

Ameren Illinois' Conference Call, Workshop I and Workshop II Participant List

The following entities were known to have participated in at least one of the three phases of the Ameren Illinois Transportation Customer Balancing Service Workshop process. Participants are listed in no particular order and participation by entities not on this list may have occurred unbeknownst to Ameren Illinois.

Ameren Illinois	Sol-Dyn
Illinois Commerce Commission	Howell Asphalt Company
Tylex Incorporated	Schnucks
Prairieland Energy	Eastern Illinois University
Grain and Feed Association of Illinois	Brubaker and Associates
Nicor Enerchange	Mount Vernon City Schools
Proliance Energy	Viscofan
Midwest Energy Alliance	Laclede Energy Resources
CenterPoint Energy	Santana Energy Services
BP Energy	Johnson Controls
BP North America	BNSF Railway
Archer Daniels Midland	University of Illinois
The Principia	SPI Energy
Anderson Consultants	Illinois Corn Processing
Summit Energy Services	Illinois Valley Community College
Vanguard Energy Services	Goldschmidt
Integrays Energy Services	University of Illinois-Springfield
Constellation New Energy-Gas	OSF Healthcare Systems
Aventine Renewable Energy	MidAmerican Energy Company
Greater Peoria Mass Transit	Natural Enrichment Industries
Devon Energy	Edison Mission Marketing and Trading
IIEC	Tremont Cooperative
Illinois Energy Consortium	Cargill
Blue Ridge SC	Evonik Degussa
Midwest Energy	Midwest Energy
Tate & Lyle	Gilster-Mary Lee

RIDER T – TRANSPORTATION SERVICE
Applicable to Rate GDS-2, GDS-3, GDS-4, GDS-5 and GDS-7

AVAILABILITY

Available to any Non-Residential Customer within Company's service area served under Rates GDS-2, GDS-3, GDS-4, GDS-5 or GDS-7 of this Schedule having contracted with Company for transportation service of Customer-Owned Gas.

APPLICABILITY

Customers receiving service under Rate GDS-2 or GDS-3 that elect to receive transportation service under this Rider shall have cashouts determined on a monthly basis (Monthly Balanced). Customers receiving service under Rate GDS-4 or GDS-7 that elect to receive transportation service under this Rider shall have cashouts determined on a daily basis (Daily Balanced). Customers receiving Service under Rate GDS-5 have the option of electing either daily or monthly balancing service.

DEFINITIONS

Bank

Bank means a mechanism wherein an Over Delivery (s) is held on behalf of Customer for Customer's later use.

Business Day

Business Day means Monday through Friday excluding the following holidays: New Year's Day, Good Friday, Memorial Day (observed), July 4, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day.

Chicago Citygate Price

Chicago Citygate Price means the price published in the Platt's Gas Daily under the Citygates section for the "Midpoint for the Chicago Citygates", or in the absence of such publication, the price for a substantially similar point published in an alternate publication.

Citygate

Citygate means the point of interconnection between Company and Final Pipeline Transporter(s) where gas is delivered to Company by the Final Pipeline Transporter(s).

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Critical Day

Critical Day means a day during which the Company declares a Critical Day at its discretion for gas system conditions such as (1) the Company experiences failure of transmission, distribution, or gas storage facilities, (2) when the Company experiences transmission or distribution system pressures or other unusual conditions which jeopardize the operation of Company's gas system, (3) when the Company's transportation, storage, or supply resources are being used at or near their maximum rated, tariffed, or contractual limits, (4) when any of Company's transporters or suppliers declare the functional equivalent of a Critical Day or force majeure conditions, or (5) other conditions which jeopardize the system integrity and/or system reliability. The Company may utilize a Critical Day by Customer, by area, by interstate pipeline or any combination thereof.

Customer-Owned Gas

Customer-Owned Gas means gas purchased by Customer and transported to Company's Citygate for delivery by Company to Customer's Premises.

Daily Confirmed Nomination (DCN)

Daily Confirmed Nomination is the volume a transportation Customer nominates and delivers to the Company's delivery system for any single day. The absence of a Daily Confirmed Nomination is equivalent to a Daily Confirmed Nomination of zero. Such Deliveries shall reflect adjustments for losses on Company's gas system.

Deliveries

Deliveries mean Terms of Customer-Owned Gas, if any, which Customer designates for delivery to Customer's Premises for the day. Such Deliveries shall reflect adjustments for losses on Company's gas system.

Final Pipeline Transporter

Final Pipeline Transporter means the pipeline carrier delivering Customer-Owned Gas to Company's Citygate.

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Imbalance

Imbalance means the difference between Customer's Deliveries and bank activity and that Customer's usage in Therms on a daily or monthly basis. An Imbalance can be positive or negative. For all accounts, Imbalance means the amount of Over or Under Delivery volume after the bank injection or withdrawal limits are met.

Maximum Daily Nomination (MDN)

Maximum Daily Nomination is the maximum volume a Monthly Balanced transportation Customer may nominate and deliver to the Company's delivery system for any single day.

Monthly Average Daily Chicago Citygate Price

Monthly Average Daily Chicago Citygate Price means the arithmetic average of the daily Chicago Citygate Prices for the applicable Billing Period.

Nomination

Nomination means the process by which Customer notifies Company of Customer's Deliveries for the day.

Operational Flow Order (OFO)

Operational Flow Order means an order by the Company to initiate actions by the Customer to (1) alleviate conditions that threaten the integrity of the Company's system, (2) help maintain system pressure required to provide efficient and reliable service to its system Customers, (3) help assure adequate supplies, (4) maintain the balance of the system, and (5) help comply with an interstate pipeline directive such as uniformity of deliveries. The Company may utilize an OFO by Customer, by area, by interstate pipeline or any combination thereof and for any specific time period.

Over Delivery

Over Delivery occurs when a Customer's Delivery is greater than Customer's usage. An Over Delivery is determined on a daily or monthly basis.

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Shipper

Shipper means the party responsible for the transportation of Customer-Owned Gas to Company's Citygate on the Final Pipeline Transporter. Other terms for Shipper include Retail Gas Supplier, RGS, or Supplier.

Under Delivery

Under Delivery occurs when a Customer's usage is greater than Customer's Deliveries. An Under Delivery is determined on a daily or monthly basis.

MAXIMUM DAILY CONTRACT QUANTITY

All Customers electing to receive transportation service under this Rider are required to have a Maximum Daily Contract Quantity (MDCQ). If the Delivery Service Rate under which a Customer receives service specifies the MDCQ parameters, those parameters shall be applicable to such Customers. If the Delivery Service Rate under which a Customer receives service does not specify MDCQ parameters, Customer's MDCQ shall be derived by the Company as follows.

The Maximum Daily Contract Quantity (MDCQ) shall be the quantity, in Therms, agreed to by the Company and the Customer, based on the Customer's highest daily demand recorded, or expected daily maximum demand, for the Customer during the most recent 12 monthly Billing Periods by the daily demand measurement device installed on the Customer's Premises; provided, however, that until acceptable actual data are available from the daily demand measurement device, the Customer's MDCQ shall be based on the Customer's metered gas requirements in the billing period with the Customer's highest requirements during the most recent 12 monthly Billing Periods, if available, adjusted to a 30 day equivalent basis divided by 21.

Customer's MDCQ shall be stated in the written contract entered into between Company and Customer and shall remain in effect until revised pursuant to the following:

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If Customer desires to increase its MDCQ, Customer shall notify Company in writing of the amount of increase desired. Company shall, within thirty days of receipt of Customer's notice, notify Customer whether the system capacity is available to provide the increased MDCQ.

