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August 8, 2019

Ms. Barbara Kunkel
Acting Executive Secretary
Michigan Public Service Commission
7109 West Saginaw Highway
Post Office Box 30221
Lansing, MI 48909

RE: In the matter of the application of Consumers Energy Company for Approval of a Settlement Agreement to Resolve Rights and Obligations Under the Public Utility Regulatory Policies Act of 1978.

Dear Ms. Kunkel:

Enclosed for electronic filing in the above-captioned case, please find **Consumers Energy Company's Application for Approval of Settlement Agreement**. This is a paperless filing and is therefore being filed only in PDF.

Sincerely,

Emerson J. Hilton

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of)
CONSUMERS ENERGY COMPANY)
for Approval of a Settlement Agreement)
to Resolve Rights and Obligations Under)
the Public Utility Regulatory Policies Act)
of 1978.)
_____)

Case No. U-20615

APPLICATION FOR APPROVAL OF SETTLEMENT AGREEMENT

Consumers Energy Company (“Consumers Energy” or the “Company”) files this Application (“Application”) to request that the Michigan Public Service Commission (“MPSC” or the “Commission”) (i) open this docket for the purpose of resolving a broad range of rights and obligations under the Public Utility Regulatory Policies Act of 1978 (“PURPA”); (ii) grant the Company’s request for ex parte approval of the attached Settlement Agreement (“Agreement”), which will in fact broadly resolve the rights and obligations, under PURPA, as between Consumers Energy and numerous signatories to the Agreement; and (iii) grant other associated relief discussed below. The Agreement is attached to this Application as **Exhibit A**. The Agreement, if approved, would result in the Company’s acquisition of substantial energy and capacity from new renewable energy projects, consistent with PURPA; the resolution of numerous outstanding complaint cases and other proceedings involving the implementation of PURPA in Michigan with respect to the Company; and the avoidance of additional litigation, uncertainty, and delay for Consumers Energy, the Commission, and developers of PURPA “qualifying facilities” (“QFs”) who wish to construct renewable energy projects in Michigan.

Consumers Energy is committed to a Clean Energy Plan that will substantially transform the electric generation landscape in Michigan over the next 20 years. The Company’s Clean

Energy Plan was approved by the Commission in the Company's Integrated Resource Plan ("IRP") proceeding, Case No. U-20165, through a Settlement Agreement supported by a broad and diverse swath of Michigan constituencies, including the MPSC Staff ("Staff"), the Michigan Attorney General, customer and environmental advocates, clean energy groups, and commercial and industrial business interests. Consumers Energy intends to phase out coal-fueled electric generation and replace much of that energy and capacity with renewable resources – including 6,000 MW of solar projects – through competitive solicitations that will maintain affordable energy for customers. Consumers Energy is leading a clean energy transformation in Michigan, and nationally, for the good of this state's residents and businesses, its environment, and its prosperity.

The proposed Agreement filed with this Application resolves a wide range of rights and obligations under PURPA that pre-date the Commission's approval of the Company's Clean Energy Plan, and it further demonstrates Consumers Energy's commitment to renewable energy development in Michigan. The Agreement will allow Consumers Energy to look forward, rather than backward, in the coming years. Indeed, the only objectors to the Company's Clean Energy Plan are now signatories to the Agreement for which Consumers Energy seeks the Commission's approval in this docket. A core purpose of the proposed Agreement is to allow Consumers Energy to focus its full attention on implementation of the Clean Energy Plan, and on the delivery of affordable, reliable, and clean energy to Michigan customers.

All QFs and other projects in Consumers Energy's interconnection queue as of June 7, 2019, have been given actual notice of this Application and the attached Agreement. All eligible

QFs¹ may participate in the Agreement's framework, regardless of whether they have signed the Agreement as of the date of this Application, by electing to do so during an opt-in period provided by the Agreement. At the same time, **Consumers Energy does not ask the Commission to bind any eligible QF or other entity that has not signed or that chooses not to sign the Agreement.** Consumers Energy requests that the Commission approve the Agreement solely as a fair and reasonable means of resolving the rights and obligations of parties that have already signed the Agreement or that choose to do so within 30 days of the Commission's approval of the Agreement through a final order in this docket.

Consumers Energy specifically requests that the Commission find the Agreement to be fair, reasonable, and in the public interest, and that the Commission approve the Agreement as the best plan for addressing and resolving a wide range of rights and obligations under PURPA. The Company further requests that the Commission approve the Agreement on an ex parte basis, and in an expedited order, to facilitate efficient implementation of the Agreement. Finally, pursuant to the terms of the Agreement, Consumers Energy requests that the Commission grant a limited waiver of its current Electric Interconnection and Net Metering Standards ("Interconnection Standards"), Mich Admin Code R 460.601a *et seq.*, as necessary to allow the Company to implement the terms of the Agreement.

In support of these requests, Consumers Energy states the following:

1. Consumers Energy is, among other things, engaged as a public utility in the business of generating, purchasing, distributing, and selling electric energy to approximately 1.8 million retail customers in Michigan. The retail electric system of Consumers Energy is operated as a single utility system in which the same rates and tariffs are applicable. Consumers

¹ In general, the Agreement provides that projects are eligible to participate if they are QFs with a capacity of 20 MWac or less and were in the Company's interconnection queue on or before June 7, 2019. Eligibility is further defined in the Agreement for specific types of awards to be made under the Agreement.

Energy's retail electric business is subject to the jurisdiction of the MPSC pursuant to various Michigan statutes and regulations.

2. As a matter of federal policy, PURPA establishes a goal of encouraging small power production. See 16 USC § 824a-3(a). Congress enacted PURPA, in 1978, "to combat the nationwide energy crisis" that had affected the United States during the 1970s. *FERC v Mississippi*, 456 US at 745. At the time, electric utilities' reliance on oil and natural gas for electricity generation "had an adverse effect on rates to consumers and on the economy as a whole." *Id.* at 745-746. The "basic purpose" of PURPA, when enacted, "was to increase the utilization of cogeneration and small power production facilities and to reduce reliance on fossil fuels." *Am Paper Inst, Inc v Am Elec Power Serv Corp*, 461 US 402, 417 (1983). This purpose is reflected in PURPA's statutory text, which requires federal regulations designed to "encourage cogeneration and small power production." 16 USC § 824a-3(a).

3. To achieve its goal of encouraging small power production, PURPA generally requires electric utilities to purchase energy from "qualifying small power production facilities," otherwise known as QFs.² See 16 USC § 824a-3(a); 18 CFR § 292.204. This requirement is sometimes called PURPA's "must-buy" provision. In order to protect utilities and their ratepayers from excessive costs, PURPA mandates that the rates at which utilities purchase power from QFs "shall be just and reasonable to the electric consumers of the electric utility and in the public interest." 16 USC § 824a-3(b). As such, utilities are not required to make such purchases at "a rate that exceeds the incremental cost to the electric utility of alternative electric energy." *Id.* This "incremental cost to the electric utility" is defined by the Federal Energy

² QFs are typically electric generating facilities whose primary fuel source is renewable and whose maximum power production capacity does not exceed 80 MW. See 16 USC § 796(17); 18 CFR § 292.203. The Federal Energy Regulatory Commission has waived Consumers Energy's obligation under PURPA to purchase from "large QFs" with a power production capacity greater than 20 MW. *Consumers Energy Company*, 139 FERC ¶ 61,069 (April 24, 2012).

Regulatory Commission (“FERC”) as the utility’s “avoided cost.” 18 CFR § 292.101(6). Specifically, FERC’s rules define “avoided cost” as “the incremental costs to an electric utility of electric energy or capacity or both which, but for the purchase from the qualifying facility or qualifying facilities, such utility would generate itself or purchase from another source.” *Id.*

4. PURPA is a “cooperative federalism scheme” that places significant responsibility for achieving its federal policy goals in the hands of individual states. *See Exelon Wind 1, LLC v Nelson*, 766 F3d 380, 396 (5th Cir. 2014). As such, the Commission has implemented PURPA through a variety of orders and proceedings issued over the past four decades. With respect to Consumers Energy, specifically, the Commission established avoided costs and other PURPA-related requirements through a series of Orders in Case No. U-18090. As discussed below, the Commission then approved revisions to the PURPA requirements applicable to Consumers Energy, including a new avoided cost construct, in its final Order in Case No. U-20165.

5. During the pendency of Case No. U-18090, numerous renewable energy developers submitted applications for interconnection to Consumers Energy’s electric distribution system under the MPSC’s Interconnection Standards. Many of the projects seeking interconnection during that time were QFs. By late 2018, approximately 3,000 MW of projects were in Consumers Energy’s interconnection queue. That number has continued to grow in 2019, and there are now more than 3,500 MW of proposed renewable energy projects, including many QFs, in the Company’s interconnection queue. As described in the Company’s filings in Case No. U-20444, this unprecedented number of interconnection applications caused a significant strain on Consumers Energy’s ability to process those applications in a timely manner while also ensuring system reliability and safety.

6. Also during the pendency of Case No. U-18090, numerous renewable energy developers contacted Consumers Energy and asked for contracts with various QFs under PURPA. Due to significant uncertainty around the outcome of Case No. U-18090, Consumers Energy generally declined to enter into such contracts at the time. Eventually, a number of renewable energy developers and QFs filed complaints against Consumers Energy to resolve rights and obligations under both PURPA and the Commission's Interconnection Standards.

7. In its October 5, 2018 Order in Case No. U-18090 ("October 5 Order"), the Commission indicated a desire that Consumers Energy's compliance with PURPA be addressed further in its then-pending IRP proceeding, Case No. U-20165. See October 5 Order, pages 17, 43. The Commission subsequently approved a settlement agreement in Case No. U-20165 on June 7, 2019 ("June 7 Order"). Although that settlement agreement established a framework for Consumers Energy's compliance with PURPA going forward – including a new avoided cost rate construct – it did not resolve a variety of outstanding questions regarding the Company's compliance with PURPA prior to the date of the Commission's June 7 Order. In particular, the Commission's June 7 Order did not resolve a number of outstanding complaint cases filed against Consumers Energy by QFs. Nor did the Commission's June 7 Order resolve an outstanding appeal of its October 5 Order.

8. Consumers Energy is currently the respondent in five complaint cases at the MPSC that seek to resolve rights and obligations under PURPA and the Commission's Interconnection Standards. Those complaints are pending in Case Nos. U-20500, U-20516, U-20558, U-20565, and U-20575. In addition, an appeal of the Commission's October 5 Order, which seeks to resolve rights and obligations of Consumers Energy and renewable energy developers under PURPA, remains pending at the Michigan Court of Appeals. Therefore, while

the Commission's June 7 Order paved the way for implementation of the Company's Clean Energy Plan going forward, Consumers Energy and its customers continue to face uncertainty regarding unresolved rights and obligations under PURPA, and the Interconnection Standards, that predate the June 7 Order.

