S T A T E O F M I C H I G A N

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of **DETROIT THERMAL, LLC,** for *ex parte* approval of an energy sales agreement with Detroit Regional Convention Facility Authority.	)))))	Case No. U-22133

At the August 6, 2026 meeting of the Michigan Public Service Commission in Lansing, Michigan.

PRESENT: Hon. Daniel C. Scripps, Chair
Hon. Katherine L. Peretick, Commissioner
Hon. Shaquila Myers, Commissioner

ORDER

On May 26, 2026, Detroit Thermal, LLC (Detroit Thermal) filed an application in this docket with supporting exhibits for *ex parte* approval of an energy sales agreement with the Detroit Regional Convention Facility Authority (DRCFA) for the supply of steam to the Huntington Place convention facility located in Detroit, Michigan.

In its application, Detroit Thermal states that it and DRCFA explored several proposals for the continuation of steam service to DRCFA facility and arrived at an agreement that is the product of good faith negotiations and compromise. Application, p. 2. The energy sales agreement, attached to this order as Exhibit A, has an initial term that expires on September 14, 2039, with automatic renewal for consecutive five-year terms thereafter unless either party gives notice not less than one year prior to the expiration of the current term that it elects not to renew. Exhibit A, p. 5. Detroit

Thermal further avers that there are clear benefits for the company, its members, and its other customers, as well as for DRCFA and the public.

The Commission has reviewed the energy sales agreement and finds that it is in the public interest, is reasonable, and should be approved. The Commission further finds that approval of the energy sales agreement will not alter or increase any existing steam rates paid by Detroit Thermal's other customers, and, therefore, *ex parte* review and approval are appropriate. *See*, MCL 460.6a(3).

THEREFORE, IT IS ORDERED that the energy sales agreement between Detroit Thermal, LLC, and the Detroit Regional Convention Facility Authority attached to this order as Exhibit A, is approved.

The Commission reserves jurisdiction and may issue further orders as necessary.

Any party desiring to appeal this order must do so in the appropriate court within 30 days after issuance and notice of this order, pursuant to MCL 462.26. To comply with the Michigan Rules of Court's requirement to notify the Commission of an appeal, appellants shall send required notices to both the Commission's Executive Secretary and to the Commission's Legal Counsel. Electronic notifications should be sent to the Executive Secretary at LARA-MPSC-Edockets@michigan.gov and to the Michigan Department of Attorney General - Public Service Division at sheac1@michigan.gov. In lieu of electronic submissions, paper copies of such notifications may be sent to the Executive Secretary and the Attorney General - Public Service Division at 7109 W. Saginaw Hwy., Lansing, MI 48917.

MICHIGAN PUBLIC SERVICE COMMISSION

Daniel C. Scripps, Chair

Katherine L. Peretick, Commissioner

Shaquila Myers, Commissioner

By its action of August 6, 2026.

Lisa Felice, Executive Secretary

ENERGY SALES AGREEMENT

BETWEEN DETROIT THERMAL, LLC

AND

DETROIT REGIONAL CONVENTION FACILITY AUTHORITY

PART I

COVERSHEET

This Energy Sales Agreement ("Agreement"), made as of May 21, 2026 (the "Execution Date"), by and between Detroit Thermal, LLC, an Ohio limited liability company, whose address is 541 Madison Ave., Detroit, Michigan 48226 (hereinafter referred to as "Detroit Thermal" or "Company") and Detroit Regional Convention Facility Authority whose address is One Washington Blvd, Detroit, Michigan 48226 ("Huntington Place") (hereinafter referred to as the "Customer") for the provision of energy services as defined in this Agreement by Detroit Thermal to the Customer's Service Location(s) as identified in this Part I.

Detroit Thermal, LLC
("Detroit Thermal" or "Company")

All Notices: Detroit Thermal, LLC

541 Madison Ave
Detroit, MI 48226
Attn: Rick Pucak
Email: Rrpucak@detroitthermal.com

Detroit Regional Convention Facility Authority ("Customer")

All Notices: Detroit Regional Convention Facility Authority

One Washington Blvd
Detroit, MI 48226
Attn: Bryan Crowe
Email: bcrowe@drcfa.org

With a Copy to:

Arthur J. LeVasseur
Fisher, Franklin & Ford
24725 W. 12 Mile Rd, Suite 230
Detroit, MI 48034
Email: levasseur@fischerfranklin.com

Mathew Ware
Cartier Energy, LLC
1209 Orange Street
Wilmington, DE 19801
Email: Mathew.ware@cartier-energy.com

Charles E. Dunn, Esq
Charles E. Dunn PLC
P.O. Box 1536
Birmingham, MI 48012
Email: CharlesEDunnPLC@gmail.com

Jeffrey M. Schroder, Esq
Plunkett Cooney
38505 Woodward Ave., Sute 100
Bloomfield Hills, MI 48304
Email: jschroder@plunkettcooney.com

Service Location(s). Service shall be provided by Detroit Thermal to the Customer at the following Service Location(s):

Service Location(s):
Huntington Place Convention Center, One Washington Blvd, Detroit, Michigan

Term: The Term is governed by Article 3.

Term Commencement:	11/20/2025
Term Expiration:	09/14/2039

Contract Capacity:

Contract Capacity:	32,000 pph

Terms and Conditions attached and all Exhibits are part of this Agreement. COMPANY AND CUSTOMER EACH ACKNOWLEDGE HAVING READ SAID DEFINITIONS AND TERMS AND CONDITIONS AND AGREE TO SAID TERMS AND CONDITIONS.

Detroit Thermal, LLC 541 Madison Ave Detroit, MI 48226 (Company)	Detroit Regional Convention Facility Authority One Washington Blvd Detroit, MI 48226 (Customer)
DocuSigned by: By: Adam Schiff A9F9D5EAED25455... (Signature)	Signed by: By: D61722083FD948D... (Signature)
Printed Name: Adam Schiff	Printed Name: Bryan Crowe
Title: Authorized Representative	Title: Chief Executive Officer
Date: 5/25/2026 | 2:43 PM EDT	Date: 5/22/2026 | 4:17 PM EDT

Part II

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PART III

Energy Sales Agreement

This Agreement supersedes any and all previous agreements for service provided by Detroit Thermal to the Customer at the Service Location(s), if any, which are hereby terminated and of no further force or effect. Energy Services shall be delivered by Detroit Thermal and received and paid for by the Customer under the following terms and conditions:

Article 1 – Definitions

1.1. "Agreed-Upon Venues" has the meaning set forth in Section 10.3.

1.2. "Agreement" is this Energy Sales Agreement between the Company and the Customer, including any amendment or other modification hereto made in accordance with Section 14.14.

