



SPECIAL CONDUIT USE AGREEMENT

THIS AGREEMENT, made as of this ____ day of _____ by and between CONSUMERS ENERGY COMPANY, a Michigan corporation, having its principal office in the City of Jackson, Michigan hereinafter called “the Owner,” and _____ hereinafter called “the Licensee,”

WITNESSETH:

WHEREAS, the Licensee represents that it is the holder of all necessary governmental permits to erect and maintain cables, wires and associated equipment in the streets, alleys and other public places of the _____ (hereinafter called “the municipality”) for the purpose of transmitting communications and/or electricity; and

WHEREAS, the Licensee desires to locate such cables, wires and associated equipment in the conduit duct system, manholes and vault system of the Owner (hereinafter collectively called “Metro System”) located in said municipality in order to avoid expensive and unnecessary duplication of facilities; and

WHEREAS, the Owner is willing to permit, to the extent it may lawfully do so, the use of such cables, wires and associated equipment in its Metro System in the municipality for the above-stated purposes, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of their respective undertakings herein, the parties agree as follows:

ARTICLE I
AVAILABILITY OF CONDUIT FOR LICENSEE'S ATTACHMENTS

To the extent permitted by law, by the provisions of presently existing joint-use contracts, and by the terms of all necessary permits, licenses, easements, franchises or consents from property owners and governmental authorities having jurisdiction, all of the Owner's Metro System in the municipality shall be available to the Licensee for the attachment of cables, wires and associated equipment constituting a portion of the Licensee's system in accordance with the terms of this agreement, if and to the extent that such use, in the Owner's judgment, will not interfere with the Owner's service requirements, including, but not by way of limitation, considerations of safety and economy. No payment for work to accommodate installations or use of the Owner's Metro System under the agreement, however extended, shall create or vest in the Licensee any ownership or property rights in such facilities or Metro System, and the Licensee's rights in said Metro System shall be and remain a mere license.

ARTICLE II
SPECIFICATIONS

All of the Licensee's cable, wires and associated equipment herein provided for shall be installed and maintained in accordance with the requirements and specifications of Michigan Public Service Commission Order No.1679, as amended, other applicable rules or orders of the Michigan Public Service Commission and other authorities having jurisdiction, and such other specifications, not less restrictive than the foregoing, as the parties may agree upon from time to time.

All work within the Owner's Metro System shall be performed by licensed electrical contractors and in accordance with the current edition of the National Electrical Safety Code, Michigan Law, Occupational Safety and Health Act, and the rules and specifications of the Owner provided to the Licensee to facilitate proper construction. The Owner shall be given the opportunity to be present during any installation, racking or similar procedures, in conduits, manholes or vaults. The Licensee shall give the Owner at least ten (10) days written notice of the commencement of installation. Inspection by the Owner of each new installation is mandatory. The Owner reserves the right to shut down any installation work that in its sole judgement does not conform to any of the fore mentioned codes, laws, rules or specifications.

In the event an installation at the location specified by the Owner would violate any applicable law, rule, regulation, ordinance or order of any governmental authority or regulatory body, including the Michigan Public Service Commission, the Licensee shall so advise the Owner and obtain its authorization to make such installation at a location which does not violate any such law, rule, regulation, ordinance or order. It shall be the sole responsibility of the Licensee to determine if the installation at the specified location or locations will violate any such law, rule, regulation, ordinance or order. No installation shall be made or maintained at a location that violates any such law, rule, regulation, ordinance or order.

Use of power rodder is strictly forbidden in the Company's conduit system.

Installations in the Metro System will be limited to space available in Owner's existing facilities as it in its sole discretion determines. Installing parties will be accommodated in order of application date.

ARTICLE III APPLICATION AND PERMIT PROCEDURE

Whenever the Licensee desires to make installations in any Metro System of the Owner, the Licensee shall prepare and submit to the Owner three (3) copies of an application (accompanied by the application fee required by Paragraph (1) of Article VII hereof) on an Application and Permit form, a copy of which is attached hereto and made a part hereof as Exhibit A, including any sketch and other information necessary to clearly show the location of said installations. As soon as reasonably possible after a properly prepared and submitted Application and Permit is furnished to the Owner, the Owner shall either deny or grant permission for such attachment as follows:

- (1) If, in the Owner's judgment, such Metro System is unavailable for installation, such Application and Permit shall be ineffective and the Owner shall notify the licensee in writing of such unavailability.
- (2) If, in the Owner's judgment, such Metro System is available for installation, and the Licensee is not to be charged for any cost of work to accommodate installations in connection therewith, the Owner shall complete, execute and furnish to the licensee one (1) copy of such Application and Permit, which shall thereupon be effective as a Permit.

