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MADISON COUNTY IOWA

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Type of Document

Assignment and Assumption Agreement

✓ **Return to:** Jeanne Archie, ITC Midwest LLC, 123 5th St. SE, Cedar Rapids, IA
52401, (319) 297-6764

Prepared By: Gabriel Valle, ITC Holdings Corp., 27175 Energy Way, Novi, MI
48377 (248) 946-3578

First Party:

Central Iowa Power Cooperative (CIPCO)
PO Box 2517
Cedar Rapids, IA 52406-2517

Second Party:

ITC Midwest LLC
27175 Energy Way
Novi, MI 48377

Legal Description

See Attached "Exhibit A"

PREPARED BY: Jenny Kim, ITC Holdings Corp., 27175 Energy Way, Novi, MI 48377 – (248) 946-3000
AFTER RECORDING RETURN TO: Jeanne Archie, ITC Midwest LLC, 123 5th Street, SE, Cedar Rapids, Iowa 52401 (319)297-6764

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into this 11th day of October, 2010, by and between CENTRAL IOWA POWER COOPERATIVE ("CIPCO"), an Iowa corporation, and ITC MIDWEST LLC, a Michigan limited liability company ("ITC MIDWEST").

RECITALS:

WHEREAS, CIPCO owns and operates a 10.04 mile section of a 36,230 volt electric transmission line and associated facilities, beginning in the Southeast quarter (SE 1/4) of Section 19, Township 74 North, Range 24 West of the 5th P.M., Warren County, Iowa; thence West to a point in the Northwest quarter (NW 1/4) of Section 22, Township 74 North, Range 26 West of the 5th P.M., Madison County, Iowa (the "Truro Line").

WHEREAS, pursuant to that certain Bill of Sale by and between CIPCO and ITC MIDWEST dated as of even date hereof (the "Bill of Sale"), CIPCO transferred all of the transmission assets and associated facilities related to the Truro Line, as more particularly described in the Bill of Sale, to ITC MIDWEST.

WHEREAS, Southwestern Federated Power Cooperative, a predecessor in interest to CIPCO, obtained easements from various landowners relative to the Truro Line ("Truro Line Easements"), which are more particularly described on the attached Exhibit A.

WHEREAS, CIPCO became a successor in interest to Southwestern Federated Power Cooperative effective as of June 1, 1968, by way of merger or consolidation.

WHEREAS, except as it relates to "Easement #158" and "Easement #159" (as later defined), CIPCO now desires to assign, transfer and set over unto ITC MIDWEST, all of CIPCO's rights, title and interest in and to the Truro Line Easements.

WHEREAS, ITC MIDWEST desires to assume all of CIPCO's rights, title and interest in and to the Truro Line Easements.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Assignment and Assumption. For good and valuable consideration, the receipt of which is hereby acknowledged, and except as otherwise set forth in Section 2 of this Agreement, CIPCO does hereby assign, transfer and set over unto ITC MIDWEST and ITC MIDWEST hereby assumes all of CIPCO's rights, title and interest in and to the Truro Line Easements. This Assignment, and the rights, obligations and interests assigned hereby, shall be perpetual and shall run with the lands described within the Truro Line Easements, and shall be binding upon and inure to the benefit of CIPCO and ITC MIDWEST, and each and all of their respective successors and assigns.

