

CONSUMERS ENERGY
POLE ATTACHMENT AGREEMENT- NON-CABLE COMMUNICATIONS EQUIPMENT

THIS AGREEMENT is made as of the Day day of Month, Year by and between CONSUMERS ENERGY COMPANY a Michigan Corporation, located at One Energy Plaza, Jackson, Michigan 49201, hereafter called "Consumers", and the Company Name located at Address, City, State, Zip, hereafter called "Attaching Party".

WITNESSETH:

In consideration of Attaching Party's promise to perform and comply with the terms and conditions hereafter set forth, Consumers hereby makes available to Attaching Party, in accordance with the following terms and conditions, space on certain electric line poles owned by Consumers (hereafter "Consumers' poles"), in the Location of Attachments for the attachment of non-cable communications equipment (including necessary appurtenances) owned by Attaching Party and used by Attaching Party for providing telecommunications services for Attaching Party's business facilities (hereafter "Attaching Party's Equipment").

Attaching Party promises to perform and comply with the following terms and conditions:

ARTICLE I
APPLICATION FOR ATTACHMENT PERMIT

1. Attaching Party shall make no attachment to any of Consumers' poles until Consumers approves each such attachment and issues a permit for each such attachment. Attaching Party shall submit to Consumers three (3) copies of an application, in the form of Exhibit B attached hereto, identifying the pole or poles to which it desires to attach Attaching Party's Equipment, together with an application fee of \$2.25 per pole (\$50.00 minimum) and a Pole Engineering Evaluation Fee of \$55.00 per pole (for calendar year 2011). As soon as reasonably possible after receiving Attaching Party's properly prepared application and application fee, Consumers shall send Attaching Party a response to the application:
 - a) If the identified pole(s) are available for attachment and no alteration of the pole(s) or facilities attached to the pole(s) is required in Consumers' judgment to accommodate the attachment of Attaching Party's Equipment, Consumers shall issue a Permit to Attaching Party (see Exhibit B) authorizing attachment to such pole(s).
 - b) If the identified pole(s) are available for attachment, but alteration of the pole(s) and/or facilities attached to the pole(s) is required in Consumers' judgment to accommodate attachment of Attaching Party's Equipment, Consumers shall provide an estimate of the cost of the required alterations. (Consumers' "cost", for purposes of this and other provisions of this Agreement shall be determined in accordance with Consumers' regular and customary method of determining such cost.) If Attaching Party wishes to proceed with the attachment, Attaching Party shall, within 10 days of the date of Consumers cost estimate notification, send Consumers payment for the estimated alteration costs. Consumers shall then make the required alteration with reasonable promptness after receiving payment. Attaching Party shall pay for the alteration work in accordance with the provisions of Article III. Consumers shall send notice of completion of the alteration within 10 days following completion of the alteration. Consumers shall issue a permit for specified attachments upon completion of necessary alterations and payment of associated costs.

