

DTE Electric Company
One Energy Plaza, 688 WCB
Detroit, MI 48226-1279



November 4, 2014

Ms. Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
4300 W. Saginaw Highway
PO Box 30221
Lansing, MI 48909

Re: In the matter, on the Commission's own motion, regarding the regulatory reviews, revisions, determinations, and or approvals necessary for DTE ELECTRIC COMPANY f/k/a THE DETROIT EDISON COMPANY to fully comply with Public Acts 286 and 295 of 2008
Case No. U-17302-MWP

Dear Ms. Kunkle:

Attached for electronic filing in the above-captioned matter is DTE Electric Company's Application For Ex Parte Approval of Wind Engineering, Procurement and Construction Agreement and Turbine Supply Agreement, and Related Relief, Affidavit of David B. Harwood and Affidavit of Rosemary Smalls-Tilford. Also attached is the Proof of Service.

Very truly yours,

Michael J. Solo

MJS/kbk
Attachments
cc: Service List

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's own motion,)
regarding the regulatory reviews, revisions,)
determinations, and or approvals necessary for) Case No. U-17302-MWP
DTE ELECTRIC COMPANY f/k/a THE) (Paperless e-file)
DETROIT EDISON COMPANY to fully comply)
with Public Acts 286 and 295 of 2008)
_____)

**APPLICATION FOR EX PARTE APPROVAL OF WIND ENGINEERING,
PROCUREMENT AND CONSTRUCTION AGREEMENT AND
TURBINE SUPPLY AGREEMENT, AND RELATED RELIEF**

DTE Electric Company (“DTE Electric” or the “Company”) files this Application pursuant to the Rules of Practice and Procedure Before the Commission (R460.17101 *et seq.*), the Michigan Court Rules (MCR 2.100 *et seq.*), the Michigan Administrative Procedures Act (MCL 24.201 *et seq.*) and other Michigan law including but not limited to MCL 460.1, *et seq.* and MCL 460.1001, *et seq.* DTE Electric requests the Michigan Public Service Commission’s (“Commission”) ex parte approval of the attached Contract for the Sale of Power Generation Equipment and Related Services, a Turbine Supply Agreement (“TSA”), and Engineering, Procurement and Construction (“EPC”) Agreement (collectively, the “Meade Wind Park Contracts” or the “Contracts”) under which DTE Electric-owned wind-powered generating facilities will be engineered, procured and constructed pursuant to 2008 PA 295 (“Act 295,” MCL 460.1001, *et seq.*) for the Meade Wind Park¹; ex parte approval of the associated Meade

¹ The Contracts consist of (1) a TSA between DTE Electric and General Electric Company (“GE”) to provide wind turbines for the Meade Wind Park, and an EPC Agreement between DTE Electric and Aristeo Construction Company to design, engineer, provide technical assistance, procure, supply, construct, install, start-up, and test the Meade Wind Park. The Meade Wind Park is located in Chandler, Colfax, and Meade Townships in Huron County (Michigan’s Thumb region).

Wind Park wind-powered generating facilities' transfer prices, which are combined energy and capacity price projections, set forth in Exhibit S-1 in Case No. U-16656 for recovery under the Company's Power Supply Cost Recovery ("PSCR") process under MCL 460.6j; ex parte approval of the capacity charges, which are included in the transfer prices, set forth in Exhibit S-1 in Case No. U-16656 for the associated Mead Wind Park wind-powered generating facilities for purposes of MCL 460.6j(13)(b); ex parte approval of the recovery of the remainder of incremental costs associated with the Meade Wind Park wind-powered generating facilities which are engineered, procured and constructed under the Contracts through DTE Electric's Revenue Recovery Mechanism as an Incremental Cost of Compliance with the Renewable Energy Standards under the Company's Amended Renewable Energy Plan pursuant to Act 295; ex parte assurance that the full costs of the Meade Wind Park will be recovered through the combined application of the Transfer Price mechanism for PSCR recovery, application of the Revenue Recovery Mechanism surcharges under Act 295, and other mechanisms as determined by the Commission to recover these costs after the 20-year renewable energy plan period in accordance with MCL 460.1047(6); and ex parte approval of any additional approvals that the Commission may deem necessary under Act 295 or MCL 460.6j. In support of its 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, and is a public utility and Electric Provider with more than 1,000,000 retail customers in Michigan now and on January 1, 2008, subject to the jurisdiction of the Commission.

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

3. On October 6, 2008, 2008 PA 295, the “clean, renewable, and efficient energy act,” was enacted into law. This Application is filed in accordance with 2008 PA 295 (MCL 460.1001 et seq.) and the Commission’s October 21, 2008, June 2, 2009, August 25, 2009, and September 14, 2010 Orders in Case No. U-15806-RPS, December 4, 2008 and December 23, 2008 Orders in Case No. U-15800, implementing 2008 PA 295, December 20, 2011 and March 8, 2012 Orders in Case No. U-16582 and December 19, 2013 Order in Case No. U-17302 regarding the biennial review and amendment of the Company’s Renewable Energy Plan.

4. The “clean, renewable, and efficient energy act” requires Commission approval of certain types of contracts entered into by electric providers, like DTE Electric, for purposes of 2008 PA 295, specifically including Engineering, Procurement and Construction Contracts. An Electric Provider includes “[a]ny person or entity that is regulated by the commission for the purpose of selling electricity to retail customers in this state.” (MCL 460.1005(a)(i)). Renewable Energy means “electricity generated using a renewable energy system.” (MCL 460.10119(a)). A Renewable Energy Credit (“REC”) is “a credit granted pursuant to Section 41 that represents generated renewable energy.” (MCL 460.1011(d)). A Renewable Energy System is “a facility, electricity generation system, or set of electricity generation systems that use 1 or more renewable energy resources to generate electricity.” (MCL 460.1011(k)). A Renewable Energy Resource is defined to include “Wind energy” (MCL 460.1011(i)(iii)).

5. Engineering, Procurement and Construction Contracts must be approved by the Commission pursuant to MCL 460.1033, which relevantly provides:

“(1) Subject to subsections (2) and (3), an electric provider that had 1,000,000 or more retail customers in the state on January 1, 2008 shall obtain the renewable

energy credits that are necessary to meet the renewable energy credit standard in 2015 and thereafter as follows:

“(a) At the electric provider’s option, up to but no more than 50% of the renewable energy credits shall be from any of the following:

“(i) Renewable energy systems that were developed by and are owned by the electric provider. An electric provider shall competitively bid any contract for engineering, procurement, or construction of any new renewable energy systems described in this subsection. . .

* * *

(3) “An electric provider shall submit a contract entered into pursuant to subsection (1) to the commission for review and approval. If the commission approves the contract, it shall be considered to be consistent with the electric provider’s renewable energy plan.”

For Engineering, Procurement and Construction Contracts, the Commission must determine whether the contract complies with the retail rate impact limits under MCL 460.1045.

6. On December 4, 2008, the Commission issued a Temporary Order in Case No. U-15800 pursuant to MCL 460.1191(1), which relevantly provides:

“Within 60 days after the effective date of this act, the commission shall issue a temporary order implementing this act, including but not limited to, all of the following:

(a) Formats of renewable energy plans for various categories of electric providers.

(b) Guidelines for requests for proposals under this act.”

The Commission also stated that it intends to review and approve submitted contracts on an expedited basis (December 4, 2008 Temporary Order in MPSC Case No. U-15800, p. 16).

7. With this filing, DTE Electric is seeking the Commission’s ex parte approval of the Meade Wind Park Contracts, along with related relief. The attached TSA between DTE Electric and General Electric Company (“GE”) is to provide and commission wind turbines for the Meade Wind Park. Additionally, the attached EPC Agreement between DTE Electric and

Aristeo Construction Company (“Aristeo”) is to design, engineer, provide technical assistance, procure, supply, construct, install, start-up, and test the Meade Wind Park. If the Commission does not grant approval or in any material way modifies the TSA, and/or any relief requested by DTE Electric in this application, or does not grant approval of DTE Electric’s requested relief by December 18, 2012, then under the terms of the TSA, DTE Electric may terminate the TSA.² The Meade Wind Park will be sited in Chandler, Colfax, and Meade Townships in Huron County, and is anticipated to provide approximately 100 MW of renewable energy capacity. Commercial operation of the Meade Wind Park is expected to occur on or before December 31, 2015. (See attached Affidavit of David B. Harwood, Director of Renewable Energy).

8. The TSA was the result of a Request for Proposal (“RFP”) that DTE Electric developed in consultation with the MPSC Staff pursuant to and consistent with the December 4, 2008 Temporary Order and December 23, 2008 Amendatory Order in Case No. U-15800. The RFP conformed to the guidelines for requests for proposals approved by the Commission under 2008 PA 295. In Case No. U-15800, Attachment D to the Commission’s December 4, 2008 Temporary Order specifically provided that the “bid evaluation process may include an assessment of both price and non-price factors.” The bidding criteria utilized by the Company for the RFP were technical evaluation, operation and maintenance, Michigan sourcing and services, total cost of ownership, financial strength and creditworthiness, commercial terms, and safety program. The Company utilized scorecards that were developed in consultation with the MPSC Staff, and consistent with Attachment D to the December 4, 2008 Temporary Order in MPSC Case No. U-15800 and Exhibit No. A-33 (CLC-1) admitted in MPSC Case No. U-15806-RPS. (See attached Affidavit of David B. Harwood, Director of Renewable Energy).

² A similar provision is set forth in the EPC.

The turbine RFP issued on February 17, 2014 was a closed-bid event in which six (6) pre-qualified turbine suppliers were invited to participate. By the due date of March 31, 2014, DTE Electric received a total of seventeen (17) proposals from six (6) suppliers. These proposals varied by rotor size, tower height, price, and capacity. Using the evaluation scorecard developed in consultation with the MPSC Staff, DTE Electric entered into negotiations with two (2) suppliers. DTE Electric has completed negotiations with one (1) of these suppliers, GE, and the executed TSA is the result of those negotiations and is being submitted for Commission approval with this Application. (See attached Affidavit of David B. Harwood, Director of Renewable Energy).

9. The EPC Agreement was the result of competitive bidding accomplished through a Request for Proposal (“RFP”) that DTE Electric developed in consultation with the MPSC Staff pursuant to and consistent with the December 4, 2008 Temporary Order and December 23, 2008 Amendatory Order in Case No. U-15800. On June 20, 2014, DTE Electric issued the EPC RFP. The RFP conformed to the guidelines for requests for proposals approved by the Commission under 2008 PA 295. In Case No. U-15800, Attachment D to the Commission’s December 4, 2008 Temporary Order specifically provided that the “bid evaluation process may include an assessment of both price and non-price factors.” The bidding criteria utilized by the Company for the RFP were experience, project management, safety, price, and financial strength and creditworthiness. Additional points were given to diverse or Michigan EPC contractors. The Company utilized scorecards that were developed in consultation with the MPSC Staff, and were consistent with Attachment D to the December 4, 2008 Temporary Order in MPSC Case No. U-

15800 and Exhibit No. A-33 (CLC-1) admitted in MPSC Case No. U-15806-RPS. (See attached Affidavit of David B. Harwood, Director of Renewable Energy).³

By the due date of August 4, 2014, DTE Electric received a total of three (3) proposals. Five (5) contractors declined to participate in the bid event. Using the evaluation scorecard developed in consultation with the MPSC Staff, DTE Electric selected two (2) contractors, none of which are affiliated with DTE Electric, and entered into negotiations with the two (2) contractors. DTE Electric has completed negotiations with one (1) of these contractors, Aristeo, and the executed EPC Agreement is the result of those negotiations and is being submitted for Commission approval with this Application. (See attached Affidavit of David B. Harwood, Director of Renewable Energy).

10. A number of commercially sensitive terms and conditions in the Contracts have been redacted to maintain confidentiality, consistent with past practice at the Commission. For example, the Commission determined in Case No. U-11130 that executed wholesale power purchase agreements contain confidential information. As a result, the Commission limited disclosure of the confidential portions to the MPSC Staff only in order to “strike a proper balance between the public interest in disclosure and the protection of commercially sensitive information in a competitive environment.” Case No. U-11130, Order dated October 20, 1997 p. 13; *Accord*, Case No. U-11631, Order dated April 14, 1998; Case No. U-11804 Order dated December 21, 1998; Case No. U-11688 Order dated June 26, 1998; Case No. U-11661, Order dated June 26, 1998. In Case No. U-14626, the Commission approved multiple renewable energy contracts with various contract provisions redacted. (MPSC Case No. U-14626 Order

³ The matrix at the end of Attachment D to the December 4, 2008 Temporary Order in MPSC Case No. U-15800 confirms that self-build (EPC) contracts are required to be competitively bid and receive prior MPSC approval, but does not require that they follow the guidelines provided in Attachment D. Nevertheless, DTE Electric’s RFP process did conform to the guidelines. (See attached Affidavit of David B. Harwood, Director of Renewable Energy).

dated October 18, 2005). More recently in 2009, the Commission approved a redacted Company Renewable Energy Contract (See MPSC Case No. U-15806 Order dated April 30, 2009, p. 11 “*The Commission understands the need...to keep commercially sensitive information confidential.*” See also MCL 460.1193(2) “*The Commission and a provider shall handle confidential business information under this act in a manner consistent with state law and general rules of the Commission.*”) In order to maintain a reasonably competitive environment for the provision of renewable energy, advanced cleaner energy and related equipment, products and services to DTE Electric and its customers, it is important to maintain the confidentiality of commercially sensitive information. DTE Electric has therefore redacted portions of the Contracts.⁴ The original unredacted Contracts are available for inspection by the Commission and its Staff at the Company’s premises. (See attached Affidavit of David B. Harwood, Director of Renewable Energy).

11. The Meade Wind Park and Contracts are consistent with DTE Electric’s 2008 PA 295 Amended Renewable Energy Plan approved by the Commission in its December 19, 2013 Order in Case No. U-17302⁵, and are otherwise reasonable and prudent based upon, among other things, the following Meade Wind Park pricing information: The total cost of the Contracts and the remaining costs of the Meade Wind Park were totaled and compared to the costs included in DTE Electric’s 2008 PA 295 Amended Renewable Energy Plan approved by the Commission in its December 19, 2013 Order in Case No. U-17302. DTE Electric does not expect there to be any material differences in cost for the Meade Wind Park compared to DTE Electric’s currently-

⁴ DTE Electric reserves the right to redact different or additional terms and conditions in future contracts as circumstances and conditions warrant.

⁵ The Meade Wind Park and Contracts are consistent with DTE Electric’s U-17302 Commission-approved Amended Renewable Energy Plan regardless if the currently approved transfer prices set forth in Exhibit S-1 in Case No. U-16656 are utilized or the transfer prices utilized for planning purposes in U-17302, set forth at Exhibit A-11, Schedule A1, are utilized.

approved Amended Renewable Energy Plan. The estimated installed cost of \$2,170 per kW for the Mead Wind Park is lower than the installed cost of \$2,317 per kW assumed within DTE Electric's approved 2008 PA 295 Amended Renewable Energy Plan. In comparison to the Company's previous wind development projects, the installed cost for the Gratiot County Wind Park was approximately \$2,336 per kW, the installed cost for the Thumb Wind Farms was approximately \$2,295 per kW the installed costs for the Echo Wind Park was approximately \$2,289 per kW and the installed cost for Pheasant Run II Wind Farm a/k/a the Brookfield Wind Park was approximately \$2,200 per kW. Additionally, the estimated average net capacity factor of 41% for the Mead Wind Park is higher than the estimated average net capacity factor of 39% assumed within DTE Electric's approved 2008 PA 295 Amended Renewable Energy Plan, which will result in a lower Levelized Cost of Energy per MWh. By comparison, the estimated average net capacity factors based on industry standard methodologies for the Gratiot County Wind Park, Thumb Wind Farms, Echo Wind Park and Brookfield Wind Park were 31%, 44%, 44%, and 43% respectively. As a result of the lower installed cost and higher estimated average net capacity factor, the Mead Wind Park reflects lower incremental costs of compliance and lower overall cost of service to DTE Electric's customers than assumed in DTE Electric's 2008 PA 295 Amended Renewable Energy Plan. Thus, development and construction of the Mead Wind Park is reasonable and prudent and consistent with the retail rate impact limits under MCL 460.1045, and approval of the Contracts and DTE Electric's related requests for relief will not result in an alteration or amendment in rates or rate schedules and will not result in an increase in the cost of service to customers. (See attached Affidavits David B. Harwood, Director of Renewable Energy, and Rosemary Smalls-Tilford, Regulatory Consultant Regulatory Affairs).

12. Like typical equipment and construction contracts, the Meade Wind Park Contracts include provisions to account for changes that may occur in the field or changes in equipment based upon new information and pricing. For example in the EPC Agreement, an unknown amount of drain tile will need to be repaired after completing the Meade Wind Park electrical collection system installation or DTE Electric may be able to source certain cable and transformers less expensively than the EPC Contractor. Similarly, in the TSA, there is a schedule of options with fixed pricing that DTE Electric may elect to include based upon new information, such as electrical interconnection studies. The process to address options negotiated in the Contracts, as well as changes commonly incurred in the construction industry, are included in the Meade Wind Park Contracts. Additional changes reflecting final site conditions and optimization of wind turbine layouts may also be made, but would also be immaterial to this filing and the relief requested herein. Even including these contingencies, and as indicated above, the Meade Wind Park Contracts and the total costs associated with the Meade Wind Park reflect lower incremental costs of compliance and lower overall cost of service to DTE Electric's customers over the life of the Amended Renewable Energy Plan than assumed in DTE Electric's approved 2008 PA 295 Amended Renewable Energy Plan. (See attached Affidavit of David B. Harwood, Director of Renewable Energy).

13. The Contracts do not include a renewable energy contract or a contract to purchase renewable energy credits without the associated renewable energy, so MCL 460.1037 does not apply.⁶ (See attached Affidavit of Rosemary Smalls-Tilford, Regulatory Consultant Regulatory Affairs).

⁶ A Renewable Energy Contract is "a contract to acquire renewable energy and the associated renewable energy credits from 1 or more renewable energy systems." (MCL 460.1011(c)).

14. The Company also requests that the Commission approve the renewable energy transfer prices set forth in the attached Exhibit S-1 filed in Case No. U-16656 (which exhibit reflects the currently approved transfer price schedule for Renewable Energy Contracts and Company-owned Renewable Energy Systems that the Commission approves) for the energy and capacity associated with the Mead Wind Park wind-powered generating facilities that will be engineered, procured and constructed under the Contracts, for recovery under the Company's Power Supply Cost Recovery ("PSCR") process under MCL 460.6j. (See Case No. U-16656 Exhibit No. S-1); See also MCL 460.1047(2)(b)(iv); MCL 460.1049(3)(c)). This request is consistent with DTE Electric's August 29, 2014 filing of an application and supporting testimony and exhibits in Case No. U-17632, in which DTE Electric requested, inter alia, that the transfer prices set forth in Exhibit S-1 filed in Case No. U-16656 be applied as the pricing floor for all Renewable Energy Contracts, renewable engineering, procurement, and construction contracts, or contracts for Renewable Energy Systems that have been developed by third parties for transfer of ownership to an Electric Provider, and Electric Provider owned projects submitted by DTE Electric for Commission approval after July 24, 2012 and until an Order adopting a new transfer price is issued in Case No. U-17632.

Pursuant to Section 47(2)(b)(iv) of 2008 PA 295, the Commission is required to annually set a transfer price for renewable costs that will flow through the Company's PSCR process. The transfer price is a mechanism for estimating and allocating for recovery the reasonable and prudent costs of renewable capacity and energy between DTE Electric's PSCR process and the Revenue Recovery Mechanism surcharge under 2008 PA 295, whether these costs are associated with MCL 460.1033(1)(a) Renewable Energy Systems owned by the Electric Provider (as is the case in this filing), or Renewable Energy Systems that are built by third-parties and transferred to

the Electric Provider under MCL 460.1033(1)(a), or MCL 460.1033(1)(b) Renewable Energy Contracts that do not require transfer of ownership of the applicable Renewable Energy System to the Electric Provider. In the Commission's Order in Case No. U-15806-RPS issued on August 25, 2009, the Commission adopted the Staff's analysis regarding establishing a Transfer Price:

“... at the time any PPA [Renewable Energy Contract under MCL 460.1033(1)(b)] is approved by the Commission, the schedule of transfer prices most recently approved shall become the floor price for PSCR recovery. For each contract year, if the most recently approved annual transfer price is higher than the schedule of transfer prices for a particular contract, then the most recently approved annual transfer price would be recovered via the PSCR process. However, in the event that the contract price [Renewable Energy Contract under MCL 460.1033(1)(b)] is less than the transfer price, the contract price [Renewable Energy Contract under MCL 460.1033(1)(b)] would be the recoverable PSCR cost. **This method would be applicable to renewable engineering, procurement, and construction contracts, or contracts for renewable energy systems that have been developed by third parties for transfer of ownership to an electric provider, provider owned projects [all under MCL 460.1033(1)(a)], and third party PPAs [Renewable Energy Contracts under MCL 460.1033(1)(b)].**” (August 25, 2009 Order in Case No. U-15806-RPS, p 11. Emphasis and statutory references added)

The Company also requests approval of the capacity charges included in the transfer prices set forth in Exhibit S-1 filed in Case No. U-16656 for the Mead Wind Park for purposes of MCL 460.6j(13)(b), and any additional approvals that the Commission may deem necessary under MCL 460.6j.

Under the proposed transfer prices, the total power production and the installed cost of the Mead Wind Park, including but not limited to the Contracts, are reasonable and prudent, and consistent with the retail rate impact limits under MCL 460.1045 and the renewable energy system costs projected by the Company in DTE Electric's Amended Renewable Energy Plan filing in Case No. U-17302 as approved by the Commission in its December 19, 2013 Order, and there will not be any increase in DTE Electric's charges for electric service resulting from the requested approvals and assurances. As such, approval of the Mead Wind Park Contracts and

the Company's related requests, including the use of the approved transfer prices, will not result in "*an alteration or amendment in rates or rate schedules*" and "*will not result in an increase in the cost of service to customers.*" (See attached Affidavits of David B. Harwood, Director of Renewable Energy, and Rosemary Smalls-Tilford, Regulatory Consultant Regulatory Affairs).

15. DTE Electric further requests that the Commission provide assurance that the full costs of the Meade Wind Park, including but not limited to the Contracts, will be recovered through the combined application of the Transfer Price mechanism for PSCR recovery, application of the Revenue Recovery Mechanism surcharges under 2008 PA 295 (See MCL 460.1011(1)), and other mechanisms as determined by the Commission to recover these costs after the 20-year renewable energy plan period in accordance with MCL 460.1047(6). Also, MCL 460.1047(1) relevantly provides:

"Subject to the retail rate impact limits under section 45, an electric provider whose rates are regulated by the commission shall recover through its retail rates all of the electric provider's incremental costs of compliance during the 20-year period beginning when the electric provider's plan is approved by the commission and all reasonable and prudent ongoing costs of compliance during and after that period. The recovery shall include, but is not limited to, the electric provider's authorized rate of return on equity for costs approved under this section, which shall remain fixed at the rate of return and debt to equity ratio that was in effect in the electric provider's base rates when the electric provider's renewable energy plan was approved."

When DTE Electric's 2008 PA 295 Renewable Energy Plan was approved by the Commission in its December 19, 2013 Order in Case No. U-17302 and its June 2, 2009 and August 25, 2009 Orders in Case No. U-15806-RPS, DTE Electric's authorized rate of return on equity was 11.00%, with a capital structure comprised of approximately 51% debt and 49% equity (December 23, 2008 Opinion and Order in Case No. U-15244, p 23).

16. The approvals and assurances requested in this Application will not result in "*an alteration or amendment in rates or rate schedules*" and "*will not result in an increase in the*

cost of service to customers” because the Meade Wind Park is consistent with the planned activities⁷, expenses and Revenue Recovery Mechanism surcharges described in DTE Electric’s Commission-approved Amended Renewable Energy Plan in Case No. U-17302 and therefore “*may be authorized and approved without notice or hearing.*” (MCL 460.6a(1)). Neither will there be any increase in DTE Electric’s rates for electric service resulting from the requested approvals and assurances. (See attached Affidavits of David B. Harwood, Director of Renewable Energy, and Rosemary Smalls-Tilford, Regulatory Consultant Regulatory Affairs). Thus, approval of this Application without notice or hearing is lawful and appropriate.

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

- (i) Consistent with 2008 PA 295, approves the attached Contracts in their entirety, and also approves the associated transfer price schedule set forth at Exhibit S-1 filed in Case No. U-16656 as the schedule of renewable energy transfer prices for the Meade Wind Park wind-powered generating facilities that are engineered, procured and constructed under the Contracts for recovery under the Company’s Power Supply Cost Recovery process under MCL 460.6j for the duration of the Company’s Amended Renewable Energy Plan;
- (ii) Determines that the Contracts do not require analysis and approval under MCL 460.1037, comply with the retail rate limits under MCL 460.1045, and are reasonable and prudent;

⁷ DTE Electric does note that the Amended Renewable Energy Plan approved in Case No. U-17302 contemplated an approximately 50MW wind park; however even with the variance in size the Mead Wind Park is still consistent with the Commission-approved Amended Renewable Energy Plan and will not result in “*an alteration or amendment in rates or rate schedules*” and “*will not result in an increase in the cost of service to customers*”.

- (iii) Provides approval of capacity charges, which are included in the transfer prices, set forth in Exhibit S-1 filed in Case No. U-16656 for the Meade Wind Park wind-powered generating facilities that are engineered, procured and constructed under the Contracts for purposes of MCL 460.6j(13)(b), and provides for any additional approvals that the Commission may deem necessary under MCL 460.6j;
- (iv) Provides approval of the recovery of the remainder of costs associated with the Contracts through DTE Electric's Revenue Recovery Mechanism as an Incremental Cost of Compliance with the Renewable Energy Standards under the Company's Renewable Energy Plan pursuant to 2008 PA 295, and otherwise provides assurance that the full costs of the Meade Wind Park, including but not limited to the Contracts, will be recovered through the combined application of the Company's transfer price mechanism, the Company's Revenue Recovery Mechanism surcharges, and, subsequent to the end of the renewable energy plan period, appropriate ratemaking mechanisms in accordance with MCL 460.1047;
- (v) Determines that the Contracts and related approvals and assurances will not result in an alteration or amendment in DTE Electric's rates or rate schedules and will not result in an increase in the cost of service to DTE Electric's customers, and therefore may be authorized and approved without notice or hearing; and

(vi) Grants such further relief as the Commission may deem necessary or appropriate.

Respectfully submitted,

DTE ELECTRIC COMPANY
Legal Department

By: _____
Attorneys for Applicant
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Detroit, Michigan 48226
(313) 235-9512

Dated: November 4, 2014

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's own motion,)
regarding the regulatory reviews, revisions,)
determinations, and or approvals necessary for) Case No. U-17302-MWP
DTE ELECTRIC COMPANY f/k/a THE) (Paperless e-file)
DETROIT EDISON COMPANY to fully comply)
with Public Acts 286 and 295 of 2008)
_____)

AFFIDAVIT OF DAVID B. HARWOOD

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

David B. Harwood, being first duly sworn, deposes and says:

1. My title is Director, Renewable Energy. I received a Bachelor of Science Degree in Chemical Engineering from The University of Michigan (Ann Arbor) in 1983. I received a Masters in Business Administration from Baker College (Flint) in 1999. I was contracted by DTE Electric Company as a Power Plant Chemical Engineer in the spring of 1983. In that capacity, I was responsible for plant water system chemistry and environmental compliance at the Conners Creek Power Plant.

In 1985, I was hired by the Company as Operations Planning Coordinator at the Fermi 2 Nuclear Power Plant. While at Fermi 2, I was responsible for planning and coordinating operation and maintenance activities during plant start-up.

From 1985 to 2012 I held various positions in the Company, including: Manager of Fossil Generation Mergers and Acquisitions, Director of Generation Optimization, Director of Strategy

and Planning, Director of Nuclear Development, and Director of the Project Management Office.

In January 2014, I was appointed Director of Renewable Energy. In this role I am responsible for Renewable Energy project development and operations, including renewable power purchase agreements, the SolarCurrents program and overall compliance with PA295 requirements regarding the Renewable Portfolio Standard.

I also provided testimony in DTE Electric's 2014 Renewable Energy Plan Cost Reconciliation, Case No. U-17632, and general rate cases U-13808 and U-15244 for DTE Electric.

2. With this filing (U-17302-MWP), DTE Electric is seeking the Commission's ex parte approval of contracts collectively referred to as the Meade Wind Park Contracts (or the "Contracts"), along with related relief. The attached Contract for the Sale of Power Generation Equipment and Related Services, a Turbine Supply Agreement ("TSA") between DTE Electric and General Electric Company ("GE") is to provide and commission wind turbines for the Meade Wind Park. Additionally, the attached Engineering, Procurement and Construction ("EPC") Agreement between DTE Electric and Aristeo Construction Company ("Aristeo") is to design, engineer, provide technical assistance, procure, supply, construct, install, start-up, and test Meade Wind Park. If the Commission does not grant approval or in any material way modifies the TSA, and/or any relief requested by DTE Electric in the Company's Application, or does not grant approval of DTE Electric's requested relief by December 18, 2014, then under the terms of the TSA, DTE Electric may terminate the TSA.¹ The Meade Wind Park will be sited in Chandler, Colfax, and Meade townships in Huron County. The Meade Wind Park is anticipated to provide approximately 100 MW of renewable energy capacity. Commercial operation of the Meade Wind Park is expected to occur on or before December 31, 2015.

¹ A similar provision is set forth in the EPC.

3. The TSA was the result of a Request for Proposal (“RFP”) that DTE Electric developed in consultation with the MPSC Staff pursuant to and consistent with the December 4, 2008 Temporary Order and December 23, 2008 Amending Order in Case No. U-15800. The RFP conformed to the guidelines for requests for proposals approved by the Commission under 2008 PA 295. In Case No. U-15800, Attachment D to the Commission’s December 4, 2008 Temporary Order specifically provided that the “bid evaluation process may include an assessment of both price and non-price factors.” The bidding criteria utilized by the Company for the RFP were technical evaluation, operation and maintenance, Michigan sourcing and services, total cost of ownership, financial strength and creditworthiness, commercial terms, and safety program. The Company utilized scorecards that were developed in consultation with the MPSC Staff, and were consistent with Attachment D to the December 4, 2008 Temporary Order in MPSC Case No. U-15800 and Exhibit No. A-33 (CLC-1) admitted in MPSC Case No. U-15806-RPS.

The turbine RFP issued on February 17, 2014 was a closed-bid event in which six (6) pre-qualified turbine suppliers were invited to participate. By the due date of March 31, 2014, DTE Electric received a total of seventeen (17) proposals from six (6) suppliers. These proposals varied by rotor size, tower height, price, and capacity. Using the evaluation scorecard developed in consultation with the MPSC Staff, DTE Electric entered into negotiations with two (2) suppliers. DTE Electric has completed negotiations with one (1) of these suppliers, GE, and the executed TSA is the result of those negotiations and is being submitted for Commission approval with this Application.

4. The EPC Agreement was the result of competitive bidding accomplished through a Request for Proposal (“RFP”) that DTE Electric developed in consultation with the MPSC

Staff pursuant to and consistent with the December 4, 2008 Temporary Order and December 23, 2008 Amendatory Order in Case No. U-15800. On June 20, 2014, DTE Electric issued the EPC RFP. The RFP conformed to the guidelines for requests for proposals approved by the Commission under 2008 PA 295. In Case No. U-15800, Attachment D to the Commission's December 4, 2008 Temporary Order specifically provided that the "bid evaluation process may include an assessment of both price and non-price factors." The bidding criteria utilized by the Company for the RFP were experience, project management, safety, price, and financial strength and creditworthiness. Additional points were given to diverse or Michigan EPC contractors. The Company utilized scorecards that were developed in consultation with the MPSC Staff, and consistent with Attachment D to the December 4, 2008 Temporary Order in MPSC Case No. U-15800 and Exhibit No. A-33 (CLC-1) admitted in MPSC Case No. U-15806-RPS.²

By the due date of August 4, 2014, DTE Electric received a total of three (3) proposals. Five (5) contractors declined to participate in the bid event. Using the evaluation scorecard developed in consultation with the MPSC Staff, DTE Electric selected two (2) contractors, none of which are affiliated with DTE Electric, and entered into negotiations with the two (2) contractors. DTE Electric has completed negotiations with one (1) of these contractors, Aristeo, and the executed EPC Agreement is the result of those negotiations and is being submitted for Commission approval with this Application.

As the leader of the team that developed and implemented these two RFPs and negotiated with the qualified suppliers as described above, I attest that DTE Electric has completed negotiations from these two RFPs and the Meade Wind Park Contracts are the result.

² The matrix at the end of Attachment D to the December 4, 2008 Temporary Order in MPSC Case No. U-15800 confirms that self-build (EPC) contracts are required to be competitively bid and receive prior MPSC approval, but does not require that they follow the guidelines provided in Attachment D. Nevertheless, DTE Electric's RFP process did conform to the guidelines.

5. Based on my knowledge and experience related to the development of DTE Electric's 2008 PA 295 Amended Renewable Energy Plan and the Meade Wind Park, as well as the negotiations to establish the Meade Wind Park Contracts, I believe that the Meade Wind Park and the Contracts are consistent with DTE Electric's 2008 PA 295 Amended Renewable Energy Plan approved by the Commission in its December 19, 2013 Order in Case No. U-17302, and are otherwise reasonable and prudent based upon, among other things, the following Meade Wind Park pricing information: The total cost of the Contracts and the remaining costs of the Meade Wind Park were totaled and compared to the costs included in DTE Electric's 2008 PA 295 Amended Renewable Energy Plan approved by the Commission in its December 19, 2013 Order in Case No. U-17302. DTE Electric does not expect there to be any material differences in cost for the Meade Wind Park compared to DTE Electric's currently-approved Amended Renewable Energy Plan. The estimated installed cost of \$2,170 per kW for the Meade Wind Park is lower than the installed cost of \$2,317 per kW assumed within DTE Electric's approved 2008 PA 295 Amended Renewable Energy Plan. In comparison to DTE Electric's previous wind development projects, the installed cost for the Gratiot County Wind Park was approximately \$2,336 per kW, the installed cost for the Thumb Wind Farms was approximately \$2,295 per kW, the installed cost for the Echo Wind Farm was approximately \$2,289 per kW and the installed cost for Pheasant Run II Wind Farm a/k/a the Brookfield Wind Park was approximately \$2,200 per kW. Additionally, the estimated average net capacity factor of 41% for the Meade Wind Park is higher than the estimated average net capacity factor of 39% assumed within DTE Electric's approved 2008 PA 295 Amended Renewable Energy Plan, which will result in a lower Levelized Cost of Energy per MWh. As a result of the lower installed cost and higher estimated average net capacity factor, the Meade Wind Park reflects lower incremental costs of compliance and

lower overall cost of service to DTE Electric's customers over the life of the Renewable Energy Plan than assumed in DTE Electric's 2008 PA 295 Amended Renewable Energy Plan. Thus, the development and construction of the Meade Wind Park is reasonable and prudent and consistent with the retail rate impact limits under MCL 460.1045, and approval of the Contracts and DTE Electric's related requests for relief will not result in an alteration or amendment in rates or rate schedules and will not result in an increase in the cost of service to customers.

6. Like typical equipment and construction contracts, the Meade Wind Park Contracts include provisions to account for changes that may occur in the field or changes in equipment based upon new information. For example in the EPC Agreement, an unknown amount of drain tile will need to be repaired after completing the Meade Wind Park electrical collection system installation or DTE Electric may be able to source certain cable and transformers less expensively than the EPC Contractor. Similarly, in the TSA, there is a schedule of options with fixed pricing that DTE Electric may elect to include based upon new information, such as electrical interconnection studies. The process to address options negotiated in the Contracts, as well as changes commonly incurred in the construction industry, are included in the Meade Wind Park Contracts. Additional changes reflecting final site conditions and optimization of wind turbine layouts may also be made, but would also be immaterial to this filing and the relief requested herein. Even including these contingencies, and as indicated above, the Meade Wind Park Contracts and the total costs associated with the Meade Wind Park reflect lower incremental costs of compliance and lower overall cost of service to DTE Electric's customers than assumed in DTE Electric's approved 2008 PA 295 Amended Renewable Energy Plan.

7. Based on the facts and conclusions described above, I believe the total power production and the installed cost of the Meade Wind Park are reasonable and prudent and are

consistent with the retail rate impact limits under MCL 460.1045 DTE Electric believes that it would be appropriate to use the renewable energy transfer prices set forth in the attached Exhibit S-1 filed in Case No. U-16656 (which exhibit reflects the currently approved transfer price schedule for Renewable Energy Contracts and Company-owned Renewable Energy Systems that the Commission approves) for the energy and capacity associated with the Mead Wind Park wind-powered generating facilities that will be engineered, procured and constructed under the Contracts, for recovery under the Company's Power Supply Cost Recovery ("PSCR") process under MCL 460.6j. (See Case No. U-16656 Exhibit No. S-1); See also MCL 460.1047(2)(b)(iv); MCL 460.1049(3)(c)). The Company also requests approval of the capacity charges included in the transfer prices set forth in Exhibit S-1 filed in Case No. U-16656 for the Mead Wind Park for purposes of MCL 460.6j(13)(b), and any additional approvals that the Commission may deem necessary under MCL 460.6j.

8. Under the proposed transfer price, the total power production and the installed cost of the Meade Wind Park, including but not limited to the Contracts, are reasonable and prudent, and consistent with the retail rate impact limits under MCL 460.1045 and the renewable energy system costs projected by the Company in DTE Electric's Amended Renewable Energy Plan filing in Case No. U-17302 as approved by the Commission in its December 19, 2013 Order, and there will not be any increase in DTE Electric's charges for electric service resulting from the requested approvals and assurances. As such, approval of the Meade Wind Park Contracts and DTE Electric's related requests, including the use of either current or proposed transfer prices, will not result in "*an alteration or amendment in rates or rate schedules*" and "*will not result in an increase in the cost of service to customers.*"

9. Based on my experience, the above determinations, and the conclusions set forth in the accompanying affidavit of Ms. Smalls-Tilford, I believe that Commission approval of the Meade Wind Park Contracts and DTE Electric's related requests will not cause alteration or amendment in DTE Electric rates or rate schedules, nor will Commission approval of the Meade Wind Park Contracts and DTE Electric's related requests increase the cost of service to DTE Electric customers compared to what was assumed in DTE Electric's Commission-approved 2008 PA 295 Amended Renewable Energy Plan. The Meade Wind Park Contracts are consistent with DTE Electric's 2008 PA 295 Amended Renewable Energy Plan filed and approved by the Commission in Case No. U-17302 and consistent with the retail rate impact limits under MCL 460.1045.

10. The Company competes for renewable energy, advanced cleaner energy and related equipment, products and services. Maintaining the confidentiality of the specific terms and conditions involved in acquiring such renewable energy, advanced cleaner energy, and related equipment, products and services will help ensure that the suppliers submit competitive bids and offer their best prices to DTE Electric and thereby help DTE Electric achieve the lowest reasonable cost for these items. Accordingly, maintaining the confidentiality of the various redacted provisions of the Meade Wind Park Contracts, such as but not limited to wind turbine generator commercial and technical specifications, specific pricing terms, preliminary data on turbine siting and/or pending land acquisitions, and security amounts, will help the Company provide DTE Electric customers with lower cost renewable energy and advanced cleaner energy project alternatives consistent with 2008 PA 295.

11. Public disclosure of the redacted details in the Meade Wind Park Contracts will hamper the Company's ability to provide the lowest reasonable renewable energy and advanced

cleaner energy power supply cost to its retail electric customers. Therefore, I believe it is in DTE Electric's, as well as its customers', best interest for such competitively sensitive information to remain confidential and undisclosed. The original unredacted Meade Wind Park Contracts are available for inspection by the Commission and its Staff at the Company's premises.

12. Based on my experience, the above determinations, and the conclusions set forth in the accompanying affidavit of Ms. Smalls-Tilford, I believe it is in DTE Electric's, as well as its customers', best interest for the Commission to approve the Meade Wind Park Contracts and grant the Company's related requests.

Further, Affiant sayeth not.

David B. Harwood

Subscribed and sworn to before
me this 4th day of November, 2014.

Estella R. Branson, Notary Public
Wayne County, Michigan
My Commission Expires: 10-26-2017
Acting in Wayne County

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's own motion,)
regarding the regulatory reviews, revisions,)
determinations, and or approvals necessary for) Case No. U-17302-MWP
DTE ELECTRIC COMPANY f/k/a THE) (Paperless e-file)
DETROIT EDISON COMPANY to fully comply)
with Public Acts 286 and 295 of 2008)
_____)

AFFIDAVIT OF ROSEMARY C. SMALLS-TILFORD

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

Rosemary C. Smalls-Tilford, being first duly sworn, deposes and says:

1. I am a Regulatory Consultant in Regulatory Affairs for DTE Electric Company (“DTE Electric” or the “Company”). I have earned a Bachelor of Science Degree in Business Management from Central Connecticut State University and a Masters of Business Administration (“MBA”) in Finance from Clark Atlanta University. Upon earning my MBA, I worked as a Plant Controller at Xerox Corporation for one year and then moved to Arkansas to work as a Strategic Planning and Finance Officer at First Commercial Corporation. Prior to joining DTE Electric, I worked for Bank One Capital Markets as a Capital Markets Associate. I have worked for DTE Electric for over 10 years in various regulatory-related areas.

2. As a Regulatory Consultant in Regulatory Affairs, I am responsible for coordinating and managing the various 2008 PA 295 (“Act 295”) Renewable Energy matters before the Michigan Public Service Commission (“MPSC” or the “Commission”) and

coordinating the electric-related Federal Energy Regulatory Commission (“FERC”) compliance activities. Subject matter includes the 21st Century Energy Plan, PAYS Collaborative initiative (Pay as You Save), GreenCurrents, various Company Legislative initiatives, and renewable energy.

3. The recovery of the total costs associated with the Sale of Power Generation Equipment and Related Services, a Turbine Supply Agreement (“TSA”) between DTE Electric and General Electric Company (“GE”) and the Aristeo Construction Company (“Aristeo”) Engineering, Procurement, and Construction (“EPC”) Contracts (the two contracts collectively are the “Contracts”) submitted for Commission approval in this proceeding can be accomplished with the Power Supply Cost Recovery (“PSCR”) transfer prices set forth in the MPSC Approved Case No. U-16656 Exhibit No. S-1 and the revenue recovery mechanism surcharges set forth in Exhibit No. A-27 in Case No. U-17302, as approved by the Commission in its December 19, 2013 Order. The Company also requests approval of the capacity charges, which are included in the transfer prices, set forth in the MPSC Approved Case No. U-16656 Exhibit No. S-1. The total costs of the Contracts, as discussed in the accompanying affidavit of Mr. Harwood, are consistent with the wind-powered generating facility costs projected by the Company in DTE Electric’s Amended Renewable Energy Plan, Case No. U-17302, as approved by the Commission in its December 19, 2013 Order. As such, the Contracts comply with the retail rate impact limits under MCL 460.1045, and approval of the Contracts and DTE Electric’s related requests will not result in “*an alteration or amendment in rates or rate schedules*” and “*will not result in an increase in the cost of service to customers.*”

5. The total power production and the installed cost of the Mead Wind Park, including but not limited to the Contracts, as discussed in the accompanying Affidavit of Mr.

Harwood, are reasonable and prudent, and consistent with the retail rate impact limits under MCL 460.1045 and the renewable energy system costs projected by the Company in DTE Electric's Amended Renewable Energy Plan filing in Case No. U-17302 as approved by the Commission in its December 19, 2013 Order, and there will not be any increase in DTE Electric's charges for electric service resulting from the requested approvals and assurances. As such, approval of the Mead Wind Park Contracts and DTE Electric's related requests, including the use of either current or proposed transfer prices, will not result in "*an alteration or amendment in rates or rate schedules*" and "*will not result in an increase in the cost of service to customers.*"

6. The Renewable Energy Credits generated by the wind-powered generating facility capacity installed as a result of the Contracts will count toward the "[u]p to but no more than 50% of the Renewable Energy Credits" from renewable energy systems that were developed by and are owned by the electric provider under MCL 460.1033(1)(a)(i). Neither DTE Electric nor DTE Energy is affiliated with GE or Aristeo.

7. The Contracts do not include a renewable energy contract or a contract to purchase renewable energy credits without the associated renewable energy.

8. Based on my experience, the above determinations, and the conclusions set forth in the accompanying Affidavit of Mr. Harwood, I believe that Commission approval of the Mead Wind Park Contracts, and DTE Electric's related requests, will not cause alteration or amendment in DTE Electric rates or rate schedules, nor will Commission approval of the Contracts and DTE Electric's related requests increase the cost of service to DTE Electric customers, and I believe that it is in DTE Electric's, as well as its customers' best interests for

the Commission to approve the Mead Wind Park Contracts and grant the Company's related requests.

Further, Affiant sayeth not.

ROSEMARY C. SMALLS-TILFORD

Subscribed and sworn to before
me this 4th day of November, 2014.

Estella R. Branson, Notary Public
Wayne County, Michigan
My Commission Expires: 10-26-2017
Acting in Wayne County

ENGINEERING, PROCUREMENT, AND CONSTRUCTION AGREEMENT

MEADE WIND PARK

by and between

DTE ELECTRIC COMPANY
as Owner

and

Aristeo Construction Company
as Contractor

Dated as of November 4, 2014

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- Exhibit C Permit List and Responsibility
- Exhibit D Project Site Layout
- Exhibit E Project Milestone Schedule
- Exhibit F [REDACTED]
- Exhibit G-1 [REDACTED]
- Exhibit G-2 [REDACTED]
- Exhibit H Form of Turbine Foundation Completion Certificate
- Exhibit I Form of Turbine Mechanical Completion Certificate
- Exhibit J Form of Wind Park Substation Completion Certificate
- Exhibit K Form of Collection System Circuit Completion Certificate
- Exhibit L Form of Substantial Completion Certificate
- Exhibit M Form of Design Completion Certificate
- Exhibit N RESERVED
- Exhibit O Form of Job Book
- Exhibit P-1 [REDACTED]
- Exhibit P-2 [REDACTED]
- Exhibit P-3 [REDACTED]
- Exhibit Q [REDACTED]
- Exhibit R Program Management
- Exhibit S Form of Affidavit of Michigan Labor
- Exhibit T [REDACTED]
- Exhibit U Technical Submittals
- Exhibit V Wind Day Reporting Form
- Exhibit W [REDACTED]
- Exhibit X [REDACTED]
- Exhibit Y [REDACTED]
- Exhibit Z [REDACTED]

LIST OF APPENDICES
(to Exhibit A)

Appendix A

Work

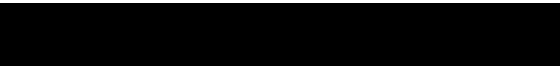
- Appendix A-1 Scope of Work
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Existing Site Conditions of Access Road Locations

Appendix C

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- Appendix F-2 Weights and Dimensions
- Appendix F-3 Grid Interconnection
- Appendix F-4 Windfarm SCADA Systems Overview
- Appendix F-5 WindCONTROL System
- Appendix F-6 Foundation Data for 1.7X-100 96m HH
- Appendix F-7 Installation Checklist
- Appendix F-8 Installation Inspection Procedure
- Appendix F-9 Installation Manual

Appendix F-10	Foundation Design and Execution Information
Appendix F-11	Storage Manual
Appendix F-12	Site Roads and Crane Hard Standings
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Appendix G

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Appendix G-2	DECo Chain Link Fence Materials & Erection - Specification 390 Revision V
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Appendix H-1D	Collection Substations
Appendix H-1E	SCADA & Communications Systems
Appendix H-2	Detroit Edison Grounding Specifications Report No. E-11-01

Appendix I

Drawing Standards and Naming Convention

Appendix I-1	MEP Engineering Practice and Preparation for Detroit Edison Drawings
Appendix A-2	Substation Document Naming Convention

Appendix J

Permanent Meteorological Tower

ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT

This ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT (this "Agreement") is made and entered into as of November 4, 2014 (the "Effective Date"), by and between DTE ELECTRIC COMPANY, a Michigan corporation ("Owner"), and Aristeo Construction Company, a Michigan corporation ("Contractor").

