



Mark W. Madden
(313) 235-6205
mark.madden@dteenergy.com

January 26, 2024

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 contracts for the development of the Trenton Channel Energy Center.
MPSC Case No: U-21566

Dear Ms. Felice:

Attached for electronic filing in the above referenced matter is DTE Electric Company's *Ex Parte* Application and Affidavit of Terri L. Schroeder. Also attached is the Proof of Service.

Very truly yours,

Mark W. Madden

MWM/erb
Enclosure

c: Service List

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the Application of **DTE**)
ELECTRIC COMPANY for approval of)
contracts for the development of the Trenton)
Channel Energy Center.)
_____)

Case No. U-21566

**APPLICATION FOR *EX PARTE* APPROVAL OF TRENTON CHANNEL ENERGY
CENTER PROJECT AND RELATED RELIEF**

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 Contracts supporting the Company’s Trenton Channel Energy Center Project (“Project”) and find the Project is consistent with the Company’s Integrated Resource Plan (“IRP”), as approved in the Commission’s Order Approving the Settlement Agreement in Case No. U-21193 on July 26, 2023. 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 a wholly-owned subsidiary of DTE Energy Company supplying retail electric service to customers located in Southeast Michigan. The Company is a public utility and Electric Provider (as defined under MCL 460.1005(a)(i)) with more than 1,000,000 retail customers in Michigan and is therefore subject to the jurisdiction of the Commission per various provisions of MCL 460.1 *et seq.* including Public Act 419 of 1919, as amended; Public Act 3 of 1939, as amended.

2. DTE Electric presently serves its jurisdictional metered retail electric customers under rates and charges approved by the Commission.

3. On November 3, 2022, DTE Electric filed an application requesting approval of its integrated resource plan (IRP) pursuant to Section 6t of Public Act 341 of 2016, MCL 460.6t; the Commission's orders in Case Nos. U-20633, U-18461, and U-18418; and all other applicable law to U-21193.

4. DTE reached a Settlement Agreement ("Settlement Agreement") with the intervening Parties on July 12, 2023. The Settlement Agreement included accelerating the building of storage capacity for the Trenton Channel Storage Project totaling 220MW with a target Commercial Operation Date in 2025. Based on the Settlement Agreement that DTE Electric reached with the intervening Parties, the Commission found the Settlement Agreement adequately represented the public interest and approved the IRP Settlement Agreement on July 26, 2023.

5. As detailed in the supporting Affidavit and exhibits, the Company procurement process for the Energy Supply Agreement (ESA) and Transformer Agreement (TA) involved leveraging the bids that were received from the Company's Slocum Peaker Replacement Project (Slocum), the issuance of a Request for Proposal (RFP) for an Engineering, Procurement, and Construction Agreement (EPCA), and a Developer Services Agreement (DSA).

6. The Company has entered into three Contracts that support the Trenton Channel Energy Center Project:

- a. Exhibit A - the ESA between DTE Electric and Powin LLC (Powin);
- b. Exhibit B - the EPCA between DTE Electric and Motor City Electric Company (Motor City); and

- c. Exhibit C - the TA between DTE Electric and Pennsylvania Transformer Technology Inc. (PTTI)

The Project will also support DTE Electric's share of the statewide energy storage target set forth in Public Act 235 of 2023.

7. The Project includes the design, procurement, and construction of a 220MW / 880MWh Lithium Iron-Phosphate (LFP) battery energy storage system (BESS) at the site of the former Trenton Channel Power Plant located in the City of Trenton, Wayne County Michigan. With a capacity of 880MWh, the Project has the capability to operate at 220MW for a 4-hour duration or at less capacity for longer duration depending on the needs of the system. The Project is anticipated to participate in the Midcontinent Independent System Operator, Inc. (MISO) wholesale electric markets and will provide the following benefits:

- Capturing energy market arbitrage via charging during off-peak market price periods and discharging at peak market price periods
- Maintaining a portion of the grid reliability contribution of the former Trenton Channel Power Plant by fulfilling the requirements of a MISO capacity resource and participating in the MISO Planning Resource Auction (PRA)
- Providing further value and grid flexibility via the MISO ancillary services market

8. Prior to factoring in any tax credits, the Project's total cost is estimated to be \$423MM-\$460MM. The Project's costs are consistent with the \$400MM-\$500MM cost estimates provided in the 2022 IRP rebuttal testimony in Case No. U-21193¹. While the Project's cost of \$1,831-\$2,000/kW is higher than the 2021 National Renewable Energy Lab (NREL) Annual Technology Baseline (ATB) modeled in the 2022 IRP, these costs are aligned

¹ Case U-21193 Rebuttal Testimony of Justin Morren T7, p. 1813-1814.

with the 2023 NREL ATB energy storage cost.

9. The Project is anticipated to qualify² for the 30% or approximately \$110MM Investment Tax Credit (ITC) as well as an incremental 10% or approximately \$37MM bonus ITC given the Project's location within an "Energy Community" under the IRA because of its location in a census tract where a coal-fired power plant has closed since 2010. The estimated \$147MM of ITCs effectively reduce the corresponding revenue requirement for customers. At this time, the Company is assuming ITCs received for new energy storage projects will be transferred at a discount to reflect monetization costs associated with the transferability of tax credits.

10. To enable procurement of the Project's longest lead-items, the Company is requesting Commission approval of the Contracts by March 15, 2024. Per the contract(s), if Commission approval is not received within 90 days of this filing, or by April 25, 2024, the pricing and schedule in the contract are no longer available, and Parties have the right to terminate.

11. As explained above, and in the Affidavit and exhibits filed in support of this Application, the Contracts supporting the Project are reasonable and prudent, and should be approved. Therefore, DTE Electric respectfully requests that the Commission approve the relief requested in this Application on an *ex parte* basis without the time and expense of a public hearing. By seeking *ex parte* approval of the Projects, the Company is not seeking rate recovery related to the Projects in this filing.

² A portion of the Project's costs are anticipated to be ineligible for the ITC and include, but are not limited to, interconnection and distribution costs. DTE is estimating that these costs represent 20% of total project costs

REQUEST FOR RELIEF

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

A. Grant approval of DTE Electric’s Contracts in support of the Trenton Channel Energy Center Project and find that the Project is consistent with the Company’s IRP, as approved in the Commission’s July 26, 2023, Order Approving Settlement Agreement in Case No. U-21193;

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

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

Respectfully submitted,

DTE ELECTRIC COMPANY

By: _____

Attorneys for Applicant
Mark W. Madden (P80604)
Andrea E. Hayden (P71976)
One Energy Plaza, 1635 WCB
Detroit, Michigan 48226
(313) 235-6205

Dated: January 26, 2024

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the Application of)
DTE ELECTRIC COMPANY for)
approval of contracts for the development)
of the Trenton Channel Energy Center.)
_____)

Case No. U-21566

AFFIDAVIT OF TERRI L. SCHROEDER IN SUPPORT OF DTE ELECTRIC COMPANY’S

TRENTON CHANNEL ENERGY CENTER

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

Terri L. Schroeder, being first duly sworn, deposes and says:

1. My title is Director, Energy Storage. I graduated from DePaul University in 2002 with a Bachelor of Science Degree in Business. In 2008, I received a Master of Business Administration from the University of Michigan Ross School of Business and a Master of Science from the University of Michigan School of Natural Resources and Environment (now known as the School for Environment and Sustainability). I began my career in the marketing department at Jenner & Block, an Am Law 100 law firm based in Chicago. Prior to graduate school, I served one year with AmeriCorps at City Year Detroit. After graduate school, I worked at two different consulting firms: first at Shepherd Advisors from 2008-2012 and later at Public Sector Consultants from 2012-2014, where I focused on energy policy, energy marketing, and program management. My employment with DTE Electric

began in 2014 when I joined the Renewable Energy team as a Senior Strategist in Business Development. In this role, I executed on our approved plans to meet the requirements of 2008 PA 295, running RFPs for our renewable energy parks, filing applications with the MPSC, and maintaining our Renewable Energy Credit (REC) compliance. In January of 2017, I became Manager of Business Development in Renewable Energy and was responsible for planning and executing renewable energy activities for the Company under 2008 PA 295, as amended by 2016 PA 342. I also served as the Manager of Product Development in Renewable Solutions from June 2019 to June 2020, and Chief of Staff for Distribution Operations from June 2020 to March 2022. In March of 2022, I was promoted to Director of Renewable Energy, where I was responsible for planning, development, and executing renewable energy activities and associated regulatory filings. In October 2023, I assumed my current role of Director of Energy Storage. In this role, I will be responsible for utility-scale energy storage planning and development. I have previously sponsored testimony before the Michigan Public Service Commission in the following cases:

U-18232 REP Plan Proceeding

U-18242 Reconciliation of the DTE Electric 2016 REP Program

U-18352 Section 61 of 2016 PA 342

U-18419 DTE Electric 2017 Certificate of Necessity Case

U-20172 Reconciliation of the DTE Electric 2017 REP Program

U-20343 Large Customer Voluntary Green Pricing program

U-20471 DTE Electric Company Integrated Resource Plan

The facts contained in this affidavit are true and correct and are all within my personal knowledge.