- c) If the pole(s) identified in Attaching Party's application are unavailable for attachment, no permit shall be granted.
 - d) The determination of whether Consumers' poles are available or unavailable for attachment of Attaching Party's Equipment shall be within Consumers' sole discretion; provided, that no pole shall be deemed unavailable if replacement or augmentation of the pole or relocation of the facilities then attached to the pole or transfer of such facilities from an existing pole to a replacement pole would make the pole available. Notwithstanding the foregoing, Consumers reserves the right, in its sole discretion, to determine any poles carrying circuits with line to ground voltages of 20,000 volts or greater to be unavailable for attachment of the Attaching Party's Equipment.
2. Consumers may impose a fee on Attaching Party for any attachment of Attaching Party's Equipment to any Consumers' pole for which Consumers has not issued a Permit. In the absence of satisfactory evidence to the contrary, Attaching Party's unpermitted use shall be deemed to have existed from the date of this Agreement or for a period of 3 years prior to discovery of the unpermitted use, whichever period is greater. Attaching Party shall upon demand pay the fee at the rate set forth in Article V of this Agreement for each year and portion of any year contained in such period. Any such fee imposed for such unpermitted use shall be in addition to Consumers' rights to any other sums due and payable and to any claims or damages under this Agreement or otherwise. Consumers' act or failure to act with regard to said fee or unpermitted use shall not be deemed a ratification or licensing of the unpermitted use; any Permit Consumers subsequently issues shall not operate retroactively or constitute a waiver by Consumers of any of its rights or privileges under this Agreement or otherwise. In addition, Consumers may upon the discovery of the unpermitted use, perform an evaluation upon such pole and determine what, if any, modifications are necessary to ensure that the attachment is in accordance with the required specifications, and to determine if there is any work necessary for the attachment to comply with the terms of this agreement and Consumers standard practices. Consumers may require Attaching Party to remove any unpermitted attachment. If Attaching Party has failed to remove Attaching Party's Equipment from Consumers' pole or poles within 30 days after Consumers notified Attaching Party of the unpermitted attachment, Consumers may remove Attaching Party's Equipment without liability to Attaching Party, in which event Attaching Party shall reimburse Consumers upon demand for the cost Consumers incurred in making such removal and shall indemnify and save Consumers harmless from and against all loss, liability, or expense (including but not limited to claim of third parties) resulting from the removal of such unpermitted attachment.

ARTICLE II ATTACHMENT REQUIREMENTS

3. Attaching Party shall not attach Attaching Party's Equipment to any of Consumers' poles unless and until Attaching Party has obtained all necessary permits, licenses, easements, franchises, and consents from property owners and governmental authorities relating to Attaching Party's attachment and use of Attaching Party's Equipment on Consumers' poles. Attaching Party shall be solely responsible for obtaining all such licenses, easements, franchises, and consents. Upon Consumers' request, Attaching Party shall submit to Consumers satisfactory evidence that Attaching Party has acquired such permits, licenses, easements, franchises, and consents.

4. The attachment of Attaching Party's Equipment to Consumers' poles shall be subject to all permits, licenses, easements, franchises, or consents granted to Consumers by property owners and governmental authorities, and Attaching Party shall be responsible to comply with the terms and conditions of all such permits, licenses, easements, franchises, or consents.
5. The attachment of Attaching Party's Equipment to Consumers' poles shall at all times comply with all applicable laws, ordinances, rules, and regulations. Without limiting the foregoing, Attaching Party shall attach and maintain Attaching Party's Equipment in accordance with Michigan Public Service Commission (MPSC) Order No. 1679, as amended, other applicable rules or orders of the MPSC, and such other specifications not less restrictive than the foregoing as the parties may agree upon from time to time hereafter. Drawings showing certain of such requirements and specifications are attached hereto and made a part hereof as Exhibit A. Attaching Party shall be responsible for any fines, assessments, taxes or levies rendered by any administrative agency (including the MPSC) or governing body against either the Attaching Party or Consumers as a result of any violation or alleged violation of any applicable laws, ordinances, rules or regulations due to the attachment of the Attaching Party's Equipment to Consumers' pole.
6. Consumers may, at its sole discretion, specify the location on Consumers' poles at which Attaching Party is to attach Attaching Party's Equipment. In such event, Attaching Party shall be responsible to determine if attachment at the specified location will result in a violation of any applicable law, rule, regulation, ordinance, or order of any governmental authority or regulatory body, including the MPSC. If Attaching Party determines that the specified location will result in such a violation, Attaching Party shall so advise Consumers and obtain Consumers' authorization to make the attachment at a location that does not result in such a violation.
7. Attaching Party's Equipment shall be attached and maintained only by properly trained, skilled workers who are fully qualified and licensed to perform such work in proximity to electric lines and equipment.
8. Attaching Party shall operate and maintain Attaching Party's Equipment in a safe condition and in thorough repair, at its sole expense, and in such a manner suitable to Consumers that no attachment will conflict in any manner with Consumers' use of Consumers' poles or interfere with the operation or use of Consumers' facilities from time to time placed on Consumers' poles.
9. No attachment of Attaching Party's Equipment to Consumers' poles shall result in interference with Consumers' service requirements, including but not by way of limitation, considerations of safety and economy. Attaching Party shall be responsible, at its sole expense, to eliminate any such inductive interference. Attaching Party shall reimburse Consumers upon demand for the cost of all work Consumers deems necessary or desirable in order to eliminate or reduce inductive interference or other interference caused by Attaching Party's Equipment.
10. Attaching Party shall reimburse Consumers for all damage to Consumers' poles or facilities that occur during construction or maintenance of Attaching Party's Equipment or that otherwise arises out of Attaching Party's activities pursuant to this Agreement. Attaching Party shall immediately report the occurrence of any such damage to Consumers.

