
Name of Applicant

PART 2
APPLICATION FORM
PART 2 APPLICATION DATE: X XX, 2006

The Illinois Auction is conducted on behalf of the Commonwealth Edison Company (“ComEd”) and Ameren Companies (“Ameren”). The Illinois Auction consists of two Sections, a Fixed Price Section and an Hourly Price Section. The Fixed Price Section has Competitive Procurement Process (“CPP”) products (ComEd’s CPP-A product and CPP-B products), and Basic Generation Service (“BGS”) products (Ameren’s BGS-FP products and BGS-LFP product). The Hourly Price Section has a CPP product (ComEd’s CPP-H product), and a BGS product (Ameren’s BGS-LRTP product).

This Part 2 Application Form is the application form to be used by a Qualified Bidder in one or both of the Sections in the Illinois Auction. The Qualified Bidder uses this Part 2 Application Form to become a Registered Bidder in each Section for which it has qualified.

When you completed the Part 1 Application Form, you agreed to the Illinois Auction Rules [*see Docket Nos.05-0159, 05-0160, 05-0161, and 05-0162*], and you agreed to accept the provisions contained in the Supplier Forward Contracts for the services that you are applying to provide, whether it be for the Fixed Price Section and/or the Hourly Price Section.

Any information in this application will be provided on a confidential basis to the Auction Manager Team and representatives from the Illinois Commerce Commission (ICC, including their Auction Advisor). Information regarding your Indicative Offers (Sub-Part(s) B.1, and/or C.1,) will be provided on a confidential basis to specific ComEd or Ameren representatives, depending on the Section or Sections to which you are applying, without revealing your identity. Information regarding your preliminary maximum interest in a Section (Sub-Part(s) B.1 and/or C.1) will be provided to specific ComEd and Ameren representatives, as appropriate without revealing your identity. In addition, ComEd and Ameren representatives will decide whether the form of Pre-Auction Security submitted is acceptable; Pre-Auction Security documents will be redacted so as not to reveal your identity or the amount of your Indicative Offers.

If you become a Registered Bidder for a Section, your name will be provided to other Registered Bidders for that Section, as appropriate on a confidential basis and you will be provided with a list of names of other Registered Bidders for that Section. As part of this Application, you are required to certify that you will keep this list of Registered Bidders confidential.

INSTRUCTIONS FOR APPLICATION

There are two parts to the application process.

Applicants submit the Part 1 Application Form and all documents required therein to become Qualified Bidders for the Fixed Price Section and/or the Hourly Price Section. Qualified Bidders may submit the Part 2 Application Form, in which they will make certifications regarding Bidder Associations and handling of Confidential Information, submit Indicative Offers, and post Pre-Auction Security to become Registered Bidders in the Section or Sections for which they have qualified.

Please complete the parts that apply to you, using the table below as a guide:

| Part | Applicants that must complete this part |
|-------------|--|
| A | ALL |
| B | Applicants to the Fixed Price Section |
| C | Applicants to the Hourly Price Section |
| D | ALL |

I Application Submission

To become a Registered Bidder for the Fixed Price Section and/or the Hourly Price Section, Applicants must:

- Have qualified for the Section or Sections for which they are applying;
- Submit **three original** completed Part 2 Application Forms (with original signatures);
- Submit one copy of all requested documents supporting the Application as specified in Appendix A;
- Submit Indicative Offers and indication of preliminary interests;
- Submit Pre-Auction Letters of Credit and submit any additional Pre-Auction Security, as necessary;
- Make required certifications on Bidder Associations and Confidential Information and, if unable to do so, make required information disclosures.

The completed Part 2 Application MUST be received by the Auction Manager no later than 12:00 p.m. (noon) CDT¹ on X XX, 2006

at
Auction Manager Team
XX Street
City, State XXXXX

¹ Unless noted otherwise, all times refer to Central Daylight Savings Time (CDT).

Inquiries may be directed to the Auction Manager by:

- telephone (xxx) XXX-XXXX
- fax (xxx) XXX-XXXX
- through the “Ask a Question” page on our Web site at <http://www.XXXX.com>

Photocopies and facsimiles of completed forms will not be accepted under any circumstances.

It is in your interest to seek independent legal and financial advice before deciding to participate in this auction.

II Application Review

Confirmation

If your Part 2 Application is received by post, a confirmation consisting of a photocopy of the first page of your Application stamped with the time and date that it was received will be faxed to your Authorized Representative. This confirmation of receipt will be faxed after an initial review, either with a confirmation that your Application is complete, or with a deficiency notice. If your Part 2 Application is hand-delivered, a confirmation consisting of a photocopy of the first page of your Application stamped with the time and date that it was received will be provided to the deliverer again after an initial review.

Incomplete Applications

If your Part 2 Application is incomplete or requires clarification, the Auction Manager will send a deficiency notice to your Authorized Representative by fax. You will have until noon on the Part 2 Application Date, or until 6:00 p.m. on the business day following the business day during which a deficiency notice is faxed to you, whichever comes later, to respond. If you do not correct or adequately explain the deficiency within the time allowed, your Part 2 Application will be rejected and you will be unable to participate in the Fixed Price Section and/or the Hourly Price Section. One copy of your Part 2 Application and all supporting documents pertaining to the Section or Sections for which your application is rejected will be returned to you.

Late Applications

No late Part 2 Applications will be accepted under any circumstances.

Deficient Credit Documents

If, for a Section, your Pre-Auction Letter of Credit is not in a form acceptable to ComEd and Ameren, your Authorized Representative will be faxed a deficiency notice and you will have until noon on the Part 2 Application Date or 6:00 p.m. of the second business day following the business day during which you are notified, whichever comes later, to submit revised documents. If you fail to correct the deficiencies by this deadline, your Application for that Section will be rejected.

If, for a Section, your Pre-Auction Letter of Credit is insufficient, or if your additional Pre-Auction Security is in a form that is not acceptable to ComEd and Ameren, your Authorized Representative will be faxed a deficiency notice. If you fail to correct the deficiency by this deadline, either your Application will be rejected for that Section, as appropriate, or your Indicative Offer will be reduced by the Auction Manager so that your Pre-Auction Security is sufficient to cover your Indicative Offer for that Section.

Certifications Regarding Associations

You may be required to provide additional information to the Auction Manager and to the ICC and its representatives if you are unable to make the certifications in sub-parts B.2 and C.2 of the present Application.

Notification of Registration

If you become a Registered Bidder for the Fixed Price Section and/or the Hourly Price Section, the Auction Manager will send by fax a notification to your Authorized Representative for each Section no later than five business days after the Part 2 Application Date. The Notification(s) of Registration will also be sent by courier.

APPLICATION FORM

Part A. REQUIREMENTS FOR ALL QUALIFIED BIDDERS

APPLICANT BASIC INFORMATION

Name of Applicant

Name of Authorized Representative

Telephone No.

Fax No.

Email Address

Please check the Section or Sections for which you are a Qualified Bidder:

- Fixed Price Section**
 Hourly Price Section

Please check the Section or Sections for which you are submitting a Part 2 Application.

Note: You can only submit a Part 2 Application for those or Section or Sections for which you have qualified.

- Fixed Price Section**
 Hourly Price Section

Please check here if you submitted modifications to the Pre-Auction Letter of Credit in accordance to the procedure in Appendix F of the present form and these modifications were accepted. Please submit a copy of the letter from the Auction Manager approving any modifications to the Pre-Auction Letter of Credit.

Please check here if you are submitting a Pre-Auction Letter of Credit that incorporates modifications which, according to information posted to our Web site, are modifications that are acceptable to ComEd and Ameren. Please submit a copy of the Web site information that

states that the modifications to the Pre-Auction Letter of Credit have been approved in accordance to the procedure in Appendix F of the present form.

Please provide below any special instructions for returning the Letter(s) of Credit at the conclusion of the Illinois Auction. Absent such instructions, at the appropriate time, the Auction Manager will send your Letter(s) of Credit marked “cancelled” along with the duly executed Annex 3 (Certificate of Cancellation) to the contact provided on the Pre-Auction Letter of Credit.

Part B. FIXED PRICE SECTION

Please check here if you are not applying to the Fixed Price Section, and then proceed to part C. Otherwise, please complete all parts of this part B.

B.1 The Fixed Price Section: Indicative Offer, Calculation of Required Pre-Auction Letter of Credit and Maximum Preliminary Interest

In the Fixed Price Section, there are ten (10) products: CPP-A 17-months, CPP-B 17-months, CPP-B 29-months, CPP-B 41-months, CPP-B 53-months, CPP-B 65-months, BGS-LFP 17-months, BGS-FP 17-months, BGS-FP 29-months, and BGS-FP 41-months. The Maximum Starting Price and the Minimum Starting Price (quoted in \$/MWh rounded off to the nearest cent) for the Fixed Price Section products are provided in Table 1.1 below.

Please enter below in cell (a) of Table 1.1 your Indicative Offer at the Minimum Starting Price. This Indicative Offer at the Minimum Starting Price should provide a total number of tranches that you are willing to supply for all Fixed Price Section products combined (all of CPP-A 17-months, CPP-B 17-months, CPP-B 29-months, CPP-B 41-months, CPP-B 53-months, CPP-B 65-months, BGS-LFP 17-months, BGS-FP 17-months, BGS-FP 29-months, and BGS-FP 41-months) at the Minimum Starting Price. Please enter below in cell (b) of Table 1.1 your Indicative Offer at the Maximum Starting Price. This Indicative Offer at the Maximum Starting Price should provide a total number of tranches that you are willing to supply for all Fixed Price Section products combined (all of CPP-A 17-months, CPP-B 17-months, CPP-B 29-months, CPP-B 41-months, CPP-B 53-months, CPP-B 65-months, BGS-LFP 17-months, BGS-FP 17-months, BGS-FP 29-months, and BGS-FP 41-months) at the Maximum Starting Price.

At the Minimum Starting Price and the Maximum Starting Price, a Qualified Bidder's Indicative Offer for the Fixed Price Section cannot exceed the sum of the Load Caps for the Fixed Price Section, which is XX tranches. Your Indicative Offer at the Maximum Starting Price determines your *initial eligibility* in the Fixed Price Section. **You cannot, at any time during the Fixed Price Section, bid on more tranches than the number of tranches indicated as your Indicative Offer at the Maximum Starting Price in cell (b) of Table 1.1.**

You can however bid fewer tranches than your Indicative Offer in round 1 of the Illinois Auction.

Table 1.1 Fixed Price Section Indicative Offer

| Fixed Price Section (\$/MWh) | | Indicative Offer (number of tranches) |
|---|-------|--|
| Minimum Starting Price | XX.XX | (a) |
| Maximum Starting Price | XX.XX | (b) |

Should you become a Registered Bidder in the Fixed Price Section, your initial eligibility for the Fixed Price Section will be set equal to your Indicative Offer at the Maximum Starting Price. That is, your initial eligibility would be set equal to the number of tranches you have entered in cell (b) of Table 1.1.

The Pre-Auction Letter of Credit is part of the Pre-Auction Security. Each Qualified Bidder is required to submit a Pre-Auction Letter of Credit in an amount of \$250,000 per tranche of the Qualified Bidder’s Fixed Price Section Indicative Offer at the Maximum Starting Price. Sample Pre-Auction Letter of Credit forms are available as Appendix C of this application form or can be downloaded from our Web site.

