

[Date]

[Respondent Address]

Attention:

Subject: Shortlist Acceptance Letter

Regarding: [Project Name]

Dear Respondent:

The Lansing Board of Water & Light (BWL) is pleased to confirm that the proposal submitted by _____, (**Respondent**) for the [Project Name] ("**Project**") (the "**Offer**") in the recent [Date] BWL 2023 All-Source Request for Proposal ("**RFP**") has been placed on the shortlist for further negotiations. If you wish to proceed with negotiations for an [Ownership or Power Purchase] Agreement ("**Agreement**") under the terms and conditions set forth below (the "**Shortlist Acceptance Letter**"), please sign where provided below and return it to rachelle.hall@lowl.com no later than seven (7) business days after the date set forth above.

1. Representations and Warranties

In accepting a position on the shortlist, Respondent hereby makes the following representations and warranties:

- (i) Respondent has not engaged and will not engage in oral, written, or any other form of communication with any other entity submitting an offer to BWL in response to the RFP with respect to the terms of Respondent's Offer or such other entities' offer(s) in the RFP; and
- (ii) Respondent will promptly notify BWL of any material change in circumstances that may affect Respondent's ability to fulfill the terms of its Offer, at any time from Offer submission to BWL's acceptance of the Offer, as evidenced by BWL's execution of an agreement, or Respondent's withdrawal of the Offer.

Respondent understands and agrees that any breach by Respondent of the above representations and warranties is grounds for immediate disqualification of Respondent from the RFP.

2. Exclusivity

In consideration of its shortlist position, Respondent hereby grants BWL exclusivity with respect to the Offer until the earlier of the following events (the “**Exclusivity Deadline**”):

1. BWL’s termination of agreement negotiations;
2. Ninety (90) days after the date of this Shortlist Acceptance Letter.

Respondent agrees prior to the Exclusivity Deadline, it shall not enter into any agreements nor otherwise discuss the sale of output of the Project associated with the Offer with any third party under which it or its affiliates may agree, conditionally or unconditionally, to enter into an agreement for the output of the Project associated with the Offer. The Exclusivity Deadline may be extended by mutual agreement by the parties.

As a condition of BWL’s obligations under this Shortlist Acceptance Letter, Respondent agrees to provide BWL with a deposit in the form of either (a) cash or (b) a letter of credit in a form reasonably acceptable to BWL in the amount of **\$3.00/kW times the Project’s guaranteed capacity** (the “**Shortlist Deposit**”) within 3 business days of Respondent’s signature of this Shortlist Acceptance Letter. “**Letter of Credit**” means an irrevocable standby letter of credit, in a form reasonably acceptable to BWL, issued either by (i) a U.S. commercial bank, or (ii) a U.S. branch of a foreign commercial bank that meets the following conditions: (A) it has sufficient assets in the U.S. as determined by BWL, and (B) it is acceptable to BWL in its sole discretion. The issuing bank must have a credit rating of at least A- from S&P or A3 from Moody’s, with a stable outlook designation. All costs of the Letter of Credit shall be borne by the Respondent. The Letter of Credit should be sent by overnight delivery to:

Lansing Board of Water & Light
Attn: Mark Matus
General Counsel
PO BOX 13007
Lansing, MI 48901

The Shortlist Deposit will be promptly returned to Respondent in its entirety under one or more of the following conditions: (i) following execution of an Agreement and provision of the required security in accordance with the terms of such Agreement, (ii) BWL’s rejection of Respondent’s Offer following shortlist selection, (iii) failure of both BWL and the Respondent to agree on the terms of the Offer or Agreement, or (iv) BWL’s termination of the RFP process. Notwithstanding the foregoing, Respondent hereby acknowledges and agrees that Respondent will forfeit its Shortlist Deposit and BWL shall have the right to the Shortlist Deposit in its entirety without further notice to Respondent if (i) material misrepresentations of information related to the Offer are identified during the negotiating process, (ii) Respondent fails to comply with the terms and conditions of this Shortlist Acceptance Letter or the RFP, (iii) Respondent unilaterally withdraws the Offer or attempts to materially modify the terms of its Offer prior to the Exclusivity Deadline, or (iv) prior to the Exclusivity Deadline, Respondent enters into discussions with any third party under which such third party, or any of such third party’s affiliates may agree, conditionally or

unconditionally, to enter into an agreement for the output of the Project associated with the Offer.

Respondent agrees that BWL will not be obligated to enter into any transaction with Respondent until a final negotiated Agreement has been fully executed by the parties.

Acknowledged and Agreed:

Respondent

By: _____

Name: _____

Title: _____

Date: _____