

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

CONFIRMATION AGREEMENT

THIS CONFIRMATION AGREEMENT shall confirm the Transaction agreed to on _____, 2016 between _____ (“Seller” or “Party A”) and ~~Ameren Illinois~~~~MidAmerican Energy~~ Company (“Buyer” or “Party B”) regarding the sale/purchase of the Product under the terms and conditions that follow. Party A and Party B are sometimes referred to herein as a “Party” or collectively as the “Parties”. The Parties hereto agree as follows:

1. Incorporation of EEI Master Power Purchase & Sale Agreement and General Provisions.

A. Except as otherwise expressly set forth herein (and as otherwise amended, supplemented and modified herein), this Confirmation Agreement shall be subject to and governed by all the terms and conditions from the form of the agreement entitled “Master Power Purchase and Sale Agreement~~2,~~” attached hereto as Exhibit C (hereinafter the “Master Agreement”), the Collateral Annex, attached hereto as Exhibit D, and the Paragraph 10 to the Collateral Annex, attached hereto as Exhibit E, and such terms are hereby incorporated herein by reference. For purposes of the definitions contained in the Master Agreement and the Collateral Annex, this Confirmation Agreement shall constitute a “Transaction~~2,~~” “Confirmation~~2,~~” the “Cover Sheet~~2,~~” “Other Changes” and the “Paragraph 10 Cover Sheet~~2,~~.”

B. If the Parties have entered into a Master Agreement that governs transactions other than the Transaction set forth in this Confirmation Agreement, such Master Agreement shall not apply for the purposes of the Transaction confirmed under this Confirmation Agreement, and this Confirmation Agreement shall be treated as separate and stand-alone from all other Transactions between the Parties.

C. The Master Agreement, together with the exhibits and any written supplements hereto, the Confirmation Agreement, the Party A Tariff, if any, the Party B Tariff, if any, and any designated collateral, credit support or margin agreement or similar arrangement between the Parties (including the Collateral Annex, the Form of Guaranty and the ~~Irrevocable Standby Form of Letter of Credit Forms~~) shall be referred to as the “Agreement” or the “Confirmation Agreement~~2,~~.”

D. This Confirmation Agreement is hereby designated as a Fixed Price Customer Supply Contract.

E. The supply of electric power and energy under this Confirmation Agreement will be administered by the Midcontinent Independent 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.

2. Transaction Terms.

Product: Firm (LD) Energy

Delivery Point: MISO CP Node ~~AMIL~~~~BGS6MEC.MECB~~, or any successor thereto

Quantity: See Table 1 below.

Contract Price: See Table 1 below.

March 11, 2016

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Table 1

Delivery Period	Term	Type (On/Off-Peak)	Contract Price (\$/MWH)	Hourly Quantity (MW/HOUR)	Total Quantity (MWHs)
1A			0	0	0
2A			0	0	0
3A			0	0	0
4A			0	0	0
1B			0	0	0
2B			0	0	0
3B			0	0	0
4B			0	0	0

The On-Peak Term(s) specified above includes the Hour Ending (“HE”) 0700 through HE 2200 Eastern Standard Time (“EST”) Monday through Friday excluding NERC Holidays. No adjustment shall be made for Daylight Savings Time.

The Off-Peak Terms(s) specified above shall be all hours of all calendar days in ~~Eastern Standard Time (“EST”)~~EST during the Term that are not On Peak hours.

“NERC Holidays” means a holiday as defined by the North American Electric Reliability Corporation or any successor thereto.

3. **Notice.** The Parties provide the following notice information:

Name: “.” or “Party A”

Name: ~~“Ameren Illinois MidAmerican Energy Company”~~ or “Party B”

All Notices:

All Notices:

Street:

Street: ~~1901 Chouteau Ave., MC 1301~~

City:

City: ~~St. Louis, MO~~ Zip: 63103

Attn:

Attn: ~~Power Supply Acquisition~~

Phone:

~~Rich McCartney~~

Facsimile:

Phone: ~~(314) 613 9181~~

Duns:

Facsimile: ~~(314) 206 0210~~

Federal Tax ID Number:

Duns: ~~00 693 6017~~

Federal Tax ID Number: ~~37 021138042-1425214~~

Invoices:

Invoices:

Attn:

Attn: ~~Dillon Polansky~~

Phone:

Phone: ~~(314) 554 3456~~

Facsimile: n/a

Facsimile: ~~n/a~~

Email:

Email: ~~dpolansky@ameren.com~~

With a copy to:

Attn: ~~Dave Brueggeman~~

Phone: ~~(314) 554 4622~~

Facsimile: ~~(314) 206 0210~~

Email: ~~dbrueggeman@ameren.com~~

March 11, 2016

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Scheduling:

Attn:
Phone:
Facsimile:
Email:

Scheduling:

Attn: ~~Power Supply Acquisition~~
Phone: ~~314-554-4622~~
Facsimile: ~~314-206-0210~~
Email: ~~dlpowersupplyacquisition@ameren.com~~

Payments:

Attn:
Phone:
Facsimile:

Payments:

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

Wire Transfer:

BNK:
ABA:
ACCT:

Wire Transfer:

BNK:
ABA:
ACCT:

ACH Transfer:

BNK:
ABA:
ACCT:

ACH Transfer:

BNK:
ABA:
ACCT:

Credit and Collections:

Attn:
Phone:
Facsimile:
Email:

Credit and Collections:

Attn: ~~Daniel Deschler~~
Phone: ~~(314) 554-3540~~
Facsimile: ~~(314) 206-0210~~
~~Email:~~
~~DLAICCCreditRiskManagement@ameren.com~~
Email:

With additional Notices of an Event of Default or Potential Event of Default to:

Attn:
Phone:
Facsimile:

With additional Notices of an Event of Default or Potential Event of Default to:

Attn: ~~President & CEO~~
Phone: ~~(618) 343-8040~~
Facsimile: ~~(618) 343-8063~~

[If Applicable] The Parties hereby agree that the General Terms and Conditions are incorporated herein, and to the following provisions as provided for in the General Terms and Conditions:

Party A Tariff: FERC Tariff Rate Schedule No. _____ Dated: _____ Docket Number: _____

4. **EEI Master Cover Sheet Elections.** The following constitute the cover sheet elections made by the Parties to this Confirmation Agreement.

Article Two

Transaction Terms and Conditions

Optional provision in Section 2.4. If not checked, inapplicable.

Article Four

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

Remedies for Failure to Deliver or Receive

Accelerated Payment of Damages. If not checked, inapplicable.

Cross Default for Party A:

Article Five

Party A: _____ Cross Default Amount \$50,000,000

Other Entity: Party A's Guarantor Cross Default Amount \$50,000,000

[If applicable, check the box]

Cross Default for Party B:

Party B: _____ Cross Default Amount \$50,000,000

Other Entity: _____ Cross Default Amount \$ _____

5.6 Closeout Setoff

Option A (Applicable if no other selection is made.)

Option B - Affiliates shall have the meaning set forth in the Agreement unless otherwise specified as follows: _____

Option C (No Setoff)

Article 8

Credit and Collateral Requirements

8.1 Party A Credit Protection:

(a) Financial Information:

Option A

Option B Specify: _____

Option C Specify: _____

(b) Credit Assurances:

Not Applicable

Applicable

(c) Collateral Threshold:

Not Applicable

Applicable

If applicable, complete the following:

Party B Collateral Threshold: \$ N/A; provided, however, that Party B's Collateral Threshold shall be zero if an Event of Default or Potential Event of Default with respect to -Party B has occurred and is continuing.

March 11, 2016

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Party B Independent Amount: \$N/A

Party B Rounding Amount: \$N/A

(d) Downgrade Event:

- Not Applicable
- Applicable

If applicable, complete the following:

- It shall be a Downgrade Event for Party B if Party B's Credit Rating falls below _____ from S&P or _____ from Moody's or if Party B is not rated by either S&P or Moody's
- Other:
Specify: _____

(e) Guarantor for Party B: N/A

Guarantee Amount: N/A

8.2 Party B Credit Protection:

(a) Financial Information:

- Option A
- Option B Specify: Party A or, if applicable, Party A's Guarantor.
- Option C Specify: N/A

(b) Credit Assurances:

- Not Applicable
- Applicable

(c) Collateral Threshold:

- Not Applicable
- Applicable:
- The provisions of Section 8.2(c) are hereby replaced by the provisions of the Collateral Annex (attached as Exhibit D) along with the Paragraph 10 to the Collateral Annex elections and the amendments to the Collateral Annex included in this Confirmation Agreement below.

If applicable, complete the following:

Party A Collateral Threshold: \$ _____; provided, however, that Party A's Collateral Threshold shall be zero if an Event of Default or Potential Event of Default with respect to Party A has occurred and is continuing.

Party A Independent Amount: \$ _____

Party A Rounding Amount: \$ _____

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

(d) Downgrade Event:

- Not Applicable
- Applicable

If applicable, complete the following:

- It shall be a Downgrade Event for Party A if Party A's Credit Rating falls below _____ from S&P or _____ from Moody's or if Party A is not rated by either S&P or Moody's
- Other:
Specify: _____

(e) Guarantor for Party A: **[Add if applicable]**

Guarantee Amount: **[If applicable:** As specified in the Guaranty.]

Article 10

Confidentiality

Confidentiality Applicable If not checked, inapplicable.

Schedule M

- Party A is a Governmental Entity or Public Power System
- Party B is a Governmental Entity or Public Power System
- Add Section 3.6. If not checked, inapplicable
- Add Section 8.6. If not checked, inapplicable

Other Changes

Specify, if any: See below

5. **Other Changes**

A. The Master Agreement is hereby amended as follows:

1. The following definitions are added to Article 1: Definitions:

1.22.1 "Fitch" shall have the meaning given to it in the Collateral Annex..

1.22.2 "Fixed Price Customer Supply Contracts" means any supply contract entered into by the Parties designated as a "Fixed Price Customer Supply Contract²."

1.25.1 "Guaranty" means an irrevocable and unconditional payment guaranty, substantially in the form set forth in Exhibit A attached hereto, made by an entity specified as the Guarantor on the Cover Sheet.

1.48.1 "Qualified Institution" shall have the meaning given to it in the Collateral Annex.

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

2. Section 1.3—“Bankrupt”: The definition of “Bankrupt” in Section 1.3 is amended by adding the following to the end of subsection (i): “and, in the case of such petition filed or commenced against it, such petition is not dismissed within 30 days”.
- ~~3. Section 1.4—“Business Day”: The definition of “Business Day” is amended by deleting in the third sentence “Party from whom” and replacing with “Party to whom”.~~
- ~~4.~~ Section 1.12—“ – “Credit Rating”: The definition of “Credit Rating” in Section 1.12 is replaced in its entirety and shall have the meaning given to it in the Collateral Annex.
- ~~54.~~ Section 1.25—“ – “Guarantor”: The definition of “Guarantor” in Section 1.25 is replaced- in its entirety, as follows:

“1.25 “Guarantor” means, with respect to a Party, the guarantor, if any, specified for such Party on the Cover Sheet whose Credit Rating will be used to determine that Party’s Collateral Threshold pursuant to Paragraph 10 to the Collateral Annex, and who enters into a Guaranty.”
- ~~65.~~ Section 1.27—“ – “Letter(s) of Credit”: The definition of “Letter(s) of Credit” is replaced in its entirety and shall have the meaning given to it in the Collateral Annex.
- ~~7.~~ ~~Section 1.31—“NERC Business Day”: In line five, delete “Party from whom” and substitute “Party to whom”.~~
- ~~86.~~ Section 1.45—“ – “Performance Assurance”: The definition of “Performance Assurance” in Section 1.45 is replaced in its entirety, as follows:

“1.45 “Performance Assurance” means all Eligible Collateral, all other property acceptable to the Party to which it is Transferred, and all proceeds thereof, that has been Transferred to or received by a Party hereunder and not subsequently Transferred to the other Party pursuant to Paragraph 5 or otherwise received by the other Party. Any Interest Amount or portion thereof not Transferred pursuant to Paragraph 6(a)(iii) will not constitute Performance Assurance. Any guaranty agreement executed by a Guarantor of a Party shall not constitute Performance Assurance hereunder.”
- ~~97.~~ Section 1.50—“ – “Recording”: Delete the reference to “Section 2.4” and replace it with “Section 2.5”.
- ~~108.~~ Section 1.51—“ – “Replacement Price”: Section 1.51 is amended by (i) adding the phrase “for delivery” immediately before the phrase “at the Delivery Point” in the second line and (ii) deleting the phrase “at Buyer’s option” from the fifth line and replacing it with the phrase “absent a purchase”.

March 11, 2016

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449. Section 1.53 – “Sales Price”: Section 1.53 is amended by (i) deleting the phrase “at the Delivery Point” from the second line, and (ii) deleting the phrase in line 5 “at Seller’s option” and replacing it with “absent a sale~~2~~.”
4210. Section 1.60 – “Transaction”: Section 1.60 is amended by (i) deleting the phrase “this Master” and replacing it with “-the Confirmation~~2~~.”
4311. Section 2.1~~—~~ – Transactions: Section 2.1 is not applicable to this Confirmation Agreement.
4412. Section 2.2~~—~~ – Governing Terms: Section 2.2 is amended by deleting the last sentence of the section and replacing it with the following: “Any inconsistency between any terms of this Master Agreement and any terms of the Confirmation Agreement or terms of the Collateral Annex, as may be modified in this Confirmation Agreement, shall be resolved in favor of the terms of this Confirmation Agreement or such Collateral Annex~~2~~.”

4513. Section 2.3~~—~~ - Confirmation: Section 2.3 is replaced in its entirety, as follows:

2.3 Confirmation. The Parties shall confirm the Transaction by executing this Confirmation Agreement.

- ~~16~~14. Section 2.5~~—~~ – Recording: Section 2.5 is not applicable to this Agreement.