WHEREAS, Owner is developing a wind-powered electric generation facilities—the Meade Wind Park, to be located in the state of Michigan.

WHEREAS, Contractor has represented that it is experienced and qualified in providing design, engineering, technical assistance, procurement, supply, construction management, construction, installation, start-up and testing services, and that it possesses the expertise and resources to complete the Work (as defined herein).

WHEREAS, Owner wishes to engage Contractor, and Contractor wishes to be engaged, to design, engineer, provide technical assistance, procure, supply, construct, install, start-up, and test the Wind Park (as defined herein), on the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein the Parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE 1 DEFINITION OF TERMS AND INTERPRETATION

Section 1.1 Definitions. Whenever used in this Agreement, the following terms shall have the following respective meanings:

"Affiliate" means, with respect to any Party, any Person directly or indirectly controlling, controlled by or under common control with such Party. The term "control" and correlative terms includes the possession, directly or indirectly and whether acting alone or in conjunction with others, of the authority to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"Agreement" has the meaning set forth in the introductory paragraph hereof and includes all exhibits and schedules attached hereto.

"As-Built Drawings" means final drawings that accurately reflect the "actual" physical condition and location of a system, structure or component as constructed and installed.

"Business Day" means every day other than a Saturday, Sunday or a day on which banking institutions are required or permitted to be closed in the State of Michigan.

"Certified Michigan Labor" means the number of labor hours attributed to the construction at the Wind Park Site performed by residents of the State of Michigan.

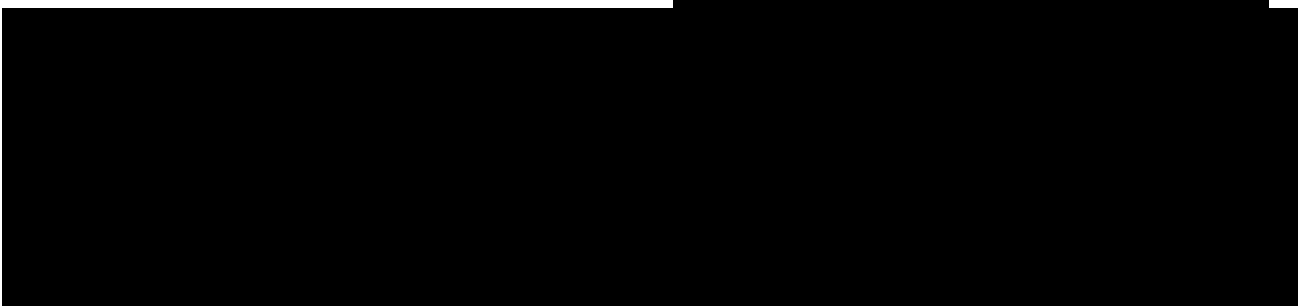
“Change Order” means a written order issued in accordance with the provisions of ARTICLE 5, agreed to and signed by Owner and Contractor.

“Collection System” means the permanent (i) electrical infrastructure required to transmit energy between each Turbine and the Wind Park Substation and (ii) communications infrastructure required to transmit SCADA data to the SCADA control panel as appropriate for the Wind Park, in accordance with the Scope of Work and the Turbine Specifications. The Collection System, including each Turbine associated therewith, is comprised of the individual Collection System Circuits and is further described in the Scope of Work.

“Collection System Circuit” means, for each Turbine, the underground collection system cables, splices, grounding transformers, junction boxes, disconnect switches, breakers and other equipment as necessary between the Turbine and the medium voltage bus in the Wind Park Substation. For communications infrastructure purposes, each Collection System Circuit shall include fiber optic cable and all other associated equipment necessary to transmit performance and operating data from each Turbine to the SCADA control panel.

“Collection System Circuit Completion” means, for each Collection System Circuit, the satisfaction of all of the requirements set forth in Section 6.5(a).

“Collection System Circuit Completion Certificate” means a certificate from Contractor to Owner, substantially in the form of Exhibit K, issued in accordance with Section 6.5(b), that the requirements for Collection System Circuit Completion for a Collection System Circuit have been satisfied.



“Completion Certificate” means a Design Completion Certificate, Turbine Foundation Completion Certificate, Wind Park Substation Completion Certificate, Collection System Circuit Completion Certificate, Turbine Mechanical Completion Certificate, and Substantial Completion Certificate, as applicable.

“Confidential Information” has the meaning set forth in Section 17.2.

“Construction Schedule” means the schedule for the Project in performing the Work, which shall be consistent with the Project Milestone Schedule and is to be developed pursuant to the Agreement, including, but not limited to, the scheduling requirements set forth in Exhibit R.

“Contractor” has the meaning set forth in the first paragraph hereof.

“Contractor Event of Default” has the meaning set forth in Section 14.1.

“Contractor Permits” means the Permits that Contractor is required to secure for the performance of the Work as listed on Exhibit C.

“Contract Price” has the meaning set forth in Section 3.1.

“Crane Wind Day”



Activity	Wind Speed (mph)
Installation of Base or Mid Tower Section	[REDACTED]
Installation of Top Tower Section	
Installation of Blades	
Installation of Nacelle or Rotor	
Installation work required in Nacelle to achieve Turbine Mechanical Completion	

“Crane Wind Day Extension” [REDACTED]

“Customs Duties” means all import taxes, import duties, custom duties and other similar charges.

“Delay Liquidated Damages” means Turbine Foundation Completion Liquidated Damages, Turbine Mechanical Completion Liquidated Damages, and/or Substantial Completion Liquidated Damages, as applicable.

“Design Completion” has the meaning set forth in Section 6.2(a).

“Design Completion Certificate” means a certificate from Contractor to Owner, substantially in the form of Exhibit M, issued in accordance with Section 6.2(b), that the requirements for Design Completion for a Wind Park have been satisfied.

“Direct Costs” means Contractor’s actual and verifiable cost of labor, support labor, material, equipment, services, tools, supplies, Subcontracts, Wind Park Site facilities, utilities, and Wind Park Site staffing necessary to perform the Work.

“Dispute” has the meaning set forth in Section 18.1.

“Dollars” means Dollars of the United States of America.

“Easements and/or Special Land Owner Agreements” mean the easements and other land owner agreements set forth in Exhibit Y.

“Effective Date” has the meaning set forth in the first paragraph hereof.

“Energization”, “Energized” or “Energizing” means the electrical energization of the Wind Park Substation, Collection System Circuit, Turbine, or other applicable components of the Wind Park, to enable the delivery of energy from the Turbines to the Point of Interconnection, at rated capacity and otherwise in accordance with the intended design of all such facilities.

“Energization and Testing Amount” has the meaning set forth in Section 3.2.1.

“Environmental Plan” means a plan specific to the WindPark, as more specifically described in Exhibit A, that reflects the terms of all construction permits which are applicable to the Work, including, but not limited to: (i) a stormwater pollution prevention plan; (ii) a waste management plan (including Hazardous Materials); (iii) a spill prevention, control, and countermeasure plan; (iv) a fugitive dust control plan; and (v) measures for protecting sensitive environmental resources.

“Final Completion” means the satisfaction of all of the requirements set forth in Section 7.1.

“Final Completion Date” means the date on which Final Completion occurs.

“Force Majeure” has the meaning set forth in Section 10.1.

“Geotechnical Investigations” means the geotechnical and soil studies performed for the WindPark Site included within Exhibit A.

“Good Utility Industry Practices” means the practices, methods, and acts (including, but not limited to, the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry) that, at a particular time, in the exercise of reasonable professional judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with applicable Law, Interconnection Requirements, regulation, codes, industry standards, equipment manufacturer’s recommendations, reliability, safety, environmental protection, economy, and expedition. With respect to the Wind Park, Good Utility Industry Practice(s) include, but are not limited to, taking reasonable steps to ensure that:

- (a) Contractor’s or Subcontractor’s or Supplier’s provided equipment, materials, resources, and supplies are available to meet the WindPark’s needs;
- (b) Contractor’s or Subcontractor’s or Supplier’s provided equipment will function properly under both normal design conditions and any reasonably foreseeable emergency conditions at the WindPark Site;
- (c) appropriate monitoring and testing are performed to ensure Contractor’s or Subcontractor’s or Supplier’s provided equipment is functioning as designed; and
- (d) Contractor’s or Subcontractor’s or Supplier’s provided equipment is not commissioned and tested in a negligent manner, or in a manner unsafe to workers, the general public, or in violation of environmental Laws or without regard to defined limitations such as flood conditions, safety inspection requirements, operating voltage, current, volt-ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization, and/or control system limits

“Governmental Authority” means any federal, state, local, municipal or other governmental, regulatory, administrative, judicial, public or statutory instrumentality, court or

governmental tribunal, agency, commission, authority, body or entity having legal jurisdiction over the matter or Person in question.

“Grounding Grid” means a grounding grid meeting the requirements set forth in the Scope of Work.

“Guaranteed Collection System Circuit Completion Date” means the applicable date for the WindParkset forth on Exhibit E.

“Guaranteed Wind Park Substation Completion Date” means the applicable date for the WindParkset forth on Exhibit E.

“Guaranteed Completion Dates” means the Guaranteed Design Completion Date, the Guaranteed Turbine Foundation Completion Date, the Guaranteed Wind Park Substation Completion Dates, the Guaranteed Collection System Circuit Completion Dates, the Guaranteed Turbine Mechanical Completion Date, and the Guaranteed Substantial Completion Date all as set forth for the WindPark on Exhibit E. The Guaranteed Completion Dates may only be changed by a Change Order pursuant to Article 5.

“Guaranteed Design Completion Date” means the applicable date for the WindParkset forth on Exhibit E.

“Guaranteed Substantial Completion Date” means the applicable date for the WindPark set forth on Exhibit E.

“Guaranteed Turbine Foundation Completion Date” means the applicable date for the WindPark set forth on Exhibit E.

“Guaranteed Turbine Mechanical Completion Date” means the applicable date for the WindPark set forth on Exhibit E.

“Hazardous Materials” means (i) any chemicals, materials, substances, or wastes which are now or hereafter defined as or included in the definition of “hazardous substance,” “hazardous material,” “hazardous waste,” “solid waste,” “toxic substance,” “extremely hazardous substance,” “pollutant,” “contaminant,” or words of similar import under any applicable Law; (ii) any petroleum, petroleum products (including crude oil or any fraction thereof), natural gas, natural gas liquids, liquefied natural gas or synthetic gas useable for fuel (or mixtures of natural gas and such synthetic gas), or oil and gas exploration or production waste, polychlorinated biphenyls, asbestos-containing materials, mercury, urea formaldehyde insulation, radioactivity and lead-based paints or any other substance that has been contaminated, polluted or made toxic; and (iii) any other chemical, material, substances, waste, or mixture thereof which is prohibited, limited, or regulated pursuant to, or that could reasonably be expected to give rise to liability under, any applicable Law.

“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,

DTE Electric Meade Wind Park
DTE-Aristeo EPC Execution Copy

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.

“Issued for Construction” shall have the meaning set for in Exhibit A as it relates to Contractor’s design submittals.

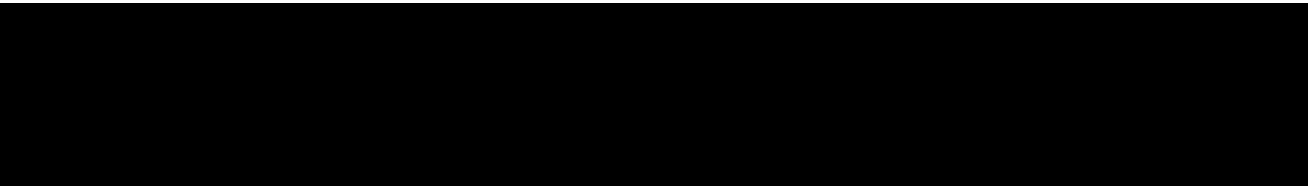
“Items” has the meaning set forth in Section 2.19.

“Job Book” means a manual prepared by Contractor and approved by Owner containing all Contractor (and Subcontractor and Supplier) engineering, design, purchasing and other information relating to the Work, including the information described in Exhibit O.

“Land Owner or Occupant” mean a Person from whom Owner has obtained an Easement and/or Special Land Owner Agreement, and such Person’s successors and assigns, and their family members, licensees, invitees and lessees, if any, who may from time to time occupy or be present on the WindPark Site.

“Late Completion Notice” has the meaning set forth in Section 8.2(d).

“Laws” means all laws, treaties, ordinances, statutes, judgments, injunctions, decrees, orders, writs, rules, regulations and interpretations, in effect as of or at anytime after the Effective Date, of any Governmental Authority having jurisdiction over the actions of Contractor, the WindPark Site, all or any portion of the Wind Park, the performance of the Work, this Agreement and each other document, instrument and agreement delivered or to be delivered hereunder or in connection herewith.



“Major Supplier” means any Supplier that will supply any materials, supplies, parts or equipment for or in connection with the Work having an aggregate value in excess of



“Meade Wind Park” means the project consisting of up to [REDACTED] of wind energy generation developed by Company located in Huron County, Michigan having the approximate currently contemplated Meade Wind Park Site Boundaries set forth in Exhibit D.

“Meade Wind Park Site” means the real property in Huron County, Michigan that is more particularly described in the Site Plan attached as Exhibit D, which shall be subject to revision by the Owner pursuant to Section 4.3.

“Meade Wind Park Site Boundaries” means the areas marked as such on Exhibit D for the Meade Wind Park, which shall be subject to revision by Owner pursuant to Section 4.3.

“Milestone” means each Milestone designated as such in the Project Milestone Schedule.

“Milestone Date” means each date associated with a Milestone as designated in the Project Milestone Schedule.

“Milestone Payment Schedule” means the milestone payment schedule attached hereto as Exhibit F.

“MISO” means the Midcontinent Independent System Operator.

“MPSC” means the Michigan Public Service Commission.

“Notice of Final Completion” means a notice from Owner to Contractor issued in accordance with Section 7.1, that the requirements for Final Completion have been satisfied.

“Notice to Proceed” has the meaning set forth in Section 4.1.

“Notice to Proceed Date” means the date of the Notice to Proceed.

“Owner” has the meaning set forth in the first paragraph hereof. Any reference to The Detroit Edison Company or DECo in the Exhibits or Appendices shall mean Owner.

[REDACTED]

[REDACTED]

“Owner Change Request” has the meaning set forth in Section 5.2 (a).

“Owner Contractors” means those Persons, 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 Wind Park (including the Turbine Supplier), or their subcontractors or suppliers of any tier.

“Owner Permits” means the Permits that Owner is required to secure relating to the construction, ownership and operation of the Wind Park as listed on Exhibit C.

“Owner Supplied Equipment” means the Turbines and any other materials, parts, supplies and equipment that are to be supplied by Owner or any Owner Contractor, as expressly identified in Exhibit B.

“Owner’s Change Review Board” means the Owner’s process for administering change requests.

“Owner’s Engineer” means Black and Veatch Corporation or any other engineering consulting firm designated by Owner.

“Party” or “Parties” means either or both, as the case may be, of the Owner and the Contractor.

“Permits” means any valid waiver, exemption, variance, franchise, permit, authorization, license or similar order of or from, or filing or registration with, or notice to, any Governmental Authority applicable to the performance of the Work or the construction, ownership, operation or maintenance of the Wind Park.

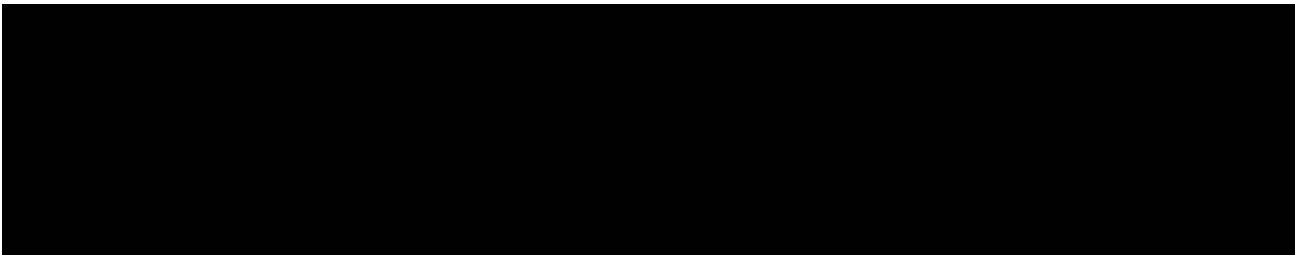
“Person” means any individual, corporation, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture, government or political subdivision or agency thereof.

“Point of Interconnection” means the point of interconnect with the Owner’s system and/or the point of interconnect with the International Transmission Corporation.

“Project” means Meade Wind Park with an aggregate nominal wind energy electric generation capacity of up to [REDACTED]

“Project Milestone Schedule” means the Project Milestone schedule attached as Exhibit E.

“Prudent Wind Industry Practices” means, with respect to Contractor, those practices, methods, specifications and standards of safety, performance, dependability, efficiency and economy generally recognized by industry members in the U.S., including wind generation owners, wind turbine generator suppliers, wind generation project construction contractors, and engineering firms, as good and proper, and such other practices, methods or acts which, in the exercise of reasonable judgment by those experienced in the industry in light of the facts known at the time a decision is made, would be expected to accomplish the result intended at a reasonable cost and consistent with applicable Laws, reliability, safety and expedition. Prudent Wind Industry Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be a spectrum of good and proper practices, methods and acts.



“QA/QC Program” has the meaning set forth in Subsection 2.17(a).

“Retainage” has the meaning set forth in Section 3.6.

“Safety Plan” has the meaning set forth in Section 2.16(b).

“SCADA” means supervisory control and data acquisition system, including central computer, remote PC system and ancillary communication terminals and cables installed in individual Turbine controllers, meteorological towers and the Wind Park Substation, to be supplied and installed by the provider of the SCADA.

“Scope of Work” means the specifications and requirements for, and description of, the Wind Park and otherwise regarding the Work, as specified in Exhibit A.

“Senior Officer” has the meaning set forth in Section 18.1.

“Site Plan” means the design and layout for the WindPark set forth on Exhibit D, as same may be revised by the Owner pursuant to Section 4.3.

“Spare Parts” means spare parts with respect to the equipment for the Wind Park (excluding Owner Supplied Equipment).

“Subcontract” means any contract, agreement, purchase order, or other agreement between Contractor and a Subcontractor (or between any Subcontractor and a lower tier Subcontractor) in respect of any of Contractor’s obligations hereunder with respect to the Wind Park.

“Subcontractor” means a Person that has a Subcontract (at any tier) to perform a portion of the Work at the WindPark Site or in relation to any transportation to the WindPark Site; provided, however, that the term “Subcontractor” shall not include any Suppliers or Owner Contractors.

“Subcontractor Services” has the meaning set forth in Section 2.19.

“Substantial Completion” means the satisfaction of all of the requirements set forth in Section 6.7(a).

“Substantial Completion Certificate” means certificate from Contractor to Owner, substantially in the form of Exhibit L, issued in accordance with Section 6.7(b), that the requirements for Substantial Completion have been satisfied.

“Substantial Completion Date” means the date on which Substantial Completion occurs for the WindPark as set forth in the Substantial Completion Certificate executed by Owner.

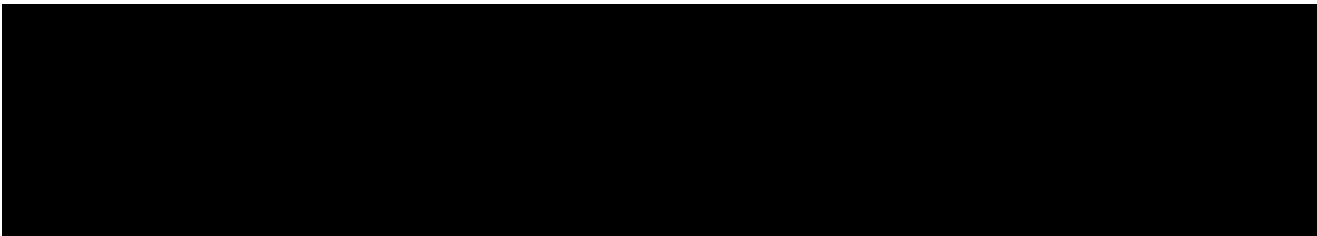
“Substantial Completion Liquidated Damages” has the meaning set forth in Section 8.2(c).

“Substation GSU Transformer” means a generator step up transformer used to raise the voltage of the power produced by a Wind Park to the voltage level at the Point of Interconnection.

“Substation GSU Transformer Supplier” means Pennsylvania Transformer Technology, Inc.

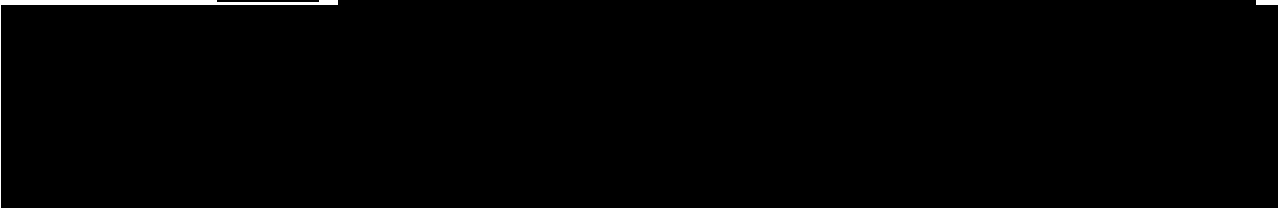
“Supplier” means any Person supplying materials or equipment to Contractor or to any Subcontractor for the Work, but who does not perform labor at the WindPark Site.

“Technical Submittals” means the list of drawings and other documents set forth in Exhibit U to be delivered by Contractor to Owner pursuant to this Agreement.



“Tower” means each steel tubular tower on which a nacelle shall be mounted, including all ladders, platforms, internal lighting, safety equipment and all parts, hardware and assemblies necessary for a complete Turbine tower.

“Turbine”



“Turbine Foundation” means the foundation for each Turbine.

“Turbine Foundation Completion” has the meaning set forth in Subsection 6.3(a).

“Turbine Foundation Completion Certificate” means a certificate from Contractor to Owner, substantially in the form of Exhibit H, issued in accordance with Subsection 6.3(b), that the requirements for Turbine Foundation Completion have been satisfied.

“Turbine Foundation Completion Date” means the date on which Turbine Foundation occurs for each Turbine Foundation as set forth on the Turbine Foundation Completion Certificate executed by Owner.

“Turbine Foundation Completion Liquidated Damages” has the meaning set forth in Subsection 8.2(a).

“Turbine Mechanical Completion” for each Turbine has the meaning set forth in Section 6.6(a).

“Turbine Mechanical Completion Certificate” means a certificate from Contractor to Owner, substantially in the form of Exhibit I, issued in accordance with Section 6.6(b), that the requirements for Turbine Mechanical Completion for a Turbine have been satisfied.

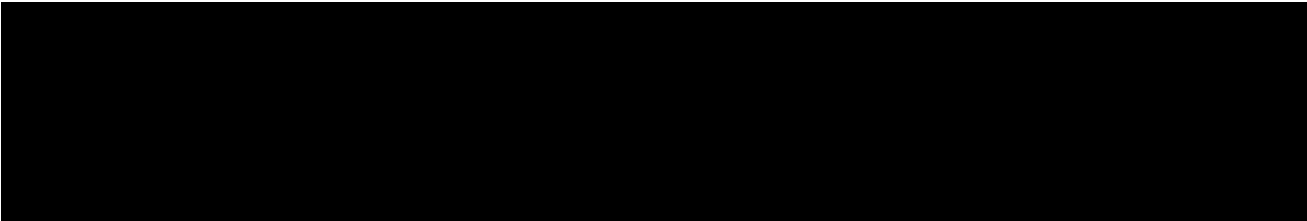
“Turbine Mechanical Completion Date” means the date on which Turbine Mechanical Completion occurs for each Turbine as set forth on the Turbine Mechanical Completion Certificate executed by Owner.

“Turbine Mechanical Completion Liquidated Damages” has the meaning set forth in Section 8.2(b).

“Turbine Specifications” means the specifications for each Turbine and equipment provided by the Turbine Supplier.

“Turbine Supplier” means General Electric Company.

“Turbine Supply Agreement” means the contract for the sale of power generation equipment and related services between the General Electric Company and DTE Electric Company dated as of July 30, 2014.



“Vendor Manual” means each installation manual, operations manual and data sheets with respect to the Work to be provided by Contractor or a Supplier or Subcontractor and which manuals shall include among other things the general operating characteristics and requirements as well as all operations and maintenance procedures for all components and/or systems included in the Work, as typically provided by such Subcontractors and Suppliers in accordance with Good Utility Industry Practices and Prudent Wind Industry Practices. For the avoidance of doubt, the inclusion of the Vendor Manuals shall not relieve Contractor of any obligation to insure that such Vendor Manuals conform to the requirements of this Agreement, including the Scope of Work.

“WindPark” means the Meade Wind Park.

“WindPark Site Boundaries” means the areas marked as such on Exhibit D, which shall be subject to revision by the Owner pursuant to Section 4.3.

“WindParkSite” means the Meade Wind Park location and any laydown area.

“Wind Park Substation” means each and collectively, as applicable, Owner’s Pinnebog Substation and Echo Wind Park Station (including the transformer, breakers, structures, control building, metering, and other power conditioning components), located as shown in Exhibit D.

“Wind Park Substation Completion” means the satisfaction of all of the requirements set forth in Subsection 6.4(a).

“Wind Park Substation Completion Certificate” means a certificate from Contractor to Owner, substantially in the form of Exhibit J, issued in accordance with Subsection 6.4(b), that the requirements for Wind Park Substation Completion have been satisfied.

“Warranty Period” has the meaning set forth in Section 11.2(b).

“Work” has the meaning set forth in Section 2.1.

Section 1.2 Rules of Interpretation. This Agreement shall be interpreted in accordance with the rules of interpretation set forth in this Section 1.2.

- (a) Sections, Articles and Exhibits. References to Sections, Articles and Exhibits are, unless otherwise indicated, made to Sections of, Articles of, and Exhibits to this Agreement. The Parties acknowledge that the Exhibits to this Agreement form an integral part hereof.
- (b) Headings. The headings to Sections and Articles of this Agreement are for ease of reference only and shall not limit or restrict the construction or interpretation of this Agreement.
- (c) Gender. The masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa, and references to persons shall include individuals, bodies corporate, unincorporated associations and partnerships.
- (d) Successors and Assigns. References to Parties in this Agreement shall be deemed to include references to their successors and permitted assigns.
- (e) Miscellaneous. The words “herein,” “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular article, section or subsection of this Agreement. All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied. References to any agreement, document or instrument shall mean a reference to such agreement, document or

instrument as the same may be amended, modified, supplemented or replaced from time to time. The use of the word “includes” or “including” in this Agreement shall be construed to mean, whether same is expressly stated or not in any particular location, “including, without limitation” or “including but not limited to” and shall not be construed to mean that the examples (if any) given are an exclusive list of the topics covered. The word “day” shall constitute a calendar day of twenty-four (24) hours measured from midnight to the next midnight.

Section 1.3 Conflicting Provisions. The Agreement and Exhibits attached hereto shall be considered complementary. However, in the event of irreconcilable conflict between the Agreement and the Exhibits, unless the Agreement specifically states that a certain Exhibit is controlling, the Agreement shall govern and the conflicting provisions shall be interpreted in a manner consistent with the provisions of the Agreement. In the event of a conflict between Exhibits, the requirements imposing the more stringent or higher quality requirements upon the Contractor shall take precedence over the less stringent or lesser quality requirements applicable thereto. Where a conflict exists among codes and standards applicable to Contractor’s performance of the Work, the most stringent provision of such codes and standards shall govern. In the event that a conflict or inconsistency cannot be resolved by the application of the foregoing, the resolution of such conflict or inconsistency shall be made by Owner and provided to Contractor in writing.

ARTICLE 2 CONTRACTOR OBLIGATIONS

Section 2.1 Contractor’s Performance Obligations. Subject to the conditions precedent set forth in Section 4.1, and Contractor’s receipt of Owner’s Notice to Proceed pursuant to Section 4.1 [REDACTED] Contractor shall for the Contract Price perform all design, engineering, technical assistance, procurement, supply, management, construction, installation, start-up, testing, and commissioning (excluding start-up and commissioning of the Turbines), and other services and activities, as more fully described in Exhibit A or elsewhere in this Agreement (the “Work”). The Work shall include any work which is necessary to satisfy the requirements of this Agreement or that is reasonably implied by this Agreement, or arises from any obligation of Contractor under this Agreement, even if not explicitly referenced in this Agreement. Without limiting the foregoing, the Work shall include:

- (a) designing, constructing and installing the Wind Park, which shall include, without limitation, (i) procuring and installing all equipment and materials for the Wind Park (including installing Owner Supplied Equipment), (ii) designing and constructing Wind Park Site access roads, and (iii) performing all tests set forth in Exhibit A, all in conformity with the requirements and specifications set forth in this Agreement;
- (b) inspect or cause to be inspected all materials and equipment to be incorporated in the Work and reject those items determined by the Contractor not to be in compliance with Laws or the requirements of this Agreement;

- (c) supplying all labor, utilities, vehicles, transportation, materials, parts, supplies, equipment, tools and consumables required in connection with the performance of the Work (all materials, supplies, parts, and equipment supplied by the Contractor for incorporation into the Wind Park to be new and unused unless expressly otherwise approved by the Owner in writing).including but not limited to all handling equipment to accept delivery of the Turbine including all of its components to, and to otherwise accept delivery of all components necessary for the assembly, erection and permanent installation of the Turbine at the Turbine Foundations,excepting ONLY Owner Supplied Equipment as expressly identified in this Agreement, including all Turbine installation consumables required pursuant to the Turbine Supply Agreement;
- (d) developing an Environmental Plan for the WindPark;
- (e) cooperate with Owner and Owner Contractors to coordinate Contractor's performance of the Work with the work being performed by Owner and Owner Contractors;
- (f) timely obtaining all Contractor Permits;
- (g) not manufacturing, using, storing or disposing at, or delivering to, the WindPark Site any Hazardous Materials except to the extent necessary to perform its obligations under this Agreement, any such manufacture, delivery, use, storage and disposal to be performed in compliance with all Laws;
- (h) permitting the Owner, the Owner's Engineer and any other persons designated by the Owner access to the Work at all times;
- (i) compliance with the Owner's scheduling, reporting, and Project management requirement set forth in Exhibit R;
- (j) participate in meetings to be determined by Owner; and
- (k) subject to Section 12.2.1, provide physical security forthe WindPark Site and the equipment and materials incorporated into the Work or stored thereon, including Owner Supplied Equipment, from the Notice to Proceed Date until the applicable Wind ParkFinal Completion.

Contractor shall perform the Work in accordance with Contractor's quality control procedures, the Project Milestone Schedule, and the Construction Schedule, in a manner as necessary to avoid all demurrage and other delay charges to the Owner, all applicable codes and engineering standards, all applicable Laws and Permits, all Interconnection Requirements, Good Utility Industry Practices, Prudent Wind Industry Practices, the Safety Plan, all specifications and requirements provided by the Turbine Supplier pursuant to the Turbine Supply Agreement, all specifications and requirements provided by the Substation GSU Transformer Supplier, the Scope of Work and the Turbine Specifications, as applicable, any Vendor Operations Manuals, the requirements, limitations and other conditions of the Easements and/or Special Land Owner

Agreements and the additional Contractor land use restrictions in Exhibit Y, as such land use restrictions may be amended pursuant to Section 4.3, and otherwise fully in accordance with all of the terms and conditions of this Agreement. Contractor hereby agrees that it shall not make any changes or modifications to the Work without the prior written approval of Owner.


Notwithstanding anything else to the contrary in this Agreement, no inspection, review, or approval by Owner or any representative of Owner (or any action or inaction of the Owner as a result of or in conjunction with such inspection review or approval) of any design, specification, drawing, plan, manual, test, equipment, material, program, method, procedure or Work provided or performed by Contractor or any Subcontractor or Supplier shall constitute an approval, endorsement, confirmation or acknowledgment by Owner that the same satisfies the requirements of this Agreement; nor shall any such inspection, review or approval relieve Contractor of any of its obligations or liabilities under or arising from this Agreement. No waiver or failure by Owner in whole or in part to exercise any right to inspect, review or approve any design, specification, drawing, plan, manual, test, equipment, material, program, method, procedure or Work shall in any way relieve Contractor of full liability for the quality, character, and performance of the Work and every part of it, nor shall it prejudice or affect the rights of Owner set forth in this Agreement.

Section 2.2 Wind Park Deliverables. Contractor shall provide the following to Owner:

- (a) Technical Submittals. Contractor shall provide to Owner, in accordance with the schedule that is part of the Technical Submittals, each drawing and other document listed on the Technical Submittals. Each such drawing and other document submitted pursuant to the Technical Submittals shall be subject to the review and approval of the Owner. Within [REDACTED] (or such other review period as may be expressly provided for elsewhere in this Agreement) of the receipt of any design package with all appropriate drawings and/or calculations reasonably required to conduct a proper evaluation and review, submitted to it for review under this Agreement, Owner shall notify Contractor of any comments or questions that it may have thereon. Within [REDACTED] of the receipt of Owner's comments or questions on any drawing or other document, Contractor shall respond to such comments or questions and re-submit such drawing for Owner's review in accordance with this Section 2.2(a).
- (b) Without limiting the generality of Subsection 2.2(a) above:
 - i. Manuals and Other Documents. As soon as available to Contractor but no later than the Substantial Completion Date for the Wind Park, Contractor shall deliver to Owner three (3) complete hard copies and one (1) electronic copy of each of the following items for the applicable Wind Park: (i) the Vendor Manuals assembled and compiled in binders, containing all such materials organized by the categories of Collection System Circuit and Wind Park Substation; (ii) a list of recommended Spare Parts, specifications, and vendor information if not previously delivered;

and (iii) other documents that Owner may reasonably request. In addition, copies of the Vendor Manuals will be supplied in electronic format.

- ii. Wind Turbine Job Books. No later than the date that Turbine Mechanical Completion for each Turbine is achieved, Contractor shall deliver to Owner for Owner's review and approval three (3) preliminary hard copies and one (1) electronic copy in native format of the Job Books for such Turbine. Upon Final Completion, Contractor shall submit to Owner for Owner's review and approval three (3) final hard copies and one (1) electronic copy of the Job Books for each Turbine in form and substance reasonably satisfactory to Owner.
- iii. Other Job Books. No later than the Substantial Completion Date for the WindPark, Contractor shall deliver to Owner for Owner's review and approval three (3) preliminary hard copies and one (1) electronic copy in native format of the Job Books for all portions of the Work related to the Wind Park not included in the Job Books for the Turbines. Upon Final Completion, Contractor shall submit to Owner for Owner's review and approval three (3) final hard copies and one (1) electronic copy of such Job Books in form and substance reasonably satisfactory to Owner.
- iv. As-Built Drawings. No later than the Substantial Completion Date for the WindPark, Contractor shall deliver to Owner three (3) hard copy sets and one (1) electronic copy of final as-built drawings (the "As-Built Drawings") relating to such Wind Park prepared by Contractor which accurately and completely represent in detail everything assembled, installed, and constructed pursuant to this Agreement.

Section 2.3 Contractor's Key Personnel. Exhibit T contains a list of Contractor's key personnel who will be responsible for supervising the performance of the Work, including (among others on that list) the Contractor's project manager who shall act as the single point of contact in all matters relating to this Agreement on behalf of Contractor and Contractor's project superintendent. 

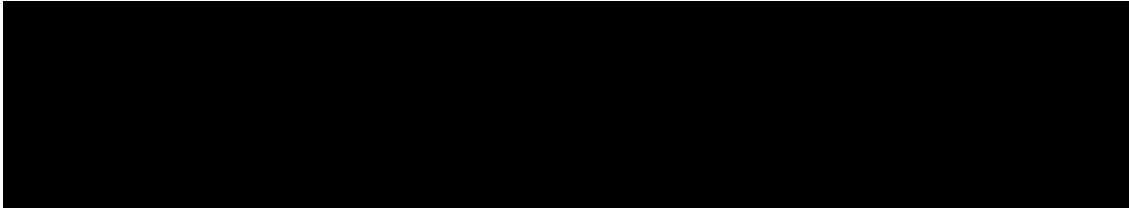
The Owner reserves the right to refuse admittance to, or request removal from the Wind Park Site any Contractor (or Subcontractor or Supplier) employee that Owner deems incompetent, disorderly, insubordinate, careless or otherwise objectionable at any time. Such refusal or request shall, unless the Owner approves otherwise be complied with immediately by the Contractor and shall not constitute cause for claiming additional time, compensation or damages. Removal of any employee shall not release the Contractor from any of its obligations under the terms of this Agreement. Any person to whom Owner refused admittance or requested removal from the Wind Park Site may not be re-employed at the Wind Park Site, by another Subcontractor or Supplier; nor shall the Contractor or any Subcontractor or Supplier employ at

the Wind Park Site, an employee of any Owner Contractors who has similarly been refused admittance to or removed from the WindPark Site by the Owner.

Section 2.4 RESERVED.

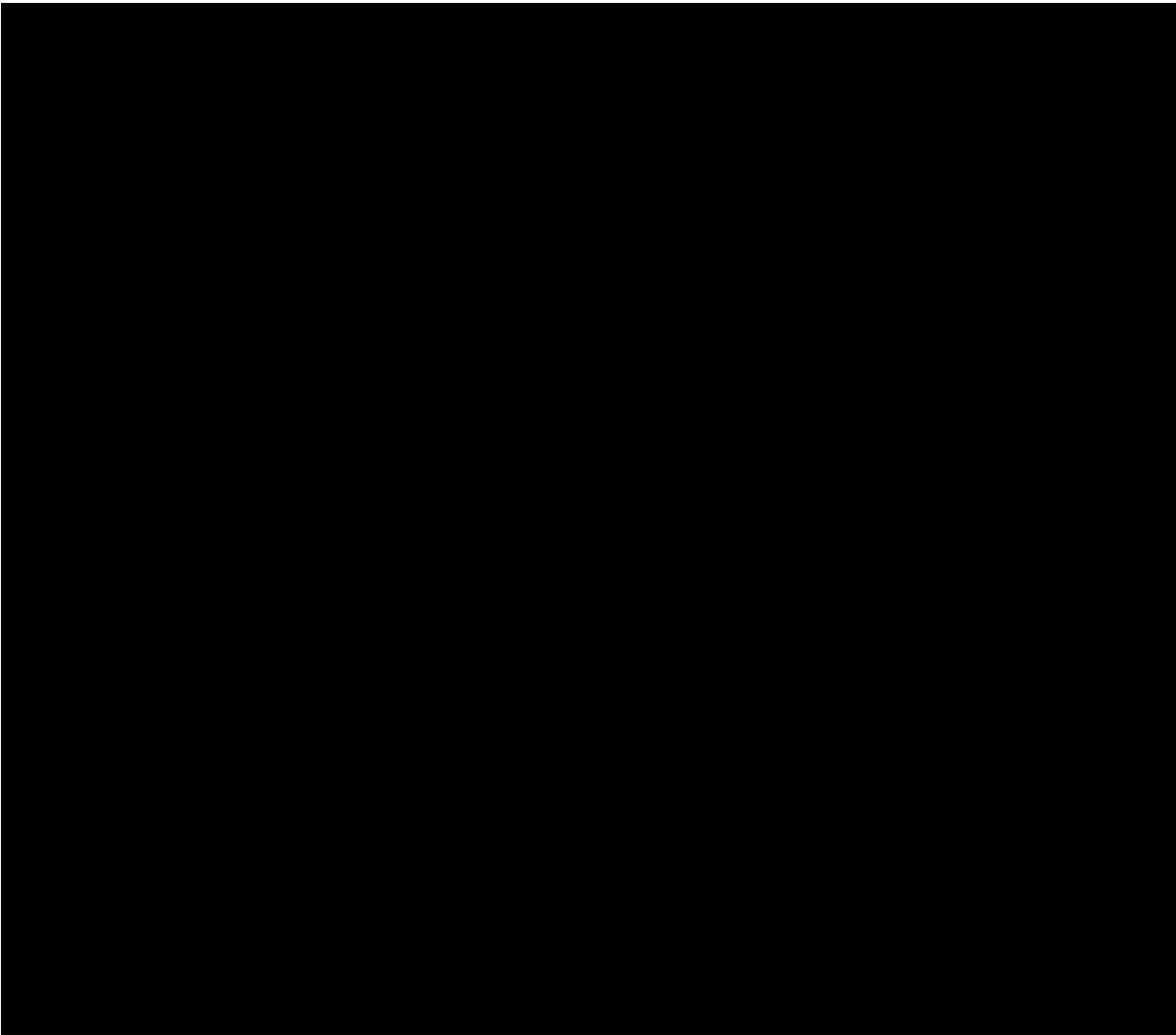
Section 2.5 Subcontractors and Suppliers.

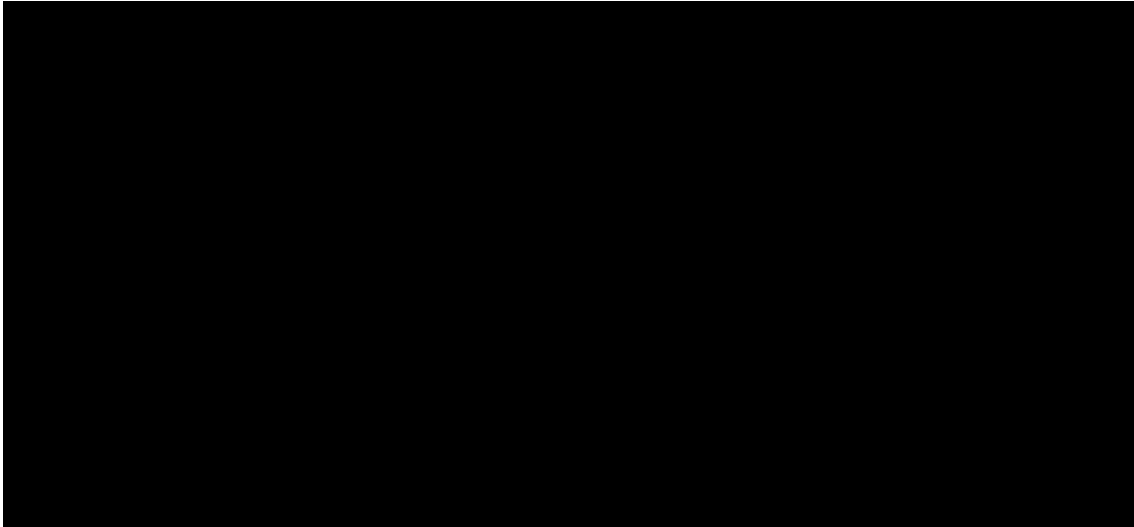
- (a) Owner acknowledges that Contractor may use and engage Subcontractors and Suppliers to perform some or all of its obligations hereunder. Exhibit Q(the “Owner Approved Vendor’s List”) hereto sets forth a list of Suppliers pre-approved by Owner for the supply of equipment or materials. No Subcontract or purchase order with any Supplier shall be entered into other than with a Supplier already pre-approved pursuant to Exhibit Q hereto without Owner’s prior written approval. Contractor shall notify Owner of all Subcontractors for performance of the Work and receive Company’s concurrence. Contractor and Owner agree that Owner’s approval of Subcontractors or Major Suppliers does not relieve Contractor of any of its obligations, duties or responsibilities hereunder. Upon the request of Owner, Contractor shall provide to Owner background information regarding the experience, financial strength, personnel and other background of any proposed Subcontractor or Supplier. The Contractor shall at all times be as fully responsible to the Owner for the actions, omissions, operations and Work of each of the Contractor’s Subcontractors and Suppliers as the Contractor is for the actions, omissions, operations and Work of the Contractor itself (it being further expressly understood that such full responsibility of the Contractor for the actions, omissions, operations and Work of its Subcontractors and Suppliers shall be comprehensive and shall apply whether or not “Subcontractors” and/or “Suppliers” are in various specific contexts specifically mentioned or referred to elsewhere in this Agreement).
- (b) Contractor shall be solely responsible for the performance of the Work and for paying each Subcontractor and Supplier amounts due to such Subcontractor and Supplier and nothing contained herein shall obligate Owner to pay any Subcontractor or Supplier for any of the Work performed by such Subcontractor or Supplier. No Subcontractor or Supplier is intended to be, nor shall any such Subcontractor or Supplier be deemed to be, a third party beneficiary of this Agreement. Contractor shall cause all Subcontractors and Suppliers to comply with the standards of performance set forth in this Agreement applicable to Contractor, including, without limitation, compliance with all Laws, Good Utility Industry Practices and the Safety Plan. Contractor agrees to cause all Subcontractors, and to the extent they may have any presence on the Wind Park Site, Suppliers, to maintain, and comply with, the insurance requirements of Contractor.
- (c) Without in any way detracting from Contractor’s representations and warranties and other testing requirements and guarantees set forth in this Agreement with respect to all of the Work, [REDACTED]



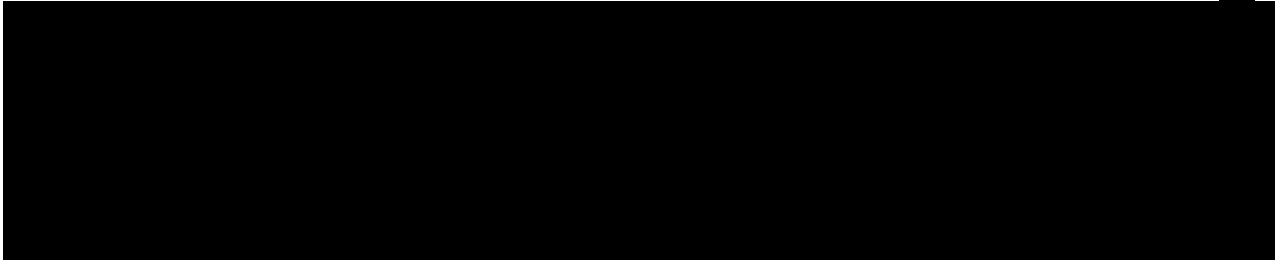
Section 2.6 Cooperation Regarding Commercial Operation. Contractor and Owner recognize that after a Turbine has been placed into commercial operation by Owner, Contractor may be continuing with completion of the Work. Following such time as a Turbine has been placed into commercial operation, Owner's operation shall have priority over the prosecution of the Work and Contractor shall not interfere with the Owner's operation of the Turbines or the Wind Park as a whole; provided, however, that Owner shall use reasonable efforts to accommodate Contractor's completion of the Work.