9. Throughout the first half of 2019, Consumers Energy and a number of renewable energy developers worked diligently and in good faith to resolve QF claims to PURPA contracts at the avoided cost rates set forth in Case No. U-18090. These negotiations included the QFs that have filed complaints against Consumers Energy, as well as the appellant in the pending appeal of Case No. U-18090. The negotiations included the Solar Energy Industries Association ("SEIA") and Cypress Creek Renewables – previously objectors to the settlement agreement in Case No. U-20165 – and representatives of Staff.

10. Consumers Energy, SEIA, Staff, and a significant number of renewable energy developers and QFs have now reached an agreement to resolve their respective rights and obligations under PURPA. As reflected in the Agreement attached to this Application, this resolution, if approved by the Commission, would result in the dismissal of pending PURPA complaints against Consumers Energy, as well as dismissal of the pending appeal of Case No. U-18090. It would also prevent any signatory of the Agreement from challenging the Commission's June 7 Order approving the settlement agreement in the Company's IRP proceeding. Parties who have signed or who will sign the Agreement will relinquish any additional claims to PURPA rights and obligations, with respect to Consumers Energy, that pre-date June 7, 2019.

11. The Agreement establishes a framework for allocating PURPA contracts to eligible QFs at the avoided cost rates set forth in Case No. U-18090. Under this framework,

Consumers Energy will enter into contracts with QFs for 170 MW of energy and capacity at the “full avoided cost” rates set forth in Case No. U-18090. In addition, Consumers Energy will enter into contracts with QFs for 414 MW of energy and capacity at the “energy only”³ avoided cost rates set forth in Case No. U-18090. The Agreement also establishes uniform terms that will be applicable to all Power Purchase Agreements (“PPAs”) entered into between Consumers Energy and QFs under the Agreement, thereby streamlining the process of executing PPAs following the Commission’s approval of the Agreement.

12. In addition, the Agreement establishes parameters for necessary interconnection studies and interconnection construction with respect to QFs that are awarded contracts under the Agreement. In order to interconnect those QFs to Consumers Energy’s electric distribution system in an efficient and orderly manner, the parameters set forth in the Agreement will require a limited waiver of the MPSC’s current Interconnection Standards under Mich Admin Code R 460.612. As specified in the Agreement, this waiver would be solely for the purpose of enabling the interconnection process set forth in the Agreement, and would encompass, for example, (i) allowing Consumers Energy to use commercially reasonable efforts to complete and/or revise engineering reviews and distribution system studies for certain projects within a twelve-month period, rather than to complete those studies within the time periods specified in Rules 460.620(5) through (8), and (ii) allowing Consumers Energy to continue processing interconnection applications from net metering applicants and other small renewable energy projects, as well as other projects not subject to the Agreement. Of the 584 MW of projects with which Consumers Energy will enter into contracts under the Agreement, the Company will use commercially reasonable efforts to

³ The “energy only” rate includes payment for both energy and capacity, and is sometimes referred to as the “energy plus MISO PRA” rate.

interconnect 150 MW to its system each year, beginning in 2020, so long as 150 MW of projects sign interconnection agreements each year and are ready to be interconnected. Consumers Energy will also use commercially reasonable efforts to interconnect all 584 MW of projects by September 1, 2023. The intent of that target date is to help ensure all projects awarded contracts under the Agreement can begin operations by 2024, for purposes of the federal Investment Tax Credit.

13. As of the date of this Application, more than 3,300 MW of projects in Consumers Energy's interconnection queue, or approximately 94% of the potential PURPA projects in the Company's interconnection queue, have agreed to participate in the settlement framework.⁴ A list of signatories to the Settlement Agreement is provided as **Exhibit B** to this Application. Signatories to the agreement include more than 20 renewable energy developers and more than 400 individual QFs.⁵ In addition, the current parties to the Agreement have agreed that additional renewable energy developers and QFs can sign the Agreement during the opt-in period following the Commission's approval. If they choose to do so, such additional developers and QFs can thereby also become parties to the Agreement and participate in the Agreement's settlement framework. However, even if no additional party signs the Agreement, it will still resolve outstanding PURPA rights and obligations as between Consumers Energy and the vast majority of relevant renewable energy developers and QFs.

⁴ These numbers include sPower Development Company, LLC ("sPower"), which is not a signatory to this Agreement. The Agreement accounts for a specific award to sPower, but Consumers Energy and sPower have agreed to terms under a separate settlement agreement that is expected to be filed for approval at the Commission in the near future. These numbers also account for at least one developer that has committed in writing to participate, but who has not yet signed the Agreement for logistical reasons. Additional developers, not accounted for in these numbers, have also indicated they are likely to participate during the opt-in period following the Commission's approval.

⁵ Some renewable energy developers signed on behalf of themselves as QF parent companies and separately listed individual QFs, while others signed only on behalf of the QF parent companies or only on behalf of individual QFs. As such, the total number of QFs covered by the Agreement is likely much greater than 400.

14. As a result of the Agreement, the Company will contract for 584 MW of energy and capacity at the avoided-cost rates set forth in Case No. U-18090. This is expected to result in significant savings for the Company's customers when compared to the possibility of contracting at the same rates with the more than 3,500 MW of relevant projects currently in Consumers Energy's interconnection queue. Going forward, purchases from QFs under the Company's Clean Energy Plan framework approved in Case No. U-20165 will be made at prices that more accurately reflect the Company's actual avoided costs.

15. Broadly speaking, the Agreement is consistent with PURPA, and it furthers the federal policy objectives reflected by PURPA, insofar as it will result in the development of a substantial amount of additional small, renewable power production facilities in Michigan.

16. Under the terms of the Agreement, other renewable energy developers with eligible QFs who have not signed the Agreement to date will have 30 days from the Commission's approval of the Agreement to sign the Agreement, and participate in the Agreement's settlement framework, if they so choose. All entities in Consumers Energy's interconnection queue as of June 7, 2019 have been provided with actual notice of the Agreement and their opportunity to participate through this 30-day opt-in period. On the other hand, the parties to the Agreement do not intend for the Commission's approval of the Agreement to bind any entity that has not signed the Agreement or that chooses not to sign the Agreement during the 30-day opt-in period. Because the Agreement will allow the participation of any eligible QF upon the Commission's approval of the Agreement, and because the parties to the Agreement otherwise do not intend for the Commission's approval of the Agreement to bind any entity that chooses not to participate, ex parte approval of the Agreement in this docket is appropriate. Ex parte approval is also appropriate under MCL 460.6a because the Commission's

approval of this Agreement will not increase the Company's rates or charges or alter, change, or amend any rate or rate schedule.

17. Consumers Energy, SEIA, Staff, and all other signatories to the Agreement concur that the Agreement is reasonable and in the public interest and consistent with PURPA; that its terms represent a fair and reasonable resolution of numerous recent and pending cases before the MPSC; and that its terms also provide a fair and reasonable mechanism for avoiding similar future litigation. Again, the parties to the Agreement do not seek to bind any entity that does not affirmatively sign on to its terms and agree to participate in its framework. As reflected in the Agreement, however, all of its signatories desire the MPSC's approval of the Agreement through a final Commission order.

WHEREFORE, Consumers Energy Company respectfully requests that the Michigan Public Service Commission:

- A. Accept this Application for filing and open a docket for the purposes described above;
- B. Determine that the proposed Settlement Agreement, attached as Exhibit A to this Application, is fair, reasonable, in the public interest, and consistent with PURPA, and that the Settlement Agreement should be approved;
- C. Determine that the relief requested herein should be granted ex parte without the time and expense of a public hearing and issue an order granting such relief on an expedited basis;

- D. Determine that there is good cause for a limited waiver of the Commission's current Interconnection Standards as necessary to effectuate the Settlement Agreement, determine that such a waiver is in the public interest, and grant such a waiver; and
- E. Grant such other and further relief as is lawful and appropriate.

Respectfully submitted,

CONSUMERS ENERGY COMPANY

Dated: August 8, 2019

By: _____
Timothy J. Sparks
Vice President
Electric Grid Integration
Consumers Energy Company

Emerson J. Hilton (P76363)
Robert W. Beach (P73112)
Michael C. Rampe (P58189)
One Energy Plaza
Jackson, Michigan 49201
Attorneys for Consumers Energy Company
(517) 788-1241

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of)
CONSUMERS ENERGY COMPANY)
for Approval of a Settlement Agreement)
to Resolve Rights and Obligations Under)
the Public Utility Regulatory Policies Act)
of 1978.)
_____)

Case No. U-20615

VERIFICATION

Timothy J. Sparks states that he is Vice President-Electric Grid Integration of Consumers Energy Company; that he has executed the foregoing Application for and on behalf of Consumers Energy Company; that he has read the foregoing Application and is familiar with the contents thereof; that the facts contained therein are true, to the best of his knowledge and belief; and that he is duly authorized to execute such Application on behalf of Consumers Energy Company.

Dated: August 8, 2019

Timothy J. Sparks
Vice President
Electric Grid Integration

EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement (inclusive of Exhibit A, “this Agreement”) is entered into by and between Consumers Energy Company (“Consumers Energy”), the Michigan Public Service Commission Staff (“MPSC Staff”), the Solar Energy Industries Association (“SEIA”), and the undersigned renewable energy developers (“Developers”) for the purpose of resolving claims to legal rights under the Public Utility Regulatory Policies Act of 1978, as amended (“PURPA”). Consumers Energy, MPSC Staff, SEIA, and Developers may be referred to in this Agreement collectively as the “Parties” and individually as a “Party”.

WHEREAS:

- A. Consumers Energy is a Michigan corporation and public utility serving 1.8 million electric customers within its service territory in the State of Michigan; and
- B. Consumers Energy is subject to PURPA and to regulation by the Michigan Public Service Commission (“MPSC” or “Commission”); and
- C. Certain rights and obligations of Consumers Energy, Developers, and various other entities under PURPA are or have been at issue in numerous recent and pending cases before the MSPC; and
- D. The Parties desire to resolve certain legal rights and obligations under PURPA, and have mutually agreed to the terms of this Agreement for that purpose; and
- E. In light of the Parties’ agreement to such terms, Consumers Energy has agreed to advocate before the Commission that the Commission resolve certain legal rights and obligations under PURPA by means of this Agreement; and
- F. The Parties believe that the terms of this Agreement are in the public interest and consistent with PURPA, that they represent a fair and reasonable resolution of numerous recent and pending cases before the MPSC, and that they provide a fair and reasonable mechanism for avoiding similar future litigation; and
- G. The Parties desire the Commission’s approval of the terms and conditions of this Agreement through a final Commission order.

