESVT with a Mechanical Completion Certificate indicating the achievement of the conditions for the same, together with a report containing all information relevant to such achievement of Mechanical Completion. Following receipt of the Mechanical Completion Certificate, LGESVT shall conduct those investigations and inspections as it deems necessary or appropriate to determine whether Mechanical Completion has in fact been achieved. If LGESVT believes that Mechanical Completion has been achieved, LGESVT shall countersign and return to Purchaser a copy of the Mechanical Completion Certificate [redacted]

7.2 BESS Commissioning

a. BESS Commissioning Plan. LGESVT shall develop a BESS Commissioning Plan for the BESS in accordance with [redacted], which BESS Commissioning Plan shall be delivered to Purchaser no later than the date specified for such LGESVT Deliverable in [redacted] LGESVT shall perform its BESS Commissioning activities in accordance with the final BESS Commissioning Plan and in accordance with [redacted].

b. BESS Commissioning Tests. LGESVT shall perform and successfully complete the BESS Commissioning Tests in accordance with BESS Commissioning Plan. LGESVT shall perform the Work so that the BESS satisfies the performance and operational criteria with respect to the BESS Commissioning Tests, Performance Requirements prior to, and as a condition to, BESS Substantial Completion, in accordance with [redacted] and [redacted].

8. GUARANTEED DATES; COMPLETION MILESTONES; PUNCHLIST

8.1 Guaranteed Dates

a. LGESVT shall perform its portion of the Work in accordance with the Guaranteed Dates set forth in this Article and in [redacted]. The Guaranteed Dates shall not be adjusted [redacted]

b. Guaranteed Delivery Completion Date. LGESVT shall achieve Delivery Completion in accordance with Article 6.7 no later than the dates set forth in [redacted] ("**Guaranteed Delivery Completion Date**").

c. Guaranteed BESS Substantial Completion Date. LGESVT shall achieve BESS Substantial Completion of the Work [redacted] after the Mechanical Completion Date as set forth in the [redacted] ("**Guaranteed BESS Substantial Completion Date**").

8.2 Punchlist

a. Creation of Punchlist. LGESVT shall create and provide to Purchaser a list setting forth all Work to be completed after the BESS Substantial Completion Date and shall include LGESVT's estimated schedule and time for completion. Said list [redacted] shall be designated as the "**Proposed Punchlist.**" Purchaser shall review the Proposed Punchlist and propose any additional items [redacted]. LGESVT shall [redacted] to respond, and either incorporate Purchaser's proposed items or respond as to why they were not incorporated. Purchaser shall review LGESVT's response within five (5) Business Days. Further comment, review, and changes shall continue as such until the Parties agree upon the contents of the Proposed Punchlist. [redacted] shall be referred to as the "**Punchlist.**"

b. Completion of Punchlist. LGESVT shall proceed promptly to complete and correct all items on the Punchlist. [redacted], LGESVT shall revise and update the applicable Punchlist to include the date(s) that items listed on the Punchlist are completed by LGESVT. Notwithstanding any of the foregoing, subject to LGESVT's rights under Article 21 the items listed on such Punchlist shall not be considered complete until Purchaser has inspected such Non-Critical Deficiencies and acknowledged, by notation on the updated Punchlist, that such item of Work is complete or, with respect to the BESS, by execution of the BESS Final Completion Certificate.

8.3 BESS Substantial Completion

Subject to Article 8.4, the following are the conditions precedent for BESS Substantial Completion:

a. The Work and every part thereof have been completed in accordance with all Requirements, to the extent applicable for LGESVT;

b. all BESS Commissioning Tests have been completed in accordance with the BESS Commissioning Plan and [redacted], and LGESVT has delivered to Purchaser the complete and final Test Reports with respect thereto that LGESVT has successfully achieved the following, either:

[redacted]

[redacted]

c. Purchaser has received all LGESVT Deliverables required to be delivered by the BESS Substantial Completion Date in accordance with [redacted];

d. LGESVT has submitted the Proposed Punchlist in accordance with Article 8.2(a);

e. [redacted]

f. [redacted]

g. a BESS Substantial Completion Certificate with respect to the BESS has been executed by LGESVT and delivered to Purchaser pursuant to Article 8.4.

8.4 BESS Substantial Completion Certificate

When LGESVT believes that it has satisfied all of the conditions to BESS Substantial Completion set forth in Article 8.3, LGESVT shall deliver to Purchaser a BESS Substantial Completion Certificate, together with reasonable supporting documentation. Purchaser shall, [redacted], countersign or reject such BESS Substantial Completion Certificate. If Purchaser rejects LGESVT's Notice, it shall respond in writing, giving its detail reasons for such rejection. Thereafter, LGESVT shall take the appropriate corrective action. Upon completion of such corrective action, LGESVT shall provide to Purchaser a new BESS Substantial Completion Certificate. [redacted]. Upon Purchaser's countersignature to the BESS Substantial Completion Certificate, the "**BESS Substantial Completion Date**" [redacted]

8.5 BESS Final Completion

Subject to Article 8.6, "**BESS Final Completion**" shall occur only if all of the following have occurred:

a. BESS Substantial Completion shall have been achieved;

b. all items on the Punchlist shall have been completed by LGESVT;

c. all LGESVT's and Subcontractors' personnel have left the Site, and all supplies, tools, equipment, machinery, surplus materials, waste materials, rubbish and facilities other than those to which Purchaser holds title shall have been removed from the Site (other than LGESVT's personnel, supplies, tools, machinery, materials and equipment required for the performance of its obligations under all operations and maintenance agreements executed between the Parties, if applicable);

d. LGESVT shall have submitted all LGESVT Deliverables in accordance with [redacted];

e. a BESS Final Completion Certificate has been executed by LGESVT and delivered to Purchaser pursuant to Article 8.6.

8.6 BESS Final Completion Certificate

When LGESVT believes that it has satisfied the provisions of Article 8.5, LGESVT shall deliver to Purchaser a BESS Final Completion Certificate, together with reasonable supporting documentation. Purchaser shall, [redacted], countersign or reject such BESS Final Completion Certificate. If Purchaser rejects LGESVT's Notice, it shall respond in writing, giving its detailed reasons for such rejection. Thereafter, LGESVT shall take the appropriate corrective action. Upon completion of such corrective action, LGESVT shall provide to Purchaser a new BESS Final Completion Certificate. [redacted] Upon Purchaser's countersignature to the BESS Final Completion Certificate, the "**BESS Final Completion Date**" shall be the date on which LGESVT signed and submitted the BESS Final Completion Certificate executed by Purchaser. [redacted]

8.7 [redacted]

[redacted]

8.8 [redacted]

[redacted]

9. [redacted]

9.1 [redacted]

[redacted]

[redacted]

9.2 [redacted]

[redacted]

9.3 [redacted]

[redacted]

9.4 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

9.5 [redacted]

[redacted]

[redacted]

10. [redacted]

10.1 [redacted]

[redacted]

10.2 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

11. [redacted]

11.1 [redacted]

[redacted]

11.2 [redacted]

[redacted]

11.3 [redacted]

[redacted]

[redacted]

[redacted]

11.4 [redacted]

[redacted]

11.5 [redacted]

[redacted]

11.6 [redacted]

[redacted]

[redacted]

12. [redacted]

12.1 [redacted]

[redacted]

[redacted]

[

[redacted]

[redacted]

12.3 [redacted]

[redacted]

12.4 [redacted]

- [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
- [redacted]
- [redacted]
- [redacted]

12.5 [redacted]

[redacted]

12.6 [redacted]

[redacted]

12.7 [redacted]

- [redacted]

- [redacted]

13. [redacted]

13.1 [redacted]

- [redacted]

[redacted]

- [redacted]

- [redacted]

13.2 [redacted]

[redacted]

13.3 [redacted]

- [redacted]

- [redacted]

14. [redacted]

14.1 [redacted]

[redacted]

- [redacted]

- [redacted]

[redacted]

14.2 [redacted]

[redacted]

[redacted]

14.3 [redacted]

[redacted]

[redacted]

14.4 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

14.5 [redacted]

[redacted]

14.6 [redacted]

[redacted]

14.7 [redacted]

[redacted]

14.8 [redacted]

[redacted]

14.9 [redacted]

[redacted]

14.10 [redacted]

[redacted]

[redacted]

14.11 [redacted]

[redacted]

- [redacted]
- [redacted]

[redacted]

14.12 [redacted]

[redacted]

15. [redacted]

15.1 [redacted]

[redacted]

- [redacted]
- [redacted]

[redacted]

15.2 [redacted]

[redacted]

[redacted]

15.3 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

16. [redacted]

16.1 [redacted]

[redacted]

16.2 [redacted]

[redacted]

16.3 [redacted]

[redacted]

[redacted]

17. [redacted]

17.1 [redacted]

[redacted]

17.2 [redacted]

[redacted]

18. [redacted]

18.1 [redacted]

[redacted]

[redacted]

18.2 [redacted]

[redacted]

19. NOTICES AND COMMUNICATIONS

19.1 Notice Requirements

Any Notice made pursuant to the terms and conditions of this Agreement shall be in writing and be: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (d) sent by electronic mail, followed by confirmation in one of the other accepted methods in parts (a), (b), or (c) of this Article to the following addresses:

If to LGESVT:
LG Energy Solution Vertech, Inc.
155 Flanders Road
Westborough MA 01581
[redacted]

With a copy to:
LG Energy Solution Vertech, Inc.
155 Flanders Road
Westborough MA 01581
[redacted]

If to Purchaser:
DTE Electric Company
One Energy Plaza
WCB 8
Detroit, MI 48226
[redacted]

With a copy to:
DTE Electric Company
One Energy Plaza
WCB 16
Detroit, MI 48226
[redacted]

19.2 Representatives

Any technical or other communications pertaining to the Work shall be with the Parties' designated representative. Each Party shall provide Notice to the other in writing of the name of such representatives promptly after the Execution Date. LGESVT's Manager and the Purchaser Representative each shall have knowledge of the Work and be available at all reasonable times for consultation. Each Party's representative shall be authorized on behalf of such Party to administer this Agreement, agree upon procedures for coordinating the efforts of the Parties, and, when appropriate, to furnish information to or receive information from the other Party in matters concerning the Work.

19.3 Effective Time

Any Notice or Notification given personally, through overnight mail, electronic mail or through certified letter shall be deemed to have been received on delivery, any Notice given by express courier service shall be deemed to have been received the next Business Day after the same shall have been delivered to the relevant courier, and any Notice given by facsimile transmission shall be deemed to have been received on confirmed dispatch.

20. [redacted]

20.1 [redacted]

[redacted]

20.2 [redacted]

- [redacted]
- [redacted]
- [redacted]

[redacted]

20.3 [redacted]

[redacted]

20.4 [redacted]

[redacted]

21. [redacted]

21.1 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

- [redacted]

  [redacted]

  [redacted]

  [redacted]

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21.2 [redacted]

- [redacted]

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21.3 [redacted]

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21.4 [redacted]

[redacted]

21.5 [redacted]

[redacted]

22. [redacted]

22.1 [redacted]

[redacted]

22.2 [redacted]

[redacted]

[redacted]

23. [redacted]

23.1 [redacted]

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23.2 [redacted]

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23.6 [redacted]

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23.7 [redacted]

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23.8 [redacted]

[redacted]

23.9 [redacted]

[redacted]

23.10 [redacted]

[redacted].

23.11 [redacted]

[redacted]

23.12 [redacted]

[redacted]

23.13 [redacted]

[redacted]

23.14 [redacted]

[redacted]

23.15 [redacted]

[redacted]

23.16 [redacted]

[redacted]

23.17 [redacted]

[redacted]

[redacted]

- [redacted]

[redacted]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Execution Date.

Purchaser:

DTE Electric Company

By: Joi M. Harris

Name: Joi M. Harris

Title: President & CEO

LGESVT:

LG Energy Solution Vertech, Inc.

By: _____

Name: _____

Title: _____

Docusign En elope ID: D7A3DAB3-EE5A-4441-9311-DED11CDF8633

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Execution Date.

Purchaser:

DTE Electric Company

By:_____

Name:_____

Title:_____

LGESVT:

LG Energy Solution Vertech, Inc.

DocuSigned by:
Jaehong Park
F21C817FBE884D8...

