



Real Estate Department

Property: **Van Tyle Substation Site**
Tax ID: 071-003-300-020-00&071-003-400-030-00
Work Order# B0003695
Business Unit: METC

Date: February 9, 2017
To: Records Center
From: Barbara A. Mention *fam*
Real Estate
Subject: Purchase of Property-Section 3, Hayes Township,
Otsego County, Michigan.

Attached are papers related to the purchase of property for the Van Tyle Substation on May 3, 2016 from Wolverine Power Supply Cooperative, LLC (WPSC) whose address is 10125 W. Watergate Road, Cadillac, Michigan 49601 to Michigan Electric Transmission Company, LLC (METC).

The property purchased contains 57.43 acres of improved land. (The substation was partially built at the time of this conveyance.)

The purchase price was \$120,983.64 cash.

Special Notes: METC granted WPSC a 20 foot wide ingress and egress easement and a 100 foot wide easement for an existing 69kV transmission line, as shown on attached surveys.

The purchase was negotiated by Jenny D'Anna, Counsel for METC, and the closing was facilitated by eTitle, Troy, Michigan.

Please incorporate the attached papers into the appropriate Records Center File.

/bm
Attachments

CC: P. Clark
N. Chopra
S. Cox
N. Doshi
M. Ely
J. Gruca
J. Kehoe
J. Robach

Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, as Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured name in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment. This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease the terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.


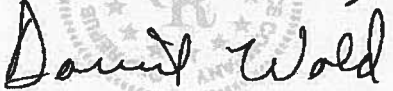
The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Continued on back page

Issued through the Office of
eTitle Agency, Inc.
1650 W. Big Beaver
Troy, MI 48084

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

e Title Agency, Inc.

By: _____
e Title Agency, Inc.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith
 - (a) to comply with the requirements hereof, or
 - (b) to eliminate exceptions shown in Schedule B, or
 - (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at: <http://www.alta.org/>.

Old Republic National Title Insurance Company

Commitment Number: 1540255ITC

Address Reference: vacant, Hayes Twp., MI

SCHEDULE A

1. Effective Date: September 29, 2015 at 12:00 AM

2. Policy or Policies to be issued:

		Amount
Owner's Policy	(ALTA Owner Policy (6-17-06))	\$10,000.00
Proposed Insured:	Easement interest of ITC Holdings, a Michigan Corporation	

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
Wolverine Power Supply Cooperative, Inc.

5. The land referred to in the Commitment is described as follows:

Property located in the Township of Hayes, County of Otsego, State of Michigan.

Commencing at the South 1/4 corner of Section 3, Township 30 North, Range 4 West; thence North 00 degrees 08 minutes 02 seconds East 1343.16 feet along the North-South 1/4 line to the Point of Beginning; thence North 87 degrees 40 minutes 05 seconds West 1299.16 feet along the South 1/8 line of said Section 3; thence North 00 degrees 17 minutes 03 seconds East 776.08 feet along the West 1/8 line of said Section 3; thence South 87 degrees 55 minutes 07 seconds East 1296.91 feet; thence North 00 degrees 08 minutes 02 seconds East 561.32 feet along the North-South 1/4 line to the Center of said Section 3; thence South 87 degrees 55 minutes 07 seconds East 1314.20 feet along the East-West 1/4 line of said Section 3; thence South 00 degrees 13 minutes 30 seconds West 1337.65 feet along the East 1/8 line of said Section 3; thence North 88 degrees 09 minutes 20 seconds West 1311.90 feet along the South 1/8 line of said Section 3 to the Point of Beginning.

eTitle Agency, Inc.
1650 W. Big Beaver
Troy, MI 48084
(586)439-6300

Old Republic National Title Insurance Company

Commitment Number: 1540255ITC

**SCHEDULE B – SECTION I
REQUIREMENTS**

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions relating to the interest or loan.
5. Submit to eTitle Agency original copies of all documents of building/dwelling ordinance compliance for the municipality where the property is located.
6. Provide satisfactory evidence that the subject property is not subject to any lien in favor of a Condominium Association/Homeowners' Association for unpaid dues or assessments.
7. Record an Easement from Wolverine Power Supply Cooperative, Inc., to ITC Holdings, a Michigan Corporation.
8. Pay unpaid taxes and assessments unless shown as paid.
9. Parcel ID Number: 071-003-400-030-00
Taxes paid through and including 2014
2015 Summer Taxes in the amount of \$233.80, are DUE
2014 Winter Taxes in the amount of \$219.39, are Paid
NOTE: On the above tax amount(s) there may also be due an amount for interest, penalty and collection.
2015 State Equalized Value: \$30,000.00, Taxable Value: \$10,890.00
Principal Residence Exemption: 0%
10. Parcel ID Number: 071-003-300-020-00
Taxes paid through and including 2014
2015 Summer Taxes in the amount of \$166.87, are DUE
2014 Winter Taxes in the amount of \$156.64, are Paid
NOTE: On the above tax amount(s) there may also be due an amount for interest, penalty and collection.

Old Republic National Title Insurance Company

Commitment Number: 1540255ITC

**SCHEDULE B – SECTION I
REQUIREMENTS
(Continued)**

2015 State Equalized Value: \$23,000.00, Taxable Value: \$7,773.00

Principal Residence Exemption: 0%

11. Taxes and Assessments due and payable subsequent to the effective date.

Old Republic National Title Insurance Company

Commitment Number: 1540255ITC

**SCHEDULE B – SECTION II
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown in the Public Records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
2. Easements, claims of easements or encumbrances that are not shown in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Taxes and assessments which become due and payable after the Effective Date, including taxes or assessments which may be added to the tax rolls or tax bill after the Effective Date as a result of the taxing authority disallowing or revising an allowance of a Principal Residence Exemption.
6. Lien for outstanding water and sewer charges if any.
7. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
8. Easements as recorded in Liber K, page 513.
9. Terms and Conditions contained in Release and Right of Way Grant, as disclosed by instrument recorded in Liber 0561, page 595.
10. Mortgage in the original amount of \$200,000,000.00 executed by Wolverine Power Supply Cooperative, Inc., to U.S. Bank National Association, Trustee, dated December 1, 2008, recorded December 22, 2008, in Liber 1187, page 607. First Supplemental recorded Liber 1208, page 603. Second Supplemental recorded Liber 1229, page 647. Third Supplemental recorded Liber 1235, page 899. Fourth Supplemental recorded Liber 1265, page 923. Fifth Supplemental recorded Liber 1335, page 706. Sixth Supplemental recorded Liber 1382, page 405.

NOTE: Affects the herein described property and other property.

Old Republic National Title Insurance Company

Commitment Number: 1540255ITC

Address Reference: vacant, Hayes Twp., MI

SCHEDULE C

The land referred to in this Commitment is described as follows:

Property located in the Township of Hayes, County of Otsego, State of Michigan.

Commencing at the South 1/4 corner of Section 3, Township 30 North, Range 4 West; thence North 00 degrees 08 minutes 02 seconds East 1343.16 feet along the North-South 1/4 line to the Point of Beginning; thence North 87 degrees 40 minutes 05 seconds West 1299.16 feet along the South 1/8 line of said Section 3; thence North 00 degrees 17 minutes 03 seconds East 776.08 feet along the West 1/8 line of said Section 3; thence South 87 degrees 55 minutes 07 seconds East 1296.91 feet; thence North 00 degrees 08 minutes 02 seconds East 561.32 feet along the North-South 1/4 line to the Center of said Section 3; thence South 87 degrees 55 minutes 07 seconds East 1314.20 feet along the East-West 1/4 line of said Section 3; thence South 00 degrees 13 minutes 30 seconds West 1337.65 feet along the East 1/8 line of said Section 3; thence North 88 degrees 09 minutes 20 seconds West 1311.90 feet along the South 1/8 line of said Section 3 to the Point of Beginning.

Invoice

Remit payment to:

eTitle Agency, Inc.
1650 W. Big Beaver
Troy, MI 48084

Billed to: ITC
Holdings Corp.

Invoice number: 01.3.2 / A0003695
Invoice date: October 16, 2015
Please pay before:
Our file number: 1540255ITC

Property:
vacant
Hayes Twp., MI
Otsego County

Brief legal: Commencing at the South 1/4
corner of Section 3, Township 30
North, Range 4 West; thence
North 00 degrees 08 minutes 02

DESCRIPTION	AMOUNT
Owner's Policy (Coverage \$10,000.00)	450.00
Additional Work Fee	0.00
Invoice total amount due:	\$ 450.00

ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, a permanent, perpetual, non-exclusive access easement ("**Easement**") over and across a part of a certain parcel of real estate owned by Grantor described herein as "**Grantor's Land**" and the easement to Grantee is described herein as the "**Easement Area**".

Grantor: Michigan Electric Transmission Company, LLC, a Michigan limited liability company, whose address is 27175 Energy Way, Novi, Michigan 48377.

Grantee: Wolverine Power Supply Cooperative, Inc., a Michigan non-profit corporation, whose address is 10125 W. Watergate, Cadillac, Michigan 49601.

Grantor and Grantee are each referred to herein as a "**Party**", are collectively referred to herein as the "**Parties**".

Grantor's Land is described as:

A parcel of land on part of the Southwest 1/4 and the Southeast 1/4 of Section 3, T30N, R4W, Hayes Township, Otsego County, Michigan, being described as: BEGINNING at the South 1/4 corner of said Section 3; thence N87°25'09"W, 350.00' along the South line of said Section 3; thence N00°08'02"E, 2121.93'; thence S87°55'07"E, 349.88'; thence N00°08'02"E, 561.32' along the N-S 1/4 line to the Center of said Section 3; thence S87°55'07"E, 1314.20' along the E-W 1/4 line of said Section 3; thence S00°13'30"W, 1337.65' along the East 1/8 line of said Section 3; thence N88°09'20"W, 1311.90' along the South 1/8 line of said Section 3; thence S00°08'02"W, 1343.16' to the South 1/4 of said Section 3 and the Point of Beginning, containing 57.43 acres.

Access Easement Area is described as:

An easement twenty (20) wide for ingress and egress by Grantee over Grantor's Land that lies 10' either side of a centerline being described as: Commencing at the South 1/4 corner of said Section 3, T30N, R4W, Hayes Township, Otsego County, Michigan; thence N87°25'09"W, 196.56' along the South line of said Section 3 to the POINT OF BEGINNING; thence along the centerline of an existing drive the following three (3) courses: 1) N00°00'00"E, 1633.10'; 2) 109.96' along a curve to the right, said curve having a radius of 70.00' and a chord of 98.99' bearing N45°00'00"E; 3) N90°00'00"E, 292.86'; thence N00°08'02"E, 968.87' to the E-W 1/4 line of said Section 3 and an existing overhead power line easement and the Point of Ending of this Easement.

