

**Ameren Illinois Company's
Response to ICC Staff Data Requests
Docket No. 12-0293
Rate MAP-P Modernization Action Plan - Pricing Annual Update Filing
Data Request Response Date: 9/10/2012**

KC 17.03

Referring to Ameren Exhibit 24.0, p. 14, lines 266-270 stating that Strategic International Group provided to AIC consulting services in 2011, please provide a copy of the contract agreement for the consulting services.

RESPONSE

**Prepared By: Kathleen A. Pagel
Title: Supervisor, Communications
Phone Number: 309-677-5275**

See KC 17.03 Attach which includes a copy of the contract agreement for consulting services with Strategic International.

STAFF CROSS EXHIBIT 3
DOCKET NO. 120293
STAFF CR SECTION 3
9-12-12 LP



AMEREN SERVICES COMPANY
 AGENT FOR AMEREN CORPORATION,
 ITS SUBSIDIARIES AND AFFILIATES
 ST. LOUIS, MO.

PURCHASE ORDER

PO # 527073	REV NO 0	PO DATE 15-MAR-2011
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SUPPLIER: 76600-00CHICAGO
 STRATEGIC INTERNATIONAL GROUP
 SUITE 1202
 1700 E 56TH STREET
 CHICAGO,IL 60637
 United States

COPY
 For Ameren Internal Use Only

ORDER INSTRUCTIONS		
1.	ACKNOWLEDGE ORDER WITH PRICE AND SHIP DATES.	
2.	IF THIS PO CANNOT BE FILLED BY YOU, THEN RETURN OR REJECT IT. DO NOT FORWARD PO TO ANOTHER SUPPLIER OR ENTITY TO FILL. AMEREN CAN ONLY ISSUE PAYMENT TO SUPPLIER LISTED ON THIS PO.	
3.	BILLING PURCHASE ORDER NUMBER AND STOCK NUMBER MUST APPEAR ON ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE.	
4.	THE TERMS & CONDITIONS FOLLOWING THE ACKNOWLEDGEMENT SECTION OF THIS ORDER SHALL APPLY; IF NONE APPEAR, TERMS & CONDITIONS CONTAINED IN ORIGINAL REFERENCED CONTRACT SHALL APPLY.	
5.	ALL PRICES AND AMOUNTS ON THIS ORDER ARE EXPRESSED IN USD.	

SHIP TO: PO# 527073
 AMEREN ILLINOIS COMPANIES
 GENERAL OFFICE BUILDING
 300 LIBERTY ST
 PEORIA,IL 61602

BILL TO:
 AMEREN ILLINOIS COMPANIES
 ACCOUNTS PAYABLE SECTION
 P O BOX 66892
 ST LOUIS,MO 63166-6892

* See Freight Instructions Left of Buyer Details Below. *

Ameren Requestor: Frazer, Callista(ILCmtyRIPA)

TAX ID: 37-0211380

PAYMENT TERMS NET 30	PRIORITY	FOB/FREIGHT TERMS /	SHIP VIA	TAX INFO NON TAXABLE	LIEN WAIVER REQD No
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SPECIAL INSTRUCTIONS:

ITEM NO	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	DATE REQUIRED
1	Please formally accept this order by: Facilitate communications to diverse audiences for various customer related programs: EE and energy assistance in accordance with Scope of Work 1	150000.00	UN	1.00	150000.00	31-DEC-2011

PURCHASE ORDER TOTAL: \$150,000.00

SHIP FREIGHT COLLECT!!
 FOR ROUTING INSTRUCTIONS PLEASE VISIT:
www.keyship.net/ameren OR CALL LPS @ 1-877-KEY-SHIP (1-877-539-7447)

REFER INQUIRIES TO: Decker, Todd(Purchasing 645)
 PHONE: 314/554-4994
 EMAIL: 34846@ameren.com
 APPROVED BY: Decker, Todd(Purchasing 645)



AMEREN SERVICES COMPANY
AGENT FOR AMEREN CORPORATION,
ITS SUBSIDIARIES AND AFFILIATES
ST. LOUIS, MO.

PURCHASE ORDER

PO # 527073	REV NO 0	PO DATE 15-MAR-2011
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SPECIAL INSTRUCTIONS SECTION	
COPY COPY For Ameren Internal Use Only For Ameren Internal Use Only	
PROCUREMENT CODE SECTION	
QSL CODE SECTION	
PROCUREMENT DESCRIPTION SECTION	
QSL DESCRIPTION SECTION	
PO FILE ATTACHMENTS LIST	
HEADER:	SIG SCOPE OF WORK 1.docx



AMEREN SERVICES COMPANY
 AGENT FOR AMEREN CORPORATION,
 ITS SUBSIDIARIES AND AFFILIATES
 ST. LOUIS, MO.

PURCHASE ORDER

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PO # 527073	REV NO 0	PO DATE 15-MAR-2011
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SUPPLIER: 76600-00CHICAGO
 STRATEGIC INTERNATIONAL GROUP
 SUITE 1202
 1700 E 56TH STREET
 CHICAGO, IL 60637
 United States

SHIP TO:
 AMEREN ILLINOIS COMPANIES
 GENERAL OFFICE BUILDING
 300 LIBERTY ST
 PEORIA, IL 61602

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Ameren Requestor: Frazer, Callista (IL Cmty RIPA)

PAYMENT TERMS NET 30	PRIORITY	FOB/FREIGHT TERMS /	SHIP VIA	TAX INFO NON TAXABLE
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PURCHASE ORDER ACKNOWLEDGEMENT

NOTE: IF YOU ARE A REGISTERED ISUPPLIER PORTAL SUPPLIER PLEASE FOLLOW THE ISUPPLIER PORTAL INSTRUCTIONS BELOW. IF YOU ARE NOT A REGISTERED SUPPLIER THEN PLEASE ACKNOWLEDGE THE PO VIA EMAIL, FAX, OR MAIL.

THIS ACKNOWLEDGEMENT TO BE SIGNED AND RETURNED WITH ACKNOWLEDGED PRICES AND SHIPPING DATES. UPON RECEIPT OF THIS ORDER. ANY CHANGES SHOULD BE SPECIFICALLY NOTED BELOW OR MADE ON A COPY OF THE PO AND RETURNED WITH THIS SIGNED ACKNOWLEDGEMENT.