11. Attaching Party shall identify its Equipment attached to Consumers' poles, either by marking the Equipment itself or attaching an appropriate means of identification to the Equipment at least at every other pole. All such identifications shall be readable by the naked eye from the ground.
12. Consumers or Consumers' contractors shall make all attachments of Attaching Party's Equipment to the portion of Consumers' poles above Consumers' electric conductors, equipment and associated safety zone and shall likewise perform all inspections, maintenance, repairs, alterations, and removals thereof, at Attaching Party's expense. The associated safety zone is the zone which extends downward a certain distance, from the electric facilities installed at that pole, as defined by the National Electrical Safety Code (NESC) and as shown in Exhibit A. Attaching Party shall at no time have access to the portion of Consumers' poles in or above the safety zone near Consumers' electric conductors or equipment for any purpose. To arrange for attachment, inspection, maintenance, repair, alteration, removal, or other work on Attaching Party's Equipment, Attaching Party shall contact Consumers at the phone number indicated in the Permit Consumers issues to Attaching Party. Consumers or Consumers' contractors shall perform such work to meet Attaching Party's requirements, but such work shall be performed at times determined solely as dictated by Consumers' utility business. Attaching Party may attach Attaching Party's Equipment to the portion of Consumers poles below Consumers' electric conductors, energized equipment and associated safety zone as determined by applicable safety codes.
13. Attaching Party's Equipment located below Consumers' electric conductors, equipment and the associated safety zone may be attached and maintained by the Attaching Party, using however only properly trained, skilled workers who are fully qualified and licensed to perform such work in proximity to electric lines and equipment.
14. Attaching Party shall be responsible to arrange for separately-metered electric service for Attaching Party's Equipment on Consumers' poles, at a location Consumers specifically approved in writing by Consumers. Attaching Party shall pay for all costs and charges associated with such service.

ARTICLE III POLE REPLACEMENT AND ALTERATION

15. If Consumers deems it necessary or desirable to alter Consumers' pole (including replacement or augmentation) in order to accommodate the attachment of Attaching Party's Equipment to the pole, Attaching Party shall reimburse Consumers upon demand for the cost of all such alteration work. When any charge to Attaching Party provided for in this agreement is to be based upon Consumers' cost, said cost shall be determined in accordance with Consumers' regular and customary method of determining such costs unless otherwise expressly provided herein. Attaching Party shall not obtain any ownership or property rights in Consumers' poles, regardless of any payment toward the cost of a replacement pole.

16. If Consumers deems it necessary or desirable, in order to accommodate the attachment of Attaching Party's Equipment, to relocate or otherwise alter any facility Consumers' has attached to any Consumers' pole at the time Attaching Party wishes to attach Attaching Party's Equipment to Consumers' pole (including relocating the facility on the pole or transferring such facility from an existing pole to a replacement pole), or if Consumers deems it necessary or desirable to perform other work (including but not limited to tree-trimming) regarding Consumers' pole or Consumers' facilities on Consumers' pole, Attaching Party shall reimburse Consumers upon demand for the cost of performing such work.
17. Consumers may, at Consumers option, require Attaching Party to pay Consumers the estimated cost of any pole or facility alteration prior to commencing any engineering or other work required. If Attaching Party has made an advance payment, Consumers shall, after completing the alteration, bill Attaching Party for the amount by which the cost of the alteration exceeded the advance payment or grant Attaching Party a credit for the amount by which the advance payment exceeded the actual cost of the alteration.
18. If a third party has previously attached a facility to any of Consumers' poles to which Attaching Party wishes to attach Attaching Party's Equipment, and if it is necessary to relocate or otherwise alter such facility to accommodate attachment of Attaching Party's Equipment, Attaching Party shall reimburse the facility owner for the cost of relocating or altering the facility, including the cost of transferring such facility from an existing pole to a replacement pole.

