

DTE Electric Company
One Energy Plaza, 1635 WCB
Detroit, MI 48226-1279

DTE Energy[®]



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January 6, 2021

Lisa Felice
Executive Secretary
Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, MI 48917

RE: In the matter of **DTE ELECTRIC COMPANY'S** application for the regulatory reviews, revisions, determinations, and/or approvals necessary for to fully comply with Public Act 295 of 2008
MPSC Case No: U-20851

Dear Ms. Felice:

Attached for electronic filing in the above referenced matter is DTE Electric Company's First Amendment to Calhoun County Solar Purchase Power Agreement ("PPA") dated January 4, 2021. Also attached is the Proof of Service.

Very truly yours,

Lauren D. Donofrio

LDD/erb
Enclosure

c: Service List

**FIRST AMENDMENT TO POWER
PURCHASE AGREEMENT**

This First Amendment (this "Amendment") dated as of January 4, 2021, is entered into between DTE ELECTRIC COMPANY, a Michigan corporation ("Buyer"), and CALHOUN COUNTY SOLAR PROJECT, LLC, a Delaware limited liability company ("Supplier" and together with Buyer, the "Parties" and each, a "Party").

RECITALS

A. The Parties hereto are parties to that certain Power Purchase Agreement, dated as of November 24, 2020 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "Power Purchase Agreement").

B. The Parties hereto hereby agree to amend the Power Purchase Agreement subject to the terms and conditions set forth herein.

C. NOW, THEREFORE, the Parties hereto agree as follows:

Section 1. Defined Terms. Each capitalized term used herein but not otherwise defined herein has the meaning given such term in the Power Purchase Agreement. Unless otherwise indicated, all Section references in this Amendment refer to sections of the Power Purchase Agreement.

Section 2. Amendment to Power Purchase Agreement. Effective as of the Amendment Effective Date (as defined below), the Power Purchase Agreement is hereby amended as follows:

2.1 Section 1.1 of the Power Purchase Agreement is hereby amended by deleting the defined term [REDACTED] in its entirety.

2.2 Section 1.1 of the Power Purchase Agreement is hereby amended by deleting [REDACTED] where it appears in the definition of [REDACTED] and replacing it with [REDACTED]

2.3 Section 1.1 of the Power Purchase Agreement is hereby amended by adding the following defined terms in the appropriate alphabetical order:

[REDACTED]

[REDACTED]

"RTU" means remote terminal unit.

2.4 [REDACTED]

2.5 [REDACTED]

2.6 Section 6.1 of the Power Purchase Agreement is hereby amended by deleting "Point of Interconnection" each place it appears and replacing it with "Delivery Point".

2.7 [REDACTED] of the Power Purchase Agreement is hereby amended by deleting “Point of Interconnection” each place it appears and by deleting “Point of Delivery” where it appears and replacing it with “Delivery Point”.

Section 3. Conditions Precedent. This Amendment shall become effective on the date executed by each Party hereto (the “Amendment Effective Date”).

Section 4. Miscellaneous.

4.1 Counterparts. This Amendment may be executed in one or more duplicate counterparts, each of which will be deemed an original and when taken together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment in secured electronic format will be effective as delivery of a manually executed counterpart of this Amendment.

4.2 Integration. This Amendment and the Power Purchase Agreement contain the entire agreement and understanding between the Parties with respect to all of the subject matter contained herein and therein, respectively, thereby merging and superseding all prior agreements and representations, whether written or oral, by the Parties with respect to such subject matter.

4.3 Choice Of Law. The terms and provisions of this Amendment shall be interpreted in accordance with the laws of the State of Michigan applicable to contracts made and to be performed within the State of Michigan and without reference to the choice of law principles of the State of Michigan or any other state. The Parties mutually and irrevocably consent to the jurisdiction of the courts of the State of Michigan and of the federal courts in the Eastern District of Michigan, and hereby irrevocably agree that all claims in respect of such action or proceeding may be heard in such Michigan state or federal court. Each Party irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to such Party at its address specified in or pursuant to the provisions of Section 26.1 of the Power Purchase Agreement. Each Party agrees that a final judgment in any such action or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Section 4.6 affects the right of a Party to serve legal process in any other manner permitted by law or affect the right of such Party to bring any action or proceeding against the other Party or its property in the courts of any other jurisdiction.

[SIGNATURES BEGIN NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives on the date first stated above.

BUYER:

DTE ELECTRIC COMPANY

By: 

Name: David B Harwood

Title: Director - Renewable Energy

SUPPLIER:

CALHOUN COUNTY SOLAR PROJECT, LLC

DocuSigned by:
Nick Lincon
By: _____
Name: Nick Lincon
Title: President of Savion, LLC (Managing Member of Calhoun County Solar Project, LLC)

DocuSigned by:
Diana Scholtes
By: _____
Name: Diana Scholtes
Title: Authorized Person

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of DTE ELECTRIC COMPANY’S)
application for the regulatory reviews, revisions,)
determinations, and/or approvals necessary for) Case No. U-20851
to fully comply with Public Act 295 of 2008)

PROOF OF SERVICE

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

ESTELLA R. BRANSON, being duly sworn, deposes and says that on the 6th day of
January, 2021, she served a copy of the DTE Electric Company’s First Amendment to Calhoun
County Solar Purchase Power Agreement (“PPA”) dated January 4, 2021, via electronic mail upon
the persons referred to in the attached service list.

ESTELLA R. BRANSON

Subscribed and sworn to before
me this 6th day of January, 2021

Karyn B. Kazyaka, Notary Public
Macomb County, Michigan
My Commission Expires: 7-21-2023
Acting in Wayne County

ADMINISTRATIVE LAW JUDGE

Honorable Martin Snider
7109 West Saginaw Hwy
Lansing, MI 48917
sniderm@michigan.gov

**ASSOCIATION OF BUSINESSES
ADVOCATING TARIFF EQUITY (ABATE)**

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**MICHIGAN ENERGY INNOVATION
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**MICHIGAN ENVIRONMENTAL
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