- (3) If, in the Owner's judgment, such Metro System is available for installation, and the Licensee is to be charged for the cost of work to accommodate installations in connection therewith, the Owner shall complete, execute and furnish to the Licensee two (2) copies of such Application and Permit, setting forth the estimated cost of such work to accommodate installations. The Licensee, if it desires to proceed with the permitted installation subject to payment of the cost of such work to accommodate installations as provided in Article V hereof, shall endorse its authorization of such work on the Application and Permit and return one (1) copy thereof to the Owner within ten (10) days after the time the executed copies of the Application and Permit were furnished to the Licensee by the Owner. The Application and Permit shall become effective as a Permit upon Licensee's receipt of written notice that all necessary work to accommodate installations has been completed. If the Licensee does not return the Application and Permit containing its endorsed authorization of such work to accommodate installations within the time specified herein, such Application and Permit shall be ineffective.

The Licensee shall make no installation in any Metro System of the Owner as to which there does not exist an effective Permit, and as to which all necessary permits, licenses, easements, franchises and consents have not been secured by the Licensee as required by or pursuant to Article IV hereof.

If any cable, wire or equipment of Licensee shall be found in a Metro System for which no license is outstanding, the Owner, without prejudice to its other rights or remedies under this agreement or otherwise, may (1) impose a charge, and (2) require licensee to remove such cable, wire or equipment forthwith or the Owner may remove them without liability 30 days after having given written notice to the Licensee of their unauthorized installation and the expense of removal shall be borne by Licensee. In the latter event, the Licensee shall reimburse the Owner upon demand for the cost to the Owner of such removal, and shall indemnify and save the Owner harmless from and against all loss, liability or expense (including, but not limited to, claims of third parties) resulting from such unauthorized installation and the removal thereof. For the purpose of determining the charge, in the absence of satisfactory evidence to the contrary, the unlicensed use shall be treated as having existed for a period of three (3) years prior to its discovery; and the fee, at the appropriate rate as shown in Article VII hereof, for each year and any portion of a year contained in such period, shall be due and payable forthwith. Any such fee imposed by the Owner

shall be addition to its rights to any other sums due and payable and to any claims or damages under this agreement or otherwise. No act or failure to act by the Owner with regard to said fee or said unlicensed use shall be deemed as a ratification, or the licensing, of the unlicensed use, and if any license should subsequently be issued, after application and payment of the application fee therefor, said license shall not operate retroactively or constitute a waiver by the Owner of any of its rights or privileges under this agreement or otherwise.

ARTICLE IV RIGHT OF WAY FOR LICENSEE'S INSTALLATIONS

The Licensee shall be solely responsible for securing from property owners and governmental authorities having jurisdiction all necessary permits, licenses, easements, franchises, approvals and consents relating to the Licensee's installation and maintenance of cables, wires and associated equipment at any Metro System location proposed to be utilized, and for submitting satisfactory evidence of the same to the Owner if requested so to do, before making an installation in such Metro System.

At the request of Licensee, the Owner may agree to attempt to secure common rights of way from a private property owner or developer for all Licensees when proposing to install its cables, wires and associated equipment. Should the private property owner or developer refuse to grant common rights of way to the Owner and Licensee, it shall then be the sole responsibility of the Licensee to secure its own right of way.

Licensee, for whom a common right of way has been secured by the Owner, shall pay the Owner an equal share of the cost to secure the common right of way.

The Owner reserves the right to enter into a separate contractual arrangement providing for other parties to make attachments in any available space of Owner's Metro System. Such contract(s) shall include provisions for payment to the Owner for use of the Owner's right of way in addition to any other application, rental, accommodation, work or miscellaneous charges.

