

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

**Date of report (Date of earliest event reported):
August 20, 2012**

| <u>Commission File Number</u> | <u>Exact Name of Registrant as Specified in Charter; State of Incorporation; Address and Telephone Number</u> | <u>IRS Employer Identification Number</u> |
|-------------------------------|--|---|
| 1-14756 | Ameren Corporation (Missouri Corporation) 1901 Chouteau Avenue St. Louis, Missouri 63103 (314) 621-3222 | 43-1723446 |
| 1-3672 | Ameren Illinois Company (Illinois Corporation) 300 Liberty Street Peoria, Illinois 61602 (309) 677-5271 | 37-0211380 |

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 8.01 Other Events.

On August 20, 2012, Ameren Illinois Company (“Ameren Illinois”), a subsidiary of Ameren Corporation, issued and sold \$400,000,000 principal amount of its 2.70% Senior Secured Notes due 2022 (the “New Notes”), pursuant to a Registration Statement on Form S-3 (File No. 333-182258-01), which became effective on June 21, 2012, and a Prospectus Supplement dated August 13, 2012 to a Prospectus dated June 21, 2012. Ameren Illinois received net offering proceeds of approximately \$397.3 million, before expenses, upon the closing of the transaction. Ameren Illinois intends to use the net offering proceeds, together with other available cash, to provide the total amount of funds required to complete its previously announced tender offer (the “Tender Offer”) to repurchase for cash its outstanding 9.75% Senior Secured Notes due 2018 (the “9.75% Notes”) and 6.25% Senior Secured Notes due 2018 (the “6.25% Notes,” and together with the 9.75% Notes, the “Tender Offer Notes”), including the payment of interest on the Tender Offer Notes purchased thereunder and all related fees and expenses. The maximum aggregate purchase price (including principal and premium) for the Tender Offer Notes will be \$450 million (the “Maximum Tender Amount”). Ameren Illinois also expects to use the net proceeds from the offering of the New Notes to redeem, at par value, all or a portion of \$51.1 million aggregate principal amount of 5.50% debt maturing in 2014.

As of 5:00 p.m., New York City time, on August 10, 2012 (the “Early Tender Date”), approximately \$87 million in aggregate principal amount of the 9.75% Notes and approximately \$193 million in aggregate principal amount of the 6.25% Notes had been validly tendered and not validly withdrawn. As more fully described in the Offer to Purchase (defined below), because the 9.75% Notes have a higher acceptance priority level than the 6.25% Notes, all 9.75% Notes validly tendered and not validly withdrawn in the Tender Offer will be accepted for purchase up to the Maximum Tender Amount before any validly tendered and not validly withdrawn 6.25% Notes are accepted for purchase, up to the Maximum Tender Amount for all the Tender Offer Notes in the aggregate.

Holders who validly tendered (and did not subsequently withdraw) their Tender Offer Notes prior to the Early Tender Date, and whose Tender Offer Notes are accepted for purchase pursuant to the Tender Offer, will receive total consideration equal to \$1,384.06 per \$1,000 principal amount of 9.75% Notes and \$1,218.36 per \$1,000 principal amount of 6.25% Notes, plus any accrued and unpaid interest from the last interest payment date applicable to the relevant series of Tender Offer Notes up to, but not including, the settlement date for such Tender Offer Notes accepted for purchase. Holders of Tender Offer Notes that are validly tendered after the Early Tender Date but at or prior to the Expiration Date (as defined below) will receive \$1,354.06 per \$1,000 principal amount of 9.75% Notes and \$1,188.36 per \$1,000 principal amount of 6.25% Notes, plus any accrued and unpaid interest from the last interest payment date applicable to the relevant series of Tender Offer Notes up to, but not including, the settlement date for such Tender Offer Notes accepted for purchase.

The tender offer is being made upon and is subject to the terms and conditions set forth in the Offer to Purchase, dated July 30, 2012 (the “Offer to Purchase”), and the related Letter of Transmittal.

The tender offer will expire at midnight, New York City time, on Aug. 24, 2012, unless extended or earlier terminated (the “Expiration Date”).

Ameren Illinois is filing this Current Report on Form 8-K to report as exhibits certain documents in connection with the offering of the New Notes.

ITEM 9.01 Financial Statements and Exhibits.**(d) Exhibits**

| <u>Exhibit Number</u> | <u>Title</u> |
|-----------------------|---|
| 1.1 | Underwriting Agreement, dated August 13, 2012, between Ameren Illinois and the several underwriters named therein, and for whom Deutsche Bank Securities Inc., J.P. Morgan Securities LLC and UBS Securities LLC are acting as representatives. |
| *4.1 | Indenture, dated as of June 1, 2006, between Ameren Illinois and The Bank of New York Mellon Trust Company, N.A., as trustee, relating to the Notes (Current Report on Form 8-K filed on June 19, 2006, Exhibit 4.3, File No. 1-2732). |

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- 4.2 Company Order establishing the Notes.
 - 4.3 Global Note.
 - *4.4 General Mortgage Indenture and Deed of Trust, dated as of November 1, 1992, from Ameren Illinois to The Bank of New York Mellon Trust Company, N.A., as successor trustee to Harris Trust and Savings Bank (Annual Report on Form 10-K for the year ended December 31, 1992, Exhibit 4(cc), File No. 1-3004).
 - 4.5 Supplemental Indenture, dated as of August 1, 2012, by and between Ameren Illinois and The Bank of New York Mellon Trust Company, N.A., as successor trustee to Harris Trust and Savings Bank, relating to the First Mortgage Bonds, Senior Notes Series EE securing the Notes.
 - 5.1 Opinion of Craig W. Stensland, Esq., Associate General Counsel of Ameren Services Company, regarding the legality of the Notes (including consent).
 - 5.2 Opinion of Morgan, Lewis & Bockius LLP regarding the legality of the Notes (including consent).
 - * Incorporated by reference as indicated.

This combined Form 8-K is being filed separately by Ameren Corporation and Ameren Illinois Company (each a “registrant”). Information contained herein relating to any individual registrant has been filed by such registrant on its own behalf. No registrant makes any representation as to information relating to any other registrant.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, each registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized. The signature for each undersigned company shall be deemed to relate only to matters having reference to such company or its subsidiaries.

AMEREN CORPORATION

(Registrant)

By: /s/ Jerre E. Birdsong

Name: Jerre E. Birdsong

Title: Vice President and Treasurer

AMEREN ILLINOIS COMPANY

(Registrant)

By: /s/ Jerre E. Birdsong

Name: Jerre E. Birdsong

Title: Vice President and Treasurer

Date: August 20, 2012

Exhibit Index

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Ameren Illinois Company
Senior Secured Debt Securities
Underwriting Agreement

August 13, 2012

Deutsche Bank Securities Inc.
J.P. Morgan Securities LLC
UBS Securities LLC

As Representatives of the
several Underwriters named in Schedule I
to the applicable Pricing Agreement

c/o Deutsche Bank Securities Inc.
60 Wall Street
New York, New York 10005

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

UBS Securities LLC
677 Washington Blvd.
Stamford, Connecticut 06901

Ladies and Gentlemen:

From time to time, Ameren Illinois Company, an Illinois corporation (the "Company"), proposes to enter into one or more Pricing Agreements (each, a "Pricing Agreement") in the form of Annex I hereto, with such additions and deletions as the parties thereto may determine, and, subject to the terms and conditions stated herein and therein, to issue and sell to the firms named in Schedule I to the applicable Pricing Agreement (such firms constituting the "Underwriters" with respect to such Pricing Agreement and the securities specified therein) certain of its senior secured debt securities (the "Securities") specified in Schedule II to such Pricing Agreement (with respect to such Pricing Agreement, the "Designated Securities"). The Designated Securities will be secured by a series of the Company's First Mortgage Bonds, specified in Schedule II to the applicable Pricing Agreement (with respect to such Pricing Agreement, the "First Mortgage Bonds"), in the same aggregate principal amount and having the same stated interest rate and maturity date as the Designated Securities to which they relate.

The terms and rights of any particular issuance of Designated Securities shall be as specified in the Pricing Agreement relating thereto and in or pursuant to the Indenture dated as of June 1, 2006 (as it has been or as it may be supplemented or amended, including the terms of the Designated Securities to be set forth in an order of the Company thereunder, the "Indenture")

between the Company, as successor to Illinois Power Company (“IP”), and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the “Trustee”). The First Mortgage Bonds will be issued under and pursuant to the Company’s General Mortgage Indenture and Deed of Trust, dated as of November 1, 1992, executed by the Company, as successor to IP, to The Bank of New York Mellon Trust Company, N.A. (formerly BNY Midwest Trust Company, as successor trustee to Harris Trust and Savings Bank) (the “Mortgage Trustee” and, together with the Trustee, the “Trustees”), as heretofore amended and supplemented by various supplemental indentures, and as to be further amended and supplemented by a supplemental indenture relating to the particular series of First Mortgage Bonds specified in Schedule II to the applicable Pricing Agreement (with respect to such Pricing Agreement, the “Supplemental Indenture”). The term “Mortgage,” as used herein, shall be deemed to refer to such General Mortgage Indenture and Deed of Trust as so amended and supplemented.

1. Particular sales of Designated Securities may be made from time to time to the Underwriters of such Securities, for whom the firms designated as representatives of the Underwriters of such Securities in this Underwriting Agreement or the Pricing Agreement relating thereto will act as representatives (the “Representatives”). The term “Representatives” also refers to a single firm acting as sole representative of the Underwriters or to an Underwriter or Underwriters who act without any firm being designated as its or their representatives. This Underwriting Agreement shall not be construed as an obligation of the Company to sell any of the Securities or as an obligation of any of the Underwriters to purchase the Securities. The obligation of the Company to issue and sell any of the Securities and the obligation of any of the Underwriters to purchase any of the Securities shall be evidenced by the Pricing Agreement with respect to the Designated Securities specified therein. Each Pricing Agreement shall specify the title and aggregate principal amount of such Designated Securities, the price to the public of such Designated Securities, the purchase price to the Underwriters of such Designated Securities, the title and aggregate principal amount of First Mortgage Bonds securing such Designated Securities, the Supplemental Indenture relating to such First Mortgage Bonds, the Time of Sale and the Time of Sale Information (each as defined herein) with respect to such Designated Securities, the names of the Underwriters of such Designated Securities, the names of the Representatives of such Underwriters, if any, and the principal amount of such Designated Securities to be purchased by each Underwriter and shall set forth the date, time and manner of delivery of such Designated Securities and payment therefor. The obligations of the Underwriters under this Underwriting Agreement and each Pricing Agreement shall be several and not joint.

2. As of the date hereof, as of the Time of Sale (as defined herein) and as of the Time of Delivery (as defined herein), the Company represents and warrants to, and agrees with, each of the Underwriters that:

(a) The Company meets the requirements for the use of an “automatic shelf registration statement”, as defined under Rule 405 under the Securities Act of 1933, as amended (the “Act”), and such registration statement on Form S-3 (File No. 333-182258-01) in respect of the Securities has been filed with the Securities and Exchange Commission (the “Commission”) not earlier than three years prior to the date hereof; such registration statement, and any post-effective amendment thereto, became effective on filing with the Commission; no stop order suspending the effectiveness of such registration statement, any post-effective amendment

thereto or any part thereof has been issued and no proceeding for that purpose or pursuant to Section 8A of the Act against the Company or relating to the offering of the Designated Securities has been initiated or threatened by the Commission, and no notice of objection of the Commission to the use of such registration statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act has been received by the Company; any prospectus related to the Company included in such registration statement at the time it became effective that omits Rule 430 Information (as defined herein) or any preliminary prospectus supplement (together with the accompanying prospectus) used in connection with the offering and sale of the Designated Securities that is deemed to be part of and included in such registration statement pursuant to Rule 430B(e) under the Act, is hereinafter called a "Preliminary Prospectus"; the various parts of such registration statement and any post-effective amendment thereto, including all exhibits thereto and the documents incorporated by reference in the prospectus contained in such registration statement at the time such part of such registration statement became effective but excluding any Form T-1, each as amended at the time such part of such registration statement became effective, and including any information omitted from such registration statement at the time such part of such registration statement became effective but that is deemed to be part of such registration statement pursuant to Rule 430A, Rule 430B or Rule 430C under the Act at the time set forth therein ("Rule 430 Information") are hereinafter collectively called the "Registration Statement"; the prospectus and prospectus supplement in the form first used (or made available upon request of purchasers pursuant to Rule 173 under the Act) in connection with confirmation of sales of the Designated Securities and filed by the Company with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 5(a) hereof is hereinafter called the "Prospectus"; any reference herein to the Registration Statement, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to the applicable form under the Act, as of the effective date of the Registration Statement applicable to the Company and for the Designated Securities pursuant to Rule 430B(f)(2) under the Act, the date of such Preliminary Prospectus or the date of the Prospectus, as the case may be; any reference to any amendment or supplement to the Registration Statement, any Preliminary Prospectus or the Prospectus shall be deemed to include any documents filed after the effective date of the Registration Statement, the date of such Preliminary Prospectus or the date of the Prospectus, as the case may be, under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations of the Commission thereunder, and incorporated by reference in the Registration Statement, such Preliminary Prospectus or the Prospectus, as the case may be; and at the time set forth in the Pricing Agreement relating to the applicable Designated Securities (the "Time of Sale"), the Company had prepared the Time of Sale Information (as defined in the Pricing Agreement relating to the applicable Designated Securities) excluding the information provided by the Underwriters specified in Section 9(b) hereof.

(b) The documents incorporated by reference in the Registration Statement, the Prospectus or the Time of Sale Information, when they became effective or were filed with the Commission, as the case may be, conformed in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder, and none of such documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and any further documents so filed and incorporated by reference in the Registration Statement, the

Prospectus or the Time of Sale Information or any further amendment or supplement thereto, when such documents become effective or are filed with the Commission, as the case may be, will conform in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(c) The Registration Statement, the Preliminary Prospectus and the Prospectus conform, and any further amendments or supplements to the Registration Statement, the Preliminary Prospectus or the Prospectus will conform, in all material respects to the requirements of the Act and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and the rules and regulations of the Commission thereunder. The Registration Statement and any amendment thereto do not and will not, as of the latest date as of which any part of the Registration Statement relating to the Designated Securities became, or is deemed to have become, effective under the Act in accordance with the rules and regulations of the Commission thereunder, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and the Preliminary Prospectus and the Prospectus and any amendment or supplement thereto, as of their respective dates, and, as to the Prospectus, as of the Time of Delivery, do not and will not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, in each case, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter of Designated Securities through the Representatives expressly for use in the Registration Statement, the Preliminary Prospectus or the Prospectus, which information is specified in Section 9(b) hereof.