NOW THEREFORE, in consideration of the mutual promises contained herein, Consumers Energy, SEIA, MPSC Staff, and the Developers agree as follows:

- 1. The recitals set forth above are expressly intended to be a part of, and are therefore incorporated fully into, this Agreement.
- 2. Subject to the Commission’s approval of this Agreement without modification, this Agreement is made for the purpose of resolving certain rights and obligations under PURPA, including any and all outstanding claims and issues between the Parties in MPSC Case Nos. U-18090, U-20469, U-20500, U-20516, U-20558, U-20565, and U-20575. Also subject to the Commission’s approval of this Agreement without modification, the Parties agree that none of them will appeal or otherwise challenge the Commission’s June 7, 2019 order in Case No. U-20165.
- 3. The Parties agree to be bound by the terms and conditions set forth in Exhibit A, which are incorporated fully into this Agreement. This Agreement is the “settlement agreement” referred to in the first sentence of Paragraph 1, and elsewhere, in Exhibit A. Further, this Agreement and Consumers Energy’s corresponding application asking that the MPSC approve this Agreement, which Consumers Energy intends to file after it executes this Agreement, shall be the

settlement implementation mechanism referred to in the second sentence of Paragraph 1 in Exhibit A.

4. Consistent with Paragraph 5(c) of Exhibit A, any renewable energy developer with projects properly submitted into Consumers Energy's interconnection queue as of the close of business (eastern daylight time) on June 7, 2019 (the "Cutoff Date") will be entitled to execute this Agreement and participate in the settlement framework set forth in Exhibit A after the MPSC's approval of this Agreement. Specifically, any developer will have thirty (30) calendar days from the Commission's approval of this Agreement to execute this Agreement and thereby become a Party to this Agreement and participate in the settlement framework. The Company will provide actual notice of its application to open a proceeding at the MPSC to resolve certain legal rights and obligations under PURPA pursuant to this Agreement as well as notice of this Agreement and the opportunity to participate in the settlement framework, to all developers and/or projects properly submitted in the Company's interconnection queue as of the Cutoff Date.

5. The Parties agree to work in concert and in good faith to support and/or advocate for the MPSC's approval of this Agreement, as necessary.

6. As necessary, the Parties will enter into reasonable terms related to protecting the confidentiality of information provided under or in service of this Agreement.

7. The Parties agree that this Agreement may be enforced in one of two ways, which the Parties agree shall be the exclusive remedies available to the Parties: (1) proceedings before the MPSC; or (2) an action for injunctive relief in Ingham County, Michigan Circuit Court. The Parties will provide each other with notice and a reasonable opportunity to cure any actual or anticipatory breach of this Agreement if doing so is reasonably possible under the circumstances.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

9. This Agreement may be executed and delivered in counterparts and duplicate originals, including by a facsimile and/or electronic transmission thereof, each of which shall be deemed an original and properly delivered. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically.

10. This Agreement is intended for the benefit of the Parties hereto and does not grant any rights to third parties unless otherwise specifically granted herein.

11. Except as otherwise provided for in this Agreement, no Party may assign all or any part of its rights or responsibilities under this Agreement without the other Parties' prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, provided, however, that such consent shall not be required for any Party's transfer of an award allocation from one developer or project to another, so long as the transfer is consistent with Exhibit A. This Agreement inures to the benefit of the Parties hereto and their successors and permitted assigns and is binding on each other and each other's successors and permitted assigns.

12. This Agreement, including Exhibit A, is the complete and final agreement between the Parties with respect to the matters addressed in this Agreement. This Agreement may be amended or modified only by a subsequent agreement in writing executed by the Parties.

13. This Agreement is entered into for the sole and express purpose of reaching a compromise among the Parties. All offers of settlement and discussions related to this settlement are, and shall be considered, privileged under MRE 408.

14. So long as the Commission approves this Agreement without any modification, the Parties agree not to appeal, challenge, or otherwise contest the Commission order approving this

Agreement. Except as otherwise set forth in this Agreement, the Parties agree and understand that this Agreement does not limit any Party's right to take new and/or different positions on similar issues in other administrative proceedings, or appeals related thereto.

15. This Agreement is non-severable. Each provision of this Agreement is dependent upon all other provisions of this Agreement. Failure to comply with any provision of this Agreement constitutes failure to comply with the entirety of this Agreement. If the Commission rejects or modifies this Agreement or any provision of this Agreement, then this Agreement shall be deemed to be withdrawn.

16. The Parties agree that approval of this Agreement by the Commission would be reasonable and in the public interest.

17. In the unlikely event that the Commission determines that resolving certain legal rights and obligations under PURPA pursuant to this Agreement requires a contested case proceeding, then the Parties agree to waive Section 81 of the Administrative Procedures Act of 1969 (MCL 24.281), as it applies to the issues resolved in this Agreement, if the Commission approves this Agreement without modification. If the Commission determines that this Agreement should be rejected or modified, however, the Parties reserve all of their legal rights, including under Section 81.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the day and year set forth below.

CONSUMERS ENERGY COMPANY

By:  Digitally signed by Emerson J. Hilton Date: 2019.08.01 07:48:03 -04'00'
Printed Name: Emerson J. Hilton
Title: Attorney for Consumers Energy Company
Date: August 1, 2019

SOLAR ENERGY INDUSTRIES ASSOCIATION

By: _____
Printed Name:
Title:
Date:

MICHIGAN PUBLIC SERVICE COMMISSION STAFF

By: **Spencer Sattler** Digitally signed by Spencer Sattler Date: 2019.08.01 11:21:18 -04'00'
Printed Name: Spencer Sattler
Title: Assistant Attorney General, Attorney for MPSC Staff
Date: August 1, 2019

CYPRESS CREEK RENEWABLES, LLC

By: _____
Printed Name:
Title:
Date:

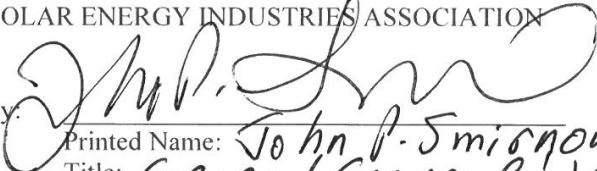
[ADDITIONAL SIGNATURES FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the day and year set forth below.

CONSUMERS ENERGY COMPANY

By: _____
Printed Name: Emerson J. Hilton
Title: Attorney for Consumers Energy Company
Date:

SOLAR ENERGY INDUSTRIES ASSOCIATION

By: 
Printed Name: John P. Smirnow
Title: General Counsel; VP of Market Strategy
Date: 7/26/19

MICHIGAN PUBLIC SERVICE COMMISSION STAFF

By: _____
Printed Name:
Title:
Date:

CYPRESS CREEK RENEWABLES, LLC

By: _____
Printed Name:
Title:
Date:

[ADDITIONAL SIGNATURES FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the day and year set forth below.

CONSUMERS ENERGY COMPANY

By: _____
Printed Name: Emerson J. Hilton
Title: Attorney for Consumers Energy Company
Date:


SOLAR ENERGY INDUSTRIES ASSOCIATION

By: _____
Printed Name:
Title:
Date:

MICHIGAN PUBLIC SERVICE COMMISSION STAFF

By: _____
Printed Name:
Title:
Date:

CYPRESS CREEK RENEWABLES, LLC

By:  _____
Printed Name: Jerome O'Brien
Title: General Counsel
Date: July 24, 2019

*Signing on behalf of Cypress Creek
Renewables, LLC and its
wholly-owned subsidiaries
identified on Schedule CCP.*

[ADDITIONAL SIGNATURES FOLLOW]

EXHIBIT A

<u>Schedule CCR</u>				
CCR ID	State	Utility	MWac	Project Entity
MI-002428	MI	CNSMRS	2	13 Mile Solar, LLC
MI-003462	MI	CNSMRS	2	Abhurite Solar, LLC
MI-003423	MI	CNSMRS	20	Adamite Solar, LLC
MI-003204	MI	CNSMRS	12	Adams Solar, LLC
MI-003420	MI	CNSMRS	20	Addle Solar, LLC
MI-003463	MI	CNSMRS	20	Agrelite Solar, LLC
MI-003257	MI	CNSMRS	2	Agroscape Solar, LLC
MI-003235	MI	CNSMRS	2	Alacrity Solar, LLC
MI-003632	MI	CNSMRS	10	Albion North Solar, LLC
MI-003256	MI	CNSMRS	2	Alma Solar, LLC
MI-003629	MI	CNSMRS	10	Alpinist Solar, LLC
MI-003268	MI	CNSMRS	8	Aluminum Solar, LLC
MI-002363	MI	CNSMRS	2	AMT Solar, LLC
MI-002728	MI	CNSMRS	2	Anatole Solar, LLC
MI-002430	MI	CNSMRS	2	Angola Solar, LLC
MI-003366	MI	CNSMRS	20	Arb Solar, LLC
MI-003424	MI	CNSMRS	2	Arctite Solar, LLC
MI-002757	MI	CNSMRS	2	Arrowhead Solar, LLC
MI-003572	MI	CNSMRS	10	Artisan Solar, LLC
MI-004098	MI	CNSMRS	20	Asparagus Solar, LLC
MI-003850	MI	CNSMRS	20	Atom Solar, LLC
MI-003385	MI	CNSMRS	2	Au Gres Solar, LLC
MI-002729	MI	CNSMRS	2	Aubil Solar, LLC
MI-002365	MI	CNSMRS	2	Aurelius Solar, LLC
MI-003856	MI	CNSMRS	16	Babbitt Solar, LLC
MI-003578	MI	CNSMRS	10	Bamboo Solar, LLC
MI-004074	MI	CNSMRS	20	Banfield Solar, LLC
MI-002983	MI	CNSMRS	2	Barkskin Solar, LLC
MI-004064	MI	CNSMRS	20	Beaverton Solar, LLC
MI-003200	MI	CNSMRS	10	Belgrade Solar, LLC
MI-003622	MI	CNSMRS	20	Bellburns Solar, LLC
MI-003272	MI	CNSMRS	2	Beryllium Solar, LLC
MI-002691	MI	CNSMRS	2	Bibbins Solar, LLC
MI-003620	MI	CNSMRS	20	Big Prairie Solar, LLC
MI-004061	MI	CNSMRS	12	Big Stone Solar, LLC
MI-003581	MI	CNSMRS	2	Bluebird Solar, LLC
MI-003764	MI	CNSMRS	10	Bodega Solar, LLC
MI-003627	MI	CNSMRS	2	Bohne Solar, LLC
MI-002665	MI	CNSMRS	2	Booth Drain Solar, LLC
MI-003678	MI	CNSMRS	20	Borelly Solar, LLC
MI-003858	MI	CNSMRS	10	Bradshaw Solar, LLC
MI-003316	MI	CNSMRS	2	Brandt Solar, LLC
MI-003621	MI	CNSMRS	2	Breckenridge Solar, LLC
MI-002655	MI	CNSMRS	2	Brogan Solar, LLC
MI-003398	MI	CNSMRS	20	Buena Vista Solar, LLC

