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

DTE

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February 25, 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 tolling agreements and energy storage projects, along with related relief
MPSC Case No. U-22054

Dear Ms. Felice:

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

Very truly yours,

John A. Janiszewski

Digitally signed by John A. Janiszewski
Date: 2026.02.25 19:15:46 -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	)	Case No. U-22054
for approval of tolling agreements and energy	)	
storage projects, along with related relief.	)	

APPLICATION

DTE Electric Company ("DTE Electric" or the "Company") respectfully requests that the Michigan Public Service Commission ("MPSC" or the "Commission") grant *ex parte* approval of the Company's Coldwater River Tolling Agreement ("Coldwater River TA") and Tuscola II Tolling Agreement ("Tuscola II TA") (collectively, the "TAs"), as well as its Isabella Energy Center Project ("Isabella") and Meridian Energy Center Project ("Meridian") (collectively, the "Projects") and the equipment supply agreements for battery modules ("Battery ESAs") and master service agreements for the engineering, procurement, and construction ("EPC MSAs") (collectively, the "Contracts") necessary to develop the Projects, and find that the TAs and Projects are consistent with the Commission's Order in Case No. U-21990 dated December 18, 2025 ("December 18 Order") and all other applicable law. 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 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 the Case No. U-21990 docket accepting the conditions set forth in the December 18 Order.

4. With this filing, DTE Electric is seeking *ex parte* approval of the Coldwater River Tolling Agreement and Tuscola II Tolling Agreement, along with related relief. DTE Electric is also seeking *ex parte* approval of the Isabella Energy Center Project and Meridian Energy Center Project and the Contracts necessary to develop the Projects.

5. The December 18 Order authorized DTE Electric to deploy 1.4 GW of energy storage to be paid for by the Customer under the Special Contract ESA. The TAs and Projects reasonably and prudently meet the Customer needs arising from the approved Special Contract ESA and are consistent with the December 18 Order. The Projects included for approval in this filing constitute 395 MW of Company-owned projects and 175 MW of third-party owned projects allocated to fulfill the approved Special Contract ESA.[1]

6. In support of its Application, DTE Electric has attached as Exhibit 1 the Affidavit

[1] Consistent with the December 18 Order, the 1.4 GW of energy storage resources deployed to fulfill the approved Special Contract ESA are 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").

of Luisa M. Dunlap with supporting attachments, which are fully incorporated herein. The TAs are attached to Exhibit 1 as Attachment A, and the Contracts are attached to Exhibit 1 as Attachment B.

7. The Coldwater River TA is between DTE Electric and Coldwater River Storage LLC, which is a wholly owned subsidiary of Apex Clean Energy Holdings, LLC. The Coldwater River TA requires Coldwater River Storage LLC, to design, engineer, construct, install, startup, test, and maintain the Coldwater River Storage Project ("Coldwater River Project"), which has a commercial operation date ("COD") expected in Q3 2027. The Coldwater River Project is anticipated to provide 75 MW of dispatchable energy storage capacity for a duration of four hours. Under the Coldwater River TA, DTE Electric is authorized to utilize the Coldwater River Project for the 15-year term of the contract and receive the associated benefits of capacity, energy, ancillary services, and Renewable Energy Credits ("RECs"). Exhibit 1, p. 4.

8. The Tuscola II TA is between DTE Electric and Tuscola II Energy Storage LLC, which is an indirect subsidiary of NextEra Energy, Inc. The Tuscola II TA requires Tuscola II Energy Storage LLC, to design, engineer, construct, install, startup, test, and maintain the Tuscola II Energy Storage Project ("Tuscola II Project"), which has a COD expected in Q2 2027. The Tuscola II Project is anticipated to provide 100 MW of dispatchable energy storage capacity for a duration of four hours. Under the Tuscola II TA, DTE Electric is authorized to utilize the Tuscola II Project for the 15-year term of the contract and receive the associated benefits of capacity, energy, ancillary services, and RECs. *Id*.

9. The Company seeks to construct the Isabella Energy Center Project. The project is anticipated to provide 170 MW of dispatchable energy storage capacity for a duration of four hours with a COD expected to occur no later than Q3 2027. DTE Electric has entered into a Battery ESA with LG Energy Solution Vertech ("LG") necessary for development of the project. The

Company has entered into an EPC MSA with J. Ranck Electric, Inc. for engineering, procurement, and construction of the project. Exhibit 1, pp. 5.

10. The Company seeks to construct the Meridian Energy Center Project. The project is anticipated to provide 225 MW of dispatchable energy storage capacity for a duration of four hours with a COD expected to occur no later than Q3 2027. The Company has entered into an EPC MSA with Barton Malow Company for engineering, procurement, and construction of the project. Exhibit 1, pp. 5-6.

11. The TAs and 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 TAs and Projects to be deployed under the approved Special Contract ESA from the remaining projects bid into the RFP.

12. While the TAs and Projects supporting the approved 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 TAs and Projects in this filing represent the second tranche of energy storage projects intended to fulfill the approved Special Contract ESA approved in the December 18 Order. DTE Electric is actively negotiating additional 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 approved Special Contract ESA. Collectively, the Company owned and third-party owned projects supporting the approved Special Contract ESA are intended to be consistent with the ownership split identified in the IRP Settlement Agreement.

13. The blended levelized cost of storage ("LCOS") of the portfolio of TAs and Projects is $14.8/kW-mo, inclusive of financial compensation mechanism and tariff price caps, with installed costs and expected LCOSs further detailed in Exhibit 1, pp. 7-11. Consistent with the December 18 Order, the costs of the TAs and Projects will be paid for by the Customer under the approved Special Contract ESA. Pursuant to the December 18 Order, cost recovery methods regarding the Special Contracts will be fully addressed and decided in future rate cases.

14. DTE Electric respectfully requests expedited review and approval of this Application, with issuance of a Commission order by April 17, 2026, to satisfy commercial operation dates, maintain contracted pricing, and avoid termination provisions in the Contracts and TAs. *See* Exhibit 1, pp. 11-12.

15. Commission approval of this Application will not result in an increase to rates, rate schedules, or costs of service to any customers. Therefore, consistent with the December 18 Order, the relief requested in this Application may be authorized and approved without notice or hearing pursuant to MCL 460.6a(3).

REQUEST FOR RELIEF

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

A. Approve DTE Electric's Coldwater River Tolling Agreement and Tuscola II

Tolling Agreement, attached hereto as Attachment A to Exhibit 1, and find that the TAs are consistent with the approved Special Contract ESA and December 18 Order;

B. Approve DTE Electric's Isabella Energy Center Project and Meridian Energy Center Project, including the Contracts necessary to develop the Projects, attached hereto as Attachment B to Exhibit 1, and find that the Projects and Contracts are consistent with the approved Special Contract ESA and December 18 Order;

C. Grant *ex parte* approval of the relief requested herein without the time and expense of a hearing by April 17, 2026; and

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

Respectfully submitted,

DTE ELECTRIC COMPANY

Dated: February 25, 2026

By: John A. Janiszewski

Digitally signed by John A. Janiszewski
Date: 2026.02.25 19:17:03 -05'00'

Andrea Hayden (P71976)
John A. Janiszewski (P74400)
Attorneys 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	)	Case No. U-22054
for approval of tolling agreements and energy	)	
storage projects, along with related relief	)	

AFFIDAVIT OF LUISA M. DUNLAP IN SUPPORT OF DTE ELECTRIC COMPANY'S APPLICATION FOR APPROVAL OF COLDWATER RIVER STORAGE TOLLING AGREEMENT, TUSCOLA II ENERGY STORAGE TOLLING AGREEMENT, ISABELLA ENERGY CENTER AND MERIDIAN 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,
- Cold Creek Energy Center, Fish Creek Energy Center and Pine River Energy Center in Case No. U-21990, and
- Big Mitten Energy Center Tolling Agreement, Fermi Energy Center and Monroe I Energy Center 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 Coldwater River Tolling Agreement ("Coldwater River TA") and Tuscola II Tolling Agreement ("Tuscola II TA") (collectively, the "TAs") along with related relief. DTE Electric is also 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 Isabella Energy Center Project ("Isabella") and Meridian Energy Center Project ("Meridian"), (collectively, the "Projects"), along with related relief.

6. DTE Electric is seeking a Commission determination that the TAs and 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 395 MW of Company owned projects and 175 MW of third-party owned projects allocated to fulfill 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 ENERGY STORAGE TOLLING AGREEMENTS

7. The Coldwater River TA is between DTE Electric and Coldwater River Storage LLC, which is a wholly owned subsidiary of Apex Clean Energy Holdings, LLC. The Coldwater River TA requires Coldwater River Storage LLC, to design, engineer, construct, install, startup, test, and maintain the Coldwater River Storage Project ("Coldwater River Project"), which will be sited in Branch County, Michigan with a commercial operation date ("COD") expected in Q3 2027. The Coldwater River Project is anticipated to provide 75 MW_{AC} of dispatchable energy storage capacity for a duration of four hours. Under the Coldwater River TA, DTE Electric is authorized to utilize the Coldwater River Project for the 15-year term of the contract and receive the associated benefits of capacity, energy, ancillary services and Renewable Energy Credits ("RECs").

8. The Tuscola II TA is between DTE Electric and Tuscola II Energy Storage LLC, which is an indirect subsidiary of NextEra Energy, Inc. The Tuscola II TA requires Tuscola II Energy Storage LLC, to design, engineer, construct, install, startup, test, and maintain the Tuscola II Energy Storage Project ("Tuscola II Project"), which will be sited in Tuscola County, Michigan with a COD expected in Q2 2027. The Tuscola II Project is anticipated to provide 100 MW_{AC} of dispatchable energy storage capacity for a duration of four hours. Under the Tuscola II TA, DTE Electric is authorized to utilize the Tuscola II Project for the 15-year term of the contract and receive the associated benefits of capacity, energy, ancillary services and Renewable Energy Credits ("RECs").

9. The Coldwater River TA and Tuscola II TA are attached to my Affidavit as Attachment A and incorporated herein by reference.

OVERVIEW OF COMPANY-OWNED PROJECTS

10. The Company seeks to construct the Isabella Energy Center and Meridian Energy Center. With respect to the Battery ESAs necessary to develop the Projects, DTE Electric has entered into two Battery ESAs with LG Energy Solution Vertech ("LG"), which were selected through competitive bidding processes. DTE Electric has entered into EPC MSAs with J. Ranck Electric, Inc. ("J. Ranck"), and Barton Malow Company ("Barton Malow") 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 B and incorporated herein by reference.

11. The Contracts require LG to provide battery energy storage modules and power conversion skids and J. Ranck and Barton Malow 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:

	Isabella	Meridian
Battery ESA	LG	LG
EPC MSA	J. Ranck	Barton Malow

12. Isabella will be sited in Isabella County. The project will connect to the Isabella Energy Center substation being constructed in Isabella County and is anticipated to provide 170 MW_{AC} of dispatchable energy storage capacity for a duration of four hours. The COD of Isabella is expected to occur no later than Q3 2027.

13. Meridian will be sited in Saginaw County. The project will interconnect into the Meridian Energy Center substation being constructed in Saginaw County and is anticipated to

provide 225 MW_{AC} of dispatchable energy storage capacity for a duration of four hours. The COD of Meridian is expected to occur no later than Q3 2027.

COMPETITIVE PROCUREMENT PROCESS

14. The TAs and 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].

15. 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 TAs and Projects in this filing represent the second tranche of fulfilling the Customer ESA. The Company is actively negotiating additional third party owned projects, which the Company intends to submit for approval with the Commission in future

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

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.

16. 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 C 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 THE TOLLING AGREEMENTS

17. Based on my knowledge related to the development of the Special Contract ESA and my leadership role in the negotiations to establish the TAs, I believe that the TAs are reasonable and prudent. The Coldwater River TA levelized cost of storage ("LCOS"), including the financial compensation mechanism ("FCM") and tariff cap, is $17.4/kW-month. The Tuscola

II TA levelized cost of storage ("LCOS"), including the financial compensation mechanism ("FCM") and tariff cap, is $16.0/kW-month.

18. The TAs include a financial compensation mechanism ("FCM"). Coldwater River TA and Tuscola II TA are subject to a FCM pursuant to MCL 460.1028(8):

> If an electric provider whose rates are regulated by the commission enters into a . . . third-party contract for energy storage systems. . . with an entity that is not affiliated with that utility, the commission shall authorize a financial incentive for that utility calculated as the product of contract payments in that year multiplied by the electric provider's pre-tax weighted average cost of permanent capital comprised of long-term debt obligations and equity of the electric provider's total capital structure as determined by the commission's final order in the electric provider's most recent general rate case.[2]

The FCMs are not fixed through the term of the TAs and will be updated based on the Commission's final order in each succeeding general rate case.

19. The TAs include a provision where DTE Electric and Coldwater River Storage LLC and Tuscola II Energy Storage LLC may increase the contract price due to a Trade Measure Event up to a contract price cap. [redacted] The price caps are a result of cost sharing between the Company and Coldwater River Storage, LLC and the Company and Tuscola II Energy Storage, LLC and serve as reasonable and prudent customer protection to limit the amount of tariff exposure/risk.

20. [redacted]

[2] The pre-tax weighted cost of permanent capital is 8.82%.

[redacted]

21. [redacted]

22. [redacted]

23. DTE Electric is requesting the approval of the TAs inclusive of the price cap amounts. [redacted] Table 2 below reflects the expected LCOS for each of the TAs.

Table 2: Expected LCOS for each of the TAs:

Project	Coldwater River	Tuscola II
[redacted]	[redacted]	[redacted]
Expected LCOS with Tariff Cap and FCM ($/kW-mo)[3]	$17.4/kW-mo	$16.0/kW-mo

PRICING AND TARIFF PROVISIONS FOR COMPANY-OWNED PROJECTS

24. 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 $14.0/kW-mo. Table 3 below reflects the estimated installed costs and expected LCOSs for each of the Projects.

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

Projects	Isabella	Meridian
Installed Cost ($/kw)	$1,588/kW	$1,477/kW
LCOS ($/kW-mo)[4]	$14.3	$13.8
ITC Rate (%)[5]	50%	50%

25. The Isabella and Meridian projects will be eligible for the 30% Investment Tax Credit ("ITC"). Additionally, these projects are expected to meet the Domestic Content Bonus requirements necessary to qualify for the 10% ITC adder, and also qualify for the 10% ITC adder related to the Energy Community. The nominal ITC value for the Isabella and Meridian projects

[3] The Expected LCOS with FCM row and Tariff Cap row are not additive in order to get to the Expected LCOS with Tariff Threshold and FCM.
[4] The LCOS includes carrying costs as Allowance for Funds Used During Construction (AFUDC).
[5] 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.

is approximately $103 million and $127 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 Foreign Entity of Concern ("FEOC") guidance.

26. Attachment D 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.

COMPANY-OWNED PROJECTS AND TA PRICING

27. The blended LCOS of the portfolio of Projects and TAs is $14.8/kW-mo, inclusive of financial compensation mechanism and tariff price caps. I believe that the blended levelized cost of the TAs, including FCM, and the Projects are reasonable and prudent. In addition, approval of the TAs, Projects and DTE Electric's related request for relief are consistent with the Company's Special Contracts and the December 18 Order.

REQUEST FOR APPROVAL

28. To satisfy the commercial operation dates of the TAs and the Projects, the Company respectfully requests an expedited review and approval of this Application and accompanying TAs and Contracts with the issuance of a Commission order by April 17, 2026. The battery market supply chain, including major equipment procurement and construction, is an extremely dynamic market where supply and demand are causing material shortages, delays in production, and tightening labor market resulting in pricing fluctuations. Additionally, risks associated with tariffs may also result in pricing fluctuations. Any later approval may compromise the Company's ability

to maintain contracted pricing for both the TAs and Company owned 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 May 25, 2026, then the Battery ESAs shall terminate and cease to be of any force or effect. Pursuant to the terms of the Coldwater River TA, if the Commission does not approve DTE Electric's Application and the relief requested therein by June 11, 2026, then the TA will automatically terminate. Pursuant to the terms of the Tuscola II TA, if the Commission does not approve DTE Electric's Application and the relief requested therein by May 14, 2026, then either party may terminate otherwise the TA will automatically terminate on July 16, 2026.

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

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

31. Public disclosure of the redacted details in the TAs and Contracts will hamper the Company's ability to provide the lowest reasonable renewable energy and advanced cleaner energy power supply cost to its retail electric customers. Therefore, it is in the best interests of DTE Electric and its customers for such commercially sensitive information to remain confidential and undisclosed. DTE Electric consulted with MPSC Staff on February 19, 2026 to provide an overview and review of the Projects and related TAs and 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.

32. 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 Coldwater River Tolling Agreement, Tuscola II Energy Storage Tolling Agreement, Isabella Energy Center and Meridian 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: 2026.02.25 19:19:12 -05'00'

Luisa M. Dunlap

Subscribed and sworn to before
me this 25th day of February 2026.

Estella R. Branson

Digitally signed by Estella R. Branson
Date: 2026.02.25 19:20:09 -05'00'

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

Attachments A

Execution Version

ENERGY STORAGE SYSTEM TOLLING AGREEMENT

By and Between

DTE ELECTRIC COMPANY,

a Michigan Corporation

and

Coldwater River Storage, LLC
a Delaware limited liability company

February 18, 2026

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[redacted]



ENERGY STORAGE SYSTEM TOLLING AGREEMENT

This ENERGY STORAGE SYSTEM TOLLING AGREEMENT is made and entered into as of the 18th day of February, 2026 (the "Contract Date"), by and between DTE ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Michigan, ("DTE"), and Coldwater River Storage, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Supplier").

RECITALS

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

B. Supplier plans to build, own, and operate the Project (as defined below), a proposed energy storage system in Branch County, Michigan.

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

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

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

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

ARTICLE 1
AGREEMENT; INTERPRETATION; DEFINITIONS

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

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

must be in the form of a written amendment to this Agreement and signed by authorized representatives of both Parties to this Agreement.

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

1.4 Rules of Interpretation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.4.4 Obligation to Act in Good Faith, Etc. The Parties shall act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided in this Agreement that a Party may exercise its sole discretion with respect thereto, (a) where the Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, delayed or conditioned, and (b) wherever the Agreement gives a Party a right to determine,

require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.

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

[redacted]

"Act" means Clean and Renewable Energy and Energy Waste Reduction Act, 2008 PA295, 2016 PA342, MCL 460.1001 *et seq*. and the regulations promulgated thereunder, in each case, as amended.

"Actual Availability" has the meaning ascribed to that term in [redacted].

[redacted] subsidiary of DTE Energy Company other than DTE and DTE's direct Controlled subsidiaries).

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

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

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

"Applicable Law" means any statute, treaty, common law, ordinance, building code, regulation, rule, decree, adjudicative ruling, final judicial or administrative order, tariff or permit condition of a Governmental Authority (a) having jurisdiction over any part of the Project or the

Site or (b) that is otherwise applicable to this Agreement and each other document, instrument and agreement delivered or to be delivered hereunder or in connection herewith.

"Appraiser" means a nationally recognized and accredited third-party appraiser which shall (a) be qualified to appraise independent storage businesses and, if possible, experienced in such businesses in the general geographic region of the Project, (b) have been engaged in the appraisal or business valuation and consulting business for a period of not less than five (5) years and (c) not be an Affiliate of either Party.

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

"Availability Adjustment" has the meaning ascribed to that term in [redacted].

[redacted]

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

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

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

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

"Buyer Directed Variance" means any variance between the Charging Energy, Discharging Energy and the applicable Day-Ahead Schedule that is directed by DTE pursuant to Section 3.14. A Buyer Directed Variance shall not cause a Variance Payment under Section 3.10.2.

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

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

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

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

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

"Capacity Test" has the meaning ascribed to that term in Section 5.2 of [redacted].

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

[redacted]

[redacted]

[redacted]

[redacted]

"Charging Energy" means the Energy received at the Delivery Point used to charge the Project. For the avoidance of doubt, Charging Energy shall not include any Energy used for Station Power.

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

"Co-Located Project" means a renewable energy generation facility owned by Supplier or Supplier's Affiliate that interconnects with the Transmission System at the Delivery Point.

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

"Coldwater River Solar Project" means that certain 150 MW ac solar photovoltaic project that is co-located with the Project and uses shared facilities to deliver Product to DTE.

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

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

"Commercial Operation Test" means, collectively, all of the Performance Tests set forth in [redacted]

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

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

[redacted]

"Contract Capacity" means 75 MW, which is intended to be the rate at which Discharging Energy can be delivered to the Delivery Point continuously for four (4) hours.

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

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

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

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

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

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

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

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

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

"Day-Ahead Market" has the meaning ascribed to the term "Day Ahead Energy and Operating Reserve Market" in the MISO Tariff.

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

"Day-Ahead Settlement Interval" means the then-applicable settlement interval used by MISO for day-ahead revenue settlement for power sales as set forth in the MISO Tariff, provided

that if more than one (1) day-ahead settlement interval is allowed under the MISO Tariff, the "Day-Ahead Settlement Interval" will be the shortest then-applicable day-ahead settlement interval.

[redacted]

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

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

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

"Delivery Term" means the period of fifteen (15) years commencing on the Commercial Operation Date and expiring on the fifteenth (15th) anniversary of the Commercial Operation Date, unless [redacted] or terminated earlier in accordance with the terms and conditions of this Agreement.

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

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

"Discharge Duration" means the time each Energy Storage System unit is expected to discharge the Rated Discharge Rate starting from 100% SOC to 0%.

"Discharging Energy" means the Energy in MWh discharged from the Project at the Delivery Point for sale in the wholesale market.

"Dispatch Limitations" has the meaning ascribed to such term in [redacted].

"Dispatched MWh" means the amount of Energy in MWh dispatched by the Project to provide a product or service available in the MISO market, and may include both Discharging Energy and Charging Energy dispatched for Ancillary Services where such Energy provides a product or service available in the MISO market.

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

[redacted]

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

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

[redacted]

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

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

"Emergency Response Plan" has the meaning ascribed to that term in Section 7.3.1.

"Energy" means three phase, sixty (60)-hertz alternating current electrical energy (measured in MWh) charged from, or discharged to, the Delivery Point by the Project.

"Energy Storage System" or "ESS" means, with respect to Michigan, an "energy storage system" as defined in the Act.

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

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

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

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

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

"Equipment Supply Agreement" means an agreement between Supplier or EPC Contractor (as applicable) and the Equipment Supplier with whom Supplier or EPC Contractor (as applicable) contracts to supply one or more [redacted] other than an ESA.

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

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

[redacted]

[redacted]

"External Communications Interface" means the electronic connection point at which the Project's monitoring and control data is interchanged with DTE.

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

"FERC" means the Federal Energy Regulatory Commission.

"Final Test Plan" has the meaning ascribed to that term in [redacted]

[redacted]

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

"[redacted] Energy Price" has the meaning ascribed to such term in [redacted]

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

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

[redacted]

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

"Full NTP" means Supplier has (a) provided a full and unlimited written notice to proceed to the EPC Contractor(s) pursuant to the EPC Contract(s) for the Project, and construction of the Project has commenced with a fully executed ESA, applicable Equipment Supply Agreements and a preliminary augmentation plan based on expected degradation for the full Term, and (b) has obtained builder's risk or property insurance in accordance with Section 16.5.4.

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

information to determine the gain of economic benefits, may the Non-Defaulting Party use information available to it internally suitable for this purpose in accordance with prudent industry practices.

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

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

[redacted]

"Guaranteed Storage Availability" has the meaning ascribed to that term in [redacted]

[redacted]

"Guaranty" means a guaranty of the Guarantor in the form attached hereto as [redacted]

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

[redacted]

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

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

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

[redacted]

"Industry Codes and Standards" means the codes and standards set forth in National Fire Protection Association (NFPA) 855 Standard for the Installation of Stationary Energy Storage Systems 2020 Edition, International Fire Code 2018 Edition, and National Electric Safety Code 2017 Edition, National Electric Code 2020 Edition, and International Building Code 2018 Edition, in each case, as amended from time to time and as and to the extent applicable to the Project.

"Installed Capacity" means the lesser of (a) the aggregate nameplate capacity of the Project expressed in MW as the rate at which Discharging Energy can be delivered to the Delivery Point continuously for four (4) hours on the Commercial Operation Date, for which a fully executed certificate in accordance with Section 5.4 has been provided by Supplier and accepted by DTE, as may be updated pursuant to Section 25.2 and (b) the Contract Capacity.

"Interconnection Agreement" means the generator interconnection agreement between Coldwater River Solar, LLC, MISO, Transmission Owner, and Supplier, if applicable, providing for the interconnection of the Project to the Delivery Point under Surplus Interconnection Service, including any required Energy Displacement Agreement and Monitoring and Consent Agreement, as applicable, as such agreements may be amended, restated, supplemented, or otherwise modified from time to time.

"Interconnection Facilities" means the equipment, supporting software and firmware, and ancillary facilities, including any modifications, additions and upgrades made to such facilities, which are necessary to connect the Project to the Transmission System as described in [redacted] and [redacted]

[redacted]

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

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

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

"Letter of Credit Default" means with respect to an outstanding Letter of Credit, the occurrence of any of the following events: (i) the issuer of the Letter of Credit ceases to be a Qualified Institution; (ii) the issuer of the Letter of Credit fails to comply with or perform its obligations under such Letter of Credit and such failure is continuing after the lapse of any applicable grace period; (iii) the issuer of the Letter of Credit disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, the Letter of Credit; (iv) the Letter of Credit expires or terminates, or fails or ceases to be in full force and effect at any time while required to be maintained pursuant to the terms of this Agreement; or (v) the issuer of the Letter of Credit becomes subject to any event described in Section 18.1.4 or any event analogous thereto occurs with respect to the issuer of the Letter of Credit.

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

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

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

"Losses" means, with respect to the Non-Defaulting Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Termination Costs), resulting from termination

of this Agreement for the remaining Term of this Agreement, determined in a commercially reasonable manner. Factors used in determining economic loss to a Party may include; reference to information supplied by one or more third parties (excluding Affiliates of the Non-Defaulting Party), quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining Term of this Agreement and must include the value of Energy, Capacity Attributes, Renewable Energy Benefits and Ancillary Services. Only if the Non-Defaulting Party is unable, after using commercially reasonable efforts, to obtain third-party information to determine the loss of economic benefits, may the Non-Defaulting Party use information available to it internally suitable for these purposes in accordance with prudent industry practices.

"Major Component" means the following components of an energy storage system: energy storage modules, collection systems, power conversion system (PCS), medium voltage transformers, switchgear, auxiliary power system, and all other material equipment or fixtures necessary for the testing, commissioning and/or operation of the Project.

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

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

[redacted]

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

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

"Minimum Performance Requirements" has the meaning ascribed to that term in [redacted]

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

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

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

"MISO Planning Year" means a "Planning Year" as such term is defined in the MISO Tariff.

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

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

"MPSC" means the Michigan Public Service Commission.

[redacted]

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

"MWh" means a megawatt hour of electrical energy.

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

[redacted]

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

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

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

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

[redacted]

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

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

[redacted]

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

"Peak Hours" means the hours, if any, that the Project is required to be available to discharge Energy to qualify as a Planning Resource or maintain its Capacity Value pursuant to the MISO Tariff.

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

"Performance Test" has the meaning ascribed to that term in Section 5.8.3.

[redacted]

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

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

"Planned Synchronization Date" means [redacted], as may be adjusted pursuant to Section 5.6.

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

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

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

[redacted]

"Pre-Incident Planning Session" has the meaning ascribed to that term in Section 5.1.2.

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

[redacted]

[redacted]

"Project" means the 75 MW / 300 MWh energy storage system described in [redacted] and [redacted], located at the Site and including mechanical equipment and associated facilities and equipment required to deliver Energy to, and receive Energy from, the Delivery Point.

[redacted]

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

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

"Project Output" means all Dispatched MWh and the attendant revenues attributable to Energy, Capacity Attributes or Ancillary Services, or other products that the Project, as designed as of the Contract Date, is eligible to provide to the MISO market, consistent with the MISO Tariff, and in each case consistent with the terms and conditions of this Agreement, including the Dispatch Limitations.

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

"Proposed Test Plan and Procedures" has the meaning ascribed to that term in [redacted]

[redacted]

"Rated Discharge Rate" means the maximum specified Capacity in MW, sustained continuously for the quoted time duration, while the Energy Storage System is discharging.

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

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

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

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

[redacted]

"Remote Camera Capability" means remotely operated and remotely viewable cameras with thermal imaging capabilities, which shall cause Supplier to be able to view the entirety of the Project and the Site. Such Remote Camera Capability shall include panning, tilting, and zooming, and be suitable for monitoring ingress and egress from the Site during normal operations as well as for remote monitoring during an Emergency. All imagery from the Remote Camera Capability

shall be stored and accessible to the local fire department and/or the authority having jurisdiction over the local fire code for one (1) week after it is captured.

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

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

[redacted]

"Required Experience" means at least [redacted] of experience in the operation of a minimum of [redacted] of renewable energy generation facilities and/or energy storage systems located in the United States, and (ii) at least at least [redacted] of experience in the operation of a minimum of [redacted] of energy storage systems of the same technology, or similar technology, as the Project located in the United States.

[redacted]

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

[redacted]

"Round-Trip Efficiency Factor" has the meaning ascribed to that term in [redacted].

"Round-Trip Efficiency Factor Damages Payment" has the meaning ascribed to that term in [redacted]

"Round-Trip Efficiency Quotient" has the meaning ascribed to that term in [redacted].

"S&P" means S&P Global Market Intelligence LLC.

"Savings Notice" has the meaning ascribed to that term in Section 3.16.7.2.

"SCADA" means supervisory control and data acquisition.

"Scheduled Commercial Operation Date" means [redacted], as may be adjusted pursuant to Section 5.6.

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

"SEC" means the Securities and Exchange Commission.

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

[redacted]

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

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

"State of Charge" or "SOC" means the degree to which the Energy Storage System is charged relative to the Tested Capacity (MWh), expressed as a percentage of Tested Capacity (MWh).

"Station Power" means the Energy, and all associated costs including demand charges, that is used to operate the Project's auxiliary equipment, including for cooling, lighting, control systems, fire systems and security systems, [redacted]

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

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

"Supplier Cure Period" has the meaning ascribed to that term in Section 3.10.4.

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

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

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

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

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

[redacted]

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

[redacted]

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

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

"Term" has the meaning ascribed to that term in Section 2.1.

[redacted]

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

[redacted]

"Tested Energy" has the meaning ascribed to that term in Section 5.2 of [redacted]

[redacted]

[redacted]

"Transmission Owner" means Michigan Electric Transmission Company, LLC, a Michigan limited liability company or any successor operator or owner of the Transmission System.

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

"Treasury Regulations" means regulations of the United States Department of the Treasury.

[redacted]

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

[redacted]

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

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

ARTICLE 2
TERM

2.1 Term. This Agreement shall become effective on the Contract Date and remain in full force and effect until the conclusion of the Delivery Term, subject to any early termination provisions and any extension provisions set forth in this Agreement (the "Term"); provided,

however, that except for DTE's obligations in Section 3.2, DTE's obligations to pay for or accept any Product are subject to the Project achieving Commercial Operations pursuant to Section 5.4.

[redacted]

ARTICLE 3
SUPPLY OBLIGATIONS

3.1 Purchase and Sale of Product. Subject to the other provisions of this Agreement, in exchange for the payment of the [redacted] Energy Price, DTE shall have the right and title to the Project Output, including the right to direct the dispatch of the Project pursuant to the terms and conditions set forth in this Agreement. Supplier's obligation to provide the Product shall be subject to DTE's (i) provision of all Charging Energy and Ancillary Services required by the Project and consistent with the Dispatch Limitations and (ii) receipt and acceptance of the Project Output. Supplier represents and warrants that it will deliver the Product to DTE free and clear of all liens, security interests, claims and encumbrances. [redacted] Supplier shall not substitute or purchase any Energy, Ancillary Services, or Capacity Attributes from any other resource or the market to satisfy its obligations hereunder. At its sole discretion, DTE may, during the Delivery Term, re-sell or use for another purpose all or a portion of the Project Output, after title and risk of loss thereto has been transferred to DTE, provided that no such re-sale or use shall relieve DTE of any obligations under this Agreement. During the Delivery Term, DTE will have exclusive rights to offer, bid, or otherwise submit the Project Output, or any component thereof, from the Project for resale in the market, and retain and receive any and all related revenues.

