
SUPPLIER TERMS AND CONDITIONS

D. Termination of Service to a RES or MSP

Service to a Supplier under this Schedule may be terminated if the Supplier does not comply with the provisions of applicable rates, riders, and the Company's Terms and Conditions or fails to pay any charges due to the Company; or if service under the Transmission Provider's FERC-approved tariffs related to Transmission Service is terminated. Service to a Supplier may also be terminated if the supplier's Certificate of Service Authority is revoked by the Commission.

12. DISPUTE RESOLUTION

The Company shall give its Suppliers under these Terms and Conditions an opportunity to voluntarily address disputes in a manner described in Commission rules.

13. MISCELLANEOUS GENERAL PROVISIONS

A. Headings

The headings in this Tariff are for convenience only and shall not be construed to be a part of, or otherwise to affect, this tariff.

B. Confidential Data – Non-disclosure

- (1) The Company may not disclose any confidential information required to be submitted to it by the Supplier under this Schedule without the prior written consent of the Supplier. As used herein, the term "confidential information" shall include, but not be limited to, all business, financial and commercial information pertaining to the Supplier, its Customers, its suppliers, its personnel, any trade secrets or other similar information that is marked proprietary or confidential with the Supplier's name. "Confidential information" shall not include information known to the Company prior to obtaining the same from the Supplier, information in the public domain, or information obtained by the Company from a third party. The Company shall use the same standard of care that it uses to preserve its own confidential information.

RECEIVED
SEP 30 2008

ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

SUPPLIER TERMS AND CONDITIONS

- (2) Notwithstanding the above paragraph, confidential information may be disclosed to any governmental, judicial or regulatory authority requiring such confidential information pursuant to any applicable law, regulation, ruling or order, provided that prior to such disclosure the Supplier is given prompt notice of the disclosure requirement so that it can take whatever action it deems appropriate to protect the confidentiality of the information. The Company shall cooperate with the Supplier to obtain disclosure of the confidential information so that it will receive confidential treatment by such governmental, judicial or regulatory authority.

C. Commission Jurisdiction

The Commission shall have jurisdiction in accordance with the provisions of Article X of the Act to entertain and dispose of any complaint against any Supplier alleging (1) that the Supplier has violated or is in nonconformance with any applicable provisions of Section 16-115 through Section 16-115A; (2) that the Supplier has violated or is in nonconformance with this Supplier Terms and Conditions or any of its agreements relating to Electric Service; or (3) that the Supplier has violated or failed to comply with the requirements of Sections 8-201 through 8-207, 8-301, 8-505, or 8-507 of the Act as made applicable to Supplier.

D. Liability

The Company will use reasonable diligence in furnishing uninterrupted and regular Electric Service, but will in no case be liable for interruptions, deficiencies or imperfections of said service, except to the extent of a pro rata reduction of the monthly charges.

RECEIVED

SEP 30 2008

ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

SUPPLIER TERMS AND CONDITIONS

The Company does not guarantee uninterrupted service and shall not be liable for any damages, direct or otherwise, which the Customer may sustain by reason of any failure or interruption of service, increase or decrease in energy voltage or change in character of energy, whether caused by accidents, repairs or other causes except when caused by gross negligence on its part; however, in no event shall the Company be liable for any loss by Customer of production, revenues or profits or for any consequential damages whatsoever on account of any failure or interruption of service or increase or decrease in energy voltage or change in character of energy; nor shall the Company be liable for damages that may be incurred by the use of electrical appliances or the presence of the Company's property on the Customer's Premises. Company is not responsible for or liable damage to Customer's motor or any other equipment or property caused by conditions not due to negligence of Company. Customer is required to provide suitable protection so that a motor and other equipment or property to which it is connected will be protected in case of overload, loss of voltage, low voltage, loss of phase (single phase or three phase motors), and re-establishment of normal service after any of the above conditions. The Company shall not be responsible or liable for any losses suffered due to the termination of service. The Company shall not be responsible or liable for the failure of any other party to perform. Further, the Company is not liable to the Customer for any damages resulting from any acts, omissions, or representations made by the Customer's agent or other parties in connection with soliciting the Customer for third party supply or Delivery Service or performing any of the agent's functions in rendering third party supply or Delivery Service. In no event shall a Customer's agent be considered an agent on behalf of the Company.