1.3. "Backup Energy Service" means equipment and/ or services intended to be used when Energy Services under this Agreement are unavailable. Backup Energy Service may only be used when Energy Services are unavailable or for periodically required testing.

1.4. "Bankrupt" means with respect to either Party, such Party (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it and such petition remains undismissed for a period of sixty (60) Days, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

1.5. "Business Day" means a Calendar Day other than Saturday, Sunday or a holiday observed by the State of Michigan.

1.6. "Calendar Day" or "Day" means the twenty-four (24) hour period beginning at 12:00 a.m. midnight Eastern Prevailing Time and ending at 11:59:59 p.m. Eastern Prevailing Time. The terms Day and Calendar Day may be used interchangeably and shall have the same meaning.

1.7. "Capacity Charge" has the meaning set forth in Exhibit B.

1.8. "Company" means Detroit Thermal, LLC.

1.9. "Contract Capacity" is the maximum instantaneous amount of energy that the Company is committed to provide to the Customer, measured in pounds per hour ("pph").

The Contract Capacity for this Agreement is identified in Part I to this Agreement.

1.10. “Customer” has the meaning set forth in Part I to this Agreement.

1.11. “Defaulting Party” has the meaning set forth in Section 9.1.

1.12. “Delivery Points” are the locations where the Company’s distribution facilities interface with the Customer’s facilities at the Service Location(s), in each case as shown in Exhibit C.

1.13. “Detroit Thermal” means Detroit Thermal, LLC.

1.14. “Effective Date” means November 20, 2025.

1.15. ”Energy Services” means steam energy as of the Effective Date used by the Customer for all heating, production of domestic hot water, or process needs including but not limited to: sterilization, humidification, research, food preparation and laundry at the Service Locations.

1.16. “Event of Default” has the meaning set forth in Section 9.1.

1.17. “Execution Date” has the meaning set forth in Part I to this Agreement.

1.18. “Failure to Provide Energy Services” shall mean an interruption in Company’s Energy Services to Customer for any reason other than a Force Majeure event as defined in Article 7, an Event of Default by Customer in accordance with Section 9.1, or a Maintenance Interruption in accordance with Section 4.2.

1.19. “Forbearance Period” has the meaning set forth in Section 5.3.

1.20. “Force Majeure” shall mean any event or circumstance which (a) arises after the Execution Date; (b) was not reasonably foreseeable; (c) was not the result of any fault or negligence, or otherwise caused by, the Party claiming Force Majeure; (d) was beyond the reasonable control of the Party claiming Force Majeure; and (e) has an impact that will actually and adversely affect the performance of the Party claiming Force Majeure which such Party has been unable to overcome through the exercise of due diligence. If all of the foregoing criteria are met, events of Force Majeure shall include, without limitation, acts of God, including flood, earthquake, storm, or other natural calamity; war, insurrection, civil disturbance or riot; curtailment, order, regulation or restriction imposed by a governmental authority; or any other cause beyond the reasonable control of the affected Party. Notwithstanding the foregoing, Force Majeure shall not include: (i) shortages of fuel and supplies, other than any such shortages occurring as the result of an identifiable event of Force Majeure as described in the first sentence of this definition, including in time of calamity or unusual world events which are preventing industrial users, including the Company, from obtaining fuel for their operations; (ii) strikes specific to the employees of the affected Party; or, (iii) explosions or fires on the site of the affected Party, unless such explosions or fires occur as the direct result of an identifiable event of Force Majeure as described in the first sentence of this definition.

1.21. "Initial Term" has the meaning set forth in Section 3.1.

1.22. "Law" means any federal, state and local laws, statutes, regulations, rules, codes, orders, judgments, decrees or ordinances enacted, adopted, issued or promulgated by any governmental authority, including any authorizations issued to a Party or by which a Party may be bound (including any of the foregoing pertaining to electrical, building, zoning, environmental and occupational safety and health requirements) or any published directive, guideline, tariff, requirement or other restriction of a governmental authority or any determination by, or interpretation of, any of the foregoing by any governmental authority, binding on a given Person in a relevant jurisdiction.

1.23. "Losses" has the meaning set forth in Section 8.1.

1.24. "Maintenance Interruption" means an interruption in Energy Services for repairs to one or more Service Locations that is communicated by Company to Customer in advance.

1.25. "MPSC" is the Michigan Public Service Commission, and any successor organization.

1.26. "MPSC Approval" shall mean a final unconditional order issued by the MPSC and not subject to further judicial review.

1.27. "Operating Committee" has the meaning set forth in Section 10.1.

1.28. "Party" means either the Company or the Customer individually.

1.29. "Parties" means the Company and the Customer together.

1.30. "Price" has the meaning set forth in Section 6.1.

1.31. "Renewal Term" has the meaning set forth in Section 3.2.

1.32. "Service Characteristics" has the meaning set forth in Section 4.1.

1.33. "Service Interruption Notice" has the meaning set forth in Section 4.4.

1.34. "Service Location(s)" shall mean those specific locations listed in Part I of this Agreement, including any improvements that may be made thereto by Customer during the Term of the Agreement as discussed following. In the event that a new structure or facility is constructed by or on behalf of Customer, or an addition is made to any existing Service Location during the Term, in the sole discretion of the Customer, such new structure or facility, or such addition to an existing Service Location, may be deemed to be included as a Service Location under this Agreement; provided, that Customer notifies Company of such additional structure, or addition and the list at Part I is amended accordingly. Any one-time connection or setup costs related to any such new structure, facility, improvement or addition shall be at the sole cost and expense of Customer, unless otherwise agreed in writing by the Parties.

1.35. "Term" has the meaning set forth in Section 3.2.

1.36. "Tariff" has the meaning set forth in Section 2.1.

1.37. "Termination Payment" has the meaning set forth in Section 9.4.

Article 2 - General Provisions

2.1. Applicability of Tariff. Except to the extent this Agreement provides for different rates, and terms and conditions, the sale and delivery of energy under this Agreement to the Service Location(s) is governed by the terms of Detroit Thermal's filed tariff, MPSC No. I - Steam ("Tariff"), as revised from time to time. A copy of Detroit Thermal's current Tariff is available at https://www.michigan.gov/mpsc/consumer/electricity/data-price/electric-rate-books/mpsc-approved-detroit-thermal-steam-rate-book-and-cancelled-sheets and is incorporated herein by reference. The terms of this Agreement shall prevail in all cases where a conflict exists with the provisions of Detroit Thermal's Tariff, and Customer acknowledges that Detroit Thermal's Tariff is revised from time to time after MPSC Approval and Customer shall be bound by any such revisions to the Tariff, provided however, that the terms of this Agreement shall control in the event that any revisions to Detroit Thermal's Tariff conflict with this Agreement.