Exhibit A is a sketch of the Grantor's Land and Access Easement Area and is attached hereto and is incorporated herein.

1. Purpose and Limitations on Use. The sole purpose of this Easement is to grant the Grantee and its successor and assigns a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress by Grantee or its agents, contractors, and employees on the Access Easement Area to enter at all times. Grantee shall also have the right to install and maintain an additional access driveway, including adding and maintaining 21AA gravel, on the northerly 968 feet of the Access Easement Area lying north of the Grantor's existing gravel driveway. Grantee shall be solely responsible for any and all costs related to installing and maintaining the additional driveway it intends to place on the northerly 968 feet of the Access Easement Area. No vehicles, trailers or other materials may be stored on the Access Easement Area. Grantor shall have the right at any time to use, access and possess the Access Easement Area for any purpose whatsoever, for example, to inspect and maintain its existing facilities, to cut, trim, remove, destroy or otherwise control any and all trees, brush and other vegetation from the Access Easement Area, including by chemical spraying, and to construct new facilities or allow third parties to construct new facilities on the Access Easement Area. Grantee's use of the Access Easement Area shall at all times be subordinate to Grantor's use, and Grantor may at any time change the location and/or the width of the Access Easement Area on Grantor's Parcel without the consent of the Grantee so long as Grantor provides prior written notice to Grantee of the change in the location of the Access Easement Area. In the event Grantor determines in its sole and absolute discretion to relocate and/or change the width of the Access Easement Area, Grantee acknowledges and agrees to execute and deliver an Amendment to this Easement in recordable form (at no cost to Grantor) reflecting the change in the location of the Access Easement Area.

2. Compliance with Laws. Grantee shall use Grantor's Land in compliance with all applicable Federal, State, and local laws, regulations, ordinances, including but not limited to OSHA, MIOSHA and any site plan approved by the local municipality. 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 Access Easement Area. Grantee and its successors and assigns shall indemnify Grantor from and against any and all claims, including fines and other penalties, resulting from violation of this Section by Grantee or Grantee's agents, employees, or contractors.

3. Vegetation Management. Grantee may occasionally treat with herbicides any weeds and grasses growing in the northerly 968 feet of the Access Easement Area lying north of Grantor's existing gravel driveway. Only EPA-approved and non-restricted use designated herbicides for bare ground application may be used by Grantee and its contractors.

4. Restoration of Property Damage. If Grantee, its employees, contractors, agents, or their vehicles, equipment, or vegetation management activities cause damage to Grantor's Land while using Grantor's Land for the purposes stated in this Easement, then Grantee shall restore Grantor's Land as nearly as can be to its original condition.

5. Indemnification. Grantee shall indemnify, defend and hold the owner of Grantor's Land harmless from and against all claims, liabilities, damages and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from Grantee's sole negligence or intentional or willful acts or omissions of Grantee, its employees, contractors, agents, licensees, lessees, successors and assigns, and those acting on behalf of the Grantee.

6. Insurance. Throughout the term of this Agreement, the Grantee shall procure and maintain commercial general liability insurance against claims for personal injury (including contractual liability arising under the indemnity contained in Paragraph 5 above), death, or property damage occurring upon the Access Easement Area, with combined single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) and naming the owner of the Grantor's Land (provided the Grantee has been supplied with the name of the owner of the Grantor's Land in the event of a change thereof) as an additional insured, and at all times provide evidence of such coverage to the owner of the Grantor's Land, upon written request therefore.

7. Successors. This Easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

8. Non-Use and Abandonment. The Grantee herein, for itself, its successors and assigns, further agrees that upon complete abandonment of its electric line or lines located on Grantor's Land and upon request of the owner of said land showing a prima facie title to same, to release and quit-claim all rights secured hereby on said land to the then owner. In the event of abandonment of the rights herein conveyed, Grantee agrees to remove its property from the Grantor's Land and Access Easement Area in a good and workmanlike manner and in a condition satisfactory to Grantor.

9. Notice. All notices shall be sent by the United States Postal Service, or electronic mail, properly addressed to the Parties at their addresses listed below, or may be served personally, on the following authorized representative, or their successors, of the Party to whom the notice is directed:

Grantor's Representative:

Wolverine Power Supply Cooperative, Inc.

Legal Department
10125 West Watergate Road
Cadillac, MI 49601

Grantee's Representative:

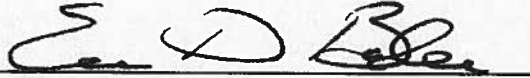
Michigan Electric Transmission Company,
LLC
General Counsel - Utility Operations
27175 Energy Way
Novi, MI 48377

10. Counterparts. This Access Easement may be signed in one or more counterparts, each of which shall be an original. A counterpart of this Access Easement with separate but fully executed signature pages attached thereto shall have the full force and effect of an original executed instrument.

[Signatures on Following Pages]

IN WITNESS WHEREOF, Grantee has caused this Access Easement to be executed by its duly authorized representative as of May 3, 2016.

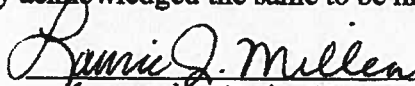
WOLVERINE POWER SUPPLY COOPERATIVE, INC.



By: Eric D. Baker
Its: President & CEO

STATE OF MICHIGAN)
) SS.
COUNTY OF MISSAUKEE)

On May 3, 2016, before me a Notary Public in and for said county, Eric D. Baker, President & CEO of Wolverine Power Supply Cooperative, Inc., a Michigan nonprofit corporation, for the corporation, individually appeared to me, known to be the person described in and who executed the Access Easement and who duly acknowledged the same to be his free act and deed.

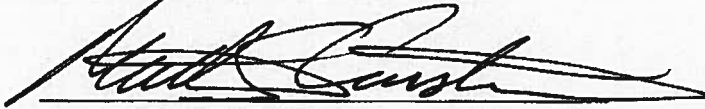


Laurie J. Millen, Notary Public
Missaukee County, Michigan
Acting in Oscoda County, Michigan
My Commission Expires: 1-9-2019

IN WITNESS WHEREOF, Grantor has caused this Access Easement to be executed by its duly authorized representative as of May 4, 2016.

MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC, a Michigan limited liability company

By: ITC Holdings Corp., its manager



By: Matthew S. Carstens

Its: Vice President and General Counsel- Utility Operations

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On May 4, 2016, before me a Notary Public in and for said county, Matthew S. Carstens, the Vice President and General Counsel- Utility Operations of ITC Holdings Corp., a Michigan corporation, the Manager of Michigan Electric Transmission Company, LLC, a Michigan limited liability company, individually appeared to me, known to be the person described in and who executed the Access Easement and who duly acknowledged the same to be his free act and deed.

Cynthia Alain
Cynthia Alain, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 9/19/2021

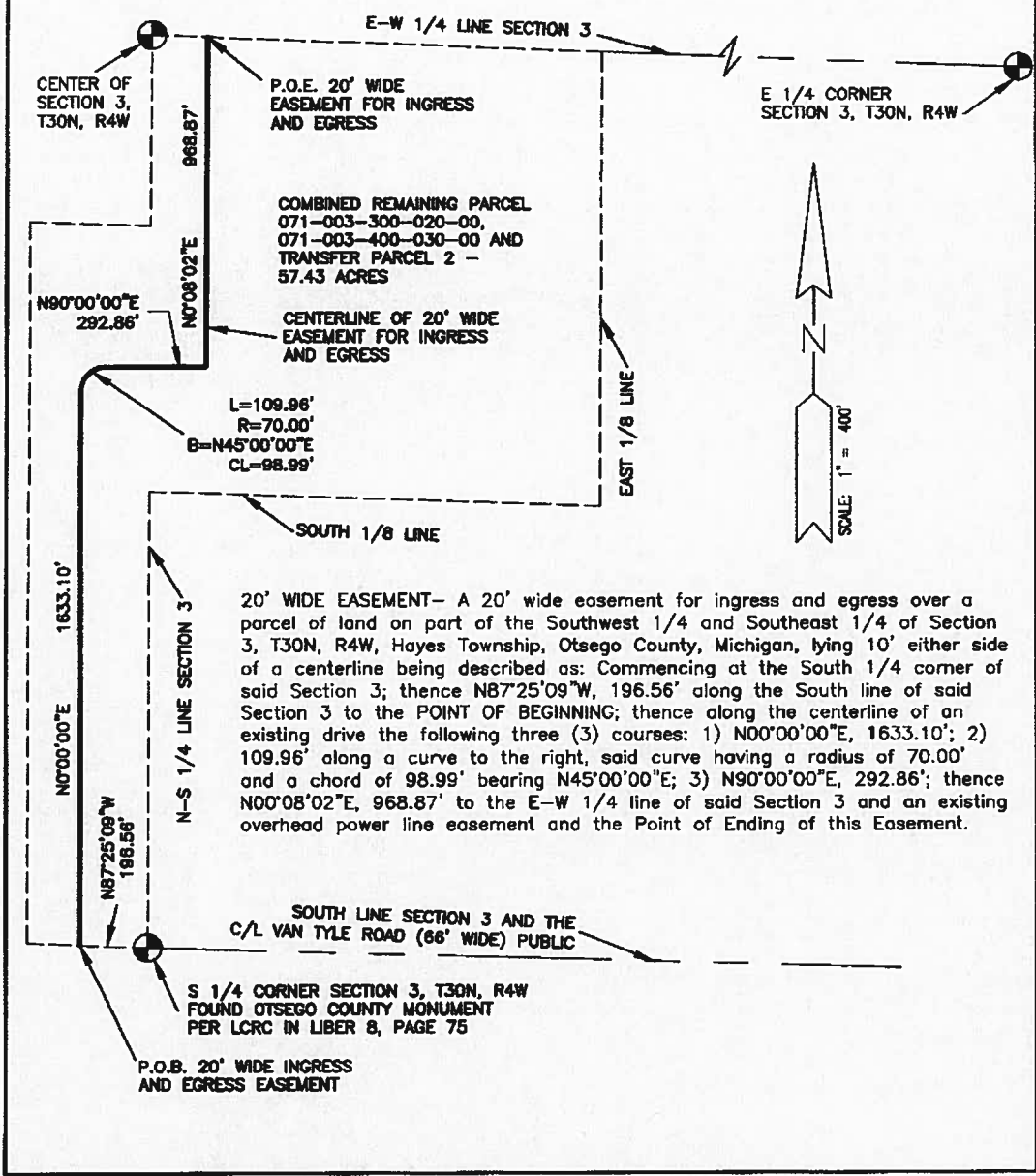
CYNTHIA ALAIN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 19, 2021
ACTING IN COUNTY OF Oakland

Prepared by and when recorded return to:
Brian E. Valice, Esq. (P43735)
Staff Attorney
Wolverine Power Supply Cooperative, Inc.
10125 W. Watergate Road
Cadillac, MI 49601-0229
(231) 775-5700

EASEMENT SKETCH - EXHIBIT A

LEGEND:

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. "O" = 1/2" BARS WITH IDENTIFICATION CAPS HAVE BEEN SET UNLESS NOTED OTHERWISE.
3. _____ = DESCRIBED EASEMENT CENTERLINES.
4. ALL BEARINGS ARE RELATIVE AND REFERENCED TO MICHIGAN SPC, NAD 83, CENTRAL ZONE.



