

[On Issuing Bank's Letterhead]

**IRREVOCABLE STANDBY LETTER OF CREDIT**

\_\_\_\_\_ (Date)

Letter of Credit No. \_\_\_\_\_

To: The Ameren Illinois Utilities

The Ameren Illinois Utilities include Central Illinois Light Company d/b/a AmerenCILCO ("AmerenCILCO") and Central Illinois Public Service Company d/b/a AmerenCIPS ("AmerenCIPS") and Illinois Power Company d/b/a AmerenIP ("AmerenIP").

1. We hereby establish this Irrevocable Standby Letter of Credit (this "Letter of Credit") in your favor in the amount of USD \$10,000, 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 time<sup>1</sup>] on May 28, 2009, (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 the Ameren Illinois Utilities have notified the [Issuing Bank] in writing that the Bidder:
  - a) has made any material omission or misrepresentation in any application submitted to participate in the Procurement of RECs for the period June 2009 – May 2010 ("Procurement"); or has violated any provision, rule or requirement set forth in the Procurement documents; or
  - b) has a winning bid in the Procurement and fails to execute the applicable supplier contract(s) within three (3) business days of being notified that the Illinois Commerce Commission has approved the winning bid; or
  - c) has a winning bid in the Procurement and fails to meet the creditworthiness requirements of the applicable contract(s) within three (3) business days of being notified that the Illinois Commerce Commission has approved the winning bid.
3. We hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the amount available under this Letter of Credit from time to time, subject to reduction as provided in Paragraph 8. A partial or full drawing hereunder may be presented by you on any Business Day on or prior to the Expiration Date by delivering or

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<sup>1</sup> If the issuer of the Letter of Credit is located in an area that is not in the Eastern time zone, this time and all other times in this Letter of Credit, and the definition of a Business Day should be adjusted accordingly, here and in Paragraphs 5, 9 and 11.

transmitting to \_\_\_\_\_ (identify Issuing Bank), \_\_\_\_\_  
\_\_\_\_\_ (U.S. address), (a) a notice executed by you in the form of Annex 1 hereto, appropriately completed and duly signed by an Authorized Officer of each of the Ameren Illinois Utilities and (b) your draft in the form of Annex 2 hereto, appropriately completed and duly signed by an Authorized Officer of AmerenCILCO, AmerenCIPS, and/or AmerenIP, as the case may be.

4. Drafts, document(s) and other communications hereunder may be presented or delivered to us by facsimile transmission. Presentation of documents to effect a draw by facsimile must be made to the following facsimile number: \_\_\_\_\_, and confirmed by telephone to us at the following number(s): \_\_\_\_\_. In the event of a presentation via facsimile transmission, no mail confirmation is necessary and the facsimile transmission will constitute the operative drawing documents.
5. We will honor a drawing hereunder made in compliance with the terms and provisions of this Letter of Credit by transferring in immediately available funds the amount specified in your draft (or so much thereof as is available hereunder) delivered or transmitted to us in connection with such drawing to the account designated as provided below, by 3:00 PM [New York, NY time] on the date of such drawing, if delivery or transmission of the requisite documents pursuant to Paragraph 3 hereof is made prior to 11:00 AM [New York, NY time] on a Business Day, but at the opening of business on the first Business Day next succeeding the date of such drawing if delivery or transmission of the requisite documents pursuant to Paragraph 3 hereof is made on or after 11:00 AM [New York, NY time] on any Business Day.
6. If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you notice not later than the time provided in Paragraph 5 above for honor of a drawing presented to us, that the demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefor and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment to the extent that you are entitled to do so, provided, however, in such event a conforming demand for payment must be timely made in accordance with the terms of this Letter of Credit.
7. Unless otherwise hereafter designated in writing to us by an Authorized Officer of AmerenCILCO, AmerenCIPS, and/or AmerenIP, as the case may be, all payments made by us under this Letter of Credit shall be transmitted by wire transfer to one or more of the Ameren Illinois Utilities pursuant to the following instructions:

Central Illinois Light Company d/b/a AmerenCILCO  
Account No.: 130103018060  
Bank: US Bank NA  
Bank's Address: 425 Walnut St., Cincinnati, OH 45202  
ABA Routing No.: 042000013  
Contact: Casey J. Heser  
Telephone No.: (314) 418-8198

Central Illinois Public Service Company d/b/a AmerenCIPS  
Account No.: 130103018052  
Bank: US Bank NA  
Bank's Address: 425 Walnut St., Cincinnati, OH 45202  
ABA Routing No.: 042000013  
Contact: Casey J. Heser  
Telephone No.: (314) 418-8198

Illinois Power Company d/b/a AmerenIP  
Account No.: 130103018078  
Bank: US Bank NA  
Bank's Address: 425 Walnut St., Cincinnati, OH 45202  
ABA Routing No.: 042000013  
Contact: Casey J. Heser  
Telephone No.: (314) 418-8198

8. Partial drawings are permitted hereunder and multiple drawings 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.
9. This Letter of Credit shall terminate on the earliest of the date (a) you have made drawings which exhaust the amounts available to be drawn under this Letter of Credit, (b) we receive from you a Certificate of Cancellation in the form of Annex 3 hereto together with the original of this Letter of Credit (and subsequent amendments, if any) returned for cancellation, or (c) 5:00 PM [New York, NY time] on the Expiration Date.
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.

11. As used herein:

“Authorized Officer” shall mean President, Treasurer, any Vice President or any Assistant Treasurer.

