

AN ORDINANCE APPROVING A MASTER WIRELESS DISTRIBUTION FACILITIES LICENSE AGREEMENT WITH AMEREN ILLINOIS

WHEREAS, Attached is a master wireless distribution facilities license agreement with Ameren Illinois.

WHEREAS, the corporate authorities consider it to be in the best interest of the Village to approve the agreement with Ameren Illinois;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The attached agreement is approved.

SECTION 2: This Ordinance is effective immediately upon Ameren signing the agreement.

PASSED this 23 day of FEB, 2016.

Thomas S. Gray

VILLAGE PRESIDENT

ATTEST:

Paul Schlad

Village Clerk

AYES: 5 KIMSEY BOYLE LINDHORST MAUL SCHATTEMAN

NAYS: 0

PASSED: 2-23-16

APPROVED: 2-23-16

ABSENT: 1 CLAYTON

Chatham

Master Wireless Distribution Facilities License Agreement

MASTER WIRELESS DISTRIBUTION FACILITIES LICENSE AGREEMENT

THIS MASTER WIRELESS DISTRIBUTION FACILITIES LICENSE AGREEMENT (this "Agreement"), made and entered into this 23 day of February, 2016, by and between the Village of Chatham, hereinafter called "Licensor," and Ameren Illinois Company, an Illinois Corporation, hereinafter called "Licensee".

WITNESSETH:

WHEREAS, Licensee desires to construct, install, operate, maintain, repair, replace and remove certain wireless communications equipment Attachments (as defined herein) on or from the tops of Licensor's Poles (as defined herein), for use in its business; and

WHEREAS, Licensor shall allow Licensee or its qualified contractor to construct, install, operate, maintain, repair, replace, and remove Attachments on or from the tops of Licensor's Poles (each a "License", and each location that Licensee licenses from Licensor under a License is referred to herein as a "Site" and, collectively, the "Sites"); and

WHEREAS, Licensor is willing to permit Licensee to place and maintain said Attachments on said Poles, subject to the terms and conditions in this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter stated, Licensor will issue Licenses as are specifically designated in the manner prescribed herein, subject to the following terms and conditions:

ARTICLE I **DEFINITIONS**

Section 1.1. Definitions. As used in this Agreement, the following terms shall have the respective meanings set forth below:

"Affiliate" of a specified Person means any Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such specified Person. As used in this definition of Affiliate, the term "control" of a specified Person including, with correlative meanings, the terms, "controlled by" and "under common control with," means (a) the ownership, directly or indirectly, of 50 percent or more of the equity interest in a Person or (b) the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" shall have the meaning set forth in the preamble to this Agreement.

"Annual Pole Attachment Fee" has the meaning set forth in Section 6.2.

"Application Fee" has the meaning set forth in Section 6.1.

"Attachments" means all unmanned radio communications equipment for use in a wireless communications system and all associated hardware and equipment reasonably

necessary to the attachment of said communications equipment, owned and/or utilized by Licensee, that occupy Licensor's Poles.

"Application Notification" has the meaning set forth in Section 3.2(a).

"Business Day" means any day except Saturday, Sunday or any other day on which commercial banks located in Missouri are authorized or required by Law to be closed for business.

"Complete Application" has the meaning set forth in Section 3.2(a).

"Estimate" shall have the meaning set forth in Section 3.2(b).

"Facility" or "Facilities" shall include, subject to any restrictions set forth herein, any of Licensor's Poles, ducts (each being a single enclosed raceway for conductors, cable or innerduct), conduits (each being a structure containing one or more ducts, i.e., a "bank" of Ducts, grouped together in a particular formation), manholes, vaults, innerducts and/or rights-of-way.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

"License" has the meaning set forth in the second Whereas clause of this Agreement.

"Licensee" shall have the meaning set forth in the preamble to this Agreement.

"Licensor" shall have the meaning set forth in the preamble to this Agreement.

"Make-Ready Payment" shall have the meaning set forth in Section 3.2(c).

"Make-Ready Work" means all work, as reasonably determined by Licensor, including, but not limited to, replacement, rearrangement and/or transfer of existing facilities, required to accommodate the Attachments and to meet the NESC or other reasonable engineering and/or construction requirements of Licensor. Such work includes, but is not limited to, inspections, surveys, engineering, permits and construction, but does not include work included in the Survey.

"NESC" means the National Electrical Safety Code.

"Other Licensee" means any entity, other than Licensee, to whom Licensor has extended or hereafter shall extend the privilege of utilizing Licensor's Facilities, including entities furnishing telecommunications services.

“Person” means an individual, a partnership, a corporation, an association, limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization, or a Governmental Authority.

“Pole” means a distribution system pole owned or jointly used by Licensor for the distribution of electricity less than 100 kilovolts (kV).

“Site” and “Sites” each has the meaning set forth in the second Whereas clause of this Agreement.

“Survey” means all work including, but not limited to, engineering analysis, inspections, review of the design, strength and loading characteristics of the affected Pole(s), and performance of such tests, calculations, analyses, and other items reasonably necessary to calculate the Make-Ready Work.

“Transmission Facilities” means Licensor’s electric supply lines and support structures operated at, or above, 100 kilovolts (kV).