ARTICLE IV RESERVED RIGHTS

19. Consumers reserves the right to maintain its poles and to operate Consumers' facilities on Consumers' poles in such manner as will best enable it to fulfill its own service requirements, including but not limited to attachment of additional facilities to Consumers' poles. Consumers shall not be liable to Attaching Party for any interruption in service furnished by Consumers to Attaching Party or to other customers of Attaching Party or any interruption in service furnished by Attaching Party to Attaching Party's customers or for any interference (including but not limited to inductive interference) with the operation of Attaching Party's Equipment or of customers of Consumers or Attaching Party that may arise in any manner out of Attaching Party's use of Consumers' poles, whether such interruption or interference is caused by Consumers' negligence or otherwise.
20. If Consumers deems it necessary, in connection with the construction, operation, maintenance, replacement, relocation, or removal of Consumers' poles or the facilities located on Consumers' poles, to relocate or replace Attaching Party's Equipment attached to Consumers' poles, Attaching Party shall, upon notice from Consumers and at Attaching Party's expense, relocate or replace Attaching Party's Equipment or perform any other work directed by Consumers. Consumers shall have the right to relocate, replace, renew, or transfer Attaching Party's Equipment above Consumers' electric conductors, equipment and associated safety zone or perform any other work in connection with such attachments, and Attaching Party shall, on demand, promptly reimburse Consumers for the costs thereby incurred. Upon notice from Consumers, Attaching Party shall, at its own expense, relocate, replace, renew, or transfer Attaching Party's Equipment below Consumers' electric conductors, equipment and associated safety zone or perform any other work in connection with such attachments. If Attaching Party neglects or refuses to comply with such notice from Consumers, or in

case of emergency, Consumers shall have the right to remove, relocate, replace, or renew Attaching Party's Equipment, transfer Attaching Party's Equipment to replacement poles, or perform any other work in connection with Attaching Party's Equipment, in which event Attaching Party shall reimburse Consumers upon demand for the cost Consumers incurred as a result of Attaching Party's failure or refusal to act in compliance with such notice. When performing maintenance or repairs, Consumers shall have the right to de-energize Attaching Party's Equipment on the pole.

