Marco Bruzzano
Senior Vice President
Regulatory Affairs

October 30, 2026

Chair Daniel C. Scripps
Commissioner Katherine L. Peretick
Commissioner Shaquila Myers

Michigan Public Service Commission
7109 W. Saginaw Highway
Lansing, MI 48917

RE: Case No. U-22058: In the Matter of the Application of DTE Electric Company for Approval of Special Contracts and Related Relief

Dear Chair Scripps and Commissioners Peretick and Myers:

Pursuant to ordering paragraph B in the Commission's October 1, 2026, Order in the above-referenced proceeding (the "Order"), DTE Electric accepts the conditions set forth in the Order, including that, consistent with the Company's Application and the findings in the Commission's Order, the aggregate benefits under the special contracts will cover the costs to serve them.

In accordance with the Order and Mich Admin Code, R 460.2031, enclosed is an amendment to the Clean Capacity Accelerator Agreement (CCAA) that establishes a process for the retirement of renewable energy credits generated from the renewable energy resources to be built pursuant to the CCAA.

DTE Electric expressly reserves all rights, remedies, and defences, including the right to contest, appeal, or otherwise challenge any and all future determinations, findings, or decisions of the Commission in any appropriate forum, or to alter or withdraw its acceptance if the conditions of the Order change following the Commission's disposition of petitions for rehearing on the Order, if any.

Respectfully submitted,

DTE ELECTRIC COMPANY

Marco A. Bruzzano

Digitally signed by Marco A. Bruzzano
Date: 2026.10.30 16:03:08 -04'00'

Marco A. Bruzzano
Senior Vice President, Regulatory Affairs

Cc: Lisa Felice, Executive Secretary

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FIRST AMENDMENT TO CLEAN CAPACITY ACCELERATOR AGREEMENT

This **FIRST AMENDMENT TO CLEAN CAPACITY ACCELERATOR AGREEMENT** (this "First Amendment") is hereby made effective as of the date of the last signature below (the "First Amendment Effective Date") by and between DTE Electric Company, a corporation organized under the Laws of the State of Michigan ("Company"), and Google LLC, a Delaware limited liability company ("Customer"). Company and Customer are sometimes referred to herein collectively as, the "Parties", and each individually as, a "Party".

WHEREAS, the Parties previously entered into that certain Clean Capacity Accelerator Agreement, dated as of March 12, 2026 (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement as set forth herein in accordance with Section 17.5 of the Agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.

2. Amendments.

(A) Paragraph (E) of the Recitals of the Agreement shall be amended and restated as follows:

"(E) Company desires to develop, procure, construct, own, lease, utilize and/or acquire Clean Capacity Projects and Renewable Energy Projects in MISO as necessary to: (i) provide Electric Service and (ii) retire the Renewable Portfolio RECs on Customer's behalf."

(B) Section 4.3 of the Agreement shall be amended and restated in its entirety as follows:

"4.3. Retirement of Renewable Energy Credits.

4.3.1. For each Renewable Energy Project in the Renewable Portfolio, Company shall retire, on behalf of Customer, RECs in an amount equal to the applicable REC Quantity for the calendar year in which such REC Quantity was generated, and in any event in the same year for which such RECs are removed from Company's renewable portfolio standard compliance calculation. The Company shall provide Customer with an estimate of RECs generated from the Renewable Energy Projects in the Renewable Portfolio within thirty (30) days after the end of each calendar month. The Company shall retire such RECs no later than one hundred twenty (120) calendar days after the end of the calendar month in which the RECs were generated. Company shall be responsible for retiring the REC Quantity via a Qualified REC Tracking System and shall designate Customer as the beneficiary of each such retirement. Company shall maintain a tracking account for retiring and tracking RECs in the Qualified

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REC Tracking System. All Qualified REC Tracking System and other third-party charges (including all costs associated with Company establishing and maintaining Company's required registrations and accounts, and retiring and tracking RECs) are the responsibility of Company throughout the Term.

4.3.2. Within thirty (30) calendar days following each retirement under Section 4.3.1, Company shall provide Customer with documentation from the Qualified REC Tracking System evidencing the retirement of the applicable REC Quantity on behalf of Customer. Company shall not sell or transfer to any third party any RECs retired on behalf of Customer under this Agreement.

4.3.3. Title to, and risk of loss with respect to, the REC Quantity shall remain with Company until retirement of such REC Quantity on behalf of Customer in the Qualified REC Tracking System, at which time all obligations of Company with respect to such retired RECs (other than under Section 4.3.2) shall be satisfied."

(C) Exhibit A of the Agreement shall be amended by deleting the definition of "Renewable Portfolio RECs" in its entirety and replacing it with the following:

""**Renewable Portfolio RECs**" has the meaning set forth in paragraph D of the Recitals to this Agreement."

3. First Amendment Effective Date. This First Amendment shall be deemed to have been made to the Agreement as of the First Amendment Effective Date. Wherever the terms of this First Amendment and the terms of the Agreement are in conflict, the terms of this First Amendment shall govern and control.

4. General Terms.

(A) The Agreement. Except to the extent expressly modified by this First Amendment, all other terms and conditions of the Agreement will remain unmodified and continue in full force and effect. Any reference to the Agreement from and after the First Amendment Effective Date will be deemed to refer to the Agreement as amended hereby, unless otherwise expressly stated.

(B) Governing Law. This First Amendment shall be governed exclusively by the Laws of the State of Michigan, without reference to its choice of Law rules, except as to any matters subject to federal Law and the exclusive jurisdiction of FERC.

(C) Counterparts. This First Amendment may be executed by Pdf signatures or electronically, or in multiple counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

[*Signature page follows*]

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IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed and delivered as of the First Amendment Effective Date.

CUSTOMER
GOOGLE LLC

[redacted]

Date: 10/30/2026

COMPANY
DTE ELECTRIC COMPANY

[redacted]

Date: 10/30/2026

Legal Dept
Google

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the Application of	)	
DTE ELECTRIC COMPANY	)	Case No. U-22058
for Approval of Special Contracts	)	
and for other relief	)	

PROOF OF SERVICE

ESTELLA R. BRANSON states that on October 30, 2026, she served a copy of the DTE Electric Company's First Amendment to Clean Capacity Accelerator Agreement, via electronic mail upon the persons listed on the attached service list.

Estella R. Branson

Digitally signed by Estella R. Branson
Date: 2026.10.30 16:04:43 -04'00'

ESTELLA R. BRANSON

MPSC Case No. U-22058
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MPSC Case No. U-22058
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