Section 1.2. Construction of Certain Terms and Phrases. Unless the context of this Agreement otherwise requires: (a) words of either gender include the other gender; (b) words using the singular or plural also include the plural or singular, respectively; (c) the terms “hereof,” “herein,” “hereby,” “hereto” and similar words refer to this entire Agreement and not any particular Article, Section, Clause, Exhibit, Appendix or Schedule or any other subdivision of this Agreement; (d) references to “Article,” “Section,” “Clause,” “Exhibit,” “Appendix” or “Schedule” are to the Articles, Sections, Clauses, Exhibits, Appendices and Schedules, respectively, of this Agreement; (e) the words “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import; and (f) references to “this Agreement” or any other agreement or document shall be construed as a reference to such agreement or document, including any Exhibits, Appendices, Attachments and Schedules thereto, as amended, modified or supplemented and in effect from time to time. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. All accounting terms used herein and not expressly defined herein shall have the meanings given to them under generally accepted accounting principles as promulgated by the Financial Accounting Standards Board and as in effect on the Effective Date.

ARTICLE II **GENERAL PROVISIONS**

Section 2.1. Ownership. No use, however extended, of Licensor's Poles or payment of fees or charges required under this Agreement shall create or vest in any attaching party any ownership or property rights in the Poles or other Facilities, but the rights granted shall be and remain a mere license. This Agreement shall not constitute an assignment or apportionment of any of Licensor's rights to use the public or private property at the location of its Poles. Nothing herein contained shall be construed to compel Licensor to maintain any of its Poles for a period longer than is necessary for its own service requirements.

Section 2.2. Rights-of-Way. Notwithstanding anything herein to the contrary, Licensor does not represent or warrant that it has the right to grant to any Licensee the use of any right-of-way or easement upon which Licensor's Poles or other Facilities are located, nor to defend Licensee in the use of same. Licensee shall have the appropriate authority to erect and maintain the Attachments.

Section 2.3. Maintenance of Poles by Licensor. Licensor assumes or accepts no responsibility or obligation to maintain its Facilities in any manner inconsistent with its then current maintenance practices due to the presence of Attachments. Furthermore, Licensor may elect to abandon in place its own Facilities despite the existence of Attachments thereon or therein, with no assumption of liability whatsoever.

Section 2.4. Other Facilities. No License under this Agreement shall extend to any of Licensor's Transmission Facilities or other Facilities or property other than Poles as set forth herein.

Section 2.5. License Denial. The parties agree that License(s) shall not be issued to Licensee when Licensor determines, in its commercially reasonable discretion that such License(s) should be denied for (i) insufficient capacity, or (ii) for reasons of (a) safety, (b) reliability, or (c) generally applicable engineering purposes. Such denial shall be in writing to the Licensee.

Section 2.6. Affiliates. This Agreement shall apply to any of Licensee's Affiliates without the prior consent of Licensor.

Section 2.7. Third-Party Usage. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use Licensor's Poles covered by this Agreement as long as such rights shall not interfere with any and/or all rights, granted or implied, to Licensee pursuant to this Agreement.

Section 2.8. Condemnation. If all or any portion of a Site shall be taken or condemned for any public purpose, the License for that Site shall cease and terminate as of the date the title vests in the condemning authority. Licensor will provide notice of the proceeding to Licensee within five (5) Business Days after Licensor receives notification of any condemnation proceedings affecting a Site. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds. Licensee will be entitled to reimbursement for any prepaid license fees on a pro rata basis.

ARTICLE III **GENERAL REQUIREMENTS FOR ACCESS**

Section 3.1. Application Process Generally. Licensee shall not begin attaching any of its Attachments, including, without limitation, any power supply equipment, to any of Licensor's Poles without first making application for a License and obtaining written approval of the License from Licensor as provided in Section 3.2.

Section 3.2. Application Process for Attachments. Licensee shall submit a Complete Application (as supplied by Licensor) for attaching or modifying any of its Attachments, identifying the Poles involved and such other information required therein. Licensor shall timely

notify Licensee of errors in an incomplete application and return the application to Licensee for resubmittal. The following provisions shall apply with respect to Licensee's Attachment requests, subject to applicable Law:

(a) Survey. After Licensor's receipt of a complete application (a "Complete Application"), Licensor shall grant or deny an attachment request submitted by Licensee and provide Licensee written notification thereof ("Application Notification").

(b) Estimate. If Licensor does not deny Licensee's Complete Application as set forth above, Licensor shall present to Licensee an estimate of charges to perform all Make-Ready Work (the "Estimate").

(c) Acceptance. Licensee shall be entitled to accept the Estimate by making payment to Licensor of the amount set forth in the Estimate (the "Make-Ready Payment") any time after receipt of the Estimate.

(d) Make-Ready. Upon receipt of the Make-Ready Payment, Licensor shall provide notification to all known entities with existing Attachments that may be affected by the Make-Ready Work. Licensee acknowledges that Make-Ready Work typically includes, among other things, replacement of the applicable Pole(s) subject to the Complete Application.

Section 3.3. Disclosure of Applications. To the extent necessary to accommodate Licensee's Attachments or the attachments of Other Licensees, requests for access may be shared with all Other Licensees.

Section 3.4. NESC Compliance. All Attachments, including temporary Attachments, shall comply with the current edition of the NESC, including, without limitation, Rules 232, 235, 238, 239, 264a and Section 43 and any other requirements of this Agreement.

ARTICLE IV **INSTALLED ATTACHMENTS**

Section 4.1. Installed Attachments; Maintenance and Repairs by Licensee. Licensee shall, at its own expense, install all Attachments in a safe condition and maintain the same in good repair, and any reasonable manner suitable to Licensor and so as not to conflict with the use of said Pole by Licensor.