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

[redacted]

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

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

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

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

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

[redacted]

[redacted]



3.6 DTE's Obligation and Delivery.

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

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

[redacted]

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

3.9 Product Payments; Administrative Fee.

[redacted]







3.11 Delivery of Renewable Energy Credits.

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

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

3.12 Renewable Energy Benefits. All Renewable Energy Benefits shall be vested in DTE and Supplier hereby transfers to DTE all Renewable Energy Benefits. In accordance with Good Utility Practice, Supplier shall take or cause to be taken all actions and do or cause to be done all things necessary, proper or advisable or as reasonably requested by DTE to qualify for, and for Supplier or DTE to receive, all available Renewable Energy Benefits and, if received by Supplier, to transfer Renewable Energy Benefits to DTE, without further compensation, including (i) promptly after the Commercial Operation Date, registering the Project as a "renewable energy resource" or "renewable energy system" or an "energy storage system" as applicable, pursuant to the Act, in MIRECS and (ii) maintaining such registration for the duration of this Agreement. Supplier shall timely execute all documents and shall timely take all actions necessary under Applicable Law to qualify for all available Renewable Energy Benefits and to cause Renewable Energy Benefits to vest in and be delivered to DTE. If, due to a change in Applicable Law after the Contract Date, (i) a Renewable Energy Benefit is created that did not exist on the Contract Date and (ii) DTE requests that Supplier take all steps necessary for DTE to qualify for, and receive, such Renewable Energy Benefit, then Supplier shall take such steps, and (a) Supplier shall be responsible for the costs for each Renewable Energy Benefit, subject to Section 3.15, and (b) DTE shall not enforce applicable unit outage or unavailability provisions attributable to performing such modifications, including for the purposes of calculating the Availability Adjustment, Capacity Availability Shortfall Damages, Round-Trip Efficiency Factor Damages Payment, or Tested Capacity Damages to the extent such change in applicable Law or the resulting work results in a reduction in capacity, efficiency or availability of the Project for a period of time, within a reasonable amount of time; provided that Supplier shall coordinate the timing and duration of such modifications with DTE and shall not commence any outage, curtailment, or other activity

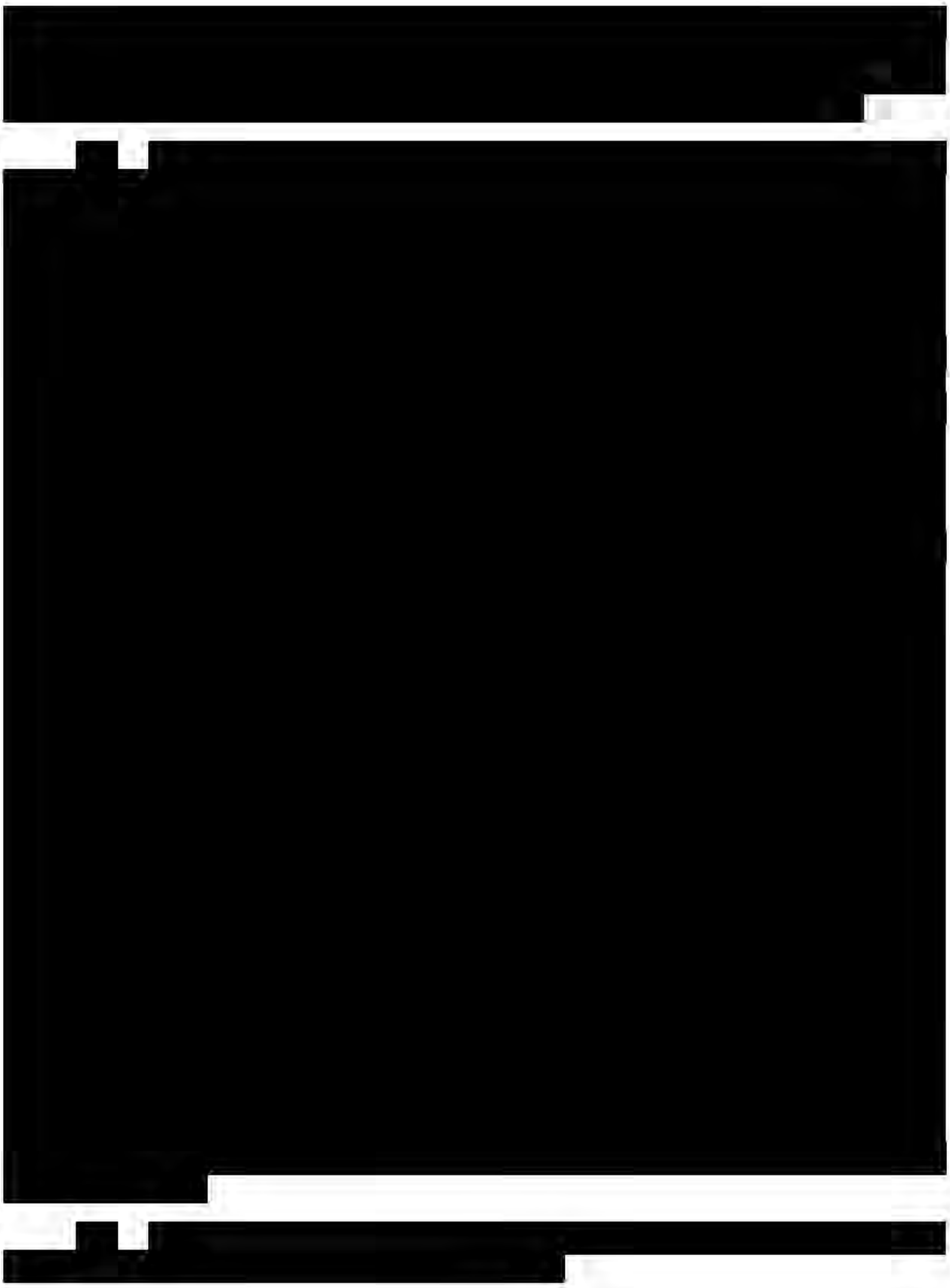
affecting availability of the Project in connection therewith without DTE's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

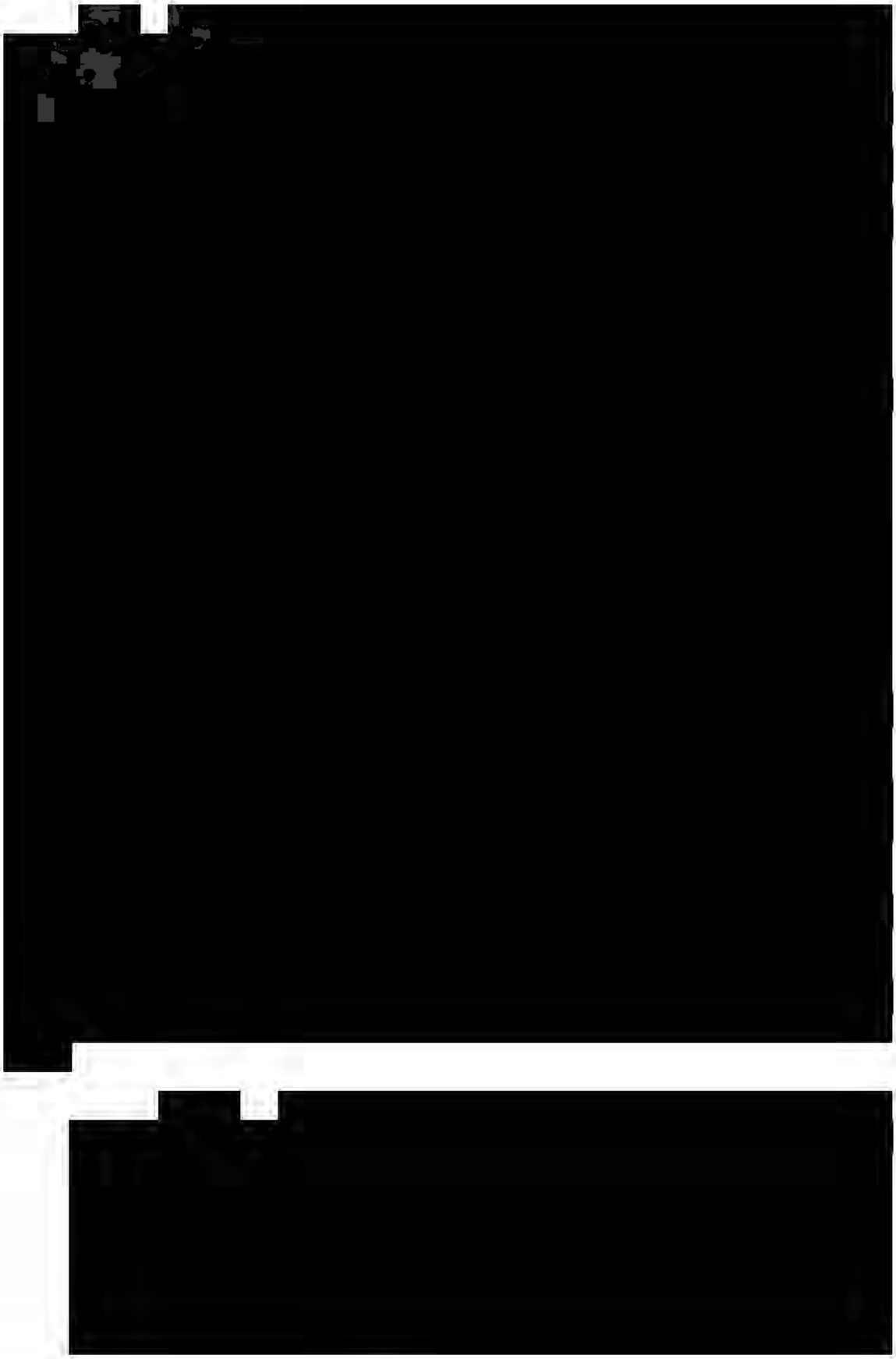
3.13 Ancillary Services.

3.13.1 Qualification and Participation. Supplier shall meet all applicable requirements to participate in all of the Energy and Ancillary Services markets listed in [redacted] to this Agreement. Supplier agrees to provide and execute any documents or agreements necessary to transfer to DTE any revenue and any other benefits and rights received from third parties by Supplier in providing Ancillary Services. For all periods during which such documents and agreements are not in effect, Supplier agrees to credit to DTE any revenues received until an agreement is executed.

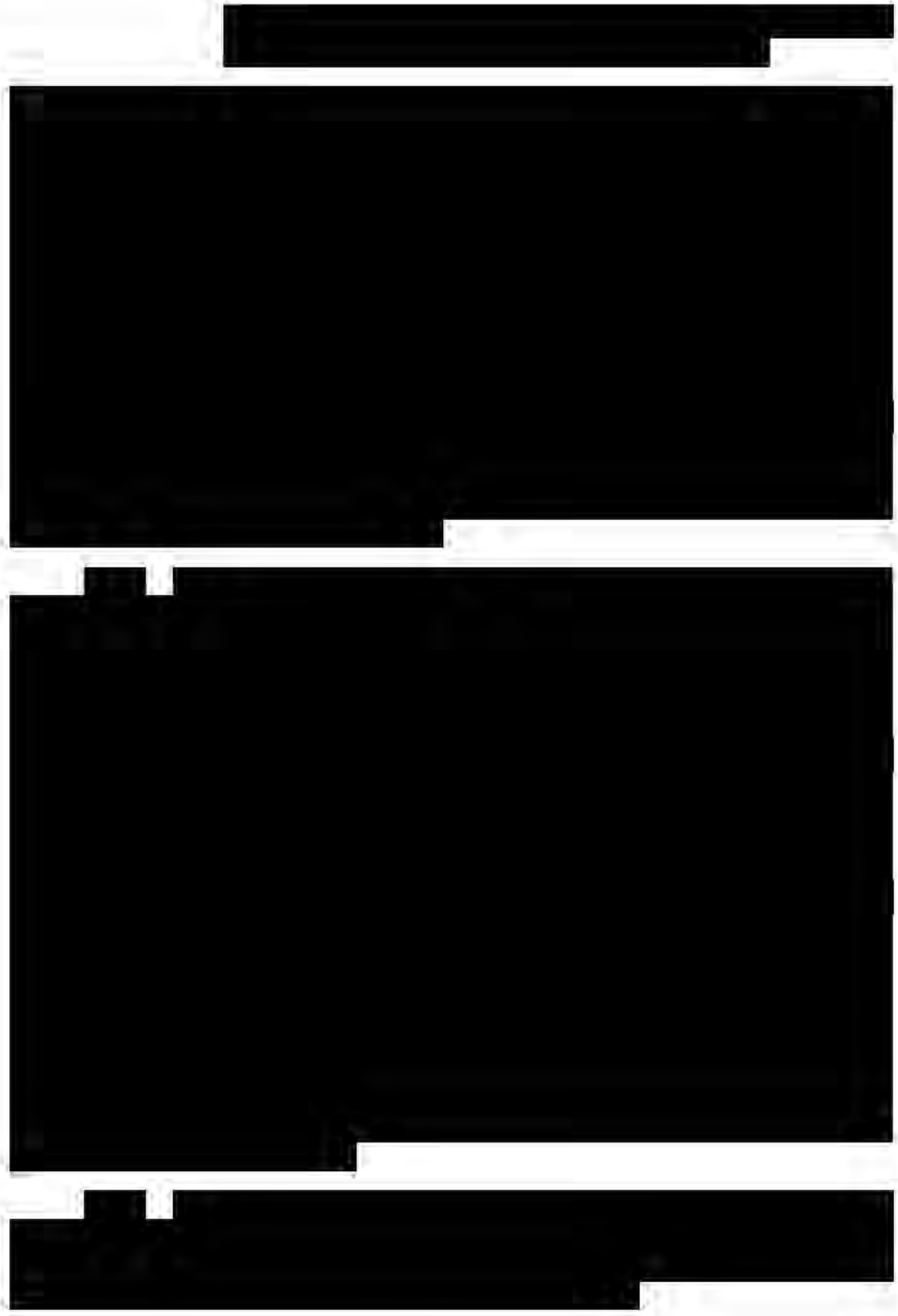
3.13.2 Reactive Supply and Voltage Control Filing. DTE will be entitled to all revenues received by the Project for the provision of Reactive Supply and Voltage Control. [redacted] upplier will file with FERC a rate schedule for Reactive Supply and Voltage Control from Generation and Other Resources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

[redacted]

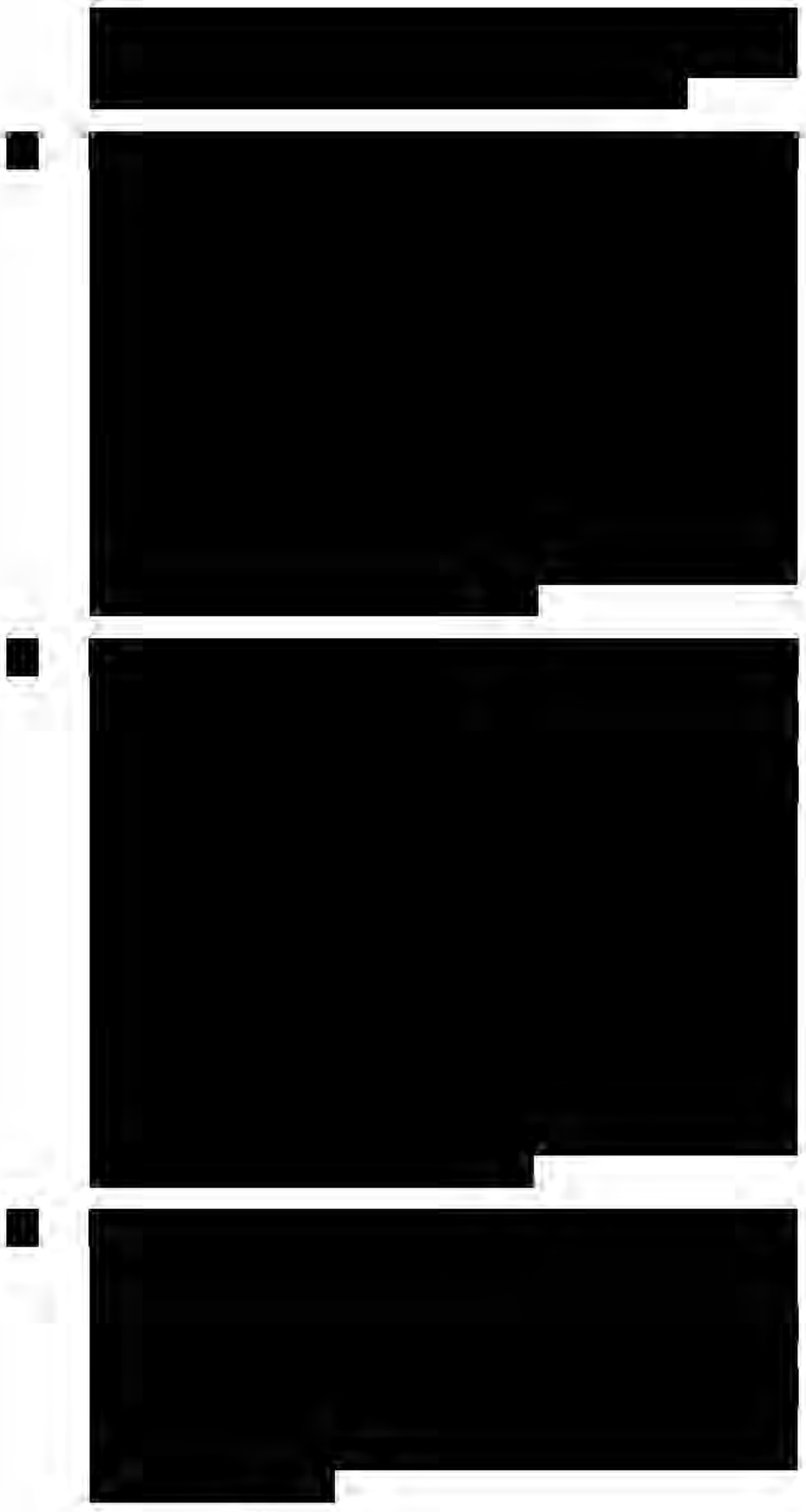












[redacted]

ARTICLE 4
INVOICING AND PAYMENTS

4.1 Invoices.

[redacted]

aggregate amount over the smaller aggregate amount. In addition to the foregoing, DTE

[redacted]

ARTICLE 5
PROJECT CONSTRUCTION, OPERATIONS, AND MODIFICATIONS

5.1 Construction of Project.

5.1.1 Supplier is solely responsible for the planning, design, procurement, construction, start-up, testing, and licensing of the Project. Supplier shall construct the Project in accordance with Good Utility Practice, Industry Codes and Standards, and to ensure that (a) Supplier is capable of meeting its supply obligations over the Delivery Term and (b) the Project is at all times in compliance with all requirements imposed on an Energy Storage System as set forth in the Act. [redacted] Attached as [redacted] is the proposed single line diagram of the Project, the Interconnection Facilities, the Delivery Point, and the location of the Meters. [redacted] Supplier shall provide an updated version of [redacted] to reflect the as-built configuration of the Project, Interconnection Facilities, Delivery Point, and Meters. Supplier shall ensure that the Project includes Remote Camera Capability. [redacted]

[redacted]

5.1.2 Prior to any battery modules arriving at the Site, Supplier must develop a construction emergency response plan that includes battery specific hazards, characteristics to watch out for during a battery failure, a simple process for which to alert and muster on-site personnel in the event of a thermal runaway, an escalation decision tree for alerting the fire department if necessary, and a process for inspection, monitoring and return-to-work. To ensure a well-coordinated response with the fire department in the event of a battery failure, Supplier's designated emergency event management coordinator shall maintain the construction emergency response plan, provide a copy of the plan to the local fire department, and provide site-specific training to familiarize the local fire department with the project, hazards, and response procedures.

5.1.3 Before commencing Project construction, Supplier must (i) schedule and attend a pre-incident planning session with DTE's designated agents and a representative from the local fire department (a "Pre-Incident Planning Session") to discuss the Project design and standard operation procedures and prepare a pre-incident plan informed by the NFPA 1620 Standard for Pre-Incident Planning (2020 or later edition); (ii) ensure that the Project will comply with the fire suppression requirements set forth in Section 5.3 of [redacted] Good Utility Practice, Industry Codes and Standards, and the applicable local fire code; and (iii) provide documentation of compliance with the UL9540 requirements demonstrating that the Project design, engineering controls, and system protections will contain a thermal event and prevent propagation. Prior to submitting construction documents for purposes of obtaining any building or fire permit, Supplier must schedule and attend an additional Pre-Incident Planning Session, as necessary, to review and update the previously developed pre-incident plan. In reviewing, consulting or advising on, or proposing revisions to the pre-incident plan, DTE assumes no responsibility for identifying or correcting any errors or deficiencies therein.

5.2 Performance of Project Milestones. Without limiting its obligations under any other provision of this Agreement, Supplier shall complete each Key Project Milestone set forth in [redacted], and promptly following completion of each such Key Project Milestone or the completion of any other Project Milestone, shall deliver to DTE such documentation specified in [redacted] together with such additional documentation and supporting evidence reasonably requested by DTE demonstrating the completion of the applicable Project Milestone. Each written certification provided by Supplier pursuant to [redacted] must be executed by a Responsible Officer and be in a form reasonably acceptable to DTE. Supplier shall notify DTE promptly, and in any event within [redacted], following its determination, or its becoming aware of information that leads to a reasonable conclusion, that any Key Project Milestone or other Project Milestone set forth in [redacted], will not be met by the applicable date designated in the Project Milestone Schedule, and if requested by DTE, shall convene a meeting with DTE to discuss the situation and possible remediation plans [redacted] following DTE's request. [redacted]

[redacted]

5.3 Synchronization Date. [redacted] prior to the Synchronization Date, Supplier shall provide written notice to DTE's Contract Representative that Supplier is preparing to synchronize the Project to the Transmission System and the date on which such synchronization will occur. At such time that Supplier determines that the requirements for the Synchronization Date set forth in this Article 5 have been satisfied, Supplier shall provide DTE with written certification thereof. DTE will have [redacted] to review such evidence and raise any commercially reasonable objections to Supplier's satisfaction of any requirements for the achievement of the Synchronization Date.

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

5.5 Development and Construction Updates and Reporting. Supplier shall, on a [redacted] basis prior to Supplier's issuance of Full NTP and on a [redacted] basis thereafter, provide to DTE a report that includes the status in achieving Project Milestones and any other required milestones under the Interconnection Agreement, progress in obtaining any approvals or certificates in connection with achieving Financial Closing, Full NTP and the Commercial Operation Date, and a discussion of any significant development or construction issues and/or foreseeable disruptions or delays. [redacted] must be provided by no later than [redacted]

[redacted] provided that Supplier may reasonably adjust the date on which such [redacted] reports are due to align with reporting obligations to financing parties under the engineering, procurement and construction contract so long as the reporting cadence remains the same. Upon request of DTE, Supplier shall meet virtually or have a call with DTE to review this data and any information related to Supplier's status in achieving the Project Milestone activities listed in the Project Milestone Schedule. Beginning on the date that is [redacted], Supplier shall provide the project reports required by this Section 5.5 to DTE [redacted] and shall include in such project reports the status in achieving Project Milestones and any other required milestones under the Interconnection Agreement, progress in obtaining any approvals or certificates in connection with achieving Financial Closing, Full NTP and the Commercial Operation Date, and a discussion of any significant development or construction issues and/or foreseeable disruptions or delays.

[redacted]

[redacted]

5.8 Operation and Maintenance.

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

5.8.2 Operation and Maintenance Obligations. Supplier shall at all times operate, maintain and repair, or, if applicable, shall cause its Operator to operate, maintain and repair, the Project in accordance with Good Utility Practice and Industry Codes and Standards, and, without limiting the foregoing, in order to ensure that (a) Supplier is capable of meeting its supply obligations over the Term; (b) the Project is at all times an Energy Storage System under the Act; and (c) Supplier is at all times in compliance with Applicable Law. In connection with the foregoing, Supplier shall, and as applicable, shall cause the Operator, (i) to maintain records of all operations of the Project in accordance with Good Utility Practice, (ii) to provide to DTE, on request, copies of any operations and maintenance status reports of the Project that Supplier provides to MISO or Supplier's Lenders, (iii) to follow such regulations, directions and procedures of the Transmission Owner, MISO, NERC and any applicable Governmental Authority to protect and prevent the Transmission System from experiencing any negative impacts resulting from the operation of the Project and to otherwise cause the Project to be operated consistent with all applicable NERC, MISO, and Transmission Owner requirements (including applicable requirements under the Interconnection Agreement) and Applicable Law requirements, and (iv) to cause all Energy discharged by the Project to meet the Power Quality Standards.

5.8.3 Unsafe Conditions; Personnel. If a representative of the Operator or Supplier identifies an unsafe condition at the Site or with respect to the Project at any time during the course of performing any inspection of or maintenance at, or while otherwise present at, the Site or the Project, Supplier shall, or shall cause the Operator to, promptly provide DTE with notice of such unsafe condition and the actions being taken and to be taken in order to remedy such unsafe condition. Supplier shall, or shall cause the Operator to, (i) promptly implement appropriate hazard protection measures, including by placing appropriate signage, following the identification of any unsafe condition, and shall maintain such hazard protection measures until such time as Supplier or Operator has corrected the unsafe condition; (ii) at all times maintain at the Site and the Project, appropriate warning placards and other signage in accordance with Good Utility Practice; and (iii) make provisions to contain any contaminated water from an incident response on site and prevent unauthorized discharges to federally or state-protected waters in accordance with Applicable Law. Any unsafe conditions at the Site or the Project may be designated as an Emergency by DTE. [redacted]

[redacted]

5.8.4 Performance Testing. Supplier shall perform such performance testing of the Project as is required and set forth in [redacted] to comply with MISO Tariff, comply with the Transmission Owner requirements, or comply with this Agreement, as applicable (each, a "Performance Test"). [redacted] DTE shall provide the Energy required to charge the Project for any Performance Test; [redacted]

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

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

5.8.6.1 Implement, or cause the Operator to implement, an operations and maintenance plan that includes the status of the Project and each of the [redacted] thereof in order to maintain such equipment in accordance with Good Utility Practice (the "Operations and Maintenance Plan"). [redacted] Supplier must provide the Operations and Maintenance Plan and associated budget for the Project for the upcoming Contract Year following the Commercial Operation Date to DTE. To the extent there are any material changes in the Operations and Maintenance Plan or associated budget thereafter, [redacted] prior to the start of each Contract Year, Supplier shall provide DTE with a copy of the Operations and Maintenance Plan and associated budget for the Project for the upcoming Contract Year. The Operations and Maintenance Plan must (i) include Supplier's plan to maintain facilities built on Site to support communications and control using Good Utility Practice, (ii) provide for the physical and cyber security of the Project and

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

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

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

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

5.8.6.5 Provide written notice to DTE describing in reasonable detail any actual or attempted breach or compromise of the physical or cyber security of

the Project or its related systems, in each case as soon as is practicable following the occurrence thereof.

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

5.10 Project Contracts.

5.10.1 ESA, EPC, and Major Contracts.

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

[redacted]

[redacted]

5.10.2 Vendors. Prior to the execution of any Major Contract, Supplier shall provide DTE with sufficient information for DTE to be reasonably assured that Supplier has selected financially responsible vendors (including any supplier of inverters, or other storage equipment) and contractors as part of the Project contracting process.

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

[redacted]

[redacted]

[redacted]

ARTICLE 6
REVENUE METERING REQUIREMENTS

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

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

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

6.4 Metering Costs. Supplier is responsible for all costs and expenses associated with the installation, testing, maintenance, and operation of the Meters and other equipment installed by Supplier at the Project, including costs associated with data communication and revenue meter data collection.

6.5 Meter Testing and Metering Accuracy. Supplier is responsible for testing of the Meters. [redacted], and upon DTE's reasonable request, (not to exceed one time per Contract Year, except as necessary to comply with the MISO Tariff), Supplier shall provide to DTE a meter test certificate for each Meter that specifies the following information: the Meter's serial number, the date of each test of the Meter in the preceding Contract Year, the tested accuracy of the Meter during each such test, whether the Meter passed or failed each such test, and the name of the technician administering each such test. Supplier shall provide DTE reasonable advance written notice of each annual test of the Meters, and DTE shall, subject to this Section 6.5, have the right to witness such testing. If the Meters are registering but their accuracy is outside the limits established in ANSI C12.1-2022, Supplier will repair and recalibrate or replace the Meters.

ARTICLE 7
EMERGENCY AND CURTAILMENT

[redacted]

[redacted]

ARTICLE 8
PLANNED AND FORCED OUTAGES

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

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

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

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

ARTICLE 9
DATA COMMUNICATION AND TECHNOLOGY REQUIREMENTS

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

[redacted]

[redacted]

9.3 Communication System Modification at DTE's Direction. DTE shall have the right, upon reasonable notice to Supplier and provided that they are not reasonably expected to void any of Supplier's equipment warranties, to require modifications to the communication systems, data interfaces, and related technologies used in connection with the Project. Such modifications may include, without limitation, (i) updates to or replacements of communication equipment or infrastructure; (ii) changes to data formats, transmission protocols (including updates to DNP3 or adoption of alternative protocols), or system integration requirements; and (iii) implementation of new technologies or enhancements necessary to maintain compatibility with DTE's SCADA system or other operational platforms. Supplier shall, at DTE's sole cost and expense, implement such modifications within a commercially reasonable timeframe, provided that such modifications do not materially interfere with Supplier's operations or violate applicable laws or regulations. DTE shall coordinate with Supplier to ensure that any such changes are implemented in a manner that minimizes disruption and maintains compliance with applicable standards and regulatory requirements.

ARTICLE 10
REPORTS AND OTHER COMMUNICATIONS

10.1 Performance Data. Supplier shall collect performance and event data associated with the Project and shall report such data to DTE upon DTE's request.

10.2 Operations Log. Without duplication of the requirements of Section 5.8.6.2, Supplier shall maintain an operations log, which must include the Charging Energy and Discharging Energy for each hour, Forced Outages and Planned Outages, circuit breaker trip operations, partial deratings of equipment, and any other significant event or information related to the operation of the Project. The operations log must be available for inspection by DTE at the Project upon reasonable advance request, and Supplier shall make the data that supports the log available on a near-real time basis, to the extent possible based on available software, by remote access to DTE, if DTE acquires the necessary equipment and software license to process the data by remote access.

10.3 Reserved.

10.4 Financial Information.

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

10.4.1.1 As soon as available and in any event [redacted] of Supplier's Guarantor, Supplier shall provide DTE with unaudited consolidated financial statements of Supplier's Guarantor for the relevant period, prepared in

accordance with generally accepted accounting principles in the United States of America.

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

Any information provided to DTE pursuant to this Section 10.4.1 will be considered confidential in accordance with the terms of this Agreement and may only be disclosed in accordance with Article 19 or on an aggregate basis with other similar entities for which DTE has power purchase agreements or energy storage system tolling agreements.

10.4.2 Access to Additional Financial Information. The Parties agree that generally accepted accounting principles and SEC rules require DTE to evaluate if DTE must consolidate Supplier's financial information with its own. If DTE reasonably believes that consolidation may be required based on a diligent inquiry and review of publicly available information concerning Supplier's business and ownership, then DTE may require access to Supplier's financial records and personnel to determine if consolidated financial reporting is required. If DTE determines that consolidation is required, then, notwithstanding anything to the contrary set forth in Section 10.4.1, Supplier shall provide the following reasonably promptly after [redacted]

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

ARTICLE 11
COMPLIANCE

11.1 Compliance with Laws. Each Party shall comply with all Applicable Law and shall, at its sole cost and expense, maintain in full force and effect all relevant permits, authorizations,

licenses and other authorizations material to the maintenance of its facilities and the performance of obligations under this Agreement. Each Party and its representative shall comply with all relevant requirements of the Transmission Owner and each Governmental Authority to ensure the safety of its employees and the public.

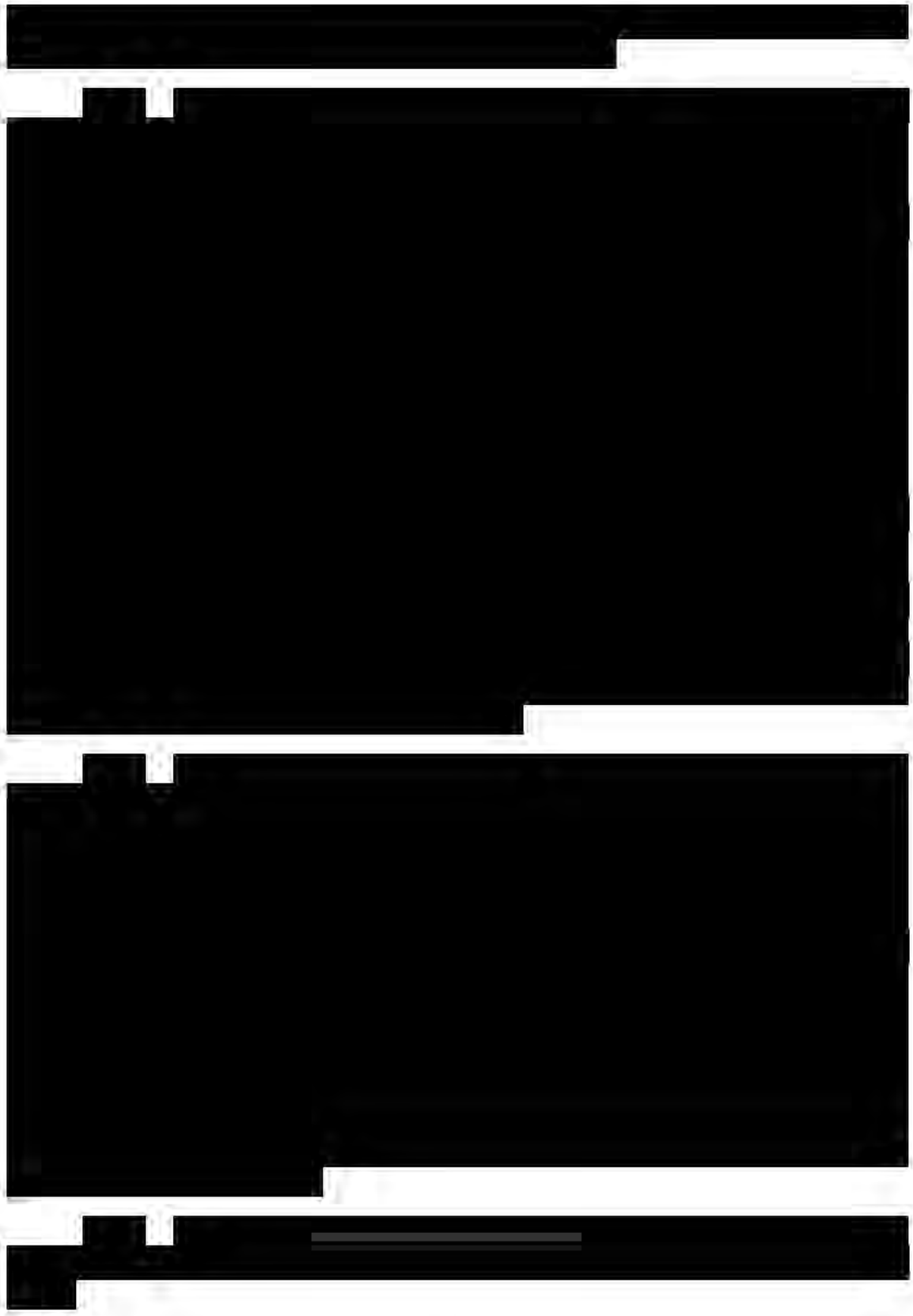
11.2 Good Utility Practice. DTE and Supplier shall perform, or cause to be performed, their obligations under this Agreement in all material respects in accordance with Good Utility Practice.