If Company notifies Customer that the desired increase in MDCQ will be granted, the increase shall be effective on the date agreed to by the parties.

If Company notifies Customer that the desired increase in MDCQ will not be granted, Customer's MDCQ shall remain unchanged.

If Customer desires to decrease its MDCQ, Customer shall notify Company in writing of the amount of decrease desired at least thirty (30) days before the desired effective date. The MDCQ shall be decreased effective on the date agreed to by the parties, provided Customer has not been granted either an increase or a decrease in its MDCQ in the 12 months preceding the requested effective date. No decrease will be granted if either an increase or a decrease in its MDCQ has been granted in the 12 months preceding the requested effective date.

ORDER OF DELIVERIES TO THE CUSTOMER

For billing purposes, gas delivered by the Company to the Customer on any one day at the point of metering for this Rider shall be deemed to be taken in the following order: (1) Customer-owned gas delivered to the Company's system on a daily basis; (2) Customer-owned gas available from the Customer's Bank, up to the withdrawal limit; (3) system gas.

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TRANSFER OF BANKED GAS

Transfers will be allowed between daily balanced accounts or between monthly balanced accounts located in the same Rate Zone and will be effective the day the request is submitted. The transfers may be submitted on-line via the Unbundled Services Management System or via e-mail to End User Transportation. The e-mail message must include the account numbers and the volume of banked gas to be transferred. Transfers of banked gas will not be allowed between daily and monthly balanced accounts or between accounts on different pipelines. These bank transfer provisions apply to both individual and Group Manager accounts.

DAILY BALANCED CUSTOMER CASHOUT

On non-critical days, the bank injection limit shall be any Over Deliveries up to 20% of DCN, provided that Customer's Bank does not exceed 22 times Customer's MDCQ and bank withdrawal limit shall be any Under Deliveries up to 20% of DCN, provided that Customer's Bank shall not be less than zero. During a Critical Day, the maximum amount to be withdrawn from Customer's Bank shall be 20% of DCN. On Non-OFO and non-critical days, any Imbalance shall be cashed out pursuant to the following schedule based on Customer's daily DCN:

Positive Imbalance	Cashout
0- 20%	Company pays Customer 100% of the Daily Chicago Citygate Price
> 20%	Company pays Customer 90% of the Daily Chicago Citygate Price
Negative Imbalance	Cashout
0- 20%	Customer pays Company 100% of the Daily Chicago Citygate Price
> 20%	Customer pays Company 110% of the Daily Chicago Citygate Price

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MONTHLY BALANCED CUSTOMER CASHOUT

Customer's Deliveries for the Billing Period shall be compared to Customer's Usage for the Billing Period. Deliveries in excess of Usage shall be added to Customer's Bank, provided that Customer's Bank shall not exceed 22 times Customer's MDCQ. Usage in excess of Deliveries shall be offset by reducing Customer's Bank, provided that Customer's Bank shall not be less than zero. During a Critical Day, the maximum amount to be withdrawn from Customers Bank shall be 50% of Customers MDCQ. At the conclusion of a Billing Period, any Positive or Negative Imbalance for the Billing Period not offset by additions or reductions to Customer's Bank shall be cashed out pursuant to the following schedule based on Customer's monthly deliveries:

Positive Imbalance	Cashout
0%-20%	Company pays Customer 100% of the Monthly Average Daily Chicago Citygate Price
> 20%	Company pays Customer 90% of the Monthly Average Daily Chicago Citygate Price
Negative Imbalance	Cashout
0%-20%	Customer pays Company 100% of the Monthly Average Daily Chicago Citygate Price
> 20%	Customer pays Company 110% of the Monthly Average Daily Chicago Citygate Price

CASHOUT REVENUES

All cashout revenues associated with charges or credits billed to Daily or Monthly Balanced Customers will be considered as gas cost recovery and will be used in the development of the Company's PGA charges by Rate Zone.

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PENALTY CHARGES

1. Operational Flow Orders (OFO) Balancing
On any day when an Operational Flow Order (OFO) is in effect, should Customer's or Customer Group's daily usage exceed its Daily Confirmed Nomination (DCN), an OFO Balancing Cashout shall be applied to the variance. The OFO Balancing Cashout for the billing period will be as follows:

Variance	Cashout
0 - 20%	Customer pays Company 100% of the Daily Chicago Citygate Price
20% - 50%	Customer pays Company 150% of the Daily Chicago Citygate Price
Over 50%	Customer pays Company 200% of the Daily Chicago Citygate Price

2. Unauthorized Gas Use Charge
Unauthorized Gas Use related to a Critical Day shall mean the use of system gas on a Critical Day and shall be determined on a daily basis. If during a declared Critical Day for Company's gas system or for a specific area of its gas system, a Customer or Customer Group shall use unauthorized system gas, the Company shall charge the Customer or Customer Group, and the Customer or Customer Group shall pay, \$6.00 per Therm for all unauthorized use in addition to the balancing charges set forth in the Critical Day Imbalance Charge section below.

Customers that use unauthorized system gas during a curtailment period shall be charged the Unauthorized Gas Use Charge indicated above.

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3. Critical Day Imbalance Charge

In addition to the Unauthorized Gas Use Charge above, if, during a declared Critical Day for its gas system or for a specific area of its gas system, Customer or Customer Group has an imbalance in the same direction as an Imbalance for Company's gas system or area thereof that results in Company incurring penalties or fees for the day from one or more pipelines, Customer or Customer Group may be billed a Critical Day Imbalance Charge determined by Rate Zone as follows:

$$\text{CDIC} = \text{TPC} \times (\text{N/P}) \times (\text{C/A})$$

Where:

CDIC = Critical Day Imbalance Charge

TPC = Total Penalty Charges or fees from pipelines incurred by Company for the Critical Day.

N = Net Unauthorized Therms is the Net Imbalance Therms of all Customers and Customer Groups served on Transportation Service in the same direction as Company's imbalance.

P = Penalty Therms are the aggregate Therms of imbalance on Company's gas system that resulted in pipeline penalties or fees incurred by Company for the Critical Day.

C = Customer's Unauthorized Therms are the Customer's or Customer Group's imbalance on the Critical Day in the same direction as Company's imbalance.

A = Aggregate Unauthorized Therms are the Aggregate Imbalance Therms of all Customers and Customer Groups on Transportation Service that had imbalances in the same direction as Company's imbalance.

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4. **Penalty Charges from Interstate Pipelines**
If, on any day other than a Critical Day, Customers' excess usage of Company supplied gas contributes to cause penalty charges from an interstate pipeline, the Company shall be reimbursed for the penalty charges incurred pursuant to the Penalty Charges from Interstate Pipelines section of the Customer Terms and Conditions.
5. **Usage Determination for Penalties**
If a Customer's gas usage is measured by the Company on a daily basis, such usage shall be used to apply penalties under section 1, 2, 3 or 4 above. If a Customer's gas usage is not measured by the Company on a daily basis, for purposes of applying penalties under section 1, 2, 3 or 4 above, the Customer's daily usage shall be determined by prorating the total usage during the Billing Period over the number of days in the Billing Period.
6. **Penalty Charge Revenues**
All Penalty Charge revenues billed to Customer or Customer Group under sections 1, 2, 3 or 4 above will be considered as gas cost recovery and will be used in the development of the Company's PGA charges by Rate Zone only to the extent that such costs were originally included and recovered in the PGA.

