Exhibit C

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Central Illinois Light Company d/b/a AmerenCILCO	)	
	)	
Petition pursuant to Sections 6-102 and 7-102 of the	)	
Illinois Public Utilities Act for an order authorizing entry	)	Docket 06-0330
into of a $150,000,000 revolving credit agreement and the	)	
issuance of first mortgage bonds as security for	)	
borrowings thereunder	)	
	)	

PETITIONER'S PROPOSED ORDER

By the Commission:

On April 20, 2006, Central Illinois Light Company d/b/a AmerenCILCO (the "Company") filed its verified Petition with the Illinois Commerce Commission (the "Commission") under Sections 6-102 and 7-102 of the Illinois Public Utilities Act (the "Act") (220 ILCS 5/6-102 and 5/7-102). The Petition seeks all necessary authorization for the Company to enter into and issue one or more notes or other evidence of indebtedness under a revolving credit agreement (the "Credit Agreement") and to issue its first mortgage bonds to secure its obligations under the Credit Agreement.

A prehearing conference was held May 16, 2006 and a status hearing was held June 29, 2006 at which time the matter was continued generally. On August 2, 2006, Michael McNally, Senior Financial Analyst in the Financial Analysis Division of the Commission filed an affidavit indicating that he was assigned to review the Company's filing. Mr. McNally stated that in his judgment the proposed transaction met the requirements of Sections 6-102 and 7-102 of the Act and recommended that the Commission issue an order authorizing the transactions. He further recommended that the Commission order the Company to pay a fee (in the amount specified below) pursuant to Section 6-108 of the Act and to file reports relating to the issuance of the securities approved herein pursuant to 83 Ill. Adm. Code Part 240. On August 3, 2006, the Company filed, by affidavit, final copies of the principal documents identified below. A hearing was held August 8, 2006, at which time the matter was marked "Heard and Taken."

The Company is an Illinois corporation doing business under the fictitious name of AmerenCILCO, with its registered office within the State of Illinois at 300 Liberty Street, Peoria, Illinois. The Company is a public utility within the meaning of the Act and is engaged in providing electric and gas utility services in portions of Illinois and is duly authorized under its articles of incorporation to do so. The Company is an indirect subsidiary of Ameren Corporation ("Ameren").

The Company proposes to enter into a Credit Agreement with one or more lending entities which may consist of banks or other financial institutions (collectively, "Lenders") providing for a loan or loans to the Company in an aggregate principal amount not to exceed $150,000,000 outstanding at any time (the "Available Amount"). Under the Credit Agreement, the Company will be authorized to borrow and repay from time to time, provided that no borrowing shall be made thereunder after, and all amounts due thereunder shall be repaid no later than January 14, 2010 (the "Termination Date"). In addition, the Company will be able to request one or more of the Lenders to issue letters of credit on the Company's behalf to support the Company's business obligations to third parties through the Termination Date. Outstanding letters of credit and amounts drawn under letters of credit, if not immediately reimbursed by the Company, will constitute obligations under the Credit Agreement and are subject to the Available Amount limitation.

Each loan under the Credit Agreement will bear interest at a rate or rates per annum, which may be a fixed rate or a floating rate, to be determined by negotiations with Lenders, based on market interest rates for similar loans and borrowers with credit and other characteristics similar to the Company. Interest rates are (i) based on the Lenders' prime rate or the Federal funds rate plus an adjustment of 50 basis points or (ii) based on the Eurodollar rate then in effect for the applicable borrowing period plus in the case of (i) or (ii) a "spread" (additional interest rate) based on the Company's applicable credit ratings. The Company will be authorized to prepay any loan under the Credit Agreement at any time without premium or penalty (except for loans such as Eurodollar loans that have a specific interest period identified at the time of borrowing, in which case an early termination payment may be due).

The Company will pay facility and other fees and expenses under the Credit Agreement based on negotiations with Lenders at a level comparable to amounts paid by similarly situated borrowers. The Credit Agreement provides for an increased interest rate on outstanding obligations thereunder in the event of default.

By an affidavit of Lee R. Nickloy, Assistant Treasurer of the Company, the Company provided a verified copy of the final form of the Credit Agreement.

The Company's obligations to the Lenders under the Credit Agreement as well as other obligations of the Company to the Lenders as specified in the Credit Agreement and/or the Supplemental Indenture (as defined below) will be secured by the issuance by the Company of First Mortgage Bonds under a Supplemental Indenture (a "Supplemental Indenture") under its Indenture of Mortgage and Deed of Trust, dated as of April 1, 1933 (as amended and supplemented and as previously filed with the Commission, the "Company Indenture"). Such First Mortgage Bonds will provide security for the loans and other obligations under or specified in the Credit Agreement and/or Supplemental Indenture and will have payment and interest rate provisions that match the provisions of loans under the Credit Agreement. The Company will be entitled to a credit such that no payments will be due under the First Mortgage Bonds so long as all amounts required to be paid under or pursuant to the Credit Agreement or other obligations specified in the Supplemental Indenture are paid. The Company seeks approval of the Commission to enter into and deliver the Supplemental Indenture and the First Mortgage Bonds as security for the obligations to the Lenders under and pursuant to the Credit Agreement and/or Supplemental Indenture under Section 7-102 of the Act.

By an affidavit of Mr. Nickloy, the Company provided a verified copy of the final form of the Supplemental Indenture which included a form of the First Mortgage Bonds.

The Credit Agreement allows for borrowings thereunder by certain other Ameren subsidiaries: Central Illinois Public Service Company, d/b/a AmerenCIPS, Illinois Power Company, d/b/a AmerenIP, AmerenEnergy Resources Generating Company ("AERG") and CILCORP Inc. (collectively, the "Other Borrowers"). Each of the Other Borrowers is a direct or indirect subsidiary of Ameren.

The obligations of the Company and the Other Borrowers will be several, not joint. The Company will not have any liability for paying obligations of the Other Borrowers under the Credit Agreement and a default by an Other Borrower will not constitute a default by the Company. The Company maintains that having the Other Borrowers as parties to the Credit Agreement, is purely for administrative convenience and the possible reduction in fees payable by the Company. The Company will not provide credit support to Lenders for obligations of any other person. Accordingly, the Company asserts that because there is no transaction and no management, construction, engineering, supply, financial or similar contract or arrangement for the purchase, sale, lease or exchange of any property or for the furnishing of any service, property or thing, between the Company and any affiliated interest of the Company in connection with the Credit Agreement, there will be no opportunity for cross-subsidization by the Company of affiliated interests under the Credit Agreement.

Borrowings under the Credit Agreement will be used to temporarily finance construction or improvement of or additions to the Company's facilities needed to provide safe, adequate and reliable electric or gas utility service, for working capital, to refinance other existing indebtedness and for other corporate purposes.

At December 31, 2005, the Company had outstanding consolidated short-term borrowings of $161,000,000 and consolidated total long-term debt of $122,000,000. The Company's consolidated capitalization ratios at that date, and as adjusted to take into account the maximum expected borrowings available to the Company ($150,000,000) and to the Company's subsidiary AERG ($200,000,000) under the Credit Agreement, and the use of proceeds therefrom to refinance outstanding short-term borrowings on that date, were as follows:

	Actual	As Adjusted
Common Equity	63%	52%
Preferred Stock	4%	3%
Long-Term Debt	14%	12%
Short-Term Debt	19%	33%
Total	100%	100%

The issuance by the Company of the Senior Secured Notes authorized by the Commission's order in Docket 06-0161 (March 8, 2006) did not materially impact the Company's total capitalization or common equity percentage because such issuance was for refunding purposes.

The Commission, having considered the entire record and being fully advised in the premises, is of the opinion and finds that:

(1) the Company is a corporation engaged in the sale and distribution of electricity and gas in portions of the State of Illinois and, as such, is a public utility within the meaning of the Act;

(2) the Commission has jurisdiction over the Company and the subject matter of this proceeding;

(3) the recitals of fact set forth in the prefatory portion of this Order are supported by the record and are hereby adopted as findings of fact;

(4) subject to the conditions set forth herein, (i) the Company's proposed entry into the Credit Agreement and the borrowing by it thereunder from time to time of not to exceed $150,000,000 at any time outstanding should be approved in accordance with Section 6-102 of the Act as set forth below and (ii) the Company's proposed entry into of the Supplemental Indenture and the issuance of the First Mortgage Bonds as security for its obligations under the Credit Agreement, should be approved in accordance with Section 7-102 of the Act as set forth below;

(5) the proceeds of borrowings under the Credit Agreement will be used to temporarily finance construction or improvement of or additions to the Company's facilities needed to provide safe, adequate and reliable electric or gas utility service, for working capital, to refinance other existing indebtedness and for other corporate purposes;

(6) the funds to be obtained from the borrowings under the Credit Agreement are reasonably required for the purposes described herein;

(7) in accordance with Section 6-101, the Company should cause the following identification number to be placed on the face of the Credit Agreement (or any promissory note issued thereunder), Ill. C. C. No. ____ and should cause the following identification number to be placed on the face of the First Mortgage Bonds, Ill. C. C. No. ____;

(8) the Company should comply with the reporting requirements of 83 Ill. Adm. Code 240;

(9) the Company should pay a fee of $360,000 (twenty-four cents per $100 of the maximum principal amount outstanding at any time under the Credit Agreement) as required by Section 6-108 of the Act, no later than 30 days after service of this Order.

IT IS THEREFORE ORDERED, by the Illinois Commerce Commission that approval is hereby granted for:

(A) the entering into by the Company of a Credit Agreement in the form filed as an exhibit in this docket with one or more Lenders providing for borrowings thereunder and letters

of credit in an aggregate amount outstanding at any time not to exceed $150,000,000, providing for a Termination Date not later than January 14, 2010, and the issuance of one or more promissory notes or other evidences of indebtedness, if any, thereunder under Section 6-102 of the Act.

(B) the execution and delivery of a Supplemental Indenture under the Company Indenture in the form filed as an exhibit in this docket providing for the issuance of First Mortgage Bonds as collateral for the Company's obligations to the Lenders under or pursuant to the Credit Agreement and/or the Supplemental Indenture in a principal amount not to exceed the Available Amount under the Credit Agreement and having a final maturity of not later than January 14, 2010 under Sections 6-102 and 7-102 of the Act;

(C) the application of the proceeds of the borrowings under the Credit Agreement to temporarily finance construction or improvement of or additions to the Company's facilities needed to provide safe, adequate and reliable electric or gas utility service, for working capital, to refinance other existing indebtedness and for other corporate purposes;

(D) the payment by the Company of necessary fees and expenses relating to the transactions authorized herein;

(E) the taking or doing by the Company of any and all other things incidental, necessary or appropriate to the performance of any and all the acts specifically authorized hereunder; and

(F) such other further relief as is deemed equitable and just.

IT IS FURTHER ORDERED that the Company shall comply with Findings 5 through 9 of this Order.

IT IS FURTHER ORDERED that the authority to borrow under the Credit Agreement and issue First Mortgage Bonds under the Supplemental Indenture shall expire January 14, 2010.

IT IS FURTHER ORDERED that, subject to the provisions of Section 10-113 of the Act and 83 Ill. Adm. Code 200.880, this Order is final; it is not subject to the Administrative Review Law.

By order of the Commission this __ day of ____, 2006.

(SIGNED) CHARLES E. BOX

Chairman