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

ARTICLE 12
APPROVALS

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

[redacted]



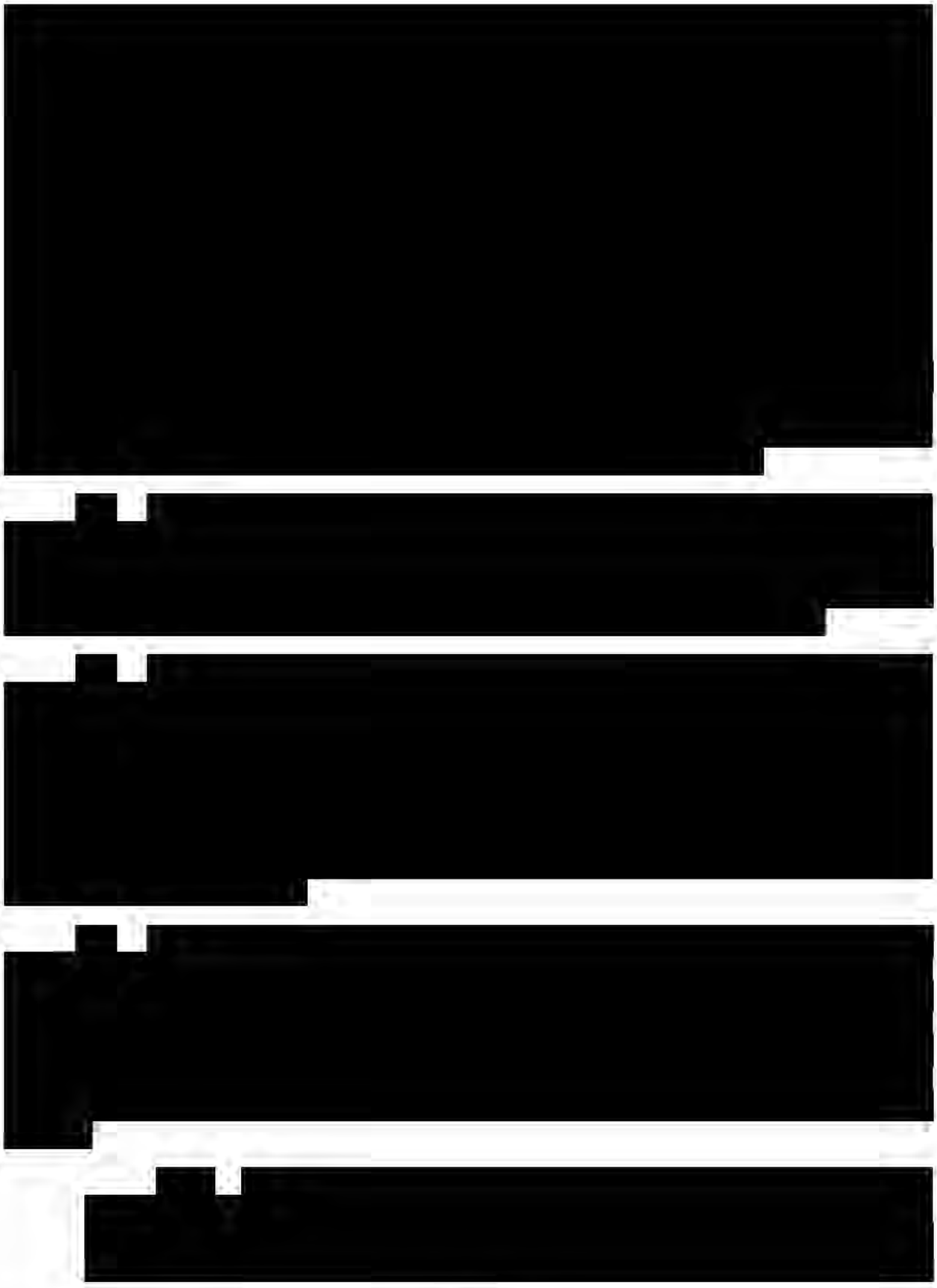
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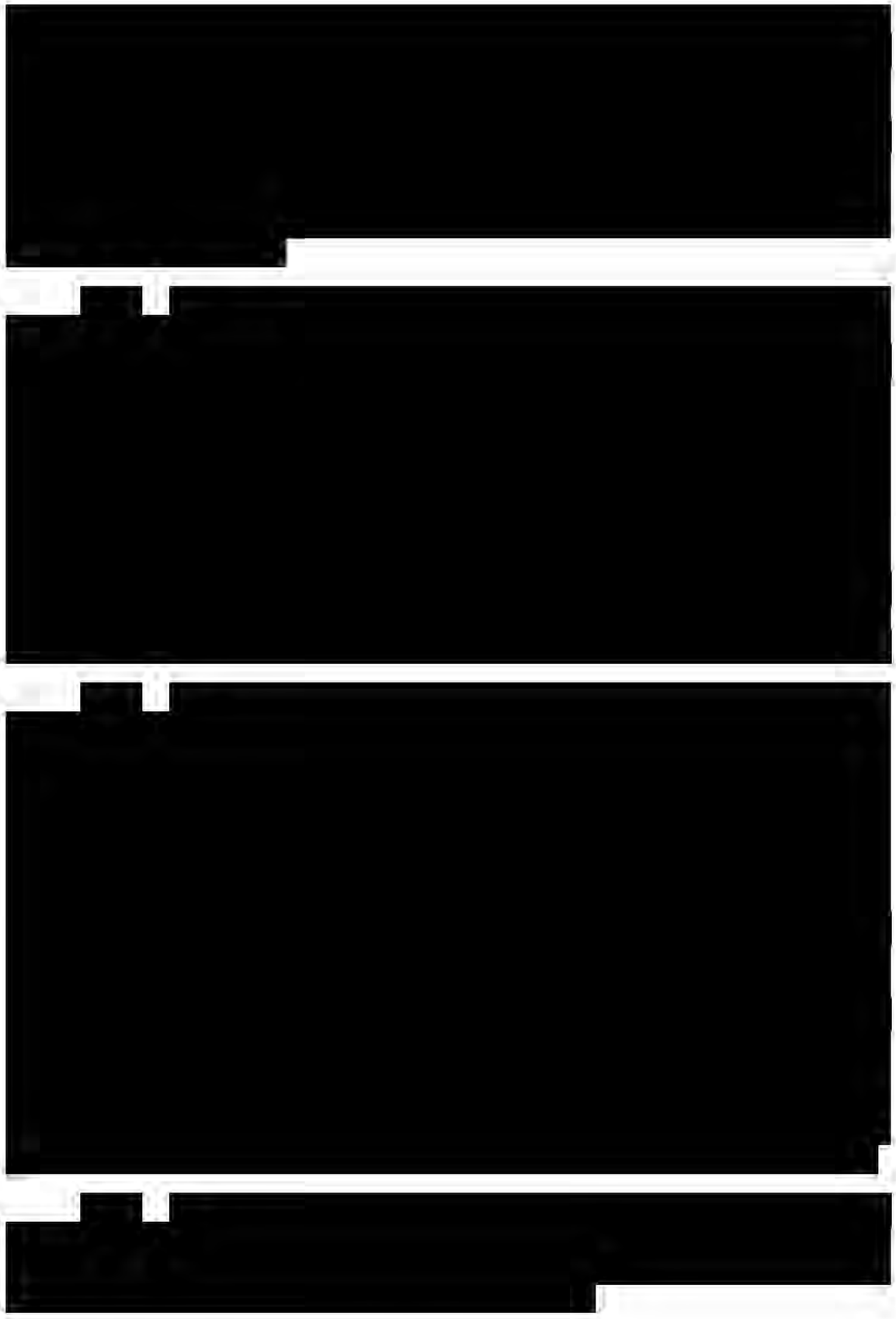
ARTICLE 13
CREDITWORTHINESS AND SECURITY

[redacted]

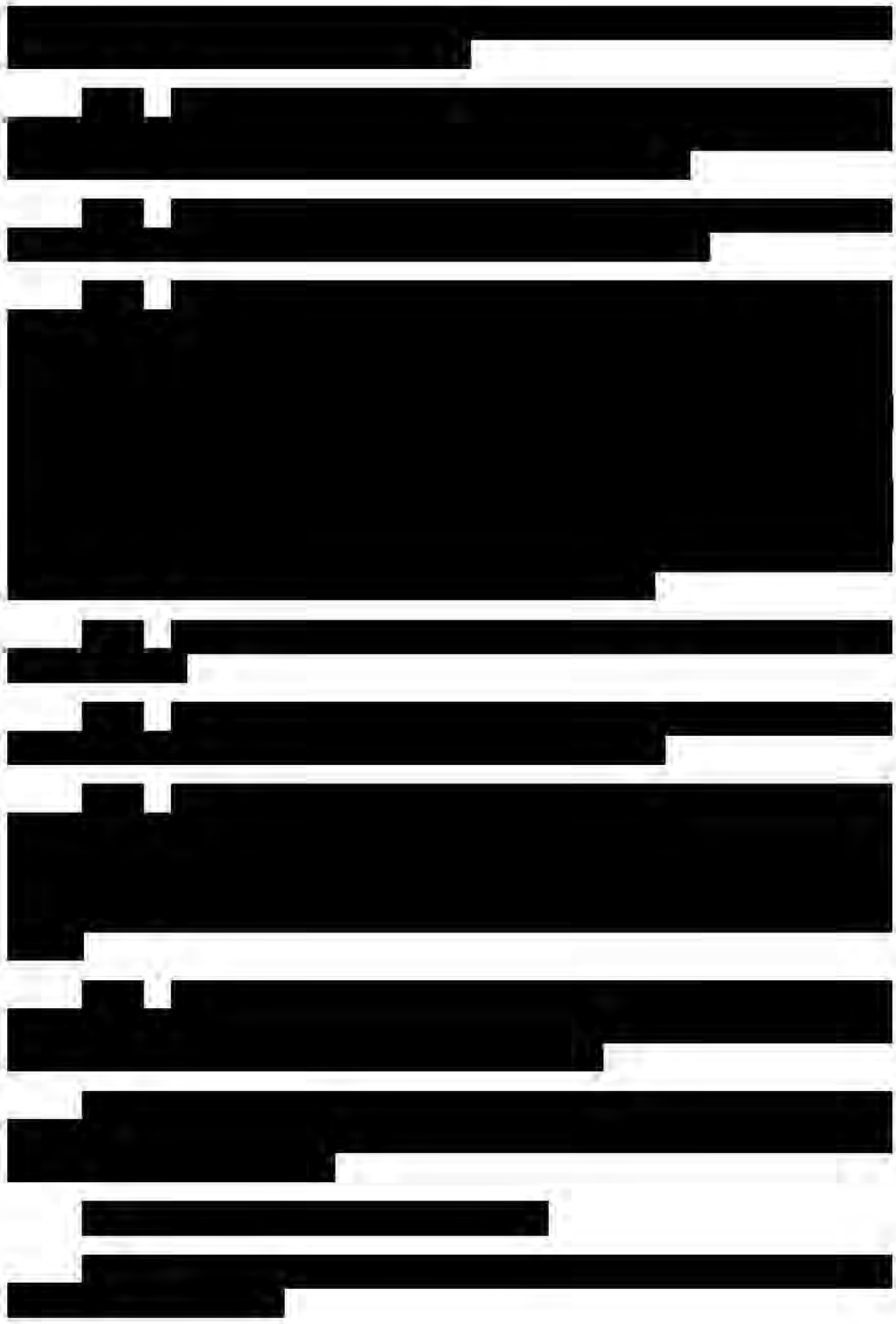








ARTICLE 15
FORCE MAJEURE





[redacted]

ARTICLE 16
INSURANCE

[redacted]



[redacted]

ARTICLE 17
INDEMNIFICATION

[redacted]

[redacted]

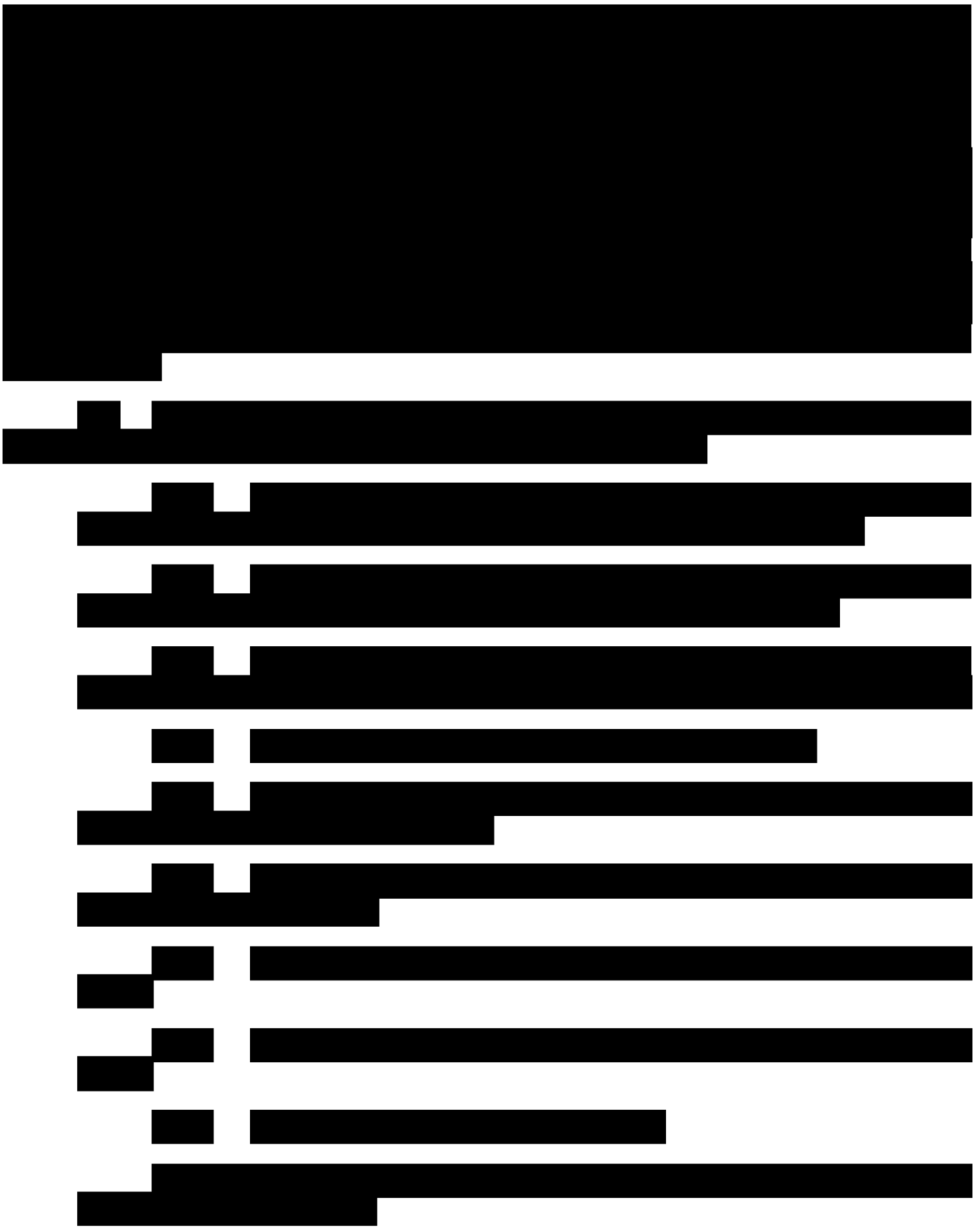
ARTICLE 18
DEFAULT AND REMEDIES; TERMINATION

[redacted]

[redacted]







ARTICLE 19
NON-DISCLOSURE OF INFORMATION

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

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

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

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

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

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

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

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

19.5 DTE Permitted Disclosures. DTE may disclose Confidential Information to the MPSC to the extent required for the approval by the MPSC of this Agreement and the transactions

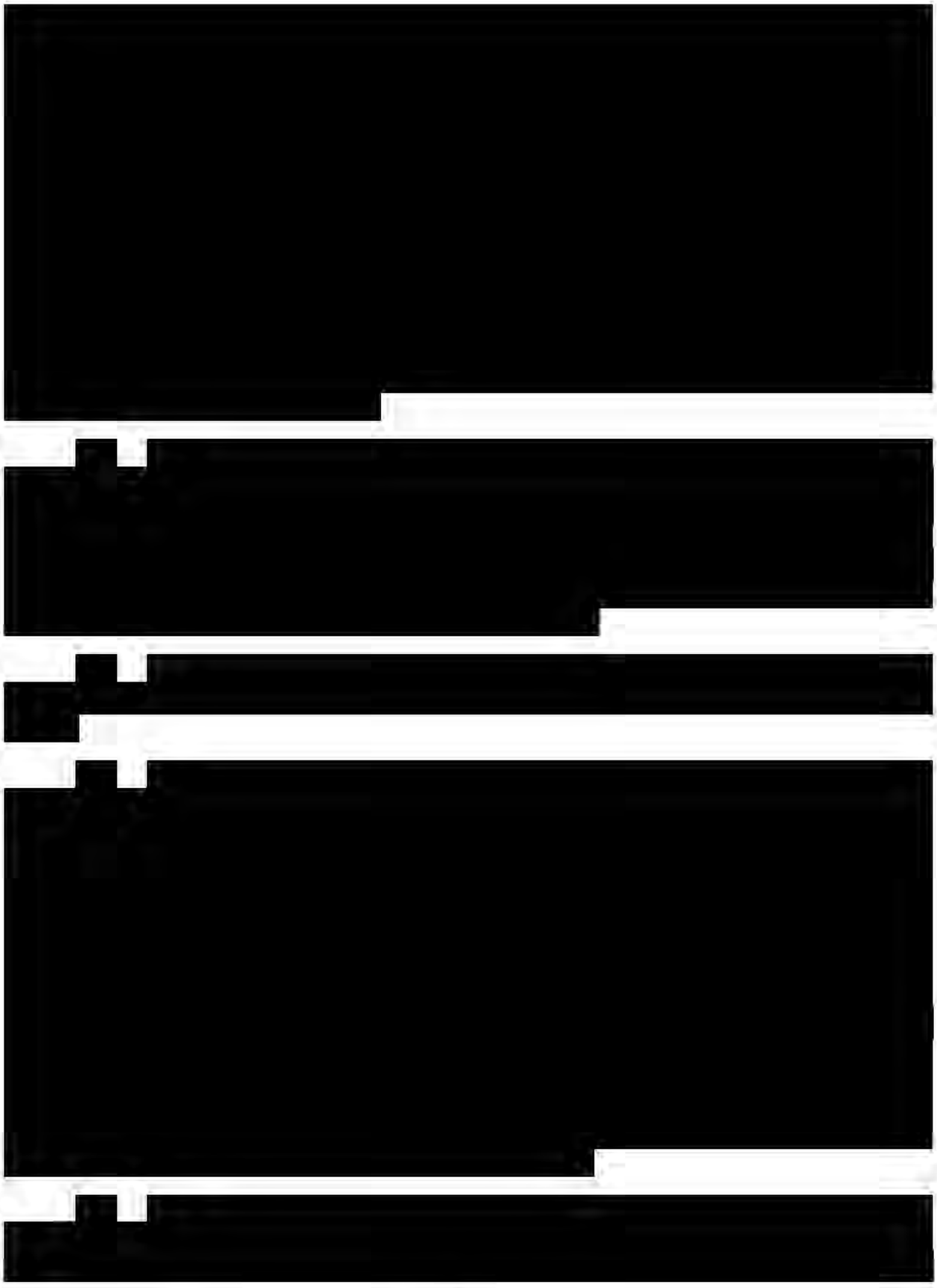
related thereto and to FERC in connection with any filings or supplemental information requested by or required to be provided to FERC or the MPSC; provided that DTE shall cooperate reasonably with Supplier in its efforts to limit the scope of, and/or to obtain protective treatment for, such Confidential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

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

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

ARTICLE 20
ASSIGNMENT

[redacted]



[redacted]

ARTICLE 21
INDEPENDENT CONTRACTOR

21.1 Independent Developer. Supplier is an independent contractor, and nothing contained herein shall be construed as constituting any relationship with DTE, other than that of owner or independent contractor or between DTE and any employee or subcontractor of Supplier. Neither Supplier nor any of its employees shall be deemed to be employees of DTE.

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

ARTICLE 22
REPRESENTATIONS AND WARRANTIES

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

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

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

22.1.3 No Breach.

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

22.1.3.2 None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, or compliance with the terms and provisions hereof, shall violate, conflict with or result in a breach of, cause a default under, result in the loss by Supplier of any material rights or benefits under, create in any party the right to accelerate, terminate, suspend, revoke, modify or cancel, require any notice, filing or consent or give rise to any preferential purchase or similar right under any material agreement to which Supplier is a party or by which Supplier is bound. Supplier has performed in all material respects all of the obligations under this Agreement that are required to have been performed prior to or on the date this representation is made.

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

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

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

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

22.1.8 Title. Supplier owns all Product attributable to the Project and has the right to sell such Product to DTE. Supplier will convey good title to the Product to DTE free and clear of any liens or other encumbrances or title defects, including any which would affect DTE's ownership of any portion of such Product or prevent the subsequent transfer of any portion of such Product by DTE to a third-party.

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

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

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

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

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

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

expected to materially impair the ability of DTE to perform its obligations under this Agreement.

22.2.3 No Breach.

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

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

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

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

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

ARTICLE 23
NOTICES AND COMMUNICATIONS

23.1 Notices. As used in this Agreement, "notice" includes the communication of a notice, a request, a demand, an approval, an offer, a statement, a report, an acceptance, a consent, a waiver and an appointment. Any notice required or authorized to be given hereunder or any other communications between the Parties shall be in writing (unless otherwise expressly provided) and shall be served personally or by reputable express courier service addressed to the relevant Party at the address stated below; provided, that ordinary course development and construction related

notices and communications (which shall not include notices regarding defaults, termination events or other material events) may be delivered by electronic transmission to, and in the case of DTE, the DTE Representative (at an email address provided to Supplier in writing) or in the case of Supplier, the email addresses stated below:



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

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

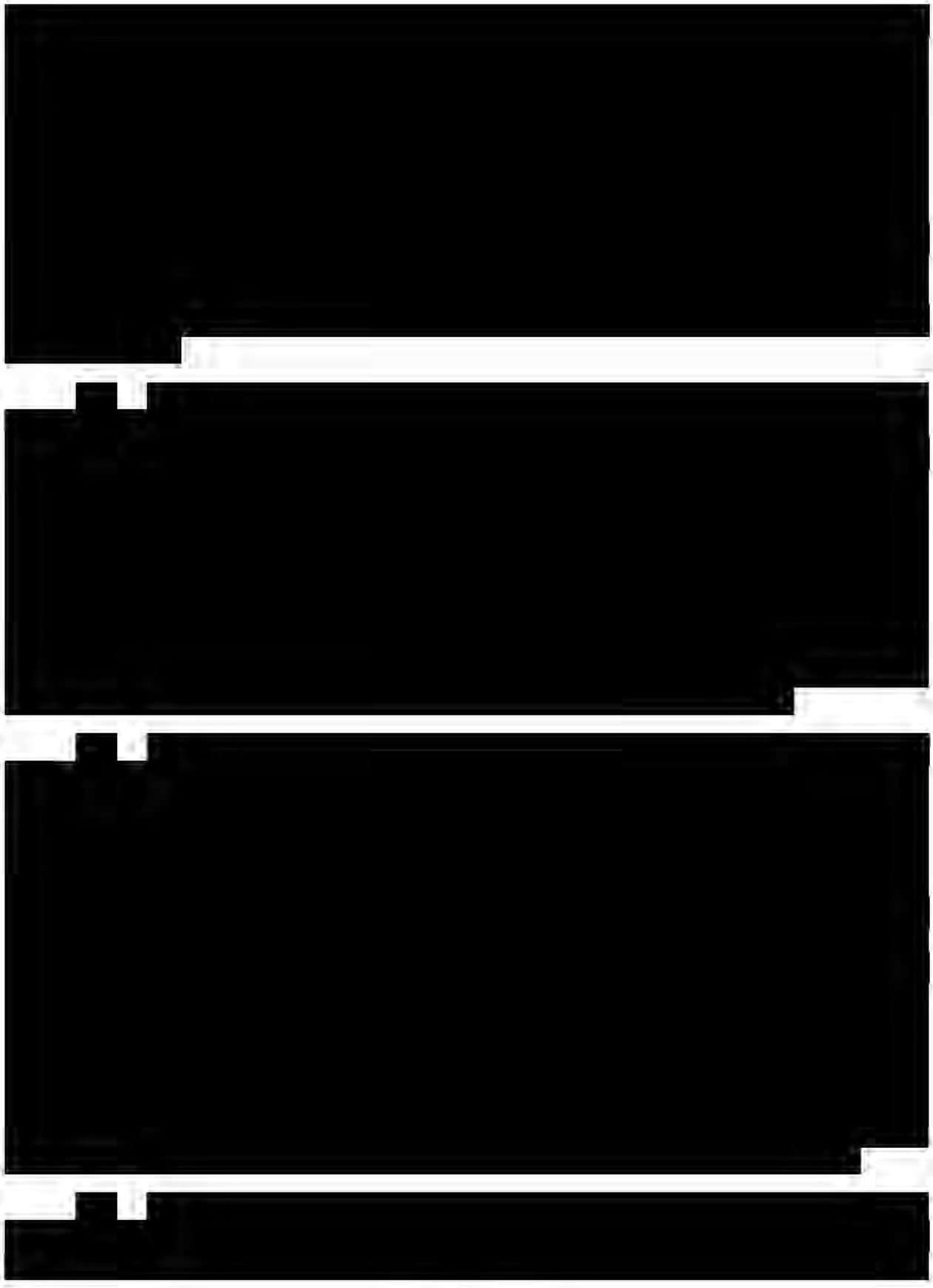
23.3 Change of Notice Recipient Information. Either Party may, by giving notice at any time or from time to time, require subsequent notice to be given to another individual, whether a Party or an officer or representative of a Party, or to a different address, or both. Notices given before actual receipt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

ARTICLE 24
DISPUTE RESOLUTION

[redacted]

ARTICLE 25
DELAY LIQUIDATED DAMAGES

[redacted]



[redacted]

ARTICLE 26
LIMITATION OF LIABILITY

[redacted]

[redacted]

ARTICLE 27
MISCELLANEOUS

27.1 Governing Law; Jurisdiction; Waiver of Jury Trial.

27.1.1 Jurisdiction. The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the State of Michigan and the courts applicable to contracts made and to be performed within the State of Michigan and without reference to the choice of law principles of the State of Michigan or the District Court for the Eastern District of Michigan. Each Party irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to such Party at its address specified in or pursuant to the provisions of Section 23.1 or in any other manner permitted by Applicable Law. Nothing in this Section 27.1 shall affect the right of a Party to serve legal process in any other manner permitted by law. The Parties further agree that any process directed to either of them in any litigation involving this Agreement may be served outside the State of Michigan with the same force and effect as if service had been made within the State of Michigan. To the extent a Party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through

service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, such Party hereby irrevocably waives (to the fullest extent permitted by law) such immunity in respect of its obligations under this Agreement.

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

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



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

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

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

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

27.8 Time. It is the intent of the Parties that, notwithstanding the absence of the words "time is of the essence" in this Agreement, the remedies for non-performance of time specified obligations be enforceable, as provided in this Agreement. Notwithstanding the absence of the words "time is of the essence" in this Agreement generally, the Parties agree that with respect to Commercial Operation, time is of the essence for the purpose of completing such milestone and assessing Delay Liquidated Damages. Neither Party will, in any action or proceeding brought by the other Party assert as a defense the absence of the phrase "time is of the essence" herein.

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

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

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

27.12 Integration. This Agreement contains the entire agreement and understanding between the Parties with respect to all of the subject matter contained herein, thereby merging and

superseding all prior agreements and representations, whether written or oral, by the Parties with respect to such subject matter.

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

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

27.15 Service Contract. This Agreement is intended to constitute a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended.

[Signature pages follow]

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

DTE:

DTE ELECTRIC COMPANY

By: _____

Name: Joi M. Harris

Title: President & CEO

SUPPLIER:

COLDWATER RIVER STORAGE, LLC
By: Apex GCL, LLC
Its: Sole Member
By Apex Clean Energy Holdings, LLC
Its: Sole Member

By: _____

Name: Eamon Perrel

Title: Chief Commercial Officer

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

DTE:

DTE ELECTRIC COMPANY

By: _____

Name: Joi M. Harris

Title: President & CEO

SUPPLIER:

COLDWATER RIVER STORAGE, LLC
By: Apex GCL, LLC
Its: Sole Member
By Apex Clean Energy Holdings, LLC
Its: Sole Member

By: Eamon E. Perrel

Name: Eamon Perrel

Title: Chief Commercial Officer

Execution Version

ENERGY STORAGE SYSTEM TOLLING AGREEMENT

by and between

DTE ELECTRIC COMPANY,
a Michigan Corporation

and

TUSCOLA II ENERGY STORAGE, LLC
a Delaware Limited Liability Company

February 18, 2026

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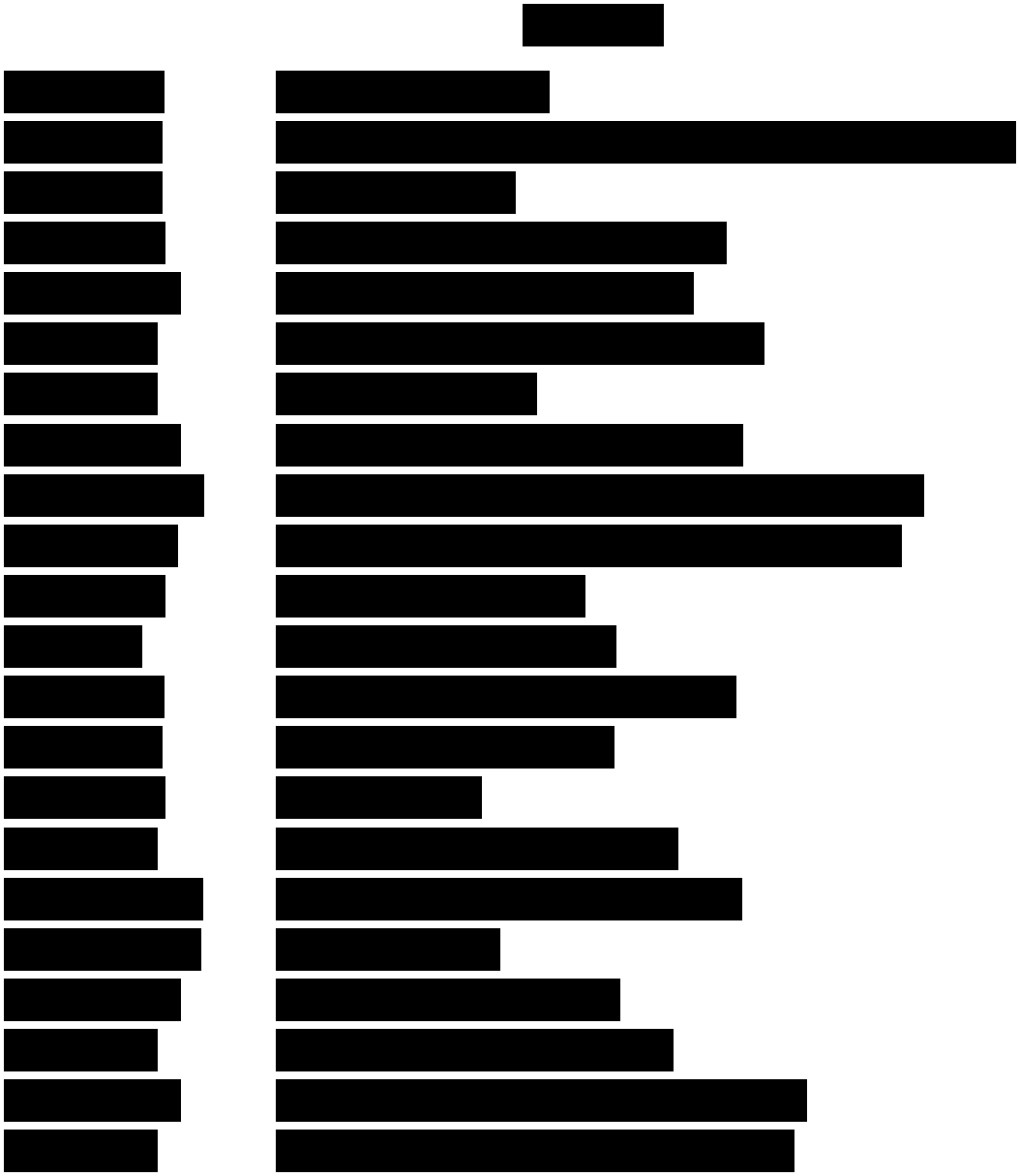
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ENERGY STORAGE SYSTEM TOLLING AGREEMENT

This ENERGY STORAGE SYSTEM TOLLING AGREEMENT is made and entered into as of the 18th day of February, 2026 (the "Contract Date"), by and between DTE ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Michigan, ("DTE"), and Tuscola II Energy Storage, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Supplier").

