

Company during the Term or (ii) the Credit Limit applicable to the Guarantor's credit rating in accordance with Table A. The BGS-FP Supplier, however, may not increase or substitute its Guaranty for the purpose of increasing its applicable Credit Limit during the time period after the Company has made a Margin Call but before the BGS-FP Supplier has posted the required Margin. Notwithstanding anything herein to contrary, the BGS-FP Supplier may increase the limit of its Guaranty after satisfying a Margin Call from the Company and upon the Company's receipt of an amended or substitute Guaranty increasing the limit of the Guaranty, the BGS-FP Supplier may request a return of Margin in accordance with Section 6.6(iii). 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.

The BGS-FP Supplier may post a single Guaranty to cover all agreements for BGS Supply that it enters into with the Company. Alternatively, the BGS-FP Supplier may execute a separate Guaranty for each such agreement. However, the sum of the multiple Guaranties remains subject to the limits set forth in Table A. Moreover, if a separate Guaranty is used for each agreement for BGS Supply, then the maximum limit of each Guaranty would need to be independently considered when determining margin requirements. This may result in a margin call on one agreement, while the other(s) have surplus capability remaining.

(c) As an alternative to satisfying the requirements of subsections 6.4(i)(a) or 6.4(i)(b), the BGS-FP Supplier may post cash or a Letter of Credit for the entire Total Exposure Amount.

(ii) The following standards shall apply in the event that either the BGS-FP Supplier or its Guarantor has not been incorporated or otherwise formed under the laws of the United States. If the BGS-FP Supplier cannot meet the following requirements, the posting of

cash or a Letter of Credit for the Total Exposure Amount will be required at the time of or prior to the execution of this Agreement.

(a) The BGS-FP Supplier shall supply such evidence of creditworthiness so as to provide the Company with comparable assurances of creditworthiness as is applicable above for BGS-FP Suppliers that have been incorporated or otherwise formed under the laws of the United States; provided, however, that the Company shall have sole and absolute discretion, without liability or recourse to the BGS-FP Supplier, to evaluate the evidence of creditworthiness submitted by the BGS-FP Supplier; or

(b) The BGS-FP Supplier's Guarantor shall supply such evidence of creditworthiness so as to provide the Company with comparable assurances of creditworthiness as is applicable above for Guarantors of BGS-FP Suppliers that have been incorporated or otherwise formed under the laws of the United States; provided, however, that the Company shall have sole and absolute discretion, without liability or recourse to the Guarantor or the BGS-FP Supplier, to evaluate the evidence of creditworthiness submitted by such Guarantor.

(iii) If either the BGS-FP Supplier or its Guarantor has not been incorporated or otherwise formed under the laws of the United States, then either the BGS-FP Supplier or its Guarantor or both, as the case may be, in addition to all documentation required elsewhere in this Section 6.4, shall supply the following as a condition of being granted a Credit Limit.

(a) For the BGS-FP Supplier: (i) a legal opinion of independent, outside counsel qualified to practice in the foreign jurisdiction in which the BGS-FP Supplier is incorporated or otherwise formed that this Agreement is, or upon the completion of execution formalities will become, the binding obligation of the

BGS-FP Supplier in the jurisdiction in which it has been incorporated or otherwise formed; (ii) the sworn certificate of the corporate secretary (or similar officer) of the BGS-FP Supplier that the person executing the Agreement on behalf of the BGS-FP Supplier has the authority to execute the Agreement and that the governing board of the BGS-FP Supplier has approved the execution of the Agreement; and (iii) the sworn certificate of the corporate secretary (or similar officer) of the BGS-FP Supplier that the BGS-FP Supplier has been authorized by its governing board to enter into agreements of the same type as this Agreement. The Company shall have full discretion, without liability or recourse to the BGS-FP Supplier, to evaluate the sufficiency of the documents submitted by the BGS-FP Supplier.

(b) For the BGS-FP Supplier's Guarantor: (i) a legal opinion of independent, outside counsel qualified to practice in the foreign jurisdiction in the which the Guarantor is incorporated or otherwise formed that this Guaranty is, or upon the completion of execution formalities will become, the binding obligation of the Guarantor in the jurisdiction in which it has been incorporated or otherwise formed; (ii) the sworn certificate of the corporate secretary (or similar officer) of such Guarantor that the person executing the Guaranty on behalf of the Guarantor has the authority to execute the Guaranty; and (iii) the sworn certificate of the corporate secretary (or similar officer) of such Guarantor that the Guarantor has been authorized by its governing board to enter into agreements of the same type as this Guaranty. The Company shall have sole and absolute discretion, without liability or recourse to the Guarantor or the BGS-FP Supplier, to evaluate the sufficiency of the documents submitted by such Guarantor.

6.5 Guaranty

A form of Guaranty is provided in Appendix F. The Guaranty, if relied upon by the BGS-FP Supplier, must be in the form of Appendix F, or in a substantially similar form approved by the Company in advance of the Illinois Auction in accordance with the process announced on the Illinois Auction Website.

6.6 Posting Margin and Return of Surplus Margin

(i) If at any time during the Term, the Total Exposure Amount exceeds the BGS-FP Supplier's Credit Limit, then the Company, on any Business Day, may request that the BGS-FP Supplier provide Margin in the form of cash or a Letter of Credit (a "Margin Call"). The Margin requirement will be rounded up to the nearest \$100,000.

(ii) If the BGS-FP Supplier receives written notice for Margin from the Company by 1:00 p.m. EPT on a Business Day, then the BGS-FP Supplier shall post Margin the immediately following Business Day if posting cash, and the second Business Day if posting a Letter of Credit; provided, however, that the Company may agree in writing to extend the period to provide Margin. If the BGS-FP Supplier receives notice for Margin from the Company after 1:00 p.m. EPT on a Business Day, then the BGS-FP Supplier must post Margin the second Business Day following the date of notice unless the Company agrees in writing to extend the period to provide Margin. The Company will not unreasonably deny a request for a one (1) Business Day extension of such period. In the event that the BGS-FP Supplier fails to provide Margin when due, then an Event of Default under Article 5 will be deemed to have occurred and the Company will be entitled to the remedies set forth in Article 5.