2. Partial Assignment of Easement #158 and Easement #159. For the purpose of this Agreement, "Easement #158" shall be defined as that certain easement listed as Easement Number 158 in the attached Exhibit A, and "Easement #159" shall be defined as that certain easement listed as Easement Number 159 in the attached Exhibit A. CIPCO and ITC MIDWEST hereby agree that CIPCO does hereby transfer and set over unto ITC MIDWEST and ITC MIDWEST hereby assumes all of CIPCO's rights, title and interest in and to Easement #158 and Easement #159, except CIPCO hereby reserves the right to jointly use Easement #158 and Easement #159 with ITC MIDWEST for the sole purpose of maintenance, operation, and replacement as necessary of CIPCO's switch structure and associated facilities ("CIPCO's Permitted Use"). However, at no time whatsoever shall CIPCO's Permitted Use interfere with any of the rights assigned to ITC MIDWEST pursuant to this Agreement, and at no time shall CIPCO's Permitted Use interfere with the operation or maintenance of (or ITC MIDWEST's unimpeded access to) any of ITC MIDWEST's facilities, or to in any way affect or interrupt the continuity of service of ITC MIDWEST as provided by any of said facilities. ITC MIDWEST shall not be required to incur any cost or expense as a result of CIPCO's Permitted Use. In case it shall be necessary, in ITC MIDWEST's sole opinion, to change any utility facilities or other structures located upon the land described in Easement #158 or Easement #159 or upon the adjoining land, in order to accommodate any work to be done in connection with CIPCO's Permitted Use, ITC MIDWEST shall be reimbursed by CIPCO for its actual cost and expense incurred thereby. CIPCO shall be solely responsible for the maintenance and repair of any and all equipment or assets owned by CIPCO which are located on, under, over or within the land described in Easement #158 and Easement #159. Further, CIPCO shall be solely responsible for repairing or replacing any damage it causes to the land described in Easement #158 and Easement #159 or any portion thereof. CIPCO shall not assign or transfer the rights reserved to CIPCO in this Section to another party without the prior written consent of ITC Midwest.

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

4. This Assignment, and the rights, obligations and interests assigned hereby, shall be perpetual and shall run with the lands described within the Truro Line Easements, and shall be binding upon and inure to the benefit of ITC MIDWEST and CIPCO and each and all of their respective successors and assigns. This Assignment shall be construed in accordance with the laws of the State of Iowa.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment and Assumption Agreement as of the day and year first above written.

CENTRAL IOWA POWER COOPERATIVE,
an Iowa corporation

By: Richard Anderson

Its: Vice President, of Utility Operations

ITC MIDWEST LLC, a Michigan limited liability company

By: ITC Holdings Corp., a Michigan corporation, its
sole member

By: Jon E. Jipping
Name: Jon E. Jipping
Title: EvP & CEO



ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA)

COUNTY OF LINN) ss:

On this 6th day of October, AD. 2010 before me,
the undersigned, a Notary Public in and for said State,
personally appeared

Richard Anderson

_____ to me personally known

or _____ provided to me on the basis of
satisfactory evidence to be the persons(s) whose name(s)
is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted,
executed the instrument.

NOTARY SEAL

Jacob Shipp
(Sign in Ink)

Jacob Shipp

(Print/type name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
X _____ CORPORATE
Title(s) of Corporate Officers(s):

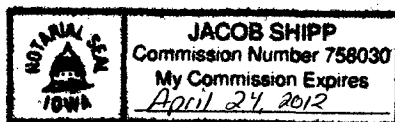
_____ N/A
X _____ Corporate Seal is affixed
_____ No Corporate Seal procured

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s),
_____ ADMINISTRATOR(s),
_____ or TRUSTEE(s):
_____ GUARDIAN(s)
_____ or CONSERVATOR(s)
_____ OTHER

SIGNER IS REPRESENTING:

List name(s) of persons(s) or entity(ies):



ALL PURPOSE ACKNOWLEDGMENT

STATE OF Michigan)
COUNTY OF Oakland) ss:

On this 11th day of October, AD. 2010 before me,
the undersigned, a Notary Public in and for said State,
personally appeared

Jon Jipping

✓ to me personally known

or _____ provided to me on the basis of
satisfactory evidence to be the persons(s) whose name(s)
is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted,
executed the instrument.