RECITALS

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

B. Supplier plans to build, own, and operate the Project (as defined below), a proposed energy storage system in Tuscola County, Michigan.

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

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

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

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

ARTICLE 1
AGREEMENT; INTERPRETATION; DEFINITIONS

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

1.2 Entire Agreement. This Agreement sets forth the full and complete understanding of the Parties relating to the subject matter hereof as of the date first above stated, and supersedes any and all negotiations, agreements and representations made or dated prior thereto. Subsequent to the date hereof, this Agreement may be supplemented, modified or otherwise amended by mutual agreement or in accordance with the terms of this Agreement. Such amendments, if any, must be in the form of a written amendment to this Agreement and signed by authorized

representatives of both Parties to this Agreement.

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

1.4 Rules of Interpretation.

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

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

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

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

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

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

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

1.4.1.7 All accounting terms not specifically defined herein shall be

construed in accordance with generally accepted accounting principles in the United States of America, consistently applied.

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

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

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

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

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

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

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

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

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

1.4.4 Obligation to Act in Good Faith, Etc. The Parties shall act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided in this Agreement that a Party may exercise its sole discretion with respect thereto, (a) where the Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, delayed or conditioned, and (b) wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to a matter, such determination,

requirement, specification or similar action shall be reasonable.

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

[redacted]

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

[redacted]

"Actual Availability" has the meaning ascribed to that term in [redacted]

[redacted]

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

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

"Ancillary Services" has the meaning ascribed to the term "Ancillary Service" in the MISO Tariff, to the extent available from the Project.

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

[redacted]

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

"Availability Adjustment" has the meaning ascribed to that term in [redacted].

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

[redacted]

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

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

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

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

"Capacity Attribute" means any current or future defined characteristic, certificate, tag, credit, or accounting construct associated with the amount of power that the Project can discharge

and deliver to the Delivery Point at a particular moment and that can be purchased and sold under MISO market rules. Capacity Attributes include Zonal Resource Credits.

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

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

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

"Capacity Test" has the meaning ascribed to that term in Section 5.2 of [redacted]

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

[redacted]

[redacted]

"Charging Energy" means the Energy received at the Delivery Point used to charge the Project and to be used for resale at DTE's option. For the avoidance of doubt, Charging Energy shall not include any Energy used for Station Power.

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

"Closing Outside Date" has the meaning ascribed to that term in Section 14.4.

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

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

"Commercial Operation" means that Supplier has (a) satisfied the requirements set forth in Section 5.4 and [redacted] with respect to the Project, and (b) delivered a certificate to DTE in the form of [redacted] executed by a Responsible Officer of Supplier, together with the required supporting documentation.

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

"Commercial Operation Test" means, collectively, all of the Performance Tests set forth in Exhibit 5.8.4.

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

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

"Contract Capacity" means 100 MW, which is intended to be the rate at which Discharging Energy can be delivered to the Delivery Point continuously for four (4) hours.

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

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

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

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

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

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

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

[redacted]

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

"Day-Ahead Market" has the meaning ascribed to the term "Day Ahead Energy and Operating Reserve Market" in the MISO Tariff.

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

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

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

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

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

"Delivery Term" means the period of sixteen (16) Contract Years commencing on the Commercial Operation Date and expiring on the fifteenth (15th) anniversary of the Commercial Operation Date, unless [redacted] terminated earlier in accordance with the terms and conditions of this Agreement.

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

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

"Discharge Duration" means the time each Energy Storage System unit is expected to discharge the Rated Discharge Rate starting from 100% SOC to 0%.

"Discharging Energy" means the Energy in MWh discharged from the Project at the Delivery Point for sale in the wholesale market.

"Dispatch Instruction" has the meaning ascribed to that term in Section 3.14.

"Dispatch Limitations" has the meaning ascribed to that term in [redacted]

"Dispatched MWh" means the amount of Energy in MWh dispatched by the Project to provide a product or service available in the MISO market, and may include both Discharging Energy and Charging Energy dispatched for Ancillary Services where such Energy provides a product or service available in the MISO market.

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

[redacted]

"DOC" means the U.S. Department of Commerce.

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

[redacted]

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

[redacted]

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

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

"Emergency Response Plan" has the meaning ascribed to that term in Section 7.4.1.

"Energy" means three-phase, sixty (60)-hertz alternating current electrical energy (measured in MWh) charged from, or discharged to, the Delivery Point by the Project.

"Energy Storage System" or "ESS" means, with respect to Michigan, an "energy storage system" as defined in the Act.

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

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

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

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

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

"Equipment Supply Agreement" means an agreement between Supplier or EPC Contractor (as applicable) and the Equipment Supplier with whom Supplier or EPC Contractor (as applicable) contracts to supply [redacted] other than an ESA.

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

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

[redacted]

"External Communications Interface" means the electronic connection point at which the Project's monitoring and control data is interchanged with DTE.

[redacted].

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

"FERC" means the Federal Energy Regulatory Commission.

[redacted]

"Final Test Plan" has the meaning ascribed to that term in [redacted]

"Financial Closing" means the occurrence of all of the following events (which may occur over a period of time): (a) if Supplier will obtain third-party Financing for the construction of the Project: (i) execution of the Financing Documents by the parties thereto in respect of the construction or permanent debt Financing for the Project, (ii) all conditions precedent to the initial availability of funds under such Financing Documents have been satisfied or waived, and (iii) the first draw thereunder has been made by Supplier; and (b) if Supplier will not obtain third-party Financing for the Project: (i) final and unconditional approval by the Ultimate Parent's management committee, as evidenced by a written certificate from the Supplier delivered to DTE, of the investment necessary to develop, design, engineer, construct, commission, test, start-up and operate the Project, and (ii) the first draw or distribution thereunder has been received by Supplier.

[redacted]

[redacted]

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

"Fitch" means Fitch Ratings, Ltd., a Delaware corporation, or its successor.

"[redacted] Energy Price" has the meaning ascribed to that term in [redacted]

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

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

[redacted]

"Forced Outage" means the removal from availability, in whole or in part, of a generating unit, transmission line, storage system, or other facility due to an Emergency or a condition in

which the equipment is unavailable due to unanticipated failure resulting in a decrease to available Capacity or ability to adhere to voltage or frequency requirements.

"Full NTP" means Supplier has provided a full and unlimited written notice to proceed to the EPC Contractor(s) pursuant to the EPC Contract(s) for the Project, and construction of the Project has commenced with a fully executed ESA, applicable Equipment Supply Agreements and a preliminary augmentation plan based on expected degradation for the full Term.

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

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

desired result in a manner consistent with Applicable Law, and (ii) conform in all material respects to the design, engineering, construction, testing, operation, maintenance and other recommendations and guidelines applicable to the equipment in question.

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

[redacted]

"Guaranteed Storage Availability" has the meaning ascribed to that term in [redacted]

[redacted]

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

[redacted]

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

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

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

[redacted]

"Industry Codes and Standards" means the codes and standards set forth in National Fire Protection Association (NFPA) 855 Standard for the Installation of Stationary Energy Storage Systems 2020 Edition, International Fire Code 2018 Edition, and National Electric Safety Code 2017 Edition, National Electric Code 2020 Edition, and International Building Code 2018 Edition, in each case, as amended from time to time and as and to the extent applicable to the Project.

[redacted]

"Installed Capacity" means aggregate nameplate capacity of the Project expressed in MW as the rate at which Discharging Energy can be delivered to the Delivery Point continuously for four (4) hours on the Commercial Operation Date, for which a fully executed certificate in accordance with Section 5.4 has been provided by Supplier.

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

"Interconnection Facilities" means the equipment, supporting software and firmware, and ancillary facilities, including any modifications, additions and upgrades made to such facilities, which are necessary to connect the Project to the Transmission System as described in [redacted]

[redacted]

[redacted]

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

"Letter of Credit" means an irrevocable, transferable, standby letter of credit, governed by the International Standby Practices rules, International Chamber of Commerce Pub. 590 and issued

by a Qualified Institution and otherwise substantially in the form attached hereto as [redacted] or otherwise in a form acceptable to DTE.

"Letter of Credit Default" means with respect to an outstanding Letter of Credit, the occurrence of any of the following events: (i) the issuer of the Letter of Credit ceases to be a Qualified Institution; (ii) the issuer of the Letter of Credit fails to comply with or perform its obligations under such Letter of Credit and such failure is continuing after the lapse of any applicable grace period; (iii) the issuer of the Letter of Credit disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, the Letter of Credit; (iv) the Letter of Credit expires or terminates, or fails or ceases to be in full force and effect at any time while required to be maintained pursuant to the terms of this Agreement; or (v) the issuer of the Letter of Credit becomes subject to any event described in Section 18.1.4 or any event analogous thereto occurs with respect to the issuer of the Letter of Credit.

[redacted].

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

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

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

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

[redacted]

"Major Contracts" means, collectively, the project agreements specified in Sections 5.14.1.1 and 5.14.1.2.

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

[redacted]

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

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

"Minimum Performance Requirements" has the meaning ascribed to that term in [redacted]

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

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

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

"MISO Planning Year" means a "Planning Year" as such term is defined in the MISO Tariff.

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

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

"MPSC" means the Michigan Public Service Commission.

[redacted]

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

"MWh" means a megawatt hour of electrical energy.

[redacted]

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

[redacted]

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

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

[redacted]

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

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

[redacted]

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

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

"Operator" means the entity which: (a) provides operations and maintenance support to the Project; and (b) has at least the Required Experience.

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

"Peak Hours" means the hours, if any, that the Project is required to be available to discharge Energy to qualify as a Planning Resource or maintain its Capacity Value pursuant to the MISO Tariff.

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

"Performance Test" has the meaning ascribed to that term in Section 5.8.3.

[redacted]



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

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

"Planned Synchronization Date" means [redacted], as may be adjusted pursuant to Section 5.6.

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

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

"Power Quality Standards" means the power quality standards established or otherwise enforced by NERC, MISO, IEEE-SA, National Electric Safety Code, or the National Electric Code (including their respective successor organizations or codes) and that apply to the Project, including any power quality standards imposed pursuant to the terms of the Interconnection

Agreement or by the Transmission Owner, as applicable, in each case as they may be amended, restated, superseded, supplemented, or otherwise modified from time to time.

[redacted]

"Pre-Incident Planning Session" has the meaning ascribed to that term in Section 5.1.4.

"Product" means all Energy, all Capacity Attributes, all Ancillary Services that the Project produces, or is capable of producing in its then-current configuration, and all associated Renewable Energy Benefits.

[redacted]

"Project" means the 100 MW / 400 MWh energy storage system described in [redacted] located at the Site and including mechanical equipment and associated facilities and equipment required to deliver Energy to, and receive Energy from, the Delivery Point.

[redacted]

[redacted]

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

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

"Project Output" means all Dispatched MWh and the attendant revenues attributable to Energy, Capacity Attributes or Ancillary Services, or other products that the Project is eligible to provide to the MISO market, consistent with the MISO Tariff, and in each case consistent with the terms and conditions of this Agreement, including the Dispatch Limitations.

"Project Property" means all property rights necessary for the use of the Project for its intended purpose, including: (a) the Project; (b) the Site; (c) Supplier's Interconnection Facilities; (d) the Project's collection facilities and substation; (e) Supplier's rights and obligations under the Interconnection Agreement; (f) Supplier's Required Permits and Approvals and any warranties relating to the applicable Major Contracts; and (g) all Project fixtures, equipment and personal property.

"Proposed Test Plan and Procedures" has the meaning ascribed to that term in [redacted]

[redacted]

"Rated Discharge Rate" means the maximum specified Capacity in MW, sustained continuously for the quoted time duration, while the Energy Storage System is discharging.

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

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

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

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

[redacted]

"Renewable Energy Benefits" means any and all renewable and environmental attributes, emissions reductions, credits (renewable, carbon, etc.), Renewable Energy Credit (RECs), offsets, allowances, or benefits, now existing or arising in the future, however entitled, (a) allocated, assigned, awarded, certified, or otherwise transferred or granted by any Governmental Authority in any jurisdiction in connection with the Project; or (b) associated with the discharge of electrical energy by the Project or based in whole or part on the Project's use of renewable or non-fossil fuel resources for creating the Product or because the Project constitutes a renewable energy system, energy storage system, or the like or because the Project does not produce greenhouse gases, regulated emissions or other pollutants, whether any such attributes, reductions, credits, offsets, allowances or benefits exist now or in the future or whether they arise under existing Applicable Law or any future Applicable Law or whether such attribute, reduction, credit, offset, allowance or benefit or any Applicable Law, or the nature of such, is foreseeable or unforeseeable, but in all

cases shall not mean Tax Credits. Renewable Energy Benefits includes such attributes, reductions, credits, offsets, allowance or benefits attributable to Energy sold under this Agreement, and Energy consumed by the Project, such as Station Power.

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

[redacted]

"Required Experience" means at least: (a) [redacted] of experience in the operation of a minimum of [redacted] of renewable energy generation facilities and/or energy storage systems located in the United States; and (b) at least at least [redacted] of experience in the operation of a minimum of [redacted] of energy storage systems of the same technology, or similar technology, as the Project located in the United States.

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

[redacted]

"Round-Trip Efficiency Factor" has the meaning ascribed to that term in [redacted]

"Round-Trip Efficiency Factor Damages Payment" has the meaning ascribed to that term in [redacted]

"S&P" means S&P Global Market Intelligence LLC.

"SCADA" means supervisory control and data acquisition.

"Scheduled Commercial Operation Date" means [redacted] as may be adjusted pursuant to Section 5.6.

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

"SEC" means the Securities and Exchange Commission.

[redacted]

[redacted]

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

[redacted]

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

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

"State of Charge" or "SOC" means the degree to which the Energy Storage System is charged relative to the Tested Capacity (MWh), expressed as a percentage of Tested Capacity (MWh).

"Station Power" means the Energy, and all associated costs including demand charges, that is used to operate the Project's auxiliary equipment, including for cooling, lighting, control systems, fire systems and security systems, [redacted]

"Stub Year" has the meaning set forth in the definition of "Contract Year".

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

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

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

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

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

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

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

[redacted]

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

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

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

[redacted]

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

[redacted]

[redacted]

"Transmission Owner" means International Transmission Company dba ITCTransmission or any successor operator or owner of the Transmission System.

"Transmission Service" means any arrangement needed: (a) to deliver Charging Energy to the Project; or (b) to transmit Discharging Energy after DTE's receipt thereof at the Delivery Point.

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

"Ultimate Parent" means: (a) NEE; or (b) on and following a direct or indirect sale of the equity [redacted]

"Wind Facility" has the meaning given to "Generating Facility" in the Wind PPA.

"Wind Facility Output" has the meaning given to "Energy" in the Wind PPA.

"Wind PPA" means the Long-Term Non-Firm Renewable Energy Credit and Renewable Power Purchase Agreement between DTE Electric Company (f/k/a The Detroit Edison Company) and Tuscola Wind II, LLC, dated as of August 31, 2012, as amended, restated, or supplemented from time to time.

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

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

[redacted]

ARTICLE 2
TERM

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

[redacted]

ARTICLE 3
SUPPLY OBLIGATIONS

3.1 Purchase and Sale of Product. Subject to the other provisions of this Agreement, in consideration of its payment of the [redacted] Energy Price, DTE shall have the right and title to the Product, as well as the right to direct the dispatch of the Project pursuant to the terms and conditions set forth in this Agreement. Supplier's obligation to provide the Product shall be subject to DTE's: (a) provision of all Charging Energy required by the Project; (b) submission to Supplier of dispatch instructions consistent with the Dispatch Limitations; and (c) receipt and acceptance of the Product at the Delivery Point. Supplier represents and warrants that it will deliver the Product to DTE free and clear of all liens, security interests, claims and encumbrances. [redacted]

[redacted] Supplier shall not substitute or purchase any Product from any other resource or the market to satisfy its obligations hereunder. At its sole discretion, DTE may, during the Delivery Term, re-sell or use for another purpose all or a portion of the Product, after title and risk of loss thereto has been transferred to DTE, provided that no such re-sale or use shall relieve DTE of any obligations under this Agreement. During the Delivery Term, DTE will have exclusive rights to offer, bid, or otherwise submit the Product, or any component thereof, for resale in the market, and retain and receive any and all related revenues.

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

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

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

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

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

3.3.4 For the duration of the Delivery Term, Supplier shall (a) take all actions as may be necessary or reasonably requested by DTE to enable DTE to receive all allowable credit for the full Capacity Value of the Project in each MISO Planning Year during the Delivery Term and (b) represent and warrant that it has not sold any of the Capacity Attributes [redacted] to any other Person or committed such Capacity Attributes in any capacity auction except at the direction of DTE. During all periods in which DTE is the Market Participant for the Project and any other Co-Located Project(s), DTE will have the right to optimize the prioritization of the transmission service rights between the assets. [redacted]

3.3.5 If Supplier does not prioritize the allocation of transmission service to the Projec [redacted]

[redacted]

3.6 DTE's Obligation and Delivery.

3.6.1 Subject to the terms of this Agreement, DTE shall take delivery of all Discharging Energy from the Project at the Delivery Point in accordance with the terms of this Agreement. Except as otherwise provided herein, Supplier will be responsible for paying or satisfying when due any costs or charges imposed in connection with the delivery of Discharging Energy to the Delivery Point, including without limitation, Electrical Losses and any charges imposed by the Transmission Owner or MISO directly relating to delivering Product to the Delivery Point; provided that the foregoing shall not be read to modify Supplier's obligations regarding Guaranteed Round-Trip Efficiency Factor. DTE shall be responsible for all costs, charges and penalties, if any, imposed in connection with the delivery of Product at and after the Delivery Point, including without limitation Electrical Losses and charges from MISO and/or the Transmission Owner. Notwithstanding anything in this Agreement to the contrary, DTE shall not be obligated to purchase or accept delivery of Energy from the Project if DTE does not or will not receive the Renewable Energy Benefits associated with such Project Output (if any), as contemplated by this Agreement.

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

[redacted]

[redacted]

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

3.9 Product Payments; Administrative Fee.

[redacted]







[redacted]

3.11 Delivery of Renewable Energy Credits.

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

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

within a blended energy product certified to include a fixed percentage of renewable energy in any other state or jurisdiction as prohibited under Michigan law.

3.12 Renewable Energy Benefits. All Renewable Energy Benefits shall be vested in DTE and Supplier hereby transfers to DTE all Renewable Energy Benefits. In accordance with Good Utility Practice, Supplier shall take or cause to be taken all actions and do or cause to be done all things necessary, proper or advisable or as reasonably requested by DTE to qualify for, and for Supplier or DTE to receive, all available Renewable Energy Benefits and, if received by Supplier, to transfer Renewable Energy Benefits to DTE, without further compensation, including (i) promptly after the Commercial Operation Date, registering the Project as a "renewable energy resource" or "renewable energy system" or an "energy storage system" as applicable, pursuant to the Act, in MIRECS and (ii) maintaining such registration for the duration of this Agreement. Supplier shall timely execute all documents and shall timely take all actions necessary under Applicable Law to qualify for all available Renewable Energy Benefits and to cause Renewable Energy Benefits to vest in and be delivered to DTE. In the event that, due to a change in Applicable Law after the Contract Date: (a) a Renewable Energy Benefit is created that did not exist on the Contract Date; and (b) DTE requests that Supplier take all steps necessary for DTE to qualify for, and receive, such Renewable Energy Benefit, Supplier shall take such steps and Supplier shall be responsible for the costs for each Renewable Energy Benefit provided for in this provision, and the costs incurred by Supplier pursuant to this Section 3.12 for each Renewable Energy Benefit: (x) shall be subject to Section 3.15; and (y) shall count towards the caps and cost allocations between the Parties set forth in Section 3.15.

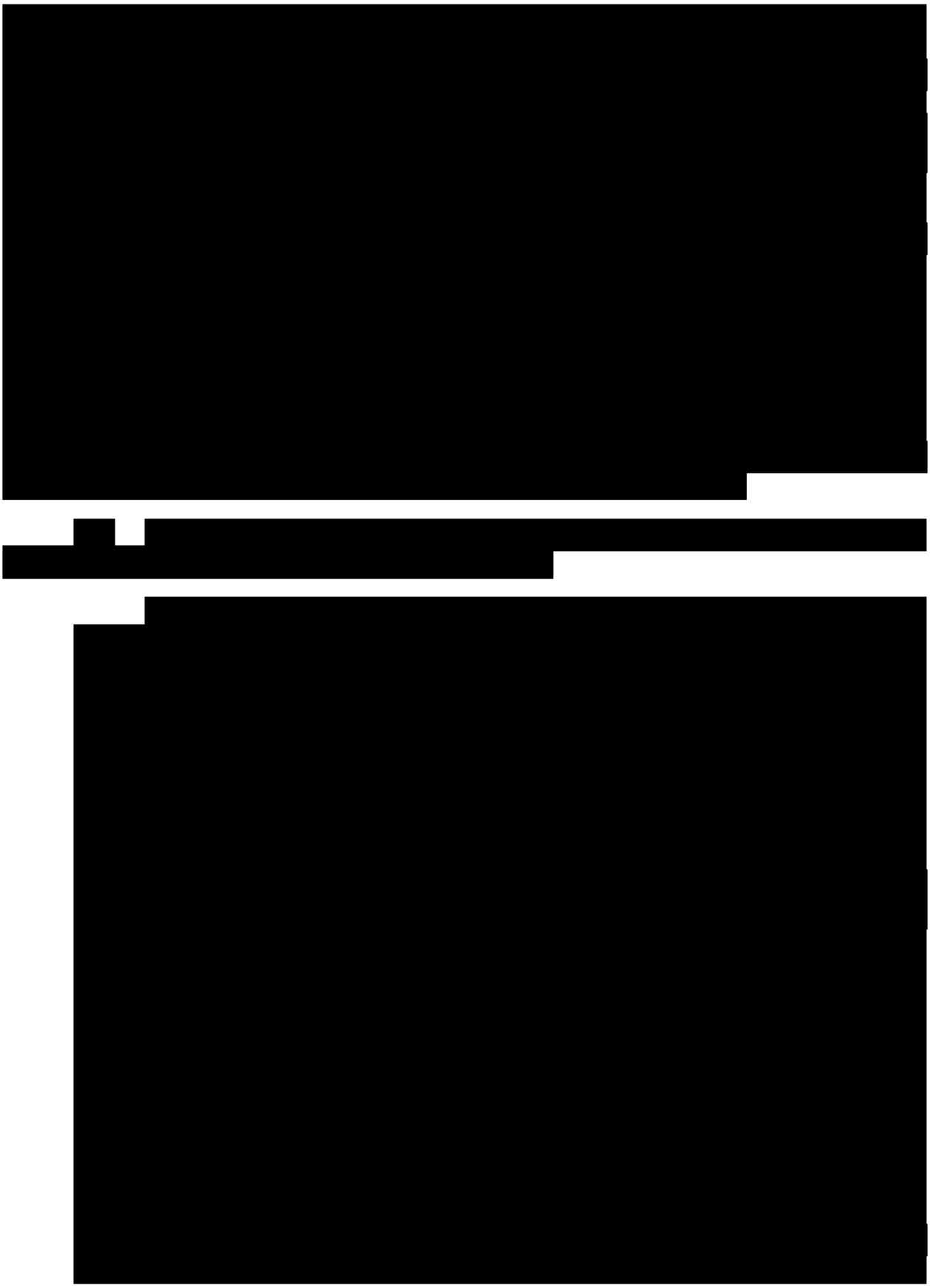
3.13 Ancillary Services.

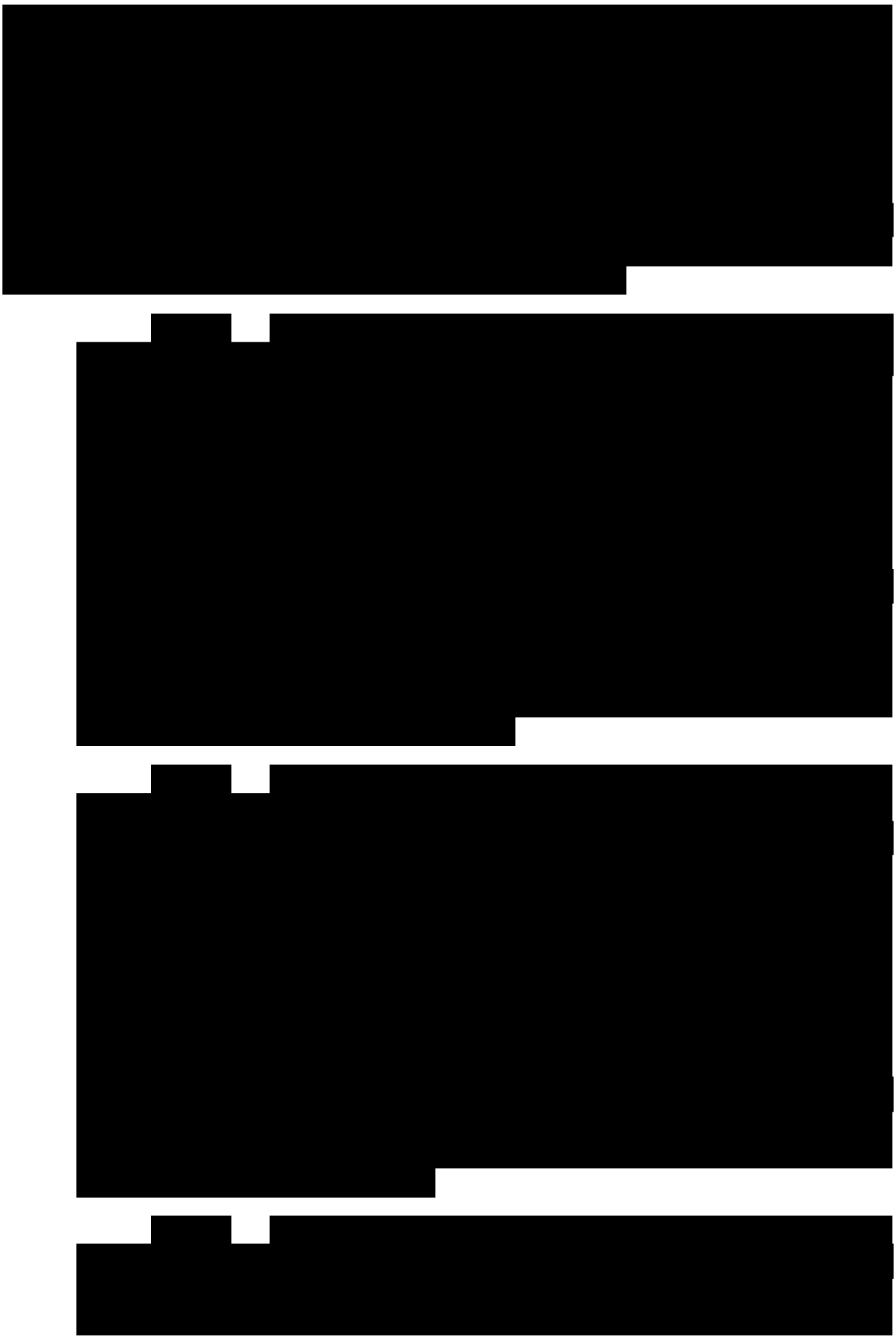
3.13.1 Qualification and Participation. Supplier shall meet all applicable requirements to participate in all of the Energy and Ancillary Services markets listed in [redacted] to this Agreement. Supplier agrees to provide and execute any documents or agreements necessary to transfer to DTE any revenue and any other benefits and rights received from third parties by Supplier in providing Ancillary Services. For all periods during which such documents and agreements are not in effect, Supplier agrees to credit to DTE any revenues until an agreement is executed.

3.13.2 Reactive Supply and Voltage Control Filing. In consideration of the Fixed Energy Price, DTE will be entitled to all revenues received by the Project for the provision of Reactive Supply and Voltage Control to the extent the Project can provide such Ancillary Services under the MISO Tariff and Applicable Law. [redacted] upplier will file with FERC a rate schedule for Reactive Supply and Voltage Control from Generation and Other Resources under Schedule 2 of the MISO Tariff, or equivalent filing under any new or successor tariff addressing reactive supply and/or

voltage control, to establish a reactive revenue requirement; provided, if the cost or technical data regarding the Project necessary to prepare such filing is not available to Supplier within such [redacted] day period despite Supplier's commercially reasonable efforts, the filing may be delayed until such time as the necessary cost or technical data is reasonably available to Supplier. The filing will include the cost-of-service support required by FERC to support a reactive revenue requirement reflecting the Project's full reactive power capability. Supplier will provide DTE the opportunity to review and comment on the draft of the filing to FERC submitting such rate schedule and supporting materials, and will use reasonable efforts to accommodate DTE's comments. Supplier will also provide DTE with monthly updates regarding the status of the proceeding. Supplier will obtain DTE's consent for any settlement of the reactive rate proceeding, with such consent not to be unreasonably withheld.

3.14 Project Dispatch. During the Delivery Term, DTE shall have the right to dispatch the Project to deliver Discharging Energy and Ancillary Services and receive Charging Energy seven (7) days per week and twenty-four (24) hours per day (including holidays) using DTE's SCADA system and the equipment installed pursuant to Section 9.1 by providing a MW setpoint instruction to Supplier ("Dispatch Instruction"). [redacted]

















[redacted]

ARTICLE 4
INVOICING AND PAYMENTS

[redacted]



[redacted]

[redacted]

ARTICLE 5
PROJECT CONSTRUCTION, OPERATIONS, AND MODIFICATIONS

5.1 Construction of Project

5.1.1 Supplier is solely responsible for the planning, design, procurement, construction, start-up, testing, and licensing of the Project. Supplier shall construct the Project in accordance with Good Utility Practice and to ensure that: (a) Supplier is capable of meeting its supply obligations over the Delivery Term; and (b) the Project is at all times in compliance with all requirements imposed on an Energy Storage System as set forth in the Act. [redacted]

5.1.2 Attached as [redacted] is the proposed single line diagram of the Project, the Interconnection Facilities, the Delivery Point, and the location of the Meters. [redacted] Supplier shall provide an updated version of [redacted] to reflect the issued for construction configuration of the Project, Interconnection Facilities, Delivery Point, and Meters. Within [redacted] Supplier shall provide a final version of [redacted] to reflect the as-built configuration of the Project, Interconnection Facilities, Delivery Point, and Meters.

[redacted]

[redacted]

5.1.4 Prior to any battery modules arriving at the Site, Supplier must develop a construction emergency response plan that includes battery specific hazards, characteristics to watch out for during a battery failure, a simple process for which to alert and muster on-site personnel in the event of a thermal runaway, an escalation decision tree for alerting the fire department if necessary, and a process for inspection, monitoring and return-to-work. To ensure a well-coordinated response with the fire department in the event of a battery failure, Supplier's designated emergency event management coordinator shall maintain the construction emergency response plan, provide a copy of the plan to the local fire department, and provide site-specific training to familiarize the local fire department with the project, hazards, and response procedures.

5.1.5 Before commencing Project construction, Supplier must: (a) schedule an orientation session with a representative from the local fire department (a "Pre-Incident Planning Session") to discuss the Project design and standard operation procedures, and best practice fire response; (b) ensure that the Project will comply with the fire protection requirements set forth in Section 5.3 of [redacted] Good Utility Practice, Industry Codes and Standards, and the applicable local fire codes; and (c) provide documentation of compliance with the UL9540 requirements demonstrating that the Project design, engineering controls, and system protections will contain a thermal event and prevent propagation. Prior to COD, Supplier shall schedule an orientation session with representatives from the local fire department to discuss project layout and site orientation, standard operation procedures, and review best practice fire response. Supplier shall invite DTE to such future orientation sessions with the local fire department.