SUPPLIER ORDER NO: _____ CONTACT NAME: _____

PO ITEM NO	REQUIRED ON SITE DATE	SUPPLIER ON SITE DATE	PART NO CHANGE	PRICE CHANGE
1	31-DEC-2011			

ADDITIONAL COMMENTS:

 SIGNATURE DATE

ISUPPLIER PORTAL: Supplier Portal email Instructions:

1. Open your notification email and click the ACCEPT button

Supplier Portal Acknowledgement Instructions:

1. Go to your FULL LIST of PO's
2. Click the SELECT CIRCLE next to the PO #
3. Click the ACKNOWLEDGE button at the top of the list of PO's. The PO will open.
4. Click ACCEPT ENTIRE PO
5. Click SUBMIT

(OR)
 EMAIL TO: acknowledgePO@Ameren.com
 (OR)
 FAX TO: 314-613-2663
 (OR)
 MAIL TO: AMEREN SERVICE COMPANY
 SUPPLY CHAIN OPERATIONS
 P.O. BOX 66891, MC1101
 ST. LOUIS, MO 63166-6691

Ameren Services Conditions of Contract - Strategic International Group

1. Definitions

- 1.1 "Acceptance Criteria" shall mean with respect to a Deliverable, a statement defining the criteria for acceptance of that Deliverable.
- 1.2 "Contract" means, collectively, the Contract or Purchase Order to which this Attachment is attached or incorporated and all of the Contract Documents.
- 1.3 "Contract Documents" means the Contract, including all Attachments, forms, schedules and/or addenda attached thereto, issued pursuant to, or incorporated therein, all plans, drawings and Specifications issued by Ameren or by Supplier and approved by Ameren, these Services Conditions of Contract, the Supplemental General Conditions of Contract (if applicable) and all other documents identified in the Contract or Ameren's Purchase Order as included in the Contract Documents. The terms, conditions and provisions of the Contract Documents constitute the Contract
- 1.4 "Deliverable" shall mean a tangible work product to be developed for and delivered to Ameren, as set forth in a Scope of Work. By way of example, a "Deliverable" may consist of a plan, a report, software or a design.
- 1.5 "Enforceable Intellectual Property Right" shall mean a copyright, patent or trademark enforceable under the laws of the United States of America or any state within the United States of America.
- 1.6 "Project" shall mean the Services to be rendered to Ameren, and the related Deliverables, as set forth in an individual Scope of Work.
- 1.7 "Scope of Work" shall mean an attachment to this Contract, substantially in the form of Exhibit A hereof, that states, with respect to a specific Project, one or more of the following elements: the scope of the Project; Deliverables; responsibilities of Ameren; responsibilities of Supplier; the acceptance criteria applicable to Deliverables; and the fees and payment schedule pertinent to the Project. This Contract shall incorporate each Scope of Work that is executed by both Supplier and Ameren. In the event of a conflict between a signed Scope of Work and the provisions of this Contract, the Scope of Work shall take precedence as to the Project described therein.

2. Services

Supplier shall render the Services and deliver the Deliverables set forth in a Scope of Work to Ameren, and Ameren shall perform its responsibilities set forth in the same Scope of Work. Supplier shall use commercially reasonable efforts to complete work in accordance with the agreed milestones and dates set forth in the Scope of Work. Ameren will issue a purchase order with a Project number assigned. Supplier shall provide the point of contact information, name, address, and e-mail address of the individual who should receive the purchase order to ensure receipt. In the event the purchase order and/or the Scope of Work conflict with the provisions contained in this Contract, except to the extent agreed between the parties in writing, the provisions of the Scope of Work shall prevail over this Contract, which shall prevail over the purchase order.

Supplier shall access Ameren's internal networks and information in accordance with the instructions contained in Exhibit C, Network Access.

3. Fees and Expenses

- 3.1 The fees due Supplier in connection with a Project, inclusive of taxes, shall be set forth in the Scope of Work.

Payment for all work performed by Supplier in connection with a Project shall be made by Ameren to Supplier in accordance with the payment schedule and procedures in the Scope of Work. Supplier shall issue invoices to Ameren in accordance with the instructions contained in Exhibit B, Ameren Supplier Billing Instructions.

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Ameren shall make final payment to Supplier after final acceptance of Services by Ameren.

All invoices shall be due and payable within thirty (30) days of receipt by Ameren. Ameren may withhold payment of any charges that it disputes in good faith, and may set-off amounts Supplier owes Ameren as credits against charges payable to Supplier under this Contract.

3.2. Audit

A. Right to audit. Supplier shall maintain during performance of the Services, and retain not less than four years after their completion, complete and accurate records of all of Supplier's costs which are chargeable to Ameren under this contract; and Ameren has the right, during normal working hours, to inspect, reproduce, and audit those records by authorized representatives of its own or a third party selected by Ameren. Compensation paid on a lump-sum basis shall not be auditable by Ameren. The records to be maintained and retained by Supplier must provide sufficient detail for such charges and shall include (without limitation):

- Payroll records (hours, employee name, employee classification, multiplier breakdown etc.) that account for total time worked under such contract
- Canceled payroll checks or signed receipts for cash payroll
- Invoices (including all back-up details) for purchases, receiving and issuing documents, and all inventory records for Supplier's stock or capital items
- Paid invoices and canceled checks for purchased materials, subcontractor and third-party charges
- Records relating to air freight and ground transportation, including but not limited to handling, hauling, and disposing of materials/equipment
- Accurate, auditable records of gifts, entertainment, and gratuities to individual Ameren personnel

In addition, Supplier shall assist Ameren with respect to ensuring that all subcontractors adhere to and comply with the same requirements herein.

- 3.3 Ameren will reimburse Supplier for the reasonable travel and living expenses for Supplier personnel that are directly connected with the performance of their duties on this project if so provided in the relevant Scope of Work or with the prior written consent of Ameren. Ameren will reimburse Supplier for business related transportation expenses including the actual cost of transportation on railroads, airlines, etc. including reasonable gratuities and incidental expenses. Ameren will reimburse Supplier for travel at tourist or coach class rates only, unless specifically authorized by Ameren. Supplier shall make reasonable efforts to utilize discount air fares when available (i.e. obtaining tickets in advance, etc.) When extraordinary measures are required (such as staying over a period of time, lengthy travel periods or multiple flight changes) to take advantage of discount airfares it is appropriate to seek reimbursement for the additional living and other expense incurred. Such additional reimbursements are not to exceed the difference between the discount air fare actually incurred and the air fare which would have been incurred by exercising "reasonable effort" to utilize discount air fares. Supplier personnel may earn personal frequent flier credits for flights taken on Ameren business. However, they may not incur abnormal billable travel time or incur any additional expenses for the purpose of accruing frequent flier miles.

Travel to or from areas outside the continental United States must have prior written approval from

Ameren to be reimbursed.