47

15. Section 3.2~~—~~ – Transmission and Scheduling. The following is added immediately to the end of Section 3.2:

Without limiting the generality of the preceding paragraph, Buyer’s MISO Network Integrated Transmission Service (“NITS”) will be utilized for delivery of the Product to the Delivery Point. Seller is responsible for any other transmission service required to deliver the Product to Delivery Point. For each Delivery Period, Seller and Buyer shall utilize the DART/Financial Schedules tool within the MISO Market Portal to manage contracts and schedules for the Hourly Quantity. All such contracts and schedules shall specify (i) Buyer Name as AMCP3MECB_G; (ii) Sink Location as AMIL.BGS6MEC.MECB (or any successor thereto); (iii) Delivery Point Location as AMIL.BGS6MEC.MECB (or any successor thereto); (iv) Schedule Approval as Counterparty Approval; (v) Settlement Market as DayAhead; and (vi) Congestion Losses as SellerPays. For each Delivery Period, Buyer and Seller agree to work together to enter and approve all DART/Financial Scheduling entries within the MISO Portal no later than ten (10) Business Days prior to the start of the Delivery Period. Neither the Buyer nor the Seller shall be obligated to modify a schedule for any given Delivery Period once entered and approved by the Parties unless such modification is to correct errors associated with such approved schedule. For the avoidance of doubt, all scheduling shall be in Eastern Standard Time and no adjustment shall be made for Daylight Savings

Time. Any capitalized terms not defined in this Confirmation Agreement shall have the meaning given to them in the MISO Documents.

18. ~~The following~~ 16. A new ~~section~~Section 3.4 is added ~~to Article 3~~as follows:

“3.4 Transmission; Congestion; Losses. Without limiting the generality of Section 3.2, Party A shall be responsible for any and all congestion charges, losses and other charges, fees or costs (including any such charges, fees or costs incurred from MISO) with respect to the delivery of energy to and at the Delivery Point pursuant to this Confirmation Agreement.”

19

17. Section 5.1 ~~—~~ Event of Default.

(i) The following is added immediately to the end of Section 5.1(g):

“provided, however, that notwithstanding the foregoing, an Event of Default shall not occur under either (i) or (ii) above if, as demonstrated to the reasonable satisfaction of the other Party, (a) the event or condition referred to in (i) or the failure to pay referred to in (ii) is a failure to pay caused by an error or omission of an administrative or operational nature; and (b) funds were available to such Party to enable it to make the relevant payment when due; and (c) such relevant payment is made within three (3) Business Days following receipt of written notice from an interested Party of such failure to pay;”

(ii) Section 5.1(h)(ii) ~~shall be~~ amended by deleting the following phrase from the third and fourth line thereof: “and such failure shall not be remedied within three (3) Business Days after written notice”.

(iii) ~~The following~~A new Section 5.1(i) is added ~~to the Master Agreement~~ as ~~subsection 5.1(i)~~follows:

“(i) If Seller fails to schedule Product or if Buyer fails to confirm the Seller’s submitted schedule, then the other Party will send a written notice to such Party and such Party will be permitted to cure the schedule failure within five (5) Business Days of such notice. Failure to cure within that time shall be deemed an Event of Default ~~as per~~in accordance with this Section 5.1 ~~of the Master Agreement.~~ In addition, if ~~the~~ Seller incorrectly schedules the Transaction, it shall have five (5) Business Days to correct such error after receiving written notification from ~~the~~ Buyer. ~~The~~ Buyer shall, in turn, have the later of five (5) Business Days after receiving written notification from ~~the~~Seller that the corrected

March 11, 2016

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schedule was entered or the original deadline indicated in the Confirmation Agreement to confirm the schedule(s).”

(iv) ~~The following is added to the Master Agreement as~~ subsection new Section 5.1(j) ~~is added as follows:~~

“(j) an “Event of Default” or default (however defined) occurs and is continuing under any other Fixed Price Customer Supply Contract with respect to the Buyer or Seller.”

~~2018.~~ Section 5.2— – Declaration of an Early Termination Date and Calculation of Settlement Amounts. Reverse the placement of “(i)” and “to” ~~in the third line~~ and at the end of the ~~section~~Section, add:

“The Non-Defaulting Party may determine its Gains and Losses by reference to information either available to it internally or to the Non-Defaulting Party’s affiliates or supplied by one or more third parties including, ~~without limitation,~~ quotations (~~either firm or indicative~~) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets. Third parties supplying such information may include, without limitation, dealers in the relevant markets, end users of the relevant product, information vendors and other sources of market information.”

~~219.~~ Section 5.3— – Net Out of Settlement Amounts. Section 5.3 is replaced in its entirety, as follows:

“5.3 Net Out of Settlement Amounts. The Non-Defaulting Party shall aggregate all Settlement Amounts into a single amount by: netting out (a) all Settlement Amounts that are 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 pursuant to Article Eight or the Collateral Annex, plus any or all other amounts due to the Defaulting Party under this Agreement against (b) all Settlement Amounts that are due to the Non-Defaulting Party, plus, at the option of the Non-Defaulting Party, any cash or other form of liquid security then in the possession of the Defaulting Party or its agent pursuant to Article 8 or the Collateral Annex, plus any or all other amounts due to the Non-Defaulting Party under this Agreement, so that all such amounts shall be netted out to a single liquidated amount (the “Termination Payment”) payable by one Party to the other. The Termination Payment shall be due to or due from the Non-Defaulting Party as appropriate.”

~~220.~~ Section 5.4— – Notice of Payment of Termination Payment. Section 5.4 is amended by inserting at the end thereof the following:

“Notwithstanding anything to the contrary in this Agreement, the Non-Defaulting Party need not pay to the Defaulting Party any amount under Article Five until all other obligations of the Defaulting Party, or its Guarantor, to make any payments to the Non-Defaulting Party under this

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

Agreement which are due and payable as of the Early Termination Date ~~(including any amounts payable pursuant to each Excluded Transaction)~~ have been fully and finally performed.”

~~23~~21. Section 5.7— – Suspension of Performance. Replace the term “early Termination Date” with “Early Termination Date~~”.~~”

~~24.~~ ~~The following is added to the Master Agreement as 22.~~ A new Section 5.8— – Master Netting is added as follows:

“(a) In addition to the Termination Payment calculated under Section 5.2 and 5.3 of the Master Agreement, for purposes of this Confirmation Agreement due to an Event of Default, the Non-Defaulting Party shall calculate a “FPCSC Termination Payment” by aggregating all “Settlement Amounts” and/or “Termination Payments” (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” and/or “Termination Payments” 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” and/or “Termination Payments” 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. Such single FPCSC Termination Payment will be payable within five (5) Business Days by the Party owing such amount to the other.

(b) The Defaulting Party shall indemnify and hold the other Party harmless from all reasonable costs and expenses, including reasonable attorney fees, incurred in the exercise of its remedies hereunder.

(c) 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 closeout setoff applicable to all such Fixed Price Customer Supply Contracts as set forth above, and only one payment will be paid by the Party owing such amount.

(d) 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 Agreement and any other Fixed Price Customer Supply Contracts, including without limitation the calculation of Exposure for purposes of

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

determining how much collateral shall be posted and the calculation of a single closeout setoff across the Agreement and all other Fixed Price Customer Supply Contracts. The Parties would not enter into this Agreement except for their reliance on and with the understanding that such terms shall be effective.”

2523. Section 8.2— – Party B Credit Protection. Subsection (e) is replaced in its entirety, as follows:

“(e) If specified on the Cover Sheet, Party A shall deliver to Party B, prior to or concurrently with the execution and delivery of this Master Agreement, a Guaranty substantially in the form set forth in Exhibit A to the Collateral Annex.”

2624. Section 9.1 – Cooperation. Section 9.1 is deleted in its entirety.

25. Section 9.2— – Governmental Charges. Section 9.2 ~~shall be~~ amended by deleting the Section number and adding the following as a new last sentence:

“Either Party, upon written request of the other, shall provide a certificate of exemption or other reasonable satisfactory evidence of exemption if either Party is exempt from such Governmental Charges.

2726. Section 10.1— – Term of Master Agreement. Section 10.1 is replaced in its entirety, as follows:

“10.1 Term of Master Agreement. Unless earlier terminated pursuant to the terms of this Confirmation Agreement, the “Term” of this Confirmation Agreement shall be from the date first written above until payment for the last delivery of Product hereunder; provided, however, that such termination shall not affect or excuse the performance of either Party under any provision of this Confirmation Agreement that by its terms survives any such termination.”

2827. Section 10.2— – Representations and Warranties.

- (i) Section 10.2(viii) ~~shall be~~ amended by adding at the end thereof:

~~“;~~“it is understood that information and explanations of the terms and conditions of each such Transaction shall not be considered investment or trading advice or a recommendation to enter into that Transaction; no communication (written or oral) received from the other Party shall be deemed to be an assurance or guarantee as to the expected results of that Transaction; and the other Party is not acting as a fiduciary for or an adviser to it in respect of that Transaction;”

- (ii) Section 10.2 is amended by adding the following as a new subsection (xiii):

“(xiii) Each Party qualifies as (i) a “forward contract merchant” within the meaning of the United States Bankruptcy Code (“Bankruptcy Code”),

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

(ii) an “eligible contract participant” as defined at Section 1a(18) of the Commodity Exchange Act and ~~(iii)~~ as to transactions to be entered into on “electronic trading facilities”, an “eligible commercial entity” as defined at Section 1a(17) of the Commodity Exchange Act. The material terms of each Transaction have been individually negotiated and tailored to each Party.”

(iii) Section 10.2 is amended by adding the following as a new subsection (xiv);

“(xiv) Notwithstanding the representations and warranties set forth in 10.2(ii), in the event Seller does not have all necessary FERC authorizations for it to legally perform its obligations under this Master Agreement for each Transaction (including any Confirmation accepted in accordance with Section 2.3), Seller shall make any such filing with FERC no later than ten (10) Business Days after the execution of this Confirmation Agreement. Within the later of two (2) Business Days after (A) the execution of this Confirmation Agreement and (B) such filing of this Confirmation Agreement with FERC, Seller will give written notice of such filing to ~~the Buyer.~~ ~~The Seller will use its best efforts to secure the timely acceptance and/or approval from FERC without condition or modification in order to effectuate the terms of this Confirmation Agreement, and Buyer will not interfere with Seller’s efforts and will use commercially reasonable efforts, at Seller’s request and cost, to assist and support Seller in such efforts.~~ or oppose Seller’s efforts. Upon any action by FERC with respect to the above filing, whether acceptance, approval, rejection or otherwise, Seller shall promptly notify Buyer of any such action. Pending such FERC acceptance and/or approval, on or prior to ten (10) Business Days prior to the applicable Delivery Period, Seller shall either (i) give Buyer written notice that Seller will not deliver and schedule the Product with respect to such applicable Delivery Period, in which case the Quantity of the Product for such Delivery Period shall be zero (0) or (ii) commit to deliver the Product for such applicable Delivery Period and complete MISO scheduling tasks for such applicable Delivery Period pursuant to Section 3.2; provided, if Seller fails to give notice or commit deliver and schedule the Product within such time period, then the Quantity of the Product for such Delivery Period shall be zero (0). If Seller elects to deliver and schedule the Product, then Seller shall perform its obligations under this Confirmation Agreement with respect to such Product and Buyer shall have all rights to such Product so delivered and scheduled pursuant to this Confirmation Agreement. Buyer will not be required to make any payment to Seller pursuant to Section 3 hereof until Seller receives such acceptance and/or approval. Upon receipt of such FERC acceptance and/or approval, Seller may provide an invoice for all amounts then due under this Confirmation Agreement, which such invoice shall be paid by Buyer within ~~ten (10)~~ ~~twenty~~ (20) Business Days of receipt of such invoice. In the event FERC does not accept or approve this Confirmation Agreement without condition or modification or rejects this Confirmation Agreement, upon Seller’s or Buyer’s receipt of such condition, modification or rejection from FERC, this Confirmation

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

Agreement shall be of no further force or effect and neither Party will have any further liability or obligation to the other Party under this Confirmation Agreement, except to the extent Seller has committed to deliver and schedule Product as provided in (ii) above. In such event, Seller shall be liable for the delivery and scheduling of such Product pursuant to this Confirmation Agreement.”

2928. Section 10.7— – Notices. Section 10.7 is amended as follows:

By inserting in the fourth line after the word “service” the following: “, electronic means”; and

By inserting in the fourth line after the word “by” the following: “electronic means,”; and

By inserting the following at the end of the sentence in the fourth line: ““; provided, however, that any non-routine notices (e.g., notices of default) shall be delivered by a means other than an electronic means.”

3029. Section 10.8— – General. Section 10.8 is amended by adding the following to the end of the section:

“This Agreement may be executed in counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same original instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic means shall be effective as delivery of a manually executed counterpart of this Agreement. Electronic or fax copies of executed original copies of this Agreement shall be sufficient and admissible evidence of the content and existence of this Agreement to the same extent as the originally executed copy or copies (if executed in counterpart~~”).~~”

3430. Section 10.9— – Audit. Section 10.9 is amended by inserting the phrase “certified and authenticated copies of, or originals at the option of the Party providing the records,” in the second line between the phrase “to examine” and the phrase “the records.”

3231. Section 10.10— – Forward Contract. Section 10.10 is replaced in its entirety, as follows:

“10.10 Bankruptcy Issues. The Parties intend that (i) all Transactions constitute a “forward contract” within the meaning of the United States Bankruptcy Code (~~the “Bankruptcy Code”~~); (ii) all payments made or to be made by one Party to the other Party pursuant to this Agreement constitute “settlement payments” within the meaning of the Bankruptcy Code; (iii) all transfers of Performance Assurance by one Party to the other Party under this Agreement constitute “margin payments” within the meaning of the Bankruptcy Code; and (iv) this Agreement constitutes a “master netting agreement” within the meaning of the Bankruptcy Code. To the extent that Section 365 of the Bankruptcy Code applies to

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

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.”