The following calculation determines the amount of your Pre-Auction Letter of Credit. Please fill in below the cell (b) number from Table 1.1 above.

$$\text{Pre-Auction Letter of Credit Amount} = (\text{Indicative offer at Maximum Starting Price}) \times (\$250,000)$$

$$\text{Pre-Auction Letter of Credit Amount} = \underline{\hspace{2cm}} \text{(number of tranches)} \times \$250,000$$

$$= \$ \underline{\hspace{2cm}} \text{(dollars)}$$

You must use the Pre-Auction Letter of Credit form provided as Appendix C of this Part 2 application or download it from our Web site. Modifications to this form will be accepted only if they were pre-approved through the process described in Appendix F.

Your qualification letter from the Auction Manager details whether you are required to provide additional Pre-Auction Security in the form of a Letter of Reference, or a Letter of Intent to Provide a Guaranty, or both. Your qualification letter provides instructions regarding the amount of the Letter of Reference and/or the amount of the Letter of Intent to Provide a Guaranty. Sample Letters of Reference and Letter of Intent to Provide a Guaranty are available as Appendix D and Appendix E of this application form, respectively, or can be downloaded from our Web site.

Please use Table 1.2 below to fill in your Indicative Offer at the Maximum Starting Price, and the amounts of the Pre-Auction Letter of Credit and additional Pre-Auction Security for the Fixed Price Section.

- The Indicative Offer is from cell (b) of Table 1.1.
- The amount of the Pre-Auction Letter of Credit is calculated above.
- The amount of additional Pre-Auction Security as stated in your qualification letter.

Table 1.2 Pre-Auction Security

| Fixed Price Section Indicative Offer at Maximum Starting Price (cell (b) from Table 1.1) | Amount of Pre-Auction Letter of Credit | Amount of Additional Pre-Auction Security |
|--|---|--|
| | | |

Please check here if you are submitting a Letter of Intent to Provide a Guaranty from the named Guarantor in the Part 1 Application Form.

Please check here if you are submitting a Letter of Reference from a bank.

In the Fixed Price Section, there are a total of ten (10) products available for bidding: CPP-A 17-months, CPP-B 17-months, CPP-B 29-months, CPP-B 41-months, CPP-B 53-months, CPP-B 65-months, BGS-LFP 17-months, BGS-FP 17-months, BGS-FP 29-months, and BGS-FP 41-months. In Table 1.3 below, provide your preliminary maximum interest in each product. At

the Maximum Starting Price and at the Minimum Starting Price, please indicate the maximum number of tranches that you would be willing to supply for each product. Please note:

- The number of tranches that you indicate for each product in the Fixed Price Section must be equal to or below the sum of the Load Caps for the Fixed Price Section. The sum of the Load Cap for the Fixed Price Section is XX tranches.
- The number of tranches that you indicate for any one product at the Minimum Starting Price must be equal to or less than your Indicative Offer at that price (cell (a) of Table 1.1). Likewise, the number that you indicate for any one product for the Maximum Starting Price must be equal to or less than your Indicative Offer at that price (cell (b) of Table 1.1).
- The sum of your preliminary interest for all products at the Minimum Starting Price (the sum of (a1) through (a10) of Table 1.3) **can** exceed the amount of the Indicative Offer at the Minimum Starting Price in cell (a) of Table 1.1. Also, the sum of your preliminary interest for all products at the Maximum Starting Price (the sum of (b1) through (b10) of Table 1.3) **can** exceed the amount of the Indicative Offer at the Maximum Starting Price in cell (b) of Table 1.1.

Example:

A Qualified Bidder submits an Indicative Offer of 40 tranches at the Maximum Starting Price (cell (b) of Table 1.1) and 30 tranches at the Minimum Starting Price (cell (a) of Table 1.1). At the Maximum Starting Price, the Qualified Bidder indicates its preliminary maximum interest in each product as:

- 8 tranches of CPP-A 17-months
- 2 tranches of CPP-B 17-months
- 3 tranches of CPP-B 29-months
- 3 tranches of CPP-B 41-months
- 4 tranches of CPP-B 53-months
- 2 tranches of CPP-B 65-months
- 7 tranches of BGS-FP 17-months
- 4 tranches of BGS-FP 29-months
- 5 tranches of BGS-FP 41-months
- 7 tranches of BGS-LFP 17-months

Note that the preliminary maximum interest at the Maximum Starting Price in each Fixed Price product is less than or equal to the sum of the Load Cap for the Fixed Price Section, XX tranches.

The sum of the preliminary maximum interests at the Maximum Starting Price ($8 + 2 + 3 + 3 + 4 + 2 + 7 + 4 + 5 + 7 = 45$) can and does exceed the amount of the Indicative Offer at the Maximum Starting Price (40).

At its preliminary maximum interest in each product at the Minimum Starting Price, the Qualified Bidder submits:

- 7 tranches of CPP-A 17-months
- 2 tranches of CPP-B 17-months
- 0 tranches of CPP-B 29-months
- 3 tranches of CPP-B 41-months
- 3 tranches of CPP-B 53-months
- 1 tranches of CPP-B 65-months
- 6 tranches of BGS-FP 17-months
- 0 tranches of BGS-FP 29-months
- 4 tranches of BGS-FP 41-months
- 6 tranches of BGS-LFP 17-months

Again, the number of tranches indicated summed across all products at the Minimum Starting Price ($7 + 2 + 0 + 3 + 3 + 1 + 6 + 0 + 4 + 6 = 32$) can and does exceed the amount of the Indicative Offer at the Minimum Starting Price (30).

Please indicate your preliminary maximum interest in each product in Table 1.3 below. Your preliminary maximum interest must be expressed in terms of number of tranches.

Table 1.3 Fixed Price Section Preliminary Interest

| Fixed Price Section Product | Preliminary Interest (number of tranches) | |
|-----------------------------|--|--|
| | # of Tranches at the Minimum Starting Price (\$XX.XX/MWh) | # of Tranches at the Maximum Starting Price (\$XX.XX/MWh) |
| CPP-A 17-months | (a1) | (b1) |
| CPP-B 17-months | (a2) | (b2) |
| CPP-B 29 months | (a3) | (b3) |
| CPP-B 41-months | (a4) | (b4) |

| | | |
|--------------------------|-------|-------|
| CPP-B 53-months | (a5) | (b5) |
| CPP-B 65-months | (a6) | (b6) |
| BGS-FP 17-months | (a7) | (b7) |
| BGS-FP 29-months | (a8) | (b8) |
| BGS-FP 41-months | (a9) | (b9) |
| BGS-LFP 17-months | (a10) | (b10) |
| TOTAL | | |

B.2 Bidder Certifications for the Fixed Price Section

If you are not applying for the Fixed Price Section please proceed to part C. Otherwise, please complete this sub-part B.2.

Please consult the list of Qualified Bidders for the Fixed Price Section provided to you upon qualification. The following certifications are those contained in the “Associations and Confidential Information Rules” of the Illinois Auction Rules as well as in the CPP and MV Riders. Please consult the criteria for associations and the definition of Confidential Information in the Illinois Auction Rules [*see Docket Nos. 05-159, 05-160, 05-161, and 05-162*] located on our Web site.

Please make the following certifications. **In these certifications and the remainder of this sub-part, “Qualified Bidder” refers to a bidder qualified to participate in the Fixed Price Section.** All Qualified Bidders applying to become Registered Bidders, including each party to a Bidding Consortium, Bidding Agreement or Joint Venture for the purpose of bidding in the Fixed Price Section, must make these certifications. **The following certifications (1) to (7) will be required of each Qualified Bidder and will apply from the time of qualification until the Declaration of a Successful Result for the Fixed Price Section or until the ICC has taken action regarding the auction results.** Completion of the following certifications signifies your agreement not to take any action during the Illinois Auction that might affect the accuracy of the certifications. If you cannot make one or more of these certifications, please disclose the necessary information to explain why you cannot make these certifications.

- (1) Please certify that you are not associated with any other Qualified Bidder participating in the Fixed Price Section according to the criteria as defined in the Illinois Auction Rules.

Signature of Authorized Representative

Date

If unable to make certification (1) requested above please identify the Qualified Bidder(s) with which you are associated along with the nature of any and all associations.

- (2) Please certify that you have not entered into any agreement with any other Qualified Bidder participating in the Fixed Price Section regarding bidding during such Section including but not limited to, the amount to bid at certain prices; the product(s) for which bids are placed; when or at what prices bids are withdrawn or switched; and/or the amount of exit prices, as described in the Illinois Auction Rules. This certification provides an exception with respect to the Qualified Bidder(s) explicitly named in sub-part E.1 of your Part 1 Application Form as entities with which you have entered into a Bidding Agreement, Joint Venture for the purpose of participating in the Fixed Price Section, or Bidding Consortium or any other arrangement pertaining to participating in the Fixed Price Section.

Signature of Authorized Representative Date

An **Advisor** is a person who will be advising or assisting the bidder with bidding strategy for the Section, with estimation of the value of a system's tranches, or with the estimation of the risks associated with serving load.

If you will not have an Advisor retained for the purpose of bidding in the Fixed Price Section, please certify this by signing certification 3 below:

- (3) Please certify that no entity will be advising or assisting you with bidding strategy for the Section, with estimation of the value of a system's tranches, or with the estimation of the risks associated with serving load.

Signature of Authorized Representative Date

Each qualified bidder who retains an Advisor will be required to name its Advisor as part of its Part 2 Application and to certify the following:

- (4) Please certify either that you have not retained an Advisor, or that you have retained the Advisor named below, and that: (a) the Advisor will not discuss the bidder's confidential information relative to the bidding strategy or confidential information relative to the Auction Process except with the bidder that it is advising; (b) the Advisor cannot use the bidder's confidential information relative to the bidding strategy or confidential information relative to the Auction Process for any purpose other than to provide advice to the bidder; (c) the Advisor is bound by all certifications made by you in your Part 1 Application and in your Part 2 Application; (d) the Advisor will not provide any similar advice or assistance to any other qualified bidder.

Name of Advisor

Signature of Authorized Representative

Date

A qualified bidder who has an Advisor and who is unable to make certification 4 must name the Advisor and explain why it cannot make the certification. If the Advisor is providing similar advice or assistance to another qualified bidder, or if such person will be privy to confidential information relative to any other qualified bidder's bidding strategy, the qualified bidder will have to show that it has put appropriate confidentiality agreements in place to ensure that the Advisor does not serve as a conduit of information between, or as a coordinator of the bidding strategies of, multiple bidders.

- (5) Please certify that you are not a party to any contract for the provision of full requirements electric supply, or any component of such supply, that might be used to serve any portion of the retail aggregate load related to the Fixed Price Section, and (a) that would require the disclosure of any Confidential Information relative to bidding strategy or Confidential Information pertaining to the Fixed Price Section to the counterparty under such contract or to any other entity; or (b) that would provide instructions, direct financial incentives, or other inducements for the Qualified Bidder to act in a way determined by the counterparty in the agreement or in concert with any other bidder participating in the Fixed Price Section. Notwithstanding the previous provisions of this Item 4, you may, during negotiations prior to the Auction commencement date regarding contractual arrangements to provide full requirements electric supply, or any component of such supply, to serve any portion of the retail aggregate load related to the Fixed Price Section in the event that you become a winning bidder, discuss with the prospective counterparty to such provisions the nature of the product components to be provided, the volume of any such products or components, and the prices at which it is willing to provide such products or components.

