

BGS-FP Supplier Forward Contract

By and Between

_____,

**Central Illinois Light Company d/b/a AmerenCILCO,
Central Illinois Public Service Company d/b/a AmerenCIPS,
and Illinois Power Company d/b/a AmerenIP**

Dated May __, 2006

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BGS-FP Supplier Forward Contract

THIS BGS-FP SUPPLIER FORWARD CONTRACT ("Agreement") is made and entered into this _____ day of May, 2006, by and between Central Illinois Light Company d/b/a AmerenCILCO, Central Illinois Public Service Company d/b/a AmerenCIPS, and Illinois Power Company d/b/a AmerenIP (each a "Company" and, collectively, the "Companies"), each a corporation and a public utility organized and existing under the laws of the State of Illinois, and _____ (the "BGS-FP Supplier"), a corporation organized and existing under the laws of the State of _____. Each Company and the BGS-FP Supplier are hereinafter sometimes referred to collectively as the "Parties", or individually as a "Party".

WITNESSETH:

WHEREAS, the Companies are public utilities that, with limited exception, do not generate, but rather purchase, resell, transmit, and distribute Energy within their service territories located in the State of Illinois; and

WHEREAS, in its Order dated _____, 2006, in Docket No. _____, (the "_____ Order"), the Illinois Commerce Commission ("ICC") has reviewed the structure and the rules governing the Auction, and found it appropriate for the Companies to base their determination of the market value of electric power and energy on the results of entering the Capacity and Energy markets and obtaining Forward Contracts pursuant to a bid process for the purchase of Capacity and Energy to resell to their Customers;

WHEREAS, in the _____ Order, the ICC approved for this purpose an auction design for the Companies to bid out three Basic Generation Service products, two fixed priced products termed Basic Generation Service – Fixed Pricing ("BGS-FP") and Basic Generation Service – Large Customer Fixed Pricing ("BGS-LFP"), and one variable hourly priced product termed Basic Generation Service – Commercial and Industrial Energy Pricing ("BGS-LRTP");

WHEREAS, between May __, 2006 and May __, 2006, a successful auction for bidding out BGS-FP, BGS-LFP and BGS-LRTP was held during which the Companies solicited bids for

over ___ Tranches of BGS-FP Supply for terms of 17, 29 and 41 months (the "Auction") that are to be supplied pursuant to separate Forward Contracts with each winning bidder;

WHEREAS, Capacity and Energy purchased by the Companies pursuant to these various Forward Contracts will be resold and distributed to thousands of residential, commercial, industrial, governmental and other Customers at blended rates, prices and charges based upon the rates, prices and charges paid by the Companies under those Forward Contracts;

WHEREAS, the BGS-FP Supplier was one of the winning bidders in the Auction for the provision of BGS-FP Supply; and

WHEREAS, the Companies and the BGS-FP Supplier desire to enter into this Agreement setting forth their respective obligations concerning the provision of BGS-FP Supply.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby covenant, promise and agree as follows:

ARTICLE 1. DEFINITIONS

1.1 General Provisions

Any capitalized or abbreviated term not elsewhere defined in this Agreement shall have the definition set forth in this Article 1. To the extent this Article 1 defines a term with reference to a document other than this Agreement: (i) if the definition of such term in that document changes, the definition of that term as it is used in this Agreement also shall change, and (ii) if that document no longer uses such term, the term as used in this Agreement shall be defined in accordance with common industry practice, unless otherwise specified herein.

A reference to any law, regulation, rule or tariff refers to such law, regulation, rule or tariff as it may be amended, modified, replaced or superseded from time to time.

1.2 Definitions

Alternative Retail Electric Supplier or "ARES" has the meaning ascribed to the term "Alternative Retail Electric Supplier" as set forth in Section 16-102 of the Illinois Public Utilities Act (220 ILCS 5/16-102).

AmerenCILCO means Central Illinois Light Company d/b/a AmerenCILCO.

AmerenCIPS means Central Illinois Public Service Company d/b/a AmerenCIPS.

AmerenIP means Illinois Power Company d/b/a AmerenIP.

Ancillary Services has the meaning ascribed to such term in the MISO Tariff but does not include Energy Losses or Energy Imbalance Service (to the extent the term "Ancillary Services" in the MISO Tariff includes Energy Losses or Energy Imbalance Service).

Ancillary Services Costs has the meaning set forth in Section 2.1.b(iii).

Applicable Legal Authorities means those federal and Illinois statutes and administrative rules, orders and regulations that govern the electric utility industry in Illinois.

Asset Owner has the meaning ascribed to such term in the MISO Business Practices Manual for Energy Markets.

Auction has the meaning set forth in the recitals above.

Auction and Administration Fee has the meaning set forth in Section 2.1.b(x).

Auction Date means the last day of the Auction.

Auction Price means the price in dollars-per-MWh, set forth in Appendix A, resulting from the Companies' competitive solicitation of the opportunity to supply BGS-FP. The Auction Price is the basis for financial settlement of BGS-FP Supply supplied by the BGS-FP Supplier to the Companies under this Agreement.

Auction Revenue Rights or "ARRs" has the same meaning ascribed to such term in the MISO Tariff.

Auction Website means the following internet address: http://_____.

Bankruptcy Code means those laws of the United States of America related to bankruptcy, codified and enacted as Title 11 of the United States Code, entitled “Bankruptcy” and found at 11 U.S.C. § 101 et seq., as such laws may be amended, modified, replaced or superseded from time to time.