2. With this filing, DTE Electric (or Company) is seeking the Michigan Public Service Commission's (MPSC or Commission) *ex parte* approval of the following Contracts that support the Trenton Channel Energy Center Project (the "Project"):
 - a. Exhibit A - the Equipment Supply Agreement (ESA) between DTE Electric and Powin LLC (Powin);
 - b. Exhibit B - the Engineering, Procurement, and Construction Agreement (EPCA) between DTE Electric and Motor City Electric Company (Motor City);
and
 - c. Exhibit C - the Transformer Agreement (TA) between DTE Electric and Pennsylvania Transformer Technology Inc. (PTTI).
3. The settlement agreement in Case No. U-21193 provided for the construction of a 220MW storage project at the Company's now retired Trenton Channel Power Plant utilizing the existing interconnection at the site.
4. This Application is being filed consistent with the settlement agreement in Case No. U-21193 which allows the Company to seek approval of contracts selected for the development of storage projects through an *ex parte* application to the Commission.
5. The Project includes the design, procurement, and construction of a 220MW / 880MWh Lithium Iron-Phosphate (LFP) battery energy storage system (BESS) at the site of the former Trenton Channel Power Plant located in the City of Trenton, Wayne County Michigan. With a capacity of 880MWh, the Project has the

capability to operate at 220MW for a 4 hour duration or at less capacity for longer duration depending on the needs of the system. The Project is anticipated to participate in the Midcontinent Independent System Operator, Inc. (MISO) wholesale electric markets and will provide the following benefits:

- Capturing energy market arbitrage via charging during off-peak market price periods and discharging at peak market price periods
- Maintaining a portion of the grid reliability contribution of the former Trenton Channel Power Plant by fulfilling the requirements of a MISO capacity resource and participating in the MISO Planning Resource Auction (PRA)
- Providing further value and grid flexibility via the MISO ancillary services market

6. The Trenton Channel site was chosen as the Project location based on multiple factors:

- The existing electrical interconnection rights can be repurposed through MISO's Generating Facility Replacement process minimizing the long-duration process of establishing a new generator interconnect agreement through the Generator Interconnection process
- The Project redevelops an existing brownfield site and maintains the Company's presence in the community
- As the former site of the retired coal-fired Trenton Channel Power Plant, the redevelopment of the site is expected to be eligible for an incremental 10% Investment Tax Credit (ITC) due to the City of Trenton's status as

an “energy community” as defined by the 2022 Inflation Reduction Act (IRA).

7. A key advantage of the former Trenton Channel site is the existing interconnect. Through MISO’s Generating Facility Replacement process, the Project will repurpose the existing Trenton Channel interconnect. This replacement process provides a more cost effective and accelerated processing and approval timeline (target of approximately 330 days) when compared to the traditional process for establishing a new interconnect (for 2022 Queue the target is 373-473 days, although MISO’s 2019 Queue still remains active).
8. On October 3, 2023, the Company submitted to MISO the associated Generating Facility Replacement Application for the Project and anticipates execution of the corresponding Generator Interconnection Agreement (GIA) in the third quarter of 2024.
9. The procurement process for the ESA and TA involved leveraging the bids that were received from the Company’s Slocum Peaker Replacement Project (Slocum) and the issuance of a Request for Proposal (RFP) for an EPCA and a Developer Services Agreement (DSA).
10. The RFP processes for Slocum evaluated bids for both an energy supply agreement and transformer agreement. These Slocum RFP processes conformed to the Company’s guidelines for RFPs and incorporated bid evaluation processes including an assessment of both price and non-price factors. The bidding criteria utilized by the Company included, but were not limited to, technical scope,

specification adherence, project cost, execution risk, project schedule adherence, commercial terms, and payment forecast.

11. As it relates to the ESA, the original Slocum RFP was issued on February 1, 2022 in which ten (10) battery suppliers were invited to participate. In February 2023, the Company solicited updated pricing and equipment availability from conforming bidders to support the Project. Following this solicitation, the Company entered into detailed negotiations with Powin. The executed ESA is the result of those negotiations and is being submitted for Commission approval with this Application.
12. As it relates to the TA, the original Slocum RFP was issued on May 31, 2022, in which four (4) transformer suppliers were invited to participate. In February 2023, the Company solicited updated pricing and equipment availability to support the Project. Following this solicitation, the Company entered into detailed negotiations with PTTI. The executed TA is the result of those negotiations and is being submitted for Commission approval with this Application.
13. The RFP processes for the Project evaluated bids for both an EPCA and DSA to provide a full-wrap project. These RFP processes conformed to the Company's guidelines for RFPs and incorporated an assessment of both price and non-price factors. The bidding criteria utilized by the Company included, but were not limited to safety, prior battery energy storage engineering and construction experience, technical submittal information, project schedule, Michigan sourcing and services, major component sourcing, EPCA cost, and financial and credit requirements. The Company utilized scorecards that are consistent with these criteria.

14. The EPCA RFP issued on February 13, 2023 was a closed-bid event in which nine (9) EPCA providers were invited to participate. By the final due date of April 14, 2023, the Company received a total of three (3) proposals from three (3) qualified EPCA providers. Using the evaluation scorecard, the Company ranked the proposals and entered into detailed negotiations with Motor City. The executed EPCA is the result of those negotiations and is being submitted for Commission approval with this Application.
15. The DSA RFP issued on March 29, 2023 was a closed-bid event in which five (5) Developers were invited to participate. By the final due date of May 19, 2023, the Company received a total of five (5) proposals from four (4) qualified Developers. Using the evaluation scorecard, the Company ranked the projects, but did not enter into detailed negotiations with a Developer due to economic and non-economic factors that include, but are not limited to, non-conformance, concerns regarding the proposed project footprint, construction timeline, proposed storage technology, and safety qualifications.
16. In addition to the costs associated with the Contracts (ESA, EPCA, TA), the Project is anticipated to incur incremental costs related to development. Examples of incremental costs include, but are not limited to, quality assurance, construction and installation oversight, project engineering, interconnection upgrades, labor, and overheads (e.g., allowance for funds used during construction). These costs will seek approval through the Company's general electric rate cases.
17. Prior to factoring in any tax credits, the Project's total cost is estimated to be \$423MM-\$460MM per the table below:

Table 1

Filed Contracts	\$334MM
Additional Project Costs	\$89-\$126MM
Total (All-In)	\$423-\$460MM
<i>Total (\$/kW excluding AFUDC)</i>	<i>\$1,831-\$2,000</i>

The Project's costs are consistent with the \$400MM-\$500MM cost estimates provided in the 2022 IRP rebuttal testimony in Case No. U-21193¹. While the Project's cost of \$1,831-\$2,000/kW is higher than the 2021 National Renewable Energy Lab (NREL) Annual Technology Baseline (ATB) modeled in the 2022 IRP, these costs are aligned with the 2023 NREL ATB energy storage cost.

18. The Project is anticipated to qualify² for the 30% or about \$110MM ITC as well as an incremental 10% or approximately \$37MM bonus ITC given the Project's location within an "Energy Community" under the IRA because of its location in a census tract where a coal-fired power plant has closed since 2010. The estimated \$147MM of ITCs effectively reduce the Project's revenue requirement for customers. The IRA does include a provision that allows standalone energy storage projects that meet specific requirements, including getting permission from the MPSC, to elect out of the IRS Normalization requirements. At this time, the Company is assuming ITCs received for new energy storage projects will be transferred at a discount to reflect monetization costs associated with the transferability of tax credits.

¹ Case U-21193 Rebuttal Testimony of Justin Morren T7, p. 1813-1814

² A small portion of the Project's costs are anticipated to be ineligible for the ITC and include, but are not limited to, interconnection and distribution costs. DTE is estimating that these costs represent 20% of total project costs

19. The Project fulfills the energy storage capacity set forth in DTE Electric's IRP settlement agreement. The Company will be soliciting proposals for the third-party storage capacity set forth in the settlement agreement in 2024.
20. The ESA, EPCA, and TA contracts are reasonable and prudent based upon costs, timing, market conditions, North American Electric Reliability Corporation Critical Infrastructure Protection (NERC-CIP) guidelines. The Project with the contracts identified herein represents the highest scored pathway when compared to the other EPCA and project developer RFP results.
21. To enable procurement of the Project's longest lead-items, the Company is requesting Commission approval of the Contracts by March 15, 2024. Per the contract(s), if Commission approval is not received by within 90 days of this filing, or April 25, 2024, the pricing and schedule in the contract are no longer available, and Parties have the right to terminate. Recovery on and of the Project's capital construction costs will be requested in the Company's subsequent general rate cases. Project revenues associated with MISO Energy, Ancillary Services, and Capacity Markets will be credited to customers in Power Supply Cost Recovery (PSCR) cases.
22. In summary, based on my experience and the facts discussed above, the Contracts are the product of a competitive procurement process, are reasonable and prudent, and should be approved.

Further, Affiant sayeth not.

