

## DOCKETED

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<b>Project Title:</b>	Puente Power Project
<b>TN #:</b>	221668
<b>Document Title:</b>	Notice of Filing of Plant Supplement - Reorganization Plan Supplement
<b>Description:</b>	N/A
<b>Filer:</b>	PATRICIA LARKIN
<b>Organization:</b>	SHUTE, MIHALY & WEINBERGER LLP
<b>Submitter Role:</b>	Intervenor Representative
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<b>Docketed Date:</b>	11/2/2017

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
	)	
GENON ENERGY, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 17-33695 (DRJ)
	)	
Debtors.	)	(Jointly Administered)
	)	

**NOTICE OF FILING OF PLAN SUPPLEMENT**

**PLEASE TAKE NOTICE THAT** on October 5, 2017, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered an order [Docket No. 860] (the “Disclosure Statement Order”): (a) authorizing GenOn Energy, Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors”), to solicit acceptances for the *Second Amended Joint Chapter 11 Plan of Reorganization of GenOn Energy, Inc. and Its Debtor Affiliates* (as may be modified, amended, or supplemented from time to time, the “Plan”);<sup>2</sup> (b) approving the *Disclosure Statement for the Second Amended Joint Chapter 11 Plan of Reorganization of GenOn Energy, Inc. and Its Debtor Affiliates* (the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each debtor’s federal tax identification number, are: GenOn Energy, Inc. (5566); GenOn Americas Generation, LLC (0520); GenOn Americas Procurement, Inc. (8980); GenOn Asset Management, LLC (1966); GenOn Capital Inc. (0053); GenOn Energy Holdings, Inc. (8156); GenOn Energy Management, LLC (1163); GenOn Energy Services, LLC (8220); GenOn Fund 2001 LLC (0936); GenOn Mid-Atlantic Development, LLC (9458); GenOn Power Operating Services MidWest, Inc. (3718); GenOn Special Procurement, Inc. (8316); Hudson Valley Gas Corporation (3279); Mirant Asia-Pacific Ventures, LLC (1770); Mirant Intellectual Asset Management and Marketing, LLC (3248); Mirant International Investments, Inc. (1577); Mirant New York Services, LLC (N/A); Mirant Power Purchase, LLC (8747); Mirant Wrightsville Investments, Inc. (5073); Mirant Wrightsville Management, Inc. (5102); MNA Finance Corp. (8481); NRG Americas, Inc. (2323); NRG Bowline LLC (9347); NRG California North LLC (9965); NRG California South GP LLC (6730); NRG California South LP (7014); NRG Canal LLC (5569); NRG Delta LLC (1669); NRG Florida GP, LLC (6639); NRG Florida LP (1711); NRG Lovett Development I LLC (6327); NRG Lovett LLC (9345); NRG New York LLC (0144); NRG North America LLC (4609); NRG Northeast Generation, Inc. (9817); NRG Northeast Holdings, Inc. (9148); NRG Potrero LLC (1671); NRG Power Generation Assets LLC (6390); NRG Power Generation LLC (6207); NRG Power Midwest GP LLC (6833); NRG Power Midwest LP (1498); NRG Sabine (Delaware), Inc. (7701); NRG Sabine (Texas), Inc. (5452); NRG San Gabriel Power Generation LLC (0370); NRG Tank Farm LLC (5302); NRG Wholesale Generation GP LLC (6495); NRG Wholesale Generation LP (3947); NRG Willow Pass LLC (1987); Orion Power New York GP, Inc. (4975); Orion Power New York LP, LLC (4976); Orion Power New York, L.P. (9521); RRI Energy Broadband, Inc. (5569); RRI Energy Channelview (Delaware) LLC (9717); RRI Energy Channelview (Texas) LLC (5622); RRI Energy Channelview LP (5623); RRI Energy Communications, Inc. (6444); RRI Energy Services Channelview LLC (5620); RRI Energy Services Desert Basin, LLC (5991); RRI Energy Services, LLC (3055); RRI Energy Solutions East, LLC (1978); RRI Energy Trading Exchange, Inc. (2320); and RRI Energy Ventures, Inc. (7091). The Debtors’ service address is: 804 Carnegie Center, Princeton, New Jersey 08540.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Plan.

materials and documents to be included in the solicitation packages; and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

**PLEASE TAKE FURTHER NOTICE THAT** as contemplated by the Plan and the Disclosure Statement Order approving the Disclosure Statement, the Debtors filed the Plan Supplement with the Court on October 30, 2017. The Plan Supplement contains the following documents (each as defined in the Plan) attached hereto (the “Plan Supplement Documents”): (a) New Organizational Documents; (b) New Exit Financing Documents; (c) if applicable, the New Subordinated Notes Documents; (d) the Pension Indemnity Agreement; (e) the Employee Matters Agreement; (f) the Cooperation Agreement; (g) the Transition Services Agreement; (h) the Tax Matters Agreement; (i) the Settlement Agreement; (j) a Schedule of Assumed Executory Contracts and Unexpired Leases; (k) a Schedule of Rejected Executory Contracts and Unexpired Leases; (l) a list of Retained Causes of Action; (m) a document listing the members of the Reorganized GenOn Board; (n) to the extent available, the form of the Restructuring Transactions Memorandum; (o) the Backstop Commitment Letter; (p) to the extent available, the form of any Third-Party Sale Transaction Documents; and (q) the Liquidating Trust Agreement, if any.

**PLEASE TAKE FURTHER NOTICE THAT** the Plan Supplement Documents are subject to ongoing review, revision, and further negotiation by the parties to the Restructuring Support Agreement including the Debtors, Consenting Noteholders and NRG, who have various consent rights over the final form of Plan Supplement Documents and these Plan Supplement Documents may be amended, modified, supplemented, and revised in accordance with those ongoing negotiations.

**PLEASE TAKE FURTHER NOTICE THAT** to the extent material amendments or modifications are made to any of these documents before the Confirmation Hearing, the Debtors will file a blackline version with the Bankruptcy Court prior to the Confirmation Hearing marked to reflect such amendments or modifications.

**PLEASE TAKE FURTHER NOTICE THAT** certain of the Plan Supplement Documents are intended to conform to a settlement term sheet (the “Settlement Term Sheet”), as annexed to this notice as **Annex I**, as may be amended or supplemented in accordance with the Restructuring Support Agreement. The Settlement Term Sheet reflects the latest agreement in principle between the Debtors and NRG and does not reflect the views of, or agreement by, the Consenting Noteholders. The Settlement Term Sheet, and the related Plan Supplements, therefore remains subject to review, revision, and further negotiation as between the Consenting Noteholders and the Debtors and NRG, each of whom have various consent rights over the Plan Supplements pursuant to the Plan and the Restructuring Support Agreement, and the Settlement Term Sheet and the Plan Supplements may be amended, modified, supplemented, and revised in accordance with those ongoing negotiations. All parties reserve their rights to make additional revisions to the Settlement Term Sheet and Plan Supplement Documents, subject to the terms of the Restructuring Support Agreement and the Plan.

**PLEASE TAKE FURTHER NOTICE THAT** a fully executed consent agreement (the “Consent Agreement”) between the Debtors and certain of the Consenting Noteholders is annexed to this notice as **Annex II**.

**PLEASE TAKE FURTHER NOTICE THAT** the Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, subject to the applicable consent rights under the Plan and the Restructuring Support Agreement, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

**PLEASE TAKE FURTHER NOTICE THAT** the hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence on **November 13, 2017, at 9:00 a.m.** prevailing Central Time, before the Honorable David R. Jones, in the United States Bankruptcy Court for the Southern District of Texas, located at 515 Rusk Street Houston, Texas 77002. The Confirmation Hearing may be continued from time to time by the Court or the Debtors **without further notice** other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court.

**PLEASE TAKE FURTHER NOTICE THAT** the deadline for filing objections to the Plan is **November 6, 2017, at 4:00 p.m.** prevailing Central Time (the “Plan Objection Deadline”), unless otherwise ordered by the Court or continued by a notice filed with the Court. Any objection to the Plan *must*: (a) be in writing; (b) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be *actually received* on or before the Plan Objection Deadline:

<i>Counsel to the Debtors</i>	<i>U.S. Trustee</i>
Zack A. Clement (Texas Bar No. 04361550) <b>ZACK A. CLEMENT PLLC</b> 3753 Drummond Street Houston, Texas 77025  -and-  James H.M. Sprayregen, P.C. David R. Seligman, P.C. Steven N. Serajeddini W. Benjamin Winger <b>KIRKLAND &amp; ELLIS LLP</b> 300 North LaSalle Chicago, Illinois 60654  -and-  AnnElyse Scarlett Gibbons <b>KIRKLAND &amp; ELLIS LLP</b> 601 Lexington Avenue New York, New York 10022	Hector Duran <b>OFFICE OF THE UNITED STATES TRUSTEE FOR THE SOUTHERN DISTRICT OF TEXAS</b> 515 Rusk Street, Suite 3516 Houston, Texas 77002  -and-  Kevin Epstein <b>OFFICE OF THE UNITED STATES TRUSTEE FOR THE SOUTHERN DISTRICT OF TEXAS</b> 615 E. Houston Street, Room 533 San Antonio, Texas 78205

<i>Counsel to the GenOn Steering Committee</i>	<i>Counsel to the GAG Steering Committee</i>
<p style="text-align: center;">Damian S. Schaible Angela M. Libby <b>DAVIS POLK &amp; WARDWELL LLP</b> 450 Lexington Ave New York, New York 10017</p>	<p style="text-align: center;">Benjamin Finestone Daniel Holzman <b>QUINN EMANUEL URQUHART &amp; SULLIVAN, LLP</b> 51 Madison Avenue, 22nd Floor New York, New York 10010</p>
<i>Counsel to NRG</i>	
<p style="text-align: center;">C. Luckey McDowell Emanuel C. Grillo Ian E. Roberts <b>BAKER BOTTS LLP</b> 2001 Ross Avenue Dallas, Texas 75201</p>	

**PLEASE TAKE FURTHER NOTICE THAT** if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Epiq Bankruptcy Solutions, LLC, the notice and claims agent retained by the Debtors in the Chapter 11 Cases (the “Notice and Claims Agent”), by: (a) calling the Debtors’ restructuring hotline at (888) 729-1597 (toll free) or (503) 597-5606 (international); (b) visiting the Debtors’ restructuring website at: <http://dm.epiq11.com/GenOn>; (c) writing to the Notice and Claims Agent, Attn: GenOn Ballot Processing, c/o Epiq Bankruptcy Solutions, 777 Third Avenue, 12th Floor, New York, NY 10017; and/or (d) emailing [GenOn@epiqsystems.com](mailto:GenOn@epiqsystems.com). You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at: <http://www.txs.uscourts.gov>.

**ARTICLE IX OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE IX.F. CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.**

**THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE NOTICE AND CLAIMS AGENT.**

Dated: October 31, 2017  
Houston, Texas

*/s/ Zack A. Clement*

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Zack A. Clement (Texas Bar No. 04361550)  
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-and-

James H.M. Sprayregen, P.C. (admitted *pro hac vice*)  
David R. Seligman, P.C. (admitted *pro hac vice*)  
Steven N. Serajeddini (admitted *pro hac vice*)  
W. Benjamin Winger (admitted *pro hac vice*)  
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-and-

AnnElyse Scarlett Gibbons (admitted *pro hac vice*)  
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Email: annelyse.gibbons@kirkland.com

*Co-Counsel to the Debtors and Debtors in Possession*

**ANNEX I**

**Settlement Term Sheet**

Certain of the Plan Supplement Documents are intended to conform to a settlement term sheet, as annexed to this notice as **Annex I**, as may be amended or supplemented in accordance with the Restructuring Support Agreement. The Settlement Term Sheet reflects the latest agreement in principle between the Debtors and NRG and does not reflect the views of, or agreement by, the Consenting Noteholders. The Settlement Term Sheet, and the related Plan Supplements, therefore remains subject to review, revision, and further negotiation as between the Consenting Noteholders and the Debtors and NRG, each of whom have various consent rights over the Plan Supplements pursuant to the Plan and the Restructuring Support Agreement, and the Settlement Term Sheet and the Plan Supplements may be amended, modified, supplemented, and revised in accordance with those ongoing negotiations. All parties reserve their rights to make additional revisions to the Settlement Term Sheet and Plan Supplement Documents, subject to the terms of the Restructuring Support Agreement and the Plan.

Settlement Term Sheet<sup>1</sup>

<i>Topic</i>	<i>Terms</i>
<b>Timeline and Transition</b>	<ul style="list-style-type: none"> <li>• GenOn and NRG to replace the Services Agreement with a new transition services agreement (the “<u>Transition Services Agreement</u>”) that would include the following terms: <ul style="list-style-type: none"> <li>○ <i>Shared Services</i>: Scope of services to be the same as provided under the Services Agreement (at prepetition service levels in accordance with prudent industry practices) and to include reasonable assistance on the current asset sale processes, any financing process undertaken while in chapter 11, and reasonable administrative separation services.</li> <li>○ <i>Fee</i>: \$7 million per month, plus reimbursement of all of NRG’s actual third-party expenses (third-party expenses subject to GenOn’s written prior consent) incurred in connection with the provisions of services under the Transition Services Agreement. GenOn will receive two free months of services after the Plan Effective Date; <i>provided</i>, that such two free months will not result in an extension of the Shared Services Term.</li> <li>○ <i>Duration</i>: Through June 30, 2018, with one three-month extension at GenOn’s option to September 30, 2018 (the “<u>Shared Services Term</u>”), which extension must be exercised by GenOn in writing no later than May 1, 2018.</li> <li>○ <i>Services Reduction</i>: GenOn may, upon no less than 60 days prior notice to NRG, reduce any services under the Transition Services Agreement, with a resulting price adjustment as determined by future agreement of the parties or pursuant to a schedule attached to the Transition Services Agreement (the “<u>Schedule</u>”), <i>provided, however</i>, that GenOn and NRG may consensually agree that such reduction in services shall not be effective until the date that is the first or last day of any calendar month following such notice.<sup>2</sup> The Schedule shall include long-term target milestones for a reduction in services and resulting price adjustments.</li> <li>○ <i>Early Transition Credit</i>: In the event that GenOn terminates the Shared Services Term and the scope of services under the Transition Services Agreement is reduced in full (other than with respect to continuing administrative separation services, as described below) prior to September 30, 2018, GenOn shall be entitled to earn from NRG a credit equal to the sum of \$1 million per month for every month (including a pro-rated credit for any partial month) terminated prior to September 30, 2018. Such early transition credit shall be applied against any of NRG’s allowed claims under the Plan on the Plan Effective Date. This early transition credit shall not impact GenOn’s obligation to provide 60 days’ notice prior to a reduction in services.</li> </ul> </li> </ul>

<sup>1</sup> Terms used herein but not defined shall have the meanings ascribed in that certain restructuring support agreement dated June 12, 2017, as may be amended or supplemented in accordance therewith (the “Restructuring Support Agreement”).

<sup>2</sup> **Note to Draft:** The administrative convenience of services being reduced on either the first or last day of any calendar month shall not affect GenOn’s receipt of a pro-rated early transition fee. Such fee shall start accruing on the day that is 60 days from when GenOn gives NRG notice.



	<ul style="list-style-type: none"> <li>○ <i>Assignability</i>: NRG and GenOn will attach a form of buyer transition services agreement (“<u>Buyer TSA</u>”) to the Transition Services Agreement. GenOn will provide the Buyer TSA to potential third party asset purchasers, and NRG will have the right to consent to any changes to the terms and conditions of such Buyer TSA; <i>provided, however</i>, that services to be provided by NRG under the Buyer TSA that are not more burdensome than the scope (and related price) of any service then provided by NRG under the Transition Services Agreement will not be deemed to be a change to the terms and conditions of such Buyer TSA.</li> <li>○ <i>Continuing Administrative Separation Services</i>: The Transition Services Agreement will also provide for continuing administrative separation services until March 31, 2019, for customary and limited transition support which shall include (1) transfer of any remaining core IT services, (2) access to all GenOn documents and records, including tax, environmental, regulatory and legal; (3) transfer of any permits and licenses that are not otherwise held directly by GenOn, and (4) cooperation and assistance with respect to GenOn litigation matters. The pricing for these continuing administrative separation services shall be at actual cost (without any mark up or cost-plus) plus any expenses actually paid to third-party servicers (third-party expenses subject to GenOn’s prior written consent).</li> <li>○ <i>Other Terms</i>: To be the Kirkland &amp; Ellis draft Transition Services Agreement filed on October 30, 2017. Schedule A and Schedule B to be mutually agreeable between NRG and GenOn.</li> <li>● NRG and GenOn shall communicate to their respective executives and employees that NRG’s and GenOn’s intent is to successfully assist with GenOn’s separation and implement the Plan negotiated by the parties. Such communication shall be drafted by NRG and GenOn.</li> <li>● NRG shall provide, and GenOn shall reimburse under the Services Agreement, time-based bonuses for up to \$3 million, in the aggregate, for NRG employees who are providing services to GenOn, payable through the end date of their employment; <i>provided</i> that (i) the individual employees selected for such bonuses and corresponding amounts shall be subject to GenOn’s consent, which consent shall not be unreasonably withheld, and (ii) the bonuses shall be identified as GenOn related bonuses and constructed in a manner that retains, motivates, and aligns employees with supporting GenOn’s sale, separation, and operational efforts.</li> </ul>
<p><b>Cooperation / Co-Developments Matters</b></p>	<ul style="list-style-type: none"> <li>● The parties shall enter into a cooperation agreement (the “<u>Cooperation Agreement</u>”), as a plan supplement document, which shall provide for the following:</li> </ul>

- *Canal 3*: Subject to the occurrence of the Plan Effective Date, GenOn will assume the Canal 3 Agreements<sup>3</sup> and in exchange NRG shall grant an option (the “Canal Option”) to GenOn, which Canal Option shall last through March 31, 2018 (the “Canal Option Period”), to acquire NRG’s interest in Canal 3 for the sum of (i) investment costs to date (\$40 million), (ii) all future investments through the exercise date of the Canal Option (in the case of (i) and (ii), to be calculated consistent with the development schedule previously provided to GenOn and inclusive of the development fee as specified therein through the exercise date of the Canal Option), and (iii) a 12% return on investment; *provided*, that the basis upon which the 12% return on investment is calculated shall exclude all development fees. During the Canal Option Period, NRG shall covenant that it will continue to invest in and develop the Canal 3 project using commercially reasonable and good faith efforts. All budgets for future investments in Canal 3 shall be mutually agreeable between GenOn and NRG.
- *Puente*: NRG no longer requests approval of the Puente lease.
- *Coolwater*: On or before Dec. 31, 2017, GenOn will terminate the existing radial lines agreement (including, but not limited to, the \$530,000 annual payment by GenOn to NRG with respect thereto) and grant NRG an easement to a 9-acre parcel of land, solely to the extent necessary to facilitate a generation tie in to the SCE transmission system by NRG’s adjacent development project. Upon the termination of the radial lines agreement, NRG will bear any and all costs set forth in Section 9 of the radial lines agreement, including letter of credit posting, and any refund payable to the plant owner pursuant to Section 9 of the radial lines agreement shall be paid to NRG.
- *Avon Lake*: Pipeline to be preserved for the benefit of Avon Lake and cost neutral to NRG. NRG and GenOn shall use commercially reasonable efforts to transfer NRG’s rights and interests in the Avon Lake railcars to GenOn.<sup>4</sup>
- *Seward/Deer Park*: On or before Dec. 1, 2017, (i) GenOn to transfer GenOn employees relating to Seward and Deer Park to NRG and (ii) GenOn to assign the Deer Park O&M contract to NRG.
- *1000 Main Lease*: Subject to the occurrence of the Plan Effective Date, GenOn will assume the 1000 Main Lease. NRG will offset, dollar for dollar, all cash obligations paid by GenOn on account of the 1000 Main Lease against NRG’s receivables for Shared Services for the duration of the 1000 Main Lease; *provided, however*, that any income attributable to space subleased under the 1000 Main Lease will reduce such offset, to the benefit of

<sup>3</sup> “Canal 3 Agreements” shall mean, collectively, the (i) Option and Lease Agreement dated as of 3/31/2016, (ii) Operation and Maintenance Agreement dated as of 12/16/2016, (iii) Shared Facilities Agreement dated as of 12/16/2016, [and (iv) that certain Solar Site Lease Agreement, dated as of May 4, 2016, between NRG Canal LLC and NRG Renew Canal I LLC, as amended, modified and supplemented from time to time].

<sup>4</sup> **Note to Draft:** The sizing and economics of the railcars in this section remain subject to ongoing due diligence and negotiation. NRG recognizes that GenOn anticipates an at-the-money transfer, appropriately sized for Avon Lake’s long-term needs.

	<p>NRG; <i>provided further</i>, that, in the event that GenOn suffers any actual damages associated with the 1000 Main Lease, NRG shall indemnify GenOn for any and all such damages.</p> <ul style="list-style-type: none"> <li>○ <i>Disclaimer of Development Rights:</i> NRG to disclaim any and all development rights or interests at all other GenOn sites and provide a representation regarding the non-existence of any intercompany development-related agreements other than those specifically scheduled in the Cooperation Agreement (including the agreements described above).</li> </ul>
<p><b>OPEB and Pensions and other Benefits</b></p>	<ul style="list-style-type: none"> <li>● NRG shall retain any NRG Benefit Plans providing for post-employment or retiree health or welfare benefits (the “<u>NRG OPEB Plans</u>”) and continue to be liable under the existing NRG OPEB Plans for former Employees of GenOn and any of its direct or indirect subsidiaries (the “<u>GenOn Group</u>”) (and any dependents thereof), as of the Plan Effective Date in an amount up to an actuarial equivalent benefit amount of \$25.0 million (the “<u>Initial Value</u>”). As of the Plan Effective Date, the actuaries of all NRG OPEB Plans shall calculate the actuarial equivalent benefit amount calculated as of the Plan Effective Date (as determined their sole discretion on an APBO basis) (the “<u>Final Value</u>”). GenOn shall credit NRG for the difference between the Final Value and the Initial Value. To the extent permitted by law, NRG may in its sole discretion terminate the NRG OPEB Plans with respect to non-bargaining employees or retirees at any time. As of the Plan Effective Date, the Reorganized GenOn Group will assume the Liability for all active GenOn Employees, including any active GenOn Employees, who have satisfied the applicable eligibility requirements of the NRG OPEB Plans, but have not yet started to receive their retiree health or welfare benefits under the applicable NRG OPEB Plans. GenOn further agrees that following the date on which the Plan is confirmed and prior to the Plan Effective Date, the GenOn Group shall not offer any employees or former employees of the GenOn Group additional age and/or service credits and subsidies for purposes of eligibility under the NRG OPEB Plans without the written consent of NRG. NRG further agrees that it will not terminate, amend, or alter benefits or subsidies for former employees whose benefits derive from a collective bargaining agreement.<sup>5</sup></li> <li>● All pension related matters to remain as settled under the Restructuring Support Agreement, including NRG indemnification of the Debtors through the Plan Effective Date.</li> <li>● NRG shall pay all cash obligations due in 2018 on behalf of the GenOn Group; <i>provided</i>, that if GenOn has paid such amounts, NRG will reimburse GenOn for such payments on the Plan Effective Date.</li> <li>● <i>Other Terms:</i> To be the Kirkland &amp; Ellis draft Employee Matters Agreement dated October 30, 2017.</li> </ul>

<sup>5</sup> **Note to Draft:** Capitalized terms in this bullet not otherwise defined herein or in the Restructuring Support Agreement shall have the meaning given in the Employee Matters Agreement.

<p><b>Tax Matters</b></p>	<ul style="list-style-type: none"> <li>• NRG and GenOn to enter into the Tax Matters Agreement (“<u>TMA</u>”), which will set forth a proposed structure and intended tax treatment, as a plan supplement document, which shall be approved in the Confirmation Order and will be effective as of the Plan Effective Date.</li> <li>• To the fullest extent permitted by applicable law, the TMA will provide for: (i) upon occurrence of the Plan Effective Date, NRG’s unqualified use of the Worthless Stock Deduction on account of NRG’s ownership of GenOn; and (ii), GenOn and its subsidiaries’ use of available losses and NOLs of the NRG consolidated return group in relation to sales occurring in connection with or prior to emergence (including, for the avoidance of doubt, any so-called “partial Bruno’s” transaction or other transaction treated a sale for tax purposes) by GenOn for asset sales completed on or before December 31, 2018; <i>provided</i>, that for the avoidance of doubt, any current-year losses or NOLs of GenOn and its subsidiaries may be utilized by GenOn in connection with asset sales regardless of when such sales occur to the extent provided for in the internal revenue code.</li> <li>• State/local taxes resulting from or otherwise realized upon the sale of GenOn Group assets will be GenOn’s liability to the extent such liabilities are payable on a separate state or local tax return that does not include NRG or an affiliate of NRG other than a member of the GenOn Group.</li> <li>• NRG and GenOn to discuss continued provision of certain tax compliance and accounting services solely to the extent necessary to complete applicable tax work for pre-closing and straddle tax periods and otherwise facilitate transition to GenOn/third-party provider.</li> </ul>
<p><b>Intercompany Balances</b></p>	<ul style="list-style-type: none"> <li>• Except with respect to claims relating to letters of credit, the revolving credit facility, and surety bonds—which claim treatment is already set forth in the Plan—NRG shall be entitled to an (i) Allowed General Unsecured Claim in the amount of \$21,766,260.42 on account of prepetition amounts owed under the Services Agreement (which amount shall be set off against the Services Credit) and (ii) Allowed claim of up to \$2.0 million on account of cash collateralized hedging obligations (which amount can be paid in the ordinary course pursuant to the relief obtained related to the Debtors’ first day motions).</li> <li>• All other prepetition claims that NRG has asserted against the Debtors shall be disallowed.</li> <li>• Upon the Plan Effective Date, NRG’s Proof of Claim (Claim #1198) shall be deemed withdrawn and expunged from the claims register.</li> </ul>

**ANNEX II**

**Consent Agreement**

### *CONSENT AGREEMENT*

This consent agreement (this “**Agreement**”), dated as of October 30, 2017, by and among (i) GenOn Energy, Inc. (“**GenOn**”), GenOn Americas Generation LLC (“**GAG**”), and certain of their directly and indirectly-owned subsidiaries listed on the signature pages hereto (collectively, the “**Debtors**”) and (ii) the undersigned Required Consenting Noteholders<sup>1</sup> (such undersigned Required Consenting Noteholders and the Debtors, collectively the “**Parties**”).

### *RECITALS*

**WHEREAS**, the Milestones set forth in Section 4 of the Restructuring Support Agreement may be extended if agreed to in writing by counsel to the Debtors and the Required Consenting GenOn Noteholders; *provided*, that any extension of the Milestone relating to the Backstop Approval Order shall require the agreement in writing of counsel to the Backstop Parties; *provided, further*, that any extension of the Milestones set forth in Sections 4(a)(i), (iii), (vi), and (viii) shall require the agreement in writing by counsel to the Required Consenting GAG Noteholders; and

**WHEREAS**, the Parties desire to extend the Milestones consistent with Section 4 of the Restructuring Support Agreement.

**WHEREAS**, the Parties desire and commit to seek entry of each of the Confirmation Order and the 9019 Order (as defined below) on a substantially contemporaneous basis and the Parties acknowledge that entry of each of the Confirmation Order and the 9019 Order are intended to be contingent upon the substantially contemporaneous entry of the other, unless the GenOn Steering Committee consents to the 9019 Order being entered earlier than the Confirmation.

**NOW, THEREFORE**, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

### *AGREEMENT*

**Section 1. Agreements.** The Parties hereby agree to extend the Milestones as follows:

1.01. section 4(a)(viii) shall be extended as follows:

“the effective date of the Plan (the “**Plan Effective Date**”) shall have occurred no later than June 30, 2018 (the “**Extended Plan Effective Date**”); *provided*, that, if regulatory approvals associated with the Restructuring Transactions remain pending as of such date, the Plan Effective Date shall have occurred no later than September 30, 2018 (the “**Extended Outside Date**” and together with the Extended Plan Effective Date, the “**Extended Effective Dates**”); *provided*, that

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<sup>1</sup> Capitalized terms used but not otherwise defined herein have the meaning ascribed to such terms in that certain Restructuring Support and Lock-Up Agreement, dated as of June 12, 2017 (including the Restructuring Term Sheet exhibited thereto, and, as amended by the First Amendment to Restructuring Support and Lock-Up Agreement, this Amendment, and as may be further amended, supplemented, or otherwise modified from time to time, the “**Restructuring Support Agreement**”).

each of the Consenting GenOn Noteholders' and the Consenting GAG Noteholders' consent to the Extended Effective Dates is contingent upon the Bankruptcy Court's entry of (i) the 9019 Order substantially contemporaneously with the Confirmation Order no later than December 14, 2017 and (ii) entry of the Confirmation Order substantially contemporaneously with the 9019 Order, *provided, further*, the 9019 Order may be entered at any time prior to the Confirmation Order if the GenOn Steering Committee consents to such earlier entry."

As used herein, the term "9019 Order" shall mean as follows:

An order (the "**9019 Order**"), pursuant to a motion that the Debtors have filed no later than November 6, 2017, that shall be approved by the Bankruptcy Court on or before December 14, 2017 that:

(A) grants the Holders of Allowed GAG Note Claims an Administrative Claim against Debtor GenOn Energy, Inc. in an amount equal to the value of the treatment afforded to Holders of Allowed Class 5 GAG Notes Claims under the Plan with an amendment to subpart (b) of the definition of GAG Notes Cash Pool contained in the Plan as follows: (b) beginning on the date that is 180 days after the Petition Date, liquidated damages accruing at an annual rate of 9% of the aggregate principal amount of GAG Notes outstanding plus accrued interest as of the Petition Date (the "**GAG Payment**"), which amounts shall be payable monthly in cash in advance by no later than the first business day of each month (provided that any such liquidated damages accrued in the month of December 2017 shall be paid on January 2, 2018) (the "**GAG Administrative Claim**"), which GAG Administrative Claim shall be allowed irrespective of whether the Plan is consummated; *provided, however*, that such GAG Administrative Claim shall be deemed satisfied in full upon receipt by such Holders of GAG Notes Claims of the treatment afforded to Holders of Allowed Class 5 GAG Notes Claims under the Plan, provided that the liquidated damages described in this paragraph were paid pursuant to the 9019 Order (such payment, the "**GAG Payment in Full**"), whether upon consummation of the Plan or at any time before the Effective Date, and from any source, with such payment to be made by the Debtors, in consultation with the GenOn Steering Committee;

(B) requires the Debtors to pay the Holders of Allowed Class 5 GAG Notes Claims the GAG Payment monthly in cash in advance by no later than the first business day of each month (provided that any such liquidated damages accrued in the month of December 2017 shall be paid on January 2, 2018); and

(C) orders that, notwithstanding anything to the contrary in any other agreement or order, (i) upon entry of the 9019 Order, any consent, approval, amendment, waiver, consultation or termination rights under the Plan or the Restructuring Support Agreement granted to the Holders of GAG Notes (including, without limitation, in their capacity as Consenting GAG Noteholders, the GAG Steering Committee or the Requisite Consenting Noteholders, and solely with respect to their GAG Notes



Claims) shall be limited to events, occurrences, or omissions in connection with or related to, including any motion filed by the Debtors or the GenOn Steering Committee seeking, (a) any alteration of the treatment afforded to Holders of Allowed Class 5 GAG Notes Claims under the Plan or the timing of the payment of any such treatment, (b) the invalidation, disallowance, subordination, or untimely payment of the liquidated damages portion, of the GAG Administrative Claim or (c) any alteration or modification to the Extended Effective Dates, (ii) the Debtors are authorized, in consultation with the GenOn Steering Committee, to make the GAG Payment in Full, upon consummation of the Plan or at any time before the Effective Date and (iii) upon the GAG Payment in Full, (x) the Holders of GAG Notes (including, without limitation, in their capacity as Consenting GAG Noteholders, the GAG Steering Committee or the Requisite Consenting Noteholders, and solely with respect to their GAG Notes Claims) shall have no further consent, approval, amendment, waiver, consultation or termination rights under the Plan or the Restructuring Support Agreement, and (y) the GAG Escrow Amount shall be released.

**Section 2. Backstop Extension.** The Parties acknowledge and agree that, to the extent that the maturity date of the Backstop Commitment Letter is extended beyond November 30, 2017, the terms of such extension shall be on otherwise substantially identical terms and allocations as those set forth in the Backstop Commitment Letter.

**Section 3. Effectiveness of This Agreement.** This Agreement shall become effective on the date (such date, the “**Effective Date**”) on which counsel to the Debtors has received signature pages from the parties that comprise the Parties.

**Section 4. Execution of Agreement.** This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

*[Remainder of page intentionally left blank.]*



**Certificate of Service**

I certify that on October 31, 2017, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

*/s/ Zack A. Clement*

\_\_\_\_\_  
One of Counsel

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
	)	
GENON ENERGY, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 17-33695 (DRJ)
	)	
Debtors.	)	(Jointly Administered)
	)	

**PLAN SUPPLEMENT FOR THE SECOND AMENDED JOINT CHAPTER 11 PLAN OF  
REORGANIZATION OF GENON ENERGY, INC. AND ITS DEBTOR AFFILIATES**

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: GenOn Energy, Inc. (5566); GenOn Americas Generation, LLC (0520); GenOn Americas Procurement, Inc. (8980); GenOn Asset Management, LLC (1966); GenOn Capital Inc. (0053); GenOn Energy Holdings, Inc. (8156); GenOn Energy Management, LLC (1163); GenOn Energy Services, LLC (8220); GenOn Fund 2001 LLC (0936); GenOn Mid-Atlantic Development, LLC (9458); GenOn Power Operating Services MidWest, Inc. (3718); GenOn Special Procurement, Inc. (8316); Hudson Valley Gas Corporation (3279); Mirant Asia-Pacific Ventures, LLC (1770); Mirant Intellectual Asset Management and Marketing, LLC (3248); Mirant International Investments, Inc. (1577); Mirant New York Services, LLC (N/A); Mirant Power Purchase, LLC (8747); Mirant Wrightsville Investments, Inc. (5073); Mirant Wrightsville Management, Inc. (5102); MNA Finance Corp. (8481); NRG Americas, Inc. (2323); NRG Bowline LLC (9347); NRG California North LLC (9965); NRG California South GP LLC (6730); NRG California South LP (7014); NRG Canal LLC (5569); NRG Delta LLC (1669); NRG Florida GP, LLC (6639); NRG Florida LP (1711); NRG Lovett Development I LLC (6327); NRG Lovett LLC (9345); NRG New York LLC (0144); NRG North America LLC (4609); NRG Northeast Generation, Inc. (9817); NRG Northeast Holdings, Inc. (9148); NRG Potrero LLC (1671); NRG Power Generation Assets LLC (6390); NRG Power Generation LLC (6207); NRG Power Midwest GP LLC (6833); NRG Power Midwest LP (1498); NRG Sabine (Delaware), Inc. (7701); NRG Sabine (Texas), Inc. (5452); NRG San Gabriel Power Generation LLC (0370); NRG Tank Farm LLC (5302); NRG Wholesale Generation GP LLC (6495); NRG Wholesale Generation LP (3947); NRG Willow Pass LLC (1987); Orion Power New York GP, Inc. (4975); Orion Power New York LP, LLC (4976); Orion Power New York, L.P. (9521); RRI Energy Broadband, Inc. (5569); RRI Energy Channelview (Delaware) LLC (9717); RRI Energy Channelview (Texas) LLC (5622); RRI Energy Channelview LP (5623); RRI Energy Communications, Inc. (6444); RRI Energy Services Channelview LLC (5620); RRI Energy Services Desert Basin, LLC (5991); RRI Energy Services, LLC (3055); RRI Energy Solutions East, LLC (1978); RRI Energy Trading Exchange, Inc. (2320); and RRI Energy Ventures, Inc. (7091). The Debtors’ service address is: 804 Carnegie Center, Princeton, New Jersey 08540.

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## **EXHIBIT A**

### **Form of New Organizational Documents**

This Exhibit A includes the following organizational documents for Reorganized GenOn:

- Exhibit A(i): Form of Certificate of Incorporation for Reorganized GenOn
- Exhibit A(ii): Form of Bylaws for Reorganized GenOn
- Exhibit A(iii): Form of Registration Rights Agreement

**Certain documents, or portions thereof, contained in this Exhibit A and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, subject to the applicable consent rights under the Plan and the Restructuring Support Agreement, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.**

**This Exhibit A is subject to ongoing review, revision, and further negotiation by the parties to the Restructuring Support Agreement including the Debtors, Consenting Noteholders and NRG, who have various consent rights over the final form of this Exhibit A and this Exhibit A may be amended, modified, supplemented, and revised in accordance with those ongoing negotiations.**

**Exhibit A(i)**

Form of Certificate of Incorporation for Reorganized GenOn

**DRAFT**

**FIFTH AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION**

**OF**

**GENON ENERGY, INC.**

Pursuant to the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware (“**Delaware Law**”), GenOn Energy, Inc., a corporation organized under the laws of the State of Delaware, does hereby certify that:

FIRST: The present name of the corporation is GenOn Energy, Inc. (the “**Corporation**”). The Corporation was incorporated on [•] under the name [•], pursuant to Delaware Law.

SECOND: The Fourth Amended and Restated Certificate of Incorporation of the Corporation is hereby amended and restated in its entirety as hereinafter provided for (the “**Fifth Amended and Restated Certificate of Incorporation**”). The Fifth Amended and Restated Certificate of Incorporation herein certified has been duly adopted by the Corporation’s Board of Directors and stockholders in accordance with the provisions of Sections 228, 242 and 245 of Delaware Law. The Fifth Amended and Restated Certificate of Incorporation shall become effective upon filing with the Secretary of State of the State of Delaware.

THIRD: The Fifth Amended and Restated Certificate of Incorporation of the Corporation shall, at the effective time, read as follows:

**ARTICLE 1.  
NAME**

The name of the corporation is GenOn Energy, Inc. (the “**Corporation**”).

**ARTICLE 2.  
REGISTERED OFFICE AND AGENT**

The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, in the County of New Castle, in the State of Delaware 19808. The name of its registered agent at such address is Corporation Service Company.

**ARTICLE 3.  
PURPOSE AND POWERS**

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended (“**Delaware Law**”).

**ARTICLE 4.  
CAPITAL STOCK**

**(A) Authorized Shares**

1. **Classes of Stock.** The total number of shares of stock that the Corporation shall have authority to issue is [•], consisting of [•] shares of Common Stock, par value \$0.01 per share (the “**Common Stock**”), and [•] shares of Preferred Stock, par value \$0.01 per share (the “**Preferred Stock**”).

2. **Preferred Stock.** The Board of Directors is hereby empowered, without any action or vote by the Corporation’s stockholders (except as may otherwise be provided by the terms of any class or series of Preferred Stock then outstanding), to authorize by resolution or resolutions from time to time the issuance of one or more classes or series of Preferred Stock and to fix the designations, powers, preferences and relative, participating, optional or other rights, if any, and the qualifications, limitations or restrictions thereof, if any, with respect to each such class or series of Preferred Stock and the number of shares constituting each such class or series, and to increase or decrease the number of shares of any such class or series to the extent permitted by Delaware Law.

**(B) Voting Rights**

Each holder of Common Stock, as such, shall be entitled to one vote for each share of Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote; *provided* that except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Fifth Amended and Restated Certificate of Incorporation (including any certificate of designations relating to any class or series of Preferred Stock) that relates solely to the terms of one or more outstanding classes or series of Preferred Stock if the holders of such affected class or series are entitled, either separately or together with the holders of one or more other such classes or series, to vote thereon pursuant to this Fifth Amended and Restated Certificate of Incorporation (including any certificate of designations relating to any class or series of Preferred Stock) or pursuant to Delaware Law.

**(C) Dividends**

Subject to the rights of any holders of any class or series of Preferred Stock then outstanding, the holders of Common Stock shall be entitled to the payment of dividends when and as declared by the Board of Directors in accordance with applicable law and to

receive other distributions from the Corporation. Any dividends declared by the Board of Directors to the holders of the then-outstanding Common Stock shall be paid to the holders thereof *pro rata* in accordance with the number of shares of Common Stock held by each such holder as of the record date of such dividend.

**ARTICLE 5.  
BYLAWS**

[The Board of Directors shall have the power to adopt, amend or repeal the bylaws of the Corporation (the “**Bylaws**”).]

The stockholders may adopt, amend or repeal the Bylaws only with the affirmative vote of the holders of not less than [66 <sup>2/3</sup>] % of the voting power of all outstanding securities of the Corporation generally entitled to vote in the election of directors, voting together as a single class.

**ARTICLE 6.  
BOARD OF DIRECTORS**

**(A) Power of the Board of Directors.** The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors.

**(B) Number of Directors.** The number of directors which shall constitute the Board of Directors shall, as of the date this Fifth Amended and Restated Certificate of Incorporation becomes effective, be seven and, thereafter, shall be fixed exclusively by one or more resolutions adopted from time to time solely by the affirmative vote of a [majority] of the Board of Directors.

**(C) Election of Directors.**

(1) Each director shall serve for a term ending on the date of the next annual meeting of stockholders. Notwithstanding the foregoing, each director shall hold office until such director’s successor shall have been duly elected and qualified or until such director’s earlier death, resignation or removal. In no event will a decrease in the number of directors shorten the term of any incumbent director.

(2) There shall be no cumulative voting in the election of directors. Election of directors need not be by written ballot unless the Bylaws so provide.

**(D) Vacancies.** Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director. If there are no directors in office, then an election of directors may be held in accordance with Delaware Law. When one or more directors shall resign from the Board effective as of a future date, a majority of the directors then in office shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as



provided in the filling of other vacancies. Notwithstanding the foregoing, vacancies on the Board of Directors resulting from removal of any director by the stockholders shall be filled by the stockholders, acting at the same special meeting at which such director is removed (or, in the event the removal occurs by written consent, acting by written consent at the same time such director is removed).

**(E) Preferred Stock Directors.** Notwithstanding anything else contained herein, whenever the holders of one or more classes or series of Preferred Stock shall have the right, voting separately as a class or series, to elect directors, the election, term of office, filling of vacancies, removal and other features of such directorships shall be governed by the terms of such class or series of Preferred Stock adopted by resolution or resolutions adopted by the Board of Directors pursuant to Article 4(A) hereto, and such directors so elected shall not be subject to the provisions of this Article 6 unless otherwise provided therein.

**(F) Chairman of the Board of Directors.** The Board of Directors shall elect one of its members as chairman (the “**Chairman of the Board**”). Until the earlier to occur of (x) an Initial Public Offering or (y) the listing of the Common Stock on a National Securities Exchange, the Chairman of the Board shall be an Independent Director. An “**Independent Director**” shall be a director that the Board of Directors in good faith affirmatively determines has no material relationship that would interfere with the exercise of objective judgment in carrying out the responsibilities of a director. A director may not be deemed to be an Independent Director if the individual is currently or within the past five calendar years has been an officer or employee of the Corporation or an Affiliate of the corporation. “**Affiliate**” means, with respect to any person or entity, any other person or entity directly or indirectly controlling, controlled by, or under common control with such other person or entity. For purposes of this definition, “**control**” when used with respect to any person or entity means the power to direct the management and policies of such person or entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms “**controlling**” and “**controlled**” have correlative meanings.

## ARTICLE 7.

### MEETINGS OF STOCKHOLDERS[; STOCKHOLDER APPROVAL RIGHTS]

**(A) Annual Meetings.** Unless directors are elected by written consent in lieu of an annual meeting as permitted by Delaware Law, an annual meeting of stockholders, commencing with the year 201[8], shall be held for the election of directors and to transact such other business as may properly be brought before the meeting. Stockholders may act by written consent to elect directors; *provided*, that if such consent is less than unanimous, such action by written consent may be in lieu of holding an annual meeting only if all of the directorships to which directors could be elected at an annual meeting held at the effective time of such action are vacant and are filled by such action.

**(B) Special Meetings.**

(1) Special meetings of stockholders may be called by the Board of Directors or the Chairman of the Board and shall be called by the Secretary at the request in writing of holders of record of [20]% of the outstanding Common Stock entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding capital stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of stockholders to take the action were delivered to the Corporation as provided in Article 7(B)(2).

(2) Every written consent shall bear the date of signature of each stockholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered in the manner required by this section and Delaware Law to the Corporation, written consents signed by a sufficient number of holders to take action are delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

**(C) [Actions Requiring Stockholder Approval].<sup>1</sup>**

(1) Until the earlier to occur of (x) an Initial Public Offering or (y) the listing of the Common Stock on a National Securities Exchange, the Corporation shall not, and, as applicable, shall not permit any Subsidiary of the Corporation to, take any of the following actions (except to the extent solely between the Corporation and any of its wholly owned subsidiaries or solely between wholly owned subsidiaries of the Corporation) if as of the conclusion of the Review Period, the Corporation has received Non-Approval Notices from holders of 50% or more of the outstanding Common Stock

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<sup>1</sup> Note: This section is under review by the Company and subject to material changes.

in accordance with clause (2) below (the actions set forth below, the “**Negative Approval Actions**”):

(i) issue any Equity Securities of the Corporation, excluding (1) Common Stock and Common Stock Equivalents issued pursuant to any Incentive Plan approved by the Board of Directors, (2) without limiting the rights set forth in clause (v) below, Common Stock issued in connection with any bona fide, arm’s length business acquisition by the Corporation or any of its Subsidiaries, whether by direct or indirect merger, acquisition, consolidation, acquisition of stocks or assets or otherwise or (3) any issuance of Equity Securities in which the holders of Common Stock are offered preemptive rights to purchase such Equity Securities on a pro rata basis;

(ii) issue any Equity Security of any Subsidiary of the Corporation other than to another directly or indirectly wholly owned Subsidiary of the Corporation;

(iii) incur or become obligated (as a guarantor or otherwise) for any Indebtedness in excess of \$[ ] million in the aggregate, excluding any Indebtedness (i) existing on the Effective Date or (ii) under the New Exit Credit Facility (as defined in the Plan) as it may be amended from time to time other than amendments that increase the amount that can be borrowed thereunder;

(iv) make any acquisition (whether by direct or indirect merger, consolidation, acquisition of stock or assets or otherwise), in one transaction or a series of related transactions, of any properties or assets having a fair value in excess of \$[ ] in such transaction or series of related transactions;

(v) make any sale or other disposition (whether by direct or indirect merger, consolidation, sale of stock or assets or otherwise), in one transaction or series of related transactions, of any properties or assets having a fair value in excess of \$[ ] in such transaction or series of related transactions;

(vi) liquidate, dissolve or wind up the Corporation or any of its [material] Subsidiaries;

(vii) enter into any transactions between the Corporation or any of its Subsidiaries, on the one hand, and (A) any person directly or indirectly owning, controlling or holding with power to vote, 5% or more of the Common Stock, or any officer, director or Affiliate of any such person, or (B) any executive officer or director of the Corporation or any of its Subsidiaries or any person that has served as an executive officer or director of the Corporation or any of its Subsidiaries within the prior five years, or any Affiliate of any of the foregoing persons (excluding any compensation arrangements approved by the Board of Directors or a committee of the Board of Directors), or (C) any “associates” or members of the “immediate family” (as such terms are respectively defined in Rule 12b-2 and Rule 16a-1 of the Securities Exchange Act of 1934, as amended

(the “**Exchange Act**”) of any of the Persons referenced in clause (A) or clause (B), on the other hand;

(viii) take any action to list the shares of Common Stock on a National Securities Exchange, or to conduct or consummate an Initial Public Offering unless the Corporation is required to do so pursuant to the Registration Rights Agreement;

(ix) take any action to cause the Corporation to cease filing or furnishing (as applicable) annual, quarterly and current reports with the U.S. Securities and Exchange Commission either voluntarily or as required under the Exchange Act;

(x) redeem, repurchase or otherwise acquire or offer to redeem, repurchase, or otherwise acquire any Equity Securities of the Corporation or any Subsidiary of the Corporation, other than (i) the withholding of shares of Common Stock to satisfy tax obligations with respect to awards granted pursuant to the Incentive Plan, (ii) the acquisition by the Corporation of Common Stock Equivalents (excluding Indebtedness) in connection with the forfeiture of such awards or (iii) as contemplated by the Incentive Plan;

(xi) *[Others – TBD]*; or

(xii) enter into any agreement or other binding obligation to do any of the foregoing.

(2) If the Corporation desires to take or cause to be taken any Negative Approval Action, the Corporation shall notify all holders of Common Stock in writing (the “**Action Notice**”) of its intent to take such action. Each Action Notice shall be in general form, and shall only include such details relating to the proposed Negative Approval Action as the Corporation is able to provide without disclosing any material non-public information (within the meaning of U.S. federal securities laws), and will provide holders of Common Stock with the opportunity to opt-in and receive the necessary details of such action to make an informed decision in determining whether or not to submit a Non-Approval Notice (which details, after a holder of Common Stock opts-in pursuant to the following sentence, may contain material non-public information). Within [10] days of the date of such Action Notice, any holder of Common Stock that desires to opt-in to receive additional information with respect to the proposed Negative Approval action may, at its election, submit a written notice to the Corporation of its election to receive such information and shall execute a confidentiality agreement in form and substance reasonably satisfactory to the Corporation (to the extent such stockholder is then not bound by a confidentiality agreement or similar confidentiality obligations to the Corporation), and upon the receipt of such election notice and confidentiality agreement (if applicable), the Corporation shall promptly (and in any event not later than [15] days after the date of the Action Notice) provide such stockholder with all material terms (as reasonably determined by the Corporation) relating to the proposed Negative Approval Action (it being understood that all stockholders that are provided with additional information in accordance with this clause

with respect to a particular proposed Negative Approval Action shall be provided with the same additional information with respect to such proposed Negative Approval Action). Until the date that is [30] days after the date of the Action Notice (the “**Review Period**”), any holder of Common Stock (including any such holder that does not request additional information with respect to a proposed Negative Approval Action) may submit a written notice (a “**Non-Approval Notice**”) to the Corporation stating that such holder does not approve of the taking of such proposed Negative Approval Action. A Non-Approval Notice shall be deemed to be given in respect of all shares of Common Stock held by the stockholder that submits such Non-Approval Notice.

(3) As used in this Fifth Amended and Restated Certificate of Incorporation, the following terms have the following meanings:

“**Common Stock Equivalents**” means, without duplication, Common Stock and any warrants, options, securities, Indebtedness or other rights exercisable for or convertible or exchangeable into, directly or indirectly, Common Stock or a Common Stock Equivalent whether exercisable, convertible or exchangeable at the time of issuance or upon the passage of time or the occurrence of some future event, including, for greater clarity, restricted stock units, performance stock units or any substantially similar award, whether or not settled in Common Stock or a Common Stock Equivalent, if the value of such award is derived from or measured in part or in full from the market value of the Common Stock or a Common Stock Equivalent.

“**Effective Date**” shall have the meaning given to such term in the Plan.

“**Equity Interest**” means, with respect to any Person, any and all securities, shares, interests, participations or other equivalents, including (i) if such Person is a limited liability company, membership interests (however designated, whether voting or nonvoting) in such limited liability company and any other interest or participation that confers on a person the right to receive a share of the profits and losses of, or distributions of property of, such limited liability company, and (ii) if such Person is a partnership, partnership interests (whether general or limited) and any other interest or participation that confers on a person the right to receive a share of the profits and losses of, or distributions of property of, such partnership.

“**Equity Securities**” means common stock or other equity securities or Equity Interest, including any security, bond, note, Indebtedness, warrant, option or other right or instrument exercisable for or exchangeable or convertible into such equity securities or Equity Interest, including, in the case of the Corporation, Common Stock and Common Stock Equivalents.

“**Incentive Plan**” means any incentive plan approved by the Board of Directors pursuant to which Common Stock, Common Stock Equivalents or any other equity award may be issued to employees, officers and/or directors of the Corporation and its Subsidiaries as incentive compensation.

**“Indebtedness”** means with respect to any Person, without duplication, any liability of such Person (other than liabilities owed solely by the Corporation to any wholly owned subsidiary of the Corporation or by a wholly owned subsidiary of the Corporation to the Corporation or any liabilities owed by one wholly owned subsidiary of the Corporation to another wholly owned subsidiary of the Corporation) (i) for borrowed money, (ii) constituting capitalized lease obligations or incurred or assumed as the deferred purchase price of property or services (in each case excluding trade accounts payable arising in the ordinary course of business), (iii) evidenced by notes, bonds, debentures or other similar instruments, (iv) pursuant to conditional sale obligations and title retention agreements, (v) for the reimbursement of any obligor on any banker’s acceptance, letter of credit or similar credit transaction, (vi) for net cash payment obligations of such Person under swaps, options, derivatives and other hedging arrangements that will be payable upon termination thereof (assuming they were terminated on the date of determination) other than those entered into in the ordinary course of business, or (vii) for Indebtedness of any other Person of the type referred to in clauses (i) through (vi) of this definition which is guaranteed by such Person to the extent of such guarantee.

**“Initial Public Offering”** means the initial underwritten public offering of Common Stock pursuant to a registration statement effective under the Securities Act of 1933, as amended, and the rules and regulations promulgated by the U.S. Securities and Exchange Commission thereunder, after the Effective Date covering a sale of shares of Common Stock to the public.

**“National Securities Exchange”** means The NASDAQ Global Market, The NASDAQ Global Select Market or The New York Stock Exchange (which, for the avoidance of doubt, does not include the NYSE MKT).

**“Person”** or **“person”** means any individual, firm, partnership, company or other entity, and shall include any successor (by merger or otherwise) of such entity.

**“Plan”** means the [Amended Joint Chapter 11 Plan of Reorganization of GenOn Energy, Inc. and its Debtor Affiliates (Docket Nos. 141, 143), as amended from time to time and as approved by the United States Bankruptcy Court for the Southern District of Texas, Houston Division].

**“Registration Rights Agreement”** means the Registration Rights Agreement dated as of [•] by and among the Corporation and the holders of Common Stock party thereto, as amended from time to time.

**“Subsidiary”** of any Person means (i) a corporation a majority of whose outstanding shares of capital stock or other equity interests with voting power, under ordinary circumstances, to elect directors is at the time, directly or indirectly, owned by such Person, by one or more subsidiaries of such Person or by such Person and one or more subsidiaries of such Person, and (ii) any other Person (other than a corporation) in which such Person, a subsidiary of such Person or such Person and one or more subsidiaries of such Person, directly or indirectly, at the date of determination thereof, has



(x) at least a majority ownership interest or (y) the power to elect or direct the election of the directors or other governing body of such Person.

(4) To permit the Corporation to provide an Action Notice, holders of Common Stock shall provide the Secretary of the Corporation the names, contact information and share ownership of each of such holder of Common Stock as of the date of the execution of this Certificate of Incorporation, which they shall update as necessary (including to account for any purchase or transfer of shares of Common Stock), it being understood that the Corporation will rely on any such information for purposes of complying with paragraph (C) of this Article 7 and any action taken by the Corporation after complying with the provisions of paragraph (C)(2) of this Article 7 shall not be subject to challenge on the basis of failure to comply with paragraph (C) of this Article 7 if the Corporation does not have correct or any such updated information regarding the holders of Common Stock. To exercise the objection rights contemplated by this Article 7, holders of Common Stock will be required to present to the Corporation reasonably satisfactory evidence of their share ownership.]

## **ARTICLE 8. INDEMNIFICATION**

**(A) Right to Indemnification.** A director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director to the fullest extent permitted by Delaware Law.

**(B) Right to Indemnification.**

(1) Each person (and the heirs, executors or administrators of such person) who was or is a party or is threatened to be made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation, limited liability company, partnership, joint venture, trust or other enterprise (an “**Indemnitee**”), shall be indemnified and held harmless by the Corporation to the fullest extent permitted by Delaware Law. The right to indemnification conferred in this Article 8 shall also include the right to be paid by the Corporation the expenses incurred in connection with any such proceeding in advance of its final disposition to the fullest extent authorized by Delaware Law. The right to indemnification conferred in this Article 8 shall be a contract right.

(2) The Corporation may, by action of its Board of Directors, provide indemnification to such of the employees and agents of the Corporation to such extent and to such effect as the Board of Directors shall determine to be appropriate and authorized by Delaware Law.

**(C) Insurance.** The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director,

officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any expense, liability or loss incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under Delaware Law.

(D) **Nonexclusivity of Rights.** The rights and authority conferred in this Article 8 shall not be exclusive of any other right that any person may otherwise have or hereafter acquire.

(E) **Preservation of Rights.** Neither the amendment nor repeal of this Article 8, nor the adoption of any provision of this Fifth Amended and Restated Certificate of Incorporation or the Bylaws, nor, to the fullest extent permitted by Delaware Law, any modification of law, shall adversely affect any right or protection of any person granted pursuant hereto existing at, or arising out of or related to any event, act or omission that occurred prior to, the time of such amendment, repeal, adoption or modification (regardless of when any proceeding (or part thereof) relating to such event, act or omission arises or is first threatened, commenced or completed).

(F) **[Jointly Indemnifiable Claims.** Given that certain Jointly Indemnifiable Claims (as defined below) may arise due to the service of an Indemnitee as a director and/or officer of the Corporation at the request of an Indemnitee-Related Entity (as defined below), the Corporation shall be fully and primarily responsible for the payment to the Indemnitee in respect of indemnification or advancement of expenses in connection with any such Jointly Indemnifiable Claims, pursuant to and in accordance with the terms of this Article 8, irrespective of any right of recovery an Indemnitee may have from any Indemnitee-Related Entity. Under no circumstance shall the Corporation be entitled to any right of subrogation against or contribution by an Indemnitee-Related Entity and no right of advancement, indemnification or recovery an Indemnitee may have from any Indemnitee-Related Entity shall reduce or otherwise alter the rights of an Indemnitee or the obligations of the Corporation under this Article 8. In the event that an Indemnitee-Related Entity shall make any payment to the Indemnitee in respect of indemnification or advancement of expenses with respect to any Jointly Indemnifiable Claim, such Indemnitee-Related Entity making such payment shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee against the Corporation, and the Indemnitee shall execute all documents and instruments reasonably required and shall do all things that may be reasonably necessary to secure such rights, including the execution of such documents and instruments as may be necessary to enable such Indemnitee-Related Entity effectively to bring suit to enforce such rights. Each of the Indemnitee-Related Entities shall be third-party beneficiaries with respect to this Article 8(F) and entitled to enforce this Article 8(F).

The term "**Indemnitee-Related Entity**" means any corporation, limited liability company, partnership, joint venture, trust or other enterprise (other than the Corporation or any other corporation, partnership, joint venture, trust or other enterprise for which the Indemnitee has agreed, on behalf of the Corporation or at the Corporation's request, to serve as a director, officer, employee or agent and which service is covered by the



indemnity described herein) from whom an Indemnitee may be entitled to indemnification or advancement of expenses in respect of a matter with respect to which, in whole or in part, the Corporation may also have an indemnification or advancement obligation.

The term “**Jointly Indemnifiable Claims**” shall be broadly construed and shall include, without limitation, any action, suit or proceeding for which an Indemnitee shall be entitled to indemnification or advancement of expenses from both an Indemnitee-Related Entity and the Corporation pursuant to applicable law or any agreement, certificate of incorporation, bylaws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership or comparable organizational documents of the Corporation or an Indemnitee- Related Entity, as applicable.]

## **ARTICLE 9. CORPORATE OPPORTUNITIES**

**(A) [General.** To the fullest extent permitted by law and except as otherwise set forth in this Fifth Amended and Restated Certificate of Incorporation and except as expressly agreed to by a Dual Role Person (as defined below) in a separate instrument signed by a Dual Role Person with the Corporation or any predecessor thereto:

(1) To the extent provided in this Article 9, the Corporation renounces any interest or expectancy of the Corporation or any of its Affiliates (as defined below) in, or in being offered an opportunity to participate in, any Corporate Opportunity (as defined below) about which a Dual Role Person acquires knowledge. Subject to Article 9(A)(3), no Dual Role Person or any of their respective Representatives (as defined below) shall owe any fiduciary duty to, nor shall any Dual Role Person or any of their respective Representatives be liable for breach of fiduciary duty to, the Corporation or any of its stockholders in connection with a Corporate Opportunity (as defined below). No Dual Role Person or any of their respective Representatives shall violate a duty or obligation to the Corporation merely because such person’s conduct furthers such person’s own interest, except as specifically set forth in Article 9(A)(3). Any Dual Role Person or any of their respective Representatives may lend money to, and transact other business with, the Corporation and its Representatives. The rights and obligations of any such person who lends money to, contracts with, borrows from or transacts business with the Corporation or any of its Representatives are the same as those of a person who is not involved with the Corporation or any of its Representatives, subject to other applicable law. No transaction between any Dual Role Person or any of their respective Representatives, on the one hand, and the Corporation or any of its Representatives, on the other hand, shall be voidable solely because any Dual Role Person or any of their respective Representatives has a direct or indirect interest in the transaction. Nothing herein contained shall prevent any Dual Role Person or any of their respective Representatives from conducting any other business, including serving as an officer, director, employee, stockholder, partner or equityholder of any corporation, partnership or limited liability company, a trustee of any trust, an executor or administrator of any estate, or an administrative official of any other business or not-for-profit entity, or from receiving any compensation in connection therewith.

(2) None of any Dual Role Person or any of their respective Representatives shall owe any duty to refrain from (i) engaging in the same or similar activities or lines of business as the Corporation and its Representatives or (ii) doing business with any of the Corporation's or its Representatives' clients, customers, suppliers or others doing business with it or them. In the event that any Dual Role Person or any of their respective Representatives acquires knowledge of a potential transaction or matter that may be a Corporate Opportunity for any Dual Role Person or any of their respective Representatives, on the one hand, and the Corporation or any of its Representatives, on the other hand, such Dual Role Person or Representatives, as the case may be, shall have no duty to communicate or offer such Corporate Opportunity to the Corporation or any of its Representatives, subject to Article 9(A)(3). No Dual Role Person or any of their respective Representatives shall be liable to the Corporation, any of its stockholders or any of its Representatives for breach of any fiduciary duty by reason of the fact that any Dual Role Person or any of their respective Representatives pursues or acquires such Corporate Opportunity for itself, directs such Corporate Opportunity to another person or does not present such Corporate Opportunity to the Corporation or any of its Representatives, subject to Article 9(A)(3).

(3) If a third party presents a Corporate Opportunity to a person who is both a Representative of the Corporation and a Representative of a Dual Role Person, expressly and solely in such person's capacity as a Representative of the Corporation, and such person acts in good faith in a manner consistent with the policy that such Corporate Opportunity belongs to the Corporation, then such person (i) shall be deemed to have fully satisfied and fulfilled any fiduciary duty that such person has to the Corporation as a Representative of the Corporation with respect to such Corporate Opportunity, (ii) shall not be liable to the Corporation, any of its stockholders or any of its Representatives for breach of fiduciary duty by reason of such person's action or inaction with respect to such Corporate Opportunity, (iii) shall be deemed to have acted in good faith and in a manner that such person reasonably believed to be in, and not opposed to, the Corporation's best interests, and (iv) shall be deemed not to have breached such person's duty of loyalty to the Corporation and its stockholders and not to have derived an improper personal benefit therefrom; provided that, in all events, a Dual Role Person may pursue such Corporate Opportunity if the Company shall decide not to pursue such Corporate Opportunity.

(4) For purposes of this Article 9:

(i) **“Corporate Opportunity”** means any business opportunity that the Corporation is financially able to undertake that is, from its nature, in the Corporation's lines of business, is of practical advantage to the Corporation and is one in which the Corporation has an interest or a reasonable expectancy, and in which, by embracing such opportunity, the self-interest of any Dual Role Person or their respective Representatives will be brought into conflict with the Corporation's self-interest.

(ii) **“Dual Role Person”** means any of the following, individually or collectively, other than any person who is an employee of the Corporation or any of its subsidiaries: (A) any stockholder who is an Affiliate of the Corporation and

(B) any person elected, appointed or otherwise serving as a director of the Corporation in accordance with the terms hereof, and, in each case of clauses A and B, any of such entity's or person's Affiliates (other than, if applicable, the Corporation and its subsidiaries).

(iii) “**Representatives**” means, with respect to any entity or person, the directors, officers, employees, general partners or managing member of such person.

**(B) Preservation of Rights.** Neither the amendment nor repeal of this Article 9, nor the adoption of any provision of this Fifth Amended and Restated Certificate of Incorporation or the Bylaws, nor, to the fullest extent permitted by Delaware Law, any modification of law, shall adversely affect any right or protection of any person granted pursuant hereto existing at, or arising out of or related to any event, act or omission that occurred prior to, the time of such amendment, repeal, adoption or modification (regardless of when any proceeding (or part thereof) relating to such event, act or omission arises or is first threatened, commenced or completed).

**(C) Notice of Article.** To the fullest extent permitted by law, any entity or person purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article 9.]

## **ARTICLE 10. AMENDMENTS**

The Corporation reserves the right to amend this Fifth Amended and Restated Certificate of Incorporation in any manner permitted by the Delaware Law and all rights and powers conferred upon stockholders, directors and officers herein are granted subject to this reservation. Notwithstanding the foregoing, the provisions set forth in Articles 4(B), 4(C), 5, 6, 7 (other than Article 7(C)), 8, 9 and this Article 10 may not be repealed or amended in any respect, and no other provision may be adopted, amended or repealed which would have the effect of modifying or permitting the circumvention of the provisions set forth in any of Articles 4(B), 4(C), 5, 6, 7 (other than Article 7(C)), 8, 9 or this Article 10, unless such action is approved by the affirmative vote of the holders of not less than 66 <sup>2</sup>/<sub>3</sub>% of the total voting power of all outstanding securities of the Corporation generally entitled to vote in the election of directors, voting together as a single class.

IN WITNESS WHEREOF, said Corporation has caused this Fifth Amended and Restated Certificate of Incorporation to be signed by its duly authorized officer on this [•] day of [•], 201[•].

GENON ENERGY, INC.

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit A(ii)**

Form of Bylaws for Reorganized GenOn

**AMENDED AND RESTATED BYLAWS**

**OF**

**GENON ENERGY, INC.**

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**ARTICLE 1**

**OFFICES**

Section 1.01. *Registered Office.* The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 1.02. *Other Offices.* The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

Section 1.03. *Books.* The books of the Corporation may be kept within or without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

**ARTICLE 2**

**MEETINGS OF STOCKHOLDERS**

Section 2.01. *Time and Place of Meetings.* All meetings of stockholders shall be held at such place, either within or without the State of Delaware, on such date and at such time as may be determined from time to time by the Board of Directors (or the Chairman of the Board in the absence of a designation by the Board of Directors).

Section 2.02. *Annual Meetings.* Unless directors are elected by written consent in lieu of an annual meeting as permitted by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended (“**Delaware Law**”), an annual meeting of stockholders, commencing with the year [2018], shall be held for the election of directors and to transact such other business as may properly be brought before the meeting. Stockholders may, unless the Fifth Amended and Restated Certificate of Incorporation otherwise provides, act by written consent to elect directors; *provided, however*, that if such consent is less than unanimous, such action by written consent may be in lieu of holding an annual meeting only if all of the directorships to which directors could be elected at an annual meeting held at the effective time of such action are vacant and are filled by such action.

Section 2.03. *Special Meetings.* Special meetings of stockholders may be called by the Board of Directors or the Chairman of the Board and shall be called by the Secretary at the request in writing of holders of record of [20]% of the outstanding capital stock of the Corporation entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Notwithstanding the foregoing, whenever holders of one or more classes or series of preferred stock shall have the right, voting separately as a class or series, to elect directors, such holders may call, pursuant to the terms of such class or series of preferred stock adopted by resolution or resolutions of the Board of Directors as provided in the Fifth Amended and Restated Certificate of Incorporation, special meetings of holders of such preferred stock.

Section 2.04. *Notice of Meetings and Adjourned Meetings; Waivers of Notice.* (a) Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by Delaware Law, such notice shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder of record entitled to vote at such meeting. Unless these Amended and Restated Bylaws otherwise require, when a meeting is adjourned to another time or place (whether or not a quorum is present), notice need not be given of the adjourned meeting if the time, place, if any, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

(b) A written waiver of any such notice signed by the person entitled thereto, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 2.05. *Quorum.* Unless otherwise provided under the Fifth Amended and Restated Certificate of Incorporation or these Amended and Restated Bylaws and subject to Delaware Law, the presence, in person or by proxy, of the holders of a majority of the total voting power of all outstanding

securities of the Corporation generally entitled to vote at a meeting of stockholders shall constitute a quorum for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the chairman of the meeting or a majority in voting interest of the stockholders present in person or represented by proxy may adjourn the meeting, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted that might have been transacted at the meeting as originally notified.

Section 2.06. *Voting.* (a) Unless otherwise provided in the Fifth Amended and Restated Certificate of Incorporation and subject to Delaware Law, each stockholder shall be entitled to one vote for each outstanding share of capital stock of the Corporation held by such stockholder. Any share of capital stock of the Corporation held by the Corporation shall have no voting rights. Except as otherwise provided by law, the Fifth Amended and Restated Certificate of Incorporation or these Amended and Restated Bylaws, in all matters other than the election of directors, the affirmative vote of the holders of a majority of the votes cast at the meeting on the subject matter shall be the act of the stockholders. Abstentions and broker non-votes shall not be counted as votes cast. Subject to the rights of the holders of any class or series of preferred stock to elect additional directors under specific circumstances, as may be set forth in the certificate of designations for such class or series of preferred stock, directors shall be elected by a plurality of the votes of the shares of capital stock of the Corporation present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

(b) Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to a corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, appointed by an instrument in writing, subscribed by such stockholder or by his attorney thereunto authorized, or by proxy sent by cable, telegram or by any means of electronic communication permitted by law, which results in a writing from such stockholder or by his attorney, and delivered to the secretary of the meeting. No proxy shall be voted after three (3) years from its date, unless said proxy provides for a longer period.

Section 2.07. *Action by Consent.* (a) Subject to the rights of the holders of any class or series of preferred stock then outstanding as may be set forth in the certificate of designations for such class or series of preferred stock, unless otherwise provided in the Fifth Amended and Restated Certificate of Incorporation and subject to the proviso in Section 2.02, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding capital stock having not less than the minimum number of votes that



would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of stockholders to take the action were delivered to the Corporation as provided in Section 2.07(b).

(b) Every written consent shall bear the date of signature of each stockholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered in the manner required by this section and Delaware Law to the Corporation, written consents signed by a sufficient number of holders to take action are delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Section 2.08. *Organization.* At each meeting of stockholders, the Chairman of the Board or, in the Chairman's absence, the director designated by the vote of the majority of the directors present at such meeting, shall act as chairman of the meeting. The Secretary (or in the Secretary's absence or inability to act, the person whom the chairman of the meeting shall appoint secretary of the meeting) shall act as secretary of the meeting and keep the minutes thereof.

Section 2.09. *Order of Business.* The order of business at all meetings of stockholders shall be as determined by the chairman of the meeting.

Section 2.10. *Nomination of Directors and Proposal of Other Business.*

(a) *Annual Meetings of Stockholders.* (i) Nominations of persons for election to the Board of Directors or the proposal of other business to be transacted by the stockholders at an annual meeting of stockholders may be made only (A) pursuant to the Corporation's notice of meeting (or any supplement thereto), (B) by or at the direction of the Board of Directors or any committee thereof, (C) as may be provided in the certificate of designations for any class or series of preferred stock or (D) by any stockholder of the Corporation who is a stockholder of record at the time of giving of notice provided for in paragraph (ii) of this Section 2.10(a) and at the time of the annual meeting, who shall be entitled to vote at the meeting and who complies with the procedures set forth in this

Section 2.10(a), and, except as otherwise required by law, any failure to comply with these procedures shall result in the nullification of such nomination or proposal.

(ii) For nominations or other business to be properly brought before an annual meeting of stockholders by a stockholder pursuant to clause (D) of paragraph (i) of this Section 2.10(a), the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation and any such proposed business (other than the nominations of persons for election to the Board of Directors) must constitute a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to, or mailed and received by, the Secretary of the Corporation at the principal executive offices of the Corporation not less than 30 days nor more than 60 days prior to the first anniversary of the preceding year's annual meeting of stockholders; *provided, however*, that in the event that the date of the annual meeting is advanced more than 30 days prior to such anniversary date or delayed more than 30 days after such anniversary date then to be timely such notice must be received by the Corporation no earlier than 60 days prior to such annual meeting and no later than the later of 30 days prior to the date of the meeting or the 10<sup>th</sup> day following the day on which public announcement of the date of the meeting was first made by the Corporation; *provided further*, that, solely for the purposes of the notice requirements under this Section 2.10(a) with respect to the annual meeting of stockholders of the Corporation for [2018], the anniversary of the preceding year's annual meeting of stockholders shall be deemed to be [●], [2017]. In no event shall the adjournment or postponement of any meeting, or any announcement thereof, commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(iii) A stockholder's notice to the Secretary shall set forth (A) as to each person whom the stockholder proposes to nominate for election or reelection as a director: (1) all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934 (as amended (together with the rules and regulations promulgated thereunder), the "**Exchange Act**") (whether or not the Corporation is then subject to Regulation 14A under the Exchange Act) including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected; and (2) a reasonably detailed description of any compensatory, payment or other financial agreement, arrangement or understanding that such person has with any other person or entity other than the Corporation including the amount of any payment or payments received or receivable thereunder, in each case in connection with candidacy or service as a director of the Corporation (a "**Third-Party Compensation Arrangement**"), (B) as to

any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend these Bylaws, the text of the proposed amendment), the reasons for conducting such business and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made and (C) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the proposal is made:

(1) the name and address of such stockholder (as they appear on the Corporation's books) and any such beneficial owner;

(2) for each class or series, the number of shares of capital stock of the Corporation that are held of record or are beneficially owned by such stockholder and by any such beneficial owner;

(3) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to bring such nomination or other business before the meeting;

(4) a description of any agreement, arrangement or understanding between or among such stockholder and any such beneficial owner, any of their respective affiliates or associates, and any other person or persons (including their names) in connection with the proposal of such nomination or other business;

(5) a description of any agreement, arrangement or understanding (including, regardless of the form of settlement, any derivative, long or short positions, profit interests, forwards, futures, swaps, options, warrants, convertible securities, stock appreciation or similar rights, hedging transactions and borrowed or loaned shares) that has been entered into by or on behalf of, or any other agreement, arrangement or understanding that has been made, the effect or intent of which is to create or mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such stockholder or any such beneficial owner [or any such nominee] with respect to the Corporation's securities;

(6) a representation as to whether such stockholder or any such beneficial owner intends or is part of a group that intends to (i) deliver a proxy statement and/or form of proxy to holders of at least the percentage of the voting power of the Corporation's

outstanding capital stock required to approve or adopt the proposal or to elect each such nominee and/or (ii) otherwise to solicit proxies from stockholders in support of such proposal or nomination;

(7) any other information relating to such stockholder, beneficial owner, if any, or director nominee or proposed business that would be required to be disclosed in a proxy statement or other filing required to be made in connection with the solicitation of proxies in support of such nominee or proposal pursuant to Section 14 of the Exchange Act; and

(8) such other information relating to any proposed item of business as the Corporation may reasonably require to determine whether such proposed item of business is a proper matter for stockholder action.

If requested by the Corporation, the information required under clause 2.10(a)(iii)(C)(2), (4) and (5) of the preceding sentence of this Section 2.10 shall be supplemented by such stockholder and any such beneficial owner not later than 10 days after the record date for the meeting to disclose such information as of the record date.

(b) *Special Meetings of Stockholders.* The proposal of business to be transacted by the stockholders at a special meeting of stockholders may be made only pursuant to the Corporation's notice of meeting (or any supplement thereto) (which notice of meeting shall, in the case of a meeting called at the request of stockholders in accordance with Section 2.03, include the proposal or proposals of the requesting stockholders). If the election of directors is included as business to be brought before a special meeting in the Corporation's notice of meeting, then nominations of persons for election to the Board of Directors at a special meeting of stockholders may be made by any stockholder who is a stockholder of record at the time of giving of notice provided for in this Section 2.10(b) and at the time of the special meeting, who shall be entitled to vote at the meeting and who complies with the procedures set forth in this Section 2.10(b). For nominations to be properly brought by a stockholder before a special meeting of stockholders pursuant to this Section 2.10(b), the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation. To be timely, a stockholder's notice shall be delivered to or mailed and received at the principal executive offices of the Corporation (A) not earlier than 60 days prior to the date of the special meeting nor (B) later than the later of 30 days prior to the date of the special meeting or the 10<sup>th</sup> day following the day on which public announcement of the date of the special meeting was first made. A stockholder's notice to the Secretary shall comply with the notice requirements of Section 2.10(a)(iii).

(c) *General.* (i) To be eligible to be a nominee for election as a director, the proposed nominee must provide to the Secretary of the Corporation in accordance with the applicable time periods prescribed for delivery of notice under Section 2.10(a)(ii) or Section 2.10(b): (1) a completed D&O questionnaire (in the form provided by the secretary of the Corporation at the request of the nominating stockholder) containing information regarding the nominee's background and qualifications and such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as a director of the Corporation or to serve as an independent director of the Corporation, (2) a written representation that, unless previously disclosed to the Corporation, the nominee is not and will not become a party to any voting agreement, arrangement or understanding with any person or entity as to how such nominee, if elected as a director, will vote on any issue or that could interfere with such person's ability to comply, if elected as a director, with his/her fiduciary duties under applicable law, (3) a written representation and agreement that, unless previously disclosed to the Corporation pursuant to Section 2.10(a)(iii)(A)(2), the nominee is not and will not become a party to any Third-Party Compensation Arrangement and (4) a written representation that, if elected as a director, such nominee would be in compliance and will continue to comply with the Corporation's corporate governance guidelines as disclosed on the Corporation's website, as amended from time to time. At the request of the Board of Directors, any person nominated by the Board of Directors for election as a director shall furnish to the Secretary of the Corporation the information that is required to be set forth in a stockholder's notice of nomination that pertains to the nominee.

(ii) No person shall be eligible to be nominated by a stockholder to serve as a director of the Corporation unless nominated in accordance with the procedures set forth in this Section 2.10. No business proposed by a stockholder shall be conducted at a stockholder meeting except in accordance with this Section 2.10.

(iii) The chairman of the meeting shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the procedures prescribed by these Bylaws or that business was not properly brought before the meeting, and if he/she should so determine, he/she shall so declare to the meeting and the defective nomination shall be disregarded or such business shall not be transacted, as the case may be. Notwithstanding the foregoing provisions of this Section 2.10, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or other proposed business, such nomination shall be disregarded or such proposed business shall not be transacted, as the case may be, notwithstanding that proxies in respect of such vote may have been received by the Corporation and counted for purposes of determining

a quorum. For purposes of this Section 2.10, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

(iv) Without limiting the foregoing provisions of this Section 2.10, a stockholder shall also comply with all applicable requirements of the Exchange Act with respect to the matters set forth in this Section 2.10; *provided, however*, that any references in these Bylaws to the Exchange Act are not intended to and shall not limit any requirements applicable to nominations or proposals as to any other business to be considered pursuant to this Section 2.10, and compliance with paragraphs (a)(i)(C) and (b) of this Section 2.10 shall be the exclusive means for a stockholder to make nominations or submit other business.

### ARTICLE 3 DIRECTORS

Section 3.01. *General Powers.* Except as otherwise provided in Delaware Law or the Fifth Amended and Restated Certificate of Incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

Section 3.02. *Number, Election and Term of Office.* The number of directors which shall constitute the Board of Directors shall be fixed exclusively by one or more resolutions adopted from time to time solely by the affirmative vote of a majority of the Board of Directors. Each director shall be elected annually at each annual meeting of stockholders (except as provided in Section 2.02 and Section 3.12 herein) to hold office for a term expiring at the next annual meeting of stockholders, with each director to hold office until such director's successor shall have been duly elected and qualified or until such director's earlier death, resignation or removal. In no event will a decrease in the number of directors shorten the term of any incumbent director. There shall be no cumulative voting in the election of directors.

(b) Subject to the rights of the holders of any series of preferred stock to elect additional directors under specific circumstances, directors shall be elected by a plurality of the votes of the shares of capital stock of the Corporation present in person or represented by proxy at the meeting and entitled to vote on the election of directors.



Section 3.03. *Quorum and Manner of Acting.* Unless the Fifth Amended and Restated Certificate of Incorporation or these Amended and Restated Bylaws require a greater number, a majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors and, except as otherwise expressly required by law or by the Fifth Amended and Restated Certificate of Incorporation, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. When a meeting is adjourned to another time or place (whether or not a quorum is present), notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Board of Directors may transact any business which might have been transacted at the original meeting. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat shall adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 3.04. *Time and Place of Meetings.* The Board of Directors shall hold its meetings at such place, either within or without the State of Delaware, and at such time as may be determined from time to time by the Board of Directors (or the Chairman of the Board in the absence of a determination by the Board of Directors).

Section 3.05. *Annual Meeting.* The Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business, as soon as practicable after each annual meeting of stockholders, on the same day and at the same place where such annual meeting shall be held. Notice of such meeting need not be given. In the event such annual meeting is not so held, the annual meeting of the Board of Directors may be held at such place either within or without the State of Delaware, on such date and at such time as shall be specified in a notice thereof given as hereinafter provided in Section 3.07 herein or in a waiver of notice thereof signed by any director who chooses to waive the requirement of notice, subject to the written consent provision in Section 3.09 herein.

Section 3.06. *Regular Meetings.* After the place and time of regular meetings of the Board of Directors shall have been determined and notice thereof shall have been once given to each member of the Board of Directors, regular meetings may be held without further notice being given.

Section 3.07. *Special Meetings.* Special meetings of the Board of Directors may be called by the Chairman of the Board or the President and shall be called by the Chairman of the Board, President or Secretary on the written request of two directors. Notice of special meetings of the Board of Directors shall be given to each director at least three days before the date of the meeting in such manner as is determined by the Board of Directors.

Section 3.08. *Committees.* The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to any of the following matters: (a) approving or adopting, or recommending to the stockholders, any action or matter expressly required by Delaware Law to be submitted to the stockholders for approval or (b) adopting, amending or repealing any bylaw of the Corporation. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Section 3.09. *Action by Consent.* Unless otherwise restricted by the Fifth Amended and Restated Certificate of Incorporation or these Amended and Restated Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions, are filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 3.10. *Telephonic Meetings.* Unless otherwise restricted by the Fifth Amended and Restated Certificate of Incorporation or these Amended and Restated Bylaws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or such committee, as the case may be, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 3.11. *Resignation.* Any director may resign at any time by giving notice in writing or by electronic transmission to the Board of Directors or to the Secretary of the Corporation. The resignation of any director shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.



