A Plan Designed to Provide
Security for Employees of

Ameren Retirement Plan

for

Employees represented by a collective bargaining agreement with

Ameren Illinois Company and IBEW Local Union 702E – Illini

Ameren Illinois Company and IBEW Local Union 702S – Shawnee

Ameren Illinois Company and IBEW Local Union 702W – Great Rivers

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 AmerenCIPS) and IBEW Local Unions 702E – Illini, 702S – Shawnee, or 702W – Great Rivers and were hired prior to October 15, 2012.

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.

AMEREN RETIREMENT PLAN
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Ameren Retirement Plan

Introduction

This Summary Plan Description describes the key features of the **Ameren Retirement Plan** (the "Plan") for Ameren employees hired on or before October 15, 2012 who are represented by a collective bargaining agreement with:

- Ameren Illinois Company (formerly AmerenCIPS) and IBEW Local Union 702E – Illini
- Ameren Illinois Company (formerly AmerenCIPS) and IBEW Local Union 702S – Shawnee
- Ameren Illinois Company (formerly AmerenCIPS) and IBEW Local Union 702W – Great Rivers

Please read it carefully, and share it with other members of your family.

The 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 benefit under this 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 retirement.

To help meet the different career and retirement goals of Ameren employees, the Plan gives you the option to receive a normal retirement benefit at age 65, an early retirement benefit as early as age 55, or a late retirement benefit.

Definitions

It is important that you understand the following terms as they apply to your **Ameren Retirement 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 (formerly AmerenUE)
-Ameren Services Company
-Ameren Illinois Company (formerly AmerenCIPS)

Final Average Pay means an average of your highest 48 consecutive calendar months of base pay paid by the Company during the last 120 consecutive months prior to your termination date. If you have fewer than 48 months of uninterrupted service, your final average pay equals your average pay for your entire period of service.

Pay means your base pay, including your before-tax contributions to any Company-sponsored benefit plans, such as the 401(k) Savings Plan or a Flexible Spending Account. Pay does not include overtime, bonuses or any other special payment made by the Company, or for any year, amounts in excess of the annual compensation limit established by the Internal Revenue Service.

Plan Administrator means the Administrative Committee.

Plan Sponsor means Ameren Corporation.

Eligibility

You are eligible to participate in the **Ameren Retirement Plan** if you are a full-time employee represented by a collective bargaining agreement between Ameren Illinois Company (formerly AmerenCIPS) and IBEW Local Unions 702E – Illini, 702S – Shawnee, or 702W – Great Rivers, hired prior to October 15, 2012. (For employees newly-hired on or after October 15, 2012, please refer to the Ameren Retirement Plan - Union Cash Balance Supplement).

If you are a full-time employee represented by a collective bargaining agreement between Ameren Illinois Company (formerly AmerenCIPS) and IBEW Local Unions 702E – Illini, 702S – Shawnee or 702W – Great Rivers, hired before October 15, 2012, your participation began automatically on the first day of the calendar month on or after your first day of work.

If you are a part time or temporary employee, hired before October 15, 2012, you were eligible for the Plan on the first day of the month on or after the date you reached age 21 and completed a consecutive 12 month period of not less than 1,000 hours of employment.

IBEW participants were required to contribute to the Plan until July 1, 1979. The Plan maintains a record of your contributions and interest earnings. The interest rate is specified by the Plan and fluctuates from year to year as required by law. Your accumulated contributions can affect the amount of your Plan benefit.

If you were an IBEW participant of the Plan on June 30, 1999, and were actively employed on that date, you automatically became a participant in this Plan as of July 1, 1999.

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.

Service

Vesting Service

Vesting service determines whether you are entitled to a benefit if you leave the Company. You will become vested in the Plan upon completion of five years of vesting service. Once you are fully vested, you are entitled to your benefit and can take it at age 65 or as early as age 55 subject to the early retirement reduction. If you leave prior to completing five years of vesting service, you will not be eligible to receive a benefit under the Plan (see BREAK IN SERVICE rules below).

You earn vesting service as follows:

- For periods prior to January 1, 1976, vesting service was awarded according to the terms of the Plan as then in effect.
- From January 1, 1976, through December 31, 1994, you earned one year of vesting service for each calendar year in which you had 1000 or more hours of employment.
- From January 1, 1995, through December 31, 1998, you earned vesting service for all periods of employment with the Company.
- Starting January 1, 1999, you earn one year of vesting service for every 365 days of service in your service period. Your service period starts on your first day of employment and ends on the day you terminate employment.

