

**Summit Township
Mason County, Michigan**

ORDINANCE NO. 8

A FRANCHISE, granting to GREAT LAKES ENERGY COOPERATIVE, its successors and assigns, the right, power and authority to lay, maintain and operate gas mains, pipes and services and to lay, maintain and operate electric lines, poles and services on, along, across and under the highways, streets, alleys, bridges and other public places, and to do a local gas and electric public utility business in the Township of Summit, Mason County, Michigan for a period of thirty years.

The Township of Summit ORDAINS:

Section 1. Grant of Gas and Electric Franchise and Consent to Laying of Pipes, Etc.

Subject to all the terms and conditions mentioned in this Franchise, consent, permission, right and authority is hereby given to Great Lakes Energy Cooperative, a corporation organized under the laws of the State of Michigan (the "Company"), and to its successors and assigns to lay, maintain, operate and use gas pipes, mains, conductors, service pipes and other necessary equipment, and to lay, maintain, operate and use electric lines, poles, cables, conduits, appliances, buildings and other necessary works in the highways, streets, alleys and other public places in the Township of Summit, Mason County, Michigan, (the "Township") and a non-exclusive franchise is hereby granted to the Company, its successors and assigns, to transact local business in the Township for the purposes of producing, storing, transmitting, selling and distributing gas and electricity in, into and through the Township and all other matters incidental thereto.

Section 2. Use of Streets and Other Public Places. The Company, its successors and assigns, shall not unnecessarily obstruct the passage of any of the highways, streets, alleys, or other public places within the Township and shall within a reasonable time after making an opening or excavations, repair the same and leave it in as good condition as before the opening or excavation was made. The Company, its successors and assigns shall use due care in exercising the privileges herein contained and shall be liable to the Township and to every owner of property abutting the Company's gas pipelines, electrical lines or other facilities, for all damages and costs arising from the default, carelessness, or negligence of the Company or its officers, agents and servants.

No road, street, alley, or highway shall be opened for the laying of gas trunk lines or gas lateral mains except upon application to the Highway Commission or the Township or other authority having jurisdiction in the premises, stating the nature of the proposed work and the route. Upon receipt of such application, it shall be the duty of the Highway Commissioners or the Township Board, or such other authority as may have jurisdiction, to issue a permit to the Company to do the work proposed.

Section 3. Force Majeure. The Company shall not be under any liability for failure to furnish gas or electric service as herein provided, or for any breach of the Company's obligations hereunder, if such failure or breach is caused in any part by acts of God, labor troubles, strikes, shortages of supply, accidents, breakage or repair of pipeline, machinery or equipment, failure of suppliers to deliver, shortages of materials or labor, governmental laws, rulings or regulations, or any other causes or contingencies not reasonably within the control of the Company.

Section 4. Indemnity. As part of the consideration for the granting of this Franchise, the Company (indemnitor) shall, at its sole cost and expense, fully indemnify and hold the Township (indemnitee), its officers, boards, commissions, agents and employees, harmless against any and all claims, demands, lawsuits, actions, liability and judgments for damages arising out of the granting or operation of this Franchise, including but not limited to liability for damages to any former holder of a public utility franchise whose franchise may have been revoked and superseded by this Franchise. In further consideration for the granting of this Franchise, the Company shall pay actual attorney's fees, costs and expenses which may be incurred by the Township in defense of or in response to any claim, demand, lawsuit, action or administrative proceeding arising out of the granting of this Franchise or the revocation of prior franchises, whether or not judgment is entered against the Township.

Section 5. Effective Date; Term of Franchise; Acceptance by the Company. This Franchise shall take effect the day following the date of publication thereof, which publication shall be made within thirty (30) days after the date of its adoption, and shall continue in effect for a period of thirty (30) years thereafter; provided, however, that when this Franchise shall become effective the Township Clerk shall deliver to the Company a certified copy of the Franchise accompanied by written evidence of publication and recording thereof as required by law, and the Company shall, within sixty (60) days after receipt of the above documents, file with the Township Clerk its written acceptance of the conditions and provisions hereof.

Section 6. Franchise Irrevocable if Approved. This Franchise shall be irrevocable during its term if a majority of the electors of the Township approve of this Franchise as irrevocable at the next election following adoption of this Franchise by the Township Board. If the electors of the Township do not approve this Franchise as irrevocable, this Franchise shall nevertheless remain valid and binding in every other particular, but shall be subject to revocation during its term at the will of the Township.