3332. Section 10.11— – Confidentiality. Section 10.11 is replaced in its entirety, as follows:

“If the Parties have elected on the Cover Sheet to make this Section 10.11 applicable to this Master Agreement, neither Party shall disclose the terms or conditions of a Transaction under this Master Agreement or the completed Cover Sheet to, or any annex to, this Master Agreement to a third party (other than the Party’s or the Party’s Guarantor employees, lenders, counsel, accountants or advisors (all collectively referred to as “Representatives”) who have a need to know such information and who the Party is satisfied will keep such terms confidential) except 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; or request by a regulatory authority and in the event that any disclosure is requested or required by the regulatory authority or a government body by interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or applicable law, the Party subject to such request or requirement may disclose to the extent so requested or required but shall promptly notify the other Party, prior to such disclosure, if such Party’s counsel determines that such notice is permitted by law, so that the other Party may seek an appropriate protective order or waive compliance with the provisions of this Section 10.11. Failing the entry of a protective order or the receipt of a waiver hereunder, that Party may disclose that portion of the Confidential Information as requested or required. In any event, a Party will not oppose action by the other to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information; provided, however, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure. Notwithstanding the foregoing, Party B may disclose the terms of this Confirmation Agreement to the Illinois Power Agency (“IPA”). Each Party shall be liable for breach of any confidentiality obligation pursuant to this Master Agreement by such Representatives. 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. The Parties shall maintain the confidentiality of the terms of all Transactions in compliance with section 16-111.5(h) of the Illinois Public Utilities Act (220 ILCS 5/16-111.5(h)).”

33. A new ~~34.~~ The following is added to the Master Agreement as Section 10.12 is added as follows:

“10.12 Electronic Imaged Documents. Any original executed Agreement or other related document may be photocopied and stored on computer

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

tapes and disks (an “Imaged Agreement”). Any Imaged Agreement, if introduced as evidence on paper, and all computer records, 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 Confirmation Agreement or the Imaged Agreement (or photocopies of 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.”

~~34.~~ A new ~~35.~~ ~~The following is added to the Master Agreement as~~ Section 10.13 is added as follows:

“10.13 FERC Standard of Review; Mobile-Sierra Waiver.

(a) Absent the agreement of all Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any waiver in subsection (b) below is unenforceable or ineffective as to such Party), a non-party or FERC acting *sua sponte*, shall be solely the most strict standard 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 *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 (2008) and further refined in *NRG Power Marketing v. Maine Public Utilities Commission*, 558 U.S. 165 (2010) (the “Mobile-Sierra” doctrine). The Parties acknowledge that this agreement constitutes a contract rate, and all future proposed changes or challenges will be reviewed pursuant to the public interest application of the just and reasonable standard of review.

(b) In addition, and notwithstanding the foregoing subsection (a), to the fullest extent permitted by applicable law, each Party, for itself and its successors and assigns, hereby expressly and irrevocably waives any rights it can or may have, now or in the future, whether under §§ 205 and/or 206 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any section of this Agreement specifying the rate, charge, classification, or other term or condition agreed to by the Parties, it being the express intent of the Parties that, to the fullest extent permitted by applicable law, neither Party shall unilaterally seek to obtain from FERC any relief changing the rate, charge, classification, or other term or condition of this Agreement, notwithstanding any subsequent changes in applicable law or market conditions that may occur. In the event it were to be determined that applicable law precludes the Parties from waiving their rights to seek changes from FERC to their market-based power sales contracts

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

(including entering into covenants not to do so) then this subsection (b) shall not apply, provided that, consistent with the foregoing subsection (a), neither Party shall seek any such changes except solely under the “public interest” application of the “just and reasonable” standard of review and otherwise as set forth in the foregoing section (a).”

~~35.~~ 36. ~~The following is added to the Master Agreement as A new Section 10.14 is added as follows:~~

“10.14 Exclusive Jurisdiction. 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.”

B. The Collateral Annex is hereby amended as follows:

1. Introductory Paragraph—Place a period after the word “Agreement” in the third line and delete the remainder of the sentence.

2.- Paragraph 1. Definitions. The following changes are made to Paragraph 1:

(i) The definition of “Credit Rating” is replaced in its entirety, as follows:

““Credit Rating” means, with respect to any entity, the rating then assigned to such entity’s unsecured, senior long-term debt obligations (excluding, however, any debt obligations that are supported by specific third party credit enhancement that would not apply to payment obligations under this Agreement) or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as an “issuer default rating” by Fitch, or the “issuer rating” by Moody’s, or the “corporate issuer rating” or “corporate credit rating” by S&P if such entity is a U.S. utility operating company with an investment grade rating, or the “corporate issuer rating” or “corporate credit rating,” discounted one notch, by S&P if such entity is not a U.S. utility operating company with an investment grade rating. This definition of Credit Rating supersedes the definition of Credit Rating in all prior Fixed Price Customer Supply Contracts entered into between the Parties.”

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

(ii) The definition of “Credit Rating Event” is amended by deleting the reference to “Paragraph 6(a)(iii)” and replacing it with “Paragraph (6)(a)(ii)~~”~~.”

(iii) The definition of “Current Mark-to-Market Value” is amended by adding the following to end of definition:

“In determining Current Mark-to-Market Value pursuant to the Collateral Annex, a Party will be obligated to do the following: (1) the Party will communicate with at least two and no more than five Reference Market-~~makers~~Makers from the following list: NYMEX, ICAP, ~~Prebon~~, ICE and Amerex; (2) the Party will obtain bid and ask quotations from such Reference Market-~~makers~~Makers for energy products at a liquid delivery/settlement point for each remaining month of the Delivery Period; and (3) to the extent that such liquid delivery/settlement point varies from the Delivery Point, the Party shall calculate the basis difference between such liquid delivery/settlement point and the Delivery Point and apply it to the quotations to reflect locational price differences.”

(iv) The definition of “Downgraded Party” is amended by changing ~~“(i)”~~ to ~~“(ii)”~~.”

(v) The definition of “Exposure” is amended by adding the following paragraph as a separate paragraph after subsection (b):

“The definition of “Exposure” in the Collateral Annex is amended to include not only the Exposure under this Agreement, but the total credit exposure (the “Total Exposure Amount”) of Party B, on an aggregate basis, consisting of the sum of: (i) the Exposure Amount (however calculated under this Agreement and any other Fixed Price Customer Supply Contracts, including an amount calculated each Local Business Day reflecting the Settlement Amount that would be owed to Party B on such day if Party A had defaulted under such Fixed Price Customer Supply Contract) calculated by Party B in a commercially reasonable manner; provided, that if a Fixed Price Customer Supply Contract does not include provisions for margining mark-to-market exposure, then such Fixed Price Customer Supply Contract will not be included for purposes of this calculation; and (ii) any amount required as security from Party A pursuant to any Fixed Price Customer Supply Contract that is not collateral posted as margin and treated as part of any Exposure amount; provided, however, that in the event the Total Exposure Amount for any day is a negative number, the Total Exposure Amount shall be deemed to be zero for such day. Any collateral or security previously posted by Party A under this Agreement or any other Fixed Price Customer Supply Contract will be netted against the Total Exposure Amount when determining collateral requirements.”

(vi) The definition for “Fitch” is added as follows:

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

“Fitch” means Fitch Ratings Ltd., or its successor.

- (vii) The definition for “ICAP” is added as follows:

“ICAP” means ICAP plc.

- (viii) The definition for “ICE” is added as follows:

“ICE” means IntercontinentalExchange, Inc.

- (ix) The definition of “Letter of Credit” is replaced in its entirety, as follows:

““Letter of Credit” means an irrevocable, transferable, standby Letter of Credit issued by a ~~major U.S. commercial bank or a foreign bank with a U.S. branch office or a U.S. agency office utilizing either of the forms attached hereto as Exhibit B~~ Qualified Institution, in the form attached hereto as Exhibit B. Any Letter of Credit, Availability Certificate (Annex 3 to the Letter of Credit) and Notice of Extension of Letter of Credit (Annex 5 to the Letter of Credit) issued at the request of and for the account of Party A on or after the date of execution for this Agreement, under all of Party A’s Fixed Price Customer Supply Contracts, will be subject to the Credit Rating requirements for banks issuing Letters of Credit as set forth in this Confirmation Agreement.”

- (x) The definition of “Letter of Credit Default” is amended by deleting the definition in its entirety and replacing with the following:

““Letter of Credit Default” means with respect to an outstanding Letter of Credit, the occurrence of any of the following events: (i) the issuer of such Letter of Credit shall fail to maintain ~~during the Term the credit rating required under the Letter of Credit as of the Date of Issuance (as that term is used in the Letter of Credit);~~ a Credit Rating of at least “A” by S&P and “A2” by Moody’s and, if rated by Fitch, at least “A” by Fitch; (ii) the issuer of the Letter of Credit shall fail to comply with or perform its obligations under such Letter of Credit if such failure shall be continuing after the lapse of any applicable grace period; (iii) the issuer of such Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit; (iv) such Letter of Credit shall expire or terminate, or shall fail or cease to be in full force and effect at any time during the term of any Transaction under this Confirmation Agreement; or (v) any event analogous to an event specified in Section 5(a)(vii) of this Confirmation Agreement shall occur with respect to the issuer of such Letter of Credit; provided, however, that no Letter of Credit Default shall occur in any event with respect to a Letter of Credit after the time such Letter of Credit is required to be canceled or returned to the Pledging Party in accordance with the terms of this Annex.”

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

- (xi) The following definition of “Material Adverse Change” is added as follows:

““Material Adverse Change” means with respect to a Party, for the purposes of eligibility to hold Performance Assurance, the applicable Credit Rating is below “BBB-” by S&P, is below “Baa3” by Moody’s or is below “BBB-” by Fitch; provided, that such Party is rated by only one or two of such credit rating agencies. In the event that a Party is rated by all three credit rating agencies, then the lower of the two highest ratings will apply for purposes of determining a “Material Adverse Change” and (b) in the event that the two highest ratings are common, such common rating will apply for purposes of determining a “Material Adverse Change”.” Additionally, a “Material Adverse Change” will occur if all of such applicable Credit Ratings are withdrawn subsequent to the date of this Confirmation Agreement.”

- (xii) The definition of “Notification Time” is replaced in its entirety, as follows:

““Notification Time” means 1:00 P.M., New York time, on any Calculation Date.”

- (xiii) The following definition for “NYMEX” is added as follows:

““NYMEX” means the New York Mercantile Exchange, Inc.”

- ~~(xiv)~~ The definition for “Prebon” is added as follows:

““Prebon” means Prebon Energy Inc.”

- ~~(xv)~~(xiv) The definition of “Qualified Institution” is replaced in its entirety, as follows:

““Qualified Institution” means a major U.S. commercial bank or a foreign bank with a U.S. branch office or a U.S. agency office with a Credit Rating of at least “A” by S&P and “A2” by Moody’s and, if rated by Fitch, at least “A” by Fitch.”

- ~~(xvixv)~~ The definition of “Secured Party” is amended by deleting “Paragraph 3(b)” and replacing it with “Paragraph 3(a~~2~~) .”

- ~~(xvixvi)~~ The following definition for “Tangible Net Worth” or “TNW” is added as follows:

““Tangible Net Worth” or “TNW” means total assets of a Party (or its Guarantor, if applicable) less intangible assets and total liabilities of such entity. Intangible assets include benefits such as goodwill, patents, copyrights and trademarks.”

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

3. Paragraph 3. Calculations of Collateral Requirement.

- (i) Subparagraph 3(b) is amended by revising the first sentence to read in its entirety, as follows:

“The “Collateral Requirement” for Party B shall be zero. The “Collateral Requirement” for Party A (the “Pledging Party”) means the Secured Party’s Net Exposure minus the sum of:”

- (ii) Subparagraph (b)(2) is replaced in its entirety, as follows:

(2) the amount of Cash previously Transferred to the Secured Party and the amount of Cash held by the Secured Party as Performance Assurance as a result of drawing under any Letter of Credit; plus

4. Paragraph 4. Delivery of Performance Assurance. Paragraph 4 is replaced in its entirety, as follows:

“On any Calculation Date on which (a) no Event of Default or Potential Event of Default has occurred and is continuing with respect to the Secured Party, (b) no Early Termination Date has occurred or been designated as a result of an Event of Default with respect to the Secured Party for which there exist any unsatisfied payment Obligations, and (c) the Pledging Party’s Collateral Requirement equals or exceeds its Minimum Transfer Amount, after first rounding up to the nearest integer multiple of the Rounding amount, then the Secured Party may demand that the Pledging Party Transfer to the Secured Party, and the Pledging Party shall, after receiving such notice from the Secured Party, Transfer, or cause to be Transferred to the Secured Party, Performance Assurance for the benefit of the Secured Party, having a Collateral Value at least equal to the Pledging Party’s Collateral Requirement. Unless otherwise agreed in writing by the Parties, (i) Performance Assurance (other than Cash) demanded of a Pledging Party on or before the Notification Time on a Local Business Day shall be provided by the close of business on the next Local Business Day thereafter, (ii) Performance Assurance (other than Cash) demanded of a Pledging Party after the Notification Time on a Local Business Day shall be provided by the close of business on the second Local Business Day thereafter, (iii) Performance Assurance that is Cash demanded of a Pledging Party on or before the Notification Time on a Local Business Day shall be provided by the close of business on the next Local Business Day, and (iv) Performance Assurance that is Cash demanded of a Pledging Party after the Notification Time on a Local Business Day shall be provided by the close of business on the second Local Business Day thereafter. Any Letter of Credit or other type of Performance Assurance (other than Cash) shall be Transferred to such address as the Secured Party shall specify and any such demand made by the Secured Party pursuant to this Paragraph 4 shall specify account information for the account to which Performance Assurance in the form of Cash shall be Transferred.”