By:_____

Name: Jaehong Park

Title: CEO/President

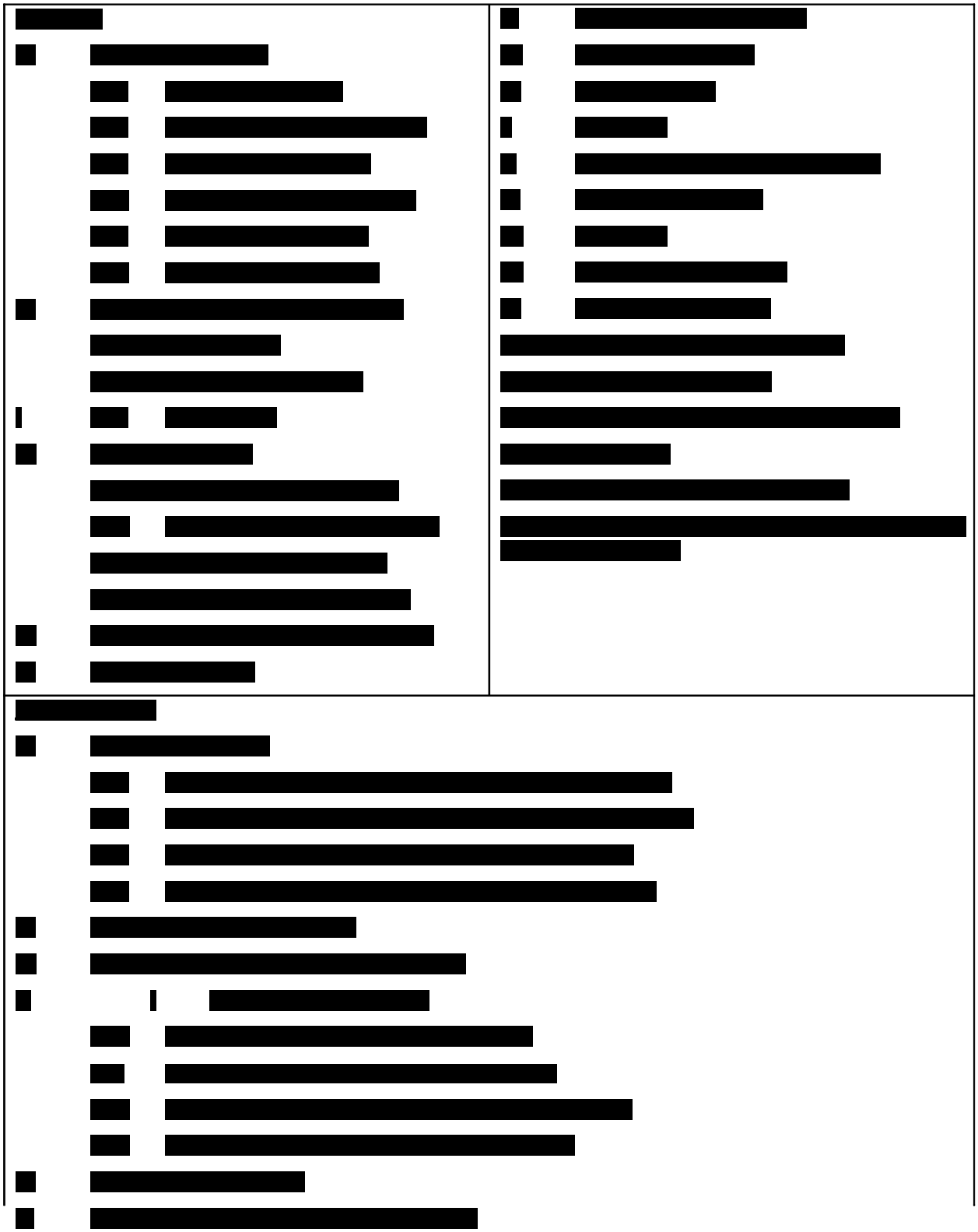
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EXECUTION VERSION

EQUIPMENT SUPPLY AGREEMENT

This Equipment Supply Agreement ("**Agreement**") is entered into as of January 9, 2026 (the "**Execution Date**"), by the Parties identified below in the Contract Summary and sets forth the terms and conditions under which LGESVT agrees to sell and Purchaser agrees to purchase BESS Equipment.

Contract Summary	
Parties:	
Purchaser: DTE Electric Company, a Michigan corporation registered to do business in the State of Michigan with its principal place of business located at One Energy Plaza, Detroit, MI 48226	**LGESVT:** LG Energy Solution Vertech, Inc., a Delaware corporation registered to do business in the Commonwealth of Massachusetts, with its principal place of business located at 155 Flanders Road, Westborough, Massachusetts 01581
Purpose: Purchaser is developing a fully integrated battery storage system referred to as a BESS (further defined in [redacted]), and desires to purchase the BESS Equipment (further defined in [redacted]) from LGESVT, and LGESVT desires to supply and commission the BESS Equipment, all as further defined by and in accordance with the terms and conditions set forth in this Agreement.	
Site: [redacted]	
Contract Price: See [redacted] **Effective Price:** See [redacted]	
[redacted]	
[redacted]	
[redacted]	
[redacted]	



TERMS AND CONDITIONS

1. RESPONSIBILITIES OF LGESVT

1.1 LGESVT's Work

LGESVT shall design, engineer, procure all BESS Equipment, start-up, commission, and test a fully integrated and operational BESS as set forth herein in accordance with the Milestone Completion Dates and Guaranteed Dates and in accordance with this Agreement. All drawings, plans and specifications provided as part of LGESVT Deliverables shall be kept by LGESVT in an orderly and catalogued fashion on the digital archive for reference by Purchaser during the performance by LGESVT of the applicable portion of the Work as set forth in [redacted].for reference by Purchaser during the performance by LGESVT of the applicable portion of the Work as set forth in [redacted].

1.2 Standard of Performance

LGESVT shall perform, or cause to be performed, the Work in a workmanlike manner, using new material, in compliance with the Requirements, and with respect to BESS Equipment, in compliance with its manufacturer's documentation (including the warranty provisions thereof), subject to the rights and obligations of this Agreement. If the standards or requirements derived from the foregoing are inconsistent with one another, LGESVT shall perform, or cause to be performed, the Work in accordance with the Statement of Work.

1.3 Progress Reports

LGESVT shall provide Purchaser with Monthly Progress Reports. In addition, LGESVT shall provide Purchaser with notice of each periodic meeting convened by LGESVT to review progress in performing the Work and Purchaser may attend and participate in any such meetings.

1.4 Insurance

LGESVT shall obtain and maintain insurance required in accordance with [redacted].

1.5 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

1.6 [redacted]

[redacted]

1.7 Spare Parts and Consumables

a. [redacted]

b. LGESVT shall store under its control commissioning spare parts ("**BESS Commissioning Spare Parts**") at the space provided by the Purchaser at the Site until BESS Final Completion. Upon and after BESS Final Completion, BESS Commissioning Spare Parts shall be retrieved by LGESVT, unless otherwise agreed with Purchaser.

1.8 LGESVT Deliverables

LGESVT shall prepare and deliver to Purchaser the LGESVT Deliverables as set forth in [redacted]. Purchaser shall review the LGESVT Deliverables and provide any comments to LGESVT within [redacted]. LGESVT shall have [redacted] to respond, and LGESVT shall incorporate Purchaser's comments into LGESVT Deliverables or respond as to why Purchaser's comments were not incorporated. [redacted]

1.9 Operating Manual

LGESVT shall submit for Purchaser's review a draft of the Operating Manual in accordance with the schedule in [redacted]. LGESVT shall submit to Purchaser the final Operating Manual in one (1) electronic copy. Until the BESS Substantial Completion Date, LGESVT shall update and revise the Operating Manual to reflect refinements or changes in operating or maintenance procedures, if applicable. The Operating Manual shall include all material procedures, specifications, and requirements to operate and maintain the BESS Equipment and its components.

1.10 Installation Support

LGESVT shall cooperate with and provide commercially reasonable advisory services to Purchaser, with respect to the installation of the BESS Equipment, from the commencement of installation until achievement of BESS Substantial Completion. LGESVT will: (i) give sufficient

information, instruction, and advice to the Purchaser as to the proper assembly, installation, startup, integration, commissioning, testing and operation of the BESS Equipment; and (ii) provide advice to the Purchaser as to the proper commissioning and conducting of BESS Commissioning Tests. If LGESVT observes any failure of any Purchaser to assemble, install, integrate, or commission any of the BESS Equipment, LGESVT will promptly inform Purchaser of such failure, and provide additional instructions, information, and advice in respect to the correction thereof. [redacted] For the avoidance of doubt, nothing in this Article shall be interpreted to require LGESVT to perform any direct installation work.

1.11 Labor and Personnel

LGESVT shall furnish all labor and personnel required for the Work, to be performed in a timely and professional manner. All labor and personnel performing Work at the Site shall comply with Purchaser's health and safety policies, and all reasonable rules and regulations with respect to the Site.

a. Qualified Personnel. LGESVT shall take all necessary and appropriate actions to ensure that all LGESVT personnel are competent and properly qualified to perform the Work assigned to them and licensed if required by Applicable Laws.

b. Good Faith Cooperation. LGESVT shall in good faith cooperate, schedule and coordinate performance of the Work with the work performed by Purchaser Provided Subcontractors and other contractors retained by Purchaser, and their respective subcontractors performing work on the Site, as not to delay or interfere with their work, LGESVT's Work, or with the timely completion of the Work.

c. [redacted]

d. Substance Abuse Program. In order to maintain a safe, healthy and efficient work environment, and to minimize absenteeism and tardiness, Purchaser requires that the Project Site be a drug and alcohol-free environment. Prior to commencement of Work on the Project Site, LGESVT must have a substance abuse program in place. LGESVT shall submit that program to Purchaser for review and approval at least ninety (90) Days prior to the commencement of the Work at the Site, and such program must be approved by Purchaser prior to commencement of Work at the Site, such approval not to be unreasonably withheld. LGESVT will test, and cause its Subcontractors to test, its employees working at the Site in accordance with its substance abuse program. Those employees will be subject to a drug and alcohol test based on their involvement in or cause of a reportable accident or incident which causes personal injury or property damage in accordance with Applicable Laws. Those employees will be subject to a drug and alcohol test based on a reasonable and articulated belief that the employee is using or has recently abused alcohol or drugs. All testing shall be paid for in full by LGESVT or its Subcontractor.

e. [redacted]

[redacted]

f. [redacted]

1.12 [redacted]

[redacted]

[redacted]

[redacted]

1.13 Safety, Quality Assurance

a. LGESVT shall take all precautions for the safety of LGESVT's personnel present at the Site. LGESVT shall comply with the Purchaser's Safety Plan set forth in [redacted]. During the performance of the Work, LGESVT shall be responsible for the oversight of all LGESVT's personnel at the Site and for the performance of the Work in accordance with the Site Safety Plan and with all Applicable Laws governing occupational health and safety, Applicable Permits, and Industry Standards.

b. On or before the dates set forth in [redacted], LGESVT shall develop a quality plan ("**Quality Plan**") in accordance with [redacted], *provided*, Purchaser shall have reasonable opportunity to comment on such Quality Plan and LGESVT will use good faith efforts to incorporate the Purchaser's relevant comments to the Quality Plan to the extent practicable. To the extent Purchaser's comments are reasonable changes to the Quality Plan developed by LGESVT and require any cost adjustment, LGESVT will invoice any cost adjustments to Purchaser.

1.14 Testing of the Work

LGESVT shall perform, or cause to be performed, all tests, approvals, and inspections of the Work in accordance with the Requirements and the BESS Commissioning Tests. Such tests, inspections and approvals shall be scheduled by LGESVT so as not to delay the progress of the Work. Purchaser shall provide continuous charge energy at the times and at the levels required for testing and commissioning the BESS and in accordance with [redacted], and Purchaser and LGESVT agree and acknowledge that the BESS Project Schedule is established under the condition of using such energy. [redacted]

1.15 Reserved.

1.16 Regulatory Approvals

LGESVT shall, to the extent commercially reasonable, act in good faith to cooperate with and assist Purchaser in acquiring all necessary regulatory approvals, including the MPSC approval, and shall exercise due diligence to the extent required to secure each such regulatory approval.