Section 4.2. Operation.

(a) When a License is issued pursuant to this Agreement, Attachments shall be installed and maintained in accordance with the requirements and specifications of the then current editions of the American National Standards Institute, National Electrical Code (NEC), and the NESC, both of which are incorporated by reference in this Agreement, and the rules and regulations of the Occupational Safety and Health Act of 1970 (OSHA) and in compliance with any lawful rules, regulations, or orders now in effect or that may hereafter be issued by Licensor, Governmental Authority, or other authority having jurisdiction.

(b) Licensee must furnish, own, install, operate and maintain Attachments at its own expense.

(c) Licensee acknowledges and agrees that it is solely responsible for ensuring compliance with any and all antenna registration requirements with respect to the location of Licensee's antennas or other Licensee Attachments.

Section 4.3. Adjacent Facilities. Licensee recognizes that Licensor will need to use, or otherwise have access to, the Sites or the area surrounding the Sites in conjunction with the operation and maintenance of Licensor's electric distribution system. Licensee agrees to subordinate its rights under this Agreement in favor of Licensor's rights to perform necessary, emergency, or otherwise expedient operations on such surrounding or adjacent Facilities.

Section 4.4. Subordination.

(a) This Agreement and subsequent Licenses shall be subordinate to any lien of any mortgage or deed of trust heretofore or hereafter placed upon the Facilities, insofar as it affects the real property and fixtures of which the Site forms a part (but not Licensee's trade fixtures and other personal property), to any and all advances made or to be made thereunder, to the interest on the obligations secured thereby, and to all renewals, replacements and extensions thereof.

(b) Licensee covenants and agrees to execute and deliver upon demand without charge therefor, such further instruments evidencing subordination of this Agreement to the lien of any such mortgages or deeds of trust as may be required by Licensor or the purchaser of the Adjacent Facilities provided that such lienholder agrees in writing not to disturb Licensee's use and possession of a Site as long as Licensee shall not be in default hereunder.

ARTICLE V **FACILITY MODIFICATION**

Facility Modifications by Licensor. Licensor will not be required to provide advance notice for Facility modifications made by reason of emergency or routine maintenance activities but shall provide twenty (20) days advance notice for non-routine maintenance. Where Licensor must replace or relocate a Pole and such replacement or relocation is not caused by the addition of a new Attachment, an emergency or routine maintenance, Licensor shall provide Licensee reasonable advance notice before undertaking such replacement or relocation. Licensee shall transfer Attachments within sixty (60) days of receiving notice that the new Pole is in place.

ARTICLE VI **CHARGES FOR SERVICE AND PAYMENT TERMS**

Section 6.1. Application Fee. Licensee shall pay, as set forth on Exhibit A, (a) an Attachment application fee ("Application Fee") at the time it files a Complete Application. The costs for Surveys are included in the Application Fee provided for in Exhibit A.

Section 6.2. Annual Payment of Attachment Fees. Licensee shall pay each year the Pole Attachment fees ("Annual Pole Attachment Fee") set forth in Exhibit A for each of its

Attachments as determined by Licensor in accordance with Licensor's internal records. The parties acknowledge and agree that the Annual Pole Attachment Fee is a reasonable rate given the size, location, amount of space used, and nature of the Attachment(s) and was negotiated at arm's length in good faith. Licensee's equipment attached for a portion, but not the entirety of, a calendar year will be pro-rated for such year for the purpose of calculating the Attachment fee for such year. As soon as practicable after the end of each calendar year, Licensor will provide to Licensee an invoice setting forth the amount of the fees for all Attachments during the previous calendar year. The amount due under each invoice shall be due to Licensor within thirty (30) days after the date of the applicable invoice.

Section 6.3. Electricity. Licensee shall pay Licensor for all electricity used by the Attachments pursuant to the terms of such other arrangements therefor as may exist between Licensee and Licensor, or if no such separate arrangements exist, then in a manner reasonably determined by Licensor.

Section 6.4. Payment for Make-Ready Work. Licensee will be required to pay in advance of making any Attachment the estimated cost for all Make-Ready Work necessary to accommodate access or modification to Poles or other Facilities for an Attachment, including, without limitation, the cost of any Pole replacement.

ARTICLE VII **CHARGES AND TAXES**

Section 7.1. Charges and Taxes. Licensee shall promptly pay for all charges for work and materials in connection with Licensee's Attachments and equipment or facilities, and shall promptly pay all taxes levied or assessed in connection therewith and Licensee shall hold Licensor's property harmless from any associated liens or encumbrances. Licensee shall reimburse Licensor for any additional personal, rental, real property or other taxes paid by Licensor as a result of the Attachments' placement hereunder.

ARTICLE VIII **ASSIGNMENT**

Section 8.1. Assignment. This Agreement shall inure to the benefit of and be binding upon the parties' successors and assigns and such successors and assigns of the Parties shall be bound by the terms of this Agreement.

Section 8.2. Sublicense. Licensee shall be allowed to sub-license all or part of the Attachment(s) to a third party provided the third party complies with the terms of this Agreement.

ARTICLE IX **REQUIREMENTS FOR ATTACHMENT TO POLES**

Section 9.1. Location. Licensee shall locate Attachments only on the Pole top as provided per Licensor's instructions.

