



2025 EMERGENCY WITH GENERATOR COMMERCIAL AND INDUSTRIAL DEMAND RESPONSE CUSTOMER AGREEMENT

Customer and Consumers Energy are referred to herein collectively as the "Parties" and each individually as a "Party" to this Agreement.

Effective Date of Agreement: June 1, 2025
(Month/Day/Year)

Company:
CONSUMERS ENERGY COMPANY
a Michigan Corporation

Customer:

(Legal Name)

ONE ENERGY PLAZA
JACKSON MI 49201-2357

(Street & Number)

(City, State & Zip Code)

- Initial Term:** Shall commence on June 1, 2025 and shall run through (select one):
 May 31, 2026 (1 year)
 May 31, 2027 (2 year)
- This Agreement will become effective on the date identified above and will extend for an Initial Term through the end date identified above. The Customer must notify Consumers Energy Company ("Consumers Energy" or the "Company") by September 1st in the final year of the Initial Term of their desire to renew participation in the Demand Response Program ("Program") through the execution of a new Program Agreement and the amount of reduction/nomination kW for the following Program Period (June 1 through August 31st). Customer participation under this Agreement shall be based on the limitations, terms and eligibility as described in the Company's Program and the Company's Electric Rate Book, as approved by the Michigan Public Service Commission.
- Program Description.** Participants in the Program help reduce peak demand when energy use is the high and maintain a ready supply of energy for Michigan. Participants will receive an annual Emergency Capacity Payment for the Delivered Capacity amount specified in this Agreement within sixty (60) days after August 31st, the effective date of the DR season.
- Administration Solutions.** Customer agrees to work with Consumers Energy to develop an appropriate energy reduction plan for Customer's business; and (ii) to provide Consumers Energy access and use of contact, billing and energy usage data, and facility information concerning each Site Address (as defined below) ("Customer Data"). Consumers Energy shall manage Customer's curtailable electrical capacity in the Program and upon notification by Consumers Energy and acceptance by Customer, provide real-time support to Customer during demand response events ("Demand Response Events"); and enable data transfer, monitoring and reporting of meter data and provide technical assistance, maintenance, repair and hosting of the Monitoring System. In addition, as necessary, Consumers Energy will coordinate with Customer to capture kilowatt-hour ("kWh") pulses from Customer's primary utility meter to provide Customer near real-time, Internet-enabled power monitoring.
- Monitoring System.** Consumers Energy may equip one or more of Customer facility addresses (each address is referred to as a "Site Address") as identified on the Site Address Attachment attached hereto with the Monitoring System, which includes site devices owned by Consumers Energy that can enable power metering, data collection, near real-time data communication, and Internet-based reporting and analytics. There shall be no cost to the Customer associated with the Monitoring System equipment or installation of the Monitoring System equipment.

6. Customer Support Requirements.

- a. Representations and Warranties.** Customer holds all applicable licenses and/or permits pursuant to the Agreement that are required for the proper participation in the Program.
- b. Demand Response Performance.** Customer has the intent and ability to generate and/or reduce electrical demand to achieve Contracted Capacity (as defined below) at each Site Address when notified by Consumers Energy Demand Response Events.
- c. Acceptance Testing.** At each Site Address where the site devices are installed, Customer agrees to collaborate with Consumers Energy in a timely manner in testing, enabling and maintaining the Monitoring System.
- d. Energy Reduction Plan.** Customer must provide to Consumers Energy their Energy Reduction Plan describing the equipment and steps that will be taken to meet their curtailment nomination.

Program Rules. The terms of this Agreement reflect the current Program terms and conditions, which may be amended from time to time by Consumers Energy. Amendments are mutually agreed between the parties and recorded as an amendment or eliminate "which may be amended from time to time by Consumers Energy".