NOMINATIONS OF CUSTOMER-OWNED GAS

Nominations for transportation of Customer-Owned Gas to Customer's Premises shall be designated by Rate Zone and conform to Company's current form and must include Customer's name, city, nomination date, point of usage, Final Pipeline Transporter, Shipper, contract/account number with Final Pipeline Transporter, Therms per day, and day(s) of delivery. Customer may appoint a nominating agent, but Customer retains responsibility for Nominations as described herein. The Maximum Daily Nomination for a Monthly Balanced transportation Customer is two times Customers MDCQ.

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A. Nomination Deadlines

1. **Month-Ahead**
Prior to 11:30 a.m. CST on the second Business Day preceding the first day of each calendar month, Customer desiring Company to transport Customer-Owned Gas shall notify Company of the Terms of Customer-Owned Gas desired by Customer to be transported to Customer's Premises by Company for each day during the next calendar month.
2. **Day-Ahead**
Customer desiring a change of Nomination for transportation of Customer-Owned Gas shall notify Company by 11:30 a.m. CST of the preceding Business Day, subject to confirmation by the pipeline.
3. **Intra-Day**
Customer desiring a change in Nomination for transportation of Customer-Owned Gas after the Day-Ahead deadline specified above shall notify Company by 4:00 P.M. CST of the preceding Business Day, subject to confirmation by the pipeline. Company may accept such change to Customer's Nomination if the Company determines in its sole discretion that such a change to Nomination will not adversely impact the operation of the Company's gas system or adversely impact Company's purchase and receipt of gas for other Rates or Riders. The Company will use its best effort to accept nominations for transportation of Customer-Owned Gas at all other times, subject to confirmation by the interstate pipeline.
4. **Same-Day**
Customer desiring a change in Nomination for transportation of Customer-Owned Gas after the Intra-Day deadline specified above shall notify Company by 7:30 A.M. CST of the Business Day on which the Nomination is to take effect, subject to confirmation by the pipeline. Company may accept such change to Customer's Nomination if the Company determines in its sole discretion that such a change to Nomination will not adversely impact the operation of the Company's gas system or adversely impact Company's purchase and receipt of gas for other Rates or Riders.

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SYSTEM INTEGRITY PROTECTION

A. OFO or Critical Day Declaration

The Company, at its own discretion, may monitor, limit, or curtail deliveries of gas to Customers having gas delivered pursuant to this Rider via the declaration of an OFO or Critical Day. There is no particular order associated with the declaration of an OFO and/or a Critical Day, and the Company reserves the right to utilize any of the options described to alleviate operational concerns.

The Company shall provide notice of a Critical Day and OFO as far in advance as reasonably possible, normally not less than two hours, unless the Company believes conditions warrant immediate implementation of the Critical Day or OFO. If the Company issues a Critical Day or OFO notice within 24 hours of the Critical Day or OFO taking effect, the Company will report to the Commission indicating why customer notice of less than 24 hours was necessary.

B. OFO or Critical Day Notification

The Company shall give notice to all transportation service Customers of all OFO's or Critical Day periods. The notice shall specify the expected duration of the event. The means by which notification is given, whether by phone, fax, electronic mail, or some other means, shall be at the Company's option. Each holder of a Contract shall provide notification information, which may include but is not limited to a telephone number, fax number, or e-mail address, by which to receive notice on a 24-hour basis. The Customer shall be deemed to have received notice upon issuance of the notice to the Customer by the Company.

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C. Right to Purchase Gas Owned by Transportation Customers

In the event that system integrity is threatened and the Company has declared a Critical Day, the Company shall have the right to purchase the natural gas supplies owned by, or purchased on behalf of, any of its transportation Customers to the extent the Company implements curtailment of natural gas service to Customers pursuant to the Curtailment Plan described in Customer Terms and Conditions and such gas is available for delivery to the Company under the terms of an existing transportation service contract. The Company's right to purchase gas owned by a Customer shall be exercised by the Company only after the Company has exhausted reasonable efforts to obtain the necessary gas supplies from other sources and this right will be a part of the Transportation Contract with the Customer. Such right shall terminate once the gas supplies available to the Company from other sources are sufficient to serve the needs of the Customers in the other categories on whose behalf the purchase of Customer-Owned gas by the Company was made and the Company lifts the curtailment. The price to be paid by the Company for gas purchased under this provision shall be equal to the price of gas at the time the Company provided notice of the Critical Day as reported in Platt's Gas Daily as "Midpoint for Chicago Citygates" under the Citygates section of Platt's *Gas Daily* plus 10%.

TERMS AND CONDITIONS

A Customer wishing to convert to or from Rider T service must notify the Company prior to April 1 each year to be effective August 1 as detailed in section 10.A. of the Customer Terms and Conditions tariff.

The Company shall reduce all Customer-Owned Gas delivered to Company by the Unaccounted-for-Gas Factor (UGF). The UGF shall be determined for each Rate Zone by dividing the quantity of unaccounted for-gas by the sum of distribution throughput and unaccounted-for-gas, expressed as a decimal. The UGF shall be calculated annually for each Rate Zone, filed with the Commission on or before June 1 to be effective November 1 and shall utilize information for the 12-month period ending March 31.

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Company reserves the right to limit the Deliveries of Customer-Owned Gas or usage at Customer's Premises when, at Company's sole discretion, Customer's Deliveries are excessive or deficient in relation to Customer's gas requirements and may adversely affect the operation of Company's gas system.

Company reserves the right to terminate Customer's service under this Transportation Service when, in Company's sole judgment, Customer has demonstrated a pattern of deviation between Deliveries and usage that could adversely impact the Company's ability to deliver gas to other Customers or could otherwise adversely impact the operation of Company's gas system.

The Customer shall be responsible for acquiring private supplies of gas and for delivery of those supplies to the Company's system. Delivery of the Customer's gas to the Company shall be at the Customer's expense. The Company reserves the right to deny service under this Rider if the following conditions are not met.

1. In the sole judgment of the Company, the Company's facilities shall be capable of receiving the Customer's gas without impairment to anticipated purchases or deliveries of any gas supplies by the Company.
2. The final pipeline transporter of such Customer-Owned gas agrees to provide daily delivery data for such gas to the Company.

Company reserves the right to require usage of Customer-Owned Gas to be uniform over the day when a pipeline imposes a requirement on Company to accept Delivery of gas uniformly over the day. Company shall be entitled to bill and collect from Customer any penalties or fees charged by such pipeline attributable to such Customer's non-conformance with Company's direction to take Delivery uniformly over the day.

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When service under this Rider is terminated, the cashout price for Customers Bank, if applicable, shall be the Chicago Citygate First of the Month price index as reported in “Inside FERC Gas Market Report” for the month following the end of Rider T service.

Service hereunder is subject to the Customer Terms and Conditions, Supplier Terms and Conditions, Standards and Qualifications for Gas Service, Tax Additions, and Supplemental Customer Charge Tariffs of this Schedule, as well as any other applicable Rates, Riders, taxes, adjustments, fees or charges that may be approved by the ICC from time to time and in effect.