The Company shall not be responsible nor liable for electric energy from and after the point at which it first passes to the wires or other equipment owned or controlled by the Customer, and Customer shall protect and save harmless Company from all claims for injury or damage to Persons or property occurring beyond said point, except where injury or damage shall be shown to have been occasioned solely by the negligence of the Company. The Customer will be held responsible and liable for all electrical energy used on the Premises until notice of termination of service is received by the Company and Company or MSP shall have taken the final meter readings.

RECEIVED
SEP 30 2008

ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

Date of Filing, September 30, 2008

Date Effective, November 14, 2008

Issued by S.A. Cisel, President
370 South Main Street, Decatur, IL 62523

SUPPLIER TERMS AND CONDITIONS

The Company will not be responsible for damages for any failure, interruption or reversal of the supply of electrical energy, increase or decrease in energy voltage, or change in character of energy from three phase to single phase, except when caused by fault on its part.

The Company is not liable for any damages caused by the Company's conduct in compliance with or as permitted by the Company's Rates for Electric Service or other agreements, or any other applicable rule, regulation, order or tariff.

E. Supplier Indemnification of Company

The Supplier shall indemnify, defend and hold Company harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any Person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Supplier's delivery or non-delivery of power and energy/and or Metering Services to its Customers, including but not limited to any such claims and actions relating to the Company's disconnection of service for the Supplier's failure to deliver energy services.

F. Release of Customer Information to RES

(1) Customer Specific Information.

A Customer or a RES may request Customer specific information that includes energy usage for the last 24 billing periods. The Company will provide the usage history upon receipt of a valid request for such information. Requests can be made via EDI, by contacting the Company call centers or on the Company's web site, www.ameren.com. The preferred method for requesting Customer specific information is via www.ameren.com.

RECEIVED
SEP 30 2008

ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

SUPPLIER TERMS AND CONDITIONS

(2) Ongoing Usage Information.

For each billing month that a Customer is enrolled with a RES, the Company will provide to the RES the monthly usage data for each Customer account. In the event that the Customer has designated an MSP for its metering services, the Company shall provide the monthly usage data after the Company has received such data from the MSP. The Company will send monthly consumption data and interval data via EDI or e-mail.

(3) Customer Specific Billing Information.

The Company will not release to the Supplier billed amounts in dollars or credit or payment history, except as noted below, where specific written authorization to release this information has been received from the Customer and presented to the Company. A Supplier, who has a signed authorization from the Customer and is acting as an authorized agent of the Customer, may request Customer specific billing and usage information. A signed standard LOA is not sufficient authorization for release of this billing and usage information. After the request has been validated, a historical billing and usage report will be provided to the Customer's billing address or to the address specified by the agent. Interval data will be sent via e-mail.

(4) No Release of Information.

No Supplier or other Person who has obtained Customer information provided by the Company shall release Customer information to any Person other than the Customer, except as provided in Section 2HH of the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/2HH).

RECEIVED

SEP 30 2008

ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

SUPPLIER TERMS AND CONDITIONS

(5) Customer Information Center.

The Company will maintain and make available to Customers a list of Suppliers that have been certified by the Illinois Commerce Commission and registered with the Company. The Company will maintain a Customer call center where Customers can reach a representative and receive current information. The Company will periodically notify Customers on how to reach the call center.

A list of Suppliers certified by the Illinois Commerce Commission and registered with the Company will also be maintained on the Company's website, www.ameren.com.

(6) Meter Attribute Information.

With specific Customer approval, the Company will provide certain information on the Customer's Company-owned meter(s) to certified MSPs. Such information will include the number of meter(s), voltage and other pertinent information.

(7) Nondiscriminatory Provision of Information.

In providing information to the Customer and the Supplier, the Company shall comply with the Illinois Commerce Commission's Order in Docket Nos. 98-0147 & 0148.

