

**A Plan Designed to Provide
Security for Employees of**



**Ameren Retirement Plan –
Union Cash Balance Supplement**

Benefits for Certain Contract Employees

Amended and Restated January 1, 2013

The following is a Summary Plan Description for the **Ameren Retirement Plan – Union Cash Balance Supplement - Benefits for Certain Contract Employees**, otherwise known as the "Union Cash Balance Plan."

This Summary Plan Description (SPD) describes benefits applicable to contract employees of Ameren Missouri Company, Callaway Energy Center, Unit 1 – UGSOA Local 11; employees hired into one of the following contract groups on or after October 15, 2012: AIC (formerly AmerenIP) 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; AIC (formerly AmerenCILCO) IBEW Local 51; or AIC (formerly AmerenCIPS) IBEW Local 702-Illini, IBEW Local 702-Great River, IBEW Local 702-Shawnee, IBEW Local 309 and IBEW Local 649; employees hired into one of the following contract groups on or after July 1, 2013: Ameren Missouri Company, IBEW Local 702-UE-Physical and Clerical, IBEW Local 2, IBEW Locals 1439 and 1439 South, IBEW Locals 1455 and 1455 Regional West, and IUOE Local 148-UE; and former employees of AmerenEnergy Resources Generating Company – IBEW Local 51, AmerenEnergy Generating Company – IBEW Local 702 and 702 Clerical, AmerenEnergy Generating Company – IUOE Local 148 and 148 Clerical.

Although every effort has been made to provide accurate information in this SPD, the possibility of error always exists. The estimates of benefit values in this summary do not represent a guarantee of the benefits reported.

This SPD does not constitute a contract of employment nor is it intended to be a complete description of the **Ameren Retirement Plan – Union Cash Balance Supplement**. If there are any discrepancies between the information in this SPD and the legal Plan document, the legal Plan document will govern. The Company reserves the right to change, amend, modify or terminate the Plan described in this SPD at any time, at its sole discretion, but subject to any collective bargaining obligations.

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AMEREN RETIREMENT PLAN

Introduction

This Summary Plan Description describes the key features of the **Ameren Retirement Plan** – Union Cash Balance Supplement - Benefits for Certain Contract Employees, (referred to hereafter as the "Union Cash Balance Plan" or "Plan"). Please read it carefully, and share it with other members of your family.

Your Union Cash Balance Plan provides a solid foundation of retirement income for you. The benefit you receive will vary with your age and the length of time you work for the Company.

Your *total retirement benefits program* includes your Union Cash Balance 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.

With the Union Cash Balance Plan, a specific amount is credited to an account for you each year, and your account earns interest — similar to a savings plan, but you make no contributions of your own to the Plan.

Your Union Cash Balance Account Features and Advantages

- **It's Easy to Understand:** The Plan allows you to watch your account balance grow over time with the addition of credits based on your pay and the Plan's interest credits.
- **It's Consistent:** Your account will grow each year. You earn benefits steadily throughout your career.
- **It's Yours:** Once you have completed three Years of Service, you are fully vested.
- **It's Portable:** Your vested account balance can be paid in a Lump Sum amount if you leave Ameren — regardless of your age.
- **It's Flexible:** When you retire, you can receive your entire account balance in one Lump Sum payment or choose from several monthly payment options.

Definitions

It is important that you understand the following terms as they apply to your Union Cash Balance Plan:

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

- Ameren Missouri Company
- Ameren Illinois Company

- Ameren Services Company

Hour of Service means each hour for which you are paid by the Company, including time off for vacations and holidays.

Plan Administrator means Ameren Services Company.

Plan Sponsor means Ameren Corporation.

Service is used to determine your eligibility to participate in the Plan and whether or not you are vested. In general, all your employment with Ameren or a subsidiary (including Ameren companies that have chosen not to participate in the Plan) counts as Service under the Plan for eligibility and vesting.