2.2. MPSC Approval. This Agreement is explicitly conditioned upon approval in its original form as presented to the MPSC. The Company shall apply for approval and the Customer shall cooperate to obtain such approval and, to the extent permitted by the MPSC or provided by applicable law, may participate in any proceedings. If the MPSC does not approve this Agreement as presented, or conditions its approval on any changes to this Agreement, then the Parties shall accept or attempt to resolve any issues raised by the MPSC within sixty (60) days of the date of the MPSC order. If the Parties fail to accept or resolve all issues raised by the MPSC, in writing, within such sixty (60) day period (each Party acting in its sole discretion), this Agreement shall automatically terminate and be of no further force or effect.

2.3. Customer Obligations. Customer shall be responsible for the payment for service rendered to the Service Location(s) during the Term of this Agreement. The obligations and liabilities of the Customer include but are not limited to the obligation to pay any applicable Termination Payment under this Agreement.

2.4. Full Requirements. Customer shall only be permitted to use Energy Services procured from the Company and shall purchase all of its Energy Services exclusively from the Company. For purposes of clarity, except as otherwise required by applicable law or regulation requiring the availability of Backup Energy Service, or generally accepted prudent management practices related to the availability of Backup Energy

Service, during the Term of this Agreement, Customer shall not, directly or indirectly: (i) self-supply, (ii) produce or source or (iii) otherwise procure from a party other than the Company any Energy Service.

Article 3 - Term

3.1. Initial Term. The initial term of this Agreement shall commence on the Effective Date and continue through September 14, 2039 (the "Initial Term").

3.2. Renewal Term. This Agreement shall automatically renew for successive terms of five (5) years each (each such renewal period, a "Renewal Term"), unless one Party gives the other Party written notice not less than one (1) year prior to the end of the then-current term of such Party's election to terminate this Agreement. The Initial Term, as extended by any Renewal Term, is referred to as the "Term".

Article 4 – Service

4.1. Service Characteristics. The service characteristics are specified in Exhibit A (the "Service Characteristics").

4.2. Maintenance Interruption. The Company shall use commercially reasonable efforts to provide the Customer with advance notice of an interruption in Energy Services to the Customer's Service Location(s), with a goal of providing at least (5) Business Days' prior notice. Regularly scheduled maintenance shall only occur between June 1st and September 1st. The notice requirement set forth in this Section shall not be required for any emergency shut-off or an interruption in service resulting from an event of Force Majeure or an action or omission of the Customer.

4.3. Title and Risk of Loss. Energy Services purchased under this Agreement shall be delivered by the Company to the Customer at the applicable Delivery Point, at which point title to and risk of loss shall transfer from the Company to the Customer. All Energy Services delivered by the Company at the applicable Delivery Point shall meet the Services Characteristics.

4.4. Service Interruption. In the event of a Failure to Provide Energy Services, Customer shall notify Company as soon as commercially practicable, by telephone, confirmed promptly thereafter in writing ("Service Interruption Notice"). The Service Interruption Notice shall describe the deficiency in delivery of Energy Services in reasonable detail. Company shall respond to Customer as soon as commercially practicable with the suspected cause of the Failure to Provide Energy Services as well as Company efforts and projected timeline to restore service.

Article 5 – Metering, Billing and Payments

5.1. Metering. Company shall meter the Energy Services supplied hereunder. There shall be a meter located at each Delivery Point of the type that is commonly utilized by utilities for such purpose. The meter shall be installed and maintained by the Company at the Company's expense and shall be owned by and be the property of the Company. The meter shall be installed in such a manner that it will transmit hourly data regarding usage via electronic means. Upon Customer's reasonable request, but no more than twice per year, the Company shall provide to Customer evidence of testing to ensure that the meter is properly calibrated and operating within accepted industry standards. In the event that Customer has a reasonable basis to believe the results of the Company's testing are materially inaccurate, the Company shall retain a third-party contractor to conduct another test. If the results of such testing affirm the results of the Company's testing, Customer shall be responsible for the costs associated with the third-party testing. Customer shall provide a location at each Delivery Point that is suitable to the Company for the meter and adequate security and protection to avoid damage to or tampering or interference with the same.

5.2. Billing. Company will deliver an invoice to the Customer each month setting forth the Energy Services delivered to the Customer during the previous month, the Price applicable to such deliveries, and the total amount due the Company. The Company will render an individual bill itemized by the Service Location(s).

5.3. Billing Disputes. If Customer, in good faith, disputes the amount of any invoice for service or any part thereof prior to an invoice's due date, the Customer shall pay the undisputed amount and provide the Company with written notification and justification of the dispute along with any evidence and documentation supporting the disputed amounts. The Customer and Company shall attempt to resolve the billing dispute and shall forebear from pursuing any remedy available to them at law or in equity to enforce their rights for a period of sixty days (60) days from the date of the written notice (the "Forbearance Period"); provided, however, that either Party may shorten the Forbearance Period if it risks being materially prejudiced by an applicable statute of limitation or other similar exigent circumstance. In the event the dispute has not been resolved within the Forbearance Period, either Party may pursue any remedy available at law or in equity to enforce its rights. Irrespective of whether Customer has paid an invoice, Customer shall have the right to dispute any charges contained on such invoice for a period of up to two (2) months following the date of the invoice or, in the case of a meter calibration issue per Section 5.1, within thirty (30) days of Customer's discovery of the meter issue.

5.4. Payment. Customer will remit full payment for each monthly invoice within thirty (30) Days following the date of the applicable invoice. In the event an overdue undisputed amount is not paid within forty-five (45) days following the due date of the applicable invoice, Company shall have the right, in Company's sole discretion, to either (a) suspend

Energy Services until payment is made by Customer or (b) treat such failure to pay as an Event of Default by Customer pursuant to the provisions of Article 9. For the avoidance of doubt, the Parties agree that Customer shall not be entitled to any cure period beyond the forty-five (45)-day period described in the preceding sentence before Company may elect to treat Customer's failure to make such payment as an Event of Default. Any portion of such undisputed invoice amount not received by Company within such thirty (30)-Day period will bear interest at the rate of 18% per annum. In the event of suspension of service, Customer shall incur a service shut-off charge in the amount of twenty-five thousand dollars ($25,000) which the Customer shall pay to Company within thirty (30) Days following Company's suspension of Energy Services. For the avoidance of doubt, any suspension or termination of Energy Services by Company pursuant to this Section 5.4 shall not be deemed an Event of Default by Company.

Article 6 – Pricing

6.1 Price. The price for Energy Services purchased by the Customer under this Agreement (the "Price") shall be calculated in accordance with the methodology set forth in Exhibit B.