Basic Generation Service - Fixed Pricing or “BGS-FP” means electric generation service that is provided by a Company at retail to BGS-FP Customers pursuant to the Applicable Legal Authorities.

Basic Generation Service - Large Customer Fixed Pricing or “BGS-LFP” means electric generation service that is provided by a Company at retail to BGS-LFP Customers pursuant to the Applicable Legal Authorities.

Basic Generation Service – Large Service Real-Time Pricing or “BGS-LRTP” means electric generation service that is provided by a Company at retail to BGS-LRTP Customers pursuant to the Applicable Legal Authorities, at prices that include an energy charge component that varies on an hourly basis in accordance with changes in the MISO real-time LMP for Energy.

Basic Generation Service Supply or “BGS Supply” means BGS-FP Supply, BGS-LFP Supply or BGS-LRTP Supply.

BGS-FP Customer has the meaning set forth in Appendix G.

BGS-FP Load means the full Energy and Capacity (but not Ancillary Services) requirement of BGS-FP Customers, including Energy Losses assigned by the Companies, as measured and reported by the Companies to the MISO. The total BGS-FP Load shall be equal to the Companies' aggregate Energy and Capacity requirements (including, without limitation, unaccounted-for Energy assigned to one or more of the Companies by the MISO) as determined by the MISO less the requirements of Wholesale Customers less the BGS-LFP Load less the BGS-LRTP Load less the Alternative Retail Electric Supplier requirements.

BGS-FP Peak Load Share means the portion of load attributable to BGS-FP Customers of the MISO-determined aggregate peak load of the Companies. The BGS-FP Peak Load Share is a single value measured, in MW, by taking the Companies' peak load less the peak load of Wholesale Customers less the peak load of BGS-LFP Customers less the peak load of BGS-LRTP Customers less the peak load of customers of Retail Electric Suppliers.

BGS-FP Supplier means an entity that has been selected through the Auction and has accepted the obligations and associated rights to provide BGS-FP Supply to the Companies in accordance with the Applicable Legal Authorities and has entered into this Agreement with the Companies as a Party.

BGS-FP Supplier Peak Load Share means the BGS-FP Supplier Responsibility Share multiplied by the BGS-FP Peak Load Share.

BGS-FP Supplier Responsibility Share means the fixed percentage share of the BGS-FP Load for which the BGS-FP Supplier is responsible, as set forth in Appendix A. The stated percentage share was determined by multiplying the number of Tranches won by the BGS-FP Supplier in the Auction by the Tranche size percentage share.

BGS-FP Supply means Energy and Capacity (including all Energy Losses, Energy Imbalance Service, and congestion costs associated with the provision of such services), as measured and reported by the Companies to the MISO, and such other services or products that the BGS-FP Supplier may be required by the MISO or other governmental body having jurisdiction to provide in order to meet the BGS-FP Supplier Responsibility Share under this Agreement, excluding Network Integration Transmission Service.

BGS-FP Supply Charge means the amount payable by the Companies to the BGS-FP Supplier each Billing Period, equal to the Auction Price multiplied by the applicable Seasonal Billing Factor multiplied by the PPEA for such Billing Period.

BGS-LFP Customer has the meaning set forth in Appendix G.

BGS-LFP Load means the full Energy and Capacity (but not Ancillary Services) requirement of BGS-LFP Customers, including Energy Losses assigned by the Companies, as measured and reported by the Companies to the MISO.

BGS-LFP Supplier means an entity that has been selected through the Auction and has accepted the obligations and associated rights to provide BGS-LFP Supply to the Companies in accordance with the Applicable Legal Authorities and has entered into an agreement with the Companies to provide BGS-LFP Supply.

BGS-LFP Supplier Responsibility Share means for each BGS-LFP Supplier, the fixed percentage share of the BGS-LFP Load for which such BGS-LFP Supplier is responsible.

BGS-LFP Supply means Energy and Capacity (including all Energy Losses, Energy Imbalance Service, and congestion costs associated with the provision of such services), as measured and reported by the Companies to the MISO, and such other services or products that BGS-LFP Suppliers may be required by the MISO or other governmental body having jurisdiction to provide in order to meet BGS-LFP Supplier Responsibility Shares, excluding Network Integration Transmission Service.

BGS-LRTP Customer has the meaning set forth in Appendix G.

BGS-LRTP Load means the full Energy and Capacity (but not Ancillary Services) requirement of BGS-LRTP Customers, including Energy Losses assigned by the Companies, as measured and reported by the Companies to the MISO, less, for purposes of determining BGS-LRTP Supply, QF Generation.

BGS-LRTP Supplier means an entity that has been selected through the Auction and has accepted the obligations and associated rights to provide BGS-LRTP Supply to the Companies in accordance with the Applicable Legal Authorities and has entered into an agreement with the Companies to provide BGS-LRTP Supply.

BGS-LRTP Supplier Responsibility Share means for each BGS-LRTP Supplier, the fixed percentage share of the BGS-LRTP Load for which such BGS-LRTP Supplier is responsible.

BGS-LRTP Supply means Energy and Capacity (including all Energy Losses, Energy Imbalance Service, and congestion costs associated with the provision of such services), as measured and reported by the Companies to the MISO, and such other services or products that BGS-LRTP Suppliers may be required by the MISO or other governmental body having jurisdiction to provide in order to meet BGS-LRTP Supplier Responsibility Shares, excluding Network Integration Transmission Service.

