

Contract Purchase Agreement : 6006343

Date : 05/08/2024



To :

Company Lightstar Renewables
Contact Brianna Fiorillo

Address 501 BOYLSTON ST
BOSTON, MA 02116

From :

Company City of Detroit
Contact Eric Cooper
Address 2 WOODWARD AVENUE
STE 1100
DETROIT, MI 48226
UNITED STATES

Phone 1-313-657-2746
Fax
E-mail

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This agreement between the City of Detroit and Lightstar Renewables is authorized for binding commitment. This agreement will be effective from **06/20/2024** to **06/30/2054**.

Chief Procurement Officer

Sandra Yu Stahl

Contract Purchase Agreement : 6006343

Date : 05/08/2024



Contract Agreement	6006343
Contract Agreement Date	05/08/2024
Change Order	0
Revision	0
Agreement Amount	0.00 USD

Procurement BU **City of Detroit**
2 WOODWARD AVENUE
STE 1100
DETROIT, MI 48226
UNITED STATES

Supplier **Lightstar Renewables**
Brianna Fiorillo
501 BOYLSTON ST
BOSTON, MA 02116

Notes USD = US Dollar

Procurement Specialist	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
Eric Cooper	2068064	Net 30	Account of Seller	Delivered	Lowest Cost Carrier
Phone 1-313-657-2746					
Start Date	End Date				
06/20/2024	06/30/2054				

Terms and Conditions :

Please see below for general conditions.

Special Terms :

Contract Purchase Agreement : 6006343

Date : 05/08/2024

TERMS AND CONDITIONS

Last Updated August 26, 2022

Acceptance of this Purchase Order constitutes acceptance of the City of Detroit's Non-Technology General Terms and Conditions or Technology General Terms and Conditions, as applicable. The applicable general terms and conditions are located on the City's website at the URL below:

<https://detroitmi.gov/departments/office-chief-financial-officer/ocfo-divisions/office-contracting-and-procurement/city-general-terms-and-conditions>

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Contract Terms and Conditions

PROCUREMENT POLICY

Procurement for the City of Detroit shall be carried out in a manner which provides a transparent, open, and fair opportunity for all eligible Suppliers to participate. This bid shall be made without collusion with any other person, firm or corporation making any bid or proposal, or who otherwise makes a bid or proposal. Suppliers must have a valid contract or Purchase Order with the signature of the Chief Procurement Officer to receive payment for goods or services rendered. Suppliers who perform work without a valid contract or purchase order will not be paid.

QUOTATIONS/PROPOSALS

Suppliers MUST electronically submit the bid quotation/proposal. Failure to submit will be grounds for rejection. In your quotation, a distinction between dollars and cents must be made. Illegible bids may be grounds for rejection of your bid.

RESPONSIBILITIES

The responsibilities under this (proposed) contract are that the City of Detroit is obligated during the period stipulated to purchase all its NORMAL REQUIREMENTS of the above referenced products and/or services from the Supplier, and the Supplier is obligated to supply the quantities and/or services which the City of Detroit requires for its operations. Requirements stated herein are approximate but are for entire normal requirements, whether more or less. Requirements stated are not guaranteed.

COMPLIANCE WITH LAWS AND SECURITY REGULATIONS

The Supplier shall fully comply with and shall require its associates to comply with: (1) federal, state and local laws, ordinances, code(s), regulations and policies applicable to this contract, including, but not limited to, all security regulations in effect from time to time on the City's premises; (2) codes and regulations for materials, belonging to the City or developed in relationship to this project; and (3) with the terms and conditions of the grant, and the requirements of the grantor agencies when grant funds that are specifically related to this Contract are expended.

The Supplier shall indemnify, defend, and hold the City harmless with respect to any damages arising from any violations of applicable laws and regulations by it or its associates. The Supplier shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Supplier shall require, as part of any subcontract that sub-Contractors comply with all applicable laws and regulations. The Supplier shall secure, at no extra cost to the City of Detroit, all Permits and Licenses necessary for the performance of the work and shall fully comply with all their terms and conditions.

EQUAL OPPORTUNITY

It is the policy of the City that women-owned businesses (WBE), minority-owned businesses (MBE), and certified Detroit businesses (DB) have a fair and equal opportunity to participate in the City's purchasing process. Therefore, the City of Detroit strongly encourages D/M/WBEs to compete for contracts, as well as encourage suppliers to hire D/M/WBEs as subcontractors to supply goods and/or services. The City of Detroit supports a robust free market system that seeks to include viable business and provides opportunity for business growth and development.

INSURANCE

The Supplier shall maintain, at a minimum and at its expense during the term of this contract, the following insurance:

- i. Worker's Compensation insurance with Michigan statutory limits and Employer's Liability insurance with limits of \$500,000.00 each accident, \$500,000.00 each disease, \$500,000.00 each employee. For Federal and State Funded Training Programs, the Supplier is required to secure worker's compensation insurance for all of its participants.

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ii. Commercial General Liability insurance with limits of \$1,000,000.00 per occurrence, subject to a minimum aggregate limit of \$2,000,000.00.

iii. Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance with a minimum combined single limit of \$1,000,000.00. Include MCS90 endorsement (if hazardous waste will be transported by vendor's auto) with minimum property damage limits of \$1,000,000.00 each occurrence.

If during the term of this contract, changed conditions or other pertinent factors, should in the reasonable judgment of the City, render inadequate the insurance limits, the Supplier will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Supplier's expense, under valid and enforceable policies issued by insurers licensed to conduct business in Michigan.

All policies shall name the Supplier as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days' prior notice to the City. The Commercial General Liability insurance policy shall name the "City of Detroit" as an additional insured. Certificates of insurance evidencing such coverage shall be submitted to the Office of Contracting and Procurement prior to the commencement of performance under this contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

SUBMISSION OF ANY REQUIRED BONDS OR INSURANCE

Receipt of bonds and/or insurance is part of the process of determining which Supplier may be recommended for award to the City Council. If cause is found to change the recommendation that a Supplier be awarded the contract, or if the City Council does not approve the recommendation, the City shall not be liable for any costs incurred by you in the bid process, including the cost of acquiring bonds and/or insurance.

INVOICING

All suppliers must register in the Supplier Portal for invoicing for payment. Invoice submission instructions for Supplier Portal usage can be found on the City of Detroit's website at <http://www.detroitmi.gov/Supplier>. Suppliers are required to be set up for Automatic Clearing House (wireless payments) in order to receive payment.

Invoices Must Meet The Following Conditions For Payment:

All invoices submitted against the contract must include part or item numbers and/or description. The quantity (for goods) and/or the amount (for services) must correlate to the price listed on the contract or purchase order.

Invoicing for goods and/or services should only be entered in the Supplier Portal after they have been shipped. Invoicing before is prohibited and will result in the delay in payment. Failure to comply is considered non-compliant to the terms of your contract or purchase order.

Timely submission of invoices will result in timely payments.

Questions should be directed to procurementinthecloud@detroitmi.gov.

PROTECTION OF WORK, PERSONS, AND PROPERTY

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During performance and up to the date of final acceptance, the Supplier shall be under absolute obligation to protect the finished and unfinished work against any damage, loss or injury. The Supplier shall take all reasonable precautions to protect the persons and property of the City from damage, loss or injury during performance under this contract.

CLEARANCES

The successful Supplier will be required to obtain approved clearances from the Income Tax Division, Revenue Collections Division and Human Rights Department prior to City Council approval of the contract. Clearance forms for these agencies can be found in the Oracle Fusion system. It is the Supplier's responsibility to obtain and maintain clearances. Approved clearances are not required to submit the bid, but will be required of the successful Supplier prior to City Council approval.

NON-DISCRIMINATION CLAUSE

In accordance with all Federal and State Legislation and Regulations governing Fair Employment, including, but not limited to, Title VII of the Civil Rights Act of 1964 the Michigan Civil Rights Act and the Michigan Handicappers Civil Rights Act, the Supplier agrees that it will not discriminate against employees or applicants for employment with respect to hire, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the ability of the individual to perform the duties of a particular assignment or position. The Supplier recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against the Supplier or its sub-Contractors, or both, in order to provide for efficient cooperation and coordination in the handling of Contract compliance programs as provided in the Elliott-Larsen Civil Rights Act, as amended, and the Michigan Handicappers Civil Rights Act, as amended. The Detroit Human Rights Department, The Detroit Human Rights Commission, the Michigan Department of Civil Rights and the Michigan Civil Rights Commission by mutual agreement, have authorized the Detroit Human Rights Department in a contract compliance program to monitor all Suppliers doing business with the City and to review the employment practices of Suppliers seeking to do business with the City prior to entering into a contract so that the mandates of Section 209 of the Michigan Civil Rights Act are carried out. The Supplier agrees to include this paragraph number 3 in any subcontract. Breach of this covenant may be regarded as a material breach of the contract.

UNIT PRICES, NOTATIONS, AND WORKMANSHIP

Prices and notations must be typed or in ink. Prices shall be for new items only unless specified otherwise in this Bid Response Document. No erasures or "white-outs" are permitted. Mistakes may be crossed out and corrections entered and initialed in ink by the persons signing the bid document. Unit prices shall be stated based on units specified. The Supplier may quote on all or a portion of a quantity as specified. Quote on each item separately and indicate brand name or make. All materials furnished must be new, of latest model and standard first-grade quality, of best workmanship and design, unless expressly specified.

PRICES QUOTED

Prices quoted must be net of discounts. Discounts will be considered in the determination of best value Supplier, provided discounts correspond for the duration of the contract. Where net is equal to bid with discount deducted, award will be made to the net bid. The Supplier shall extend and total the bids.

SALES TAX EXEMPTION

The City is exempt from sales tax on those articles which the City buys for its own use. Articles bought by the Supplier and incorporated into other products are taxable to the Supplier. Such tax should be included in the price and will not be paid as an extra by the City. Sales tax is excluded from incorporated products when the final product is sold to non-profit housing projects.

SPECIFICATIONS, CHANGE OF SPECIFICATION, AND ERRORS OR OMISSION

Specifications which refer to brand names are given for reference. Suppliers may quote on equivalent articles, provided that brand name and catalog number(s) and any deviations are noted on the bid form and complete descriptive literature is furnished. Exceptions will state "Do Not Substitute." The decision of the City shall be final. If any of the terms and conditions prevent you from bidding, or if you wish to request revisions of specifications, or a change in quantity which will result in lower unit cost to the City, or get an interpretation, your request will receive consideration if presented to the City as much in advance of bid submission deadline as possible. If any change is found desirable while the bid is current, the City will notify the Suppliers of the bid revision electronically and if required extend bid submission date. Suppliers are

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not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they be discovered before bid submission date.

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation. Other products and/or services may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations will be grounds for rejection of your bid.

The decision of the City of Detroit, acting through the Chief Procurement Officer, shall be final as to what constitutes acceptable deviations from specifications.

RECEIPT OF BIDS

Bids must be received by the Office of Contracting and Procurement through the electronic bid system (e.g. Oracle Fusion) prior to the date and time specified on the face of this bid package unless otherwise authorized. Late bids cannot be accepted except in extenuating circumstance such as Oracle Fusion system failure. The responsibility of getting bids to the Office of Contracting and Procurement on time rests entirely with the Supplier.

WITHDRAWAL

No bid shall be withdrawn for (90) ninety days from submission deadline unless otherwise stated in this bid form. Suppliers may reduce this period if stated on bid, but such bids may be rejected on the basis of the reduced time period.

AWARD CONDITIONS

The City reserves the unqualified right to award by item(s) unless otherwise stipulated, to waive any irregularity in any bid or to reject any and all bids when, in the judgment of the City, the best interest of the City will be served.

The award of a Contract will not be made to any Supplier who is in arrears in City taxes. Article V, Chapter 18 of the Detroit City Code, forbids the award of any contract to person(s) who are in arrears of City real estate, personal property and/or income taxes. To ensure compliance with the above ordinance, Suppliers may check the City of Detroit website, www.detroitmi.gov. All awards will be made in accordance with the provisions of Article V, Chapter 18 of the Detroit City Code which provides for purchasing and disposition of property consistent with the City Charter.

CONTRACT ACCEPTANCE

The successful Supplier shall be notified of the award of a contract by the City of Detroit upon issuance of a "Contract Award Notice" or a Purchase Order from the Office of Contracting and Procurement. The "Contract Award Notice" shall contain the date the contract award was approved.

START OF WORK

No Contract shall become effective until the Contract has been approved by the required City Departments, signed by the City of Detroit Chief Procurement Officer, and approved by resolution of the Detroit City Council. Prior to the completion of this approval process, the Supplier will have no authority to begin work on this Contract. The Chief Procurement Officer shall not authorize any payments to the Supplier prior to such approvals, nor shall the City incur any liability to reimburse the Supplier regarding any expenditure for the purchase of materials or the payment of services

INSPECTION

All articles are subject to inspection and testing. In case any articles are defective in material and/or workmanship, or otherwise fail to meet requirements of this bid, the City shall have the right to reject or retain and correct such articles. The Supplier shall pay the City for expenses incurred in correcting defects. Rejected articles will be returned to Suppliers at their expense for handling, packing and transportation.

SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior, written approval of the City and any grantor agency, if required.

ASSIGNMENT

A Supplier shall not assign any purchase order or Contract or any monies due therefrom without prior approval of the City. Contact the Contracting and Procurement Specialist for proper procedure.

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DEFAULT

Default is defined as the failure of the Supplier to fulfill the obligations of their Contract. An event of default shall be construed as a material breach of this Contract.

DAMAGES FOR BREACH OF CONTRACT

The Supplier shall be liable to the City for any damages it sustains by virtue of the Supplier's breach, or any reasonable costs the City might incur enforcing or attempting to enforce this Contract, including, but not limited to, reasonable attorney's fees. The City may withhold any payment(s) to the Supplier for the purpose of set-off until such time as the exact amount of damages due to the City from the Supplier is determined. It is expressly understood that the Supplier will remain liable for any damages the City sustains in excess of set-off. If the Contract is terminated for breach of Contract, the City may take over the services, and pursue the same to completion by Contract with another party or otherwise, and the Supplier shall be liable to the City for any and all costs occasioned to the City thereby. The City may assess upon the Supplier, for failure to meet any provision or condition of the Contract, liquidated damages up to the amount of 15% of the total contract price, or the amount of the cost incurred for the breach. Other remedies shall also be available to the City. The previous provisions outlined herein shall be in addition to any and all other legal or equitable remedies permissible.

TERMINATION OF CONTRACT FOR CONVENIENCE

The City reserves the absolute right to terminate this contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Supplier.

TERMINATION OF CONTRACT FOR CAUSE

The Supplier agrees that the City shall have the right to terminate the City's Contract with the Supplier for cause, as determined by the Chief Procurement Officer, without any liability whatsoever, upon the giving of ten (10) days' notice. Cause is an event of default due to the Supplier's failure to fulfill its obligations under the Contract.

At any time during the term of the contract the City may terminate the agreement for reason of poor or deficient work performance, inability of the Supplier to cure poor or deficient work performance, inability of the Supplier to supply trained competent technicians, or lack of service as described in this agreement by giving a 10-calendar day notice in writing. EITHER party may terminate the agreement by giving a 90-calendar day written notice to terminate.

AUDIT, INSPECTION OF RECORDS AND COST VERIFICATION

The City reserves the right to audit the Supplier's payroll records to verify labor charges for work performed under this Contract upon 72 hours' notice. The Supplier shall permit the authorized representative of the City to inspect and audit all data and records of the Supplier relating to its performance under this Contract during the term of the Contract and for three (3) years after final payment. All records relating to this Contract shall be retained by the Supplier during the term of the Contract and for three (3) years after final payment for the purpose of such audit and inspection.

INDEMNITY

The Supplier agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims costs, charges, losses and expenses (including without limitation, fees and expenses for attorneys, expert witnesses and other consultants), which may be imposed upon, incurred by or asserted against the City by reason of any negligent or tortious acts, errors, or omissions attributable to the Supplier, or any failure by the Supplier to perform its contractual obligations during the term of this Contract. This provision shall apply to all matters whether litigated or not, and shall include disputes between the Supplier, the City of Detroit, and any negligent or tortious acts, errors, or omissions attributable to the Supplier, its sub-Contractors or Agents.

CONFLICT OF INTEREST

The Supplier covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the services under this Contract. The Supplier further covenants that in the performance of this Contract no person having any such interest shall be employed. The Supplier further covenants that no officer, agent, or employee of the City and no other public official who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract has any personal or financial

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interest, direct or indirect, in this Contract or in the proceeds thereof via corporate entity, partnership, or otherwise. The Supplier also hereby warrants that it will not and has not employed any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage, contingent fee, other than bona fide employees working solely for the Supplier either directly or indirectly, and that if this Warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Supplier hereunder, any amounts of any such commission, percentage, brokerage, or contingent fee.

In accordance with Section 4-122 of the Detroit City Charter, the contractor shall provide a statement listing all political contributions and expenditures ("Statement of Political Contributions and Expenditures"), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns, to elective City officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses. The Contract is not valid unless and until the Statement of Political Contributions and Expenditures is provided. The Statement of Political Contributions and Expenditures shall be filed by the contractor on an annual basis for the duration of the Contract, shall be current up to and including the date of its filing, and shall also be filed with all contract renewals and change orders, if any.

CHANGE IN SUPPLIER INFORMATION

Supplier shall notify the Office of Contracting and Procurement upon any change of address, telephone number, facsimile number and electronic mail address, where applicable, within five (5) business days of such change. The notice shall be submitted in writing to procurementinthecloud@detroitmi.gov identified on the Purchase Order and shall include all of Supplier's changed information and the effective date of such change.

TAXPAYER IDENTIFICATION NUMBER

Supplier shall notify the Chief Procurement Officer and the Income Tax Administrator of the City upon the change of Supplier's taxpayer identification number. Such notification shall be in writing; shall include at a minimum, the Supplier's taxpayer identification number in use by the City, Supplier's new taxpayer identification number and all contract and purchase order numbers under which the Supplier is currently providing goods and services to the City; and, shall be electronically submitted to the City within five (5) business days of Supplier's receipt of confirmation of the registration of the new taxpayer identification number by the Internal Revenue Service. Failure of the Supplier to supply the information required, may be deemed an event of default at the sole discretion of the City.

SETOFF

In addition to Supplier's obligation to not become in arrears to the City for any obligation owed to the City, City shall have the right to recover from payment owed to Supplier by City, delinquent withholding, corporate and property tax liabilities owed to the City by Supplier. The City's right of recovery shall be a setoff against those payments owing to Supplier by virtue of this, or any current City Contract. The City will provide written notice to Supplier of any intention to invoke its right to setoff payments due to Supplier under this Contract against delinquent withholding, corporate and property tax liabilities owed. Such written notice shall be delivered to Supplier at the address provided in the Contract/Purchase Order.

SUPPLIER COMMITMENT

By submitting this bid or proposal, the Supplier commits and legally binds itself to provide to the City of Detroit the goods/services in this bid at the time, place, manner and pricing set forth in the bid as accepted by the City.

OFFICE OF THE INSPECTOR GENERAL

In accordance with Section 2-106.6 of the City Charter, any Contract resulting from this bid shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to any Contract resulting from this bid has an interest in the Contract and fails to disclose such interest.

This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to any Contract resulting from this bid. A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.

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Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.

Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.

In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.

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Contract Signatures

CONTRACT
BETWEEN CITY OF DETROIT AND LIGHTSTAR RENEWABLES, LLC FOR
SOLAR PHOTOVOLTAIC ENERGY DEVELOPMENT
ON CITY-OWNED PROPERTY

This Contract ("Contract" or "Agreement") is entered into as of June 20, 2024 (the "Effective Date") by and between Lightstar Renewables, LLC, a Delaware limited liability corporation with offices at 501 Boylston Street, 10th Floor, Boston, MA 02116 ("the Contractor" or "Lightstar") and the City of Detroit, a Michigan municipal corporation, acting through its Public Lighting Department, whose principal address is 2 Woodward Ave, Detroit, Michigan ("the City" or "Detroit"). Each of Lightstar and Detroit may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

A. In order to meet its goals to reduce its greenhouse gas emissions and its contribution to climate change that has led to hardships for inhabitants of the City, the City of Detroit seeks to offset 100% of its electricity usage for the City's operations with locally-generated solar power ("Solar Initiative").

B. The Parties recognize that certain City property has been nominated to host solar development for this purpose (including the interconnection route as determined by Lightstar, the "Solar Project Property") by residents of the City of Detroit, and that provision of certain energy efficiency upgrades to qualified City residents is an integral part of the development of projects in the Solar Initiative. The Solar Project Property as currently contemplated on the date hereof is depicted on Exhibit 7-1 and Exhibit 7-2 hereto.

C. Lightstar is willing to develop, design, construct, own and operate certain renewable energy generation projects ("Solar Projects") on Solar Project Property under a virtual power purchase agreement ("VPPA") framework, in which the City will receive all of the green attributes of each Solar Project, including but not limited to Renewable Energy Credits that are created when power is produced, and Lightstar will sell the electricity and related attributes in compliance with applicable laws including but not limited to the Federal Power Act and the Public Utility Regulatory Policies Act ("PURPA") and the Federal Energy Regulatory Commission ("FERC") implementing regulations;

D. For each Solar Project, upon completion of certain milestones discussed herein, a subsidiary or affiliate entity of Lightstar (each a "Project Company") will enter into a VPPA, a Lease, and a Neighborhood Agreement in substantially the form of the sample documents appended herein; and

E. The Parties anticipate that Lightstar will initially develop two Solar Projects: one at the "State Fair" site and one at the "Gratiot/Findlay" site, each an "Initial Site."

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and intending to be legally bound, Lightstar and the City agree as follows:

1. Real Property Acquisition and Pre-Construction Activities

The City shall acquire all necessary land rights to the Solar Project Property for each Initial Site before Lightstar shall have the obligation to construct the Solar Project at such Initial Site. The date upon which the City informs Lightstar of the acquisition of all necessary land rights to the Solar Project Property necessary for the development, construction, and operation of Solar Projects at the Initial Sites is the “Acquisition Date.”

If the City notifies Lightstar that it is unable to obtain the necessary land rights to the Solar Project Property (or so much of the Solar Project Property needed to develop, construct, and operate a Solar Project at an Initial Site), then neither Party shall be obligated to enter into a Lease or VPPA as to that Initial Site. If the City notifies Lightstar that it is unable to obtain the necessary land rights for the Solar Project for both Initial Sites, either Party may terminate this Agreement. Upon any such termination under this Section, (1) this Agreement shall cease to be of any force or effect, (2) neither Party shall have any further obligations or liability to the other under this Agreement except as provided in this Section 1, and (3) neither Party shall be responsible to the other for any costs incurred pursuant to this Agreement or the Solar Projects except as provided in this Section 1.

Notwithstanding the foregoing, Lightstar and the City agree that the City authorizes Lightstar to undertake certain pre-construction activities after issuance by the City of the Notice of Authorization but prior to the Acquisition Date (the “Pre-Construction Activities”) for each Initial Site. The Pre-Construction Activities for each site may include, without limitation, initial design work, application for interconnection of the Solar Projects and execution and administration of the residential energy efficiency benefit program described in Exhibit 4-C but shall not include costs of negotiation of any Neighborhood Agreement. Lightstar agrees that it will diligently undertake initial interconnection activities and the residential energy efficiency benefit program after it receives a Notice of Authorization. If either Party notifies the other that it will not enter into a Lease and VPPA as to a Solar Project on an Initial Site under the foregoing paragraph, or if the Parties terminate this Agreement due to a decision not to execute agreements as Solar Projects on both Initial Sites pursuant to this Section 1, the City agrees it will reimburse Lightstar for its actual, out-of-pocket costs for Pre-Construction Activities in an amount not to exceed \$2,000,000 per Solar Project within sixty (60) days after Lightstar supplies the City with commercially reasonable documentation showing that such expenses were actually incurred.