Signature of Authorized Representative

Date

If unable to certify item (5), please disclose the contractual arrangements that prevents you from making this certification.

- (6) Please certify that you do not have any knowledge of Confidential Information that is relevant to the bidding strategy of any other Qualified Bidder participating in the Fixed Price Section.

Signature of Authorized Representative

Date

If unable to certify item (6), please identify any other such Qualified Bidder(s) and the nature of the Confidential Information.

- (7) Please certify that you will not disclose Confidential Information relative to your bidding strategy except to bidders explicitly named in sub-part E.1 of your Part 1 Application Form as entities with which you have entered into a Bidding Agreement, Joint Venture for the purpose of participating in the Fixed Price Section, or Bidding Consortium or any other arrangement pertaining to participating in the Fixed Price Section; or to bidders with which you are associated as disclosed in this Part 2 Application Form; or to your Advisors; or to your financial institution.

Signature of Authorized Representative

Date

- (8) Please certify that, other than bidders explicitly named in sub-part E.1 of your Part 1 Application Form as entities with which you have entered into a Bidding Agreement, Joint Venture for the purpose of participating in the Fixed Price Section, or Bidding Consortium or any other arrangement pertaining to participating in the Fixed Price Section; or bidders with which it is associated as disclosed in this Part 2 Application Form, no entity has agreed to defray any of your costs of participating in the Fixed Price Section including the cost of preparing bids, the cost of any financial guarantees, the cost to be paid in the event such you become a winning bidder, or any other participation cost or fee.

Signature of Authorized Representative

Date

If unable to certify item (8), please identify the entity that has agreed to defray some or all of your costs of participating in the Fixed Price Section, and the nature of the participation costs that such entity has agreed to defray.

- (9) Please certify that if you have an Advisor or Advisors your Advisor or Advisors will serve the role of Advisor as defined in the Illinois Auction Rules, and will provide any non-disclosure agreements that are in place if an Advisor is also advising another bidder.

Signature of Authorized Representative Date

If unable to certify item (9), please identify the person or persons acting as your Advisor(s) that can not serve the role of Advisor as defined in the Illinois Auction Rules and explain why.

The following certifications (10) and (11) are required of each Qualified Bidder applying to become a Registered Bidder and will apply from the date on which you make the certifications.

- (10) Please certify you will not disclose at any time information regarding the total initial eligibility in the Fixed Price Section or the list of Registered Bidders, including the number of Registered Bidders, the identity of any one or all entities that have been registered, or the fact that an entity has not been registered for participation in the Fixed Price Section.

Signature of Authorized Representative Date

- (11) Please certify that you will not disclose at any time any Confidential Information related to the Auction Process to any party except your Advisors and bidders with which you are associated.

Signature of Authorized Representative Date

If unable to certify item (11), please explain.

Should you be successful in your Part 2 Application, you will be required to certify that you will continue to abide by the confidentiality certifications above, that you will not disclose any Confidential Information related to the Auction Process to any party except to bidders explicitly named in sub-part E.1 of your Part 1 Application as parties with whom you have entered into a Bidding Agreement, Joint Venture for the purpose of bidding in the Fixed Price Section, Bidding Consortium or other bidding arrangement pertaining to the Fixed Price Section, your Advisors, or bidders with which you are associated.

Part C. HOURLY PRICE SECTION

Please check here if you are not applying for the Hourly Price Section, and proceed to the next part. Otherwise, please complete this part.

C.1 The Hourly Price Section: Qualified Bidder’s Indicative Offer and Calculation of Required Pre-Auction Letter of Credit

The Hourly Price Section consists of two (2) products, the CPP-H 17-month product and the BGS-LRTP 17-month product. The Maximum Starting Price and the Minimum Starting Price (quoted in \$/MW-day rounded off to the nearest cent) for the Hourly Price Section are provided in Table 1.4 below.

Please enter below in cell (a) of Table 1.4 your Indicative Offer at the Minimum Starting Price. This Indicative Offer should provide a total number of tranches that you are willing to supply in the Hourly Price Section at the Minimum Starting Price. Please enter below in cell (b) of Table 1.4 your Indicative Offer at the Maximum Starting Price. This Indicative Offer should provide a total number of tranches that you are willing to supply in the Hourly Price Section at the Maximum Starting Price.

A Qualified Bidder’s Indicative Offer at each price cannot exceed the sum of the Load Caps for Hourly Price Section, which is **XX tranches**. Please also note that your Indicative Offer at the Maximum Starting Price determines your *initial eligibility* in the Hourly Price Section. **You cannot, at any time during the Hourly Price Section, bid on more tranches for the Hourly Price Section than the number of tranches indicated as your Indicative Offer at the Maximum Starting Price in cell (b) of Table 1.4. You can however bid fewer tranches than your Indicative Offer in round 1 of the Illinois Auction.**

Table 1.4 Hourly Price Section Indicative Offer

| Hourly Price Section (\$/MW-day) | | Indicative Offer (number of tranches) |
|-------------------------------------|-------|--|
| Minimum Starting Price | XX.XX | (a) |

| | | |
|------------------------|-------|-----|
| Maximum Starting Price | XX.XX | (b) |
|------------------------|-------|-----|

Should you become a Registered Bidder in the Hourly Price Section, your initial eligibility for the Hourly Price Section will be set equal to your Indicative Offer at the Maximum Starting Price. That is, your initial eligibility would be set equal to the number of tranches you have entered in cell (b) of Table 1.4.

The Pre-Auction Letter of Credit is part of the Pre-Auction Security. Each Qualified Bidder is required to submit a Pre-Auction Letter of Credit in an amount of \$250,000 per tranche of the Qualified Bidder's Hourly Price Section Indicative Offer at the Maximum Starting Price. Sample Pre-Auction Letter of Credit forms are available as Appendix C of this application form or can be downloaded from our Web site.

The following calculation determines the amount of your Pre-Auction Letter of Credit. Please fill in below the cell (b) number from Table 1.4 above.

Pre-Auction Letter of Credit Amount = (Indicative offer at Maximum Starting Price) x (\$250,000)

Pre-Auction Letter of Credit Amount = (a) _____ (number of tranches) x \$250,000

= \$ _____ (dollars)

You must use the Pre-Auction Letter of Credit form provided as Appendix C of this Part 2 Application or download it from our Web site. Any modifications to this form will be accepted only if they were pre-approved through the process described in Appendix F.

In the Hourly Price Section, there are a total of two (2) products available for bidding: CPP-H 17-months and BGS-LRTP 17-months. In Table 1.5 below, provide your preliminary maximum interest in each product. At the Maximum Starting Price and at the Minimum Starting Price, please indicate the maximum number of tranches that you would be willing to supply for each product. Please note:

- The number of tranches that you indicate for the product in the Hourly Price Section must be less than or equal to the sum of the Load Caps for the Hourly Price Section. The sum of the Load Caps for the Hourly Price Section is **XX tranches**.
- The number of tranches that you indicate for any one product at the Minimum Starting Price must be equal to or less than your Indicative Offer at that price (cell (a) of Table 1.4). Likewise, the number that you indicate for any one product for the Maximum Starting Price must be equal to or less than your Indicative Offer at that price (cell (b) of Table 1.4).
- The sum of your preliminary interest for all products at the Minimum Starting Price (the sum of (a1) through (a2) of Table 1.5) **can** exceed the amount of the Indicative Offer at the Minimum Starting Price in cell (a) of Table 1.4. Also, the sum of your preliminary interest for all products at the Maximum Starting Price (the sum of (b1) through (b2) of Table 1.5) **can** exceed the amount of the Indicative Offer at the Maximum Starting Price in cell (b) of Table 1.4.

Example:

A Qualified Bidder submits an Indicative Offer of 20 tranches at the Maximum Starting Price (cell (b) of Table 1.4) and 15 tranches at the Minimum Starting Price (cell (a) of Table 1.4). At the Maximum Starting Price, the Qualified Bidder indicates its preliminary maximum interest in each product as:

12 tranches of CPP-H 17-months
10 tranches of BGS-LRTP 17-months

Note that the preliminary maximum interest at the Maximum Starting Price in each product is less than or equal to the sum of the Load Caps for the Hourly Price Section, **XX tranches**.

The sum of the preliminary maximum interests at the Maximum Starting Price ($12 + 10 = 22$) can and does exceed the amount of the Indicative Offer at the Maximum Starting Price (20).

At its preliminary maximum interest in each product at the Minimum Starting Price, the Qualified Bidder submits:

9 tranches of CPP-H 17-months
8 tranches of BGS-LRTP 17-months

Again, the number of tranches indicated summed across all products at the Minimum Starting Price (9 + 8 = 17) can and does exceed the amount of the Indicative Offer at the Minimum Starting Price (15).

Please indicate your preliminary maximum interest in each product in Table 1.5 below. Your preliminary maximum interest must be expressed in terms of number of tranches.

Table 1.5 Hourly Price Section Preliminary Interest

| Hourly Price Section Product | Preliminary Interest (number of tranches) | |
|-------------------------------------|---|---|
| | # of Tranches at the Minimum Starting Price (\$XX.XX/MW-day) | # of Tranches at the Maximum Starting Price (\$XX.XX/MW-day) |
| CPP-H 17-months | (a1) | (b2) |
| BGS-LRTP 17-months | (a2) | (b2) |
| TOTAL | | |

C.2 Bidder Certifications for the Hourly Price Section

If you are not applying for the Hourly Price Section, please proceed to part D. Otherwise, please complete this sub-part C.2.

Please consult the list of Qualified Bidders for the Hourly Price Section provided to you upon qualification. The following certifications are those contained in the “Associations and Confidential Information Rules” of the Illinois Auction Rules as well as the CPP and MV Riders. Please consult the criteria for associations and the definition of Confidential Information in the Illinois Auction Rules [*see Docket Nos. 05-159, 05-160, 05-161, and 05-162*] located on our Web site.

Please make the following certifications. **In these certifications and the remainder of this part, “Qualified Bidder” refers to a bidder qualified to participate in the Hourly Price Section.** All Qualified Bidders applying to become Registered Bidders, including each party to a Bidding Consortium, Bidding Agreement or Joint Venture for the purpose of bidding in the Hourly Price Section, must make these certifications. **The following certifications (1) to (7) will be required of each Qualified Bidder and will apply from the time of qualification until the Declaration of a Successful Result for the Hourly Price Section or until the ICC has taken action regarding the auction results.** Completion of the following certifications signifies your agreement not to take any action during the auction process that might affect the accuracy of the certifications. If you cannot make one or more of these certifications, please disclose the necessary information to explain why you cannot make these certifications.

- (1) Please certify that you are not associated with any other Qualified Bidder participating in the Hourly Price Section according to the criteria as defined in the Illinois Auction Rules.

Signature of Authorized Representative

Date

If unable to make certification (1) requested above please identify the Qualified Bidder(s) with which you are associated along with the nature of any and all associations.

