

COPY OF RESOLUTIONS ADOPTED BY
THE BOARD OF DIRECTORS OF
UNION ELECTRIC COMPANY
ON WEDNESDAY, SEPTEMBER 8, 2010

WHEREAS, the Company, Ameren Corporation ("Ameren") and Ameren Energy Generating Company have previously entered into a \$1.15 billion Credit Agreement dated as of June 30, 2009 (the "Existing Credit Agreement"); and

WHEREAS, the Company proposes to enter into a syndicated credit facility in an aggregate principal amount not in excess of \$1.0 billion, subject to increase or decrease from time to time (the "Credit Facility") with its affiliate Ameren (collectively the Company and Ameren are referred to herein as the "Borrowers"), as borrowers, on a several but not joint basis, pursuant to which the Company may borrow or request the issuance of letters of credit for its account up to \$500 million outstanding at any time as provided in the Credit Facility, the proceeds to be used by the Company for general corporate purposes, including, for working capital, commercial paper liquidity support with respect to commercial paper issued by the Company or its subsidiaries and other funding needs, to repay all amounts owing under the Existing Credit Agreement, to fund loans under and pursuant to the money pool agreements or other short-term intercompany loan arrangements, and to pay fees and expenses incurred in connection with the Credit Facility; and

WHEREAS, the Credit Agreement (as hereinafter defined) will provide that, with respect to the Company, no further borrowings thereunder will be permitted and outstanding loans thereunder must be repaid not later than the date that is 364 days from the closing date of the Credit Facility (the "Maturity Date"); provided that, prior to the Maturity Date the Company may request that, effective on the Maturity Date, the Maturity Date be extended for additional periods of up to 364 days after the Maturity Date then in effect, except as otherwise provided in the Credit Agreement, until such time as the Company has obtained the necessary regulatory approval to borrow and participate under the Credit Facility through the third anniversary date of the closing date of the Credit Facility (the "Commitment Termination Date"), but in no event extending beyond the Commitment Termination Date; and

WHEREAS, the Company prepared a Confidential Information Memorandum describing the Borrowers and the Credit Facility (the "Confidential Information Memorandum"); and

WHEREAS, the Company has entered into a Commitment Letter (the "Commitment Letter") among the Borrowers and J.P. Morgan Securities Inc., Barclays Capital, Banc of America Securities LLC and The Bank of Tokyo-Mitsubishi UFJ, Ltd., as arrangers, and JPMorgan Chase Bank, N.A., Barclays Bank PLC, Bank of America, N.A. and The Bank of Tokyo-Mitsubishi UFJ, Ltd., as initial lenders, providing for the arrangement and syndication of the Credit Facility, upon substantially the terms set out in the Commitment Letter and Term Sheet attached thereto; and

WHEREAS, the Company has entered into an Arrangers Fee Letter (the "Arrangers Fee Letter") among the Borrowers and J.P. Morgan Securities Inc., Barclays Capital, Banc of America Securities LLC and The Bank of Tokyo-Mitsubishi UFJ, Ltd., as arrangers, and JPMorgan Chase Bank, N.A., Barclays Bank PLC, Bank of America, N.A. and The Bank of Tokyo-Mitsubishi UFJ, Ltd., as initial lenders; and

WHEREAS, the Company has entered into an Administrative Agent Fee Letter (together with the Arrangers Fee Letter, the "Fee Letters") among the Borrowers and JPMorgan Chase Bank, N.A. and J.P. Morgan Securities Inc.;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Company as follows:

1. The Company is authorized to enter into the Credit Agreement, and perform its obligations thereunder, subject to the limitations set out herein.
2. The execution and delivery of the Commitment Letter and Fee Letters on behalf of the Company by the officers executing the same are hereby approved and ratified. The terms and provisions of the Credit Facility as set out in the Commitment Letter, which was presented to the Board of Directors together with this resolution, are hereby approved. The Secretary shall file a copy of the executed Commitment Letter with the minutes of the meetings of the Board of Directors of the Company.
3. The Chairman, President and Chief Executive Officer, the Treasurer, the Secretary, any Vice President, any Assistant Treasurer and any Assistant Secretary of the Company (each, an "Authorized Officer") are, and each of them acting alone is, hereby authorized and directed to execute and deliver on behalf of the Company and deliver to JPMorgan Chase Bank, N.A., as agent (the "Agent"), for the benefit of itself and the lenders under the hereinafter defined Credit Agreement (the "Lenders") a credit agreement documenting and evidencing the Credit Facility (the "Credit Agreement"). The Credit Agreement shall incorporate terms and provisions of the Commitment Letter with such changes, additions and deletions as the Authorized Officer executing the same shall approve, the execution thereof by such Authorized Officer to be conclusive evidence of the approval thereof and of the form of the Credit Agreement by such Authorized Officer and by the Board of Directors of the Company; and the Authorized Officers are, and each of them acting alone is, authorized and directed to execute and deliver, or cause to be executed and delivered, and the Secretary (or any Assistant Secretary) of the Company is authorized and directed to attest, the Credit Agreement and any other related applications, certificates or other documents pursuant to the terms thereof on behalf of the Company.
4. The Authorized Officers are, and each of them acting alone is, authorized and directed to cause the Company to terminate the Existing Credit Agreement and to discharge all obligations of the Company due thereunder.

5. The Authorized Officers are, and each of them acting alone is, authorized and directed to determine whether it is in the best interests of the Company to request on one or more occasions that the Maturity Date of the Credit Agreement be extended as described herein, subject to approval of the Lenders and the other requirements of the Credit Agreement.
6. The Company is authorized to borrow from time to time up to \$500 million outstanding at any time under the Credit Agreement (the "Available Amount") and/or request letters of credit be issued on its behalf (which shall count against the Available Amount) and each of the Authorized Officers, or its designee, acting alone, is hereby authorized, subject to the terms of the Credit Agreement, to request borrowings under the Credit Facility.
7. The Company is authorized to issue one or more promissory notes, applications, agreements and other forms of documentation, each in the form provided in the Credit Agreement (the "Notes"), to evidence the obligations of the Company under the Credit Agreement. The Notes shall be executed by the Company as provided in the Credit Agreement. The issuance by the Company of the Notes is hereby authorized and approved. The form of the Notes shall be in the form thereof as set forth in the Credit Agreement, but with such changes or insertions therein or modifications thereof, if any, as the Authorized Officers of the Company executing said document may approve, such approval of said Authorized Officers to be conclusively evidenced by their execution of said document on behalf of the Company.
8. The Authorized Officers are authorized and directed to cause the Confidential Information Memorandum to be prepared and the form of such Confidential Information Memorandum, with such changes or modifications thereto as any Authorized Officer of the Company may approve, and any other information regarding the Company and the Credit Facility approved by an Authorized Officer of the Company to be delivered to prospective lenders, is hereby ratified and approved.
9. The Company's obligations to the Lenders under the terms of the Credit Agreement shall be general unsecured obligations of the Company.
10. S. R. Sullivan, Senior Vice President, General Counsel and Secretary of the Company, Craig W. Stensland, an Associate General Counsel of Ameren Services Company and an Assistant Secretary of the Company, and Jones Day, Chicago, Illinois, each counsel for the Company, are each selected and appointed by the Company as counsel, respectively, to give or furnish such legal opinions as may be required by the terms of the Credit Agreement or as may be appropriate in the circumstances.
11. The officers of the Company are authorized and directed to cause the Company to file with the Missouri Public Service Commission and/or the Federal Energy

Regulatory Commission such Petitions or Applications and supporting documents as shall be necessary or desirable to obtain the approval of said Commission for the entering into of the Credit Agreement and the other documents and agreements contemplated thereby.

12. The officers of the Company be, and each of them hereby is, authorized in the name and on behalf of the Company and under its corporate seal or otherwise, to take or cause to be taken all such further actions and to execute and deliver or cause to be executed and delivered all such further documents, certificates and agreements (including without limitation instruments authorizing or consenting to amendments, modifications or waivers to the Confidential Information Memorandum and the Credit Agreement) as such persons may deem necessary, advisable or appropriate in connection with the transactions contemplated thereby and hereby, and to incur and pay all such fees and expenses as shall be necessary, advisable or appropriate in their judgment in order to carry into effect the purpose and intent of any and all portions of this resolution.
13. Any acts of the officers of this Company, which acts would have been authorized by this resolution except that such acts were taken prior to the adoption of such resolution, are hereby severally ratified, confirmed, approved and adopted as acts in the name of and on behalf of this Company.
14. Each of the officers be, and hereby is, authorized and directed to take any and all further action to see that the intent of each portion of this resolution is carried forth.

I hereby certify that the foregoing is a true and correct copy of resolutions adopted by the Board of Directors of Union Electric Company, on Thursday, September 8, 2010 and that such resolutions are still in full force and effect.



Assistant Secretary

February 18, 2011