

DRAFT
PART 2 APPLICATION FORM
PART 2 APPLICATION DATE: DECEMBER 11, 2007

This Part 2 Application Form is the application form to become a Registered Bidder in the 2008 Illinois Auction (“The Illinois Auction”) conducted on behalf of the Commonwealth Edison Company (“ComEd”) and the Ameren Illinois Utilities. The Ameren Illinois Utilities are Central Illinois Light Company d/b/a AmerenCILCO (“AmerenCILCO”), Central Illinois Public Service Company d/b/a AmerenCIPS (“AmerenCIPS”), and Illinois Power Company d/b/a AmerenIP (“AmerenIP”). The Illinois Auction consists of ComEd’s Competitive Procurement Process (“CPP”) products (the CPP-A product and the CPP-B products), and the Ameren Illinois Utilities’ Basic Generation Service (“BGS”) products (the BGS-LFP product and the BGS-FP products).

This Part 2 Application Form is the application form to be used by a Qualified Bidder to become a Registered Bidder for the Illinois Auction.

When you completed the Part 1 Application Form, you agreed to the Illinois Auction Rules, and you agreed to accept the provisions contained in the Supplier Forward Contracts for the services that you are applying to provide. The final versions of the Illinois Auction Rules and the Supplier Forward Contracts became available on the Illinois Auction Web site (www.illinois-auction.com) on October 2, 2007. These rules and the Supplier Forward Contracts were first proposed in Docket Nos. 05-0159, 05-0160, 05-0161, and 05-0162. These rules and contracts are consistent with the ICC Order in Docket 06-0800 dated XXX, 2007.

Any information provided in response to this Part 2 Application will be provided on a confidential basis to the Auction Manager Team and representatives of the ICC. Information regarding your Indicative Offer and information regarding your preliminary interest (provided in sub-parts B.1 and B.3) will be provided to specific representatives from ComEd and from the Ameren Illinois Utilities without revealing your identity. In addition, representatives from ComEd and from the Ameren Illinois Utilities 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 Offer.

If you become a Registered Bidder for the Illinois Auction, your name will be provided to other Registered Bidders on a confidential basis and you will be provided with a list of names of other Registered Bidders. As part of this Part 2 Application, you are required to certify that you will keep this list of Registered Bidders confidential.

INSTRUCTIONS FOR APPLICATION

There are two (2) parts to the application process.

Applicants submit the Part 1 Application Form and all documents required therein, as well as a Bid Participation Fee, to become Qualified Bidders for the Illinois Auction. Those Applicants that successfully become Qualified Bidders may then submit this Part 2 Application Form, in which they will make certifications regarding Associations and the handling of Confidential Information, submit Indicative Offers, and post Pre-Auction Security to become Registered Bidders in the Illinois Auction.

General Instructions

Unless indicated otherwise, **you are required to fill in all fields of this Part 2 Application.**

Application Submission

To become a Registered Bidder for the Illinois Auction, Applicants must:

- Have qualified for the Illinois Auction;
- Submit **three (3) original** completed Part 2 Application Forms (with original signatures);
- Submit **one (1) copy** of all requested documents supporting the Application as specified in Appendix A;
- Submit an Indicative Offer and an indication of preliminary interests;
- Submit a Pre-Auction Letter of Credit and submit any additional Pre-Auction Security, if required;
- Make required certifications on 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) CPT¹ on December 11, 2007

at

Illinois Auction Manager Team
70 West Madison Street
Three First National Plaza
Suite 680
Chicago, IL 60602

Inquiries may be directed to the Auction Manager by:

- § telephone (312) 920-0305
- § fax (312) 920-9315
- § through the “Ask a Question” page on the Illinois Auction Web site at www.illinois-auction.com

Photocopies and facsimiles of completed Part 2 Application 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 the Illinois Auction.

Application Review

Receipt 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 the date that it was received will be faxed to your Authorized Representative. 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 the date that it was received will be provided to the deliverer.

Timing of Application Review

The Part 2 Application Window opens at 8:00 a.m. on December 3, 2007 and closes at 12:00 p.m. (noon) on December 11, 2007. The Auction Manager performs an initial review of all Part 2 Applications during the Part 2 Application Window. Applications received prior to the Part 2 Application Window are processed on December 3, 2007. Applications received during the Part 2 Application Window are processed on the day they are received. Applications received after the Part 2 Application Window are late applications and are not processed.

¹ Unless noted otherwise, all times in this Part 2 Application refer to Central Prevailing Time (“CPT”).

Notices of Application Review

If, upon initial review, 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 Illinois Auction. One copy of your Part 2 Application and all supporting documents pertaining thereto will be returned to you.

Deficient Credit Documents

Credit Documents will be reviewed starting on the Part 2 Application Date. If 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 the Ameren Illinois Utilities, your Authorized Representative will be faxed a deficiency notice and you will have until 6:00 p.m. of the second business day following the business day during which a deficiency notice is faxed to you to submit revised documents. If you fail to correct the deficiency within the time allowed, either your Application will be rejected or your Indicative Offer will be reduced by the Auction Manager so that your Pre-Auction Security is sufficient to cover your Indicative Offer.

Certifications Regarding the Association and Confidential Information Rules

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-part B.4 of this Part 2 Application.

Complete Applications

When your Part 2 Application is complete, the Auction Manager will send a complete notice to your Authorized Representative by fax with a photocopy of the first page of your application stamped "complete".

Late Applications

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

Notification of Registration

If you become a Registered Bidder, the Auction Manager will send to your Authorized Representative a Notification of Registration. The Notification of Registration will be sent by fax no later than five (5) business days after the Part 2 Application Date. The Notification of Registration will also be sent to your Authorized Representative by courier.

PART 2 APPLICATION FORM

Part A. GENERAL REQUIREMENTS

A.1. Qualified Bidder Basic Information

Name of Qualified Bidder

Name of Authorized Representative

Telephone No.