Terri L. Schroeder

Subscribed and sworn to before
me this 26th day of January 2024.

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

Exhibit A



ENERGY SUPPLY AGREEMENT

between

DTE Electric Company, as Buyer

and

POWIN, LLC, as Supplier

January 24, 2024

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19. [REDACTED]

20. [REDACTED]

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22. [REDACTED]

23. [REDACTED]

24. [REDACTED]

25. [REDACTED]

26. [REDACTED]

27. [REDACTED]

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* * * * *

ENERGY SUPPLY AGREEMENT

This ENERGY SUPPLY AGREEMENT (this “Contract”) is entered into as of January [24], 2024 (the “Effective Date”) by and between DTE Electric Company, a Michigan corporation (“Buyer”), and POWIN, LLC, a Delaware limited liability company (“Supplier”).

RECITALS:

WHEREAS, Buyer is developing an energy storage project located in Trenton, MI;

WHEREAS, Supplier is a supplier of utility-scale energy storage systems; and

WHEREAS, Buyer wishes to purchase from Supplier, and Supplier wishes to sell to Buyer, an energy storage system, for such project, in accordance with the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions

The following capitalized terms as used in this Contract shall have the meanings set forth below:

<u>Term</u>	<u>Meaning</u>
[REDACTED]	[REDACTED]

“Affiliate”

with respect to a specified entity, another entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or is

under common control with the entity specified. For purposes of this definition “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ability to exercise voting power, by contract or otherwise.

[REDACTED]

[REDACTED]

“Applicable Codes and Standards”

all national, state, and local engineering, environmental, construction, safety, and electrical generation codes and standards, applicable to the Work.

“Applicable Law(s)”

as amended from time to time, any act, statute, law, regulation, permit, license, ordinance, rule, judgment, order, decree, directive, guideline or policy (to the extent mandatory) or any similar form of decision or determination by, or any written interpretation or administration of, any of the foregoing by any Governmental Authority with jurisdiction over Supplier, the Project, the Project Site, or the performance of the Work.

“Backfeed Availability”

Buyer has made available sufficient backfeed power, including the ability to export energy from the ESS Equipment to the point of interconnection (or other agreed upon metered location) and to import energy at that same point of interconnection point.

“Business Day”

any day other than a Saturday, Sunday, U.S. federal holiday, or any other day on which banks are authorized to be closed in the state in which the Project is located.

“Buyer”

has the meaning set forth in the preamble, and includes such entity’s successors and permitted

assigns.

“Buyer’s Requirements”

Buyer’s corporate and cyber-security requirements

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Buyer-Furnished Equipment”

The equipment to be provided by Buyer [REDACTED]

[REDACTED]

[REDACTED]

“Buyer Representative”

means [REDACTED].

“Centipede”

Supplier’s proprietary, fully integrated modular energy storage system, comprised primarily of a Collection Segment and multiple Energy Segments, along with enclosures, hardware and software.

“Change in Law”

a change in Applicable Law or Applicable Codes and Standards promulgated after the Effective Date.

[REDACTED]

[REDACTED]

“Cold Commissioning”

The activities related to Commissioning, all of which can be conducted, on a Feeder Group by Feeder Group basis, prior to Backfeed Availability.

Cold Commissioning Commencement Date

for each Feeder Group, the date by which Buyer has achieved Feeder Group Installation Acceptance so that the ESS Equipment in the Feeder Group is ready for Cold Commissioning [REDACTED]

“Collection Segment”

the component of the Centipede that:
(a) interconnects multiple Energy Segments, and
(b) houses the DC disconnect cabinet, AC load panel, HVAC controls, fire panel, networking and communications equipment and controls.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Commissioning Certificate”

the certificate [REDACTED]

“Commissioning Commencement Date”

the date by which Buyer has achieved Installation Acceptance so that the ESS Equipment is ready for Supplier to commence Commissioning [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Contract”

this Energy Supply Agreement entered into by and between Buyer and Supplier [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Date of Delivery”

the date on which the ESS Equipment is Delivered.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Delivery”

with respect to ESS Equipment, means (a) Supplier has transported and delivered such ESS Equipment (or, as applicable, a particular portion of it) to the Delivery Location, and made the ESS Equipment available to Buyer (or its representatives or Other Contractors) for unloading, unpacking, and inspection, and (b) Buyer has issued (or been deemed to have issued) a “Delivery Acceptance Certificate” with respect to such ESS Equipment pursuant to Section 9(k).

“Deliver” and “Delivered” have correlative meanings.

“Delivery Acceptance Certificate”

the certificate [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Delivery Location”

(a) the location on the Project Site, as identified to

Supplier by Buyer prior the Site Readiness Date, for Delivery of the applicable ESS Equipment; or (b) the Alternate Delivery Location.

“Disclosing Party”

has the meaning set forth in Section 27(a).

[REDACTED]

[REDACTED]

“Effective Date”

has the meaning set forth in the preamble.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“ESS”

the energy storage system consisting of one or more Centipedes, that includes (a) the ESS Equipment, (b) Buyer-Furnished Equipment, and (c) Work for which Buyer is responsible [REDACTED]

“ESS Equipment”

the Energy Segments, Collection Segments, PCS/MVT Sets, and all other Supplier-provided equipment, supplies, software and other goods, [REDACTED]

[REDACTED]

“ESS Product Manual”

the manual [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Feeder Group Installation Acceptance”

has the meaning set forth in Section 13(c)(i).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Full Notice to Proceed”

Buyer’s written notice authorizing Supplier to start Work under this Contract, as further described in Section 3(b).

“Governmental Authority”

any national, state, municipal or local government (including any subdivision, court, administrative agency or commission or other authority thereof) exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Import Duties”

tariffs, import duties, customs fees, or other taxes, fees or charges payable upon the importation of the ESS Equipment into the United States.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Installation Acceptance”

has the meaning set forth in Section 13(d)(iii).

[REDACTED]

[REDACTED]

“Installation Manual”

the requirements and instructions for installing the ESS Equipment [REDACTED]

“Installation Requirements”

has the meaning set forth in Section 13(b).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Losses” has the meaning set forth in Section 26(a).

[REDACTED]

[REDACTED]

[REDACTED]

“MPSC” the Michigan Public Service Commission, and its successors and assigns.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Other Contractors”

contractors, consultants or suppliers engaged by or on behalf of Buyer to perform services (other than the Work), including operation and maintenance services, undertake works or provide materials or equipment at or to the Project Site, but excluding Supplier and any Subcontractors.

“Party”

Buyer or Supplier.

“Parties” has the correlative meaning.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“PCS/MVT Set”

One transformer and one inverter.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Project”

the energy storage power project being developed by Buyer.

[REDACTED]

[REDACTED]

“Project Site”

the real property upon which the Project is to be located, including the locations thereupon where ESS Equipment is to be incorporated into the Project [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Receiving Party”

has the meaning set forth in Section 27(a).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Senior Representative Negotiations”

has the meaning set forth in Section 34(b).

“Site Safety Plan”

Buyer’s *RFP Safety Handbook* [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Specifications”

the drawings, technical description of the Work, or packing instructions [REDACTED]

“Stack”

Supplier’s Stack800, [REDACTED]

“Standards of Practice”

those practices, methods, techniques and standards that are approved by leading companies in the energy storage system industry in the United States of America during the relevant time period (as such practices, methods, techniques and standards may be modified from time to time during such period) that, in the exercise of reasonable judgment in light of the

facts known (or that a qualified and prudent person should have known) at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with Applicable Law, Applicable Codes and Standards, good business practices, reliability, safety, and expedition. Standards of Practices are not intended to be limited to the optimum practice, method, but rather include a spectrum of acceptable practices, methods, techniques or standards taking into account the specific conditions at the time.

“Subcontract”

any agreement, written or oral, between Supplier and any Subcontractor.

“Subcontractor(s)”

any person or entity, that furnishes, pursuant to a Subcontract, labor, services, material, or equipment to Supplier for the performance of the Work or any portion thereof or for the supply of ESS Equipment to Supplier.

“Supplier”

has the meaning set forth in the preamble, and includes such entity’s successors and permitted assigns.

[REDACTED]

[REDACTED]

“Supplier Representative”

the individual appointed by Supplier as of the Effective Date.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Work”

all activities, services, and obligations to be performed and all ESS Equipment to be provided by or on behalf of Supplier under this Contract.

[REDACTED]

“Work Product”

has the meaning set forth in Section 11(c).

“Worksite”

any location or place on, under, in, or through which Work or any activities in connection with Work are to be performed, including, but not limited to manufacturing, production, fabrication, assembly, or storage facilities, offices, workshops, camps, or messing facilities and including the Project Site; *provided*, that Worksite shall not include any location, vessel or place used during transportation to and from Worksites.

- [REDACTED]
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[REDACTED]

3. [REDACTED] Notice to Proceed; Preparation for and Performance of the Work

[REDACTED]

[REDACTED]

[REDACTED]

(b) Full Notice to Proceed.