Credited Service

Your credited service is used to determine your benefit amount. You earn credited service from your date of participation to date of termination, except that certain rules apply for breaks and leaves of absence. Credited service is measured in months.

Break in Service

A break in service occurs when you complete less than 501 hours of employment in a calendar year. However, service is not broken by holidays, vacation days, or certain leaves of absence or layoff.

If you do have a break in service and then return to work for the Company, you will be given credit for all your vesting service and credited service accrued prior to the break if:

- You had a break-in-service period before January 1, 1985, and you were rehired within a period of time less than the number of years you had before the break (different rules may apply if your break-in-service period included 1984 and you returned to work in 1985 or later years), or
- You had a break-in-service period which began after 1984 and you were rehired before you had five consecutive years of break-in-service, or
- You were entitled to a deferred vested benefit.

Otherwise, you will be considered a new employee for purposes of the Plan and your prior vesting service and credited service will not be restored under the Plan.

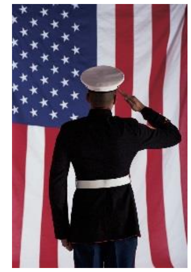
To determine whether you have a break in service for an absence starting on or after January 1, 1985, you will be credited with eight hours of employment for each day you are away from work due to a leave of absence for:

- Your pregnancy,
- Child birth,
- Adoption of a child by you, or
- Caring for your child for a period following birth or adoption,

If you normally work less than eight hours per day, you will be credited with the number of hours you regularly work. Not more than 501 hours will be credited for any one absence.

These hours of employment will be credited to you to determine whether you have a break in service in the year in which your leave of absence begins if needed to prevent you from having a break in service in such year. Otherwise, they will be credited to you in the next year.

Military 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.

Family and Medical Leave

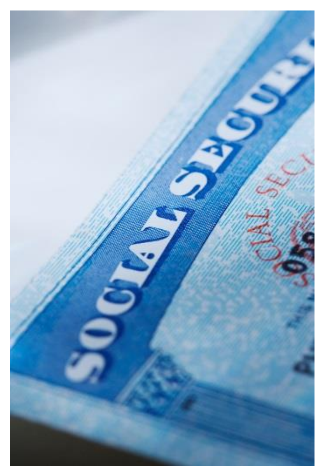
The Plan recognizes periods of Family and Medical Leave as required by federal law.

Certain Acquisitions

If you became an employee of the Company when it acquired Commonwealth Edison's Albion properties as of January 1, 1974, or when it acquired Gas Utilities Company as of September 30, 1982, certain special rules regarding your service and credited service for periods before the acquisition and regarding your benefits may apply.

How The Plan Takes Your Social Security Benefit Into Account

Your Social Security benefit is funded by regular payroll taxes. You pay half the required amount and the Company pays the other half. This means the Company helps to fund two separate benefits for your retirement - the benefits provided under the Plan and your Social Security benefit. For that reason, this Plan takes a portion of your primary Social Security benefit into account in determining your benefit.



It's important to note that the Plan does not take anything away from the Social Security benefit you may be entitled to receive at retirement. If your Social Security benefit increases after you retire, your Plan benefit will not decrease. You'll always get your original Plan benefit, plus any increase in Social Security.

Your primary Social Security benefit is defined as follows:

- If you are taking normal or late retirement: Your primary Social Security benefit is the benefit you are eligible to receive beginning at age 65 under the law in effect on your 65th birthday. This amount does not include any Social Security benefits your dependents may be eligible to receive.
- If you retire at or after age 62 (but before age 65): Your primary Social Security benefit will be the one you are entitled to receive at the time you retire.

- If you retire at or after age 55 (but before age 62): Your primary Social Security benefit will be an estimate of the amount you would be entitled to receive at age 62, based on the law in effect at the time you retire.
- If you terminate employment and you are entitled to a deferred vested benefit, your primary Social Security benefit will be an estimate of the one you would be entitled to receive at age 65, based on the law in effect at the time you terminate.