Application of Peoples and Nicor Methodologies to Ameren Illinois Data to Calculate Days of Bank

Peoples/North Shore Method	Method uses Total Peak Day Deliverability of On System Storage Divided into Total Storage Capacity							
	Rate Zone I	Units	Rate Zone II	Units	Rate Zone III	Units	Ameren Illinois	Units
Total Capacity of Leased and On System Storage	8,874,941	Dth	11,837,483	Dth	20,644,921	Dth	41,357,345	Dth
Total Peak Day Resources	282,417	Dth	379,804	Dth	767,177	Dth	1,429,398	Dth
Days of Deliverability	31	Days	31	Days	27	Days	29	Days

Nicor Gas Method	Method uses Sales Customer Peak Day Divided into Total On System Storage Capacity							
	Rate Zone I	Units	Rate Zone II	Units	Rate Zone III	Units	Ameren Illinois	Units
On-System Storage Capacity	2,374,762	Dth	8,172,438	Dth	15,218,000	Dth	25,765,200	Dth
Design Peak Day of Sales Customers	256,339	Dth	328,079	Dth	599,974	Dth	1,184,392	Dth
Days of Deliverability	9	Days	25	Days	25	Days	22	Days

Notes:

Ameren Illinois retains assets to serve end user bank requirements.

Total Peak Day Deliverability and Sales Peak Day values include loads and assets of all integrated and captive systems using data for the winter 2010-2011

Storage data represent the volume and deliverability under contract as of November 1, 2010.

Ameren Illinois Method (10 times MDCQ)	Rate Zone I	Units	Rate Zone II	Units	Rate Zone III	Units	Ameren Illinois	Units
	On-System Storage Capacity	2,374,762	Dth	8,172,438	Dth	15,218,000	Dth	25,765,200
Total Rider T Bank-Ameren Illinois Method (10 times MDCQ)	670,407	Dth	1,794,651	Dth	3,016,740	Dth	5,481,798	Dth
Percentage of on-system storage to Rider T	28.2%	Dth	22.0%	Dth	19.8%	Dth	21.3%	Dth

Nicor Method (22 times MDCQ)	Rate Zone I	Units	Rate Zone II	Units	Rate Zone III	Units	Ameren Illinois	Units
	On-System Storage Capacity	2,374,762	Dth	8,172,438	Dth	15,218,000	Dth	25,765,200
Total Rider T Bank-Nicor Method (22 times MDCQ)	1,474,895	Dth	3,948,232	Dth	6,636,828	Dth	12,059,956	Dth
Percentage of on-system storage to Rider T	62.1%	Dth	48.3%	Dth	43.6%	Dth	46.8%	Dth

**Using the 'Equitable Model' where 50% of Storage Cost is assigned to Peak Day Deliverability
and 50% assigned to Maximum Storage Quantity**

Allocation to Rider T Transport Customers for Maximum Storage Quantity with Current Bank Level (10 days)

This allocation to Rider T Transport Customers will become effective coincident to the Final Order

Total Rider T Transport MDCQ (11/1/2010)	548,180 Dth	Aggregate of MDCQ for all Transport Customers on 11/1/2010
Total Transport MDCQ times 10 days bank	5,481,800 Dth	Current bank of 10 times MDCQ
50% of Revenue Requirement	\$16,242,790 USD	50% of Revenue Requirement from 2011 Rate Case allocated to Capacity
On-System Storage Capacity	25,765,200 Dth	2010 Storage Capacity of Ameren Illinois owned fields
Percentage to allocate to Rider T	21.3%	Transport Bank Capacity at current levels divided by On system Storage Capacity
Dollars to allocate to Rider T for Capacity	\$3,455,814 USD	

Allocation to Rider T Transport Customers for Peak Day Deliverability

Ameren Illinois Method based on Access to Bank (20% Daily and 50% Monthly) on Critical Day

20% of MDCQ for Daily Balanced	68,687 Dth	Excludes Seasonal, 11/1/2010 Transport Customer Data
50% of MDCQ of Monthly Balanced	41,515 Dth	Excludes Seasonal, 11/1/2010 Transport Customer Data
Total Bank Access on Critical Day	110,202 Dth	Excludes Seasonal, add Monthly and Daily Bank Access
MDCQ allocation percentage	19.7%	Divide line above by peak day rating of On System fields
Dollars allocated to Rider T for PDD	\$3,203,506 USD	Percentage in Line above applied to 50% of the 2012 Revenue Requirement

Total Allocation: Sum of the MSQ and Peak Day Deliverability

Total Rider T Allocation of Cost	\$6,659,320 USD	Total dollars resulting from one half DCN and on half MSV allocation scheme
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Allocation of On-System Storage and Proposed Rates Equitable Method for Monthly and Daily Balanced Customers

Daily Balanced Customers

50% of Costs Allocated to Daily Balanced Customers based on Maximum Stored Quantity

Ameren Illinois		Units	Notes
Daily Balanced Customer's Aggregate MDCQ	395,469	Dth	November 1, 2010 data.
Daily Balanced Customer's Aggregate MSQ	3,956,491	Dth	Using Bank Size Effective expected Final Order Date (10 times MDCQ)
Total On-System Capacity	25,765,200	Dth	Nameplate Capacity of Ameren Illinois On-System Storage
Percentage	15.36%		Daily Balanced MSQ/On-System MSQ
50% of Allocated Costs to MSQ	\$16,242,790	USD	50% of On-System Storage Revenue Requirement for test year
Dollars Allocated to MSQ of Daily Balanced	\$2,494,235	USD	Percentage allocated times Revenue Requirement
Unit Cost per Dth	0.6304	USD	Cost divided by Aggregate MSQ
Unit Cost per therm	0.0630	USD	Dth rate divided by 10

50% of Costs Allocated to Daily Balanced Customers based on Peak Day Deliverability

Ameren Illinois		Units	Notes
Daily Balanced Peak Day Access (20% MDCQ)	68,687	Dth	November 1, 2010 data excluding Seasonal MDCQs
Peak Day Rating of AIC On-System Storage	558,759	Dth	Peak Day Ratings
Percentage	12.29%		Percentage of Peak Day Rating for Daily Balanced Bank Service
50% of Allocated Costs to MSQ	\$16,242,790	USD	50% of On-System Storage Revenue Requirement for test year
Dollars Allocated to MSQ of Daily Balanced	\$1,996,690	USD	Percentage allocated times cost
Total MDCQ of Daily Balanced Customers	395,469	Dth	From November 1, 2010 data
Billable MDCQ units (Monthly total times twelve)	4,745,628	Dth	Percentage allocated times Revenue Requirement
Unit Cost per Dth	0.4207	USD	Cost divided by Annually Billed therms
Unit Cost per therm	0.0421	USD	Dth rate divided by 10

Monthly Balanced Customers

50% of Costs Allocated to Monthly Balanced Customers based on Maximum Stored Quantity

Ameren Illinois		Units	Notes
Monthly Balanced Customer's Aggregate MDCQ	152,531	Dth	November 1, 2010 data.
Monthly Balanced Customer's Aggregate MSQ	1,525,310	Dth	Using Bank Size Effective expected Final Order Date (10 times MDCQ)
Total On-System Capacity	25,765,200	Dth	Nameplate Capacity of Ameren Illinois On-System Storage
Percentage	5.92%		Monthly Balanced MSQ/On-System MSQ
50% of Allocated Costs to MSQ	\$16,242,790	USD	50% of On-System Storage Revenue Requirement for test year
Dollars Allocated to MSQ of Monthly Balanced	\$961,580	USD	Percentage allocated times Revenue Requirement
Unit Cost per Dth	0.6304	USD	Cost divided by Aggregate MSQ
Unit Cost per therm	0.0630	USD	Dth rate divided by 10

50% of Costs Allocated to Monthly Balanced Customers based on Peak Day Deliverability