2. Effective Date and Term; Decommissioning

A. This Agreement shall become effective as of the Effective Date, and Lightstar may commence Pre-Construction Activities upon issuance of a “Notice of Authorization”, which shall be issued following receipt of all approvals by the required City departments, the City Council, Corporation Counsel, and the City’s Chief Procurement Officer required for this Contract to be valid and enforceable against the City. Except as specifically provided herein, no amounts shall be due by the City to Lightstar under this Agreement until after the date the City receives written notice from Lightstar, in the form attached as Exhibit 1 (“Notice of Commercial Operation”) that a Solar Project is generating energy for an Initial Site under this Agreement and has achieved “Commercial Operation” (as defined in the applicable VPPA), which shall be the “Commercial Operation Date”. The term of this Agreement shall continue until all Solar Projects are

decommissioned and every Lease terminates (the “Term”) unless otherwise terminated as provided in this Agreement.

B. The Parties agree that the termination of this Agreement does not create any costs that are in addition to the costs for termination of the associated Leases and/or VPPAs.

C. Within one hundred eighty (180) days of the expiration of a Lease, or in the event of an earlier termination of a Lease, the payment of any termination payment owed by the City pursuant to the applicable VPPA or Lease, if any, Lightstar shall decommission the Solar Project at such leased site, or cause such Solar Project to be decommissioned by Project Company. Decommissioning of the Solar Project shall include the following: (i) removal of the Solar Project and all of its components, including but not limited to, solar arrays, the perimeter fence, and above ground transformers and junction boxes; (ii) removal of structures (including any foundations) to a depth of not more than forty-eight (48) inches below the surface of the land; and (iii) return of the Premises to a condition substantially similar to its predevelopment condition. The City hereby grants Lightstar and its employees, subcontractors, and affiliates a license to enter onto the premises leased by the City for a Solar Project for the purpose of performing such decommissioning, notwithstanding the expiration of such Lease.

D. Lightstar shall deliver to the City a decommissioning plan and a Memorandum of Decommissioning Plan for each Solar Project in a form recordable at the Wayne County Register of Deeds, in a form reasonably acceptable to the City, prior to the applicable Commercial Operation Date. The decommissioning plan shall include financial assurance in the form of a bond, a parent company guarantee, or an irrevocable letter of credit, equal to the estimated cost of decommissioning the Solar Project, as calculated by a third party with expertise in decommissioning. The financial assurance may be posted in increments as follows:

- a. At least 25% by the start of full Commercial Operation for a site;
- b. At least 50% by the start of the fifth year of Commercial Operation at such site; and
- c. 100% by the start of the tenth year of Commercial Operation at such site.

Lightstar or the Project Company shall maintain the financial assurance until the Solar Project is decommissioned or the Solar Project is purchased by the City pursuant to its purchase options contained in the VPPA or the Lease.

3. Project Sites; Solar Property Lease.

A. Lightstar shall initially develop two Solar Projects: one at the “State Fair” site and one at the “Gratiot/Findlay” site, each an “Initial Site.”

The City will be responsible for acquiring all necessary land rights to all real property on which each Solar Project will be developed in accordance with Section 1 and demolishing all structures (including but not limited to filling in basements to be level with the surrounding property and compacting the fill and removing all paved areas (such as driveways, parking areas, and walkways, other than public streets, alleys, and sidewalks) and capping all gas lines) (the “Site Preparation Work”) on each Initial Site prior to granting the lease to Lightstar necessary for each Solar Project’s construction and operation, which lease shall be in substantially the form attached

hereto as Exhibit 3 (“Lease”), and contingent upon required governmental approvals, including, without limitation, approval by the City Council.

The date on which the City notifies Lightstar that it has obtained all necessary land rights for a Solar Project, completed the Site Preparation Work, and obtained all necessary legislative approvals, including, without limitation, approval by the City Council shall be the “Site Finalization Date”.

The City and Lightstar shall meet on a mutually agreeable date in November 2024 to review the status of land acquisition and inform Lightstar as to the expected Site Finalization Date for each Initial Site. Not less than two weeks prior to such meeting, the City shall provide a title pro-forma by parcel and a list of any encumbrances that it does not intend to extinguish, acquire, or otherwise have removed prior to the Site Finalization Date. Lightstar shall notify the City not later than thirty (30) days after such meeting of any objections to the proposed necessary land rights which Lightstar believes could unreasonably inhibit the development, construction or operation of the Solar Project. The City and Lightstar will work together in good faith to remedy such title objections. The City acknowledges that remedy of such objections may involve the City’s exercise of eminent domain under the Resolution of Necessity.

If any encumbrance (whether or not identified in the City’s title pro forma) or physical condition exists on the Solar Project Property that, in the reasonable determination of Lightstar, inhibits the development, construction or operation of the Solar Project and cannot be remedied by the date that is sixty (60) days after Lightstar’s notice of objection thereto, then the Parties agree to work together to determine if the affected parcel or parcels can be excluded from the Solar Project Property without materially affecting the expected output of the Solar Project. If such parcel or parcels can be so excluded without materially affecting the expected development, construction, or output of the Solar Project, then such parcel shall be removed from the Solar Project Property; provided that the City shall reimburse Lightstar for any reasonable costs associated with design or layout changes resulting from such exclusion. If any such encumbrance or physical condition cannot be remedied by the date that is sixty (60) days after Lightstar’s notice of objection thereto and exclusion of the parcel, in the reasonable determination of Lightstar, would materially adversely affect the expected development, construction, or output of the Solar Project, the City and Lightstar agree to work together in good faith to identify a mutually agreed upon resolution, which may include altering the Solar Project or Solar Project Property to modify the Project output limitation in a manner that does not cause the City’s total projected expenditure to exceed the level expected had the parcel not materially affected the output of the Solar Project. If the Parties are unable to agree on such a resolution, then neither Party shall have any obligation to enter into a Lease or VPPA with respect to such Solar Project, and Lightstar shall be entitled to recover its actual, out-of-pocket costs for Pre-Construction Activities with respect to such Initial Site as set forth and subject to the limitations in Section 1.

The exact area and parcels covered by a Lease and contained within the Initial Sites shall be subject to (i) the mutual approval of both Lightstar and the City, provided that Lightstar shall not reject any parcel from inclusion in the Initial Site that is currently reflected on the proposed map of an Initial Site attached hereto as Exhibit 7 except as expressly provided in Section 1 and this Section 3, and (ii) the City’s ability to secure title to the parcels included within the proposed map of each Initial Site. The City shall retain oversight of its real property throughout the Term

and shall have certain rights of inspection of the Solar Project as stated in the Lease to enforce compliance with this Agreement, any Neighborhood Agreement and all applicable laws and regulations, including but not limited to the City Code.

If Lightstar or a Project Company (as defined herein) are not taking active steps to develop, construct, or operate a Solar Project on the applicable Solar Project Property for more than one hundred eighty (180) consecutive days, the City shall have the right, upon thirty (30) days' written notice to Lightstar, to terminate the applicable VPPA and Lease for such Solar Project; provided that the following conditions shall not be deemed to be a failure to use the site for a Solar Project: (i) curtailment of power, (ii) nonuse due to any action or omission of the City, (iii) interruptions due to access or maintenance on easements for utility infrastructure, or (iv) a decision not to place infrastructure on a single parcel or portion of a parcel due to the design of the Solar Project, provided such parcel is maintained as part of the Solar Project. Nothing in this Section shall be read to amend or replace the Force Majeure provisions of this Agreement.

B. The Parties agree that the City and Lightstar may agree to develop additional Solar Project sites that Lightstar included in its response (dated February 23, 2024) to the City's Request for Proposal (RFP No. 184254) (each, an "Additional Site"). The development of a Solar Project at the Additional Site shall be subject to the mutual approval of the Parties, the City acquiring all necessary land rights in each Additional Site, the agreement by the Parties to an amendment to this Agreement, as necessary, to add such Additional Site to the Solar Project Property (or agreement to a separate contract for the Additional Site that is substantively the same as this Agreement), the approval of the development of a Solar Project at such Additional Site pursuant to a duly adopted resolution by the Detroit City Council and approved by the Mayor of the City of Detroit, the execution of a Lease and VPPA in substantially the form provided in this Agreement, and the execution of a Neighborhood Agreement with the Additional Site's nominating community group. For the avoidance of doubt, the provisions of Sections 3(A), (C), (D) and (E) will apply to any such Additional Site.

C. Nothing in this Agreement shall be read to allow Lightstar to use the City's real property for any purpose not explicitly authorized by this Contract or the Lease. Lightstar is not authorized to operate any portion of the Solar Project for the benefit of any entity other than Lightstar, the Project Companies, and the City, except that it may deliver energy to the off-taking utility or system operator, satisfy the requirements of an agreement with the host community group, its obligations under law, and to conduct an agrivoltaic demonstration project as described in the Lease.

D. At any time deemed prudent by Lightstar after the City has obtained title to the applicable parcels, Lightstar may conduct all environmental, physical, geotechnical and other due diligence it desires on the Solar Project Property and the City shall cooperate in providing Lightstar and its consultants access to the Solar Project Property so that Lightstar may complete such due diligence. Such due diligence shall be subject to the Right of Entry Terms set forth on Exhibit 5. The City shall provide Lightstar access to all parcels for at least ninety (90) days following the Site Finalization Date to perform due diligence activities, and Lightstar shall have ninety (90) days to perform such activities; provided, that this ninety (90) day period shall be extended as necessary due to any weather-related delays. Lightstar shall not be obligated to enter into any VPPA or Lease for a site with respect to which it has not been granted a Right of Entry pursuant to Exhibit 5 at

least ninety (90) days prior to the execution of such VPPA or Lease. If Lightstar's diligence uncovers a Recognized Environmental Condition (as defined in the Phase I standard) or other potential release of Hazardous Materials (collectively "Environmental Condition") or any other physical condition that would in the reasonable determination of Lightstar, inhibit the development, construction or operation of the Solar Project, in each case whether existing or potentially existing at the Premises, then the Parties agree to work together to determine if the affected parcel or parcels can be excluded from the Solar Project Property without materially affecting expected output of the Solar Project. If such parcel or parcels can be so excluded without materially affecting the expected development, construction, or output of the Solar Project, then such parcel shall be removed from the Solar Project Property; provided that the City shall reimburse Lightstar for any costs associated with design or layout changes resulting from such exclusion. If such Environmental Condition or other physical condition cannot be remedied by the date that is sixty (60) days after Lightstar's notice thereof and exclusion of the parcel, in the reasonable determination of Lightstar, would materially adversely affect the expected development, construction, or output of the Solar Project, the City and Lightstar agree to work together in good faith to identify a mutually agreed upon resolution, which may include altering the Solar Project or Solar Project Property to modify the Project output limitation in a manner that does not cause the City's total projected expenditure to exceed the level expected had the parcel not materially affected the output of the Solar Project. If the Parties are unable to agree on such a resolution, then neither Party shall have any obligation to enter into a Lease or VPPA with respect to such Solar Project, and Lightstar shall be entitled to recover its actual, out-of-pocket costs for Pre-Construction Activities with respect to such Initial Site as set forth and subject to the limitations in Section 1.

E. As used in this Agreement, "all necessary land rights" or any substantively similar phrase means that the City:

- 1) has record title to the Solar Project Property; and
- 2) has obtained a title policy evidencing that the City is the fee owner of the Solar Project Property.

The Parties acknowledge that while the Solar Project Property will be fenced and thus the public will no longer be permitted to use roadways within the Solar Project Property after the Acquisition Date, the City does not intend to vacate streets or alleyways within the Solar Project Property and does not intend to extinguish any easements for utility infrastructure in those rights of way, including but not limited to electrical, gas, water and sewer lines. Any Solar Project equipment placed over any underground utility infrastructure shall be ballasted or otherwise able to be removed in the event access must be granted for maintenance, operation, or repairs needed to such infrastructure; provided, if the Solar Project equipment needs to be moved or removed for the City or a utility provider to access utility infrastructure, the City shall reimburse the applicable Project Company for the costs described in Exhibit 3, Section 7.(b) of the VPPA within 30 days of Lightstar's delivery to the City of an invoice for such costs, expenses and losses. The invoice must provide records of incurred costs and expenses, as well as records of production by the undisturbed portion of the Solar Project, if any, or reasonable forecasts of projected production, and the percent of the Project represented by the moved or removed equipment, to substantiate the invoice. Lightstar shall use commercially reasonable efforts in the design of each Solar Project to

limit the amount of infrastructure placed on streets, alleyways, and sidewalks used as utility corridors.

Lightstar may, at its expense, obtain a policy of title insurance issued by the title company with the coverage and endorsements required by Lightstar and without exceptions, including any ALTA form Schedule B Section exceptions, other than encumbrances approved by Lightstar in its commercially reasonable discretion (a "Lightstar Title Policy"). To the extent that a simultaneous issuance or other discount is available based upon the issuance of the City's title insurance policy, the City shall cooperate with Lightstar to secure any such discounts.

City shall reasonably assist Lightstar or the applicable Project Company in obtaining any easement crossing agreements over existing easements.

F. Following the Site Finalization Date for an Initial Site, resolution of any title objections, encumbrances, physical conditions, or Environmental Conditions pursuant to Sections 3(A) and (D), and, if required, in Lightstar's reasonable determination, in connection with any anticipated financing with any Financing Party of the applicable Solar Project, Lightstar has received a commitment from a title insurer for the issuance of a Lightstar Title Policy reasonably acceptable to Lightstar, the Parties shall enter into a Lease and VPPA, which shall be on terms mutually acceptable to the Parties and to the extent applicable, substantially similar to the terms set forth in Exhibit 3, for a Solar Project for such Initial Site.

4. Projected Initial Fixed And Total Cost

A. The City and Lightstar agree that as of the Effective Date, the "Projected Initial Fixed Price" for a VPPA for the Gratiot/Findlay site shall be \$0.1530/kWh, and for the State Fair site shall be \$0.1489/kWh. The Parties agree that, unless otherwise agreed to by the Parties in writing, the Maximum Fixed Price (as defined and used in the applicable VPPAs) for the Gratiot/Findlay site shall not exceed \$0.1704/kWh, and for the State Fair site, shall not exceed \$0.1576/kWh, and that the Minimum Fixed Price (as defined and used in the applicable VPPAs) shall not be less than \$0.1362/kWh for the Gratiot/Findlay site, and \$0.1412/kWh for the State Fair site. The Parties hereby further agree and acknowledge that the following initial assumptions (in addition to other assumptions listed there) shall be reflected in Exhibit 1, Section 3(a) of the VPPAs for the Initial Sites: (1) interconnection costs for the Solar Projects will not exceed \$2,132,500 for the Gratiot/Findlay site or \$1,445,000 for the State Fair site, including any costs that may result from any interconnection limitation imposed by any utility company or from any changes associated with the metes and bounds of the Premises; (2) the cost to Lightstar of performing its obligations with respect to the residential energy efficiency program described in Exhibit 4-C for the Solar Projects will not exceed \$585,000 for the Gratiot/Findlay site or \$950,000 for the State Fair site; and (3) the cost to Lightstar of performing its obligations under each Neighborhood Agreement will not exceed \$400,000 for the Gratiot/Findlay site or \$750,000 for the State Fair site, exclusive of any costs of the residential energy efficiency program described in Exhibit 4-C.

B. The Projected Initial Fixed Prices are inclusive of all Taxes (as defined in the VPPA) at the rates in effect as of the Effective Date (to the extent that such rates are known or knowable on the Effective Date).

C. As stated in the form of the VPPA, the final Fixed Price may be less than the Projected Initial Fixed Price if the actual costs are below the amounts stated in the initial assumptions, or higher than the Projected Initial Fixed Price if the actual costs exceed the initial assumptions, but the Fixed Price may not exceed the Maximum Fixed Price and may not be less than the Minimum Fixed Price for each Initial Site.

D. In the event Lightstar believes that its costs are likely to increase by an amount that would cause the Fixed Price to exceed the Maximum Fixed Price (if there were no limit on increases to the Fixed Price above the Maximum Fixed Price), it shall notify the City of such fact and the differences from the initial assumptions underlying its belief. The Parties agree that they shall meet and determine if any changes can be made to the Solar Project that would result in a total projected expenditure by the City equal to or less than the expenditure that was projected based on the expected generation from the Solar Project multiplied by the Maximum Fixed Price; provided that neither Party shall be obligated to agree to any such changes.

E. To elucidate the operation of paragraph D above, the following examples are offered for illustration only and not to bind any party to any action or predetermine the commercial reasonableness of any solution:

- a. Interconnection costs at Gratiot/Findlay are projected to exceed the assumed cost by an amount sufficient to raise the final Fixed Price above the Maximum Fixed Price, but reducing the amount of kWh produced by the Solar Project would allow the City's total expenditure to be the same as if the initial projected generation had been produced at a lower price per kWh. In such a situation, the Parties could agree to a Fixed Price that exceeds the Maximum Fixed Price because the projected total expenditure would not change.
- b. Interconnection costs rise sufficiently to cause Lightstar to project that the Maximum Fixed Price would be exceeded, the Parties could agree to pursue those steps necessary to elect property tax treatment under Michigan PA 108 of 2023 to offset such costs such that the Maximum Fixed Price would not be exceeded.

5. Neighborhood Agreements and Benefits

A. Not later than one hundred and twenty (120) days after the Effective Date of this Agreement, Lightstar will use commercially reasonable efforts to enter into an agreement as further detailed in Exhibit 6 (a "Neighborhood Agreement") with the community organization that nominated the Initial Site (and within one hundred and twenty (120) days after the City's notification of election to develop any Additional Site) that identifies the fencing and screening of the site, and practices that will be followed during construction. The City shall be present all meetings between the neighborhood group and Lightstar to negotiate the Neighborhood Agreement. The City shall have the right to enforce the Neighborhood Agreement but shall not be responsible for carrying out any of the obligations under the Neighborhood Agreement.

B. Lightstar agrees that it will administer, in consultation with the City, a home energy efficiency program for each Solar Project site under this Agreement as described in Exhibit 4-C.

C. Lightstar shall agree to host, in cooperation with the City, a meeting not less than once a year for residents to discuss the operation of each Solar Project.

6. Compliance with Laws

A. Lightstar and anyone acting on its behalf shall comply with all applicable federal, state and local laws, ordinances, rules and regulations applicable to the Solar Project. Lightstar agrees to comply with the City of Detroit Professional Services Terms set forth in Exhibit 4-A, unless such terms conflict with any term of this Agreement, and shall require and use commercially reasonable efforts to ensure that any of its contractors to comply with such requirements (“Professional Services Terms”). Nothing in any related document shall require Lightstar to construct any infrastructure unrelated to the Solar Project.

7. Default and Remedies

A. Remedies following any event of default under any VPPA or Lease shall be governed by the terms of the applicable VPPA or Lease.

B. Neither Party shall have any liability under this Agreement.

8. Notices

Notices under this Agreement shall be sent to:

<p>If to Lightstar</p> <p>Lightstar Renewables LLC 501 Boylston Street, 10th Floor Boston, MA 02116 Attention: General Counsel Email: generalcounsel@lightstar.com</p>	<p>If to the City:</p> <p>City of Detroit Public Lighting Department 2 Woodward Ave., Detroit, Michigan 48226 Attention: Phone: Email:</p> <p>With a copy to:</p> <p>Corporation Counsel City of Detroit Law Department 2 Woodward Avenue, Suite 500 Detroit, Michigan 48226 Attention: Bruce Goldman Email: goldb@detroitmi.gov</p>
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A Party may change its address or email by written notice to that effect to the other Party. Notices given under this Section are deemed to have been effectively given upon receipt, if mailed via prepaid overnight mail by a reputable carrier or if delivered by courier. Notices will be deemed effectively given on the third business day following the day when the notice properly addressed

and postpaid is placed in the United States mail. It is expressly understood and agreed, however, that any notices referred to in this Agreement may first be delivered or sent electronically and that such notice shall be deemed to have been effectively given upon delivery, provided that a copy of such notice is mailed in accordance with the requirements above as soon as practicable thereafter.

9. Dispute Resolution and Governing Law

The law of the state of Michigan shall govern this Agreement. In the event a controversy, claim or dispute arises between the Parties regarding the application or interpretation of any provision of this Agreement or the breach, termination or validity thereof (each, a “Dispute”), the Party alleging the Dispute shall promptly notify the other Party of the Dispute. If the Parties shall have failed to resolve the Dispute within fifteen (15) days after delivery of such written notice, each Party shall, within five (5) business days after receipt of a written demand from the other Party to do so, direct a senior executive (for the City, the Director of the Public Lighting Department or other individual designed by the Mayor, and for Lightstar, an individual at the Vice President level or above) to confer in good faith within fifteen (15) business days to resolve the Dispute. Should the Parties’ senior executives be unable to resolve the Dispute to the Parties’ mutual satisfaction within twenty (20) business days, each Party shall have the right to pursue its rights and remedies under law or in equity. Any controversy or claim shall be brought in the Wayne County Circuit Court located in Detroit, Michigan, or in the Eastern District of Michigan, and the Parties agree not to contest jurisdiction or venue in such courts.

10. No Impairment of Rights

This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional or statutory requirement or other legal immunity of the Parties. Unless explicitly stated herein, this Agreement does not, and is not intended to, impair, divest, delegate or contravene any right, privilege, power, obligation, or duty of the Parties.

11. City Financial Reports

Lightstar acknowledges that the City publishes financial reports on the City’s investor relations website (cityofdetroitbonds.com). Lightstar may access such reports through such website or any replacement thereof. The City shall have no other obligation to deliver financial reports to Lightstar hereunder.

12. Miscellaneous

(a) This Contract shall not be valid or enforceable against the City unless approved by the required City departments, approved by the City Council, approved by Corporation Counsel, and signed by the City’s Chief Procurement Officer. This Agreement incorporates the Professional Services Terms stated in Exhibit 4-A to the extent such terms do not conflict with the provisions of this Agreement. In the event of a conflict between the terms set forth in the body of this Agreement and the Professional Services Terms, the terms set forth in the body of this Agreement will control. The terms and provisions of this Agreement shall not be modified or waived except by the execution by the Parties of a written amendment to this Agreement. The waiver by any Party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach or violation thereof. In the event of a conflict between

the terms and provisions of this Agreement and the terms of any VPPA or Lease, the terms of such VPPA or Lease shall govern, provided that the foregoing shall not release Lightstar from performing any obligation of Lightstar contained in this Agreement that is in addition to the obligations of the Project Company contained in the VPPA and the Lease.

(b) Any entity that succeeds by purchase, merger, consolidation or other transfer to the rights of Lightstar hereunder, either substantially or as an entirety, shall be entitled to the rights and will be subject to the obligations of its predecessor in interest under this Contract. The Parties recognize that the City is not transferring ownership rights to the underlying real property to Lightstar and thus only the rights contained in the Lease and the VPPA can be transferred or assigned to any entity. Notwithstanding the foregoing, the City acknowledges that Lightstar may obtain debt, equity financing, or other credit support from lenders, investors, or other third parties (each a "Financing Party"), provided that a federal government agency shall not be a Financing Party under this Contract. Lightstar may, without the prior written consent of City, assign, mortgage, pledge or otherwise directly or indirectly assign its interests in this Contract, any VPPA, Lease, or Neighborhood Agreement to (A) any Financing Party, (B) any entity through which Seller is obtaining financing from a Financing Party or (c) any affiliate of Lightstar or any person succeeding to all or substantially all of the assets of Lightstar. Lightstar shall remain primarily liable for all obligations under this Agreement, and in no event shall Lightstar be released from liability hereunder, following any assignment to an affiliate. No assignment of the obligations under any Neighborhood Agreement and decommissioning or any decommissioning reserve obligation shall be valid unless the assignee has supplied and maintains financial assurance that meets the decommissioning requirement under this Contract in a form acceptable to the City, which approval shall not be unreasonably withheld. Upon any assignment of the VPPA or Lease as permitted therein, Lightstar shall be released from its obligations under this Agreement to the extent relating to the applicable Solar Project arising or accruing after the date of such assignment, provided that the assignee has agreed, in writing, to assume all of the obligations of Lightstar under such VPPA and Lease, and any obligations of Lightstar hereunder with respect to such Solar Project, including, but not limited to, the obligation to decommission the Solar Project upon the expiration or earlier termination of the Lease.

(c) This Agreement shall not create any rights in third parties, and no provision of this Agreement will be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than the Parties unless explicitly stated.

(d) The recitals are specifically incorporated into this Agreement. This Agreement reflects the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect to the subject matter hereof.