It is also agreed that upon the execution of this agreement, the Licensee shall submit to the Owner satisfactory evidence of the Licensee's right to install and maintain cables, wires and associated equipment in the streets, alleys and other public places of the municipality.

ARTICLE V
WORK TO ACCOMMODATE LICENSEE'S INSTALLATION

If the Licensee, by endorsement of an Application and Permit as provided in Article III hereof, indicates its desire to make a Metro System installation, which in the Owner's judgment will require work to accommodate installation, such endorsement shall constitute authorization for the Owner or others to make the necessary accommodations. The work to accommodate installation in the Metro System, may include, but is not limited to: providing copies of the Owner's rules and specifications necessary to facilitate installation, inspection, duct routing, duct rodding, duct inspection, removing Owner's surplus materials from manholes or vaults and providing copies of whatever maps of existing facilities are available. The work shall be commenced with reasonable promptness after receipt of the Licensee's authorization, and notice of completion shall be given to the Licensee within ten (10) days after completion. The Licensee shall pay the Owner for such work to accommodate installation in accordance with Article VII hereof.

The Licensee shall also reimburse the owner or owners of any other facilities installed in the existing Metro System pursuant to joint use agreement for their respective costs of altering their installed facilities, including where applicable the cost of transferring, rearranging, or replacing its facilities or other added work to accommodate use by the Licensee except to the extent, if any, that such owner(s) has agreed to pay for same.

The time and manner of the making of any such payment to the owner or owners of any such other facilities shall be as agreed between the Licensee and said owner or owners.

ARTICLE VI
MAINTENANCE OF LICENSEE'S INSTALLATION AND INSPECTION

The Licensee agrees to make and maintain its installations in safe condition and in thorough repair, at its own expense, and in such a manner, suitable to the Owner, that said installations will not conflict with the use of the Metro System by the Owner or other authorized parties, or interfere with the operation or use of facilities which are or which may from time to time be placed therein. The Licensee shall at any time, at its own expense, upon notice from the Owner, relocate, remove, replace or renew its facilities, transfer to substituted poles, conduit vaults or perform any other work in connection with said facilities that may be required by the Owner in the maintenance, replacement, removal or relocation of said Metro System or the facilities which are or which may

from time to time be placed therein, or that may be required for the service needs of the Owner. If the Licensee neglects or refuses to comply with the directives of such a notice, or in cases of emergency, the Owner shall have the right to remove relocate, replace or renew the facilities placed in said Metro System by the Licensee, transfer such facilities to replacement poles, conduit or vaults, or perform any other work in connection with said facilities and the Licensee shall, on demand, reimburse the Owner for the costs thereby incurred as a result of the Licensee's failure or refusal to act in compliance with such notice.

The Licensee shall be solely responsible for eliminating any and all inductive interference. The Owner will, if requested by the Licensee, cooperate with the Licensee in eliminating such interference; however, the Licensee shall pay all costs of any work or operations performed by the Owner to eliminate or reduce inductive interference.

The Owner shall inspect each new installation and reserves the right to make periodic inspections of any part of the cable, wires and equipment of Licensee in the Owner's Metro System and in the vicinity thereof; and Licensee shall reimburse the Owner for the expense of such inspections. Inspections will not be made more often than once a year unless, in the Owner's judgment, such inspections are required for reasons involving safety or are required because of a violation of the terms of this agreement by Licensee. The charge for the inspection shall be in accordance with the terms and conditions of Article VII hereof. The making of such inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this agreement.

ARTICLE VII FEES AND CHARGES

- (1) The Licensee agrees to pay the Owner a nonrefundable Application Fee in the amount provided for in Owners Pole Attachment and Conduit Use Rate PA, as the same may be amended from time to time, for each application for a license. Said Fee must accompany the Application.
- (2) The Licensee agrees to pay the Owner an Annual Fee in the amount provided for in the Owner's Pole Attachment and Conduit Use Rate PA, as the same may be amended from time to time. For each foot of conduit covered by a Permit granted

after July 1 of any contract year, the Licensee shall, within twenty-one (21) days after issuance of the Permit for said conduit, pay the pro rata portion of the Annual Fee for the remainder of the contract year.