1.17 Tax Credits Generally

[redacted]

[redacted]

1.18 [redacted]

[redacted]

1.19 [redacted]

[redacted]

1.20 [redacted]

[redacted]

[redacted]

1.21 [redacted]

[redacted]

2. RESPONSIBILITIES OF PURCHASER

2.1 Purchaser Representative

[redacted], Purchaser shall designate a Purchaser Representative, who shall act as the single point of contact on behalf of Purchaser with respect to the prosecution and scheduling of the Work, day-to-day interactions and any issues relating to this Agreement. Purchaser may designate a new Purchaser Representative from time to time by a

Notice delivered to LGESVT and may from time to time designate by Notice other parties to act on behalf of Purchaser for any purpose under this Agreement.

2.2 Back Feed Power and Auxiliary Power

Purchaser shall complete the Interconnection Facilities to enable LGESVT to obtain power from the Interconnection Facilities and commence limited trial operation or testing and carry out testing of the BESS as provided under this Agreement.

2.3 Access to Site

Purchaser shall provide LGESVT and its Subcontractors required access on the Site as and when necessary for the performance of the applicable Work in accordance with the BESS Project Schedule, subject to the Site Safety Plan and Purchaser's reasonable written instructions to LGESVT regarding use of access points, gates, roads, easements, laydown areas, and subject also to reasonable coordination by LGESVT with Purchaser Provided Subcontractors regarding the same. [redacted]

2.4 [redacted]

[redacted]

2.5 [redacted]

[redacted]

2.6 Insurance

Purchaser shall obtain and maintain insurance required of Purchaser in accordance with [redacted]

2.7 Anticipated Mechanical Completion Date

Without limiting Purchaser's other obligations with respect to Mechanical Completion, Purchaser shall use commercially reasonable efforts to achieve Mechanical Completion by the completion date specified in [redacted] ("**Anticipated Mechanical Completion Date**"), [redacted]

[redacted]

2.8 [redacted]

[redacted]

2.9 Purchaser Provided Equipment; Utilities and Facilities

Purchaser shall make available to LGESVT on the Site sufficient on-site utilities and facilities such as electricity, water (including potable), gas, air, lighting, internet connection, security, dedicated office space for four (4) personnel, and secure storage for tools and parts, as reasonably necessary to support LGESVT in connection with the performance of the Work. Purchaser shall deliver to the Site all Purchaser-provided Equipment and the other materials and services identified as Purchaser's responsibility in [redacted]. Purchaser shall perform all obligations that are identified as Purchaser's responsibility in [redacted] by the due date identified in [redacted] and [redacted] and ensure that such work by Purchaser Provided Subcontractors shall not interfere with LGESVT's performance of the Work.

2.10 [redacted]

[redacted]

2.11 [redacted]

[redacted].

2.12 [redacted]

[redacted]

3. [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

3.2 [redacted]

4. [redacted]

4.1 [redacted]

4.2 [redacted]

[redacted]

5. [redacted]

5.1 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

5.2 [redacted]

[redacted]

[redacted]

5.3 [redacted]

[redacted]

[redacted]

5.4 [redacted]

[redacted]

5.5 [redacted]

[redacted]

5.6 [redacted]

- [redacted]

- [redacted]

5.7 [redacted]

- [redacted]

- [redacted]

- [redacted]

- [redacted]

- [redacted]

- [redacted]

5.8 [redacted]

[redacted]

6. SCHEDULING OF THE WORK, COMMENCEMENT AND DELIVERY

6.1 Reserved.

6.2 [redacted]

- [redacted]
- [redacted]

6.3 [redacted]

- [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
- [redacted]

[redacted]

[redacted]

[redacted]

6.4 BESS Project Schedule

a. Submission. [redacted] after the Effective Date of this Agreement, LGESVT shall prepare and submit to Purchaser for its review and written approval, in the form of Exhibit C-3, a detailed project schedule for the Work using Primavera Project Planner (P6) or Microsoft Project, and the Critical Path Method as required herein, and upon Purchaser's written approval of such schedule, which approval shall not be unreasonably withheld, conditioned, or delayed, such schedule shall be the "**BESS Project Schedule**."

b. Requirements. The BESS Project Schedule shall be consistent with the Guaranteed Dates, including the Guaranteed Delivery Completion Date and the Guaranteed BESS Substantial Completion Date. The BESS Project Schedule shall, at a minimum, be detailed for all activities for the Work (including design, procurement, pre-commissioning, commissioning, testing, and startup).

c. Updates to BESS Project Schedule. After approval by Purchaser of the baseline BESS Project Schedule, LGESVT shall manage and provide updates no less frequently than once per month during manufacturing of the BESS Equipment, once per week during delivery of the BESS Equipment and during commissioning of the BESS Equipment, and otherwise once per month to reflect the actual progress to date; [redacted] Each monthly updated BESS Project Schedule shall be in the same detail and form as required

by the BESS Project Schedule and shall be submitted to Purchaser. LGESVT shall promptly correct any errors or inconsistencies in the updates to the BESS Project Schedule identified to LGESVT by Purchaser and resubmit a corrected monthly updated BESS Project Schedule for Purchaser's review.

6.5 Overall Project Schedule

Purchaser shall prepare and deliver to LGESVT a baseline Project schedule incorporating the BESS Project Schedule, developed using Primavera Project Planner (P6) or Microsoft Project and the Critical Path Method ("**Overall Project Schedule**"), and Purchaser shall deliver to LGESVT monthly updates to the Overall Project Schedule

6.6 [redacted]

[redacted]

[redacted]

[redacted]

6.7 Delivery and Protection of Equipment

a. LGESVT shall deliver the BESS Equipment to Purchaser at the Delivery Location in accordance with the BESS Project Schedule and [redacted]. LGESVT shall be responsible for the customs clearance, insurance, and Delivery and protection from harm during handling and shipment to ensure protection from in-transit damage to the applicable Delivery Location. [redacted]

b. [redacted]

[redacted]

c. [redacted]

d. Purchaser shall unload and store the BESS Equipment at the Delivery Location in accordance with LGESVT's instructions. [redacted] Purchaser shall inspect and inventory such BESS Equipment for damage or insufficiency in quantity or kind. If any of the BESS Equipment is found to be damaged or is insufficient in number or kind, Purchaser shall Notify LGESVT [redacted] after Delivery. If Purchaser fails to accept or reject any BESS Equipment [redacted] after Delivery, then Delivery of such BESS Equipment shall be deemed to have been achieved as of the date such BESS Equipment arrived at the Delivery Location. Purchaser shall not reject BESS Equipment for any cosmetic or non-material reasons, provided that such cosmetic damage does not interfere with the proper functioning of the equipment or a subcomponent of the equipment and provided further that LGESVT repairs such damage promptly after discovery.

e. Delivery Completion of the BESS Equipment shall occur when (i) LGESVT achieves Delivery in accordance with this Article and [redacted]; (ii) has delivered to Purchaser the corresponding bill of lading, packing slip, and all transit information for all BESS Equipment, as applicable; (iii) LGESVT has delivered to Purchaser a Delivery Completion Certificate; and (iv) Purchaser has countersigned the Delivery Completion Certificate (each of (i) through (iv), "**Delivery Completion**"). Purchaser shall, [redacted] after receipt of each such Delivery Completion Certificate, either countersign or reject the Delivery Completion Certificate. If Purchaser rejects LGESVT's Delivery Completion Certificate, it shall provide in writing, its reasons for such rejection. Thereafter, LGESVT shall take the appropriate corrective action. Upon completion of such corrective action, LGESVT shall provide to Purchaser a new Delivery Completion Certificate for approval. This process shall be repeated on an iterative basis until Purchaser accepts the Delivery Completion Certificate and delivers its countersignature to such Delivery Completion Certificate. The "**Delivery Completion Date**" shall be the date on which LGESVT signed and submitted the Delivery Completion Certificate accepted by Purchaser. [redacted]

[redacted]

6.8 [redacted]

[redacted]

[redacted]

[redacted]

6.9 [redacted]

[redacted]

6.10 [redacted]

[redacted]

7. MECHANICAL COMPLETION, BESS COMMISSIONING AND TESTING

7.1 Mechanical Completion

a. [redacted] LGESVT shall be entitled to witness tests and conduct inspections with respect to the applicable portion of the BESS

and either confirm such portion of the BESS is ready for BESS Commissioning, and Purchaser shall be responsible for satisfaction of the condition precedent for achieving Mechanical Completion to ensure proper operations of the BESS, as set forth in [redacted].

b. [redacted]

c. Upon the satisfaction of all requirements for Mechanical Completion, Purchaser shall provide LGESVT with a Mechanical Completion Certificate indicating the achievement of the conditions for the same, together with a report containing all information relevant to such achievement of Mechanical Completion. Following receipt of the Mechanical Completion Certificate, LGESVT shall conduct those investigations and inspections as it deems necessary or appropriate to determine whether Mechanical Completion has in fact been achieved. If LGESVT believes that Mechanical Completion has been achieved, LGESVT shall countersign and return to Purchaser a copy of the Mechanical Completion Certificate [redacted]

7.2 BESS Commissioning

a. BESS Commissioning Plan. LGESVT shall develop a BESS Commissioning Plan for the BESS in accordance with [redacted], which BESS Commissioning Plan shall be delivered to Purchaser no later than the date specified for such LGESVT Deliverable in [redacted]6. LGESVT shall perform its BESS Commissioning activities in accordance with the final BESS Commissioning Plan and in accordance with [redacted].

b. BESS Commissioning Tests. LGESVT shall perform and successfully complete the BESS Commissioning Tests in accordance with BESS Commissioning Plan. LGESVT shall perform the Work so that the BESS satisfies the performance and operational criteria with respect to the BESS Commissioning Tests, Performance Requirements prior to, and as a condition to, BESS Substantial Completion, in accordance with[redacted] and [redacted]

8. GUARANTEED DATES; COMPLETION MILESTONES; PUNCHLIST

8.1 Guaranteed Dates

a. LGESVT shall perform its portion of the Work in accordance with the Guaranteed Dates set forth in this Article and in [redacted]. The Guaranteed Dates shall not be adjusted [redacted]

b. Guaranteed Delivery Completion Date. LGESVT shall achieve Delivery Completion in accordance with Article 6.7 no later than the dates set forth in [redacted] ("**Guaranteed Delivery Completion Date**").

c. Guaranteed BESS Substantial Completion Date. LGESVT shall achieve BESS Substantial Completion of the Work [redacted] after the Mechanical Completion Date as set forth in the [redacted] ("**Guaranteed BESS Substantial Completion Date**").

8.2 Punchlist

a. Creation of Punchlist. LGESVT shall create and provide to Purchaser a list setting forth all Work to be completed after the BESS Substantial Completion Date and shall include LGESVT's estimated schedule and time for completion. Said list [redacted] shall be designated as the "**Proposed Punchlist.**" Purchaser shall review the Proposed Punchlist and propose any additional items [redacted] LGESVT shall have five (5) Business Days to respond, and either incorporate Purchaser's proposed items or respond as to why they were not incorporated. Purchaser shall review LGESVT's response within five (5) Business Days. Further comment, review, and changes shall continue as such until the Parties agree upon the contents of the Proposed Punchlist. [redacted]) shall be referred to as the "**Punchlist.**"

b. Completion of Punchlist. LGESVT shall proceed promptly to complete and correct all items on the Punchlist. [redacted] LGESVT shall revise and update the applicable Punchlist to include the date(s) that items listed on the Punchlist are completed by LGESVT. Notwithstanding any of the foregoing, subject to LGESVT's rights under Article 21 the items listed on such Punchlist shall not be considered complete until Purchaser has inspected such Non-Critical Deficiencies and acknowledged, by notation on the updated Punchlist, that such item of Work is complete or, with respect to the BESS, by execution of the BESS Final Completion Certificate.

8.3 BESS Substantial Completion

Subject to Article 8.4, the following are the conditions precedent for BESS Substantial Completion:

a. The Work and every part thereof have been completed in accordance with all Requirements, to the extent applicable for LGESVT;

b. all BESS Commissioning Tests have been completed in accordance with the BESS Commissioning Plan and [redacted], and LGESVT has delivered to Purchaser the complete and final Test Reports with respect thereto that LGESVT has successfully achieved the following, either:

[redacted]

[redacted]

c. Purchaser has received all LGESVT Deliverables required to be delivered by the BESS Substantial Completion Date in accordance with [redacted];

d. LGESVT has submitted the Proposed Punchlist in accordance with Article 8.2(a);

e. [redacted];

f. [redacted]

g. a BESS Substantial Completion Certificate with respect to the BESS has been executed by LGESVT and delivered to Purchaser pursuant to Article 8.4.

