METER DATA MANAGEMENT SERVICES AGREEMENT
BETWEEN
AMEREN SERVICES COMPANY
AND

_____

THIS METER DATA MANAGEMENT SERVICES AGREEMENT (this "Agreement") is entered into this _____ day of _____, (the "Effective Date"), by and between _____, a _____organized and existing under the laws of the State of _____("Market Participant"), and AMEREN SERVICES COMPANY, for and on behalf of Ameren Illinois Company, a corporation organized and existing under the laws of the State of Illinois ("MDMS Provider"). Market Participant and MDMS Provider are sometimes hereinafter referred
to individually as a "Party" and collectively as the "Parties". This MDMS Agreement supersedes all previous MDMS agreements for the CPNodes listed in Attachment A.

WITNESSETH:

WHEREAS, MDMS Provider is organized, staffed and equipped to be a subsidiary service company to render certain services, including those contemplated to be provided herein, to Ameren Corporation and other subsidiaries of Ameren Corporation; and

WHEREAS, MDMS Provider has been authorized by Ameren Illinois Company, which is a subsidiary of Ameren Corporation, to provide the services set forth in this Agreement to Market Participant; and

WHEREAS, Market Participant is a "Market Participant" as such term is defined in the Open Access Transmission and Energy Market Tariff for the Midcontinent Independent Transmission System Operator, Inc. (the "TEMT"); and

WHEREAS, Market Participant is also a Retail Electric Supplier ("RES") eligible to sell electricity at retail in Illinois per Illinois law; and

WHEREAS, all "Market Participants" under the TEMT are required to provide meter data to the Midcontinent Independent Transmission System Operator, Inc. ("MISO") for billing and settlement purposes; and

WHEREAS, under the TEMT, MISO requires the reporting of load shift data (e.g. pertaining to the change in electric suppliers by Illinois retail customers), as a condition for the reallocation of ARR revenue; and

WHEREAS, MDMS Provider is willing to provide and Market Participant desires to acquire meter data and load shift data management services on such terms and conditions as are set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.   Definitions and Interpretation.

1.1   Definitions.

Unless the context otherwise requires, the following capitalized terms shall have the meanings ascribed to them below:

"Approved Courts" has the meaning given to such term in Section 8.3 of this Agreement.

"ARR Zone" has the meaning given to such term in the TEMT.

"Business Day" has the meaning given to such term in the TEMT; provided, however, that Business Day shall exclude all days the MDMS Provider observes as holidays.

"Commercial Pricing Node" has the meaning given to "Commercial Node" in the TEMT.

"Consultation Period" has the meaning given to such term in Section 5.5 of this Agreement.

"CPT" means the current prevailing time in Houston, Texas.

"Dispute" has the meaning given to such term in Section 8.1 of this Agreement.

"Dispute Notice" has the meaning given to such term in Section 8.2 of this Agreement.

"Effective Date" has the meaning given to such term in the preamble to this Agreement.

"Initial Term" has the meaning given to such term in Section 2.2 of this Agreement.

"Load Shift Data" has the meaning given to such term in Section 5.4 of this Agreement

"LSA" has the meaning Local Security Administrator as the role is defined in MISO's Local Security Administrator (LSA) Policy document.

"Market Participant" has the meaning given to such term in the preamble to this Agreement.

"MDMS Provider" has the meaning given to such term in the preamble to this Agreement.

"Meter Data" has the meaning given to such term in Section 5.3 of this Agreement.

"Meters" has the meaning given to such term in Section 5.1(a) of this Agreement.

"MISO" has the meaning given to such term in the recitals to this Agreement.

"Operating Day" has the meaning given to such term in the TEMT.

"PLC", or Peak Load Contribution, is an individual customer's contribution in kW, including transmission system losses, distribution system losses, and Residual Load, to the annual peak in the previous calendar year of the transmission zone corresponding to the Ameren Illinois Company.

"Renewal Term" has the meaning given to such term in Section 2.2 of this Agreement.

"Representatives" has the meaning given to such term in Section 3.2 of this Agreement.

"Residual Load" has the meaning given to such term in the TEMT.

"Residual Load Adjustment" has the meaning given to such term in Attachment B.