(d) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Illinois, with corporate power and authority to own or lease its properties and conduct its business as described in the Time of Sale Information and the Prospectus and to execute, deliver and perform the Company's obligations under, or as contemplated by, this Underwriting Agreement and to do all and any of the acts necessary in connection with or arising from the transactions contemplated hereby; the Company is duly qualified to do business as a foreign corporation in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except to the extent that the failure to be so qualified or to be in good standing would not reasonably be expected to have a Material Adverse Effect (as defined herein); and the Company has no subsidiaries.

(e) The financial statements of the Company incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus fairly present the financial condition of the Company as of the dates indicated and the results of the Company's operations and cash flows for the periods therein specified and have been prepared in conformity with United States generally accepted accounting principles applied on a consistent basis throughout the periods involved, except as otherwise indicated therein; and the interactive data in eXtensible Business Reporting Language filed as exhibits to the periodic reports incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(f) The Company has not sustained since the date of the latest audited financial statements included or incorporated by reference in the Time of Sale Information and the Prospectus any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Time of Sale Information and the Prospectus; and, since the respective dates as of which information is given in the Time of Sale Information, (i) the Company has not incurred any liabilities or obligations, direct or contingent, or entered into any transactions, not in the ordinary course of business, that are material to the Company, and (ii) there has not been any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position, stockholders' equity or results of operations of the Company, in each case, otherwise than as set forth or contemplated in the Time of Sale Information.

(g) The Company has an authorized capitalization as disclosed in the Time of Sale Information and the Prospectus, and all of the issued shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable.

(h) The Designated Securities have been duly authorized by the Company for issuance and sale to the Underwriters, and, when such Designated Securities are executed and authenticated in accordance with the provisions of the Indenture and issued and delivered by the Company pursuant to this Underwriting Agreement and such Pricing Agreement against payment of the consideration set forth in such Pricing Agreement, such Designated Securities will constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms and the terms of the Indenture, except as may be limited by the Exceptions (as defined below), and entitled to the security afforded by the Indenture; the Indenture has been duly authorized by the Company and duly qualified under the Trust Indenture Act and, at the Time of Delivery, the Indenture will be duly executed and delivered by the Company and will be a valid and legally binding agreement of the Company, enforceable against the Company in accordance with its terms, except as may be limited by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, (ii) general equitable principles (whether considered in a proceeding in equity or at law) and (iii) concepts of materiality, reasonableness, good faith and fair dealing and the discretion of the court before which any matter is brought (collectively, the "Exceptions"); and the Indenture conforms, and the Designated Securities will conform, in all material respects, to the descriptions thereof contained in the Time of Sale Information and the Prospectus.

(i) The First Mortgage Bonds have been duly authorized by the Company, and, when the First Mortgage Bonds are executed and authenticated in accordance with the provisions of the Mortgage and issued and delivered by the Company pursuant to the Mortgage and the Indenture, and as contemplated by the Underwriting Agreement and the Pricing Agreement, such First Mortgage Bonds will have been duly executed, authenticated, issued and

delivered, will constitute valid and legally binding obligations of the Company enforceable against the Company in accordance with their terms and the terms of the Mortgage, except as may be limited by the Exceptions, and entitled to the security afforded by the Mortgage, and will be owned and held by the Trustee, in trust, for the benefit of the holders of the related Designated Securities; the Mortgage has been duly authorized by the Company and duly qualified under the Trust Indenture Act and, at the Time of Delivery for the related Designated Securities, the Mortgage (as supplemented and amended by the Supplemental Indenture relating to the First Mortgage Bonds) will be duly executed and delivered by the Company and will be a valid and legally binding agreement of the Company, enforceable against the Company in accordance with its terms, subject to the laws of the State of Illinois affecting the remedies for the enforcement of the security provided for therein and except as may be limited by the Exceptions; and the Mortgage conforms, and the First Mortgage Bonds will conform, in all material respects, to the descriptions thereof contained in the Time of Sale Information and the Prospectus.

(j) Substantially all of the permanent, fixed properties of the Company are owned in fee simple or are held under valid leases, in each case subject only to the liens of current mortgages (including the lien of the Mortgage) and “Permitted Liens” (as defined in such current mortgages); and such minor imperfections of title and encumbrances, if any, which are not substantial in amount, do not materially detract from the value or marketability of the properties subject thereto and do not materially impair the title of the Company to its properties or its right to use its properties in connection with its business as presently conducted.

(k) This Underwriting Agreement has been, and the Pricing Agreement applicable to the Designated Securities, at the date thereof, will be, duly authorized, executed and delivered by the Company.

(l) PricewaterhouseCoopers LLP, who has audited certain financial statements of the Company incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus, is an independent registered public accounting firm with respect to the Company as required by the Act and the rules and regulations of the Commission thereunder and the Public Company Accounting Oversight Board (United States).

(m) The issue of the First Mortgage Bonds and the issue and sale of the Designated Securities and the compliance by the Company with all of the provisions of the Designated Securities, the Indenture, the First Mortgage Bonds, the Mortgage, this Underwriting Agreement and the Pricing Agreement with respect to the Designated Securities applicable to the Company, and the consummation of the transactions herein and therein contemplated, will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company is a party or by which the Company is bound or to which any of the property or assets of the Company is subject, (ii) result in any violation of the provisions of the articles of incorporation or by-laws of the Company or (iii) result in any violation of any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its properties, except, in the case of clauses (i) and (iii) above, for any such conflict, breach, violation, default, lien, charge or encumbrance that would not, individually or in the aggregate, have a Material Adverse Effect.

(n) The Illinois Commerce Commission (the “ICC”) has issued its final order (the “ICC Order”) authorizing the issuance and sale of the Designated Securities by the Company and the issuance of the First Mortgage Bonds by the Company to secure such Designated Securities in accordance with the terms of the Indenture; the ICC Order is in full force and effect and is sufficient to authorize the transactions contemplated by this Underwriting Agreement and the Pricing Agreement applicable to such Designated Securities to the extent authorization is required; to the extent such Designated Securities and the First Mortgage Bonds are valid and binding obligations of the Company as of the Time of Delivery, such Designated Securities and the First Mortgage Bonds issued pursuant to the ICC Order shall continue to be valid and binding in accordance with their respective terms and the terms and limitations specified in the ICC Order notwithstanding the ICC Order being later vacated, modified or otherwise held to be invalid by the ICC or a reviewing court subsequent to the issuance of such Designated Securities and the First Mortgage Bonds; and no other consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body is required for the issue and sale of such Designated Securities and the issue of the First Mortgage Bonds by the Company, or the consummation by the Company of the transactions contemplated by this Underwriting Agreement or such Pricing Agreement or the Indenture or the Mortgage, except such as have been, or will have been prior to the Time of Delivery, obtained under the Act and the Trust Indenture Act and such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or blue sky laws of any jurisdiction, as well as any non-U.S. jurisdictions, in connection with the purchase and distribution of such Designated Securities by the Underwriters.

(o) The statements set forth in the Preliminary Prospectus dated August 13, 2012 (together with the information set forth in the Time of Sale Information) and the Prospectus under the captions “Description of Senior Secured Notes,” “Description of Senior Secured Debt Securities” and “Description of First Mortgage Bonds and Mortgage Indenture”, insofar as they purport to constitute summaries of the terms of the Designated Securities, the Indenture, the Mortgage and the First Mortgage Bonds, and under the captions “Plan of Distribution” and “Underwriting” (except with respect to the information set forth under the captions “Underwriting—European Union” and “Underwriting—United Kingdom”) insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate, complete and fair.

(p) The Company is not (i) in violation of its Restated Articles of Incorporation or By-laws, (ii) to the best knowledge of the Company, after due inquiry, other than as disclosed in the Time of Sale Information and the Prospectus, in violation of any law, ordinance, administrative or governmental rule or regulation applicable to the Company, the violation of which would reasonably be expected to have a material adverse effect on the general affairs, management, financial position, stockholders’ equity or results of operations of the Company (a “Material Adverse Effect”), or of any decree of any court or governmental agency or body having jurisdiction over the Company, or (iii) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which the Company is a party or by which the Company or any of the Company’s properties may be bound, which default would reasonably be expected to have a Material Adverse Effect.

(q) Other than as disclosed in the Time of Sale Information and the Prospectus, there are no legal or governmental proceedings pending to which the Company is a party or of which any property of the Company is the subject which, if determined adversely to the Company, would individually or in the aggregate reasonably be expected to have a Material Adverse Effect; and, to the Company's knowledge, no such proceedings are threatened by governmental authorities or others.

(r) The Company is not, and, after giving effect to the offering and sale of the Designated Securities and the application of the proceeds thereof, will not be an "investment company," or an entity "controlled" by an investment company, as such terms are defined in the Investment Company Act of 1940, as amended (the "Investment Company Act").

(s) Except as disclosed in the Time of Sale Information and the Prospectus, and except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Company (i) is in compliance with any and all applicable federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws"), (ii) has received all permits, licenses or other approvals required of the Company under applicable Environmental Laws to conduct the Company's business and (iii) is in compliance with all terms and conditions of any such permit, license or approval.

(t) The Time of Sale Information, at the Time of Sale did not, and at the Time of Delivery will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation and warranty with respect to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter of Designated Securities through the Representatives expressly for use in such Time of Sale Information, which information is specified in Section 9(b) hereof; and no statement of material fact that will be included in the Prospectus has been omitted from the Time of Sale Information and no statement of material fact included in the Time of Sale Information that is required to be included in the Prospectus will be omitted therefrom.

(u) Other than the Registration Statement, any Preliminary Prospectus and the Prospectus, the Company (including its agents and representatives, other than the Underwriters in their capacity as such) has not made, used, prepared, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any "written communication" (as defined in Rule 405 under the Act) that constitutes an offer to sell or solicitation of an offer to buy the Designated Securities (each such communication by the Company or its agents and representatives (other than a communication referred to in clause (i) below), an "Issuer Free Writing Prospectus") other than (i) any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the Act or Rule 134 under the Act or (ii) the documents listed on Annex III hereto and other written communications approved in writing in advance by the Representatives; each such Issuer Free Writing Prospectus complied in all material respects with the Act, has been filed in accordance with the Act (to the extent required thereby) and, when taken together with any Preliminary Prospectus filed prior to the first use of such Issuer Free Writing Prospectus, did not, and at the Time of Delivery will not, contain any untrue statement of a material fact or omit

to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation and warranty with respect to any statements or omissions made in each such Issuer Free Writing Prospectus in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter of Designated Securities through the Representatives expressly for use in any Issuer Free Writing Prospectus, which information is specified in Section 9(b) hereof; and each Issuer Free Writing Prospectus listed on Part B of Annex III hereto does not conflict with the information contained in the Registration Statement, the Time of Sale Information or the Prospectus.

(v) (A) (i) At the time of the initial filing of the Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus), and (iii) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c) under the Act) made any offer relating to the Designated Securities in reliance on the exemption of Rule 163 under the Act, the Company was a “well-known seasoned issuer” within the meaning of subparagraph (1)(ii) of the definition of “well-known seasoned issuer” in Rule 405 under the Act; and (B) at the earliest time after the filing of the Registration Statement that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Act) of the Designated Securities, the Company was not an “ineligible issuer” as defined in Rule 405 under the Act.

(w) The Company maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) that complies with the requirements of the Exchange Act and has been designed by the Company’s principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance that (i) transactions are executed in accordance with management’s general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management’s general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and, except as disclosed in the Time of Sale Information and the Prospectus, the Company’s internal control over financial reporting as of June 30, 2012 was effective and the Company is not aware of any material weaknesses in the Company’s internal control over financial reporting since that date.

(x) Except as disclosed in the Time of Sale Information and the Prospectus, since the date of the latest audited financial statements included or incorporated by reference in the Time of Sale Information and the Prospectus, to the knowledge of the Controller of Ameren Corporation, there has been no change in the Company’s internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting.

(y) The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act) that comply with the requirements of the Exchange Act; such disclosure controls and procedures have been designed to ensure that material information relating to the Company is made known to the Company's principal executive officer and principal financial officer by others within those entities; such disclosure controls and procedures as of June 30, 2012 were effective; and, since the date of the latest audited financial statements included or incorporated by reference in the Time of Sale Information and the Prospectus, to the knowledge of the Controller of Ameren Corporation, there has been no change in the Company's disclosure controls and procedures that has materially affected, or is reasonably likely to materially affect, the Company's disclosure controls and procedures.

3. Upon the execution of the Pricing Agreement applicable to any Designated Securities and authorization by the Representatives of the release of such Designated Securities, the several Underwriters propose to offer such Designated Securities for sale upon the terms and conditions set forth in the Time of Sale Information and the Prospectus.

4. Designated Securities to be purchased by each Underwriter pursuant to the Pricing Agreement relating thereto, in the form specified in such Pricing Agreement, and in such authorized denominations and registered in such names as the Representatives may request, shall be delivered by or on behalf of the Company to the Representatives for the account of such Underwriter, against payment by such Underwriter or on its behalf of the purchase price therefor by wire transfer of Federal (same-day) funds to the account specified by the Company to the Representatives at least forty-eight hours in advance or at such other place and time and date as the Representatives and the Company may agree upon in writing, such time and date being herein called the "Time of Delivery" for such Designated Securities.

5. The Company agrees with each of the Underwriters of any Designated Securities:

(a) To prepare the Prospectus in a form approved by the Representatives and to file such Prospectus pursuant to Rule 424(b) and Rule 430A, Rule 430B or Rule 430C under the Act not later than the Commission's close of business on the second business day following the execution and delivery of the Pricing Agreement relating to the applicable Designated Securities or, if applicable, such earlier time as may be required by Rule 424(b) under the Act; to prepare a final term sheet in substantially the form attached as Schedule III to the applicable Pricing Agreement relating to such Designated Securities, and approved by the Representatives, and to file such final term sheet pursuant to Rule 433(d) under the Act within the time required by such Rule; to file promptly all other material required to be filed by the Company with the Commission pursuant to Rule 433(d) under the Act; to make no further amendment or any supplement (except for such final term sheet) to the Registration Statement or the Prospectus after the date of the Pricing Agreement relating to such Designated Securities and prior to the Time of Delivery for such Designated Securities which shall be disapproved by the Representatives for such Designated Securities promptly after reasonable notice thereof; to advise the Representatives promptly of any such amendment or supplement or any amendment or supplement to any Issuer Free Writing Prospectus after such Time of Delivery and furnish the Representatives with copies thereof; before preparing, using, authorizing, approving, referring to or filing any Issuer Free Writing Prospectus, to furnish to the Representatives and counsel for the Underwriters a copy of the proposed Issuer Free Writing Prospectus for review and not to prepare, use, authorize, approve, refer to or file any such Issuer Free Writing Prospectus

disapproved by the Representatives; to promptly notify the Representatives of any notice given to the Company by any “nationally recognized statistical rating organization” within the meaning of Section 3(a)(62) of the Exchange Act (a “Rating Agency”) of any intended decrease in any rating of any securities of the Company or of any intended change in any such rating that does not indicate the direction of the possible change of any such rating, in each case by any such Rating Agency; to file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required in connection with the offering or sale of the Designated Securities, and during such same period to advise the Representatives, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any supplement to the Prospectus or any amended Prospectus has been filed with the Commission, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any prospectus relating to the Designated Securities, of any notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act, of the suspension of the qualification of such Designated Securities for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose or pursuant to Section 8A of the Act against the Company or relating to the offering of the Designated Securities, or of any request by the Commission for the amending or supplementing of the Registration Statement or Prospectus or for additional information; and, in the event of the issuance of any such stop order or of any such order preventing or suspending the use of any prospectus relating to the Designated Securities or suspending any such qualification, to promptly use its best efforts to obtain the withdrawal of such order.