Year of Service is a calendar year in which you have worked at least 1,000 hours.

Eligibility

You are eligible to participate in the Union Cash Balance Plan if you meet the following requirements:

- You are a full-time employee covered by a collective bargaining agreement between United Government Security Officers of America, Local 11 and Ameren Missouri Company Callaway Energy Center, Unit 1; or
- You are an employee hired into one of the following contract groups on or after October 15, 2012: AIC (formerly AmerenIP) 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; AIC (formerly AmerenCILCO) IBEW Local 51; or AIC (formerly AmerenCIPS) IBEW Local 702-Illini, IBEW Local 702-Great River, IBEW Local 702-Shawnee, IBEW Local 309 and IBEW Local 649.
- You are an employee hired into one of the following contract groups on or after July 1, 2013: Ameren Missouri Company, IBEW Local 702-UE-Physical and Clerical, IBEW Local 2, IBEW Locals 1439 and 1439 South, IBEW Locals 1455 and 1455 Regional West, and IUOE Local 148-UE.
- You are a part-time (or temporary) employee covered by a collective bargaining agreement between United Government Security Officers of America, Local 11 and Ameren Missouri Company Callaway Energy Center, Unit 1;



- or a part-time employee hired into one of the following contract groups on or after October 15, 2012: AIC (formerly AmerenIP) 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; AIC (formerly AmerenCILCO) IBEW Local 51; or AIC (formerly AmerenCIPS) IBEW Local 702-Illini, IBEW Local 702-Great River, IBEW Local 702-Shawnee, IBEW Local 309 and IBEW Local 649;
- or a part-time employee hired into one of the following contract groups on or after July 1, 2013: Ameren Missouri Company, IBEW Local 702-UE-Physical and Clerical, IBEW Local 2, IBEW Locals 1439 and 1439 South, IBEW Locals 1455 and 1455 Regional West, and IUOE Local 148-UE,

who has completed 1,000 Hours of Service during your first 12 months of employment or during any Plan Year thereafter.

You automatically become a participant in the Plan on the first day of the month following or coincident with your date of employment if you are employed as a regular full-time employee. If you are a full time employee who transferred from a non-participating company, you will become a participant on the first day of the month coincident with or following your date of transfer. If you are a part-time (or temporary) employee, you will become a participant on the first day of the month following your completion of one Year of Service.

If you are on a leave of absence when you become eligible, your participation will not begin until you return to work.

Vesting

You become vested in your Union Cash Balance Plan upon completion of three Years of Service. Once you are fully vested, you have a non-forfeitable right to your entire account balance. This means that you can take it with you if you leave Ameren prior to retirement. If you leave prior to completing three Years of Service, you will not be eligible to receive a benefit under the Plan (see **BENEFITS IF YOU LEAVE AMEREN BEFORE RETIREMENT** for more information).

How Your Account Grows

The Company pays the full cost of providing your benefit under this Plan. You do not make contributions.

Your Union Cash Balance Plan grows over time based on the following formula:

Cash Balance Account Growth:

Cash Balance Account at the end of the prior year

+
Interest Credits
+
Regular Credits
+
Enhancement Credit, if applicable
+
Cash Balance Account at the end of the current year

Interest Credits

Amounts credited to your Cash Balance Account also earn Interest Credits, which will be added to your account at the end of each month.

The Interest Credit rate will vary from year to year. The current Interest Credit rate is 5%. Interest Credit rates prior to 2012 were determined at the beginning of each calendar year as the average yield for one-year Treasury Bonds for the previous October, plus 1%.

The Plan has a minimum Interest Credit rate of 5%. The Interest Credit rate for plan years after 2012 will be determined in accordance with Internal Revenue Service rules.

The Interest Credit rate is available on ***myAmeren Benefits Web*** at **www.myAmeren.com** (under the Pension, Resource Materials, Plan Guidelines links) or you can call the **Ameren Benefits Center** at 877.769.2637.