(i) Until Buyer issues Full Notice to Proceed, Supplier may not proceed with any work other than described in Section 3(a) Subject to Section 3(b)(iv), [REDACTED] Buyer may issue Notice to Proceed at any time, in its sole discretion.

(ii) Conditions Precedent to Full Notice to Proceed. Each Party's obligations under this Contract is subject to Buyer's fulfillment of the following conditions precedent and issuance of Full Notice to Proceed:

1. Conditions Precedent.

A. Buyer must have received written approval of this Contract in an order(s) from the MPSC that is in form and content reasonably satisfactory to Buyer (such approval, the "MPSC Approval");

B. Buyer must have received the applicable special land use or any other zoning approvals or variances from applicable Governmental Authorities to construct the Project, in a form and content reasonably satisfactory to Buyer ("Construction Approval"); together with MPSC Approval, the "NTP Approvals").

2. Full Notice to Proceed. Upon receipt of the NTP Approvals (or upon Buyer's waiver of one or both NTP Approvals), Buyer shall promptly issue Full Notice to Proceed.

3. If either of the NTP Approvals has not been received (or, for Construction Approval, extended as set forth below) within ninety (90) days of the date that Buyer submits this Contract to MPSC for written approval (such date, the "MPSC Submittal Date"), then Buyer shall deliver written notice to Contractor that one or both NTP Approvals has not been satisfied (or that Buyer is not willing to waive such NTP Approvals).

A. Upon delivery of any such notice by Buyer, either Party may terminate upon ten (10) days written notice ("Termination Notice").

B. upon delivery of a Termination Notice, the Agreement shall terminate and be null and void and each Party shall be released from all obligations as and to the extent set forth herein.

C. Notwithstanding anything to the contrary in the foregoing, within ninety (90) days of the MPSC Submittal Date, Buyer may also elect in writing to extend the time for the Construction Approval to be met, subject to Section 3(b)(iv). Such written election will include the new deadline for Construction Approval.

(iii) Except as otherwise expressly provided in Section 3(a), Contractor expressly understands that it is not authorized to commence any Work or incur any costs for the account of Buyer unless and until Buyer has issued Full Notice to Proceed.

(iv) Notwithstanding the foregoing (including any extension of the Construction Approval pursuant to Section 3(b)(ii)(3)(C)), Buyer's failure to issue Full Notice to Proceed [REDACTED]

(c) Supplier has fully informed itself with all matters relevant for the performance of the Work. [REDACTED]

(d) [REDACTED]

(e) Supplier shall perform the Work in conformity with this Contract, all Applicable Laws, all Applicable Codes and Standards, the Buyer's Requirements, and the Standards of Practice. Supplier has in place (or shall develop) and shall comply with procedures for quality control, quality assurance, and management that are consistent with the Standards of Practice for such items.

(f) Supplier is not relieved of any obligation under this Contract, by any review, approval, consent to progress, certificate, advice, and the like, provided (or omitted) by Buyer (whether in writing or not), or any inspection or witnessing of tests.

[REDACTED]

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[REDACTED]

[REDACTED]

4. Buyer Representative and Supplier Representative

(a) Buyer Representative.

- (i) Buyer has appointed Buyer Representative to represent Buyer in all matters under this Contract. Buyer may change its representative at any time and such change shall be effective upon written notice of such change to Supplier. Buyer Representative may delegate any responsibilities to another nominated deputy and such delegation shall be effective upon written notice of such delegation to Supplier. Only written instructions issued by Buyer Representative, or nominated deputy(ies), are binding on Buyer.
- (ii) Buyer Representative and individuals designated by them shall have access at all reasonable times to any Worksite.
- (iii) Except as expressly stated in this Contract, Buyer Representative has no powers to amend this Contract or to relieve Supplier from any of its obligations.

(b) Supplier Representative. Supplier has appointed Supplier Representative to represent Supplier in all matters under this Contract. Only Supplier Representative, or his or her nominated deputy, is authorized to receive on behalf of Supplier notifications, information and decisions of Buyer under this Contract.

5. Cooperation with Others; Project Site Access

- (a) Cooperation. Buyer and Other Contractors may be working at the Project Site during the performance of this Contract and Supplier's Work or use of certain facilities may be interfered with as a result of such concurrent activities. Supplier shall reasonably cooperate with Buyer and Other Contractors and coordinate its activities on the Project Site with the work of each such party to avoid or mitigate possible interference with Supplier's Work.
- (b) Site Access. Buyer shall provide reasonable access to Supplier to the Project Site as necessary for Supplier to perform the Work. Supplier shall coordinate and cooperate with Buyer regarding entry onto the Project Site, and shall comply with Standards of Practice, Applicable Codes and Standards, Applicable Laws [REDACTED], and the Site Safety Plan. Buyer shall make commercially reasonable efforts to coordinate with and minimize interference with operations by Supplier and its Subcontractors at the Project Site according to the schedule contemplated for such performance.

6. Standards, Codes and, Data Protection

- (a) Wherever references are made in this Contract to Applicable Codes and Standards, the edition or revision of the Applicable Codes and Standards current on the date such Work is to be performed shall apply unless otherwise expressly stated. [REDACTED]
- (b) Supplier shall conduct a detailed background investigation on all Supplier personnel it plans to use for purposes of performing any Work and promptly provide to Buyer the results of such background investigation(s) prior to such person's performance of such Work.
- (c) Supplier shall use only competent and skilled personnel to perform the Work. Supplier shall remove from the Project Site and from the performance of the Work any person reasonably determined by Buyer to be unfit, unqualified, or to be acting in violation of any obligation of Supplier under this Contract. In addition, Buyer may, at its sole but reasonable discretion, deny access to the Project Site to any person. [REDACTED].
- (d) In the event a person is removed from the Work or excluded from the Project Site, Supplier shall promptly replace such individual with another who is fully competent and skilled to perform the Work. [REDACTED]

(e) Supplier is responsible for maintaining labor relations in such manner that there is harmony among workers and shall comply with and enforce Project Site procedures, regulations, work rules, and work hours established by Buyer.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

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13. Technical Support; Training; Installation; Installation Acceptance

- (a) Supplier shall in accordance with the Project Schedule provide such training to Buyer's personnel [REDACTED]
- (b) Buyer (itself or through Other Contractors) shall be solely responsible for the installation of the ESS Equipment and Buyer-Furnished Equipment in accordance with the Installation Manual, Specifications, all Applicable Law, and Standards of Practice (the "Installation Requirements"). Buyer is responsible for all other work including civil, engineering, interconnect, and permitting relating to the Project other than the Work.

■ [REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

(d) Installation Acceptance

(i) Upon Buyer's completion of installation in accordance with the Installation Requirements and meeting the requirements set forth in Section 13(d)(ii), Buyer shall provide Supplier with a written notice of such completion (such notice, the "Notice of Installation Completion").

(ii) Supplier, [REDACTED] receipt of a Notice of Installation Completion, shall review Buyer's installation work and either accept or reject the Notice of Installation Completion. Supplier's approval of Buyer's Notice of Installation Completion shall not be unreasonably delayed, conditioned, or withheld. [REDACTED]

(iii) Supplier shall accept the Notice of Installation Completion if the following requirements are met to Supplier's reasonable satisfaction:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

14. Commissioning

- (a) After the Installation Acceptance Date, Supplier shall promptly commence and diligently continue to complete Commissioning [REDACTED]
- (b) Commissioning is reliant on Buyer having achieved Installation Acceptance.
- (c) In parallel with its verification of Installation Acceptance, Supplier shall ensure that the ESS Equipment is electrically and mechanically checked and verified as operational by Supplier’s qualified field technicians.
- (d) Completion of Commissioning. When Supplier considers the criteria for Commissioning to have been met, Supplier shall provide Buyer a completed Commissioning Checklist [REDACTED] and so notify Buyer in writing. [REDACTED] Buyer shall either (i) deliver to Supplier the Commissioning Certificate or (ii) advise Supplier in writing that Commissioning has not been achieved, including advising Supplier of any omissions for which Supplier is responsible or of any other reason why the requirements of Commissioning have not been met. [REDACTED] Supplier shall correct such omission, and the foregoing notice procedure shall be repeated until Buyer issues a Commissioning Certificate confirming that the requirements for Commissioning have been met; [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(b) Final Acceptance. When Supplier considers that the criteria for Final Acceptance have been met, Supplier shall so notify Buyer in writing. Within ten days thereafter, Buyer shall either (i) deliver to Supplier the Final Acceptance Certificate or (ii) advise Supplier in writing that Final Acceptance has not been achieved

[REDACTED]