(iii) Any cash or a Letter of Credit held by or for the benefit of the Company in excess of the required Margin ("Surplus Margin"), as determined above, will be returned to the BGS-FP Supplier upon receipt of a written request by the BGS-FP Supplier. If the BGS-FP

Supplier posted cash and notice is received by 1:00 p.m. EPT on a Business Day, the Surplus Margin will be returned by the immediately following Business Day. If the BGS-FP Supplier posted cash and notice is received by the Company after 1:00 p.m. EPT on a Business Day, the Surplus Margin shall be returned by the second Business Day following the date of notice. If the BGS-FP Supplier posted a Letter of Credit to secure its Margin requirement, the Surplus Margin shall be returned on the next Business Day following the Business Day on which the BGS-FP Supplier's written request for its return is received by the Company. The Company may satisfy its obligation to return Surplus Margin included in a Letter of Credit posted by the BGS-FP Supplier by signing and transmitting by telecopy to the issuing bank a New Availability Certificate (as provided for in Annex 3 to the Letter of Credit) for the new Margin amount. In the event that the Company fails to satisfy its obligation to return the Surplus Margin when due in accordance with this Article, then an Event of Default under Article 5 will be deemed to have occurred and the BGS-FP Supplier will be entitled to the remedies set forth in Article 5 unless the BGS-FP Supplier agrees in writing to extend such period for returning the Surplus Margin. The BGS-FP Supplier will not unreasonably deny a request for a one-business day extension of the period for returning the Surplus Margin.

6.7 Grant of Security Interest/Remedies

To secure its obligations under this Agreement and to the extent that the BGS-FP Supplier delivered Margin or collateral hereunder, the BGS-FP Supplier hereby grants to the Company a present and continuing security interest in, and lien on (and right of setoff against), and assignment of, all cash collateral and cash equivalent collateral and any and all proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of, the Company, and in all amounts owed to the BGS-FP Supplier by the Company under or in connection with any BGS Supply agreement. The BGS-FP Supplier agrees to take such action as reasonably required to perfect in favor of the Company a first

priority security interest in, and lien on (and right of setoff against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof.

Upon or any time after the occurrence of an Event of Default caused by the BGS-FP Supplier, the Company may do any one or more of the following: (i) exercise any of the rights and remedies of the Company with respect to all collateral, including any such rights and remedies under law then in effect; (ii) exercise its rights of setoff against any and all property of the BGS-FP Supplier held by or for the benefit of the Company whether held in connection with this Agreement or any other agreement(s) between the Company and the BGS-FP Supplier for the provision of BGS Supply; (iii) draw on any outstanding letter of credit issued for the benefit of the Company; and (iv) liquidate all security held by or for the benefit of the Company free from any claim or right of any nature whatsoever of the BGS-FP Supplier, including any equity or right of purchase or redemption by the BGS-FP Supplier. The Company shall apply the proceeds of the collateral realized upon the exercise of such rights or remedies to reduce the BGS-FP Supplier's obligation under this Agreement or any other agreement(s) between the Company and the BGS-FP Supplier for the provision of BGS Supply (the BGS-FP Supplier remaining liable for any amounts owing to the Company after such application), subject to the Company's obligation to return any surplus proceeds remaining after such obligations are satisfied in full.

All notices, demands or requests regarding credit requirements and credit related security or deposit transfers shall be in writing and shall be personally delivered or sent by overnight express mail, courier service or facsimile transmission (with the original transmitted by any of the other aforementioned delivery methods) addressed as follows:

If to the BGS-FP Supplier: Notification information for each BGS-FP Supplier is set forth on Appendix A hereto.

If to the Company, to:

Craig D. Nelson
Vice President, Power Supply Acquisition
AmerenIP
1901 Chouteau Avenue, MC 1450
St. Louis, MO 63103
(314) 554-6433 (phone)
(314) 206-0210 (fax)

With copies to:

Joseph H. Raybuck
Managing Associate General Counsel
Ameren Services Company
1901 Chouteau Avenue, MC 1310
St. Louis, MO 63103
(314) 554-2976 (phone)
(314) 554-4014 (fax)

and

Credit Risk Management Department
Attention: Power Procurement Auction, Illinois Utilities
Ameren Services Company
1901 Chouteau Avenue, MC 960
St. Louis, MO 63103
(314) 613-9139 (phone)

or to such other person at such other address as a Party shall designate by like notice to the other Party. Notice received after the close of the Business Day shall be deemed received on the next Business Day; provided, however, that notice by facsimile transmission shall be deemed to have been received by the recipient if the recipient confirms receipt telephonically or in writing.

6.8 Security Instruments

6.8.a Provision of Security Instrument

At the BGS-FP Supplier's choice, the following are deemed to be acceptable methods for posting security (each, a "Security Instrument"), if required:

- (i) ~~(ii)~~ Cash; or

(ii) ~~(iii)~~ An irrevocable transferable standby letter of credit acceptable to the Company issued by a bank or other financial institution with a minimum “A” senior unsecured debt rating from S&P or A2 from Moody’s (or, if unavailable, an issuer rating from Moody’s or a corporate issuer rating discounted one notch from S&P) (a “Letter of Credit”). (A standard format for the Letter of Credit is provided in Appendix E. The Company is willing to consider alternative forms of the Letter of Credit if they have been approved by the Company in advance of the Illinois Auction in accordance with the process announced on the Illinois Auction Website.) The Letter of Credit shall state that it shall renew automatically for successive one-year or shorter periods unless the Company receives written notice from the issuing financial institution at least ninety (90) days, but not more than one hundred twenty (120) days, prior to the expiration date stated in the Letter of Credit that the issuing financial institution elects not to extend the Letter of Credit. If the Company receives notice from the issuing financial institution that the Letter of Credit will not be extended, the BGS-FP Supplier will be required to provide a substitute Letter of Credit from an alternative bank satisfying the minimum requirements. The receipt of the substitute Letter of Credit must be effective as of the expiration date and delivered to the Company at least thirty (30) days before the expiration date of the original Letter of Credit. If the BGS-FP Supplier fails to supply a substitute Letter of Credit as required herein, then the Company will have the right to draw on the existing Letter of Credit and to hold the amount as Margin.

