

DTE Electric Company
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Detroit, MI 48226-1279

DTE Energy[®]



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January 22, 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 Third Amendment to Build-Transfer Contract between DTE Electric Company and Freshwater Solar Holdings, LLC dated January 15, 2021. Also attached is the Proof of Service.

Very truly yours,

Lauren D. Donofrio

LDD/erb
Enclosure

c: Service List

THIRD AMENDMENT TO BUILD-TRANSFER CONTRACT (SOLAR)

This THIRD AMENDMENT TO BUILD-TRANSFER CONTRACT (SOLAR) (this "Amendment") is made and entered into as of the 15th day of January, 2021 by and between DTE ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Michigan ("DTE"), and FRESHWATER SOLAR HOLDINGS, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Developer"). DTE and Developer are sometimes referred to herein individually as a "Party" and jointly as the "Parties."

RECITALS

WHEREAS, DTE and Developer entered into that certain Build-Transfer Contract (Solar), dated as of May 5, 2020, as amended on July 7, 2020 and October 3, 2020 (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the Parties agree to the following:

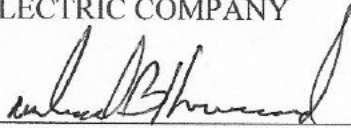
1. Defined Terms. All capitalized terms not defined herein are used herein as defined in the Agreement.
2. Amendment to Section 2.11(d) of the Agreement. Section 2.11(d)(A) of the Agreement is hereby amended by deleting the text [REDACTED] appearing therein and inserting the text [REDACTED] in lieu thereof.
3. Amendment to Section 2.11(e) of the Agreement. Section 2.11(e) of the Agreement is hereby amended by deleting the text [REDACTED] appearing therein and inserting the text [REDACTED] in lieu thereof.
4. Amendment to Section 2.15(a) of the Agreement. Section 2.15(a) of the Agreement is hereby amended by deleting the text [REDACTED] appearing therein and inserting the text [REDACTED] in lieu thereof.
5. Amendment to Section 4.1(c) of the Agreement. Section 4.1(c) of the Agreement is hereby amended by deleting the text [REDACTED] appearing therein and inserting the text [REDACTED] in lieu thereof.
6. Amendment to Section 4.1(d) of the Agreement. Section 4.1(d) of the Agreement is hereby amended by deleting the text [REDACTED] appearing therein and inserting the text [REDACTED] in lieu thereof.
7. Amendment to Section 4.1(d) of the Agreement. Section 4.1(d) of the Agreement is hereby amended by deleting the text [REDACTED] appearing therein and inserting the text [REDACTED] in lieu thereof.
8. Amendment to Section 24.2.1 of the Agreement. Section 24.2.1 of the Agreement is hereby

amended by deleting the text [REDACTED] appearing therein and inserting the text [REDACTED] in lieu thereof.

9. Amendment to Section 24.3 of the Agreement. Section 24.3 of the Agreement is hereby amended by deleting the text [REDACTED] appearing therein and inserting the text [REDACTED] in lieu thereof.
10. Governing 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.
11. Counterparts. This Amendment may be executed in any number of counterparts and by each of the Parties in separate counterparts, which counterparts may be delivered in electronic (.pdf) format, and each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Amendment. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or other electronic means will for all purposes be treated as the equivalent of delivery of a manually executed counterpart of this Amendment.
12. Effect of Amendment. The Agreement is modified only by the express provisions of this Amendment, and shall as so modified remain in full force and effect and is hereby ratified and confirmed by DTE and Developer in all respects.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date and the year first above written.

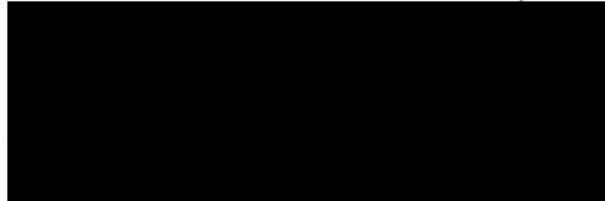
DTE ELECTRIC COMPANY

By: 

Name: David B. Harwood

Title: Director - Renewable Energy

FRESHWATER SOLAR HOLDINGS, LLC



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 states that on January 22, 2021, she served a copy of the DTE Electric Company's Third Amendment to Build-Transfer Contract between DTE Electric Company and Freshwater Solar Holdings, LLC dated January 15, 2021, via electronic mail upon the persons listed on the attached service list.

ESTELLA R. BRANSON

ADMINISTRATIVE LAW JUDGE

Honorable Martin Snider
7109 West Saginaw Hwy
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