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31. Compliance

- (a) Supplier represents that it is familiar with and shall strictly comply with all Applicable Laws in effect at the time the Work under this Contract is performed. Supplier shall notify Buyer in writing of any material breaches of Applicable Laws related to the performance of this Contract and shall remedy (or cause its Subcontractors to remedy) any non-compliance immediately. Without limiting the generality of the foregoing, Supplier hereby represents as of the Effective Date that it is capable of fully performing its obligations under this Contract in accordance with its terms [REDACTED]
- (b) Supplier further warrants that all Work shall be in strict compliance with all Applicable Laws and Applicable Codes and Standards at the time of Delivery of the ESS Equipment and at the time of performance of the Work. Supplier shall execute and deliver to Buyer any documents as may be required to effect or to evidence such compliance. In the event that any ESS Equipment is, or is likely to be, subject to any restriction arising from such Applicable Laws or Applicable Codes and Standards, Supplier shall promptly notify Buyer in writing and Supplier shall take any and all necessary actions to ensure that the ESS Equipment supplied strictly conform to all Applicable Laws [REDACTED]

32. Export Compliance with United States Export Controls

- (a) The Parties recognize that Buyer may be subject to the export regulations of the United States of America regarding export and re-export of certain commodities, software, and technology from the United States. Supplier agrees that it shall not export or re-export, either directly or indirectly, any information or data received from Buyer in connection with the performance under this Contract to any country in contravention of said export regulations, or which, if done by Buyer, would violate the laws of the United States of America.
- (b) Supplier represents that it is not (and that its Subcontractors are not) a “Restricted Party”, which for the purposes of this Contract shall be deemed to include any person or entity that is:
 - (i) a national of, located in, or organized under the laws of Cuba, Iran, North Korea, Sudan or Syria;
 - (ii) named on the Treasury Department list of Specially Designated Nationals; the Commerce Department Denied Persons List or Entity List; the State Department Debarred Parties List; or the General Services Administration Excluded Parties List System;
 - (iii) subject to nonproliferation sanctions under the laws of the United States;

- (iv) designated as an institution of primary money laundering concern;
- (v) engaged in activities involving nuclear weapons materials, missile or rocket technologies, or the proliferation of chemical or biological weapons;
- (vi) part of or affiliated with any non-U.S. military or paramilitary organization;
or
- (vii) owned or controlled by any non-U.S. government.

(c) Supplier shall promptly notify Buyer if it becomes a Restricted Party.

33. Health and Safety

Supplier shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (1) employees of Supplier and Subcontractors performing Work; and (2) Supplier's ESS Equipment, under the care, custody, and control of Supplier or its Subcontractors.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

35. Governing Law

Unless otherwise agreed, this Contract shall be governed by and construed in accordance with the laws of the state of Michigan, without regard to principles of conflicts of laws. IN ACCORDANCE WITH SECTION 6 OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (“UN CONVENTION”), THE PARTIES AGREE THAT THE UN CONVENTION SHALL NOT APPLY TO THIS CONTRACT.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

38. Independent Contractor

Neither Supplier, nor any Subcontractors, nor their respective employees or agents shall be treated as or deemed to be an agent, representative or employee of Buyer in the performance of this Contract. Supplier shall at all times be an independent contractor and

shall have sole responsibility for and control over the details and means for performing the Work. Supplier covenants and agrees that in the performance of the Work, neither Supplier nor its Subcontractors shall perform any act or make any representation to any person to the effect that Supplier, or any of its agents, representatives or Subcontractors, or any of their respective employees, agents or representatives is an employee, agent, or representative of Buyer.

39. Subcontracting

- (a) Supplier may delegate its duties and performance under this Contract to Subcontractors having the required skills, experience, and capacity necessary to perform the Work in a timely and professional manner, all in accordance with the requirements of this Contract. Supplier guarantees that work by any of its Subcontractors shall conform with the terms of this Contract.

- (b) Notwithstanding the subcontracting of any portion of the Work by Supplier, Supplier shall remain primarily and fully responsible for the complete, proper and safe performance of the Work in strict conformity with the requirements of this Contract. Supplier shall be liable for any and all acts and omissions of its Subcontractors and their respective employees. Nothing contained in this Contract may be construed as imposing any obligation or liability on the part of Buyer toward the Subcontractors.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

42. **No Waiver**

- (a) Neither Party's failure to enforce any provisions of this Contract shall in any way be construed as a waiver of such provisions nor in any way affect the rights of that Party thereafter to enforce any such provisions. No waiver by a Party of any default of the other Party hereunder shall constitute a waiver of any subsequent default, whether or not the subsequent default is of a similar or different nature. Any waiver by a Party under this Contract must be in writing and signed by the Party's representative to be effective.
- (b) None of the following shall operate as, or be deemed to be, a waiver or release of Supplier's obligations under this Contract:
 - (i) Failure by Buyer to insist upon strict performance of any terms or conditions of this Contract;
 - (ii) Failure or delay to exercise any rights or remedies provided herein or by Applicable Law;
 - (iii) Failure to dispute any invoice;
 - (iv) Failure to properly notify Supplier in the event of breach of any obligation;
 - (v) The acceptance of or payment for any portion of the Work;
 - (vi) The review or failure to review any Supplier submissions;
 - (vii) Any inspection or test by Buyer or the failure to inspect or test any aspect of the Work; and
 - (viii) The termination either in whole or in part of the Work under this Contract.
- (c) The remedies provided to Buyer are not mutually exclusive and Buyer's exercise of any remedy or remedies shall not prevent Buyer from exercising any other remedy or remedies it has under this Contract or at law.

43. Miscellaneous

- (a) Survival: Notwithstanding the completion of the Work, or the earlier termination of this Contract, the Parties shall continue to be bound by the provisions of this Contract which by their terms or by their nature shall survive such completion or termination, including but not limited to the provisions of [REDACTED]

[REDACTED] Section 32, *Export Compliance with United States Export Controls*; Section 34, [REDACTED] *Governing Law*; Section 40, [REDACTED] *No Waiver*; and Section 41, *Miscellaneous*.

- (b) Entire Agreement: This Contract shall constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes any other agreements or statements pertaining to the same subject matter. The Parties shall not be bound by any statement, representation, promise, inducement, or understanding of any kind not set forth in this Contract. No change, amendment, or modification of any of the provisions of this Contract or waiver of any of the provisions shall be effective unless in writing and signed by the Parties. No acknowledgment form or other form of Supplier containing terms and conditions submitted by Supplier shall have the effect of modifying the terms and conditions hereof.

- (c) Federal Requirements Schedule:

- (i) Buyer, as a federal contractor, requires that Supplier agree to be bound by and comply with the following clauses which are incorporated by reference herein and have the same force and effect as if set forth in full text.

1. The following Federal Acquisition Regulation (“FAR”) and Code of Federal Regulations (“CFR”) clauses, as amended, are incorporated by reference in these Terms and Conditions unless Supplier is exempt thereunder: Equal Opportunity, FAR 52.222-26 (applies to all orders) and 41 CFR 60.1.4; Prohibition on Segregated Facilities, FAR 52.222-21 (applies to all orders); Anti-Kickback Procedures, FAR 52.203-7 (applies to all orders over \$100,000); Restrictions on Subcontractor Sales to the Government, FAR 52.203-6 (applies to all orders); Anti-kickback Procedures FAR 52.203-7 (applies to orders of \$150,000 or more); Combat Trafficking in Persons, FAR 52.222-50 (applies to orders of \$500,000 or more), Equal Opportunity for Veterans, FAR 52.222-35 (applies to orders of \$150,000 or more); Equal Opportunities for Workers with Disabilities, FAR 52.222-36 (applies to orders of \$15,000 or more) and Privacy Training, FAR 52-224-3 (applies if Suppliers (or subcontractor’s) employee(s) will have access to personally identifiable information (PII) or a system of records on

individuals). To the extent not exempt, Supplier shall abide by the requirements of 41 CFR 60-300.5(a) (applies to orders of \$100,000 or more) and 60-741.5(a) (applies to orders of \$10,000 or more). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities. The terms “Contractor,” “Government” and “Contracting Officer” as used in the FAR clauses shall be deemed to refer to “Supplier,” “Buyer” and “Buyer Representative”, respectively.

2. Except to the extent that the Agreement is exempt from any of these requirements, Supplier agrees to be bound by and comply with the clauses set forth at 48 CFR 52.219-8 (Utilization of Small Business Concerns) and 48 CFR 52.219-9 (Small Business Subcontracting Plan) (only if the Agreement exceeds \$700,000 and if Buyer requests submission of a Small Business Subcontracting Plan).

■ [REDACTED]

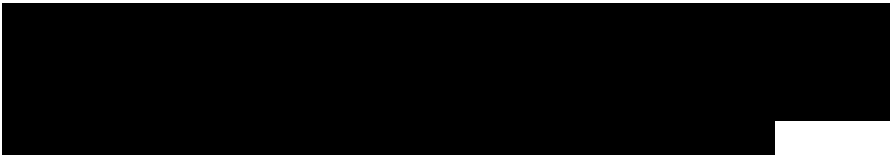
[REDACTED]


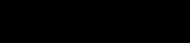
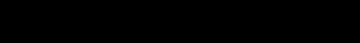

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



- (d) Headings: Titles and headings are for convenience of reference only. They shall not be taken into consideration in interpreting this Contract.
- (e) Language: The language to be used in all documents comprising or relating to this Contract and in all other communications relating to this Contract shall be English, unless otherwise required in writing by Buyer.
- (f) The Parties retain their rights and remedies under Applicable Laws, subject to any provisions in this Contract that provide otherwise.
- (g) This Contract may be signed in any number of counterparts, all of which constitute a single instrument. Delivery hereof may be performed by electronic transmission of scanned signature pages.
- (h) References to Articles, Sections  unless otherwise indicated, to Articles of, Sections of  this Contract. 