NOTARY SEAL

Sandra K. Biggar
(Sign in Ink)

SANDRA K. BIGGAR
(Print/type name)

Notary Public in and for the State of Michigan

SANDRA K. BIGGAR
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Jun 22, 2016
ACTING IN COUNTY OF Oakland

CAPACITY CLAIMED BY SIGNER

____ INDIVIDUAL
____ CORPORATE
____ Title(s) of Corporate Officers(s):

____ N/A
____ Corporate Seal is affixed
____ No Corporate Seal procured

____ PARTNER(s)
____ Limited Partnership
____ General Partnership

____ ATTORNEY-IN-FACT
____ EXECUTOR(s),
____ ADMINISTRATOR(s),
____ or TRUSTEE(s):
____ GUARDIAN(s)
____ or CONSERVATOR(s)
____ OTHER

SIGNER IS REPRESENTING:

List name(s) of persons(s) or entity(ies):

EXHIBIT A
TRURO LINE EASEMENTS

Easement Number	County	State	Section	Town	Range	Legal Description of Assigned Easements	Grantor	Recording Date	Recorded Document Number	Book	Page
113	Madison	IA	22	74	26	South one half (S 1/2) of Northwest one quarter (NW 1/4)	Michael	9/2/49	4646	85	76
114	Madison	IA	22	74	26	North one half (N 1/2) of Southwest one quarter (SW 1/4); Except the South One Hundred Forty (140) feet of the North One Hundred Fifty (150) feet of the West One Hundred Eighty (180) feet, as set forth in the Partial Release of Easement dated March 29, 1976	Michael	9/2/49	4647	85	77
115	Madison	IA	22	74	26	North one half (N 1/2) of Southeast one quarter (SE 1/4)	Reed	9/2/49	4648	85	78
116	Madison	IA	22	74	26	Southwest one quarter (SW 1/4) of Northeast one quarter (NE 1/4); West 35 acres (W 35 A) of Northwest one quarter (NW 1/4) of Northeast one quarter (NE 1/4)	Weller	9/2/49	4649	85	79
117	Madison	IA	22	74	26	Southeast one quarter (SE 1/4) of Northeast one quarter (NE 1/4)	Koble	9/2/49	4650	85	80
117A	Madison	IA	23	74	26	West one half (W 1/2) of Northwest one quarter (NW 1/4)	Umsted	9/2/49	4651	85	81
118	Madison	IA	23	74	26	North one half (N 1/2) of Southwest one quarter (SW 1/4); West 20 Acres (W 20 A) of the Northwest one quarter (NW 1/4) of Southeast one quarter (SE 1/4)	Lawrance	9/2/49	4652	85	82

Easement Number	County	State	Section	Town	Range	Legal Description of Assigned Easements	Grantor	Recording Date	Recorded Document Number	Book	Page
119	Madison	IA	23	74	26	East one half (E 1/2) of Northwest one quarter (NE 1/4)	DeLong	9/2/49	4653	85	83
120	Madison	IA	23	74	26	Southwest one quarter (SW 1/4) of Northeast one quarter (NE 1/4); East 20 Acres (E 20 A) of the Northwest one quarter (NW 1/4) of Southeast one quarter (SE 1/4)	Creger	9/2/49	4654	85	84
121	Madison	IA	23	74	26	Southeast one quarter (SE 1/4) of Northeast one quarter (NE 1/4); Northeast one quarter (NE 1/4) of Southeast one quarter (SE 1/4)	Winnick	9/2/49	4655	85	85
122	Madison	IA	24	74	26	West one half (W 1/2) of Northwest one quarter (NW 1/4)	Smith	9/2/49	4656	85	86
123	Madison	IA	24	74	26	West one half (W 1/2) of Southwest one quarter (SW 1/4)	Stoskopf	9/2/49	4657	85	87
124	Madison	IA	24	74	26	Southeast one Quarter (SE 1/4) of Northwest one quarter (NW 1/4); Southwest one quarter (SW 1/4) of Northeast one quarter (NE 1/4)	Lemm	9/2/49	4658	85	88
125	Madison	IA	24	74	26	Southeast one quarter (SE 1/4) of Northeast one quarter (NE 1/4)	Sheldon	9/2/49	4659	85	89
126	Madison	IA	24	74	26	North one half (N 1/2) of Southeast one quarter (SE 1/4)	Buren	9/2/49	4660	85	90
127	Warren	IA	19	74	25	Northwest one quarter (NW 1/4) of Northwest one quarter (NW 1/4) of Southwest one quarter (SW 1/4)	Freeman	10/14/49	5797	22	131
128	Warren	IA	19	74	25	East one half (E 1/2) of Northwest one quarter (NW 1/4) of Southwest one quarter (SW 1/4)	Flack	10/14/49	5798	22	132