Section 2.7 






Section 2.8 Removal of Hazardous Materials. If Contractor or any Subcontractor or Supplier (a) brought or caused to be brought Hazardous Materials on the WindPark Site or (b) improperly released, handled, treated or stored Hazardous Materials on the WindPark Site, then Contractor shall be responsible, at its cost and expense, to remove or to remediate all such Hazardous Materials in accordance with all applicable Laws. Contractor shall not list Owner as the generator of any Hazardous Materials that Contractor removes from the WindPark Site. Contractor shall notify Owner of any Hazardous Materials that it encounters on the WindPark Site or any release of Hazardous Materials by Contractor or any Subcontractor or Supplier.



Section 2.9 Security for Performance of the Work.

- (a) If requested by Owner, Contractor shall deliver to Owner a payment and performance bond in an amount equal to the Contract Price, in form and substance reasonably acceptable to Owner and issued by treasury listed surety company or companies with an AM Best Rating of A-VII or better and that are authorized to do business in the State of Michigan. Said bond shall be written so as to remain in effect through the Warranty Period and any extensions thereof pursuant to the terms of this Agreement to cover and include all of the Contractor's warranty obligations, provided, 

- (b) Contractor shall cause all Subcontracts and all purchase orders with Suppliers to be assignable to Owner and shall assign such Subcontracts and purchase orders to Owner if and when required pursuant to the terms of this Agreement. Owner shall

at no time be liable for Contractor's obligations under any Subcontract or purchase order unless and until (and then only to the extent that) Owner has expressly in writing assumed performance of such obligations including following (and as a consequence of) Owner's exercise of its rights and remedies hereunder.

Section 2.10 Construction Liens. Contractor shall pay (or cause to be paid) when due all charges from and amounts otherwise due to all laborers, Subcontractors and Suppliers. Provided that Owner is in compliance with its payment obligations to Contractor pursuant to section 3.5 including withholding payment for disputed invoices, Contractor shall, solely at Contractor's expense, take prompt steps to discharge any claim, construction lien or other lien [REDACTED]

[REDACTED] filed or asserted in connection with the Work or any portion thereof (including any claim, construction lien or lien against Owner, and the Wind Park Site or any part thereof, including any other locations where facilities are to be installed or constructed hereunder), and Contractor shall indemnify, defend and hold harmless Owner from and against any and all such claims, construction liens or other liens. Contractor shall have the right to contest any such claim, construction lien or other lien provided that Contractor first fully discharges of record the claim, construction lien or other lien or provides other assurance of payment satisfactory to Owner in Owner's sole judgment.

Section 2.11 Schedule. Contractor shall develop and deliver to the [REDACTED] [REDACTED] for the Owner's review and approval, a detailed Primavera6.7 (or latest edition) Construction Schedule that meets the requirements set forth in Exhibit R. Such Construction Schedule shall be consistent with the Project Milestone Schedule and shall be satisfactory to the Owner. Contractor shall complete the applicable Work on or before the dates set forth in the Project Milestone Schedule, the Construction Schedule and Guaranteed Completion Dates.

Contractor hereby covenants, represents and warrants to Owner that in undertaking to complete the Work in accordance with the terms of this Agreement, Contractor has taken into consideration, carefully reviewed and analyzed the location of the WindPark Site, the Project Milestone Schedule, the Guaranteed Completion Dates, the Contractor's permitting requirements, the conditions at the WindPark Site set forth in the Geotechnical Investigations, the Scope of Work and the Turbine Specifications, Contractor's own design, manufacturing, engineering, and construction capabilities, the availability of labor, materials and components to perform the Work, and transportation requirements and made reasonable allowances for hindrances and delays incident to such Work and that Contractor is able to perform the Work for the Contract Price in accordance with the Construction Schedules and the Guaranteed Completion Dates, except as may be delayed due to a Force Majeure Event, an Owner Caused Delay, or a Crane Wind Day Extension.

Section 2.12 Owner's Right to Accelerate the Work. Owner may, in writing, request Contractor, as a result of any Owner Caused Delay, Force Majeure Events or (where provided for in this Agreement) Crane Wind Days, to accelerate the Work so as to wholly or partially recover the original Construction Schedule for the Wind Park, and Contractor shall use all

commercially reasonable efforts to so accelerate performance of its Work as so requested by the Owner. The acceleration of Work may require the employment of additional work crews or overtime and equipment as necessary, [REDACTED] which Contractor shall ensure are available for use on the WindPark to accelerate the Work. The reasonable additional costs incurred by Contractor in carrying out such acceleration of the Work, [REDACTED] shall be reimbursed by Owner in accordance with the rates and charges set forth in Exhibit G. Any such acceleration requested by Owner pursuant to this paragraph and the additional charges therefore shall be authorized by the Owner and set forth in a Change Order issued by the Owner pursuant to ARTICLE 5.

Acceleration of the Work as a result of delays that are not a result of an Owner Caused Delay or excused by Force Majeure Events or (where provided for in this Agreement) Crane Wind Days, as necessary to recover the original Construction Schedule for the Wind Park, including employment of additional work crews or overtime and equipment as necessary, [REDACTED] which Contractor shall ensure are available for use on the WindPark to accelerate the Work, shall be the responsibility of the Contractor at no additional cost or expense to the Owner.

Section 2.13 Damage to Real Property. Contractor will conduct all of Contractor's activities within the boundaries of the applicable Wind Park Site or other Owner designated work area and any other limitations and requirements set forth herein (including the requirements of Exhibit Y, as it may be amended pursuant to Section 4.3) and will be responsible for any trespass or damage to property resulting from its activities. Contractor acknowledges and agrees to observe reasonable construction practices in performing the Work, including reasonable care and respect for the real property at the WindPark Site. Without limiting the Contractor's obligations as set forth elsewhere herein, Contractor agrees that it will be responsible for any and all damages to real property inside the boundaries of the Wind Park Site or other Owner designated work area or inside the areas defined by any other limitations and requirements set forth herein (including the requirements of Exhibit Y, as it may be amended pursuant to Section 4.3) caused by Contractor or its Subcontractors in the performance of the Work. Contractor shall immediately report to Owner in writing any and all damage to any real or personal property wherever located.

Section 2.14 Land Owner or Occupant Relationships. [REDACTED]

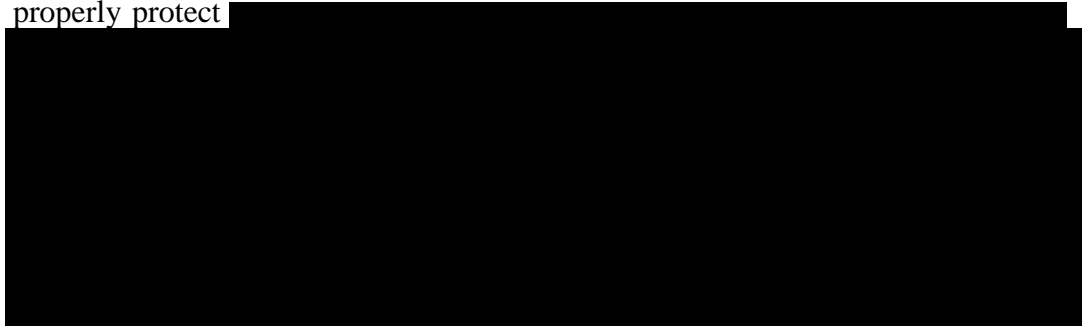
[REDACTED] Owner expects Contractor to communicate directly with the Land Owners and Occupants during the course of the construction of the Wind Park. Following any such communications, Contractor shall promptly report in writing to Owner the substance of communication between the Land Owner or Occupant and Contractor, including any request or complaint made by the Land Owner or Occupant and Contractor's response thereto. Contractor expressly understands that it has no authority to make any

agreement with any Land Owner or Occupant on any matter, including but not limited to anything that in anyway constitutes a change in the Work; and that no Land Owner or Occupant has any authority to direct Contractor to make any changes in the Work.

Section 2.15 Emergencies. In the event of any emergency endangering persons or property, Contractor shall take such action as may be necessary to prevent, avoid or mitigate injury, damage or loss and shall, as soon as possible, report any such incidents, including Contractor's response thereto, to Owner. Whenever Contractor has not taken reasonable precautions for the safety of the public or the protection of the Work or of structures or property on or adjacent to the WindPark Site, Owner may, but shall be under no obligation to, take such action as is reasonably necessary under the circumstances. The taking of such action by Owner or Owner's failure to do so shall not limit Contractor's obligations or liability hereunder. Contractor shall reimburse Owner for any costs incurred by Owner in taking such actions in the event of an emergency.

Section 2.16 Safety.

- (a) Contractor shall be responsible for placing high priority on safety and health during performance of the Work. Contractor shall be responsible for safety related to and during the performance of the Work at the Wind Park Site and shall take reasonable measures to ensure that it and all of its Subcontractors (and where applicable Suppliers), provide and maintain a safe working environment and properly protect



- (b) Contractor shall develop a comprehensive and detailed safety/health/fire protection plan (collectively, the "Safety Plan") that meets the minimum requirements of Owner's Safety Handbook attached hereto as Exhibit X. Contractor shall submit said Safety Plan to Owner for review not less than thirty (30) days prior to Contractor's mobilization to a Wind Park Site, and Contractor shall submit any revisions to said Safety Plan to Owner for review prior to instituting such revisions; it being expressly understood, however, that any review of, comments upon or approval of said Safety Plan (or any revisions to said Safety Plan) by Owner, or any failure by Owner to object to any matter in said Safety Plan (or to any revisions of said Safety Plan), does not relieve Contractor from the sole and entire responsibility for said Safety Plan (and all revisions thereof), including its completeness, suitability and appropriateness for all purposes, or impose any liability on Owner in connection therewith.

In addition to the requirements set out in Exhibit X, Contractor's Safety Plan shall, without limitation, address the requirements set forth in the Michigan Occupational Safety and Health Act (Act 154 of the Michigan Public acts of 1974) as amended, in OSHA, and all other applicable Laws and industry standards. Further, Contractor shall incorporate in its Safety Plan a program to maintain a drug and alcohol free work place while performing the Work.

Contractor shall be fully responsible in actively implementing and at all times enforcing its Safety Plan and for requiring all Subcontractors (and where applicable, Suppliers) to implement and at all times comply with said Safety Plan; and it is acknowledged that Owner has no obligation for implementing or enforcing Contractor's Safety Plan.

As part of its Safety Plan, Contractor shall maintain, at a minimum, one safety and health supervisor at the WindPark Site at all times during performance of the Work to assure that all activities are performed in accordance therewith.

- (c) Without limiting the generality of any of the preceding provisions of this Section 2.16, Contractor shall be responsible for insuring that none of its employees or those of any of its Subcontractors (and where applicable, Suppliers) are performing Work while under the influence of drugs or alcohol. Contractor shall advise its employees and its Subcontractors (and where applicable, Suppliers) while they are on a Wind Park Site that they may be subject to the provisions of an Owner approved substance abuse control policy, which shall include drug and alcohol testing.
- (d) Contractor must maintain in a safe, sound, good, and efficient condition all construction, equipment, materials, and temporary works and other items used in performing the Work (whether provided by Contractor or by Owner) and ensure that they are, at all times, capable of safely performing the functions for which they are intended. Contractor shall modify its method of work if necessary in order to work safely.
- (e) Contractor shall require its employees and its Subcontractors' (and where applicable, Suppliers') employees to attend any safety meetings or training, project safety appraisals or safety investigations as may be required in the Safety Plan, provided, that none of same shall in any way relieve Contractor from any of its obligations for safety and health set forth in this Section 2.16, or any other obligations or liability under this Agreement, or impose any liability on Owner in connection therewith.
- (f) When any type of heavy equipment is within close proximity to private or public structures (including overhead electrical lines), or components at the Wind Park Site, Contractor shall be required to provide an equipment "spotter." Such spotter shall be a person dedicated to ensuring that booms, baskets, forks, cables and any other equipment and materials being lifted maintain safe working clearances

from, and do not come in contact with, any structures, or components. Use of a spotter is not necessarily limited to situations where equipment is actually in use, and, for example, shall also be used whenever appropriate to assure that clearances from overhead structures are maintained while equipment is in transit (e.g., driving to and from Wind Park Site, laydown areas, or other work areas). In case of doubt as to whether or not a spotter is needed, Contractor shall resolve such doubt in favor of using a spotter.

- (g) Without imposing any obligation on Owner to do so or any liability on Owner for in any way or at any time failing to do so, or relieving Contractor from any obligations or liabilities, it is understood that Owner shall have the right to direct Contractor to cease, or not proceed with, any Work that Owner considers to be unsafe.

Section 2.17 QA/QC Program/Inspection /Right of Access.

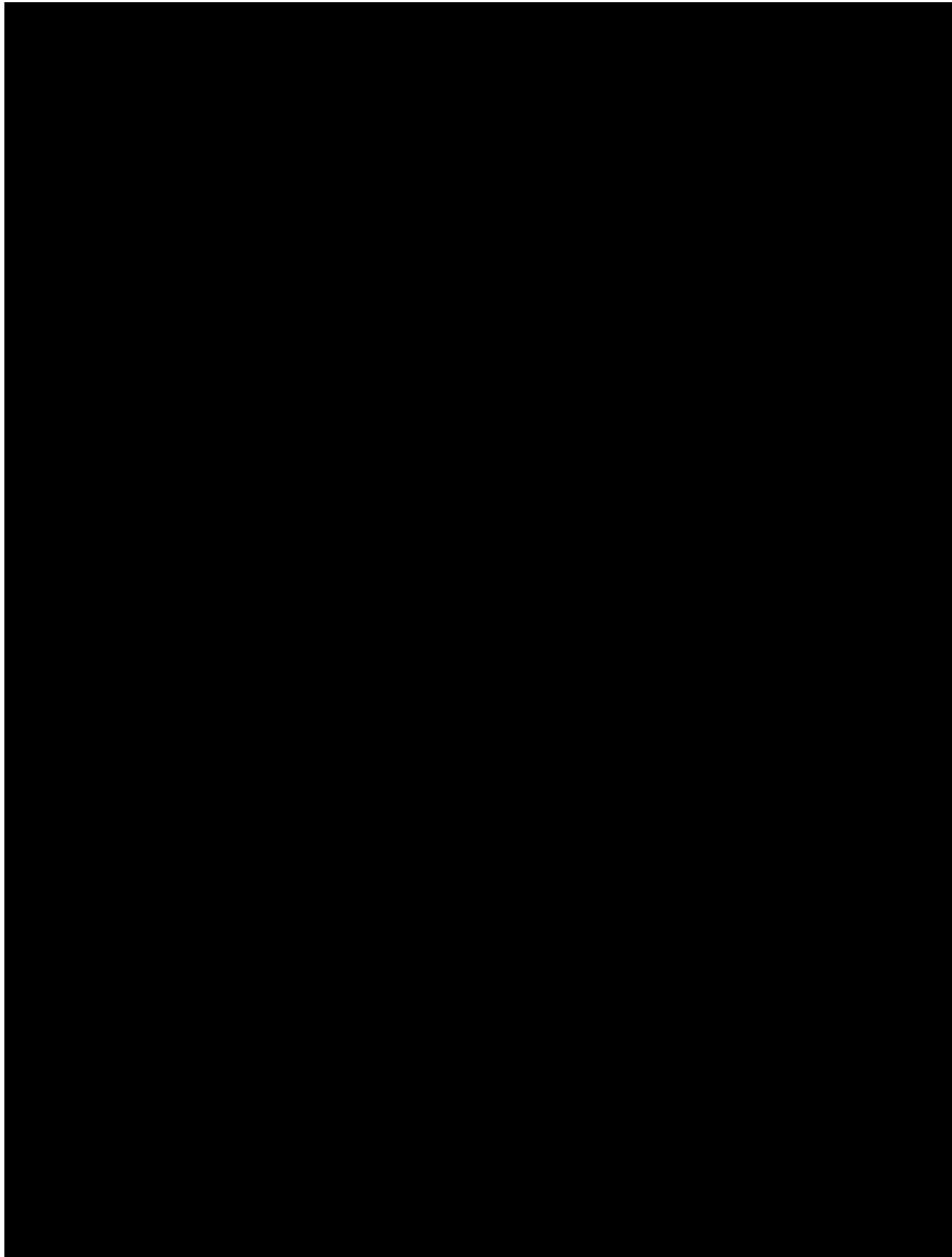
- (a) Within [REDACTED] of the Effective Date, Contractor shall develop a quality assurance/quality control program (“QA/QC Program”) that meets, at a minimum, the requirements set forth in Owner’s requirements for Program Management attached hereto as Exhibit R.
- (b) Contractor shall perform all necessary and appropriate inspections and testing during the course of the Work, in accordance with Contractor’s QA/QC Program.
- (c) Contractor shall give Owner and any Owner-designated representatives (including the Owner’s Engineer) reasonable full access to design, manufacturing, production, or testing at Contractor’s facilities and facilities of its Subcontractors and Suppliers during all scheduled working hours, as well as at all times on the Wind Park Site, for the purpose of observing the Work, including access to all official records of quality or relating to quality, inspection and witnessing of shop tests, and expediting design and equipment or material to be included in the Work.
- (d) Contractor shall allow Owner and any Owner-designated representative (including the Owner’s Engineer) to witness all tests and inspections, both those which are to take place at any facility of Contractor or its Subcontractors or Suppliers and those which are to take place at the Wind Park Site. Contractor shall provide reasonable advance written notice to Owner of each test/inspection date and location, and shall confirm such information with Owner prior to the test/inspection. In addition, Contractor shall provide to Owner the application test/inspection procedures that will be used as such inspection/test [REDACTED] [REDACTED] prior to the inspection/test, or in accordance with the Technical Submittals to allow Owner to review and comment. Contractor shall deliver to Owner, upon request, copies of all data resulting from all tests and inspections.

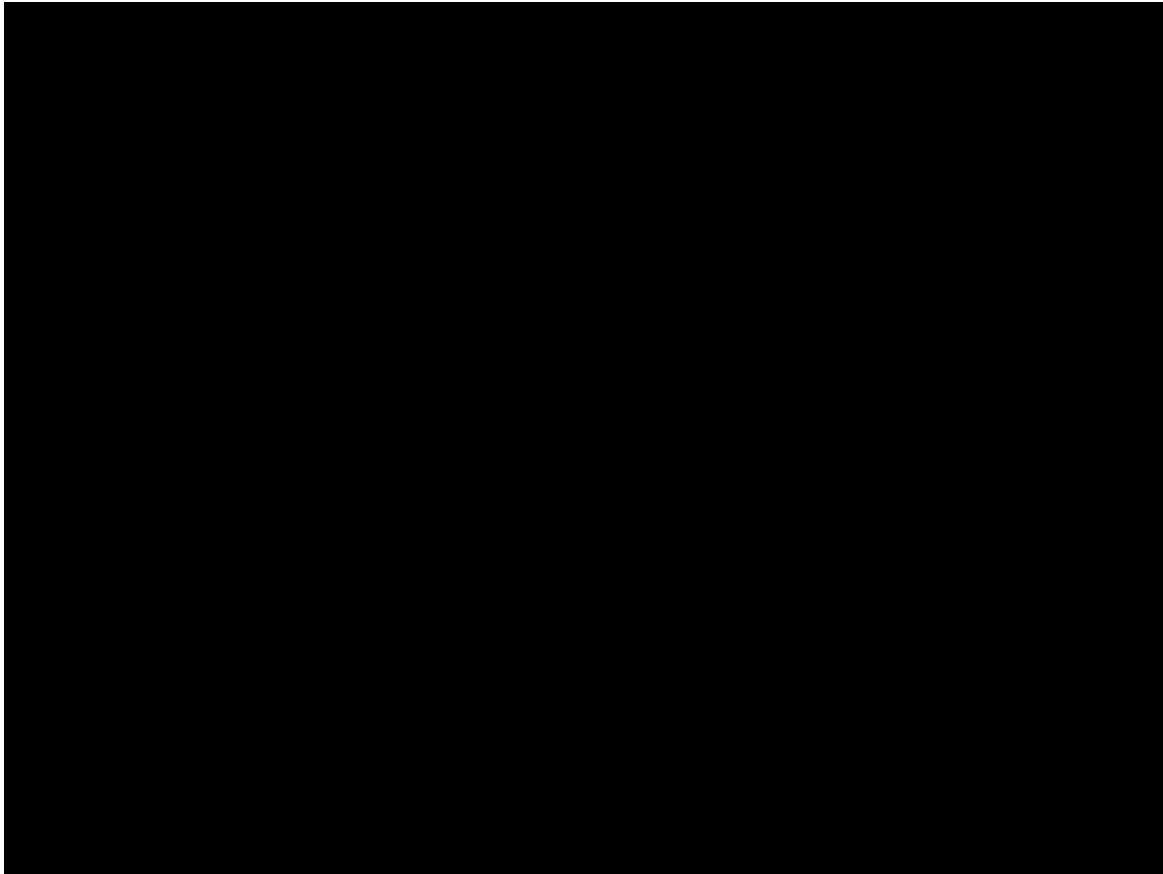
- (e) If any Work has been covered up prior to any observation under Section 2.17(b) that has been requested by Owner, or in any case before any testing or inspection pursuant to Section 2.17(c), Contractor shall, if required by Owner or by public authorities, uncover same for observation, testing and inspection, and, following the observation, testing or inspection (as well as any correction of deficiencies and appropriate further observation, re-testing or re-inspection as necessary) re-cover the Work, all at Contractor's expense.
- (f) Owner shall have no obligation to in any way supervise Contractor's Work. Any decision of Owner at any time either to observe, inspect or witness pursuant to Subsection 2.17(b) and Subsection 2.17(c), or not to observe, inspect or witness pursuant to Subsection 2.17(b) and Subsection 2.17(c), or any failure of Owner in whole or in part to raise any objection during any observation, inspection or witnessing pursuant to Subsection 2.17(b) and Subsection 2.17(c), shall not constitute Owner's acceptance of any Work or relieve Contractor of any of its obligations under this Agreement (including without limitation that same shall not constitute a waiver of any right of Owner to thereafter disapprove/reject such work or any warranty rights or remedies of Owner). Contractor shall be solely responsible for all construction or installation means, methods, techniques, sequences, and procedures in the performance of its Work hereunder.
- (g) Without limiting the generality of Subsection 2.17(e), and without otherwise limiting the scope of Contractor's responsibilities under this Agreement or any and all other rights or remedies of Owner, if Owner at any time during the performance of the Work becomes aware that any part of the Work does not comply with requirements of this Agreement, Owner may reject it by notification to Contractor. On being so notified, Contractor must (despite any previous approval of or payment for the portion of the Work in question by Owner) re-do or replace the same, at Contractor's own cost and within such period as Owner directs, so that the Work is in conformity with this Agreement. Any requirement to so re-do or replace any Work shall not entitle Contractor to any extension of the Construction Schedule or the Guaranteed Completion Dates.

Section 2.18 Compatibility With Other Work. Contractor assumes the responsibility to make certain that the Work properly ties in and is compatible with the work of Owner and Owner Contractors on the overall Project. Contractor shall immediately report to Owner any incompatibility of the Work with the other work of Owner or any Owner Contractor on the Wind Park, and shall not proceed further with the affected portion of the Work until directed to do so by Owner. All costs resulting from the Contractor proceeding with the affected portion of the Work in the absence of direction from Owner will be to Contractor's account.

ARTICLE 3 CONTRACT PRICE AND PAYMENT TERMS

Section 3.1 Contract Price.





Section 3.3 Right to Offset. Owner shall have the right to offset amounts owed by Contractor to Owner, including without limitation, amounts for Delay Liquidated Damages, against any amounts owed by Owner to Contractor under this Agreement.

Section 3.4 [REDACTED]

Section 3.5 Invoicing and Payments. Following the Notice to Proceed Date [REDACTED] Contractor shall submit a monthly invoice to Owner by the first Business Day of each calendar month, which invoice shall identify the progress toward completing Milestone items that Contractor contends it made during the previous month and the amount of the payment Contractor is seeking for such progress, which shall be based on the percentage of each Milestone completed during such month. Along with such invoice, Contractor shall submit an Affidavit of Michigan Labor substantially in the form set forth in Exhibit S, lien waivers in the form of Exhibit P-1 or Exhibit P-2, as applicable, and sworn statements in the form set forth in Exhibit P-3. Contractor acknowledges and agrees that, in

addition to the other invoicing requirements set forth in this Section 3.5, upon receipt of Contractor's invoice, Owner will take whatever steps it deems necessary to verify the progress toward completion of the Milestone item(s) contended by Contractor in its invoice and notify Contractor of any disputed items within the time period set forth in the following sentence. Owner shall notify Contractor of any disputed items and make payment of all undisputed amounts due Contractor within [REDACTED] of the receipt of an invoice and accompanying affidavits, lien waivers, and sworn statements as required by this Agreement. All payments shall be made by electronic funds transfer to an account as designated by Contractor to Owner.

In addition to Retainage set forth in Section 3.6 below, Owner may withhold payment on Contractor's invoices (a) in an amount and to such extent as may be reasonably necessary to protect Owner from loss because of third party claims filed against Owner and covered by Contractor's indemnification obligations under this Agreement; (b) in an amount equal to payments previously made to Contractor which were not yet properly due and payable; (c) in an amount and to such extent as may be reasonably necessary to protect Owner from defects or deficiencies in the Work not remedied; (d) in an amount and to such extent as may be reasonably necessary to protect Owner from the unexcused failure of Contractor to make payments when due to Subcontractors or Suppliers; (e) in an amount and to such extent as may be reasonably necessary to protect Owner from loss because of the occurrence of a Contractor Event of Default; and (f) any other sums which Owner is entitled to recover from Contractor under the terms of this Agreement or pursuant to applicable Law.

Section 3.6 Retainage. There shall be withheld as retainage from each payment due and payable to Contractor hereunder (other than payments due upon and after the Substantial Completion Date for the WindPark) [REDACTED] of the amount of such payment (the "Retainage"). Such amount shall be held by Owner as security for the performance of Contractor's obligations hereunder and any interest thereon shall accrue for the account of Owner and not Contractor. Owner may use the Retainage to cure a Contractor Event of Default, for Delay Liquidated Damages (including interest thereon), for payment of undisputed amounts to unpaid Subcontractors and Suppliers, and for payments made to remove liens that violate this Agreement, and any and all other amounts payable to Owner hereunder. Within [REDACTED] Business Days after use by Owner of any portion of the Retainage, Contractor shall restore the Retainage to the amount required to be maintained pursuant to this Section 3.6. [REDACTED]

Section 3.7 Payment or Use Not Acceptance. No payment by Owner pursuant to an invoice from Contractor or any use of the Work by Owner shall constitute an acceptance of any of the Work or of any of the parts, materials, equipment or other supplies furnished by Contractor or its Subcontractors or Suppliers and shall not relieve Contractor of any of its obligations or liabilities under this Agreement.

Section 3.8 Michigan Content.

(a) Contractor represents and warrants that the dollar value spent from Michigan companies (as verified through http://www.dleg.state.mi.us/bcs_corp/sr_corp.asp) shall constitute [REDACTED] of the total cost of all third party spend other than Labor for the Wind Park by Contractor or its Subcontractors and Suppliers; and

(b) The Certified Michigan Labor for the Wind Park shall constitute [REDACTED] of all Wind Park Site labor of Contractor and its Subcontractors for the Wind Park.

[REDACTED]

(c)

[REDACTED]

Section 3.9 Diversity Spend

Contractor represents and warrants that the percent spend for material, equipment and other 3rd party spend from diverse suppliers (as verified through the Michigan minority supplier diversity council) shall be [REDACTED]

ARTICLE 4 CONDITIONS PRECEDENT; NOTICE TO PROCEED; ETC.

Section 4.1 Conditions Precedent to Contract. Owner's obligations under this Agreement are subject to Owner's fulfillment of the following conditions precedent:

- (a) Owner must have received written approval, in an order(s) from the MPSC that is in form and content reasonably satisfactory to Owner, of this Agreement; and
- (b) Owner must have received required height, environmental and special land use or any other zoning approvals or variances from applicable Governmental Authorities, in a form and content reasonably satisfactory to Owner, to construct the Wind Park.

If either of the conditions set forth in subparagraphs "(a)" and "(b)" above has not been satisfied within ninety (90) days of Owner submitting this Agreement to MPSC for written approval, then Owner shall deliver written notice to Contractor no later than the aforementioned date that the applicable condition(s) has/have not been satisfied (or that Owner is not willing to waive such non-satisfaction of such condition(s) precedent), as determined by Owner in its sole and

unfettered discretion, and upon delivery of any such notice, this Agreement shall be null and void and each Party shall be released from all obligations as and to the extent set forth herein

██████████ Contractor expressly understands that it is not authorized to commence any Work or incur any costs for the account of Owner unless and until Owner has notified Contractor in writing on or before the date that is ninety (90) days after Owner submitted this Agreement to MPSC for written approval, that the above conditions precedent have been satisfied or waived and that Contractor is permitted to commence Work (“Notice to Proceed”). A Notice to Proceed issued under this Section 4.1 shall be Contractor’s release to begin and continuously progress the Work to Final Completion of the Wind Park.

Section 4.2

Section 4.3 Wind Park Site Plan. Owner will have the right to revise the Site Plan for the WindPark, including the Wind Park Site Boundaries for the WindPark, at any time and from time to time upon written notice to Contractor of such revisions. In the event that any Site Plan, including the WindPark Boundary, is revised, the Easements and/or Special Land Owner Agreements set forth in Exhibit Y may be amended by adding additional easements and owner agreements or by revising the Easements and/or Special Land Owner Agreements set forth in Exhibit Y as of the Effective Date.

**ARTICLE 5
CHANGE ORDERS**

Section 5.1 Changes in the Work.

The Owner may, at any time, without invalidating this Agreement, make changes in, add to or delete from the Work to be performed hereunder. No such changes shall be made and no claims of the Contractor for extra Work shall be valid except as authorized by a written order signed by an authorized representative of Owner.

Section 5.2 Change Process.

- (a) If the Contractor intends to assert a claim for any increase in the Contract Price or any extension of the Construction Schedule, including any Guaranteed Completion Dates, due to an Owner Caused Delay, or as otherwise permitted under this Agreement, or seeks a change in the Scope of Work, or Owner requests

a change that increases or decreases the Contract Price or extends or shortens the Construction Schedule, including any Guaranteed Completion Dates, or changes the Scope of Work, Contractor shall submit to the Owner a written notice and complete statement of such claim or change including a detailed computation (showing quantities, man-hours, and costs) as set forth in the form included with Exhibit Z (“Owner Change Request”) prior to work commencing. The Contractor shall, in the Owner Change Request, separate costs into material and installation categories. All claims or requests for change shall be presented at Owner’s weekly Change Review Board. If requested by the Owner’s Change Review Board, the Contractor shall follow up the Owner Change Request with such further and supporting detail as the Owner’s Change Review Board may specify. Any claims or change requests by Contractor for adjustment either to the Contract Price, the Construction Schedule, including any Guaranteed Completion Dates, or the Scope of Work not so submitted by the Contractor to the Owner in writing within fifteen (15) days of the claim arising shall be deemed to have been waived. In connection with any claims by Contractor for adjustments either to the Contract Price, Construction Schedule, including any Guaranteed Completion Dates, or Scope of Work under Article 5, Contractor agrees to meet with, and/or participate in any investigations, to the extent requested by the Owner’s Change Review Board.

- (b) If the change involves a reduction in the Work, then the Owner may, with its written request under Section 5.2(a), compute and notify the Contractor of a proportional decrease in the Contract Price or shortening of the Construction Schedule, including any Guaranteed Completion Dates, which computation will be deemed to be agreeable to the Contractor unless the Contractor objects by written notice set forth on an Owner Change Request and submitted to the Owner within fifteen (15) days, which objection shall include a detailed computation of the Contractor’s calculation of the appropriate proportional decrease in the Contract Price or shortening of the Construction Schedule, including any Guaranteed Completion Dates.
- (c) An authorized representative of Owner will issue a written “Change Order” to reflect the change(s) in the Work and, if applicable, any adjustment in the Contract Price and/or Construction Schedule, including any Guaranteed Completion Dates, on account thereof. Provided that the Contractor has timely submitted an Owner Change Request pursuant to Sections 5.1 and 5.2 respectively, the adjustment in the Contract Price, and/or Construction Schedule, including any Guaranteed Completion Dates, will be as mutually agreed upon. If the Parties are unable to agree on a fixed amount change in the Contract Price, and the Owner nonetheless desires the Contractor to proceed with the change, then the price adjustment shall be computed in accordance with Exhibit G. Any Change Order must be signed by an authorized representative of the Owner.
- (d) The Contractor agrees that all adjustments in the Contract Price, Scope of Work, Construction Schedule, including any Guaranteed Completion Dates, or other

provisions set forth in each Change Order shall constitute the full, final, and complete compensation to Contractor for the entire cost and the schedule effects related to (a) the implementation of the stated changes, and (b) the cumulative impact and any effect whatsoever resulting from the stated changes on all prior work and changes in the work to be performed as scheduled, and Contractor expressly waives any claims for additional compensation, damages or time extensions in connection with the stated changes.

- (e) Additional Work performed under this Agreement may be to support the Owner to correct deficiencies from other contractors and suppliers providing work and services for the Wind Park. The Owner's backcharge procedure will be used to document the Work performed, capture time and ultimately costs to perform this Work for these firms. The Contractor is required to assist the Owner in administration of the backcharges by supplying appropriate timesheets, evidence of costs for materials, equipment rental forms, separate invoices and other relevant information.

ARTICLE 6
DESIGN COMPLETION, TURBINE FOUNDATION COMPLETION, WIND PARK
SUBSTATION COMPLETION, COLLECTION SYSTEM CIRCUIT COMPLETION,
TURBINE MECHANICAL COMPLETION, AND SUBSTANTIAL COMPLETION

Section 6.1 Time is of the Essence. The time limits for performance of the Contractor's obligations stated in this Agreement are of the essence.

Section 6.2 Design Completion.

- (a) Design Completion. Design Completion shall occur when all of the following have been satisfied consistent with Exhibit A: (i) Contractor has issued to Owner the Issued for Construction design submittals for all aspects of the Wind Park; (ii) Owner has approved the Issued for Construction design submittals for all aspects of the Wind Park; and (iii) Contractor has issued the Design Completion Certificate for the Wind Park in accordance with Section 6.2(b) and Owner has accepted and countersigned such Design Completion Certificate.
- (b) Notice of Design Completion. Following a determination by Contractor that Design Completion has been achieved, Contractor shall prepare a Design Completion Certificate certifying that Design Completion has been achieved. The Design Completion Certificate shall include a report containing all information relevant to the achievement of Design Completion demonstrating that Design Completion has been achieved.

Section 6.3 Turbine Foundation Completion.

- (a) Turbine Foundation Completion. Turbine Foundation Completion shall occur with respect to each Turbine Foundation when all of the following have been satisfied consistent with Exhibit A, as applicable: (i) the Turbine Foundation for the Wind

Park is mechanically completed and installed in accordance with the requirements of this Agreement and the approved Issued for Construction design submittals; (ii) the Turbine Foundation is structurally completed and grounded and ready for the installation of the Turbine, and all necessary embedded inserts for the connection to the applicable Collection System Circuit for the Wind Park have been properly installed in accordance the approved Issued for Construction design submittals; (iii) the concrete portion of the Turbine Foundations for the Wind Park have set and cured so as to have achieved the minimum strength necessary to allow assembly, erection and permanent installation of the Turbine thereon; (iv) the Grounding Grid for the Turbine Foundation for the Wind Park has been installed in accordance with the approved Issued for Construction design submittals; (v) all access roads have been completed to the full extent necessary to allow delivery of the Turbine including all of its components to, and to otherwise provide all access necessary for the assembly, erection and permanent installation of, the Turbine at the Turbine Foundations for the Wind Park, including without limitation the passage of all delivery trucks, construction vehicles, equipment and cranes; (vi) backfilling and compaction of the area surrounding the Turbine Foundation for the Wind Park has been completed; (viii) the crane hardstand and laydown and work areas associated with the Turbine Foundation for the Wind Park have been completed in accordance with the requirements of this Agreement and the approved Issued for Construction design submittals; and (viii) Contractor has issued the Turbine Foundation Completion Certificate for a particular Turbine Foundation at the Wind Park in accordance with Section 6.3(b) and Owner has accepted and countersigned such Turbine Foundation Completion Certificate.

- (b) Notice of Turbine Foundation Completion. Following a determination by Contractor that Turbine Foundation Completion has been achieved with respect to a Turbine Foundation for the Wind Park, Contractor shall prepare a Turbine Foundation Completion Certificate certifying that Turbine Foundation Completion for the Wind Park has been achieved. The Turbine Foundation Completion Certificate shall include a report containing all information relevant to the achievement of Turbine Foundation Completion demonstrating that Turbine Foundation Completion has been achieved.

Section 6.4 Wind Park Substation Completion.

- (a) Wind Park Substation Completion. For each substation, Wind Park Substation Completion shall occur when all of the following have been satisfied consistent with Exhibit A, as applicable (i) all final surface grading of the site associated with the Wind Park Substation has been completed; (ii) the Wind Park Substation is mechanically complete in accordance with the requirements of this Agreement, with the approved Issued for Construction design submittals, with all relaying, metering, communications and other equipment and systems tested; (iii) the Substation GSU Transformers for the Wind Park Substation are dressed out and tested in accordance with the requirements and specification of the Substation GSU Transformer Supplier; (iv) the Wind Park Substation SCADA infrastructure

has been installed and tested in accordance with the approved Issued for Construction design submittals; (v) the Wind Park is capable of delivering power to the Point of Interconnection and all of the electrical energy generated by the Turbines connected, or to be connected, to the Wind Park Substation; (vi) the Wind Park Substation has been successfully Energized and Tested and all test reports have been delivered to Owner; (vii) all construction debris, rubbish and foreign material have been removed from the area of the Wind Park Substation; and (viii) Contractor has issued the Wind Park Substation Completion Certificate in accordance with Section 6.4(b) and Owner has accepted and countersigned such Wind Park Substation Completion Certificate.

- (b) Notice of Wind Park Substation Completion. Following a determination by Contractor that Wind Park Substation Completion has been achieved, Contractor shall prepare a Wind Park Substation Completion Certificate certifying that the Wind Park Substation Completion has been achieved. The Wind Park Substation Completion Certificate shall include a report containing all information relevant to the achievement of Wind Park Substation Completion demonstrating that Wind Park Substation Completion has been achieved.

Section 6.5 Collection System Circuit Completion.

- (a) Collection System Circuit Completion. Collection System Circuit Completion shall be achieved with respect to each Collection System Circuit when all of the following have been satisfied with respect to such Collection System Circuit consistent with Exhibit A, as applicable: (i) all access roads associated with such Collection System Circuit have been completed; (ii) such Collection System Circuit is complete and connected to the padmount transformer at each Turbine on such Collection System Circuit to the Wind Park Substation in accordance with the approved Issued for Construction design submittals; (iii) the complete fiber optic network connection from each Turbine on such Collection System Circuit and the permanent metrological tower compliant with the Turbine Supplier's SCADA requirements have been provided and installed in accordance with the approved Issued for Construction design submittals and tested; (iv) fiber optic cable is in place at each Tower base to enable termination by Turbine Supplier in accordance with the approved Issued for Construction design submittals; (v) the Collection System Circuit has been successfully Energized and tested and all test reports have been delivered to Owner; and (vi) Contractor has issued the Collection System Circuit Completion Certificate in accordance with Section 6.5(b), and Owner has accepted and countersigned the Collection System Circuit Completion Certificate.
- (b) Notice of Collection System Circuit Completion. Following a determination by Contractor that Collection System Circuit Completion has been achieved for a Collection System Circuit, Contractor shall prepare a Collection System Circuit Completion Certificate certifying that Collection System Circuit Completion for such Collection System Circuit has been achieved. The Collection System Circuit

Completion Certificate shall include a report containing all information relevant to the achievement of Collection System Circuit Completion demonstrating that Collection System Circuit Completion for such Collection System Circuit has been achieved.

Section 6.6 Turbine Mechanical Completion.

- (a) Turbine Mechanical Completion. Turbine Mechanical Completion shall be achieved with respect to a Turbine when all of the following have been satisfied consistent with Exhibit A and in accordance with the requirements in the Turbine Specification: (i) Turbine Foundation Completion for such Turbine has occurred; (ii) the Turbine has been assembled, erected, and installed in accordance with the requirements of this Agreement, the Turbine Specifications, and the approved Issued for Construction design submittals; (iii) Wind Park Substation Completion has occurred and Collection System Circuit Completion has occurred with respect to the applicable Collection System Circuit; (iv) the Turbine is ready for Energization and initial operation in a safe manner; (v) the Owner and Turbine Supplier have completed their agreed upon mechanical completion inspection and approval procedure pursuant to the terms of the Turbine Supply Agreement and have confirmed mechanical completion to have occurred pursuant to the Turbine Supply Agreement; and (vi) Contractor has issued a Turbine Mechanical Completion Certificate for the Wind Park in accordance with Section 6.6(b), and Owner has accepted and countersigned such Turbine Mechanical Completion Certificate. For purpose of clarity, it is understood that Turbine Mechanical Completion shall be accomplished incrementally on a per Turbine basis.
- (b) Notice of Turbine Mechanical Completion. Following a determination by Contractor that Turbine Mechanical Completion has been achieved with respect to a Turbine, Contractor shall prepare a Turbine Mechanical Completion Certificate certifying that the Turbine Mechanical Completion for such Turbine has been achieved. The Turbine Mechanical Completion Certificate shall include a report containing all information relevant to the achievement of Turbine Mechanical Completion demonstrating that Turbine Mechanical Completion for such Turbine has been achieved.

Section 6.7 Substantial Completion.

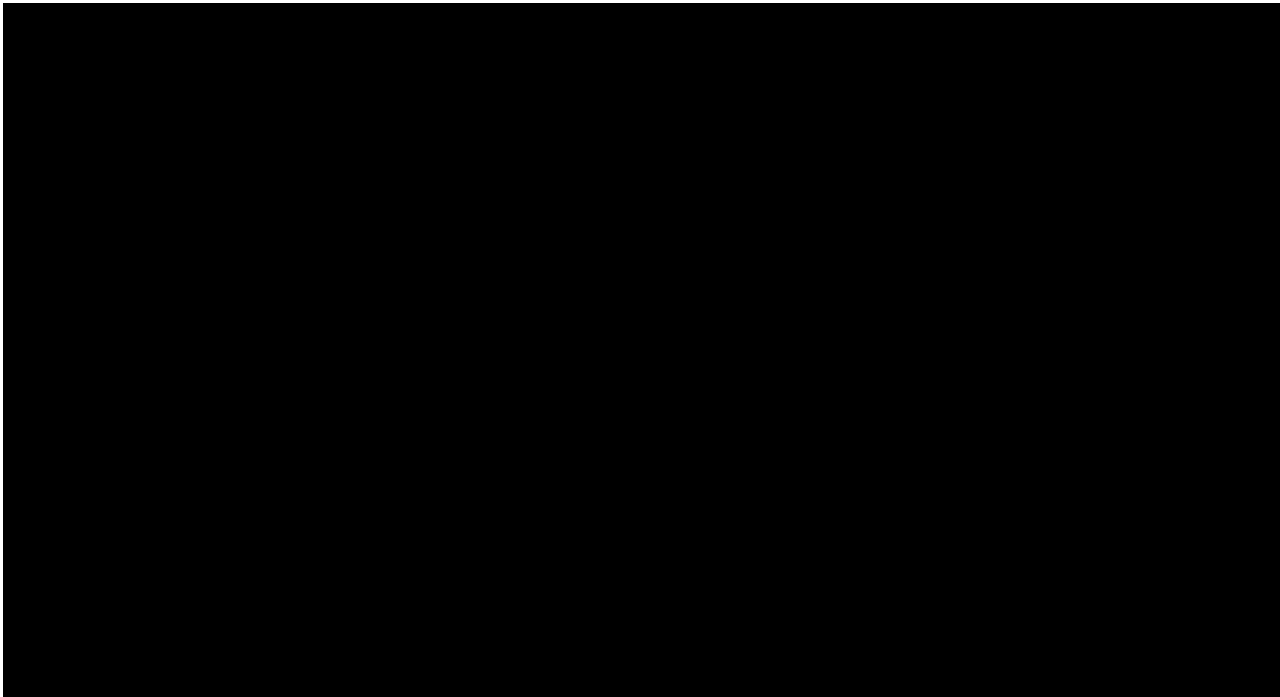
- (a) Substantial Completion. Substantial Completion shall be achieved when all of the following have been satisfied consistent with Exhibit A, as applicable: (i) Wind Park Substation Completion has been achieved; (ii) Collection System Circuit Completion has been achieved for all Collection System Circuits; (iii) Turbine Mechanical Completion has been achieved for all of the Turbines; (iv) the Wind Park is capable of delivering electric power to the Point of Interconnection; (v) MET towers are installed (vi) Contractor has delivered all the documents and drawings required, including but not limited to the Job Books (including Operating Manuals), the As Built Drawings and all QA/QC documentation, which

shall be submitted pursuant to clause “iv” of Subsection 2.2(b); (vii) all nonconforming QA/QC issues have been resolved in accordance with the QA/QC procedures, (viii) the Wind Park has in all respects been properly constructed, installed, adjusted, successfully tested, and is complete, in a mechanically, electrically, and structurally sound manner and in accordance Exhibit A, the Scope of Work, the approved Issued for Construction design submittals, the Interconnection Requirements, the Turbine Specifications, the requirements of the Substation GSU Transformer Supplier, and any other requirements set forth in this Agreement and can be operated and used safely; (ix) the payment of all previously invoiced Delay Liquidated Damages; (x) the Punch List has been agreed to in writing by Contractor and Owner; and (xi) [REDACTED] and Owner has accepted and countersigned the Substantial Completion Certificate.

- (b) Notice of Substantial Completion. Following a determination by Contractor that Substantial Completion has been achieved, Contractor shall deliver a Substantial Completion Certificate to Owner to notify Owner that Contractor has determined that Substantial Completion has been achieved, [REDACTED]

Section 6.8 Owner Dispute & Acceptance of Completion Certificates. Design Completion, Turbine Foundation Completion, Wind Park Substation Completion, Collection System Circuit Completion of a Collection System Circuit, Turbine Mechanical Completion of a Turbine, and Substantial Completion, shall each be deemed to have occurred only when the Owner signs the applicable Completion Certificate (and only as of the date of the Owner’s signing of such Completion Certificate) signifying the Owner’s agreement that the applicable requirements for the above have occurred. If Owner disputes Contractor’s determination that all of the applicable Work identified in any Completion Certificate has been completed and/or that Design Completion, Turbine Foundation Completion, Wind Park Substation Completion, Collection System Circuit Completion of a Collection System Circuit, Turbine Mechanical Completion of a Turbine, or Substantial Completion, as applicable, has been achieved, Owner shall provide a written notice to Contractor stating the reasons why Owner believes that the identified Work has not been completed within [REDACTED] Business Days of the receipt of the applicable Completion Certificate. Contractor shall, at no expense to Owner, take all actions necessary to correct the deficiencies identified by Owner and shall re-deliver the Completion Certificate once all such corrective actions are taken. Owner shall have [REDACTED] Business Days after such redelivery of the Completion Certificate by Contractor to advise Contractor, in writing, of any remaining deficiencies to be corrected by Contractor. Contractor shall continue to take corrective actions and reapply to the Owner for approval of its Completion Certificate until the Owner is satisfied that the applicable Work covered by the Completion Certificate has been completed and the Owner signs the applicable Completion Certificate.

