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**Proposed Commercial Terms for the Transaction of 50 MWs of Power and Energy  
In Accordance With  
Paragraphs C & D of Appendix A to ICC Order in Docket No. 02-0428  
Between  
Ameren and Buyer(s)**

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<b>Date</b>	Effective as of Ameren's acquisition of CILCORP (January 31, 2003)
<b>Seller</b>	Any Ameren affiliate possessing market rate authority from the Federal Energy Regulatory Commission (FERC)
<b>Term</b>	HE 0100 (CPT) on start date continuing until Ameren has placed into service the Additional CILCO Mitigation Projects (Phase 2).
<b>Termination</b>	Contingent on Ameren meeting CILCO Mitigation Projects by Phase 2 Completion Date as defined in ICC Order 02-0428, Appendix A.
<b>Product</b>	System Firm Power and Energy to be supplied from the system and power assets of the Seller or other unspecified resources controlled by the Seller.

"System Firm " means, with respect to this proposed Transaction, that the Product will be supplied from the owned or controlled generation or purchased power assets of the Ameren system (the "System"). Seller's failure to deliver shall be excused: (i) by an event or circumstance which prevents Seller from performing its obligations, which event or circumstance was not anticipated as of the date the Transaction was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Seller; (ii) by Buyer's failure to perform; (iii) to the extent necessary to preserve the integrity of, or prevent or limit any instability on, the electrical grid; (iv) to the extent the control area or reliability council within which the System operates declares an emergency condition, as determined in the control area's, or reliability council's reasonable judgment; or (v) by the interruption or curtailment of transmission to the Delivery Point. Buyer's failure to receive shall be excused (i) by Force Majeure; or (ii) by Seller's failure to perform.

All System Firm Power and Energy is for delivery to retail customers in the CILCO service area, as defined in ICC Order 02-0428. Such power and energy purchased under this agreement shall not be used to supply other customers or delivery point(s). The Buyer may purchase on-peak and/or off-peak System Firm Power and Energy.

**On-Peak:**

On-Peak is defined as (5X16), Monday through Friday, 6:00 a.m. (CPT) to 10:00 p.m. (CPT), excluding NERC holidays.

**Off-Peak:**

Off-Peak is defined as all other hours.



Buyer shall designate each Product and Product Quantity at the time of acceptance. Seller shall be obligated to sell and deliver and Buyer shall be obligated to purchase and receive System Firm Energy equal to the selected quantity for all hours designated by each Product on each Delivery Day designated by each Product.

**Price**

Price for each MWh delivered during Term shall be determined using currently effective basis for establishing the market values for the on-peak and off-peak periods in the AmerenCIPS Rider MVI tariff at the time of contract execution and shall remain in place through the end of the following May. Prices will be revised effective the following June 1 using the AmerenCIPS MVI calculated the prior January.

Prices as of July 2007:

Summer On-Peak: N/A  
Summer Off-Peak: N/A  
Non-Summer On-Peak: \$68.81 per megawatt (MW) per hour  
Non-Summer Off-Peak: \$35.47 per megawatt (MW) per hour

Summer shall be defined as the months of June, July, and August.  
Non-Summer shall be defined as all other months. Detailed support of the calculation of the above prices is available upon request.

See Exhibit A for historical prices under this offer.

**Quantity**

Minimum purchase quantity for each product is 1 MW. Additional quantities for each Product must be purchased in 1 MW increments. The quantity shall be capped at a maximum of 50 MWs of power and energy purchased in the aggregate by all buyers.

**Delivery Point(s)**

Primary Delivery Point: The Product Quantity will be delivered to the CILCO load zone.

**Transmission**

Transmission from the Delivery point and any associated charges are Buyer's responsibility. Seller is responsible for transmission to the Delivery Point and any associated charges to such Delivery point.

**Other Conditions:**

1. Buyer shall be a Retail Energy Supplier ("RES"), or an Alternative Retail Electric Supplier ("ARES") certified by the Illinois Commerce Commission as of the date this transaction is agreed to and shall be registered to transact business within the CILCO service territory.
2. Conditions specified in ICC Order 02-0428 apply, including conditions that may affect Price.



**Confidentiality** All terms and conditions described in this offer are confidential between Seller and Buyer, their respective affiliates, representatives and duly appointed agents, except as required by applicable regulatory disclosures. The terms and conditions shall not be disclosed to third parties without the written consent of both Buyer and Seller.

**Acceptance** This offer is intended to serve as a basic statement of the current intentions of the parties in connection with the arrangements contemplated within. Prices indicated are subject to current MVI prices and subject to change as the MVI changes. This offer is not to be construed as a complete integration of any agreement and does not constitute a binding agreement by either party. This offer simply expresses a good faith intention to proceed with discussions and investigation of possible business arrangements between both parties. Execution of this Transaction is subject to the negotiation, preparation, and execution of a definitive agreement.

**Agreement in Principle** I, the undersigned, accept and agree to the general terms and conditions outlined in this proposal, subject to the Parties' execution of a final Power Sale Agreement (PSA) containing definitive terms and conditions, and hereby direct Ameren to prepare a PSA for final review.

**Buyer:**

**By:** \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



**Exhibit A**  
**Historical Prices under this Offer**

Offer Period	Quantity	Summer On-Peak	Non-Summer On-Peak	Summer Off-Peak	Non-Summer Off-Peak
March 03 – June 03	100 MW	\$65.44	\$44.92	\$36.71	\$23.00
July 03 – February 04	100 MW	N/A	\$46.30	N/A	\$21.95
March 04 – June 04	100 MW	\$58.00	\$39.94	\$32.66	\$21.06
July 04 – February 05	100 MW	N/A	\$48.70	N/A	\$28.60
March 05	100 MW	\$57.90	\$43.58	\$27.57	\$23.34
April 05 – June 05	50 MW	\$64.33	\$48.43	\$30.64	\$25.93
July 05 – January 06	50 MW	N/A	\$57.74	N/A	\$30.60
February 06- June 06	50 MW	\$91.67	\$69.66	\$47.51	\$35.82
July 06 – February 07	50 MW	N/A	\$57.68	N/A	\$36.83
March 07 – June 07	50 MW	\$75.82	\$58.29	\$44.47	\$30.49

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