8.4 BESS Substantial Completion Certificate

When LGESVT believes that it has satisfied all of the conditions to BESS Substantial Completion set forth in Article 8.3, LGESVT shall deliver to Purchaser a BESS Substantial Completion Certificate, together with reasonable supporting documentation. Purchaser shall, [redacted], countersign or reject such BESS Substantial Completion Certificate. If Purchaser rejects LGESVT's Notice, it shall respond in writing, giving its detail reasons for such rejection. Thereafter, LGESVT shall take the appropriate corrective action. Upon completion of such corrective action, LGESVT shall provide to Purchaser a new BESS Substantial Completion Certificate. [redacted] Upon Purchaser's countersignature to the BESS Substantial Completion Certificate, the "**BESS Substantial Completion Date**" [redacted]

8.5 BESS Final Completion

Subject to Article 8.6, "**BESS Final Completion**" shall occur only if all of the following have occurred:

a. BESS Substantial Completion shall have been achieved;

b. all items on the Punchlist shall have been completed by LGESVT;

c. all LGESVT's and Subcontractors' personnel have left the Site, and all supplies, tools, equipment, machinery, surplus materials, waste materials, rubbish and facilities other than those to which Purchaser holds title shall have been removed from the Site (other than LGESVT's personnel, supplies, tools, machinery, materials and equipment required for the performance of its obligations under all operations and maintenance agreements executed between the Parties, if applicable);

d. LGESVT shall have submitted all LGESVT Deliverables in accordance with [redacted]

e. a BESS Final Completion Certificate has been executed by LGESVT and delivered to Purchaser pursuant to Article 8.6.

8.6 BESS Final Completion Certificate

When LGESVT believes that it has satisfied the provisions of Article 8.5, LGESVT shall deliver to Purchaser a BESS Final Completion Certificate, together with reasonable supporting documentation. Purchaser shall, [redacted], countersign or reject such BESS Final Completion Certificate. If Purchaser rejects LGESVT's Notice, it shall respond in writing, giving its detailed reasons for such rejection. Thereafter, LGESVT shall take the appropriate corrective action. Upon completion of such corrective action, LGESVT shall provide to Purchaser a new BESS Final Completion Certificate. [redacted] Upon Purchaser's countersignature to the BESS Final Completion Certificate, the "**BESS Final Completion Date**" shall be the date on which LGESVT signed and submitted the BESS Final Completion Certificate executed by Purchaser. [redacted]

8.7 [redacted]

[redacted]

8.8 [redacted]

[redacted]

9. [redacted]**T**

9.1 [redacted]

[redacted]

[redacted]

9.2 [redacted]

[redacted]

9.3 [redacted]

[redacted]

9.4 [redacted]

[redacted]

[redacted]

[redacted]

- [redacted]

9.5 [redacted]

- [redacted]

- [redacted]

10. [redacted]

10.1 [redacted]

[redacted]

10.2 [redacted]

[redacted]

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[redacted]

[redacted]

11. [redacted]

11.1 [redacted]

[redacted]

11.2 [redacted]

[redacted]

11.3 [redacted]

[redacted]

[redacted]

[redacted]

11.4 [redacted]

[redacted]

11.5 [redacted]

[redacted]

11.6 [redacted]

[redacted]

[redacted]

12. [redacted]

12.1 [redacted]

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  - [redacted]
  - [redacted]s.
- [redacted]
- [redacted]

12.2 [redacted]

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12.3 [redacted]

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12.4 [redacted]

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12.5 [redacted]

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12.6 [redacted]

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12.7 [redacted]

- [redacted]

- [redacted]

13. [redacted]

13.1 [redacted]

- [redacted]

[redacted]

13.2 [redacted]

[redacted]

13.3 [redacted]

14. [redacted]

14.1 [redacted]

[redacted]

[redacted]

14.2 [redacted]

[redacted]

[redacted]

[redacted]

14.3 [redacted]

[redacted]

[redacted]

14.4 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

14.5 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

14.6 [redacted]

[redacted]

[redacted]

14.7 [redacted]

[redacted]

14.8 [redacted]

[redacted]

14.9 [redacted]

[redacted]

14.10 [redacted]

[redacted]

14.11 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

14.12 [redacted]

[redacted]

15. [redacted]

15.1 [redacted]

[redacted]

- [redacted]

- [redacted]

- [redacted]

- [redacted]

15.2 [redacted]

[redacted]

- [redacted]

- [redacted]

  - [redacted]

  - [redacted]

- [redacted]

- [redacted]

- [redacted]

- [redacted]

15.3 [redacted]

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

16. [redacted]

16.1 [redacted]

16.2 [redacted]

[redacted]

16.3 [redacted]

[redacted]

17. [redacted]

17.1 [redacted]

[redacted]

17.2 [redacted]

[redacted]

18. [redacted]

18.1 [redacted]

[redacted]

[redacted]

18.2 [redacted]

[redacted]

19. NOTICES AND COMMUNICATIONS

19.1 Notice Requirements

Any Notice made pursuant to the terms and conditions of this Agreement shall be in writing and be: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (d) sent by electronic mail, followed by confirmation in one of the other accepted methods in parts (a), (b), or (c) of this Article to the following addresses:

If to LGESVT:
LG Energy Solution Vertech, Inc.
155 Flanders Road
Westborough MA 01581
[redacted]

With a copy to:
LG Energy Solution Vertech, Inc.
155 Flanders Road
Westborough MA 01581
[redacted]

If to Purchaser:
DTE Electric Company
One Energy Plaza
WCB 8
Detroit, MI 48226
[redacted]

With a copy to:
DTE Electric Company
One Energy Plaza
WCB 16
Detroit, MI 48226
[redacted]

19.2 Representatives

Any technical or other communications pertaining to the Work shall be with the Parties' designated representative. Each Party shall provide Notice to the other in writing of the name of such representatives promptly after the Execution Date. LGESVT's Manager and the Purchaser Representative each shall have knowledge of the Work and be available at all reasonable times for consultation. Each Party's representative shall be authorized on behalf of such Party to administer this Agreement, agree upon procedures for coordinating the efforts of the Parties, and, when appropriate, to furnish information to or receive information from the other Party in matters concerning the Work.

19.3 Effective Time

Any Notice or Notification given personally, through overnight mail, electronic mail or through certified letter shall be deemed to have been received on delivery, any Notice given by express courier service shall be deemed to have been received the next Business Day after the same shall have been delivered to the relevant courier, and any Notice given by facsimile transmission shall be deemed to have been received on confirmed dispatch.

20. [redacted]

20.1 [redacted]

[redacted]

20.2 [redacted]

[redacted]

[redacted]

20.3 [redacted]

[redacted]

20.4 [redacted]

[redacted]

21. [redacted]

21.1 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

21.2 [redacted]

[redacted]

[redacted]

[redacted]

21.3 [redacted]

[redacted]

21.4 [redacted]

[redacted]

21.5 [redacted]

[redacted]

22. [redacted]

22.1 [redacted]

[redacted]

22.2 [redacted]

[redacted]

[redacted]

23. [redacted]

23.1 [redacted]

[redacted]

23.2 [redacted]

[redacted]

23.3 [redacted]

[redacted]

23.4 [redacted]

[redacted]

23.5 [redacted]

[redacted]

23.6 [redacted]

[redacted]

23.7 [redacted]

[redacted]

23.8 [redacted]

[redacted]

23.9 [redacted]

[redacted]

23.10 [redacted]

[redacted].

23.11 [redacted]

[redacted]

[redacted]

23.12 [redacted]

[redacted]

23.13 [redacted]

[redacted]

23.14 [redacted]

[redacted]

23.15 [redacted]

[redacted]

23.16 [redacted]

[redacted]

23.17 [redacted]

[redacted]

[redacted]

[redacted]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Execution Date.

Purchaser:

DTE Electric Company

By: Joi M. Harris

Name: Joi M. Harris

Title: President & CEO

LGESVT:

LG Energy Solution Vertech, Inc.

By: _____

Name: _____

Title: _____

Docusign Envelope ID: D7A3DAB3-EE5A-4441-9311-DED11CDF8633

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Execution Date.

Purchaser:

DTE Electric Company

By:_____

Name:_____

Title:_____

LGESVT:

LG Energy Solution Vertech, Inc.

DocuSigned by:
Jaehong Park
F21C817FBE884D6...

By:_____

Name: Jaehong Park

Title: CEO/President

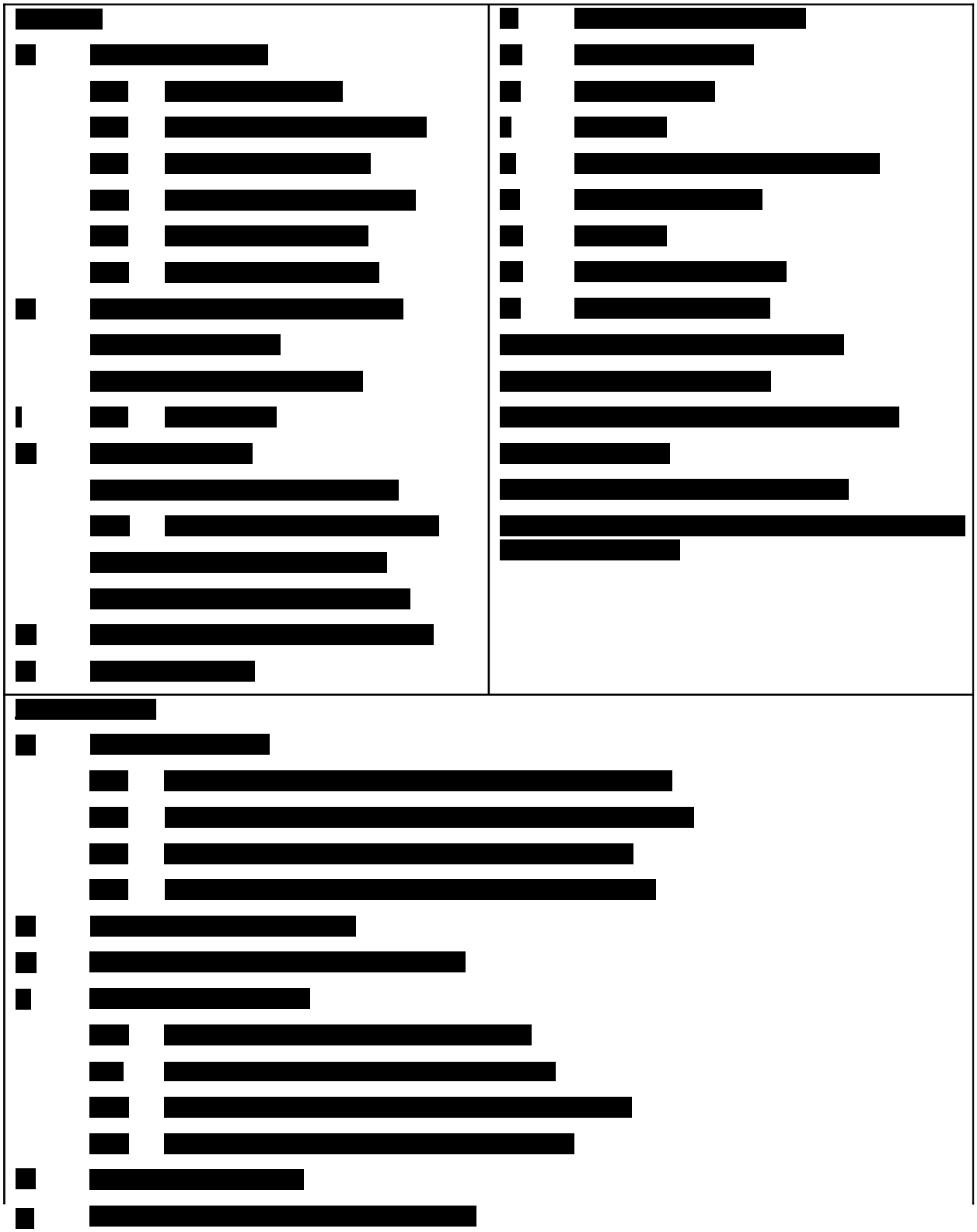
Initial
RA

EXECUTION VERSION

EQUIPMENT SUPPLY AGREEMENT

This Equipment Supply Agreement ("**Agreement**") is entered into as of January 9, 2026 (the "**Execution Date**"), by the Parties identified below in the Contract Summary and sets forth the terms and conditions under which LGESVT agrees to sell and Purchaser agrees to purchase BESS Equipment.