The cost of taxis, limousines and buses to and from airports will be reimbursed. Generally, the most economical means of transport should be used. Automobile mileage shall be reimbursed at the then current IRS approved per-mile rate.

Fees for flight insurance purchased by Supplier personnel will not be reimbursed.

Membership dues in travel clubs are not reimbursable.

The use of Rental Cars must be authorized in advance by Ameren. When Supplier personnel rent a car for Ameren business:

- (a) Check to be sure that they are receiving any discounts to which they are entitled.
- (b) Request a mid-size car model, unless there is some specific reason to request a larger model.
- (c) Ameren will not reimburse for transportation costs related to expenses for traffic and parking tickets.

Ameren will reimburse Supplier for reasonable expenses for meals and lodging incurred by Supplier Personnel while working on this project. Supplier shall pay hotel bills directly. Personal items (i.e. room service charges, in-room movies, etc.) shall be deducted from the total on the bill and only the net amount applicable to Ameren business shall be submitted to Ameren for reimbursement.

Personal telephone calls by Supplier employees to their homes are reimbursable provided the number, cost, and duration are reasonable.

Any expenses to be incurred that are not covered herein are subject to the advance approval of Ameren. If advance discussion is not possible, Ameren will reimburse Supplier for the expense if expense reimbursements are generally authorized and if the expenditure is business related, proper, and reasonable. Aggregate reimbursements shall not exceed five percent (5%) of the total value of any associated Scope of Work issued hereunder without the prior written consent of Ameren.

4. Change Control Procedure

The parties acknowledge and agree that the occurrence of the following events may require a change to the Scope of Work, Project schedule and/or fixed price: (A) a material change to or deficiency in the information which Ameren has supplied to Supplier which changes the Scope of Work; (B) an unanticipated event that materially changes the service needs or requirements of Ameren; or (C) a change in law (each, an "Adjustment Event").

4.2 The parties also agree that from time to time during the term of this Contract, Ameren may request, or Supplier may propose, that Supplier implement a change to the Services which may require a change to the Project schedule and/or compensation (each, a "Change"), including: (A) a Change to the scope of the Services, including the Deliverables and or their functionality; or (B) a Change in the prioritization or manner in which Supplier is performing the Services.

4.3 If an Adjustment Event occurs or the parties agree on a Change, Supplier shall prepare and provide to Ameren a proposed change order (a "Change Order").

4.4 Within ten (10) days after Supplier submits a proposed Change Order, Ameren shall review the proposed Change Order and either (A) reject the proposed Change Order, (B) approve the proposed Change Order or (C) notify Supplier of any item(s) set forth in the proposed Change Order of which Ameren disapproves, in which case Ameren and Supplier shall use diligent efforts to seek to resolve such item(s) within thirty (30) days. Supplier shall not commence the work described in a proposed Change Order until Ameren has provided Supplier with (A) written authorization signed by the authorized representative of Ameren to commence providing such work under such proposed Change Order; (B) a revised purchase order if the Change Order increases Supplier's compensation; and (C) Ameren and Supplier have mutually agreed upon the content of, and executed, the proposed Change Order, including an adjustment to the schedule and/or the fixed price, as applicable, at which time the proposed Change Order shall constitute a "Change Order" and an amendment to

the applicable Scope of Work and the work set forth therein shall constitute Services. The compensation set forth in the Change Order shall be the total compensation due to Supplier in connection with the Services set forth therein, including, without limitation, changes in the schedule of such Services and the cumulative impact of Changes and Supplier hereby waives any claim to additional compensation in connection with any such Change Order.

4.5 Supplier shall neither request, nor be entitled to receive, payment for any extra or additional Services or incidentals not included in the Scope of Work unless they are authorized in writing by Ameren by execution of a Change Order before such extra or additional Services are performed.

C O P Y C O P Y

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5. Payment Terms

Client and Consultant agree that Consultant shall be entitled to receive the fees, compensation and retainer set forth on the purchase order, which may be modified from time to time as mutually agreed to in writing.

6. Term of Agreement

This Contract is effective upon execution by Supplier and Ameren for a term of one year from the Effective Date ("Term") unless sooner terminated as hereinafter provided, and shall continue in effect for successive one year terms, unless not later than thirty (30) days prior to the end of the then-current term either party shall notify the other that this Contract will expire, in which event this Contract shall expire on the last day of the then-current term (except with respect to any Scope of Work that remains open on such date, as to which this Contract will terminate on completion).

7. Delivery and Acceptance

7.1 Supplier shall furnish to Ameren the Deliverables, meeting notes and other working papers, if any, described in the relevant Scope of Work in accordance with the terms of that Scope of Work in all material respects.

7.2 Supplier shall exercise due professional care and competence and will perform Services in a first class, workmanlike manner.

8. Ownership and Rights

Unless otherwise provided in the relevant Scope of Work, Ameren shall, upon payment of invoices relating thereto, own all Deliverables and all U.S. copyrights in those Deliverables, and all Deliverables shall be considered work made for hire owned by Ameren. If any such Deliverables may not, by operation of law, be considered works made for hire (or if ownership of all right, title and interest of the U.S. copyrights therein shall not otherwise vest exclusively in Ameren), Supplier shall be deemed to have automatically assigned, without further consideration, the ownership of all U.S. copyrights therein to Ameren, its successors and assigns, upon such payment. Ameren, its successors and assigns, shall then have the right to obtain and hold in its or their own name copyrights, registrations, and any other protection available in the foregoing.

To the extent any technology, information or materials developed or acquired by Supplier independently of work under this Contract in existence as of the commencement of the Services are incorporated or embedded in Deliverables, and including all third party works and products which Supplier is free to license, Supplier hereby grants Ameren a royalty-free, irrevocable, worldwide, nonexclusive, perpetual license, to use, disclose, reproduce, sublicense, modify, prepare derivative works from, perform and display Deliverables internally. Notwithstanding any other provision of

this Contract, Supplier retains ownership of all such pre-existing technology, information and materials, and subject to any applicable nondisclosure obligation, retains the right to use, disclose, reproduce, sublicense, modify, prepare derivative works from, perform and display its knowledge, experience and know-how, including processes, ideas and techniques developed or improved by Supplier in the course of performing this Contract.

9. Project Termination

9.1 Ameren shall have the right to terminate this Project at any time without cause upon seven (7) days prior written notice to Supplier. In the event of such termination, Supplier shall immediately suspend the provision of Services and Ameren shall pay Supplier all amounts due Supplier to the date of the suspension plus all actual expenses directly resulting from such suspension. Ameren shall not have any obligation to pay or reimburse Supplier for lost profits and/or unabsorbed overhead. Supplier shall promptly deliver to Ameren all materials and information supplied by Ameren in connection with the terminated Project, together with all Deliverables in process at the effective date of termination, whether complete or partially complete.