Section 9.2. Non-Interference. Licensee shall have the obligation and duty to verify that the service requirements of Other Licensees will not be disrupted.

ARTICLE X
TERMINATION OF THE AGREEMENT

Section 10.1. Termination. This Agreement shall be for a period of five (5) years. Thereafter, this Agreement shall continue until terminated as follows: (a) by mutual consent, or (b) by either party by giving the other party at least sixty (60) days' prior written notice of its intent to terminate, or (c) by a party if the other party (i) terminates or suspends its business, (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law, (iii) becomes insolvent or unable to pay its obligations as they accrue, or (iv) becomes subject to direct control by a trustee, receiver or similar authority.

Section 10.2. Termination for Default. If either party shall fail to comply with any of the provisions of this Agreement, or shall default or breach any of its obligations hereunder and shall fail to correct such default, non-compliance or breach within thirty (30) days after written notice from the non-defaulting party, the non-defaulting party may terminate the Agreement.

ARTICLE XI
LIMITATION OF LIABILITY

Licensee shall not be liable to Licensor for any interruption of Licensor's service or damages to Licensor's property that arises from causes not related to Licensee's actions in or around Licensor's poles or equipment.

ARTICLE XII
FORCE MAJEURE

Neither Party shall be liable for any damages, costs, expenses or other consequences incurred by the other Party due to circumstances or events beyond their reasonable control, including, but not limited to fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of the public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, or any other circumstances beyond the control and without the fault or negligence of either Party.

ARTICLE XIII
GOVERNING LAW; LAWSUITS

This Agreement shall be governed by and construed in accordance with the internal laws, and not the laws of conflicts of laws, of the State of Illinois without regard to its choice of law provisions. This Agreement, including the interpretation, construction, validity and enforceability hereof, and the transactions contemplated herein, and all disputes between the parties under or related to this Agreement or the facts and circumstances leading to its execution or performance, whether in contract, tort or otherwise will be governed by the laws of the State of Illinois without regard to the conflict of laws rules thereof. IN ADDITION, THE REMAINDER OF THIS PROVISION SHALL APPLY WITH RESPECT TO ANY LEGAL ACTIONS OR PROCEEDINGS BETWEEN THE PARTIES. EACH PARTY, KNOWINGLY AND INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY, WAIVES TRIAL BY JURY IN AND AS TO ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS

AGREEMENT AND FOR ANY CLAIM, COUNTERCLAIM, CROSS CLAIM OR THIRD PARTY CLAIM THEREIN. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT SHALL BE INSTITUTED EXCLUSIVELY IN THE UNITED STATES FEDERAL COURTS WITH JURISDICTION OVER THE CENTRAL DISTRICT OF ILLINOIS, OR IF JURISDICTION IS NOT PROPER IN SUCH COURTS THEN ONLY IN THE ILLINOIS STATE COURTS WITH JURISDICTION IN , SANGAMON COUNTY ILLINOIS, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

ARTICLE XIV **MISCELLANEOUS**

Section 14.1. Waiver. Failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or the rights hereunder terminated shall not constitute a general waiver or relinquishment of any of the terms or conditions herein contained, but the same shall be and remain at all times in full force and effect.

Section 14.2. Severability. In the event that any of the terms of this Agreement are found to be unenforceable for any reason, Licensor, at its sole option, may declare the remainder of the Agreement to be null and void, or may, in its sole discretion, waive any such provision found to be ineffective and enforce the remaining provisions of this Agreement.

Section 14.3. Amendment. The terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.

Section 14.4. Representations and Warranties; Good Faith Negotiation. Each party represents and warrants to the other that (i) it has full right, power and authority to execute this Agreement and has the power to grant all rights hereunder; (ii) its execution and performance of this Agreement and subsequent Licenses will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on said party; and (iii) the execution and delivery of this Agreement, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law of the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree. The parties acknowledge that the terms and conditions set forth in this Agreement were agreed to voluntarily after extensive good faith negotiations at arm's length and contain concessions, valuable consideration, benefits and burdens for and from both parties.

Section 14.5. Notice. Wherever in this Agreement notice is required to be given by either party to the other, such notice shall be in writing and shall be effective when personally delivered to, sent by electronic mail to, or when mailed by certified mail, return receipt requested, with postage prepaid and properly addressed to the contact personnel listed below, or to such other address as either party may, from time to time, give the other party in writing.

Licensee:

General Counsel
Ameren Illinois
One Ameren Plaza
P.O. Box 66149
1901 Chouteau Avenue
St. Louis, MO 63166-6149
Phone: (314) 554-2098
Fax: (314) 554-4014
E-mail:

Licensor:

Village of Chatham
Attn: Village Clerk
117 E Mulberry
Chatham IL 62629

Section 14.6. Headings. Section headings are used herein for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

Section 14.7. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which taken together shall constitute one and the same agreement.