Cell Phone (Optional)

Email Address

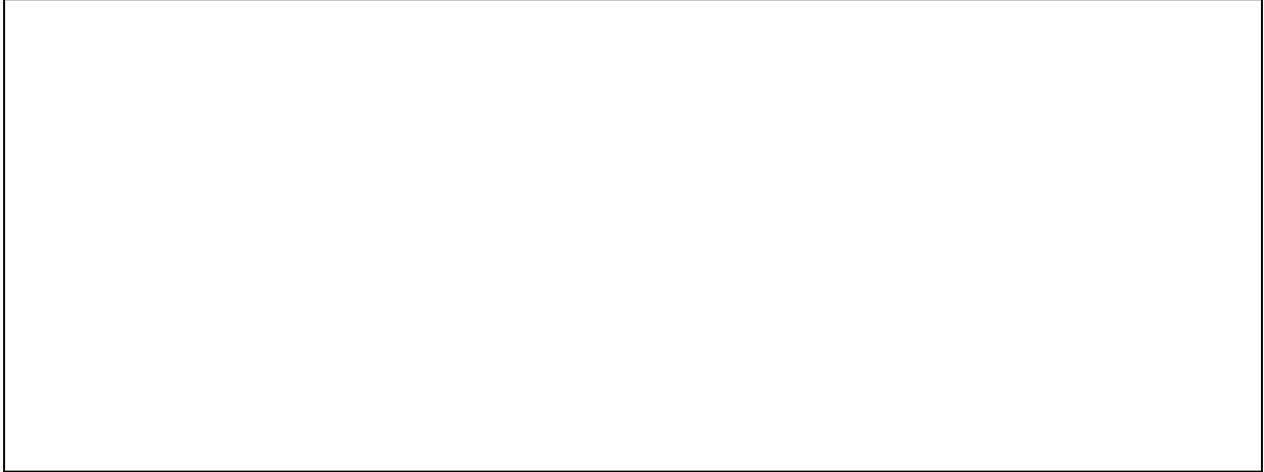
Fax No.

Please check here if the Pre-Auction Letter of Credit that you are submitting with this Part 2 Application is in the standard format (as found in Appendix C) without modifications. Please check here if you submitted modifications to the Pre-Auction Letter of Credit in accordance with the procedure in Appendix F to this Part 2 Application 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 that, according to information posted to the Illinois Auction Web site (www.illinois-auction.com), are modifications that are acceptable to ComEd and the Ameren Illinois Utilities. 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 with the procedure in Appendix F to this Part 2 Application Form.

Please provide below any special instructions for returning the Pre-Auction Letter of Credit at the conclusion of the Illinois Auction. Absent such instructions, as soon as practicable, the Auction Manager will send your Pre-Auction Letter of Credit marked “cancelled” along with the duly

executed Annex 3 to Letter of Credit (Certificate of Cancellation) to the contact provided on the Pre-Auction Letter of Credit.



A.2 Certifications of the Authorized Representative

The final version of the Illinois Auction Rules became available on the Illinois Auction Web site (www.illinois-auction.com) on October 2, 2007. These rules were first proposed in Docket Nos. 05-0159, 05-0160, 05-0161, and 05-0162. These rules are consistent with the ICC Order in Docket 06-0800 dated XXX, 2007.

- (1) I have certified in my Part 1 Application that I have read and accept the Illinois Auction Rules, and I reaffirm that I will comply with these Rules:

Signature of Authorized Representative

Date

- (2) I certify that I will keep confidential any and all documents containing Confidential Information regarding the auction process distributed by the Auction Manager, as such Confidential Information is defined in the Illinois Auction Rules.

Signature of Authorized Representative

Date

Part B. REQUIREMENTS FOR PARTICIPATION IN THE ILLINOIS AUCTION

B.1. Indicative Offer, Calculation of Required Pre-Auction Letter of Credit and Additional Pre-Auction Security, and Preliminary Interests

In the Illinois Auction, there are six (6) products: CPP-A 1-year, CPP-B 1-year, CPP-B 3-year, BGS-LFP 1-year, BGS-FP 1-year, and BGS-FP 3-year. The Maximum Starting Price and the Minimum Starting Price (quoted in \$/MWh rounded to the nearest cent) for these 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 six (6) products combined 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 six (6) products combined at the Maximum Starting Price.

At the Minimum Starting Price and the Maximum Starting Price, a Qualified Bidder’s Indicative Offer cannot exceed the sum of the Load Caps, which is 88 tranches. Your Indicative Offer at the Maximum Starting Price determines your *initial eligibility* in the Illinois Auction. **You cannot, at any time during the Illinois Auction, bid 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 at the Maximum Starting Price in round 1.

Table 1.1 Indicative Offer

Price (\$/MWh)		Indicative Offer (number of tranches)
Minimum Starting Price	\$XX.XX/MWh	(a) <i>This number cannot exceed 88 tranches</i>
Maximum Starting Price	\$XX.XX/MWh	(b) <i>This number cannot exceed 88 tranches</i>

B.2. Calculation of Required Pre-Auction Letter of Credit and Additional Pre-Auction Security

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

$$\begin{aligned} \text{Total Amount of Pre-Auction Security} &= (\text{indicative offer at Maximum Starting Price}) \times (\$1,250,000) \\ &= (\text{b) in Table 1.1} \quad \underline{\hspace{2cm}} \quad (\text{number of tranches}) \times (\$1,250,000) \\ &= \$ \quad \quad \quad (\text{A}) \end{aligned}$$

There are two options to meet the Total Amount of Pre-Auction Security.

Option 1: You may choose to meet the total amount of Pre-Auction Security (A) entirely through a Pre-Auction Letter of Credit. This means that you will submit a Pre-Auction Letter of Credit with this application in an amount of \$1,250,000 per tranche of your indicative offer at the Maximum Starting Price.

If you are choosing Option 1, please:

- check here ; and
- include a Pre-Auction Letter of Credit with this application in an amount of \$1,250,000 per tranche of your indicative offer at the Maximum Starting Price (A).

You must use the Pre-Auction Letter of Credit as provided in Appendix C to this Part 2 Application Form. This Pre-Auction Letter of Credit can also be downloaded from the Illinois Auction Web site (www.illinois-auction.com). You may make any of the modifications accepted by the Auction Manager through the process described in Appendix F. These allowable modifications are posted to the Illinois Auction Web site (www.illinois-auction.com).

If you select this Option 1, you do not need to complete Table 1.2 below. ***Please proceed to the next sub-part B.3.***

Option 2: Alternatively, you may choose to meet the total amount of Pre-Auction Security by 1) using a Pre-Auction Letter of Credit in an amount of \$250,000 per tranche of your indicative offer at the Maximum Starting Price; and 2) using a combination, if needed, of:

- A Letter of Intent to Provide a Guaranty (you may submit a Letter of Intent to Provide a Guaranty if you named a Guarantor in your Part 1 Application that meets the Minimum Rating);

- A net amount granted to you, the Qualified Bidder, to support your indicative offer, on the basis of your credit rating and Tangible Net Worth as specified in your Notification of Qualification;
- A Letter of Reference;

to meet the remaining \$1,000,000 per tranche of your indicative offer at the Maximum Starting Price.

Please note that Option 2 **requires** that you submit a Pre-Auction Letter of Credit in an amount of \$250,000 per tranche of your indicative offer at the Maximum Starting Price. Please use Table 1.2 to indicate the other means through which you will be satisfying the total amount of Pre-Auction Security required by your indicative offer at the Maximum Starting Price.

Table 1.2 Auction Pre-Auction Security

		Amount of Pre-Auction Letter of Credit (<i>See Step 2</i>)	=	<u>\$0 (B)</u>
		Net Amount Granted to Support Indicative Offer (<i>See Step 3</i>)	=	<u>\$0 (C)</u>
		Amount of Letter of Intent to Provide a Guaranty (<i>See Step 4</i>)	=	<u>\$0 (D)</u>
		Amount of Letter of Reference (<i>See Step 5</i>)	=	<u>\$0 (E)</u>
Total Amount of Pre-Auction Security (<i>See Step 1</i>)	=	<u>\$_____ (A)</u>		SUM (B + C + D + E) (<i>See Step 6</i>) = <u>\$0 (F)</u>

Please refer **to your Notification of Qualification** to fill out Table 1.2 above. Detailed instructions, if needed, are provided on the **next page**.

The total amount of Pre-Auction Security that you are providing with this application in cell (F) must equal or exceed the total amount of Pre-Auction Security required in cell (A) of Table 1.2.

Instructions for Table 1.2.

Step 1: Cell (A). Total Amount of Pre-Auction Security Required.

At the top of page 9, you calculated the total amount of Pre-Auction Security required by your indicative offer at the Maximum Starting Price. Please put this amount in cell (A) of Table 1.2.

Step 2: Cell (B). Amount of your Pre-Auction Letter of Credit.

Put in cell (B) of Table 1.2 the amount of your Pre-Auction Letter of Credit . The amount required for the Pre-Auction Letter of Credit is calculated as follows, using the number in cell (b) of Table 1.1:

$$\begin{aligned} \text{Amount of Pre-Auction Letter of Credit} &= (\text{indicative offer at Maximum Starting Price}) \times (\$250,000) \\ &= (\text{b) in Table 1.1 } \underline{\hspace{1cm}} (\text{number of tranches}) \times (\$250,000) \\ &= \$ \underline{\hspace{1cm}} \end{aligned}$$

Step 3: Cell (C). Net Amount Granted to Support Your Indicative Offer.

Put in cell (C) of Table 1.2 the net amount granted to you the Qualified Bidder to support your indicative offer. **This amount is provided to you in your Notification of Qualification.** Leave the default value of “0” in cell (C) if you have a Guarantor or if you as a Qualified Bidder were granted a net amount of “0” to support your indicative offer.

Step 4: Cell (D). Amount of Your Letter of Intent to Provide a Guaranty.

If you named a Guarantor in the Part 1 Application that meets the Minimum Rating and you are submitting a Letter of Intent to Provide a Guaranty with this application, put in cell (D) of Table 1.2 the amount of this Letter of Intent to Provide a Guaranty. Please refer to your **Notification of Qualification** as it provides a maximum amount for this Letter of Intent to Provide a Guaranty. If you are not submitting a Letter of Intent to Provide a Guaranty with this application, **leave the default value of “0”** in cell (D) of Table 1.2. A sample Letter of Intent to Provide a Guaranty is available as Appendix E to this Part 2 Application Form, and can be downloaded from the Illinois Auction Web site (www.illinois-auction.com).

Step 5: Cell (E). Amount of Your Letter of Reference.

Put in cell (E) of Table 1.2 the amount of the Letter of Reference (E) that you are submitting with this application. Please refer to your **Notification of Qualification** as it indicates whether a Letter of Reference is required. If you are not submitting a Letter of Reference, **leave the default value of “0”** in cell (E) of Table 1.2. Samples for the Letter of Reference are available as Appendix D to this Part 2 Application Form, and can be downloaded from the Illinois Auction Web site (www.illinois-auction.com).

Step 6: Cell (F). Total Amount of Pre-Auction Security Provided.

Put in cell (F) of Table 1.2 the sum of (B), (C), (D), and (E). This is the total amount of Pre-Auction Security that you are providing with this application.

On our web site, under “*bidder information*” and “*applications and contracts*” (<http://www.illinois-auction.com/index.cfm?fa=bid.con>), you will find:

- a sample Pre-Auction Letter of Credit;
- sample Letters of Reference;
- a sample Letter of Intent to Provide a Guaranty.

B.3. Preliminary Interest

In the Illinois Auction, there are a total of six (6) products available for bidding: CPP-A 1-year, CPP-B 1-year, CPP-B 3-year, BGS-LFP 1-year, BGS-FP 1-year, and BGS-FP 3-year. In Table 1.3, please provide your preliminary 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 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 of tranches that you indicate for any one product at 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 (A6) 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 (B6) 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 30 tranches at the Maximum Starting Price (cell (b) of Table 1.1) and 20 tranches at the Minimum Starting Price (cell (a) of Table 1.1). At the Maximum Starting Price, the Qualified Bidder indicates its preliminary interest in each product as:

8 tranches of CPP-A 1-year
2 tranches of CPP-B 1-year
7 tranches of CPP-B 3-year
7 tranches of BGS-LFP 1-year
4 tranches of BGS-FP 1-year
5 tranches of BGS-FP 3-year

The sum of the preliminary interests at the Maximum Starting Price ($8 + 2 + 7 + 7 + 4 + 5 =$

33) can and does exceed the amount of the Indicative Offer at the Maximum Starting Price (30).

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

- 7 tranches of CPP-A 1-year
- 2 tranches of CPP-B 1-year
- 3 tranches of CPP-B 3-year
- 6 tranches of BGS-LFP 1-year
- 4 tranches of BGS-FP 1-year
- 0 tranches of BGS-FP 3-year

The sum of the preliminary interests at the Minimum Starting Price (7 + 2 + 3 + 6 + 4 + 0 = 22) can and does exceed the amount of the Indicative Offer at the Minimum Starting Price (20).

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

Table 1.2 Preliminary Interest

Product	Tranche Target	Load Cap	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 1-year	88	180	(A1)	(B1)
CPP-B 1-year	23		(A2)	(B2)
CPP-B 3-year	69		(A3)	(B3)
BGS-LFP 1-year	37	72	(A4)	(B4)
BGS-FP 1-year	9		(A5)	(B5)
BGS-FP 3-year	26		(A6)	(B6)

B.4. Certifications

Please consult the list of Qualified Bidders for Illinois Auction provided to you upon qualification. The following certifications are those contained in the “Association 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. The final version of the Illinois Auction Rules became available on the Illinois Auction Web site (www.illinois-auction.com) on October 2, 2007. These rules were first proposed in Docket Nos. 05-0159, 05-0160, 05-0161, and 05-0162. These rules are consistent with the ICC Order in Docket 06-0800 dated XXX, 2007.