9.2 Ameren or Supplier may terminate this Contract for material breach thereof upon ten (10) days prior written notice, if the breach is not cured within the ten-day notice period. Neither party shall be obligated to provide more than one opportunity to cure a material breach during the term of this Contract.

9.3 Either party may terminate this Contract and all Scopes of Work hereunder effective immediately upon giving notification thereof if the other party is adjudged insolvent or bankrupt, or upon the institution of any proceeding against the other party seeking relief, reorganization or arrangement under any laws relating to insolvency, or for the making of any assignment for the benefit of creditors, or upon the appointment of a receiver, liquidator or trustee of any of the other party's property or assets, or upon liquidation, dissolution or winding up of the other party's business.

9.4 Profits and Overhead. In no event shall Ameren be liable to pay or reimburse Supplier for lost profits or, except as specifically provided in this Article 10, any termination expenses or any other consequential and incidental damages of any type.

10. Confidentiality

In the course of performing the Services, either party (the "Disclosing Party") may use and disclose to the other party (the "Receiving Party") software, other products, personnel data, business and technical information, and consulting methodologies of the Disclosing Party ("Proprietary Materials") that may or may not be licensed under separate agreements. The Receiving Party shall safeguard and keep confidential the Proprietary Material, and to use such Proprietary Materials only internally in the course of the Receiving Party's business. The Receiving Party will limit the use of, and access to, the Proprietary Materials to the Receiving Party's employees whose use of, or access to, the Proprietary Materials is necessary for the Receiving Party's internal business use. The Receiving Party will have in effect, and will enforce, rules and policies designed to protect against unauthorized use or reproduction of the Proprietary Materials and other confidential information, including instruction of and written agreements with the Receiving Party's employees and contractors to insure that they use and protect the Proprietary Materials in a manner which protects the Disclosing Party's proprietary rights. The Receiving Party shall not provide access to the Disclosing Party's Proprietary Materials to any third party unless such third party has signed a confidentiality agreement with the Disclosing Party. The Receiving Party shall have no obligation of confidentiality with respect to Proprietary Materials that: (i) were rightfully in possession of or known to the Receiving Party without any obligation of confidentiality prior to receiving them from the Disclosing Party; (ii) are, or subsequently become, legally and publicly available without breach of this Contract; (iii) are rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality; (iv) are developed by or for the Receiving Party without use of the Proprietary Materials and such independent development can be shown by documentary evidence; (v) are transmitted

by a party after receiving written notification from the other party that it does not desire to receive any further Proprietary Materials; or (vi) are disclosed by the Receiving Party pursuant to a valid order issued by a court or government agency, provided that the Receiving Party provides the Disclosing Party (a) prior written notice of such obligation and (b) the opportunity to oppose such disclosure or obtain a protective order.

11. Intellectual Property Indemnity

11.1 Ameren will notify Supplier, in writing, of any claim against Ameren that any Deliverable, or the use thereof, infringes an Enforceable Intellectual Property Right. Upon being notified of any action brought against Ameren based on such a claim, Supplier, at its sole cost, shall indemnify and defend Ameren in the action, perform any negotiations for settlement or compromise of the action, and pay any and all settlements reached and/or costs and damages awarded in the action, together with reasonable attorneys' fees; provided, however, that to the extent that any action is based upon a claim that material furnished to Supplier or inserted into any Deliverable by Ameren, or the use of such material, infringes an Enforceable Intellectual Property Right, Ameren, at its sole cost, shall indemnify and defend Supplier in the action, perform any negotiations for settlement or compromise of the action, and pay any and all settlements reached and/or costs and damages awarded in the action, together with reasonable attorneys' fees.

11.2 If an action for infringement of an Enforceable Intellectual Property Right is brought against Ameren, Supplier shall, with the consent of Ameren, either: (a) obtain for Ameren or Supplier the right to use the infringing material, (b) modify the Deliverables so as to render them non-infringing and functionally equivalent, or (c) provide Ameren with functionally equivalent substitute Deliverables. Any remedy under this paragraph shall be undertaken at Supplier's expense.

12. Warranties

Supplier warrants that, at the time of delivery to Ameren, the Deliverables will not infringe any Enforceable Intellectual Property Right of any third party. Supplier makes no warranty with respect to third party rights in any materials furnished to Supplier by Ameren. In addition, Supplier warrants that all Deliverables shall be new and unused, and shall be free from defects in material and workmanship for a period of three (3) years following acceptance by Ameren. Supplier hereby assigns to Ameren any and all warranties provided to Supplier by any manufacturer or seller of the Deliverables or any components thereof.

13. Independent Contractors

13.1 It is the intention of the Parties that Supplier is and shall perform its Services under this Contract as an independent contractor. Supplier and Ameren shall at all times be independent parties. Neither party is an employee, joint venturer, agent, or partner of the other; neither party is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other. The employees, methods, facilities and equipment of each party shall at all times be under the exclusive direction and control of that party.

13.2 Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of

employer and employee between Ameren and either Supplier or any employee or agent of Supplier. Supplier will be solely responsible at all times for its acts or the acts of its agents, employees, and subcontractors.

13.3 Supplier will remain free to perform services for parties other than Ameren; provided, such services will not conflict or interfere with the performance of Services hereunder, and will not compete with the current or future business of Ameren.

17.

14. Publicity

C O P Y C O P Y

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18.1 Supplier shall not permit visitors on Ameren premises without the prior written consent of Ameren.

18.2 Supplier may not use Ameren's name or photographs taken by the Supplier on or in the vicinity of Ameren's premises in Supplier's advertising without the prior written consent of Ameren.

18.3 Supplier shall not make any verbal or written statement to any press or news media relative to the Work of this Contract, Ameren, or Supplier without obtaining prior written consent from Ameren.

18.4 Supplier will, at all times, conduct its operations in such a manner that its actions and the actions of its personnel will not jeopardize, adversely affect or otherwise injure Ameren or its public relations with the general public and the community in which the Services is to be performed or in any other area. Supplier shall give the job such personal supervision as is deemed necessary by Supplier to insure that all Services are properly prepared and carried out in accordance with Ameren's schedules, without delay and in a good and workmanlike job.