If the credit rating of a bank or other financial institution from which the BGS-FP Supplier has obtained a Letter of Credit falls below levels specified in this Article 6, the BGS-FP Supplier shall have two (2) Business Days following written notice by the Company to obtain a suitable Letter of Credit from another bank or other financial institution that meets those standards unless such period is extended in writing by the Company.

6.8.b BGS-FP Supplier Rights if the Company is Rated Below Minimum Rating

If at any time during the Term, the applicable credit rating of the Company is downgraded below the Minimum Rating, at the request of the BGS-FP Supplier, the Company will transfer within two (2) Business Days all cash collateral being held by it pursuant to this Agreement to a Qualified Institution. The Qualified Institution will hold the collateral in an interest-bearing account pending release of the funds pursuant to the terms of this Agreement with the title of such account indicating that the property contained therein is being held as collateral for the ownership of the posting Party, subject to the security interest of the other Party. Interest will be allocated pro rata to the BGS-FP Supplier. The BGS-FP Supplier will be entitled to the rights described in this Section 6.8.b only so long as the applicable rating for the Company is below the Minimum Rating.

6.9 Maintenance of Creditworthiness

6.9.a Reporting of Changes

The BGS-FP Supplier shall promptly notify the Company of any change in its credit rating or the credit rating of its Guarantor, shall promptly notify the Company if the BGS-FP Supplier or its Guarantor is placed on a credit watch with negative implications by any rating agency, and shall ~~also~~promptly notify the Company of any materially adverse change in its financial condition or in the financial condition of its Guarantor. The BGS-FP Supplier or Guarantor shall also furnish evidence of an acceptable credit rating or financial condition upon the request of the Company. The Company shall promptly notify the BGS-FP Supplier in the event that the applicable rating of the Company is downgraded below the Minimum Rating.

6.9.b Change in Credit Standing

The Company will re-evaluate the creditworthiness of the BGS-FP Supplier whenever it becomes aware, through the provision of notice by the BGS-FP Supplier or otherwise, of a downgrade in the BGS-FP Supplier's or Guarantor's credit rating. If the lowest credit rating (whether issuer rating, corporate issuer rating or senior unsecured debt rating) used to

determine the BGS-FP Supplier's Credit Limit is downgraded, the Company will immediately reassess the amount of the Credit Limit to be granted the BGS-FP Supplier pursuant to Section 6.4, as well as the adequacy of the Margin and the collateral being provided by the BGS-FP Supplier pursuant to Sections 6.6 and 6.8. If necessary, the Company will request and the BGS-FP Supplier shall provide an additional Security Instrument to the Company (or increase the value of the existing Security Instrument) in accordance with Sections 6.6 and 6.8.

6.10 Calling on Security

The Company may call upon the Security Instrument posted by the BGS-FP Supplier if the BGS-FP Supplier fails to pay amounts due to the Company pursuant to this Agreement or any other agreement(s) between the Company and the BGS-FP Supplier for the provision of BGS Supply after all of the following events occur:

- (i) Written Notice of Default is provided to the BGS-FP Supplier; and
- (ii) Any applicable cure period ends.

The foregoing notwithstanding, the Security Instrument posted by the BGS-FP Supplier shall become due automatically, and may be called upon by the Company, without prior notice or right of cure in the case of any Event of Default arising under Section 5.1 (i), (ii), (iii), (iv), (v), (vi), (vii), (viii) or (ix).

6.11 Interest on Cash Held by the Company

The Company will pay simple interest (not compounded) calculated at the lower of the Interest Index or six (6) percent per annum on all cash posted by the BGS-FP Supplier and directly held by or on behalf of the Company pursuant to this Agreement. Each Billing Period, the Company will prepare a statement of interest amounts due to the BGS-FP Supplier. The statement will be sent to the BGS-FP Supplier within three (3) Business Days after the end of

the Billing Period via overnight mail, facsimile or other expeditious means. The Company shall make interest payments on the first Business Day after the fifth (5th) day of each Billing Period.

6.12 Confidentiality

Information supplied by the BGS-FP Supplier in connection with the creditworthiness process shall be deemed confidential and not subject to public disclosure, unless Applicable Legal Authorities require disclosure of the information. If information must be disclosed, then the confidentiality of the information shall be maintained consistent with the Applicable Legal Authority's rules and regulations pertaining to confidentiality. The BGS-FP Supplier will be given prompt notice of any request by a third party to obtain confidential information related to the BGS-FP Supplier's creditworthiness.

6.13 No Endorsement of BGS-FP Supplier

The Company's determination that the BGS-FP Supplier is creditworthy pursuant to the process set forth above, shall not be deemed to constitute an express or implied warranty or guarantee of any kind with respect to the financial or operational qualifications of the BGS-FP Supplier. The Company will treat all BGS-FP Suppliers in a non-discriminatory manner and shall provide no preference to any BGS-FP Supplier.

6.14 Multiple BGS Supply Agreements

It is the intent 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, the Company will calculate one (1) Margin applicable to all such agreements using the methodology set forth herein. The BGS-FP Supplier will have a single line of credit applicable to all BGS Supply agreements, and the Margin that is calculated is the Total Exposure Amount under all such contracts less the single line of credit.