Section 6.9 [REDACTED]



**ARTICLE 7
FINAL COMPLETION**

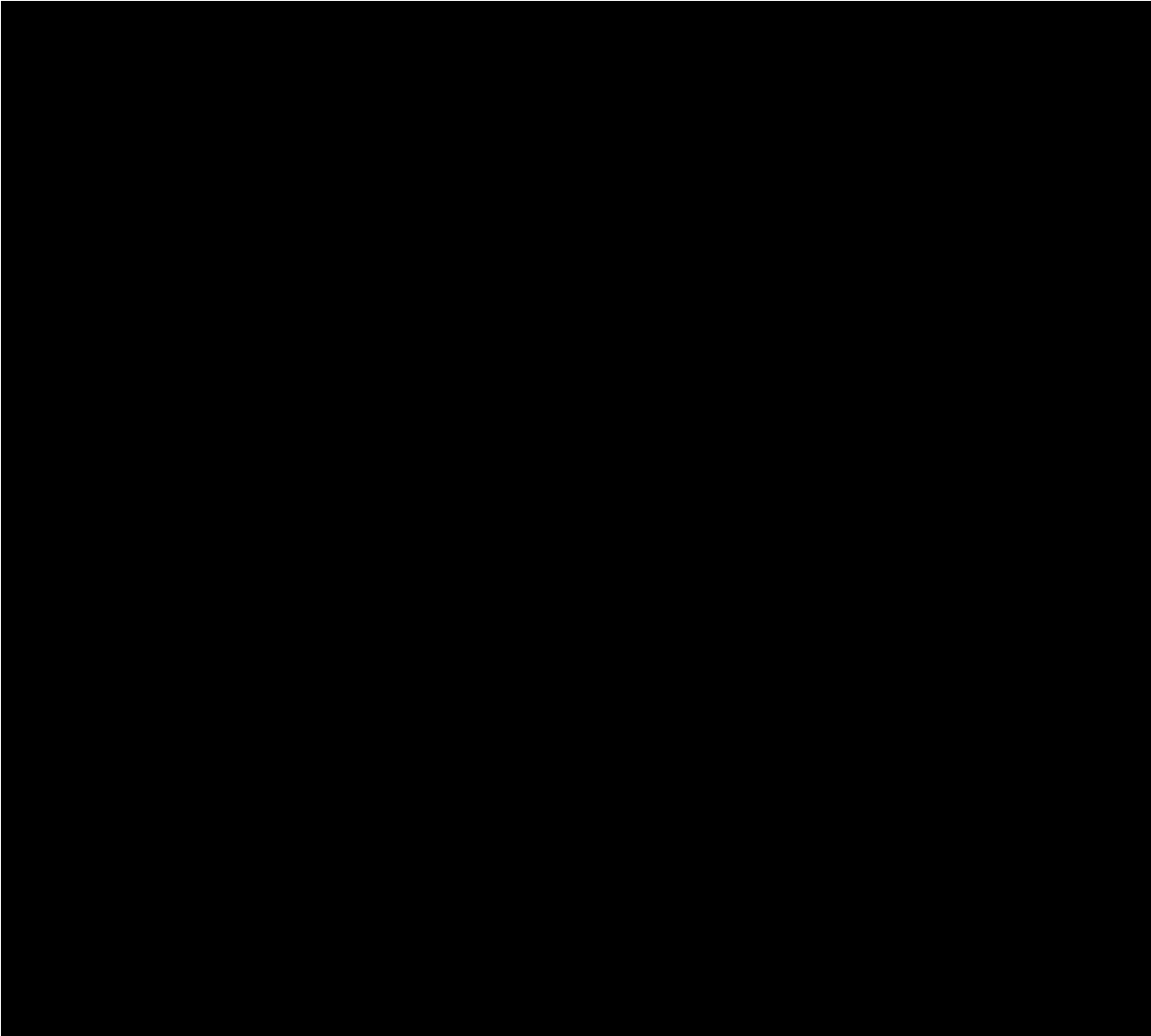
Section 7.1 Final Completion. Final Completion shall occur for the WindPark when the Contractor demonstrates to the Owner’s satisfaction that all of the following have occurred and the Owner has executed and delivered to the Contractor a Notice of Final Completion: (a) Substantial Completion has occurred; (b) [REDACTED] (c) any other documents not yet delivered have been delivered to Owner; (d) final lien waivers and releases in the form of Exhibit P-2 from Contractor and all its Subcontractors and Suppliers have been delivered along with all sworn statements in the form set forth in Exhibit P-3; (e) all Delay Liquidated Damages and any other payments owing to Owner by Contractor have been paid in full; and (f) there are no uncured Contractor Events of Default related to the Wind Park. Final Completion for a Wind Park shall be deemed to have occurred only when the Owner executes and delivers to the Contractor the Notice of Final Completion (and only as of the date of the Owner’s signing of such Notice of Final Completion) signifying the Owner’s agreement that the applicable requirements for the above have occurred.

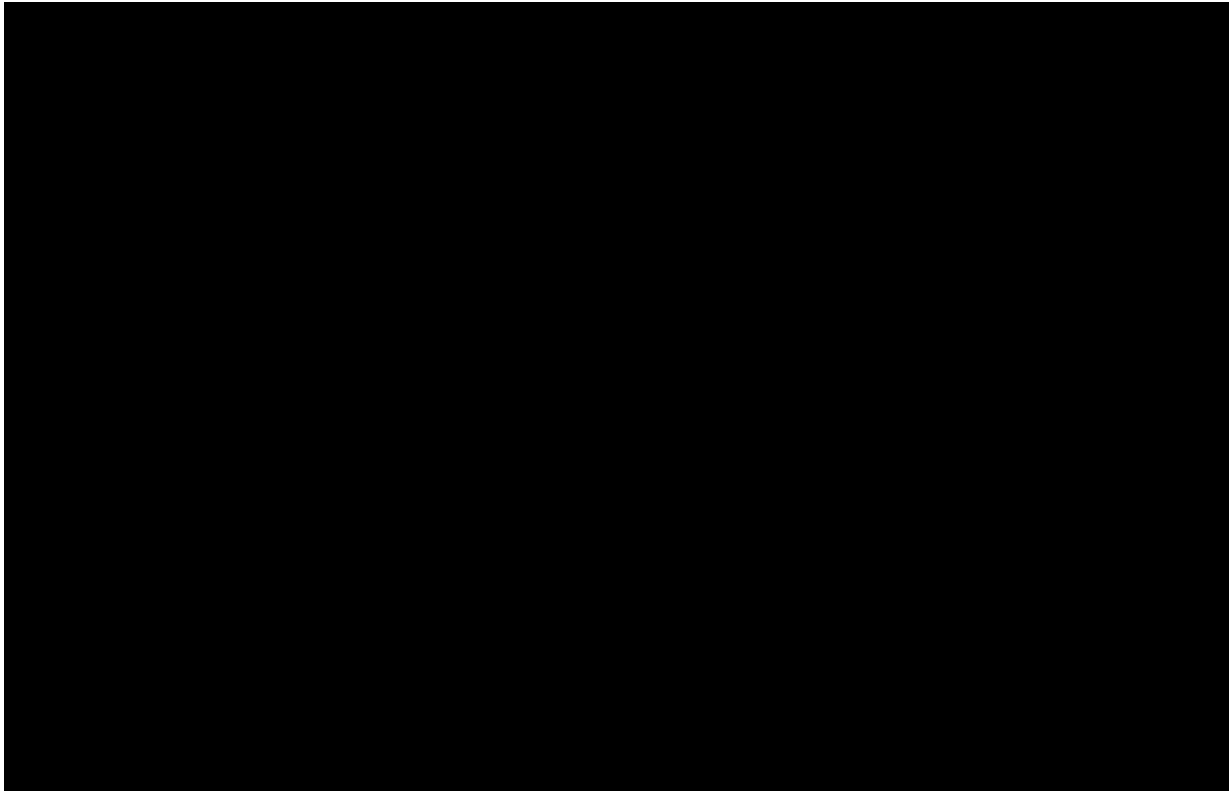
**ARTICLE 8
DELAYS, DELAY LIQUIDATED DAMAGES, AND OBLIGATIONS TO MITIGATE
DAMAGES**

Section 8.1 Guaranteed Completion Dates. Contractor shall perform the Work such that (i) Design Completion shall occur not later than the applicable Guaranteed Design Completion Date; (ii) Turbine Foundation Completion for each Turbine Foundations shall occur not later than the applicable Guaranteed Turbine Foundation Completion Date; (iii) Wind Park Substation Completion shall occur not later than the applicable Guaranteed

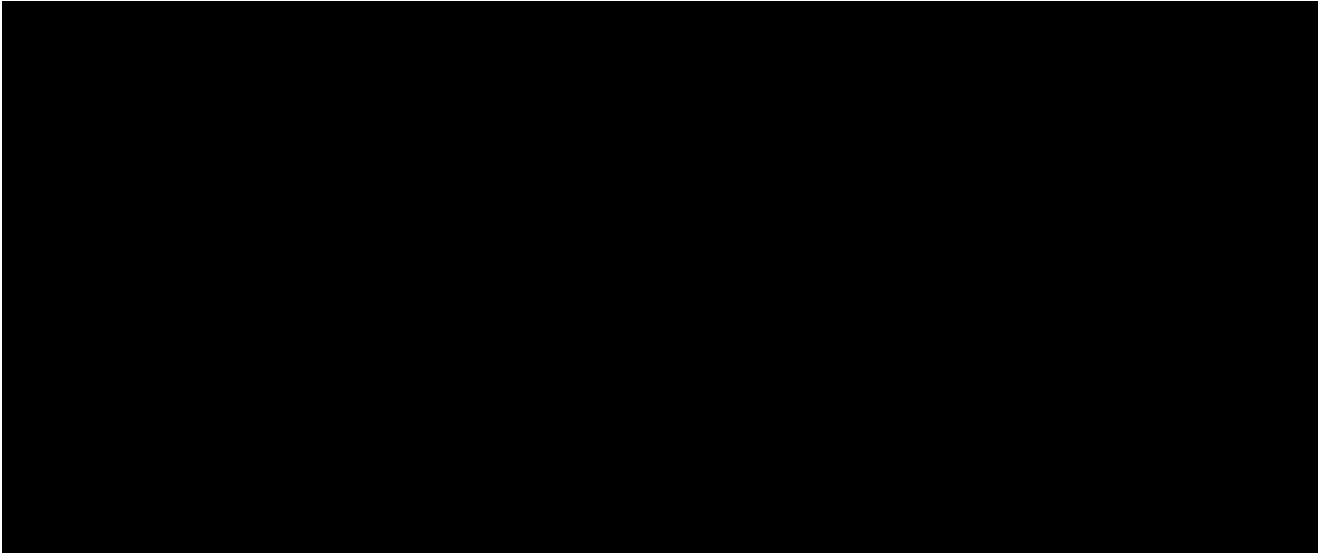
Wind Park Substation Completion Date; (iv) Collection System Circuit Completion for each Collection System Circuit shall occur not later than the applicable Guaranteed Collection System Circuit Completion Date for such Collection System Circuit; (v) Turbine Mechanical Completion for each Turbine shall occur not later than the applicable Guaranteed Turbine Mechanical Completion Date; and (vi) Substantial Completion shall occur not later than the Guaranteed Substantial Completion Date. Unless otherwise excused due to an Owner Caused Delay, Force Majeure event, or a Crane Wind Day Extension, in the event that Contractor does not achieve Turbine Foundation Completion by the applicable Guaranteed Turbine Foundation Completion Date, Turbine Mechanical Completion for a Turbine by the applicable Guaranteed Turbine Mechanical Completion Date, or Substantial Completion by the Guaranteed Substantial Completion Date, Contractor shall be liable for Delay Liquidated Damages pursuant to Section 8.2.

Section 8.2 





Section 8.3 [redacted]



**ARTICLE 9
LIMITATION OF LIABILITY**

Section 9.1 Consequential Damages. Other than with respect to Contractor’s obligation to pay Delay Liquidated Damages or other amounts for which the Contractor is expressly liable hereunder, in no event shall either Party be liable to the other Party for any punitive damages, exemplary, indirect or consequential losses or damages, including loss of use, lost production,

cost of capital, loss of goodwill, lost revenues, loss of profits or loss of contracts, even if such Party has been advised of the possibility of such damages.

Section 9.2 Limitation of Liquidated Damages. Contractor's maximum liability for the payment of Delay Liquidated Damages under Article 8 [REDACTED]

Section 9.3 Limitation of Liability.

9.3.1 Contractor's Maximum Liability. Contractor's maximum aggregate liability to Owner under this Agreement, whether arising in contract, tort, strict liability, or under any other legal theory, [REDACTED]

[REDACTED] shall not apply to, and no credit shall be applied against, [REDACTED] for any claims, losses, costs, expenses, damages, liabilities or other amounts arising out of (a) Contractor's indemnity obligations under this Agreement; (b) Contractor's obligations under Article 11; (c) any event, occurrence or other matter fully covered by policies or any proceeds of insurance required to be obtained and maintained by Contractor or any Subcontractor or Supplier under Article 13; or (d) fraudulent or unlawful acts or omissions or gross negligence or willful misconduct of Contractor or any Subcontractor or Supplier.

9.3.2 Owner's Maximum Liability. Owner's maximum aggregate liability to Contractor under this Agreement, whether arising in contract, tort, strict liability, or under any other legal theory, shall not exceed [REDACTED]

**ARTICLE 10
FORCE MAJEURE**

Section 10.1 Force Majeure. Any obligation of either Party under this Agreement shall be excused to the extent, but only to the extent, that the applicable Party is unable to perform as the result of Force Majeure. Each Party shall use all reasonable efforts to cure, minimize, mitigate or remedy the effects of the Force Majeure. As used in this Agreement, "Force Majeure" means any condition, event, or circumstance, including by way of example,

- i. war (whether declared or undeclared), sabotage, civil strife, acts of terrorism;
- ii. earthquake, natural disasters, fire, landslides, flood;
- iii. hurricanes, tornados, tsunamis, perils of sea, volcanic activity, epidemic;

- iv. quarantine, blockades;
- v. ruling, decree, or injunction of a Governmental Authority;
- vi. acts of God; or
- vii. accidents in shipping or transportation [REDACTED]
[REDACTED]
[REDACTED]

but only if, and to the extent: (i) such condition, event, or circumstance is not within the reasonable control of the Party affected; (ii) such condition, event or circumstance, despite the exercise of reasonable diligence, could not be prevented, avoided or removed by such Party; (iii) such condition, event, or circumstance has a material adverse effect on the ability of the affected Party to fulfill its obligations under this Agreement; (iv) the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such condition, event, or circumstance on the affected Party's ability to fulfill its obligations under this Agreement and to mitigate the consequences thereof; and (v) such condition, event, or circumstance is not the result of any failure of such Party to perform any of its obligations under this Agreement. Furthermore, in no event shall Force Majeure include the following events, conditions or circumstances:

[REDACTED]

- (c) late performance as a consequence of any violation of applicable Laws or decisions of a Governmental Authority related to the conduct of Contractor's or any Subcontractor's or Supplier's business, including insolvency or any delay related to the economic, commercial or labor circumstances of Contractor, any Subcontractor or Supplier or other business conducted by Contractor or any Subcontractor or Supplier;

[REDACTED]

- (e) failure of a Party to pay amounts due and owing under this Agreement;
- (f) increased costs of the Work, general economic or industry conditions;
- (g) strikes or labor disturbances

- (h) a Party's financial inability to perform under this Agreement;
- (i) wind conditions, it being expressly understood that all other claims related to wind conditions are addressed in the provisions of Section 10.2 below dealing with Crane Wind Days;
- (j) any other weather conditions except as expressly provided in this Section 10.1; or
- (k) weather-based road restrictions affecting roads in Michigan.

"Force Majeure" may include the failure of a Subcontractor or Supplier to furnish labor, Subcontractor Services, materials or equipment in accordance with its contractual obligations but solely if to the extent such failure would itself be a Force Majeure as defined hereinabove if such Subcontractor or Supplier furnishing such labor, service, materials or equipment were a party hereto.

If either Party's ability to perform its obligations under this Agreement is affected by an event of Force Majeure, such Party (the "Affected Party") shall provide written notice to the other Party within three (3) Business Days after it became aware of the occurrence of such event. Such notice will, to the extent practicable, specify the nature of the occurrence, the reasons why adjustments to this Agreement should be granted, and the projected length of the delay occasioned by reason of such Force Majeure event. Within ten (10) days after submission of such notice, the Affected Party shall provide a more detailed notice of the impact of the occurrence, and a more detailed estimate of the effect on this Agreement. Such notice will be updated as soon as possible after additional information becomes available to the Affected Party, but in no event less frequently than weekly. If Contractor fails to provide written notice of an event of Force Majeure within the time specified in this paragraph, Contractor's entitlement to adjustments to the Guaranteed Completion Dates shall be reduced to the extent Owner has suffered any material adverse impact as a result of Contractor's delay in providing such notice.

Under no circumstances shall Contractor be entitled to any additional compensation or damages of any kind or character as a result of the occurrence of an event of Force Majeure.

The suspension of or impact on performance due to an event of Force Majeure shall be of no greater scope and no longer duration than is required by such event. For purposes of clarity, no obligations or liability under this Agreement that arose before the occurrence of the Force Majeure event will be excused as a result of the occurrence of such event of Force Majeure for any period prior to the occurrence of such event of Force Majeure. The Affected Party shall use all reasonable efforts to:

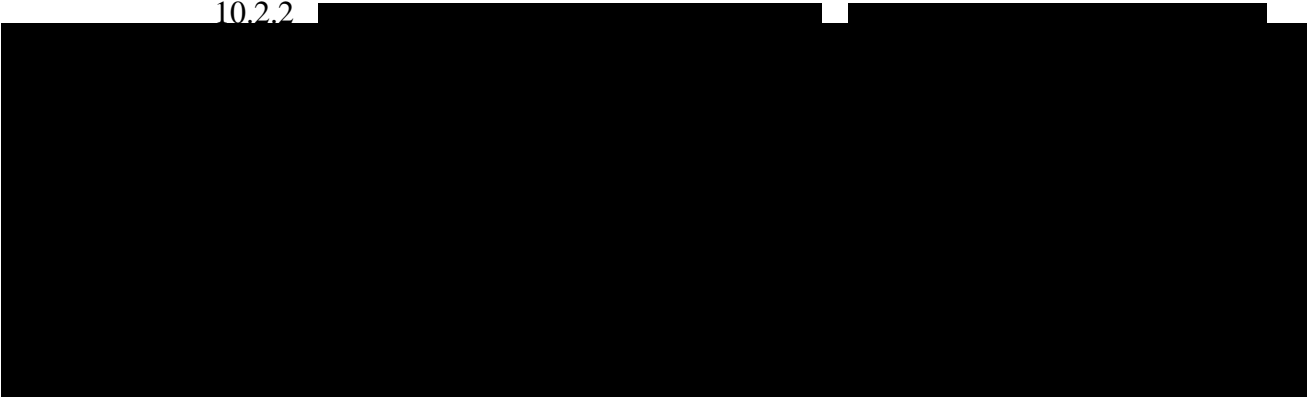
- (a) mitigate the duration of any suspension or delay in, or other impact to the performance of its obligations under this Agreement;
- (b) to continue to perform its obligations hereunder; and
- (c) to remedy its inability to perform, as applicable.

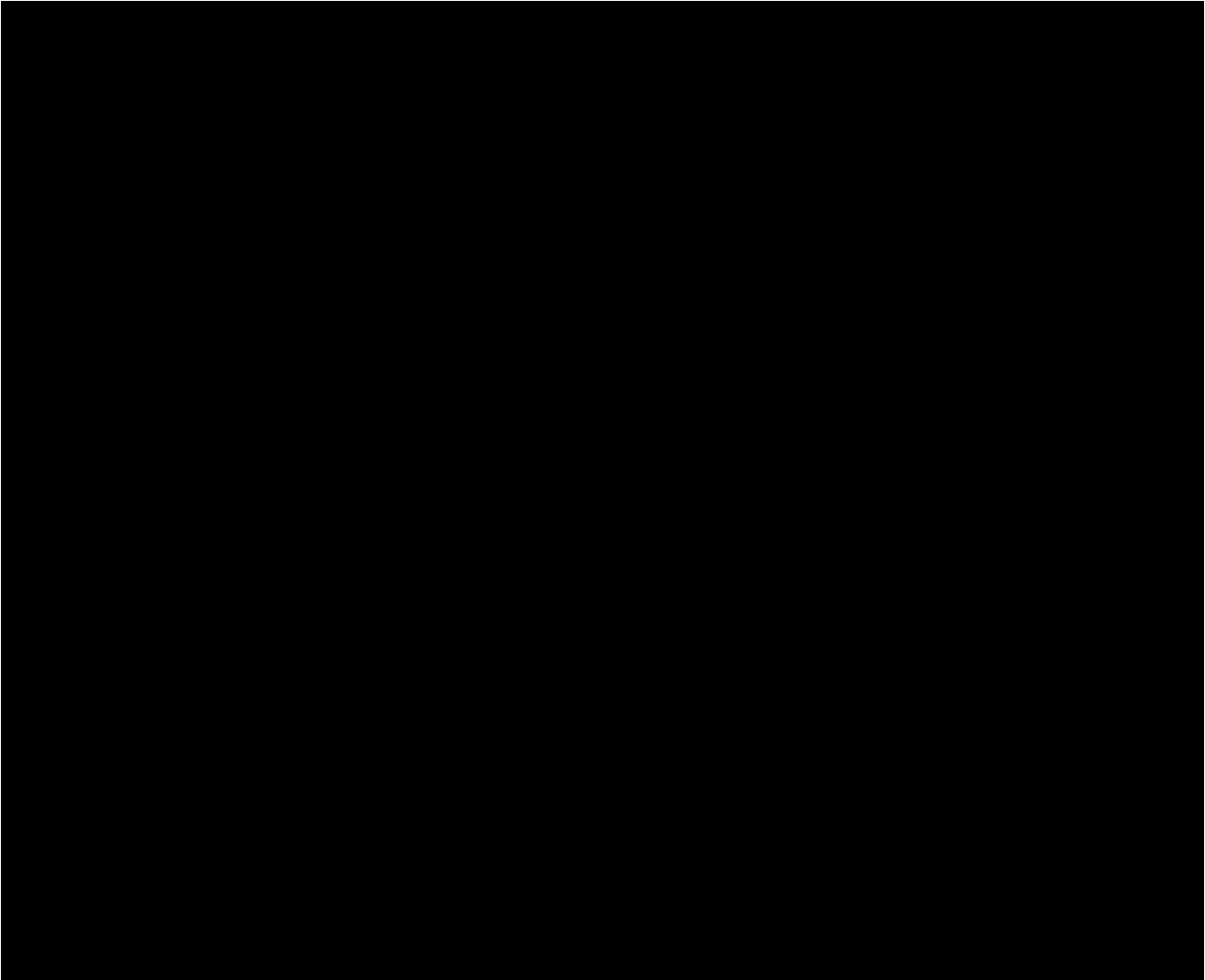
Provided that Contractor has strictly complied with the requirements of this Section 10.1, if an event of Force Majeure occurs, the affected Guaranteed Completion Dates shall be adjusted by the period of time, if any, that Contractor is actually and demonstrably delayed in the performance of its critical path activities as a result of the impact of the event of Force Majeure.

Section 10.2 Crane Wind Days. Contractor shall be entitled to neither any extension of any Guaranteed Completion Dates nor any increase in the Contract Price as a result of any Crane Wind Days other than as expressly provided below in this Section 10.2.



10.2.2





Contractor shall use all commercially reasonable efforts, including working weekends and nights whenever practicable, to avoid and/or make up for delays caused by Crane Wind Days so as to avoid and/or minimize the incurrence and number of Compensable Crane Wind Days. It is understood, however, that in order to minimize or avoid causing problems with Owner's relations with Land Owners or Occupants, Contractor must obtain Owner's prior approval for any night work or Sunday work.

Section 10.3 Geotechnical Conditions. Contractor covenants, represents and warrants that it has inspected and reviewed the Geotechnical Investigations, which include studies related to the surface and subsurface conditions of the Wind Park Site, and acknowledges and agrees that all such surface or subsurface conditions existing at the Wind Park Site and so disclosed in the Geotechnical Investigations shall be at Contractor's cost and schedule risk and shall not be a Force Majeure nor entitle Contractor to any relief whatsoever of its obligations under this Agreement. All information provided by the Owner to Contractor relating to ground conditions is a description of findings at discrete locations. Owner shall not accept any responsibility for any interpretation placed upon this information, and except as set forth below in this Section 10.3, the Contractor may not rely upon or make any claim against Owner by reason thereof.

Contractor shall be fully responsible for determining the ground conditions, and for properly designing and constructing the Turbine Foundations, roads, hard standings and other structures accordingly. Contractor is required to complete a Wind Park geotechnical investigation for the location of each Turbine, the Wind Park Substation, all MET towers, lay-down areas, and all Contractor responsible roads, and this shall be the full responsibility of Contractor. If a Wind Park geotechnical investigation or other observation of actual subsurface conditions performed at the location of each Turbine, the Wind Park Substation, all MET towers, lay-down areas, and all Contractor responsible roads, discloses subsurface conditions differing materially from those indicated in, or reasonably inferable from, the Geotechnical Investigations and that could not have been observed through a reasonable inspection of the Wind Park Site prior to the Effective Date, and such conditions actually result in a material increase or decrease in Contractor's cost of, or the time required for performance of, the Work at the Wind Park Site, then Contractor shall be entitled to a Change Order pursuant to ARTICLE 5 to take into account the consequences of such differing subsurface conditions on the Construction Schedule, the Guaranteed Completion Dates, and/or on the Contract Price, as applicable. It is expressly understood, however, that any adjustment to the Contract Price pursuant to such a Change Order will take into account added or reduced labor and material cost and any adjustment for any addition or reduction in the use of Contractor's construction equipment.

ARTICLE 11 WARRANTIES

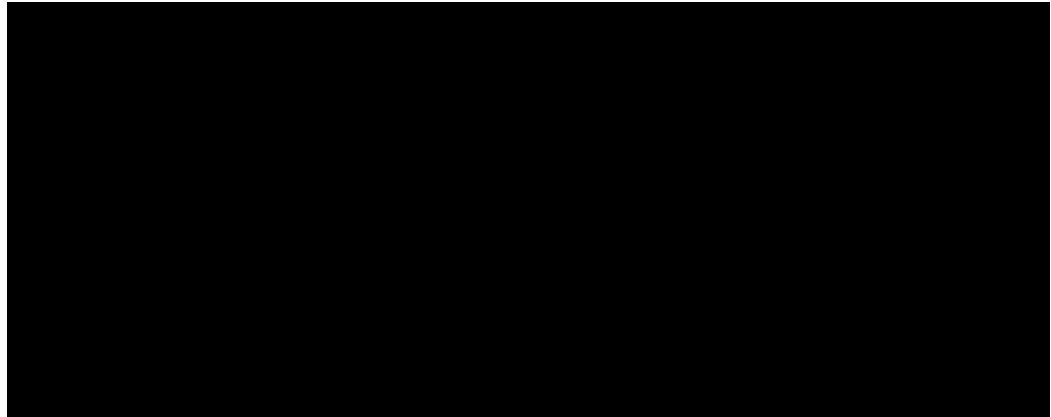
Section 11.1 Warranty of Title. The Contractor warrants that title to all materials, parts, supplies and equipment furnished in the Work hereunder, and otherwise the Wind Park, shall be good, free and clear of all liens, charges, claims and encumbrances of any nature. This warranty of title shall continue without limitation as to time.

If any failure to comply with such warranty of title appears at any time, the Contractor shall be liable and shall have the obligation to defend the title and sale hereby made of said materials, parts, supplies and equipment against all and every person or persons whomsoever and shall indemnify and save the Owner harmless from and against all losses, damages, costs, expenses (including reasonable attorney's fees), claims and liabilities of every kind and nature arising out of such failure to comply with the warranty of title.

Section 11.2 Warranty.

- (a) Any performance tests required shall be conducted as specified in this Agreement. Should any items fail to perform as guaranteed in this Agreement, Contractor shall, at its sole cost and expense, promptly make such changes and corrections (including re-testing) as necessary to comply with such guarantees.
- (b) Contractor hereby warrants that the Wind Park and the Work, including without limitation all of the design, goods, services, materials and equipment supplied by Contractor and its Subcontractors and Suppliers in the Work and all of the workmanship of fabricating, processing, modifying, assembling, erecting, constructing and/or installing both Contractor- (or Subcontractor- or Supplier-)

supplied materials and equipment and Owner Supplied Equipment: (i) shall be new and unused (except as required for commissioning and placement into initial operation) and undamaged on the Substantial Completion Date for the WindPark; (ii) shall conform to all of the requirements of this Agreement; and (iii) shall be free from defects in design, materials, construction, installation and workmanship for a period of [REDACTED] from and after the Final Completion Date (the “Warranty Period”). [REDACTED]



- (c) Without limiting any other remedy available to the Owner, if any such nonconformance or defect appears during the Warranty Period, the Contractor shall make any and all repairs or replacements necessary to remedy the same (including performing all work incidental to such corrective work, such as but not limited to all associated removal, transportation, disposal and/or reinstallation of equipment or materials) at its sole expense and within a reasonable time after notification by the Owner. The Owner shall provide written notification to the Contractor of any warranty claim. The Contractor shall obtain Owner’s written approval of the Contractor’s intended schedule for performing such corrective work prior to commencing such work at the Wind Park Site or other applicable facility locations; and the Contractor shall perform any such work so as not to disrupt or inconvenience the normal activities of the Owner or others. The Contractor shall notify Owner upon completion of any corrective work to allow for the Owner to inspect such work. The Contractor’s warranty set forth in Subsection 11.2(b) shall also apply to all corrective work performed pursuant to the foregoing provisions of this paragraph, with the [REDACTED] term of such warranty for the corrective warranty work to commence on the Owner’s final acceptance of such corrective work.

- (d) If the Contractor refuses, neglects, or is otherwise unable to take prompt action to correct any non-conformances or defects as provided in the immediately preceding paragraph, the Owner shall (without limiting any other rights or remedies it may have hereunder or at law or equity) have the right to perform or to hire third parties to perform the corrective work (including all work incidental to such corrective work, such as but not limited to all associated removal, transportation, disposal and/or reinstallation of equipment or materials), and the

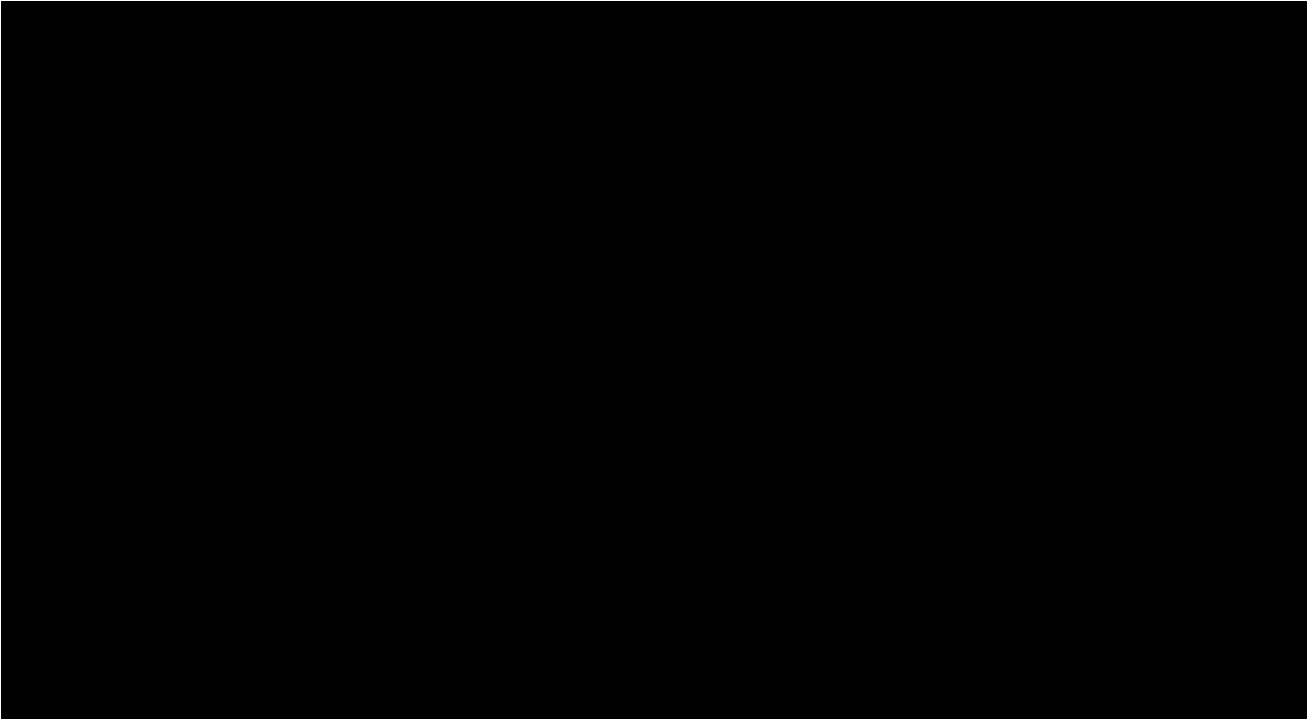
Contractor shall reimburse Owner upon demand for all cost and expense of all such work plus [REDACTED] to cover the Owner's administrative costs. The Contractor's warranty set forth in Subsection 11.2(b) shall also apply to all corrective work performed by the Owner itself or a third party hired by the Owner pursuant to the foregoing provisions of this paragraph, with the term of the [REDACTED] [REDACTED] warranty for the corrective warranty work to commence on the Owner's final acceptance of such corrective work.

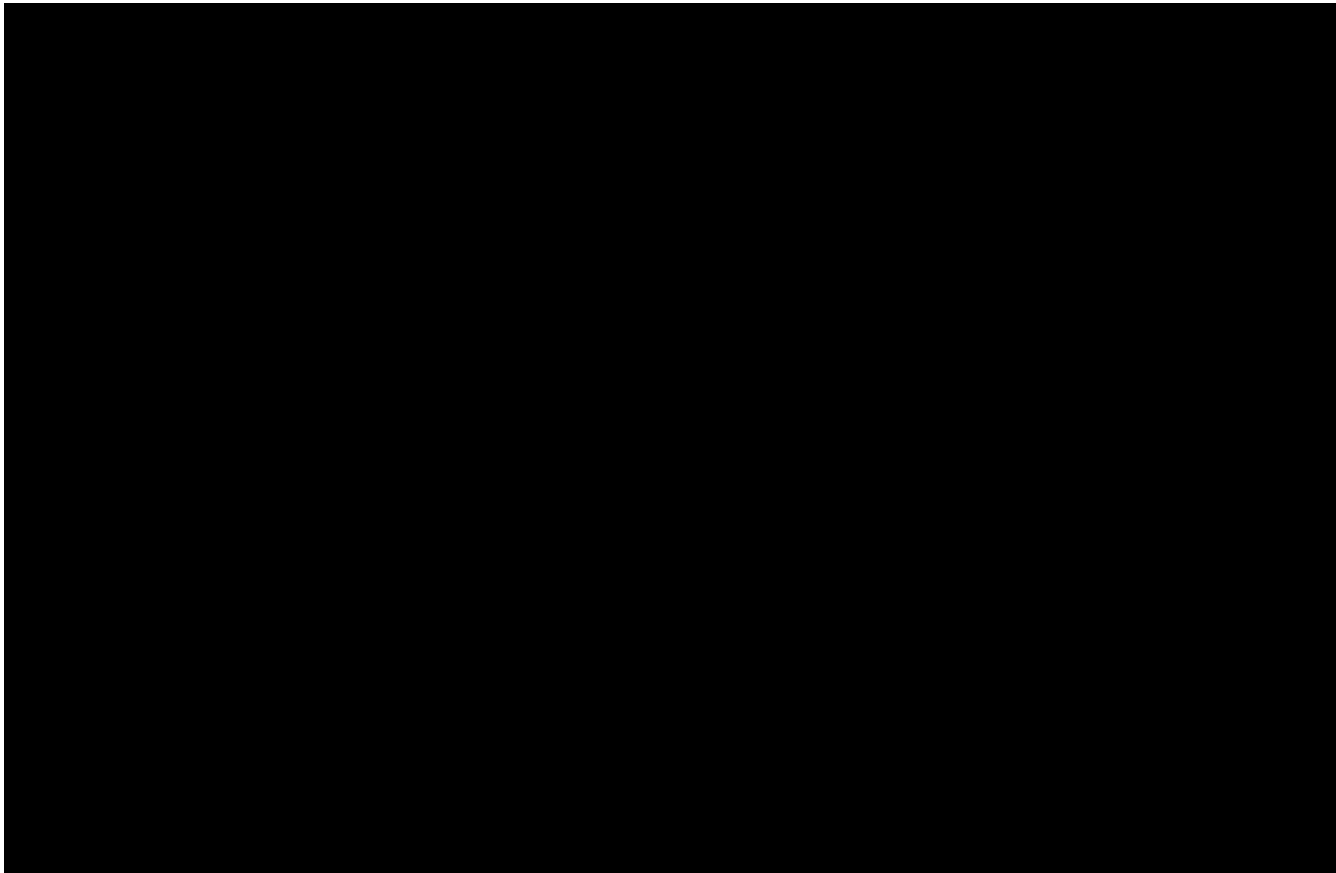
- (e) In the event that any corrective work invalidates warranties of Subcontractors, Suppliers, or an Owner Contractor, the Contractor shall [REDACTED] [REDACTED] to obtain new warranties satisfactory to the Owner at the Contractor's expense.

- (f) In addition to the Contractor's own preceding warranties, the Contractor shall obtain from its Subcontractors and Suppliers warranties satisfactory to the Owner regarding the portion of the Work performed and/or supplied by them. Such warranties shall be for the benefit of the Owner and the Contractor, and shall be enforceable by the Owner, the Contractor, or both, at the option of the Owner. Notwithstanding the foregoing, all Subcontractor and Supplier long term warranties shall be assigned to the Owner for enforcement after the Warranty Period expires.

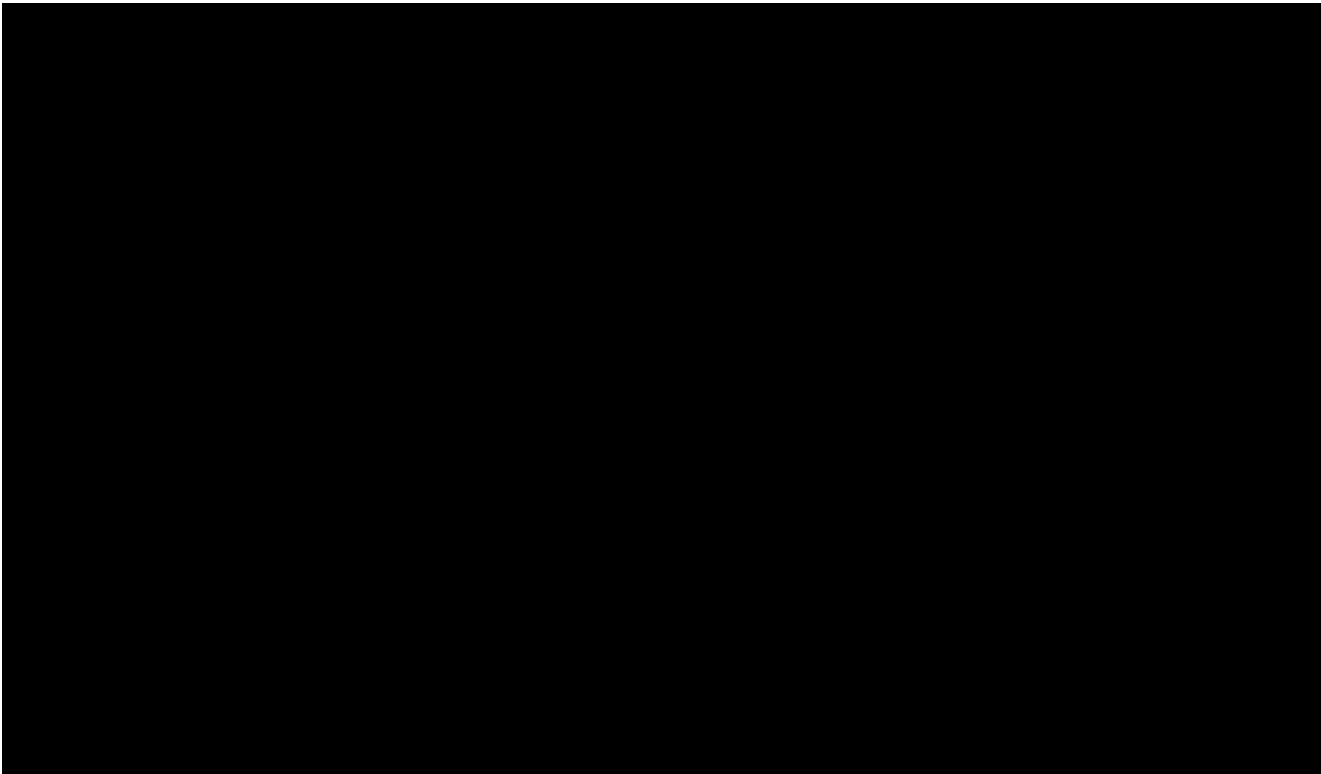
**ARTICLE 12
TITLE AND RISK OF LOSS**

Section 12.1 [REDACTED]





Section 12.2 



**ARTICLE 13
INSURANCE**

Section 13.1 General.

- (a) Contractor's Insurance. Contractor shall procure at its own expense and maintain in full force and effect as of the Effective Date, with responsible insurance companies authorized to do business in the United States, the types and limits of insurance as set forth in Section 13.2.
- (b) Insurer Qualifications. The insurance companies referred to in this Article 13 shall have an A.M. Best Insurance financial strength rating of A- or better, and a financial size of IX or greater, or shall be of recognized responsibility satisfactory to the Parties.
- (c) Insurance Terms. Capitalized terms used in this Article 13 and not otherwise defined in this Agreement shall have the meanings generally ascribed to them in the commercial insurance industry in the United States.
- (d) Additional Insurance. Either Party, at its own cost, may purchase any additional insurance it believes necessary to protect its interests.

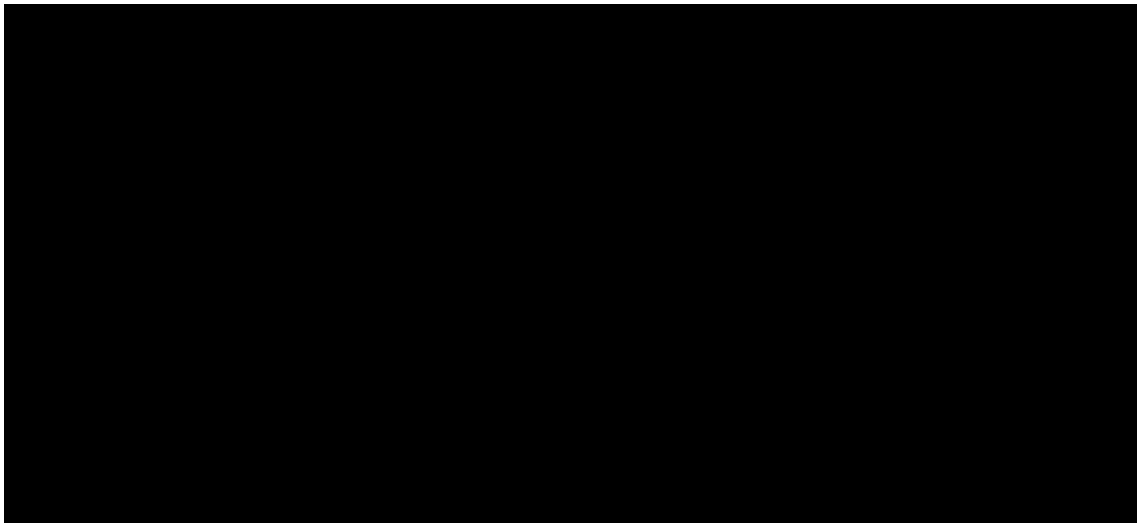
Section 13.2 Contractor's Insurance (General Requirements). Contractor shall procure and maintain in full force and effect, the insurance policies specified in this Section 13.2.