- (3) The Licensee further agrees to pay the Owner:
 - (a) The Owner's cost (including, but not limited to, the cost of an investigation of the Owner's conduit, manhole and vaults and field book records, field visits, determination of the Owner's current and future requirements, preparing a preliminary cost estimate for the Owner's work to accommodate the Licensee, preparing a written response detailing the results of the Metro System investigation, and issuing a permit if granted, engineering and rearranging the existing facilities) of work to accommodate installations by the Licensee when the Licensee has authorized such work pursuant to this agreement.
 - (b) The owner's cost of making any inspection or inspections pursuant to Articles II and VI hereof.
- (4) In the event that any present or future Federal Law, Executive Order or Administrative Rules and Regulations pertaining to Economic controls prevent the Owner from charging all or any part of the Application Fee provided for in Paragraph (1) of this Article VII or any part of the Annual Fee provided for in Paragraph (2) of this Article VII, the Licensee shall, during the time or times that the Owner is prevented from making such charges, pay the portion of said Application Fee and/or Annual Fee which is permissible under such Federal Law, Executive Order or Administrative Rules and Regulations pertaining to Economic Controls.
- (5) When any charge to the Licensee provided for in this agreement is to be based upon the Owner's cost, said cost shall be determined in accordance with the Owner's regular and customary method of determining such costs unless otherwise expressly provided herein.
- (6) The Owner may at its option require the licensee to pay the estimated cost of any work to accommodate installations, to be paid pursuant to Paragraph (3)(a) of this Article VII, prior to the commencement of any such work to accommodate

installations. If the actual cost of any such work is not equal to the advance payment made by the Licensee, the Owner will, after completion of the work, submit to the Licensee a bill for the amount by which the cost of the work exceeded the advance payment or will grant the Licensee a credit for the amount by which the advance payment exceeded the actual cost of the work to accommodate installations.

ARTICLE VIII TERMINATION OF PERMITS

Upon notice from the Owner to Licensee that the use of any Metro System is not authorized by Federal, State, County or Municipal authorities or private property owners, the license covering the use of such Metro System shall immediately terminate and shall be surrendered and Licensee shall remove its cables, equipment and facilities at once from the affected Metro System.

Upon notice from the Owner to the Licensee that the Owner intends to abandon all or any portion of the Metro System, the Permit covering said portion shall, unless otherwise provided in the notice, terminate and cease to be effective as to said portion. To the extent that it may legally do so under prior agreements or otherwise, the Owner may sell to the Licensee, at any time within thirty (30) day after such notice, at the then value thereof in place or such other equitable sum as may be agreed upon between the parties, any portion of the metro System which the Owner has given notice of intent to abandon.

If at any time the Owner, or other party under the terms of a joint-use agreement executed prior to the date of this agreement, desires to make additional installations to any Metro System carrying facilities of the Licensee, or otherwise to use for its own service needs the space occupied by the Licensee's facilities, and in the Owner's judgment the existing Metro System is inadequate under applicable requirements and specifications to support such additional facilities or use, the Owner shall give the Licensee notice to that effect and the Permit covering said Metro System shall terminate and cease to be effective as to said Metro System unless within ten (10) days after such notice the Owner receives authorization from the Licensee agreeing to pay the entire cost (as provided in Paragraph (3)(a) of Article VII hereof) to the Owner of replacing the inadequate Metro System with a Metro System adequate to support such additional facilities or use together with the facilities of the Licensee and the existing facilities of the Owner that are to remain, and the existing facilities of other parties if made pursuant to joint-use agreements executed prior to the date of this

agreement. If the existing Metro System would be adequate but for the facilities of other parties made pursuant to joint-use agreements executed after the date of this agreement, the Licensee shall not be liable for any portion of the cost of a replacement Metro System therefor.

The Licensee may at any time terminate any Permit or Permits by removing its facilities from any Metro System and by notice to the Owner in duplicate on the "Termination of Use of Consumers Energy Company's Conduit Duct System by Licensee" form attached hereto and made a part hereof as Exhibit B; the Permit or Permits covering the use of such conduit shall thereupon terminate and cease to be effective.

Any Permit granted hereunder for installation in the Owner's Metro System shall terminate without further notice to Licensee as to individual conduit covered by the Permit to which Licensee has not installed within sixty (60) days from the date that Owner has notified Licensee that such conduit is available for installation of the operating facilities of Licensee.