In each of these situations, your Primary Social Security benefit will be determined assuming you have no earnings after you terminate. The fact that you may later receive an amount of Social Security benefit that differs from the amount used to determine your Plan benefit is not considered in determining your Plan benefits. This rule applies regardless of the reason for the difference between your actual Social Security benefit and the amount used to determine your Plan benefit.

In calculating your Plan benefit, the primary Social Security benefit used in the Plan's benefit formula will be determined based on your estimated salary history. However, if you provide the Company with your actual Social Security earnings, you have the right to have your primary Social Security benefit calculated based on your actual salary history to age 65, or earlier termination. You may obtain your actual salary history from the Social Security Administration.

If you choose to have your Plan benefit calculated based on your actual Social Security earnings, you must furnish the Company satisfactory documentation from the Social Security Administration within six months after the later of:

a. the date you terminate employment, or
b. the date you receive notice from the Company of your Plan benefit determined on the basis of your estimated compensation.

NOTE: If you furnish your actual earnings history, your benefit will be recomputed. The new amount will be your Plan benefit whether it is a larger or smaller amount than the previously determined amount using estimated earnings.

Basic Information about Your Social Security Benefit

Currently, you can collect full Social Security benefits when you turn age 65 if you were born before 1938. If you were born in 1938 or later, the age for receiving full benefits gradually increases to age 67 for people born after 1961. You can begin receiving reduced Social Security benefits any time after you reach age 62, regardless of your year of birth.

If you work beyond your Social Security retirement age and keep paying Social Security taxes, your benefits will increase.

Your eligible spouse can also receive 50% of your Social Security benefit, or the amount of Social Security benefit he or she earned while working, whichever is greater.

You can check your earnings and estimated benefits by reviewing the annual statement of earnings provided by the Social Security Administration. Alternatively, you may contact the Social Security Administration by calling 800.772.1213 or by visiting their web site at www.SocialSecurity.gov

How Your Plan Benefit Is Calculated

Key Terms

You should refer to the DEFINITIONS section for a description of 'Final Average Pay' and 'Pay'. In addition, you will need to understand the following terms as they apply to your benefit calculation:

Participant Accumulation is the amount of your unwithdrawn past contributions to the Plan, including interest determined in accordance with the Plan, up to the date of your termination. If you were working for the Company as of July 1, 2000, you had the option to receive a lump-sum distribution of your past contributions and accumulated interest as of October 1, 2000 and subsequently as of June 1, 2001. If you elected to leave your accumulated contributions in the Plan, they will be distributed with your Plan benefit as described below.

Benefit Enhancement is the monthly amount of retirement income payable to a Participant who terminates his employment on or after July 1, 2003 will be increased by five dollars for each full year of Credited Service. In the case of a Participant who terminates employment prior to his Early Retirement Date, such increase shall be subject to the early retirement reduction factors described in the EARLY RETIREMENT section and the appropriate survivor benefit option factors described in the FORMS OF PAYMENT section. In the case of a Participant who terminates employment on or after his Early Retirement Date, such reduction factors shall not apply to the increased benefit amount.

Normal Retirement

Your normal retirement date is generally your 65th birthday. If you retire on that date, your monthly retirement plan benefit will be determined as follows:

1.5% of final average pay X years of credited service (up to 45 years)	+	Your participant accumulation X .5833%	+	Full Years Accredited Service X $5.00	-	1.25% of your Primary Social Security benefit X your years of credited service (up to 45 years)

Example – Normal Retirement

The following example shows how the monthly Plan benefit is calculated at normal retirement, age 65.

Assume an employee retires at age 65 with 40 years of credited service, final average pay of $4,000 per month, monthly Primary Social Security of $1,400 per month and a Participant accumulation (including accrued interest) of $3,000.

The total monthly retirement income (including the Primary Social Security benefit) would be figured like this:

Benefit Formula	Amount
1.5% x $4,000 x 40 years =	$2,400.00
$3,000 x .5833% =	+ 17.50
$5.00 x 40 years =	+ 200.00 $2,617.50
1.25% x $1,400 x 40 years =	- 700.00
Monthly Plan Benefit	$1,917.50
Primary Social Security benefit	+ 1,400.00
Total monthly retirement income	**$3,317.50**

Early Retirement

If you retire between age 62 and 65, your benefit will be determined in the same way as a normal retirement benefit.

Your final average pay, years of credited service, benefit enhancement, and participant accumulation, if applicable, will be calculated as of the date you retire.