Section 3.12. *Vacancies.* Unless otherwise provided in the Fifth Amended and Restated Certificate of Incorporation, vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director. If there are no directors in office, then an election of directors may be held in accordance with Delaware Law. When one or more directors shall resign from the Board effective as of a future date, a majority of the directors then in office shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in the filling of other vacancies. Notwithstanding the foregoing, vacancies on the Board of Directors resulting from removal of any director by the stockholders shall be filled by the stockholders, acting at the same special meeting at which such director is removed (or, in the event the removal occurs by written consent, acting by written consent at the same time such director is removed).

Section 3.13. *Removal.* Any director or the entire Board of Directors may be removed, with or without cause, at any time by the affirmative vote of the holders of a majority of the outstanding capital stock of the Corporation then entitled to vote at any election of directors and the vacancies thus created may be filled in accordance with Section 3.12 herein.

Section 3.14. *Compensation.* Unless otherwise restricted by the Fifth Amended and Restated Certificate of Incorporation or these Amended and Restated Bylaws, the Board of Directors shall have authority to fix the compensation of directors, including fees and reimbursement of expenses.

Section 3.15. *Preferred Stock Directors.* Notwithstanding anything else contained herein, whenever the holders of one or more classes or series of preferred stock shall have the right, voting separately as a class or series, to elect directors, the election, term of office, filling of vacancies, removal and other features of such directorships shall be governed by the terms of the resolutions applicable thereto adopted by the Board of Directors pursuant to the Fifth Amended and Restated Certificate of Incorporation, and such directors so elected shall not be subject to the provisions of this Article 3 unless otherwise provided therein.

#### ARTICLE 4 OFFICERS

Section 4.01. *Principal Officers.* The principal officers of the Corporation shall be a Chief Executive Officer, a President, one or more Vice Presidents, a Treasurer and a Secretary who shall have the duty, among other things, to record the proceedings of the meetings of stockholders and directors in a book kept for that purpose. The Corporation may also have such other principal officers, including one or more Controllers, as the Board of Directors may in its

discretion appoint. One person may hold the offices and perform the duties of any two or more of said offices, except that no one person shall hold the offices and perform the duties of President and Secretary.

Section 4.02. *Appointment, Term of Office and Remuneration.* The principal officers of the Corporation shall be appointed by the Board of Directors in the manner determined by the Board of Directors. Each such officer shall hold office until his or her successor is appointed, or until his or her earlier death, resignation or removal. The remuneration of all officers of the Corporation shall be fixed by the Board of Directors. Any vacancy in any office shall be filled in such manner as the Board of Directors shall determine.

Section 4.03. *Subordinate Officers.* In addition to the principal officers enumerated in Section 4.01 herein, the Corporation may have one or more Assistant Treasurers, Assistant Secretaries and Assistant Controllers and such other subordinate officers, agents and employees as the Board of Directors may deem necessary, each of whom shall hold office for such period as the Board of Directors may from time to time determine. The Board of Directors may delegate to any principal officer the power to appoint and to remove any such subordinate officers, agents or employees.

Section 4.04. *Removal.* Except as otherwise permitted with respect to subordinate officers, any officer may be removed, with or without cause, at any time, by resolution adopted by the Board of Directors.

Section 4.05. *Resignations.* Any officer may resign at any time by giving written notice to the Board of Directors (or to a principal officer if the Board of Directors has delegated to such principal officer the power to appoint and to remove such officer). The resignation of any officer shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.06. *Powers and Duties.* The officers of the Corporation shall have such powers and perform such duties incident to each of their respective offices and such other duties as may from time to time be conferred upon or assigned to them by the Board of Directors.

## ARTICLE 5 CAPITAL STOCK

Section 5.01. *Certificates For Stock; Uncertificated Shares.* The shares of the Corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares or a combination of certificated and uncertificated shares. Any such resolution that shares of a class

or series will only be uncertificated shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Except as otherwise required by law, the rights and obligations of the holders of uncertificated shares and the rights and obligations of the holders of shares represented by certificates of the same class and series shall be identical. Every holder of stock represented by certificates shall be entitled to have a certificate signed by, or in the name of the Corporation by the Chairman or Vice Chairman of the Board of Directors, or the Chief Executive Officer, President or Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of such Corporation representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue. The Corporation shall not have power to issue a certificate in bearer form.

Section 5.02. *Transfer of Shares.* Shares of the stock of the Corporation may be transferred on the record of stockholders of the Corporation by the holder thereof or by such holder's duly authorized attorney upon surrender of a certificate therefor properly endorsed or upon receipt of proper transfer instructions from the registered holder of uncertificated shares or by such holder's duly authorized attorney and upon compliance with appropriate procedures for transferring shares in uncertificated form, unless waived by the Corporation.

Section 5.03. *Authority for Additional Rules Regarding Transfer.* The Board of Directors shall have the power and authority to make all such rules and regulations as they may deem expedient concerning the issue, transfer and registration of certificated or uncertificated shares of the stock of the Corporation, as well as for the issuance of new certificates in lieu of those which may be lost or destroyed, and may require of any stockholder requesting replacement of lost or destroyed certificates, bond in such amount and in such form as they may deem expedient to indemnify the Corporation, and/or the transfer agents, and/or the registrars of its stock against any claims arising in connection therewith.

## ARTICLE 6 GENERAL PROVISIONS

Section 6.01. *Fixing the Record Date.* In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing such record date is adopted by the Board of Directors, and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If the

Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day preceding the day on which notice is given, or, if notice is waived, at the close of business on the day preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided* that the Board of Directors may in its discretion or as required by law fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall fix the same date or an earlier date as the record date for stockholders entitled to notice of such adjourned meeting.

In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 6.02. *Dividends.* Subject to limitations contained in Delaware Law and the Fifth Amended and Restated Certificate of Incorporation, the Board of Directors may declare and pay dividends upon the shares of capital stock of the Corporation, which dividends may be paid either in cash, in property or in shares of the capital stock of the Corporation.

Section 6.03. *Year.* The fiscal year of the Corporation shall commence on January 1 and end on December 31 of each year.

Section 6.04. *Corporate Seal.* The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words “Corporate Seal, Delaware”. The seal may be used by causing it or a facsimile thereof to be impressed, affixed or otherwise reproduced.

Section 6.05. *Voting of Stock Owned by the Corporation.* The Board of Directors may authorize any person, on behalf of the Corporation, to attend, vote at and grant proxies to be used at any meeting of stockholders of any corporation (except this Corporation) in which the Corporation may hold stock.

Section 6.06. *Forum.* Unless the Corporation consents in writing to the selection of an alternative forum (an “**Alternative Forum Consent**”), the sole

and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of Delaware Law, the Fifth Amended and Restated Certificate of Incorporation (including any certificate of designations for any class or series of preferred stock) or these Bylaws, in each case, as amended from time to time, or (iv) any action asserting a claim governed by the internal affairs doctrine, shall be the Court of Chancery in the State of Delaware; *provided*, that, in the event that the Court of Chancery in the State of Delaware lacks subject matter jurisdiction over any such action or proceeding, the sole and exclusive forum for such action or proceeding shall be another state or federal court located within the State of Delaware, in all cases subject to the court's having personal jurisdiction over the indispensable parties named as defendants. Any person or entity owning, purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Section 6.06. If any action the subject matter of which is within the scope of this Section 6.06 is filed in a court other than the Court of Chancery in the State of Delaware (or any other state or federal court located within the State of Delaware, as applicable) (a "**Foreign Action**") by or in the name of any stockholder, such stockholder shall be deemed to have consented to (i) the personal jurisdiction of the Court of Chancery in the State of Delaware (or such other state or federal court located within the State of Delaware, as applicable) in connection with any action brought in any such court to enforce this Section 6.06 and (ii) having service of process made upon such stockholder in any such action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder. The existence of any prior Alternative Forum Consent shall not act as a waiver of the Corporation's ongoing consent right as set forth above in this Section 6.06 with respect to any current or future actions or claims.

Section 6.07. *Amendments.* These Bylaws or any of them, may be altered, amended or repealed, or new Bylaws may be made, by the stockholders entitled to vote thereon at any annual or special meeting thereof [or by the Board of Directors]. Unless a higher percentage is required by the Certificate of Incorporation as to any matter that is the subject of these Bylaws, all such amendments must be approved by the affirmative vote of the holders of not less than [66<sup>2/3</sup>] % of the total voting power of all outstanding securities of the Corporation, generally entitled to vote in the election of directors, voting together as a single class[, or by a majority of the Board of Directors].

**Exhibit A(iii)**

Form of Registration Rights Agreement

**REGISTRATION RIGHTS AGREEMENT**

**by and among**

**GENON ENERGY, INC.**

**and**

**THE HOLDERS PARTY HERETO**

**Dated as of [•], 2017**

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## REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this “**Agreement**”) is made as of [•], 2017 by and among GenOn Energy, Inc., a Delaware corporation (the “**Company**”), and each of the holders of Common Stock of the Company party hereto who received such shares pursuant to the Plan of Reorganization (the “**Plan**”) of the Company and certain of its subsidiaries and affiliates under Chapter 11 of Title 11 of the United States Code approved by the United States Bankruptcy Court for the Southern District of Texas. Capitalized terms used but not otherwise defined herein are defined in Section 1 hereof.

### RECITALS:

WHEREAS, the Company proposes to issue the Common Stock pursuant to, and upon the terms set forth in, the Plan to the Holders party hereto; and

WHEREAS, the Board of Directors of the Company has determined it is in the best interests of the Company to provide to the Holders that received Common Stock pursuant to the Plan in any amount representing at least 10.0% of the Common Stock outstanding (or deemed outstanding) on the Effective Date certain arrangements with respect to registration of the Registrable Securities (as defined in Section 1) under the Securities Act.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Company and each of the Holders (as defined in Section 1) hereby agree as follows:

#### 1. Definitions.

(a) As used herein, the following terms have the following meanings:

“**Affiliate**” of any particular Person means any other Person directly or indirectly controlling, controlled by or under common control with such Person; *provided* that funds or accounts managed, advised or sub-advised by any Holder shall also be considered Affiliates of such Holder.

“**Alternative Securities Exchange**” means, excluding any National Securities Exchange, any other securities exchange or over-the-counter quotation system, including, without limitation, the NYSE MKT, the NASDAQ Capital Market, any quotation or other listing service provided by the OTC Markets Group or the Financial Industry Regulatory Authority, Inc., any “pink sheet” or other alternative listing service or any successor or substantially equivalent service to any of the foregoing.

“**Automatic Shelf Registration Statement**” means an “automatic shelf registration statement” as defined in Rule 405 (or any successor rule then in effect) promulgated under the Securities Act.

“**beneficially owned**”, “**beneficial ownership**” and similar phrases have the same meanings as such terms have under Rule 13d-3 and 13d-5 (or any successor rule then in effect)

promulgated under the Exchange Act, except that in calculating the beneficial ownership of any Holder, such Holder shall be deemed to have beneficial ownership of all securities that such Holder has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition. The calculation of beneficial ownership for a Holder shall also include funds or accounts managed, advised or sub-advised by any Holder.

“**Business Day**” means any day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by applicable law or executive order to close.

“**Capital Stock**” means with respect to a corporation, any and all shares, interests or equivalents in capital stock of such corporation (whether voting or nonvoting and whether common or preferred) and any and all warrants, rights (including conversion and exchange rights) and options to purchase any such shares, interests or equivalents (including convertible debt).

“**Commission**” means the United States Securities and Exchange Commission or any successor governmental agency.

“**Common Stock**” means the shares of common stock, par value [\$0.01] per share, of the Company issued on or after the Effective Date.

“**control**” (including the terms “controlling,” “controlled by” and “under common control with”) means, unless otherwise noted, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting shares, by contract, or otherwise.

“**Counsel to the Holders**” means one law firm or other legal counsel to the Holders selected (i) in the case of a Demand Registration, Shelf Registration or Shelf Takedown, by the Holders of a majority of the Registrable Securities initially requesting such Demand Registration, Shelf Registration or Shelf Takedown; and (ii) in the case of a Piggyback Registration, the Holders of a majority of the Registrable Securities included in such Piggyback Registration.

“**EDGAR**” means the Electronic Data Gathering, Analysis and Retrieval System of the Commission.

“**Effective Date**” has the meaning assigned to such term in the Plan.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended from time to time.

“**Excluded Registration**” means (i) a registration relating to the sale of securities to employees of the Company or a Subsidiary pursuant to a stock option, stock purchase, or similar plan; (ii) a registration relating to an SEC Rule 145 transaction; (iii) a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities; or (iv) a registration in

which the only Common Stock being registered is Common Stock issuable upon conversion of debt securities that are also being registered.

“**FINRA**” means the Financial Industry Regulatory Authority or any successor regulatory authority.

“**Free Writing Prospectus**” means any “free writing prospectus” as defined in Rule 405 promulgated under the Securities Act.

“**Follow-On Offering**” means any of the following: (i) a Demand Registration occurring after the consummation of an IPO for an underwritten Public Offering, (ii) an Underwritten Shelf Takedown, or (iii) a Piggyback Registration occurring after the consummation of an IPO for an underwritten Public Offering, in each case where Holders of Registrable Securities are permitted to participate.

“**Holder**” means (i) any Holder that beneficially owns 10% of the issued and outstanding Registrable Securities and is a party to this Agreement or (ii) any other party to any Joinder, in each case, that, together with its Affiliates, beneficially owns 10% of the issued and outstanding Registrable Securities.

“**IPO**” means the initial underwritten Public Offering of the Company’s Capital Stock (other than an Excluded Registration) following the Effective Date of the Plan.

“**Issuer Free Writing Prospectus**” means an issuer free writing prospectus as defined in Rule 433 under the Securities Act.

“**Joinder**” a joinder agreement in the form of Annex A executed and delivered to the Company pursuant to Section 11 hereof.

“**Material Adverse Effect**” means any material adverse effect on the business, properties, assets, operations, results of operations, condition (financial or otherwise) or prospects of the Company and its subsidiaries, taken as a whole.

“**National Securities Exchange**” means the NASDAQ Global Market, the NASDAQ Global Select Market, or the New York Stock Exchange.

“**Person**” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, a governmental entity or any department, agency or political subdivision thereof or any other entity.

“**Public Offering**” means any sale or distribution to the public of Common Stock of the Company pursuant to an offering registered under the Securities Act, whether by the Company, by Holders and/or by any other holders of the Company’s Common Stock.

“**Prospectus**” means the prospectus used in connection with a Registration Statement.

“**Registrable Securities**” means at any time Common Stock of the Company held or beneficially owned by any Holder, including (i) any Common Stock issued pursuant to the Plan or upon the conversion, exercise or exchange, as applicable, of any other securities and/or interests issued pursuant to the Plan and (ii) any shares of Common Stock issued by way of dividend, distribution, split or combination of securities or any recapitalization, merger, consolidation or other reorganization; *provided, however*, that as to any Registrable Securities, such securities shall irrevocably cease to constitute Registrable Securities upon the earliest to occur of: (A) the date on which such securities have been disposed of pursuant to an effective registration statement under the Securities Act; (B) the date on which such securities have been disposed of pursuant to Rule 144; (C) the date on which such securities have been transferred to any Person, other than a Holder or a Person pursuant to Section 11 hereof; and (D) the date on which such securities cease to be outstanding. In addition, such securities shall irrevocably cease to constitute Registrable Securities on the date they are eligible for resale pursuant to Rule 144 or another exemption from the registration requirements of the Securities Act, in each case without restriction or limitation, and without the need for registration under the Securities Act (for the avoidance of doubt such shares shall not cease to be Registrable Securities while they are held by an affiliate (as defined in Rule 144) of the Company or constitute “control” securities).

“**Registration Statement**” means any registration statement filed hereunder or in connection with a Piggyback Registration.

“**Required Holders**” means Holders who collectively have beneficial ownership of at least [(i) in the case of Section 2(a)(i) herein, [•]% of the Common Stock outstanding, and (ii) in all other cases,] 20% of the Common Stock outstanding.

“**Rule 144**” means Rule 144 promulgated under the Securities Act (or any successor rule then in effect).

“**Rule 144A**” means Rule 144A promulgated under the Securities Act (or any successor rule then in effect).

“**Securities Act**” means the Securities Act of 1933, as amended from time to time.

“**Selling Expenses**” means all underwriting discounts, selling commissions, and stock transfer taxes applicable to the sale of Registrable Securities, and fees and disbursements of counsel for any Holder, except for the fees and disbursements of the Counsel to the Holders borne and paid by the Company as provided in Section 8(b).

“**Shelf Registration**” means a registration of securities pursuant to a Registration Statement filed with the Commission in accordance with and pursuant to Rule 415 promulgated under the Securities Act (or any successor rule then in effect).

“**Shelf Takedown**” means an Underwritten Shelf Takedown or another Public Offering pursuant to a Shelf Registration.

(b) Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
Company	Recitals
Company Demand Registration Notice	2(b)
Company Shelf Registration Notice	3(a)
Company Shelf Takedown Notice	3(c)
Demand Registration	2(a)
Demand Registration Notice	2(b)
Demand Shelf Takedown Notice	3(c)
Due Diligence Information	6(a)(x)
End of Suspension Notice	5(b)
Equity Securities	9(a)
Form S-1 Shelf	3(a)
Form S-3 Shelf	3(a)
Lock-Up Agreement	9(a)
Long-Form Registration	2(a)
Losses	10(a)
MNPI	7(e)
Opt-In Election	7(e)
Opt-Out Election	7(e)
Permitted Free Writing Prospectus	7(a)
Piggyback Registration	4(a)
Plan	Recitals
Registration Expenses	8(a)
Required Effective Period	6(a)(iii)
road show	10(a)
Shelf Registration Statement	3(a)
Short-Form Registration	2(a)
Suspension Event	5(b)
Suspension Notice	5(b)
Underwritten Shelf Takedown	3(c)
Withdrawal Request	5(d)

## 2. Demand Registration.

(a) Requests for Registration. At any time after the date that is 180 days after the date hereof,

(i) [prior to the consummation of an IPO, the Required Holders may request one registration under the Securities Act of all or any portion of the Registrable Securities held by such Required Holder(s) (A) on Form S-1 (or any successor form then in effect) (a “**Long-Form Registration**”) or (B) on Form S-3 or any similar short-form registration (a “**Short-Form Registration**”), if available (any registration under this Section 2(a), a “**Demand Registration**”); *provided* that the Registrable Securities to be covered by any such Demand Registration, will not be less than 10% of the outstanding Common Stock of the Company on the date of the request; and]

(ii) at least 180 days following consummation of an IPO, the Required Holders may request Demand Registrations at any time (but no more frequently than once every consecutive 180 calendar day period and no more than [●] total times during the effectiveness of this Agreement); *provided*, that (i) the Registrable Securities to be covered by any such Demand Registration will not be less than 5% of the outstanding Common Stock of the Company on the date of the request and (ii) the reasonably anticipated aggregate offering price to the public of all Registrable Securities for which the Demand Registration has been requested by Required Holders (determined in good faith by the Required Holders requesting the Demand Registration) shall be in excess of \$5 million); *provided, further*, that the Company will not be required to take any action pursuant to this Section 2(a)(ii) of this Agreement if within the consecutive 90 calendar day period preceding the date of a Demand Registration Notice, the Company effected a Demand Registration, Underwritten Shelf Takedown or a Piggyback Registration, such Required Holders received notice of such Demand Registration, Underwritten Shelf Takedown or Piggyback Registration, and such Required Holders were able to register and sell pursuant to such registration at least 50% of the Registrable Securities requested to be included in such registration either at the time of the registration or within 90 calendar days thereafter.

(b) Demand Registration Notices. All requests for Demand Registrations shall be made by giving written notice to the Company (the “**Demand Registration Notice**”). Each Demand Registration Notice shall specify (i) whether such Demand Registration shall be an underwritten Public Offering and (ii) the approximate number of Registrable Securities proposed to be sold in the Demand Registration. The Company shall promptly give written notice (a “**Company Demand Registration Notice**”) of the filing of a Registration Statement pursuant to this Section 2 to all of the Holders within five Business Days after such filing, and, subject to the provisions of Section 2(d) below, shall include in such Demand Registration all Registrable Securities held by Holders on the date of the Company Demand Registration Notice with respect to which the Company has received written requests for inclusion therein within five Business Days after the date of the Company Demand Registration Notice.

(c) Short-Form Registrations. Demand Registrations shall be Short-Form Registrations whenever the Company is permitted to use any applicable short form registration statement under the rules and regulations of the Securities Act, unless the underwriters, in their reasonable discretion, determine that the use of a Long-Form Registration is necessary in order for the successful offering of such Registrable Securities. Promptly after the Company has become eligible to use Form S-3 under the Securities Act, the Company shall use commercially reasonable efforts to make Short-Form Registrations on Form S-3 (or any successor form) available for the resale of Registrable Securities on a continuous or delayed basis.

(d) Priority on Demand Registrations. The Company shall not include in any Demand Registration any securities which are not Registrable Securities without the prior written consent of the Holders of a majority of the Registrable Securities requested to be included in the Demand Registration. If the Demand Registration is an underwritten Public Offering and the managing underwriters for such Demand Registration advise the Company and applicable Holders in writing that in their opinion the number of Registrable Securities and, if permitted hereunder, other securities requested to be included in such Demand Registration exceeds the number of Registrable Securities and other securities, if any, which can be sold without adversely affecting the marketability, proposed offering price range acceptable to the Holders of



a majority of the Registrable Securities requested to be included in the Demand Registration, timing or method of distribution of the offering, the Company shall include in such Demand Registration the number of Registrable Securities which can be sold without such adverse effect in the following order of priority: (i) first, the Registrable Securities requested to be included in such Demand Registration, allocated *pro rata* among the respective Holders of such Registrable Securities on the basis of the number of Registrable Securities owned by each such Holder; and (ii) second, other securities requested to be included in such Demand Registration to the extent permitted hereunder.

(e) Selection of Underwriters. The Holders of a majority of the Registrable Securities initially requesting a Demand Registration which is an underwritten Public Offering shall, after consultation with the Company, have the right to select the managing underwriters to administer the Public Offering (which shall consist of one or more reputable nationally recognized investment banks).

(f) Effective Demand Registration. A registration shall not constitute a Demand Registration unless:

(i) it has been declared effective by the Commission and remains continuously effective for the Required Effective Period;

(ii) if after such Demand Registration has become effective and prior to all of the Registrable Securities registered in such Demand Registration being sold, such registration or the related offer, sale or distribution of Registrable Securities thereunder is interfered with by any stop order, injunction or other order or requirement of the Commission or other governmental agency or court for any reason not attributable to the Holder requesting the Demand Registration and such interference is not eliminated within 45 days thereafter; or

(iii) the conditions specified in the underwriting agreement, if any, entered into in connection with such Demand Registration are not satisfied or waived, other than by reason of a failure on the part of the Holders.

### 3. Shelf Registration.

(a) Requests for Shelf Registration. At any time at least 180 days following consummation of an IPO, the Required Holders may request that the Company file a Registration Statement for a Shelf Registration on Form S-1 covering the resale of the Registrable Securities on a delayed or continuous basis (the “**Form S-1 Shelf**”) or, if available, on Form S-3 (a “**Form S-3 Shelf**”) and, together with the Form S-1 Shelf, a “**Shelf Registration Statement**”) and specify the approximate number of Registrable Securities to be included in such Shelf Registration Statement; *provided*, that (i) the Registrable Securities to be covered by any such Shelf Registration Statement will not be less than 5% of the outstanding Common Stock of the Company on the date of the request and (ii) the reasonably anticipated aggregate offering price to the public of all Registrable Securities to be included on such Shelf Registration Statement (determined in good faith by the Required Holders requesting the Shelf Registration Statement) shall be in excess of \$5 million. The Company shall give written notice (a “**Company Shelf Registration Notice**”) of the filing of the Shelf Registration Statement within five Business

Days of such filing to all Holders of Registrable Securities and shall include in such Shelf Registration Statement all Registrable Securities held by Holders on the date of the Company Shelf Registration Notice with respect to which the Company has received written requests for inclusion therein within 10 Business Days of the date of the Company Shelf Registration Notice. The Shelf Registration Statement shall be effective for a period ending on the earlier of (i) the date on which all Registrable Securities included in such registration have been sold; (ii) the date on which all such securities cease to be Registrable Securities or (iii) the maximum length permitted by the Commission. The Company shall maintain the Shelf Registration Statement in accordance with the terms hereof.

(b) Conversion to Form S-3. The Company shall use commercially reasonable efforts to convert any Form S-1 Shelf to a Shelf Registration Statement on Form S-3 as soon as reasonably practicable after the Company is eligible to use Form S-3.

(c) Requests for Underwritten Shelf Takedowns. At any time and from time to time after the Shelf Registration Statement has been declared effective by the Commission (but no more frequently than once every consecutive 180 calendar day period and no more than [●] total times during the effectiveness of this Agreement), the Required Holders may request to sell all or any portion of their Registrable Securities in an underwritten Public Offering that is registered pursuant to the Shelf Registration Statement (each, an “**Underwritten Shelf Takedown**”); *provided*, that (i) the Registrable Securities to be covered by any such Underwritten Shelf Takedown will not be less than 5% of the outstanding Common Stock of the Company on the date of the request and (ii) the reasonably anticipated aggregate offering price to the public of all Registrable Securities to be sold pursuant to such Underwritten Shelf Takedown (determined in good faith by the Required Holders requesting the Underwritten Shelf Takedown) shall be in excess of \$5 million; *provided, further*, that the Company will not be required to take any action pursuant to this Section 3(c) of this Agreement if within the 90 calendar day period preceding the date of a request for a Underwritten Shelf Takedown, the Company effected a Demand Registration, Underwritten Shelf Takedown or a Piggyback Registration, such Required Holders received notice of such Demand Registration, Underwritten Shelf Takedown or Piggyback Registration, and such Required Holders were able to register and sell pursuant to such registration at least 50% of the Registrable Securities requested to be included in such registration either at the time of the registration or within 30 calendar days thereafter. All requests for Underwritten Shelf Takedowns shall be made by giving written notice to the Company (a “**Demand Shelf Takedown Notice**”). Each Demand Shelf Takedown Notice shall specify the approximate number of Registrable Securities proposed to be sold in the Underwritten Shelf Takedown. Within five Business Days after receipt of any Demand Shelf Takedown Notice, the Company shall give written notice of such requested Underwritten Shelf Takedown to all other Holders which have Registrable Securities included on such Shelf Registration (a “**Company Shelf Takedown Notice**”) and, subject to the provisions of Section 3(d) below, shall include in such Underwritten Shelf Takedown all Registrable Securities with respect to which the Company has received written requests for inclusion therein within five Business Days after sending the Company Shelf Takedown Notice.

(d) Priority on Underwritten Shelf Takedowns. The Company shall not include in any Underwritten Shelf Takedown that is not a Piggyback Registration any securities which are not Registrable Securities without the prior written consent of the Holders of a



majority of the Registrable Securities requested to be included in such Underwritten Shelf Takedown. If the managing underwriters for such Underwritten Shelf Takedown advise the Company and the Holders of Registrable Securities included in the Shelf Takedown in writing that in their opinion the number of Registrable Securities and, if permitted hereunder, other securities requested to be included in such Underwritten Shelf Takedown exceeds the number of Registrable Securities and other securities, if any, which can be sold without adversely affecting the marketability, proposed offering price range acceptable to the Holders of a majority of the Registrable Securities requested to be included in such Underwritten Shelf Takedown, timing or method of distribution of the offering, the Company shall include in such Underwritten Shelf Takedown the number of Registrable Securities which can be so sold in the following order of priority: (i) first, the Registrable Securities requested to be included in such Underwritten Shelf Takedown allocated *pro rata* among the respective Holders of such Registrable Securities on the basis of the number of Registrable Securities owned by each such Holder; and (ii) second, other securities requested to be included in such Underwritten Shelf Takedown to the extent permitted hereunder.

(e) Selection of Underwriters. The Holders of a majority of the Registrable Securities initially requesting an Underwritten Shelf Takedown shall, after consultation with the Company, have the right to select the managing underwriters to administer the Public Offering (which shall consist of one or more reputable nationally recognized investment banks).

#### **4. Piggyback Registration.**

(a) Right to Piggyback. Whenever the Company proposes to file a Registration Statement under the Securities Act or conduct a Shelf Takedown with respect to a Public Offering of any class of the Company's Capital Stock (other than a Demand Registration or an Excluded Registration, a "**Piggyback Registration**"), the Company shall give prompt written notice to all Holders of Registrable Securities of its intention to effect such Piggyback Registration and (i) in the case of a Piggyback Registration that is a Shelf Takedown, such notice shall be given not less than five Business Days prior to the expected date of commencement of marketing efforts for such Shelf Takedown and (ii) in the case of any other Piggyback Registration, such notice shall be given not less than five (5) Business Days after the public filing of such Registration Statement. The Company shall, subject to the provisions of Section 4(b) below, include in such Piggyback Registration, as applicable, all Registrable Securities held by Holders on the date of the notice of Piggyback Registration with respect to which the Company has received written requests for inclusion therein within (i) three Business Days in the case of a Shelf Takedown or otherwise (ii) five Business Days, in each case after the date of the Company's notice; *provided* that the Company may not commence marketing efforts for such Public Offering until after such periods and the inclusion of all such securities requested subject to Section 4(b).

(b) Priority on Piggyback Registrations. For any Piggyback Registration that includes an underwritten Public Offering and the managing underwriters advise the Company in writing that in their reasonable opinion the number of securities requested to be included in such Piggyback Registration exceeds the number of Registrable Securities and other securities, if any, which can be sold without adversely affecting the marketability, proposed offering price range acceptable to the Holders of a majority of the Registrable Securities requested to be included in

such Piggyback Registration, timing or method of distribution of the offering, the Company shall include in such Demand Registration the number of Registrable Securities which can be sold without such adverse effect in the following order of priority: (i) *first*, if the Piggyback Registration includes a primary offering of Company securities for the Company's own account, the securities offered by the Company thereby; (ii) *second*, the Registrable Securities requested to be included in such Piggyback Registration by the Holders allocated *pro rata* among the Holders on the basis of the number of Registrable Securities owned by each Holder; and (iii) *third*, other securities requested to be included in such Piggyback Registration, if any.

(c) Selection of Underwriters. For any Piggyback Registration that includes an underwritten Public Offering, the Company will have the sole right to select the underwriters for the Public Offering, each of which shall be a nationally recognized investment bank, reasonably acceptable to the Holders of a majority of Registrable Securities, if any, to be included in such Public Offering, which approval shall not be unreasonably withheld or delayed.

## 5. Suspensions; Withdrawals; Notices

(a) Suspensions. The Company may postpone, for up to 60 days from the date of the Demand Registration Notice, Underwritten Shelf Takedown Notice or request for a Shelf Registration Statement, the filing or the effectiveness of a Registration Statement for a Demand Registration or Shelf Registration Statement or suspend the use of a Prospectus that is part of a Shelf Registration for up to 60 days from the date of the Suspension Notice (as defined below) and therefore suspend sales of Registrable Securities included therein by providing written notice to the Holders included in such registration if the Company shall have furnished to the Holders a certificate signed by the Chief Executive Officer (or other authorized officer) of the Company stating that the Company's Board of Directors has determined in its reasonable good faith judgment that the offer or sale of Registrable Securities should be suspended; *provided* that the Company may not invoke a delay pursuant to this Section 5(a) more than twice or for more than 60 days in the aggregate, in each case, in any 12 month period. The Company may invoke this Section 5(a) only if the Company's Board of Directors determines in good faith, after consultation with its external advisors or legal counsel, that the offer or sale of Registrable Securities would reasonably be expected to: (i) have a material adverse effect on any proposal or plan by the Company or any of its subsidiaries to engage in any material acquisition of assets or stock (other than in the ordinary course of business) or any material merger, consolidation, tender offer, recapitalization, reorganization or other transaction involving the Company or any of its subsidiaries; or (ii) require premature disclosure of material non-public information that the Company has a bona fide business purpose for preserving as confidential. Furthermore, the Company shall not be required to effect any registration pursuant to this Agreement while awaiting the Commission to declare the effectiveness of a registration statement of the Company.

(b) In the case of an event that causes the Company to suspend the use of a Registration Statement as set forth in Section 5(a) or 6(a)(vi)(A), (a "**Suspension Event**"), the Company shall give a notice to the Holders of Registrable Securities included in such Registration Statement (a "**Suspension Notice**") to suspend sales of the Registrable Securities and such notice shall state that such suspension shall continue only for so long as the Suspension Event or its effect is continuing. The Company shall not include any material non-public information in the Suspension Notice and or otherwise provide such information to a Holder

unless specifically requested by a Holder in writing. A Holder shall not effect any sales of the Registrable Securities pursuant to such Registration Statement (or such filings) at any time after it has received a Suspension Notice from the Company and prior to receipt of an End of Suspension Notice. Holders may recommence effecting sales of the Registrable Securities pursuant to the Registration Statement (or such filings) following further written notice to such effect (an “**End of Suspension Notice**”) from the Company, which End of Suspension Notice shall be given by the Company to the Holders and Counsel to the Holders, if any, promptly following the conclusion of any Suspension Event.

(c) Time Extension. Notwithstanding any provision herein to the contrary, if the Company gives a Suspension Notice with respect to any Registration Statement pursuant to this Section 5, the Company agrees that it shall (i) extend the Required Effective Period which such Registration Statement shall be maintained effective pursuant to this Agreement by the number of days during the period from the date of receipt by the Holders of the Suspension Notice to and including the date of receipt by the Holders of the End of Suspension Notice; and (ii) provide copies of any supplemented or amended prospectus necessary to resume sales, with respect to each Suspension Event; *provided* that such period of time shall not be extended beyond the date that there are no longer Registrable Securities covered by such Registration Statement.

(d) Withdrawal Requests. At any time prior to the effective date of a Registration Statement, the Required Holders may withdraw such demand or request for registration (“**Withdrawal Request**”) by providing written notice of such withdrawal to the Company. A Withdrawal Request shall count as one of the permitted Demand Registrations or Underwritten Shelf Takedowns hereunder unless: (i) such withdrawal arose out of the fault of the Company; (ii) in the reasonable judgment of the Required Holders, a Material Adverse Effect has occurred; (iii) a Suspension Notice was delivered to the Holders; or (iv) the managing underwriters advise that the amount of Registrable Securities to be sold in such offering be reduced by more than 25% of the Registrable Securities to be included in such Registration Statement. The Company shall pay all Registration Expenses in connection with any Registration Statement subject to a Withdrawal Request. Any Holder may withdraw its request for inclusion of Registrable Securities in a Registration Statement by giving written notice to the Company of its intention to remove its Registrable Securities from such Registration Statement within two Business Days before the earlier of (i) the expected date of the commencement of marketing efforts for the Public Offering in connection with such Registration Statement or (ii) the effectiveness of the Registration Statement.

(e) Limitation of Notices. Notwithstanding anything to the contrary contained in this Agreement, upon the consummation of two Follow-On Offerings, the Company shall only be required to give any notices under this Agreement to Holders of Registrable Securities that the Company has actual knowledge (it being acknowledged that the Company may rely on filings, if any, made by Holders with the Commission on Schedules 13D or 13G) beneficially own at least 10% of the Common Stock outstanding on the date such notice is to be given.

**6. Company Undertakings.**

(a) Whenever Registrable Securities are registered pursuant to this Agreement, the Company shall use commercially reasonable efforts to effect the registration and the sale of such Registrable Securities as soon as reasonably practicable in accordance with the intended method of disposition thereof, and pursuant thereto the Company shall as promptly as reasonably practicable:

(i) prepare and file with the Commission a Registration Statement with regard to such Registrable Securities as soon as reasonably practicable but not later than (i) in the case of a Demand Registration pursuant to Section 2(a)(i) of this Agreement, 90 days, and (ii) in all other cases, 60 days, of its receipt of an applicable notice from the Required Holders (unless the Registration Statement would be required pursuant to the rules and regulations of the Securities Act to include any audited or unaudited consolidated or pro forma financial statements that are not then currently available, in which case, promptly after such financial statements are available) and use commercially reasonable efforts to cause such Registration Statement to become effective as soon thereafter as is reasonably practicable;

(ii) notify each Holder of the effectiveness of each Registration Statement and prepare and file with the Commission such amendments and supplements to such Registration Statement as may be necessary to keep such Registration Statement effective for a period of not less than (A) 90 days in the case of a Demand Registration that is not a Shelf Registration or (B) in the case of a Shelf Registration, until the date on which all Registrable Securities have been sold pursuant to the Shelf Registration or have otherwise ceased to be Registrable Securities, (or, in each case, if sooner, until all Registrable Securities have been sold under such Registration Statement), and comply with the provisions of the Securities Act (including by preparing and filing with the Commission any Prospectus or supplement to be used in connection therewith) with respect to the disposition of all securities covered by such Registration Statement during such period in accordance with the intended methods of disposition by the Holders as set forth in such Registration Statement (each such period as applicable, the “**Required Effective Period**”);

(iii) furnish to each seller of Registrable Securities, and the managing underwriters, without charge, such number of copies of the applicable Registration Statement, each amendment and supplement thereto, the Prospectus included in such Registration Statement (including each preliminary Prospectus, final Prospectus, and any other Prospectus (including any Prospectus filed under Rule 424, Rule 430A or Rule 430B promulgated under the Securities Act and any Issuer Free Writing Prospectus)), all exhibits and other documents filed therewith and such other documents as such seller or such managing underwriters may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such seller, and upon request, a copy of any and all transmittal letters or other correspondence to or received from, the Commission or any other governmental authority relating to such offer;

(iv) use commercially reasonable efforts to (A) register or qualify such Registrable Securities under such other securities or blue sky laws of such jurisdictions as any seller reasonably requests in writing, (B) keep such registration or qualification in effect for so long as such Registration Statement remains in effect, and (C) to do any and all other acts and

things which may be reasonably necessary or advisable to enable such seller to consummate the disposition in such jurisdictions of the Registrable Securities owned by such seller (*provided* that the Company shall not be required to (x) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subsection, (y) subject itself to taxation in any such jurisdiction or (z) consent to general service of process in any such jurisdiction);

(v) notify each seller of such Registrable Securities, the managing underwriters and Counsel to the Holders (A) at any time when a Prospectus relating to the applicable Registration Statement is required to be delivered under the Securities Act, (1) upon discovery that, or upon the happening of any event as a result of which, such Registration Statement, or the Prospectus or Issuer Free Writing Prospectus relating to such Registration Statement, or any document incorporated or deemed to be incorporated therein by reference contains an untrue statement of a material fact or omits any material fact necessary to make the statements in the Registration Statement or the Prospectus or Issuer Free Writing Prospectus relating thereto not misleading or otherwise requires the making of any changes in such Registration Statement, Prospectus, Issuer Free Writing Prospectus or document, and, at the request of any such seller, the Company shall promptly prepare a supplement or amendment to such Prospectus or Issuer Free Writing Prospectus, furnish a reasonable number of copies of such supplement or amendment to each seller of such Registrable Securities, Counsel to the Holders and the managing underwriters and file such supplement or amendment with the Commission so that, as thereafter delivered to the purchasers of such Registrable Securities, such Prospectus or Issuer Free Writing Prospectus as so amended or supplemented shall not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading, (2) as soon as the Company becomes aware of any comments or inquiries by the Commission or any requests by the Commission or any Federal or state governmental authority for amendments or supplements to a Registration Statement or related Prospectus or Issuer Free Writing Prospectus covering Registrable Securities or for additional information relating thereto, (3) as soon as the Company becomes aware of the issuance or threatened issuance by the Commission of any stop order suspending or threatening to suspend the effectiveness of a Registration Statement covering the Registrable Securities or (4) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any Registrable Security for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose; and (B) when each Registration Statement or any amendment thereto has been filed with the Commission and when each Registration Statement or the related Prospectus or Issuer Free Writing Prospectus or any Prospectus supplement or any post-effective amendment thereto has become effective;

(vi) use commercially reasonable efforts to cause all such Registrable Securities (A) if the Common Stock is then listed on a National Securities Exchange or Alternative Securities Exchange, to continue to be so listed or included, (B) if the Registrable Securities are to be distributed in an underwritten Public Offering and the Common Stock is not then listed on a National Securities Exchange or an Alternative Securities Exchange, to, as promptly as practicable (subject to the limitations set forth in the Plan), be listed on a National Securities Exchange or an Alternative Securities Exchange, and (C) to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the sellers thereof to consummate the disposition of the Registrable Securities;



(vii) provide and cause to be maintained a transfer agent and registrar for all such Registrable Securities from and after the effective date of the applicable Registration Statement;

(viii) in connection with any underwritten Public Offering (including an Underwritten Shelf Takedown):

(A) enter into and perform under such customary agreements (including underwriting agreements in customary form, including customary representations and warranties and provisions with respect to indemnification and contribution) and take all such other actions as the Holders of a majority of the Registrable Securities being sold or the underwriters, if any, reasonably request in order to expedite or facilitate the disposition of such Registrable Securities (including effecting a stock split, a combination of shares, or other recapitalization) and provide reasonable cooperation, including causing appropriate officers to attend and participate in “road shows” and analyst or investor presentations and such other selling or other informational meetings organized by the underwriters, if any (taking into account the needs of the Company’s businesses and the responsibilities of such officers with respect thereto and the requirement of the marketing process);

(B) use commercially reasonable efforts to obtain and cause to be furnished to the managing underwriters a signed counterpart of (i) one or more comfort letters from the Company’s independent public accountants in customary form and covering such matters of the type customarily covered by comfort letters and (ii) a legal opinion (and negative assurance letter) of counsel to the Company addressed to the relevant underwriters, in each case in customary form and covering such matters of the type customarily covered by such letters as the managing underwriters included in such underwritten Public Offering reasonably request;

(ix) upon reasonable notice and at reasonable times during normal business hours, make available for inspection by any Holder covered by the applicable Registration Statement, Counsel to the Holders, any underwriter participating in any disposition pursuant to such registration, as applicable, and any other attorney or accountant retained by such Holder or underwriter, all financial and other records and pertinent corporate documents of the Company, and cause the Company’s officers, directors, employees and independent accountants to supply all information reasonably requested by any such Holder, underwriter, attorney or accountant in connection with such Registration Statement or Shelf Takedown, as applicable, and make themselves available at mutually convenient times to discuss the business of the Company and other matters reasonably requested by any such Holders, sellers, underwriter or agent thereof in connection with such Registration Statement as shall be necessary (subject to the Company’s compliance with Regulation FD) to enable them to exercise their due diligence responsibility, as applicable (any information provided under this Section 6(a)(x), “**Due Diligence Information**”); *provided* that the Company shall not provide any Due Diligence

Information to a Holder unless such Holder explicitly requests such Due Diligence Information in writing. [NTD: consider limiting this as it is broad and likely impracticable for each Holder to have this inspection right at any given time; typically this would be limited to underwriters]

(x) permit any Holder which in its reasonable judgment might be deemed to be an Affiliate of the Company, Counsel to the Holders, any underwriter participating in any disposition pursuant to a Registration Statement, and any other attorney, accountant or other agent retained by such Holder or underwriter, to participate (including, but not limited to, reviewing, commenting on and attending all meetings) in the preparation of such Registration Statement and any Prospectus supplements relating to a Shelf Takedown, if applicable;

(xi) in the event of the issuance or threatened issuance of any stop order suspending the effectiveness of a Registration Statement, or of any order suspending or preventing the use of any related Prospectus or suspending the qualification of any Common Stock included in such Registration Statement for sale in any jurisdiction, the Company shall use commercially reasonable efforts to (A) prevent the issuance of any such stop order, and in the event of such issuance, to obtain the withdrawal of such order and (B) obtain the withdrawal of any order suspending or preventing the use of any related Prospectus or Issuer Free Writing Prospectus or suspending qualification of any Registrable Securities included in such Registration Statement for sale in any jurisdiction at the earliest practicable date;

(xii) promptly notify in writing the participating Holders, the sales or placement agent, if any, therefor and the managing underwriters of the securities being sold: (A) when such Registration Statement or related Prospectus or Free Writing Prospectus or any Prospectus amendment or supplement or post-effective amendment has been filed, and, with respect to any such Registration Statement or any post-effective amendment, when the same has become effective; and (B) of any written comments by the Commission and by the blue sky or securities commissioner or regulator of any state with respect thereto;

(xiii) (A) prepare and file with the Commission such amendments and supplements to each Registration Statement as may be necessary to comply with the provisions of the Securities Act, including post effective amendments to each Registration Statement as may be necessary to keep such Registration Statement continuously effective for the applicable time period required hereunder and, if applicable, file any Registration Statements pursuant to Rule 462(b) promulgated under the Securities Act; (B) cause the related Prospectus to be supplemented by any required Prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 (or any similar provisions then in force) promulgated under the Securities Act; (C) comply with the provisions of the Securities Act and the Exchange Act and any applicable securities exchange or other recognized trading market with respect to the disposition of all securities covered by such Registration Statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such Registration Statement as so amended or in such Prospectus as so supplemented; and (D) provide additional information related to each Registration Statement as requested by, and obtain any required approval necessary from, the Commission or any Federal or state governmental authority;

(xiv) cooperate with each Holder and each underwriter, if any, participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with FINRA;

(xv) within the deadlines specified by the Securities Act, make all required filing fee payments in respect of any Registration Statement or Prospectus used under this Agreement (and any Public Offering covered thereby);

(xvi) in the case of certificated Registrable Securities, cooperate with the participating Holders of Registrable Securities and the managing underwriters to facilitate the timely preparation and delivery of certificates (not bearing any legends) representing Registrable Securities to be sold after receiving written representations from each participating Holder that the Registrable Securities represented by the certificates so delivered by such Holder will be transferred in accordance with the Registration Statement, and enable such Registrable Securities to be in such denominations and registered in such names as the Holders or managing underwriters may reasonably request at least two Business Days prior to any sale of Registrable Securities; and

(xvii) use commercially reasonable efforts to take all other actions deemed necessary or advisable in the reasonable judgment of the Company to effect the registration and sale of the Registrable Securities contemplated hereby.

(b) The Company shall hold in confidence and not make any disclosure of information concerning a Holder provided to the Company and reasonably requested to be held in confidence unless (i) disclosure of such information is necessary to comply with federal or state securities laws, (ii) the disclosure of such information is necessary to avoid or correct a misstatement or omission in any Registration Statement, (iii) the release of such information is ordered pursuant to a subpoena or other final, non-appealable order from a court or governmental body of competent jurisdiction, or (iv) such information has been made generally available to the public other than by disclosure in violation of this Agreement or any other agreement. The Company agrees that it shall, upon learning that disclosure of such information concerning a Holder is sought in or by a court or governmental body of competent jurisdiction or through other means, give prompt written notice to such Holder and allow such Holder, at the Holder's expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, such information.

(c) As of the date hereof and except as provided pursuant to the Plan, the Company represents and warrants that it is not a party to, or otherwise subject to, any other agreement granting registration rights to any other Person with respect to any securities of the Company, including securities convertible, exercisable or exchangeable into or for shares of any Capital Stock of the Company.

(d) With a view to making available certain rules and regulations of the Commission that may permit the sale of the Registrable Securities to the public without registration, after the date hereof and until such date as no Holder owns any Registrable Securities, the Company agrees to:



(i) following the Public Reporting Date, use commercially reasonable efforts to continue to file in a timely manner all reports and other documents required, if any, to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted thereunder;

(ii) make available information necessary to comply with Section 4(a)(7) under the Securities Act and Rule 144, Rule 144A and Regulation S promulgated under the Securities Act, if available, with respect to resales of the Registrable Securities under the Securities Act, at all times, all to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Section 4(a)(7), Rule 144, Rule 144A and Regulation S promulgated under the Securities Act, as may be amended from time to time, or any other similar rules or regulations now existing or hereafter adopted by the Commission; and

(iii) upon the reasonable written request of any Holder, the Company will deliver to such Holder a written statement as to whether the Company has complied with such information requirements, and, if not, the specific reasons for non-compliance.

(e) The Company agrees that nothing in this Agreement shall prohibit the Holders, at any time and from time to time, from selling or otherwise transferring Registrable Securities pursuant to a private placement or other transaction which is not registered pursuant to the Securities Act.

(f) The Company shall use its commercially reasonable efforts to assist a market maker to sponsor the Common Stock and such market maker will cause the Common Stock to be quoted on the OTCQX market as promptly as practicable after the Effective Date and shall thereafter use its commercially reasonable efforts to maintain such quotations; *provided, however,* that if the Common Stock is listed on a National Securities Exchange or an Alternative Securities Exchange, the Company need not maintain such quotation for such time as the Common Stock is listed on such National Securities Exchange or Alternative Securities Exchange.

## 7. Holder Undertakings

(a) Free Writing Prospectuses. Each Holder represents that it has not prepared or had prepared on its behalf or used or referred to, and agrees that it will not prepare or have prepared on its behalf or used or refer to, any Free Writing Prospectus, and has not distributed and will not distribute any written materials in connection with the offer or sale of Common Stock without the prior written consent of the Company and, in connection with any underwritten Public Offering, the underwriters. Any such Free Writing Prospectus consented to by the Company and the underwriters, as the case may be, is hereinafter referred to as a “**Permitted Free Writing Prospectus**.” The Company represents and agrees that it has treated and will treat, as the case may be, each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus, including in respect of timely filing with the Commission, legending and record keeping.

(b) Information for Inclusion. Each selling Holder that has requested inclusion of its Registrable Securities in any Registration Statement shall furnish to the Company such information regarding such Holder and its plan and method of distribution of such Registrable Securities as the Company may, from time to time, reasonably request in writing. The Company may refuse to proceed with the registration of such Holder's Registrable Securities if such Holder unreasonably fails to furnish such information within a reasonable time after receiving such request.

(c) Underwritten Public Offering Participation. No Person may participate in any underwritten Public Offering hereunder unless such Person (i) agrees to sell such Person's securities on the basis provided in any underwriting arrangements in customary form entered into pursuant to this Agreement and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements; *provided* that no Holder included in any underwritten registration shall be required to make any representations or warranties to the Company or the underwriters (other than (A) representations and warranties regarding (1) such Holder's ownership of its Registrable Securities to be sold or transferred, (2) such Holder's power and authority to effect such transfer, and (3) such matters pertaining to compliance with securities laws as may be reasonably requested by the Company or the underwriters, and (B) such other representations, warranties and other provisions relating to such Holder's participation in such Public Offering as may be reasonably requested by the underwriters) or to undertake any indemnification obligations to the Company with respect thereto, except as otherwise provided in Section 10(b) hereof, or to the underwriters with respect thereto, except to the extent of the indemnification being given to the underwriters and their controlling Persons in Section 10(b) hereof.

(d) Price and Underwriting Discounts. In the case of an underwritten Demand Registration or Underwritten Shelf Takedown requested by Holders pursuant to this Agreement, the price, underwriting discount and other financial terms of the related underwriting agreement for the Registrable Securities shall be determined by the Holders representing a majority of the Registrable Securities included in such underwritten Public Offering.

(e) Notice Opt-In and Opt-Out. Notwithstanding anything to the contrary in this Agreement, until a Holder makes an affirmative written election, the Company shall not be required to and shall not deliver any notice or any information to such Holder that would reasonably be expected to constitute material non-public information, including any applicable notices or other information under this Agreement. Upon receipt of written election to receive such notices or information (an "**Opt-In Election**") the Company shall be required to and shall provide to the Holder all applicable notices or information pursuant to this Agreement from the date of such Opt-In Election. At any time following a Holder making an Opt-In Election, such Holder may also make a written election to no longer receive any such notices or information (an "**Opt-Out Election**"), which election shall cancel any previous Opt-In Election, and, following receipt of such Opt-Out Election, the Company shall not be required to, and shall not, deliver any such notice or information to such Holder from the date of such Opt-Out Election. An Opt-Out Election may state a date on which it expires or, if no such date is specified, shall remain in effect indefinitely. A Holder who previously has given the Company an Opt-In Election or Opt-Out Election may revoke such election at any time, and there shall be no limit on the ability of a

Holder to issue and revoke subsequent Opt-In Elections and Opt-Out Elections. Should any Holder have made an Opt-In Election and have received a notice or any information that would reasonably be expected to constitute material non-public information (“MNPI”), such Holder agrees that it shall treat such MNPI as confidential and shall not disclose or use such MNPI, in each case, without the prior written consent of the Company until such time as such MNPI is or becomes available to the public generally, other than as a result of disclosure by the Holder in breach of the terms of this Agreement; *provided* that a Holder may deliver or disclose MNPI (A) to its Representatives but solely to the extent such disclosure reasonably relates to its evaluation of exercise of its rights under this Agreement and the sale of any Registrable Securities in connection therewith, such Representatives are bound by confidentiality agreements adopted in good faith to protect confidential information of third parties delivered to such Holder and the Holder remains responsible under this Agreement for any breach of such confidentiality obligations by its Representatives; (B) when disclosure of such information is required by court or administrative order or is necessary to respond to inquiries of regulatory authorities; (C) when disclosure of such information is required by law (including any disclosure requirements pursuant to federal securities laws in connection with the filing of any Registration Statement or the use of any Prospectus referred to in this Agreement); (D) when such information becomes generally available to the public other than as a result of a breach of this Agreement or (E) when such information becomes available to any such person from a source other than the Company and such source is not bound by a confidentiality agreement.

## 8. Registration Expenses.

(a) Expenses. All fees and expenses incurred by the Company in connection with this Agreement (“**Registration Expenses**”) will be borne by the Company. These fees and expenses will include without limitation (i) stock exchange, Commission, FINRA and other registration and filing fees, (ii) all fees and expenses incurred in connection with complying with any securities or blue sky laws (including reasonable fees, charges and disbursements of counsel in connection with blue sky qualifications of the Registrable Securities), (iii) all printing, messenger and delivery expenses, (iv) the fees, charges and disbursements of counsel to the Company and of its independent public accountants and any other accounting and legal fees, charges and expenses incurred by the Company (including any expenses arising from any special audits or “comfort letters” required in connection with or incident to any registration) and other Persons retained by the Company, (v) the fees and expenses incurred in connection with the listing of the Registrable Securities on a National Securities Exchange or an Alternative Securities Exchange, and (vi) reasonable fees and expenses of any underwriter (for an underwritten offering permitted by the terms of this Agreement) excluding discounts and commissions. For the avoidance of doubt, Registration Expenses shall not include Selling Expenses.

(b) Reimbursement of Counsel. The Company will also reimburse or pay, as the case may be, the Holders of Registrable Securities included in such registration for the reasonable fees and out-of-pocket expenses of the Counsel to the Holders relating to or in connection with any action taken pursuant to this Agreement within 30 calendar days of presentation of an invoice approved by such Holders and disbursements of each additional counsel retained by any Holder for the purpose of rendering a legal opinion on behalf of such Holder in connection with any underwritten Public Offering if the managing underwriters of

such Public Offering or the Company reasonably request such legal opinion and Counsel to the Holders cannot reasonably provide such legal opinion due to legal jurisdiction or otherwise.

## 9. Lock-Up Agreements.

(a) Lock-Up Agreements and Market Stand-Off. If required by the Holders of a majority of the Registrable Securities participating in an underwritten Public Offering and requested by the managing underwriters of such Public Offering:

(i) In the absence of any Lock-Up Agreement entered by a Holder, each holder of Registrable Securities agrees, that in connection with the Company's IPO, such Holder shall not (A) offer, sell, contract to sell, pledge or otherwise dispose of (including sales pursuant to Rule 144 or Section 1145 of the Bankruptcy Code), directly or indirectly, any Capital Stock of the Company (including Capital Stock of the Company that may be deemed to be owned beneficially by such holder in accordance with the rules and regulations of the Commission) (collectively, "**Equity Securities**"), (B) enter into a transaction which would have the same effect as described in clause (A) above, (C) enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences or ownership of any Equity Securities, whether such transaction is to be settled by delivery of such Equity Securities, in cash or otherwise (each of (A), (B) and (C) above, a "Sale Transaction"), or (D) publicly disclose the intention to enter into any Sale Transaction, from the date on which a preliminary prospectus has been circulated for such IPO to the date that is 180 days following the date of the final prospectus for such IPO, unless the underwriters managing the Public Offering otherwise agree in writing; *provided* that if the Lock-Up Agreement entered by participating Holders in any Public Offering pursuant to Section 9(a)(ii) of this Agreement is any less restrictive than the foregoing provisions, then such less restrictive provisions shall apply; *provided further* that the foregoing provisions shall only be applicable to the Holders if all stockholders, officers and directors are treated similarly with respect to any release prior to the termination of the restricted period such that if any such persons are released, then all Holders shall also be released to the same extent on a *pro rata* basis; and

(ii) each of the Holders participating in an underwritten Public Offering shall enter into a lock-up agreement with the managing underwriters of such Public Offering to not make any sale or other disposition of any of the Company's Capital Stock owned by such Holder (a "**Lock-Up Agreement**"), such agreement to be in customary form and substance with customary exceptions; *provided* that all executive officers and directors of the Company and the Holders requesting such Lock-Up Agreements are bound by and have entered into substantially similar Lock-Up Agreements.

(iii) The Company may impose stop-transfer instructions with respect to the shares of Common Stock (or other securities) subject to the restrictions set forth in this Section 9(a) until the end of the applicable period of the Lock-Up Agreement.

(b) Company Lock-Up. In connection with any underwritten Public Offering, and upon the reasonable request of the managing underwriters, the Company shall: (i) agree to a customary lock-up provision applicable to the Company in an underwriting agreement as reasonably requested by the managing underwriters; and (ii) cause each of its executive officers

and directors to enter into Lock-Up Agreements, in each case, in customary form and substance, and with exceptions that are customary, for an underwritten Public Offering.

#### **10. Indemnification; Contribution.**

(a) Indemnification by the Company. The Company agrees to indemnify and hold harmless each Holder registered pursuant to this Agreement, such Holder's Affiliates, directors, officers, employees, members, managers, agents and any Person who controls any such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act), and any underwriter that facilitates the sale of the Registrable Securities and any Person who controls such underwriter (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities and expenses ("**Losses**") to which they or any of them may become subject insofar as such Losses arise out of or are based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement pursuant to which Registrable Securities were registered, Prospectus, preliminary prospectus, any road show, as defined in Rule 433(h)(4) under the Securities Act (a "**road show**"), or Issuer Free Writing Prospectus included in any such Registration Statement, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in the case of any Prospectus, preliminary prospectus, road show or Issuer Free Writing Prospectus, in light of the circumstances under which they were made, to make the statements therein not misleading and the Company agrees to reimburse each such indemnified party for any reasonable legal or other reasonable out-of-pocket expenses incurred by them in connection with investigating or defending any such Losses (whether or not the indemnified party is a party to any proceeding); *provided, however*, that the Company will not be liable in any case to the extent that any such Loss arises out of or is based upon any such untrue or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of any such Holder specifically for inclusion therein, including, without limitation, any notice and questionnaire. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) Indemnification by the Holders. Each Holder severally (and not jointly) agrees to indemnify and hold harmless the Company and each of its Affiliates, directors, employees, members, managers, agents and each Person who controls the Company (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act), and any underwriter that facilitates the sale of Registrable Securities and any Person who controls such underwriter (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) to the fullest extent permitted by applicable law, from and against any and all Losses to which they or any of them may become subject insofar as such Losses arise out of or are based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement pursuant to which Registrable Securities were registered, Prospectus, preliminary prospectus, road show, Issuer Free Writing Prospectus included in any such Registration Statement, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in the case of any Prospectus, preliminary prospectus, road show, Issuer Free Writing Prospectus, in light of the circumstances under which they were made, to make the



statements therein not misleading, to the extent, but only to the extent, that any such untrue statement or alleged untrue statement or omission or alleged omission is contained in any written information furnished to the Company by or on behalf of such Holder specifically for inclusion therein; *provided, however*, that the maximum amount to be indemnified by such Holder pursuant to this Section 10(b) shall be limited to the net proceeds (after deducting underwriters' discounts and commissions) received by such Holder in the Public Offering to which such Registration Statement, Prospectus, preliminary prospectus, road show or Issuer Free Writing Prospectus relates; *provided, further*, that a Holder shall not be liable in any case to the extent that prior to the filing of any such Registration Statement, Prospectus, preliminary prospectus, road show or Issuer Free Writing Prospectus or any amendment thereof or supplement thereto, each Holder has furnished in writing to the Company, information expressly for use in, and within a reasonable period of time prior to the effectiveness of such Registration Statement or the use of the Prospectus, preliminary prospectus, road show or Issuer Free Writing Prospectus, or any amendment thereof or supplement thereto which corrected or made not misleading information previously provided to the Company. This indemnity agreement will be in addition to any liability which any such Holder may otherwise have.

(c) Conduct of Indemnification Proceedings. Promptly after receipt by an indemnified party under this Section 10 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 10(c), notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under Section 10(a) or Section 10(b) above unless and to the extent such action and such failure results in material prejudice to the indemnifying party and forfeiture by the indemnifying party of substantial rights and defenses; and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in Section 10(a) or Section 10(b) above. The indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, except as provided in the next sentence, after notice from the indemnifying party to such indemnified party of its election to so assume the defense thereof, the indemnifying party shall not be liable to such indemnified party for any legal expenses of other counsel or any other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. Notwithstanding the indemnifying party's rights in the prior sentence, the indemnified party shall have the right to employ its own counsel (and one local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if:

(i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with an actual or potential conflict of interest;

(ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party;

(iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or

(iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party.

No indemnifying party shall, in connection with any one action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general circumstances or allegations, be liable for the fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) for all indemnified parties. An indemnifying party shall not be liable under this Section 10(c) to any indemnified party regarding any settlement or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent is consented to by such indemnifying party, which consent shall not be unreasonably withheld. No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of each indemnified party (which consent shall not be unreasonably withheld), consent to entry of any judgment or enter into any settlement or compromise unless such settlement or compromise (x) includes as an unconditional term thereof the giving by the claimant or plaintiff therein, to such indemnified party, of a full and final release from all liability in respect to such claim or litigation and (y) does not include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of such indemnified party.

(d) Contribution.

(i) In the event that the indemnity provided in Section 10(a) or Section 10(b) above is unavailable to or insufficient to hold harmless an indemnified party for any reason, then each applicable indemnifying party agrees to contribute to the aggregate Losses (including reasonable legal or other reasonable out-of-pocket expenses incurred in connection with investigating or defending same) to which such indemnifying party may be subject in such proportion as is appropriate to reflect the relative benefits received by the indemnifying party on the one hand and by the indemnified party on the other from the Public Offering of the Common Stock; *provided, however*, that the maximum amount of liability in respect of such contribution shall be limited in the case of any Holder to the net proceeds (after deducting underwriters' discounts and commissions) received by such Holder in connection with such registration. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the indemnifying party on the one hand and the indemnified party on the other in connection with the statements or omissions which resulted in such Losses, as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party on the one hand or the indemnified party on the other and the parties'



relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(ii) The parties agree that it would not be just and equitable if contribution pursuant to this Section 10(d) were determined by *pro rata* allocation (even if the Holders of Registrable Securities or any agents or underwriters or all of them were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 10(d). The amount paid or payable by an indemnified party as a result of the Losses referred to above in this Section 10(d) shall be deemed to include any reasonable legal or other reasonable out-of-pocket expenses incurred by such indemnified party in connection with investigating or defending any such action or claim.

(iii) Notwithstanding the provisions of this Section 10(d), no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

(iv) For purposes of this Section 10, each Person who controls any Holder, agent or underwriter (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and each director, officer, employee and agent of any such Holder, agent or underwriter shall have the same rights to contribution as such Holder, agent or underwriter, and each Person who controls the Company (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and each officer and director of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this Section 10(d).

(e) The provisions of this Section 10 will remain in full force and effect, regardless of any investigation made by or on behalf of any Holder or the Company or any of the officers, directors or controlling Persons referred to in this Section 10 hereof, and will survive the transfer of Registrable Securities.

## **11. Transfer of Registration Rights.**

The rights of a Holder hereunder may be transferred, assigned, or otherwise conveyed on a *pro rata* basis in connection with any transfer, assignment, or other conveyance of Registrable Securities to any transferee or assignee; *provided* that all of the following additional conditions are satisfied with respect to any transfer, assignment or conveyance of rights hereunder: (a) such transfer, assignment or conveyance (other than any transfer, assignment or conveyance of rights of a Holder to an Affiliate of such Holder) is for not less than the lesser of (i) 2.5% of the outstanding Common Stock, and (ii) all of the Common Stock initially held by such Holder upon the Effective Date of the Plan; (b) such transfer or assignment is effected in accordance with applicable securities laws; (c) such transferee or assignee agrees in writing to become subject to the terms of this Agreement by executing and delivering to the Company a Joinder; and (d) the Company is given written notice by such Holder within 15 Business Days of such transfer or assignment, stating the name and address of the transferee or assignee, identifying the Registrable Securities with respect to which such rights are being transferred or assigned and the

total number of Registrable Securities and other Capital Stock of the Company beneficially owned by such transferee or assignee.

## 12. Amendment, Modification and Waivers; Further Assurances.

(a) Amendment. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions of this Agreement may be waived, only by a written instrument, (a) signed by (i) the Company, and (ii) the Holders of at least a majority of the Registrable Securities; *provided* that no provision of this Agreement shall be modified or amended in a manner that is disproportionately and materially adverse to any Holder, without the prior written consent of such Holder, as applicable, or (b) in the case of a waiver, by the party hereto waiving compliance. Furthermore, this Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions of this Agreement may be waived without the consent of Holders in order to comply with any provision of the Plan.

(b) Changes in Common Stock. If, and as often as, there are any changes in the Common Stock by way of stock split, stock dividend, combination or reclassification, or through merger, consolidation, reorganization or recapitalization, or by any other means, appropriate adjustment shall be made in the provisions hereof as may be required so that the rights and privileges granted hereby shall continue with respect to the Registrable Securities as so changed and the Company shall make appropriate provision in connection with any merger, consolidation, reorganization or recapitalization that any successor to the Company (or resulting parent thereof) shall agree, as a condition to the consummation of any such transaction, to expressly assume the Company's obligations hereunder.

(c) Effect of Waiver. No waiver of any terms or conditions of this Agreement shall operate as a waiver of any other breach of such terms and conditions or any other term or condition, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision hereof. No written waiver hereunder, unless it by its own terms explicitly provides to the contrary, shall be construed to effect a continuing waiver of the provisions being waived and no such waiver in any instance shall constitute a waiver in any other instance or for any other purpose or impair the right of the party against whom such waiver is claimed in all other instances or for all other purposes to require full compliance with such provision. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of such provision and shall not affect the right of such party thereafter to enforce each provision of this Agreement in accordance with its terms.

(d) Further Assurances. Each of the parties hereto shall execute all such further instruments and documents and take all such further action as any other party hereto may reasonably require in order to effectuate the terms and purposes of this Agreement.

## 13. Miscellaneous.

(a) Successors and Assigns. All covenants and agreements in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto (including any trustee in bankruptcy) whether so

expressed or not. In addition, whether or not any express assignment has been made, the provisions of this Agreement which are for the benefit of purchasers or Holders of Registrable Securities are also for the benefit of, and enforceable by, any subsequent Holder. No assignment or delegation of this Agreement by the Company, or any of the Company's rights, interests or obligations hereunder, shall be effective against any Holder without the prior written consent of such Holder.

(b) Remedies; Specific Performance. Any Person having rights under any provision of this Agreement shall be entitled to enforce such rights specifically, to recover damages caused by reason of any breach of any provision of this Agreement and to exercise all other rights existing in their favor; *provided* that the liability of the Holders shall be several and not joint. The parties hereto agree and acknowledge that money damages would not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive relief (without posting any bond or other security) in order to enforce or prevent violation of the provisions of this Agreement and shall not be required to prove irreparable injury to such party or that such party does not have an adequate remedy at law with respect to any breach of this Agreement (each of which elements the parties admit). The parties hereto further agree and acknowledge that each and every obligation applicable to it contained in this Agreement shall be specifically enforceable against it and hereby waives and agrees not to assert any defenses against an action for specific performance of their respective obligations hereunder. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies available under this Agreement or otherwise. No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any registration pursuant to this Agreement as the result of any controversy that might arise with respect to the interpretation or implementation of this Agreement.

(c) Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when (i) delivered personally to the recipient, (ii) e-mailed or sent by facsimile to the recipient, or (iii) one Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid). Such notices, demands and other communications shall be sent to the Company at the address set forth below and to any Holder at the address set forth on the signature page hereto (with copies sent at the address set forth below), or at such address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party.

The Company's address is:

GenOn Energy, Inc.  
804 Carnegie Center  
Princeton, NJ 08540  
Attention: [•]  
Telephone: (609) 524-4500  
Facsimile: [•]  
Email: [•]

Copies of notices to the Holders shall be sent to:

Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, NY 10017  
Attention: William Taylor  
Derek Dostal  
Telephone: (212) 450-4000  
Facsimile: (212) 701-5800  
E-mail: william.taylor@davispolk.com; derek.dostal@davispolk.com

If any time period for giving notice or taking action hereunder expires on a day which is a Saturday, Sunday or legal holiday in the State of New York or the jurisdiction in which the Company's principal office is located, the time period shall automatically be extended to the Business Day immediately following such Saturday, Sunday or legal holiday.

(d) No Inconsistent Agreements. The Company shall not hereafter enter into any agreement with respect to its securities which is inconsistent with or violates the rights granted to the Holders of Registrable Securities in this Agreement.

(e) Counterparts. This Agreement may be executed in one or more counterparts, and may be delivered by means of facsimile or electronic transmission in portable document format ("**pdf**"), each of which shall be deemed to be an original and shall be binding upon the party who executed the same, but all of such counterparts shall constitute the same agreement.

(f) Descriptive Headings; Interpretation; No Strict Construction. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns, pronouns, and verbs shall include the plural and vice versa. Reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and, if applicable, hereof. The words "include," "includes" or "including" in this Agreement shall be deemed to be followed by "without limitation." The use of the words "or," "either" or "any" shall not be exclusive. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. All references to laws, rules, regulations and forms in this Agreement shall be deemed to be references to such laws, rules, regulations and forms, as amended from time to time or, to the extent replaced, the comparable successor thereto in effect at the time. All references to agencies, self-regulatory organizations or governmental entities in this Agreement shall be deemed to be references to the comparable successors thereto from time to time.

(g) Delivery by Facsimile and Electronic Means. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or other electronic means, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or other electronic means to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic means as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

(h) Arm's Length Agreement. Each of the parties to this Agreement agrees and acknowledges that this Agreement has been negotiated in good faith, at arm's length, and not by any means prohibited by law.

(i) Sophisticated Parties; Advice of Counsel. Each of the parties to this Agreement specifically acknowledges that (i) it is a knowledgeable, informed, sophisticated Person capable of understanding and evaluating the provisions set forth in this Agreement and (ii) it has been fully advised and represented by legal counsel of its own independent selection and has relied wholly upon its independent judgment and the advice of such counsel in negotiating and entering into this Agreement.

(j) Governing Law. This Agreement and the exhibits, attachments and annexes hereto shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) to the extent such rules or provisions would cause the application of the laws of any jurisdiction other than the State of New York.

(k) Submission to Jurisdiction. Any action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby must be brought in the United States District Court for the in the Southern District of New York or any New York state court, in each case, located in the Borough of Manhattan, and each party consents to the exclusive jurisdiction and venue of such courts (and of the appropriate appellate courts therefrom) in any such action, suit or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such, action, suit or proceeding in any such court or that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

(l) Waiver of Jury Trial. Each of the parties to this Agreement hereby agrees to waive its respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this Agreement,

including contract claims, tort claims and all other common law and statutory claims. Each party hereto acknowledges that this waiver is a material inducement to enter into this Agreement, that each has already relied on this waiver in entering into this Agreement and that each will continue to rely on this waiver in their related future dealings. Each party hereto further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 13(1) AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

(m) Complete Agreement. This Agreement and any certificates, documents, instruments and writings that are delivered pursuant hereto, represent the complete agreement among the parties hereto as to all matters covered hereby, and supersedes any prior agreements or understandings among the parties.

(n) Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

(o) Termination. This Agreement shall terminate and be of no further force or effect when there shall no longer be any Registrable Securities outstanding; *provided*, that the provisions of Sections 6(b), 7(e), 8, 9(a)(i), 10, and 13 shall survive any such termination; *provided further* that any Holder may elect to terminate its obligations under this Agreement by giving the Company written notice thereof subject to the survival of the foregoing provisions; *provided further* that this Agreement shall automatically terminate with respect to a Holder that no longer holds any Registrable Securities.

(p) Independent Agreement by the Holders. The obligations of each Holder hereunder are several and not joint with the obligations of any other Holder, and no provision of this Agreement is intended to confer any obligations on any Holder vis-à-vis any other Holder. Nothing contained herein, and no action taken by any Holder pursuant hereto, shall be deemed to constitute the Holders as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Holders are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Registration Rights Agreement as of the date first written above.

**GENON ENERGY, INC.**

By: \_\_\_\_\_

Name:

Title:

*[Signature Page to Registration Rights Agreement]*



IN WITNESS WHEREOF, the parties hereto have executed this Registration Rights Agreement as of the date first written above.

**[HOLDER]**

By: \_\_\_\_\_  
Name:  
Title:

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

To exercise the Opt-In Election pursuant to Section 7(e), please check the box below and countersign:

[ ] – The undersigned Holder hereby notifies the Company of its exercise of the Opt-In Election.

**[HOLDER]**

By: \_\_\_\_\_  
Name:  
Title:

ANNEX A

**Form of Joinder Agreement**

THIS JOINDER AGREEMENT is made and entered into by the undersigned with reference to the following facts:

Reference is made to the Registration Rights Agreement, dated as of [●], as amended (the “**Registration Rights Agreement**”), by and among GenOn Energy, Inc., a Delaware corporation (the “**Company**”), the other parties (the “**Holders**”) thereto. Capitalized terms used but not defined in this Joinder Agreement shall have the meanings ascribed thereto in the Registration Rights Agreement.

As a condition to the acquisition of rights under the Registration Rights Agreement in accordance with the terms thereof, the undersigned agrees as follows:

1. The undersigned hereby agrees to be bound by the provisions of the Registration Rights Agreement and undertakes to perform each obligation as if a Holder thereunder and an original signatory thereto in such capacity.
2. This Joinder Agreement shall bind, and inure to the benefit of, the undersigned hereto and its respective devisees, heirs, personal and legal representatives, executors, administrators, successors and assigns.
3. This Joinder Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) to the extent such rules or provisions would cause the application of the laws of any jurisdiction other than the State of New York.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement.

**[HOLDER]**

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

E-mail for Notice: \_\_\_\_\_

I.R.S. I.D. Number: \_\_\_\_\_

Amount of Registrable  
Securities Acquired: \_\_\_\_\_

To exercise the Opt-In Election pursuant to Section 7(e), please check the box below and countersign:

– The undersigned Holder hereby notifies the Company of its exercise of the Opt-In Election.

**[HOLDER]**

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Joinder Agreement]*

## **EXHIBIT B**

### **Form of New Exit Financing Documents**

This Exhibit B includes the following New Exit Financing Documents for Reorganized GenOn:

- Exhibit B(i): Form of Term Sheet for New Exit Credit Facility
- Exhibit B(ii): Form of Term Sheet for New Senior Secured Notes

**Certain documents, or portions thereof, contained in this Exhibit B and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, subject to the applicable consent rights under the Plan and the Restructuring Support Agreement, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.**

**This Exhibit B is subject to ongoing review, revision, and further negotiation by the parties to the Restructuring Support Agreement including the Debtors, Consenting Noteholders and NRG, who have various consent rights over the final form of this Exhibit B and this Exhibit B may be amended, modified, supplemented, and revised in accordance with those ongoing negotiations.**

**Exhibit B(i)**

Form of Term Sheet for New Exit Credit Facility Documents

### EXIT FINANCING TERM SHEET

As with certain other documents contained in this Plan Supplement, this Exhibit B(i) remains subject to continuing negotiations among the Debtors and interested parties with respect thereto. Subject to the applicable consent rights contained in the Restructuring Support Agreement and the Plan, the Debtors reserve all rights to modify, amend, supplement, restate or withdraw any part of the Plan Supplement and the documents and designations contained herein (including this Exhibit B(i)), as necessary or appropriate.

This Exhibit B(i) is based on certain assumptions, all of which are subject to change and the change of one or more of such assumptions can significantly alter and effect all terms including material terms and structure of the Exit Financing to which this Exhibit pertains. As of the date of this disclosure the Debtors are actively engaged in developing a strategy of one or more possible asset sales that, if consummated, might change materially the existing financial profile of the Debtors as of the Effective Date of a Plan. As a result, as of this date the Debtors cannot provide a firm or definitive capitalization structure (including with respect to its debt facilities).

Additional assumptions to the financing described on Exhibit B(i) include:

- That GenOn and its subsidiaries will exit Chapter 11 as a going concern and will not be liquidated;
- That there will be no significant sales of assets and GenOn and its subsidiaries will exit with substantially all of its assets;
- That as of the Effective Date there will be no plans to sell any assets of GenOn and GenOn will be able to pledge substantially all of its assets as collateral for the Exit Financing Facility; and
- That market conditions for term and other loans set forth on Exhibit B(i) will be, taken as a whole, at least as favorable as they are today.

The summary of indicative terms (the “Term Sheet”) attached hereto sets forth the indicative terms of the Exit Financing Facility. The Exit Financing Facility structure remains under discussion among the Debtors and other parties. The Exit Financing Facility structure and the terms set forth in the Term Sheet may be amended or modified as agreed between the Debtors and any relevant parties and in accordance with the Plan. There are, as of the date of this disclosure, no commitments in place to provide the financing facilities set forth in the Term Sheet.

On the Effective Date, the Reorganized Debtors may enter into the Exit Financing Facility. The terms of the Exit Financing Facility will be set forth in the New Exit Financing Documents, which may include New Exit Credit Facility Revolving Loans, New Exit Credit Facility Term Loans and/or New Senior Secured Notes.

Among other things, the Exit Financing Documents for the Exit Financing Facility contemplated by the Term Sheet shall provide for: (a) a first lien term loan of up to \$700,000,000 (the “TLB”); (b) a synthetic or other letters of credit facility of up to \$200,000,000 (the “TLC”); and (c) a revolving credit facility of up to \$150,000,000 (the “RCF” and together with the TLB and TLC,

the “Exit Financing Facility”). The maturity date of the Exit Financing Facility, shall be measured from the Final Effective Date, and (i) for the TLB and TLC, up to 7 years and (ii) for the RCF, up to 5 years, in each case as may be extended or otherwise modified in accordance with the Plan and the Exit Financing Documents.

The Exit Financing Facility shall be a first lien, credit facility on the terms set forth in the Exit Financing Documents (which shall include, without limitation, the documentary terms and conditions set forth in the Term Sheet, as may be modified prior to the Effective Date).

It is expected that the Confirmation Order shall approve the Exit Financing Facility (including any modifications or deviations from the Term Sheet as may be in the best interest of the Reorganized Debtors, subject to the applicable consents in the Restructuring Support Agreement and the Plan, and including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by the Reorganized Debtors in connection therewith), to the extent not approved by the Court previously, and authorize the Reorganized Debtors to negotiate, execute and deliver those documents necessary or appropriate to obtain the Exit Financing Facility, including the Exit Financing Documents, without further notice to or order of the Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person, subject to such modifications as the Reorganized Debtors may deem to be necessary to consummate the Exit Financing, subject to the applicable consents in the Restructuring Support Agreement and the Plan.



**Summary indicative terms**

Borrower	GenOn Energy, Inc. (“GenOn” or the “Borrower”)
Security	Perfected first priority interest in substantially all assets, subject to certain exceptions to be agreed
Guarantors	Each of the Borrower’s present and future direct and indirect subsidiaries (the “Guarantors”), subject to certain customary exceptions
Facilities	Up to \$700mm Term Loan B (“TLB”) Up to \$200mm Term Loan C (“TLC”) Up to \$150mm Revolving Credit Facility (“RCF”)
Tenor	RCF: 5 years TLB / TLC: 7 years
Amortization	RCF: none TLB: 1.0% per annum TLC: none

**Mandatory Prepayments**

Customary for facilities of this type and including prepayments of excess cash flow (as described below), the net proceeds of asset sales (subject to certain exceptions to be agreed), and the issuance or incurrence of any debt securities (other than permitted debt)

**Waterfall**

Customary cash flow waterfall

**Excess Cash Flow Sweep**

Lesser of 100% and amount required to reach a target debt balance to be agreed

**Call Protection** 101 soft call repricing protection for 6 months

**Affirmative Covenants**

Customary for facilities of this type and including delivery of consolidated financial statements, lender calls, and use of commercially reasonable efforts to maintain corporate and issue ratings from S&P and Moody's

#### Negative Covenants

Customary for facilities of this type and including limitations on indebtedness, liens, guarantees, mergers and acquisitions, asset sales, restricted payments, transactions with affiliates, and investments, in each case, subject to certain baskets and exceptions to be agreed

#### Financial Covenant

Minimum Debt Service Coverage Ratio to be agreed

Note: This summary of indicative terms does not constitute a commitment by Credit Suisse AG ("CS") or any of its affiliates to underwrite, subscribe for or place any securities or to extend or arrange credit or to provide any other services, and remains subject to credit and other internal committee approval from CS and is subject to due diligence. The terms and conditions outlined herein are general indicative terms for illustrative and discussion purposes only, and are not intended to be all inclusive, but rather set forth a framework for the potential structuring of a transaction. The terms included in this summary of indicative terms assume that there have been no asset sales after the date on which this summary was delivered, and the terms described herein (including debt quantum) are subject to change upon the consummation of any asset sales or otherwise to reflect current market conditions at the time the facilities are to be incurred.

**Exhibit B(ii)**

Form of Term Sheet for New Senior Secured Notes Documents

NEW SENIOR SECURED NOTES TERM SHEET

As with certain other documents contained in this Plan Supplement, this Exhibit B(ii) remains subject to continuing negotiations among the Debtors and interested parties with respect thereto. Subject to the applicable consent rights contained in the Plan, the Debtors reserve all rights to modify, amend, supplement, restate or withdraw any part of the Plan Supplement and the documents and designations contained herein (including this Exhibit B(ii)), as necessary or appropriate.

This Exhibit B(ii) is based on certain assumption, all of which are subject to change and the change of one or more of such assumptions can significantly alter and effect all terms including material terms and structure of the Exit Financing to which this Exhibit pertains. As of the date of this disclosure, the Debtors are actively engaged in developing a strategy of one or more possible asset sales that, if consummated, might materially change the existing financial profile of the Debtors as of the Effective Date of the Plan. As a result, as of this date the Debtors cannot provide a firm or definitive capitalization structure (including with respect to its debt facilities).