Easement Number	County	State	Section	Town	Range	Legal Description of Assigned Easements	Grantor	Recording Date	Recorded Document Number	Book	Page
129	Warren	IA	19	74	25	Northwest one quarter (NW 1/4); North one half (N 1/2) of Northeast one quarter (NE 1/4) of Southwest one quarter (SW 1/4); North 18 1/4 Acres (N 18 1/4 A) of Northwest one quarter (NW 1/4) of Southeast one quarter (SE 1/4)	Haines	10/14/49	5799	22	133
130	Warren	IA	19	74	25	East 5 Acres (E 5 A) of South one half (S 1/2) of Southeast one quarter (SE 1/4) of Northwest one quarter (NW 1/4)	Day	10/14/49	5800	22	134
131	Warren	IA	19	74	25	South 5 Acres (S 5 A) of the West 16 Acres (W 16 A) of Southwest one quarter (SW 1/4) of Northeast one quarter (NE 1/4)	Haines	10/14/49	5801	22	135
132	Warren	IA	19	74	25	East 24 Acres (E 24 A) of Southwest one quarter (SW 1/4) of Northeast one quarter (NE 1/4)	Otz/Wickett	10/14/49	5802	22	136
133	Warren	IA	19	74	25	Southeast one quarter (SE 1/4) of Northeast one quarter (NE 1/4); Northeast one quarter (NE 1/4) of Southeast one quarter (SE 1/4)	Reed	10/14/49	5803	22	137
134	Warren	IA	20	74	25	Northwest one quarter (NW 1/4); Northwest one quarter (NW 1/4) of Southwest one quarter (SW 1/4); Northeast one quarter (NE 1/4) of Southwest one quarter (SW 1/4)	Reed	10/14/49	5804	22	138
135	Warren	IA	20	74	25	Southwest one quarter (SW 1/4) of Northeast one quarter (NE 1/4)	Kennedy	10/14/49	5805	22	139

Easement Number	County	State	Section	Town	Range	Legal Description of Assigned Easements	Grantor	Recording Date	Recorded Document Number	Book	Page
136	Warren	IA	20	74	25	Northwest one quarter (NW 1/4) of Southeast one quarter (SE 1/4)	Hollen	10/14/49	5806	22	140
137	Warren	IA	20	74	25	Southeast one quarter (SE 1/4) of Northeast one quarter (NE 1/4); Northeast one quarter (NE 1/4) of Southeast one quarter (SE 1/4)	Wharff/Strange	10/14/49	5808	22	142
138	Warren	IA	21	74	25	West one half (W 1/2) of Northwest one quarter (NW 1/4); Northwest one quarter (NW 1/4) of Southwest one quarter (SW 1/4)	Wharff/Strange	10/14/49	5807	22	141
139	Warren	IA	21	74	25	East one half (E 1/2) of North West one quarter (NW 1/4); South 0.5 Acres (S 0.5 A) of Southwest one quarter (SW 1/4) of Northeast one quarter (NE 1/4)	Sargent	10/14/49	5809	22	143
140	Warren	IA	21	74	25	East one half (E 1/2) of Southwest one quarter (SW 1/4); West one half (W 1/2) of Southeast one quarter (SE 1/4); North 39.5 Acres (N 39.5 A) of Southwest one quarter (SW 1/4) of Northeast one quarter (NE 1/4)	Montgomery	10/14/49	5810	22	144
141	Warren	IA	21	74	25	Southeast one quarter (SE 1/4) of Northeast one quarter (NE 1/4); Northeast one quarter (NE 1/4) of Southeast one quarter (SE 1/4)	Johnson	10/14/49	5811	22	145
142	Warren	IA	22	74	25	West one half (W 1/2) of Northwest one quarter (NW 1/4)	Franck	10/14/49	5812	22	146