RECEIVED

SEP 20 2008

ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

**SUPPLIER TERMS AND CONDITIONS
APPENDIX A
RIDER IFC REQUIREMENTS FOR SBO REMITTANCE**

1. Applicability

This Appendix applies to a RES or any other entity required to enter into a contract with Company under the provisions of section 7D of these Supplier Terms and Conditions. In addition to requirements set forth in the above mentioned section, the contract will conform to the following requirements.

2. Remittance Options

- (a) A RES or other entity must remit IFC Payments to Company within seven days of receipt of each IFC Payment from a Customer. However, if a RES or other entity is otherwise required to remit payments to Company more frequently than within seven days of receipt of payment from Customer, then the RES or other entity must remit IFC Payments to Company at the same time as the other payments.
- (b) If elected by a RES or other entity by written notice to Company (which election, when given, shall remain in effect for the following 12 months, and thereafter until rescinded by the RES or other entity), the RES or other entity shall remit to Company the amount of IFC Charges shown on the statements within fifteen days after receipt of any such statement from Company, regardless of whether the RES or other entity has collected such IFC Charges from the Customer.
 - (1) If the RES or other entity electing this option does not have an unsecured debt rating of BBB - or better, the RES shall, as a condition to exercising this option, place a security deposit with Company equal to one month's estimated IFC Charges to the Customers with respect to which the RES or other entity is receiving bills for Company's charges.
 - (i) The amount of the security deposit shall be determined based on the estimated monthly kWh usage of the Customers to which the RES or other entity is billing Company's charges, and the IFC Charge per kWh applicable to each Customer pursuant to Company's Rider IFC.

RECEIVED
SEP 30 2008

ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

Date of Filing, September 30, 2008

Date Effective, November 14, 2008

Issued by S.A. Cisel, President
370 South Main Street, Decatur, IL 62523

SUPPLIER TERMS AND CONDITIONS
APPENDIX A
RIDER IFC REQUIREMENTS FOR SBO REMITTANCE

- (ii) The amount of such security deposit shall be reviewed by Company and, if necessary, revised on a periodic basis based on (A) the number of Customers with respect to which the RES or other entity is receiving bills for Company's charges, (B) changes in the estimated monthly kWh usage of such Customers, and (C) changes in the IFC Charge per kWh applicable to such Customers determined in accordance with Company's Rider IFC. For purposes of this paragraph (ii), "periodic basis" shall mean (X) monthly in the case of the RES or other entity receiving bills for Company's charges to Customers for which the expected monthly amount of IFC Charges is \$5,000,000 or more, and (Y) quarterly with respect to each other RES or other entity.
- (iii) Company shall submit a statement of any revised security deposit along with supporting calculations to the RES or other entity. Any increase in the required security deposit shown by the statement, shall be paid by the RES or other entity to Company, and any decrease in the required security deposit shown by such statement shall be refunded by Company to the RES or other entity, within five Business Days following the date of such statement.
- (2) A RES or other entity electing this option shall notify Company of its current short-term and long-term unsecured debt ratings at least, (i) monthly, in the case of a RES or other entity receiving bills for Company's charges to Customers for which the expected monthly amount of IFC Charges is \$5,000,000 or more, and (ii) quarterly with respect to each other RES or other entity.

3. Notice to Customers

The contract between Company and the RES or other entity shall obligate the RES or other entity to deliver to the Customers with respect to which it is receiving bills for Company's charges, any notices to Customers provided by Company pertaining to IFC Charges, including, without limiting the foregoing, a notice to be sent at least once per year notifying Customers that IFC Charges are owned by Illinois Power Special Purpose Trust and not by Company.

RECEIVED

SEP 30 2008

ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

Date of Filing, September 30, 2008

Date Effective, November 14, 2008

Issued by S.A. Cisel, President
370 South Main Street, Decatur, IL 62523

SUPPLIER TERMS AND CONDITIONS
APPENDIX A
RIDER IFC REQUIREMENTS FOR SBO REMITTANCE

4. Failure to Remit By Due Date Constitutes Default

It shall constitute a default for a RES or other entity to fail to remit IFC Payments or IFC Charges to Company on or before the date remittance is due under one of the options in section 2. of this Appendix.