6.2 Reasonable and Proportional Share of Additional Costs. In addition to the charges included within the Price as part of Exhibit B, the Customer agrees to reimburse the Company for its reasonable and proportional share of any and all additional costs imposed on Company by the MPSC, State of Michigan or in Law that affect or relate to the delivery of energy to Customer other than costs of which Company has actual knowledge as of the Execution Date which Company did not disclose to the Customer. These additional costs shall be invoiced to Customer and shall be paid by Customer within thirty (30) days of receipt of invoice unless the Parties mutually agree to extend the payment period.

Article 7 – Force Majeure

7.1 Obligations Under Force Majeure. If either Party is delayed in, hindered in, or prevented from performing any of its obligations under this Agreement as a result of an event of Force Majeure, then, during the continuance, and to the extent, of such inability, such Party's performance of such obligations shall be excused. Notwithstanding the foregoing, neither Party shall be excused from making payments previously invoiced or otherwise due and owing under this Agreement.

7.2 Notice. The Party rendered wholly or partially unable to perform because of a Force Majeure event shall give written notice to the other Party as soon as practicable after such event occurs, including a description of such Force Majeure event, an estimate of the anticipated duration of such Force Majeure event, and the effect of the Force Majeure event on the Party's performance obligation. Unless performance has already resumed, the Party rendered wholly or partially unable to perform because of a Force Majeure event shall, within thirty (30) Days of the date upon which such notice of Force Majeure was provided, and at Monthly intervals thereafter, submit to the other

Party an update of the Force Majeure event including a summary of the activities necessary for the Party to resume performance. Upon the conclusion of the Force Majeure event, the Party heretofore unable to perform shall resume performance of the obligation previously suspended and provide notice to the other Party of when the Force Majeure event ceased.

7.3 Force Majeure Termination. If an event of Force Majeure exceeds a period of more than ninety (90) days, Customer or Company may terminate without any payment obligation under Exhibit D of this Agreement by providing written notice to the other party.

7.4 Continued Payment Obligation. The Customer's obligation to make payments already due under this Agreement is not suspended by Force Majeure.

Article 8 –Indemnification

8.1 Company's Indemnity. Company shall indemnify, defend and hold Customer and its officers, directors, shareholders, agents and employees harmless from any and all liability, claims, demands, costs, judgments, loss or damage, including attorney fees ("Losses"), attributable to or resulting from the maintenance, possession or operation of the Company's facilities, except to the extent caused by the gross negligence or willful misconduct of Customer. Without limiting the foregoing, Company shall at Customer's request, defend at Company's expense any suit or proceeding brought against Customer for any of the above-named reasons; provided that Customer notifies Company in writing of any such claim and promptly tenders to Company the control and defense of any such claim with Company's choice of counsel. Customer shall cooperate with Company in defending such claim and Customer may join in defense with counsel of its choice at its own expense. Company may not settle any such claim without Customer's prior written consent, such consent not to be unreasonably withheld. Company's indemnification shall not include damage and injuries occurring on Customer's own system after the Delivery Point, unless the damage to or injuries occurring on such system are caused by the gross negligence or willful misconduct of Company.

8.2 Customer's Indemnity. Customer shall indemnify, defend and hold the Company, its officers, directors, shareholders, agents and employees harmless from any and all Losses resulting from damage or injuries occurring on Customer's own system after the Delivery Point, except to the extent caused by the gross negligence or willful misconduct of Company. Without limiting the foregoing, Customer shall at Company's request, defend at Customer's expense any suit or proceeding brought against Company for any of the above-named reasons; provided that Company notifies Customer in writing of any such claim and promptly tenders to Customer the control and defense of any such claim with Customer's choice of counsel. Company shall cooperate with Customer in defending such claim and Company may join in defense with counsel of its choice at its own expense. Customer may not settle any such claim without Company's prior written consent, such consent not to unreasonably withheld.

8.3 Waiver of Indirect Damages; Limitation of Liability.

8.3.1 Waiver of Indirect Damages. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY CAN BE LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT (INCLUDING ALL LOSSES OR DAMAGE TO PROPERTY OR FOR ANY ECONOMIC LOSS OR DAMAGE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, OR LOSS OF GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, INVESTMENT LOSSES, FAILURE TO PERFORM, COSTS ASSOCIATED WITH REPLACEMENT OR SUBSTITUTION OF ENERGY SERVICES, LOSS OF INFORMATION AND DATA, COSTS ASSOCIATED WITH ENFORCING THIS AGREEMENT, AND CLAIMS ARISING FROM THIRD PARTY CONTRACTS, OR ANY SIMILAR LOSSES OR DAMAGES, EVEN IF A PARTY HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THE PRECEDING SENTENCE SHALL NOT WAIVE OR LIMIT COMPANY'S RIGHTS OR CUSTOMER'S OBLIGATIONS WITH RESPECT TO THE TERMINATION PAYMENT IN EXHIBIT D.

8.3.2 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, FOR ANY CAUSE OR REASON WHATSOEVER, INCLUDING ANY CLAIMS MADE BY CUSTOMER, WHETHER FOR DELAY, BREACH OF CONTRACT, MAKE GOOD COSTS, CLAIMS IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), PRODUCTS LIABILITY, INDEMNITY, OR OTHERWISE, EXCEED AN AGGREGATE AMOUNT EQUAL TO THE SUM OF TWELVE (12) MONTHS OF CAPACITY CHARGE; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL NOT APPLY TO (A) AMOUNTS ARISING OUT OF THE GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT OF COMPANY, OR (B) AMOUNTS OWED BY COMPANY TO A THIRD PARTY PURSUANT TO COMPANY'S THIRD-PARTY INDEMNITY OBLIGATIONS UNDER SECTION 8.1.

8.4 Company Insurance. Company shall provide to Customer, within thirty (30) days of Customer's request, evidence of adequate insurance, as set forth in Exhibit E.

Article 9 – Default and Termination

9.1 Event of Default. An Event of Default shall mean, with respect to a Party ("Defaulting Party") the occurrence of any of the following:

9.1.1 The failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within fifteen (15) Business Days, or such other time period as is expressly specified in this Agreement, after written notice thereof;

9.1.2 Such Party becomes Bankrupt (whether voluntarily or involuntarily);

9.1.3 Such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving or transferee entity fails to assume all of the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party;

9.1.4 The making of a representation or warranty that is false or misleading in any material respect when made or when deemed or repeated that is not cured within the cure period identified by the affected Party, such period to be not less than ten (10) Business Days;

9.1.5 The failure of a Party to perform or observe any material term or condition of the Agreement, the Tariff in the case of Company, or Customer's applicable tariff, in each case which is not cured within thirty (30) Calendar Days of written notification thereof by the other Party, including, but not limited to:

9.1.5.1 Failure of either Party to comply with any of the material terms and conditions of this Agreement;

9.1.5.2 An assignment or attempted assignment of the Agreement, in either case, by either Party that does not comply with the requirements of Article 11;

9.1.5.3 Failure of Customer to provide Company commercially reasonable access rights to any Service Location(s) for purposes of inspecting the Company's facilities, including, but not limited to, the meter, or Customer's attempt to revoke or terminate such access rights; or

9.1.5.4 Failure of either Party to provide information or data to the other Party as required under this Agreement.

9.2 Termination by Customer for Event of Default. Customer may, by written notice, and without any fee, charge or other penalty, terminate this Agreement if there is an Event of Default by Company; provided that Customer is not also in default; and provided further that Company shall have a right to cure any such default, if curable, within the applicable cure period. This Agreement will terminate upon Company's receipt of such notice if any such default is not curable, and upon the expiration of the applicable cure period if such default is curable but has not been cured within that time. Any notice pursuant to this Section shall specify the Event(s) of Default on which such termination is based.