Section 14.8. Entire Agreement. This Agreement supersedes all previous agreements, whether written or oral, between Licensor and Licensee for placement and maintenance of Attachments on Licensor's Poles covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

LICENSEE

AMEREN ILLINOIS COMPANY
d/b/a Ameren Illinois

By: _____
Ron D. Pate, SVP Operations & Technical
Services

LICENSEE

VILLAGE OF CHATHAM

By: Patrick M. McCarthy
Name: Patrick M. McCarthy
Title: Village Administrator

EXHIBIT "A"

**LICENSE FEE ADDENDUM
FEES AND CHARGES FOR WIRELESS ATTACHMENTS
ACCESS TO THE AMERENUE ELECTRICAL SYSTEM**

ANNUAL POLE ATTACHMENT FEE:

Illinois

Annual Pole Attachment Fee \$__ To be agreed upon and determined ____

APPLICATION FEE:

Attachment Application Fee\$__ To be agreed upon and determined __ per Pole
Includes data/document support, engineering analysis and review, and post-installation
field audit



March 16, 2016

Village of Chatham

Attn: Village Clerk

117 E. Mulberry

Chatham, IL 62629

Ameren IL

PO Box 66149

1901 Chouteau Avenue

St. Louis, MO 63166-6149

Please find enclosed the Master Wireless Distribution Facilities License Agreement. We appreciate your time. If any further assistance is required please contact us.

Thank you,

Joint Use Department

Ordinance No. 16- 08

AN ORDINANCE APPROVING A MASTER WIRELESS DISTRIBUTION FACILITIES LICENSE AGREEMENT WITH AMEREN ILLINOIS

WHEREAS, Attached is a master wireless distribution facilities license agreement with Ameren Illinois.

WHEREAS, the corporate authorities consider it to be in the best interest of the Village to approve the agreement with Ameren Illinois;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The attached agreement is approved.

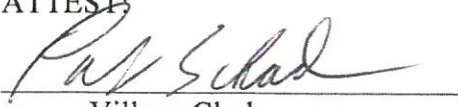
SECTION 2: This Ordinance is effective immediately upon Ameren signing the agreement.

PASSED this 23 day of FEB, 2016.



VILLAGE PRESIDENT

ATTEST:



Village Clerk

AYES: 5 KIMSEY BOYLE LINDHORST MAUL SCHATTEMAN

NAYS: 0

PASSED: 2-23-16

APPROVED: 2-23-16

ABSENT: 1 CLAYTON

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No.16- 08, adopted by the President and Board of Trustees of said Village on 2-23, 2016, said Ordinance being entitled:

AN ORDINANCE APPROVING A MASTER WIRELESS DISTRIBUTION FACILITIES LICENSE AGREEMENT WITH AMEREN ILLINOIS

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 23 day of FEB, 2016.



Village Clerk

Chatham

Master Wireless Distribution Facilities License Agreement

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WITNESSETH:

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WHEREAS, Licensor shall allow Licensee or its qualified contractor to construct, install, operate, maintain, repair, replace, and remove Attachments on or from the tops of Licensor's Poles (each a "License", and each location that Licensee licenses from Licensor under a License is referred to herein as a "Site" and, collectively, the "Sites"); and

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"Estimate" shall have the meaning set forth in Section 3.2(b).

"Facility" or "Facilities" shall include, subject to any restrictions set forth herein, any of Licensor's Poles, ducts (each being a single enclosed raceway for conductors, cable or innerduct), conduits (each being a structure containing one or more ducts, i.e., a "bank" of Ducts, grouped together in a particular formation), manholes, vaults, innerducts and/or rights-of-way.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

"License" has the meaning set forth in the second Whereas clause of this Agreement.

"Licensee" shall have the meaning set forth in the preamble to this Agreement.

"Licensor" shall have the meaning set forth in the preamble to this Agreement.

"Make-Ready Payment" shall have the meaning set forth in Section 3.2(c).

"Make-Ready Work" means all work, as reasonably determined by Licensor, including, but not limited to, replacement, rearrangement and/or transfer of existing facilities, required to accommodate the Attachments and to meet the NESC or other reasonable engineering and/or construction requirements of Licensor. Such work includes, but is not limited to, inspections, surveys, engineering, permits and construction, but does not include work included in the Survey.

"NESC" means the National Electrical Safety Code.

"Other Licensee" means any entity, other than Licensee, to whom Licensor has extended or hereafter shall extend the privilege of utilizing Licensor's Facilities, including entities furnishing telecommunications services.

“Person” means an individual, a partnership, a corporation, an association, limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization, or a Governmental Authority.

“Pole” means a distribution system pole owned or jointly used by Licensor for the distribution of electricity less than 100 kilovolts (kV).

“Site” and “Sites” each has the meaning set forth in the second Whereas clause of this Agreement.

“Survey” means all work including, but not limited to, engineering analysis, inspections, review of the design, strength and loading characteristics of the affected Pole(s), and performance of such tests, calculations, analyses, and other items reasonably necessary to calculate the Make-Ready Work.

“Transmission Facilities” means Licensor’s electric supply lines and support structures operated at, or above, 100 kilovolts (kV).

Section 1.2. Construction of Certain Terms and Phrases. Unless the context of this Agreement otherwise requires: (a) words of either gender include the other gender; (b) words using the singular or plural also include the plural or singular, respectively; (c) the terms “hereof,” “herein,” “hereby,” “hereto” and similar words refer to this entire Agreement and not any particular Article, Section, Clause, Exhibit, Appendix or Schedule or any other subdivision of this Agreement; (d) references to “Article,” “Section,” “Clause,” “Exhibit,” “Appendix” or “Schedule” are to the Articles, Sections, Clauses, Exhibits, Appendices and Schedules, respectively, of this Agreement; (e) the words “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import; and (f) references to “this Agreement” or any other agreement or document shall be construed as a reference to such agreement or document, including any Exhibits, Appendices, Attachments and Schedules thereto, as amended, modified or supplemented and in effect from time to time. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. All accounting terms used herein and not expressly defined herein shall have the meanings given to them under generally accepted accounting principles as promulgated by the Financial Accounting Standards Board and as in effect on the Effective Date.