(e) This Agreement may be executed electronically, or in multiple counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

The City and Lightstar, by and through their duly authorized officers and representatives, have executed this Agreement as of the below date(s):

City of Detroit:

Lightstar:

By: Brad O'Neil
Name
COO
Title

By: Tom Brown
Name
Chief Operating Officer
Title

THIS AGREEMENT WAS APPROVED BY THE CITY COUNCIL ON:

THIS AGREEMENT WAS APPROVED BY FRC ON:
(if FRC approval is not required, leave blank)

07/30/2024

06/20/2024

Date

Date

APPROVED BY LAW DEPARTMENT PURSUANT TO § 7.5-206 OF THE CHARTER OF THE CITY OF DETROIT

DocuSigned by:
Toni Stewart-Limmitt 8/8/2024
E0B0E8D84AC44CC...
Chief Procurement Officer Date
Toni Stewart-Limmitt

07/23/2024
Corporation Counsel Date

THIS AGREEMENT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE CHIEF PROCUREMENT OFFICER.

Exhibit 1
Commercial Operation Date Notice

FORM OF NOTICE OF COMMERCIAL OPERATION

City of Detroit
Public Lighting Department
2 Woodward Ave.,
Detroit, Michigan 48226
Attention: Director
Email: prymackj@detroitmi.gov

City of Detroit
Law Department
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226
Attention: Bruce Goldman
Email: goldb@detroitmi.gov

Reference is made to that certain Contract, by and between [Lightstar entity], a [] (“Lightstar”), and the City of Detroit, a Michigan municipal corporation (“City”), dated [_____] (the “Agreement”). Unless otherwise stated herein, all capitalized terms shall have the meaning given such terms as set forth in the Contract.

Lightstar hereby gives the City the Notice of Commercial Operation Date (“Notice”) under the Contract that [State Fair][Gratiot/Findlay] Solar Project is now generating energy under this Contract and will be commercially operational on or before _____ (the “Commercial Operation Date”) and (a) the Term of the VPPA shall continue until _____, and (b) the Term of the Lease shall continue until _____.

[Lightstar]

By: _____

Name: _____

Title: _____

Agreed and Accepted:

[Subscriber]

By: _____

Name: _____

Title: _____

Exhibit 2
Form of VPPA

**VIRTUAL POWER PURCHASE AGREEMENT
 BETWEEN CITY OF DETROIT AND [LSR PROJECT COMPANY] FOR
 SOLAR PHOTOVOLTAIC ENERGY DEVELOPMENT ON
 [INSERT SITE NAME]**

This Virtual Power Purchase Agreement (this “**Agreement**” or “**VPPA**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Seller below (the “**Effective Date**”).

Purchaser:		Seller:	
Name and Address	City of Detroit through its Public Lighting Department [_____] [_____] Attention: [_____]	Name and Address	[LSR Project Company] [_____] [_____] Attention: [_____]
Phone	() ____ - ____	Phone	() ____ - ____
E-mail	_____@_____	E-mail	_____@_____
Premises Ownership	Purchaser [X] owns [] leases the Premises. List Premises Owner, if different from Purchaser: N/A	Additional Seller Information	
Tax Status	[Property owned by Purchaser exempt, but Seller may be responsible for taxes under 189 PA 1953, MCL 211.181 et seq.]		
Project Name	[_____] (the “ System ”)		

This Agreement sets forth the terms and conditions pursuant to which, among other things, on a recurring basis (i) either Seller or Purchaser, as applicable, shall make a cash payment to the other Party based on the difference between the Fixed Price and the Floating Price for the Interval Quantity as further described herein; and (ii) Seller shall transfer and Purchaser shall accept Purchaser’s Share of the Environmental Attributes, including Future Environmental Attributes, if applicable. In the event anything in this VPPA conflicts with the Contract between the City of Detroit and Lightstar Renewables, LLC for Solar Photovoltaic Energy Development of City-Owned Property dated as of [___], 2024 (the “**Contract**”), the terms of this VPPA shall control.

The exhibits listed below are incorporated by reference and made part of this Agreement.

- Exhibit 1** Pricing
- Exhibit 2** System Description, Delivery Point and Premises
- Exhibit 3** General Terms and Conditions
- Exhibit 4** [Reserved]
- Exhibit 5** Purchase Option Pricing
- Exhibit 6** [Reserved]
- Exhibit 7** Approved EPC Contractors
- Exhibit 8** Fixed Price Adjustments

Purchaser: City of Detroit

Seller: [LSR Project Company]

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

Exhibit 1

Pricing

1. **Fixed Price:** \$[___/kWh],¹ increasing by two percent (2%) at the commencement of each Contract Year (the “**Fixed Price**”).

The first “**Contract Year**” shall commence on the Commercial Operation Date, and each subsequent Contract Year shall commence on the anniversary of the Commercial Operation Date.

“**Maximum Fixed Price**” shall mean [___/kWh].²

“**Minimum Fixed Price**” shall mean [___/kWh].³

2. **Fixed Price Assumptions.** The Fixed Price is based on the following assumptions (for the avoidance of doubt, the following are assumptions only for purposes of determining adjustments to the Fixed Price and do not limit the other rights and obligations set forth herein):

- a. A payment or performance bond is ___ is not X being issued to Purchaser under this Agreement.
- b. Interconnection costs for the System will not exceed \$[]⁴ in the aggregate, including any costs that may result from any interconnection limitation imposed by any utility company or from any changes associated with the metes and bounds of the Premises.
- c. The System will not have more than 5MW AC installed nameplate capacity.
- d. Statutory prevailing wage rates (e.g., Davis-Bacon) do X do not ___ apply.
- e. A Performance Guaranty is ___ is not X being provided.
- f. The cost to Seller of installing lighting, fencing, screening vegetation, and landscaping, and other costs incurred by Seller in performing its obligations (excluding costs of ongoing maintenance, grass mowing, and site security, and excluding the costs of performing Seller’s obligations with respect to energy efficiency improvements, which are addressed separately in paragraph (i) below) under the Neighborhood Agreement (including Seller’s and its subcontractors’ administrative costs related thereto) will not exceed \$[_____].⁵

¹ **Note to Draft:** [Gratiot/Findlay: \$0.1530; State Fair: \$0.1489.]

² **Note to Draft:** [Gratiot/Findlay: \$0.1704; State Fair: \$0.1576.]

³ **Note to Draft:** [Gratiot/Findlay: \$0.1362; State Fair: \$0.1412.]

⁴ **Note to Draft:** \$2,132,500 for the Gratiot/Findlay site and \$1,445,000 for the State Fair site.

⁵ **Note to Draft:** Gratiot/Findlay: \$400,000; State Fair: \$750,000.

Fencing Cost	Gratiot Findlay	State Fair
Linear Feet (LF) of Fencing	5130	10526
\$/LF Fence Cost	\$50.00	\$50.00
Total Fencing Cost	\$256,500.00	\$526,300.00

Vegetation Cost	Gratiot Findlay	State Fair
Vegetation Budget	\$143,500.00	\$223,700.00

- g. No modifications to the design of the System will be required under Section 5(b).
- h. Each System will receive a federal investment tax credit of 40%, and no other Incentives (as defined in this Agreement).
- i. The cost to Seller of performing its obligations with respect to efficiency upgrades as set forth in Exhibit 4-C to the Contract will not exceed \$[_____].⁶
- j. Real Estate taxes will not exceed 81.9 mills in the first year following the Commercial Operation Date.

3. Fixed Price Adjustments. Prior to the Commercial Operation Date, the Fixed Price shall be increased up to the Maximum Fixed Price or decreased down to the Minimum Fixed Price as set forth on Exhibit 8 to the extent Seller’s reasonably documented costs of performing its obligations under this Agreement are increased or decreased due to changes in the assumptions underlying the Contact Price assumptions as set forth in Section 2 of Exhibit 1. In no event shall the Fixed Price be decreased below the Minimum Fixed Price or increased above the Maximum Fixed Price unless agreed to in writing by the Parties; provided that, prior to the Commercial Operation Date, Seller shall have the right to terminate this Agreement upon written notice to Purchaser if: a) Seller reasonably expects to incur cost increases to those items listed in the Fixed Price assumptions which, in the absence of the Maximum Fixed Price limitation, would cause the Fixed Price to exceed the Maximum Fixed Price; and b) the Parties follow the procedures in Section 4(D) of the Contract but do not identify a commercially reasonable solution. In such event, Purchaser shall reimburse Seller for the Pre-Construction Activities (as defined in the Contract). On and after the Commercial Operation Date, the Fixed Price shall not be subject to any further adjustment.

4. Termination Payment Schedule. Upon a change in the Fixed Price stated Section 1 of Exhibit 1, the amounts set forth below shall be updated to account for such change.

Contract Year	[Termination Payment (\$) Gratiot Findlay]	[Termination Payment (\$) State Fair]
1	\$16,127,088	\$25,152,984
2	\$15,280,210	\$23,873,836
3	\$14,352,844	\$22,467,243
4	\$13,427,168	\$21,068,077
5	\$12,498,721	\$19,668,244
6	\$11,509,019	\$18,170,565
7	\$10,967,391	\$17,359,581
8	\$10,771,989	\$17,089,361
9	\$10,514,766	\$16,700,078
10	\$10,211,094	\$16,226,391
11	\$9,865,807	\$15,680,247
12	\$9,479,990	\$15,063,858
13	\$9,057,063	\$14,383,811
14	\$8,606,260	\$13,657,561
15	\$8,130,731	\$12,891,203

⁶ **Note to Draft:** \$580,000 for the Gratiot/Findlay site and \$950,000 for the State Fair site.

	State Fair	Gratiot Findlay
Acres in project Area	39.8	23.2
Homes in Benefit Boundary	38	36
Max Upgrade per Home	\$25,000	\$25,000
Calculated EE upgrade per home (\$25k * acres/sites)	\$26,184.21053	\$16,111.11111
Total EE Upgrade (\$25k/home max or calculated EE upgrade per home) * number of homes	\$950,000.00	\$580,000.00

Contract Year	[Termination Payment (\$) Gratiot Findlay	[Termination Payment (\$) State Fair
16	\$7,629,559	\$12,083,229
17	\$7,101,799	\$11,232,083
18	\$6,546,470	\$10,336,154
19	\$6,662,343	\$10,512,425
20	\$6,102,322	\$9,607,544
21	\$5,487,599	\$8,614,359
22	\$4,814,120	\$7,526,324
23	\$4,077,541	\$6,336,427
24	\$3,273,212	\$5,037,162
25	\$2,396,154] ⁷	\$3,620,492]

⁷ **Note to Draft:** Column for the applicable Solar Project to be removed and the column for the non-applicable Solar Project deleted.

Exhibit 2

System Description, Delivery Point and Premises

1. System Location:
2. System Size (DC kW):
3. System Description (Expected Structure, Etc.):
4. **Delivery Point and Premises:** Schedule A to this **Exhibit 2** contains one or more drawings or images depicting:
 - a. Premises, including the Improvements (as applicable);
 - b. Proposed System location;
 - c. Delivery point for electricity generated by the **System** (the “**Delivery Point**”);
 - d. Access points needed for Seller to install and service the System (building. access, electrical room, stairs etc.); and
 - e. Construction assumptions (if any).

Schedule A

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Exhibit 3

General Terms and Conditions

1. Term and Termination.

- a. **Effective Date; Term.** This Agreement is effective as of the Effective Date and, subject to the earlier termination of this Agreement in accordance with its terms, shall continue in full force and effect until the end of the Settlement Term (the "**Term**"); provided, however, that neither the termination nor expiration of this Agreement shall relieve either Party of (a) any undischarged liability of such Party in respect of the period prior to such termination or expiration (including for unpaid amounts owing under this Agreement in respect of the period prior to such termination or expiration), (b) any liability for breach by such Party of this Agreement prior to such termination or expiration or (c) any obligations or liabilities arising out of any such termination.

As used in this Agreement, the "**Settlement Term**" means the time period from and including the Commercial Operation Date and, unless terminated pursuant to the terms of this Agreement or by agreement of the Parties, continues until the end of the twenty-fifth (25th) Contract Year.

- b. At any time beginning on the seventh (7th) anniversary of the Commercial Operation Date, Purchaser shall have the right to terminate this Agreement for convenience by providing not less than sixty (60) days prior written notice to Seller, provided that such termination shall not be effective until either (i) (A) Purchaser has paid to Seller a termination payment equal to the greater of (1) the amount set forth in the Termination Payment Schedule on Exhibit 1 for the applicable year in which such termination occurs; or (2) the Fair Market Value of the System; and (B) the System has been fully decommissioned in accordance with the Contract or (ii) if the System is not decommissioned, then Purchaser has paid to Seller an amount equal to one hundred and fifty percent (150%) of the greater of (1) Fair Market Value of the System or (2) the amount set forth in the Termination Payment Schedule on Exhibit 1 for the applicable year in which such termination occurs.
- c. Seller may terminate this Agreement upon written notice to Purchaser at any time prior to the Commercial Operation Date if Seller is unable, after using good faith, commercially reasonable efforts, to secure tax equity financing for the Solar Project. In the event of such a termination, neither Party shall have any further obligations or liability to the other under this Agreement other than those arising prior to the effectiveness of termination.

2. Billing and Payment; Taxes.

- a. **Monthly Charges.** Commencing on the Commercial Operation Date and continuing for each Monthly Settlement Period, or portion thereof, during the Settlement Term, Seller shall calculate an amount (the "**Settlement Amount**"), which shall be equal to (i) the Fixed Price Payment minus (ii) the Floating Price Payment. Subject to the terms and conditions of this Agreement, if the Settlement Amount is greater than zero Dollars (\$0), the Settlement Amount shall be payable by Purchaser to Seller pursuant to this Section 2(a); if the Settlement Amount is less than zero Dollars (\$0), the absolute value of the Settlement Amount shall be payable by Seller to Purchaser pursuant to this Section 2(a) and; and if the Settlement Amount equals zero Dollars (\$0), no amount shall be payable by either Party.

- b. **Floating Price Payment.** Seller shall calculate the "**Floating Price Payment**" for each Monthly Settlement Period during the Settlement Term, which shall be equal to the sum over all Calculation Intervals in such Monthly Settlement Period, or portion thereof, of the product of: (i) the Floating Price for each such Calculation Interval; and (ii) the Interval Quantity for each such Calculation Interval; provided, however, that for any Calculation Interval in which the Floating Price at the Settlement Point is less than \$0/MWh, then the Floating Price for such Calculation Interval shall be deemed to be \$0/MWh.

- i. "**BA Time**" means the time zone used for scheduling, settlement and other transactions by MISO. As of the Effective Date, the BA Time shall be Eastern [___ Standard ___ Daylight] Time.
- ii. "**MISO**" means the Midcontinent Independent System Operator, Inc.
- iii. "**Monthly Settlement Period**" shall mean each calendar month during the Test Period and Settlement Term, commencing HE 0100 BA Time on the first calendar day of such calendar month and ending HE 2400 BA Time on the last calendar day of such calendar month; provided, however, that if this Agreement is terminated prior to

its expiration, the Monthly Settlement Period in which such termination occurs will begin HE 0100 BA Time on the first calendar day of the calendar month in which such termination occurs and will end at HE 2400 BA Time on the termination date.

- iv. **“Calculation Interval”** means the period of time utilized by MISO as the basis for settlement calculations in the day-ahead energy market, or if the power is sold under PURPA, then the period of time required under the applicable tariff approved by the MPSC and/or the Federal Energy Regulatory Commission (“**FERC**”).
 - v. **“Floating Price”** means the means the day-ahead locational marginal price as defined and published by MISO for electricity at the Settlement Point for each Calculation Interval, expressed in \$/MWh; provided, however, that in the event (i) of expiration or other termination of the Utility Purchase Agreement or (ii) that the Utility Purchase Agreement provides for a pricing benchmark different from the day-ahead locational marginal price at the Settlement Point for each Calculation Interval, then Seller may designate a different Floating Price benchmark by written notice to Purchaser.
 - vi. **“Interval Quantity”** means the amount of energy, expressed in MWhs, generated by the System and delivered to the Delivery Point in any Calculation Interval.
 - vii. **“Settlement Point”** means the DECO.NEC Node.
 - viii. **“Utility”** means DTE Electric Company.
 - ix. **“Utility Purchase Agreement”** means an agreement with the Utility for the purchase and sale of electricity from the System.
- c. **Fixed Price Payment.** Seller shall calculate, for each Monthly Settlement Period during the Settlement Term, the **“Fixed Price Payment,”** which shall be equal to the sum over all Calculation Intervals in such Monthly Settlement Period, or portion thereof, of the product of (i) the Fixed Price for each such Calculation Interval, and (ii) the Interval Quantity for each such Calculation Interval.
- d. **Test Energy.** Not less than thirty (30) days prior to the date upon which Seller expects to begin delivering test energy to the Delivery Point, Seller shall give written notice to Purchaser of such expected deliveries. All Environmental Attributes associated with the test energy are exclusively dedicated to and vested in Purchaser. During the Test Period, Seller shall calculate an amount (the **“TP Settlement Amount”**), which shall be calculated pursuant to Section 2(d)(i) below. Subject to the terms and conditions of this Agreement, if the TP Settlement Amount is greater than zero Dollars (\$0), the TP Settlement Amount shall be payable by Seller to Purchaser pursuant to this Section 2(e) and if the TP Settlement Amount equals zero Dollars (\$0), no amount shall be payable by either Party. In no event will Purchaser owe Seller a TP Settlement Amount during the Test Period. “Test Period” shall mean the period prior to the Commercial Operation Date during which test energy is produced from the System.
- (i) **TP Settlement Amount.** Seller shall calculate the TP Settlement Amount for each Monthly Settlement Period during the Test Period, which shall be equal to the sum over all Calculation Intervals in such Monthly Settlement Period, or portion thereof, of:
 - (1) for those Calculation Intervals where the Floating Price is equal to or less than the Fixed Price, then the Floating Price shall be deemed to be \$0/MWh, the sum of the product, for each such Calculation Interval, of (X) the Floating Price and (Y) the Interval Quantity, for all such Calculation Intervals in such Monthly Settlement Period; and
 - (2) for those Calculation Intervals where the Floating Price is more than the Fixed Price, the sum of the product, for each such Calculation Interval, of (i) the positive difference between (A) the Floating Price for such Calculation Interval, minus (B) the Fixed Price, and (ii) the Interval Quantity for each such Calculation Interval.
- e. **Residential Upgrade Amount; One Time Adjustment.** If all qualified residents have received energy efficiency upgrades for which they are eligible, and the total spent, including Seller’s administration costs, is less than the total estimated cost of such upgrades by the Purchaser (the **“Excess Resident Upgrade Amount”**) under the terms of 4-C to the Contract, then the Seller shall make a payment to the Purchaser in the amount of the Excess Resident Upgrade

Amount, to be paid no later than the first day of the following Contract Year. Seller may elect, in lieu of a payment on the first day of the following Contract Year, to create a credit or debit on monthly invoices equal to the Excess Resident Upgrade Amount, and apply such amount against the Settlement Amount until fully credited.

- f. **Monthly Invoices.** Seller shall invoice Purchaser monthly. Such monthly invoices shall state (i) the amount of System Energy produced and delivered to the Delivery Point, (ii) the rates applicable to, net of Seller wholesale revenues, and charges incurred by, Purchaser under this Agreement and (iii) Seller wholesale revenue settlements energy and revenues support and (iv) the total amount due from (or bill credit to) Purchaser.
- g. **Payment Terms.** All amounts due under this Agreement are due and payable net thirty (30) days following receipt of invoice. Any undisputed portion of the invoice amount not paid within such thirty (30) day period shall accrue interest at the annual rate of two percent (2%) above the Prime Rate (but not to exceed the maximum rate permitted by law). All payments shall be made in U.S. dollars.
- h. **Taxes.**
 - i. **Purchaser's Taxes.** Purchaser is responsible for all Real property taxes other than Seller's Taxes, and for any drainage, stormwater, or similar charge related to the impervious area of the Premises assessed by the City.
 - ii. **Seller's Taxes.** Seller is responsible for any and all fees and charges of any nature levied against the Solar Project and operations of Seller at any time, including: (1) payment of any personal property taxes; (2) possessory interest taxes; possessory interest taxes, permit fees, business license fees; (3) income taxes or similar taxes imposed on Seller's revenues due to the sale of electricity under this Agreement, 4) payment of all taxes assessed on the generation, sale, delivery or consumption of electricity produced by the System or the interconnection of the System to the Utility's electricity distribution system; (5) any tax imposed under MCL 211.181. ("**Seller's Taxes**").
- i. **Payments.** Payment is governed by the Contract and the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 17-5-281 through 17-5-288 of the 2019 Detroit City Code.
- j. **No Physical Delivery.** For the avoidance of doubt, Purchaser shall not take physical delivery of any energy generated by the System for the life of the Agreement, and instead Seller shall sell all such energy at wholesale, either into the wholesale markets operated by MISO, or to the Utility, pursuant to legal requirements, including the Federal Power Act and/or PURPA.

3. **RECs and Incentives.**

- i. The Purchaser is entitled to the benefit of all ownership interests in any RECs and other Environmental Attributes of the System. The Purchaser will cooperate with Seller in obtaining, securing and transferring any and all RECs to Purchaser, or at the Purchaser's option, Seller shall retire such RECs on the Purchaser's behalf. The Purchaser may incur out-of-pocket costs or expenses in connection with such actions, and any costs incurred by Seller in connection with the registration, transfer, or retirement of RECs shall be invoiced to and paid by the Purchaser. Seller shall not make any filing or statements inconsistent with Purchaser's ownership interests in the RECs or other Environmental Attributes of the System. If any RECs cannot be transferred to Purchaser due to legal restrictions beyond Seller's reasonable control, then, within five (5) Business Days after Seller's failure to effect such transfer, Seller shall deliver to Purchaser an Attestation with respect to such RECs to Purchaser.
 - (1) "**Attestation**" shall mean a certificate issued by Seller that is reasonably acceptable to Purchaser in which Seller certifies (a) the applicable Interval Quantity, and (b) that Seller has retired such RECs in the name of Purchaser.
- ii. As the owner of the System, Seller is entitled to the benefit of, and will retain all ownership interests in any Incentives. The Purchaser will cooperate with Seller in obtaining, securing and transferring any and all Incentives and tax exemptions for the System. The Purchaser is not obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. The Purchaser shall not make any filing or statements inconsistent with Seller's ownership interests in the Incentives. If any Incentives are paid or delivered directly to the Purchaser, the Purchaser shall immediately pay or deliver such items or amounts to Seller.

- iii. Risk of loss of RECs and other Environmental Attributes shall transfer from Seller to the Purchaser at the time as the same are made available at the applicable place of delivery, if any; provided, however, in the case of any Environmental Attributes that, by their nature, do not have a place of delivery, risk of loss shall transfer (a) for RECs, upon retirement or transfer of such RECs in the applicable tracking system, and (b) for all other such Environmental Attributes, upon retirement or transfer of such Environmental Attributes within the applicable Environmental Attribute program(s) and associated monitoring, tracking, certification, or trading system(s).
- iv. The following capitalized terms as used herein shall have the following meanings:
 - (1) “**Ancillary Services**” shall mean the services capable of being provided by the System at the Delivery Point that are described as “Ancillary Services” in MISO’s rules, protocols, and procedures at the applicable time.
 - (2) “**Capacity Benefits**” shall mean any current or future revenue, capacity credits, or similar accreditations based upon the capacity of the System at the Delivery Point that may be available from MISO or under applicable laws from time to time, excluding Environmental Attributes and Incentives.
 - (3) “**Environmental Attribute**” means pollution allowance, carbon credit and any similar environmental allowance or credit and green tag or other reporting right under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program, or environmental advertising claim, in each case relating to the construction, ownership, use or production of energy from the System, but excluding any item defined as an Incentive, Capacity Benefit, or Facility Attribute.
 - (4) “**Facility Attributes**” shall mean Capacity Benefits, Ancillary Services or Other Products generated by the System, but shall expressly exclude energy and Environmental Attributes.
 - (5) “**Governmental Authority**” means any foreign, federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, court, tribunal, arbitrating body or other Governmental Authority having jurisdiction or effective control over a Party.
 - (6) “**Incentives**” means (i) a payment paid by a utility or state or local Governmental Authority based in whole or in part on the cost or size of the System such as a rebate, (ii) a performance-based incentive paid as a stream of periodic payments by a utility, state or Governmental Authority based on the production of the System, (iii) investment tax credits, production tax credits, and similar tax credits, grants or other tax benefits under federal, state or local law, and (iv) any other attributes, commodity, revenue stream or payment in connection with the System (such as ancillary or capacity revenue), in each case of (i) through (iv) relating to the construction, ownership, use or production of energy from the System, provided that Incentives shall not include RECs or other Environmental Attributes.
 - (7) “**Other Products**” shall mean any other presently existing or future attributes or products (whether known or unknown) that the System may be able to produce as of the Commercial Operation Date, or following the Commercial Operation Date, associated with the energy generated by the System, excluding energy, Environmental Attributes, Capacity Benefits, and Ancillary Services.
 - (8) “**REC**” means a renewable energy credit or certificate under any state renewable portfolio, standard or federal renewable energy standard, voluntary renewable energy credit certified by a non-governmental organization.
- v. Seller shall not transfer or retire any Environmental Attributes arising from the System or the energy produced thereby on behalf of any entity or person other than the Purchaser.
- vi. Other than tax credits of the type defined as an Incentive, Seller agrees not to seek any federal dollars for support of the System, including but not limited to grants, loans or loan guarantees through the US Department of Energy or the Environmental Protection Agency.