Please make the following certifications. All Qualified Bidders applying to become Registered Bidders, including each entity to a Bidding Agreement, or a Joint Venture for the purpose of participating in the Illinois Auction, or a Bidding Consortium, or any other arrangement pertaining to participating in the Illinois Auction, must make these certifications. Certification (1) will be required of each Qualified Bidder and will apply from the time of qualification until the time at which you have signed all applicable Supplier Forward Contracts or until the ICC has rejected the results from the Illinois Auction. Certifications (2) to (6) will be required of each Qualified Bidder and will apply from the time of qualification until the Declaration of a Successful Result for the Illinois Auction or until the ICC has taken action regarding the results of the Illinois Auction. Certifications (7) to (9) will be required of each Qualified Bidder and will apply from the date on which you make the certifications. Certification (10) will be required of each Qualified Bidder and will apply from the date on which you make the certifications until the time at which you have signed all applicable Supplier Forward Contracts or until the ICC has rejected the results from the Illinois Auction. Completion of the following certifications signifies your agreement to refrain from taking any action that may affect the accuracy of the certifications during the period to which each certification applies. **Completion of the following certifications also signifies that you warrant that you are unaware of any events or circumstances that may cause these certifications to become untrue during the period to which each certification applies.** Where applicable, if you cannot make a certification, you must disclose the necessary information to explain why you cannot make the certification.

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

Signature of Authorized Representative

Date

If unable to certify item (1), please identify any and all Qualified Bidder(s) with which you are associated along with a description of the nature of any and all associations.

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- (2) Please certify that you have not entered into any agreement with any other Qualified Bidder regarding bidding for the Illinois Auction including, but not limited to, the amount to bid at certain prices; the product(s) on 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 Qualified Bidder(s) explicitly named in part C of your Part 1 Application Form as entities with which you have entered into a Bidding Agreement, or a Joint Venture for the purpose of participating in the Illinois Auction, or a Bidding Consortium, or any other arrangement pertaining to participating in the Illinois Auction.

Signature of Authorized Representative

Date

An **Advisor** is an entity who will be advising or assisting the Qualified Bidder with respect to bidding strategy for the Illinois Auction, estimation of the value of any tranche, or estimation of the risks associated with any tranche.

- (3) You must certify

either: (i) that you have not retained an Advisor;

or: (ii) that you have retained an Advisor and that such Advisor will: (a) not discuss Confidential Information relative to your bidding strategy or Confidential Information regarding the auction process provided by you except with you; (b) not use Confidential Information relative to your bidding strategy or Confidential Information regarding the auction process provided by you for any purpose other than to provide advice to you; (c) be bound by all certifications made by you in your Part 1 Application and in this Part 2 Application; and (d) not provide any similar advice or assistance to any other Qualified Bidder.

Please check here if you are certifying to (i) and sign below.

Signature of Authorized Representative Date

Please check here if you are certifying to (ii) and please a) sign below; and b) identify the Advisor.

Signature of Authorized Representative Date

Name (Person or Persons Serving as Advisor)	Affiliation
_____	_____
_____	_____
_____	_____
_____	_____

If unable to certify item (3), please disclose all reasons in the space provided below. If your Advisor is providing similar advice or assistance to any other Qualified Bidder(s), or if the Advisor has access to Confidential Information relative to any other Qualified Bidder's bidding strategy, or if the Advisor has access to Confidential Information regarding the auction process other than as provided by the Qualified Bidder, you must describe any and all protections (such as confidentiality agreements) that have been put in place to ensure that the Advisor does not serve as a conduit of information between bidders, or as a coordinator of the bidding strategies of multiple bidders.

- (4) Please certify that you are not the purchasing party in any contract for any product in the Illinois Auction, or any component of such product, and (i) that would require the disclosure of any Confidential Information relative to bidding strategy or Confidential Information regarding the auction process to a counterparty under such contract or to any other entity; or (ii) that would provide instructions, direct financial incentives, or other inducements for the Qualified Bidder to act in a way determined by a counterparty under such contract or in concert with any other

bidder participating in the Illinois Auction. Notwithstanding the previous provisions of this certification, prior to the Illinois Auction, you may, during negotiations with an entity other than a Qualified Bidder regarding contractual arrangements for the Qualified Bidder to purchase all components to satisfy any product in the Illinois Auction, or any component of such product, in the event that you become a winning bidder for the Illinois Auction, discuss with a prospective counterparty to such contract the nature of the products or components to be purchased by the Qualified Bidder, the volume of any such products or components, and the prices of such products or components.

Signature of Authorized Representative

Date

If unable to certify item (4), please disclose the contractual arrangements that prevent you from making this certification.

(5) Please certify that you do not have any knowledge of Confidential Information relative to the bidding strategy of any other Qualified Bidder.

Signature of Authorized Representative

Date

If unable to certify item (5), please identify the other Qualified Bidder(s) and the nature of the Confidential Information.

Name of Applicant

- (8) Please certify that if you become a Registered Bidder for the Illinois Auction, you will not, at any time, disclose information regarding the total initial eligibility or the list of Registered Bidders in the Illinois Auction, including the number of Registered Bidders, the identity of any or all Registered Bidders, or the fact that an entity has not been named for further participation in the Illinois Auction.

Signature of Authorized Representative

Date

If unable to certify item (8), please explain.

- (9) Please certify that you will not, at any time, disclose any Confidential Information regarding the auction process other than to: (i) entities that you explicitly named in part C of your Part 1 Application as entities with which you have entered into a Bidding Agreement, or a Joint Venture for the purpose of participating in the Illinois Auction, or a Bidding Consortium, or any other arrangement pertaining to participating in the Illinois Auction; or (ii) bidders with which you are associated as disclosed in this Part 2 Application; or (iii) your Advisor.

Signature of Authorized Representative

Date

If unable to certify item (9), 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 certifications above, that you will not disclose any Confidential Information regarding the auction process other than to: (i) entities explicitly named in part C of your Part 1 Application as entities with which you have entered into a Bidding Agreement, or a Joint Venture for the purpose of participating in the Illinois Auction, or a Bidding Consortium, or any other arrangement pertaining to participating in the Illinois Auction; or (ii) bidders with which you are associated as disclosed in this Part 2 Application; or (iii) your Advisor.

- (10) Please certify that if you become a Registered Bidder for the Illinois Auction, you will not substitute another entity in your place, transfer your rights to another entity, or otherwise assign your status as a Registered Bidder to another entity. Please further certify that you understand that any such substitution, transfer, or assignment shall be null and void and will result in your exclusion from further participating in the Illinois Auction.

Signature of Authorized Representative

Date

Part C. JUSTIFICATION OF OMISSIONS

If you are unable to submit all required documents or to provide all requested information in this Part 2 Application, 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 (one copy unless noted otherwise).

Three (3) original completed Part 2 Application Forms (with original signatures)
[Instructions of the Part 2 Application]

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 a copy of the letter from the Auction Manager approving the modifications. *[sub-part A.1]*

If you are submitting a Pre-Auction Letter of Credit that incorporates modifications which, according to information posted on the Illinois Auction Web site (www.illinois-auction.com), are modifications that are acceptable to ComEd and the Ameren Illinois Utilities, 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. *[sub-part A.1]*

Pre-Auction Letter of Credit *[sub-part B.2]*

A standard Pre-Auction Letter of Credit is available as Appendix C to this Part 2 Application Form and can be downloaded from the Illinois Auction Web site.

Letter of Reference and/or Letter of Intent to Provide a Guaranty *[sub-part B.2], if applicable.*

Samples for the Letter of Reference and a sample Letter of Intent to Provide a Guaranty are available as Appendix D and Appendix E, respectively to this Part 2 Application Form and can be downloaded from the Illinois Auction Web site.

Appendix B – Glossary

Load categories shall be defined in accordance with the applicable tariff from ComEd or the Ameren Illinois Utilities. Remaining defined terms used in the Part 2 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

An Advisor is a person or persons who will be advising or assisting the bidder with respect to bidding strategy for the Illinois Auction, estimation of the value of any tranche, or estimation of the risks associated with providing supply for any tranche.

Ameren Illinois Utilities

The Ameren Illinois Utilities refer to 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.

Applicant

An Applicant is an entity that submits a Part 1 Application Form and any documents required therein or an entity that submits a Part 2 Application Form and any documents required therein.

Association or Associated With

A bidder qualified for the Illinois Auction is associated with another bidder qualified for the Illinois Auction if the two bidders have ties that could allow them to act in concert or that could prevent them from competing actively against each other. Please consult the Association and Confidential Information Rules portion of the Illinois Auction Rules for more precise criteria.

Auction Manager

The person retained by ComEd and the Ameren Illinois Utilities to manage the auction process under the oversight of the ICC Staff.

Authorized Representative

The Authorized Representative is a designated individual who is authorized to represent the Applicant in the Illinois Auction. The Authorized Representative is the only person authorized to designate a person other than him/herself to submit bids in the Illinois Auction. The Authorized Representative is the only person authorized to distribute auction procedures manuals and Confidential Information to other representatives of the Applicant. The integrity of the auction process depends upon each Authorized Representative safeguarding Confidential Information used for the Illinois Auction.

BGS-FP Supplier

A BGS-FP Supplier is a Registered Bidder that has bid and won tranches of a BGS-FP product, and that, upon the Declaration of a Successful Result for the Illinois Auction, enters into an agreement with the Ameren Illinois Utilities under the terms of the BGS-FP Supplier Forward Contract.

BGS-FP Supplier Forward Contract

The BGS-FP Supplier Forward Contract is the agreement between the Ameren Illinois Utilities and a BGS-FP Supplier whereby the Ameren Illinois Utilities purchase energy, capacity and other services from the BGS-FP Supplier to serve a portion of the requirements of the Ameren Illinois Utilities' residential and small business customers under 1,000 kW of demand on a fixed-price service.

BGS-LFP Supplier

A BGS-LFP Supplier is a Registered Bidder that has bid and won tranches of the BGS-LFP product, and that, upon the Declaration of a Successful Result for the Illinois Auction, enters into an agreement with the Ameren Illinois Utilities under the terms of the BGS-LFP Supplier Forward Contract.

BGS-LFP Supplier Forward Contract

The BGS-LFP Supplier Forward Contract is the agreement between the Ameren Illinois Utilities and a BGS-LFP Supplier whereby the Ameren Illinois Utilities purchase energy, capacity and other services from the BGS-LFP Supplier to serve a portion of the requirements of the Ameren Illinois Utilities' large commercial and industrial customers with demand of 1,000 kW or greater on a fixed-price service.

BGS Group

The BGS Group is the collection of the Ameren Illinois Utilities' products in the Illinois Auction. The BGS Group consists of two (2) BGS-FP products of varying contract durations and one (1) BGS-LFP product.

BGS Supplier

A BGS-FP Supplier or a BGS-LFP Supplier.

Bid Participation Fee

The Bid Participation Fee is a fee that is required from all Applicants with their Part 1 Applications and that contributes to covering the administrative costs of the Illinois Auction. The Bid Participation Fee is deducted from any Supplier Fee that a BGS or CPP Supplier would have to pay.

Bidding Agreement (Bidding Arrangement)

Docket 06-0800

Auction Manager Exhibit 1.5

Any agreement between two or more entities, each of which intends to participate in the Illinois Auction, to share information relative to the bidding strategy in the Illinois Auction, to share information regarding round results, to agree upon bids, to agree upon bidding strategy or to coordinate bids during the Illinois Auction.

Bidding Consortium

A group of separate businesses or business people joining together to submit joint bids in the Illinois Auction. A set of companies joining together to supply load for products in the Illinois Auction with each providing different expertise or components.

Bidding Procedure

The Bidding Procedure refers to the method by which bids are submitted in the Illinois Auction. The primary method for submitting bids is through the internet. In case a bidder is having difficulty submitting bids through this primary method, a back-up method is available. The back-up method for submitting bids is by fax.

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 in the Illinois Auction, whether in writing or verbally, which if it were to be made public would likely have an effect on any of the bids that another bidder would be willing to submit for the Illinois Auction. 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 auction process, 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

Docket 06-0800 Auction Manager Exhibit 1.5

the Ameren Illinois Utilities to hold future Auctions, harm consumers, or injure bidders or Applicants. Confidential Information relative to the bidding strategy and Confidential Information regarding the auction process are further defined in the Association and Confidential Information Rules portion of the Illinois Auction Rules.

CPP Supplier

A CPP-A Supplier or a CPP-B Supplier.

CPP-A Supplier

A CPP-A Supplier is a Registered Bidder in the Illinois Auction that has bid and won tranches of the CPP-A product, and that, upon the Declaration of a Successful Result for the Illinois Auction, enters into an agreement with ComEd under the terms of the CPP-A Supplier Forward Contract.

CPP-A Supplier Forward Contract

The CPP-A Supplier Forward Contract is the agreement between ComEd and a CPP-A Supplier whereby ComEd purchases energy, capacity and other services from the CPP-A Supplier to serve a portion of the requirements of ComEd's larger commercial and industrial customers with demand greater than 400 kW on a fixed-price service.

CPP-B Supplier

A CPP-B Supplier is a Registered Bidder in the Illinois Auction that has bid and won tranches of a CPP-B product, and that, upon the Declaration of a Successful Result for the Illinois Auction, enters into an agreement with ComEd under the terms of the CPP-B Supplier Forward Contract.

CPP-B Supplier Forward Contract

The CPP-B Supplier Forward Contract is the agreement between ComEd and a CPP-B Supplier whereby ComEd purchases energy, capacity and other services from the CPP-B Supplier to serve a portion of the requirements of ComEd's residential and smaller commercial customers with demand of 400 kW or less on a fixed-price service.

CPP Group

The CPP Group is the collection of ComEd products in the Illinois Auction. The CPP Group consists of two (2) CPP-B products of varying contract durations and one (1) CPP-A product.

Credit Representative

The Credit Representative of the entity fulfilling the Applicant's financial and credit requirements (the Applicant, its Principal or a Guarantor) is an individual from that entity who can answer questions from the Auction Manager with respect to the credit and financial information requested in the Part 1 and Part 2 Applications.

Declaration of a Successful Result for the Illinois Auction

If, by the close of the fifth business day after the end of the Auction, the ICC does not initiate a formal investigation or other formal proceeding regarding the results of the Illinois Auction, the Auction Manager will make a Declaration of Successful Result for the Illinois Auction. ComEd and the Ameren Illinois Utilities will proceed to acquire supply from winning bidders.

Foreign Applicant

A Foreign Applicant is an Applicant that has not been incorporated or otherwise formed under the laws of a state of the United States or of the District of Columbia.

Foreign Guarantor

A Foreign Guarantor is a Guarantor that has not been incorporated or otherwise formed under the laws of a state of the United States or of the District of Columbia.

Foreign Principal

A Foreign Principal is a Principal that has not been incorporated or otherwise formed under the laws of a state of the United States or of the District of Columbia.

Guarantor

A Guarantor is an entity that is fulfilling the financial and credit requirements on behalf of the Applicant in the Part 1 Application and that would guarantee the Applicant's financial obligations under a Supplier Forward Contract should the Applicant become a BGS or a CPP Supplier.

Group

There are two Groups in the Illinois Auction, namely the CPP Group and the BGS Group.

ICC

The Illinois Commerce Commission.

Illinois Auction Rules

The Illinois Auction Rules describe the process and the rules by which bidders submit bids in the Illinois Auction, bids are processed, final prices are determined and winning bidders emerge. The final version of the Illinois Auction Rules become available on the Illinois Auction Web site (www.illinois-auction.com) on October 2, 2007.

Indicative Offer

The Indicative Offer for the Illinois Auction, submitted with the Part 2 Application, specifies two numbers of tranches. The first number represents the number of tranches that the Qualified Bidder is willing to supply at the Maximum Starting Price. The second number represents the number of tranches that the Qualified Bidder is willing to supply at the Minimum Starting Price.

Joint Venture

An enterprise entered into by two or more persons or entities for profit with the purpose of participating in the Illinois Auction. 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 that after the purpose is completed, bills are paid, profits (or losses) are divided, the Joint Venture is then terminated.

Letter of Intent to Provide a Guaranty

The Letter of Intent to Provide a Guaranty is a letter submitted by the Guarantor acknowledging that the Qualified Bidder has asked the Guarantor to provide a financial guaranty. If required, the Letter of Intent to Provide a Guaranty is provided with the Qualified Bidder's Part 2 Application.

Letter of Reference

The Letter of Reference is a letter submitted by a Qualified Bidder's financial institution providing details of a Qualified Bidder's credit facilities at that financial institution. If required, the Letter of Reference is provided with the Qualified Bidder's Part 2 Application.

Load Cap

A Load Cap for a Group in the Illinois Auction is a maximum number of tranches that any one bidder can bid and win for that Group.

Load Category

A Load Category is a classification of customers for each of ComEd and the Ameren Illinois Utilities for the purposes of the Illinois Auction. Bidders in the Illinois Auction bid to provide full requirements service for at least one Load Category and for at least one supply period.

Market Buyer

A Market Buyer has the meaning ascribed to such term in the PJM Agreements.

Market Participant

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

Market Seller

A Market Seller has the meaning ascribed to such term in the PJM Agreements.

MISO or Midwest ISO

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

MISO Operating Manual

The MISO Operating Manual provides operating instructions, policies and procedures needed to maintain the integrity of the MISO system. The MISO Operating Manual is available at <http://www.midwestiso.org>.

MISO Tariff

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

Maximum Starting Price

The Maximum Starting Price for the Illinois Auction is the maximum price that can be set in round 1 of the Auction for each product. The Auction Manager announces a Maximum Starting Price and a Minimum Starting Price for the Illinois Auction in advance of the Part 1 Application Date. Qualified bidders for the Illinois Auction will, in their Part 2 Applications, submit an Indicative Offer at the Maximum Starting Price.

Minimum Starting Price

The Minimum Starting Price for the Illinois Auction is the minimum price that can be set in round 1 of the Auction for each product. The Auction Manager announces the Maximum Starting Price and a Minimum Starting Price for the Illinois Auction in advance of the Part 1 Application Date. Qualified bidders for the Illinois Auction will, in their Part 2 Applications, submit an Indicative Offer at the Minimum Starting Price.

NITS or Network Integration Transmission Service

Network Integration Transmission Service or “NITS” has the meaning ascribed to such term in the PJM OATT. 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 Notification of Qualification is a letter from the Auction Manager to an Applicant that has successfully submitted to the Part 1 Application Process for the Illinois Auction. The Notification of Qualification advises the Applicant that it has become a Qualified Bidder for the Illinois Auction, provides the list of Qualified Bidders, and instructions that detail the Pre-Auction Security that the Qualified Bidder is required to post if the Qualified Bidder submits a Part 2 Application to become a Registered Bidder.

Notification of Registration

The Notification of Registration is a letter from the Auction Manager to a Qualified Bidder for the Illinois Auction that has successfully submitted to the Part 2 Application Process. The Notification of Registration advises the Qualified Bidder that it has become a Registered Bidder, provides the list of Registered Bidders, provides the initial eligibility, and provides additional information for the final bidder information session and the trial auction.

Part 1 Application

Part 1 Application is the first of the two parts of the single application process for the Illinois Auction. In the Part 1 Application, Applicants are required to provide identifying information and to pay a Bid Participation Fee. Applicants are also required to accept the terms of the Illinois Auction Rules and the applicable Supplier Forward Contracts, to provide financial information for an assessment of their creditworthiness, and to submit to additional requirements to ensure that they have no impediments to meet the requirements or authorizations required by the Supplier Forward Contracts.

Part 1 Application Date

The Part 1 Application Date is the date at which Part 1 Applications are due. The Part 1 Application Date for the second Illinois Auction is November 13, 2007.

Part 1 Application Window

The Part 1 Application Window is the time period during which Part 1 Applications will be processed. Part 1 Applications received before the first day of the Part 1 Application Window will be acknowledged but not processed. All applications will be processed on the date of receipt or the beginning of the Part 1 Application Window, whichever comes later. The Part 1 Application Window for the 2008 Illinois Auction is November 5 to November 13, 2007.

