

APPENDIX B TO THE BGS-FP SUPPLIER FORWARD CONTRACT
SEASONAL PAYMENT FACTOR

The Seasonal Payment Factor is as follows:

Summer Factor:

Nonsummer Factor:

APPENDIX C TO THE BGS-FP SUPPLIER FORWARD CONTRACT
MISO-TRANSMISSION CHARGES FOR WHICH BGS SUPPLIERS ARE
ULTIMATELY RESPONSIBLE

- I. ALL CHARGES INVOICED DIRECTLY TO MARKET PARTICIPANTS THROUGH MARKET SETTLEMENTS
- II.

SCHEDULE 3 Regulation And Frequency Response Service
SCHEDULE 5 Operating Reserve - Spinning Reserve Service
SCHEDULE 6 Operating Reserve - Supplemental Reserve Service

That portion of Schedule 11 charges specified by the MISO as prior period adjustments to Schedules 3, 5 or 6 for those periods for which the BGS-FP Supplier was responsible.

APPENDIX D TO THE BGS-FP SUPPLIER FORWARD CONTRACT

MTM EXPOSURE AMOUNT CALCULATION INFORMATION

Disclaimer: The prices that appear in this Appendix are purely hypothetical and are not based on or derived from any actual source for forward pricing. They are included solely for purposes of illustration.

As set forth in Articles 1 and 6 of this Agreement, the MtM Exposure Amount is an amount calculated each Business Day for the BGS-FP Supplier that reflects the financial exposure to the Company due to fluctuations in market prices for Energy, less any amounts due to the BGS-FP Supplier pursuant to this Agreement for the delivery of BGS-FP Supply.

This Appendix D explains the methodology and data sources that the Company will use to calculate the MtM. MtM refers to the Company's financial exposure due to fluctuations in market prices for Energy, while MtM Exposure Amount refers to the financial exposure *net of* any amount due to the BGS-FP Supplier for BGS-FP Supply already delivered.

If the sum of the MtM Exposure Amounts for all agreements for BGS-FP Supply executed in 2006 or beyond between the Company and the BGS-FP Supplier results in a negative number, the MtM Exposure Amount shall be zero.

MtM

The MtM will be calculated for each month of deliveries under this Agreement. The MtM is calculated as the sum of i) changes in On-Peak Forward Market Prices (relative to On-Peak Forward Market Prices on the closing day of the Illinois Auction) multiplied by the on-peak MWh volume assumptions for BGS-FP Load; and ii) changes in estimated Off-Peak Forward Market Prices (relative to estimated Off-Peak Forward Market Prices on the closing day of the Illinois Auction) multiplied by the off-peak MWh volume assumptions for BGS-FP Load. The total MtM that will be used to calculate the MtM Exposure Amount will be equal to the sum of the MtM for each remaining month in the Delivery Period times 1.1. When On-Peak Forward Market Prices are not available for a given month, an estimate of that month's On-Peak Forward Market Price will be used to establish the MtM.

Change in On-Peak Forward Market Price

On each Business Day during the term of this Agreement, the Company will calculate the change in On-Peak Forward Market Price for each month to be the difference between that day's "Mark" (the current On-Peak Forward Market Price for that month) and the "Initial Mark" (the On-Peak Forward Market Price for that month as of the closing day of the Illinois Auction.) Initial Marks determined at the close of the Illinois Auction are provided in Table 1. These values are fixed for the term of this Agreement.

Change in Off-Peak Forward Market Price

On each Business Day during the term of this Agreement, the Company will calculate the change in Off-Peak Forward Market Price to be the change in On-Peak Forward Market Price for that month multiplied by the historical off-peak to on-peak price ratio for that month.

The historical off-peak to on-peak price ratios that will be used to calculate the MtM are provided in Table 2. These values are fixed for the term of this Agreement.

Estimated Energy Quantities

On-peak and off-peak energy assumptions used to calculate the MtM are provided in Table 3. These values may be adjusted (but no more frequently than monthly) to reflect the most current changes in BGS-FP energy assumptions.

PRICING SOURCES FOR INITIAL MARKS AND MARKS

Quotes for Standard Power Products in the Over-The-Counter Broker Market

The Company (or an agent for the Company) will communicate with at least two and up to four Brokers who actively broker forward power products. The Company or its agent will obtain bid and ask quotes for forward on-peak (5x16) energy products at the MISO Illinois Hub for each remaining month of the Delivery Period. The Company may also rely on quotes for standard forward power products at other relevant power trading hubs if it deems there is insufficient liquidity at the MISO Illinois Hub. To the degree other hubs are relied on, an appropriate "basis" may be calculated and applied to reflect locational price differences in the spot and/or forward markets.

Alternative Sources of Price Data

In addition to Broker quotes, the Company may also rely on alternative sources of price data, should Broker data be insufficient, such as a Published Index or prices for exchange-traded electricity futures contracts.

Definition of an Available Broker Quote

For Broker quotes, both a bid and ask price must be quoted from at least two Brokers for the price to be deemed available.