If you leave Ameren with a vested benefit, your account will continue to earn Interest Credits until you elect to begin receiving payments from the Plan.

Example of Interest Credit

Don has an account balance of \$30,000 as of January 1, 2012. If the Interest Credit rate for 2012 is 5.00%, his Cash Balance Account will increase as follows:

• Beginning Balance	\$30,000
• Interest Credit on	
Beginning balance (5.00%)	<u>\$ 1,500</u>
• Balance plus interest	\$31,500

Regular Credits

Each year you work for the Company, you will receive Regular Credits to a Cash Balance Account held in your name. Regular Credits are based on:

- Your age at the end of each year, and
- Your pensionable earnings paid during the year. Pensionable earnings include Base Pay only. Base Pay means the amount equal to your regular hourly rate of pay paid for the payroll period for the position to which you are normally assigned multiplied by the number of regularly scheduled hours for that position for that payroll period. Base Pay does not include overtime, premium payments, bonuses, or other special

payments. Your pensionable earnings also include any before-tax contributions you make to the Savings Investment Plan or to a flexible spending account.

Here's the Regular Credits you earn based on your age on December 31 each year:

Your Age on December 31	Regular Credits for Pensionable Earnings from the Company
Less than 30	3%
30 to 34	4%
35 to 39	4%
40 to 44	5%
45 to 49	6%
50 to 54	7%
55 and over	8%

Putting It All Together

The following is an example of how all the credits are applied to your account. Don has an account balance of \$30,000 as of January 1, 2012, and wages of \$70,000 during 2012. The Interest Credit rate for 2012 is 5.00%. His plan balance will increase as follows:

	Cash Balance Account Balance
Beginning Balance	\$30,000
Interest Credit (5%)	1,825
Regular Credit (6%)	4,200
End of year balance	\$36,025

Enhancement Credit (UGSOA – Local 11 only)

At the end of each year, an Enhancement Credit of \$500 will be added to your Enhancement Account, provided you were a member of UEC-UGSOA Local 11 and worked at least 1,000 hours during the Plan Year while you are participating in the Plan. While Enhancement Credits are maintained in a separate account, they will be displayed as part of the employees total Cash Balance Account.

If you Leave or Retire During the Year

If you leave a participating Ameren Company or retire during the year, you will receive Regular Credits (if you meet the hours requirement) based on the amount of pay you earn while you are employed by the participating Ameren Company (not from a non-participating Ameren Company). The Credits will be added to your account at the earlier of the date you begin receiving benefit payments, or the end of the year.

Transferred or Rehired Employees

Employees who transferred or are rehired on or after July 1, 2013, in general, became participants in the Union Cash Balance Plan on the first day of the month following or coincident with the date of transfer or rehire. If you were a participant in one of the Ameren Retirement Plans for union employees, the accrued benefit under your former union plan is determined according to your former union plan up until your date of transfer. Your prior plan accrued benefit will not be converted to a lump sum value under the Union Cash Balance Plan. Your age, service and accrued benefit for this purpose is calculated as of the day before your participation in the Union Cash Balance Plan. Your accrued benefit at your date of transfer will be protected, as will the early retirement and spousal annuity factors, Social Security supplement, if applicable, and other special forms of payment available to you under your prior plan. Your participation in the Union Cash Balance Plan will begin as of your date of transfer or rehire into your new union group and you will begin to accrue benefits under the Union Cash Balance Plan as of that date.

This transfer provision may not apply to you if you moved within the groups of employees under collective bargaining agreements with the Ameren Illinois Company.

Employees who transfer into a union group with the same pension formula as their previous union group will remain in the prior plan and will not be eligible for participation in the Union Cash Balance plan.

Keeping Track of Your Account

You may access information about your account at any time through the **Ameren Benefits Center** at 877.7my.Ameren (877.769.2637) or through **myAmeren Benefits Web** at www.myAmeren.com. You may request statements of benefits earned to date or estimates of your account growth at a future date.

