

Wolverine Power Supply Cooperative, Inc.

Joint Michigan Apprenticeship Program

PARTICIPATING UTILITY AGREEMENT

The undersigned Utility hereby subscribes to participate in the Joint Michigan Apprenticeship Program described below (the "Program") and administered by Wolverine Power Supply Cooperative, Inc. ("Wolverine").

The Utility and Wolverine hereby agree as follows:

1. The Program.

Wolverine will administer the Program in cooperation with the International Brotherhood of Electrical Worker, Local 876 ("IBEW") to provide training to the Utility as described in the Standards of Apprenticeship ("Standards") registered with the U.S. Department of Labor's Office of Apprenticeship. The Utility agrees to abide by all requirements as outlined in the Standards.

The Program will be provided at a time or times scheduled by Wolverine at a single location.

2. Term.

The initial term of this Agreement begins upon enrollment of an apprentice and runs for a period of one (1) year. The Agreement shall automatically renew, annually, for a term of one (1) year unless terminated by written notice to the other party at least 90 days before the date of renewal.

The Agreement may be earlier terminated by either party at any time: (i) upon a default of the other party after written notice of the default and failure to cure the default within 30 days after receipt of the notice; or (ii) deregistration of the Program.

Upon an early termination based on deregistration of the Program, all pre-paid Program services shall be rendered to the Utility or the annual payment shall be refunded to the Utility.

3. Fees and Charges.

The Utility shall pay \$6,500 per year for each enrolled apprentice to cover tuition and books payable upon invoice and by July 1 of subsequent years.

The annual payment is subject to change by Wolverine upon written notice to the Utility not less than eight (8) months prior to the expiration of the then-current term of this Agreement.

4. Liability.

The Utility is responsible for its compliance with all applicable qualification requirements. Wolverine does not assume (and expressly disclaims) any responsibility or liability to any third party or to the Utility (or its employees) for the Utility's compliance with any applicable federal, state, or local law or regulation (including affirmative action and/or selection procedures, if applicable), as well as the Utility's compliance with industry standards or requirements.

The Utility hereby agrees to indemnify and hold Wolverine, and its directors, members, employees, contractors and agents, harmless from and against any claims made against Wolverine for any injury, death or damages, including all costs of defense against any such claim, arising out of or made in connection with the Utility's or its employees' failure to properly comply with any applicable safety standard or requirement.

Neither party shall be liable to the other party for any indirect, incidental or consequential damages related to either party's performance or non-performance of their obligations under this Agreement.

5. Assignment.

This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns; provided, however, that this Agreement may not be assigned by the Utility to any unaffiliated person or entity without the prior written consent of Wolverine.

6. Notices.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent by first class mail, postage prepaid, to the

addresses set forth below. Notice shall be deemed to be given upon mailing.

7. No Agency.

By entering into this Agreement and performing its obligations hereunder, Wolverine is acting as an administrator of the Program and shall not be, and shall not be deemed to be, an agent of the Utility for any purpose.

8. Entire Agreement.

This Agreement contains the entire agreement of the parties with respect to the provision

of the Program services and supersedes all prior correspondence, conversations and negotiations with respect thereto. Except as otherwise provided herein, this Agreement may be changed or otherwise modified only in writing and signed by both parties hereto.

9. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.

The undersigned parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the date accepted and executed by Wolverine below.

Participating Utility

By: _____

Its: _____

Print Name: _____

Address: _____

Date Accepted: _____

Wolverine Power Supply Cooperative, Inc.

By: _____
Kacy Wickenhauser, Chief Human Resources Officer

Print Name: _____

Address: 10125 W. Watergate Rd.
Cadillac, MI 49601