7. The current terms are summarized below:

Program Availability	During the Program period of June 1 – August 31, emergency events could be called at any time Monday through Friday between 11 am and 7 pm, excluding holidays as defined in Rule C.14 (c) Holidays Designated by the Company, in response to Midcontinent Independent System Operator, Inc. ("MISO") reliability emergencies ("Emergency Event(s)"). Customer is required to participate in any Emergency Event called by MISO.
Event Frequency and Duration	Emergency Events – Up to five (5) events during the Program Period, up to four hours each.
Advanced Notification	Emergency Events – Customer will receive at least a thirty (30) minute but no more than a six (6) hour notice in advance of an Emergency Event. Customers are advised to estimate load reduction capability over a twelve (12) hour timeframe for planning purposes.
Dispatch Readiness Test	After Customer's Energy Reduction Plan has been reviewed by Consumers Energy and Customer's site installation has been completed, Customer will receive an email from Consumers Energy asking Customer to select a date to participate in a thirty (30) minute Dispatch Readiness Test of Customer's Energy Reduction Plan. The Dispatch Readiness Test is optional to the Customer but recommended by Consumers Energy.
Audit	Consumers Energy may call one (1), one-hour audit ("Audit") per Program Period to confirm Contracted Capacity (as defined below). If called, this audit is required as the Customer's program payment will be determined by performance during the Audit event and the Customers Delivered Capacity (as defined below).
Online Portal	Customer may have access to an online portal "Dashboard" where Customer can monitor their performance during both an Emergency and Economic Event. Portal will be activated before the season starts on June 1.

8. Customer capacity.

a. Contracted Capacity. For purposes of this Agreement, "Contracted Capacity" shall represent the Customer's performance obligation (in kilowatts ("kW")). The Contracted Capacity shall be based on an analysis of Customer's prior summer consumption data, their Energy Reduction Plan and pre-enrollment load reduction testing.

b. Delivered Capacity.

a. For purposes of this Agreement, an event's "Delivered Capacity" shall be defined as the amount of load in kW reduced for each hour in a Demand Response Event. Delivered Capacity for each event hour is calculated as the difference between the measured energy demand and the baseline energy demand. Consumers Energy will use a MISO-approved baseline calculation method. MISO's default baseline is the Ten-Day Baseline. The Ten-Day Baseline is calculated as the average hourly demand from the previous ten (10) non-weekend non-holiday non-event days prior to the event. Customer is required to reduce the full amount specified as Contracted Capacity for the hourly average of an emergency event. Consumers Energy, at its discretion, can make an adjustment to the baseline determined by the M&V Method of plus or minus 20% based on the energy usage three hours prior to the beginning of the Emergency Event. An alternative baseline may be used, so long as it is pre-approved by MISO. If no Emergency Event is called, the Delivered Capacity will revert to the Contracted Capacity for the DR season. In a Program Period with multiple Emergency Events, the Delivered Capacity will be based on the Customers average event performance during the terms of this Agreement.

9. Environmental. In order for the engine to be considered an emergency stationary engine under 40 CFR Part 60 Subpart IIII, 40 CFR Part 60 Subpart JJJJ and/or 40 CFR Part 63 Subpart ZZZZ any operation other than emergency operation, maintenance and testing, emergency demand response, and operation in non-emergency situations for up to 50 hours per calendar year, as described in the applicable regulation(s), is prohibited. If Customer does not operate the engine according to these requirements, the engine will not be considered an emergency engine and must meet all requirements for non-emergency engines in the applicable regulations.

Emergency Demand Response Events per this contract are considered non-emergency situations (not to exceed 50 hours per calendar year). Power supplied as part of a financial arrangement with Consumers Energy must meet all of the following conditions:

- a. The engine is dispatched by the local balancing authority or local transmission and distribution system operator.
- b. The dispatch is intended to mitigate local transmission and/or distribution limitations so as to avert potential voltage collapse or line overloads that could lead to the interruption of power supply in a local area or region.
- c. The dispatch follows reliability, emergency operation or similar protocols that follow specific NERC, regional, state, public utility commission or local standards or guidelines.
- d. The power is provided only to the facility itself or to support the local transmission and distribution system.
- e. The owner or operator (Customer) identifies and records the entity that dispatches the engine and the specific NERC, regional, state, public utility commission or local standards or guidelines that are being followed for dispatching the engine. The local balancing authority or local transmission and distribution system operator may keep these records on behalf of the engine owner or operator.
- f. The owner or operator (Customer) is responsible for all EPA reporting requirements. Customers who do not comply with EPA reporting may be removed from the program at Consumers Energy's discretion.