9.3 Termination by Company for Event of Default. Company may, by written notice, and without any fee, charge, or other penalty, terminate this Agreement if there is an in the Event of Default by Customer; provided that Company is not also in default; and provided further that Customer shall have a right to cure any such default, if curable, within the applicable cure period; or discontinue service in accordance with Section 16 of its Tariff. This Agreement will terminate upon Customer's receipt of such notice if any such default is not curable, and upon the expiration of the applicable cure period if such default is curable but has not been cured within that time. Any notice pursuant to this Section shall specify the Event(s) of Default on which such termination is based.

9.4 Termination Payment. Upon termination of this Agreement (i) by Customer for any reason other than a Company Event of Default pursuant to Section 9.2; or (ii) by Company for a Customer Event of Default pursuant to Section 9.3, Company shall be entitled to receive from Customer a termination payment, as specified in Exhibit D (the "Termination Payment"), in addition to amounts due and owing to Company at the time of such termination. The Termination Payment shall be paid in full by the date of termination of this Agreement or the date of discontinuance of service pursuant to Section 16 of the Company's Tariff, as applicable. If Customer disputes any portion of Company's calculation of the Termination Payment, then Customer shall (a) within fifteen (15) Business Days of receipt of Company's calculation of the Termination Payment, provide to Company a detailed written explanation of the basis for such dispute, and such dispute shall be resolved in accordance with Article 10, and (b) pay the undisputed portion thereof in accordance with the foregoing.

9.5 Nature of Termination Payment and Enforceability. The Parties acknowledge and agree that the terms, conditions, and amounts relating to the Termination Payment are reasonable given that it may be difficult or impossible to determine with precision the exact amount of damages that would or might be incurred as a result of the termination of the Agreement. As a result, it is understood and agreed by the Parties that: (i) any sums that would be payable as a Termination Payment are not a penalty, and are fair and reasonable; (ii) the Termination Payment represents a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from the termination; (iii) the Parties renounce their respective rights to claim to any court the adjustment of any such sums; and (iv) payment of the Termination Payment shall constitute Company's sole and exclusive remedy for damages relating to the termination of the Agreement. The Parties expressly agree and intend that the provisions relating to payment of the Termination Payment shall be fully enforceable by any court of competent jurisdiction. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY DEFENSES AVAILABLE TO IT UNDER LAW OR EQUITY RELATING TO THE ENFORCEABILITY OF THE TERMINATION PAYMENT PROVISIONS SET FORTH HEREIN, BUT NOT ANY OTHER DEFENSES AS TO SUCH PARTY'S LIABILITY FOR SUCH TERMINATION PAYMENT. To the extent Customer attempts to challenge the equity, fairness, reasonableness, or lawfulness of the Termination Payment, and it is then determined by any court that Customer's obligation to pay the Termination Payment is unenforceable, the Parties agree that Company shall have the right to avail itself of any right or remedy available to it in law or equity, including, for the avoidance of doubt, consequential damages. For the avoidance of doubt, nothing in this Section 9.5 shall limit either Party's right to contest whether the Termination Payment was calculated or applied in compliance with the terms hereof.

Article 10 – Dispute Resolution

10.1 Operating Committee. Company and Customer shall each identify a representative to serve on an operating committee to discuss the performance of the Parties under this Agreement and seek to resolve any differences or disagreements relating to this Agreement (the "Operating Committee"). The Operating Committee shall attempt to meet no less than four (4) times per year.

10.2 Good Faith Attempt to Resolve. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall first be referred in writing to a senior representative of each Party for resolution. If the senior representatives are unable to resolve the dispute within thirty (30) Calendar Days after the date of the written notice of referral, subject to an additional thirty (30)-Calendar Day period upon mutual agreement of the Parties, the Parties may then pursue all their rights and remedies at law or in equity, as appropriate.

10.3 Agreed-Upon Venues. The exclusive venues for all disputes arising out of this Agreement against the Customer shall be in a court of competent jurisdiction located in Wayne County, Michigan. The exclusive venues for all disputes arising out of this Agreement against the Company shall be in a court of competent jurisdiction located in Wayne County, Michigan, or the Michigan Public Service Commission. The Parties stipulate that the Agreement is an arms-length transaction entered into by sophisticated parties, and that the Agreed-Upon Venues are convenient, are not unreasonable, unfair, or unjust, and will not deprive any Party of a remedy to which it may be entitled. The Parties agree to consent to the dismissal of any action arising out of this Agreement that may be filed in a venue other than one of the Agreed-Upon Venues; the reasonable legal fees and costs of the Party seeking dismissal for improper venue will be paid by the Party that filed suit in the improper venue.

10.4 Waiver of Right to Jury Trial. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND COMPANY EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.

Article 11 – Assignment

11.1 Customer Assignment. Customer may assign this Agreement upon Company's consent, which shall not be unreasonably withheld, conditioned or delayed, to a purchaser or other transferee of all or substantially all of the Service Location(s) provided that such purchaser, transferee or successor is in substantially the same financial position as the assignor and assumes all obligations of Customer under this Agreement. Prior to any assignment of this Agreement, Customer shall pay all outstanding amounts and invoices owed to Company and ensure that such purchaser, transferee or successor accepts the terms and conditions set forth in this Agreement.

11.2 Company Assignment. Company may assign this Agreement upon Customer's consent, which shall not be unreasonably withheld, conditioned or delayed, to a purchaser or other transferee of all or substantially all of Company's thermal energy business or a successor operator of Company's thermal energy business, subject to any required MPSC Approval; provided, that any such assignee (a) as of the Execution Date, has a tangible net worth, calculated in accordance with applicable generally accepted accounting principles consistently applied, which is substantially similar to or greater than the tangible net worth of Company, as reasonably determined by Company in good faith; (b) assumes Company's obligations under this Agreement; and (c) has such experience in providing similar energy services, in projects of similar size, type, and complexity to the Energy Services to be provided under this Agreement, as is reasonably necessary for such assignee's performance of its obligations under this Agreement.

