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September 4, 2026

Ms. Lisa Felice
Executive Secretary
Michigan Public Service Commission
7109 West Saginaw Highway
P.O. Box 30221
Lansing, MI 48909

RE: Alpena Power Company
MPSC Case No. U-21846 – *In the matter, on the Commission's own motion, regarding the regulatory review, revisions, determinations, and/or approvals necessary for **ALPENA POWER COMPANY** to fully comply with Public Act 295 of 2008, as amended*.

Dear Ms. Felice:

Enclosed for electronic filing in the above-captioned case, please find **Alpena Power Company's *Ex Parte* Application.**

This is a paperless filing and is therefore being filed only in PDF.

Please contract me at tmgulden@bfwlawfirm.com if you have questions, and thank you for your assistance.

Sincerely,

Timothy M. Gulden

Digitally signed by Timothy M. Gulden
DN: cn=Timothy M. Gulden, o=Bauer, Florip & Wojda PLC, ou, email=tmgulden@bfwlawfirm.com, c=US
Date: 2026.09.04 11:39:42 -04'00'

Timothy M. Gulden
Attorney for Alpena Power Company

Enc.

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's own motion, regarding the regulatory review, revisions, determinations, and/or approvals necessary for **ALPENA POWER COMPANY** to fully comply with Public Act 295 of 2008, as amended.	))))))	Case No. U-21846

ALPENA POWER COMPANY'S APPLICATION FOR *EX PARTE* APPROVAL OF AGREEMENT FOR THE PURCHASE OF RENEWABLE ENERGY CREDITS

Alpena Power Company (Alpena or Company) files this Application pursuant to 2008 PA 295 (Act 295), as amended by 2016 PA 342, (Act 342) and 2023 PA 235 (Act 235), including but not limited MCL 460.1028(6), the Rules of Practice and Procedure Before the Commission (R 792.10401 *et seq*.), and the Michigan Administrative Procedures Act (MCL 24.201 *et seq*.). Alpena requests the Michigan Public Service Commission's (MPSC or Commission) *ex parte* approval of the accompanying Agreement for the Purchase and Sale of Renewable Energy Credits (Agreement), attached as Exhibit A-1. In support of its requests, Alpena states as follows:

1. Applicant is a private investor-owned Michigan public utility and electric provider (as defined by MCL 460.1005(a)), with its principal office located in the City of Alpena, Michigan, supplying electric service to its customers (approximately16,800) within its service area, which includes: the City of Alpena; the Townships of Alpena, Green, Long Rapids, Maple Ridge, Ossineke, Sanborn, Wellington and Wilson in the County of Alpena; the Township of Presque Isle in Presque Isle County; the Township of Caledonia in Alcona County; and the Village of Hillman and Township of Hillman in Montmorency County, all in the State of Michigan.

2. Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 *et seq*.; 1919 PA 419, as amended, MCL 460.51 *et seq*.; 1939 PA 3 as amended, MCL 460.1 *et seq*.; 1982 PA 304, as amended; and Act 295 as amended by Act 342, MCL 460.1001 *et seq*.

3. With this filing, Alpena is seeking the Commission's approval of the accompanying Agreement, and related relief. Essentially, Alpena's current REP anticipated that additional Renewable Energy Credits (RECs) would be purchased in 2026 to maintain compliance with its REP while a longer-term competitive procurement is completed and implemented. Therefore, Alpena entered into the accompanying Agreement to supply the required RECs. This will not

increase rates, so *ex parte* approval is appropriate, as further discussed below and supported by the accompanying testimony and exhibits.

4. Alpena's initial REP was approved by the Commission in its May 12, 2009, Order in Case No. U- 15804; was revised in 2011, 2013, 2015, 2018, and 2021 in Case Nos. U-16580, U-17300, U-17791, U-18230 and U-21140; and was most-recently reviewed, amended, and approved by the Commission in its August 7, 2025, Order Approving Settlement Agreement in Case No. U-21846.