METHODOLOGY FOR SETTING INITIAL MARKS AND MARKS

Setting the Initial Mark for the On-Peak Forward Market Price

For the months for which the Company or its agent can obtain Available Broker Quotes, the on-peak Initial Mark will equal the simple average of the bid and ask prices for those months where quotes are available. These "mid-market" prices will further be averaged across Brokers in order to set the Initial Mark. For a given month, the Available Broker Quotes used may be quoted specific to that month or for a multi-month block period containing the given month. If the Company obtains multiple Available Broker Quotes that contain a given month, the Available Broker Quote for the shortest available period will be used to calculate the Available Broker Quote used to set the Mark for the given month. Thus, if the Company or its agent is unable to obtain an Available Quote specific to that month, but can "back out" a monthly quote proxy using multi-month block Available Broker Quotes, the "backed out" price method will be utilized.

If the Company or its agent cannot obtain Available Broker Quotes for certain months, alternative sources of price data will be relied on for setting the Initial Mark for the On-Peak Forward Market Price, to the extent such pricing data is available from the alternative sources.

For months for which Available Broker Quotes cannot be obtained and pricing information is unavailable from alternative sources, the Company will set the on-peak Initial Mark using a methodology that utilizes the best information available to the Company at that time.

Indicative pricing for the Initial Marks utilizing the methodology elaborated above will be provided to the BGS-FP Suppliers at least 14 days prior to the Illinois Auction, and will be updated on each Business Day during the Illinois Auction. ICC Staff will be provided with the indicative pricing for the Initial Marks prior to its release.

Setting the Initial Mark for the Off-Peak Forward Market Price

The Initial Mark for the Off-Peak Forward Market Price will be the Initial Mark for the On-Peak Forward Market Price multiplied by the off-peak to on-peak price ratio for the month from Table 2.

Updating the Mark for the On-Peak Forward Market Price

Each Business Day during the term of this Agreement, the Company will calculate the Mark for On-Peak Forward Market Prices based on the following methodology:

- For each month, if the Company or its agent is able to obtain Available Broker Quotes (as defined above), the Company will include such quotes in the calculation of the MtM. For a given month, the Available Broker Quotes used may be quoted specific to that month or for a multi-month block period containing the given month. If the Company obtains multiple Available Broker Quotes that contain a given month, the Available Broker Quote for the shortest available period will be used to calculate the Available Broker Quote used to set the Mark for the given month. Thus, if the Company or its agent is unable to obtain an Available Quote specific to that month, but can “back out” a monthly quote proxy using multi-month block Available Broker Quotes, the “backed out” price method will be utilized.
- If, on a given Business Day, the Company or its agent is not able to obtain Available Broker Quotes, the Company will look to alternative sources of price data and will rely on the prices from alternative data sources to update the Mark for the On-Peak Forward Price, if pricing data is available from the alternative sources.
- If Broker quotes for a given month are not available on a given Business Day (the “Current Business Day”) and pricing data is unavailable from alternative sources for that month, the On-Peak Forward Market Prices for that month will be updated based on the change in On-Peak Forward Market Prices between the prior Business Day and the Current Business Day for those same months in different years during the Delivery Period for which quotes are available for the Current Business Day.
- If, on a given Business Day, the Company or its agent is not able to obtain an Available Broker Quote for a given calendar month of *any* year during the Delivery Period, and pricing data from alternative sources for the given calendar month for *any* year during the Delivery Period is also unavailable, then the Company will set the On-Peak Forward Market Price using a methodology that utilizes the best information available to the Company at that time.

Updating the Mark for the Off-Peak Forward Market Price

As noted above, on each Business Day during the term of this Agreement, the Mark for the Off-Peak Forward Market Price for a given month will be equal to the Mark for the On-Peak Forward Market Price for that month multiplied by the historical off-peak to on-peak price ratio for that month from Table 2.

TIMING OF CALCULATIONS

Illustrative values for Tables 1, 2 and 3 will be provided 14 days prior to the Illinois Auction.

On the closing day of the Illinois Auction, the following parameters will be set:

1. A table of on-peak Initial Marks for each month
2. A table of monthly historical off-peak/on-peak price ratios
3. On-peak energy quantity assumptions *
4. Off-peak energy quantity assumptions *

On each Business Day subsequent to the closing day of the Illinois Auction, the following

parameters will be set:

1. On-Peak Forward Market Prices
2. Change in On-Peak Forward Market Prices
3. Change in Off-Peak Forward Market Prices

Each month, the following parameters may, at the Company's discretion, be updated:

1. On-peak energy quantity assumptions *
2. Off-peak energy quantity assumptions *

* Please note that the assumed energy values in this table are only intended for use in the calculation of the MtM Exposure Amount.