4. **Project Completion.**

- a. **Project Development.** Seller shall diligently pursue the development and installation of the System, subject to Section 2(b) and the remaining provisions of this Section 5.
- b. **Permits and Approvals.** Seller shall use commercially reasonable efforts to obtain the following at its sole cost and expense (each an “**Approval**”):
- i. any electrical, environmental, or other permits or approvals required for Seller to construct, install and operate the System; and
 - ii. any agreements and approvals from the Utility, including the Utility Purchase Agreement, necessary in order to interconnect and deliver electricity from the System to the Utility’s electric distribution system.

Purchaser shall cooperate with Seller’s reasonable requests to assist Seller in obtaining such Approvals, including, without limitation the execution of documents required to be provided by Purchaser to the Utility. Nothing in this provision shall be read to alter the responsibilities of Purchaser, in its capacity as a municipal government, regarding the grant of any permit or approval.

- c. **Premises.** The “**Premises**” shall be the real property described in that certain [Solar Energy Lease Agreement] dated as of the [date hereof], by and between Seller and [_____].
- d. **[Reserved]**
- e. **[Reserved]**
- f. **Major Construction Contracts.** Seller shall enter into a primary engineering, procurement, and construction contract for the System (the “**EPC Agreement**”) with one of the counterparties identified on **Exhibit 7**, or such other contractor that is approved by Purchaser in writing. Promptly following the execution of any engineering, procurement, or construction contract for the System other than the EPC Agreement that would require payments by the Seller in excess of \$200,000 thereunder, Seller shall provide written notice to Purchaser identifying such contract and the counterparty thereto. Seller shall not enter into any replacement EPC Agreement with, or permit the assignment of the EPC Agreement by the counterparty thereto, to an entity not named in Exhibit 7 without prior written consent of the Purchaser.
- g. **Commencement of Installation.** Seller shall exercise commercially reasonable efforts to achieve Commencement of Installation of the System within [_____] days after the date on which all Approvals have been obtained. “**Commencement of Installation**” means the date that Seller or its installation contractor has begun physical installation of the System on the Premises.
- h. **Force Majeure.** Article 22 (and the definitions of any capitalized terms used therein) of the Contract are hereby incorporated by reference and shall apply to any Force Majeure Event.
- i. **Extension of Time.** If Seller is delayed in achieving Commencement of Installation due to a Force Majeure Event, the time for achievement of Commencement of Installation will be automatically extended to account for the impact of the delay.
- j. **Commercial Operation.** Seller shall notify Purchaser in writing when it has achieved Commercial Operation (the date of such notice, the “**Commercial Operation Date**”). “**Commercial Operation**” means that the System is mechanically complete, capable of providing electricity to the Delivery Point at the nameplate capacity specified in Exhibit 2 and has the required permission to operate from any relevant Governmental Authority. Seller shall provide Purchaser with documentation to evidence that the System is ready to begin Commercial Operation upon Purchaser’s reasonable request.

5. **Installation, Operation and Maintenance.**

- a. **Seller’s General Obligations Regarding the System.** Subject to the terms and conditions of this Agreement, Seller shall design, engineer, install, commission, monitor, operate and maintain the System, in each case in a good and

workmanlike manner and in accordance with applicable law and prudent solar industry practices in Michigan. The System shall comply with all applicable rules, regulations and local codes.

- b. **System Design Approval.** Seller shall provide Purchaser with a copy of the System design for approval prior to commencement of construction. Purchaser shall have thirty (30) days after receipt to approve or disapprove the design. Failure by Purchaser to respond within such thirty (30) day period shall be deemed approval of the design, unless the final design is not compliant with the Neighborhood Agreement (as defined in the Contract). Seller shall consider in good faith and use commercially reasonable efforts to incorporate any comments provided by Purchaser in the final design of the System. Nothing regarding this approval shall bind the Purchaser as to the evaluation of any permit.
- c. **System Repair and Maintenance.** Seller may suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System and as necessary during a safety or emergency event and in compliance with system curtailment directives from MISO or any applicable utility authorized to direct curtailment of the System; provided that Seller shall use commercially reasonable efforts to (i) minimize any interruption in service to the Purchaser, and (ii) limit any such suspension of service to weekend or off-peak hours. Scheduled and unscheduled maintenance and repairs shall be undertaken at Seller's sole cost and expense, except that Purchaser shall reimburse Seller for the reasonable cost of any repairs or maintenance resulting from damage caused by Purchaser, its agents, employees or contractors. Purchaser shall not be responsible for any charges related to curtailed energy except to the extent that any curtailment results from Purchaser's acts or omissions.
- d. **Outages.** Seller may take the System off-line from time to time during each Contract Year (each event an "Outage").
- e. **Maintenance of Premises.** Seller shall, at its sole cost and expense, maintain the Premises and Improvements in good condition and repair and in compliance with the Neighborhood Agreement. Seller, to the extent within its reasonable control, (i) shall ensure that the Premises remains interconnected to the local utility grid at all times; and (ii) shall not permit cessation of electric service to the Premises from the local utility.
- f. **No Alteration of Premises.** To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, Seller shall perform such work, and any re-connection or re-installation of the System, at Purchaser's cost, subject to Sections 6(b) and 6(c). Seller shall make any alterations and repairs in a good and workmanlike manner, in compliance with all applicable laws, codes and permits.

6. **Miscellaneous Rights and Obligations of the Parties.**

- a. **OSHA Compliance.** Each Party shall comply with all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws and codes with respect to such Party's performance under this Agreement.
- b. **Insolation.** Purchaser acknowledges that unobstructed access to sunlight ("Insolation") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not, to the extent within its reasonable control as the real property owner of the Premises, cause or permit any interference with the System's Insolation on the Premises.
- c. **No Liens.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System (each a "Lien"), except that a Lien under this provision shall not include (i) such encumbrances as may be required to allow Seller access to the Premises, (ii) encumbrances arising out of Seller's failure to make payment of any taxes when due, and (iii) liens the law requires Purchaser to cause, create, incur or allow as a governmental entity. Seller shall not directly or indirectly cause, create, incur, assume or allow to exist any Lien, on or with respect to the Premises or the Improvements, other than Liens granted to any Financing Party with respect to Seller's interest in the Lease. Each Party shall immediately notify the other Party in writing of the existence of any such unpermitted Lien following discovery of same, and shall promptly (and in all events within thirty (30) days) cause the same to be discharged and released of record without cost to the other Party; provided, however, that each Party has the right to contest any such Lien, so long as it provides a statutory bond or other reasonable assurances of payment that either removes such Lien from title to the affected property, or that assures that any adverse judgment with respect to such Lien shall be paid without affecting title to such property. In no event shall Seller cause a Lien to be filed against the real property owned by Purchaser, a governmental entity.

d. **Use and Payment of Contractors and Subcontractors.** Seller shall use suitably qualified, experienced and licensed contractors and subcontractors to perform its obligations under this Agreement. Seller shall be responsible for the quality of the work performed by its contractors and subcontractors. Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement.

e. **Seller Personnel and Contract Administration.**

i. The Seller represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform its obligations under this Agreement. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned.

ii. The Seller warrants and represents that all persons assigned to the performance of this Agreement shall be regular employees, Subcontractors, or independent contractors of the Seller or its affiliates, unless otherwise authorized by the Purchaser.

iii. “**Subcontractor**” shall mean any person, firm or corporation, other than employees of the Seller, that contracts with the Seller, directly or indirectly, to perform in part or assist the Seller in achieving the objectives of this Agreement.

f. **Decommissioning.** Decommissioning of a System shall be performed in accordance with the Contract; provided, however, that following the exercise by Purchaser of any right to acquire the System, Seller shall have no obligation to decommission the System.

7. **Relocation of System; Utility Infrastructure.**

a. If, during the Term, Purchaser notifies Seller that it is unable to continue to host the System on the Premises for any reason other than a Default Event by Seller, Purchaser may propose in writing the relocation of the System, at Purchaser’s cost, in lieu of termination of the Agreement by Seller for a Default Event by Purchaser. If such proposal is practically feasible and preserves the economic value of the agreement for Seller, the Parties shall seek to negotiate in good faith an agreement for the relocation of the System. If the Parties are unable to reach agreement on relocation of the System within sixty (60) days after the date of receipt of Purchaser’s proposal, Seller may terminate this Agreement pursuant to Section 11(b)(ii).

b. If, during the Term, any third party with an easement interest on land situated within the Premises requires the Seller to remove System equipment for access or maintenance of the easement infrastructure or otherwise disrupts System operations or production, Purchaser shall reimburse Seller for (i) Seller’s out-of-pocket costs incurred in moving and reinstalling any affected equipment, (ii) an amount equal to Seller’s lost revenue resulting from any impact on production of energy or System availability due to such disruptions (based on Seller’s reasonable forecasts of energy production during the affected periods), and (iii) any costs arising from construction schedule delays resulting from any such disruptions prior to the Commercial Operation Date. Any invoice for such costs must be compliant with the terms of the Contract, including but not limited to evidence substantiating the costs and lost revenue.

8. **Measurement.** The System’s electricity output during the Settlement Term will be measured by a revenue grade meter at the Delivery Point (the “**Utility Meter**”). The Utility Meter will be used for all settlement and pricing calculation purposes hereunder.

9. **Default and Remedies**

a. **Default by City.** The City shall be in default under this Agreement upon the occurrence of any of the following events (each, a “**City Event of Default**”):

i. the City breaches any of its obligations (other than payment obligations) under the Agreement and fails to cure such breach within thirty (30) days after written notice from Seller (or such longer period of time as may reasonably be required to cure such default, if such default cannot reasonably be cured within a thirty (30) day period and the City is undertaking diligent efforts to cure);

- ii. the City fails to pay when due any undisputed amount required to be paid under this Agreement and the same shall not be remedied within thirty (30) days after written notice from Seller, provided, that such thirty (30) day period shall be extended by an additional thirty (30) days if City is undertaking diligent efforts to cure;
- iii. the City is adjudicated to be insolvent or bankrupt, or generally unable to pay its debts as they become due, or admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors or insolvency, receivership, reorganization or bankruptcy proceedings are commenced by the City, and such proceedings are not terminated, stayed or dismissed within ninety (90) days after the commencement thereof; or
- iv. if any representation or warranty made by the City in this Agreement is untrue or misleading when made.

Upon any such City Event of Default, Seller may pursue any and all remedies available under the law or in equity, including termination of this Agreement in accordance with Section 9(d) below.

b. Default by Seller. Seller shall be in default under this Agreement upon the occurrence of any of the following events (each, a “Seller Event of Default”):

- i. Seller breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after written notice from the City (or such longer period of time as may reasonably be required to cure such default, if such default cannot reasonably be cured within a thirty (30) day period);
- ii. Seller or any of the affiliates or subsidiaries that are a party to a Lease or VPPA is adjudicated to be insolvent or bankrupt, or generally unable pay its debts as they become due, or admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors or insolvency, receivership, reorganization or bankruptcy proceedings are commenced by Seller, and such proceedings are not terminated, stayed or dismissed within ninety (90) days after the commencement thereof; or
- iii. if any representation or warranty made by the Seller in this Agreement is untrue or misleading when made.

Upon any Seller Event of Default, the Purchaser may, at its election but without duplication of recoveries: (A) terminate this Agreement by providing written notice of such termination to Seller as provided in section 9(d) of this Agreement, in which event, at the Purchaser’s election, either (1) Seller shall decommission the System in accordance with the terms of the Contract, or (2) Seller will provide the decommissioning reserve to Purchaser (if posted in the form of transferable cash collateral) and allow the Purchaser to assume responsibility for decommissioning; (B) pursue any and all remedies available under the law or in equity, including but not limited to termination under Section 9(d) and recovery of the cost of replacement RECs or Purchaser’s brokerage fees, commissions, legal expenses and other similar third party transaction costs and expenses reasonably incurred by that Party in entering into any new arrangement which replaces this Agreement; and (C) if a Seller Event of Default occurs after the Commercial Operation Date, the City may choose to purchase the System at the asset value of the System equipment (without taking into account future revenues of the System), as mutually determined by the Parties; provided, however, if the Parties cannot agree to a asset value of the System equipment within thirty (30) days after Purchaser has delivered to Seller a notice of its intent to purchase the System, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the asset value of the System equipment. Such appraiser shall act reasonably and in good faith to determine the asset value of the System equipment on an installed basis and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser will be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally.

c. Extension of Time to Cure. The Parties may agree to extend the time to cure a default beyond the time provided for in this Agreement, and any such extension must be in writing by the non-defaulting Party.

d. Termination.

- i. Upon the occurrence and during the continuation of a Seller Event of Default or a City Event of Default, the non-defaulting Party may terminate this Agreement, by providing five (5) days prior written notice to the defaulting Party.

- ii. If any termination due to a City Event of Default occurs before the Commercial Operation Date, then the City shall reimburse Seller for the Pre-Construction Activities (as defined in the Contract) plus any development, design, construction, procurement and installation costs actually incurred by Seller to install the System at the Premises, and the cost to decommission the System, including removal of equipment from the Premises.
 - iii. If any termination due to a City Event of Default occurs after the Commercial Operation Date, then the Purchaser shall pay to Seller the greater of (1) the amount set forth in the Termination Payment Schedule of Exhibit 1 for the applicable Contract Year in which such termination occurs; or (2) the Fair Market Value of the System. Upon payment to Seller by the Purchaser of any amount owed under this provision, Seller shall immediately commence decommissioning of the System in accordance with the Contract.
 - iv. Seller may, at its option, delay the effectiveness of termination for a City Event of Default until the date that Seller receives payment from the City as required under Sections 9(d)(ii) and 9(d)(iii), and during such period Seller may suspend performance of its obligations under this Agreement.
- e. Any amounts not paid when due hereunder shall bear interest at a rate equal to the lesser of (i) 5% per annum or (ii) the highest interest rate permitted by applicable law, until the date on which payment is received in full.
 - f. Nothing in this Section 9 shall be read to prevent the Parties from mutually agreeing to accept as a cure for an Event of Default under this Agreement a sum of money less than that prescribed in 9(d)(iii).

10. Representations and Warranties.

- a. **General Representations and Warranties.** Each Party represents and warrants to the other the following:
 - i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and will not violate any law; and this Agreement is the valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, municipal financing, and other similar laws now or hereafter in effect relating to creditors' rights generally).
 - ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.
- b. **Purchaser's Representations and Warranties.** Purchaser represents and warrants to Seller the following:
 - i. **Lease.** (a) Purchaser has acquired acquire all necessary land rights as defined in the Contract and Purchaser has the full right, power and authority to grant the Lease, and (b) such grant of the Lease does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Premises and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Premises.
 - ii. **Other Agreements.** Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser is bound.
 - iii. **Accuracy of Information.** All information provided by Purchaser to Seller, as it pertains to (a) the Premises, (b) the Improvements on which the System is to be installed, if applicable, and (c) Purchaser's planned use of the Premises and any applicable Improvements, is accurate in all material respects.
- c. **Seller's Warranties.** If Seller damages any part of the Premises or any Improvement, Seller shall repair or reimburse Purchaser for such damage, as agreed by the Parties.

- d. **NO OTHER WARRANTY.** THE WARRANTIES SET FORTH IN SECTIONS 12(a) AND 12(c) OF THIS AGREEMENT ARE PURCHASER'S SOLE AND EXCLUSIVE BASIS FOR ANY CLAIM OR LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS SECTION 12, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. OTHER THAN AS EXPRESSLY SET FORTH IN SECTIONS 12(a) AND 12(c), NO WARRANTY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, APPLIES UNDER THIS AGREEMENT. IF THE ISSUER OF THE PERFORMANCE GUARANTY (OR ANY SUBSEQUENT ASSIGNEE) AND THE SELLER ARE NOT THE SAME PERSON, NO RIGHTS PROVIDED TO PURCHASER BY THE PERFORMANCE GUARANTY MAY BE ASSERTED UNDER THIS AGREEMENT, AND NO CLAIM UNDER THE PERFORMANCE GUARANTY WILL AFFECT PURCHASER'S OBLIGATIONS UNDER THIS AGREEMENT.

11. **Insurance.** Article 10 (and the definitions of any capitalized terms used therein) of the Contract are hereby incorporated by reference and shall set forth the requirements with respect to insurance for the System.

12. **Ownership; Option to Purchase.**

a. **Ownership of System.**

- i. **Ownership; Personal Property.** Seller will at all times be the legal and beneficial owner of the System and all Incentives, and the System will remain the personal property of Seller and will not attach to or be deemed a part of, or fixture to, the Premises or any Improvement on which the System is installed. Each of the Seller and Purchaser agree that the Seller is the tax owner of the System and all tax filings and reports shall be filed in a manner consistent with this Agreement. The System will at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code.
- ii. **Notice to Purchaser Lienholders.** Purchaser shall use commercially reasonable efforts to place all parties having a Lien on the Premises or any Improvement on which the System is installed on notice of the ownership of the System and the legal status or classification of the System as personal property. If any mortgage or fixture filing against the Premises could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Purchaser shall provide a disclaimer or release from such lienholder.
- iii. **Fixture Disclaimer.** If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Premises are located. For the avoidance of doubt, in either circumstance Seller has the right to file such disclaimer.

b. **Option to Purchase.**

- i. **Exercise of Option.** During either the tenth (10th), fifteenth (15th), twentieth (20th), or twenty-fifth (25th) Contract Year, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller on any such date for a purchase price equal to the greater of the Fair Market Value of the System or the Purchase Option Price as defined and set forth in **Exhibit 5** that is applicable as of the date of the transfer of title to the System. Purchaser shall notify Seller of its intent to purchase at least ninety (90) days and not more than three hundred sixty (360) days prior to the end of the applicable Contract Year or the Term, as applicable, and the purchase shall be completed prior to the end of the applicable Contract Year or the Term, as applicable. Upon a change to the Fixed Price Section 3 of Exhibit 1, **Exhibit 5** shall be updated to account for such change.
- ii. **Fair Market Value.** The "**Fair Market Value**" of the System shall be determined by mutual agreement of the Parties; provided, however, if the Parties cannot agree to a Fair Market Value within thirty (30) days after Purchaser has delivered to Seller a notice of its intent to purchase the System, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System, determined based on the net present value of the System assuming projected net revenues to Seller under this Agreement as reasonably projected by Seller, discounted to present value. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System and shall set forth such determination in a written opinion delivered to the Parties. The determination of Fair Market Value shall include a deduction for the costs of decommissioning and a credit for the value of any funded cash

decommissioning reserve. The valuation made by the appraiser will be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally.

- iii. **Title Transfer; Warranties; Manuals**. Seller shall transfer good title to the System to Purchaser upon Seller's receipt of the purchase price and execution by the Parties of a written instrument or agreement to effect such transfer. The System will be sold "as is, where is, with all faults". Seller will assign to Purchaser any manufacturer's warranties that are in effect as of the date of purchase and which are then assignable pursuant to their terms, but Seller otherwise disclaims all warranties of any kind, express or implied, concerning the System (other than as to title). Seller shall also provide Purchaser all System operation and maintenance manuals and logs in Seller's possession and provide Purchaser basic training on the operation and maintenance of the System upon Purchaser's reasonable request. Upon purchase of the System, Purchaser shall assume complete responsibility for the operation and maintenance of the System and liability for the performance of (and risk of loss for) the System, and, except for any Seller obligations that survive termination under Section 18(d), Seller will have no further liabilities or obligations hereunder for the System.

13. Indemnification; Environmental; and Limitations of Liability

- a. The Seller agrees to indemnify, defend, and hold the Purchaser harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the Purchaser or its departments, officers, employees, or agents by reason of any of the following occurring during the term of this Contract:

- (1) Any breach of any representation or warranty set forth in Article 3 of this Contract;
- (2) Any injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Seller or its Associates in connection with performance of its obligations under this Contract;
- (3) any claims initiated against the Purchaser pursuant to any subcontracts the Seller enters into in performance of this Contract; and
- (4) any claims based on the acts or defaults of Seller's Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Seller.

This Section 13(a) does not apply to liabilities arising out of or relating to any form of Hazardous Substances or other environmental contamination, such matters being addressed exclusively by Section 13(b).

b. **Environmental Indemnification; Substitute Property**

- i. Seller shall indemnify, defend and hold harmless the Purchaser from and against all liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance to the extent deposited, spilled or brought to the Premises by Seller or any of its Subcontractors, agents or employees.
- ii. Except for those Hazardous Substances or other environmental contaminants introduced onto the Premises by Seller, Seller shall not be responsible for the costs to abate any Hazardous Materials located on, in or under the Premises.
- iii. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance. "**Hazardous Substance**" means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.

- c. In the event any action shall be brought by a third party against the Purchaser by reason of any claim for which Seller is liable to Purchase under this Article 9, the Seller, upon notice from the Purchaser, shall defend the same. The Seller may assume the defense of any such action, at its sole cost and expense, with counsel designated by the Seller and reasonably satisfactory to the Purchaser. The Purchaser may, however, select separate counsel if both Parties are defendants in the action and such defense or other form of participation is not reasonably available to the Seller. The Seller shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Purchaser may also, at the sole cost and expense of the Seller, assume the defense of any such action if the Seller fails to assume the defense of such action within a reasonable time. Neither Party may settle any action covered by this Section 9.04 unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Seller has no liability under this Section 9.04 for any claim or action for which such notice is not provided if the failure to give notice prejudices the Seller.
- d. The Seller agrees that it is the Seller's responsibility and not the responsibility of the Purchaser to safeguard the property that the Seller uses while performing this Contract. Further, the Seller agrees to hold the Purchaser harmless for any loss of such property used by any such person pursuant to the Seller's performance under this Contract.
- e. **Limitations on Liability.**
 - i. **No Consequential Damages.** Except with respect to indemnification of third-party claims pursuant to Section 13(d) or fraud or willful misconduct, neither Party will be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature (including, without limitation, lost revenues, lost profits, lost business opportunity or any business interruption) arising out of their performance or non-performance hereunder even if advised of such; provided, however, that this limitation shall not be construed to limit a party's right to replacement contract losses as provided in this agreement or, subject to the other liability limitations, to receive "cover" damages.
 - ii. **Liability Limitations.** The Parties intend that, except as otherwise expressly provided in this Contract, the liability limitations set forth in this Agreement, including under this Section 13(f), shall apply even in the event of the fault, negligence (including gross negligence) (in whole or in part), strict liability, or breach of contract of the beneficiary thereof and whether asserted in contract, in warranty, in tort, by statute or otherwise.
 - iii. **Actual Damages.** Except with respect to indemnification of Claims pursuant to this Section 13, and except as otherwise limited in Section 13(f), Seller's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement cannot exceed the total payments made (and, as applicable, projected to be made) by Purchaser under this Agreement. The provisions of this Section 13(f)(iii) will apply whether such liability arises in contract, tort, strict liability or otherwise.
- f. **EXCLUSIVE REMEDIES.** TO THE EXTENT THAT THIS AGREEMENT SETS FORTH SPECIFIC REMEDIES FOR ANY CLAIM OR LIABILITY, SUCH REMEDIES ARE THE AFFECTED PARTY'S SOLE AND EXCLUSIVE REMEDIES FOR SUCH CLAIM OR LIABILITY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.
- g. **Comparative Negligence.** Where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.