- (i) As used in this Contract, the masculine gender shall include the feminine and neuter and the singular number shall include the plural, and vice versa unless the context requires otherwise.
- (j) Unless expressly stated otherwise, references to a person or entity includes its successors and permitted assigns and, in the case of a Governmental Authority, any Person succeeding to its functions and capacities.
- (k) As used in this Contract, references to “days” shall mean calendar days, unless the term “Business Day” is used. If the time for performing an obligation under this Contract expires on a day that is not a Business Day, the time shall be extended until that time on the next Business Day.
- (l) As used in this Contract, where a word or phrase is specifically defined, other grammatical forms of such word or phrase have corresponding meanings; the words “herein,” “hereunder” and “hereof” refer to this Contract, taken as a whole, and not to any particular provision of this Contract; “including” means “including, for example and without limitation,” and other forms of the verb “to include” are to be interpreted similarly; and the word “or” is not exclusive.
- (m) As used in this Contract, all references to a given agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such

reference is made. Any term defined or provision incorporated in this Contract by reference to another document, instrument or agreement shall continue to have the meaning or effect ascribed thereto whether or not such other document, instrument or agreement is in effect.

- (n) Notice: All notices or other communications under this Contract must be in English and in writing, and:
 - (i) delivered by hand;
 - (ii) sent by prepaid courier;
 - (iii) sent by certified mail; or
 - (iv) sent by email with confirmation of receipt by response email

Notices to Buyer shall be sent to:

[Redacted]

[Redacted]

With copy to:


[Redacted]

DTE Energy
Office of General Counsel, [Redacted]
One Energy Plaza
1500 WCB
Detroit, MI 48226

Notices to Supplier shall be sent to:

Powin, LLC
20550 SW 115th Avenue
Tualatin, OR 97062
[Redacted]

With copy to:

Powin, LLC
20550 SW 115th Avenue
Tualatin, OR 97062
Attn.: Legal Department


[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Contract in the spaces provided below, effective as the Effective Date.

Buyer: DTE Electric Company

Supplier: Powin, LLC

By:  _____

By: _____

Print: Jerry Norcia

Print: Jeff Waters

Title: Chairman & CEO

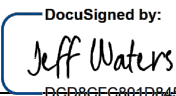
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Contract in the spaces provided below, effective as the Effective Date.

Buyer: DTE Electric Company

Supplier: Powin, LLC

By: _____

By:  _____
DocuSigned by:
Jeff Waters
B6B86FG884D8452...

Print: Gerardo Norcia

Print: Jeff Waters

Title: Chairman and CEO

Title: Chief Executive Officer

Exhibit B



BESS ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT

BETWEEN

DTE ELECTRIC COMPANY

AND

MOTOR CITY ELECTRIC UTILITIES CO.

AS CONTRACTOR

This BESS Engineering, Procurement, and Construction Agreement (“Agreement”) is entered into as of January __, 2024 (“Effective Date”) by and between DTE Electric Company, whose principal address is One Energy Plaza, Detroit, Michigan 48226 (“DTE” or “Owner”) and Motor City Electric Utilities Co. whose principal address is 9440 Grinnell Street, Detroit, Michigan 48213 (“Contractor”) and sets forth the terms and conditions for any Work being performed by the Contractor.

RECITALS

- A. DTE desires to own and operate the Project.
- B. Contractor is a full-service engineering, procurement, and construction company with the financial and technical capabilities to provide services as described herein, including, but not limited to, engineering, procurement of material not provided by DTE, project and construction management, construction and installation, commissioning, testing and training as to its operation and maintenance.
- C. Contractor has received, reviewed, and understands DTE’s requirements for battery energy storage systems as contained herein.

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

ARTICLE 1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

ARTICLE 2
DEFINITIONS

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

“Agreement” shall have the meaning set forth in the Preamble.

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

“Applicable Permits” shall mean all permits, waivers, authorizations, or licenses issued or required to be issued by any federal, state, county, local, or other governmental body, agency, or authority having jurisdiction over the Project and/or performance of the Work. [REDACTED]
[REDACTED]
[REDACTED]

“Auxiliary Power” shall mean Contractor has prepared the Site for the delivery of the BESS Equipment by satisfying the installation requirements [REDACTED].

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

“BESS Equipment” means the equipment supplied by the BESS Supplier.

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

“BESS Supplier Requirements” means the BESS Supplier’s [unloading, storage, transportation,] installation, operation, maintenance, warranty and other requirements [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 [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, or intent of the Work, including without limitation any such addition, deletion, or other

modification that constitutes a material change to the Scope of Work or other provision contained herein.

“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 Effective Date.

“Code” means the Internal Revenue Code of 1986, as amended.

[REDACTED]

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

“Contract Documents” shall mean this Agreement, the Submittals, and any amendments thereto.

[REDACTED]

“Contractor” has the meaning set forth in the Preamble.

[REDACTED]

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

[REDACTED]

“DTE” shall have the meaning set forth in the Preamble.

[REDACTED]

“DTE Permits” shall mean those permits that are identified as the responsibility of DTE [REDACTED].

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

“Effective Date” shall, [REDACTED] 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 [REDACTED] any additional documents identified and provided to Contractor prior to the Effective Date by DTE that were prepared pursuant to any Environmental Laws and that are applicable to the Work.

[REDACTED]

“FERC” shall mean the Federal Energy Regulatory Commission.

“Final Completion” shall be deemed to have occurred when (a) conditions [REDACTED]; (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, all in accordance with Section 10.3.

“Final Completion Certificate” shall mean the certification as provided [REDACTED] the criteria for Final Completion to be achieved by Contractor as contemplated by Section 10.3 and this Agreement.

“Final Completion Date” shall have the meaning set forth in Section 10.3

[REDACTED]

“Gold Shovel Certified” is a certification confirming Contractor understands Gold Shovel standards in an effort to reduce the damages to underground utility infrastructure [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 matter in question.

[REDACTED]

“Interconnection Requirements” means the Michigan Electric Utility Generator Interconnection Requirements, Category 5 Projects filed with the MPSC, DTE Electric Company SIMS Manual for Metering Guidelines, as modified from time to time, ITC Operating Guides, ITC Metering Guidelines, MISO Generation Interconnection Procedures, any other documents adopted by the Company, ITC or MISO relating to the interconnection and operation of generators and

transmission systems as amended from time to time, and any successors thereto and any and all applicable law or regulation regarding interconnection, including, without limitation, those requirements [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.

[REDACTED]

“Major Subcontractor” shall mean any subcontractor, supplier, vendor or other service provider of Contractor as well as any subcontractor, supplier, vendor or other service provider of such subcontractor, supplier, vendor or other service provider retained by such subcontractor with a contract or purchase order issued by Contractor [REDACTED].

[REDACTED]

[REDACTED]

[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.

[REDACTED]

[REDACTED]

“MPSC” shall mean Michigan Public Service Commission.

“NERC” shall mean North American Electric Reliability Corporation

[REDACTED]

[REDACTED]

[REDACTED]

“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.

[REDACTED]

“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 [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 48(a)(9)(B)(iii) of the Code or Section 48E(a)(2)(B)(ii)(III) of the Code, as applicable, 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).

“Project” shall mean the BESS Facility, the substation, and transmission interconnection point to be constructed consistent with this Agreement.

[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.

[REDACTED]

[REDACTED]

[REDACTED]

“Regulatory Delay” means a delay in the issuance of any Governmental Approval or of any interconnecting utility approval that is not attributable to acts by or omissions of the Contractor and impacts activities in the Project Schedule that makes it impossible or impracticable for the Project to achieve Substantial Completion on or before the Guaranteed Substantial Completion Date.

“SCADA” shall mean Supervisory Control and Data Acquisition systems used to monitor and control a plant or equipment, including the Project.

“Scope of Work” shall mean the written document, [REDACTED] describing the Work to be performed hereunder by Contractor [REDACTED].

“Site” shall mean that area or areas where the materials and equipment for the Project [REDACTED] shall be installed and/or used to perform the Work.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Specifications” shall mean such references, materials, methods, design and engineering requirements, safety requirements and other such standards of workmanship and materials [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 [REDACTED].

“Substantial Completion” or “Substantially Complete” shall mean the conditions [REDACTED] have been achieved and the Substantial Completion Certificate, has been signed and delivered by the Contractor and DTE, all in accordance with Section 10.2.

“Substantial Completion Certificate” shall mean the certification as provided in accordance [REDACTED] providing the criteria for Substantial Completion to be achieved by Contractor as contemplated by Section 10.2 and this Agreement.