5.2 Performance of Project Milestones. Without limiting its obligations under any other provision of this Agreement, Supplier shall complete each Key Project Milestone set forth in [redacted] and, promptly following completion of each such Key Project Milestone, shall deliver to DTE such documentation specified in [redacted] demonstrating the completion of the applicable Key Project Milestone. Each written certification provided by Supplier pursuant to [redacted] must be executed by a Responsible Officer. Supplier shall notify DTE promptly, and in any event within [redacted], if any Key Project Milestone will not be met, or is reasonably expected to not be met, by the applicable date designated in the Project Milestone Schedule, and if requested by DTE, shall convene a meeting with DTE to discuss the situation and possible remediation plans [redacted] following DTE's request.

5.3 Synchronization Date. [redacted] prior to the Synchronization Date, Supplier shall provide written notice to DTE's Contract Representative that Supplier is preparing to synchronize the Project to the Transmission System and the date on which such synchronization will occur. At such time that Supplier determines that the requirements for the Synchronization Date set forth in this Article 5 have been satisfied, Supplier shall provide DTE with written certification thereof. DTE will have

[redacted] to review such evidence and raise any commercially reasonable objections to Supplier's satisfaction of any requirements for the achievement of the Synchronization Date.

5.4 Commercial Operation Date. The Scheduled Commercial Operation Date shall be [redacted] Supplier shall notify DTE [redacted] prior to the commencement of any performance and commissioning tests required by the balance of plant or any other necessary engineering, procurement, and construction agreements entered into by Supplier for the Project (collectively, the "EPC Contracts"); the primary energy storage equipment supply agreement entered into by Supplier for the Project (the "ESA"); if applicable, any Equipment Supply Agreement; and the Interconnection Agreement. DTE has the right to have its representatives present at and witness each such test. At such time that Supplier determines that the requirements for achieving Commercial Operation set forth in [redacted] have been satisfied, Supplier shall provide DTE with a written certificate of a Responsible Officer of Supplier in the form attached as [redacted] representing that such requirements have been satisfied and including the supporting documents set forth in [redacted]; provided that prior to delivering such certificate, the Supplier may deliver supporting documents to DTE on an incremental basis. DTE will have [redacted] to review such evidence and raise any objections to Supplier's satisfaction of any requirements for the achievement of the Commercial Operation Date; provided that any such objection must specifically identify the aspect(s) of [redacted] that DTE reasonably contends Supplier has not met. Any objection that DTE does not raise within such [redacted] period shall be waived, as will any objection that does not specifically identify the aspect(s) of [redacted] that DTE reasonably contends Supplier has not met. If DTE determines that the requirements for Commercial Operation were satisfied concurrently with or prior to its receipt of Supplier's written certification, then the Commercial Operation Date will be the date on which DTE received Supplier's written certification. If DTE disputes that the requirements for Commercial Operation were so satisfied and provides a timely objection meeting the requirements of this Section 5.4, the Commercial Operation Date will be the date thereafter on which DTE determines that the final requirement for Commercial Operation was satisfied, as specified by DTE in connection with its execution of Supplier's certificate.

5.5 Development and Construction Updates and Reporting. Supplier shall, on a [redacted] basis prior to Full NTP and on a [redacted] basis following Full NTP, provide to DTE a report that includes: the status in achieving Project Milestones and any other required milestones under the Interconnection Agreement; progress in obtaining any approvals or certificates required to achieve Financial Closing; progress in issuing Full NTP (if Full NTP has not been issued); progress in obtaining any approvals or certificates required for the Commercial Operation Date; and a discussion of any significant development or construction issues and/or foreseeable disruptions or delays. The monthly project reports must be provided by no later than [redacted]. Upon request of DTE, Supplier shall meet with DTE to review this data and any information related to Supplier's status in achieving the Project Milestone activities listed in the Project Milestone Schedule. Beginning on the date that is [redacted] Supplier shall provide the project reports required by this Section 5.5 to DTE [redacted] and shall include in such project reports: the status in achieving Project Milestones and any other required milestones under the Interconnection Agreement; progress in obtaining any approvals or certificates required to achieve Financial Closing; progress in obtaining any approvals or

certificates required for the Commercial Operation Date; and a discussion of any significant development or construction issues and/or foreseeable disruptions or delays.

[redacted]

[redacted]

5.8 Operation and Maintenance.

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

5.8.2 Operation and Maintenance Obligations. Supplier shall at all times operate, maintain and repair, or, if applicable, shall cause its Operator to operate, maintain and repair, the Project in accordance with Good Utility Practice and Industry Codes and Standards, and, without limiting the foregoing, in order to ensure that: (a) Supplier is capable of meeting its supply obligations over the Term; (b) the Project is at all times an Energy Storage System under the Act; and (c) Supplier is at all times in compliance with Applicable Law. In connection with the foregoing, Supplier shall, and as applicable, shall cause the Operator: (i) to maintain records of all operations of the Project in accordance with Good Utility Practice; (ii) to provide to DTE, on request, copies of any operations and maintenance status reports of the Project that Supplier provides to MISO or Supplier's Lenders; (iii) to follow such regulations, directions and procedures of the Transmission Owner, MISO, NERC and any applicable Governmental Authority to protect and prevent the Transmission System from experiencing any negative impacts resulting from the operation of the Project and to otherwise cause the Project to be operated consistent with all applicable NERC, MISO, and Transmission Owner requirements (including applicable requirements under the Interconnection Agreement) and Applicable Law requirements; and (iv) to cause all Energy discharged by the Project to meet the Power Quality Standards.

5.8.3 Unsafe Conditions; Personnel. If a representative of the Operator or Supplier identifies an unsafe condition at the Site or with respect to the Project at any time during the course of performing any inspection of or maintenance at, or while otherwise present at, the Site or the Project, Supplier shall immediately follow site unsafe condition response plan. Supplier shall notify DTE if the unsafe condition is expected to impact service. Supplier shall at all times maintain the Site and Project with appropriate warning placards and other signage in accordance with Good Utility Practices.

5.8.4 Performance Testing. Supplier shall perform such performance testing of the Project as is required and set forth in [redacted] or as required to comply with MISO Tariff or the Transmission Owner requirements, as applicable (each, a "Performance Test"). DTE shall provide the Charging Energy required for any Performance Test, provided that the Parties will observe Good Utility Practices in scheduling Performance Tests to mitigate the cost of Charging Energy. Following any Performance Test, Supplier shall provide a written report to DTE documenting the results of such Performance Test, including all documentation required according to [redacted].

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

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

5.8.6.1 Implement, or cause the Operator to implement, an operations and maintenance plan that includes the status of the Project [redacted] thereof in order to maintain such equipment in accordance with Good Utility Practice (the "Operations and Maintenance Plan"). [redacted]

[redacted], Supplier must provide the Operations and Maintenance Plan for the Project for the upcoming Contract Year following the Commercial Operation Date to DTE. To the extent there are any material changes in the Operations and Maintenance Plan thereafter, [redacted] prior to the start of each Contract Year, Supplier shall provide DTE with a copy of the Operations and Maintenance Plan for the Project for the upcoming Contract Year. The Operations and Maintenance Plan must: (a) include Supplier's plan to maintain facilities built on Site to support communications and control using Good Utility Practice; (b) provide for the physical and cyber security of the Project and its related systems; (c) establish reasonable health, safety and security procedures, rules and regulations at the Site and require all employees and contractors to abide by such procedures and all health, safety and security laws applicable at the Site, including any federal, state or local protocols, guidelines or Applicable Law related to COVID-19 or other pandemics; (d) include Supplier's plan to provide vegetative screening and applicable road maintenance in accordance with the requirements of any applicable Governmental Authority and/or Good Utility Practice; (e) include any decommissioning plan required by any applicable Governmental Authority or, if not a specifically required, Good Utility Practice; and (f) if applicable, be consistent with the requirements of any Financing agreement in place as of such date. Supplier shall keep, or cause the Operator to keep, all records with respect to inspections, maintenance, and repairs of the Project. The Operations and Maintenance Plan and all records associated therewith must be available for inspection by DTE at either the Project or at Supplier's offices during Supplier's regular business hours upon reasonable notice.

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

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

5.8.6.4 Provide written notice to DTE describing in reasonable detail any hazardous conditions that develop with or otherwise exist at the Project, including failure or improper operation of the protective relaying and

communications equipment, in each case as soon as is practicable but in any event within [redacted] following the occurrence thereof.

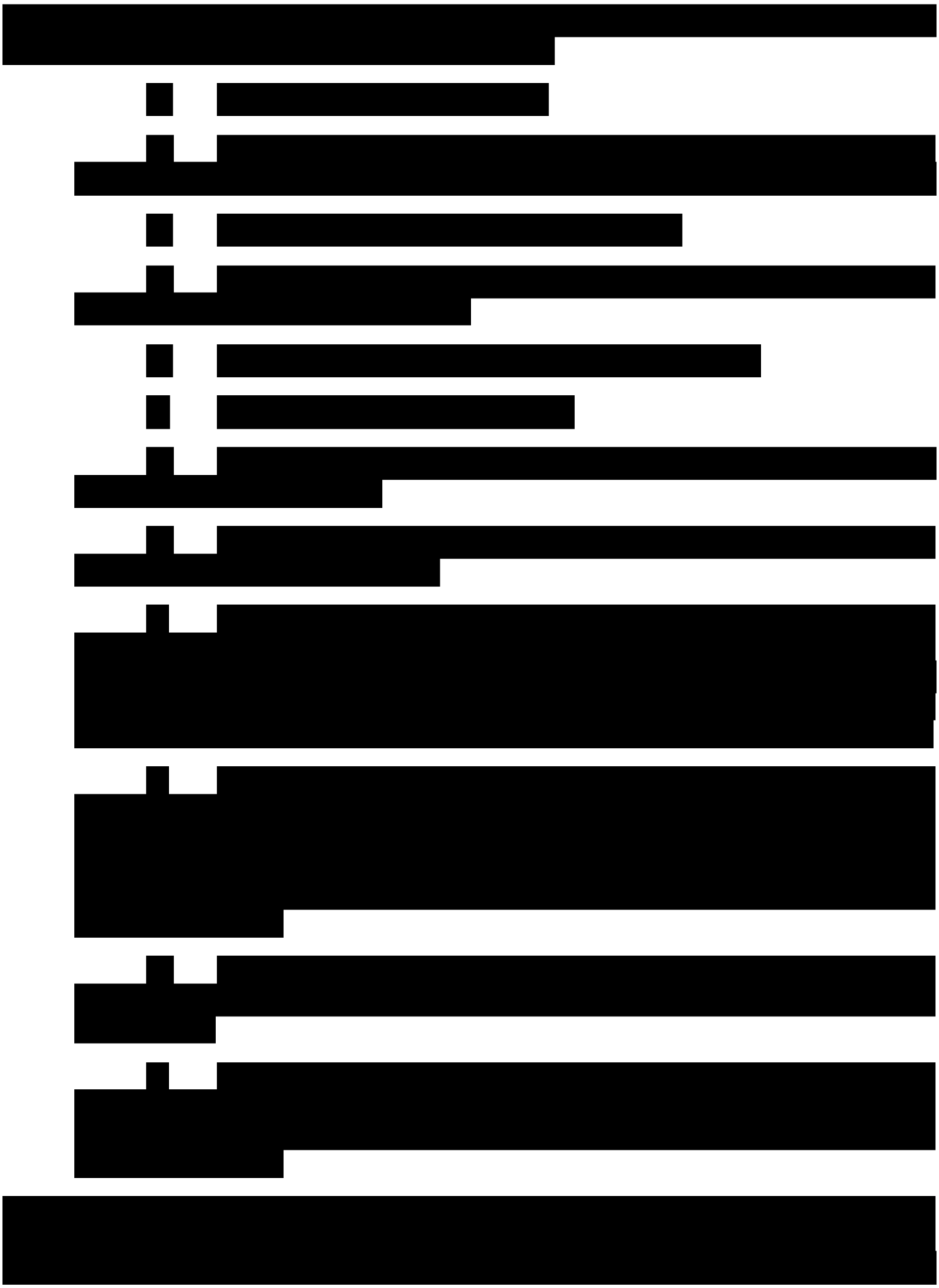
5.8.6.5 Provide written notice to DTE describing in reasonable detail any actual or attempted breach or compromise of the physical or cyber security of the Project or its related systems, in each case as soon as is practicable following the occurrence thereof.

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

[redacted]

5.11 Site Access. In addition to, but without limiting, any rights of access to the Project and the Site granted under any site access or other agreement between Supplier and DTE, DTE has the right to access the Site and the Project during normal business hours and upon at least [redacted]' advance notice for the purpose of performing such inspections of the Site and the Project as DTE may reasonably determine are appropriate in connection with the performance of this Agreement. DTE shall cause its representatives to observe while at the Site, such environmental, health, and safety precautions and policies as Supplier may require and that have been communicated to DTE and the applicable representatives.

[redacted]



[redacted]

5.14 Project Contracts.

5.14.1 ESA, EPC, and Major Contracts.

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

[redacted]

[redacted]

ARTICLE 6
REVENUE METERING REQUIREMENTS

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

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

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

6.4 Metering Costs. Supplier is responsible for all costs and expenses associated with the installation, testing, maintenance, and operation of the Meters and other equipment installed by Supplier at the Project, including costs associated with data communication and revenue meter data collection.

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

6.6 Metering Configuration Changes; Additional Metering Requirements.

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

[redacted]



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

ARTICLE 7
EMERGENCY AND CURTAILMENT





ARTICLE 8
PLANNED AND FORCED OUTAGES

8.1 Planned Outages. Starting at least [redacted] Supplier shall provide to DTE a written schedule of Planned Outages (including maintenance outages) for the next [redacted], and shall thereafter on a monthly basis provide DTE with an updated schedule for the upcoming [redacted] period. The schedule provided by Supplier must be in the format requested by DTE and must include a reasonable description of each proposed Planned Outage, including its anticipated duration, the portion of the Project affected, the purpose of such Planned Outage, and such other information as DTE may reasonably request. Supplier shall provide DTE with reasonable advance notice of any change in the Planned Outage schedule or a change in the start date or the end date of any Planned Outage. DTE has the right to request that Supplier modify the dates or duration (or both) of any Planned Outage with respect to the Project, and Supplier shall use commercially reasonable efforts to accommodate any such modification as required pursuant to Section 8.2. Supplier shall input Planned Outages to DTE's electronic scheduling system or by such other system as DTE may direct. Supplier shall not modify the Planned Outage schedule without DTE's prior approval.

Supplier shall not start any Planned Outage at the Project without providing notice to DTE's Operating Representative [redacted] prior to the start of such Planned Outage.

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

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

ARTICLE 9
DATA COMMUNICATION AND TECHNOLOGY REQUIREMENTS

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

[redacted]

9.3 Communication System Modification at DTE's Direction. DTE shall have the right, upon reasonable notice to Supplier, to require modifications to the communication systems, data interfaces, and related technologies used in connection with the Project. Such modifications may include, without limitation: (a) updates to or replacements of communication equipment or

infrastructure; (b) changes to data formats, transmission protocols (including updates to DNP3 or adoption of alternative protocols), or system integration requirements; and (c) implementation of new technologies or enhancements necessary to maintain compatibility with DTE's SCADA system or other operational platforms. Supplier shall, at DTE's sole cost and expense, implement such modifications within a commercially reasonable timeframe, provided that such modifications do not materially interfere with Supplier's operations or violate Applicable Laws or regulations. DTE shall coordinate with Supplier to ensure that any such changes are implemented in a manner that minimizes disruption and maintains compliance with applicable standards and regulatory requirements.

ARTICLE 10
REPORTS AND OTHER COMMUNICATIONS

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

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

10.3 [Reserved].

10.4 Financial Information.

[redacted]

10.4.2 Access to Additional Financial Information. The Parties agree that generally accepted accounting principles and SEC rules require DTE to evaluate if DTE must consolidate Supplier's financial information with its own. DTE will require access to Supplier's financial records and personnel to determine if consolidated financial reporting is required. If DTE determines that consolidation is required, then Supplier shall [redacted] after the end of each calendar quarter for the Term:

[redacted]

[redacted]

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

10.6 Data by DTE as Market Participant. To the extent DTE or a DTE Affiliate is not already receiving such information, Supplier's Affiliate (or Supplier if such data is available) will provide a one-hour ahead forecast of the expected energy output of any Co-Located Project.

ARTICLE 11
COMPLIANCE

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

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

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

ARTICLE 12
APPROVALS

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

[redacted]

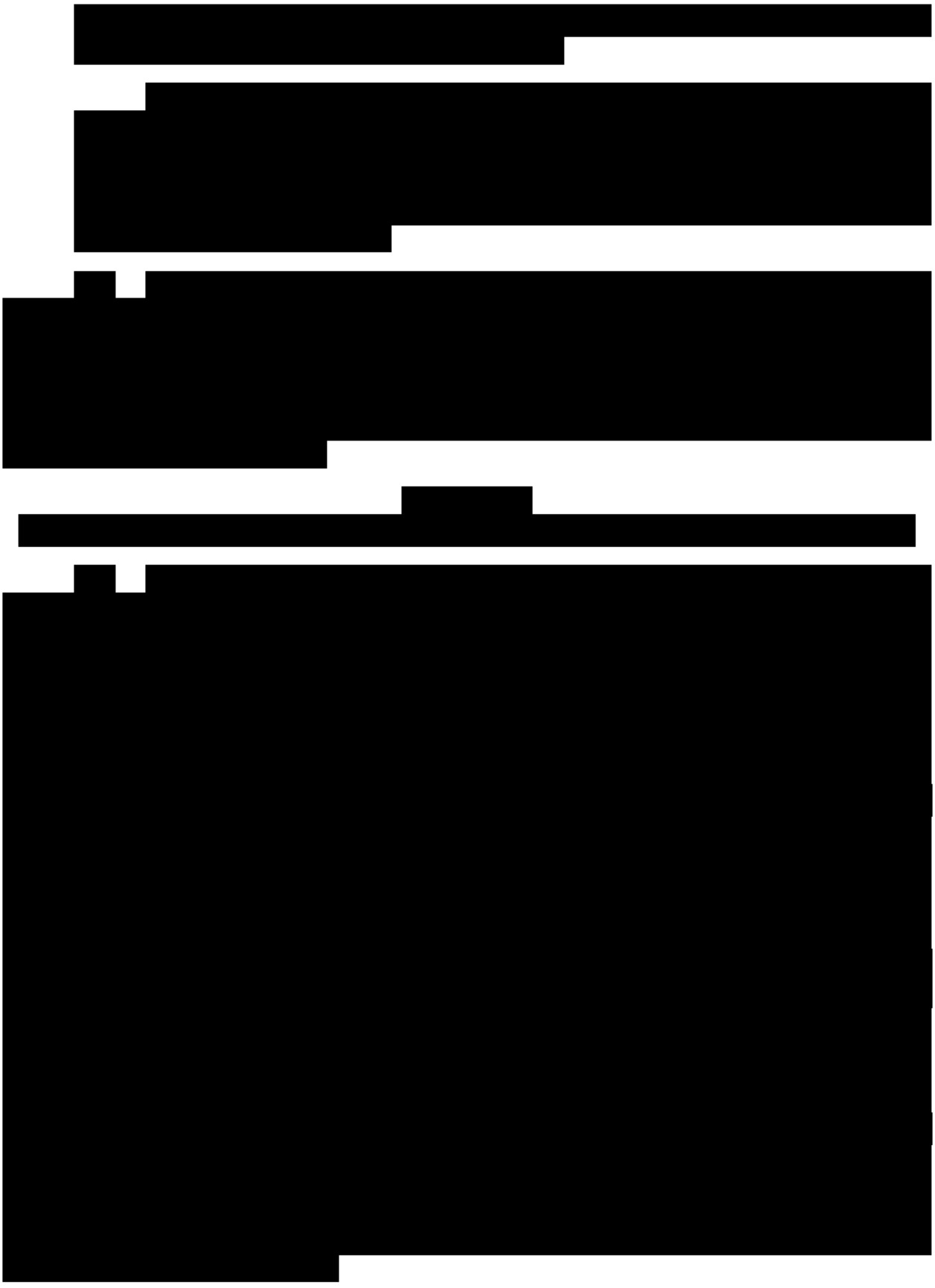


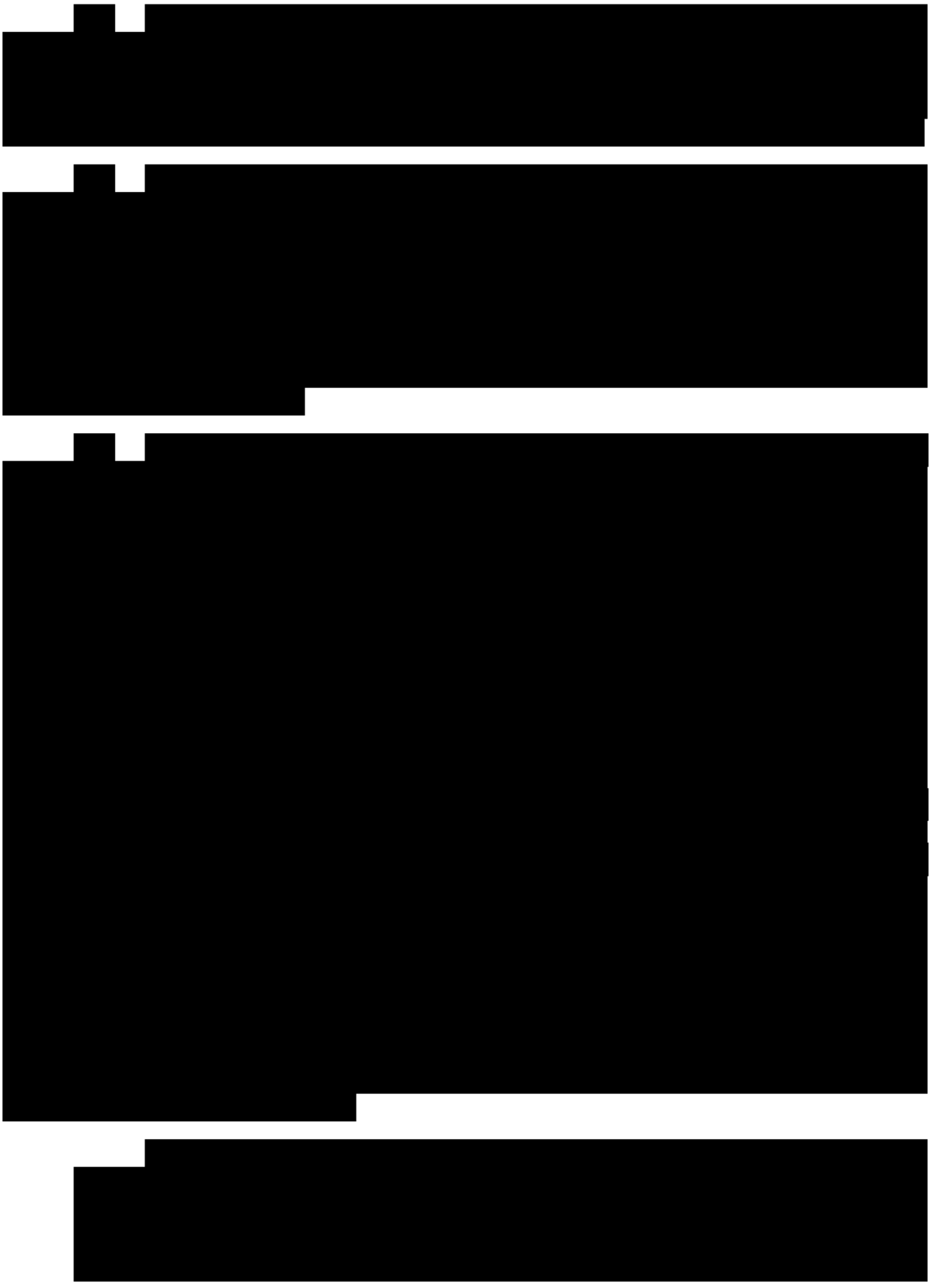


ARTICLE 13
CREDITWORTHINESS AND SECURITY









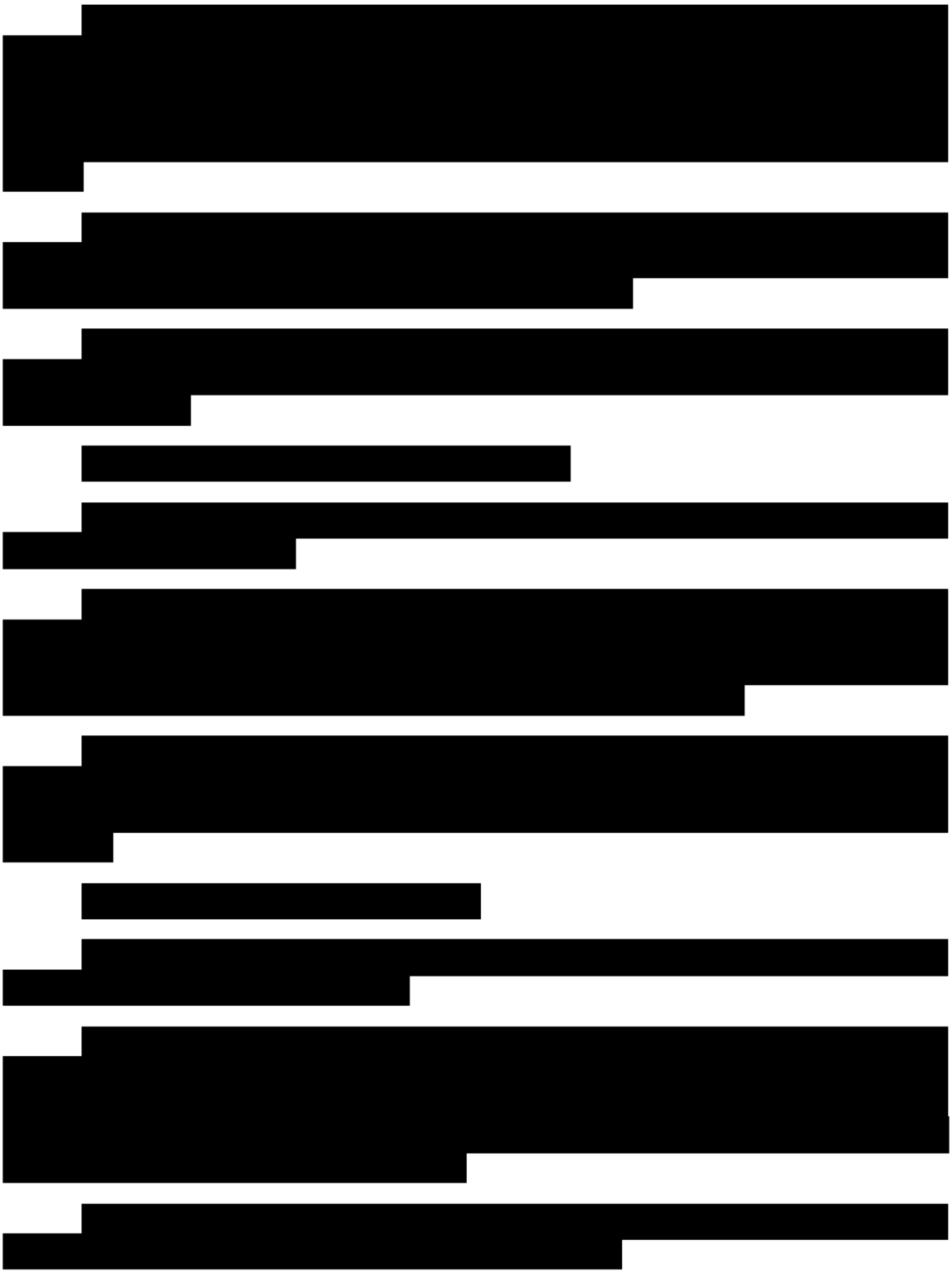


[redacted]

ARTICLE 15
FORCE MAJEURE

[redacted]





[redacted]

ARTICLE 16
INSURANCE

[redacted]



[redacted]

ARTICLE 17
INDEMNIFICATION

[redacted]



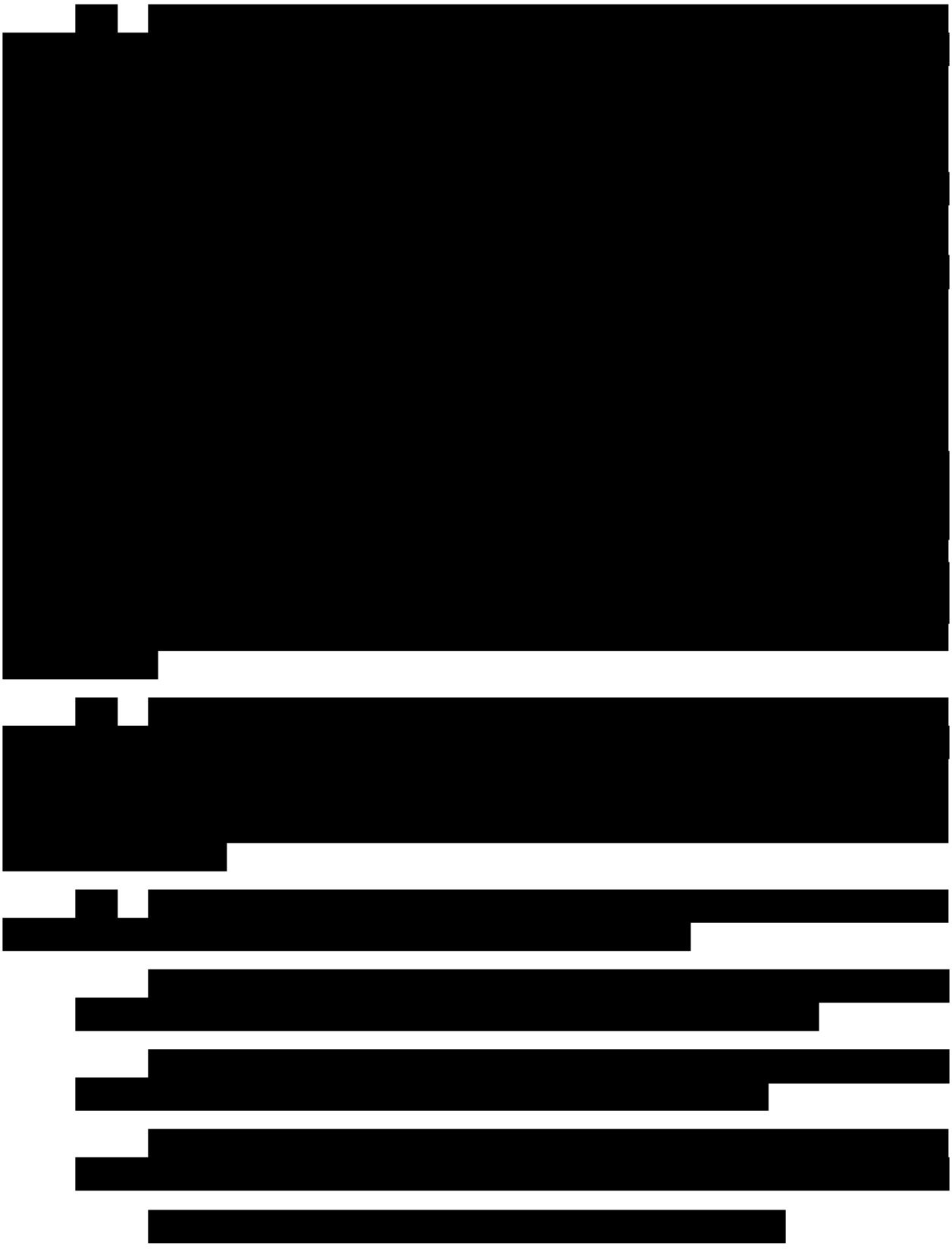
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ARTICLE 18
DEFAULT AND REMEDIES; TERMINATION

[redacted]









ARTICLE 19
NON-DISCLOSURE OF INFORMATION

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

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

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

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

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

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

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

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

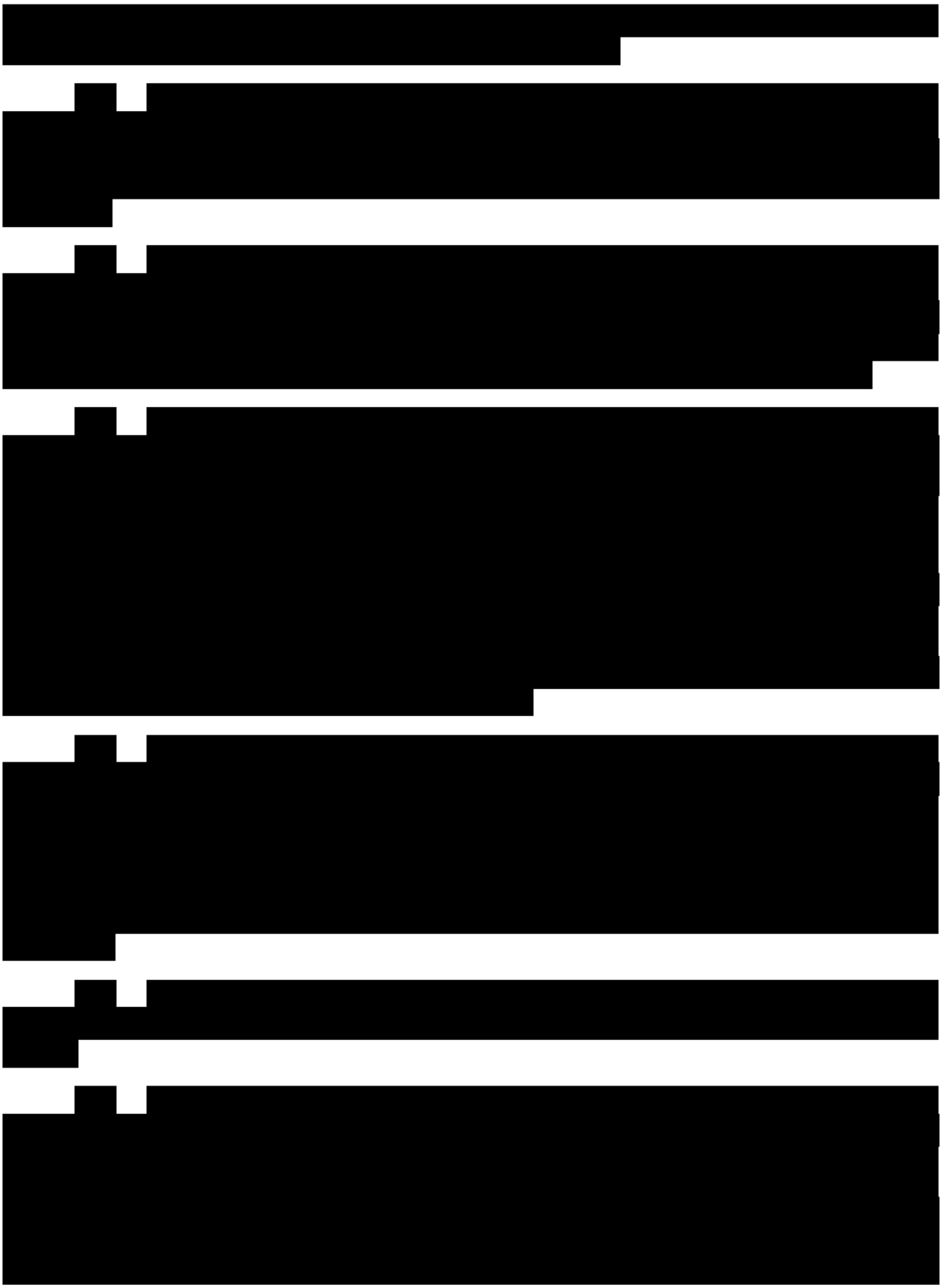
19.5 DTE Permitted Disclosures. DTE may disclose Confidential Information to the MPSC to the extent required for the approval by the MPSC of this Agreement and the transactions related thereto and to FERC in connection with any filings or supplemental information requested by or required to be provided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

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

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

ARTICLE 20
ASSIGNMENT

[redacted]





ARTICLE 21
INDEPENDENT CONTRACTOR

21.1 Independent Developer. Supplier is an independent contractor, and nothing contained herein shall be construed as constituting any relationship with DTE, other than that of owner or independent contractor or between DTE and any employee or subcontractor of Supplier. Neither Supplier nor any of its employees shall be deemed to be employees of DTE.

