

Acceptable Modifications to Form of Capacity Pre-Bid ILOC – Last Updated 4/28/11

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), 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: Ameren Illinois Company
c/o 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 USD \$100,000 (U.S. Dollars One Hundred Thousand and 00/100), 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 June 14, 2011, (the “Expiration Date”), unless terminated earlier in accordance with the provisions of Paragraph 9 hereof.

1. We hereby establish this Irrevocable Standby Letter of Credit (this “Letter of Credit”) in your favor in the amount of USD \$100,000, effective immediately and available by payment 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 June 14, 2011, (the “Expiration Date”), unless terminated earlier in accordance with the provisions of Paragraph 9 hereof.

2a) Bidder has made any material omission or 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) has a winning bid in the Procurement and ~~failed~~ 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

2d) Bidder, ~~if was~~ selected as a winning bidder pursuant to the Procurement, ~~and failed~~ to deliver the quantity of Planning Resource Credits (“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 ~~is, after making a good faith effort, was~~ 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~~ the Capacity Confirmation Agreement executed in connection with Illinois Commerce Commission Docket No. 10-0563.

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.

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, USA], without regard to principles of conflicts of law.

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 ~~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.

Adding a second signature block for the bank is acceptable

Annex 1 Signature Block

Very truly yours,

Ameren Illinois Company

By _____

Authorized signature

Name:

Title:

Date:

Annex 2 Signature Block

Ameren Illinois Company

By _____

Authorized signature

Name:

Title:

Date:

Annex 3 Signature Block

Ameren Illinois Company

By _____

Authorized signature

Name:

Title:

Date:
