A Plan Designed to Provide Security for Employees of

Ameren Retirement Plan

Benefits for Ameren Illinois Company (formerly AmerenIP) 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 Illinois Company (formerly AmerenIP) and the IBEW Local 51, IBEW Local 51-(formerly 1306), IBEW Local 309, IBEW Local 702, Laborers Local 12 Counties, Pipefitters Local 101, Pipefitters Local 360, Laborers Local 459, IBEW Local 51 MDF-(formerly 1306MDF), Laborers Local 100, IBEW Local 51 MDF, and were hired prior to October 15, 2012.

Complete details of the Plan can be found in the official Plan documents and trust agreements which govern the operation of the Plan. All statements in this summary are subject to the provisions and terms of those documents.

This summary describes the Plan as in effect on January 1, 2017. For administrative information about the Plan and your rights under the Employee Retirement Income Security Act of 1974, as amended (**ERISA**), please turn to the GENERAL INFORMATION section of this summary.

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.

Ameren Retirement Plan
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Ameren Retirement Plan Benefits for Ameren Illinois Company (formerly AmerenIP) Contract Employees)

The purpose of this Plan is to provide eligible employees with a monthly income for life when they retire. The benefits are in addition to any benefits payable by Social Security, and the **Company** currently pays the full cost of Plan benefits. You are neither required nor permitted to make contributions to the Plan.

> **IF YOU HAVE QUESTIONS ABOUT YOUR RETIREMENT BENEFITS**
>
> Call the **Ameren Benefits Center** at 877.7my.Ameren (877.769.2637)
>
> ***or***
>
> Log on to ***myAmeren Benefits Web*** at **www.myAmeren.com**

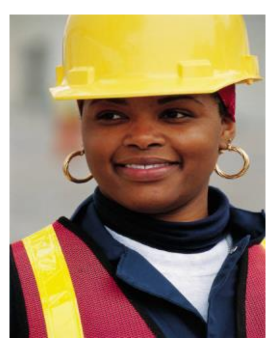
Please keep in mind that this is only a summary and does not cover all Plan details. If you need additional information about the Plan, refer to the official Plan and trust documents that govern the Plan's operations and the payment of all benefits. Those documents set forth all of the details and provisions concerning the Plan and are subject to amendment. If any questions arise that this summary does not cover or, in case this summary appears to conflict with the official Plan and trust documents, the text of the official Plan and trust documents will always take precedence and determine how the questions will be resolved. Contact the **Ameren Benefits Center** at 877.7my.Ameren (877.769.2637) to review Plan materials.

The benefits described in this summary apply to employees who are **participants** in the Plan on or after January 1, 2017. Benefits for employees who retired or terminated with deferred vested benefits prior to January 1, 2017 are determined in accordance with the Plan in effect at the time of their retirement or termination.

We urge you to read this summary in order to familiarize yourself with the Plan's provisions. Special terms used in this summary are shown in **bold print**. These terms are discussed in the IMPORTANT TERMS YOU SHOULD KNOW section of this summary. Should you have any questions, please call the **Ameren Benefits Center** at 877.7my.Ameren (877.769.2637) or by going online to **www.myAmeren.com**.

Eligibility And Participation

Who Is Eligible To Participate



You are eligible to participate in the Plan if you:

- Are employed by Ameren Illinois Company (formerly AmerenIP) and were hired before October 15, 2012.
- Are at least age 21.
- Have completed one year of **eligibility service**.

- Are covered by a collective bargaining agreement with the **Company** that provides for participation in the Plan.
- For employees hired on or after October 15, 2012, please refer to the Ameren Retirement Plan - Union Cash Balance Supplement.
- 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.
- Are not:
  - A non-resident alien who receives no U.S. source income from the **Company**.
  - A leased employee.
  - An independent contractor or an individual who is designated, compensated or otherwise classified by the **Company** as an independent contractor or other non-common law employee.
  - An employee who waived participation, including an employee who is subject to a written agreement with the **Company** that provides the employee is not eligible to participate in the Plan.

When Participation Begins

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

If you became a **participant** in the Plan when the age requirement was different than it is today, your participation is based on the requirement in effect at that time. Past age requirements were:

FROM	TO	MINIMUM AGE
July 1949	February 1966	30
March 1966	December 1984	25
January 1985	Today	21

When Participation Ends

When you leave the **Company** — either at retirement or before — participation in the Plan ends.

Who Pays The Cost Of The Plan

Currently, the **Company** pays the entire cost of the Plan. **Participants** are not allowed to make contributions to the Plan. **Company** contributions are paid directly into a trust fund for the benefit of Plan **participants** and beneficiaries.