15. Assignment

Supplier may not assign any rights or delegate any obligations created by this Contract without the prior written consent of Ameren. Ameren may not assign any rights or delegate any obligations created by this Contract without the prior written consent of Supplier, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Ameren shall have the right to assign this Contract to an Affiliate. "Affiliate(s)" means any entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, Ameren. Ameren shall have the right to disclose Deliverables to Affiliate(s) and allow the use of the Deliverables by Affiliate(s) under conditions of confidentiality. Ameren shall have the right to assign its rights under the Contract, in whole or in part, to Affiliate(s); provided that the Affiliate(s) to whom such rights are assigned assume the duties of Ameren. Any assignment in violation of this Contract is void. This Contract shall be binding upon the successors, legal representatives and permitted assigns of the parties.

16. Force Majeure

20.1 If the Supplier is delayed, disrupted, hindered or interfered with in the prosecution of the Services by a cause beyond Supplier's reasonable control, including acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, or governmental actions (each, a "Force Majeure Event"), Supplier, upon written request, may be entitled an equitable extension of time to complete the performance of the Services if approved in writing by Ameren, but will not be entitled to any additional compensation by Ameren.

20.2 As soon as reasonably practical, but in any event within seven days after the commencement of the delay, disruption, hindrance or interference, Supplier shall give Ameren written Notice thereof and its anticipated duration and results. Within seven days of the termination of any such delay, Supplier shall give Ameren written Notice of the actual

duration of the delay. Failure to give either Notice shall be sufficient grounds for denial of an extension of time.

20.3 Nothing in this Article shall be construed to release Supplier from the obligation to perform at its own expense all overtime necessary to maintain contract completion dates set forth in the Project schedule where delays, disruptions, hindrances and interferences have occurred which are not caused by Ameren, provided that Supplier shall be entitled to claim equitable extensions of time under Section 20.1 above.

17. Severability

C O P Y C O P Y

If any provision of this Contract is found invalid or unenforceable by a court of law or an arbitration panel, the remainder of this Contract shall continue in full force and effect.

18. Reservation of Rights

A delay or failure in enforcing any right or remedy afforded hereunder or by law shall not prejudice or operate to waive that right or remedy or any other right or remedy, whether of a similar or different character.

19. Entire Agreement

This Contract, together with every Scope of Work executed by the parties, constitutes the entire agreement of the parties, superseding all prior agreements and understandings as to the subject matter herein. No modification or waiver of the provisions of this Contract shall be valid or binding unless contained in a written document that is signed by both parties. Notwithstanding any course of dealings of the parties at any time, no purchase order, invoice or similar document shall be construed to modify any of the terms of this Contract, unless the document (a) is signed by Supplier and Ameren and (b) expressly refers to this Article 23 and to all provisions of this Contract that the parties intend to modify by such document.

20. Negotiated Terms

The provisions of this Contract are the result of negotiations between Ameren and Supplier. Accordingly, this Contract shall not be construed in favor of or against either party by reason of the extent to which the party or any of its professional advisors participated in its preparation.

21. Headings

The headings used in this Contract are intended for convenience only. They are not a part of the written understanding between the parties, and they shall not affect the construction and interpretation of this Contract.

22. Counterparts

This Contract may be executed in two or more counterparts, each of which shall be considered an original hereof but all of which together shall constitute one agreement.

23. Governing Law; Jurisdiction; Waiver of Jury Trial

This Contract shall be governed by Missouri law, and shall be deemed to have been executed and performed in the State of Missouri. EACH OF THE PARTIES HERETO: (I) HEREBY IRREVOCABLY SUBMITS ITSELF TO THE EXCLUSIVE JURISDICTION OF (A) THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS COUNTY, MISSOURI, AND (B) THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI, AS WELL AS TO THE JURISDICTION OF ALL COURTS FROM WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURTS, FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT BY THE OTHER, OR ITS RESPECTIVE SUCCESSORS OR PERMITTED ASSIGNS, WITH RESPECT TO THIS AGREEMENT, AND (II) TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY WAIVES, AND AGREES NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE IN ANY SUCH SUIT, ACTION OR PROCEEDING, A CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF THE ABOVE-NAMED COURTS, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, OR THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER IN SUCH COURTS. EACH PARTY HEREBY EXPRESSLY WAIVES ALL RIGHTS OF ANY OTHER JURISDICTION WHICH THEY MAY NOW OR HEREAFTER HAVE BY REASON OF ITS PRESENT OR SUBSEQUENT RESIDENCE OR DOMICILE.

EACH PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY, TO THE EXTENT PERMITTED BY LAW, OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY THE COURT WITHOUT A JURY AND THAT ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THIS AGREEMENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

24. Notices

Notices hereunder may be given by any means reasonably calculated to timely apprise the other party of the subject matter thereof and no notice shall be deemed deficient if in writing, or promptly confirmed in writing, and personally delivered, by express courier, or mailed first-class, postage prepaid, or sent by electronic mail or facsimile. Notice shall be deemed given on (i) the date of delivery or refusal in the case of personal delivery, (ii) the delivery or refusal date, as specified on the return receipt, in the case of over-night courier, express courier, or registered or certified mail or (iii) when received in the case of an e-mail or facsimile.

TO SUPPLIER:

Strategic International Group
Attn: Emil Jones
Strategic International Group
1700 E. 56th Street, Suite 1202
Chicago, IL. 60637
Phone No. 312-415-1055
Email: ejpres@sbcglobal.net

TO AMEREN:

Ameren Services Company
Attn: Manager, Strategic Sourcing
One Ameren Plaza
1901 Chouteau Avenue
Mail Code 1100
P. O. Box 66149
St. Louis, MO 63166-6149

With a copy (which shall not constitute Notice) to:

Ameren Corporation
Attn: General Counsel
Mail Code 1310
1901 Chouteau Avenue, St. Louis, MO 63103
Fax: (314) 554-4014

Either party may from time to time change the individual(s) to receive notices under this section and its address for notification purposes by giving the other party prior written notice of the new individual(s) and address and the date upon which the change will become effective. In any notice provided hereunder, an acknowledgment, acceptance, amendment or other modification to this Agreement be in writing shall be deemed to also include use of Ameren's Supplier portal system.

25. Permits and Compliance with Laws; Safety

A. Supplier shall obtain at its expense all permits and licenses from governmental authorities and from private parties which are required in connection with the Scope of Work and the performance of the obligations of the Supplier under this Contract.