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

ARTICLE 22
REPRESENTATIONS AND WARRANTIES

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

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

22.1.2 No Violation of Law; Litigation. Supplier is not, to its knowledge, in violation of any Applicable Law, nor has any judgment been entered against Supplier by any Governmental Authority which violations, individually or in the aggregate, would materially affect its performance of any obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Authority, now pending or threatened in writing against Supplier, which, if adversely determined, could reasonably be expected to have a Material Adverse Effect.

22.1.3 No Breach.

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

22.1.3.2 None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, or compliance with the terms and provisions hereof, shall violate, conflict with or result in a breach of, cause a default under, result in the loss by Supplier of any material rights or benefits under, create in any party the right to accelerate, terminate, suspend, revoke, modify or cancel, require any notice, filing or consent or give rise to any preferential purchase or similar right under any material agreement to which Supplier is a party or by which Supplier is bound. Supplier has performed in all material respects all of the obligations under this Agreement that are required to have been performed prior to or on the date this representation is made.

22.1.4 Corporate Action. Except as otherwise expressly stated in this Agreement, Supplier has all necessary power and authority to execute, deliver and perform its

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

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

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

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

22.1.8 Title. Supplier owns all Product attributable to the Project and has the right to sell such Product to DTE. Supplier will convey good title to the Product to DTE free and clear of any liens or other encumbrances or title defects, including any which would affect DTE's ownership of any portion of such Product or prevent the subsequent transfer of any portion of such Product by DTE to a third party.

22.1.9 Availability of Funds. Supplier, to its knowledge, shall have sufficient funds available to it to perform all obligations under this Agreement and to consummate the obligations contemplated pursuant thereto, including as are necessary to develop, construct, operate, and maintain the Project.

22.1.10 Certification. The Project qualifies or will qualify as of the Commercial Operation Date and throughout the Delivery Term as an Energy Storage System under the Act and Supplier has been and is in compliance with all requirements set forth in the Act except where failure to be so would not have a Material Adverse Effect.

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

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

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

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

22.2.3 No Breach.

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

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

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

of creditors' rights generally and by general equitable principles.

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

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

ARTICLE 23
NOTICES AND COMMUNICATIONS

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

[redacted]

[redacted]

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

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

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

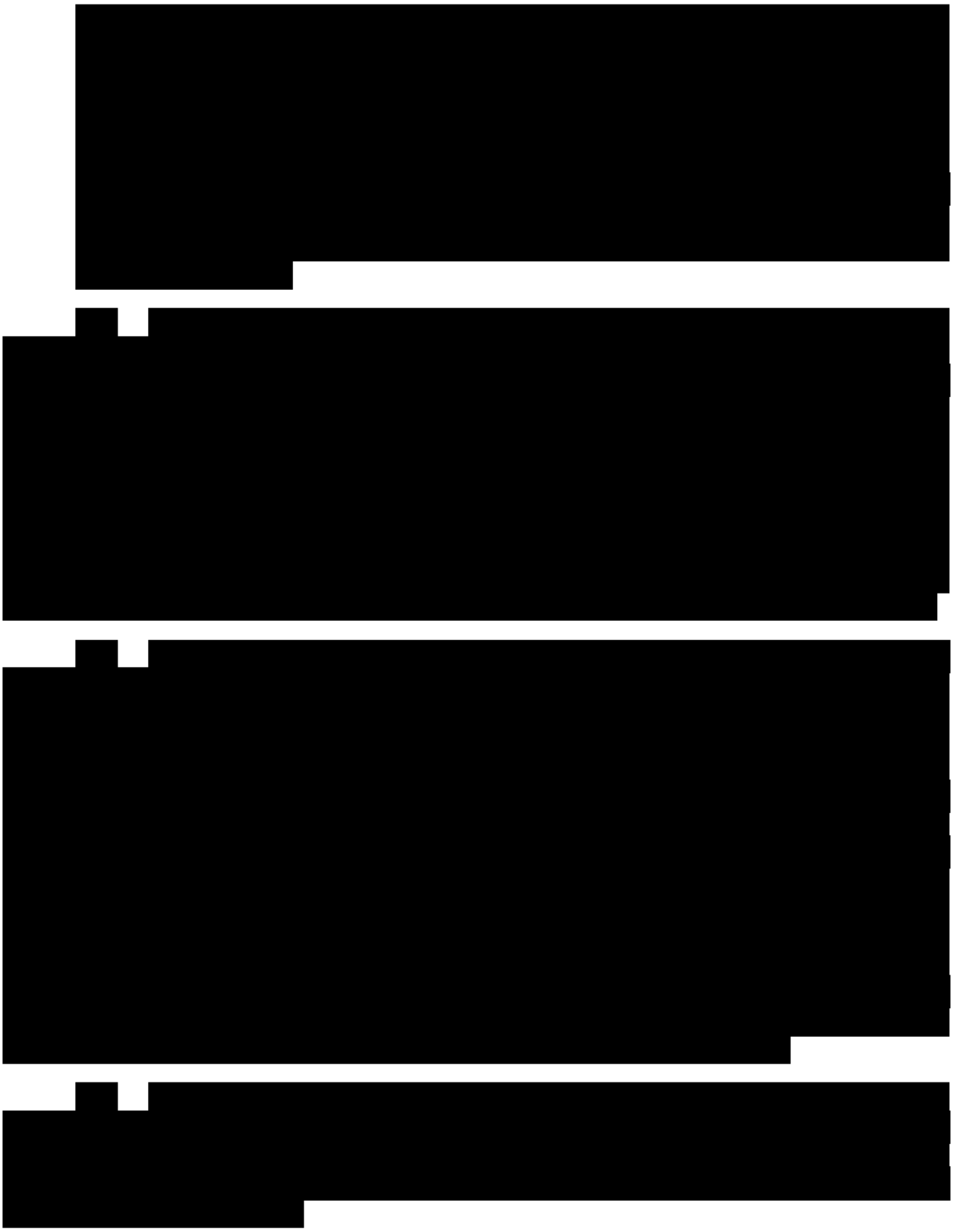
ARTICLE 24
DISPUTE RESOLUTION

[redacted]

[redacted]

ARTICLE 25
DELAY LIQUIDATED DAMAGES

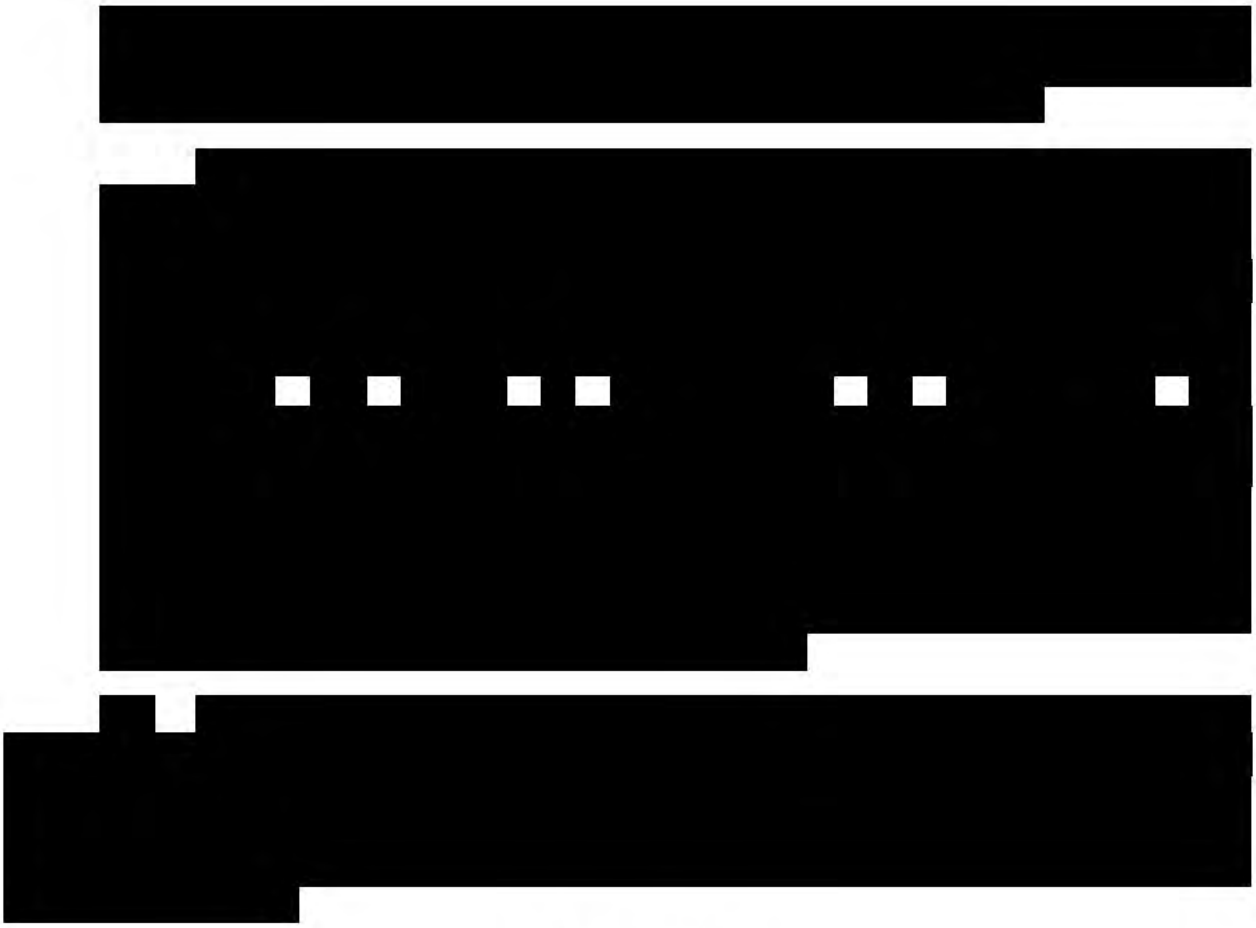
[redacted]



[redacted]

ARTICLE 26
LIMITATION OF LIABILITY

[redacted]



ARTICLE 27
MISCELLANEOUS

27.1 Governing Law; Jurisdiction; Waiver of Jury Trial.

27.1.1 Jurisdiction. The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the State of Michigan and the courts applicable to contracts made and to be performed within the State of Michigan and without reference to the choice of law principles of the State of Michigan or the District Court for the Eastern District of Michigan. Each Party irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to such Party at its address specified in or pursuant to the provisions of Section 23.1 or in any other manner permitted by Applicable Law. Nothing in this Section 27.1 shall affect the right of a Party to serve legal process in any other manner permitted by law. The Parties further agree that any process directed to either of them in any litigation involving this Agreement may be served outside the State of Michigan with the same force and effect as if service had been made within the State of Michigan. To the extent a Party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, such Party hereby irrevocably waives (to

the fullest extent permitted by law) such immunity in respect of its obligations under this Agreement.

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

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



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

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

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

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

27.8 Time. It is the intent of the Parties that, notwithstanding the absence of the words "time is of the essence" in this Agreement, the remedies for non-performance of time specified obligations be enforceable, as provided in this Agreement. Notwithstanding the absence of the words "time is of the essence" in this Agreement generally, the Parties agree that with respect to Commercial Operation, time is of the essence for the purpose of completing such milestone and assessing Delay Liquidated Damages. Neither Party will, in any action or proceeding brought by the other Party assert as a defense the absence of the phrase "time is of the essence" herein.

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

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

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

27.12 Integration. This Agreement contains the entire agreement and understanding between the Parties with respect to all of the subject matter contained herein, thereby merging and

superseding all prior agreements and representations, whether written or oral, by the Parties with respect to such subject matter.

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

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

27.15 Service Contract. This Agreement is intended to constitute a "service contract" within the meaning of Section 7701(e)(3) of the Code of 1986, as amended.

[Signature pages follow]

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

DTE:	**SUPPLIER:**
DTE ELECTRIC COMPANY	**TUSCOLA II ENERGY STORAGE, LLC**
By: _____	By: _____
Name: Joi M. Harris	Name: _____
Title: President & CEO	Title: _____

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

DTE: **DTE ELECTRIC COMPANY**	**SUPPLIER:** **TUSCOLA II ENERGY STORAGE, LLC**
By: _____	By: Signed by: Michael DeBock 26F9752BE663413...
Name: _____	Name: Michael DeBock
Title: _____	Title: Vice President

Legal Review Completed AGM

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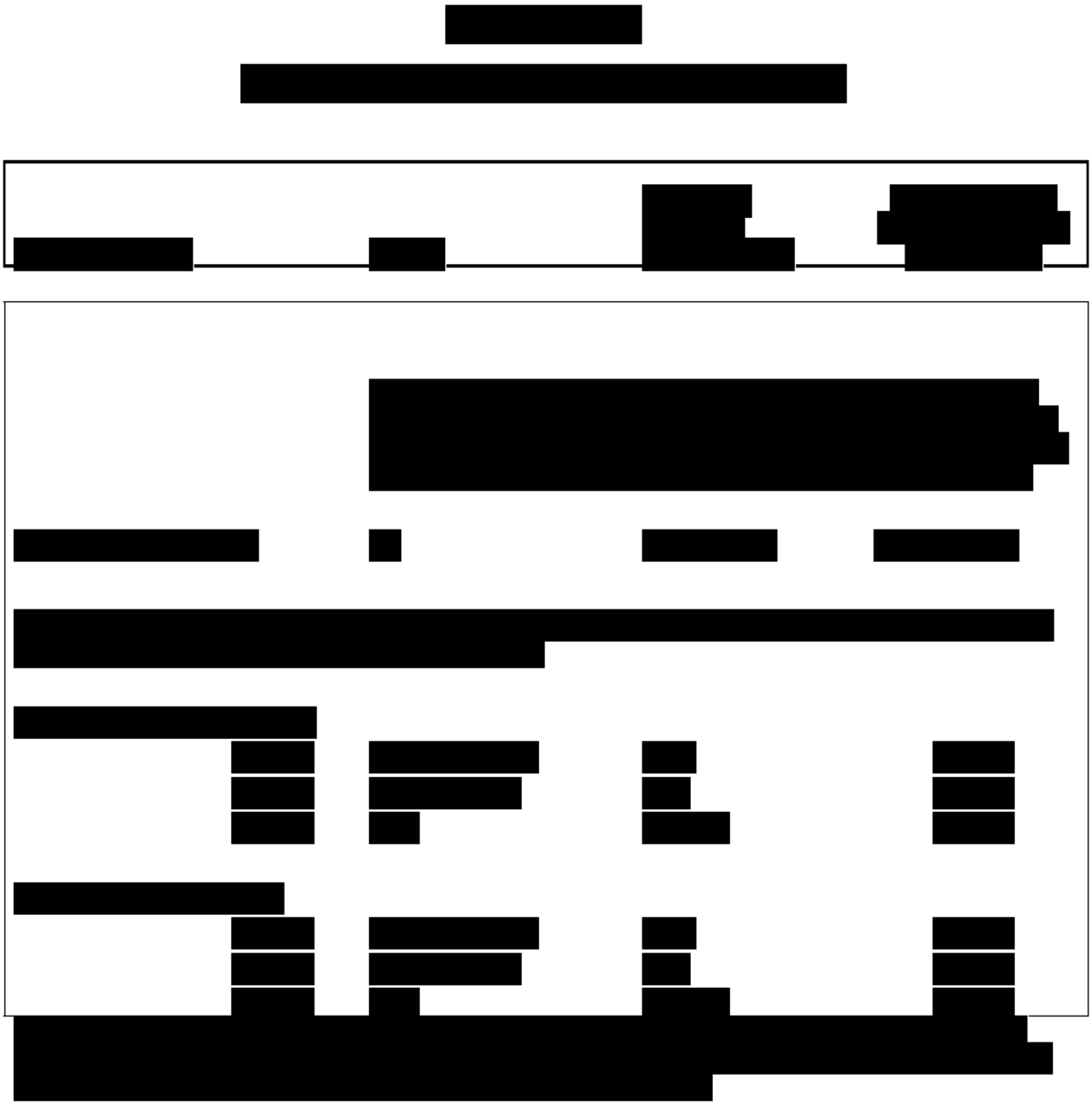
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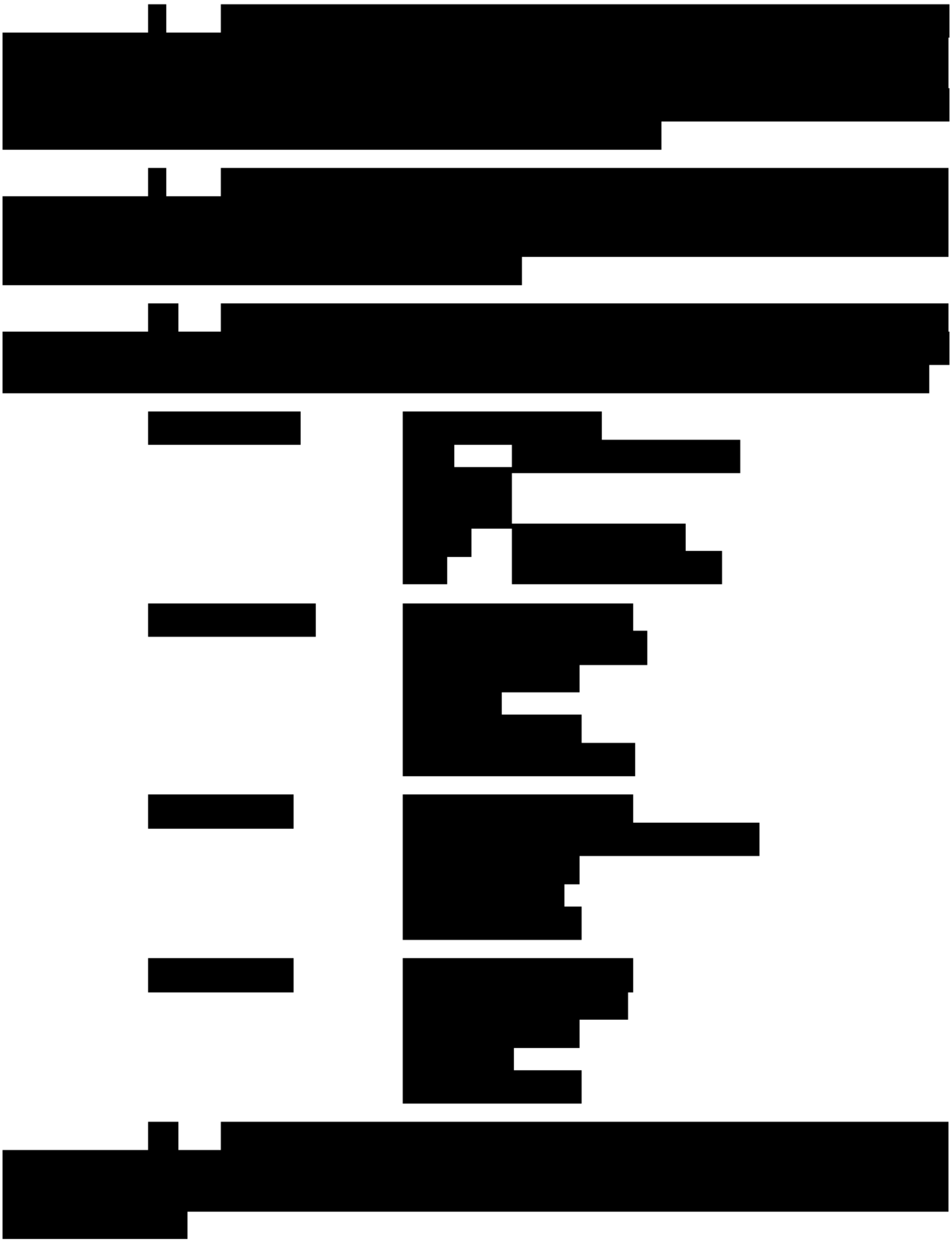
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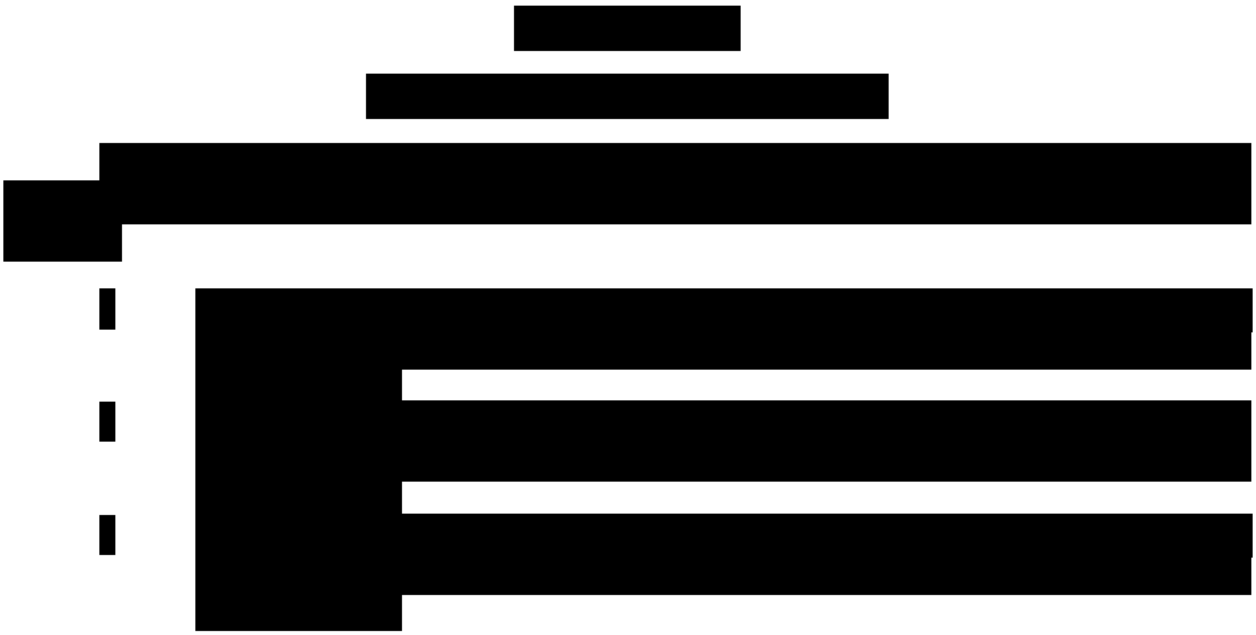
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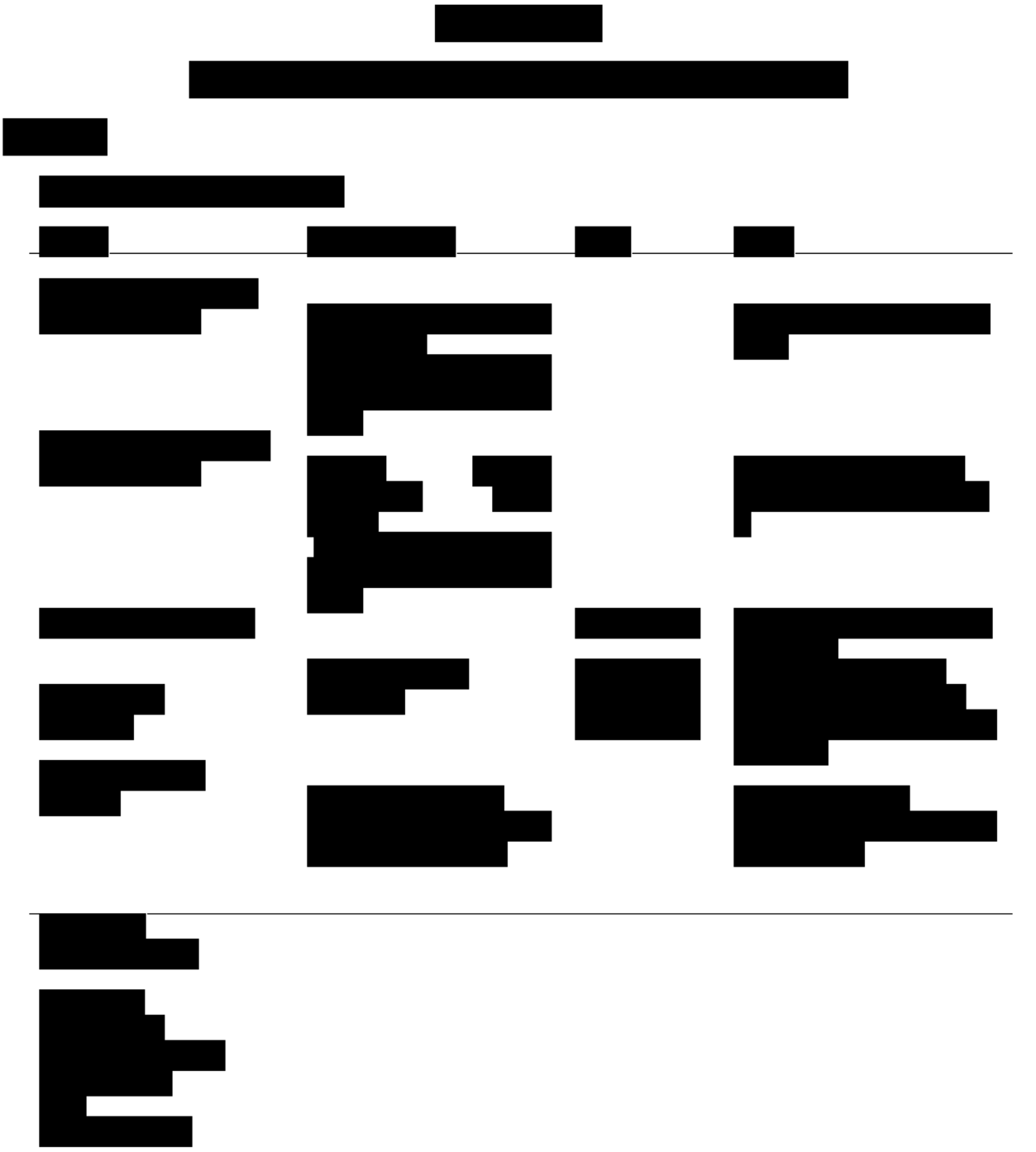
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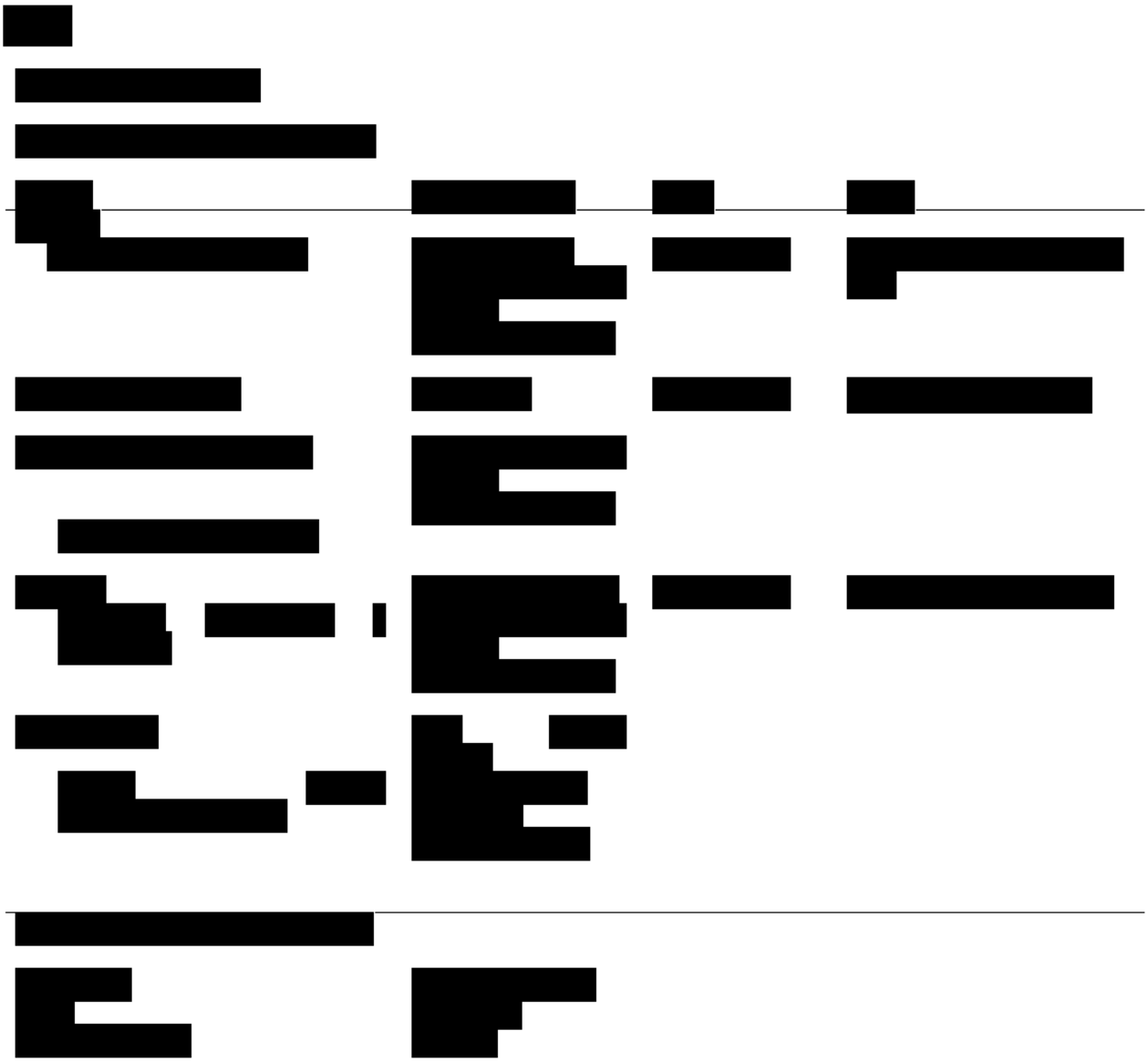
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Attachments B

EXECUTION VERSION

EQUIPMENT SUPPLY AGREEMENT

This Equipment Supply Agreement ("**Agreement**") is entered into as of February 25, 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] □ [redacted] □ [redacted]	
[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 [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]

3.1 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

3.2 [redacted]

4. [redacted]

4.1 [redacted]

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5.1 [redacted]

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5.2 [redacted]

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5.4 [redacted]

[redacted]

5.5 [redacted]

5.6 [redacted]

5.7 [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 [redacted], 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 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]"

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]

8.8 [redacted]

9. [redacted]

9.1 [redacted]

[redacted]

9.2 [redacted]

[redacted]

9.3 [redacted]

[redacted]

9.4 [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]

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]

12.2 [redacted]

[redacted]

[redacted]

12.3 [redacted]

[redacted]

12.4 [redacted]

[redacted]

12.5 [redacted]

[redacted]

12.6 [redacted]

[redacted]

12.7 [redacted]

[redacted]

[redacted]

13. [redacted]

13.1 [redacted]

[redacted]

[redacted]

13.2 [redacted]

[redacted]

13.3 [redacted]

[redacted]

14. [redacted]

14.1 [redacted]

[redacted]

[redacted]

[redacted]

14.2 [redacted]

[redacted]

[redacted]

14.3 [redacted]

[redacted]

[redacted]

14.4 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

14.5 [redacted]

[redacted]

14.6 [redacted]

14.7 [redacted]

14.8 [redacted]

14.9 [redacted]

14.10 [redacted]

[redacted]

14.11 [redacted]

[redacted]

14.12 [redacted]

[redacted]

15. [redacted]

15.1 [redacted]

[redacted]

15.2

15.3

[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]

20.2 [redacted]

[redacted]

20.3 [redacted]

[redacted]

20.4 [redacted]

[redacted]

21. [redacted]

21.1 [redacted]

[redacted]

[redacted]

21.2 [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]

23.2 [redacted]

23.3 [redacted]

23.4 [redacted]

23.5 [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]

23.12 [redacted]

[redacted]

23.13 [redacted]

[redacted]

23.14 [redacted]

[redacted]

23.15 [redacted]

[redacted]

23.16 [redacted]

[redacted]

23.17 [redacted]

[redacted]



EXECUTION VERSION

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

Purchaser:

DTE Electric Company

By: Jai M. Harris

Name:

Title:

LGESVT:

LG Energy Solution Vertech, Inc.