EXHIBIT A

MI-002467 MI	CNSMRS	2 Bullhead Solar, LLC
MI-003317 MI	CNSMRS	2 Bunny Solar, LLC
MI-003369 MI	CNSMRS	10 Burns Park Solar, LLC
MI-002470 MI	CNSMRS	2 Burr Solar, LLC
MI-002367 MI	CNSMRS	2 Burt Solar, LLC
MI-003658 MI	CNSMRS	5 Byrne Solar, LLC
MI-003074 MI	CNSMRS	20 Cadillac Solar, LLC
MI-002121 MI	CNSMRS	2 Canal Solar, LLC
MI-003201 MI	CNSMRS	12 Capetown Solar, LLC
MI-002433 MI	CNSMRS	2 Captain Solar, LLC
MI-004050 MI	CNSMRS	20 Castleton Solar, LLC
MI-002427 MI	CNSMRS	2 Cayenne Solar, LLC
MI-003847 MI	CNSMRS	20 Cloudbreak Solar, LLC
MI-002761 MI	CNSMRS	2 Cobb Solar, LLC
MI-002142 MI	CNSMRS	2 Coldwater Solar, LLC
MI-003194 MI	CNSMRS	2 Columbia Solar, LLC
MI-002891 MI	CNSMRS	20 Coman Solar, LLC
MI-003579 MI	CNSMRS	10 Congo Solar, LLC
MI-002751 MI	CNSMRS	2 Coolidge Solar, LLC
MI-003199 MI	CNSMRS	20 Copenhagen Solar, LLC
MI-003898 MI	CNSMRS	14 Coronado Solar, LLC
MI-003319 MI	CNSMRS	2 Cowboy Solar, LLC
MI-004062 MI	CNSMRS	12 Custer Solar, LLC
MI-002689 MI	CNSMRS	2 Dantes Solar, LLC
MI-002358 MI	CNSMRS	2 Demings Lake Solar, LLC
MI-002199 MI	CNSMRS	2 Devils Lake Solar, LLC
MI-003169 MI	CNSMRS	12 Dimanche Solar, LLC
MI-003178 MI	CNSMRS	2 Domingo Solar, LLC
MI-003314 MI	CNSMRS	2 Donny Solar, LLC
MI-002954 MI	CNSMRS	2 Douglass Solar, LLC
MI-003641 MI	CNSMRS	5 Dram Solar, LLC
MI-002431 MI	CNSMRS	2 Duffield Solar, LLC
MI-003415 MI	CNSMRS	12 Durban Solar, LLC
MI-003371 MI	CNSMRS	2 El Ray Solar, LLC
MI-003470 MI	CNSMRS	2 Elsie Solar, LLC
MI-002727 MI	CNSMRS	2 Endymion Solar, LLC
MI-003292 MI	CNSMRS	12 Esmarelda Solar, LLC
MI-003293 MI	CNSMRS	2 Fabienne Solar, LLC
MI-003662 MI	CNSMRS	5 Famous Rays Solar, LLC
MI-003397 MI	CNSMRS	2 Ferris Solar, LLC
MI-003207 MI	CNSMRS	12 Fillmore Solar, LLC
MI-003166 MI	CNSMRS	2 Flanker Solar, LLC
MI-003794 MI	CNSMRS	2 Florence Solar, LLC
MI-003230 MI	CNSMRS	20 Fortunate Sun Solar, LLC
MI-003237 MI	CNSMRS	2 Frehley Solar, LLC
MI-002160 MI	CNSMRS	2 Frontier Solar, LLC
MI-002992 MI	CNSMRS	20 Frontier's Edge Solar, LLC

EXHIBIT A

MI-003374 MI	CNSMRS	2 Fulton Solar, LLC
MI-002480 MI	CNSMRS	2 Geddes 1 Solar, LLC
MI-002156 MI	CNSMRS	2 Geddes 2 Solar, LLC
MI-003416 MI	CNSMRS	2 Gladwin Solar, LLC
MI-003419 MI	CNSMRS	20 Glennie Solar, LLC
MI-003594 MI	CNSMRS	20 Gobi Solar, LLC
MI-003142 MI	CNSMRS	20 Goethe Solar, LLC
MI-002360 MI	CNSMRS	2 Gola Solar, LLC
MI-003590 MI	CNSMRS	2 Goldfinch Solar, LLC
MI-004097 MI	CNSMRS	20 Gordonville Solar, LLC
MI-002348 MI	CNSMRS	2 Gorman Solar, LLC
MI-003575 MI	CNSMRS	2 Granite Solar, LLC
MI-002664 MI	CNSMRS	2 Greasy Jim Solar, LLC
MI-003233 MI	CNSMRS	2 Grimke Solar, LLC
MI-003090 MI	CNSMRS	2 Groucho Solar, LLC
MI-003220 MI	CNSMRS	2 Grover Solar, LLC
MI-003469 MI	CNSMRS	2 Gull Lake Solar, LLC
MI-003396 MI	CNSMRS	5 Hanging Gardens Solar, LLC
MI-003067 MI	CNSMRS	2 Hatchet Solar, LLC
MI-002362 MI	CNSMRS	2 Hazel Solar, LLC
MI-002422 MI	CNSMRS	2 Hendershot Solar, LLC
MI-002953 MI	CNSMRS	5 Hermosa Solar, LLC
MI-002165 MI	CNSMRS	2 Herring Solar, LLC
MI-003636 MI	CNSMRS	12 Hogan Solar, LLC
MI-002477 MI	CNSMRS	2 Honey 1 Solar, LLC
MI-002179 MI	CNSMRS	2 Horton Solar, LLC
MI-004030 MI	CNSMRS	12 Hubbard Lake Solar, LLC
MI-002711 MI	CNSMRS	2 Hyperion Solar, LLC
MI-003465 MI	CNSMRS	20 Ignatius Solar, LLC
MI-003677 MI	CNSMRS	2 Ikeya Solar, LLC
MI-003236 MI	CNSMRS	2 Imaeda Solar, LLC
MI-002981 MI	CNSMRS	2 Incandenza Solar, LLC
MI-002432 MI	CNSMRS	2 Interchange Solar, LLC
MI-003264 MI	CNSMRS	20 Iron Solar, LLC
MI-002147 MI	CNSMRS	2 Jack Francis Solar, LLC
MI-003318 MI	CNSMRS	2 Jackie Solar, LLC
MI-003651 MI	CNSMRS	5 Jacks Lake Solar, LLC
MI-003312 MI	CNSMRS	2 Jeffery Solar, LLC
MI-003085 MI	CNSMRS	2 Jellyfish Solar, LLC
MI-003299 MI	CNSMRS	2 Jimmie Solar, LLC
MI-003295 MI	CNSMRS	2 Jody Solar, LLC
MI-003843 MI	CNSMRS	10 Johnsfield Solar, LLC
MI-003886 MI	CNSMRS	20 Jolly Green Solar, LLC
MI-003676 MI	CNSMRS	20 Jordanelle Solar, LLC
MI-002762 MI	CNSMRS	2 Kaline Solar, LLC
MI-003298 MI	CNSMRS	2 Keitel Solar, LLC
MI-002668 MI	CNSMRS	2 Kellen Solar, LLC

EXHIBIT A

MI-003136 MI	CNSMRS	2 Kennan Solar, LLC
MI-002159 MI	CNSMRS	2 Khonsu Solar, LLC
MI-002692 MI	CNSMRS	2 Kinbote Solar, LLC
MI-003137 MI	CNSMRS	2 Kissinger Solar, LLC
MI-002959 MI	CNSMRS	2 Knockhill Solar, LLC
MI-002368 MI	CNSMRS	2 Knowlton Solar, LLC
MI-003162 MI	CNSMRS	2 Kochville Solar, LLC
MI-003128 MI	CNSMRS	2 Kofi Solar, LLC
MI-003068 MI	CNSMRS	20 Kubrick Solar, LLC
MI-003801 MI	CNSMRS	10 Laughing Whitefish Solar, LLC
MI-003310 MI	CNSMRS	20 Lebowski Solar, LLC
MI-003580 MI	CNSMRS	10 Lightfoot Solar, LLC
MI-003373 MI	CNSMRS	2 Lighthouse Solar, LLC
MI-003427 MI	CNSMRS	2 Lineman Solar, LLC
MI-002434 MI	CNSMRS	2 Litchfield Solar, LLC
MI-002667 MI	CNSMRS	2 Littlefield Solar, LLC
MI-003626 MI	CNSMRS	20 Long Lake Solar, LLC
MI-003146 MI	CNSMRS	20 Macbeth Solar, LLC
MI-003165 MI	CNSMRS	2 Mako Solar, LLC
MI-003370 MI	CNSMRS	20 Malbec Solar, LLC
MI-003409 MI	CNSMRS	20 Malibu Solar, LLC
MI-003320 MI	CNSMRS	2 Marty Solar, LLC
MI-003315 MI	CNSMRS	2 Maude Solar, LLC
MI-002143 MI	CNSMRS	2 May Shannon Solar, LLC
MI-003211 MI	CNSMRS	2 McKinley Solar, LLC
MI-002714 MI	CNSMRS	2 Menelaus Solar, LLC
MI-003289 MI	CNSMRS	15 Mia Solar, LLC
MI-002760 MI	CNSMRS	2 Minos Solar, LLC
MI-003195 MI	CNSMRS	2 Mir Solar, LLC
MI-003395 MI	CNSMRS	2 Miracle Max Solar, LLC
MI-002756 MI	CNSMRS	2 Misteguay Solar, LLC
MI-004013 MI	CNSMRS	20 Mitten Solar, LLC
MI-003765 MI	CNSMRS	10 Moonbeam Solar, LLC
MI-002712 MI	CNSMRS	2 Morse Solar, LLC
MI-003467 MI	CNSMRS	2 Mumbai Solar, LLC
MI-004012 MI	CNSMRS	20 Neutron Solar, LLC
MI-003441 MI	CNSMRS	10 Numatism Solar, LLC
MI-003650 MI	CNSMRS	5 Oak Grove Solar, LLC
MI-002478 MI	CNSMRS	2 Oberlin Solar, LLC
MI-003864 MI	CNSMRS	20 Odawa Solar, LLC
MI-003062 MI	CNSMRS	20 Olivier Solar, LLC
MI-002195 MI	CNSMRS	2 Onsted Solar, LLC
MI-003060 MI	CNSMRS	2 Otisville Solar, LLC
MI-003661 MI	CNSMRS	10 Ovid Solar, LLC
MI-002730 MI	CNSMRS	2 Pannonica Solar, LLC
MI-004051 MI	CNSMRS	14 Parma Solar, LLC
MI-003130 MI	CNSMRS	2 Patron Solar, LLC