14. **Change in Law.**

- a. **Impacts of Change in Law.** If Seller determines that a Change in Law has occurred or will occur that has or will have a material adverse effect on Seller's rights, entitlement, obligations or costs under this Agreement, then Seller may so notify the Purchaser in writing of such Change in Law. Within thirty (30) days following receipt by the Purchaser of such notice, the Parties shall meet and attempt in good faith to negotiate such amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Seller may terminate this Agreement and remove the System and restore the Premises in accordance with Section 9 without either Party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination.
- b. **Illegality or Impossibility.** If a Change in Law renders this Agreement, or Seller's performance of this Agreement, either illegal or impossible, then Seller may terminate this Agreement immediately upon notice to Purchaser without

either Party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination.

- c. **“Change in Law”** means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation, or (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation).

15. Assignment and Financing.

a. Assignment.

- i. **Restrictions on Assignment.** Subject to the remainder of this Section 17(a), this Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Purchaser may not withhold its consent to an assignment proposed by Seller where the proposed assignee has the financial capability and experience necessary to operate and maintain solar photovoltaic systems such as the System. Notwithstanding anything to the contrary contained herein, any assignment of this Agreement by Seller shall be subject to the proposed assignee’s delivery of such affidavits and supporting materials required by local ordinances, and the approval of such assignment by the Detroit City Council, if required by local ordinance.
- ii. **Permitted Assignments.** Notwithstanding Section 17(a)(i), Seller may, without the prior written consent of Purchaser, assign, mortgage, pledge or otherwise directly or indirectly assign its interests in this Agreement to (A) any Financing Party (as defined in Section 17(b)), (B) any entity through which Seller is obtaining financing from a Financing Party, or (C) any affiliate of Seller or any person succeeding to all or substantially all of the assets of Seller; provided, that, Seller is not released from liability hereunder as a result of any assignment to an affiliate unless the assignee assumes Seller’s obligations hereunder by binding written instrument).
- iii. **Successors and Permitted Assignees.** This Agreement is binding on and inures to the benefit of successors and permitted assignees. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Seller.
- iv. **Rights under the Contract.** Any assignment of this Agreement shall include the assignment of assignor’s rights and obligations under the Contract to the extent applicable to the System.

- b. **Financing.** The Parties acknowledge that Seller may obtain debt or equity financing or other credit support from lenders, investors or other third parties (each a “**Financing Party**”) in connection with the installation, construction, ownership, operation and maintenance of the System. In furtherance of Seller’s financing arrangements and in addition to any other rights or entitlements of Seller under this Agreement, Purchaser shall timely execute any commercially reasonable consents to assignment (which may include notice, cure, attornment and step-in rights) or estoppels and negotiate any amendments to this Agreement that may be reasonably requested by Seller or the Financing Parties; provided, that such estoppels, consents to assignment or amendments do not materially impair the rights or materially increase the burdens or obligations of Purchaser under this Agreement or extend the Term.⁸

16. Confidentiality.

- a. **Confidential Information.** To the maximum extent permitted by applicable law, if either Party provides confidential information (“**Confidential Information**”) to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information of the other Party, the receiving or learning Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation, performance, enforcement and, in the case of Seller, financing, of this Agreement. The terms of this

⁸ **Note to the City:** See footnote to Section 10.03 of the Lease. We are proposing the same language here.

Agreement (but not the fact of its execution or existence) are considered Confidential Information of each Party for purposes of this Section 18(a).

b. Permitted Disclosures. Notwithstanding Section 18(a):

- i. a Party may provide such Confidential Information to its affiliates and to its and its affiliates' respective officers, directors, members, managers, employees, agents, contractors, consultants and Financing Parties (collectively, "Representatives"), and potential direct or indirect assignees of this Agreement if such potential assignees are first bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information. Each Party is liable for breaches of this provision by any person to whom that Party discloses Confidential Information.
- ii. Confidential Information does not include any information that (a) becomes publicly available other than through breach of this Agreement, (b) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena, (c) is independently developed by the receiving Party, or (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall reasonably cooperate with the other Party's efforts to limit the disclosure to the extent permitted by applicable law.

c. Miscellaneous. All Confidential Information remains the property of the disclosing Party and will be returned to the disclosing Party or destroyed (at the receiving Party's option) after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party acknowledges that the disclosing Party would be irreparably injured by a breach of this Section 18 by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, for breaches of this Section 18. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 18, but will be in addition to all other remedies available at law or in equity. The obligation of confidentiality will survive termination of this Agreement for a period of two (2) years.

d. Goodwill and Publicity. The Parties acknowledge that this Agreement will be a public record. The Purchaser and Seller agree not to use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of the other Party. The Parties shall coordinate and cooperate with each other and obtain each other's prior written consent before making public announcements regarding this Agreement, the System and its use, and each Party will make efforts to promptly review, comment upon any publicity materials or press releases before they are made. Nothing in this Agreement shall be deemed to restrict the ability of elected officials of the Purchaser to make public statements regarding the System in public meetings or in response to constituent questions or comments. Notwithstanding the above, Seller is entitled to place signage on the Premises reflecting its association with the System and nothing in this Agreement shall be read to prohibit elected officials of the Purchaser from discussing the Solar Initiative without prior approval.

17. Maintenance and Audit of Records. Article 8 (and the definitions of any capitalized terms used therein) of the Contract are hereby incorporated by reference and shall set forth the Parties' obligations and rights with respect to maintenance and audits of Records.

18. General Provisions

a. Definitions and Interpretation. Unless otherwise defined or required by the context in which any term appears: (i) the singular includes the plural and vice versa, (ii) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection of this Agreement, (iii) references to any agreement, document or instrument mean such agreement, document or instrument as amended, restated, modified, supplemented or replaced from time to time, and (iv) the words "include," "includes" and "including" mean include, includes and including "without limitation." The captions or headings in this Agreement are strictly for convenience and will not be considered in interpreting this Agreement. As used in this Agreement, "dollar" and the "\$" sign refer to United States dollars.

- b. **Choice of Law; Dispute Resolution.** The choice of law and dispute resolution clauses shall be the same as those under the Contract.
- c. **Notices.** All notices under this Agreement shall be the same as those under the Contract.
- d. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement, including, without limitation provisions related to billing and payment and indemnification, will survive termination of this Agreement.
- e. **Further Assurances.** Each Party shall provide such information, execute and deliver any instruments and documents and to take such other actions as may be reasonably requested by the other Party to give full effect to this Agreement and to carry out the intent of this Agreement, including but not limited to using commercially reasonable efforts to negotiate a Neighborhood Agreement.
- f. **Waivers.** No provision or right or entitlement under this Agreement may be waived or varied except in writing signed by the Party to be bound. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly provided.
- g. **Non-Dedication of Facilities.** Nothing in this Agreement may be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. The Parties acknowledge that (i) Purchaser is a governmental entity, (ii) Purchaser is entering into this Agreement, the Contract, and the Lease for a public purpose, and (iii) this provision is not intended to imply the Purchaser is not acting to benefit the public by entering into this Agreement. Neither Party may knowingly take any action that would subject Seller or its facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Seller acknowledges that the City of Detroit's Public Lighting Department is a municipal electric utility. The Purchaser shall not assert in any proceeding before a court or regulatory body that Seller is a public utility by virtue of Seller's performance under this Agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use commercially reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller may terminate this Agreement without further liability under this Agreement except with respect to liabilities accrued prior to the date of termination and remove the System in accordance with the Contract.
- h. **Service Contract.** The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser shall not take the position on any tax return or in any other filings suggesting that it is anything other than a contract for differences related to System Energy generated by the System.
- i. **No Partnership.** No provision of this Agreement may be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither may be considered the agent of the other.
- j. **Entire Agreement, Modification, Invalidity, Captions.** This Agreement, along with the Contract, applicable Lease, Neighborhood Agreement, constitutes the entire agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written. This Agreement may be modified only by a writing signed by both Parties. If any provision of this VPPA is found to be in conflict with the Contract, this Agreement shall control. If any provision of this Agreement is found unenforceable or invalid, such provision shall not be read to render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be rectified or interpreted so as to best accomplish its objectives within the limits of applicable law.
- k. **Forward Contract.** The transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.
- l. **No Third-Party Beneficiaries.** Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto, and the Financing Parties to the extent provided herein or in any other agreement between a Financing Party and Seller or Purchaser, and do not imply or create any rights on the part of, or obligations to, any other Person.

- m.** **Counterparts.** This Agreement may be executed in any number of separate counterparts and each counterpart will be considered an original and together comprise the same Agreement.

End of Exhibit 3

Exhibit 4
[Reserved]

Exhibit 5

Purchase Option Pricing

[If for Gratiot/Findlay:]

Purchase Option Year	10	15	20	25
	\$10,211,094	\$8,130,731	\$6,102,322	\$2,396,154

[If for State Fair:]

Purchase Option Year	10	15	20	25
	\$16,226,391	\$12,891,203	\$9,607,544	\$3,620,492

Exhibit 6
[Reserved]

Exhibit 7
Approved EPC Contractors

[to be provided]

**Exhibit 8
Fixed Price Adjustments**

Adjustment Table	Fixed Price change (\$/kWh)	
Site	[Gratiot Findlay	[State Fair
+ 10% ITC (50% total)	\$ (0.002)	\$ (0.005)
+ \$1/Watt-DC Interconnection Cost Change	\$ 0.03965	\$ 0.03996
+ \$1/Watt-DC Energy Efficiency or Neighborhood Agreement Cost Change	\$ 0.05200	\$ 0.05720
+ \$1/Watt-DC Design Cost Change	\$ 0.03965	\$ 0.03996
Property tax overrun per \$10,000/year	\$ 0.001423	\$ 0.0007765

Exhibit 3

Form of Lease

SOLAR ENERGY LEASE AGREEMENT

THIS SOLAR ENERGY LEASE AGREEMENT (this "Lease") entered into of the _____, 2024 (the "Effective Date"), by the CITY OF DETROIT ("City"), acting through its Public Lighting Department, and [Lightstar Subsidiary], LLC, [a Delaware limited liability corporation] ("Tenant"). Tenant and City are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties". Any capitalized term used in this Lease and not defined in this Lease shall have the meaning given to it in the VPPA or the Energy Development Contract, as applicable (each as defined below).

RECITALS

- A. In order to meet its goals to reduce its greenhouse gas emissions and its contribution to climate change that has led to hardships for inhabitants of the City, the City, acting through its Public Lighting Department, seeks to offset 100% of its electricity usage for the City's operations with locally-generated solar power ("Solar Initiative").
- B. City and Lightstar Renewables, LLC, an Affiliate of Tenant, previously entered into that certain Contract Between City of Detroit and Lightstar Renewables, LLC for Solar Photovoltaic Energy Development on City-Owned Property, dated _____, 2024 (the "Energy Development Contract"), pursuant to which the City and Lightstar Renewables, LLC have agreed to undertake certain obligations with respect to the development of certain solar energy generation projects on real property owned by the City, subject to the terms of the Energy Development Contract.
- C. City and Tenant have entered into that certain Virtual Power Purchase Agreement, dated [as of the date hereof] (the "VPPA" and, together with the Energy Development Contract, the "Contracts"), pursuant to which the City and Tenant have agreed that Tenant will install, own and operate electric grid-connected photovoltaic, solar energy facilities ("Solar Project") on the Premises (as defined below).
- D. The Solar Project includes, but is not limited to, the installation, maintenance and operation of a solar generating system, its electrical and mechanical components, support structure, mounting or tracking components, inverter(s), modules, meter(s), monitoring components, meteorological monitoring devices, conduit, collection lines, cables, electric lines, transmission lines, ducts, transformers, junction boxes, fences, interconnection facilities, substation, roadways, driveways, and other related elements and improvements installed in the nature of and in connection with the work including trees, shrubs, and other vegetation and storm water basins and may also include storage facilities and future solar electric generation facilities and related equipment and infrastructure.
- E. The City is the owner in fee simple, subject to matters of record, of certain real property located within the "_____" neighborhood and more particularly described in **Exhibit A-1** attached hereto and depicted on **Exhibit A-2** attached hereto (the "Premises"), has obtained all necessary land rights pursuant to Section 3.E of the

Energy Development Contract, and all Site Preparation Work (as defined in the Energy Development Contract) has been completed.

- F. In accordance with the Energy Development Contract, the City desires to lease to Tenant, and Tenant desires to lease from the City, the Premises, for construction and operation of the Solar Project, subject to the terms of this Lease.

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

ARTICLE 1
LEASE OF PREMISES & TERM

1.1 Lease of Premises; Permitted Use. During the Term (as defined in Section 1.4), the City shall lease to Tenant, and Tenant shall lease from the City, the Premises, for use as part of the Solar Initiative of the City to generate electricity that is devoted to the use of the public, subject to the terms of this Lease. During the Term, Tenant may use the Premises for the sole purpose of installing, maintaining, operating, expanding, updating, repairing, replacing, altering, and removing the Solar Project desirable for the Term, and other uses which are incidental or necessary thereto. The “Premises” for purposes of this Lease includes the surface of the real property and the earth under surface up to a depth of ten (10) feet, and any airspace over said real property necessary to ensure direct sunlight for operation of the Solar Project and the generation of solar energy on said real property, together with any streets, sidewalks or alleys located within the Premises, but does not include any overhead or subsurface utility infrastructure within the Premises owned or operated by the City or any third parties. Tenant shall not permit or suffer any use of the Premises for the use of others, except that it shall permit reasonable access to utilities with infrastructure within the Premises and except for certain areas of the Premises which may be used for an agrivoltaics demonstration project as expressly provided herein. City further grants Tenant the following rights: to receive, unload, store, warehouse and protect all materials, tools and equipment on the Premises. Tenant shall have the right to restrict access to the Premises by the public during the Term.

1.2 Agrivoltaics. Tenant may, but is not required to, allow the use of certain parcels which are part of the Property and listed in Exhibit B attached hereto for an agrivoltaics demonstration project, provided that the Neighborhood Agreement allows for such usage and a report is prepared for public dissemination regarding the agrivoltaics demonstration project which shall include a description of the agricultural uses incorporated with the Solar Project, the steps taken to allow such coordination and adapt to the urban environment, and lessons learned. The agrivoltaics project may benefit a subcontractor that is performing the agrivoltaics demonstration project.

1.3 Physical Condition of the Premises. Subject to completion of the City’s Site Preparation Obligations (as defined below), the Premises is delivered by City to Tenant in a current

“as-is” physical condition, and Tenant hereby accepts the Premises in its as-is” physical condition. City expressly disclaims and Tenant waives all implied warranties regarding physical condition including, without limitation, any warranty of merchantability or warranty of fitness for a particular use or purpose.

1.4 Term.

(a) The term of this Lease shall commence upon the Effective Date, and unless terminated earlier as expressly provided herein, shall expire on the thirty-fifth (35th) anniversary of the Commercial Operation Date (the “Term”), as designated in the Notice of Commercial Operation issued by Lightstar pursuant to the Energy Development Contract.

(b) At any time during the Term of this Lease following expiration of the VPPA, the City shall have the right to terminate this Lease for convenience by providing not less than sixty (60) days’ prior written notice to Tenant, provided that such termination shall not be effective until either (i) (A) the City has paid to Tenant a termination payment equal to the greater of (1) the amount set forth on Exhibit C for the applicable year in which such termination occurs; or (2) the Fair Market Value of the Solar Project, and (B) the Solar Project has been fully decommissioned in accordance with the Energy Development Contract or (ii) if the Solar Project is not decommissioned, then the City has paid to Tenant an amount equal to one hundred and fifty percent (150%) of the greater of (1) the Fair Market Value of the Solar Project or (2) the amount set forth on Exhibit C for the applicable year in which such termination occurs.

1.5 Rent. Commencing on the Commercial Operation Date and continuing during the term of the VPPA, there shall not be any rent or other lease fee due by Tenant hereunder to the City, it being understood and agreed that during the term that the VPPA is in in force and effect the Solar Project will be operated for the benefit of the City pursuant to the terms of the VPPA. Commencing upon the expiration of the VPPA, and continuing thereafter during the Term, Tenant shall pay the City annual rent in the amount of \$6,500 (escalating at 2% per year following VPPA expiration) per MWdc of the Solar Project’s installed capacity per year (but not less than the Solar Project’s installed capacity as of the Commercial Operation Date). Rent shall be paid semi-annually in advance, with semi-annual payments due June 30th and December 31st of each year (each a “Semi-Annual Payment Date”) (and such rental payments shall be prorated as necessary to account for any partial calendar years during such period). Tenant shall be entitled to set off from any rental payment due hereunder any amounts owed by City pursuant to Section 1.7.

1.6 Removal of Solar Project at End of Term. Upon the expiration of the Term or earlier termination of this Lease, following payment of any termination payment owed by the City hereunder or under the VPPA, if any, Tenant shall decommission the Solar Project or cause the Solar Project to be decommissioned in accordance with the terms of the Energy Development Contract. The obligations contained in this Section 1.6 shall survive the expiration or earlier termination of this Lease.

1.7 Purchase and Sale of RECs. Following the expiration of the VPPA, the City shall have the right of first option to purchase all RECs generated by the Solar Project at the Average REC Value. “Average REC Value” means the average price (expressed in \$/MWh or \$/MW, as applicable) for the sale and delivery of RECs of the same vintage as the RECs generated by the Solar Project, in lots of approximately the same quantity as the aggregate number of RECs to be transferred to the City, as determined by the average of price quotes obtained by Tenant (which shall obtain a minimum of two price quotes) from nationally recognized brokers at the time of expiration of the VPPA.

(a) The City may exercise its right of first option to purchase any RECs generated by the Solar Project since the previous Semi-Annual Payment Date by delivering notice to Tenant at any time prior to the date that is fifteen (15) days prior to the Semi-Annual Payment Date. If the City does not deliver notice of its desire to purchase the RECs within fifteen (15) days prior to a Semi-Annual Payment Date, then Tenant may sell or transfer such RECs as desired by Tenant.

(b) The City will be entitled to the benefit of all ownership interests in any RECs of the Solar Project which the City elects to purchase pursuant to this Section 1.7. The City will cooperate with Tenant in obtaining, securing and transferring any and all RECs to the City on a semi-annual basis, or at the City’s option, Tenant shall retire such RECs on the City’s behalf on a semi-annual basis, and the City shall pay Tenant the Average REC Value for such RECs on the applicable Semi-Annual Payment Date for each applicable year; provided, that the City may set off from any REC payment due hereunder any amounts owed by Tenant pursuant to Section 1.5. The Tenant may incur out-of-pocket costs or expenses in connection with such actions, and any customary, out-of-pocket costs incurred by Tenant in connection with the registration, transfer, or retirement of RECs shall be invoiced to and paid by the City. Tenant shall not make any filing or statements inconsistent with the City’s ownership interests in the RECs of the Solar Project. If any RECs cannot be transferred to the City due to legal restrictions beyond Tenant’s reasonable control, then, within five (5) Business Days after Tenant’s failure to effect such transfer, Tenant shall deliver to the City an Attestation with respect to such RECs to the City. “Attestation” shall mean a certificate issued by Tenant that is reasonably acceptable to the City in which Tenant certifies (a) the applicable Interval Quantity, and (b) that Tenant has retired such RECs in the name of the City.

(c) Risk of loss of RECs shall transfer from Tenant to the City upon retirement or transfer of such RECs in the applicable tracking system.

(d) Tenant shall not transfer or retire any RECs arising from the Solar Project or the energy produced thereby on behalf of any entity or person other than the City.

ARTICLE II **ENVIRONMENTAL PROVISIONS**

2.1 Environmental Compliance. Without limiting any other provisions of this Lease, Tenant shall not, except in compliance with all federal, state or local laws relating to health, safety or the environment (hereinafter “Environmental Law”), cause, permit or suffer any hazardous substances, wastes or materials, including petroleum (including fractions thereof and petroleum

based products), asbestos and polychlorinated biphenyls as defined or regulated under Environmental Law (hereinafter "Hazardous Substances") to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Premises or any portion thereof by Tenant, its agents, employees or contractors except in compliance with Environmental Law and in connection with the constructing, installing, maintaining, operating, expanding, updating, repairing, replacing, altering, and removing the Solar Project. Further, Tenant shall not use, stock or store any Hazardous Substances upon the Premises in violation of Environmental Law. Tenant shall within a reasonable time notify City and provide City copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports or notices relating to any Hazardous Substances on the Premises in violation of any Environmental Law. Tenant shall be responsible for, and shall indemnify, defend (with counsel acceptable to the City and at Tenant's sole cost) and hold the City harmless from all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, fines, judgments, suits, proceedings, damages, disbursements and expenses of any kind (including natural resource damages, attorneys' fees and experts' fees and expenses, and fees and expenses incurred in investigating, defending or prosecuting any litigation, claim, action or proceeding) (collectively, "Claims") that may at any time be imposed upon, incurred by or asserted or awarded against City in connection with or arising out of the transportation, treatment, storage, disposal, use, escape, dispersal, seepage, migration, emission, discharge or release of any Hazardous Substances in violation of Environmental Laws by Tenant, its agents, employees or contractors from or at the Premises.

2.2 Hazardous Materials Discovered After Operation. If any Hazardous Materials are discovered on the Premises after the Effective Date, and such Hazardous Materials are not brought onto the Premises by Tenant and prevent or delay the safe development, construction or operation of the Solar Project on part of the Premises or prevent the development, construction or operation of the Solar Project in accordance with applicable laws, then the Tenant shall promptly notify the City of the presence of such Hazardous Materials (if discovered by Tenant), and the City shall have sixty (60) days from the receipt of such notice from Tenant or from the City first becoming aware of such Hazardous Materials to elect either (a) to remediate such Hazardous Materials in compliance with applicable Environmental Laws, or (b) to propose parcels adjacent to the Premises (the "Substitute Parcels") which are owned in fee simple by the City and similar in total size to the portion of the Premises affected by the presence of such Hazardous Materials to be substituted as part of the Premises in lieu of the parcels affected by the presence of such Hazardous Materials. If the City elects to remediate such Hazardous Materials, then the City shall reasonably and diligently pursue such remediation in compliance with applicable Environmental Laws. If the City elects to substitute the Substitute Parcels as part of the Premises, the Tenant shall have a period of sixty (60) days after receipt of such election to conduct a Phase I Environmental Site Assessment and determine whether such Substitute Parcels are suitable for operation of the Solar Project. Tenant shall notify the City within fifteen (15) days of Tenant's receipt of the Phase I Environmental Site Assessment for such Substitute Parcels if the Substitute Parcels are approved by Tenant. If the Substitute Parcels are approved by Tenant, then the City and Tenant shall amend this Lease to include such Substitute Parcels as part of the Premises (including amending Exhibit A-1 and Exhibit A-2 hereof) and such property shall thereafter be part of the Premises, provided that any such amendment and the inclusion of the Substitute Parcels as part of the Premises shall be subject to the adoption of a resolution by the Detroit City Council approving the lease of such

Substitute Parcels to Tenant, as approved by the Mayor, and such amendment approved as to form by the City of Detroit Corporation Counsel. If Tenant does not approve of such Substitute Parcels then (i) if the Solar Project can be constructed and operated on the remaining parcels that are part of the Premises without materially adversely affecting the ability of or cost to Tenant to operate the Solar Project, then this Lease shall terminate as to the portion of the Premises affected by such Hazardous Materials only, and shall continue with respect to the remaining portion of the Premises, or (ii) if the Solar Project cannot be constructed or operated on the remaining parcels that are part of the Premises without materially adversely affecting the ability of or cost to Tenant to operate the Solar Project, then Tenant may terminate this Lease by providing written notice to the City within fifteen (15) days of Tenant's rejection of the Substitute Parcels, whereupon this Lease shall be of no further force or effect and neither party shall have any further obligation hereunder, except such obligations as expressly survive termination.