Ameren Illinois		Units	Notes
Monthly Balanced Peak Day Access (50% MDCQ)	41,515	Dth	November 1, 2010 data excluding Seasonal MDCQs
Peak Day Rating of AIC On-System Storage	558,759	Dth	Peak Day Ratings
Percentage	7.43%		Percentage of Peak Day Rating for Monthly Balanced Bank Service
50% of Allocated Costs to MSQ	\$16,242,790	USD	50% of On-System Storage Revenue Requirement for test year
Dollars Allocated to MSQ of Monthly Balanced	\$1,206,816	USD	Percentage allocated times Revenue Requirement
Total MDCQ of Monthly Balanced Customers	152,531	Dth	From November 1, 2010 data
Billable MDCQ units (Monthly total times twelve)	1,830,372	Dth	Percentage allocated times cost
Unit Cost per Dth	0.6593	USD	Cost divided by Annually Billed therms
Unit Cost per therm	0.0659	USD	Dth rate divided by 10

Total Unit rate for Daily Balanced Customers	\$0.1051	USD
Total Unit rate for Monthly Balanced Customers	\$0.1290	USD

Dth is Dekatherm
USD is United States Dollar

Ameren Illinois Company

Ill. C. C. No. 2

d/b/a Ameren Illinois

1st Revised Sheet No. 26

Gas Service Schedule Ill. C. C. No. 2

(Canceling Original Sheet No. 26)

RIDER TBS – TRANSPORTATION BANKING SERVICE

Applicable to Rider T

AVAILABILITY

Available to daily balanced Customers taking service under Rider T. All monthly balanced Customers are required to take service under this Rider.

PURPOSE

The purpose of this Rider is to provide a subscribable banking service which allows Transportation Customers to bank excess gas delivered to the Company's gas system. Customers will select the amount of banking service on an annual basis.

DEFINITIONS

Aggregate Bank Election

The Aggregate Bank Election is the total of all Customer Bank Elections pursuant to this Rider.

Bank Election

The Bank Election is the amount of bank service a Customer elects each year. Monthly balanced Customers can select between five (5) and 22 times their MDCQ. Daily balanced Customers can select between zero (0) and 22 times their MDCQ.

Banking Service Limit

Banking Service Limit is 5.48Bcf which is the maximum amount of banking service available under this Rider.

Bank Limit

The Bank Limit means the Customer's maximum amount of banking service based on their Bank Election and any applicable proration amount.

Election Period

The Election Period is when the Customer must notify the Company of their Bank Election. Annual deadline for notification of Bank Election is March 1 in 2012, and February 1 each year thereafter, for banking service effective May 1.

Date of Filing,

Date Effective,

Issued by S.A. Cisel, President

300 Liberty Street, Peoria, IL 61602

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Ameren Illinois Company

Ill. C. C. No. 2

d/b/a Ameren Illinois

Original Sheet No. 26.001

Gas Service Schedule Ill. C. C. No. 2

RIDER TBS – TRANSPORTATION BANKING SERVICE

Applicable to Rider T

Initial Bank Election

The Initial Bank Election is the Customer's first Bank Election as a new Rider T customer or the first Bank Election under Rider TBS. Absent written notification to the Company the monthly balanced Customers Initial Bank Election will default to five (5) days and the daily balanced Customers' Initial Bank Election will default to zero (0) days.

Maximum Daily Contract Quantity

The Maximum Daily Contract Quantity (MDCQ) for Rider TBS is equivalent to the MDCQ used in Rider T.

MONTHLY CHARGES

<u>Charges</u>	<u>Monthly Balanced Customers</u>	<u>Daily Balanced Customers</u>	
<u>Deliverability</u>	<u>6.59¢</u>	<u>4.21¢</u>	<u>per MDCQ Therm</u>
<u>Capacity</u>	<u>6.30¢</u>	<u>6.30¢</u>	<u>per Therm based on 1/12th of Bank Limit</u>

TERMS AND CONDITIONS

Bank Limit Proration

If the Aggregate Bank Election exceeds the Banking Service Limit, the Company will prorate the Bank Limits downward starting with Customers electing the highest Bank Elections multiplier until the total of all Customers Bank Limits is within the Banking Service Limit. If the proration process is necessary, Customers will be notified of their final, approved Bank Limit prior to April 1, to be effective May 1.

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Ameren Illinois Company

Ill. C. C. No. 2

d/b/a Ameren Illinois

Original Sheet No. 26.002

Gas Service Schedule III. C. C. No. 2

RIDER TBS – TRANSPORTATION BANKING SERVICE

Applicable to Rider T

If the Aggregate Bank Election is less than the Banking Service Limit, the Company will offer additional amounts of banking service to those Customers who submitted the maximum Bank Election multiplier until all Customers who elected the maximum Bank Election have been awarded their second election or the Bank Limit has been reached. The additional amount of banking service offered will be communicated prior to March 15 in 2012, and prior to March 1 each year thereafter, and the Customer will notify the Company of their revised Bank Limit by April 1, to become effective May 1. In the event there remains any unsubscribed portion of the Banking Service Limit, such banking capacity will be relinquished for the annual period to serve Customers taking system gas supply from Company. Costs associated with the relinquished banking capacity shall be recovered pursuant to the provisions for Unsubscribed Bank Capacity Charge in Rider S-System Gas Service.

General

All Customers shall elect the amount of banking service they wish to have during the Election Period by notifying the Company in writing using the designated form on Ameren.com. The Initial Bank Election will be effective until the Customer notifies the Company of a change in a subsequent Election Period.

If a Customer reduces their Bank Election or MDCQ and their bank balance exceeds their new Bank Limit, the Company will cashout the excess volumes at the Chicago Citygate First of the Month price index as reported in “Inside FERC Gas Market Report” for the month prior to the effective date of the cashout.

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Gas Service Schedule III. C. C. No. 2

Ill. C. C. No. 2

1st Revised Original Sheet No. 24
(Canceling Original Sheet No. 24)

RIDER S – SYSTEM GAS SERVICE
Applicable to Rates GDS-1, GDS-2, GDS-3, GDS-4 and GDS-5

AVAILABILITY

All Residential Customers receiving gas delivery service pursuant to Rate GDS-1 – Residential Gas Delivery Service shall receive system gas supply from the Company pursuant to this Rider S. Service under this Rider is also available to all Non-Residential Customers.

PURPOSE

The purpose of this Rider is to provide System Gas Service (Company supplied gas) to all Residential Customers and to Non-Residential Customers that do not wish to procure gas supply through a RGS.

CHARGES**A. Delivery Services Charges:**

The monthly Customer Charge, Delivery Charges and Demand Charges (if applicable) of the applicable rate.

B. System Gas Charges:

* The metered quantity (Therms) of system gas delivered multiplied by the Gas Charge (GC) unless otherwise specified in the applicable Gas Delivery Service Rate. The charges associated with GC, CGC, NCGC and Demand Gas Charge (DGC), as applicable for each Rate Zone **through March 31, 2012**, are calculated pursuant to Rider PGA of this Schedule, as adjusted in accordance with the ~~following~~ provision **below. Effective on and after April 1, 2012, a single GC, CGC, NCGC and Demand Gas Charge (DGC) will be calculated pursuant to Rider PGA of this Schedule, and adjusted in accordance with the provision below.**

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Gas Service Schedule III. C. C. No. 2

Ill. C. C. No. 2

1st Revised~~Original~~ Sheet No. 24.001
 (Canceling Original Sheet No. 24.001)

RIDER S – SYSTEM GAS SERVICE
Applicable to Rates GDS-1, GDS-2, GDS-3, GDS-4 and GDS-5

* Uncollectible Factor

An Uncollectible Factor shall be applied to the PGA cost components calculated pursuant to the provisions of Rider PGA. The Uncollectible Factor to be applied will be based on the Company's bad debt expense for each Rate Zone and eligible Rate class as established by the Commission as part of a Gas Delivery Service rate case. The Adjustment Factors shall be revised after each subsequent Gas Delivery Service rate case. The amounts billed pursuant to the Uncollectible Factors shall not be included in the annual reconciliation of PGA charges. The Uncollectible Factors are as follows:

RATE	PGA Uncollectible Factor		
	Rate Zone I	Rate Zone II	Rate Zone III
GDS-1 - Residential Gas Delivery Service	0.01799	0.02094	0.02388
GDS-2 - Small General Gas Delivery Service	0.00239	0.00394	0.00364
GDS-3 - Intermediate General Gas Delivery Service	0.00046	0.00120	0.00110
GDS-4 - Large Gas Delivery Service	0.00173	0.00000	0.00000
GDS-5 - Seasonal Gas Delivery Service	0.00000	0.00000	0.00000

The Company must reflect the inclusion of the Uncollectible Factor in a monthly PGA report submission prior to it becoming effective for billing.

