

Schedule 1 to the Form of Letter of Credit

This Schedule 1 to the Form of Letter of Credit contains those modifications to the Form of Letter of Credit that are acceptable to the Ameren Illinois Utilities.

Modification #1

Heading—Original

_____ (Date)

Letter of Credit No. _____

To:

Illinois Power Company d/b/a AmerenIP [or Central Illinois Public Service Company d/b/a AmerenCIPS or Central Illinois Light Company d/b/a AmerenCILCO]

("Beneficiary")

Acceptable Modification:

_____ (Date)

Letter of Credit No. _____

To:

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

(each a "Beneficiary" and collectively, the "Beneficiaries")

Modification #2

Section 1—Original

1. We hereby establish this Irrevocable Transferable Standby Letter of Credit (this “Letter of Credit”) in your favor in the amount of USD \$ _____ (the “Stated Amount”) effective immediately and available to you at sight upon demand at our counters at [location] and expiring at 5:00 PM New York, NY time¹, _____, 201__ [insert the date that is 30 calendar days following the latest term ending date in effect under the [_____] between the Applicant and you, dated __, 201__] (the “Expiration Date”), unless terminated earlier in accordance with the provisions of Paragraph 14 hereof .

Acceptable Modifications:

1. We hereby establish this Irrevocable Transferable Standby Letter of Credit (this “Letter of Credit”) in your favor in the amount of USD \$ _____ (the “Stated Amount”) effective immediately and available to you at sight upon demand at our counters at [location] and expiring at 5:00 PM New York, NY time¹, _____, 201__ [insert the date that is 30 calendar days following the latest term ending date in effect under the [_____] between the Applicant and you, dated __, 20__ (the “Expiration Date”), _____, 20__ (the “Expiration Date”). It is a condition to this Letter of Credit that it will be automatically extended without amendment for one year from the Expiration Date, or any future expiration date, unless at least ninety (90) days prior to any expiration date we notify you by registered mail or courier service that we elect not to consider this Letter of Credit renewed for any such time period or unless terminated earlier in accordance with the provisions of Paragraph 14 hereof.

¹ 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 3, 6, 10 and 14.

Modification #3

Section 2—Original

2. This Letter of Credit is issued at the request and for the account of _____ (including its successors and assigns, the “Applicant”), and we hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the Stated Amount, subject to reduction as provided in Paragraph 8 hereof. This Letter of Credit may be drawn upon an Event of Default under the [_____] between the Applicant and you, dated __, 201_ and all Fixed Price Customer Supply Contracts.

Acceptable Modifications:

2. This Letter of Credit is issued at the request and for the account of _____ (including its successors and assigns, the “Applicant”), and we hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the Stated Amount, subject to reduction as provided in Paragraph 8 hereof. This Letter of Credit may be drawn upon an Event of Default under any of the Confirmation Agreements between the Applicant and you, dated __, 201_ and all Fixed Price Customer Supply Contracts.

Modification #4

Section 5—Original

5. We may, but shall not be obligated to, accept any request to issue a substitute Letter of Credit. Such request shall be made pursuant to an Availability Certificate in the form of Annex 3 hereto executed by your Authorized Officer and delivered by you to us for exchange for a new Letter of Credit in the amount set forth in such Availability Certificate, which amount shall not exceed the Stated Amount less any amounts drawn under this Letter of Credit at or before the time of submission of such Availability Certificate, and expiring on the then current Expiration Date. Upon acceptance by us of any such request to issue a substitute Letter of Credit for exchange, the new Letter of Credit shall be issued in the amount as set forth in the Availability Certificate.

Acceptable Modifications:

5. ~~We may, but shall not be obligated to, accept any request to issue a substitute Letter of Credit. Such request shall be made pursuant to an Availability Certificate in the form of Annex 3 hereto executed by your Authorized Officer and delivered by you to us for exchange for a new Letter of Credit in the amount set forth in such Availability Certificate, which amount shall not exceed the Stated Amount less any amounts drawn under this Letter of Credit at or before the time of submission of such Availability Certificate, and expiring on the then current Expiration Date. Upon acceptance by us of any such request to issue a substitute Letter of Credit for exchange, the new Letter of Credit shall be issued in the amount as set forth in the Availability Certificate.~~ We may, but shall not be obligated to, accept any request to amend this Letter of Credit. Such request may be made by you pursuant to an Availability Certificate in the form of Annex 3 hereto executed by your Authorized Officer and delivered by you to us for amendment to this Letter of Credit in the amount set forth in such Availability Certificate, expiring on the then current Expiration Date. Upon acceptance by us and the Applicant of any such request to amend this Letter of Credit, the Letter of Credit shall be amended in the amount as set forth in the Availability Certificate.

Modification #5

Section 9- Original

9 Unless otherwise hereafter designated in writing to us by your Authorized Officer, all payments made by us under this Letter of Credit shall be transmitted by wire transfer to you pursuant to the following instructions:

Beneficiary:

Account Number:

Bank:

Bank's Address:

ABA Routing Number:

Bank Contact:

Telephone Number:

Acceptable Modification:

9 Unless otherwise hereafter designated in writing to us by your Authorized Officer, all payments made by us under this Letter of Credit shall be transmitted by wire transfer to you pursuant to the following instructions:

Beneficiary: Central Illinois Light Company d/b/a AmerenCILCO

Account Number: 130103018060

Bank: US Bank NA

Bank's Address: 425 Walnut St., Cincinnati, OH 45202

ABA Routing Number: 042000013

Bank Contact: Casey J. Hesel

Telephone Number: (314) 418-8198

Beneficiary: Central Illinois Public Service Company d/b/a AmerenCIPS

Account Number: 130103018052

Bank: US Bank NA

Bank's Address: 425 Walnut St., Cincinnati, OH 45202

ABA Routing Number: 042000013

Bank Contact: Casey J. Hesel

Telephone Number: (314) 418-8198

Beneficiary: Illinois Power Company d/b/a AmerenIP

Account Number: 130103018078

Bank: US Bank NA

Bank's Address: 425 Walnut St., Cincinnati, OH 45202

ABA Routing Number: 042000013

Bank Contact: Casey J. Hesel

Telephone Number: (314) 418-8198

Modification #65

Section 11—Original

11. This Letter of Credit is assignable and transferable pursuant to an instrument of assignment and transfer in the form of Annex 6 hereto. Each beneficiary may assign and transfer its rights individually, to an entity it identifies to us in such instrument as its assignee, and we hereby consent to such assignment or transfer. [OPTION X: Transfers to designated foreign nationals and/or specially designated nationals are not permitted and are contrary to the U.S. Treasury Department and Office of Foreign Assets Control regulations.] Any and all transfer fees, expenses and costs shall be borne by the Beneficiary. Except as otherwise expressly stated herein, this Letter of Credit may not be amended or modified without consent from us, you, and the Applicant.

Acceptable Modifications:

11. This Letter of Credit is assignable and transferable pursuant to an instrument of assignment and transfer in the form of Annex 6 hereto. Each beneficiary may assign and transfer its rights individually, to an entity it identifies to us in such instrument as its assignee, and we hereby consent to such assignment or transfer. Transfers to designated foreign nationals and/or specially designated nationals are not permitted and are contrary to the U.S. Treasury Department and Office of Foreign Assets Control regulations. Any and all transfer fees, expenses and costs shall be borne by the Beneficiary. Except as otherwise expressly stated herein, this Letter of Credit may not be amended or modified without consent from us, you, and the Applicant.