2.3 Anything to the contrary contained herein notwithstanding, Tenant may conduct a baseline environmental assessment within forty-five (45) days of occupying the Premises and disclose such baseline environmental assessment to the Michigan Department of Environment, Great Lakes, and Energy within six (6) months of Tenant occupying the Premises.

ARTICLE III **CONSTRUCTION AND INSTALLATION OF THE SOLAR PROJECT**

3.1 **Installation.** The City hereby grants Tenant an irrevocable license to construct and install the Solar Project after the Effective Date of this Lease terminating upon commencement of the Term or earlier termination of this Lease at the sole cost and expense of Tenant. All work performed by Tenant in connection with the construction and installation of the Solar Project shall be performed in accordance with all applicable federal, state and local laws, rules, regulations and ordinances, and the terms of the Contracts. City shall have the right to review all construction plans and work with Tenant. The fencing and screening of the Premises shall be in accordance with Section [___] of the Neighborhood Agreement. Tenant shall be responsible for obtaining all permits, licenses and approvals required for the installation, operation and maintenance of the Solar Project.

3.2 **No Obstructions.** City acknowledges that the free and unobstructed flow of sunlight ("**Insolation**") is a material inducement to Tenant entering into this Lease. The City shall not install or permit any physical obstruction to be constructed (a) on the Premises or (b) on lots that are (i) located adjacent to or directly across any right-of-way from the Premises and (ii) are owned by the City at the time of such installation or construction, that has or would reasonably be expected to have the effect of adversely affecting the operation of the Solar Project or materially reducing the production of energy from the Solar Project without Tenant's prior consent. The City hereby grants to Tenant the right, with prior notice to the City (i) to remove, trim, prune, top or otherwise control the growth of any tree, shrub, plant or other vegetation on the Premises or on City-owned property abutting the Premises (but not including the removal of any trees located within right of ways or between right of ways and public sidewalks which are outside of the Premises) to the extent it prevents or otherwise obstructs Insolation to the Premises, and (ii) to excavate, grade, level and otherwise modify portions of the Premises as necessary for the construction and installation of the Solar Project and related improvements on the Premises, provided that Tenant

shall not hereby be permitted to remove any roadway surfaces within existing right-of-ways of streets or alleys.

3.3 No Interference. During the term of this Lease, the City shall not grant any licenses, easements, leases, mortgages or rights of way, whether recorded or unrecorded, in or to the Premises without Tenant's prior written consent. The City acknowledges that a non-disturbance agreement in favor of Tenant will be a condition to Tenant's consent. Except where necessary to protect the health, safety, or welfare of the public, the City will not initiate or conduct activities near the Premises that it knows or reasonably should know will damage, impair or otherwise adversely affect the Solar Project or its operation (including activities that may adversely affect the Solar Project's direct or indirect exposure to sunlight). The City shall be responsible for any death, injury, or damage that occurs on the Premises to the extent caused by the City's negligence, or the negligence of any of its agents, employees, subcontractors, except to the extent caused by the negligence or willful misconduct of Tenant or Tenant's officials, employees, agents or contractors. Tenant agrees and understands that the Solar Project will have public right-of-ways bordering the Solar Project in active use and nothing in this Section shall be read to restrict the public's use of rights-of-way bordering or nearby the Solar Project. Nothing contained herein shall restrict or prohibit the City or any third parties with existing easements or overhead or underground utility lines within the Premises from accessing such easements or utility lines within the Premises and performing any maintenance, repair, replacement or removal of such utility lines in the ordinary course of operations of the City or such third party. It is further acknowledged and agreed that the Premises contains public rights of way, including streets, alleys and sidewalks, which the City will close during the term of this Lease. During the term of this Lease, neither party shall be required to maintain the right-of-way improvements existing in the right-of-ways as of the date of this Lease. Tenant may locate and install Tenant Property (as defined below) within such right-of-ways during the term of this Lease, provided that such Tenant Property is installed in a manner that allows any utility providers to access their respective utility facilities. Tenant shall not remove any roadways, pavement, or sidewalk improvements within such right-of-ways existing as of the date hereof, except to the extent necessary for the actual installation of the Solar Project.

3.4 Cooperation. The City shall cooperate with, and provide reasonable support to, Tenant to secure any permits, licenses, or easements necessary or desirable in connection with this Lease or the operation of the Solar Project. The grant or denial of any such permits, licenses, or easements with respect to the Premises shall be subject to Tenant complying with all requirements of the City and its applicable departments and with applicable laws, rules, regulations and the 2019 Detroit City Code, consistently applied.

ARTICLE IV **OWNERSHIP; MAINTENANCE OF SOLAR PROJECT & TAXES**

4.1 Ownership of Solar Project by Tenant & Taxes. The Solar Project and all alterations, additions, improvements or installations made thereto by Tenant and all personal property of Tenant used in connection with the installation, operation and maintenance of the Solar Project, or other apparatus related to the Solar Project are, and shall be and remain, the personal property of Tenant ("Tenant Property"). In no event shall any Tenant Property be deemed a fixture, nor shall City, nor anyone claiming by, through or under City (including, but not limited to, any

present or future mortgagee of City) have any rights in or to the Tenant Property at any time. All energy, including capacity and stored energy, generated by the Solar Project shall remain the sole and exclusive property of Tenant.

The City shall retain ownership of the Premises, and the Parties acknowledge that, as real property owned by the City the Premises is Tax Exempt from real property taxes. Tenant shall pay any income taxes imposed on Tenant due to the sale of energy under the Contracts. Tenant shall pay any lessee or user tax payable in connection with Tenant's use of the Property pursuant to M.C.L. 211.181 *et. seq.* Tenant shall be responsible for the payment of, and shall pay before becoming delinquent, all taxes, assessments, fees, or other charges assessed or levied upon Tenant and the Solar Project. Tenant further agrees to timely pay such taxes, assessments, fees, or other charges against the Premises prior to delinquency unless contested and, if contested, shall take such actions as necessary to ensure against any sale or foreclosure. Nothing herein shall prevent or prohibit Tenant from contesting the validity or amount of any such tax, assessment, or fee in the manner authorized by law. Tenant shall be responsible for payment of any personal property taxes, possessory interest taxes, permit fees, business license fees and any and all fees and charges of any nature levied against the Solar Project and operations of Tenant at any time. If bills for taxes on the Solar Project are received by the City, City shall remit such bills promptly to Tenant.

4.2 Maintenance of Solar Project by Tenant. Tenant will operate, maintain and repair the Solar Project in good condition and repair to maintain the equipment installed as part of the Solar Project to continue energy generation during the Term (including the portion of the Term after expiration of the VPPA) at the sole cost and expense of Tenant. All work performed by Tenant in connection with the installation, operation, maintenance and repair of the Solar Project shall be performed in accordance with all applicable federal, state and local laws, rules, regulations and ordinances. Tenant shall maintain the landscaping as specified in the Neighborhood Agreement. The City shall have non-emergency access to the Premises to inspect the Solar Project, provided that the City has provided Tenant with notice of such access by the close of business two (2) Business Days before such access, and provided that such access is during normal business hours on Monday to Friday and at a mutually agreed upon time. When so accessing the Solar Project Property, City shall abide by all of Tenant's safety and security protocols and, if required by Tenant, be escorted by Tenant's personnel.

4.3 Security. At all times during Tenant's construction and operations on the Premises, Tenant shall keep any and all areas of construction and operation adequately secured for safety and security purposes. Tenant shall have the right to install fencing and other security measures around the Solar Project, provided that such fencing and measures are consistent with the Contracts and the Neighborhood Agreement. Tenant acknowledges that City shall have no obligation whatsoever to provide guard services or other security measures for the benefit of Tenant or the Solar Project.

ARTICLE V
LOSS, DAMAGE OR DESTRUCTION OF SOLAR PROJECT; INSURANCE; FORCE
MAJEURE

5.1 Solar Project Loss. Tenant shall bear the risk of any loss to the Solar Project including Tenant's personal property, equipment or materials ("Solar Project Loss"). Tenant shall

be also responsible for any death, injury, or damage that occurs on the Premises to the extent caused by Tenant's negligence, or the negligence of any of its agents, employees, subcontractors or any party whom Tenant has permitted on the Premises under this Lease, except to the extent caused by the negligence or willful misconduct of City or City's officials, employees, agents or contractors. All losses and damages at the Premises shall be reported to City upon discovery by Tenant.

(a) In the event of any Solar Project Loss that, in the reasonable judgment of Tenant, does not result in a Material Casualty, this Lease will remain in full force and effect and Tenant may, at Tenant's sole discretion and sole cost and expense, to repair or replace the Solar Project. Tenant shall be entitled to all proceeds of insurance with respect to the Solar Project.

(b) In the event of any Solar Project Loss that, in the reasonable judgment of Tenant, results in destruction or loss (a) of 50% or more of the Solar Project or (b) that is so substantial that the time required to restore the Solar Project will be greater than half the remaining Term (a "Material Casualty"), Tenant shall, within thirty (30) days following the occurrence of such Solar Project Loss, notify City whether Tenant is willing, notwithstanding such Solar Project Loss, to repair or replace the Solar Project. If Tenant does not elect to replace the Solar Project, then this Lease shall terminate effective upon the date of Tenant's election not to repair or replace the Solar Project, Tenant shall thereafter decommission and remove the Solar Project in accordance with Section 1.6 hereof, and Tenant shall be entitled to all proceeds of insurance with respect to the Solar Project.

5.2 Force Majeure; Non-Use. The provisions of Article 22 of Exhibit 4 of the Energy Development Contract are incorporated herein by reference. Upon the occurrence of a Force Majeure Event (as defined in the Energy Development Contract), Tenant shall be entitled to the benefits granted to, and subject to the obligations of, a "Project Company" as set forth in such Article 22 of Exhibit 4 of the Energy Development Agreement. The provisions of Section 3(A) of the Energy Development Contract are incorporated herein by reference. If Tenant fails to develop, construct or operate the Solar Project for the time period specified in such Section 3(A) of the Energy Development Contract, then the City shall have the right to terminate this Lease as provided in the Energy Development Contract, whereupon this Lease shall be of no further force or effect and neither party shall have any further obligation hereunder, except such obligations as expressly survive termination.

5.3 Insurance. Tenant will, at its own cost and expense, maintain the forms of insurance required in the Energy Development Contract. For the avoidance of doubt, Tenant's property insurance shall cover the Solar Project and the Premises. The provisions of this Lease shall not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies. The liability of the Parties shall not be limited by insurance.

ARTICLE VI
EVENTS OF DEFAULT; REMEDIES

6.1 Events of Default. A Party shall be in default under this Agreement of such Party breaches any of its obligations hereunder and fails to cure such breach within thirty (30) days after written notice from the other Party (or such longer period of time as may reasonably be required to cure such default, if such default cannot reasonably be cured within a thirty (30) day period)

6.2 Remedies.

(a) Prior to expiration of the VPPA, such default shall constitute an event of default of such party under the VPPA, and the non-defaulting Party shall have the right to pursue any such remedies available to such Party under the VPPA.

(b) Following expiration of the VPPA, upon any default under this Lease by a party which continues beyond thirty (30) days after the non-defaulting party delivers written notice thereof to the defaulting party (an "Event of Default") then the non-defaulting party shall be entitled to the following remedies:

(i) if the Event of Default is caused by Tenant: (A) the City shall have the right to terminate this Lease and recover from Tenant as damages the greater of (1) the cost to the City of purchasing replacement RECs (including any brokerage fees, commissions, legal expenses and other similar third party transaction costs and expenses which would reasonably be incurred by the City in entering into any new arrangement to purchase replacement RECs) in excess of the cost City would incur in the purchase of such RECs under this Agreement (to the extent the Solar Project is generating RECs at the time of such termination) or (2) the value of all rental payments due under this Lease during the remainder of the Term; or (B) the City shall have the right to purchase the Solar Project at the asset value of the Solar Project equipment (without taking into account future revenues of the Solar Project), as mutually determined by the Parties by delivering written notice of the City's exercise of such right to Tenant at any time prior to Tenant's cure of such Event of Default; provided, however, if the Parties cannot agree to an asset value of the Solar Project equipment within thirty (30) days after the City has delivered to Tenant a notice of its intent to purchase the Solar Project, (1) the Parties shall mutually select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the asset value of the Solar Project equipment; (2) such appraiser shall act reasonably and in good faith to determine the asset value of the Solar Project equipment on an installed basis and shall set forth such determination in a written opinion delivered to the Parties; (3) the asset value of the Solar Project equipment made by the appraiser will be binding upon the Parties in the absence of fraud or manifest error; (4) the costs of the appraisal shall be borne by the Parties equally; (5) if the reasonably projected cost to decommission the Solar Project exceeds the asset value of the Solar Project equipment as so determined, then no payment shall be owed by the City and

Lightstar shall pay to the City an amount equal to such excess; and (6) following the purchase of the Solar Project by the City, the Tenant shall have no obligation to decommission the Solar Project; or (C) the City may pursue any and all other remedies available under the law or in equity. and

(ii) if the Event of Default is caused by the City: (A) Tenant shall have the right to terminate this Lease and recover from the City as damages the greater of (1) the amount set forth on Exhibit C for the applicable year in which such termination occurs; or (2) the Fair Market Value of the Solar Project; or (B) tenant may pursue any and all other remedies available under the law or in equity. The “Fair Market Value” of the Solar Project shall be determined by mutual agreement of the Parties; provided, however, if the Parties cannot agree to a Fair Market Value within thirty (30) days after Tenant has delivered to the City a notice of its intent to terminate this Lease, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the Solar Project, determined based on the net present value of the Solar Project operating during the remainder of the Term, assuming projected net revenues to the Tenant based on the sale of energy from the Solar Project as reasonably projected by Tenant, discounted to present value. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the Solar Project and shall set forth such determination in a written opinion delivered to the Parties. The determination of Fair Market Value shall include a deduction for costs of decommissioning the Solar Project and a credit for the value of any funded decommissioning reserve, but in no event shall the Fair Market Value be less than zero dollars (\$0). The valuation made by the appraiser will be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Following such termination this agreement shall be of no further force or effect, except for such terms as expressly survive termination.

6.3 VPPA Termination. This Lease shall remain in full force and effect following expiration of the Term of the VPPA (as defined therein), but this Lease shall automatically terminate if the VPPA is terminated for any reason other than expiration of the Term thereunder.

ARTICLE VII **LIMITATIONS**

7.1 Waiver of Consequential Damages. The City will not be liable to Tenant and Tenant will not be liable to City for special, indirect or consequential damages arising out of the performance or non-performance of this Lease, whether caused by negligence, tort, strict liability, breach of contract, or breach of warranty, including damages in the nature of lost profits or revenues, loss of use of facilities or equipment or inability to perform contracts with third parties (other than for any damages incurred under such contracts), other than for damages resulting from the claims of third parties.

ARTICLE VIII
NOTICES

8.1 Notices. Notices under this Lease shall be sent to:

<p>If to Tenant:</p> <p>[_____]</p> <p>c/o Lightstar Renewables LLC 501 Boylston Street, 10th Floor Boston, MA 02116 Attention: General Counsel Email: generalcounsel@lightstar.com</p>	<p>If to the City:</p> <p>City of Detroit Office of the Clerk, Public Lighting Department 2 Woodward Ave., Detroit, Michigan 48226 Attention: Email:</p> <p>With a copy to:</p> <p>Corporation Counsel City of Detroit Law Department 2 Woodward Avenue, Suite 500 Detroit, Michigan 48226 Attention: Bruce Goldman Email: goldb@detroitmi.gov</p>
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A Party may change its address or email by written notice to that effect to the other Party. Notices given under this Section are deemed to have been effectively given upon receipt, if mailed via prepaid overnight mail by a reputable carrier or if delivered by courier. Notices will be deemed effectively given on the third Business Day following the day when the notice properly addressed and postpaid is placed in the United States mail. It is expressly understood and agreed, however, that any notices referred to in this Lease must first be delivered by or sent electronically in accordance with the dates and times provided in this Lease and must be mailed as soon as practicable thereafter.

ARTICLE IX
ASSIGNMENT; BINDING EFFECT

9.1 Assignment; Binding Effect. This Lease may not be assigned by Tenant without the prior written consent of the City, except that this Lease may be assigned by Tenant without the City’s prior written consent in connection with an assignment of the VPPA (as permitted in the VPPA) or in accordance with Article X and shall not be assigned by the City except to a successor owner of the Property. Any assignee hereunder shall assume in writing, in form and content reasonably satisfactory to the party not performing such assignment, the performance and obligations under this Lease of the assigning party. It is the intent of the Parties that this Lease shall be binding upon and inure to the benefit of the parties’ successors and assigns.

ARTICLE X
FINANCING

10.01 Tenant's Financing Rights. Tenant shall have the right to encumber its interest in this Lease or in the Solar Project, or any portion thereof, by security documents in favor of one or more lenders. In no event shall Tenant utilize any federal grants or other federal funds to finance the Solar Project other than investment tax credits.

10.02 Lender Protections. If any security document is entered into by Tenant then the lender shall, for so long as its security document is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Article X. Tenant shall send written notice to City of the name and address of any such lender. The failure of Tenant to give notice of any such lender shall not constitute a default under this Lease and shall not invalidate such security document, but the lender shall not have rights with respect to or against City unless City has received written notice of lender's interest.

(a) Each lender shall have the absolute right: (1) to assign its lien and/or security interest; (2) to enforce its lien and acquire title to Tenant's leasehold estate by any lawful means; (3) to take possession of and operate the Solar Project or any portion thereof, to exercise all of Tenant's rights under this Lease, and to perform all obligations to be performed by Tenant under this Lease, or to cause a receiver to be appointed to do so; and (4) to acquire the Tenant's leasehold and/or easement estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the Tenant's leasehold and/or easement estate to a third party. City's consent shall not be required for the acquisition of the encumbered leasehold or estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

(b) As a precondition to exercising any rights or remedies as a result of any default of Tenant, City shall give a notice of default to each lender of which it has written notice concurrently with delivery of such notice to Tenant. In the event City gives a notice of default, the following provisions shall apply:

(1) The lender shall have the same period after receipt of the notice of default to remedy the default, or cause the same to be remedied, as is given to Tenant, an additional ninety (90) days after receipt of the notice of default, provided that such 90-day period shall be extended for the time reasonably required to complete such cure if such lender has commenced (including by taking steps to obtain possession of the Premises) and is diligently pursuing such cure, including the time required for the lender to perfect its right to cure such default by obtaining possession of the Premises (including possession by a receiver) or by instituting foreclosure proceedings, provided the lender acts with reasonable and continuous diligence. The lender shall have the absolute right to substitute itself for Tenant and perform the duties of Tenant hereunder for purposes of curing such default. City expressly consents to such substitution, agrees to accept such performance, and authorizes the lender (or its employees, agents, representatives or contractors) to enter upon the Premises to complete such performance with all the rights, privileges and obligations of the Tenant hereunder. City shall not take any action to terminate this Lease in law or equity prior to the expiration of the cure periods available to a lender as set forth above and

unless City has provided any lender with at least 5 Business Days' prior written notice of City's intent to terminate.

(2) During any period of possession of the Premises by a lender (or a receiver requested by such lender) and/or during the pendency of any foreclosure proceedings instituted by a lender, the lender shall pay or cause to be paid all monetary charges payable by Tenant hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Tenant's leasehold and easement estate by the lender or its assignee or designee as a result of either foreclosure or acceptance of an assignment and/or deed in lieu of foreclosure, or by a purchaser at a foreclosure sale, and provided the lender has made the payments set forth in the previous sentence, this Lease shall continue in full force and effect and the lender or party acquiring title to Tenant's leasehold estate shall, as promptly as reasonably possible, commence the cure of all of Tenant's defaults which are reasonably susceptible of being cured by the lender or party acquiring title, and thereafter diligently process such cure to completion, whereupon such defaults shall be deemed cured without incurring any default hereunder.

(3) Any lender or other party who acquires Tenant's leasehold interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations imposed on Tenant by this Lease so long as such lender or other party has ownership of the leasehold estate or possession of the Premises.

(4) Neither the bankruptcy nor the insolvency of Tenant shall be grounds for terminating this Lease as long as all material obligations of Tenant under the terms of this Lease are performed by the lender in accordance with the terms hereof.

(5) Nothing herein shall be construed to extend this Lease beyond the Term or to require a lender to continue foreclosure proceedings after a default has been cured. If the default is cured and the lender discontinues foreclosure proceedings, this Lease shall continue in full force and effect.

10.03 Lender Consent. Notwithstanding any provision of this Lease to the contrary, the Parties agree that so long as there exists an unpaid security document of which City has received written notice, this Lease shall not be modified or amended and City shall not accept a surrender of the Premises or any part thereof or accept a cancellation, termination or release of this Lease from Tenant prior to expiration of the Term without the prior written consent of the lender. This provision is for the express benefit of and shall be enforceable by such lender. In furtherance of Tenant's financing arrangements and in addition to any other rights or entitlements of Tenant under this Lease, the City shall timely execute any commercially reasonable consents to assignment (which may include notice, cure, attornment and step-in rights) that may be reasonably requested by Tenant or the financing parties; provided, that such consents to assignment do not materially impair the rights or materially increase the burdens or obligations of City under this Lease or extend the Term.¹

¹ **Note to City:** Revised to include a "commercially reasonable" standard so that the City would never be forced to enter into a consent that is commercially unreasonable. Also we have included language mirroring the language in

10.04 Termination. In the event this Lease is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, if requested by a lender of Tenant within thirty (30) days of such rejection or disaffirmation of this Lease, and subject to the adoption of an appropriate resolution of the Detroit City Council, as approved by the Mayor of the City of Detroit to the extent required by and in accordance with the City Charter and applicable ordinances, the City shall execute a replacement lease on the same terms and conditions as this Lease for the remaining Term with the party that has succeeded Tenant's interest in the Solar Project property. City agrees to use reasonable efforts to obtain any such necessary approvals, provided that nothing contained herein shall be deemed to be a representation by the City of any action which may be taken by the Detroit City Council or the Mayor of the City of Detroit, nothing contained in this Lease shall obligate any member of the Detroit City Council to vote in any specific manner, and each member of the Detroit City Council is entitled to exercise their independent judgment in voting whether to approve such replacement lease.

10.05 Amendment of Lease. The City will not unreasonably withhold its consent to amend this Lease to include any provision that may reasonably be requested by an existing or proposed lender of Tenant; provided, however, that no such amendment or additional documents shall materially impair the rights or increase the burdens or obligations of City under this Lease or extend the Term, and further provided that any such amendment to this lease shall have been executed by a duly authorized representative of the City pursuant to an appropriate resolution of the Detroit City Council, as approved by the Mayor of the City of Detroit, and approved as to form by the City's Corporation Counsel, to the extent required by and in accordance with the City Charter and applicable ordinances. City agrees to use reasonable efforts to obtain any such necessary approvals, provided that nothing contained herein shall be deemed to be a representation by the City of any action which may be taken by the Detroit City Council or the Mayor of the City of Detroit, nothing contained in this Lease shall obligate any member of the Detroit City Council to vote in any specific manner, and each member of the Detroit City Council is entitled to exercise their independent judgment in voting whether to approve such amendments to this Lease. Tenant shall reimburse the City for any reasonable costs, including reasonable attorney's fees, incurred for the review of any amendments or new agreements requested by a lender.

10.06 Third Party Beneficiary. Within thirty (30) days after receipt of written request from Tenant or any existing or proposed lender, execute and deliver thereto a certificate to the effect that City (i) recognizes a particular entity as a lender under this Lease and (ii) will accord to such entity all the rights and privileges of a lender hereunder. All lenders shall be deemed third party beneficiaries of the rights granted to lenders under this Lease.

ARTICLE XI
MISCELLANEOUS

Section 10.05 below to ensure any such consent does not materially impact City's rights or obligations under this Lease. We view these as standard consent to assignment provisions that will be required for Lightstar to finance the project.

11.1 Conflicts with Contract. Nothing in this Lease is intended to, and shall not be interpreted to, modify the express provisions in the VPPA. In the event of any direct conflict between this Lease and the VPPA, the terms of the VPPA shall control.

11.2 No Third Party Beneficiaries. Except as provided in Section 10.06, nothing in this Lease will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind.