The Owner may require that all Permits shall automatically terminate and cease to be effective upon the termination of this agreement.

ARTICLE IX TERMINATION FOR DEFAULT

If the Licensee shall neglect or refuse to comply with any of the provisions of this agreement, including the specifications and requirements referred to in Article II hereof, or default on any of its obligations hereunder, and shall fail within ten (10) days after written notice from the Owner to correct such neglect, refusal or default, the Owner may at its option, in addition to any other remedy available to it, forthwith terminate this agreement or the Permit or Permits covering the conduit as to which such neglect, refusal or default shall have occurred.

ARTICLE X REMOVAL UPON TERMINATION

The Licensee shall remove from any Metro System its facilities, the Permit or Permits for which have been terminated, within thirty (30) days (except as otherwise provided in the first paragraph of Article VIII hereof) after the time such Permit or Permits cease to be effective, failing which the Owner shall have the right to remove the Licensee's facilities from said Metro System without notice or liability of any kind; in the latter event, the Licensee shall reimburse the Owner

upon demand for the cost to the Owner of such removal, and shall indemnify and save the Owner harmless from and against all loss, liability or expense (including, but not limited to, claims of third parties), resulting from such removal.

ARTICLE XI LIABILITY AND INSURANCE

The Licensee shall at its sole expense secure and maintain in force in the name of the Licensee during the entire life of this agreement, policies of insurance of the following types:

- (a) Worker's 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 the Owner, its Directors, Officers, and Employees as Additional Insured as their interest may appear, and such coverage shall be primary to any insurance maintained by Owner.
- (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 the Owner and shall be obtained and become effective prior to the attachment of facilities of the Licensee to any pole or poles of the Owner hereunder. A copy of the policy shall be furnished to the Owner at the Owner's request.

The Licensee shall submit Certificates of Insurance to Owner prior to the attachment of facilities of the Licensee to any pole or poles of the Owner. The Certificates of Insurance shall be on the form furnished by the Owner or any other form approved by the Owner's 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 Certificate of Insurance shall be submitted to:

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

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

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

ARTICLE XII RIGHTS OF OTHER PARTIES

Nothing contained herein shall be construed as affecting any rights or privileges, heretofore granted by the Owner by contract or otherwise to any other parties, to use any Metro System covered by this agreement, and the Owner shall have the right to continue, modify and extend any such rights or privileges in accordance with the terms of any such rights or privileges. The installation privileges granted herein shall be subject to such previously granted rights or privileges. Moreover, nothing contained herein shall be construed as affecting any rights or privileges hereafter granted by the Owner by contract or otherwise to any other parties, to use any Metro System covered by this agreement, and the Owner shall have the right to initiate, continue, modify and extend any such rights or privileges in any manner not inconsistent with the performance of its obligations hereunder.

ARTICLE XIII ASSIGNMENT

This agreement shall be personal to the Licensee, and any assignment or other transfer by the Licensee, in whole or in part, of its rights or privileges hereunder, without the prior written consent of the Owner, shall be void and not merely voidable. Subject to the foregoing, this agreement shall extend to and bind the successors and assigns of the parties hereto.

**ARTICLE XIV
WAIVER OF TERMS AND CONDITIONS**

Failure of the Owner to enforce or insist upon compliance with any of the terms or conditions of this agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

**ARTICLE XV
BILLS AND PAYMENTS**

Initial annual rental charges shall be paid in advance at such time as the Licensee's permit becomes effective. Thereafter, except as provided otherwise below, annual rental shall be billed quarterly, due in advance on the first day of January, April, July and October.

Bills shall include the following Charges or costs as applicable:

- Power Supply Service
- Conduit Rental
- Rearrangement (Reconstruction or Alteration)
- Inspection
- Duct Rodding
- Other Expenses

Quarterly conduit rental shall be one-quarter of the annual rate and shall be based on the number of conduit feet occupied on the first day of the quarter.

Licensees whose annual rental charges, when calculated in accordance with the Owner's Pole Attachment and Conduit Use Rate PA, are \$60.00 or less per contract are required to pay a minimum annual rental charge of \$60.00. Initial annual minimum rental charges shall be due in advance concurrent with the date upon which the permit becomes effective. Thereafter, annual minimum rental charges shall be billed annually, due in advance on the first day of April.