EXHIBIT A

MI-003180 MI	CNSMRS	2 Pazar Solar, LLC
MI-002482 MI	CNSMRS	2 Peppers Solar, LLC
MI-002957 MI	CNSMRS	2 Petty Solar, LLC
MI-003206 MI	CNSMRS	12 Polk Solar, LLC
MI-003841 MI	CNSMRS	2 Powel Solar, LLC
MI-003750 MI	CNSMRS	2 Prairie Creek Solar, LLC
MI-003729 MI	CNSMRS	20 Prometheus Solar, LLC
MI-003145 MI	CNSMRS	20 Puck Solar, LLC
MI-003198 MI	CNSMRS	2 Rambling Man Solar, LLC
MI-002168 MI	CNSMRS	20 Reading Solar, LLC
MI-002662 MI	CNSMRS	2 Roethke Solar, LLC
MI-003814 MI	CNSMRS	10 Rosco Solar, LLC
MI-002239 MI	CNSMRS	20 Rosemary Solar, LLC
MI-002991 MI	CNSMRS	12 Rothko Solar, LLC
MI-002958 MI	CNSMRS	2 Ruth Solar, LLC
MI-002436 MI	CNSMRS	2 Salt Lake Solar, LLC
MI-002755 MI	CNSMRS	2 Saltine Solar, LLC
MI-003648 MI	CNSMRS	2 Sand Creek Solar, LLC
MI-003883 MI	CNSMRS	0.1 Santiago Solar, LLC
MI-002956 MI	CNSMRS	2 Seger Solar, LLC
MI-003574 MI	CNSMRS	2 Shanti Solar, LLC
MI-002241 MI	CNSMRS	2 Sharpe Solar, LLC
MI-003852 MI	CNSMRS	20 Shipsterns Solar, LLC
MI-003202 MI	CNSMRS	2 Sinbad Solar, LLC
MI-002350 MI	CNSMRS	2 Slee Solar, LLC
MI-003439 MI	CNSMRS	10 Snare Solar, LLC
MI-003828 MI	CNSMRS	10 Snowpiercer Solar, LLC
MI-003179 MI	CNSMRS	2 Solis Solar, LLC
MI-002153 MI	CNSMRS	2 Southside Solar, LLC
MI-002131 MI	CNSMRS	2 St. Joseph Solar, LLC
MI-003425 MI	CNSMRS	2 Sticks Solar, LLC
MI-003208 MI	CNSMRS	10 Stockholm Solar, LLC
MI-002481 MI	CNSMRS	2 Stoneheart Solar, LLC
MI-003793 MI	CNSMRS	5 Striker Solar, LLC
MI-003680 MI	CNSMRS	10 Stubbs Solar, LLC
MI-003135 MI	CNSMRS	12 Sunbelievable Solar, LLC
MI-003428 MI	CNSMRS	2 Sunny Acres Solar, LLC
MI-003675 MI	CNSMRS	5 Sunskrit Solar, LLC
MI-003649 MI	CNSMRS	10 Surbrook Solar, LLC
MI-002754 MI	CNSMRS	2 Swan Creek Solar, LLC
MI-003638 MI	CNSMRS	12 Swartz Solar, LLC
MI-004059 MI	CNSMRS	12 Swede Solar, LLC
MI-003229 MI	CNSMRS	2 Taft Solar, LLC
MI-003426 MI	CNSMRS	10 Tangiers Solar, LLC
MI-003655 MI	CNSMRS	10 Teppey Solar, LLC
MI-003761 MI	CNSMRS	10 Thayne Solar, LLC
MI-003401 MI	CNSMRS	2 Thornapple Solar, LLC

EXHIBIT A

MI-002960 MI	CNSMRS	2 Thumper Solar, LLC
MI-002955 MI	CNSMRS	2 Tieman Solar, LLC
MI-003270 MI	CNSMRS	2 Titanium Solar, LLC
MI-002136 MI	CNSMRS	2 Tittabawassee Solar, LLC
MI-003846 MI	CNSMRS	20 Topanga Solar, LLC
MI-003740 MI	CNSMRS	20 Tortuga Solar, LLC
MI-002764 MI	CNSMRS	2 Trammell Solar, LLC
MI-003234 MI	CNSMRS	2 Treasure Solar, LLC
MI-003633 MI	CNSMRS	2 Tunis Solar, LLC
MI-002994 MI	CNSMRS	20 Turtle Solar, LLC
MI-002952 MI	CNSMRS	20 Twin Lake Solar, LLC
MI-003281 MI	CNSMRS	2 Twining Solar, LLC
MI-002713 MI	CNSMRS	2 Typhon Solar, LLC
MI-003321 MI	CNSMRS	2 Uli Solar, LLC
MI-003218 MI	CNSMRS	10 Ulysses Solar, LLC
MI-003375 MI	CNSMRS	10 Union City Solar, LLC
MI-003205 MI	CNSMRS	12 Van Buren Solar, LLC
MI-002370 MI	CNSMRS	2 Victors Solar, LLC
MI-003287 MI	CNSMRS	2 Vincent Solar, LLC
MI-002173 MI	CNSMRS	20 Waldron Solar, LLC
MI-003028 MI	CNSMRS	20 West Hyperion Solar, LLC
MI-002758 MI	CNSMRS	2 Whittum Solar, LLC
MI-003795 MI	CNSMRS	20 Willford Solar, LLC
MI-002192 MI	CNSMRS	2 Wilmore Solar, LLC
MI-004065 MI	CNSMRS	20 Woodlander Solar, LLC
MI-002483 MI	CNSMRS	2 Woodley Solar, LLC
MI-003225 MI	CNSMRS	10 Woodrow Solar, LLC
MI-003134 MI	CNSMRS	2 Zadie Solar, LLC
MI-003297 MI	CNSMRS	2 Zed Solar, LLC
MI-002715 MI	CNSMRS	2 Zeno Solar, LLC
MI-003730 MI	CNSMRS	20 Zermatt Solar, LLC


Michigan Current, LLC, on its own behalf and in its authorized capacity on behalf of the entities identified below

By: 
Paul Fleury, its President

Date: 7/26/19

Developer's Entities List	Queue Number:
Tewes Solar, LLC	In Progress
Leffingwell Solar, LLC	CE1800974
Brooks Solar, LLC	CE1800976
L&G Solar, LLC	CE1801004
Duffey Solar, LLC	CE1801005
Hunt Solar, LLC	CE1801626
Putnik Solar, LLC	CE1801002
Fleck Solar I, LLC	CE1800951
Fleck Solar II, LLC	CE1800975

Blue Elk Solar, LLC
Blue Elk Solar Holdings, LLC
Blue Elk Solar I, LLC
Blue Elk Solar II, LLC
Blue Elk Solar III, LLC
Blue Elk Solar IV, LLC
Blue Elk Solar V, LLC
Blue Elk Solar VI, LLC
Blue Elk Solar VII, LLC
Blue Elk Solar VIII, LLC

By: 
Printed Name: Travis S Haggard
Title: Vice President
Date: July 29, 2019

Entity Names: Albrow Creek Solar, LLC
 Basswood Solar, LLC
 Beebe Creek Solar, LLC
 Big Mitten Solar, LLC
 Brooklyn Solar, LLC
 Corwin Solar, LLC
 Duck Lake Solar, LLC
 Equinox Solar, LLC
 Grass Lake Solar, LLC
 Hanover Solar, LLC
 Hutchins Lake Solar, LLC
 Lakeview Solar, LLC
 Mackey Brook Solar, LLC
 Manchester Solar, LLC
 New Sun Solar, LLC
 North Adams Solar, LLC
 North Branch Solar, LLC
 Parkside Solar, LLC
 Pittsford Solar, LLC
 Ransom Solar, LLC
 Red Run Solar, LLC
 Sandhill Solar, LLC
 Silver Creek Solar, LLC
 Somerset Solar, LLC
 Spicebush Solar, LLC
 Springport Solar, LLC
 Stony Lake Solar, LLC
 Swains Lake Solar, LLC
 Tamarack Solar, LLC
 Turkey Ridge Solar, LLC
 Waterman Solar, LLC
 Whitewood Creek Solar, LLC
 Wishbone Solar, LLC


By: 
Printed Name: Drew Price
Title: Manager
Date: July 26, 2019

EXHIBIT A

Entity Name: Birch Creek Development , LLC

By: 
Printed Name: Michael Cohen
Title:
Date: 07/26/2019

Entity Name: Harvest Energy Solutions LLC

By: Lucas Olinyk Luke Olinyk

Printed Name:

Title: VP Sales

Date: 7/26/19

Renewable Properties, LLC AND

Entity Name: Wildcat Renewables, LLC AND its

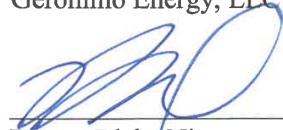
By:  affiliates & subsidiaries

Printed Name: Aaron Halim

Title: President

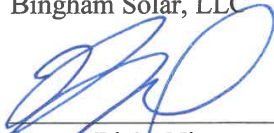
Date: 7/25/19

Geronimo Energy, LLC



By: Blake Nixon
Title: CEO
Date: July 25, 2019

Bingham Solar, LLC




By; Blake Nixon
Title: CEO
Date: July 25, 2019

Temperance Solar, LLC




By: Blake Nixon
Title: CEO
Date: July 25, 2019


Burlington Solar, LLC

By: 
By: David Reamer
Title: President
Date: August 7, 2019


Genesee Solar Energy, LLC

By: 
By: David Reamer
Title: President
Date: August 7, 2019

Geronimo White Pine Solar, LLC

By: 
By: David Reamer
Title: President
Date: August 7, 2019

Entity Name: OneEnergy Development, LLC, and its affiliates (listed below)

By:  _____

Printed Name: Travis Bryan

Title: COO

Date: 7/24/2019

Entity Affiliates:

- Bobolink Solar, LLC
- Bobwhite Solar, LLC
- Cormorant Solar, LLC
- Crossbill Solar, LLC
- Flycatcher Solar, LLC
- Kingfisher Solar, LLC
- OE Kestrel Solar, LLC
- OE Longspur Solar, LLC
- OE Meadowlark Solar, LLC
- OE Merlin Solar, LLC
- Oriole Solar, LLC
- Parula Solar, LLC
- Sandpiper Solar, LLC
- Scoter Solar, LLC
- Shearwater Solar, LLC
- Siskin Solar, LLC
- Tanager Solar, LLC
- Teal Solar, LLC
- Towhee Solar, LLC
- Turnstone Solar, LLC
- Violetear Solar, LLC
- Vireo Solar, LLC
- Waxwing Solar, LLC
- Whimbrel Solar, LLC

Entity Name: Riverside Solar, LLC

By: *Brownie Newman*

Printed Name: Brownie Newman

Title: President

Date: 7-25-19

Entity Affiliates:

Dixie Highway Solar, LLC
Burton Solar, LLC
Burr Oak Solar, LLC
White Star Solar, LLC
Knox Solar, LLC
Long Road Solar, LLC
King Solar, LLC
Pewamo Solar, LLC
Wheatland Solar, LLC
Vermontville Solar, LLC
Ionia Solar, LLC
Onion Creek Solar, LLC
Fife Solar, LLC
Fruitport Solar, LLC
Fifteen Mile Road Solar, LLC
Irish Road Solar, LLC
Argentine Solar, LLC
Davison Solar, LLC

Entity Name: Turning Point Energy, LLC

By: *Jared Schoch*

Printed Name: Jared Schoch

Title: Principal

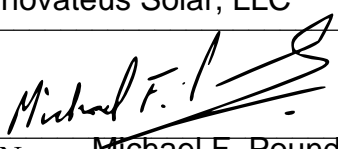
Date: 7/28/19

Entity Name: Ameresco, Inc.