ARTICLE II **GENERAL PROVISIONS**

Section 2.1. Ownership. No use, however extended, of Licensor's Poles or payment of fees or charges required under this Agreement shall create or vest in any attaching party any ownership or property rights in the Poles or other Facilities, but the rights granted shall be and remain a mere license. This Agreement shall not constitute an assignment or apportionment of any of Licensor's rights to use the public or private property at the location of its Poles. Nothing herein contained shall be construed to compel Licensor to maintain any of its Poles for a period longer than is necessary for its own service requirements.

Section 2.2. Rights-of-Way. Notwithstanding anything herein to the contrary, Licensor does not represent or warrant that it has the right to grant to any Licensee the use of any right-of-way or easement upon which Licensor's Poles or other Facilities are located, nor to defend Licensee in the use of same. Licensee shall have the appropriate authority to erect and maintain the Attachments.

Section 2.3. Maintenance of Poles by Licensor. Licensor assumes or accepts no responsibility or obligation to maintain its Facilities in any manner inconsistent with its then current maintenance practices due to the presence of Attachments. Furthermore, Licensor may elect to abandon in place its own Facilities despite the existence of Attachments thereon or therein, with no assumption of liability whatsoever.

Section 2.4. Other Facilities. No License under this Agreement shall extend to any of Licensor's Transmission Facilities or other Facilities or property other than Poles as set forth herein.

Section 2.5. License Denial. The parties agree that License(s) shall not be issued to Licensee when Licensor determines, in its commercially reasonable discretion that such License(s) should be denied for (i) insufficient capacity, or (ii) for reasons of (a) safety, (b) reliability, or (c) generally applicable engineering purposes. Such denial shall be in writing to the Licensee.

Section 2.6. Affiliates. This Agreement shall apply to any of Licensee's Affiliates without the prior consent of Licensor.

Section 2.7. Third-Party Usage. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use Licensor's Poles covered by this Agreement as long as such rights shall not interfere with any and/or all rights, granted or implied, to Licensee pursuant to this Agreement.

Section 2.8. Condemnation. If all or any portion of a Site shall be taken or condemned for any public purpose, the License for that Site shall cease and terminate as of the date the title vests in the condemning authority. Licensor will provide notice of the proceeding to Licensee within five (5) Business Days after Licensor receives notification of any condemnation proceedings affecting a Site. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds. Licensee will be entitled to reimbursement for any prepaid license fees on a pro rata basis.

ARTICLE III **GENERAL REQUIREMENTS FOR ACCESS**

Section 3.1. Application Process Generally. Licensee shall not begin attaching any of its Attachments, including, without limitation, any power supply equipment, to any of Licensor's Poles without first making application for a License and obtaining written approval of the License from Licensor as provided in Section 3.2.

Section 3.2. Application Process for Attachments. Licensee shall submit a Complete Application (as supplied by Licensor) for attaching or modifying any of its Attachments, identifying the Poles involved and such other information required therein. Licensor shall timely

notify Licensee of errors in an incomplete application and return the application to Licensee for resubmittal. The following provisions shall apply with respect to Licensee's Attachment requests, subject to applicable Law:

(a) Survey. After Licensor's receipt of a complete application (a "Complete Application"), Licensor shall grant or deny an attachment request submitted by Licensee and provide Licensee written notification thereof ("Application Notification").

(b) Estimate. If Licensor does not deny Licensee's Complete Application as set forth above, Licensor shall present to Licensee an estimate of charges to perform all Make-Ready Work (the "Estimate").

(c) Acceptance. Licensee shall be entitled to accept the Estimate by making payment to Licensor of the amount set forth in the Estimate (the "Make-Ready Payment") any time after receipt of the Estimate.

(d) Make-Ready. Upon receipt of the Make-Ready Payment, Licensor shall provide notification to all known entities with existing Attachments that may be affected by the Make-Ready Work. Licensee acknowledges that Make-Ready Work typically includes, among other things, replacement of the applicable Pole(s) subject to the Complete Application.

Section 3.3. Disclosure of Applications. To the extent necessary to accommodate Licensee's Attachments or the attachments of Other Licensees, requests for access may be shared with all Other Licensees.

Section 3.4. NESC Compliance. All Attachments, including temporary Attachments, shall comply with the current edition of the NESC, including, without limitation, Rules 232, 235, 238, 239, 264a and Section 43 and any other requirements of this Agreement.

ARTICLE IV **INSTALLED ATTACHMENTS**

Section 4.1. Installed Attachments: Maintenance and Repairs by Licensee. Licensee shall, at its own expense, install all Attachments in a safe condition and maintain the same in good repair, and any reasonable manner suitable to Licensor and so as not to conflict with the use of said Pole by Licensor.

Section 4.2. Operation.

(a) When a License is issued pursuant to this Agreement, Attachments shall be installed and maintained in accordance with the requirements and specifications of the then current editions of the American National Standards Institute, National Electrical Code (NEC), and the NESC, both of which are incorporated by reference in this Agreement, and the rules and regulations of the Occupational Safety and Health Act of 1970 (OSHA) and in compliance with any lawful rules, regulations, or orders now in effect or that may hereafter be issued by Licensor, Governmental Authority, or other authority having jurisdiction.

