

(vii) The BGS-FP Supplier will be a Market Participant in good standing with the MISO, responsible for the provision of BGS-FP Supply for the BGS-FP Supplier Responsibility Share. The BGS-FP Supplier shall register and accept the Delivery Point with the MISO, as the Delivery Point is defined by the Company.

(viii) The BGS-FP Supplier will maintain all regulatory approvals and certifications necessary to permit its performance under this Agreement.

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

(x) The BGS-FP Supplier will pay to the Company a fee of \$[Company portion of the supplier fee] per Tranche, which represents the Company's portion of the \$[total supplier fee] supplier fee announced prior to the Illinois Auction, for each Tranche comprising the BGS-FP Supplier's BGS-FP Supplier Responsibility Share, in order to reimburse the Company for the total costs of the Illinois Auction and related costs associated with providing BGS-FP administration less the portion of the funds received through the Bid Participation Fee that are allocated to the Company (the "Supplier Fee").

(xi) The BGS-FP Supplier will satisfy the Renewable Energy Portfolio Standards set forth in Appendix H.

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

(xiii) The BGS-FP Supplier shall identify the resource or resources that it will use to provide Capacity to the Company necessary to permit the Company to satisfy its Resource Adequacy Requirements no later than April 1 of each year of the Term, and as otherwise necessary to permit the Company to satisfy the aforementioned Resource Adequacy Requirements. The BGS-FP Supplier shall identify to the Company the resource or resources that it will use the following MISO planning year to provide Capacity to the Company pursuant to the terms of this Agreement. The BGS-FP Supplier shall notify the Company within twenty-four (24) hours of any change in the resource or resources that it will use (or is using) to provide Capacity to the Company pursuant to the terms of this Agreement.

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

(xv) If the BGS-FP Supplier files this Agreement with FERC accompanied by a request by the BGS-FP Supplier under Section 205 of the Federal Power Act for the Agreement to be accepted and/or approved by FERC: (a) the BGS-FP Supplier shall submit such a filing no later than March 1, 2008, and (b) such filing shall contain a request that FERC permit this Agreement become effective as of June 1, 2008.

(xvi) The BGS-FP Supplier will comply in a timely manner with all obligations imposed upon it by this Agreement.

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

(xviii) The BGS-FP Supplier will comply with all obligations, rules and regulations, as established and interpreted by the MISO, that are applicable to it in connection with its performance under this Agreement.

2.1.b Obligations of the Company

The Company hereby agrees as follows:

(i) The Company will accept delivery of BGS-FP Supply provided by the BGS-FP Supplier pursuant to Section 2.1.a(i) and (v), provided that in no case shall the Company be obligated to accept BGS-FP Supply greater than the BGS-FP Supplier Responsibility Share of the BGS-FP Load.

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

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

(iv) The Company will procure Network Integration Transmission Service sufficient to permit BGS-FP Load to be served from sources within MISO or from receipts at MISO border points. The Company will be a Load Serving Entity with respect to BGS-FP Load and will be responsible for congestion costs from the Delivery Point to the BGS-FP Customers. The Company, shall be responsible for defining the Commercial Pricing Node which constitutes the Delivery Point.

(v) The Company will provide to the BGS-FP Supplier

(a) its estimated aggregate load obligation (in MW's) for Capacity for each Supply Day twenty (20) days prior to the Supply Day, and its final estimated load obligation in MW's for Capacity for each Supply Day five (5) days prior to the Supply Day; provided however, the Company will provide to the BGS-FP Supplier its then current BGS-FP Peak Load Share based on the Company's then current BGS-FP Load on the first Business Day of each month after the Effective Date, until and including the first Business Day of the month in which the Delivery Period begins, and

(b) via posting to a website on the Business Day prior to delivery, a nonbinding, good faith hourly forecast of aggregate loads for (1) all customers ~~Customers~~ taking BGS Supply from the Company, separated by the source of supply – namely, BGS-FP, ~~BGS-LFP and BGS-LRTP~~ and BGS-LFP ~~and (2) those Customers taking service under the Company's Rider RTP-L or one or more interruptible service tariffs offered by the Company.~~

(c) Each Business Day, from the Effective Date through the end of the Delivery Period, the Company will provide to the BGS-FP Supplier Switching Statistics and Detailed Switching Statistics, Customer Counts and Size

Distributions; provided, however, that in order to protect the confidentiality of individual Customer information, such data for any given customer class shall not be posted until such time that the data would represent a change involving seven (7) or more Customers in that customer class.

(d) Each Business Day, from the Effective Date through the end of the Delivery Period, the Company will provide to the BGS-FP Supplier the BGS-FP Peak Load Share and the historical associated electricity usage, for each of the customer load classes.

(e) The Company will provide to the BGS-FP Supplier a preliminary indication of the BGS-FP Load for each operating day no later than 4 p.m. CPT of the next Business Day, provided, however, that it is explicitly acknowledged that such data is not the same data as will be provided to the MISO for settlements, but rather, represents a scaling of the day-ahead forecast provided to the BGS-FP Supplier as detailed in Section 2.1.b(v)(b), using preliminary actual load data for the applicable Balancing Authority.

The use of such forecasts by the BGS-FP Supplier shall be at its sole discretion and the Company shall not be liable for any consequences arising from their use for any purpose by the BGS-FP Supplier.

(vi) The Company will transfer or assign to the BGS-FP Supplier, the Company's rights to ARR/FTRs to which the Company is otherwise entitled pursuant to the MISO Agreements, provided that such rights are related to the BGS-FP Supplier Responsibility Share of the BGS-FP Supply. All rights and obligations associated with such ARR and FTRs will accrue to the BGS-FP Supplier through the transfer or assignment from the Company to the

BGS-FP Supplier including the ability of the BGS-FP Supplier to request or nominate such FTRs when applicable.