(b) If required by Rule 430B(h) under the Act, to prepare a form of prospectus in a form approved by the Representatives and to file such form of prospectus pursuant to Rule 424(b) under the Act not later than may be required by Rule 424 under the Act; and to make no further amendment or supplement to such form of prospectus which shall be disapproved by the Representatives promptly after reasonable notice thereof.

(c) Promptly from time to time to take such action as the Representatives may reasonably request to qualify the Designated Securities for offering and sale under the securities laws of such jurisdictions as the Representatives may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of such Designated Securities, provided that in connection therewith the Company shall not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction;

(d) To promptly furnish the Underwriters with electronic copies of the Prospectus and each Issuer Free Writing Prospectus prepared by the Company (to the extent not previously delivered), as amended or supplemented, and, if the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required at any time in connection with the offering or sale of the Designated Securities and if at such time any event shall have occurred as a result of which the Prospectus, the Time of Sale Information or any Issuer Free Writing Prospectus as then amended or supplemented would include an untrue

statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act), such Time of Sale Information or such Issuer Free Writing Prospectus as then amended or supplemented is delivered, not misleading, or, if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus or to file under the Exchange Act any document incorporated by reference in the Prospectus in order to comply with the Act, the Exchange Act or the Trust Indenture Act, to notify the Representatives and upon their request to file such document and to prepare and furnish without charge to each Underwriter and to any dealer in securities as many written and electronic copies as the Representatives may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance, or, if at any time prior to the Time of Delivery (i) any event shall occur or condition shall exist as a result of which the Time of Sale Information as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances, not misleading or (ii) it is necessary to amend or supplement the Time of Sale Information to comply with law, the Company will immediately notify the Underwriters thereof and forthwith prepare and, subject to Section 5(a) above, file with the Commission (to the extent required) and furnish to the Underwriters and to such dealers as the Representatives may designate, such amendments or supplements to the Time of Sale Information as may be necessary so that the statements in the Time of Sale Information as so amended or supplemented will not, in the light of the circumstances, be misleading or so that the Time of Sale Information will comply with law; and in case any Underwriter is required to deliver a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) in connection with sales of any Designated Securities at any time nine months or more after the time of issue of the Prospectus, upon the Representatives' request, to prepare and deliver to such Underwriter as many written and electronic copies as the Representatives may request of any amended or supplemented Prospectus complying with Section 10(a)(3) of the Act.

(e) In accordance with Rule 158 under the Act, to make generally available to its securityholders and to holders of any Designated Securities, as soon as practicable, but in any event not later than eighteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earning statement of the Company (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158 under the Act).

(f) During the period beginning from the date of the Pricing Agreement for any Designated Securities and continuing to and including the Time of Delivery for such Designated Securities, not to offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of any debt securities of the Company which mature more than one year after such Time of Delivery and which are substantially similar to such Designated Securities, without the prior written consent of the Representatives.

(g) Upon request of any Underwriter, to furnish, or cause to be furnished, to such Underwriter an electronic version of the Company's trademarks, servicemarks and corporate logo for use on the website, if any, operated by such Underwriter for the purpose of facilitating the on-line offering of the Designated Securities (the "License"); provided, however, that the License shall be used solely for the purpose described above, is granted without any fee and may not be assigned or transferred.

(h) The Company will apply the net proceeds from the sale of any Designated Securities for the purposes set forth in the Registration Statement, the Time of Sale Information and the Prospectus.

(i) The Company will, pursuant to reasonable procedures developed in good faith, retain copies of each Issuer Free Writing Prospectus that is not filed with the Commission in accordance with Rule 433 under the Act.

(j) If immediately prior to the third anniversary (the "Renewal Deadline") of the initial effective date of the Registration Statement, any of the Designated Securities remain unsold by the Underwriters, the Company will, prior to the Renewal Deadline, file, if it has not already done so and is eligible to do so, a new automatic shelf registration statement relating to the Designated Securities, in a form satisfactory to the Representatives. If the Company is no longer eligible to file an automatic shelf registration statement, the Company will, prior to the Renewal Deadline, if it has not already done so, file a new shelf registration statement relating to the Designated Securities, in a form satisfactory to the Representatives, and will use its best efforts to cause such registration statement to be declared effective within 60 days after the Renewal Deadline. The Company will take all other action necessary or appropriate to permit the public offering and sale of the Designated Securities to continue as contemplated in the expired registration statement relating to the Designated Securities. References herein to the Registration Statement shall include such new automatic shelf registration statement or such new shelf registration statement, as the case may be.

(k) If at any time when Designated Securities remain unsold by the Underwriters the Company receives from the Commission a notice pursuant to Rule 401(g)(2) under the Act or otherwise ceases to be eligible to use the automatic shelf registration statement form, the Company will (i) promptly notify the Representatives, (ii) promptly file a new registration statement or post-effective amendment on the proper form relating to the Designated Securities, in a form satisfactory to the Representatives, (iii) use its best efforts to cause such registration statement or post-effective amendment to be declared effective and (iv) promptly notify the Representatives of such effectiveness. The Company will take all other action necessary or appropriate to permit the public offering and sale of the Designated Securities to continue as contemplated in the registration statement that was the subject of the Rule 401(g)(2) notice or for which the Company has otherwise become ineligible. References herein to the Registration Statement shall include such new registration statement or post-effective amendment, as the case may be.

6. Whether or not any sale of the Designated Securities is consummated, the Company covenants and agrees with the several Underwriters that the Company will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the registration of the Securities under the Act and all other expenses in connection with the preparation, printing, reproduction and filing of the Registration Statement, any Preliminary Prospectus, any Issuer Free Writing Prospectus, any Time of Sale Information and the Prospectus and amendments and supplements thereto, and the

mailing and delivering of copies thereof to the Underwriters and any dealers; (ii) the applicable Commission filing fees relating to the Designated Securities within the time required by Rule 456(b)(1) under the Act without regard to the proviso thereof; (iii) the cost of printing or producing any Agreement among Underwriters, this Underwriting Agreement, any Pricing Agreement, the Indenture, the Mortgage, any blue sky surveys, closing documents (including any compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Securities; (iv) all expenses (not to exceed \$5,000) in connection with the qualification of the Securities for offering and sale under state securities laws as provided in Section 5(c) hereof, including the fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with any blue sky surveys; (v) any fees charged by securities rating services for rating the Securities; (vi) any filing fees incident to, and the fees and disbursements of counsel for the Underwriters in connection with, any required review by the Financial Industry Regulatory Authority of the terms of the sale of the Securities; (vii) the cost of preparing certificates for the Securities and the First Mortgage Bonds; (viii) the fees and expenses of the Trustees and any agent of the Trustees and the fees and disbursements of counsel for the Trustees in connection with the Indenture, the Securities, the Mortgage and the First Mortgage Bonds; and (ix) all other costs and expenses incurred by the Company incident to the performance of the Company's obligations hereunder that are not otherwise specifically provided for in this Section 6. It is understood, however, that, except as provided in this Section 6, and Sections 9 and 12 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, any advertising expenses in connection with any offers the Underwriters may make and transfer taxes on resale of any of the Securities by them.

7. Each Underwriter hereby represents and agrees that, except for one or more term sheets containing the information set forth in Schedule III to the applicable Pricing Agreement, it has not and will not use, authorize use of, refer to, or participate in the use of, any "free writing prospectus", as defined in Rule 405 under the Act (which term includes use of any written information furnished to the Commission by the Company and not incorporated by reference into the Registration Statement and any press release issued by the Company) other than (i) one or more term sheets relating to the Designated Securities which are not Issuer Free Writing Prospectuses and which contain preliminary terms of the Designated Securities and related customary information not inconsistent with the final term sheet prepared and filed by the Company pursuant to Section 5(a) hereof, (ii) a free writing prospectus that contains no "issuer information" (as defined in Rule 433(h)(2) under the Act) that was not included (including through incorporation by reference) in the Preliminary Prospectus or a previously filed Issuer Free Writing Prospectus, (iii) any Bloomberg L.P. or other electronic communication regarding comparable bond prices, (iv) any Issuer Free Writing Prospectus listed on Annex III hereto or prepared pursuant to Section 2(u) or Section 5(a) hereof, or (v) any free writing prospectus prepared by such Underwriter and approved by the Company in advance in writing.

8. The obligations of the several Underwriters of any Designated Securities under the Pricing Agreement relating to such Designated Securities shall be subject, in the discretion of the Representatives, to the condition that all representations and warranties and other statements of the Company contained herein and in or incorporated by reference in the Pricing Agreement relating to such Designated Securities are, at and as of the Time of Sale and the Time of Delivery for such Designated Securities, true and correct, the condition that the Company shall have performed all of its obligations hereunder theretofore to be performed at and as of the Time of Sale and the Time of Delivery for such Designated Securities, as they case may be, and the following additional conditions:

(a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) and Rule 430A, Rule 430B or Rule 430C under the Act within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 5(a) hereof; each Issuer Free Writing Prospectus shall have been timely filed with the Commission under the Act to the extent required by Rule 433 under the Act; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose or pursuant to Section 8A of the Act against the Company or related to the offering of the Designated Securities shall have been initiated or threatened by the Commission and no notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act shall have been received; no stop order suspending or preventing the use of the Prospectus or any Issuer Free Writing Prospectus shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to the Representatives' reasonable satisfaction.

(b) Counsel for the Underwriters shall have furnished to the Underwriters such written opinion or opinions, dated the Time of Delivery for such Designated Securities, with respect to such matters as the Underwriters may reasonably request, and such counsel shall have received such documents and information as they may reasonably request to enable them to pass upon such matters. In rendering such opinion, such counsel may (i) state that such opinion is limited to matters covered by the federal laws of the United States of America and the laws of the State of New York and (ii) rely as to matters of fact, to the extent deemed proper, on certificates of responsible officers of the Company and public officials.

(c) The Underwriters shall have received the favorable opinions dated the Time of Delivery for such Designated Securities, in each case in form and substance satisfactory to the counsel for the Underwriters, of:

(i) Gregory L. Nelson, Esq., Senior Vice President, General Counsel and Secretary of the Company, in the form attached as Exhibit A hereto (x) with such changes therein as may be agreed upon by the Company and the Underwriters with the approval of counsel for the Underwriters, and (y) if the Time of Sale Information shall be supplemented after being furnished to the Underwriters for use in offering the Designated Securities, with changes therein to reflect such supplementation;

(ii) Craig W. Stensland, Esq., an Associate General Counsel of Ameren Services Company, an affiliate which provides legal and other professional services to the Company, in the form attached as Exhibit B hereto (x) with such changes therein as may be agreed upon by the Company and the Underwriters with the approval of counsel for the Underwriters, and (y) if the Time of Sale Information shall be supplemented after being furnished to the Underwriters for use in offering the Designated Securities, with changes therein to reflect such supplementation; and

(iii) Morgan, Lewis & Bockius LLP, in the form attached as Exhibit C hereto (x) with such changes therein as may be agreed upon by the Company and the Underwriters with the approval of counsel for the Underwriters, and (y) if the Time of Sale Information shall be supplemented after being furnished to the Underwriters for use in offering the Designated Securities, with changes therein to reflect such supplementation.

(d) On the date of the Pricing Agreement for such Designated Securities at a time prior to the execution of the Pricing Agreement with respect to such Designated Securities and at the Time of Delivery for such Designated Securities, PricewaterhouseCoopers LLP shall have furnished to the Underwriters a letter, dated the date of such Pricing Agreement, and a letter dated such Time of Delivery, respectively, to the effect set forth in Annex II hereto, and in form and substance satisfactory to the Representatives.

(e) (i) The Company shall not have sustained since the date of the latest audited financial statements included or incorporated by reference in the Time of Sale Information as amended or supplemented on or prior to the date of the Pricing Agreement relating to the Designated Securities any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Time of Sale Information as amended or supplemented on or prior to the date of the Pricing Agreement relating to the Designated Securities, and (ii) since the respective dates as of which information is given in the Time of Sale Information as amended or supplemented on or prior to the date of the Pricing Agreement relating to the Designated Securities there shall not have been any change, or any development involving a prospective change, in or affecting the general affairs, management, financial position, stockholders' equity or results of operations of the Company, otherwise than as set forth or contemplated in the Time of Sale Information as amended or supplemented on or prior to the date of the Pricing Agreement relating to the Designated Securities, the effect of which, in any such case described in clause (i) or (ii), is in the judgment of the Representatives so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Designated Securities on the terms and in the manner contemplated in the Time of Sale Information and the Prospectus.

(f) On or prior to the Time of Delivery, the Representatives shall have received satisfactory evidence that the Designated Securities are rated as set forth in the Issuer Free Writing Prospectus referred to on Part A of Annex III hereto by Standard & Poor's Ratings Services and by Moody's Investors Service, Inc., and that such ratings are in effect at the Time of Delivery.

(g) On or after the date of the Pricing Agreement relating to the Designated Securities (i) no downgrading shall have occurred in the rating accorded the Company's debt securities by any Rating Agency, and (ii) no such Rating Agency shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's debt securities, unless such surveillance or review has been publicly announced prior to the date of the Pricing Agreement.

(h) On or after the date of the Pricing Agreement relating to the Designated Securities there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally by the Commission, the New York Stock Exchange

or The NASDAQ Stock Market or any setting of minimum or maximum prices for trading thereon; (ii) a suspension or material limitation in trading in the Company's securities by the Commission, the New York Stock Exchange, or The NASDAQ Stock Market; (iii) a general moratorium on commercial banking activities declared by Federal, New York State or Illinois State authorities or a material disruption has occurred in commercial banking or securities settlement or clearance services in the United States; (iv) any outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war; or (v) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any event specified in clause (iv) or (v) in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the public offering, sale or delivery of the Designated Securities on the terms and in the manner contemplated in the Time of Sale Information and the Prospectus.