TABLE 1
INITIAL MARKS (\$/MWH)

| Delivery | |
|-----------------|--|
| Jun 2008 | |
| Jul 2008 | |
| Aug 2008 | |
| Sep 2008 | |
| Oct 2008 | |
| Nov 2008 | |
| Dec 2008 | |
| Jan 2009 | |
| Feb 2009 | |
| Mar 2009 | |
| Apr 2009 | |
| May 2009 | |
| Jun 2009 | |
| Jul 2009 | |
| Aug 2009 | |
| Sep 2009 | |
| Oct 2009 | |
| Nov 2009 | |
| Dec 2009 | |
| Jan 2010 | |
| Feb 2010 | |
| Mar 2010 | |
| Apr 2010 | |
| May 2010 | |
| Jun 2010 | |
| Jul 2010 | |
| Aug 2010 | |
| Sep 2010 | |
| Oct 2010 | |
| Nov 2010 | |
| Dec 2010 | |
| Jan 2011 | |
| Feb 2011 | |
| Mar 2011 | |
| Apr 2011 | |
| May 2011 | |

**TABLE 2
OFF-PEAK TO ON-PEAK PRICE RATIOS**

| Table 2B: Off-Peak to On-Peak Price Ratios | |
|---|--|
| | |
| <i>January</i> | |
| <i>February</i> | |
| <i>March</i> | |
| <i>April</i> | |
| <i>May</i> | |
| <i>June</i> | |
| <i>July</i> | |
| <i>August</i> | |
| <i>September</i> | |
| <i>October</i> | |
| <i>November</i> | |
| <i>December</i> | |

Source: Calculated based on the monthly average historical ratio of Cinergy off-peak to Cinergy on-peak prices. For purposes of this calculation, the actual MISO real-time Locational Marginal Prices are averaged across on-peak and off-peak time periods.

TABLE 3

ON-PEAK AND OFF-PEAK ENERGY ASSUMPTIONS*

| Jun 2008 | | |
|----------|--|--|
| Jul 2008 | | |
| Aug 2008 | | |
| Sep 2008 | | |
| Oct 2008 | | |
| Nov 2008 | | |
| Dec 2008 | | |
| Jan 2009 | | |
| Feb 2009 | | |
| Mar 2009 | | |
| Apr 2009 | | |
| May 2009 | | |
| Jun 2009 | | |
| Jul 2009 | | |
| Aug 2009 | | |
| Sep 2009 | | |
| Oct 2009 | | |
| Nov 2009 | | |
| Dec 2009 | | |
| Jan 2010 | | |
| Feb 2010 | | |
| Mar 2010 | | |
| Apr 2010 | | |
| May 2010 | | |
| Jun 2010 | | |
| Jul 2010 | | |
| Aug 2010 | | |
| Sep 2010 | | |
| Oct 2010 | | |

| | | |
|----------|--|--|
| Nov 2010 | | |
| Dec 2010 | | |
| Jan 2011 | | |
| Feb 2011 | | |
| Mar 2011 | | |
| Apr 2011 | | |
| May 2011 | | |

***PLEASE NOTE THAT THESE VOLUMES ARE TOTAL VOLUMES FOR THE LOAD CATEGORIES AND ARE NOT EXPRESSED ON A PER TRANCHE OR PER CONTRACT BASIS.**

APPENDIX E TO THE BGS-FP SUPPLIER FORWARD CONTRACT

LETTER OF CREDIT

_____ (Date)

Letter of Credit No. _____

To:

Illinois Power Company d/b/a

AmerenIP]

[address]

Attention: _____

1. We hereby establish this Irrevocable Transferable Standby Letter of Credit (this "Letter of Credit") in your favor in the amount of USD \$_____ (the "Stated Amount") effective immediately and available to you at sight upon demand at our counters at [location] and expiring at 5:00 PM New York, NY time¹, 365 days after date of issuance (the "Initial Expiration Date"), unless terminated earlier in accordance with the provisions of Paragraph ~~46~~14 hereof or otherwise extended in accordance with the provisions of Paragraph ~~45~~13 hereof (the "Extended Expiration Date"; the latest of the Initial Expiration Date and any Extended Expiration Date being referred to herein as the "Expiration Date").
2. This Letter of Credit is issued at the request and for the account of _____ (including its successors and assigns, the "Applicant"), and we hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the Stated Amount, subject to reduction as provided in Paragraph ~~9~~7 hereof. This Letter of Credit may be drawn upon an Event of Default under the BGS-FP Supplier Forward Contract(s) between the Applicant and you, dated __, 20__.
3. A partial or full drawing hereunder may be made by you on any Business Day on or prior to the Expiration Date by delivering, by no later than 11:00 AM [New York, NY time] on such Business Day to (Bank), (address), (a) a notice executed by you in the form of Annex 1 hereto, appropriately completed and duly signed by your Authorized Officer and (b) your draft in the form of Annex 2 hereto, appropriately completed and duly signed by your Authorized Officer.
4. Drafts, document(s) and other communications hereunder may be presented or delivered to us by facsimile transmission. Presentation of documents to effect a draw by facsimile must be made to the following facsimile number: _____, and confirmed by telephone to us at the following number: _____. In

¹ If the issuer of the Letter of Credit is located in an area that is not in the Eastern time zone, this time and all other times in this Letter of Credit, and the definition of a Business Day should be adjusted accordingly here and in Paragraphs 3, ~~6~~, ~~11~~5, ~~9~~ and ~~16~~14.

the event of a presentation via facsimile transmission, no mail confirmation is necessary and the facsimile transmission will constitute the operative drawing documents.