By:  _____

Printed Name: Ruben R. Fontes
Title: SVP, Large Scale Distributed Energy
Date: July 26, 2019

Entity Name: Inovateus Solar, LLC

By: 

Printed Name: Michael F. Pound
Title: Chief Operations Officer
Date: July 26, 2019

Entity Name: Calvert Energy LLC


By: 

Printed Name: Brian Quinlan

Title: President/CEO

Date: 7/24/19

Entity Name: Leeks Solar Energy Center LLC

By: 

Printed Name: Brian Quinlan

Title: Manager

Date: 7/24/19

Entity Name: Ranger Power LLC

By: *Paul Harris*

Printed Name: Paul Harris

Title: President

Date: 8/1/2019

Entity Name: PINE GATE RENEWABLES, LLC

By: 

Printed Name: BEN CATT

Title: CEO

Date: 07/26/2019

Cement Solar Farm LLC
15 Mile Solar Farm, LLC
Hubel Solar Farm, LLC
Swanson Solar Farm, LLC
Gray Solar Farm LLC
Waskevich Solar Farm, LLC
Wetters Solar Farm LLC
Wackerle Solar Farm, LLC
West M-55 Solar Farm, LLC
Linden Road Solar Farm, LLC
East Grand River Solar, LLC
Lyons Road Solar Farm X, LLC
Harwood Solar Farm, LLC
West Price Solar Farm, LLC
E State Road Solar Farm LLC
East Grand River Solar Farm 2, LLC
W Stanton Road Solar Farm 1, LLC
W Stanton Road Solar Farm 2, LLC
Garfield Solar Farm, LLC
Carpenter Road Solar, LLC
Wilber Road Solar Farm, LLC
Weaver Road Solar Farm, LLC
Townline Road Solar Farm, LLC
Riley Street Solar Farm, LLC
Maple Ridge Road Solar Farm, LLC
Maple Ridge Road Solar Farm 2, LLC
Kneeland Road Solar Farm, LLC
M65 Solar Farm, LLC
Huron Road Solar Farm, LLC
Greenwood Road Solar Farm, LLC
Lyons Road Solar Farm, LLC
Ziegler Solar Farm LLC

Renergetica USA Corporation, on behalf of itself and its wholly owned subsidiaries above:

By: Windsay Latre

Printed Name: Windsay Latre

Title: President of Renergetica USA Corporation and Manager of Wholly Owned
Subsidiaries above

Date: 7/25/19



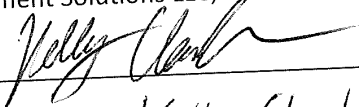
Luce Road Solar Farm, LLC

19 Mile Road Solar Farm LLC

72nd St Solar Farm, LLC

Peck Road Solar Farm LLC

Solar Development Solutions LLC, on behalf of itself and its wholly owned subsidiaries above:

By: 

Printed Name: Kelly Clark

Title: Manager of Solar Development Solutions LLC and Manager of the associated Wholly Owned Subsidiaries above.

Date: 7/24/14

Entity Name: Southern Current LLC

By: 

Printed Name: Paul Fleury

Title: Manager

Date: 7/24/19

Hanses Solar Farm, LLC
Galloway Solar Farm, LLC
Galloway Trust Solar Farm, LLC
Potterville Solar Farm, LLC
Matteson Solar Farm, LLC
Taft Road Solar Farm, LLC
40th Avenue Solar Farm, LLC
Coldwater East Solar Farm, LLC
Darby Road Solar Farm, LLC
Jefferson Road Solar Farm, LLC
Orleans Solar Farm, LLC
Brooklyn Road Solar Farm, LLC
Case Road Solar Farm, LLC
Vicary Road Solar Farm, LLC

Solar Development Group, LLC, on behalf of itself and its wholly owned subsidiaries above:

By:  _____

Printed Name: Julia Martin

Title: Manager of Wholly Owned Subsidiaries above

Date: July 26th, 2019



Entity Name: Cooperative Solar LLC

By: Lathan Grimes

Printed Name: Lathan Grimes

Title: Manager

Date: July 31, 2019

Entity Name: Inman Solar Incorporated


By: 
Printed Name: Steven ChiarIELLO
Title: CFO
Date: 8/5/19

EXHIBIT A – SETTLEMENT TERM SHEET

1. Upon execution of a settlement agreement based on the terms below, the parties will jointly work to implement the settlement in a way that broadly resolves the PURPA rights, if any, of QFs and other projects in Consumers Energy Company's ("Consumers Energy" or the "Company") interconnection queue as of June 7, 2019, the date of the MPSC's order approving the settlement agreement in Case No. U-20165 (the "Cutoff Date"), and that binds as many of those projects as possible. Implementation of the settlement may be through a contractual process, a proceeding at the MPSC, or some other option to be determined upon agreement to the terms below.
2. The parties agree that 414 MWac will be awarded to QFs at or below 20 MWac in the Company's interconnection queue as of the Cutoff Date, and that those QFs would be eligible to enter into PPAs at the energy + MISO PRA ("Energy Only") rate set forth in Case No. U-18090. The 414 MWac will be allocated to eligible projects (the "Award Queue") as provided in paragraph 5. In addition to the Award Queue, 170 additional MWac will be awarded to QFs at or below 20 MWac in the Company's interconnection queue as of the Cutoff Date, and those QFs would be eligible to enter into PPAs at the Full Avoided Cost ("FAC") rate set forth in Case No. U-18090. This 170 MWac will be allocated to eligible projects (the "FAC Queue") as provided in paragraph 4. QFs and other projects not receiving or acquiring an allocation from the 414 MWac or not in the FAC Queue would be eligible to receive contracts and/or avoided cost rates in the manner set forth in the settlement agreement approved by the Michigan Public Service Commission ("MPSC" or the "Commission") on June 7, 2019, in Case No. U-20165.
3. The parties agree that the PPA utilized for all QFs awarded a contract under this agreement would be the current (as of June 2019) Commission-approved standard offer PPA for QFs at or below 2 MWac and the current (as of June 2019) Commission-approved standard offer PPA with the following modifications for QFs greater than 2 MWac:
 - a. A line loss factor of 2.71% shall apply to any project interconnected below 46kV. A line loss factor of 1.8% shall be applied to projects interconnected at voltages greater than or equal to 46kV;
 - b. 7.1 – Capacity Payment: delete second paragraph. The methodology used to calculate Zonal Resource Credits will be based on time of delivery;
 - c. 8.3 – Administrative Charge: capped at \$1,000/month (indexed from a 2019 baseline);
 - d. 4.3 – Start Date: grace period for Outside Start Date stays as currently exists in standard offer PPA (240 days);
 - e. The QF would have the right to terminate the PPA if the QF has not received an Engineering Review as of the date of PPA execution and interconnection costs as estimated in the final subsequently delivered

Engineering Review (accounting for all interdependent costs allocated to the QF) exceed \$75,000 per project MWac, provided that the QF must give notice to the Company of PPA termination under this subparagraph 3.e. within 30 days of receiving a final Engineering Review; and

- f. Surety bond can be provided for Earnest Money Deposit.
4. Within 15 days of the Commission's approval of the settlement agreement, Consumers would enter into FAC rate PPAs with QFs in the FAC queue. The FAC Queue will include QFs and other projects in the first 150 MW of the Company's interconnection queue as of the Cutoff Date, except that (i) sPower Development Company's ("sPower") award within the FAC Queue will be reduced from 95 MWac to 75 MWac, (ii) Geronimo Energy ("Geronimo") will be awarded 40 MWac within the FAC Queue, and (iii) Cypress Creek Renewables will be entitled to replace ten 2 MW projects in the first 150 MW of the Company's interconnection queue as of the Cutoff Date with any one 20 MW project in Consumers Energy's interconnection queue as of the Cutoff Date. With these adjustments, the FAC Queue will include a total of 170 MWac of projects. If a project slated to receive an award in the FAC Queue declines to execute a PPA, Consumers will add the next project(s) in its interconnection queue to the FAC Queue such that the FAC Queue will still consist of 170 MWac; if one or more projects move up into the FAC Queue under this provision, Consumers would enter into PPAs with those projects within 15 days of the project being added to the FAC Queue. After the award of 75 MW to sPower and 40 MW to Geronimo, if the last project reached has a proposed capacity greater than the remaining MWac in the FAC Queue, the last project's developer will be allowed to downsize its project to conform to the available FAC Queue capacity without losing its position in the interconnection queue.
5. The parties agree that the allocation of the 414 MWac to the Award Queue would be as follows:
- a. After the award of the 170 MWac of FAC PPAs, 414 MWac of Energy Only rate PPA rights would be awarded to eligible projects in the Company's interconnection queue as of the "Cutoff Date".
 - b. Eligibility requirements as of application for allocation would be (a) current status in the interconnection queue (i.e., either a complete application and up-to-date payment of fees or pending the Company's determination of completeness); (b) FERC QF certification, (c) site control through ownership, lease, or option to purchase or lease for 20-year PPA term; and (d) execution by the QF's parent company of a binding commitment, on behalf of itself and the QF, to abide by the settlement agreement.
 - c. Within 30 calendar days of approval of the settlement agreement by the MPSC, each developer with eligible projects wishing to participate in the settlement agreement must send a statement to the Company confirming its commitment to abide by the settlement agreement and identifying those eligible projects they wish to include in the allocation process and provide the Company with documentation of project eligibility. The Company

will have 30 days to confirm project eligibility and shall advise each developer of its determination. If the Company identifies a defect in a developer's eligibility determination, it shall promptly inform the developer, who shall have five business days to cure such defect. At the conclusion of all such cure periods, the Company will notify all eligible developers of their allocation award (the "Allocation Date"). The Company shall also provide developers with a form, to be executed by both the transferor and transferee, to be used to document transfers of allocation awards pursuant to subparagraphs 5.g. and 5.i.