By:

Name:

Title:

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
DH

EXECUTION VERSION

EQUIPMENT SUPPLY AGREEMENT

This Equipment Supply Agreement ("**Agreement**") is entered into as of February 25, 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] □ [redacted] □ [redacted]	
[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]

[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]

3.1 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

3.2 [redacted]

4. [redacted]

4.1 [redacted]

[redacted]

4.2 [redacted]

[redacted]

5. [redacted]

5.1 [redacted]

[redacted]

[redacted]

[redacted]

5.2 [redacted]

[redacted]

5.3 [redacted]

[redacted]

5.4 [redacted]

[redacted]

5.5 [redacted]

5.6 [redacted]

5.7 [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]

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 [redacted], 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]

Certificate shall be deemed accepted as of the date on which LGESVT signed and submitted the Delivery Completion Certificate.

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 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]"

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]

8.8 [redacted]

9. [redacted]

9.1 [redacted]

[redacted]

9.2 [redacted]

[redacted]

9.3 [redacted]

[redacted]

9.4 [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]

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]

12.2 [redacted]

[redacted]

[redacted]

12.3 [redacted]

[redacted]

12.4 [redacted]

[redacted]

12.5 [redacted]

[redacted]

12.6 [redacted]

[redacted]

12.7 [redacted]

[redacted]

[redacted]

13. [redacted]

13.1 [redacted]

[redacted]

[redacted]

13.2 [redacted]

[redacted]

13.3 [redacted]

[redacted]

14. [redacted]

14.1 [redacted]

[redacted]

[redacted]

[redacted]

14.2 [redacted]

[redacted]

[redacted]

14.3 [redacted]

[redacted]

[redacted]

14.4 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

14.5 [redacted]

[redacted]

14.6 [redacted]

14.7 [redacted]

14.8 [redacted]

14.9 [redacted]

14.10 [redacted]

[redacted]

14.11 [redacted]

[redacted]

14.12 [redacted]

[redacted]

15. [redacted]

15.1 [redacted]

[redacted]

15.2

15.3

[redacted]

16. [redacted]

16.1 [redacted]

16.2 [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]

20.2 [redacted]

[redacted]

20.3 [redacted]

[redacted]

20.4 [redacted]

[redacted]

21. [redacted]

21.1 [redacted]

[redacted]

[redacted]

21.2 [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]

23.2 [redacted]

23.3 [redacted]

23.4 [redacted]

23.5 [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]

23.12 [redacted]

[redacted]

23.13 [redacted]

[redacted]

23.14 [redacted]

[redacted]

23.15 [redacted]

[redacted]

23.16 [redacted]

[redacted]

23.17 [redacted]

[redacted]



EXECUTION VERSION

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

Purchaser:

DTE Electric Company

By: Jai M. Harris

Name:

Title:

LGESVT:

LG Energy Solution Vertech, Inc.

By:

Name:

Title:

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
DH

Docusign Envelope ID: B74980D3-A29C-40C2-BD9D-B594D98E46A6

BESS ENGINEERING, PROCUREMENT AND CONSTRUCTION MASTER SERVICE AGREEMENT

BETWEEN

DTE ELECTRIC COMPANY

AND

BARTON MALOW COMPANY

as Contractor

This BESS Engineering, Procurement, and Construction Agreement ("Agreement") is entered into as of November 21, 2025 ("Effective Date") by and between DTE Electric Company, whose principal address is One Energy Plaza, Detroit, Michigan 48226 ("DTE", "Company", or "Owner") and Barton Malow Company, whose principal address is 26500 American Dr Southfield, MI 48034 ("Contractor") and sets forth the terms and conditions for any Work being performed by the Contractor.

RECITALS

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

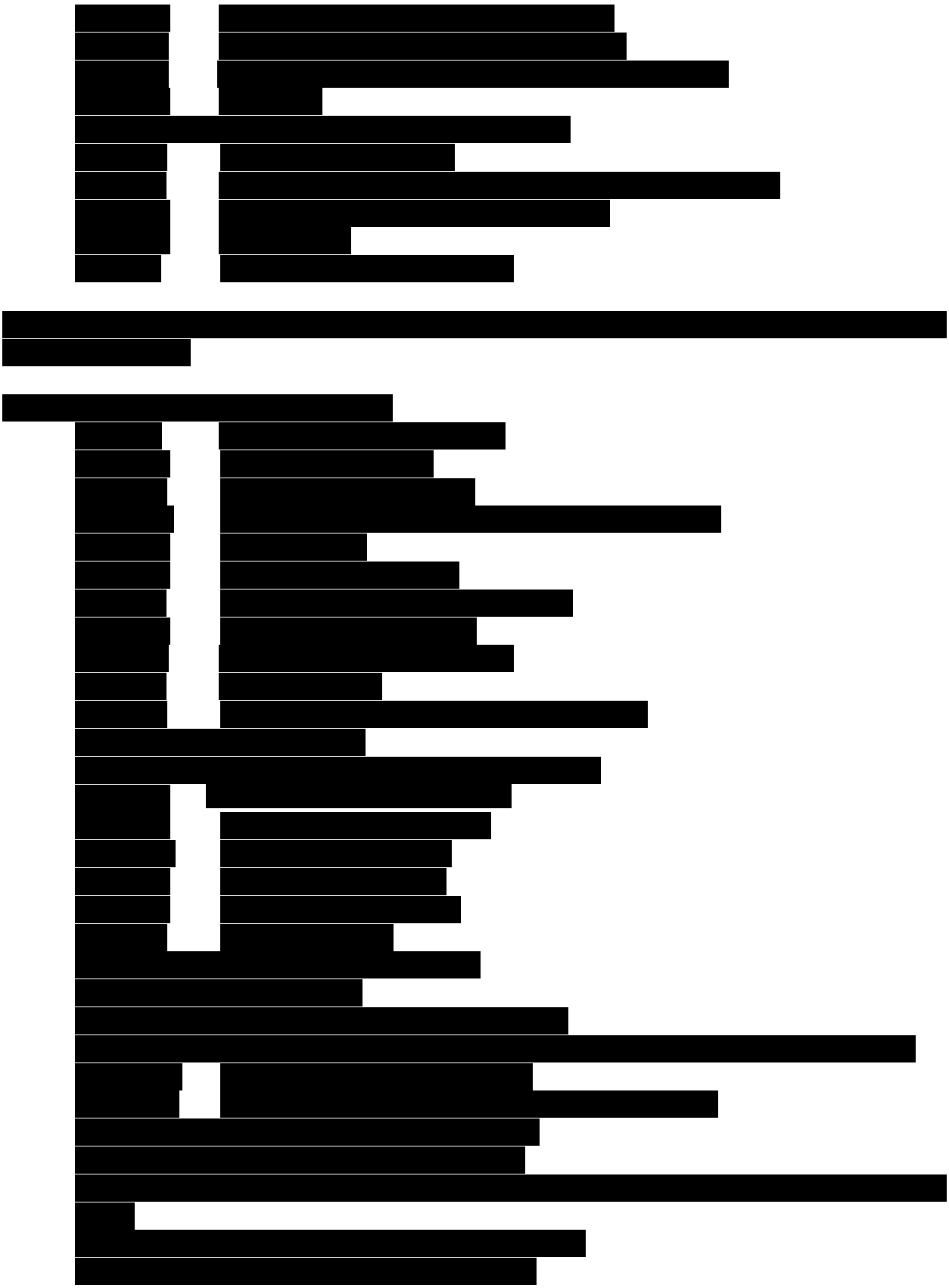
B. Contractor is a full-service engineering, procurement, and construction company with the financial and technical capabilities to provide services to DTE as described in this Agreement [redacted], including, but not limited to, engineering, procurement of material not provided by DTE, project and construction 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]



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 of Contractor's submission of the Project pricing.

"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.

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

"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 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.

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

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

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

"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.

"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 Contractor, its Affiliates and their agents, officers, directors, employees, representatives, and Subcontractors.

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

[redacted]

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

"Defect" shall mean for any type 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.

"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.

"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").

"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.

"Liquidated Damages" shall mean the 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 Date" has the meaning set forth in Section 10.2.

"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 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 in order 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 3.3.1 and [redacted].

"Prudent Industry Practice" shall mean those practices, standards and procedures commonly used by a professional contractor performing services on a project of similar size and scope to the Project in accordance with the applicable standard of care.

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

[redacted]

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

[redacted]

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

"Scope of Work" shall mean the written document, along with [redacted] and [redacted], describing the Work to be performed hereunder by Contractor (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" or "Substantially Complete" shall mean (a) the conditions as set forth in [redacted] have been achieved; (b) Mechanical Completion has been achieved; (c) DTE has approved the Punchlist; and (d) the Substantial Completion Certificate, has been signed and delivered by the Contractor and DTE.

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

"Substantial Completion Date" 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**") [redacted]. 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, 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.

[redacted]

[redacted]

[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] 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 [redacted] and [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 ("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]

3.5.3.9 [redacted]

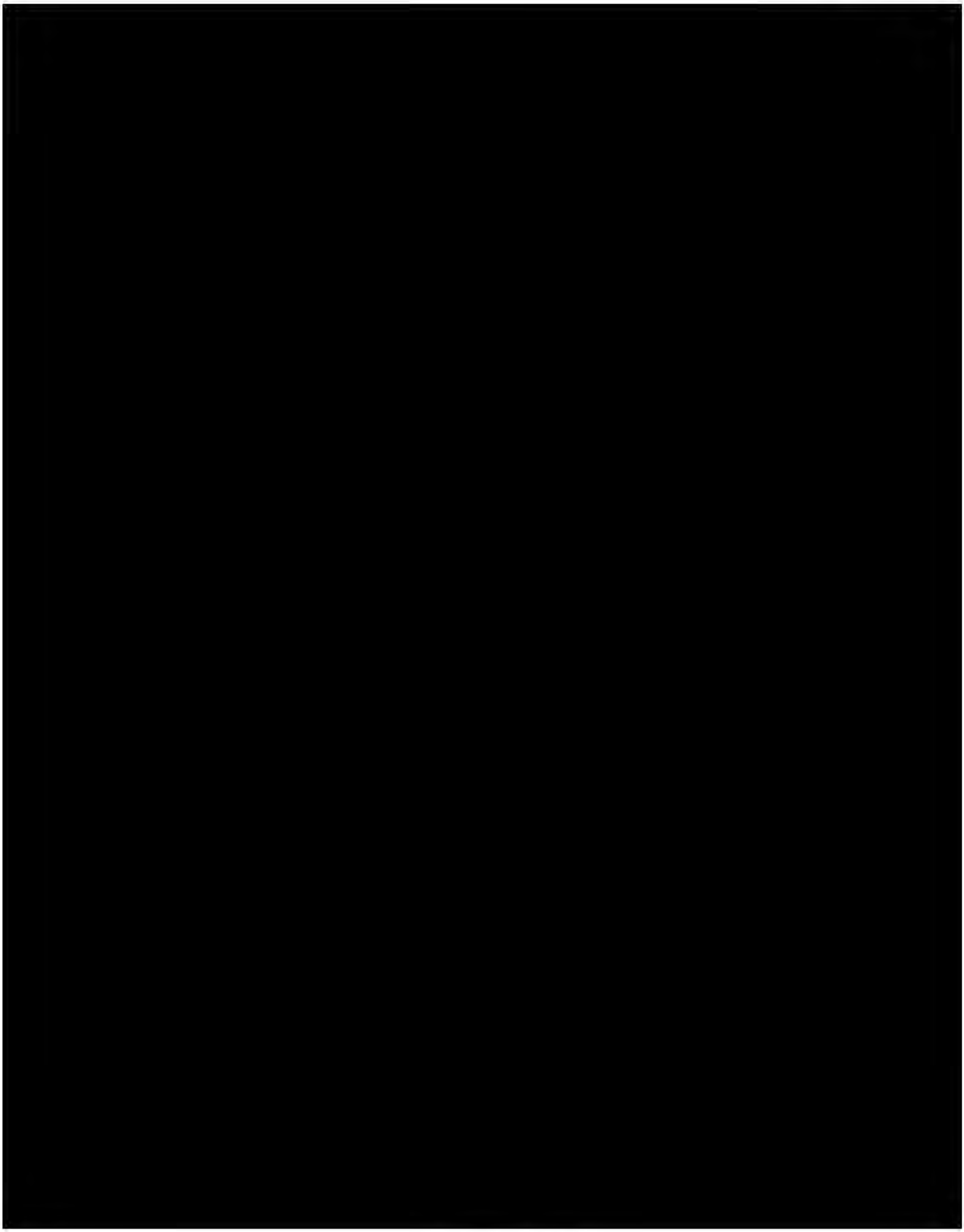
3.5.3.10 [redacted]

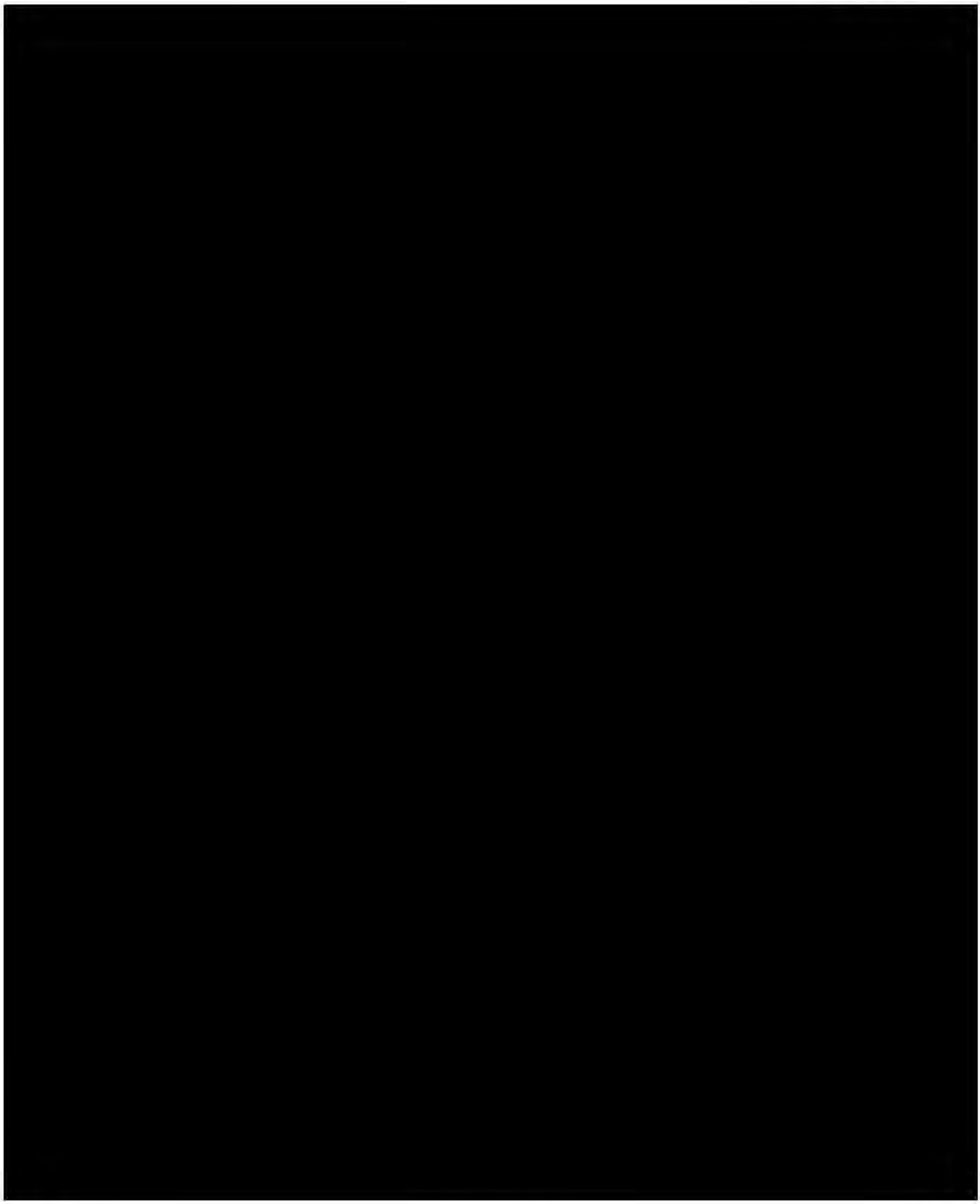
3.5.3.11 [redacted]

3.6 [redacted]

3.7 [redacted]

3.8 [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] 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.

[redacted]

[redacted]

[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 ("Construction Lien Act") 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] outlining charges incurred for the month but not yet billed. Contractor shall provide conditional 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%

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 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 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. Nothing herein shall require Contractor to warrant Work in violation of Contractor's professional liability insurance; provided, however, all professional services and design Work shall be performed in accordance with the Agreement, Prudent Industry Practices, and Applicable Law. 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 any damage to Owner Supplied Equipment not caused by Contractor, 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]

[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]

ARTICLE 8

[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]

[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]

[redacted]

[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 ensure 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; and
d) The replacement of Key Personnel 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

[redacted]

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, with appropriate due cause and written notice to Contractor, to reject any Subcontractor proposed by Contractor. In the event Owner rejects a Subcontractor without due cause and requires Contractor to use a different Subcontractor, the Contractor shall be entitled to an increase in Contractor's cost and/or time of performance, and the Contract Price and/or Schedule shall be adjusted by Change Order. Contractor shall bind every Subcontractor to the terms and provisions of this Agreement to the extent applicable to such party's work under this Agreement, including the requirements of [redacted]. At DTE's request, Contractor shall remove any Contractor or Subcontractor personnel that DTE in its sole discretion deems incompetent, disorderly, insubordinate, careless or otherwise objectionable, without cause, at any time.

12.3 Prompt Payment of Subcontractors

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

12.4 [redacted]

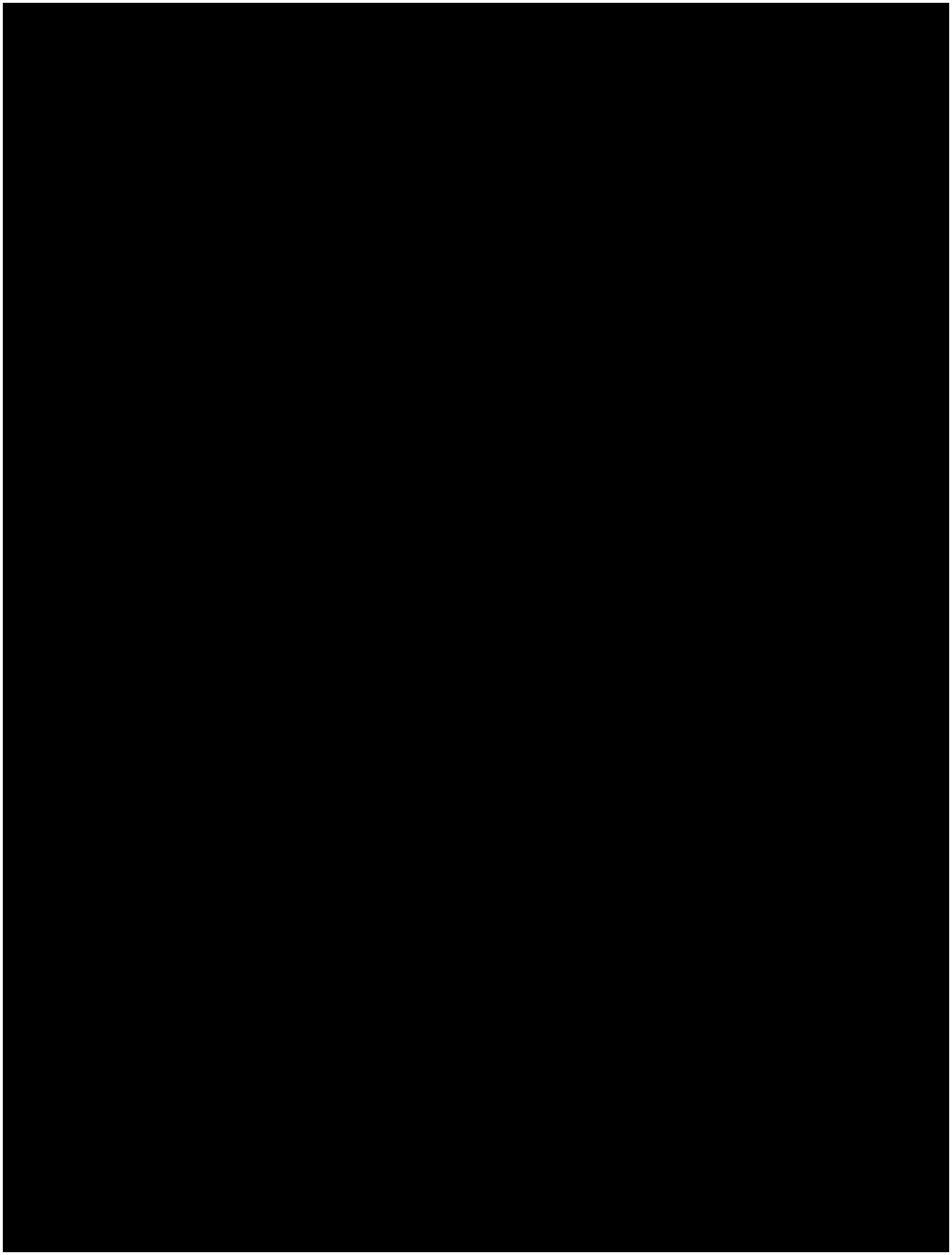
[redacted]

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

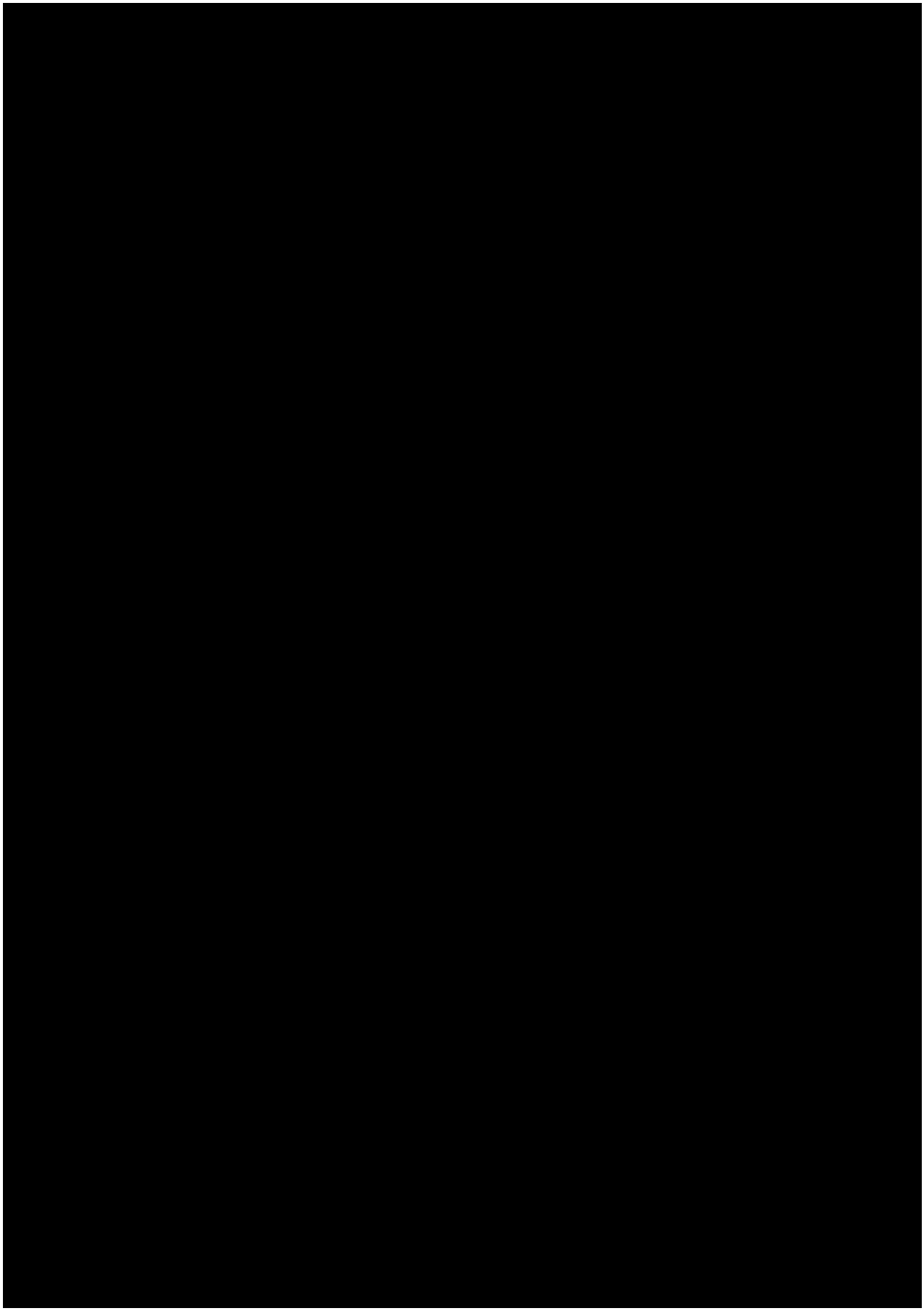
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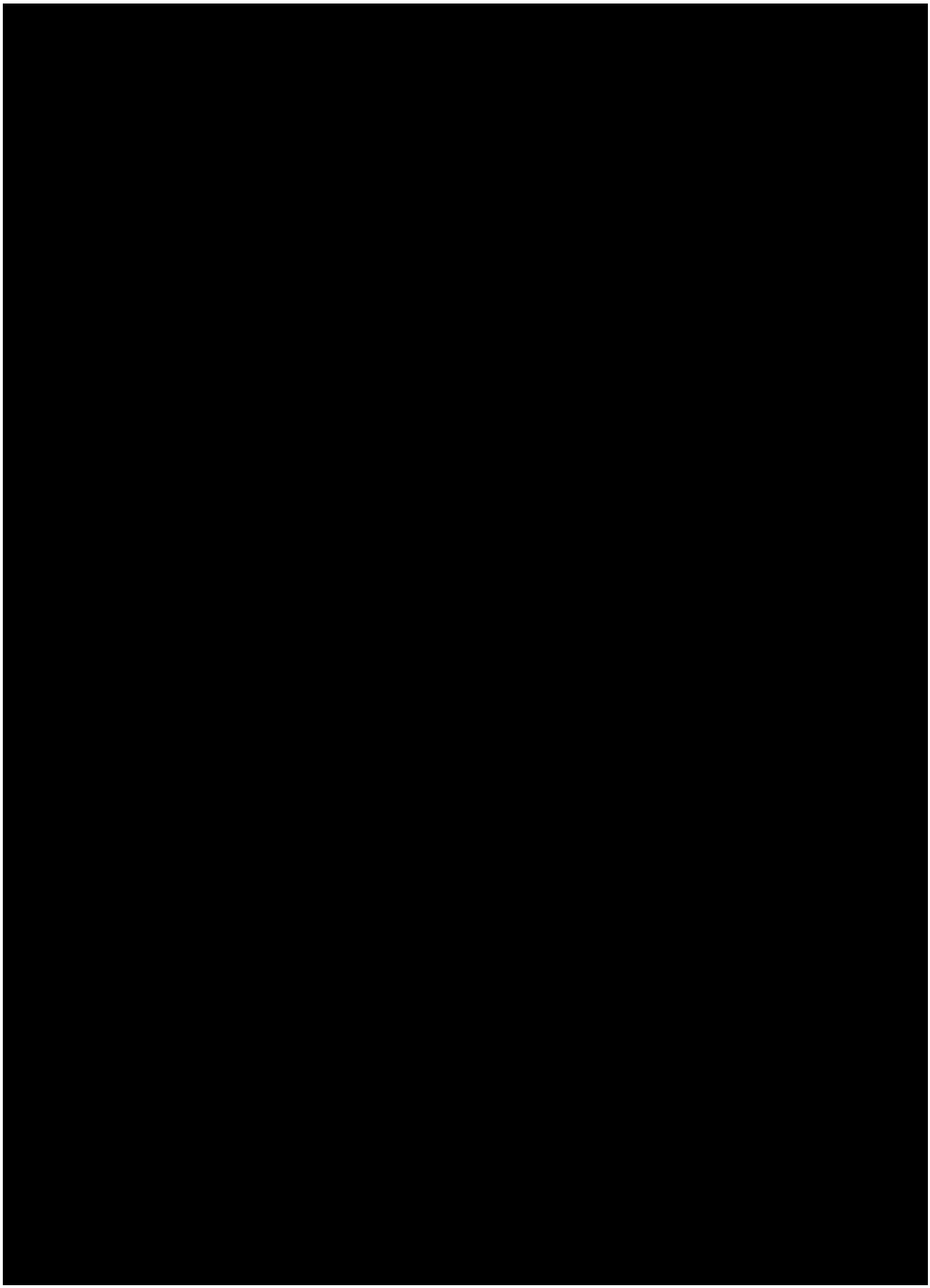
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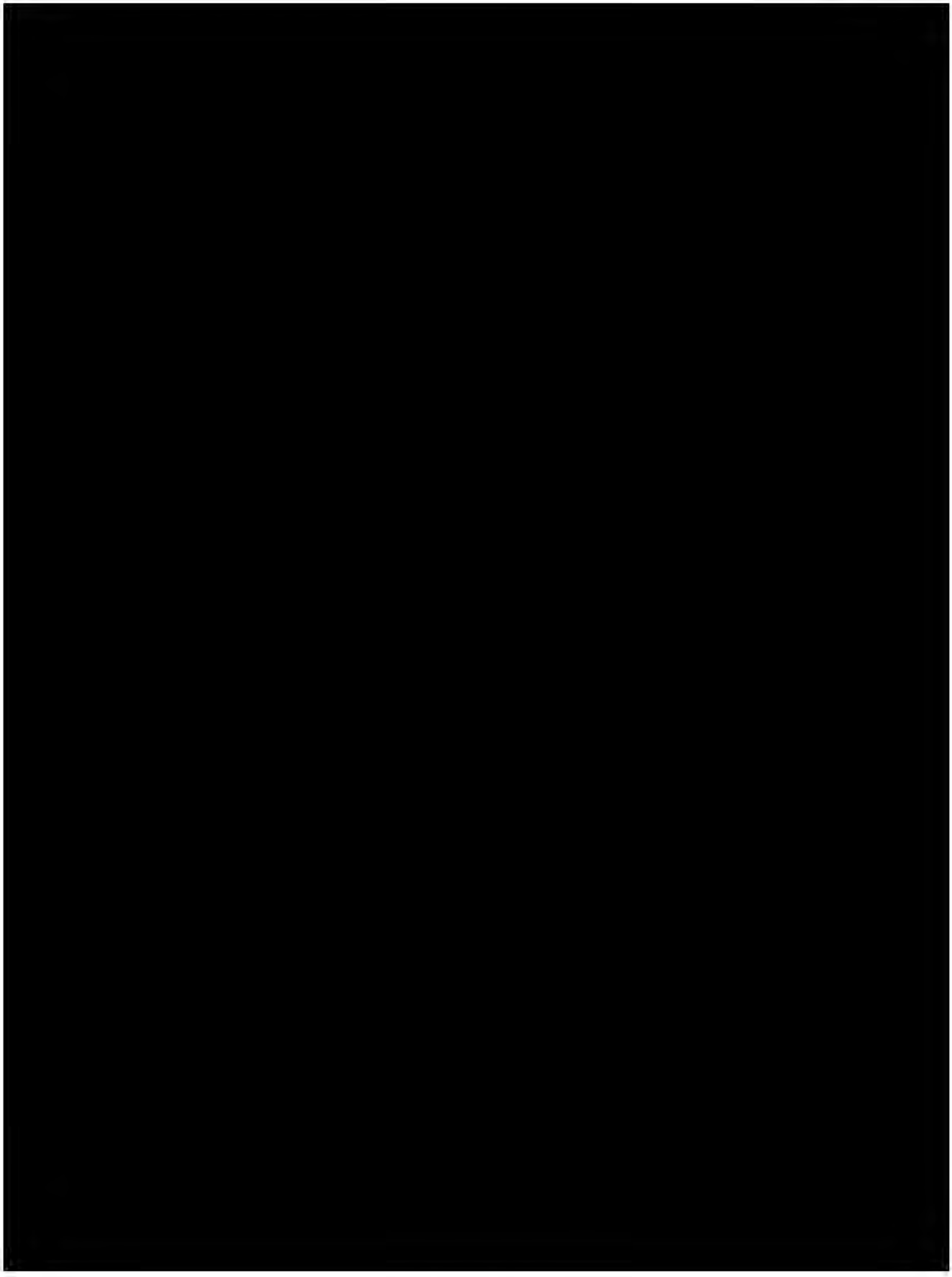
ARTICLE 16

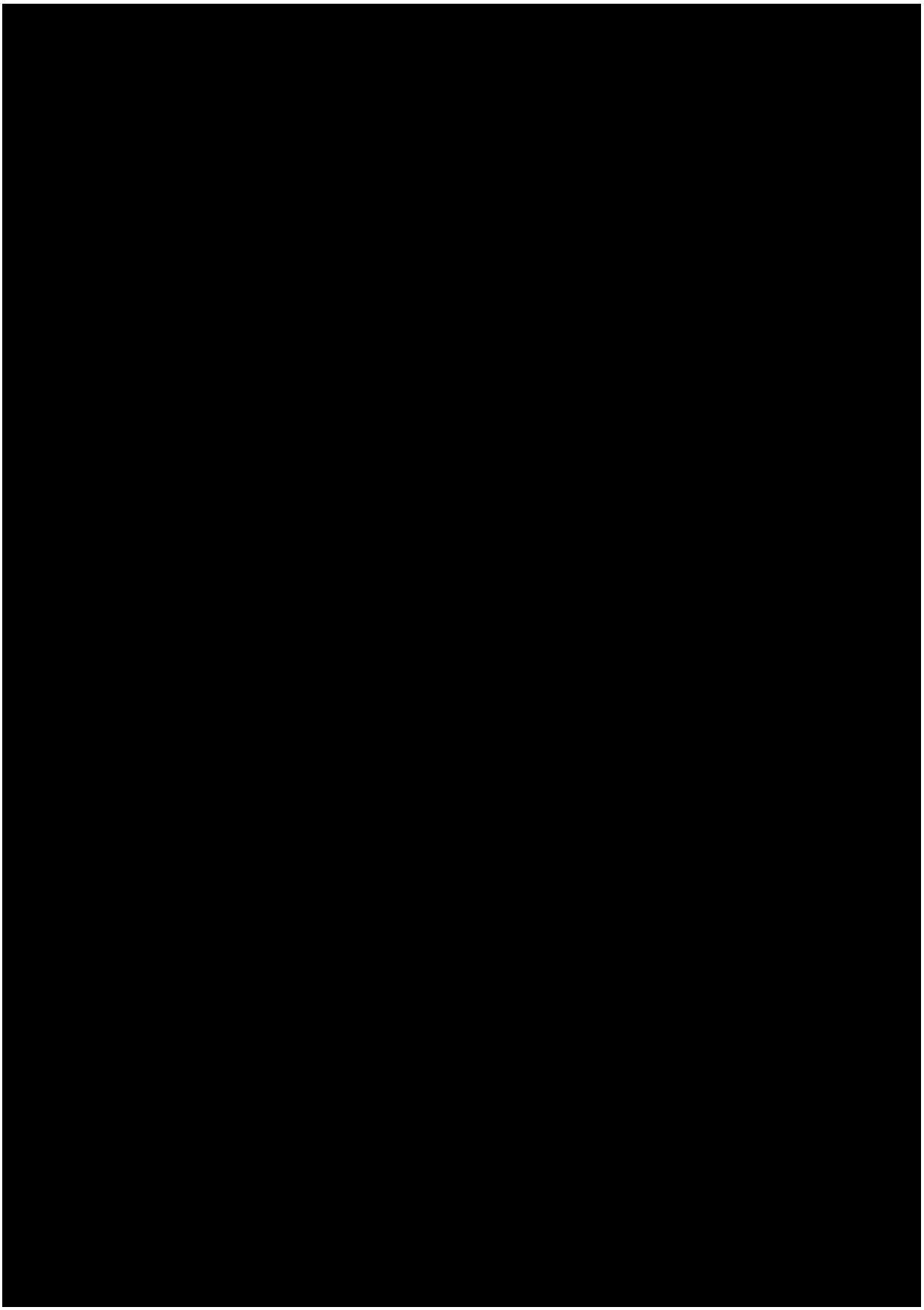
[redacted]

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[redacted]

ARTICLE 17

[redacted]

17.1 [redacted]

[redacted]

[redacted]

ARTICLE 18

[redacted]

[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.