- ~~5. We may, but shall not be obligated to, accept any request to issue a substitute Letter of Credit. Such request shall be made pursuant to an Availability Certificate in the form of Annex 3 hereto executed by your Authorized Officer and delivered by you to us for exchange for a new Letter of Credit in the amount set forth in such Availability Certificate, which amount shall not exceed the Stated Amount less any amounts drawn under this Letter of Credit at or before the time of submission of such Availability Certificate, and expiring on the then current Expiration Date. Upon acceptance by us of any such request to issue a substitute Letter of Credit for exchange, the new Letter of Credit shall be issued in the amount as set forth in the Availability Certificate.~~
5. ~~6.~~ We hereby agree to honor a drawing hereunder made in compliance with the terms and provisions of this Letter of Credit by transferring in immediately available funds the amount specified in the draft (or so much thereof as is available hereunder) delivered to us in connection with such drawing to such account at such bank in the United States as you may specify in your draft delivered to us pursuant to Paragraph 3 hereof, by 3:00 PM [New York, NY time] on the date of such drawing, if delivery of the requisite document is made prior to 11:00 AM [New York, NY time] on a Business Day pursuant to Paragraph 3 hereof, but at the opening of business on the first Business Day next succeeding the date of such drawing if delivery of the requisite document is made on or after 11:00 AM [New York, NY time] on any Business Day pursuant to Paragraph 3 hereof.
- ~~7. Drafts drawn hereunder can either be executed jointly by all of the above named beneficiaries or executed separately by any beneficiary. In the event drafts are executed by one beneficiary, such drawings will be considered as a presentation on behalf of all of the named beneficiaries and the amount drawn will be reduced from the amount available under the credit. In any event, any amount drawn hereunder may not exceed the amount stated in the Letter of Credit.~~
6. ~~8.~~ If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you notice not later than the time provided in Paragraph ~~6~~5 above for honor of a drawing presented to us, that the demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefor that such non-conforming demand for payment was not effected and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment to the extent that you are entitled to do so, provided, however, in such event a conforming demand for payment must be timely made in accordance with the terms of this Letter of Credit.
7. ~~9.~~ Partial drawings are permitted hereunder and multiple drawings are permitted hereunder. The amount available for drawing by you under this Letter of Credit shall be automatically reduced to the extent of the amount of any drawings referencing

this Letter of Credit paid by us. Presentation of demands for drawings in amounts that exceed the amount available to be drawn hereunder shall not be deemed a failure to comply with the requirements of Paragraph 86 hereof, provided that the amounts payable on any such demand shall thus be limited to the amount then available to be drawn under this Letter of Credit.

8. ~~10.~~ Unless otherwise hereafter designated in writing to us by your Authorized Officer, all payments made by us under this Letter of Credit shall be transmitted by wire transfer to you pursuant to the following instructions:

Illinois Power Company d/b/a AmerenIP
Account No.: _____
Bank: _____
Bank's Address: _____

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

9. ~~11.~~ As used herein:

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

~~"Availability Certificate" shall mean a certificate substantially in the form of Annex 3 hereto, appropriately completed and duly signed by your Authorized Officer.~~

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

10. ~~12.~~ This Letter of Credit is assignable and transferable only in its entirety (a) pursuant to an instrument of assignment and transfer in the form of Annex 6 hereto. ~~Each beneficiary may assign and transfer its rights individually, 4 hereto, and~~ (b) to an entity ~~it identifies~~ you identify to us in such instrument as ~~its~~ your assignee, and we hereby consent to such assignment or transfer. Any and all transfer fees, expenses and costs shall be borne by the Applicant. Except as otherwise expressly stated herein, this Letter of Credit may not be amended or modified without consent from us, you, and the Applicant.

11. ~~13.~~ This Letter of Credit is subject to and shall be governed by the International Standby Practices 1998 (International Chamber of Commerce Publication No. 590), or any successor publication thereto (the "ISP"), except to the extent that the terms hereof are inconsistent with the provisions of the ISP, in which case the terms of this Letter of Credit shall govern. This Letter of Credit shall, as to matters not governed by the ISP or matters inconsistent with the ISP, be governed and construed in accordance with [New York] law, without regard to principles of conflicts of law.