10. Payments to Customer.

- a. **Emergency Capacity Payments.** For a single year contract, the capacity payment price is \$25/kW. For a two (2) year contract, year one (1) the capacity payment price is \$27/kW and the year two (2) capacity price is \$30/kW. Delivered Capacity capped at 250% per Program Period as defined in section 8(b). Consumers Energy will pay Customer the Capacity Rate multiplied by the Delivered Capacity.
 - b. **Emergency Event Energy Payments.** In Program Periods when one or more Emergency Events are called, Consumers Energy will pay Customer an energy payment of \$50/MWh multiplied by the event's Delivered Capacity multiplied by the hours for each such event as defined in section 8(b) above.
 - c. **During Non-Program Periods.** Consumers Energy may call one or more Emergency Events. The customer is under no obligation to participate. If they choose to participate, they will be paid \$1000/MWh multiplied by the event's average Delivered Capacity delivered during the event. Delivered Capacity is capped at customers contracted nomination.
- 11. Payment Timing.** After an Emergency Event and Customer's Delivered Capacity has been verified, Consumers Energy shall make Emergency Event Energy Payments for Customer's participation by the issuance of credits to the Customer's bill. The Emergency Capacity Payment will be made within sixty (60) days after August 31st, the effective end date of the DR season.
- 12. Cancellation.** Customer or Consumers Energy may cancel this Agreement or request to amend nomination(s) for the next Program Period between October 1 – December 31, prior to the start of the next Program Period. Requests to amend nomination(s) shall be granted at the Company's discretion and shall only apply to the next Program Period. Cancellation requests must be submitted in writing to: ConsumersEnergy.DemandResponseProgram@cmsenergy.com. The customer will be notified by Consumers Energy if they cancel or are removed from the program.
- 13. Confidentiality.**
- a. **Nondisclosure to Third Parties.** In performing under the Agreement, each Party to this Agreement will be exposed to certain Confidential Information (as hereinafter defined) of the other Party. Each Party on its own behalf and on behalf of its employees, contractors and agents (collectively, "Representatives") agrees not to, except as required by applicable law or regulation, use or disclose such Confidential Information without the prior written consent of the other Party, either during or after the Term. To protect Confidential Information, each Party agrees to: (i) limit dissemination of Confidential Information to only those Representatives having a "need to know"; (ii) advise each Representative who receives Confidential Information of the confidential nature of such information; and (iii) have appropriate agreements, policies and/or procedures in place with such Representatives sufficient to enable compliance with the confidentiality obligations contained herein. The term "Confidential Information" means all information which is disclosed, either orally or in written form, by either Party or its Representatives and shall be deemed to include: (w) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by either Party or its Representatives which contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to a receiving Party or its Representatives pursuant hereto; (x) any information concerning the business relationship between the Parties; and (y) Customer Data.
 - b. **Exclusions from Confidential Information.** Notwithstanding the obligations in Section 13(a) above, Confidential Information does not include any information that:
 - i. is or becomes generally known to the public without breach of any obligation owed to the disclosing Party;
 - ii. was known to the receiving Party prior to its disclosure by the disclosing Party without breach of any obligation owed to the disclosing Party;
 - iii. is received from a third party without the receiving party having any knowledge of any breach by such third party of any obligation owed to the disclosing Party; or

- iv. was independently developed by the receiving Party without reference to or reliance upon the disclosing Party's Confidential Information.

14. Limitation of Liability. Consumers Energy's and its contractors' and subcontractors' liability hereunder is limited to direct actual damages as the sole and exclusive remedy, and total damages under the Agreement shall not exceed \$100,000 or the total amounts paid by Consumers Energy under the Agreement, whichever is less. In no event shall either Party, its parent, officers, directors, partners, shareholders, employees or affiliates, or any contractor or subcontractor or its employees or affiliates, be liable to the other Party for special, indirect, exemplary, punitive, incidental or consequential damages of any nature whatsoever connected with or resulting from performance or non-performance of obligations under the Agreement, including without limitation, damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability contract, operation of law or otherwise.

