

Appendix V:
HOST COMMUNITY AGREEMENT
(Exhibit A-8.3)

HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT (this "Agreement") is dated as of _____, 202__, and entered into by and between MI Energy Developments, LLC, a Delaware limited liability company ("Wind Operator"), whose address is 575 5th Avenue Suite 2501 New York, New York 10017 and Fremont Township, a Michigan general law township ("Township"), whose address is 2512 East Galbraith Line Yale, Michigan 48097. Wind Operator and Township are hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. Wind Operator intends to construct and operate a wind energy project, commonly known as the Riverbend Wind Energy Facility, consisting of up to 50 wind turbines (up to 26 turbines in Fremont Township and up to 24 turbines in Speaker Township) with a maximum total nameplate capacity of approximately 300 megawatts, along with certain ancillary buildings and equipment, to be located in Fremont Township, Speaker Township, and Elk Township in Sanilac County, Michigan (the "Wind Project").

B. Public Act 233 of the Public Acts of Michigan of 2023 ("PA 233") requires that a utility-scale wind energy facility applying for a Certificate of Siting Approval from the Michigan Public Service Commission ("MPSC") shall enter a host community agreement with each affected local unit, and the Parties intend that this Agreement satisfy Wind Operator's obligations under PA 233 in this regard.

C. Wind Operator, as a new member of the local community, wishes to demonstrate good citizenship by making a commitment to assist the community in improving and maintaining a physical, business and social environment benefiting all members of the community by making contributions to the Township, subject to the conditions set forth herein, and Township is willing to accept such contributions subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. **Megawatt Payment.** Within thirty (30) days after the Wind Project's Commercial Operation Date the Wind Operator shall submit a written certification to the Township certifying the actual installed nameplate capacity of the Wind Project in the Township and make a one-time payment to the Township in an amount equal to Two Thousand Dollars (\$2,000.00) per megawatt of actual installed generating nameplate capacity located within the Township ("MW Payment"). As used in this Section 1, "Commercial Operation Date" means the date on which the Wind Project commences the production of electricity for sale, following receipt of a Certificate of Siting Approval for the Project from the MPSC under PA 233.

2. **Installed Capacity Subject to Change.** The Parties acknowledge and agree that the anticipated number of wind turbines and total generating capacity of the Wind Project as described in the recitals are estimates only and are subject to change based on permitting,

engineering, regulatory, or commercial considerations. The MW Payment set forth in Section 1 shall be based solely on the actual installed nameplate capacity of wind turbines located within the Township that are constructed and placed into commercial operation as part of the Wind Project as referenced in the written certification to the Township to be provided pursuant to Section 1. Wind Operator shall have no obligation to make any payment based on anticipated or projected capacity that is not actually installed and operating. Notwithstanding anything in this Agreement to the contrary, if the Wind Project is not constructed or does not achieve commercial operation such that the Commercial Operation Date does not occur, Wind Operator shall have no obligation to make the MW Payment.

3. **Use of MW Payment.** The MW Payment shall be used as determined by the Township for police, fire, public safety, or other infrastructure, or for other projects as mutually agreed by the Parties in writing.

4. **MW Payment Failure and Cure.** If Wind Operator fails to make the MW Payment as required under this Agreement (a “MW Payment Failure”), the Township shall provide written notice to Wind Operator specifying the nature of the alleged failure and the amount claimed to be due. Wind Operator shall have forty-five (45) days following receipt of such notice to cure any MW Payment Failure that is not subject to a good faith dispute. If Wind Operator disputes the amount or obligation in good faith, it shall notify the Township in writing within fifteen (15) days of receiving the Township’s notice, identifying the basis of the dispute. The Parties shall promptly confer in good faith to resolve the dispute.

5. **Acknowledgement of Compliance.** The Parties acknowledge that this Agreement satisfies the Wind Operator’s obligation to enter into a host community agreement under Section 227(1) of PA 233.

