

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Ameren Illinois Company)
d/b/a Ameren Illinois)
) Docket No. 13-0597
Petition pursuant to Section 6-102 of the)
Illinois Public Utilities Act for an Order)
Authorizing Entry of an \$800,000,000)
Revolving Credit Agreement.)

SECOND REPORT

To the Illinois Commerce Commission,

The undersigned, Ameren Illinois Company d/b/a Ameren Illinois (hereinafter the “Company”), in accordance with the requirements of Paragraph 7 of the Order entered by the Illinois Commerce Commission (the “Commission”) on March 5, 2014, in the above captioned case, hereby submits its Second Report (for matters through June 30, 2014) as follows:

On November 14, 2012, the Company, which is the surviving entity of the merger of Central Illinois Light Company and Illinois Power Company with and into Central Illinois Public Service Company (whose name was subsequently changed to Ameren Illinois Company d/b/a Ameren Illinois), entered into a credit agreement (the “2012 Credit Agreement”) pursuant to which it is authorized to make borrowings and obtain letters of credit. The Company's parent, Ameren Corporation (“Ameren”) is the only other borrower under the 2012 Credit Agreement. The Company's outstanding borrowings under the 2012 Credit Agreement may not exceed \$800,000,000 at any time. The obligations of the Company and Ameren will be several, and not joint. The Company will not have any liability for paying obligations of Ameren under the 2012 Credit Agreement and a default by Ameren will not constitute a default by the Company. No borrowings shall be made after November 14, 2017 (the “Commitment Termination Date”).

The proceeds received by the Company from its borrowings under the 2012 Credit Agreement will be used to temporarily finance construction or improvement of or additions to the Company's facilities needed to provide safe, adequate and reliable electric or gas utility service, for working capital, to refinance other existing indebtedness and for other corporate purposes.

Contemporaneously with the effectiveness of the 2012 Credit Agreement, on November 14, 2012, the Company terminated the 2010 Credit Agreement (Docket No. 10-0734). The Company is no longer authorized to borrow under the 2010 Credit Agreement.

During the quarter ended June 30, 2014, the Company made no new borrowings under the 2012 Credit Agreement.

Expenses incurred in connection with the 2012 Credit Agreement and related transactions thru June 30, 2014, were as follows:

<u>Description</u>	Expenses for the quarter ended June 30, 2014	Total expenses Through June 30, 2014
Illinois Commerce Commission Fee	\$ 0.00	\$ 1,920,000.00
JP Chase Morgan Bank	353,888.89	6,035,681.67
Bank of America	0.00	76,200.00
RBS Securities	0.00	76,200.00
Bank Meeting Expenses	0.00	8,195.63
Jones Day – legal fees (Company counsel)	<u>\$ 0.00</u>	<u>\$ 76,598.76</u>
 Total	 <u>\$ 353,888.89</u>	 <u>\$ 8,192,876.06</u>

Dated: September 3, 2014

AMEREN ILLINOIS COMPANY
d/b/a/ Ameren Illinois

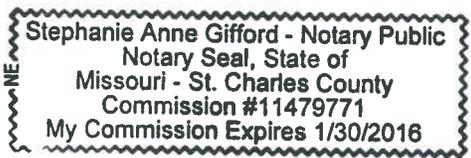
By: 
RYAN J. MARTIN
Assistant Vice President & Treasurer
Ameren Illinois Company

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

On this 29 day of August, 2014, before me appeared RYAN J. MARTIN, to me personally known, who, being by me duly sworn, did say that he is Assistant Vice President & Treasurer of AMEREN ILLINOIS COMPANY d/b/a Ameren Illinois, an Illinois corporation, and that he has read the above *Second Report* and the contents are true and correct to the best of his knowledge, information and belief.


RYAN J. MARTIN

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

 Stephanie Anne Gifford - Notary Public
Notary Seal, State of
Missouri - St. Charles County
Commission #11479771
My Commission Expires 1/30/2016


NOTARY PUBLIC