"Settlement Date" means, in relation to any given Operating Day, the dates on which settlements shall be achieved in respect thereof pursuant to the TEMT and the MISO's business practice manuals.

"Submission Date" means the deadline for submitting Load Shift Data pursuant to the TEMT and the MISO's business practice manual.

"TEMT" has the meaning given to such term in the recitals to this Agreement.

"Term" means the Initial Term together with any Renewal Terms.

1.2   Interpretation.

In this Agreement, unless a contrary intention clearly appears:

(a) the singular includes the plural and vice versa;

(b) reference to any Party includes such Party's legal and/or permitted successors and assignees, and reference to a Party in a particular capacity excludes such Party in any other capacity or individually;

(c) reference to any gender includes the other gender;

(d) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or otherwise modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof;

(e) reference to any Section or Attachment means such Section of this Agreement or such Attachment to this Agreement, and references in any Section or definition to any clause or paragraph means such clause or paragraph of such Section or definition;

(f) "hereunder", "hereof", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision hereof;

(g) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including"; and

(h) reference to any law (including statutes and ordinances) means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations, promulgated thereunder.

1.3   No Interpretation Based on Other Agreements.

Except as otherwise expressly provided in this Agreement, all terms defined and/or used in this Agreement shall be interpreted without regard for how such terms may be defined and/or used in other agreements between the Parties and/or their affiliated entities.

1.4   No Presumption of Construction for or Against any Party.

The Parties have jointly participated in the drafting of this Agreement and have had the opportunity to engage counsel of their own choosing in connection therewith. Any rule of construction or interpretation requiring this Agreement to be construed or interpreted for or against any Party shall not apply to the construction or interpretation of this Agreement.

1.5   Titles and Headings.

Section headings in this Agreement are inserted for convenience and ease of reference only and shall not be a part of or affect the meaning or interpretation of this Agreement.

2.   Effectiveness and Term.

2.1   Effectiveness.

This Agreement and the rights and obligations of the Parties shall become effective as of the Effective Date and shall continue in effect during the Term.

2.2   Initial Term and Renewal Terms.

The initial term of this Agreement ("Initial Term") shall commence on the Effective Date and shall terminate at the end of the hour beginning 2300 hours CPT on December 31 of that same year. If neither Party has given written notice to the other Party of its election not to renew this Agreement pursuant to Section 4.1 prior to the end of the Initial Term or any Renewal Term, as the case may be, then this Agreement shall automatically be renewed for an additional term (each, a "Renewal Term"), which will commence at the beginning of the hour ending at 0100 hours CPT on January 1st immediately following the end of Initial Term or the immediately preceding Renewal Term, as the case may be, and shall terminate at the end of the hour beginning 2300 hours CPT on the one (1) year anniversary of the last day of the Initial Term or the immediately preceding Renewal Term, as the case may be.

3.   Duties and Responsibilities; Indemnity.

3.1   Duties and Responsibilities.

Market Participant agrees that MDMS Provider shall have no duties or responsibilities except those expressly set forth in this Agreement, and shall not be responsible for any action taken or omitted to be taken by it hereunder or under any other agreement, document or instrument referred to or provided for herein or in connection herewith, except for its gross negligence and willful misconduct.

3.2   Indemnity.

Market Participant agrees to indemnify, defend and hold harmless MDMS Provider and its officers, directors, employees, contractors and representatives (collectively, the "Representatives") from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind and nature whatsoever (including reasonable attorney fees) which may be imposed on, incurred by or asserted against MDMS Provider or any of its Representatives in any way relating to or arising out of this Agreement or any other instruments, documents or agreements contemplated by or referred to herein or the transactions contemplated hereby or thereby or the enforcement of any of the terms hereof or thereof (including any such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements which may be imposed on, incurred by or asserted against MDMS Provider or any of its Representatives by MISO relating to or arising out of this Agreement), provided that Market Participant shall not be liable for any of the foregoing to the extent they arise from MDMS Provider's or its Representatives' gross negligence or willful misconduct.

4.   Expiration and Early Termination.

4.1   Expiration of Term.

This Agreement shall terminate and be of no further force and effect as of the end of the Initial Term or Renewal Term, as the case may be, if not less than ninety (90) Business Days prior thereto, either Party delivers written notice to the other Party that it has elected, in its sole and absolute discretion, not to renew this Agreement.