6. **Notices** All notices, demands, requests, or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given: (a) when delivered personally; (b) one (1) business day after being sent by a nationally recognized overnight courier service; or (c) three (3) business days after being mailed by certified mail, return receipt requested, postage prepaid. All notices shall be delivered to the Parties at the addresses set forth in the preamble of this Agreement. Notices to Wind Operator shall be directed to the attention of Mark Strength, CDO, and notices to the Township shall be directed to the attention of the Township Clerk.

7. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.

8. **Integration.** This Agreement is entered into by each of the Parties without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement.

9. **Severability.** If any portions of this Agreement are held invalid and unenforceable, all remaining portions shall nevertheless remain valid and enforceable, to the extent they can be given effect without the invalid portions.

10. **Representation.** Each Party agrees that the Parties had the opportunity to be represented by counsel (whether or not such representation is actually sought or obtained), has been apprised of its rights regarding the settlement, and enters into the settlement freely and voluntarily.

11. **Modification.** No modification of this Agreement will be enforceable unless it is in writing, signed by all Parties.

12. **Counterparts; Electronic Signature.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement by electronic means (including electronic signatures, PDF copies, or photocopies of manually signed pages) shall be valid and binding and shall have the same force and effect as original signatures.

13. **Representation of Authority.** Each individual executing this Agreement on behalf of a Party represents and warrants that they are duly authorized to sign this Agreement and to bind the entity on whose behalf they are signing.

14. **Governing Law.** This Agreement shall be governed, construed, enforced, and interpreted in accordance with the laws of the State of Michigan without regard for its choice of law principles. Each party consents to the exclusive jurisdiction of the courts of the State of Michigan and corresponding Federal Courts in the event of any dispute arising out of or otherwise relating to the terms of this Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first set forth above.

Fremont Township,
a Michigan general law township

By: _____
Name: _____
Title: _____

MI Energy Developments, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

#27470114

HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT (this "Agreement") is dated as of _____, 202__, and entered into by and between MI Energy Developments, LLC, a Delaware limited liability company ("Wind Operator"), whose address is 575 5th Avenue Suite 2501 New York, New York 10017 and Speaker Township, a Michigan general law township ("Township"), whose address is 7630 N. Brockway Road Melvin, Michigan 48454. Wind Operator and Township are hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. Wind Operator intends to construct and operate a wind energy project, commonly known as the Riverbend Wind Energy Facility, consisting of up to 50 wind turbines (up to 26 turbines in Fremont Township and up to 24 turbines in Speaker Township) with a maximum total nameplate capacity of approximately 300 megawatts, along with certain ancillary buildings and equipment, to be located in Fremont Township, Speaker Township, and Elk Township in Sanilac County, Michigan (the "Wind Project").

B. Public Act 233 of the Public Acts of Michigan of 2023 ("PA 233") requires that a utility-scale wind energy facility applying for a Certificate of Siting Approval from the Michigan Public Service Commission ("MPSC") shall enter a host community agreement with each affected local unit, and the Parties intend that this Agreement satisfy Wind Operator's obligations under PA 233 in this regard.

C. Wind Operator, as a new member of the local community, wishes to demonstrate good citizenship by making a commitment to assist the community in improving and maintaining a physical, business and social environment benefiting all members of the community by making contributions to the Township, subject to the conditions set forth herein, and Township is willing to accept such contributions subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, the Parties agree as follows:

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6. **Notices** All notices, demands, requests, or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given: (a) when delivered personally; (b) one (1) business day after being sent by a nationally recognized overnight courier service; or (c) three (3) business days after being mailed by certified mail, return receipt requested, postage prepaid. All notices shall be delivered to the Parties at the addresses set forth in the preamble of this Agreement. Notices to Wind Operator shall be directed to the attention of Mark Strength, CDO, and notices to the Township shall be directed to the attention of the Township Clerk.

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[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first set forth above.

Speaker Township,
a Michigan general law township

By: _____
Name: _____
Title: _____

MI Energy Developments, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

#27470114