B. In the performance of the Services and its obligations under the Contract, Supplier shall comply with all applicable laws, ordinances, rules, regulations, restrictions and requirements of all governmental authorities, (collectively, "Laws") in the rendering Services hereunder, including, but not limited to, those relating to environmental protection and health and safety. Without limiting the foregoing, Supplier will not discriminate against any of its employees, other suppliers' employees, subcontractors' employees, or Ameren's employees, and will not discriminate against any applicant for employment because of race, age, color, religion, sex, national origin, or disability, or because of any other factor protected by applicable law. Supplier will not harass, or permit the harassment of, any person on the basis of his race, age, color, religion, sex, national origin, disability, or any other factor protected by applicable law, and will not participate in creating or tolerating a hostile work environment on Ameren's Premises or an environment which could be perceived as hostile. Supplier agrees to comply with all applicable local, state, and federal laws and statutes, Executive Orders and Regulations relating to non-discrimination in employment. Supplier agrees to abide by the following, to the extent applicable to Supplier, its business and this Contract: all federal, state and local prohibitions against discriminating and harassing against any employee for employment because of race, age, color, religion, sex, national origin, disability status, or any other factor protected by applicable law or retaliating against any employee for opposing an unlawful employment practice or because the employee has made a charge, testified, assisted or participated in any manner in an investigation, proceeding or hearing regarding any alleged unlawful employment practice. Supplier further agrees to comply with all applicable Federal Acquisition Regulations (FARs), including FAR Sec. 52.212-3, FAR Sec. 52.212-5, FAR Sec. 52.222.22, FAR Sec. 52.222-25, 52.222-39, and FAR Sec. 52.223-13, which are reproduced, in full text, at Internet Address: <http://www.acquisition.gov/comp/far/index.html> and which are incorporated herein by reference.

C. Supplier certifies that all work provided and performed will be in compliance with the Williams-Stagger Occupational Safety and Health Act of 1970, as amended (OSHA) and all regulations and standards promulgated by the Secretary of Labor hereunder and where Supplier has OSHA Material Safety Data Sheets, Supplier shall forward copies promptly to Ameren's environmental, safety and health departments.

D. When on Ameren properties, Supplier will comply with all safety and health rules and procedures of Ameren, including Ameren's "Rules to Live by".

26. Retention/Disclosure

Notwithstanding any provision to the contrary, if Ameren is required by order of an agency or court of competent jurisdiction to retain any information, program, documentation, manual, or the like for a given time after termination of its use, Ameren shall have the right to do so. Moreover, nothing contained herein shall be construed to prohibit Ameren from disclosures required or requested pursuant to law, regulations, rules, or procedures of any governmental authority, including without limitation any regulatory agency or court of competent jurisdiction.

27. Engagement of Subcontractors and Consultants

27.1 Supplier shall not delegate or subcontract any of its obligations under this Contract or engage consultants, without Ameren's prior written approval. Ameren shall have the right to approve or disapprove the use of proposed subcontractors or consultants not identified in the applicable Scope of Work in its sole discretion. Subcontractors and consultants will be engaged subject to all applicable terms and conditions of this Contract. Approved subcontractors and consultants shall bill Supplier directly for their Services, it being understood that such charges are considered as part of the fee due Supplier pursuant to the applicable Scope of Work. Ameren shall have the sole right to approve the terms of any agreements between Supplier and its consultants or subcontractors providing Services hereunder and shall be provided a fully executed copy of any such agreement.

27.2 Supplier shall remain responsible for obligations, services and functions performed by subcontractors and consultants to the same extent as if such obligations, services and functions were performed by Supplier's employees and for purposes of this Contract such work shall be deemed work performed by Supplier. Supplier shall be Ameren's sole point of contact regarding the Services, including with respect to payment.

27.3 Supplier shall not disclose Ameren Confidential Information to a subcontractor or consultant unless and until such subcontractor or consultant has agreed in writing to protect the confidentiality of such Confidential Information in a manner substantially equivalent to that required of Supplier under this Contract.

28. Ameren Corporate Compliance Policy Disclosure Requirements

Ameren has adopted certain rules and principals contained in its Corporate Compliance Policy which, among other things:

- (1) generally prohibits Ameren directors and employees from seeking or accepting, directly or indirectly, personal gain from anyone soliciting or doing business with Ameren (other than for items of nominal or modest value);
- (2) prohibits directors and employees from knowingly accepting any gifts (even of a modest value) from third parties who are involved in negotiations to do business with Ameren or if the employee is part of a sourcing team;
- (3) requires the disclosure of a director's or employee's (or of a family member of a director or employee) investment in, or other business relationship with, third parties who do business with, or are involved in negotiations to do business with, Ameren, except those investments or other business relationships which are immaterial to both the employee and the third party; and
- (4) requires the disclosure of a familial relationship between an Ameren director, executive employee, or an employee who is part of a sourcing team and an employee or director of a third party who does business with, or is involved in negotiations to do business with, Ameren.

Supplier agrees that it will report any known attempted or actual violations of the prohibitions contained in paragraphs (1) or (2) above, at any time during the negotiation, execution or performance of any agreement or other business arrangement between the Parties, to Ameren's ethics reporting service which can be reached by calling

1-866-294-5492. Supplier further agrees that it will provide Notice to Ameren of any known business or familial relationships described in paragraphs (3) or (4) above, whether currently existing or which develop during the negotiation, execution or performance of any agreement or other business arrangement between the Parties, pursuant to the requirements of Article 29, Notices.

29. Survival

The provisions of this Contract by which their nature are continuing obligations that survive any expiration, cancellation or termination of this Contract.

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1 Exhibit A

SCOPE OF WORK NUMBER
COPY **COPY**
TO SERVICES CONDITIONS OF CONTRACT
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This document and its attachments comprise Scope of Work Number _____ (this "Scope of Work") under the Services Conditions of Contract ("Contract") made as of the _____ day of _____, 20__ by and between Ameren Services Company, a Missouri corporation ("Ameren") and _____, a _____ corporation ("Supplier"). Capitalized terms used but not defined in this Scope of Work shall have the meanings given to them in the Contract.

- 1. Scope of Project 2. Deliverables**

- 3. Responsibilities of Ameren**

- 4. Responsibilities of Supplier**

- 5. Acceptance Criteria**

- 6. Fees and Payment**

This Scope of Work may be executed in separate counterparts, which together shall constitute a single instrument. To show their agreement to these terms, Ameren and Supplier, acting through their Authorized Representatives, have signed and delivered this Scope of Work on the dates specified below.

AMEREN SERVICES COMPANY

SUPPLIER

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

1 Exhibit B

Ameren Supplier Billing Instructions

Purchase Order Requirement

Effective January 1, 2009, Ameren policy requires that all invoices reference a valid Ameren Purchase Order (PO) number. The only permitted exemptions to the PO requirement policy are:

- Payments to civic organizations, government entities, and financial institutions.
- Payments for most utility services, transportation/freight, insurance, legal fees, fuel, and real estate transactions.
- Ameren Visa Card transactions do not require a PO.