(i) The Company shall have furnished or caused to be furnished to the Representatives at the Time of Delivery for the Designated Securities a certificate or certificates of officers of the Company satisfactory to the Representatives as to the accuracy of the representations and warranties of the Company herein at and as of such Time of Delivery, as to the performance by the Company of all of its obligations hereunder to be performed at or prior to such Time of Delivery, as to the matters set forth in subsections (a) and (e) of this Section and as to such other matters as the Representatives may reasonably request.

(j) The ICC Order shall be in full force and effect at the Time of Delivery.

If any of the events specified in Sections 8(e), 8(g) or 8(h) hereof shall have occurred or the representation in Section 2(t) is incorrect in any respect, the Pricing Agreement relating to the Designated Securities may be terminated by the Representatives on notice to the Company at any time on or prior to the Time of Delivery and upon such notice being given, the parties hereto and thereto shall be released and discharged from their respective obligations hereunder and thereunder (except for the liability of the Company pursuant to Sections 6 or 12 hereof and the obligations of the parties hereto and thereto pursuant to Section 9 hereof). Notwithstanding any such termination, the provisions of Sections 6, 9, 11, 12, 13, 14 and 16 hereof shall remain in full force and effect.

9. (a) The Company will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or (ii) any untrue statement or alleged untrue statement of a material fact contained in the Prospectus (or any amendment or supplement thereto), any Preliminary Prospectus, any Issuer Free Writing Prospectus, the Time of Sale Information, or any "issuer information" filed or required to be filed under Rule 433(d) of the Act, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and will reimburse each Underwriter for any legal or other expenses reasonably

incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, the Prospectus as amended or supplemented, any Preliminary Prospectus, any Issuer Free Writing Prospectus or the Time of Sale Information, or any such amendment or supplement in reliance upon and in conformity with written information furnished to the Company by any Underwriter of Designated Securities through the Representatives expressly for use in the Registration Statement, the Prospectus as amended or supplemented, any Preliminary Prospectus, any Issuer Free Writing Prospectus or the Time of Sale Information, or any such amendment or supplement, which information is specified in Section 9(b) hereof.

(b) Each Underwriter severally and not jointly will indemnify and hold harmless the Company against any losses, claims, damages or liabilities to which the Company may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or (ii) any untrue statement or alleged untrue statement of a material fact contained in the Prospectus (or any amendment or supplement thereto), any Preliminary Prospectus, any Issuer Free Writing Prospectus or the Time of Sale Information, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in any Issuer Free Writing Prospectus, the Time of Sale Information, the Registration Statement, any Preliminary Prospectus, the Prospectus as amended or supplemented and any other prospectus relating to the Securities, or any such amendment or supplement of or to the foregoing in reliance upon and in conformity with written information furnished to the Company by such Underwriter through the Representatives expressly for use in any Issuer Free Writing Prospectus, the Time of Sale Information, the Registration Statement, any Preliminary Prospectus, the Prospectus as amended or supplemented and any other prospectus relating to the Securities, or any such amendment or supplement of or to the foregoing, it being understood and agreed that the only such information consists of the following: (i) the third paragraph of text under the caption "Underwriting" in the Preliminary Prospectus and the Prospectus, concerning the terms of the offering by the Underwriters, (ii) the third and fourth sentences of the fourth paragraph of text under the caption "Underwriting" in the Preliminary Prospectus and the Prospectus, concerning market-making by the Underwriters, and (iii) the fifth paragraph of text under the caption "Underwriting" in the Preliminary Prospectus and the Prospectus, concerning overallotment, stabilization and short-positions; and will reimburse the Company for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such action or claim as such expenses are incurred.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the

indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability except to the extent that it has been prejudiced by such failure or from any liability which it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in any such action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it or other indemnified parties that are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of any such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 9 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters of the Designated Securities on the other from the offering of the Designated Securities to which such loss, claim, damage or liability (or action in respect thereof) relates. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Underwriters

of the Designated Securities on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and such Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from such offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by such Underwriters. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or such Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the applicable Designated Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The obligations of the Underwriters of Designated Securities in this subsection (d) to contribute are several in proportion to their respective underwriting obligations with respect to such Securities and not joint.

(e) The obligations of the Company under this Section 9 shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls any Underwriter within the meaning of the Act; and the obligations of the Underwriters under this Section 9 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company and to each person, if any, who controls the Company within the meaning of the Act.

10. (a) If any Underwriter shall default in its obligation to purchase the Designated Securities which it has agreed to purchase under the Pricing Agreement relating to such Designated Securities, the Representatives may in their discretion arrange for themselves or another party or other parties to purchase such Designated Securities on the terms contained herein. If within thirty-six hours after such default by any Underwriter the Representatives do not arrange for the purchase of such Designated Securities, then the Company shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to the Representatives to purchase such Designated Securities on such terms. In the event that, within the respective prescribed periods, the Representatives notify the Company that they have so arranged for the purchase of such Designated Securities, or the Company notifies

the Representatives that it has so arranged for the purchase of such Designated Securities, the Representatives or the Company shall have the right to postpone the Time of Delivery for such Designated Securities for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement, the Time of Sale Information or the Prospectus as amended or supplemented, or in any other documents or arrangements, and the Company agrees to file promptly any amendments or supplements to the Registration Statement, the Time of Sale Information or the Prospectus which in the opinion of the Representatives may thereby be made necessary. The term "Underwriter" as used in this Underwriting Agreement shall include any person substituted under this Section 10 with like effect as if such person had originally been a party to the Pricing Agreement with respect to such Designated Securities.

(b) If, after giving effect to any arrangements for the purchase of the Designated Securities of a defaulting Underwriter or Underwriters by the Representatives and the Company as provided in subsection (a) above, the aggregate principal amount of such Designated Securities which remains unpurchased does not exceed one-eleventh of the aggregate principal amount of the Designated Securities, then the Company shall have the right to require each non-defaulting Underwriter to purchase the principal amount of Designated Securities which such Underwriter agreed to purchase under the Pricing Agreement relating to such Designated Securities and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the principal amount of Designated Securities which such Underwriter agreed to purchase under such Pricing Agreement) of the Designated Securities of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Designated Securities of a defaulting Underwriter or Underwriters by the Representatives and the Company as provided in subsection (a) above, the aggregate principal amount of Designated Securities which remains unpurchased exceeds one-eleventh of the aggregate principal amount of the Designated Securities, as referred to in subsection (b) above, or if the Company shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to purchase Designated Securities of a defaulting Underwriter or Underwriters, then the Pricing Agreement relating to such Designated Securities shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company, except for the expenses to be borne by the Company and the Underwriters as provided in Section 6 hereof and the indemnity and contribution agreements in Section 9 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

11. The respective indemnities, agreements, representations, warranties and other statements of the Company and the several Underwriters, as set forth in this Underwriting Agreement or made by or on behalf of them, respectively, pursuant to this Underwriting Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any controlling person of any Underwriter, or the Company, or any officer or director or controlling person of the Company, and shall survive delivery of and payment for the Securities.

12. If any Pricing Agreement shall be terminated pursuant to Section 10 hereof, the Company shall not then be under any liability to any Underwriter with respect to the Designated Securities covered by such Pricing Agreement except as provided in Sections 6 and 9 hereof; but, if for any other reason Designated Securities are not delivered by or on behalf of the Company as provided herein or the Company does not comply with its other obligations as provided herein, the Company will reimburse the Underwriters through the Representatives for all out-of-pocket expenses approved in writing by the Representatives, including fees and disbursements of counsel for the Underwriters, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of such Designated Securities, but the Company shall then be under no further liability to any Underwriter with respect to such Designated Securities except as provided in Sections 6 and 9 hereof.

13. In all dealings hereunder, the Representatives of the Underwriters of Designated Securities shall act on behalf of each of such Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by such Representatives jointly or by such of the Representatives, if any, as may be designated for such purpose in the Pricing Agreement.

All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail or facsimile transmission to the address of the Representatives as set forth in the Pricing Agreement; and if to the Company shall be delivered or sent by mail or facsimile transmission to the address of the Company set forth in the Registration Statement: Attention: Secretary.

14. This Underwriting Agreement and each Pricing Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the Company and, to the extent provided in Sections 9 and 11 hereof, the officers and directors of the Company and each person who controls the Company or any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Underwriting Agreement or any such Pricing Agreement. No purchaser of any of the Securities from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

15. Time shall be of the essence of each Pricing Agreement. As used herein, "business day" shall mean any day when the Commission's office in Washington, D.C. is open for business.

16. This Underwriting Agreement and each Pricing Agreement shall be governed by and construed in accordance with the laws of the State of New York.

17. This Underwriting Agreement and each Pricing Agreement may be executed by any one or more of the parties hereto and thereto in any number of counterparts, each of which shall be deemed to be an original, but all such respective counterparts shall together constitute one and the same instrument.

18. The Company hereby acknowledges that the Underwriters are acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the offering of Securities contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company or any other person. Additionally, neither the Representatives nor any other Underwriters are advising the Company or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction with respect to the offering of Securities contemplated hereby. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Underwriters shall have no responsibility or liability to the Company with respect thereto. Any review by the Underwriters of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters and shall not be on behalf of the Company.

[Signature Page Follows]

If the foregoing is in accordance with your understanding, please sign and return to us a counterpart hereof.

Very truly yours,
Ameren Illinois Company

By: /s/ Jerre E. Birdsong
Name: Jerre E. Birdsong
Title: Vice President and Treasurer

Accepted as of the date hereof:

Deutsche Bank Securities Inc.
J.P. Morgan Securities LLC
UBS Securities LLC

Deutsche Bank Securities Inc.

By: /s/ Richard Dalton
Name: Richard Dalton
Title: Director

By: /s/ Jared Birnbaum
Name: Jared Birnbaum
Title: Managing Director

J.P. Morgan Securities LLC

By: /s/ Robert Bottamedi
Name: Robert Bottamedi
Title: Vice President

UBS Securities LLC

By: /s/ Christopher Forshner
Name: Christopher Forshner
Title: Managing Director

By: /s/ Christopher Avallone
Name: Christopher Avallone
Title: Associate Director

As Representatives of the
several Underwriters

Signature Page to Underwriting Agreement

Pricing Agreement

August 13, 2012

Deutsche Bank Securities Inc.
J.P. Morgan Securities LLC
UBS Securities LLC

As Representatives of the
several Underwriters named in Schedule I
hereto

c/o Deutsche Bank Securities Inc.
60 Wall Street
New York, New York 10005

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

UBS Securities LLC
677 Washington Blvd.
Stamford, Connecticut 06901

Ladies and Gentlemen:

Ameren Illinois Company, an Illinois corporation (the "Company"), proposes, subject to the terms and conditions stated herein and in the Underwriting Agreement, dated August 13, 2012 (the "Underwriting Agreement"), between the Company on the one hand and the Underwriters named in Schedule I hereto (the "Underwriters"), for whom Deutsche Bank Securities Inc., J.P. Morgan Securities LLC and UBS Securities LLC are acting as representatives (the "Representatives"), on the other hand, to issue and sell to the Underwriters the Securities specified in Schedule II hereto (the "Designated Securities") with the terms set forth in Schedule III hereto. Each of the provisions of the Underwriting Agreement is incorporated herein by reference in its entirety, and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein; and each of the representations and warranties set forth therein shall be deemed to have been made at and as of the date of this Pricing Agreement. Each reference to the Representatives herein and in the provisions of the Underwriting Agreement so incorporated by reference shall be deemed to refer to you. Unless otherwise defined herein, terms defined in the Underwriting Agreement are used herein as therein defined. Each of the Representatives designated to act on behalf of the other Representatives and on behalf of each of the other Underwriters of the Designated Securities pursuant to Section 13 of the Underwriting Agreement and the address of the Representatives referred to in such Section 13 are set forth at the end of Schedule II hereto.

Subject to the terms and conditions set forth herein and in the Underwriting Agreement incorporated herein by reference, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at the time and place and at the purchase price to the Underwriters set forth in Schedule II hereto, the principal amount of Designated Securities set forth opposite the name of such Underwriter in Schedule I hereto.

For all purposes of the Underwriting Agreement, (i) the "Time of Sale" means 3:57 p.m. (Eastern time) on the date hereof and (ii) the "Time of Sale Information," collectively, means the following information: the Preliminary Prospectus dated August 13, 2012, as amended or supplemented immediately prior to the Time of Sale (including the documents incorporated therein by reference as of the Time of Sale), as supplemented by the final term sheet prepared and filed pursuant to Section 5(a) of the Underwriting Agreement and referred to on Part A of Annex III thereof.

The purchase price for the Designated Securities shall be 99.314% of the aggregate principal amount thereof.

If the foregoing is in accordance with your understanding, please sign and return to us a counterpart hereof, and upon acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof, including the provisions of the Underwriting Agreement incorporated herein by reference, shall constitute a binding agreement between each of the Underwriters and the Company. It is understood that your acceptance of this letter on behalf of each of the Underwriters is or will be pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Company for examination upon request, but without warranty on the part of the Representatives as to the authority of the signers thereof.

Very truly yours,

Ameren Illinois Company

By:

Name: Jerre E. Birdsong
Title: Vice President and Treasurer

Accepted as of the date hereof:

Deutsche Bank Securities Inc.
J.P. Morgan Securities LLC
UBS Securities LLC

Deutsche Bank Securities Inc.

By:

Name:
Title:

By:

Name:
Title:

J.P. Morgan Securities LLC

By:

Name:
Title:

UBS Securities LLC

By:

Name:

Title:

By:

Name:

Title:

As Representatives of the
several Underwriters

SCHEDULE I

| <u>Underwriter</u> | <u>Principal Amount of Designated Securities to be Purchased</u> |
|-------------------------------|--|
| Deutsche Bank Securities Inc. | \$ 84,000,000 |
| J.P. Morgan Securities LLC | \$ 84,000,000 |
| UBS Securities LLC | \$ 84,000,000 |
| RBS Securities Inc. | \$ 64,000,000 |
| Scotia Capital (USA) Inc. | \$ 64,000,000 |
| Loop Capital Markets LLC | \$ 20,000,000 |
| Total | \$400,000,000 |

Ameren Illinois Company

SCHEDULE II

Title of Designated Securities:

2.70% Senior Secured Notes due 2022

Aggregate principal amount:

\$400,000,000

Price to Public:

99.964% of the principal amount of the Designated Securities, plus accrued interest, if any, from the Time of Delivery

Purchase Price by Underwriters:

99.314% of the principal amount of the Designated Securities

Form of Designated Securities:

Book-entry only form represented by one or more global securities deposited with The Depository Trust Company ("DTC") or its designated custodian, to be made available for checking by the Representatives at least twenty-four hours prior to the Time of Delivery at such place as may be agreed upon by the Company and the Representatives.