Contract Summary	
Parties:	
Purchaser: DTE Electric Company, a Michigan corporation registered to do business in the State of Michigan with its principal place of business located at One Energy Plaza, Detroit, MI 48226	**LGESVT:** LG Energy Solution Vertech, Inc., a Delaware corporation registered to do business in the Commonwealth of Massachusetts, with its principal place of business located at 155 Flanders Road, Westborough, Massachusetts 01581
Purpose: Purchaser is developing a fully integrated battery storage system referred to as a BESS (further defined in [redacted]), and desires to purchase the BESS Equipment (further defined in [redacted]) from LGESVT, and LGESVT desires to supply and commission the BESS Equipment, all as further defined by and in accordance with the terms and conditions set forth in this Agreement.	
Site: [redacted]	
Contract Price: See [redacted] **Effective Price:** See [redacted]	
[redacted]	
[redacted]	
[redacted]	
[redacted]	



TERMS AND CONDITIONS

1. RESPONSIBILITIES OF LGESVT

1.1 LGESVT's Work

LGESVT shall design, engineer, procure all BESS Equipment, start-up, commission, and test a fully integrated and operational BESS as set forth herein in accordance with the Milestone Completion Dates and Guaranteed Dates and in accordance with this Agreement. All drawings, plans and specifications provided as part of LGESVT Deliverables shall be kept by LGESVT in an orderly and catalogued fashion on the digital archive for reference by Purchaser during the performance by LGESVT of the applicable portion of the Work as set forth in [redacted].for reference by Purchaser during the performance by LGESVT of the applicable portion of the Work as set forth in [redacted].

1.2 Standard of Performance

LGESVT shall perform, or cause to be performed, the Work in a workmanlike manner, using new material, in compliance with the Requirements, and with respect to BESS Equipment, in compliance with its manufacturer's documentation (including the warranty provisions thereof), subject to the rights and obligations of this Agreement. If the standards or requirements derived from the foregoing are inconsistent with one another, LGESVT shall perform, or cause to be performed, the Work in accordance with the Statement of Work.

1.3 Progress Reports

LGESVT shall provide Purchaser with Monthly Progress Reports. In addition, LGESVT shall provide Purchaser with notice of each periodic meeting convened by LGESVT to review progress in performing the Work and Purchaser may attend and participate in any such meetings.

1.4 Insurance

LGESVT shall obtain and maintain insurance required in accordance with [redacted].

1.5 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

1.6 [redacted]

[redacted]

1.7 Spare Parts and Consumables

a. [redacted]

b. LGESVT shall store under its control commissioning spare parts ("**BESS Commissioning Spare Parts**") at the space provided by the Purchaser at the Site until BESS Final Completion. Upon and after BESS Final Completion, BESS Commissioning Spare Parts shall be retrieved by LGESVT, unless otherwise agreed with Purchaser.

1.8 LGESVT Deliverables

LGESVT shall prepare and deliver to Purchaser the LGESVT Deliverables as set forth in [redacted]. Purchaser shall review the LGESVT Deliverables and provide any comments to LGESVT within [redacted]. LGESVT shall have ten (10) Business Days to respond, and LGESVT shall incorporate Purchaser's comments into LGESVT Deliverables or respond as to why Purchaser's comments were not incorporated. [redacted]

1.9 Operating Manual

LGESVT shall submit for Purchaser's review a draft of the Operating Manual in accordance with the schedule in [redacted]. LGESVT shall submit to Purchaser the final Operating Manual in one (1) electronic copy. Until the BESS Substantial Completion Date, LGESVT shall update and revise the Operating Manual to reflect refinements or changes in operating or maintenance procedures, if applicable. The Operating Manual shall include all material procedures, specifications, and requirements to operate and maintain the BESS Equipment and its components.

1.10 Installation Support

LGESVT shall cooperate with and provide commercially reasonable advisory services to Purchaser, with respect to the installation of the BESS Equipment, from the commencement of installation until achievement of BESS Substantial Completion. LGESVT will: (i) give sufficient

information, instruction, and advice to the Purchaser as to the proper assembly, installation, startup, integration, commissioning, testing and operation of the BESS Equipment; and (ii) provide advice to the Purchaser as to the proper commissioning and conducting of BESS Commissioning Tests. If LGESVT observes any failure of any Purchaser to assemble, install, integrate, or commission any of the BESS Equipment, LGESVT will promptly inform Purchaser of such failure, and provide additional instructions, information, and advice in respect to the correction thereof. [redacted] For the avoidance of doubt, nothing in this Article shall be interpreted to require LGESVT to perform any direct installation work.

1.11 Labor and Personnel

LGESVT shall furnish all labor and personnel required for the Work, to be performed in a timely and professional manner. All labor and personnel performing Work at the Site shall comply with Purchaser's health and safety policies, and all reasonable rules and regulations with respect to the Site.

a. Qualified Personnel. LGESVT shall take all necessary and appropriate actions to ensure that all LGESVT personnel are competent and properly qualified to perform the Work assigned to them and licensed if required by Applicable Laws.

b. Good Faith Cooperation. LGESVT shall in good faith cooperate, schedule and coordinate performance of the Work with the work performed by Purchaser Provided Subcontractors and other contractors retained by Purchaser, and their respective subcontractors performing work on the Site, as not to delay or interfere with their work, LGESVT's Work, or with the timely completion of the Work.

c. [redacted]

d. Substance Abuse Program. In order to maintain a safe, healthy and efficient work environment, and to minimize absenteeism and tardiness, Purchaser requires that the Project Site be a drug and alcohol-free environment. Prior to commencement of Work on the Project Site, LGESVT must have a substance abuse program in place. LGESVT shall submit that program to Purchaser for review and approval at least ninety (90) Days prior to the commencement of the Work at the Site, and such program must be approved by Purchaser prior to commencement of Work at the Site, such approval not to be unreasonably withheld. LGESVT will test, and cause its Subcontractors to test, its employees working at the Site in accordance with its substance abuse program. Those employees will be subject to a drug and alcohol test based on their involvement in or cause of a reportable accident or incident which causes personal injury or property damage in accordance with Applicable Laws. Those employees will be subject to a drug and alcohol test based on a reasonable and articulated belief that the employee is using or has recently abused alcohol or drugs. All testing shall be paid for in full by LGESVT or its Subcontractor.

e. [redacted]

[redacted]

f. [redacted]

1.12 [redacted]

[redacted]

[redacted]

[redacted]

1.13 Safety, Quality Assurance

a. LGESVT shall take all precautions for the safety of LGESVT's personnel present at the Site. LGESVT shall comply with the Purchaser's Safety Plan set forth in [redacted]. During the performance of the Work, LGESVT shall be responsible for the oversight of all LGESVT's personnel at the Site and for the performance of the Work in accordance with the Site Safety Plan and with all Applicable Laws governing occupational health and safety, Applicable Permits, and Industry Standards.

b. On or before the dates set forth in [redacted], LGESVT shall develop a quality plan ("**Quality Plan**") in accordance with [redacted], *provided*, Purchaser shall have reasonable opportunity to comment on such Quality Plan and LGESVT will use good faith efforts to incorporate the Purchaser's relevant comments to the Quality Plan to the extent practicable. To the extent Purchaser's comments are reasonable changes to the Quality Plan developed by LGESVT and require any cost adjustment, LGESVT will invoice any cost adjustments to Purchaser.

1.14 Testing of the Work

LGESVT shall perform, or cause to be performed, all tests, approvals, and inspections of the Work in accordance with the Requirements and the BESS Commissioning Tests. Such tests, inspections and approvals shall be scheduled by LGESVT so as not to delay the progress of the Work. Purchaser shall provide continuous charge energy at the times and at the levels required for testing and commissioning the BESS and in accordance with [redacted], and Purchaser and LGESVT agree and acknowledge that the BESS Project Schedule is established under the condition of using such energy. [redacted]

1.15 Reserved.

1.16 Regulatory Approvals

LGESVT shall, to the extent commercially reasonable, act in good faith to cooperate with and assist Purchaser in acquiring all necessary regulatory approvals, including the MPSC approval, and shall exercise due diligence to the extent required to secure each such regulatory approval.

1.17 [redacted]

[redacted]

[redacted]

1.18 [redacted]

[redacted]

1.19 [redacted]

[redacted]

1.20 [redacted]

[redacted]

[redacted]

1.21 [redacted]

[redacted]

2. RESPONSIBILITIES OF PURCHASER

2.1 Purchaser Representative

[redacted] Purchaser shall designate a Purchaser Representative, who shall act as the single point of contact on behalf of Purchaser with respect to the prosecution and scheduling of the Work, day-to-day interactions and any issues relating to this Agreement. Purchaser may designate a new Purchaser Representative from time to time by a

Notice delivered to LGESVT and may from time to time designate by Notice other parties to act on behalf of Purchaser for any purpose under this Agreement.

2.2 Back Feed Power and Auxiliary Power

Purchaser shall complete the Interconnection Facilities to enable LGESVT to obtain power from the Interconnection Facilities and commence limited trial operation or testing and carry out testing of the BESS as provided under this Agreement.

2.3 Access to Site

Purchaser shall provide LGESVT and its Subcontractors required access on the Site as and when necessary for the performance of the applicable Work in accordance with the BESS Project Schedule, subject to the Site Safety Plan and Purchaser's reasonable written instructions to LGESVT regarding use of access points, gates, roads, easements, laydown areas, and subject also to reasonable coordination by LGESVT with Purchaser Provided Subcontractors regarding the same. [redacted]

2.4 [redacted]

[redacted]

2.5 [redacted]

[redacted]

2.6 Insurance

Purchaser shall obtain and maintain insurance required of Purchaser in accordance with [redacted]

2.7 Anticipated Mechanical Completion Date

Without limiting Purchaser's other obligations with respect to Mechanical Completion, Purchaser shall use commercially reasonable efforts to achieve Mechanical Completion by the completion date specified in [redacted], ("**Anticipated Mechanical Completion Date**"), [redacted]

[redacted]

2.8 [redacted]

[redacted]

2.9 Purchaser Provided Equipment; Utilities and Facilities

Purchaser shall make available to LGESVT on the Site sufficient on-site utilities and facilities such as electricity, water (including potable), gas, air, lighting, internet connection, security, dedicated office space for four (4) personnel, and secure storage for tools and parts, as reasonably necessary to support LGESVT in connection with the performance of the Work. Purchaser shall deliver to the Site all Purchaser provided Equipment and the other materials and services identified as Purchaser's responsibility in [redacted]. Purchaser shall perform all obligations that are identified as Purchaser's responsibility in [redacted] by the due date identified in [redacted] and [redacted] and ensure that such work by Purchaser Provided Subcontractors shall not interfere with LGESVT's performance of the Work.

2.10 [redacted]

[redacted]

2.11 [redacted]

[redacted]

2.12 [redacted]

[redacted]

3. [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

3.2 [redacted]

4. [redacted]

4.1 [redacted]

4.2 [redacted]

[redacted]

5. [redacted]

5.1 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

5.2 [redacted]

[redacted]

[redacted]

5.3 [redacted]

[redacted]

[redacted]

5.4 [redacted]

[redacted]

5.5 [redacted]

[redacted]

5.6 [redacted]

[redacted]

[redacted]

5.7 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

5.8 [redacted]

[redacted]

6. SCHEDULING OF THE WORK, COMMENCEMENT AND DELIVERY

6.1 Reserved.

6.2 [redacted]

- [redacted]
- [redacted]

6.3 [redacted]

- [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
- [redacted]

[redacted]

[redacted]

[redacted]

6.4 BESS Project Schedule

a. Submission. [redacted] after the Effective Date of this Agreement, LGESVT shall prepare and submit to Purchaser for its review and written approval, in the form of Exhibit C-3, a detailed project schedule for the Work using Primavera Project Planner (P6) or Microsoft Project, and the Critical Path Method as required herein, and upon Purchaser's written approval of such schedule, which approval shall not be unreasonably withheld, conditioned, or delayed, such schedule shall be the "**BESS Project Schedule**."

b. Requirements. The BESS Project Schedule shall be consistent with the Guaranteed Dates, including the Guaranteed Delivery Completion Date and the Guaranteed BESS Substantial Completion Date. The BESS Project Schedule shall, at a minimum, be detailed for all activities for the Work (including design, procurement, pre-commissioning, commissioning, testing, and startup).

c. Updates to BESS Project Schedule. After approval by Purchaser of the baseline BESS Project Schedule, LGESVT shall manage and provide updates no less frequently than once per month during manufacturing of the BESS Equipment, once per week during delivery of the BESS Equipment and during commissioning of the BESS Equipment, and otherwise once per month to reflect the actual progress to date; [redacted] Each monthly updated BESS Project Schedule shall be in the same detail and form as required

by the BESS Project Schedule and shall be submitted to Purchaser. LGESVT shall promptly correct any errors or inconsistencies in the updates to the BESS Project Schedule identified to LGESVT by Purchaser and resubmit a corrected monthly updated BESS Project Schedule for Purchaser's review.