11.3 Assignment Miscellaneous. For purposes of this Article 11, the transfer of more than fifty percent (50%) of the outstanding membership interests of either Party shall be deemed a "transfer" of such Party requiring assignment of this Agreement by such Party in accordance with this Article 11. Any assignment by Customer in violation of Section 11.1, or any assignment by Company in violation of Section 11.2, shall be null and void ab initio and shall not bind the Parties. Notwithstanding anything contained herein to the contrary, in the event of a valid assignment by either Party in accordance with this Article 11, the assignor shall not be released from any liability hereunder; provided, however, that the assignor shall not be liable for Losses which, following the assignor's valid assignment of this Agreement, are attributable to the assignee.

Article 12 – Notices

12.1 Notice. Except as otherwise specifically provided for in this Agreement, all notices, statements, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be hand delivered, certified mail return receipt requested, delivered by a nationally recognized overnight courier (such as Federal Express), and, in addition by electronic mail, in each case obtaining written or electronic receipt or confirmation, to the persons identified in Part I.

Article 13 – Change in Law

13.1 Change in Law. The O&M Charge and/or Energy Charge shall be adjusted to take account of any increase or decrease in Company's related cost(s) resulting from a change in Law (including the introduction of a new Law and the repeal or modification of an existing Law) or in the judicial or official governmental interpretation of a Law, made after the Execution Date; provided, however, that no change in Law shall result in an increase adjustment of the Capacity Charge, as set forth in Exhibit B, without mutual agreement of the Parties.

Article 14 - Miscellaneous

14.1 Severability. The invalidity of all or any part of any Sections of this Agreement shall not invalidate the remainder of this Agreement or the remainder of any Section not invalidated unless the elimination of such language shall substantially defeat the intents and purposes of the parties.

14.2 Waivers. No waiver of any provision of this Agreement will be valid unless in writing and signed by the Party against whom such waiver is charged. The waiver of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of this Agreement nor shall any waiver authorize the nonobservance of any other occurrence of the same or of any other covenant or condition thereof.

14.3 Interpretation. Each reference herein to a particular Party shall include a reference to such Party's successors and permitted assigns. A reference to any document or agreement shall include such document or agreement as amended, modified or supplemented from time to time in accordance with its terms. A reference to Laws includes any amendment or modification thereto.

14.4 Survival. Section 9.4, Articles 8, 10, and 14, as well as the accrued payment obligations of each Party to the other Party in respect of this Agreement, shall survive any termination of this Agreement. Any obligations of either Party that by the terms of this Agreement are to be performed after the expiration or earlier termination of this Agreement shall survive and remain a continuing obligation until performed.

14.5 Representation. The Parties represent and acknowledge that they have had full opportunity to seek the legal advice of the attorney of their choice and that they have read the terms of this Agreement and that its terms are fully understood and accepted by them.

14.6 Public Announcements. Neither Party will issue or release any public announcement, statement, or press release or other publicity relating to this Agreement without the prior written consent of the other Party. This provision shall not be construed as restricting either Parties' communications with the MPSC or its Staff regarding this Agreement, including, but not limited to, for the purpose of obtaining MPSC Approval.

14.7 Counterparts. This Agreement may be executed manually or electronically and in any number of counterparts, each of which shall be enforceable, and all of which together shall constitute one agreement. Company and the Customer may exchange PDF copies of executed counterparts to constitute one agreement.

14.8 Cooperation. At each Party's sole expense, the Parties shall exchange information and confer in good faith upon request regarding operating conditions, maintenance schedules, changes in planned operation and other operational matters of importance and cooperate with each other to facilitate any maintenance requirements of the other Party. Nothing in this provision shall require a Party to undertake any action inconsistent with prudent practice.

14.9 Choice of Law. This Agreement shall be governed by the Laws of the State of Michigan.

14.10 Compliance with Laws. Each Party shall comply with all Laws applicable to its operations and obligations under this Agreement.

14.11 Authority to Sign. Each Party's representative signing this Agreement has the authority to sign and bind the respective Party.

14.12 No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a Party to this Agreement.

14.13 Disclaimer of Joint Venture, Partnership and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any rights, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

14.14 Modification. This Agreement may not be amended, revoked, changed or modified except by prior written agreement executed by all Parties.

14.15 Entire Agreement. This is the entire Agreement and understanding between the Parties and it supersedes all prior understandings and agreements regarding the subject matter addressed herein, whether oral or written.

Exhibit A – Service Characteristics

Steam Pressure. The Company will use commercially reasonable efforts to furnish continuous and adequate steam service at a pressure of 30-45 pounds per square in gauge.

Temperature Range.	274 – 292 degrees (saturated steam)
Steam Conductivity.	< 50 micromhos at Detroit Thermal Beacon Plant
Steam Quality:	98.5%
Condensate pH.	7.0 – 8.0 at steam Delivery Point

Contract Capacity. The Customer shall specify the amount of capacity to be reserved for its use. The Contract Capacity for this Agreement is identified in Part I.

If, at any time starting with the second year of the Initial Term, the maximum one-hour coincident demand as metered at all Delivery Points exceeds the Contract Capacity two (2) times in any given year, and, if the Company determines it has the capacity to service this additional load without negatively impacting other customers or the Company, the Customer's Contract Capacity will be adjusted to the average of the two maximum one-hour coincident demands measured. In calculating exceedances under this section, any peak demand resulting from a Detroit Thermal-caused outage, restoration, or other DT-initiated operational event shall be excluded. If the Company determines that it does not have the capacity to serve the additional load without negatively impacting other customers or the Company, it shall inform the Customer that it must reduce its usage to its Contract Capacity. If the Customer does not comply with the request to reduce its usage to its Contract Capacity, the Company is authorized to suspend service to the Customer until the Customer complies with the requirement to limit its usage to its Contract Capacity. Demand shall be measured on a one-hour coincident peak interval. Note: If Company meters do not record hourly demand, then the shortest interval recorded shall be used, but in no case shall the interval be shorter than one hour. Rachet applicability begins January 1 of the first full calendar year following the first 12 months of service. If two exceedances occur, the new Contract Capacity shall equal the average of the two maximum one-hour coincident peaks; provided, that in each such case, the Contract Capacity shall not be adjusted by more than five percent (5%) of the then-current Contract Capacity. For clarity, rachet applicability for this Agreement shall not commence earlier than January 1, 2027.

The Customer shall provide written notice to the Company of any anticipated changes of more than five percent (5%) on an annual basis in the Customer's estimated requirements for energy as soon as practicable upon the Customer learning of such occurrence, but in no event later than within fifteen (15) days of such modification. Such notices shall not create a binding obligation on the Customer to purchase such quantity of energy, but are intended to assist the Company with its own planning efforts.