12. ~~44.~~ Rule 3.14(a) of the ISP as it applies to this Letter of Credit is hereby modified to provide as follows: If on the last Business Day for presentation the place for presentation stated in this Letter of Credit is for any reason closed, then the last day for presentation is automatically extended to the day occurring thirty calendar days after the place for presentation re-opens for business. Rule 3.14(b) of the ISP is hereby modified by providing that any alternate place for presentation we may designate pursuant to this rule must be in the United States.
13. ~~45.~~ It is a condition of this Letter of Credit that its Expiration Date shall be automatically extended from its Initial Expiration Date, or any Extended Expiration Date, for successive one year periods unless you receive written notice from us at least ninety (90) but not more than one hundred twenty (120) days prior to the then current Expiration Date, sent by Federal Express or other nationally recognized next business day courier or delivery service to you at your address stated above (or such other address an Authorized Officer of your notifies us of in writing) that we elect not to extend this Letter of Credit for such additional one year period.
14. ~~46.~~ This Letter of Credit shall terminate on the earliest of the date (a) you have made drawings which exhaust the amounts available to be drawn under this Letter of Credit, (b) we receive from you a Certificate of Cancellation in the form of Annex 4 hereto together with the original of this Letter of Credit returned for cancellation, or (c) unless extended, 5:00 PM [New York, NY time] on the Expiration Date.
15. ~~47.~~ We certify that as of the date of issuance of this Letter of Credit our senior unsecured debt is rated "A" or better by Standard & Poor's Rating Service.
16. ~~48.~~ This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, changed, amplified or limited by reference to any document, instrument or agreement referred to herein, except for Annexes 1 through 6 hereto and the notices referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as set forth above. Except as otherwise expressly stated herein, this Letter of Credit may not be amended or modified by us without the consent of an Authorized Officer of the beneficiary.
17. ~~49.~~ In the event of an act of God, riot, civil commotion, insurrection, war, terrorism or by any strikes or lock outs, or any cause beyond our control, that interrupts our business, and causes the place for presentation of this Letter of Credit to be closed for business on the last day of presentation, the Expiration Date shall be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business, and we agree to effect payment, if this Letter of Credit is drawn against, otherwise in accordance with its terms, within such thirty (30) calendar day period.
18. ~~20.~~ This original Letter of Credit has been delivered to you as beneficiary in accordance with the Applicant's instructions. Any demands or communications in the form of the attached Annexes (~~except for Annex 5~~) or other communications directed to us under this Letter of Credit must be signed by your Authorized Officer.

Very truly yours,
(Issuing Bank)

By: _____

ANNEX 1 TO LETTER OF CREDIT
DRAWING UNDER LETTER OF CREDIT NO. _____
_____, 20__

To: (Issuing
(Address)

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

The undersigned is making a drawing under Your Letter of Credit No.

_____ (the Letter of Credit) in the amount specified below and hereby certifies to you as follows:

1. Capitalized terms used herein that are not defined herein shall have the meanings ascribed thereto in the Letter of Credit.
2. The undersigned is making a drawing under the Letter of Credit in the amount of USD \$_____ (the "Draw Amount").
3. An Event of Default has occurred under a BGS-FP Supplier Forward Contract between the Applicant and the undersigned, which entitles the undersigned to draw on the Letter of Credit for the Draw Amount.
4. The undersigned acknowledges that, upon your honoring the drawing herein requested, the amount of the Letter of Credit available for drawing shall be automatically decreased by the amount of this drawing honored by you.

Very truly yours,

Illinois Power Company d/b/a AmerenIP]

By:

Name:

Title:

Date:

cc: _____ [Applicant]

ANNEX 2 TO LETTER OF CREDIT
SIGHT DRAFT

Amount: \$ _____

Date: _____, 20__

AT SIGHT, PAY TO THE ORDER OF

[Illinois Power

Company d/b/a AmerenIP]

THE SUM OF _____ U.S. DOLLARS.

Drawn under Irrevocable Letter of Credit No. _____ of

_____ [identify Issuing Bank] dated

_____, 200_.

To: _____ [Issuing Bank]

_____ [Address]

Illinois Power Company d/b/a AmerenIP

By:

Name:

Title:

ANNEX 3 TO LETTER OF CREDIT
AVAILABILITY CERTIFICATE

_____, 20__

To: ~~(Issuing Bank)~~
~~(Address)~~

Attn: ~~Standby Letter of Credit Dept.~~
~~{Applicant}~~
~~{Address}~~

Attn:

Re: _____ [Issuing Bank] Letter of Credit No.
_____ (the "Letter of Credit")

Ladies and Gentlemen:

Pursuant to Paragraph 5 of the above-referenced Letter of Credit, the undersigned hereby requests that _____ [Issuing Bank] issue and deliver to us as beneficiary of the above-referenced Letter of Credit, an amendment to it to provide that the amount available for drawing thereunder from the date of the amendment will be in the amount of \$ _____ (the "New Amount"), but otherwise the terms of the above-referenced Letter of Credit shall remain unchanged. Please acknowledge your agreement to amend the Letter of Credit to the New Amount by issuing and forwarding the requested amendment of the Letter of Credit in the New Amount to the attention of the undersigned at the address listed below within two Business Days after the first Business Day on which you receive this Request.