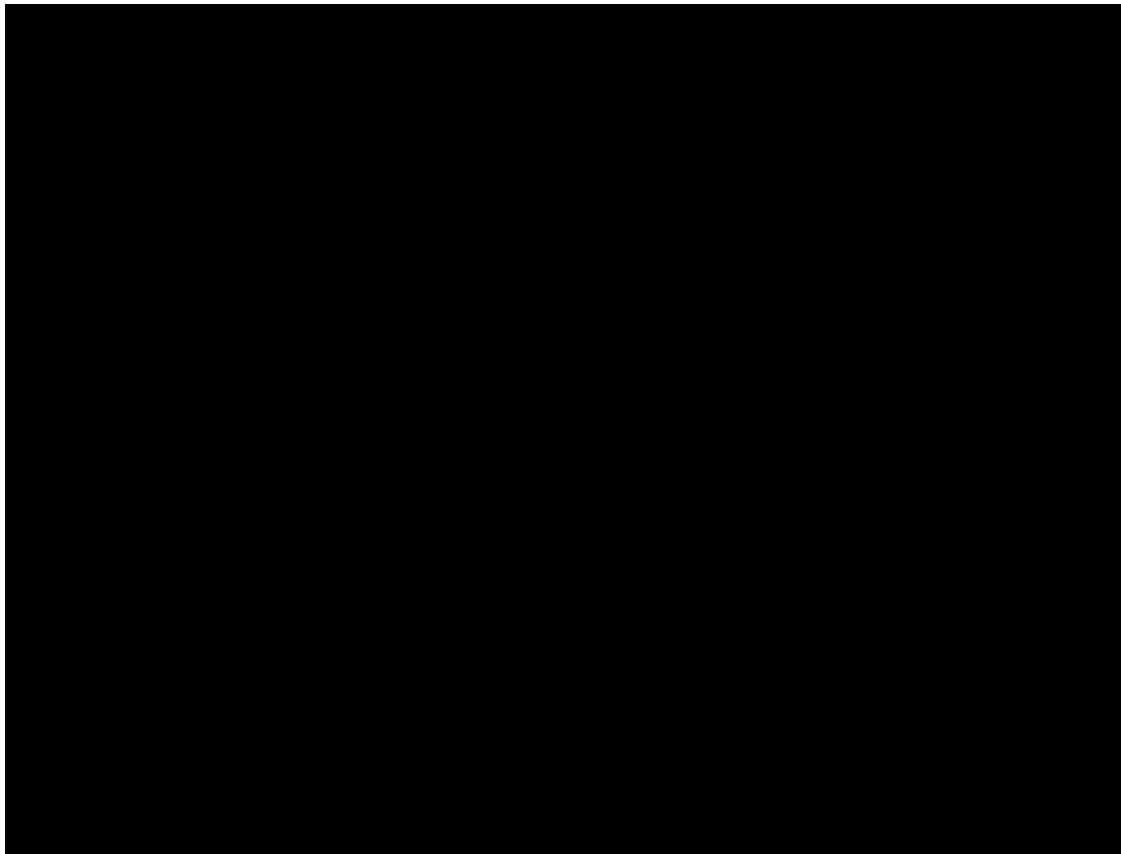
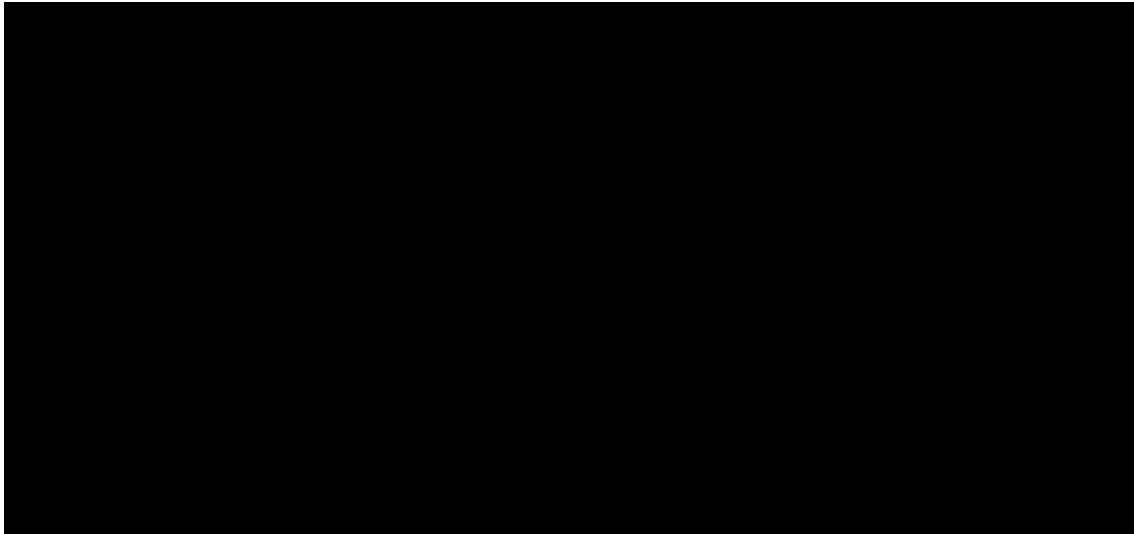
- (a) Workers' Compensation and Employer's Liability Insurance. Contractor shall maintain workers' compensation insurance and such other forms of insurance which Contractor is required to maintain in order to comply with statutory limits under workers' compensation laws of any applicable jurisdiction in the United States (and any other location in which the Work is to be performed) including USL&H coverage (if any exposure exists), where applicable, and employer's liability (including occupational disease) coverage with limits of [REDACTED] [REDACTED] which shall cover all of Contractor's employees, whether full-time, part-time, leased, temporary or casual, who are engaged in the Work.
- (b) Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance written on an occurrence basis and with a combined single limit of [REDACTED] [REDACTED]. Such insurance shall include coverage for products/completed operations, broad form/blanket contractual liability for written contracts, broad form property damage, bodily injury (including death), and personal injury liability, independent contractor liability, mobile equipment,

cross liabilities, and hostile fire liability. The policy shall contain no exclusions for X.C.&U., rigging, lifting, and boom overload, or operations within 50 feet of a railroad.

- (c) Automobile Liability Insurance. Contractor shall maintain automobile liability insurance (including coverage for owned, non-owned and hired automobiles) covering vehicles used by Contractor in connection with the Work in an amount of [REDACTED] combined single limit per occurrence for bodily injury and property damage. Contractor's automobile liability insurance coverage shall contain appropriate no-fault insurance provisions or other endorsements in accordance with applicable Laws.
- (d) Umbrella or Excess Liability Insurance. Contractor shall maintain umbrella/excess insurance on an occurrence basis covering claims in excess of the underlying insurance described in Sections 13.2.1 (employer's liability only), 13.2.2 and 13.2.3, in the amount of [REDACTED] per occurrence, and on a following-form basis.
- (e) Professional Liability Insurance. Contractor shall secure and maintain professional liability insurance (errors and omissions) with a minimum single limit of [REDACTED] to cover those liabilities caused by Contractor's errors, omissions or negligent acts related to the professional services being provided pursuant to this Agreement.
- (f) Contractor's Pollution Liability Insurance. Contractor shall maintain [REDACTED] of Contractor's Pollution Liability coverage, to provide coverage for Contractor's legal liability for environmental/pollution claims arising out of Contractor's Work, with limits of [REDACTED] per occurrence.
- (g) Crane Insurance. Contractor shall maintain or cause to be maintained coverage for all physical damage to all cranes.

(h)





Section 13.3 Endorsements Applicable to Contractor Insurance. All policies of liability insurance to be maintained by Contractor shall be written or endorsed to include the following:

- (a) With respect to workers' compensation/employer's liability insurance, to provide that the insurer shall waive for the benefit of Owner and where permitted by law, all rights of subrogation against Owner, its subsidiaries and affiliates, co-venturers, Land Owners or Occupants where the Wind Park is located, or their

directors, officers, members, managers, as well as their respective employees and/or agents of each;

- (b) With respect to commercial general liability, automobile liability and excess/umbrella insurance, to provide that Owner, its subsidiaries and Affiliates, its co-venturers, Land Owners or Occupants where the Wind Park is located, or their directors, officers, members, managers, as well as the employees and/or agents of each shall be included as additional insured, and that all insurance policies (including Worker's Compensation) shall waive any and all right of subrogation or recovery which the insurer may have or acquire against Owner, subsidiaries and Affiliates, its co-venturers, Land Owners or Occupants where the Wind Park is located, or their directors, officers, members, managers, as well as the employees and/or agents of each. The additional insured status shall apply regardless of the enforceability of the indemnity provisions of this Agreement;
- (c) To provide a severability of interest and cross liability clause;
- (d) That the insurance shall be primary and not excess to or contributing with any insurance or self-insurance maintained by Owner;
- (e) With respect to coverage for completed operations under the general liability insurance, to be in place throughout the performance of the Work and for [REDACTED] after Final Completion.

Section 13.4 Subcontractor Insurance. Contractor shall require each of its Subcontractors performing work at the Wind Park Site, to obtain, maintain and keep in force during the time during which they are involved in performance of the Work, insurance coverage in accordance with the insurance requirements of Contractor set forth in Sections 13.2.1, 13.2.2, 13.2.3 and 13.2.4 and 13.2.5 if providing engineering/design work; *provided, however*, that the limits of any such Subcontractors' Umbrella Excess Liability Insurance policies otherwise maintained in accordance with the requirements under Section 13.2.4, shall not be less than [REDACTED]

[REDACTED] Subcontractors shall include Owner, its Affiliates and the Land Owners or Occupants of the Wind Park Site, as additional insured parties on the policies that Subcontractors maintain which are of the types listed in Sections 13.2.2, 13.2.3, and 13.2.4, and shall waive subrogation in favor of Owner, its Affiliates and the Land Owners or Occupants of the Wind Park Site under all policies they maintain which are of the types listed in Section 13.2. Contractor agrees that all its Subcontractors contractually agree that their insurance will respond on a primary basis to any similar insurance being maintained by Contractor, Owner, or any additional insured. Any deviation from these requirements must be agreed to, in writing, by the Owner.

Section 13.5 Contractor's Certificates. On or prior to the Notice to Proceed Date, Contractor shall furnish to Owner certificates of insurance from each insurance carrier showing that the insurance required of Contractor as set forth in this Article 13 is in full force and effect, the amount of the carrier's liability thereunder, and further providing that the insurance will not be canceled, changed or not renewed in a manner that adversely affects Owner or any additional

insured, until the expiration of at least [REDACTED] calendar days (or [REDACTED] calendar days in the case of cancellation due to non-payment of premiums) after Notice of such cancellation, change or non-renewal has been received by Owner. Contractor shall also be responsible for obtaining certificates of insurance for the insurance coverages required to be maintained by its Subcontractors in accordance with Section 13.4 from each Subcontractor before such Subcontractor is allowed to commence Work or enter the Wind ParkSite. Certificates of insurance submitted under this Section 13.5 shall be in form and content reasonably acceptable to Owner and shall provide that Owner shall timely receive copies of any Notices of any default or other act or omission by Owner, Contractor or other insured parties that might invalidate, render unenforceable or result in a lapse of such policy in whole or in part. Certificates of each renewal of the insurance should also be delivered to Owner promptly after receipt.

Section 13.6 Descriptions Not Limitations. The insurance coverages referred to in this Article 13 will be set forth in full in the respective policy forms, and the foregoing descriptions of such policies are not intended to be complete, nor to alter or amend any provision of the actual policies, and in matters (if any) in which the said description may be conflicting with such instruments, the provisions of the policies of the insurance shall govern; *provided, however*, that neither the content of any insurance policy or certificate nor approval thereof shall relieve either Parties of any of their obligations under this Agreement.

Section 13.7 Cost of Premiums. It is expressly agreed and understood that the cost of premiums for insurance required to be maintained by Contractor as set forth in this Article 13 and all Taxes thereon shall be borne by Contractor, and shall be endorsed to provide that Owner shall have no liability for the payment of any premium thereon.

Section 13.8 Other Deductibles. Any required payment of any deductible or self insured retention for a claim relating to insurance coverages to be maintained by Contractor hereunder shall be the responsibility of Contractor.

Section 13.9 No Limitation of Liability. The insurance coverages required of Contractor as set forth in this Article 13 shall in no way affect, nor are they intended as a limitation of, Contractor's liability with respect to its performance of the Work.

Section 13.10 Other Terms and Provisions.

13.10.1 Unintentional Errors or Omissions. It is hereby understood and agreed that the coverages afforded by the insurance policies required of Contractor set forth in this Article 13 shall not be invalidated or affected by any unintentional omissions or errors.

13.10.2 Notification. Contractor and Owner shall notify the other Party of any and all incidents giving rise to an insurance claim, and otherwise keep the other Party timely apprised of insurance claim proceedings.

Section 13.11 Equipment, Supplies and Materials. All equipment, supplies and materials (a) belonging to Contractor or to any of its Subcontractors or Suppliers or (b) used by or on behalf of Contractor or any of its Subcontractors or Suppliers for its performance hereunder which is

not intended to become a permanent part of the completed Work shall be brought to and kept at the Wind Park Site at the sole cost, risk and expense of Contractor or such Subcontractor, and Owner shall not be liable for loss or damage thereto. Should such property be insured, said insurers shall waive rights of subrogation against Owner and its Affiliates. Owner will not be responsible for any insurance premium payments related to the aforementioned equipment, supplies or materials.

ARTICLE 14 DEFAULT AND TERMINATION; SUSPENSION

Section 14.1 Defaults. The occurrence of any one or more of the following events shall constitute an event of default by Contractor hereunder (a “Contractor Event of Default”):

- (a) Contractor fails to procure, maintain or provide acceptable evidence of any insurance required to be procured and maintained by Contractor or fails to perform any other obligation under Article 13;
- (b) Contractor fails for any reason to make prompt payments required to be made by Contractor to any Subcontractor or Supplier of amounts not reasonably in dispute, which failure results in or gives rise to, or could result in or give rise to, a lien or claim against Owner or the Wind Park, or the impairment of Contractor to perform its obligations under this Agreement, and such failure continues for [REDACTED] calendar days after receipt of written notice of such non-payment;
- (c) Contractor fails to pay, or cause to be paid, to Owner any required payment which is not in dispute, and such failure continues for [REDACTED] days after receipt of written notice of such failure;
- (d) Contractor fails to achieve any Design Completion, Turbine Foundation Completion, Wind Park Substation Completion, Collection System Circuit Completion, Turbine Mechanical Completion, or Substantial Completion, with respect to the Wind Park within [REDACTED] calendar days of the applicable Guaranteed Completion Date;
- (e) Any representation or warranty of Contractor shall prove to be false or misleading and causes a material adverse effect on either Owner’s or Contractor’s ability to perform its obligations under this Agreement;
- (f) Contractor makes a general assignment for the benefit of its creditors, is generally unable to pay its debts as they become due or shall commence or file a voluntary case or petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future federal, state or other bankruptcy or insolvency statute or law, or shall seek, consent to or acquiesce in the appointment of any bankruptcy or insolvency trustee, receiver or liquidator of Contractor or of all or any substantial part of its properties;

- (g) Any action, case or proceeding shall be commenced against Contractor seeking (i) any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any insolvency laws or (ii) the appointment, without the consent or acquiescence of Contractor, of any trustee, receiver or liquidator of Contractor or of all or substantially all of its properties, which proceeding or appointment shall continue unstayed for a period of [REDACTED] days;
- (h) Contractor abandons the Work;
- (i) Contractor fails to deliver the payment and performance bond required by Section 2.9 within [REDACTED] days after the required date of delivery thereof, or fails to deliver a replacement payment and performance bond, similar in form and substance to the existing payment and performance bond, [REDACTED] days after (i) the payment and performance bond delivered on the Effective Date no longer continues to be in effect or (ii) notification from Owner that the issuer of such payment and performance bond no longer meets the requirements set forth in Section 2.9; or
- (j) Contractor is in any other respect in material breach of its obligations under this Agreement and such breach continues for [REDACTED] days after receipt of written notice from Owner.

Section 14.2 Owner's Option to Cure an Event of Default.

Upon any Contractor Event of Default, Owner in addition to any other remedies available under this Agreement, at law or in equity, shall have the right, but not the obligation, to cure such defaults and shall be entitled to recover from Contractor the direct, documented cost of curing such defaults.

Section 14.3 Contractor Event of Default Remedies.

- (a) Termination. Upon the occurrence of a Contractor Event of Default, Owner, without prejudice to any remedy provided herein or otherwise available at law or in equity, may, by written notice to Contractor, terminate this Agreement or Contractor's Work on the Wind Park. Termination pursuant to this Section 14.3(a) shall be without prejudice to any other rights or remedies which Owner may have against the Contractor, and no such termination shall constitute a waiver, release or estoppel by the Owner of any right, action or cause of action it may have against the Contractor. In the event Owner terminates some, but not all of the Work, pursuant to this Section 14.3(a), Contractor shall continue to work in accordance with the Construction Schedule on the Work not so terminated.
- (b) Effects of Termination. In the event of a termination by Owner pursuant to Section 14.3(a), Owner shall not be required to make any further payment to Contractor on the portion of the terminated Work unless and until all claims between the Parties are settled or resolved. If Owner elects to complete the Work on the terminated portion of the Work, then upon such completion, Owner shall

determine the completion cost for the Work. If the completion cost exceeds the unpaid Contract Price for the terminated Work, then Contractor shall pay to Owner the amount of such excess within [REDACTED] days following receipt of Owner's demand for such payment. Upon such termination Owner shall have the right to take an assignment of all Subcontracts and purchase orders entered into by Contractor in connection with the Work. If requested by Owner, Contractor shall, at Contractor's cost and expense, remove such materials, equipment, tools and instruments used and any debris or waste materials generated by Contractor in the performance of the Work related to the terminated Work as Owner may direct. If any termination by Owner pursuant to Section 14.3(a) is ultimately determined to have been wrongful, then such termination shall be deemed a termination for convenience pursuant to Section 14.4, and Contractor's sole remedy shall be the receipt of the amounts set forth in Section 14.4(b).

- (c) Additional Owner's Remedies. Upon the occurrence or happening of a Contractor Event of Default, Owner, in addition to all other rights and remedies provided in other provisions of this Agreement, may (i) retake possession of the Wind Park Site, (ii) with or without terminating this Agreement, take possession of all construction materials and finish by whatever means, manner or methods Owner may deem expedient, (iii) with or without terminating this Agreement, assume the rights and obligations of Contractor, and to require performance by Subcontractors and Suppliers, under any or all of the Subcontracts and purchase orders covering the unperformed parts of the Work on the Wind Park Site, whether pursuant to assignment or pursuant to the third party beneficiary rights of Owner under such Subcontracts and purchase orders, and/or (iv) exercise, enforce, pursue and realize on any and all other rights and remedies available to Owner under applicable Law and/or under this Agreement and all other agreements, documents and instruments executed in connection with this Agreement. In the event Owner, upon the happening or occurrence of a Contractor Event of Default, elects to take possession of the Wind Park Site and all construction materials thereupon and finish the Work, Owner, at its election, may assume the rights, powers, remedies, duties, responsibilities and obligations of Contractor under all of its Subcontracts and purchase orders covering the unperformed portions of the Work and continue the performance of the parties under any and all such assumed Subcontracts and purchase orders as a means, manner or method of finishing the unperformed portion of the Work.

Section 14.4 Termination for Convenience by Owner. Owner may, in its sole discretion, terminate, in whole or in part, this Agreement or the Work at the Wind Park at any time. Owner shall exercise such right of termination by giving reasonable written notice of termination to Contractor. In the event Owner terminates some, but not all of the Work, pursuant to this Section 14.4, Contractor shall continue to Work in accordance with the Construction Schedule on the portion of the Work not so terminated. In the event of a termination pursuant to this Section 14.4:

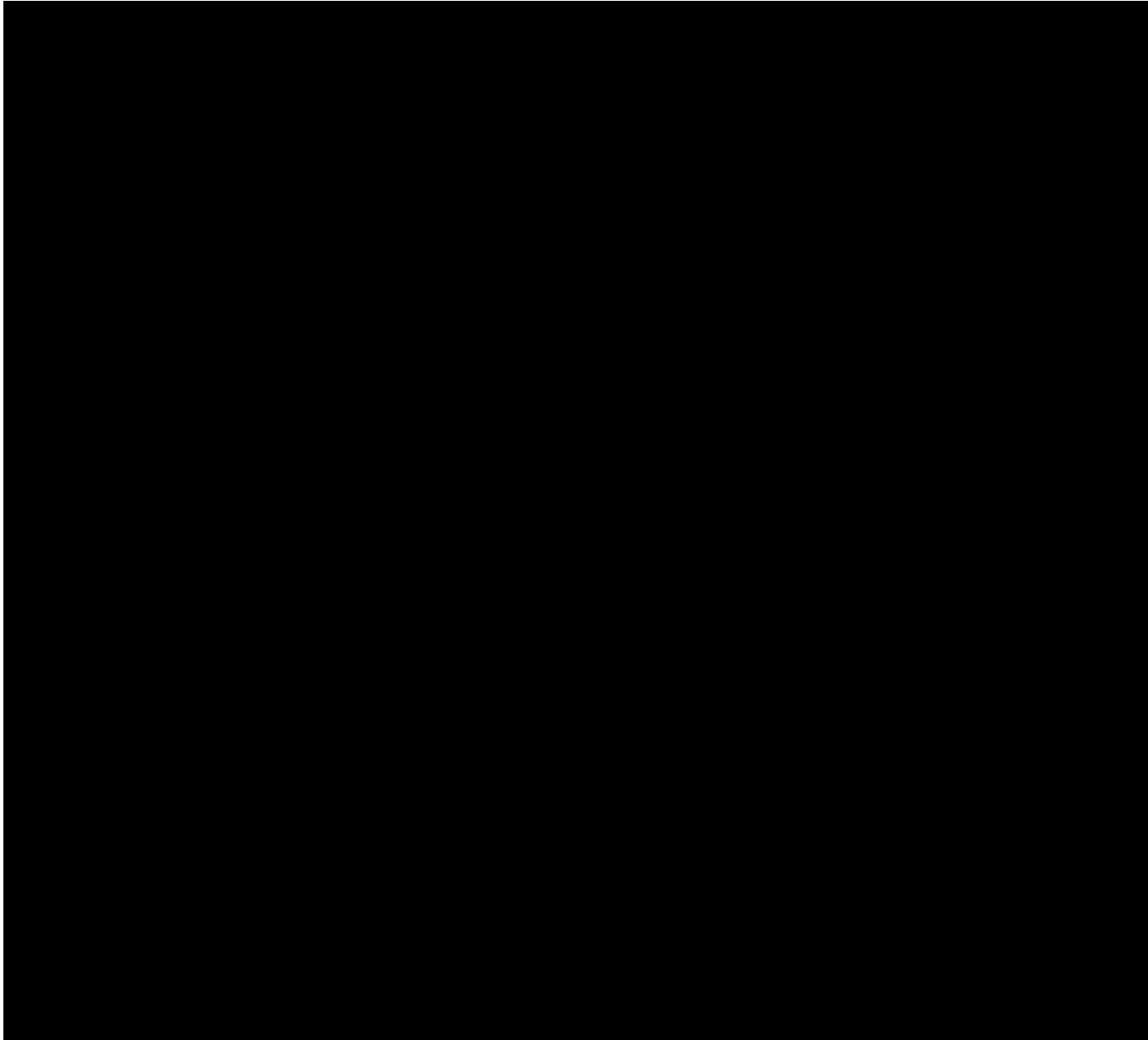
- (a) If requested by Owner, Contractor shall withdraw from the Wind Park Site, shall assign to Owner, to the extent assignable, such of Contractor's Subcontracts with Subcontractors and purchase orders with Suppliers entered into in connection with the Work as Owner may request, shall transfer to Owner, to the extent transferable, any Contractor Permits obtained for the Work so terminated, and shall remove such materials, equipment, tools and instruments used and any debris or waste materials generated by Contractor in the performance of the Work as Owner may direct, and Contractor shall deliver to Owner all designs, drawings, and other Wind Park documents that may be in the Contractor's possession related to the terminated Wind Park(s).

- (b) Within [REDACTED] days following receipt from Contractor of an invoice with supporting documentation in reasonable detail, Owner will pay Contractor for (i) all Work completed (based on the amounts therefor set forth in the Milestone Payment Schedule); [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Contractor shall leave for the Owner at the Wind Park Site and/or complete delivery to Owner at the Wind Park Site all materials, supplies, components and equipment for which Owner has paid. Upon payment by the Owner to the Contractor as provided above in this Subsection 14.4(b), the Owner shall have no further obligation under this Agreement.

- (c) Contractor shall execute all documents and take all other reasonable steps requested by Owner or its assignee which may be required or reasonably necessary to vest in Owner or its assignee all rights, set offs, benefits and titles necessary to such assumption by Owner or its assignee of such obligations.

Section 14.5 Suspension. Notwithstanding any other provisions of this Agreement, Owner may at any time, suspend, or extend the time for, Contractor's performance of all or any part of the Work, upon written notice of no less than [REDACTED] Business Days of such suspension or extension, which notice will include Owner's then anticipated duration of such suspension of the Work. Thereafter, Contractor shall resume performance as directed by Owner within a reasonable time period after Owner's notice of resumption of performance. In the event of such suspension or extension (unless such suspension arises as a result of any fault, defect or failure to perform which is attributable to Contractor or any Subcontractor or Supplier), Contractor shall be entitled to reimbursement for additional costs reasonably incurred by Contractor in effectuating such suspension or extension period, such reimbursement to be provided for in a Change Order issued by the Owner pursuant to this Agreement. Contractor shall use all reasonable efforts to minimize or mitigate such suspension costs.

Section 14.6 [REDACTED]
[REDACTED]



**ARTICLE 15
INDEMNIFICATION**

Section 15.1 General Indemnification.

- (a) General.To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner, and its parent company, other Affiliates, and their respective officers, owners, members, agents, managers, employees, successors and assigns from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, costs (including reasonable attorneys’ fees) and expenses of any nature for:

- i. sickness, disease, death or personal injury to any person, including employees of the Contractor, employees of any Subcontractor or Supplier, employees of Owner, Land Owners or Occupants, or any other person;
- ii. damage to any property, including property of the Contractor, property of any Subcontractor or Supplier, property of the Owner (including the Wind Park), property of Land Owners or Occupants, or property of any other Person

resulting from, arising out of, or relating to the performance of the Work or otherwise from any act, omission or operation of Contractor, its Subcontractors, Suppliers or their respective employees or agents.

- (b) Contractor Hazardous Material. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner, and its parent company, other Affiliates, and their respective officers, directors, employees, agents, Affiliates, and representatives, from and against any and all third party claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages or penalties, including, without limitation, court costs and reasonable attorneys' fees, arising out of, or resulting from, or occasioned by or in connection with a Hazardous Material [REDACTED]

- (c) Easements and Special Land Owner Agreements. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner, and its parent company, other Affiliates, and their respective officers, directors, employees, agents, Affiliates, and representatives, from and against any and all third party claims, demands, suits, liabilities, causes of action, losses, costs, expenses, damages or penalties, including, without limitation, court costs and reasonable attorneys' fees, arising out of, or resulting from, or occasioned by or in connection with a breach by Contractor of any obligation under an Easement and/or Special Land Owner Agreement set forth in Exhibit Y as it may be amended pursuant to Section 4.3.

- (d) Without limiting the foregoing, the Contractor shall at the request of the Owner defend at the Contractor's expense any suit or proceeding brought against the Owner for any of the above-named reasons.

Section 15.2 Infringement Claims. Contractor shall indemnify, defend and hold harmless Owner, and its parent company, other Affiliates, and their respective officers, owners, members, agents, managers, employees, successors and assigns from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, costs (including

reasonable attorneys' fees) and expenses arising from any actual or alleged infringement by the Work, or any part thereof, or any designs or equipment furnished or used by the Contractor or any Subcontractor or Supplier in connection therewith, or the Owner's use of any of the foregoing, infringes any patent, copyright, trade secret, trademark, or other proprietary rights of a third party. Without limiting the foregoing, the Contractor shall at the request of the Owner defend at the Contractor's expense any suit or proceeding brought against the Owner for any of the above-named reasons. [REDACTED]

In addition to the above, if Owner's use of the Work or any or all of the Wind Park is enjoined, Contractor shall, at its expense, pursue one or more of the following remedies selected by Owner (i) substitute functionally equivalent non-infringing products for the infringing item, (ii) modify the infringing item so that it no longer infringes but remains functionally equivalent or (iii) obtain for Owner the right to continue using such item.

Section 15.3 Survival. The provisions of this ARTICLE 15 shall survive completion, expiration or any termination of this Agreement.

ARTICLE 16
CONTRACTOR REPRESENTATIONS AND WARRANTIES

Section 16.1 Representations and Warranties. Contractor hereby represents and warrants to Owner, as of (a) the Effective Date, [REDACTED], if any, and (c) the Notice to Proceed Date, that:

- (a) Due Incorporation and Good Standing. It is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan and is authorized to do business and in good standing in all jurisdictions in which the nature of the business conducted by it makes such authorization necessary and has the requisite power to own and operate its properties, to carry on its business and to execute, deliver and perform its obligations under this Agreement.
- (b) Corporate Authorizations. The execution, delivery and performance by Contractor of this Agreement (i) have been duly authorized by all requisite corporate action on its part, (ii) will not violate any Laws, (iii) will not cause a breach of, or result in the imposition of any lien upon any of its assets under, any of its organizational documents or any agreement, instrument or other requirement by which it or any of its properties may be bound or affected and (iv) does not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Contractor or any other party to any other agreement with Contractor.
- (c) Enforceability. The execution and delivery by Contractor of this Agreement will cause it to constitute a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization,

moratorium or other similar laws affecting the enforcement of creditors' rights generally and as enforceability thereof may be subject to general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

- (d) No Actions. There are no actions, suits, proceedings or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any federal, state or municipal agency which, individually or in the aggregate, is reasonably likely to have a material adverse effect on its ability to perform its obligations under this Agreement.
- (e) Government Approvals. No approvals from, and no registration, declaration or filing with, any Governmental Authority is required on the part of Contractor in connection with the execution, delivery and performance of this Agreement, except those which have already been obtained or which Contractor anticipates will be timely obtained in the ordinary course of the performance of this Agreement.
- (f) Qualifications. Contractor has examined this Agreement thoroughly and has become familiar with and understands its terms and has the experience and qualifications to perform the Work in a manner consistent with all of the requirements of this Agreement.
- (g) Licenses. Contractor holds all licenses required under applicable Law to perform the Work in each of the jurisdictions where the Wind Park Site are located.
- (h) Compliance with Certain Laws. Contractor represents, warrants and agrees to be bound by and comply with the following clauses which are incorporated by reference into this Agreement and which shall have the same force and effect as if set forth in full in this Agreement: Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1, *et. seq.*); FAR 3.10 Contractor Code of Business Ethics and Conduct; Equal Opportunity, FAR 52.222-26; Prohibition on Segregated Facilities, FAR 52.222-21; Affirmative Action for Workers with Disabilities-FAR 52.222-36; Anti-Kickback Procedures, FAR 52.203-7; Notice of Employee Rights Concerning Payment of Union Dues and Fees, 29 CFR Part 470; Affirmative Action for Special Disabled and Vietnam Era Veterans-FAR 52.222-35; and Employment Reports on Disabled Veterans and Veterans of the Vietnam Era-FAR 52.222-37. The terms "Contractor" and "Government" as used in the FAR clauses shall be deemed to refer to "Contractor" and "Owner" respectively. Except to the extent that this Agreement is exempt from any of the requirements set out below, Contractor 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).

ARTICLE 17
INTELLECTUAL PROPERTY RIGHTS

Section 17.1 Title to Scope of Work and Deliverable. The Scope of Work and all deliverables, except as otherwise agreed to by the Parties, to be provided by Contractor pursuant to this Agreement (collectively, the “Documentation”), shall be considered “works made for hire,” as such term is defined under any copyright law, by Contractor for Owner. All Documentation shall at all times be and remain the sole property of the Owner, who shall retain title, and shall be used by the Contractor only for purposes of the Work and for no other use or purpose without the Owner’s express prior written consent. To the extent any Documentation is not considered a “work made for hire” under copyright law, and for purposes of non-copyright Laws, Contractor agrees to transfer and automatically assign, and hereby does transfer and assign, to Owner the entire right title and interest in and to such Documentation.

Section 17.2 Confidential Information. Contractor will treat all information, materials and data that it receives from Owner or to which it has access from the Owner by virtue of this Agreement as confidential and proprietary to the Owner and/or to one or more Owner Contractors (hereinafter “Confidential Information”), unless and until it falls within one of the exceptions set forth below in this Section 17.2. The Contractor may not disclose, publish, release, transfer, nor otherwise make available Confidential Information in any form to, or for the use or benefit of, any Person without the Owner’s express prior written consent. Notwithstanding the above, Confidential Information will not be deemed to include information that the Contractor can demonstrate: (a) was developed by the Contractor without use of or access to the Owner’s or any Owner Contractors’ Confidential Information; (b) is or becomes generally publicly known (other than through disclosure by or any other act or omission of the Contractor); (c) was already known by the Contractor without any obligations of confidentiality other than pursuant to the preceding provisions of this Section 17.2. Contractor shall treat this Agreement and all matters addressed within it as private and confidential to the Owner. Contractor shall not publish any drawing, photograph, video or film, or directly or indirectly disclose any information relating to the Parties’ performance obligations or the Wind Park to the press, radio, television or other news media without the prior written consent of Owner.

ARTICLE 18
DISPUTE RESOLUTION

Section 18.1 Dispute Resolution. An authorized representative of a Party may submit a claim, dispute or other controversy arising out of, or relating to, this Agreement which such authorized representative of the applicable Party does not believe can be otherwise resolved by the Parties’ respective authorized representatives (hereinafter collectively referred to as a “Dispute”) to a Senior Officer from each Party for resolution by mutual agreement between the Senior Officers. Any written and signed agreed determination by the Senior Officers shall be final and binding upon the Parties. However, if the Senior Officers do not arrive at a mutual decision as to the Dispute within [REDACTED] days (or such longer time as the Parties agree) after notice to each Party of the Dispute, either Party may pursue any other available remedy at law or in equity. For purposes of this Agreement, the term “Senior Officer” means the chief executive officer, president or any vice president of a Party.

Section 18.2 Continuation of Work. Pending final resolution of any Dispute, Contractor shall proceed diligently with the performance of its duties and obligations under this Agreement, and Owner shall continue to make undisputed payments in accordance with such Agreement.

Section 18.3 Jurisdiction and Venue. Each of the Parties hereby agrees that any legal proceedings which may arise out of or relate to this Agreement or under any of the other documents entered into in connection therewith shall be brought in the United States District Court for the Eastern District of Michigan (and if such court does not have jurisdiction over a matter at controversy between the Parties, the state court located in Wayne County Michigan or any Federal Court sitting in Michigan). Accordingly, each of the Parties hereby submits to the jurisdiction of the United States District Court for the Eastern District of Michigan (and if such court does not have jurisdiction over a matter in controversy between the Parties, the state court located in Wayne County Michigan or and Federal Court sitting in Michigan) for purposes of all legal proceedings that may arise out of or relating to this Agreement or under any of the other documents entered into in connection therewith. Each of the Parties hereto (a) irrevocably waives, to the fullest extent permitted by applicable Law, any objection which it may have or hereafter have to the personal jurisdiction of such court or the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum, (b) agrees, to the fullest extent permitted by Federal law, not to raise any objection (other than in respect of subject matter jurisdiction) to the removal or transfer to the United States District Court for the Eastern District of Michigan of any such proceeding that is initially brought in any other court, and (c) agrees that it will not file any motion or assert any defense in any such proceeding that is inconsistent with the foregoing waivers and consent. Each of the Parties to this Agreement hereby consents to process being served in any such proceeding by the mailing of a copy thereof by certified mail, postage prepaid, to its address specified in Section 19.1 (as such address may be changed as provided therein). EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS ENTERED INTO IN CONNECTION HEREWITH.

ARTICLE 19 MISCELLANEOUS

Section 19.1 Notice. All notices which are required or desired to be given hereunder shall be in writing and shall be deemed given: (i) one Business Day after deposit with a nationally recognized overnight courier service marked for overnight delivery and with all fees prepaid, or (ii) two Business Days after deposit in the United States mail if sent registered or certified mail, return receipt requested, with all postage and other charges prepaid, or (iii) upon receipt of a telefax (or, if that is not on a Business Day, then on the immediately following Business Day), or (iv) upon the day of actual receipt (or refusal to accept actual delivery) if given or sent by any other means; and in any of such cases addressed and sent as follows:

If delivered to Owner:

DTE Electric Meade Wind Park
DTE-Aristeo EPC Execution Copy

If delivered to Contractor:

Either Party may change its above-set forth address or fax number for receipt of notices, or the above-set person to whose attention notices to it are to be addressed, by a written notice to the other Party given in accordance with this Section 19.1.

Section 19.2 Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Michigan excluding any conflict of laws rules thereof that may cause this Agreement to be governed by or construed in accordance with the law of a different jurisdiction.

Section 19.3 Independent Contractor. Contractor is an independent contractor and nothing contained herein shall be construed as constituting any relationship with Owner other than that of owner and independent contractor, nor shall it be construed as creating any relationship whatsoever including employer/employee, partners or joint venture parties between Owner and Contractor's employees.

Section 19.4 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.

Section 19.5 Assignment.

Contractor shall not assign or otherwise transfer, in whole or in part, by operation of law or otherwise, this Agreement or any of the Contractor's rights or obligations under this Agreement, without the prior written consent of Owner, which consent may be withheld in Owner's sole discretion.

Section 19.6 Incorporation by Reference. All Exhibits to this Agreement are incorporated by reference herein and made a part hereof for all purposes.

Section 19.7 Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and commitments with respect thereto. There are no other oral understandings, terms or conditions and neither Party has relied upon any representation, express or implied, not contained in this Agreement.

Section 19.8 Amendments. This Agreement may be modified or amended only by a written instrument signed by the Parties.

Section 19.9 Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the remaining provisions hereof shall remain in full force and effect.

Section 19.10 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 or exhibits hereto.

Section 19.11 Waiver of Breach. A delay or failure to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the other Party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement or any part hereof or the right of either Party thereafter to enforce each and every provisions in accordance with the terms of this Agreement.

Section 19.12 Survival. Termination or expiration of this Agreement shall not relieve either Party of any other obligation imposed under this Agreement which by its nature survives or is not fully performed upon termination hereof.

Section 19.13 Owner's Right to Audit. For purposes of disputes and for verification of incurred or estimated costs, including all related Direct Costs, claimed by Contractor for any Work performed on a time and material basis, any suspended, terminated, delayed or accelerated Work, or for any claim whatsoever for additional costs, to verify the Certified Michigan Labor, or to verify that taxes for which Contractor is responsible under this Agreement have not been included in any Contractor invoice and paid by Owner, Owner or its authorized representative shall have the right and free access at any reasonable time during normal business hours to examine, audit and copy all of Contractor's records and books related to all those costs and taxes as reasonably necessary to verify those costs and taxes, and Certified Michigan Labor. Contractor shall not destroy or dispose of any of such documents or records, or permit any Subcontractor to destroy or dispose of any such documents or records, for a period of three (3) years after Final Completion. Pending conclusion of those investigations, Owner shall not be obligated to pay Contractor any amounts that are in question and under investigation. At the conclusion of such investigation, Contractor shall promptly refund any amount for which it was paid and not entitled to under this Agreement.

Section 19.14 RESERVED

Section 19.15 RESERVED

Section 19.16 RESERVED

Section 19.17 Captions. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope of intent of this Agreement or the intent of any provision contained herein.

Section 19.18 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart may be executed by facsimile signature or any image of the signed Agreement transmitted by electronic mail (such as an unalterable pdf image file).

[Signatures on Next Page]

IN WITNESS WHEREOF, Contractor and Owner have caused this Agreement to be executed by their duly authorized representatives as of the date first above written,

CONTRACTOR

Aristeo Construction

By: 

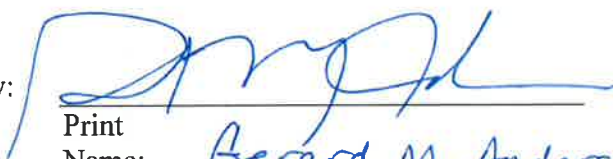
Print Name: William Litz

Title: VP/CO

Date: 11/4/14

OWNER

DTE ELECTRIC COMPANY

By: 

Print Name: Gerard M. Anderson

Title: Chairman & CEO

Date: 11-4-14

**CONTRACT
FOR THE SALE OF POWER GENERATION EQUIPMENT
AND RELATED SERVICES**

between

GENERAL ELECTRIC COMPANY

and

DTE ELECTRIC COMPANY

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**CONTRACT
FOR THE SALE OF POWER GENERATION EQUIPMENT
AND RELATED SERVICES**

THIS AGREEMENT is entered into as of the 30 day of July, 2014 (the "Contract Effective Date") by and between:

General Electric Company ("GE"), a corporation organized and existing under the laws of New York, acting through its GE Energy business, having offices at 1 River Road, Schenectady, New York 12345, (the "Seller"); and

DTE Electric Company ("DECo") a corporation organized and existing under the laws of Michigan with a principal place of business at One Energy Plaza, Detroit, Michigan 48226 (the "Buyer")

The Buyer and the Seller are referred to herein individually as a "Party" and collectively as the "Parties".

Recitals

WHEREAS GE is engaged in the business of manufacturing, delivering and commissioning the type of power generation equipment described in Attachment 1; and;

WHEREAS GE desires to sell and the Buyer desires to purchase the power generation equipment (the "Equipment") and related services (the "Services") described in Attachment 1, intended to be installed and performed at the site of Buyer's Meade wind park (the "Facility") to be constructed in Michigan;

NOW, THEREFORE, in consideration of the mutual promises stated herein, the Parties agree as follows:

Article 1. Commencement of Work

This Contract shall become effective on the Contract Effective Date; provided, however, that Seller shall not be required to commence Work until Seller receives the initial payment described in Attachment 3 and the Notice to Proceed has been issued.

Article 2. Scope of Supply

The Seller shall manufacture and ship the Equipment and shall perform the Services described in Attachment 1 and more fully described in Appendix B (together, the "Work"), in accordance with the schedule set forth in Attachment 2, and subject to the terms and conditions as set forth in this Contract.

Article 3. Price and Payment

In consideration of the supply of the Equipment and the performance of the Services, the Buyer will pay to the Seller the Contract Price as specified in Attachment 3. The Contract Price shall be adjusted as necessary to take account of Change Orders, additional work or other adjustments provided for in this Contract.

Article 4. Options

The Buyer shall have the right to exercise the option to purchase the additional Equipment or Services described in Attachment 1 (the "Options") within the times therein stated. If any Option is exercised, the Contract Price and the Payment Schedule will be adjusted as set forth in Attachment 3.

Article 5. Termination

[REDACTED]

Article 6. Limitations of Liability

The Seller's liability hereunder for all forms of liquidated damages and the Seller's overall aggregate liability hereunder for all damages shall be as set forth in Attachment 4 and in Appendix A.

Article 7. Governing Law; Disputes

This Contract shall be construed and interpreted according to the Law set forth in Attachment 4. Any dispute between the Parties in connection with this Contract shall be resolved in accordance with the procedures set forth in Attachment 4.

Article 8. Contract

The following documents shall comprise and shall together be referred to as the "Contract":

- (a) this document, together with the Attachments hereto;
- (b) Appendix A, Conditions of Contract and
- (c) Appendix B, Technical Specification (the "Technical Specification").

In the event of any conflict between the terms of the Contract, the provisions of the document first listed above shall prevail.

All capitalized terms not otherwise defined herein shall have the meanings given to them in the Appendix A Section 3 Definitions.

Article 9. Entire Agreement

This Contract represents the entire agreement between the Parties and supersedes in its entirety all prior agreements concerning the subject matter hereof, and no modification, amendment, revision, waiver, or other change shall be binding on either Party unless consented to in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not contained or referenced herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Parties have caused this document to be executed by their authorized representatives on the date first above written.

Seller

Buyer

GENERAL ELECTRIC COMPANY

DTE ELECTRIC COMPANY

By:



(Signature)

D. Dylan REEVES

(Printed Name)

Commercial Leader, Americas

(Title)

7-30-14

(Date)

By:



(Signature)

Gerard M. Anderson

(Printed Name)

Chairman & CEO

(Title)

7-30-14

(Date)

[Signature page – Contract for the Sale of Power Generation Equipment and Related Services]

Attachment 1

Scope of Supply and Options

Section 1 A Scope of Supply

General Description. The Equipment includes ■ model 1.7-100 wind turbines, each (as more fully defined in the Technical Specification) a "Unit". These Units are slated for Buyer's Meade wind park (the "Project").

The Seller may update the Technical Specification to reflect product optimization of the Units up to 210 days before the first Guaranteed Major Component Delivery Date. Product optimizations will not materially affect the Equipment, the IEC certification, or any offered performance guarantees.

The Units shall not be installed outside of the continental United States of America or Canada and may not be suitable for installation in certain locations within the continental United States. The Buyer acknowledges that the Seller's Mechanical Load Analysis and review is for reference only, and that the Seller does not have the obligation to confirm the suitability of the Units for installation and operation on any proposed Site.

Customer interfaces. The Seller has the obligation to notify the Buyer of any changes in Seller's Equipment connections interfaces with Buyer's scope of supply by eight (8) months prior to the first Guaranteed Major Component Delivery Date and to provide all required technical documentation.

Imported Equipment, Materials and Local Equipment. The Unit will be made up of both Imported Equipment and Local Equipment.

**TABLE 1: SCOPE OF SUPPLY, 1.7MW Turbine
ESS: Turbine Output: 60 Hz, 690 V**

Item	Item Price	Quantity	Total Price	
Wind Turbine Generator (1.7-100) ¹ <ul style="list-style-type: none"> • Nacelle and Hub² • Tower³ • Blade Set • Down Tower Assembly • Parts Shipped Loose Kit 		■		
Cold Weather Extreme		Per Turbine		
Standard Tower Corrosion Protection (ISO-12944; C2/C3)		Per Turbine		
GE Climb Assist system with the Type II adjustable torque motor/drive unit and control box, permanently installed in each turbine. ¹⁹		Per Project Plus Per Turbine		
WindRIDE-THRU ⁵		Per Turbine		
Enhanced Reactive Power Capability ⁸		Per Turbine		
WindSCADA Plus – 2007. ¹⁸		Per Substation Plus Per Turbine		
WindCONTROL ⁹ (Assuming 1 Substation) <u>Features:</u> Dynamic VAR Control ¹⁰ Power Curtailment Ramp Rate Control		Per Substation Plus Per Turbine Per Substation Per Substation Per Substation		
Transportation to the Delivery Point		Per Turbine		

Project Support Services ⁶	Included	Per Turbine	Included
Special Installation Tools <ul style="list-style-type: none"> • Blade Edge Protector Set • Pitch Control Device • Down Tower Equipment (DTE) Alignment Template 		One per Heavy Lift Crane One per Heavy Lift Crane One per Project	
Shipping Fixtures Usage		1 Set of Fixtures per Turbine	
Site Specific Mechanical Loads Analysis ⁴		Per Project	
Low Noise Trailing Edge (LNTE) for each turbine blade		Per Turbine	
GE Bently Condition Based Monitoring System (CMS) for 1.x series turbines with 2 year Remote Monitoring and Diagnostics (RM&D) and SCADA Data Anomaly Detection Services (SDA) ¹⁴		Per Facility Per Turbine	
Recommended Spare Parts ¹⁸		Per Site	
Parts Discount ¹⁹		Included	
Total Base Equipment Price			

In the event the Buyer fails to confirm or amend the Scope of Supply within the timeframe specified in Section SC 1-1(c) or in Table 1 or Table 2 below, the Scope of Supply for the Project shall be as identified in Table 1 (the "Scope of Supply").

TABLE 2: SCHEDULE OF ADDITIONAL OPTIONS

Item	Item Price	Quantity	Total Price
WindINERTIA™		Per Turbine	■ days prior to first Scheduled Major Component Shipment Date
WindFREE™ Reactive Power		Per Turbine	■ days prior to first Scheduled Major Component Shipment Date
Enhanced Tower Coating Corrosion Protection (ISO-12944; C4/C5)		Per Turbine	■ days prior to first Scheduled Major Component Shipment Date
Standard Weather		Per Turbine	■ days prior to first Scheduled Major Component Shipment Date
WindCONTROL® Optional Features: <ul style="list-style-type: none"> • Line Drop Compensation • Segmented Curtailment • Capacitor/Reactor Bank Control • Frequency Droop Control • Voltage Droop Control 		Per Substation Per Substation Per Substation Per Substation Per Substation	■ days prior to first Scheduled Major Component Shipment Date
WindSCADA Standard11		Per Substation plus per Turbine	■ days prior to first Scheduled Major Component Shipment Date

WindSCADA interface – GE approved, customer supplied metmast datalogger		Per Package	█ days prior to first Scheduled Major Component Shipment Date
External Interface Package (For WindSCADA Standard Only. Included with WindSCADA Plus)17,20		Per Turbine	█ days prior to first Scheduled Major Component Shipment Date
OPC – DA Server13		Per Turbine	█ days prior to first Scheduled Major Component Shipment Date
Additional Modbus Interface(s) (Purchase of WindSCADA Plus required)		Per Interface	█ days prior to first Scheduled Major Component Shipment Date
GPS Time Sync server (Not applicable on WindSCADA Compact. For WindSCADA Standard only. Included in Plus)		Per Site	█ days prior to first Scheduled Major Component Shipment Date

Table Footnotes (additional detail provided in the Technical Specification):

1. Summary specifications
 - If applicable, GE Wind Turbine Generators can only be connected and operated on North American distribution voltage level systems provided that mechanisms are in place and permanently maintained in operation to avoid islanded operation, or in case islanding cannot be prevented, such operation does not expose connected loads to adverse conditions such as over voltages. Islanding refers to an operating condition where the distributed generator (wind farm in this case) along with some loads are electrically separated from the main utility grid. The Buyer shall be responsible to characterize the distribution system and ensure appropriate interconnection of the Units with the distribution system
2. GE monogram on nacelle not included.
3. Seller Scope of Supply does not include foundation, anchor bolt templates, anchor bolts, rigging equipment, or lifting beam.
4. The Seller shall conduct one “Mechanical Loads Analysis” based on the Buyer provided data. The Site-specific Mechanical Loads Analysis shall be for the one specified project location where the Units will be installed. The Seller’s review shall be for reference only. It shall include:

- Predicted fatigue loading
 - Predicted extreme loading if one or several of the following factors at the site exceed the IEC certification (maximum 10-minute 50 year gust, maximum flow angle, maximum vertical wind shear, and maximum air density)
5. Zero-Voltage Ride-thru
 6. Project Support Services include:
 - Technical advisory support at the project site during Startup and Commissioning
 - Site receiving supervision for the Seller's Scope of Supply
 - Supervision of use of specialized installation tools
 - Commissioning of Turbines, WindSCADA, and WindCONTROL[®], if applicable
 - Two full sets of operations and maintenance manuals on CD

Should any of the following assumed parameters change, the Startup and Commissioning price will be adjusted accordingly.