Billing Period has the meaning set forth in Section 9.1.

Broker means an intermediary between traders for physical, futures or over-the-counter deals.

Business Day has the meaning ascribed to such term in the MISO Tariff.

Capacity has the meaning ascribed to such term in the MISO Tariff; provided, however, that all Capacity provided by the BGS-FP Supplier must satisfy any applicable requirements of NERC and/or MAIN such that such Capacity can be used by the Companies to satisfy any capacity and/or reserve requirement obligations imposed on them by NERC, MAIN, or any Applicable Legal Authority.

Charge means any fee, charge or other amount that is billable by the Companies to the BGS-FP Supplier under this Agreement.

Competitive Electricity Supply means unbundled Energy, Capacity, and Network Integration Transmission Service, including all Energy Losses, Energy Imbalance Service, and/or congestion associated with the provision of the foregoing services, other obligations or responsibilities currently imposed or that may be imposed by the MISO, and such other services or products that are provided by a Retail Electric Supplier to fulfill its obligations to serve customer load. The provision of Competitive Electricity Supply by Retail Electric Suppliers entails fulfillment of all obligations associated with service to Customers, including the obligations of a Load Serving Entity under the MISO Agreements.

Connected Entity means an entity whose transmission system is directly or indirectly connected with a Company's transmission system.

Costs means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace this Agreement, and all reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with the termination of this Agreement.

CPT means Central Standard Time or Central Time as in effect in Springfield, Illinois on a given day.

Credit Limit means the maximum amount of unsecured credit the Companies are willing to grant the BGS-FP Supplier, calculated in accordance with Section 6.4.

Credit Limit Cap has the meaning set forth in Table A of Section 6.4.

Customer means a Company customer as defined in such Company's retail electric tariffs, eligible to receive Competitive Electricity Supply, BGS-FP Supply, BGS-LFP Supply or BGS-LRTP Supply, in accordance with the Applicable Legal Authorities.

Damages means financial compensation from the Defaulting Party to the Non-Defaulting Party associated with the occurrence of an Event of Default or an Early Termination of this Agreement. Damages shall be assessed in accordance with Article 5.

Defaulting Party has the meaning set forth in Section 5.1.

Delivery Period has the meaning set forth in Section 4.1.

Delivery Point means the load zone(s) recognized by the MISO as encompassing the BGS-FP Load of a given Company multiplied by the BGS-FP Supplier Responsibility Share and specific to the BGS-FP Supplier, as specified in Appendix A. The BGS-FP Supplier shall deliver BGS-FP Supply to each of three (3) Delivery Points – each tied to the BGS-FP Load of a given Company. The plural Delivery Points shall mean all three (3) Delivery Points.

Delivery Start Date means January 1, 2007, unless this Agreement is filed with FERC accompanied by a request by the BGS-FP Supplier under Section 205 of the Federal Power Act for the Agreement to be accepted and/or approved by FERC, in which case the Delivery Start Date shall be the later of: (i) January 1, 2007, or (ii) the "effective date", as that term is used by FERC, given to this Agreement by FERC in response to such a filing.

Early Termination has the meaning set forth in Section 4.1.a.

Early Termination Date has the meaning set forth in Section 4.1.a.

Effective Date means the date of execution of this Agreement, as set forth in the first paragraph above.

Emergency means (i) an abnormal system condition requiring manual or automatic action to maintain system frequency, or to prevent loss of firm load, equipment damage, or tripping of system elements that could adversely affect the reliability of an electric system or the safety of persons or property; or (ii) a fuel shortage requiring departure from normal operating procedures; or (iii) an Emergency, as that term is defined in the MISO Tariff; or (iv) any other condition or situation that a Company or the MISO deems imminently likely to endanger life or

property or to affect or impair a Company's electrical system or the electrical system(s) of a Connected Entity. Such a condition or situation may include, but shall not be limited to, potential overloading of a Company's transmission and/or distribution circuits, the MISO's minimum generation ("light load") conditions, or unusual operating conditions on either a Company's or a Connected Entity's electrical system, or conditions such that a Company is unable to accept Energy from the BGS-FP Supplier without jeopardizing such Company's electrical system or a Connected Entity's electrical system.

Energy means three-phase, 60-cycle alternating current electric energy, expressed in units of kilowatt-hours or megawatt-hours.

Energy Imbalance Service has the meaning ascribed to such term in Schedule 4 of the MISO Tariff.

Energy Losses means "System Losses", as such term is defined by the MISO Tariff, as well as distribution system real energy losses.

EPT means Eastern Standard Time or Eastern Daylight Time as in effect in New York, NY on a given day.

Event of Default has the meaning set forth in Section 5.1.

FERC means the Federal Energy Regulatory Commission or its successor.

Final Energy Adjustment Amount means the monetary amount due to the BGS-FP Supplier or the Companies, as the case may be, in order to reconcile any difference between the IPEA for a given Billing Period and the FPEA for such Billing Period. A Final Energy Adjustment Amount indicating a monetary amount due to the BGS-FP Supplier shall be represented as a positive number and a Final Energy Adjustment Amount indicating a monetary amount due to the Companies shall be represented as a negative number.

Final Period Energy Allocation or "FPEA" means a quantity in kWh which, for any Billing Period, is the corresponding IPEA adjusted for any billing or metering errors found subsequent to the calculation of such IPEA of which the MISO is notified within 50 days.

Financial Gains means, with respect to any Party, an amount equal to the present value of the financial benefit to it, if any (exclusive of Costs), resulting from an Early Termination of this Agreement, determined in a commercially reasonable manner.

Financial Losses means, with respect to any Party, an amount equal to the present value of the financial loss to it, if any (exclusive of Costs), resulting from an Early Termination of this Agreement, determined in a commercially reasonable manner.

Financial Transmission Rights or "FTRs" has the meaning ascribed to such term in the MISO Tariff.

Fitch means Fitch, Inc.

Forward Contract has the meaning ascribed to such term in Section 101(25) of the Bankruptcy Code.

Forward Contract Merchant has the meaning ascribed to such term in Section 101(26) of the Bankruptcy Code.

Forward Market Price means the price for a standardized energy trading product representing the delivery of electric power to given geographic location during On-Peak hours as determined by a Broker or Published Index.

Governmental Charges has the meaning set forth in Section 15.14.

GridAmerica means GridAmerica LLC.

Guarantor means any party who has the authority and may agree to guarantee the BGS-FP Supplier's financial obligations under this Agreement, recognizing that such a party will be obligated to meet the Companies' creditworthiness requirements for the BGS-FP Supplier.

Guaranty means a guaranty, hypothecation agreement, margins or security agreement or any other document (whether in the form attached to this Agreement or other form approved by the Companies).

HE means the hour ending.

ICC means the Illinois Commerce Commission or its successor.

Interest Index means the average Federal Funds Effective Rate for the period of time the funds are on deposit. The Federal Funds Effective Rate is published daily on the Federal Reserve website (<http://www.federalreserve.gov/releases/h15/update/>).

Intermediate Energy Adjustment Amount means the monetary amount due to the BGS-FP Supplier or the Companies, as the case may be, in order to reconcile any difference between the PPEA used for the purpose of calculating estimated payments made to the BGS-FP Supplier for a given Billing Period and the IPEA for such Billing Period. An Intermediate Energy Adjustment Amount indicating a monetary amount due to the BGS-FP Supplier shall be represented as a positive number and an Intermediate Energy Adjustment Amount indicating a monetary amount due to the Companies shall be represented as a negative number.

Intermediate Period Energy Allocation or "IPEA" means a quantity in kWh which, for any Billing Period, is the corresponding PPEA adjusted for any billing or metering errors found subsequent to the calculation of such PPEA of which the MISO is notified within 55 days.

Kilowatt or "kW" means a unit of measurement of useful power equivalent to 1000 watts.

Kilowatt-hour or "kWh" means one kilowatt of electric power used over a period of one hour.

Letter of Credit has the meaning set forth in Section 6.8.a.

Liquid MISO Cinergy Hub Adjusted Quote means a Liquid Quote applicable to the MISO Cinergy Hub as adjusted, based on the historical differences for the month at issue between LMP Prices at the MISO Cinergy Hub and the MISO Illinois Hub, to create a proxy for MISO Illinois Hub prices.

Liquid MISO Illinois Hub Quote means a Liquid Quote applicable to the MISO Illinois Hub.

Liquid Other Hub Adjusted Quote means a Liquid Quote applicable to a geographic location other than the MISO Illinois Hub or the MISO Cinergy Hub as adjusted, based on the historical differences for the month at issue between LMP Prices at such hub and the MISO Illinois Hub, to create a proxy for MISO Illinois Hub prices.

Liquid Quote means a quote for a Forward Market Price, from a Broker or Published Index, to sell or buy energy at a given geographic location over a given period of time based on reported trading volumes or open interest equaling or exceeding five hundred (500) MW.

LMP means locational marginal price.

LMP Market means an energy market operated by the MISO in which energy is bought and sold at prices that vary with the points of delivery.

LMP Price means the locational marginal price calculated and published by the MISO for a given point of delivery or collection of points of delivery.

Load Serving Entity or "LSE" has the meaning ascribed to such term in the MISO Tariff.

MAIN means the Mid-America Interconnected Network, or the regional reliability entity to which a Company belongs, or its successor.

Margin means the total amount of cash and/or Letters of Credit provided by a BGS-FP Supplier to satisfy Margin Calls from the Companies.

Margin Call has the meaning set forth in Section 6.6(i).

Margin Requirement means the amount by which the Total Exposure Amount exceeds the BGS-FP Supplier's Credit Limit.

Market Participant has the meaning ascribed to such term in the MISO Tariff.

Maximum Credit Limit means the maximum amount of unsecured credit the Companies are willing to grant the BGS-FP Supplier, calculated in accordance with Table A of Section 6.4.

Megawatt or MW means one thousand kilowatts.

Megawatt-hour or MWh means one megawatt of electric power used over a period of one hour.

Merger Event means when a Party consolidates or amalgamates with, or merges into or with, or transfers all or substantially all of its assets to another entity and either (i) the resulting entity fails to assume all of the obligations of such Party hereunder or (ii) the benefits of any credit support provided pursuant to Article 6 fail to extend to the performance by such resulting,

surviving or transferee entity of the Party's obligations hereunder, and the resulting entity fails to meet the creditworthiness standards of this Agreement. Transfer of all or substantially all of a Company's generation assets does not qualify as a Merger Event.

Meter Data and Management Agent has the meaning has the meaning ascribed to such term in the MISO Tariff.

Meter Read Date means the date on which a Company is scheduled, in accordance with its own established procedures and practices and its own regularly-scheduled billing cycles, to read a meter for purposes of producing a Customer bill.

Meter Reading means the process whereby a Company takes notice of the information presented on a Customer's meter. A Meter Reading may be obtained manually, through telemetry, or by estimation, in accordance with such Company's established procedures and practices.

Minimum Rating has the meaning set forth in Section 6.4(i)(a).

MISO means the Midwest Independent Transmission System Operator, Inc. or its successor(s).

MISO Agreements means the MISO Tariff, any associated protocols, manuals, or procedures, and any other documents produced or maintained by the MISO.

MISO Allocation Period means the period of time for which MISO allocates FTRs, as the term "allocation period" is used in Section 43 of the MISO Tariff.

MISO Cinergy Hub means that financial trading hub referred to by the MISO as the "CINERGY HUB".

MISO Illinois Hub means that financial trading hub referred to by the MISO as the "CILLINOIS HUB" and whose creation was approved by MISO stakeholders on October 20, 2004.

MISO Invoice Reimbursement Amounts means those charges invoiced by the MISO to the Companies on a Transmission Service settlement invoice related to the delivery of BGS-FP Supply to the Delivery Points with the exception of those charges specifically identified as related to the MISO Tariff schedules identified in Appendix C hereto.

MISO Tariff means the Open Access Transmission Tariff and Energy Markets Tariff for the MISO, on file with FERC, which sets forth the rates, terms and conditions of transmission service over the MISO Transmission System.

MISO Transmission System has the meaning ascribed by the MISO Tariff to the term "Transmission System."

Moody's means Moody's Investors Service, Inc.

MtM means mark-to-market.

MtM Exposure Amount means an amount calculated each Business Day for the BGS-FP Supplier reflecting the financial exposure to the Companies due to fluctuations in market prices for Energy as set forth in Section 6.3 and in Appendix D, minus amounts due pursuant to this Agreement to the BGS-FP Supplier for the delivery of BGS-FP Supply. If the calculation of the MtM Exposure Amount results in a negative number, the MtM Exposure Amount shall be zero.

Natural Termination Date means May 31 of the year indicated below:

2008 2009 2010.

NERC means the North American Electric Reliability Council or its successor.

Network Integration Transmission Service has the meaning ascribed to such term in the MISO Tariff. In the event the MISO Tariff is modified such that "Network Integration Transmission Service" is no longer offered, Network Integration Transmission Service shall mean the type of transmission service offered under the MISO Tariff that is accorded the highest level of priority for scheduling and curtailment purposes.

Non-Defaulting Party means (i) if a Company is the Defaulting Party, the BGS-FP Supplier; or (ii) if the BGS-FP Supplier is the Defaulting Party, each of the Companies.

Off-Peak means all hours not qualifying as On-Peak.

On-Peak has the meaning ascribed to such term in the MISO Tariff.

Other BGS Supplier means an entity that is defined as a BGS-FP Supplier, BGS-LFP Supplier or BGS-LRTP Supplier in an agreement with one or more Company other than this Agreement.

Preliminary Period Energy Allocation or "PPEA" means, for each Billing Period, the preliminary calculation of the product of: (i) the BGS-FP Supplier Responsibility Share multiplied by (ii) the Energy requirements portion of the BGS-FP Load for such Billing Period.

Published Index means a legitimate daily (or Business Day) publication, daily (or Business Day) online publication, news service, real-time and after-hour feeds, brokerage services, and trading platforms that surveys and reports price information related to the sale, purchase and/or delivery of electricity.

QF Generation means Capacity or Energy delivered to a Company from a Qualifying Facility as that term is defined in 83 Illinois Administrative Code Part 430.

Qualified Institution means a commercial bank or trust company organized under the laws of the United States or a political subdivision thereof, with: (i) a credit rating of at least (a) "A-" by S&P and "A3" by Moody's, if such entity is rated by both S&P and Moody's or (b) "A-" by S&P or "A3" by Moody's, if such entity is rated by either S&P or Moody's but not both, and (ii) having a capital and surplus of at least \$1,000,000,000.

Renewable Energy Portfolio Standards means those standards in effect on the Auction Date, if any, either imposed by the Applicable Legal Authorities or agreed to by a Company requiring that specified levels of electric power and energy sold for the provision of Basic Generation Service shall be produced from renewable resources.

Replacement BGS-FP Supplier has the meaning set forth in Section 4.2.

Resource Adequacy Requirements means those resource adequacy requirements (or equivalent requirements) set forth in the MISO Agreements, but does not include operating reserves (which is an Ancillary Service).

Retail Electric Supplier or "RES" means either: (i) an ARES certified by the ICC pursuant to Section 16-115 of the Illinois Public Utilities Act (220 ILCS 5/16-115), meeting all obligations of ARESs under the Public Utilities Act and applicable regulations, and authorized to provide electric power and energy supply services in a Company's Service Territory; or (ii) an

Illinois electric utility as defined in Section 16-102 of the Illinois Public Utilities Act (220 ILCS 5/16-102) meeting all obligations provided in Sections 16-115A and 16-116 of the Public Utilities Act (220 ILCS 5/16-115A, 220 ILCS 5/16-116).

S&P means Standard and Poor's Rating Services.

Safe Harbor Provisions of the Bankruptcy Code means Sections 101(25), 101(26), 362(b)(6), 546(e) and 556 of the Bankruptcy Code together with other sections pertaining or referring to any of them and any future amendments to the Bankruptcy Code which provide protections, rights or remedies to non-bankrupt Forward Contract Merchants against bankrupt counterparties under Forward Contracts.

Seasonal Billing Factor means a numerical factor set forth in Appendix B hereto, one amount applicable during the summer months of June through September, and one amount applicable during the non-summer months of October through May, applied to the Auction Price in accordance with the provisions of Article 9 and thereby used to shape the Companies' payments to BGS-FP Suppliers.

Security Instrument has the meaning set forth in Section 6.8.a.

Service Territory means the geographic areas of the State of Illinois in which a Company serves Customers.

Settlement Amount means with respect to a Non-Defaulting Party, the net amount of the Financial Losses or Financial Gains, and Costs, expressed in U.S. Dollars, which such Party incurs as a result of Early Termination, as set forth in Section 5.4.a. For the purposes of calculating the Termination Payment, the Settlement Amount shall be considered an amount due to the Non-Defaulting Party under this Agreement if total of the Financial Losses and Costs exceeds the Financial Gains and shall be considered an amount due to the Defaulting Party under this Agreement if the Financial Gains exceed the total of the Financial Losses and Costs.

Statement means a report prepared following each Billing Period by the Companies for the BGS-FP Supplier indicating the amount due to the BGS-FP Supplier in compensation for BGS-FP Supply supplied to the Companies by the BGS-FP Supplier during such Billing Period, in accordance with the BGS-FP Supplier's obligations under this Agreement.

Supply Day means any calendar day during the Delivery Period during which the BGS-FP Supplier is providing, or is obligated by this Agreement to provide, BGS-FP Supply to the Companies.

Tangible Net Worth or "TNW" means the total assets of the BGS-FP Supplier less intangible assets and total liabilities of the BGS-FP Supplier. For the purposes of this definition, intangible assets include benefits such as goodwill, patents, copyrights and trademarks.

Term has the meaning set forth in Section 4.1.

Termination Date means the earlier of the Early Termination Date or the Natural Termination Date.

Termination Payment has the meaning set forth in Section 5.4.b.

Total Exposure Amount means an amount calculated each Business Day for the BGS-FP Supplier reflecting the total credit exposure to the Companies and consisting of the sum of: (i) the MtM Exposure Amount arising under this Agreement and any other agreement for BGS-FP Supply or BGS-LFP Supply between the Companies and the BGS-FP Supplier; and (ii) the amount designated as the credit exposure under any agreement for BGS-LRTP Supply between the Companies and the BGS-FP Supplier; provided, however, that in the event the Total Exposure Amount calculated for any day is a negative number, the Total Exposure Amount shall be deemed to be zero (0) for such day. Any previously posted collateral will be netted against the Total Exposure Amount when determining collateral requirements.

Tranche means a fixed percentage share of the BGS-FP Load of the Companies as determined for the purposes of the Auction of the Companies' BGS-FP Load.

Transmission Customer has the meaning ascribed to such term in the MISO Tariff.

Transmission Service has the meaning ascribed to such term in the MISO Tariff.

Wholesale Customer means an entity (e.g., a municipality or cooperative) authorized to take electric service for resale to retail customers under a wholesale contract subject to FERC's jurisdiction.

1.3 Interpretation

In this Agreement, unless a different intention clearly appears:

- (i) the singular includes the plural and vice versa;
- (ii) the reference to any Party includes such Party's legal and/or permitted successors and assignees, and reference to a Party in a particular capacity excludes such Party in any other capacity or individually;
- (iii) the reference to any gender includes the other gender;
- (iv) reference to any document other than this Agreement refers to such documents as may be amended, modified, replaced or superseded from time to time, or any successor document(s) thereto;
- (v) reference to any Article, Section or Appendix means such Article, Section or Appendix of this Agreement, unless otherwise indicated;
- (vi) "hereunder", "hereof", "hereto", and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision;
- (vii) "including" (and with correlative meaning "include"), when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope;
- (viii) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and through means "through and including"; and
- (ix) reference to any law or regulation refers to such law or regulation as may be amended, modified, replaced or superseded from time to time, or any successor law(s) or regulation(s) thereto.

ARTICLE 2. GENERAL TERMS AND CONDITIONS

2.1 Parties' Obligations

2.1.a Common Obligations

Each Party hereby agrees as follows:

(i) It will cooperate with the Other Parties in any regulatory compliance efforts that may be required to maintain the ongoing lawfulness and enforceability of the terms of this Agreement and to fulfill any regulatory reporting requirement associated with the provision of BGS-FP Supply, before FERC or any other regulatory body asserting jurisdiction.

(ii) It will maintain all regulatory approvals and certifications necessary to permit its performance under this Agreement.

(iii) It will comply in a timely manner with all obligations imposed upon it by this Agreement.

(iv) It will comply with any and all information and data transfer protocols that may be adopted by the Companies or that are set by, and from time to time modified by, the ICC; provided, however, that the BGS-FP Supplier shall be entitled to exercise its reserved right to challenge any such protocols in the appropriate forum.

(v) It will undertake all action reasonably necessary before FERC or any other regulatory body or court asserting jurisdiction to preserve the rates, terms, and conditions of this Agreement as agreed to herein.

(vi) It will comply with all obligations, rules and regulations, as established and interpreted by the MISO, that are applicable to it in connection with its performance under this Agreement.

2.1.b Obligations of the BGS-FP Supplier

The BGS-FP Supplier hereby agrees as follows:

(i) The BGS-FP Supplier will deliver to each Delivery Point sufficient quantities of BGS-FP Supply on an instantaneous basis at all times to meet the BGS-FP Supplier Responsibility Share.

(ii) Without limitation, the BGS-FP Supplier shall procure those services provided by the MISO and perform such functions as may be required by the MISO that are necessary for the delivery of BGS-FP Supply required hereunder except to the extent that each Company is the LSE for BGS-FP Load located within its Service Territory and is responsible for procuring Network Integration Transmission Service.

(iii) The BGS-FP Supplier shall compensate the Companies for: (a) all charges paid by the Companies to the MISO for the procurement of such Ancillary Services that the MISO deems the Companies must procure from the MISO to provide BGS-FP Supply to the BGS-FP Load (the "Ancillary Services Costs") and (b) the MISO Invoice Reimbursement Amounts.

(iv) Except for those charges listed on Appendix C as the Companies' responsibility, the BGS-FP Supplier bears the risk of any changes in MISO products, tariffs, business rules and pricing, or any other changes in market conditions or market rules during the Term, as such changes related to the delivery of BGS-FP Supply to the Delivery Points, except for any changes related to Network Integration Transmission Service.

(v) Except for the circumstance in which physical impossibility, not due to any gross negligence or willful misconduct of the BGS-FP Supplier, prevents the delivery of Energy to a Delivery Point: (a) the BGS-FP Supplier's obligation to deliver Energy to such Delivery Point pursuant to this Agreement shall be absolute and unconditional and shall not be affected by any circumstances of any character, (b) the BGS-FP Supplier has assumed full, complete and sole responsibility, without reservation or condition, for the delivery of Energy to such Delivery Point pursuant to this Agreement, and (c) it is the intention of the Parties that no event or condition (whether foreseen or unforeseen and whether such event or condition might otherwise serve as a defense or relieve the BGS-FP Supplier of its obligations and liabilities hereunder) shall excuse the BGS-FP Supplier's performance pursuant to this Agreement. A lack of Energy offered in any LMP Market (forward or real-time) does not constitute a physical impossibility, as that term is used in the foregoing sentence.

(vi) The BGS-FP Supplier will be a Market Participant in good standing with the MISO, responsible for the provision of BGS-FP Supply for the BGS-FP Supplier Responsibility Share. The BGS-FP Supplier shall claim, at an appropriate time through the MISO registration process, the Delivery Points.

(vii) The BGS-FP Supplier shall designate Ameren Services Company as the Meter Data and Management Agent for each Delivery Point as such Delivery Point relates to the supply of BGS-FP Supply by the BGS-FP Supplier.

(viii) The BGS-FP Supplier shall identify to the Companies, no later than December 1 of each year of the Term, or as otherwise necessary to permit the Companies to satisfy MISO or MAIN resource adequacy requirements, the resource or resources that it will use the following calendar year to provide Capacity to the Companies pursuant to the terms of this Agreement. The BGS-FP Supplier shall notify the Companies within 24 hours of any change in the resource or resources that it will use (or is using) to provide Capacity to the Companies pursuant to the terms of this Agreement.

(ix) The BGS-FP Supplier will pay to the Companies (a) the Intermediate Energy Adjustment Amount for each Billing Period for which there exists a negative Intermediate Energy Adjustment Amount and (b) the Final Energy Adjustment Amount for each Billing Period for which there exists a negative Final Energy Adjustment Amount.

(x) The BGS-FP Supplier will pay to the Companies a charge of \$_____ per Tranche, which amount was announced prior to the Auction, for each Tranche comprising the BGS-FP Supplier Responsibility Share, in order to reimburse the Companies for the total costs of the Auction and related costs associated with providing BGS-FP administration (the "Auction and Administration Fee").

(xi) The BGS-FP Supplier will satisfy any Renewable Energy Portfolio Standards that may apply with respect to the BGS-FP Supplier Responsibility Share as of the Auction Date.

(xii) The BGS-FP Supplier will be solely responsible for payment of all charges due to the MISO associated with the BGS-FP Supplier's standing as a Market Participant and the provision of its share of BGS-FP Supply pursuant to this Agreement (including such charges associated with Energy Losses and Energy Imbalance Service).

(xiii) If the BGS-FP Supplier files this Agreement with FERC accompanied by a request by the BGS-FP Supplier under Section 205 of the Federal Power Act for the Agreement to be accepted and/or approved by FERC: (a) the BGS-FP Supplier shall submit such a filing no

later than October 15, 2006, and (b) such filing shall contain a request that FERC permit this Agreement become effective as of January 1, 2007.

2.1.c Obligations of the Companies

The Companies hereby agree as follows.

(i) The Companies will accept delivery of BGS-FP Supply provided by the BGS-FP Supplier at each Delivery Point pursuant to Section 2.1.b(i).

(ii) The Companies will pay to the BGS-FP Supplier: (a) the BGS-FP Supply Charge for each Billing Period, (b) the Intermediate Energy Adjustment Amount for each Billing Period for which there exists a positive Intermediate Energy Adjustment Amount, and (c) the Final Energy Adjustment Amount for each Billing Period for which there exists a positive Final Energy Adjustment Amount.

(iii) The Companies will procure from the MISO those Ancillary Services needed to provide BGS-FP Supply to the BGS-FP Load, in such amounts as required by the MISO; provided, however, that the BGS-FP Supplier shall be responsible for the procurement of Energy Losses and Energy Imbalance Service.

(iv) The Companies will procure Network Integration Transmission Service from the Delivery Points to BGS-FP Customers for the BGS-FP Supply and be Load Serving Entities with respect to BGS-FP Load.

(v) The Companies will provide to the BGS-FP Supplier their estimated aggregate load obligation for each Supply Day twenty (20) days prior to the Supply Day, and its final estimated load obligation for each Supply Day five (5) days prior to the Supply Day.

(vi) The Companies will transfer or assign to the BGS-FP Supplier, in accordance with the MISO Agreements, their rights and obligations to ARRs and FTRs to which they are entitled or obligated as LSEs pursuant to the MISO Agreements (including the rights of the Companies to claim Market Participant status for the Delivery Points), provided that such rights or obligations are related to the BGS-FP Supplier Responsibility Share of the BGS-FP Supply. All rights and obligations associated with such ARRs and FTRs will accrue to the BGS-FP Supplier through the transfer or assignment from the Companies to the BGS-FP Supplier including the ability of the BGS-FP Supplier to request or nominate such FTRs when applicable.

The BGS-FP Supplier shall have the right to request and nominate FTRs if: (i) all Agreements for BGS-FP Supply have been executed and are in full force and effect; and (ii) the Delivery Period under each Agreement for BGS-FP Supply is inclusive of the entire MISO Planning Period for which the FTRs are being requested or nominated. Should the conditions above not be met, the entity recognized by the MISO as having the right to make the nominations at that time will nominate such FTRs for the upcoming MISO Planning Period and such FTRs (and associated ARR) will be allocated to the BGS-FP Supplier based upon the BGS-FP Supplier Responsibility Share.

(vii) The Companies will, to the extent applicable, pay the BGS-FP Supplier a percentage share equal to the BGS-FP Supplier Responsibility Share of all amounts received by a Company from a RES as damages, penalties or forfeited security due to the failure of such RES to provide adequate notice in conformance with applicable ICC requirements that a customer previously served by the RES is switching to BGS-FP service or forfeited as a result of an event of Default by a RES under a Retail Electric Supplier Agreement; provided, however, that the amounts paid to the BGS-FP Supplier shall be net of its pro rata share of any amounts retained by the Companies to offset costs or losses of the Companies associated with the failure of the RES to provide adequate notice or the occurrence of an event of Default; and further provided, that the Companies shall have no obligation to seek the recovery of any damages, penalties or forfeited security due from a RES through collection efforts, judicial procedures or otherwise.

(viii) The Companies shall use all reasonable efforts to ensure that Ameren Services Company serves as the Meter Data and Management Agent for each Delivery Point as such Delivery Point relates to the provision of BGS-FP Supply by the BGS-FP Supplier, to the extent the BGS-FP Supplier designates Ameren Services Company as such Meter Data and Management Agent. In the event Ameren Services Company does not serve in such a manner as Meter Data and Management Agent the Parties will nominate another mutually-agreed upon entity to serve as Meter Data and Management and designate such entity to the MISO.

(ix) The Companies will be Load Serving Entities and the Asset Owners of each Delivery Point, as registered with the MISO.

(x) The Companies shall have full responsibility for metering, billing and delivery with respect to Customers and the BGS-FP Supplier shall have no responsibility with respect thereto.

(xi) The Companies shall be responsible for distribution services and the BGS-FP Supplier shall not be responsible for distribution charges.

2.2 MISO Services

The BGS-FP Supplier shall make all necessary arrangements for the delivery of BGS-FP Supply through the MISO. The Companies will advise the MISO of the magnitude of the BGS-FP Supplier Responsibility Share, as required by the MISO, for the purpose of calculating the BGS-FP Supplier's Capacity obligation, Energy obligation, Resource Adequacy Requirements, or other requirements related to the provision of service under this Agreement by the BGS-FP Supplier arising under the MISO Agreements. The BGS-FP Supplier shall remain responsible to the MISO for the performance of its obligations associated with the provision of BGS-FP Supply under this Agreement until the effective date of the transfer of such obligations.

2.3 Communications and Data Exchange

The BGS-FP Supplier and the Companies shall supply to each other all data, materials or other information that is specified in this Agreement, or that may otherwise reasonably be required by the BGS-FP Supplier or by the Companies in connection with the provision of BGS-FP Supply by the BGS-FP Supplier to the Companies, if required, in a thorough and timely manner.

Electronic information exchange between the BGS-FP Supplier and the Companies under this Agreement shall employ a BGS-FP Supplier identification number, assigned by the Companies, which shall be consistent with the BGS-FP Supplier's Dunn & Bradstreet Business number. The BGS-FP Supplier must be equipped with the communications capabilities necessary to comply with the communications and data exchange standards that are set by and as may, from time to time, be modified by the MISO, and must bear the costs of putting in place and successfully testing all required information technology systems that will enable it to send to and receive data from the Companies and the MISO and to satisfy its obligations under this Agreement, the MISO Agreements and all other relevant agreements.