(b) Licensee must furnish, own, install, operate and maintain Attachments at its own expense.

(c) Licensee acknowledges and agrees that it is solely responsible for ensuring compliance with any and all antenna registration requirements with respect to the location of Licensee's antennas or other Licensee Attachments.

Section 4.3. Adjacent Facilities. Licensee recognizes that Licensor will need to use, or otherwise have access to, the Sites or the area surrounding the Sites in conjunction with the operation and maintenance of Licensor's electric distribution system. Licensee agrees to subordinate its rights under this Agreement in favor of Licensor's rights to perform necessary, emergency, or otherwise expedient operations on such surrounding or adjacent Facilities.

Section 4.4. Subordination.

(a) This Agreement and subsequent Licenses shall be subordinate to any lien of any mortgage or deed of trust heretofore or hereafter placed upon the Facilities, insofar as it affects the real property and fixtures of which the Site forms a part (but not Licensee's trade fixtures and other personal property), to any and all advances made or to be made thereunder, to the interest on the obligations secured thereby, and to all renewals, replacements and extensions thereof.

(b) Licensee covenants and agrees to execute and deliver upon demand without charge therefor, such further instruments evidencing subordination of this Agreement to the lien of any such mortgages or deeds of trust as may be required by Licensor or the purchaser of the Adjacent Facilities provided that such lienholder agrees in writing not to disturb Licensee's use and possession of a Site as long as Licensee shall not be in default hereunder.

ARTICLE V FACILITY MODIFICATION

Facility Modifications by Licensor. Licensor will not be required to provide advance notice for Facility modifications made by reason of emergency or routine maintenance activities but shall provide twenty (20) days advance notice for non-routine maintenance. Where Licensor must replace or relocate a Pole and such replacement or relocation is not caused by the addition of a new Attachment, an emergency or routine maintenance, Licensor shall provide Licensee reasonable advance notice before undertaking such replacement or relocation. Licensee shall transfer Attachments within sixty (60) days of receiving notice that the new Pole is in place.

ARTICLE VI CHARGES FOR SERVICE AND PAYMENT TERMS

Section 6.1. Application Fee. Licensee shall pay, as set forth on Exhibit A, (a) an Attachment application fee ("Application Fee") at the time it files a Complete Application. The costs for Surveys are included in the Application Fee provided for in Exhibit A.

Section 6.2. Annual Payment of Attachment Fees. Licensee shall pay each year the Pole Attachment fees ("Annual Pole Attachment Fee") set forth in Exhibit A for each of its

Attachments as determined by Licensor in accordance with Licensor's internal records. The parties acknowledge and agree that the Annual Pole Attachment Fee is a reasonable rate given the size, location, amount of space used, and nature of the Attachment(s) and was negotiated at arm's length in good faith. Licensee's equipment attached for a portion, but not the entirety of, a calendar year will be pro-rated for such year for the purpose of calculating the Attachment fee for such year. As soon as practicable after the end of each calendar year, Licensor will provide to Licensee an invoice setting forth the amount of the fees for all Attachments during the previous calendar year. The amount due under each invoice shall be due to Licensor within thirty (30) days after the date of the applicable invoice.

Section 6.3. Electricity. Licensee shall pay Licensor for all electricity used by the Attachments pursuant to the terms of such other arrangements therefor as may exist between Licensee and Licensor, or if no such separate arrangements exist, then in a manner reasonably determined by Licensor.

Section 6.4. Payment for Make-Ready Work. Licensee will be required to pay in advance of making any Attachment the estimated cost for all Make-Ready Work necessary to accommodate access or modification to Poles or other Facilities for an Attachment, including, without limitation, the cost of any Pole replacement.

ARTICLE VII **CHARGES AND TAXES**

Section 7.1. Charges and Taxes. Licensee shall promptly pay for all charges for work and materials in connection with Licensee's Attachments and equipment or facilities, and shall promptly pay all taxes levied or assessed in connection therewith and Licensee shall hold Licensor's property harmless from any associated liens or encumbrances. Licensee shall reimburse Licensor for any additional personal, rental, real property or other taxes paid by Licensor as a result of the Attachments' placement hereunder.

ARTICLE VIII **ASSIGNMENT**

Section 8.1. Assignment. This Agreement shall inure to the benefit of and be binding upon the parties' successors and assigns and such successors and assigns of the Parties shall be bound by the terms of this Agreement.

Section 8.2. Sublicense. Licensee shall be allowed to sub-license all or part of the Attachment(s) to a third party provided the third party complies with the terms of this Agreement.

ARTICLE IX **REQUIREMENTS FOR ATTACHMENT TO POLES**

Section 9.1. Location. Licensee shall locate Attachments only on the Pole top as provided per Licensor's instructions.

Section 9.2. Non-Interference. Licensee shall have the obligation and duty to verify that the service requirements of Other Licensees will not be disrupted.

ARTICLE X
TERMINATION OF THE AGREEMENT

Section 10.1. Termination. This Agreement shall be for a period of five (5) years. Thereafter, this Agreement shall continue until terminated as follows: (a) by mutual consent, or (b) by either party by giving the other party at least sixty (60) days' prior written notice of its intent to terminate, or (c) by a party if the other party (i) terminates or suspends its business, (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law, (iii) becomes insolvent or unable to pay its obligations as they accrue, or (iv) becomes subject to direct control by a trustee, receiver or similar authority.