5. Alpena's current REP calls for it to meet its REC portfolio standard requirements by purchasing RECs that comply with Act 235 through a competitive bidding process, which is ongoing. The REP also contemplated purchasing RECs to maintain 15% portfolio compliance until the competitive bidding process is completed and implemented. Alpena issued a Request for Proposal (RFP) and ultimately entered a Renewable Energy Credit Purchase and Sale Agreement (Agreement) to purchase RECs from Clear Energy Brokerage and Consulting, LLC on September 3, 2026.

6. A number of commercially sensitive terms and conditions in the Agreement have been redacted to maintain confidentiality, consistent with past practice at the Commission. It is in the best interest of Alpena and its customers for commercially-sensitive information to remain confidential and undisclosed so that suppliers submit competitive proposals and offer their best prices to Alpena, and thereby help Alpena achieve the lowest reasonable cost for its customers. The unredacted Agreement is available for inspection by the Commission and its Staff.

7. Alpena seeks approval of its REC purchase Agreement (Exhibit A-1). Alpena continues to have a regulatory liability through the relevant time period, so Alpena's surcharge to its customers continues to be $0.00, as reflected in its REP.

8. The requested relief is necessary to allow for continued compliance with Acts 295 and 235, and continued recovery of associated costs. If the Commission does not approve the Agreement by December 8, 2026, then the Agreement shall become void pursuant to the Contingencies section of the Agreement.

9. The approvals requested in this Application will not "increase [Alpena's] rates and charges or alter, change, or amend any rate or rate schedule, the effect of which will be to increase

the cost of services to its customers," so it is lawful and appropriate for the Commission to grant the approvals without notice or hearing. MCL 460.6a(1).

WHEREFORE, Alpena respectfully requests that this Commission expeditiously issue an *ex parte* order in this case that:

1. Approves the Agreement (Exhibit A-1) in its entirety;
2. Determines that the Agreement is reasonable and prudent and complies with all applicable provisions of Acts 295 and 235;
3. Determines that the Agreement and related approvals will not result in an alteration or amendment in Alpena's rates or rate schedules, and will not result in an increase in the cost of service to Alpena's customers, and therefore may be approved without notice or hearing; and
4. Grants such other relief as the Commission may deem necessary or appropriate.

Dated: September 4, 2026

Respectfully submitted,

ALPENA POWER COMPANY

Timothy M. Gulden

Digitally signed by Timothy M. Gulden
DN: cn=Timothy M. Gulden, o=Bauer, Florip & Wojda PLC, ou, email=tmgulden@bfwlawfirm.com, c=US
Date: 2026.09.04 11:42:58 -04'00'

Attorney for Alpena Power Company

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's own motion, regarding the regulatory review, revisions, determinations, and/or approvals necessary for **ALPENA POWER COMPANY** to fully comply with Public Act 295 of 2008, as amended.	))))))	Case No. U-21846

QUALIFICATIONS

AND

DIRECT TESTIMONY

OF

KENNETH A. DRAGIEWICZ

Q. Please state your name and business address.

A. Kenneth A. Dragiewicz, Alpena Power Company, 401 N. Ninth Avenue, Alpena, Michigan 49707.

Q. What is your educational background?

A. I graduated in 1998 from Michigan State University with a Bachelor of Science Degree in Electrical Engineering. In 2003, I received an MBA from Saginaw Valley State University.

Q. What is your position with Alpena Power Company ("Alpena")?

A. I am President, and Chief Executive Officer.

Q. Please state your past work experience with Alpena including your present duties and responsibilities.

A. I was employed by Alpena in March 2014 as an Electrical Engineer. I was promoted to Assistant Vice President in April 2016, promoted to Vice President in June 2017, promoted to Executive Vice President and became a Director of Alpena Power Company in April 2020, promoted to President and Chief Operating Officer on June 1, 2021, and promoted to President and Chief Executive Officer on June 16, 2026. My responsibilities include general management of Alpena Power Company. This involves providing direction in daily and long-term planning, developing policies and structure, directing and coordinating employee activities, and managing a competent and knowledgeable workforce, all with the goal of maintaining low cost and reliable service to our customers and providing a fair return to our shareholders.