21. Consumers' reserves the right to periodically inspect Attaching Party's attachments to Consumers' poles. Attaching Party shall reimburse Consumers upon demand for the expense of such inspections, limited to not more often than once per year unless such inspections are required, in Consumers' judgment, for reasons involving safety or because of Attaching Party's violation of the terms of this Agreement. The making of such inspections or the failure to make such inspections shall not operate to relieve Attaching Party of any responsibility, obligation, or liability assumed by Attaching Party under this Agreement or otherwise. Attaching Party shall reimburse Consumers upon demand for the cost of all such inspections.
22. Consumers' reserves the right to abandon any of Consumers' poles. Consumers shall give Attaching Party notice of its intent to abandon a pole. To the extent Consumers' may legally do so, Consumers may include in such notice an offer to sell the pole to Attaching Party at the then value thereof in place or such other equitable sum as the parties may agree upon, in which event Attaching Party shall have 30 days from the date of such notice to purchase said pole. If Attaching Party does not purchase the pole within the 30-day period, the Permit covering such pole shall terminate as to that pole, unless Consumers notifies Attaching Party otherwise, and Attaching Party shall immediately remove Attaching Party's Equipment from the pole.
23. Attaching Party shall at no time use or permit others to attach equipment of any kind to Attaching Party's Equipment attached to Consumers' poles without prior written approval from Consumers. If Consumers is at any time informed or has reason to believe that Attaching Party is in violation of this provision, then Consumers shall have the right to immediately terminate the Permit(s) covering the poles involved in such violation and to require Attaching Party to remove Attaching Party's Equipment from such poles, and Attaching Party shall remove Attaching Party's Equipment from such poles immediately after receiving notice from Consumers to do so.
24. All Permits issued to Attaching Party under this Agreement shall be subject to the privilege to use Consumers' poles as granted by Consumers to third parties under agreements executed prior to the date of this Agreement, and Consumers reserves the right to continue, modify, and extend such privileges. If a third party that has attached a facility to a Consumers' pole (except a pole replaced at Attaching Party's expense under Article III of this Agreement) desires to make an additional attachment to or use of the pole, and if Attaching Party has attached its Equipment to that pole subsequent to the date of the third party's agreement with Consumers, and if the pole is inadequate, in Consumers' judgment, under applicable requirements and specifications to support such additional attachment or use, Attaching Party shall have 10 days following receipt of notice to that effect from Consumers to provide written notice to Consumers that Attaching Party agrees to pay the entire cost of replacing the inadequate pole with a pole adequate to support such additional attachment or use together with the Attaching Party's Equipment and the existing attachments of Consumers that are to remain and the existing attachments of third parties. If Attaching Party fails to make such agreement within the 10-day period, the Permit covering that pole shall terminate and Attaching Party shall remove its Equipment from the pole. However, Attaching Party

shall not be required to pay any portion of the cost of a replacement pole if the pole would be adequate but for the existing attachments of third parties that were attached subsequent to the date of this Agreement.

25. Consumers reserves the right hereafter to enter into agreements permitting third parties to attach facilities to Consumers' poles; provided, however, that such permission will require the third party to reimburse Attaching Party for the expense of altering Attaching Party's Equipment to accommodate the attachment of third party's facility, including the cost of relocating Attaching Party's Equipment from an existing pole to a replacement pole. Attaching Party will not be liable for any portion of the cost of a replacement pole necessitated by the attachment of a third party's facility made pursuant to an agreement entered into subsequent to the date of this Agreement.

ARTICLE V FEES

26. Attaching Party shall pay Consumers an Attachment Fee per year for each pole to which Attaching Party attaches Attaching Party's Equipment and necessary appurtenances. The Attachment Fee is payable annually in advance. The attachment fee shall be determined by application of the formula for Pole Attachment Rates specified in Exhibit D.

For each pole attached after 30 days of the anniversary date of this Agreement, Attaching Party shall pay the pro rata portion of the annual fee for the remainder of that contract year. Such payments shall be made within 21 days after Consumers issued a Permit for the attachment(s). If permitted attachment occupies more than 12" of usable space on the pole, an additional attachment fee will be assessed for each additional 12" of space or portion thereof occupied by the attachment.

27. All amounts not paid by Attaching Party when due shall be subject to a late fee of 2 percent per month of the amount of any such unpaid payment or the highest rate permitted by law, whichever is less. Consumers' receipt of a late fee shall not result in a waiver of Consumers' rights pursuant to this Agreement.

ARTICLE VI TERM OF AGREEMENT

28. This Agreement shall take effect on Date of Agreement Origination and unless sooner terminated in accordance with the provisions of other articles hereof, shall continue in effect year to year until terminated by mutual consent, or by either party giving the other at least six (6) months advance written notice of its desire to terminate the same at any time hereafter.

ARTICLE VII LIABILITY AND INSURANCE

29. Attaching Party accepts Consumers' poles in their condition at the time of executing this Agreement. Attaching Party acknowledges that Consumers has made no representations as to the condition of Consumers' poles.
30. Attaching Party shall assume responsibility for any interruptions to electric service that occur or allegedly occur because of, or that are in any manner connected with or that are caused in whole or in part by the attachment, presence, operation, use, maintenance, replacement, or removal of Attaching Party's Equipment, by the

proximity of Attaching Party's Equipment with the facilities of Consumers or third parties, or by any action, operation, or omission of Attaching Party, its agents, contractors, or employees in connection with the attachment of Attaching Party's Equipment to Consumers' poles.