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

(vii) The Company will comply in a timely manner with all obligations under this Agreement imposed upon the Company.

(viii) The Company will maintain all regulatory approvals and certifications necessary to permit its performance under this Agreement.

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

(x) The Company shall have full responsibility for metering, billing and distribution services with respect to Customers and the BGS-FP Supplier shall have no responsibility with respect thereto (including responsibility for the payment of distribution charges).

2.2 MISO Services

The BGS-FP Supplier shall make all necessary arrangements for the delivery of BGS-FP Supply to the Delivery Point through the MISO. The Company will advise each of the BGS-FP Suppliers of their actual Capacity obligation, Resource Adequacy Requirements (as such apply to MISO's Module E), or other requirements related to the provision of service under this Agreement by the BGS-FP Supplier arising under the MISO Agreements which are not communicated directly to the BGS-FP Supplier by the MISO or Local Balancing Authority. The BGS-FP Supplier shall remain responsible to the MISO for the performance of its obligations associated with the provision of BGS-FP Supply to the Delivery Point under this Agreement until this Agreement is terminated pursuant to Article 4.

2.3 Communications and Data Exchange

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

Electronic information exchange between the BGS-FP Supplier and the Company under this Agreement shall employ a BGS-FP Supplier identification number, assigned by the Company, which shall be consistent with the BGS-FP Supplier's Dunn & Bradstreet Business number. The BGS-FP Supplier must be equipped with the communications capabilities necessary to comply with the communications and data exchange standards that are set by and as may, from time to time, be modified by the MISO, and must bear the costs of putting in place

and successfully testing all required information technology systems of the BGS-FP Supplier that will enable it to send data to and receive data from the Company and the MISO and to satisfy its obligations under this Agreement, the MISO Agreements and all other relevant agreements.

2.4 Record Retention

The Parties shall retain for a period of at least two (2) years following the expiration of the Term, necessary records so as to permit the Parties to confirm the accuracy of any Statement or calculation of payments due hereunder; provided, however, that if a Party has provided notice in accordance with Article 9 that it disputes the accuracy of any Statement or calculation of any payments, the Parties agree that they shall retain all records related to such dispute until the dispute is finally resolved. The Parties further agree to retain any records in accordance with any requirements imposed by the Applicable Legal Authorities.

2.5 Verification

In the event of a good faith dispute regarding any Statement issued or payment due under this Agreement, and provided that a mutually acceptable confidentiality agreement is executed by the Parties, each Party will have the right to verify, at its sole expense, the accuracy of the Statement or the calculation of the payment due by obtaining copies of relevant portions of the books and records of the other Party. The right of verification will survive the termination of this Agreement for a period of two (2) years after expiration of the Term.

2.6 Existing State Law Obligations

Nothing in this Agreement transfers or assigns any obligation to the BGS-FP Supplier that belongs to the Company under the Applicable Legal Authorities.

ARTICLE 3. REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 BGS-FP Supplier's Representations, Warranties and Covenants

The BGS-FP Supplier hereby represents, warrants and covenants to the Company as follows:

(i) The BGS-FP Supplier is a corporation, partnership, limited liability company or other legal entity, as set forth in Appendix A hereto, duly organized, validly existing and in good standing under the laws of the State of Illinois or, if another jurisdiction, is duly registered and authorized to do business and is in good standing in all jurisdictions in which such registration and authorization is required in order to perform its obligations under this Agreement.

(ii) The BGS-FP Supplier has all requisite power and authority to execute and deliver this Agreement and to carry on the business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder.

(iii) The execution and delivery of this Agreement and the performance of the BGS-FP Supplier's obligations hereunder have been duly authorized by all necessary action on the part of the BGS-FP Supplier and do not and will not conflict with, or constitute a breach of or default under, any of the terms, conditions, or provisions of the BGS-FP Supplier's certificate of incorporation or bylaws or any indenture, mortgage, other evidence of indebtedness, or other agreement or instrument or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which the BGS-FP Supplier is a party or by which the BGS-FP Supplier or any of its properties is bound or subject.

(iv) All necessary and appropriate action that is required on the BGS-FP Supplier's part to execute this Agreement has been completed.

(v) This Agreement is the legal, valid and binding obligation of the BGS-FP Supplier, enforceable in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditor's rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or law.

(vi) There are no actions at law, suits in equity, proceedings (including investigations, arbitrations and audits) or claims pending or, to the BGS-FP Supplier's knowledge, threatened against the BGS-FP Supplier before any federal, state, foreign or local court, tribunal or government agency or authority that might materially delay, prevent or hinder the BGS-FP Supplier's performance of its obligations hereunder.

(vii) The BGS-FP Supplier has made all decisions regarding this Agreement (including regarding the suitability thereof) based upon its own judgment and any advice from such advisors as it has deemed necessary and not in reliance upon any view expressed by the Company. No assurances were given to it by the Company of any financial results to be anticipated by entering into this Agreement; and it has entered into this Agreement with a full understanding of the material terms and risks of the same, and it is capable of assuming those risks.

(viii) At the commencement of the Delivery Period, the BGS-FP Supplier will be a Market Participant in good standing with the MISO and will be in compliance, and will continue to comply throughout the Delivery Period with all obligations, rules, regulations and agreements, as established and interpreted by the MISO, that are applicable to it in connection with the BGS-FP Supplier's performance of its obligations under this Agreement.

(ix) The BGS-FP Supplier will comply with any and all information and data transfer protocols that may be adopted by the Company or that are set by, and from time to time

modified by, the ICC; provided, however, that the BGS-FP Supplier shall be entitled to exercise its reserved right to challenge any such protocols in the appropriate forum.