6.5 Overall Project Schedule

Purchaser shall prepare and deliver to LGESVT a baseline Project schedule incorporating the BESS Project Schedule, developed using Primavera Project Planner (P6) or Microsoft Project and the Critical Path Method ("**Overall Project Schedule**"), and Purchaser shall deliver to LGESVT monthly updates to the Overall Project Schedule

6.6 [redacted]

[redacted]

[redacted]

[redacted]

6.7 Delivery and Protection of Equipment

a. LGESVT shall deliver the BESS Equipment to Purchaser at the Delivery Location in accordance with the BESS Project Schedule and [redacted]. LGESVT shall be responsible for the customs clearance, insurance, and Delivery and protection from harm during handling and shipment to ensure protection from in-transit damage to the applicable Delivery Location. [redacted]

b. [redacted]

[redacted]

c. [redacted]

d. Purchaser shall unload and store the BESS Equipment at the Delivery Location in accordance with LGESVT's instructions. [redacted] Purchaser shall inspect and inventory such BESS Equipment for damage or insufficiency in quantity or kind. If any of the BESS Equipment is found to be damaged or is insufficient in number or kind, Purchaser shall Notify LGESVT [redacted] after Delivery. If Purchaser fails to accept or reject any BESS Equipment [redacted] after Delivery, then Delivery of such BESS Equipment shall be deemed to have been achieved as of the date such BESS Equipment arrived at the Delivery Location. Purchaser shall not reject BESS Equipment for any cosmetic or non-material reasons, provided that such cosmetic damage does not interfere with the proper functioning of the equipment or a subcomponent of the equipment and provided further that LGESVT repairs such damage promptly after discovery.

e. Delivery Completion of the BESS Equipment shall occur when (i) LGESVT achieves Delivery in accordance with this Article and [redacted]; (ii) has delivered to Purchaser the corresponding bill of lading, packing slip, and all transit information for all BESS Equipment, as applicable; (iii) LGESVT has delivered to Purchaser a Delivery Completion Certificate; and (iv) Purchaser has countersigned the Delivery Completion Certificate (each of (i) through (iv), "**Delivery Completion**"). Purchaser shall, [redacted] after receipt of each such Delivery Completion Certificate, either countersign or reject the Delivery Completion Certificate. If Purchaser rejects LGESVT's Delivery Completion Certificate, it shall provide in writing, its reasons for such rejection. Thereafter, LGESVT shall take the appropriate corrective action. Upon completion of such corrective action, LGESVT shall provide to Purchaser a new Delivery Completion Certificate for approval. This process shall be repeated on an iterative basis until Purchaser accepts the Delivery Completion Certificate and delivers its countersignature to such Delivery Completion Certificate. The "**Delivery Completion Date**" shall be the date on which LGESVT signed and submitted the Delivery Completion Certificate accepted by Purchaser. [redacted]

[redacted]

6.8 [redacted]

[redacted]

[redacted]

[redacted]

6.9 [redacted]

[redacted]

6.10 [redacted]

[redacted]

7. MECHANICAL COMPLETION, BESS COMMISSIONING AND TESTING

7.1 Mechanical Completion

a. [redacted] LGESVT shall be entitled to witness tests and conduct inspections with respect to the applicable portion of the BESS

and either confirm such portion of the BESS is ready for BESS Commissioning, and Purchaser shall be responsible for satisfaction of the condition precedent for achieving Mechanical Completion to ensure proper operations of the BESS, as set forth in [redacted].

b. [redacted]

c. Upon the satisfaction of all requirements for Mechanical Completion, Purchaser shall provide LGESVT with a Mechanical Completion Certificate indicating the achievement of the conditions for the same, together with a report containing all information relevant to such achievement of Mechanical Completion. Following receipt of the Mechanical Completion Certificate, LGESVT shall conduct those investigations and inspections as it deems necessary or appropriate to determine whether Mechanical Completion has in fact been achieved. If LGESVT believes that Mechanical Completion has been achieved, LGESVT shall countersign and return to Purchaser a copy of the Mechanical Completion Certificate [redacted].

7.2 BESS Commissioning

a. BESS Commissioning Plan. LGESVT shall develop a BESS Commissioning Plan for the BESS in accordance with [redacted], which BESS Commissioning Plan shall be delivered to Purchaser no later than the date specified for such LGESVT Deliverable in [redacted]. LGESVT shall perform its BESS Commissioning activities in accordance with the final BESS Commissioning Plan and in accordance with [redacted].

b. BESS Commissioning Tests. LGESVT shall perform and successfully complete the BESS Commissioning Tests in accordance with BESS Commissioning Plan. LGESVT shall perform the Work so that the BESS satisfies the performance and operational criteria with respect to the BESS Commissioning Tests, Performance Requirements prior to, and as a condition to, BESS Substantial Completion, in accordance with [redacted] and [redacted].

8. GUARANTEED DATES; COMPLETION MILESTONES; PUNCHLIST

8.1 Guaranteed Dates

a. LGESVT shall perform its portion of the Work in accordance with the Guaranteed Dates set forth in this Article and in [redacted]. The Guaranteed Dates shall not be adjusted [redacted].

b. Guaranteed Delivery Completion Date. LGESVT shall achieve Delivery Completion in accordance with Article 6.7 no later than the dates set forth in [redacted] ("**Guaranteed Delivery Completion Date**").

c. Guaranteed BESS Substantial Completion Date. LGESVT shall achieve BESS Substantial Completion of the Work [redacted] after the Mechanical Completion Date as set forth in the [redacted] ("**Guaranteed BESS Substantial Completion Date**").

8.2 Punchlist

a. Creation of Punchlist. LGESVT shall create and provide to Purchaser a list setting forth all Work to be completed after the BESS Substantial Completion Date and shall include LGESVT's estimated schedule and time for completion. Said list [redacted] shall be designated as the "**Proposed Punchlist.**" Purchaser shall review the Proposed Punchlist and propose any additional items [redacted] LGESVT shall [redacted] to respond, and either incorporate Purchaser's proposed items or respond as to why they were not incorporated. Purchaser shall review LGESVT's response within five (5) Business Days. Further comment, review, and changes shall continue as such until the Parties agree upon the contents of the Proposed Punchlist. [redacted] shall be referred to as the "**Punchlist.**"

b. Completion of Punchlist. LGESVT shall proceed promptly to complete and correct all items on the Punchlist. [redacted], LGESVT shall revise and update the applicable Punchlist to include the date(s) that items listed on the Punchlist are completed by LGESVT. Notwithstanding any of the foregoing, subject to LGESVT's rights under Article 21 the items listed on such Punchlist shall not be considered complete until Purchaser has inspected such Non-Critical Deficiencies and acknowledged, by notation on the updated Punchlist, that such item of Work is complete or, with respect to the BESS, by execution of the BESS Final Completion Certificate.

8.3 BESS Substantial Completion

Subject to Article 8.4, the following are the conditions precedent for BESS Substantial Completion:

a. The Work and every part thereof have been completed in accordance with all Requirements, to the extent applicable for LGESVT;

b. all BESS Commissioning Tests have been completed in accordance with the BESS Commissioning Plan and [redacted], and LGESVT has delivered to Purchaser the complete and final Test Reports with respect thereto that LGESVT has successfully achieved the following, either:

[redacted]

[redacted]

c. Purchaser has received all LGESVT Deliverables required to be delivered by the BESS Substantial Completion Date in accordance with Exhibit A-6;

d. LGESVT has submitted the Proposed Punchlist in accordance with Article 8.2(a);

e. [redacted]

f. [redacted]

g. a BESS Substantial Completion Certificate with respect to the BESS has been executed by LGESVT and delivered to Purchaser pursuant to Article 8.4.

8.4 BESS Substantial Completion Certificate

When LGESVT believes that it has satisfied all of the conditions to BESS Substantial Completion set forth in Article 8.3, LGESVT shall deliver to Purchaser a BESS Substantial Completion Certificate, together with reasonable supporting documentation. Purchaser shall, [redacted], countersign or reject such BESS Substantial Completion Certificate. If Purchaser rejects LGESVT's Notice, it shall respond in writing, giving its detail reasons for such rejection. Thereafter, LGESVT shall take the appropriate corrective action. Upon completion of such corrective action, LGESVT shall provide to Purchaser a new BESS Substantial Completion Certificate. [redacted] Upon Purchaser's countersignature to the BESS Substantial Completion Certificate, the "**BESS Substantial Completion Date**" [redacted]

8.5 BESS Final Completion

Subject to Article 8.6, "**BESS Final Completion**" shall occur only if all of the following have occurred:

a. BESS Substantial Completion shall have been achieved;

b. all items on the Punchlist shall have been completed by LGESVT;

c. all LGESVT's and Subcontractors' personnel have left the Site, and all supplies, tools, equipment, machinery, surplus materials, waste materials, rubbish and facilities other than those to which Purchaser holds title shall have been removed from the Site (other than LGESVT's personnel, supplies, tools, machinery, materials and equipment required for the performance of its obligations under all operations and maintenance agreements executed between the Parties, if applicable);

d. LGESVT shall have submitted all LGESVT Deliverables in accordance with [redacted]

e. a BESS Final Completion Certificate has been executed by LGESVT and delivered to Purchaser pursuant to Article 8.6.

8.6 BESS Final Completion Certificate

When LGESVT believes that it has satisfied the provisions of Article 8.5, LGESVT shall deliver to Purchaser a BESS Final Completion Certificate, together with reasonable supporting documentation. Purchaser shall, [redacted], countersign or reject such BESS Final Completion Certificate. If Purchaser rejects LGESVT's Notice, it shall respond in writing, giving its detailed reasons for such rejection. Thereafter, LGESVT shall take the appropriate corrective action. Upon completion of such corrective action, LGESVT shall provide to Purchaser a new BESS Final Completion Certificate. [redacted]. Upon Purchaser's countersignature to the BESS Final Completion Certificate, the "**BESS Final Completion Date**" shall be the date on which LGESVT signed and submitted the BESS Final Completion Certificate executed by Purchaser. [redacted]

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19. NOTICES AND COMMUNICATIONS

19.1 Notice Requirements

Any Notice made pursuant to the terms and conditions of this Agreement shall be in writing and be: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (d) sent by electronic mail, followed by confirmation in one of the other accepted methods in parts (a), (b), or (c) of this Article to the following addresses:

If to LGESVT:
LG Energy Solution Vertech, Inc.
155 Flanders Road
Westborough MA 01581
[redacted]

With a copy to:
LG Energy Solution Vertech, Inc.
155 Flanders Road
Westborough MA 01581
[redacted]

If to Purchaser:
DTE Electric Company
One Energy Plaza
WCB 8
Detroit, MI 48226
[redacted]

With a copy to:
DTE Electric Company
One Energy Plaza
WCB 16
Detroit, MI 48226
[redacted]

19.2 Representatives

Any technical or other communications pertaining to the Work shall be with the Parties' designated representative. Each Party shall provide Notice to the other in writing of the name of such representatives promptly after the Execution Date. LGESVT's Manager and the Purchaser Representative each shall have knowledge of the Work and be available at all reasonable times for consultation. Each Party's representative shall be authorized on behalf of such Party to administer this Agreement, agree upon procedures for coordinating the efforts of the Parties, and, when appropriate, to furnish information to or receive information from the other Party in matters concerning the Work.