If you participated in the Plan prior to April 1, 1979, the Plan required you to make **employee contributions** to participate in the Plan. When you elect to receive your pension, the money you contributed to the Plan and the interest it has accrued (which you have not previously withdrawn) will be paid to you as part of your pension. (See WITHDRAWALS OF EMPLOYEE CONTRIBUTIONS regarding the requirements to withdraw **employee contributions** and accrued interest from the Plan.)

Vesting Service

Vesting service is equal to one year for each **employment year** in which you receive credit for at least 1,000 hours of service. You are fully vested in the Plan when you complete five years of **vesting service** or attain age 55 while employed by the **Company** (or affiliated companies). (You will become vested during your fifth **employment year** once you have received credit for 1,000 hours of service.) If you leave the **Company** before retirement, you may be entitled to a benefit, provided you are vested (see the IF YOU LEAVE EMPLOYMENT BEFORE YOU RETIRE section).

Break-In-Service

A break-in-service is any **employment year** in which you work 500 hours or less. Your number of years of breaks-in-service may cause you to lose years of **vesting service** and **benefit credits** that you have already earned.

You will not incur a break-in-service as a result of absences:

- For service in the uniformed services of the United States, as protected by law (generally not to exceed five years).
- For parental leave of up to 12 months due to:
  - Pregnancy.
  - Childbirth.
  - The placement of a child in connection with an adoption.
  - Caring for the child during the period immediately following the birth or placement for adoption.

If You Are Re-Employed

If you leave the **Company** before you are vested and are later re-employed, the **vesting service** you earned during your previous period of employment will be reinstated if the length of your break-in-service does not exceed the greater of the length of your prior **vesting service** or five years, whichever is greater. In addition, your **benefit credits** from your previous employment will be added to your **career benefit credit** if the length of your break-in-service does not exceed the greater of the length of your prior **vesting service** or five years, whichever is greater, and you complete one year of **vesting service** with the **Company** (or affiliated companies) following your re-employment.

KEEP YOUR ADDRESS UP-TO-DATE

It is your responsibility to keep your address information current. Call the **Ameren Benefits Center** at 877.7my.Ameren (877.769.2637) each time your address changes.

If you leave the **Company** after you are vested and are later re-employed before you begin to collect a monthly benefit, the **vesting service** you earned during your previous period of employment will be reinstated and your **benefit credits** from your previous employment will be added to your **career benefit credit** upon your re-employment.

If you leave the** Company**, begin to collect a monthly benefit, and later are re-employed, the payment of your benefit will be suspended. During the period of your re-employment you will earn** benefit credits **if you are eligible to participate in the Plan. When you again retire, your pension will be increased for the additional** benefit credits**, but will be reduced by the actuarial equivalent of benefits already paid. However, if you leave the** Company**, receive your benefit in a lump sum and are later re-employed, the** benefit credits **you earned during your previous period of employment will be disregarded.

USERRA

If you leave the **Company** to perform uniformed service for a period generally not to exceed five years, some provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) may apply to you if you return to employment with the **Company**. You must give advance notice to the **Company** of your military leave and satisfy certain other requirements, including timely return to employment with the **Company** when your military leave ends.

When You May Retire

The Plan offers a variety of retirement dates to give you the flexibility to decide when you want to retire.

Normal Retirement

In general, you are eligible for a normal retirement pension when you reach your **normal retirement age** (your 65th birthday).

If you elect to retire on or after your **normal retirement age**, your benefit is calculated as of the first day of the month after you terminate employment with the **Company** (and affiliated companies). (See the HOW TO RECEIVE YOUR BENEFITS section for information related to the payment of your benefit.)

Early Retirement

You can choose to retire early at any time after reaching age 55. Your benefit will be calculated as of the first day of the month you elect after you terminate employment with the **Company** (and affiliated companies) after reaching age 55 and before reaching age 65. (See the HOW TO RECEIVE YOUR BENEFITS section for information related to the payment of your benefit.)

If you are receiving long-term disability benefits from the **Company**, you are eligible to elect to receive your benefit under the Plan at any time after reaching age 55, but your long-term disability benefits will be offset by your benefit under the Plan, and you will no longer be considered as employed by the **Company**.

Late Retirement

There is no mandatory retirement age at the **Company**. You continue to accrue a retirement benefit if you work past your **normal retirement age**. Your monthly pension benefit will be calculated using your **career benefit credit** as of your late retirement date.