Very truly yours,

Illinois Power Company d/b/a AmerenIP

By:

Name:

Title:

Date:

_____ [Address]

~~ANNEX 4 TO LETTER OF CREDIT~~
CERTIFICATE OF CANCELLATION

_____, 20__

To: (Issuing Bank)
(Address)

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

Ladies and Gentlemen:

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

Illinois Power Company d/b/a AmerenIP

By:

Name:

Title:

Date:

cc: _____ [Applicant Name]

~~ANNEX 5 TO LETTER OF CREDIT
NOTICE OF EXTENSION
OF LETTER OF CREDIT NO.
[date]~~

~~To:~~

~~{Illinois Power Company d/b/a AmerenIP}~~

~~{Address}~~

~~Attention:~~

~~Re: Our Letter of Credit no _____ presently in the amount of USD issued for the account of and
expiring on _____.~~

~~We hereby irrevocably agree to extend the expiration date of the above referenced Letter of
Credit no. to expire on (date), which date, for all purposes of the above referenced Letter of
Credit, shall be the Expiration Date of the Letter of Credit from and after the issuance of this
Notice of Extension, unless and until we issue a subsequent Notice of Extension extending the
Expiration Date to a later date.~~

~~Very truly yours,~~

~~BANK~~

~~By:~~

~~Name:~~

~~Title:~~

~~Date:~~

~~cc:~~

~~(Applicant Name)~~

~~ANNEX 64~~ TO LETTER OF CREDIT

NOTICE OF ASSIGNMENT AND TRANSFER
OF LETTER OF CREDIT NO.

[date]
To:
Bank
Bank Address
To Whom It May Concern:
Re: Credit Issued by Advice No

For value received, the undersigned beneficiary hereby irrevocably assigns and transfers to:
(Name of Transferee)
(Address)

all rights of the undersigned beneficiary to draw and receive payments under the above-referenced Letter of Credit in its entirety. By this transfer, all rights of the undersigned beneficiary in such Letter of Credit are transferred to the transferee, and the transferee shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments, whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the transferee without necessity of any consent of or notice to the undersigned beneficiary.

The original Letter of Credit is returned herewith, and we ask you to endorse the transfer thereon and forward it directly to the transferee at the address indicated above with your customary notice of transfer or issue a new Letter of Credit in the form of the Letter of Credit naming the transferee as the beneficiary thereof. From and after the transfer of the Letter of Credit, payments under the Letter of Credit shall be made to an account of the transferee in accordance with written instructions you receive from an authorized officer of the transferee. Pursuant to the Letter of Credit and your agreement with the Applicant, your transfer commission and any other expenses that may be incurred by you in conjunction with this transfer are payable by the Applicant.

Very truly yours,

Illinois Power Company d/b/a AmerenIP

By:
Name:
Title:

The above ~~signature~~signature with ~~title~~title as stated ~~conform~~conforms to those ~~that~~that on file with us and ~~are~~is authorized for the execution of said instruments.

(Name of authenticating bank)
(Authorized signature of authenticating party)
Name:
Title:

APPENDIX F TO THE BGS-FP SUPPLIER FORWARD CONTRACT

GUARANTY

THIS GUARANTY (this "Guaranty"), dated as of _____, 20___, is made by _____ (the "Guarantor"), a _____ organized and existing under the laws of _____, in favor of Illinois Power Company d/b/a AmerenIP (the "Guaranteed Party"), a corporation organized and existing under the laws of the State of Illinois.

Terms not defined herein shall have the meanings given to them in the BGS-FP and BGS-LFP Supplier Forward Contract(s), between the Guaranteed Party and _____, a _____ organized and existing under the laws of _____ (the "BGS Supplier"). This Guaranty is made by Guarantor in consideration for, and as an inducement for the Guaranteed Party to enter into, the Agreements with the BGS Supplier. Guarantor, subject to the terms and conditions hereof, hereby unconditionally, irrevocably and absolutely guarantees to the Guaranteed Party the full and prompt payment when due, subject to any applicable grace period, of all payment obligations of the BGS Supplier to the Guaranteed Party arising out of the Agreement(s). Without limiting the generality of the foregoing, Guarantor further agrees as follows:

1. The Guarantor, as primary obligor and not merely as surety, hereby irrevocably and unconditionally guarantees the full and prompt payment when due (whether by acceleration or otherwise) of any sums due and payable by the BGS Supplier as a result of an Event of Default under the Agreement(s) (including, without limitation, indemnities, damages, fees and interest thereon, pursuant to the terms of the Agreements). Notwithstanding anything to the contrary herein, the maximum aggregate liability of the Guarantor under this Guaranty shall *Option 1* [in no event exceed _____.] *Option 2* [in no event exceed the lesser of [the credit limit amount] or the sum of the Total Exposures Amounts under the Agreement(s).] All such principal, interest, obligations and liabilities, collectively, are the "Guaranteed Obligations". This Guaranty is a guarantee of payment and not of collection.
2. The Guarantor hereby waives diligence, acceleration, notice of acceptance of this Guaranty and notice of any liability to which it may apply, and waives presentment and all demands whatsoever except as noted herein, notice of protest, notice of dishonor or nonpayment of any such liability, suit or taking of other action by the Guaranteed Party against, and any other notice to, any party liable thereon (including the Guarantor or any other guarantor), filing of claims with a court in the event of the insolvency or bankruptcy of the BGS Supplier, and any right to require a proceeding first against the BGS Supplier.