- (1) If such default is not cured within ten days following the date of the default, Company may provide written notice to the RES or other entity of Company's intent to begin to bill Customers previously billed by the RES or other entity because of the RES's or other entity's default in remitting IFC Payments when due. Company shall file a copy of any such notice with the Commission.
- (2) If Company receives no response from the RES or other entity initiating dispute resolution, or no payments, by the fifth day after the notice referred to in paragraph (1) is sent, Company shall have the right to resume billing directly to Customers the charges, including IFC Charges, which Company was previously submitting to the RES or other entity.
- (3) If Company receives a response unrelated to a dispute, or remittance of the IFC Charges or the IFC Payments from the RES or other entity, by the fifth day after the notice referred to in paragraph (1) is sent, the RES or other entity shall be presumed liable for the Commission-authorized rate of interest during the interval between the remittance due date under the remittance option that had been selected by the RES or other entity pursuant to section 2, and the date of actual payment to Company.
- (4) Resumption of direct billing to Customers by Company pursuant to paragraph (2) shall not limit the rights of Company, of Illinois Power Special Purpose Trust or of the holders of the instruments issued by Illinois Power Special Purpose Trust to which the IFC Charges relate, to recover, with interest, IFC Payments collected but not remitted by the RES or other entity.

RECEIVED

SEP 30 2008

ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

Date of Filing, September 30, 2008

Date Effective, November 14, 2008

Issued by S.A. Cisel, President
370 South Main Street, Decatur, IL 62523

SUPPLEMENTAL CUSTOMER CHARGES

*

PURPOSE

The Supplemental Customer Charges shall consist of the Renewable Energy Resources and Coal Technology Development Assistance Charge, Energy Assistance Charge and the UCB/POR Program Charge.

Pursuant to terms of Section 75, Article 6, and Section 85 of 305 ILCS 20/13 the Company shall impose monthly charges on Customers for Renewable Energy Resources and Coal Technology Development Assistance and Supplemental Low-Income Energy Assistance.

Pursuant to 16-118 of the Public Utilities Act 220 ILCS 5/16-118, the Company is directed to offer Utility Consolidated Billing (UCB) and Purchase of Receivables (POR) and authorized to recover uncollectible receivables as well as any prudently incurred costs incurred in providing UCB and POR services.

APPLICATION OF CHARGES

The total amount of Supplemental Customer Charges each month shall be added and combined with the stated Customer Charge for the applicable DS tariff and shown as a single charge on the monthly bill. The Supplemental Customer Charges shall be reflected once for each Customer account. For each Customer account for which there is no existing Customer Charge under the terms of the Customer's electric service tariff, a Customer Charge that includes the appropriate Supplemental Customer Charges will be shown on the Customer's monthly bill.

RENEWABLE ENERGY RESOURCES AND COAL TECHNOLOGY DEVELOPMENT ASSISTANCE CHARGE AND ENERGY ASSISTANCE CHARGE

The Renewable Energy Resources and Coal Technology Development Assistance Charge and Energy Assistance Charge shall be applicable to the following rate tariffs:

Residential – Rate DS-1
Non-Residential – Rate DS-2, DS-3 and DS-4
Lighting – Rate DS-5 (for stand alone account only)

RECEIVED
SEP 30 2008

ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

Date of Filing, September 30, 2008

Date Effective, November 14, 2008

Issued by S.A. Cisel, President
370 South Main Street, Decatur, IL 62523

*Asterisk denotes change

SUPPLEMENTAL CUSTOMER CHARGES

The Renewable Energy Resources and Coal Technology Development Assistance Charge shall be assessed as follows:

- (1) \$0.05 per month on each account for residential electric service.
- (2) \$0.50 per month on each account for non-residential electric service taking less than ten megawatts of electric peak demand during the previous calendar year.
- (3) \$37.50 per month on each account for non-residential electric service taking ten megawatts or greater of electric peak demand during the previous calendar year.