(x) The BGS-FP Supplier will have and maintain, during the Delivery Period, all regulatory approvals and certifications necessary to permit its performance under this Agreement.

(xi) Unless determined by a court of competent jurisdiction to the contrary, the BGS-FP Supplier is, and will continue to be for the Term, a Forward Contract Merchant and a Master Netting Agreement Participant with respect to the Energy supplied under this Agreement to the Company.

(xii) This Agreement is for the purchase and sale of the full electricity requirement (including, without limitation Energy, Resource Adequacy Requirements, Capacity and any charges and services that the MISO or the Applicable Legal Authorities may, at any time, impose on or require for the delivery of BGS-FP Supply, but excluding Network Integration Transmission Service) of the BGS-FP Load that will be delivered in quantities expected to be used or sold over a defined period(s) in the normal course of business. In addition, as provided in Section 2.1.a(iv), the BGS-FP Supplier shall be responsible for compensating the Company for its Ancillary Services Costs, and the MISO Invoice Reimbursement Amounts.

3.2 The Company's Representations, Warranties and Covenants

The Company hereby represents, warrants and covenants to the BGS-FP Supplier as follows:

(i) The Company is an electric utility corporation duly organized, validly existing and in good standing under the laws of the State of Illinois.

(ii) The Company has all requisite power and authority to carry on the business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder.

(iii) The execution and delivery of this Agreement and the performance of the Company's obligations hereunder have been duly authorized by all necessary action on the part of the Company and do not and will not conflict with, constitute a breach of or default under, any of the terms, conditions, or provisions of the Company's certificate of incorporation or bylaws or any indenture, mortgage, other evidence of indebtedness, or other agreement or instrument or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which the Company is a party or by which the Company or any of its properties is bound or subject.

(iv) All necessary and appropriate action that is required on the Company's part to execute this Agreement has been completed.

(v) This Agreement is the legal, valid and binding obligation of the Company, enforceable in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditor's rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or law.

(vi) There are no actions at law, suits in equity, proceedings (including investigations, arbitrations and audits) or claims pending or, to the Company's knowledge, threatened against the Company before any federal, state, foreign or local court, tribunal or governmental agency or authority that might materially delay, prevent or hinder the Company's performance of its obligations under this Agreement.

(vii) The Company is, or will be as of the Delivery Start Date, an LSE in good standing with the MISO and is, or will be as of the Delivery Start Date, in compliance, and will continue to comply with all obligations, rules and regulations, as established and interpreted by the MISO, that are applicable to it in connection with its performance under this Agreement.

(viii) The Company is not relying upon the advice or recommendations of the BGS-FP Supplier in entering into this Agreement and no assurances were given to it by the BGS-FP Supplier of any financial results to be anticipated by entering into this Agreement; and it has entered into this Agreement with a full understanding of the material terms and risks of the same, and it is capable of assuming those risks.

(ix) The Company's performance under this Agreement is not contingent upon the performance of Customers or the ability of Customers to pay rates.

(x) The Company shall have full responsibility for metering, billing and delivery with respect to Customers and the BGS-FP Supplier shall have no responsibility to provide or pay for such metering, billing and delivery.

(xi) The Company shall be responsible for distribution services and the BGS-FP Supplier shall not be responsible for providing distribution services or paying distribution charges.

(xii) Unless determined by a court of competent jurisdiction to the contrary, the Company is, and will remain for the Term, a Forward Contract Merchant and a Master Netting Agreement Participant with respect to the Energy purchased pursuant to this Agreement.

(xiii) The Company will comply with any and all information and data transfer protocols that may be adopted by the Company or that are set by, and from time to time

modified by, the ICC; provided, however, that the Company shall be entitled to exercise its reserved right to challenge any such protocols in the appropriate forum.

(xiv) The Company will have and maintain, during the Delivery Period, all regulatory approvals and certifications necessary to permit its performance under this Agreement.

3.3 Joint Representations, Warranties and Covenants

Each Party hereby represents, warrants and covenants that this Agreement is for the purchase and sale of BGS-FP Supply that will be delivered in quantities expected to be used or sold over a defined period(s) in the normal course of business. It is the intention at the inception and throughout the Term that the fulfillment of the BGS-FP Supplier's obligation under Section 2.1.a(i) will result in physical delivery of BGS-FP Supply and not financial settlement, and that the quantity of BGS-FP Supply that the BGS-FP Supplier must deliver and that the Company must accept for delivery will be determined by the requirements of the BGS-FP Load, and, as such, this Agreement does not provide for an option by any Party with respect to the quantity of BGS-FP Supply to be delivered or received during performance of the Agreement.

3.4 Survival of Obligations

All representations, warranties and covenants contained in this Article 3 are of a continuing nature and shall be maintained during the Term of this Agreement. If a Party learns that any of the representations, warranties or covenants in this Agreement are no longer true during the term of this Agreement, the Party shall immediately notify the other Party in accordance with Section 15.1 via facsimile, with a hard copy of the notice delivered by overnight mail.

ARTICLE 4. COMMENCEMENT AND TERMINATION OF AGREEMENT

4.1 Term and Delivery Period

This Agreement shall become effective as of the Effective Date and shall continue in effect for a period ending at the end of HE 2400 CPT on the Termination Date (the "Term") provided, however, that: (i) termination of this Agreement for any reason shall not relieve the Company or the BGS-FP Supplier of any obligation accrued or accruing prior to such termination, (ii) applicable provisions of this Agreement shall continue in effect after termination to the extent necessary to provide for final billings, settlements, payments and adjustments, (iii) termination of this Agreement for an Event of Default shall not deprive the Non-Defaulting Party of its rights and remedies to recover its full damages as provided elsewhere in this Agreement, and (iv) those provisions designated or described in Sections 14.2 and 15.13(iii) shall survive termination.

