

Acceptable Changes to Pre-Bid LC – Last Updated 3/31/10

Per footnote 1, bidders can mark the issuer's location in paragraphs 1, 5, and 9 if not in the Eastern time zone.

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 no later than 11:00 A.M. [New York, NY time]~~ 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.

2b) has a winning bid in the Procurement and ~~has faileds~~ 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

2c) has a winning bid in the Procurement and ~~has faileds~~ 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; or

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.

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

1. We hereby establish this Irrevocable Standby Letter of Credit (this "Letter of Credit") in your favor in the amount of USD \$100,000 (One Hundred Thousand and 00/100 U.S. Dollars), 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 April 15, 2010, (the "Expiration Date"), unless terminated earlier in accordance with the provisions of Paragraph 9 hereof.

11. "Business Day" shall mean any day on which commercial banks are not authorized or required to close in [~~New York, New York~~Issuer Location (City, State)] and any day on which payments can be effected on the Fedwire system.

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~~Issuer Location (State)], without regard to principles of conflicts of law.

1. We hereby establish this Irrevocable Standby Letter of Credit (this "Letter of Credit") in your favor in the amount of USD \$100,000.00 (One Hundred Thousand and No/100 U.S. Dollars), 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 April 15, 2010, (the "Expiration Date"), unless terminated earlier in accordance with the provisions of Paragraph 9 hereof.

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 facsimile 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.

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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, "A2" 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 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, "A2" 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.]**
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