Your Primary Social Security benefit will be the amount you are eligible to receive when you retire, including recognition of certain reductions applied under the Social Security law when benefits commence early.

If you retire before age 62, there are two important changes made in the way your benefit is determined:

- Early retirement reduction factors will be applied to the first portion of the benefit calculation (1.5% x final average pay x credited service) to recognize that your benefit will be paid over a longer period of time. The reduction factor is 0.25% for each month that you retire before age 62. This does not apply to the $5.00 benefit enhancement.

- Your Primary Social Security benefit will not be payable until age 62, therefore, the adjustment in your Plan benefit for Social Security will not be made until you reach age 62.

Example – Early Retirement

The following example shows how the monthly Plan benefit is calculated for an employee who elects early retirement.

Assume an employee retires at age 58 with 33 years of credited service, final average pay of $4,000 per month, monthly Primary Social Security (payable at age 62) of $1,061.62 per month and a Participant accumulation (including accrued interest) of $3,000.

The total monthly retirement income (including the Primary Social Security benefit) would be figured like this:

Benefit Formula	Before Age 62	Age 62 and After
1.5% x $4,000 x 33 Years =	$1,980.00	$1,980.00
Reduction factor: 48 months x 0.25% =	12.0%	12.0%
Adjusted reduction factor (100% - 12.0% = 88% x $1,980) =	$1,742.40	$1,742.40
$3,000 x .5833%	+ 17.50 $1,759.90	+ 17.50 $1,759.90
1.25% x $1,061 x 33 years =	N/A	- 437.66
$5.00 x 33 Years =	$165.00 $1,924.90	$165.00 $1,487.24
Monthly Plan Benefit	$1,924.90	$1,487.24
Primary Social Security	N/A	+ 1,061.00
Total Monthly Retirement	**$1,924.90**	**$2,548.24**

Because Social Security benefits are not available before age 62, the adjustment in the Plan benefit to reflect Social Security is not made until you reach age 62. This means that your total Plan benefit until age 62 is $1,924.90 per month. When you reach age 62, the Plan benefit is adjusted for Social Security and becomes $1,487.24 per month.

Late Retirement

If you continue to work past your normal retirement date, your benefit will be determined in the same way as a normal retirement benefit but with these differences:

- Your final average pay, years of credited service (to a maximum of 45 years) and participant accumulation will be determined as of the date you actually retire. Your Primary Social

Security benefit is based on the amount you would have been eligible to receive had you elected to retire at age 65.

- The Plan requires that you start receiving a Plan benefit no later than January 1 following the calendar year in which you reach age 70½ even if you are actively working.
- If you have terminated employment, you must begin receiving your distribution by April 1 of the year following the year in which you reach age 70½.

Payment Methods

The Plan provides for different forms of benefit payments. The normal form that applies to you depends on whether you are married or single on the date your payment commences, and also on whether your benefit is a normal or early retirement benefit.

Forms of Payment

You must be at least age 55 when your benefits begin and you may choose any of the following payment methods within 90 days of your retirement date. You can change your form of payment any time before payments begin by contacting the **Ameren Benefits Center** at 877.7my.Ameren (877.769.2637). Once your payments begin, you cannot change your payment method.

If You Are Single

Monthly payments will be paid to you for the rest of your life. When you die, payment ends. This is the normal form of payment.

You may elect to receive a reduced retirement income during your life and designate a non-spouse Survivor Beneficiary, if living, to receive, following your death, 50% of the amount you were receiving from the Plan, for the remainder of his or her life. Your monthly benefit is reduced slightly to provide for the continuing benefit to your surviving non-spouse beneficiary. The reduction is determined by the age differences between you and your non-spouse 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). (See APPENDIX A – JOINT AND SURVIVOR OPTION FACTORS for these reduction factors).

If You Are Married

Monthly payments will be paid to you for the rest of your life. You have the option to elect a 75%, or 100% Joint and Survivor Annuity in addition to the automatic 50% Joint and Survivor Annuity.

Under the automatic 50% Joint and Survivor Annuity, if you die before your spouse, he or she will receive a Plan benefit of 50% of your monthly amount after this amount has been adjusted (increased or decreased) by 1% for each full year that your spouse is older or younger than you. You must have been married to your spouse for at least one year as of the date of your death and married to this spouse at the time your payment commenced.