Benefits if You Retire

Your *normal retirement date* is the first day of the month on or after your 65th birthday. If you leave Ameren or retire before age 65, you can receive your benefit immediately. You may delay your retirement beyond your normal retirement date, and continue to earn Regular Credits and Interest Credits. There is no mandatory retirement age. If you are not actively at work, you must begin receiving benefit payments on April 1 following the calendar year in which you reach age 70½.

Payment Methods

If you leave Ameren with a vested benefit, you can receive your account balance in one Lump Sum payment or choose from a variety of monthly payment options. You will receive your benefit in the *normal form of payment* (see below), unless you choose an optional method of payment. The Plan allows you to select the payment method best suited to your situation, however, some rules apply:

If your account balance is \$1,000 or less, your benefit will automatically be paid to you in a lump sum, which is eligible for rollover.

If you are married and elect a Lump Sum or a Life Annuity, you must have the notarized consent of your spouse.

If you are married, the *normal form of payment* is a 50% Joint & Survivor annuity; if you are single, the *normal form of payment* is the life annuity.

At the time that your benefits begin, you may choose any of the following payment methods:



Lump Sum — This option allows you to receive your entire account balance in a single payment. You may receive the lump sum payable to you or directly roll over all or part of the amount into another qualified retirement plan, the Savings Investment Plan (SIP), or an Individual Retirement Arrangement (IRA). If your account balance is \$1,000 or less, a Lump Sum payment is mandatory.

Life Annuity — Equal monthly payments will be paid to you for the rest of your life. When you die, payment ends. If you are single, this is the *normal form of payment* unless you choose another form.

Joint and Survivor Annuity — Monthly payments will be made to you for your lifetime. If you die before your spouse, he or she will receive monthly benefit payments of 50%, 75% or 100% — whichever you previously elected — of the amount you had been receiving, for the remainder of his or her lifetime. The greater the amount you elect to continue to your spouse, the more your benefit will be reduced while you are living. If you are married, the 50% Joint and Survivor Annuity is the *normal form of payment*. You must have your spouse's notarized consent to choose the lump sum or life annuity payment options.

If an optional form of payment is not described above but was previously available to you, you can request information about whether this optional form of payment is still eligible to be elected with respect to a portion of your benefit. Please contact the **Ameren Benefits Center**.

You may revoke your decision to receive an optional form of payment any time prior to the annuity start date.

You may request forms for electing a payment method, revoking a payment method, and obtaining spousal consent by calling the **Ameren Benefits Center** at 877.7my.Ameren (877.769.2637).

Calculating Your Benefit Under Different Methods of Payment

The tables in [APPENDIX A](#) through [APPENDIX C](#) can be used to determine your benefit under each method of payment. [APPENDIX A](#) provides the factors to convert your January 1, 2012 Prior Plan Protected Benefits from a monthly annuity to a lump sum and from a lump sum back to a monthly annuity. [APPENDIX B](#) provides factors to convert your Union Cash Balance Account to a monthly life annuity. [APPENDIX C](#) provide factors to convert your monthly life Cash Balance annuity payment to one of the Joint and Survivor options.

Converting Your Cash Balance to a Monthly Single Life Annuity

Divide your Cash Balance Account balance by the factor for the age at which you begin receiving benefits. You can find these factors in [APPENDIX B](#).

For example, assume your Cash Balance Account totals \$200,000 and you want to begin receiving a monthly life annuity at the age of 58 years and 4 months.

Total Cash Balance Account	\$200,000
Factor for 58 years, 4 months	÷ <u>129.4155</u> (from APPENDIX B)
Monthly Life Annuity	\$1,545.41

Converting Your Cash Balance to a Monthly Joint & Survivor Annuity

To determine your Joint and Survivor Benefit, multiply your monthly life annuity times the appropriate factor from [APPENDIX C](#). The factor you use is determined by your age and your spouse's age at your benefit commencement date.