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

5. Paragraph 5. Reduction and Substitution of Performance Assurance.

- (i) Subparagraph (a) is amended by ~~adding after the words “provided that”~~ inserting the words “after first rounding down to the nearest integer multiple of the Rounding amount and” ~~after the words “provided that” in the fourth line.~~
- (ii) Subparagraph (a) is amended by deleting “before the Notification Time on a Business Day” and replacing it with “before the Notification Time on a Local Business Day” ~~in the nineteenth line.~~

6. Paragraph 6. Administration of Performance Assurance.

- (i) Subparagraph 6(a)(i) is amended by inserting the words “(other than Paragraph 6(a)(ii)(B))” after the words “then the provisions of Paragraph 6(a)(ii)” ~~in the fifth line.~~
- (ii) Subparagraph 6(a)(ii)(B) is amended by (a) deleting “to perfect the security interest of the Non-Downgraded Party” and replacing it with “to perfect the security interest of the Downgraded Party” ~~in the eleventh line~~ and ~~(b) deleting the last two (2) sentences of that paragraph~~ subparagraph.
- (iii) A new ~~subsection,~~ Subparagraph 6(a)(iv) is added, as follows:

(iv) Notwithstanding the above, any Cash received by ~~the~~ Buyer may be temporarily commingled with its general Cash until such time as a separate account can be established on behalf of ~~the~~ Seller at a Qualified Institution, ~~(if one does not currently exist).~~ Buyer shall use commercially reasonable efforts to establish a separate account on behalf of Seller as soon as reasonably possible. In addition, when funds are wired to ~~the~~ Buyer’s general account, funds may be temporarily commingled until such time as the funds can be transferred from ~~the~~ Buyer’s general receiving account to ~~the~~ Buyer’s separate account on behalf of the Seller at the Qualified Institution. Such periods are generally of short duration and no interest shall be calculated or paid on amounts held during such time.

7. Paragraph 7. Exercise of Rights Against Performance Assurance. Subparagraph 7(a)(i) is amended by replacing the words “and any other applicable jurisdiction” with “(as adopted by the applicable jurisdiction)” ~~in the second line.~~

8. Paragraph 8. Disputed Calculations. Paragraph 8 is replaced in its entirety, as follows:

“(a) If the Pledging Party disputes the amount of Performance Assurance requested by the Secured Party and such dispute relates to the amount of

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

the Net Exposure claimed by the Secured Party, then the Pledging Party shall (i) notify the Secured Party of the existence and nature of the dispute not later than the Notification Time on the first Local Business Day following the date that the demand for Performance Assurance is received by the Pledging Party pursuant to Paragraph 4, and (ii) provide Performance Assurance to or for the benefit of the Secured Party in an amount equal to the Pledging Party's own estimate, made in good faith and in a commercially reasonable manner, of the Pledging Party's Collateral Requirement in accordance with Paragraph 4. In all such cases, the Parties thereafter shall promptly consult with each other in order to reconcile the two conflicting amounts. If the Parties have not been able to resolve their dispute on or before the second Local Business Day following the date that the notice of the dispute is made by the Pledging Party, then the Secured Party's Net Exposure shall be recalculated by each Party requesting quotations from one (1) Reference Market-Maker within two (2) Local Business Days (taking the arithmetic average of those obtained to obtain the average Current Mark-to-Market Value; provided, that, if only one (1) quotation can be obtained, then that quotation shall be used) for the purpose of recalculating the Current Mark-to-Market Value of each Transaction in respect of which the Parties disagree as to the Current Mark-to-Market Value thereof, and the Secured Party shall inform the Pledging Party of the results of such recalculation (in reasonable detail). Performance Assurance shall thereupon be provided, returned, or reduced, if necessary, on the next Local Business Day in accordance with the results of such recalculation.

(b) If the Secured Party disputes the amount of Performance Assurance to be reduced by the Pledging Party and such dispute relates to the amount of the Net Exposure claimed by the Pledging Party, then the Secured Party shall (i) notify the Pledging Party of the existence and nature of the dispute not later than the Notification Time on the first Local Business Day following the date that the demand to reduce Performance Assurance is received by the Secured Party pursuant to Paragraph 5(a), and (ii) effect the reduction of Performance Assurance to or for the benefit of the Pledging Party in an amount equal to the Secured Party's own estimate, made in good faith and in a commercially reasonable manner, of the Pledging Party's Collateral Requirement in accordance with Paragraph 5(a). In all such cases, the Parties thereafter shall promptly consult with each other in order to reconcile the two conflicting amounts. If the Parties have not been able to resolve their dispute on or before the second Local Business Day following the date that the notice of the dispute is made by the Secured Party, then the Secured Party's Net Exposure shall be recalculated by each Party requesting quotations from one (1) Reference Market-Maker within two (2) Local Business Days (taking the arithmetic average of those obtained to obtain the average Current Mark-to-Market Value; provided, that, if only one (1) quotation can be obtained, then that quotation shall be used) for the purpose of recalculating the Current Mark-to-Market Value of each Transaction in respect of which the Parties disagree as to the Current Mark-to-Market Value thereof, and the Secured Party shall

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

inform the Pledging Party of the results of such recalculation (in reasonable detail). Performance Assurance shall thereupon be provided, returned, or reduced, if necessary, on the next Local Business Day in accordance with the results of such recalculation.”

~~9. Paragraph 9. Covenants; Representations and Warranties; Miscellaneous. Paragraph 9(a) is amended by deleting the parenthetical therein.~~

~~10.9.~~ Paragraph 10. Elections and Variables. The following constitutes changes and elections in the Cover Sheet to Paragraph 10 to the Collateral Annex and are the Paragraph 10 Elections referenced in the Collateral Annex. Any elections not included below are inapplicable. The Paragraph 10 to the Collateral Annex is attached as Exhibit E.

(i) Section I, Subsection A is replaced in its entirety, as follows:

“A. Party A Collateral Threshold

[x] “Collateral Threshold Amount” means, with respect to Party A or its Guarantor, if applicable, the amount determined in accordance with Table A below; provided that (i) for the applicable Credit Rating within Table A, Collateral Threshold Amount for such Party shall be the lesser of that Party’s applicable percentage of Tangible Net Worth or the amount shown as the Credit Limit; and provided further, that in the event Party A or its Guarantor is (a) only rated by one Credit Rating Agency, such Credit Rating will apply; (b) rated by two Credit Rating Agencies, the lower of the two Credit Ratings will apply; (c) rated by all three Credit Rating Agencies, then the lower of the two highest Credit Ratings will apply and (d) in the event that the two highest Credit Ratings are common, such common Credit Rating will apply; (ii) if Party A’s Guarantor has provided a corporate guaranty, the Collateral Threshold Amount shall be the lesser of the Collateral Threshold Amount as determined by (i) above or the amount of such corporate guaranty; provided, that Party A’s Guarantor will be granted a single Credit Limit to be applied to all Fixed Price Customer Supply Contracts for which it guarantees payment obligations on behalf of one or more parties to such Fixed Price Customer Supply Contracts; (iii) upon the occurrence and during the continuance of an Event of Default, Potential Event of Default, or Specified Condition with respect to Party A, Party A’s Collateral Threshold Amount shall be zero; and (iv) if none of Moody’s, S&P nor Fitch assign a Credit Rating to Party A or its Guarantor, as applicable, Party A’s Collateral Threshold Amount shall be zero.

Party A will be granted a single Credit Limit to be applied across this Agreement and all other Fixed Price Customer Supply Contracts. The maximum level of the Credit Limit to be provided to the Guarantor will be determined in accordance with Table A below.

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

If Party A has one or more Affiliates that are parties to a Fixed Price Customer Supply Contract (“FPCSC Affiliates”), Party A and its FPCSC Affiliate(s) will each be granted a separate, stand-alone Credit Limit. In this case, Party A’s Credit Limit will be the lower of (a) the appropriate Credit Limit as shown in Table A; and (b) an amount determined by dividing the appropriate Credit Limit as shown in Table A for Party A by the sum of the appropriate Credit Limits applicable for Party A and each FPCSC Affiliate and multiplying such amount by ~~\$830~~,000,000.

Credit Rating			Threshold (the lesser of the following)	
S&P	Moody’s	Fitch	Percent of Tangible Net Worth	Credit Limit
A- and above	A3 and above	A- and above	165 %	\$830 ,000,000
BBB+	Baa1	BBB+	102.5 %	\$6020 ,000,000
BBB	Baa2	BBB	82.0 %	\$4015 ,000,000
BBB-	Baa3	BBB-	61.5 %	\$2010 ,000,000
Below BBB-	Below Baa3	Below BBB-	0%	\$0

(ii) Section I, Subsection B is amended by deleting all the language that appears under the heading and replacing it with “Not Applicable.”

(iii) The following election is made with respect to Section II- **Eligible Collateral and Valuation Percentage**:

The following items will qualify as “Eligible Collateral” for the Party specified:

		PARTY A	PARTY B	Valuation Percentage
(A)	Cash	[X]	N/A	[100%] %
(B)	Letters of Credit	[X]	N/A	100% of the Letter of Credit unless (i) a Letter of Credit Default shall apply with respect to such Letter of Credit, or (ii) twenty (20) or fewer Business Days remain prior to the expiration of such Letter of Credit, in either of which case the Valuation Percentage shall be zero (0).

(iv) The following elections are made with respect to Section IV **Minimum Transfer Amount**:

A. Party A Minimum Transfer Amount: \$100,000

B. Party B Minimum Transfer Amount: \$N/A

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

- (v) The following elections are made with respect to Section V **Rounding Amount:**

A. Party A Rounding Amount: \$100,000

B. Party B Rounding Amount: \$N/A

- (vi) The following elections are made with respect to Section VI **Administration of Cash Collateral:**

B. Party B Eligibility to Hold Cash.

Party B shall be entitled to hold Performance Assurance in the form of Cash provided that the following conditions are satisfied: (1) it is not a Defaulting Party and no Material Adverse Change has occurred with respect to Party B; (2) Performance Assurance shall be held only in any jurisdiction within the United States; and (3) Performance Assurance shall be held only by a Qualified Institution. To the extent Party B is entitled to hold Cash, the Interest Rate payable to Party A on Cash shall be as selected below:

Party B Interest Rate.

Federal Funds Effective Rate - the rate for that day opposite the caption "Federal Funds (Effective)" as set forth in the weekly statistical release designated as H.15(519), or any successor publication, published by the Board of Governors of the Federal Reserve System.

- (vii) The following elections are made with respect to Section VII **Notification Time:**

Other - 1:00 P.M., New York time, on any Calculation Date.

- (viii) The Collateral Annex is amended to include Exhibit A as the Form of Guaranty.

- (ix) The Collateral Annex is amended to include Exhibit B as the Form of Letter of Credit and Schedule 1 is deleted in its entirety.

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

MidAmerican Energy Company

~~IN WITNESS WHEREOF, the Parties have caused this Confirmation Agreement to be executed as of the _____ day of _____, 2016.~~

~~Ameren Illinois Company d/b/a Ameren Illinois~~ _____

By: _____
Name:
Title:

By: _____
Name:
Title:

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

EXHIBIT A

Form of Guaranty

THIS GUARANTY (this "Guaranty"), dated as of _____, 20__, is made by _____ (the "Guarantor"), a _____ organized and existing under the laws of _____, in favor of ~~Ameren Illinois~~MidAmerican Energy Company ~~d/b/a Ameren Illinois~~ (the "~~Guaranteed Party~~Beneficiary"), a corporation organized and existing under the laws of the State of ~~Illinois~~Iowa.

Terms not defined herein shall have the meanings given to them in the [_____] dated _____, 20__ (as amended, modified or extended from time to time, the "Agreement"), between the ~~Guaranteed Party~~Beneficiary and _____, a _____ organized and existing under the laws of _____ (the "Counterparty"). This Guaranty is made by Guarantor in consideration for, and as an inducement for the ~~Guaranteed Party~~Beneficiary to enter into, the Agreement with the Counterparty. Guarantor, subject to the terms and conditions hereof, hereby unconditionally, irrevocably and absolutely guarantees to the ~~Guaranteed Party~~Beneficiary the full and prompt payment and performance when due, subject to any applicable grace period, of all payment obligations of the Counterparty to the ~~Guaranteed Party~~Beneficiary arising out of the Agreement. Without limiting the generality of the foregoing, Guarantor further agrees as follows:

1. The Guarantor, as primary obligor and not merely as surety, hereby irrevocably, ~~absolutely~~ and unconditionally guarantees the full and prompt payment when due (whether by acceleration or otherwise) of any sums due and payable by the Counterparty ~~as a result of an Event of Default~~ under the Agreement (including, without limitation, indemnities, damages, fees and interest thereon, pursuant to the terms of the Agreement). Notwithstanding anything to the contrary herein, the maximum aggregate liability of the Guarantor under this Guaranty shall in no event exceed _____; provided, that Guarantor will be responsible for all reasonable legal fees, costs, and expenses incurred by the ~~Guaranteed Party~~Beneficiary in enforcing the obligations ~~or for the protection of Beneficiary's rights~~ under this Guaranty apart from such liability cap. All such principal, interest, obligations and liabilities, collectively, are the "Guaranteed Obligations~~."~~." This Guaranty is a guarantee of payment and not of collection.

~~2. The Guarantor hereby waives diligence, acceleration, notice of acceptance of this Guaranty and notice of any liability to which it may apply, and waives presentment and all demands whatsoever except as noted herein, notice of protest, notice of dishonor or nonpayment of any such liability, suit or taking of other action by any Guaranteed Party against, and any other notice to, any party liable thereon (including the Guarantor or any other guarantor), filing of claims with a court in the event of the insolvency or bankruptcy of the Counterparty, and any right to require a proceeding first against the Counterparty.~~

2. The Guarantor hereby waives (a) notice of acceptance of this Guaranty, notice of the creation or existence of any of the Obligations and notice of any action by the Beneficiary in reliance hereon or in connection herewith; notice of the entry into any Contract or any waiver of consent under any Contract, including waivers of the payment and performance of the obligations thereunder; (b) presentment and demand concerning the liabilities of Counterparty or Guarantor; (c) notice of any dishonor or default by, or disputes with, Counterparty; (d) diligence; and (e) any right to require that Beneficiary bring any action or proceeding against Counterparty or any other person, or to require that Beneficiary seek enforcement of any performance against Counterparty or any other person, prior to any demand for payment or other action against Guarantor under the terms hereof. Guarantor agrees that Beneficiary may, at any time and from time to time, without notice to or consent of Guarantor and without impairing or releasing the liability and obligations of Guarantor hereunder: (i) take or fail to take any action of any kind in respect of any collateral for any Obligation or liability of Counterparty to Beneficiary; and (ii) compromise or subordinate any Obligation or liability of Counterparty to Beneficiary, including any collateral therefor.

3. The ~~Guaranteed Party~~Beneficiary may, at any time and from time to time, without notice to or consent of the Guarantor, without incurring responsibility to the Guarantor and without impairing or releasing the obligations of the Guarantor hereunder, upon or without any terms or conditions: (a) take or refrain from taking any and all

March 11, 2016

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actions with respect to the Guaranteed Obligations, any document or any person (including the Counterparty) that the ~~Guaranteed Party determine in their~~ Beneficiary determines in its sole discretion to be necessary or appropriate; (b) take or refrain from taking any action of any kind in respect of any security for any Guaranteed Obligation(s) or liability of the Counterparty to the ~~Guaranteed Party~~ Beneficiary; or (c) compromise or subordinate any Guaranteed Obligation(s) or liability of the Counterparty to the ~~Guaranteed Party~~ Beneficiary including any security therefor.

4. Subject to the terms and conditions hereof, the obligations of the Guarantor under this Guaranty are absolute, irrevocable and unconditional and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by: (a) any extension, renewal, settlement, compromise, waiver, consent, discharge or release by the Counterparty concerning any provision of the Agreement in respect of any Guaranteed Obligations of the Counterparty; (b) the rendering of any judgment against the Counterparty or any action to enforce the same; (c) the existence, or extent of, any release, exchange, surrender, nonperfection or invalidity of any direct or indirect security for any of the Guaranteed Obligations; (d) any modification, amendment, waiver, extension of or supplement to any of the Agreement or the Guaranteed Obligations agreed to from time to time by the Counterparty and the ~~Guaranteed Party~~ Beneficiary; (e) any change in the corporate existence (including its ~~articles, bylaws, operating agreement~~, constitution, laws, rules, regulations or powers, ~~as each is applicable~~), structure or ownership of the Counterparty or the Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceedings affecting the Counterparty or its assets, the Guarantor or any other guarantor of any of the Guaranteed Obligations; (f) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the Counterparty, the ~~Guaranteed Party~~ Beneficiary or any other ~~corporation~~ entity or person, whether in connection herewith or in connection with any unrelated transaction; provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim; (g) the invalidity, irregularity or unenforceability in whole or in part of the Agreement or any Guaranteed Obligations or any instrument evidencing any Guaranteed Obligations or the absence of any action to enforce the same, or any provision of applicable law or regulation purporting to prohibit payment by the Counterparty of amounts to be paid by it under the Agreement or any of the Guaranteed Obligations; and (h) except for a failure to comply with any applicable statute of limitations, any other act or omission to act or delay of any kind of the Counterparty, any other guarantor, the ~~Guaranteed Party~~ Beneficiary or any other corporation, entity or person or any other event, occurrence or circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of the Guarantor's obligations hereunder.

5. The Guarantor hereby irrevocably waives (a) any right of reimbursement or contribution, and (b) any right of salvage against the Counterparty or any collateral security or guaranty or right of offset held by the ~~Guaranteed Party~~ Beneficiary therefor until all Guaranteed Obligations to the ~~Guaranteed Party~~ Beneficiary pursuant to the Agreement have been irrevocably paid in full.

6. The Guarantor will not exercise any rights which it may acquire by way of subrogation or any other right to payment until all Guaranteed Obligations to the ~~Guaranteed Party~~ Beneficiary pursuant to the Agreement have been irrevocably paid in full.

7. Subject to the terms and conditions hereof, this Guaranty is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. Except for a failure to comply with any applicable statute of limitations, no failure or delay on the part of the ~~Guaranteed Party~~ Beneficiary in exercising any right, power or privilege hereunder, and no course of dealing between the Guarantor and ~~a Guaranteed Party~~ the Beneficiary, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any rights, powers or remedies, which ~~a Guaranteed Party~~ the Beneficiary would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of ~~a Guaranteed Party~~ the Beneficiary to any other or further action in any circumstances without notice or demand.

8. This Guaranty shall be binding upon the Guarantor and upon its successors and assigns and shall inure to the benefit of and be enforceable by the ~~Guaranteed Party~~ Beneficiary and ~~their~~its successors and assigns; provided,

March 11, 2016

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however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the ~~Guaranteed Party~~Beneficiary. The assignment rights of the ~~Guaranteed Party~~Beneficiary will be in accordance with any applicable terms of the Agreement.

9. Neither this Guaranty nor any provision hereof may be amended, modified, changed, waived, discharged or terminated except upon written agreement of the ~~Guaranteed Party~~Beneficiary and the Guarantor.

10. The Guarantor's liability as guarantor shall continue and remain in full force and effect in the event that all or any part of any payment made hereunder or any obligation or liability guaranteed hereunder is recovered (as a fraudulent conveyance, preference or otherwise) rescinded or must otherwise be reinstated or returned due to bankruptcy or insolvency laws or otherwise. If claim is ever made upon the ~~Guaranteed Party~~Beneficiary for repayment or recovery of any amount or amounts received from the Guarantor or the Counterparty in payment or on account of any of the Guaranteed Obligations and the ~~Guaranteed Party~~Beneficiary repays all or part of such amount by reason of (a) any judgment, decree or order of any court or administrative body having jurisdiction over such payee or any of its property, or (b) any settlement or compromise of any such claim effected by such payee with any such claimant (including the Guarantor), then and in such event the Guarantor agrees that any such judgment, decree, order, settlement or compromise shall be binding upon it, notwithstanding any revocation hereof or the cancellation of the Agreement or other instrument evidencing any liability of the Guarantor, and the Guarantor shall be and remain liable to the ~~Guaranteed Party~~Beneficiary hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by the ~~Guaranteed Party~~Beneficiary.

11. Subject to Paragraph 10, this Guaranty shall remain in full force and effect until all Guaranteed Obligations have been fully and finally performed, at which point it will expire. The Guarantor may terminate this Guaranty upon thirty (30) days prior written notice to the ~~Guaranteed Party~~Beneficiary which termination shall be effective only upon receipt by the ~~Guaranteed Party~~Beneficiary of alternative means of security or credit support, as specified in the Agreement and in a form reasonably acceptable to the ~~Guaranteed Party~~Beneficiary. Upon the effectiveness of any such expiration or termination, the Guarantor shall have no further liability under this Guaranty, except with respect to the Guaranteed Obligations arising or created prior to the time the expiration or termination is effective, which Guaranteed Obligations shall remain guaranteed pursuant to the terms of this Guaranty until finally and fully paid and performed.

12. All notices and other communications hereunder shall be made at the addresses by hand delivery, by the next day delivery service effective upon receipt, or by certified mail return receipt requested (effective upon scheduled weekday delivery day) or telefacsimile (effective upon receipt of evidence, including telefacsimile evidence, that telefacsimile was received)

If to the Guarantor:

[To be completed]

If to the ~~Guaranteed Party~~Beneficiary:

[To be completed]

13. The Guarantor represents and warrants that: (a) it is duly organized and validly existing under the laws of the jurisdiction in which it was organized and has the full power and authority to execute, deliver, and perform this Guaranty; (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over the Guarantor is required on the part of the Guarantor for the execution, delivery and performance of this Guaranty except for those already made or obtained; (c) this Guaranty constitutes a valid and legally binding agreement of the Guarantor, and is enforceable against the Guarantor in accordance with its terms; and (d) the execution, delivery and performance of this Guaranty by the Guarantor have been and remain

March 11, 2016

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duly authorized by all necessary corporate or comparable action and do not contravene any provision of its constituent documents or any law, regulation or contractual restriction binding on it or its assets.

14. This Guaranty and the rights and obligations of the Counterparty and the Guarantor hereunder shall be construed in accordance with and governed by the laws of the State of New York, ~~without regard to principles of conflict of laws.~~ The Guarantor and ~~Guaranteed Party~~the Beneficiary agree and irrevocably submit to the exclusive jurisdiction of state and federal courts located in the Northern District of the State of Illinois over any disputes arising or relating to this Guaranty and waive and agree not to assert as a defense any objections to venue or inconvenient forum. The Guarantor and the ~~Guaranteed Party~~Beneficiary consent to and grant any such court jurisdiction over the person of such party and over the subject matter of such dispute and agree that summons or other legal process in connection with any such action or proceeding shall be deemed properly and effectively served when sent by certified U.S. mail, return receipt requested, to the address of the other party set forth in Paragraph 12 hereof, or in such other manner as may be permitted by law. ~~The Guarantor and the Guaranteed Party each hereby irrevocably waives any and all rights to trial by jury with respect to any legal proceeding arising out of or relating to this Guaranty.~~ TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE GUARANTOR AND THE BENEFICIARY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

~~15. This writing is the complete and exclusive statement of the terms of this Guaranty and supersedes all prior oral or written representations, understandings, and agreements between the~~ 15. ~~This writing is the complete and exclusive statement of the terms of this Guaranty and supersedes all prior oral or written representations, understandings, and agreements between the~~ ~~Guaranteed Party~~Beneficiary and the Guarantor with respect to subject matter hereof. The ~~Guaranteed Party~~Beneficiary and the Guarantor agree that there are no conditions to the full effectiveness of this Guaranty.

16. Every provision of this Guaranty is intended to be severable. If any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

17. If the Guarantor is a trust: no trustee of the Guarantor shall be held to any liability whatsoever for any obligation under this Guaranty, and this Guaranty shall not be enforceable against any such trustee in their or its, his or her individual capacities or capacity; and this Guaranty shall be enforceable against the trustees of the Guarantor only as such, and every person, firm, association, trust or corporation having any claim or demand arising under this Guaranty and relating to the Guarantor or any trustee of the Guarantor shall look solely to the trust estate of the Guarantor for the payment or satisfaction thereof.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed and delivered as of the date first written above to be effective as of the earliest effective date of any of the Agreement.

[GUARANTOR]

By: _____

Title:

March 11, 2016

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Schedule 1 to the Form of Guaranty

This Schedule 1 to the Form of Guaranty contains modifications to the Form of Guaranty that are acceptable to ~~Ameren Illinois~~MidAmerican Energy Company.

Modification #1

Introductory Paragraph—Original

THIS GUARANTY (this “Guaranty”), dated as of _____, 20__, is made by _____ (the “Guarantor”), a _____ organized and existing under the laws of _____, in favor of ~~MidAmerican Energy~~~~Ameren Illinois~~ Company ~~d/b/a Ameren Illinois~~ (the “~~Beneficiary~~~~Guaranteed Party~~”), a corporation organized and existing under the laws of the State of ~~Iowa~~~~Illinois~~.

Terms not defined herein shall have the meanings given to them in the [_____] dated _____, 20__ (as amended, modified or extended from time to time, the “Agreement”), between the ~~Beneficiary~~~~Guaranteed Party~~ and _____, a _____ organized and existing under the laws of _____ (the “Counterparty”). This Guaranty is made by Guarantor in consideration for, and as an inducement for the ~~Beneficiary~~~~Guaranteed Party~~ to enter into, the Agreement with the Counterparty. Guarantor, subject to the terms and conditions hereof, hereby unconditionally, irrevocably and absolutely guarantees to the ~~Beneficiary~~~~Guaranteed Party~~ the full and prompt payment and performance when due, subject to any applicable grace period, of all payment obligations of the Counterparty to the ~~Beneficiary~~~~Guaranteed Party~~ arising out of the Agreement. Without limiting the generality of the foregoing, Guarantor further agrees as follows:

Acceptable Modifications:

THIS GUARANTY (this “Guaranty”), dated as of _____, 20__, is made by _____ (the “Guarantor”), a _____ organized and existing under the laws of _____, in favor of ~~Ameren Illinois~~MidAmerican Energy Company ~~d/b/a Ameren Illinois~~ (the “~~Guaranteed Party~~~~Beneficiary~~”), a corporation organized and existing under the laws of the State of ~~Illinois~~Iowa.

Terms not defined herein shall have the meanings given to them in the [_____] dated _____, 20__ (as amended, modified or extended from time to time, the “Agreement”), between the ~~Guaranteed Party~~~~Beneficiary~~ and _____, a _____ organized and existing under the laws of _____ (the “Counterparty”). This Guaranty is made by Guarantor in consideration for, and as an inducement for the ~~Guaranteed Party~~~~Beneficiary~~ to enter into, the Agreement with the Counterparty. Guarantor, subject to the terms and conditions hereof, hereby unconditionally, irrevocably and absolutely guarantees to the ~~Guaranteed Party~~~~Beneficiary~~ the full and prompt payment and performance when due, subject to any applicable grace period, of all payment obligations of the Counterparty to the ~~Guaranteed Party~~~~Beneficiary~~ arising out of the Agreement. If Counterparty fails to pay any Guaranteed Obligations when due, Guarantor shall, as an independent obligation, promptly upon receiving written notice of such failure from ~~Guaranteed Party~~the ~~Beneficiary~~, pay such Guaranteed Obligation to ~~Guaranteed Party~~the ~~Beneficiary~~ in accordance with the terms and provisions of the Agreement. Without limiting the generality of the foregoing, Guarantor further agrees as follows:

March 11, 2016

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Modification #2

Introductory Paragraph—Original

THIS GUARANTY (this “Guaranty”), dated as of _____, 20__, is made by _____ (the “Guarantor”), a _____ organized and existing under the laws of _____, in favor of ~~MidAmerican Energy~~~~Ameren Illinois~~ Company ~~d/b/a Ameren Illinois~~ (the “~~Beneficiary~~~~Guaranteed Party~~”), a corporation organized and existing under the laws of the State of ~~Iowa~~~~Illinois~~.

Terms not defined herein shall have the meanings given to them in the [_____] dated _____, 20__ (as amended, modified or extended from time to time, the “Agreement”), between the ~~Beneficiary~~~~Guaranteed Party~~ and _____, a _____ organized and existing under the laws of _____ (the “Counterparty”). This Guaranty is made by Guarantor in consideration for, and as an inducement for the ~~Beneficiary~~~~Guaranteed Party~~ to enter into, the Agreement with the Counterparty. Guarantor, subject to the terms and conditions hereof, hereby unconditionally, irrevocably and absolutely guarantees to the ~~Beneficiary~~~~Guaranteed Party~~ the full and prompt payment and performance when due, subject to any applicable grace period, of all payment obligations of the Counterparty to the ~~Beneficiary~~~~Guaranteed Party~~ arising out of the Agreement. Without limiting the generality of the foregoing, Guarantor further agrees as follows:

Acceptable Modifications:

THIS GUARANTY (this “Guaranty”), dated as of _____, 20__, is made by _____ (the “Guarantor”), a _____ organized and existing under the laws of _____, in favor of ~~Ameren Illinois~~~~MidAmerican Energy~~ Company ~~d/b/a Ameren Illinois~~ (the “~~Guaranteed Party~~~~Beneficiary~~”), a corporation organized and existing under the laws of the State of ~~Illinois~~~~Iowa~~.

Terms not defined herein shall have the meanings given to them in the [_____] dated _____, 20__ (as amended, modified or extended from time to time, the “Agreement”), between the ~~Guaranteed Party~~~~Beneficiary~~ and _____, a _____ organized and existing under the laws of _____ (the “Counterparty”). This Guaranty is made by Guarantor in consideration for, and as an inducement for the ~~Guaranteed Party~~~~Beneficiary~~ to enter into, the Agreement with the Counterparty. Guarantor, subject to the terms and conditions hereof, hereby unconditionally, irrevocably and absolutely guarantees to the ~~Guaranteed Party~~~~Beneficiary~~ the full and prompt payment ~~and performance~~ when due, subject to any applicable grace period, of all payment obligations of the Counterparty to the ~~Guaranteed Party~~~~Beneficiary~~ arising out of the Agreement. Without limiting the generality of the foregoing, Guarantor further agrees as follows:

March 11, 2016

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Modification #3

Section 1—Original

1. The Guarantor, as primary obligor and not merely as surety, hereby irrevocably, **absolutely** and unconditionally guarantees the full and prompt payment when due (whether by acceleration or otherwise) of any sums due and payable by the Counterparty ~~as a result of an Event of Default~~ under the Agreement (including, without limitation, indemnities, damages, fees and interest thereon, pursuant to the terms of the Agreement). Notwithstanding anything to the contrary herein, the maximum aggregate liability of the Guarantor under this Guaranty shall in no event exceed _____; provided, that Guarantor will be responsible for all reasonable legal fees, costs, and expenses incurred by the ~~Beneficiary~~~~Guaranteed Party~~ **Beneficiary** in enforcing the obligations ~~or for the protection of Beneficiary's rights~~ under this Guaranty apart from such liability cap. All such principal, interest, obligations and liabilities, collectively, are the "Guaranteed Obligations."~~”~~ This Guaranty is a guarantee ~~of payment and not of collection~~.

Acceptable Modifications:

1. The Guarantor, as primary obligor and not merely as surety, hereby irrevocably, **absolutely** and unconditionally guarantees the full and prompt payment when due (whether by acceleration or otherwise) of any sums due and payable by the Counterparty ~~as a result of an Event of Default~~ under the Agreement (including, without limitation, indemnities, damages, fees and interest thereon, pursuant to the terms of the Agreement). ~~Guarantor shall be entitled to exercise any right and assert any defense that the Counterparty has the right to exercise or assert under the Agreement or to setoff, counterclaim or withhold payment in respect of any Event of Default of a Guaranteed Party~~ **Beneficiary**, ~~but only to the extent such right is provided to Counterparty under the Agreement, and except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of Counterparty and any defenses expressly waived hereunder.~~ Notwithstanding anything to the contrary herein, the maximum aggregate liability of the Guarantor under this Guaranty shall in no event exceed _____; provided, that Guarantor will be responsible for all reasonable legal fees, costs, and expenses incurred by the ~~Guaranteed Party~~~~Beneficiary~~ **Beneficiary** in enforcing the obligations ~~or for the protection of Beneficiary's rights~~ under this Guaranty apart from such liability cap. All such principal, interest, obligations and liabilities, collectively, are the "Guaranteed Obligations~~”~~.” This Guaranty is a guarantee of payment and not of collection.

March 11, 2016

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Modification #4

Section 6—Original

6. The Guarantor will not exercise any rights which it may acquire by way of subrogation or any other right to payment until all Guaranteed Obligations to the ~~Beneficiary~~~~Guaranteed Party~~ pursuant to the Agreement have been irrevocably paid in full.

Acceptable Modifications:

6. The Guarantor will not exercise any rights in respect of any amount paid by Guarantor hereunder which it may acquire by way of subrogation or any other right to payment until all Guaranteed Obligations to the ~~Guaranteed Party~~~~Beneficiary~~ pursuant to the Agreement have been irrevocably paid in full.

March 11, 2016

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Modification #5

Section 7—Original

7. Subject to the terms and conditions hereof, this Guaranty is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. Except for a failure to comply with any applicable statute of limitations, no failure or delay on the part of the ~~Beneficiary~~~~Guaranteed Party~~ in exercising any right, power or privilege hereunder, and no course of dealing between the Guarantor and ~~the Beneficiary~~~~a Guaranteed Party~~, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any rights, powers or remedies, which ~~the Beneficiary~~~~a Guaranteed Party~~ would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of ~~the Beneficiary~~~~a Guaranteed Party~~ to any other or further action in any circumstances without notice or demand.

Acceptable Modifications:

7. Subject to the terms and conditions hereof, this Guaranty is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. Except for a failure to comply with any applicable statute of limitations, no failure or delay on the part of the ~~Guaranteed Party~~~~Beneficiary~~ in exercising any right, power or privilege hereunder, and no course of dealing between the Guarantor and ~~a Guaranteed Party~~~~the Beneficiary~~, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any rights, powers or remedies, which ~~a Guaranteed Party~~~~the Beneficiary~~ would otherwise have. Except as set forth in this Guaranty, no notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of ~~a Guaranteed Party~~~~the Beneficiary~~ to any other or further action in any circumstances without notice or demand.

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

Modification #6

Section 8—Original

8. This Guaranty shall be binding upon the Guarantor and upon its successors and assigns and shall inure to the benefit of and be enforceable by the ~~Beneficiary~~~~Guaranteed Party~~ and ~~its~~~~their~~ successors and assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the ~~Beneficiary~~~~Guaranteed Party~~. The assignment rights of the ~~Beneficiary~~~~Guaranteed Party~~ will be in accordance with any applicable terms of the Agreement.

Acceptable Modifications:

8. This Guaranty shall be binding upon the Guarantor and upon its successors and assigns and shall inure to the benefit of and be enforceable by the ~~Guaranteed Party~~~~Beneficiary~~ and ~~their~~~~its~~ successors and assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the ~~Guaranteed Party~~~~Beneficiary~~, which consent may not be unreasonably withheld or delayed. The assignment rights of the ~~Guaranteed Party~~~~Beneficiary~~ will be in accordance with any applicable terms of the Agreement.

March 11, 2016

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Modification #7

Section 8—Original

8. This Guaranty shall be binding upon the Guarantor and upon its successors and assigns and shall inure to the benefit of and be enforceable by the ~~Beneficiary~~~~Guaranteed Party~~ and ~~its~~~~their~~ successors and assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the ~~Beneficiary~~~~Guaranteed Party~~. The assignment rights of the ~~Beneficiary~~~~Guaranteed Party~~ will be in accordance with any applicable terms of the Agreement.

Acceptable Modifications:

8. This Guaranty shall be binding upon the Guarantor and upon its successors and assigns and shall inure to the benefit of and be enforceable by the ~~Guaranteed Party~~~~Beneficiary~~ and ~~their~~~~its~~ successors and assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the ~~Guaranteed Party~~~~Beneficiary~~. The assignment rights of the ~~Guaranteed Party~~~~Beneficiary~~ will be in accordance with any applicable terms of the Agreement. Any assignment in violation of this Section 8 shall be void and of no effect.

March 11, 2016

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Modification #8

Section 13—Original

13. The Guarantor represents and warrants that: (a) it is duly organized and validly existing under the laws of the jurisdiction in which it was organized and has the **full** power and authority to execute, deliver, and perform this Guaranty; (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over the Guarantor is required on the part of the Guarantor for the execution, delivery and performance of this Guaranty except for those already made or obtained; (c) this Guaranty constitutes a valid and legally binding agreement of the Guarantor, and is enforceable against the Guarantor in accordance with its terms; and (d) the execution, delivery and performance of this Guaranty by the Guarantor have been and remain duly authorized by all necessary corporate or comparable action and do not contravene any provision of its constituent documents or any law, regulation or contractual restriction binding on it or its assets.

Acceptable Modifications:

13. The Guarantor represents and warrants as of the date of this Guaranty that: (a) it is duly organized and validly existing under the laws of the jurisdiction in which it was organized and has the **full** power and authority to execute, deliver, and perform this Guaranty; (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over the Guarantor is required on the part of the Guarantor for the execution, delivery and performance of this Guaranty except for those already made or obtained; (c) this Guaranty constitutes a valid and legally binding agreement of the Guarantor, and is enforceable against the Guarantor in accordance with its terms; and (d) the execution, delivery and performance of this Guaranty by the Guarantor have been and remain duly authorized by all necessary corporate or comparable action and do not contravene any provision of its constituent documents or any law, regulation or contractual restriction binding on it or its assets.

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

Modification #9

Section 13—Original

13. The Guarantor represents and warrants that: (a) it is duly organized and validly existing under the laws of the jurisdiction in which it was organized and has the full power and authority to execute, deliver, and perform this Guaranty; (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over the Guarantor is required on the part of the Guarantor for the execution, delivery and performance of this Guaranty except for those already made or obtained; (c) this Guaranty constitutes a valid and legally binding agreement of the Guarantor, and is enforceable against the Guarantor in accordance with its terms; and (d) the execution, delivery and performance of this Guaranty by the Guarantor have been and remain duly authorized by all necessary corporate or comparable action and do not contravene any provision of its constituent documents or any law, regulation or contractual restriction binding on it or its assets.

Acceptable Modifications:

13. The Guarantor represents and warrants that: (a) it is duly organized and validly existing under the laws of the jurisdiction in which it was organized and has the full power and authority to execute, deliver, and perform this Guaranty; (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over the Guarantor is required on the part of the Guarantor for the execution, delivery and ~~performance of payment under~~ this Guaranty except for those already made or obtained; (c) this Guaranty constitutes a valid and legally binding agreement of the Guarantor, and is enforceable against the Guarantor in accordance with its terms; and (d) the execution, delivery and ~~performance of payment under~~ this Guaranty by the Guarantor have been and remain duly authorized by all necessary corporate or comparable action and do not contravene any provision of its constituent documents or any law, regulation or contractual restriction binding on it or its assets.

March 11, 2016

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Modification #10

Acceptable Modification:

Insert an additional signature line at the end of signature block:

By: _____

Title:

March 11, 2016

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Schedule 2 to the Form of Guaranty

Schedule 2 to the Form of Guaranty contains modifications to be used in the event that a party chooses to execute a single guaranty for ~~Ameren Illinois~~MidAmerican Energy Company with respect to all outstanding Fixed Price Customer Supply Contract obligations.

FORM OF GUARANTY

THIS GUARANTY (this "Guaranty"), dated as of _____, 20__, is made by _____ (the "Guarantor"), a _____ organized and existing under the laws of _____, in favor of ~~Ameren Illinois~~MidAmerican Energy Company ~~d/b/a Ameren Illinois~~ (the "~~Guaranteed Party~~Beneficiary"), a corporation organized and existing under the laws of the State of ~~Illinois~~Iowa.

Terms not defined herein shall have the meanings given to them in each of the Confirmation Agreements dated _____, 20__ (as amended, modified or extended from time to time, each an the "Agreement" and collectively, the "Agreements"), between the ~~Guaranteed Party~~Beneficiary and _____, a _____ organized and existing under the laws of _____ (the "Counterparty"). This Guaranty is made by Guarantor in consideration for, and as an inducement for the ~~Guaranteed Party~~Beneficiary to enter into, the applicable Agreements with the Counterparty. Guarantor, subject to the terms and conditions hereof, hereby unconditionally, irrevocably and absolutely guarantees to the ~~Guaranteed Party~~Beneficiary the full and prompt payment and performance when due, subject to any applicable grace period, of all payment obligations of the Counterparty to the ~~Guaranteed Party~~Beneficiary arising out of the Agreements. Without limiting the generality of the foregoing, Guarantor further agrees as follows:

1. The Guarantor, as primary obligor and not merely as surety, hereby irrevocably, absolutely and unconditionally guarantees the full and prompt payment when due (whether by acceleration or otherwise) of any sums due and payable by the Counterparty as a result of an Event of Default under the any Agreement (including, without limitation, indemnities, damages, fees and interest thereon, pursuant to the terms of such Agreements). Notwithstanding anything to the contrary herein, the maximum aggregate liability of the Guarantor under this Guaranty shall in no event exceed _____; provided, that Guarantor will be responsible for all reasonable legal fees, costs, and expenses incurred by the ~~Guaranteed Party~~Beneficiary in enforcing the obligations or for the protection of Beneficiary's rights under this Guaranty apart from such liability cap. All such principal, interest, obligations and liabilities, collectively, are the "Guaranteed Obligations²." This Guaranty is a guarantee of payment and not of collection.

~~2. The Guarantor hereby waives diligence, acceleration, notice of acceptance of this Guaranty and notice of any liability to which it may apply, and waives presentment and all demands whatsoever except as noted herein, notice of protest, notice of dishonor or nonpayment of any such liability, suit or taking of other action by any Guaranteed Party against, and any other notice to, any party liable thereon (including the Guarantor or any other guarantor), filing of claims with a court in the event of the insolvency or bankruptcy of the Counterparty, and any right to require a proceeding first against the Counterparty.~~

2. The Guarantor hereby waives (a) notice of acceptance of this Guaranty, notice of the creation or existence of any of the Obligations and notice of any action by the Beneficiary in reliance hereon or in connection herewith; notice of the entry into any Contract or any waiver of consent under any Contract, including waivers of the payment and performance of the obligations thereunder; (b) presentment and demand concerning the liabilities of Counterparty or Guarantor; (c) notice of any dishonor or default by, or disputes with, Counterparty; (d) diligence; and (e) any right to require that Beneficiary bring any action or proceeding against Counterparty or any other person, or to require that Beneficiary seek enforcement of any performance against Counterparty or any other person, prior to any demand for payment or other action against Guarantor under the terms hereof. Guarantor agrees that Beneficiary may, at any time and from time to time, without notice to or consent of Guarantor and without impairing or releasing the liability and obligations of Guarantor hereunder: (i) take or fail to take any action of any kind in

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

respect of any collateral for any Obligation or liability of Counterparty to Beneficiary; and (ii) compromise or subordinate any Obligation or liability of Counterparty to Beneficiary, including any collateral therefor.

3. The ~~Guaranteed Party~~Beneficiary may, at any time and from time to time, without notice to or consent of the Guarantor, without incurring responsibility to the Guarantor and without impairing or releasing the obligations of the Guarantor hereunder, upon or without any terms or conditions: (a) take or refrain from taking any and all actions with respect to the Guaranteed Obligations, any document or any person (including the Counterparty) that the ~~Guaranteed Party determine in their~~Beneficiary determines in its sole discretion to be necessary or appropriate; (b) take or refrain from taking any action of any kind in respect of any security for any Guaranteed Obligation(s) or liability of the Counterparty to the ~~Guaranteed Party~~Beneficiary; or (c) compromise or subordinate any Guaranteed Obligation(s) or liability of the Counterparty to the ~~Guaranteed Party~~Beneficiary including any security therefor.

4. Subject to the terms and conditions hereof, the obligations of the Guarantor under this Guaranty are absolute, irrevocable and unconditional and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by: (a) any extension, renewal, settlement, compromise, waiver, consent, discharge or release by the Counterparty concerning any provision of the Agreements in respect of any Guaranteed Obligations of the Counterparty; (b) the rendering of any judgment against the Counterparty or any action to enforce the same; (c) the existence, or extent of, any release, exchange, surrender, nonperfection or invalidity of any direct or indirect security for any of the Guaranteed Obligations; (d) any modification, amendment, waiver, extension of or supplement to any of the Agreements or the Guaranteed Obligations agreed to from time to time by the Counterparty and the ~~Guaranteed Party~~Beneficiary; (e) any change in the corporate existence (including its articles, bylaws, operating agreement constitution, laws, rules, regulations or powers, as each is applicable), structure or ownership of the Counterparty or the Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceedings affecting the Counterparty or its assets, the Guarantor or any other guarantor of any of the Guaranteed Obligations; (f) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the Counterparty, the ~~Guaranteed Party~~Beneficiary or any other ~~corporation~~entity or person, whether in connection herewith or in connection with any unrelated transaction; provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim; (g) the invalidity, irregularity or unenforceability in whole or in part of the Agreements or any Guaranteed Obligations or any instrument evidencing any Guaranteed Obligations or the absence of any action to enforce the same, or any provision of applicable law or regulation purporting to prohibit payment by the Counterparty of amounts to be paid by it under the Agreements or any of the Guaranteed Obligations; and (h) except for a failure to comply with any applicable statute of limitations, any other act or omission to act or delay of any kind of the Counterparty, any other guarantor, the ~~Guaranteed Party~~Beneficiary or any other corporation, entity or person or any other event, occurrence or circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of the Guarantor's obligations hereunder.

5. The Guarantor hereby irrevocably waives (a) any right of reimbursement or contribution, and (b) any right of salvage against the Counterparty or any collateral security or guaranty or right of offset held by the ~~Guaranteed Party~~Beneficiary therefor until all Guaranteed Obligations to the ~~Guaranteed Party~~Beneficiary pursuant to the Agreements have been irrevocably paid in full.

6. The Guarantor will not exercise any rights which it may acquire by way of subrogation or any other right to payment until all Guaranteed Obligations to the ~~Guaranteed Party~~Beneficiary pursuant to the Agreements have been irrevocably paid in full.

7. Subject to the terms and conditions hereof, this Guaranty is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. Except for a failure to comply with any applicable statute of limitations, no failure or delay on the part of the ~~Guaranteed Party~~Beneficiary in exercising any right, power or privilege hereunder, and no course of dealing between the Guarantor and ~~a Guaranteed Party~~the Beneficiary, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any rights, powers or remedies, which ~~a Guaranteed Party~~the Beneficiary would

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of ~~a Guaranteed Party~~ ~~the Beneficiary~~ to any other or further action in any circumstances without notice or demand.

8. This Guaranty shall be binding upon the Guarantor and upon its successors and assigns and shall inure to the benefit of and be enforceable by the ~~Guaranteed Party~~ ~~Beneficiary~~ and ~~their~~ ~~its~~ successors and assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the ~~Guaranteed Party~~ ~~Beneficiary~~. The assignment rights of the ~~Guaranteed Party~~ ~~Beneficiary~~ will be in accordance with any applicable terms of the applicable Agreements.

9. Neither this Guaranty nor any provision hereof may be amended, modified, changed, waived, discharged or terminated except upon written agreement of the ~~Guaranteed Party~~ ~~Beneficiary~~ and the Guarantor.

10. The Guarantor's liability as guarantor shall continue and remain in full force and effect in the event that all or any part of any payment made hereunder or any obligation or liability guaranteed hereunder is recovered (as a fraudulent conveyance, preference or otherwise) rescinded or must otherwise be reinstated or returned due to bankruptcy or insolvency laws or otherwise. If claim is ever made upon the ~~Guaranteed Party~~ ~~Beneficiary~~ for repayment or recovery of any amount or amounts received from the Guarantor or the Counterparty in payment or on account of any of the Guaranteed Obligations and the ~~Guaranteed Party~~ ~~Beneficiary~~ repays all or part of such amount by reason of (a) any judgment, decree or order of any court or administrative body having jurisdiction over such payee or any of its property, or (b) any settlement or compromise of any such claim effected by such payee with any such claimant (including the Guarantor), then and in such event the Guarantor agrees that any such judgment, decree, order, settlement or compromise shall be binding upon it, notwithstanding any revocation hereof or the cancellation of the Agreements or other instrument evidencing any liability of the Guarantor, and the Guarantor shall be and remain liable to the ~~Guaranteed Party~~ ~~Beneficiary~~ hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by the ~~Guaranteed Party~~ ~~Beneficiary~~.

11. Subject to Paragraph 10, this Guaranty shall remain in full force and effect until all Guaranteed Obligations have been fully and finally performed, at which point it will expire. The Guarantor may terminate this Guaranty upon thirty (30) days prior written notice to the ~~Guaranteed Party~~ ~~Beneficiary~~ which termination shall be effective only upon receipt by the ~~Guaranteed Party~~ ~~Beneficiary~~ of alternative means of security or credit support, as specified in the Agreements and in a form reasonably acceptable to the ~~Guaranteed Party~~ ~~Beneficiary~~. Upon the effectiveness of any such expiration or termination, the Guarantor shall have no further liability under this Guaranty, except with respect to the Guaranteed Obligations arising or created prior to the time the expiration or termination is effective, which Guaranteed Obligations shall remain guaranteed pursuant to the terms of this Guaranty until finally and fully paid and performed.

12. All notices and other communications hereunder shall be made at the addresses by hand delivery, by the next day delivery service effective upon receipt, or by certified mail return receipt requested (effective upon scheduled weekday delivery day) or telefacsimile (effective upon receipt of evidence, including telefacsimile evidence, that telefacsimile was received)

If to the Guarantor:

[To be completed]

If to the ~~Guaranteed Party~~ ~~Beneficiary~~:

[To be completed]

13. The Guarantor represents and warrants that: (a) it is duly organized and validly existing under the laws of the jurisdiction in which it was organized and has the full power and authority to execute, deliver, and perform this

March 11, 2016

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Guaranty; (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over the Guarantor is required on the part of the Guarantor for the execution, delivery and performance of this Guaranty except for those already made or obtained; (c) this Guaranty constitutes a valid and legally binding agreement of the Guarantor, and is enforceable against the Guarantor in accordance with its terms; and (d) the execution, delivery and performance of this Guaranty by the Guarantor have been and remain duly authorized by all necessary corporate or comparable action and do not contravene any provision of its constituent documents or any law, regulation or contractual restriction binding on it or its assets.

14. This Guaranty and the rights and obligations of the Counterparty and the Guarantor hereunder shall be construed in accordance with and governed by the laws of the State of New York- ~~without regard to principles of conflict of laws.~~ The Guarantor and ~~Guaranteed Party jointly and severally~~ ~~the~~ Beneficiary agree and irrevocably submit to the exclusive jurisdiction of state and federal courts located in the Northern District of the State of Illinois over any disputes arising or relating to this Guaranty and waive and agree not to assert as a defense any objections to venue or inconvenient forum. The Guarantor and the ~~Guaranteed Party~~Beneficiary consent to and grant any such court jurisdiction over the person of such party and over the subject matter of such dispute and agree that summons or other legal process in connection with any such action or proceeding shall be deemed properly and effectively served when sent by certified U.S. mail, return receipt requested, to the address of the other party set forth in Paragraph 12 hereof, or in such other manner as may be permitted by law. ~~The Guarantor and the Guaranteed Party each hereby irrevocably waives any and all rights to trial by jury with respect to any legal proceeding arising out of or relating to this Guaranty~~ ~~TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE GUARANTOR AND THE BENEFICIARY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.~~

~~15. This writing is the complete and exclusive statement of the terms of this Guaranty and supersedes all prior oral or written representations, understandings, and agreements between the~~ ~~15. This writing is the complete and exclusive statement of the terms of this Guaranty and supersedes all prior oral or written representations, understandings, and agreements between the~~ ~~Guaranteed Party~~Beneficiary and the Guarantor with respect to subject matter hereof. The ~~Guaranteed Party~~Beneficiary and the Guarantor agree that there are no conditions to the full effectiveness of this Guaranty.

16. Every provision of this Guaranty is intended to be severable. If any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

17. If the Guarantor is a trust: no trustee of the Guarantor shall be held to any liability whatsoever for any obligation under this Guaranty, and this Guaranty shall not be enforceable against any such trustee in their or its, his or her individual capacities or capacity; and this Guaranty shall be enforceable against the trustees of the Guarantor only as such, and every person, firm, association, trust or corporation having any claim or demand arising under this Guaranty and relating to the Guarantor or any trustee of the Guarantor shall look solely to the trust estate of the Guarantor for the payment or satisfaction thereof.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed and delivered as of the date first written above to be effective as of the earliest effective date of any of the Agreement~~s~~.

[GUARANTOR]

By: _____

March 11, 2016

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Title:

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

EXHIBIT B

OPTION 1

IRREVOCABLE STANDBY LETTER OF CREDIT FORM
DATE OF ISSUANCE: _____

[Address]

Re: Credit No. _____

We, _____ (the "Issuing Bank"), hereby establish our Irrevocable Transferable Standby Letter of Credit (the "Letter of Credit") in favor of _____ (you, the "Beneficiary") for the account of _____ (the "Account Party"), for the aggregate amount not exceeding _____ United States Dollars (\$_____), available to you at sight upon demand at our counters at _____ [designate Issuing Bank's location for presentments] on or before the expiration hereof against presentation to us of one or more of the following statements, dated and signed by an Authorized Officer of the Beneficiary:

1. "An Event of Default (as defined in the Confirmation Agreement dated as of _____ between [Beneficiary Name] ("Beneficiary") and [Account Party's Name] ("Account Party"), as the same may be amended (the "Confirmation Agreement")) has occurred and is continuing with respect to Account Party under the Confirmation Agreement and no Event of Default has occurred and is continuing with respect to the Beneficiary of this Letter of Credit. Wherefore, the undersigned does hereby demand payment of _____ United States Dollars (\$_____) [or the entire undrawn amount of the Letter of Credit]"; or
2. "An Early Termination Date (as defined in the Confirmation Agreement dated as of _____ between [Beneficiary Name] ("Beneficiary") and [Account Party's Name] ("Account Party"), as the same may be amended (the "Confirmation Agreement")) has occurred and is continuing with respect to Account Party under the Confirmation Agreement and no Event of Default has occurred and is continuing with respect to the Beneficiary of this Letter of Credit. Wherefore, the undersigned does hereby demand payment of _____ United States Dollars (\$_____) [or the entire undrawn amount of the Letter of Credit]".

This Letter of Credit shall expire on _____.

The amount which may be drawn by you under this Letter of Credit shall be automatically reduced by the amount of any drawings paid by the Issuing Bank. Partial drawings and multiple presentations are permitted hereunder.

We hereby agree with you that documents drawn under and in compliance with the terms and conditions of this Letter of Credit shall be duly honored upon presentation as specified. Drafts, document(s) and other communications hereunder may be presented or delivered to us by facsimile transmission. Presentation of documents to effect a draw by facsimile must be made to the following facsimile number: _____, and confirmed by telephone to us at the following number: _____. In the event of a presentation via facsimile transmission, no mail confirmation is necessary and the facsimile transmission will constitute the operative drawing documents.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600, or any successor publication thereto (the "UCP"), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 14(b), 16(d) and 36 of the UCP, in which case

March 11, 2016

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the terms of this Letter of Credit shall govern. Matters not covered by the UCP shall be governed and construed in accordance with the laws of the State of New York.

With respect to Article 14(b) of the UCP, the Issuing Bank shall have a reasonable amount of time, not to exceed three (3) Business Days, following the date of its receipt of documents from the Beneficiary, to examine the documents and determine whether to take up or refuse the documents and shall inform the Beneficiary accordingly. With respect to Article 16(d) of the UCP, the notice required in sub-article 16C must be given no later than the banks' close of business on the third Business Day following the date of presentation.

Article 36 of the UCP as it applies to this Irrevocable Standby Letter of Credit is hereby modified to provide that in the event of an Act of God, riot, civil commotion, insurrection, war or any other cause beyond our control that interrupts our business (collectively, an "Interruption Event") and causes the place for presentation of this Letter of Credit to be closed for business on the last day for presentation, the expiry date of this Letter of Credit will be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business. Article 36 of the UCP as it applies to this Irrevocable Standby Letter of Credit is hereby further modified to provide that any alternate place for presentation that we designate must be located in the United States.

We, the Issuing Bank, hereby certify that as of the Date of Issuance of this Irrevocable Standby Letter of Credit our senior unsecured debt is rated "A" or better by Standard and Poor's ("S&P") if rated by S&P, "A2" or better from Moody's Investors Service ("Moody's") if rated by Moody's, and "A" or better by Fitch Ratings ("Fitch") if rated by Fitch. We hereby certify that our senior unsecured debt is rated by at least two of S&P, Moody's, and Fitch. If affiliated with a foreign bank, we further certify we are a U.S. branch office of such foreign bank and that as of the Date of Issuance of this Letter of Credit, our senior unsecured debt meets the ratings requirement of this paragraph.

As used herein, the term "Business Day" means any day on which Federal Reserve Banks and Branches are open for business, such that payments can be effected on the Fedwire system and the term "Authorized Officer" means President, Treasurer, any Vice President or any Assistant Treasurer.

This Letter of Credit is transferable in whole but not in part, in accordance with the procedures in UCP 600 through the submission of a Letter of Full Transfer utilizing one of the attached forms of Letter of Full Transfer (Schedules 1-3), accompanied by the original Letter of Credit and original amendments, if any, but otherwise may not be amended, changed or modified without the express written consent of the Beneficiary, the Issuing Bank and the Account Party.

This Letter of Credit may not be transferred to any person with which U.S. persons are prohibited from doing business under U.S. Foreign Assets Control Regulations or other applicable U.S. Laws and Regulations.

We will not make any payment under this Letter of Credit (1) to any entity or person who is subject to the sanctions issued by the United States Department of Commerce, or to whom payment is prohibited by the foreign asset control regulations of the United States Department of the Treasury, or (2) which otherwise is in contravention of United States laws and regulations.

[The Issuing Bank may add specific contact or additional information or administrative- only comments at this point. However, such comments shall not create or alter any rights that vary from the above language].

[BANK SIGNATURE]

March 11, 2016

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OPTION 2

IRREVOCABLE STANDBY LETTER OF CREDIT FORM
DATE OF ISSUANCE: _____

[Address]

Re: Credit No. _____

We, _____ (the "Issuing Bank"), hereby establish our Irrevocable Transferable Standby Letter of Credit (the "Letter of Credit") in favor of _____ (you, the "Beneficiary") for the account of _____ (the "Account Party"), for the aggregate amount not exceeding _____ United States Dollars (\$___), available to you at sight upon demand at our counters at _____ [designate Issuing Bank's location for presentations] on or before the expiration hereof against presentation to us of one or more of the following statements, dated and signed by an Authorized Officer of the Beneficiary:

1. "An Event of Default (as defined in the Confirmation Agreement dated as of _____ between [Beneficiary Name] ("Beneficiary") and [Account Party's Name] ("Account Party"), as the same may be amended (the "Confirmation Agreement")) has occurred and is continuing with respect to Account Party under the Confirmation Agreement and no Event of Default has occurred and is continuing with respect to the Beneficiary of this Letter of Credit. Wherefore, the undersigned does hereby demand payment of _____ United States Dollars (\$_____) [or the entire undrawn amount of the Letter of Credit]"; or

2. "An Early Termination Date (as defined in the Confirmation Agreement dated as of _____ between [Beneficiary Name] ("Beneficiary") and [Account Party's Name] ("Account Party"), as the same may be amended (the "Confirmation Agreement")) has occurred and is continuing with respect to Account Party under the Confirmation Agreement and no Event of Default has occurred and is continuing with respect to the Beneficiary of this Letter of Credit. Wherefore, the undersigned does hereby demand payment of _____ United States Dollars (\$_____) [or the entire undrawn amount of the Letter of Credit]".

This Letter of Credit shall expire on _____.

The amount which may be drawn by you under this Letter of Credit shall be automatically reduced by the amount of any drawings paid by the Issuing Bank. Partial drawings and multiple presentations are permitted hereunder.

We hereby agree with you that documents drawn under and in compliance with the terms and conditions of this Letter of Credit shall be duly honored upon presentation as specified. Drafts, document(s) and other communications hereunder may be presented or delivered to us by facsimile transmission. Presentation of documents to effect a draw by facsimile must be made to the following facsimile number: _____, and confirmed by telephone to us at the following number: _____. In the event of a presentation via facsimile transmission, no mail confirmation is necessary and the facsimile transmission will constitute the operative drawing documents.

This Letter of Credit is subject to International Standby Practices (ISP98), International Chamber of Commerce ("ICC") Publication No. 590, or any successor publication thereto. This Standby Letter of Credit shall be deemed to be made under the laws of the State of New York, including Article 5 of the Uniform Commercial Code, and shall, as to matters not governed by the International Standby Practices (ISP98), be governed by and construed in accordance with the laws of the State of New York, excluding any choice of law provisions or conflict of law principles which would require reference to the laws of any other jurisdiction.

Rule 3.14(a) of the ISP as it applies to this Irrevocable Standby Letter of Credit is hereby modified to provide as follows:

March 11, 2016

(Redlines reflect differences between the MidAmerican Energy Company draft document and the Ameren Illinois Company draft document posted on March 4, 2016 for the Spring 2016 Standard Products RFP)

If on the last Business Day for presentation the place for presentation stated in this Letter of Credit is for any reason closed, then the last day for presentation is automatically extended to the day occurring thirty calendar days after the place for presentation reopens for business.

Rule 3.14(b) of the ISP as it applies to this Irrevocable Standby Letter of Credit is hereby further modified to provide that any alternate place for presentation that we designate must be located in the United States.

We, the Issuing Bank, hereby certify that as of the Date of Issuance of this Irrevocable Standby Letter of Credit our senior unsecured debt is rated “A” or better by Standard and Poor’s (“S&P”) if rated by S&P, “A2” or better from Moody’s Investors Service (“Moody’s”) if rated by Moody’s, and “A” or better by Fitch Ratings (“Fitch”), if rated by Fitch. We hereby certify that our senior unsecured debt is rated by at least two of S&P, Moody’s, and Fitch. If affiliated with a foreign bank, we further certify we are a U.S. branch office of such foreign bank and that as of the Date of Issuance of this Letter of Credit, our senior unsecured debt meets the ratings requirement of this paragraph.

As used herein, the term “Business Day” means any day on which Federal Reserve Banks and Branches are open for business, such that payments can be effected on the Fedwire system and the term “Authorized Officer” means President, Treasurer, any Vice President or any Assistant Treasurer.

This Letter of Credit, except as expressly stated herein, is transferable in whole but not in part in accordance with the ICC Publication No. 590. Any transfer request must be presented to utilizing one of the attached forms of Letter of Full Transfer (Schedules 1-3) together with the original Letter of Credit and original amendments, if any. Transfers to designated foreign nationals and/or specially designated nationals are not permitted as being contrary to the U.S. Treasury Department or foreign assets control regulations.

Except for the transfer, this letter of credit otherwise may not be amended, changed or modified without the express written consent of the Beneficiary, the Issuing Bank, and the Account Party.

We will not make any payment under this Letter of Credit (1) to any entity or person who is subject to the sanctions issued by the United States Department of Commerce, or to whom payment is prohibited by the foreign asset control regulations of the United States Department of the Treasury, or (2) which otherwise is in contravention of United States laws and regulations.

[The Issuing Bank may add specific contact or additional information or administrative-only comments at this point. However, such comments shall not create or alter any rights that vary from the above language].

[BANK SIGNATURE]

March 11, 2016

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SCHEDULE 1 TO EXHIBIT B

LETTER OF FULL TRANSFER

_____, 20____

To:
Bank
Address

Ladies/Gentlemen:

RE: Credit __Issued By_____

For value received, the undersigned beneficiary hereby irrevocably transfers to:

(Name of Transferee)

(Address)

all rights of the undersigned beneficiary to draw under the above Letter of Credit in its entirety.

By this transfer, all rights of the undersigned beneficiary in such Letter of Credit are transferred to the transferee and the transferee shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised direct to the transferee without necessity of any consent of or notice to the undersigned beneficiary.

The original of such Letter of Credit and original amendments, if any, are returned herewith, and we ask you to endorse the Letter of Credit and amendments on the reverse thereof, and forward these direct to the transferee with your customary notice of transfer.

Enclosed is remittance of \$_____ in payment of your transfer commission and in addition thereto we agree to pay to you on demand any expenses which may be incurred by you in connection with this transfer.

Transfer Commission Charges

March 11, 2016

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SIGNATURE AUTHENTICATED

Yours very truly,

The signatory/ies of this concern is/are authorized to withdraw corporate funds.

(BANK)

Signature of Beneficiary

(Authorized Signature)

SIGNATURE AUTHENTICATED

The signatory/ies of this concern is/are authorized to withdraw corporate funds.

(BANK)

Signature of Transferee

(Authorized Signature)

March 11, 2016

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SCHEDULE 2 TO EXHIBIT B

LETTER OF FULL TRANSFER

Request for a Full Transfer of the below
referenced Standby Letter of Credit

[Name of the Issuing Bank]

Date: _____

Reference: _____

(Issuing Bank's Letter of Credit Number)

To: _____

"Transferring Bank"

(Advising Bank's Reference Number, if applicable)

We, the undersigned "First Beneficiary", hereby irrevocably transfer all of our rights to draw under the above referenced Letter of Credit ("Credit") in its entirety to:

(Print Name and complete address of the Transferee) "Second Beneficiary"

Advise through:

(Print Name/address of the Second Beneficiary's Bank, if known—
if left blank, the Transferring Bank will select the advising bank)

In accordance with UCP 600 Article 38 or ISP 98, Rule 6 regarding transfer of drawing rights (whichever set of rules the Credit is subject to), all rights of the undersigned First Beneficiary in such Credit are transferred to the Second Beneficiary. The Second Beneficiary shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the Second Beneficiary without necessity of any consent of or notice to the undersigned First Beneficiary.

The original Credit, including amendments to this date, is attached and the undersigned First Beneficiary requests that you endorse an acknowledgment of this transfer on the reverse thereof. The undersigned First Beneficiary requests that you notify the Second Beneficiary of this Credit in such form and manner as you deem appropriate, and the terms and conditions of the Credit as transferred.

Enclosed is remittance of \$[_____] in payment of your transfer commission and in addition

March 11, 2016

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thereto we agree to pay to you on demand any expenses which may be incurred by you in connection with this transfer.

Transfer Commission Charges

First Beneficiary represents and warrants to Transferring Bank that (i) our execution, delivery, and performance of this request to Transfer (a) are within our powers and have been duly authorized (b) constitute our legal, valid, binding and enforceable obligation (c) do not contravene any charter provision, by-law, resolution, contract, or other undertaking binding on or affecting us or any of our properties and (d) do not require any notice, filing or other action to, with, or by any governmental authority (ii) we have not presented any demand or request for payment or transfer under the Credit affecting the rights to be transferred, and (iii) the Second Beneficiary's name and address are correct and complete and the transactions underlying the Credit and the requested Transfer do not violate applicable United States or other law, rule or regulation, including without limitation U.S. Foreign Asset Control regulations.

In the event that we fail to remit to you, following your written demand, any funds paid to us despite the Transfer, we agree to reimburse you for your reasonable costs of collecting those funds from us.

The Effective Date shall be the date hereafter on which Transferring Bank effects the requested transfer by acknowledging this request and giving notice thereof to Second Beneficiary.

March 11, 2016

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WE WAIVE ANY RIGHT TO TRIAL BY JURY THAT WE MAY HAVE IN ANY ACTION OR PROCEEDING RELATING TO OR ARISING OUT OF THIS TRANSFER.

Sincerely Yours

(Print Name of First Beneficiary)

(Print Authorized Signers Name and Title)

(Authorized Signature)

(Print Second Authorized Signers Name and Title, if required)

(Second Authorized Signature, if required)

(Telephone Number/Fax Number)

SIGNATURE GUARANTEED Signature(s) with title(s) conform(s) with that/those on file with us for this individual, entity or company and signer(s) is/are authorized to execute this agreement

(Print Name of Bank)

(Address of Bank)

(City, State, Zip Code)

(Print Name and Title of Authorized Signer)

(Authorized Signature)

(Telephone Number)

(Date)

March 11, 2016

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SCHEDULE 3 TO EXHIBIT B

LETTER OF FULL TRANSFER

_____, 201__

[TRANSFEROR]

Re: Irrevocable Standby Letter of Credit No. _____

We request you to transfer all of our rights as beneficiary under the Letter of Credit referenced above to the Transferee, named below:

Name of Transferee

Address

By this transfer all our rights as the transferor, including all rights to make drawings under the Letter of Credit, go to the transferee. The transferee shall have sole rights as beneficiary, whether existing now or in the future, including sole rights to agree to any amendments, including increases or extensions or other changes. All amendments will be sent directly to the transferee without the necessity of consent by or notice to us.

We enclose the original letter of credit and any amendments. Please indicate your acceptance of our request for the transfer by endorsing the letter of credit and sending it to the transferee with your customary notice of transfer.

March 11, 2016

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The signature and title at the right conform with those shown in our files as authorized to sign for the beneficiary. Policies governing signature authorization as required for withdrawals from customer accounts shall also be applied to the authorization of signatures on this form. The authorization of the Beneficiary's signature and title on this form also acts to certify that the authorizing financial institution (i) is regulated by a US. federal banking agency; (ii) has implemented anti-money laundering policies and procedures that comply with applicable requirements of law, including a Customer Identification Program (CIP) in accordance with Section 326 of the USA PATRIOT Act; (iii) has approved the Beneficiary under its anti-money laundering compliance program; and (iv) acknowledges that [the Transferor] is relying on the foregoing certifications pursuant to 31 C.F.R. Section 103.121 (b)(6)."

NAME OF BANK

AUTHORIZED SIGNATURE AND TITLE

PHONE NUMBER

NAME OF TRANSFEROR

NAME OF AUTHORIZED SIGNER AND TITLE

AUTHORIZED SIGNATURE