How Your Benefit Is Calculated

There are several steps for calculating your annual retirement benefit under the Plan. Your actual retirement benefit depends on **benefit credits** for periods after January 1, 1994 and the benefits, if any, that you had earned under the Plan's prior benefit formula on January 1, 1994. You earn **benefit credits** during each payroll period that you work for the **Company** while you are eligible to participate in the Plan and are a **participant**. Your **benefit credit** shall not be reduced to take into account any period of unpaid absence during a payroll period. However, if you are absent without pay for the entire payroll period, you will not receive a **benefit credit** for the payroll period. Your **benefit credit** will be determined using your regularly scheduled hours; overtime is not taken into account. Your **benefit credit** is calculated each pay period as follows:

Base Earnings
x Hours Per Pay Period
x Applicable Plan Multiplier
Benefit Credit

For payroll periods beginning on January 1, 1994 and ending on December 31, 1997, the applicable Plan multiplier is 0.0220 (2.2%) and this percentage is the rate that **benefit credit** accumulates each pay period during this time. For payroll periods beginning January 1, 1998 through the end of the current Union Bargaining Agreement, the multiplier is 0.0240, representing a **benefit credit** rate of 2.4%. For payroll periods beginning on or after July 1, 2005, the multiplier shall be governed by the terms of any applicable collective bargaining agreements between the **Company** and the unions that represent the **Company's** employees.

Normal Retirement Benefit

Your **benefit credits** are added together to determine your **career benefit credit**. Your **career benefit credit** is used to determine your monthly normal retirement pension benefit, which is based on the following formula:

Career Benefit Credit
÷ 12 (months)
Monthly Pension

This formula calculates a monthly pension benefit that is a single life annuity payable at age 65. This amount is adjusted for pension benefits payable in other forms. The following example shows how your benefit may be calculated:

Example 1

If you terminate employment with the **Company** at age 65 and your last pay period was 80 hours and your **base earnings** for your last pay period was $24 per hour, your last **benefit credit** would be calculated as follows:

$24.00 x 80 x 0.0240 $46.08

If you had a total career benefits credit of $9,000.00 before your last **benefit credit**, here is how your monthly pension benefit would be calculated:

46.08 + $9,000.00 $9,046.08 ÷ 12 (months) $753.84 MONTHLY PENSION BENEFIT*

*You will also receive any benefits payable by Social Security in addition to your pension benefit from the Plan.

Note: If you were a **participant** in the Plan prior to January 1, 1994, your accrued benefit through January 1, 1994 will be determined under the Plan terms then in effect and will be in addition to the retirement benefit described above.

Early Retirement Pension

If you terminate employment with the **Company** on or after your **early retirement age** and prior to your **normal retirement age**, you are entitled to receive an early retirement pension under the Plan. Your benefit is calculated using the same formula as for the normal retirement pension (see NORMAL RETIREMENT BENEFIT). Your benefit is then reduced using an early retirement reduction factor if you elect to receive your benefit before age 62.

If your pension payments begin on or after your **early retirement age** and before age 62, they are reduced according to the following table to account for the longer period of time you are expected to receive a pension benefit from the Plan:

AGE AT ANNUITY STARTING DATE	EARLY RETIREMENT FACTORS
62 – 64	1.00
61	0.96
60	0.92
59	0.82
58	0.76
57	0.70
56	0.64
55	0.58

The appropriate factor listed on the previous page will be adjusted based on your age in years and nearest months if your pension starting date is not on your date of birth.

Example 2

If you terminate employment at age 61 with a benefit calculated as in Example 1, and you decide to start receiving payments at age 61, your benefit will be reduced as follows:

$753.84 x Age 61 factor

OR

$753.84
x .96
$723.69 MONTHLY EARLY RETIREMENT BENEFIT*

*Once you are eligible to receive a benefit from Social Security, you will receive those benefits in addition to your benefits from the Plan.

Note: The benefits calculated in Examples 1 and 2 are monthly benefits for your life only.

If You Leave Employment Before You Retire

If You Are Not Vested

If you terminate employment with the **Company** before becoming vested under the Plan, you are not entitled to receive a Plan benefit.

If You Are Vested

If you are vested in your Plan benefit when you leave the **Company** before age 55 for any reason other than death, you can elect to receive your pension at any time after reaching age 55.

If you elect to receive your pension before age 65, your benefit is reduced by an actuarial factor that takes into account your age:

AGE AT RETIREMENT	ACTUARIAL REDUCTION FACTOR
65	1.000
64	0.914
63	0.839
62	0.771
61	0.712
60	0.659
59	0.611
58	0.570
57	0.531
56	0.497
55	0.466

The appropriate factor listed above will be adjusted based on your age in years and nearest months if your pension starting date is not on your date of birth.

How Your Benefit Is Paid

If the present value of all benefits payable to you under the Plan when you terminate employment is $1,000 or less, your benefit is paid to you in a single cash lump sum. This lump sum payment is paid as soon as practicable after your termination of employment.

If the present value of your Plan benefits is more than $1,000, you have some choices about how your benefit is paid and, depending upon your payment choice, who your beneficiary will be. However, the Plan also has what are called "normal" forms of payment that are based on your marital status.