* Unsubscribed Bank Capacity Charge

* Effective on and after May 1, 2012, the cost of any unsubscribed bank capacity allocated to Rider TBS in the previous rate proceeding will be subject to monthly cost recovery from Rider S Customers on a per Therm basis. Such charge shall be based on the annual estimated Rider S Therms and shall be determined and filed at least once annually with the Commission as an informational filing. Such informational filing along with accompanying supporting information shall be filed with the Commission no later than the 20th of the month preceding the effective date of the new Unsubscribed Bank Capacity Charge. Annually, this filing shall occur during April to become effective May 1. An informational filing with supporting information filed after the 20th of the month, but prior to the effective date, shall be accepted only if it corrects an error or errors from a timely filed informational filing for the same effective date.

* The applicable Unsubscribed Bank Capacity Charge shall be included in the monthly PGA report submission and shall be applied along with other applicable Rider PGA and Rider S charges for service rendered during the Effective Month.

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Gas Service Schedule Ill. C. C. No. 2

Ill. C. C. No. 2

~~Original~~ Sheet No. 24.001
~~(Canceling Original Sheet No. 24.001)~~

RIDER S – SYSTEM GAS SERVICE
Applicable to Rates GDS-1, GDS-2, GDS-3, GDS-4 and GDS-5

TERMS AND CONDITIONS

Service hereunder is subject to the Customer Terms and Conditions, Standards and Qualifications for Gas Service, Tax Additions, and Supplemental Customer Charge Tariffs of this Schedule, as well as any other applicable Rates, Riders, taxes, adjustments, fees or charges that may be approved by the ICC from time to time and in effect.

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Gas Service Schedule Ill. C. C. No. 2

Ill. C. C. No. 2
~~1st Revised Original~~ Sheet No. 25
~~(Canceling Original Sheet No. 25)~~

RIDER T – TRANSPORTATION SERVICE
Applicable to Rate GDS-2, GDS-3, GDS-4, GDS-5 and GDS-7

AVAILABILITY

Available to any Non-Residential Customer within Company's service area served under Rates GDS-2, GDS-3, GDS-4, GDS-5 or GDS-7 of this Schedule having contracted with Company for transportation service of Customer-Owned Gas.

APPLICABILITY

Customers receiving service under Rate GDS-2 or GDS-3 that elect to receive transportation service under this Rider shall have cashouts determined on a monthly basis (Monthly Balanced). Customers receiving service under Rate GDS-4 or GDS-7 that elect to receive transportation service under this Rider shall have cashouts determined on a daily basis (Daily Balanced). Customers receiving Service under Rate GDS-5 have the option of electing either daily or monthly balancing service.

DEFINITIONS

Bank

Bank means a mechanism wherein an Over Delivery (s) is held on behalf of Customer for Customer's later use.

* **Bank Limit**

The Bank Limit means the Customers maximum amount of banking service based on their Bank Election and any applicable proration amount.

Business Day

Business Day means Monday through Friday excluding the following holidays: New Year's Day, Good Friday, Memorial Day (observed), July 4, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day.

Chicago Citygate Price

Chicago Citygate Price means the price published in the Platt's Gas Daily under the Citygates section for the "Midpoint for the Chicago Citygates", or in the absence of such publication, the price for a substantially similar point published in an alternate publication.

Citygate

Citygate means the point of interconnection between Company and Final Pipeline Transporter(s) where gas is delivered to Company by the Final Pipeline Transporter(s).

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RIDER T – TRANSPORTATION SERVICE
Applicable to Rate GDS-2, GDS-3, GDS-4, GDS-5 and GDS-7

TRANSFER OF BANKED GAS

* Transfers will be allowed between daily balanced accounts or between monthly balanced accounts located in the same Rate Zone and will be effective the day the request is submitted. Effective on and after July 1, 2012, transfers are not required to be located in the same Rate Zone. The transfers may be submitted on-line via the Unbundled Services Management System or via e-mail to End User Transportation. The e-mail message must include the account numbers and the volume of banked gas to be transferred. Transfers of banked gas will not be allowed between daily and monthly balanced accounts or between accounts on different pipelines. These bank transfer provisions apply to both individual and Group Manager accounts.

† DAILY BALANCED CUSTOMER CASHOUT THROUGH APRIL 30, 2012

On non-critical days, the bank injection limit shall be any Over Deliveries up to 20% of DCN, provided that Customer's Bank does not exceed 10 times Customer's MDCQ and bank withdrawal limit shall be any Under Deliveries up to 20% of DCN, provided that Customer's Bank shall not be less than zero. During a Critical Day, the maximum amount to be withdrawn from Customer's Bank shall be 20% of DCN. On Non-OFO and non-critical days, any Imbalance shall be cashed out pursuant to the following schedule based on Customer's daily DCN:

Positive Imbalance	Cashout
0- 20%	Company pays Customer 100% of the Daily Chicago Citygate Price
> 20%	Company pays Customer 90% of the Daily Chicago Citygate Price
Negative Imbalance	Cashout
0- 20%	Customer pays Company 100% of the Daily Chicago Citygate Price
> 20%	Customer pays Company 110% of the Daily Chicago Citygate Price

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RIDER T – TRANSPORTATION SERVICE
Applicable to Rate GDS-2, GDS-3, GDS-4, GDS-5 and GDS-7

DAILY BALANCED CUSTOMER CASHOUT EFFECTIVE ON AND AFTER MAY 1, 2012

*** Daily Balanced Customers not electing Rider TBS:**

Imbalances shall be cashed out pursuant to the following schedule based on Customers DCN:

<u>Positive Imbalance – Over Deliveries</u>	<u>Cashout</u>
<u>0- 20%</u>	<u>Company pays Customer the lower of 100% of the Daily Chicago Citygate Price or the effective Purchased Gas Adjustment</u>
<u>> 20%</u>	<u>Company pays Customer the lower of 90% of the Daily Chicago Citygate Price or the effective Purchased Gas Adjustment</u>
<u>Negative Imbalance – Under Deliveries</u>	<u>Cashout</u>
<u>0- 20%</u>	<u>Customer pays Company the higher of 100% of the Daily Chicago Citygate Price or the effective Purchased Gas Adjustment</u>
<u>> 20%</u>	<u>Customer pays Company the higher of 110% of the Daily Chicago Citygate Price or the effective Purchased Gas Adjustment</u>

*** Daily Balanced Customers electing Rider TBS:**

During May to September of each year, the bank injection limit shall be any Over Deliveries up to 20% of MDCQ and during October to April of each year, the bank injection limit shall be any Over Deliveries up to 20% of DCN, provided that Customer's Bank does not exceed the Bank Limit. The bank withdrawal limit shall be any Under Deliveries up to 20% of DCN, provided that Customer's Bank shall not be less than zero. Imbalances outside the tolerances identified above shall be cashed out pursuant to the following schedule:

<u>Positive Imbalance – Over Deliveries</u>	<u>Cashout</u>
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Ameren Illinois Company
d/b/a Ameren Illinois
Gas Service Schedule Ill. C. C. No. 2

Ill. C. C. No. 2
1st Revised Original Sheet No. 25.005
(Canceling Original Sheet No. 25.005)

RIDER T – TRANSPORTATION SERVICE
Applicable to Rate GDS-2, GDS-3, GDS-4, GDS-5 and GDS-7

<u>0- 20%</u>	<u>Company pays Customer the lower of 100% of the Daily Chicago Citygate Price or the effective Purchased Gas Adjustment</u>
<u>> 20%</u>	<u>Company pays Customer the lower of 90% of the Daily Chicago Citygate Price or the effective Purchased Gas Adjustment</u>
<u>Negative Imbalance – Under Deliveries</u>	<u>Cashout</u>
<u>0- 20%</u>	<u>Customer pays Company the higher of 100% of the Daily Chicago Citygate Price or the effective Purchased Gas Adjustment</u>
<u>> 20%</u>	<u>Customer pays Company the higher of 110% of the Daily Chicago Citygate Price or the effective Purchased Gas Adjustment</u>

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RIDER T – TRANSPORTATION SERVICE
Applicable to Rate GDS-2, GDS-3, GDS-4, GDS-5 and GDS-7

† MONTHLY BALANCED CUSTOMER CASHOUT THROUGH APRIL 30, 2012

Customer's Deliveries for the Billing Period shall be compared to Customer's Usage for the Billing Period. Deliveries in excess of Usage shall be added to Customer's Bank, provided that Customer's Bank shall not exceed 10 times Customer's MDCQ. Usage in excess of Deliveries shall be offset by reducing Customer's Bank, provided that Customer's Bank shall not be less than zero. During a Critical Day, the maximum amount to be withdrawn from Customers Bank shall be 50% of Customers MDCQ. At the conclusion of a Billing Period, any Positive or Negative Imbalance for the Billing Period not offset by additions or reductions to Customer's Bank shall be cashed out pursuant to the following schedule based on Customer's monthly deliveries:

Positive Imbalance	Cashout
0%-20%	Company pays Customer 100% of the Monthly Average Daily Chicago Citygate Price
> 20%	Company pays Customer 90% of the Monthly Average Daily Chicago Citygate Price
Negative Imbalance	Cashout
0%-20%	Customer pays Company 100% of the Monthly Average Daily Chicago Citygate Price
> 20%	Customer pays Company 110% of the Monthly Average Daily Chicago Citygate Price

† MONTHLY BALANCED CUSTOMER CASHOUT EFFECTIVE ON AND AFTER MAY 1, 2012

* Customer's Deliveries for the Billing Period shall be compared to Customer's Usage for the Billing Period. Deliveries in excess of Usage shall be added to Customer's Bank, provided that Customer's Bank shall not exceed the Bank Limit at the end of the Customers Billing Period. Usage in excess of Deliveries shall be offset by reducing Customer's Bank, provided that Customer's Bank shall not be less than zero. During a Critical Day, the maximum amount to be withdrawn from Customers Bank shall be 50% of Customers MDCQ. At the conclusion of a Billing Period, any Positive or Negative Imbalance for the Billing Period not offset by additions

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Ameren Illinois Company

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Gas Service Schedule Ill. C. C. No. 2

Ill. C. C. No. 2

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RIDER T – TRANSPORTATION SERVICE
Applicable to Rate GDS-2, GDS-3, GDS-4, GDS-5 and GDS-7

or reductions to Customer's Bank shall be cashed out pursuant to the following schedule based on Customer's monthly deliveries:

<u>Positive Imbalance – Over Deliveries</u>	<u>Cashout</u>
<u>0%-20%</u>	<u>Company pays Customer the lower of 100% of the Monthly Average Daily Chicago Citygate Price or the effective Purchased Gas Adjustment</u>
<u>> 20%</u>	<u>Company pays Customer the lower of 90% of the Monthly Average Daily Chicago Citygate Price or the effective Purchased Gas Adjustment</u>
<u>Negative Imbalance – Under Deliveries</u>	<u>Cashout</u>
<u>0%-20%</u>	<u>Customer pays Company the higher of 100% of the Monthly Average Daily Chicago Citygate Price or the effective Purchased Gas Adjustment</u>
<u>> 20%</u>	<u>Customer pays Company the higher of 110% of the Monthly Average Daily Chicago Citygate Price or the effective Purchased Gas Adjustment</u>

CASHOUT REVENUES

- * All cashout revenues associated with charges or credits billed to Daily or Monthly Balanced Customers will be considered as gas cost recovery and will be used in the development of the Company's PGA charges by Rate Zone. **Effective on and after April 1, 2012, cashout revenues will be used in the development of the Company's single PGA charge.**

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RIDER T – TRANSPORTATION SERVICE
Applicable to Rate GDS-2, GDS-3, GDS-4, GDS-5 and GDS-7

PENALTY CHARGES

1. Operational Flow Orders (OFO) Balancing
 On any day when an Operational Flow Order (OFO) is in effect, should Customer's or Customer Group's daily usage exceed its Daily Confirmed Nomination (DCN), an OFO Balancing Cashout shall be applied to the variance. The OFO Balancing Cashout for the billing period will be as follows:

* Effective through April 30, 2012:

Variance	Cashout
0 - 20%	Customer pays Company 100% of the Daily Chicago Citygate Price
20% - 50%	Customer pays Company 150% of the Daily Chicago Citygate Price
Over 50%	Customer pays Company 200% of the Daily Chicago Citygate Price

* Effective on and after May 1, 2012:

<u>Variance</u>	<u>Cashout</u>
<u>0 - 20%</u>	<u>Customer pays Company the higher of 100% of the Daily Chicago Citygate Price or the effective Purchased Gas Adjustment</u>
<u>20% - 50%</u>	<u>Customer pays Company the higher of 150% of the Daily Chicago Citygate Price or the effective Purchased Gas Adjustment</u>
<u>Over 50%</u>	<u>Customer pays Company the higher of 200% of the Daily Chicago Citygate Price or the effective Purchased Gas Adjustment</u>

2. Unauthorized Gas Use Charge
 Unauthorized Gas Use related to a Critical Day shall mean the use of system gas on a Critical Day and shall be determined on a daily basis. If during a declared Critical Day for Company's gas system or for a specific area of its gas system, a Customer or Customer Group shall use unauthorized system gas, the Company shall charge the Customer or Customer Group, and the Customer or Customer Group shall pay, \$6.00 per Therm for all unauthorized use in addition to the balancing charges set forth in the Critical Day Imbalance Charge section below.

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Ameren Illinois Company

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Gas Service Schedule Ill. C. C. No. 2

Ill. C. C. No. 2

1st Revised Original Sheet No. 25.008
(Canceling Original Sheet No. 25.008)**RIDER T – TRANSPORTATION SERVICE**
Applicable to Rate GDS-2, GDS-3, GDS-4, GDS-5 and GDS-7*** 3. Critical Day Imbalance Charge**

In addition to the Unauthorized Gas Use Charge above, if, during a declared Critical Day for its gas system or for a specific area of its gas system, Customer or Customer Group has an imbalance in the same direction as an Imbalance for Company's gas system or area thereof that results in Company incurring penalties or fees for the day from one or more pipelines, Customer or Customer Group may be billed a Critical Day Imbalance Charge determined by Rate Zone as shown below, follows Effective on and after April 1, 2012, the Critical Day Imbalance Charge will be determined on a Companywide basis as shown below.:

$$\text{CDIC} = \text{TPC} \times (\text{N/P}) \times (\text{C/A})$$

Where:

CDIC = Critical Day Imbalance Charge

TPC = Total Penalty Charges or fees from pipelines incurred by Company for the Critical Day.