31. Attaching Party shall insert in all contracts, and require all contractors to insert in all subcontracts, at any time let in connection with Attaching Party's Equipment the requirement that the contractor or subcontractor will assume all liability for and protect, indemnify, and save Consumers, its successors and assigns, harmless from and against all action, claims, demands, judgments, losses, expenses of suits or actions and attorney fees, for any type of injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, and employees, arising in connection with or as a direct or indirect result of Attaching Party's exercise of the privileges granted in this Agreement. The provisions of this paragraph shall apply to each and every such injury, death, loss and damage, however caused, whether due, or claimed to be due, to Attaching Party's negligence, Consumers' negligence, the negligence of any such contractor or subcontractor, the negligence of both parties or the combined negligence of either or both of the parties hereto and any one or more of said contractors or subcontractors, the negligence of any other person, or otherwise.
32. The Attaching Party shall, at its sole expense, secure and maintain in force in the name of the Attaching Party during the entire life of this Agreement, policies of insurance of the following types:
 - a) Workers' compensation insurance with Michigan statutory limits;
 - b) Commercial general liability insurance, including contractual liability, with a minimum combined bodily injury and property damage single limit of \$1,000,000 per occurrence. Such insurance shall name Consumers, its Directors, Officers and Employees as additional insured's as their interest may appear, and such coverage shall be primary to any insurance maintained by Consumers, and;
 - c) Automobile liability insurance with a minimum combined bodily injury and property damage single limit of \$500,000 per occurrence, providing coverage for owned, non-owned, and hired vehicles.

Such policies of insurance shall be in a form and with companies satisfactory to Consumers and shall be obtained and become effective prior to the attachment of Attaching Party's Equipment to any pole or poles of Consumers hereunder. A copy of the policy shall be furnished to Consumers at Consumers' request.

The Attaching Party shall submit Certificate of Insurance to Consumers prior to the attachment of Attaching Party's Equipment to any pole or poles of Consumers. The Certificates of Insurance shall be on the form furnished by Consumers or any other form approved by the Consumers' Corporate Insurance Department. The certificate shall require that the Insurance Company give at least thirty (30) days' prior written notice of cancellation or material change in any such policy.

The Certificates of Insurance shall be submitted to:

Consumers Energy Company
Corporate Insurance Department
One Energy Plaza
Jackson, MI 49201

The Attaching Party shall require all contractors and subcontractors that the Attaching Party at any time employs in connection with any work to be done regarding Attaching Party's facilities on the Owner's poles, to maintain in full force and effect the same types of insurance policies as required of Attaching Party as stated above.

The above requirements as to policies of insurance may be varied by written amendment to this Agreement.