NOTE: REQUIRED PAYMENTS

If the present value of your benefit is more than $1,000, federal law requires that the payment of your benefit begin no later than:

- April 1 of the calendar year following the later of:
  - — The calendar year you attain age 70-1/2.
  - — The calendar year you terminate employment with the **Company** (and affiliated companies).

Normal Forms Of Payment

If You Are Single

If you are single on the date your pension begins, the normal form of payment under the Plan is a monthly single life annuity. Under this form of payment, your full benefit is paid to you for your lifetime only. No pension benefits are payable after your death.

If You Are Married

If you are married for less than 12-consecutive months before the date your pension begins, the normal form of payment is a qualified joint and survivor annuity. (The joint and survivor annuity option is discussed under *Optional Forms Of Payment*.) Under this form of payment, your monthly single life benefit is adjusted to allow for a benefit equal to 50% of your adjusted benefit to be continued after your death for the life of your surviving spouse.

If you are married for at least 12-consecutive months before the date your pension begins, the normal form of payment is a monthly annuity where you will receive the greater of:

- The amount you would have received under the joint and survivor annuity described above.
- The applicable monthly single life annuity, multiplied by a factor of .9000 and reduced by .0050 for each year that your spouse is more than 10 years younger than you.

Under this form of annuity, 50% of your monthly benefit will be continued after your death for the life of your surviving spouse.

Optional Forms Of Payment

If the present value of your Plan benefits exceeds $1,000, you may elect an optional form of benefit payment. Your election must be made by properly completing and providing the applicable election form to the Benefits Center during a specific 30-day election period (which may be reduced to 8 days with your consent, and if you are married, with your spouse's consent), and not more than 90 days before your benefit payments begin. If you are married, your spouse must consent to the decision to receive an optional form on the election form and the form must be notarized. Any consent by your spouse is irrevocable. You may contact the **Ameren Benefits Center** at 877.7my.Ameren (877.769.2637) regarding any questions you may have concerning the optional forms of payment. Once your payments begin, you cannot change your payment election. (See the HOW TO RECEIVE YOUR BENEFITS section regarding when you should contact the **Ameren Benefits Center** to start your benefit and to elect an optional payment form.)

Level Income Option

If you elect to receive your benefit before age 62, you may select the level income option if you terminate employment before age 62. Using this option, you can receive a higher pension before age 62. Then, when you become eligible for federal Social Security benefits at age 62, the Plan's monthly payments to you decrease when you begin receiving Social Security benefits. Your total income from both sources should remain approximately the same throughout your retirement.

Note: If you are married and elect the 50% Joint & Survivor Annuity (see below) with Level Income Option (LIO) and you die before or after age 62, your surviving spouse will receive the survivor portion of the regular 50% Joint & Survivor annuity, instead of 50% of the LIO amount.

For example:

	Benefit Payable at Requested Benefit Commencement Date	
Option	**To You**	**To Your Survivor After Your Death**
Single Life Annuity	$1,491.85	**$0.00**
50% Joint & Survivor Annuity	$1,367.74	**$683.87**
50% J&S w/Lev Inc Pre-Age 62	$2,332.05	**$683.87**
50% J&S w/Lev Inc Post-Age 62	$876.05	**$683.87**

Single Life Annuity

You receive a monthly pension payable for your lifetime only. No benefits are payable after your death.

Joint And Survivor Annuity

You receive a lower monthly pension for your life so that a benefit can be paid to your beneficiary after your death. Beginning with the first payment following your death, your beneficiary, if living, will receive 50% (or any other percentage you choose) of your adjusted monthly pension for his or her life. If you are married, your spouse is automatically your beneficiary unless he or she consents, in writing, to another beneficiary. That written statement must be notarized. If you are single, you can designate anyone you choose as your beneficiary. In either case, a court order may override your designation. 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 information).

If your beneficiary dies before payments begin and you have not designated another beneficiary, your benefit will be paid in the normal form (see NORMAL FORMS OF PAYMENT). You may change your beneficiary with your spouse's consent by contacting the **Ameren Benefits Center** at 877.7my.Ameren (877.769.2637) or by logging on to ***myAmeren Benefits Web*** at **www.myAmeren.com**. You may not change or designate a new beneficiary after your payments begin.

WITHDRAWALS OF EMPLOYEE CONTRIBUTIONS

If you participated in the Plan before April 1, 1979, the Plan contains **employee contributions** made by you and associated accrued interest which have not been withdrawn. You may not take a withdrawal of your **employee contributions** and accrued interest while you remain actively employed by the **Company** or an affiliated company. However, you can withdraw the balance of this amount if you have terminated your employment and have not yet begun to collect your pension benefit. If you are married, you must have your spouse's written and notarized consent to make a withdrawal. **If you elect to withdraw all or a portion of your employee contributions and accrued interest, the amount of your pension benefit will be reduced, so you should contact the Ameren Benefits Center regarding the effect of a withdrawal.**

In The Event Of Your Death Before Your Pension Begins

If you die prior to the date your pension becomes payable, your beneficiary may be eligible for a pre-retirement death benefit, as explained below.

Employee Contributions

If you were a **participant** in the Plan when **employee contributions** were required and you are employed by the **Company** or one of its affiliates on the date of your death, the beneficiary you have previously named will receive these contributions and interest remaining in the Plan in one lump sum payment after your death.

If you die after you begin receiving your pension payments, if you did not withdraw your **employee contributions** and accrued interest prior to your death and if your pension payments will not continue to your beneficiary after your death, your beneficiary will be paid any remaining amount in one lump sum. If your pension payments do continue after your death, upon the death of the beneficiary receiving the pension payments, any remaining amount of your **employee contributions** and accrued interest will be paid to the beneficiary you select. If you are married, your spouse is automatically your beneficiary unless he or she consents, in writing, to another beneficiary. That written statement must be notarized. If you are single, you can designate anyone you choose as your beneficiary. In either case, a court order may override your designation. If your beneficiary dies and you have not designated another beneficiary, your benefit will be paid to your surviving spouse, if any, otherwise to the executor or administrator of your estate or to your heirs at law.

During Employment

After Reaching Age 50

If you are age 50 or older, married to an **eligible surviving spouse** when you die and employed by the **Company** (or one of its affiliates) or receiving **Company** provided disability benefits when you die, your **eligible surviving spouse** will receive a benefit equal to 50% of the monthly amount you would have received had you retired on your date of death and elected a single life annuity. There are no further reductions made to this benefit for your age at death or for the refund of your **employee contributions**. However, if you are 50 or older and your spouse is more than 10 years younger than you, the surviving spouse annuity will be reduced by 0.5% (1/2 of one percent) for each year in excess of the ten year age difference.

Payment of this survivor annuity will begin on the first day of the month following the later of your death or the date you would have reached age 65; provided, however, your **eligible surviving spouse** may elect to begin receiving payments as of the first day of the month following your death but before the date you would have reached age 65. Payment will end with the death of your **eligible surviving spouse**.

Before Age 50

If you are under age 50, vested in the Plan, married to an **eligible surviving spouse** and employed by the **Company** (or one of its affiliates) or receiving **Company-** provided disability benefits when you die, your **eligible surviving spouse** will receive a monthly single life annuity. The benefit will be calculated so your **eligible surviving spouse** receives 50% of the benefit you would have received if you had terminated employment on the date of your death, then survived to age 55, elected a joint and survivor annuity for your **eligible surviving spouse** and then died on the day after your 55th birthday. No reduction is taken from this benefit for the refund of **employee contributions**. This benefit will reflect reduction by the applicable early retirement factor and actuarially equivalent reduction factors if the benefit commences before you would have reached age 55 (see EARLY RETIREMENT PENSION).

Payment of this survivor annuity will begin on the first day of the month following the later of your death or the date you would have reached age 65; provided, however, your **eligible surviving spouse** may elect to begin receiving payments as of the first day of any month following date you would have reached age 55 but before the date you would have reached age 65. Payment will end with the death of your **eligible surviving spouse**.

After Termination Of Employment

After Reaching Age 55

If you are married to an **eligible surviving spouse**, terminated employment with the **Company** after reaching age 55 and have not started to receive your benefits at the time of your death, your **eligible surviving spouse** will receive a single life annuity. The benefit will be equal to 50% of the amount that would have been payable to your **eligible surviving spouse** if you had elected to receive a joint and survivor annuity on the first day of the month before your death, reduced by any withdrawals of **employee contributions** and accrued interest you may have received. This benefit will reflect reduction by the applicable early retirement factor (see EARLY RETIREMENT PENSION).

Payment of this survivor annuity will begin on the first day of the month following the later of your death or the date you would have reached 65; provided, however, your **eligible surviving spouse** may elect to begin receiving payments as of the first day of any month following your death but before the date you would have reached age 65. Payment will end with the death of your **eligible surviving spouse**.

Before Age 55

If you are married to an **eligible surviving spouse**, vested in the Plan and you terminated your employment with the **Company** before age 55, and then die before receiving your benefits, your **eligible surviving spouse** will receive a monthly single life annuity.

If you die on or before your 55th birthday, the benefit will be equal to 50% of the amount you would have received if you had lived, retired at age 55 and elected a joint and survivor annuity for your **eligible surviving spouse** and then died the day after your 55th birthday, reduced by any withdrawals of **employee contributions** and accrued interest you may have received.

If you die after your 55th birthday, the benefit will be equal to 50% of what you would have received if you retired and started receiving a joint and survivor annuity on the day before your death, reduced by any withdrawals of **employee contributions** and accrued interest you may have received.

In either case, the benefit will reflect reduction by the applicable early retirement factor and actuarially equivalent reduction factors if the benefit commences before you would have reached age 55 (see EARLY RETIREMENT PENSION).

Payment of this survivor annuity will begin on the first day of the month following the later of your death or the date you would have reached 65; provided, however, your **eligible surviving spouse** may elect to begin receiving payments as of the first day of any month following the date you would have reached age 55 but before the date you would have reached age 65. Payment will end with the death of your **eligible surviving spouse**.

Cash Out

If you die before you begin to receive benefits and the present value of your benefit is $1,000 or less, your spouse or beneficiary will be paid the value of your account in a lump sum payment as soon as administratively possible. If your beneficiary dies and you have not designated another beneficiary, your benefit will be paid to your surviving spouse, if any, otherwise to the executor or administrator of your estate or to your heirs at law.

How To Receive Your Benefits

You or your beneficiary may claim benefits under the Plan by contacting the **Ameren Benefits Center** at 877.7my.Ameren (877.769.2637). You must also contact the **Ameren Benefits Center** to select an optional form of pension payment. You will be notified whether you or your beneficiary is entitled to any benefits, and, if so, the amount of the benefit. In order to receive your payment on the date your payments are scheduled to begin, you should contact the **Ameren Benefits Center** approximately 90 days before your scheduled payment date. The **Ameren Benefits Center** may need this amount of time to perform its administrative and legal procedures related to paying your benefit to you. You will begin to receive your payments on the first day of the month following the month in which all of the procedures related to paying your benefit have been completed. You must complete and return the appropriate paperwork to the **Ameren Benefits Center** to claim your benefit.

Tax Regulations

Taxes, Withholding And Direct Rollover Rules

When you receive a distribution from the Plan it generally will be subject to federal income tax. It may also be subject to state and local taxes.

The following special rules apply if you receive a lump sum payment:

You may elect to have all or any portion of your lump sum benefit directly rolled over to your IRA or another eligible qualified plan if your eligible rollover distributions are expected to total $200 or more during the **Plan year**. The amount of your direct rollover (i.e., a payment by the Plan directly to another eligible qualified plan) must total at least $500.

> **AN ELIGIBLE RETIREMENT PLAN**
>
> Eligible retirement plans include other tax-qualified plans, section 403(b) arrangements, and governmental Section 457(b) plans.

Generally, the taxable portion of any lump sum payment is subject to 20% automatic federal withholding tax. You may defer income tax and avoid the 20% withholding tax by directing the Plan to have all or a portion of the taxable part of this payment rolled over to an Individual Retirement Account (IRA) or another eligible retirement plan.

If you do not elect to directly roll over all or a portion of your taxable distribution, payment of the taxable portion that is not rolled over will be made directly to you and you cannot elect out of the 20% withholding rules with respect to that amount.

If you have any portion of your lump sum distribution paid directly to you, you have the right to elect to roll over all or any part of it to an IRA or another eligible retirement plan within 60 days after you receive the distribution. Although the 20% withholding would apply, when you file your income taxes you might qualify for a refund up to the amount withheld if you deposit the entire distribution (including an amount equal to the 20% withheld). That means you would need to substitute money from other sources for the 20% withheld.

These rollover and withholding rules apply to lump sum payments made to you, your surviving spouse and to spouses or former spouses who are alternate payees under qualified domestic relations orders (see QUALIFIED DOMESTIC RELATIONS ORDERS).

Certain types of distributions are not affected by these automatic rollover and withholding rules, such as annuity payments made either for your lifetime or for your lifetime and your beneficiary's lifetime.

The following special rules apply to monthly payments under the Plan:

Federal law requires that all other taxable payments you receive from the Plan be subject to federal income tax withholding unless you elect not to have withholding apply. Before annuity payments are made, you or your beneficiary will be given a form on which you must indicate whether or not you want federal income tax withheld from your monthly benefit payment. If you do not complete and return this form, taxes will be withheld from each payment. The amount to be withheld will be determined in accordance with tax laws that provide you will be treated as a married person with three dependents unless you file a withholding certificate claiming a different number of exemptions.

For More Tax Information

This information is intended only as a brief overview of some of the United States federal income tax considerations in effect as of January 1, 2008. These requirements are often complicated and may change from time to time. You should, therefore, consult a professional tax adviser who can help you make the most appropriate decisions based on your personal tax situation. Professional advice may help you avoid unexpected or unnecessary tax liability.

Important Terms You Should Know

To understand how the Plan works, you'll need to understand these important terms.

Base Earnings are Your regular hourly rate for the payroll period for which the benefit credit is being determined for the position you are normally assigned.

Benefit Credit is discussed in the HOW YOUR BENEFIT IS CALCULATED section of this summary.

Career Benefit Credit is discussed in the HOW YOUR BENEFIT IS CALCULATED section of this summary.

Company means AmerenIP and Ameren Corporation.

Early Retirement Age for this Plan is your 55th birthday.

Eligible Surviving Spouse is your spouse to whom you have been married throughout the 12-month period immediately prior to your death.

Eligibility Service is used to determine your right to participate in the Plan. You earn one year of **eligibility service** if, during your first 12 months of employment with the **Company**, you complete at least 1,000 hours of service. If you do not complete 1,000 hours of service in your first **employment year**, you will earn a year of **eligibility service** in any following **employment year** with the **Company** in which you complete 1,000 hours of service.

Employee Contributions are the monies you paid into the Plan before April 1, 1979.

Employment Year is the 12-consecutive month period starting with your most recent date of hire, and each anniversary thereafter.

ERISA is the Employee Retirement Income Security Act (**ERISA**) of 1974, as amended. This federal law gives rights to employees to protect their pension benefits and makes **Plan Administrators** responsible for using pension funds properly.

Normal Retirement Age for this Plan is your 65th birthday.

Participant is any person who has met the eligibility requirements and is participating in the Plan or who has terminated **Company** employment with a vested benefit under the Plan.

Plan Administrator is the Administrative Committee.

Plan Year is the 12-month period beginning January 1 and ending December 31.

Vesting Service is discussed in the VESTING SERVICE section of this summary.

Other Important Information

Claims And Appeals

The HOW TO RECEIVE YOUR BENEFITS section describes how to make a claim for benefits under the Plan.

Initial Claim

You are entitled as a claimant to receive written notice, within 90 days of filing your claim, as to whether your claim is to be allowed in whole or in part, or denied. This time limit may be extended for another 90 days in special cases. If special circumstances require more than 90 days for processing your application, you will be notified of that fact, in writing, within 90 days of filing. However, the total processing period cannot be longer than 180 days. Such a notice will:

- Explain what special circumstances make an extension necessary; and
- Indicate the date a final decision is expected to be made.

If your claim is denied, in whole or in part, the written notice of the Plan's decision will include:

- The reason for the denial;
- The Plan provision(s) on which it is based;
- Any additional information needed to make your application for benefits acceptable and the reason it is necessary; and
- The procedure for requesting a review and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of **ERISA** following an adverse decision on review.

Claims Review Procedure

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
P.O. Box 66149
St. Louis, Missouri 63166-6149

You must file a claim within one year of the earlier of when your benefits begin or you became aware or should have become aware that your position regarding your benefits under the Plan is different than reflected in the Plan's records.

Generally, the Administrative Committee will grant or deny your claim within 90 days from the date your claim is properly filed. The Administrative Committee may extend this review deadline by up to an additional 90 days in special circumstances. If an extension is necessary, you will receive, during the initial 90 days, written notice of the extension and the reasons for the extension.

If your claim for benefits is denied either in whole or in part, you or your beneficiary will receive a written notice. The notice 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 claim review procedure.

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.

Claims Review

No later than 60 days after receiving the denial you, your beneficiary or an authorized representative may submit to the Administrative Committee a written request for a 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.

The Administrative Committee will consider your request for review and within 60 days 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. The Administrative Committee may extend this review deadline by up to an additional 60 days in special circumstances. If an extension is necessary, you will receive, during the initial 60 days, written notice of the extension and the reasons for the extension.

You may not pursue legal action against the Plan before the Administrative Committee's review period (as extended) has expired nor after three years following your receipt of the decision of the Administrative Committee. Any action brought by you involving benefits of the Plan shall be filed and conducted exclusively in the federal courts of the Eastern District of Missouri.

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 or 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.

Legal Limitations

The Internal Revenue Code rules limit the total benefits payable under the **Company's** retirement and savings plans. For example, the annual benefit that may be paid under a defined benefit plan such as the Plan is limited to $215,000 for 2017 and may be raised annually by the Secretary of the Treasury in accordance with cost-of-living increases. In addition, the compensation that can be considered for benefit purposes is limited to $270,000 for 2017 and may be raised in future years. You will be notified if your benefits are affected by these rules.

No Rights To Continued Employment

The Plan is not an employment contract. Nothing in the Plan gives you a right to employment with the **Company** or affects the right of the **Company** or you to terminate your employment at any time.

Plan Financing

Currently, the Plan is financed entirely by the **Company's** contributions, which are put into a trust fund. Prior to April 1, 1979, the **Company** and **participants** contributed to the Plan. Each year, an actuary determines how much the **Company** must contribute to cover current and future Plan expenses.

As trustee, The Bank of New York - Mellon manages these funds for the **Company** to provide benefits to Plan **participants** and their beneficiaries. Contributions to this Plan are held in a separate trust fund and a trust agreement governs the management of these funds.

Payment Of Plan Expenses

Expenses incident to the administration of the Plan and Trust such as actuarial, legal, accounting, premiums to the Pension Benefit Guaranty Corporation (PBGC), trustee fees and other administrative costs may be paid from the Plan.

Future Of The Pension Plan

The **Company** expects to continue to make the Plan available to eligible employees on an ongoing basis; however, benefits under this Plan are at the **Company's** discretion. Subject to special statutory rules regarding qualified plan amendments, the Board of Directors of Ameren Corporation (Board) reserve the right, however, to modify, suspend, change or terminate the Plan at any time without prior notice. Further, the **Plan Administrator** (or the Chairman thereof) may make certain limited amendments, including any amendment necessary to maintain the Plan's qualified status or compliance with applicable law. Circumstances that might cause the amendment of the Plan include, but are not limited to, changes in laws mandating that the Plan be revised in certain respects, a determination that the Plan's provisions or some of them may no longer be suitable as a result of changes in the circumstances of the **Company** or of its employees or changes in financial circumstances such as significant increases in the costs of continuing the Plan or significant adverse changes in the **Company's** finances.

In the event the Plan is terminated, you do have certain guarantees. You would be fully vested in the benefits you earned up to the date of termination, to the extent that they are funded. The value of the trust and your interest in the Plan would then be distributed according to Plan provisions and the order of preference prescribed by **ERISA**. If any funds remained in the trust after all benefits have been provided for, these funds will be returned to the **Company**.

Pension Benefit Guaranty Corporation

Your pension benefits under this 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 the 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.

The PBGC guarantee 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 payments (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:

Pension Benefit Guaranty Corporation
Technical Assistance Division
1200 K Street, N.W. Suite 930
Washington, D.C. 20005-4026
(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.

General Plan Information

This section provides administrative information for the Plan. The **Plan Administrator** will help resolve any problem you might have regarding your rights to benefits. The official Plan documents and related information are available if you want to review these materials. If, for some reason, it becomes necessary to contact the U.S. Labor Management Services Administration of the U.S., Department of Labor, you will need to provide the information contained in this section to properly identify the Plan. The Plan is provided under the terms of a collective bargaining agreement(s). A copy of this agreement(s) may be obtained upon written request to the **Plan Administrator** and is available for examination by **participants** and beneficiaries.

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 Number	43-1723446
Plan Administrator	Administrative Committee Ameren Corporation 1901 Chouteau Avenue P. O. Bo 66149, Mail Code 533 St. Louis, MO 63166-6149 877.7my.Ameren (877.769.2637) The plan administrator has full discretion and authority to determine questions concerning the interpretation and administration of the plan, including, without limitation, all questions relating to eligibility for plan benefits. The plan administrator has discretionary authority to grant or deny benefits under this plan. The determinations of the plan administrator shall be conclusive and binding regarding all persons for all purposes.
Trustee	The **Plan Administrator** has the right to manage the assets of the Plan. The assets are held by a trust appointed by the **Plan Administrator** to receive **Company** contributions. The Trustee administers the assets of the trust fund for the benefit of the Plan **participants** and their beneficiaries. Plan assets and liabilities are evaluated periodically, and the **Company** makes contributions to the Plan based on actuarial calculations. These assets are invested by investment managers who are appointed by the **Plan Administrator** and are used to provide benefits exclusively for Plan members and their beneficiaries. You may contact the Plan Trustee by writing to the following address: 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.
Plan Documents	This summary describes only the highlights of the Plan and does not attempt to cover all its details. These are provided in the official Plan document and trust agreement, which legally govern the operation of the Plan. In the event of any conflict between the official documents and this summary, the Plan document and trust agreement will govern. The official Plan document and trust agreement, as well as the annual report of Plan operations as filed with the U.S. Department of Labor, are available for review through your Plan Administrator during normal working hours. Upon written request to your Plan Administrator, copies of any of these documents will be provided to you or your beneficiary. You may be charged a reasonable fee.
Obtaining Plan Forms	Plan forms can be obtained by calling the **Ameren Benefits Center** at 877.769.2637 or by logging on to ***myAmeren Benefits Web*** at **www.myAmeren.com**.

Your Rights Under ERISA

This section is included to satisfy the requirements of the U.S. Department of Labor for summary plan descriptions.

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 work sites 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 and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA).
- 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 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 must provide the statement free of charge.

In addition to creating rights for Plan **participants**, **ERISA** imposes duties on 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, your union, 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 or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge and to appeal any denial, all within certain time schedules. Under **ERISA**, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan 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 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 a 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 a 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**, or if you need assistance in obtaining documents from the **Plan Administrator**, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory. Or you can contact EBSA by writing to:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

You also may obtain certain publications about your rights under **ERISA** by calling the publications hotline of EBSA at 800.998.7542 or by visiting www.dol.gov/ebsa.