

Acceptable Modifications to Form of Capacity Pre-Bid ILOC

Per footnote 1, bidders can mark the issuer's location in paragraphs 1, 5, 9 and 11 if not in the Eastern time zone. Footnote 1 can be deleted as long as the instructions are followed.

Filling in the form by entering the Issuing Bank's location (in paragraph 1), the name of the bidder (in paragraph 2), the Issuing Bank and address (in paragraph 3), the facsimile and telephone numbers (in paragraph 4), and the Issuing Bank's Location in the definition of Business Day (in paragraph 11) are all acceptable changes.

To: Ameren Illinois Company
Attn: Managing Supervisor, Credit Risk Management
1901 Choteau Avenue, MC 960
St. Louis, MO 63103

1. We hereby establish this Irrevocable Standby Letter of Credit (this "Letter of Credit") in your favor in the amount of One Hundred Thousand and 00/100 United States Dollars (USD \$100,000.00), effective immediately and available to you at sight upon demand at our counters at _____ [designate Issuing Bank's location for presentments] and expiring at 5:00 PM [New York, NY time¹] on May 2, 2012, (the "Expiration Date"), unless terminated earlier in accordance with the provisions of Paragraph 9 hereof.

2. This Letter of Credit is issued at the request and for the account of _____ (~~including its successors and assigns,~~ the "Bidder"). This Letter of Credit may be drawn once Ameren Illinois Company has notified the [Issuing Bank] in writing that:

2a) Bidder has made any material omission or material misrepresentation in any application submitted to participate in the Procurement of Capacity for the period July 2011 – May 2012 ("Procurement"); or has violated any material provision, rule or requirement set forth in the Procurement documents; or

2b) In the case of the applicable Confirmation Agreement for Planning Resource Credits (“PRCs”), Bidder has a winning bid in the Procurement and failed to execute the applicable Confirmation Agreement within three (3) business days of being notified that the Illinois Commerce Commission has approved the winning bid; or in the case of the applicable Confirmation Agreement for Zonal Resource Credits (“ZRCs”), Bidder has a winning bid in the Procurement and failed to execute the applicable Confirmation Agreement or failed to meet the creditworthiness requirements of the applicable Confirmation Agreement within three (3) business days of being notified that the Illinois Commerce Commission has approved the winning bid; or

2c) Bidder has disclosed information relating to its proposal publicly or to any other party before the Illinois Commerce Commission has rendered its decision on the results of the Procurement except (i) following receipt of written consent from the Procurement Administrator and Procurement Monitor, to those persons who have a need to know and have agreed, in writing, to keep such information confidential, and (ii) to comply with any applicable law, rule, regulation, tariff, or court order, consistent with PUA Section 16-111.5(h); or

2d) Bidder, if selected as a winning bidder pursuant to the Procurement, failed to deliver the quantity of PRCs specified under the Confirmation Agreement that will be executed pursuant to the Procurement by the deadline specified in such Confirmation Agreement; or

2e) Ameren Illinois, after making a good faith effort, is not able to confirm receipt of the quantity of PRCs specified under the Confirmation Agreement that will be executed pursuant to the Procurement by the deadline specified in such Confirmation Agreement; or

2f) any “Event of Default” ~~or default (however defined)~~ occurs and is continuing under any other Fixed Price Customer Supply Contract with respect to the Bidder. “Fixed Price Customer Supply Contract” means any supply contract entered into by Ameren Illinois and the Bidder designated as a “Fixed Price Customer Supply Contract” between the parties.

8. Partial drawings ~~are permitted hereunder~~ and multiple ~~drawings~~ presentations are permitted hereunder. The amount available for drawing by you under this Letter of Credit shall be automatically reduced to the extent of the amount of any drawings referencing this Letter of Credit was previously paid by us. Presentation of demands for drawings in amounts that exceed the amount available to be drawn hereunder shall not be deemed a failure to comply with the requirements of Paragraph 3 hereof, provided that the amounts payable on any such demand shall thus be limited to the amount then available to be drawn under this Letter of Credit.

10. Rule 3.14(a) of the International Standby Practices 1998 (International Chamber of Commerce Publication No. 590), ~~or any successor publication thereto~~ (the “ISP”), as it applies to this Letter of Credit is hereby modified to provide as follows:

If on the last Business Day for presentation the place for presentation stated in this Letter of Credit is for any reason closed, then the last day for presentation is automatically extended to the day occurring thirty calendar days after the place for presentation re-opens for business.

Rule 3.14(b) of the ISP is hereby modified by providing that any alternate place for presentation we may designate pursuant to this rule must be in the United States.

14. We certify that as of the date of issuance of this Letter of Credit, our senior unsecured long-term debt is rated "A-" or better by Standard & Poor's, "A3" or better by Moody's Investors Service, and, if rated by Fitch Ratings, "A-" or better by Fitch Ratings. ~~If a foreign bank, we certify we are a U.S. branch office or U.S. agency office of such foreign bank and that as of the date of issuance of this Letter of Credit, our senior unsecured long-term debt is rated "A-" or better by Standard & Poor's, "A3" or better by Moody's Investors Service, and, if rated by Fitch Ratings, "A-" or better by Fitch Ratings.~~ **[This language can only be deleted by issuing banks that are not foreign banks.]**

15. This original Letter of Credit ~~hasis beenbeing~~ sent to Managing Supervisor, Credit Risk Management, Ameren Services, 1901 Chouteau Avenue, MC 960, St. Louis, MO 63103. The aggregate amount paid to Ameren Illinois Company during the validity of this Letter of Credit will not exceed the amount of this Letter of Credit. Any demands or communications in the form of the attached Annexes or other communications directed to us under this Letter of Credit must be signed by an Authorized Officer of Ameren Illinois Company. Acceptance or rejection of any amendments to this Letter of Credit must be signed by an Authorized Officer of Ameren Illinois Company.