Additional assumptions to the financing described on Exhibit B(ii) include:

- That GenOn and its subsidiaries will exit Chapter 11 as a going concern and will not be liquidated;
- That there will be no significant sales of assets and GenOn and its subsidiaries will exit with substantially all of its assets;
- That, as of the Effective Date, there will be no plans to sell any assets of GenOn and GenOn will be able to pledge substantially all of its assets as collateral for the Exit Financing Facility; and
- That market conditions for the securities set forth on Exhibit B(ii) will be, taken as a whole, at least as favorable as they are today.

The summary of indicative terms (the “Term Sheet”) attached hereto sets forth the indicative terms of the New Senior Secured Notes. The New Senior Secured Notes’ structure remains under discussion among the Debtors and other parties. The New Senior Secured Notes’ structure and the terms set forth in the Term Sheet may be amended or modified as agreed between the Debtors and any relevant parties and in accordance with the Plan. There are, as of the date of this disclosure, no commitments in place to purchase the New Senior Secured Notes set forth in the Term Sheet.

If, after following the procedures for any syndication undertaken in connection with the Exit Financing, there remain any unpurchased Exit Financing or an amount of the Exit Financing Facility is not fully committed, the Backstop Parties shall purchase Exit Financing in the form of the New Senior Secured Notes in accordance with, and subject to, the terms and conditions of the Backstop Commitment Letter.

Among other things, the Exit Financing Documents for the New Senior Secured Notes contemplated by the Term Sheet shall provide for up to \$900,000,000 in aggregate principal

amount secured by a security interest in substantially all of the present and after-acquired assets of the Issuer and each Guarantor. The New Senior Secured Notes will bear interest at a fixed rate equal to (x) LIBOR plus (y) a margin of 10.00%, subject to certain adjustments as described in the Term Sheet. The maturity date of the New Senior Secured Notes shall be the fifth anniversary of the date of issuance.

The New Senior Secured Notes will contain no registration rights and will not be listed on any securities exchange. The New Senior Secured Notes will be subject to certain covenants, representations and warranties and events of default that are usual and customary for a 144A-for-life high yield financing.

The Debtors are relying on exemptions from the registration requirements of the Securities Act, including, without limitation, section 4(a)(2) thereof, in connection with the offer, issuance and distribution of the New Senior Secured Notes. Section 4(a)(2) of the Securities Act exempts transactions not involving a public offering, and Rule 506 of Regulation D of the Securities Act (“Reg D”) provides a safe harbor under section 4(a)(2) for transactions that meet certain requirements, including that the investors participating therein qualify as “accredited investors” as defined in Rule 501 of Reg. D (17 C.F.R. § 230.501). The Debtors believe that the Group A Backstop Parties receiving New Senior Secured Notes is either an “institutional accredited investor” (accredited investors, as defined in Rule 501(a)(1), (2), (3) and (7) under the Securities Act) or a “qualified institutional buyer” (as defined in Rule 144A under the Securities Act). In reliance upon these exemptions, the offer, issuance and distribution of the New Senior Secured Notes will not be registered under the Securities Act or any applicable state Blue Sky Laws.

**Recipients of the the New Senior Secured Notes are advised to consult with their own legal advisors as to the availability and applicability of any exemption from registration under the Bankruptcy Code, Securities Act or applicable state Blue Sky Laws in any given instance and as to any applicable requirements or conditions to such availability.**

The New Senior Secured Notes distributed to the Group A Backstop Parties will be offered, issued and distributed without registration under the Securities Act and applicable state Blue Sky Laws and in reliance upon the exemption set forth in section 4(a)(2) of the Securities Act. Such issuances will not be exempt under section 1145 of the Bankruptcy Code because those securities are not being issued in exchange for an existing Claim against the Debtors. Therefore, the New Senior Secured Notes will be considered “restricted securities” as defined by Rule 144 of the Securities Act and may not be resold under the Securities Act and applicable state Blue Sky Laws absent an effective registration statement, or pursuant to an applicable exemption from registration, under the Securities Act and pursuant to applicable state Blue Sky Laws. Generally, Rule 144 of the Securities Act would permit the public sale of securities received by such person after a specified holding period if current information regarding the issuer is publicly available and certain other conditions are met, and, if such seller is an Affiliate of the issuer, if volume limitations and manner of sale requirements are met. **The Debtors express no view as to whether any person may freely resell the New Senior Secured Notes. The Debtors recommend that potential recipients of the New Senior Secured Notes consult their own counsel concerning their ability to freely trade such securities without registration under the federal securities laws and applicable state Blue Sky Laws.**

Confirmation shall be deemed approval of the New Senior Secured Notes (including any modifications or deviations from the Term Sheet as may be in the best interest of the Reorganized Debtors and including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by the Reorganized Debtors in connection therewith), to the extent not approved by the Court previously, and the Reorganized Debtors are authorized to negotiate, execute and deliver those documents necessary or appropriate to obtain the New Senior Secured Notes, including the Exit Financing Documents, without further notice to or order of the Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person, subject to such modifications as the Reorganized Debtors may deem to be necessary to consummate the Exit Financing.

**THIS TERM SHEET IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES, A SOLICITATION OF OFFERS TO PURCHASE SECURITIES, OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE.**

Term Sheet<sup>1</sup>

Issuer: GenOn Energy, Inc., as reorganized pursuant to the Plan, as defined in the Restructuring Support Agreement (the “*Issuer*”).

Trustee: To be determined.

Principal Amount of Notes: The Issuer will issue to the Backstop Parties an aggregate principal amount of (a) \$900,000,000 of notes on the terms and conditions set forth herein (the “*Notes*”); *provided* that the aggregate principal amount of Notes issued will be reduced on a dollar-for-dollar basis by the amount of any non-ordinary course asset sales or casualty events by the Issuer and its subsidiaries after the date hereof net of any investment banking fees or other sales commissions with respect to such asset sales or casualty events; *provided, further,* that the aggregate principal amount of the Notes issued may be decreased as agreed by the Issuer and the Group B Backstop Parties less (b) the principal amount of Notes purchased by the Rights Recipients.

Interest Rate: The Notes will bear interest at a fixed rate equal to (x) LIBOR plus (y) a margin of 10.00%, which shall be increased (but never decreased) by an amount (not less than zero) equal to the increase in the BofA Merrill Lynch US High Yield Option-Adjusted Spread (<https://fred.stlouisfed.org/series/BAMLH0A0HYM2>) from the date of the Commitment Letter to the date of issuance; *provided* that if such increase exceeds 300 bps on the date of issuance, the margin shall be 13.00%. Interest shall be payable semi-annually in cash.

Final Maturity: The Notes will mature on the fifth anniversary of the date of issuance.

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<sup>1</sup> All capitalized terms used but not defined herein have the meanings given to them in the Commitment Letter to which this Term Sheet is attached.



- Purpose: To refinance existing indebtedness, pay distributions under the Plan (as defined in the Restructuring Support Agreement) and pay fees and expenses in connection therewith.
- Priority: The liens securing the obligations of the Issuer and the Guarantors under the Notes will be senior to all liens other than the liens securing the Issuer's senior secured revolving credit facility and certain customary or agreed-upon permitted liens. The trustee will enter into a customary intercreditor agreement with the agent under the Issuer's senior secured revolving credit facility in form and substance reasonably satisfactory to the Backstop Parties providing that the liens securing the obligations under the Notes will be junior in priority to the liens securing the obligations under the senior secured revolving credit facility of the Issuer.
- Guarantors: All obligations of the Issuer under the Notes will be unconditionally guaranteed, jointly and severally, by each wholly-owned material subsidiary of the Issuer (the "**Guarantors**") except (i) to the extent such subsidiary is prohibited or restricted by applicable law or other contractual restriction (including any such project finance subsidiaries so prohibited or restricted) or (ii) if the provision of such guarantee would result in a material adverse tax consequence to such subsidiary, the Issuer or any other subsidiary of the Issuer. Releases of guarantees will be subject to customary protections.
- Security: The obligations of the Issuer and each Guarantor will be secured by a security interest in substantially all of the present and after-acquired assets of the Issuer and each Guarantor, including, without limitation, (i) a perfected pledge of all of the capital stock of each subsidiary of the Issuer and each Guarantor, including a pledge of the capital stock of GenOn Mid-Atlantic, LLC ("**GenMa**") and NRG REMA LLC ("**REMA**"), subject to a cap of 65% of the voting stock of foreign subsidiaries and (ii) perfected security interests in, and mortgages on, substantially all other tangible and intangible assets of the Issuer and each Guarantor (including, without limitation, accounts receivable, inventory, equipment, general intangibles, investment property, intellectual property, material fee-owned real property, intercompany notes and proceeds of the foregoing), subject to customary exceptions for facilities of this type, including (i) leases, licenses, contracts or agreements which are nonassignable by their terms or under applicable law (subject to certain exceptions); (ii) "intent-to-use" trademarks to the extent a grant of a security interest therein would result in the unenforceability of such trademark; (iii) capital stock in certain subsidiaries, including unrestricted subsidiaries or where such pledge is prohibited by applicable agreements

binding on non-wholly-owned subsidiaries; (iv) deposit accounts used primarily for payment of salaries, wages and similar expenses, tax accounts, escrow, fiduciary or trust accounts and accounts with deposits of cash collateral solely for the benefit of third parties; (v) certain property subject to a Lien in respect of purchase money or capitalized lease obligations; (vi) certain accounts pledged to or deposited with the Issuer or a Guarantor as cash collateral posted or deposited by a contract counterparty; and (vii) other exclusions as mutually agreed.

In addition, the Issuer and the Guarantors will not be required to (a) perfect any security interest in vehicles subject to certificate of title statutes, (b) grant or perfect any security interests under any law other than the laws of the United States, any State thereof or the District of Columbia, or (c) perfect any security interest in certain *de minimis* deposit accounts.

Optional Redemption:

The Issuer may at its option redeem the Notes, in whole or in part, at the redemption prices set forth below:

<u>Year</u>	<u>Percentage</u>
Date of Issuance until the Second Anniversary of the Date of Issuance .....	105.000%
Second Anniversary of the Date of Issuance until the Third Anniversary of the Date of Issuance .....	103.000%
Third Anniversary of the Date of Issuance until the Fourth Anniversary of the Date of Issuance .....	101.000%
Fourth Anniversary of the Date of Issuance until the Fifth Anniversary of the Date of Issuance .....	100.000%

The Issuer or any of its affiliates may at any time and from time to time acquire Notes in open market purchases.

Representations and Warranties:

The purchase agreement for the Notes will contain usual and customary representations and warranties for a 144A-for-life high yield financing.

Financial Covenants:

None.

Affirmative Covenants:

Affirmative covenants will include reporting, payment of taxes, compliance with laws and other affirmative covenants that are usual and customary for a 144A-for-life high yield financing.

Negative Covenants:

Negative covenants will include limitations on restricted payments, dividend and payment restrictions affecting

subsidiaries, indebtedness, asset sales, transactions with affiliates, liens, guarantees and mergers and consolidations and other negative covenants that are usual and customary for a 144A-for-life high yield financing.

Financial Reporting:

The Issuer shall deliver, irrespective of whether or not its securities are registered with the Securities Exchange Commission, (i) consolidated annual financial reports containing substantially all of the information which would be required in a 10-K and a report on such annual financial statements by the Issuer's independent registered public accounting firm (it being understood that any audit opinion shall not be subject to qualification as to the scope of such opinion or contain a "going concern" statement) and (ii) consolidated quarterly financial reports containing substantially all of the information which would be required in a 10-Q, in each case prepared in accordance with GAAP, subject, in the case of clauses (i) and (ii), to exceptions that are usual and customary for a 144A-for-life high yield financing. The Issuer shall also deliver customary compliance certificates, notices of certain material events and reporting with respect to the collateral.

Indebtedness Covenant:

The Issuer and its restricted subsidiaries will be prohibited from incurring any debt with customary exceptions for a 144A-for-life high yield financing, including, without limitation, (i) indebtedness incurred under the Issuer's senior secured revolving credit facility (which revolving credit facility will be senior in respect of lien priority to the Notes) in an aggregate principal amount not to exceed \$400.0 million at any time outstanding, (ii) hedging obligations with respect to non-speculative commodities hedges incurred in the ordinary course of business and in compliance with the New Risk Management Policy, (iii) unsecured indebtedness so long as, on a pro forma basis after giving effect to such indebtedness, the Issuer's Fixed Charge Coverage Ratio (as defined below) would be no less than 2.00:1.00, (iv) non-recourse indebtedness incurred by project finance subsidiaries and (v) any indebtedness that is contractually subordinated in right of payment to the Notes.

Restricted Payments Covenant:

The Issuer and its restricted subsidiaries will be prohibited from making any "restricted payments" (including dividends, investments and voluntary prepayments of junior lien or subordinated indebtedness) except pursuant to customary exceptions for a 144A-for-life high yield financing, including, without limitation, (i) from a cumulative "builder" basket to equal the sum of 50% of Free Cash Flow of the Issuer (plus 100% of any Declined Free Cash Flow) since the beginning of the fiscal quarter in which the Notes are issued, (ii) a general basket equal to an amount to be agreed and (iii)

a basket equal to the amount of unrestricted cash on hand of the Issuer and its subsidiaries on the Plan Effective Date (as defined in the Restructuring Support Agreement) in excess of \$110 million; *provided*, that in the case of clauses (i) and (ii) above, any such restricted payment shall be subject to (x) a Fixed Charge Coverage Ratio (as defined below) of at least 2.00:1.00 and (y) a total net leverage ratio of no greater than a level to be agreed.

***“Free Cash Flow”*** shall be defined in a manner customary for facilities of this type and will include the net income of the Issuer and its restricted subsidiaries reduced by, among other items, cash taxes and capital expenditures.

***“Declined Free Cash Flow”*** shall mean any amounts offered to the holders of the Notes pursuant to a Free Cash Flow Offer which are not used to repurchase the Notes.

***“Free Cash Flow Offer”*** shall mean an offer at the option of the Issuer to repurchase the Notes at a price equal to par plus any accrued and unpaid interest as of the date of such redemption with up to 50% of the Free Cash Flow.

***“Fixed Charge Coverage Ratio”*** shall mean the ratio of (i) fixed charges to (ii) EBITDA.

***“EBITDA”*** shall be defined in a manner customary for facilities of this type and shall include, without limitation, restructuring costs and any dividends or other distributions from REMA and GenMa, in each case to the extent that such subsidiaries are not Guarantors.

Asset Sales:

Subject to customary reinvestment rights, the Issuer shall be required to make an offer to repurchase the Notes at a price equal to par plus any accrued and unpaid interest to the date of such redemption with the net cash proceeds (for the avoidance of doubt, after deducting any expected cash tax liability related to such sale, subject to customary limitations) received from asset sales and other dispositions (in excess of an amount to be agreed) by the Issuer and its restricted subsidiaries (subject to customary exceptions); *provided* that the amount of such offer to repurchase the Notes shall be reduced by any amount applied by the Issuer to make payments under the Issuer’s senior secured revolving credit facility so long as such payments are accompanied by a corresponding permanent reduction in commitments thereunder. Such offer will be made promptly after the receipt of such net cash proceeds. The percentage of such net cash proceeds to be included in such offer to repurchase the Notes shall be determined based on the Issuer’s pro forma leverage ratio, as set forth below:

<u>Leverage Ratio</u>	<u>Percentage</u>
<3.75x .....	0.000%
≥3.75x but <4.25x .....	25.000%
≥4.25x but <4.75x .....	50.000%
≥4.75x.....	100.000%

Change of Control Offer:

Upon the occurrence of any transaction which results in a “change of control”, the Issuer shall be required to make an offer to repurchase the Notes at a price equal to 101% of the aggregate principal amount of the Notes to be redeemed plus any accrued and unpaid interest to the date of such redemption.

Events of Default:

Usual and customary for a 144A-for-life high yield financing.

Voting:

Amendments and waivers under the Notes will be governed by amendment provisions customary for a 144A-for-life high yield financing.

Expense Reimbursement:

The Debtors shall reimburse the Backstop Parties for all reasonable and documented out-of-pocket fees and expenses incurred by the Backstop Parties in connection with the issuance of the Notes, limited, in the case of legal fees and expenses, to the charges of one counsel to the Backstop Parties, taken as a whole, and one counsel to the Group A Backstop Parties, taken as a whole, and, if necessary, of one local counsel and one regulatory counsel to the Backstop Parties, taken as a whole, with respect to legal due diligence, negotiation, preparation and review of definitive documentation, and attention to proceedings in the Chapter 11 Cases with respect to the New Secured Notes Offering. Such fees and expenses shall be paid by the Issuer upon the earlier of (x) the issuance of the Notes and (y) the termination of the Commitment Letter.

Governing Law:

The laws of the State of New York.

Registration Rights:

None; 144A for life.

Annex A to Term Sheet<sup>2</sup>

Conditions to the Obligations of the Backstop Parties

The funding of the Commitments of the Backstop Parties shall be subject to the following conditions precedent:

1. The Restructuring Support Agreement shall not have been terminated prior to the Plan Effective Date and shall be in full force and effect (other than as a result of the Plan Effective Date) and the Debtors shall not have committed a material breach of their obligations thereunder, which material breach remains uncured and outstanding.
2. The Bankruptcy Court shall have entered the Backstop Approval Order in form and substance reasonably satisfactory to the Backstop Parties.
3. The Bankruptcy Court shall have entered the Disclosure Statement Order in form and substance reasonably satisfactory to the Backstop Parties.
4. The Bankruptcy Court shall have entered the Settlement Order in form and substance reasonably satisfactory to the Backstop Parties.
5. The Bankruptcy Court shall have entered the Confirmation Order in form and substance reasonably satisfactory to the Backstop Parties.
6. The Commitment Approval Order, the Disclosure Statement Order, the Settlement Order or the Confirmation Approval Order shall not have been terminated, reversed, stayed, dismissed, vacated or reconsidered, and no such order shall have been modified or amended in a manner adverse to the Backstop Parties after entry without the prior written consent of the Requisite Backstop Parties.
7. The Plan Effective Date shall have occurred, or shall be deemed to occur concurrently with the issuance of the Notes, as applicable, in accordance with the terms and conditions set forth in the Plan and the Confirmation Order.
8. The Issuer shall have paid the Backstop Fee and shall have paid, or substantially concurrently with the issuance of the Notes will pay, all other fees and expenses of the Backstop Parties required to be paid pursuant to the Commitment Letter and the Term Sheet.
9. All governmental and regulatory approvals or authorizations necessary for the New Secured Notes Offering shall have been obtained and any required governmental and regulatory filings shall have been made, to the extent the failure to obtain such approvals or authorizations or to make such governmental and regulatory filings would reasonably be expected to result in a material adverse effect on the Issuer and its subsidiaries (taken as a whole) or on the New Secured Notes Offering, and no law or order shall have become effective or been enacted, adopted or issued by any governmental authority that prohibits the implementation of the Plan or the transactions contemplated by the Commitment Letter or the Restructuring Support Agreement.

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<sup>2</sup> All capitalized terms used but not defined herein have the meanings given to them in the Commitment Letter or the Term Sheet to which this Annex A to Term Sheet is attached.

10. The representations of the Debtors set forth in the definitive documentation with respect to the Notes (including the purchase agreement with respect to the initial issuance of the Notes) shall be true and correct in all material respects (without duplication of any materiality qualifier contained therein) as of the date of the issuance of the Notes after giving pro forma effect to the issuance.
11. All documents and instruments required to create and perfect the trustee's security interests in the collateral shall have been executed and delivered and, if applicable, be in proper form for filing; it being understood that, to the extent any collateral (other than to the extent that a lien on such collateral may be perfected (i) by the filing of a financing statement under the Uniform Commercial Code in the office of the Secretary of State (or equivalent office in the relevant States) of the applicable jurisdiction of organization or (ii) by the delivery of stock certificates representing the equity interests) is not or cannot be perfected on the date of the issuance of the Notes after the Issuer's use of commercially reasonable efforts to do so, the perfection of such security interests shall not constitute a condition precedent to the issuance of the Notes and the failure to so create and perfect such liens on or prior to the issuance of the Notes shall not constitute a default with respect to the definitive documentation with respect to the Notes, but shall be required to be perfected within a time period to be agreed after the issuance of the Notes.
12. No default would exist under the definitive documentation with respect to the Notes after giving effect to the issuance of the Notes.
13. From the date of this Commitment Letter, there shall not have occurred any event or circumstance (in each case, other than the filing of the Chapter 11 Cases and the existence or prosecution thereof), which, individually or in the aggregate would reasonably be expected to have a material adverse effect on the business, operations, assets or financial condition of GenOn and its subsidiaries (taken as a whole).
14. The Backstop Parties shall have received the following: (i) the executed purchase agreement and definitive documentation with respect to the issuance of the Notes (which shall be consistent with the Term Sheet and otherwise as may be mutually agreed), (ii) customary legal opinions, (iii) customary evidence of authority, (iv) customary officer's certificates, (v) good standing certificates, (vi) a solvency certificate from the chief financial officer of the Issuer after giving pro forma effect to the issuance of the Notes and (vii) all documentation and other information about the Issuer and the Guarantors required under applicable "know-your-customer" and anti-money laundering rules.
15. The Notes shall have been offered to the Rights Recipients on the terms set forth in the Notes Offering Procedures.



## **EXHIBIT C**

### **Form of New Subordinated Notes Documents**

This New Subordinated Notes Term Sheet summarizes certain terms and conditions of the New Subordinated Notes Documents that are to be entered into in connection with the *Second Amended Joint Chapter 11 Plan of Reorganization of GenOn Energy, Inc. and Its Debtor Affiliates* [Docket No. 832] (as amended, supplemented, or modified from time to time). It is intended that matters not expressly set out in this New Subordinated Notes Term Sheet are subject to mutual agreement of the parties thereto.

**Certain documents, or portions thereof, contained in this Exhibit C and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, subject to the applicable consent rights under the Plan and the Restructuring Support Agreement, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.**

**This Exhibit C is subject to ongoing review, revision, and further negotiation by the parties to the Restructuring Support Agreement including the Debtors, Consenting Noteholders and NRG, who have various consent rights over the final form of this Exhibit C and this Exhibit C Documents may be amended, modified, supplemented, and revised in accordance with those ongoing negotiations.**

### NEW SUBORDINATED NOTES TERM SHEET

As with certain other documents contained in this Plan Supplement, this Exhibit C remains subject to continuing negotiations among the Debtors and interested parties with respect thereto. Subject to the applicable consent rights contained in the Plan, the Debtors reserve all rights to modify, amend, supplement, restate or withdraw any part of the Plan Supplement and the documents and designations contained herein (including this Exhibit C), as necessary or appropriate.

This Exhibit C is based on certain assumptions, all of which are subject to change and the change of one or more of such assumptions can significantly alter and effect all terms including material terms and structure of the securities to which this Exhibit pertains. As of the date of this disclosure, the Debtors are actively engaged in developing a strategy of one or more possible asset sales that, if consummated, might change materially the existing financial profile of the Debtors as of the Effective Date of a Plan. As a result, as of this date the Debtors cannot provide a firm or definitive capitalization structure (including with respect to its debt facilities).

Additional assumptions to the financing described on Exhibit C include:

- That GenOn and its subsidiaries will exit Chapter 11 as a going concern and will not be liquidated;
- That there will be one or more agreements in effect prior to the Effective Date to complete a significant sales of GenOn and/or its subsidiaries' assets following the Effective Date; and
- That market conditions for the securities set forth on Exhibit C will be, taken as a whole, at least as favorable as they are today.

The summary of indicative terms (the "Term Sheet") attached hereto sets forth the indicative terms of the New Subordinated Notes. The New Subordinated Notes' structure remains under discussion among the Debtors and other parties. The New Subordinated Notes' structure and the terms set forth in the Term Sheet may be amended or modified as agreed between the Debtors and any relevant parties and in accordance with the Plan. There are, as of the date of this disclosure, no commitments in place to purchase the New Subordinated Notes set forth in the Term Sheet.

The New Subordinated Notes shall be issued on the Effective Date in an amount to be determined, in part, by reference to any expected Sale Proceeds yet to be received by the Reorganized Debtors, with the expectation that the terms of such New Subordinated Notes will provide that such Sale Proceeds, when received, shall be used first to repay the New Subordinated Notes as soon as reasonably practicable upon release after the Effective Date.

The New Subordinated Notes will accrue interest at a rate to be determined through the issuance of PIK notes. The New Subordinated Notes will contain no registration rights and will not be listed on any securities exchange. The New Subordinated Notes will not be subject to any covenants other than the requirement to use the proceeds of specified asset sales to redeem the New Subordinated Notes.

Section 1145 of the Bankruptcy Code provides that the registration requirements of section 5 of the Securities Act (and any applicable state Blue Sky Laws) shall not apply to the offer or sale of

stock, options, warrants, or other securities by a debtor if three principal requirements are satisfied: (x) the offer or sale occurs under a plan of reorganization; (y) the recipients of the securities hold a claim against, an interest in, or claim for administrative expense against, the debtor; and (z) the securities are issued in exchange for a claim against or interest in a debtor or are issued principally in such exchange and partly for cash and property. In reliance upon these exemptions, the offer, issuance and distribution of the New Subordinated Notes will not be registered under the Securities Act or any applicable state Blue Sky Laws.

The Debtors believe that the issuance of the New Subordinated Notes with respect to Allowed Claims is covered by section 1145 of the Bankruptcy Code. Accordingly, the Debtors believe that the New Subordinated Notes issued to Holders of Allowed GenOn Notes Claims may be resold without registration under the Securities Act or other federal securities laws, unless the Holder is an “underwriter” (as discussed below) with respect to such securities, as that term is defined in section 1145 of the Bankruptcy Code or an affiliate of the Reorganized Debtors. The Debtors will seek to obtain, as part of the Confirmation Order, a provision confirming such exemption. In addition, the New Subordinated Notes issued pursuant to section 1145 of the Bankruptcy Code generally may be able to be resold without registration under applicable state Blue Sky Laws by a Holder that is not an underwriter or an affiliate of the Reorganized Debtors pursuant to various exemptions provided by the respective Blue Sky Laws of those states. However, the availability of such exemptions cannot be known unless individual state Blue Sky Laws are examined.

**Recipients of the the New Subordinated Notes are advised to consult with their own legal advisors as to the availability and applicability of any exemption from registration under the Bankruptcy Code, Securities Act or applicable state Blue Sky Laws in any given instance and as to any applicable requirements or conditions to such availability.**

Confirmation shall be deemed approval of the New Subordinated Notes (including any modifications or deviations from the Term Sheet as may be in the best interest of the Reorganized Debtors and including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by the Reorganized Debtors in connection therewith), to the extent not approved by the Court previously, and the Reorganized Debtors are authorized to negotiate, execute and deliver those documents necessary or appropriate to obtain the New Subordinated Notes without further notice to or order of the Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person, subject to such modifications as the Reorganized Debtors may deem to be necessary to consummate the sale and issuance of the New Subordinated Notes.

**THIS TERM SHEET IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES, A SOLICITATION OF OFFERS TO PURCHASE SECURITIES, OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE.**

Term Sheet<sup>1</sup>

Issuer ..... Reorganized GenOn (specific issuer to be determined).

Securities offered..... \$[●] million in aggregate principal amount of [●]% Senior Subordinated PIK Notes due [●].

Issue price ..... 100%.

Maturity date ..... The outside maturity date of the notes will be [TBD] following GenOn’s emergence from Chapter 11 proceedings.

Interest rate ..... The notes will accrue interest at the rate of [●]% per annum through the issuance of PIK notes.

Purpose ..... The notes will be issued if and to the extent asset sales or sales of equity interests to third parties are agreed to, but not consummated, prior to GenOn’s emergence from Chapter 11 proceedings. The amount of the notes will be determined based on, among other things, the applicable asset sales or sales of equity interests and the value of Reorganized GenOn’s other assets.

Ranking..... The notes will:

- [be senior priority obligations of GenOn, solely with respect to the proceeds of certain specified assets sales or sales of equity interests, and rank senior in right of payment to all of GenOn’s future and existing senior indebtedness with respect to such sale proceeds;] [this is fine from a tax perspective, just want to make sure we think this will fly with new money investors--I was thinking more that the notes would be subordinated but all debt documents would contain a restricted payments carveout to permit the use of asset sale proceeds to repay these notes before being used to repay other debt]
- be senior subordinated unsecured obligations of GenOn and rank equally in right of payment with all existing and future senior subordinated indebtedness of GenOn to the extent of the value of payments not constituting specified asset or equity sales;
- be senior in right of payment to any existing and future subordinated indebtedness of GenOn that is expressly subordinated to the notes;
- be subordinated in right of payment to all of GenOn’s future and existing senior indebtedness to the extent of the value of payments not constituting specified asset or equity sales; and
- be effectively junior to any of GenOn’s secured indebtedness that to the extent of the collateral securing such assets [to the extent of the value of payments not constituting specified asset sales] [I don’t understand what this bullet is getting at.]; and

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<sup>1</sup> Internal NTD: Should there be an express flag somewhere here that the term sheet will be subject to agreement with any new-money exit financing agreement?

Optional redemption ..... GenOn may redeem some or all of the notes at any time at a redemption price equal to 100% of the principal amount of the notes redeemed plus accrued and unpaid interest.

Financial covenant ..... None.

Affirmative and negative covenants ..... No covenants other than the proceeds of specified asset or equity sales must be used to redeem the notes.

Registration Rights ..... None; 144A for life.

Exemption..... Section 1145 of the U.S. Bankruptcy Code (“Section 1145”) provides that the registration requirements of section 5 of the U.S. Securities Act of 1933 (the “Securities Act”), and any applicable state ‘Blue Sky Laws’ shall not apply to the offer or sale of stock, options, warrants, or other securities by a debtor if three principal requirements are satisfied: (x) the offer or sale occurs under a plan of reorganization; (y) the recipients of the securities hold a claim against, an interest in, or claim for administrative expense against, the debtor; and (z) the securities are issued in exchange for a claim against or interest in a debtor or are issued principally in such exchange and partly for cash and property. In reliance upon these exemptions, the offer, issuance and distribution of the notes will not be registered under the Securities Act or any applicable state ‘Blue Sky Laws’.

Notwithstanding the disclosure in the Plan of Reorganization filed by GenOn and the Debtors thereto, the Issuer believes that the issuance of the notes with respect to Allowed Claims (as defined in the Disclosure Statement filed by GenOn and the debtors thereto (the “Disclosure Statement”)) is covered by Section 1145. Accordingly, the Issuer believes that the notes issued to holders of Allowed GenOn Notes Claims (as defined in the Disclosure Statement) may be resold without registration under the Securities Act or other federal securities laws, unless the holder is an “underwriter” with respect to such securities, as that term is defined in Section 1145 or an affiliate of the Reorganized Debtors (as defined in the Disclosure Statement). GenOn will seek to obtain, as part of the Confirmation Order (as defined in the Disclosure Statement), a provision confirming such exemption. In addition, the notes issued pursuant to Section 1145 generally may be able to be resold without registration under applicable state ‘Blue Sky Laws’ by a holder that is not an underwriter or an affiliate of the Reorganized Debtors pursuant to various exemptions provided by the respective ‘Blue Sky Laws’ of those states. However, the availability of such exemptions cannot be known unless individual state ‘Blue Sky Laws’ are examined.

**Recipients of the notes are advised to consult with their own legal advisors as to the availability and applicability of any exemption from registration under the U.S. Bankruptcy Code, Securities Act or applicable state ‘Blue Sky Laws’ in any given instance and as to any applicable requirements or conditions to such availability.**

Events of Default ..... Usual and customary for a financing of this type but not to include any cross default provisions.

Voting ..... Except as otherwise specifically provided in the notes documents, the vote of holders of more than a majority of the aggregate outstanding notes shall be required to amend, waive or modify provisions governing the notes.

Governing law ..... The notes and the indenture governing the notes will be governed by, and construed in accordance with, the laws of the State of New York.

Trustee ..... To be determined.

**EXHIBIT D**

**Form of Pension Indemnity Agreement**

Certain documents, or portions thereof, contained in this **Exhibit D** and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, subject to the applicable consent rights under the Plan and the Restructuring Support Agreement, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

This **Exhibit D** is subject to ongoing review, revision, and further negotiation by the parties to the Restructuring Support Agreement including the Debtors, Consenting Noteholders and NRG, who have various consent rights over the final form of this **Exhibit D** and this **Exhibit D** may be amended, modified, supplemented, and revised in accordance with those ongoing negotiations.



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## PENSION INDEMNITY AGREEMENT

This PENSION INDEMNITY AGREEMENT (as hereinafter amended, modified or changed from time to time in accordance with the terms hereof, this “*Agreement*”) is made and entered into as of [●], 2017, by and between NRG Energy, Inc., a Delaware corporation (“*NRG*”), and GenOn Energy, Inc. (“*GenOn*”), a Delaware Corporation. NRG and GenOn may sometimes be referred to in this Agreement individually as a “*Party*” and collectively as the “*Parties*.” Capitalized terms used but not defined herein shall have the meaning given in the Plan (as defined below).

### RECITALS

WHEREAS, pursuant and subject to that certain Restructuring Support Agreement, dated June 12, 2017, by and among NRG, GenOn, certain holders of senior unsecured notes of GenOn Americas Generation LLC and GenOn (the “*Consenting Noteholders*”), to which the Settlement Agreement Term Sheet was attached as an exhibit, NRG, GenOn and the Consenting Noteholders have agreed to certain terms regarding a financial restructuring of GenOn and the Debtors, including certain terms related to pension plans as set forth in this Agreement;

WHEREAS in accordance with the Restructuring Support Agreement, the Debtors will implement the restructuring transactions through the *Second Amended Joint Chapter 11 Plan of Reorganization of GenOn Energy, Inc. and Its Debtor Affiliates* (as it may be amended or supplemented from time to time, including all exhibits, schedules, supplements, appendices, annexes and attachments thereto, the “*Plan*”); and

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the conditions set forth herein, and intending to be legally bound, the Parties hereto agree as follows:

### **ARTICLE I DEFINITIONS**

Section 1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below.

“*Action*” means any demand, Claim, action, suit, countersuit, arbitration, litigation, inquiry, proceeding or investigation by or before any Governmental Authority or any arbitration or mediation tribunal or authority.

“*Agreement*” means this Pension Indemnity Agreement and the exhibit attached hereto.

“*Applicable Law*” shall have the meaning set forth in Section 6.13(b) hereto.

“*Bankruptcy Code*” means Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532.

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“**Business Day**” means any day, other than a Saturday, Sunday, or a “legal holiday” (as such term is defined in Bankruptcy Rule 9006(a)).

“**Chosen Courts**” shall have the meaning set forth in Section 6.13(a) hereto.

“**Claim**” means any claim, as defined in section 101(5) of the Bankruptcy Code.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Collective Bargaining Agreements**” means the collective bargaining agreements of the GenOn Group as set forth in Exhibit A hereto.

“**Effective Date**” shall have the meaning set forth in Section 2.1 hereto.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended.

“**GenOn Group**” means GenOn and any of its direct or indirect subsidiaries as of immediately prior to the Effective Date.

“**Governmental Authority**” shall have the meaning set forth in Section 6.13(b) hereto.

“**Indemnitee**” shall have the meaning set forth in Section 5.1 hereto.

“**Indemnitor**” shall have the meaning set forth in Section 5.1 hereto.

“**Liabilities**” means any and all debts, liabilities, commitments and obligations, whether or not fixed, contingent or absolute, matured or unmatured, direct or indirect, liquidated or unliquidated, accrued or unaccrued, known or unknown, and whether or not required by GAAP to be reflected in financial statements or disclosed in the notes thereto (other than taxes).

“**Losses**” means any and all damages, losses, deficiencies, Liabilities, penalties, judgments, settlements, claims, payments, fines, interest, costs and expenses (including reasonable attorneys’ fees and all other reasonable costs, expenses and obligations), including in connection with a Third-Party Claim.

“**NRG Pension Plans**” means the NRG Pension Plan, NRG Pension Plan for Bargained Employees, any other pension plan subject to Title IV of ERISA or the minimum funding standards of section 302 of ERISA or section 412 of the Code, any other pension plan that is a “multiemployer plan” within the meaning of section 3(37) of ERISA, and any defined benefit supplemental executive retirement plan for which NRG otherwise has liability, in each case, that is sponsored, maintained, contributed to, or required to be contributed to, by NRG and its subsidiaries and affiliates, including the GenOn Group, or under which there may be obligations with respect to current or former employees of NRG and its subsidiaries and affiliates, including the GenOn Group.

“**Order**” shall have the meaning set forth in Section 6.13(b) hereto.

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“*Person*” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, a union, an unincorporated organization or a Governmental Authority or any department, agency or political subdivision thereof.

“*Reorganized GenOn Group*” means GenOn and any of its direct or indirect subsidiaries as of the Effective Date.

“*Settlement Agreement*” shall have the meaning set forth in Section 2.2(b) hereto.

“*Third Party Claims*” shall have the meaning set forth in Section 5.1 hereto.

## ARTICLE II CONDITIONS TO EFFECTIVE DATE

Section 2.1 Effective Date. Subject to the conditions set forth in Section 2.2, this Agreement shall become effective and binding upon each of the Parties on the date (the “*Effective Date*”) on which the Plan shall have become effective in accordance with its terms.

Section 2.2 Conditions Precedent.<sup>1</sup> The following shall be conditions to the Effective Date (unless waived in writing by the Parties):

- (a) GenOn Group shall have assumed all of the Collective Bargaining Agreements;
- (b) the Settlement Agreement and Release between NRG, GenOn and the noteholders party thereto (the “*Settlement Agreement*”) shall be effective.

## ARTICLE III REPRESENTATIONS AND WARRANTIES OF GENON

Section 3.1 Representations of GenOn Group. GenOn Group represents and warrants to NRG that, as of the Effective Date, GenOn or one of its wholly-owned subsidiaries has obtained any and all necessary advance consents from each union that is party to a Collective Bargaining Agreement to modify the Collective Bargaining Agreements, as required by Section 2.1(a) above.

## ARTICLE IV COVENANTS OF NRG

Section 4.1 NRG Pension Plans Indemnity. From and after the Effective Date, NRG shall defend, indemnify and hold harmless the Reorganized Genon Group, the GenOn Group, and the Consenting Noteholders, from, against and with respect to any and all Claims and Actions for benefits accrued as of the Effective Date under the NRG Pension Plans.

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<sup>1</sup> Note to KE: Near-Term Cash Obligations were removed from this agreement as those are handled in the Settlement Agreement.

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Section 4.2 GenOn Employees. From and after the Effective Date, employees of the Reorganized GenOn Group shall no longer accrue or earn any benefits under or actively participate in the NRG Pension Plans, or, except as provided in any transition services agreement, any other benefit plans sponsored, maintained or contributed to by NRG and its subsidiaries and affiliates.

Section 4.3 Separate Benefit Plans. To the extent required by the Collective Bargaining Agreements, GenOn Group shall establish separate benefit plans for the employees of the Reorganized GenOn Group and the GenOn Group.

## ARTICLE V CLAIMS PROCEDURES

Section 5.1 General. In connection with any indemnification provided for in Article IV, the Party seeking indemnification (the “*Indemnitee*”) will give the Party from which indemnification is sought (the “*Indemnitor*”) prompt notice whenever the Indemnitee learns of the assertion by a Person other than the Parties of any claims or of the commencement by any such Person of any Action (each such Claim or Action being a “*Third Party Claim*”) pursuant to which the Indemnitee has suffered or incurred, or may suffer or incur, any Losses for which it is entitled to indemnification under Article IV, and, if and when known, the facts constituting the basis for such claim and the projected amount of such Losses, in each case in reasonable detail, such notice will be given no later than ten (10) Business Days following receipt by the Indemnitee of written notice of such Third-Party Claim. Failure by any Indemnitee to so notify the Indemnitor will not affect the rights of such Indemnitee hereunder except to the extent that such failure has a material prejudicial effect on the defenses or other rights available to the Indemnitor with respect to such Third-Party Claim. The Indemnitee will deliver to the Indemnitor as promptly as practicable, and in any event within five (5) Business Days after Indemnitee’s receipt, copies of all subsequent notices, court papers and other documents received by the Indemnitee relating to any Third-Party Claim to the extent (a) that such information or cooperation is in Indemnitee’s power to provide, and (b) permitted by Applicable Law.

Section 5.2 Payments. The Indemnitor shall pay all amounts payable pursuant to this Agreement by wire transfer of immediately available funds, as soon as practicable following receipt from an Indemnitee of a written demand consisting of the information required in Section 5.1 for any Losses that are the subject of indemnification hereunder, unless the Indemnitor in good faith disputes the amount of such Losses or whether such Losses are covered by the Indemnitor’s indemnification obligation in which event the Indemnitor shall promptly so notify the Indemnitee in writing of the facts in reasonable detail constituting the basis for such good faith dispute. In any event, the Indemnitor shall pay to the Indemnitee, by wire transfer of immediately available funds, the amount of any Losses for which it is liable hereunder no later than three (3) Business Days following any final determination of the amount of such Losses and the Indemnitor’s liability therefor. A “*final determination*” shall exist when (a) the parties to the dispute have reached an agreement in writing or (b) only in the event the parties to the dispute cannot reach an agreement in writing through good faith efforts, a court of competent jurisdiction shall have entered a final and non-appealable order or judgment.

**ARTICLE VI  
MISCELLANEOUS**

Section 6.1 No Multiple Employer Plans. For the avoidance of doubt, on and after the Effective Date, there shall be no multiple employer pension plan, as described in section 413 of the Code, that includes NRG and any member of the GenOn Group or Reorganized GenOn Group.

Section 6.2 No Controlled Group. Nothing in this Agreement shall be deemed or construed as an admission, acknowledgement or determination by any Party that any Consenting Noteholder is a member of a “*controlled group*” (as defined in section 414 of the Code) with respect to the NRG Pension Plans or any other pension, welfare or other benefit plan of NRG and its subsidiaries and affiliates, the Reorganized GenOn Group or the GenOn Group.

Section 6.3 Entire Agreement. This Agreement and the Exhibit attached hereto constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral, or written, among the Parties with respect thereto, except as may be provided or complemented in the Plan. In the event of any inconsistency between this Agreement and the Settlement Agreement, this Agreement shall govern.

Section 6.4 No Waiver; Remedies Cumulative. No waiver under this Agreement is effective unless it is in writing and signed by or on behalf of the Party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. No failure on the part of any Party to exercise or enforce and no delay in exercising or enforcing, and no course of dealing with respect to, any right, remedy, power or privilege under this Agreement shall operate as a waiver of such right, remedy, power or privilege, nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise of any such right, remedy, power or privilege or the exercise of any other right, remedy, power or privilege. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

Section 6.5 Amendments. This Agreement may not be modified, amended, or supplemented without the prior written consent of by each Party, and, as to the rights provided to the Consenting Noteholders pursuant to Section 4.1, with the prior written consent of the Required Consenting GenOn Noteholders (as defined in the Plan).

Section 6.6 Notices. Unless otherwise specified, all notices required or permitted under this Agreement shall be in writing and shall be delivered by email and (1) hand or (2) prepaid delivery service with package tracking capabilities. Such notices shall be addressed to:

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if to NRG:

NRG Energy, Inc.  
804 Carnegie Center  
Princeton, NJ 08540  
Attn: Brian Curci, Corporate Secretary  
Email: brian.curci@nrg.com

with a copy to (which shall not constitute notice) to:

Baker Botts LLP  
2001 Ross Avenue  
Dallas, TX 75201  
Attn: C. Luckey McDowell, Emanuel C. Grillo, and Ian E. Roberts  
Email: luckey.mcdowell@bakerbotts.com  
emanuel.grillo@bakerbotts.com  
ian.roberts@bakerbotts.com

if to GenOn:

GenOn Energy, Inc.  
804 Carnegie Center  
Princeton, NJ 08540  
Attn: Mac McFarland, Chief Executive Officer  
Email: mac@genon.com

with copies (which shall not constitute notice) to:

Kirkland & Ellis LLP  
300 North LaSalle Street  
Chicago, IL 60654  
Attn: David R. Seligman, P.C., Steven N. Serajeddini, and W. Benjamin Winger  
Email: david.seligman@kirkland.com  
steven.serajeddini@kirkland.com  
benjamin.winger@kirkland.com

and to:

Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, NY 10017  
Attn: Damian S. Schaible, Eli J. Vonnegut, and Angela M. Libby  
Email: damian.schaible@davispolk.com  
eli.vonnegut@davispolk.com  
angela.libby@davispolk.com

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or such other address as may have been furnished by a Party to each of the other Parties by notice given in accordance with the requirements set forth above. Any notice given by delivery, mail (electronic or otherwise), or courier shall be effective when received.

Section 6.7 Interpretation. Unless otherwise required by the context in which any term appears, for purposes of this Agreement:

(a) The singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the feminine and neutral genders and vice versa.

(b) References to “Articles,” “Sections,” or “Exhibits” shall be to articles, sections, schedules or exhibits of or to this Agreement unless stated otherwise, and references to “paragraphs” or “clauses” shall be to separate paragraphs or clauses of the section or subsection in which the reference occurs. The Exhibit hereto is incorporated in and is intended to be construed with and an integral part of this Agreement to the same extent as if it was set forth verbatim herein.

(c) The words “include,” “includes” or “including” means “including, without limitation.”

(d) The word “or” will have the inclusive meaning represented by the phrase “and/or.”

(e) Whenever an event is to be performed or a payment is to be made by a particular date and the date in question falls on a day which is not a Business Day, the event shall be performed, or the payment shall be made, on the next succeeding Business Day; *provided, however*, that all calculations shall be made regardless of whether any given day is a Business Day and whether or not any given period ends on a Business Day.

(f) All references herein to any statute, other law or agreement shall be to such statute, law or agreement as amended, supplemented or modified from time to time unless otherwise specifically provided herein.

(g) This Agreement was negotiated and prepared by each of the Parties with advice of counsel to the extent deemed necessary by each Party; the Parties have agreed to the wording of this Agreement; and none of the provisions hereof shall be construed against any Party on the ground that such Party is the author of this Agreement or any part hereof.

Section 6.8 Captions. The captions and section headings appearing in this Agreement and the Exhibit hereto are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

Section 6.9 Severability. If any provision of this Agreement is found or held to be invalid or unenforceable by a court, arbitrator, or other decision-making body of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable to the greatest extent allowed by such court, arbitrator, or body under law.



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Section 6.10 Assignment.

(a) This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns; *provided, however*, that, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned (including by operation of Applicable Law) by a Party without the prior written consent of the other Parties.

(b) Any purported assignment of this Agreement in violation of this Section 6.10 shall be null and void.

Section 6.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, e-mail or other means of electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 6.12 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto, and, other than the rights of the Consenting Noteholders pursuant to Section 4.1, no provision of this Agreement shall be deemed to confer upon any third parties any claim, remedy, liability, reimbursement, cause of action, or other right. For clarity, nothing in this Agreement shall be read to impair the ability of any Party to seek to recover from any third party person or entity for amounts due to any Party, except to the extent such claims are expressly addressed in this Agreement.

Section 6.13 Governing Law; Submission to Jurisdiction; Selection of Forum.

(a) THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement (i) to the extent possible, in the Bankruptcy Court or (ii) otherwise, in state and federal courts sitting in the City, County and State of New York (collectively, the “*Chosen Courts*”), and solely in connection with claims arising out of or related to this Agreement: (a) irrevocably submits to the exclusive jurisdiction of the Chosen Courts and courts of appeals therefrom; (b) waives any objection to laying venue in any such action or proceeding in the Chosen Courts; (c) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any Party hereto; and (d) consents to entry of final judgment by the Chosen Courts.

(b) For purposes of this Agreement: (i) “*Applicable Laws*” means any federal, state, provincial, local, municipal, foreign or other law, statute, legislation, constitution, principal of common law, ordinance, code, edict, proclamation, treaty, rule, regulation, ruling, directive, Order, or requirement of, or issued, promulgated, enforced or entered by, any Governmental Authority or court of competent jurisdiction, or other legal

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requirement or rule of law; (ii) “*Governmental Authority*” means any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality of the United States or any foreign country, any state or local body of the United States, any independent system operator, any regional transmission organization, reliability council or authority, or any foreign country or any political subdivision of any of the foregoing, and any court of competent jurisdiction; and (iii) “*Order*” means any final writ, judgment, decree, injunction or similar order of any Governmental Authority.

Section 6.14 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

**NRG ENERGY, INC.**

**GENON ENERGY, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: [●]

Name: [●]

Title: [●]

Title: [●]

**PENSION INDEMNITY AGREEMENT**

**Exhibit A**

**Collective Bargaining Agreements**

GenOn Energy Services LLC and IBEW Local 1900

Genon Energy Services, LLC and Local 29 of the IBEW

GenOn Energy Services, LLC and Local 47 IBEW (Affiliated with AFL-CIO)

GenOn Energy Services LLC and IBEW Local No. 66

GenOn Energy Services LLC and IBEW Local 1289

GenOn Energy Services LLC and Local Union 459 of the IBEW

Mobile Maintenance Agreement between GenOn Energy Services LLC and Local Union 459 of the IBEW

GenOn Energy Services LLC and IBEW Local Union No. 503

GenOn Energy Services LLC and Local Union 777 of the IBEW

GenOn Energy Services LLC and IBEW Local 1245

GenOn Energy Services LLC, UWUA AFL-CIO and Local Union 140 UWUA

GenOn Energy Services LLC and Local Union 270 UWUA

GenOn Energy Services LLC and UWUA Local 369

**EXHIBIT E**

**Form of Employee Matters Agreement**

Certain documents, or portions thereof, contained in this Exhibit E and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, subject to the applicable consent rights under the Plan and the Restructuring Support Agreement, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

This Exhibit E is subject to ongoing review, revision, and further negotiation by the parties to the Restructuring Support Agreement including the Debtors, Consenting Noteholders and NRG, who have various consent rights over the final form of this Exhibit E and this Exhibit E may be amended, modified, supplemented, and revised in accordance with those ongoing negotiations.

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*[This draft remains subject to continuing negotiations among the Debtors, NRG and other interested parties with respect thereto]*

## **EMPLOYEE MATTERS AGREEMENT**

This EMPLOYEE MATTERS AGREEMENT (as hereinafter amended, modified or changed from time to time in accordance with the terms hereof, this “*Agreement*”) is made and entered into as of [●], 2017, by and between NRG Energy, Inc., a Delaware corporation (“*NRG*”), and GenOn Energy, Inc. (“*GenOn*”), a Delaware Corporation. NRG and GenOn may sometimes be referred to in this Agreement individually as a “*Party*” and collectively as the “*Parties*.” Capitalized terms used but not defined herein shall have the meaning given in the Plan (as defined below).

### **RECITALS**

WHEREAS, pursuant and subject to that certain Restructuring Support Agreement, dated June 12, 2017, by and among NRG, GenOn, certain holders of senior unsecured notes of GenOn Americas Generation LLC and GenOn (the “*Consenting Noteholders*”), to which the Settlement Agreement Term Sheet was attached as an exhibit, NRG, GenOn and the Consenting Noteholders have agreed to certain terms regarding a financial restructuring of GenOn and the Debtors, including with respect to allocating assets, liabilities and responsibility for certain employee compensation and benefit plans and programs between the Parties, as set forth in this Agreement;

WHEREAS in accordance with the Restructuring Support Agreement, the Debtors will implement the restructuring transactions through the *Second Amended Joint Chapter 11 Plan of Reorganization of GenOn Energy, Inc. and Its Debtor Affiliates* (as it may be amended or supplemented from time to time, including all exhibits, schedules, supplements, appendices, annexes and attachments thereto, the “*Plan*”); and

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the conditions set forth herein, and intending to be legally bound, the Parties hereto agree as follows:

### **ARTICLE I DEFINITIONS**

Section 1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below.

“*Action*” means any demand, Claim, action, suit, countersuit, arbitration, litigation, inquiry, proceeding or investigation by or before any Governmental Authority or any arbitration or mediation tribunal or authority.

“*Affiliate*” means another person or an individual that directly or indirectly, through one or more intermediary, controls, or is controlled by, or is under common control with, such other person.

“**Agreement**” means this Employee Matters Agreement.

“**Applicable Law**” shall have the meaning set forth in Section 8.11(b) hereto.

“**Bankruptcy Code**” means Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532.

“**Business Day**” means any day, other than a Saturday, Sunday, or a “legal holiday” (as such term is defined in Bankruptcy Rule 9006(a)).

“**Claim**” means any claim, as defined in section 101(5) of the Bankruptcy Code.

“**Code**” means the Internal Revenue Code of 1986, as amended.

[“**Cutoff Date**” shall have the meaning set forth in Section 4.3(a).]

“**Effective Date**” shall have the meaning set forth in Section 2.1.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended.

“**GenOn**” means GenOn Energy, Inc., a Delaware Corporation, prior to its reorganization under the Plan.

“**GenOn Employees**” means any employees who were employed by the GenOn Group immediately prior to the Effective Date and remain employed by Reorganized GenOn Group immediately following the Effective Date.

“**GenOn Group**” means GenOn and any of its direct or indirect subsidiaries as of immediately prior to the Effective Date.

“**GenOn OPEB Liability**” shall have the meaning set forth in Section 4.4.

“**Governmental Authority**” shall have the meaning set forth in Section 8.11(b).

“**Inactive Employee**” shall have the meaning set forth in Section 6.4

“**Liabilities**” means any and all debts, liabilities, commitments and obligations, whether or not fixed, contingent or absolute, matured or unmatured, direct or indirect, liquidated or unliquidated, accrued or unaccrued, known or unknown, and whether or not required by GAAP to be reflected in financial statements or disclosed in the notes thereto (other than taxes).

“**Losses**” means any and all damages, losses, deficiencies, Liabilities, penalties, judgments, settlements, claims, payments, fines, interest, costs and expenses (including attorneys’ fees and all other costs, expenses and obligations), including in connection with a third-party claim.

[“**NRG 401(k) Plan**” means NRG Affiliates Employee Savings Plan.]

“**NRG Benefit Plans**” means each “employee benefit plan” (within the meaning of Section 3(3) of ERISA) and whether or not subject to ERISA, and each severance, change in control,



deferred compensation, retention, employment, retirement, savings, pension, incentive, bonus, commission, health, welfare, post-termination, retiree, separation, change of control, paid time off, fringe benefit or any other benefit or compensation plan, program, policy, agreement, arrangement, or contract, in each case, under which any employee or former employee or other service provider of the GenOn Group has any present or future right to benefits and under which NRG or any of its Affiliates has had or has any present or future Liability.

“**NRG OPEB Plans**” shall have the meaning set forth in 4.4(a).

“**NRG Pension Plans**” means the NRG Pension Plan, NRG Pension Plan for Bargained Employees, any other pension plan subject to Title IV of ERISA or the minimum funding standards of section 302 of ERISA or section 412 of the Code, any other pension plan that is a “multiemployer plan” within the meaning of section 3(37) of ERISA, and any defined benefit supplemental executive retirement plan for which NRG otherwise has liability, in each case, that is sponsored, maintained, contributed to, or required to be contributed to, by NRG and its subsidiaries and Affiliates, including the GenOn Group, or under which there may be obligations with respect to current or former employees of NRG and its subsidiaries and Affiliates, including the GenOn Group.

“**Order**” shall have the meaning set forth in Section 8.11(b).

“**Reorganized GenOn Group**” means GenOn and any of its direct or indirect subsidiaries as of the Effective Date.

“**Replacement Benefit Plan**” means any employee benefit plan established by Reorganized GenOn Group as of the Effective Date.

“**Replacement Pension Plans**” shall have the meaning set forth in Section 4.1(a).

“**Retained Nonqualified Plan**” shall have the meaning set forth in Section 4.5.

“**Settlement Agreement**” shall have the meaning set forth in Section 2.2.

## ARTICLE II CONDITIONS TO EFFECTIVE DATE

Section 2.1 Effective Date. Subject to the condition set forth in Section 2.2, this Agreement shall become effective and binding upon each of the Parties on the date (the “**Effective Date**”) on which the Plan shall have become effective in accordance with its terms.

Section 2.2 Condition Precedent. As a condition to the Effective Date (unless waived in writing by the Parties), the Settlement Agreement and Release between NRG, GenOn and the noteholders party thereto (the “**Settlement Agreement**”) shall be effective.

### ARTICLE III GENERAL PRINCIPLES

Section 3.1 Benefit Plan Participation. As of the Effective Date, except as required by Applicable Law, as otherwise provided in this Agreement [or any other agreement (including in any transition services agreement)], or the terms of any NRG Benefit Plan, each GenOn Employee shall cease to participate in, or accrue further benefits under, any NRG Benefit Plan, and shall commence participation in the Replacement Benefit Plans subject to the express terms of such Replacement Benefit Plans.

Section 3.2 Service Recognition. As of the Effective Date, Reorganized GenOn Group will provide credit to each GenOn Employee for each such GenOn Employee's length of service with NRG or the GenOn Group (including any length of service with any entity acquired by NRG or the GenOn Group or any such Affiliate) for purposes of eligibility, vesting (other than vesting of future equity awards), and determination of level of benefits under any Replacement Benefit Plan (excluding any defined benefit pension, nonqualified or deferred compensation, or equity or equity-based benefits) to the same extent that such service was recognized under the analogous NRG Benefit Plan, and only to the extent that such recognition does not result in the duplication of benefits or compensation for the same period of time.

Section 3.3 Assumption and Retention of Liabilities. Except as otherwise provided in this Agreement, Reorganized GenOn Group shall not assume, pay, perform or discharge or otherwise have any obligation or liability for, any and all Liabilities of NRG or any Affiliate of NRG (whether now existing or hereafter arising), and NRG and its Affiliates shall retain, and shall be solely responsible and liable for paying, performing and discharged when due, all such Liabilities of NRG or its Affiliates, including all Liabilities [at any time] arising under, in connection with or pursuant to any NRG Benefit Plan or any other benefit or compensation plan, program, policy, agreement, arrangement or contract at any time maintained, sponsored, contributed, or required to be contributed to by NRG or any of its Affiliates or with respect to which NRG or any of its Affiliates has any liability, and any liability or obligation relating to workers' compensation claims which relate to claims and/or injuries arising or asserted on or before the Effective Date.

### ARTICLE IV CERTAIN BENEFIT PLAN PROVISIONS

#### Section 4.1 Defined Benefit Pension Plans

(a) As of the Effective Date, Reorganized GenOn Group shall have a defined benefit pension plan (and related trust) intended to satisfy the requirements of Section 401(a) of the Code in which certain eligible collectively bargained GenOn Employees who participated in the NRG Pension Plans immediately prior to the Effective Date shall be eligible to participate (the "***Replacement Pension Plans***").

(b) [As of the Effective Date, NRG shall take all actions necessary or appropriate to cause all GenOn Employees who were participants in any of the NRG Pension Plans to be fully vested in their benefits under all NRG Pension Plans, as applicable.]

(c) [On and after the Effective Date, NRG shall take all actions necessary or appropriate to continue to credit GenOn Employees with service with Reorganized GenOn Group (or any successor thereto) for purposes of determining eligibility for any early retirement subsidies with respect to any NRG Pension Plans.]

Section 4.2 [Qualified Defined Contribution Plans.]

(a) On the Effective Date, Reorganized GenOn Group shall assume sponsorship (and related trust assets) of the GenOn Energy, Inc. Employee Savings Plan, which (i) was established by NRG on [●] as a defined contribution savings plan intended to satisfy the requirements of Sections 401(a) and 401(k) of the Code for eligible GenOn Employees who participated in the NRG 401(k) Plan immediately prior to [●], and (ii) previously accepted a trust to trust transfer of assets (including any promissory notes evidencing outstanding participant loans) from the NRG 401(k) Plan attributable to the GenOn Employees' vested and unvested accounts as of [●].]

Section 4.3 [Active Health and Welfare Benefit.]

(a) General. As of the later of (i) the Effective Date and (ii) the expiration of transition services (the latter of being the "**Cutoff Date**"), GenOn Employees shall cease participation in the NRG Benefit Plans providing health and welfare benefits, and Reorganized GenOn Group shall have in place Replacement Benefit Plans providing health and welfare benefits to the GenOn Employees. NRG shall be responsible for all claims incurred by GenOn Employees under such NRG Benefit Plan on or prior to the Cutoff Date and Reorganized GenOn Group shall be responsible in accordance with the Replacement Benefit Plans providing health and welfare benefits to GenOn Employees for all claims incurred by GenOn Employees incurred after the Cutoff Date.]

(b) [Flexible Spending Accounts.]<sup>1</sup>

Section 4.4 Retiree Health and Welfare Benefits. NRG shall retain any NRG Benefit Plans providing for post-employment or retiree health or welfare benefits (the "**NRG OPEB Plans**") and continue to be liable under the existing NRG OPEB Plans for former Employees of GenOn and any of its direct or indirect subsidiaries (the "**GenOn Group**") (and any dependents thereof), as of the Plan Effective Date in an amount up to an actuarial equivalent benefit amount of \$25.0 million (the "**Initial Value**"). As of the Effective Date, the actuaries of all NRG OPEB Plans shall calculate the actuarial equivalent benefit amount calculated as of the Effective Date (as determined their sole discretion on an APBO basis) (the "**Final Value**"). GenOn shall credit NRG for the difference between the Final Value and the Initial Value. To the extent permitted by law, NRG may in its sole discretion terminate the NRG OPEB Plans with respect to non-bargaining employees or retirees at any time. As of the Effective Date, the Reorganized GenOn Group will assume the Liability for

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<sup>1</sup> NTD: Parties to discuss need for spinoff of flex plan accounts.

all active GenOn Employees, including any active GenOn Employees, who have satisfied the applicable eligibility requirements of the NRG OPEB Plans, but have not yet started to receive their retiree health or welfare benefits under the applicable NRG OPEB Plans. GenOn further agrees that following the date on which the Plan is confirmed and prior to the Effective Date, the GenOn Group shall not offer any employees or former employees of the GenOn Group additional age and/or service credits and subsidies for purposes of eligibility under the NRG OPEB Plans without the written consent of NRG. NRG further agrees that it will not terminate, amend, or alter benefits or subsidies for former employees whose benefits derive from a collective bargaining agreement.

Section 4.5 Nonqualified Retirement Plans. NRG shall retain all Liabilities under the NRG Energy Deferral and Restoration Plan (the “*Retained Nonqualified Plan*”). Each GenOn Employee shall, as of the Effective Date, cease participation in the Retained Nonqualified Plan. As of the Effective Date, NRG shall take all actions necessary to: (i) fully vest all GenOn Employees in their account balances, to the extent any are unvested, and (ii) cause GenOn Employees to receive their benefits from the Retained Nonqualified Plan in accordance with the terms of the plan in effect as of the date hereof.

## ARTICLE V EQUITY INCENTIVES

Section 5.1 [Equity/LTIP/ESPP]<sup>2</sup>

## ARTICLE VI ADDITIONAL MATTERS

Section 6.1 Cash Incentive Programs. As of the Effective Date, Reorganized GenOn Group will assume payment obligations from NRG with respect to any accrued, but unpaid payments for the cash incentive programs set forth on Schedule 6.1 related to the GenOn Employees.<sup>3</sup> Reorganized GenOn Group will pay such accrued benefits to the applicable GenOn Employee in accordance with terms and conditions as determined by Reorganized GenOn Group in its sole discretion.

Section 6.2 Time-Off Benefits. As of the Effective Date, Reorganized GenOn Group will assume payment obligations from NRG with respect to any accrued, but unused paid time off and other similar time-off benefits for the GenOn Employees.<sup>4</sup> Reorganized GenOn Group will pay such accrued benefits to the applicable GenOn Employee in accordance with terms and conditions as determined by Reorganized GenOn Group in its sole discretion.

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<sup>2</sup> NTD: Parties to discuss. GenOn would expect all earned benefits to become full vested upon separation.

<sup>3</sup> NTD: Parties to discuss mechanism to reimburse/credit Reorganized GenOn Group for the assumption of the liability.

<sup>4</sup> NTD: Parties to discuss mechanism to reimburse/credit Reorganized GenOn Group for the assumption of the liability.

Section 6.3 [COBRA]. NRG shall retain all Liabilities with respect to any current and former employees (and their eligible dependents) of the GenOn Group who experienced a “qualifying event” (as such term is defined in Section 4980B(f)(3) of the Code) or loss of coverage at any time on or before the Cutoff Date.]

Section 6.4 Inactive Employees. To the extent any current or former employees of the GenOn Group are on short-term or long-term disability or workers’ compensation or leave of absence on the Effective Date (each an “*Inactive Employee*”), from and after the Effective Date, [NRG or one of its affiliates] shall retain the liability and obligation with respect to such Inactive Employee to provide employee benefits to such employees [until such time as the Inactive Employee returns to employment with Reorganized GenOn Group].

Section 6.5 Administration. Following the date hereof, the Parties shall reasonably cooperate in all matters to the extent reasonably necessary to effect this Agreement, including exchanging information and data relating to employee benefits, and employee benefit plan coverages, except to the extent prohibited by Applicable Law.

**ARTICLE VII**  
**[EMPLOYEE TRANSFERS]<sup>5</sup>**

**ARTICLE VIII**  
**MISCELLANEOUS**

Section 8.1 Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral, or written, among the Parties with respect thereto, except as may be provided or complemented in the Plan. In the event of any inconsistency between this Agreement and the Settlement Agreement, this Agreement shall govern.

Section 8.2 No Waiver; Remedies Cumulative. No waiver under this Agreement is effective unless it is in writing and signed by or on behalf of the Party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. No failure on the part of any Party to exercise or enforce and no delay in exercising or enforcing, and no course of dealing with respect to, any right, remedy, power or privilege under this Agreement shall operate as a waiver of such right, remedy, power or privilege, nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise of any such right, remedy, power or privilege or the exercise of any other right, remedy, power or privilege. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

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<sup>5</sup> NTD: Parties to discuss mechanism for pre-Effective Date employee transfers, if any.

Section 8.3 Amendments. This Agreement may not be modified, amended, or supplemented without the prior written consent of by each Party.

Section 8.4 Notices. Unless otherwise specified, all notices required or permitted under this Agreement shall be in writing and shall be delivered by email and (1) hand or (2) prepaid delivery service with package tracking capabilities. Such notices shall be addressed to:

if to NRG:

NRG Energy, Inc.  
804 Carnegie Center  
Princeton, NJ 08540  
Attn: Brian Curci, Corporate Secretary  
Email: brian.curci@nrg.com

with a copy to (which shall not constitute notice) to:

Baker Botts LLP  
2001 Ross Avenue  
Dallas, TX 75201  
Attn: C. Luckey McDowell, Emanuel C. Grillo, and Ian E. Roberts  
Email: luckey.mcdowell@bakerbotts.com  
emanuel.grillo@bakerbotts.com  
ian.roberts@bakerbotts.com

if to Reorganized GenOn Group:

GenOn Energy, Inc.  
804 Carnegie Center  
Princeton, NJ 08540  
Attn: Mac McFarland, Chief Executive Officer  
Email: mac@genon.com

with copies (which shall not constitute notice) to:

Kirkland & Ellis LLP  
300 North LaSalle Street  
Chicago, IL 60654  
Attn: David R. Seligman, P.C., Steven N. Serajeddini, and Jack Bernstein  
Email: david.seligman@kirkland.com  
steven.serajeddini@kirkland.com  
jack.bernstein@kirkland.com

and to:

Davis Polk & Wardwell LLP  
450 Lexington Avenue

New York, NY 10017  
Attn: Damian S. Schaible, Eli J. Vonnegut, and Angela M. Libby  
Email: damian.schaible@davispolk.com  
eli.vonnegut@davispolk.com  
angela.libby@davispolk.com

or such other address as may have been furnished by a Party to each of the other Parties by notice given in accordance with the requirements set forth above. Any notice given by delivery, mail (electronic or otherwise), or courier shall be effective when received.

Section 8.5 Interpretation Unless otherwise required by the context in which any term appears, for purposes of this Agreement:

(a) The singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the feminine and neutral genders and vice versa.

(b) References to “Articles,” or “Sections,” shall be to articles, sections, schedules or exhibits of or to this Agreement unless stated otherwise, and references to “paragraphs” or “clauses” shall be to separate paragraphs or clauses of the section or subsection in which the reference occurs.

(c) The words “include,” “includes” or “including” means “including, without limitation.”

(d) The word “or” will have the inclusive meaning represented by the phrase “and/or.”

(e) Whenever an event is to be performed or a payment is to be made by a particular date and the date in question falls on a day which is not a Business Day, the event shall be performed, or the payment shall be made, on the next succeeding Business Day; *provided, however*, that all calculations shall be made regardless of whether any given day is a Business Day and whether or not any given period ends on a Business Day.

(f) All references herein to any statute, other law or agreement shall be to such statute, law or agreement as amended, supplemented or modified from time to time unless otherwise specifically provided herein.

(g) This Agreement was negotiated and prepared by each of the Parties with advice of counsel to the extent deemed necessary by each Party; the Parties have agreed to the wording of this Agreement; and none of the provisions hereof shall be construed against any Party on the ground that such Party is the author of this Agreement or any part hereof.

Section 8.6 Captions. The captions and section headings appearing in this Agreement are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

Section 8.7 Severability. If any provision of this Agreement is found or held to be invalid or unenforceable by a court, arbitrator, or other decision-making body of



competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable to the greatest extent allowed by such court, arbitrator, or body under law.

Section 8.8 Assignment.

(a) This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns; *provided, however*, that, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned (including by operation of Applicable Law) by a Party without the prior written consent of the other Parties.

(b) Any purported assignment of this Agreement in violation of this Section 8.8 shall be null and void.

Section 8.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, e-mail or other means of electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 8.10 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto, no provision of this Agreement shall be deemed to confer upon any third parties any claim, remedy, liability, reimbursement, cause of action, or other right. For clarity, nothing in this Agreement shall be read to impair the ability of any Party to seek to recover from any third party person or entity for amounts due to any Party, except to the extent such claims are expressly addressed in this Agreement.

Section 8.11 Governing Law; Submission to Jurisdiction; Selection of Forum.

(a) THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement (i) to the extent possible, in the Bankruptcy Court or (ii) otherwise, in state and federal courts sitting in the City, County and State of New York (collectively, the "Chosen Courts"), and solely in connection with claims arising out of or related to this Agreement: (a) irrevocably submits to the exclusive jurisdiction of the Chosen Courts and courts of appeals therefrom; (b) waives any objection to laying venue in any such action or proceeding in the Chosen Courts; (c) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any Party hereto; and (d) consents to entry of final judgment by the Chosen Courts.

(b) For purposes of this Agreement: (i) "***Applicable Laws***" means any federal, state, provincial, local, municipal, foreign or other law, statute, legislation, constitution, principal of common law, ordinance, code, edict, proclamation, treaty, rule, regulation, ruling, directive, Order, or requirement of, or issued, promulgated, enforced or entered by, any Governmental Authority or court of competent jurisdiction, or other legal



requirement or rule of law; (ii) “**Governmental Authority**” means any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality of the United States or any foreign country, any state or local body of the United States, any independent system operator, any regional transmission organization, reliability council or authority, or any foreign country or any political subdivision of any of the foregoing, and any court of competent jurisdiction; and (iii) “**Order**” means any final writ, judgment, decree, injunction or similar order of any Governmental Authority.

Section 8.12 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

**NRG ENERGY, INC.**

**GENON ENERGY, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: [●]

Name: [●]

Title: [●]

Title: [●]

**EXHIBIT F**

**Form of Cooperation Agreement**

Certain documents, or portions thereof, contained in this **Exhibit F** and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, subject to the applicable consent rights under the Plan and the Restructuring Support Agreement, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

This **Exhibit F** is subject to ongoing review, revision, and further negotiation by the parties to the Restructuring Support Agreement including the Debtors, Consenting Noteholders and NRG, who have various consent rights over the final form of this **Exhibit F** and this **Exhibit F** may be amended, modified, supplemented, and revised in accordance with those ongoing negotiations.

## Cooperation Agreement

This Cooperation Agreement (this “Agreement”) dated as of [\_\_\_\_\_, 2017] (the “Effective Date”), is by and between GenOn Energy, Inc. (“GenOn”) and NRG Energy, Inc. (“NRG”); and

WHEREAS, NRG and GenOn are parties to the Restructuring Support Agreement dated June 12, 2017 (the “Restructuring Support Agreement”), which provides that GenOn and NRG will cooperate to maximize the value of certain development projects and assets implicated by such development projects.

NOW THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto (together, the “Parties” and each a “Party”) hereby agree as follows:

### ARTICLE I

#### DEFINITIONS

Section 1.1 Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Affiliates” means, with respect to any Person, (a) each Person that such Person Controls, (b) each Person that Controls such Person, and (c) each Person that is under common Control with such Person; provided, that GenOn and NRG shall not be deemed Affiliates for purposes of this Agreement.

“Agreement” has the meaning set forth in the preamble.

“Avon Lake Pipeline” means [that certain pipeline owned by NRG that is connected to the Avon Lake facility located near Avon Lake, Ohio.]

“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of Texas or such other court having jurisdiction over the Chapter 11 Cases.

“Business Day” means any day other than a Saturday, Sunday or a statutory holiday on which federal banks in the State of New York are closed.

“Canal 3” means the advanced development stage project that will consist of an approximately 333MW electricity generating facility located in Sandwich, MA.

“Canal 3 Agreements” means collectively: the (1) Option and Lease Agreement, dated March 31, 2016, by and between NRG Canal LLC and NRG Canal 3 Development LLC; (2) Operation and Maintenance Agreement, dated December 16, 2016, by and between NRG Canal LLC and NRG Canal 3 Development LLC; (3) Shared Facilities Agreement, dated December 16, 2016, by and between NRG Canal LLC and NRG Canal 3 Development[; and (4) that certain Solar Site Lease Agreement, dated May 4, 2016, by and between NRG Canal LLC and NRG Renew Canal I LLC, as amended, modified and supplemented from time to time].

“Canal 3 Option” has the meaning set forth in Section 2.1(a).

“Canal 3 Option Period” has the meaning set forth in Section 2.1(a).

“Canal 3 Option Price” has the meaning set forth in Section 2.1(a).

“Chapter 11 Cases” means the procedurally consolidated and jointly administered Chapter 11 cases pending in the Bankruptcy Court in respect of GenOn and certain of its direct and indirect subsidiaries, styled as *In re GenOn Energy, Inc.* et al. Case No. 17-33695.

“Confidential Information” has the meaning set forth in Section 4.1(b).

“Confirmation Date” has the meaning set forth in the Plan.

“Control” means the possession, directly or indirectly, through one or more intermediaries, of either of the following:

(a)(i) in the case of a corporation, more than 50% of the outstanding voting securities thereof; (ii) in the case of a limited liability company, partnership, limited partnership or venture, the right to more than 50% of the distributions therefrom (including liquidating distributions); (iii) in the case of a trust or estate, including a business trust, more than 50% of the beneficial interest therein; and (iv) in the case of any other entity, more than 50% of the economic or beneficial interest therein; or

(b) in the case of any entity, the power or authority, through ownership of voting securities, by contract or otherwise, to exercise a controlling influence over the management of the entity.

“Deer Park” means [•].

“Deer Park O&M Agreement” means that certain Operation and Maintenance Agreement dated July 15, 2011 by and between GenOn Energy Services, LLC and Shell Oil Company, as amended from time to time thereafter.

“Disclosing Party” has the meaning set forth in Section 4.1(b).

“Effective Date” has the meaning set forth in the preamble.

“Emergence” means the date on which the effective date of the Plan occurs in accordance with its terms.

“Existing Radial Lines Agreement” has the meaning set forth in Section 2.1(b).

“GenOn” has the meaning set forth in the preamble.

“Governmental Authority” means a federal, state or local governmental authority; a county or parish; a city, town, township, village or other municipality; a district, ward or other subdivision of any of the foregoing; any executive, legislative or other governing body of any of the foregoing; any agency, regulatory authority, board, department, system, service office, commission, committee, council or other administrative body of any of the foregoing; any independent system operator, regional transmission organization, the North American Electric Reliability Corporation or any other reliability council or authority; any court or other judicial body; and any officer, official or other representative of any of the foregoing.

“Governmental Order” has the meaning set forth in Section 4.1(d).

“Law” means any applicable constitutional provision, statute, act, code, law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration or interpretive or advisory opinion or letter of a Governmental Authority having valid jurisdiction.

“NRG” has the meaning set forth in the preamble.

“Option Closing” has the meaning set forth in Section 2.2.

“Option Notice” has the meaning set forth in Section 2.2.

“Party” has the meaning set forth in the recitals.

“Person” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or other individual or entity in its own or any representative capacity or any Governmental Authority.

“Plan” means the *Second Amended Joint Chapter 11 Plan of Reorganization of GenOn Energy, Inc. and its Debtor Affiliates* filed in the Chapter 11 Cases as docket number 832, as may be modified or amended in accordance with its terms.

“Plan Effective Date” means the date that is the first Business Day after the Confirmation Date on which all conditions precedent to the occurrence of the Plan’s Effective Date set forth in Article X.A of the Plan have been satisfied or waived in accordance with Article X.C of the Plan.

“Receiving Party” has the meaning set forth in Section 4.1(b).

“Reorganized GenOn” has the meaning set forth in the Plan.

“Restructuring Support Agreement” has the meaning set forth in the recitals.

“Seward” means [•]

#### Section 1.2 General Interpretive Principles.

(a) The words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole.

(b) Words in the singular shall include the plural and vice versa, and words of one gender shall include the other genders, in each case, as the context requires.

(c) The word “including” and words of similar import shall mean “including, without limitation,” unless otherwise specified. The word “or” is not exclusive.

(d) References to “days” shall mean calendar days.

(e) All references to “\$” or “dollars” mean the lawful currency of the United States of America.

## ARTICLE II

### COOPERATION AND DEVELOPMENT

Section 2.1 Cooperation and Development. Subject to the terms and conditions set forth herein:

(a) Subject to the occurrence of the Plan Effective Date, GenOn shall assume the Canal 3 Agreements, and in exchange NRG hereby grants GenOn an option (the “Canal 3 Option”) which shall expire at 11:59 PM EPT on March 31, 2018 (the “Canal 3 Option Period”), to acquire NRG’s interest in and to Canal 3, including the Canal 3 Agreements, for the sum of (i) \$40,000,000, (ii) all future investments

actually made by NRG solely with respect to Canal 3 after the Effective Date through the exercise date of the Canal 3 Option (in the case of (i) and (ii), to be calculated consistent with the development schedule previously provided to GenOn and inclusive of the development fee as specified therein through the exercise date of the Canal 3 Option), and (iii) a 12% return on investment; *provided*, that the basis upon which the 12% return on investment is calculated shall exclude all development fees (the “Canal 3 Option Price”), with such option to be exercised in accordance with and pursuant to Section 2.2. During the Canal 3 Option Period, NRG will continue to invest in and develop Canal 3 using its commercially reasonable and good faith efforts. All budgets for future investments in Canal 3 shall be mutually agreed between GenOn and NRG.

(b) On or before December 31, 2017, GenOn will terminate the [Amended and Restated Coolwater Generating Station Radial Lines Agreement by and between Southern California Edison Company (“SCE”) and NRG California South LP effective as of April 7, 1998] (as amended from time to time thereafter, the “Existing Radial Lines Agreement”) (including, but not limited to, the \$530,000 annual payment by GenOn to NRG with respect thereto) and will grant an easement [in the form attached hereto as Exhibit A][(as negotiated and mutually agreed upon in good faith by GenOn and NRG)] to a [9-acre parcel of land] solely to the extent necessary to facilitate a generation tie in to the SCE transmission system by NRG’s adjacent development project. For the avoidance of doubt, upon the termination of the Existing Radial Lines Agreement, NRG will be solely responsible for and bear any and all costs set forth in Section 9 of the Existing Radial Lines Agreement, including any letter of credit posting, and any refund payable to the plant owner pursuant to Section 9 of the Existing Radial Lines Agreement shall be paid to NRG.

(c) The Avon Lake Pipeline shall be preserved for the benefit of Avon Lake and on a cost-neutral basis to NRG. Upon GenOn’s request, NRG and GenOn shall use commercially reasonable efforts to transfer NRG’s rights and interests in the Avon Lake Pipeline railcars to GenOn.<sup>1</sup>

(d) On or before December 1, 2017, GenOn (i) will use its commercially reasonable efforts to transfer its employees whose responsibilities are exclusively or primarily related to the Seward and Deer Park Generating Stations to NRG and (ii) shall assign the Deer Park O&M Agreement to NRG.

(e) NRG and GenOn shall negotiate in good faith the continued shared use of the licenses and permits set forth on Exhibit C attached hereto and any additional permits and licenses reasonably requested by GenOn that are necessary for the operation of the business of GenOn as soon as practicable after Emergence. If mutual agreement cannot be reached with respect to any such license or permit, NRG will use commercially reasonable efforts to assist GenOn in obtaining any such licenses or permits, including, upon the reasonable request of GenOn, initiating contacts with any third-party vendor or other supplier with whom NRG has a pre-existing relationship, providing all contact and relationship information regarding all such third-party vendors, and making joint calls, arranging and conducting joint meetings or other contacts with such third-party vendors, in each case at GenOn’s sole expense.<sup>2</sup>

(f) NRG and GenOn shall discuss in good faith continued provision of certain tax compliance and accounting services solely to the extent necessary to complete applicable tax work for pre-closing and straddle tax periods and otherwise facilitate the provision of such tax compliance and accounting services to Reorganized GenOn (and/or a third-party provider of Reorganized GenOn’s choosing).

Section 2.2 Option Exercise. GenOn may exercise the Canal 3 Option by delivering written notice (an “Option Notice”) to NRG at any time during the applicable Canal 3 Option Period. Until the expiration

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<sup>1</sup> Note to Draft: The sizing and economics of the railcars in this section remain subject to ongoing due diligence and negotiation. NRG recognizes that GenOn anticipates an at-the-money transfer, appropriately sized for Avon Lake’s long-term needs.