19.3 Effective Time

Any Notice or Notification given personally, through overnight mail, electronic mail or through certified letter shall be deemed to have been received on delivery, any Notice given by express courier service shall be deemed to have been received the next Business Day after the same shall have been delivered to the relevant courier, and any Notice given by facsimile transmission shall be deemed to have been received on confirmed dispatch.

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- [redacted]

[redacted]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Execution Date.

Purchaser:

DTE Electric Company

By: Joi M. Harris

Name: Joi M. Harris

Title: President & CEO

LGESVT:

LG Energy Solution Vertech, Inc.

By: _____

Name: _____

Title: _____

Docusign En elope ID: D7A3DAB3-EE5A-4441-9311-DED11CDF8633

EXECUTION VERSION

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Execution Date.

Purchaser:

DTE Electric Company

By:_____

Name:_____

Title:_____

LGESVT:

LG Energy Solution Vertech, Inc.

DocuSigned by:
Jaehong Park
F21C817FBE884D6...

By:_____

Name: Jaehong Park

Title: CEO/President

Initial
RH

Attachments B

Guidehouse
Outwit Complexity

DTE 2025 Energy Storage Request for Proposals

Report from Guidehouse, Inc.

Prepared for:

DTE

DTE Electric Company

Submitted by:

Guidehouse Inc.
Ralph Luciani, Principal

Reference No.: 224635

December 10, 2025

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 Energy Storage RFP issued on May 9, 2025 (RFP). The purpose of the RFP was to solicit proposals for DTE Electric Company (DTE) to acquire energy storage resources to support the Company's Integrated Resource Plan (IRP) and meet its 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 new Energy Storage Systems located in Zone 7 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 550 MW and up to 850 MW of energy storage with a Commercial Operation Date (COD) no later than December 31, 2028.

An overview of the RFP requirements is shown in Table 1. Respondents were requested to bid projects using a Tolling Agreement (TA) in terms of $/kW-month or a build transfer agreement (BTA). DTE self-build proposals also were permitted. As shown, of the 550 to 850 MW sought in the RFP, there were separate approximate MW procurement targets for TA projects and Company Owned (BTA and self-build) projects.

Table 1: RFP Requirements

Parameter	Requirement
Resource Technology	Energy Storage Technology Neutral
Size	Minimum 5 MW, 4 hour
Capacity Need	At least 550 MW and up to 850 MW Approximately 290 MW to 485 MW Company Owned Approximately 260 MW to 365 MW TA
COD	Q4 2028 or earlier
Location	Physically located in Michigan in Zone 7 and electrically connected to DTE distribution system or MISO transmission system
Contract Structure	Tolling Agreement (TA) or Build Transfer Agreement (BTA)
TA Term Lengths	15 to 20 years
TA Price Structure	Fixed $/kW-month 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

[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 procurement of more than 10 gigawatts 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.

Settlement Agreement), and the September 9, 2021, Competitive Procurement Staff Guidance Document in Case No. U-20852 (Competitive Procurement Guidelines).

On February 20, 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 March 25, 2025, in which the draft RFP documents were presented to potential respondents by DTE and the IM, including the Scorecard used by the IM and DTE to evaluate proposals. The RFP was issued on May 9, 2025, with a proposal due date of June 27, 2025.[3] Shortlist finalists were selected in September 2025.

Conformance with IRP 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.[4] Consistent with the IRP Settlement Agreement and Competitive Procurement Guidelines, the IM: 1) worked with DTE to design the solicitation, 2) oversaw the administration of the bidding through the PowerAdvocate platform, and 3) evaluated bids for minimum qualifications. The IM and the DTE evaluation team jointly evaluated and scored bids, with the IM providing independent quality control and verification of all scores, and jointly selected the shortlisted projects. The IM and the DTE evaluation team reached full alignment on all scoring during this evaluation process. The IM and DTE also hosted pre-RFP and post-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.
- TA 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.

[3] Self-build bids were due one day earlier, on June 26, 2025.

[4] 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

- At the pre-RFP conference, Scorecards showing the weightings for price and non-price factors, as well as a bonus factor, were supplied and explained to potential bidders by the IM.
- Pro-forma TA and BTA agreements were supplied to bidders as part of the RFP materials.
- The method used to calculate TA terminal value was provided to bidders in advance.
- Per the IRP Settlement Agreement, Company-owned projects were scored and ranked separately from TA 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 65 total bids were received by June 27, 2025 from 11 bidders encompassing 29 unique battery storage projects comprising approximately 4,900 MW of storage capacity. All of the proposed projects were located on the MISO transmission system in Zone 7.

- For TA bids:
    - There were 20 unique TA projects, encompassing 44 total bids from 10 bidders, comprising approximately 3,450 MW of distinct storage capacity.
- For Company Owned bids:
    - There were 7 unique BTA projects, encompassing 12 total bids from 4 bidders, comprising approximately 1,050 MW of distinct storage capacity.[5]
    - There were 9 unique self-build projects, encompassing 9 total bids, comprising approximately 1,450 MW of distinct storage capacity.

All bids were evaluated using the criteria outlined in the RFP and the Scorecards issued with the RFP documentation. The proposals for 23 of the 65 total bids could not meet the RFP qualification criteria or were withdrawn by the bidder during the RFP evaluation process.[6] The remaining proposals were scored 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.

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

- Five TA projects comprising a total of approximately 1,000 MW.

[5] All seven unique BTA projects were also proposed as TA projects, yielding 29 total unique projects.

[6] Reasons that project bids could not meet the RFP criteria included insufficient developer experience, permitting status, incomplete pro forma redlines, and failure to meet interconnection criteria. Bidders were provided an opportunity to cure any deficiencies during the evaluation process.

- Five self-build storage projects comprising a total of approximately 850 MW.

The shortlist finalists were selected by proceeding down the bid score rankings until a sufficient and reasonable number of shortlist eligible proposals that would satisfy the RFP requirements were selected, including consideration that negotiations with some shortlisted projects might not result in a contract.

Summary and Conclusions

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

- The RFP minimum qualification evaluations were performed on a fair and consistent basis using the process outlined in the RFP and the Scorecards provided to bidders in advance. Respondents were given an opportunity to cure deficiencies within a reasonable period.

- The RFP evaluation stage, including the economic and noneconomic scoring, was performed on a fair and consistent basis using the process outlined in the RFP documents including the Scorecards provided to bidders in advance.

- Use of levelized cost of storage (LCOS) 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 20-year time horizon.

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

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

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

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

- 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 Energy Storage RFP was issued on May 9, 2025 (RFP). The purpose of the RFP was to solicit proposals for DTE Electric Company (DTE) to acquire energy storage resources to support the Company's Integrated Resource Plan (IRP) and meet its carbon reduction goals. DTE retained Guidehouse as the Independent Monitor (IM) to assist, guide, and oversee DTE in its RFP process.

The RFP was open to new standalone Energy Storage Systems located in Zone 7 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 550 MW and up to 850 MW of energy storage 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 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 a pre-RFP meeting with Commission Staff on February 13, 2025, and again on March 6, 2025, to discuss the draft RFP terms, conditions, and schedule. The IM and DTE hosted an RFP stakeholder presentation on February 20, 2025, with interested parties, 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 to notify bidders and other interested parties that the Company was opening a new competitive bidding process for energy storage was issued on March 13, 2025.

Subsequently, a pre-RFP conference was held on March 25, 2025, in which the 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 was presented by the IM at the conference.

Feedback from stakeholders attending the pre-RFP conferences was solicited, and refinements were made to the draft RFP materials in response to the stakeholder feedback received. The RFP was released in final form to PowerAdvocate on May 9, 2025.

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 energy and energy storage 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 two separate RFP numbers in PowerAdvocate comprising separate numbers for BTA and TA proposals.[7] As these two RFPs were similar in structure, terms, and schedule, the RFPs are described collectively below.

2.3.1 Qualifying Bids

The RFP was open to new standalone Energy Storage Systems located in Zone 7 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 550 MW and up to 850 MW of storage projects with a COD no later than December 31, 2028. The storage projects had a minimum size of 5 MW and were required to be capable of discharging the rated capacity for a minimum of 4 hours. Any existing facilities co-located at the same Point of Interconnection as the proposed project had to be currently owned by or contracted with DTE.

2.3.2 Bid Contract Type

The RFP required bidders to submit proposals for a BTA or TA. DTE self-build proposals also were permitted. Of the 550 MW to 850 MW sought in the RFP, there were separate approximate MW procurement targets for TA projects and Company Owned (BTA and self-build) projects.

As part of the pre-RFP conference, draft BTA and TA 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 May 9, 2025. As part of their bid proposal, bidders were permitted to submit redlines with alternative language to the BTA and TA pro forma agreements. Portions of the BTA and TA pro forma agreements were marked as “Non-Negotiable” by DTE and were not eligible for modifications.

Proposals had a minimum TA term requirement of 15 years and a maximum of 20 years. A fixed price or fixed annual escalation in $/kW-month for the term of the TA was required. Self-build proposals faced the same bid requirements as all other bids other than the need to submit

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

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 on May 9, 2025.[8] Respondent questions could be submitted through June 16, 2025, a Notice of Intent to Bid was due by June 19, 2025, and proposals were due on June 27, 2025. Self-build bids, if any, were due on June 26, 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 Scorecards 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 energy storage and renewable projects; acceptable project location, COD and developer safety ratings; and whether the

[8] The RFP was updated on May 15, 2025 and June 9, 2025 with respect to the amount of MW being sought under the RFP.

proposed project could meet key project feasibility requirements related to land, environmental concerns, and interconnection.

- Safety. Developer safety history and citations.
- 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 and tariff/duty risk assessment are fully filled out for each submitted bid permutation, and, for BTAs, whether information is provided with respect to eligible tax credits.

2.3.6.2 Scorecard Scoring Criteria

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

- Safety. The safety plan for each proposal is 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 with developing storage facilities under the contract type (BTA or TA) proposed.
    2. Permitting. The status of the relevant permits required for the facility.
    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 proposed project site and the extent to which 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 TAs, the scores across the first four components were averaged

- Pricing. Pricing is 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 Storage (LCOS) of the proposal over a 20-year period, net of the proposal's levelized capacity, energy arbitrage, and ancillary service benefits, 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 and duties.
        - The calculation of the LCOS for TAs incorporated a Financial Compensation Mechanism (FCM) in accordance with the PA 235 Michigan Clean Energy and Jobs Act. In addition, the calculation of the LCOS for TAs with a term less than 20 years included a terminal value adjustment or purchase option as identified in the Competitive Procurement Guidelines.
    - The resulting EER in $/kW-month terms of each proposal was sorted from low to high across all proposals within each contract category (Company-owned or TAs) and scored between 5 (high, lowest EERs) and 1 (low, highest EERs).
- Bonus Points. A bonus of 0.1 points was available to those Company-owned or TA facilities with a qualifying safe harbor tax strategy.

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 (Company-owned or TAs), 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 U-21193 and Exhibit A of the Competitive Procurement Guidelines (CPG) in Case No. U-20852. DTE and the IM worked together to ensure that each of the requirements were met, as described further below.

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

- [IRP SA 9d./CPG 2d.] Pre-RFP Meeting. DTE and the IM initially met with Commission Staff on February 13, 2025, and a stakeholder input presentation was held on February 20, 2025. A pre-RFP meeting with DTE, the IM, and Commission Staff took place on March 6, 2025. A pre-RFP stakeholder conference hosted by DTE and the IM took place on March 25, 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 September 9, 2025.

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

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

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

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

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

- [CPG 2d.] Post-RFP Meeting. A post-RFP meeting with Commission Staff and the IM was conducted on September 9, 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.

[9] 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.