The Energy Assistance Charge for the Supplemental Low-Income Energy Assistance Fund shall be assessed as follows:

- (1) \$0.40 per month on each account for residential electric service.
- (2) \$4.00 per month on each account for non-residential electric service which had less than ten megawatts of electric peak demand during the previous calendar year.
- (3) \$300.00 per month on each account for non-residential electric service which had ten megawatts or greater of electric peak demand during the previous calendar year.

*** UTILITY CONSOLIDATED BILLING / PURCHASE OF RECEIVABLES ("UCB/POR") PROGRAM CHARGE**

- * The UCB/POR Program Charge shall be applicable to Customers served under the following tariffs (Eligible Customers):

RECEIVED

SEP 30 2008

ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

Date of Filing, September 30, 2008

Date Effective, November 14, 2008

Issued by S.A. Cisel, President
370 South Main Street, Decatur, IL 62523

*Asterisk denotes change

SUPPLEMENTAL CUSTOMER CHARGES

Residential – Rate DS-1;
Non-Residential – Rate DS-2, DS-3 (subject to the 400 kW limits of Rider BGS); and
Lighting – Rate DS-5 (for stand alone accounts only).

The UCB/POR Program Charge shall be assessed each Billing Period. The amount of the UCB/POR Program Charge shall be shown on an informational sheet supplemental to this tariff and filed with the ICC, prior to the initial Program Year. Such initial filing and subsequent informational filings shall not be filed later than 30 days prior to the effective date of the change in the UCB/POR Program Charge. An informational filing postmarked after that date but prior to the charge becoming effective will be accepted if it corrects an error or errors for a timely filed report. Any other informational filing postmarked after that date will be accepted only if submitted as a special permission request under the provision of Section 9-201 (a) of the Public Utilities Act 220 ILCS 5/9-201 (a). Any informational filings shall be accompanied by work papers showing the calculation of the UCB/POR Program Charge. Each UCB/POR Program Charge shall become effective as indicated on the informational filing and shall remain in effect until supplemented or canceled.

Definitions

The following definitions are only applicable to this section - Utility Consolidated Billing /Purchase of Receivables (UCB/POR) Program Charge, of this tariff. Other definitions relative to this tariff are contained in the Customer Terms and Conditions.

Actual Uncollected Receivables

Actual Uncollected Receivables for the UCB/POR Program shall be equal to the write-off amounts for the portion of final bills associated with the RES receivables after all reasonable and customary Customer collection processes have ceased.

Ameren Illinois Utilities (AIU)

Ameren Illinois Utilities includes AmerenCILCO, AmerenCIPS, and AmerenIP.

RECEIVED
SEP 30 2008

ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

Date of Filing, September 30, 2008

Date Effective, November 14, 2008

Issued by S.A. Cisel, President
370 South Main Street, Decatur, IL 62523

SUPPLEMENTAL CUSTOMER CHARGES

Incremental Costs

Incremental Costs means costs incurred by or for the Company in association with the UCB/POR Program, to be recovered pursuant to this tariff and the Supplier Terms and Conditions, and include, but are not limited to: (a) fees, charges, billings or assessments related to the UCB/POR Program; (b) costs or expenses associated with equipment, devices, or services that are purchased, provided, installed, operated, maintained or monitored for the UCB/POR Program; and (c) all legal and consultant costs. Incremental Costs also includes incremental expenses for wages, salaries and benefits of Company employees, including direct and indirect incremental costs associated with such Company employees who are hired for positions specifically related to the UCB/POR Program and that were created after the effective date of Section 220 ILCS 5/16-118 of the Public Utilities Act. Incremental Costs do not include any expenses for wages, salaries and benefits of Company employees, employed either before or after the effective date of Section 220 ILCS 5/16-118 of the Public Utilities Act, which are otherwise recovered pursuant to other approved tariffs.

Ongoing Administrative Costs

Ongoing Administrative Cost (OAdm) means Incremental Costs incurred by or for the Company in association with the UCB/POR Program and include, but are not limited to ongoing Incremental Cost to operate and administer the UCB/POR Program, specifically: (a) ongoing electronic data interchange(EDI) costs; (b) costs for obtaining Commission approvals and participation in regulatory proceedings associated with the UCB/POR Program; (c) tracking the recovery and reconciliation processes for UCB/POR Program costs, preparing audit reports with respect to the UCB/POR Program; and (d) staffing required to address questions from RES and others regarding the UCB/POR Program. Such Incremental Costs are not already included in base Delivery Service rates.