(2) Please certify that you have not entered into any agreement with any other Qualified Bidder participating in the Hourly Price Section regarding bidding during such Section including but not limited to, the amount to bid at certain prices; the product(s) for which bids are placed; when or at what prices bids are withdrawn or switched; and/or the amount of exit prices, as described in the Illinois Auction Rules. This certification provides an exception with respect to the Qualified Bidder(s) explicitly named in part E.2 of your Part 1 Application Form as entities with which you have entered into a Bidding Agreement, Joint Venture for the purpose of participating in the Hourly Price Section, or Bidding Consortium or any other arrangement pertaining to participating in the Hourly Price Section.

Signature of Authorized Representative Date

An **Advisor** is a person who will be advising or assisting the bidder with bidding strategy for the Section, with estimation of the value of a system’s tranches, or with the estimation of the risks associated with serving load.

If you will not have an Advisor retained for the purpose of bidding in the Hourly Price Section, please certify this by signing certification 3 below:

(3) Please certify that no entity will be advising or assisting you with bidding strategy for the Section, with estimation of the value of a system’s tranches, or with the estimation of the risks associated with serving load.

Signature of Authorized Representative Date

Each qualified bidder who retains an Advisor will be required to name its Advisor as part of its Part 2 Application and to certify the following:

(4) Please certify either that you have not retained an Advisor or that you have retained the Advisor named below, and that: (a) the Advisor cannot discuss the bidder’s confidential information relative to the bidding strategy or confidential information relative to the Auction Process except with the bidder that it is advising; (b) the Advisor cannot use the bidder’s confidential information relative to the bidding strategy or confidential information relative to the Auction Process for any purpose other than to provide advice to the bidder; (c)

the Advisor is bound by all certifications made by you in your Part 1 Application and in your Part 2 Application; (d) the Advisor will not provide any similar advice or assistance to any other qualified bidder.

Name of Advisor

Signature of Authorized Representative

Date

A qualified bidder who has an Advisor and who is unable to make certification 4 must name the Advisor and explain why it cannot make the certification. If the Advisor is providing similar advice or assistance to another qualified bidder, or if such person will be privy to confidential information relative to any other qualified bidder's bidding strategy, the qualified bidder will have to show that it has put appropriate confidentiality agreements in place to ensure that the Advisor does not serve as a conduit of information between, or as a coordinator of the bidding strategies of, multiple bidders.

- (5) Please certify that you are not a party to any contract for the provision of full requirements electric supply, or any component of such supply, that might be used to serve any portion of the retail aggregate load related to the Hourly Price Section, and (a) that would require the disclosure of any Confidential Information relative to bidding strategy or Confidential Information pertaining to the Hourly Price Section to the counterparty under such contract or to any other entity; or (b) that would provide instructions, direct financial incentives, or other inducements for the Qualified Bidder to act in a way determined by the counterparty in the agreement or in concert with any other bidder participating in the Hourly Price Section. Notwithstanding the previous provisions of this Item 4, you may, during negotiations prior to the Auction commencement date regarding contractual arrangements to provide full requirements electric supply, or any component of such supply, to serve any portion of the retail aggregate load related to the Hourly Price Section in the event that you become a winning bidder, discuss with the prospective counterparty to such provisions the nature of the product components to be provided, the volume of any such products or components, and the prices at which it is willing to provide such products or components.

Signature of Authorized Representative

Date

If unable to certify item (5), please disclose the contractual arrangements that prevents you from making this certification.

- (6) Please certify that you do not have any knowledge of Confidential Information that is relevant to the bidding strategy of any other Qualified Bidder participating in the Hourly Price Section.

Signature of Authorized Representative Date

If unable to certify item (6), please identify any other such Qualified Bidder(s) and the nature of the Confidential Information.

- (7) Please certify that you will not disclose Confidential Information relative to your bidding strategy except to bidders explicitly named in part E.2 of your Part 1 Application Form as entities with which you have entered into a Bidding Agreement, Joint Venture for the purpose of participating in the Hourly Price Section, or Bidding Consortium or any other arrangement pertaining to participating in the Hourly Price Section; or to bidders with which you are associated as disclosed in this Part 2 Application Form; or to your Advisors; or to your financial institution.

Signature of Authorized Representative Date

- (8) Please certify that, other than bidders explicitly named in part E.2 of your Part 1 Application Form as entities with which you have entered into a Bidding Agreement, Joint Venture for the purpose of participating in the Hourly Price Section, or Bidding Consortium or any other arrangement pertaining to participating in the Hourly Price Section; or bidders with which it is associated as disclosed in this Part 2 Application Form, no entity has agreed to defray any of your costs of participating in the Hourly Price Section including the cost of preparing bids, the cost of any financial guarantees, the cost to be paid in the event such you become a winning bidder, or any other participation cost or fee.

Signature of Authorized Representative Date

If unable to certify item (8), please identify the entity that has agreed to defray some or all of your costs of participating in the Hourly Price Section, and the nature of the participation costs that such entity has agreed to defray.

- (9) Please certify that if you have an Advisor or Advisors your Advisor or Advisors will serve the role of Advisor as defined in the Illinois Auction Rules, and will provide any non-disclosure agreements that are in place if an Advisor is also advising another bidder.

Signature of Authorized Representative Date

If unable to certify item (9), please identify the person or persons acting as your Advisor(s) that can not serve the role of Advisor as defined in the Illinois Auction Rules and explain why.

The following certifications (10) and (11) are required of each Qualified Bidder applying to become a Registered Bidder and will apply from the date on which you make the certifications.

- (10) Please certify you will not disclose at any time information regarding the total initial eligibility in the Hourly Price Section or the list of Registered Bidders, including the number of Registered Bidders, the identity of any one or all entities that have been registered, or the fact that an entity has not been registered for participation in the Hourly Price Section.

Signature of Authorized Representative Date

- (11) Please certify that you will not disclose at any time any Confidential Information related to the Auction Process to any party except your Advisors and bidders with which you are associated.

Signature of Authorized Representative Date

If unable to certify item (11), please explain.

| |
|--|
| |
|--|

Should you be successful in your Part 2 Application, you will be required to certify that you will continue to abide by the confidentiality certifications above, that you will not disclose any Confidential Information related to the Auction Process to any party except to bidders explicitly named in part E.2 of your Part 1 Application as parties with whom you have entered into a Bidding Agreement, Joint Venture for the purpose of bidding in the Hourly Price Section, Bidding Consortium or other bidding arrangement pertaining to the Hourly Price Section, your Advisors, or bidders with which you are associated.

Part D. JUSTIFICATION OF OMISSIONS

If you are unable to submit all required documents or to provide all requested information, please provide here a clear and complete justification for any omissions.

APPENDIX A – ENCLOSURES TO THE PART 2 APPLICATION

This is a checklist of documents to be enclosed with this Application.

- Three completed Part 2 Application Forms (with original signatures) *[Instructions Part I]*
- If you submitted modifications to the Pre-Auction Letter of Credit in accordance to the procedure in Appendix F, and these changes were accepted, please submit the letter from the Auction Manager approving the modifications. *[Part A]*
- If you are submitting a Pre-Auction Letter of Credit that incorporates modifications which, according to information posted on our Web site, are modifications that are acceptable to ComEd and Ameren, please submit a copy of the Web site information that states that the modifications to the Pre-Auction Letter of Credit have been approved in accordance to the procedure in Appendix F. *[Part A]*

For the Fixed Price Section:

- Letter of Credit *[Sub-Part B.1]*
A sample Pre-Auction Letter of Credit is available as Appendix C to this Application form.
- Letter of Reference or Letter of Intent to Provide a Guaranty *[Sub-Part B.1]*
A sample Letter of Reference and a sample Letter of Intent to Provide a Guaranty are available as Appendix D and E, respectively to this Application form.

For the Hourly Price Section:

- Letter of Credit *[Sub-Part C.1]*
A sample Pre-Auction Letter of Credit is available as Appendix C to this Application form.

Appendix B – Glossary

Defined terms used in the Application Form and these notes to the Application Form shall have the meaning given to such terms in the Illinois Auction Rules; definitions for such terms are summarized here for convenience. Other terms are also defined below.

Advisor

To be defined.

Ameren or Ameren Companies

An umbrella term for the following three Integrated Distribution Companies of Ameren: Central Illinois Light Company (AmerenCILCO), Central Illinois Public Service Company (AmerenCIPS), and Illinois Power Company (AmerenIP).

Applicant

An interested party that submits a Part1 Application or a Qualified Bidder that submits a Part 2 Application.

Association

A relationship that a party participating in one Section may have with another party participating in the same Section or Sections, as defined in the Illinois Auction Rules.

Auction Manager or Auction Manager Team

The person retained by ComEd and Ameren to manage the Illinois Auction under the ICC's oversight.

Authorized Representative

The Authorized Representative is authorized to represent the Applicant in the Section or Sections for which the Applicant is applying. The Authorized Representative must ensure that only authorized persons act on behalf of the Applicant in the Illinois Auction and is responsible for ensuring that no Confidential Information is disclosed improperly.

BGS-FP Supplier Forward Contract

The BGS-FP Supplier Forward Contract is the standard contract, which will be used by the winners of the BGS-FP product(s) and Ameren.

BGS-FP Tranche

A tranche of a product is a full-requirements tranche. A tranche for a product is a fixed percentage share of Ameren's BGS-FP Load for various terms, which begin January 1, 2007 and end May 31, 2008, May 31, 2009, and May 31, 2010, respectively. The tranche size is the percentage share of the BGS-FP Load corresponding to approximately 100 MW of BGS-FP peak demand.

BGS-LFP Supplier Forward Contract

The BGS-LFP Supplier Forward Contract is the standard contract, which will be used by the winners of the BGS-LFP product and Ameren.

BGS-LFP Tranche

A tranche of a product is a full-requirements tranche. A tranche for a product is a fixed percentage share of Ameren's BGS-LFP Load for one term, which begins January 1, 2007 and ends May 31, 2008. The tranche size is the percentage share of the BGS-LFP Load corresponding to approximately 100 MW of BGS-LFP peak demand.

BGS-LRTP Supplier Forward Contract

The BGS-LRTP Supplier Forward Contract is the standard contract, which will be used by the winners of the BGS-LRTP product and Ameren.

BGS-LRTP Tranche

A tranche of a product is a full-requirements tranche. A tranche for a product is a fixed percentage share of Ameren's BGS-LRTP Load for one term, which begins January 1, 2007 and ends May 31, 2008. The tranche size is the percentage share of the BGS-LRTP Load corresponding to approximately 100 MW of BGS-LRTP peak demand.

Bid Participation Fee

Each Applicant submits the Bid Participation Fee in an amount of \$xxx with its Part 1 Application.

Bidding Agreement (Bidding Arrangement)

Any agreement between two or more parties, each of whom intends to participate in the same Section or Sections, to share information regarding bidding strategy in the Section or Sections, to share information regarding round results, to agree upon bids, to agree upon bidding strategy or to coordinate bids during the Section or Sections.

Bidding Consortium

A group of separate businesses or business people joining together to submit joint bids in the same Section or Sections. A set of companies joining together to supply load for the various Section or Sections, with each providing different expertise or components.

Bidding Procedure

The method by which bids are received and processed.

ComEd

The Commonwealth Edison Company.

Confidential Information

There are two types of Confidential Information. Confidential Information relative to the bidding strategy means information relating to a bidder's bid, whether in writing or verbally, which if it were to be made public would be likely to have an effect on any of the bids that another bidder would be willing to submit the Section. Confidential Information regarding

the auction process means information that is not released publicly by the ICC or the Auction Manager and that a bidder acquires as a result of participating in the Illinois Auction, whether in writing or verbally, which if it were to be made public could impair the integrity of current or future auctions, impair the ability of ComEd or Ameren to hold future auctions, harm consumers, or injure bidders or Applicants. Please consult the Illinois Auction Rules for a more detailed description of Confidential Information.

CPP-A Supplier Forward Contract

The CPP-A Supplier Forward Contract is the standard contract, which will be used by the winners of the CPP-A product(s) and ComEd.

CPP-A Tranche

A tranche of a product is a full-requirements tranche. A tranche for a product is a fixed percentage share of ComEd's CPP-A Load, which begins January 1, 2007 and ends May 31, 2008. The tranche size is the percentage share of the CPP-A Load corresponding to approximately 100 MW of CPP-A peak demand.

CPP-B Supplier Forward Contract

The CPP-B Supplier Forward Contract is the standard contract, which will be used by the winners of the CPP-B product and ComEd.

CPP-B Tranche

A tranche of a product is a full-requirements tranche. A tranche of one product is a fixed percentage share of ComEd's CPP-B Load for a specified number of months beginning on January 1, 2007 for the first Auction, and on June 1 of each Auction thereafter. The tranche size is the percentage share of the CPP-B Load corresponding to approximately 100 MW of CPP-B peak demand.

CPP-H Supplier Forward Contract

The CPP-H Supplier Forward Contract is the standard contract, which will be used by the winners of the CPP-H product and ComEd.

CPP-H Tranche

A tranche of a product is a full-requirements tranche. A tranche for a product is a fixed percentage share of ComEd's CPP-H Load, which begins January 1, 2007 and ends May 31, 2008. The tranche size is the percentage share of the CPP-H Load corresponding to approximately 100 MW of CPP-H peak demand.

Credit Representative

The Applicant's or the Guarantor's (as appropriate) in-house credit representative who can answer questions or provide information about the Applicant's or Guarantor's credit with respect to the requirements for the Illinois Auction.

Delegate

A Delegate is authorized by the Applicant's Authorized Representative to represent the Applicant in either the Fixed Price Section or the Hourly Price Section. The Delegate may serve as the Applicant's contact for the specified Section or Sections while the Illinois Auction is in progress and regarding the Applicant's Indicative Offer in its Part 2 Application.

Financial Guarantee

Each qualified bidder must post a financial guarantee, in the form of a letter of credit for each Section, proportional to its Indicative Offer at the Maximum Starting Price. Some bidders may be required to post additional Pre-Auction Security depending on a creditworthiness assessment.

Guarantor

Any party who has agreed to guarantee the Applicant's financial obligations for purposes of bidding in the Illinois Auction.

ICC

The Illinois Commerce Commission.

Illinois Auction

The process by which ComEd and Ameren procure supply for their retail customers through an auction.

Illinois Auction Rules

The set of bidding rules governing the Illinois Auction.

Indicative Offer

An Indicative Offer for a Section states a number of tranches that a Qualified Bidder is willing to serve in that Section at the Maximum Starting Price and a number of tranches that the participant is willing to serve at the Minimum Starting Price. The Indicative Offer at each price cannot exceed the load cap for that Section. These Indicative Offers are considered in determining starting prices for the Section. Indicative offers are provided with the Part 2 Application.

Joint Venture

An enterprise entered into by two or more people for profit with the purpose of bidding in the same Section or Sections. A Joint Venture has most of the elements of a partnership, such as shared management, the power of each venturer to bind the others in the business, division of profits and joint responsibility for losses. However, unlike a partnership, a Joint Venture anticipates a specific area of activity and/or period of operation, so after the purpose is completed, bills are paid, profits (or losses) are divided, and the Joint Venture is terminated.

Letter of Intent to Provide a Guaranty

Standard form of a letter of intent to provide a guaranty from a specified entity that is acceptable to both ComEd and Ameren that can be used to meet the Pre-Auction Security.

Letter of Reference

Standard form of a letter of reference from a bank that is acceptable to both ComEd and Ameren that can be used to meet the Pre-Auction Security.

Load Cap

A load cap for a Section is the maximum number of tranches that a bidder can bid and win for that Section.

Market Buyer

OA. Has the meaning ascribed to such term in the PJM OATT, PJM West RAA, and/or PJM

Market Participant

Has the meaning ascribed to such term in the MISO Tariff.

Market Seller

OA. Has the meaning ascribed to such term in the PJM OATT, PJM West RAA, and/or PJM

Midwest ISO

See MISO

Minimum and Maximum Starting Prices for a Section

The Minimum and Maximum Starting Prices for a Section establish the range of possible round 1 prices for product(s) in that Section. ComEd or Ameren, as appropriate, in consultation with the Auction Manager, ICC Staff and the Auction Advisor, will choose a starting price for round 1 for products in the Fixed Price Section and the Hourly Price Section, respectively. Each round 1 price is between the Minimum and the Maximum Starting Prices.

MISO or Midwest ISO

The Midwest Independent Transmission System Operator, Inc. or its successor(s).

MISO Operating Manual

Sets forth MISO's operating instructions, policies and procedures.

MISO Tariff

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.

Network Integration Transmission Service (“NITS”)

Has the meaning ascribed to such term in the PJM OATT and the MISO OATT, as appropriate. In the event the PJM OATT 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 PJM OATT that is accorded the highest level of priority for scheduling and curtailment purposes.

Notification of Qualification

The Auction Manager will inform an Applicant for which Section or Sections it has become a Qualified Bidder.

Part 1 Application

The process by which an interested party becomes a Qualified Bidder for a Section.

Part 1 Application Date

The date that an interested party must submit its Part 1 Application to the Auction Manager.

Part 2 Application

The process by which a Qualified Bidder becomes a Registered Bidder for a Section.

Part 2 Application Date

The date that a Qualified Bidder must submit its Part 2 Application to the Auction Manager.

PJM

The PJM Interconnection L.L.C. or its successor.

PJM OA

The PJM Operating Agreement.

PJM OATT

The prevailing PJM Open Access Transmission Tariff on file with the FERC, which sets forth the rates, terms and conditions of transmission service over transmission facilities located in the PJM control area.

PJM West RAA

The PJM West Reliability Assurance Agreement.

Pre-Auction Letter of Credit

The Letter of Credit must be in a form for each Section submitted with the Part 1 Application acceptable to both ComEd and Ameren. The amount of the Letter of Credit is proportional to the Indicative Offer at the Maximum Starting Price.

Pre-Auction Security

Each Qualified Bidder must post Pre-Auction Security in the form of a letter of credit for each Section, proportional to its Indicative Offer at the Maximum starting price. Some bidders may be required to post additional Pre-Auction Security depending on a creditworthiness assessment.

Product

A product in a Section is a load category for a given supply period.

Products (Fixed Price Section)

In the Fixed Price Section there will be ten (10) products: BGS-FP 17-months, BGS-FP 29-months, BGS-FP 41-months, and BGS-LFP 17-months, CPP-A 17-months, CPP-B 17-months, CPP-B 29-months, CPP-B 41-months, CPP-B 53-months, and CPP-B 65-months. All supply periods begin January 1, 2007.

Products (Hourly Price Section)

In the Hourly Price Section, there will be two (2) products: CPP-H and BGS-LRTP. The supply period for both products will be seventeen (17) months, beginning on January 1, 2007 and ending on May 31, 2008.

Qualified Bidder

An interested party that has submitted a Part 1 Application for that Section and that has satisfied all conditions of the Part 1 Application. Interested parties will be notified whether they have qualified for a Section no later than three business days after the Part 1 Application Date.

Registered Agent in Illinois

The Registered Agent in Illinois is a resident individual of Illinois whose business office is the same as the registered office or a corporation with authority to transact business in Illinois that is authorized by its articles of incorporation to act as such agent and whose business office is the same as the registered office.

Registered Bidder

A Qualified Bidder for a Section that submits a Part 2 Application for that same Section and that satisfies all conditions of the Part 2 Application becomes a Registered Bidder for that Section. Conditions of the Part 2 Application include the submission of an Indicative Offer and financial guarantees. These conditions also include making certifications relating to the Association and Confidential Information Rules or, if not all these certifications can be made, providing additional information to the Auction Manager and abiding by the subsequent course of action decided by the Auction Manager.

Section

There are two Sections in the Auction. The Fixed Price Section contains products for the BGS-FP Load and the BGS-LFP Load in as well as products for the CPP-A Load and the CPP-B Load. The Hourly Price Section contains a product for the BGS-LRTP Load as well as a product for the CPP-H Load.

Starting Prices

The product-specific Starting Prices are the going prices in effect during the bidding phase of the first round of the Illinois Auction. ComEd and Ameren will set their own Starting Price. Each Starting Price will be set no lower than the Minimum Starting Price and no higher than the Maximum Starting Price.

Supplier Forward Contract

See CPP-A, CPP-B, CPP-H, BGS-FP, BGS-LFP, and/or BGS-LRTP Supplier Forward Contract.

Tranche

See CPP-A, CPP-B, CPP-H, BGS-FP, BGS-LFP, or BGS-LRTP Tranche.

Web site

The Web site for the Illinois Auction is www.XXXX.com.

Appendix C – Sample Pre-Auction Letters of Credit

SAMPLE FIXED PRICE SECTION PRE-AUCTION LETTER OF CREDIT

[On Issuing Bank’s Letterhead]

IRREVOCABLE TRANSFERABLE STANDBY LETTER OF CREDIT

_____ (Date)

Letter of Credit No. _____

To: The Utilities

Which are all of the following:

Commonwealth Edison Company (“ComEd”) and The Ameren Companies (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 – collectively “Ameren”)

1. We hereby establish this Irrevocable Transferable Standby Letter of Credit (this “Letter of Credit”) in your favor in the amount of USD \$_____, 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 _____, 200_, [60 days after date of issuance] (the “Expiration Date”), unless terminated earlier in accordance with the provisions of Paragraph 9 hereof.
2. This Letter of Credit is issued at the request and for the account of _____ (including its successors and assigns, the “Bidder”). This Letter of Credit may be drawn once the Utilities have notified the [Issuing Bank] in writing that the Bidder:
 - a) has made any material omission or misrepresentation in the Part 1 Application or the Part 2 Application submitted to participate in the Fixed Price Section; or has violated any provision, rule or requirement set forth in the Rules; or
 - b) has a winning bid in the Fixed Price Section and fails to execute the applicable Supplier Forward Contract(s) within three business days of the Declaration of a Successful Result for the Fixed Price Section as specified in the Rules; or

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 5 and 9.

