

## ESCROW AGREEMENT

### Bushnell Township and DTE Energy Company

This Escrow Agreement ("Agreement") is entered into on Jan. 13, 2026 by and between Bushnell Township, a Michigan municipal corporation whose address is 2983 East Boyer Road Fenwick, Michigan 48834 (the "Township") and DTE Electric Company, a Michigan corporation, with offices at One Energy Plaza, Detroit, Michigan 48226 ("DTE") (with the Township and DTE collectively referred to herein as "the Parties" or a "Party").

#### RECITALS

#### WHEREAS,

- A. DTE desires to submit a permit application for the construction and operation of an off-site battery storage facility in the Township (the "Application").
- B. Pursuant to Ordinance No. 2025-1118, entitled "AN ORDINANCE REGULATING THE CONSTRUCTION, OPERATION AND DECOMMISSIONING OF OFF-SITE BATTERY STORAGE FACILITIES" a permit application must be accompanied by full payment of any application fees or application escrow as required by resolution of the Township Board.
- C. The Township passed Resolution No. 2025-1118-R, entitled "A RESOLUTION ESTABLISHING THE APPLICATION FEE AND ESCROW FOR OFF-SITE BATTERY STORAGE FACILITIES," which established the initial escrow deposit in the amount of \$10,000 to be used for the reimbursement of expenses and costs incurred by the Township in processing a permit application (hereinafter, the "Expenses and Costs").
- D. Resolution No. 2025-1118-R also established the responsibilities of an applicant regarding the escrow balance and established the specific conditions under which the escrow balance is to be held.
- E. DTE wishes to submit its Application with the accompanying initial escrow amount and application fee, and the Township wishes to accept the same, so that the Township may begin processing DTE's Application in accordance with Ordinance No. 2025-1118 and Resolution No. 2025-1118-R.

#### TERMS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Recitals. The Parties affirm and acknowledge the accuracy of the recitals set forth above and incorporate the provisions of the same herein as if fully restated.

2. Escrow. At the time the Application is submitted to the Township, DTE will deposit not less than \$10,000 with the Township to be held in escrow (the "Escrow"), in accordance with Resolution No. 2025-1118-R, and the following conditions:
  - a. The Township will account for the Escrow in a separate general ledger account to be maintained in a manner consistent with governmental accounting standards. The Township may deposit Escrow funds into any account with an authorized depository financial institution in accordance with Township policy. The Township need not segregate the Escrow funds nor deposit the Escrow funds into an interest-bearing account. DTE will not be entitled to any interest earned on the Escrow funds.
  - b. The Township may draw upon the Escrow to reimburse itself for Expenses and Costs as such expenses and costs are incurred.
  - c. If the Escrow amount falls below \$1,000, the Township may notify DTE that additional funds are required and shall discontinue processing the Application. Within 15 calendar days of such notification, DTE shall deposit not less than \$1,000 in additional funds into the Escrow. The Township shall not resume processing the Application until the Escrow balance is up to an amount of not less than \$1,000.
  - d. Township shall deliver to DTE an accounting summary of the Escrow showing the dates of all deposits and withdrawals within 10 calendar days after Township Board approval of any withdrawals.
  - e. If DTE objects to the manner in which the escrow funds have been applied, DTE may appeal to the Township Board. All appeals must be in writing and made no later than 30 calendar days following the allocation of the Escrow funds. The decision of the Township Board will be final.
  - f. Following all eligible reimbursements being made to the Township, DTE will be entitled to and will be remitted any remaining Escrow funds within 60 days after the Township Board's final determination on the Application.
3. Termination. This Agreement shall remain in effect until the earliest of the following: (1) the Township Board's final determination on the Application, or (2) following 20 days' written notice by the terminating party to the non-terminating party. Termination under (2) may be for cause or convenience. However, nothing herein shall relieve DTE of its obligation to reimburse the Township for all Expenses and Costs incurred prior to the effective date of termination or notice of termination, whichever is earlier. Within 60 days of the termination of this Agreement, the Township shall remit any remaining Escrow funds to DTE, provided, however, that the Township may first reimburse itself for all Expenses and Costs eligible for reimbursement. If this Agreement is terminated prior to the conclusion of processing the Application, the Township shall not continue processing the Application.

4. No Agency Relationship. Nothing in this Agreement will be interpreted to create any form of employee, employer, agency, or contractor relationship between the Township and DTE.
5. Amendment. This Agreement may only be amended in a writing signed by authorized representatives of all Parties.
6. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
7. Non-Assignable. None of the Parties may assign its duties, responsibilities, obligations, or rights under this Agreement without the prior signed, written consent of the other Party.
8. Governing Law. This Agreement is being executed and is intended to be performed in the State of Michigan, and it will be construed and enforced in accordance with, and the rights of the parties will be governed by, the laws thereof. Venue is in Montcalm County, Michigan.
9. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver or lessening of governmental immunity or any other defenses to liability of the Township or any elected or appointed officers or employees of the Township under the Governmental Liability for Negligence Act, being Public Act 170 of 1964, as amended, MCL 691.1401, et seq; or any other defenses or statutes, which may be available to each governmental unit, its elected and appointed officers and officials, and its agents and employees.
10. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. This Agreement was mutually drafted, and the language of this Agreement will be construed as a whole according to its fair meaning and not construed more strictly for or against any Party.
11. Severability. If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of the Agreement will remain in full force and effect.
12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, pdf, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each party further agrees that the electronic signature, whether digital or encrypted, including a digital signature delivered via DocuSign or Adobe Sign, of a party shall be deemed an original signature having the same legal effect as its manual signature.

13. Authorization. The parties affirm that their representatives executing this Agreement are authorized to do so and that all resolutions or similar actions necessary to approve this Agreement have been adopted and approved.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year above first written:

**DTE Electric Company, a Michigan corporation:**




/s/

By: Matthew J. Wagner

Its: Renewable Energy Development Manager

**Bushnell Township, a Michigan general law township:**

/s/ 

By: Mike Fitzgerald

Its: Township Supervisor

/s/ 

Attested By: Louise Belyou

Its: Township Clerk