Section 7. Effect and Interpretation of Franchise. All other franchises, ordinances and resolutions, and parts thereof, which conflict with any of the terms of this Franchise are hereby rescinded. In the case of conflict between this Franchise and any such franchises, ordinances or resolutions, this Franchise shall control. The catch line headings which precede each section of this Franchise are for convenience in reference only and shall not be taken into consideration in the construction or interpretation of any of the provisions of this Franchise.

Section 8. Successors and Assigns. The words "Great Lakes Energy Cooperative" and the "Company," wherever used herein, are intended and shall be held and construed to mean and include both Great Lakes Energy Cooperative and its successors and assigns, whether so expressed or not.

Ayes: Four
Nays: None
Date Passed: August 3, 1998

Attested, by Order of the Township of
Summit, Mason County, Michigan

Mary Adker
Township Clerk
Mary Adker

Edward S. Iteen
Township Supervisor
Edward S Iteen

ACCEPTANCE

This Franchise is hereby accepted by the Company on 10-5-98, pursuant to the terms and conditions set forth in the foregoing Franchise.

GREAT LAKES ENERGY COOPERATIVE

By: Robert L. X. [Signature]
Its: PRES. / COO

high in itself, but when affect the senior-age par- tion can become quite an said, adding that her gun experiencing some

ally have a large network here for support. Shawn is not feeling well, but dragging him in and out of back and forth to doctors. it to upset him. Children at his age."

the school system with ents is also difficult, but she's confident she port at Mason County

pal came right out and What can we do here at things easier for you with

get included in a lot of school because you are ne they feel you can't keep

support. Grandma's main worry. the to the difficulty the Shafers face in raising their grandson.

"We are not only caring for a grandson, but caring for one that is handicapped. It makes it much more difficult, not only because of the extra care, but because of all the extra running for therapy, clinics and specialists," she said.

"I find one of the hardest things is to

four years and that was a respite for me, and we have had young adults help out.

"But this summer we've not been able to find someone. It can be a lot of effort to interview people. Relatives and friends help out when they can," she said.

Regardless of their circumstances, the three grandmothers mentioned common concerns about raising their grandchild-

have to know that there are others out there and then work to find out what solutions are available."

Hopewell had also attended a work-

More sessions will be arranged and a support group is possible if there is enough interest.

SUMMIT TOWNSHIP MASON COUNTY, MICHIGAN ORDINANCE NO. 8

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Ayes: Four, Nays: None, Date Passed: August 3, 1998

Attested, by Order of the Township of Summit, Mason County, Michigan:
Mary Acker,
Township Clerk
Edward S. Iteer,
Township Supervisor

CERTIFICATE

I, Mary Acker, Clerk for Summit Township, Mason County, Michigan, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the Township Board held on August 3, 1998. The following members were present at the meeting: Ed Iteer, Mary Acker, Betty Anthony and Marsha Polsen. The following members of the Township Board were absent: Duane Cooper. The Ordinance was adopted by the Township Board with members of the Board Iteer, Acker, Anthony, Polsen voting in favor, and members of the Board (none) voting in opposition.

Mary Acker
Summit Township Clerk

\$6.99

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Affidavit of Publication

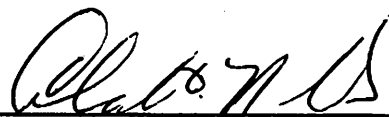
STATE OF MICHIGAN

SS

County of Mason

Alan H. Nichols being first duly sworn, says that he is the business manager of the Ludington Daily News, a daily newspaper printed and circulated in said county of Mason, and that annexed hereto is a copy of a certain order taken from said newspaper, in which the order was published on the following dates, to wit:

August 25, 1998

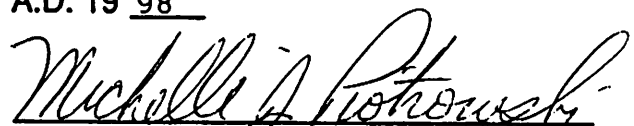


(Business Manager)

Subscribed and sworn to before me this

25th day of August

A.D. 19 98



Notary Public for Mason County

Commission Expires 12-18-2001