**ARTICLE 7. PROCEDURES FOR ENERGY SCHEDULING, CAPACITY
RESOURCE SUBMISSION, TRANSMISSION PROCUREMENT AND
ARR/FTR ALLOCATION**

7.1 Generally

The Parties must adhere to any applicable operational requirements of the MISO necessary to protect the integrity of the MISO Transmission System and the transmission systems of interconnected control areas, and must satisfy any and all criteria of the MISO, SERC and NERC, when applicable. The BGS-FP Supplier also must adhere to any applicable operational requirements of the Company necessary to protect the integrity of the Company's local distribution systems.

The BGS-FP Peak Load Share will be determined by the Company based on the annual peak load contribution of all BGS-FP Customers.

The Company and the BGS-FP Supplier acknowledge that the BGS-FP Customers are within the Company's metered boundaries and that the BGS-FP Load must be divided into MISO obligations specific to the BGS-FP Supplier based on the BGS-FP Supplier Responsibility Share.

7.2 Data Transmission

7.2.a Energy

The procedures for transmitting load obligation data for the BGS-FP Supplier's hourly Energy obligations shall be as set forth by the MISO.

7.2.b Resource Adequacy

The procedures for transmitting load obligation data for the BGS-FP Supplier's Resource Adequacy Requirements shall be as set forth by the MISO.

7.2.c Capacity

The procedures for transmitting the BGS-FP Supplier Responsibility Share data to be used by the MISO to determine the BGS-FP Supplier's Capacity obligations shall be as set forth by the MISO.

7.2.d ARR/FTRs

The procedures for transmitting the data regarding the allocation of ARR/FTRs to the BGS-FP Suppliers shall be as set forth by the MISO.

7.3 Energy Scheduling

The BGS-FP Supplier shall schedule Energy resources to meet its obligations with the MISO as provided for in the MISO Agreements. The Energy obligations for the BGS-FP Supplier will be determined based on the BGS-FP Supplier Responsibility Share. The total preliminary BGS-FP Energy obligation will be equal to the difference between the preliminary total Energy obligations for the Company's Service Territories reduced by the sum of (i) the preliminary wholesale load, (ii) the preliminary total Energy obligations of the Retail Electric Suppliers active in the Service Territories, (iii) the preliminary total Energy obligations of the suppliers serving BGS-LFP Load and ~~BGS-LRTP Load~~ in the Service Territories and (iv) preliminary total Energy obligations of Customers taking service under Rider RTP-L, Rider RTP-LI or successor tariffs of a like nature

7.4 ARR/FTR Allocation and Nomination

The process for allocating and nominating ARR/FTRs is set forth in Section 2.1.b(vi).

ARTICLE 8. THE ENERGY SETTLEMENT/RECONCILIATION PROCESS

8.1 Energy Settlement by MISO

MISO will conduct the settlement process to reflect the BGS-FP Supplier's actual Energy obligations in a supply/usage reconciliation process. The Energy obligations for the BGS-FP Supplier will be determined based on the BGS-FP Supplier Responsibility Share. The reconciled total BGS-FP Energy obligation will be equal to the difference between the reconciled

total Energy obligations for the Service Territories reduced by the sum of (i) the wholesale load, (ii) the reconciled total Energy obligations of the Retail Electric Suppliers active in the Service Territories, (iii) the reconciled total Energy obligations of the suppliers serving BGS-LFP Load and ~~BGS-LRTP Load~~ in the Service Territories; and (iv) the reconciled total Energy obligations of Customers that take service under Rider RTP-LI, Rider RTP-LI or successor tariffs of a like nature.

Any adjustments for billing and metering errors reported subsequent to the calculation of FPEA will be proportionally allocated by the Company to the BGS-FP Suppliers.

8.2 Energy Settlement by the Company

In the event that actual BGS-FP Customer consumption data is not available until after the MISO deadline for conducting the final settlement, the Company will conduct the settlement process with the BGS-FP Supplier. Should the MISO impose penalties against the Company as a result of the BGS-FP Supplier's transactions and/or failure to meet the MISO requirements, such penalties shall be passed through by the Company to the BGS-FP Supplier as part of this settlement process. In addition, all other charges from MISO that are related to the provision of Capacity, Energy and Ancillary Services, including any billing adjustments, will be allocated to the BGS-FP Supplier in accordance with Appendix C.

ARTICLE 9. BILLING AND PAYMENT

9.1 Billing Period

A Billing Period shall be each calendar month during the Delivery Period.

9.2 Payment Obligations

Except as provided in Section 9.2(viii) below, the Company shall pay all amounts due to the BGS-FP Supplier hereunder, and the BGS-FP Supplier shall pay all amounts due the Company hereunder, in accordance with the following provisions:

(i) Each Billing Period, the Company will prepare a Statement of amounts due to either the BGS-FP Supplier or to the Company.

(ii) The Statement shall include line items applicable to the Billing Period in question for, inter alia: (a) the quantity of Energy of BGS-FP Supply provided during the Billing Period, (b) the BGS-FP Supply Charge, and (c) for the period prior to the establishment of a MISO Ancillary Services Market for a given service, the Ancillary Services Costs for such service, ~~and (d) the MISO Invoice Reimbursement Amounts. These~~, The latter two items ~~item~~ shall serve as ~~offsets~~ an offset against charges to be paid by the Company to the BGS-FP Supplier.

The Statement shall also include;

(a) (i) a line item for the Intermediate Energy Adjustment Amount for any prior Billing Period for which all IPEA data has become available since the issuance of the prior Statement and (ii) a line item for the Final Energy Adjustment Amount for any prior Billing Period for which all FPEA data has become available since the issuance of the prior Statement. A negative Intermediate Energy Adjustment Amount or Final Energy Adjustment Amount shall serve as an offset against charges to be paid by the Company to the BGS-FP Supplier.