15. Additional Terms.

- a. Customer also agrees, with respect to Consumers Energy's management of the Monitoring System, it:
 - i. receives a limited, revocable, non-transferrable and non-exclusive right to use and access during the Term the Monitoring System and shall use the Monitoring System solely for its internal use subject to the terms of the Agreement and not for the benefit of any third party. Except as expressly permitted in the Agreement, Customer agrees that it shall not receive any right, title or interest in, or any license or right to use or access, the Monitoring System or any patent, copyright, trade secret, trademark or other intellectual property rights therein by implication or otherwise;
 - ii. shall use the Monitoring System in accordance with all applicable law;
 - iii. shall not and shall prohibit causing or permitting, the copying, reverse engineering, disassembly, decompilation or attempting to derive the source code of the Monitoring System, or other intellectual property of Consumers Energy or creation of any derivative work thereof;
 - iv. expressly disclaims any passing of title to the Monitoring System, any trade names, trade dress, trademarks, service marks, commercial symbols, copyrightable material, designs, logos and/or any other intellectual property of Customer;
 - v. shall not delete, alter, cover, or distort any copyright or other proprietary notices or trademarks from the Monitoring System and to use reasonable care to prevent the Monitoring System and Consumers Energy's intellectual property rights contained in the software from damage and unauthorized use.
- b. **Miscellaneous.** Customer may not assign any of its rights or delegate any of its performance obligations hereunder without the prior written consent of Consumers Energy. The Agreement, including all attachments, constitutes the entire agreement between Customer and Consumers Energy and may only be amended in writing signed by each of the Parties. If any of its provisions shall be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. This Agreement shall be binding upon the Parties together with their successors and permitted assigns. Each Party shall be responsible for its Representatives' compliance with the Agreement. Customer shall promptly notify Consumers Energy in writing of any changes occurring during the Term to the Customer address(es) set forth in this Agreement.
- c. **Force Majeure.** The Parties to this Agreement shall be excused from any failure or delay in the performance of their obligations if such obligations are prevented from being fulfilled due to Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure, shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the

occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance. A "Force Majeure" shall include any act, event, or occurrence beyond the Party's reasonable control, which the Party, despite its best efforts, is unable to prevent, avoid, overcome, delay or mitigate, including but not limited to: floods, epidemics, earthquakes, quarantine, blockade, war, insurrection or civil strife or terrorism, provided, however, that Force Majeure shall in no event include (i) failure of Subcontractors or Suppliers to deliver services, materials or components or receipt from any Subcontractor or Supplier of defective services, material or components unless same were themselves caused by a Force Majeure Event; (ii) technological impossibility; (iii) a governmental act or failure to act, or order or injunction, caused by any act or failure to act of the Seller or any Subcontractor or Supplier; (iv) strikes or work stoppages; or (v) inclement weather.

- d. Warranty Limitations.** THE MONITORING SYSTEM (AND ANY SOFTWARE, HARDWARE, OR OTHER COMPONENT THEREOF) AND ALL SERVICES HEREUNDER ARE PROVIDED AS IS BY CONSUMERS ENERGY WITHOUT ANY WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.
- e. Governing Law; Actions; Etc.:** This Agreement shall be deemed a Michigan contract and shall be governed by and interpreted in accordance with the laws of the State of Michigan; excluding any conflicts of laws principles that would result in this Agreement being interpreted in accordance with any different law. Venue for any lawsuit arising out of or in connection with this Agreement shall be exclusively in the courts of the State of Michigan or a Federal court sitting in the State of Michigan. Any legal action against Consumers Energy relating to this Agreement or the breach thereof shall be commenced within one year from the date on which the claimed breach, default or other cause of action arose (and, without limiting the foregoing, in all events not later than one year after the date of completion or other cessation of performance of the work hereunder). This Agreement is intended for the benefit of the parties herein only and does not grant any rights to any third parties unless otherwise specifically stated herein. If Customer defaults in the timely performance of any of its obligations hereunder, then Consumers Energy may, at its option, and in addition to any and all other rights or remedies it may have hereunder or at law or equity, terminate this Contract by written notice to Customer.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the Effective Date.

CONSUMERS ENERGY COMPANY

(Customer)

By: _____
(Signature)

By: _____
(Signature)

(Print or Type Name)

(Print or Type Name)

(Date)

(Date)

**ATTACHMENT A -
CUSTOMER BASELINE CALCULATIONS AND PERFORMANCE OBLIGATIONS**

"Original Baseline Demand" calculation methodology – for interruptions called on normal business days, calculate an average hourly demand profile based on the demands created during the ten (10) non-interruption business days immediately preceding an interruption notification, excluding Saturday, Sunday and holidays as recognized in the Company's Electric Rate Book ("Normal Baseline Demand"). .