- c) has a winning bid in the Fixed Price Section and fails to meet the creditworthiness requirements of the applicable Supplier Forward Contract(s) within three business days of the Declaration of a Successful Result for the Fixed Price Section as specified in the Rules.
3. We hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the amount available under this Letter of Credit from time to time, subject to reduction as provided in Paragraph 8. A partial or full drawing hereunder may be presented by you on any Business Day on or prior to the Expiration Date by delivering or transmitting to _____ (identify Issuing Bank), _____ (U.S. address), (a) a notice executed by you substantially in the form of Annex 1 hereto, appropriately completed and duly signed by an Authorized Officer of each of the Utilities and (b) your draft substantially in the form of Annex 2 hereto, appropriately completed and duly signed by an Authorized Officer of the Utilities.
 4. Drafts, document(s) and other communications hereunder may be presented or delivered to us by facsimile transmission. Presentation of documents to effect a draw by facsimile must be made to the following facsimile number: _____, and confirmed by telephone to us at the following number: _____. In the event of a presentation via facsimile transmission, no mail confirmation is necessary and the facsimile transmission will constitute the operative drawing documents.
 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 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.
 6. If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you notice not later than the time provided in Paragraph 5 above for honor of a drawing presented to us, that the demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefor and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment to the extent that you are entitled to do so, provided, however, in such event a conforming demand for payment must be timely made in accordance with the terms of this Letter of Credit.
 7. Unless otherwise hereafter designated in writing to us by an Authorized Officer of the Utilities, all payments made by us under this Letter of Credit shall be transmitted by wire

transfer to one or more of the Utilities pursuant to the following instructions:

Commonwealth Edison Company

Account No.: _____

Bank: _____

Bank's Address: _____

ABA Routing No.: _____

Contact: _____

Telephone No.: _____

[One or more of the following: 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]

Account No.: _____

Bank: _____

Bank's Address: _____

ABA Routing No.: _____

Contact: _____

Telephone No.: _____

8. Partial drawings are permitted hereunder and multiple drawings 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.
9. This Letter of Credit shall terminate on the earliest of the date (a) you have made drawings which exhaust the amounts available to be drawn under this Letter of Credit, (b) we receive from you a Certificate of Cancellation in the form of Annex 3 hereto together with the original of this Letter of Credit returned for cancellation, or (c) 5:00 PM [New York, NY time] on the Expiration Date.
10. Rule 3.14(a) of 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.

11. As used herein:

“Authorized Officer” shall mean President, Treasurer, any Vice President or any Assistant Treasurer.

“Bidder” shall mean an Applicant to the Part 2 Application process of the Fixed Price Section who has successfully completed the Part 1 Application.

“Business Day” shall mean any day on which commercial banks are not authorized or required to close in [New York, New York] and any day on which payments can be effected on the Fedwire system.

“Commission” shall mean the Illinois Commerce Commission.

“Supplier Forward Contract” shall mean the agreement by which ComEd will be contracting for the provision of CPP-A or CPP-B Supply, or the agreement by which Ameren will be contracting for the provision of BGS-FP or BGS-LFP Supply, from a supplier pursuant to the authorization provided under Commission Order in Docket Nos. 05-0159, 05-0160, 05-0161, and 05-0162.

“Fixed Price Section” shall mean the Fixed Price Section of the Illinois Auction process used to procure CPP-A, CPP-B, BGS-FP, and BGS-LFP Supply as approved by the Commission in Docket Nos. 05-0159, 05-0160, 05-0161, and 05-0162.

“Rules” shall mean the Illinois Auction Rules, as approved by the Commission in Docket Nos. 05-0159, 05-0160, 05-0161, and 05-0162.

12. This Letter of Credit is subject to and shall be governed by the International Standby Practices 1998 (International Chamber of Commerce Publication No. 590), or any successor publication thereto (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], without regard to principles of conflicts of law.
13. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, changed, amplified or limited by reference to any document, instrument or agreement referred to herein, except for Annexes 1 through 3 hereto and the notices referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as set forth above. Except as otherwise expressly stated herein, this Letter of Credit may not be amended or modified by us without the consent of an Authorized Officer of the beneficiary(ies).
14. We certify that as of the date of issuance of this Letter of Credit our senior unsecured debt is rated “A” or better by Standard & Poor’s Rating Service.

15. This original Letter of Credit has been sent to the Auction Manager at [address] (as per Bidder's instructions, the Auction Manager holds the Letter of Credit for the benefit of the Utilities). The aggregate amount paid to the 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 Utilities. Acceptance or rejection of any amendments to this Letter of Credit must be signed by each of the Utilities.

Very truly yours,
(Issuing Bank)

By:_____

ANNEX 1 TO LETTER OF CREDIT

DRAWING UNDER LETTER OF CREDIT NO. _____

_____, 20__

To: (Issuing Bank)
(Address)

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

The undersigned is making a drawing under Your Letter of Credit No. _____ (the Letter of Credit) in the amount specified below and hereby certifies to you as follows:

1. Capitalized terms used herein that are not defined herein shall have the meanings ascribed thereto in the Letter of Credit.
2. The undersigned is making a drawing under the Letter of Credit. The amount to be received by ComEd is (USD) \$_____, and the amount to be received by Ameren is (USD) \$_____. The amount to be received by Ameren is to be divided as follows: (USD) \$_____ is to be paid to Central Illinois Light Company d/b/a AmerenCILCO, (USD) \$_____ is to be paid to Central Illinois Public Service Company d/b/a AmerenCIPS, and (USD) \$_____ is to be paid to Illinois Power Company d/b/a AmerenIP.
3. Pursuant to Paragraph 2 of the Letter of Credit No. _____, dated _____, 20__, the undersigned is entitled to make a drawing under the Letter of Credit in as much as the Bidder has _____ (state a reason from conditions (a) – (f) of Paragraph 2).
4. The undersigned acknowledges that, upon your honoring the drawing herein requested, the amount of the Letter of Credit available for drawing shall be automatically decreased by the amount of this drawing honored by you.

Very truly yours,

Commonwealth Edison Company

By _____

Name:

Title:

Date:

ComEd Exhibit 19.2

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The Ameren Companies (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)

By _____
Name:
Title:
Date:

cc: _____ [Bidder]

ANNEX 2 TO LETTER OF CREDIT

SIGHT DRAFT

Amount: \$ _____

Date: _____, 20__

At sight, pay to the order of (Commonwealth Edison Company or one or more of the following: Central Illinois Light Company d/b/a AmerenCILCO, Central Illinois Public Service Company d/b/a AmerenCIPS, Illinois Power Company d/b/a AmerenIP) , the sum of _____ U.S. Dollars.

Drawn under Irrevocable Letter of Credit No. _____ of _____ [identify Issuing Bank] dated _____, 200_.

To: _____ [Issuing Bank]
_____ [Address]

(Commonwealth Edison Company or one or more of the following: Central Illinois Light Company d/b/a AmerenCILCO, Central Illinois Public Service Company d/b/a AmerenCIPS, Illinois Power Company d/b/a AmerenIP)

By _____
Name:
Title:

ANNEX 3 TO LETTER OF CREDIT

CERTIFICATE OF CANCELLATION

_____, 20__

To: (Issuing Bank)
(Address)

Attention: Standby Letter of Credit Unit/Your Letter of Credit No. _____

Ladies and Gentlemen:

The undersigned hereby certifies to you that the above-referenced Letter of Credit may be cancelled without further payment. Attached hereto is the original Letter of Credit, marked cancelled.

Commonwealth Edison Company

By _____
Name:
Title:
Date:

The Ameren Companies (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)

By _____
Name:
Title:
Date:

cc: _____ [Bidder]

SAMPLE HOURLY PRICE SECTION PRE-AUCTION LETTER OF CREDIT

[On Issuing Bank's Letterhead]

IRREVOCABLE TRANSFERABLE STANDBY LETTER OF CREDIT

_____ (Date)

Letter of Credit No. _____

To: The Utilities

Which are all of the following:

Commonwealth Edison Company ("ComEd") and The Ameren Companies (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 – collectively "Ameren")

1. We hereby establish this Irrevocable Transferable Standby Letter of Credit (this "Letter of Credit") in your favor in the amount of USD \$_____, 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 _____, 200_, [60 days after date of issuance] (the "Expiration Date"), unless terminated earlier in accordance with the provisions of Paragraph 9 hereof.
2. This Letter of Credit is issued at the request and for the account of _____ (including its successors and assigns, the "Bidder"). This Letter of Credit may be drawn once the Utilities have notified the [Issuing Bank] in writing that the Bidder:
 - a) has made any material omission or misrepresentation in the Part 1 Application or the Part 2 Application submitted to participate in the Hourly Price Section; or has violated any provision, rule or requirement set forth in the Rules; or
 - b) has a winning bid in the Hourly Price Section and fails to execute the applicable Supplier Forward Contract(s) within three business days of the **Declaration of a Successful Auction** for the Hourly Price Section as specified in the Rules; or
 - c) has a winning bid in the Hourly Price Section and fails to meet the creditworthiness requirements of the applicable Supplier Forward Contract(s) within three business days

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 5 and 9.

of the Declaration of a Successful Result for the Hourly Price Section as specified in the Rules.

3. We hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the amount available under this Letter of Credit from time to time, subject to reduction as provided in Paragraph 8. A partial or full drawing hereunder may be presented by you on any Business Day on or prior to the Expiration Date by delivering or transmitting to _____ (identify Issuing Bank), _____ (U.S. address), (a) a notice executed by you substantially in the form of Annex 1 hereto, appropriately completed and duly signed by an Authorized Officer of each of the Utilities and (b) your draft substantially in the form of Annex 2 hereto, appropriately completed and duly signed by an Authorized Officer of the Utilities.
6. Drafts, document(s) and other communications hereunder may be presented or delivered to us by facsimile transmission. Presentation of documents to effect a draw by facsimile must be made to the following facsimile number: _____, and confirmed by telephone to us at the following number: _____. In the event of a presentation via facsimile transmission, no mail confirmation is necessary and the facsimile transmission will constitute the operative drawing documents.
7. 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 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.
6. If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you notice not later than the time provided in Paragraph 5 above for honor of a drawing presented to us, that the demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefor and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment to the extent that you are entitled to do so, provided, however, in such event a conforming demand for payment must be timely made in accordance with the terms of this Letter of Credit.
7. Unless otherwise hereafter designated in writing to us by an Authorized Officer of the Utilities, all payments made by us under this Letter of Credit shall be transmitted by wire transfer to one or more of the Utilities pursuant to the following instructions:

Commonwealth Edison Company

ComEd Exhibit 19.2

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Account No.: _____
Bank: _____
Bank's Address: _____

ABA Routing No.: _____
Contact: _____
Telephone No.: _____

[One or more of the following: 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]

Account No.: _____
Bank: _____
Bank's Address: _____

ABA Routing No.: _____
Contact: _____
Telephone No.: _____

8. Partial drawings are permitted hereunder and multiple drawings 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.
9. This Letter of Credit shall terminate on the earliest of the date (a) you have made drawings which exhaust the amounts available to be drawn under this Letter of Credit, (b) we receive from you a Certificate of Cancellation in the form of Annex 3 hereto together with the original of this Letter of Credit returned for cancellation, or (c) 5:00 PM [New York, NY time] on the Expiration Date.
10. Rule 3.14(a) of 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.

11. As used herein:

“Authorized Officer” shall mean President, Treasurer, any Vice President or any Assistant Treasurer.

“Bidder” shall mean an Applicant to the Part 2 Application process of the Hourly Price Section who has successfully completed the Part 1 Application.

“Business Day” shall mean any day on which commercial banks are not authorized or required to close in [New York, New York] and any day on which payments can be effected on the Fedwire system.