BOOK #:	PAGE #:	SEC. 3 , T30N , R4W
DRAWN BY: JSC	COMPUTED BY: JSC	JOB #: WLV2005-03G
CHECKED BY: ABC	SURVEYED BY: ABC	SHEET: 1 OF 1

FOR:
**WOLVERINE POWER
 SUPPLY COOPERATIVE**
 EASEMENT SURVEY

WADE TRIM

4241 Old US-27 South, Suite 1
 Gaylord, MI 49735
 989.732.3584/800.968.4440
 FAX: 989.732.6391
 www.wadetrtrim.com Building relationships on a foundation of excellence

© Wade Trim Group, Inc.

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Michigan Electric Transmission Company, LLC, a Michigan limited liability company, whose address is 27175 Energy Way, Novi, Michigan 48377 (“Owner”), for good and valuable consideration, the receipt of which is hereby acknowledged, does grant, warrant and convey a right-of-way easement unto Wolverine Power Supply Cooperative, Inc., a Michigan nonprofit corporation, with offices at 10125 W. Watergate Road, Cadillac, MI 49601 (“Wolverine”), its successors and assigns, for the perpetual right of its or their agents, contractors, and employees to enter at all times upon and to place, construct, operate, repair, maintain, replace, relocate, and reconstruct, electric transmission and/or distribution lines, related facilities and any buried grounding system thereon and to transmit electricity on said transmission or distribution system, and any grounding system (the “Easement”) upon land situated in Section 3, T30N, R4W, Township of Hayes, County of Otsego, State of Michigan, and more particularly described as follows:

A strip of land one hundred (100) feet in width, being fifty (50) feet on each side of the center of the electric lines, as shown and more particularly described on Exhibit “A” as Easement Route No. 1, Easement Route No. 2 and Easement Route No. 3, attached hereto and made a part hereof (the “Easement Area”);

together with all rights and privileges therein necessary or convenient for the full enjoyment or use thereof. The full right is conveyed to Wolverine, its successors or assigns and its or their agents, contractors, or employees to cut, trim, remove, destroy, or otherwise control all trees, brush or shrubbery upon said Easement Area and to cut down from time to time all dead, weak, leaning, or dangerous trees adjacent to said Easement Area that are tall enough to strike the wires when falling, except as limited by the substation site plan approved by the local municipality.

This Easement is exempt from County real estate transfer tax pursuant to MCL 207.505(f) and exempt from State real estate transfer tax pursuant to MCL 207.526(f). The Easement shall be assessed as personal property under MCL 211.8(g).

TO HAVE AND TO HOLD the same to Wolverine, its successors and assigns, forever. The undersigned agrees that all poles, towers, wires, and other facilities, installed on the

aforementioned Easement Area at Wolverine's sole expense shall remain the property of Wolverine, removable at its option.

All damages to fences, growing crops, except trees and shrubs, or damage to the Easement Area or real property owned by Owner from vehicles or equipment caused by Wolverine or its employees, contractors, or agents in placing, constructing, operating, repairing, maintaining, replacing, relocating, or reconstructing the installations and electrical facilities aforementioned, shall be borne by Wolverine, its successors, and assigns. All work performed by Wolverine on the Easement Area shall abide by OSHA and MIOHSA regulations. Wolverine further agrees that any and all fill or disturbed earth shall be compacted to prevent settlement of soils when the Easement Area is accessed by construction or maintenance vehicles.

Owner covenants and agrees that they shall not erect, construct or create any building, house, improvement, structure or obstruction of any kind either on, above or below the surface of the ground within the Easement Area, except for any existing electrical facilities or substation related facilities located within the Easement Area ("**Substation Facilities**"), or change the grade thereof, or cause or permit such construction work or said acts to be done by others (except as may be related to the Substation Facilities), without the express written permission of Wolverine, which shall not be unreasonably withheld, conditioned or delayed. It is expressly understood that nonuse or limited use of this Easement by Wolverine does not constitute a waiver and shall not prevent Wolverine from later making use of the Easement to the full extent herein authorized. Wolverine acknowledges and agrees that Wolverine shall not be permitted at any time to access any of the Easement Area (or otherwise) located within/inside the substation fence unless Owner permits access and Owner's personnel escorts Wolverine personnel at all times within/inside the substation fence.

This Easement shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns. Wolverine shall have the right to assign the rights herein granted in whole or in part with the prior written consent of Owner, which shall not be unreasonably withheld, conditioned or delayed.


When applicable, pronouns and relative words shall be read as plural, feminine, or neuter.

[Signatures on Following Pages]

IN WITNESS WHEREOF, Owner and Wolverine have caused this Easement to be executed by its duly authorized representative as of May 4, 2016.

MICHIGAN ELECTRIC TRANSMISSION COMPANY,
LLC,
a Michigan limited liability company

By: ITC Holdings Corp., its manager

By: 

Matthew S. Carstens

Its: Vice President and General Counsel- Utility
Operations

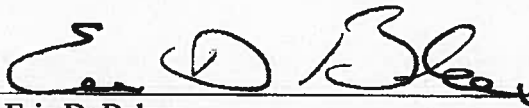
STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On May 4, 2016, before me a Notary Public in and for said county, Matthew S. Carstens, Vice President and General Counsel- Utility Operations of ITC Holdings Corp., a Michigan corporation, the Manager of Michigan Electric Transmission Company, LLC, a Michigan limited liability company, individually appeared to me, known to be the person described in and who executed the Right-of-Way Easement and who duly acknowledged the same to be his free act and deed.

Cynthia Alain
Cynthia Alain, Notary Public
oakland County, Michigan
Acting in oakland County,
Michigan
My Commission Expires: 9/19/2021

CYNTHIA ALAIN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 19, 2021
ACTING IN COUNTY OF Oakland

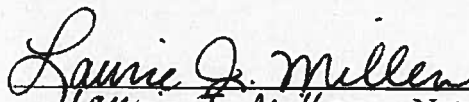
WOLVERINE POWER SUPPLY COOPERATIVE, INC.



By: Eric D. Baker
Its: President & CEO

STATE OF MICHIGAN)
) SS.
COUNTY OF MISSAUKEE)

On May 3, 2016, before me a Notary Public in and for said county, Eric D. Baker, President & CEO of Wolverine Power Supply Cooperative, Inc., a Michigan nonprofit corporation, for the corporation, individually appeared to me, known to be the person described in and who executed the Right-of-Way Easement and who duly acknowledged the same to be his free act and deed.

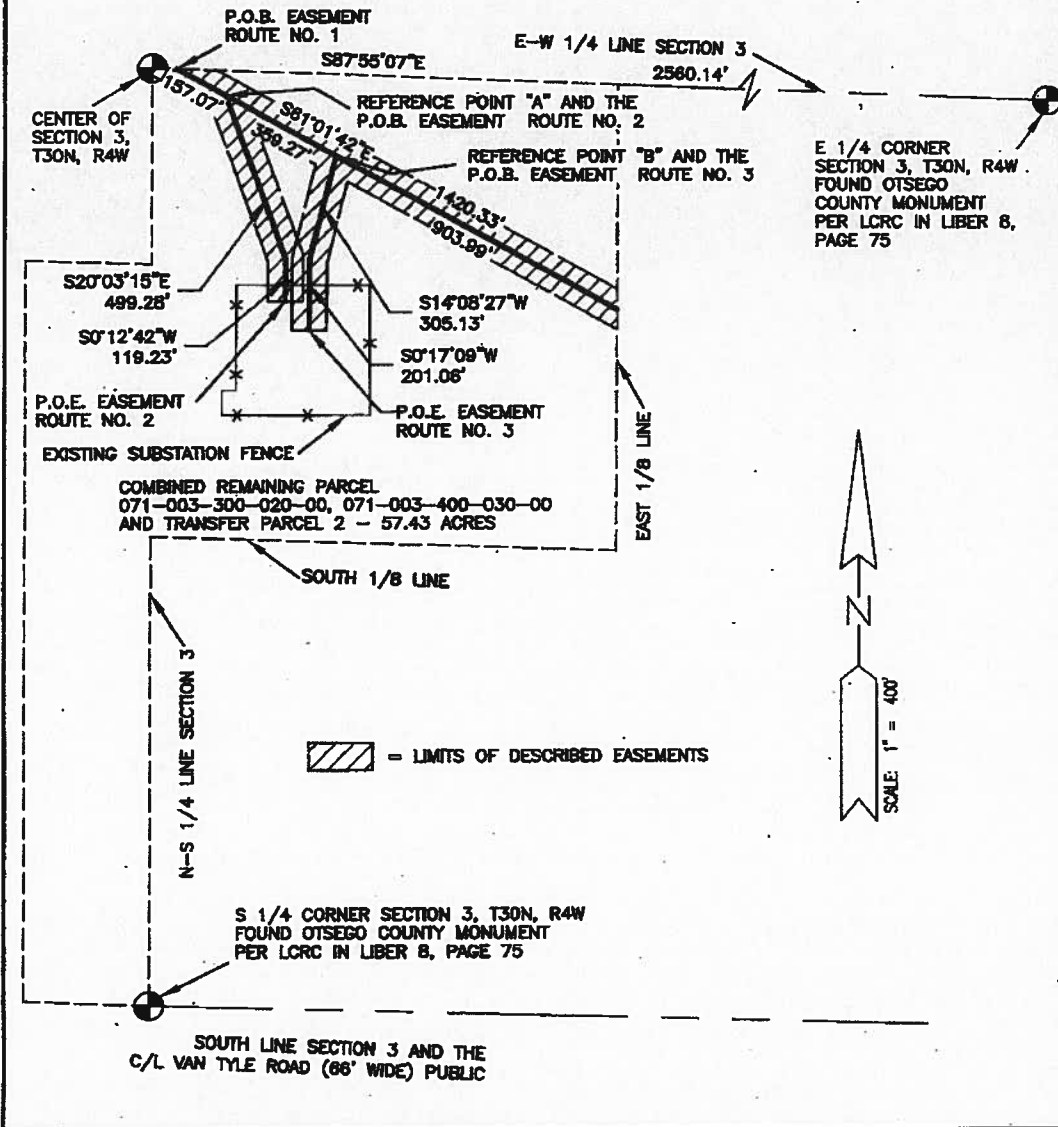

Laurie J. Millen, Notary Public
Missaukee County, Michigan
Acting in Oscoda County, Michigan
My Commission Expires: 1-9-2019

Drafted by **Brian E. Valice, Esq. (P43735)**
and return to: **Wolverine Power Supply Cooperative, Inc.**
10125 W. Watergate Road
Cadillac, MI 49601-0229
(231) 775-5700

EASEMENT SKETCH 810.5 - EXHIBIT A

LEGEND:

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. "O_R" = 1/2" BARS WITH IDENTIFICATION CAPS HAVE BEEN SET UNLESS NOTED OTHERWISE.
3. _____ = DESCRIBED EASEMENT CENTERLINES.
4. ALL BEARINGS ARE RELATIVE AND REFERENCED TO MICHIGAN SPC, NAD 83, CENTRAL ZONE.