"Day of Adjustment" calculation methodology - starts at the point of the interruption event and counts back four (4) hours. (For purposes of clarification – for the "Day of Adjustment" calculation **only** the baseline **is** calculated beginning from the start of the interruption event and moving backwards by four (4) hours). The "Original Baseline Demand" will be ADJUSTED up/down on the day of an event by the ratio of (a) the sum of hourly demands for the three (3) hours beginning four (4) hours prior to the interruption event and (b) the sum of those same three hours unadjusted consumption baseline demands. The resultant change to the Original Baseline Demand is limited to +/- 20% of the Original Baseline Demand and is referred to as the "Adjusted Baseline Demand".

Demand Response Enactment Event examples:

*Prior 10 business day/24-hour baseline = 100 kW with a 20 kW Nomination amount (Use this information for all scenarios).

Scenario #1

4 hours prior "Day of Adjustment" = 70 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 70 kW average demand during the 3 hour "Day of Adjustment" period represents a 30% decrease from the Original Baseline Demand, so the Original Baseline Demand will be reduced by only 20%, as per the "Baseline" calculation methodology).
Adjusted Baseline Demand = 80 kW.

To FULLY comply during this event - Load reduction = 80 kW – 20 kW (Nomination) = Customer would need to reduce load to 60 kW to comply at 100%.

Scenario #2

4-hour prior "Day of Adjustment" = 110 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 110 kW average demand during the 3 hour "Day of Adjustment" period represents a 10% increase from the Original Baseline Demand, so the Original Baseline Demand will be increased by 10%, as per the "Baseline" calculation methodology).
Adjusted Baseline Demand = 110 kW.

To FULLY comply during this event - Load reduction = 110 kW – 20 kW (Nomination) = Customer would need to reduce load to 90 kW to comply at 100%.

Scenario #3

4-hour prior "Day of Adjustment" = 95 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 95 kW average demand during the 3 hour "Day of Adjustment" period represents a 5% decrease from the Original Baseline Demand, so the Original Baseline Demand will be decreased by 5%, as per the "Baseline" calculation methodology).
Adjusted Baseline Demand = 95 kW.

To FULLY comply during this event - Load reduction = 95 kW – 20 kW (Nomination) = Customer would need to reduce load to 75 kW to comply at 100%.

Scenario #4

4-hour prior "Day of Adjustment" = 125 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 125 kW average demand during the 3 hour "Day of Adjustment" period represents a 25% increase from the Original Baseline Demand, so the

Original Baseline Demand will be increased by only 20%, as per the "Baseline" calculation methodology.)
Adjusted Baseline Demand = 120 kW.

To FULLY comply during this event - Load reduction = 120 kW – 20 kW (Nomination) = Customer would need to reduce load to 100 kW to comply at 100%.



ENERGY DEMAND RESPONSE 2025 ENERGY REDUCTION PLAN

Company Name: _____

Facility Contact Name: _____

Address Line 1: _____

Address Line 2: _____

Contract Account #: _____

Contract Type: Emergency Emergency with Generator

DR Nomination: _____ kW

DR Event Procedure: Consumers Energy will notify you that a DR event has been dispatched. Confirm phone, e-mail, and/or text notifications sent by Consumers Energy. Manually shut down the following equipment by the time the DR event begins. If applicable, turn on generator and transfer specified building load to the generator.

Equipment	Shutdown Procedure	Load Reduction (kW)

Equipment	Shutdown Procedure	Load Reduction (kW)
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Job Title:		Web Portal Access: Yes <input type="checkbox"/> No <input type="checkbox"/>
I would like to receive text message notification	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Direct Dial Phone Number:	EXTENSION:	
Mobile Number:		
Pager Number:		
E-mail Address:		

Contact Name:		Web Access
Job Title:		Web Portal Access: Yes <input type="checkbox"/> No <input type="checkbox"/>
I would like to receive text message notification	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Direct Dial Phone Number:	EXTENSION:	
Mobile Number:		
Pager Number:		
E-mail Address:		

Contact Name:		Web Access
Job Title:		Web Portal Access: Yes <input type="checkbox"/> No <input type="checkbox"/>
I would like to receive text message notification	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Direct Dial Phone Number:	EXTENSION:	
Mobile Number:		
Pager Number:		
E-mail Address:		

Contact Name:		Web Access
Job Title:		Web Portal Access: Yes <input type="checkbox"/> No <input type="checkbox"/>
I would like to receive text message notification	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Direct Dial Phone Number:	EXTENSION:	
Mobile Number:		
Pager Number:		
E-mail Address:		

**ATTACHMENT D
GENERATOR**