4.2   Termination for Cause.

If either Party defaults in the performance or observance of any of its material obligations under this Agreement and such default continues unremedied after notice thereof for a period of twenty (20) Business Days, in the case of a payment default, or sixty (60) Business Days, in the case of all other defaults (provided, however, that such sixty (60) Business Days shall be extended for an additional sixty (60) Business Days so long as such default is remedial and the defaulting Party is diligently pursuing a remedy), then the non-defaulting Party may terminate this Agreement by providing the defaulting Party notice thereof no sooner than five (5) Business Days and no later than thirty (30) Business Days after the end of the applicable cure period. If the non-defaulting Party fails to exercise its termination right pursuant to this Section 4.2 within thirty (30) Business Days after the end of the applicable cure period, then the non-defaulting Party's termination right shall no longer be available as a remedy for the

specific default which gave rise to its termination right pursuant to this Section 4.2. This Agreement shall terminate and be of no further force and effect as of the date which is five (5) Business Days after the date of the notice of termination delivered pursuant to this Section 4.2.

4.3   Termination for Convenience.

MDMS Provider may, in its sole and absolute discretion, terminate this Agreement without cause at any time during the Term upon ninety (90) Business Days' prior written notice to Market Participant. This Agreement shall terminate and be of no further force and effect as of the termination date specified in MDMS Provider's notice (which date shall not be any sooner than ninety (90) Business Days after the date of such notice).

4.4   Continuing Liability.

Notwithstanding any provision to the contrary contained herein, each Party shall remain liable for all payments and liabilities incurred prior to the expiration or early termination of this Agreement.

5.   Scope of Services

5.1   Electric Usage Meters; Read or Estimate Meter Readings.

(a)   Market Participant's Electric Usage Meter(s). The Parties acknowledge and agree that Attachment A contains a current list as of the Effective Date of all Commercial Pricing Nodes for Market Participant that are subject to this Agreement. Market Participant shall promptly notify MDMS Provider in the event of any change in the list of Commercial Pricing Nodes for Market Participant and shall include with such notice an updated Attachment A. Upon receipt and verification by the MDMS Provider of the updated list, based on consultations with MISO, and after notice by the MDMS Provider to the Market Participant, the updated Attachment A shall become effective and replace in its entirety the then current Attachment A.

(b)   Read and Estimate Meter Readings. MDMS Provider shall obtain readings from the electric usage meters ("Meters") that are included in the Commercial Pricing Node(s) for Market Participant on the same schedule MDMS Provider has obtained such readings prior to the Effective Date. If for any reason MDMS Provider is unable to obtain a reading from a Meter, then MDMS Provider will estimate the electric usage using information that is available to MDMS Provider. For all non-interval meters that are included in

the Commercial Pricing Node(s) for Market Participant, MDMS Provider shall profile the usage for those meters to create hourly usage values pursuant to the profiling methodology approved by the Illinois Commerce Commission.

5.2   Distribution Losses Adjustment.

To account for losses occurring on the distribution system, MDMS Provider shall apply to all hourly meter readings or electric usage estimates obtained pursuant to Section 5.1 the loss adjustment factor set forth in Ameren's current loss factor study; or, if applicable, the MDMS Provider shall apply the loss adjustment factor set forth in the TEMT; or, if not set forth in either an applicable service agreement or the TEMT, the MDMS Provider shall apply the loss adjustment factor set forth in the relevant retail service tariff.

5.3   Meter Data.

(a)   Aggregation. MDMS Provider shall aggregate all hourly meter readings and electric usage estimates determined by MDMS Provider pursuant to Section 5.1(b) and adjusted pursuant to Section 5.2 at the applicable Commercial Pricing Node in accordance with Attachment A to arrive at aggregated adjusted hourly data for each Market Participant at each applicable Commercial Pricing Node.

(b)   Residual Load Adjustment. MDMS Provider shall further apply a Residual Load Adjustment determined in accordance with Attachment B to all hourly data aggregated pursuant to Section 5.3(a) to allocate to Market Participant its share of the Residual Load.

The hourly meter readings and electric usage estimates aggregated and adjusted pursuant to this Section 5.3 at each applicable Commercial Pricing Node shall constitute "Meter Data" for the purposes of this Agreement.5.4   Load Shift Data

MDMS Provider shall aggregate PLC values for all customers served by Market Participant within the ARR zone. Load Shift Data is scaled so that the total of all load shift data for an ARR Zone matches the MISO NPLF. In the case that an individual customer was served by the Market Participant for only a portion of the month, that customer's PLC will be prorated by the portion of the month that the customer was served by the Market Participant.

5.5   Submission of Meter Data and Load Shift Data to MISO.

MDMS Provider agrees to submit electronically all Meter Data and all Load Shift Data to the MISO in accordance with the timing

requirements set forth in the TEMT and M ISO's business practice manuals.

5.6   Correction of Meter Data Submitted to MISO.

Market Participant shall review all Meter Data provided to the MISO by MDMS Provider and shall promptly notify the MDMS Provider of any error in any such data, including a description of any error and, if practicable, what Market Participant believes the correct data should be. Promptly after notification of an error the MDMS Provider and Market Participant shall attempt to reach agreement on what the correct data should be. When it has been determined that submission of corrected data is appropriate, then corrected Meter Data will be submitted to MISO by the MDMS provider in as timely a manner as practicable – usually with the next scheduled full submittal of Meter Data by the MDMS Provider to MISO for the Operating Day. Notwithstanding any provision to the contrary contained in this Agreement, MDMS Provider's submission of corrected data pursuant to this Section 5.6 shall not constitute MDMS Provider's acceptance of such corrected data, and MDMS Provider shall retain all of its rights to dispute such corrected data pursuant to Section 8.

5.7   Correction of Load Shift Data Submitted to MISO.

Market Participant shall review all Load Shift Data provided to the MISO by MDMS Provider and shall promptly notify the MDMS Provider of any error in any such data, including a description of any error and, if practicable, what Market Participant believes the correct data should be. Promptly after notification of an error the MDMS Provider and Market Participant shall attempt to reach agreement on what the correct data should be. When it has been determined that submission of corrected data is appropriate, then corrected Load Shift Data will be submitted to MISO by the MDMS provider in as timely a manner as practicable – usually with the next scheduled full submittal of Load Shift Data by the MDMS Provider to MISO for the Operating Day. Notwithstanding any provision to the contrary contained in this Agreement, MDMS Provider's submission of corrected data pursuant to this Section 5.7 shall not constitute MDMS Provider's acceptance of such corrected data, and MDMS Provider shall retain all of its rights to dispute such corrected data pursuant to Section 8.

5.8   Digital Certificates.

The Market Participant shall designate an LSA which shall provide the MDMS Provider with a digital certificate as required by the TEMT and MISO 's business practice manuals. The digital certificate is required to

effect meter data submittals to MISO. The Market Participant shall also provide the MDMS Provider with contact information for their LSA and ensure this information is kept current. The Market Participant shall be responsible for troubleshooting certificate problems at MISO. The MDMS Provider shall notify the LSA and the Market Participant within one business day whenever submission errors occur due to suspected certificate problems. Under no circumstances will the MDMS provider assume the role of LSA.

5.9   Limitation on Liability.

(a)   The Parties agree that in no event shall MDMS Provider be liable under this Agreement or otherwise to Market Participant other than for its gross negligence and willful misconduct in accordance with this Section 5.9(a).   If, and only if, the performance by MDMS Provider of its obligations under this Agreement is finally determined pursuant to Section 8.3 to have constituted gross negligence or willful misconduct, then, subject to Section 5.9(b), MDMS Provider shall be liable to Market Participant for Market Participant's direct damages, if any, under the TEMT which result from MDMS Provider's gross negligence or willful misconduct.

(b)   Notwithstanding any provision to the contrary contained in this Agreement, the Parties agree that in no event shall MDMS Provider be liable under this Agreement or otherwise to Market Participant for failure to submit Meter Data, Load Shift Data, or other data of any kind to MISO, if corrected data is submitted to MISO before the last Settlement Date with respect to such data.

(c)   Notwithstanding any provision to the contrary contained in this Agreement, in no event shall MDMS Provider be liable under this Agreement or otherwise to Market Participant for any exemplary or punitive damages or consequential or indirect loss or damage or any other special or incidental damages of any kind whatsoever arising out of or in connection with the performance or failed performance by MDMS Provider of its obligations or the exercise by MDMS Provider of its rights under this Agreement.

6.   Additional Services

MDMS Provider may, in its sole and absolute discretion, provide such additional services as Market Participant may request. MDMS Provider shall provide any such additional services on such terms and conditions as the Parties may mutually agree. MDMS Provider shall not be obligated to provide any such additional services until this Agreement has been amended in accordance with Section 9.4 or the Parties have entered into another agreement which provides for such additional services.

7. <u>Representations and Warranties</u>.

Each Party represents and warrants to each other Party, as of the Effective Date, as follows:

7.1 <u>Due Organization; Requisite Power</u>.

It is duly formed, validly existing and in good standing under the laws of the State of Illinois, in the case of MDMS Provider, and   , in the case of Market Participant.

7.2 <u>Requisite Power</u>.

It has all requisite corporate power necessary to own its assets and carry on its business as now being conducted or as proposed to be conducted under this Agreement.

7.3 <u>Due Authorization</u>.

It has all necessary corporate power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and the execution and delivery of this Agreement and the performance by it of this Agreement have been duly authorized by all necessary corporate action on its part.

7.4 <u>Non-Contravention</u>.

The execution and delivery of this Agreement and the performance by it of this Agreement do not and shall not violate its governance documents or any law or government approval applicable to it or its property.

7.5 <u>Enforceability</u>.

Assuming the due authorization, execution and delivery of this Agreement by the other Party, this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms, except as the same may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and by general principles of equity.

8. <u>Dispute Resolution</u>.

8.1 <u>Exclusive Procedure</u>.

Any controversy, claim or dispute of whatsoever nature or kind between the Parties arising out of or in connection with this Agreement or its

validity or interpretation (each a "Dispute") shall be resolved pursuant to the procedures in Section 5.6 or this Section 8.

8.2   Informal Resolution of Disputes.

If a Dispute arises between the Parties, then either Party may provide written notice thereof to the other Party, including a detailed description of the subject matter of the Dispute (the "Dispute Notice"). Upon the issuance or receipt of a Dispute Notice, the representatives of each Party shall in good faith attempt to resolve such Dispute by informal negotiations within ten (10) Business Days from the date of receipt of such Dispute Notice. If the Dispute is not resolved within ten (10) Business Days following receipt of the Dispute Notice or such later date as the Parties may mutually agree, then each Party shall promptly designate a senior executive responsible for the subject matter of the Dispute who shall have authority to resolve the Dispute. The senior executives shall obtain such information as may be necessary to inform themselves of the substance and particulars of the Dispute and shall meet within twenty (20) Business Days of the date on which the Parties' Representatives failed to resolve the Dispute pursuant to the immediately preceding sentence, at a time and place mutually acceptable to the senior executives.

8.3   Final Resolution of Disputes.

If the senior executives are unable to resolve the Dispute within twenty (20) Business Days of their first meeting or such later date as the senior executives may mutually agree, then the Dispute shall be resolved solely and exclusively by the state courts situated in St. Louis County, Missouri or the United States District Court for the Eastern District of Missouri (the "Approved Courts"). Each Party consents to and accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the Approved Courts and appellate courts from any appeal thereof, and irrevocably waives any objection which it may now or hereafter have to the jurisdiction of the Approved Courts. Each Party further irrevocably waives any objection that it may now or hereafter have to the laying of venue of any suit, proceeding or other action brought pursuant to this Section 8.3 in any of the Approved Courts, and irrevocably waives and agrees not to plead or claim in any such Approved Court that any suit, proceeding or other action brought therein has been brought in an inconvenient forum.

9. Miscellaneous.

9.1 Applicable Law.

This Agreement and the rights and obligations of the Parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois.

9.2 Jury Trial.

EACH OF THE PARTIES WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

9.3 Notices.

Unless otherwise expressly provided for in this Agreement, all communications and notices to a Party in connection with this Agreement shall be in writing, by facsimile or by email, and any such notice shall become effective (a) upon personal delivery thereof, including, by overnight mail or next Business Day or courier service, (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, (c) in the case of notice by facsimile, upon transmission thereof, provided that in addition to such transmission a confirmation copy of the notice is also provided promptly by either of the methods set forth in clause (a) or (b) above, or (d) in the case of email, upon transmission thereof, provided that in addition to such transmission a confirmation copy of the notice is also provided by either of the methods set forth in clause (a) or (b) above. All notices provided by the means described in clauses (a), (b), (c) or (d) above shall be addressed to a Party as provided below such Party's signature, or to such other address as any Party may designate by written notice to the other Party.

9.4 Amendments and Waivers.

Except as provided in Section 5.1(a), this Agreement may not be amended, supplemented or otherwise modified, other than pursuant to an instrument or instruments in writing executed by the Parties. No waiver by any Party of any one or more defaults by any other Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any

other default or defaults whether of a like kind or different nature. Any delay, less than any applicable statutory period of limitations or period of time expressly provided for herein, in asserting or enforcing any rights under this Agreement shall not be deemed a waiver of such rights. Failure of any Party to enforce any provisions hereof shall not be construed to waive such provision (except to the extent provided for in Section 4.2), or to affect the validity of this Agreement or any part thereof, or the right of any Party thereafter to enforce each and every provision thereof.

9.5   Severability.

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited by or deemed invalid under any applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

9.6   Parties Bound.

This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

9.7   Third-Party Beneficiaries.

Except as expressly provided herein, none of the provisions of this Agreement are intended for the benefit of any person or entity other than the Parties and their respective successors and permitted assigns.

9.8   Entire Agreement.

This Agreement states the rights of the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, oral or written, with respect thereto.

9.9   Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

9.10   No Joint Venture.

Any intention to create a joint venture or partnership relation between the Parties is hereby expressly rejected.

9.11   <u>Survival</u>.

Except as provided below, the representations, warranties, obligations and liabilities of each Party contained in this Agreement shall not survive the expiration or early termination of this Agreement. The provisions of <u>Sections 3.2</u> and <u>4.4</u> shall survive the expiration or early termination of this Agreement.

9.12   <u>Further Assurances</u>.

Each Party shall promptly and duly execute and deliver such further documents and assurances for and take such further actions reasonably requested by the other Party, all as may be reasonably necessary to carry out the purposes of this Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, each of the Parties has caused its duly authorized representative to execute this Meter Data Management Services Agreement as of the date first above written.

MDMS PROVIDER

AMEREN SERVICES COMPANY
On Behalf of AMEREN ILLINOIS COMPANY

Signature: _____

Printed Name: _____

Title: _____

Mailing Address: Ameren Services
Attn: Transmission Services Business Center
1901 Chouteau
Mailcode: 635
St. Louis, MO 63103

Telephone: 888-263-7361
Email: tsbc@ameren.com

MARKET PARTICIPANT

Signature: _____

Printed Name: _____

Title: _____

Mailing Address: _____
_____
_____
_____

Telephone: _____
Email: _____

Attachment A

List of Market Participant's Commercial Pricing Node(s)

Commercial Pricing Node(s)

Attachment B

Residual Load Adjustment

The hourly Residual Load Adjustment at each Commercial Pricing Node (m_j) will be calculated as follows:

$$m_j = m_t \left[\frac{\sum\limits_{i=1}^{n} w_i R_i (1 + D_i)}{\sum\limits_{j=1}^{N} \sum\limits_{i=1}^{n} w_i R_i (1 + D_i)} \right]_j$$

Where:

R_i = Hourly meter readings or estimated hourly metered readings;

D_i = Distribution loss adjustment factor consistent with paragraph 5.2 of this Agreement;

w_i = The Residual Load weighting factor applicable to the particular meter type or customer group.

m_t = Total hourly Residual Load for the Control Area where the Commercial Pricing Node is located;

i = A Meter or non-interval meter;

n = Total number of Meters or customer account numbers in a given Commercial Pricing Node;

j = A Commercial Pricing Node;

N = Total number of load Commercial Pricing Nodes within a Control Area.