The provision of BGS-FP Supply shall commence at the beginning of HE 0100 CPT on the Delivery Start Date and shall end at the end of HE 2400 CPT on the Termination Date (the "Delivery Period").

4.1.a Early Termination

This Agreement may be terminated in whole or in part prior to the Natural Termination Date pursuant to the following:

(ii) By mutual agreement of the Company and the BGS-FP Supplier, as provided in Section 4.2;

(iii) By the Company or the BGS-FP Supplier, as provided in Sections 5.2 and 5.4; or

(iv) By the decision of any Party to terminate any other agreement between the Parties for the provision of BGS Supply, as provided in Section 5.4.e;

If this Agreement is terminated pursuant to the provisions of clauses (i), (ii) or (iii) above, the effective date of such termination shall be deemed the Early Termination Date. Early Termination gives rise to the Non-Defaulting Party's rights and remedies under Articles 4 and 5. The Parties further agree that no Party shall have the right to terminate this Agreement based solely on: (a) the BGS-FP Supplier's ability to sell the Capacity and/or Energy hereunder for a price greater than the price the Company is paying the BGS-FP Supplier hereunder; or (b) the Company's ability to purchase the Capacity and/or Energy hereunder at a price less than the price the Company is paying the BGS-FP Supplier hereunder.

4.1.b Termination of Right to Supply BGS-FP

The BGS-FP Supplier agrees that, notwithstanding any provision of this Agreement to the contrary, termination of this Agreement for reason of an Event of Default by the BGS-FP Supplier shall terminate any right of the BGS-FP Supplier to provide BGS-FP Supply to ~~each~~the Company ~~to which the BGS-FP Supplier has defaulted~~ and thereafter nullify any of the entitlements to which the BGS-FP Supplier became entitled as a result of being selected as a winning bidder in the Illinois Auction (including, without limitation, the right to register as a Market Participant for the Delivery Point) for the Company. Provided, however, nothing in this subsection shall be construed to prevent the BGS-FP Supplier from receiving the benefits of this Agreement, to which it is entitled as of the Termination Date, including the right to receive a Termination Payment if one is due to the BGS-FP Supplier upon such termination.

4.2 Mutual Termination

The Company and the BGS-FP Supplier may agree at any time during the Term to terminate their respective rights and obligations hereunder on such terms and under such conditions that they mutually deem to be appropriate as set forth in a mutual termination agreement reasonably acceptable in form and substance to the Company and the BGS-FP Supplier ("Mutual Termination Agreement"); provided, however, that the Company agrees that it

shall enter into a Mutual Termination Agreement which will discharge the BGS-FP Supplier with respect to liabilities arising after the effective date of the Mutual Termination Agreement if the following conditions precedent are met: (i) the BGS-FP Supplier identifies a replacement supplier willing to assume all obligations of the BGS-FP Supplier hereunder for the remaining Term (the "Replacement BGS-FP Supplier"); (ii) the Replacement BGS-FP Supplier demonstrates to the satisfaction of the Company its compliance with Article 6, as of the effective date of the Mutual Termination Agreement; (iii) the Replacement BGS-FP Supplier executes a counterpart signature page to this Agreement and thereby becomes a Party under this Agreement, effective immediately following the effective date of the Mutual Termination Agreement; and (iv) the BGS-FP Supplier is not, to the belief or knowledge of the Company, subject to an Event of Default as of the effective date of the Mutual Termination Agreement or, if the Company believes that the BGS-FP Supplier may be subject to an Event of Default, either (a) the Company has determined that, as of the effective date of the Mutual Termination Agreement, it has not incurred any Damages as a result of the Event of Default or (b) if the Company has determined, as of the effective date of the Mutual Termination Agreement, that it may have incurred Damages as a result of the Event of Default, that the Replacement BGS-FP Supplier has agreed in writing to be responsible for the payment of such Damages or to otherwise cure the Event of Default, in either case to the satisfaction of the Company.

4.3 Forward Contract and Master Netting Agreement

The Parties acknowledge that this Agreement is a Forward Contract and Master Netting Agreement, the Parties are Forward Contract Merchants and Master Netting Agreement Participants with respect to this Agreement, and, accordingly, the Parties hereto are entitled to the protections of the Safe Harbor Provisions of the Bankruptcy Code. The Parties therefore agree that this Agreement may be terminated and the remedies hereunder exercised by either Party upon the commencement of a proceeding by the other Party under any chapter of the

Bankruptcy Code, and that the automatic stay of Section 362(a) of the Bankruptcy Code shall not apply to such termination or to the exercise of the remedies set forth herein.

ARTICLE 5. BREACH AND DEFAULT

5.1 Events of Default

An "Event of Default" under this Agreement shall occur if a Party (the "Defaulting Party"):

- (i) is the subject of a voluntary bankruptcy, insolvency or similar proceeding;
- (ii) makes an assignment for the benefit of its creditors;
- (iii) applies for, seeks consent to, or acquiesces in the appointment of a receiver, custodian, trustee, liquidator or similar official to manage all or a substantial portion of its assets;
- (iv) is dissolved (other than pursuant to a consolidation, amalgamation or merger) or is the subject of a Merger Event;
- (v) has a secured party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets;
- (vi) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (vii) in the case of the BGS-FP Supplier, fails to obtain by the commencement of the Delivery Period or loses its authority or ability to make purchases from or sales into the MISO markets, or fails to comply with Section 3.1 (viii) or the MISO or Local Balancing Authority holds the Company responsible for the provision or payment of Energy, Resource Adequacy

Requirements or Capacity to meet the BGS-FP Supplier Responsibility Share under this Agreement;

(viii) fails to comply with the Creditworthiness standards as set forth in Article 6, including, without limitation, failure to post any Margin due under Section 6.6, within the time frames set forth in this Agreement;

