CONFIRMATION AGREEMENT
Between
[Winning Bidder]
and
Ameren Illinois Company d/b/a Ameren Illinois

This Confirmation Agreement is entered into this ____ day of, ~~April~~May 2011 (the "Date of Execution") between **[Winning Bidder ("Winning Bidder" or "Party A")]** and **Ameren Illinois Company d/b/a Ameren Illinois ("Ameren Illinois" or "Party B")** each individually a "Party" and collectively the "Parties"). Unless otherwise defined, capitalized terms used herein have the meanings ascribed to such terms by the Midwest Independent Transmission System Operator, Inc. ("MISO") under (i) its Open Access Transmission, Energy and Operating Reserve Markets Tariff ("ASM Tariff") on file with the Federal Energy Regulatory Commission ("FERC"), as may be amended from time to time; and (ii) the MISO Business Practice Manuals, as the same may be amended ("MISO Manuals" or collectively with the ASM Tariff referred to as the "MISO Documents"). In the event of any inconsistency in the MISO Documents, the ASM Tariff shall prevail.

The Parties agree and acknowledge that this Confirmation Agreement is a Fixed Price Customer Supply Contract, as defined below.

Now, therefore, in consideration of and subject to the mutual covenants contained herein, it is agreed:

The "Commercial Terms" of this Confirmation Agreement are as follows:

Term:	As of the date of execution of this Confirmation Agreement and through the end of the ~~month of June 2011.~~last Compliance Month for which the Contract Quantity is greater than zero.
Buyer:	Party B
Seller:	Party A
Product:	"Planning Resource Credits" ("PRC") as such term is defined in the MISO Documents. The PRCs delivered under this Confirmation Agreement shall be usable to satisfy the MISO Resource Adequacy Requirements ("RAR") of Buyer. PRCs must be, with regard to the Planning Resources applicable to such PRCs, deliverable to the AMIL Local Balancing Authority area**,** but can include Aggregate PRCs, Local PRCs, and External PRCs, including any PRCs properly generated from Demand Response Resources ("DRR") and/or PRCs properly generated from Load Modifying Resources ("LMR") pursuant to the MISO RAR. Additionally, Seller must be able to transfer the PRC to Buyer using the Module E Capacity Tracking tool, or any successor system ("MECT").

The Parties understand and agree that Party B has entered into this agreement with the intent to satisfy a portion of its resource adequacy requirements within the future periods shown in Table A. To the extent that in the future Party B's resource adequacy requirement requires something other than PRCs to satisfy the requirement, the Parties agree to use good faith efforts to amend this Confirmation Agreement to give effect to the original intentions of the Parties regarding the appropriate allocation of benefits and burden to each Party.

Contract Quantity and Contract Price:

The quantity of PRCs for ~~the~~each calendar month ~~of June 2011~~described in Table A and the Contract Price(s) associated therewith shall be as follows:

Table A

Compliance Month and Planning Year	Contract Quantity (# of PRCs)	Contract Price ($ per PRC)	Monthly Payment ($)
2011/2012 Planning Year			
~~June~~July 2011	0.0	0.00	0.00
August 2011	0.0	0.00	0.00
September 2011	0.0	0.00	0.00
October 2011	0.0	0.00	0.00
November 2011	0.0	0.00	0.00
December 2011	0.0	0.00	0.00
January 2012	0.0	0.00	0.00
February 2012	0.0	0.00	0.00
March 2012	0.0	0.00	0.00
April 2012	0.0	0.00	0.00
May 2012	0.0	0.00	0.00

[Note that if a supplier wins multiple blocks of a single Compliance Month with different prices, a single Contract Quantity will be used for the entire quantity with a fixed price which is the load weighted average of the individual prices rounded to the nearest $0.01]

1. Performance, Title & Delivery~~.~~:

(a) Seller shall sell and deliver, or cause to be delivered, and Buyer shall purchase and receive, or cause to be received, Product, subject to the provisions of this Confirmation Agreement. Seller shall be responsible for the proper registration in MISO of the Planning Resource(s) from which the Product originates. Seller shall also be obligated to meet and perform, or cause a third party to meet and perform, all of the obligations of the MISO Documents associated with such Planning Resource(s) and for any costs or charges imposed on or liabilities associated with such obligations or Seller's failure to meet and perform such

obligations. Seller warrants good and marketable title to the Product delivered hereunder and agrees to indemnify and hold harmless Buyer from all claims, liabilities, taxes, and damages arising in relation or respect to the Product prior to delivery of the Product to Buyer. Buyer agrees to indemnify and hold harmless Seller from all claims, liabilities, taxes, and damages arising in relation or respect to the Product after delivery of the Product to Buyer except with respect to any costs or charges imposed on or liabilities associated with Seller's performance of all obligations of the MISO Documents associated with such Planning Resource(s) or Seller's failure to meet and perform such obligations.

(b) Seller shall accomplish delivery of the Contract Quantity specified in Table A by submitting the appropriate transaction(s) in MECT to electronically assign such Contract Quantity to Buyer and ensuring that sufficient PRCs are available in Seller's MECT account to allow Buyer to confirm the PRC transaction. Buyer shall accomplish receipt of such Contract Quantity by confirming the appropriate transaction(s) submitted by Seller in the MECT. Delivery of such Contract Quantity may be accomplished by other means upon mutual agreement of the Parties.

Seller shall accomplish delivery of the Contract Quantity by submitting the appropriate transaction(s) in the MECT and ensuring that sufficient PRCs are available in Seller's MECT account to allow Buyer to confirm the PRC transaction as soon as practicable, but no later than 12:00 p.m.(noon) Central Prevailing Time on ~~April 20, 2011 (~~May 20, 2011 for July PRCs and 12:00 p.m. (noon) Central Prevailing Time on May 25, 2011 for all remaining months (both dates being a "Delivery Deadline") and giving prompt written notice to Buyer of such submittal. Buyer shall accomplish receipt of such Contract Quantity by confirming the appropriate transaction(s) in the MECT as soon as practicable, but no later than ten (10) Business Days after the relevant Delivery Deadline (both dates being a "Receipt Deadline"). The submitting and confirming of the appropriate transaction(s) in the MECT shall be conducted by the Parties in accordance with the requirements of the MISO Documents and other applicable rules adopted by the MISO regarding the MECT. Buyer shall have no obligation to accept delivery of any Product delivered after ~~the~~any applicable Delivery Deadline.

2. Liability for Non-Performance~~.~~

(a) Seller's Failure to Deliver. If Seller fails to deliver all or part of the Product specified ~~in Table A~~for each Delivery Deadline by the relevant Delivery Deadline and such failure is not excused by Buyer's failure to perform or by an event of Force Majeure, then Seller shall pay Buyer, within five (5) Business Days of invoice receipt, all Financial Settlement Charges and other penalties and/or charges assessed to Buyer (either directly or through contractual obligation) resulting directly from Seller's failure to deliver all or part of the Product. In addition, to the extent that Seller's failure to deliver all or part of the Product results in Buyer being assessed (i) Financial Settlement Charges and other penalties and/or charges for an amount of MW that is less than the Contract Quantity that Seller failed to deliver, or (ii) no Financial Settlement Charges and other penalties and/or charges for the Contract Quantity that Seller failed to deliver, then Buyer shall also be entitled to the positive difference, if any, obtained by subtracting the Contract Price from the Replacement Price and multiplying such positive difference, if any, by the portion of the Contract Quantity which Seller failed to

deliver and for which no Financial Settlement Charges and other penalties and/or charges are assessed to Buyer. "Replacement Price" means the price at which Buyer, acting in a commercially reasonable manner, purchases substitute or replacement Product for the Product not delivered by Seller, or absent any such substitute or replacement purchase, the market price for such quantity of substitute or replacement Product as determined by Buyer in a commercially reasonable manner. "Financial Settlement Charges" has the meaning given to it in the MISO Documents.

(b) Buyer's Failure to Receive. In the event that Buyer fails to receive all or part of the Product specified ~~in Table A~~for each Receipt Deadline by the relevant Receipt Deadline and such failure is not excused by Seller's failure to perform or by an event of Force Majeure, then Buyer shall pay Seller, within five (5) Business Days of invoice receipt, an amount equal to the positive difference, if any, obtained by subtracting the Sales Price from the Contract Price and multiplying such positive difference, if any, by the portion of the Contract Quantity which Buyer failed to receive; provided, however, that if Seller, after using commercially reasonable efforts, is unable to resell all or a portion of the Contract Quantity which Buyer failed to receive, the Sales Price with respect to such Contract Quantity that Seller is unable to resell shall be deemed to be equal to zero (0). "Sales Price" means the price at which Seller, acting in a commercially reasonable manner, resells the Product not received by Buyer or, absent a sale, the market price for such Product as determined by Seller in a commercially reasonable manner.

(c) Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Confirmation Agreement.

3. Billing and Payment.

~~Subject~~On a monthly basis, beginning in August 2011, subject to Seller making delivery pursuant to Section 2, Seller shall prepare and transmit to Buyer an invoice setting forth the Monthly Payment as contained in Table A (or a portion of the Monthly Payment if Seller fails to deliver the full Contract Quantity associated with the applicable Compliance Month as set forth in Table A) for the prior Compliance Month as set forth in Table A. The invoice will cover the Contract Quantity from the previous month. Buyer must receive the invoice on or before the tenth (10th) day of ~~July 2011.~~each month. On or before the twentieth (20th) day of ~~July 2011,~~each month, Buyer shall pay, by wire transfer, in accordance with the Notices Section hereof, the amount set forth on such statement that Buyer does not dispute (as provided below); provided, however, that if Buyer receives such statement after the tenth (10th) day of ~~July 2011,~~the month, Buyer shall make payment within ten (10) Business Days (as defined in this Section) of the day of receipt. Overdue payments shall accrue interest from, and including, the due date to, but excluding, the date of payment, at the Default Rate; provided, however, that the Default Rate shall never exceed the maximum rate permitted by applicable law. "Default Rate" means a rate per annum equal to one (1) percent over the per annum prime lending rate as may from time to time be published in the Wall Street Journal under "Money Rates." If Buyer, in good faith, disputes the accuracy of a statement, Buyer shall provide a written explanation of the basis for the dispute and pay the portion of such statement conceded to be correct, no later than the due date. If any amount withheld under

dispute by Buyer is ultimately determined to be due to Seller, it shall be paid within ten (10) days of such determination, along with interest accrued at the Default Rate until the date paid. Inadvertent overpayments shall be returned by Seller upon request or deducted by Seller from amounts due to Seller on subsequent statements. "Business Day" means a day on which Federal Reserve member banks in New York City are open for business and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Standard (or Daylight) time.

4. Netting.

If Buyer and Seller are each required to pay amounts hereunder on the same day, then such amounts with respect to each Party shall be aggregated and the Parties shall discharge their obligations to pay through netting, in which case the Party, if any, owing the greater aggregate amount shall pay to the other Party the difference between the amounts owed as provided in Section 3 above.

5. Force Majeure.

"Force Majeure" means an event or circumstance which prevents one Party (the "Claiming Party") from performing its obligations under this Confirmation Agreement, which event or circumstance was not anticipated as of the Date of Execution, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Buyer's markets; (ii) Buyer's inability economically to use or resell the Product purchased hereunder, (iii) the loss or failure of Seller's supply that is not caused by an event of Force Majeure; or (iv) Seller's ability to sell the Product at a price greater than the Contract Price. Neither Party may raise a claim of Force Majeure based in whole or in part on curtailment by a Transmission Provider unless such curtailment is due to "force majeure" or "uncontrollable force" or a similar term as defined under the Transmission Provider's tariff; provided, however, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of a Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that a Force Majeure as defined in the first sentence hereof has occurred. "Transmission Provider" means any entity or entities transmitting or transporting the Product on behalf of Seller or Buyer to, at or from the Delivery Point.

6. Default.

(a) An "Event of Default" means, with respect to a Party ("Defaulting Party"), the occurrence of any of the following, notwithstanding any other provision of this Confirmation Agreement: (i) the failure to make, when due, any payment due and payable under this Confirmation Agreement, if such failure is not remedied within three (3) Business Days after written notice thereof is given by the other Party; (ii) any representation or warranty made by the Defaulting Party herein shall prove to be false or misleading in any material respect; (iii) the failure of the Defaulting Party to perform any covenant set forth in this Confirmation Agreement (other than its obligations to deliver or receive Product, the remedy for which is provided in this Confirmation Agreement) and such failure is not cured within five (5) Business Days after written notice thereof to the Defaulting Party; (iv) the filing of a petition or other action or authorization by the Defaulting Party or the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or the filing of any such petition or

commencement of any such proceeding against the Defaulting Party; (v) the Defaulting Party otherwise becomes bankrupt or insolvent, however evidenced; (vi) the Defaulting Party becomes unable to pay its debts as they fall due; or (vii) any "Event of Default" or default (however defined) occurs and is continuing under any other Fixed Price Customer Supply Contract with respect to the Defaulting Party. "Fixed Price Customer Supply Contract" means any supply contract entered into by the Parties designated as "Fixed Price Customer Supply Contract" between the Parties.

(b) If an Event of Default has occurred and is then continuing, the other Party (the "Non-Defaulting Party") may, by not more than twenty (20) days written notice to the Defaulting Party specifying the relevant Event of Default, designate a day ("Early Termination Date") not earlier than the day such notice is effective such that on that date this Confirmation Agreement shall be liquidated and terminated by closing out this Confirmation Agreement. The Defaulting Party shall pay the Non-Defaulting Party an amount to be determined based on calculations as defined in the Liability for Non-Performance section of this Confirmation Agreement performed for the remaining Term of this Confirmation Agreement and by netting or setting off any damages or other amounts owed under this Confirmation Agreement so as to derive a single liquidated amount (the "Settlement Amount").

(c) In addition to the Settlement Amount calculated for purposes of this Confirmation Agreement, the Non-Defaulting Party shall calculate a "Termination Payment" by aggregating all Settlement Amounts (however calculated) due under this Confirmation Agreement and any other Fixed Price Customer Supply Contracts into a single amount by: netting out (a) all Settlement Amounts that are due or will become due to the Defaulting Party, plus, at the option of the Non-Defaulting Party, any cash or other form of security then available to the Non-Defaulting Party and actually received, liquidated and retained by the Non-Defaulting Party, plus any or all other amounts due to the Defaulting Party under this Confirmation Agreement or any other Fixed Price Customer Supply Contracts against (b) all Settlement Amounts that are due or will become due to the Non-Defaulting Party, plus any or all other amounts due to the Non-Defaulting Party under this Confirmation Agreement or any other Fixed Price Customer Supply Contracts, so that all such amounts shall be netted out to a single liquidated amount owed by one Party to the other Party. Such single Termination Payment will be payable within five (5) Business Days by the Party owing such amount to the other Party.

(d) The Defaulting Party shall indemnify and hold the Non-Defaulting Party harmless from all reasonable costs and expenses, including reasonable attorney fees, incurred in the exercise of its remedies pursuant to this Section 6.

(e) It is the intention of each of the Parties that the decision by the Non-Defaulting Party to terminate its obligations to the Defaulting Party hereunder shall result in the automatic termination of its obligations under all other Fixed Price Customer Supply Contracts between the Parties. The Non-Defaulting Party will calculate a single Termination Payment applicable to all such Fixed Price Customer Supply Contracts as set forth above, and only one Termination Payment will be paid by the Party owing such amount to the other Party.

(f) Upon the occurrence of an Event of Default with respect to a Party ("X"), the other Party ("Y") will have the right (but not be obliged) without prior notice to X or any other person to set-off or apply any obligation of X owed to Y (whether or not matured or contingent and whether or not arising under this Confirmation Agreement, and regardless of the currency, place of payment or booking office of the obligation) against any obligation of Y owed to X (whether or not matured or contingent and whether or not arising under this Confirmation Agreement, and regardless of the currency, place of payment or booking office of the obligation). Y will give notice to the other Party of any set-off effected hereunder. If any obligation is unascertained, Y may in good faith estimate that obligation and set-off in respect of the estimate, subject to the relevant Party accounting to the other when the obligation is ascertained. Nothing herein shall be deemed to create a charge or other security interest. This provision shall be without prejudice and in addition to any right of set-off, combination of accounts, lien or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise). Notwithstanding any provision to the contrary contained in this Agreement, the Non-Defaulting Party shall not be required to pay to the Defaulting Party any Termination Payment until the Non-Defaulting Party receives confirmation satisfactory to it in its reasonable discretion (which may include an opinion of its counsel) that all other obligations of any kind whatsoever of the Defaulting Party to make any payments to the Non-Defaulting Party under this Confirmation Agreement or otherwise (including, without limitation, any other Fixed Price Customer Supply Contracts) which are due and payable as of the Early Termination Date have been fully and finally performed.

(g) The Parties are making credit, default, collateral and other decisions and changes based upon and in reliance on the effectiveness of the default, early termination, setoff and netting provisions of this Confirmation Agreement and any other Fixed Price Customer Supply Contracts, including calculation of a single Termination Payment across the Confirmation Agreement and all other Fixed Price Customer Supply Contracts. The Parties would not enter into this Confirmation Agreement except for their reliance on and with the understanding that such terms shall be effective.

(h) The Parties agree and acknowledge that this Confirmation Agreement is a "master netting agreement" and/or "forward contract" and that each of the Parties is a "forward contract merchant" and "master netting agreement participant" for purposes of 11 U.S.C. 101 et seq. or any successor provisions. To the extent that Section 365 of the Bankruptcy Code applies to this Confirmation Agreement and all other Fixed Price Customer Supply Contract(s), the Parties agree that all transactions with each of the Parties under this Confirmation Agreement and all other Fixed Price Customer Supply Contracts constitute one integrated transaction that can only be assumed or rejected in its entirety.

7. Limitation of Remedies, Liability and Damages.

THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS CONFIRMATION AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET

FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE DEEMED TO CONSTITUTE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ESTIMATED HARM OR LOSS. THE LIMITATION ON DAMAGES PROVIDED BY THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONFIRMATION AGREEMENT.

8. Waiver of Jury Trial.

EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS CONFIRMATION AGREEMENT OR ANY CREDIT SUPPORT DOCUMENT. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY OR ANY CREDIT SUPPORT PROVIDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH A SUIT, ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS CONFIRMATION AGREEMENT AND PROVIDE FOR ANY CREDIT SUPPORT DOCUMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

9. Audit.

Each Party has the right, upon reasonable prior notice, at its sole expense and during normal working hours, to examine the books and records of the other Party which relate to, and are reasonably necessary to verify the accuracy of, any statement, charge or computation made pursuant to this Confirmation Agreement. This Section will survive any termination of the Confirmation Agreement for a period of two (2) years from the date of such termination for the purpose of such statement and payment objections.

10. Representations and Warranties.
Each Party represents and warrants to the other Party that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) it has all regulatory authorizations necessary for it to legally perform its obligations under this Confirmation Agreement and any other documentation relating to this Confirmation Agreement to which it is a party; (iii) the execution, delivery and performance of this Confirmation Agreement and any other documentation relating to this Confirmation Agreement to which it is a party are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it; (iv) this Confirmation Agreement and each other document executed and delivered in accordance with this Confirmation Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; (v) there are no bankruptcy proceedings pending or being contemplated by it or, to its knowledge, threatened against it; (vi) there is not pending or, to its knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Confirmation Agreement or any other document relating to this Confirmation Agreement to which it is a party; (vii) it is acting for its own account, has made its own independent decision to enter into this Confirmation Agreement and as to whether this Confirmation Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Confirmation Agreement; and (viii) it is an "eligible contract participant" as that term is defined in Section la(12) of the Commodity Exchange Act. The Parties agree that this Confirmation Agreement constitutes a "qualified financial contract" as that term is defined in N.Y.G.O.L. § 5-701(b).

11. Governing Law.
This Confirmation Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of New York. With respect to any action, suit or proceedings relating to this Confirmation Agreement ("Proceedings"), each party irrevocably: (i) submits to the exclusive jurisdiction of the courts of the State of Illinois and the United States District Court located in the Northern District of Illinois, and (ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have jurisdiction over such party. Nothing in this Confirmation Agreement precludes either party from bringing Proceedings in any other jurisdiction in order to enforce any judgment obtained in any Proceedings referred to in the preceding sentence, nor will the bringing of such enforcement Proceedings in any one or more jurisdictions preclude the bringing of enforcement Proceedings in any other jurisdiction.

12. Notices.
All notices, requests, statements or payments shall be made as specified below. Notices required to be in writing shall be delivered by letter, facsimile or other documentary form.

Notice shall be deemed to have been received by the close of the Business Day on which it was transmitted or hand delivered (unless transmitted or hand delivered after close in which case it shall be deemed received at the close of the next Business Day). Notice by overnight mail or overnight courier shall be deemed to have been received one (1) Business Day after it was sent. A Party may change its addresses by providing notice of same in accordance herewith:

SELLER

[Winning Bidder]
("Party A")
All Notices:
Street:
City:

Attn:
Phone:
Facsimile:
Duns:
Federal Tax ID Number:

Invoices:
Attn:
Phone:
Facsimile:
Email:

With a copy to:
Attn:
Phone:
Facsimile:
Email:

Payments:
Attn:
Phone:
Facsimile:

Wire Transfer:
BNK:
ABA:
ACCT:

ACH Transfer:
BNK:
ABA:
ACCT:

Credit and Collections:
Attn:
Phone:
Facsimile:
Email:

BUYER

Ameren Illinois Company d/b/a Ameren Illinois
("Party B")
All Notices:
Street: 1901 Chouteau Ave., MC- 1301
City: St. Louis, MO 63103
Attn: Power Supply Acquisition
Jim Blessing
Phone: (314) 554-2972
Facsimile: (314) 206-0210
Duns: 00-693-6017
Federal Tax ID Number: 37-0211380

Invoices:
Attn: Scott Holtgrieve
Phone: (314) 554-3440
Facsimile: (314) 554-3639
Email: sholtgrieve@ameren.com

With a copy to:
Attn: Dave Brueggeman
Phone: (314) 554-4622
Facsimile: (314) 206-0210
Email: dbrueggeman@ameren.com

Payments:
Attn: Sam Cassmeyer
Phone: (314) 554-4287
Facsimile: (314) 554-6328

Wire Transfer:
BNK: US Bank
ABA: 042000013
ACCT: 1301 137 50728

ACH Transfer:
BNK: US Bank
ABA: 042000013
ACCT: 1301 137 50728

Credit and Collections:
Attn: Lee Lalinsky
Phone: (314) 206-1166
Facsimile: (314) 206-0210
Email: [TBD]

With additional Notices of an Event of Default or Potential Event of Default to:	With additional Notices of an Event of Default or Potential Event of Default to:
Attn: Phone: Facsimile:	Attn: President & CEO Phone: (309) 677-5220 Facsimile: (309) 677-5016

13. Performance Assurance

Seller shall have in effect a Letter of Credit in the form provided by Buyer in connection with the 2011 Request for Proposals ("RFP") issued by the Illinois Power Agency ("IPA"). Such Letter of Credit shall have been executed prior to submission of Seller's bid in the 2011 RFP and shall remain in effect through that date that is three Business Days after the final Receipt Deadline. Such Letter of Credit shall serve as collateral for and shall secure the obligation of Seller under this Confirmation Agreement to deliver Product. Seller hereby pledges to Buyer as security for the Seller's obligations under this Confirmation Agreement, and grants to the Buyer a first priority continuing security interest in, lien on and right of setoff against such Letter of Credit.

14. Assignment.

Neither Party shall assign this Confirmation Agreement or its rights hereunder without the prior written consent of the other Party; which shall not be unreasonably withheld or delayed; provided, however, either Party may without the consent of the other Party (and without relieving itself from liability hereunder), (i) transfer, sell, pledge, encumber or assign this Confirmation Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, (ii) transfer or assign this Confirmation Agreement to an affiliate of such Party which affiliate's creditworthiness is comparable to or higher than that of such Party, or (iii) transfer or assign (by operation of law or otherwise) this Confirmation Agreement to any person or entity pursuant to a consolidation or amalgamation with, or merger with or into, or transfer of all or substantially all its assets to, another entity (but without prejudice to any other right or remedy under this Agreement). In each such case, any assignee shall agree in writing to be bound by the terms and conditions hereof. Creditworthiness under this Section is to be determined by the non-transferring Party.

~~14.~~15. FERC Standard of Review: Mobile-Sierra.

It is the intent of the Parties that the rates and all other terms and conditions of the services provided hereunder shall not be subject to change under Sections 205 or 206 of the Federal Power Act without the consent of both Parties. Each of the Parties hereto agrees not to unilaterally file with the FERC a change in the rates, terms or conditions of this Confirmation Agreement. Moreover, absent agreement of all Parties to a proposed change, the standard of review for changes to any rate, term or condition of this Confirmation Agreement proposed by a non-Party or the FERC or any other governing authority acting *sua sponte* shall solely be the "public interest" application of the "just and reasonable" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956)) and clarified by NRG Power Marketing, LLC v. Maine Pub. Util. Comm'n, ___ U.S. ___ (Decided January 13, 2010) and Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish, 554 U.S. 527, 128 S. Ct. 2733 (2008) (the "Mobile-Sierra" doctrine). To the extent that the FERC

adopts specific language that parties must incorporate into agreements in order to bind FERC, third parties and themselves to a public interest standard of review, the Parties hereby incorporate such language herein by reference.

~~15.~~16. Imaged Agreement.
Any original executed Confirmation Agreement, or other related document may be photocopied and stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Confirmation Agreement, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form and as transcribed onto paper, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, this Confirmation Agreement or the Imaged Agreement (or photocopies of the transcription of the recording, the Confirmation Agreement or the Imaged Agreement) on the basis that such were not originated or maintained in documentary form under the hearsay rule, the best evidence rule or other rule of evidence.

~~16.~~17. Confidentiality.
Neither Party shall disclose the terms or conditions of this Confirmation Agreement to a third party (other than the Party's or Party's affiliates' employees, officers, directors, lenders, counsel, accountants or advisors, or a prospective purchaser of a Party, who have a need to know such information and have agreed to keep such terms confidential) except with written consent from the other Party or in order to comply with any applicable law, regulation, or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding applicable to such Party or any of its affiliates or as may be required by the IPA; provided, however, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure; provided, however, that Buyer shall have the ability to disclose the Commercial Terms of this Confirmation Agreement in order to demonstrate compliance with all applicable laws, rules, regulations and requirements regarding resource adequacy. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. Either Party may disclose any one or more of the commercial terms of this Confirmation Agreement (other than the name of the other Party unless otherwise agreed to in writing by the Parties) to any industry price source for the purpose of aggregating and reporting such information in the form of a published energy and/or capacity price index. This confidentiality obligation shall survive for a period of four (4) years following the expiration or termination of this Confirmation Agreement.

~~17.~~18. Operation; Cooperation.
In performing its obligations under this Confirmation Agreement, Seller agrees to conduct its power supply operations consistent with Prudent Utility Practice. "Prudent Utility Practice" means the applicable practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry in the United States of America, during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable

judgment by a prudent utility operator, in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result consistent with good business practices, reliability, safety, expedition and the requirements of any governmental authority having jurisdiction.

The Parties agree to provide such reasonable cooperation to each other as necessary to give effect to the terms of this Confirmation Agreement.

~~18.~~19. General.

No amendment, modification, or waiver of this Confirmation Agreement shall be enforceable unless reduced to writing and executed by both Parties. This Confirmation Agreement shall not impart any rights enforceable by any third-party (other than a permitted successor or assignee bound to this Confirmation Agreement). No waiver by a Party of any default by the other Party shall be construed as a waiver of any other default. The Exhibits of this Confirmation Agreement are incorporated herein by this reference. Any provision declared or rendered unlawful by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change will not otherwise affect the remaining lawful obligations that arise under this Confirmation Agreement.

~~19.~~20. Miscellaneous.

(a) Seller agrees to provide an executed United States Internal Revenue Service Form W-9 (or any successor thereto) or, if applicable, Internal Revenue Service Form W-8ECI and Form W-8BEN (or any successor thereto) with respect to a foreign entity within ten (10) days of execution of this Confirmation agreement. Buyer agrees to provide an executed United States Internal Revenue Service Form W-9 (or any successor thereto) promptly after request from Seller.

[Winning Bidder]

By: _____ Date: _____
Name:
Title:

Ameren Illinois Company d/b/a Ameren Illinois

By: _____ Date: _____
Name: James C Blessing
Title: Manager – Power Supply Acquisition

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