For example, assume that you retire at age 58 and your spouse is age 54. If your life annuity is \$1,545.41 per month, here's how you would determine your monthly benefit if you chose a 50% Joint and Survivor Benefit.

Monthly Life Annuity	\$1,545.41
Spousal Annuity Factor	× <u>0.926</u> (See APPENDIX C)
Your 50% Joint and Survivor Benefit	\$1,431.05

If you die first, your spouse would continue to receive monthly payments equal to 50% of your benefit, or \$715.52 per month.

Social Security Benefits

Currently, you can begin to collect full Social Security benefits between the ages of 65 and 67, depending on when you were born. (Your eligibility age depends on your date of birth, so you should contact Social Security to determine the exact date when you will be eligible.) You can collect a reduced Social Security benefit any time after you reach age 62.



You can check your earnings and get a statement of your estimated

benefits by calling the Social Security Administration Office at 800.772.1213. Information is also available on the internet at www.ssa.gov.

Social Security benefits are not paid automatically. You should contact your local Social Security office approximately three months before you want your benefits to begin. Ask them what you need to bring with you at the time you apply.

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:

- Lump Sum distributions are subject to income tax unless you roll over your distribution into the Savings Investment Plan (SIP), an Individual Retirement Account (IRA) or into another employer retirement plan that accepts rollover contributions. If you receive a Lump Sum distribution and do not roll it over directly, 20% will automatically be withheld to pay income taxes. In addition, if you terminate employment before age 55, take a Lump Sum distribution and do not roll it over, you may 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.
- Monthly annuity payments are taxed at ordinary federal and state (if applicable) income tax rates. You may elect whether to have income taxes withheld on these annuity payments.

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

Rollovers

If you choose to receive your Cash Balance as a lump sum, you can roll over any or all of the amount distributed into your SIP, an IRA, or another employer retirement plan that accepts rollovers.

There are two types of rollovers — direct and indirect. If you request a direct rollover, your distribution is transferred directly to the eligible plan of your choice. If you make a direct rollover, you will continue to defer paying income tax on the amount until you withdraw it from the rollover plan. If you want to take a Lump Sum distribution and then roll over the amount yourself — an indirect rollover — keep in mind the following:

- Federal income tax withholding — at the rate of 20% — will be deducted automatically from your distribution and sent to the IRS on your behalf.
- Your rollover must be made within 60 days of the date you receive your distribution.

- Any portion of the amount not rolled over will be subject to income taxes, and in some cases, additional penalty taxes.

More detailed information is available from the **Ameren Benefits Center** at 877.7my.Ameren (877.769.2637) in the form of a "Special Tax Notice". The notice is sent to you upon request and is also sent when you retire or leave the Company.

Benefits if You Leave Ameren Before Retirement

If you leave Ameren before retirement and are vested, you are entitled to your entire Union Cash Balance Account. See **PAYMENT METHODS** for information on your payment options.

If you leave Ameren before becoming vested, your Union Cash Balance Account will be forfeited.

If You Leave Before Becoming Vested and are Re-employed Before Retirement

If you leave Ameren before completing three Years of Service, and later return in an eligible status, you will be eligible to participate in the Plan on the first day you return to work.

If you are re-employed in an eligible status within five years, your Cash Balance Account will be restored with interest from your date of rehire *after* you have worked 1,000 hours or more in a calendar year. Your prior Service will also be counted if you return to work within five years of your termination.

If you are re-employed after five years, you will be treated as a new employee of the Company.

If you take a leave for military service, you will continue to participate in the Plan while on leave as long as you return to work when your leave ends.

If You Are Re-employed After Receiving Your First Monthly Annuity Payment

If you are re-hired by Ameren as a regular full-time employee or complete 1,000 Hours Of Service after receiving your first annuity payment, your monthly annuity payment will be suspended. When you leave the Company again, your benefit will be calculated taking into account the additional credits you've earned and the payments you've already received.

If You Are Re-employed After Receiving a Lump Sum Payment

If you return to work after you have received a Lump Sum payment of your Cash Balance Account, your vesting service will be restored, your beginning account balance will be zero, and you will begin earning Regular Credits and Interest Credits after you return to work.

Benefits if You Are Disabled

You will be considered disabled if you are eligible for the Ameren Long Term Disability (LTD) Plan and become disabled as defined in that plan. Regular Credits and Interest Credits will continue until you terminate your employment or begin receiving payments

from your Union Cash Balance Plan. Regular Credits while you are disabled will be based on your earnings in the calendar year before the year in which you became disabled.

If you recover from your disability, you become an active participant as soon as you resume employment with the Company. If your employment terminates, either during or after your period of disability, or, if you are not eligible for the Ameren Long Term Disability Plan, you may elect to begin payment of your benefit.

Benefits if You Die Before Retirement

If you die before retirement and you are vested, your Cash Balance Account will be paid to your named beneficiary as outlined below.

Calculating the Survivor Benefit for a Spouse Beneficiary

Your surviving spouse can elect to receive payment of the Cash Balance Account in the form of a lifetime monthly annuity or in a lump sum. Your spouse may begin receiving this benefit the first day of the month following your death, or any time up to the date you would have reached age 65.

Calculating the Survivor Benefit for a Non-Spouse Beneficiary

If you are not married (or if you are married and have named a beneficiary who is not your spouse), your Cash Balance Account will be paid in the form of a lump sum to your named beneficiary.

If you do not name a beneficiary or if your beneficiary dies before you, your benefit will be paid in this order:

- Your spouse
- Your surviving children
- Your surviving parents
- Your surviving brothers and sisters
- Your estate.

Naming a Beneficiary

You must complete a beneficiary designation to indicate who will receive payment of your vested account balance 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 witnessed by a plan representative or a notary public.

Beneficiary Designations for naming a beneficiary are available on Benefits Web at www.myAmeren.com or by contacting the **Ameren Benefits Center** at 877.7my.Ameren (877.769.2637).

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

A claim must be filed within one year from the date such claim accrues or you will be barred from pursuing such claim. A claim accrues when either your benefits commence or you became aware or should have become aware that your position regarding your benefit entitlement is different from the Employers position regarding your benefit entitlement.

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

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

If your claim for 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 (or if no notice is received, within 150 days after filing a claim), you, your beneficiary or an authorized representative may submit to the Administrative Committee a written request for 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 (or 120 days in special circumstances) provide a written response to the request, explaining the reasons for the decision with specific reference to the Plan provisions on which that decision is based. Generally, if the decision on review is not furnished within such time, the claim shall be deemed denied on review. You may not pursue legal action against the Plan prior to the expiration of the 60 day review 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).

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 below), your Plan benefits may not be pledged, assigned or garnished in payment of any debts.



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.

Benefit Limitations

The Union Cash Balance 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. You will be notified if your benefits are subject to these limitations.

When Benefits Are Not Paid or Reduced

This summary describes when and how the 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.

If you choose the single life annuity or lump sum payment method, no benefits are payable to anyone after your death, provided you have already commenced payment.

If you choose a payment method that continues an annuity to your spouse or other beneficiary after your death, your annuity will be reduced so that payment can be made over a longer period.

Plan Termination

While Ameren expects to continue this Plan indefinitely, it has the right to amend, partially terminate or fully terminate the Plan at any time through action of its Board of Directors. Ameren may also delegate its authority to amend or terminate the Plan. These actions would not decrease any benefit you had accrued under the Plan. Your contributions (if applicable) and the Company's contributions to the Plan would be 100% vested and non-forfeitable on termination of the Plan. If the Plan were completely terminated, the assets of the trust would be distributed to participants as soon as possible.

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 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.

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.

The Pension Benefit Guaranty Corporation (PBGC)

Benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC) if the Plan terminates. For more information on PBGC insurance protection and its limitations, contact the Benefits Department or the PBGC. Inquiries to the PBGC should be addressed to:

Office of Communications and Public Affairs
PBGC
1200 K Street, N.W.
Washington, DC 20005

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	Ameren Services Company 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.
Plan Administrator's Employer Identification Number	43-1799279
Trustee	The Bank of New York Mellon
Agent for Service of Legal Process	General Counsel Ameren Services Company 1901 Chouteau Avenue P. O. Box 66149, Mail Code 1300 St. Louis, MO 63166-6149 877.7my.Ameren (877.769.2637) Legal process can also be served on Ameren Corporation and the Plan Trustee.

ERISA Information

Your Rights Under ERISA

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

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and the updated summary plan description. The 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 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 the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquires, 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.pbqc.gov**](http://www.pbqc.gov).

Appendix A

Factors to Convert January 1, 2012 Prior Plan Protected Benefits to a Lump Sum

(Based on attained age on date of benefit commencement – years and months)

Age	Factor*	Age	Factor*	Age	Factor*	Age	Factor*
25	13.5220	35	23.7260	45	41.7791	55	181.0630
26	14.3027	36	25.1033	46	45.1553	56	178.3996
27	15.1287	37	26.5615	47	48.6667	57	175.6513
28	16.0026	38	28.1055	48	52.3186	58	172.8009
29	16.9271	39	29.7400	49	56.1175	59	169.8446
30	17.9053	40	31.4703	50	60.0698	60	166.7781
31	18.9405	41	33.3024	51	64.1834	61	163.6069
32	20.0364	42	35.2424	52	68.4648	62	160.3492
33	21.1968	43	37.2970	53	72.9244	63	157.0018
34	22.4253	44	39.4734	54	77.5741	64	153.5872
						65	150.0811

*Appropriate factors consistent with this table will be used for any ages not shown. The actual factor applied to you benefit will be based on your attained age on the date of benefit commencement in years and months.

Appendix B

Factors to Convert Cash Balance Account To A Monthly Life Annuity

(Based on attained age on date of benefit commencement – years and months)

Years	Months											
	0	1	2	3	4	5	6	7	8	9	10	11
30	159.4987	159.4615	159.4242	159.3870	159.3497	159.3125	159.2753	159.2380	159.2008	159.1635	159.1263	159.0890
31	159.0518	159.0122	158.9725	158.9329	158.8932	158.8536	158.8139	158.7743	158.7346	158.6950	158.6553	158.6157
32	158.5760	158.5339	158.4917	158.4495	158.4073	158.3651	158.3229	158.2807	158.2385	158.1963	158.1541	158.1119
33	158.0698	158.0249	157.9800	157.9351	157.8902	157.8453	157.8004	157.7555	157.7106	157.6657	157.6209	157.5760
34	157.5311	157.4833	157.4356	157.3878	157.3401	157.2924	157.2446	157.1969	157.1491	157.1014	157.0536	157.0059
35	156.9582	156.9075	156.8569	156.8063	156.7557	156.7050	156.6544	156.6038	156.5532	156.5025	156.4519	156.4013
36	156.3507	156.2967	156.2427	156.1888	156.1348	156.0808	156.0269	155.9729	155.9190	155.8650	155.8110	155.7571
37	155.7031	155.6457	155.5882	155.5308	155.4734	155.4159	155.3585	155.3011	155.2436	155.1862	155.1288	155.0713
38	155.0139	154.9528	154.8918	154.8307	154.7697	154.7086	154.6476	154.5865	154.5255	154.4644	154.4033	154.3423
39	154.2812	154.2164	154.1516	154.0868	154.0220	153.9572	153.8924	153.8276	153.7628	153.6980	153.6332	153.5684
40	153.5036	153.4350	153.3663	153.2976	153.2289	153.1602	153.0916	153.0229	152.9542	152.8855	152.8169	152.7482
41	152.6795	152.6068	152.5341	152.4614	152.3887	152.3160	152.2433	152.1706	152.0979	152.0252	151.9525	151.8798
42	151.8071	151.7302	151.6534	151.5766	151.4997	151.4229	151.3461	151.2692	151.1924	151.1156	151.0388	150.9619
43	150.8851	150.8041	150.7230	150.6420	150.5609	150.4799	150.3988	150.3178	150.2368	150.1557	150.0747	149.9936
44	149.9126	149.8273	149.7419	149.6566	149.5713	149.4860	149.4006	149.3153	149.2300	149.1447	149.0594	148.9740
45	148.8887	148.7990	148.7094	148.6197	148.5300	148.4404	148.3507	148.2610	148.1714	148.0817	147.9920	147.9024
46	147.8127	147.7187	147.6246	147.5306	147.4365	147.3425	147.2484	147.1544	147.0603	146.9663	146.8723	146.7782
47	146.6842	146.5857	146.4872	146.3887	146.2902	146.1917	146.0932	145.9947	145.8962	145.7977	145.6992	145.6007
48	145.5022	145.3990	145.2959	145.1928	145.0896	144.9865	144.8834	144.7802	144.6771	144.5740	144.4708	144.3677
49	144.2646	144.1566	144.0487	143.9408	143.8329	143.7249	143.6170	143.5091	143.4012	143.2932	143.1853	143.0774
50	142.9694	142.8564	142.7434	142.6304	142.5174	142.4044	142.2914	142.1784	142.0654	141.9523	141.8393	141.7263
51	141.6133	141.4949	141.3765	141.2581	141.1397	141.0213	140.9029	140.7845	140.6661	140.5477	140.4293	140.3109
52	140.1925	140.0684	139.9442	139.8201	139.6960	139.5718	139.4477	139.3235	139.1994	139.0753	138.9511	138.8270
53	138.7028	138.5726	138.4424	138.3121	138.1819	138.0516	137.9214	137.7911	137.6609	137.5307	137.4004	137.2702
54	137.1399	137.0033	136.8667	136.7300	136.5934	136.4567	136.3201	136.1835	136.0468	135.9102	135.7735	135.6369
55	135.5003	135.3568	135.2134	135.0700	134.9266	134.7832	134.6398	134.4963	134.3529	134.2095	134.0661	133.9227
56	133.7792	133.6287	133.4782	133.3276	133.1771	133.0265	132.8760	132.7255	132.5749	132.4244	132.2739	132.1233
57	131.9728	131.8148	131.6569	131.4990	131.3410	131.1831	131.0252	130.8672	130.7093	130.5513	130.3934	130.2355
58	130.0775	129.9120	129.7465	129.5810	129.4155	129.2500	129.0845	128.9190	128.7535	128.5880	128.4225	128.2569
59	128.0914	127.9183	127.7451	127.5719	127.3988	127.2256	127.0525	126.8793	126.7061	126.5330	126.3598	126.1867
60	126.0135	125.8327	125.6518	125.4710	125.2902	125.1093	124.9285	124.7477	124.5668	124.3860	124.2052	124.0243
61	123.8435	123.6551	123.4667	123.2783	123.0899	122.9015	122.7131	122.5246	122.3362	122.1478	121.9594	121.7710
62	121.5826	121.3868	121.1910	120.9953	120.7995	120.6037	120.4079	120.2121	120.0163	119.8206	119.6248	119.4290
63	119.2332	119.0303	118.8274	118.6246	118.4217	118.2188	118.0159	117.8130	117.6101	117.4073	117.2044	117.0015
64	116.7986	116.5891	116.3795	116.1700	115.9604	115.7509	115.5414	115.3318	115.1223	114.9127	114.7032	114.4936
65	114.2841											

Appendix C

Joint and Survivor Option Factors

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