[REDACTED]

[REDACTED]

“Tax Credits” shall mean any of (i) the energy investment tax credit available pursuant to Section 48 of the Code, and (ii) the clean electricity investment tax credit available pursuant to Section 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 and in accordance with Prudent Industry Practice, provided, however, that in the event of any conflict between the requirements of this Agreement, 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 with respect to such equipment. Contractor shall perform the Work in accordance with all site access and personnel requirements [REDACTED], with all workmanship and safety requirements [REDACTED], with the scope of work [REDACTED], in accordance with the utility easements [REDACTED], in accordance with all Specifications [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. 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]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.4.2 Progress Reports and Meetings.

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

3.4.2.2 During the construction phase of the Work, Contractor will schedule regular meetings with DTE at least weekly to review the Project Schedule and any other items related to the construction of the Project.

3.5 Project Implementation

[REDACTED]

3.5.2 Permit Submittal. Following DTE’s approvals as required under Section 3.4.1 [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 in accordance with the Contract Documents. The construction will be performed by Contractor and/or one or more licensed Subcontractors qualified to perform the Work. The construction will be performed in accordance with all Applicable Laws and Applicable Permits, the BESS Supplier Requirements, the Interconnection Requirements, and all manufacturer requirements for the maintenance of all applicable warranties. [REDACTED]

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 by the Contract Documents. Contractor shall provide for the handling of equipment and Materials and construction equipment, including, as necessary, visual inspection and, receiving and unloading.

[REDACTED]

[REDACTED]

[REDACTED]

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 No longer than 30 days past the Effective Date, Contractor shall develop a Quality Control Plan that shall be reviewed by DTE and submitted by Contractor [REDACTED]. DTE shall review and respond to each submission by Contractor in an effort to finalize the Quality Control Plan as quickly as reasonably possible. Such procedure shall be repeated as necessary until DTE approves the submitted Quality Control Plan.

[REDACTED]

3.5.3.8 Contractor will be responsible for initiating and maintaining safety precautions and programs in connection with its construction of the Project. Contractor will take

reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (i) employees of Contractor and Subcontractors performing Work under this Agreement; (ii) Contractor's property and other materials to be incorporated for the Project, under the care, custody, and control of Contractor or its Subcontractors; and (iii) the Site or other property at or adjacent to the Site not designated for removal, relocation, or replacement during the course of construction. For any personnel working on Site, whether Contractor employee or contractor or Subcontractor employee or contractor, [REDACTED].

[REDACTED]

[REDACTED]

[REDACTED]

3.6 Independent Review by DTE

Neither independent review of the construction by DTE or any Owner's Contractor (including BESS Supplier) nor any approval provided by DTE or any Owner's Contractor (including BESS Supplier) under this Agreement shall relieve Contractor of any of its obligations or responsibilities hereunder.

3.7 Assistance to DTE in Dealings with Governmental Authorities

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

3.8 Tax Credit Matters

DTE intends the Project to qualify for full bonus Tax Credits under Section 45(b)(6)(A) or Section 48(a)(9) of the Code, as applicable, and intends to satisfy the Prevailing Wage and Apprenticeship Requirements with regard to the Project. Accordingly, Contractor shall comply with the Prevailing Wage and Apprenticeship Requirements in the performance of the Work; [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.9 Assistance with Other Contractors

3.9.1 Contractor acknowledges that concurrently with the performance of the Work under this Agreement as indicated on the Project Schedule or otherwise by Owner, Owner's Contractors (including, without limitation, the BESS Supplier) will be supplying, constructing, installing, commissioning and testing other aspects of the Project on behalf of Owner pursuant to their respective separate contracts. Contractor shall cooperate with Owner and such Owner's contractors coordinate the performance of its Work to minimize any interference with the work of the Owner's Contractors and to ensure the achievement of the Work [REDACTED]

[REDACTED]

[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. [REDACTED]

[REDACTED], [REDACTED] The Contractor shall provide a SCADA system that supports industry standard data interface protocols (OPC, Modbus, DNP etc.)

4.2 Contractor Assistance

DTE shall also execute the following:

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

[REDACTED]

[REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] forty
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] twelve million one
[REDACTED]
[REDACTED]

[REDACTED]
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[Redacted]

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[Redacted]

[Redacted]

[Redacted]	[Redacted]	[Redacted]
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[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[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, [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.

[REDACTED]

[REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 10
PUNCHLIST, SUBSTANTIAL COMPLETION, AND FINAL COMPLETION

10.1 Punchlist

At all times during performance of the Work, Contractor shall maintain a list setting forth parts of the Work which remain to be performed in order to confirm that the Work fully complies with the terms of this Agreement [REDACTED]. Contractor shall promptly provide a copy of such list to DTE upon request. [REDACTED] Contractor shall prepare and submit to DTE, the comprehensive list

of items to be completed for the Project to reach Final Completion (“Punchlist”). DTE shall [REDACTED] following receipt of such Punchlist, either (i) provide written approval of the Punchlist to Contractor or (ii) if reasonable cause exists for doing so, notify Contractor in writing that such Punchlist is insufficient, stating in detail the reasons therefor. [REDACTED]

[REDACTED]. Contractor shall promptly consult with DTE in revising the Punchlist following Contractor’s receipt of any comments, and upon completion of such action, Contractor shall issue another proposed Punchlist to DTE. Such procedure shall be repeated as necessary until DTE approves the Punchlist. For items on the Punchlist [REDACTED]

10.2 Substantial Completion.

When Contractor believes it has achieved Substantial Completion, it shall deliver to DTE, a completed Substantial Completion Certificate. DTE shall, [REDACTED] following receipt of such notice, either (i) deliver to Contractor a countersigned Substantial Completion Certificate indicating its acceptance of the achievement of such milestone, or (ii) if reasonable cause exists for doing so, notify Contractor in writing that such milestone has not been achieved, stating in detail the reasons therefor. [REDACTED] DTE fails to deliver a countersigned Substantial Completion Certificate or notice that Substantial Completion has not been achieved [REDACTED]

[REDACTED]. If DTE delivers the notice under the preceding clause (ii), Contractor promptly shall take such action, including the performance of additional Work to achieve such milestone, and upon completion of such actions, Contractor shall issue to DTE, another notice with respect to such milestone pursuant to this subsection. Such procedure shall be repeated as necessary until such milestone has been achieved. For all purposes of this Agreement, the date of achievement of Substantial Completion (the “Substantial Completion Date”) shall be the date on which the last of the conditions for achievement of Substantial Completion was satisfied, as set forth in the Substantial Completion Certificate countersigned by DTE.

10.3 Final Completion.

When Contractor believes that it has achieved Final Completion, it shall deliver to DTE, a completed Final Completion Certificate. DTE shall [REDACTED] following receipt of such certificate, either (i) deliver to Contractor a countersigned Final Completion Certificate indicating its acceptance of the achievement of such milestone, or (ii) if reasonable cause exists for doing so, notify Contractor in writing that such milestone has not been achieved, stating in detail the reasons therefor. If [REDACTED] DTE fails to deliver a countersigned Final Completion Certificate or notice that Final Completion has not been achieved [REDACTED]

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

shall be the date on which the last of the conditions for achievement of Final Completion was satisfied, as set forth in the Final Completion Certificate countersigned by DTE. [REDACTED]

ARTICLE 11
REPRESENTATIONS AND WARRANTIES

11.1 Each Party warrants and represents to the other that:

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

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

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

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

11.2 Contractor warrants and represents to DTE that:

11.2.1 Contractor has examined and carefully reviewed this Agreement;

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

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

11.2.4 Contractor has carefully reviewed, studied and analyzed the Project Schedule, Specifications, the Interconnection Requirements, the BESS Supplier Requirements, Contractor's own design, procurement, and construction capabilities and capacities, and the likely availability of materials required for completion of the Work, and the schedules and

availabilities of transportation resources to the Site, and that Contractor is capable of meeting the Project Schedule [REDACTED] and Contractor has all the required skills and capacity necessary to perform or cause to be performed the Work in a timely and professional manner, utilizing sound engineering principles, project management procedures and supervisory procedures, all in accordance with this Agreement and Prudent Industry Practice; and

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

ARTICLE 12
KEY PERSONNEL AND SUBCONTRACTORS

12.1 Key Personnel

12.1.1 The “Key Personnel” assigned to the Project [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:

[REDACTED]

[REDACTED]

[REDACTED]

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. [REDACTED]
[REDACTED] 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 [REDACTED]. [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] [REDACTED]

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

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

[REDACTED]
[REDACTED]
[REDACTED]

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.

[REDACTED]
[REDACTED]

[REDACTED] [REDACTED]

[Redacted text block]

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[REDACTED]

ARTICLE 18
SECURITY INTEREST; TITLE; RISK OF LOSS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

If to DTE:

with a copy to:

DTE Electric Company
One Energy Plaza, 1635 WCB
Detroit, MI 48226

Attention: [REDACTED]

Fax: [REDACTED]

If to Contractor:

Motor City Electric Utilities Co
9440 Grinnell St.