Q. Have you previously testified in any proceedings before this Commission?

A. Yes, I testified on behalf of Alpena in following cases:

- U-18324 – General Rate Case
- U-21045 – General Rate Case
- U-20874 – Energy Waste Reduction Plan
- U-21320 – Energy Waste Reduction Plan
- U-21204 – Energy Waste Reduction Reconciliation
- U-21311 – Energy Waste Reduction Reconciliation
- U-21140 – Renewable Energy Plan
- U-21196 – Renewable Portfolio Standard Reconciliation
- U-21351 – Renewable Portfolio Standard Reconciliation
- U-18089 – PURPA Biennial Review
- U-18350 – Voluntary Green Pricing Program
- U-21483 – Interconnection Procedures
- U-21488 – General Rate Case
- U-21548 – Renewable Portfolio Standard Reconciliation
- U-21556 - Energy Waste Reduction Reconciliation
- U-21794 – Distributed Generation Tariff Update
- U-21846 - Renewable Energy Plan
- U-21828 - Renewable Portfolio Standard Reconciliation
- U-21912 – Reliability Standards
- U-21670 – Energy Waste Reduction Reconciliation
- U-21679 – Energy Waste Reduction Plan
- U-22025 - Renewable Portfolio Standard Reconciliation

- U-22009 – Energy Waste Reduction Reconciliation

Q. Please briefly describe Alpena's business and operations.

A. Alpena is a private investor-owned Michigan utility corporation with its office located in the City of Alpena, Michigan, supplying electric service to approximately 16,800 customers in the Northeastern Lower Peninsula of Michigan. Alpena purchases 100% of its electric power requirements through existing contracts with CMS Energy Resource Management Company ("CMS ERM") approved in Case No. U-20300 Thunder Bay Power Company approved in Case No. U-21094, Wolverine Electric Power Cooperative approved in Case No. U-20300, from Alpena Community College approved in Case No. U-22141, and when available, from a certain large industrial customer under rates established under special contract. Alpena does not own any generation assets.

Q. How many employees does Alpena have?

A. Alpena has a total of 32 full-time employees.

Q. Are Alpena's present rate schedules on file with the Commission?

A. Yes. Alpena presently serves its electric customers under rates and charges as ordered by the Commission in its July 23, 2024 Order Approving Settlement Agreement in Case No. U-21488 (Alpena's last completed general rate case); February 19, 2026 Order Approving Settlement Agreement in Case No. U-21871 (Alpena's 2026 PSCR Plan); December 18, 2025 Order Approving Settlement Agreement in Case No. U-21679 (Alpena's 2025 Energy Waste Reduction Plan); and August 7, 2025 Order Approving Settlement Agreement in Case No. U-21846 (Alpena's 2025 Renewable Energy Plan).

Q. What is the purpose of your testimony in this proceeding?

A. My testimony will explain and support:

(a) The background and need for Alpena's Renewable Energy Credit Purchase and Sale Agreement (Agreement), attached as Exhibit A-1);

(b) Why the Agreement is reasonable, prudent, and consistent with 2008 PA 295 (PA 295), as amended by 2016 PA 342 (PA 342), and 2023 PA 235 (PA 235).

Q. Please describe Alpena's approved REP.

A. Alpena's approved REP calls for it to meet its REC portfolio standard requirement by purchasing RECs that comply with PA 235 through a competitive bidding process, which is ongoing. The REP also contemplated purchasing RECS during the interim period to maintain compliance until the competitive bidding process is completed and implemented.

Q. Please describe the process to purchase RECS during the interim period.

A. Alpena issued an RFP in July 2026 to purchase RECS for the 2026 compliance year. Alpena did not participate in the RFP as it does not own any generation assets, instead the RFP was sent to know suppliers of RECs. Bids were received by August 28, 2026, and ultimately a contract was executed for the requested number of RECs.

Q. How does Alpena's REP recover the cost related to the REP?

A. Alpena reduced its surcharge to zero since July of 2015 to help reduce any over-recovery. As of December 31, 2025, Alpena had an over-recovered balance of $439,754.05 which was reviewed and approved by the Commission's August 27, 2026, Order in Case No. U-22025. Alpena continues to have a regulatory liability through the relevant time period, so Alpena's surcharge to its customers continues to be $0.00.