Time of Delivery:

10:00 a.m. (Eastern time), August 20, 2012

First Mortgage Bonds:

\$400,000,000 First Mortgage Bonds, Senior Secured Notes Series EE

Supplemental Indenture relating to First Mortgage Bonds:

Dated August 1, 2012

Maturity:

September 1, 2022

Interest Rate:

2.70%

Interest Payment Dates:

March 1 and September 1, commencing March 1, 2013

Redemption Provisions:

The Designated Securities may be redeemed at the option of the Company as set forth in the Prospectus as supplemented relating to such Designated Securities

Sinking Fund Provisions:

No sinking fund provisions

Defeasance provisions:

As set forth in the Indenture.

Closing location for delivery of Designated Securities:

Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, New York 10178

Additional Closing Conditions:

Names and addresses of Representatives:

Designated Representatives:

Deutsche Bank Securities Inc.

J.P. Morgan Securities LLC

UBS Securities LLC

Addresses for Notices, etc.:

Deutsche Bank Securities Inc.

60 Wall Street

New York, New York 10005

Attention: Debt Capital Markets Syndicate

Facsimile No.: (212) 797-4877

J.P. Morgan Securities LLC

383 Madison Avenue

New York, New York 10179

Attention: Investment Grade Syndicate Desk

Facsimile No.: (212) 834-6081

UBS Securities LLC

677 Washington Blvd.

Stamford, Connecticut 06901

Attention: Fixed Income Syndicate

Facsimile No.: (203) 719-0495

SCHEDULE III

Filed Pursuant to Rule 433
Registration No. 333-182258-01
August 13, 2012

Pricing Term Sheet

| | |
|--|--|
| Issuer: | Ameren Illinois Company |
| Expected Ratings* (Moody's/S&P/Fitch): | [Intentionally omitted.] |
| Issue: | 2.70% Senior Secured Notes due 2022 |
| Offering Size: | \$400,000,000 |
| Coupon: | 2.70% per annum |
| Trade Date: | August 13, 2012 |
| Settlement Date: | August 20, 2012 |
| Maturity: | September 1, 2022 |
| Treasury Benchmark: | 1.625% due August 15, 2022 |
| US Treasury Spot: | 99-23+ |
| US Treasury Yield: | 1.654% |
| Spread to Treasury: | +105 basis points |
| Re-offer Yield: | 2.704% |
| Price to Public (Issue Price): | 99.964% |
| Gross Proceeds: | \$399,856,000 |
| Interest Payment Dates: | March 1 and September 1, commencing March 1, 2013 |
| Optional Redemption: | Prior to June 1, 2022, at any time at 100% of the principal amount plus accrued and unpaid interest plus a make-whole premium at a discount rate equal to the Treasury Yield plus 15 basis points, and on or after June 1, 2022, at any time at 100% of the principal amount plus accrued and unpaid interest. |
| Security: | The Senior Secured Notes will be secured by a series of the issuer's first mortgage bonds |
| CUSIP: | 02361DAL4 |
| Minimum Denomination: | \$2,000 x \$1,000 |
| Joint Bookrunners: | Deutsche Bank Securities Inc., J.P. Morgan Securities LLC, UBS Securities LLC, RBS Securities Inc. and Scotia Capital (USA) Inc. |
| Co-manager: | Loop Capital Markets LLC |

The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send

you the prospectus if you request it by calling Deutsche Bank Securities Inc. toll-free at 1-800-503-4611, J.P. Morgan Securities LLC collect at 1-212-834-4533 or UBS Securities LLC toll-free at 1-877-827-6444 ext. 561-3884.

* A security rating is not a recommendation to buy, sell or hold securities and should be evaluated independently of any other rating. The rating is subject to revision or withdrawal at any time by the assigning rating organization.

Pursuant to Section 8(d) of the Underwriting Agreement, the accountants shall furnish letters to the Underwriters to the effect that:

(i) They are an independent registered public accounting firm with respect to the Company within the meaning of the Act and the applicable rules and regulations thereunder adopted by the Commission and the Public Company Accounting Oversight Board (United States) (“PCAOB”);

(ii) In their opinion, the consolidated financial statements and financial statement schedule audited by them and included or incorporated by reference in the Registration Statement, the Preliminary Prospectus and the Prospectus comply as to form in all material respects with the applicable accounting requirements of the Act and the Exchange Act and the related rules and regulations adopted by the Commission;

(iii) They have made a review in accordance with standards established by the PCAOB of the unaudited consolidated statements of income, consolidated balance sheets and consolidated statements of cash flows included in the Company’s Quarterly Report(s) on Form 10-Q for the quarter(s) ended [] incorporated by reference into the Preliminary Prospectus and the Prospectus;

(iv) They have compared the ratios of earnings to fixed charges in the Preliminary Prospectus and the Prospectus with the disclosure requirements of Regulation S-K and on the basis of limited procedures specified in such letter nothing came to their attention as a result of the foregoing procedures that caused them to believe that this information does not conform in all material respects with the disclosure requirements of Item 503(d) of Regulation S-K;

(v) On the basis of limited procedures, not constituting an audit in accordance with generally accepted auditing standards, consisting of a reading of the unaudited financial statements and other information referred to below, a reading of the latest available interim financial statements of the Company, inspection of the minute books of the Company since the date of the latest audited consolidated financial statements included or incorporated by reference in the Preliminary Prospectus and the Prospectus, inquiries of officials of the Company responsible for financial and accounting matters and such other inquiries and procedures as may be specified in such letter, nothing came to their attention that caused them to believe that: (i) any material modifications should be made to the unaudited consolidated statements of income, consolidated balance sheets and consolidated statements of cash flows included in the Company’s Quarterly Report(s) on Form 10-Q for the quarter(s) ended [] incorporated by reference in the Preliminary Prospectus and the Prospectus, for them to be in conformity with generally accepted accounting principles, or (ii) the unaudited consolidated statements of income, consolidated balance sheets and consolidated statements of cash flows included in the Company’s Quarterly Report(s) on Form 10-Q for the quarter(s) ended [] incorporated by reference in the Preliminary Prospectus and the Prospectus do not comply as to form in all material respects with the applicable accounting requirements of the Exchange Act and the related published rules and regulations adopted by the Commission;

(vi) nothing came to their attention as a result of the foregoing procedures that caused them to believe that (i) at [], there was any change in the capital stock, increase in long-term debt (including short-term debt, current maturities of long-term debt and intercompany notes payable) or decrease in net current assets (working capital) or in stockholders' equity of the Company as compared with amounts shown in the [] unaudited consolidated balance sheet included in the Company's Quarterly Report(s) on Form 10-Q for the quarter(s) ended [] incorporated by reference in the Pricing Prospectus and the Prospectus, or (ii) for the period from [] to [], there were any decreases, as compared with the corresponding period in the preceding year, in consolidated operating revenues or net income, except in all instances for changes, increases or decreases which the Pricing Prospectus and the Prospectus disclose have occurred or may occur and except such other decreases as may be specified in such letter;

(vii) officials of the Company have advised them that no consolidated financial data as of any date or for any period subsequent to [] are available; accordingly, the procedures carried out by them with respect to changes in financial statement items after [] have, of necessity, been even more limited than those with respect to the periods referred to in paragraph (v). They have inquired of certain officials of the Company who have responsibility for financial and accounting matters as to whether (a) at [] there was any change in the capital stock, increase in long-term debt (including short-term debt, current maturities of long-term debt and intercompany notes payable) or decrease in net current assets (working capital) or in stockholders' equity of the Company as compared with amounts shown in the [] unaudited consolidated balance sheet included in the Company's Quarterly Report(s) on Form 10-Q for the quarter(s) ended [] incorporated by reference in the Pricing Prospectus and the Prospectus; or (b) for the period from [] to [], there were any decreases, as compared with the corresponding period in the preceding year, in consolidated operating revenues or net income. Those officials referred to above stated that they cannot comment on any decreases in net current assets (working capital) or in stockholders' equity at [] compared to [], or decreases as compared with the corresponding period in the previous year in consolidated operating revenues or net income for the period from [] to []. On the basis of these inquiries and their reading of the minutes as described in paragraph (v), nothing came to their attention that caused them to believe that there was any such change in capital stock or increase in long-term debt (including short-term debt, current maturities of long-term debt and intercompany notes payable), except in all instances for changes or increases which the Pricing Prospectus and the Prospectus disclose have occurred or may occur.

(viii) In addition to the examination referred to in their report(s) included or incorporated by reference in the Preliminary Prospectus or the Prospectus and the limited procedures, inspection of minute books, inquiries and other procedures referred to in paragraph (v) above, they have carried out certain specified procedures, not constituting an examination in accordance with generally accepted auditing standards, with respect to certain amounts, percentages and financial information specified by the Representatives which are derived from the general accounting records of the Company, which appear in

the Preliminary Prospectus and the Prospectus (excluding documents incorporated by reference) or in Part II of, or in exhibits and schedules to, the Registration Statement specified by the Representatives or in documents incorporated by reference in the Preliminary Prospectus and the Prospectus specified by the Representatives, and have compared certain of such amounts, percentages and financial information with the accounting records of the Company and have found them to be in agreement.

All references in this Annex II to the Preliminary Prospectus shall be deemed to refer to the Preliminary Prospectus (including the documents incorporated by reference therein) included with the Time of Sale Information (including the documents incorporated by reference therein) as defined in the Underwriting Agreement as of the date of the letter delivered on the date of the Pricing Agreement for purposes of such letter.

- A) Issuer Free Writing Prospectuses To Be Included As Time of Sale Information:
Pricing Term Sheet dated August 13, 2012
- B) Issuer Free Writing Prospectuses Not Included As Time of Sale Information:
None

Company Order

August 20, 2012

The Bank of New York Mellon Trust Company, N.A.,
as Trustee
2 N. LaSalle Street, Suite 1020
Chicago, Illinois 60602
Attention: Corporate Trust

Ladies and Gentlemen:

Application is hereby made to The Bank of New York Mellon Trust Company, N.A., a national banking association, as trustee (the "Trustee"), under the Indenture dated as of June 1, 2006 (the "Indenture"), between Ameren Illinois Company (as successor to Illinois Power Company), an Illinois corporation (the "Company"), and the Trustee for the authentication and delivery of \$400,000,000 aggregate principal amount of the Company's 2.70% Senior Secured Notes due 2022 (the "Notes"), pursuant to the provisions of Article II of the Indenture. The Company, at any time and from time to time, without the consent of the holders of the Notes, may deliver additional Notes of the same series executed by the Company to the Trustee for authentication, having the same terms and conditions (including the same CUSIP number) as the Notes authenticated pursuant hereto in all respects, except for the date of original issuance and the initial interest payment date. Such additional Notes shall be part of the same series as the Notes authenticated pursuant hereto. All capitalized terms not defined herein that are defined in the Indenture shall have the same meaning as used in the Indenture.

In connection with this Company Order, there are delivered to you herewith the following:

1. Certified copies of the resolutions adopted by the Board of Directors of the Company authorizing this Company Order and the issuance and sale of the Notes by the Company pursuant to Section 2.05(c)(1) of the Indenture;
2. Opinions of Counsel addressed to you pursuant to Section 2.05(c)(2) of the Indenture;
3. Expert's certificate pursuant to Section 2.05(c)(3) of the Indenture;
4. Officers' Certificate pursuant to Section 2.05(c)(4) of the Indenture;
5. A Global Note representing the Notes executed on behalf of the Company in accordance with the terms of Section 2.05(a) of the Indenture, specifying the terms of the Notes (which terms are incorporated by reference herein); and

-
6. Pursuant to Section 2.05(c)(3) of the Indenture, the Company's Senior Note Mortgage Bonds designated "First Mortgage Bonds, Senior Notes Series EE" (the "Bonds") in the principal amount of \$400,000,000 relating to the Notes, fully registered in the name of the Trustee in trust for the benefit of the Holders from time to time of such Notes.

The Global Note representing the Notes is to be held for delivery through the facilities of The Depository Trust Company ("DTC") to J.P. Morgan Securities LLC, on behalf of the several underwriters thereof, against payment therefor at the closing in respect of the sale thereof, such closing to be held at 10:00 a.m., New York time, August 20, 2012, at the offices of Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, New York 10178. You are hereby instructed to authenticate the Global Note representing the Notes in the name of CEDE & Co. as registered holder and to hold it as custodian for DTC.

Please acknowledge receipt of the Global Note representing the Notes, the instructions referred to above and the supporting documentation pursuant to the Indenture referred to above (including the Bonds in trust for the benefit of the Holders).

Very truly yours,

Ameren Illinois Company

By: /s/ Jerre E. Birdsong

Name: Jerre E. Birdsong

Title: Vice President and Treasurer

Receipt from the Company of the Global Note representing the Notes, certain instructions related thereto and the supporting documentation pursuant to the Indenture (including the Bonds in trust for the benefit of the Holders) in connection with the authentication and delivery of the Notes is hereby acknowledged.

The Bank of New York Mellon Trust Company, N.A., as
Trustee

By: /s/ Richard Tarnas
Name: Richard Tarnas
Title: Vice President

REGISTERED

REGISTERED

THIS NOTE IS A GLOBAL NOTE REGISTERED IN THE NAME OF THE DEPOSITARY (REFERRED TO HEREIN) OR A NOMINEE THEREOF AND, UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE FOR THE INDIVIDUAL NOTES REPRESENTED HEREBY AS PROVIDED IN THE INDENTURE REFERRED TO BELOW, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK), TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY AND ANY PAYMENT IS MADE TO CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

Illinois Commerce Commission ID No.: 6589

AMEREN ILLINOIS COMPANY
2.70% SENIOR SECURED NOTE DUE 2022

CUSIP: 02361DAL4
ISIN: US02361DAL47

NUMBER: 1

ORIGINAL ISSUE DATE: August 20, 2012

PRINCIPAL AMOUNT: \$400,000,000

INTEREST RATE: 2.70%

MATURITY DATE: September 1, 2022

AMEREN ILLINOIS COMPANY, a corporation of the State of Illinois (the "COMPANY"), for value received hereby promises to pay to CEDE & CO. or registered assigns, the principal sum of FOUR HUNDRED MILLION DOLLARS (\$400,000,000) on the Maturity Date set forth above, and to pay interest thereon from and including the Original Issue Date specified above or from and including the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on March 1 and September 1 in each year, commencing March 1, 2013, and on the Maturity Date, at the per annum Interest Rate set forth above until the principal hereof is paid or made available for payment. No interest shall accrue on the Maturity Date, so long as the principal amount of this Note is paid on the Maturity Date. The interest so payable and punctually paid or duly provided for on any such Interest Payment Date (except for interest payable on the Maturity Date set forth above or, if applicable, upon redemption or acceleration), will, as provided in the Indenture (as defined below), be paid to the Person in whose name this Note is registered at the close of business on the Regular Record Date for such interest, which shall be February 15 or August 15, as the case may be, next

preceding such Interest Payment Date; provided, that the first Interest Payment Date for any part of this Note, the Original Issue Date of which is after a Regular Record Date but prior to the applicable Interest Payment Date, shall be the Interest Payment Date following the next succeeding Regular Record Date; and provided, that interest payable on the Maturity Date set forth above or, if applicable, upon redemption or acceleration, shall be payable to the Person to whom principal shall be payable. Except as otherwise provided in the Indenture, any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date and shall be paid to the Person in whose name this Note is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to Noteholders not more than fifteen days nor fewer than ten days prior to such Special Record Date. Payment of the principal of and interest and premium on this Note shall be payable pursuant to Section 2.12(a) of the Indenture.