Detroit, MI 48213

Attention: [REDACTED]

Fax: [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.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

20.13 Public Announcements

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

20.14 Cooperation

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

20.15 No Rights in Third Parties.

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

[REDACTED]

[REDACTED]

[REDACTED]

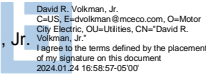
20.17 Drafting Ambiguities

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] hereto.

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

CONTRACTOR:

MOTOR CITY ELECTRIC UTILITIES CO.

By:  David R. Volkman, Jr.
David R. Volkman, Jr.
C:\US_E\svolkman@mcuco.com, O=Motor
City Electric, OU=Utilities, CN=David R.
Volkman, Jr.
I agree to the terms defined by the placement
of my signature on this document
2024.01.24 16:58:57-05:00

Name: David R. Volkman, Jr.

Title: Senior Vice President

DTE:

DTE ELECTRIC COMPANY

By: 

Name: Gerardo Norcia

Title: Chairman & CEO

Exhibit C

Vendor Name & Address:

Contact Person: [REDACTED]
Vendor Number: [REDACTED]

PENNSYLVANIA TRANSFORMER
TECHNOLOGY INC
30 CURRY AVE
CANONSBURG PA 15317

Purchase Order Information:

Purchase Order Number: 4701787235
Purchase Order Date: 06/15/2023
Contract Number: Not Applicable

Delivery Address:

Trenton Channel Power Plant
4695 West Jefferson Ave.
Trenton MI 48183

Company Buyer:

Buyer: Jonathan F Pierce
Phone: 313-235-5322
Fax:
Email: JONATHAN.PIERCE@DTEENERGY.COM

Bill to Address:

DTE ACCOUNTS PAYABLE
PO BOX 44440
DETROIT MI 48244-0440

[REDACTED]
Terms of Delivery: FCA DTE SPECIFIED ORIGIN COLLECT

Shipping Instructions: To arrange shipment: 1) Go to www.dtefreight.com for instructions; 2) IMPORTANT -provide Seller DTE Vendor Number, the Purchase Order number and DTE Company Name, located in the Purchase Order header. 3) For route guide assistance, contact 866-5700-DTE. If Seller fails to comply with these shipping instructions, Seller shall be responsible for payment of any excess transportation costs and/or administrative fees. All shipments must be accompanied by a detailed packing slip indicating the Purchase Order number.

All material packages or items weighing 50 pounds or more must include the weight clearly marked on the outside of the package or item. Failure to mark weights on packages or items of 50 pounds or more may subject Seller to rejection of shipment or deduction of associated cost to weigh and label, at Company's discretion.

Shipper is required to provide a forecast and advanced shipping notice.

Pallets shall conform to National Wooden Pallet and Container Association (NWPCA) Specification and Grades for Hardwood Warehouse Permanent or Returnable Pallets, 42" x 42", NWPCA type 2..

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

Change Order #1 05.12.2023

This Agreement is in addition to the Solar, 2023 Slot Agreement between DTE and PTTI, which Agreement remains in effect in accordance with its terms.

[REDACTED]

All other terms and conditions remain the same.
This is the end of Change Order #1

This Purchase Order ("Purchase Order") is between DTE Electric Company ("Company") and Pennsylvania Transformer Technology Inc, a Corporation of the state of Pennsylvania with its principal office located at 30 Curry Ave Canonsburg, PA 15317 ("Seller"). This Purchase Order sets forth the terms and conditions between Company and Seller for Seller to provide the Material specified below.

ARTICLE 1. CONTACTS:

1.1 Company Representatives:

1.1.1 Buyer: [REDACTED]
Phone Number: [REDACTED]
Email: [REDACTED]

1.1.2 Project Manager: [REDACTED]
Phone Number: [REDACTED]
Email: [REDACTED]

1.1.3 Contract Manager: [REDACTED]
Phone Number: [REDACTED]
Email: [REDACTED]

1.2 Seller Representatives:

1.2.1 Seller Contact: [REDACTED]
Phone Number: [REDACTED]
Email: [REDACTED]

ARTICLE 2. CONTRACT DOCUMENTS:

All Contract Documents are incorporated herein. It is Seller's responsibility to have in its possession, be knowledgeable of and adhere to all Contract Documents. All Material shall be provided in accordance with the following Contract Documents:

[REDACTED]

ARTICLE 3. SCOPE:

Seller shall provide all supervision, labor, equipment, materials, and insurance necessary to provide Company with a 34.5kV to 120kV Step-Up Transformer in accordance with [REDACTED].

ARTICLE 4. PRODUCTION SCHEDULE AND DELIVERY:

Time is of the essence for this Purchase Order. Seller shall manufacture Material for completion no later than [REDACTED]. Seller shall be responsible for delivery to Company's Site. Seller shall be responsible for providing regular updates for scheduling and delivery logistics.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 8. DIVERSITY:

Company is committed to utilizing a diverse vendor base, which includes businesses that are majority owned and operated

by Women, African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Subcontinent Asian Americans. Company desires Seller to have similar values and work toward a goal of 20% spend with diverse firms. Company requests Seller submit a subcontracting plan which identifies its annual spending goals for diverse businesses and enter monthly data into Company's third party platform.

In addition to tier II diversity spend, Seller shall report on their participation in the following items, which may include but will not be limited to:

In-house "Trades" related training Seller provides to the local communities
 "Michigan based" participation with student programs and Mentoring
 Community outreach programs

ARTICLE 9. SAFETY:

Seller is solely responsible for safety practices and the safety of its personnel and subcontractors. Upon request, Seller shall report OSHA safety data to Company. Company will provide instructions for providing the required data. Seller agrees that providing safety information to Company does not relieve Seller of its responsibility for compliance with all safety rules, regulations, and practices and the safety of its personnel and subcontractors.

ARTICLE 10. ACCEPTANCE COPY:

This Purchase Order requires a signed Acceptance Copy from an Authorized Seller Representative.

Purchase Order Number must appear on all packages, shipping papers, invoices and correspondence.

Invoices and any related credits must be mailed to the "Bill to Address" noted on the Purchase Order OR may be emailed in PDF or .tiff formats only to DTE_INVOICES@DTEENERGY.COM.

Seq No	Item No.	Material/Service No. Long Description	Short Description	Qty	UoM	Unit Price (in USD)	Total Price (in USD)	Tax Amt (in USD)
1	1		34.5kV to 120kV Step-up Transformer		EA			
Work order number: [REDACTED] Marked For: Jason Clemens Email: [REDACTED] MVA- 168/224/280 ONAN/ONAF/ONAF								

Seq No	Item No.	Material/Service No. Long Description	Short Description	Qty	UoM	Unit Price (in USD)	Total Price (in USD)	Tax Amt (in USD)
		Phase 3 HZ 60 VOLTAGE 120Y-34.5Y-13.8 kV LTC [REDACTED]						
		Delivery Date: [REDACTED]						
**** LINE ITEMS HAVE NOT BEEN CHANGED SINCE PREVIOUS VERSION ****								
2	2		Assemble/Fill/Field Test	[REDACTED]	EA	[REDACTED]	[REDACTED]	
		Work order number: [REDACTED]						
		Assemble/Fill/Field Test Transformer [REDACTED]						
		Delivery Date: [REDACTED]						
**** LINE ITEMS HAVE NOT BEEN CHANGED SINCE PREVIOUS VERSION ****								
3	3		Haul to Site/Unload	[REDACTED]	EA	[REDACTED]	[REDACTED]	
		Work order number: [REDACTED]						
		Haul to Site/Unload						

Seq No	Item No.	Material/Service No. Long Description	Short Description	Qty	UoM	Unit Price (in USD)	Total Price (in USD)	Tax Amt (in USD)
--------	----------	--	-------------------	-----	-----	------------------------	-------------------------	---------------------

Site: Trenton Channel Power Plant

[REDACTED]

Delivery Date: [REDACTED]

**** LINE ITEMS HAVE NOT BEEN CHANGED SINCE PREVIOUS VERSION ****

Subtotal	[REDACTED]
Tax	[REDACTED]
Grand Total (in USD)	[REDACTED]

This Purchase Order requires a signed acceptance copy from an authorized Seller representative. The signed acceptance copy shall be forwarded to the Company Buyer. Seller hereby accepts this Purchase Order in accordance with the terms and conditions specified herein.

Acceptance Copy

Accepted by: _____
Title: _____
Date: _____

Company Representative: Jonathan F Pierce

Jonathan Pierce

Authorized by

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the Application of **DTE**)
ELECTRIC COMPANY for approval of)
contracts for the development of the Trenton)
Channel Energy Center.)
_____)

Case No. U-21566

PROOF OF SERVICE

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

ESTELLA R. BRANSON states that on January 26, 2024, she served a copy of DTE Electric Company's *Ex Parte* Application and Affidavit of Terri L. Schroeder in the above captioned matter, via electronic mail, upon the persons listed on the attached service list.

ESTELLA R. BRANSON

MPSC Case No. U-21566
SERVICE LIST

MPSC STAFF

Steven D. Hughey

Assistant Attorney General

Public Service Division

7109 W. Saginaw Highway, Fl 3

Lansing, MI 48917

hugheys@michigan.gov