ARTICLE VIII TERMINATION OF PERMITS

33. Attaching Party shall have 60 days from the date Consumers has issued a Permit to complete attachment of Attaching Party's Equipment; if the attachment has not been completed within the 60-day period, the Permit shall terminate without further notice to Attaching Party as to any pole or poles covered by the Permit to which Attaching Party has not attached Attaching Party's Equipment.
34. If at any time after Attaching Party has attached Attaching Party's Equipment to Consumers' poles, Consumers is informed or has reason to believe that such attachment is not authorized by any governmental authority or private property owner, then Attaching Party shall remove Attaching Party's Equipment from any Consumers' poles immediately after receiving notice from Consumers of such circumstance and the Permit(s) covering such poles shall automatically terminate.
35. Consumers may, in addition to seeking any other remedy available to it, terminate this Agreement or any Permit issued under this Agreement if Attaching Party neglects or refuses to comply with any of the provisions of this Agreement and fails within 10 days after written notice from Consumers to correct such neglect, refusal, or default.
36. In the event a governmental entity at any time requires Consumers to remove 1 or more of Consumers' poles, any Permit issued to Attaching Party for such poles shall automatically terminate as to such poles, in which event Consumers shall refund to Attaching Party any unearned payments made pursuant to this Agreement.
37. Attaching Party may at any time terminate any Permit to attach Attaching Party's Equipment to any pole by removing Attaching Party's Equipment from such pole and notifying Consumers of such removal. The Permit covering such pole shall terminate upon receipt of such notice by Consumers. Attaching Party may at any time terminate this Agreement by removing all of Attaching Party's Equipment from all of Consumers' poles and notifying Consumers of such removal.
38. Except as otherwise provided in this Agreement, Attaching Party shall have 30 days within which to remove Attaching Party's Equipment from Consumers' pole or poles upon termination of this Agreement or of a Permit issued under this Agreement. If Attaching Party fails to remove Attaching Party's Equipment from Consumers' pole or poles within such 30-day period, Consumers shall have the right to remove Attaching Party's Equipment from said pole or poles, without notice or liability of any kind to Attaching Party, in which event Attaching Party shall reimburse Consumers upon demand for the cost Consumers incurred in making such removal. Attaching Party shall indemnify and save Consumers harmless from and against all loss, liability, or expense resulting such removal, including but not limited to claims of third parties.

39. All Permits issued under this Agreement shall automatically terminate upon termination of this Agreement.

ARTICLE IX
MISCELLANEOUS PROVISIONS

40. Attaching Party shall not assign any Permits issued under this Agreement without Consumers' prior written consent. Any assignment of a Permit made without Consumers' consent shall be void and not merely voidable. In the event of any such assignment, Attaching Party shall supply to Consumers written evidence of the assignment. Any assignee regarding whom Consumers gives such consent shall enter into a similar agreement with Consumers.

41. Attaching Party shall not do or suffer anything to be done whereby Consumers' poles may be encumbered by any construction lien. Within 10 days after any construction lien is filed against Consumers' poles purporting to be for labor or materials furnished to Attaching Party, Attaching Party shall discharge such lien of record. Notice is hereby given that Consumers will not be liable for any labor or materials furnished to Attaching Party on credit and that no construction or other lien for any such labor or materials shall attach to or affect Consumers' interest in and to Consumers' poles.

42. Consumers and Attaching Party shall give any notice required or permitted to be given under the terms of this Agreement in writing by certified or registered U. S. mail. Each such notice shall be deemed to have been given when mailed, as evidenced by the receipt for said mailing.

43. Notice to Consumers shall be given to: Consumers Energy Company
Att: DLemons, P12-811
1945 Parnall Road
Jackson, Michigan 49201

Notice to Attaching Party shall be given to: Attaching Company Name
Attn: Agreement Signer
Address
City, State, Zip

Either Consumers or Attaching Party may change the designated recipient of or address for such notice by giving the other written notice of such change.

IN WITNESS WHEREOF, Consumers and Attaching Party have caused this lease to be executed in duplicate as of the day and year first above written.

CONSUMERS ENERGY COMPANY

Attaching Company Name

By: _____
James R. Anderson, Executive Manager -
Electric Asset Management

By: _____
Agreement Signer Name
Agreement Signer Job Title

Review and Approval		
CSS		
Legal		

EXHIBITS

- A = Attachment Specifications
- B = Application and Permit Form
- C = Termination Form
- D = Fee Schedule