(ix) is the subject of an involuntary bankruptcy or similar proceeding and such proceeding is not stayed, withdrawn, or dismissed within fifteen (15) Business Days after the filing of such proceeding;

(x) violates any federal, state or local code, regulation or statute applicable to the supply or receipt of Energy or Capacity in a manner that materially, and adversely, affects the Party's performance under this Agreement, including by way of failure to continually satisfy all applicable FERC requirements, defaults on any obligation or other failure to comply with MISO requirements under the MISO Agreements or fails to comply with the Renewable Energy Portfolio Standards, such as may apply, with respect to the BGS-FP Supplier Responsibility Share;

(xi) fails to pay the other Party when payment is due;

(xii) is unable or fails to pay debts or bills, including bills or invoices from MISO for the payment of Energy, Capacity, Ancillary Services and the other services listed on Appendix C as belonging to the BGS-FP Supplier, as they become due;

(xiii) in the case that the Company, fails to accept BGS-FP Supply properly tendered by BGS-FP Supplier under this Agreement or fails to procure transmission rights or prior to the establishment of a MISO Ancillary Services Market for a given service, fails to procure those Ancillary Services needed to ensure the Company's performance under this

Agreement; provided, however, that the Company shall not be required to accept quantities of Energy or other component of BGS-FP Supply utilized by Customers on an instantaneous basis as a function of electrical load, in excess of such ~~Customer~~Customers's instantaneous consumption of such component of BGS-FP Supply;

(xiv) fails to satisfy any other material obligation under this Agreement not listed above;

(xv) makes a materially incorrect or misleading representation or warranty under this Agreement;

(xvi) commits an act or makes an omission that constitutes an "Event of Default" under any other agreement(s) for the provision of BGS Supply between the Company and the BGS-FP Supplier;

(xvii) fails to have at the commencement of the Delivery Period or loses during the Delivery Period any authorization granted by the FERC or any other governmental entity, SERC or NERC needed to perform its obligations under this Agreement;

and fails to remedy such condition, event or delinquency herein above described such that the Non-Defaulting Party is completely made whole with respect to such condition, event or delinquency, within three (3) Business Days of receipt of written notice thereof from such Non-Defaulting Party, except as provided otherwise in subsection (ix) above; provided, however, that an Event of Default shall be deemed to have occurred immediately, without any need for the provision of notice thereof by the Non-Defaulting Party and without any right of cure on the part of the Defaulting Party, in the event of the occurrence of a condition, event or delinquency described in subsections subsections (i), (ii), (iii), (iv), (v), (vi), (vii), (viii) or (ix) above. No Event

of Default shall serve to terminate this Agreement unless and until the Non-Defaulting Party provides the notice specified in Section 5.2(ii).

5.2 Rights Upon Default

Upon and during the continuation of an Event of Default, the Non-Defaulting Party shall be entitled to elect or pursue one or more of the following remedies:

(i) pursue any and all available legal and equitable remedies;

(ii) designate a day, no earlier than the day notice of such designation is effective and no later than twenty (20) days after notice of such designation is effective, as a date for Early Termination ("Early Termination Date") with respect to the obligations of the Defaulting Party without any liability or responsibility whatsoever except for obligations arising prior to the Early Termination Date and except for the determination and payment of the Termination Payment as provided in Section 5.4, by providing written notice to the Defaulting Party. Provided, however, that an Early Termination Date may be designated to occur concurrently with the Event of Default with respect to an Event of Default under subsections (i), (ii), (iii), (iv), (v), (vi), (vii), (viii) or (ix) of Section 5.1;

(iii) receive Damages in accordance with Section 5.3;

(iv) accelerate all amounts owing between the Defaulting and Non-Defaulting Parties;

(v) liquidate and terminate the undertakings set forth in this Agreement;

(vi) withhold any payments due to the Defaulting Party under this Agreement;

and

(vii) suspend performance under this Agreement.

5.3 Damages Resulting from an Event of Default

5.3.a BGS-FP Supplier's Failure to Supply BGS-FP Supply or Declaration of Early Termination by the Company

Damages resulting from one or more of the following shall include all costs incurred by the Company, acting in a commercially reasonable manner consistent with any statutory or regulatory requirements imposed by the Applicable Legal Authorities, in obtaining replacement services or in obtaining a replacement supplier, which costs exceed the amounts that would have been payable to the defaulting BGS-FP Supplier under this Agreement:

- (ii) the BGS-FP Supplier's failure:
 - (a) to provide BGS-FP Supply in accordance with this Agreement,
or
 - (b) to pay the MISO for purchases of any products or services from
the MISO,
or
 - (c) to pay the MISO for the charges invoiced by the MISO to it,
or
 - (d) to otherwise fail to comply with requirements of the MISO or the
Local Balancing Authority such that the MISO or the Local Balancing Authority
holds the Company responsible for the provision of Energy (including all charges
for Energy Losses, Energy Imbalance Service, and congestion), Resource
Adequacy Requirements or Capacity to meet the BGS-FP Supplier Responsibility
Share under this Agreement; or;

(iii) the occurrence of any Event of Default attributable to the BGS-FP Supplier resulting in Early Termination.

5.3.b Damages

Costs incurred by the Company for the purpose of calculating Damages include, but are not limited to, the following costs incurred by or assessed on the Company as a result of the failure of the BGS-FP Supplier to satisfy its obligations under this Agreement:

(i) the cost of Energy (including all charges for Energy Losses, Energy Imbalance Service, and congestion), Resource Adequacy Requirements, Capacity or other elements of BGS-FP Supply allocated to the Company by the MISO due to the failure of the BGS-FP Supplier to meet obligations owing to the MISO in connection with its obligations under this Agreement;

(ii) the cost of Energy (including all charges for Energy Losses, Energy Imbalance Service, and congestion), Resource Adequacy Requirements or Capacity purchased by the Company to replace BGS-FP Supply that the BGS-FP Supplier was obligated, but failed, to supply pursuant to this Agreement;

(iii) administrative and legal costs associated with procuring the replacement BGS-FP Supply identified in the foregoing clause; and

(iv) financial hedging costs incurred by the Company on behalf of BGS-FP Customers as a result of having to procure BGS-FP Supply that the BGS-FP Supplier was obligated, but failed, to supply pursuant to this Agreement.