 - Wind farm projects size of 30 Units total or greater.
 - A Mechanical Completion rate equal to or greater than that specified in Attachment 2.
 7. For warranty and remote monitoring purposes, purchase of WindSCADA is required. WindSCADA Plus – 200 and 500 support wind farms of maximum 200 units and 500 units respectively.
 8. Static power factor setting +/- 0.90 at 1.0 pu voltage and full power at the wind turbine generator terminals.
 9. This option price includes WindCONTROL hardware only, without software options. Supports up to 400 Units.
 10. Dynamic VAR Control can be operated in voltage mode or power factor mode.
 11. For warranty and remote monitoring purposes, purchase of WindSCADA is required. WindSCADA Standard supports a windfarm of maximum 200 Units.
 12. For warranty and remote monitoring purposes, purchase of WindSCADA is required. WindSCADA Compact supports a maximum wind farm size of 50MW.
 13. Included with WindSCADA Plus – 200 and 500, optional for WindSCADA Standard and Compact.
 14. Condition Monitoring System ("CMS") includes the following scope:
 - CMS equipment including site CMS server and installation for monitoring gearbox, main bearing, and generator
 - 2yr CMS remote monitoring and diagnostics services with 24hr SCADA monitoring of CMS alarms, or with GE O&M, services for duration of O&M contract

- 2yr SDA remote monitoring and diagnostics services with monitoring of SDA alarms, or with GE O&M, services for duration of O&M contract
- 2yr patch fixes and original feature-associated software upgrades
- 2yr warranty on CMS parts and labor – with GE O&M labor is included for term of O&M agreement
- Lifetime CMS software license with access to site-server stored CMS data
- CMS alarm reports with recommended course of action
- 8:00 AM–5:00 PM EST access to RM&D technicians for questions related to alarm reports
- Includes one 1.5 hour web-based hardware and software introductory training

15. Buyer to indicate the number of turbines that will be equipped with a mounting bracket.

16. In cases where a baseline layout is provided by the customer, if the WindLAYOUTSM analysis does not improve the AEP estimate by a minimum of 1%, the price of WindLAYOUTSM will not be charged to the Buyer.

17. Pre-commissioning services provided by Seller include additional labor resources to perform said services, along with technical support to assist Buyer with the engineering and procurement of necessary equipment, such as portable generators.

18. As part of the Contract Price (and for no additional charge), Seller shall provide and Deliver to Buyer, the Recommended Spare Parts set forth in Attachment 5 of this Contract.

19. [REDACTED]

**Attachment 2
Schedule**

Guaranteed Major Component Delivery Dates for Project

Number(s) of Complete Units ¹	Delivery Term	Delivery Point	Guaranteed Major Component Delivery Dates week ending*
[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]

Applicable Notes:

* [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1. A Complete Unit is defined as Delivery of all Major Components for that Unit.
2. The Last Major Component Delivery Date for a given Unit shall be used as the basis for assessing delay liquidated damages pursuant to the Special Condition entitled "Delays in Delivery or Turbine Completion". For clarification, the Last Major Component Delivery Date shall be determined on a per Unit basis and refers to the last day of the work week (Friday) for each week stated in the delivery tables set forth in Attachment 2.

3. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. [REDACTED]

[REDACTED]



Mechanical Completion Schedule

Mechanical Completion Rate by Buyer (Units/Week)	
Minimum [redacted] Units per week	Maximum [redacted] Units per week

A Change Order is required if the Buyer causes Mechanical Completion to be achieved at a rate different than the rate specified in this Attachment 2.

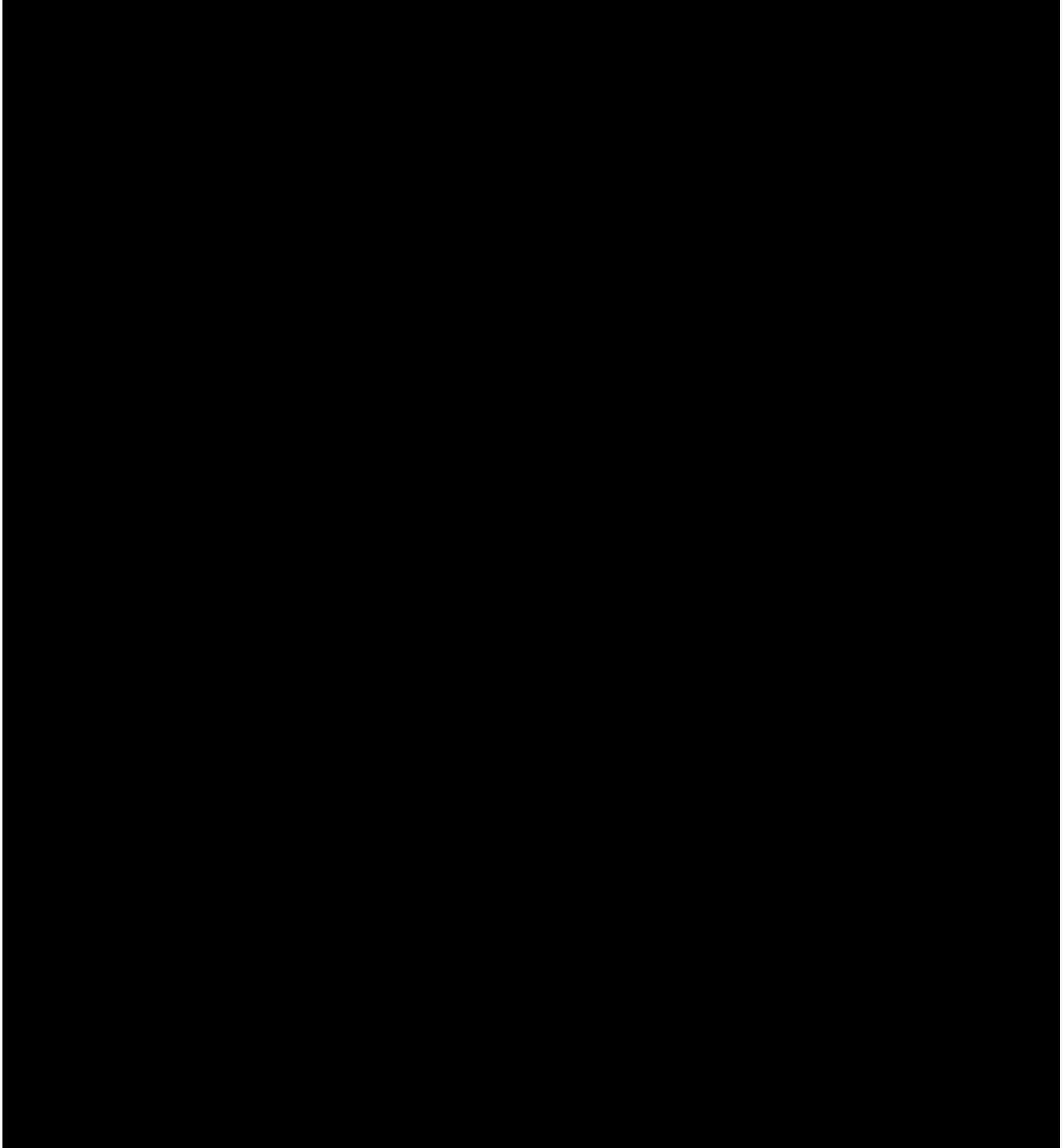
Site Data Requirements

Item	Required Date to be Provided to Seller
Fully Completed Wind Farm Form (as included in the Technical Specification)	15 days after Contract Effective Date
Customer Project Data Collection Form (as included in the Technical Specification) – Tab1	261 days prior to first Guaranteed Major Component Delivery Date
Customer Project Data Collection Form (as included in the Technical Specification) – Tab2	231 days prior to first Guaranteed Major Component Delivery Date
Customer Project Data Collection Form (as included in the Technical Specification) – Tab3	181 days prior to first Guaranteed Major Component Delivery Date
Select Nominated Turbines and reference wind speed distribution	141 days prior to first Guaranteed Major Component Delivery Date

The Buyer is responsible for submitting the requested information by the dates specified. Modifications to the Scope of Supply in Attachment 1 may be required or recommended once the above Site data requirements become known. Such modifications to the Scope of Supply will be handled in accordance with the General Condition entitled “Changes”. If Buyer does not supply the data by the required date or if the data changes in a manner that would materially impact Delivery after the date it is required to be provided to Seller, then the Buyer will be responsible for paying the cost of any additional work necessary in order to achieve Delivery by the Guaranteed Major Component Delivery Date or Delivery may be delayed only as reasonably necessary to accommodate such change or additional work.

**Appendix A of Attachment 2
TRANSPORTATION SUPPLEMENT**

Transportation Terms:





Attachment 3
Price, Payments and Termination Charges

Section 3 A Price

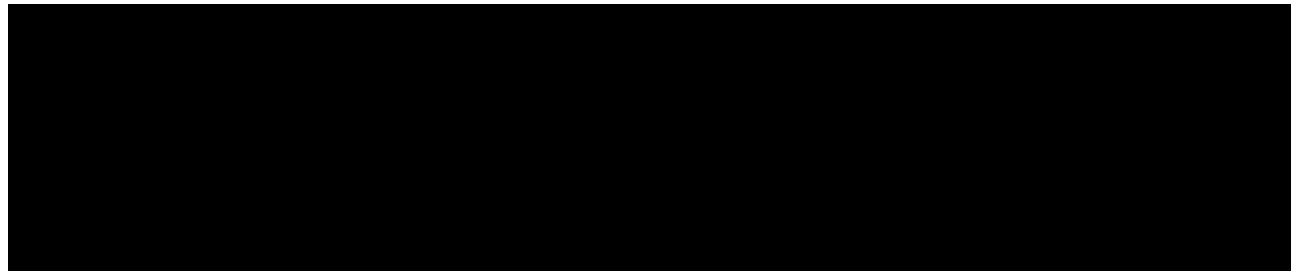
In consideration of the supply of the Equipment, Materials and/or the performance of the Services under this Contract, the Buyer will pay to the Seller the Total Contract Price:

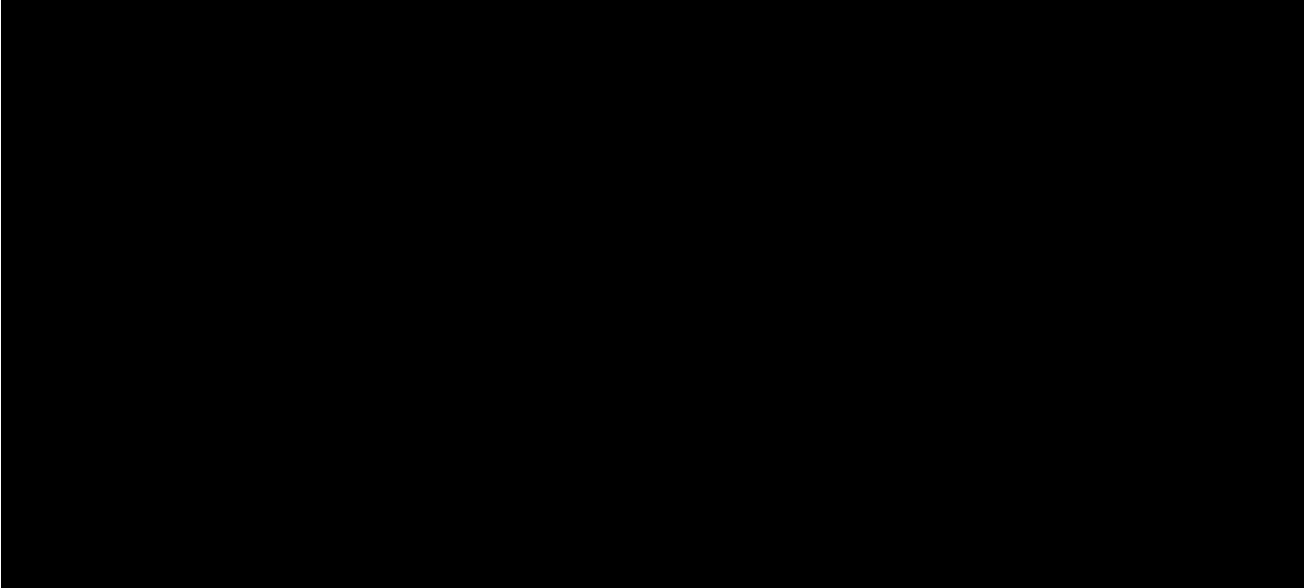
Base Unit Price	██████████
Options Price	██████████
Total Contract Price	██████████

(together with any payments which may become due to the Seller under Related Contracts, the "Contract Price"). The Contract Price shall be adjusted as provided in Attachment 1, and shall be further adjusted as necessary to take account of Change Orders, additional Work or other adjustments provided for in this Contract. The currency in which the Contract Price is stated shall be the "Contract Currency".

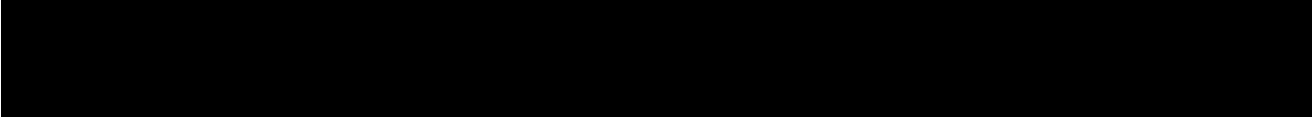
Section 3 B Payment Schedule

Payments shall be made via Automated Clearing House (ACH) electronic check as set forth in the payment schedule below, without offset of any kind. ACH instructions shall be provided on each invoice. Late payments shall be subject to an interest charge equal to two percent in excess of the prime rate as published by the Wall Street Journal at that time, compounded on an annual basis.

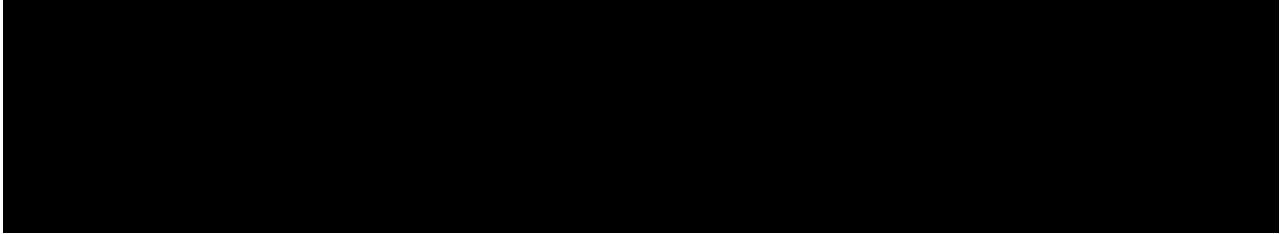




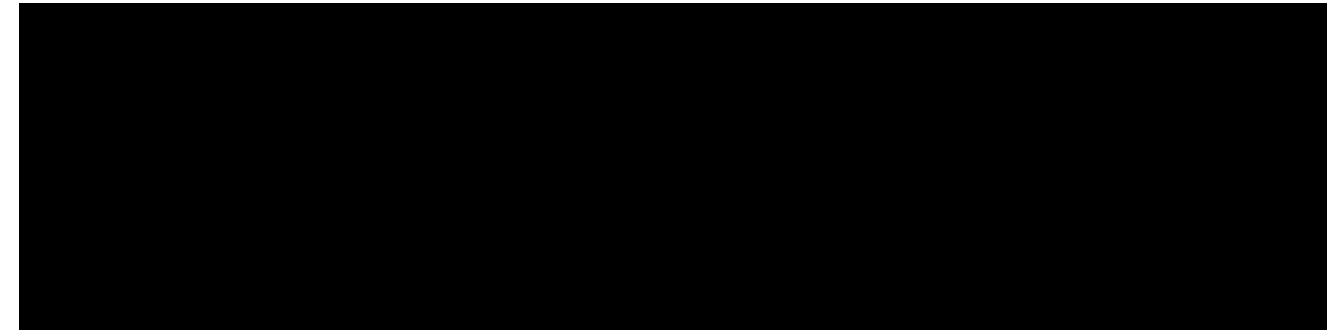
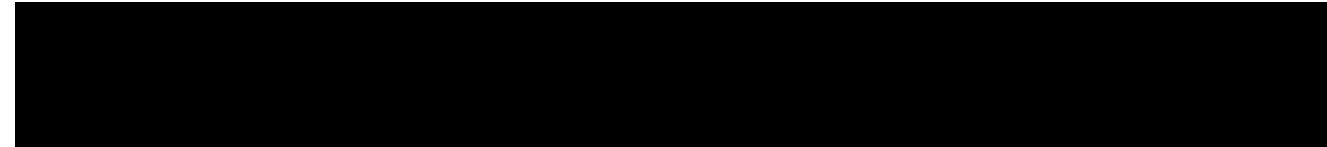
Section 3 C Passage of Title



Title to Services shall pass from the Seller to the Buyer as performed.

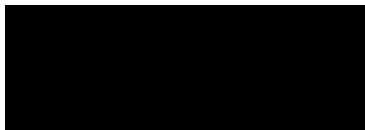


Section 3 D Termination Schedule



Section 3 E Buyer Contact Information for Invoicing

Buyer Contact Name:



Buyer Contact e-Mail Address:



Buyer Telephone Number:



Buyer Street Address:



Section 3F Liens

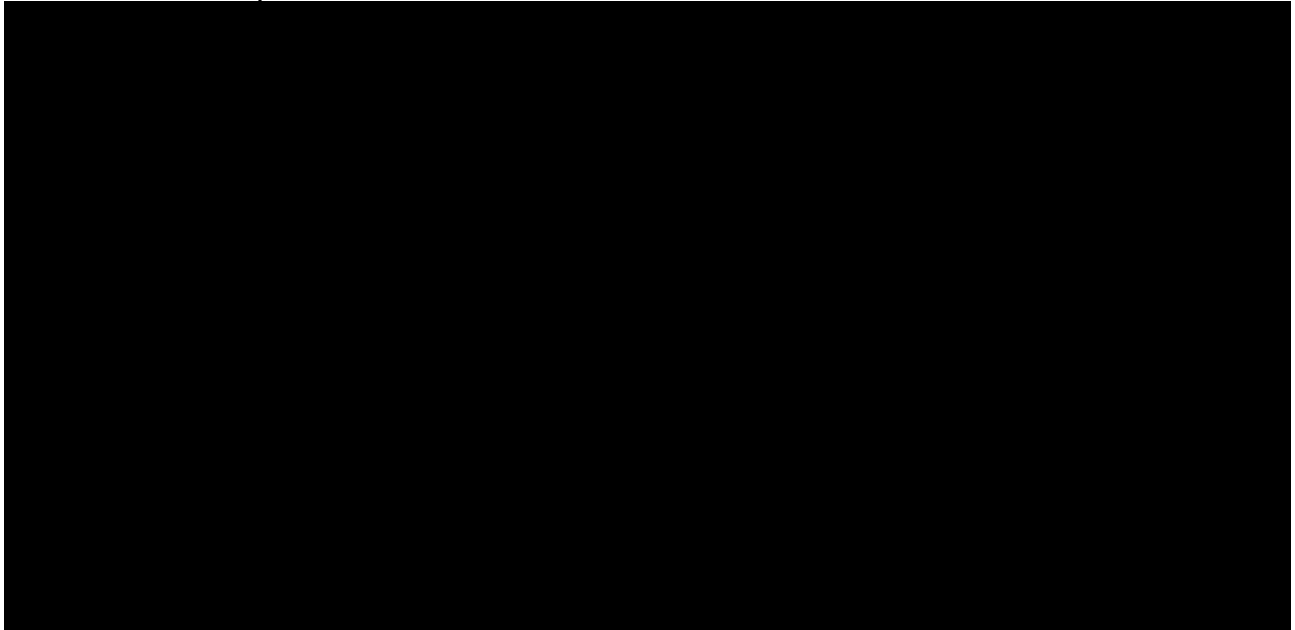
Upon receipt of the respective payment due upon Final Project Acceptance, Seller shall warrant that the Units will be free from Liens caused by Seller or its Subcontractors. Seller shall promptly, but in no event more than fifteen (15) days after becoming aware of the existence thereof, pay or discharge, and discharge of record, any Lien for labor, materials, supplies or other charges which, if unpaid, might be or become a Lien upon the Project, or the Units, or any part thereof. Upon learning of a Lien on any of the Facilities, Seller may obtain a bond or security for such Lien on terms and conditions reasonably acceptable to Buyer.

Attachment 4
Governing Law, Disputes and Limitations of Liability

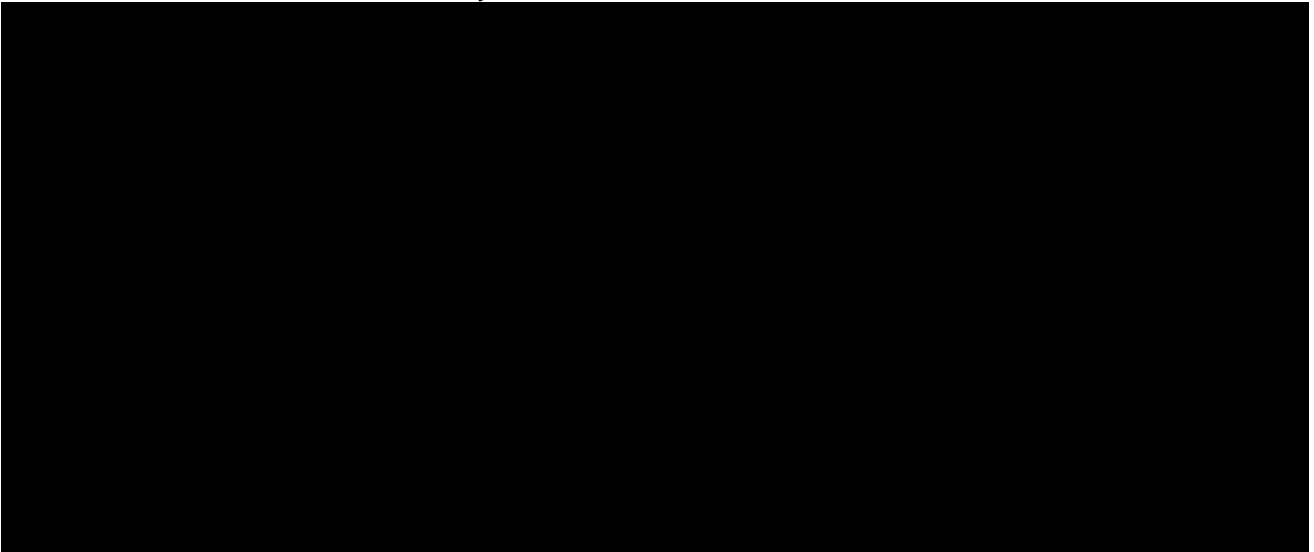
Section 4 A Governing Law; Disputes

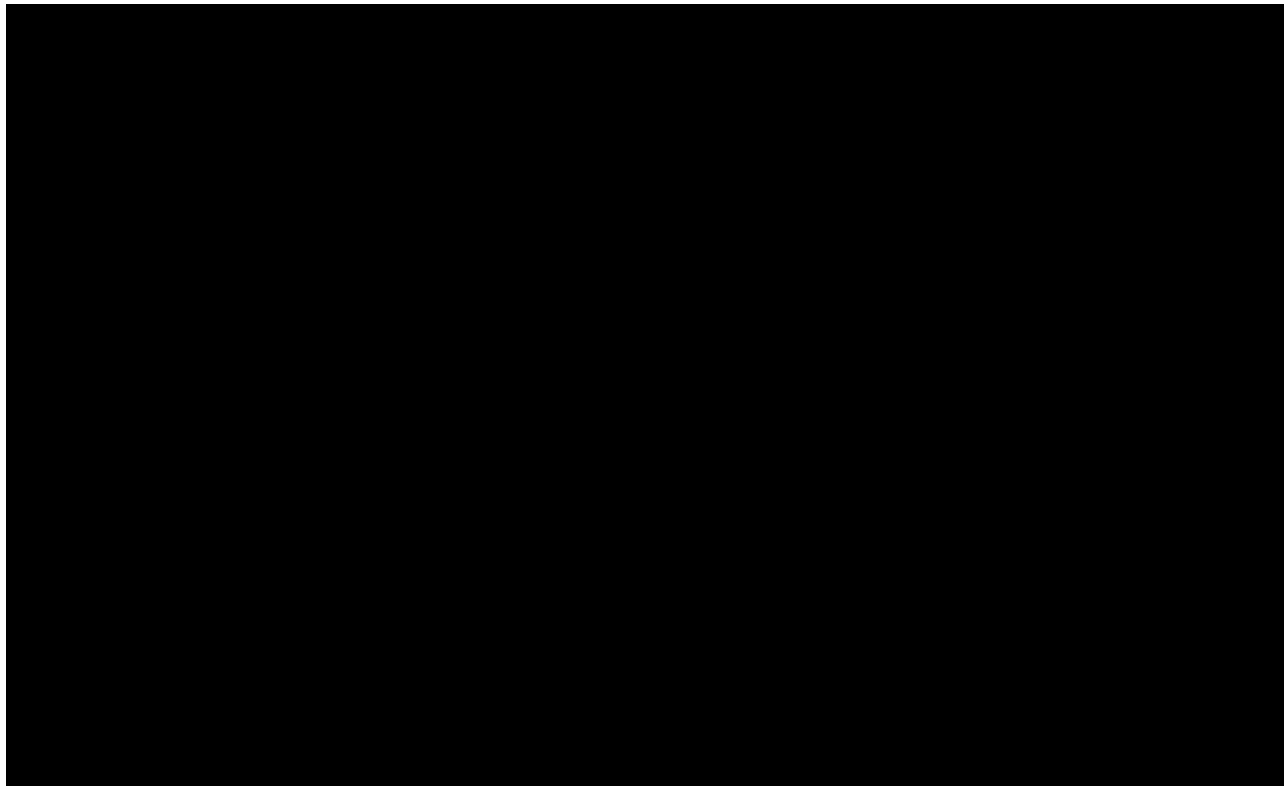
This Contract shall be construed and interpreted in accordance with the laws of the State of Michigan, excluding their conflict of law rules, provided that any provision of such law invalidating any provision of this Contract or modifying the intent of the Parties as expressed in the terms of this Contract shall not apply.

Section 4 B Dispute Resolution



Section 4 C Limitation of Liability



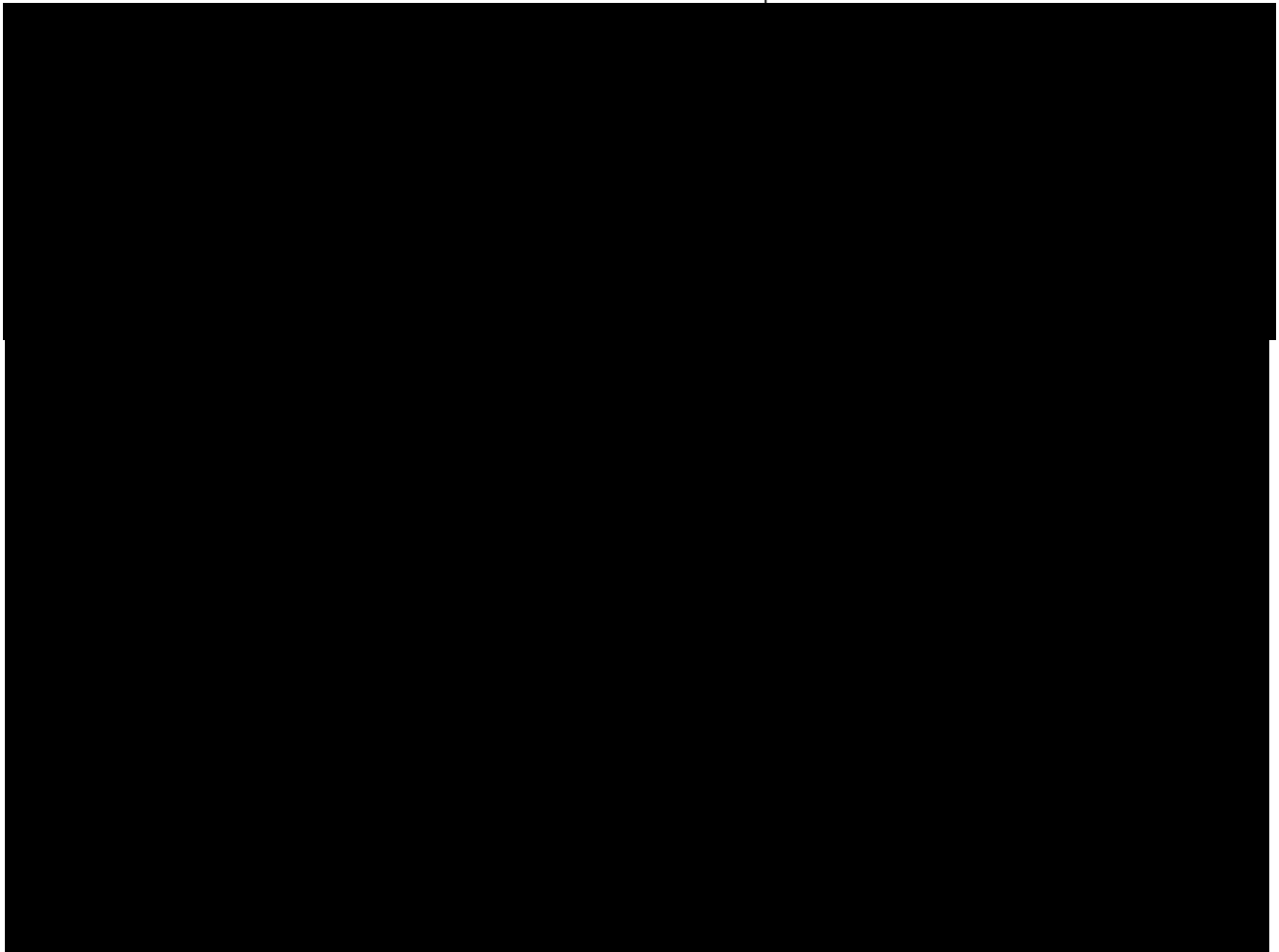


**APPENDIX A
SECTION 1
SPECIAL CONDITIONS**

**FOR SUPPLY OF WIND TURBINE GENERATORS
WITH STARTUP AND COMMISSIONING SERVICES**

SC 1-1 Definition of the Equipment

(a) Scope of Supply. Subject only to the terms of these Special Conditions and of the General Condition entitled "Changes", the Seller agrees to furnish and the Buyer agrees to buy the Equipment and Services as described in Attachment 1 and the Technical Specification.



SC 1-2 Project Management

[REDACTED]

(b) Project Technical Documentation. Project technical documents including drawings, specifications, reports and project technical communications shall be issued in English. Requests by the Buyer for translations shall be subject to the General Condition entitled "Changes". Any data required to be furnished under this Contract shall be deemed to have been received when communicated in writing in accordance with the protocols established in the Technical Specification.

(c) Seller Personnel. No later than fifteen (15) days prior to Delivery of the first Unit, the Seller shall provide to Buyer a list of personnel (the "Site Personnel List") that it expects to use to perform the Work on the Site and that the Seller expects to be on the Site for more than one (1) day. The Seller shall provide the Buyer updates to the Site Personnel List as necessary and as reasonably practical, which updates shall become effective one (1) day after receipt by Buyer. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

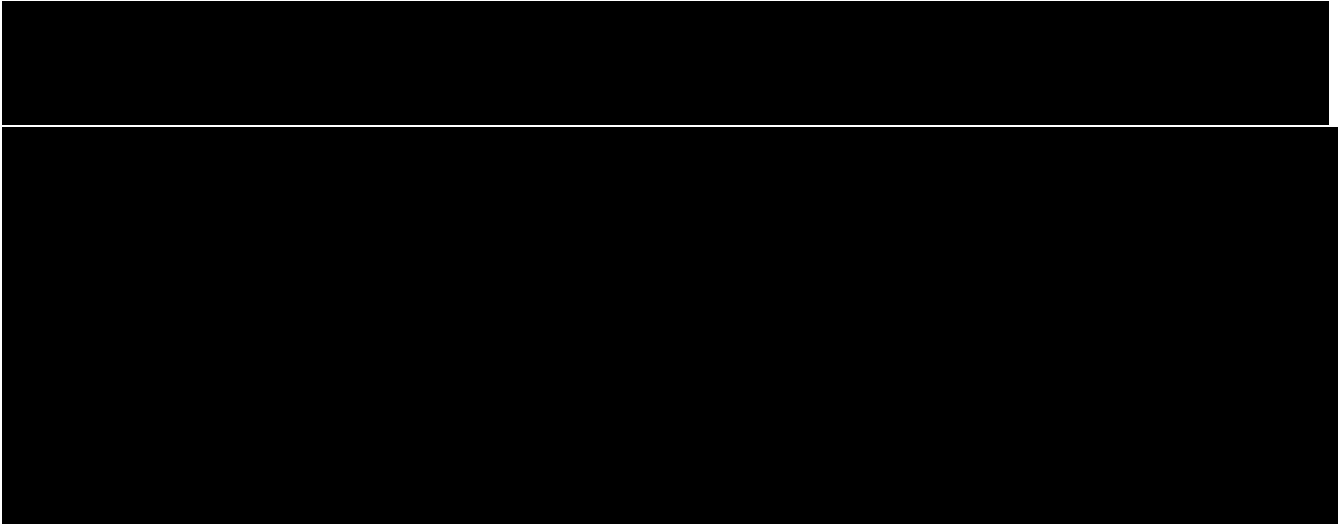
(d) Requirements. Seller shall perform the Work and all of its obligations hereunder in compliance with the Technical Specifications, Prudent Wind Industry Practice, other requirements of this Agreement, applicable Law, and all permits (collectively, the "Requirements"). If the standards of performance derived from the Requirements are inconsistent, Seller shall perform its obligations in accordance with the most stringent rule, standard, criteria or guideline.

(e) Timely Response. Seller shall respond to all reasonable requests for information from Buyer during the term of this Contract promptly, but in no event more than five (5) days following any such requests.

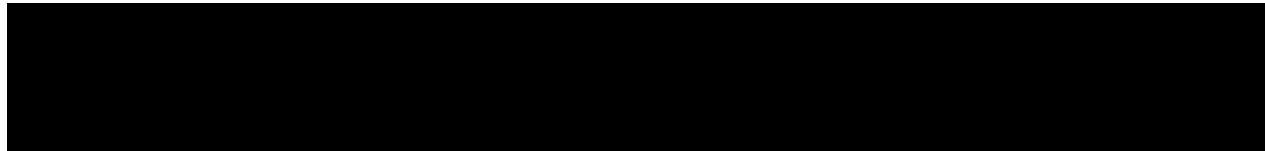
SC 1-3 Schedule Assumptions, Conditions, Shipment and Delivery

(a) Schedule Assumptions. The schedule in Attachment 2 is based upon the following assumptions: (i) that the Seller will be provided unimpeded access to the Site no later than six (6) months prior to the first Guaranteed Major Component Delivery Date; (ii) that there are no unusual or undisclosed geological or archeological considerations, nor the need for demolition, or relocation of any existing facility; (iii) that there is no restriction on work hours, except as set forth in the Buyer HSSE Requirements; and (iv) performance tests (if any) will be conducted during the Warranty Period.

[REDACTED]



(d) *Shipping Fixtures.* All Shipping Fixtures provided by the Seller must be made available for pickup at the Delivery Point within fourteen (14) days after Delivery. The Buyer shall notify the Seller in writing that the Shipping Fixtures are ready for pickup and the Seller shall provide for transportation. If the Buyer fails to make the Shipping Fixtures available for pickup within this time frame, then the Buyer shall pay the Seller a rental fee in the amount of [REDACTED] per fixture per day. The Buyer is responsible for all preparation for transport, including packaging, pursuant to the Seller's specifications and loading onto transport vehicles. [REDACTED]



SC 1-4 Mechanical Completion and Turbine Completion

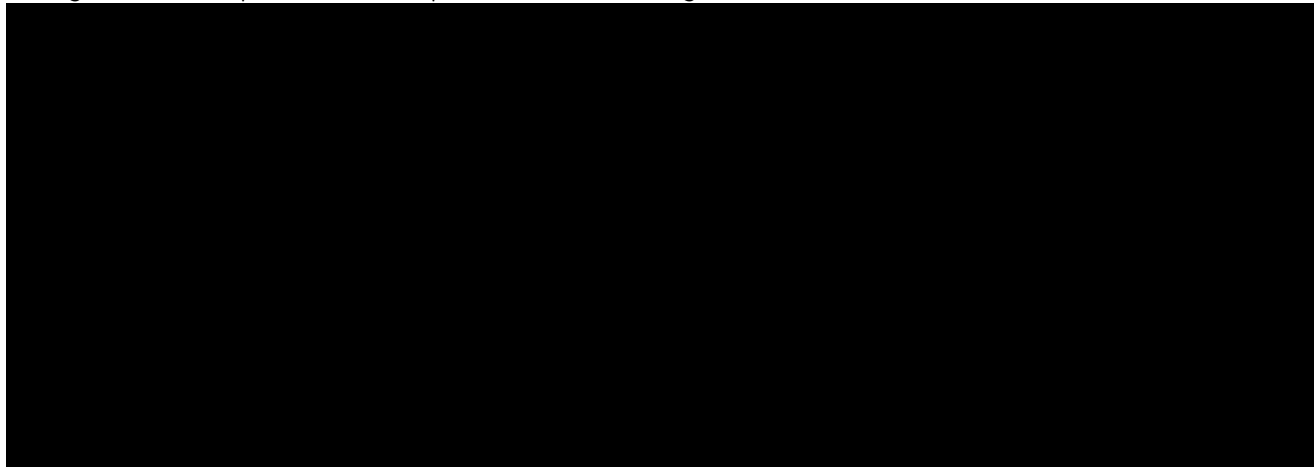
(a) *Mechanical Completion.* After arrival at the Site, the Buyer shall install and erect each Unit in accordance with the Technical Specification, such that each Unit achieves Mechanical Completion according to Attachment 2, Schedule. "Mechanical Completion" shall mean, with respect to each Unit, that: (i) the Unit has been installed in accordance with the Technical Specification; (ii) backfeed power and grid connection for each Unit has been provided, (iii) a complete fiber optic network connection for each Unit compliant with the minimum SCADA requirements established by the Seller has been provided to include remote access to the SCADA/WFMS, (iv) the Unit is ready for initial operation in a safe manner, and (v) the Buyer has notified the Seller and the Seller has confirmed in writing that Mechanical Completion of that Unit has occurred.

(b) *Turbine Pre-Commissioning.* If the requirements for Mechanical Completion of a Unit have been completed except for connection to the utility's electricity distribution system, then, if requested by Buyer, Seller shall 1) provide technical direction and requirements to assist Buyer with the

engineering and procurement of equipment necessary for pre-commissioning with respect to such Unit, utilizing portable generators provided by Buyer at Buyer's sole cost and expense and 2) pre-commission such Unit using portable generators. For Units pre-commissioned, Seller shall be entitled to a Change Order per Table 2 Schedule of Options. In the event a Unit is over thirty (30) days later than its Guaranteed Delivery Date, Seller shall provide pre-commissioning services for such unit at no cost to Buyer. With regards to pre-commissioning schedule, Seller commits to providing sufficient commissioning resources to support the current Mechanical Completion rate up to 15 Units per week.

(c) Turbine Completion. When the Buyer notifies the Seller that a Unit has achieved Mechanical Completion, the Seller shall perform Startup and Commissioning for such Unit in accordance with the Technical Specifications. "Turbine Completion" shall mean, with respect to each Unit, that the Seller has completed Startup and Commissioning activities. The Seller shall notify the Buyer promptly in writing once a Unit has achieved Turbine Completion.

(d) Deemed Turbine Completion. For purposes of payment and liquidated damages as specified in this Contract, a Unit will be deemed to have achieved Turbine Completion: (i) on the date when it would otherwise have been capable of safely generating electric power but for lack of suitable wind or the failure of the Buyer or any third party to fulfill any prerequisite obligations, or (ii) on the date that the Buyer operates or directs the operation of such Unit for commercial purposes prior to the date of Turbine Completion, deemed Turbine Completion shall not, however, relieve the Seller of obligation to complete the Startup and Commissioning of a Unit.



(f) Final Project Acceptance. "Final Project Acceptance" shall mean that (i) Turbine Completion for all Units has been achieved, (ii) Seller has completed all Punch List Items; (iii) Seller has removed all of its and its Subcontractors' equipment and tools from the Site; (iv) Seller has completed the Project Reliability Test; and (v) Seller has notified Buyer in writing and Buyer has confirmed in writing that Final Project Acceptance has occurred.

SC 1-5 Buyer's Obligations

(a) Site Data. The Buyer shall provide to the Seller by the date set forth in Attachment 2, such Site data as may be reasonably required by the Seller for the performance of its obligations hereunder. This shall include but is not limited to, a Site survey and Site layout drawings showing locations of each Unit, access roads, underground utilities, electrical substations, right of way, operations and maintenance facilities, and meteorological monitoring towers. Notwithstanding the foregoing, Buyer

may perform micro-siting activities at the Site that result in a Site layout that differs from the Site layout drawings previously provided; provided that the new layout and loads resulting therefrom do not exceed the design requirements and the load specification set forth in the Technical Specifications, or such layout is otherwise approved in writing by Seller, such approval not to be unreasonably withheld or delayed.

(b) Buyer's Representative. The Buyer shall designate in writing, a Buyer's Representative to act on its behalf with whom the Seller's technical support personnel may consult at all reasonable times and whose requests, decisions and instructions shall be binding upon the Buyer as to all matters pertaining to this Contract.

(c) Support Personnel. The Buyer shall provide qualified personnel in sufficient number to perform all lock-out-tag-out (LOTO), switching, high voltage, startup and testing activities including the installation and support of the Startup and Commissioning phases of the Work. Should unionized labor be required to assist in the performance of each Project's Startup and Commissioning services, the Buyer shall be responsible for supplying such unionized labor at its own cost.

(d) Unimpeded Access. The Buyer shall ensure that: (i) the Seller will have unimpeded access to all Site work areas, cranes and similar equipment; (ii) the Seller may change turbine control settings as necessary during the performance of its Startup, Warranty and Commissioning activities provided that it promptly provide notice to Buyer of same and appropriately documents any such changes; and (iii) a copy of the control log is available to the Seller during any period to which the Seller is entitled unimpeded access.

(e) Truck Staging Area and Lay-down / Storage Area. Prior to the arrival of any Major Components at the Site the Buyer shall provide a secure truck staging area and a secure lay-down / storage area to protect, manage, and control delivered inventory. The truck staging area shall be able to accommodate up to two times the maximum scheduled daily rate of deliveries.

(f) Roads Design and Loads. The Buyer shall provide an access road to the Site from the public roads, and roads and crane pads within the Site in accordance with the Technical Specifications prior to scheduled Shipment of the Major Components.

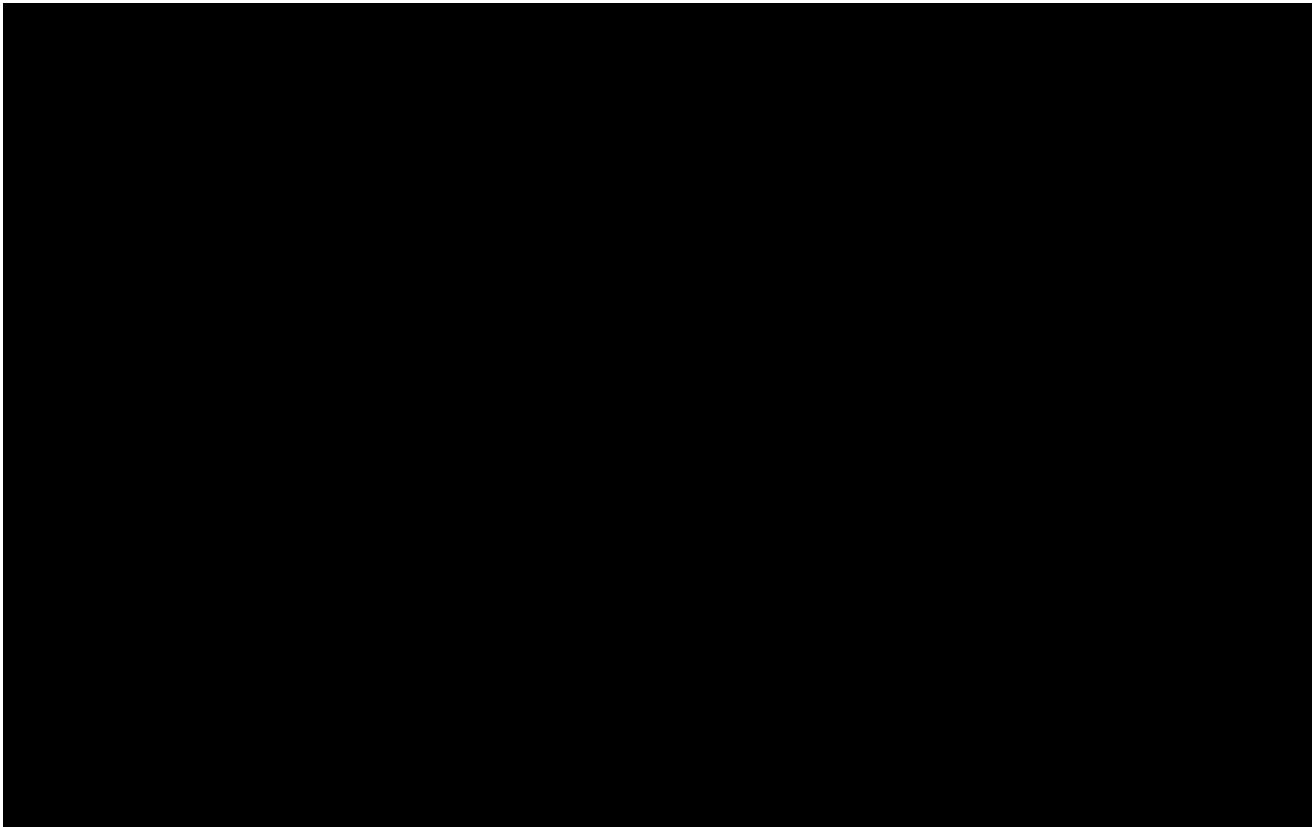
(g) Foundations. The Buyer shall design and construct the foundations in accordance with the Technical Specification, the standard load documents and foundation bolt drawing provided by the Seller and shall provide the Seller written notice that the foundation strength meets or exceeds the Technical Specification prior to the installation of a Unit.