<sup>2</sup> Note to Draft: This is different from the TSA. The licenses/permits referred to herein are with respect to continued shared use. The TSA only addresses licenses to be transferred.



of the Canal 3 Option Period, NRG shall be restricted from transferring, selling, assigning or otherwise disposing of its interests in and to Canal 3 other than to GenOn or any of GenOn's Affiliates without GenOn's prior written consent. Following delivery of an Option Notice, GenOn shall pay the applicable Canal 3 Option Price no later than [60] days following the date such Option Notice is delivered and delivery of the purchased interests shall be consummated substantially contemporaneously therewith (each, an "Option Closing"). If, for any reason, GenOn does not pay the applicable Canal 3 Option Price within such [60] day period, the Canal 3 Option will be deemed to have been forfeited. In connection with any Option Closing, GenOn will receive customary representations and warranties from NRG and any applicable permitted transferee regarding the sale of NRG's interests in and to Canal 3 and Avon Lake, as applicable, including representations that NRG or any applicable permitted transferee has good and marketable title to the interests to be transferred, free and clear of all liens, claims and other encumbrances on the date of closing the transfer. NRG hereby consents to the taking of any steps by GenOn (or its designees exercising the Canal 3 Option) which GenOn deems are reasonably necessary to effect any legal formalities in relation to such transfer, subject to NRG's right to consent to any filing of record in the applicable real property records.

Section 2.3 Disclaimer of Development Rights. NRG hereby irrevocably disclaims and relinquishes any and all other development rights, title and interest in relation to GenOn property sites and assets related thereto, other than those sites specified and dealt with by this Agreement. NRG represents that there are no development-related agreements between GenOn and NRG or any of their respective Affiliates other than those set forth in Exhibit B attached hereto.

### ARTICLE III

#### EFFECTIVENESS

Section 3.1 Effectiveness. This Agreement shall become effective upon the Effective Date.

Section 3.2 Termination; Extension. Subject to NRG or GenOn's respective continuing obligation to make payments then owing under this Agreement, the Parties may terminate this Agreement by mutual written Agreement.

Section 3.3 Rights upon Termination. In the event of termination of this Agreement for any reason whatsoever, subject to this Article III, all obligations of either Party shall terminate. Upon such termination, NRG shall provide to GenOn all Confidential Information of GenOn in NRG's possession or control in a medium and format reasonably requested by GenOn, and upon request by GenOn destroy or deliver up all copies of Confidential Information of GenOn in NRG's possession or control except to the extent required by Law or regulation to keep such information or as necessary for NRG to comply with the terms of this Agreement.

### ARTICLE IV

#### GENERAL PROVISIONS

Section 4.1 Confidentiality.

(a) Each of NRG and GenOn agree that any information exchanged between the Parties or their respective Affiliates that is marked as confidential or proprietary or should reasonably be understood to be confidential or proprietary under the circumstances shall be treated as Confidential Information. Each of NRG and GenOn hereby agrees not to disclose or use at any time, either during the term of this Agreement or thereafter, any Confidential Information (as defined below) of the other Party, whether or not such information is developed by such Party, except to the extent that such disclosure or use is directly related to and required by (i) the performance of the Services pursuant to the terms of this Agreement or (ii)

enforcement of such Party's rights under this Agreement. Each Party and its Affiliates shall take all commercially reasonable steps to safeguard the other Party's Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft.

(b) As used in this Agreement, the term "Confidential Information" means, with respect to GenOn, on the one hand, or NRG, on the other hand (such Party disclosing Confidential Information, the "Disclosing Party" and such Party receiving Confidential Information, the "Receiving Party"), information and data that is not generally known to the public concerning, arising from, owned by, or related to such Disclosing Party and its Affiliates or any of their respective assets (including, for the avoidance of doubt, all intellectual property and books and records of such Disclosing Party or any of its Affiliates); provided, that Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of a breach of this Agreement by the Receiving Party or any of the Receiving Party's Affiliates, (ii) is or becomes available to the Receiving Party on a non-confidential basis prior to disclosure to such Receiving Party by the Disclosing Party or its Affiliates or their respective representatives from a source that is not bound by a confidentiality agreement or similar undertaking with the Disclosing Party or its Affiliates or their respective representatives, or (iii) was independently developed by the Receiving Party without use of, or reference to, any information or data that is not generally known to the public concerning, arising from, owned by, or related to the Disclosing Party or its Affiliates or any of their respective assets.

(c) All Confidential Information of a Disclosing Party belongs to such Disclosing Party. Any permitted use or disclosure of any Confidential Information by the Receiving Party shall not be deemed to represent an assignment or grant of any right, title or interest in such Confidential Information.

(d) The foregoing shall not be violated by statements in response to legal process, required governmental testimony or filings, or administrative investigations or arbitral proceedings (including, without limitation, depositions in connection with such investigations or proceedings) ("Governmental Order") or to comply with NRG's customary document retention policies; provided that NRG maintains the confidentiality of the Confidential Information in accordance with this Agreement. If a Receiving Party or any of its Affiliates is required by Governmental Order to disclose Confidential Information, such Receiving Party or such Affiliate may disclose such Confidential Information only to the extent required to be disclosed and shall, if not prohibited by Law, promptly notify the Disclosing Party and take reasonable steps at the Disclosing Party's expense to assist the Disclosing Party in contesting such Governmental Order or in protecting the Confidential Information.

(e) Notwithstanding anything else in this Agreement, Receiving Party may disclose the Confidential Information of the Disclosing Party to Receiving Party's Affiliates and its and their respective directors, officers, employees, managers, attorneys, accountants, consultants, professional advisors, auditors, agents and representatives as reasonably required to perform the Services or fulfill its obligations under this Agreement, and any such disclosure shall not be a violation of such Party's obligations under this Section 4.1.

Section 4.2 Notices. All notices and communications required or permitted to be given hereunder shall be in writing and shall be delivered personally, or sent by bonded overnight courier, or mailed by U.S. Express Mail or by certified or registered United States Mail with all postage fully prepaid, or sent by electronic mail (with a hard copy to follow), addressed to the applicable Party, as appropriate, at the address for such Person shown below or at such other address as such Party shall have theretofore designated by written notice delivered to the other Parties:

If to GenOn, addressed to:

GenOn Energy, Inc.

Attn: [●]

Address: [●]

Email: [●]

and with a copy to (which shall not constitute notice):

Attn: [●]

Address: [●]

Email: [●]

If to NRG, addressed to:

NRG Energy, Inc.

Attn: David Hill

Address: 804 Carnegie Center

Princeton, NJ 08540

Email: OGC@NRG.com

and with a copy to (which shall not constitute notice):

Baker Botts L.L.P.

Attn: Elaine M. Walsh

Address: 1299 Pennsylvania Ave., NW

Washington, D.C. 20004

Email: elaine.walsh@bakerbotts.com

Any notice given in accordance herewith shall be deemed to have been given only when delivered to the addressee in person or by courier, or transmitted by electronic mail during normal business hours on a Business Day (or if delivered or transmitted after normal business hours on a Business Day or on a day other than a Business Day, then on the next Business Day), or upon actual receipt by the addressee during normal business hours on a Business Day after such notice has either been delivered to an overnight courier or deposited in the United States Mail, as the case may be (or if delivered after normal business hours on a Business Day or on a day other than a Business Day, then on the next Business Day). Any Party may change the contact information to which such communications are to be addressed by giving written notice to the other Party.

Section 4.3 Successors, Assigns and Transferees.

(a) The rights and obligations of any Party under this Agreement may be transferred only with the the written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed, and provided, that (i) either Party may transfer its rights and obligations hereunder, in whole or in part, to any Affiliate of such Party without the prior written consent of the other Party, and (ii) provided further, that such assignment shall not relieve such Party of any of its obligations hereunder to the extent any such Affiliate does not satisfy its obligations hereunder. Any transfer in violation of this Section 4.3 shall be null and void.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns, and there shall be no third-party beneficiaries.

Section 4.4 Jurisdiction; Governing Law; Waiver of Jury Trial.

(a) This Agreement and the rights and obligations of the Parties hereunder shall be governed by, and construed and interpreted in accordance with, the Laws of the State of New York, without regard to otherwise governing principles of conflicts of law that would result in the application of the law of any other jurisdiction. In addition to any remedies at Law, or expressly set forth herein, each Party acknowledges that the other Party shall be permitted, without the posting of a bond or other security, to pursue equitable remedies in respect of any breach of the terms of this Agreement, including, without limitation, the right to enforce such terms specifically notwithstanding the availability of adequate money damages.

(b) In any judicial proceeding involving any dispute, controversy or claim arising out of or relating to this Agreement, each of the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of the state and federal courts located in the State of New York for any actions, suits or proceedings arising out of or relating to or concerning this Agreement.

(c) EACH OF THE PARTIES HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Section 4.5 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the transactions contemplated hereby are not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 4.6 Entire Agreement; Amendment. This Agreement, as it may be amended from time to time by the Parties, sets forth the entire understanding and agreement of the Parties, and this Agreement shall supersede any other agreement and understandings (written or oral) between the Parties with respect to the transactions described in this Agreement.

Section 4.7 Bankruptcy. All licenses granted under this Agreement shall be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, 11 U.S.C. § 365(n), licenses to “intellectual property” as defined under Section 101 of the U.S. Bankruptcy Code, 11 U.S.C. § 101. The Parties agree that GenOn, NRG and their respective Affiliates shall retain and may fully exercise all of their rights and elections under Section 365(n) of the U.S. Bankruptcy Code.

Section 4.8 Counterparts. A Party may deliver executed signature pages to this Agreement by facsimile or other electronic transmission to the other Party, which electronic copy shall be deemed to be an original executed signature page. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page.

Section 4.9 Further Assurances and Cooperation. Each Party hereby further covenants and agrees to negotiate any documentation related to the transactions contemplated by this Agreement in good faith and, in any event, in all respects consistent with this Agreement and the Restructuring Support Agreement. Each Party agrees to cooperate in good faith with each other to facilitate the performance by the Parties of their obligations hereunder and the purposes of this Agreement. Each Party shall take all reasonable and appropriate action and shall execute all documents, instruments or agreements of any kind that may be

reasonably necessary or appropriate to carry out any of the provisions hereof and to otherwise effectuate the transactions contemplated by this Agreement and the Restructuring Support Agreement.

Section 4.10 Specific Performance. It is understood and agreed by each of the Parties that money damages may not be a sufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy of any such breach. This provision is without prejudice to any other rights or remedies, whether at law or in equity, that any Party may have against any other Party for any failure to perform its obligations under this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf by its officers thereunto duly authorized, all as of the day and year first above written:

GENON ENERGY, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

NRG ENERGY, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

**Form of Easement**

[To come.]

EXHIBIT B

**Intercompany Development-Related Agreements**

[To come.]



EXHIBIT C

**Shared Licenses and Permits**

[To come.]

## **EXHIBIT G**

### **Form of Transition Services Agreement**

Certain documents, or portions thereof, contained in this **Exhibit G** and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, subject to the applicable consent rights under the Plan and the Restructuring Support Agreement, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

This **Exhibit G** is subject to ongoing review, revision, and further negotiation by the parties to the Restructuring Support Agreement including the Debtors, Consenting Noteholders and NRG, who have various consent rights over the final form of this **Exhibit G** and this **Exhibit G** may be amended, modified, supplemented, and revised in accordance with those ongoing negotiations.

### Transition Services Agreement

This Transition Services Agreement (this “Agreement”) dated as of [\_\_\_\_\_, 2017] (the “Effective Date”), is by and between GenOn Energy, Inc. (“Company”) and NRG Energy, Inc. (“Provider”).

WHEREAS, Provider and Company are parties to the Services Agreement dated December 20, 2012 (the “Existing Services Agreement”), which provides for the provision by Provider of services (as such services are provided as of the date immediately prior to the filing of the Chapter 11 Cases in the Bankruptcy Court, the “Existing Services”) to Company through the Effective Date;

WHEREAS, Provider and Company are parties to the Restructuring Support Agreement dated June 12, 2017 (the “Restructuring Support Agreement”), which provides that Company and Provider will cooperate to transition the Existing Services to Company and its Affiliates and to establish Company and its subsidiaries as a stand-alone enterprise unaffiliated with Provider (the “Separation”);

WHEREAS, Provider and Company wish to ensure that the Services are provided to Company under this Agreement with the same quality and care that Provider has provided the Existing Services to Company under the Existing Services Agreement;

WHEREAS, Company has, pursuant to the Restructuring Support Agreement, negotiated and agreed to certain restructuring and recapitalization transactions with respect to its capital structure (the “Restructuring”);

WHEREAS, in the event the Company terminates all of the Shared Services (other than the Extended IT Services) prior to September 30, 2018, the Parties (as defined below) have agreed that GenOn shall be entitled to a credit equal to the sum of \$1,000,000 per month for every month (including a pro-rated credit for any partial month) the Shared Services are terminated prior to September 30, 2018, as further set forth in the Settlement Agreement by and among the Parties and the other parties thereto; and

WHEREAS, pursuant to the Restructuring Support Agreement, and in connection with the consummation of the Restructuring and the Separation, the Parties desire to enter into this Agreement for (i) the termination of the Existing Services Agreement, (ii) the provision of the Services (as defined below), and (iii) the transfer of certain licenses and permits.

NOW THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto (together, the “Parties” and each a “Party”) hereby agree as follows:

#### ARTICLE I

#### DEFINITIONS

Section 1.1 Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Additional Services” has the meaning set forth in Section 2.1(b).

“Affiliates” means, with respect to any Person, (a) each Person that such Person Controls, (b) each Person that Controls such Person, and (c) each Person that is under common Control with such Person; provided, that Company and Provider shall not be deemed Affiliates for purposes of this Agreement.

“Agreement” has the meaning set forth in the preamble.

“Assets” has the meaning set forth in Section 4.15.

“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of Texas or such other court having jurisdiction over the Chapter 11 Cases.

“Business Day” means any day other than a Saturday, Sunday or a statutory holiday on which federal banks in the State of New York are closed.

“Chapter 11 Cases” means the procedurally consolidated and jointly administered Chapter 11 cases pending in the Bankruptcy Court in respect of the Company and certain of its direct and indirect subsidiaries, styled as *In re GenOn Energy, Inc.* et al. Case No. 17-33695.

“Company” has the meaning set forth in the preamble.

“Company Group Party” has the meaning set forth in Section 2.4(a).

“Company Representative” has the meaning set forth in Section 2.1(f).

“Company Systems” has the meaning set forth in Section 4.4(a).

“Confidential Information” has the meaning set forth in Section 4.5(b).

“Control” means the possession, directly or indirectly, through one or more intermediaries, of either of the following:

(a)(i) in the case of a corporation, more than 50% of the outstanding voting securities thereof; (ii) in the case of a limited liability company, partnership, limited partnership or venture, the right to more than 50% of the distributions therefrom (including liquidating distributions); (iii) in the case of a trust or estate, including a business trust, more than 50% of the beneficial interest therein; and (iv) in the case of any other entity, more than 50% of the economic or beneficial interest therein; or

(b) in the case of any entity, the power or authority, through ownership of voting securities, by contract or otherwise, to exercise a controlling influence over the management of the entity.

“Data” means all data, reports and other materials or intellectual property that are received, processed or stored for Company by Provider or created by Provider in or pursuant to its performance of the Services, but excluding data, intellectual property or materials that are created by Provider as generic output or intellectual property.

“Disclosing Party” has the meaning set forth in Section 4.5(b).

“Effective Date” has the meaning set forth in the preamble.

“Emergence” means the date on which the effective date of the Plan occurs in accordance with its terms.

“Emergence Period” means the period from the Emergence through the date that is the second monthly anniversary following the Emergence.

“Emergency” means a sudden or unexpected event that (a) causes, or risks causing, damage to the Company power generation facilities or other property or injury to any Person and (b) is of such a nature that Provider must, in its reasonable discretion in accordance with Prudent Industry Practices, take immediate action.

“End Date” has the meaning set forth in Section 2.1(b).

“Existing Services” has the meaning set forth in the recitals.

“Existing Services Agreement” has the meaning set forth in the recitals.

“Extended IT Services” means plant network transition, plant telecom (voice and data), and data transition services.

“Force Majeure” means any cause beyond the reasonable control of a Party, including the following causes (unless they are within such Party’s reasonable control): (a) floods, earthquakes, landslides, storms, snowstorms and ice storms (including freezing of facilities or equipment), tornadoes, hurricanes, dust storms, lightning, fire, explosions, perils of sea, epidemics, pestilences and other acts of God, in each case solely to the extent such events are major disasters; (b) strikes, lockouts or other labor disputes; (c) labor or material shortages; (d) failure or breakdown of facilities or equipment from any other cause not specifically listed herein, provided that such failure or breakdown is not caused by the failure of the Party claiming Force Majeure to operate and maintain those facilities or equipment in accordance with this Agreement; (e) wars (regardless of whether declared), embargoes, blockades and others acts of the public enemy; (f) revolutions, civil wars, civil disturbances, civil disobedience, insurrections, riots, assassinations and ethnic and religious strife; (g) sabotage, terrorism and threats thereof; (h) political developments, elections and changes of government; and (i) acts of Governmental Authorities, including the following: adoption, issuance, amendment, interpretation or repeal of Laws; failures to grant licenses, certificates, permits, orders, approvals, determinations and authorizations from Governmental Authorities having valid jurisdiction; restraints; expropriations, requisitions, confiscations, condemnations and other takings; export or import restrictions; closing of ports, airports, terminals, roadways, waterways, rail lines, telecommunications systems or other facilities or systems; impositions of martial law; and rationing or allocation schemes (whether imposed by Governmental Authorities or by business in cooperation with Governmental Authorities). Notwithstanding anything contained in this definition, a Party’s lack of finances shall not constitute Force Majeure.

“Form of Third Party TSA” has the meaning set forth in Section 4.15.

“General Separation Services” has the meaning set forth in Section 2.1(a).

“General Support Termination Date” has the meaning set forth in Section 3.1.

“Governmental Authority” means a federal, state or local governmental authority; a county or parish; a city, town, township, village or other municipality; a district, ward or other subdivision of any of the foregoing; any executive, legislative or other governing body of any of the foregoing; any agency, regulatory authority, board, department, system, service office, commission, committee, council or other administrative body of any of the foregoing; any independent system operator, regional transmission organization, the North American Electric Reliability Corporation or any other reliability council or authority; any court or other judicial body; and any officer, official or other representative of any of the foregoing.

“Governmental Order” has the meaning set forth in Section 4.5(d).

“Law” means any applicable constitutional provision, statute, act, code, law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration or interpretive or advisory opinion or letter of a Governmental Authority having valid jurisdiction.

“Monthly Fee” means, per month and in each case prorated for any partial periods in respect of any Terminated Service: (a) during the Emergence Period, \$0, and (b) for any other month, (i) \$7,000,000, *less* (ii) the “Cost Reduction Amount” set forth on Schedule A<sup>1</sup> with respect to any Terminated Service, *less* (iii) \$[●] in respect of the 1000 Main Lease through [●],<sup>2</sup> 2018.

“Non-Solicit Period Start Date” means, (a) with respect to Provider’s obligations under Section 4.8, [the Effective Date] and (b) with respect to Company’s obligations under Section 4.8, with respect to each employee of Provider, the end of the Service Term under which such employee is providing the Terminated Service(s).

“Party” has the meaning set forth in the recitals.

“Permitted Candidate” has the meaning set forth in Section 4.8.

“Person” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or other individual or entity in its own or any representative capacity or any Governmental Authority.

“Personal Information” has the meaning set forth in Section 4.17.

“Plan” means the *Second Amended Joint Chapter 11 Plan of Reorganization of GenOn Energy, Inc. and its Debtor Affiliates* filed in the Chapter 11 Cases as docket number 832, as may be modified, amended or supplemented in accordance with its terms.

“Privacy Laws” has the meaning set forth in Section 4.17.

“Prospective Buyer” has the meaning set forth in Section 4.15.

“Provider” has the meaning set forth in the preamble.

“Provider Group Party” has the meaning set forth in Section 2.4(b).

“Provider Representative” has the meaning set forth in Section 2.1(e).

“Prudent Industry Practices” means those practices, methods, standards and acts (including those engaged in or approved by a significant portion of the independent power producers in the same or comparable region(s) in which the Services are being provided) that at a particular time in the exercise of good judgment and in light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result in a manner consistent with Applicable Law, applicable Permits, equipment manufacturers’ recommendations, reliability, safety and expedition; provided, however, that Prudent Industry Practices are not necessarily defined as the optimal standard practice method or act to the exclusion of others, but rather refer to a range of actions at reasonable cost and otherwise reasonable under the circumstances.

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<sup>1</sup> Note to Draft: Schedule A is subject to further review and confirmation in all respects.

<sup>2</sup> Note to Draft: End date and monthly rent to be confirmed. To be the same as credit provided under Existing Services Agreement.

“Receiving Party” has the meaning set forth in Section 4.5(b).

“Reimbursable Employee Expenses” means time-based bonuses in an amount up to \$3 million, in the aggregate, paid by Provider or its Affiliates to their respective employees who are providing services to Company as of the Effective Date, payable through the end date of such Person’s employment; *provided* that the individual employees selected for such bonuses and corresponding amounts shall be subject to Company’s consent, which consent shall not be unreasonably withheld, conditioned or delayed.

“Reimbursable Expenses” means reasonable out-of-pocket, non-Affiliate third party expenses that and are actually incurred by Provider or its Affiliates in connection with the provision of the Services pursuant to this Agreement, and provided that (a) “Reimbursable Expenses” shall include only amounts spent with respect to Company and its Affiliates and the performance of the Services and shall not include expenses incurred attributable to or for the benefit of Provider or its Affiliates, (b) “Reimbursable Expenses” shall only include amounts if such amounts or category of expenditures have been pre-approved by Company in writing unless, (i) Company unreasonably withholds, delays or conditions consent with respect to any costs incurred in connection with an Emergency, or (ii) such expenses are Reimbursable Employee Expenses and (c) “Reimbursable Expenses” shall not include any expenses relating to the hiring or retention by Provider or any of its Affiliates, directly or indirectly, of any employees, consultants or other independent contractors or the payment of any such Person.

“Restructuring” has the meaning set forth in the recitals.

“Restructuring Sale Process” has the meaning set forth in Section 4.15.

“Restructuring Support Agreement” has the meaning set forth in the recitals.

“Separation” has the meaning set forth in the recitals.

“Service” or “Services” has the meaning set forth in Section 2.1(a).

“Service Term” has the meaning set forth in Section 3.2(c).

“Services” has the meaning set forth in Section 2.1(a).

“Services Fee” has the meaning set forth in Section 2.1(d).

“Shared Services” has the meaning set forth in Section 2.1(a).

“Subcontractors” has the meaning set forth in Section 4.9.

“Tax” and “Taxes” means all net or gross income, gross receipts, net proceeds, sales, use, ad valorem, value added, goods and services, consumption, harmonized sales, franchise, margin, levies, imposts, capital, capital gains, bank shares, withholding, payroll, employer health, real property, personal property, customs duties, employment, excise, property, deed, stamp, alternative, net worth or add-on minimum, environmental or other taxes, assessments, duties, levies or similar governmental charges in the nature of a tax imposed by any Governmental Authority, whether disputed or not, together with any interest, penalties, additions to tax or additional amounts with respect thereto.

“Terminated Service” has the meaning set forth in Section 3.2(b).

“Third Party Service Recipients” has the meaning set forth in Section 2.1(a).

Section 1.2 General Interpretive Principles.

(a) The words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole.

(b) Words in the singular shall include the plural and vice versa, and words of one gender shall include the other genders, in each case, as the context requires.

(c) The word “including” and words of similar import shall mean “including, without limitation,” unless otherwise specified. The word “or” is not exclusive.

(d) References to “days” shall mean calendar days.

(e) All references to “\$” or “dollars” mean the lawful currency of the United States of America.

ARTICLE II

SERVICES

Section 2.1 Provision of Services; Reimbursement of Expenses. Subject to the terms and conditions set forth herein:

(a) Provider agrees to provide, or cause to be provided through its Affiliates, to Company and its Affiliates, and, with respect to the Shared Services only, to the extent necessary, any subcontractors, agents or other third parties performing services for or on behalf of Company or its Affiliates with respect to the business of Company from time to time (such third parties, “Third Party Service Recipients”), the following services (each item, a “Service” and collectively, the “Services”): (i) the Existing Services Provider, including those set forth on Schedule A hereto, provided in accordance with Prudent Industry Practices (the “Shared Services”), (ii) activities, tasks and responsibilities necessary to the migration or separation of Company’s business from the use of such service as provided by Provider and/or the transfer of data and documents to Company as set forth in this Agreement (the “General Separation Services”), and (iii) all support and services requested by the Company that are related to (A) the Restructuring Sale Process or (B) any financing process or transaction that is undertaken prior to the Company’s Emergence.

(b) Provider agrees to provide (i) any additional services reasonably requested by Company that are necessary for the operation of the business of Company from time to time through June 30, 2018 (subject to extension as provided in Section 3.2(d) not to extend past September 30, 2018, the “End Date”) and (ii) any additional separation services reasonably requested by Company that are necessary for the operation of the business of Company from time to time after the End Date (collectively, the “Additional Services”), in each case subject to Provider’s prior written consent, not to be unreasonably withheld, conditioned or delayed. Provider and Company agree that any such Additional Services shall be provided to Company without any additional cost to Company (other than the Services Fee) and the Parties shall negotiate in good faith the other terms and conditions of such Additional Services and amend Schedule A, as applicable, to reflect their agreement. Any such Additional Services so provided by Provider, on terms and conditions as reflected on the amended Schedule A, as applicable, shall constitute Services under this Agreement and be subject in all respects to the provisions of this Agreement.

(c) Provider shall provide or cause the Services to be provided pursuant to this Agreement in accordance with Prudent Industry Practices (the “Standard of Care”). Provider agrees to assign such resources and personnel of suitable experience, training and skill as are reasonably required to perform the Services in accordance with this Agreement. In furtherance of the foregoing, Provider agrees to distribute within 10 days after the Effective Date to each employee of Provider or any of its Affiliates who provides



services to GenOn or any of GenOn's Affiliates or otherwise provides any Services hereunder, a communication substantially in the form attached hereto as Exhibit A.

(d) Until the expiration or termination of the last of the Services, Company shall pay to Provider a fee (the "Services Fee") equal to the sum of (without duplication): (i) the Monthly Fees for each month the Shared Services are provided (provided, for the avoidance of doubt, that the Monthly Fees will cease to accrue upon termination of the last of the Shared Services other than the Extended IT Services), *plus* (ii) the Reimbursable Expenses, *plus* (iii) [the reasonable and documented cost (not including any overhead costs) actually incurred by Provider and relating to the period after the termination of the last of the Shared Services (other than the Extended IT Services) with respect to the provision of the General Separation Services]. Commencing on the Effective Date, Provider shall invoice Company by the [20th] day of each calendar month on one invoice for all such fees incurred pursuant to this Agreement during the immediately preceding calendar month (prorated for any partial periods in respect of any Terminated Service). Any payments pursuant to this Agreement shall be made in U.S. dollars within [30] days after the date of receipt by Company of the invoice; provided that in the event that Company has a good faith dispute with regard to any such fees, Company shall provide Provider with written notice of such dispute, together with a reasonably detailed explanation of such dispute, at or prior to the time payment otherwise would have been due, and Company may withhold payment of any disputed amounts pending resolution of the dispute. If Company shall make such payment under protest, Company shall not, by making such payment, give up or waive any rights or remedies with respect to the disputed fees or the facts or events giving rise to the disputed fees, including the right to seek remedies pursuant to this Agreement. If all or any portion of the disputed payment amount is determined to have been overpaid by Company following the final resolution of the dispute in accordance with this Agreement, Provider shall promptly reimburse Company for such overpaid amount. Outstanding invoiced amounts, other than amounts disputed in good faith by Company pursuant to written notice, sent at or prior to the time payment otherwise would have been due, containing the amount in dispute, together with a reasonably detailed explanation of the factual basis of the dispute, that are not paid in full in accordance with this Section 2.1 shall bear interest from the date such payment was due under this Agreement until paid at the lesser of the rate of 1.25% or the highest amount permitted under applicable Law, calculated daily and compounded monthly. Company shall also reimburse Provider for all costs incurred in collecting any such late payments, including, without limitation, attorneys' fees (but, for the avoidance of doubt, excluding any such costs and attorneys' fees for disputed amounts finally determined not to be due and owing under this Agreement).

(e) Provider shall use commercially reasonable efforts to respond promptly to all reasonable requests for information from Company related to the functionality or operation of the Services. Without limiting the generality of the foregoing, in connection with the provision of the Services, Provider hereby designates Brian Curci as its representative (the "Provider Representative") to act as the primary contact Person with respect to the provision of the Services. Provider may change the Provider Representative by providing written notice to Company at least [3] Business Days prior to such change taking effect, and provided that any replacement Provider Representative be a managerial-level employee of Provider of like skill and qualification that is acceptable to the Company in its reasonable discretion. Contact information for the initial Provider Representative shall be set forth in a written notice from Provider to Company.

(f) In connection with its obligations hereunder, Company hereby designates Daniel McDevitt as its representative (the "Company Representative") to act as the primary contact Person with respect to the Company's obligations hereunder. Company may change the Company Representative by providing written notice to Provider at least [3] Business Days prior to such change taking effect, and provided that any replacement Company Representative be a managerial-level employee of Company of like skill and qualification that is acceptable to the Provider in its reasonable discretion. Contact information for the initial Company Representative shall be set forth in a written notice from Company to Provider.

(g) Provider shall use commercially reasonable efforts to obtain all consents or permissions from third party information technology, intellectual property, or technology licensors or service providers that are required as of the Effective Date in order for Provider to provide, and Company to receive, the Services. Company shall reasonably cooperate and assist Provider in connection therewith. If any such third party consent or permission is not or cannot be obtained, the Parties shall work together in good faith and use their respective commercially reasonable efforts to arrange for alternative temporary methods of delivering the affected Services. All costs, fees, and expenses of obtaining any such third party consents or permissions or arranging any such alternative temporary methods of delivering Services shall be borne 50% by Provider and 50% by the Company.

(h) Management of and control over the provision of each Service (including the determination or designation at any time of the property, employees and other resources of Provider, its Affiliates or any Subcontractors to be used in connection with the provision of such Service) shall reside solely with Provider. Without limiting the generality of the foregoing, all labor matters relating to any employees of Provider, its Affiliates or any Subcontractors shall be within the exclusive control of such parties, and Company shall take no action affecting, or have any rights with respect to, such matters.

(i) Provider and Company shall reasonably cooperate with each other in all matters relating to the provision and receipt of the Services. Such reasonable cooperation shall, without limiting any other provision of this Section 2.1 or Section 4.4, shall include exchanging information and providing electronic access to systems used in connection with the provision or receipt of the Services. Provider and Company shall carry out their obligations hereunder in order to effect an orderly transition of responsibility for performance of the Services (as applicable) from Provider to Company (or any Affiliate or Third Party Service Provider, as applicable). Provider shall provide such assistance and data (including cloned data and test data for operation and testing of Company's replacement or successor systems and resources with respect to any Service) as is reasonably requested to effect the Separation, in accordance with a reasonable schedule to be determined by Company and Provider, but in any event no more often than weekly or mutually agreed upon in a joint schedule in writing, and, subject thereto, in a manner that permits Company to adequately and appropriately test and roll out its replacement or successor systems and resources. Until the End Date, the Provider shall provide such support and resources to Company as reasonably requested even after primary responsibility for a particular Service or functional area has been shifted to Company.

(j) At the reasonable request of Company, during the term of this Agreement and for [30] days after the General Support Termination Date, subject to Provider's confidentiality obligations owed to third parties and restrictions under applicable law, so long as such obligations were not entered into primarily to avoid Provider's obligations hereunder, Provider shall make available to Company the documents and other information relating to the conduct of the business of Company as supported by Provider prior to the Effective Date, or the condition of the premises where such business was conducted by Provider prior to the Effective Date, to assist Company in resolving certain operational matters relating to its business, including present or future regulatory issues or other operational issues relating thereto.

(k) Provider and Company shall use commercially reasonable efforts to cooperate with each other in determining the extent to which any Tax is due and owing with respect to the Services and in providing and making available any resale certificate, information regarding out-of-state use of materials, services or sale, and other exemption certificates or information reasonably requested by either Party.

#### Section 2.2 Assistance Related to Licenses.

(a) Provider shall use its commercially reasonable efforts to obtain the consents and to transfer (at Company's sole expense) the permits and licenses set forth on Schedule C that are necessary for the operation of the business of Company to Company as soon as practicable after the Effective Date and if

any such consent, license or permit cannot be effected by Provider, the Parties shall work together in good faith and use commercially reasonable efforts to (i) assist Company in obtaining any such consents, licenses or permits, or (at Company's reasonable election) to obtain consent for Company to use or operate under such permits and licenses retained by Provider or (ii) at Company's reasonable election, to arrange for an alternative method of delivering the affected services, in each case at Company's sole expense. Company shall notify Provider promptly after the successful transfer of any license pursuant to this Section 2.2(a). Provider acknowledges that it may hold certain permits and licenses other than those set forth on Schedule C that may be useful to the operation of the business of Company and Provider agrees to use its commercially reasonable efforts to allow Company to use such permits and licenses during the term of this Agreement, at Company's sole expense.

(b) [Company shall use its commercially reasonable efforts to assist Provider in obtaining the licenses and permits set forth on Schedule D that are necessary for Provider to continue to use, for its own benefit, a license or transfer a Service to Provider as soon as practicable after the Effective Date (in each case, at Provider's sole expense). If any such consents or transfers of licenses or permits cannot be effected by Company, the Parties shall work together in good faith and use commercially reasonable efforts to (i) assist Provider in obtaining any such consents, licenses or permits, or (at Provider's reasonable election) to obtain consent for Provider to use or operate under such permits and licenses retained by Company or (ii) at Provider's reasonable election, to arrange for an alternative method of delivering the affected services, in each case at Provider's sole expense.]<sup>3</sup>

Section 2.3 Limitation of Liability. EXCEPT IN CONNECTION WITH (a) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT or (b) DAMAGES ACTUALLY AWARDED AND PAID ON ACCOUNT OF A THIRD PARTY CLAIM, IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY OR ANY OFFICER OR EMPLOYEE OF SUCH PARTY FOR (i) ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES, OR (ii) ANY AMOUNT IN EXCESS (IN THE AGGREGATE) OF \$84,000,000. THIS SECTION 2.3 SPECIFICALLY PROTECTS THE PARTIES AGAINST SUCH DAMAGES EVEN IF THEY ARE CAUSED BY THE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OR RESPONSIBILITY OF SUCH PARTY.

Section 2.4 Indemnification.

(a) COMPANY SHALL INDEMNIFY, PROTECT, DEFEND, RELEASE AND HOLD HARMLESS EACH PROVIDER GROUP PARTY FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, AND LIABILITIES (INCLUDING REASONABLE ATTORNEY'S FEES) INCURRED IN CONNECTION WITH CLAIMS ASSERTED BY OR ON BEHALF OF ANY PERSON THAT ARISE OUT OF, RELATE TO OR ARE OTHERWISE ATTRIBUTABLE TO, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THE SERVICES BY PROVIDER, SOLELY TO THE EXTENT ARISING OUT OF OR RELATING TO OR OTHERWISE ATTRIBUTABLE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS AFFILIATES OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (INCLUDING ANY SUBCONTRACTOR) (EACH, A "COMPANY GROUP PARTY"). THIS SECTION 2.4(A) IS NOT INTENDED TO COVER THE PROVIDER GROUP PARTIES AGAINST ANY CLAIMS BY OTHER PROVIDER group PARTIES.

(b) PROVIDER SHALL INDEMNIFY, PROTECT, DEFEND, RELEASE AND HOLD HARMLESS COMPANY AND THE COMPANY GROUP PARTIES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, AND LIABILITIES (INCLUDING REASONABLE ATTORNEY'S

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<sup>3</sup> Note to NRG: Subject to NRG providing schedule.

FEES) INCURRED IN CONNECTION WITH CLAIMS ASSERTED BY OR ON BEHALF OF ANY THIRD PARTY THAT ARISE OUT OF OR RELATE TO OR ARE OTHERWISE ATTRIBUTABLE TO, DIRECTLY OR INDIRECTLY, (i) ANY ALLEGED JOINT EMPLOYER STATUS WITH RESPECT TO ANY COMPANY GROUP PARTY AND ANY PROVIDER GROUP PARTY (AS DEFINED BELOW); (ii) THE ACTS OR OMISSIONS OF PROVIDER, ITS AFFILIATES OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (INCLUDING ANY SUBCONTRACTOR) (EACH, A “PROVIDER GROUP PARTY”), BUT ONLY TO THE EXTENT THEY ARE CAUSED BY (A) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY PROVIDER GROUP PARTY, (B) THE FAILURE OF ANY PROVIDER GROUP PARTY TO COMPLY IN ANY MATERIAL RESPECT WITH APPLICABLE LAW, (C) A PROVIDER GROUP PARTY’S MATERIAL BREACH OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, A MATERIAL BREACH OF THE STANDARD OF CARE) THAT IS NOT CURED WITHIN FIFTEEN (15) DAYS OF THE DELIVERY OF WRITTEN NOTICE THEREOF BY COMPANY TO PROVIDER SETTING FORTH THE ALLEGED BREACH, (D) ANY INTENTIONAL BREACH OF THIS AGREEMENT BY ANY PROVIDER GROUP PARTY, OR (E) ANY BREACH BY ANY PROVIDER GROUP PARTY OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 4.5; OR (iii) ANY MATERIAL INFRINGEMENT OR MATERIAL VIOLATION OF ANY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER INTELLECTUAL PROPERTY RIGHT OR TRADE SECRETS MISAPPROPRIATION ARISING FROM OR RELATING TO THE SERVICES OR OTHER OBLIGATIONS OF ANY PROVIDER GROUP PARTY UNDER THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, PROVIDER SHALL NOT HAVE ANY RIGHT TO ASSUME THE RESPONSIBILITY FOR THE DEFENSE OF ANY CLAIMS PROVIDED IN THIS SECTION 2.4(B).

(c) PROVIDER SHALL INDEMNIFY, PROTECT, DEFEND, RELEASE AND HOLD HARMLESS COMPANY AND THE COMPANY GROUP PARTIES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, AND LIABILITIES (INCLUDING REASONABLE ATTORNEY’S FEES) INCURRED BY ANY COMPANY GROUP PARTY THAT ARISE OUT OF OR RELATE TO OR ARE OTHERWISE ATTRIBUTABLE TO, DIRECTLY OR INDIRECTLY, (i) ANY ALLEGED JOINT EMPLOYER STATUS WITH RESPECT TO ANY COMPANY GROUP PARTY AND ANY PROVIDER GROUP PARTY (AS DEFINED BELOW); (ii) THE ACTS OR OMISSIONS OF ANY PROVIDER GROUP PARTY, BUT ONLY TO THE EXTENT THEY ARE CAUSED BY (A) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY PROVIDER GROUP PARTY, (B) THE FAILURE OF ANY PROVIDER GROUP PARTY TO COMPLY IN ANY MATERIAL RESPECT WITH APPLICABLE LAW, (C) A PROVIDER GROUP PARTY’S MATERIAL BREACH OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, A MATERIAL BREACH OF THE STANDARD OF CARE) THAT IS NOT CURED WITHIN FIFTEEN (15) DAYS OF THE DELIVERY OF WRITTEN NOTICE THEREOF BY COMPANY TO PROVIDER SETTING FORTH THE ALLEGED BREACH, (D) ANY INTENTIONAL BREACH OF THIS AGREEMENT BY ANY PROVIDER GROUP PARTY, OR (E) ANY BREACH BY ANY PROVIDER GROUP PARTY OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 4.5; OR (iii) ANY MATERIAL INFRINGEMENT OR MATERIAL VIOLATION OF ANY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER INTELLECTUAL PROPERTY RIGHT OR TRADE SECRETS MISAPPROPRIATION ARISING FROM OR RELATING TO THE SERVICES OR OTHER OBLIGATIONS OF ANY PROVIDER GROUP PARTY UNDER THIS AGREEMENT. THIS SECTION 2.4(C) IS INTENDED TO COVER DIRECT CLAIMS BY ANY COMPANY GROUP PARTY.

Section 2.5 Force Majeure. A Party’s obligation under this Agreement shall be excused when and to the extent its performance of that obligation is prevented due to Force Majeure; provided, however, that a Party shall not be excused by Force Majeure (i) from any obligation to pay money or (ii) if such Party fails to follow in all material respects its disaster recovery and business continuity planning procedures. The Party that is prevented from performing its obligation(s) by reason of Force Majeure shall promptly

notify the other Party of that fact and the extent and cause thereof and shall exercise due diligence to end its inability to perform as promptly as practicable. Notwithstanding the foregoing, a Party is not required to settle any strike, lockout or other labor dispute in which it may be involved; provided, however, that, in the event of a strike, lockout or other labor dispute affecting Provider, Provider shall use reasonable efforts to continue to perform all obligations hereunder by utilizing its management and other personnel and that of its Affiliates. Any individual Service Term (with respect to any Service that is not a Terminated Service) shall be tolled and the End Date and the General Support Termination Date shall each be extended for the period of any suspension due to Force Majeure pursuant to and in accordance with this Section 2.5.

### ARTICLE III EFFECTIVENESS

Section 3.1 Effectiveness. This Agreement shall become effective upon the Effective Date. This Agreement will automatically terminate with respect to (i) the Shared Services (other than the Extended IT Services), upon the earlier of (A) the End Date, and (B) the expiration or termination of the last of the Service Terms which Service Terms are subject to extension pursuant to Section 3.2(c), and (ii) the Extended IT Services, the General Separation Services, the Additional Services and any other covenants of the Parties unless otherwise specifically stated herein, March 31, 2019 (the "General Support Termination Date"); provided, however, that notwithstanding anything to the contrary in this Agreement, the provisions of Section 2.3, Section 2.4, Section 3.3, Section 4.2, Section 4.4(a) and Section 4.5 shall survive the expiration or termination of this Agreement in accordance with their terms.

Section 3.2 Termination; Extension. Subject to Company's continuing obligation to make payments then owing (and for the period until such termination pursuant to this Agreement):

(a) Company may terminate this Agreement at any time upon 60 days' prior written notice to Provider.

(b) Company may terminate any Service (each, a "Terminated Service") upon at least 60 days' prior written notice to Provider; provided, however, that the Parties may mutually agree that such termination shall not be effective until the date that is the first or last day of any calendar month following such notice (but any related fees shall be payable only through the 60th day after such notice and such fees shall be prorated for any partial periods in respect of any Terminated Service).

(c) In accordance with the terms of Schedule A, Company will exercise its commercially reasonable efforts to terminate the Services on or before the applicable date set forth opposite such Service (the period from the Effective Date to each such date, a "Service Term") as provided on Schedule A. Notwithstanding the foregoing or anything to the contrary in this Agreement, Company may elect to extend for a period of [60] days any or all Service Term(s) by providing written notice to Provider not later than [60] days prior to the expiration of the applicable Service Term.

(d) Company may extend the End Date up to September 30, 2018 by providing written notice to Provider not later than May 1, 2018.

(e) Company may terminate this Agreement upon written notice to Provider in the event of a material breach of this Agreement by Provider (x) if such material breach is not curable, or (y) if such material breach is curable, and such material breach is not cured within 60 days after Company notifies Provider of such material breach.



(f) Provider may terminate this Agreement upon written notice to Company if Company is in breach of any payment obligation hereunder with respect to an undisputed amount and such breach is not cured with 60 days after Provider notifies Company of such breach.

Section 3.3 Rights upon Termination. In the event of termination of this Agreement for any reason whatsoever, subject to this Article III, all obligations of either Party shall terminate. Upon such termination:

(a) Provider shall promptly remove all employees of Company from Provider's networks;

(b) Company and its Affiliates shall as promptly as practicable cease all usage of any software or systems provided or licensed hereunder, and all other Provider software, data, or other material owned by Provider, and remove copies of any such programs and materials from all workstations or servers, and return to Provider or destroy any backup of the same in any format (provided that the foregoing shall not apply to Company's Data) except to the extent required by Law or regulation to keep such information; and

(c) Provider shall provide to Company all of Company's Data and any other Confidential Information of Company in Provider's possession or control in a medium and format reasonably requested by Company, and upon request by Company destroy or deliver up all copies of Company's Data and any other Confidential Information of Company in Provider's possession or control except to the extent required by Law or regulation to keep such information or as necessary for Provider to comply with the terms of this Agreement and Provider's customary document retention policies; provided that Provider maintains the confidentiality of any such Confidential Information in accordance with this Agreement.

#### ARTICLE IV

##### GENERAL PROVISIONS

Section 4.1 Ownership and Maintenance of Data. As between the Parties, all Data pursuant to this Agreement after the date hereof will be the exclusive property of Company and Provider shall not possess any interest, title, lien or right in connection therewith. To the extent any right, title or interest in or to any Data or (without limiting the foregoing) any copyright or trade secret rights therein vests in Provider, by operation of Law or otherwise, Provider shall, and hereby does, irrevocably assign to Company any and all such right, title and interest in such Data or other copyright or trade secret rights therein to Company. Provider shall safeguard the Data to the same extent it protects its own similar materials. Data shall not be utilized by Provider for any purpose other than in support of Provider's obligations hereunder. Neither the Data nor any part thereof shall be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Provider or commercially exploited by or on behalf of Provider, its employees or agents. In the event that Provider either determines that it is required to disclose or provide information of Company that is subject to this Section 4.1, Provider shall, unless prevented from doing so by Law, notify Company prior to disclosing (as is reasonable under the circumstances) and provide such information and shall cooperate at the expense of Company in seeking any reasonable protective arrangements requested by Company. Subject to the foregoing, Provider may thereafter disclose or provide information to the extent required by such Law or by lawful process. Upon termination of any Service provided hereunder, Provider shall either (a) transfer to Company all such Data or (b) provide Company reasonable access to retained Data for a period not to exceed [6] months following said termination whereupon such Data will be transferred to Company or otherwise made available to Company as Company may reasonably request in accordance with Section 3.3.

Section 4.2 License to Use.

(a) Subject to the terms and conditions of this Agreement, to the extent reasonably necessary for Company to receive or enjoy the benefit of the Services, Provider, on behalf of itself and its Affiliates,

hereby grants to Company and Company's Affiliates from the Effective Date through the last day of the Service Term for the Service to which such license relates, a non-exclusive, irrevocable, worldwide, fully paid-up, non-assignable (subject to Section 4.10, below), and non-sublicensable (subject to Section 4.2(b), below) license to use and exercise all rights in, to and under all intellectual property owned by Provider or its Affiliates as of the Effective Date.

(b) Company and its Affiliates may sublicense the licenses granted to it in Section 4.2(a) without the licensing party's consent, solely to (i) distributors, vendors, dealers, suppliers and other Persons for use in connection with the operation of Company's or its Affiliates' businesses, but not for unrelated use and (ii) customers, for end-use purposes. All other sublicenses require the prior written consent of the licensing party in its sole discretion.

Section 4.3 Information. Until the General Support Termination Date, Company shall use commercially reasonable efforts to provide Provider with information available to Company reasonably requested by Provider as necessary for the performance of the Services.

Section 4.4 Access.

(a) To the extent reasonably required for Provider to perform, or otherwise make available, the Services, from the Effective Date through the General Support Termination Date, Company shall and shall cause its Affiliates to (i) provide Provider with reasonable access, on an as needed basis, to Company's equipment, office space, plants, telecommunications and computer equipment and systems (collectively, "Company Systems"), (ii) perform any tasks and provide any materials included in the Services and (iii) reasonably cooperate with Provider in the provision of the Services (including, for the avoidance of doubt, providing Provider with access to its books and records and making available Company's personnel and legal and accounting advisors during regular business hours for such purpose). Provider shall ensure that its relevant employees and subcontractors who have access to Company Systems comply with Company's security policies and any reasonable security directives given by Company relating to conduct or use of the Company Systems, and do not interfere with Company's employees or other contractors or the business operations of Company. As required in connection with the performance of the Services, Provider will reasonably cooperate with Company and its Affiliates in (x) making Provider's books and records relating to Company's business prior to the Effective Date available to Company and its Affiliates and (y) making Provider's personnel and legal and accounting advisors available to Company during regular business hours.

(b) Notwithstanding anything to the contrary herein, any failure of Company or its Affiliates to perform its obligations under Section 4.4(a) shall not excuse Provider from performing the Services unless (i) such failure is material, (ii) Provider provides Company with written notice of such failure and (iii) Provider is unable to perform such Services due to such failure, in which case performance by Provider shall be excused solely with respect to the affected Services while such failure remains uncured.

Section 4.5 Confidentiality.

(a) Each of Provider and Company agree that any information exchanged between the Parties or their respective Affiliates that is marked as confidential or proprietary or should reasonably be understood to be confidential or proprietary under the circumstances shall be treated as Confidential Information. Each Provider and Company hereby agrees not to disclose or use at any time, either during the Service Terms or thereafter, any Confidential Information (as defined below) of the other Party, whether or not such information is developed by such Party, except to the extent that such disclosure or use is directly related to and required by (i) the performance of the Services pursuant to the terms of this Agreement or (ii) enforcement of such Party's rights under this Agreement. Each Party and its Affiliates shall take all

commercially reasonable steps to safeguard the other Party's Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft.

(b) As used in this Agreement, the term "Confidential Information" means, with respect to Company, on the one hand, or Provider, on the other hand (such Party disclosing Confidential Information, the "Disclosing Party" and such Party receiving Confidential Information, the "Receiving Party"), information and data that is not generally known to the public concerning, arising from, owned by, or related to such Disclosing Party and its Affiliates or any of their respective assets (including, for the avoidance of doubt, all intellectual property and books and records of such Disclosing Party or any of its Affiliates); provided, that Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of a breach of this Agreement by the Receiving Party or any of the Receiving Party's Affiliates, (ii) is or becomes available to the Receiving Party on a non-confidential basis prior to disclosure to such Receiving Party by the Disclosing Party or its Affiliates or their respective representatives from a source that is not bound by a confidentiality agreement or similar undertaking with the Disclosing Party or its Affiliates or their respective representatives, or (iii) was independently developed by the Receiving Party without use of, or reference to, any information or data that is not generally known to the public concerning, arising from, owned by, or related to the Disclosing Party or its Affiliates or any of their respective assets.

(c) All Confidential Information of a Disclosing Party belongs to such Disclosing Party. Any permitted use or disclosure of any Confidential Information by the Receiving Party shall not be deemed to represent an assignment or grant of any right, title or interest in such Confidential Information.

(d) The foregoing shall not be violated by statements in response to legal process, required governmental testimony or filings, or administrative investigations or arbitral proceedings (including, without limitation, depositions in connection with such investigations or proceedings) ("Governmental Order") or to comply with Provider's customary document retention policies; provided that Provider maintains the confidentiality of the Confidential Information in accordance with this Agreement. If a Receiving Party or any of its Affiliates is required by Governmental Order to disclose Confidential Information, such Receiving Party or such Affiliate may disclose such Confidential Information only to the extent required to be disclosed and shall, if not prohibited by Law, promptly notify the Disclosing Party and take reasonable steps at the Disclosing Party's request and expense to assist the Disclosing Party in contesting such Governmental Order or in protecting the Confidential Information.

(e) The provisions of this Section 4.5 shall survive during the Service Terms and for a period of one year after the expiration or termination of the last Service Term.

(f) Notwithstanding anything else in this Agreement, each Receiving Party may disclose the Confidential Information of the Disclosing Party to such Receiving Party's Affiliates and its and their respective directors, officers, employees, managers, attorneys, accountants, consultants, professional advisors, auditors, agents, prospective purchasers and representatives as reasonably required to perform the Services or fulfill its obligations under this Agreement, including with respect to the Restructuring Sale Process, and any such disclosure shall not be a violation of such Party's obligations under this Section 4.5.

Section 4.6 Notices. All notices and communications required or permitted to be given hereunder shall be in writing and shall be delivered personally, or sent by bonded overnight courier, or mailed by U.S. Express Mail or by certified or registered United States Mail with all postage fully prepaid, or sent by electronic mail (with a hard copy to follow), addressed to the applicable Party, as appropriate, at the address for such Person shown below or at such other address as such Party shall have theretofore designated by written notice delivered to the other Parties:



If to Company, addressed to:

GenOn Energy, Inc.

Attn: [●]

Address: [●]

Email: [●]

and with a copy to (which shall not constitute notice):

Attn: [●]

Address: [●]

Email: [●]

NRG Energy, Inc.

Attn: David Hill

Address: 804 Carnegie Center  
Princeton, NJ 08540

Email: OGC@NRG.com

and with a copy to (which shall not constitute notice):

Baker Botts L.L.P.

Attn: Elaine M. Walsh

Address: 1299 Pennsylvania Ave., NW  
Washington, DC 20004

Email: elaine.walsh@bakerbotts.com

Any notice given in accordance herewith shall be deemed to have been given only when delivered to the addressee in person or by courier, or transmitted by electronic mail during normal business hours on a Business Day (or if delivered or transmitted after normal business hours on a Business Day or on a day other than a Business Day, then on the next Business Day), or upon actual receipt by the addressee during normal business hours on a Business Day after such notice has either been delivered to an overnight courier or deposited in the United States Mail, as the case may be (or if delivered after normal business hours on a Business Day or on a day other than a Business Day, then on the next Business Day). Any Party may change the contact information to which such communications are to be addressed by giving written notice to the other Party.

Section 4.7 Relationship of the Parties. Provider, in performance of this Agreement, is acting as an independent contractor to Company, and not as a partner, joint venture or agent, nor do the Parties intend to create by this Agreement an employer-employee relationship or fiduciary relationship. Each Party retains control over its personnel, and the employees of one Party shall not be considered employees of the other Party by virtue of this Agreement. Neither Party has any right, power, or other authority to create any obligation, express or implied on behalf of the other Party.

Section 4.8 Solicitation and Hiring. Subject to applicable Law, beginning on the Agreement Effective Date, as defined in the Restructuring Support Agreement through and including the date that is one year following the Non-Solicit Period Start Date, Company will not be permitted to solicit or otherwise offer employment to any person that is a Provider employee and Provider shall not be permitted to solicit or otherwise offer employment to any person that is a Company employee; provided, however, Company shall be permitted to post job openings on an internal website available to Provider employees, and

thereafter contact and engage in discussions regarding potential terms of employment with any Provider employees that respond to such job posting (each, a “Permitted Candidate”); provided, further, that (a) in no event shall Company be permitted to solicit or otherwise offer employment to any officers of Provider who are party to an employment agreement with Provider while such employment agreement remains in effect, and (b) Company shall inform or cause to be informed Provider of such Permitted Candidate of the intent to make an offer to the Permitted Candidate before any such offer is made. If any Permitted Candidate elects in writing to accept an offer of employment from Company, Provider will cooperate and facilitate such employee’s transition to Company, provided that Company has complied with the solicitation terms described herein.

Section 4.9 Subcontracting. Provider may use contractors, subcontractors, vendors or other third parties under contract with Provider or an Affiliate of Provider (collectively, “Subcontractors”) to provide some or all of the Services only to the extent it uses (or prior to the Effective Date has used in connection with its performance of the Shared Services) such individuals or entities for itself for similar services; provided, however, that Provider may not subcontract any part of the Services to any competitor of Company or any of its Affiliates without Company’s prior written consent, which shall not be unreasonably withheld. In the event that Provider uses any Subcontractors to perform any Services, Provider is not released from responsibility for its obligations under this Agreement and shall indemnify and hold Company harmless in accordance with Section 2.4(b) and (c) to the extent any action (or failure to act) by any Subcontractor, if taken (or not taken) by Provider, would cause a breach of any provision of this Agreement by Provider.

Section 4.10 Successors, Assigns and Transferees.

(a) The rights and obligations of any Party under this Agreement may be transferred only with the written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed, and provided, that (i) either Party may transfer its rights and obligations hereunder, in whole or in part, to any Affiliate of such Party without the prior written consent of the other Party upon written notice to the other Party, and (ii) provided further, that such assignment shall not relieve such Party of any of its obligations hereunder to the extent any such Affiliate does not satisfy its obligations hereunder. Any transfer in violation of this Section 4.10 shall be null and void.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns, and there shall be no third-party beneficiaries other than the individuals and entities indemnified under Section 2.4.

Section 4.11 Jurisdiction; Governing Law; Waiver of Jury Trial.

(a) This Agreement and the rights and obligations of the Parties hereunder shall be governed by, and construed and interpreted in accordance with, the Laws of the State of New York, without regard to otherwise governing principles of conflicts of law that would result in the application of the law of any other jurisdiction. In addition to any remedies at Law, or expressly set forth herein, each Party acknowledges that the other Party shall be permitted, without the posting of a bond or other security, to pursue equitable remedies in respect of any breach of the terms of this Agreement, including, without limitation, the right to enforce such terms specifically notwithstanding the availability of adequate money damages.

(b) In any judicial proceeding involving any dispute, controversy or claim arising out of or relating to this Agreement, each of the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of the state and federal courts located in the State of New York for any actions, suits or proceedings arising out of or relating to or concerning this Agreement.

(c) EACH OF THE PARTIES HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Section 4.12 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the Services contemplated hereby are not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 4.13 Entire Agreement; Amendment. This Agreement, as it may be amended from time to time by the Parties, sets forth the entire understanding and agreement of the Parties, and this Agreement shall supersede any other agreements and understandings (written or oral) between the Parties with respect to the transactions described in this Agreement. Without limiting the foregoing, this Agreement supersedes any obligation of Provider or its Affiliates to provide any services, related to the transitioning of operations or otherwise, pursuant to the Restructuring Support Agreement or any other agreement referred to therein.

Section 4.14 Termination of Existing Services and Existing Services Agreement. Subject to the terms and conditions of this Agreement, the Existing Services Agreement and the Existing Services are hereby terminated, effective as of the Effective Date. From and after the Effective Date, the Existing Services Agreement will be of no further force or effect, and the rights and obligations of each of the parties thereunder shall terminate.

Section 4.15 Cooperation with Restructuring Asset Sale. Provider acknowledges that, in connection with the Restructuring, Company is undertaking one or more sale processes (each, a “Restructuring Sale Process”) to sell certain of its assets (the “Assets”) and agrees to cooperate in good faith with Company, Company’s Affiliates, their respective officers, directors, employees, representatives and agents, and any other third parties participating in such Restructuring Sale Process in order to facilitate the sale process and the orderly transition of the Assets to any potential third party purchasers of any Assets. If requested by any Prospective Buyer (as defined below), Provider and the Company shall provide transition services to any third party participating in such Restructuring Sale Process with whom the Company is negotiating a definitive agreement with respect to the purchase of Assets (each, a “Prospective Buyer”), pursuant to a Transition Services Agreement in substantially the form attached hereto as Exhibit B<sup>4</sup> (the “Form of Third Party TSA”); provided, however, that, without Provider’s prior written consent, Provider shall not be obligated to perform transition services for any competitor of Provider, which competitors shall be set forth in a written notice mutually agreed by Provider and the Company on the Effective Date, as such notice may be amended by mutual written agreement of the Parties with respect to any Prospective Buyer who executes a non-disclosure agreement with the Company with respect to a Restructuring Sale Process thereafter. The Parties acknowledge and agree that the Company and its Affiliates shall have the exclusive right, in connection with the consummation of the sale of any or all of the Assets, to provide any Prospective Buyer with a copy of the Form of Third Party TSA; provided, Provider’s consent is required to (i) any change to the terms and conditions of such Form of Third Party TSA that are materially adverse to Provider and (ii) any transition services that are, at the time of execution

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<sup>4</sup> Note to Draft: Exhibit B to be mutually agreed at a later date. GenOn to populate Services Schedule to Third Party TSA based on (i) Buyer needs and (ii) in accordance with the services and cost of each service being provided by NRG under the GenOn-NRG TSA at the time of closing of the restructuring asset sale. No inclusion of (i) a service to be provided by GenOn (at any price) or (ii) a service to be provided by NRG that is not more burdensome than the scope (and related price) of any service then provided by NRG under the GenOn-NRG TSA will, in either case, be deemed a change to the terms and conditions of the Third Party TSA.

of any definitive Transition Services Agreement with a Prospective Buyer, of greater scope than the Services then being provided to the Company under this Agreement or at a lower cost than such Services are then being provided to the Company under this Agreement. NRG shall participate in all discussions with Buyer regarding Third Party TSA as it relates to Provider and have the right to participate with Company in good faith to negotiate any such materially adverse or, with respect to the scope of services or cost, different terms and conditions thereof; provided, further, Provider shall not unreasonably withhold, condition or delay its consent to any proposal made by Company in such negotiations.

Section 4.16 Bankruptcy. All licenses granted under this Agreement shall be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, 11 U.S.C. § 365(n), licenses to “intellectual property” as defined under Section 101 of the U.S. Bankruptcy Code, 11 U.S.C. § 101. The Parties agree that Company, Provider and their respective Affiliates shall retain and may fully exercise all of their rights and elections under Section 365(n) of the U.S. Bankruptcy Code.

Section 4.17 Privacy Matters. Each Party agrees that it has implemented and maintains commercially reasonable security procedures and practices, appropriate to protect information that allows the identification of individuals (“Personal Information”) and prevent the unauthorized collection, use and disclosure of such Personal Information. Each Party shall: (i) comply with all applicable laws relating to privacy, data collection and use of Personal Information and user information obtained or gathered in the course of this Agreement (“Privacy Laws”); (ii) to the extent required in connection with the performance of the Services, process Personal Information; (iii) keep full and accurate records relating to all processing of the Personal Information on behalf of the other Party; (iv) permit the other Party reasonable access to examine or audit such records and practices with respect to compliance with such Privacy Laws; (v) cooperate with the other Party in connection with any complaints or investigations related to data privacy matters; (vi) collect, use and disclose the Personal Information solely for the purposes of performance of the Services and compliance with applicable Law; and (vii) provide prompt written notice to the other Party if a Party has knowledge of any (A) unauthorized access to or use of Personal Information in the possession or control of such Party or its Affiliates, (B) security breach of any systems used in providing a Services that results in unauthorized access or use of Personal Information and (C) alleged claim, action or demand related to a breach of such Privacy Laws.

Section 4.18 Use of Name. Unless otherwise authorized by Provider in writing, as promptly as practicable, but in any case within 120 days of the Emergence, Company shall eliminate the name NRG and any variants thereof from any assets and properties of Company and its Affiliates and Company and its Affiliates shall, after the General Support Termination Date, have no right to use any logos, trademarks or trade names belonging to Provider or any of its Affiliates.

Section 4.19 Counterparts. A Party may deliver executed signature pages to this Agreement by facsimile or other electronic transmission to the other Party, which electronic copy shall be deemed to be an original executed signature page. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page.

Section 4.20 Further Assurances and Cooperation. Each Party agrees to execute and deliver such other documents and to take such other actions as the other Party may reasonably request to fulfill the provision of Services under this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf by its officers thereunto duly authorized, all as of the day and year first above written:

GENON ENERGY, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

NRG ENERGY, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

**Form of Service Provider Letter**

[NRG Letterhead]

Date: [Date]  
Subject: Memorandum to GenOn Support Employees and Service Providers  
From: [Sr. Management of NRG]  
To: [Recipient]

We're pleased to announce that we've reached an agreement with GenOn which describes how NRG will support GenOn's transition to a stand-alone organization. The agreement contemplates that we will continue to support GenOn, along with our contractors and vendors, with the existing complement of shared services, as well as certain support services related to the marketing and sale of GenOn assets, through June 30, 2018, or by extension, through September 30, 2018. The Agreement also provides that we'll support GenOn through March 31, 2019, with general separation services such as access to books and records, litigation support, consultation on legacy practices, and the like.

This agreement underscores our commitment to making sure that GenOn achieves a quick and successful transition to a stand-alone organization. Today we thank each of you for the many years of excellent support that you have provided to the GenOn businesses and we ask that you continue with the same focus and excellence in the months to come. If you have any questions, please reach out to [Name]. Thank you again for your great work and continued support of this important initiative.

Sincerely,

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EXHIBIT B

**Form of Third Party TSA**



**TRANSITION SERVICES AGREEMENT**

[between/among]

**[GENON ENERGY, INC.],**

**NRG ENERGY, INC.**

and

**[BUYER NAME]**

dated as of

**[DATE]**

## TRANSITION SERVICES AGREEMENT

This Transition Services Agreement, dated as of [●] (this “**Agreement**”), is entered into between [GenOn Energy, Inc.], a [Delaware corporation] (“**Seller**”), NRG Energy, Inc., a Delaware corporation (“**NRG**”, and together with Seller, “**Providers**” and each a “**Provider**”), and [BUYER NAME], a [●] [●] (“**Buyer**”).

### RECITALS

WHEREAS, Buyer and Seller have entered into that certain [Purchase Agreement], dated as of [●] (the “**Purchase Agreement**”), pursuant to which Seller has agreed to sell [and assign] to Buyer, and Buyer has agreed to purchase [and assume] from Seller, [all the outstanding capital stock of [●] (the “**Company**”) / substantially all the assets, and certain specified liabilities, of the [Business] (as such term is defined in the Purchase Agreement) / the [Assets] (as such term is defined in the Purchase Agreement)], all as more fully described therein;

WHEREAS, in order to ensure an orderly transition of the [business of the Company / Business / the Assets] to Buyer and as a condition to consummating the transactions contemplated by the Purchase Agreement, Buyer and Providers have agreed to enter into this Agreement, pursuant to which Providers will provide, or cause their Affiliates to provide, Buyer with certain services, in each case on a transitional basis and subject to the terms and conditions set forth herein; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, Buyer and Providers hereby agree as follows:

### ARTICLE I SERVICES

#### Section 1.01 Provision of Services.

(a) Providers agree to provide, or to cause their Affiliates to provide, the services (the “**Services**”) set forth on the exhibits attached hereto (as such exhibits may be amended or supplemented pursuant to the terms of this Agreement, collectively, the “**Service Exhibits**”) to Buyer for the respective periods and on the other terms and conditions set forth in this Agreement and in the respective Service Exhibits.

(b) Notwithstanding the contents of the Service Exhibits, Providers agree to respond in good faith to any reasonable request by Buyer for access to any additional services that are necessary for the

operation of the [Company / Business / Assets]<sup>1</sup> and which are not currently contemplated in the Service Exhibits, at a price to be agreed upon after good faith negotiations between the parties hereto. Any such additional services so provided by the Providers shall constitute Services under this Agreement and be subject in all respect to the provisions of this Agreement as if fully set forth on a Service Exhibit as of the date hereof.

(c) The parties hereto acknowledge the transitional nature of the Services. Accordingly, as promptly as practicable following the execution of this Agreement, Buyer agrees to use commercially reasonable efforts to make a transition of each Service to its own internal organization or to obtain alternate third-party sources to provide the Services.

(d) Subject to **Section 2.03**, **Section 2.04** and **Section 3.05**, the obligations of Providers under this Agreement to provide Services shall terminate with respect to each Service on the end date specified in the applicable Service Exhibit (the “**End Date**”). Notwithstanding the foregoing, the parties acknowledge and agree that Buyer may determine from time to time that it does not require all the Services set out on one or more of the Service Exhibits or that it does not require such Services for the entire period up to the applicable End Date. Accordingly, Buyer may terminate any Service, in whole and not in part, upon notification to Seller (on behalf of Providers) in writing of any such determination.

#### **Section 1.02 Standard of Service.**

(a) Each Provider represents, warrants and agrees that the Services shall be provided in accordance with Prudent Industry Practices (as defined below). “**Prudent Industry Practices**” means those practices, methods, standards and acts (including those engaged in or approved by a significant portion of the independent power producers in the same or comparable region(s) in which the Services are being provided) that at a particular time in the exercise of good judgment and in light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result in a manner consistent with applicable law, applicable permits, equipment manufacturers’ recommendations, reliability, safety and expedition; provided, however, that “Prudent Industry Practices” are not necessarily defined as the optimal standard practice method or act to the exclusion of others, but rather refer to a range of actions at reasonable cost and otherwise reasonable under the circumstances.

(b) Except as expressly set forth in **Section 1.02(a)** or in any contract entered into hereunder, neither Provides makes any representations and warranties of any kind, implied or expressed, with respect to the Services, including, without limitation, any warranties of merchantability or fitness for a particular purpose, which are specifically disclaimed. Buyer acknowledges and agrees that this Agreement does not create a fiduciary relationship, partnership, joint venture or relationships of trust or agency between the parties and that all Services are provided by Providers as independent contractors.

**Section 1.03 Third-Party Service Providers.** It is understood and agreed that Providers have been retaining, and will continue to retain, third-party service providers to provide some of the Services

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<sup>1</sup> Note to Draft: Insert appropriate description or defined term from the applicable purchase agreement.

to Buyer. In addition, Providers shall have the right to hire other third-party subcontractors to provide all or part of any Service hereunder; *provided, however*, that in the event such subcontracting is inconsistent with past practices or such subcontractor is not already engaged with respect to the Services as of the date hereof, Providers shall obtain the prior written consent of Buyer to hire such subcontractor, such consent not to be unreasonably withheld. The applicable Provider shall in all cases retain responsibility for the provision to Buyer of Services to be performed by any third-party service provider or subcontractor or by any of such Provider's Affiliates.

#### **Section 1.04 Access to Premises.**

(a) In order to enable the provision of the Services by Providers, Buyer agrees that it shall provide to each Provider's and such Provider's Affiliates' respective employees and any third-party service providers or subcontractors who provide Services, at no cost to Seller, access to the facilities, assets and books and records of the [Company / Business / Assets], in all cases to the extent necessary for each Provider to fulfill its obligations under this Agreement.

(b) Each Provider agrees that all of its and its Affiliates' employees and any third-party service providers and subcontractors, when on the property of Buyer or when given access to any equipment, computer, software, network or files owned or controlled by Buyer, shall conform to the policies and procedures of Buyer concerning health, safety and security which are made known to such Provider in advance in writing.

## **ARTICLE II COMPENSATION**

**Section 2.01 Responsibility for Wages and Fees.** With respect to each Provider, for such time as any employees of such Provider or any of its Affiliates are providing the Services to Buyer under this Agreement, (a) such employees will remain employees of such Provider or such Affiliate, as applicable, and shall not be deemed to be employees of Buyer for any purpose, and (b) such Provider or such Affiliate, as applicable, shall be solely responsible for the payment and provision of all wages, bonuses and commissions, employee benefits, including severance and worker's compensation, and the withholding and payment of applicable Taxes relating to such employment.

#### **Section 2.02 Terms of Payment and Related Matters.**

(a) As consideration for provision of the Services, Buyer shall pay [the applicable Provider] the amount specified for each Service on such Service's respective Service Exhibit. In addition to such amount, in the event that either Provider or any of its Affiliates incurs reasonable and documented out-of-pocket expenses in the provision of any Service, including, without limitation, license fees and payments to third-party service providers or subcontractors, but excluding payments made to employees of such Provider or any of its Affiliates pursuant to **Section 2.01** (such included expenses, collectively, "**Out-of-Pocket Costs**"), Buyer shall reimburse such Provider for all such Out-of-Pocket Costs in accordance with the invoicing procedures set forth in **Section 2.02(b)**.

(b) As more fully provided in the Service Exhibits and subject to the terms and conditions therein:

(i) each Provider shall provide Buyer, in accordance with **Section 6.01** of this Agreement, with monthly invoices (“**Invoices**”), which shall set forth in reasonable detail, with such supporting documentation as Buyer may reasonably request with respect to Out-of-Pocket Costs, amounts payable under this Agreement; and

(ii) payments pursuant to this Agreement shall be made within thirty (30) days after the date of receipt of an Invoice by Buyer from such Provider.

**Section 2.03 Extension of Services.** The parties agree that Providers shall not be obligated to perform any Service after the applicable End Date; *provided, however*, that if Buyer desires and Seller (on behalf of Providers) agrees to continue to perform any of the Services after the applicable End Date, the parties shall negotiate in good faith to determine an amount that compensates Providers for all of its costs for such performance, including the time of its employees and its Out-of-Pocket Costs. The Services so performed by Providers after the applicable End Date shall continue to constitute Services under this Agreement and be subject in all respects to the provisions of this Agreement for the duration of the agreed-upon extension period.

**Section 2.04 Terminated Services.** Upon termination or expiration of any or all Services pursuant to this Agreement, or upon the termination of this Agreement in its entirety, neither Provider shall have any further obligation to provide the applicable terminated Services and Buyer will have no obligation to pay any future compensation or Out-of-Pocket Costs relating to such Services (other than for or in respect of Services already provided in accordance with the terms of this Agreement and received by Buyer prior to such termination).

**Section 2.05 Invoice Disputes.** In the event of an Invoice dispute, Buyer shall deliver a written statement to the applicable Provider no later than ten (10) days prior to the date payment is due on the disputed Invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed shall be deemed accepted and shall be paid, notwithstanding disputes on other items, within the period set forth in **Section 2.02(b)**. The applicable parties hereto shall seek to resolve all such disputes expeditiously and in good faith. Providers shall continue performing the Services in accordance with this Agreement pending resolution of any dispute.

**Section 2.06 No Right of Setoff.** Each of the parties hereto hereby acknowledges that it shall have no right under this Agreement to offset any amounts owed (or to become due and owing) to the other party, whether under this Agreement, the Purchase Agreement or otherwise, against any other amount owed (or to become due and owing) to it by the other party.

**Section 2.07 Taxes.** Buyer shall be responsible for all sales or use Taxes imposed or assessed as a result of the provision of Services by Providers.

### **ARTICLE III TERMINATION**

**Section 3.01 Termination of Agreement.** Subject to **Section 3.04**, and with respect to each Provider, this Agreement shall terminate in its entirety (a) on the date upon which such Provider shall have no continuing obligation to perform any Services as a result of each of their expiration or termination in accordance with **Section 1.01(d)** or **Section 3.02** or (b) in accordance with **Section 3.03**.

**Section 3.02 Breach.** Any party (the “**Non-Breaching Party**”) may terminate this Agreement with respect to any Service, in whole but not in part, at any time upon thirty (30) days’ prior written notice to the other party (the “**Breaching Party**”) if the Breaching Party has failed (other than pursuant to **Section 3.05**) to perform any of its material obligations under this Agreement relating to such Service, and such failure shall have continued without cure for a period of [fifteen (15)] days after receipt by the Breaching Party of a written notice of such failure from the Non-Breaching party seeking to terminate such Service. For the avoidance of doubt, non-payment by Buyer for a Service provided by either Provider in accordance with this Agreement and not the subject of a good-faith dispute shall be deemed a breach for purposes of this **Section 3.02**.

**Section 3.03 Insolvency.** In the event that any party hereto shall, after the date of this Agreement, (a) file a petition in bankruptcy, (b) become or be declared insolvent, or become the subject of any proceedings (not dismissed within [sixty (60)] days) related to its liquidation, insolvency or the appointment of a receiver, (c) make an assignment on behalf of all or substantially all of its creditors, or (d) take any corporate action for its winding up or dissolution, then (i) with respect to either Provider, Buyer and (ii) with respect to Buyer, either Provider shall have the right to terminate this Agreement by providing written notice in accordance with **Section 6.01**.

**Section 3.04 Effect of Termination.** Upon termination of this Agreement in its entirety pursuant to **Section 3.01**, all obligations of the parties hereto shall terminate, except for the provisions of **Section 2.04** (Terminated Services), **Section 2.06** (No Right of Setoff), **Section 2.07** (Taxes), **Article IV** (Confidentiality), **Article V** (Limitation of Liability) and **Article VI** (Miscellaneous), which shall survive any termination or expiration of this Agreement.

**Section 3.05 Force Majeure.** A party’s obligation under this Agreement shall be excused when and to the extent its performance of that obligation is prevented due to Force Majeure (as defined below); provided, however, that a party hereto shall not be excused by Force Majeure (i) from any obligation to pay money or (ii) if such party fails to follow its disaster recovery and business continuity planning procedures, giving such party’s performance under this Agreement at least the same priority and allocation of resources as it provides its own Affiliates’ or any third party’s operations. The party hereto that is prevented from performing its obligation(s) by reason of Force Majeure shall promptly notify the other parties hereto of that fact and the extent and cause thereof and shall exercise due diligence to end its inability to perform as promptly as practicable. Notwithstanding the foregoing, a

party hereto is not required to settle any strike, lockout or other labor dispute in which it may be involved; provided, however, that, in the event of a strike, lockout or other labor dispute affecting either Provider, such Provider shall use reasonable efforts to continue to perform all obligations hereunder by utilizing its management personnel and that of its Affiliates. The applicable End Date for any Service so suspended shall be automatically extended for a period of time equal to the time lost by such suspension. “**Force Majeure**” means any cause beyond the reasonable control of a party hereto, including the following causes (unless they are within such party’s reasonable control): (a) floods, earthquakes, landslides, storms, snowstorms and ice storms (including freezing of facilities or equipment), tornadoes, hurricanes, dust storms, lightning, fire, explosions, perils of sea, epidemics, pestilences and other acts of God, in each case solely to the extent such events are declared a major disaster or emergency under the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (as amended); (b) strikes, lockouts or other labor disputes; (c) labor or material shortages; (d) failure or breakdown of facilities or equipment from any other cause not specifically listed herein, provided that such failure or breakdown is not caused by the failure of the party hereto claiming Force Majeure to operate and maintain those facilities or equipment in accordance with this Agreement; (e) wars (regardless of whether declared), embargoes, blockades and others acts of the public enemy; (f) revolutions, civil wars, civil disturbances, civil disobedience, insurrections, riots, assassinations and ethnic and religious strife; (g) sabotage, terrorism and threats thereof; (h) political developments, elections and changes of government; and (i) acts of [Governmental or Regulatory Authorities],<sup>2</sup> including the following: adoption, issuance, amendment, interpretation or repeal of laws; failures to grant licenses, certificates, permits, orders, approvals, determinations and authorizations from [Governmental or Regulatory Authorities] having valid jurisdiction; restraints; expropriations, requisitions, confiscations, condemnations and other takings; export or import restrictions; closing of ports, airports, terminals, roadways, waterways, rail lines, telecommunications systems or other facilities or systems; impositions of martial law; and rationing or allocation schemes (whether imposed by [Governmental or Regulatory Authorities] or by business in cooperation with [Governmental or Regulatory Authorities]). Notwithstanding anything contained in the foregoing definition, a party’s lack of finances shall not constitute Force Majeure.

## **ARTICLE IV**

### **CONFIDENTIALITY**

#### **Section 4.01            Confidentiality.**

(a) During the term of this Agreement and thereafter, the parties hereto shall, and shall instruct their respective Affiliates and its and their respective officers, directors, managers, employees, agents, partners, members, counsel, accountants, financial advisors, engineers, consultants and other advisors, representatives or agents (collectively, “**Representatives**”) to, maintain in confidence and not disclose the other party's financial, technical, sales, marketing, development, personnel, and other information, records, or data, including, without limitation, customer lists, supplier lists, trade secrets, designs, product formulations, product specifications or any other proprietary or confidential information, however recorded or preserved, whether written or oral (any such information,

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<sup>2</sup> Note to Draft: Conform to Purchase Agreement.



“**Confidential Information**”). Each Provider, on the one hand, and Buyer, on the other hand, shall use the same degree of care, but no less than reasonable care, to protect the other’s Confidential Information as it uses to protect its own Confidential Information of like nature. Unless otherwise authorized in any other agreement between the applicable parties hereto, any party receiving any Confidential Information of the other party (the “**Receiving Party**”) may use Confidential Information only for the purposes of fulfilling its obligations under this Agreement (the “**Permitted Purpose**”). Any Receiving Party may disclose such Confidential Information only to its Affiliates and its and their respective Representatives who have a need to know such information for the Permitted Purpose and who have been advised of the terms of this **Section 4.01** and the Receiving Party shall be liable for any breach of these confidentiality provisions by such Persons; *provided, however*, that (i) each Provider may disclose Confidential Information of Buyer to the other Provider and such other Provider’s Affiliates and Representatives, but each Provider shall only be liable for any breach of the confidentiality provisions of this Agreement with respect to its own Affiliates and Representatives and not those Affiliates and Representatives of the other Provider or any breaches of the other Provider, and (ii) any Receiving Party may disclose such Confidential Information to the extent such Confidential Information is required to be disclosed by an [Order],<sup>3</sup> in which case the Receiving Party shall promptly notify, to the extent possible, the disclosing party (the “**Disclosing Party**”), and take reasonable steps to assist in contesting such Governmental Order or in protecting the Disclosing Party’s rights prior to disclosure, and in which case the Receiving Party shall only disclose such Confidential Information that it is advised by its counsel in writing that it is legally bound to disclose under such Governmental Order.

(b) Notwithstanding the foregoing, “Confidential Information” shall not include any information that the Receiving Party can demonstrate: (i) was publicly known at the time of disclosure to it, or has become publicly known through no act of the Receiving Party or its Representatives in breach of this **Section 4.01**; (ii) was received from a third party without a duty of confidentiality; or (iii) was developed by it independently without any reliance on the Confidential Information.

(c) Upon demand by the Disclosing Party at any time, or upon expiration or termination of this Agreement with respect to any Service, the Receiving Party agrees promptly to return or destroy, at the Disclosing Party’s option, all Confidential Information. If such Confidential Information is destroyed, an authorized officer of the Receiving Party shall certify to such destruction in writing.

## **ARTICLE V**

### **LIMITATION ON LIABILITY; INDEMNIFICATION**

**Section 5.01 Limitation on Liability.** In no event shall either Provider have any liability under any provision of this Agreement for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple, whether based on statute, contract, tort or otherwise, and whether or not arising from the other party’s sole, joint, or concurrent negligence, strict liability, criminal liability or other fault. Buyer acknowledges that the Services to be provided to it hereunder are subject to, and that its remedies under

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<sup>3</sup> Note to Draft: Conform to Purchase Agreement.



this Agreement are limited by, the applicable provisions of **Section 1.02**, including the limitations on representations and warranties with respect to the Services.

**Section 5.02 Indemnification of Buyer.** Subject to the limitations set forth in **Section 5.01**, each Provider (severally and not jointly with the other Provider) shall indemnify, defend and hold harmless Buyer and its Affiliates and each of their respective Representatives (collectively, the “**Buyer Indemnified Parties**”) from and against any and all [Losses]<sup>4</sup> of the Buyer Indemnified Parties relating to, arising out of or resulting from the gross negligence or fraud of such Provider or its Affiliates, employees, contractors or subcontractors that provides a Service to Buyer pursuant to **Section 1.03** in connection with the provision of, or failure to provide, any Services to Buyer.

**Section 5.03 Indemnification of Providers** Subject to the limitations set forth in **Section 5.01**, Buyer shall indemnify, defend and hold harmless each Provider and its Affiliates and each of their respective Representatives (collectively, with respect to each Provider, the “**Provider Indemnified Parties**”) from and against any and all [Losses] of the Provider Indemnified Parties relating to, arising out of or resulting from the Services or the provision thereof, except to the extent arising out of or result from the gross negligence or fraud of such Provider or its Affiliates.

## ARTICLE VI MISCELLANEOUS

**Section 6.01 Notices.** All Invoices, notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this **Section 6.01**):

(a) if to Seller:

[GenOn Energy, Inc.]