Damages calculated hereunder shall constitute the ultimate liability of the BGS-FP Supplier in the event of an Early Termination caused by an Event of Default attributable to the BGS-FP Supplier regardless of the reason or basis for such Early Termination.

5.3.c Failure By the Company to Accept BGS-FP Supply Tendered by the BGS-FP Supplier

Damages resulting from the failure of the Company to accept BGS-FP Supply tendered by the BGS-FP Supplier necessary to meet the BGS-FP Supplier Responsibility Share of BGS-FP Load under this Agreement shall consist of the positive difference (if any) between the amounts that would have been payable to the BGS-FP Supplier hereunder had the Company accepted the BGS-FP Supply tendered by the BGS-FP Supplier necessary to meet the BGS-FP Supplier Responsibility Share of BGS-FP Load under this Agreement minus the amount realized by the BGS-FP Supplier in disposing, in a reasonable commercial manner, of the BGS-FP Supply not accepted by the Company; provided, however, that the Company shall not be required to accept quantities of Energy, Capacity or any other component of BGS-FP Supply utilized by Customers on an instantaneous basis as a function of electrical load, in excess of such Customers' instantaneous consumption of such component of BGS-FP Supply.

5.3.d Damages Resulting from Early Termination due to an Event of Default Attributable to the Company

Damages resulting from Early Termination due to an Event of Default attributable to the Company shall be as set forth in Section 5.4. Damages calculated in accordance with Section 5.4 shall be the exclusive remedy available to the BGS-FP Supplier in the event of Early Termination resulting from an Event of Default attributable to the Company.

5.4 Calculation of Settlement Amount and Termination Payment

5.4.a Settlement Amount

After the Non-Defaulting Party has provided the notice specified in Section 5.2(ii), the Non-Defaulting Party shall calculate, in a commercially reasonable manner and consistent with the calculation of Damages in this Agreement, a Settlement Amount under this Agreement. For

the purposes of such determination, the quantities of BGS-FP Supply provided for under this Agreement for the period following the Early Termination Date through the Natural Termination Date shall be deemed to be those quantities that would have been delivered on an hourly basis to the Company had this Agreement been in effect during the previous calendar year, adjusted for such BGS-FP Load changes as may have occurred since the previous calendar year.

5.4.b Net Out of Settlement Amounts

The Non-Defaulting Party shall calculate a "Termination Payment" by aggregating all Settlement Amounts due under this Agreement or any other agreement(s) between the Company and the BGS-FP Supplier for the provision of BGS Supply into a single amount by: netting out (a) all Settlement Amounts that are due or will become due to the Defaulting Party, plus, at the option of the Non-Defaulting Party, any cash or other form of security then available to the Non-Defaulting Party and actually received, liquidated and retained by the Non-Defaulting Party, plus any or all other amounts due to the Defaulting Party under this Agreement or any other agreement(s) between the Company and the BGS-FP Supplier for the provision of BGS Supply against (b) all Settlement Amounts that are due or will become due to the Non-Defaulting Party, plus any or all other amounts due to the Non-Defaulting party under this Agreement or any other agreement(s) between the Company and the BGS-FP Supplier for the provision of BGS Supply, so that all such amounts shall be netted out to a single liquidated amount; provided, however, that if the BGS-FP Supplier is the Defaulting Party and the Termination Payment is due to the BGS-FP Supplier, the Company shall be entitled to retain a commercially reasonable portion of the Termination Payment, which may be equal to the entire amount of the Termination Payment, as security for additional amounts that may be determined to be due and owing by the BGS-FP Supplier as Damages and further provided that any previously attached security interest of the Company in such retained amounts shall continue. Any portion of the Termination Payment not retained by the Company as security shall be

immediately due and owing to the BGS-FP Supplier as an estimate of the amounts ultimately determined to be due and owing.

The Parties recognize, however, the final calculation of Settlement Amounts hereunder may not be known for some time since the level of such Settlement Amounts may be dependent upon the arrangements made by the Company to obtain replacement services or a replacement supplier. The Company and the BGS-FP Supplier agree that, until the calculation of Settlement Amounts under this provision is completed, the amount and payment to the Company of the Termination Payment shall be immediately due and owing as an estimate of the amounts ultimately determined to be due and owing. After Settlement Amounts have been finally determined under this Section 5.4, the amounts due and owing will be reconciled with payments already made by the BGS-FP Supplier. The Termination Payment shall be due to or due from the Non-Defaulting Party as appropriate. If the Termination Payment has been retained by the Company as security for additional amounts that may be determined to be due and owing by the BGS-FP Supplier, and if, upon making a final determination of Settlement Amounts, the Termination Payment, or any portion thereof, is to be made to the BGS-FP Supplier, the Company will pay simple (not compounded) interest on the retained portion of the Termination Payment to the BGS-FP Supplier. Simple interest will be calculated at the lower of the Interest Index or six (6) percent per annum.

5.4.c Notice of Termination Payment

As soon as practicable after calculation of a Termination Payment, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to or due from the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. Subject to the Company's right to retain a commercially reasonable portion of the

Termination Payment as set forth in Section 5.4.b, the Termination Payment shall be made by the Party that owes it within three (3) Business Days after such notice is effective.