Part 2 Application

The Part 2 Application is the second of the two parts of the single application process for the Illinois Auction. Qualified Bidders applying to become Registered Bidders for the Illinois Auction are required to make a number of certifications regarding Associations and the handling of Confidential Information to ensure that they are bidding independently of other entities in the Illinois Auction and to ensure the confidentiality of information regarding the auction process. Qualified Bidders are also required to submit an Indicative Offer and to submit Pre-Auction Security to support this Indicative Offer.

Part 2 Application Date

The Part 2 Application Date is the date at which Part 2 Applications are due. The Part 2 Application Date for the second Illinois Auction is December 11, 2007.

Part 2 Application Window

The Part 2 Application Window is the time period during which Part 2 Applications will be processed. Part 2 Applications received before the first day of the Part 2 Application

Window will be acknowledged but not processed. All applications will be processed on the date of receipt or the beginning of the Part 2 Application Window, whichever comes later. The Part 2 Application Window for the 2008 Illinois Auction is December 3, 2007 to December 11, 2007.

PJM

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

PJM OA

The PJM OA is the PJM Operating Agreement. The PJM OA is available at <http://www.pjm.com>.

PJM OATT

The PJM OATT means 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 Operating Manual

The PJM Operating Manual provides operating instructions, policies and procedures needed to maintain the integrity of the PJM system. The PJM Operating Manual is available at <http://www.pjm.com>.

PJM West RAA

The PJM West RAA means the PJM West Reliability Assurance Agreement. The PJM West RAA is available at <http://www.pjm.com>.

Pre-Auction Letter of Credit

The Pre-Auction Letter of Credit is a letter of credit that each Qualified Bidder for the Illinois Auction applying to become a Registered Bidder must provide with the Part 2 Application. The Pre-Auction Letter of Credit must be in the amount of \$250,000 per tranche of the Qualified Bidder's Indicative Offer at the Maximum Starting Price.

Pre-Auction Security

The Pre-Auction Security represents additional creditworthiness requirements that a Qualified Bidder for the Illinois Auction must meet when it submits to the Part 2 Application process. The Pre-Auction Security includes, for each Qualified Bidder, a Pre-Auction Letter of Credit in the amount of \$250,000 per tranche of the Indicative Offer at the Maximum Starting Price. The Pre-Auction Security for a Qualified Bidder may also include a Letter of Intent to Provide a Guaranty and/or a Letter of Reference. The Notification of Qualification will provide instructions to each Qualified Bidder regarding the Pre-Auction Security that is required with the Part 2 Application.

Principal

A Principal is an entity for which the Applicant, applying to participate in the Illinois Auction under an agency agreement, is acting as an agent for as specified in such agreement.

Product

A product in the Illinois Auction is a given Load Category for a given supply period. The Illinois Auction has six (6) products: CPP-A 1-year, CPP-B 1-year, CPP-B 3-year, BGS-LFP 1-year, BGS-FP 1-year, and BGS-FP 3-year.

Qualified Bidder

A Qualified Bidder for the Illinois Auction is an entity that successfully submits to the Part 1 Application process.

Registered Agent in Illinois (Applicant)

The Applicant's Registered Agent in Illinois must be 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; and authorized and agree to accept service of process on the Applicant's behalf.

Registered Agent in Illinois (Guarantor)

The Guarantor's Registered Agent in Illinois must be 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; and authorized and agree to accept service of process on the Guarantor's behalf.

Registered Bidder

A Registered Bidder for the Illinois Auction is a Qualified Bidder who has successfully submitted to the Part 2 Application process.

Supplier Forward Contract

Supplier Forward Contract means the BGS-FP Supplier Forward Contract, or the BGS-LFP Supplier Forward Contract, or the CPP-B Supplier Forward Contract, or the CPP-A Supplier Forward Contract.

Tranche

A tranche for a given Load Category represents a given specific percentage of that Load Category.

Web site

www.illinois-auction.com

Appendix C - Standard Pre-Auction Letter of Credit

[On Issuing Bank's Letterhead]

IRREVOCABLE 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 Illinois Utilities (Central Illinois Light Company d/b/a AmerenCILCO ("AmerenCILCO") and Central Illinois Public Service Company d/b/a AmerenCIPS ("AmerenCIPS") and Illinois Power Company d/b/a AmerenIP ("AmerenIP") – collectively "Ameren".)

1. We hereby establish this Irrevocable 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_, [90 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 Illinois Auction; or has violated any provision, rule or requirement set forth in the Rules; or
 - b) has a winning bid in the Illinois Auction and fails to execute the applicable Supplier Forward Contract(s) within three (3) business days of the Declaration of a Successful Result for the Illinois Auction 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 Illinois Auction and fails to meet the creditworthiness requirements of the applicable Supplier Forward Contract(s) within three (3) business days of the Declaration of a Successful Result for the Illinois Auction 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 that such non-conforming demand for payment was not effected 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.: _____

Central Illinois Light Company d/b/a AmerenCILCO

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

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

Central Illinois Public Service Company d/b/a AmerenCIPS

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

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

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 International Standby Practices 1998 (International Chamber of Commerce Publication No. 590), or any successor publication thereto (the "ISP"), as it applies to this Letter of Credit is hereby modified to provide as follows:

If on the last Business Day for presentation the place for presentation stated in this Letter of Credit is for any reason closed, then the last day for presentation is automatically extended to the day occurring thirty calendar days after the place for presentation re-opens for business.

Rule 3.14(b) of the ISP is hereby modified by providing that any alternate place for presentation we may designate pursuant to this rule must be in the United States.

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 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.

"Illinois Auction" shall mean the Illinois Auction process used to procure CPP-A, CPP-B, BGS-FP, and BGS-LFP Supply as originally proposed in Docket Nos. 05-0159, 05-0160, 05-0161 and 05-0162, and consistent with the Commission Order in Docket 06-0800 dated XXX, 2007.

"Rules" shall mean the Illinois Auction Rules, which were originally in Docket Nos. 05-0159, 05-0160, 05-0161 and 05-0162, and consistent with the Commission Order in Docket 06-0800 dated XXX, 2007.

"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 each

of the Ameren Companies will be contracting for the provision of BGS-FP or BGS-LFP Supply, from a supplier pursuant to the authorization provided under Commission Order and as originally proposed in Docket Nos. 05-0159, 05-0160, 05-0161, and 05-0162. These contracts are consistent with the Commission Order in Docket 06-0800 dated XXX, 2007.