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Questions regarding PO requirements must be directed to the Ameren employee who requested the materials or services.

Freight Charges (Non-Parcel)

All prepaid shippers must ship freight collect. Ameren utilizes Logistics Planning Services (LPS) as its agent for transportation and freight payment services for all domestic and international shipments to or from all Ameren locations. Refer to your Ameren issued PO for specific instructions and/or contact your Ameren buyer. Freight invoices must 3rd party bill to:

Ameren
c/o LPS
PO Box 38
Amherst, NY 14226

- **You must reference the Ameren Purchase Order # on the Bill of Lading.**
- Direct all questions regarding shipment routing to <http://www.keyship.net/ameren> or call **1-877-KEY-SHIP (539-7447)**.

Lien Waivers and Retention (Retainage) Requirement

If applicable, the Ameren PO issued for services and/or materials will include the lien waiver requirements in the Terms and Conditions. Failure to include the required documentation with the invoices submitted will result in a delay in payment.

If your Ameren PO requires retention to be withheld from invoice payments, this will be handled automatically by our financial system. To avoid potential short-payment of your invoices, for example duplicate retention withheld, you must clearly identify:

1. The Gross Amount of the invoice for work completed during the current billing period.
2. The Retention Amount.
3. The Net Amount Due.

Retainage Release Request: Do not send invoices for the payment, or release, of the retention amount previously withheld to Ameren's Accounts Payable. Companies can either submit a request for the release using iSupplier Portal (see below) or submit an invoice to their Ameren contact to initiate the retention payment request.

Ameren provides the following invoice submission methods; listed in order of preference.

Invoice Method 1: iSupplier Portal

Ameren provides a web-based tool, iSupplier Portal, for PO delivery and invoice submission. iSupplier Portal allows your company to electronically acknowledge and print POs; to create and submit electronic invoices to Ameren; and to view the status of invoices submitted and processed by Ameren Accounts Payable. To request registration for iSupplier Portal, please contact processperformance@ameren.com with *iSupplier Portal Registration Inquiry* in the subject line.

iSupplier Portal Invoicing Requirements

- You may use iSupplier Portal to submit invoices for Ameren POs which are electronically delivered via

iSupplier Portal.

- If a PO is sent to your company outside iSupplier Portal (via fax, e-mail, or US Postal Service), your firm must submit invoices via e-mail or US Postal Service (refer to other invoicing options below).
- Invoices for items that do not require a PO may not be submitted via iSupplier Portal. Your company should not accept an Ameren order without a PO number.
- Do not submit an invoice for charges that were paid using an Ameren VISA credit card. If your company receives a PO for materials or services paid by credit card, you must acknowledge the PO, but do not submit any documents to Ameren Accounts Payable (i.e., credit card acknowledgement, invoice, etc.).

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The supplier name on the invoice must match the supplier name on the PO. For example, a subcontractor ~~cannot submit an invoice directly to Ameren against a PO~~ issued to you. If it is necessary for your company to have another company fill an Ameren PO, the electronic invoice must be submitted by your company, not the company who filled the order.

- Invoiced quantities may not exceed two decimal places.
- Unit of measurement (UOM) on the electronic invoice must match that which is shown on Ameren's PO.
- Line items, taxes, freight and miscellaneous charges may not exceed two decimal places (no fractional cents).
- Do not bill miscellaneous charges separately. Tax, freight and other miscellaneous charges must be billed on the same invoice as the applicable materials or services, unless agreed to with Ameren in writing in advance. Miscellaneous charges must include a detailed description and supporting receipts must be scanned and attached.
- **Do not mail, fax or e-mail Ameren any invoice that has been or will be sent electronically.**

Invoice Method 2: Contractor Cost Tracking Module (CCTM) The CCTM application provides select service suppliers with the capability to:

- **Maintain electronic rate cards** detailing their negotiated labor and equipment rates. Rate cards may be created manually or compiled into a worksheet by the supplier and uploaded into CCTM. Upon approval, the rate card becomes the basis for all labor and equipment charges submitted to Ameren.
- **Submit time cards electronically** detailing charges for labor, equipment, material and expenses. Time cards detail the actual hours and expenses incurred by the supplier for the work that was done. Time cards. Can be entered online or uploaded via worksheet into CCTM.

In order to enter a time card in CCTM, the supplier must have a valid CCTM PO and an approved rate card. After an Ameren employee approves the hours and expenses entered on the time card, the Accounts Payable system automatically creates an invoice and the supplier is paid on terms. CCTM suppliers can view their invoices using the iSupplier Portal application.

CCTM suppliers should not send invoices directly to Ameren Accounts Payable department, nor should they submit invoices via iSupplier Portal. The Ameren Accounts Payable department will reject any invoices for CCTM POs that are submitted using non-CCTM invoicing methods such as paper, email or iSupplier Portal.

CCTM usage is reserved for Contractors doing significant, on-going business with Ameren. For further information on CCTM, contact the Process Performance group at process_performance@ameren.com with 'CCTM Registration Inquiry' in the subject line.

Invoice Method 3: Email the Invoice as a PDF File Attachment

Ameren accepts e-mail invoice submissions to help minimize paper handling and to process your company's invoices faster. Refer to the content and format instructions for the Paper Invoice Method on page 3, as they also apply to PDF invoices sent by e-mail. Invoices submitted via e-mail will be systematically processed and must adhere to the following guidelines:

- One invoice or credit memo per each Adobe PDF file.

PDF files containing more than one invoice will be deleted. Emails which include non-PDF file attachments will be rejected.

- Multiple PDF files can be attached to a single email.
- Supporting invoice documentation, for example, timesheets or other details, should be included as part of the PDF invoice file.

Separate attachments for the supporting documentation cannot be matched to the invoice in our system and will be deleted.

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- Comments or special instructions, for example the Ameren contact, should be included in the body of the invoice and not in the email. **Ameren Internal Use Only For Ameren Internal Use Only**
- Emailed invoice submission must be the first submission of the invoice. For example, the invoice has not previously been mailed, faxed, or submitted in another electronic format. Repeated instances of multiple invoice submissions will result in your emails being blocked.
- Invoices must only be e-mailed once.
- Use the appropriate e-mail address, based on whether a Purchase Order (PO) is required.
 - Invoices Requiring a PO: Suppliers submitting invoices for goods or services that do not fall into one of the exempted categories listed on page one are required to submit invoices to Ameren with a valid PO number. PO invoices may be emailed to AccountsPayablePOInvoices@Ameren.com.
 - Invoices Not Requiring a PO: Suppliers submitting invoices for goods or services that fall into one of the exempted categories listed on page one may invoice Ameren without a valid Ameren PO number. Non-PO invoices may be emailed to AccountsPayableNPOInvoices@Ameren.com.