5.4.d Disputes with Respect to Termination Payment

If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within three (3) Business Days of the effective date of notice of the Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute; provided, however, that if the Termination Payment is due from the Defaulting Party, the Defaulting Party shall first provide commercially reasonable financial assurances to the Non-Defaulting Party in an amount equal to the Termination Payment.

5.4.e Multiple BGS Supply Agreements

It is the intention of the Company and the BGS-FP Supplier that, in the event the BGS-FP Supplier is a party to other agreements with the Company for the provision of BGS Supply that existed prior to the Effective Date or is entered into concurrent with or after the Effective Date, the decision by the Non-Defaulting Party to terminate its obligations to the Defaulting Party pursuant to Section 5.2 of this Agreement shall result in the automatic termination of its obligations under all agreements between the Company and the BGS-FP Supplier for the provision of BGS Supply. The Non-Defaulting Party will calculate a single Termination Payment applicable to all such agreements as set forth herein. Each Party hereby agrees that such other agreements are deemed amended by this Agreement for the purpose of calculating a single Termination Payment as described herein.

5.4.f Reliance on Netting

(i) The Parties are making credit, default, collateral and other decisions and changes based upon and in reliance on the effectiveness of the default, early termination, setoff and netting provisions of this Agreement and other BGS Supply agreements, including and, in

particular, the calculation of the Total Exposure Amount for purposes of determining when and how much Margin collateral must be posted. The Parties would not enter into this Agreement and change their position with regard to netting to determine Total Exposure Amounts, Margin collateral requirements and other matters except for their reliance on and with the understanding that these netting terms will be effective.

(ii) Notwithstanding anything else in this Agreement or in any other agreement between the Parties to the contrary, if for any reason these terms or any right of offset or netting hereunder or under another BGS Supply agreement in favor of the Non-Defaulting Party against a bankrupt Defaulting Party is delayed from being exercised or is not enforceable in accordance with its terms because a Party asserts or is concerned that the Safe Harbor Provisions of the Bankruptcy Code do not apply to such rights of enforcement or for any other reason, the Non-Defaulting Party may (a) exercise its rights to effect a setoff under Section 553 of the Bankruptcy Code or other applicable provisions, equity and law, and (b) withhold payments subject to a claim of offset under any obligations due the Defaulting Party in respect of any transactions or deliveries under this Agreement or any other BGS Supply agreement until such setoff rights are exercised and effected.

5.5 Setoff of Payment Obligations of the Non-Defaulting Party

Any payment obligations of the Non-Defaulting Party to the Defaulting Party pursuant to this Agreement or any other agreement(s) between the Company and the BGS-FP Supplier for the provision of BGS Supply, Energy or Capacity shall be set off: (i) first, to satisfy any payment obligations of the Defaulting Party to the Non-Defaulting Party pursuant to this Agreement or any other agreement(s) between the Company and the BGS-FP Supplier for the provision of BGS Supply, Energy or Capacity that are unsecured and not subject to any Guaranty; (ii) second, to satisfy any payment obligations of the Defaulting Party to the Non-Defaulting Party pursuant to this Agreement or any other agreement(s) between the Company and the BGS-FP

Supplier for the provision of BGS Supply, Energy or Capacity that are unsecured, but which are subject to a Guaranty; and (iii) third, to satisfy any remaining payment obligations of the Defaulting Party to the Non-Defaulting Party pursuant to this Agreement or any other agreement(s) between the Company and the BGS-FP Supplier for the provision of BGS Supply, Energy or Capacity. Any setoff shall not be subject to the automatic stay by virtue of Section 362(b)(6) of the Bankruptcy Code.

5.6 Preservation of Rights of the Non-Defaulting Party

The rights of the Non-Defaulting Party under this Agreement, including without limitation Sections 5.4 and 5.5, shall be supplemental to, and not in lieu of, any right of recoupment, lien, or set-off afforded by applicable law, and all such rights are expressly preserved for the benefit of the Non-Defaulting Party.

5.7 Forward Contract Merchant and Master Netting Agreement Participant

The Parties acknowledge that the BGS-FP Supplier and the Company are Forward Contract Merchants and Master Netting Agreement Participants. By virtue of Section 546(e) of the Bankruptcy Code, any Margin payments, settlement payments or posting of Margin collateral are not avoidable and the Parties are otherwise entitled to the benefits of the Safe Harbor Provisions of the Bankruptcy Code with respect to such payments or collateral.

5.8 Integrated Transaction

To the extent that Section 365 of the Bankruptcy Code applies to this Agreement, the Parties agree that all transactions with the Company under this Agreement and other agreements between the Company and the BGS-FP Supplier for the provision of BGS Supply constitute one integrated transaction that can only be assumed or rejected in its entirety.

ARTICLE 6. CREDITWORTHINESS

6.1 Applicability

The BGS-FP Supplier agrees that it shall meet the creditworthiness standards of this Article 6 at all times during the Term. Without limitation of the foregoing, the BGS-FP Supplier shall, upon written request by the Company, affirmatively demonstrate its compliance with the creditworthiness standards set forth hereunder. The Company may establish less restrictive creditworthiness standards under this Article 6 in a non-discriminatory manner and may subsequently restore such credit requirements to a level not to exceed their original level in a non-discriminatory manner as circumstances permit.