20.3 Binding Effect

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

20.4 Independent Contractor

The Parties hereto agree that Contractor is an independent contractor and nothing contained herein shall be construed as constituting any relationship with DTE other than that of owner or independent contractor, nor shall it be construed as creating any relationship whatsoever between

DTE and any Subcontractors nor between DTE and Contractor employees or agents. Neither Contractor nor any Subcontractors nor any of their respective employees shall be deemed to be employees of DTE.

20.5 No Waiver

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

20.6 Severability

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

20.7 Entire Agreement; Survival

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

20.8 Governing Law; Jurisdiction

This agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan without regard to principles of conflicts of law. The Parties agree that any action with respect to the Agreement shall be brought in a court of competent subject matter jurisdiction located in the State of Michigan and the Parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.

20.9 Notice

Any notice required or permitted hereunder shall be deemed received (i) [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:

[redacted]

[redacted]

with a copy to:

[redacted]

If to Contractor:

Barton Malow Company
[redacted]

With a copy to:

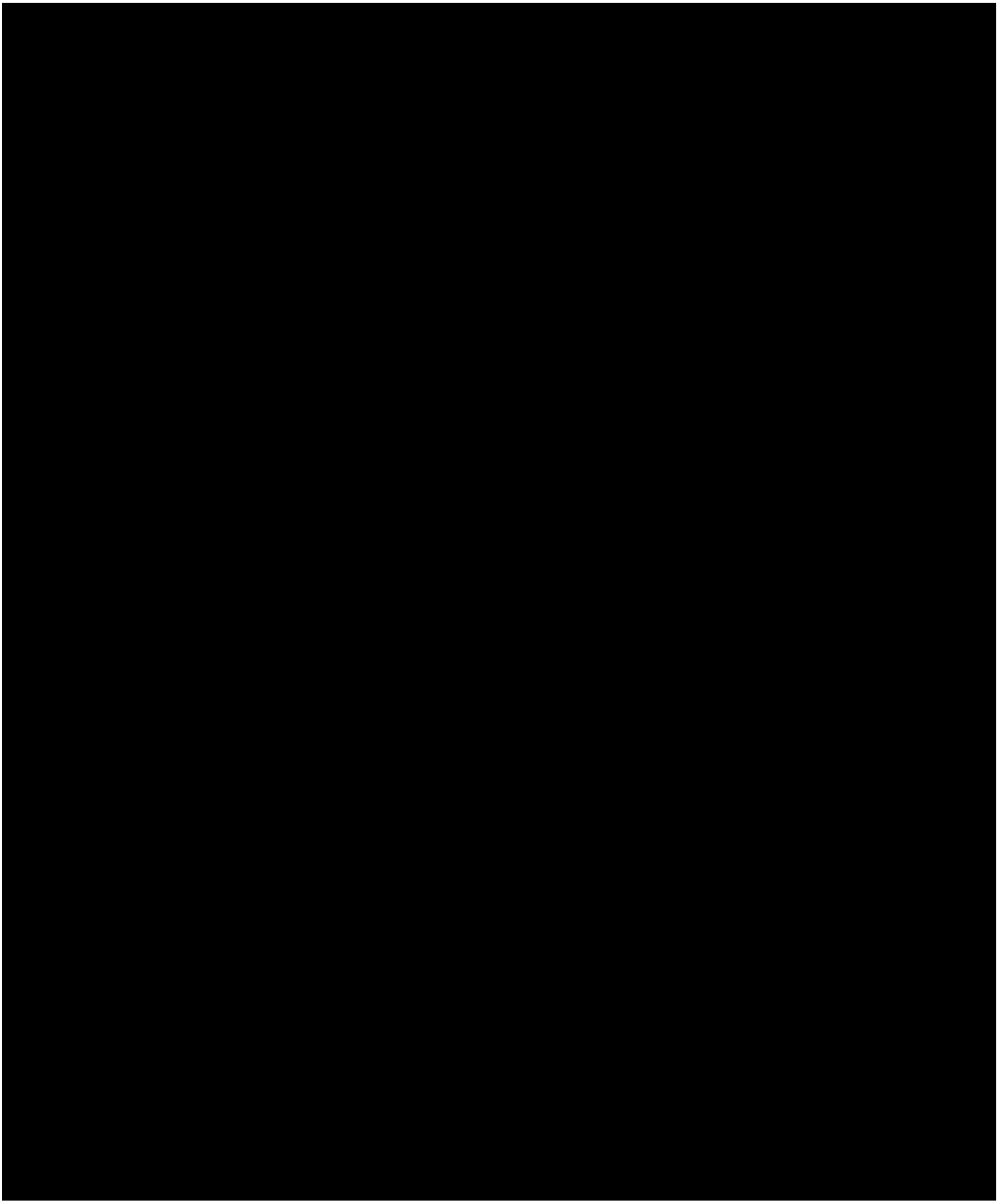
[redacted]

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.

20.12 [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:

BARTON MALOW COMPANY

By: Signed by: Matt Lentini 8A77C2E16A3C484... _____

Name: Matt Lentini

Title: Senior Vice 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].

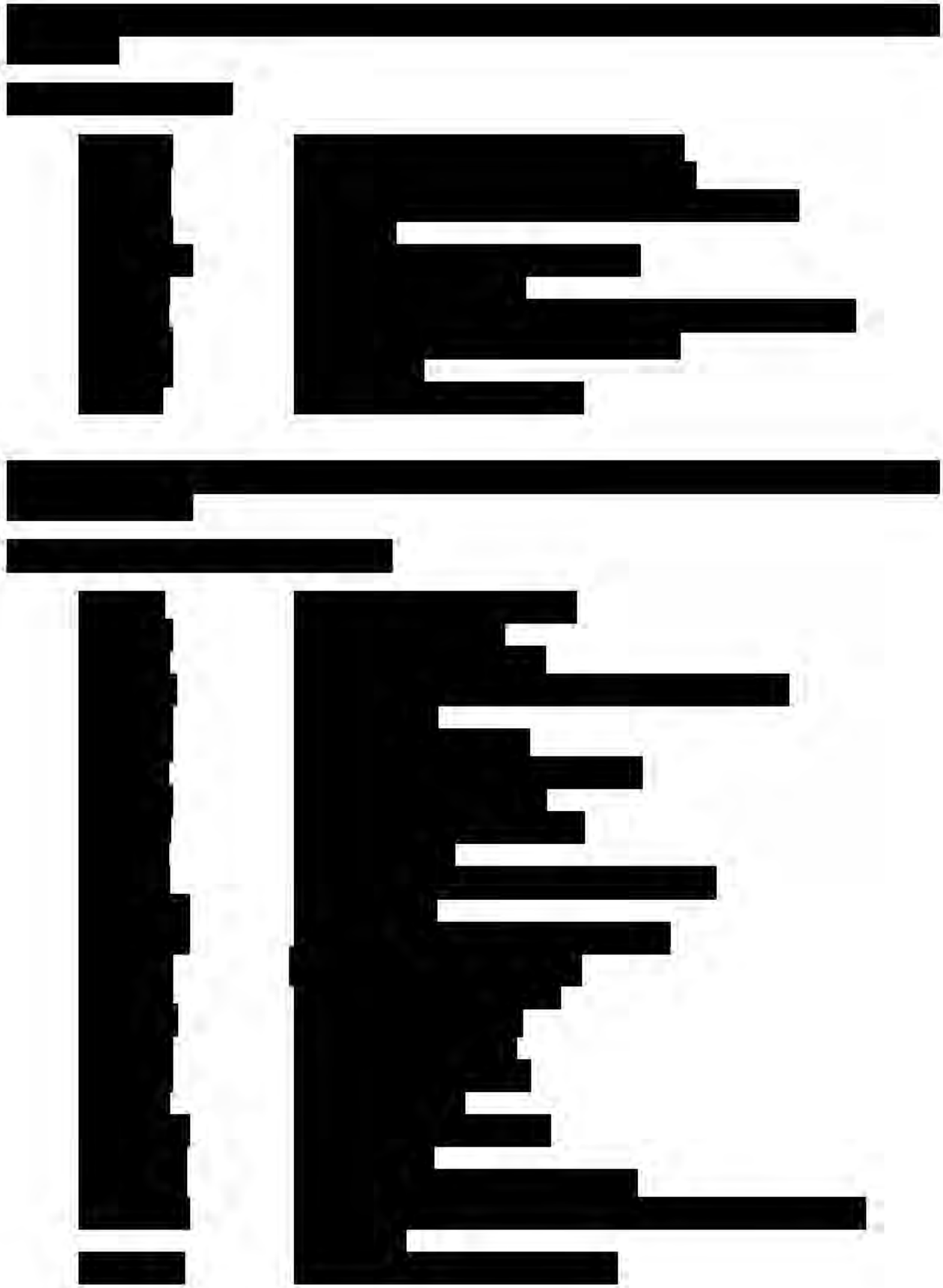
B. Contractor is a full-service engineering, procurement, and construction company with the financial and technical capabilities to provide services to DTE as described in this Agreement [redacted], including, but not limited to, engineering, procurement of material not provided by DTE, project and construction 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]





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.

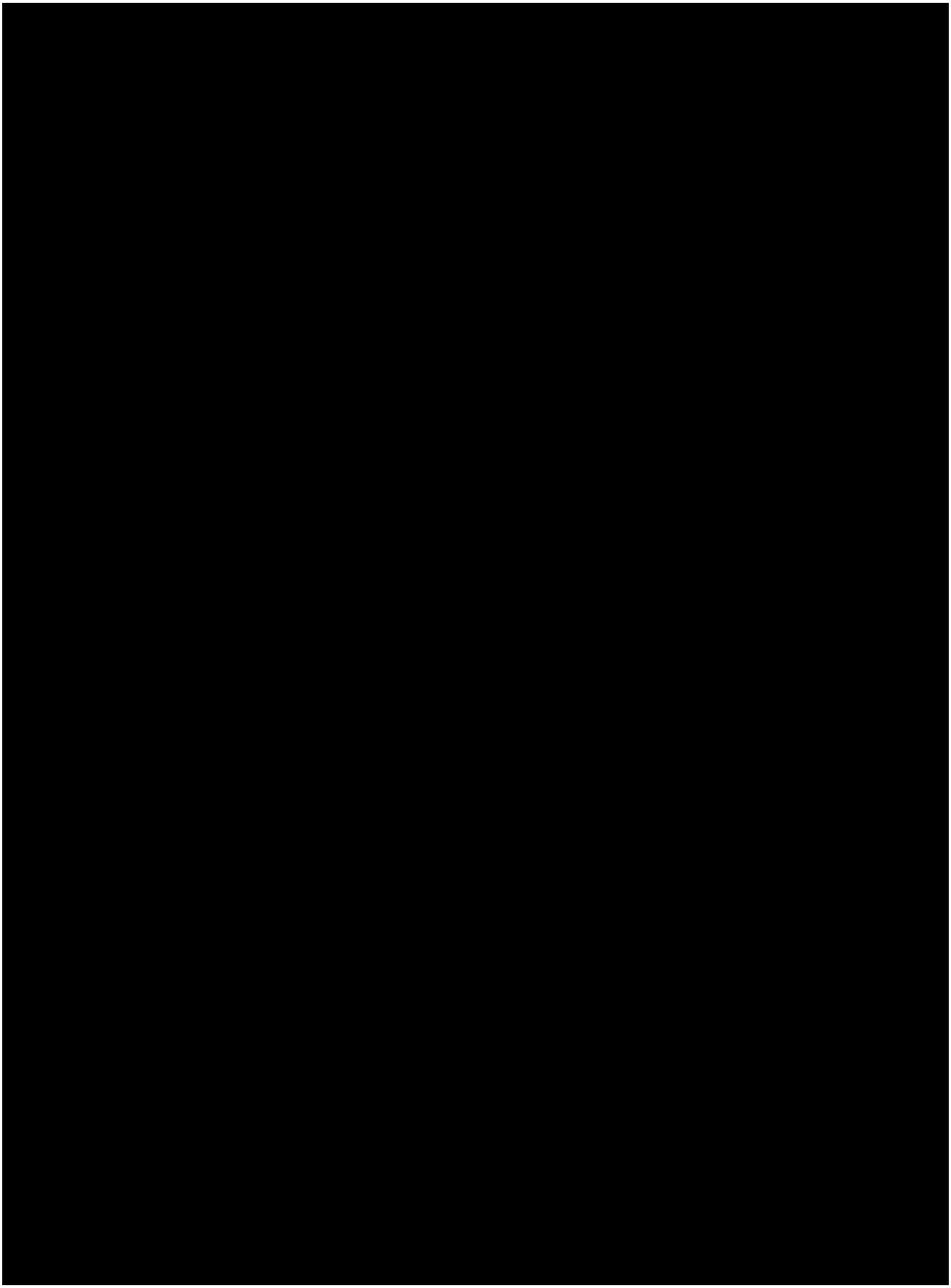
[redacted]

10.4 Final Completion.

[redacted]

ARTICLE 11

[redacted]



[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]

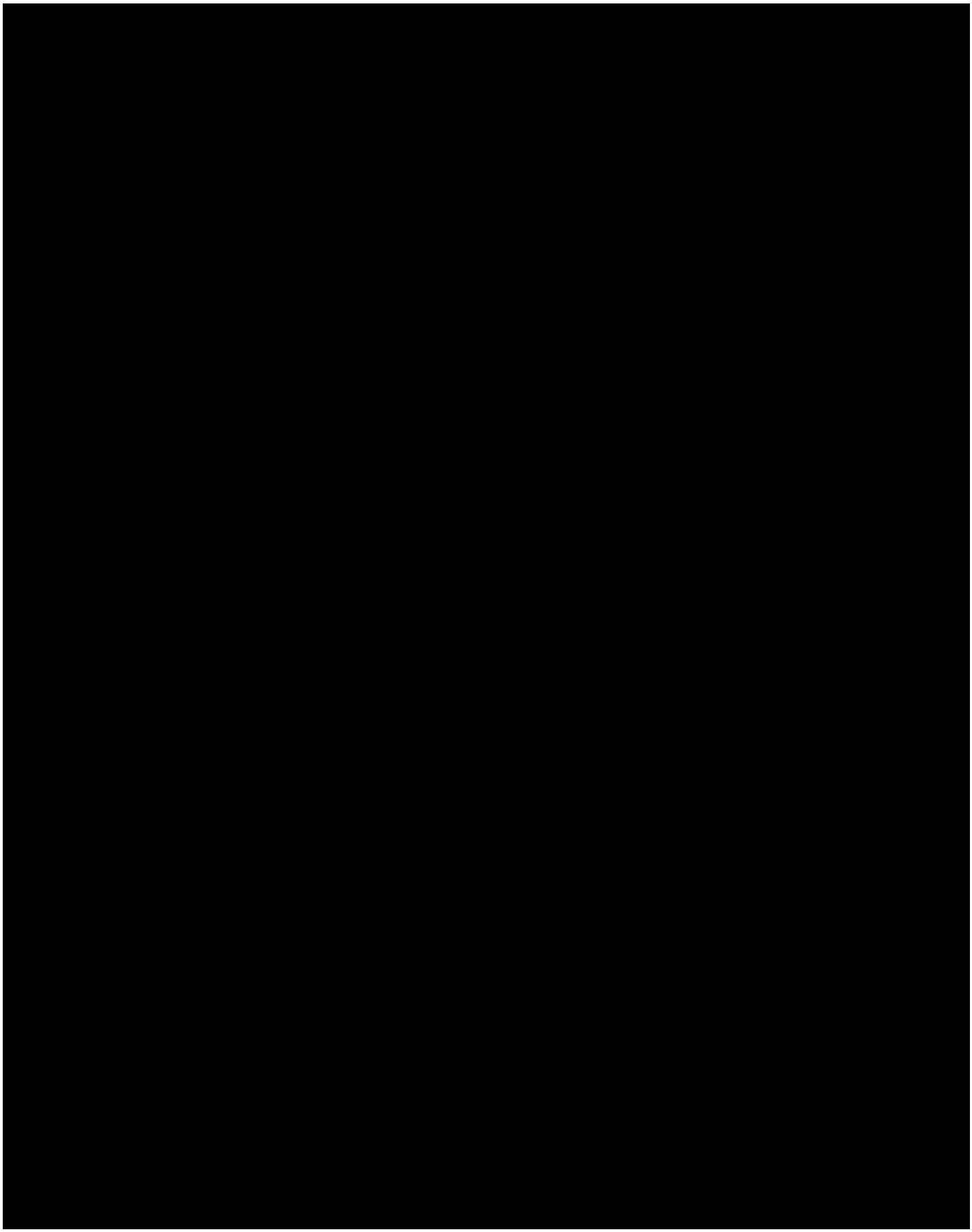
[redacted]

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

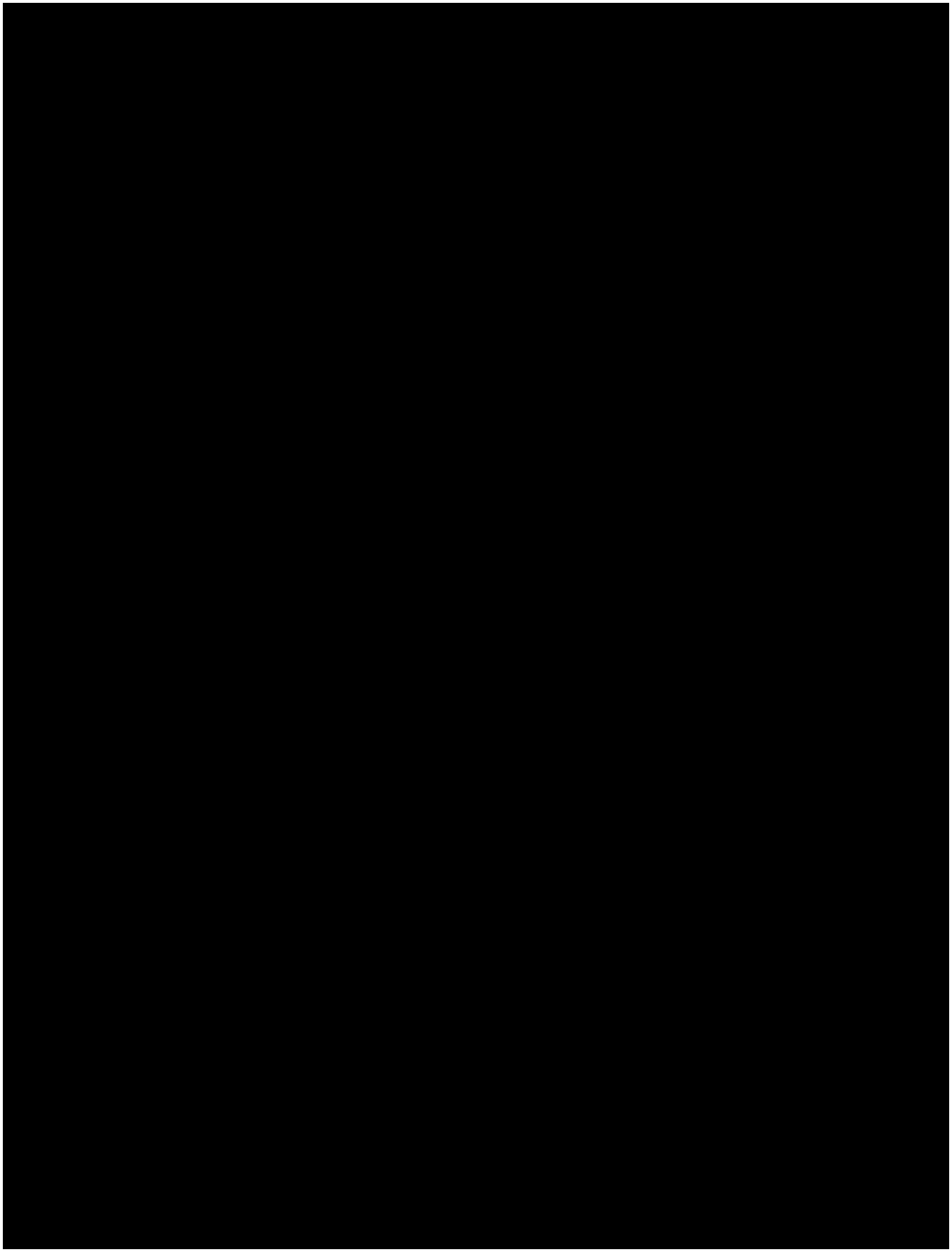
[redacted]

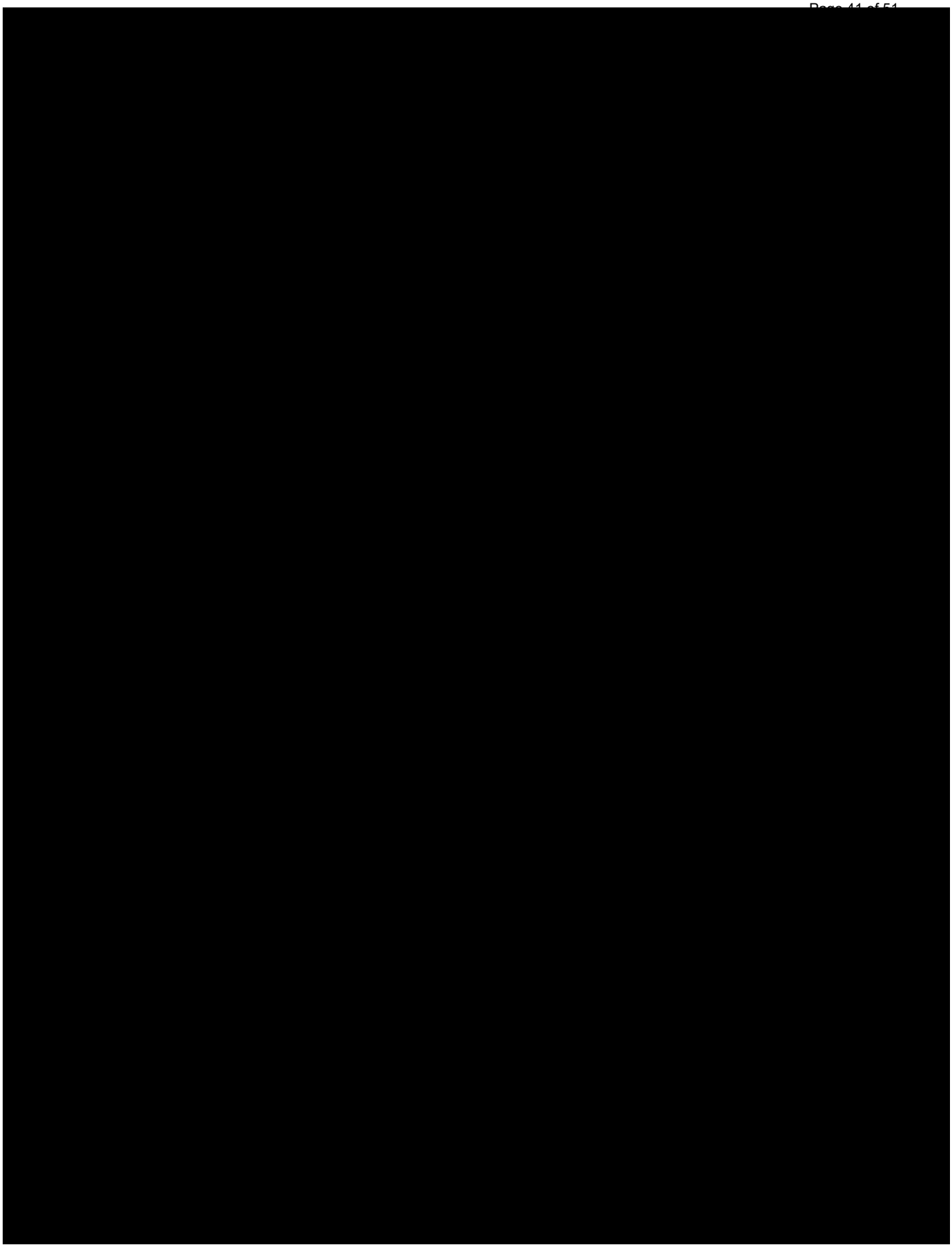
[redacted]

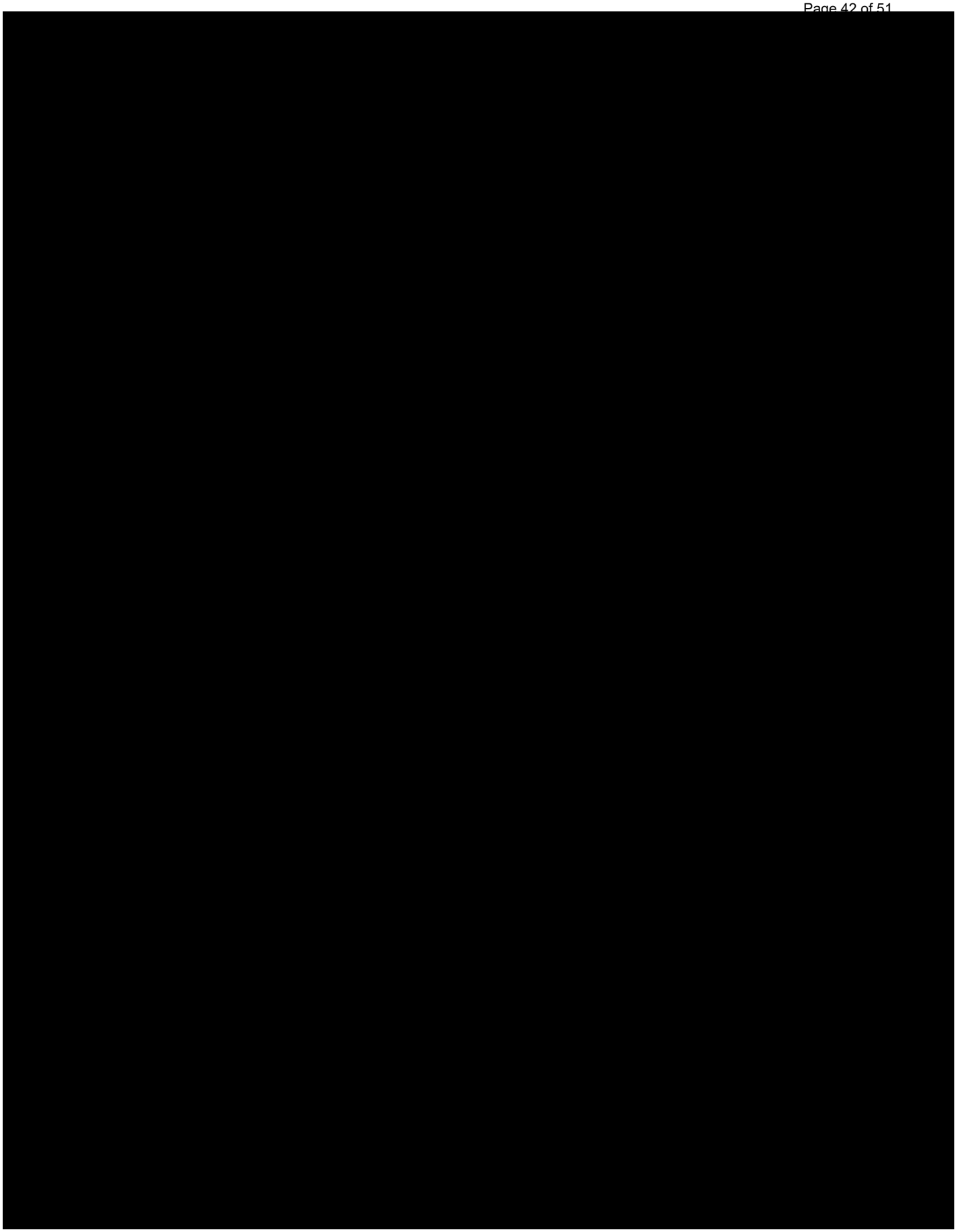
ARTICLE 16

[redacted]

[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

Attachment C

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 D

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	)	Case No. U-22054
for approval of tolling agreements and energy	)	
storage projects, along with related relief	)	

PROOF OF SERVICE

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

ESTELLA R. BRANSON states that on February 25, 2026, she served a copy of DTE Electric's *ex parte* Application and Affidavit of Luisa M. Dunlap and supporting documents, 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: 2026.02.25 19:21:05 -05'00'

ESTELLA R. BRANSON

MPSC Case No. U-22054
SERVICE LIST

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