

PASTURE AND FARM LICENSE

Licensors: International Transmission Company, a Michigan corporation, 27175 Energy Way, Novi, MI 48377 ("ITC").

Licensee: George and Margaret Pardonnet
48755 W. 10 Mile Road
Novi, MI 48374

Premises: Located in part of the E 1/2 of the W 1/2 of Section 29, Novi Township, Oakland County, Michigan, being that part of ITC's land described in the attached Exhibit A, highlighted in yellow.

License No: ALOA0122710

Term: This license is effective beginning April 1, 2012 and shall be renewed at Licensors' option on January 1 of each subsequent year.

ITC hereby permits Licensee to use the Premises to pasture horses and farm only on the following terms and conditions:

1. Growing of trees or shrubs (including Christmas trees, fruit trees and nursery stock) is not permitted.
2. No building, sheds, shelters, drain tiles, watercourses, fences or other above or below ground structures may be located on the Premises without ITC's prior written consent; except, however, Licensee may maintain the existing non electric fencing, and buildings that are on the Premises. ITC shall have access to all areas within the fencing at all times.
3. No vehicles, trailers or farming equipment may be stored on the Premises. Any farming equipment operated on the Premises shall at all times maintain a minimum vertical separation of 15 feet from any energized conductor, and a minimum horizontal separation of 15 feet from any tower leg, pole, guy, or other utility facility. If more stringent, MIOSHA standards shall be observed.
4. Horse pasturing operations must be conducted in accordance with good farming practices, including but not limited to practices that minimize soil erosion and prevent leachate from manure from contaminating groundwater and surface water. No motorized vehicles, other than maintenance vehicles, may be operated on the Premises.
5. No substance that is hazardous to human health or the environment, or the storage, treatment, or disposal of which is regulated by any governmental authority, may be used, stored, or disposed of on the Premises, except that pesticides and other commonly-used agricultural chemicals may be used on the following conditions: (a) Licensee shall give ITC advance written notice of use of any substance that requires the issuance of a license or permit by a governmental agency or application by a licensed applicator; (b) no pesticides or other agricultural chemicals may be stored, mixed, or loaded into applicators on ITC's land, (c) no applicators may be cleaned on ITC's land. Under no circumstances shall Licensee's use result in the Premises being considered to be the site for the generation, storage, treatment, or disposal of a hazardous or toxic waste or subject the Premises to any regulation restricting or regulating hazardous or toxic substances. Strict compliance with the terms of this paragraph is mandatory. If ITC terminates this License due to a violation of this paragraph, Licensee shall not thereafter enter the Premises for any purpose without ITC's prior consent. Licensee shall indemnify ITC from and against any and all claims, including fines and other penalties, resulting from violation of this paragraph by Licensee or Licensee's agents, employees, or contractors, and such agreement shall survive the termination of this License.

6. Hunting, trapping, baiting, hunting blinds, trash burning, and operation or storage of motor vehicles, including without limitation, snowmobiles, motorcycles and all terrain vehicles, are not permitted on the Premises under any circumstances.

7. No forest products may be cut or removed from the Premises.

8. As part of the consideration for this License, Licensee shall be responsible, at Licensee's sole expense, to remove thistles and noxious weeds from the Premises and to keep unplanted areas mowed if required by local ordinances.

9. ITC shall have the right at any time to use and possess the Premises for any purpose, for example, to inspect, including inspection by helicopter, and maintain its existing facilities, to clear trees and brush from the Premises, including by chemical spraying, and to construct new facilities or allow third parties to construct new facilities on the Premises. Licensee's use of the Premises shall at all times be subordinate to ITC's use, and ITC may at any time suspend this License and temporarily evict Licensee or limit Licensee's use of the Premises without liability to ITC. Licensee assumes the risk of damage to Licensee's crop, farming equipment and animals resulting from ITC's use of the Premises and waives all claims against ITC for any such damage.

10. Licensee accepts the Premises in their condition at present and from time to time hereafter and waives any and all claims Licensee may at any time have against ITC related to the condition of the Premises. Licensee also agrees to assume all liability for and to indemnify ITC from and against all claims for any type of injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees, and invitees, arising out of Licensee's use of the Premises.

11. Licensee may not enroll, register, or list the Premises in any federal, state, or local program without ITC's prior written consent.

12. Licensee may not assign this License. This License is personal to Licensee, and it will not pass to subsequent owners of Licensee's land.

13. This License will automatically terminate if and when ITC sells the Premises or if and when Licensee sells Licensee's adjoining land. Otherwise, this License will continue until either ITC or Licensee terminates it.

14. Either ITC or Licensee may terminate this License at any time by giving the other written notice of termination. Notice of termination shall be given to the address indicated above or such other address as ITC or Licensee hereafter specifies in writing to the other. Notice of termination will be effective upon personal delivery or mailing by first-class mail.

15. Upon termination of this License, Licensee shall promptly remove Licensee's property including, but not limited to, all fencing and animals from the Premises and cease using the Premises. Licensee will be deemed to have abandoned personal property that Licensee has not removed within 10 days following termination. If Licensee abandons personal property including, but not limited to animals and fencing, ITC may, but shall not be obligated to, take the necessary steps to remove Licensee's personal property from the Premises. All reasonable and incidental costs and expenses in connection with the performance of any such act by ITC shall be paid by Licensee to ITC upon demand.

16. This License is given subject to any existing leases, licenses, easements and other interests in the premises, whether or not of record. Licensee is responsible to give required notices, to secure necessary consents and permits from existing lessees, licensees, easement owners, and owners of other interests, and to comply with other requirements of such existing leases, licenses, easements, and other instruments.

SIGNATURES ON FOLLOWING PAGE

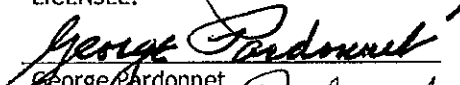
INTERNATIONAL TRANSMISSION COMPANY

By: 

Christine Mason Soneral

Its Vice President and General Counsel - Utility Operations

LICENSEE:


George Pardonnet


Margaret Pardonnet

Records Center File No.: 1016-6S