(h) Backfeed Power and Grid Availability. The Buyer shall arrange with the relevant utilities to provide continuous power and to continuously accept power generated by the Units prior to Mechanical Completion.

(i) Remote Connectivity/Electronic Communication. Throughout the term of this Contract (including the Warranty Period) the Buyer shall provide and maintain a dedicated connection to the Site for the SCADA system, in accordance with the Technical Specification.

(j) Fiber-Optic Cables. The Buyer shall provide a complete fiber optic network in compliance with the minimum SCADA requirements established in the Technical Specification.

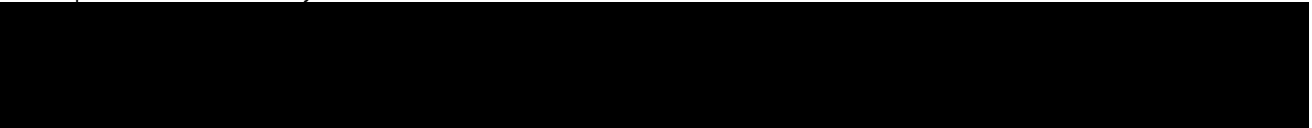
(k) Installation Consumables. The Buyer shall provide all installation consumables including but not limited to cable ties, cable wrap, splices, wire nuts, lubricants and greases (except for first fill), and related items.



(m) Site Accommodations (for sites up to 120 WTGs). The Buyer shall provide the following on the Site for the Seller's personnel and equipment (or on such other site for the Seller's personnel and equipment as may be agreed upon in writing by Buyer and Seller): a level area for one (1) personnel trailer 24 feet wide x 60 feet long; space for two (2) storage containers 40 feet long x 10 feet tall x 10 feet wide; a parking area for up to twenty (20) pickup trucks; space for two (2) portable restrooms; 220 and 110 volt AC power including making the connections to the Seller's trailer; and five (5) outgoing telephone lines including making the connection to the Seller's trailer.

SC 1-6 Site Conditions

(a) Site Conditions Generally. The Seller shall be entitled to assume that any Site data furnished by the Buyer is accurate and complete. The Seller shall promptly notify the Buyer of (i) any conditions at any of the Sites which materially differ from those indicated in the information furnished by the Buyer, (ii) any previously unknown physical conditions at any of the Sites of an unusual nature, not revealed by previous investigations and differing from those ordinarily encountered in the type of Work provided for in this Contract, and (iii) the presence of any toxic substances, hazardous substances or hazardous wastes (as such terms may be defined in any statute or ordinance or regulations issued there under) or archaeological remains. If such conditions cause an increase in the Seller's cost or in the time required for the performance of any part of the Work, the Seller shall be entitled to an adjustment in the Contract Price to account for such actual increased costs, a change in the Delivery Point if necessary, and/or to an extension in the time for Delivery or Turbine Completion, if necessary.



SC 1-7 Environment, Health and Security

(a) Personnel Safety. The Seller may, from time to time, conduct safety audits to ensure the existence of safe Site and working conditions and make recommendations to the Buyer concerning them. Whether or not the Seller conducts safety audits or makes recommendations, the Buyer shall remain responsible for providing a safe work environment that complies with all applicable legal requirements. If available, the Buyer shall make its local medical facilities and resources available to the Seller personnel who need medical attention, for emergency situations. The Buyer will maintain first aid and emergency provisions on the Site as well as personnel trained in first aid. If, in the Seller's reasonable opinion, the safe execution of Services at the Site may be imperiled by security concerns, site road conditions, local conditions (including, without limitation, availability and transport to adequate medical facilities, housing and sanitary conditions, and availability of adequate food and water), a Force Majeure Event, threat to safety or well-being of the Site personnel or the Seller's personnel or interests, the presence of or threat of exposure to Hazardous Materials or other unsafe working conditions), then the Seller may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from the Site, suspend performance of all or any part of the Site Services, and/or (to the extent practicable) transfer such performance and supervise it at a location solely determined by the Seller. The Buyer shall assist in any evacuation. In such cases, the Seller's performance shall be excused and the Seller shall be entitled to an equitable adjustment pursuant to the terms and conditions of the Contract. The Seller shall be responsible for the compliance of its employees or its Subcontractors' employees with all reasonable safety measures and procedures set forth in Buyer's HSSE Requirements. Seller shall submit to Buyer on a weekly basis a written report directly involving any of its employees or Subcontractors identifying (i) any OSHA recordable events, including near miss events, (ii) the cause thereof, and (iii) actions planned to remedy or prevent recurrence of the same.

(b) Site Security. From first Delivery, the Buyer is responsible for providing Site security twenty-four hours a day, seven days a week.

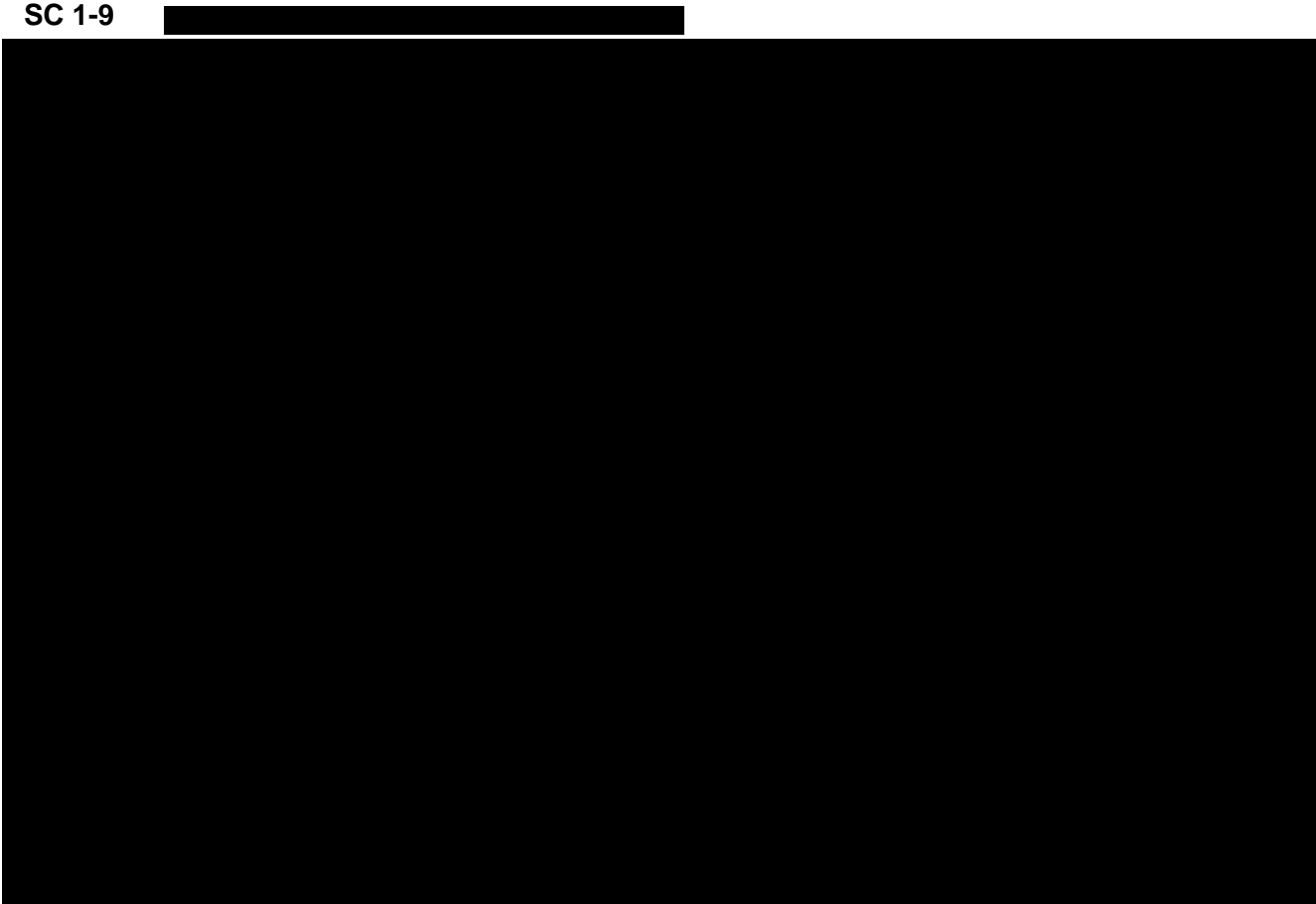
(c) Work Hours. The Seller recognizes that the Buyer may seek flexibility in Seller's work schedule in order to accelerate Turbine Completion of the Equipment or Services. The Seller will seek to accommodate those requests subject to any limitations on maximum work periods or minimum rest periods imposed by applicable Law and Buyer's HSSE Requirements, it being understood that the Seller's personnel will in any event require at least one day of rest in any consecutive seven-day period, and the Buyer shall not request the Seller to work longer than one hundred forty (140) hours in any two consecutive weeks or more than fourteen (14) hours in any one day, even where applicable Law may permit longer working periods or shorter rest periods. With the Seller's written consent, however, the Seller's personnel may in some instances work up to seven days a week for a maximum of fourteen (14) days, but only to the extent permitted by applicable Law and Buyer's HSSE Requirements and required by the nature of the work. Seller's obligations to provide commissioning

services and Turbine Completion activities are based upon Seller having unimpeded access to the Site, six (6) days per week (Monday through Saturday) and ten (10) hours per day.

SC 1-8 Delays in Turbine Completion Due to Wind Conditions

(a) General. If the wind values are outside of operating range specified in the Technical Specifications and such conditions prevent the Seller from achieving Turbine Completion during the normal working hours for a period greater than one working day, the resulting delay shall be considered an Excusable Delay, provided that Seller shall only be entitled to schedule relief as a result of such delay and shall not be entitled to any increase in the Contract Price.

SC 1-9



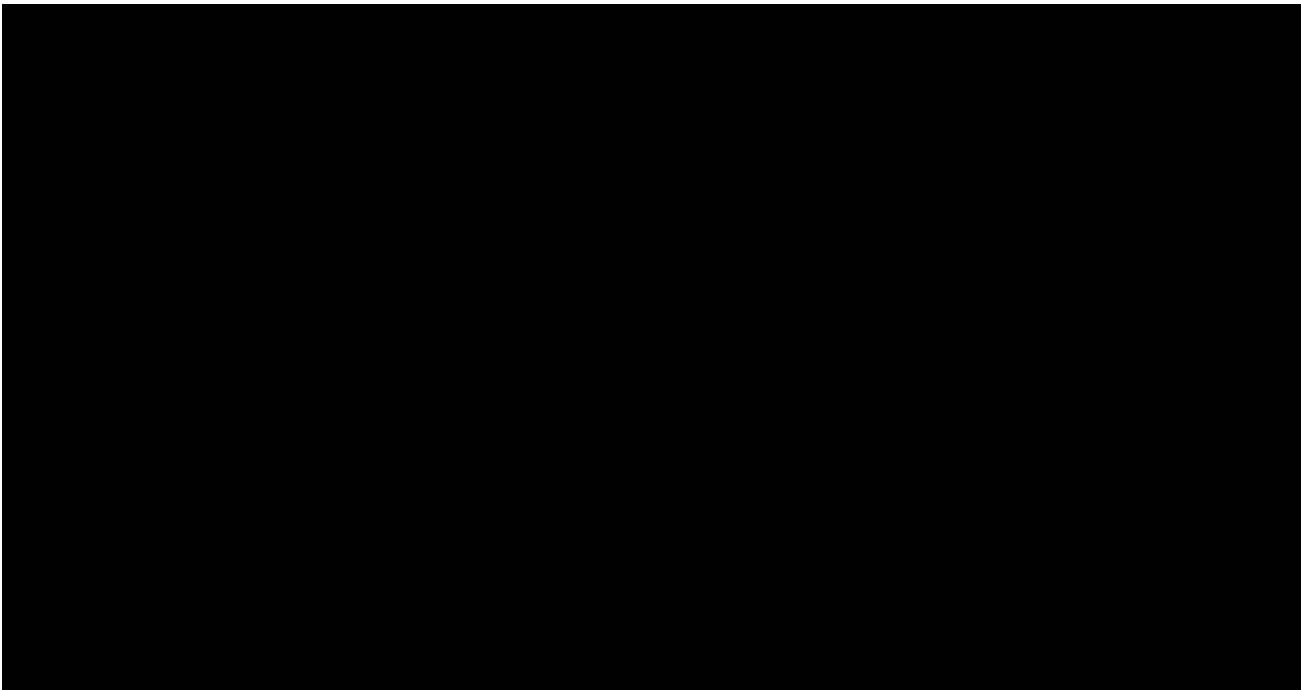
SC 1-10 **Notification of Defects Before Turbine Completion**

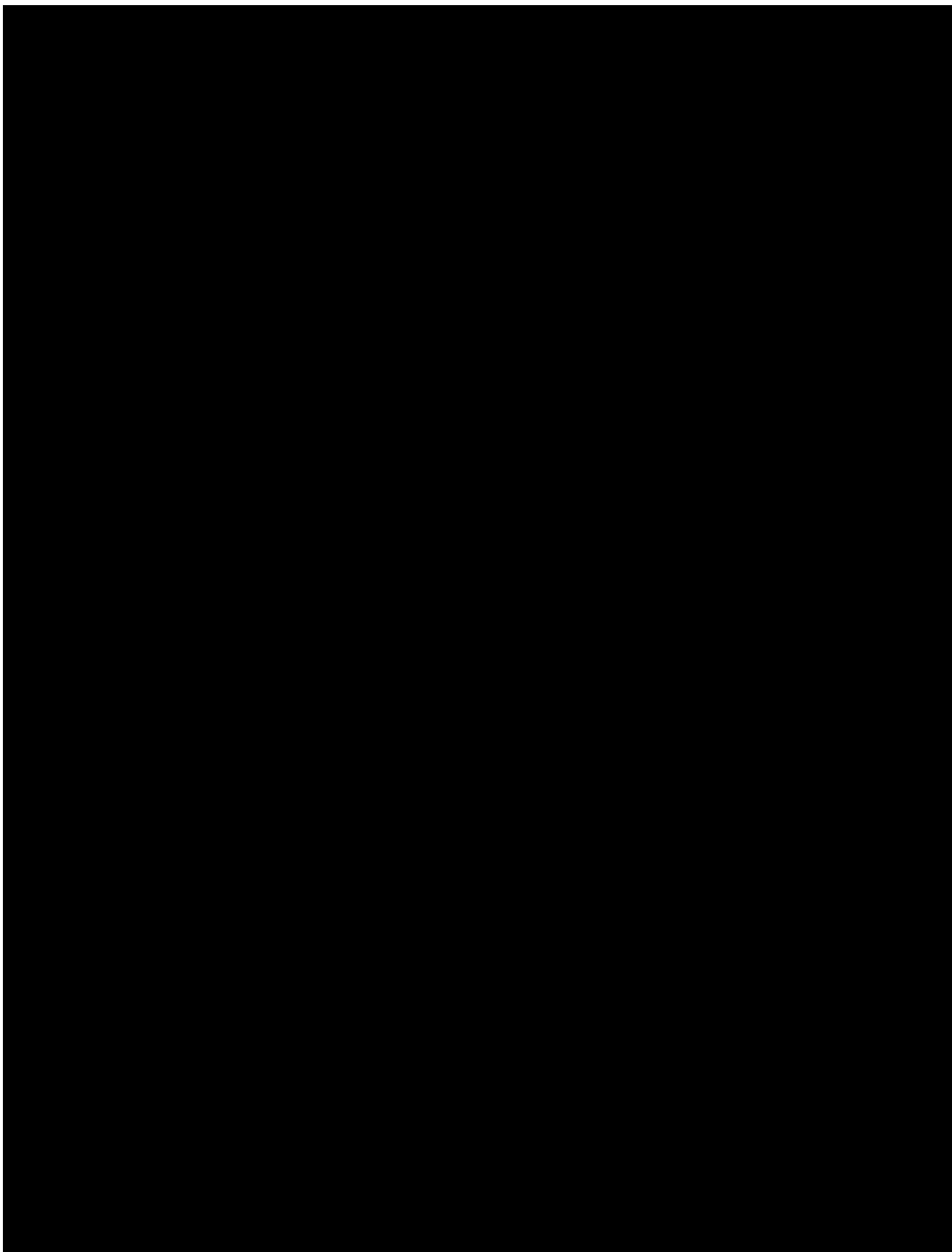
(a) Punch List Process. The Seller's representative will, on a periodic basis, organize and coordinate an inspection with the Buyer's Representative at the Site to verify that the Work performed is in compliance with the Contract requirements. The Seller shall record any Punch List Items identified.

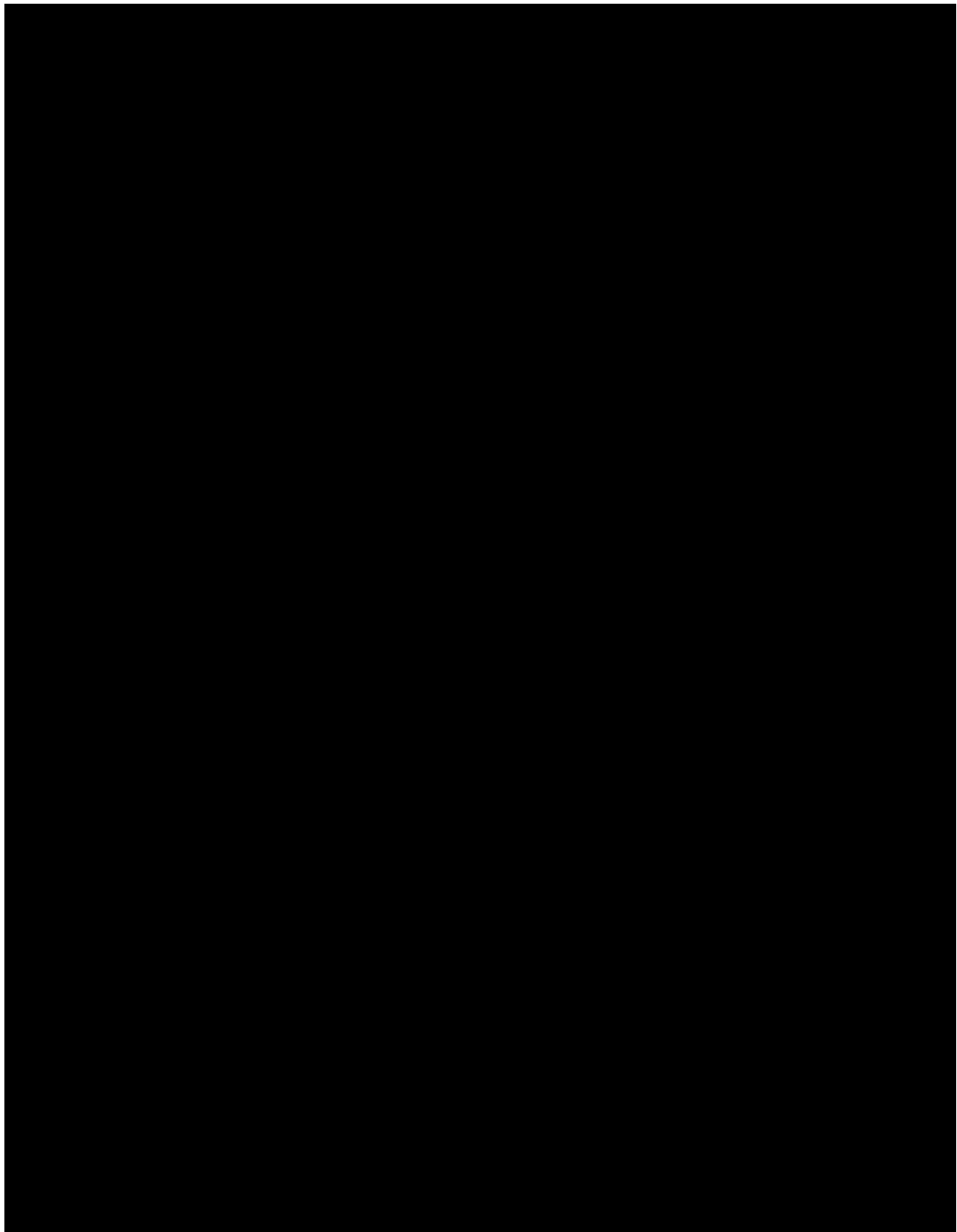
(b) Inspections. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(c) Completing Punch List Items. The Seller and the Buyer shall agree upon a schedule to resolve the Punch List Items after Turbine Completion of the affected Unit. The Seller shall give priority to completing the Punch List Items during a scheduled shutdown of the Equipment. The Buyer shall provide prior notice to the Seller within a reasonable time of any shutdown or other opportunity to proceed with the resolution of the Punch List Items.

SC 1-11 [REDACTED]

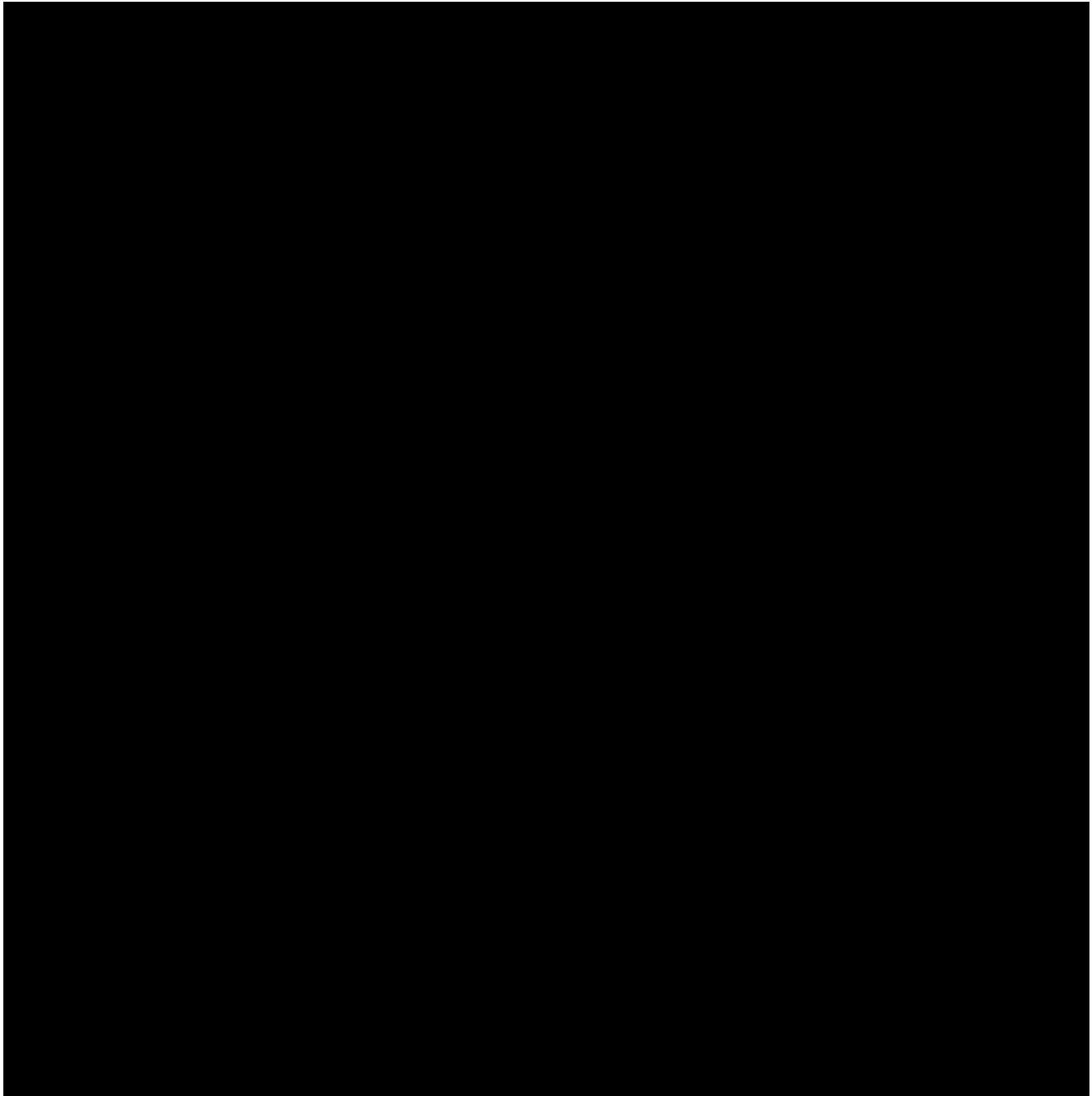


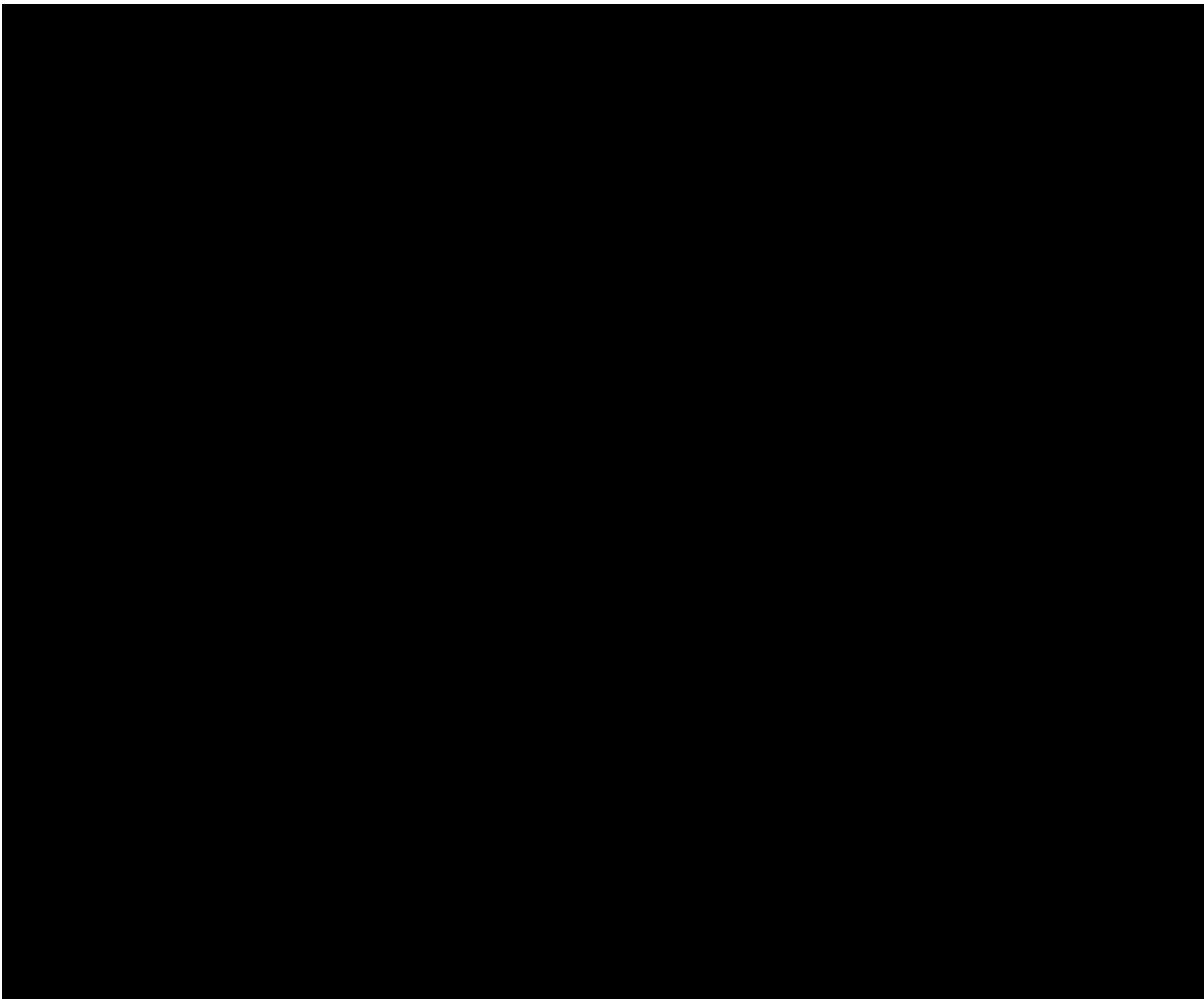




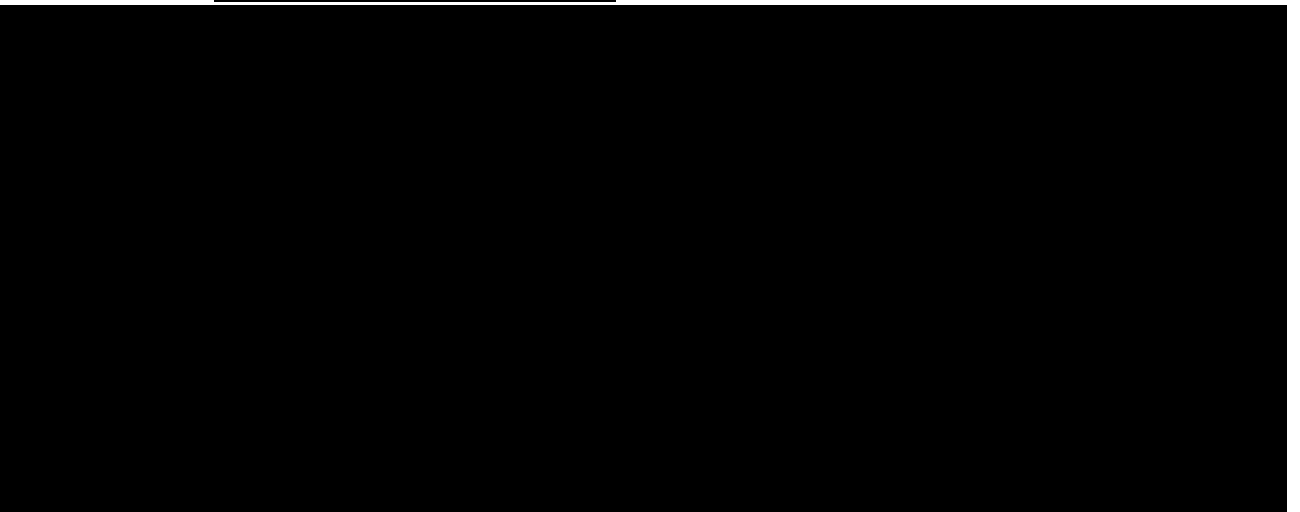


SC 1-12





SC 1-13



SC 1-14 Overall Limitation on Liquidated Damages

The Seller's aggregate liability hereunder for all forms of liquidated damages provided for in this Contract shall not exceed [REDACTED].

SC 1-15 Access to Spare Parts

Should Seller discontinue the supply of spare parts, and not provide compatible replacement spare parts or compatible upgradable spare parts, it will make all commercially reasonable efforts to support Buyer to make alternative arrangements for parts supply.

SC 1-16 Federal Government Contracting Requirements

The following United States Code ("USC"), Federal Acquisition Regulation ("FAR") and Code of Federal Regulations ("CFR") clauses, as amended, are incorporated by reference in these terms and conditions unless Operator is exempt thereunder: Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1, *et. seq.*); FAR 3.10 Contractor Code of Business Ethics and Conduct (applies to all orders); Equal Opportunity, FAR 52.222-26 (applies to all orders); Prohibition on Segregated Facilities, FAR 52.222-21 (applies to all orders); Affirmative Action for Workers with Disabilities-FAR 52.222-36 (applies to orders of \$10,000 or more); Anti-Kickback Procedures, FAR 52.203-7 (applies to all orders over \$100,000); Notice of Employee Rights Concerning Payment of Union Dues and Fees, 29 CFR Part 470 (applies to all orders over \$100,000); Affirmative Action for Special Disabled and Vietnam Era Veterans-FAR 52.222-35 (applies to orders of \$25,000 or more); and Employment Reports on Disabled Veterans and Veterans of the Vietnam Era-FAR 52.222-37 (applies to orders of \$25,000 or more). The terms "Contractor," "Government," and "Contracting Officer" as used in the FAR clauses shall be deemed to refer to "Operator," "Company" and "Contract Administrator."

Except to the extent that this Agreement is exempt from any of the requirements set out below, Respondent agrees to be bound by and comply with the clauses set forth at 48 CFR 52.219-8 (Utilization of Small Business Concerns) (only if this Agreement exceeds \$100,000) and 48 CFR 52.219-9 (Small Business Subcontracting Plan) (only if this Agreement exceeds \$500,000 and if Company requests submission of a Small Business Subcontracting Plan). The provisions of this section SC 1-16 shall apply to Seller only to the extent that (1) such provisions are required of Seller under existing law, (2) Seller is not otherwise exempt from said provisions and (3) compliance with said provisions is consistent with and not violative of 42 U.S.C. Section 2000e *et seq.*/ 42 U.S.C. Section 1981 *et seq.* or other acts of Congress.

SC 1-17 Michigan Public Service Commission (MPSC) Approval

(a) *MPSC Approval.* [REDACTED] Buyer shall submit this agreement to the Michigan Public Service Commission ("MPSC") for approval consistent with the Clean, Renewable and Efficient Energy Act and any other applicable statutory requirements (the "MPSC Approval"). [REDACTED] Buyer shall notify the Seller of such approval in writing and direct Seller to proceed with the Work (the "Notice to Proceed").

(b) Failure to Obtain MPSC Approval; Conditions of Approval. If the MPSC Approval is not obtained by the [REDACTED] or if the MPSC grants approval of this Contract, but the conditions of such approval are not reasonably acceptable to Buyer, then Buyer may, but shall not be required to, issue the Notice to Proceed. If the Buyer elects not to issue the Notice to Proceed because either the MPSC Approval has not been obtained or is unacceptably conditioned, Buyer may terminate this Contract per the termination schedule set forth in Attachment 3.

(c) Cooperation. Buyer agrees to notify Seller of any significant developments in obtaining the MPSC Approval. Buyer shall use reasonable efforts to obtain the MPSC Approval. Seller shall exercise due diligence and shall act in good faith to cooperate with and assist Buyer in acquiring the MPSC Approval, including that, at the request of Buyer. Seller shall cooperate with Buyer by providing reasonable available technical data regarding the Equipment to support Buyer's efforts to obtain MPSC Approval.

(d) Intervention. At the request of Buyer, Seller shall (a) timely file a petition for leave to intervene in the MPSC proceeding related to the approval of this Contract, (b) retain counsel to represent Seller in such proceeding, and (c) actively support the regulatory approval process.

SC 1-18 [REDACTED]

[REDACTED]

**APPENDIX A
SECTION 2
GENERAL CONDITIONS OF CONTRACT**

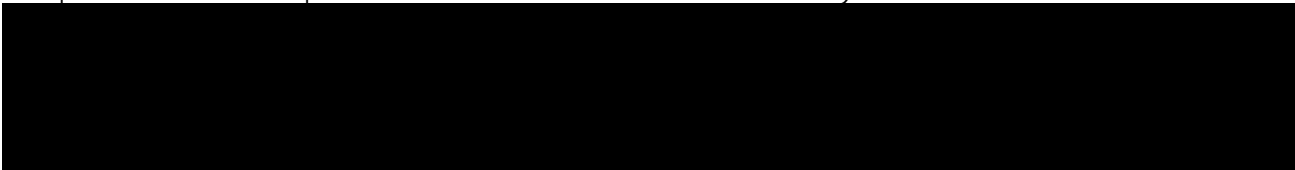
GC 2-1



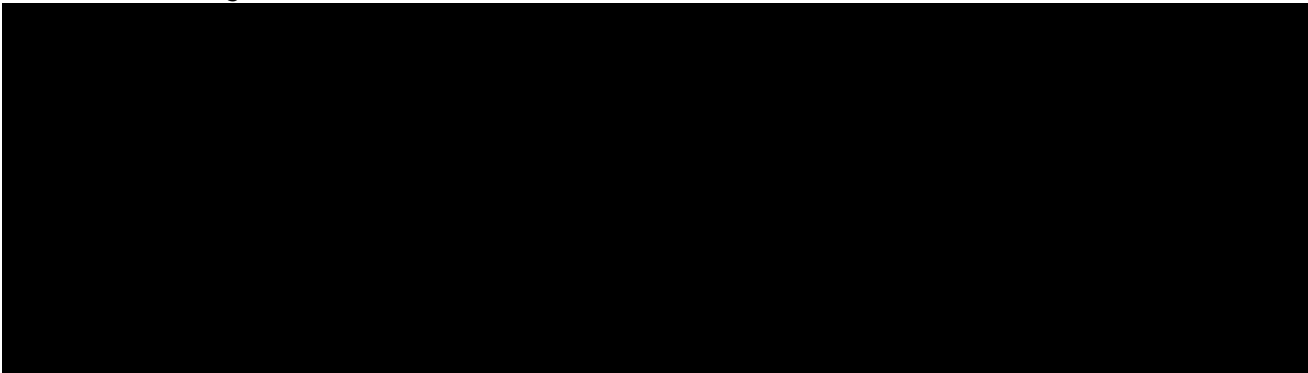
GC 2-2 Permits; Manner of Performance

(a) Permits. The Buyer shall be responsible for obtaining all environmental and use permits, all other licenses, exemptions, permits and approvals, local building and construction permits, and easements necessary for the construction and operation of the Facilities, and shall be responsible for any additional costs arising from any delay or failure to obtain such permits. The Seller shall be responsible for obtaining all other licenses, approvals, permits, including but not limited to, transportation escort permits, necessary to manufacture the Equipment, transport the parts and components, and perform the Services.

(b) Permitting Support. The Seller shall assist the Buyer in its endeavors relating to the permitting of the Site and cooperate by providing information and support during any hearings in the process of obtaining the permits. In undertaking such assistance, the Seller shall not be obligated to incur out-of-pocket costs and expenses without reimbursement from the Buyer.



GC 2-3 Changes



(b) Seller-Initiated Changes. If the Seller wishes to propose any other change, the Seller shall submit to the Buyer a draft Change Order.

(c) Buyer-Initiated Changes. The Buyer shall have the right to request that the Seller consider changes to the Work, including modifications, alterations, additions in the number of Units. If the Buyer wishes to request such a change, the Buyer shall notify the Seller in writing. Within fifteen (15) days after receipt of such notice (unless otherwise extended by mutual agreement), the Seller shall advise the Buyer of the feasibility of the requested change, and shall submit to the Buyer a draft Change Order. If Buyer requests a Change Order for the aforementioned changes to the Work and (i) Seller is reasonably capable of performing the requested change or (ii) the Parties agree on the changes contemplated by the proposed Change Order but are unable to agree on the adjustments to the Contract Price and the requested Change Order is not one of the predefined options in Table 2 of Attachment 1 of the Contract or the time for Turbine Completion, then (in either case) in the event that the Change Order is of a value equal to or less than [REDACTED] Buyer may elect, at its option and in its sole discretion, to direct Seller to proceed with the proposed changes to the Work and to execute the Change Order. If Buyer makes such election, Seller shall be paid for the Work performed pursuant to such Change Order at its reasonable direct costs (as evidenced by supporting documentation) [REDACTED] and the project schedule shall be adjusted for actual delay in the performance of Seller's obligations under this Contract resulting from Seller's performance of the Change Order. If the requested Change Order is equal to or greater than [REDACTED] the Parties must mutually agree by executing a Change Order before Seller will be obligated to implement the Change Order.

(d) Contents of Draft Change Order. The draft Change Order shall include: (i) a technical description of the proposed change in such detail as the Buyer may reasonably require, (ii) a lump sum firm price adjustment (increase or decrease) in the Contract Price, if any, caused by the proposed change, (iii) all potential effect(s), if any, on the Time of Completion, or any other schedule or dates for

performance by the Seller hereunder, caused by the proposed change, and (iv) all potential effect(s), if any, on the Seller's ability to comply with any of its obligations hereunder, including the Seller's warranties and performance guarantees, caused by the proposed change.

(e) Process for Concluding Change Order. Any draft Change Order to which the Seller is expressly entitled pursuant to this Contract shall become effective and shall operate as an amendment to this Contract immediately upon submission to the Buyer. The Buyer shall in writing either approve or disapprove any other draft Change Order, or request additional time to consider the draft Change Order, within [REDACTED] days from the date of receipt of such information. If the Buyer approves the Change Order, the Buyer and the Seller shall then sign the Change Order that shall operate as an amendment to this Contract.

(f) Agreement Required. Except for Change Orders to which the Seller is expressly entitled pursuant to this Contract, all changes shall be subject to mutual agreement and no Change Order will be effective until signed by both Parties.

GC 2-4 Observation, Inspection and Factory Tests

(a) Observation at the Site. The Buyer shall have access to the Site at all times, to include quality standards and records on Site, to observe Work in progress at the Site. The Buyer may visit the Site at any time or times, or may maintain representatives to observe the Seller's Work, including, but not limited to, inspections and tests, provided such activity and inspections do not unreasonably interfere with the Work.

(b) Inspections and Tests at Seller's Facilities. Upon the Buyer's request and with the Seller's prior written consent, not to be unreasonably withheld, , the Buyer's inspector shall be provided access to the Seller's facilities and quality assurance process manual for viewing, to obtain information on production progress, review quality standards, view quality records, and make inspections. Such access will be limited to areas concerned with the Equipment and shall not include restricted areas where work of a proprietary nature is being conducted. The Seller shall, in its sole discretion, determine the extent of the Buyer's access to the Seller's facilities and the extent of factory testing to be conducted on the Equipment. The Seller shall not be required to delay manufacturing or other activities to accommodate Buyer's inspection.

(c) Inspections and Tests at Suppliers' Facilities. Subject to the conditions set forth in the foregoing paragraph, the Seller will make reasonable efforts to obtain access for the Buyer's inspector to its Suppliers' facilities for the purposes described in the paragraph above.

(d) Inspection Not Acceptance. The Buyer's inspection of the Equipment or its failure to inspect does not relieve the Seller of its obligation to fulfill the requirements of this Contract, nor is it to be construed as acceptance by the Buyer.

GC 2-5 Shipment to Storage

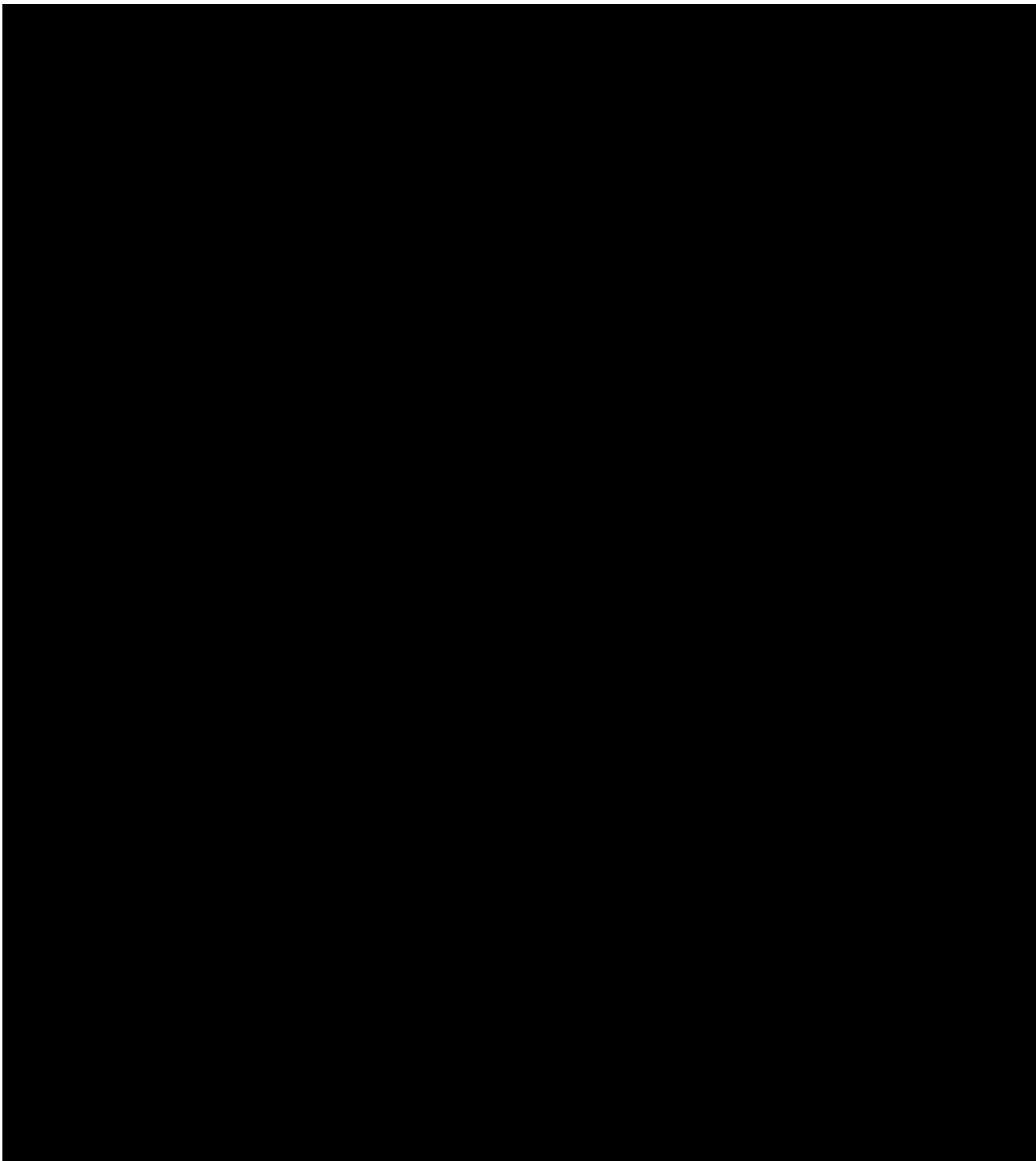
(a) For Reasons Not Attributable to Seller. If any part of the Equipment cannot be shipped to the Buyer when ready due to any cause not attributable to the Seller, the Seller may ship such Equipment to storage, such storage being in accordance with the Technical Specification or other instructions provided by the Seller. If such Equipment is placed in storage, including storage at the facility where manufactured, the following conditions shall apply: (i) title and risk of loss shall thereupon pass to the Buyer if it had not already passed; (ii) following Mechanical Completion, the Seller shall be allotted an additional ten (10) days to achieve Turbine Completion prior to the Seller being subject to Turbine

Completion liquidated damages in accordance with the Special Condition entitled "Delays in Shipment or Turbine Completion"; (iii) any amounts otherwise payable to the Seller upon Delivery or Shipment shall be payable upon presentation of the Seller's invoice(s); (iv) after placement into storage, shipping fixtures (if applicable) for Major Components will be removed and returned to Seller (subsequent rental or purchase of Shipping Fixtures may be arranged to facilitate removal from storage); (v) all expenses incurred by the Seller, such as for preparation for, transportation to and placement into storage, handling, inventorying, intermittent and final inspections, preservation, storage, remediation, removal charges and any taxes shall be payable by the Buyer upon submission of the Seller's invoice(s); (vi) in the event that Startup and Commissioning does not commence within one hundred and twenty (120) days of such placement into storage, the Turbine Completion Payment for such Unit shall thereupon be due and payable to Seller; (vii) any Services included in the Contract shall be subsequently changed to the rate prevailing at the time of actual use and the Buyer shall pay the net increase (such services will be made available on a subject to prior sale basis); (viii) any Seller provided performance security shall be suspended; (ix) all Seller transportation responsibilities, if any, shall terminate upon delivery of the Equipment to the storage location and any amounts previously paid by the Buyer for transportation shall be applied against any open invoices or serve as a credit against future invoices; and (x) Seller shall conduct, at Buyer's expense, an inventory of all Seller supplied Equipment shipped to storage and representatives of the Buyer and the Seller shall sign the inventory record certifying Equipment commodities and quantities.