Q. Are there any proposed changes to Alpena's Renewable Energy Surcharge tariff?

A. No. Alpena proposes no change to its Renewable Energy Surcharge.

Q. What has Alpena done to facilitate the delivery of RECs?

A. Alpena has an account with the Michigan Renewable Energy Certification System ("MIRECS"). This account allows the transfer of RECs to Alpena. Once Alpena accepts the RECs , they are transferred into a compliance account where they are held until they are submitted to the Commission for annual report filings.

Q. Please summarize your conclusions regarding the Agreement.

A. The Agreement reflects Alpena's best course of action to obtain RECS. Alpena has worked diligently to obtain required RECs and correspondingly maintain a workable and economic REP that is designed to achieve the goals of Act 295 as amended. The Agreement presents reasonable and prudent costs, resulting in unchanged REP surcharges. Therefore, the Commission should approve the Agreement as presented.

Q. Does this complete your testimony?

A. Yes, it does.

ALPENA POWER COMPANY
CASE NO. U-21846
WITNESS: DRAGIEWICZ

EXHIBIT A-1

RENEWABLE ENERGY CREDIT PURCHASE AND SALE AGREEMENT

RENEWABLE ENERGY CREDITS (“RECs”) PURCHASE AND SALE AGREEMENT (“Agreement”)

<table>
<tr><td>Buyer:</td><td>Alpena Power Company</td><td>Address:
401 N. 9th Ave
Alpena, MI 49707</td></tr>
<tr><td>Buyer Contact:</td><td>Contact Name: Ken Dragiewicz</td><td>[redacted]</td></tr>
<tr><td>Seller:</td><td>Clear Energy Brokerage & Consulting, LLC</td><td>Address:
2900 Charlevoix DR SE, Suite 120
Grand Rapids, MI 49546</td></tr>
<tr><td>Seller Contact:</td><td>Contact Name: Ryan Cook</td><td>[redacted]</td></tr>
<tr><td>Effective Date:</td><td colspan="2">September 1, 2026</td></tr>
<tr><td>Product:</td><td colspan="2">MISO based Renewable Energy Credits (RECs) and / or MI RPS Incentive RECs (IRECs)</td></tr>
<tr><td>Standard:</td><td colspan="2">Michigan RPS eligible RECs per PA 235 of 2023 and PA 295 of 2008.</td></tr>
<tr><td>Vintage & Quantity:</td><td colspan="2">33,000 V24 RECs</td></tr>
<tr><td>Price & Total:</td><td colspan="2">[redacted]</td></tr>
<tr><td>Contingencies:</td><td colspan="2">This contract is contingent upon MPSC approval, to be obtained or denied on or before 12/8/26</td></tr>
<tr><td>Delivery of RECs:</td><td colspan="2">RECs shall be delivered to Buyer’s MIRECs account on or before December 31, 2026.
Buyer MIRECs account name: Alpena Power Company</td></tr>
<tr><td>Other:</td><td colspan="2">N/A</td></tr>
<tr><td>Payment:</td><td colspan="2">Seller shall invoice Buyer for payment upon delivery. Payment by Buyer to Seller shall be due five (5) business days after Buyer’s receipt of invoice. All funds to be paid to Seller shall be rendered in the form of immediately available funds (U.S. Dollars) by wire transfer or in such other form as agreed to by the parties. If Buyer fails to remit any amount payable by it when due, interest on such unpaid portion shall accrue at a rate equal to the prime interest rate in effect at the time as published by in The Wall Street Journal plus two percent (2%) from the date payment is due to the date of payment.