[SELLER ADDRESS]

E-mail: [E-MAIL ADDRESS]

Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

with a copy (which shall not constitute notice) to:

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<sup>4</sup> Note to Draft: Conform to Purchase Agreement.

[SELLER LAW FIRM]  
[SELLER LAW FIRM ADDRESS]  
E-mail: [E-MAIL ADDRESS]  
Attention: [ATTORNEY NAME]

(b) if to NRG:

NRG Energy, Inc.  
804 Carnegie Center  
Princeton, NJ 08540  
E-mail: OGC@NRG.com  
Attention: David Hill

with a copy (which shall not constitute notice) to:

Baker Botts, L.L.P.  
1299 Pennsylvania Ave., NW  
E-mail: elaine.walsh@bakerbotts.com  
Attention: Elaine Walsh

(c) if to Buyer:

[BUYER NAME]  
[BUYER ADDRESS]  
E-mail: [E-MAIL ADDRESS]  
Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

with a copy (which shall not constitute notice) to:

[BUYER LAW FIRM]  
[BUYER LAW FIRM ADDRESS]  
E-mail: [E-MAIL ADDRESS]  
Attention: [ATTORNEY NAME]

**Section 6.02 Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

**Section 6.03 Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**Section 6.04 Entire Agreement.** This Agreement, including all Service Exhibits, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event and to the extent that there is a conflict between the provisions of this Agreement and the provisions of the Purchase Agreement as it relates to the Services hereunder, the provisions of this Agreement shall control.

**Section 6.05 Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Buyer may not assign its rights or obligations hereunder without the prior written consent of Seller (on behalf of the Providers), which consent shall not be unreasonably withheld or delayed, and neither Provider may assign its rights or obligations hereunder without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

**Section 6.06 No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

**Section 6.07 Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party hereto of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(a) **Governing Law; Submission to Jurisdiction.** This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to otherwise governing principles of conflicts of law that would result in the application of the law of any other jurisdiction. In addition to any remedies at law, or expressly set forth herein, each party hereto acknowledges that the other parties shall be

permitted, without the posting of a bond or other security, to pursue equitable remedies in respect of any breach of the terms of this Agreement, including, without limitation, the right to enforce such terms specifically notwithstanding the availability of adequate money damages.

(b) In any judicial proceeding involving any dispute, controversy or claim arising out of or relating to this Agreement, each of the parties hereto irrevocably and unconditionally submits to the exclusive jurisdiction of the state and federal courts located in the State of New York for any actions, suits or proceedings arising out of or relating to or concerning this Agreement.

(c) EACH OF THE PARTIES HERETO HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

**Section 6.08 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

[BUYER]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GENON ENERGY, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

NRG ENERGY, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A<sup>5</sup>**

**[CATEGORY OF SERVICE]**

<b>Description of Service:</b>	[DESCRIPTION]
<b>End Date:</b>	[DATE]
<b>Fee:</b>	[FLAT/HOURLY FEE / DESCRIPTION OF OTHER ARRANGEMENT]
<b>Provider Contact:</b>	[NAME, CONTACT INFORMATION]
<b>Buyer Contact:</b>	[NAME, CONTACT INFORMATION]

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<sup>5</sup> Note to Draft: GenOn to populate Exhibit A based on (i) Buyer needs and (ii) in accordance with the services being provided by NRG under the GenOn-NRG TSA at the time of closing of the restructuring asset sale. The cost of each service shall be the reasonable cost of such service.

Schedule A<sup>5</sup>  
Services

<u>Services</u>	<u>Service Term</u>	<u>Cost Reduction (\$)</u>
1. Executive and Administrative (a) Human Resources (b) Regulatory and Public Affairs (c) Executive	[TBD]	[\$● per month]
2. Accounting	[TBD]	[\$● per month]
3. Tax	[TBD]	[\$● per month]
4. Information Systems	[TBD]	[\$● per month]
5. Treasury and Planning (a) Budgets (b) Economic Modeling (c) Financing (d) Insurance (e) Communications and Investor Relations	[TBD]	[\$● per month]
6. Operations and Asset Management (a) Contracting and Contract Administration (b) Engineering, Construction and Operation (c) Permitting (d) Environmental and Safety	[TBD]	[\$● per month]
7. Risk and Commercial Operations	[TBD]	[\$● per month]
8. Legal	[TBD]	[\$● per month]

<sup>5</sup> Note to Draft: Schedule A is subject to ongoing discussions.



## **EXHIBIT H**

### **Form of Tax Matters Agreement**

Certain documents, or portions thereof, contained in this **Exhibit H** and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, subject to the applicable consent rights under the Plan and the Restructuring Support Agreement, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

This **Exhibit H** is subject to ongoing review, revision, and further negotiation by the parties to the Restructuring Support Agreement including the Debtors, Consenting Noteholders and NRG, who have various consent rights over the final form of this **Exhibit H** and this **Exhibit H** may be amended, modified, supplemented, and revised in accordance with those ongoing negotiations.

**DRAFT**

TAX MATTERS AGREEMENT

BY AND AMONG NRG ENERGY, INC.,

AND

[TBD].

DATED AS OF [\_\_\_\_\_]

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## TAX MATTERS AGREEMENT<sup>1</sup>

THIS TAX MATTERS AGREEMENT (this “Agreement”), dated as of [●], is entered into by and among, NRG Energy, Inc., a Delaware corporation (“NRG”) and [GenOn Entities] (“GenOn”). NRG and GenOn shall be referred to collectively as the “Parties”. Any capitalized term used herein without definition shall have the meaning given to it in the Plan (as defined herein).

### RECITALS

WHEREAS, on June 14, 2017, GenOn Energy Inc. and certain of its Subsidiaries (collectively, the “Debtors”) commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (as amended, the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas, which cases are currently pending before the Honorable Judge David R. Jones and jointly administered for procedural purposes only under Case No. 17-33695 (DRJ), and any proceedings relating thereto (collectively, the “Chapter 11 Cases”);

WHEREAS, the Debtors intend to seek the entry of an order of the Bankruptcy Court approving the restructuring of the Debtors pursuant to a confirmed and effective Chapter 11 plan of reorganization (the “Plan”) that contemplates, among other things, a separation of the Debtors from NRG;

WHEREAS, pursuant to the Plan and on or about the effective date of the Plan (the “Effective Date”), [structure TBD];

WHEREAS, the Parties wish to (i) provide for the payment of Income Taxes and entitlement to Refunds thereof, (ii) allocate responsibility for, and cooperation in, the filing and defense of Tax Returns and Tax Proceedings and (iii) provide for certain other matters relating to Taxes, including the ability of NRG to claim a Worthless Stock Deduction with respect to its stock in GenOn Energy, Inc.;

WHEREAS, this Agreement is subject to approval by the Bankruptcy Court in connection with the Bankruptcy Court’s approval of the NRG Settlement and will be effective only upon approval of the Bankruptcy Court and the Effective Date.

NOW, THEREFORE, in consideration of these premises, and of the representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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<sup>1</sup> Note to Draft: This Agreement will remain subject to modification and revision in all respects until, among other things, an exit structure for the Debtors is finalized.

## ARTICLE I

### Definitions

Section 1.01 General. As used in this Agreement, the following terms shall have the following meanings.

“Accounting Firm” has the meaning set forth in Section 8.02.

“Affiliate” means, with respect to any Person, any other Person, directly or indirectly, controlling, controlled by, or under common control with, such Person.

“Agreement” has the meaning set forth in the preamble to this Agreement.

“Ancillary Agreements” means the [\_\_\_\_\_].

“Code” means the Internal Revenue Code of 1986, as amended.

“Due Date” means (i) with respect to a Tax Return, the date (taking into account all applicable extensions) on which such Tax Return is required to be filed under applicable law and (ii) with respect to a payment of Taxes, the date on which such payment is required to be made to avoid the incurrence of interest, penalties and/or additions thereto.

“Federal Income Tax Return” means the U.S. federal income tax returns reflecting the GenOn Entities’ membership in NRG’s consolidated tax group.

“Final Determination” means the final resolution of liability for any Tax for any taxable period, by or as a result of (i) a final decision, judgment, decree or other order by any court of competent jurisdiction that can no longer be appealed, (ii) a final settlement with the IRS, a closing agreement or accepted offer in compromise under Sections 7121 or 7122 of the Code, or a comparable agreement under the laws of other jurisdictions, which resolves the entire Tax liability for any taxable period, (iii) any allowance of a Refund in respect of an overpayment of Tax, but only after the expiration of all periods during which such Refund or credit may be recovered by the jurisdiction imposing the Tax, or (iv) any other final resolution, including by reason of the expiration of the applicable statute of limitations.

“GenOn” has the meaning set forth in the preamble to this Agreement.

“GenOn Entity” means GenOn and any entity that is a Subsidiary of GenOn, including, following the Effective Date, any entity that is treated as a “Reorganized Debtor” under the Plan.

“GenOn Separate Return Tax” means any state or local Tax resulting from or otherwise realized upon the sale of any asset or equity interest of any GenOn Entity to the extent such Tax is payable on a separate state or local tax return that does not include NRG or an affiliate of NRG other than a GenOn Entity.

“GenOn Taxes” means, without duplication, (a) any federal, state and local Income Taxes or Tax with respect to a State and Local Income Tax Return owed by any GenOn Entity solely

attributable to the NRG Settlement Payment, (b) any Tax (other than NRG Taxes) imposed on or in respect of the assets of the GenOn Entities (including, without limitation, sales/use, property, payroll, gross receipts, capital, franchise (not in the nature of Income Taxes), occupation, and similar Taxes, and (c) any GenOn Separate Return Tax;

“Income Tax Return” means (a) State and Local Income Returns and (b) Federal Income Tax Returns.

“Income Taxes” means any Taxes in whole or in part based upon, measured by, or calculated with respect to net income or profits, net worth or net receipts (including, but not limited to, any capital gains, franchise Tax, minimum Tax or any Tax on items of Tax preference (in each case, in the nature of an income Tax), but not including sales, use, real or personal property, or transfer Taxes or similar Taxes).

“Indemnified Party” means, with respect to a matter, a Person that is entitled to seek indemnification under this Agreement with respect to such matter.

“Indemnifying Party” means, with respect to a matter, a Person that is obligated to provide indemnification under this Agreement with respect to such matter.

“IRS” means the U.S. Internal Revenue Service or any successor thereto, including, but not limited to its agents, representatives, and attorneys acting in their official capacity.

“NRG” has the meaning set forth in the preamble to this Agreement.

“NRG Entity” means NRG and any Subsidiary of NRG immediately after the Restructuring Transactions.

“NRG Settlement Payment” means the cash payment to be provided by NRG, to fund distributions under the Plan.

“NRG Taxes” means, without duplication, (a) any federal, state and local Income Taxes of any consolidated, combined or unitary Tax group of which any GenOn Entity was a member during any Pre-Closing Tax Period or the portion of any Straddle Period ending on or before the Effective Date; (b) any Tax with respect to a State and Local Income Tax Return for any Pre-Closing Tax Period, and (c) any Tax of any NRG Entity; *provided, however*, that NRG Taxes shall not include (x) any Income Tax or Tax with respect to a State and Local Income Tax Return arising solely as a result of the NRG Settlement Payment or (y) any GenOn Separate Return Tax.

“Parties” has the meaning set forth in the preamble to this Agreement.

“Person” or “person” means a natural person, corporation, company, joint venture, individual business trust, trust association, partnership, limited partnership, limited liability company, association, unincorporated organization or other entity, including a governmental authority.

“Plan” has the meaning set forth in the recitals to this Agreement.

“Post-Closing Tax Period” means any taxable period (or portion thereof) beginning after the Effective Date, including for the avoidance of doubt, the portion of any Straddle Period after the Effective Date.

“Pre-Closing Tax Period” means any tax period (or portion thereof) ending on or before the Effective Date, including for the avoidance of doubt, the portion of any Straddle Period ending on the Effective Date.

“Refund” means any refund (or credit in lieu thereof) of Taxes (including any overpayment of Taxes that can be refunded or, alternatively, applied to other Taxes payable), including any interest paid on or with respect to such refund of Taxes.

“Restructuring Transactions” has the meaning set forth in Article I of the Plan.

“State and Local Income Tax Return” shall mean any and all state and local income or franchise tax returns that include any GenOn Entity that utilize federal taxable income as the basis for calculation of tax due.

“Straddle Period” means any taxable period that begins on or before and ends after the Effective Date.

“Subsidiary” means with respect to any Person, any other Person of which at least a majority of the securities or other ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other persons performing similar functions is directly or indirectly owned or controlled by such Person and/or by one or more of the Subsidiaries of such Person.

“Tax” means any net or gross income, gross receipts, net proceeds, sales, use, ad valorem, value added, goods and services, consumption, harmonized sales, franchise, margin, levies, imposts, capital, capital gains, bank shares, withholding, payroll, employer health, real property, personal property, customs duties, employment, excise, property, deed, stamp, alternative, net worth or add-on minimum, environmental or other taxes, assessments, duties, levies or similar governmental charges in the nature of a tax, whether disputed or not, together with any interest, penalties, fines, additions to tax or additional amounts with respect thereto.

“Tax Attributes” means net operating losses, capital losses, investment tax credit carryovers, earnings and profits, foreign tax credit carryovers, overall foreign losses, previously taxed income, separate limitation losses and any other losses, deductions, credits or other comparable items that could reduce a Tax liability for a past or future taxable period.

“Tax Benefit” means any decrease in Income Tax payments actually required to be made to a Taxing Authority (or any increase in any Refund otherwise receivable from any Taxing Authority), including any decrease in Tax payments (or increase in any Refund) that actually results from an increase in Tax Attributes (computed on a “with or without” basis consistent with the principles of Section 3.03(b)).

“Tax Cost” means any increase in Income Tax payments actually required to be made to a Taxing Authority (or any reduction in any Refund otherwise receivable from any Taxing



Authority), including any increase in Tax payments (or reduction in any Refund) that actually results from a reduction in Tax Attributes (computed on a “with or without” basis consistent with the principles of Section 3.03(a)).

“Tax Matter” has the meaning set forth in Section 6.01.

“Tax Proceeding” means any audit, assessment of Income Taxes, pre-filing agreement, other examination by any Taxing Authority, proceeding, appeal of a proceeding or litigation relating to Income Taxes, whether administrative or judicial, including proceedings relating to competent authority determinations.

“Tax Return” means any return, report, certificate, form or similar statement or document (including any related or supporting information or schedule attached thereto and any information return, or declaration of estimated Tax) supplied to, or filed with or required to be supplied to, or filed with, a Taxing Authority in connection with the payment, determination, assessment or collection of any Tax or the administration of any laws relating to any Tax and any amended Tax Return or claim for Refund.

“Taxable Transaction” has the meaning set forth in Article I of the Plan.

“Taxing Authority” means any governmental authority or any subdivision, agency, commission or entity thereof or any quasi-governmental or private body having jurisdiction over the assessment, determination, collection or imposition of any Tax (including the IRS).

“Worthless Stock Deduction” has the meaning set forth in Article I of the Plan.

Section 1.02 Construction. When a reference is made in this Agreement to an Article or Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated. The table of contents to this Agreement, and the Article and Section headings contained in this Agreement, are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The term “or” is not exclusive. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined herein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. Unless otherwise specified, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and including all attachments thereto and instruments incorporated therein. References to a person are also to its permitted successors and assigns.

Section 1.03 References to Time. All references in this Agreement to times of the day shall be to New York City time.

## ARTICLE II

### Preparation, Filing and Payment of Income Taxes Shown Due on Income Tax Returns

Section 2.01 Tax Returns. NRG shall timely prepare and file (or cause to be prepared and filed) all Income Tax Returns required to be filed by any NRG Entity or GenOn Entity for any Pre-Closing Tax Period in good faith and in a manner consistent with past practice in filing such Tax Returns, and shall pay (or cause to be paid) all Income Taxes shown to be due and payable on each such Tax Return. NRG shall (i) make a draft of such Income Tax Returns available to GenOn's tax advisors, at mutually agreeable times (the first of which shall be no later than the 45th day prior to the Due Date of such Federal Income Tax Return (after giving effect to valid extensions)) at NRG's offices where Tax Returns filings are customarily handled, and (ii) reasonably and in good faith consider such revisions to such Income Tax Returns as are requested by GenOn.

Section 2.02 Tax Return Procedures. Unless otherwise required by a Taxing Authority or by applicable law, NRG and GenOn shall prepare and file all Tax Returns for any Pre-Closing Tax Period or Straddle Period, and take all other actions, in good faith and a manner consistent with this Agreement, the Plan and past practice. All such Tax Returns shall be filed on a timely basis (taking into account applicable extensions) by the Party responsible for filing such Tax Returns under this Agreement.

Section 2.03 Straddle Period Tax Allocation. In the case of any Straddle Period, the amount of Income Taxes attributable to a GenOn entity for the portion of the Straddle Period ending on, or beginning after, the Effective Date shall be made by means of an actual closing of the books and records of such GenOn Entity as of the close of the Effective Date.

Section 2.04 Expenses. Except as provided in Section 8.02 in respect of the Accounting Firm, each Party shall bear its own expenses incurred in connection with this Article II.

Section 2.05 No Extraordinary Actions on the Effective Date. Except as expressly contemplated by this Agreement, the Plan or any Ancillary Agreement, GenOn shall not, and shall not permit any GenOn Entity to, on the Effective Date, take any action outside of the ordinary course of business; *provided, however*, that this provision shall not apply to any actions or transactions that are deemed to occur solely for Income Tax purposes on the Effective Date as a result of transactions contemplated in the Agreement, the Plan or any Ancillary Agreement.

Section 2.06 Amended Tax Returns. Any amendment of any Income Tax Return described in Section 2.01 shall be subject to GenOn's or NRG's review, as applicable, and prepared in good faith and in a manner consistent with past practice, and subject to payment of reimbursement for any additional Income Taxes shown on such Income Tax Return pursuant to Section 3.01 and Section 3.02.

Section 2.07 Tax Materials. Each of NRG on the one hand, and GenOn on the other hand, shall provide the other with all documents and information, and make available employees and officers, as reasonably requested by the other party, on a mutually convenient basis during

normal business hours, to aid the other party in preparing any Tax Return described in this Article II or participating in a Tax Proceeding or contest described in Article IV.

Section 2.08 Tax Treatment of NRG Settlement Payment. Each of NRG, the GenOn Entities, and their respective affiliates and subsidiaries shall, for all applicable Tax purposes, treat the NRG Settlement Payment as (a) to the greatest extent permitted by applicable law, a capital contribution from NRG to GenOn that is made prior in time to any other transaction consummated pursuant to the Plan (including the Restructuring Transactions); and (b) to the extent any portion of the NRG Settlement Payment cannot, under applicable law, be treated as a capital contribution from NRG to GenOn, such NRG Settlement Payment shall be treated as a payment that is deductible to NRG and includable by GenOn when received, with such deduction and inclusion offsetting to the extent permitted by applicable Tax law. Notwithstanding anything in this Agreement to the contrary, no Tax shall be treated as solely attributable to the NRG Settlement Payment to the extent income attributable to the NRG Settlement Payment is offset by a deduction attributable to such payment such that it is reasonably determined that there was no net Tax liability directly attributable to the NRG Settlement Payment.

### ARTICLE III

#### Indemnification

Section 3.01 Indemnification by NRG. NRG shall pay (or cause to be paid), or reimburse the GenOn Entities, as applicable, and shall indemnify and hold harmless the GenOn Entities from and against, without duplication, all NRG Taxes, and all claims, damages, losses, liabilities, costs and expenses (if any) incurred or suffered by any GenOn Entity arising out of or in connection with any breach of any representation or warranty made by NRG in this Agreement or any covenant to be performed by NRG pursuant to this Agreement.

Section 3.02 Indemnification by GenOn. GenOn shall pay (or cause to be paid), or reimburse the NRG Entities, as applicable, and shall indemnify and hold harmless the NRG Entities from and against, without duplication, all GenOn Taxes, and all claims, damages, losses, liabilities, costs and expenses (if any) incurred or suffered by any NRG Entity arising out of or in connection with any breach of any representation or warranty made by GenOn in this Agreement or any covenant to be performed by GenOn pursuant to this Agreement.

#### Section 3.03 Adjustments to Payments.

(a) Any indemnity payment pursuant to this Agreement shall be increased to include (i) all reasonable documented accounting, legal and other professional fees and court costs incurred by the Indemnified Party in connection with such indemnity payment and (ii) any Tax Cost resulting from the receipt of (or entitlement to) such indemnity payment, which Tax Cost would not have arisen or been allowable but for such indemnified liability. For purposes hereof, any Tax Cost actually realized by the Indemnified Party (or its Affiliates) shall be determined using a “with and without” methodology (treating any deductions or amortization attributable to such indemnified liability as the last items claimed for any taxable year, including after the utilization of any otherwise available net operating loss carryforwards). If necessary,

any indemnity payment will initially be made without regard to this Section 3.03(a), and an adjusting payment will be made to reflect any applicable Tax Cost within thirty (30) days after the Indemnified Party (or its Affiliates) actually realizes such Tax Cost by way of reduction in a Refund or an increase in Taxes reported on a filed Tax Return.

(b) Any indemnity payment under this Agreement shall be decreased to take into account an amount equal to the Tax Benefit actually realized by the Indemnified Party (or its Affiliates) arising from the incurrence or payment of the relevant indemnified item, which Tax Benefit would not have arisen or been allowable but for such indemnified liability. For purposes hereof, any Tax Benefit actually realized by the Indemnified Party (or its Affiliates) shall be determined using a “with and without” methodology (treating any deductions or amortization attributable to such indemnified liability as the last items claimed for any taxable year, including after the utilization of any otherwise available net operating loss carryforwards). If necessary, any indemnity payment will initially be made without regard to this Section 3.02(b), and an adjusting payment by the Indemnifying Party will be made to reflect any applicable Tax Benefit within thirty (30) days after the Indemnified Party (or its Affiliates) actually realizes such Tax Benefit by way of a Refund or a decrease in Taxes reported on a filed Tax Return.

Section 3.04 Timing of Indemnification Payments. Except as otherwise provided in Article II, payments in respect of any liabilities for which an Indemnified Party is entitled to indemnification pursuant to this Article III shall be paid by the Indemnifying Party to the Indemnified Party within ten (10) days after receipt of written request therefor by the Indemnified Party, including reasonably satisfactory documentation setting forth the basis for, and calculation of, the amount of such indemnification payment; *provided*, that, (i) if the Indemnified Party is required to pay Taxes to a Taxing Authority pursuant to a Final Determination, the Indemnifying Party shall not be required to pay an indemnification payment in respect of such Taxes to the Indemnified Party earlier than two (2) days before the Indemnified Party is required to pay such Taxes to such Taxing Authority pursuant to such Final Determination and (ii) if the Indemnifying Party consents, pursuant to Section 4.02, to the payment by the Indemnified Party of any Taxes to a Taxing Authority prior to a Final Determination, the Indemnifying Party shall not be required to pay an indemnification payment in respect of such Taxes to the Indemnified Party earlier than two (2) days before the Indemnified Party pays such Income Taxes to such Taxing Authority.

Section 3.05 Exclusive Remedy. Anything to the contrary in this Agreement notwithstanding, NRG and GenOn hereby agree that the sole and exclusive monetary remedy of a party for any breach or inaccuracy of any representation, warranty, covenant or agreement contained in this Agreement shall be the indemnification rights set forth in this Article III.

#### ARTICLE IV

##### Tax Proceedings

Section 4.01 Notification of Tax Proceedings. Within ten (10) days after an Indemnified Party becomes aware of the commencement of a Tax Proceeding that may give rise to Taxes for which an Indemnifying Party is responsible pursuant to Article III, such Indemnified Party shall notify the Indemnifying Party in writing of such Tax Proceeding, and thereafter shall

promptly forward or make available to the Indemnifying Party copies of material notices and communications relating to such Tax Proceeding. The failure of the Indemnified Party to notify the Indemnifying Party in writing of the commencement of such Tax Proceeding within such ten (10) day period or promptly forward any further notices or communications shall not relieve the Indemnifying Party of any obligation which it may have to the Indemnified Party under this Agreement except to the extent (and only to the extent) that the Indemnifying Party is actually prejudiced by such failure.

Section 4.02 Tax Proceeding Procedures.

(a) NRG. NRG shall be entitled to contest, compromise and settle any adjustment that is proposed, asserted or assessed pursuant to any Tax Proceeding with respect to any Income Tax Return relating to GenOn if the majority of the Taxes at issue in such Tax Proceeding are NRG Taxes or Taxes for which NRG is otherwise responsible; *provided*, that to the extent that such Tax Proceeding also relates to GenOn Taxes or would reasonably be expected to materially adversely affect the Tax position of any GenOn Entity for any Post-Closing Tax Period, NRG shall (i) keep GenOn informed in a timely manner of the material actions proposed to be taken by NRG with respect to such Tax Proceeding, (ii) permit GenOn at its own expense to participate in the aspects of such Tax Proceeding that relate to GenOn Taxes or the tax position of GenOn for any Post-Closing Tax Period and (iii) not settle any aspect of such Tax Proceeding that relates to GenOn Taxes or the tax position of GenOn for any Post-Closing Tax Period without the prior written consent of GenOn, which shall not be unreasonably withheld, delayed or conditioned; *provided, further*, that GenOn's rights and NRG's obligations set forth above shall not apply if and to the extent that GenOn elects in writing to forgo its right to indemnification in respect of GenOn Taxes that are subject of such Tax Proceeding.

(b) GenOn. GenOn shall be entitled to contest, compromise and settle any adjustment that is proposed, asserted or assessed pursuant to any Tax Proceeding with respect to any Income Tax Return relating to GenOn if the majority of the Taxes at issue in such Tax Proceeding are GenOn Taxes or Taxes for which GenOn is otherwise responsible; *provided*, that to the extent that such Tax Proceeding also relates to NRG Taxes or would reasonably be expected to materially adversely affect the Tax position of any NRG Entity for any Post-Closing Tax Period, GenOn shall (i) keep NRG informed in a timely manner of the material actions proposed to be taken by GenOn with respect to such Tax Proceeding, (ii) permit NRG at its own expense to participate in the aspects of such Tax Proceeding that relate to NRG Taxes or the tax position of NRG for any Post-Closing Tax Period and (iii) not settle any aspect of such Tax Proceeding that relates to NRG Taxes or the tax position of NRG for any Post-Closing Tax Period without the prior written consent of NRG, which shall not be unreasonably withheld, delayed or condition.

ARTICLE V

Purchase Price Allocation

Section 5.01 Purchase Price Allocation. In the event of any Taxable Transaction, GenOn shall have the sole and exclusive right to reasonably determine any associated purchase price allocation, and GenOn and NRG (and their respective Affiliates and Subsidiaries) shall be

obligated to abide by such allocation in the absence of a final decision by the United States Tax Court, the United States Court of Federal Claims, or a United States District Court, with all contests to be controlled by GenOn; *provided*, that GenOn shall provide such purchase price allocation to NRG within a commercially reasonable period of time following the Effective Date and, to the extent NRG disagrees with any material aspects of such purchase price allocation, GenOn and NRG shall negotiate in good faith to resolve such disagreement; *provided, further*, that in the event such disagreement cannot be resolved, any dispute shall be conclusively resolved by a mutually-agreed Accounting Firm.

## ARTICLE VI

### Cooperation

Section 6.01 General Cooperation. The Parties shall each cooperate fully (and each shall cause its respective Subsidiaries to cooperate fully) with all reasonable requests in writing or via e-mail from another Party hereto, or, upon the request of such Party, from an agent, representative or advisor to such Party, in connection with the preparation and filing of Tax Returns, claims for Refunds, Tax Proceedings, and calculations of amounts required to be paid pursuant to this Agreement, in each case, related or attributable to or arising in connection with Taxes of any of the Parties or their respective Subsidiaries covered by this Agreement and the establishment of any reserve required in connection with any financial reporting (a “Tax Matter”). Such cooperation shall include the provision of any information reasonably necessary or helpful in connection with a Tax Matter and shall include, subject to the limitations contained in this Section 6.01, at each Party’s own cost:

(i) the provision, in hard copy and electronic forms, of any Tax Returns of the Parties and their respective Subsidiaries, books, records (including information regarding ownership and Tax basis of property), documentation and other information relating to such Tax Returns, including accompanying schedules, related work papers, and documents relating to rulings or other determinations by Taxing Authorities;

(ii) the execution of any document (including any power of attorney) reasonably requested by another Party in connection with any Tax Proceedings of any of the Parties or their respective Subsidiaries, or the filing of a Tax Return or a Refund claim of the Parties or their respective Subsidiaries; and

(iii) the use of the Party’s commercially reasonable efforts to obtain any documentation in connection with a Tax Matter.

Each Party shall make its employees, advisors, and facilities available, without charge, on a reasonable and mutually convenient basis in connection with the foregoing matters in a manner that does not interfere with the ordinary business operations of such Party. Notwithstanding this Section 6.01, GenOn’s review of and access to NRG’s consolidated Federal Income Tax Returns and any consolidated, combined or unitary Tax Return in a state, local or foreign jurisdiction shall be limited to GenOn’s reasonable review, which shall be conducted by GenOn’s tax



advisors at a mutually agreeable time at NRG's offices where Tax Returns filings are customarily handled.

Section 6.02 Retention of Records. NRG and GenOn shall retain or cause to be retained all Tax Returns, schedules and work papers, and all material records or other documents relating thereto in their possession, including all such electronic records, and shall maintain all hardware necessary to retrieve such electronic records, in all cases until sixty (60) days after the expiration of the applicable statute of limitations (including any waivers or extensions thereof) of the taxable periods to which such Tax Returns and other documents relate or until the expiration of any additional period that any Party reasonably requests, in writing, with respect to specific material records and documents. A Party intending to destroy any material records or documents shall provide the other Party with reasonable advance notice and the opportunity to copy or take possession of such records and documents. The Parties hereto will notify each other in writing of any waivers or extensions of the applicable statute of limitations that may affect the period for which the foregoing records or other documents must be retained.

## ARTICLE VII

### Additional Covenants and Agreements

Section 7.01 GenOn Covenants. The GenOn Entities shall not take any action that would prevent or impede NRG from claiming, to the fullest extent permitted by applicable law, a Worthless Stock Deduction for the tax year in which the Effective Date occurs.

Section 7.02 NRG Covenant. To the fullest extent permitted by applicable law, the GenOn Entities shall be entitled to use available current-year losses and net operating losses ("NOLs") (including NOL carryforwards) of the NRG consolidated group in relation to transactions treated as a taxable transaction occurring in connection with or prior to the Effective Date (including, for the avoidance of doubt, any so-called "partial Bruno's" transaction) by any GenOn Entity for any such transaction (or transactions) completed on or before December 31, 2018; *provided*, that for the avoidance of doubt, any current-year losses or NOLs (including NOL carryforwards) of the GenOn Entities may be utilized by the GenOn Entities in connection with such transaction regardless of when such sales occur to the extent provided for in the Code.

## ARTICLE VIII

### Miscellaneous

Section 8.01 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of [the State of New York], without regard to such state's choice of law provisions which would require the application of the law of any other jurisdiction. The Bankruptcy Court shall have non-exclusive jurisdiction of all matters arising out of or in connection with this Agreement to the extent provided by 28 U.S.C. § 1334.

Section 8.02 Dispute Resolution. In the event of any dispute between the Parties as to any matter covered by Section 2.02, Section 2.05, Section 2.08, or Section 3.03, the Parties shall appoint a nationally recognized independent public accounting firm (an "Accounting Firm") to resolve such dispute. In this regard, the Accounting Firm shall make determinations with respect

to the disputed items based solely on representations made by NRG and GenOn and their respective representatives, and not by independent review, and shall function only as an expert and not as an arbitrator and shall be required to make a determination in favor of one Party only. The Parties shall require the Accounting Firm to resolve all disputes no later than thirty (30) days after the submission of such dispute to the Accounting Firm and agree that all decisions by the Accounting Firm with respect thereto shall be final and conclusive and binding on the Parties. The Accounting Firm shall resolve all disputes in a manner consistent with this Agreement. The Parties shall require the Accounting Firm to render all determinations in writing and to set forth, in reasonable detail, the basis for such determination. The fees and expenses of the Accounting Firm shall be borne equally by NRG and GenOn.

Section 8.03 Tax Sharing Agreements. All Tax sharing, indemnification and similar agreements, written or unwritten, as between an NRG Entity, on the one hand, and a GenOn Entity, on the other (other than this Agreement, any other Agreement contemplated by the Plan, and any other agreement for which Taxes is not the principal subject matter), shall be or shall have been terminated no later than the Effective Date and, after the Effective Date, no NRG Entity or GenOn Entity shall have any further rights or obligations under any such Tax sharing, indemnification or similar agreement; *provided, that*, nothing in this Section 7.03 shall be read to imply that any such Tax sharing, indemnification, or similar agreement does or does not exist.

Section 8.04 Interest on Late Payments. With respect to any payment between the Parties pursuant to this Agreement not made by the Due Date set forth in this Agreement for such payment, the outstanding amount will accrue interest at a rate per annum equal to the rate in effect for underpayments under Section 6621 of the Code from such Due Date to and including the payment date.

Section 8.05 Survival of Representations and Covenants. Except as otherwise contemplated by this Agreement, the representations, covenants and agreements contained herein to be performed following the Restructuring Transactions shall survive the Effective Date in accordance with their respective terms.

Section 8.06 Severability. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be declared judicially to be invalid, unenforceable or void, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement, it being the intent and agreement of the Parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable to the maximum extent permitted while preserving its intent or, if such modification is not possible, by substituting therefor another provision that is valid, legal and enforceable and that achieves the original intent of the Parties.

Section 8.07 Entire Agreement. This Agreement, the Exhibits hereto, the Ancillary Agreements and other documents referred to herein shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all other prior negotiations, agreements and understandings, whether written or oral, among the Parties with respect to the subject matter of this Agreement. Except as otherwise expressly provided herein, in the case of any conflict between the terms of this Agreement and the terms of any other Ancillary Agreement, the terms of this Agreement shall control.



Section 8.08 Assignment. Neither this Agreement nor any of the rights, benefits or obligations hereunder may be assigned by any Party (whether by operation of law or otherwise) without the prior written consent of the other Party, and any purported assignment without such consent shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

Section 8.09 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (other than the Parties and their respective successors and permitted assigns) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, and, except as provided in Article III relating to certain indemnitees, no Person shall be deemed a third party beneficiary under or by reason of this Agreement.

Section 8.10 Affiliates. Each of NRG and GenOn shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by their respective Affiliates.

Section 8.11 Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Party who is, or is to be, thereby aggrieved will have the right to specific performance and injunctive or other equitable relief in respect of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties to this Agreement.

Section 8.12 Amendments; Waivers. No amendment, modification, waiver or other supplement of the terms of this Agreement shall be valid unless such amendment, modification, waiver or other supplement is in writing and has been signed by each of the Parties. No failure or delay by any Party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right hereunder. Any agreement on the part of any Party to any such waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party.

Section 8.13 Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement, and in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

Section 8.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which, when so executed, shall constitute the same instrument and the counterparts may be delivered by facsimile transmission or by electronic mail in portable document format (.pdf).

Section 8.15 Confidentiality. Each of the Parties hereto shall hold and cause its directors, officers, employees, advisors and consultants to hold in strict confidence, unless compelled to disclose by judicial or administrative process or, in the opinion of its counsel, by other requirements of law, all information (other than any such information relating solely to the business or affairs of such party) concerning the other Party hereto furnished it by such other Party or its representatives pursuant to this Agreement (except to the extent that such information can be shown to have been (1) in the public domain through no fault of such Party or (2) later lawfully acquired from other sources not under a duty of confidentiality by the party to which it was furnished), and no Party shall release or disclose such information to any other Person, except its directors, officers, employees, auditors, attorneys, financial advisors, bankers or other consultants who shall be advised of and agree to be bound by the provisions of this Section 7.15. Each of the Parties hereto shall be deemed to have satisfied its obligation to hold confidential information concerning or supplied by the other Party if it exercises the same care as it takes to preserve confidentiality for its own similar information. Except as required by law or with the prior written consent of the other Party, all Tax Returns, documents, schedules, work papers and similar items and all information contained therein, and any other information that is obtained by a Party or any of its Affiliates pursuant to this Agreement, shall be kept confidential by such Party and its Affiliates and representatives, shall not be disclosed to any other Person and shall be used only for the purposes provided herein. If a Party or any of its Affiliates is required by law to disclose any such information, such Party shall give written notice to the other Party prior to making such disclosure.

Section 8.16 Waiver of Jury Trial. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT (WITH EACH PARTY HAVING HAD OPPORTUNITY TO CONSULT COUNSEL), EACH OF THE PARTIES EXPRESSLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT OR ANY ACTION OR PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY OTHER TRANSACTION AGREEMENT, REGARDLESS OF WHICH PARTY INITIATES SUCH ACTION OR PROCEEDING, AND ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT OR ANY ACTION OR PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY OTHER TRANSACTION AGREEMENT SHALL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

Section 8.17 Jurisdiction; Service of Process. Any Action with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other Party or Parties or their successors or assigns, in each case, shall be brought and determined exclusively in the courts of [the State of New York] sitting in [the borough of Manhattan] and [the United States District Court having jurisdiction over New York County, New York]. Each Party hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action with respect to this Agreement (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve in accordance with this Section 7.17, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment,

attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) to the fullest extent permitted by applicable law, any claim that (A) the action in such court is brought in an inconvenient forum, (B) the venue of such action is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Each of the Parties further agrees that no Party to this Agreement shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 7.17 and each Party waives any objection to the imposition of such relief or any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument. The Parties hereby agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 7.18, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof and hereby waive any objections to service accomplished in the manner herein provided. NOTWITHSTANDING THIS SECTION 7.17, ANY DISPUTE REGARDING SECTION 2.02, SECTION 2.05 OR SECTION 3.02 SHALL BE RESOLVED IN ACCORDANCE WITH SECTION 8.02; PROVIDED, THAT THE TERMS OF SECTION 7.02 MAY BE ENFORCED BY EITHER PARTY IN ACCORDANCE WITH THE TERMS OF THIS SECTION 7.17.

Section 8.18 Notices. All notices, requests, documents delivered, and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally, by facsimile transmission, mailed (first class postage prepaid) or by electronic mail (“e-mail”) to the Parties at the following addresses, facsimile numbers, or e-mail addresses:

If to NRG:

[\_\_\_\_\_]

Facsimile:  
Attention:

with a copy (which shall not constitute notice) to:

[\_\_\_\_\_]

Facsimile:  
Attention:

If to GenOn:

[\_\_\_\_\_]

Facsimile:  
Attention:

with a copy (which shall not constitute notice) to:

[\_\_\_\_\_]

Facsimile:

Attention:

Any Party to this Agreement may notify any other Party of any changes to the address or any of the other details specified in this paragraph; *provided*, that such notification shall only be effective on the date specified in such notice or five (5) Business Days after the notice is given, whichever is later. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver. Any notice to NRG will be deemed notice to all the NRG Entities, and any notice to GenOn will be deemed notice to all the GenOn Entities.

Section 8.19 Headings. The headings and captions of the Articles and Sections used in this Agreement and the table of contents to this Agreement are for reference and convenience purposes of the Parties only, and will be given no substantive or interpretive effect whatsoever.

Section 8.20 Effectiveness. This Agreement shall become effective on the Effective Date.

*The remainder of this page is intentionally left blank.*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

[Parties TBD]

**EXHIBIT I**

**Form of Settlement Agreement**

Certain documents, or portions thereof, contained in this **Exhibit I** and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, subject to the applicable consent rights under the Plan and the Restructuring Support Agreement, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

This **Exhibit I** is subject to ongoing review, revision, and further negotiation by the parties to the Restructuring Support Agreement including the Debtors, Consenting Noteholders and NRG, who have various consent rights over the final form of this **Exhibit I** and this **Exhibit I** may be amended, modified, supplemented, and revised in accordance with those ongoing negotiations.

DRAFT

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (this “Agreement”) is entered into as of [\_\_\_], 2017 among and between NRG Energy, Inc. (“NRG”) on behalf of itself and the NRG Parties, GenOn Energy, Inc. (“GenOn”) and those certain undersigned direct and indirect subsidiaries of GenOn (the “GenOn Subsidiaries” and together with GenOn, the “Debtors”). The NRG Parties and the Debtors are the “Parties” and each a “Party”.

**RECITALS**

WHEREAS, prior to the Effective Date of the Plan, NRG is the holder of 100% of the equity interests in GenOn (“GenOn Interests”) and a holder of claims under that certain Revolving Credit Agreement (as amended, modified or supplemented from time to time, the “Revolving Credit Facility”), dated December 12, 2012, among NRG, GenOn, and NRG Americas, Inc.

WHEREAS, NRG and GenOn are parties to that certain Services Agreement, dated as of December 20, 2012 (as amended, modified or supplemented from time to time, the “Services Agreement” and the services described therein, the “Shared Services”). NRG has continued to provide the Shared Services under the Services Agreement for the benefit of GenOn and its debtor and non-debtor subsidiaries (collectively, the “GenOn Group”) during the Chapter 11 Cases (as defined below).

WHEREAS, certain holders of the GenOn Notes and the GAG Notes and Wilmington Trust Company, in its capacity as indenture trustee to the GenOn Notes, commenced an action pending in the Superior Court for the State of Delaware captioned as *Wilmington Trust Company et al. v. NRG Energy, Inc. and GenOn Energy, Inc.*, Case No. N16C-12-090 PRW CCLD (the “Noteholder Litigation”) asserting certain claims against NRG, GenOn, and certain third parties, including without limitation certain officers and directors of NRG and GenOn.

WHEREAS, on June 8, 2017, certain owner-lessors that are parties to the leveraged lease transactions with GenOn Mid-Atlantic, LLC (“GenMA”) in respect of certain power plants located in Maryland commenced an action pending in the Supreme Court of the State of New York captioned as *Morgantown OLI LLC et al. v. GenOn Mid-Atlantic, LLC et al.*, Index No. 653146/2017 (the “Leveraged Lease Action”) asserting claims against GenMA, GenOn, NRG and certain subsidiaries thereof relating to, among other things, certain transfers and the allocation of service charges under the Services Agreement.

WHEREAS, on June 12, 2017, the Debtors entered into that certain Restructuring Support and Lock-Up Agreement (the “RSA”) incorporating a Settlement Agreement Term Sheet (the “Settlement Term Sheet”) with NRG and certain holders, investment advisors, or managers of discretionary accounts holding GenOn 7.875% Senior Notes due 2017, GenOn 9.50% Senior Notes due 2018, and GenOn 9.875% Senior Notes due 2020 (the “GenOn Notes”) and/or GAG 8.50% Senior Notes due 2021 and GAG 9.125% Senior Notes due 2031 (collectively, the “GAG Notes”) (each a “Consenting Noteholder” and collectively, the “Consenting Noteholders”) and in the RSA, the parties agreed to pursue, subject to its terms, (1) the settlement and release of certain claims among the Parties (the “Settlement”) and (2) the implementation of certain restructuring and recapitalization transactions with respect to the Debtors’ capital structure, including the

Debtors' respective obligations under the Revolving Credit Facility, the GenOn Notes, and the GAG Notes (the "Restructuring") through the filing of chapter 11 bankruptcy cases.

WHEREAS, on June 14, 2017 (the "Petition Date"), in accordance with the RSA, each of the Debtors commenced a voluntary case (collectively, the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court");

WHEREAS, on June 29, 2017, the Debtors filed the *Joint Chapter 11 Plan Of Reorganization of GenOn Energy, Inc. and Its Debtor Affiliates* (Docket No. 141) (including all exhibits, appendices, and schedules thereto, as may be amended, modified, or supplemented from time to time, the "Plan");<sup>1</sup>

WHEREAS, the Consenting Noteholders' obligations in respect of the Settlement Term Sheet are set forth in the Plan;

WHEREAS, the Parties intend, through this Agreement, the Plan, and the order confirming the Plan (the "Confirmation Order") to fully and finally settle the disputes that currently exist between them, including without limitation the Settled Claims against NRG, GenOn, and certain of their respective officers and directors.

#### **AGREEMENTS**

NOW, THEREFORE, in consideration of the promises and agreements contained herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Agreement Effective Date. Subject to the conditions set forth in Section 2 of this Agreement, this Agreement shall become effective and binding upon each of the Parties on the date (the "Agreement Effective Date") on which the Plan shall have become effective in accordance with its terms (the "Plan Effective Date").

2. Conditions to Agreement Effective Date. The following shall be conditions to the Agreement Effective Date (unless waived in writing by the Parties with respect to Sections 2.B through 2.E below):

- A. The Confirmation Order, which, among other things, shall authorize the Debtors' execution, delivery and performance of their obligations under this Agreement and the transactions contemplated hereby, or an order authorizing the Debtors to execute, deliver, and perform their obligations under this Agreement pursuant to Bankruptcy Rule 9019 shall have been entered by the Bankruptcy Court and shall have become a Final Order, and the Plan as confirmed by the Confirmation Order shall incorporate an exit

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<sup>1</sup> Capitalized terms used but not defined in this Agreement shall have the meaning ascribed to such terms in the Plan.



structure that has been determined by the GenOn Steering Committee in its sole discretion (the “Exit Structure”);<sup>2</sup>

- B. NRG and GenOn shall have executed and delivered to one another the Pension Indemnity Agreement, in form and substance reasonably acceptable to the GenOn Steering Committee, which shall be in full force and effect;
- C. NRG and GenOn shall have executed and delivered to one another the Tax Matters Agreement, in form and substance reasonably acceptable to the GenOn Steering Committee, which Tax Matters Agreement shall be effective on the Plan Effective Date (as defined below);
- D. NRG and GenOn shall have executed and delivered to one another the Transition Services Agreement, in form and substance reasonably acceptable to the GenOn Steering Committee, which shall be in full force and effect;
- E. no later than December 1, 2017, NRG and GenOn shall communicate to their respective executives and employees that NRG’s and GenOn’s intent is to successfully assist with GenOn’s separation and implementation of the Plan negotiated by the parties. Such communication shall be drafted jointly by NRG and GenOn.
- F. NRG and GenOn shall have executed and delivered to one another the Cooperation Agreement, in form and substance reasonably acceptable to the GenOn Steering Committee, which shall be in full force and effect;
- G. NRG shall have made a cash payment to GenOn or such other payee(s) as agreed upon by the Debtors and the GenOn Steering Committee (the “NRG Settlement Payment”) in the amount equal to (i) \$261.3 million *minus* (ii) the sum of (a) \$126,651,082.39 (which includes all prepetition accrued and unpaid interest at the non-default contract rate, fees and expenses under the Revolving Credit Agreement) *plus* (b) all postpetition accrued and unpaid interest (calculated at the non-default contract rate), fees and expenses under the Revolving Credit Agreement; *plus* (c) the aggregate amount of all unreimbursed obligations in respect of letters of credit under

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<sup>2</sup> The Exit Structure may include (alone or in combination), without limitation: (a) a Taxable Transaction (or Taxable Transactions), including pre-emergence dispositions by GenOn and/or its subsidiaries of certain or all of its (and/or their) assets to one or more GenOn Acquiring Entities or to third parties; (b) reallocation of assets and/or the Tax Attributes within the GenOn group (including in connection with the reorganizations of the GenOn group entities); (c) a Recapitalization Transaction; or (d) some transaction not described in clauses (a) – (c) as determined by GenOn Steering Committee and, in the case of clauses (a) – (d), which is acceptable to NRG in good faith; *provided*, that any Exit Structure that utilizes current-year losses or NOLs (including NOL carryforwards) of the NRG consolidated return group on or before December 31, 2018, shall not be unacceptable to NRG on the basis of the use of such current-year losses or NOLs; *provided, further*, that any Exit Structure that utilizes any current-year losses or NOLs (including NOL carryforwards) attributable to GenOn or GenOn’s subsidiaries shall not be unacceptable to NRG on the basis of the use of such current-year losses or NOLs.

the Revolving Credit Agreement that are drawn on or after the Petition Date and remaining outstanding as of the Agreement Effective Date; *plus* (d) any other amounts owed to NRG under the Revolving Credit Agreement as of the Agreement Effective Date (the amounts identified in clauses (a), (b), (c), and (d) hereof are, collectively, (the “Credit Agreement Claims”); *provided that* no setoff will be allowed for undrawn letters of credit issued under the Revolving Credit Agreement to the extent that GenOn has posted back-to-back or replacement letters of credit for letters of credit outstanding under the Revolving Credit Agreement;

- H. NRG shall have made a cash reimbursement payment to GenOn, if any, as required in satisfaction of the 2017 Pension Payment (as defined in the Pension Indemnity Agreement);<sup>3</sup>
- I. NRG shall have made available to GenOn, and GenOn shall be deemed to have earned, the Services Credit pursuant to Section 3 below.
- J. From and after the Petition Date through the Plan Effective Date, and subject to any modifications made pursuant to the Transition Services Agreement as and when executed and delivered, NRG shall have continued to provide the GenOn Group with the Shared Services in accordance with the Services Agreement and otherwise consistent with prior service levels and past ordinary course practices at the rate of \$7,000,000 per month, representing the pro-rated portion of the annual fee of \$84,000,000 (the “Shared Services Fee”).
- K. On the Plan Effective Date, either: (i) GenMA and REMA shall have provided releases to the NRG Parties (as defined in the Settlement Term Sheet), consistent with the Release Provisions (as defined and described in the RSA), in form and substance reasonably satisfactory to NRG; or (ii) Reorganized GenOn shall indemnify the NRG Parties for any claims or causes of action that are the subject of the Release Provisions ever asserted against any of the NRG Parties by REMA, GenMA, or any of their respective creditors, solely with respect to claims relating to (x) the Settlement Claims (as defined in the RSA), (y) the Restructuring or the Restructuring Transactions, or (z) the Chapter 11 Cases arising from the beginning of time through the Effective Date.

### 3. NRG Claims.

- A. Upon the occurrence of the Agreement Effective Date, except with respect to Claims relating to letters of credit, the Revolving Credit Agreement, and surety bonds provided or guaranteed by NRG for the benefit of GenOn—which Claim treatment is already set forth in the Plan—NRG shall

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<sup>3</sup> Such payment obligation is governed by, and, and more fully addressed, in the Pension Indemnity Agreement, which is fully incorporated herein by reference.

be entitled to an (i) Allowed General Unsecured Claim in the amount of \$21,766,260.42 on account of prepetition amounts owed under the Services Agreement (which amount shall be set off against a one-time credit equal to \$27,775,000 (the “Services Credit”)) and (ii) an Allowed General Unsecured Claim in an amount not to exceed \$2.0 million on account of cash collateralized hedging obligations (which amount can be paid in the ordinary course pursuant to the relief obtained related to the Debtors’ motions filed on the Petition Date). To the extent GenOn has paid for services under the Services Agreement (the “Shared Services”) during the Chapter 11 Cases and the Services Credit has been earned but not been exhausted or applied in full, NRG, shall, upon request by GenOn, promptly reimburse such payments in cash up to the amount of any unused Services Credit.

- B. For the avoidance of doubt, all other prepetition Claims that NRG has asserted against the Debtors shall be disallowed and expunged, without further notice to or action, order, or approval, of NRG or the Bankruptcy Court.
- C. Upon the Plan Effective Date, NRG’s Proof of Claim (Claim No. 1198) shall be deemed withdrawn and expunged from the claims register, without further notice to or action, order, or approval, of NRG or the Bankruptcy Court.
- D. In the event that GenOn terminates the End Date (as defined in the Transition Services Agreement) and the scope of services under the Transition Services Agreement is reduced in full (other than with respect to continuing IT Services and General Separation Services, each as defined in the Transition Services Agreement) prior to September 30, 2018, GenOn shall be entitled to earn from NRG a credit equal to the sum of \$1 million per month for every month (including a pro-rated credit for any partial month) terminated prior to September 30, 2018 (such credit, the “Early Transition Credit”). The Early Transition Credit shall be applied against any of NRG’s Allowed Claims under the Plan on the Plan Effective Date.
- E. NRG will offset, dollar for dollar, all cash obligations paid by GenOn on account of the 1000 Main Lease (as defined in the Transition Services Agreement) against NRG’s receivables for Shared Services for the duration of the 1000 Main Lease; provided, however, that any income attributable to space subleased under the 1000 Main Lease will reduce such offset, to the benefit of NRG; *provided further*, that, in the event that GenOn suffers any actual damages associated with the 1000 Main Lease, NRG shall indemnify GenOn for any and all such damages.

4. Releases. Upon the occurrence of the Agreement Effective Date, other than with respect to the obligations set forth in, and the consideration delivered pursuant to, this Agreement and the respective rights of the Parties set forth in the Plan.

- A. Each of the Releasing Parties (as defined in the RSA or Plan, as applicable) (which for all purposes of this Agreement includes, without limitation, the NRG Parties and all other non-debtor subsidiaries and affiliates of NRG that are not GenOn or GenOn Subsidiaries in addition to the persons and entities included in the definition of NRG Parties set forth in the Plan), hereby release the Released Parties (as defined in the RSA or Plan, as applicable) from any and all Causes of Action, arising from, in connection with, or relating in any way to (i) the Settled Claims (including without limitation against NRG, GenOn, and certain of their directors and officers), (ii) the Restructuring or the Restructuring Transactions or (iii) the Chapter 11 Cases, arising from the beginning of time through the Agreement Effective Date.
- B. Without limiting the force and effectiveness of the releases in this Agreement, the releases set forth herein shall be complementary to, and operate in conjunction with, the releases, discharge, exculpations, and injunctions set forth in Article IX of the Plan upon the occurrence of the Plan Effective Date.
- C. For the avoidance of doubt, the release of the Parties shall not include any Causes of Action (i) arising from any breach of this Agreement or any documents or agreements executed in connection herewith, including without limitation, the Cooperation Agreement, the Pension Indemnity Agreement, the amended Services Agreement from and after the Effective Date, the Transition Services Agreement, or the Tax Matters Agreement (ii) based on acts or omissions from and after the Agreement Effective Date, or (iii) except with respect to the Claims subject to paragraph 4 hereof, ordinary course intercompany claims for amounts due to GenOn or NRG, including for sales of power and generation capacity.

5. Dismissal of Noteholder Litigation. GenOn and the NRG Parties shall cause the Noteholder Litigation to be dismissed and acknowledge that section IV.F of the Plan governs dismissal of the Noteholder Litigation.

6. California Civil Code Section 1542. In reaching this Agreement, the Parties (a) represent, warrant, and acknowledge, that each of them has been fully advised by counsel of the contents of Section 1542 of the Civil Code of the State of California and (b) expressly waive the benefits thereof and any rights that the Parties may have thereunder. Section 1542 of the Civil Code of the State of California provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Parties acknowledge that each of them may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the subject matter of the releases that, if known or suspected at the time of executing the releases, may have materially

affected this settlement. Nevertheless, each of the Parties waives any right, claim or cause of action that might arise as a result of such different or additional claims or facts. Each of the Parties acknowledges that it understands the significance and consequence of the releases given and specifically waives any legal principle that limits general releases to known claims [only, such as California Civil Code Section 1542].

7. REMA/GenMA. Subject to the terms and conditions of the Restructuring Support Agreement, NRG represents that:

- A. it has not received any transfers, payments or dividends, whether directly or indirectly, from or on account of GenMA or its subsidiaries at any time from or after January 1, 2014, other than amounts paid pursuant to the Services Agreement or for other services provided by NRG or its affiliates in the ordinary course; and
- B. it (i) has complied, and has caused its direct and indirect subsidiaries to comply, in all material respects with the documents governing the GenMA leveraged lease transactions, including the Participation Agreements, Facility Lease Agreements, and Trust Indenture Agreements, each as defined in the Leveraged Lease Disputes, together with any other documents related to the Leveraged Lease Disputes, and (ii) has calculated accurately and has complied with the fixed charge coverage ratios and other financial metrics governing restricted payments under the documents referred to in (i) above, in the case of both (i) and (ii) from and after December 14, 2012; *provided, that* the foregoing representations and warranties shall not apply to the Payment Agreement Dispute.

8. Representations of NRG. NRG represents, warrants, covenants, and agrees for the benefit of the other Parties hereto that:

- A. it or its authorized representative has read and fully understands this Agreement and it has the requisite competence, power, and authority to enter into this Agreement and to perform the obligations hereunder;
- B. it has the requisite power and authority to enter into this Agreement on behalf of the NRG Parties and to bind them to their releases hereunder;
- C. the execution and delivery of this Agreement and the performance by NRG of its obligations do not and will not contravene or conflict with any provision of law;
- D. the Recitals set forth in this Agreement are true and correct in all respects;
- E. NRG shall sign and deliver all further documents, writings, or agreements, if any, reasonably requested by the other Parties necessary or appropriate to effectuate or implement this Agreement; and
- F. this Agreement constitutes the NRG Parties' legal, valid, and binding obligations and is enforceable in accordance with its terms.

9. Representations of the Debtors. Each of the Debtors represents, warrants, covenants and agrees, jointly and severally with every other Debtor for the benefit of the other Parties hereto, that:

- A. its authorized representative has read and fully understands this Agreement and it has the requisite competence, power, and authority to enter into this Agreement and to perform the obligations hereunder;
- B. the execution and delivery of this Agreement and the performance by such Debtor of its obligations do not and will not contravene or conflict with any provision of law;
- C. the Recitals set forth in this Agreement are true and correct in all respects;
- D. it shall sign and deliver all further documents, writings, or agreements, if any, reasonably requested by a Party necessary or appropriate to effectuate or implement this Agreement; and
- E. this Agreement constitutes such Debtor's legal, valid, and binding obligations and is enforceable in accordance with its terms subject only to the approval of this Agreement by the Bankruptcy Court.

10. No Admissions. This Agreement, and the negotiation thereof, shall in no way constitute, be construed as, or be evidence of an admission or concession of any violation of any statute or law; of any fault, liability, or wrongdoing; or of any infirmity in the claims or defenses of the Parties with regard to any of the complaints, claims, allegations, or defenses asserted or that could have been asserted in connection with the subject matter of this Agreement or the disputes described herein. This Agreement shall not be used, directly or indirectly, in any way, in litigation or other proceedings between the Parties, and this Agreement shall not be admissible as evidence in any legal proceeding between the Parties, other than in litigation or a proceeding to enforce the terms of this Agreement.

11. Amendments. This Agreement may not be modified, amended, or supplemented without the prior written consent of the Debtors (and, after the Effective Date, Reorganized GenOn) and NRG.

12. Notices. Unless otherwise specified, all notices required or permitted under this Agreement shall be in writing and shall be delivered by email and (1) hand or (2) prepaid delivery service with package tracking capabilities. Such notices shall be addressed to:

- A. For notices to NRG:

NRG Energy, Inc.  
804 Carnegie Center  
Princeton, New Jersey 08540  
Attention: Brian Curci, Esq., Corporate Secretary  
Email: [brian.curci@nrg.com](mailto:brian.curci@nrg.com).



with a courtesy copy to (which shall not constitute notice):

Baker Botts LLP  
2001 Ross Avenue  
Dallas, Texas 75201  
Facsimile: 214.953.6503  
Attention: C. Luckey McDowell, Esq.  
Emanuel C. Grillo, Esq.  
Ian E. Roberts, Esq.  
Email: [luckey.mcdowell@bakerbotts.com](mailto:luckey.mcdowell@bakerbotts.com);  
[emanuel.grillo@bakerbotts.com](mailto:emanuel.grillo@bakerbotts.com);  
[ian.roberts@bakerbotts.com](mailto:ian.roberts@bakerbotts.com).

B. For notices to the Debtors:

GenOn Energy, Inc.  
804 Carnegie Center  
Princeton, New Jersey 08540  
Attention: Mac McFarland, Chief Executive Officer  
Email: [mac@genon.com](mailto:mac@genon.com).

with a courtesy copy to (which shall not constitute notice):

Kirkland & Ellis LLP  
300 North LaSalle Street  
Chicago, Illinois 60654  
Facsimile: 312.862.2200  
Attention: David R. Seligman, P.C.  
Steven N. Serajeddini, Esq.  
AnnElyse Scarlett Gibbons, Esq.  
Email: [david.seligman@kirkland.com](mailto:david.seligman@kirkland.com);  
[steven.serajeddini@kirkland.com](mailto:steven.serajeddini@kirkland.com);  
[annelyse.gibbons@kirkland.com](mailto:annelyse.gibbons@kirkland.com).

13. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement (i) to the extent possible, in the Bankruptcy Court or (ii) otherwise, in state and federal courts sitting in the City, County and State of New York (collectively, the “Chosen Courts”), and solely in connection with claims arising out of or related to this Agreement: (a) irrevocably submits to the exclusive jurisdiction of the Chosen Courts and courts of appeals therefrom; (b) waives any objection to laying venue in any such action or proceeding in the Chosen Courts; (c) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any Party hereto; and (d) consents to entry of final judgment by the Chosen Courts.

14. Specific Performance/Remedies. It is understood and agreed by the Parties that money damages would not be a sufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to seek specific performance and injunctive or other equitable relief (including attorneys' fees and costs) as a remedy for any such breach, in addition to any other remedy to which such non-breaching Party may be entitled, at law or equity, without the necessity of proving the inadequacy of money damages as a remedy, including an order of the Bankruptcy Court or the Chosen Courts requiring any Party to comply promptly with any of its obligations hereunder. Each Party agrees to waive any requirement for the securing or posting of a bond in connection with such remedy.

15. No Discharge. The Debtors acknowledge and agree, and shall not dispute, that the giving of any notice in accordance with this Agreement by any of the other Parties shall not be a violation of any discharge granted pursuant to section 1141 of the Bankruptcy Code or the terms of the Plan (and the Debtors hereby waive, to the greatest extent possible, the applicability of such discharge to the giving of such notice), and the other Parties are hereby authorized to take any steps necessary to enforce this Agreement notwithstanding section 1141 of the Bankruptcy Code or any other applicable law, and no cure period contained in this Agreement shall be extended without the prior written consent of the other Parties.

16. Negotiation and Drafting; Voluntary Execution; Disclaimer of Reliance. Each Party to this Agreement represents, warrants, and acknowledges to the other Parties hereto that:

- A. this Agreement was drafted jointly by the Parties;
- B. this Agreement is the result of arm's length negotiations between the Parties;
- C. such Party is entering into this Agreement with full knowledge of any and all rights that the Parties may have;
- D. such Party has consulted with such Party's own attorneys and fully understands the terms hereof;
- E. such Party has received, or has had made available to it, all information necessary to make an informed judgment concerning the Agreement;
- F. such Party has received legal advice from such Party's own attorneys regarding the advisability of entering into the settlement provided for herein and is voluntarily executing this Agreement;
- G. in negotiating and entering into this Agreement, such Party has not relied on, and has not been induced by, any representation, warranty, statement, estimate, communication, or information, of any nature whatsoever, whether written or oral, by, on behalf of, or concerning the other Party or any agent of the other Party, or otherwise, except as expressly set forth in this Agreement, and no such representations have been made;



- H. such Party expressly disclaims reliance upon any communication or information, whether written or oral, between or among the Parties at any time prior to and during the negotiation and execution of this Agreement; and
- I. such Party affirmatively represents and acknowledges that it is relying solely on the express terms contained within this Agreement.

17. Successors and Assigns. The obligations and duties in this Agreement may not be assigned or transferred absent written consent of NRG and GenOn, unless specifically stated otherwise. This Agreement shall be binding upon the Parties hereto and their respective affiliates, successors and assigns.

18. Severability. If any provision of this Agreement is found or held to be invalid or unenforceable by a court, arbitrator, or other decision-making body of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable to the greatest extent allowed by such court, arbitrator, or body under law.

19. No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto, and no provision of this Agreement shall be deemed to confer upon any third parties any claim, remedy, liability, reimbursement, cause of action, or other right. For clarity, nothing in this Agreement shall be read to impair the ability of any Party to seek to recover from any third party person or entity for amounts due to any Party, except to the extent such claims are expressly addressed in this Agreement.

20. Remedies Cumulative. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

21. Further Assurances. Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, or as may be required by order of the Bankruptcy Court, from time to time, to effectuate and implement the terms of this Agreement and the Restructuring, as applicable.

22. Complete Agreement. This Agreement, together with the agreements identified in Section 4.C above constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral, or written, among the Parties with respect thereto, except as may be provided or complemented in the Plan. In the event of any inconsistency between this Agreement and the Cooperation Agreement, Pension Indemnity Agreement, Tax Matters Agreement, or Transition Services Agreement (collectively, the "Separation Agreements"), as applicable, with respect to the subject matter or terms of each of the foregoing, the applicable Separation Agreement shall govern.

23. Headings. The headings of all sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

24. Interpretation and Rules of Construction. This Agreement is the product of negotiations among the Parties, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof. The Parties were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel. In addition, this Agreement shall be interpreted in accordance with section 102 of the Bankruptcy Code.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

*[Signature Pages to Follow]*

## **EXHIBIT J**

### **Schedule of Assumed Executory Contracts and Unexpired Leases**

The following table sets forth a schedule of prepetition contracts, agreements or leases between one or more of the Debtors in these chapter 11 cases and the third parties listed in the chart below. Each of the contracts listed on this schedule will be assumed and assigned to the Debtors pursuant to section 365 of the Bankruptcy Code and pursuant to the Plan. Nothing herein shall be construed as a concession or evidence that any of the contracts identified herein: (i) constitutes an “executory contract” within the meaning of 11 U.S.C. § 365 and other applicable law; or (ii) is currently in full force and effect. The Debtors expressly reserve all of their rights with respect to each of the listed contracts, including the right to seek a later determination regarding the validity, status, characterization or enforceability of any of the contracts, agreements or leases set forth herein. Certain of these contracts, agreements and leases may have been modified, amended or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters and other documents, instruments and agreements that may not be listed herein, but are nonetheless incorporated herein by this reference. The Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time through and including 45 days after the Effective Date of the Plan.

Each Assumed Contract identified on this Exhibit J includes any modifications, amendments, addenda or supplements thereto or restatements thereof. Without limiting the generality of the foregoing, certain amendments that have been executed or agreed upon in connection with the assumption of the relevant Assumed Contract, or that otherwise are pertinent to the assumption of such agreements, are described on this Exhibit J.

**This Exhibit J is subject to ongoing review, revision, and further negotiation by the parties to the Restructuring Support Agreement including the Debtors, Consenting Noteholders and NRG, who have various consent rights over the final form of this Exhibit J and this Exhibit J may be amended, modified, supplemented, and revised in accordance with those ongoing negotiations.**

## GenOn Energy, Inc.

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
1	NRG Wholesale Generation LP	GENERAL ELECTRIC INTERNATIONAL, INC.	LONG TERM SERVICE AGREEMENT DTD 8/9/2001 - LTSA REV 24 08-17-01	8/6/2001	\$ 1,001,307.65
2	NRG Wholesale Generation LP	GENERAL ELECTRIC INTERNATIONAL, INC.	FIRST AMENDMENT TO LTSA DTD 3/25/2004 - LTSA DATED AUGUST, 9 2001	3/25/2004	
3	NRG Wholesale Generation LP	GENERAL ELECTRIC INTERNATIONAL, INC.	FIRST AMENDMENT TO THE LTSA DTD 6/1/2004 - AMENDS LONG TERM SERVICE AGREEMENT DTD 8/9/2001	6/1/2004	
4	NRG Wholesale Generation LP	GENERAL ELECTRIC INTERNATIONAL, INC.	SECOND AMENDMENT TO THE LTSA DTD 6/1/2004 - LTSA DATED AUGUST, 9 2001	6/1/2004	
5	NRG Wholesale Generation LP	GENERAL ELECTRIC INTERNATIONAL, INC.	THIRD AMENDMENT TO THE LONG TERM SERVICE AGREEMENT DTD 6/22/2010 - LTSA DATED AUGUST, 9 2001	6/22/2010	
6	NRG Wholesale Generation LP	GENERAL ELECTRIC INTERNATIONAL, INC.	FOURTH AMENDMENT TO LONG TERM SERVICE AGREEMENT DTD 8/23/2013 - LTSA DATED AUGUST, 9 2001	8/23/2013	
7	NRG Wholesale Generation LP	GENERAL ELECTRIC INTERNATIONAL, INC.	GUARANTY AGREEMENT DTD 8/23/2013	8/23/2013	
8	NRG Wholesale Generation LP	GENERAL ELECTRIC INTERNATIONAL, INC.	GUARANTY AGREEMENT	12/22/2015	
9	NRG Wholesale Generation LP	GENERAL ELECTRIC INTERNATIONAL, INC.	LONG TERM SERVICE AGREEMENT DTD 8/9/2001 - LTSA CHOCTAW R 2 FINAL	8/9/2001	\$ 0.00
10	NRG Wholesale Generation LP	GENERAL ELECTRIC INTERNATIONAL, INC.	LETTER AGREEMENT, CHOCTAW CONCESSION - 7FB.01 FORCED OUTAGE WORK ON CT2 & CT3	8/23/2013	
11	NRG Wholesale Generation LP	GENERAL ELECTRIC INTERNATIONAL, INC.	LETTER AGREEMENT, CHOCTAW CT1 PACKAGE FIVE (5) COMPRESSOR ENHANCEMENTS - PO 4501435445 AMENDMENT	8/23/2013	
12	NRG Wholesale Generation LP	GENERAL ELECTRIC INTERNATIONAL, INC.	LETTER AGREEMENT - CHOCTAW GT1 7FB.04 CONVERSION	12/11/2015	
13	NRG Wholesale Generation LP	GENERAL ELECTRIC INTERNATIONAL, INC.	SIDE LETTER - HUNTERSTOWN 7FB.04 CONVERSION	8/23/2013	\$ 0.00
14	NRG Wholesale Generation LP	GENERAL ELECTRIC INTERNATIONAL, INC.	CHOCTAW CT1 PACKAGE FIVE (5) COMPRESSOR ENHANCEMENTS - PURCHASE ORDER 4501435445 AMENDMENT	8/23/2013	\$ 0.00
15	NRG Wholesale Generation LP	GENERAL ELECTRIC INTERNATIONAL, INC.	CHOCTAW CONCESSION	8/23/2013	
16	NRG Wholesale Generation LP	GENERAL ELECTRIC INTERNATIONAL, INC.	SERVICES CONTRACT DTD 11/4/2002 - CONTRACT NO. 4600016899	11/4/2002	\$ 0.00
17	NRG Wholesale Generation LP	GENERAL ELECTRIC INTERNATIONAL, INC.	APPENDIX A - CONFORMED TECHNICAL SPECIFICATION		
18	NRG Wholesale Generation LP	GENERAL ELECTRIC INTERNATIONAL, INC.	FIRST AMENDMENT TO CONTRACT FOR COMBUSTION TURBINE GENERATORS AND STEAM TURBINE GENERATOR DTD 7/3/2013 - AMENDS CONTRACT FOR COMBUSTION TURBINE GENERATORS AND STEAM TURBINE GENERATOR DTD 12/3/2001	7/3/2003	\$ 0.00

## GenOn Energy, Inc.

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
19	NRG Wholesale Generation LP	GENERAL ELECTRIC INTERNATIONAL, INC.	LETTER AGREEMENT - HUNTERSTOWN CONCESSION	8/23/2013	\$ 0.00
20	NRG Wholesale Generation LP	GENERAL ELECTRIC INTERNATIONAL, INC.	SIDE LETTER - HUNTERSTOWN 7FB.04 CONVERSION	8/23/2013	
21	NRG Power Midwest LP	DUQUESNE LIGHT COMPANY	LEASE AGREEMENT DTD 4/28/2000 - BRUNOT ISLAND NORTH SIDE PARKING LOT (NEW BEAVER AVENUE)	4/28/2000	\$ 169,358.45
22	NRG Power Midwest LP	DUQUESNE LIGHT COMPANY	SUB-LICENSE AND PARTIAL ASSIGNMENT AGREEMENT DTD 4/28/2000 - BRUNOT ISLAND RAILROAD BRIDGE	4/28/2000	
23	NRG Power Midwest LP	DUQUESNE LIGHT COMPANY	LEASE AGREEMENT DTD 4/28/2000 - BRUNOT ISLAND SOUTH SIDE PARKING LOT (CARSON ST.)	4/28/2000	
24	NRG Power Midwest LP	DUQUESNE LIGHT COMPANY	EASEMENT AGREEMENT	4/27/2000	\$ 0.00
25	NRG Power Midwest LP	DUQUESNE LIGHT COMPANY	EASEMENT, LICENSE AND ATTACHMENT AGREEMENT DTD 4/28/2000	4/28/2000	
26	NRG Power Midwest LP	DUQUESNE LIGHT COMPANY	FIRST AMENDMENT TO EASEMENT, LICENSE AND ATTACHMENT AGREEMENT - RE AGREEMENT DTD 4/28/2000	9/25/2007	
27	NRG Power Midwest LP	DUQUESNE LIGHT COMPANY	FIRST AMENDMENT TO CONNECTION AND SITE AGREEMENT DTD 5/25/2004 - AMENDS CONNECTION AND SITE AGREEMENT DTD 9/24/1999	5/25/2004	\$ 0.00
28	NRG Power Midwest LP	DUQUESNE LIGHT COMPANY	SECOND AMENDMENT TO CONNECTION AND SITE AGREEMENT - AMENDS CONNECTION AND SITE AGREEMENT DTD 9/24/1999	7/30/2007	
29	NRG Power Midwest LP	DUQUESNE LIGHT COMPANY	REAL ESTATE SALES AGREEMENT DTD 1/29/2008	1/29/2008	\$ 0.00
30	NRG Power Midwest LP	DUQUESNE LIGHT COMPANY	WASTEWATER MANAGEMENT AGREEMENT DTD 4/28/2000	4/28/2000	\$ 0.00
31	NRG Power Midwest LP	DUQUESNE LIGHT COMPANY	WASTEWATER MANAGEMENT AGREEMENT DTD 4/28/2000	4/28/2000	
32	NRG Power Midwest LP	DUQUESNE LIGHT COMPANY	STATE OF OHIO LAKE ERIE SUBMERGED LAND LEASE - FILE NO. SUB-0556-LO	1/2/2000	\$ 0.00
33	NRG Power Midwest LP	DUQUESNE LIGHT COMPANY	EASEMENT, LICENSE AND ATTACHMENT AGREEMENT DTD 12/2/1999	12/2/1999	\$ 0.00
34	NRG Power Midwest LP	DUQUESNE LIGHT COMPANY	NEW CASTLE MUST RUN AGREEMENT DTD 11/4/1999	11/4/1999	\$ 0.00
35	NRG Power Midwest LP	DUQUESNE LIGHT COMPANY	PC SITE AGREEMENT - CASCADE NO. PT03XC268	3/3/2016	\$ 0.00
36	NRG Power Midwest LP	DUQUESNE LIGHT COMPANY	LICENSE AGREEMENT DTD 4/27/2000 - WOODS RUN FERRY LANDING	4/27/2000	\$ 0.00
37	NRG Power Midwest LP	DUQUESNE LIGHT COMPANY	BRUNOT ISLAND FERRY SERVICE SHARING AGREEMENT	4/28/2000	\$ 0.00
38	NRG Power Midwest LP	DUQUESNE LIGHT COMPANY	AVON LAKE POWER STATION LIMITED WARRANTY DEAD	4/27/2000	\$ 0.00
39	NRG Power Midwest LP	DUQUESNE LIGHT COMPANY	CONSENT TO ASSIGNMENT OF AGREEMENT DTD 4/1/2000 - REF NO. A-1293	4/1/2000	\$ 0.00
40	NRG Power Midwest LP	DUQUESNE LIGHT COMPANY	LICENSE AGREEMENT DTD 4/30/2015	4/30/2015	\$ 0.00
41	NRG Wholesale Generation LP	PIC GROUP INC	STAFFING SERVICES CONTRACT DTD 2/14/2007 - CONTRACT NO. 4600020491	2/14/2007	\$ 116,915.89
42	NRG Wholesale Generation LP	FUCICH LLC	SERVICES CONTRACT DTD 10/19/2010 - CONTRACT NO. 4600021661	10/19/2010	\$ 91,496.05
43	NRG Wholesale Generation LP	4 COUNTY ELECTRIC POWER ASSOCIATION	AMENDED AGREEMENT DTD 12/25/2007 - AMENDS INDUSTRIAL POWER CONTRACT DTD 12/25/2002	12/25/2007	\$ 84,469.87
44	NRG Wholesale Generation LP	4 COUNTY ELECTRIC POWER ASSOCIATION	RIGHT-OF-WAY EASEMENT AGREEMENT - W.O.NO.01-10100, MAP NO. FROM 515-18-6000 TO 515-17-5900	9/11/2001	\$ 0.00
45	NRG Canal LLC	ABB AUTOMATION INC	ABB SERVICEGRID PROPOSAL DTD 12/2/2015 - PROPOSAL NO. OVA-151006-1	12/2/2015	\$ 68,821.99
46	NRG Bowline LLC	GENERAL ELECTRIC INTERNATIONAL, INC.	BOWLINE ROTORS & MMP LETTER - GE MULTI YEAR AGREEMENT FOR PURCHASE OF LP ROTORS AND SERVICES	4/24/2017	\$ 41,987.12

## GenOn Energy, Inc.

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
47	NRG Bowline LLC	OCS INDUSTRIES INC	ACCESS AGREEMENT FOR REPAIRS	3/1/2017	\$ 36,866.49
48	NRG Canal LLC	US SECURITY ASSOCAITES INC	SECURITY GUARD SERVICES CONTRACT - JOB NO. 20593	3/21/2016	\$ 30,552.27
49	NRG California South LP	PILOT POWER GROUP INC	ELECTRIC SERVICE PROVIDER CONTRACT DTD 10/11/2010	10/11/2010	\$ 29,222.01
50	NRG Wholesale Generation LP	NEXAIR LLC	SCAFFOLDING SERVICES CONTRACT DTD 12/15/2014 - CONTRACT NO. 4600023952	12/15/2014	\$ 23,602.25
51	NRG Power Midwest LP	WESTERN RESERVE WATER SYSTEMS INC	TEMPORARY WATER TREATMENT EQUIPMENT SERVICE AGREEMENT - REF NO: 4600018340	1/16/2004	\$ 22,690.90
52	NRG Power Midwest LP	WESTERN RESERVE WATER SYSTEMS INC	TEMPORARY WATER TREATMENT EQUIPMENT SERVICE AGREEMENT DTD 12/29/2001 - CONTRACT NO. 4600018072	12/29/2003	
53	NRG Delta LLC	AMERICAN INTEGRATED SERVICES INC	PITTSBURG STATION FO TANK 16 CLEANING AGREEMENT - AIS PROPOSAL # 3702033		\$ 19,279.49
54	NRG California South LP	SOUTHERN CALIFORNIA EDISON	AMENDED AND RESTATED COOLWATER GENERATING STATION RADIAL LINES AGREEMENT		\$ 15,609.00
55	NRG California South LP	SOUTHERN CALIFORNIA EDISON	ORMOND BEACH GENERATING STATION RADIAL LINES AGREEMENT		
56	NRG California South LP	SOUTHERN CALIFORNIA EDISON	MANDALAY GENERATING STATION RADIAL LINES AGREEMENT		
57	NRG Power Midwest LP	EMS USA INC	AMENDMENT TO OPERATION AND MAINTENANCE AGREEMENT - AMENDS OPERATION AND MAINTENANCE AGREEMENT DTD 3/16/2016	3/2/2016	\$ 12,500.00
58	NRG Power Midwest LP	EMS USA INC	OPERATION AND MAINTENANCE AGREEMENT DTD 3/16/16	3/16/2016	
59	NRG Wholesale Generation LP	GETTYSBURG MUNICIPAL AUTHORITY	WWTP DEVELOPMENT AND OPERATING AGREEMENT DTD 3/19/2001 - FILE NO. 006408	3/19/2001	\$ 5,441.03
60	NRG Wholesale Generation LP	GETTYSBURG MUNICIPAL AUTHORITY	FIRST AMENDMENT TO WWTP DEVELOPMENT AND OPERATING AGREEMENT DTD 4/5/2007	4/5/2007	
61	NRG Wholesale Generation LP	GETTYSBURG MUNICIPAL AUTHORITY	SANITARY SEWER EASEMENT AGREEMENT	4/5/2007	\$ 0.00
62	NRG California South LP	MOJAVE PIPELINE COMPANY LLC	OPERATIONAL BALANCING AGREEMENT - CONTRACT NO. 42KD	1/9/2014	\$ 4,500.00
63	GenOn Energy, Inc.	KELLEY DRYE & WARREN LLP	LETTER AGREEMENT DTD 8/16/2017	8/16/2017	\$ 4,288.57
64	NRG Wholesale Generation LP	TENNESSEE VALLEY AUTHORITY	INTERCONNECTION AGREEMENT DTD 7/7/2003	7/7/2003	\$ 3,900.00
65	NRG Wholesale Generation LP	TENNESSEE VALLEY AUTHORITY	CONSTRUCTION AND PAYMENT AGREEMENT		
66	NRG Power Midwest LP	ALLEGHENY VALLEY JOINT SEWAGE AUTHO	SANITARY SEWER EASEMENT AGREEMENT	9/24/2008	\$ 3,426.06
67	NRG Power Midwest LP	ALLEGHENY VALLEY JOINT SEWAGE AUTHO	SANITARY SEWER EASEMENT AGREEMENT	9/24/2008	
68	NRG Canal LLC	AMERICAN TOWER CORPORATION	LICENSE AGREEMENT DTD 3/31/2010 - ATC SITE NAME / NO.: SANDWICH, MA/273378	3/31/2010	\$ 2,254.23
69	NRG Canal LLC	AMERICAN TOWER CORPORATION	MEMORANDUM TO LICENSE AGREEMENT - AMENDS LICENSE AGREEMENT DTD 12/29/2008	8/13/2014	
70	NRG Canal LLC	AMERICAN TOWER CORPORATION	MEMORANDUM TO LICENSE AGREEMENT - AMENDS LICENSE AGREEMENT DTD 12/29/2008	9/11/2014	
71	NRG Canal LLC	AMERICAN TOWER CORPORATION	MEMORANDUM TO LICENSE AGREEMENT - AMENDS LICENSE AGREEMENT DTD 12/29/2008	8/13/2014	
72	NRG Canal LLC	AMERICAN TOWER CORPORATION	MEMORANDUM TO LICENSE AGREEMENT - AMENDS LICENSE AGREEMENT DTD 12/29/2008	8/13/2014	
73	NRG Wholesale Generation LP	HYDROVAC INDUSTRIAL SERVICES INC	WATER DISPOSAL CONTRACT DTD 8/2/2012 - CONTRACT NO. 4600021920	8/2/2012	\$ 1,231.25