(b) late fees, if any, as provided in Section 9.2.vii.

(c) any amounts due and owing from prior statements.

(d) correction of billing errors from prior statements.

(e) In the case of the first Statement, a line item for the entire amount of the Supplier Fee, ~~less the portion of the funds received through the Bid Participation Fee that are allocated to the Company,~~ which shall serve as an offset against charges to be paid by the Company to the BGS-FP Supplier.

(f) a reconciliation of the interim payments, if any, paid in accordance with Section 9.2(viii).

(iii) The Statement will be sent to BGS-FP Supplier within eight (8) Business Days after the end of the Billing Period via overnight mail or other expeditious means.

(iv) If the Statement shows a net amount owed by the Company to the BGS-FP Supplier, the Company shall pay such amount, unless disputed, by the first Business Day after the 19th day succeeding the Billing Period. If the Statement shows a net amount owed by the BGS-FP Supplier to the Company, the BGS-FP Supplier shall pay such amount, unless disputed, by the first Business Day after the 19th day succeeding the Billing Period.

(v) Payments shall be subject to adjustment for any arithmetic errors, computation errors, meter reading or usage estimation errors, or other errors, provided that the Party asserting the error provides notice to the other Party within one (1) year of the Termination Date.

(vi) All payments of funds shall be made by electronic transfer to a bank designated by the recipient of such funds.

(vii) If payment is made by a Party after the due date shown on the Statement, a late fee will be added to the unpaid balance until the entire Statement is paid. This late fee will be calculated at the prime rate commercial borrowers are charged by J.P. Morgan Chase or its successor.

(viii) If at any time during the Delivery Period, the applicable rating of the Company is below the Minimum Rating as determined in accordance with Section 6.4, the Company shall make interim payments on the third Business Day following each Week. The interim payments shall be equal to the product of (a) the sum of the hourly forecasted values for ~~customers~~Customers served with BGS-FP Supply provided in Section 2.1.b(v)(b) for each hour of the prior Week, (b) the BGS-FP Supplier Responsibility Share, (c) the Final Auction Price, and (d) the Seasonal Payment Factor. The Statement for each month shall then include a reconciliation of such interim payments in the determination of the net amount due to or from the BGS-FP Supplier. Alternatively, the Company and the BGS-FP Supplier may agree upon a payment schedule. Such interim payments by the Company shall be required only for so long as the applicable rating for the Company is below the Minimum Rating.

9.3 Billing Disputes

(i) If a good faith dispute arises between the Company and the BGS-FP Supplier regarding a Statement, the disputing Party shall pay only the undisputed portion of the Statement, if any, and shall present the dispute in writing to the non-disputing Party within five (5) Business Days from the due date of the Statement in question and submit supporting documentation to the non-disputing Party within thirty (30) calendar days from the due date of the Statement in question. Billing disputes shall be addressed promptly, and in accordance with the dispute resolution procedures set forth in Article 11. Upon resolution of a billing dispute, any payments made to a Party will include simple (not compounded) interest on the payment at the Interest Index payable from the original due date.

(ii) Except as provided in Section 9.2(v) for correction of errors, a Party may dispute a Statement in good faith at any time within one (1) year after the date the Statement in dispute is issued, even if such Party has already paid amounts shown on such Statement in full. Except as provided in Section 9.2(v), a Statement shall become final, and not subject to dispute,

on the date one (1) year from the date such Statement is issued unless, within that year, a Party: (a) presents the dispute in writing to the non-disputing Party accompanied by a brief explanation of the source of the dispute; and (b) submits documentation supporting the dispute to the non-disputing Party within thirty (30) calendar days thereafter.

9.4 Billing for BGS-FP Supplier's Obligations to Other Parties

The Company shall not have any responsibility for billing between: the BGS-FP Supplier and the MISO; the BGS-FP Supplier and any Energy or Capacity source; or the BGS-FP Supplier and any other third party.

ARTICLE 10. SYSTEM OPERATION

10.1 Disconnection and Curtailment by the Company

The Company shall have the right, without incurring any liability to the BGS-FP Supplier, to disconnect (or otherwise curtail, interrupt or reduce deliveries from) the BGS-FP Supplier or to disconnect (or otherwise curtail, interrupt or reduce deliveries to) any Customer whenever the Company determines in the exercise of its good faith discretion, or when the Company is directed by the MISO, that such a disconnection, curtailment, interruption or reduction is necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the Company's facilities; or due to any other reason affecting the safe and reliable operation of the Company's or a Customer's facilities, including Emergencies, forced outages or potential overloading of the Company's transmission and/or distribution circuits, potential damage to any Customer's facilities or any risk of injury to persons; provided, however, that nothing in this Section 10.1 shall modify or otherwise alter the rights and obligations provided under any existing FERC approved agreement between the Company and the BGS-FP Supplier governing the provision of interconnection services. The Company shall have the right to implement the MISO load response programs and emergency energy programs.

10.2 Inadvertent Loss of Service to BGS-FP Customers

The Parties agree and acknowledge that service to BGS-FP Customers may be inadvertently lost due to storms, weather, accidents, breakage of equipment or other events beyond the reasonable control of the Company affecting the transmission and distribution of the Company. Neither Party will have any liability to the other Party for the occurrence of such events except for the Company's obligation to pursue steps for the resumption of the disrupted service as set forth in Section 10.3. In no event will an inadvertent loss of service affect a Party's obligation to make any payments then due or becoming due with respect to performance rendered prior to such inadvertent loss of service.

10.3 Good Faith Efforts

The Company shall use good faith efforts to: (i) minimize any curtailment, interruption or reduction to the extent practicable under the circumstances; (ii) provide the BGS-FP Supplier with prior notification of any curtailment, interruption or reduction, to the extent practicable; and (iii) resume service as promptly as practicable.

