Schedule 1 to the Form of Letter of Credit

This Schedule 1 to the Form of Letter of Credit contains those modifications to the Form of Letter of Credit that are acceptable to Ameren Illinois Company.

Modification #1

Section 1—Original

1. We hereby establish this Irrevocable Transferable Standby Letter of Credit (this “Letter of Credit”) in your favor in the amount of USD $________________ (the “Stated Amount”) effective immediately and available to you at sight upon demand at our counters at [location] and expiring at 5:00 PM New York, NY time1, ______, 201__ [insert the date that is 30 calendar days following the latest term ending date in effect under the [______________] between the Applicant and you, dated __, 201_] (the “Expiration Date”), unless terminated earlier in accordance with the provisions of Paragraph 14 hereof.

Acceptable Modifications:

1. We hereby establish this Irrevocable Transferable Standby Letter of Credit (this “Letter of Credit”) in your favor in the amount of USD $________________ (the “Stated Amount”) effective immediately and available to you at sight upon demand at our counters at [location] and expiring at 5:00 PM New York, NY time1, ______, 201__ [insert the date that is 30 calendar days following the latest term ending date in effect under the [______________] between the Applicant and you, dated __, 201_] (the “Expiration Date”), unless terminated earlier in accordance with the provisions of Paragraph 14 hereof.
Modification #2

Section 2—Original

2. This Letter of Credit is issued at the request and for the account of ___________________________ (including its successors and assigns, the “Applicant”), and we hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the Stated Amount, subject to reduction as provided in Paragraph 8 hereof. This Letter of Credit may be drawn upon an Event of Default under the [_________] between the Applicant and you, dated __, 201__.

Acceptable Modifications: (this modification would allow a party to issue a single Letter of Credit for Ameren Illinois Company with respect to all outstanding REC Contract obligations)

2. This Letter of Credit is issued at the request and for the account of ___________________________ (including its successors and assigns, the “Applicant”), and we hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the Stated Amount, subject to reduction as provided in Paragraph 8 hereof. This Letter of Credit may be drawn upon an Event of Default under any of the REC Contracts between the Applicant and you.
modification #3

section 5—original

5. We may, but shall not be obligated to, accept any request to amend this Letter of Credit. Such request shall be made pursuant to an Availability Certificate in the form of Annex 3 hereto executed by your Authorized Officer and delivered by you to us for an amendment to this Letter of Credit in the amount set forth in such Availability Certificate, which amount shall not exceed the Stated Amount less any amounts drawn under this Letter of Credit at or before the time of submission of such Availability Certificate, and expiring on the then current Expiration Date. Upon acceptance by us and the Applicant of any such request to amend this Letter of Credit, the Letter of Credit shall be amended in the amount as set forth in the Availability Certificate.

acceptable modifications:

5. We may, but shall not be obligated to, accept any request to amend this Letter of Credit. Such request shall be made pursuant to an Availability Certificate in the form of Annex 3 hereto executed by your Authorized Officer and delivered by you to us for an amendment to this Letter of Credit in the amount set forth in such Availability Certificate, which amount shall not exceed the Stated Amount less any amounts drawn under this Letter of Credit at or before the time of submission of such Availability Certificate, and expiring on the then current Expiration Date. Upon acceptance by us and the Applicant of any such request to amend this Letter of Credit, the Letter of Credit shall be amended in the amount as set forth in the Availability Certificate.
Modification #4

Section 8—Original

8. Partial drawings are permitted hereunder and multiple drawings are permitted hereunder. The amount available for drawing by you under this Letter of Credit shall be automatically reduced to the extent of the amount of any drawings referencing this Letter of Credit paid by us. Presentation of demands for drawings in amounts that exceed the amount available to be drawn hereunder shall not be deemed a failure to comply with the requirements of Paragraph 8 hereof, provided that the amounts payable on any such demand shall thus be limited to the amount then available to be drawn under this Letter of Credit.