## GenOn Energy, Inc.

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
74	NRG Power Midwest LP	SIEMENS ENERGY INC	SETTLEMENT AGREEMENT AND MUTUAL RELEASES	6/10/2013	\$ 900.00
75	NRG Wholesale Generation LP	WAYPOINT ANALYTICAL MISSISSIPPI INC	ANALYSIS & TESTING SERVICES CONTRACT DTD 2/31/2003 - CONTRACT NO. 4600017200	2/31/2003	\$ 693.60
76	NRG Delta LLC	PACIFIC GAS & ELECTRIC COMPANY	NATURAL GAS SERVICE AGREEMENT - SERVICE AGREEMENT NO. 1636679669	6/1/2008	\$ 177.88
77	NRG Delta LLC	PACIFIC GAS & ELECTRIC COMPANY	AUTHORIZATION TO REVISE NOMINATING MARKETER ON EXHIBITS C AND D OF FORM 79-756--NATURAL GAS SERVICE AGREEMENT - TRANSPORTATION ID NO. 7010087	10/1/2015	\$ 0.00
78	NRG Delta LLC	PACIFIC GAS & ELECTRIC COMPANY	NONCORE BALANCING AGGREGATION AGREEMENT, EXHIBITS A & B, CUSTOMER BALANCING AGENT SERVICE AUTHORIZATION - TRANSPORTATION ID NO. 7010087	10/1/2015	\$ 0.00
79	NRG Delta LLC	PACIFIC GAS & ELECTRIC COMPANY	NONCORE BALANCING AGGREGATION AGREEMENT EXHIBIT A CUSTOMER BALANCING AGENT SERVICE AUTHORIZATION	10/1/2015	
80	NRG Delta LLC	PACIFIC GAS & ELECTRIC COMPANY	NONCORE BALANCING AGGREGATION AGREEMENT EXHIBIT B TERMINATION OF BALANCING AGENT SERVICE AUTHORIZATION	9/1/2015	
81	NRG Delta LLC	PACIFIC GAS & ELECTRIC COMPANY	CONTRA COSTA LAND LEASE AGREEMENT		\$ 0.00
82	NRG Delta LLC	PACIFIC GAS & ELECTRIC COMPANY	SWITCHYARD AND RETAINED PROPERTIES AGREEMENT		\$ 0.00
83	NRG Delta LLC	PACIFIC GAS & ELECTRIC COMPANY	PITTSBURG SWITCHYARD AND RETAINED PROPERTIES AGREEMENT		\$ 0.00
84	GenOn Asset Management, LLC	ETC MARKETING LTD	PIPELINE EASEMENT AGREEMENT DTD 1/24/2017 - TRACT: AE1-RV-0005.000	1/24/2017	\$ 0.00
85	GenOn Asset Management, LLC	JESSE ANTHONY	GRAZING LEASE AGREEMENT	5/1/2002	\$ 0.00
86	GenOn Asset Management, LLC	LINDA FORBUSH	GRAZING LEASE AGREEMENT	5/1/2002	\$ 0.00
87	GenOn Asset Management, LLC	LONESTAR NGL PIPELINE	PIPELINE EASEMENT AGREEMENT DTD 1/24/2017 - TRACT: APWP-RV-0005.000	1/24/2017	\$ 0.00
88	GenOn Asset Management, LLC	COMANCHE TRAIL PILELINE LLC	PIPELINE EASEMENT AGREEMENT DTD 3/30/2016	3/30/2016	\$ 0.00
89	GenOn Asset Management, LLC	DUKE ENERGY	GAS PIPELINE EASEMENT	1/20/2004	\$ 0.00
90	GenOn Energy Holdings, Inc.	KIEWIT ENGINEERING GROUP INC	AGREEMENT FOR GUARANTEE OF PAYMENT DATED 10/8/2010	10/8/2010	\$ 0.00
91	GenOn Energy Holdings, Inc.	KIEWIT ENGINEERING GROUP INC	OWNER'S PARENT GUARANTEE	10/8/2010	
92	GenOn Energy, Inc.	LOUIS DREYFUS ENERGY SERVICES LP	GUARANTY AGREEMENT	2/24/2011	\$ 0.00
93	GenOn Energy, Inc.	MACQUARIE ENERGY LLC	GUARANTY AGREEMENT DTD 1/1/2014	1/1/2014	\$ 0.00
94	GenOn Energy, Inc.	MERCURIA ENERGY GROUP LIMITED	GUARANTY AGREEMENT	1/1/2013	\$ 0.00
95	GenOn Energy, Inc.	MIECO INC	GUARANTY AGREEMENT DTD 2/1/2014	2/1/2014	\$ 0.00
96	GenOn Energy, Inc.	MINTZ LEVIN COHN FERRIS GLOVSKY & POPEO	LETTER AGREEMENT DTD 4/25/2017	4/25/2017	\$ 0.00
97	GenOn Energy, Inc.	MURRAY ENERGY CORPORATION	GUARANTY AGREEMENT	1/2/2017	\$ 0.00
98	GenOn Energy, Inc.	NEW JERSEY RESOURCES CORPORATION, A NEW JERSEY CORPORATION	GUARANTY AGREEMENT	2/27/2017	\$ 0.00
99	GenOn Energy, Inc.	NEXTERA ENERGY CAPITAL HOLDINGS, INC	GUARANTY AGREEMENT	2/19/2014	\$ 0.00
100	GenOn Energy, Inc.	NIXON PEABODY LLP	LETTER AGREEMENT DTD 4/27/2017	4/27/2017	\$ 0.00
101	GenOn Energy, Inc.	NOBLE AMERICAS ENERGY SOLUTION LLC	GUARANTY AGREEMENT DTD 2/18/2014	2/18/2014	\$ 0.00
102	GenOn Energy, Inc.	NOBLE GROUP LIMITED	GUARANTY AGREEMENT	5/4/2011	\$ 0.00

## GenOn Energy, Inc.

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
103	GenOn Energy, Inc.	NRG REMA LLC	LATERAL LINE CAPACITY SUBLEASE AGREEMENT	7/2/2017	\$ 0.00
104	GenOn Energy, Inc.	ORANGE AND ROCKLAND	GUARANTY AGREEMENT DTD 10/5/2015	10/5/2015	\$ 0.00
105	GenOn Energy, Inc.	PATRIOT COAL SALES LLC	GUARANTY AGREEMENT DTD 3/14/2014	3/14/2014	\$ 0.00
106	GenOn Energy, Inc.	ARCH COAL SALES COMPANY INC	GUARANTY AGREEMENT DTD 9/21/2015	9/21/2015	\$ 0.00
107	GenOn Energy, Inc.	PEABODY COAL SALES LLC	GUARANTY AGREEMENT DTD 2/5/2016	2/5/2016	\$ 0.00
108	GenOn Energy Management, LLC	PEABODY COAL SALES LLC	GUARANTY AGREEMENT	2/4/2016	
109	GenOn Energy, Inc.	PILOT POWER GROUP INC	NOVATION AGREEMENT DTD 2/1/2011	2/1/2011	\$ 0.00
110	GenOn Energy, Inc.	PJM INTERCONNECTION LLC	FORM OF GENERATION INTERCONNECTION FEASIBILITY STUDY AGREEMENT FROM ATTACHMENT N OF THE PJM TARIFF RECITALS	5/30/2013	\$ 0.00
111	GenOn Energy, Inc.	R & L DEVELOPMENT COMPANY	SERVICES AGREEMENT - CONTRACT NO. 4600017657	8/5/2003	\$ 0.00
112	GenOn Energy, Inc.	RA GENERATION LLC	GUARANTY DTD 7/12/2016	7/12/2016	\$ 0.00
113	GenOn Energy, Inc.	REED SMITH LLP	LETTER AGREEMENT DTD 4/20/2017	4/20/2017	\$ 0.00
114	GenOn Energy, Inc.	RHINO ENERGY LLC	GUARANTY AGREEMENT	2/1/2015	\$ 0.00
115	GenOn Energy Management, LLC	RHINO ENERGY LLC	GUARANTY AGREEMENT	2/1/2015	
116	GenOn Energy, Inc.	ROCKLAND ELECTRIC COMPANY	GUARANTY AGREEMENT DTD 5/14/2015	5/14/2015	\$ 0.00
117	GenOn Energy, Inc.	RWE SUPPLY & TRADING GMBH	GUARANTY AGREEMENT DTD 6/25/2013	6/25/2013	\$ 0.00
118	GenOn Energy, Inc.	SCOPE SERVICES INC	LABOR/JANITORIAL SERVICES CONTRACT DTD 1/4/2017 - CONTRACT NUMBER: 4600021896	1/4/2017	\$ 0.00
119	GenOn Energy, Inc.	ATMOS ENERGY HOLDINGS, INC	GUARANTY AGREEMENT	2/27/2012	\$ 0.00
120	GenOn Energy, Inc.	SOMERSET STEEL ERECTION COMPANY INC	SERVICES AGREEMENT - CONTRACT NO. 4600018751	8/24/2004	\$ 0.00
121	GenOn Energy, Inc.	SOUTHERN CALIFORNIA EDISON	AMENDMENT TO GUARANTY DTD 7/18/2011	7/18/2011	\$ 0.00
122	GenOn Energy, Inc.	SOUTHWESTERN ENERGY COMPANY	GUARANTY AGREEMENT	11/1/2011	\$ 0.00
123	GenOn Energy, Inc.	SOUTHWESTERN ENERGY COMPANY	GUARANTY AGREEMENT DTD 1/1/2014	1/1/2014	
124	GenOn Energy, Inc.	SPRAGUE ENERGY CORP	GUARANTY AGREEMENT DTD 12/17/2013	12/17/2013	\$ 0.00
125	GenOn Energy, Inc.	STATOIL NATURAL GAS LLC	GUARANTY AGREEMENT DTD 1/1/2014	1/1/2014	\$ 0.00
126	GenOn Energy, Inc.	SUMITOMO CORPORATION OF AMERICA	GUARANTY AGREEMENT	11/1/2011	\$ 0.00
127	GenOn Energy, Inc.	SWN ENERGY SERVICES COMPANY, LLC	GUARANTY AGREEMENT	1/1/2014	\$ 0.00
128	GenOn Energy, Inc.	TCW DISTRESSED MASTER FUND LP	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
129	GenOn Energy, Inc.	BANC OF AMERICA SECURITIES LLC	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
130	GenOn Energy, Inc.	EMPYREAN GROUP LLC, THE	SERVICES AGREEMENT - CONTRACT NO. 4600019899	12/15/2000	\$ 0.00
131	GenOn Energy, Inc.	THERMO ENVIORNMENTAL INSTRUMENTS, INC	SERVICES AGREEMENT - ATTACHMENT 1 & 2 TO CONTRACT NO. 4600021914	10/15/2012	\$ 0.00
132	GenOn Energy, Inc.	TWIN EAGLE RESOURCE MANAGEMENT LLC	GUARANTY AGREEMENT DTD 1/1/2014	1/1/2014	\$ 0.00
133	GenOn Energy, Inc.	URS CORPORATION	SAYREVILLE GENERATING STATION BID TO INSTALL PILES - PROJECT NO.: 27709-372		\$ 0.00
134	GenOn Energy, Inc.	VIRGINIA POWER ENERGY MARKETING INC	GUARANTY AGREEMENT DTD 2/1/2014	2/1/2014	\$ 0.00
135	GenOn Energy, Inc.	VITOL HOLDING B.V.	GUARANTY AGREEMENT	12/22/2011	\$ 0.00
136	GenOn Energy, Inc.	VORUS, SATER, SEYMOUR AND LEASE LLP	LETTER AGREEMENT DTD 4/19/2017	4/19/2017	\$ 0.00
137	GenOn Energy, Inc.	WASHINGTON GAS ENERGY SERVICES INC	GUARANTY AGREEMENT DTD 12/1/2013	12/1/2013	\$ 0.00
138	GenOn Energy Management, LLC	WASHINGTON GAS ENERGY SERVICES INC	GUARANTY AGREEMENT	12/9/2013	
139	GenOn Energy, Inc.	WGL ENERGY SERVICES, INC.	GUARANTY AGREEMENT	12/1/2013	\$ 0.00
140	GenOn Energy, Inc.	WGL HOLDINGS, INC	GUARANTY AGREEMENT	5/3/2013	\$ 0.00
141	GenOn Energy, Inc.	ZACK A CLEMENT	LETTER AGREEMENT DTD 6/3/2017	6/3/2017	\$ 0.00



## GenOn Energy, Inc.

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
142	GenOn Energy, Inc.	CREDIT SUISSE ENERGY LLC	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
143	GenOn Energy, Inc.	MORGAN STANLEY & CO LLC	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
144	GenOn Energy, Inc.	PRINCIPAL FINANCIAL GROUP LLC	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
145	GenOn Energy, Inc.	PRINCIPAL FINANCIAL GROUP LLC	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
146	GenOn Energy, Inc.	STRATEGIC VALUE MASTER FUND LTD	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
147	GenOn Energy, Inc.	COUNTY OF ROCKLAND INDUSTRIAL	GUARANTY AGREEMENT DTD 3/1/2014	3/1/2014	\$ 0.00
148	GenOn Energy, Inc.	KIRBY ELECTRIC SERVICE INC	SERVICES AGREEMENT - CONTRACT NO. 4600018864	12/1/2004	\$ 0.00
149	GenOn Energy, Inc.	STRUCTURAL INTEGRITY ASSOCIATES	CONTRACT DTD 5/14/2012	5/14/2012	\$ 0.00
150	GenOn Energy, Inc.	STRUCTURAL INTEGRITY ASSOCIATES	ATTACHMENT 1 TO CONTRACT NO. 4600021877		
151	GenOn Energy, Inc.	ALTA FUNDAMENTAL ADVISERS LLC	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
152	GenOn Energy, Inc.	ARROWGRASS CAPITAL PARTNER (US) LP	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
153	GenOn Energy, Inc.	BARCLAY BANK PLC	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
154	GenOn Energy, Inc.	BLACKROCK FUND ADVISORS	CONFIDENTIALITY AGREEMENT DTD 5/22/2017	5/22/2017	\$ 0.00
155	GenOn Energy, Inc.	BG ENERGY HOLDINGS LIMITED	GUARANTY AGREEMENT	10/31/2011	\$ 0.00
156	GenOn Energy, Inc.	BG GROUP PLACE	GUARANTY AGREEMENT	10/31/2011	\$ 0.00
157	GenOn Energy, Inc.	CCP CREDIT ACQUISITION HOLDINGS LLC	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
158	GenOn Energy, Inc.	CEDAR RIDGE PARTNERS LLC	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
159	GenOn Energy, Inc.	CEDARVIEW OPPORTUNITIES MASTER FUND LP	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
160	GenOn Energy, Inc.	DAVIDSON KEMPNER CAPITAL MANAGEMENT LP	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
161	GenOn Energy, Inc.	ENERGY CORPORATION OF AMERICA	AMENDMENT TO PRECEDENT AGREEMENT	3/30/2016	\$ 0.00
162	GenOn Energy, Inc.	ENERGY CORPORATION OF AMERICA	PRECEDENT AGREEMENT FOR NATURAL GAS CAPACITY LEASE AND FIRM TRANSPORTATION	12/17/2015	
163	GenOn Energy, Inc.	ENERGY CORPORATION OF AMERICA	AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF NRG ECA PIPELINE LLC - OPERATING AGREEMENT FOR NRG ECA PIPELINE LLC	10/1/2016	
164	GenOn Energy, Inc.	BNP PARIBAS	GUARANTY AGREEMENT DTD 12/15/2013	12/15/2013	\$ 0.00
165	GenOn Energy, Inc.	FIRST ECA MIDSTREAM LLC	AMENDMENT TO PRECEDENT AGREEMENT	3/30/2016	\$ 0.00
166	GenOn Energy, Inc.	FIRST ECA MIDSTREAM LLC	PRECEDENT AGREEMENT FOR NATURAL GAS CAPACITY LEASE AND FIRM TRANSPORTATION	12/17/2015	
167	GenOn Energy, Inc.	FORT WASHINGTON INVESTMENT ADVISORS INC	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
168	GenOn Energy, Inc.	GRANTHAM MAYO VAN OTTERLOO & CO LLC OBO GMO CREDIT OPPORTUNITIES FUND LP	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
169	GenOn Energy, Inc.	GSO CAPITAL PARTNERS LP	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
170	GenOn Energy, Inc.	HIGHBRIDGE TACTICAL CREDIT & CONVERTIBLES MASTER FUND LP	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
171	GenOn Energy, Inc.	INTERMARKET CORPORATION	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
172	GenOn Energy, Inc.	JEFFERIES LLC	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
173	GenOn Energy, Inc.	BP CORP NORTH AMERICA INC., AS AGENT	GUARANTY AGREEMENT	3/17/2016	\$ 0.00
174	GenOn Energy Management, LLC	BP CORP NORTH AMERICA INC., AS AGENT	GUARANTY AGREEMENT	3/17/2016	
175	GenOn Energy, Inc.	BP CORP NORTH AMERICA INC., AS AGENT	GUARANTY AGREEMENT DTD 6/21/2016	6/21/2016	
176	GenOn Energy, Inc.	BRADLEY ARANT BOULT CUMMINGS LLP	LETTER AGREEMENT DTD 4/25/2017	4/25/2017	\$ 0.00
177	GenOn Energy, Inc.	MACKAY SHIELDS LLC	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
178	GenOn Energy, Inc.	MARATHON ASSET MANAGEMENT LP	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
179	GenOn Energy, Inc.	METROPOLITAN WEST ASSET MGMT CO LLC	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
180	GenOn Energy, Inc.	MOORE CAPITAL MANAGEMENT LP	LETTER REGARDING RATING PASS THROUGH CERTIFICATES DTD 8/18/2000	5/19/2017	\$ 0.00
181	GenOn Energy, Inc.	NOMURA CORP RESEARCH & ASSET MGMT INC	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
182	GenOn Energy, Inc.	NORTH ROCKLAND CENTRAL SCHOOL DISTR	GUARANTY AGREEMENT DTD 3/1/2014	3/1/2014	\$ 0.00

## GenOn Energy, Inc.

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
183	GenOn Energy, Inc.	NRG ECA PIPELINE LLC	LATERAL LINE CAPACITY LEASE AGREEMENT	10/1/2016	\$ 0.00
184	GenOn Energy, Inc.	P SCHOENFELD ASSET MANAGEMENT LP	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
185	GenOn Energy, Inc.	PACIFIC INVESTMENT MANAGEMENT CO LLC	CONFIDENTIALITY AGREEMENT DTD 5/22/2017	5/22/2017	\$ 0.00
186	GenOn Energy, Inc.	PAR-FOUR INVESTMENT MANAGEMENT LLC	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
187	GenOn Energy, Inc.	BROOKFIELD ASSET MANAGEMENT INC	GUARANTY AGREEMENT	4/20/2012	\$ 0.00
188	GenOn Energy, Inc.	PAULSON & CO INC	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
189	GenOn Energy, Inc.	POLYGON DISTRESSED OPPORTUNITIES	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
190	GenOn Energy, Inc.	PPM AMERICA INC	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
191	GenOn Energy, Inc.	RBC CAPITAL MARKETS LLC	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
192	GenOn Energy, Inc.	REDWOOD CAPITAL MANAGEMENT LLC	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
193	GenOn Energy, Inc.	SERENGENTI ASSET MANAGEMENT LP	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
194	GenOn Energy, Inc.	STONE HARBOR INVESTMENT PARTNERS	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
195	GenOn Energy, Inc.	TACONIC CAPITAL ADVISORS LP	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
196	GenOn Energy, Inc.	TCW ASSET MANAGEMENT COMPANY LLC	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
197	GenOn Energy, Inc.	TCW INVESTMENT MANAGEMENT COMPANY LLC	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
198	GenOn Energy, Inc.	COUNTY OF ROCKLAND	GUARANTY AGREEMENT DTD 3/1/2014	3/1/2014	\$ 0.00
199	GenOn Energy, Inc.	U.S. BANK NATIONAL ASSOCIATION	ACCESSION AGREEMENT DTD 12/14/2012	12/14/2012	\$ 0.00
200	GenOn Energy, Inc.	U.S. BANK NATIONAL ASSOCIATION	SECURITY AGREEMENT DTD 12/3/2010	12/3/2010	\$ 0.00
201	GenOn Energy, Inc.	USAA HIGH INCOME FUND	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
202	GenOn Energy, Inc.	THE VILLAGE OF HAVERSTRAW	GUARANTY AGREEMENT DTD 3/1/2014	3/1/2014	\$ 0.00
203	GenOn Energy, Inc.	WELLINGTON MANAGEMENT COMPANY LLC	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
204	GenOn Energy, Inc.	Bowles & Verna LLP	LETTER AGREEMENT DTD 8/29/2017 - RE: ENGAGEMENT BY GENON ENERGY INC EXPECTATIONS REGARDING QUALITY AND LEVEL OF SERVICE, FEES, REIMBURSABLE COST AND EXPENSES, AND BILLING PROCEDURES, AMONG OTHER THINGS	8/29/2017	\$ 0.00
205	GenOn Energy, Inc.	Harrison Law Group	LETTER AGREEMENT DTD 8/31/2017 - RE: ENGAGEMENT BY GENON ENERGY INC EXPECTATIONS REGARDING QUALITY AND LEVEL OF SERVICE, FEES, REIMBURSABLE COST AND EXPENSES, AND BILLING PROCEDURES, AMONG OTHER THINGS	8/31/2017	\$ 0.00
206	GenOn Energy, Inc.	BRICKER & ECKLER LLP	LETTER AGREEMENT DTD 5/12/2017 - RE: GENON ENERGY INC - FEES AND EXPENSES OF COUNSEL TO THE AD HOC GROUP OF GENON ENERGY INC SENIOR HOTEHOLDERS	5/12/2017	\$ 0.00
207	GenOn Energy, Inc.	DAVIS POLK & WARDWELL LLP	LETTER AGREEMENT DTD 5/12/2017 - RE: GENON ENERGY INC - FEES AND EXPENSES OF COUNSEL TO THE AD HOC GROUP OF GENON ENERGY INC SENIOR HOTEHOLDERS	5/12/2017	\$ 0.00
208	GenOn Energy, Inc.	FOLEY HOAG LLP	LETTER AGREEMENT DTD 9/14/2017	9/14/2017	\$ 0.00
209	GenOn Energy, Inc.	KIRKLAND & ELLIS LLP	LETTER AGREEMENT DTD 11/10/2016 - RE: GENON ENERGY INC SHEDULE(S) AND GENERAL TERMS AND CONDITIONS	11/10/2016	\$ 0.00
210	GenOn Energy, Inc.	LINOWES AND BLOCHER LLP	LETTER AGREEMENT DTD 6/28/2017	6/28/2017	\$ 0.00
211	GenOn Energy, Inc.	SQUIRE PATTON BOGGS (US) LLP	LETTER AGREEMENT DTD 8/10/2017	8/10/2017	\$ 0.00
212	GenOn Energy, Inc.	CALPINE CORPORATION	GUARANTY AGREEMENT DTD 12/1/2014	12/1/2014	\$ 0.00
213	GenOn Energy, Inc.	CAPACITY MARKETS PARTNERS LLC	GUARANTY AGREEMENT DTD 6/30/2014	6/30/2014	\$ 0.00
214	GenOn Energy, Inc.	CASTLETON COMMODITIES MERCHANT	GUARANTY AGREEMENT DTD 1/1/2014	1/1/2014	\$ 0.00
215	GenOn Energy, Inc.	CENTERPOINT ENERGY GAS RESOURCES CORP	GUARANTY AGREEMENT DTD 1/1/2014	1/1/2014	\$ 0.00
216	GenOn Energy, Inc.	CENTRICA PLC	GUARANTY AGREEMENT	2/28/2014	\$ 0.00
217	GenOn Energy, Inc.	CITIGROUP ENERGY INC.	GUARANTY AGREEMENT	7/17/2012	\$ 0.00
218	GenOn Energy, Inc.	CITIGROUP ENERGY INC.	CONFIDENTIALITY AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00

## GenOn Energy, Inc.

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
219	GenOn Energy Management, LLC	CITIGROUP ENERGY INC.	GUARANTY AGREEMENT	7/17/2012	
220	GenOn Energy, Inc.	COMMERCE ENERGY INC	FIRST AMENDMENT TO THE GUARANTY AGREEMENT DTD 3/7/2011	3/7/2011	\$ 0.00
221	GenOn Energy, Inc.	COMMERCE ENERGY INC	NOVATION AGREEMENT DTD 3/7/2011 - REFERENCE NO. 33002649	3/7/2011	
222	GenOn Energy, Inc.	COMMERCE ENERGY INC	GUARANTY AGREEMENT	2/15/2006	
223	GenOn Energy, Inc.	CONOCO INC	GUARANTY AGREEMENT DTD 1/1/2014	1/1/2014	\$ 0.00
224	GenOn Energy, Inc.	CONSOL COAL	GUARANTY AGREEMENT DTD 1/1/2014	1/1/2014	\$ 0.00
225	GenOn Energy, Inc.	CONSOL COAL	FIRST AMENDMENT TO THE GUARANTY AGREEMENT DTD 7/1/2014	7/1/2014	
226	GenOn Energy, Inc.	CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.	GUARANTY AGREEMENT DTD 2/1/2015	2/1/2015	\$ 0.00
227	GenOn Energy Management, LLC	CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.	GUARANTY AGREEMENT	2/9/2015	
228	GenOn Energy, Inc.	AGL RESOURCES INC	GUARANTY AGREEMENT	6/15/2014	\$ 0.00
229	GenOn Energy, Inc.	DIAMOND TECHNICAL SERVICES INC	SERVICES AGREEMENT - CONTRACT NO. 4600018281	1/1/2003	\$ 0.00
230	GenOn Energy, Inc.	DIRECT ENERGY BUSINESS L.L.C. (ASSIGNOR) / ENERGY AMERICA LLC (ASSIGNEE)	GUARANTY AGREEMENT DTD 1/15/2015	1/15/2015	\$ 0.00
231	GenOn Energy, Inc.	DOMINION ENERGY GENERATION MARKETING INC	GUARANTY AGREEMENT DTD 2/1/2014	2/1/2014	\$ 0.00
232	GenOn Energy, Inc.	DOMINION ENERGY GENERATION MARKETING INC	NOVATION AGREEMENT DTD 3/1/2011 - REFERENCE NO. 33002655	3/1/2011	
233	GenOn Energy, Inc.	DTE ENERGY COMPANY	GUARANTY AGREEMENT	9/1/2014	\$ 0.00
234	GenOn Energy Management, LLC	DTE ENERGY COMPANY	GUARANTY AGREEMENT	9/1/2014	
235	GenOn Energy, Inc.	EDF TRADING LIMITED	GUARANTY AGREEMENT	7/23/2012	\$ 0.00
236	GenOn Energy Management, LLC	EDF TRADING LIMITED	GUARANTY AGREEMENT	7/23/2012	
237	GenOn Energy, Inc.	ENERWISE GLOBAL TECHNOLOGIES INC (DBA CPOWER)	GUARANTY AGREEMENT	5/27/2016	\$ 0.00
238	GenOn Energy, Inc.	EXELON CORPORATION	GUARANTY AGREEMENT DTD 12/20/2013	12/20/2013	\$ 0.00
239	GenOn Energy, Inc.	ALIX PARTNERS	LETTER AGREEMENT DTD 11/10/2016 - RE: GENON ENERGY INC SHEDULE(S) AND GENERAL TERMS AND CONDITIONS	11/10/2016	\$ 0.00
240	GenOn Energy, Inc.	FREEPOINT COMMODITIES LLC	SECOND AMENDMENT TO THE GUARANTY AGREEMENT DTD 11/13/2014	11/13/2014	\$ 0.00
241	GenOn Energy, Inc.	FREEPOINT COMMODITIES LLC	GUARANTY AGREEMENT DTD 9/9/2015	9/9/2015	
242	GenOn Energy, Inc.	FREEPOINT COMMODITIES LLC	FIRST AMENDMENT TO THE GUARANTY AGREEMENT DTD 9/3/2014	9/3/2014	
243	GenOn Energy, Inc.	FREEPOINT COMMODITIES LLC	GUARANTY AGREEMENT DTD 8/15/2013	8/15/2013	
244	GenOn Energy, Inc.	GAP INC	SERVICES AGREEMENT - CONTRACT NO. 4600019921	1/12/2006	\$ 0.00
245	GenOn Energy, Inc.	HOPEDALE MINING LLC	GUARANTY AGREEMENT DTD 2/1/2015	2/1/2015	\$ 0.00
246	GenOn Energy, Inc.	ALPHA COAL SALES CO LLC	GUARANTY AGREEMENT DTD 6/20/2013	6/20/2013	\$ 0.00
247	GenOn Energy, Inc.	ALPHA COAL SALES CO LLC	FIRST AMENDMENT TO THE GUARANTY AGREEMENT DTD 3/19/14	3/19/2014	
248	GenOn Energy, Inc.	ALPHA COAL SALES CO LLC	SECOND AMENDMENT TO THE GUARANTY AGREEMENT DTD 9/3/2014	9/3/2014	
249	GenOn Energy, Inc.	JP MORGAN CHASE BANK	GUARANTY AGREEMENT DTD 1/1/2014	1/1/2014	\$ 0.00
250	GenOn Energy, Inc.	JUST ENERGY GROUP INC	GUARANTY AGREEMENT	3/7/2011	\$ 0.00
251	GenOn Energy, Inc.	AMERICAN ENERGY CORPORATION	GUARANTY AGREEMENT DTD 12/18/2013	12/18/2013	\$ 0.00
252	RRI Energy Services, LLC	LOUIS DREYFUS ENERGY SERVICES LP	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 2/1/2009	2/1/2009	\$ 0.00
253	RRI Energy Services, LLC	LOUIS DREYFUS ENERGY SERVICES LP	NOVATION AGREEMENT - REFERENCE NO. 33002720	10/19/2011	
254	RRI Energy Services, LLC	LOUIS DREYFUS ENERGY SERVICES LP	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 2/1/2009	2/1/2009	

## GenOn Energy, Inc.

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
255	RRI Energy Services, LLC	LOUIS DREYFUS ENERGY SERVICES LP	NOVATION AGREEMENT DTD 11/1/2011 - RE: BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 2/1/2009	11/1/2011	
256	GENON ENERGY MANAGEMENT LLC	MIECO INC	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 12/9/2009	12/9/2009	\$ 0.00
257	RRI Energy Services, LLC	NRG POWER MARKETING LLC	ENERGY MANAGEMENT SERVICES AGREEMENT DTD 10/15/2014	10/15/2014	\$ 0.00
258	RRI Energy Services, LLC	PILOT POWER GROUP INC	MASTER POWER PURCHASE AND SALE AGREEMENT DTD 8/14/2007	8/14/2007	\$ 0.00
259	RRI Energy Services, LLC	PJM INTERCONNECTION LLC	INTERCONNECTION SERVICE AGREEMENT DTD 5/12/2000	5/12/2000	\$ 0.00
260	RRI Energy Services, LLC	PJM INTERCONNECTION LLC	INTERCONNECTION AGREEMENT DTD 5/12/2000	5/12/2000	
261	RRI Energy Services, LLC	PJM INTERCONNECTION LLC	INTERCONNECTION AGREEMENT DTD 5/12/2000 - DOCKET NO. ER00-2906-000	5/12/2000	
262	RRI Energy Services, LLC	PJM INTERCONNECTION LLC	FIRST REVISED SERVICE AGREEMENT NO. 478 - DOCKET NO. ER00-173; SUPERCEDES INTERCONNECTION AGREEMENT DTD 5/12/2000	11/4/2002	
263	GENON ENERGY MANAGEMENT LLC	SOUTHERN CALIFORNIA GAS COMPANY	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 1/1/2004	1/1/2004	\$ 0.00
264	GenOn Energy Management, LLC	RRI ENERGY SERVICES INC / GENON REMA LLC	ASSIGNMENT AGREEMENT - BASE CONTRACT FOR SALE AND PURCHASE OF NAESB DTD 1/1/2004F	11/1/2011	
265	RRI Energy Services, LLC	SOUTHERN CALIFORNIA GAS COMPANY	MASTER SERVICES CONTRACT - MSC NO. 188536	6/23/2003	
266	RRI Energy Services, LLC	SOUTHERN CALIFORNIA GAS COMPANY	MASTER SERVICES CONTRACT, SCHEDULE A - INTRASTATE TRANSMISSION SERVICE - MSC NO. 188536; CONTRACT NO. 286236	7/13/2011	
267	RRI Energy Services, LLC	SOUTHERN CALIFORNIA GAS COMPANY	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 1/1/2004	1/1/2004	
268	RRI Energy Services, LLC	SOUTHERN CALIFORNIA GAS COMPANY	MASTER SERVICES CONTRACT DTD 6/23/2002 - CONTRACT NO. 188536	8/1/2003	
269	RRI Energy Services, LLC	SOUTHERN CALIFORNIA GAS COMPANY	MASTER SERVICES CONTRACT SCHEDULE A INTRASTATE TRANSMISSION SERVICE DTD 7/13/2011 - MSC NO. 188536 / CONTRACT NO. 286236	8/1/2011	
270	GENON ENERGY MANAGEMENT LLC	SOUTHWESTERN ENERGY COMPANY	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 11/23/2009	11/23/2009	\$ 0.00
271	GenOn Energy Management, LLC	SOUTHWESTERN ENERGY COMPANY	ASSIGNMENT AGREEMENT - RE: BASE CONTRACT FOR SALE AND PURCHASE OF NAESB DTD 11/23/2009; REF NO. 33002723	9/1/2011	
272	GENON ENERGY MANAGEMENT LLC	SPRAGUE ENERGY CORP	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 1/1/2009 - CONTRACT NUMBER: CPWA09001-1	1/1/2009	\$ 0.00
273	RRI Energy Services, LLC	TEXAS EASTERN TRANSMISSION CORP	SERVICE AGREEMENT FOR RATE SCHEDULE FT-1 - CONTRACT NO. 910184	10/29/2001	\$ 0.00
274	RRI Energy Services, LLC	TEXAS EASTERN TRANSMISSION CORP	SERVICE AGREEMENT FOR RATE SCHEDULE FT-1 - CONTRACT NO. 910203	10/29/2001	
275	RRI Energy Services, LLC	TEXAS EASTERN TRANSMISSION CORP	ADDENDUM TO ARTICLE II, PARAGRAPH TWO FORM OF SERVICE AGREEMENT - CONTRACT NO. 910203		
276	RRI Energy Services, LLC	TEXAS EASTERN TRANSMISSION CORP	SERVICE AGREEMENT FOR RATE SCHEDULE FT-1 - CONTRACT NO. 910204-R2	5/26/2011	
277	RRI Energy Services, LLC	TEXAS EASTERN TRANSMISSION CORP	SERVICE AGREEMENT FOR RATE SCHEDULE FT-1 DTD 10/29/2001 - CONTRACT NO. 910184	10/29/2001	
278	RRI Energy Services, LLC	TEXAS EASTERN TRANSMISSION CORP	SERVICE AGREEMENT FOR RATE SCHEDULE FT-1 DTD 10/29/2001 - CONTRACT NO. 910203	10/29/2001	
279	RRI Energy Services, LLC	TEXAS EASTERN TRANSMISSION CORP	ADDENDUM TO ARTICLE II, PARAGRAPH TWO FORM OF SERVICE AGREEMENT - CONTRACT NO. 910203		

## GenOn Energy, Inc.

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
280	RRI Energy Services, LLC	TEXAS EASTERN TRANSMISSION CORP	SERVICE AGREEMENT FOR RATE SCHEDULE FT-1 DTD 5/26/2011 - CONTRACT NO. 910204-R2	6/1/2011	
281	RRI Energy Services, LLC	TEXAS EASTERN TRANSMISSION CORP	TRANSPORTATION AND AGGREGATION SERVICES DTD 6/8/2001	11/1/2002	
282	RRI Energy Services, LLC	TEXAS EASTERN TRANSMISSION CORP	SERVICE TO HUNTERSTOWN & CHOCTAW POWER PLANTS DTD 10/26/2001	6/12/2001	
283	RRI Energy Services, LLC	TEXAS EASTERN TRANSMISSION CORP	SERVICE AGREEMENT FOR RATE SCHEDULE FT-1 DTD 10/29/2001 - CONTRACT NO. 910184	10/29/2001	
284	RRI Energy Services, LLC	TEXAS EASTERN TRANSMISSION CORP	SERVICE AGREEMENT FOR RATE SCHEDULE FT-1 DTD 10/29/2001 - CONTRACT NO. 910203	10/29/2001	
285	RRI Energy Services, LLC	TEXAS EASTERN TRANSMISSION CORP	SERVICE AGREEMENT FOR RATE SCHEDULE FT-1 DTD 10/29/2001 - CONTRACT NO. 910204	10/29/2001	
286	RRI Energy Services, LLC	TEXAS EASTERN TRANSMISSION CORP	OPERATIONAL BALANCING AGREEMENT BETWEEN TEXAS EASTERN TRANSMISSION, LP AND RELIANT ENERGY SERVICES, INC. DTD 11/1/2001 - CONTRACT NO. 910234	11/1/2001	
287	RRI Energy Services, LLC	TEXAS EASTERN TRANSMISSION CORP	OPERATIONAL BALANCING AGREEMENT DTD 11/1/2002 - CONTRACT NO. 910235	11/1/2002	
288	RRI Energy Services, LLC	TEXAS EASTERN TRANSMISSION CORP	SERVICE AGREEMENT TO HUNTERSTOWN & CHOCTAW POWER PLANTS	6/12/2001	
289	RRI Energy Services, LLC	TEXAS EASTERN TRANSMISSION CORP	SERVICE AGREEMENT TO HUNTERSTOWN & CHOCTAW POWER PLANTS	10/26/2001	
290	RRI Energy Services, LLC	TEXAS EASTERN TRANSMISSION CORP	SERVICE AGREEMENT TO HUNTERSTOWN & CHOCTAW POWER PLANTS	6/12/2001	
291	RRI Energy Services, LLC	TEXAS EASTERN TRANSMISSION CORP	RIGHT-OF-WAY ACQUISITION AGREEMENT, HUNTERSTOWN POWER PLANT	5/3/2001	
292	RRI Energy Services, LLC	TEXAS EASTERN TRANSMISSION CORP	SERVICE AGREEMENT FOR RATE SCHEDULE FT-1 DTD 10/29/2001 - CONTRACT NO. 910184	10/29/2001	
293	RRI Energy Services, LLC	TEXAS EASTERN TRANSMISSION CORP	SERVICE AGREEMENT FOR RATE SCHEDULE FT-1 DTD 10/29/2001 - CONTRACT NO. 910203	10/29/2001	
294	RRI Energy Services, LLC	TEXAS EASTERN TRANSMISSION CORP	SERVICE AGREEMENT FOR RATE SCHEDULE FT-1 DTD 10/29/2001 - CONTRACT NO. 910204	10/29/2001	
295	RRI Energy Services, LLC	TEXAS EASTERN TRANSMISSION CORP	OPERATIONAL BALANCING AGREEMENT DTD 11/1/2001 - CONTRACT NO. 910234	11/1/2001	
296	RRI Energy Services, LLC	TEXAS EASTERN TRANSMISSION CORP	OPERATIONAL BALANCING AGREEMENT DTD 11/1/2002 - CONTRACT NO. 910235	11/1/2002	
297	GENON ENERGY MANAGEMENT LLC	CHEVRON NATURAL GAS, A DIVISION OF CHEVRON USA INC	SERVICES AGREEMENT DATED 1/1/2003	1/1/2003	\$ 0.00
298	GENON ENERGY MANAGEMENT LLC	CHEVRON NATURAL GAS, A DIVISION OF CHEVRON USA INC	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 1/1/2003	1/1/2003	
299	GENON ENERGY MANAGEMENT LLC	COLONIAL ENERGY INC	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 9/1/2007	9/1/2007	\$ 0.00
300	RRI Energy Services, LLC	CREDIT SUISSE ENERGY LLC	HUB SERVICE AGREEMENT DTD 8/1/2001 - CONTRACT NO. 310147	8/1/2001	\$ 0.00
301	RRI Energy Services, LLC	CREDIT SUISSE ENERGY LLC	EXHIBIT B TO THE HUB SERVICES AGREEMENT DTD 8/1/2001 - CONTRACT NO. 310147 / IWS310149 / FSS310385	8/1/2001	
302	GENON ENERGY MANAGEMENT LLC	ETC MARKETING LTD	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 11/1/2002	11/1/2002	\$ 0.00
303	RRI Energy Services, LLC	GENON ENERGY MANAGEMENT LLC	ASSIGNMENT AND ASSUMPTION AGREEMENT DTD 3/22/2012 (AMENDED AND RESTATED) - AMENDS ASSIGNMENT AND ASSUMPTION AGREEMENT DTD 12/2/2010	3/22/2012	\$ 0.00

## GenOn Energy, Inc.

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
304	GENON ENERGY MANAGEMENT LLC	GUTMANN ENERGY INC	TANK TRUCK FUEL OIL SUPPLY AGREEMENT DTD 5/21/2008	5/21/2008	\$ 0.00
305	GenOn Energy Management, LLC	GUTMANN ENERGY INC	ASSIGNMENT OF TANK TRUCK FUEL OIL SUPPLY AGREEMENT DTD 11/1/2013	11/1/2013	
306	RRI Energy Services, LLC	GUTMANN ENERGY INC	AMENDMENT NO.1 TO TANK TRUCK FUEL OIL SUPPLY AGREEMENT DTD 5/21/2009 - AMENDMENT TO TANK TRUCK FUEL OIL SUPPLY AGREEMENT DTD 5/21/2008	5/21/2009	
307	RRI Energy Services, LLC	GUTMANN ENERGY INC	AMENDMENT NO.2 TO TANK TRUCK FUEL OIL SUPPLY AGREEMENT DTD 6/29/2009 - AMENDMENT TO TANK TRUCK FUEL OIL SUPPLY AGREEMENT DTD 5/21/2008	6/29/2009	
308	RRI Energy Services, LLC	GUTMANN ENERGY INC	AMENDMENT NO.3 TO TANK TRUCK FUEL OIL SUPPLY AGREEMENT DTD 5/21/2010 - AMENDMENT TO TANK TRUCK FUEL OIL SUPPLY AGREEMENT DTD 5/21/2008	5/21/2010	
309	GENON ENERGY MANAGEMENT LLC	PPL ELECTRIC UTILITIES CORPORATION	BASE CONTRACT FOR SHORT-TERM SALE AND PURCHASE OF NATURAL GAS DTD 3/1/2000 - GAS-GISB-00-009	3/1/2000	\$ 0.00
310	RRI Energy Services, LLC	RELIANT ENERGY MID-ATLANTIC POWER	PROCUREMENT AND MARKETING AGREEMENT DTD 8/24/2000	8/24/2000	\$ 0.00
311	RRI Energy Services, LLC	RELIANT ENERGY MID-ATLANTIC POWER	AMENDMENT TO PROCUREMENT AND MARKETING AGREEMENT DTD 3/9/2005 - AMENDS PROCUREMENT AND MARKETING AGREEMENT DTD 8/24/2000	3/9/2005	
312	RRI Energy Services, LLC	RELIANT ENERGY MID-ATLANTIC POWER	AMENDMENT TO PROCUREMENT AND MARKETING AGREEMENT DTD 10/2/2007 - AMENDS PROCUREMENT AND MARKETING AGREEMENT DTD 8/24/2000	10/1/2007	
313	GENON ENERGY MANAGEMENT LLC	RELIANT ENERGY MID-ATLANTIC POWER	PROCUREMENT AND MARKETING AGREEMENT DTD 8/24/2010	8/24/2000	
314	RRI Energy Services, LLC	RELIANT ENERGY MID-ATLANTIC POWER	AMENDMENT TO PROCUREMENT AND MARKETING AGREEMENT 10/1/2007	10/1/2007	
315	RRI Energy Services, LLC	MIRANT ENERGY TRADING LLC	ASSIGNMENT AND ASSUMPTION AGREEMENT DTD 12/2/2010 - REF NO. MULTI014	12/2/2010	
316	RRI Energy Services, LLC	RELIANT ENERGY ELECTRIC SOLUTIONS LLC	ASSIGNMENT AND ASSUMPTION AGREEMENT DTD 4/8/2009	4/8/2009	
317	RRI Energy Services, LLC	TENNESSEE GAS PIPELINE COMPANY	GAS TRANSPORTATION AGREEMENT DATED 5/1/1996 - SERVICE PACKAGE NO. 14011	5/1/1996	\$ 0.00
318	GENON ENERGY MANAGEMENT LLC	ESERVICES INC	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 6/1/2007	6/1/2007	\$ 0.00
319	RRI Energy Services, LLC	MIRANT ENERGY TRADING LLC	FULE AND SERVICES AGREEMENT DTD 12/2/2010 - MULTI027	12/2/2010	\$ 0.00
320	RRI Energy Services, LLC	RELIANT ENERGY ELECTRIC SOLUTIONS LLC	ASSIGNMENT AND ASSUMPTION AGREEMENT DTD 12/6/2004	12/6/2004	\$ 0.00
321	RRI Energy Services, LLC	RELIANT ENERGY MARYLAND HOLDINGS LLC	PROCUREMENT AND MARKETING AGREEMENT DATED 8/24/2000	8/24/2000	\$ 0.00
322	RRI Energy Services, LLC	RELIANT ENERGY NEW JERSEY HOLDINGS LLC	PROCUREMENT AND MARKETING AGREEMENT DATED 8/24/2000	8/24/2000	\$ 0.00
323	GENON ENERGY MANAGEMENT LLC	BG ENERGY HOLDINGS LIMITED	ISDA MASTER AGREEMENT DTD 11/5/2009	11/5/2009	\$ 0.00
324	RRI Energy Services, LLC	COMMONWEALTH ENERGY CORPORATION	MASTER POWER PURCHASE AND SALE AGREEMENT DTD 5/16/2002	5/16/2002	\$ 0.00
325	GENON ENERGY MANAGEMENT LLC	ENTEX GAS RESOURCES CORP	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 9/1/2002 - CONTRACT NO. E-RES-T-08; REF NO. 3220	9/1/2002	\$ 0.00

## GenOn Energy, Inc.

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
326	GENON ENERGY MANAGEMENT LLC	INFINITE ENERGY INC	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 12/1/2005 - CONTRACT NUMBER: NB-20051201-RES	12/1/2005	\$ 0.00
327	RRI Energy Services, LLC	KINDER MORGAN PIPELINES	DIRECT ACCESS REQUEST TRACKING ("DART") SYSTEM LICENSE AGREEMENT	10/14/2013	\$ 0.00
328	RRI Energy Services, LLC	KINDER MORGAN PIPELINES	SYSTEM LICENSE AGREEMENT	10/14/2013	
329	RRI Energy Services, LLC	NATURAL GAS PIPELINE COMPANY OF AMERICA LLC	STORAGE RATE SCHEDULE NSS AGREEMENT DATED NOVEMBER 30, 2010 UNDER SUBPART G OF PART 284 OF THE FERC'S REGULATIONS - TRAN0335; CONTRACT NO. 139035	4/1/2011	\$ 0.00
330	RRI Energy Services, LLC	NATURAL GAS PIPELINE COMPANY OF AMERICA LLC	STORAGE RATE SCHEDULE NSS AGREEMENT DATED NOVEMBER 30, 2010 UNDER SUBPART G OF PART 284 OF THE FERC'S REGULATIONS - TRAN0336; CONTRACT NO. 139036	4/1/2011	
331	RRI Energy Services, LLC	NATURAL GAS PIPELINE COMPANY OF AMERICA LLC	RIGHT-OF-FIRST-REFUSAL ELECTION - RATE SCHEDULE NSS AGREEMENT NO. 139035	8/31/2015	
332	RRI Energy Services, LLC	NATURAL GAS PIPELINE COMPANY OF AMERICA LLC	STORAGE RATE SCHEDULE NSS AGREEMENT DTD 11/30/2010 - CONTRACT NO. 139036	4/1/2011	
333	RRI Energy Services, LLC	NATURAL GAS PIPELINE COMPANY OF AMERICA LLC	RIGHT-OF-FIRST-REFUSAL ELECTION - RATE SCHEDULE NSS AGREEMENT NO. 139036	8/31/2015	
334	RRI Energy Services, LLC	NATURAL GAS PIPELINE COMPANY OF AMERICA LLC	RATE SCHEDULE NSS - SERVICE AGREEMENT NO. 139036	12/31/2014	
335	GENON ENERGY MANAGEMENT LLC	NEW JERSEY NATURAL GAS COMPANY	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 6/1/2004	6/1/2004	\$ 0.00
336	GENON ENERGY MANAGEMENT LLC	PACIFIC SUMMIT ENERGY LLC	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 9/1/2009	9/1/2009	\$ 0.00
337	GenOn Energy Management, LLC	PACIFIC SUMMIT ENERGY LLC	ASSIGNMENT AGREEMENT - REFERENCE NO. 33002688	11/1/2011	
338	GENON ENERGY MANAGEMENT LLC	ELIZABETHTOWN GAS LOCATION 1190	SERVICE AGREEMENT DTD 4/27/2010	4/1/2010	\$ 0.00
339	RRI Energy Services, LLC	ELIZABETHTOWN GAS LOCATION 1190	ASSIGNMENT AGREEMENT - TRAN0329	1/4/2012	
340	RRI Energy Services, LLC	ELIZABETHTOWN GAS LOCATION 1190	SERVICE AGREEMENT - TRAN0329	4/27/2010	
341	RRI Energy Services, LLC	RELIANT ENERGY HUNTERSTOWN LLC	COMMODITY PURCHASE AND SALE AND SERVICES AGREEMENT DTD 4/2/2003	4/2/2003	\$ 0.00
342	RRI Energy Services, LLC	RELIANT ENERGY MID-ATLANTIC POWER SERVICES, INC.	PROCUREMENT AND MARKETING AGREEMENT DATED 8/24/2000	8/24/2000	\$ 0.00
343	RRI Energy Services, LLC	RELIANT ENERGY WHOLESALE GENERATION LLC	AMENDED AND RESTATED COMMODITY PURCHASE AND SALE AND SERVICES AGREEMENT DTD 4/8/2009	4/8/2009	\$ 0.00
344	RRI Energy Services, LLC	ROCKIES EXPRESS PIPELINE LLC	INTERNET DIRECT ACCESS REQUEST AND TRACKING AGREEMENT	7/31/2013	\$ 0.00
345	GENON ENERGY MANAGEMENT LLC	SEMINOLE ELECTRIC COOPERATIVE INC	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 8/1/2003 - CONTRACT NUMBER: CCA271000	8/1/2003	\$ 0.00
346	GENON ENERGY MANAGEMENT LLC	SOUTH JERSEY RESOURCES GROUP LLC	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 11/1/2005 - REFERENCE NO. 32000631	11/1/2005	\$ 0.00
347	GENON ENERGY MANAGEMENT LLC	SOUTHWEST ENERGY LP	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 4/1/2003	4/1/2003	\$ 0.00
348	RRI Energy Services, LLC	TALLGRASS INTERSTATE GAS	INTERNET DIRECT ACCESS REQUEST AND TRACKING AGREEMENT	7/31/2013	\$ 0.00
349	GENON ENERGY MANAGEMENT LLC	TEXLA ENERGY MANAGEMENT INC	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 9/1/2004	9/1/2004	\$ 0.00

## GenOn Energy, Inc.

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
350	GENON ENERGY MANAGEMENT LLC	TEXON LP	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 2/1/2009 - NG-50230	2/1/2009	\$ 0.00
351	RRI Energy Services, LLC	TRAILBLAZER PIPELINE COMPANY LLC	TRANSPORTATION RATE SCHEDULE ITS AGREEMENT DATED MARCH 25, 1997 UNDER SUBPART G OF PART 284 OF THE FERCS REGULATIONS - CONTRACT NO. 912499	11/1/2010	\$ 0.00
352	RRI Energy Services, LLC	TRAILBLAZER PIPELINE COMPANY LLC	TRANSPORTATION RATE SCHEDULE FTS AMENDMENT NO. 1 DATED FEBRUARY 21, 2007 TO AGREEMENT DATED MARCH 25, 1997 - CONTRACT NO. 912499	8/1/2007	
353	RRI Energy Services, LLC	TRAILBLAZER PIPELINE COMPANY LLC	INTERNET DIRECT ACCESS REQUEST AND TRACKING AGREEMENT	7/31/2013	
354	RRI Energy Services, LLC	TRAILBLAZER PIPELINE COMPANY LLC	TRANSPORTATION RATE SCHEDULE FTS AGREEMENT DTD 3/25/1997 UNDER SUBPART G OF PART 284 OF THE FERCS REGULATIONS - CONTRACT NO. 912499 / AMENDS AND RESTATES FTS CONTRACT NO. 912499 DTD 3/25/1997	11/1/2010	
355	RRI Energy Services, LLC	TRAILBLAZER PIPELINE COMPANY LLC	TRANSPORTATION RATE SCHEDULE FTS AMENDMENT NO. 1 DTD 2/21/20017 - AMENDS AGREEMENT DTD 3/25/1997	8/1/2007	
356	RRI Energy Services, LLC	TRAILBLAZER PIPELINE COMPANY LLC	ROLLOVER RIGHT AND RIGHT-OF-FIRST-REFUSAL ELECTIONS - RATE SCHEDULE FTS SERVICE AGREEMENT NO. 912499	10/31/2016	
357	RRI Energy Services, LLC	UNITED REFINING COMPANY	TANK TRUCK FUEL OIL SUPPLY AGREEMENT DTD 5/21/2008	5/21/2008	\$ 0.00
358	RRI Energy Services, LLC	WILLIAMS FIELD SERVICE COMPANY (AGENT FOR WILLIAMS GAS PROCESSING COMPANY)	GAS TRANSFER RECEIVING AGREEMENT - AMENDMENT TO G39 - TRAN0320; 4426766	4/1/2010	\$ 0.00
359	RRI Energy Services, LLC	WILLIAMS FIELD SERVICE COMPANY (AGENT FOR WILLIAMS GAS PROCESSING COMPANY)	GAS TRANSFER RECEIVING AGREEMENT - TRAN0320; AGREEMENT NO. G39	11/17/2009	
360	RRI Energy Services, LLC	WILLIAMS FIELD SERVICE COMPANY (AGENT FOR WILLIAMS GAS PROCESSING COMPANY)	AMENDMENT TO G39 DTD 4/1/2010 - AMENDS RECEIVING AGREEMENT DTD 4/1/2000	4/1/2010	
361	RRI Energy Services, LLC	CENTERPOINT ENERGY GAS RESOURCES CORP	CONTRACT DTD 9/1/2002 - E-RES-T-08	10/9/2002	\$ 0.00
362	RRI Energy Services, LLC	COMMERCE ENERGY INC	AMENDMENT AGREEMENT DTD 2/15/2006 - AMENDMENT TO EEI MASTER PURCHASE AND SALE AGREEMENT DTD 5/16/2002	2/15/2006	\$ 0.00
363	GENON ENERGY MANAGEMENT LLC	CONOCO INC	MASTER POWER PURCHASE AND SALE AGREEMENT DTD 2/1/2002	2/1/2002	\$ 0.00
364	GenOn Energy, Inc.	CONOCO INC	ASSIGNMENT AND ASSUMPTION AGREEMENT DTD 10/20/2011 - REFERENCE NO. 33002693	10/20/2011	
365	RRI Energy Services, LLC	CONOCO INC	PARAGRAPH 4 TO THE GAS ANNEX TO THE EEI MASTER POWER PURCHASE & SALE AGREEMENT	2/1/2002	
366	RRI Energy Services, LLC	DOMINION ENERGY GENERATION MARKETING INC	MASTER POWER PURCHASE AND SALE AGREEMENT DTD 9/16/2003	9/16/2003	\$ 0.00
367	RRI Energy Services, LLC	DOMINION ENERGY GENERATION MARKETING INC	AMENDMENT AGREEMENT DTD 4/20/2011 - AMENDMENT TO EEI MASTER POWER PURCHASE AGREEMENT AND COLLATERAL ANNEX DTD 9/16/2003	4/20/2011	
368	RRI Energy Services, LLC	DUQUESNE LIGHT COMPANY	SERVICE AGREEMENT FOR NON-FIRM POINT-TO-POINT TRANSMISSION SERVICE DTD 7/8/1997	7/8/1997	\$ 0.00
369	RRI Energy Services, LLC	FLORIDA GAS TRANSMISSION COMPANY	AMENDMENT TO FTS-2 CONTRACT NUMBER 101946 (DATED JUNE 1, 2001) - CONTRACT NO. 101946	4/1/2004	\$ 0.00
370	RRI Energy Services, LLC	FLORIDA GAS TRANSMISSION COMPANY	FIRM TRANSPORTATION SERVICE AGREEMENT RATE SCHEDULE FTS-2 - PHASE VI FACILITIES	6/1/2001	
371	RRI Energy Services, LLC	FLORIDA GAS TRANSMISSION COMPANY	AMENDMENT TO FIRM TRANSPORTATION AGREEMENT - CONTRACT NO. 101946; AMENDMENT NO. 1; REQUEST NO. 113459	9/1/2005	
372	RRI Energy Services, LLC	FLORIDA GAS TRANSMISSION COMPANY	SERVICE AGREEMENT - FTS-1 CONTRACT #6005; FTS-2 CONTRACT #6006; FTS-2 CONTRACT #101946	8/18/2005	



## GenOn Energy, Inc.

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
373	RRI Energy Services, LLC	FLORIDA GAS TRANSMISSION COMPANY	EXHIBIT A TO FIRM GAS TRANSPORTATION SERVICE AGREEMENT DTD 6/1/2003 - CONTRACT NO. 101946	6/1/2003	
374	RRI Energy Services, LLC	FLORIDA GAS TRANSMISSION COMPANY	AMENDMENT TO FTS-2 CONTRACT NUMBER 101946 - AMENDS CONTRACT DTD 6/1/2001	9/8/2005	
375	RRI Energy Services, LLC	FLORIDA GAS TRANSMISSION COMPANY	FIRM TRANSPORTATION SERVICE AGREEMENT RATE SCHEDULE FTS-2 DTD 6/1/2001	6/1/2001	
376	RRI Energy Services, LLC	FLORIDA GAS TRANSMISSION COMPANY	AMENDMENT TO PRECEDENT AGREEMENT DTD 10/7/2005 - CONTRACT NO. 101946	9/1/2005	
377	RRI Energy Services, LLC	FLORIDA GAS TRANSMISSION COMPANY	FIRM TRANSPORTATION SERVICE AGREEMENT DTD 11/1/1999 - CONTRACT NO. 6005	11/1/1999	
378	RRI Energy Services, LLC	FLORIDA GAS TRANSMISSION COMPANY	SERVICES AGREEMENT - RE: TAP, VALVE, CONNECTING PIPE, ELECTRONIC FLOW MEASUREMENT AND COMMUNICATION EQUIPMENT DTD 1/26/2001	1/26/2001	
379	RRI Energy Services, LLC	FLORIDA GAS TRANSMISSION COMPANY	AMENDMENT #4 TO FIRM TRANSPORTATION AGREEMENT DTD 1/15/2002 - CONTRACT NO. 6005	1/17/2002	
380	RRI Energy Services, LLC	FLORIDA GAS TRANSMISSION COMPANY	AMENDMENT #5 TO FIRM TRANSPORTATION AGREEMENT DTD 10/20/2003 - CONTRACT NO. 6005	8/1/2003	
381	RRI Energy Services, LLC	FLORIDA GAS TRANSMISSION COMPANY	AMENDMENT #6 TO FIRM TRANSPORTATION AGREEMENT DTD 10/07/2005 - CONTRACT NO. 6005	9/1/2005	
382	RRI Energy Services, LLC	FLORIDA GAS TRANSMISSION COMPANY	FIRM TRANSPORTATION SERVICE AGREEMENT RATE SCHEDULE FTS-2 DTD 11/1/1999 - CONTRACT NO. 6006	11/1/1999	
383	RRI Energy Services, LLC	FLORIDA GAS TRANSMISSION COMPANY	AMENDMENT #4 TO FIRM TRANSPORTATION AGREEMENT DTD 1/15/2002 - CONTRACT NO. 6006	1/17/2002	
384	RRI Energy Services, LLC	FLORIDA GAS TRANSMISSION COMPANY	AMENDMENT #5 TO FIRM TRANSPORTATION AGREEMENT DTD 10/07/2005 - CONTRACT NO. 6006	9/1/2005	
385	RRI Energy Services, LLC	FLORIDA GAS TRANSMISSION COMPANY	AMENDMENT TO FTS-2 CONTRACT NUMBER 6006 DTD 9/8/2005 - CONTRACT NO. 6006	4/1/2004	
386	RRI Energy Services, LLC	KERN RIVER GAS TRANSMISSION COMPANY	RESTATEMENT OF FIRM TRANSPORTATION SERVICE AGREEMENT RATE SCHEDULE KRF-1 - CONTRACT NO. 1716	5/29/2001	\$ 0.00
387	RRI Energy Services, LLC	KERN RIVER GAS TRANSMISSION COMPANY	RESTATEMENT OF FIRM TRANSPORTATION SERVICE AGREEMENT RATE SCHEDULE KRF-1 DTD 5/29/2001 - CONTRACT NO. 1716	5/29/2001	
388	RRI Energy Services, LLC	KERN RIVER GAS TRANSMISSION COMPANY	FIRST AMENDMENT TO FIRM TRANSPORTATION SERVICE AGREEMENT DTD 7/13/2001 - CONTRACT NO. 1716 / AMENDS FIRM TRANSPORTATION SERVICE AGREEMENT DTD 5/29/2001	7/13/2001	
389	RRI Energy Services, LLC	KERN RIVER GAS TRANSMISSION COMPANY	SECOND AMENDMENT TO FIRM TRANSPORTATION SERVICE AGREEMENT DTD 4/18/2007 - CONTRACT NO. 1716 / AMENDS FIRM TRANSPORTATION SERVICE AGREEMENT DTD 5/29/2001	4/18/2007	
390	RRI Energy Services, LLC	KERN RIVER GAS TRANSMISSION COMPANY	THIRD AMENDMENT TO FIRM TRANSPORTATION SERVICE AGREEMENT DTD 5/2/2007 - CONTRACT NO. 1716 / AMENDS FIRM TRANSPORTATION SERVICE AGREEMENT DTD 5/29/2001	5/2/2007	
391	RRI Energy Services, LLC	KERN RIVER GAS TRANSMISSION COMPANY	PERIOD TWO FIRM TRANSPORTATION SERVICE AGREEMENT RATE SCHEDULE KRF-1 DTD 1/11/2016 - CONTRACT NO. 20021	1/11/2016	
392	RRI Energy Services, LLC	KERN RIVER GAS TRANSMISSION COMPANY	LETTER AGREEMENT FOR ALTERNATE PERIOD TWO ELECTION	2/28/2017	
393	GenOn Energy Management, LLC	LOUIS DREYFUS ENERGY SERVICES LP	GUARANTY AGREEMENT	2/24/2011	\$ 0.00
394	GenOn Energy Management, LLC	MACQUARIE ENERGY LLC	IECA AMENDMENT ADOPTING, INCORPORATING AND AMENDING THE ISDA MARCH 2013 DF SUPPLEMENT DTD 7/1/2013 - AMENDMENT TO ISDA MARCH 2013 DF SUPPLEMENT DTD 3/22/2013	7/1/2013	\$ 0.00

## GenOn Energy, Inc.

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
395	GenOn Energy Management, LLC	MACQUARIE ENERGY LLC	IECA AMENDMENT ADOPTING, INCORPORATING AND AMENDING THE ISDA AUGUST 2012 DF SUPPLEMENT DTD 3/21/2013 - AMENDMENT TO ISDA AUGUST 2012 DF SUPPLEMENT DTD 8/13/2012	3/21/2013	
396	GenOn Energy Management, LLC	MACQUARIE ENERGY LLC	ISDA 2002 MASTER AGREEMENT DTD 10/4/2011	10/4/2011	
397	GenOn Energy Management, LLC	MACQUARIE ENERGY LLC	SCHEDULE TO THE 2002 MASTER AGREEMENT DTD 10/4/2011	10/4/2011	
398	GenOn Energy Management, LLC	MACQUARIE ENERGY LLC	GUARANTY AGREEMENT	1/1/2014	
399	GenOn Energy Management, LLC	MCCLYMONDS SUPPLY & TRANSIT CO INC	LETTER AGREEMENT DTD 1/27/2014	1/27/2014	\$ 0.00
400	GenOn Energy Management, LLC	MCCLYMONDS SUPPLY & TRANSIT CO INC	MASTER AGREEMENT DTD 3/1/2014	3/1/2014	
401	GenOn Energy Management, LLC	MERCURIA ENERGY GROUP LIMITED	GUARANTY AGREEMENT	1/1/2013	\$ 0.00
402	GenOn Energy Management, LLC	MIECO INC	GUARANTY AGREEMENT	2/1/2014	\$ 0.00
403	GenOn Energy Management, LLC	MURRAY ENERGY CORPORATION	GUARANTY AGREEMENT	1/2/2017	\$ 0.00
404	GenOn Energy Management, LLC	NATIONAL FUEL DISTRIBUTION CORP	DAILY METERED TRANSPORTATION SERVICE AGREEMENT - ACCOUNT NO. 7090935	3/20/2017	\$ 0.00
405	GenOn Energy Management, LLC	NATIONAL FUEL DISTRIBUTION CORP	DATA SHARING AGREEMENT - ACCOUNT NO. 7090935	1/14/2016	
406	GenOn Energy Management, LLC	NATIONAL FUEL DISTRIBUTION CORP	DAILY METERED TRANSPORTATION SERVICE AGREEMENT DTD 3/20/2017	4/1/2017	
407	GenOn Energy Management, LLC	NATIONAL FUEL DISTRIBUTION CORP	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 7/2012/2012 - CONTRACT NUMBER: 317	7/12/2012	
408	GenOn Energy Management, LLC	NATIONAL FUEL DISTRIBUTION CORP	AMENDMENT NAESB BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS	3/21/2017	
409	GenOn Energy Management, LLC	NATIONAL FUEL DISTRIBUTION CORP	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 7/12/2012	7/12/2012	
410	GenOn Energy Management, LLC	NATIONAL FUEL DISTRIBUTION CORP	AMENDMENT TO NAESB BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 3/21/2017 - AMENDS CONTRACT DTD 7/12/2012	3/21/2017	
411	GenOn Energy Management, LLC	NEW JERSEY RESOURCES CORPORATION, A NEW JERSEY CORPORATION	GUARANTY AGREEMENT	2/27/2017	\$ 0.00
412	GenOn Energy Management, LLC	NEXTERA ENERGY CAPITAL HOLDINGS, INC	GUARANTY AGREEMENT	2/19/2014	\$ 0.00
413	GenOn Energy Management, LLC	NEXTERA ENERGY CAPITAL HOLDINGS, INC	DODD-FRANK REPORTING PARTY AGREEMENT AND QUESTIONNAIRE DTD 3/5/2013	3/5/2013	
414	GenOn Energy Management, LLC	NOBLE AMERICAS ENERGY SOLUTION LLC	GUARANTY AGREEMENT	2/18/2014	\$ 0.00
415	GenOn Energy Management, LLC	NOBLE AMERICAS ENERGY SOLUTION LLC	ISDA 2002 MASTER AGREEMENT DTD 4/8/2011	4/8/2011	
416	GenOn Energy Management, LLC	NOBLE AMERICAS ENERGY SOLUTION LLC	FIRST AMENDMENT AGREEMENT DTD 2/23/2012 - AMENDMENT TO ISDA MASTER AGREEMENT DTD 4/8/2011	2/23/2012	
417	GenOn Energy Management, LLC	NOBLE AMERICAS ENERGY SOLUTION LLC	NOTICE OF ADHERENCE LETTER TO THE ISDA DODD-FRANK PROTOCOL VIA MARKIT SYSTEMS	4/3/2013	
418	GenOn Energy Management, LLC	NOBLE GROUP LIMITED	GUARANTY AGREEMENT	5/4/2011	\$ 0.00
419	GenOn Energy, Inc.	NOBLE GROUP LIMITED	GUARANTY AGREEMENT	5/4/2011	

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List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
420	GenOn Energy Management, LLC	NRG POWER MARKETING LLC	FIRST AMENDMENT TO ISDA MASTER AGREEMENT DTD 6/25/2013	6/25/2013	\$ 0.00
421	GenOn Energy Management, LLC	NRG POWER MARKETING LLC	SECOND AMENDMENT TO THE ISDA MASTER AGREEMENT DTD 9/26/2016	9/26/2016	
422	GenOn Energy Management, LLC	NRG POWER MARKETING LLC	ISDA 2002 MASTER AGREEMENT DTD 1/19/2011	1/19/2011	
423	GenOn Energy Management, LLC	NSTAR ELECTRIC CO DBA EVERSOURCE ENERGY	THIRD RELIABILITY AGREEMENT DTD 5/31/2011	5/31/2011	\$ 0.00
424	GenOn Energy Management, LLC	NSTAR ELECTRIC CO DBA EVERSOURCE ENERGY	3D RELIABILITY AGREEMENT FOR WEST TISBURY AND OAK BLUFFS UNITS	5/31/2011	
425	GenOn Energy Management, LLC	NSTAR ELECTRIC CO DBA EVERSOURCE ENERGY	GAS SUPPLIER SERVICE AGREEMENT - TRAN0368; PCID ID: 772689	4/2/2009	
426	GenOn Energy Management, LLC	NSTAR ELECTRIC CO DBA EVERSOURCE ENERGY	GAS SUPPLIER SERVICE AGREEMENT DTD 4/2/2009	4/2/2009	
427	GenOn Energy Management, LLC	OHIO EDISON	OIL SALES AGREEMENT DTD 1/1/1992	1/1/1992	\$ 0.00
428	GenOn Energy Management, LLC	ORANGE AND ROCKLAND	GAS TRANSPORTATION AND BALANCING SERVICE AGREEMENT	1/1/2010	\$ 0.00
429	GenOn Energy Management, LLC	ORANGE AND ROCKLAND	FIRST AMENDMENT TO GAS TRANSPORTATION AND BALANCING SERVICE AGREEMENT	12/31/2010	
430	GenOn Energy Management, LLC	ORANGE AND ROCKLAND	IECA DODD-FRANK ACT REPRESENTATIONS AND REPORTING AMENDING AGREEMENT DTD 10/5/2015 - AMENDMENT TO ISDA MASTER AGREEMENT DTD 10/5/2015	10/5/2015	
431	GenOn Energy Management, LLC	ORANGE AND ROCKLAND	ISDA MASTER AGREEMENT DTD 10/5/2015	10/5/2015	
432	GenOn Energy Management, LLC	ORANGE AND ROCKLAND	SCHEDULE TO THE 1992 ISDA MASTER AGREEMENT DTD 10/5/2015	10/5/2015	
433	GenOn Energy Management, LLC	ORANGE AND ROCKLAND	MASTER POWER PURCHASE AND SALE AGREEMENT DTD 10/5/2015	10/5/2015	
434	GenOn Energy Management, LLC	ORANGE AND ROCKLAND	GAS TRANSPORTATION AND BALANCING SERVICE AGREEMENT DTD 1/1/2010	1/1/2010	
435	GenOn Energy Management, LLC	ORANGE AND ROCKLAND	FIRST AMENDMENT TO GAS TRANSPORTATION AND BALANCING SERVICE AGREEMENT DTD 12/31/2010 - AMENDS TRANSPORTATION AND BALANCING SERVICE AGREEMENT DTD 1/1/2010	12/31/2010	
436	GenOn Energy Management, LLC	ORANGE AND ROCKLAND	GUARANTY AGREEMENT	10/5/2015	
437	GenOn Energy Management, LLC	PACIFIC GAS & ELECTRIC COMPANY	MASTER POWER PURCHASE AND SALE AGREEMENT DTD 8/1/2004	8/1/2014	\$ 0.00
438	GenOn Energy Management, LLC	PACIFIC GAS & ELECTRIC COMPANY	GAS TRANSMISSION SERVICE AGREEMENT - TRAN0369; REF NO. 746450	2/1/2006	\$ 0.00
439	GenOn Energy Management, LLC	PATRIOT COAL SALES LLC	GUARANTY AGREEMENT	3/14/2014	\$ 0.00
440	GenOn Energy Management, LLC	ARCH COAL SALES COMPANY INC	COAL PURCHASE AND SALE AGREEMENT DTD 9/21/2015 - GEM REFERENCE NO. C50223	9/21/2015	\$ 0.00
441	GenOn Energy Management, LLC	ARCH COAL SALES COMPANY INC	AMENDMENT NO. 1 TO COAL PURCHASE AND SALE AGREEMENT DTD 9/21/2015 - TRADE ID NO. C50223	8/2/2016	
442	GenOn Energy Management, LLC	ARCH COAL SALES COMPANY INC	GUARANTY AGREEMENT	9/21/2015	
443	GenOn Energy Management, LLC	PEABODY COAL SALES LLC	COAL SUPPLY AGREEMENT DTD 2/5/2016 - NRG REF NO. C50224	2/5/2016	\$ 0.00

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List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
444	GenOn Energy Management, LLC	PEABODY COAL SALES LLC	GUARANTY AGREEMENT	2/5/2016	
445	GenOn Energy, Inc.	PEABODY COAL SALES LLC	GUARANTY AGREEMENT	2/4/2016	
446	GenOn Energy Management, LLC	PJM INTERCONNECTION LLC	PENNSYLVANIA NEW JERSEY MARYLAND INTERCONNECTION DOCKETS NOS OA97-261-000 AND ER97-1082-000 - PENNSYLVANIA-NEW JERSEY-MARYLAND INTERCONNECTION AGREEMENT, AS REVISED DTD 12/31/1996	4/21/1997	\$ 0.00
447	GenOn Energy Management, LLC	PJM INTERCONNECTION LLC	INTERCONNECTION SERVICE AGREEMENT DTD 3/15/2001	3/15/2001	
448	GenOn Energy Management, LLC	RHINO ENERGY LLC	COAL PURCHASE AND SALE AGREEMENT - NRG REF NO. C50286	10/31/2016	\$ 0.00
449	GenOn Energy Management, LLC	ROCKLAND ELECTRIC COMPANY	MASTER POWER PURCHASE AND SALE AGREEMENT DTD 5/14/2015	5/14/2015	\$ 0.00
450	GenOn Energy Management, LLC	ROCKLAND ELECTRIC COMPANY	GUARANTY AGREEMENT	5/14/2015	
451	GenOn Energy Management, LLC	RRI ENERGY SERVICES INC / GENON REMA LLC	ASSIGNMENT AGREEMENT - BASE CONTRACT FOR SALE AND PURCHASE OF NAESB DTD 8/1/2013	11/1/2011	\$ 0.00
452	GenOn Energy Management, LLC	RWE SUPPLY & TRADING GMBH	GUARANTY AGREEMENT	6/25/2013	\$ 0.00
453	GenOn Energy Management, LLC	ATMOS ENERGY HOLDINGS, INC	GUARANTY AGREEMENT	2/27/2012	\$ 0.00
454	GENON ENERGY MANAGEMENT LLC	SOUTHERN CALIFORNIA EDISON	MASTER POWER PURCHASE AND SALE AGREEMENT DATED 6/22/2004	6/22/2004	\$ 0.00
455	GenOn Energy Management, LLC	SOUTHERN CALIFORNIA EDISON	MASTER POWER PURCHASE AND SALE AGREEMENT CONFIRMATION LETTER DATED 10/9/2014	10/9/2014	
456	GenOn Energy Management, LLC	SOUTHERN CALIFORNIA EDISON	MASTER POWER PURCHASE AND SALE AGREEMENT CONFIRMATION LETTER DATED 10/9/2015	10/9/2015	
457	GenOn Energy Management, LLC	SOUTHERN CALIFORNIA EDISON	MASTER POWER PURCHASE AND SALE AGREEMENT CONFIRMATION LETTER DATED 12/17/2015	12/17/2015	
458	GenOn Energy Management, LLC	SOUTHERN CALIFORNIA EDISON	AMENDMENT NO. 1 - AMENDS CONFIRMATION LETTER DTD 12/17/2015	3/9/2016	
459	GenOn Energy Management, LLC	SOUTHERN CALIFORNIA EDISON	GUARANTY AGREEMENT DATED 12/3/2001	12/3/2001	\$ 0.00
460	GenOn Energy Management, LLC	SOUTHERN CALIFORNIA EDISON	CONFIDENTIALITY AGREEMENT DTD 8/8/2011	8/8/2011	\$ 0.00
461	GenOn Energy Management, LLC	SOUTHERN CALIFORNIA GAS COMPANY	BASE CONTRACT FOR SHORT-TERM SALE AND PURCHASE OF NATURAL GAS DTD 1/1/1998 - CONTRACT NUMBER: (PURCHASE) 2621 (SALE) 2622	1/1/1998	\$ 0.00
462	GenOn Energy Management, LLC	SOUTHERN CALIFORNIA GAS COMPANY	MASTER NETTING AGREEMENT	9/1/2000	
463	GenOn Energy Management, LLC	SOUTHERN CALIFORNIA GAS COMPANY	AMENDMENT - RE: BASE CONTRACT FOR SHORT-TERM SALE AND PURCHASE OF NATURAL GAS DTD 1/1/1998	6/30/2016	
464	GenOn Energy Management, LLC	SOUTHERN CALIFORNIA GAS COMPANY	MASTER SERVICES CONTRACT, SCHEDULE A - INTRASTATE TRANSMISSION SERVICE, TRANSPORTATION SERVICES ADDENDUM - ADDENDUM NO. 15600; ORDER CONTROL CODE: G103	1/1/2013	
465	GenOn Energy Management, LLC	SOUTHERN CALIFORNIA GAS COMPANY	MASTER SERVICES CONTRACT - MSC NO. 264530	1/20/2011	
466	GenOn Energy Management, LLC	SOUTHERN CALIFORNIA GAS COMPANY	MASTER SERVICES CONTRACT, SCHEDULE A - INTRASTATE TRANSMISSION SERVICE, TRANSPORTATION SERVICES ADDENDUM - ADDENDUM NO. 12747; ORDER CONTROL CODE: G103	2/1/2011	
467	GenOn Energy Management, LLC	SOUTHERN CALIFORNIA GAS COMPANY	MASTER SERVICES CONTRACT, SCHEDULE K - POOLING SERVICE AGREEMENT - MSC NO. 264530; ACCOUNT NO. 184-515-8984; CONTRACT NO. 273189	1/20/2011	

## GenOn Energy, Inc.

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
468	GenOn Energy Management, LLC	SOUTHERN CALIFORNIA GAS COMPANY	MASTER SERVICES CONTRACT, SCHEDULE A - INTRASTATE TRANSMISSION SERVICE, TRANSPORTATION SERVICES ADDENDUM - ADDENDUM NO. 15599; ORDER CONTROL CODE: G108	1/1/2013	
469	GenOn Energy Management, LLC	SOUTHERN CALIFORNIA GAS COMPANY	MASTER SERVICES CONTRACT, SCHEDULE A - INTRASTATE TRANSMISSION SERVICE, TRANSPORTATION SERVICES ADDENDUM - ORDER CONTROL CODE: G108	1/1/2013	
470	GenOn Energy Management, LLC	SOUTHERN CALIFORNIA GAS COMPANY	MASTER SERVICES CONTRACT, SCHEDULE A - INTRASTATE TRANSMISSION SERVICE - MSC NO. 264530; CONTRACT NO. 333201	10/1/2014	
471	GenOn Energy Management, LLC	SOUTHERN CALIFORNIA GAS COMPANY	MASTER SERVICES CONTRACT, SCHEDULE A - INTRASTATE TRANSMISSION SERVICE - MSC NO. 264530; CONTRACT NO. 264565	1/20/2011	
472	GenOn Energy Management, LLC	SOUTHERN CALIFORNIA GAS COMPANY	MASTER SERVICES CONTRACT, SCHEDULE A - INTRASTATE TRANSMISSION SERVICE - MSC NO. 264530; CONTRACT NO. 264564	1/20/2011	
473	GenOn Energy Management, LLC	SOUTHERN CALIFORNIA GAS COMPANY	MASTER SERVICES CONTRACT, SCHEDULE A - INTRASTATE TRANSMISSION SERVICE - MSC NO. 264530; CONTRACT NO. 264560; TRAN0345	1/20/2011	
474	GenOn Energy Management, LLC	SOUTHERN CALIFORNIA GAS COMPANY	MASTER SERVICES CONTRACT DTD 1/20/2011 - CONTRACT NO. 264530	2/1/2011	
475	GenOn Energy Management, LLC	SOUTHERN CALIFORNIA GAS COMPANY	MASTER SERVICES CONTRACT SCHEDULE K POOLING SERVICE AGREEMENT DTD 1/20/2011 - MSC NO. 264530 / CONTRACT NO. 273189	2/1/2011	
476	GenOn Energy Management, LLC	SOUTHERN CALIFORNIA GAS COMPANY	MASTER SERVICES CONTRACT SCHEDULE A INTRASTATE TRANSMISSION SERVICE DTD 10/1/2014 - MSC NO. 264530 / CONTRACT NO. 333201	10/1/2014	
477	GenOn Energy Management, LLC	SOUTHERN CALIFORNIA GAS COMPANY	MASTER SERVICES CONTRACT SCHEDULE A INTRASTATE TRANSMISSION SERVICE DTD 1/20/2011 - MSC NO. 264530 / CONTRACT NO. 264565	2/1/2011	
478	GenOn Energy Management, LLC	SOUTHERN CALIFORNIA GAS COMPANY	MASTER SERVICES CONTRACT SCHEDULE A INTRASTATE TRANSMISSION SERVICE DTD 1/20/2011 - MSC NO. 264530 / CONTRACT NO. 264564	2/1/2011	
479	GenOn Energy Management, LLC	SOUTHERN CALIFORNIA GAS COMPANY	MASTER SERVICES CONTRACT SCHEDULE A INTRASTATE TRANSMISSION SERVICE DTD 1/20/2011 - MSC NO. 264530 / CONTRACT NO. 264566	2/1/2011	
480	GenOn Energy Management, LLC	SOUTHWESTERN ENERGY COMPANY	GUARANTY AGREEMENT	11/1/2011	\$ 0.00
481	GenOn Energy Management, LLC	SPRAGUE ENERGY CORP	GUARANTY AGREEMENT	12/17/2013	\$ 0.00
482	GenOn Energy Management, LLC	STATOIL NATURAL GAS LLC	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 3/23/2005 - REFERENCE NO. 3300X041	3/23/2005	\$ 0.00
483	GenOn Energy Management, LLC	STATOIL NATURAL GAS LLC	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 3/23/2005	3/23/2005	
484	GenOn Energy Management, LLC	STATOIL NATURAL GAS LLC	GUARANTY AGREEMENT	1/1/2014	
485	GenOn Energy Management, LLC	SUMITOMO CORPORATION OF AMERICA	GUARANTY AGREEMENT	11/1/2011	\$ 0.00
486	GenOn Energy Management, LLC	SWN ENERGY SERVICES COMPANY, LLC	GUARANTY AGREEMENT	1/1/2014	\$ 0.00
487	GenOn Energy Management, LLC	TRINITY INDUSTRIES LEASING	TRINITY INDUSTRIES LEASING COMPANY RAILROAD CAR NET LEASE AGREEMENT	4/12/2010	\$ 0.00
488	GenOn Energy Management, LLC	TWIN EAGLE RESOURCE MANAGEMENT LLC	IECA DODD-FRANK ACT REPRESENTATIONS AND REPORTING AMENDING AGREEMENT DTD 4/4/2013 - AMENDMENT TO ISDA MASTER AGREEMENT DTD 8/3/2011	4/4/2013	\$ 0.00
489	GenOn Energy Management, LLC	TWIN EAGLE RESOURCE MANAGEMENT LLC	ISDA 2002 MASTER AGREEMENT DTD 8/3/2011	8/3/2011	
490	GenOn Energy Management, LLC	TWIN EAGLE RESOURCE MANAGEMENT LLC	GUARANTY AGREEMENT	1/1/2014	