11.3 No Recourse to Affiliates. This Lease is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any director, officer or employee of the other Party for performance or non-performance of any obligation hereunder, unless such obligations were assumed in writing by the person against whom recourse is sought.

11.4 Relationships of Parties. This Lease shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party.

11.5 Counterparts. This Lease may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument. Executed copies of this Lease may be delivered between the parties via electronic means including electronic mail. The parties intend that this Lease may be executed by either or both of the parties by means of the affixing of a digital signature or by other electronic means, in accordance with the Michigan Uniform Electronic Transactions Act (MCL 450.831 et seq.).

11.6 Entire Agreement; Amendment. This Lease, together with the Contracts, constitute the entire agreement and understanding between the parties hereto relating to the use and operation of the Premises. Tenant acknowledges that neither the City nor the City's agents have made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by Tenant by implication or otherwise unless expressly set forth herein or in the Contracts. Any change in, addition to, or amendment or modification of the terms hereof shall be of no effect unless reduced to writing and executed by Tenant, executed by the duly authorized representative of the City pursuant to the resolution of the Detroit City Council as approved by the Mayor of the City of Detroit, and approved by the City of Detroit Law Department.

11.7 Lease Interest. The relationship between the parties hereto is solely that of a landlord and tenant, and nothing herein contained shall constitute or be construed as establishing any other relationship between them including, without limitation, the relationship of principal and agent, employer and employee or parties engaged in a partnership or joint venture. Without limiting the foregoing, it is specifically understood that neither party is the agent of the other and neither is in any way empowered to bind the other or to use the name of the other in connection with the construction, maintenance or operation of the Premises, except as otherwise specifically provided herein or in the Contracts.

11.9 Lien Waiver. The City hereby waives all rights, if any, of distraint, levy and execution and all common law and statutory liens, security interests, or other liens, if any, which

the City may now or hereafter have in or against the Solar Project for any sums due, or to become due, to the City by Tenant under this Lease. Notwithstanding the foregoing and for the avoidance of doubt, nothing herein shall limit the City's right to place on the Solar Project encumbrances arising out of Tenant's failure to make payment of any taxes when due or liens the law requires the City to cause, create, incur or allow as a governmental entity.

11.10 No Brokers. The City and Tenant each represent and warrant to the other that there are no brokers' commissions, finders' fees or any other charges due to any broker, agent or other party in connection with the negotiation or execution of this Lease.

11.11 Safety Requirements. City shall comply with all safety, environmental, security, or other procedures reasonably set forth by Tenant as required for compliance with all applicable rules, regulations, laws, orders, and standards, including those set forth by the Federal Energy Regulatory Commission, the North American Electric Reliability Corporation (including the Critical Infrastructure Protection standards), any other applicable regulatory authority, and any other applicable standard setting-entity generally recognized in the energy industry.

11.12 Estoppels. City and Tenant shall each, within fifteen (15) days after receipt of a written request from the other, execute and deliver an estoppel certificate in favor of the other Party,² a tax equity investor, a lender, mortgagee, trustee, beneficiary or secured party pursuant to security document, an assignee of this Lease, a purchaser of the Solar Project, bond-holder, or such other parties as may commonly request such certificates, on a form mutually acceptable to the executing party, certifying whether, to the current, actual knowledge of such Party (or in the case of an estoppel being provided by the City, the current actual knowledge of the director of the Public Lighting Department) this Lease is in full force and effect or if such party has knowledge of any outstanding Event of Default hereunder.

11.13 Construction of Agreement. This Agreement and any ambiguities or uncertainties contained herein shall be equally and fairly interpreted for the benefit of and against all parties to this Lease and shall further be construed and interpreted without reference to the identity of the party or parties preparing this document, it being expressly understood and agreed that the parties hereto participated equally in the negotiation and preparation of this Lease or have had equal opportunity to do so. Accordingly, the parties hereby waive the legal presumption that the language of the contract should be interpreted most strongly against the party who caused the uncertainty to exist. The captions used herein are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions hereof.

11.14 Memorandum for Recordation. Tenant shall not record this Lease. City shall execute a memorandum of this Lease reasonably acceptable to Tenant, which Tenant may record, at its cost, in the Wayne County Register of Deeds.

11.15 Exhibits and Schedules. Any and all exhibits and schedules referenced herein and/or attached hereto are hereby incorporated into this Lease by reference.

² **Note to City:** This may be required in the event of a permitted assignment.

11.16 Transfer Taxes. This instrument is exempt from transfer taxes pursuant to: MCL 207.505(e),(f) or (h)(i); MCL 207.526(e), (f) or (h)(i); and MCL 211.8(g).

[Signature page follows.]

EXHIBIT A-1

DESCRIPTION OF PREMISES

EXHIBIT A-2
DEPICTION OF PREMISES

EXHIBIT B

PARCELS WHERE AGRIVOLTAICS DEMONSTRATION IS PERMITTED

EXHIBIT C

TERMINATION PAYMENTS

Year Post-VPPA Expiration	[Termination Payment (\$) Gratiot Findlay	[Termination Payment (\$) State Fair
1	\$1,441,037	\$2,077,811
2	\$1,341,325	\$1,933,721
3	\$1,232,432	\$1,776,424
4	\$1,113,870	\$1,605,268
5	\$985,118	\$1,419,558
6	\$845,619	\$1,218,552
7	\$696,265	\$1,004,004
8	\$536,404	\$775,038
9	\$365,336	\$530,716
10	\$182,315] ³	\$270,038]

³ **Note to Draft:** Column for the applicable Solar Project to be removed and the column for the non-applicable Solar Project deleted.

Exhibit 4
Terms

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ARTICLE 1: DEFINITIONS

1.01 If used, the following words and expressions or pronouns used in their stead shall be construed as follows:

“Amendment” shall mean modifications or changes in this Contract that have been mutually agreed upon by the City and the Contractor in writing and approved by the City Council.

“Associates” shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any Subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees.

“City” shall mean the City of Detroit, a municipal corporation, acting through the office or department named in the Contract as contracting for the Services on behalf of the City.

“City Council” shall mean the legislative body of the City of Detroit.

“Contract” shall mean each of the various provisions and parts of this document, including all attached Exhibits and all Amendments, as executed and approved by the appropriate City departments or offices and by the City Council.

“Contractor” shall mean Lightstar Renewables, LLC, a Delaware limited liability company, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators and assigns.

“Exhibit 4-A” is the Contractor’s Statement of Political Contributions and Expenditures.

“Exhibit 4-C” is the is the Resident Upgrades: Residential Solar Field Program Requirements.

“Neighborhood Agreement” means an agreement entered into by any Project Company with the community organization that nominated the site on which a Solar Project is located, a template for which is attached as Exhibit 6.

“Public Servant” means the Mayor, members of City Council, City Clerk, appointive officers, any member of a board, commission or other voting body established by either branch of City government or the City Charter, and any appointee, employee or individual who provides services to the City within or outside of its offices or facilities pursuant to a personal services contract.

“Records” shall mean all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract.

“Services” shall mean all work that is expressly set forth in the Agreement, and all work required to be performed by the Contractor in order to achieve the objectives of this Contract.

“Subcontractor” shall mean any person, firm or corporation, other than employees of the Contractor, that contracts with the Contractor, directly or indirectly, to perform in part or assist the Contractor in achieving the objectives of this Contract.

“Unauthorized Acts” shall mean any acts by a City employee, agent or representative that are not set forth in this Contract and have not been approved by City Council as part of this Contract.

ARTICLE 2: ENGAGEMENT OF CONTRACTOR

- 2.01 By this Contract, the City engages the Contractor and the Contractor hereby agrees to faithfully and diligently perform the obligations of the Contract and associated agreements, in accordance with the stated terms and conditions.
- 2.02 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the City may contract with other firms to develop solar projects at sites other than the Initial Sites, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor’s obligations to the City in any way. Nothing in this provision shall be read to allow the Contractor to use any Solar Project Property to render services to any non-City entity unless explicitly permitted by the Contract.

ARTICLE 3: CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- 3.01 To induce the City to enter into this Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law.

ARTICLE 4: TIME OF PERFORMANCE

- 4.01 This Contract shall not be valid or enforceable against the City unless approved by the required City departments, approved by the City Council, approved by Corporation Counsel, and signed by the City’s Chief Procurement Officer.
- 4.02 Prior to the approvals set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract. The Chief Procurement Officer shall not authorize any payments to the Contractor, nor shall the City incur any liability to pay for any services

rendered or to reimburse the Contractor for any expenditure, prior to such award and approvals.

ARTICLE 5: DATA TO BE FURNISHED CONTRACTOR

5.01 Copies of all information, reports, records, title commitments, title policies, surveys, environmental reports, geotechnical reports, as-built utility drawings, and data as are existing, available, and deemed necessary by the City or the Contractor for the performance under the Contract shall be furnished to the Contractor upon the Contractor's request. With the prior approval of the City, the Contractor will be permitted access to City offices during regular business hours to obtain any necessary data. In addition, the City will schedule appropriate conferences at convenient times with administrative personnel of the City for the purpose of gathering such data.

ARTICLE 6: CONTRACTOR PERSONNEL AND CONTRACT ADMINISTRATION

[6.01 is omitted]

6.02 The relationship of the Contractor to the City is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or between either party's agents, employees or Subcontractors. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.

ARTICLE 7: (OMITTED)

ARTICLE 8: MAINTENANCE AND AUDIT OF RECORDS

8.01 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after termination of the Contract.

8.02 The City and any government-grantor agency providing funding under this Contract shall have the right at any time upon reasonable prior notice to examine and audit all Records and other supporting data of the Contractor as the City or any agency deems necessary.

a) The Contractor shall make all Records available for examination upon reasonable prior notice during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The City and any government-grantor agency providing funds

for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request.

- b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to use commercially reasonable efforts to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.
 - c) Any overcharge or undercharge for electricity discovered as a result of an audit of the Records shall be repaid to the City by the Project Company that is party to the applicable VPPA or to Project Company by the City, as applicable, within thirty (30) days of notification or may be set off by the City or such Project Company, as applicable, against any funds due and owing the Project Company or City, as applicable.
 - d) Each party shall pay its own audit costs. However, if the dollar amount of the total overcharges, if any, exceeds three percent (3%) of the dollar amount of this Contract, the Contractor shall pay the City's audit costs.
 - e) Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.
- 8.03 The Contractor agrees to include the covenants contained in Sections 8.01 and 8.02 in any contract it has with any Subcontractor, consultant or agent whose services will be charged directly to the City for Services performed pursuant to this Contract.

ARTICLE 9: INDEMNITY

- 9.01 The Contractor agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any of the following occurring during the term of this Contract:
- a) Any negligent or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates;
 - b) Any failure by the Contractor or any of its Associates to perform their obligations under the Contract; and

- c) Any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's or any of its Associates performance of the Agreement.
- 9.02 In the event any action shall be brought against the City by reason of any claim covered under this Article 9, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same.
- 9.03 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.
- 9.04 The indemnification obligation under this Article 9 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.

ARTICLE 10: INSURANCE

- 10.01 During the term of this Contract, the Contractor, shall maintain or cause its Subcontractors to maintain and name Contractor as an additional insured under, the following insurance, at a minimum and at its expense:
- (a) Commercial General Liability (CGL): Insurance covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence.
 - (b) Automobile Liability: Insurance Services Office covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
 - (c) Workers' Compensation: insurance as required by the State of Michigan, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$500,000 per accident for bodily injury or disease.
 - (d) Builder's Risk: (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Such coverage shall name the city as a "Loss Payee."
 - (e) Professional Liability: with limits no less than \$2,000,000 per occurrence or claim.
 - (f) Contractors' Pollution Legal Liability: and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
 - (g) Umbrella Liability: Umbrella / Excess Liability in an amount of \$5 Million per occurrence.

- 10.02 The commercial general liability insurance policy shall include an endorsement naming the "City of Detroit" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the City of Detroit and shall provide blanket contractual liability insurance for all written contracts.
- 10.03 Each such policy shall contain the following cross-liability wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."
- 10.04 All insurance required by this Contract (excluding the Commercial General Liability policy) shall be written on an occurrence-based policy form, if the same is commercially available.
- 10.05 All insurance policies shall name the Contractor as the insured. Certificates of insurance evidencing the coverage required by this Article 10 shall, in a form acceptable to the City, be submitted to the City prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies. In the event the Contractor receives notice of policy cancellation, the Contractor shall immediately notify the City in writing.
- 10.06 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance required under this Article 10 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

ARTICLE 11: (OMITTED)

ARTICLE 12: (OMITTED)

ARTICLE 13: SUBCONTRACTING

- 13.01 No Subcontractor will provide any Services directly to the City. Contractor shall provide notice to Subcontractors of the Subcontractor's obligations to comply with all applicable laws and regulations, including but not limited to the City Code. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractors and of each Subcontractor's Associates to the same extent as set forth in Section 9, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

ARTICLE 14: CONFLICT OF INTEREST

- 14.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its

obligations under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it in the performance of the obligations. Nothing in this provision shall be read to bar the employment of any City resident entitled to benefit from the residential energy efficiency benefits due to the location of their residence.

- 14.02 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.
- 14.03 The Contractor covenants not to employ an employee of the City for a period of one (1) year after the date of termination of this Contract without written City approval.
- 14.04 The Contractor shall promptly identify and inform the City in writing of any potential conflict of interest (as set forth in Sections 14.01 through 14.03 above) or any relationship or actions that might give the appearance that a conflict of interest (as set forth in Sections 14.01 through 14.03 above) exists, or that a situation exists that could reasonably be viewed as affecting the Contractor's objectivity in performing work under this contract, including the performance of administrative or other duties to related organizations. It is not a conflict of interest or an appearance of a conflict of interest to provide any qualified resident a residential energy efficiency benefit.
- 14.05 The Contractor shall provide a statement listing all political contributions and expenditures ("Statement of Political Contributions and Expenditures"), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the Contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns, to elective City officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.
- 14.06 The Contractor's Statement of Political Contributions and Expenditures shall be attached to this Contract as "Exhibit 4-A" and made a part hereof. **This Contract is not valid unless and until the Statement of Political Contributions and Expenditures is provided.**
- 14.07 The Statement of Political Contributions and Expenditures shall be filed by the Contractor on an annual basis for the duration of the Contract, shall be current up to and including the date of its filing, and shall also be filed with all contract renewals and change orders, if any.

ARTICLE 15: CONFIDENTIAL INFORMATION

- 15.01 To the maximum extent permitted by applicable law, if either Party provides confidential information (“Confidential Information”) to the other or, if in the course of performing under this Contract or negotiating this Contract a Party learns Confidential Information of the other Party, the receiving or learning Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation, performance, enforcement and, in the case of Contractor, financing, of this Contract; provided, however that (i) a Party may provide such Confidential Information to its affiliates and to its and its affiliates’ respective officers, directors, members, managers, employees, agents, contractors, consultants and Financing Parties, and potential direct or indirect assignees of this Contract if such potential assignees are first bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information, and (ii) Confidential Information does not include any information that (a) becomes publicly available other than through breach of this Contract, (b) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena, (c) is independently developed by the receiving Party, or (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall reasonably cooperate with the other Party’s efforts to limit the disclosure to the extent permitted by applicable law.
- 15.02 Each Party is liable for breaches of this provision by any person to whom that Party discloses Confidential Information.

ARTICLE 16: COMPLIANCE WITH LAWS

- 16.01 Each Party shall comply with, and Contractor shall require its Associates to comply with, all applicable federal, state and local laws.
- 16.02 The Contractor shall hold the City harmless with respect to any damages arising from any violation of law by it or its Associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require as part of any subcontract that the Subcontractor comply with all applicable laws and regulations.

ARTICLE 17: OFFICE OF INSPECTOR GENERAL

- 17.01. In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.

- 17.02. This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.
- 17.03. A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.
- 17.04. Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.
- 17.05. In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.
- 17.06. Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.
- 17.07. As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.
- 17.08. In accordance with Section 17-5-351(a) of the Detroit City Code, the City shall solicit offers from, award contracts to, consent to subcontracts with, or otherwise to conduct business with, responsible contractors only. To effectuate this policy, the debarment of contractors and subcontractors from current and/or future City work may be undertaken.
- 17.09. Therefore, it will be the responsibility of all Contractors to check the list of debarred contractors in the City's website and confirm that neither the Contractor nor the subcontracting company is listed on the City's debarment list and they will not be using the debarred (sub) contractor(s) to conduct any City business.
- 17.10. In accordance with Section 17-5-352(c) of the Detroit City Code, the Contractor shall report to the Office of Inspector General any improper, unethical or illegal activity or requests made by elected officers of the City, including those acting on their behalf, or any Public Servant in connection with this Contract.

ARTICLE 18: AMENDMENTS

- 18.01 The City and the Contractor must mutually agree to any changes or modification of this Contract, and the modification shall be incorporated into this Contract by written Amendment.
- 18.02 No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City departments and the City Council, and is signed by the Chief Procurement Officer.
- 18.03 The City shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the Contractor and any of its Associates. The City shall notify the Contractor promptly upon becoming aware of any such Unauthorized Acts.

ARTICLE 19: FAIR EMPLOYMENT PRACTICES

- 19.01 The Contractor shall comply with, and shall require any Subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities.
- 19.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Article 19 in any subcontract, as well as provide the City a copy of any subcontract upon request.
- 19.03 Breach of the terms and conditions of this Article 19 shall constitute a material breach of this Contract."

ARTICLE 20 – (OMITTED)

ARTICLE 21: PROPRIETARY RIGHTS AND INDEMNITY

- 21.01 The Contractor shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this Contract.
- 21.02 The City shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.
- 21.03 The Contractor warrants that the performance of this Contract shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party. In the event of any legal action related to the above obligations of the Contractor filed by a third party against the City, the Contractor shall, at its sole expense, indemnify, defend

and hold the City harmless against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.

ARTICLE 22: FORCE MAJEURE

- 22.01 No failure or delay in performance of this Contract (other than payment obligations), any VPPA, or Lease by either party thereto, shall be deemed to be a breach thereof when such failure or delay is caused by an event or circumstance that is beyond the reasonable control of that party and does not result from such party's fault or negligence ("Force Majeure Event"). A Force Majeure Event includes, but is not limited to, any Act of God or the public enemy, strikes, lockouts, wars, acts of domestic or international terrorism, riots, epidemics, pandemics, explosions, sabotage, the binding order of any governmental authority, a change in applicable law, a grid outage that prevents the system from generating or delivering electricity; or any other cause, whether the kind herein enumerated or otherwise, which is not within the control of a party. A Party's economic hardship and changes in the market conditions alone are not considered a Force Majeure Event.
- 22.02 Upon the occurrence of a Force Majeure Event, Contractor or the applicable Project Company shall (i) give prompt written notice to the City that the Force Majeure Event has occurred, the anticipated effect on Contractor's or the applicable Project Company's performance, and its expected duration; (ii) use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimalized, (iii) keep the City apprised of Contractor's or Project Company's progress in remediating the effects of the Force Majeure Event; and (iv) once such Force Majeure Event has resolved, promptly resume performance under the Contract, VPPA or Lease.
- 22.03 If any Project Company is delayed in achieving Commercial Operation under a VPPA due to a Force Majeure Event, the time for achievement of Commercial Operation will be automatically extended to account for the impact of the delay.
- 22.04 If a Force Majeure Event (a) prevents Contractor or any Project Company from performing under the Contract or any VPPA or Lease for a continuous period of at least one hundred eighty (180) days within a twelve (12) month period, or (b) materially and adversely impacts the economic burden of this Agreement on Contractor or any Project Company, then the City or the Contractor may terminate this Agreement, and the City or the Project Company may terminate the VPPA and Lease, without either Party having further liability under this Agreement except for liabilities accrued prior to such termination. In the event of a termination of any VPPA and Lease due to the occurrence of a Force Majeure Event, the applicable Project Company shall decommission the applicable Solar Project as required hereunder; provided, however, if, such termination is at the City's election and at the time of such termination the decommissioning reserve is not yet required to be fully funded, neither Contractor nor the applicable Project Company shall be required to undertake the decommissioning obligation unless and until the City pays Contractor the

amount of the unfunded decommissioning reserve. Notwithstanding the foregoing, if the Force Majeure Event can be corrected through repair or restoration of the Solar Project or other actions by Contractor or the Project Company and, prior to expiration of the initial one hundred eighty (180)-day period, Contractor or the Project Company provides written evidence to the City that it is diligently pursuing such actions, then the City shall not have the right to terminate this Agreement due the occurrence of such Force Majeure Event so long as the Contractor or Project Company continues to diligently pursue such actions.

ARTICLE 23: WAIVER

- 23.01 Neither Party shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by such Party.
- 23.02 No delay or omission on the part of a Party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.
- 23.03 No failure by either Party to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

ARTICLE 24: MISCELLANEOUS

- 24.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 24.02 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither Party nor their agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by either Party by implication or otherwise unless expressly set forth in this Contract. Each Party waives any defense it may have to the validity of the execution of this Contract.
- 24.03 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.
- 24.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 24.05 If any Associate of the Contractor shall take any action that, if done by Contractor, would constitute a breach of Articles 14, 15, 16, 17, 19, or 21 of this Exhibit 4, the same shall be deemed a breach by the Contractor.

- 24.06 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.
- 24.07 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.
- 24.08 Contractor represents that it and all of Contractor's officers and directors have paid all income, personal and property taxes, and inspection or license fees heretofore due, payable, and owing to the City of Detroit, if any, and that Contractor is not in default to the City of Detroit.
- 24.09 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.
- 24.10 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.
- 24.11 The rights and benefits under this Contract shall inure to the City of Detroit and its successors and assigns.
- 24.12 The City shall have the right to recover by setoff from any payment owed to the Contractor all delinquent withholding, income, corporate and property taxes owed to the City by the Contractor, if any, any amounts owed to the City by the Contractor under this Contract or other contracts, and any other debt owed to the City by the Contractor.

ARTICLE 25: INVOICE SUBMISSION AND PAYMENT

- 25.01 It is the Contractor's responsibility to ensure the creation of invoice(s) in Oracle Cloud. Invoices must meet the following conditions for payment: Price on invoice must reflect the Fixed Price and the settlement calculation pursuant to the terms of the applicable VPPA.
- 25.02 [omitted]
- 25.03 All suppliers **must** register in the Supplier Portal and be set up for ACH (wireless payment) in order to receive payment.
- 25.04 Supplier registration and invoice submission instructions can be found on the City of Detroit's website at <http://www.detroitmi.gov/Supplier>. Questions should be directed to procurementinthecloud@detroitmi.gov.

ARTICLE 26: BOARD OF ETHICS

- 26.01 In accordance with Section 2-106.10 of the City Charter, it is the duty of every Public Servant, the Contractor and subcontractors, if any, to cooperate with the Board of Ethics in any investigation.
- 26.02 Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony is subject to forfeiture of officer, discipline, debarment or any other applicable penalty.
- 26.03 The Contractor acknowledges that it subject to debarment or any other applicable penalty, if the Contractor willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony.

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EXHIBIT 4-A: STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

“City Charter § 4-122, ¶ 2: For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures (“Statement of Political Contributions and Expenditures”), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.”

Instructions: In accordance with Section 4-122 of the 2012 Detroit City Charter, you must provide the following information, sign this document, have it notarized, and submit it to the City. If additional space is needed, please enter “see additional sheet(s)” on the last row and attach additional sheets.

In Column A, enter the name of the person or company that made the contribution or expenditure. If there were no political contributions or expenditures made, enter NONE.

In Column B, enter the relationship of the donor to the contractor or vendor, that is, contractor, affiliate, subsidiary, principal, officer, owner, director, agent, assignee, or spouse of any of the foregoing who are individuals.

In Column C, enter the name of the recipient, an elective city official which under Charter § 3-107, includes only the Mayor, the City Clerk, and members of the City Council and the Board of Police Commissioners.

In Column D, enter the amount of the contribution or expenditure, as defined in the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.204 and MCL 169.206.

In Column E, enter the date of the contribution or expenditure. This statement must include all contributions and expenditures within the previous four years.

A	B	C	D	E
Donor	Relationship to Contractor/Vendor	Recipient	Amount of Contribution or Expenditure	Date

(EXHIBIT 4-A - continued)
STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

Except as set forth above, I certify that no contributions or expenditures were made to elective city officials within the previous four (4) years by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents, assigns, and, if any of the foregoing are individuals, their spouses.