Seller’s Banking Instructions will be provided on the invoice.</td></tr>
<tr><td>General Terms and Conditions:</td><td colspan="2"><u>Representations and Warranties of Seller</u>. Seller represents and warrants to Buyer that (i) Seller has good and marketable title to the Products; and (ii) all right, title and interest in and to the Products are free and clear of any liens, taxes, claims, security interests, or other encumbrances; and (iii) the Products have not been sold or claimed elsewhere. SELLER EXPRESSLY NEGATES ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.</td></tr>
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	Event of Default. For purposes of this Agreement, a party shall be in default (each of the following, an "Event of Default"): (i) if that party fails to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within ten (10) business days of written notice from the other party; (ii) if that party materially breaches any or all of its obligations under this Agreement and such breach is not cured within twenty (20) business days of written notice of such breach from the other party; (iii) if any representation or warranty made by a party pursuant to this Agreement proves to have been misleading or false in any material respect when made and such party does not cure the underlying facts so as to make such representation and warranty correct and not misleading within twenty (20) business days of written notice from the other party; or (iv) if a Party makes an assignment or any general arrangement for the benefit of its creditors; files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors; has a petition filed against it, and such petition is not dismissed within thirty (30) days; or otherwise becomes bankrupt or insolvent (however evidenced). Remedies upon Default. If either Party is in default, the non-defaulting party may select any or all of the following remedies: (i) upon five (5) business days' written notice to the defaulting party, terminate this Agreement, and (ii) exercise such other remedies available at law or in equity. If Buyer is in default and Seller elects to terminate this Agreement, then Buyer shall pay Seller, within ten (10) business days of invoice receipt, an amount equal to the sum of (i) the contract price multiplied by the contract quantity for any RECs delivered to Buyer for which Seller has not been paid, and (ii) the positive difference, if any, obtained by subtracting the market price, as reasonably determined by Seller, for the RECs from the contract price multiplied by the amount of RECs not received. If Seller is in default and Buyer elects to terminate this Agreement, then Seller shall either (i) provide similar replacement RECs or (ii) pay Buyer, within ten (10) business days of invoice receipt, an amount equal to the positive difference, if any, obtained by subtracting the contract price from the market price, as reasonably determined by Buyer, for the RECs multiplied by the amount of RECs not delivered. In no event does the foregoing relieve Buyer of its obligation to pay Seller the contract price multiplied by the contract quantity for any RECs delivered to Buyer for which Seller has not been paid. Limitations of Liability. EXCEPT FOR BREACH OF CONFIDENTIALITY (AS DEFINED BEOW), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSS OF PROFITS. Notwithstanding anything to the contrary, nothing in this Agreement shall operate to exclude or in any way limit a party's liability in case of gross negligence, fraud, or willful misconduct or for death or personal injury caused by its negligence or any other liability that may not be excluded or limited pursuant to applicable law. Confidentiality. The parties undertake, during the term of this Agreement and for a period of five (5) years thereafter to keep Confidential Information (as defined below) secret and not use it for any purpose other than for this Agreement unless otherwise agreed between the parties in advance in writing. For the purposes of this Agreement the term "Confidential Information" means either party's or its affiliates' confidential and/or proprietary information, including but not limited to technological and technical knowledge, expertise, experience, know-how, inventions, samples, data, instructions, product data, techniques, processes, drawings, specifications, economic information, and any other information which is marked or notified as being confidential or would, in the exercise of reasonable judgment under the circumstances, be considered as Confidential Information. These confidentiality obligations shall not apply to information which the receiving party by written records can demonstrate (i) was in its possession prior to first receipt from the disclosing party and/or (ii) which as of the Effective Date or thereafter becomes a matter of public knowledge without breach of this Agreement and/or (iii) which is obtained from a third party under circumstances permitting disclosure to others and/or (iv) which is independently developed by the receiving party. Nothing in this section shall restrain either party from disclosure of Confidential Information to the extent that such disclosure is required by law or applicable securities markets rules and regulations. Indemnification. Buyer agrees to indemnify, defend, and hold harmless Seller, and any of Seller's affiliates, directors, officers, employees, agents and permitted assigns, from and against all claims, losses, incidents, liabilities, damages, judgments, awards, fines, penalties, costs, and expenses (including reasonable attorneys' fees and disbursements) directly incurred in connection with or directly arising out of: (i) any breach of representation or warranty or failure to perform any obligation, covenant, or agreement in this Agreement; or (ii) any violation of applicable law, regulation or order by Buyer; or (iii) Buyer's use or resale of the Products. Force Majeure. If a party shall be unable or fail at any time to fulfil its obligations under this Agreement as a result of fire, explosion, accident, strike, lockout, flood, drought, embargo, war (whether declared or not), riot, act of God or the public enemy, act of terrorism, action of any governmental authority, or any other contingency, delay, or failure or other cause beyond the control of the party affected, that party shall not be liable to the other party for