10.4 MISO Requirements

Each Party acknowledges and agrees that it will be bound by all MISO operating instructions, policies and procedures as are currently set forth in the MISO Operating Manual, which are available through the Internet on the MISO Home Page (<http://www.midwestiso.org>), as may be revised from time to time, which are needed to maintain the integrity of the MISO system. Each Party acknowledges and agrees that it will cooperate with the other Parties so that such other Parties will be in compliance with all MISO Emergency Operations Procedures, which include, but are not limited to, those procedures pertaining to minimum and maximum generation Emergencies, and measures requiring involuntary Customer participation, such as supply voltage reduction or full interruption of Customer load by either manual or automatic means.

10.5 Compliance with Governmental Directives

Each Party also acknowledges and agrees that the other Party may need to act in response to governmental or civil authority directives which may affect BGS-FP Customer load. Each Party agrees to cooperate with the other Parties in order to comply with said directives.

ARTICLE 11. DISPUTE RESOLUTION

11.1 Informal Resolution of Disputes

The Company and the BGS-FP Supplier shall use good faith and reasonable commercial efforts to informally resolve all disputes arising out of the implementation of this Agreement within no more than thirty (30) days. The BGS-FP Supplier's point of contact for all information, operations, and questions shall be the Company's Power Supply Acquisition Unit, or its successor organization, and the Illinois Auction Website. Any dispute between the Company and the BGS-FP Supplier under this Agreement shall be referred to a designated senior representative of each of the Parties, who shall attempt to timely resolve the dispute. If such representatives can resolve the dispute, such resolution shall be reported in writing to and shall be binding upon the Parties. If such representatives cannot resolve the dispute within a period not to exceed thirty (30) days, as specified above, or a Party fails to appoint a representative within ten (10) days of written notice of the existence of a dispute, either Party may proceed as permitted by Section 11.2 of this Agreement.

11.2 Recourse to Agencies or Courts of Competent Jurisdiction

Nothing in this Agreement shall restrict the rights of either Party to file a complaint with the FERC under relevant provisions of the Federal Power Act ("FPA"), with the ICC under relevant provisions of the Applicable Legal Authorities, with an Illinois state court of competent jurisdiction, or with a federal court of competent jurisdiction situated in the State of Illinois. The Parties' agreement hereunder is without prejudice to any Parties' right to contest the subject matter jurisdiction of the agency or court to which a complaint is brought.

As this is a wholesale power transaction subject to FERC jurisdiction, absent the agreement of the Company and the BGS-FP Supplier to a proposed change to this Agreement, the Parties agree that the standard of review for any change to this Agreement, whether proposed by a Party, a non-party, the ICC or FERC acting sua sponte, will be the “public interest” standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956).

If a Party determines to file a lawsuit related to this Agreement in a court, such lawsuit may only be filed in an Illinois state court of competent jurisdiction or a federal court of competent jurisdiction situated in Illinois.

ARTICLE 12. REGULATORY AUTHORIZATIONS AND JURISDICTION

12.1 Compliance with Applicable Legal Authorities

The Company and the BGS-FP Supplier are subject to, and shall comply with, all existing or future applicable federal, state and local laws, all existing or future duly promulgated orders or other duly-authorized actions of the MISO or of Applicable Legal Authorities that relate to or affect performance under this Agreement. Compliance by the Company with any Renewable Energy Portfolio Standards enacted, approved, required or ordered by the Applicable Legal Authorities shall not be deemed a breach or violation of this Agreement or an Event of Default under Section 5.1.

12.2 FERC Jurisdictional Matters

The inclusion herein of descriptions of procedures or processes utilized by the MISO or otherwise subject to the jurisdiction of FERC is intended solely for informational purposes. If anything stated herein is found by the FERC to conflict with or be inconsistent with any provision of the FPA, or any rule, regulation, order or determination of the FERC under the FPA, or if any existing procedures or processes utilized by the MISO are duly modified, the applicable FERC

rule, regulation, order, determination or modification shall control. To the extent required under any provision of the FPA, or any rule, regulation, order or determination of the FERC under the FPA, the Company and/or BGS-FP Supplier if applicable, shall use reasonable commercial efforts to secure, from time to time, all appropriate orders, approvals and determinations from the FERC necessary to support this Agreement.

ARTICLE 13. LIMITATION OF LIABILITY

13.1 Limitations on Liability

Except to the extent expressly set forth in this Agreement, the BGS-FP Supplier shall be liable to the Company, and vice versa, for direct damages incurred as a result of such Party's failure to comply with this Agreement and no Party shall have any liability to the other Party for consequential, indirect, special or punitive damages, including lost profits or lost revenues, arising out of such Party's failure to comply with its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement does not impose on the BGS-FP Supplier any obligation towards or liability to any Other BGS Supplier.

13.2 Risk of Loss and Changes in Market Rules and Conditions

Until the BGS-FP Supply is delivered to the Company at the Delivery Point, the BGS-FP Supplier shall bear all risk of loss associated with the procurement and delivery of BGS-FP Supply. Title to and risk of loss related to BGS-FP Supply shall transfer from the BGS-FP Supplier to the Company at the Delivery Point. The BGS-FP Supplier warrants that it will deliver to the Company BGS-FP Supply free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point.

The Company will bear the risk of any changes in the charges and requirements associated with delivery service and NITS. The BGS-FP Supplier will bear the risk of all other changes in market rules or conditions, whatever the cause or source of those changes, that

result in the imposition of new, additional or increased charges, services or products being required in order to effect the delivery of BGS-FP Supply to the Delivery Point. Subject to the provisions of Section 15.13, should any such charges, services, responsibilities or products be imposed on or allocated to the Company by any Applicable Legal Authority, the Company shall allocate or assign such charges, services, responsibilities or products to the BGS-FP Supplier, and the BGS-FP Supplier agrees to accept such allocation or assignment.

