

Acceptable Changes to RECs Pre-Bid ILOC – Last Updated 5/3/10

Per footnote 1, bidders can mark the issuer's location in paragraphs 1, 5, and 9 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), the Issuing Bank's location in the definition of Business Day (in paragraph 11), and the Issuing Bank's State (in paragraph 12) are all acceptable changes.

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

2a) has made any omission or misrepresentation in any application submitted to participate in the Procurement of wholesale energy products for the period June 2010 – May 2013 (“Procurement”); or has violated any material provision, rule or requirement set forth in the Procurement documents; or

2b) has a winning bid in the Procurement and 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 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

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

2d) 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).

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 no later than 11:00AM [New York, NY time] 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.

8. Partial drawings ~~are~~ is 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, "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.]**

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~~-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, "A2" or better by Moody's Investors Service, and, if rated by Fitch Ratings, "A" or better by Fitch Ratings.

15. This original Letter of Credit ~~has been~~ is to be 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.