“Bidder” shall mean an entity that has received notice: (1) that its Bidder Pre-Qualification Application has been reviewed; and (2) that the pre-qualification requirements have been met.

“Business Day” shall mean any day on which commercial banks are not authorized or required to close in [New York, New York] and any day on which payments can be effected on the Fedwire system.

“Commission” shall mean the Illinois Commerce Commission.

“Procurement” shall mean (i) the solicitation and evaluation of bids and (ii) the execution of contracts for RECs pursuant to the Procurement Plan for the period starting in June 2009, as proposed by the Illinois Power Agency and approved by the Commission in Docket No. 08-0519.

12. This Letter of Credit is not transferable. This Letter of Credit is subject to and shall be governed by the ISP except to the extent that the terms hereof are inconsistent with the provisions of the ISP, in which case the terms of this Letter of Credit shall govern. This Letter of Credit shall, as to matters not governed by the ISP or matters inconsistent with the ISP, be governed and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law.
13. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, changed, amplified or limited by reference to any document, instrument or agreement referred to herein, except for Annexes 1 through 3 hereto and the notices referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as set forth above. Except as otherwise expressly stated herein, this Letter of Credit may not be amended or modified by us without the consent of an Authorized Officer of the beneficiary(ies).
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 and “A3” or better from Moody’s Investors Service.
15. This original Letter of Credit has been sent to Managing Supervisor, Credit Risk Management, Ameren Services, 1901 Chouteau Avenue, MC 960, St. Louis, MO 63103. The aggregate amount paid to the Ameren Illinois Utilities 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 each of the

Ameren Illinois Utilities. Acceptance or rejection of any amendments to this Letter of Credit must be signed by an Authorized Officer of each of the Ameren Illinois Utilities.

Very truly yours,  
(Issuing Bank)

By: \_\_\_\_\_

Name:

Title:

Date:

***Annex 1 TO LETTER OF CREDIT***

DRAWING UNDER LETTER OF CREDIT NO. \_\_\_\_\_

\_\_\_\_\_, 20\_\_

To: (Issuing Bank)  
(Address)

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

The undersigned is making a drawing under your Letter of Credit No. \_\_\_\_\_ (the Letter of Credit) in the amount specified below and hereby certifies to you as follows:

1. Capitalized terms used herein that are not defined herein shall have the meanings ascribed thereto in the Letter of Credit.
2. The undersigned is making a drawing under the Letter of Credit. The amount to be received by the Ameren Illinois Utilities is (USD) \$\_\_\_\_\_ and is to be divided as follows: (USD) \$\_\_\_\_\_ is to be paid to AmerenCILCO, (USD) \$\_\_\_\_\_ is to be paid to AmerenCIPS, and (USD) \$\_\_\_\_\_ is to be paid to AmerenIP.
3. Pursuant to Paragraph 2 of the Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_, the undersigned is entitled to make a drawing under the Letter of Credit inasmuch as the Bidder has \_\_\_\_\_ (state a reason from conditions (a) – (c) of Paragraph 2 of the Letter of Credit).
4. The undersigned acknowledges that, upon your honoring the drawing herein requested, the amount of the Letter of Credit available for drawing shall be automatically decreased by the amount of this drawing honored by you.

Very truly yours,

Central Illinois Light Company d/b/a  
AmerenCILCO

By \_\_\_\_\_

Name:

Title:

Date:

Central Illinois Public Service Company d/b/a  
AmerenCIPS

By \_\_\_\_\_

Name:

Title:

Date:

Illinois Power Company d/b/a AmerenIP

By \_\_\_\_\_

Name:

Title:

Date:

cc: \_\_\_\_\_ [Bidder]

*Annex 2 to Letter of Credit*

SIGHT DRAFT

Amount: \$ \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

At sight, pay to the order of (Central Illinois Light Company d/b/a AmerenCILCO or Central Illinois Public Service Company d/b/a AmerenCIPS or Illinois Power Company d/b/a AmerenIP), the sum of \_\_\_\_\_ U.S. Dollars.

Drawn under Irrevocable Standby Letter of Credit No. \_\_\_\_\_ of  
\_\_\_\_\_ [identify Issuing Bank] dated  
\_\_\_\_\_, 200\_.

To: \_\_\_\_\_ [Issuing Bank]  
\_\_\_\_\_ [Address]  
\_\_\_\_\_

(Central Illinois Light Company d/b/a AmerenCILCO or  
Central Illinois Public Service Company d/b/a AmerenCIPS  
or Illinois Power Company d/b/a AmerenIP)

By \_\_\_\_\_  
Name:  
Title:  
Date:



*Annex 3 to Letter of Credit*

CERTIFICATE OF CANCELLATION

\_\_\_\_\_, 20\_\_

To: (Issuing Bank)  
(Address)

Attention: Standby Letter of Credit Unit/Your Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

The undersigned hereby certifies to you that the above-referenced Letter of Credit may be cancelled without further payment. Attached hereto is the original Letter of Credit (and subsequent amendments, if any), marked cancelled.

Central Illinois Light Company d/b/a  
AmerenCILCO

By \_\_\_\_\_

Name:

Title:

Date:

Central Illinois Public Service Company  
d/b/a AmerenCIPS

By \_\_\_\_\_

Name:

Title:

Date:

Illinois Power Company d/b/a AmerenIP

By \_\_\_\_\_

Name:

Title:

Date:

cc: \_\_\_\_\_ [Bidder]