Acceptable Modifications:

8. Partial drawings are permitted hereunder and multiple drawings are permitted hereunder. The amount available for drawing by you under this Letter of Credit shall be automatically reduced to the extent of the amount of any drawings referencing this Letter of Credit paid by us. Presentation of demands for drawings in amounts that exceed the amount available to be drawn hereunder shall not be deemed a failure to comply with the requirements of Paragraph 8 hereof, provided that the amounts payable on any such demand shall thus be limited to the amount then available to be drawn under this Letter of Credit.
Acceptable Modifications:

9. Unless otherwise hereafter designated in writing to us by your Authorized Officer, all payments made by us under this Letter of Credit shall be transmitted by wire transfer to you pursuant to the following instructions:

   Beneficiary:
   Account Number:
   Bank:
   Bank’s Address:
   ABA Routing Number:
   Bank Contact:
   Telephone Number:

All payments made by us under this Letter of Credit shall be transmitted by wire transfer to you pursuant to the instructions provided at the time of a drawing.
Modification #6

Section 11—Original

11. This Letter of Credit is transferable pursuant to an instrument of transfer in the form of Annex 6 hereto. Beneficiary may transfer its rights to an entity it identifies to us in such instrument as its transferee, and we hereby consent to such transfer. Any and all transfer fees, expenses and costs shall be borne by the Beneficiary. Except as otherwise expressly stated herein, this Letter of Credit may not be amended or modified without consent from us, you, and the Applicant.

Acceptable Modifications:

11. This Letter of Credit is transferable pursuant to an instrument of transfer in the form of Annex 6 hereto. Beneficiary may transfer its rights to an entity it identifies to us in such instrument as its transferee, and we hereby consent to such transfer. Transfers to designated foreign nationals and/or specially designated nationals are not permitted and are contrary to the U.S. Treasury Department and Office of Foreign Assets Control regulations. Any and all transfer fees, expenses and costs shall be borne by the Beneficiary. Except as otherwise expressly stated herein, this Letter of Credit may not be amended or modified without consent from us, you, and the Applicant.
Modification #7

Section 15—Original

15. We certify that as of the date of issuance of this Letter of Credit, our senior unsecured long-term debt is rated “A-” or better by Standard & Poor’s Financial Services, LLC, “A3” or better by Moody’s Investors Service, Inc., and, if rated by Fitch Ratings, “A-” or better by Fitch Ratings. If a foreign bank, we certify we are a U.S. branch office or U.S. agency office of such foreign bank and that as of the date of issuance of this Letter of Credit, our senior unsecured long-term debt is rated “A-” or better by Standard & Poor’s Financial Services, LLC, “A3” or better by Moody’s Investors Service, Inc., and, if rated by Fitch Ratings, “A-” or better by Fitch Ratings.

Acceptable Modifications:

Alternative #1

15. We certify that as of the date of issuance of this Letter of Credit, our senior unsecured long-term debt is rated “A-” or better by Standard & Poor’s Financial Services, LLC, “A3” or better by Moody’s Investors Service, Inc., and, if rated by Fitch Ratings, “A-” or better by Fitch Ratings. If a foreign bank, we certify we are a U.S. branch office or U.S. agency office of such foreign bank and that as of the date of issuance of this Letter of Credit, our senior unsecured long-term debt is rated “A-” or better by Standard & Poor’s Financial Services, LLC, “A3” or better by Moody’s Investors Service, Inc., and, if rated by Fitch Ratings, “A-” or better by Fitch Ratings.

Alternative #2 (applicable to domestic banks)

15. We certify that as of the date of issuance of this Letter of Credit, our senior unsecured long-term debt is rated “A-” or better by Standard & Poor’s Financial Services, LLC, “A3” or better by Moody’s Investors Service, Inc., and, if rated by Fitch Ratings, “A-” or better by Fitch Ratings. If a foreign bank, we certify we are a U.S. branch office or U.S. agency office of such foreign bank and that as of the date of issuance of this Letter of Credit, our senior unsecured long-term debt is rated “A-” or better by Standard & Poor’s Financial Services, LLC, “A3” or better by Moody’s Investors Service, Inc., and, if rated by Fitch Ratings, “A-” or better by Fitch Ratings.
Modification #8

Acceptable Modification:

Insert a new Paragraph 18:

18. Should you have occasion to contact us regarding this letter of credit, direct your communication to the attention of: _____________ [representative] at _____________ [phone number], making specific reference to this Letter of Credit No. ____________.