12. This Letter of Credit is not transferable. This Letter of Credit is subject to and shall be governed by the ISP except to the extent that the terms hereof are inconsistent with the provisions of the ISP, in which case the terms of this Letter of Credit shall govern. This Letter of Credit shall, as to matters not governed by the ISP or matters inconsistent with the ISP, be governed and construed in accordance with the laws of the State of [New York], 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, or "A2" or higher from Moody's Investors Service.
15. This original Letter of Credit has been sent to the Auction Manager at 70 West Madison Street, Three First National Plaza, Suite 680, Chicago, IL 60602 (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: _____

Name:

Title:

Date:

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 AmerenCILCO, (USD) \$_____ is to be paid to AmerenCIPS, and (USD) \$_____ is to be paid to 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) – (c) of Paragraph 2 of the Letter of Credit).
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:

Central Illinois Light Company d/b/a
AmerenCILCO

By _____

Name:

Title:

Date:

Central Illinois Public Service Company d/b/a
AmerenCIPS

By _____

Name:

Title:

Date:

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

By _____
Name:
Title:
Date:

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.

Central Illinois Light Company d/b/a
AmerenCILCO
By _____
Name:
Title:
Date:

Commonwealth Edison Company
By _____
Name:
Title:
Date:

Central Illinois Public Service Company
d/b/a AmerenCIPS
By _____
Name:
Title:
Date:

Illinois Power Company d/b/a AmerenIP
By _____
Name:
Title:
Date:

cc: _____ [Bidder]

Appendix D – Samples for Letter of Reference

Sample 1 _____ (Date)

Letter of Reference No. _____

To: Commonwealth Edison Company; and The Ameren Illinois Utilities (Central Illinois Light Company d/b/a AmerenCILCO; and 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 Illinois Auction.

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 “A2” or higher from Moody’s Investors Service.

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

Sincerely,

PRINT FULL NAME (Bank)

TITLE and COMPANY (Bank)

Authorized Signature (Bank)

Ladies and Gentlemen,

We _____ (“Bidder”) certify that we have obtained this letter of reference 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.

PRINT FULL NAME (Bidder)

TITLE and COMPANY (Bidder)

Authorized Signature (Bidder)

Sample 2

_____ (Date)

Letter of Reference No. _____

To: Commonwealth Edison Company; and The Ameren Illinois Utilities (Central Illinois Light Company d/b/a AmerenCILCO; and 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 Illinois Auction

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 “A2” or higher from Moody’s Investors Service.

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

PRINT FULL NAME (Bank)

TITLE and COMPANY (Bank)

Authorized Signature (Bank)

Ladies and Gentlemen,

We _____ (“Bidder”) certify that we have obtained this letter of reference 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.

PRINT FULL NAME (Bidder)

TITLE and COMPANY (Bidder)

Authorized Signature (Bidder)

Sample 3

_____ (Date)

Letter of Reference No. _____

To: Commonwealth Edison Company; and The Ameren Illinois Utilities (Central Illinois Light Company d/b/a AmerenCILCO; and 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 Illinois Auction.

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 “A2” or higher from Moody’s Investors Service.

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

Sincerely,

PRINT FULL NAME (Bank)

TITLE and COMPANY (Bank)

Authorized Signature (Bank)

Ladies and Gentlemen,

We _____ (“Bidder”) certify that we have obtained this letter of reference 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.

PRINT FULL NAME (Bidder)

TITLE and COMPANY (Bidder)

Authorized Signature (Bidder)

Appendix E – Sample Letter of Intent to Provide a Guaranty

_____ (Date)

To: Commonwealth Edison Company; and The Ameren Illinois Utilities (Central Illinois Light Company d/b/a AmerenCILCO; and 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 Illinois Auction.

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 Illinois Auction, 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,

PRINT FULL NAME (Guarantor)

TITLE and COMPANY (Guarantor)

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.

PRINT FULL NAME (Bidder)

TITLE and COMPANY (Bidder)

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 the Illinois Auction 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 the Ameren Illinois Utilities is provided as Appendix C and is posted on the Illinois Auction Web site. The process for proposing changes to the form of the Pre-Auction Letter of Credit is explained below.

ComEd and the Ameren Illinois Utilities 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 Letter of Credit included in the Part 2 Application materials. Participants in the Illinois Auction can satisfy the pre-auction security requirements using the standard Pre-Auction Letter of Credit and be assured that the standard Pre-Auction Letter of Credit is acceptable to ComEd and the Ameren Illinois Utilities.

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, BGS-FP, and BGS-LFP Supplier Forward Contracts. The standard letters of credit acceptable to ComEd and the Ameren Illinois Utilities for satisfying credit requirements under these contracts is included as Appendix E to these contracts and can also be found on the Web site (www.illinois-auction.com).

ComEd and the Ameren Illinois Utilities will allow any Qualified Bidder to submit non-material changes to these “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 letters 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 the Ameren Illinois Utilities.

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 Letter of Credit or Post-Auction Letter of Credit and the ground rules for consideration by ComEd and the Ameren Illinois Utilities of the changes to forms of letters 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 the Ameren Illinois Utilities accept from any one supplier must be substantively the same as the letter of credit that ComEd and the Ameren Illinois Utilities will accept from all other suppliers. This also means that any non-material change proposed by one supplier and accepted by ComEd and the Ameren Illinois Utilities will also be accepted for all other suppliers that may wish to make the same change. Thus, while ComEd and the Ameren Illinois Utilities 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 letters of credit. The Auction Manager will then remove any information identifying the proposing party and forward it to ComEd and the Ameren Illinois Utilities. ComEd and the Ameren Illinois Utilities will determine, with the consultation of outside counsel, whether the changes to the forms of letters of credit are more than stylistic or formal changes. For each proposed change, ComEd and the Ameren Illinois Utilities 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 the Ameren Illinois Utilities. Proposing bidders will be permitted to rely on revised forms of letters of credit only if resubmitted with the changes that have been identified by ComEd and the Ameren Illinois Utilities as acceptable.

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

Timetable

ComEd and the Ameren Illinois Utilities require Qualified Bidders that wish to secure approval of changes to the letters of credit 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 forms of the letters of credit are acceptable to ComEd and the Ameren Illinois Utilities before Part 2 Applications are due. The deadline to submit proposed changes to the forms of letters of credit is November 27, 2007.

The Auction Manager will provide the proposing parties with written notice of the decisions on modifications to the Pre-Auction Letter of Credit taken by ComEd and the Ameren Illinois Utilities on or before December 3, 2007. The Auction Manager will provide the proposing parties with written notice of the decisions on modifications to the Post-Auction Letter of Credit taken by ComEd and the Ameren Illinois Utilities on or before December 7, 2007. The Auction Manager will post to the Illinois Auction Web site (www.illinois-auction.com) all changes that have proved acceptable to ComEd and the Ameren Illinois Utilities.

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 (CPT), November 27, 2007
Auction Manager informs proposing parties of decision on modifications to the Pre-Auction Letter of Credit	December 3, 2007
Auction Manager informs proposing parties of decision on modifications to the post-auction letter of credit	December 7, 2007
Completed Part 2 Applications due (including approved Pre-Auction Letter of Credit)	December 11, 2007

End of Part 2 Application Form