“Commission” shall mean the Illinois Commerce Commission.

“Supplier Forward Contract” shall mean the agreement by which ComEd will be contracting for the provision of CPP-A or CPP-B Supply, or the agreement by which Ameren will be contracting for the provision of BGS-FP or BGS-LFP Supply, from a supplier pursuant to the authorization provided under Commission Order in Docket Nos. 05-0159, 05-0160, 05-0161, and 05-0162.

“Hourly Price Section” shall mean the Hourly Price Section of the Illinois Auction process used to procure CPP-A, CPP-B, BGS-FP, and BGS-LFP Supply as approved by the Commission in Docket Nos. 05-0159, 05-0160, 05-0161, and 05-0162.

“Rules” shall mean the Illinois Auction Rules, as approved by the Commission in Docket Nos. 05-0159, 05-0160, 05-0161, and 05-0162.

12. This Letter of Credit is subject to and shall be governed by the International Standby Practices 1998 (International Chamber of Commerce Publication No. 590), or any successor publication thereto (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], without regard to principles of conflicts of law.
13. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, changed, amplified or limited by reference to any document, instrument or agreement referred to herein, except for Annexes 1 through 3 hereto and the notices referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as set forth above. Except as otherwise expressly stated herein, this Letter of Credit may not be amended or modified by us without the consent of an Authorized Officer of the beneficiary(ies).
14. We certify that as of the date of issuance of this Letter of Credit our senior unsecured debt is rated “A” or better by Standard & Poor’s Rating Service.
15. This original Letter of Credit has been sent to the Auction Manager at [address] (as per Bidder’s instructions, the Auction Manager holds the Letter of Credit for the benefit of the

Utilities). The aggregate amount paid to the 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 Utilities. Acceptance or rejection of any amendments to this Letter of Credit must be signed by each of the Utilities.

Very truly yours,
(Issuing Bank)

By:_____

ANNEX 1 TO LETTER OF CREDIT

DRAWING UNDER LETTER OF CREDIT NO. _____

_____, 20__

To: (Issuing Bank)
(Address)

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

The undersigned is making a drawing under Your Letter of Credit No. _____ (the Letter of Credit) in the amount specified below and hereby certifies to you as follows:

1. Capitalized terms used herein that are not defined herein shall have the meanings ascribed thereto in the Letter of Credit.
2. The undersigned is making a drawing under the Letter of Credit. The amount to be received by ComEd is (USD) \$_____, and the amount to be received by Ameren is (USD) \$_____. The amount to be received by Ameren is to be divided as follows : (USD) \$_____ is to be paid to Central Illinois Light Company d/b/a AmerenCILCO, (USD) \$_____ is to be paid to Central Illinois Public Service Company d/b/a AmerenCIPS, and (USD) \$_____ is to be paid to Illinois Power Company d/b/a AmerenIP.
3. Pursuant to Paragraph 2 of the Letter of Credit No. _____, dated _____, 20__, the undersigned is entitled to make a drawing under the Letter of Credit in as much as the Bidder has _____ (state a reason from conditions (a) – (f) of Paragraph 2).
4. The undersigned acknowledges that, upon your honoring the drawing herein requested, the amount of the Letter of Credit available for drawing shall be automatically decreased by the amount of this drawing honored by you.

Very truly yours,

Commonwealth Edison Company

By _____

Name:

Title:

Date:

ComEd Exhibit 19.2

The Ameren Companies (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)

By _____
Name:
Title:
Date:

cc: _____ [Bidder]

ANNEX 2 TO LETTER OF CREDIT

SIGHT DRAFT

Amount: \$ _____

Date: _____, 20__

At sight, pay to the order of (Commonwealth Edison Company or one or more of the following: Central Illinois Light Company d/b/a AmerenCILCO, Central Illinois Public Service Company d/b/a AmerenCIPS, Illinois Power Company d/b/a AmerenIP) , the sum of _____ U.S. Dollars.

Drawn under Irrevocable Letter of Credit No. _____ of _____ [identify Issuing Bank] dated _____, 200_.

To: _____ [Issuing Bank]
_____ [Address]

(Commonwealth Edison Company or one or more of the following: Central Illinois Light Company d/b/a AmerenCILCO, Central Illinois Public Service Company d/b/a AmerenCIPS, Illinois Power Company d/b/a AmerenIP)

By _____
Name:
Title:

ANNEX 3 TO LETTER OF CREDIT

CERTIFICATE OF CANCELLATION

_____, 20__

To: (Issuing Bank)
(Address)

Attention: Standby Letter of Credit Unit/Your Letter of Credit No. _____

Ladies and Gentlemen:

The undersigned hereby certifies to you that the above-referenced Letter of Credit may be cancelled without further payment. Attached hereto is the original Letter of Credit, marked cancelled.

Commonwealth Edison Company

By _____
Name:
Title:
Date:

The Ameren Companies (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)

By _____
Name:
Title:
Date:

cc: _____ [Bidder]

Appendix D – Sample Letter of Reference

Samples for Letter of Reference

Sample 1 _____ (Date)

Letter of Reference No. _____

To: Commonwealth Edison Company; and
The Ameren Companies (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)

Ladies and Gentleman,

We _____ (“Bank”) are currently the agent on a \$_____ (amount) revolving credit facility to _____ (“Bidder”). At this time, there is sufficient unused availability under the credit facility to issue a letter of credit in the amount of \$_____ (amount) on behalf of Bidder in support of their bid in the Section denoted below.

We have had a relationship with Bidder since _____ (date). Our relationship with Bidder remains in good standing.

We certify that we satisfy the senior unsecured debt rating of “A” or higher from Standard & Poor’s or Fitch, or A2 or higher from Moody’s.

Please feel free to call us if you require any additional information.
Sincerely,

Authorized signature
Bank

Ladies and Gentlemen,

We _____ (“Bidder”) certify that we have obtained this letter of intent in good faith, and that we know of no action on our part that would significantly alter the unused availability under the credit facility mentioned above, or otherwise impair _____ (“Bank”)’s ability to provide us with the support described above.

Authorized signature
Bidder

Sample 2

_____ (Date)

Letter of Reference No. _____

To: Commonwealth Edison Company; and
The Ameren Companies (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)

Ladies and Gentlemen:

We _____ (“Bank”) are currently the Agent on the Credit Agreements to _____ (“Bidder”). Bidder has _____(amount) of unused credit facilities at our bank available for borrowing under the terms and conditions of these credit agreements. Such a loan could be used as a cash deposit in support of Bidder’s bid in the Section denoted below

We have had a relationship with Bidder since _____(date). Our relationship with Bidder remains in good standing.

We certify that we satisfy the senior unsecured debt rating of “A” or higher from Standard & Poor’s or Fitch, or A2 or higher from Moody’s.

Please feel free to call us if you require any additional information.

Sincerely,

Authorized signature
Bank

Ladies and Gentlemen,

We _____ (“Bidder”) certify that we have obtained this letter of intent in good faith, and that we know of no action on our part that would significantly alter the amount of unused credit facilities mentioned above, or otherwise impair _____ (“Bank”) ’s ability to provide us with the support described above.

Authorized signature
Bidder

Letter of Reference No. _____

To: Commonwealth Edison Company; and
The Ameren Companies (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)

Ladies and Gentlemen,

We have been asked to provide a letter of reference on behalf of _____ (“Bidder”) relative to their intentions to bid in the in the Section denoted below.

We have confidence in Bidder’s management and in their project development, implementation and operational capabilities. Our relationship with Bidder has been extensive and has included involvement in a credit facility for \$_____ (amount) with aggregate lending commitments in excess of \$_____ (amount).

Should there be no material change in affairs, we would consider extending a letter of credit to Bidder in an amount not to exceed \$_____ (amount). This letter, however, should not and cannot be taken as an indication of financing commitment or guarantee of any kind whatsoever, or an absolute commitment to provide any other services.

We certify that we _____ (“Bank”) satisfy the senior unsecured debt rating of “A” or higher from Standard & Poor’s or Fitch, or A2 or higher from Moody’s.

Please feel free to call us if you require any additional information.
Sincerely,

Authorized signature
Bank

Ladies and Gentlemen,

We _____ (“Bidder”) certify that we have obtained this letter of intent in good faith, and that we know of no action on our part that would significantly impair _____ (“Bank”)’s assessment or its ability to provide us with the support described above.

Authorized signature
Bidder

Appendix E – Sample Letter of Intent to Provide a Guaranty

_____ (Date)

To: Commonwealth Edison Company; and
The Ameren Companies (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)

Ladies and Gentlemen,

We have been asked to provide a financial guaranty on behalf of _____ (“Bidder”) should Bidder become a supplier pursuant to their bid in the Section denoted below.

Our relationship with Bidder is that of _____(parent, affiliate, etc.). Our senior unsecured debt rating meets the Minimum Rating as defined in the BGS and CPP Supplier Forward Contracts.

We have confidence in Bidder’s management and in their project development, implementation and operational capabilities. Should there be no material change in affairs, we would consider providing a financial guaranty on behalf of Bidder, such that our liability does not exceed \$ _____(amount). This letter, however, should not and cannot be taken as an indication of financing commitment of any kind whatsoever, or an absolute commitment to provide a financial guaranty.

In the event that the Bidder wins the right to serve one or more tranches in the above Section or Sections we will be using **[please check one]**:

- the standard form of Guaranty attached to the BGS and/or CPP Supplier Forward Contracts, as appropriate
- an alternate form of guaranty that has been approved in accordance with the procedure set out in the Alternate Form of Guaranty Process.

Please feel free to call us if you require any additional information.

Sincerely,

Authorized signature
Guarantor

Ladies and Gentlemen,

We _____ (“Bidder”) certify that we have obtained this letter of intent in good faith, and that we know of no action on our part that would significantly impair _____ (“Guarantor”)’s assessment or its ability to provide us with the support described above.

Authorized signature
Bidder

Appendix F – Procedure for Approval of Modifications to the Pre-Auction Letter of Credit and the Post-Auction Letter of Credit

PRE-AUCTION SECURITY

Bidders in any of the Illinois Auction Sections² must post a pre-auction letter of credit to meet the pre-auction security required by the Part 2 Application process. A standard pre-auction letter of credit acceptable to ComEd and Ameren will be provided to bidders to use with the Part 2 Application documents. The process for proposing the use of an alternate form of the pre-auction letter of credit is explained below.

Proposing Changes to the Pre-Auction Letter of Credit During the Application Process – ComEd and Ameren will allow any Qualified Bidder to request non-material changes to the pre-auction letter of credit prior to the Part 2 Application deadline. As explained below, non-material changes are limited to changes that clarify the intent of the language in the pre-auction letter of credit. No other changes will be accepted.

This position preserves the safe harbor of the standard pre-auction form of letter of credit included in the Part 2 Application materials. Participants in the Illinois auction process can satisfy the pre-auction security requirements using the standard pre-auction form of letter of credit and be assured that the standard pre-auction form of letter of credit is acceptable to ComEd and Ameren.