3. The Guaranteed Party may, at any time and from time to time, without notice to or consent of the Guarantor, without incurring responsibility to the Guarantor and without impairing or releasing the obligations of the Guarantor hereunder, upon or without any terms or conditions: (a) take or refrain from taking any and all actions with respect to the Guaranteed Obligations, any Document or any person (including the BGS Supplier) that the Guaranteed Party determines in its sole discretion to be necessary or appropriate; (b) take or refrain from taking any action of any kind in respect of any security for any Guaranteed Obligation(s) or liability of the BGS Supplier to the Guaranteed Party; or (c) compromise or subordinate any Guaranteed Obligation(s) or liability of the BGS Supplier to the Guaranteed Party including any security therefor.

4. Subject to the terms and conditions hereof, the obligations of the Guarantor under this Guaranty are absolute, irrevocable and unconditional and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by: (a) any extension, renewal, settlement, compromise, waiver, consent, discharge or release by the BGS Supplier concerning any provision of the Agreement(s) in respect of any Guaranteed Obligations of the BGS Supplier; (b) the rendering of any judgment against the BGS Supplier or any action to enforce the same; (c) the existence, or extent of, any release, exchange, surrender, non-perfection or invalidity of any direct or indirect security for any of the Guaranteed Obligations; (d) any modification, amendment, waiver, extension of or supplement to any of the Agreement(s) or the Guaranteed Obligations agreed to from time to time by the BGS Supplier and the Guaranteed Party; (e) any change in the corporate existence (including its constitution, laws, rules, regulations or powers), structure or ownership of the BGS Supplier or the Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceedings affecting the BGS Supplier or its assets, the Guarantor or any other guarantor of any of the Guaranteed Obligations; (f) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the BGS Supplier, the Guaranteed Party or any other corporation or person, whether in connection herewith or in connection with any unrelated transaction; provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim; (g) the invalidity, irregularity or unenforceability in whole or in part of the Agreement(s) or any Guaranteed Obligations or any instrument evidencing any Guaranteed Obligations or the absence of any action to enforce the same, or any provision of applicable law or regulation purporting to

prohibit payment by the BGS Supplier of amounts to be paid by it under the Agreement(s) or any of the Guaranteed Obligations; and (h) except for a failure to comply with any applicable statute of limitations, any other act or omission to act or delay of any kind of the BGS Supplier, any other guarantor, the Guaranteed Party or any other corporation, entity or person or any other event, occurrence or circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of the Guarantor's obligations hereunder.

5. The Guarantor hereby irrevocably waives (a) any right of reimbursement or contribution, and (b) any right of salvage against the BGS Supplier or any collateral security or guaranty or right of offset held by the Guaranteed Party therefor.

6. The Guarantor will not exercise any rights, which it may acquire by way of subrogation until all Guaranteed Obligations to the Guaranteed Party pursuant to the Agreement(s) have been paid in full.

7. Subject to the terms and conditions hereof, this Guaranty is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. Except for a failure to comply with any applicable statute of limitations, no failure or delay on the part of the Guaranteed Party in exercising any right, power or privilege hereunder, and no course of dealing between the Guarantor and the Guaranteed Party, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any rights, powers or remedies, which the Guaranteed Party would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Guaranteed Party to any other or further action in any circumstances without notice or demand.

8. This Guaranty shall be binding upon the Guarantor and upon its successors and assigns and shall inure to the benefit of and be enforceable by the Guaranteed Party and its successors and assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of

the Guaranteed Party. The assignment rights of the Guaranteed Party will be in accordance with any applicable terms of the Agreement(s).

9. Neither this Guaranty nor any provision hereof may be changed, waived, discharged or terminated except upon written agreement of the Guaranteed Party and the Guarantor.

10. The Guarantor's liability as guarantor shall continue and remain in full force and effect in the event that all or any part of any payment made hereunder or any obligation or liability guaranteed hereunder is recovered (as a fraudulent conveyance, preference or otherwise) rescinded or must otherwise be reinstated or returned due to bankruptcy or insolvency laws or otherwise. If claim is ever made upon the Guaranteed Party for repayment or recovery of any amount or amounts received from the Guarantor or the BGS Supplier in payment or on account of any of the Guaranteed Obligations and the Guaranteed Party repay all or part of such amount by reason of (a) any judgment, decree or order of any court or administrative body having jurisdiction over such payee or any of its property, or (b) any settlement or compromise of any such claim effected by such payee with any such claimant (including the Guarantor), then and in such event the Guarantor agrees that any such judgment, decree, order, settlement or compromise shall be binding upon it, notwithstanding any revocation hereof or the cancellation of the Agreement(s) or other instrument evidencing any liability of the Guarantor, and the Guarantor shall be and remain liable to the Guaranteed Party hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by the Guaranteed Party.