ARTICLE 14. INDEMNIFICATION

14.1 Indemnification

(i) Should the Company become the defendant in, or obligor for, any third party's claims and/or liabilities for losses, penalties, expenses, damage to property, injury to or death of any person including a Party's employees or any third parties, including, without limitation, damages as provided in Section 16-125 of the Illinois Public Utilities Act and implementing rules, that were caused by or occur as a result of an act or omission of the BGS-FP Supplier with respect to performance of an obligation arising under this Agreement, or for which the BGS-FP Supplier has otherwise assumed liability under the terms of this Agreement, the BGS-FP Supplier shall defend (at the Company's option), indemnify and hold harmless the Company, its shareholders, board members, directors, officers and employees and agents, from and against any and all such third party claims and/or liabilities, except to the extent that a court of competent jurisdiction determines that the losses, penalties, expenses or damages were caused wholly or in part by the gross negligence or willful misconduct of the Company. The Company may, at its own expense, retain counsel and participate in the defense of any such suit or action.

(ii) Should the BGS-FP Supplier become the defendant in, or obligor for, any third party's claims and/or liabilities for losses, penalties, expenses, damage to property, injury to or death of any person including a Party's employees or any third parties, that were caused

by or occur in connection with an act or omission of the Company with respect to an obligation arising under this Agreement, or for which the Company has otherwise assumed liability under the terms of this Agreement, the Company shall defend (at the option of the BGS-FP Supplier), indemnify and hold harmless the BGS-FP Supplier, its shareholders, board members, directors, officers and employees and agents, from and against any and all such third party claims and/or liabilities, except to the extent that a court of competent jurisdiction determines that the losses, penalties, expenses or damages were caused wholly or in part by the gross negligence or willful misconduct of the BGS-FP Supplier. The BGS-FP Supplier may, at its own expense, retain counsel and participate in the defense of any such suit or action.

14.2 Survives Agreement

The obligation of a Party to defend, indemnify, and hold harmless another Party under this Article shall survive termination of this Agreement.

ARTICLE 15. MISCELLANEOUS PROVISIONS

15.1 Notices

Unless otherwise stated herein, all notices, demands or requests required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by overnight express mail, courier service or facsimile transmission (with the original transmitted by any of the other aforementioned delivery methods) addressed as follows:

If to the BGS-FP Supplier: Notification information for the BGS-FP Supplier is set forth on Appendix A hereto.

If to the Company, to:

Craig D. Nelson
Vice President, Power Supply Acquisition
AmerenIP
1901 Chouteau Avenue, MC 1450
St. Louis, MO 63103

(314) 554-6433 (phone)
(314) 206-0210 (fax)

With a copy to:

Joseph H. Raybuck
Managing Associate General Counsel
Ameren Services Company
1901 Chouteau Avenue, MC 1310
St. Louis, MO 63103
(314) 554-2976 (phone)
(314) 554-4014 (fax)

or to such other person at such other address as a Party shall designate by like notice to the other Party. Notice shall be effective when received. Notice received after the close of the Business Day shall be deemed received on the next Business Day; provided, that notice by facsimile transmission shall be deemed to have been received by the recipient if the recipient confirms receipt telephonically or in writing.

15.2 No Prejudice of Rights

The failure of a Party to insist on any one or more instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect. No term or condition of this Agreement shall be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by the Party claimed to have waived or consented to excuse.

15.3 Assignment

Parties shall not assign any of their rights or obligations under this Agreement without obtaining (a) any necessary regulatory approval(s) and (b) the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld or delayed; provided, however, that the Company agrees that it shall grant its consent to a proposed assignment by the BGS-FP Supplier if the proposed assignee meets all of the Company's creditworthiness

requirements then in effect under Article 6. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee and all necessary consents have been obtained. Any assignment in violation of this Section 15.3 shall be void; provided, however, the Company may assign any or all of its rights and obligations under this Agreement with prior written notice to the BGS-FP Supplier but without the BGS-FP Supplier's consent, to any entity succeeding to all or substantially all of the assets of the Company, if such assignee agrees, in writing, to be bound by all of the terms and conditions and all necessary regulatory approvals are obtained. The BGS-FP Supplier may, with prior written notice to the Company but without obtaining the approval of the Company, assign the accounts, revenues or proceeds under this Agreement to a third party. The Company agrees that, following receipt of such notice of the assignment of accounts, revenues or proceeds and such other documentation that the Company may reasonably request, the Company will pay amounts becoming due to the BGS-FP Supplier under this Agreement directly to the designated assignee; provided, however, that nothing herein shall enlarge or expand the rights of such designated assignee beyond the rights granted to the BGS-FP Supplier and the right of such designated assignee to receive payments shall be subject to all defenses, offsets and claims of the Company arising under this Agreement. The Company further agrees that, in the event necessary regulatory approvals to effectuate an assignment have been sought in good faith but that action by the regulatory body is pending, the Company shall accept the performance of the proposed assignee as a Party to this Agreement, as co-obligor with the BGS-FP Supplier proposing to assign its interest, until such approvals are obtained; provided, however, that, in the event the regulatory body declines to grant its approval, the request for approval of the assignment shall be deemed to have been rejected for good reason.

15.4 Governing Law and Venue

Except to the extent that the FPA governs questions, including those concerning the formation, validity, interpretation, execution, amendment, termination and construction of this Agreement, this Agreement shall be governed by the laws of the State of Illinois, without regard to principles of conflicts of law.

15.5 Headings

The headings and subheadings contained in this Agreement are used solely for convenience and do not constitute a part of the Agreement between the Parties hereunto, nor should they be used to aid in any manner in the construction of this Agreement.

15.6 No Presumption of Construction For or Against Any Party

The Parties have each been represented by counsel of their choosing in connection with entering into this Agreement. Any rule of construction or interpretation requiring this Agreement to be construed or interpreted for or against any Party shall not apply to the construction or interpretation of this Agreement.

