



DTE Electric Company
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Detroit, MI 48226-1279

Mark W. Madden
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October 10, 2023

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

RE: In the matter, on the Commission's own motion, regarding the regulatory reviews, revisions, determinations, and or approvals necessary for **DTE ELECTRIC COMPANY** to fully comply with Public Act 295 of 2008.
MPSC Case No: U-20851

Dear Ms. Felice:

Over the past few months DTE Electric and the owner of the Calhoun County Solar Project ("Project") have been negotiating a Termination and Mutual Release Agreement for the Project. The Parties have come to a mutual agreement with an effective date of July 13, 2023, that terminates the Project. A redacted copy of the Termination and Mutual Release Agreement is attached. Also attached is the Proof of Service.

Very truly yours,

Mark W. Madden

Enclosure

cc: Service List

TERMINATION AND MUTUAL RELEASE AGREEMENT

This Termination and Mutual Release Agreement (this "Agreement") dated as of July 13, 2023 (the "Effective Date") is entered into among 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

WHEREAS, Buyer and Supplier previously entered into that certain Power Purchase Agreement, dated as of November 24, 2020, as amended by that First Amendment to Power Purchase Agreement, dated as of January 4, 2021, and that Second Amendment to Power Purchase Agreement, dated as of November 16, 2021 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "Power Purchase Agreement");

WHEREAS, the Parties desire to terminate the Power Purchase Agreement in accordance with the terms, and subject to the conditions, set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises and the respective agreement set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Defined Terms. Each capitalized term used in this Agreement but not otherwise defined herein has the meaning given such term in the Power Purchase Agreement.

Section 2. Termination of Power Purchase Agreement. The Parties hereby agree that, as of the Payment Date, the Power Purchase Agreement shall be terminated and be of no further force or effect, and the Parties shall have no further or continuing rights, duties or obligations under the Power Purchase Agreement, except for those rights, duties and obligations that specifically survive such a termination of the Power Purchase Agreement. [REDACTED] Supplier and its Affiliates are free to engage in negotiations and enter into contracts with third parties related to the Generating Facility, including for the purchase and sale of products generated by the Generating Facility.

Section 3. [REDACTED]

Section 4. Return of Credit Support. Within [REDACTED] after the Buyer's receipt of the Supplier Termination Payment, Buyer shall return to Seller the [REDACTED] Letter of Credit that Seller previously provided as Credit Support for the benefit of Buyer under the Power Purchase Agreement.

Section 5. Mutual Release. Subject to Buyer's receipt of the Supplier Termination Payment, each Party hereby releases and forever discharges the other Party, its officers, directors, shareholders, employees, agents, parents, subsidiaries, Affiliates, successors, assigns and representatives, from any and all obligations, claims, demands, debts, liabilities and causes of action of every kind and nature, at law or

in equity, known or unknown, suspected or unsuspected which such Party has ever had or now has or may have against the other Party or its officers, directors, shareholders, employees, agents, parents, subsidiaries, Affiliates, successors, assigns and representatives relating to, arising out of or resulting from the Power Purchase Agreement.

Section 6.



Section 7. Miscellaneous.

7.1 Notices and Other Information. All notices and other communications hereunder shall be delivered pursuant to the provisions of Section 26.1 of the Power Purchase Agreement.

7.2 Integration. This Agreement together with the Power Purchase Agreement contains the entire agreement and understanding between the Parties with respect to the termination of the Power Purchase Agreement [REDACTED] as described herein, thereby merging and superseding all prior agreements and representations, whether written or oral, by the Parties with respect to such subject matter.

7.3 Counterparts. This Agreement 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 Agreement in secured electronic format will be effective as delivery of a manually executed counterpart of this Agreement.

7.4 Headings. The headings or section titles contained in this Agreement are inserted solely for convenience and do not constitute a part of this Agreement between the Parties, nor may they be used to aid in any manner in the construction of this Agreement.

7.5 Severability. If any provision of this Agreement shall be determined to be unenforceable, void or otherwise contrary to Law, or in the event that any of the provisions, or portions or applications thereof, of this Agreement are held unenforceable or invalid by any court of competent jurisdiction, such condition shall in no manner operate to render any other provision of this Agreement unenforceable, invalid, void or contrary to Law, and this Agreement shall continue in force in accordance with the remaining terms and provisions hereof; provided, however, that the Parties shall negotiate in good faith to attempt to implement an equitable adjustment in the provisions of this Agreement with a view toward effecting the purposes of this Agreement by replacing the provision that is unenforceable, invalid, void, or contrary to Law with a valid provision the economic effect of which comes as close as possible to that of the provision that has been found to be unenforceable, invalid, void, or contrary to Law.

7.6 Waivers; Remedies Cumulative. No failure or delay on the part of a Party in exercising any of its rights under this Agreement or in insisting upon strict performance of provisions of this Agreement, no partial exercise by either Party of any of its rights under this Agreement, and no course of dealing or course of performance between the Parties constitutes a waiver of the rights of either Party under this Agreement. Any waiver will be effective only by a written instrument signed by the Party granting such waiver, and such does not operate as a waiver of, or estoppel with respect to, any subsequent failure to comply therewith. Except as otherwise provided in this Agreement, the remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

7.7



7.8 Amendments. Any amendments to this Agreement must be mutually agreed upon by the Parties, produced in writing, and executed by an authorized representative of each Party in order to be effective.

7.9 Choice Of Law. The terms and provisions of this Agreement 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 7.9 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.

7.10 Further Assurances. The Parties shall execute and deliver promptly, at the expense of the Party requesting such action, any and all other and further instruments, documents and information which a Party, may request and which are reasonably necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

DTE ELECTRIC COMPANY

By: *Brian Calka*

Name: Brian Calka

Title: Vice President, Renewable Sales and Project Development

Execution Copy

CALHOUN COUNTY SOLAR PROJECT, LLC

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

DocuSigned by:
By: *McK Lincoln*
Name: McK Lincoln
Title: President

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's own motion,)
regarding the regulatory reviews, revisions,)
determinations, and or approvals necessary for)
DTE ELECTRIC COMPANY to fully comply)
with Public Act 295 of 2008.)
_____)

Case No. U-20851

PROOF OF SERVICE

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

ESTELLA R. BRANSON states that on October 10, 2023, she served a copy of DTE Electric Company’s Notice of Termination of the Calhoun County Solar Project and the redacted Termination and Mutual Release Agreement in the above captioned matter, via electronic mail, upon the persons listed on the attached service list.

ESTELLA R. BRANSON

**ASSOCIATION OF BUSINESSES
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**CITY OF ANN ARBOR; MICHIGAN
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**MICHIGAN ENERGY
INNOVATION BUSINESS
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FOR ENERGY
INNOVATION(IEI); ADVANCED
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**MICHIGAN ENVIRONMENTAL
COUNCIL (MEC); NATURAL
RESOURCES DEFENSE COUNCIL (NRDC)**

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