BOOK #:	PAGE #:	SEC. 3 , T30N , R4W
DRAWN BY: JSC	COMPUTED BY: JSC	JOB #: WLV2005-03G
CHECKED BY: ABC	SURVEYED BY: ABC	SHEET: 1 OF 2

FOR:
WOLVERINE POWER SUPPLY COOPERATIVE
 EASEMENT SURVEY

WADE TRIM

4241 Old US-27 South, Suite 1
 Gaylord, MI 49735
 989.732.3884/800.988.4440
 FAX: 989.732.6391
www.wadetrtrim.com Building relationships on a foundation of excellence

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EASEMENT SKETCH 810.5 - EXHIBIT A

EASEMENT ROUTE NO. 1 -

A 100' wide Overhead Power Line Easement over and across a parcel of land on part of the Southeast 1/4 of Section 3, T30N-R4W, Hayes Township, Otsego County, Michigan, the Centerline of which is described as: Commencing at the East 1/4 Corner of said Section 3; thence N87°55'07"W, 2560.14' along the East-West 1/4 line of said Section 3 to the POINT OF BEGINNING; thence S61°01'42"E, 157.07' to Reference Point "A"; thence continuing S61°01'42"E, 359.27' to Reference Point "B"; thence continuing S61°01'42"E, 903.99' to the East 1/8th line of said Section 3 and the Point of Ending. The sidelines of said Easement extend or shorten to meet said parcel boundary.

EASEMENT ROUTE NO. 2 -

A 100' wide Overhead Power Line Easement over and across a parcel of land on part of the Southeast 1/4 of Section 3, T30N-R4W, Hayes Township, Otsego County, Michigan, the Centerline of which is described as: Commencing at the East 1/4 Corner of said Section 3; thence N87°55'07"W, 2560.14' along the East-West 1/4 line of said Section 3; thence S61°01'42"E, 157.07' to Reference Point "A" and the POINT OF BEGINNING; thence S20°03'15"E, 499.28'; thence S00°12'42"W, 119.23' to the Point of Ending.

EASEMENT ROUTE NO. 3 -

A 100' wide Overhead Power Line Easement over and across a parcel of land on part of the Southeast 1/4 of Section 3, T30N-R4W, Hayes Township, Otsego County, Michigan, the Centerline of which is described as: Commencing at the East 1/4 Corner of said Section 3; thence N87°55'07"W, 2560.14' along the East-West 1/4 line of said Section 3; thence S61°01'42"E, 516.34' to Reference Point "B" and the POINT OF BEGINNING; thence S14°08'27"W, 305.13'; thence S00°17'09"W, 201.06' to the Point of Ending.

I, the undersigned, being a Licensed Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is no greater than 1 in 5,000.

Jason Caverson, PS
Registration No. 46658

04-19-16

BOOK #:	PAGE #:	SEC. 3, T30N, R4W	
DRAWN BY: JSC	COMPUTED BY: JSC	JOB #:	WLV2005-036
CHECKED BY: ABC	SURVEYED BY: ABC	SHEET:	2 OF 2

FOR:
**WOLVERINE POWER
SUPPLY COOPERATIVE**

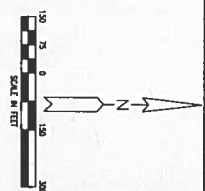
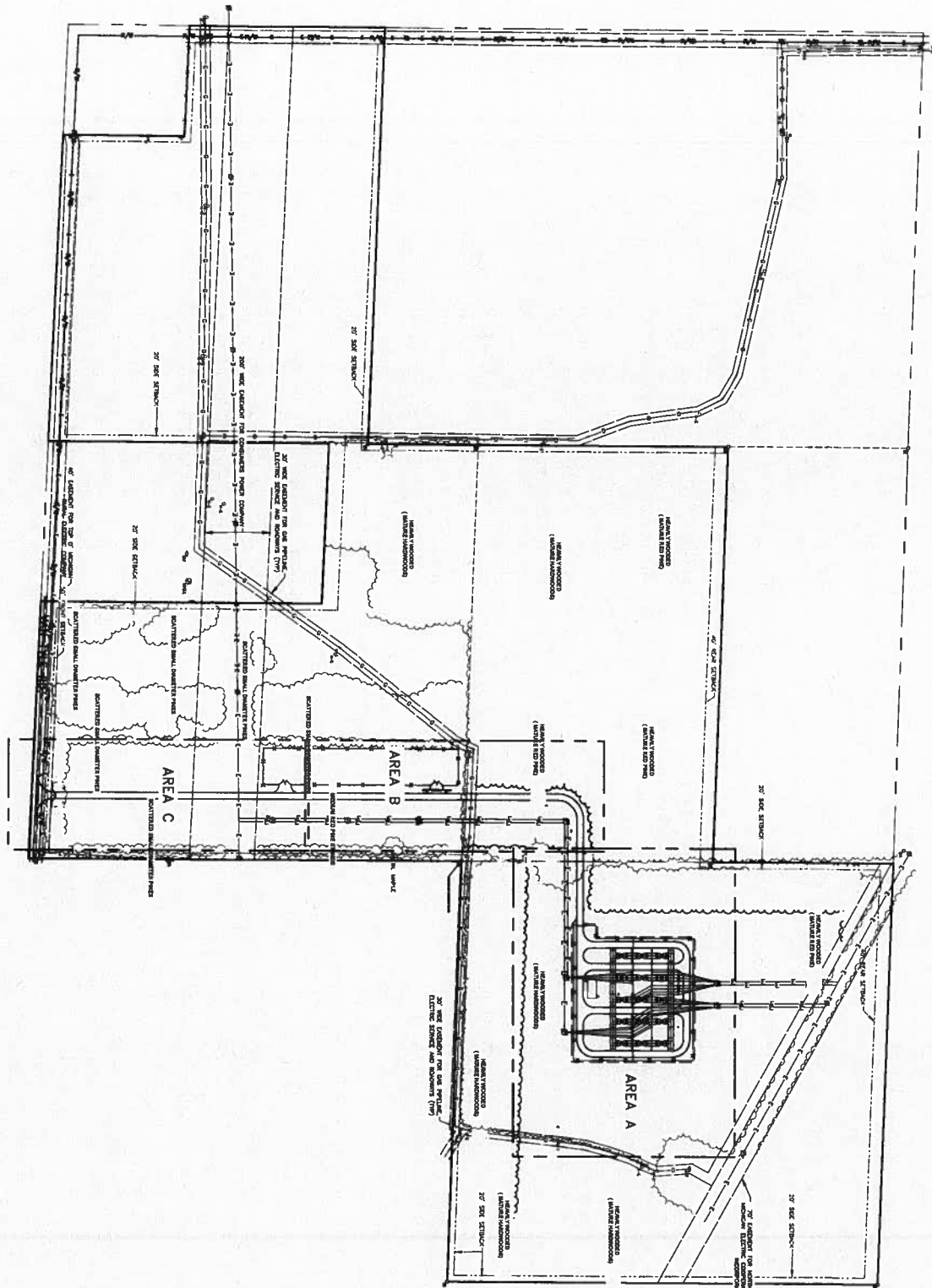
EASEMENT SURVEY



WADE TRIM

4241 Old US-27 South, Suite 1
Gaylord, MI 49735
888.732.8694/800.988.4440
FAX: 888.732.6391
www.wadetrिम.com Building relationships on a foundation of excellence

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PROJECT C-1.0	DRAWING NO. PLTS/2005.03G	DATE 7/18/13	WOLVERINE POWER COOPERATIVE VAN TYLE STATION Hayes Township, Otsego County, MI		NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND DATED: 875 West Valley Road, P.O. Box 916 Spring, MI 49781 TEL: 517-353-2222 FAX: 517-353-2222 www.wadktrim.com	REV# DATE DESCRIPTION BY
			OVERALL SITE PLAN			
© 2013 WADKTRIM, INC.						

REAL ESTATE TRANSFER TAX VALUATION AFFIDAVIT

This form is issued under authority of P.A. 134 of 1966 and 330 of 1993 as amended.

This form must be filed when you choose not to enter the amount paid for real estate on the deed. It is not necessary when the amount paid is entered on the deed. This form must be completed and signed by either the seller or his/her authorized agent.

1. County of Property Otsego		2. City or Township of Property Hayes	
3. Seller's Name and Mailing Address Wolverine Power Supply Cooperative, Inc., a Michigan non-profit corporation 10125 W. Watergate Road Cadillac, MI 49601		4. Purchaser's Name and Mailing Address Michigan Electric Transmission Company, LLC, a Michigan limited liability company 27175 Energy Way Novi, MI 48377	
5. Type and Date of Document <input type="checkbox"/> Land Contract Date: _____ <input checked="" type="checkbox"/> Deed Date: May 4, 2016		6. Cash Payment \$120,983.64	7. Amount of County Tax \$133.10
		8. Amount of Mortgage/Land Contract \$0.00	9. Amount of State Tax \$907.50
10. If consideration is less than market value, state market value.		11. Total Consideration (Add Lines 6 & 8) \$120,983.64	12. Total Revenue Stamps \$1,040.60

13. Legal Description of Real Estate Transferred

A parcel of land on part of the Southwest 1/4 and the Southeast 1/4 of Section 3, Town 30 North, Range 4 West, Hayes Township, Otsego County, Michigan, being described as: Beginning at the South 1/4 corner of said Section 3; thence North 87 degrees 25 minutes 09 seconds West, 350.00 feet along the South line of said Section 3; thence North 00 degrees 08 minutes 02 seconds East, 2121.93 feet; thence South 87 degrees 55 minutes 07 seconds East, 349.88 feet; thence North 00 degrees 08 minutes 02 seconds East, 561.32 feet along the North-South 1/4 line to the Center of said Section 3; thence South 87 degrees 55 minutes 07 seconds East, 1314.20 feet along the East-West 1/4 line of said Section 3; thence South 00 degrees 13 minutes 30 seconds West, 1337.65 feet along the East 1/8 line of said Section 3; thence North 88 degrees 09 minutes 20 seconds West, 1311.90 feet along the South 1/8 line of said Section 3; thence South 00 degrees 08 minutes 02 seconds West, 1343.16 feet to the South 1/4 of said Section 3 and the Point of Beginning.