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List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
491	GenOn Energy Management, LLC	UGI CENTRAL PENN GAS	RATE L SERVICE AGREEMENT	4/1/2011	\$ 0.00
492	GenOn Energy Management, LLC	UGI CENTRAL PENN GAS	RATE L SERVICE AGREEMENT DTD 4/1/2011 - ACCOUNT NO. 0730460-3	4/1/2011	
493	GenOn Energy Management, LLC	UGI CENTRAL PENN GAS	RATE L SERVICE AGREEMENT - ACCOUNT NO. 0730460	7/11/2012	
494	GenOn Energy Management, LLC	UNION PACIFIC RAILROAD COMPANY	CONFIDENTIAL RAIL TRANSPORTATION CONTRACT - CIX: UP-C-55922	1/1/2016	\$ 0.00
495	GenOn Energy Management, LLC	VIRGINIA POWER ENERGY MARKETING INC	GUARANTY AGREEMENT	2/1/2014	\$ 0.00
496	GenOn Energy Management, LLC	VITOL HOLDING B.V.	GUARANTY AGREEMENT	12/22/2011	\$ 0.00
497	GenOn Energy Management, LLC	WASHINGTON GAS ENERGY SERVICES INC	ISDA 2002 MASTER AGREEMENT DTD 4/20/2007	4/20/2007	\$ 0.00
498	GenOn Energy Management, LLC	WASHINGTON GAS ENERGY SERVICES INC	ISDA 2002 MASTER AGREEMENT DTD 12/14/2007; REF NO. 33002042	12/14/2007	
499	GenOn Energy Management, LLC	WGL ENERGY SERVICES, INC.	GUARANTY AGREEMENT	12/1/2013	\$ 0.00
500	GenOn Energy Management, LLC	WGL HOLDINGS, INC	GUARANTY AGREEMENT	5/3/2013	\$ 0.00
501	GenOn Energy Management, LLC	COLONIAL ENERGY INC	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 10/16/2009	10/16/2009	\$ 0.00
502	GenOn Energy Management, LLC	CORAL ENERGY HOLDING LP (FKA CORAL ENERGY LP)	AMENDMENT TO THE ISDA MASTER AGREEMENT DTD 2/20/2001 - AMENDMENT TO ISDA MASTER AGREEMENT DTD 11/21/1995	2/20/2001	\$ 0.00
503	GenOn Energy Management, LLC	CORAL ENERGY HOLDING LP (FKA CORAL ENERGY LP)	MASTER PURCHASE/SALE AGREEMENT - REFERENCE NO. 33002039	4/1/2003	
504	GenOn Energy Management, LLC	CORAL ENERGY HOLDING LP (FKA CORAL ENERGY LP)	MASTER PURCHASE/SALE AGREEMENT DTD 4/1/2003	4/1/2003	
505	GenOn Energy Management, LLC	CORAL ENERGY HOLDING LP (FKA CORAL ENERGY LP)	MASTER POWER PURCHASE AND SALE AGREEMENT DTD 5/2002	5/1/2002	
506	GenOn Energy Management, LLC	CREDIT SUISSE ENERGY LLC	NOVATION AGREEMENT DTD 10/13/2011 - TRANSFER TO 1992 ISDA MASTER AGREEMENT DTD 11/21/1995	10/13/2011	\$ 0.00
507	GenOn Energy Management, LLC	FORTIS BANK SA/NV	CONSENT, TERMINATION, RELEASE AND AMENDMENT AGREEMENT	4/1/2010	\$ 0.00
508	GenOn Energy Management, LLC	FORTIS BANK SA/NV	ISDA 2002 MASTER AGREEMENT DTD 3/19/2008 - REFERENCE NO. 330 2588	3/19/2008	
509	GenOn Energy Management, LLC	GUTMANN ENERGY INC	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 12/1/2013	12/1/2013	\$ 0.00
510	GenOn Energy Management, LLC	GUTMANN ENERGY INC	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 12/1/2013	12/2/2013	
511	GenOn Energy Management, LLC	GUTMANN ENERGY INC	AMENDMENT NO.4 TO TANK TRUCK FUEL OIL SUPPLY AGREEMENT DTD 11/22/2013 - AMENDMENT TO TANK TRUCK FUEL OIL SUPPLY AGREEMENT DTD 5/21/2008	11/22/2013	
512	GenOn Energy Management, LLC	GUTMANN ENERGY INC	AMENDMENT NO.5 TO TANK TRUCK FUEL OIL SUPPLY AGREEMENT DTD 10/8/2014 - AMENDMENT TO TANK TRUCK FUEL OIL SUPPLY AGREEMENT DTD 5/21/2008	10/8/2014	
513	GenOn Energy Management, LLC	MIRANT MID-ATLANTIC LLC	POWER SALE, FUEL SUPPLY AND SERVICES AGREEMENT DTD 1/1/2006	1/1/2006	\$ 0.00

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List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
514	GenOn Energy Management, LLC	MORGAN STANLEY & CO LLC	IECA AMENDMENT ADOPTING, INCORPORATING AND AMENDING THE ISDA AUGUST 2012 DF SUPPLEMENT DTD 1/15/2013 - AMENDMENT TO ISDA AUGUST 2012 DF SUPPLEMENT DTD 8/13/2012	1/15/2013	\$ 0.00
515	GenOn Energy Management, LLC	MORGAN STANLEY & CO LLC	IECA AMENDMENT ADOPTING, INCORPORATING AND AMENDING THE ISDA MARCH 2013 DF SUPPLEMENT DTD 6/24/13 - AMENDMENT TO ISDA MARCH 2013 DF SUPPLEMENT DTD 3/22/2013	6/24/2013	
516	GenOn Energy Management, LLC	MORGAN STANLEY & CO LLC	ISDA 2002 MASTER AGREEMENT DTD 5/10/2006	5/10/2006	
517	GenOn Energy Management, LLC	PPL ELECTRIC UTILITIES CORPORATION	IECA DODD-FRANK ACT REPRESENTATIONS AND REPORTING AMENDING AGREEMENT DTD 4/10/2013 - AMENDMENT TO ISDA MASTER AGREEMENT DTD 3/1/2007	4/10/2013	\$ 0.00
518	GenOn Energy Management, LLC	PPL ELECTRIC UTILITIES CORPORATION	ISDA 2002 MASTER AGREEMENT DTD 3/1/2007	3/1/2007	
519	GenOn Energy Management, LLC	SHELL ENERGY NORTH AMERICA (US) LP	IECA DODD-FRANK ACT REPRESENTATIONS AND REPORTING AMENDING AGREEMENT DTD 7/1/2013 - AMENDMENT TO ISDA MASTER AGREEMENT	7/1/2013	\$ 0.00
520	GenOn Energy Management, LLC	SHELL ENERGY NORTH AMERICA (US) LP	REGULATORY REPORTING OF HISTORICAL SWAPS AND SWAP DATA DTD 6/12/2013	6/12/2013	
521	GenOn Energy Management, LLC	SHELL ENERGY NORTH AMERICA (US) LP	NOVATION AGREEMENT DTD 10/13/2011 - TRANSFER TO 1992 ISDA MASTER AGREEMENT DTD 11/21/1995	10/13/2011	
522	GenOn Energy Management, LLC	SHELL ENERGY NORTH AMERICA (US) LP	2ND AMENDMENT TO ISDA MASTER AGREEMENT DTD 10/13/2011	10/13/2011	
523	GenOn Energy Management, LLC	SOUTHERN COMPANY ENERGY MARKETING L.P.	ASSIGNMENT AND ASSUMPTION AGREEMENT DTD 9/1/1997 - ASSIGNMENT TO ISDA MASTER AGREEMENT DTD 11/1/1995	9/1/1997	\$ 0.00
524	GenOn Energy Management, LLC	SOUTHERN COMPANY ENERGY MARKETING L.P.	BASE CONTRACT FOR SHORT-TERM SALE AND PURCHASE OF NATURAL GAS DTD 4/1/2001 - REFERENCE NO. 33002152	4/1/2000	
525	GenOn Energy Management, LLC	SOUTHERN COMPANY ENERGY MARKETING L.P.	BASE CONTRACT FOR SHORT-TERM SALE AND PURCHASE OF NATURAL GAS DTD 1/1/1998 - CONTRACT NUMBER: (PURCHASE) 2621 (SALE) 2622	1/1/1998	
526	GenOn Energy Management, LLC	SOUTHERN COMPANY ENERGY MARKETING L.P.	MASTER NETTING AGREEMENT	9/1/2000	
527	GenOn Energy Management, LLC	VASTAR GAS MARKETING INC	ASSIGNMENT AND ASSUMPTION AGREEMENT DTD 9/1/1997 - ASSIGNMENT TO ISDA MASTER AGREEMENT DTD 11/1/1995	9/1/1997	
528	GenOn Energy Management, LLC	TENNESSEE GAS PIPELINE COMPANY	GAS TRANSPORTATION AGREEMENT DTD 5/1/1996 - SERVICE PACKAGE NO. 14010	5/1/1996	\$ 0.00
529	GenOn Energy Management, LLC	VASTAR GAS MARKETING INC	BASE CONTRACT FOR SHORT-TERM SALE AND PURCHASE OF NATURAL GAS DTD 1/1/1997 - CONTRACT NUMBER: E-ENSERCO ENER-E-02	1/1/1997	\$ 0.00
530	GenOn Energy Management, LLC	VASTAR GAS MARKETING INC	BASE CONTRACT FOR SHORT-TERM SALE AND PURCHASE OF NATURAL GAS DTD 5/13/1996	5/13/1996	
531	GenOn Energy Management, LLC	VASTAR GAS MARKETING INC	ISDA MASTER AGREEMENT DTD 11/1/1995	11/1/1995	
532	GENON ENERGY MANAGEMENT LLC	VIRGINIA ELECTRIC & POWER COMPANY	BASE CONTRACT FOR SHORT-TERM SALE AND PURCHASE OF NATURAL GAS DTD 3/1/1998	3/1/1998	\$ 0.00
533	GenOn Energy Management, LLC	WASHINGTON DTDN GAS ENERGY SERVICES INC	IECA DODD-FRANK ACT REPRESENTATIONS AND REPORTING AMENDING AGREEMENT DTD 4/4/2013 - AMENDMENT TO ISDA MASTER AGREEMENT DTD 4/20/2007	4/4/2013	\$ 0.00
534	GenOn Energy Management, LLC	WASHINGTON DTDN GAS ENERGY SERVICES INC	IECA DODD-FRANK ACT REPRESENTATIONS AND REPORTING AMENDING AGREEMENT DTD 4/3/2013 - AMENDMENT TO ISDA MASTER AGREEMENT DTD 12/14/2007	4/3/2013	
535	GenOn Energy Management, LLC	AMOCO CORPORATION	ISDA MASTER AGREEMENT DTD 11/1/1995	11/1/1995	\$ 0.00

## GenOn Energy, Inc.

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
536	GenOn Energy Management, LLC	ENSERCO ENERGY INC	BASE CONTRACT FOR SHORT-TERM SALE AND PURCHASE OF NATURAL GAS DTD 1/1/1997 - CONTRACT NUMBER: E-ENSERCO ENER-E-02	1/1/1997	\$ 0.00
537	GenOn Energy Management, LLC	ENSERCO ENERGY INC	BASE CONTRACT FOR SHORT-TERM SALE AND PURCHASE OF NATURAL GAS DTD 5/13/1996	5/13/1996	
538	GenOn Energy Management, LLC	ICAP ENERGY LLC	CUSTOMER AGREEMENT FOR SEF COMMODITY TRANSACTIONS	10/31/2013	\$ 0.00
539	GenOn Energy Management, LLC	ICE DATA LP	PARTICIPANT AGREEMENT DTD 1/19/2017	1/19/2017	\$ 0.00
540	GenOn Energy Management, LLC	MERRILL LYNCH COMMODITIES INC	ISDA 2002 MASTER AGREEMENT DTD 8/17/2006; REF NO. 33002573	8/17/2006	\$ 0.00
541	GenOn Energy Management, LLC	O-N MINERALS (CHEMSTONE) COMPANY	LIMESTONE PRODUCT SUPPLY AGREEMENT DTD 3/27/2008	3/27/2008	\$ 0.00
542	GenOn Energy Management, LLC	O-N MINERALS (CHEMSTONE) COMPANY	FIRST AMENDMENT DTD 5/31/2016	5/31/2016	
543	GenOn Energy Management, LLC	VMAC ENERGY I LLC	ISDA 2002 MASTER AGREEMENT DTD 10/18/2007	10/18/2007	\$ 0.00
544	GenOn Energy Management, LLC	ALLIED OIL COMPANY	OIL SALES AGREEMENT DTD 1/1/1992	1/1/1992	\$ 0.00
545	GenOn Energy Management, LLC	ARCHER CONTINGENT ENERGY RISK	INSURANCE POLICY DTD 6/1/2017 - POLICY NO. 143597	6/1/2017	\$ 0.00
546	GenOn Energy Management, LLC	BALTIMORE TANK LINES INC.	TRANSPORTATION AGREEMENT DTD 4/1/2004	4/1/2004	\$ 0.00
547	GenOn Energy Management, LLC	BOSTON GAS COMPANY (DBA NATIONAL GRID)	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 10/16/2009 - REFERENCE NO. 33002021	10/16/2009	\$ 0.00
548	GenOn Energy Management, LLC	BOSTON GAS COMPANY (DBA NATIONAL GRID)	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 10/16/2009	10/16/2009	
549	GenOn Energy Management, LLC	BG ENERGY HOLDINGS LIMITED	GUARANTY AGREEMENT	10/31/2011	\$ 0.00
550	GenOn Energy Management, LLC	BG ENERGY HOLDINGS LIMITED	IECA DODD-FRANK ACT REPRESENTATIONS AND REPORTING AMENDING AGREEMENT DTD 8/15/2013	8/15/2013	
551	GenOn Energy Management, LLC	CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION	CONVERGENCE BIDDING ENTITY AGREEMENT DTD 11/1/2010	11/1/2010	\$ 0.00
552	GenOn Energy Management, LLC	CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION	SCHEDULING COORDINATOR AGREEMENT DTD 12/3/2012	12/3/2012	
553	GenOn Energy Management, LLC	BG GROUP PLACE	GUARANTY AGREEMENT	10/31/2011	\$ 0.00
554	GenOn Energy Management, LLC	CAPITOL ENERGY VENTURES CORP	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 12/1/2011	12/1/2011	\$ 0.00
555	GenOn Energy Management, LLC	CARGILL INC NATURAL GAS TRADING	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 3/1/2004 - REFERENCE NO. 33002023	3/1/2004	\$ 0.00
556	GenOn Energy Management, LLC	CARGILL INC NATURAL GAS TRADING	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 3/1/2004	3/1/2005	
557	GenOn Energy Management, LLC	CONCORD ENERGY LLC	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 8/15/2002 - REFERENCE NO. 336002290	8/15/2002	\$ 0.00
558	GenOn Energy Management, LLC	CONCORD ENERGY LLC	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 8/15/2002	8/15/2002	
559	GenOn Energy Management, LLC	CONSTELLATION ENERGY COMMODITIES GROUP INC.	AMENDMENT TO ISDA MASTER AGREEMENT DTD 9/18/2008	9/18/2008	\$ 0.00



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List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
560	GenOn Energy Management, LLC	CONSTELLATION ENERGY COMMODITIES GROUP INC.	THIRD AMENDMENT TO ISDA MASTER AGREEMENT DTD 3/21/2012 - RE: ISDA MASTER AGREEMENT DTD 3/5/2008	3/21/2012	
561	GenOn Energy Management, LLC	CONSTELLATION ENERGY COMMODITIES GROUP INC.	ISDA 2002 MASTER AGREEMENT DTD 3/5/2008	3/5/2008	
562	GenOn Energy Management, LLC	CONSTELLATION ENERGY COMMODITIES GROUP INC.	SCHEDULE TO THE 2002 MASTER AGREEMENT DTD 3/5/2008	3/5/2008	
563	GenOn Energy Management, LLC	CROWN PRODUCTS & SERVICES INC.	FREEZE CONDITIONING AGREEMENT	10/18/2016	\$ 0.00
564	GenOn Energy Management, LLC	DB ENERGY TRADING LLC	IECA AMENDMENT ADOPTING, INCORPORATING AND AMENDING THE ISDA MARCH 2013 DF SUPPLEMENT DTD 6/11/2013 - AMENDMENT TO ISDA MARCH 2013 DF SUPPLEMENT DTD 3/22/2013	6/11/2013	\$ 0.00
565	GenOn Energy Management, LLC	DB ENERGY TRADING LLC	IECA AMENDMENT ADOPTING, INCORPORATING AND AMENDING THE ISDA AUGUST 2012 DF SUPPLEMENT DTD 4/22/2013 - AMENDMENT TO ISDA AUGUST 2012 DF SUPPLEMENT DTD 8/13/2012	4/22/2013	
566	GenOn Energy Management, LLC	DB ENERGY TRADING LLC	ISDA 2002 MASTER AGREEMENT DTD 10/1/2011	10/1/2011	
567	GenOn Energy Management, LLC	DCP MIDSTREAM MARKETING LLC	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 6/1/2011	6/1/2011	\$ 0.00
568	GENON ENERGY MANAGEMENT LLC	DISTRIGAS OF MASSACHUSETTS LLC	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 11/2/2009	11/2/2009	\$ 0.00
569	GenOn Energy Management, LLC	DOMINION COVE POINT LNG LP	ASSIGNMENT OF CERTAIN SERVICES AGREEMENTS - TRAN0396; CONTRACT NO. ITS5010	2/1/2006	\$ 0.00
570	GenOn Energy Management, LLC	DOMINION TRANSMISSION INC	FORM OF SERVICE AGREEMENT APPLICABLE TO MARKET CENTER SERVICES UNDER RATE SCHEDULE MCS - TRAN0401; CONTRACT NO. MCS283	6/1/1999	\$ 0.00
571	GenOn Energy Management, LLC	DOMINION TRANSMISSION INC	FORM OF SERVICE AGREEMENT APPLICABLE TO MARKET CENTER SERVICES UNDER RATE SCHEDULE MCS DTD 6/1/1999 - CONTRACT NO. MCS283	6/1/1999	
572	GenOn Energy Management, LLC	EAGLE ENERGY PARTNERS I L.P.	ISDA 2002 MASTER AGREEMENT DTD 9/15/2009	9/15/2009	\$ 0.00
573	GenOn Energy Management, LLC	EAST FAIRFIELD COAL CO	MASTER TRUCK TRANSPORTATION AGREEMENT DTD 8/1/2011	8/1/2011	\$ 0.00
574	GenOn Energy Management, LLC	ENERGY AMERICA LLC	IECA DODD-FRANK ACT REPRESENTATIONS AND REPORTING AMENDING AGREEMENT DTD 4/1/2013 - AMENDMENT TO ISDA MASTER AGREEMENT DTD 9/24/2007	4/1/2013	\$ 0.00
575	GenOn Energy Management, LLC	ENERGY AMERICA LLC	MASTER POWER PURCHASE AND SALE AGREEMENT CONFIRMATION LETTER DTD 4/24/2017 - GOVERNED BY ISDA MASTER AGREEMENT DTD 9/24/2007; REF NO. 14051188; REF NO. 4056627	4/27/2017	
576	GenOn Energy Management, LLC	BNP PARIBAS	CONSENT, TERMINATION, RELEASE AND AMENDMENT AGREEMENT	4/1/2010	\$ 0.00
577	GenOn Energy Management, LLC	BNP PARIBAS	GUARANTY AGREEMENT	12/15/2013	
578	GenOn Energy Management, LLC	BNP PARIBAS	CONSENT, TERMINATION, RELEASE AND AMENDMENT AGREEMENT	4/1/2010	
579	GenOn Energy Management, LLC	BNP PARIBAS	IECA DODD-FRANK ACT REPRESENTATIONS AND REPORTING AGREEMENT DTD 4/16/2013 - AMENDMENT TO ISDA MASTER AGREEMENT DTD 3/19/2008	4/16/2013	
580	GenOn Energy Management, LLC	FEDERAL ENERGY REGULATORY COMMISSION	PENNSYLVANIA NEW JERSEY MARYLAND INTERCONNECTION DOCKETS NOS OA97-261-000 AND ER97-1082-000 - PENNSYLVANIA-NEW JERSEY-MARYLAND INTERCONNECTION AGREEMENT, AS REVISED DTD 12/31/1996	4/21/1997	\$ 0.00

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List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
581	GenOn Energy Management, LLC	FLEET TRANSIT INC	MASTER TRUCKING TRANSPORTATION AGREEMENT	3/15/2016	\$ 0.00
582	GenOn Energy Management, LLC	FLEET TRANSIT INC	MASTER TRUCKING TRANSPORTATION AGREEMENT DTD 3/15/2016	3/15/2016	
583	GenOn Energy Management, LLC	FLEET TRANSIT INC	MASTER TRUCKING TRANSPORTATION AGREEMENT DTD 3/15/3016	3/15/2016	
584	GenOn Energy Management, LLC	FPL ENERGY POWER MARKETING INC.	SECOND AMENDMENT TO 2002 ISDA MASTER AGREEMENT DTD 6/20/2008	6/20/2008	\$ 0.00
585	GenOn Energy Management, LLC	FPL ENERGY POWER MARKETING INC.	AMENDMENT TO ISDA 2002 MASTER AGREEMENT DTD 12/2/2005	10/1/2007	
586	GenOn Energy Management, LLC	FPL ENERGY POWER MARKETING INC.	ISDA 2002 MASTER AGREEMENT DTD 12/2/2005	12/2/2005	
587	GenOn Energy Management, LLC	GDF SUEZ GAS NA LLC	FIRST AMENDMENT - RE: BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS	5/1/2012	\$ 0.00
588	GenOn Energy Management, LLC	GDF SUEZ GAS NA LLC	FIRST AMENDMENT DTD 5/1/2012 - AMENDS BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 11/2/2009	5/1/2012	
589	GenOn Energy Management, LLC	HESS CORPORATION	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 4/20/2009 - REFERENCE NO. 33002032	4/20/2009	\$ 0.00
590	GenOn Energy Management, LLC	HESS CORPORATION	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 4/20/2009	4/20/2009	
591	GenOn Energy Management, LLC	HESS ENERGY MARKETING LLC	CONSENT AGREEMENTS FOR AGREEMENTS SPECIFIED ON SCHEDULE 1 - RE: BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS, DTD 4/20/2009	2/28/2014	\$ 0.00
592	GenOn Energy Management, LLC	HQ ENERGY SERVICES (US) INC	FIRST AMENDMENT TO THE MASTER AGREEMENT	3/12/2002	\$ 0.00
593	GenOn Energy Management, LLC	INTEGRYS ENERGY SERVICES INC.	IECA DODD-FRANK ACT REPRESENTATIONS AND REPORTING AMENDING AGREEMENT DTD 6/19/2013 - AMENDMENT TO ISDA MASTER AGREEMENT DTD 11/17/2008	6/19/2013	\$ 0.00
594	GenOn Energy Management, LLC	INTEGRYS ENERGY SERVICES INC.	ISDA 2002 MASTER AGREEMENT DTD 11/17/2008; REF NO. 33002591	11/17/2008	
595	GenOn Energy Management, LLC	ISLAND TRANSPORTATION CORP.	MASTER TRUCKING TRANSPORTATION AGREEMENT DTD 1/6/2011	1/6/2011	\$ 0.00
596	GenOn Energy Management, LLC	ISLAND TRANSPORTATION CORP.	AMENDMENT NO. 1 TO MASTER TRUCKING TRANSPORTATION AGREEMENT DTD 1/6/2012 - AMENDMENT TO MASTER TRUCKING TRANSPORTATION AGREEMENT DTD 1/6/2011	1/6/2012	
597	GenOn Energy Management, LLC	ISLAND TRANSPORTATION CORP.	AMENDMENT NO. 2 TO MASTER TRUCKING TRANSPORTATION AGREEMENT DTD 1/6/2014 - AMENDMENT TO MASTER TRUCKING TRANSPORTATION AGREEMENT DTD 1/6/2011	1/6/2014	
598	GenOn Energy Management, LLC	ISLAND TRANSPORTATION CORP.	AMENDMENT NO. 3 TO MASTER TRUCKING TRANSPORTATION AGREEMENT DTD 1/6/2016 - AMENDMENT TO MASTER TRUCKING TRANSPORTATION AGREEMENT DTD 1/6/2011	1/6/2016	
599	GenOn Energy Management, LLC	KEYSPAN GAS EAST CORPORATION (DBA NATIONAL GRID)	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 10/16/2009 - REFERENCE NO. 33002303	10/16/2009	\$ 0.00
600	GenOn Energy Management, LLC	KEYSPAN GAS EAST CORPORATION (DBA NATIONAL GRID)	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 10/16/2009	10/16/2009	
601	GenOn Energy Management, LLC	KINDER MORGAN PIPELINES	DIRECT ACCESS REQUEST TRACKING ("DART") SYSTEM LICENSE AGREEMENT	10/14/2013	\$ 0.00
602	GenOn Energy Management, LLC	KINDER MORGAN PIPELINES	SYSTEM LICENSE AGREEMENT	10/14/2013	

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List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
603	GenOn Energy Management, LLC	BP CORP NORTH AMERICA INC., AS AGENT	FIRST AMENDMENT TO GUARANTY DTD 5/23/2017 - AMENDS GUARANTY DTD 3/17/2016	5/23/2017	\$ 0.00
604	GenOn Energy Management, LLC	BP CORP NORTH AMERICA INC., AS AGENT	IECA AMENDMENT ADOPTING, INCORPORATING AND AMENDING THE ISDA AUGUST 2012 DF SUPPLEMENT DTD 6/21/2016 - AMENDMENT TO ISDA AUGUST 2012 DF SUPPLEMENT DTD 8/13/2012	6/21/2016	
605	GenOn Energy Management, LLC	BP CORP NORTH AMERICA INC., AS AGENT	IECA AMENDMENT ADOPTING, INCORPORATING AND AMENDING THE ISDA AUGUST 2013 DF SUPPLEMENT DTD 6/21/2016 - AMENDMENT TO ISDA MARCH 2013 DF SUPPLEMENT DTD 3/22/2013	6/21/2016	
606	GenOn Energy Management, LLC	BP CORP NORTH AMERICA INC., AS AGENT	ISDA AMENDMENT DTD 7/22/16 - AMENDMENT TO ISDA MASTER AGREEMENT DTD 6/21/2016	7/22/2016	
607	GenOn Energy Management, LLC	BP CORP NORTH AMERICA INC., AS AGENT	ISDA 2002 MASTER AGREEMENT DTD 6/21/2016	6/21/2016	
608	GenOn Energy Management, LLC	BP CORP NORTH AMERICA INC., AS AGENT	CFTC IM SEGREGATION RIGHT NOTICE	1/13/2017	
609	GenOn Energy Management, LLC	BP CORP NORTH AMERICA INC., AS AGENT	CONFIDENTIALITY AGREEMENT DTD 2/29/2016	2/29/2016	
610	GenOn Energy Management, LLC	BP CORP NORTH AMERICA INC., AS AGENT	GUARANTY AGREEMENT	6/21/2016	
611	GenOn Energy Management, LLC	LONG ISLAND LIGHTING COMPANY (DBA LIPA)	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 6/1/2002 - REFERENCE NO. 33002268	6/1/2002	\$ 0.00
612	GenOn Energy Management, LLC	LONG ISLAND LIGHTING COMPANY (DBA LIPA)	AMENDMENT TO BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD JUNE 1, 2002	3/1/2012	
613	GenOn Energy Management, LLC	LONG ISLAND LIGHTING COMPANY (DBA LIPA)	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 6/1/2002	6/1/2002	
614	GenOn Energy Management, LLC	LONG ISLAND LIGHTING COMPANY (DBA LIPA)	AMENDMENT TO BASE CONTRACT - AMENDS CONTRACT DTD 6/1/2002	3/1/2012	
615	GenOn Energy Management, LLC	MCELROY COAL COMPANY	FIFTH AMENDMENT - AMENDMENT TO MASTER COAL PURCHASE AND SALE AGREEMENT DTD 12/17/2002	12/15/2016	\$ 0.00
616	GenOn Energy Management, LLC	MIDWEST INDEPENDENT TRANSMISSION SYSTEM OPERATOR INC	MARKET PARTICIPANT AGREEMENT DTD 1/31/2006 - SERVICE AGREEMENT NO. 7218	3/1/2005	\$ 0.00
617	GenOn Energy Management, LLC	MIDWEST INDEPENDENT TRANSMISSION SYSTEM OPERATOR INC	UNIVERSAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT DTD 6/28/2011	7/1/2011	
618	GenOn Energy Management, LLC	MIDWEST INDEPENDENT TRANSMISSION SYSTEM OPERATOR INC	APPENDIX A TO UNIVERSAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT DTD 4/1/2013	4/1/2013	
619	GenOn Energy Management, LLC	MIDWEST INDEPENDENT TRANSMISSION SYSTEM OPERATOR INC	MARKET PARTICIPANT AGREEMENT DTD 1/31/2006 - ORIGINAL SERVICE AGREEMENT NO. 7218	1/31/2006	
620	GenOn Energy Management, LLC	MILLENNIUM PIPELINE COMPANY LLC	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 11/6/2008 - REFERENCE NO. 33002302	11/6/2008	\$ 0.00
621	GenOn Energy Management, LLC	MILLENNIUM PIPELINE COMPANY LLC	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 11/6/2008	11/6/2008	
622	GenOn Energy Management, LLC	MIRANT BOWLINE LLC / MIRANT LOVETT LLC / MIRANT NY-GEN LLC	POWER SALE, FUEL SUPPLY AND SERVICES AGREEMENT DTD 1/3/2006	1/3/2006	\$ 0.00
623	GenOn Energy Management, LLC	MIRANT CHALK POINT LLC	POWER SALE, FUEL SUPPLY AND SERVICES AGREEMENT DTD 1/3/2006	1/3/2006	\$ 0.00
624	GenOn Energy Management, LLC	MIRANT DELTA LLC / MIRANT POTRERO LLC	POWER SALE, FUEL SUPPLY AND SERVICES AGREEMENT DTD 1/3/2006	1/3/2006	\$ 0.00
625	GenOn Energy Management, LLC	NATIONAL ENERGY & TRADE LP	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 7/19/2012	7/19/2012	\$ 0.00
626	GenOn Energy Management, LLC	NATURAL GAS PIPELINE COMPANY OF AMERICA LLC	TRANSPORTATION RATE SCHEDULE IBS AGREEMENT DATED OCTOBER 18, 2011 - TRAN0424; CONTRACT NO. 140395	11/1/2011	\$ 0.00

## GenOn Energy, Inc.

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
627	GenOn Energy Management, LLC	NATURAL GAS PIPELINE COMPANY OF AMERICA LLC	AMENDMENT NO. 1 DATED OCTOBER 31, 2011 TO AGREEMENT DATED OCTOBER 18, 2011 - TRAN0424; CONTRACT NO. 140395	11/1/2011	
628	GenOn Energy Management, LLC	NATURAL GAS PIPELINE COMPANY OF AMERICA LLC	TRANSPORTATION RATE SCHEDULE AGREEMENT DATED OCTOBER 20, 2011 - TRAN0430; CONTRACT NO. 140403	11/1/2011	
629	GenOn Energy Management, LLC	NATURAL GAS PIPELINE COMPANY OF AMERICA LLC	RATE SCHEDULE IBS AGREEMENT DTD 10/18/2011 - CONTRACT NO. 140395	11/1/2011	
630	GenOn Energy Management, LLC	NATURAL GAS PIPELINE COMPANY OF AMERICA LLC	TRANSPORTATION RATE SCHEDULE IBS AMENDMENT NO 1 DTD 10/31/2011 - CONTRACT NO. 140395 / AMENDS AGREEMENT DTD 10/18/2011	11/1/2011	
631	GenOn Energy Management, LLC	NATURAL GAS PIPELINE COMPANY OF AMERICA LLC	TRANSPORTATION RATE SCHEDULE ITS AGREEMENT DTD 10/20/2011 - CONTRACT NO. 140403	11/1/2011	
632	GenOn Energy Management, LLC	NEW JERSEY NATURAL GAS COMPANY	SERVICE AGREEMENT AND LEASE DTD 5/1/1979	5/1/1979	\$ 0.00
633	GenOn Energy Management, LLC	NJR ENERGY SERVICES COMPANY	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 5/1/2008	5/1/2008	\$ 0.00
634	GenOn Energy Management, LLC	NORAM ENERGY SERVICES INC	BASE CONTRACT FOR SHORT-TERM SALE AND PURCHASE OF NATURAL GAS DTD 3/1/1998	3/1/1998	\$ 0.00
635	GenOn Energy Management, LLC	NORAM ENERGY SERVICES INC	GAS TRANSPORTATION AGREEMENT DTD 5/1/1996 - SERVICE PACKAGE NO. 14010	5/1/1996	
636	GenOn Energy Management, LLC	NORFOLK SOUTHERN RAILWAY COMPANY	CONFIDENTIAL RAIL TRANSPORTATION CONTRACT - CIX: UP-C-55922	1/1/2016	\$ 0.00
637	GenOn Energy Management, LLC	BROOKFIELD ASSET MANAGEMENT INC	GUARANTY AGREEMENT	4/20/2012	\$ 0.00
638	GenOn Energy Management, LLC	BROOKFIELD ASSET MANAGEMENT INC	IECA DODD-FRANK ACT REPRESENTATIONS AND REPORTING AMENDING AGREEMENT DTD 4/2/2013 - AMENDMENT TO ISDA MASTER AGREEMENT DTD 4/18/2012	4/2/2013	
639	GenOn Energy Management, LLC	BROOKFIELD ASSET MANAGEMENT INC	ISDA 2002 MASTER AGREEMENT DTD 4/18/2012	4/24/2012	
640	GenOn Energy Management, LLC	BROOKFIELD ASSET MANAGEMENT INC	ISDA SCHEDULED TO THE 2002 MASTER AGREEMENT DTD 4/18/2012	4/18/2012	
641	GenOn Energy Management, LLC	R. M. PACKER COMPANY INC.	FUEL OIL AGREEMENT DTD 5/22/2014	5/22/2014	\$ 0.00
642	GenOn Energy Management, LLC	REM HAULING INC	MASTER TRUCKING TRANSPORTATION AGREEMENT DTD 4/21/2011	4/21/2011	\$ 0.00
643	GenOn Energy Management, LLC	REM HAULING INC	AMENDMENT NO. 1 TO MASTER TRUCKING TRANSPORTATION AGREEMENT - DATED 4/21/2011	5/1/2011	
644	GenOn Energy Management, LLC	REPSOL ENERGY NORTH AMERICA CORPORATION	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 3/15/2012	3/15/2012	\$ 0.00
645	GenOn Energy Management, LLC	RRI ENERGY WHOLESALE GENERATION LLC	POWER SALE, FUEL SUPPLY AND SERVICES AGREEMENT DTD 12/2/2010 - MULTI026	12/2/2010	\$ 0.00
646	GenOn Energy Management, LLC	SEMPRA GAS & POWER MARKETING LLC	MASTER POWER PURCHASE AND SALE AGREEMENT CONFIRMATION LETTER DTD 5/3/2017	5/3/2017	\$ 0.00
647	GenOn Energy Management, LLC	SEQUENT ENERGY MANAGEMENT LP	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 8/1/2003 - REFERENCE NO. 33002038	8/1/2003	\$ 0.00
648	GenOn Energy Management, LLC	SEQUENT ENERGY MANAGEMENT LP	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 8/1/2003	8/1/2003	
649	GenOn Energy Management, LLC	SOUTHERN MARYLAND ELECTRIC COOPERATIVE INC	MASTER POWER PURCHASE AND SALE AGREEMENT DTD 2/26/2009	2/26/2009	\$ 0.00
650	GenOn Energy Management, LLC	SOUTHERN MARYLAND ELECTRIC COOPERATIVE INC	DODD-FRANK ACT REPRESENTATIONS AND REPORTING AMENDING AGREEMENT	11/11/2014	

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List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
651	GenOn Energy Management, LLC	STRATEGIC ENERGY L.L.C.	ISDA 2002 MASTER AGREEMENT DTD 9/24/2007	9/24/2007	\$ 0.00
652	GenOn Energy Management, LLC	TENASKA MARKETING VENTURES	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 9/1/2011	9/1/2011	\$ 0.00
653	GenOn Energy Management, LLC	TEXLA ENERGY MANAGEMENT INC	ASSIGNMENT AGREEMENT - REFERENCE NO. 33002719	11/1/2011	\$ 0.00
654	GenOn Energy Management, LLC	BROOKLYN UNION GAS COMPANY, THE (DBA NATIONAL GRID NY)	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 10/16/2009	10/16/2009	\$ 0.00
655	GenOn Energy Management, LLC	BROOKLYN UNION GAS COMPANY, THE (DBA NATIONAL GRID NY)	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 10/16/2009 - REFERENCE NO. 33002298	10/16/2009	
656	GenOn Energy Management, LLC	NARRAGANSETT ELECTRIC COMPANY, THE (DBA NATIONAL GRID)	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 10/16/2009	10/16/2009	\$ 0.00
657	GenOn Energy Management, LLC	NARRAGANSETT ELECTRIC COMPANY, THE (DBA NATIONAL GRID)	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 10/16/2009	10/16/2009	
658	GenOn Energy Management, LLC	TRADITION SEF INC	APPROVAL AS A PARTICIPANT DTD 11/7/2013	11/7/2013	\$ 0.00
659	GenOn Energy Management, LLC	VICTO DTDRIA INTERNATIONAL LTD	IECA DODD-FRANK ACT REPRESENTATIONS AND REPORTING AMENDING AGREEMENT DTD 4/3/2013 - AMENDMENT TO ISDA MASTER AGREEMENT DTD 6/5/2008	4/3/2013	\$ 0.00
660	GenOn Energy Management, LLC	VICTORIA INTERNATIONAL LTD	ISDA 2002 MASTER AGREEMENT DTD 6/5/2008	6/5/2008	\$ 0.00
661	GenOn Energy Management, LLC	VITOL INC	BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS DTD 10/1/2011	10/1/2011	\$ 0.00
662	GenOn Energy Management, LLC	WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY	ISDA 2002 MASTER AGREEMENT DTD 9/24/2009	9/24/2009	\$ 0.00
663	GenOn Energy Management, LLC	WHEELING & LAKE ERIE RAILWAY	AMENDMENT 4 TO WE NON-SIGNATORY CONTRACT 1116	1/1/2014	\$ 0.00
664	GenOn Energy Management, LLC	WHEELING & LAKE ERIE RAILWAY	AMENDMENT 5 TO WE NON-SIGNATORY CONTRACT 1116	2/1/2014	
665	GenOn Energy Management, LLC	WHEELING & LAKE ERIE RAILWAY	AMENDMENT 6A TO WE NON-SIGNATORY CONTRACT 1116	1/1/2015	
666	GenOn Energy Management, LLC	WHEELING & LAKE ERIE RAILWAY	AMENDMENT 7 TO WE NON-SIGNATORY CONTRACT 1116	1/1/2016	
667	GenOn Energy Management, LLC	WHEELING & LAKE ERIE RAILWAY	AMENDMENT 8 TO WE NON-SIGNATORY CONTRACT 1116	1/1/2017	
668	GenOn Energy Management, LLC	CALPINE CORPORATION	GUARANTY AGREEMENT	12/1/2014	\$ 0.00
669	GenOn Energy Management, LLC	CAPACITY MARKETS PARTNERS LLC	GUARANTY AGREEMENT	6/30/2014	\$ 0.00
670	GenOn Energy Management, LLC	CASTLETON COMMODITIES MERCHANT	GUARANTY AGREEMENT	1/1/2014	\$ 0.00
671	GenOn Energy Management, LLC	CENTERPOINT ENERGY GAS RESOURCES CORP	GUARANTY AGREEMENT	1/1/2014	\$ 0.00
672	GenOn Energy Management, LLC	CENTRICA PLC	GUARANTY AGREEMENT	2/28/2014	\$ 0.00
673	GenOn Energy Management, LLC	CITIGROUP ENERGY INC.	ISDA 2002 MASTER AGREEMENT DTD 7/17/2012	7/17/2012	\$ 0.00
674	GenOn Energy Management, LLC	CITIGROUP ENERGY INC.	IECA AMENDMENT ADOPTING, INCORPORATING AND AMENDING THE ISDA MARCH 2013 DF SUPPLEMENT DTD 6/11/2013 - AMENDMENT TO ISDA MARCH 2013 DF SUPPLEMENT DTD 3/22/2013	6/11/2013	

## GenOn Energy, Inc.

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
675	GenOn Energy Management, LLC	CITIGROUP ENERGY INC.	IECA AMENDMENT ADOPTING, INCORPORATING AND AMENDING THE ISDA AUGUST 2012 DF SUPPLEMENT DTD 2/21/2013 - AMENDMENT TO ISDA AUGUST 2012 DF SUPPLEMENT DTD 8/13/2012	2/21/2013	
676	GenOn Energy Management, LLC	COLONA TRANSFER LP	LETTER AGREEMENT DTD 1/27/2014	1/27/2014	\$ 0.00
677	GenOn Energy Management, LLC	COLONA TRANSFER LP	MASTER AGREEMENT DTD 3/1/2014	3/1/2014	
678	GenOn Energy Management, LLC	COLONA TRANSFER LP	MASTER AGREEMENT DTD 11/1/2011	11/1/2011	
679	GenOn Energy Management, LLC	COMMERCE ENERGY INC	GUARANTY AGREEMENT	2/15/2006	\$ 0.00
680	GenOn Energy Management, LLC	CONOCO INC	RENEWABLE ENERGY CERTIFICATES ANNEX TO THE EEI MASTER POWER PURCHASE & SALE AGREEMENT - ANNEX	11/4/2010	\$ 0.00
681	GenOn Energy Management, LLC	CONOCO INC	LETTER AGREEMENT DTD 8/26/2013	9/12/2013	
682	GenOn Energy Management, LLC	CONOCO INC	AMENDED AND RESTATED LETTER AGREEMENT DTD 12/9/2014 - AMENDS LETTER AGREEMENT DTD 8/26/2013	12/15/2014	
683	GenOn Energy Management, LLC	CONOCO INC	GUARANTY AGREEMENT	1/1/2014	
684	GenOn Energy Management, LLC	CONSOL COAL	GUARANTY AGREEMENT	1/1/2014	\$ 0.00
685	GenOn Energy Management, LLC	CONSOL COAL	COAL PURCHASE AND SALE AGREEMENT DTD 6/25/2014 - NRG REF NO. C50001	6/25/2014	
686	GenOn Energy Management, LLC	CONSOL COAL	FIRST AMENDMENT TO COAL PURCHASE AND SALE AGREEMENT - AGREEMENT DTD 6/25/2014; NRG REF NO. C50001	3/1/2016	
687	GenOn Energy Management, LLC	CONSOL COAL	GUARANTY AGREEMENT	1/1/2014	
688	GenOn Energy Management, LLC	CONSOL COAL	FIFTH AMENDMENT - RE: MASTER COAL PURCHASE AND SALE AGREEMENT DTD 12/17/2002	12/15/2016	
689	GenOn Energy Management, LLC	CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.	BASE CONTRACT FOR SHORT-TERM SALE AND PURCHASE OF NATURAL GAS DTD 4/1/2001 - REFERENCE NO. 33002152	4/1/2000	\$ 0.00
690	GenOn Energy Management, LLC	CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.	ISDA MASTER AGREEMENT DTD 6/7/2004	6/7/2004	
691	GenOn Energy Management, LLC	CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.	IECA DODD-FRANK ACT REPRESENTATIONS AND REPORTING AMENDING AGREEMENT DTD 4/4/2013 - AMENDMENT TO ISDA MASTER AGREEMENT DTD 10/16/2006	4/4/2013	
692	GenOn Energy Management, LLC	CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.	MASTER POWER PURCHASE AND SALE AGREEMENT DTD 9/6/2005	9/6/2005	
693	GenOn Energy Management, LLC	CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.	GUARANTY AGREEMENT	2/15/2015	
694	GenOn Energy, Inc.	CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.	GUARANTY AGREEMENT	2/9/2015	
695	GenOn Energy Management, LLC	AGL RESOURCES INC	GUARANTY AGREEMENT	6/15/2014	\$ 0.00
696	GenOn Energy Management, LLC	CONTURA COAL SALES LLC	AMENDMENT NO.2 TO COAL TRANSACTION CONFIRMATION DTD 11/4/16 - AMENDMENT TO COAL TRANSACTION CONFIRMATION DTD 9/2/2014; TRADE ID NO. C50039	11/4/2016	\$ 0.00
697	GenOn Energy Management, LLC	CSX	RAILROAD TRANSPORTATION CONTRACT DTD 1/1/2005 - AGREEMENT NO. CSXT-C-85950	1/1/2015	\$ 0.00

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List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
698	GenOn Energy Management, LLC	DEUTSCHE BANK AG	NOVATION AND TERMINATION AGREEMENT DTD 11/1/2011	11/1/2011	\$ 0.00
699	GenOn Energy Management, LLC	DIRECT ENERGY BUSINESS L.L.C. (ASSIGNOR) / ENERGY AMERICA LLC (ASSIGNEE)	ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT DTD 6/1/2009	6/1/2009	\$ 0.00
700	GenOn Energy Management, LLC	DIRECT ENERGY BUSINESS L.L.C. (ASSIGNOR) / ENERGY AMERICA LLC (ASSIGNEE)	GUARANTY AGREEMENT	1/15/2015	
701	GenOn Energy Management, LLC	DOMINION ENERGY GENERATION MARKETING INC	GUARANTY AGREEMENT	2/1/2014	\$ 0.00
702	GenOn Energy Management, LLC	DTE ENERGY COMPANY	ISDA 2002 MASTER AGREEMENT DTD 9/3/2004	9/3/2004	\$ 0.00
703	GenOn Energy Management, LLC	DTE ENERGY COMPANY	MASTER POWER PURCHASE AND SALE AGREEMENT DTD 9/3/2004	9/3/2004	
704	GenOn Energy Management, LLC	DTE ENERGY COMPANY	DODD-FRANK REPORTING PARTY AGREEMENT AND QUESTIONNAIRE DTD 3/20/2013	4/8/2013	
705	GenOn Energy Management, LLC	EDF TRADING LIMITED	GUARANTY AGREEMENT	7/23/2012	\$ 0.00
706	GenOn Energy Management, LLC	EDF TRADING LIMITED	AMENDMENT NO. 1 TO THE ISDA MASTER AGREEMENT DTD 6/25/2012 - RE: ISDA MASTER AGREEMENT DTD 9/15/2009	6/25/2012	
707	GenOn Energy Management, LLC	EDF TRADING LIMITED	SECOND AMENDMENT TO ISDA MASTER AGREEMENT DTD 6/15/2013 - RE: ISDA MASTER AGREEMENT DTD 9/15/2009	6/15/2013	
708	GenOn Energy Management, LLC	EDF TRADING LIMITED	MASTER POWER PURCHASE AND SALE AGREEMENT CONFIRMATION LETTER DTD 5/31/2017 - GOVERNED BY ISDA MASTER AGREEMENT DTD 9/15/2009; REF NO. 14192050	5/31/2017	
709	GenOn Energy Management, LLC	EDF TRADING LIMITED	MASTER POWER PURCHASE AND SALE AGREEMENT CONFIRMATION LETTER DTD 5/31/2017 - GOVERNED BY ISDA MASTER AGREEMENT DTD 9/15/2009	5/31/2017	
710	GenOn Energy Management, LLC	EDF TRADING LIMITED	MASTER POWER PURCHASE AND SALE AGREEMENT CONFIRMATION LETTER DTD 4/12/2017 - GOVERNED BY ISDA MASTER AGREEMENT DTD 9/15/2009	4/12/2017	
711	GenOn Energy Management, LLC	EDF TRADING LIMITED	ALLOCATION OF DODD FRANK REPORTING OBLIGATIONS DTD 3/8/2013	3/8/2013	
712	GenOn Energy, Inc.	EDF TRADING LIMITED	GUARANTY AGREEMENT DTD 12/1/2013	12/1/2013	
713	GenOn Energy Management, LLC	ENERWISE GLOBAL TECHNOLOGIES INC (DBA CPOWER)	GUARANTY AGREEMENT	5/27/2016	\$ 0.00
714	GenOn Energy Management, LLC	EXELON CORPORATION	FOURTH AMENDMENT TO ISDA MASTER AGREEMENT DTD 4/7/2014 - AMENDMENT TO ISDA MASTER AGREEMENT DTD 3/5/2008	4/7/2014	\$ 0.00
715	GenOn Energy Management, LLC	EXELON CORPORATION	DODD-FRANK REPORTING PARTY AGREEMENT AND QUESTIONNAIRE DTD 3/21/2013	3/21/2013	
716	GenOn Energy Management, LLC	EXELON CORPORATION	DODD-FRANK REPORTING PARTY AGREEMENT AND QUESTIONNAIRE DTD 3/25/2013	3/25/2013	
717	GenOn Energy Management, LLC	EXELON CORPORATION	GUARANTY AGREEMENT	12/20/2013	
718	GenOn Energy Management, LLC	FREEPOINT COMMODITIES LLC	GUARANTY AGREEMENT	9/9/2015	\$ 0.00
719	GenOn Energy Management, LLC	FREEPOINT COMMODITIES LLC	GUARANTY AGREEMENT	9/3/2014	

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List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
720	GenOn Energy Management, LLC	GENON FLORIDA LP	AMENDMENT TO POWER SALE, FUEL SUPPLY AND SERVICES AGREEMENT DTD 1/13/2012 - AMENDMENT DO POWER SALE, FUEL SUPPLY AND SERVICES AGREEMENT DTD 12/2/2010	1/13/2012	\$ 0.00
721	GenOn Energy Management, LLC	GENON POWER MIDWEST LP	NOVATION AGREEMENT DTD 2/7/2011	4/1/2011	\$ 0.00
722	GenOn Energy Management, LLC	GEORGE E WARREN CORPORATION	GENERAL TERMS AND CONDITIONS FOR THE PURCHASE AND SALE OF PETROLEUM PRODUCTS - NON-EXECUTED TERMS AND CONDITIONS		\$ 0.00
723	GenOn Energy Management, LLC	HOPEDALE MINING LLC	GUARANTY AGREEMENT	2/1/2015	\$ 0.00
724	GenOn Energy Management, LLC	ALPHA COAL SALES CO LLC	AMENDMENT NO.1 TO COAL TRANSACTION CONFIRMATION DTD 7/1/16 - AMENDMENT TO COAL TRANSACTION CONFIRMATION DTD 9/2/2014; TRADE ID NO. C50039	7/1/2016	\$ 0.00
725	GenOn Energy Management, LLC	ALPHA COAL SALES CO LLC	GUARANTY AGREEMENT	6/20/2013	
726	GenOn Energy Management, LLC	J.P. MORGAN VENTURES ENERGY CORPORATION	IECA AMENDMENT ADOPTING, INCORPORATING AND AMENDING THE ISDA MARCH 2013 DF SUPPLEMENT DTD 6/25/2013 - AMENDMENT TO ISDA MARCH 2013 DF SUPPLEMENT DTD 3/22/2013	6/25/2013	\$ 0.00
727	GenOn Energy Management, LLC	J.P. MORGAN VENTURES ENERGY CORPORATION	IECA AMENDMENT ADOPTING, INCORPORATING AND AMENDING THE ISDA AUGUST 2012 DF SUPPLEMENT DTD 2/15/2013 - AMENDMENT TO ISDA AUGUST 2012 DF SUPPLEMENT DTD 8/13/2012	2/15/2013	
728	GenOn Energy Management, LLC	J.P. MORGAN VENTURES ENERGY CORPORATION	ISDA 2002 MASTER AGREEMENT DTD 4/12/2007	4/12/2007	
729	GenOn Energy Management, LLC	J.P. MORGAN VENTURES ENERGY CORPORATION	GUARANTY AGREEMENT	1/1/2014	
730	GenOn Energy Management, LLC	JERSEY CENTRAL POWER & LIGHT COMPANY	SERVICE AGREEMENT AND LEASE DTD 5/1/1979	5/1/1979	\$ 0.00
731	GenOn Energy Management, LLC	JP MORGAN CHASE BANK	GUARANTY AGREEMENT	5/8/2013	\$ 0.00
732	GenOn Energy, Inc.	JP MORGAN CHASE BANK	GUARANTY AGREEMENT	5/8/2013	
733	GenOn Energy Management, LLC	JP MORGAN CHASE BANK	EXCHANGE REGULATIONS DTD 8/10/2005	8/10/2005	
734	GenOn Energy Management, LLC	JUST ENERGY GROUP INC	GUARANTY AGREEMENT	3/7/2011	\$ 0.00
735	GenOn Energy Management, LLC	AMERICAN ENERGY CORPORATION	GUARANTY AGREEMENT	12/18/2013	\$ 0.00
736	GenOn Energy Services, LLC	International Brotherhood of Electrical Workers Local 1900	MEMORANDUM OF AGREEMENT DTD 3/27/2015	3/27/2015	\$ 0.00
737	GenOn Energy Services, LLC	IBEW Local 29	COLLECTIVE BARGAINING AGREEMENT DTD 10/1/2014	10/1/2014	\$ 0.00
738	GenOn Energy Services, LLC	LOCAL 459-16-109-KEYSTONE	MOBILE MAINTENANCE AGREEMENT	5/15/2014	\$ 0.00
739	GenOn Energy Services, LLC	LOCAL 459-16-109-KEYSTONE	AGREEMENT DTD 5/15/2014	5/15/2014	
740	GenOn Energy Services, LLC	US SECURITY ASSOCAITES INC	MASTER SERVICE AGREEMENT DTD 7/1/2009	7/1/2009	\$ 0.00
741	GenOn Energy Services, LLC	US SECURITY ASSOCAITES INC	MASTER SERVICE AGREEMENT DTD 7/1/2009	7/1/2009	
742	GenOn Energy Services, LLC	US SECURITY ASSOCAITES INC	SECURITY GUARD SERVICES CONTRACT DTD 7/20/2012 - CONTRACT NO. 4600021915	7/20/2012	



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List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
743	GenOn Energy Services, LLC	WASTE MANAGEMENT	SERVICES AGREEMENT - CONTRACT NO. 4600023010	5/12/2014	\$ 0.00
744	GenOn Energy Services, LLC	WASTE MANAGEMENT	SERVICES AGREEMENT - CONTRACT NO.: 4600023010	5/12/2014	
745	GenOn Energy Services, LLC	LOCAL UNION NO. 1245 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS	COLLECTIVE BARGAINING AGREEMENT DTD 11/1/2013	11/1/2013	\$ 0.00
746	GenOn Energy Services, LLC	LOCAL UNION NO. 369 OF THE UTILITY WORKERS UNION OF AMERICA (AFFILIATED WITH AFL-CIO)	PREAMBLE AGREEMENT DTD 10/31/2014	10/31/2014	\$ 0.00
747	GenOn Energy Services, LLC	LOCAL UNION NO. 47 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (AFFILIATED WITH AFL-CIO)	AGREEMENT DTD 8/23/2012	8/23/2012	\$ 0.00
748	GenOn Energy Services, LLC	LOCAL UNION NO. 47 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (AFFILIATED WITH AFL-CIO)	AGREEMENT DTD 8/23/2012 - LABOR AND EMPLOYMENT CONTRACT	8/23/2012	
749	GenOn Energy Services, LLC	LOCAL UNION NO. 503 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS	COLLECTIVE BARGAINING AGREEMENT DTD 5/1/2016	5/1/2016	\$ 0.00
750	GenOn Energy Services, LLC	LOCAL UNION NO. 777 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (AFL-CIO)	AGREEMENT DTD 5/1/2015	5/1/2015	\$ 0.00
751	GenOn Energy Services, LLC	NRG MAINTENANCE SERVICES LLC	INTERCOMPANY SERVICES AGREEMENT DTD 2/2/2016	2/2/2016	\$ 0.00
752	GenOn Energy Services, LLC	TAXSTREAM LLC	IT CONTRACT RE TAX SOFTWARE DATED 12/22/2004	12/22/2004	\$ 0.00
753	GenOn Energy Services, LLC	THE UWUA AFFILIATED WITH AFL-CIO	COLLECTIVE BARGAINING AGREEMENT DTD 5/1/2013	5/1/2013	\$ 0.00
754	GenOn Energy Services, LLC	THE UWUA AFFILIATED WITH AFL-CIO	AGREEMENT DTD 11/13/2013	11/13/2013	
755	GenOn Energy Services, LLC	121 CHAMPION LLC	AMENDMENT TO LEASE DTD 12/1/2011 - AMENDS LEASE AGREEMENT DTD 5/7/2003	12/1/2011	\$ 0.00
756	GenOn Energy Services, LLC	121 CHAMPION LLC	LEASE AGREEMENT DTD 5/7/2003	5/7/2003	
757	GenOn Energy Services, LLC	121 CHAMPION LLC	LEASE AGREEMENT DTD 5/7/2003	5/7/2003	
758	GenOn Energy Services, LLC	CLEAN HARBORS ENVIRONMENTAL	SERVICES AGREEMENT - CONTRACT NO. 4600022675	6/10/2016	\$ 0.00
759	GenOn Energy Services, LLC	CLEAN VENTURE INC	SERVICES AGREEMENT - CONTRACT NO. 4600022677	6/22/2016	\$ 0.00
760	GenOn Energy Services, LLC	FUEL TECH INC	AMENDMENT FOUR TO MASTER SERVICES AGREEMENT DTD 10/25/2012 - AMENDS MASTER SERVICES AGREEMENT DTD 3/15/2007	10/25/2012	\$ 0.00
761	GenOn Energy Services, LLC	GENERAL ELECTRIC INTERNATIONAL, INC.	WATER TREATMENT CONTRACT DTD 10/30/2012 - CONTRACT NO. 4600021945	10/30/2012	\$ 0.00
762	GenOn Energy Services, LLC	GenOn Northeast Management Company	SERVICES AGREEMENT DATED 8/29/2011	8/29/2011	\$ 0.00
763	GenOn Energy Services, LLC	GenOn REMA LLC-New Jersey	SERVICES AGREEMENT DATED 8/29/2011	8/29/2011	\$ 0.00
764	GenOn Energy Services, LLC	IBEW LOCAL UNION #66	AGREEMENT DTD 1/1/2016	1/1/2016	\$ 0.00
765	NRG Power Midwest LP	MURRAY AMERICAN RIVER TOWING INC	AMENDMENT NO. 7 TO BARGE TRANSPORTATION AGREEMENT DTD 2/25/2014 - AMENDMENT TO BARGE TRANSPORTATION AGREEMENT DTD 1/1/2010 AND AMENDMENTS NO. 1-6	2/25/2014	\$ 0.00

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List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
766	NRG Power Midwest LP	MURRAY AMERICAN RIVER TOWING INC	AMENDMENT NO. 8 TO BARGE TRANSPORTATION AGREEMENT DTD 7/8/2016 - AMENDMENT TO BARGE TRANSPORTATION AGREEMENT DTD 1/1/2010 AND AMENDMENTS NO. 1-7	7/8/2016	
767	NRG Power Midwest LP	MURRAY AMERICAN RIVER TOWING INC	AMENDMENT NO. 9 TO BARGE TRANSPORTATION AGREEMENT DTD 10/5/2016 - AMENDMENT TO BARGE TRANSPORTATION AGREEMENT DTD 1/1/2010 AND AMENDMENTS NO. 1-8	1/1/2017	
768	NRG Power Midwest LP	NRG POWER MARKETING LLC	ENERGY MARKETING SERVICES AGREEMENT DTD 10/15/2013	10/15/2013	\$ 0.00
769	NRG Power Midwest LP	NRG POWER MARKETING LLC	ISDA 2002 MASTER AGREEMENT DTD 12/14/2012	12/14/2012	
770	NRG Power Midwest LP	NRG POWER MARKETING LLC	ENERGY MARKETING SERVICES AGREEMENT	10/15/2013	
771	NRG Power Midwest LP	OHIO EDISON	AMENDMENT TO CONNECTION AND SITE AGREEMENT DTD 4/28/2000 - RE AGREEMENT DTD 9/24/1999	4/28/2000	\$ 0.00
772	NRG Power Midwest LP	OHIO EDISON	EASEMENT, LICENSE AND ATTACHMENT AGREEMENT DTD 12/2/1999	12/2/1999	
773	NRG Power Midwest LP	OHIO EDISON	EASEMENT, LICENSE AND ATTACHMENT AGREEMENT DTD 11/30/1999	11/30/1999	
774	NRG Power Midwest LP	OHIO EDISON	SERVICE AGREEMENT FOR SELF SUPPLY OF GENERATION SERVICE FOR STATION POWER USE DTD 1/15/2004 - SERVICE AGREEMENT FOR SELF SUPPLY OF GENERATION SERVICE FOR STATION POWER USE ENTERED INTO AND EFFECTIVE JANUARY 15, 2004 AMONG THE CLEVELAND ELECTRIC ILLUMINATING COMPANY AND ORION POWER MIDWEST, LP.	1/15/2004	
775	NRG Power Midwest LP	OHIO EDISON	NEW CASTLE MUST RUN AGREEMENT DTD 11/4/1999	11/4/1999	
776	NRG Power Midwest LP	OHIO EDISON	SERVICE AGREEMENT FOR SELF SUPPLY OF GENERATION SERVICE FOR STATION POWER USE - EFFECTIVE JANUARY 15, 2004	1/15/2004	
777	NRG Power Midwest LP	OHIO EDISON	ATTACHMENT D - CONNECTION AND SITE AGREEMENT EFFECTIVE 6/01/2011 - ORIGINAL SERVICE AGREEMENT: 2810, DTD 9/24/1999	6/1/2011	
778	NRG Power Midwest LP	OHIO EDISON	BOILER SLAG SALES AGREEMENT DTD 4/1/1981	4/1/1981	
779	NRG Power Midwest LP	OHIO EDISON	RESTATED COAL SALES AGREEMENT DTD 12/1/1995	12/1/1995	
780	NRG Power Midwest LP	OHIO EDISON	AMENDMENT TO CONNECTION AND SITE AGREEMENT DTD 4/28/2000 - RE AGREEMENT DTD 9/24/1999	4/28/2000	
781	NRG Power Midwest LP	OHIO EDISON	NEW CASTLE GENERATING UNITS CONNECTION AND SITE AGREEMENT DTD 9/24/1999 - ORIGINAL SERVICE AGREEMENT NO. 2810	9/24/1999	
782	NRG Power Midwest LP	ORION POWER NEW YORK GP	ASSET MANAGEMENT, OPERATION AND MAINTENANCE SERVICES AGREEMENT	4/28/2000	\$ 0.00
783	NRG Power Midwest LP	ORION POWER NEW YORK GP	ASSET MANAGEMENT, OPERATION AND MAINTENANCE SERVICES AGREEMENT DTD 4/28/2000 - AVON LAKE, NILES, NEW CASTLE, ELRAMA, CHESWICK, PHILLIPS AND BRUNOT ISLAND PROJECTS	4/28/2000	
784	NRG Power Midwest LP	ORION POWER NEW YORK GP	ASSET MANAGEMENT, OPERATION AND MAINTENANCE SERVICES AGREEMENT - AVON LAKE, NILES, NEW CASTLE, ELRAMA, CHESWICK, PHILLIPS AND BRUNOT ISLAND PROJECTS	4/28/2000	
785	NRG Power Midwest LP	ORION POWER NEW YORK GP	ASSET MANAGEMENT, OPERATION AND MAINTENANCE SERVICES AGREEMENT DTD 4/28/2000	4/28/2000	
786	NRG Power Midwest LP	PEABODY COAL SALES LLC	COAL SUPPLY AGREEMENT DTD 5/15/2001	5/15/2001	\$ 0.00
787	NRG Power Midwest LP	PENNSYLVANIA ELECTRIC COMPANY	INDEMNITY AGREEMENT DTD 11/19/1999 - CASE NO. 4486 / POLICY/COMMITMENT NO. 4486	11/19/1999	\$ 0.00
788	NRG Power Midwest LP	PJM INTERCONNECTION LLC	RATE SCHEDULE FERC NO. 2	8/19/2013	\$ 0.00
789	NRG Power Midwest LP	AT&T CORP	MASTER LEASE AGREEMENT DTD 4/17/1996	4/17/1996	\$ 0.00

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List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
790	NRG Power Midwest LP	AMERICAN TRANSMISSION SYSTEMS INC	AMENDMENT TO CONNECTION AND SITE AGREEMENT DTD 4/28/2000 - RE AGREEMENT DTD 9/24/1999	4/28/2000	\$ 0.00
791	NRG Power Midwest LP	AMERICAN TRANSMISSION SYSTEMS INC	PURCHASE AGREEMENT		
792	NRG Power Midwest LP	AMERICAN TRANSMISSION SYSTEMS INC	AMENDMENT TO CONNECTION AND SITE AGREEMENT DTD 4/28/2000 - RE AGREEMENT DTD 9/24/1999	4/28/2000	
793	NRG Power Midwest LP	AMERICAN TRANSMISSION SYSTEMS INC	EASEMENT, LICENSE AND ATTACHMENT AGREEMENT DTD 11/30/1999	11/30/1999	
794	NRG Power Midwest LP	AMERICAN TRANSMISSION SYSTEMS INC	NEW CASTLE MUST RUN AGREEMENT DTD 11/4/1999	11/4/1999	
795	NRG Power Midwest LP	AMERICAN TRANSMISSION SYSTEMS INC	ATTACHMENT D - CONNECTION AND SITE AGREEMENT EFFECTIVE 6/01/2011 - ORIGINAL SERVICE AGREEMENT: 2810, DTD 9/24/1999	6/1/2011	
796	NRG Power Midwest LP	AMERICAN TRANSMISSION SYSTEMS INC	EASEMENT AGREEMENT - PERMANENT PARCEL NO. 21-900779 & 23-163974.		
797	NRG Power Midwest LP	AMERICAN TRANSMISSION SYSTEMS INC	TEMPORARY RIGHT OF ENTRY AGREEMENT DTD 7/1/2014	7/1/2014	
798	NRG Power Midwest LP	AMERICAN TRANSMISSION SYSTEMS INC	EASEMENT AGREEMENT - INSTRUMENT NO. 990044714; TAX PARCEL NO(S): 21-900779 & 23-163974		
799	NRG Power Midwest LP	AMERICAN TRANSMISSION SYSTEMS INC	EASEMENT AGREEMENT - INSTRUMENT NO. 990044714; TAX PARCEL NO(S): 21-900779 & 23-163974	5/7/2015	
800	NRG Power Midwest LP	AMERICAN TRANSMISSION SYSTEMS INC	NEW CASTLE GENERATING UNITS CONNECTION AND SITE AGREEMENT DTD 9/24/1999 - ORIGINAL SERVICE AGREEMENT NO. 2810	9/24/1999	
801	NRG Power Midwest LP	AMERICAN TRANSMISSION SYSTEMS INC	EASEMENT, LICENSE AND ATTACHMENT AGREEMENT DTD 12/2/1999	12/2/1999	
802	NRG Power Midwest LP	EQUITABLE COAL & COKE COMPANY	BASE CONTRACT FOR SHORT-TERM SALE AND PURCHASE OF NATURAL GAS	5/1/2001	\$ 0.00
803	NRG Power Midwest LP	EQUITABLE COAL & COKE COMPANY	EQUITABLE GAS COMPANY DELIVERY SERVICE AGREEMENT - CONTRACT NO. DEL16774	4/29/2013	
804	NRG Power Midwest LP	EQUITABLE COAL & COKE COMPANY	AMENDMENT - AMENDS PRECEDENT AGREEMENT DTD 9/14/2000	12/7/2000	
805	NRG Power Midwest LP	EQUITABLE COAL & COKE COMPANY	AGREEMENT FOR NATURAL GAS TRANSPORTATION SERVICE	4/2/2001	
806	NRG Power Midwest LP	EQUITABLE COAL & COKE COMPANY	RIGHT-OF-WAY AGREEMENT - NO. 29050	1/18/2001	
807	NRG Power Midwest LP	EQUITABLE COAL & COKE COMPANY	PRECEDENT AGREEMENT DTD 9/14/2000	9/14/2000	
808	NRG Power Midwest LP	EQUITABLE COAL & COKE COMPANY	AGREEMENT FOR NATURAL GAS TRANSPORTATION SERVICE DTD 4/2/2001	4/2/2001	
809	NRG Power Midwest LP	EQUITABLE COAL & COKE COMPANY	EQUITABLE GAS COMPANY DELIVERY SERVICE AGREEMENT DTD 4/29/2013 - CONTRACT NO. DEL16774	4/29/2013	
810	NRG Power Midwest LP	FIRSTENERGY CORP	NEW CASTLE MUST RUN AGREEMENT DTD 11/4/1999	11/4/1999	\$ 0.00
811	NRG Power Midwest LP	FIRSTENERGY CORP	PCS SITE AGREEMENT - SITE ID CL03XC019A7	7/20/1998	
812	NRG Power Midwest LP	GUTMANN ENERGY INC	TANK TRUCK FUEL OIL SUPPLY AGREEMENT DTD 5/21/2008	5/21/2008	\$ 0.00
813	NRG Power Midwest LP	GUTMANN ENERGY INC	AMENDMENT NO. 1 TO TANK TRUCK FUEL OIL SUPPLY AGREEMENT DTD 5/21/2009 - RE AGREEMENT DTD 5/21/2008	5/21/2009	
814	NRG Power Midwest LP	GUTMANN ENERGY INC	AMENDMENT NO. 2 TO TANK TRUCK FUEL OIL SUPPLY AGREEMENT DTD 12/1/2009 - RE AGREEMENT DTD 5/21/2008	12/1/2009	
815	NRG Power Midwest LP	GUTMANN ENERGY INC	AMENDMENT NO. 3 TO TANK TRUCK FUEL OIL SUPPLY AGREEMENT DTD 5/21/2010 - RE AGREEMENT DTD 5/21/2008	5/21/2010	

## GenOn Energy, Inc.

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
816	NRG Power Midwest LP	GUTMANN ENERGY INC	AMENDMENT NO. 4 TO TANK TRUCK FUEL OIL SUPPLY AGREEMENT DTD 11/22/2013 - AMENDMENT TO TANK TRUCK FUEL OIL SUPPLY AGREEMENT DTD 5/21/2008	11/22/2013	
817	NRG Power Midwest LP	HARRISON MINING CORPORATION	AMENDED AND RESTATED COAL PURCHASE AND SALE AGREEMENT DTD 6/15/2001 - AGREEMENT NO. 6012001	6/15/2001	\$ 0.00
818	NRG Power Midwest LP	HARRISON MINING CORPORATION	RESTATED COAL SALES AGREEMENT DTD 12/1/1995	12/1/1995	
819	NRG Power Midwest LP	PEOPLE NATURAL GAS COMPANY, THE (DBA DOMINION PEOPLES)	AGREEMENT DTD 11/9/2000 - REF NO. 14663	10/1/2000	\$ 0.00
820	GENON ENERGY MANAGEMENT LLC	PEOPLE NATURAL GAS COMPANY, THE (DBA DOMINION PEOPLES)	SERVICE AGREEMENT - REFERENCE NO. 14663	11/9/2000	
821	NRG Power Midwest LP	PEOPLE NATURAL GAS COMPANY, THE (DBA DOMINION PEOPLES)	SERVICE AGREEMENT - REFERENCE NO. 14663	8/24/2010	
822	NRG Power Midwest LP	PEOPLE NATURAL GAS COMPANY, THE (DBA DOMINION PEOPLES)	PEOPLES NATURAL GAS COMPANY DELIVERY SERVICE MASTER AGREEMENT - ACCOUNT NO. 20000481138	7/14/2016	
823	NRG Power Midwest LP	PEOPLE NATURAL GAS COMPANY, THE (DBA DOMINION PEOPLES)	SERVICE AGREEMENT DTD 8/24/2010	10/1/2010	
824	NRG Power Midwest LP	PEOPLE NATURAL GAS COMPANY, THE (DBA DOMINION PEOPLES)	DELIVERY SERVICE MASTER AGREEMENT DTD 7/14/2016	7/14/2016	
825	NRG Power Midwest LP	PEOPLE NATURAL GAS COMPANY, THE (DBA DOMINION PEOPLES)	PEOPLES NATURAL GAS COMPANY LLC - EGC DIVISION DELIVERY SERVICE AGREEMENT - CONTRACT NO. 1000189	5/30/2014	
826	NRG Power Midwest LP	PEOPLE NATURAL GAS COMPANY, THE (DBA DOMINION PEOPLES)	EGC DIVISION DELIVERY SERVICE AGREEMENT DTD 5/30/2014	5/30/2014	
827	NRG Power Midwest LP	PEOPLE NATURAL GAS COMPANY, THE (DBA DOMINION PEOPLES)	NOVATION AGREEMENT	4/1/2011	
828	NRG Power Midwest LP	CLEVELAND ELECTRIC ILLUMINATING COMPANY	AMENDMENT TO CONNECTION AND SITE AGREEMENT DTD 4/28/2000 - RE AGREEMENT DTD 9/24/1999	4/28/2000	\$ 0.00
829	NRG Power Midwest LP	CLEVELAND ELECTRIC ILLUMINATING COMPANY	EASEMENT, LICENSE AND ATTACHMENT AGREEMENT DTD 11/30/1999	11/30/1999	
830	NRG Power Midwest LP	CLEVELAND ELECTRIC ILLUMINATING COMPANY	EASEMENT, LICENSE AND ATTACHMENT AGREEMENT DTD 12/2/1999	12/2/1999	
831	NRG Power Midwest LP	CLEVELAND ELECTRIC ILLUMINATING COMPANY	COAL SUPPLY AGREEMENT FOR AVON LAKE PLANT DTD 8/4/1992	8/4/1992	
832	NRG Power Midwest LP	CLEVELAND ELECTRIC ILLUMINATING COMPANY	COAL SUPPLY AGEEMENT DTD 10/8/1992	10/8/1992	
833	NRG Power Midwest LP	CLEVELAND ELECTRIC ILLUMINATING COMPANY	MASTER LEASE AGREEMENT DTD 4/17/1996	4/17/1996	
834	NRG Power Midwest LP	CLEVELAND ELECTRIC ILLUMINATING COMPANY	PCS SITE AGREEMENT - SITE ID CL03XC019A7	7/20/1998	
835	NRG Power Midwest LP	CLEVELAND ELECTRIC ILLUMINATING COMPANY	AMENDMENT DTD 4/28/2000 - RE: CONNECTION AND SITE AGREEMENT DTD 9/24/1999	4/28/2000	
836	NRG Power Midwest LP	CLEVELAND ELECTRIC ILLUMINATING COMPANY	SERVICE AGREEMENT FOR SELF SUPPLY OF GENERATION SERVICE FOR STATION POWER USE DTD 1/15/2004 - SERVICE AGREEMENT FOR SELF SUPPLY OF GENERATION SERVICE FOR STATION POWER USE ENTERED INTO AND EFFECTIVE JANUARY 15, 2004 AMONG THE CLEVELAND ELECTRIC ILLUMINATING COMPANY AND ORION POWER MIDWEST, LP.	1/15/2004	
837	NRG Power Midwest LP	CLEVELAND ELECTRIC ILLUMINATING COMPANY	ATTACHMENT D - CONNECTION AND SITE AGREEMENT EFFECTIVE 6/01/2011 - ORIGINAL SERVICE AGREEMENT: 2810, DTD 9/24/1999	6/1/2011	
838	NRG Power Midwest LP	CLEVELAND ELECTRIC ILLUMINATING COMPANY	NEW CASTLE GENERATING UNITS CONNECTION AND SITE AGREEMENT DTD 9/24/1999 - ORIGINAL SERVICE AGREEMENT NO. 2810	9/24/1999	
839	NRG Power Midwest LP	CLEVELAND ELECTRIC ILLUMINATING COMPANY	NEW CASTLE MUST RUN AGREEMENT DTD 11/4/1999	11/4/1999	

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List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
840	NRG Power Midwest LP	CLEVELAND ELECTRIC ILLUMINATING COMPANY	SERVICE AGREEMENT FOR SELF SUPPLY OF GENERATION SERVICE FOR STATION POWER USE - EFFECTIVE JANUARY 15, 2004	1/15/2004	
841	NRG Power Midwest LP	THE TOLEDO EDISON COMPANY	EASEMENT, LICENSE AND ATTACHMENT AGREEMENT DTD 11/30/1999	11/30/1999	\$ 0.00
842	NRG Power Midwest LP	THE TOLEDO EDISON COMPANY	AMENDMENT DTD 4/28/2000 - RE: CONNECTION AND SITE AGREEMENT DTD 9/24/1999	4/28/2000	
843	NRG Power Midwest LP	THE TOLEDO EDISON COMPANY	NEW CASTLE MUST RUN AGREEMENT DTD 11/4/1999	11/4/1999	
844	NRG Power Midwest LP	THE TOLEDO EDISON COMPANY	ATTACHMENT D - CONNECTION AND SITE AGREEMENT EFFECTIVE 6/01/2011 - ORIGINAL SERVICE AGREEMENT: 2810, DTD 9/24/1999	6/1/2011	
845	NRG Power Midwest LP	THE TOLEDO EDISON COMPANY	AMENDMENT TO CONNECTION AND SITE AGREEMENT DTD 4/28/2000 - RE AGREEMENT DTD 9/24/1999	4/28/2000	
846	NRG Power Midwest LP	THE TOLEDO EDISON COMPANY	NEW CASTLE GENERATING UNITS CONNECTION AND SITE AGREEMENT DTD 9/24/1999 - ORIGINAL SERVICE AGREEMENT NO. 2810	9/24/1999	
847	NRG Power Midwest LP	THE TOLEDO EDISON COMPANY	EASEMENT, LICENSE AND ATTACHMENT AGREEMENT DTD 12/2/1999	12/2/1999	
848	NRG Power Midwest LP	THE TOLEDO EDISON COMPANY	AMENDMENT TO THE CONNECTION AND SITE AGREEMENT DTD 9/24/1999	4/28/2000	
849	NRG Power Midwest LP	BESSEMER & LAKE ERIE RAILROAD	CONSENT TO ASSIGNMENT OF AGREEMENT DTD 4/1/2000 - REF NO. A-1293	4/1/2000	\$ 0.00
850	NRG Power Midwest LP	COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION	LICENSE AGREEMENT - DEP FILE NO. GP053714614	2/1/2016	\$ 0.00
851	NRG Power Midwest LP	COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION	CONTRIBUTION AGREEMENT - REF NO. M-4902-CA 2-2012	10/21/2014	
852	NRG Power Midwest LP	COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION	EXCESS MAINTENANCE AGREEMENT - POSTED HIGHWAY PERMIT - POSTING AUTHORITY PERMIT NO.: 02-000191 / ISSUED AGAINST/FOR AGREEMENT NO.: 020127	5/11/2012	
853	NRG Power Midwest LP	MIDWEST ASH DISPOSAL, INC	WASTEWATER MANAGEMENT AGREEMENT DTD 4/28/2000	4/28/2000	\$ 0.00
854	NRG Power Midwest LP	MIRANT ENERGY TRADING LLC	POWER SALE, FUEL SUPPLY AND SERVICES AGREEMENT DTD 12/2/2010 - MULTI025	12/2/2010	\$ 0.00
855	NRG Power Midwest LP	O-N MINERALS (CHEMSTONE) COMPANY	FIRST AMENDMENT DTD 6/19/2015	6/19/2015	\$ 0.00
856	NRG Power Midwest LP	O-N MINERALS (CHEMSTONE) COMPANY	SUPPLY AGREEMENT DTD 6/28/2013	6/28/2013	
857	NRG Power Midwest LP	PENNSYLVANIA POWER & LIGHT	NEW CASTLE MUST RUN AGREEMENT DTD 11/4/1999	11/4/1999	\$ 0.00
858	NRG Power Midwest LP	PENNSYLVANIA POWER & LIGHT	SERVICE AGREEMENT FOR SELF SUPPLY OF GENERATION SERVICE FOR STATION POWER USE - EFFECTIVE JANUARY 15, 2004	1/15/2004	
859	NRG Power Midwest LP	ALLEGHENY ENERGY SUPPLY COMPANY, LLC	VACANT LAND LEASE AGREEMENT DTD 4/1/2008	4/1/2008	\$ 0.00
860	NRG Power Midwest LP	AMERIKOHL MINING INC.	COAL PURCHASE AND SALE AGREEMENT DTD 12/22/2000	12/22/2000	\$ 0.00
861	NRG Power Midwest LP	AMVEST WEST VIRGINIA COAL LLC	FOURTH AMENDMENT TO MASTER COAL PURCHASE AND SALE AGREEMENT BET. NRG POWER MIDWEST LP AND CONSOL PENNSYLVANIA COAL COMPANY LLC, EIGHT FOUR MINING COMPANY, CONSOLIDATION COAL COMPANY, AMVEST WEST VIRGINIA COAL, LLC, CONSOL OF KENTUCKY, INC. AND MCELROY COA - AMENDMENT TO MASTER COAL PURCHASE AND SALE AGREEMENT DTD 12/17/2002	11/15/2013	\$ 0.00
862	NRG Power Midwest LP	AMVEST WEST VIRGINIA COAL LLC	THIRD AMENDMENT TO MASTER COAL PURCHASE AND SALE AGREEMENT DTD 3/17/2008 - RE AGREEMENT DTD 12/17/2002	3/17/2008	
863	NRG Power Midwest LP	AMVEST WEST VIRGINIA COAL LLC	FIRST AMENDMENT TO MASTER COAL PURCHASE AND SALE AGREEMENT DTD 8/1/2007 - RE AGREEMENT DTD 12/17/2002	8/1/2007	
864	NRG Power Midwest LP	AMVEST WEST VIRGINIA COAL LLC	SECOND AMENDMENT TO MASTER COAL PURCHASE AND SALE AGREEMENT DTD 11/1/2007 - RE AGREEMENT DTD 12/17/2002	11/1/2007	