Under the 75% Joint and Survivor Annuity option, your surviving spouse will receive a benefit equal to 75% of the amount you received during your lifetime. Your monthly benefit is reduced slightly to provide for the continuing benefit to your surviving spouse. The reduction is determined by the age differences between you and your spouse. See APPENDIX A – JOINT AND SURVIVOR OPTION FACTORS for these reduction factors.

Under the 100% Joint and Survivor Annuity, your surviving spouse will receive a benefit equal to 100% of the amount you received during your lifetime. Your monthly benefit is reduced slightly to provide for the continuing benefit to your surviving spouse. The reduction is determined by the age differences between you and your spouse. See APPENDIX A – JOINT AND SURVIVOR OPTION FACTORS for these reduction factors.

You may elect to receive a reduced retirement income during your life and designate a non-spouse Survivor Beneficiary, if living, to receive following your death, 50%, 75% or 100% of the amount you were receiving from the Plan, for the remainder of his or her life. Spousal consent is required if you elect this option and your benefit is reduced based on the age difference between you and your designated non-spouse beneficiary. 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). (See APPENDIX A – JOINT AND SURVIVOR OPTION FACTORS for these reduction factors.)

Guaranteed Return of Your Contributions

The total cumulative benefits paid must always be at least equal to the amount of your contributions plus accrued interest determined in accordance with Plan provisions.

If your regular benefits stop at any time (including survivor benefits), and the total amount paid is less than your contributions, including interest, then your designated beneficiary will receive a payment equal to the difference. You may designate your beneficiary for this benefit or change your designation at any time by notifying the **Ameren Benefits Center** at 877.7my.Ameren (877.769.2637).

If You Terminate Employment Before Retirement

This section applies if you stop working for the Company before becoming eligible for normal or early retirement.

If you have at least five years of vesting service when you leave, you can still receive a Plan benefit at early or normal retirement age. This benefit is called a deferred vested benefit – deferred because it is usually payable at age 65, and vested because you are entitled to receive a benefit under the Plan.

If you are vested when you leave the Company, you'll receive a statement from the **Ameren Benefits Center** with the amount of your deferred vested benefit, and instructions on how to apply for it.

To make sure you receive this statement and other important Plan information, be certain to keep the Company informed of your current address.

Benefit Amount

Your deferred vested benefit will be calculated using the benefit formula under which you participate in the Plan, and using your final average pay, credited service, primary Social Security benefit and participant accumulation (if applicable) determined at the time you leave the Company.

The resulting benefit would normally be payable to you beginning at age 65 and continuing for the rest of your life.

If you wish, your deferred vested benefit payments can begin before you reach age 65. With at least 90 days advance notice, payments may commence as early as the first day of the month on or after you reach age 55. If payments start early, however, they are reduced for each month they begin before age 65. The reduction factor is 0.5% for each month between the first payment date and age 65.

If you are not married when your deferred vested payments begin, you will receive your benefit each month for as long as you live. No survivor benefit will be paid after your death.

If you are married when your benefits begin, you can elect, with spousal consent within 90 days before your benefits begin, to receive your full benefit under the lifetime only form of payment. If you do not elect this form, you will automatically be paid in the form of a Joint and Survivor benefit. Under this form, you will receive a reduced benefit for your lifetime. After your death, 50% of the amount you were receiving will be paid to the spouse to whom you were legally married on the date your benefit payment commenced if you were married to this spouse for at least a one year period ending on or before your death (whether or not you are married to this spouse at the time of your death). You can also choose to have a higher percentage of your benefit continued to your spouse, up to 100%, and the benefit to which you are entitled will be reduced accordingly (see APPENDIX B – JOINT AND SURVIVOR OPTION FACTORS FOR VESTED TERMINATED EMPLOYEES).

Employee Contributions

You may elect to receive a lump-sum payment (or an actuarially equivalent annuity) in the amount of your contributions to the Plan, including interest determined in accordance with the Plan. You may make this election at any time before your Plan benefits start.

If you receive your contributions and interest, your deferred vested benefit from the Plan will be reduced as provided in the Plan to recognize the value of the withdrawn amount. You can receive lump-sum contributions at any time upon receipt of approval of the **Ameren Benefits Center**.

If you are married when you withdraw your contributions, your election to receive a lump-sum payment will not be effective unless your spouse consents in writing (with notarized signature) to such payment.

Deferred Vested Surviving Spouse's Benefit

If you terminate employment and are entitled to a deferred vested benefit and die before you begin receiving payments, your surviving spouse may be entitled to a lifetime surviving spouse benefit if you were married to your spouse for at least one year on the date of your death.

This deferred vested surviving spouse's benefit will begin to be paid as of the first day of the month on or after the date you would have attained age 65 had you survived. Your surviving spouse may, however, request earlier payment as of the first day of any month following your death that is on or after the date you would have attained age 55 had you survived.

The amount of the pre-retirement surviving spouse's benefit will be 50% of the amount of monthly benefit you would have received if your retirement benefit had begun to be paid to you under the 50% Joint and Survivor Option on the date the pre-retirement surviving spouse's benefit payments begin and such benefit was paid in the Joint and Survivor Annuity form.

If You Leave Before You Are Vested

If you leave the Company before you have five years of vesting service and before you become eligible for a retirement benefit, you will be entitled to receive the full amount of your contributions to the Plan (if any), plus interest determined in accordance with Plan provisions.

If the amount of your contributions and interest is less than $1,000, it will be paid as a lump sum no later than 60 days after the end of the year in which you leave the Company.

If the amount of your contributions including interest exceeds $1,000, you cannot receive a lump-sum payment unless you and your spouse (if you are married) consent in writing to receive the distribution. Your spouse's consent must be in writing and must be witnessed by a notary.

If either you or your spouse, do not consent to the lump-sum payment of your contributions, they will be held in the Plan until your normal retirement date. At that time, they will be paid to you in the form of an actuarially equivalent single-life benefit or, if you are married, in the form of a qualified joint and survivor benefit.

If you are married, you may elect to receive the annuity payments attributable to your contributions in the form of a single-life annuity at a date earlier than age 65 as long as your spouse consents to your election. Your spouse's consent must be in writing and must be witnessed by a notary.

Taxes on Plan Payments

When you receive payments from the Plan, the amount you receive generally will be treated as taxable income in the year you receive it.

However, the amount of your tax will depend on how and when you receive payment and the tax laws in effect at the time. Under current law:

- Distributions of your own contributions are taxed at ordinary income tax rates. All such distributions are subject to mandatory 20% withholding for federal income taxes. In addition, if you terminate employment before age 55 and take a lump-sum distribution of your contributions, you will also pay a 10% penalty tax on the amount of your distribution. You may wish to consult with a tax advisor before taking a lump-sum distribution.
- The portion of the monthly annuity payment that is attributable to your own contributions is not subject to income taxes. The balance of your annuity payment is taxed at ordinary income tax rates.

This summary of tax rules that may apply to distributions from the Plan is based on the Company's understanding of current law. You should consult a tax advisor for specific tax advice.

Rollovers

Annuity payments and lump sum distributions of your own contributions to the Plan are not eligible for rollover treatment.

However, you can roll over the interest attributable to your contributions. Details will be provided when you terminate employment or upon request. Contact the **Ameren Benefits Center** at 877.7my.Ameren (877.769.2637) for more information.

If you return to work after receiving a lump-sum distribution of your contributions, your Plan benefit will be actuarially reduced to reflect the amount distributed.

Return of Your Contributions In the Event of your Death

If you die before you are eligible to commence your benefit, your designated beneficiary is entitled to a death benefit equal to your unwithdrawn contributions to the Plan, including interest determined in accordance with the Plan.

Upon your death, your surviving spouse may receive a pre-retirement or deferred vested surviving spouse's benefit, as explained on page 15. If the amount paid to your surviving spouse is less than your unwithdrawn contributions, including interest, your designated beneficiary will receive the difference when your surviving spouse dies.

If you die while employed by the Company but before you are eligible to retire and before you have five years of service, your contributions – including interest – will be paid to your surviving spouse within 60 days after the end of the year in which you die. If you are not married, contributions will be paid to your designated beneficiary.

If your contributions, including interest, exceed $1,000, your surviving spouse must consent to such payment. Otherwise, your contributions will be held in the Plan until the date you would have reached age 65. At that time, they will be paid in the form of a life annuity benefit. Your spouse may request earlier payment.

Reemployment

If you leave Ameren after you become a Plan participant and then return to the Company as a full time regular employee, you will resume your Plan participation on the first day you return to work.

- If you were vested when you left, your prior vesting service and credited service will automatically count toward your Plan benefit. See the BREAK IN SERVICE rules under SERVICE for more information.
- If you were not vested when you left, your prior vesting service and credited service may count toward your Plan benefit -- depending on the length of time you were away from the Company. See the BREAK IN SERVICE rules under SERVICE for more information.

Benefits 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 Plan. You will receive vesting service and credited service for the entire period of disability if you are receiving benefits from the Ameren Long Term Disability Plan. Your final average pay will be based on the assumption that you continued to receive during your disability the pay you were earning at the time your disability payments commenced. If you were required to make contributions under the Plan, you will not be required to contribute during the time you are disabled.

Benefits If You Die Before Retirement

Your surviving spouse may be entitled to a pre-retirement surviving spouse's benefit if you are vested in the Plan and legally married to your spouse for at least one year on the date of your death.

Your spouse may begin receiving this benefit the first day of the month on or after the date you would have attained age 65 had you survived (or as of the first day of the month after your date of death if you are age 65 or older at death). Your surviving spouse may, however, request earlier payment beginning as of the first day of any month following your death that is on or after the date you would have attained age 55 had you survived.

The amount of the pre-retirement surviving spouse's benefit will be based on the amount of monthly benefit you would have received if your retirement benefit had commenced immediately prior to your death and then you died the next day. This amount is then adjusted by 1% (increased or decreased) for each full year of age

NAMING A BENEFICIARY

You must complete a beneficiary designation form (if you have employee contributions in the Plan) to indicate who will receive payment of your benefit if you die.

If you are married, federal law requires that your spouse automatically be named as your beneficiary unless your spouse consents to your designation of another beneficiary.

To name another beneficiary, your spouse must complete the spousal consent on your beneficiary form and have his or her signature difference between you and your spouse. Your surviving spouse will receive 50% of this adjusted amount for the remainder of his or her life.

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
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 Order (QDRO)

The **Ameren 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.

In addition, if you (or your provisional payee) are unable to care for your own affairs, any payments due may be paid to someone who is authorized to conduct your affairs. This may be a relative or a court-appointed guardian.

Additional Information

Assignment of Benefits

Except as required by law or applicable court order (for example, in the case of a Qualified Domestic Relations Order, described above), your Plan benefits may not be pledged, assigned or garnished in payment of any debts.

Benefit Limitations

This Plan is governed by federal rules that limit the maximum amount of pension benefit that may be paid either as an annuity or as a lump sum. Limits typically increase from year to year based on inflation.

When Benefits Are Not Paid

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

- If you leave Ameren before becoming vested, you are not eligible for a benefit from the Plan except for return of your own contributions, if any.
- If you choose the life annuity or a lump sum payment of your own contributions, no benefits are payable to anyone after your death for those contributions, provided you have already commenced payment.

Top-Heavy Provisions

The Internal Revenue Service imposes top-heavy rules on tax-qualified benefit plans such as this one to ensure that all employees share in the Plan's benefits. A Plan is considered top-heavy if too large a percentage of the Plan's benefits go to certain highly-paid employees or major stockholders.

The Ameren Retirement Income 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.

Small Benefits

If the monthly value of your retirement benefit from the Plan is less than $20, the benefit may be paid fewer times a year in installments of not less than $20.

Employment Rights

Participation in the Plan does not imply a contract of employment between you and Ameren.

IRS Approval

The Plan is subject to the continuing approval of the IRS and it may be necessary to make amendments from time to time to accommodate changes in IRS regulations.

Right to Amend or Terminate the Plan

It is the Company's intent that this Plan continue indefinitely. However, the Company reserves the right to amend, modify, suspend or terminate the Plan, in whole or in part, by action of the Administrative Committee of the Company's Board of Directors.

Any such action would be taken in writing and maintained with the records of the Plan. Plan amendment, modification, suspension or termination may be made for any reason, and at any time.

If the Plan is terminated, you will become fully vested in the benefits you have accrued to that point (to the extent they are funded).

ERISA Information

Your Rights Under ERISA

As a participant in the **Ameren Retirement Plan**, you are entitled to certain rights and protection 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, all Plan documents, including insurance contracts and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
- Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. 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 benefit on termination of employment and if so, what your benefit would be if you stop working right now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once a year. 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 the 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 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 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 the 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, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue NW, Washington, D.C., 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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.

General Plan Information

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 1901 Chouteau Avenue P. O. Bo 66149, Mail Code 533 St. Louis, MO 63166-6149 877.7my.Ameren (877.769.2637) The Plan Administrator maintains Plan records and is responsible for its overall administration. The Plan Administrator will also answer any questions you may have about the Plan.

Contribution Methodology	Company contributions are actuarially determined.
Trustee	Company and employee contributions, if any, are deposited to a trust fund maintained with Mellon Global Securities Service. Certain assets of the Plan are also held under a contract with the Equitable Life Insurance Society of the United States. Following are the addresses for each: Mellon Global Securities Service 135 Santilli Highway, 026-0037 Everett, MA 02149 The Equitable Life Assurance Society of the United States 1285 Avenue of the Americas New York, NY
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.
Collective Bargaining Agreement	The Plan is maintained under a collective bargaining agreement. You or your beneficiary may obtain a copy of the agreement for examination upon written request to the Plan Administrator.

Appendix A – Joint and Survivor Option Factors

	Survivor Benefit Option Factor					
Percent continued to Survivor Beneficiary	**50% Non-Spousal Joint & Survivor**		**75% Spousal Joint & Survivor**		**100% Spousal Joint & Survivor**	
Number of full years Survivor Beneficiary is Younger or Older than Employee	**Younger**	**Older**	**Younger**	**Older**	**Younger**	**Older**
0	0.938	0.938	0.910	0.910	0.883	0.883
1	0.935	0.941	0.906	0.914	0.878	0.888
2	0.932	0.944	0.901	0.918	0.873	0.894
3	0.929	0.947	0.897	0.922	0.868	0.899
4	0.926	0.950	0.893	0.926	0.863	0.904
5	0.924	0.952	0.890	0.930	0.858	0.909
6	0.921	0.955	0.886	0.934	0.853	0.914
7	0.918	0.958	0.882	0.938	0.849	0.919
8	0.915	0.961	0.878	0.942	0.844	0.924
9	0.913	0.963	0.875	0.946	0.840	0.929
10	0.910	0.966	0.871	0.949	0.835	0.934
11	0.908	0.968	0.868	0.953	0.831	0.938
12	0.906	0.970	0.865	0.956	0.827	0.942
13	0.903	0.972	0.862	0.959	0.824	0.946
14	0.901	0.975	0.859	0.962	0.820	0.950
15	0.899	0.977	0.856	0.965	0.816	0.954
16	0.897	0.978	0.853	0.968	0.813	0.958
17	0.895	0.980	0.850	0.971	0.810	0.961
18	0.893	0.982	0.847	0.973	0.806	0.964
19	0.891	0.983	0.845	0.975	0.803	0.967
20	0.889	0.985	0.843	0.978	0.801	0.970
21	0.888	0.986	0.840	0.979	0.798	0.973
22	0.886	0.987	0.838	0.981	0.795	0.975
23	0.884	0.989	0.836	0.983	0.793	0.977
24	0.883	0.990	0.834	0.984	0.791	0.979
25	0.882	0.991	0.832	0.986	0.788	0.981

Appropriate factors consistent with the above table will be used for any age differences not shown.

Appendix B – Joint and Survivor Option Factors for Vested Terminated Employees

Your Plan benefit is calculated in the form of a single life annuity, which is a series of monthly payments over your lifetime.

The following factors are applied to determine the actuarial equivalent qualified Joint and Survivor benefit.

Eligible Spouse's Lifetime Survivor Benefit as Percent of Participant's Reduced Retirement Benefit	Factor
50% Survivor Benefit Option	.90 plus .005 for each full year that the Eligible Spouse is older than the Participant and minus .005 for each full year that the Eligible Spouse is younger than the Participant.
75% Survivor Benefit Option	.86 plus .006 for each full year that the Eligible Spouse is older than the Participant and minus .006 for each full year that the Eligible Spouse is younger than the Participant.
100% Survivor Benefit Option	.82 plus .008 for each full year that the Eligible Spouse is older than the Participant and minus .008 for each full year that the Eligible Spouse is younger than the Participant.

For survivorship benefits not shown in this table, the factor shall be determined by interpolation. In no event shall the resulting factor exceed 1.00.