11. Subject to Paragraph 10, this Guaranty shall remain in full force and effect until all Guaranteed Obligations have been fully and finally performed, at which point it will expire. The Guarantor may terminate this Guaranty upon thirty (30) days prior written notice to the Guaranteed Party which termination shall be effective only upon receipt by the Guaranteed Party of alternative means of security or credit support, as specified in the Agreement(s) and in a form reasonably acceptable to the Guaranteed Party. Upon the effectiveness of any such expiration or termination, the Guarantor shall have no further liability under this Guaranty, except with respect to the Guaranteed Obligations arising or created prior to the time the expiration or termination is effective, which

Guaranteed Obligations shall remain guaranteed pursuant to the terms of this Guaranty until finally and fully performed.

12. All notices and other communications hereunder shall be made at the addresses by hand delivery, by the next day delivery service effective upon receipt, or by certified mail return receipt requested (effective upon scheduled weekday delivery day) or telefacsimile (effective upon receipt of evidence, including telefacsimile evidence, that telefacsimile was received)

If to the Guarantor:
[To be completed]

If to the Guaranteed Party:

Notification information for the Guaranteed Party is set forth in Section 6.7 of the Agreement.

13. The Guarantor represents and warrants that: (a) it is duly organized and validly existing under the laws of the jurisdiction in which it was organized and has the power and authority to execute, deliver, and perform this Guaranty; (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over the Guarantor is required on the part of the Guarantor for the execution, delivery and performance of this Guaranty except for those already made or obtained; (c) this Guaranty constitutes a valid and legally binding agreement of the Guarantor, and is enforceable against the Guarantor; (d) the execution, delivery and performance of this Guaranty by the Guarantor have been and remain duly authorized by all necessary corporate or comparable action and do not contravene any provision of its _____ [insert appropriate corporate organizational document, such as Declaration of Trust, Limited Liability Company Agreement, Articles of Incorporation and by-laws] or any law, regulation or contractual restriction binding on it or its assets; and (e) the Guarantor satisfies the Minimum Rating requirement as defined in the Agreement(s).

14. This Guaranty and the rights and obligations of the BGS Supplier and the Guarantor hereunder shall be construed in accordance with and governed by the laws of the State of Illinois. The Guarantor and the Guaranteed Party jointly and severally agree

and irrevocably submit to the exclusive jurisdiction of state and federal courts located in the State of Illinois over any disputes arising or relating to this Guaranty and waive and agree not to assert as a defense any objections to venue or inconvenient forum. The Guarantor and the Guaranteed Party consent to and grant any such court jurisdiction over the person of such party and over the subject matter of such dispute and agree that summons or other legal process in connection with any such action or proceeding shall be deemed properly and effectively served when sent by certified U.S. mail, return receipt requested, to the address of the other party set forth in Paragraph 12 hereof, or in such other manner as may be permitted by law. The Guarantor and the Guaranteed Party each hereby irrevocably waives any and all rights to trial by jury with respect to any legal proceeding arising out of or relating to this Guaranty.

15. This writing is the complete and exclusive statement of the terms of this Guaranty and supersedes all prior oral or written representations, understandings, and agreements between the Guaranteed Party and the Guarantor with respect to subject matter hereof. The Guaranteed Party and the Guarantor agree that there are no conditions to the full effectiveness of this Guaranty.

16. Every provision of this Guaranty is intended to be severable. If any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

17. If the Guarantor is a trust: no trustee of the Guarantor shall be held to any liability whatsoever for any obligation under this Guaranty, and this Guaranty shall not be enforceable against any such trustee in their or its, his or her individual capacities or capacity; and this Guaranty shall be enforceable against the trustees of the Guarantor only as such, and every person, firm, association, trust or corporation having any claim or demand arising under this Guaranty and relating to the Guarantor or any trustee of the Guarantor shall look solely to the trust estate of the Guarantor for the payment or satisfaction thereof.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed and delivered as of the date first written above to be effective as of the earliest effective date of any of the Agreement(s).

[GUARANTOR]

By: _____
Title:

Accepted and Agreed to:

Illinois Power Company d/b/a AmerenIP

By: _____
Title:

_____ (Date)

APPENDIX G TO THE BGS-FP SUPPLIER FORWARD CONTRACT

THE COMPANY'S RETAIL TARIFFS

The term BGS-FP Customer means a ~~customer~~Customer served under AmerenIP's Rider BGS or Rider RTP. The term BGS-LFP Customer means a ~~customer~~Customer served under AmerenIP's Rider BGS-L. The term ~~BGS-LRTP Customer~~ means (i) a customer served under AmerenIP's Rider RTP-L, or (ii) an existing special contract entered into between the Company and the customer.

APPENDIX H TO THE BGS-FP SUPPLIER FORWARD CONTRACT
RENEWABLE ENERGY PORTFOLIO STANDARDS (% OF BGS-FP SUPPLY)

| | % of Energy | % of Capacity |
|-----------------------|-------------|---------------|
| May 31 – Dec 31, 2008 | 0% | 0% |
| Jan 1– Dec 31, 2009 | 0% | 0% |
| Jan 1– Dec 31, 2010 | 0% | 0% |
| Jan 1 – May 31, 2011 | <u>0%</u> | <u>0%</u> |

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| Deletions | 256 |
| Moved from | 2 |
| Moved to | 2 |
| Style change | 0 |
| Format changed | 0 |
| Total changes | 443 |