

Commercial Overhead Outdoor Protective Lighting Agreement

| Work Order Number: | 66033039 |
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This agreement ("Agreement") for the supply of outdoor protective lighting equipment and energy is dated August 15, 2022 and made between Sanctuary in the Hills Condo Association ("Customer") and DTE Electric ("Company") for Customer's premises located at:

| Sanctuary Blvd. | Rochester Hills | 48309 | Oakland |
|-----------------|-----------------|-------|---------|
| Street Address | City/Township | Zip | County |

The estimated annual, monthly and CIAC (construction) charges for the outdoor protective lighting is as follows:

| Rate | Light Type and Wattage | | | |
|--|----------------------------|---------|---------|-------------|
| Designation | 58W Light Emitting Diode @ | N/A | N/A | N/A |
| Annual Luminaire Charge | \$ 146.52 | \$ 0.00 | \$ 0.00 | \$0.00 |
| Number of Lights | 1 | 0 | 0 | 0 |
| ESTIMATED AN | \$ 146.52 | | | |
| ESTIMATED MC | \$ 12.21 | | | |
| Total Construction | \$ 4,254.73 | | | |
| Credit for three ti | \$ 439.56 | | | |
| CUSTOMER'S CIAC AMOUNT (Contribution In Aid of Construction, to be paid upon execution of this Agreement): | | | | \$ 3,815.17 |

- 1. **Term; Termination.** The initial contract term of this Agreement is for a period of 5 years commencing from the date of installation. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by Customer or Company with thirty (30) days written notice by either party. In the event service is to be discontinued before the end of the initial contract term, the total charges for the remaining initial contract term of this Agreement shall become due and payable by Customer.
- 2. Installation; Easement. All lights will be installed so as to overhang private property at locations satisfactory to Customer and Company.

 Customer hereby grants Company an easement over Customer's property (the "Property") to install equipment and/or extend wires necessary to effectuate this Agreement. Relocation of lighting facilities must be paid for by the customer, except where initiated by the Company.
- 3. Additional Terms. This Agreement is governed by the applicable provisions of the Company's Rate Book for Electrical Service (the "<u>Rate Book</u>") established by the Michigan Public Service Commission ("<u>MPSC</u>"), including but not limited to Rate Schedule No. D9. The Rate Book is subject to change from time to time by order issued by the MPSC.
- 4. Hours of Service. Hours of service are dusk to dawn controlled by photo-sensitive devices which provide service all night for approximately 4,200 hours per year.
- 5. Maintenance. The Company will own, operate and maintain any lights provided for under this Agreement. Burned out lights must be reported by the Customer and the Company will undertake to replace the lights as soon as possible during regular working hours.
- 6. Multiple Lights. For each additional luminaire added to the same pole, the charge will be at the existing pole rate.
- 7. CIAC. In connection with each Purchase Agreement and in accordance with any applicable orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("CIAC") for the cost of installing equipment (as defined in the applicable Purchase Agreement) and recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials, underground and overhead charges), less an amount equal to three years revenue expected from such new equipment.

| | DTE ELECTRIC: | CUSTOMER /COMPANY: | Sanctuary in the Hills Condo Association |
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| Ву: | Joseph Burghardt | Signature: | Raymond Vicosia |
| Name: | Auth Wized Signature Joseph Burghardt | Name: | Authorized Signature Raymond Nicosia |
| Title: | Please Print Account Manager Please Print | Title: | Please Print President, SITH HOA Please Print |