NONTARIFF POLE LICENSE AGREEMENT

Notification Number _____   _____ Headquarters

AGREEMENT, made as of this _____ day of _____, _____, between CONSUMERS ENERGY COMPANY, hereinafter called the Company and _____
_____ hereinafter called the Licensee.

The Company hereby grants to the Licensee and the Licensee hereby accepts from the Company, subject to the provisions hereof, the revocable privilege and license of attaching certain facilities owned by the Licensee, constituting _____, to the certain pole _____ of the Company (herein called Poles) as shown on the drawing which is attached hereto and made a part hereof. The grant of the privilege and license hereby made is gratuitous on the part of the Company and constitutes the consideration for all agreements on the part of the Licensee hereunder.

The Licensee shall comply with all rules and requirements of the Michigan Public Service Commission, and all future amendments and revisions thereof, which are applicable to the installation, maintenance, operation and use of the facilities to be attached by the Licensee to the Poles. The Licensee shall install and properly maintain suitable protective appliances and devices as may be necessary to protect the facilities attached hereunder, and other property connected therewith, from damage which might be caused by a flow of electricity from the Company's facilities. The Poles shall be maintained by the Company and the attachments and other property of the Licensee shall be solely maintained by the Licensee. The Company reserves the right to designate the particular locations at which the attachments of the Licensee shall be made and the manner in which same shall be supported and maintained. No pole steps shall be placed upon or attached to the Poles by the Licensee nearer than either eight (8) feet from the surface of the ground or nearer than eight (8) feet from any existing structure or object above the surface of the ground which might be used as an aid in climbing to reach the lowest of such pole steps.

It is recognized by the parties hereto that the primary use of the Poles is to support the electric wires and other facilities of the Company, and that the privilege and license hereby granted to the Licensee is subservient in all respects to such primary use by the Company. The Company shall be liable for any damage to the Licensee's facilities attached to the Poles if such damage has been caused by the sole negligence of the Company. The Licensee assumes all liability for and shall save the Company harmless from all claims, demands, rights of action, or expense, for injury or damage to persons or property, including the employees and property of the Licensee, arising on account or out of the faulty or negligent installation, operation, maintenance, use or removal of the said facilities and associated protective appliances and devices of the Licensee.

The Company may, at any time, for any reason, terminate said privilege and license upon giving reasonable notice to the Licensee in advance of such termination, whereupon the Licensee shall promptly remove all of the Licensee's facilities from the Poles. The Company will endeavor, however, to give the Licensee at least ninety (90) days' notice in advance of such termination. The privilege and license hereby granted may be terminated by the Licensee at any time hereafter by removing the attached facilities from the Poles. The Licensee shall give the Company reasonable notice in advance of the removal of said facilities.
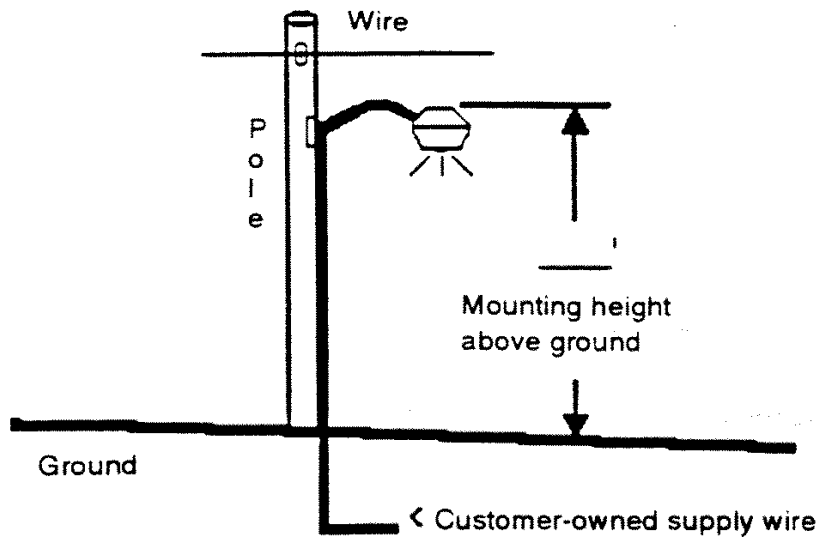
CONSUMERS ENERGY COMPANY

_____
                                                            (Licensee)

By _____   By _____
   Its   Its

AREA LIGHTING INSTALLATION REQUIREMENTS

- The electric supply to the lighting installation is to be served from the customer's side of the meter.

- The highest customer attachment is to be at least 40" below any telephone or cable television company attachments.

- The light must not be installed higher than the mounting height indicated above.

- The lighting installation must conform with local or national electrical codes.

- The customer is responsible for permits and inspections.

_____ Co.

_____ Twp

T _____ N R _____ Sec _____