Note: These are automated email boxes used by Ameren's electronic invoice management system. General email correspondence, such as past due inquiries, should not be sent to these addresses as it will not be read. General email correspondence and inquiries should be sent to AccountsPayable@Ameren.com.

Non-compliance

Ameren Accounts Payable will return any invoices that do not comply with the Billing Instructions. **All invoices that do not follow these instructions will be returned to your company via US Postal Service regardless of the original invoice submission method.**

Invoice Method 4: Paper Invoice

Follow the instructions below to ensure proper and timely payment of your invoices.

- Before any invoices are processed, Ameren requires that you submit a completed Supplier Set-Up Information form, including your valid taxpayer identification number (TIN). For businesses, this will be your company's employer identification number (EIN). For individuals, this will be your social security number (SSN). If Ameren does not have this information on file, payment will not be processed.
- To expedite invoice processing please submit all invoices on 8 1/2 x 11 white paper.

Each invoice must include the following information:

- Appropriate and complete Ameren legal entity or business name and remittance address
- Invoice number and invoice date
- Payment terms and due date (must agree to Ameren PO)
- Unless otherwise exempted (see page 1), a valid PO number, PO line item number(s), and PO release number
- Description, price, and quantity of materials and/or services provided. Quantities billed cannot exceed the amount ordered per the Ameren PO. Inclusion of the Ameren stock number, if applicable, will help Ameren process your invoice faster. Itemized charges may include:
 - i. labor
 - ii. materials

- iii. taxes
- iv. freight

- The UOM per your invoice should be consistent with Ameren's PO, or provide a mathematical conversion formula on the invoice (i.e., gallons per pound).
- Total amount due
- Ameren contact name
- Freight/Transportation carrier tracking information, as applicable

C O P Y C O P Y

Other Rules

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- Supplies or services must be delivered to the "Ship To" address and acknowledged by the receivers of the goods or services before the invoice will be paid.
- Each invoice must include charges for no more than one PO or PO Release.
- Credits or credit memos applied against a PO must be invoiced separately from PO charges.
- Do not mail paper copies of any invoice that was submitted electronically (i.e. iSupplier Portal, CCTM, or PDF).
- Invoices already paid via credit card should not be mailed to Accounts Payable.
- Accounts Payable Policy is to process invoices only. Documents such as supplier statements, price quotes, or pro forma invoices will not be accepted as a basis for processing payments.
- Do not use a marker to highlight items on an invoice. This causes the highlighted area to be illegible when viewed through Ameren's imaging system.
- Accounts Payable is not responsible for invoices not submitted in the manner prescribed herein.

Submitting Your Invoice to Ameren

To expedite invoice processing, Ameren utilizes a centralized location for processing invoices. Sending invoices to locations other than Accounts Payable will delay payment. Unless you have prior approval from Ameren, invoices should be sent directly to Accounts Payable. The Accounts Payable mailing address is:

Ameren Accounts Payable (Mail Code 230)

P. O. Box 66892

St. Louis, MO 63166-6892

What Happens If You Do Not Comply With These Requirements?

Ameren wants to pay your firm in accordance with agreed upon terms. We greatly appreciate your cooperation in adhering to these requirements as it will help us to process your invoice faster. Any exception to these rules may delay payment of your invoice and will require additional communication and coordination between our companies, causing unnecessary delays in the payment process.

If we are unable to process your invoice for any reason, we will return it to you via US Postal Service regardless of the method you used to submit the invoice, along with a note explaining the reason. You should make all necessary corrections to the invoice and return it to Ameren for processing.

Preferred Method Of Payment

Ameren prefers to pay suppliers electronically via the ACH (Automated Clearing House) payment system. Please complete the Direct Deposit Registration Form and e-mail it to AccountsPayable@Ameren.com or fax it to 314.554.3443. Otherwise, your company's invoice will be paid by check and mailed via US Postal Service. For security reasons, Ameren does not allow a check to be picked up by an individual.

We're Here To Help You

For general Accounts Payable questions, contact the Ameren Accounts Payable Information Center at accountspayable@ameren.com or call the Supplier Hotline at 314.554.4468. For specific purchase order questions,

contact your Ameren buyer or Ameren field representative directly.

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1 Exhibit C

Network Access
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1. **Data Transmission:** In a format mutually acceptable to the Parties, Supplier may electronically transmit any electronic record (hereinafter, "Data") to or receive Data from Ameren.

2. **Third Party Service Providers**

a. **Data** will be transmitted between each Party electronically, either directly or through a third party service provider (hereinafter, "Provider") under contract with either party. Any Provider used by either Party must be interconnected with the Provider of the other Party. Either Party may elect to change Providers, modify services, or discontinue service with their Provider upon thirty (30) days prior written notice to the other Party.

b. **Each Party** shall be responsible only for the costs incurred by its own Provider.

c. Each Party shall be solely liable for the acts or omissions of its own Provider while transmitting, receiving, storing or handling Data.

3. **External Connections:** Access to Ameren internal networks by Supplier from remote locations must in all instances be approved in advance by Ameren. Such remote access may be revoked at any time for cause including unsatisfactory performance and non-compliance with Ameren security policies.

4. **Systems Operation:** Each Party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Data.

5. **Security Procedures:** Each Party shall properly use security that is sufficient to ensure that all transmission of Data is authorized and to protect its business records and Data from improper access. Supplier's performance as to security matters will be under continuous evaluation by Ameren for the duration of this Contract. Supplier's access to the Ameren corporate network will be restricted to only that information required to complete contracted work, and Supplier must adhere to all Ameren security policies in force while connected to any Ameren network. Supplier shall immediately report to Ameren any security breaches, including unauthorized access to or compromise of, Ameren information or resources.

SCOPE OF WORK NUMBER 1

1. Scope of Project From March 1, 2011 to February 29, 2012, Strategic International Group will provide consulting and management services specific to issues facing the Client in the areas of government relations and issues management. It is expressly understood that the Services under this contract shall not include any lobbying activities as defined by local, state and federal laws.

2. Fees and Payment Schedule For consulting services identified, Ameren will compensate SIG (Strategic International Group) \$15,000 per month for the duration of this Agreement.