Program Year

The Program Year shall be the 12 month period beginning June 1 and ending May 31 of the subsequent year. The initial Program Year may begin after June 1, 2009.

RECEIVED
SEP 30 2008
ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

SUPPLEMENTAL CUSTOMER CHARGES

Purchase of Receivables (POR)

A RES shall assign to the Company its rights to all amounts due from its Eligible Customers for the provision of electric power and energy service billed by the Company for a specific Billing Period. Such amounts due, or receivables, shall be sold to the Company at a discount.

Start-Up Costs

Start-Up Costs means Incremental Costs incurred by or for the Company in association with the UCB/POR Program to be recovered pursuant to the Determination of UCB/POR Program Charge section of this tariff. The Start-Up Costs for the UCB/POR Program shall be limited to Incremental Costs incurred after the date amending Section 220 ILCS 5/16-118 of the Public Utilities Act through December 31, 2010.

Utility Consolidated Billing (UCB)

A consolidated monthly bill rendered by the Company to Eligible Customers for both the Delivery Services provided by the Company and the electric power and energy service provided by the RES.

UCB/POR Discount Rate

The receivables for the electric power and energy service of RES shall be purchased by the Company at a discount rate calculated and filed pursuant to the ICC approved Supplier Terms and Conditions. The UCB/POR Discount Rate will be based on the AIU's historical uncollectible costs and any reasonable Start-Up Costs and administrative costs associated with the AIUs' UCB/POR Program.

UCB/POR Discount Rate Uncollectible Cost Component

The uncollectible component of the discount rate will be established pursuant to the Determination of UCB/POR Discount Rate section of the Supplier Terms and Conditions. The UCB/POR Discount Rate Uncollectible Cost Component will be based on the AIU's historical uncollectible costs.

RECEIVED

SEP 20 2008

ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

SUPPLEMENTAL CUSTOMER CHARGES

Determination of UCB/POR Program Charge

The first UCB/POR Program Charge shall be determined for the initial rate period of June 2009 through May 2012. Subsequent to the initial rate period, the UCB/POR Program Charge will be determined annually for the UCB/POR Program Year of June through May of the subsequent year. The UCB/POR Program Charge will be equal for all Ameren Illinois Utilities (AIU) and shall be rounded to the nearest whole cent. The Company reserves the right to modify the UCB/POR Program Charge during the initial rate period, with leave of the Commission, in the event that circumstances experienced are materially different than expected. The UCB/POR Program Charge is calculated as follows:

$$\text{UCB/POR Program Charge} = (\text{USC} + \text{UR} + \text{OAR}) / \text{EC} / 12$$

Where:

USC = the UCB portion of the UCB/POR Program Start-Up Costs assigned to Eligible Customers plus adjustments.

UR = Uncollected Receivables recovery variance, either positive or negative.

OAR = Ongoing Administrative Cost recovery variance, either positive or negative.

EC = Number of Eligible Customers for the period that corresponds with the UCB/POR Program Charge calculation.

UCB portion of UCB/POR Program Start-Up Costs assigned to Eligible Customers (USC)

USC is calculated as follows:

$$\text{USC} = (\text{USR} \times \text{FCR}) \times 75\% + \text{ARA} + \text{ORA}$$

RECEIVED
SEP 30 2008

ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

Date of Filing, September 30, 2008

Date Effective, November 14, 2008

Issued by S.A. Cisel, President
370 South Main Street, Decatur, IL 62523

SUPPLEMENTAL CUSTOMER CHARGES

Where:

USR = the UCB related portion of UCB/POR Start-Up Costs include, but are not limited to: (a) initial programming changes to electronic data interchange (EDI) to implement the UCB/POR Program; (b) general billing system and related enhancements; (c) development of a UCB/POR billing model; and (d) development of information technology to implement the UCB/POR Program and customer service representative training. Such Incremental Costs are not already included in base Delivery Service rates.