	failure to fulfill such obligations during the period of such disability. The party wishing to claim relief by reason of any of the above Force Majeure events shall promptly give the other party a notice in writing of the cause and estimated duration of the delay. Either party may, by written notice to the other party, terminate this Agreement if a Force Majeure event extends for (i) more than three (3) consecutive months or (ii) more than four (4) months in any twelve (12) month period. <u>Regulatory Changes</u>. If, during the term of this Agreement, any change in applicable laws, regulations, or governmental policies (a “Regulatory Change”) materially affects the ability of either party to perform its obligations under this Agreement, the affected party shall promptly notify the other party in writing. Upon such notification, the parties shall engage in good faith negotiations to amend this Agreement as necessary to comply with the Regulatory Change and to preserve, to the extent possible, the original economic and operational intent of the Agreement. If the Regulatory Change results in increased costs, reduced REC eligibility, or other material impacts, the parties shall mutually agree on appropriate adjustments to the purchase price, delivery obligations, or other affected terms. Any agreed changes shall be documented in a written amendment signed by both parties. If the parties are unable to reach agreement on necessary amendments within twenty (20) business days of initiating negotiations, either party may terminate this Agreement without liability, except for obligations accrued prior to termination. <u>Notices</u>. All notices, demands, and other communications hereunder shall be effective only if given in writing and shall be deemed given (i) when delivered in person; (ii) when delivered by private courier (with confirmation of delivery);; or (iii) upon receipt after being deposited in the United States mail, first-class, registered or certified, return receipt requested, with postage paid. For purposes hereof, all notices, demands and other communications shall be sent to the contacts and addresses above (or to such other address furnished in writing by one party to the other party). <u>Assignment</u>. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may transfer or assign this Agreement, in whole or in part, without the other party’s prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. <u>Amendment</u>. This Agreement may be amended at any time, but only by a written agreement signed by both parties. <u>No Waiver</u>. No delay or omission by a party in the exercise of any right under this Agreement shall be taken, construed, or considered as a waiver or relinquishment thereof. If any of the terms and conditions herein are breached and thereafter waived in writing by a party, such waiver is limited to the particular breach so waived and is not deemed to waive any other breach hereunder. <u>Severability.</u> If any provision or portion of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein. <u>Complete Agreement</u>. This Agreement represents the parties’ final and mutual understanding concerning its subject matter. It replaces and supersedes any prior agreements or understandings, whether written or oral. <u>Governing Law</u>**.** This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan, excluding any choice of law or conflicts of law rules or principles that would result in application of the laws of a different jurisdiction. <u>Dispute Resolution</u>. Any dispute or claim between the parties arising from this Agreement not resolved by negotiation in good faith within thirty (30) days will be settled by arbitration pursuant to the then applicable Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be held in Grand Rapids, Michigan. Either party may initiate such arbitration upon seven (7) days advance written notice to the other party. The parties shall divide equally the costs of the arbitrator and arbitration hearing, and each party shall be responsible for its own expenses and those of its legal counsel or other representatives. The parties agree that any determination of the arbitrator shall be final and binding and that judgment on the award in arbitration may be entered in any court of competent jurisdiction. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument. PDF transmission of any manually or electronically signed original document, and retransmission of any PDF transmission, will be the same as delivery of any original document. <u>Forward Contract</u>. This Agreement constitutes a “forward contract” and each party agrees that it is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.

By signing below, the parties agree to be bound by the terms and conditions contained in this Agreement.

Buyer: Alpena Power Company		**Seller: Clear Energy Brokerage & Consulting, LLC**	
Signature:	*Title:* President	*Signature:*	*Title:* Managing Partner
Printed Name: Ken Dragiewicz	*Date:* 09/03/2026	*Printed Name:* Ryan T. Cook	*Date:* 09/03/2026