

FIRST AMENDED HEADLAND SOLAR PROJECT COST SHARING AGREEMENT

This Amended Headland Solar Project Cost Sharing Agreement (the “Agreement”) is entered into by and between Cohoctah Township (“Cohoctah”), a Michigan general law township with offices at 10518 Antcliff Road, Fowlerville, MI 48836, and Conway Township (“Conway”), a Michigan general law township with offices at 8015 N. Fowlerville Road, Fowlerville, MI 48836 (collectively, the “Townships” or the “Parties”).

WHEREAS, the Townships are adjacent Townships in Livingston County; and,

WHEREAS, the Townships previously entered into a Cost Sharing Agreement regarding the review of applications submitted to the Townships for special land use permits by Headland Solar, LLC (“Headland Solar”) to construct a utility-scale solar energy facility (the “Headland Solar Project”) in the Townships; and

WHEREAS, Headland Solar has now submitted an application to the Michigan Public Service Commission for a siting certificate for the same project; and,

WHEREAS, the Townships desire to share the costs of intervening in the contested case(s) before the Michigan Public Service Commission and participating in any related proceedings involving the Headland Solar Project.

NOW, THEREFORE, the Townships agree as follows:

- 1. Scope of Services Covered.** This Agreement covers the joint costs of intervening in the contested cases before the Michigan Public Service Commission involving the Headland Solar Project and participating in any related proceedings pertaining to the Headland Solar Project (collectively, the “Proceedings”). The costs that will be shared jointly include all costs for services stemming from the intervention and participation in the Proceedings (the “Services”).
- 2. Cost Sharing.** The cost of the Services will be shared jointly and equally between the Townships so that each Township will be responsible for 50% of the cost of the Services.
- 3. Payments.**
 - A. Whenever practicable, invoices and bills for the Services should be sent to each Township in an amount equal to 50% of the total cost of the Services (“Split Invoices”).
 - B. When Split Invoices are not practicable, whichever Township contracting for or purchasing the Services will pay for the Services in whole (the “Paying Township”). The Paying Township is responsible for sending an invoice to the Non-Paying Township for 50% of the total cost of the Services for which the Paying Township paid or will pay. The Non-Paying Township must reimburse the Paying Township within 30 days of receipt of the invoice.

4. Confidentiality.

- A. Any non-public or confidential information obtained by a Township through this Agreement may not be disclosed by the receiving Township without prior consent of the other Township except as required by law.
- B. When disclosure of obtained information is required by law, the receiving Township shall notify the other Township as soon as is reasonably practicable of the required disclosure.
- C. The Townships acknowledge that each are represented by the law firm of Foster, Swift, Collins & Smith, P.C. (the “Firm”). The Townships agree that communications between either Township and the Firm or between the Firm and the Townships jointly related to Ranger Power and/or the Headland Solar Project may be shared with the other Township pursuant to the common interest doctrine. Such sharing of communications does not waive the attorney-client privilege protection of such communications with regard to any other person or entity. The Townships agree that documents produced by the Firm related to the Headland Solar Project for the benefit of either Township may be shared with both Townships and that such sharing of documents or other work products does not waive the attorney-client privilege or the attorney work product privilege doctrine of such communications and/or documents.

5. Term. This First Amended Agreement takes effect on December 1, 2025, and continues indefinitely or until terminated as provided within this Agreement.

6. Termination.

- A. This Agreement may be terminated immediately upon written notice to the non-terminating Township and the Firm. Such notices shall be sent to the following addresses:

Cohoctah Township
Attn: Supervisor
10518 Antcliff Road
Fowlerville, MI 48836

Conway Township
Attn: Supervisor
P.O. Box 1157
Fowlerville, MI 48836

Foster Swift
Attn: Michael Homier
1700 E. Beltline Ave. NE
Suite 200
Grand Rapids, MI 49525

- B. Any Services which have been contracted or paid for prior to the date of the notice of termination are subject to the cost sharing provisions of this Agreement.
- C. The confidentiality requirements of this Agreement will remain in effect and survive any termination of this Agreement.

7. Miscellaneous Provisions.

- a. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue to be valid and enforceable. The invalid, illegal, or

unenforceable provision shall be deemed modified to the extent necessary to render it valid and enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements set forth in this Agreement.

- b. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to its subject matter. This Agreement supersedes and replaces any prior written or oral agreements between the Parties on this subject matter.
- c. Amendment. This Agreement may be amended only by a writing signed by both Parties.
- d. Counterparts. This Agreement may be executed by any number of counterparts all of which together shall be one original document.

[Signatures on the Following Page.]

The Parties, by their authorized representatives, have executed this Agreement as indicated below:

COHOCTAH TOWNSHIP

By: Mark Fosdick
Its: Supervisor
Dated:

By: Barb Fear
Its: Clerk
Dated:

CONWAY TOWNSHIP

By: Mike Brown
Its: Supervisor
Dated:

By: Tara Foote
Its: Clerk
Dated: