

## **HEADLAND SOLAR PROJECT COST SHARING AGREEMENT**

This 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, Ranger Power advised both Townships that it intends to file an application for a utility-scale solar electric generation and battery storage facility (the “Headland Solar Project”); and,

WHEREAS, the Headland Solar Project is planned for both Townships; and,

WHEREAS, the Townships desire to share the costs of reviewing the Headland Solar Project.

NOW, THEREFORE, the Townships agree as follows:

- 1. Scope of Services Covered.** This Agreement covers the joint costs of reviewing the Headland Solar Project. The costs that will be shared jointly include all costs stemming from legal counsel, experts, consultants, studies, and reports related to the Townships’ reviews of the Headland Solar Project (the “Services”). Costs incurred for meetings and attendance by consultants will not be shared but deducted by each Township from the escrow held by that Township.
- 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, which will be paid out of the escrow account funded by Ranger Power and/or Headland Solar.
- 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 and may pay such amounts from the escrow account funded by Ranger Power and/or Headland Solar.

#### **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 Agreement takes effect on May 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.

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

**COHOCTAH TOWNSHIP**

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By: Mark Fosdick  
Its: Supervisor  
Dated:

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By: Barb Fear  
Its: Clerk  
Dated:

**CONWAY TOWNSHIP**

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By: Mike Brown  
Its: Supervisor  
Dated:

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By: Tara Foote  
Its: Clerk  
Dated: