

**TRANSMISSION REVENUE REQUIREMENT
CREDITING AGREEMENT
BETWEEN
AMEREN ILLINOIS COMPANY
AND
PRAIRIE POWER, INC.**

This Transmission Revenue Requirement Crediting Agreement (this "Agreement") is entered into this 11th of April, 2012 ("Effective Date") between Ameren Illinois Company ("Ameren Illinois"), an Illinois corporation, and Prairie Power, Inc., an Illinois not-for-profit corporation, ("PPI") (individually each a "Party" and collectively "the Parties").

RECITALS

WHEREAS, Ameren Illinois has joined the Midwest Independent Transmission System Operator, Inc. (hereinafter referred to as "MISO" or the "Transmission Provider") as a transmission owning member of the Midwest ISO; and

WHEREAS, the use of the Ameren Illinois transmission system is governed by the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff on file with the Federal Energy Regulatory Commission (the "Commission" or "FERC"), as amended from time to time (the "Tariff"); and

WHEREAS, the MISO Tariff provides Network Integration Transmission Service ("NITS") to Network Customers; and

WHEREAS, PPI has entered into an agreement as a Network Customer of the Midwest ISO located within the Ameren Illinois pricing zone; and

WHEREAS, PPI owns existing 138kV networked transmission facilities that are integrated with the Transmission System and contributing to the transmission service provided by MISO within the Ameren Illinois pricing zone; and

WHEREAS, pursuant to Section 30.9 of the Tariff, PPI is eligible to receive consideration through a billing credit or other mechanism for the PPI transmission facilities that are integrated into the plans and operations of the Transmission Provider to serve its power and transmission customers; and

WHEREAS, Ameren Illinois and PPI desire to establish a mechanism for including the eligible transmission facilities owned by PPI into the Transmission Revenue Requirement determined annually for the Ameren Illinois pricing zone.

AGREEMENT

In consideration of the foregoing recitals and the mutual promises set forth in this Agreement, the Parties agree as follows:

1. Definitions. All capitalized terms used in this Agreement shall have the meanings ascribed to such terms in the Tariff and the MISO Business Practices Manuals (collectively the "Midwest ISO Rules"), as applicable. In the event of a conflict between this Agreement and the MISO Rules, the definition in the MISO Rules shall govern.
2. Inclusion of the PPI Transmission Revenue Requirement into the Ameren Illinois Pricing Zone. Ameren Illinois and PPI agree that PPI transmission costs and transmission facility credits shall be treated in a manner substantially similar to the treatment of the costs and facility credits of Ameren Illinois in the Ameren Illinois pricing zone within MISO. Such treatment will be consistent with and in accordance with the following:
 - A. Ameren Illinois shall modify its Rate Formula Template of the MISO Tariff ("Attachment O"), subject to Commission approval, to include PPI's transmission revenue requirement. The PPI transmission revenue requirement shall be determined in a manner consistent with the requirements of the MISO Tariff. MISO shall determine eligible transmission facilities based on the "Midwest ISO Transmission Criteria for Review of New Member Transmission", or successor documents. Ameren Illinois criteria for the determination of eligible transmission facilities for inclusion in Attachment O may also be considered, provided that, in case of conflict, the MISO criteria shall prevail.
 - B. In accordance with the time lines and requirements specified by the MISO Tariff, PPI shall provide MISO with the PPI Attachment O and other information that MISO requires, or in the future may require, to determine the PPI transmission revenue requirement to be included in the Ameren Illinois Attachment O. Such information may include the following:
 - (i) An affirmation letter, signed by an officer of PPI, confirming that PPI follows the Uniform System of Accounts and attesting to the correctness of PPI's Attachment O,
 - (ii) RUS Form 12 (Operating Report - Financial) for the most recent fiscal year,
 - (iii) Audited Financial Statements for the most recent fiscal year, and
 - (iv) An Attachment O consistent with FERC-allowed MISO templates, and

(v) Additional workpapers and documents as required by MISO.

C. PPI shall provide Ameren Illinois with a copy of the information submitted to MISO. PPI acknowledges that MISO (subject to FERC review) shall have the right to make the final determination as to the PPI transmission revenue requirement that will be included in Ameren Illinois' Attachment O.

3. Credits to PPI for transmission revenue received by Ameren Illinois. Ameren Illinois shall apply a credit to the PPI NITS invoice in equal monthly amounts based on 1/2th of the PPI Transmission Revenue Requirement approved by MISO on an annual basis consistent with the MISO planning year.

4. Conditions to Effectiveness. Credits made by Ameren Illinois to PPI under this Agreement shall become effective on the first day of the first billing month following the occurrence of all of the following:

A. MISO concurrence with the acceptability of this Agreement.

B. The effective date of FERC's acceptance of modifications to the Ameren Illinois Attachment O as described above.

C. MISO approval and incorporation of the PPI transmission revenue requirement into the Ameren Illinois Attachment O.

5. Effect of MISO Signature. The Parties acknowledge and understand that the signature of the authorized officer of MISO on this Agreement is for the limited purpose of acknowledging that the representative of MISO has read the terms of this Agreement. The Parties and MISO further state that they understand that FERC desires that the Parties keep MISO fully apprised of the matters addressed herein, as well as any reliability and planning issues that may arise under this Agreement, and that the signature of the officer of MISO shall not in any way be deemed to imply that MISO is taking responsibility for the actions of either Party, that MISO has any affirmative duties under this Agreement, or that MISO is liable in any way under this Agreement.

6. Governing Law. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without reference to choice of law rules.

7. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.

8. Modification or Amendment. Any modification or amendment of this Agreement or any additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by an authorized representative of each Party.

9. Notices. Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when delivered in person or by courier or when sent by certified or registered mail to the respective address of each Party as follows:

To PPI:

Prairie Power, Inc.
Attn: President and CEO
2103 South Main Street
Jacksonville, Illinois 62650

If sent by mail:
P.O. Box 610
Jacksonville, Illinois 62651-0610

To Ameren Illinois:

Ameren Services Company
Attn: Maureen A. Borkowski
Senior Vice President, Transmission
One Ameren Plaza
1901 Chouteau Avenue
St, Louis, MO 63103

10. Assignment/Delegation. The rights and obligations of each Party under this Agreement may be assigned, transferred, or delegated to any successor in interest or affiliate of such Party without the consent of the other Party, but shall not be assigned, transferred or delegated to any other person, corporation, or entity without the prior, express written consent of the other Party.

11. Paragraph Headings. The titles to the paragraphs of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid the interpretation of the provisions of this Agreement.

In witness whereof, each Party to this Agreement has caused it to be executed by its duly authorized officers on the date indicated below.

DATE: April 11, 2012

PRAIRIE POWER, INC

BY: Jay Bartlett

TITLE: President and CEO

DATE: _____

AMEREN SERVICES COMPANY

As Designed Agent for
Ameren Illinois Company
d/b/a Ameren Illinois

BY: Maureen A. Borkowski

TITLE: Senior Vice President, Transmission

The signature below of the authorized officer of MISO is for the limited purpose of
acknowledging that an authorized officer of MISO has read this Agreement.

By: William C. Phillips

Name: William C. Phillips

Title: Vice President Standards Compliance & Strategy