This Note is a Global Note in respect of a duly authorized issue of 2.70% Senior Secured Notes due 2022 (the “NOTES OF THIS SERIES”, which term includes any Global Notes representing such Notes) of the Company issued and to be issued under an Indenture dated as of June 1, 2006 between the Company (as successor to Illinois Power Company) and The Bank of New York Mellon Trust Company, N.A., as trustee (herein called the “TRUSTEE”, which term includes any successor Trustee under the Indenture) and indentures supplemental thereto (collectively, the “INDENTURE”). Under the Indenture, one or more series of notes may be issued and, as used herein, the term “Notes” refers to the Notes of this Series and any other outstanding series of Notes. Reference is hereby made to the Indenture for a more complete statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Noteholders and of the terms upon which the Notes are and are to be authenticated and delivered. This Note has been issued in respect of the series designated on the first page hereof, issued in the initial aggregate principal amount of \$400,000,000.

The Notes will be secured by first mortgage bonds (the “SENIOR NOTE MORTGAGE BONDS”) delivered by the Company to the Trustee for the benefit of the Holders of the Notes, issued under the General Mortgage Indenture and Deed of Trust, dated as of November 1, 1992 between the Company and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the “MORTGAGE TRUSTEE”), as supplemented and modified (collectively, the “MORTGAGE”). Reference is made to the Mortgage and the Indenture for a description of the rights of the Trustee as holder of the Senior Note Mortgage Bonds, the property mortgaged and pledged, the nature and extent of the security and the rights of the holders of first mortgage bonds under the Mortgage and the rights of the Company and of the Mortgage Trustee in respect thereof, the duties and immunities of the Mortgage Trustee and the terms and conditions upon which the Senior Note Mortgage Bonds are secured and the circumstances under which additional first mortgage bonds may be issued.

So long as any of the Notes of this Series are outstanding, the Company will not permit a Release Date to occur.

Each Note of this Series shall be dated and issued as of the date of its authentication by the Trustee and shall bear an Original Issue Date. Each Note of this Series issued upon transfer, exchange or substitution of such Note shall bear the Original Issue Date of such transferred, exchanged or substituted Note, as the case may be.

Interest on this Note will accrue from and including the Original Issue Date specified above to, but excluding, March 1, 2013, and thereafter, from and including each Interest Payment Date to, but excluding, the next succeeding Interest Payment Date, the Maturity Date or any redemption date, as the case may be.

All or a portion of the Notes of this Series may be redeemed at the option of the Company at any time or from time to time. The redemption price for the Notes of this Series to be redeemed on any redemption date prior to June 1, 2022 (three months prior to the Maturity Date) will be equal to the greater of the following amounts: (a) 100% of the principal amount of the Notes of this Series being redeemed on the redemption date; or (b) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes of this Series being redeemed on that redemption date (not including any portion of any payments of interest accrued to the redemption date) discounted to the redemption date on a semiannual basis at the Adjusted Treasury Rate (as defined below) plus 15 basis points, as determined by the Reference Treasury Dealer (as defined below), plus, in each case, accrued and unpaid interest thereon to the redemption date. The redemption price for the Notes of this Series to be redeemed on any redemption date on or after June 1, 2022 will be equal to 100% of the principal amount of the Notes of this Series being redeemed on the redemption date plus accrued and unpaid interest thereon to the redemption date. Notwithstanding the foregoing, installments of interest on Notes of this Series that are due and payable on Interest Payment Dates falling on or prior to a redemption date will be payable on the Interest Payment Date to the Holder of this Note as of the close of business on the relevant Regular Record Date. The redemption price will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The Company shall mail notice of any redemption at least 30 days but not more than 60 days before the redemption date to each Holder of the Notes of this Series to be redeemed. Unless the Company defaults in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the Notes of this Series or portions thereof called for redemption.

Any notice of redemption at the Company's option may state that such redemption will be conditional upon receipt by the Trustee, on or prior to the redemption date, of money sufficient to pay the principal of and premium, if any, and interest on, the Notes of this Series or portions thereof called for redemption, and that if such money has not been so received, such notice will be of no force and effect and the Company will not be required to redeem such Notes or portions thereof.

"ADJUSTED TREASURY RATE" means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

“COMPARABLE TREASURY ISSUE” means the United States Treasury security selected by the Reference Treasury Dealer as having a maturity comparable to the remaining term of the Notes of this Series to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Notes of this Series.

“COMPARABLE TREASURY PRICE” means, with respect to any redemption date, (A) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or (B) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (C) if only one Reference Treasury Dealer Quotation is received, such quotation.

“REFERENCE TREASURY DEALER” means (A) Deutsche Bank Securities Inc., J.P. Morgan Securities LLC or UBS Securities LLC or their respective affiliates which are primary U.S. Government securities dealers in the United States (each, a “Primary Treasury Dealer”), and their respective successors; provided, however, that if any of the foregoing shall cease to be a Primary Treasury Dealer, the Company shall substitute therefor another Primary Treasury Dealer; and (B) any other Primary Treasury Dealer(s) selected by the Company.

“REFERENCE TREASURY DEALER QUOTATIONS” means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Company, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company by such Reference Treasury Dealer at 5:00 p.m. (New York City time) on the third Business Day preceding such redemption date.

Interest payments for this Note shall be computed and paid on the basis of a 360-day year consisting of twelve 30-day months (and for any partial periods shall be calculated on the basis of the number of days elapsed in a 360-day year of twelve 30 day months). If any Interest Payment Date falls on a day that is not a Business Day, the Interest Payment Date will be the next succeeding Business Day (and without any interest or other payment in respect of any such delay). If the Maturity Date of this Note or any redemption date falls on a day that is not a Business Day, the payment of principal, premium, if any, and interest will be made on the next succeeding Business Day with the same force and effect as if made on such Maturity Date or redemption date, and no interest on such payment shall accrue for the period from and after the Maturity Date or such redemption date.

The Company, at its option, and subject to the terms and conditions provided in the Indenture, will be discharged from any and all obligations in respect of the Notes of this Series (except for certain obligations including obligations to register the transfer or exchange of Notes of this Series, replace stolen, lost or mutilated Notes of this Series, maintain paying agencies and hold monies for payment in trust, all as set forth in the Indenture) if the Company deposits with the Trustee money, U.S. Government Obligations which through the payment of interest thereon and principal thereof in accordance with their terms will provide money, or a combination of money and U.S. Government Obligations, in any event in an amount sufficient, without reinvestment, to pay all the principal of and any premium and interest on the Notes of this Series on the dates such payments are due in accordance with the terms of the Notes of this Series.

If an Event of Default shall occur and be continuing with respect to the Notes, the principal of and interest on the Notes may be declared due and payable in the manner and with the effect provided in the Indenture and, upon such declaration, the Trustee shall demand the redemption of the Senior Note Mortgage Bonds to the extent provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modifications of the rights and obligations of the Company and the rights of the Noteholders under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in aggregate principal amount of the outstanding Notes. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange therefor or in lieu thereof whether or not notation of such consent or waiver is made upon this Note.

As set forth in and subject to the provisions of the Indenture, no Holder of any Notes will have any right to institute any proceeding with respect to the Indenture or for any remedy thereunder unless such Holder shall have previously given to the Trustee written notice of a continuing Event of Default with respect to such Notes, the Holders of a majority in aggregate principal amount of the outstanding Notes affected by such Event of Default shall have made written request and offered reasonable indemnity to the Trustee to institute such proceeding as Trustee and the Trustee shall have failed to institute such proceeding within 60 days; provided, however, that such limitations do not apply to a suit instituted by the Holder hereof for the enforcement of payment of the principal of and any premium or interest on this Note on or after the respective due dates expressed herein.

No reference herein to the Indenture and to provisions of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Note at the times, places and rates and the coin or currency prescribed in the Indenture.

As provided in the Indenture and subject to certain limitations therein set forth, this Note may be transferred only as permitted by the legend hereto and the provisions of the Indenture.

The Indenture and the Notes shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflicts of law principles thereof.

Unless the certificate of authentication hereon has been executed by the Trustee, directly or through an Authenticating Agent by manual signature of an authorized officer, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

All terms used in this Note that are defined in the Indenture shall have the meanings assigned to them in the Indenture unless otherwise indicated herein.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

AMEREN ILLINOIS COMPANY

By: /s/ Jerre E. Birdsong
Title: Vice President and Treasurer

Attest: /s/ Craig W. Stensland
Title: Assistant Secretary

TRUSTEE'S CERTIFICATE
OF AUTHENTICATION

Dated: August 20, 2012

This Note is one of the Notes of the series herein designated, described or provided for in the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., *As Trustee*

By: /s/ Richard Tarnas
Authorized Signatory

WHEN RECORDED MAIL TO:
Ameren Illinois Company
Craig W. Stensland
One Ameren Plaza (MC 1310)
1901 Chouteau Avenue
St. Louis, MO 63103

**AMEREN ILLINOIS COMPANY
(SUCCESSOR TO ILLINOIS POWER COMPANY)**

TO

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

**AS SUCCESSOR TRUSTEE TO
HARRIS TRUST AND SAVINGS BANK**

SUPPLEMENTAL INDENTURE

DATED AS OF AUGUST 1, 2012

TO

GENERAL MORTGAGE INDENTURE AND DEED OF TRUST

DATED AS OF NOVEMBER 1, 1992

This instrument was prepared by Gregory L. Nelson, Esq., Senior Vice President, General Counsel and Secretary of Ameren Illinois Company c/o Ameren Corporation, One Ameren Plaza, 1901 Chouteau Avenue, St. Louis, Missouri 63103.

SUPPLEMENTAL INDENTURE dated as of August 1, 2012 (this “Supplemental Indenture”), made by and between AMEREN ILLINOIS COMPANY (formerly named Central Illinois Public Service Company (“CIPS”) and successor to Illinois Power Company (“IP”) pursuant to the Merger, as defined below), a corporation organized and existing under the laws of the State of Illinois (hereinafter sometimes called the “Company”), party of the first part, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States, as successor trustee to Harris Trust and Savings Bank, as Trustee (the “Trustee”) under the General Mortgage Indenture and Deed of Trust dated as of November 1, 1992, hereinafter mentioned, party of the second part;

WHEREAS, the Company has heretofore executed and delivered its General Mortgage Indenture and Deed of Trust dated as of November 1, 1992 as from time to time amended and supplemented (the “Indenture”), to the Trustee, for the security of the Bonds issued and to be issued thereunder (the “Bonds”); and

WHEREAS, as of 12:01 a.m. Central Time (the “Effective Time”) on October 1, 2010, pursuant to the Agreement and Plan of Merger dated as of April 13, 2010 among CIPS, IP and Central Illinois Light Company (“CILCO”), IP and CILCO were merged with and into the Company (the “Merger”) whereby the Company is the surviving corporation; and

WHEREAS, pursuant to Sections 13.01 and 14.01(a) of the Indenture, the Company and the Trustee executed the Supplemental Indenture dated as of October 1, 2010 whereby, among other things, the Company (a) assumed the due and punctual payment of the principal of and premium, if any, and interest, if any, on all of the Bonds then Outstanding and the performance and observance of every covenant and condition of the Indenture to be performed or observed by IP and (b) subjected to the Lien of the Indenture all equipment and fixtures (other than Excepted Property, which is expressly excepted and excluded from the Lien of the Indenture) that were owned by CIPS immediately prior to the Effective Time and were of the same kind and character as the Mortgaged Property immediately prior to the Effective Time; and

WHEREAS, pursuant to Sections 13.02 and 14.01(a)(i) of the Indenture, the Company has succeeded to, and has been substituted for, and may exercise every right and power of, IP under the Indenture with the same effect as if the Company had been named the “Company” in the Indenture; and

WHEREAS, pursuant to Section 14.01(a) of the Indenture, the Company and the Trustee executed 59 Supplemental Indentures dated as of January 15, 2011 subjecting to the Lien of the Indenture certain real property that was owned by CIPS immediately prior to the Merger; and