The initial assignment of the UCB related portion of the UCB/POR Program Start-Up Cost shall be 25% to the RES recovered via the UCB/POR Discount Rate; and 75% to Eligible Customers recovered via Factor USC of the UCB/POR Program Charge. Ultimately, the final percentage amounts actually recovered from RES and Eligible Customers may differ.

FCR = The five year levelized annual Fixed Charge Rate shall equal 27.15%.

ARA = An Automatic Reconciliation Adjustment, in dollars is equal to the cumulative over/under-collection of the UCB related portion of UCB/POR Start-Up Costs, plus interest, resulting from the following components:

- (i) the variance, either positive or negative, between the USC Factor charges actually recovered from Eligible Customers and the USC Factor cost projected to be recovered from Eligible Customers; and
- (ii) the variance, either positive or negative, between the UCB Start-Up Costs actually recovered through the UCB/POR Discount Rate and the UCB Start-Up Costs projected to be recovered through the UCB/POR Discount Rate.

RECEIVED
SEP 30 2008
ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

Date of Filing, September 30, 2008

Date Effective, November 14, 2008

Issued by S.A. Cisel, President
370 South Main Street, Decatur, IL 62523

SUPPLEMENTAL CUSTOMER CHARGES

The ARA Factor will be deemed to be zero for the initial rate period through May 2012.

ORA = An Ordered Reconciliation Adjustment, in dollars, is equal to an amount ordered by the ICC to be refunded or collected from Eligible Customers, plus interest as determined by the Commission in its order.

The First Reconciliation Period for the USC Factor will cover the period June 2009 through December 2011. Any variance, either positive or negative, for the First Reconciliation Period plus interest, shall be recovered or credited through Factor ARA to take effect for the June 2012 billing period. The Second Reconciliation Period for the USC Factor will cover calendar years 2012 and 2013. Any variance, either positive or negative, for the Second Reconciliation Period, plus interest, shall be recovered or credited through Factor ARA to take effect for the June 2014 billing period. Subsequent to the Second Reconciliation Period, reconciliation shall occur through Factor ARA.

In addition, at the end of the fifth Program Year, any variance, either positive or negative, between projected and actual recovery of POR Start-Up Cost, plus interest, shall be included in Factor ARA. The POR Start-Up Cost is included in the UCB/POR Discount Rate as shown in the Supplier Terms and Conditions tariff.

The USC portion of the UCB/POR Program Charges will be eliminated once USC cost is fully recovered.

Uncollected Receivables (UR)

The UR recovery variance can be either positive or negative and is calculated as follows:

$$UR = (AUR - APRR) + ARD$$

RECEIVED
SEP 30 2008
ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

Date of Filing, September 30, 2008

Date Effective, November 14, 2008

Issued by S.A. Cisel, President
370 South Main Street, Decatur, IL 62523

SUPPLEMENTAL CUSTOMER CHARGES

Where:

AUR = The Actual Uncollected Receivables for the UCB/POR Program shall be equal to the write-off amounts for the portion of final bills associated with the RES receivables after all reasonable and customary Customer collection processes have ceased.

APRR = The calculated amount for uncollectibles is based on the UCB/POR Discount Rate Uncollectibles Cost Component.

ARA = An Automatic Reconciliation Adjustment, in dollars is equal to the cumulative over/under-collection of the UR component, plus interest, resulting from the application of the UR Factor.

ORA = An Ordered Reconciliation Adjustment, in dollars, is equal to an amount ordered by the ICC to be refunded or collected from Eligible Customers, plus interest as determined by the Commission in its order.

The cost for the UR Factor shall be zero for the initial rate period of June 2009 through May 2012. The initial calculation and application of the UR Factor will occur subsequent to the First Reconciliation Period (June 2009-December 2011) for the UCB/POR Uncollectible Discount Component of the UCB/POR Discount Rate, and applied to the UCB/POR Program Charge beginning in June 2012. The Second Reconciliation Period will cover calendar years 2012 and 2013. Any variance, either positive or negative, between the projected and actual cost recovery via the UR Charge, plus interest (ARA factor), shall take effect for the June 2014 billing period.