Exhibit B – Pricing

Price. The price per 1,000 pounds of steam ("Mlb.") provided by Company each billing month shall be equal to the sum of the applicable charges below:

For the period commencing as of the Effective Date and ending on 12/31/2025, the Price for steam shall be $16.48/ mlb for the monthly metered consumption.

Commencing as of 1/1/2026 and continuing through the remainder of the Term, the Price for steam shall be calculated as follows:

Capacity Charge.

The monthly "Capacity Charge" shall be the product of the Contract Capacity and the Capacity Rate.

Capacity Rate - [redacted] FIXED throughout the term of the agreement.

Annual CPI Adjustment. Not applicable.

Operating and Maintenance ("O&M") Charge.

The monthly O&M Charge shall be the product of the monthly metered consumption in Mlbs and the O&M Rate.

O&M Rate- [redacted]

Annual CPI Adjustment for O&M Charge. Commencing 1/1/2027 and continuing during the Term of this Agreement, the O&M Rate shall be adjusted on January 1st each year by the annual percentage change in the U.S. Consumers Price Index Detroit-Warren-Dearborn, Mich.. All Urban Consumers (CPI-U): All Items, 1982-84=100 for the most recently completed 12-month period (for clarification purposes, the most recently concluded 12-month period may not correspond with January 1st as this index is published every other month).

Energy Charge ("EC").

The monthly Energy Charge shall be the product of the monthly metered consumption ("X") in Mlbs, the Energy Rate and the Fuel Multiplier.

Energy Rate ("ER") - The Company's burner tip fuel cost in dollars per million British Thermal

Units ("$/ mmBtu") for the month including:

Delivered cost of natural gas commodity inclusive of all surcharges and taxes

Utility delivery charges- DTE Gas XLT Rates, inclusive of all surcharges and taxes

Fuel Multiplier ("FM")- The Fuel Multiplier is a standard conversion in district energy to account for boiler efficiency, plant parasitic loads and distribution losses. FM = 1.7 mmBtu/Mlb

Formula

EC = X * ER * FM

Sample Calculation: The following is a sample Pricing calculation. **THE PARTIES AGREE THAT SUCH SAMPLE CALCULATION, INCLUDING THE FIGURES CONTAINED THEREIN, IS INCLUDED FOR ILLUSTRATION PURPOSES ONLY.**

Monthly metered steam consumption X = 1,000 Mlbs

Energy Rate "ER" = natural gas cost + delivery cost = [redacted] mmBtu+$[redacted]mmBtu = $3/ mmBtu

EC= X * [redacted]mmBtu * 1.7 mmBtu/ Mlb = X*$[redacted]Mlb

OM=X*[redacted] Mlb

CC=32,000 pph*$[redacted]/ pph=[redacted]00/ mo

If annual consumption is 72,000 Mlb, the total steam charge would be $[redacted] mo*12 mo+[redacted]Mlb+[redacted] Mlb)=[redacted]+[redacted]Mlb= [redacted] $[redacted] ➔ [redacted]=[redacted]Mlb.

<u>Natural Gas Hedge Program.</u>

The Parties recognize that the daily price of natural gas delivered to Detroit may be volatile, especially during the heating season (November through March). In an effort to provide a more stable and predictable Energy Rate, the Company shall implement a Hedge Program to purchase a portion of the forecast monthly fuel requirement in advance.

<u>Applicable Taxes.</u>

All applicable taxes levied by the City, County, State or Federal governmental agencies on the sale of steam, including, but not limited to the City of Detroit utility tax, will be added to the total cost of steam delivered under this Agreement (collectively, "Applicable Taxes"). If

Customer is exempt from any Applicable Taxes, Customer shall provide Company with proof of such exemption.