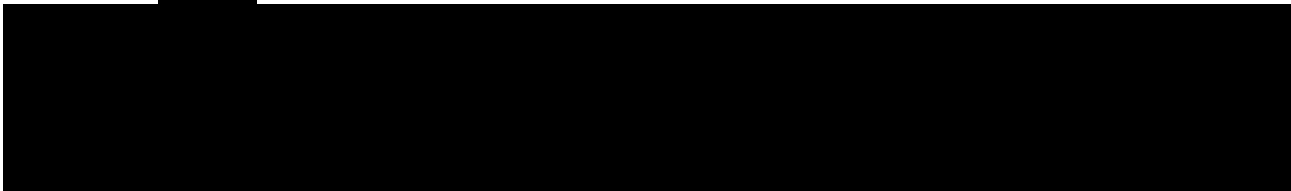
(b) Storage by Buyer. If any part of the Equipment is not dispatched for immediate installation and commissioning and is temporarily stored by the Buyer, the following conditions shall apply (i) following Mechanical Completion, the Seller shall be allotted an additional ten (10) days to achieve Turbine Completion prior to the Seller being subject to Turbine Completion liquidated damages in accordance with the Special Condition entitled "Delays in Shipment or Turbine Completion"; (ii) Shipping Fixtures for Major Components will be removed and returned to Seller as per the Special Condition titled "Schedule Assumptions, Conditions, Shipment and Delivery" herein (subsequent rental or purchase of Shipping Fixtures may be arranged to facilitate removal from storage); (iii) all expenses incurred by the Seller, such as for preparation for a mandatory pre-installation final inspection, preservation, shall be payable by the Buyer upon submission of the Seller's invoice(s); (iv) in the event that Startup and Commissioning does not commence within one hundred and twenty (120) days of such placement into storage, the Turbine Completion Payment for such Unit shall thereupon be due and payable to Seller; (v) any Services included in the Contract shall be subsequently changed to the rate prevailing at the time of actual use and the Buyer shall pay the net increase (such services will be made available on a subject to prior sale basis); (vi) any Seller provided performance security shall be suspended; and (vii) Seller shall bear no responsibility for any impact to the Equipment or its performance after Delivery.

GC 2-6





GC 2-7



[REDACTED]

(b) Exclusions. The Seller shall have no obligation or liability with respect to any Claim based upon: (i) any Work that have been altered; (ii) the combination or use of the Work with other products when the combination is part of any allegedly infringing process; (iii) failure of the Buyer to implement any update provided by the Seller that would have prevented the Claim; (iv) unauthorized use of the Work, whether or not in breach of the provisions of the Contract; or (v) the Buyer's specifications. The Buyer shall defend any suit or proceeding based upon, and shall indemnify and hold the Seller harmless against, any claim that any Work made, modified or performed to the Buyer's specifications infringes any patent.

(c) Remedies. If the Work or any portion thereof becomes the subject of a Claim, the Seller may at its option (i) procure for Buyer the right to continue using it, or any portion of it, (ii) modify or replace it in whole or in part to make it non-infringing, or (iii) failing (i) or (ii), take back the infringing Work and refund any applicable fees.

(d) Sole Liability. This states the Seller's entire liability for indemnification for patent, trademark, copyright, and trade secret infringement for the Work.

(e) Exclusion. Notwithstanding this, with respect to the Work or any portions thereof which are not manufactured or developed by the Seller, only the indemnity of the manufacturer or developer, if any, applies.

GC 2-8 Software License

(a) Grant of License. Only to the extent necessary to use the Equipment supplied by the Seller, for the purposes for which such Equipment is supplied, the Seller grants to the Buyer a perpetual, royalty-free, fully paid, non-exclusive right to use software, firmware, programs and any other technology necessary to operate and use the Equipment delivered to the Buyer by Seller. This right shall be non-assignable and non-transferable by the Buyer (except for sub-licenses to any subsequent purchaser of the Equipment) and shall apply and be irrevocable with respect to each unit of Equipment purchased under this Contract and paid for in full by the Buyer.

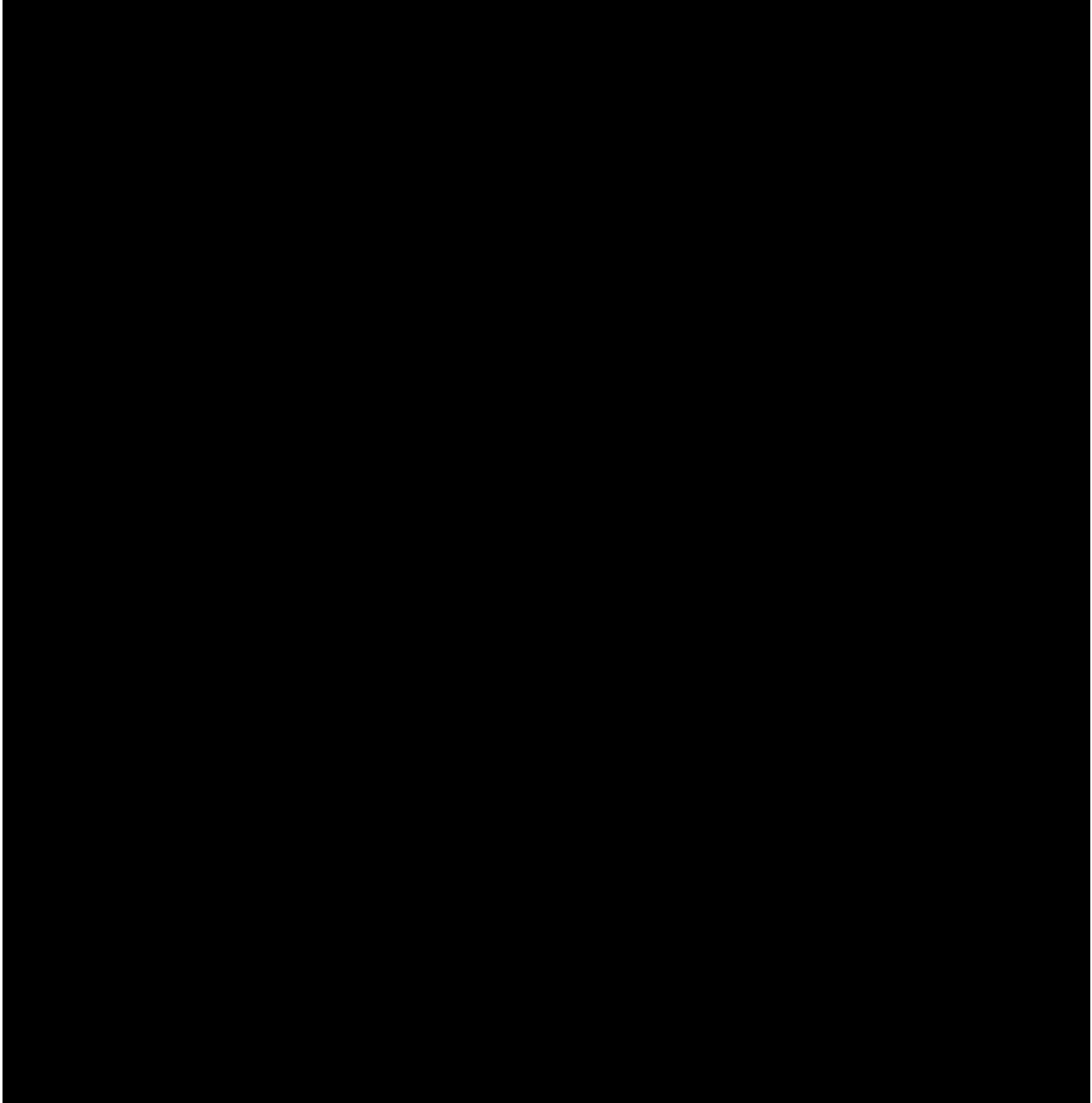
(b) Third-Party Software. Certain software the Seller provides to the Buyer may contain third-party software, including but not limited to "open source" software, which may be provided with a separate end-user agreement. Use of such third-party software and its source code shall be governed by this Contract and such end-user license agreements. [REDACTED]

[REDACTED]

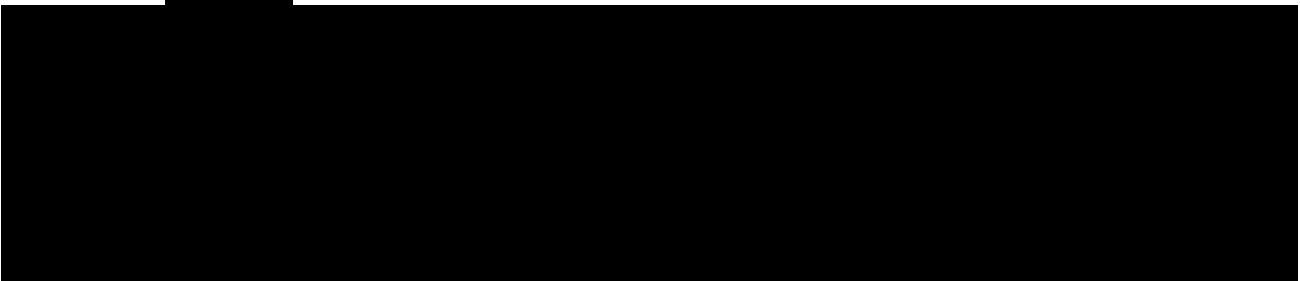
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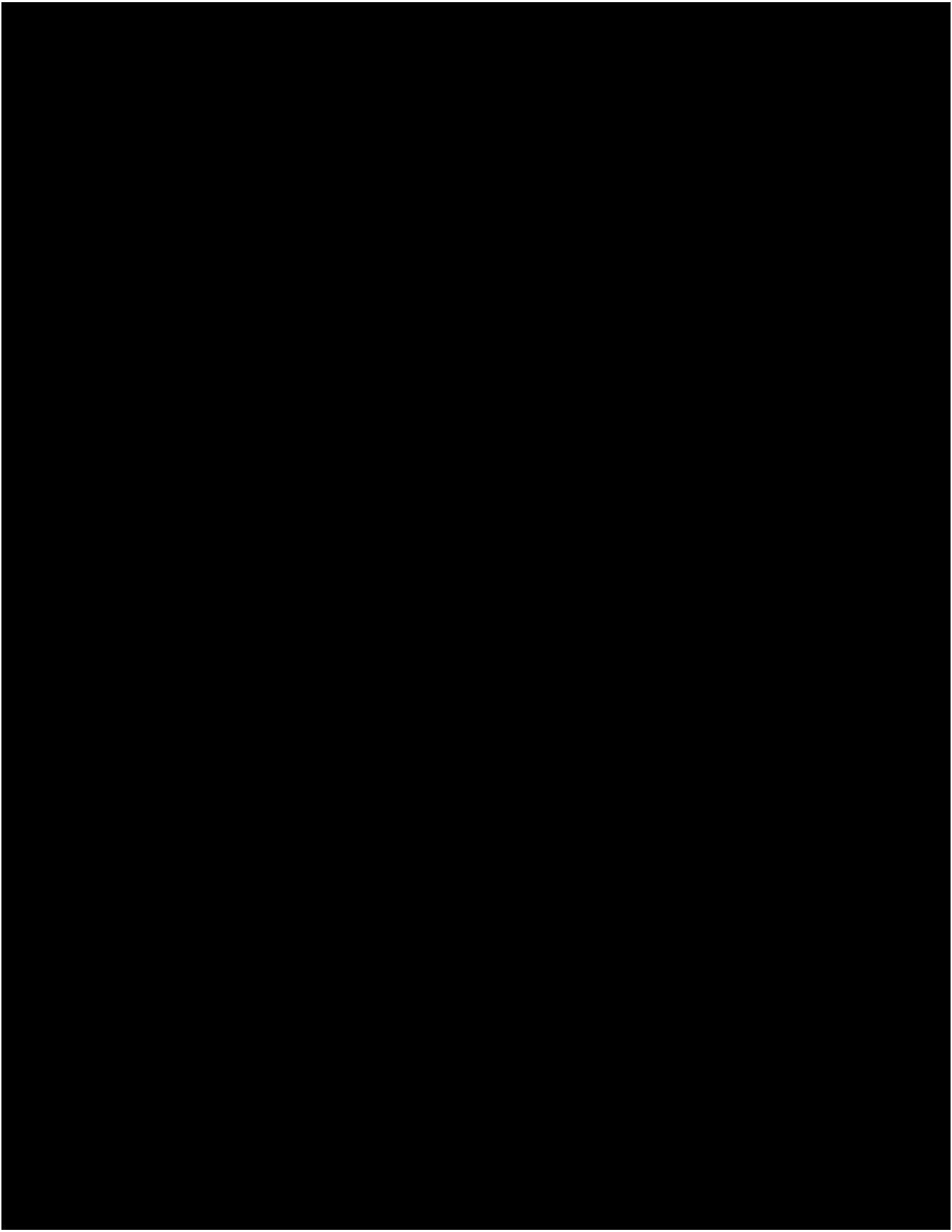
(c) Limitations. Unless otherwise agreed to by the Seller, the Buyer has only the right to install and use a single copy of the software for each unit of associated Equipment. The Buyer may make one copy of the software for backup purposes only, in machine-readable form. The Buyer has no right to (i) disassemble, decompile, reverse engineer, or otherwise attempt to reconstruct or discover the source code of the Software or Third-Party Software; (ii) remove any product identification, copyright, trademark, or other notice from the software; (iii) modify, adapt or translate the software.

GC 2-9



GC 2-10



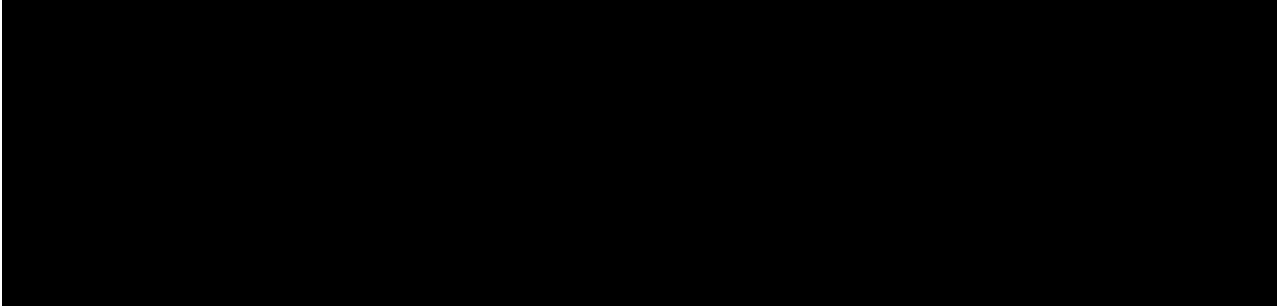




GC 2-11 Suspension

(a) *Suspension by Buyer of Services at Site.* The Buyer shall have the right, at any time, to suspend Services at the Site upon written notice to the Seller. Any cost incurred by the Seller in accordance with any such suspension (including storage costs) shall be payable by the Buyer upon submission of the Seller's invoice(s). Performance of the Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of such suspension, unless such suspension is due to Seller's or its Subcontractors' failure to comply with the obligations of this Contract, negligence or willful misconduct.

(b) *Suspension by Buyer of Manufacturing.* It is expressly agreed that the Buyer shall have no right to suspend manufacture of the Equipment.



GC 2-12 Termination for Cause

(a) *Grounds for Termination by Buyer.* The Buyer shall have the right to terminate this Contract for cause in the event that the Seller: (i) becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency Laws; or (ii) substantially breaches and fails to comply or perform its material obligations hereunder (but only with respect to a material obligation for which this Contract does not provide exclusive remedies), *provided:* (A) that the Buyer shall first have provided the Seller with written notice of the nature of such breach and of the Buyer's intention to terminate the Contract as a result of such breach, and (B) that the Seller shall have failed within

thirty (30) days after receipt of such notice (or such extended period as is considered reasonable by the Parties) either (1) to commence to cure such breach and diligently thereafter to pursue such cure, or (2) to provide reasonable evidence that no such breach has occurred.

(c) Grounds for Termination by Seller. The Seller shall have the right to terminate this Contract for cause in the event that the Buyer: (i) suspends Work at the Site pursuant to the General Condition entitled "Suspension" for a single period of [REDACTED] days or for a cumulative total of [REDACTED] days; or (ii) becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency Laws; or (iii) fails to make any payment when due or to fulfill any payment conditions as set forth in the Contract, *provided:* (A) that the Seller shall first have provided the Buyer with written notice of the nature of such failure and of the Seller's intention to terminate the Contract as a result of such failure, and (B) that the Buyer shall have failed within [REDACTED] days after receipt of such notice to correct such failure.

GC 2-13 Proprietary Information

(a) Information Subject to Restriction. In connection with the Contract, the Seller and the Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with "Confidential Information." "Confidential Information" means (i) all pricing for the Work, (ii) all terms of the Contract, (iii) all information that is designated in writing as "confidential" or "proprietary" by the Disclosing Party at the time of written disclosure, and (iv) all information that is orally designated as "confidential" or "proprietary" by the Disclosing Party at the time of oral disclosure and is confirmed to be "confidential" or "proprietary" in writing within 10 days after oral disclosure. The obligations of this General Condition shall not apply as to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than from disclosure by the Receiving Party, its representatives or its Affiliates; (ii) is or becomes available to the Receiving Party or its representatives or Affiliates on a non-confidential basis from a source other than the Disclosing Party when the source is not, to the best of the Receiving Party's knowledge, subject to a confidentiality obligation to the Disclosing Party; (iii) is independently developed by the Receiving Party, its representatives or Affiliates, without reference to Confidential Information; (iv) is required to be disclosed by Law, a valid legal process or a government agency; (v) is approved for disclosure in writing by an authorized representative of the Disclosing Party; or (vi) Buyer shares with the MPSC or any other regulatory authority with jurisdiction over Buyer or its Facilities related to this Contract.

(b) Obligations of Receiving Party. The Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and permitted use(s) and maintenance of the Work, (ii) to take

reasonable measures to prevent disclosure of the Confidential Information, except to its employees, agents or financing parties who have a need to know for the Buyer to perform its obligations under the Contract or to use and maintain the Work, and (iii) not to disclose the Confidential Information to a competitor of the Disclosing Party. The Receiving Party shall obtain a written commitment from any recipient of Confidential Information to comply with the terms of this article. Confidential Information shall not be reproduced without the Disclosing Party's written consent, and the Receiving Party shall return all copies of Confidential Information to the Disclosing Party upon request except to the extent that the Contract entitles the Receiving Party to retain the Confidential Information. The Seller may also retain one copy of the Buyer's Confidential Information until all Seller's potential liability under the Contract terminates.

(c) Disclosure Pursuant to Legal Process. If either party or any of its Affiliates or representatives is required by law, legal process or a government agency to disclose any Confidential Information, that party agrees to provide the Disclosing Party with prompt written notice to permit the Disclosing Party to seek an appropriate protective order or agency decision or to waive compliance by the Receiving Party with the provisions of this article. If efforts to secure confidential treatment are unsuccessful, the Seller may lawfully revise the Confidential Information to make it nonproprietary or to minimize the loss of its proprietary value.

(d) Intellectual Property. Nothing in this article grants the Receiving Party any license under any invention, patent, trademark or copyright now or later owned or controlled by the Disclosing Party.

(e) Intentionally omitted

(f) Term. As to any individual item of Confidential Information, the restrictions of this Article shall expire the earlier of five years after the date of disclosure and three years after termination or expiration of the Contract.

(g) Priority. This article does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

GC 2-14 Personal Data Protection

"Personal Data" is any information relating to an identified or identifiable natural person ("Data Subject"). The Buyer and the Seller each agree that any Personal Data obtained from the other party will be deemed "Confidential Information" of the other party as defined in these General Conditions whether or not the Personal Data is publicly available. The Buyer and the Seller shall provide security for the Personal Data they receive from each other and limit its disclosure and use. The Buyer and the Seller each represent that in providing Personal Data to one another they will comply with all applicable Laws and regulations, including but not limited to providing notices to or obtaining consents from the Data Subjects when required.

GC 2-15 Export Control

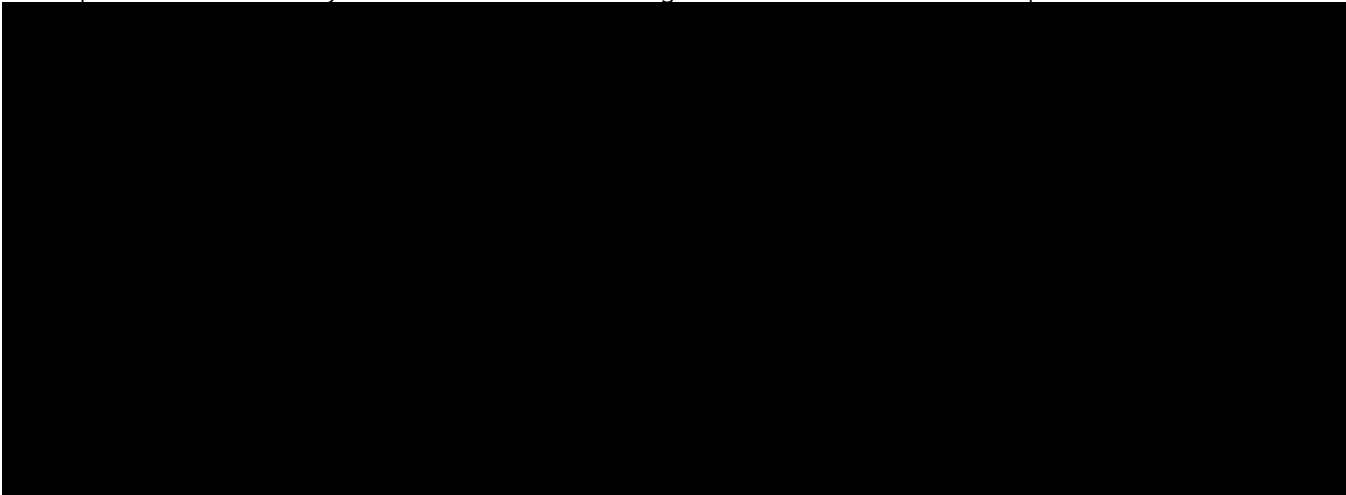
(a) Export Controls. The Buyer hereby agrees that it shall not, except as said laws and regulations may expressly permit, make any disposition by way of transshipment, re-export, diversion or otherwise, of U.S. origin goods and technical data (including computer software), or the direct product thereof, supplied by the Seller hereunder. The obligations of the parties to comply with all applicable export control laws and regulations shall survive any termination, or discharge of any other contract obligations.

(b) Buyer to Keep Informed. The Buyer undertakes to keep itself fully informed of, and to comply with, the export control laws and regulations of the respective government and any amendments thereof.

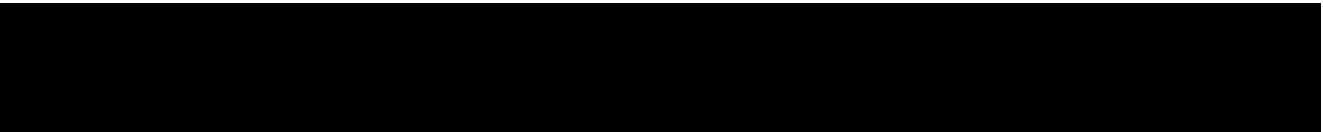
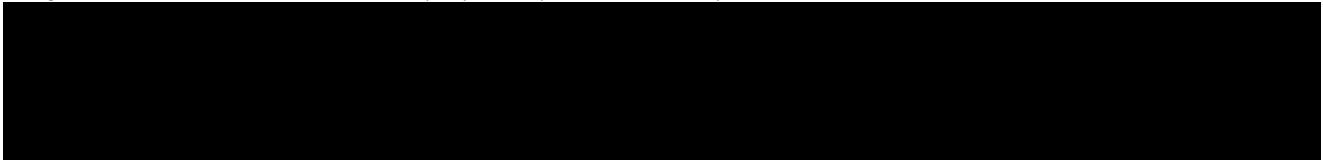
(c) Weapons. The Buyer hereby certifies that the Work, technical data, software or other information or assistance furnished by the Seller or its Affiliates under this Contract will not be used in the design, development, production, stockpiling or use of chemical, biological, or nuclear weapons either by the Buyer or by any entity acting on the Buyer's behalf.

GC 2-16 Assignment; Change in Control

(a) Eligible Assignees. An "Eligible Assignee" is: (i) an Affiliate of the Buyer, or (ii) an engineering or construction contractor under contract with the Buyer for the installation of the Equipment; in each such case provided that the Seller would not be penalized or become subject to additional requirements under any Law as a result of entering into this Contract with such person.



(c) Collateral Assignment. The Buyer may also assign a collateral interest in the Contract to a financing party who is not an Eligible Assignee as collateral security for a loan for the acquisition of the Equipment, provided however, that Buyer and Lender agree that any future assignment to the Lender shall occur only as the result of the exercise by Lender of its remedies under the loan agreements relative to a bankruptcy or liquidation of Buyer.



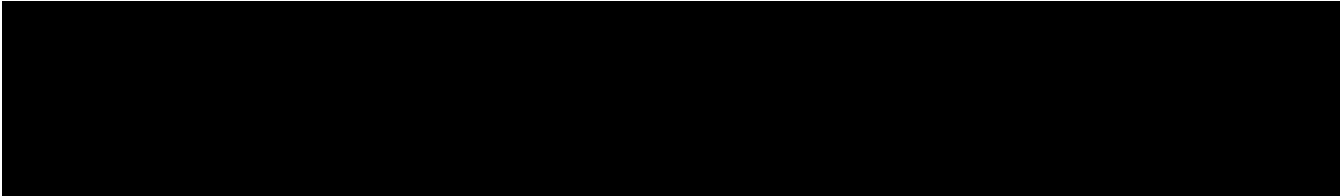
GC 2-17 Miscellaneous Provisions

(a) Third-Party Beneficiaries. Except as provided in the Article entitled "Limitation of Liability", these provisions are for the benefit of the Parties hereto and not for any other third party.

(b) Non-Waiver. Waiver by either Party of any right under this Contract shall not be deemed a waiver by such Party of any other right hereunder.

(c) Invalidity. The invalidity in whole or in part of any part of this Contract shall not affect the validity of the remainder of the Contract.

(d) No Nuclear Use. The Work is not intended for application (and shall not be used) in connection with any nuclear installation or activity and the Buyer warrants that it shall not use the Work for such purposes, or permit others to use or permit others to use the Work for any such purposes. If, in breach of the foregoing, any such use occurs, the Seller shall have no liability for any nuclear or other damage, injury or contamination, and the Buyer shall indemnify the Seller, its Affiliates and suppliers of every type and tier against any such liability, whether arising as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability or otherwise.



(f) Survival. The following provisions of this Contract, whether contained in the General or Special Conditions or otherwise, shall survive termination of this Contract: Taxes, Warranty, Patents, General Indemnity, Limitation of Liability; Seller's Proprietary Information and Miscellaneous Provisions.

**APPENDIX A
SECTION 3
DEFINITIONS**

“Acceptance” shall mean that the Facility has been accepted in accordance with the Special Condition entitled “Startup and Commissioning”.

“Access” shall have the meaning ascribed in the Special Condition entitled “Buyer’s Obligations” under the heading “Unimpeded Access.”

“Affiliate(s)” shall mean any entity that directly or indirectly controls, is controlled by or is under common control with a party. For the purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or partnership or other ownership interests or by contract or otherwise.

“Buyer” shall mean the entity so identified in the Contract.

“Buyer HSSE Requirements” means the health and safety requirements attached hereto as Appendix A5.

“Buyer’s Representative” shall mean the individual appointed by the Buyer in accordance with the Special Condition entitled “Buyer’s Representative”.

“Change in Law(s)” shall mean a change to a Law, or a change in the interpretation or application of a Law by the cognizant executive or judicial authorities.

“Change Order” shall mean a written agreement to change the Equipment or Services which describes the change, identifies the writing as a Change Order, sets out adjustments, if any, in the Contract Price and any other provision of this Contract which is affected, and is signed by the Parties.

“Claim” shall have the meaning ascribed in the General Condition entitled “Patents”.

“Closest Common Carrier Point” shall mean the nearest point to the Unit Site pad accessible to permitted loads, without Transportation Route modification(s), improvement(s) or requiring road bonding, by standard highway configured vehicles used for transportation of wind turbine components; provided, however, that Buyer at its option may upgrade any roads or Transportation

Routes in order to facilitate Delivery as close to the Project Site as possible, prior to Seller's earliest permissible Last Major Component Delivery Date.

"Confidential Information" shall have the meaning ascribed in the General Condition entitled "Software License."

"Contract Currency" shall have the meaning ascribed in Attachment 3.

"Contract" shall have the meaning ascribed in Article 8.

"Contract Effective Date" shall have the meaning ascribed in the Contract.

"Contract Price" shall mean the total firm price as stated in Attachment 3 to the Contract as consideration for the Equipment and the Services, as may be adjusted from time to time in accordance with the Contract, together with any payments, which may become due to the Seller under Related Contracts.

"Contractual Document" shall mean a document that is contractually binding under this Contract.

"Data Subject" shall have the meaning ascribed in the General Condition entitled "Personal Data Protection".

"Day" or "day" means any calendar day.

"Defect" means, with respect to the Unit and Equipment and all other materials, equipment, systems and incorporated into the Work, (i) the design or engineering thereof that does not conform to the Technical Specification, (ii) the equipment, materials or systems not operating in a safe manner when operated in accordance with Seller's written recommendations provided to Buyer in accordance with this Contract, or (iii) any failure or deficiency in materials or workmanship with respect to such equipment, materials or systems or any failure of such equipment, materials or systems to be, subject to SC 1-11, new or newly refurbished, and undamaged at the time of transfer of risk of loss to Buyer of such materials, equipment or systems.

"Deliver" or "Delivery" shall have the meaning ascribed in the Special Condition entitled "Schedule Assumptions, Conditions, Shipment and Delivery".

"Delivery Date" shall mean the earlier of the actual date of Delivery or the date of shipment to storage in accordance with the General Condition entitled "Shipment to Storage".

"Delivery Duty Paid" or "DDP" shall have the meaning ascribed in Appendix A of Attachment 2.

"Delivery Point" shall mean the Closest Common Carrier Point or the storage location in the event of Shipment to Storage.

"Derivative Work" shall have the meaning ascribed in the General Condition entitled "Software License."

"Disclosing Party" shall have the meaning ascribed in the General Condition entitled "Proprietary Information."

"Documentation" shall mean all material in any form (except training materials) referencing the Software and Third-Party Software.

"Eligible Assignee" shall have the meaning ascribed in the General Condition entitled "Assignment; Change in Control".

"Equipment" shall mean electrical or mechanical apparatus to be engineered and procured by the Seller and incorporated into the Facility, comprising the Imported Equipment and the Local Equipment, and consisting of one or more Units and any intellectual property, software or balance of plant, all as described in Attachment 1 to the Contract and as more fully described in the Technical Specification.

"Error" shall have the meaning ascribed in the General Condition entitled "Software License."

"Excusable Delay" shall have the meaning ascribed in GC 2-6

"Extensive Component Failure" shall have the meaning ascribed in Section SC 1-11.

"Facility" and "Facilities" shall have the meanings ascribed in the second recital of the Contract.

"Final Project Acceptance" shall have the meaning ascribed in SC 1-4(e).

"Free Unloading Period" shall have the meaning ascribed in Attachment 2.

"Guaranteed Major Component Delivery Dates" shall mean the date set forth in Attachment 2 by which Major Components will be Delivered.

"Hazardous Substances" shall have them meaning ascribed in SC 1-6(b).

"Imported Equipment" shall mean Equipment sourced, manufactured and imported from outside the United States.

"Indemnified Party" shall have the meaning ascribed in the General Condition entitled "General Indemnity".

"Indemnifying Party" shall have the meaning ascribed in the General Condition entitled "General Indemnity".

"Initial Test Timeframe" shall have the meaning ascribed in SC 1-12(b).

"Last Major Component Delivery" is the delivery of the last major component required to achieve Mechanical Completion of a Wind Turbine.

"Last Major Component Delivery Date" shall be the Delivery Date of the last major component required to achieve Mechanical Completion of a Wind Turbine.

"Law" or "Laws" shall mean those laws, regulations, decrees or similar orders with mandatory effect issued by the legislative, judicial or executive branch of any relevant government or supranational body, as interpreted and applied, to the extent such laws, regulations, decrees or similar orders are applicable to the scope of this Contract, all to the extent that compliance therewith is not penalized under the law of the Seller's home country.

"License" shall mean a license to use software provided under this Contract as provided for in the General Condition entitled "Software License."

"Local Equipment" shall mean Equipment manufactured or procured within the United States.

"Look-Ahead" shall have the meaning ascribed in Attachment 2.

"Major Components" shall mean: the tower sections, the nacelle, the hub, and the blades.

"Mandatory Technical Information Letter" shall mean a technical information letter specifying all Compliance, Safety and Alert and Priority Level 1 technical issues identified in the findings of any root cause analysis required to be undertaken by Seller pursuant to SC 1-11(c).

"Maintenance Service" shall have the meaning set forth in SC 1-11(i).

"Material" or "Materials" shall mean construction materials to be incorporated in the Site, which are not part of Equipment.

"Mechanical Completion" shall have the meaning ascribed in the Special Condition entitled "Mechanical Completion and Turbine Completion".

"Mechanical Loads Analysis" shall have the meaning ascribed in Item 4 of Table 1 in Attachment 1.

"MPSC" shall have the meaning ascribed in SC 1-17(a).

"MPSC Approval" shall have the meaning ascribed in SC 1-17(a).

"Notice to Proceed" shall have the meaning ascribed in SC 1-17(a).

"Options" shall mean additional features, Equipment or Services that may be selected with advanced notice and change in price as specified in Table 2 of Attachment 1.

"Outside Date" shall have the meaning set forth in Attachment 2.

"Owner" shall mean that corporation, partnership, or individual which owns the Facility.

"Parts Discount" shall have the meaning ascribed in Attachment 1.

"Party" and "Parties" shall have the meanings ascribed in the Contract.

"Payment Schedule" shall mean the schedule of payments provided in Attachment 3 of to the Contract.

"Personal Data" shall have the meaning ascribed in the General Condition entitled "Personal Data Protection".

"Power Curve Guarantee" shall have the meaning ascribed in the Special Condition entitled "Power Curve Guarantee".

"Project" shall have the meaning set forth in Attachment 1.

"Project Reliability Test" shall have the meaning set forth in SC-1-4(d).

"Project Support Services" shall mean technical advisory support Services provided on the Site during Startup and Commissioning.

"Prudent Wind Industry Practice" shall mean those practices, methods, equipment specifications, and standards of performance, as the same may change from time to time, as are commonly used by a significant portion of the wind turbine electric-generating industry within the United States at the

time, or that could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. "Prudent Wind Industry Practice" does not necessarily mean a practice that would achieve an optimal solution or minimal solution, or any method, equipment specification, or standard in all cases, but is instead intended to encompass a broad range of acceptable practices, methods, equipment specifications, and standards.

"PTCs" [REDACTED]

"Punch List Item" shall mean a minor defect identified by the Buyer or the Seller during installation and commissioning that does not affect the ability of a Unit to safely generate electric power.

"Ready to Ship" shall mean when an item of Equipment is available to be loaded on a carrier at the place of manufacture and shall be 21 days before the Last Major Component Guaranteed Delivery Date of each Unit.

"Receiving Party" shall have the meaning ascribed in the General Condition entitled "Proprietary Information."

"Related Contract" shall mean any other contract related to the subject matter of this Contract entered into by the Seller and the Buyer or their Affiliates, including any separate Warranty Agreement but not including any operation and maintenance Agreement or any other agreement pursuant to which the Seller or its Affiliates would provide services to the Owner after the expiry of the Warranty Period.

"Reliability Test Time Period" shall have the meaning set forth in SC-1-4(d).

"Requirements" shall have the meaning ascribed in SC 1-2(d).

"Scope of Supply" shall mean electrical or mechanical apparatus to be engineered and procured by the Seller and incorporated into the Facility, comprising the Imported Equipment and the Local Equipment, and consisting of one or more Units and any balance of plant, all as described in Attachment 1 to the Contract and more fully described in the Technical Specification.

"Seller" shall mean the entity so identified in the Contract.

"Seller Taxes" shall mean corporate and individual taxes that are measured by net income or profit imposed by any governmental authority of any country on Seller, its employees, Subcontractors or Suppliers due to the execution of any agreement or the performance of or payment for Work hereunder.

"Services" shall mean all of the services, including training services, described in Attachment 1 to the Contract.

"Ship" or "Shipment" shall mean placing an item of Equipment on board a carrier at the place of manufacture or storage, as evidenced by an inland bill of lading.

"Shipment Point" shall mean the place of manufacture.

"Shipment to Storage" shall mean placing an item of Equipment in storage pursuant to the General Condition entitled "Shipment to Storage".

"Shipping Fixtures" shall mean the complete set of fixtures required for the Delivery of each Unit.

"Site" shall mean each location where the Equipment will be installed or that Services will be provided.

"Site Personnel List" shall have the meaning set forth in SC 1.2(c).

"Special Installation Tools" shall have the meaning ascribed in the Special Condition entitled "Buyer's Obligations."

"Software" shall mean the Seller's proprietary computer software and software security devices provided by the Seller under the General Condition entitled "Software License".

"Startup and Commissioning" shall mean the preparation of each Unit for commercial operation as more fully described in the Technical Specification.

"Subcontractor(s)" shall mean any corporation, partnership, or individual having a contract with the Seller to supply labor or other services to be performed at the Site in connection with this Contract.

"Supplier(s)" shall mean any corporation, partnership, or individual having a contract with the Seller to supply material, equipment, labor, goods, or services to the Seller in connection with its obligations under this Contract, other than contract labor or other services to be performed at the Site.

"Technical Specification" shall have the meaning ascribed in the Contract.

"Termination Schedule" shall mean the schedule of termination charges set forth in Attachment 3 to the Contract.

"Third-Party Software" shall mean any proprietary computer software owned by a third party that the Seller provides to the Buyer.

"Time of Completion" shall mean ten (10) days from Mechanical Completion.

"Transportation Route" shall mean all roads, bridges, drainage and utility structures and lines, signs, ditches, surrounding trees, land or other related parts of the route selected for Delivery.

"Turbine Completion" shall have the meaning ascribed in the Special Condition entitled "Mechanical Completion and Turbine Completion".

"Turbine Completion Liquidated Damages" shall have the meaning ascribed in SC 1-9(c).

"Unit" shall mean a single wind turbine and its associated generator, together with those accessories associated only with that turbine.

"Unit Price" shall mean that portion of the Contract Price allocable to a single Unit.

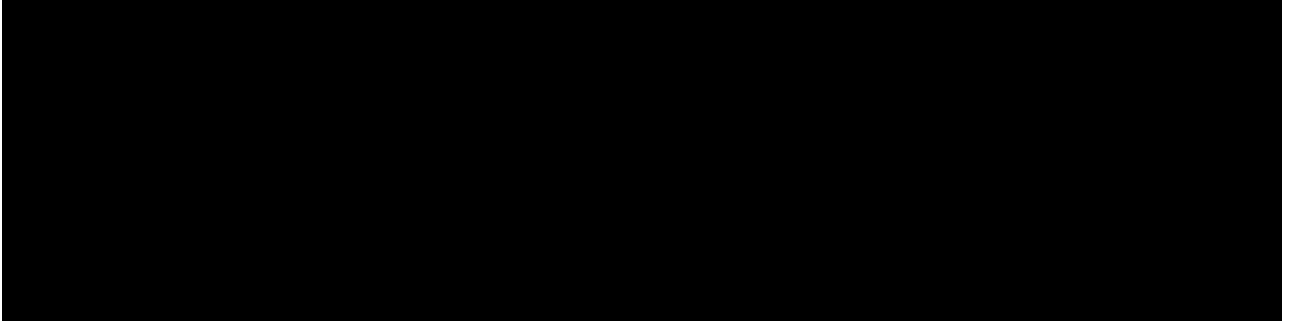
"Unloading Time" shall have the meaning as ascribed in paragraph 5 of Appendix A of Attachment 2.

"Warranty Period" shall mean for each Unit and related Turbine Equipment, the earlier of: (i) twenty-four (24) months after Turbine Completion of such Unit, or (ii) thirty (30) months after Shipment of the last Major Component of such Unit (the "Warranty Period"), or such other date to which the Warranty Period is extended pursuant to SC 1-11(c).

"Warranty Service" shall have the meaning set forth in SC 1-11(d).

"Work" shall have the meaning ascribed in Article 2 of the Contract.

**APPENDIX A
SECTION 4
SALES AND USE TAX**



**APPENDIX A
SECTION 5
BUYER HSSE REQUIREMENTS**

To be provided at least sixty (60) days in advance of Seller's arrival on the Site.

**First AMENDMENT TO THE
CONTRACT FOR THE SALE OF POWER GENERATION EQUIPMENT
AND RELATED SERVICES**

This First Amendment to the Contract for the Sale of Power Generation Equipment and Related Services (the "Amendment"), is made and entered into as of [REDACTED], [REDACTED] by and between DTE Electric Company ("DTEE") a corporation organized and existing under the laws of Michigan with a principal place of business at One Energy Plaza, Detroit, Michigan 48226 (the "Buyer") and General Electric Company ("GE"), a corporation organized and existing under the laws of New York, acting through its GE Energy business, having offices at 1 River Road, Schenectady, New York 12345, (hereinafter, "Seller").

WITNESSETH:

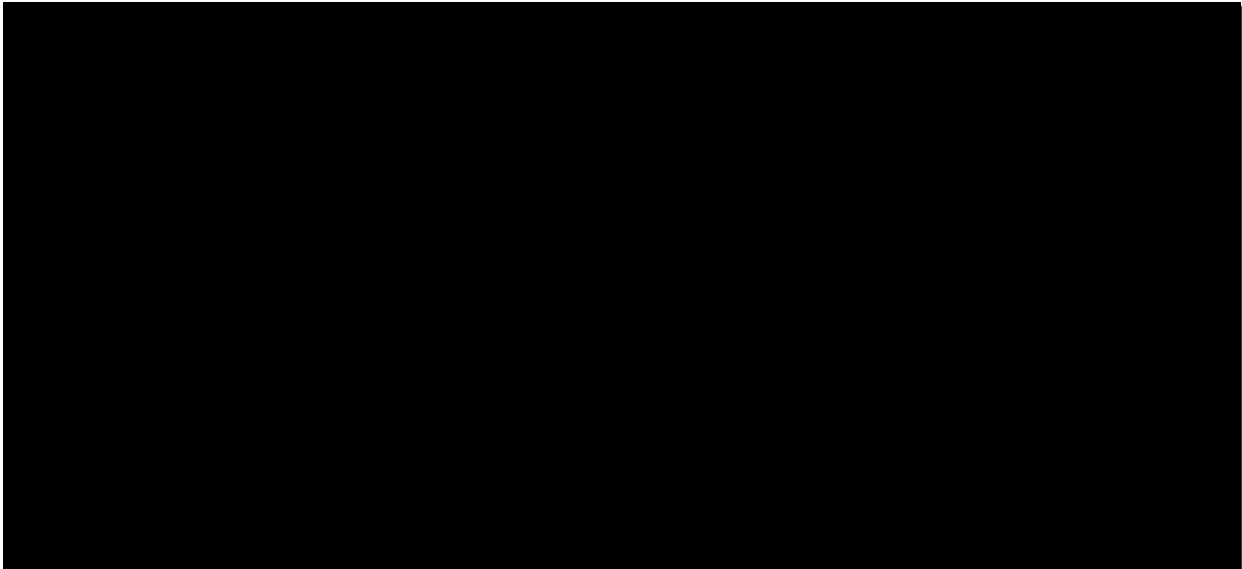
WHEREAS, Buyer and Seller entered into that certain Contract for the Sale of Power Generation Equipment and Related Services (the "Contract") dated as of July 30th, 2014;

[REDACTED]

WHEREAS, the Parties have determined that it is in their mutual best interest to further amend the Contract as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Amendments. The Contract is hereby amended as follows:



2. Incorporation of Amendment into Contract.

This Amendment is executed in connection with, and is deemed to be a part of, the Contract. Upon the execution of this Amendment, this Amendment shall thereafter automatically become a part of the Contract. Wherever the terms of this Amendment and the terms of the Contract are in conflict, the terms of this Amendment shall govern and control. The initial capitalized terms used herein, unless otherwise defined in this Amendment, shall have the meanings ascribed to them in the Contract.

3. Due Authorization of Amendment.

The execution, delivery, and performance of this Amendment has been duly authorized by all requisite corporation action and this Amendment constitutes the legal, valid and binding obligation of Buyer and Seller, enforceable against each Party in accordance with its terms.

4. Counterparts.

The Parties acknowledge and agree that this Amendment may be executed in multiple counterparts, and transmitted via electronic mail or otherwise, each such counterpart (whether transmitted via electronic mail or otherwise), when executed, shall constitute an integral part of one and the same agreement between the Parties.

5. Status of Agreement.

Except as expressly modified by this Amendment, all of the terms, conditions, covenants, agreements and understandings contained in the Contract, as amended, shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the Parties.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK.]

SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Amendment and affixed their signatures, effective on the date first written above.


Seller

GENERAL ELECTRIC COMPANY

Buyer

DTE ELECTRIC COMPANY

By:




(Signature)
D. Dylan Reeves

(Printed Name)
General Counsel

(Title)
10/31/14

(Date)

By:



(Signature)
D.J. Wagner

(Printed Name)
Buyer

(Title)
10/30/14

(Date)

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's own motion,)
regarding the regulatory reviews, revisions,)
determinations, and or approvals necessary for)
DTE ELECTRIC COMPANY f/k/a THE)
DETROIT EDISON COMPANY to fully comply)
with Public Acts 286 and 295 of 2008)
_____)

Case No. U-17302-MWP
(Paperless e-file)

PROOF OF SERVICE

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

Estella R. Branson, being duly sworn, deposes and says that on the 4th day of November, 2014, she served a copy of DTE Electric Company’s Application For Ex Parte Approval of Wind Engineering, Procurement and Construction Agreement and Turbine Supply Agreement, and Related Relief, Affidavit of David B. Harwood and Affidavit of Rosemary Smalls-Tilford upon the persons on the attached service list via electronic mail.

Estella R. Branson

Subscribed and sworn to before
me this 4th day of November, 2014.

Karyn B. Kazyaka, Notary Public
Macomb County, MI
My Commission Expires: 7-21-2017
Acting in Wayne County

U-17302
SERVICE LIST
9/26/13

ADMINISTRATIVE LAW JUDGE

Theresa A.G. Staley
Administrative Law Judge
Michigan Public Service Commission
Michigan Administrative Hearing System
611 W Ottawa, St Fl 2
Lansing, MI 48933
staley@t@chigan.gov

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