

January 19, 2018

Daniel Richards
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DTE Energy
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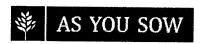
Re: Withdrawal of 2018 Methane Reporting Shareholder Proposal

Dear Mr. Richards:

As You Sow appreciates the constructive dialogue we have had regarding methane disclosures at DTE Energy and the methane proposal we filed with the company this year on behalf of four shareholders. The proposal outlines growing shareholder concern about methane emissions, including fugitive methane emissions, and the growing associated climate and regulatory risks. In order to make informed investment decisions, investors require specific, quantitative disclosures about the Company's methane emissions and the actions the company is taking to address those emissions.

Following As You Sow's submission of the 2018 methane disclosure proposal, and subsequent discussions with the company, As You Sow and DTE Energy have agreed to the following actions:

- 1. As You Sow Action. In exchange for the DTE Energy actions listed below, As You Sow agrees to withdraw its shareholder proposal filed on behalf of shareholders Arkay Foundation, Kalpana Raina, Paul R. Rudd Revocable Trust, and John B and Linda C Mason, and agrees that such proposal need not appear in the Company's definitive proxy statement for DTE's 2018 annual meeting.
- 2. **Company Actions.** DTE Energy agrees to publish on its website, by the third quarter of 2018, the following disclosures that are intended to help provide investors and stakeholders with information about how DTE Energy is managing and mitigating its methane emissions.
 - a. A detailed description of methane leak detection and monitoring technologies used, including specifically where (or on what systems) they are used.
 - b. The frequency with which pipelines are monitored and with what monitoring equipment, including a discussion of how risk impacts monitoring frequency or technologies used, and how risk levels are determined.
 - c. Leak repair timeframes and prioritization methodologies beyond regulatory compliance, including for non-hazardous (Type 3) leaks.
 - d. Leak-prone pipeline replacement plans including timeframe, prioritization methodologies, timeline or other constraints.
 - e. Practices and technologies being implemented to prevent and reduce emissions as repair and replacement work is being done, from blowdowns (venting, flaring), or associated with other routine operations.



DTE Energy

- f. The Company's methane emissions intensity rate across natural gas operations, including a discussion of how this emissions intensity is calculated (EPA emissions factors, direct measurements, etc.)
- 3. DTE Energy further agrees to develop a quantitative methane emissions intensity reduction target based on the outcome of the Company's rate case and the EPA Methane Challenge Program's progress.

This agreement will become effective on the date the last party below executes this agreement.

| This agreement will become effective on the date the las | st party below executes this agreement. |
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| Danielle R. Fugere President and General Counsel As You Sow | 1/24/18 Date |
| COMPANY: | |
| Daniel Richards Expert Attorney | 1/23/2018 Date |