WHEREAS, pursuant to the terms and provisions of the Indenture there were created and authorized by supplemental indentures thereto bearing the following dates, respectively, the Mortgage Bonds of the series issued thereunder and respectively identified opposite such dates:

| <u>DATE OF SUPPLEMENTAL INDENTURE</u> | <u>IDENTIFICATION OF SERIES</u> | <u>CALLED</u> |
|---------------------------------------|---|---------------------------------|
| February 15, 1993 | 8% Series due 2023 (redeemed) | Bonds of the 2023 Series |
| March 15, 1993 | 6 1/8% Series due 2000 (paid at maturity) | Bonds of the 2000 Series |
| March 15, 1993 | 6 3/4% Series due 2005 (paid at maturity) | Bonds of the 2005 Series |
| July 15, 1993 | 7 1/2% Series due 2025 (redeemed) | Bonds of the 2025 Series |
| August 1, 1993 | 6 1/2% Series due 2003 (paid at maturity) | Bonds of the 2003 Series |
| October 15, 1993 | 5 5/8% Series due 2000 (paid at maturity) | Bonds of the Second 2000 Series |

| <u>DATE OF SUPPLEMENTAL INDENTURE</u> | <u>IDENTIFICATION OF SERIES</u> | <u>CALLED</u> |
|---------------------------------------|--|---|
| November 1, 1993 | Pollution Control Series M (redeemed) | Bonds of the Pollution Control Series M |
| November 1, 1993 | Pollution Control Series N (redeemed) | Bonds of the Pollution Control Series N |
| November 1, 1993 | Pollution Control Series O (redeemed) | Bonds of the Pollution Control Series O |
| April 1, 1997 | Pollution Control Series P (retired) | Bonds of the Pollution Control Series P |
| April 1, 1997 | Pollution Control Series Q (retired) | Bonds of the Pollution Control Series Q |
| April 1, 1997 | Pollution Control Series R (retired) | Bonds of the Pollution Control Series R |
| March 1, 1998 | Pollution Control Series S | Bonds of the Pollution Control Series S |
| March 1, 1998 | Pollution Control Series T | Bonds of the Pollution Control Series T |
| July 15, 1998 | 6 1/4% Series due 2002 (paid at maturity) | Bonds of the 2002 Series |
| September 15, 1998 | 6% Series due 2003 (paid at maturity) | Bonds of the Second 2003 Series |
| June 15, 1999 | 7.50% Series due 2009 (paid at maturity) | Bonds of the 2009 Series |
| July 15, 1999 | Pollution Control Series U | Bonds of the Pollution Control Series U |
| July 15, 1999 | Pollution Control Series V (redeemed) | Bonds of the Pollution Control Series V |
| May 1, 2001 | Pollution Control Series W (retired) | Bonds of the Pollution Control Series W |
| May 1, 2001 | Pollution Control Series X (retired) | Bonds of the Pollution Control Series X |
| July 1, 2002 | 10 5/8% Series due 2007 (not issued) | Bonds of the 2007 Series |
| July 1, 2002 | 10 5/8% Series due 2012 (not issued) | Bonds of the 2012 Series |
| December 15, 2002 | 11.50% Series due 2010 (redeemed) | Bonds of the 2010 Series |
| June 1, 2006 | Mortgage Bonds, Senior Notes Series AA | Bonds of Series AA |
| August 1, 2006 | Mortgage Bonds, 2006 Credit Agreement Series Bonds (retired) | 2006 Credit Agreement Series Bonds |

| <u>DATE OF SUPPLEMENTAL INDENTURE</u> | <u>IDENTIFICATION OF SERIES</u> | <u>CALLED</u> |
|---------------------------------------|--|------------------------------------|
| March 1, 2007 | Mortgage Bonds, 2007 Credit Agreement Series Bonds (retired) | 2007 Credit Agreement Series Bonds |
| November 15, 2007 | Mortgage Bonds, Senior Notes Series BB | Bonds of Series BB |
| April 1, 2008 | Mortgage Bonds, Senior Notes Series CC | Bonds of Series CC |
| October 1, 2008 | Mortgage Bonds, Senior Notes Series DD | Bonds of Series DD |
| June 15, 2009 | Mortgage Bonds, 2009 Credit Agreement Series Bonds (retired) | 2009 Credit Agreement Series Bonds |
| October 1, 2010 | Mortgage Bonds, Senior Notes Series CIPS-AA | Series CIPS-AA Mortgage Bonds |
| October 1, 2010 | Mortgage Bonds, Senior Notes Series CIPS-BB (retired) | Series CIPS-BB Mortgage Bonds |
| October 1, 2010 | Mortgage Bonds, Senior Notes Series CIPS-CC | Series CIPS-CC Mortgage Bonds |

and

WHEREAS, a supplemental indenture with respect to the Bonds of the 2007 Series and the Bonds of the 2012 Series listed above was executed and filed but such Bonds of the 2007 Series and Bonds of the 2012 Series were never issued and a release with respect to such supplemental indenture was subsequently executed and filed; and

WHEREAS, pursuant to Section 14.01(a) of the Indenture, the Company elects to subject to the Lien of the Indenture certain franchises, permits, licenses, easements and rights of way; and

WHEREAS, the Company desires to create a new series of Bonds to be issued under the Indenture to be known as “First Mortgage Bonds, Senior Notes Series EE” (the “Series EE Mortgage Bonds”); and

WHEREAS, the Company (as successor to IP) has entered into an Indenture dated as of June 1, 2006 (as amended and supplemented, the “Senior Note Indenture”) with The Bank of New York Mellon Trust Company, N.A., as trustee (the “Senior Note Trustee”), providing for the issuance from time to time of senior notes thereunder; and

WHEREAS, the Company desires by this Supplemental Indenture to issue to the Senior Note Trustee the Series EE Mortgage Bonds as security for \$400,000,000 aggregate principal amount of the Company’s 2.70% Senior Secured Notes due 2022 (the “Senior Notes”) to be issued under the Senior Note Indenture; and

WHEREAS, the Company, in the exercise of the powers and authority conferred upon and reserved to it under the provisions of the Indenture, and pursuant to appropriate resolutions of the Board of Directors, has duly resolved and determined to make, execute and deliver to the Trustee this Supplemental Indenture in the form hereof for the purposes herein provided; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument have been done, performed and fulfilled and the execution and delivery hereof have been in all respects duly authorized;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH:

THAT to secure the payment of the principal of, premium, if any, and interest on all Bonds issued and Outstanding under the Indenture when payable in accordance with the provisions thereof and hereof, and to secure the performance by the Company of, and its compliance with, the covenants and conditions of the Indenture, and in consideration of the premises and of One Dollar paid to the Company by the Trustee and pursuant to Section 14.01 of the Indenture, the Company does hereby grant, bargain, sell, release, convey, quitclaim, assign, transfer, mortgage, pledge, set over and confirm unto the Trustee, and to its successors in trust and to its assigns, to the extent not already included in the Mortgaged Property, all of the Company's franchises, permits, licenses, easements and rights of way that were owned by CIPS immediately prior to the Effective Time and are transferable and necessary for the operation and maintenance of the Mortgaged Property, which shall be and are as fully granted and conveyed by the Indenture and as fully embraced within the Lien of the Indenture as if such property, rights and interests in property were now owned by the Company and were specifically described herein and conveyed hereby; the Company expressly reserves the right, at any time and from time to time, by one or more supplemental indentures, to subject to the Lien and operation of the Indenture any part or all of the Excepted Property upon such terms and conditions and subject to such restrictions, limitations and reservations as may be set for in such supplemental indenture or indentures; together with all other property of whatever kind and nature subjected to or intended to be subjected to the Lien of the Indenture by any of the terms and provisions thereof.

TO HAVE AND TO HOLD all such properties, rights and interests in property granted, bargained, sold, warranted, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed or in which a security interest has been granted by the Company in the Indenture or intended or agreed to be so granted, together with all the appurtenances thereto, unto the Trustee and its successors and assigns forever,

SUBJECT, HOWEVER, to Permitted Liens and to Liens which have been granted by the Company to other Persons prior to the date of the execution and delivery of this Supplemental Indenture, and subject also, as to any property hereafter acquired by the Company, to vendors' Liens, purchase money mortgages and other Liens thereon at the time of the acquisition thereof (including, but not limited to the Lien of any Prior Mortgage), it being understood that with respect to any of such property which is now or hereafter becomes subject to the Lien of any Prior Mortgage, the Lien of the Indenture shall at all times be junior and subordinate to the Lien of such Prior Mortgage;

BUT IN TRUST, NEVERTHELESS, for the equal and proportionate benefit and security of all present and future holders of the Bonds and any coupons issued and to be issued thereunder and secured by the Lien of the Indenture, and to secure the payment of the principal of, premium, if any, and interest on the Bonds issued and Outstanding under the Indenture when payable in accordance with the provisions thereof and hereof, and to secure the performance of the Company, of, and its compliance with, the covenants and conditions of the Indenture without any preference, priority or distinction of any one Bond over any other Bond by reason of priority in the issue or negotiation thereof or otherwise.

PROVIDED, HOWEVER, that if, after the right, title and interest of the Trustee in and to the Mortgaged Property shall have ceased and become void in accordance with Article Nine, then and in that case the Indenture and the estate and rights thereby granted shall cease, terminate and be void, and the Trustee shall cancel and discharge the Indenture and execute and deliver to the Company such instruments as the Company shall require to evidence the discharge thereof; otherwise the Indenture shall be and remain in full force and effect; and

IT IS HEREBY COVENANTED AND AGREED, by and between the Company and the Trustee, that all Bonds and coupons, if any, are to be authenticated, delivered and issued, and that all Mortgaged Property is to be held, subject to the further covenants, conditions, uses and trusts in the Indenture set forth, and the Company, for itself and its successor and assigns, hereby covenants and agrees to and with the Trustee and its successors in trust under the Indenture, for the benefit of those who shall hold Bonds, as follows:

ARTICLE I

DESCRIPTION OF THE SERIES EE MORTGAGE BONDS

Section 1. The Company hereby creates a new series of Bonds to be known as “First Mortgage Bonds, Senior Notes Series EE” (the “Series EE Mortgage Bonds”). The Series EE Mortgage Bonds shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Indenture, as supplemented and modified. The Series EE Mortgage Bonds shall be issued in the name of the Senior Note Trustee under the Senior Note Indenture to secure any and all of the Company’s obligations under the Senior Notes and any other series of senior notes from time to time outstanding under the Senior Note Indenture.

The Series EE Mortgage Bonds shall be dated as provided in Section 3.03 of Article Three of the Indenture. The Series EE Mortgage Bonds shall mature on September 1, 2022, shall accrue interest from the dates set forth in the Senior Notes and shall bear interest at the same rate of interest as the Senior Notes. Interest on the Series EE Mortgage Bonds is payable on the same dates as interest on the Senior Notes is paid, until the principal sum is paid in full.

Upon any payment of the principal of, premium, if any, and interest on, all or any portion of the Senior Notes, whether at maturity or prior to maturity by redemption or otherwise or upon provision for the payment thereof having been made in accordance with Section 5.01(a) of the Senior Note Indenture, the Series EE Mortgage Bonds in a principal amount equal to the principal amount of such Senior Notes shall, to the extent of such payment of principal, premium, if any, and interest, be deemed paid and the obligation of the Company thereunder to make such payment shall be discharged to such extent and, in the case of the payment of principal (and premium, if any), such Series EE Mortgage Bonds shall be surrendered to the Company for cancellation as provided in Section 4.08 of the Senior Note Indenture. The Trustee may at any time and all times conclusively assume that the obligation of the Company to make payments with respect to the principal of, premium, if any, and interest on the Senior Notes, so far as such payments at the time have become due, has been fully satisfied and discharged pursuant to the foregoing sentence unless and until the Trustee shall have received a written notice from the Senior Note Trustee signed by one of its officers stating (i) the timely payment of principal, or premium, if any, or interest on, the Senior Notes has not been made, (ii) that the Company is in arrears as to the payments required to be made by it to the Senior Note Trustee pursuant to the Senior Note Indenture, and (iii) the amount of the arrearage.

Section 2. The Series EE Mortgage Bonds and the Trustee's Certificate of Authentication shall be substantially in the following forms respectively:

[FORM OF FACE OF BOND]

NOTWITHSTANDING ANY PROVISIONS HEREOF OR IN THE INDENTURE THIS BOND IS NOT ASSIGNABLE OR TRANSFERABLE EXCEPT AS PERMITTED BY SECTION 4.04 OF THE INDENTURE DATED AS OF JUNE 1, 2006, AS AMENDED AND SUPPLEMENTED, BETWEEN AMEREN ILLINOIS COMPANY AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE

AMEREN ILLINOIS COMPANY

(Incorporated under the laws of the State of Illinois)

Illinois Commerce Commission
Identification No.: Ill. C.C. _____

FIRST MORTGAGE BOND, SENIOR NOTES SERIES EE

No. _____ \$ _____

AMEREN ILLINOIS COMPANY, a corporation organized and existing under the laws of the State of Illinois (the "Company"), which term shall include any Successor Corporation as defined in the Indenture hereinafter referred to, for value received, hereby promises to pay to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Senior Note Trustee") under the Indenture dated as of June 1, 2006 (as amended and supplemented, the "Senior Note Indenture"), relating to the Company's 2.70% Senior Secured Notes due 2022 (the "Senior Notes") in the aggregate principal amount of \$ _____, between the Company and the Senior Note Trustee, or registered assigns, the principal sum of \$ _____ on September 1, 2022, in any coin or currency of the United States of America, which at the time of payment is legal tender for public and private debts, and to pay interest thereon in like coin or currency from the date of issuance (and thereafter from the dates set forth in the Senior Notes), and at the same rate of interest as the Senior Notes. Interest on overdue principal, premium, if any, and, to the extent permitted by law, on overdue interest, shall be payable at the interest rate payable on the Senior Notes. Interest on this Mortgage Bond is payable on the same dates as interest on the Senior Notes is paid, until the principal sum of this Mortgage Bond is paid in full. Pursuant to Article IV of the Senior Note Indenture, this Mortgage Bond is issued to the Senior Note Trustee to secure any and all obligations of the Company under the Senior Notes and any other series of senior notes from time to time outstanding under the Senior Note Indenture. Payment of principal of, or premium, if any, or interest on, the Senior Notes shall constitute payments on this Mortgage Bond as further provided herein and in the Supplemental Indenture of August 1, 2012 (as hereinafter defined) pursuant to which this Mortgage Bond has been issued. Both the principal of, premium, if any, and the interest on, this Mortgage Bond are payable at the office of the Senior Note Trustee.

Upon any payment of the principal of, premium, if any, and interest on, all or any portion of the Senior Notes, whether at maturity or prior to maturity by redemption or otherwise or upon provision for the payment thereof having been made in accordance with Section 5.01(a) of the Senior Note Indenture, a principal amount of this Mortgage Bond equal to the principal amount of such Senior Notes shall, to the extent of such payment of principal, premium, if any, and interest, be deemed paid and the obligation of the Company thereunder to make such payment shall be discharged to such extent and, in the case of the payment of principal (and premium, if any), such Mortgage Bonds shall be surrendered to the Company for cancellation as provided in Section 4.08 of the Senior Note Indenture. The Trustee (as hereinafter defined) may at any time and all times conclusively assume that the obligation of the Company to make payments with respect to the principal of, premium, if any, and interest on, the Senior Notes, so far as such payments at the time have become due, has been fully satisfied and discharged pursuant to the foregoing sentence unless and until the Trustee shall have received a written notice from the Senior Note Trustee signed by one of its officers stating (i) that timely payment of principal of, premium, if any, or interest on, the Senior Notes has not been made, (ii) that the Company is in arrears as to the payments required to be made by it to the Senior Note Trustee pursuant to the Senior Note Indenture, and (iii) the amount of the arrearage.

For purposes of Section 4.09 of the Senior Note Indenture, this Mortgage Bond shall be deemed to be the "Related Series of Senior Note Mortgage Bonds" in respect of the Senior Notes.

This Mortgage Bond shall not be entitled to any benefit under the Indenture or any indenture supplemental thereto, or become valid or obligatory for any purpose, until the form of certificate endorsed hereon shall have been signed by or on behalf of The Bank of New York Mellon Trust Company, N.A., as successor trustee to Harris Trust and Savings Bank, the Trustee under the Indenture, or a successor trustee thereto under the Indenture (the "Trustee").

The provisions of this Mortgage Bond are continued on the reverse hereof and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

IN WITNESS WHEREOF, Ameren Illinois Company has caused this Mortgage Bond to be signed (manually or by facsimile signature) in its name by an Authorized Executive Officer, as defined in the aforesaid Indenture, and attested (manually or by facsimile signature) by an Authorized Executive Officer, as defined in such Indenture on the date hereof.