Exhibit C – Delivery Points

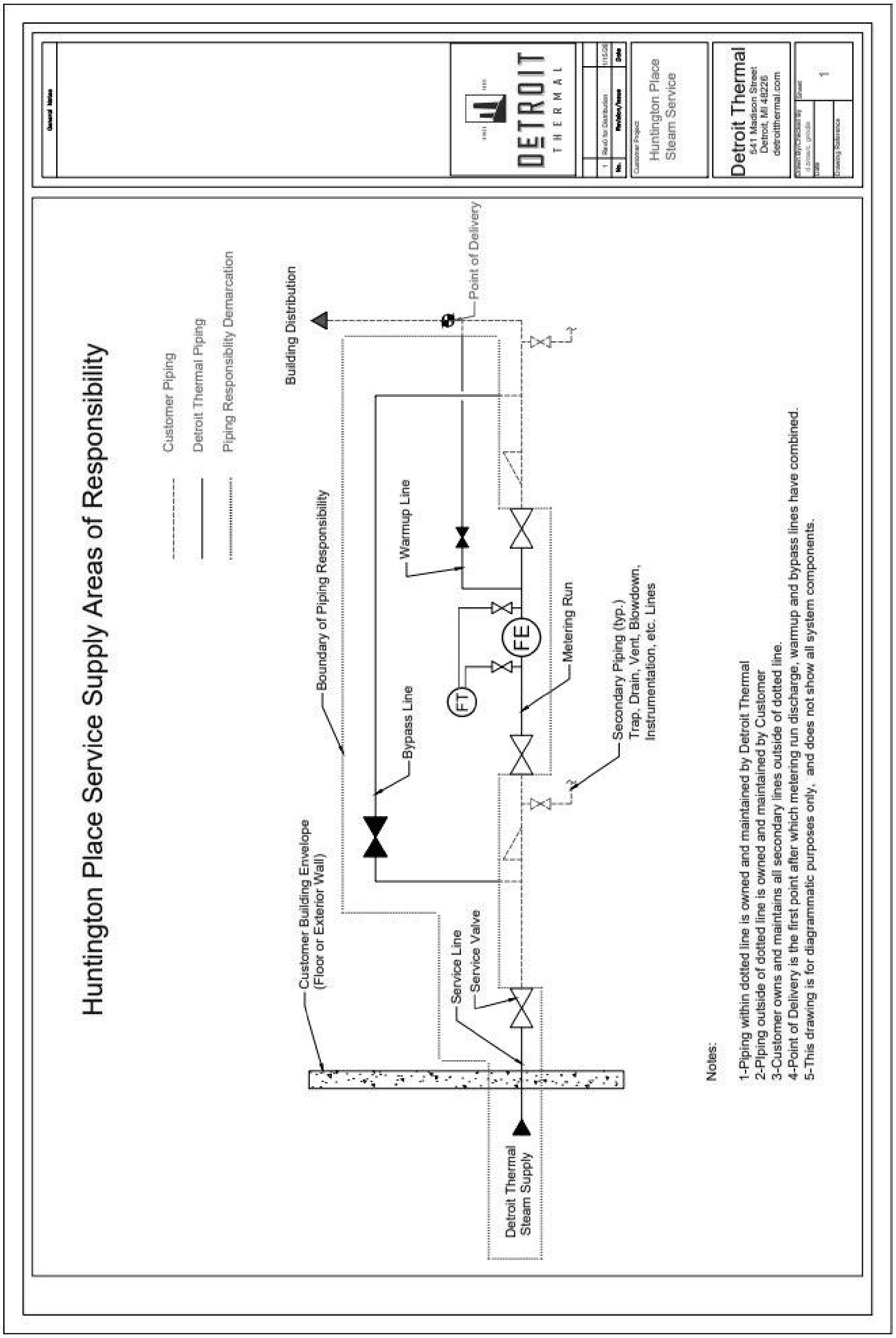

Exhibit D – Termination Payment

In the event that Customer shall be required to pay the Termination Payment to Company pursuant to Section 9.4 of this Agreement, such Termination Payment (i) if incurred during the [redacted] by the number of months remaining in the Term.

Exhibit E – Insurance

Company and all of its subcontractors and agents must maintain the following policies of insurance at their expense:

General Liability Insurance, on an occurrence basis and aggregate, including a duty to defend, which must provide coverage for bodily injury and property damage with the following minimum limits of insurance:

$1,000,000	Each Occurrence Limit
$2,000,000	Personal and Advertising Injury Limit
$2,000,000	Products and Completed Operations Liability
$2,000,000	Aggregate Limit

The policy must contain a contractual liability coverage extension, either within the policy form or by endorsement. The policy must contain a CG2010 Endorsement (or equivalent) and CG2037 Endorsement (or equivalent) (Product Completed Operations) naming Customer, its parents, subsidiaries and affiliated entities, and their respective officers, directors and employees as additional insureds. The policy must provide coverage for explosion, collapse, and underground losses, Premises- Operations; Products/Completed Operations; Hazard; Contractual Insurance; Broad Form Property Damage; Independent Contractors; and Personal Injury. The policy shall contain an endorsement providing a separate general aggregate applicable to this project.

Workers' Compensation Insurance covering all statutory benefits in the states of operation, if required by law, and **Employers' Liability**, with limits of at least $1 million per accident or disease, $1 million per policy and $1 million per employee.

Business Auto Liability Insurance, with minimum combined single limits of $1 million per accident for bodily injury and property damage. The policy must include a duty to defend and cover all owned, non-owned, and leased or hired vehicles.

Umbrella/Follow Form Excess Insurance, with minimum limits of $10 million per occurrence and in the aggregate, in excess of the underlying policy limits. The policy must provide coverage at least as broad as the underlying policies.

Company's Equipment Property Insurance. The Company and each subcontractor shall secure, pay for, and maintain All-Risk Insurance as necessary to protect Customer against loss of owned or rented capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Company or subcontractor and any construction material in transit or stored in any location other than the Service Locations. The policy must have a waiver of subrogation in favor of Customer, its parents, subsidiaries and affiliated entities.

Builder's Risk Insurance. In the event any renovation, repairs, or construction shall be planned, Builder's Risk insurance coverage in a non-reporting form, in completed value, with no co-insurance and valued at replacement cost with nonstandard (broad) form, all risk policy. The value utilized should be one hundred percent (100%) of the completed value (including contract amendments) of the renovation, repairs, or construction.

Professional (Errors and Omissions) Liability. To the extent Company designs anything, coverage in an amount not less than $5,000,000 per occurrence, with:

1. Deletion of any limitation or exclusion on coverage for bodily injury or property damage arising out of subsidence or soil or earth movement; and
2. Deletion of any exclusion or limitation of coverage based upon the type or use of building or structure.

Pollution Legal Liability Insurance, with minimum limits of $1 million per occurrence and $2 million aggregate combined single limit for bodily injury and property damage, including a duty to defend, arising from pollutants or environmental impairment including on-site and off-site cleanup costs for both first party and third party claims, on-site and off-site bodily injury and property damage, insured acts covering on premises, off premises, completed operations, transportation and disposal sites, coverage for punitive damages, fines and penalties where allowable by law, and covers both sudden and gradual pollution conditions.

The following insurance policy requirements are to be included for each policy, regardless of whether such policy is maintained by Company or a subcontractor:

- Insurance must be placed with insurance companies rated at least A, X (10) by the A.M. Best.
- All liability policies must be endorsed to name Customer, its parents, subsidiaries and affiliated entities, and its officers, directors and employees as additional insured utilizing ISO forms.
- The automobile liability, general liability and workers’ compensation policy, if permitted by law, must have a waiver of subrogation in favor of Customer, its parents, subsidiaries and affiliated entities, and its officers, directors and employees. Company shall require similar waivers from their contractors, consultants, subcontractors and agents.
- All insurance policies must apply as primary and non-contributory with respects to operations of Company. Company will bear any losses within insurance deductibles or self-insured retention amounts.
- Except as otherwise set forth herein, all limits of liability set forth above shall be on a “per project” basis except Professional Liability which is on a limits of liability basis.
- All insurance policies must be endorsed to provide Customer with 30-days advance written notice of cancellation or material change in coverage.
- No deductible/SIR under any policy shall exceed $100,000.

Subcontractors:

Company will require Company's subcontractors to carry the same insurance coverages as Company, but Company may determine the subcontractor's limits of insurance for each policy. Company will maintain proof of subcontractor's insurance coverage at all times.

Evidence of Insurance:

- Policy renewal dates must be noted, and new certificates must be provided, meeting the requirements noted above, throughout the entire term Company provides goods or services to Customer or any of its affiliated entities.
- Failure of Customer to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Customer to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance.

P R O O F O F S E R V I C E

STATE OF MICHIGAN)

Case No. U-22133

County of Ingham)

Brianna Brown being duly sworn, deposes and says that on August 6, 2026 A.D. she electronically notified the attached list of this **Commission Order via e-mail transmission**, to the persons as shown on the attached service list (Listserv Distribution List).

Brianna J. Brown

Brianna Brown

Subscribed and sworn to before me
this 6th day of August 2026.

Angela P. Sanderson

Angela P. Sanderson
Notary Public, Shiawassee County, Michigan
As acting in Eaton County
My Commission Expires: May 21, 2030

Service List for Case: U-22133

Name	On Behalf Of	Email Address
Arthur J. Levasseur	Detroit Thermal, LLC	levasseur@fischerfranklin.com
Detroit Thermal, LLC	Detroit Thermal, LLC	tgrzech@detroitthermal.com