I certify that the information above is true and complete to the best of my knowledge.

Seller's Signature: [Signature] If signer is other than the seller, print name and title.

Notarization: Jacqueline L. Bailey

Subscribed and sworn to me: Jacqueline L. Bailey Notary Public
State of Michigan; County of: Wexford on this date 5-4-2016 My commission expires on: 10-09-2018
Acting in
Missaukee

JACQUELINE L. BAILEY
NOTARY PUBLIC, STATE OF MI
COUNTY OF WEXFORD
MY COMMISSION EXPIRES Oct 9, 2018
ACTING IN COUNTY OF Missaukee

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

Property Transfer Affidavit

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). **This affidavit must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer.** The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property 5542 Van Tyle Road		2. County Otsego		3. Date of Transfer (or land contract was signed) May 5, 2016	
4. Location of Real Estate (Check appropriate field and enter name in the space below.) City <input type="checkbox"/> Township <input checked="" type="checkbox"/> Village <input type="checkbox"/> Hayes				5. Purchase Price of Real Estate \$120,983.64	
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice. 071-003-400-030-00, 071-003-300-020-00 and 071-003-300-025-01 * See Legal Description attached				6. Seller's (Transferor) Name Wolverine Power Supply Cooperative, Inc., a Michigan non-profit corporation	
				8. Buyer's (Transferee) Name and Mailing Address Michigan Electric Transmission Company, LLC, a Michigan limited liability company 27175 Energy Way, Novi, MI 48377	
				9. Buyer's (Transferee) Telephone Number 248-946-3000	
Items 10 - 15 are optional. However, by completing them you may avoid further correspondence.					
10. Type of Transfer. <u>Transfers</u> include deeds, land contracts, transfers involving trusts or wills, certain long-term leases and interest in a business. See page 2 for list. <input type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input type="checkbox"/> Deed <input type="checkbox"/> Other (specify) _____					
11. Was this property purchased from a financial institution? <input type="checkbox"/> Yes <input type="checkbox"/> No		12. Is the transfer between related persons? <input type="checkbox"/> Yes <input type="checkbox"/> No		13. Amount of Down Payment \$0.00	
14. If you financed the purchase, did you pay market rate of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No			15. Amount Financed (Borrowed) \$0.00		

EXEMPTIONS

Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- Transfer from one spouse to the other spouse
- Change in ownership solely to exclude or include a spouse
- Transfer between certain family members *(see page 2)
- Transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- Transfer to effect the foreclosure or forfeiture of real property
- Transfer by redemption from a tax sale
- Transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
- Transfer resulting from a court order unless the order specifies a monetary payment
- Transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)
- Transfer to establish or release a security interest (collateral)
- Transfer of real estate through normal public trading of stocks
- Transfer between entities under common control or among members of an affiliated group
- Transfer resulting from transactions that qualify as a tax-free reorganization
- Transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
- Transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
- Transfer of land with qualified conservation easement (land only - not improvements)
- Other, specify: _____

CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge.

Signature Michigan Electric Transmission Company, LLC		Date May 4, 2016
By: ITC Holdings Corp. Its: Manager		
Name and title, if signer is other than the owner By: Matthew S. Carstens	Daytime Phone Number 248-946-3000	E-mail Address

Matthew S. Carstens
Its: Vice President and General Counsel - Utility Operations

Exhibit A to Property Transfer Affidavit

Legal Description:

The following described premises situated in the Township of Hayes, County of Otsego, State of Michigan:

A parcel of land on part of the Southwest 1/4 and the Southeast 1/4 of Section 3, T30N, R4W, Hayes Township, Otsego County, Michigan, being described as: BEGINNING at the South 1/4 corner of said Section 3; thence N87°25'09"W, 350.00' along the South line of said Section 3; thence N00°08'02"E, 2121.93'; thence S87°55'07"E, 349.88'; thence N00°08'02"E, 561.32' along the N-S 1/4 line to the Center of said Section 3; thence S87°55'07"E, 1314.20' along the E-W 1/4 line of said Section 3; thence S00°13'30"W, 1337.65' along the East 1/8 line of said Section 3; thence N88°09'20"W, 1311.90' along the South 1/8 line of said Section 3; thence S00°08'02"W, 1343.16' to the South 1/4 of said Section 3 and the Point of Beginning, containing 57.43 acres,

Buyer's Settlement Statement

eTitle Agency, Inc.
1650 W. Big Beaver
Troy, MI 48084

Phone: (586)439-6300 Fax: (586)439-6301

Date: 05/03/16 Time: 12:13:01PM Escrow no.: 1540255ITC
Close of escrow: 05/05/16 Escrow officer:
Buyer: Michigan Electric Transmission Company, LLC, a Michigan limited liability company
Seller: Wolverine Power Supply Cooperative, Inc., a Michigan non-profit corporation
Property location: 5542 Van Tyle Road
Gaylord, MI 49735

	Buyer	
	Debit	Credit
Financial Consideration		
Contract sales price	120,983.64	
Prorations/Adjustments		
City/Town taxes 05/05/16 - 07/01/16	158.51	
County taxes 05/05/16 - 12/01/16	528.91	
*Purchase price paid outside of closing by METC		120,983.64
Escrow Charges		
Settlement or closing fee to eTitle Agency, Inc.	300.00	
Recording Charges		
Recording fees to Otsego County Register of Deeds	20.00	
Certification to Otsego County Treasurer	15.00	
Recording Processing fee to eTitle Agency, Inc.	25.00	
Record Access Easement to Otsego County Register of Deeds	29.00	
Record Transmission Line Easement to Otsego County Register of Deeds	29.00	
Release of Certificate of Indenture to Otsego County Register of Deeds	29.00	
Record Release of Notice of Commencement to Otsego County Register of Deeds	20.00	
Subtotals	122,138.06	120,983.64
Balance Due FROM Buyer		1,154.42
TOTALS	122,138.06	122,138.06

Buyer

Michigan Electric Transmission Company, LLC, a
Michigan limited liability company

By: ITC Holdings Corp., a Michigan corporation
Its: Manager



By: Matthew S. Carstens
Its: Vice President and General
Counsel-Utility Operations

*Purchaser and Seller hereby acknowledge and agree that the payment of the proceeds to Seller will be made outside of this Closing pursuant to the terms set forth in Section 9.3(b) of the Van Tyle Transmission Station Asset Purchase Agreement by and between Purchaser and Seller.

**Purchaser and Seller hereby acknowledge and agree that the payment of the Balance Due FROM Seller in the amount of \$1,437.38 shall be made by Purchaser by wire transfer at Closing and that Purchaser will be reimbursed by Seller pursuant to the terms set forth in Section 9.3(b) of the Van Tyle Transmission Station Asset Purchase Agreement by and between Purchaser and Seller.

Seller's Settlement Statement

eTitle Agency, Inc.
1650 W. Big Beaver
Troy, MI 48064

Phone: (586)439-6300 Fax: (586)439-6301

Date: 05/03/16 Time: 12:13:22PM Escrow no.: 1540255ITC
 Close of escrow: 05/05/16 Escrow officer:
 Buyer: Michigan Electric Transmission Company, LLC, a Michigan limited liability company
 Seller: Wolverine Power Supply Cooperative, Inc., a Michigan non-profit corporation
 Property location: 5542 Van Tyle Road
 Gaylord, MI 49735

	Seller	
	Debit	Credit
Financial Consideration		
Contract sales price		120,983.64
Prorations/Adjustments		
City/Town taxes 05/05/16 - 07/01/16		158.51
County taxes 05/05/16 - 12/01/16		528.91
* Purchase price paid outside of closing by METC	120,983.64	
Escrow Charges		
Settlement or closing fee to eTitle Agency, Inc.	300.00	
Title Charges		
Owner's policy premium to eTitle Agency, Inc.	784.20	
Recording Charges		
City/County tax/stamps to Otsego County Register of Deeds	133.10	
State tax/stamps to Otsego County Register of Deeds	907.50	
Subtotals	123,108.44	121,671.06
Balance Due FROM Seller		1,437.38**
TOTALS	123,108.44	123,108.44

Seller

Wolverine Power Supply Cooperative, Inc., a
Michigan non-profit corporation

BY: 
Joseph W. Hughes
Its: Land Management Supervisor

*Purchaser and Seller hereby acknowledge and agree that the payment of the proceeds to Seller will be made outside of this Closing pursuant to the terms set forth in Section 9.3(b) of the Van Tyle Transmission Station Asset Purchase Agreement by and between Purchaser and Seller.

**Purchaser and Seller hereby acknowledge and agree that the payment of the Balance Due FROM Seller in the amount of \$1,437.38 shall be made by Purchaser by wire transfer at Closing and that Purchaser will be reimbursed by Seller pursuant to the terms set forth in Section 9.3(b) of the Van Tyle Transmission Station Asset Purchase Agreement by and between Purchaser and Seller.

MEMORANDUM

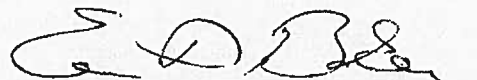
TO: Whom It May Concern

FROM: Eric Baker

DATE: April 27, 2016

RE: Delegation of Authority for Van Tyle Transmission Station Closing

Wolverine Power Supply Cooperative, Inc. ("**Wolverine**") is in the process of selling personal property and real estate to Buyers, **Michigan Electric Transmission Company, LLC**, for Wolverine's Van Tyle Transmission Station located in Hayes Township, Otsego County, Michigan ("**Van Tyle Transmission Station**"). A closing is currently scheduled for **May 5, 2016**. I delegate my authority to sign all necessary documents related to the Van Tyle Substation closing to Joseph W. Hughes, Wolverine Land Management Supervisor, or Brian L. Warner, Wolverine Vice President of Environmental Strategy, but for no other reason. This Delegation of Authority shall remain in effect until **May 31, 2016**, or until terminated by me in writing earlier.



By: Eric D. Baker

Its: President & CEO

Date: April 27, 2016

RELEASE OF NOTICE OF COMMENCEMENT

State of Michigan)

County of Missaukee)

The undersigned, being duly sworn, deposes and says that he is the duly authorized representative of the owner of the real estate located in the Township of Hayes, County of Otsego, State of Michigan and described as:

Commonly known as: 5542 VanTyle Road, Gaylord, MI 49735

Tax Item No: 071-003-300-020-00, 071-003-400-030-00 and 071-003-300-025-01 for 2016.

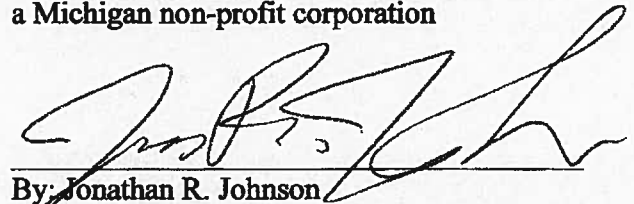
Split from 071-003-300-028-01

And that as such duly authorized representative of the owner states that:

Construction of an improvement to the above described property, as anticipated by the Notice of Commencement dated October 23, 2015, recorded November 2, 2015, in Otsego County in Liber 1388, Page 630, is substantially complete and that all parties supplying labor and/or materials to this project have been paid in full through the most recent invoices.

Date: May 5, 2016

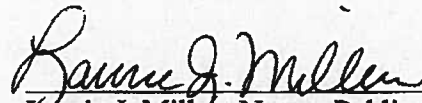
Wolverine Power Supply Cooperative, Inc.,
a Michigan non-profit corporation



By: Jonathan R. Johnson
Its: Electrical Engineer – Van Tyle Transmission
Project Manager

State of Michigan)
 ss.
County of Missaukee)

The foregoing instrument was acknowledged before me on this 5th day of May, 2016, by Jonathan R. Johnson, the Electrical Engineer – Van Tyle Transmission Project Manager of Wolverine Power Supply Cooperative, Inc., a Michigan non-profit corporation.



Laurie J. Millen, Notary Public
County of Osceola, State of Michigan
Acting in Missaukee County, Michigan
My commission expires: January 9, 2019

Drafted by and when recorded return to:

Brian E. Valice (P43735)
Wolverine Power Supply Cooperative, Inc.
10125 W. Watergate Road
Cadillac, MI 49601
(231) 775-5700



1650 W. Big Beaver Road
Troy, MI 48064
P 248 602 3100
F 248 502 3101
www.etitleagency.com

Re: Buyer's Responsibility for
(a) Property Transfer Affidavit

I/We, Michigan Electric Transmission Company, LLC, a Michigan limited liability company, the buyer(s), understand that it is my/our responsibility to file the Property Transfer Affidavit.

I/We agree to release, indemnify, hold harmless, eTitle Agency, Inc., and their agents, attorneys, servants, successors, heirs, executors, and administrators from any and all responsibility if said filing is not done in proper fashion.

I/We fully understand that it is my/our responsibility to make sure that the document is filed with the appropriate municipal, county, or state agency.

Dated: May 5, 2016

Michigan Electric Transmission Company, LLC, a Michigan limited liability company

By: ITC Holdings Corp., a Michigan corporation
Its: Manager

BY: Matthew S. Carstens
Its: Vice President and General Counsel-Utility Operations

County of Oakland

State of Michigan

Subscribed and sworn to before me this May 5, 2016.

Cynthia Alain
Notary Public

Commission expires: 9/19/2021

Acting in Oakland County.

CYNTHIA ALAIN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 19, 2021
ACTING IN COUNTY OF Oakland

**OWNER'S AFFIDAVIT/ESTOPPEL CERTIFICATE
COMPLIANCE AGREEMENT**

File No.: 1540255ITC

Date: May 5, 2016

Lender:

Property Address: 5542 Van Tyle Road, Gaylord, MI 49735

(To be executed by the Buyer/Borrower)

The undersigned further certify that, unless otherwise indicated in the title commitment or ALTA survey, the property is owned and occupied exclusively by them on the date hereof. The undersigned further certify that they are 18 years of age or older.

Michigan Electric Transmission Company, LLC, a Michigan limited liability company

By: ITC Holdings Corp., a Michigan corporation

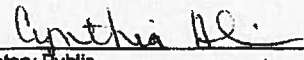
Its: Manager

BY: 

Matthew S. Carstens

Its: Vice President and General Counsel-Utility Operations

ACKNOWLEDGED, SUBSCRIBED and SWORN to before me this 5th day of May, 2016.


Notary Public
My commission expires: 9/19/2021

CYNTHIA ALAIN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 19, 2021
ACTING IN COUNTY OF Oakland

**OWNER'S AFFIDAVIT/ESTOPPEL CERTIFICATE
COMPLIANCE AGREEMENT**

File No.: 1540255ITC
Date: May 5, 2016
Property Address: 5542 Van Tyle Road, Gaylord, MI 49735

Forwarding Address _____

(To be executed by all parties shown as vested owners in the commitment for title insurance.)

Affiant makes the representations contained herein to induce the purchaser and/or lender to consummate the transaction referenced in the commitment, to obtain the proceeds of the sale or loan, and to induce eTitle Agency, Inc. to issue a policy(s) of title insurance on behalf of the underwriter named in the commitment. Affiant further agrees that in the event it is determined there are unpaid charges which were due and payable at the time of closing, and which are the responsibility and obligation of the Affiant, that the Affiant shall pay any and all amounts so charged and shall provide proof of payment of same to eTitle Agency, Inc.. Affiant further agrees and covenants, if requested by eTitle Agency, Inc., to fully cooperate and adjust for clerical errors in any closing documents, including but not limited to, repayment of any overpayments and executing duplicate closing documents.

The undersigned, being first duly sworn, deposes and says as follows:

1. That Affiant is 18 years of age or older, is a citizen of the United States, has not married or divorced since purchasing the Real Estate, and has not used or been known by any other name;
2. That Affiant is the owner of certain premises described in Commitment No. 1540255ITC, and has not filed, nor is subject to any bankruptcy, receivership, or insolvency proceedings;
3. That the Affiant is in possession of said property and there are no other parties in possession or claiming rights of possession; (NONE unless noted) _____
4. The Affiant has no knowledge of any unrecorded water, mineral, gas or oil rights, unrecorded easements or claims of easements, boundary line disputes or claims of such grants or rights relative there; (NONE, unless noted) _____
5. That there are no proceedings instituted or undertaken by anyone which will result in a lien or special assessment upon the premises. There are no delinquent taxes, special assessments, water bills, utility bills, or Homeowner's Association fees covering the subject property; (NONE, unless noted) _____
6. That Affiant has no knowledge of any other matters affecting the title including but not limited to: mortgages, liens, land contracts, options or other encumbrances other than those which are being paid from the sale or loan proceeds; (NONE, unless noted) _____
7. ~~That there have been no improvements made nor labor or materials furnished to the premises within the last 90 days; (NONE, unless noted)~~ _____ *Sh.*

Wolverine Power Supply Cooperative, Inc., a Michigan non-profit corporation

BY: *Joseph W. Hughes*
Joseph W. Hughes
Its: Land Management Supervisor

ACKNOWLEDGED, SUBSCRIBED and SWORN to before me this ^{3rd} ~~5th~~ day of May, 2016.

Jacqueline L. Bailey
Notary Public
My commission expires: 10/09/2018

JACQUELINE L. BAILEY
NOTARY PUBLIC, STATE OF MI
COUNTY OF WEXFORD
MY COMMISSION EXPIRES Oct 9, 2018
ACTING IN COUNTY OF *Missaukee*

CERTIFICATE OF NON-FOREIGN STATUS

Wolverine Power Supply Cooperative, Inc.

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform Michigan Electric Transmission Company, LLC, a Michigan limited liability company (the "Transferee") that withholding of tax is not required upon the disposition of a U.S. real property interest by Wolverine Power Supply Cooperative, Inc., a Michigan corporation (the "Transferor"), the undersigned hereby certify to Transferee the following:


1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulation);
2. Transferor's U.S. Employer Identification Number / Taxpayer Identifying Number is 38-1326766.
3. Transferor's address is: 10125 W. Watergate Road, Cadillac, MI 49601.

Under penalty of perjury the undersigned, in the capacity set forth below, hereby declares that he has examined this certification and to the best of his knowledge and belief it is true, correct, and complete, and the undersigned further declares that he has the authority to sign this document in such capacity.

Dated: May ^{24.}5, 2016
3

Wolverine Power Supply Cooperative, Inc.,

a Michigan non-profit corporation

By: 

Print Name: Joseph W. Hughes

Its: Land Management Supervisor

[SPACE ABOVE LINE RESERVED FOR RECORDER]

Drafted by and after recording, mail to:
Brian E. Valice (P43735)
Staff Attorney
Wolverine Power Supply Cooperative, Inc.
10125 W. Watergate Road, Cadillac, MI 49601
(231) 775-5700

CROSS-REFERENCES to Deed Book
and Pages in Otsego County, Michigan
records are identified in Exhibit B
attached hereto.

PARTIAL RELEASE OF LIEN

PARTIAL RELEASE OF LIEN (this "Partial Release") made as of May 5, 2016, by **U.S. BANK NATIONAL ASSOCIATION**, as trustee (the "Trustee") under that certain Indenture of Mortgage, dated as of December 1, 2008, made by the Company (as defined below) to the Trustee, as supplemented and amended (as so supplemented and amended, the "Indenture"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Indenture), to **WOLVERINE POWER SUPPLY COOPERATIVE, INC.** (the "Company") and its successors and assigns in the Released Property (as hereinafter defined).

WHEREAS, the Company has heretofore executed and delivered to the Trustee the Indenture for the purpose of securing its Existing Obligations and providing for the authentication and delivery of Additional Obligations by the Trustee from time to time under the Indenture; and

WHEREAS, the Company has requested the release of certain property from the lien of the Indenture pursuant to Section 5.2 of the Indenture;

NOW, THEREFORE, THESE PRESENTS WITNESSETH that, in consideration of the sum of one dollar in hand paid by the Company to the Trustee at the time of delivery of these presents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trustee does hereby **CONVEY AND QUITCLAIM** to the Company and its successors and assigns in the property and interests described on Exhibit A attached hereto (the "Released Property") all right, title, lien and interest of the Trustee in the Released

Property under or by virtue of the Indenture or otherwise and does hereby **RELEASE AND DISCHARGE OF RECORD** any and all such rights, title, liens and interests of the Trustee under or by virtue of the Indenture or otherwise in the Released Property.

The effect of this Partial Release shall be that any and all rights, title, liens and interests of the Trustee in the Released Property, whether recorded or filed or not, are hereby released, and it is the intention of the Trustee that all such rights, title, liens and interests of the Trustee in the Released Property shall be discharged of record. This Partial Release is made by the Trustee and accepted by the Company on the express condition that it shall not in any way affect or impair the rights, title, liens and interests of the Indenture upon other premises and properties now subject to the Indenture and not expressly released hereby.

This Partial Release is made by the Trustee and accepted by the Company without representation, covenant or warranty, express or implied, at law or in equity, and without recourse to the Trustee in any event or in any contingency.

U.S. Bank National Association is executing this Partial Release solely in its capacity as Trustee under the Indenture and not in its individual capacity. In connection with its execution and acting hereunder, the Trustee is entitled to all rights, privileges, protections, immunities and benefits provided to it under the Indenture, as though fully set forth herein.

[Signatures Appear on the Following Page.]

IN WITNESS WHEREOF, the Trustee has caused this instrument to be duly executed all as of the date first written above.

Trustee:

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

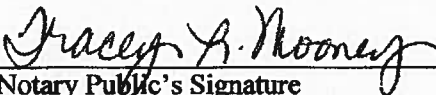
By: 

Name: James Kowalski

Title: Vice President

STATE OF MICHIGAN §
§
COUNTY OF Wayne §

This instrument was acknowledged before me on this 3rd day of May, 2016, by James Kowalski, Vice President of U.S. Bank National Association, on behalf of said national banking association.


Notary Public's Signature

TRACEY L. MOONEY, Notary Public
Notary Public, State of Michigan
County of Wayne, Michigan
My Commission Expires Oct 31, 2018
Acting in the County of Wayne
My Commission expires: _____

(Seal)

EXHIBIT A

Van Tyle Transmission Station

Non-Real Property Transmission Assets

Project Overview:

Van Tyle Transmission Station is a 4 row, 11 breaker transmission station that loops in the Wolverine-owned Gaylord – Advance 138kV circuit and the Michigan Electric Transmission Company, LLC (“METC”)–owned Livingston – Stover 138kV circuit.

Protection & Control Overview:

Relay Panels

- 7 – RD3048 – Fiber optic current differential (SEL-311Ls)
- 2 – RD1037 – Bus Differential (SEL-551s)
- 4 – RD3064-SX – Line Breaker Control (SEL-351S)
- 3 – RD3064-SY – Line Breaker Control (SEL-351S)
- 2 – RD3024-SX – Tie Breaker Control (SEL-351S)
- 2 – RD3024-SY – Tie Breaker Control (SEL-351S)
- 1 – RD0100 – DFR Panel
- 2 – RD4025 – Remote Synchronization (SEL-351S)

Batteries

- 2 – 125VDC, 365Ah Flooded lead calcium battery bank.

36-Strand OPGW on the Van Tyle - Livingston #1, Van Tyle – Livingston #2 substation

Other Major Equipment:

- Gas Circuit Breakers
(GCB):
Eleven (11) 145kV, 3000A rated, 40kAIC GCB, w/ -40C Cabinet Heaters.
- Disconnect
Switches:
Twenty Two (22) 138kV, 3000A rated, 550kV BIL disconnect switches.
- CCVTs:
Twenty Three (23) 145kV, 3-winding, 550kV BIL CCVT.
- SSVTs:
Two (2) 138kV, 100kVA 650kV BIL SSVT
- Surge Arresters:
120kV, underhung, 88kV MCOV, polymer surge arresters.
- Insulators:
120kV, station post, Porcelain insulators.
120kV, suspension, polymer insulators.

Van Tyle Transmission Station

Real Property

The real property that is being transferred consists of a portion of three parcels (Property Identification Numbers: 071-003-300-020-00, 071-003-400-030-00 and 071-003-300-025-01), resulting in a total of 57.43 acres to be transferred by Wolverine to METC. The legal description for the real property to be transferred by Wolverine to METC as contemplated by the Asset Purchase Agreement is as follows:

A parcel of land on part of the Southwest 1/4 and the Southeast 1/4 of Section 3, T30N, R4W, Hayes Township, Otsego County, Michigan, being described as: BEGINNING at the South 1/4 corner of said Section 3; thence N87°25'09"W, 350.00' along the South line of said Section 3; thence N00°08'02"E, 2121.93'; thence S87°55'07"E, 349.88'; thence N00°08'02"E, 561.32' along the N-S 1/4 line to the Center of said Section 3; thence S87°55'07"E, 1314.20' along the E-W 1/4 line of said Section 3; thence S00°13'30"W, 1337.65' along the East 1/8 line of said Section 3; thence N88°09'20"W, 1311.90' along the South 1/8 line of said Section 3; thence S00°08'02"W, 1343.16' to the South 1/4 of said Section 3 and the Point of Beginning, containing 57.43 acres.

EXHIBIT B

Schedule of Original and Supplemental Indentures

1. Original Indenture, dated as of December 1, 2008, between Wolverine and the Trustee, and filed for record on December 22, 2008 in Otsego County in Liber L1187 at Page 607.
2. First Supplemental Indenture, dated as of July 23, 2009, between Wolverine and the Trustee, and filed for record on July 31, 2009 in Otsego County in Liber L1208 at Page 603.
3. Second Supplemental Indenture, dated as of May 12, 2010, between Wolverine and the Trustee, and filed for record on May 13, 2010 in Otsego County in Liber L1229 at Page 647.
4. Third Supplemental Indenture, dated as of August 10, 2010, between Wolverine and the Trustee, and filed for record on August 12, 2010 in Otsego County in Liber L1235 at Page 899.
5. Fourth Supplemental Indenture, dated as of September 1, 2011, between Wolverine and the Trustee, and filed for record on September 1, 2011 in Otsego County in Liber L1265 at Page 923.
6. Fifth Supplemental Indenture, dated as of November 11, 2013, between Wolverine and the Trustee, and filed for record on November 14, 2013 in Otsego County in Liber L1335 at Page 706.
7. Sixth Supplemental Indenture, dated as of August 12, 2015, between Wolverine and the Trustee, and filed for record on August 14, 2015 in Otsego County in Liber L1382 at Page 405.

AGREEMENT CONCERNING THE ALPINE INTERCONNECTION FACILITIES

Between

MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC

And

WOLVERINE POWER SUPPLY COOPERATIVE, INC.

This Agreement Concerning the Alpine Interconnection Facilities (“**Agreement**”) is entered into as of April 30th, 2015 by and between Wolverine Power Supply Cooperative, Inc., a Michigan non-profit generation and transmission electric cooperative (“**Wolverine**”) and Michigan Electric Transmission Company, LLC, a Michigan limited liability company (“**METC**”) (collectively, with Wolverine, the “**Parties**”, each, a “**Party**”) sets forth the agreement between the Parties concerning the development of the Alpine Interconnection Facilities, to be located near the Alpine Power Plant (defined below) in Elmira, Michigan (“**Interconnection Station**”) and related line interconnection facilities needed to (i) interconnect the Interconnection Station to Wolverine’s Alpine Power Plant, to be comprised of two (2) 216 MW simple-cycle natural gas generating units with a total nameplate output of 432 MW (“**Generation Facilities**” or “**Alpine Power Plant**”) and (ii) interconnect the Interconnection Station with METC’s 138 kV Livingston to Stover Transmission Line (the “**Line Upgrade**”), as contemplated under Midcontinent Independent System Operator, Inc. (“**MISO**”) Project No. J392. The Interconnection Station and the Line Upgrade shall be referred to collectively in this Agreement as the “**Facilities**”.

- A. Wolverine desires to complete certain work prior to the resolution of the required MISO Generator Interconnection Procedures Definitive Planning Phase (“DPP”) studies (i.e., the MISO System Impact Study and MISO Facility Study). The Parties enter into this Agreement in order to expedite the completion of the Facilities, at Wolverine’s request and with Wolverine assuming all risk and liability associated with completing the Facilities in advance of the resolution of the MISO DPP and MISO Generator Interconnection Agreement (“MISO GIA”) processes, except if the result of METC’s sole negligence.
- B. The Parties acknowledge and agree that their intentions are for METC to own and have control over the Facilities that the MISO DPP process determines are network upgrades or Transmission Owner Interconnection Facilities (as defined in the MISO GIA) related to the Facilities (“Network Upgrades”). All other METC or Wolverine transmission facilities (whether new or upgrades) will be addressed separately through the MISO DPP and MISO GIA processes.
- C. The Parties intend to enter into a MISO GIA upon completion of the MISO DPP process.
- D. METC is interested in cooperating with Wolverine upon the terms, conditions, and limitations set forth in this Agreement.

Therefore, and for valuable consideration, Wolverine and METC agree as follows:

1. Wolverine will undertake the engineering, procurement, construction and commissioning of the Facilities as follows:
 - a) A generic one-line diagram showing the approximate layout of the Interconnection Station is shown in Exhibit A.

- b) Consistent with the option to build provisions in the MISO GIA, Wolverine shall engineer, procure equipment, construct and commission the Facilities using Good Utility Practice (as defined in the MISO GIA), in compliance with requirements of law and using standards and specifications provided in advance by METC by the due date provided in Exhibit B. Wolverine shall also perform land acquisition for the Facilities. Wolverine shall acquire any required easements and real estate rights with customary real estate and vegetation standards and specifications provided by METC by the due date provided in Exhibit B. METC disclaims any warranties of any standards and specifications that it provides to Wolverine.
- c) METC shall be entitled to monitor the construction of the Facilities.
- d) METC acknowledges Wolverine's project milestone dates specified in Exhibit B. In the event that METC does not meet the due dates for Milestones 1 and 2 set forth in Exhibit B, Wolverine shall have the right to proceed with the project and move forward with the work schedule as set forth in Exhibit B in accordance with Good Utility Practice.
- e) Wolverine, in coordination with METC, shall commission the Facilities and Wolverine shall convey such Facilities prior to the commercial operation date of the Facilities.
2. Wolverine will separately track the costs for engineering, procuring, constructing and commissioning the network upgrades and the Transmission Owner Interconnection Facilities.
3. Following successful testing by Wolverine and METC in accordance with Section 1(e) above, including Wolverine providing reasonable assurances that the Network Upgrades

are ready to be operational, Wolverine shall convey the Network Upgrades to METC pursuant to mutually acceptable customary instruments of conveyance effectuating the transfer of title of all the personal and real properties associated with the Network Upgrades. METC will pay Wolverine for the estimated costs and expenses incurred by Wolverine in the engineering, procurement, construction and commissioning of the Network Upgrades that are subject to reimbursement pursuant to the MISO GIA process within ten (10) business days from the commercial operation date of the Facilities, it being understood that Wolverine shall be financially responsible for any costs and expenses associated with such Network Upgrades that are not subject to reimbursement under the MISO GIA process. Not later than ninety (90) days from the date that METC makes the estimated payment to Wolverine for the Network Upgrades, Wolverine shall provide to METC for its review a final true-up amount calculating the difference between the estimated payment and the actual costs and expenses subject to reimbursement pursuant to this Agreement. The Party that owes any payment pursuant to the final true-up calculation shall make the corresponding payment to the other Party within ten (10) business days of receiving the final true-up payment invoice.

4. The Parties shall use commercially reasonable efforts to transfer the Network Upgrades to METC prior to the Facilities being energized. The Parties acknowledge and agree that the transfer of the Facilities to METC after the date that such Facilities become energized will require METC to file for approval of the transfer with the Federal Energy Regulatory Commission ("FERC") under Section 203 of the Federal Power Act. If a FERC 203 filing is required because the conveyance of the Facilities occurs after the in service date of the Facilities, (i) the effective date of the transfer shall be the date that FERC approves

such filing; and (ii) the transfer price for the Facilities shall be reduced by the applicable accumulated depreciation associated with such Facilities.

5. Wolverine shall ensure that all subcontractor warranties obtained in connection with the installation of the Facilities are assignable to METC under the terms of the warranty and agrees to assign such warranties to METC as of the date of the conveyance of such Facilities to METC.
6. The risk of damage to, or loss of, any material, equipment, supplies or other property associated with the Facilities shall remain with Wolverine until conveyance of such Facilities to METC in accordance with Section 2 above.
7. Wolverine shall indemnify METC for any claims arising from Wolverine's construction of the Facilities under the terms and procedures applicable to Article 18.1 (Indemnity) of the MISO *pro forma* Generator Interconnection Agreement.
8. All information not available to the public and supplied in or under this Agreement and marked or otherwise designated by the Party disclosing the information ("**Discloser**") as confidential, including, without limitation, METC's design standards and specifications, shall be considered confidential and proprietary information ("**Confidential Information**"). The Party receiving the Confidential Information ("**Recipient**") shall:
 - (a) treat as confidential all Confidential Information, (b) not at any time disclose any of the Confidential Information to any other Person, without the prior written consent of the Discloser, and (c) not use Confidential Information for any reason or purpose other than for the purposes of this Agreement; provided, however, that the Recipient may disclose the Confidential Information only: (i) to those of its employees or representatives who have a need to know such information for the purposes of carrying out this Agreement,

and are informed of the confidential nature of such information; or (ii) as compelled by law or judicial or regulatory process.

9. This Agreement is not intended to contravene the MISO GIA or the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff ("MISO Tariff") and to the extent of any conflicts, the provisions of the MISO GIA or the MISO Tariff shall prevail.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
11. The Parties agree that they are each independent from the other Party and are not an agent, servant or representative of the other Party.
12. This Agreement constitutes the entire agreement among the Parties regarding the subject matter of this Agreement. No modification to any of the provisions of this Agreement shall be binding unless reduced to writing and approved by the duly authorized representatives of Wolverine and METC. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

**MICHIGAN ELECTRIC TRANSMISSION
COMPANY, LLC**

By: ITC Holdings Corp., its Manager

By: *Linda H. Blain*
Name: *Linda H. Blain*
Title: *Exec VP Chief Business Unit Officer
and President, ITC Michigan*

**WOLVERINE POWER SUPPLY
COOPERATIVE, INC.**

By: _____
Name: Eric D. Baker
Title: President & CEO

Signature Page to Agreement Concerning the Alpine Interconnection Facilities

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

**MICHIGAN ELECTRIC TRANSMISSION
COMPANY, LLC**

By: ITC Holdings Corp., its Manager

By: _____
Name: Linda H. Blair
Title: Executive Vice President & CBO

**WOLVERINE POWER SUPPLY
COOPERATIVE, INC.**

By: Eric D. Baker
Name: Eric D. Baker
Title: President & CEO

APPROVED AS TO FORM:

Brian E. Valice
BRIAN E. VALICE, STAFF ATTORNEY

TEK 4/29/2015
KM 4/29/2015
L 4/27/15

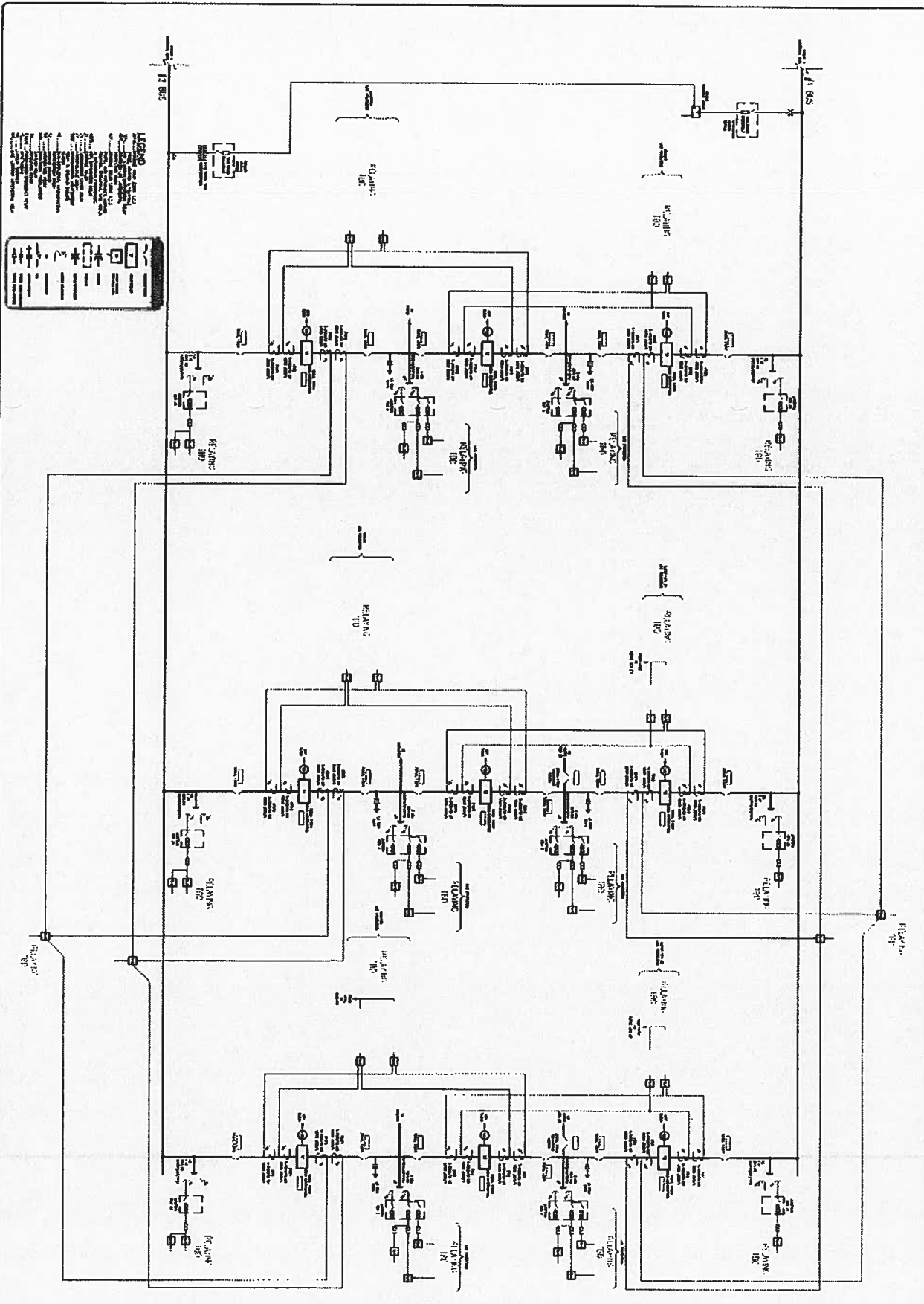
Exhibit A

[One-Line Diagram of Interconnection Station]

See attached

LEGEND

Symbol	Description
...	...



CRITICAL ENERGY INFRASTRUCTURE INFORMATION - DO NOT RELEASE

010
 11/11/2011 10:44 AM
 PROJECT: ALPINE BREAKER STATION
 SHEET: 010 OF 2000

ALPINE BREAKER STATION
 ONE-LINE DIAGRAM: SUBSTATION

THIS DOCUMENT IS THE PROPERTY OF WOLVERINE POWER COOPERATIVE AND IS INTENDED FOR YOUR USE ONLY. IT IS NOT TO BE REPRODUCED, COPIED, OR DISTRIBUTED OUTSIDE YOUR COMPANY WITHOUT THE WRITTEN PERMISSION OF WOLVERINE POWER COOPERATIVE. THE INFORMATION CONTAINED HEREIN IS CONFIDENTIAL AND IS NOT TO BE RELEASED TO THE PUBLIC OR TO ANY OTHER PARTY WITHOUT THE WRITTEN PERMISSION OF WOLVERINE POWER COOPERATIVE.

WOLVERINE POWER COOPERATIVE
 1111 W. 10TH ST. S. SPOKANE, ID 83402
 TEL: 208.325.5000 FAX: 208.325.5001
 WWW.WOLVERINEPOWER.COOP

NO. 1	DATE	DESCRIPTION

Exhibit B

Project Milestones

Milestone	Milestone Description	Due Date
1	Engineering Standards and Specifications provided by METC	5/1/2015
2	Easement and Vegetation Management Standards	5/1/2015
3	One-Line Diagram and Interconnection Station Layout Complete	4/24/2015
4	Materials Procurement (PO Issue Dates)	
4.A	Structural Steel Procurement	5/15/2015
4.B	Circuit Breaker Procurement	7/6/2015
4.C	Control House and Relay Protection Cabinet Procurement	7/15/2015
4.D	Switch Procurement	8/3/2015
4.E	Balance of Station Equipment Procurement	8/12/2015
5	Design Engineering Complete	9/1/2015
6	Commence Construction	10/1/2015
7	Commence Commissioning	4/4/2016
8	Construction/Commissioning Complete	5/16/2016