SECURITY TO SATISFY CREDIT REQUIREMENTS OF CPP AND/OR BGS SUPPLIER FORWARD CONTRACTS (POST-AUCTION SECURITY)

Winning bidders that become CPP and/or BGS Suppliers may also post a letter of credit to comply with the credit requirements under the CPP-A, CPP-B, CPP-H, BGS-FP, BGS-LFP and BGS-LRTP Supplier Forward Contracts. The standard letters of credit acceptable to ComEd and Ameren for satisfying credit requirements under these contracts is included as Appendix E to these contracts.

² The Illinois Auction consists of a Fixed Price Section, which has Competitive Procurement Process (“CPP”) products (ComEd’s CPP-A and CPP-B products), and Basic Generation Service (“BGS”) products (Ameren’s BGS-FP and BGS-LFP products) as well as a Hourly Price Section, which has CPP products(ComEd’s CPP-H product), and BGS products(Ameren’s BGS-LRTP product).

Proposing Changes to the Post-Auction Letter of Credit During the Application Process

– ComEd and Ameren will allow any Qualified Bidder to submit non-material changes to the post-auction letters of credit. As explained below, non-material changes are limited to changes that clarify the intent of the language in the post-auction letter of credit. No other changes will be accepted.

This position preserves the safe harbor of the standard post-auction form of letter of credit appended to the CPP and BGS Supplier Forward Contracts. Participants in the auction process can use the standard forms of post-auction letters of credit and be assured that these standard forms of post-auction letter of credit are acceptable to ComEd and Ameren.

PROCESS FOR QUALIFIED BIDDERS TO PRE-APPROVE PROPOSED CHANGES TO THE LETTERS OF CREDIT

The process for submitting proposed changes to the form of either the pre-auction or post-auction letter of credit and the ground rules for consideration by ComEd and Ameren of the changes to forms of letter of credit are as follows:

1. All suppliers must be treated fairly and in a non-discriminatory manner. This means that any letter of credit that ComEd and Ameren accept from any one supplier must be substantively the same as the letter of credit that ComEd and Ameren will accept from all other suppliers. This also means that any non-material change proposed by one supplier and accepted by ComEd and Ameren will also be accepted for all other suppliers that may wish to make the same change. Thus, while ComEd and Ameren will accept stylistic or formal changes to the standard letters of credit, no change in the material provisions will be accepted.
2. The Auction Manager will receive any changes the Qualified Bidders wish to make to the forms of letter of credit. The Auction Manager will then remove any information identifying the proposing party and forward it to ComEd and Ameren. ComEd and Ameren will determine, with the consultation of outside counsel, whether the changes to the form of letter of credit are more than stylistic or formal changes. For each proposed change, ComEd and Ameren will indicate to the Auction Manager whether the proposed change is acceptable. It is possible that some proposed changes will be acceptable while others are not acceptable.
3. The Auction Manager will inform the proposing party of the decision taken by ComEd and Ameren. Proposing bidders will be permitted to rely on the revised form of letter of

credit only if it is resubmitted with the changes that have been identified by ComEd and Ameren as acceptable.

4. Proposing bidders will be responsible for reimbursing ComEd and Ameren for all legal fees associated with outside counsel review with respect to the form of letter of credit submitted by the proposing bidders.

Timetable

ComEd and Ameren require Qualified Bidders that wish to secure approval of changes to the letters of credit in advance of the Part 2 Application Deadline to submit any proposed changes to the form of letter of credit according to the following timetable. This timetable ensures that potential bidders are aware of whether their proposed changes to the form of the letter of credit are acceptable to ComEd and Ameren before Part 2 Applications are due. The deadline to submit proposed changes to the forms of letter of credit is July 10, 2006.

The Auction Manager will provide the proposing parties with written notice of the decisions taken by ComEd and Ameren on or before July 17, 2006. The Auction Manager will post to the Web site all changes that have proved acceptable to ComEd and Ameren.

Timetable for Reviewing Proposed Changes to the Pre- and Post-Auction Letters of Credit

| | |
|--|---------------------------|
| Deadline to submit proposed changes to the forms of letter of credit | Noon (CDT), July 10, 2006 |
| Auction Manager informs proposing parties of decision | July 17, 2006 |

Appendix G: Overview of Illinois Auction Pre-Auction Credit Requirements

Application process

The Application process for the Illinois Auction is in two parts. Interested parties submit a Part 1 Application to become Qualified Bidders for a Section, as appropriate. Qualified Bidders can then submit a Part 2 Application to become registered bidders for a Section.

With their Part 2 Applications, all Qualified Bidders must submit an Indicative Offer as well as financial assurances proportional to this Indicative Offer. An Indicative Offer states the number of tranches that the Qualified Bidder is willing to serve for each Section of the Illinois Auction that the Qualified Bidder is applying for at the Maximum Starting Price. The Auction Manager announces the Maximum Starting Prices on XX, XX, 2006.

Any financial assurance should be made in the name of the Illinois Auction participant.

Auction performance security

With the Part 2 applications, all Qualified Bidders submit a letter of credit in an amount of \$250,000 per tranche of their Indicative Offer at the Maximum Starting Price. A standard form for this pre-auction letter of credit will be provided on the Illinois Auction Web site. The Auction Manager will hold the letter of credit until the Commission has not rejected the auction results and either 1) the bidder is confirmed not to have won any tranches in the auction or 2) the bidder has won tranches, has signed the applicable CPP and BGS Supplier Forward Contract(s), as appropriate, and has provided any security required by the Contract(s). At that time, the Auction Manager will return the executed certificate of expiration of the letter of credit to the issuer.

Additional pre-auction credit requirements to cover potential Mark-to-Market Exposure

Qualified Bidders may be asked for additional financial assurances in the form of a Letter of Reference or a Letter of Intent to Provide a Guaranty. The circumstances where additional pre-auction credit requirements will be imposed are explained below.

Credit evaluation process

A committee of ComEd and Ameren representatives will assess Applicants' creditworthiness based on information provided with the Part 1 Application. If the Applicant is relying on the financial strength of a Guarantor, the creditworthiness of the Guarantor will be assessed instead. The committee will determine, for the Applicant (or the Guarantor), the credit rating and the tangible net worth (TNW), and the unsecured credit line that would be granted to the Applicant or its Guarantor by ComEd and Ameren.

Whenever a Qualified Bidder is relying on the financial strength of a Guarantor, the Qualified Bidder will be required to submit a Letter of Intent to Provide a Guaranty from the Guarantor with its Part 2 Application. A Qualified Bidder (whether the Qualified Bidder is relying on the financial strength of a Guarantor or not) may also be required to submit a Letter of Reference from its financial institution.

The assessment of whether additional financial assurances are needed and of the amount of such financial assurances is based on two measures: (1) the Unsecured Credit Line ("UCL") and (2) the Mark-to-Market At-Risk ("MTM At-Risk") associated with the Indicative Offer. These measures and the committee's assessment are explained below.

Unsecured Credit Line ("UCL")

The UCL represents the unsecured credit line that the Qualified Bidder would be granted by ComEd and Ameren under the CPP and BGS Supplier Forward Contracts. Note that the size of a Qualified Bidder's UCL will not necessarily be the same for ComEd and Ameren, as the unsecured credit policies differ across utilities; as specified in Article 6 of the CPP and BGS Supplier Forward Contracts. For the purposes of assessing the need for additional financial assurances during the Application process, if there is a difference between the ComEd UCL and the Ameren UCL, the lower of the two values will be used.

The UCL is calculated as the lesser of a percentage of the Applicant's (or its Guarantor's) TNW or the applicable Credit Limit Cap. The percentage allowed is determined by the Applicant's (or its Guarantor's) credit rating, in accordance with Tables 1 below.

Table 1. Determination of Unsecured Credit Line (ComEd and Ameren).

| Credit Rating of the Applicant or Guarantor ³ | | | Max. UCT (equals the lesser of TNW % and Credit Limit Cap) | | |
|--|--------------|--------------|--|--------------------------|---------------------------|
| S&P | Moody's | Fitch | TNW % | Credit Limit Cap (ComEd) | Credit Limit Cap (Ameren) |
| A- and above | A3 and above | A- and above | 16% of TNW | \$60,000,000 | \$80,000,000 |
| BBB+ | Baa1 | BBB+ | 10% of TNW | \$40,000,000 | \$60,000,000 |
| BBB | Baa2 | BBB | 8% of TNW | \$30,000,000 | \$40,000,000 |
| BBB- | Baa3 | BBB- | 6% of TNW | \$15,000,000 | \$20,000,000 |
| Below BBB- | Below Baa3 | Below BBB- | 0% of TNW | \$0 | \$0 |

Mark-to-Market At-Risk Associated with Indicative Offer

ComEd and Ameren will evaluate the Applicant's (or its Guarantor's) ability to cover the potential Mark-to-Market exposure that may be required by the CPP and/or BGS Supplier Forward Contracts. This is necessary to obtain an indication that bidders in the auction have the financial capacity to enter into the Supplier Forward Contracts. The per tranche MTM At-Risk that ComEd and Ameren require Applicants to cover during the application stage is \$1.25 million per tranche. This amount will be required of Applicants to the Fixed Price Section of the Illinois Auction. There is no MTM At-Risk for the Hourly Price Section.

The Indicative Offer MTM At-Risk is the number of tranches in the Indicative Offer at the Maximum Starting Price multiplied by the per-tranche MTM At-Risk value, which as noted above is \$1.25 million. For the purposes of assessing the need for financial assurances at the

³ If the Applicant or Guarantor is rated by only two rating agencies, and the ratings are split, the lower rating will be used. If the Applicant or Guarantor is rated by three or four rating agencies, and the ratings are split, the lower of the two highest ratings will be used; provided that in the event that the two highest ratings are common such common rating will be used.

Application stage, the \$250,000 per tranche provided as letter of credit is subtracted from the \$1.25 MTM At-Risk. Hence, financial assurances, in the form of a Letter of Reference or a Letter of Intent to Provide a Guaranty as explained below, are required for an incremental \$1.0 million per tranche.

Please be advised that the MTM At-Risk figure of \$1.25 million per tranche is a figure that ComEd and Ameren believe provides an indication that the bidder (or its guarantor) has sufficient financial capacity to take on the obligations typically associated with winning tranches in the Fixed Price Section of the Illinois Auction. When making decisions regarding bidding strategy, however, bidders must make their own assessments of the financial risks of the auction products. Winning bidders will be required to execute the Supplier Forward Contracts and will be legally bound by the terms of those contracts. The MTM Exposure Amount under the BGS-FP, BGS-LFP, CPP-A and CPP-B Supplier Forward Contracts will be calculated in accordance with Appendix D of these contracts, and cannot be known in advance of the auction. After the Supplier Forward Contracts have been executed, the MTM Exposure Amount, at any given time, could turn out to be less or significantly more than the \$1.25 million per tranche MTM At-Risk figure used by ComEd and Ameren to assess bidders' financial capacity in the application stage of the Illinois Auction.

Assessment

If an Applicant is relying on a Guarantor's financial strength, the Applicant will be required to provide a Letter of Intent to Provide a Guaranty. The Applicant will also be required to post a Letter of Reference if the Guarantor's UCL is not sufficient to cover the Indicative Offer MTM At-Risk.

If an Applicant is relying on its own financials, the Applicant will be required to post a Letter of Reference if the Applicant's UCL is not sufficient to cover the Applicant's Indicative Offer MTM At-Risk.

End of Part 2 Application Form