Section 10.2. Termination for Default. If either party shall fail to comply with any of the provisions of this Agreement, or shall default or breach any of its obligations hereunder and shall fail to correct such default, non-compliance or breach within thirty (30) days after written notice from the non-defaulting party, the non-defaulting party may terminate the Agreement.

ARTICLE XI
LIMITATION OF LIABILITY

Licensee shall not be liable to Licensor for any interruption of Licensor's service or damages to Licensor's property that arises from causes not related to Licensee's actions in or around Licensor's poles or equipment.

ARTICLE XII
FORCE MAJEURE

Neither Party shall be liable for any damages, costs, expenses or other consequences incurred by the other Party due to circumstances or events beyond their reasonable control, including, but not limited to fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of the public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, or any other circumstances beyond the control and without the fault or negligence of either Party.

ARTICLE XIII
GOVERNING LAW; LAWSUITS

This Agreement shall be governed by and construed in accordance with the internal laws, and not the laws of conflicts of laws, of the State of Illinois without regard to its choice of law provisions. This Agreement, including the interpretation, construction, validity and enforceability hereof, and the transactions contemplated herein, and all disputes between the parties under or related to this Agreement or the facts and circumstances leading to its execution or performance, whether in contract, tort or otherwise will be governed by the laws of the State of Illinois without regard to the conflict of laws rules thereof. IN ADDITION, THE REMAINDER OF THIS PROVISION SHALL APPLY WITH RESPECT TO ANY LEGAL ACTIONS OR PROCEEDINGS BETWEEN THE PARTIES. EACH PARTY, KNOWINGLY AND INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY, WAIVES TRIAL BY JURY IN AND AS TO ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS

AGREEMENT AND FOR ANY CLAIM, COUNTERCLAIM, CROSS CLAIM OR THIRD PARTY CLAIM THEREIN. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT SHALL BE INSTITUTED EXCLUSIVELY IN THE UNITED STATES FEDERAL COURTS WITH JURISDICTION OVER THE CENTRAL DISTRICT OF ILLINOIS, OR IF JURISDICTION IS NOT PROPER IN SUCH COURTS THEN ONLY IN THE ILLINOIS STATE COURTS WITH JURISDICTION IN , SANGAMON COUNTY ILLINOIS, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

ARTICLE XIV **MISCELLANEOUS**

Section 14.1. Waiver. Failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or the rights hereunder terminated shall not constitute a general waiver or relinquishment of any of the terms or conditions herein contained, but the same shall be and remain at all times in full force and effect.

Section 14.2. Severability. In the event that any of the terms of this Agreement are found to be unenforceable for any reason, Licensor, at its sole option, may declare the remainder of the Agreement to be null and void, or may, in its sole discretion, waive any such provision found to be ineffective and enforce the remaining provisions of this Agreement.

Section 14.3. Amendment. The terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.

Section 14.4. Representations and Warranties; Good Faith Negotiation. Each party represents and warrants to the other that (i) it has full right, power and authority to execute this Agreement and has the power to grant all rights hereunder; (ii) its execution and performance of this Agreement and subsequent Licenses will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on said party; and (iii) the execution and delivery of this Agreement, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law of the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree. The parties acknowledge that the terms and conditions set forth in this Agreement were agreed to voluntarily after extensive good faith negotiations at arm's length and contain concessions, valuable consideration, benefits and burdens for and from both parties.

Section 14.5. Notice. Wherever in this Agreement notice is required to be given by either party to the other, such notice shall be in writing and shall be effective when personally delivered to, sent by electronic mail to, or when mailed by certified mail, return receipt requested, with postage prepaid and properly addressed to the contact personnel listed below, or to such other address as either party may, from time to time, give the other party in writing.

Licensee:

General Counsel
Ameren Illinois
One Ameren Plaza
P.O. Box 66149
1901 Chouteau Avenue
St. Louis, MO 63166-6149
Phone: (314) 554-2098
Fax: (314) 554-4014
E-mail:

Licensor:

Village of Chatham
Attn: Village Clerk
117 E Mulberry
Chatham IL 62629

Section 14.6. Headings. Section headings are used herein for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

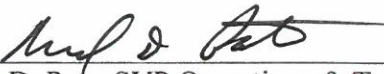
Section 14.7. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which taken together shall constitute one and the same agreement.

Section 14.8. Entire Agreement. This Agreement supersedes all previous agreements, whether written or oral, between Licensor and Licensee for placement and maintenance of Attachments on Licensor's Poles covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

LICENSEE

AMEREN ILLINOIS COMPANY
d/b/a Ameren Illinois

By: 
Ron D. Pate, SVP Operations & Technical
Services

LICENSEE

VILLAGE OF CHATHAM

By: Patrick M. McCarthy
Name: Patrick M. McCarthy
Title: Village Administrator

EXHIBIT "A"

**LICENSE FEE ADDENDUM
FEES AND CHARGES FOR WIRELESS ATTACHMENTS
ACCESS TO THE AMERENUE ELECTRICAL SYSTEM**

ANNUAL POLE ATTACHMENT FEE:

Illinois

Annual Pole Attachment Fee \$ __ To be agreed upon and determined __

APPLICATION FEE:

Attachment Application Fee\$ __ To be agreed upon and determined __ per Pole
Includes data/document support, engineering analysis and review, and post-installation
field audit