N = Net Unauthorized Therms is the Net Imbalance Therms of all Customers and Customer Groups served on Transportation Service in the same direction as Company's imbalance.

P = Penalty Therms are the aggregate Therms of imbalance on Company's gas system that resulted in pipeline penalties or fees incurred by Company for the Critical Day.

C = Customer's Unauthorized Therms are the Customer's or Customer Group's imbalance on the Critical Day in the same direction as Company's imbalance.

A = Aggregate Unauthorized Therms are the Aggregate Imbalance Therms of all Customers and Customer Groups on Transportation Service that had imbalances in the same direction as Company's imbalance.

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RIDER T – TRANSPORTATION SERVICE
Applicable to Rate GDS-2, GDS-3, GDS-4, GDS-5 and GDS-7

- * 4. **Penalty Charges from Interstate Pipelines**
 If, on any day other than a Critical Day, Customers' excess usage of Company supplied gas or any other action contributes to cause penalty charges from an interstate pipeline, the Company shall be reimbursed for the penalty charges incurred pursuant to the Penalty Charges from Interstate Pipelines section of the Customer Terms and Conditions.
5. **Usage Determination for Penalties**
 If a Customer's gas usage is measured by the Company on a daily basis, such usage shall be used to apply penalties under section 1, 2, 3 or 4 above. If a Customer's gas usage is not measured by the Company on a daily basis, for purposes of applying penalties under section 1, 2, 3 or 4 above, the Customer's daily usage shall be determined by prorating the total usage during the Billing Period over the number of days in the Billing Period.
- * 6. **Penalty Charge Revenues**
 All Penalty Charge revenues billed to Customer or Customer Group under sections 1, 2, 3 or 4 above will be considered as gas cost recovery and will be used in the development of the Company's PGA charges by Rate Zone only to the extent that such costs were originally included and recovered in the PGA. Effective on and after April 1, 2012, Penalty Charge revenues will be used in the development of the Company's single PGA charge.

NOMINATIONS OF CUSTOMER-OWNED GAS

- * Nominations for transportation of Customer-Owned Gas to Customer's Premises shall be designated by Rate Zone through June 30, 2012. Effective on and after July 1, 2012, nominations by Rate Zone will not be required. ~~and~~ Nominations shall conform to Company's current form and must include Customer's name, city, nomination date, point of usage, Final Pipeline Transporter, Shipper, contract/account number with Final Pipeline Transporter, Therms per day, and day(s) of delivery. Customer may appoint a nominating agent, but Customer retains responsibility for Nominations as described herein. The Maximum Daily Nomination for a Monthly Balanced transportation Customer is two times Customers MDCQ.

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RIDER T – TRANSPORTATION SERVICE
Applicable to Rate GDS-2, GDS-3, GDS-4, GDS-5 and GDS-7

C. Right to Purchase Gas Owned by Transportation Customers

In the event that system integrity is threatened and the Company has declared a Critical Day, the Company shall have the right to purchase the natural gas supplies owned by, or purchased on behalf of, any of its transportation Customers to the extent the Company implements curtailment of natural gas service to Customers pursuant to the Curtailment Plan described in Customer Terms and Conditions and such gas is available for delivery to the Company under the terms of an existing transportation service contract. The Company's right to purchase gas owned by a Customer shall be exercised by the Company only after the Company has exhausted reasonable efforts to obtain the necessary gas supplies from other sources and this right will be a part of the Transportation Contract with the Customer. Such right shall terminate once the gas supplies available to the Company from other sources are sufficient to serve the needs of the Customers in the other categories on whose behalf the purchase of Customer-Owned gas by the Company was made and the Company lifts the curtailment. The price to be paid by the Company for gas purchased under this provision shall be equal to the price of gas at the time the Company provided notice of the Critical Day as reported in Platt's Gas Daily as "Midpoint for Chicago Citygates" under the Citygates section of Platts *Gas Daily* plus 10%.

TERMS AND CONDITIONS

* In 2012, Aa Customer wishing to convert to or from Rider T service must notify the Company prior to ~~April~~March 1 ~~each year~~ to be effective ~~August~~May 1 as detailed in section 10.A. of the Customer Terms and Conditions tariff. Effective in 2013 and each year thereafter, a Customer wishing to convert to or from Rider T service must notify the Company prior to February 1 each year to be effective May 1 as detailed in section 10.A. of the Customer Terms and Conditions tariff.

* The Company shall reduce all Customer-Owned Gas delivered to Company by the Unaccounted-for-Gas Factor (UGF). The UGF shall be determined for ~~the Company each Rate Zone~~ by dividing the quantity of unaccounted for-gas by the sum of distribution throughput and unaccounted-for-gas, expressed as a decimal. ~~In 2012, F~~the UGF shall be calculated ~~annually for each Rate Zone, and~~ filed with the Commission on or before ~~February~~June 1 to be effective ~~November~~April 1 and shall utilize information for the 12-month period ending ~~March~~December 31, 2011. In 2013 and each year thereafter, the UGF shall be calculated and filed with the Commission on or before June 1 to be effective November 1 and shall utilize information for the 12-month period ending March 31.

Date of Filing, ~~October 5, 2010~~

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Issued by S.A. Cisel, President
300 Liberty Street, Peoria, IL 61602

*Asterisk denotes change

CUSTOMER TERMS AND CONDITIONS

9. TECHNICAL REQUIREMENTS FOR CUSTOMERS USING ALTERNATE OR BACKUP FUEL AND OPERATIONAL REQUIREMENTS

The Technical and Operational Requirements associated with Customers Using Alternate or Backup Fuel are located in the Technical Requirements For Customers Using Alternate or Backup Fuel And Operational Requirements Section of the Standards and Qualifications for Gas Service.

10. SWITCHING SUPPLIERS

A. Request for Conversion Between Company Supplied Gas Service And Gas Transportation Service

Customers that have contracted with the Company to transport Customer-Owned Gas may request to receive Company supplied gas (PGA gas), if eligible, pursuant to Company tariffs. In addition, Customers receiving Company supplied gas may request to contract with the Company to transport Customer-Owned Gas if eligible, pursuant to Company tariffs. Items governing a request for change of gas supply are as follows:

- * 1. Written notification is required to convert from gas transportation service to Company supplied gas service or from Company supplied gas service to gas transportation service. Notification must be received by the Managing Supervisor of End User Transportation, from the Customer, prior to ~~April~~March 1 ~~each year~~ to be effective ~~August~~May 1 ~~in 2012 and prior to February 1 to be effective May 1 in 2013 and each year thereafter.~~, or a later date that is mutually agreeable between the Customer and Company.
- * 2. When a Customer changes gas supply service effective ~~August~~May 1, Customer shall remain on the requested gas supply service for 12 months. Service shall continue for additional 12 month periods until written notification is received as stated above.
- * 3. When a Customer changes gas supply service and Customer and Company mutually agree to an effective date later than ~~May~~August 1, Customer shall remain on the requested gas supply service through ~~April 30~~July 31. At that time service shall continue for 12 month periods until written notification is received as stated above.

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