Licensees not subject to annual minimum rental charges, but whose annual rental is \$1,000 or less, shall be billed annually, due in advance on the first day of April.

Unless otherwise expressly provided herein, bills under this agreement shall be payable within twenty-one (21) days after presentation. Non-payment of bills within said period shall be deemed to be a default within the meaning of Article IX hereof. Any bill not paid when due shall be subject to the Late Payment Charge provided in the Owner's Pole Attachment and Conduit Use Rate PA, as the same may be amended from time to time.

**ARTICLE XVI
MICHIGAN PUBLIC SERVICE COMMISSION**

This agreement is subject to all applicable rules, regulations and orders of the Michigan Public Service Commission and to the terms of the Owner's Pole Attachment and Conduit Use Rate PA, as the same may be amended from time to time. To the extent that any provision of this agreement is in conflict with any such rule, regulation, order or rate, such rule, regulation, order or rate shall control.

**ARTICLE XVII
TERM OF AGREEMENT**

This agreement shall take effect one week after date of signing by Consumers Energy Company and, unless sooner terminated in accordance with the provisions of Article IX hereof, shall continue in effect until terminated by mutual consent, or by either party giving the other at least six months' advance written notice of its desire to terminate the same at any time hereafter.

**ARTICLE XVIII
NOTICES AND DOCUMENTS**

Except as otherwise provided in this agreement, the giving or furnishing of any notice or document in connection with this agreement shall be deemed to occur (a) in the case of personal delivery of such notice or document, on the date of such delivery, (b) in the case of mailing of such notice or document by registered or certified mail, on the date of receipt of such registered or certified mail, or (c) in the case of mailing of such notice or document by regular mail, on the second business day following the date of postmark of such mailing.

Notices or other documents to be given or furnished to the Owner shall be delivered or mailed to:

Consumers Energy Company
Att: Don Lemons, P12-811
1945 Parnall Road
Jackson, MI 49201

Notices or other documents to be given or furnished to the Licensee shall be delivered or mailed to:

Either Party may at any time change a designation of the individual or address to which notices or other documents are to be delivered or mailed by giving notice in writing of such change of designation to the other party.

**ARTICLE XIX
PREVIOUS AGREEMENTS**

With respect to the subject matter hereof, this agreement supersedes all previous representations, understandings and negotiations, either written or oral, between the parties hereto or their representatives, and constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized representatives as of the day and hear hereinabove first written.

CONSUMERS ENERGY COMPANY

By: Steven L. Ray, Its Executive Manager,
Electric Systems Operations

By: _____

EXHIBIT A

Permit No. _____

**APPLICATION AND PERMIT
CONDUIT DUCT SYSTEM**

_____, Michigan

To: CONSUMERS ENERGY COMPANY

_____,
Date

_____, Michigan

In accordance with the terms of our Agreement dated _____,
application is hereby made for permission to install cables, wires, and associated
equipment in Consumers Energy Company's conduit duct system.

_____ (Licensee)

By _____

Permit granted subject to your authorization of work to accommodate installation
at an estimated cost to you as given below:

CONSUMERS ENERGY COMPANY (Owner)

By _____

Date _____ Title _____

Work to accommodate installation in conduit duct system owned by:

Consumers Energy Company: \$ _____

_____ :

_____ :

Estimated Total \$ _____

Is hereby authorized by

_____ (Licensee)

Date _____ By _____

Number of feet of conduit to be occupied: _____

EXHIBIT B

Termination No. _____

**TERMINATION OF USE OF CONSUMERS ENERGY COMPANY'S
CONDUIT DUCT SYSTEM**

_____, Michigan

To: CONSUMERS ENERGY COMPANY

_____,
Date

_____, Michigan

In accordance with the terms of our agreement dated _____, please cancel from your records _____ feet of conduit occupied in _____, Michigan and more particularly located as indicated below and/or in attached sketch, which is covered by Permits No _____. Our cable, wires and associated equipment were removed from said conduit duct system on _____ (date).

(Licensee)

By _____

Acknowledged: _____
Date

CONSUMERS ENERGY COMPANY (Owner)

By _____

Number of feet of occupied conduit: _____