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. TA term requirements were consistent with the IRP Settlement Agreement and Competitive Procurement specifications.
3. Scoring sheets showing the bonus factor and weighting for price and non-price factors were supplied in advance to bidders and explained to potential bidders by the IM at the pre-RFP conference on March 25, 2025.
4. Proforma BTA and TA agreement were supplied to bidders as part of the RFP documentation.
5. The method used to calculate TA terminal value was provided to bidders in advance in accordance with the Competitive Procurement Guidelines.
6. Per the IRP Settlement Agreement, Company-owned projects were scored and ranked separately from TA 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 May 9, 2025.
- Subsequently, 59 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 June 16, 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 June 26, 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 65 bids from 11 different bidders were submitted by June 27, 2025, in accordance with the RFP schedule.
- These 65 bids encompassed 29 unique battery storage projects comprising approximately 4,900 MW of storage capacity. Of the 29 unique projects, 16 were stand-alone energy storage projects and 13 proposed the use of a surplus interconnection with a co-located renewable project. All of the proposed projects were located on the MISO transmission system in Zone 7.
    - For TA bids:
        - There were 20 unique TA projects, encompassing 44 total bids from 10 bidders, comprising approximately 3,450 MW of distinct storage capacity.
        - One unique TA project offered only a 15-year term, two proposed both 15-year and 20-year terms, and all other TA projects proposed only 20-year terms.
    - For Company Owned bids:
        - There were 7 unique BTA projects, encompassing 12 total bids from 4 bidders, comprising approximately 1,050 MW of distinct storage capacity.[10]
        - There were 9 unique self-build projects, encompassing 9 total bids, comprising approximately 1,450 MW of distinct storage capacity.

[10] All seven unique BTA projects were also proposed as TA projects, yielding 29 total unique projects.

3.1 Qualification and Scoring

Eligible submitted proposals were advanced to the qualification criteria evaluation stage. Under the oversight of the IM, subject matter experts from DTE performed a detailed examination of each of the qualification criteria contained in the Scorecards and previously released to potential bidders. An evaluation session was conducted at a central location under the oversight of the IM. During the evaluation session the IM, the RFP Evaluation Team, and RFP subject matter experts completed an initial Scorecard for each proposal.

Where needed, a series of follow-up questions were developed. In general, these questions focused on any criteria where qualifications were not met, or further clarification was required. This provided an opportunity for bidders to cure any deficiencies. The bidder responses to the follow-up questions were examined by the IM, RFP Evaluation Team, and RFP subject matter experts and the Scorecard for each proposal was updated.

During the cure process, five bids were withdrawn by two developers. Based on the updated set of Scorecards, 18 of the remaining bids did not meet the prespecified minimum requirements and the identified deficiencies were not curable. Some of the reasons project bids could not meet the RFP criteria included insufficient developer experience, permitting status, incomplete pro forma redlines, and failure to meet interconnection criteria.

3.2 Shortlist Selection Process

The process above yielded a total of 23 unique shortlist eligible projects, with an aggregate total of 42 bid variations (e.g., differing sizes, different pricing escalators). The total scores for these remaining bids were ranked from high to low within the Company-owned and TA categories to determine those under further shortlist consideration. On August 28, 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 September 5, 2025.[11]

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 TA categories to determine the shortlist finalists.

In sum, with the oversight and approval of the IM, shortlist projects were selected as follows:

- For TAs: Five TA storage projects comprising a total of 1,000 MW were selected for the shortlist.
- For Company-owned: Five self-build storage projects comprising a total of 850 MW were selected for the shortlist.

The IM oversaw the project scoring process and the selection of the shortlist finalists and approved the selection.

[11] Four additional joint project pricing bid alternatives were submitted during the best and final pricing offer period.

4. Fair Market Value

Guidehouse calculated the fair market value, in terms of LCOS, 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 TA bids, the as-bid $/kW-month price included FCM but without any terminal value adjustment.[12] For Company-owned bids, the LCOS was calculated in the bid scoring process using the levelized revenue requirement over a 20-year life.
- The lowest priced bid variation (e.g., TA 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.[13] However, bids of differing sizes or differing technology at the same site were included.
- The contract risk adjustment assigned to each bid was included in the market value to normalize these 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
- 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 $16.1/kW-month.

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 Appendix is provided in compliance with paragraph 14b. of the IRP Settlement Agreement.[14]

[12] If there was a TA annual price escalator, the as-bid price would be levelized over the TA term.

[13] Bids containing joint pricing of projects that also were bid individually were excluded from the average to avoid counting individual projects more than once. Bid prices were averaged across TA 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.

[14] Note that the "Comment" column in the Summary of Bids reflects comments made in the September 2025 period when the final shortlisting of the projects occurred, and prior to the commencement of subsequent contract negotiations.

5. Recommendations

Guidehouse worked closely with DTE throughout the development of the solicitation, the administration of the bidding, and the evaluation of the bids. DTE adopted Guidehouse recommendations throughout this process and Guidehouse has no specific additional recommendations at this time. We expect that additional refinements to the RFP documents and process will be made in future DTE energy storage 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 or energy storage 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 850 MW of Company-owned storage projects and 1000 MW of TA storage projects were selected as shortlist finalists through this RFP.

- The RFP minimum qualification evaluations were performed on a fair and consistent basis using the process outlined in the RFP and the Scorecard provided to bidders in advance. Respondents were given an opportunity to cure deficiencies within a reasonable period.

- The RFP evaluation stage, including the economic and noneconomic scoring, was performed on a fair and consistent basis using the process outlined in the RFP documents including the Scorecard provided to bidders in advance.

- Use of levelized cost of storage (LCOS) 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 20-year time horizon.

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

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

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

- The RFP was developed and performed in accordance with the IRP Settlement Agreement U-21193 and the Competitive Procurement Guidelines 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	LCOS (As Bid)	LCOS (with risk adjustments)	Comment
COMPANY OWNED								
1	Battery	350	Self	2028	3.7	$13	$14	Currently in Consideration
2	Battery	200	Self	2028	3.7	$13	$14	Currently in Consideration
3	Battery	75	Self	2027	3.6	$14	$14	Currently in Consideration
4	Battery	125	Self	2028	3.6	$15	$15	Currently in Consideration
5	Battery	100	Self	2027	3.5	$14	$14	Currently in Consideration
6	Battery	200	Self	2028	3.4	$13	$13	Contingent Shortlist
7	Battery	100	Self	2027	3.3	$14	$14	Contingent Shortlist
8	Battery	100	BTA	2028	3.3	$14	$16	Contingent Shortlist
9	Battery	100	BTA	2028	3.1	$14	$16	Contingent Shortlist
10	Battery	100	BTA	2028	3.0	$15	$16	Duplicate, Contigent Shortlist
11	Battery	100	BTA	2028	2.8	$15	$17	Duplicate, Contigent Shortlist
12	Battery	200	BTA	2030	2.7	$16	$18	Contingent Shortlist
13	Battery	200	BTA	2028	2.6	$21	$23	Duplicate, Contigent Shortlist
14	Battery	200	BTA	2029	2.6	$21	$23	Duplicate, Contigent Shortlist
15	Battery	200	BTA	2028	2.6	$21	$23	Duplicate, Contigent Shortlist
16	Battery	200	BTA	2028	2.4	$16	$18	Not in Consideration
17	Battery	175	Self	2027	0.0	$13	$13	Non-conforming
18	Battery	125	Self	2028	0.0	$12	$12	Non-conforming
19	Battery	50	BTA	2028	0.0	$16	$17	Non-conforming
20	Battery	200	BTA	2028	0.0	$16	$18	Withdrawn by developer
21	Battery	200	BTA	2028	0.0	$16	$18	Withdrawn by developer
22	Battery	200	BTA	2028	0.0	$18	$19	Duplicate, withdrawn by developer
23	Battery	200	BTA	2028	0.0	$18	$20	Duplicate, withdrawn by developer

Project #	Tech-nology	Rounded MW (AC)	Structure	COD	Total Bid Score	LCOS (As Bid)	LCOS (with risk and FCM adjustments)	LCOS (with risk, FCM and terminal value adjustments)	Comment
TOLLING AGREEMENTS									
1	Battery	450	TA	2028	3.9	$11	$13	$13	Currently in Consideration
2	Battery	200	TA	2028	3.9	$13	$15	$15	Duplicate, Currently in Consideration
3	Battery	400	TA	2028	3.8	$13	$15	$15	Duplicate, Currently in Consideration
4	Battery	75	TA	2028	3.8	$12	$15	$15	Currently in Consideration
5	Battery	200	TA	2028	3.7	$13	$15	$15	Currently in Consideration
6	Battery	75	TA	2027	3.6	$13	$15	$15	Currently in Consideration
7	Battery	200	TA	2028	3.6	$13	$15	$15	Currently in Consideration
8	Battery	200	TA	2028	3.5	$12	$15	$15	Duplicate, Currently in Consideration
9	Battery	250	TA	2028	3.4	$12	$15	$15	Contigent Shortlist
10	Battery	200	TA	2028	3.3	$13	$16	$16	Duplicate, Currently in Consideration
11	Battery	600	TA	2028	3.3	$13	$15	$15	Duplicate, Contingent Shortlist
12	Battery	100	TA	2028	3.2	$13	$16	$16	Contigent Shortlist
13	Battery	100	TA	2028	3.2	$13	$15	$15	Contigent Shortlist
14	Battery	400	TA	2028	3.2	$13	$15	$15	Duplicate, Contingent Shortlist
15	Battery	400	TA	2028	3.2	$13	$15	$15	Duplicate, Contingent Shortlist
16	Battery	100	TA	2028	3.1	$13	$16	$15	Duplicate, Contingent Shortlist
17	Battery	100	TA	2028	3.0	$13	$15	$15	Duplicate, Contingent Shortlist
18	Battery	275	TA	2028	2.8	$13	$16	$16	Contigent Shortlist
19	Battery	200	TA	2028	2.7	$14	$16	$16	Contigent Shortlist
20	Battery	100	TA	2028	2.5	$14	$17	$17	Duplicate, Contingent Shortlist
21	Battery	200	TA	2028	2.3	$14	$17	$17	Duplicate, Contingent Shortlist
22	Battery	100	TA	2028	2.3	$14	$17	$17	Duplicate, Contingent Shortlist
23	Battery	100	TA	2028	2.3	$14	$17	$17	Duplicate, Contingent Shortlist
24	Battery	100	TA	2028	2.1	$14	$17	$17	Duplicate, Contingent Shortlist
25	Battery	100	TA	2028	2.1	$17	$19	$18	Not in Consideration
26	Battery	200	TA	2028	1.9	$15	$18	$18	Not in Consideration
27	Battery	50	TA	2028	1.7	$17	$19	$19	Not in Consideration
28	Battery	100	TA	2027	1.5	$15	$17	$17	Not in Consideration
29	Battery	75	TA	2028	1.5	$15	$18	$18	Not in Consideration
30	Battery	100	TA	2028	1.3	$15	$18	$18	Not in Consideration
31	Battery	150	TA	2028	0.0	$11	$13	$13	Non-conforming
32	Battery	100	TA	2028	0.0	$13	$16	$16	Withdrawn by developer
33	Battery	100	TA	2028	0.0	$13	$16	$16	Non-conforming
34	Battery	100	TA	2028	0.0	$13	$16	$16	Non-conforming
35	Battery	100	TA	2028	0.0	$14	$16	$16	Non-conforming
36	Battery	150	TA	2028	0.0	$14	$16	$16	Non-conforming
37	Battery	300	TA	2028	0.0	$14	$16	$16	Non-conforming
38	Battery	100	TA	2028	0.0	$14	$17	$17	Non-conforming
39	Battery	50	TA	2028	0.0	$14	$17	$17	Non-conforming
40	Battery	100	TA	2028	0.0	$14	$17	$16	Non-conforming
41	Battery	100	TA	2028	0.0	$14	$17	$16	Non-conforming
42	Battery	250	TA	2028	0.0	$14	$16	$16	Non-conforming
43	Battery	150	TA	2027	0.0	$14	$17	$17	Non-conforming
44	Battery	100	TA	2028	0.0	$15	$18	$18	Non-conforming
45	Battery	150	TA	2028	0.0	$15	$17	$17	Non-conforming
46	Battery	100	TA	2028	0.0	$15	$18	$17	Non-conforming

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Attachment C

Tariff Impacts Identified by Suppliers

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

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the Application of DTE Electric Company for Approval of Special Contacts	)	Case No. U-21990

PROOF OF SERVICE

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

ESTELLA R. BRANSON states that on January 16, 2026, she served a copy of DTE Electric's Application for *ex parte* Approval of special contracts for electric service with supporting Affidavit of Luisa M. Dunlap, in the above captioned matter, via electronic mail, upon the persons listed on the attached service list.

Estella R. Branson
Digitally signed by Estella R. Branson
Date: 2026.01.16 16:36:32 -05'00'

ESTELLA R. BRANSON

MPSC Case No. U-21990
SERVICE LIST

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