Easement Number	County	State	Section	Town	Range	Legal Description of Assigned Easements	Grantor	Recording Date	Recorded Document Number	Book	Page
143	Warren	IA	22	74	25	West one half (W 1/2) of Southwest one quarter (SW 1/4)	Nickolson/Coulter	10/14/49	5813	22	147
144	Warren	IA	22	74	25	East one half (E 1/2) of Northwest one quarter (NW 1/4); Northeast one quarter (NE 1/4) of Southwest one quarter (SW 1/4)	Carver	10/14/49	5814	22	148
145	Warren	IA	22	74	25	South one half (S 1/2) of Northeast one quarter (NE 1/4); North one half (N 1/2) of Southeast one quarter (SE 1/4)	Smalley	10/14/49	5815	22	149
146	Warren	IA	23	74	25	West one half (W 1/2) of Northwest one quarter (NW 1/4)	Smalley	10/14/49	5816	22	150
147	Warren	IA	23	74	25	East one half (E 1/2) of Northwest one quarter (NW 1/4); West one half (W 1/2) of Northeast one quarter (NE 1/4)	Johnson	10/14/49	5817	22	151
148	Warren	IA	23	74	25	Southwest one quarter (SW 1/4)	Smalley	10/14/49	5818	22	152
149	Warren	IA	23	74	25	Southeast one quarter (SE 1/4)	Simpson College	10/14/49	5819	22	153
150	Warren	IA	23	74	25	East one half (E 1/2) of Northeast one quarter (NE 1/4)	Wickett	10/14/49	5820	22	154
151	Warren	IA	24	74	25	West one half (W 1/2) of Northwest one quarter (NW 1/4)	Wickett	10/14/49	5821	22	155
152	Warren	IA	24	74	25	South one half (S 1/2) of Southeast one quarter (SE 1/4) of Northwest one quarter (NW 1/4); North one half (N 1/2) of Southwest one quarter (SW 1/4)	Wickett	10/14/49	5822	22	156
153	Warren	IA	24	74	25	Northwest one quarter (NW 1/4) of Southeast one quarter (SE 1/4)	Ogle	10/14/49	5823	22	157

Easement Number	County	State	Section	Town	Range	Legal Description of Assigned Easements	Grantor	Recording Date	Recorded Document Number	Book	Page
154	Warren	IA	24	74	25	Southwest one quarter (SW 1/4) of Northeast one quarter (NE 1/4)	Wickett	10/14/49	5824	22	158
155	Warren	IA	24	74	25	Northeast one quarter (NE 1/4) of Southeast one quarter (SE 1/4)	Taylor	10/14/49	5825	22	159
156	Warren	IA	24	74	25	East one half (E 1/2) of Northeast one quarter (NE 1/4)	Wickett	10/14/49	5826	22	160
157A	Warren	IA	19	74	24	Southeast Corner (SE Corner) of Southwest one quarter (SW 1/4) of Northwest one quarter (NW 1/4) consisting of 1/2 Acre (1/2 A)	Mt. Tabor Church	10/14/49	5828	22	162
157	Warren	IA	19	74	24	North one half (N 1/2)	Walker	10/14/49	5827	22	161
158	Warren	IA	19	74	24	North one half (N 1/2) of Northwest one quarter (NW 1/4) of Southwest one quarter (SW 1/4); Northeast one quarter (NE 1/4) of Southwest one quarter (SW 1/4); Northwest one quarter (NW 1/4) of Southeast one quarter (SE 1/4)	Cully	10/14/49	5829	22	163
159	Warren	IA	19	74	24	Northeast one quarter (NE 1/4) of Southeast one quarter (SE 1/4)	Spencer	10/14/49	5830	22	164