POLE ATTACHMENT APPLICATION AND PERMIT

EXHIBIT B

Permit #	Notification #	Construction Measure #	Date Recd.
BUSINESS INFORMATION			
Applicant Company Name (Legal name as registered with the State of Michigan)		Project Title (optional):	
Billing Address	City	State	Zip Code
Contact Telephone Number ()	Contact Fax Number ()	Contact E-mail Address	
Authorized Contract Signor	Title	Contact Name	
CONTRACTOR INFORMATION			
Applicant Company Name (Legal name as registered with the State of Michigan)			
Billing Address	City	State	Zip Code
Telephone Number ()	Fax Number ()	Contact Name	
INTENDED USE			
Type of Construction: New, Rebuild, Overlash, Other (must describe).	Approximate Number of Pole Contacts	Approximate Mileage Covered	
Specification of cable to be installed:			
Type of Cable Check all that apply:	Manufacturer	Product Description and Manufacturer Part Number	
<input type="checkbox"/> Strand			
<input type="checkbox"/> Coax			
<input type="checkbox"/> Fiber			
<input type="checkbox"/> Other			
In accordance with the terms of our Agreement dated _____ application is hereby made for permission to make attachments to ____ poles located in _____ City/Twp, _____ County, TRS # _____, Michigan and more particularly located as indicated/or in attached sketch.			
Your rate will be as follows: Permit Fee (per attachment) \$ _____ Engineering Evaluation Fee (per attachment) \$ _____ Annual Pole Rental Fee (per attachment) \$ _____			
FOR CONSUMERS ENERGY USE ONLY			
Field Ride-out Inspection Completed By	Date	Cable Coordinator Authorization	Date
Results of Inspection			
Permit granted subject to your payment of the following itemized costs:			<u>BILLING DOC #</u>
Application/Permit Fee		\$ _____	
Pole Inspection Fee		\$ _____	
*Pro-Rated Rental _____ Poles for _____ Months @ \$ _____ Poles/Month		\$ _____	
		Total \$ _____	
TOTAL			

COPY OF AUTHORIZED PERMIT REQUIRED ON JOB SITE

All cable shall be marked with an appropriate means of identification at every pole. All such identifications shall be readable by the naked eye from the ground. **BY SUBMITTING THIS APPLICATION, YOU ARE AGREEING TO PROMPTLY REIMBURSE ANY PARTY THAT IS ALREADY ATTACHED TO ONE OR MORE OF CONSUMERS' POLES FOR ALL OF THE REASONABLE COSTS THAT SUCH PARTY MAY INCUR IN CONNECTION WITH RELOCATING, MODIFYING OR TRANSFERRING ALL OR PART OF ITS FACILITIES IN ORDER TO ACCOMMODATE YOUR ATTACHMENT(S).**

TERMINATION OF ATTACHMENTS BY ATTACHING PARTY

Att: Consumers Energy
Don Lemons, P-12-811
1945 Parnall Road
Jackson, MI 49201

In accordance with the terms of our agreement dated, please cancel from our records ____ poles located in _____ Michigan and more particular located as indicated below and/or in attached sketch, which poles are covered by Permits No. _____. Our attachments were removed from said poles on_____.

_____ (Attaching Party)

By_____

Date_____

CONSUMERS ENERGY COMPANY (OWNER)

By_____

Date_____

Number of poles canceled _____

Fee Schedule for 2011

Attaching Party shall pay Consumers an Attachment Fee each year for each pole attachment to which Attaching Party attaches Attaching Party's cable and necessary appurtenances. The Attachment Fee is payable annually in advance for the year of 2011. For years after 2011, the attachment fee shall be determined by application of the Federal Communications Commission (FCC) formula for Pole Attachment Rates.

Usable Space Factor = $\text{Space Occupied by Attachment} / \text{Total Usable Space} \times \text{Total Usable Space} / \text{Pole Height} \times \text{Net Cost of Bare Pole} \times \text{Carrying Charge Rate}$.

Unusable Space Factor = $2/3 \times \text{Unusable Space} / \text{Pole Height} \times \text{Net Cost of Bare Pole} / \text{Number of Attachers} \times \text{Carrying Charge Rate}$.

Pole Attachment Rate = Usable Space Factor + Unusable Space Factor

2011 Pole Attachment Rate \$6.49 per attachment.

Additional Fees

Engineering Assessment Fee: \$55.00 Per Pole

Make Ready Fee: Actual Cost

Permit Application Fee: \$2.25 Per Pole – (\$50.00 Minimum)

Map Fee: \$20.00 per map copy