A Plan Designed to Provide Security for Employees of



Ameren Retirement Plan for Ameren Contract Employees

Amended and Restated January 1, 2017

The following is a Summary Plan Description for the **Ameren Retirement Plan** applicable to employees who are represented by a collective bargaining agreement with Ameren Missouri Company and IBEW Local Unions 2, 702-UE, 1439, 1439 South, 1455, 1455 Regional West, IUOE Local Union 148-UE and Ameren Illinois Company (formerly AmerenCIPS) and IBEW Local Unions 309 and 649.

The official Plan document contains all details about the benefits provided by the Plan and governs actual Plan operations.

Every attempt has been made to assure accuracy. However, if there is any conflict between this description and the legal Plan document, the provisions of the legal Plan document will govern.

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Ameren Retirement Plan

Introduction

This Summary Plan Description describes the key features of the **Ameren Retirement Plan** (referred to hereafter as the "Retirement Plan" or "Plan"). It does not constitute an implied or expressed contract or guarantee of employment, nor is it intended to be a complete description of the **Ameren Retirement Plan**. Full details may be found in the Plan document, which is available from the Employee Benefits Department. If there is any inconsistency between the information in this Summary Plan Description and the Plan document, the Plan document will prevail.

The **Ameren Retirement Plan** provides a solid foundation of retirement income for you. The benefit you receive will be based on your final average pay and your years of service with Ameren. The Plan also takes a portion of your Primary Social Security benefit into account in determining your benefit.

Your *total retirement benefits program* includes your **Ameren Retirement Plan**, your 401(k) account (if applicable), your ESOP account (if applicable), and any retiree medical and life insurance benefits for which you may be eligible. These plans work together with Social Security and your personal savings to provide you with income and financial protection in your retirement.

Your Ameren Retirement Plan Features

- The Plan is designed to provide a monthly lifetime retirement benefit; you don't make any contributions to receive benefits.
- The benefit amount you receive at retirement is based on several factors, including your accredited service, pay and age when you retire.
- You can receive full benefits from the Plan at age 62.
- You may take early retirement at age 55 or after. If you take early retirement, your benefit will be reduced because you may receive it earlier and over a longer period.
- You have a vested, or nonforfeitable, right to a benefit after you complete five years of service, even if you leave the Company before retirement age.
- If you die after you're vested but before you start receiving a benefit, your surviving spouse is eligible for a benefit.

Definitions

It is important that you understand the following terms as they apply to your **Ameren Retirement Plan**.

Plan Sponsor means Ameren Corporation.

Plan Administrator means Administrative Committee. The **Ameren Benefits Center** is responsible for the actual administration of the Plan, including the application of Plan provisions and the determination of benefits in a uniform and nondiscriminatory manner. The **Ameren Benefits Center** has the discretionary authority to determine eligibility for benefits and to construe the terms of the Plan.

Company as used throughout this Summary Plan Description refers to the companies who have chosen to participate in this Plan, specifically:

- > Ameren Missouri Company
- Ameren Services Company
- > Ameren Illinois Company

Hours of Service include the actual hours you work and receive pay plus certain hours you do not work, including:

- Vacation days, holidays and sick leave
- > Paid leaves of absence
- > Hours for which back pay is awarded or agreed to by the Company
- > Other hours described in Section 2530.200b-2 of the Department of Labor regulations

Eligibility

You are eligible to participate in the **Ameren Retirement Plan** if you are a full-time employee represented by a collective bargaining agreement with Ameren Missouri Company and IBEW Local Unions 2, 702-UE, 1439, 1439 South, 1455, 1455 Regional West, IUOE Local Union 148-UE and were hired prior to July 1, 2013 or if you are a full-time employee represented by a collective bargaining agreement with Ameren Illinois Company (formerly AmerenCIPS) and IBEW Local Union 309 or 649 and were hired prior to October 15, 2012. (For IBEW Local Unions 2, 702-UE, 1439, 1439 South, 1455, 1455 Regional West, IUOE Local Union 148-UE employees hired into these bargaining groups on or after July 1, 2013 and IBEW Local Union 309 or 649 employees hired on or after October 15, 2012, please refer to the Ameren Retirement Plan - Union Cash Balance Supplement).



If you are a part-time or temporary employee, you are eligible for the **Ameren Retirement Plan** if you are an employee who is represented by any of the bargaining units listed above and have completed at least 1000 Hours of Service during 12 consecutive months. Typically, the 12 consecutive months begin on your first day of employment. However, if you don't complete 1,000 Hours of Service during those 12 months, you join the Plan after completing 1,000 hours during any calendar year beginning after your first day of employment.

You are automatically enrolled in the Plan when you meet the eligibility requirements.

If you transferred from another bargaining group having a different pension formula, your benefits may be calculated under the formula as governed by the applicable collective bargaining agreement.

Plan Funding

You do not contribute to the Plan. The Company pays the full cost.

In addition to paying for the Plan and its administrative expenses, the Company also pays premiums each year to an agency of the federal government for insurance to guarantee a portion of your benefit. See the section THE PENSION BENEFIT GUARANTEE CORPORATION (PBGC) for more information about this insurance.

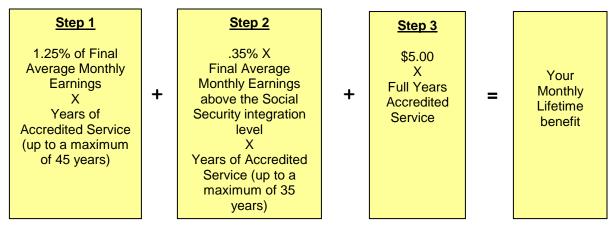
When You May Retire

The Retirement Plan gives you a choice.

- You may retire on the first day of the month following your 65th birthday, which is considered your normal retirement date.
- You may continue to work beyond your normal retirement date if you wish and retire on the first day of any month following your normal retirement date.
- You may also take early retirement by electing to retire on the first day of any month after you reach age 55. However, if you elect to begin receiving monthly payments before age 62, your monthly benefit will be reduced.

The Benefit Formula

If you retire on or after age 65, your monthly lifetime benefit will be calculated using the following three-step formula:



This formula applies to all active employees who retire, die or terminate service after June 30, 2003. Different formulas apply to Plan members who commenced benefits or terminated service prior to July 1, 2003.

The following is an explanation of each element of the formula.

Final Average Monthly Earnings

Your final average monthly earnings are determined by averaging your monthly pay for 60 consecutive months (5 years) out of the last 120 months (10 years) during which your pay was the highest. The Retirement Plan defines your monthly pay as your base pay on the first day of each month; however, overtime, premium payments and bonus payments are excluded. Monthly pay for hourly employees is the hourly wage rate in effect on the first day of the month multiplied by 174.

Accredited Service

As a full-time employee, if you complete at least 1000 Hours Of Service in a Plan year, you receive a month of accredited service for each calendar month that you:

- > Are a Plan member and
- > Complete at least one Hour Of Service

As a part-time or temporary employee, you earn a full year of accredited service for any calendar year in which you are a Plan member and earn at least 2,088 Hours of Service. Partial years of accredited service are given for any calendar year in which you earn less than 2,088 hours but at least 1,000 hours.

Social Security Integration Level

Your integration level is the average of the maximum pay on which you and the Company

pay Social Security taxes each year over the 35 years including the calendar year in which you are eligible for full Social Security benefits. Your integration level depends on your year of birth and the maximum pay subject to Social Security taxes during the 35-year period. If you leave the Company before age 65, changes in the Social Security pay maximum for calendar years after you leave will not affect your integration level.

The formula has two steps because it recognizes the Social Security taxes you and the Company pay. On pay below the integration level, you and your employer pay Social Security taxes, and in return you receive a Social Security benefit. On pay above the integration level, no Social Security taxes are paid and no benefits are received. So, on pay above the integration level, the Plan pays an additional benefit.



In addition to benefits from the Retirement Plan, most employees are eligible for monthly Social Security benefits.

Benefit Enhancement

Effective July 1, 2003, the monthly amount of retirement income payable to an employee who terminates employment on or after July 1, 2003 will be increased by five dollars multiplied by the employee's full years of accredited service (Step 3 of formula). In the case of an employee who terminates employment prior to his Early Retirement Date, such increase shall be subject to the early retirement reduction factors described below in section CALCULATING YOUR RETIREMENT BENEFIT AFTER AGE 55 and the appropriate survivor benefit option factors described in the section SURVIVOR BENEFIT OPTION. In the case of an employee who terminates employment on or after his Early Retirement Date, such reduction factors shall not apply to the benefit enhancement described herein.

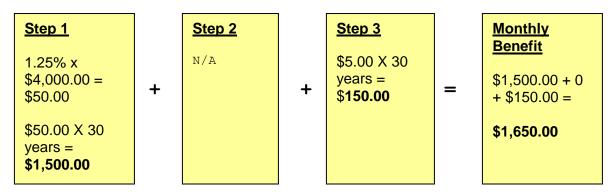
Calculating Your Normal Retirement Benefit

The following examples show how a monthly benefit from the Plan is calculated at normal retirement, age 65.

Assume an employee retires at age 65 with 30 years of accredited service, final average monthly earnings of \$5,000 and an integration level of \$4,200. The Retirement Plan monthly benefit for the employee's lifetime would be figured like this:

Step 1		Step 2		Step 3		Monthly Benefit
1.25% x \$5,000.00 = \$62.50	+	.35% X \$800.00 = \$2.80	+	\$5.00 X 30 years = \$ 150.00	=	\$1,875.00 + \$84.00 +
\$62.50 X 30 years = \$1,875.00		\$2.80 X 30 years = \$84.00				\$150.00 = \$2,109.00

Another employee retires at age 65 with 30 years of accredited service, final average monthly earnings of \$4,000 and an integration level of \$4,200. The monthly benefit for the employee's lifetime would be figured like this:



The second employee's final average monthly earnings are less than the integration level. Therefore, the monthly benefit does not include Step 2 of the formula.

Calculating Your Retirement Benefit After Age 55

Normal retirement is at age 65. You may retire, however, on the first day of any month after you reach age 55. At early retirement, you may defer the start of your monthly benefits until any time up to age 65. Your monthly benefit is figured under the same formula as described for normal retirement. The formula uses your accredited service, final average monthly earnings and integration level on your last day of employment to calculate a benefit.

If you start receiving your monthly benefit before age 62, your monthly benefit is reduced for each month that you start receiving a benefit before age 62. The reduction is ¼ of 1% (.0025) for each month that you receive monthly benefits before age 62. The following chart shows the percentage of your monthly benefit you'll receive if you start receiving a benefit at the specific ages shown. A slightly different percentage will apply if you start monthly payments between the ages shown.

Age at Which Benefits Begin	Percentage of Benefit
62 or later	100%
61	97%
60	94%
59	91%
58	88%
57	85%
56	82%
55	79%

For example, let's assume you retire at age 55 with 20 years of accredited service and start receiving benefits immediately. Your monthly benefit per the formula on page 7 is payable unreduced at age 62. If you elect early payment, the benefit is reduced based on the number of months benefits begin before age 62. In this case, that's a total of 84 months (7 years), so the monthly benefit is reduced 21% (.0025 X 84). If your monthly benefit at age 62 was \$1522.80, subtract the \$100 benefit enhancement ($$5 \times 20$ years) and apply the percentage of benefit to the remaining \$1,422.80, you would receive \$1,124.01 a month --79% of the benefit. Remember to add the benefit enhancement back into your monthly total \$1,124.01 + \$100 = \$1,224.01.

If you were employed prior to July 1, 1994, and start receiving a monthly benefit between age 55 and 62, you'll receive an additional Social Security supplement benefit. If you were employed on or after July 1, 1994, you must have 10 years of vesting service to be eligible for the additional Social Security supplement benefit. This supplement is paid until you reach age 62 -- the earliest age you can receive Social Security benefits. The supplement will equal the estimated Social Security benefit you can receive beginning at age 62. At age 62, this supplement ends. There is no reduction or charge for this additional benefit.

Calculating Your Retirement Benefit After Age 65

If you retire after age 65, your retirement benefit is figured using the formula and your accredited service (up to 45 years), integration level, final average monthly earnings and benefit enhancement on your actual retirement date. The Plan requires that you start receiving a Plan benefit no later than January 1 following the calendar year in which you reach age 70¹/₂.

If You Leave the Company Before You Are Eligible For Retirement

If you leave the Company after completing five years of vesting service but before reaching age 55, you are eligible for a vested benefit -- a monthly lifetime benefit beginning when you reach age 65. Your years of vesting service are equal to Plan years in which you complete 1000 Hours of Service.

Your benefit is computed using the formula, your accredited service, your final average monthly earnings, integration level and benefit enhancement on your last day of employment. You may elect to receive a benefit beginning any time after age 55; however the benefit is reduced on an actuarial basis for its early start. Also, if you begin receiving a monthly benefit between age 55 and 62 and had at least 10 years of vesting service, you may elect to receive a Social Security Level Income Option. This Level Income Option provides higher benefits from the Plan before age 62 and lower benefits after age 62. To start receiving your vested benefit any time after age 55, you must notify the **Ameren Benefits Center** at least 90 days before you want your payments to begin.

If the total value of your vested benefit when your Company employment ends is less than \$1,000, the Plan will pay the value of your benefit to you in a lump sum. This lump-sum payment would represent your total right to a benefit from the Plan. When you receive a Plan benefit, the benefit is always subject to income taxes. Certain distributions may be subject to an additional 10% penalty tax if you are younger than age 55 when you receive a benefit.

Special tax rules may apply that could reduce the taxes you pay or allow you to defer taxes on all or a portion of your Plan benefit. You should check with your financial adviser about these special tax provisions before you receive a Plan benefit.

If You Leave The Company and Later Return

If you leave the Company after earning at least five years of vesting service, you cannot lose previously earned years of service or accredited service. If you leave the Company and later return, all previously earned years of service and accredited service will be restored to you if you did not receive a lump-sum payment of your benefit. Upon your return to the Company, you automatically become a Participant again.

If you leave the Company before earning at least five years of vesting service, you may lose previously earned service if you later return. Your service will be restored upon reemployment with the Company if your breaks-in-service (the number of calendar years in which you did not complete at least 501 hours of service) total no more than five consecutive years.

If you are away from work because of pregnancy, childbirth, child adoption, and/or child care immediately following birth or adoption, you will be credited with up to 501 hours of service for one calendar year to prevent a break-in-service.

If you take a leave of absence for military service, you will continue to accrue a benefit under the Plan during your leave as long as you return to active employment with the Company, in accordance with your reemployment rights. Your benefit will be calculated as if you were continuously employed for vesting service, credited service and compensation purposes.

If You Are Disabled

If you are granted a leave of absence because of a total disability as defined under the Ameren Long Term Disability Plan, you may still be eligible for a retirement benefit from the **Ameren Retirement Plan**. Your benefit will be calculated based on the plan benefit formula; however, the following will apply:

- you will receive appropriate accredited service if you are paid normal monthly earnings, as defined by the Plan; and
- > your final average pay will be adjusted to reflect the most recent pay rates negotiated and incorporated into the appropriate collective bargaining agreement for the job you were in as of the date you became disabled.

How You May Receive Your Benefit -- Automatic Form

The Retirement Plan offers three ways to receive your benefit. Unless you elect otherwise, you will receive your benefit in the automatic form based on your marital status on the day you start receiving a Plan benefit.

- If you are married, your benefit will be paid automatically as a 50% survivor benefit option unless you elect otherwise. Under this payment form, 50% of your monthly benefit will continue after your death to your surviving spouse (the spouse you were married to at the time benefit payments began) for the rest of his or her life. Your monthly benefit, calculated based on the formula, is reduced slightly to provide for the continuing benefit to your surviving spouse. The reduction is based on the age differences between you and your spouse. A chart showing the reduction for this benefit appears on the Schedule of SURVIVOR BENEFIT OPTION REDUCTION FACTORS.
- If you are not married, your benefit will be paid automatically as a single life annuity unless you elect otherwise. Under this payment form, you will receive your full monthly benefit during your lifetime. After your death, all benefits end.

These forms are paid automatically unless you elect one of the optional forms described below. You may request an estimate of what your monthly payments will be under any payment option by calling the **Ameren Benefits Center** at 877.7my.Ameren (877.769.2637) or logging on to <u>www.myAmeren.com</u>.

How You May Receive Your Benefit -- Optional Forms

Instead of the automatic form, you may elect one of the optional forms. To choose a payment form other than the automatic form for your marital status, you must file the appropriate election form with the **Ameren Benefits Center** before your benefit payments begin. If you are married, your spouse must consent in writing to the election of a payment form other than the automatic 50% survivor benefit option. Your spouse's signature must be witnessed by a notary public. You may not change your election after you start receiving a monthly benefit.

Optional payment forms include:

- Single Life Annuity Option. This form is the same as the automatic payment form for employees who are not married when payments begin. It is also available to married employees who do not want the automatic 50% survivor benefit option. Under the single life annuity, you receive your full monthly benefit for life, but all payments end upon your death.
- Survivor Benefit Option. Under this option, you elect to reduce your monthly benefit so that monthly payments can continue to a beneficiary after your death. Your designated beneficiary will receive monthly payments for the rest of his or her life. The reduction in your monthly benefit is dependent upon the age of you and your beneficiary, the percentage of income you want continued after your death and the date you start receiving monthly benefits.

If you select your spouse as your beneficiary, you may elect for your spouse to receive 50%, 75% or 100% of your monthly benefit after your death. If you select someone other than your spouse as a beneficiary, you may elect for your designated beneficiary to



receive 25%, 50%, 75%, or 100% of your monthly benefit after your death. If your spouse is not your beneficiary, there are certain limitations on the maximum percentage of your pension that your beneficiary may receive (contact the Ameren Benefits Center for more Married information). emplovees need written spousal consent to name someone other than a spouse as beneficiary or to elect this option. A chart showing the reduction for this benefit appears on the SCHEDULE OF SURVIVOR BENEFIT OPTION **REDUCTION FACTORS.**

You may elect this option, the date it is to go into effect and select your beneficiary at any time before you retire. The election goes into effect on the date you select but can be no earlier than the later of your 55th birthday or one year after you make an election.

Within 90 days before benefit payments begin:

- > You may revoke your election and receive a life annuity.
- You may revoke your election and receive the 50% survivor benefit option if you have a spouse.
- You may increase or decrease the percentage of your benefit to continue after your death as well as change your beneficiary. However, this election will not be effective for one year.

If you choose a lower percentage or cancel your option after it becomes effective, there will be a permanent reduction in your monthly benefit for the period the option was in effect, as follows:

Permanent Reduction in Monthly Benefit for Survivor Benefit Option (for each full year or partial year option is in effect)				
	100% Option	75% Option	50% Option	25% Option
Non-spouse as beneficiary	1.00%	.75%	.50%	.25%
Spouse as beneficiary	.50%	.25%		N/A

The election is automatically revoked if your designated beneficiary dies before monthly benefits begin. However, the permanent reduction will apply based on the period the option was in effect.

This permanent reduction is in addition to the applicable reduction outlined on the SCHEDULE OF SURVIVOR BENEFIT OPTION FACTORS and any early retirement reduction based on the date you start receiving monthly benefits.

If You Die Before Age 55

Your spouse is eligible for a monthly lifetime benefit if you die under any of these circumstances:

- > While a Company employee and after you earn at least five years of vesting service
- After terminating employment with the Company with a vested benefit but before your monthly payments begin

Your spouse will receive a monthly benefit of 50% of the benefit you had earned before your death, reduced for early retirement, if payments start before your normal retirement, and reduced for the 50% survivor benefit option.

This benefit is payable to your eligible surviving spouse (the spouse to whom you were married at your death). If you are an active employee on your date of death, your spouse's monthly benefit will begin on the first of the month following your death. If you are not an

active employee at your death, your spouse's benefit will begin on the first day of the month following your 55th birthday.

If You Die After Age 55 But Before Benefit Payments Begin

Your spouse (or beneficiary) is eligible for a monthly lifetime benefit if you die after age 55 whether or not you were an active employee on your date of death.

If you die as an active employee and have elected one of the survivor benefit options described in the section How You MAY RECEIVE YOUR BENEFIT – OPTIONAL FORMS at least one year before your death, then your designated beneficiary will immediately begin receiving a monthly benefit. The benefit payable to your beneficiary will be calculated based on the survivor benefit option you elected and the benefit you would have received if you had retired on the first of the month after your death. The one-year waiting period is waived if you die from accidental causes.

Otherwise, your spouse will receive a monthly benefit of 50% of the benefit you had earned before your death, reduced for early retirement, if payments start before your normal retirement, and reduced for the 50% survivor benefit option. This benefit is payable to your eligible surviving spouse (the spouse to whom you were married at your death) beginning on the first day of the month after your death.

When You Want to Start Receiving a Benefit

To receive a Retirement Plan benefit, elect a payment option or take any other action under the Plan, you should contact the **Ameren Benefits Center** at 877.7my.Ameren (877.769.2637) or log on to <u>www.myAmeren.com</u> to request the appropriate forms. To start receiving a monthly benefit, you should begin the retirement benefit commencement process with the **Ameren Benefits Center** or at <u>www.myAmeren.com</u> between 30 and 90 days before you want your monthly benefits to begin. Information about appeal procedures you may use if you believe you are not receiving a benefit due you is in the section FILING CLAIMS FOR BENEFITS.



When Benefits Are Not Paid

This summary describes when and how the Plan pays retirement benefits to you and your survivors. You should know, however, those conditions under which benefits might be reduced or not paid at all. Following are *some* of those conditions.

- If you leave Ameren before becoming vested, you are not eligible for a benefit from the Plan.
- If you choose the life annuity, no benefits are payable to anyone after your death, provided you have already commenced payment.
- If you choose a payment method that continues an annuity to your spouse or other beneficiary after your death, your annuity will be reduced so that payment can be made over a longer period.

Suspension of Retirement Benefits

You may continue working beyond age 65. In that case, your retirement benefit will continue to grow with increases in your years of accredited service and your rate of pay. However, you will not receive benefits for any period of time prior to your actual retirement date—unless you are required to commence your benefit. Monthly retirement benefits must begin no later than April 1 following the calendar year in which you reach age 70½ and will be adjusted annually if you continue actively working for the Company.

Applicable Department of Labor Regulations, which apply to suspension of benefits between age 65 and your actual retirement date, may be found in Section 2530.203-3 of the Code of Federal Regulations. Also, you can request a copy of the Plan provisions that apply to suspension of benefits by contacting the **Ameren Benefits Center**.

Special Note

Federal law limits the amount highly compensated employees may receive from the Plan. Employees affected by this limitation will be notified.

Current law also requires that the Plan include provisions that will become operative if the Plan becomes "top-heavy." A top-heavy Plan is one in which 60% or more of the value of all the benefits belongs to a small group of highly compensated people. This Plan is not currently top-heavy, nor is it likely to ever become top-heavy. If it does, you will be notified of the effect, if any, on the Plan's operation.

Plan Amendment and Termination

While the Company expects to continue the Retirement Plan indefinitely, it has the right to amend or terminate the Plan at any time, for any reason. No amendments, however, can reduce the benefits you have already accumulated, and no Plan assets can go back to the Company unless all accumulated benefits are paid. If assets remain after all benefits have been provided, they will be returned to the Company.

If the Company becomes insolvent and the Plan is terminated, benefits are protected by the Pension Benefit Guaranty Corporation (PBGC). See the section THE PENSION BENEFIT GUARANTY CORPORATION (PBGC) for more information about the PBGC and the protection it provides.

Filing Claims for Benefits

The **Ameren Benefits Center** will furnish you with information about your retirement benefit before you retire. You will also receive a Method of Payment form so that you may choose when your payments begin and apply for any optional methods of payment provided by the Plan.

Claims Procedures

If you have been denied benefits to which you believe you are entitled, you may file a written claim for benefits with the Administrative Committee. The request must be addressed to:

Ameren Corporation Administrative Committee Employee Benefits Department Mail Code 533 1901 Chouteau Avenue PO Box 66149 St. Louis, Missouri 63166-6149

Generally, the Administrative Committee will grant or deny your claim within 90 days from the date your claim is properly filed.

If your claim for a benefit from the Retirement Plan is denied in whole or in part, you will be notified in writing within 90 days of the receipt of your claim. The written denial will include:

- ➤ the specific reasons for the denial,
- > specific reference to the Plan provisions on which the denial is based,
- a description of any additional information needed to complete their review of your claim, and an explanation of why this information is necessary, and
- > an explanation of the Plan's claim review procedures.

The Administrative Committee may extend the claim review period for up to 90 days in special circumstances. You will be notified in writing if this extension of time is required. If you do not receive notice of the status of your claim by the end of the claim review period, you should consider your claim to be denied and proceed to the request for review stage of filing claims.

Claims Review

No later than 60 days after receiving the denial (or if no notice is received, within 150 days after filing a claim), you, your beneficiary or an authorized representative may submit to the Administrative Committee a written request for review of the decision to deny your claim. You must direct your request to the Administrative Committee at the appropriate address listed above.

Your request for review should be accompanied by documents or records in support of the appeal. You, your beneficiary or a duly authorized representative may review all pertinent documents relating to the denial of your claim and submit issues and comments in writing. For this purpose a document is considered relevant if it:

- > was relied upon in making the benefit determination,
- was submitted, considered or generated in the course of making the benefit determination,
- demonstrated compliance in making the benefit determination, with the rule's required administrative processes or safeguards.

The Administrative Committee will consider your request for review and within 60 days (or 120 days in special circumstances) provide a written response to the request, explaining the reasons for the decision with specific reference to the Plan provisions on which that decision is based. Generally, if the decision on review is not furnished within such time, the claim shall be deemed denied on review.

The Administrative Committee has the exclusive right to interpret the provisions of the Plan and its decisions are final, conclusive and binding (except as otherwise provided in the Plan or by law).

Qualified Domestic Relations Orders

The Retirement Plan will pay all or a portion of your benefit to an Alternate Payee in compliance with a Qualified Domestic Relations Order (QDRO) issued by a court. For the purposes of the Retirement Plan, a QDRO is any judgment, order, decree or approval of a property settlement agreement made on the basis of a domestic relations law that satisfies the Internal Revenue Code's QDRO requirements and does not require the Plan to make payments that are not otherwise permitted by the Plan. The order may relate to child support, alimony or marital property rights of a spouse, former spouse, child or other dependent and may direct payment of all or part of your Plan benefit to another person.

Ameren has partnered with QDRO Consultants, a third party administrator, to perform the administration, qualification, correspondence and "QDRO split" responsibilities of any Qualified Domestic Relations Orders (QDROs).

Upon notification through a draft or qualified QDRO that an employee may be in the process of a divorce, QDRO Consultants will place a hold on the Participant's retirement benefit to prevent any withdrawals. The hold will remain until the employee provides proof that the retirement benefit is not affected, the account has been split by a QDRO, or there is no activity (neither written nor verbal correspondence with QDRO Consultants) on the account for six months. At that time a letter will be sent to all parties involved informing them that unless some form of contact is made in the next 30 days, it will be assumed there is no QDRO and the QDRO hold will be released. If you retire or terminate while a QDRO hold is in effect, you may not receive payment from the Plan until the QDRO matter is resolved.

Once the QDRO review is completed, QDRO Consultants will issue a determination to all involved parties as to whether the Order is qualified.

Plan participants may obtain, without charge, a copy of the QDRO procedures by calling QDRO Consultants and asking for Ameren's QDRO Administration contact at 877.769.2637, option 4.

General	Plan	Intorn	nation

Plan Name	Ameren Retirement Plan
Type of Plan	Defined Benefit
Plan Year/Fiscal Year	January 1 through December 31. Plan
	records are maintained on this basis.
Plan Number	005
Plan Sponsor	Ameren Corporation
	1901 Chouteau Avenue
	P. O. Box 66149, Mail Code 533
	St. Louis, MO 63166-6149
	877.7my.Ameren (877.769.2637)
Plan Sponsor's Employer Identification	43-1723446
Number	
Plan Administrator	Administrative Committee
	1901 Chouteau Avenue
	P. O. Bo 66149, Mail Code 533
	St. Louis, MO 63166-6149
	877.7my.Ameren (877.769.2637)
Trustee	Mellon Global Securities Services
	135 Santilli Highway, 026-0037
	Everett, MA 02149
Agent for Service of Legal Process	General Counsel
	Ameren Services Company
	1901 Chouteau Ave.
	P. O. Box 66149, Mail Code 1300
	St. Louis, MO 63166-6149
	877.7my.Ameren (877.769.2637)
	Legal process can also be served on Ameren
	Corporation and the Plan Trustee.

ERISA Information

Your Rights Under ERISA

As a participant in the **Ameren Retirement Plan**, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office, and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series)

and the updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan Administrator must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA. If your claim for a pension benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan Administrator review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan Administrator and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Office of the Pension and Welfare Benefits Administration, U.S. Department of Labor listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue NW, Washington, D.C., 20210.

The Pension Benefit Guaranty Corporation (PBGC)

Your pension benefits under the **Ameren Retirement Plan** are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: normal and early retirement benefits, disability benefits if you become disabled before the Plan terminates and certain benefits for your survivors.

However, the PBGC generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates;
- Some or all of the benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates;
- Benefits that are not vested because you have not worked long enough for the Company;
- Benefits for which you have not met all of the requirements at the time the plan terminates:
- Certain early retirement benefits (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's normal retirement age: and
- > Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, DC 20005-4026 or call 202.326.4000 (not a toll-free number). TTY/TDD users may call the Federal relay service toll-free at 800.877.8339 and ask to be connected to 202.326.4000. Additional information about the PBGC's pension insurance program is available through the PBGC's web site on the Internet at http://www.pbgc.gov.

Schedule of Survivor Benefit Option Reduction Factors (Effective July 1, 1993)

No. of Full Years Survivor Beneficiary	Factor if	Factor if
is Younger or Older Than Employee	<u>Younger</u>	Older
100% SURVIVOR BENEFIT OPTION		
0	.883	.883
1	.878	.888
2	.873	.894
3	.868	.899
4	.863	.904
5	.858	.909
6	.853	.914
7	.849	.919
8	.844	.924
9	.840	.929
10	.835	.934

75% SURVIVOR BENEFIT OPTION

0	.910	.910
1	.906	.914
2	.901	.918
3	.897	.922
4	.893	.926
5	.890	.930
6	.886	.934
7	.882	.938
8	.878	.942
9	.875	.946
10	.871	.949

50% SURVIVOR BENEFIT OPTION

0	.938	.938
1	.935	.941
2	.932	.944
3	.929	.947
4	.926	.950
5	.924	.952
6	.921	.955
7	.918	.958
8	.915	.961
9	.913	.963
10	.910	.966

25% SURVIVOR BENEFIT OPTION

0	.968	.968
1	.966	.970
2	.965	.971
3	.963	.973
4	.962	.974
5	.960	.976
6	.959	.977
7	.957	.979
8	.956	.980
9	.954	.981
10	.953	.983

The Ameren Benefits Center has reduction factors for differences in ages not shown above.