I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have the authority to provide this disclosure on behalf of the entity.

Sign name: _____

Print name: _____

Sworn and subscribed to before me on _____, 20____
[by _____, the _____ of the above
named contractor/vendor, an authorized representative or agent of the contractor/vendor]

Sign: _____

Print: _____

Notary Public, _____ County, Michigan,

Acting in _____ County

My Commission Expires: _____

EXHIBIT 4-C: RESIDENT UPGRADES: RESIDENTIAL SOLAR FIELD PROGRAM

1. **Description.** As part of its consideration under this Agreement, Contractor shall administer a program to provide home energy efficiency upgrades to owner-occupied homes within the nominating community of each Solar Project site. Each owner-occupied home shall be entitled to receive energy efficiency upgrades pursuant to such program equal to the greater of (a) the number of acres contained in the Solar Project site, multiplied by \$25,000, divided by the number of owner-occupied homes in the nominating community, or (b) \$15,000, provided that no individual owner-occupied home may receive energy efficiency upgrades exceeding a total cost of \$25,000.
2. **Verification of Eligibility by City.** Upon Contractor's request, the City shall supply Contractor with a list of residents its records indicate reside within the nominating area and own their own home, each resident's address, and the value of benefits to be provided to each eligible resident based on the formula set forth in Section 1 of this Exhibit.
 - a. If Contractor believes there is any error in the list, it shall notify the City as soon as is practicable and may request verification. The City will respond to any such request for verification within 10 business days.
 - b. Contractor shall not provide energy efficiency upgrades to a resident or property that has not been verified as eligible by the City.
3. **Energy Efficiency Upgrade Options.** Eligible community residents shall have the option to select from the following options for energy efficiency upgrades to their residence, up to the maximum benefit amount in value.
 - a. Windows
 - b. Energy efficient appliances
 - c. Energy efficient furnace
 - d. Energy efficient hot water heater
 - e. Home insulation and air sealing
 - f. Smart thermostats
 - g. Energy efficient lighting
 - h. Roof repairs
 - i. Solar panels (ground or roof mounted)
 - j. Battery back-up (with transfer switch to allow service for outages)
4. **Required Assessment.** Lightstar, in cooperation and coordination with the City, shall provide a home assessment to qualified residents to identify the best options to make their homes more energy efficient and produce utility bill savings prior to resident selection of energy efficiency upgrades from the options. Lightstar shall not authorize any energy efficiency upgrade requested by a resident until such an assessment has been performed and Lightstar and the City have met together with the homeowner to agree upon the scope of the home energy efficiency upgrades to be provided. As the upgrades for each qualified resident are completed, and prior to authorizing final payment for the upgrades performed for such resident, Lightstar shall notify the City of the completion of such upgrades to allow

the City to verify that the upgrades have been properly completed and that the resident has approved the work.

- 5. Performing of Upgrades.** Lightstar shall carry out the identified energy efficiency upgrades for qualified residents. All individuals carrying out the work must have appropriate qualifications, including but not limited to required licensure in the state of Michigan. Lightstar may subcontract such services, subject to the requirements for subcontractors under this Agreement. Upon request, the City will provide Lightstar information regarding those entities that have provided similar services to the City under various grant-funded programs for the City, including the contracts entered into by such providers. Lightstar may, but is not required to, use a vendor that has previously provided services to the City.
- 6. Completion of Work.** Lightstar shall use commercially reasonable efforts to complete the home energy efficiency upgrade program prior to Commercial Operation of the associated Solar Project. Contractor shall notify the City of completion of the resident upgrade program. The notification of completion shall include documentation from each eligible resident that the benefit has been received.

EXHIBIT 5: RIGHT OF ENTRY TERMS

1. Prior to Lightstar and any of its consultants performing physical investigations of the Solar Project Property or, after expiration of a Lease, performing the decommissioning required pursuant to this Contract, Lightstar shall apply for, execute and return to the City, a written request for authorization by the City to access the Solar Project Property (a “Right of Entry”). The City’s execution of this Agreement does not constitute permission for Lightstar and its consultants to enter onto the Solar Project Property, and Lightstar and its consultants shall comply with the typical procedures of the City for applying for and obtaining a Right of Entry. Lightstar shall submit applications for any required Right of Entry for Lightstar’s inspections of the Solar Project Property within fifteen (15) days of the Effective Date and the City shall promptly review such Right of Entry; approval not to be unreasonably withheld, delayed, or conditioned.
2. After Lightstar and its consultants obtain the Right of Entry required pursuant to Section 1 hereof, Lightstar shall have the right to undertake such surveying, environmental, and other due diligence investigations and inspections, and decommissioning of the Solar Project Property as Lightstar may deem appropriate, and as authorized in the Right of Entry. Prior to the Site Finalization Date for the applicable Solar Project, Lightstar shall not interfere, and shall prevent its consultants from interfering, with the use of the Solar Project Property by the City or any tenant in possession of the Solar Project Property, including any demolition or site improvement activities of the City or such tenant in possession. All of Lightstar’s inspections, investigations and decommissioning of the Solar Project Property shall be done at Lightstar's sole risk and expense. Lightstar shall provide not less than one (1) Business Days' notice to the City or its designated agent (which notice may be made by e-mail to the City or City's designated agent), prior to performing any physical investigations or inspections of the Solar Project Property. Lightstar shall perform all inspections during regular business hours. The City shall have the right to have a representative present during any investigations or inspections of the Solar Project Property. Lightstar shall comply with all terms and requirements of the Right of Entry.
3. In performing its surveying, environmental, and other due diligence activities, Lightstar shall not cause any damage to the Solar Project Property and shall fully restore the Solar Project Property to the condition existing prior to any diligence activity or physical investigation by Lightstar or its consultants. Lightstar shall indemnify, defend and hold the City harmless from and against, any and all loss, cost, liability and expense, including reasonable attorneys' fees and litigation costs, suffered or incurred by the City as a result of the Lightstar's or Lightstar's consultant's entry onto the Solar Project Property in connection with its surveying, environmental, and other due diligence activities. Upon request of the City, and at no cost to the City, Lightstar shall deliver to the City a copy of each survey or report generated as a result of Lightstar's inspections and investigations.

EXHIBIT 6: NEIGHBORHOOD AGREEMENT

**DETROIT SOLAR PROJECT
NEIGHBORHOOD AGREEMENT**

(_____ Solar Project)

THIS DETROIT SOLAR PROJECT NEIGHBORHOOD AGREEMENT (this “**Neighborhood Agreement**”) is made as of _____, 2024, between Lightstar Renewables, LLC, a Delaware limited liability company, with its principal place of business located at _____ (“**Lightstar**”), and [Sponsor Community Group] (the “[**Neighborhood Group**]”).

RECITALS

A. The City of Detroit, a Michigan municipal corporation (the “**City**”), and Lightstar previously entered into that certain Contract Between City of Detroit and Lightstar Renewables, LLC for Solar Photovoltaic Energy Development on City-Owned Property dated _____, 2024 (the “**Solar Development Agreement**”), pursuant to which Lightstar plans to construct a solar development to provide locally-generated solar power (the “**Solar Project**”) on approximately _____ acres of land owned by the City (or which will be owned by the City prior to construction of the Solar Project) within the _____ neighborhood, as shown on the map attached hereto as Exhibit A (the “**Premises**”).

B. [Neighborhood Group] is not a for-profit entity, and is comprised of residents of the neighborhood where the Solar Project will be located, depicted in Exhibit B (the “**Neighborhood**”), and nominated the Premises to be a location for the City and Lightstar to locate a Solar Project.

C. Prior to the execution of this Agreement, Lightstar, the City, and [Neighborhood Group] engaged in a community outreach and discussion process to agree about certain aspects of the Solar Project at the Premises.

D. Lightstar and [Neighborhood Group] desire to enter into this agreement to memorialize the below commitments made by Lightstar in the construction and operation of the Project that affect the Neighborhood.

NOW THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Term. The term of this Agreement shall commence as of the date hereof and shall continue until the expiration or earlier termination of the Solar Development Agreement and the decommissioning of the Solar Project pursuant to the Solar Development Agreement.

2. Lighting, Fencing and Screening. As part of the construction and installation of the Solar Project, Lightstar will install the following around the perimeter of the Solar Project to provide screening of the Solar Project within the Neighborhood:

- a. [Describe type and size of fencing or wall along right of ways]
- b. [Describe fencing or screening along interior boundaries with other parcels]
- c. [Describe type of trees, shrubs, or other screening vegetation]
- d. [Describe type & size of any lighting that will be added, hours of operation]

3. Landscaping. In addition to any screening vegetation described in Section 2 above, Lightstar will install and properly maintain the following plantings within/under the solar panels.

[Describe type of vegetation (e.g. pollinator, grasses, etc.), and maintenance schedule.]

4. Set-Back Buffers. The Solar Project will be constructed to provide at least a twenty (20) foot set-back between the installed solar panels and the property line of any adjacent privately-owned parcel that is not a part of the Premises. This twenty (20) foot setback shall not be required along any right-of-way which borders the Premises, and fencing, screening, and other landscape features may be located within this 20-foot setback. [Add discussion of handling adjacent tree cover if negotiated with the community].

5. Ongoing Maintenance. Lightstar will maintain the Premises in compliance with applicable codes and ordinances, including providing routine mowing of grass within any setback areas and under the installed solar panels to control the growth of plants and weeds. If pollinators or other vegetation that is not intended to be routinely mowed is installed, an alternative maintenance schedule should be stated. [Add any specific maintenance requirements agreed to with the Neighborhood].

6. Security. Security of the Premises is an important concern of both Lightstar and [Neighborhood Group]. The Premises shall not be open to the public, and access to the Premises will be controlled by Lightstar. Anyone seeking to enter the Premises may do so only with the express prior permission of Lightstar. In addition to fencing around the perimeter of the Premises, Lightstar will install [describe any security features intended to be installed by Lightstar or negotiated with the community] to prevent unpermitted access to the Premises. Lightstar will not install any barbed wire, razor wire, audible alarm systems, or similar features at the Premises.

To maintain the continued safety and security of the Premises, [Neighborhood Group] and nearby residents are encouraged to report any suspected trespassing on the Premises or any breaches in fencing installed at the Premises to Lightstar at _____. Lightstar employees or contractors will promptly investigate any security concerns reported to Lightstar.

Any concerns regarding power outages, downed power lines, or any emergency situations regarding electrical infrastructure should be reported to DTE by phone at 1 (800) 477-4747 or online through DTE's website.

7. Home Energy Improvement Program. Pursuant to the Solar Development Agreement and discussions between the City, Lightstar and [Neighborhood Group], Lightstar will administer a program to provide home energy efficiency upgrades to owner occupied homes within the Neighborhood. The details of the program will be as follows:

a. Each home within the Neighborhood that was owner-occupied as of December 31, 2023, and continues to be owner-occupied as of the date of this Agreement may receive home energy efficiency upgrades which will be performed by or contracted for by Lightstar, up to \$ _____ (the "**Per Home Reimbursement Limit**"). The Per Home Limit was calculated by multiplying the number of acres of land contained within the Premises by \$25,000, and dividing that product by the number of qualifying owner-occupied homes within the Neighborhood (with a maximum Per Home Limit of \$25,000, and a minimum Per Home Limit of \$15,000). A list of the qualifying homes is attached as **Exhibit A** to this Agreement.

b. The home energy efficiency upgrades within the cost limit shall be selected by the owner and may be in the form of: (1) new windows, (2) new energy efficient appliances, (3) new furnaces or hot water heaters, (4) home insulation, (5) smart thermostats, (6) energy efficient lighting, (7) roof repairs, (8) residential solar panels, and (9) battery backups in the event of power outages. Any repair work to the home including the electrical system, to the extent that is necessary to allow the selected energy efficiency upgrade, may be funded within the Per Home Reimbursement Limit.

c. [Describe operation of home upgrade program based on discussion with community, including (i) start dates, (ii) target completion dates, (iii) process for homeowner identifying desired upgrades and Lightstar evaluating/pricing upgrades, etc.]

8. Continued Outreach; Contacting Lightstar. Throughout the construction of the Solar Project and during the term that the Solar Project is operating, Lightstar will maintain an informational website (the "**Informational Website**") to provide information to the public regarding [construction timelines, educational information about the Solar Project, and benefits provided by the Solar Project]. Lightstar will maintain a list-serv where residents of the Neighborhood can subscribe to obtain regular updates regarding the Project. If the [Neighborhood Group] or residents of the Neighborhood have inquiries or wish to contact Lightstar regarding the Solar Project or its operation, such inquiries should be sent to Lightstar at [provide notice address]. Lightstar will maintain information on the best way to contact Lightstar on the Informational Website. Advance notice of any public meeting, website, or list-serv updates shall be provided to the City's Department of Neighborhoods.

[Describe any continued community outreach, annual meetings, etc. negotiated with [Neighborhood Group]]

9. [Add additional terms as necessary to address issues of concern negotiated with the community.]

10. Merger; Amendments. This Agreement contains the entire Agreement between DTE and [Neighborhood Group] and any prior agreements, whether oral or written, are merged into this Agreement. No amendment to this Agreement will have any force or effect unless it is in writing, expressly refers to this Agreement, and has been executed by both Lightstar and [Neighborhood Group].

11. Assignment. This Agreement and Lightstar's commitments hereunder are intended to address the impacts of locating the Solar Project at the Premises. The Neighborhood Group may not assign this Agreement. Lightstar may not assign this Agreement except in connection with a transfer of the Solar Project which has been approved by the City in accordance with the terms of the Solar Development Agreement.

12. Governing Law; Venue. This Agreement will be governed by the laws of the State of Michigan, excluding its choice of laws rules. Any legal suit, action or proceeding arising out of this Agreement will be instituted in the federal courts of the United States of America or the courts of the State of Michigan, in each case located in the City of Detroit and County of Wayne, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

13. Severability. If any part of this Agreement is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining provisions of the Agreement will continue in full force and effect.

14. Third Party Beneficiary; Dispute Resolution. The parties hereto agree that this agreement is being entered into in connection with the Solar Development Agreement and that the City is intended to be a third party beneficiary of the terms of this Agreement. Pursuant to the Solar Contract, only the City shall have the right to enforce the obligations of Lightstar under this Agreement. If [Neighborhood Group] believes that Lightstar has failed to perform its material obligations under this Agreement, then [Neighborhood Group] shall provide notice to the City through the Department of Neighborhoods at [e-mail address for contacting DON District Manager] and to Lightstar through [Provide Lightstar e-mail for submitting complaints]. The City's Department of Neighborhoods, Planning and Development Department, and Law Department shall investigate such alleged failure and report to [Neighborhood Group] within thirty (30) days of receipt of notice of the alleged violation whether Lightstar is in compliance with this Neighborhood Agreement and how any violations of the Neighborhood Agreement will be enforced or mitigated. If [Neighborhood Group] disagrees with the finding of the City or

determines that the City is not diligently pursuing the enforcement or mitigation steps outlined in its findings, [Neighborhood Group] may send notice to the City and the City shall have fifteen (15) days from the receipt of such notice to respond to the concerned outlined.

[Signature page follows.]

[SIGNATURE PAGE TO DETROIT SOLAR PROJECT NEIGHBORHOOD AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Detroit Community Solar Project Neighborhood Agreement as of the date first written above.

Lightstar:

Lightstar Renewables, LLC,
a Delaware limited liability company,

By: _____

Name: _____

Its: _____

[NEIGHBORHOOD GROUP]

By: _____

Name: _____

Its: _____

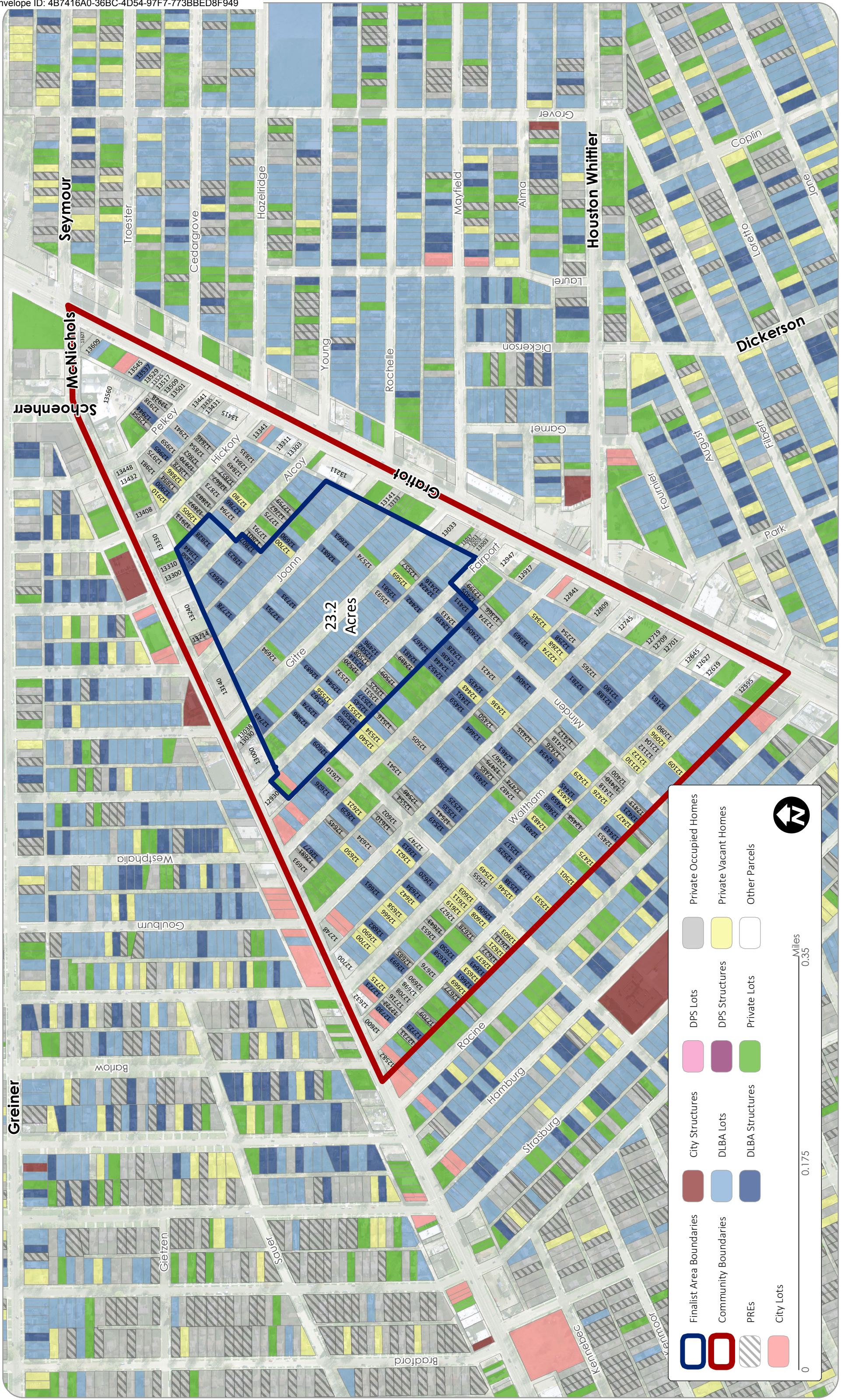
EXHIBIT A

LIST OF QUALIFYING HOMES

**EXHIBIT 7-1: SOLAR PROJECT PROPERTY MAP OF GRATIOT/FINDLAY INITIAL
SITE**

GRATIOT/FINDLAY FINALIST AREA

WITH STRUCTURE OWNERSHIP - APRIL 24, 2024



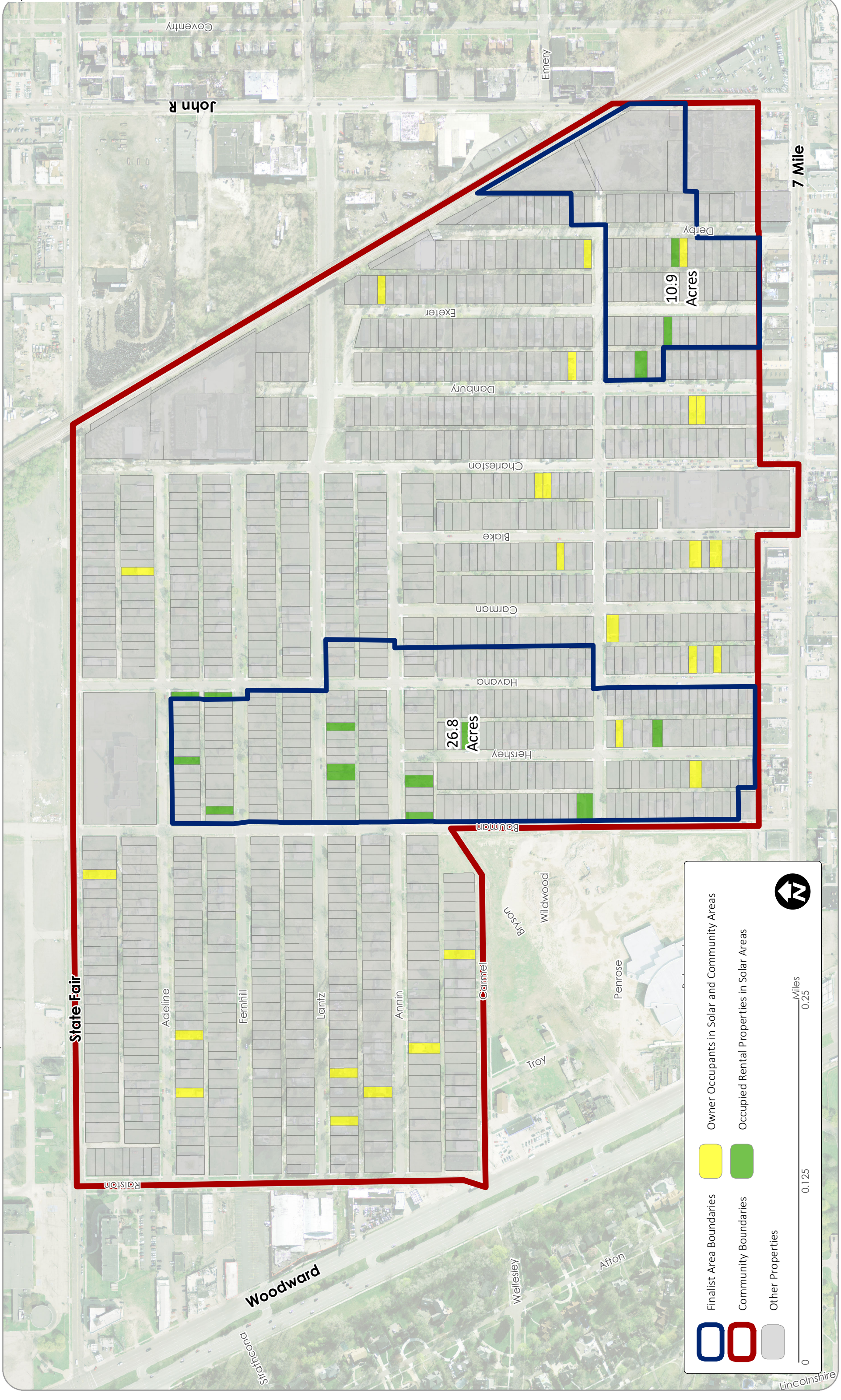
	Finalist Area Boundaries		City Structures		Private Occupied Homes
	Community Boundaries		DLBA Lots		Private Vacant Homes
	PREs		DLBA Structures		Other Parcels
	City Lots		DPS Lots		DPS Structures
			Private Lots		

0 0.175 0.35 Miles

EXHIBIT 7-2: SOLAR PROJECT PROPERTY MAP OF STATE FAIR INITIAL SITE

STATE FAIR FINALIST AREA

WITH STRUCTURE OWNERSHIP - JULY 23, 2024



Finalist Area Boundaries (Blue outline)

Community Boundaries (Red outline)

Other Properties (Grey fill)

Owner Occupants in Solar and Community Areas (Yellow fill)

Occupied Rental Properties in Solar Areas (Green fill)

0 0.125 0.25 Miles

North Arrow

Lincolnshire