RECEIVED

SEP 30 2008

ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

Date of Filing, September 30, 2008

Date Effective, November 14, 2008

Issued by S.A. Cisel, President
370 South Main Street, Decatur, IL 62523

SUPPLEMENTAL CUSTOMER CHARGES

This method for reconciling the variance, through Factor UR shall continue annually thereafter and take effect in the subsequent June Billing Period. The interest shall be at the rate established by the ICC in accordance with 83 Illinois Administrative Code Section 280.70(e) (1).

Ongoing Administrative Cost (OAR)

The OAR recovery variance can be either positive or negative and is calculated as follows:

$$\text{OAR} = (\text{OACR} - \text{OACF}) + \text{ARA} + \text{ORA}$$

Where:

OACR = The amount of Ongoing Administrative Cost actually incurred by the Company.

OACF = The amount of Ongoing Administrative Cost actually recovered pursuant to the OAdm component of the UCB/POR Discount Rate, plus interest.

ARA = An Automatic Reconciliation Adjustment, in dollars is equal to the cumulative over/under-collection of the OAR component, plus interest, pursuant to the application of the OAR Factor.

ORA = An Ordered Reconciliation Adjustment, in dollars, is equal to an amount ordered by the ICC to be refunded or collected from Eligible Customers, plus interest as determined by the Commission in its order.

RECEIVED
SEP 30 2008
ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

SUPPLEMENTAL CUSTOMER CHARGES

The cost for the OAR Factor shall be zero for the initial rate period of June 2009 through May 2012. The initial calculation and application of the OAR Factor will occur subsequent to the First Reconciliation Period (June 2009-December 2011) for the UCB/POR Ongoing Administrative Costs Component of the UCB/POR Discount Rate, and applied to the UCB/POR Program Charge beginning in June 2012. The Second Reconciliation Period will cover calendar years 2012 and 2013. Any variance, either positive or negative, between the OACR and the OACF, plus interest (ARA factor), shall be recovered or credited through Factor OAR to take effect for the June 2014 billing period. This method for reconciling the variance through Factor OAR shall continue annually thereafter and take effect in the subsequent June Billing Period.

Annual UCB/POR Program Charge Audit Report

Annually, subsequent to completion of a Program Year, the Company must conduct an internal audit of its costs and recoveries of such costs through the UCB/POR Program Charge. The internal audit shall include, but not be limited to, the following steps to determine: 1) if and to what extent costs recovered through this Program Charge are recovered through other approved tariffs; 2) whether the UCB/POR Program Charge is being properly billed to Customers; 3) whether the UCB/POR Program Charge revenues are recorded in the appropriate accounts; 4) whether the costs classified as Start-Up Costs are the appropriate costs to be recovered through the UCB/POR Program Charge, 5) whether the costs classified as ongoing administrative costs are the appropriate costs to be recovered through the UCB/POR Program Charge, and 6) whether there has been any change in the internal processes to collect the receivables associated with the UCB/POR Program that would overstate the balance to be collected through the UCB/POR Program Charge. The above list of determinations does not limit the scope of the audit.

RECEIVED
SEP 30 2008

ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

Date of Filing, September 30, 2008

Date Effective, November 14, 2008

Issued by S.A. Cisel, President
370 South Main Street, Decatur, IL 62523

SUPPLEMENTAL CUSTOMER CHARGES

The Company will prepare an annual report summarizing: 1) the operation of the reconciliation mechanisms for the previous year and 2) the results of the internal audit. Such report must be submitted to the ICC Staff in an informational filing, with copies of such report provided to the Manager of the Staff's Accounting Department and the Director of the Staff's Office of Retail Market Development by September 30, beginning in 2010. Such report must be verified by an officer of the Company.

RECEIVED
SEP 30 2008

ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

Date of Filing, September 30, 2008

Date Effective, November 14, 2008

Issued by S.A. Cisel, President
370 South Main Street, Decatur, IL 62523