Dated:

AMEREN ILLINOIS COMPANY

By: _____
AUTHORIZED EXECUTIVE OFFICER

ATTEST:

By: _____
AUTHORIZED EXECUTIVE OFFICER

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This is one of the Mortgage Bonds of the series designated therein referred to in the within mentioned Indenture and the Supplemental Indenture dated as of August 1, 2012.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

as successor trustee to
Harris Trust and Savings Bank,
TRUSTEE,

By: _____
AUTHORIZED SIGNATORY

[FORM OF REVERSE OF BOND]

This Mortgage Bond is one of a duly authorized issue of Mortgage Bonds of the Company (the “Mortgage Bonds”) in unlimited aggregate principal amount, of the series hereinafter specified, all issued and to be issued under and equally secured by the General Mortgage Indenture and Deed of Trust (as amended and supplemented, the “Indenture”), dated as of November 1, 1992, executed by the Company (as successor to Illinois Power Company) to The Bank of New York Mellon Trust Company, N.A., as successor trustee to Harris Trust and Savings Bank (the “Trustee”) to which Indenture reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the rights of registered owners of the Mortgage Bonds and of the Trustee in respect thereof, and the terms and conditions upon which the Mortgage Bonds are, and are to be, secured. The Mortgage Bonds may be issued in series, for various principal sums, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture. This Mortgage Bond is one of a series designated as the Series EE Mortgage Bonds of the Company, unlimited in aggregate principal amount, issued under and secured by the Indenture and described in the Supplemental Indenture dated as of August 1, 2012 (the “Supplemental Indenture of August 1, 2012”), between the Company and the Trustee, supplemental to the Indenture.

This Series EE Mortgage Bond is subject to redemption in accordance with the terms of Article II of the Supplemental Indenture of August 1, 2012.

This Mortgage Bond shall be governed by and construed in accordance with the laws of the State of Illinois, except to the extent that the law of any other jurisdiction shall be mandatorily applicable.

In case an Event of Default, as defined in the Indenture, shall occur, the principal of all Mortgage Bonds at any such time outstanding under the Indenture may be declared or may become due and payable, upon the conditions and in the manner and with the effect provided in the Indenture. The Indenture provides that such declaration may be rescinded under certain circumstances.

ARTICLE II

REDEMPTION

Section 1. The Series EE Mortgage Bonds are not redeemable except on the date, in the principal amount and for the redemption price that correspond to the redemption date for, the principal amount to be redeemed of, and the redemption price for, the Senior Notes, and except as set forth in Section 2 of this Article.

In the event that the Company redeems any Senior Notes prior to maturity in accordance with the provisions of the Senior Note Indenture, the Senior Note Trustee shall on the same date deliver to the Company the Series EE Mortgage Bonds in principal amount corresponding to the Senior Notes so redeemed, as provided in Section 4.08 of the Senior Note Indenture. The Company agrees to give the Trustee notice of any such redemption of the Senior Notes on or before the date fixed for any such redemption.

Section 2. Upon the occurrence of an Event of Default under the Senior Note Indenture (as defined therein) and the acceleration of the Senior Notes, the Series EE Mortgage Bonds shall be redeemable in whole upon receipt by the Trustee (with a copy to the Company) of a written demand (hereinafter called a “EE Redemption Demand”) from the Senior Note Trustee stating that there has occurred under the Senior Note Indenture both an Event of Default and a declaration of acceleration of payment of principal, accrued interest and premium, if any, on the Senior Notes specifying the last date to which interest on such Senior Notes has been paid (such date being hereinafter referred to as the “EE Initial Interest Accrual Date”) and demanding redemption of the Series EE Mortgage Bonds. The Company waives any right it may have to prior notice of such redemption under the Indenture. Upon surrender of the Series EE Mortgage Bonds by the Senior Note Trustee to the Trustee, the Series EE Mortgage Bonds shall be redeemed at a redemption price equal to the principal amount thereof plus accrued interest thereon from the EE Initial Interest Accrual Date to the redemption date; provided, however, that in the event of a rescission or annulment of acceleration of the Senior Notes pursuant to the last paragraph of Section 8.01(a) of the Senior Note Indenture, then any EE Redemption Demand shall thereby be deemed to be rescinded by the Senior Note Trustee although no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

ARTICLE III

ISSUE OF THE SERIES EE MORTGAGE BONDS

Section 1. The Company hereby exercises the right to obtain the authentication of \$400,000,000 principal amount of additional Bonds pursuant to the terms of Section 4.04 of the Indenture, all of which shall be Series EE Mortgage Bonds. The principal amount of the Series EE Mortgage Bonds outstanding from time to time shall always be equal to the principal amount of the Senior Notes which are outstanding from time to time under the Senior Note Indenture and to the extent the Senior Note Trustee holds Series EE Mortgage Bonds in excess of such principal amount, such Series EE Mortgage Bonds shall be deemed cancelled and retired and no longer outstanding under the Indenture.

Section 2. Such Series EE Mortgage Bonds may be authenticated and delivered prior to the filing for recordation of this Supplemental Indenture.

Section 3. For purposes of Section 4.09 of the Senior Note Indenture, the Series EE Mortgage Bonds shall be deemed to be the "Related Series of Senior Notes Mortgage Bonds" in respect of the Senior Notes.

ARTICLE IV

THE TRUSTEE

The Trustee hereby accepts the trusts hereby declared and provided, and agrees to perform the same upon the terms and conditions in the Indenture set forth and upon the following terms and conditions:

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. In general, each and every term and condition contained in Article Eleven of the Indenture shall apply to this Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Supplemental Indenture.

ARTICLE V

MISCELLANEOUS PROVISIONS

Except as otherwise defined herein, capitalized terms defined in the Indenture are used herein as therein defined. This Supplemental Indenture may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original; but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, said Ameren Illinois Company has caused this Supplemental Indenture to be executed on its behalf by an Authorized Executive Officer as defined in the Indenture, and its corporate seal to be hereto affixed and said seal and this Supplemental Indenture to be attested by an Authorized Executive Officer as defined in the Indenture; and said The Bank of New York Mellon Trust Company, N.A., as successor trustee to Harris Trust and Savings Bank, in evidence of its acceptance of the trust hereby created, has caused this Supplemental Indenture to be executed on its behalf by one of its Vice Presidents and this Supplemental Indenture to be attested by its Secretary or one of its Vice Presidents; all as of August 1, 2012.

AMEREN ILLINOIS COMPANY

(CORPORATE SEAL)

By: /s/ Jerre E. Birdsong
Name: Jerre E. Birdsong
Title: Vice President and Treasurer

ATTEST:

By: /s/ Craig W. Stensland
Name: Craig W. Stensland
Title: Assistant Secretary

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
successor trustee to
Harris Trust and Savings Bank,
TRUSTEE,

By: /s/ Richard Tarnas
Name: Richard Tarnas
Title: Vice President

ATTEST:

By: /s/ Linda Garcia
Name: Linda Garcia
Title: Vice President

STATE OF MISSOURI)
 ss.
CITY OF ST. LOUIS)

BE IT REMEMBERED, that on this 10th day of August, 2012, before me, the undersigned, a Notary Public within and for the City and State aforesaid, personally came Jerre E. Birdsong, Vice President and Treasurer and Craig W. Stensland, Assistant Secretary, of Ameren Illinois Company, a corporation duly organized, incorporated and existing under the laws of the State of Illinois, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the within instrument of writing, and such persons duly acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such officers and as the free and voluntary act of said Ameren Illinois Company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

 /s/ Lynn M. Smith
 NOTARY PUBLIC

My Commission Expires on 09/28/2014
(NOTARIAL SEAL)

Lynn M. Smith
Notary Public – Notary Seal
STATE OF MISSOURI
Commission for St. Louis City
My Commission Expires Sept. 28, 2014
Commission #10402618

STATE OF ILLINOIS)
 ss.
CITY OF COOK)

BE IT REMEMBERED, that on this 9th day of August, 2012, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally came Richard Tarnas, Vice President and Linda Garcia, Vice President, of The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized, incorporated and existing under the laws of the United States, who are personally known to me to be the same persons who executed as such officers the within instrument of writing, and such persons duly acknowledged that they signed and delivered the said instrument as their free and voluntary act as such Vice President and Vice President, and as the free and voluntary act of said The Bank of New York Mellon Trust Company, N.A. for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

/s/ Danita S. George
NOTARY PUBLIC, COOK COUNTY, ILLINOIS

My Commission Expires on 11/9/2013
(NOTARIAL SEAL)

Danita S. George
Notary Public
STATE OF ILLINOIS
My Commission Expires November 9, 2013



August 20, 2012

Ameren Illinois Company
300 Liberty Street
Peoria, Illinois 61602

Ladies and Gentlemen:

I am an Associate General Counsel of Ameren Services Company, an affiliate of Ameren Illinois Company, an Illinois corporation (the "Company"). The Company has filed with the Securities and Exchange Commission (the "Commission") a Registration Statement on Form S-3 (Registration No. 333-182258-01) (the "Registration Statement") under the Securities Act of 1933 (the "Securities Act") with respect to an indeterminate amount of securities, which became effective on June 21, 2012. On August 20, 2012, the Company issued and sold \$400,000,000 aggregate principal amount of its 2.70% Senior Secured Notes due 2022 (the "Notes") under an indenture dated as of June 1, 2006, between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee (as amended and supplemented, the "Indenture").

In connection with the issuance and sale of the Notes by the Company, I have reviewed originals (or copies certified or otherwise identified to my satisfaction) of (1) the Registration Statement; (2) a prospectus dated June 21, 2012 (the "Base Prospectus") forming a part of the Registration Statement, as supplemented by a prospectus supplement dated August 13, 2012 (the "Prospectus Supplement") relating to the Notes, both such Base Prospectus and Prospectus Supplement filed pursuant to Rule 424 under the Securities Act; (3) the Restated Articles of Incorporation and ByLaws, as amended, of the Company, each as in effect on the date hereof; (4) the Indenture; (5) a specimen of the Notes; and (6) corporate and other documents, records and papers and certificates of public officials. In connection with such review, I have assumed the genuineness of all signatures, the legal capacity of natural persons, the conformity to the originals of the documents submitted to us as certified or photostatic copies, the authenticity of the originals of such documents and all documents submitted to us as originals and the correctness of all statements of fact contained in such original documents.

On the basis of such review, I am of the opinion that the Notes are the valid and legally binding obligations of the Company, except as may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally, to general equitable principles (whether considered in a proceeding in equity or at law) and to concepts of materiality, reasonableness, good faith and fair dealing and the discretion of the court before which any proceeding therefor is brought.

This opinion is limited to the laws of the States of Illinois and New York and the federal laws of the United States insofar as they bear on the matters covered hereby. As to all matters of New York law, I have relied, with your consent, upon an opinion letter dated as of the date hereof of Morgan, Lewis & Bockius LLP, New York, New York. As to all matters of Illinois law, Morgan, Lewis & Bockius LLP is authorized to rely upon this opinion as if it were addressed to it.

I hereby consent to the reference to me under the heading "Legal Matters" in each of the Base Prospectus and the Prospectus Supplement and to the filing of this opinion as an exhibit to the Company's Current Report on Form 8-K to be filed on or about August 20, 2012, which is deemed to be incorporated by reference in the Registration Statement. In giving the foregoing consents, I do not thereby admit that I am within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Craig W. Stensland

Craig W. Stensland
Associate General Counsel
Ameren Services Company

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, NY 10178-0600
Tel. 212.309.6000
Fax: 212.309.6001
www.morganlewis.com

Morgan Lewis
C O U N S E L O R S A T L A W

August 20, 2012

Ameren Illinois Company
300 Liberty Street
Peoria, Illinois 61602

Ladies and Gentlemen:

Ameren Illinois Company, an Illinois corporation (the "Company"), has filed with the Securities and Exchange Commission (the "Commission") a Registration Statement on Form S-3 (Registration No. 333-182258-01) (the "Registration Statement") under the Securities Act of 1933 (the "Securities Act") with respect to an indeterminate amount of securities, which became effective on June 21, 2012. On August 20, 2012, the Company issued and sold \$400,000,000 of its 2.70% Senior Secured Notes due 2022 (the "Notes") under an indenture dated as of June 1, 2006, between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee (as amended and supplemented, the "Indenture").

In connection with the issuance and sale of the Notes by the Company, we have reviewed originals (or copies certified or otherwise identified to our satisfaction) of (1) the Registration Statement; (2) a prospectus dated June 21, 2012 (the "Base Prospectus") forming a part of the Registration Statement, as supplemented by a prospectus supplement dated August 13, 2012 (the "Prospectus Supplement") relating to the Notes, both such Base Prospectus and Prospectus Supplement filed pursuant to Rule 424 under the Securities Act; (3) the Restated Articles of Incorporation and ByLaws, as amended, of the Company, each as in effect on the date hereof; (4) the Indenture; (5) a specimen of the Notes; and (6) corporate and other documents, records and papers and certificates of public officials. In connection with such review, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the conformity to the originals of the documents submitted to us as certified or photostatic copies, the authenticity of the originals of such documents and all documents submitted to us as originals and the correctness of all statements of fact contained in such original documents. We have relied upon a certificate of the Trustee as to the authentication and delivery of the Notes under the Indenture.

On the basis of such review, we are of the opinion that the Notes are the valid and legally binding obligations of the Company, except as may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally, to general equitable principles (whether considered in a proceeding in equity or at law) and to concepts of materiality, reasonableness, good faith and fair dealing and the discretion of the court before which any proceeding therefor is brought.

This opinion is limited to the laws of the States of New York and Illinois and the federal laws of the United States insofar as they bear on the matters covered hereby. We have relied,

Almaty Beijing Boston Brussels Chicago Dallas Frankfurt Harrisburg Houston Irvine London Los Angeles Miami
Moscow New York Palo Alto Paris Philadelphia Pittsburgh Princeton San Francisco Tokyo Washington Wilmington

Ameren Illinois Company
August 20, 2012
Page 2

with your consent, upon an opinion letter dated as of the date hereof of Craig W. Stensland, Esq., an Associate General Counsel of Ameren Services Company, an affiliate of the Company, with respect to the due authorization, execution and delivery of the Notes by the Company. As to all matters of New York law, Mr. Stensland is authorized to rely upon this opinion as if it were addressed to him.

We hereby consent to the reference to us under the heading "Legal Matters" in the Prospectus Supplement and to the filing of this opinion as an exhibit to the Company's Current Report on Form 8-K to be filed on or about August 20, 2012, which is deemed to be incorporated by reference in the Registration Statement. In giving the foregoing consents, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Morgan, Lewis & Bockius LLP

MORGAN, LEWIS & BOCKIUS LLP