- d. The 414 MWac would be allocated to developers on a proportional basis based on their qualifying MWac in the Company's interconnection queue as of three specified date ranges – (a) January 1, 2017 through February 22, 2018 (date of Commission's order on motions for reconsideration) ("Bucket 1"), (b) February 23, 2018 through October 5, 2018 (date of Commission's order on reopened proceeding) ("Bucket 2"), and (c) October 6, 2018 through the Cutoff Date ("Bucket 3").
- e. In recognition of the priority and investment of earlier queued projects, Bucket 1 would be allocated 180 MWac, Bucket 2 would be allocated 150 MWac, and Bucket 3 would be allocated 84 MWac (each a "Bucket Allocation Amount"). Each developer in each bucket would be awarded allocation based on the application of a defined percentage factor to its total number of eligible MWac in the bucket. The percentage factor would be derived by dividing each Bucket Allocation Amount by the total number of eligible MWac in the bucket. For example, if Bucket 1 contains 825 MWac of eligible projects, each developer in Bucket 1 would receive an allocation of 21.8% (180/825) of its eligible MWac in Bucket 1. Any positive or negative percent adjustments needed to get to 414 MWac total for any reason will be applied to Bucket 3.
- f. In recognition of its award of 40 MW in the FAC Queue, Geronimo will not be eligible for any additional award in the Award Queue. However, a Geronimo project that would otherwise be eligible for participation in the Award Queue (i) may acquire allocation from other developers and, to the extent of such allocation, may participate in the Award Queue, or (ii) be acquired by another developer and, to the extent that such developer has sufficient allocation to support the project, may participate in the Award Queue.
- g. Awarded MWac can be aggregated and/or transferred within and among developers who submitted eligible projects (and across buckets) for 30 days. No later than 30 days after the Allocation Date, any developer holding and wishing to utilize its allocation shall notify the Company of the specific eligible project(s) that it wishes to have included in the Award Queue and shall document that it holds sufficient allocation for such project(s), as such project(s) may be downsized pursuant to subparagraph 4.i. below (the "Notification Date").

EXHIBIT A

- h. Within 15 days after the Notification Date, the Company shall finalize the Award Queue, consisting of those eligible projects with sufficient allocation submitted by the Notification Date, and shall provide all such projects with an executable PPA consistent with paragraph 3. Developers shall have 30 days to return an executed PPA to the Company and the Company shall countersign and return the PPA to the developer within 15 days.
 - i. If, after the execution of a PPA but prior to reaching the Start Date (as defined in the PPA), a QF is terminated for any reason, the QF may, after providing notice to the Company, transfer its allocation in the Award Queue to another eligible QF; provided, however, that no such transfer may occur more than two years after the Notification Date. For the avoidance of doubt, in the case of such QF termination, (i) the allocation may be transferred to any other eligible QF in the Company's interconnection queue as of the Cutoff Date, regardless of owner, and (ii) an allocation may be transferred multiple times within the two-year period. Any QF receiving an allocation after the initial formation of the Award Queue shall be considered part of a Supplemental Award Queue.
 - j. A developer may downsize a project size to match its queue award without losing its position in the interconnection queue, provided that the developer provides notice of such downsizing by the Notification Date.
- 6. The parties agree to the following regarding the interconnection of the FAC Queue, the Award Queue, and the Supplemental Award Queue, provided that sPower's four projects in the FAC queue may be addressed by Consumers Energy separately under the terms of an independent settlement agreement between sPower and Consumers Energy:
 - a. The Company will use commercially reasonable efforts to complete and/or revise engineering reviews and distribution system studies for all projects in the Award Queue and all projects in the separate FAC Queue within twelve months of the finalization of the Award Queue. All projects in the FAC Queue, the Award Queue, and the Supplemental Queue will be studied in sequential order in accordance with Consumers' current practice, under which a project that completes the requirements of one stage of the interconnection study process before projects previously ahead of it in the queue moves forward in priority ahead of those previously superior projects; provided, however, that (i) projects in the FAC Queue, the Award Queue, and the Supplemental Award Queue will be studied on a priority basis ahead of QF projects that are not, so long as the project developer complies with its obligations under the MPSC's current Electric Interconnection and Net Metering Standards ("Interconnection Standards"), and (ii) projects in the FAC Queue and the Award Queue will be studied ahead of projects in the Supplemental Award Queue.

- b. The Company will use commercially reasonable efforts to (i) interconnect all projects in the FAC Queue, the Award Queue, and the Supplemental Award Queue by September 1, 2023; and (ii) interconnect a minimum of 150 MWac of projects each year, to the extent at least 150 MWac of projects execute necessary interconnection agreements each year, beginning in 2020. For the avoidance of doubt, the Company's failure to interconnect a project by the Outside Start Date in the project's PPA shall constitute a Buyer-caused delay that proportionally extends the QF's Outside Start Date under the PPA. Construction of interconnection facilities and any required network upgrades for projects in the FAC Queue, the Award Queue, and the Supplemental Queue will be commenced in the relative order in which projects enter into fully executed facilities agreements and generator interconnection agreements with the Company. Beginning on December 31, 2020 and each year thereafter, the Company shall make available reasonable documentation evidencing its compliance with the 150 MWac interconnection minimum described in this subparagraph 5.b.
 - c. A waiver of the Interconnection Standards, if necessary, would be requested by the Company, and supported by the parties to the Settlement Agreement, to allow the FAC Queue, the Award Queue, and the Supplemental Award Queue to be processed as set forth in this agreement. Such waiver will also provide the Company with the ability to process interconnection applications for projects not awarded PPAs subject to this agreement on a separate track in accordance with the current MPSC Interconnection Standards (i.e., non-QF applicants; applications from Category 1, Category 2, and Category 3 generators as defined by the Interconnection Standards; applicants seeking to modify existing generators; and projects eligible for PPAs under the Company's IRP).
 - d. The Settlement Agreement would be conditioned on Commission approval of the Settlement Agreement, including all Interconnection Standards waivers necessary to implement the allocation and interconnection provisions. Except where expressly modified in this agreement, the Commission's existing Interconnection Standards and the Company's existing interconnection procedures and practices will be followed.
7. The parties agree that the question whether QFs not covered by this settlement agreement that enter into PPAs pursuant to the modified PURPA implementation regime set forth in the settlement agreement approved by the Commission in Case No. U-20165 may bid into future RFPs to replace an existing PPA with an RFP PPA has not been resolved and, if raised, will be addressed in future proceedings. However, no party will use this question to challenge the settlement agreement or the Commission's approval of that agreement in Case No. U-20165, consistent with paragraphs 8 and 9.
8. Upon execution of this settlement agreement, the parties agree to work in concert to stay, or to suspend or extend the schedule, of any pending litigation pertaining to the subject matter of the settlement agreement, including pending PURPA complaints at the MPSC and

Geronimo's appeal of the MPSC's order in Case No. U-18090, pending the Commission's approval of the settlement agreement.

9. Upon the Commission's approval of this settlement agreement, the parties agree that any QF that is a signatory to this agreement (or that commits to comply with this agreement pursuant to subparagraphs 5.b. and c.) that has filed a complaint against the Company related to PURPA and/or interconnection matters will withdraw its complaint, and no QF or any other signatory to this agreement (or QF that commits to comply with this agreement pursuant to subparagraphs 5.b. and c.) will appeal an order approving the settlement agreement in Case No. U-20165, or in any way challenge the Commission's June 7, 2019 Order in that case at FERC, in court, or in any other forum. Furthermore, Geronimo will withdraw its appeal of the Commission's orders in Case No. U-18090, and Consumers Energy will not seek rehearing of or appeal the Commission's June 7, 2019 order denying the Company's petitions to rescind the current tariff and avoided cost rates in Case No. U-18090 and Case No. U-20469.

EXHIBIT B

List of Signatories to Settlement Agreement – As of August 8, 2019

Consumers Energy Company	Burt Solar, LLC
	Byrne Solar, LLC
Michigan Public Service Commission Staff	Cadillac Solar, LLC
	Canal Solar, LLC
Solar Energy Industries Association	Capetown Solar, LLC
	Captain Solar, LLC
Cypress Creek Renewables, LLC and	Castleton Solar, LLC
its wholly-owned subsidiaries identified on Schedule CCR	Cayenne Solar, LLC
13 Mile Solar, LLC	Cloudbreak Solar, LLC
Abhurite Solar, LLC	Cobb Solar, LLC
Adamite Solar, LLC	Coldwater Solar, LLC
Adams Solar, LLC	Columbia Solar, LLC
Addle Solar, LLC	Coman Solar, LLC
Agrelite Solar, LLC	Congo Solar, LLC
Agroscape Solar, LLC	Coolidge Solar, LLC
Alacrity Solar, LLC	Copenhagen Solar, LLC
Albion North Solar, LLC	Coronado Solar, LLC
Alma Solar, LLC	Cowboy Solar, LLC
Alpinist Solar, LLC	Custer Solar, LLC
Aluminum Solar, LLC	Dantes Solar, LLC
AMT Solar, LLC	Demings Solar, LLC
Anatole Solar, LLC	Devils Lake Solar, LLC
Angola Solar, LLC	Dimanche Solar, LLC
Arb Solar, LLC	Domingo Solar, LLC
Arctite Solar, LLC	Donny Solar, LLC
Arrowhead Solar, LLC	Douglass Solar, LLC
Artisan Solar, LLC	Dram Solar, LLC
Asparagus Solar, LLC	Duffield Solar, LLC
Atom Solar, LLC	Durban Solar, LLC
Au Gres Solar, LLC	El Ray Solar, LLC
Aubil Solar, LLC	Elsie Solar, LLC
Aurelius Solar, LLC	Endymion Solar, LLC
Babbitt Solar, LLC	Esmarelda Solar, LLC
Bamboo Solar, LLC	Fabienne Solar, LLC
Banfield Solar, LLC	Famous Rays Solar, LLC
Barkskin Solar, LLC	Ferris Solar, LLC
Beaverton Solar, LLC	Fillmore Solar, LLC
Belgrade Solar, LLC	Flanker Solar, LLC
Bellburns Solar, LLC	Florence Solar, LLC
Beryllium Solar, LLC	Fortunate Sun Solar, LLC
Bibbins Solar, LLC	Frehley Solar, LLC
Big Prairie Solar, LLC	Frontier Solar, LLC
Big Stone Solar, LLC	Frontier's Edge Solar, LLC
Bluebird Solar, LLC	Fulton Solar, LLC
Bodega Solar, LLC	Geddes 1 Solar, LLC
Bohne Solar, LLC	Geddes 2 Solar, LLC
Booth Drain Solar, LLC	Gladwin Solar, LLC
Borelly Solar, LLC	Glennie Solar, LLC
Bradshaw Solar, LLC	Gobi Solar, LLC
Brandt Solar, LLC	Goethe Solar, LLC
Breckenridge Solar, LLC	Gola Solar, LLC
Brogan Solar, LLC	Goldfinch Solar, LLC
Buena Vista Solar, LLC	Gordonville Solar, LLC
Bullhead Solar, LLC	Gorman Solar, LLC
Bunny Solar, LLC	Granite Solar, LLC
Burns Park Solar, LLC	Greasy Jim Solar, LLC
Burr Solar, LLC	Grimke Solar, LLC