15.7 Presumption of LMP Market

This Agreement has been drafted with the presumption that, during the Delivery Period, there will exist a real-time LMP Market encompassing the Delivery Point. In the event such an LMP Market fails to exist during the Delivery Period, the Parties will negotiate in good faith to revise this Agreement in an effort to provide for its effective implementation and application, without altering the balance of risks, rewards, and costs currently set forth in this Agreement.

15.8 Changes in Rules or Tariffs

In the event of a material change during the Term of any rules or tariffs affecting any Parties' obligations under this Agreement, from the state of such rules or tariffs on the Effective Date, the Parties' obligations under this Agreement shall change as well in a manner in keeping with the balance of risks, rewards, and costs currently set forth in this Agreement including,

above all, the principle that the BGS-FP Supplier bears the risk of changes related to the delivery of BGS-FP Supply to the Delivery Point and the Company bears the risk of changes related to the delivery of BGS-FP Supply from the Delivery Point to BGS-FP Customers. If deemed necessary by any Party, the Parties shall revise this Agreement to reflect such change(s).

15.9 Entire Agreement

This Agreement supersedes all previous representations, understandings, negotiations and agreements either written or oral between the Parties hereto or their representatives with respect to the subject matter and constitutes the entire agreement of the Parties with respect to the subject matter.

15.10 Exhibits

Appendices A through H referred to herein and attached hereto are made a part of this Agreement for all purposes.

15.11 Third Party Beneficiaries

This Agreement is intended solely for the benefit of the Parties. Nothing in this Agreement shall be construed to create any duty, or standard of care with reference to, or any liability to, any person not a Party to this Agreement.

15.12 Successors and Assignees

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assignees of the Parties.

15.13 General Miscellaneous Provisions

(i) This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties, or to impose any partnership or other fiduciary obligation or liability upon any Party. No Party shall have any right, power, or

authority to enter into any agreement or undertaking for, or on behalf of, or to act as or be an agent or representative of, or to otherwise bind, any other Party.

(ii) Cancellation, expiration or termination, including Early Termination, of this Agreement shall not terminate provisions, rights, liabilities, powers and obligations under or afforded by this Agreement that (a) by their nature or express terms survive such cancellation, expiration or termination or (b) permit, pertain to or concern the exercise or enforcement of rights, powers, obligations or remedies upon the occurrence of an Event of Default or Early Termination, including determination, pursuit and recovery of damages, setoff, and netting, liquidation of and realization on collateral, and indemnification.

(iii) If any provision of this Agreement is held invalid, illegal or unenforceable, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to either Party. Upon such determination that any provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement may be consummated as originally contemplated to the fullest extent possible.

(iv) Each of the Parties acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms.

(v) This Agreement is intended by the Parties as a final expression of their agreement.

15.14 Taxes

The BGS-FP Supplier shall pay or cause to be paid all taxes imposed by any government authority ("Governmental Charges") on or with respect to the BGS-FP Supply arising prior to the Delivery Point. The Company shall pay or cause to be paid all Governmental Charges on or with respect to the BGS-FP Supply at and from the Delivery Point. Notwithstanding any other provision of this Agreement, each of the Parties shall pay or cause to be paid all income taxes and gross receipts taxes imposed on such Party by Applicable Legal Authorities. In the event the BGS-FP Supplier is required by law or regulation to remit or pay Governmental Charges that are the Company's responsibility hereunder, the Company shall promptly reimburse the BGS-FP Supplier for such Governmental Charges. If the Company is required by law or regulation to remit or pay Governmental Charges that are the BGS-FP Supplier's responsibility hereunder, the Company may deduct the amount of any such Governmental Charges from the sums due to the BGS-FP Supplier under Article 9. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under the law. All Parties, upon reasonable request, shall provide the other Parties with copies of any applicable valid tax exemption certificates.

15.15 Registered Agent

The BGS-FP Supplier and any Guarantor shall maintain a registered agent for service of process in the State of Illinois and consent to the jurisdiction of the courts of the State of Illinois for the resolution of any dispute hereunder. The registered agent may be any:

- (i) person who:
 - (a) is over 18 years of age;
 - (b) is a resident of Illinois; and

(c) agrees to accept service of process on the GPPBGS-BFP Supplier's or Guarantor's behalf; or

(ii) Corporation that is allowed by its articles of incorporation to accept service of process for another corporation.

15.16 Binding Terms

This Agreement and the rates, terms and conditions herein shall remain in effect for the entire Term and each Party agrees not to seek any change to such rates, terms and conditions pursuant to the Federal Power Act, including any change on the grounds that they are unjust or unreasonable.

15.17 Amendment

This Agreement, including the appendices hereto, cannot be amended without the written agreement of all Parties and the approval of the FERC, if necessary, prior to such amendment becoming effective.

15.18 Counterparts

This Agreement may be executed in counterparts, each of which will be considered an original, but all of which shall constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

ATTEST:

Illinois Power Company d/b/a AmerenIP

By:

Title: President and COO

[BGS-FP Supplier]

By:

Title: _____

APPENDIX A TO THE BGS-FP SUPPLIER FORWARD CONTRACT

[BGS-FP SUPPLIER NAME]

Anticipated Delivery Period (as indicated)	Number of Tranches	BGS-FP Supplier Responsibility Share	Final Auction Price
June 1, 2008 through May 31, 2011			

Address for Notice

The address for any notice to the above-referenced BGS-FP Supplier provided pursuant to Sections 6.7 and 15.1 of the BGS-FP Supplier Forward Contract shall be the following:

For Credit Related Issues, Section 6.7:

Name:
Address:
Telephone:
Fax:
E-Mail:

For Notices, Section 15.1:

Name:
Address:
Telephone:
Fax:
E-Mail: