



Retail Electric Supplier Utility Consolidated Billing / Purchase of Receivables Billing Services Agreement

This Utility Consolidated Billing / Purchase of Receivables (“UCB/POR”) Billing Services Agreement (“Agreement”) is entered into as of _____ (date), by and between Ameren Services Company (“Company”), a Missouri corporation, as agent for Ameren Illinois Company and _____ (“RES”), a _____ corporation. From time to time Company and RES may be referred to individually as “Party” and collectively as “Parties.”

WITNESSETH

WHEREAS, Illinois law requires that electric utilities provide delivery services to Retail Electric Suppliers; and

WHEREAS, Ameren Illinois Company is an electric utility and has filed its respective Retail Electric Supplier Terms and Conditions Tariffs and Delivery Services General Terms and Conditions (collectively referred to as “DS Tariffs”) with the Illinois Commerce Commission (the “Commission”); and

WHEREAS, the Parties desire to set forth the terms and conditions whereby the Company may issue a consolidated bill to a retail electric customer (“Customer”) in the Ameren Illinois Company’s service territory for both the power and energy services provided to the Customer by the RES and the delivery services provided to the Customer by Ameren Illinois Company pursuant to the DS Tariffs; and

WHEREAS, with respect to RES Customers being issued such consolidated bills, Company is willing to accept assignment without recourse of the RES’ accounts receivable for such Customers and to pay RES an amount equal to the RES charges billed net of a discount in accordance with the Company’s Retail Electric Supplier Terms and Conditions Tariff; and

WHEREAS, Company is authorized to act as agent for Ameren Illinois Company in providing service under their respective DS Tariffs;

NOW THEREFORE, in consideration of the premises and mutual promises contained herein, the Parties agree to the following:

Section 1. General

1.1 The Parties are bound by the terms and conditions set forth herein as well as by the terms and conditions of the DS Tariffs. The terms and conditions of the DS Tariffs, including all definitions contained therein, are fully incorporated herein and made a part hereof for all purposes. In the event of any conflict between this Agreement and the DS Tariffs, the terms of the DS Tariffs shall govern.

1.2 The Utility Consolidated Billing/Purchase of Receivables program (“UCB/POR”) is divided into two groups: Group A and Group B. Group A only includes residential accounts. Group B only includes non-residential accounts that do not have a DS3B or DS4 service point(s). RES may either place all of its Group A accounts on UCB/POR, or may elect to opt-out of utilizing UCB/POR for all of its Group A accounts. RES who chooses to opt-out of utilizing UCB/POR for all of its Group A accounts must formally make this election in Attachment A of this Agreement. With Group B accounts, RES may elect to place all, some, or none of them on UCB/POR.

1.3 The UCB/POR program offers two billing methods: Rate Ready and Bill Ready. RES shall elect to utilize one or both methods in Attachment B of this Agreement.

1.4 The Company must provide remittance of payment for RES Customer’s account receivable, net of the discount, to the RES one business day after a Customer’s due date for payment of such account receivable.

1.5 All remittance of payment due the RES under this Agreement shall be made via electronic funds transfer in accordance with the EDI Trading Partner Agreement signed by the Parties. The remittance shall be accompanied by sufficient account detail to allow the RES to apply payments to the appropriate Customer accounts and line items. Payment remitted by electronic means shall be considered received as of the date the funds are electronically sent to the RES’s bank account.

Section 2. Term

2.1 The term of this Agreement shall commence on the date of the execution by both Parties hereto and shall terminate on the earlier of the following:

2.1.1 The effective date of any termination of the right of the RES to provide energy services in the state of Illinois by the Commission.

2.1.2 The date the RES terminates this Agreement by providing its Customers and the Company thirty days written notice.

2.1.3 The date Company suspends service to the RES pursuant to the provisions of the DS Tariffs.

2.1.4 The Company terminates this Agreement pursuant to Section 13 hereof.

2.2 Notwithstanding the foregoing, UCB/POR services under this Agreement shall not commence until the later of the following:

2.2.1 The date that the RES has successfully completed UCB/POR EDI testing in accordance with the DS Tariffs.

2.2.2 The date that any other registration or agreement required to be in place pursuant to the DS Tariffs becomes effective.

2.3 If RES terminates this Agreement less than one year from the execution date of the Agreement for Group A, then the RES may not utilize UCB/POR for Group A for at least one year from the termination date.

Section 3. Liability and Indemnification

3.1 Ameren Illinois Company shall endeavor at all times to provide regular and uninterrupted Delivery Service under the DS Tariffs, but in case such services shall be interrupted, irregular or defective or fail, for causes beyond Ameren Illinois Company's reasonable control, neither Ameren Illinois Company nor the Company shall be liable therefor.

3.2 The RES shall indemnify, defend and hold Company and the Ameren Illinois Company harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the RES' delivery or non-delivery of energy services to its Customers, including but not limited to any such claims and actions relating to the disconnection of service or any other failure by the RES to deliver energy services.

Section 4. Assignment and Delegation

Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Good faith concerns of a Party regarding the creditworthiness of a proposed assignee shall be a reason to withhold or delay such consent. No consent shall be necessary for an assignment to a successor of a Party in the operation of a substantial portion of its Illinois properties by reason of a reorganization, merger, consolidation, sale or foreclosure not inconsistent with regulatory certificate or licensing requirements and not inconsistent with Ameren Illinois Company's registration requirements. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee and the assignor shall be relieved of its rights and obligations under this Agreement. RES has an unconditional right to assign its right to payments to be made by Company hereunder. RES shall provide Company with a copy of the document in which the assignment is made or so much of the document as may be necessary to make clear the identity of the parties and the terms of the assignment. RES hereby waives any claim against Company for making payment pursuant to

such assignment and, to the fullest extent allowed by law, agrees to indemnify, defend, and save harmless Company from and against any liability to any third party claiming any right, title or interest to any amount paid by Company to RES' assignee. Any assignment in violation of this Section 4 shall be void.

Section 5. Assignment of RES' Accounts Receivables

In consideration of Company's purchase of RES accounts receivable and Company's undertaking to pay RES for such accounts receivable in accordance with the Purchase of Receivables section of this Agreement (Section 7), RES hereby assigns to Company its rights in all amounts to be due from all RES Customers receiving a UCB/POR bill issued by Company on and after the date agreed upon for commencement of UCB/POR billing under this Agreement ("Customer Accounts"). Such purchase and payment obligation and such assignment shall be effective as to each amount due from a RES Customer as of one business day after which such amount is due to Company. RES also hereby transfers, assigns and grants to Company a continuing and irrevocable security interest in said Customer Accounts and all proceeds thereof to secure its obligations under this Agreement and authorizes Company to execute and file, on behalf of RES, all financing statements and other documents necessary to perfect said security interest.

Section 6. RES Undertakings

RES undertakes that contemporaneously with the execution of this Agreement, RES will furnish to Company an affidavit in the form attached hereto (Attachment C) from a senior officer attesting to Company's priority security interest in the Customer Accounts and a first right of access to such funds. RES undertakes to sell only receivables to Company to which it has valid title to, that are marketable, and otherwise free of encumbrance or defect. RES undertakes that, with the exception of any security interest in RES's Customer Accounts filed by a creditor of RES that has subordinated its interest to Company, no third party has any right, title or interest to any Customer Accounts assigned by RES hereunder to Company. RES further undertakes that, except for any secured creditor security interest meeting the criterion of this paragraph, it shall not grant to any third party any interest in or claim of right, title or interest in any Customer Accounts in existence during the term of this Agreement. RES undertakes that, in the event new or revised Electronic Data Interchange transaction sets are approved by the Illinois Communications Protocol Working Group and are applicable to information to be communicated hereunder, RES will promptly develop and test all such transaction sets.

Section 7. Purchase of Receivables

7.1 Upon commencement of consolidated billing under this Agreement, Company will purchase and undertake an obligation to pay RES for the Customer Accounts created on each RES Customer account subject to this Agreement one business day after the bill due date of each RES Customer Account. The amount to be paid the RES for the Customer Accounts is the net of (1) the discount described below applied to RES power and energy charges (inclusive of

sales taxes) and (2) such other charges, fees, and adjustments of the types listed in Section 8 below, or as may later become applicable to the service provided to RES by Company. RES will forward promptly to Company without set-off or deduction, any payment received by RES on a Customer Account and the cash equivalent of any credit to be applied to the Customer Account.

7.2 Company will apply a discount rate (the “Discount Rate”) to the amount of the RES charges billed (including sales taxes) on behalf of RES to determine the consideration to be paid for the assignment of RES Customer Accounts. The Discount Rate(s) will be effective as established in the DS Tariffs as in effect from time to time.

Section 8. Remittance Adjustments

Company will net from any amount to be paid to RES for the purchase of Customer Accounts any amounts that may be owed to the Company by the RES.

Section 9. Customer Care

Company will respond to general inquiries and complaints from RES Customers about the overall bill and its format. Customers will be referred to RES for all other inquiries and complaints, including, without limitation, inquiries and complaints related to RES rates, charges, and services.

Section 10. Discontinuance of Commodity and Delivery Service for Non-Payment

Company may disconnect its delivery service and RES commodity service if the RES Customer fails to make full payment of all amounts on a UCB/POR bill when due in accordance with the Commission’s rules for residential and non-residential service. To the fullest extent allowed by law, RES agrees to indemnify, defend and hold harmless Company from and against any liability, damages, claims, costs or expenses it incurs that are not the result of the sole negligence of Company, including, without limitation, any claims resulting from any such collection activity being deemed to be subject to federal, state or local laws on collection and is adjudged to be in violation thereof.

Section 11. Customer-requested Account Close

Company will notify RES if a Customer voluntarily closes its Company account.

Section 12. Taxes

Nothing in this Agreement shall be construed as imposing upon Company the obligation to pay or remit to any federal, state, or local taxing authority those taxes that are the payment or remittance responsibility of RES as the commodity vendor. RES shall be liable for and pay or remit all such taxes, and shall indemnify, defend, and save harmless Company from and against

any and all liability for such taxes, and any interest and penalties thereon. RES shall provide Company once each calendar year an affidavit stating that RES has remitted to the State of Illinois all applicable taxes and fees during the previous year.

Company is not responsible for providing to Customers statements of taxes related to RES charges. RES is not responsible for providing to customers statements of taxes related to Company charges.

Section 13. Termination of Agreement

If RES' authorization to sell electricity to customers under Company's retail access program is suspended or terminated by the Commission or if RES terminates its retail business in all or any part of Company's service territories, or if Company suspends service to the RES pursuant to the provisions of the DS Tariffs, this Agreement shall be suspended or terminated effective the same day as the date of suspension or termination.

In the event of any suspension or termination, RES shall remain liable for charges for services rendered hereunder to the extent not paid before the date of suspension or termination. After RES' participation in UCB/POR services offered pursuant to Ameren Illinois Company's DS Tariffs is voluntarily or involuntarily suspended or terminated, Company may credit or bill RES, and RES shall reimburse Company, for adjustments in Customer payments due to Company's cancellation and rebilling of RES customer accounts originally billed during the period this Agreement was in full force and effect.

In the event RES ceases business operations but assigns its receivables and liabilities to a third party in accordance with the provision of this Agreement, Company may cancel or rebill RES charges previously billed for commodity and credit or bill RES' assignee.

In the event RES ceases business operations but does not assign its receivables and liabilities to a third party, Company shall have no obligation to cancel or rebill RES charges previously billed for commodity or to credit or bill RES or any party for any amounts arising from or related to cancellation or rebilling of Company charges.

In the event that the Commission directs Company to terminate this Agreement and cease providing services hereunder or directs such changes in this arrangement as may be unacceptable to Company whether by specific reference to Company's UCB/POR program or by reference generally to consolidated billing, this Agreement shall be terminated on notice given by Company to RES consistent with such Commission order or any applicable Commission rule, regulation or uniform business practice.

In the event that a court of competent jurisdiction stays the implementation of or overturns one or more orders of the Commission under which Company is obligated to provide billing services to RES, Company may terminate this Agreement immediately upon notice to RES.

Company may terminate this Agreement (i) on one day's prior written notice if the RES Tariff Service Agreement is terminated for any reason; or (ii) on not less than fifteen (15) days' prior written notice if RES breaches any of the representations and warranties set forth in this

Agreement and does not cure said breach within the fifteen-day period.

Section 14. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT ALLOWED BY LAW, COMPANY'S TOTAL CUMULATIVE LIABILITY TO RES FOR ALL CLAIMS OF ANY KIND, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE FOR ANY LOSS, INJURY, OR DAMAGE CONNECTED WITH, ARISING FROM OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES HEREUNDER SHALL NOT EXCEED THE SUM OF THE TOTAL VALUE PROVIDED BY THE RES TO THE COMPANY BY MEANS OF THE APPLICABLE DISCOUNT RATE(S) MINUS THE COMPONENT OF THE DISCOUNT RATE REPRESENTING ASSUMED BAD DEBT FOR THE THREE MONTHS IMMEDIATELY PRECEDING THE CLAIM. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTY AND CONNECTED WITH, ARISING FROM OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR FAILURE TO PERFORM SERVICES HEREUNDER, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL, COST OF CAPITAL, CLAIMS OF CUSTOMERS AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGES IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 15. Force Majeure

Any delay in the performance of any of the duties or obligations of either Party hereto shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any occurrence beyond the reasonable control of a Party which causes such Party to be delayed in or prevented from performing or carrying out any of its obligations under this Agreement and which, by the exercise of due diligence, that Party is unable to prevent, avoid, mitigate, or overcome, including any of the following: any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, ice, explosion, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, provided that a Force Majeure Event shall not include lack of finances or change in market conditions. The Party so affected shall give prompt written notice to the other Party of such cause and shall take whatever reasonable steps are necessary to relieve the affect of such cause as rapidly as possible.

Section 16. Dispute Resolution

For the purpose of this procedure, a "dispute" is a Customer claim related to an amount billed and purchased as of the date of billing by Company for RES charges. RES will examine,

investigate, and seek to resolve all Customer disputes. RES will communicate with the Company regarding Customer disputes consistent with the applicable provisions of the Company's RES Handbook and applicable rules and regulations of the Commission. If the dispute is the basis of a proceeding before the Commission or any legal action initiated by the customer, RES will participate and/or cooperate with Company in the proceeding even if not a named party.

Section 17. Tariff Amendments

Notwithstanding any provision of this Agreement, Company may at any time propose and file with the Commissions changes to the rates, terms, and conditions of the DS Tariffs. RES is not precluded from opposing any such proposed change to the DS Tariffs. Such amendment or modification will become effective with respect to service pursuant to this Agreement on the date specified by the Commission.

Section 18. Notices

18.1 Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon delivery if delivered by (a) hand; (b) U.S. Mail, first class postage pre-paid or certified mail, (c) facsimile, or (d) Federal Express or similar overnight courier delivery. Such notices shall be provided as follows:

For notice to Ameren: Ameren Services Company
Attn.: Transmission Services Business Center

By US Mail: P.O. Box 66149
Mailcode: 635
St. Louis, MO 63166-6149

By Courier: 1901 Chouteau Avenue
Mailcode: 635
St. Louis, MO 63103

Phone: 888.AMEREN1
Fax: 314.206.0600
E- mail: tsbc@ameren.com

For notice to the RES:

Company Name: _____

Attn: _____

Mailing Address: _____

Delivery Address: _____

Phone: _____
Fax: _____
E-mail: _____

18.2 Each Party shall be entitled to specify as its proper address any other address in the United States upon written notice to the other Party.

Section 19. Prior Agreements Superseded

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, supersedes any and all previous understandings between the Parties with respect to the subject matter hereof, and binds and inures to the benefit of the Parties, their successors and permitted assigns.

Section 20. Waiver and Modification

No modification or waiver of all or any part of this Agreement will be valid unless in writing and signed by the Parties or their agents. Any waiver will be effective only for the particular event for which it is issued and will not be deemed a waiver with respect to any subsequent performance, default or matter.

Section 21. Applicable Law and Forum

Interpretation and performance of this Agreement will be in accordance with, and will be controlled by, the laws of the State of Illinois except its conflict of laws provisions to the extent they would require the application of the laws of any other jurisdiction. RES irrevocably consents that any legal action or proceeding arising under or relating to this Agreement will be brought in a court of the State of Illinois or a federal court of the United States of America located in the State of Illinois. RES irrevocably waives any objection that it may now or in the future have to the State of Illinois as the proper and exclusive forum for any legal action or proceeding arising under or relating to this Agreement.

Section 22. Severability

If one or more provisions herein are held to be invalid, illegal or unenforceable in any respect it will be given effect to the extent permitted by applicable law, and such invalidity, illegality or unenforceability will not affect the validity of the other provisions of this Agreement.

Section 23. Agency

This Agreement is not intended, and will not be construed, to create any association, joint venture, agency relationship or partnership between Company and RES or any other parties or to impose any such obligation or liability upon Company.

Section 24. Not for the Benefit of Third Parties

This Agreement is for the benefit of the Parties hereto and not for the benefit of any third parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, as of the date first above written.

**AMEREN SERVICES COMPANY, AS AGENT FOR THE
AMEREN ILLINOIS COMPANY.**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

_____ (RES Name)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment A
UCB/POR Designation of Group A Accounts

By placing an "X" before "UCB/POR for Group A" below, the RES is electing to utilize the UCB/POR billing option for all Group A (residential) accounts that it enrolls to its supply on or after the date that this Attachment A is executed. Any Group A accounts supplied by the RES prior to the execution of this Attachment A may stay on their current billing option, if the RES so elects, for up to one year from the execution date of this Attachment A, at which point the RES must comply with the all- in or all-out provision of the participation requirement for all Group A accounts. If the RES does not mark an "X" before "UCB/POR for Group A" below, then the RES may not place any Group A account that it is supplying on the UCB/POR billing option.

The election below regarding Group A will be in effect for the duration of this Agreement or until the RES provides 30 days advance written notice of its desire to terminate this Agreement. If the RES elects to utilize the UCB/POR billing option for Group A as set forth above, and subsequently discontinues UCB/POR billing for Group A within one year from the execution date of this Attachment A, the RES may not elect to utilize the UCB/POR billing option for Group A until no earlier than one year from the date of discontinuance.

_____ UCB/POR for Group A

_____ (RES Name)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment B
UCB/POR Designation of Billing Option Type

By placing an "X" in one or both of the far left-hand column cells of the table below, the RES shall indicate the type(s) of UCB/POR (i.e. Bill Ready, Rate Ready, or both) that the RES elects to utilize along with the effective date(s).

	Type of UCB/POR	Effective Date
	Bill Ready	
	Rate Ready	

_____ (RES Name)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment C
Affidavit of Security Interest

AFFIDAVIT OF SECURITY INTEREST

(To be executed by RES Officer)

STATE OF _____

CITY OF _____

I, _____ [name of officer], the _____ [title of officer] of
_____ [name of RES], hereby swear [or affirm under penalty of perjury] that:

(a) Pursuant to the Utility Consolidated Billing / Purchase of Receivables Billing Services Agreement, dated _____, 20__ (“Agreement”), RES has assigned to Company its rights in all amounts originally billed to its retail access Customers, as defined in the Agreement, on consolidated bills issued on and after the date agreed upon by the Company and RES for the commencement of consolidated utility billing by the Company (“Customer Accounts”).

(b) No third party has any right, title or interest to or in any Customer Accounts that have been assigned by RES to Company under the Agreement, except any security interest in RES’ customer receivables filed by a creditor of RES that the secured creditor has subordinated to Company.

(c) Pursuant to the Agreement, RES grants Company a security interest in said Customer Accounts and authorizes Company to file, on behalf of RES, all financing statements and other documents necessary to perfect said security interest. RES shall take no action that is detrimental to the maintenance of Company’s priority security interest with right of first access to such Customer Accounts.

(d) I understand that in addition to any and all other remedies Company may have in law and/or equity for breach of the statements herein, Company may terminate the Agreement for misrepresentations in this Affidavit.

Officer's Signature

Date: _____

Subscribed and sworn to before me
this _____ day of _____, 20 __

Notary Public