List of Signatories to Settlement Agreement – As of August 8, 2019

Groucho Solar, LLC
Grover Solar, LLC
Gull Lake Solar, LLC
Hanging Gardens Solar, LLC
Hatchet Solar, LLC
Hazel Solar, LLC
Hendershot Solar, LLC
Hermosa Solar, LLC
Herring Solar, LLC
Hogan Solar, LLC
Honey 1 Solar, LLC
Horton Solar, LLC
Hubbard Lake Solar, LLC
Hyperion Solar, LLC
Ignatius Solar, LLC
Ikeya Solar, LLC
Imaeda Solar, LLC
Incandenza Solar, LLC
Interchange Solar, LLC
Iron Solar, LLC
Jack Francis Solar, LLC
Jackie Solar, LLC
Jacks Lake Solar, LLC
Jeffery Solar, LLC
Jellyfish Solar, LLC
Jimmie Solar, LLC
Jody Solar, LLC
Johnsfield Solar, LLC
Jolly Garden Solar, LLC
Jordanelle Solar, LLC
Kaline Solar, LLC
Keitel Solar, LLC
Kellen Solar, LLC
Kennan Solar, LLC
Khonsu Solar, LLC
Kinbote Solar, LLC
Kissinger Solar, LLC
Knockhill Solar, LLC
Knowlton Solar, LLC
Kochville Solar, LLC
Kofi Solar, LLC
Kubrick Solar, LLC
Laughing Whitefish Solar, LLC
Lebowski Solar, LLC
Lightfoot Solar, LLC
Lighthouse Solar, LLC
Lineman Solar, LLC
Litchfield Solar, LLC
Littlefield Solar, LLC
Long Lake Solar, LLC
Macbeth Solar, LLC
Mako Solar, LLC
Malbec Solar, LLC
Malibu Solar, LLC
Marty Solar, LLC
Maude Solar, LLC
May Shannon Solar, LLC
McKinley Solar, LLC
Menelaus Solar, LLC
Mia Solar, LLC
Minos Solar, LLC
Mir Solar, LLC
Miracle Max Solar, LLC
Misteguay Solar, LLC
Mitten Solar, LLC
Moonbeam Solar, LLC
Morse Solar, LLC
Mumbai Solar, LLC
Neutron Solar, LLC
Numatism Solar, LLC
Oak Grove Solar, LLC
Oberlin Solar, LLC
Odawa Solar, LLC
Olivier Solar, LLC
Onsted Solar, LLC
Otisville Solar, LLC
Ovid Solar, LLC
Pannonica Solar, LLC
Parma Solar, LLC
Patron Solar, LLC
Pazar Solar, LLC
Peppers Solar, LLC
Petty Solar, LLC
Polk Solar, LLC
Powel Solar, LLC
Prairie Creek Solar, LLC
Prometheus Solar, LLC
Puck Solar, LLC
Rambling Man Solar, LLC
Reading Solar, LLC
Roethke Solar, LLC
Rosco Solar, LLC
Rosemary Solar, LLC
Rothko Solar, LLC
Ruth Solar, LLC
Salt Lake Solar, LLC
Saltine Solar, LLC
Sand Creek Solar, LLC
Santiago Solar, LLC
Seger Solar, LLC
Shanti Solar, LLC
Sharpe Solar, LLC
Shipsterns Solar, LLC
Sinbad Solar, LLC
Slee Solar, LLC
Snare Solar, LLC
Snowpiercer Solar, LLC
Solis Solar, LLC
Southside Solar, LLC
St. Joseph Solar, LLC
Sticks Solar, LLC
Stockholm Solar, LLC
Stoneheart Solar, LLC
Striker Solar, LLC

List of Signatories to Settlement Agreement – As of August 8, 2019

Stubbs Solar, LLC	Blue Elk Solar, LLC
Sunbelievable Solar, LLC	Blue Elk Solar Holdings, LLC
Sunny Acres Solar, LLC	Blue Elk Solar I, LLC
Sunskrit Solar, LLC	Blue Elk Solar II, LLC
Surbrook Solar, LLC	Blue Elk Solar III, LLC
Swan Creek Solar, LLC	Blue Elk Solar IV, LLC
Swartz Solar, LLC	Blue Elk Solar V, LLC
Swede Solar, LLC	Blue Elk Solar VI, LLC
Taft Solar, LLC	Blue Elk Solar VII, LLC
Tangiers Solar, LLC	Blue Elk Solar VIII, LLC
Teppe Solar, LLC	
Thayne Solar, LLC	Albrow Creek Solar, LLC
Thornapple Solar, LLC	Basswood Solar, LLC
Thumper Solar, LLC	Beebe Creek Solar, LLC
Tieman Solar, LLC	Big Mitten Solar, LLC
Titanium Solar, LLC	Brooklyn Solar, LLC
Tittabawasee Solar, LLC	Corwin Solar, LLC
Topanga Solar, LLC	Duck Lake Solar, LLC
Tortuga Solar, LLC	Equinox Solar, LLC
Trammell Solar, LLC	Grass Lake Solar, LLC
Treasure Solar, LLC	Hanover Solar, LLC
Tunis Solar, LLC	Hutchins Lake Solar, LLC
Turtle Solar, LLC	Lakeview Solar, LLC
Twin Lake Solar, LLC	Mackey Brook Solar, LLC
Twining Solar, LLC	Manchester Solar, LLC
Typhon Solar, LLC	New Sun Solar, LLC
Uli Solar, LLC	North Adams Solar, LLC
Ulysses Solar, LLC	North Branch Solar, LLC
Union City Solar, LLC	Parkside Solar, LLC
Van Buren Solar, LLC	Pittsford Solar, LLC
Victors Solar, LLC	Ransom Solar, LLC
Vincent Solar, LLC	Red Run Solar, LLC
Waldron Solar, LLC	Sandhill Solar, LLC
West Hyperion Solar, LLC	Silver Creek Solar, LLC
Whittum Solar, LLC	Somerset Solar, LLC
Willford Solar, LLC	Spicebush Solar, LLC
Wilmore Solar, LLC	Springport Solar, LLC
Woodlander Solar, LLC	Stony Lake Solar, LLC
Woodley Solar, LLC	Swains Lake Solar, LLC
Woodrow Solar, LLC	Tamarack Solar, LLC
Zadie Solar, LLC	Turkey Ridge Solar, LLC
Zed Solar, LLC	Waterman Solar, LLC
Zeno Solar, LLC	Whitewood Creek Solar, LLC
Zermatt Solar, LLC	Wishbone Solar, LLC
Michigan Current, LLC, on its own behalf and in its authorized capacity on behalf of the entities identified below:	Birch Creek Development, LLC
Tewes Solar, LLC	Harvest Energy Solutions LLC
Leffingwell Solar, LLC	
Brooks Solar, LLC	Renewable Properties, LLC
L&G Solar, LLC	Wildcat Renewables, LLC and its affiliates and subsidiaries
Duffey Solar, LLC	
Hunt Solar, LLC	
Putnik Solar, LLC	
Fleck Solar I, LLC	
Fleck Solar II, LLC	

List of Signatories to Settlement Agreement – As of August 8, 2019

Geronimo Energy, LLC	Inovateus Solar, LLC
Bingham Solar, LLC	
Temperance Solar, LLC	Calvert Energy LLC
Burlington Solar, LLC	
Genesee Solar, LLC	Leeks Solar Energy Center LLC
Geronimo White Pine Solar, LLC	
	Ranger Power LLC
OneEnergy Development, LLC and its affiliates (listed below)	Pine Gate Renewables, LLC
Bobolink Solar, LLC	
Bobwhite Solar, LLC	Renergetica USA Corporation,
Cormorant Solar, LLC	on behalf of itself and its wholly owned subsidiaries:
Crossbill Solar, LLC	Cement Solar Farm LLC
Flycatcher Solar, LLC	15 Mile Solar Farm, LLC
Kingfisher Solar, LLC	Hubel Solar Farm, LLC
OE Kestrel Solar, LLC	Swanson Solar Farm, LLC
OE Longspur Solar, LLC	Gray Solar Farm LLC
OE Meadowlark Solar, LLC	Waskevich Solar Farm, LLC
OE Merlin Solar, LLC	Wetters Solar Farm LLC
Oriole Solar, LLC	Wackerle Solar Farm, LLC
Parula Solar, LLC	West M-55 Solar Farm, LLC
Sandpiper Solar, LLC	Linden Road Solar Farm, LLC
Scoter Solar, LLC	East Grand River Solar, LLC
Shearwater Solar, LLC	Lyons Road Solar Farm X, LLC
Siskin Solar, LLC	Harwood Solar Farm, LLC
Tanager Solar, LLC	West Price Solar Farm, LLC
Teal Solar, LLC	E State Road Solar Farm LLC
Towhee Solar, LLC	East Grand River Solar Farm 2, LLC
Turnstone Solar, LLC	W Stanton Road Solar Farm 1, LLC
Violetear Solar, LLC	W Stanton Road Solar Farm 2, LLC
Vireo Solar, LLC	Garfield Solar Farm, LLC
Waxwing Solar, LLC	Carpenter Road Solar, LLC
Whimbrel Solar, LLC	Wilber Road Solar Farm, LLC
	Weaver Road Solar Farm, LLC
Riverside Solar, LLC	Townline Road Solar Farm, LLC
Dixie Highway Solar, LLC	Riley Street Solar Farm, LLC
Burton Solar, LLC	Maple Ridge Road Solar Farm, LLC
Burr Oak Solar, LLC	Maple Ridge Road Solar Farm 2, LLC
White Star Solar, LLC	Kneeland Road Solar Farm, LLC
Knox Solar, LLC	M65 Solar Farm, LLC
Long Road Solar, LLC	Huron Road Solar Farm, LLC
King Solar, LLC	Greenwood Road Solar Farm, LLC
Pewamo Solar, LLC	Lyons Road Solar Farm, LLC
Wheatland Solar, LLC	Ziegler Solar Farm LLC
Vermontville Solar, LLC	
Ionia Solar, LLC	Inman Solar Incorporated
Onion Creek Solar, LLC	
Fife Solar, LLC	Solar Development Solutions LLC,
Fruitport Solar, LLC	on behalf of itself and its wholly owned subsidiaries:
Fifteen Mile Road Solar, LLC	Luce Road Solar Farm, LLC
Irish Road Solar, LLC	19 Mile Road Solar Farm LLC
Argentine Solar, LLC	72nd St Solar Farm, LLC
Davison Solar, LLC	Peck Road Solar Farm LLC
Turning Point Energy, LLC	Southern Current LLC
Ameresco, Inc.	

List of Signatories to Settlement Agreement – As of August 8, 2019

Solar Development Group, LLC,
on behalf of itself and its wholly owned subsidiaries:

Hanes Solar Farm, LLC
Galloway Solar Farm, LLC
Galloway Trust Solar Farm, LLC
Potterville Solar Farm, LLC
Matteson Solar Farm, LLC
Taft Road Solar Farm, LLC
40th Avenue Solar Farm, LLC
Coldwater East Solar Farm, LLC
Darby Road Solar Farm, LLC
Jefferson Road Solar Farm, LLC
Orleans Solar Farm, LLC
Brooklyn Road Solar Farm, LLC
Case Road Solar Farm, LLC
Vicary Road Solar Farm, LLC

Cooperative Solar LLC