6.2 Creditworthiness Determination

The BGS-FP Supplier may submit and maintain a security deposit in lieu of submitting to or being qualified under a creditworthiness evaluation. The BGS-FP Supplier shall have the opportunity to petition the Company to re-evaluate its creditworthiness whenever an event occurs that the BGS-FP Supplier believes would improve the determination made by the Company of its creditworthiness. The Company's credit re-evaluation must be completed as soon as possible but no later than thirty (30) days after receiving a fully documented request. The Company must provide the rationale for its determination of the Credit Limit and any resulting security requirement. The Company must perform its credit re-evaluation and associated security calculation in a non-discriminatory manner. The BGS-FP Supplier shall provide unrestricted access to audited financial statements of the BGS-FP Supplier or the Guarantor, as the case may be, if such audited financial statements are not available on EDGAR at <http://www.sec.gov/edgar.shtml>; provided, however, that if audited financial statements are not available, the Company may accept other types of financial statements. In the event that the BGS-FP Supplier relies upon a Guarantor, the creditworthiness determination provided for by this section shall apply to the Guarantor.

6.3 MtM Exposure Amount Methodology

To calculate the daily exposure for the BGS-FP Supplier, the MtM Exposure Amount methodology will be used. That methodology is described in Appendix D.

6.4 Credit Limit

The following criteria constitute the Company's creditworthiness requirements for the BGS-FP Supplier to cover the Total Exposure Amount. In all instances, the most current senior unsecured debt rating (or, if unavailable, issuer rating from Moody's or corporate issuer rating discounted one notch from S&P or Fitch) will be used.

(i) The following requirements shall apply in the event the BGS-FP Supplier or its Guarantor has been incorporated or otherwise formed under the laws of the United States. If the BGS-FP Supplier cannot meet the following requirements, it shall be required to post cash or a Letter of Credit for the Total Exposure Amount.

(a) If the BGS-FP Supplier chooses not to rely on a Guarantor to satisfy the requirements of this Section 6.4(i), the requirements of this subsection 6.4(i)(a) shall apply. For the BGS-FP Supplier to be granted an unsecured line of credit, the BGS-FP Supplier: (1) must be rated by at least two of the following rating agencies: S&P, Moody's or Fitch, and (2) must have a minimum senior unsecured debt rating of at least "BBB-" from S&P, "Baa3" from Moody's or "BBB-" from Fitch. In the event that senior unsecured debt ratings are unavailable for S&P and Fitch, the corporate issuer rating, discounted one notch, will be used. In the event that senior unsecured debt ratings are unavailable from Moody's, the issuer rating will be used. The Company will only rely on senior unsecured debt ratings, or if unavailable, issuer or corporate issuer ratings. If the BGS-FP Supplier does not have a senior unsecured debt rating and does not have an issuer or corporate issuer rating from a rating agency, it

will be deemed by the Company not to be rated by that rating agency. If the BGS-FP Supplier is rated by only two rating agencies, and the ratings are split, the lowest rating will be used. If the BGS-FP Supplier is rated by three rating agencies, and the ratings are split, the lower of the two highest ratings will be used; provided, however, that in the event that the two highest ratings are common such common rating will be used (the process described in this subsection 6.4(i)(a) referred to as the "Minimum Rating"). The maximum level of the Credit Limit to cover the Total Exposure Amount will be determined in accordance with Table A:

Table A

Credit Rating of the BGS-FP Supplier or the Guarantor			Credit Limit to be calculated as the lesser of the % of TNW and Credit Limit Cap below	
S&P	Moody's	Fitch	TNW %	Credit Limit Cap*
A- and above	A3 and above	A- and above	16% of TNW	\$ _____
BBB+	Baa1	BBB+	10% of TNW	\$ _____
BBB	Baa2	BBB	8% of TNW	\$ _____
BBB-	Baa3	BBB-	6% of TNW	\$ _____
Below BBB-	Below Baa3	Below BBB-	0% of TNW	\$0

* For BGS-FP Suppliers relying on a Guarantor, the Credit Limit is also capped by the amount of the financial Guaranty.

[NOTE: The Credit Limit Cap will not be altered from the amounts agreed to in the 2006 Supplier Forward Contracts, and the aggregate total will be allocated among the 3three Ameren utilities.]

The BGS-FP Supplier will be granted a single Credit Limit to be applied to all BGS Supply agreements between the BGS-FP Supplier and the Company. Similarly, a Guarantor will be granted a single Credit Limit to be applied to all BGS-FP Suppliers and BGS-LFP Suppliers whose payment obligations under BGS Supply agreements the Guarantor

guarantees. The BGS-FP Supplier will be required to post cash or a Letter of Credit for the Margin due the Company as set forth in Section 6.6.

(b) If the BGS-FP Supplier chooses to rely upon a Guarantor to satisfy the requirements of this Section 6.4(i), the requirements of this subsection 6.4(i)(b) shall apply. If the BGS-FP Supplier has a Guarantor, the Guarantor (1) must be rated by at least two of the following rating agencies: S&P, Moody's or Fitch, and (2) must have a minimum senior unsecured debt rating equal to the Minimum Rating. In the event that senior unsecured debt ratings are unavailable from S&P and Fitch, the corporate issuer rating, discounted one notch, will be used. In the event that senior unsecured debt ratings are unavailable from Moody's, the issuer rating will be used. The Company will only rely on senior unsecured debt ratings, or if unavailable, issuer or corporate issuer ratings. If the Guarantor does not have a senior unsecured debt rating and does not have an issuer or corporate issuer rating from a rating agency, it will be deemed by the Company not to be rated by that rating agency. If the Guarantor is rated by only two rating agencies, and the ratings are split, the lowest rating will be used. If the Guarantor is rated by three rating agencies, and the ratings are split, the lower of the two highest ratings will be used; provided, however, that in the event that the two highest ratings are common such common rating will be used. The maximum level of the Credit Limit to cover the Total Exposure Amount that could be provided through the financial Guaranty will be determined in accordance with Table A.

The BGS-FP Supplier will be granted a Credit Limit equal to the lesser of: (i) the amount of the Guaranty provided to the Company at the time this Agreement is executed as such amount may be modified in any amended or substitute Guaranty provided to the