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List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
865	NRG Power Midwest LP	BRANHAM & BAKER COAL CO., INC.	RESTATED COAL SALES AGREEMENT DTD 12/1/1995	12/1/1995	\$ 0.00
866	NRG Power Midwest LP	CITY OF AVON LAKE	EASEMENT AGREEMENT	4/27/2000	\$ 0.00
867	NRG Power Midwest LP	CITY OF AVON LAKE	PURCHASE/EXCHANGE AGREEMENT DTD 11/30/2007	11/30/2007	
868	NRG Power Midwest LP	CITY OF AVON LAKE	SEWER EASEMENT	12/15/2008	
869	NRG Power Midwest LP	COMMONWEALTH OF PENNSYLVANNIA DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF WASTE MANAGEMENT	SURETY BOND FOR A WASTE MANAGEMENT FACILITY - BOND NO. SU1125293	8/10/2015	\$ 0.00
870	NRG Power Midwest LP	DEER CREEK RENTALS INC, A PA CORP	AGREEMENT DTD 11/8/2016 - PARCEL #2403110429 IN WESTMORELAND COUNTY	11/8/2016	\$ 0.00
871	NRG Power Midwest LP	EAST FAIRFIELD COAL CO	COAL PURCHASE/SALE AGREEMENT - CONTRACT NO: 20010808	8/7/2001	\$ 0.00
872	NRG Power Midwest LP	EAST FAIRFIELD COAL CO	AMENDMENT NUMBER 2 COAL PURCHASE/SALE AGREEMENT DTD 8/7/2001	9/9/2003	
873	NRG Power Midwest LP	EAST FAIRFIELD COAL CO	COAL PURCHASE/SALE AGREEMENT AMENDMENT NUMBER 2 DTD 9/09/2003 - AMENDS COAL PURCHASE/SALE AGREEMENT BETWEEN ORION AND EAST FAIRFIELD DTD 8/7/2001	9/9/2003	
874	NRG Power Midwest LP	EAST FAIRFIELD COAL CO	COAL PURCHASE AND SALE AGREEMENT DTD 8/7/2001 - CONTRACT NO. 20010808; DEAL NO. 20018500	8/7/2001	
875	NRG Power Midwest LP	EAST FAIRFIELD COAL CO	COAL PURCHASE AND SALE AGREEMENT DTD 8/7/2001 - CONTRACT NO. 20010209; DEAL NO. 20003800	2/9/2001	
876	NRG Power Midwest LP	EAST FAIRFIELD COAL CO	COAL PURCHASE/SALE AGREEMENT DTD 8/7/2001 - CONTRACT NO. 20010808; DEAL NO. 20018500	8/7/2001	
877	NRG Power Midwest LP	EAST FAIRFIELD COAL CO	COAL PURCHASE/SALE AGREEMENT AMENDMENT NUMBER 2	9/9/2003	
878	NRG Power Midwest LP	EIGHTY FOUR MINING COMPANY	FOURTH AMENDMENT TO MASTER COAL PURCHASE AND SALE AGREEMENT BET. NRG POWER MIDWEST LP AND CONSOL PENNSYLVANIA COAL COMPANY LLC, EIGHT FOUR MINING COMPANY, CONSOLIDATION COAL COMPANY, AMVEST WEST VIRGINIA COAL, LLC, CONSOL OF KENTUCKY, INC. AND MCELROY COA - AMENDMENT TO MASTER COAL PURCHASE AND SALE AGREEMENT DTD 12/17/2002	11/15/2013	\$ 0.00
879	NRG Power Midwest LP	EIGHTY FOUR MINING COMPANY	THIRD AMENDMENT TO MASTER COAL PURCHASE AND SALE AGREEMENT DTD 3/17/2008 - RE AGREEMENT DTD 12/17/2002	3/17/2008	
880	NRG Power Midwest LP	EIGHTY FOUR MINING COMPANY	MASTER COAL PURCHASE AND SALE AGREEMENT DTD 12/17/2002	12/17/2002	
881	NRG Power Midwest LP	EIGHTY FOUR MINING COMPANY	FIRST AMENDMENT TO MASTER COAL PURCHASE AND SALE AGREEMENT DTD 8/1/2007 - RE AGREEMENT DTD 12/17/2002	8/1/2007	
882	NRG Power Midwest LP	EIGHTY FOUR MINING COMPANY	SECOND AMENDMENT TO MASTER COAL PURCHASE AND SALE AGREEMENT DTD 11/1/2007 - RE AGREEMENT DTD 12/17/2002	11/1/2007	
883	NRG Power Midwest LP	ENERFAB POWER & INDUSTRIAL, INC.	ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT DTD 12/16/2014 - AGREEMENT NO. 4501564148	12/16/2014	\$ 0.00
884	NRG Power Midwest LP	FRANKLIN MINERALS	COAL PURCHASE/SALE AGREEMENT DTD 3/30/2001 - CONTRACT NO. 20010209; DEAL NO. 20003810	2/9/2001	\$ 0.00
885	NRG Power Midwest LP	KINDER MORGAN PIPELINES	DIRECT ACCESS REQUEST TRACKING ("DART") SYSTEM LICENSE AGREEMENT	3/30/2016	\$ 0.00
886	NRG Power Midwest LP	KINDER MORGAN PIPELINES	SYSTEM LICENSE AGREEMENT	3/30/2016	
887	NRG Power Midwest LP	KOHLTRAN, INC	COAL PURCHASE/SALE AGREEMENT DTD 8/7/2001 - CONTRACT NO. 20010807; DEAL NO. 20018000	8/7/2001	\$ 0.00

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List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
888	NRG Power Midwest LP	LAWYERS TITLE INSURANCE CORPORATION	INDEMNITY AGREEMENT DTD 11/19/1999 - CASE NO. 4486	11/19/1999	\$ 0.00
889	NRG Power Midwest LP	MASSEY COAL SALES COMPANY INC	COAL SUPPLY AGEEMENT DTD 10/8/1992	10/8/1992	\$ 0.00
890	NRG Power Midwest LP	MCDOWELL FARMS	AGREEMENT DTD 8/10/2015 - PID NO. 26-053000 (MAP NO. 26-1414-109); PID NO. 26-053200 (MAP NO. 26-1414-138); PID NO. 26-053100 (MAP NO. 26-1414-139).	8/10/2015	\$ 0.00
891	NRG Power Midwest LP	MCELROY COAL COMPANY	FOURTH AMENDMENT TO MASTER COAL PURCHASE AND SALE AGREEMENT BET. NRG POWER MIDWEST LP AND CONSOL PENNSYLVANIA COAL COMPANY LLC, EIGHT FOUR MINING COMPANY, CONSOLIDATION COAL COMPANY, AMVEST WEST VIRGINIA COAL, LLC, CONSOL OF KENTUCKY, INC. AND MCELROY COA - AMENDMENT TO MASTER COAL PURCHASE AND SALE AGREEMENT DTD 12/17/2002	11/15/2013	\$ 0.00
892	NRG Power Midwest LP	MCELROY COAL COMPANY	SECOND AMENDMENT TO MASTER COAL PURCHASE AND SALE AGREEMENT DTD 11/1/2007 - RE AGREEMENT DTD 12/17/2002	11/1/2007	
893	NRG Power Midwest LP	MINGO LOGAN COAL COMPANY	COAL SUPPLY AGREEMENT FOR AVON LAKE PLANT DTD 8/4/1992	8/4/1992	\$ 0.00
894	NRG Power Midwest LP	MON RIVER TOWING INC.	BARGE TRANSPORTATION AGREEMENT DTD 1/1/2010	1/1/2010	\$ 0.00
895	NRG Power Midwest LP	MON RIVER TOWING INC.	AMENDMENT NO. 1. TO BARGE TRANSPORTATION AGREEMENT DTD 12/22/2010 - RE AGREEMENT DTD 1/1/2010	12/22/2010	
896	NRG Power Midwest LP	MON RIVER TOWING INC.	AMENDMENT NO. 2 DTD 5/5/2011 - AMENDMENT TO BARGE TRANSPORTATION AGREEMENT DTD 1/1/2010 AND AMENDMENT NO. 1	4/1/2011	
897	NRG Power Midwest LP	MON RIVER TOWING INC.	AMENDMENT NO. 3 DTD 6/27/2011 - AMENDMENT TO BARGE TRANSPORTATION AGREEMENT DTD 1/1/2010 AND AMENDMENTS NO. 1-2	6/27/2011	
898	NRG Power Midwest LP	MON RIVER TOWING INC.	AMENDMENT NO. 4 DTD 8/4/2011 - AMENDMENT TO BARGE TRANSPORTATION AGREEMENT DTD 1/1/2010 AND AMENDMENTS NO. 1-3	8/4/2011	
899	NRG Power Midwest LP	MON RIVER TOWING INC.	AMENDMENT NO. 5 DTD 12/20/2013 - AMENDMENT TO BARGE TRANSPORTATION AGREEMENT DTD 1/1/2010 AND AMENDMENTS NO. 1-4	12/20/2013	
900	NRG Power Midwest LP	MON RIVER TOWING INC.	AMENDMENT NO. 6 TO BARGE TRANSPORTATION AGREEMENT DTD 2/12/2014 - AMENDMENT TO BARGE TRANSPORTATION AGREEMENT DTD 1/1/2010 AND AMENDMENTS NO. 1-5	2/12/2014	
901	NRG Power Midwest LP	NEW CINGULAR WIRELESS PCS, LLC	AMENDMENT TO MASTER LEASE AGREEMENT AND SITE LEASE DTD 4/17/1996	4/17/1996	\$ 0.00
902	NRG Power Midwest LP	NEW CINGULAR WIRELESS PCS, LLC	RELEASE AND SETTLEMENT AGREEMENT DTD 8/31/2012	8/31/2012	
903	NRG Power Midwest LP	NEW LINE NETWORKS LLC	LEASE FOR ANTENNA SPACE DTD 4/4/2017	4/4/2017	\$ 0.00
904	NRG Power Midwest LP	NEW LINE NETWORKS LLC	LEASE FOR ANTENNA SPACE	4/12/2017	
905	NRG Power Midwest LP	NEXUS GAS TRANSMISSION LLC	LETTER AGREEMENT REGARDING INSTALLATION OF TAP FACILITIES	8/17/2015	\$ 0.00
906	NRG Power Midwest LP	NEXUS GAS TRANSMISSION LLC	LETTER AGREEMENT RE NSTALLATION OF TAP FACILITIES DTD 8/17/2015	8/17/2015	
907	NRG Power Midwest LP	NORFOLK SOUTHERN RAILWAY COMPANY	AGREEMENT DTD 6/23/2015	6/23/2015	\$ 0.00
908	NRG Power Midwest LP	PENNSYLVANIA DEP	CONSENT ORDER AND AGREEMENT CHESWICK POWER FACILITY		\$ 0.00
909	NRG Power Midwest LP	PENNSYLVANIA POWER COMPANY	AMENDMENT TO CONNECTION AND SITE AGREEMENT DTD 4/28/2000 - RE AGREEMENT DTD 9/24/1999	4/28/2000	\$ 0.00
910	NRG Power Midwest LP	PENNSYLVANIA POWER COMPANY	EASEMENT, LICENSE AND ATTACHMENT AGREEMENT DTD 12/2/1999	12/2/1999	
911	NRG Power Midwest LP	PENNSYLVANIA POWER COMPANY	AMENDMENT TO THE CONNECTION AND SITE AGREEMENT DTD 9/24/1999	4/28/2000	
912	NRG Power Midwest LP	PENNSYLVANIA POWER COMPANY	PURCHASE AGREEMENT		

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Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
913	NRG Power Midwest LP	PENNSYLVANIA POWER COMPANY	EASEMENT, LICENSE AND ATTACHMENT AGREEMENT DTD 11/30/1999	11/30/1999	
914	NRG Power Midwest LP	PENNSYLVANIA POWER COMPANY	SERVICE AGREEMENT FOR SELF SUPPLY OF GENERATION SERVICE FOR STATION POWER USE DTD 1/15/2004 - SERVICE AGREEMENT FOR SELF SUPPLY OF GENERATION SERVICE FOR STATION POWER USE ENTERED INTO AND EFFECTIVE JANUARY 15, 2004 AMONG THE CLEVELAND ELECTRIC ILLUMINATING COMPANY AND ORION POWER MIDWEST, LP.	1/15/2004	
915	NRG Power Midwest LP	PENNSYLVANIA POWER COMPANY	ATTACHMENT D - CONNECTION AND SITE AGREEMENT EFFECTIVE 6/01/2011 - ORIGINAL SERVICE AGREEMENT: 2810, DTD 9/24/1999	6/1/2011	
916	NRG Power Midwest LP	PENNSYLVANIA POWER COMPANY	TEMPORARY RIGHT OF ENTRY AGREEMENT DTD 7/1/2014	7/1/2014	
917	NRG Power Midwest LP	PENNSYLVANIA POWER COMPANY	TEMPORARY RIGHT OF ENTRY AGREEMENT DTD 7/1/2014	7/1/2014	
918	NRG Power Midwest LP	PENNSYLVANIA POWER COMPANY	CONSENT AGREEMENT DTD 5/4/2015 - R/W FILE NO. 4-P02-056; 2P04-004; 3-P12-MISC	5/8/2015	
919	NRG Power Midwest LP	PENNSYLVANIA POWER COMPANY	CONSENT AGREEMENT - R/W FILE NO. 4-P02-056; 2P04-004; 3-P12-MISC	5/8/2015	
920	NRG Power Midwest LP	PENNSYLVANIA POWER COMPANY	AMENDMENT TO CONNECTION AND SITE AGREEMENT DTD 4/28/2000 - RE AGREEMENT DTD 9/24/1999	4/28/2000	
921	NRG Power Midwest LP	PENNSYLVANIA POWER COMPANY	NEW CASTLE GENERATING UNITS CONNECTION AND SITE AGREEMENT DTD 9/24/1999 - ORIGINAL SERVICE AGREEMENT NO. 2810	9/24/1999	
922	NRG Power Midwest LP	PENNSYLVANIA TURNPIKE COMMISSION	AGREEMENT FOR UTILITY CROSSING LICENSE - AGREEMENT TO CONSTRUCT OR ALTER UNDERGROUND GAS LINE ABOUT STATION 320+75, MILEPOST B.18.6092.	7/7/2015	\$ 0.00
923	NRG Power Midwest LP	PENNSYLVANIA TURNPIKE COMMISSION	AGREEMENT FOR UTILITY CROSSING LICENSE	7/7/2015	
924	NRG Power Midwest LP	PITTSBURGH MINERAL AND ENVIORNMENTAL TECHNOLOGY, INC.	FLY ASH AND CARBON PURCHASE AND SALE AGREEMENT DTD 12/31/2003	12/31/2003	\$ 0.00
925	NRG Power Midwest LP	QUAKER COAL COMPANY, INC.	AMENDED AND RESTATED COAL PURCHASE AND SALE AGREEMENT DTD 6/15/2001 - AGREEMENT NO. 6012001	6/15/2001	\$ 0.00
926	NRG Power Midwest LP	QUAKER COAL COMPANY, INC.	RESTATED COAL SALES AGREEMENT DTD 12/1/1995	12/1/1995	
927	NRG Power Midwest LP	RANDALL B AND DONNA M FRATIANNE	PURCHASE AGREEMENT FOR RESIDENTIAL REAL ESTATE IN OHIO DTD 2/16/2007	2/16/2007	\$ 0.00
928	NRG Power Midwest LP	REED MINERALS DIVISION HARSCO CORPORATION	BOILER SLAG SALES AGREEMENT DTD 4/1/1981	4/1/1989	\$ 0.00
929	NRG Power Midwest LP	RESOURCE FUELS	COAL PURCHASE/SALE AGREEMENT DTD 4/10/2001 - CONTRACT NO. 20010410; DEAL NO. 20015000	4/10/2001	\$ 0.00
930	NRG Power Midwest LP	SAC WIRELESS	PC SITE AGREEMENT - CASCADE NO. PT03XC268	3/2/2016	\$ 0.00
931	NRG Power Midwest LP	SIDNEY COAL COMPANY	COAL SUPPLY AGEEMENT DTD 10/8/1992	10/8/1992	\$ 0.00
932	NRG Power Midwest LP	SPRINT SPECTRUM REALTY COMPANY, LP.	PC SITE AGREEMENT - CASCADE NO. PT03XC268	3/2/2016	\$ 0.00
933	NRG Power Midwest LP	SPRINTCOM INC	PCS SITE AGREEMENT - SITE ID CL03XC019A7	7/20/1998	\$ 0.00
934	NRG Power Midwest LP	STATE OF OHIO	STATE OF OHIO LAKE ERIE SUBMERGED LAND LEASE - FILE NO. SUB-0556-LO	1/2/2000	\$ 0.00
935	NRG Power Midwest LP	STATE OF OHIO	MODIFICATION TO LAKE ERIE SUBMERGED LAND LEASE - FILE NO. SUB-0556-LO	1/1/2000	
936	NRG Power Midwest LP	STATE OF OHIO	MODIFICATION TO SUBMERGED LAND LEASE - SUB-0556-LO	8/13/2009	
937	NRG Power Midwest LP	SUNRISE DEVELOPMENT CO	PURCHASE AGREEMENT DTD 1/20/2015	1/20/2015	\$ 0.00
938	NRG Power Midwest LP	BOROUGH OF CHESWICK	TEMPORARY RIGHT OF ENTRY AGREEMENT DTD 5/10/2013	5/10/2013	\$ 0.00
939	NRG Power Midwest LP	BOROUGH OF SPRINGDALE	STORM SEWER EASEMENT AGREEMENT	11/19/2007	\$ 0.00
940	NRG Power Midwest LP	WINTHROP, STIMSON, PUTNAM & ROBERTS	NEW CASTLE MUST RUN AGREEMENT DTD 11/4/1999	11/4/1999	\$ 0.00



## GenOn Energy, Inc.

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
941	NRG Power Midwest LP	COLUMBIA GAS OF OHIO	SERVICE AGREEMENT FOR GAS TRANSPORTATION DATED JULY 1, 1997 - TRAN0023	9/10/2009	\$ 0.00
942	NRG Power Midwest LP	COLUMBIA GAS OF OHIO	TRANSPORTATION SERVICE AGREEMENT	4/1/2011	
943	NRG Power Midwest LP	COLUMBIA GAS OF OHIO	SERVICE AGREEMENT	9/10/2009	
944	NRG Power Midwest LP	COLUMBIA GAS OF OHIO	TRANSPORTATION SERVICE AGREEMENT - CONTRACT NO. 10527	4/19/2011	
945	NRG Power Midwest LP	CONSOL COAL	CONFIRMATION COAL PURCHASE/SALE AGREEMENT DTD 11/27/2000 - CONTRACT NO. 20001127; DEAL NO: 20003522	11/27/2000	\$ 0.00
946	NRG Power Midwest LP	CONSOL COAL	THIRD AMENDMENT TO MASTER COAL PURCHASE AND SALE AGREEMENT DTD 3/17/2008 - RE AGREEMENT DTD 12/17/2002	3/17/2008	
947	NRG Power Midwest LP	CONSOL COAL	FOURTH AMENDMENT TO MASTER COAL PURCHASE AND SALE AGREEMENT BET. NRG POWER MIDWEST LP AND CONSOL PENNSYLVANIA COAL COMPANY LLC, EIGHT FOUR MINING COMPANY, CONSOLIDATION COAL COMPANY, AMVEST WEST VIRGINIA COAL, LLC, CONSOL OF KENTUCKY, INC. AND MCELROY COA - AMENDMENT TO MASTER COAL PURCHASE AND SALE AGREEMENT DTD 12/17/2002	11/15/2013	
948	NRG Power Midwest LP	CONSOL COAL	SECOND AMENDMENT TO MASTER COAL PURCHASE AND SALE AGREEMENT DTD 11/1/2007 - RE AGREEMENT DTD 12/17/2002	11/1/2007	
949	NRG Power Midwest LP	CONSOL COAL	THIRD AMENDMENT TO MASTER COAL PURCHASE AND SALE AGREEMENT DTD 3/17/2008 - RE AGREEMENT DTD 12/17/2002	3/17/2008	
950	NRG Power Midwest LP	CONSOL COAL	MASTER COAL PURCHASE AND SALE AGREEMENT DTD 12/17/2002	12/17/2002	
951	NRG Power Midwest LP	CONSOL COAL	FOURTH AMENDMENT TO MASTER COAL PURCHASE AND SALE AGREEMENT BET. NRG POWER MIDWEST LP AND CONSOL PENNSYLVANIA COAL COMPANY LLC, EIGHT FOUR MINING COMPANY, CONSOLIDATION COAL COMPANY, AMVEST WEST VIRGINIA COAL, LLC, CONSOL OF KENTUCKY, INC. AND MCELROY COA - AMENDMENT TO MASTER COAL PURCHASE AND SALE AGREEMENT DTD 12/17/2002	11/15/2013	
952	NRG Power Midwest LP	CONSOL COAL	FOURTH AMENDMENT TO MASTER COAL PURCHASE AND SALE AGREEMENT BET. NRG POWER MIDWEST LP AND CONSOL PENNSYLVANIA COAL COMPANY LLC, EIGHT FOUR MINING COMPANY, CONSOLIDATION COAL COMPANY, AMVEST WEST VIRGINIA COAL, LLC, CONSOL OF KENTUCKY, INC. AND MCELROY COA - AMENDMENT TO MASTER COAL PURCHASE AND SALE AGREEMENT DTD 12/17/2002	11/15/2013	
953	NRG Power Midwest LP	CONSOL COAL	FIRST AMENDMENT TO MASTER COAL PURCHASE AND SALE AGREEMENT DTD 8/1/2007 - RE AGREEMENT DTD 12/17/2002	8/1/2007	
954	NRG Power Midwest LP	HARSCO INFRASTRUCTURE AMERICAS	AMENDMENT IV EXTENTION OF BOILER SLAG AGREEMENT	3/15/2001	\$ 0.00
955	Hudson Valley Gas Corporation	COLUMBIA GAS TRANSMISSION CORPORATION	POINT OF DELIVERY AGREEMENT - TRAN0354; PC# 662509	5/8/2003	\$ 0.00
956	Hudson Valley Gas Corporation	MILLENNIUM PIPELINE COMPANY LLC	OPERATIONAL BALANCING AGREEMENT - TRAN0386; REF NO. 10131	5/1/2009	\$ 0.00
957	Hudson Valley Gas Corporation	MILLENNIUM PIPELINE COMPANY LLC	OPERATIONAL BALANCING AGREEMENT DTD 3/1/2009	3/1/2009	
958	NRG Bowline LLC	NRG BOWLINE LLC (LESSOR)	PREMISES LEASE - LEASE OF LAND TO VILLAGE OF WEST HAVERSTRAW	5/4/2015	\$ 0.00
959	NRG Bowline LLC	ORANGE AND ROCKLAND	SETTLEMENT AGREEMENT	8/15/2001	\$ 0.00
960	NRG Bowline LLC	ORANGE AND ROCKLAND	OPERATING PROTOCOL - OPERATING PROTOCOLS AROUND SETTLEMENT AGREEMENT	8/31/2001	

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List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
961	NRG Bowline LLC	ORANGE AND ROCKLAND	CONTINUING SITE/INTERCONNECTION AGREEMENT DTD 11/24/1998	11/24/1998	
962	NRG Bowline LLC	ORANGE AND ROCKLAND	CONTINUING SITE/INTERCONNECTION AGREEMENT	11/24/1998	
963	NRG Bowline LLC	ORANGE AND ROCKLAND	BARGAIN AND SALE DEED	6/30/1999	
964	NRG Bowline LLC	ORANGE AND ROCKLAND	METERING AGREEMENT - RELATED TO THE PLANTS ELECTRIC REVENUE METERS, MAINTENANCE, AND BILLING.	1/2/2007	
965	NRG Bowline LLC	ORANGE AND ROCKLAND	GAS TRANSPORTATION AND BALANCING SERVICE AGREEMENT - GAS TRANSPORTATION AND BALANCING	1/1/2010	
966	NRG Bowline LLC	NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION	STIPULATION OF SETTLEMENT	11/30/2012	\$ 0.00
967	NRG Bowline LLC	NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION	SPDES CONSENT ORDER CO-3-2007-02222-2 - RELATED TO WATER VIOLATIONS.	12/31/2007	
968	NRG Bowline LLC	COUNTY OF ROCKLAND INDUSTRIAL	HEAD LEASE - AGREEMENTS THAT SUPPORT THE PILOT AGREEMENT	3/1/2014	\$ 0.00
969	NRG Bowline LLC	COUNTY OF ROCKLAND INDUSTRIAL	MEMORANDUM OF HEAD LEASE AGREEMENT - AGREEMENTS THAT SUPPORT THE PILOT AGREEMENT	3/1/2014	
970	NRG Bowline LLC	COUNTY OF ROCKLAND INDUSTRIAL	SUBLEASE AGREEMENT - AGREEMENTS THAT SUPPORT THE PILOT AGREEMENT	3/1/2014	
971	NRG Bowline LLC	GARNERVILLE HOLDING COMPANY, INC.	EASEMENT AGREEMENT	7/11/2014	\$ 0.00
972	NRG Bowline LLC	SOUTHERN ENERGY BOWLINE LLC	CONTINUING SITE/INTERCONNECTION AGREEMENT DTD 11/24/1998	11/24/1998	\$ 0.00
973	NRG Bowline LLC	COUNTY OF ROCKLAND	PILOT AGREEMENT W/ THE ROCKLAND COUNTY IDA	3/1/2014	\$ 0.00
974	NRG Bowline LLC	TOWN OF CLARKSTOWN	GRANT OF EASEMENT		\$ 0.00
975	NRG Bowline LLC	THE VILLAGE OF HAVERSTRAW	GUARANTY AGREEMENT	3/1/2014	\$ 0.00
976	NRG Bowline LLC	THE VILLAGE OF HAVERSTRAW	SETTLEMENT AGREEMENT		
977	NRG Bowline LLC	THE VILLAGE OF HAVERSTRAW	PAYMENT IN-LIEU OF TAXES AGREEMENT	3/1/2014	
978	NRG Bowline LLC	CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.	ACCESS AGREEMENT - RE: POND TO BARGE IN TRANSFORMERS/EQUIPMENT.	10/10/1969	\$ 0.00
979	NRG Bowline LLC	HUDSON VALLEY GAS CORP.	FTS SERVICE AGREEMENT - INTERNAL GAS SERVICE AGREEMENT	1/8/2001	\$ 0.00
980	NRG Bowline LLC	HUDSON VALLEY GAS CORP.	AMENDMENT TO FTS SERVICE AGREEMENT - AMENDMENT TO INTERNAL GAS SERVICE AGREEMENT	12/12/2003	
981	NRG Bowline LLC	HUDSON VALLEY GAS CORP.	OPERATING PROTOCOL - OPERATING PROTOCOLS AROUND SETTLEMENT AGREEMENT	8/31/2001	
982	NRG Bowline LLC	HUDSON VALLEY GAS CORP.	HEAD LEASE - AGREEMENTS THAT SUPPORT THE PILOT AGREEMENT	3/1/2014	
983	NRG Bowline LLC	HUDSON VALLEY GAS CORP.	MEMORANDUM OF HEAD LEASE AGREEMENT - AGREEMENTS THAT SUPPORT THE PILOT AGREEMENT	3/1/2014	
984	NRG Bowline LLC	HUDSON VALLEY GAS CORP.	SUBLEASE AGREEMENT - AGREEMENTS THAT SUPPORT THE PILOT AGREEMENT	3/1/2014	
985	NRG Bowline LLC	HUDSON VALLEY GAS CORP.	MEMORANDUM OF SUBLEASE AGREEMENT - AGREEMENTS THAT SUPPORT THE PILOT AGREEMENT	3/1/2014	
986	NRG California South LP	NRG POWER MARKETING LLC	ISDA 2002 MASTER AGREEMENT DTD 6/26/2013	6/26/2013	\$ 0.00
987	NRG California South LP	NRG POWER MARKETING LLC	ENERGY MARKETING SERVICES AGREEMENT DTD 2/1/2013	2/1/2013	
988	NRG California South LP	NRG POWER MARKETING LLC	SCHEDULE TO THE 2002 MASTER AGREEMENT DTD 6/26/2013	6/26/2013	
989	NRG California South LP	MIRANT ENERGY TRADING LLC	POWER SALE, FUEL SUPPLY AND SERVICES AGREEMENT DTD 12/2/2010 - MULTI023	12/2/2010	\$ 0.00

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List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
990	NRG California South LP	CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION	PARTICIPATING GENERATOR AGREEMENT DTD 3/31/2009	3/31/2009	\$ 0.00
991	NRG California South LP	CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION	SCHEDULING COORDINATOR AGREEMENT DTD 4/19/2012	4/19/2012	
992	NRG California South LP	KERN RIVER GAS TRANSMISSION COMPANY	OPERATIONAL BALANCING AGREEMENT - CONTRACT NO. 4071	1/28/2011	\$ 0.00
993	NRG California South LP	KERN RIVER GAS TRANSMISSION COMPANY	OPERATIONAL BALANCING AGREEMENT DTD 1/28/2011 - CONTRACT NO. 4071	1/28/2011	
994	NRG Canal LLC	NSTAR ELECTRIC CO DBA EVERSOURCE ENERGY	THIRD AMENDMENT OF THIRD RELIABILITY AGREEMENT FOR WEST TISBURY UNITS AND THE OAK BLUFFS UNITS DTD 2/13/2017	2/13/2017	\$ 0.00
995	NRG Canal LLC	NSTAR ELECTRIC CO DBA EVERSOURCE ENERGY	FIRST AMENDMENT OF THIRD RELIABILITY AGREEMENT FOR WEST TISBURY UNITS AND THE OAK BLUFFS UNITS DTD 5/29/2015	5/29/2015	
996	NRG Canal LLC	NSTAR ELECTRIC CO DBA EVERSOURCE ENERGY	WAIVER AND RELEASE AGREEMENT DTD 2/12/2016	2/12/2016	
997	NRG Canal LLC	NSTAR ELECTRIC CO DBA EVERSOURCE ENERGY	INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT DTD 10/28/2014	10/28/2014	
998	NRG Canal LLC	NSTAR ELECTRIC CO DBA EVERSOURCE ENERGY	WAIVER AND RELEASE AGREEMENT DTD 2/12/2016	2/12/2016	
999	NRG Canal LLC	NSTAR ELECTRIC CO DBA EVERSOURCE ENERGY	3D RELIABILITY AGREEMENT FOR WEST TISBURY AND OAK BLUFFS UNITS	5/31/2011	
1000	NRG Canal LLC	ALGONQUIN GAS TRANSMISSION LLC	SERVICE AGREEMENT (APPLICABLE TO RATE SCHEDULE AFT - CL) - TRAN0384; REF NO. 510534R1	4/1/2006	\$ 0.00
1001	NRG Canal LLC	ALGONQUIN GAS TRANSMISSION LLC	GRANT OF EASEMENT - TRACT NOS. G-24-9 AND G-24-11	4/29/2008	
1002	NRG Canal LLC	SOUTHERN ENERGY NEW ENGLAND LLC	INTERCONNECTION AND SITE AGREEMENT DTD 5/15/1998	5/15/1998	\$ 0.00
1003	NRG Canal LLC	SOUTHERN ENERGY NEW ENGLAND LLC	ASSET SALE AGREEMENT DTD 5/15/1998	5/15/1998	
1004	NRG Canal LLC	TOWN OF SANDWICH	SITE LEASE AGREEMENT DTD 7/1/2005	7/1/2005	\$ 0.00
1005	NRG Canal LLC	TOWN OF SANDWICH	TAX VALUATION AGREEMENT	10/19/2016	
1006	NRG Canal LLC	COMMONWEALTH ELECTRIC COMPANY	ASSET SALE AGREEMENT DTD 5/15/1998	5/15/1998	\$ 0.00
1007	NRG Canal LLC	COMMONWEALTH ELECTRIC COMPANY	RESTATED SECOND AMENDMENT TO SERVICE AGREEMENT FOR BACK-UP AND MAINTENANCE SERVICE - AMENDS SERVICE AGREEMENT FOR BACK-UP AND MAINTENANCE SERVICE DTD 12/30/1998 AND FIRST AMENDMENT DTD 1/15/1999; SUPERCEDES AND REPLACES SECOND AMENDMENT DTD 4/26/2000	3/1/2002	
1008	NRG Canal LLC	COMMONWEALTH ELECTRIC COMPANY	INTERCONNECTION AND SITE AGREEMENT DTD 5/15/1998	5/15/1998	
1009	NRG Canal LLC	CAA COMBUSTION SYSTEMS	CCA COMBUSTION SYSTEMS A DIVISION OF PEERLESS MFG CO. RATE SHEET JANUARY 2015 - BREAKDOWN OF MAN POWER RATE, MINIMUM DAILY CHARGES, AND EXPENSES	2/1/2016	\$ 0.00
1010	NRG Canal LLC	CANAL ELECTRIC COMPANY	EASEMENT FOR FUEL CARRYING PIPELINE, CAPE COD CANAL PROJECT, BOURNE AND SANDWICH, MASSACHUSETTS - EASEMENT NO. DACW33-2-95-9	6/1/1995	\$ 0.00
1011	NRG Canal LLC	CAPE & VINEYARD ELECTRIC COMPANY	DEPARTMENT OF THE ARMY EASEMENT - REF NO. DA-19-016-CIVENG-60-127	11/17/1961	\$ 0.00
1012	NRG Canal LLC	DEPARTMENT OF THE ARMY	EASEMENT FOR FUEL CARRYING PIPELINE, CAPE COD CANAL PROJECT, BOURNE AND SANDWICH, MASSACHUSETTS - EASEMENT NO. DACW33-2-95-9	6/1/1995	\$ 0.00
1013	NRG Canal LLC	DEPARTMENT OF THE ARMY	DEPARTMENT OF THE ARMY EASEMENT - REF NO. DA-19-016-CIVENG-60-127	11/17/1961	
1014	NRG Canal LLC	DEPARTMENT OF THE ARMY	EASEMENT FOR FUEL CARRYING PIPELINE, CAPE COD CANAL PROJECT, BOURNE AND SANDWICH, MASSACHUSETTS - EASEMENT NO. DACW33-2-95-9	6/1/1995	
1015	NRG Canal LLC	DEPARTMENT OF THE ARMY	DEPARTMENT OF THE ARMY EASEMENT - REF NO. DA-19-016-CIVENG-60-127	11/17/1961	

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List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
1016	NRG Canal LLC	DUKES COUNTY IN THE COMMONWEALTH OF MASSACHUSETTS	AGREEMENT RE ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE DTD 1/1/1999	1/1/1999	\$ 0.00
1017	NRG Canal LLC	JOHN L. MACDONALD	SETTLEMENT AGREEMENT	5/17/2016	\$ 0.00
1018	NRG Canal LLC	JOHN L. MACDONALD	SETTLEMENT AGREEMENT	5/18/2016	
1019	NRG Canal LLC	JOHN L. MACDONALD	TEMPORARY RIGHT OF ENTRY AGREEMENT DTD 8/11/2016	8/11/2016	
1020	NRG Canal LLC	NEW CINGULAR WIRELESS PCS, LLC	SECOND AMENDMENT TO LEASE AGREEMENT DTD 7/11/13 - AMENDS LEASE DTD 6/27/1997	7/11/2013	\$ 0.00
1021	NRG Canal LLC	NEW CINGULAR WIRELESS PCS, LLC	FORM OF ACCESS AGREEMENT DTD 7/11/13	7/11/2013	
1022	NRG Canal LLC	NEW CINGULAR WIRELESS PCS, LLC	ACCESS AGREEMENT DTD 6/15/2015	6/15/2015	
1023	NRG Canal LLC	NEW CINGULAR WIRELESS PCS, LLC	ACCESS AGREEMENT		
1024	NRG Canal LLC	NEW CINGULAR WIRELESS PCS, LLC	SECOND AMENDMENT TO LEASE AGREEMENT DTD 7/11/13 - AMENDS LEASE DTD 6/27/1997	7/11/2013	
1025	NRG Canal LLC	NEW CINGULAR WIRELESS PCS, LLC	FORM OF ACCESS AGREEMENT	7/11/2013	
1026	NRG Canal LLC	NEW CINGULAR WIRELESS PCS, LLC	ACCESS AGREEMENT DTD 6/15/2015	6/15/2015	
1027	NRG Canal LLC	NEW CINGULAR WIRELESS PCS, LLC	ACCESS AGREEMENT		
1028	NRG Canal LLC	PEERLESS MFG CO	TERMS AND CONDITIONS ENGINEERED EQUIPMENT & MATERIALS - ATTACHMENT 1 TO CONTRACT NO. 4501614065		\$ 0.00
1029	NRG Canal LLC	NRG CANAL 3 DEVELOPMENT	OPERATION AND MAINTENANCE AGREEMENT DTD 12/16/2016 - OWNER DESIRES TO HIRE OPERATOR TO OPERATE AND MAINTAIN THE FACILITY IN ACCORDANCE WITH THIS AGREEMENT	12/16/2016	\$ 0.00
1030	NRG Canal LLC	NRG CANAL 3 DEVELOPMENT	SHARED FACILITIES AGREEMENT DTD 12/16/2016 - TENANT INTENDS TO DEVELOP AND OWN A 330MW STATE OF THE ART, NATURAL GAS SIMPLE-CYCLE COMBUSTION TURBINE FOR PEAKING SERVICE	12/16/2016	
1031	NRG Canal LLC	NRG CANAL 3 DEVELOPMENT	OPTION AND LEASE AGREEMENT 3/13/2016	3/13/2016	
1032	NRG Canal LLC	ALGONQUIN GAS TRANSMISSION COMPANY	OPERATIONAL BALANCING AGREEMENT - TRAN0399; CONTRACT NO. 990BA01	1/1/1999	\$ 0.00
1033	NRG Canal LLC	ALGONQUIN GAS TRANSMISSION COMPANY	OPERATIONAL BALANCING AGREEMENT - CONTRACT NO. 990BA01	1/1/1999	
1034	NRG Canal LLC	ALGONQUIN GAS TRANSMISSION COMPANY	SERVICE AGREEMENT	4/1/2016	
1035	NRG Canal LLC	ALGONQUIN GAS TRANSMISSION COMPANY	SERVICE AGREEMENT DTD 4/13/2006 - REF NO. 510534R1	4/13/2006	
1036	NRG Canal LLC	ALGONQUIN GAS TRANSMISSION COMPANY	OPERATIONAL BALANCING AGREEMENT - CONTRACT NO. 990BA01; REF NO. TRAN0399	1/1/1999	
1037	NRG Canal LLC	ALGONQUIN GAS TRANSMISSION COMPANY	SERVICE AGREEMENT (APPLICABLE TO RATE SCHEDULE AFT-CL) DTD 4/13/2006 - REF NO. 510534R1 / TRAN0384	4/13/2006	
1038	NRG Canal LLC	ALGONQUIN GAS TRANSMISSION COMPANY	OPERATIONAL BALANCING AGREEMENT - CONTRACT NO. 990BA01; REF NO. TRAN0399	1/1/1999	
1039	NRG Canal LLC	ALGONQUIN GAS TRANSMISSION COMPANY	SERVICE AGREEMENT (APPLICABLE TO RATE SCHEDULE AFT-CL) DTD 4/13/2006 - REF NO. 510534R1 / TRAN0384	4/13/2006	
1040	NRG Canal LLC	HAMON RESEARCH COTTRELL INC	HR-C PROPOSAL	3/7/2017	\$ 0.00
1041	NRG Canal LLC	ISO NEW ENGLAND INC	INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT DTD 10/28/2014	10/28/2014	\$ 0.00
1042	NRG Delta LLC	ENVIRONMENTAL RESOURCES MANAGEMENT	ERM PROPOSAL SHORT FORM DTD 2/10/2017 - FOR ENGINEERING, EHS, CONSULTING	2/10/2017	\$ 0.00
1043	NRG Florida LP	OSCEOLA COUNTY	ACCESS EASEMENT AGREEMENT DTD 12/31/2003	12/31/2003	\$ 0.00
1044	NRG Florida LP	MIRANT ENERGY TRADING LLC	POWER SALE, FUEL SUPPLY AND SERVICES AGREEMENT DTD 12/2/2010 - MULTI024	12/2/2010	\$ 0.00
1045	NRG Florida LP	FLORIDA POWER CORPORATION	STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT (LGIA) DTD 8/20/2012	8/20/2012	\$ 0.00

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Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
1046	NRG Florida LP	FLORIDA POWER CORPORATION	EASEMENT AGREEMENT DTD 10/24/2000	10/24/2000	
1047	NRG Florida LP	FLORIDA POWER CORPORATION	UNDERGROUND PIPELINE RIGHT-OF-WAY UTILIZATION AGREEMENT	5/4/2001	
1048	NRG Florida LP	HABITAT RESTORATION, INC.	ACCESS EASEMENT AGREEMENT DTD 12/31/2003	12/31/2003	\$ 0.00
1049	NRG Florida LP	RUDD EQUIPMENT COMPANY	GRANT OF EASEMENT DTD 11/29/2000	11/29/2000	\$ 0.00
1050	NRG Florida LP	THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES	NOISE EASEMENT DTD 4/26/2002	4/26/2002	\$ 0.00
1051	NRG Lovett LLC	ORANGE AND ROCKLAND	OPERATING PROTOCOL - OPERATING PROTOCOLS AROUND SETTLEMENT AGREEMENT	8/31/2001	\$ 0.00
1052	NRG Lovett LLC	ORANGE AND ROCKLAND	SETTLEMENT AGREEMENT	8/15/2001	
1053	NRG Lovett LLC	ORANGE AND ROCKLAND	BARGAIN AND SALE DEED - DEED TRANSFER TO SOUTHERN ENERGY LOVETT, L.L.C.	6/30/1999	
1054	NRG Lovett LLC	ORANGE AND ROCKLAND	GRANT OF OPERATING EASEMENTS	6/30/1999	
1055	NRG Lovett LLC	ORANGE AND ROCKLAND	TERM SHEET (LAND SALE) - TERM SHEET FOR THE PURCHASE OF LAND REGARDING SUBSTATION	8/23/2017	
1056	NRG Lovett LLC	ALGONQUIN GAS TRANSMISSION LLC	PIPELINE EASEMENT AGREEMENT	8/28/2015	\$ 0.00
1057	NRG Lovett LLC	ALGONQUIN GAS TRANSMISSION LLC	ADVANCE DAMAGE RELEASE - REGARDING PERMANENT EASEMENT FOR GAS PIPELINE	8/28/2015	
1058	NRG Lovett LLC	ALGONQUIN GAS TRANSMISSION LLC	ACCESS AGREEMENT FOR RESTORATION OF PROPERTY INCLUDING WETLAND AREAS - ACCESS AGREEMENT TO ALGONQUIN FOR GAS PIPELINE	8/18/2014	
1059	NRG Lovett LLC	NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION	ESCROW AGREEMENT - REGARDING CAP STABILIZATION PROJECT UNDER CONSENT ORDER DATED JUNE 12, 2006.	6/12/2006	\$ 0.00
1060	NRG Lovett LLC	NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION	CONSENT ORDER #CO3-20080414-15	7/15/2009	
1061	NRG Lovett LLC	TAPPAN ZEE CONSTRUCTION, LLC	PARCEL LEASE IN STONY POINT, NY	9/17/2013	\$ 0.00
1062	NRG Lovett LLC	TAPPAN ZEE CONSTRUCTION, LLC	PREMISES LEASE - LAND LEASE TO CONTRACTOR BUILDING TAPPAN ZEE BRIDGE	9/17/2013	
1063	NRG Lovett LLC	TAPPAN ZEE CONSTRUCTION, LLC	PREMISE LEASE EXTENTION LETTER - EXTENSION OF LAND LEASE TO TO CONTRACTOR BUILDING TAPPAN ZEE BRIDGE	7/7/2014	
1064	NRG Lovett LLC	TAPPAN ZEE CONSTRUCTION, LLC	REF: LT-TZC-NRG-00002 - EXTENSION OF LEASE AGREEMENT DTD 9/17/13 BETWEEN TAPPAN ZEE CONSTRUCTORS LLC AND NRG LOVETT LLC	9/26/2017	
1065	NRG Lovett LLC	CSX	CSX-LOVETT WIRELINE CROSSING CR 160191 - WIRELINE CROSSING	9/16/2009	\$ 0.00
1066	NRG Lovett LLC	CSX	CSX-LOVETT WATER CROSSING CR 090396005 - WATER CROSSING	9/16/2009	
1067	NRG Lovett LLC	DEUTSCHE BANK AG	TRUST AGREEMENT REGARDING LANDFILL CLOSURE	7/11/2002	\$ 0.00
1068	NRG Lovett LLC	DEUTSCHE BANK AG	ESCROW AGREEMENT - REGARDING CAP STABILIZATION PROJECT UNDER CONSENT ORDER DATED JUNE 12, 2006.	6/12/2006	
1069	NRG Lovett LLC	HUDSON VALLEY GAS CORP.	OPERATING PROTOCOL - OPERATING PROTOCOLS AROUND SETTLEMENT AGREEMENT	8/31/2001	\$ 0.00
1070	NRG North America LLC	COMMONWEALTH ELECTRIC COMPANY	INTERCONNECTION AND SITE AGREEMENT DTD 5/15/1998	5/15/1998	\$ 0.00
1071	NRG North America LLC	CONSTELLATION ENERGY COMMODITIES GROUP INC.	SECOND AMENDMENT AGREEMENT DTD 5/28/2010 - AMENDMENT TO ISDA MASTER AGREEMENT DTD 3/5/2008	5/28/2010	\$ 0.00
1072	NRG Power Generation LLC	OHIO EDISON	CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	\$ 0.00
1073	NRG Power Generation LLC	OHIO EDISON	MUST-RUN AGREEMENT DTD 9/24/1999	9/24/1999	

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Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
1074	NRG Power Generation LLC	OHIO EDISON	ASSET PURCHASE AGREEMENT DTD 9/24/1999	9/24/1999	
1075	NRG Power Generation LLC	OHIO EDISON	NEW CASTLE GENERATING UNITS CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	
1076	NRG Power Generation LLC	OHIO EDISON	EASEMENT, LICENSE AND ATTACHMENT AGREEMENT DTD 11/20/1999	11/30/1999	
1077	NRG Power Generation LLC	OHIO EDISON	AVON LAKE GENERATING UNITS CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	
1078	NRG Power Generation LLC	OHIO EDISON	NILES GENERATING UNITS CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	
1079	NRG Power Generation LLC	AMERICAN TRANSMISSION SYSTEMS INC	CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	\$ 0.00
1080	NRG Power Generation LLC	AMERICAN TRANSMISSION SYSTEMS INC	MUST-RUN AGREEMENT DTD 9/24/1999	9/24/1999	
1081	NRG Power Generation LLC	AMERICAN TRANSMISSION SYSTEMS INC	AVON LAKE GENERATING UNITS CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	
1082	NRG Power Generation LLC	AMERICAN TRANSMISSION SYSTEMS INC	NEW CASTLE GENERATING UNITS CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	
1083	NRG Power Generation LLC	AMERICAN TRANSMISSION SYSTEMS INC	EASEMENT, LICENSE AND ATTACHMENT AGREEMENT DTD 11/20/1999	11/30/1999	
1084	NRG Power Generation LLC	AMERICAN TRANSMISSION SYSTEMS INC	NILES GENERATING UNITS CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	
1085	NRG Power Generation LLC	FIRSTENERGY CORP	CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	\$ 0.00
1086	NRG Power Generation LLC	FIRSTENERGY CORP	MUST-RUN AGREEMENT DTD 9/24/1999	9/24/1999	
1087	NRG Power Generation LLC	FIRSTENERGY CORP	ASSET PURCHASE AGREEMENT DTD 9/24/1999	9/24/1999	
1088	NRG Power Generation LLC	FIRSTENERGY CORP	NEW CASTLE GENERATING UNITS CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	
1089	NRG Power Generation LLC	FIRSTENERGY CORP	MUST RUN AGREEMENT DTD 9/24/1999	9/24/1999	
1090	NRG Power Generation LLC	FIRSTENERGY CORP	CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	
1091	NRG Power Generation LLC	FIRSTENERGY CORP	ASSET PURCHASE AGREEMENT DTD 9/24/1999	9/24/1999	
1092	NRG Power Generation LLC	RELIANT ENERGY MID-ATLANTIC POWER	SUPPORT SERVICES AGREEMENT DATED 8/24/2000	8/24/2000	\$ 0.00
1093	NRG Power Generation LLC	CLEVELAND ELECTRIC ILLUMINATING COMPANY	CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	\$ 0.00
1094	NRG Power Generation LLC	CLEVELAND ELECTRIC ILLUMINATING COMPANY	NEW CASTLE GENERATING UNITS CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	
1095	NRG Power Generation LLC	CLEVELAND ELECTRIC ILLUMINATING COMPANY	MUST-RUN AGREEMENT DTD 9/24/1999	9/24/1999	
1096	NRG Power Generation LLC	CLEVELAND ELECTRIC ILLUMINATING COMPANY	ASSET PURCHASE AGREEMENT DTD 9/24/1999	9/24/1999	
1097	NRG Power Generation LLC	CLEVELAND ELECTRIC ILLUMINATING COMPANY	MUST-RUN AGREEMENT DTD 9/24/1999	9/24/1999	
1098	NRG Power Generation LLC	CLEVELAND ELECTRIC ILLUMINATING COMPANY	ASSET PURCHASE AGREEMENT DTD 9/24/1999	9/24/1999	

## GenOn Energy, Inc.

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
1099	NRG Power Generation LLC	CLEVELAND ELECTRIC ILLUMINATING COMPANY	MUST RUN AGREEMENT DTD 9/24/1999	9/24/1999	
1100	NRG Power Generation LLC	CLEVELAND ELECTRIC ILLUMINATING COMPANY	CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	
1101	NRG Power Generation LLC	CLEVELAND ELECTRIC ILLUMINATING COMPANY	EASEMENT, LICENSE AND ATTACHMENT AGREEMENT DTD 11/20/1999	11/30/1999	
1102	NRG Power Generation LLC	CLEVELAND ELECTRIC ILLUMINATING COMPANY	AVON LAKE GENERATING UNITS CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	
1103	NRG Power Generation LLC	CLEVELAND ELECTRIC ILLUMINATING COMPANY	NILES GENERATING UNITS CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	
1104	NRG Power Generation LLC	THE TOLEDO EDISON COMPANY	NEW CASTLE GENERATING UNITS CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	\$ 0.00
1105	NRG Power Generation LLC	THE TOLEDO EDISON COMPANY	MUST RUN AGREEMENT DTD 9/24/1999	9/24/1999	
1106	NRG Power Generation LLC	THE TOLEDO EDISON COMPANY	CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	
1107	NRG Power Generation LLC	THE TOLEDO EDISON COMPANY	EASEMENT, LICENSE AND ATTACHMENT AGREEMENT DTD 11/20/1999	11/30/1999	
1108	NRG Power Generation LLC	THE TOLEDO EDISON COMPANY	AVON LAKE GENERATING UNITS CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	
1109	NRG Power Generation LLC	THE TOLEDO EDISON COMPANY	NILES GENERATING UNITS CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	
1110	NRG Power Generation LLC	PENNSYLVANIA POWER & LIGHT	MUST RUN AGREEMENT DTD 9/24/1999	9/24/1999	\$ 0.00
1111	NRG Power Generation LLC	PENNSYLVANIA POWER & LIGHT	CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	
1112	NRG Power Generation LLC	PENNSYLVANIA POWER & LIGHT	EASEMENT, LICENSE AND ATTACHMENT AGREEMENT DTD 11/20/1999	11/30/1999	
1113	NRG Power Generation LLC	PENNSYLVANIA POWER & LIGHT	ASSET PURCHASE AGREEMENT DTD 9/24/1999	9/24/1999	
1114	NRG Power Generation LLC	RELIANT ENERGY MARYLAND HOLDINGS LLC	SUPPORT SERVICES AGREEMENT DATED 8/24/2000	8/24/2000	\$ 0.00
1115	NRG Power Generation LLC	RELIANT ENERGY NEW JERSEY HOLDINGS LLC	SUPPORT SERVICES AGREEMENT DATED 8/24/2000	8/24/2000	\$ 0.00
1116	NRG Power Generation LLC	LASALLE BANK NATIONAL ASSOCIATION	PAYING AGENT AGREEMENT DTD 1/18/2002 - PAYING AGENT AGREEMENT IN REGARDS TO AGREEMENT AND PLAN OF MERGER DATED AS OF SEPTEMBER 26, 2001 AMONG RELIANT AND ORION.	1/18/2002	\$ 0.00
1117	NRG Power Generation LLC	PENNSYLVANIA POWER COMPANY	CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	\$ 0.00
1118	NRG Power Generation LLC	PENNSYLVANIA POWER COMPANY	MUST-RUN AGREEMENT DTD 9/24/1999	9/24/1999	
1119	NRG Power Generation LLC	PENNSYLVANIA POWER COMPANY	ASSET PURCHASE AGREEMENT DTD 9/24/1999	9/24/1999	
1120	NRG Power Generation LLC	PENNSYLVANIA POWER COMPANY	NEW CASTLE GENERATING UNITS CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	
1121	NRG Power Generation LLC	PENNSYLVANIA POWER COMPANY	ASSET PURCHASE AGREEMENT DTD 9/24/1999	9/24/1999	
1122	NRG Power Generation LLC	PENNSYLVANIA POWER COMPANY	AVON LAKE GENERATING UNITS CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	

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List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
1123	NRG Power Generation LLC	PENNSYLVANIA POWER COMPANY	NILES GENERATING UNITS CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	
1124	NRG Power Generation LLC	RELIANT ENERGY NORTHEAST MANAGEMENT COMPANY	SUPPORT SERVICES AGREEMENT DATED 8/24/2000	8/24/2000	\$ 0.00
1125	NRG Power Generation LLC	RELIANT ENERGY POWER SERVICES, INC.	SUPPORT SERVICES AGREEMENT DATED 8/24/2000	8/24/2000	\$ 0.00
1126	NRG Power Generation LLC	SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP	ASSET PURCHASE AGREEMENT DTD 9/24/1999	9/24/1999	\$ 0.00
1127	NRG Power Generation LLC	BOROUGH OF CHESWICK	EASEMENT AGREEMENT DTD 1/24/2005	1/24/2005	\$ 0.00
1128	NRG Power Generation LLC	THE GROUP AGAINST SMOG AND POLLUTION	SETTLEMENT AGREEMENT DTD 2/18/2004	2/18/2004	\$ 0.00
1129	NRG Power Generation LLC	THE LSC CORPORATION	COAL PURCHASE/SALE AGREEMENT DTD 3/26/2001 - CONTRACT NO. 20010326A AND 20010326B	8/9/2001	\$ 0.00
1130	NRG Power Generation LLC	WINTHROP, STIMSON, PUTNAM & ROBERTS	MUST RUN AGREEMENT DTD 9/24/1999	9/24/1999	\$ 0.00
1131	NRG Power Generation LLC	WINTHROP, STIMSON, PUTNAM & ROBERTS	ASSET PURCHASE AGREEMENT DTD 9/24/1999	9/24/1999	
1132	NRG Power Generation LLC	COLUMBIA GAS OF OHIO	GAS TRANSPORTATION SERVICE AGREEMENT - CONTRACT NO. 10527	11/1/2009	\$ 0.00
1133	NRG Power Generation LLC	COLUMBIA GAS OF OHIO	SERVICE AGREEMENT FOR GAS TRANSPORTATION - TRAN0023; PCID # 15466254-001	12/30/2009	
1134	NRG Power Generation LLC	COLUMBIA GAS OF OHIO	GAS TRANSPORTATION SERVICE AGREEMENT - CONTRACT NO. 10527	10/29/2009	
1135	NRG Power Generation LLC	COLUMBIA GAS OF OHIO	GAS TRANSPORTATION SERVICE AGREEMENT		
1136	NRG Power Generation LLC	DUQUESNE LIGHT COMPANY	ASSET PURCHASE AGREEMENT DTD 9/24/1999	9/24/1999	\$ 0.00
1137	NRG Power Generation LLC	DUQUESNE LIGHT COMPANY	EASEMENT, LICENSE AND ATTACHMENT AGREEMENT DTD 11/20/1999	11/30/1999	\$ 0.00
1138	NRG Power Generation LLC	DUQUESNE LIGHT COMPANY	ASSET PURCHASE AGREEMENT DTD 9/24/1999	9/24/1999	\$ 0.00
1139	NRG Power Generation LLC	DUQUESNE LIGHT COMPANY	CONNECTION AND SITE AGREEMENT DTD 9/24/1999 - BRUNOT ISLAND GENERATING UNITS	9/24/1999	\$ 0.00
1140	NRG Power Generation LLC	DUQUESNE LIGHT COMPANY	MUST-RUN AGREEMENT DTD 9/24/1999	9/24/1999	\$ 0.00
1141	NRG Power Generation LLC	DUQUESNE LIGHT COMPANY	DEED DTD 4/27/2000	4/27/2000	\$ 0.00
1142	NRG Power Generation LLC	DUQUESNE LIGHT COMPANY	BRUNOT ISLAND GENERATING UNITS CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	\$ 0.00
1143	NRG Power Generation LLC	DUQUESNE LIGHT COMPANY	CHESWICK GENERATING UNIT CONNECTION AND SITE AGREEMENT DTD 9/24/1999	9/24/1999	\$ 0.00
1144	NRG Power Generation LLC	GENERAL ELECTRIC INTERNATIONAL, INC.	GUARANTY AGREEMENT DTD 12/22/2015	12/22/2015	\$ 0.00
1145	NRG Power Generation LLC	GENERAL ELECTRIC INTERNATIONAL, INC.	GUARANTY AGREEMENT DTD 8/23/2013	8/23/2013	
1146	GenOn Americas Generation, LLC	PROSKAUER ROSE LLP	LETTER AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00



## GenOn Energy, Inc.

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
1147	NRG Wholesale Generation LP	METROPOLITAN EDISON COMPANY	TERMINATION AGREEMENT DTD 6/19/2006 - RELATED TO INSTALLATION AGREEMENT DTD 4/15/2004	6/29/2006	\$ 0.00
1148	NRG Wholesale Generation LP	METROPOLITAN EDISON COMPANY	INSTALLATION AGREEMENT DTD 4/15/2004	4/15/2004	
1149	NRG Wholesale Generation LP	METROPOLITAN EDISON COMPANY	GENERATION FACILITY TRANSMISSION INTERCONNECTION AGREEMENT FIRST AMENDMENT DTD 11/3/2004 - TRANSMISSION INTERCONNECTION AGREEMENT DATED FEBRUARY 16, 2001	11/3/2004	
1150	NRG Wholesale Generation LP	METROPOLITAN EDISON COMPANY	GENERATION FACILITY TRANSMISSION INTERCONNECTION AGREEMENT DTD 2/16/2001	2/16/2001	
1151	NRG Wholesale Generation LP	METROPOLITAN EDISON COMPANY	METROPOLITAN EDISON COMPANY RELOCATION AGREEMENT DTD 8/17/2001	8/17/2001	
1152	NRG Wholesale Generation LP	METROPOLITAN EDISON COMPANY	GENERATION FACILITY TRANSMISSION INTERCONNECTION AGREEMENT FIRST AMENDMENT DTD 11/3/2004 - TRANSMISSION INTERCONNECTION AGREEMENT DATED FEBRUARY 16, 2001	11/3/2004	
1153	NRG Wholesale Generation LP	METROPOLITAN EDISON COMPANY	GENERATION FACILITY TRANSMISSION INTERCONNECTION AGREEMENT DTD 2/16/2001	2/16/2001	
1154	NRG Wholesale Generation LP	METROPOLITAN EDISON COMPANY	INTERIM INTERCONNECTION SERVICE AGREEMENT BETWEEN PJM INTERCONNECTION, L.L.C. AND RELIANT ENERGY HUNTERSTOWN, LLC DTD 11/6/2000	10/31/2000	
1155	NRG Wholesale Generation LP	NRG POWER MARKETING LLC	ENERGY MARKETING SERVICES AGREEMENT DTD 2/5/2013	2/5/2013	\$ 0.00
1156	NRG Wholesale Generation LP	PJM INTERCONNECTION LLC	INTERCONNECTION SERVICE AGREEMENT DTD 11/7/2001	11/7/2001	\$ 0.00
1157	NRG Wholesale Generation LP	PJM INTERCONNECTION LLC	INTERIM INTERCONNECTION SERVICE AGREEMENT BETWEEN PJM INTERCONNECTION, L.L.C. AND RELIANT ENERGY HUNTERSTOWN, LLC DTD 11/6/2000	10/31/2000	
1158	NRG Wholesale Generation LP	RA GENERATION LLC	GUARANTY AGREEMENT	7/12/2016	\$ 0.00
1159	NRG Wholesale Generation LP	TEXAS EASTERN TRANSMISSION CORP	OPERATIONAL BALANCING AGREEMENT DTD 11/9/2011 - CONTRACT NO. 630211	11/9/2011	\$ 0.00
1160	NRG Wholesale Generation LP	TEXAS EASTERN TRANSMISSION CORP	OPERATIONAL BALANCING AGREEMENT DTD 11/9/2011 - CONTRACT NO. 630212	11/9/2011	
1161	NRG Wholesale Generation LP	TEXAS EASTERN TRANSMISSION CORP	CONSTRUCTION, OWNERSHIP AND OPERATION AGREEMENT DTD 4/15/2003 - M&R 73306	4/15/2003	
1162	NRG Wholesale Generation LP	TEXAS EASTERN TRANSMISSION CORP	CONSTRUCTION, OWNERSHIP AND OPERATION AGREEMENT DTD 9/2/2003 - M & R 73339, CHOCTAW - ATTALA COUNTY, MS	9/2/2003	
1163	NRG Wholesale Generation LP	TEXAS EASTERN TRANSMISSION CORP	NETTING AGREEMENT - M & R 73339, CHOCTAW - ATTALA COUNTY, MS	9/2/2003	
1164	NRG Wholesale Generation LP	TEXAS EASTERN TRANSMISSION CORP	PIPELINE ALTERATION AGREEMENT DTD 9/2/2003	9/2/2003	
1165	NRG Wholesale Generation LP	ENTERGY MISSISSIPPI INC	CONSTRUCTION AND PAYMENT AGREEMENT		\$ 0.00
1166	NRG Wholesale Generation LP	ENTERGY MISSISSIPPI INC	AMENDED AND RESTATED INTERCONNECTION AND OPERATING AGREEMENT DTD 6/1/2002 - AMENDS INTERCONNECTION AND OPERATING AGREEMENT DTD 10/25/2001	6/1/2002	
1167	NRG Wholesale Generation LP	ENTERGY MISSISSIPPI INC	ACCESS EASEMENT AGREEMENT DATED 2/27/2003	2/27/2003	

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Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
1168	NRG Wholesale Generation LP	ENTERGY MISSISSIPPI INC	RIGHT-OF-WAY INSTRUMENT	2/27/2003	
1169	NRG Wholesale Generation LP	ENTERGY MISSISSIPPI INC	GENERATOR IMBALANCE AGREEMENT - PROVISIONS TO GENERATOR IMBALANCE AGREEMENT	1/17/2007	
1170	NRG Wholesale Generation LP	FIDELITY NATIONAL TITLE INSURANCE COMPANY	MODIFICATION ENDORSEMENT - POLICY NO.: 26-041-92-198991	12/22/2004	\$ 0.00
1171	NRG Wholesale Generation LP	FIDELITY NATIONAL TITLE INSURANCE COMPANY	TITLE INSURANCE POLICY DTD 4/2/2007 - ALTA OWNERS POLICY (10-17-92)	4/2/2007	
1172	NRG Wholesale Generation LP	FIDELITY NATIONAL TITLE INSURANCE COMPANY	TITLE INSURANCE POLICY DTD 8/2/2007 - ALTA OWNERS POLICY (10-17-92)	8/2/2007	
1173	NRG Wholesale Generation LP	RELIANT ENERGY MID-ATLANTIC POWER	CORRECTIVE DEED DTD 4/20/2001 - AMENDS ORIGINAL DEED DTD 4/20/2001	4/20/2001	\$ 0.00
1174	NRG Wholesale Generation LP	RELIANT ENERGY MID-ATLANTIC POWER	SECOND CORRECTIVE DEED DTD 4/20/2001 - AMENDS ORIGINAL DEED DTD 4/20/2001	4/20/2001	
1175	NRG Wholesale Generation LP	RELIANT ENERGY MID-ATLANTIC POWER	LICENSE AGREEMENT DTD 4/20/2001	4/20/2001	
1176	NRG Wholesale Generation LP	RELIANT ENERGY MID-ATLANTIC POWER	REINSTATEMENT AND AMENDMENT OF LICENSE AGREEMENT - AMENDS LICENSE AGREEMENT DTD 4/20/2001	4/20/2004	
1177	NRG Wholesale Generation LP	RELIANT ENERGY MID-ATLANTIC POWER	REINSTATEMENT AND AMENDMENT OF LICENSE AGREEMENT DTD 1/2/2008	1/2/2008	
1178	NRG Wholesale Generation LP	BETTY BLACK AKA BETTY JANE EDWARDS BLACK	RIGHT-OF-WAY EASEMENT - W.O.NO.01-10100, MAP NO. FROM 515-18-6000 TO 515-17-5900	9/11/2001	\$ 0.00
1179	NRG Wholesale Generation LP	GPU ENERGY	GENERATION FACILITY TRANSMISSION INTERCONNECTION AGREEMENT APPENDIX E, ARTICLE VI, BONUS/LIQUIDTD DAMAGED	12/12/2001	\$ 0.00
1180	NRG Wholesale Generation LP	MIDCONTINENT INDEPENDENT SYSTEM OPERATOR	CONSTRUCTION AND PAYMENT AGREEMENT		\$ 0.00
1181	NRG Wholesale Generation LP	ADAMS ELECTRIC COOPERATIVE INC	PERPETUAL RIGHT-OF-WAY EASEMENT AGREEMENT DTD 5/31/2001	5/31/2001	\$ 0.00
1182	NRG Wholesale Generation LP	BVZ POWER PARTNERS-FRENCH CAMP	FIRST AMENDMENT TO CONTRACT FOR COMBUSTION TURBINE GENERATORS AND STEAM TURBINE GENERATOR DTD 7/3/2013 - AMENDS CONTRACT FOR COMBUSTION TURBINE GENERATORS AND STEAM TURBINE GENERATOR DTD 12/3/2001	7/3/2003	\$ 0.00
1183	NRG Wholesale Generation LP	CAROL A. HOFFMAN	ARTICLES OF AGREEMENT DTD 10/26/2001	10/26/2001	\$ 0.00
1184	NRG Wholesale Generation LP	CAROL A. HOFFMAN	ARTICLES OF AGREEMENT DTD 10/26/2001	10/26/2001	
1185	NRG Wholesale Generation LP	COMMONWEALTH EDISON COMPANY	INGRESS-EGREE EASEMENT AGREEMENT DTD 2/1/2001	2/1/2001	\$ 0.00
1186	NRG Wholesale Generation LP	COMMONWEALTH EDISON COMPANY	DRAINAGE EASEMENT AGREEMENT DTD 2/1/2001	2/1/2001	
1187	NRG Wholesale Generation LP	COMMONWEALTH EDISON COMPANY	FIBER OPTIC CABLE FACILITIES EASEMENT AGREEMENT DTD 2/1/2001	2/1/2001	
1188	NRG Wholesale Generation LP	COMMONWEALTH EDISON COMPANY	GRANT OF ELECTRICAL EASEMENT AGREEMENT DTD 2/1/2001	2/1/2001	
1189	NRG Wholesale Generation LP	CYNTHIA I. TOOT	ARTICLES OF AGREEMENT		\$ 0.00
1190	NRG Wholesale Generation LP	DANIEL C. & KAREN LYNNE POWELL	ARTICLES OF AGREEMENT DTD 10/28/2001	10/28/2001	\$ 0.00
1191	NRG Wholesale Generation LP	EARLENE ANDERSON CALMESE,	RIGHT-OF-WAY EASEMENT AGREEMENT	1/10/2001	\$ 0.00

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Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
1192	NRG Wholesale Generation LP	EXPRESS SERVICES INC	STAFFING SERVICES CONTRACT DTD 1/3/2006 - CONTRACT NO. 4600019915	1/3/2006	\$ 0.00
1193	NRG Wholesale Generation LP	GERALD R. & BETTY JANE FORD	ARTICLES OF AGREEMENT DTD 10/29/2001	10/20/2001	\$ 0.00
1194	NRG Wholesale Generation LP	JAMES F ELLIOT AND DOROTHY ELLIOT	CONSENT/WAIVER/RELEASE AGREEMENT REMOVAL OF RAILROAD BRIDGE DTD 10/26/2001	10/26/2001	\$ 0.00
1195	NRG Wholesale Generation LP	JOHNNY D ANDERSON	EASEMENT AGREEMENT		\$ 0.00
1196	NRG Wholesale Generation LP	JOHNNY D ANDERSON & IRMA L ANDERSON	RIGHT-OF-WAY EASEMENT AGREEMENT	3/7/2001	\$ 0.00
1197	NRG Wholesale Generation LP	LAWYERS TITLE INSURANCE CORPORATION	MODIFICATION ENDORSEMENT - POLICY NO.: G47-1651038	12/22/2004	\$ 0.00
1198	NRG Wholesale Generation LP	LORRAINE C. HOSEY	ARTICLES OF AGREEMENT		\$ 0.00
1199	NRG Wholesale Generation LP	MARK C. & SHARON M. KELLER	ARTICLES OF AGREEMENT DTD 11/13/2001	11/13/2001	\$ 0.00
1200	NRG Wholesale Generation LP	NORFOLK SOUTHERN RAILWAY COMPANY	LICENSE AGREEMENT DTD 9/16/2002	9/16/2002	\$ 0.00
1201	NRG Wholesale Generation GP LLC	NRG NEWGEN LLC	OPTION AND LEASE AGREEMENT DTD 10/28/2015	10/28/2015	\$ 0.00
1202	NRG Wholesale Generation LP	PATRICIA A. KALB	OPTION AGREEMENT		\$ 0.00
1203	NRG Wholesale Generation LP	RELIANT ENERGY SERVICES, INC	COMMODITY PURCHASE AND SALE AND SERVICES AGREEMENT DTD 4/2/2003	4/2/2003	\$ 0.00
1204	NRG Wholesale Generation LP	RICHARD P. LAMBERT	OPTION AGREEMENT DTD 5/31/2001	5/31/2001	\$ 0.00
1205	NRG Wholesale Generation LP	STEWART TITLE GUARANTY COMPANY	MODIFICATION ENDORSEMENT - POLICY NO.: M-9994-5515162; TITLE NO. 04151296	12/22/2004	\$ 0.00
1206	NRG Wholesale Generation LP	STRABAN TOWNSHIP	FIRST AMENDMENT TO WWTP DEVELOPMENT AND OPERATING AGREEMENT DTD 4/5/2007	4/5/2007	\$ 0.00
1207	NRG Wholesale Generation LP	STRABAN TOWNSHIP	AGREEMENT		
1208	NRG Wholesale Generation LP	STRABAN TOWNSHIP	WWTP DEVELOPMENT AND OPERATING AGREEMENT DTD 3/19/2001 - FILE NO. 006408	3/19/2001	
1209	NRG Wholesale Generation LP	TERRY L. & DEBRA K. LITTLE	ARTICLES OF AGREEMENT DTD 10/26/2001	10/26/2001	\$ 0.00
1210	NRG Wholesale Generation LP	COUNTY OF ADAMS	GUERNSEY BRIDGE REMOVAL AGREEMENT DTD 11/27/2001	11/21/2001	\$ 0.00
1211	NRG Wholesale Generation LP	COUNTY OF ADAMS	GUERNSEY BRIDGE REMOVAL AGREEMENT DTD 11/21/2001	11/21/2001	
1212	NRG Wholesale Generation LP	COUNTY OF ADAMS	PUBLIC SEWER SYSTEM RIGHT-OF-WAY EASEMENT AGREEMENT	2/4/2002	
1213	NRG Wholesale Generation LP	COUNTY OF ADAMS	OPTION AGREEMENT DTD 5/31/2001	5/31/2001	
1214	NRG Wholesale Generation LP	COUNTY OF ADAMS	PUBLIC SEWER SYSTEM RIGHT-OF-WAY EASEMENT AGREEMENT	2/4/2002	

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List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
1215	NRG Wholesale Generation LP	COUNTY OF ADAMS	FIRST AMENDMENT TO WWTP DEVELOPMENT AND OPERATING AGREEMENT DTD 4/5/2007	4/5/2007	
1216	NRG Wholesale Generation LP	COUNTY OF ADAMS	WWTP DEVELOPMENT AND OPERATING AGREEMENT DTD 3/19/2001 - FILE NO. 006408	3/19/2001	
1217	NRG Wholesale Generation LP	TOWNSHIP OF STRABAN	PUBLIC SEWER SYSTEM RIGHT-OF-WAY EASEMENT AGREEMENT	2/4/2002	\$ 0.00
1218	NRG Wholesale Generation LP	UNITED STATES ARMY CORPS OF ENGINEERS	RIGHT-OF-WAY EASEMENT AGREEMENT		\$ 0.00
1219	NRG Wholesale Generation LP	CSX	CSXT-REH RAILROAD BRIDGE TRANSFER AGREEMENT DTD 11/9/2001	11/9/2001	\$ 0.00
1220	RRI Energy Communications, Inc.	ALDINE INDEPENDENT SCHOOL DISTRICT	SECOND AMENDMENT TO FIBER OPTICS CABLE CONSTRUCTION, MAINTENANCE AND LICENSE AGREEMENT - AMENDMENT TO AGREEMENT DATED 4/5/2000 AND AMENDED 4/5/2015	9/19/2016	\$ 0.00
1221	RRI Energy Communications, Inc.	ALDINE INDEPENDENT SCHOOL DISTRICT	FIBER OPTICS CABLE CONSTRUCTION, MAINTENANCE, AND LICENSE AGREEMENT	4/5/2000	
1222	RRI Energy Communications, Inc.	DEER PARK INDEPENDENT SCHOOL DISTRICT	FIBER OPTICS CABLE CONSTRUCTION, MAINTENANCE, AND LICENSE AGREEMENT	7/12/2000	\$ 0.00
1223	GenOn Energy, Inc.	LEGALPEOPLE	RE: TERMS OF SERVICES - LETTER AGREEMENT DTD 5/19/2017	5/19/2017	\$ 0.00
1224	GenOn Energy, Inc.	LEGALPEOPLE	RE: TERMS OF SERVICES - LETTER AGREEMENT DTD 5/19/2017	5/19/2017	
1225	NRG Power Midwest LP	DANIEL D MCDEVITT	LETTER AGREEMENT DTD 8/31/2017 - RE: TERMS AND CONDITIONS UNDER SERVICES PROVIDED BY CONTRACTOR	8/31/2017	\$ 0.00
1226	GenOn Americas Generation, LLC	BABST, CALLAND, CLEMENTS & SOMNIT, P.C.	LETTER AGREEMENT DTD 9/20/2017 - RE: ENGAGEMENT BY NRG POWER MIDWEST LP FOR SIERRA CLUB, ET AL. V DEPARTMENT OF ENVIRONMENTAL PROJECTS	9/20/2017	\$ 0.00
1227	GenOn Energy, Inc.	ANDREW C KIDD	LETTER AGREEMENT DTD 5/22/2017 - RE: TERMS RELATING TO SERVICE AS A MEMBER OF THE BOARD OF MANAGERS	5/22/2017	\$ 0.00
1228	GenOn Energy, Inc.	ANDREW C KIDD	LETTER AGREEMENT DTD 5/22/2017 - RE: TERMS RELATING TO SERVICE AS A MEMBER OF THE BOARD OF MANAGERS	5/22/2017	
1229	GenOn Energy, Inc.	MARK ALLEN MCFARLAND	EMPLOYMENT AGREEMENT DTD 4/7/2017 - RE: TERMS AND CONDITIONS FOR THE EMPLOYMENT RELATIONSHIP OF THE EXECUTIVE WITH THE COMPANY	4/7/2017	\$ 0.00
1232	GenOn Energy, Inc.	JAY BYS	LETTER AGREEMENT - RE: CONSULTING SERVICES	4/19/2017	\$ 0.00
1233	GenOn Energy, Inc.	JAY BYS	PURCHASE ORDER - RE: CONSULTING SERVICES	4/19/2017	
1234	GenOn Energy, Inc.	SCOTT LEONARD	LETTER AGREEMENT - RE: EMPLOYMENT	5/19/2017	\$ 0.00
1235	GenOn Energy, Inc.	ROLAND S TILDEN	LETTER AGREEMENT - RE: EMPLOYMENT	On or about October 2017	\$ 0.00
1236	GenOn Energy, Inc.	CUSHMAN & WAKEFIELD	LETTER AGREEMENT - RE: TERMS OF ENGAGEMENT FOR APPRAISAL SERVICES	10/24/2017	\$ 0.00
1237	GenOn Energy, Inc.	PRICEWATERHOUSECOOPERS LLP	ENGAGEMENT LETTER - RE: TAX SERVICES	5/31/2017	\$ 0.00
1238	GenOn Energy, Inc.	PRICEWATERHOUSECOOPERS LLP	ENGAGEMENT LETTER - RE: AUDIT SERVICES	10/26/2017	
1239	GenOn Energy, Inc.	PRICEWATERHOUSECOOPERS LLP	ENGAGEMENT LETTER - RE: VALUATION ADVISORY SERVICES	9/29/2017	
1240	GenOn Energy Services, LLC	TRAVIS/MAIN PARTNERS LP	LETTER AGREEMENT DTD 4/23/2004 - RE: SECOND AMENDMENT OF LEASE DTD 4/23/2004	4/23/2004	\$ 0.00
1241	GenOn Energy Services, LLC	TRAVIS/MAIN PARTNERS LP	SECOND AMENDMENT OF LEASE DTD 4/23/2004 - RE: LEASE AGREEMENT DTD 2/26/2001	4/23/2004	
1242	GenOn Energy Services, LLC	THOMPSON & KNIGHT LLP	ESCROW AGREEMENT DTD 8/13/2010	8/13/2010	\$ 0.00
1243	GenOn Energy Services, LLC	RE RETAIL RECEIVABLES LLC	SUBLEASE AGREEMENT DTD 4/30/2009 - RE: LEASE AGREEMENT DTD 2/26/2001; SUBLEASE OF FLOORS 14, 17, 18, 19, 20 & 32	4/30/2009	\$ 0.00

## GenOn Energy, Inc.

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
1244	GenOn Energy Services, LLC	RE RETAIL RECEIVABLES LLC	MEMORANDUM OF SUBLEASE DTD 4/30/2009 - RE: SUBLEASE AGREEMENT DTD 4/30/2009	4/30/2009	
1245	GenOn Energy Services, LLC	RE RETAIL RECEIVABLES LLC	SUBLEASE AGREEMENT DTD 12/01/2006 - RE: LEASE AGREEMENT DTD 2/26/2001; SUBLEASE OF FLOORS 11-23	12/1/2006	
1246	GenOn Energy Services, LLC	MIL TRAVIS 139 LLC	LETTER AGREEMENT DTD 4/23/2004 - RE: SECOND AMENDMENT OF LEASE DTD 4/23/2004	4/23/2004	\$ 0.00
1247	GenOn Energy Services, LLC	MIL TRAVIS 139 LLC	SECOND AMENDMENT OF LEASE DTD 4/23/2004 - RE: LEASE AGREEMENT DTD 2/26/2001	4/23/2004	\$ 0.00
1248	GenOn Energy Services, LLC	METROPOLITAN LIFE INSURANCE COMPANY	FIRST AMENDMENT DTD 8/18/2010 - RE: SUBORDINATION , NON-DISTURBANCE AND ATTORNMEN AGREEMENT DTD 8/27/2004	8/18/2010	\$ 0.00
1249	GenOn Energy Services, LLC	METROPOLITAN LIFE INSURANCE COMPANY	SUBORDINATION NONDISTURBANCE AND ATTORNMEN AGREEMENT DTD 8/18/2010 - RE: LEASE AGREEMENT DTD 2/26/2001	8/18/2010	
1250	GenOn Energy Services, LLC	METROPOLITAN LIFE INSURANCE COMPANY	SUBORDINATION NONDISTURBANCE AND ATTORNMEN AGREEMENT DTD 8/18/2010 - RE: LEASE AGREEMENT DTD 2/26/2001	8/18/2010	
1251	GenOn Energy Services, LLC	METROPOLITAN LIFE INSURANCE COMPANY	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT DTD 8/27/2004 - RE: LEASE AGREEMENT DTD 2/26/2001; REF NO. X909267; GF NO. 04070115	8/27/2004	
1252	GenOn Energy Services, LLC	HAYNES & BOONE LLP	LETTER AGREEMENT DTD 4/23/2004 & SECOND AMENDMENT OF LEASE DTD 4/23/2004	4/27/2004	\$ 0.00
1253	GenOn Energy Services, LLC	CUSHMAN & WAKEFIELD OF TEXAS INC	COMMISSION AGREEMENT DTD 8/5/2010 - RE: LEASE AGREEMENT DTD 2/26/2001	8/5/2010	\$ 0.00
1254	GenOn Energy Services, LLC	CUSHMAN & WAKEFIELD OF TEXAS INC	AGREEMENT REGARDING EXCLUSIVE RIGHT TO SUBLEASE PROPERTY DTD 8/5/2010 - RE: LEASE AGREEMENT DTD 2/26/2001	8/5/2010	
1255	GenOn Energy Services, LLC	BLOCK 139 LTD	LETTER AGREEMENT DTD 4/23/2004 - RE: SECOND AMENDMENT OF LEASE DTD 4/23/2004	4/23/2004	\$ 0.00
1256	GenOn Energy Services, LLC	BLOCK 139 LTD	SECOND AMENDMENT OF LEASE DTD 4/23/2004 - RE: LEASE AGREEMENT DTD 2/26/2001	4/23/2004	
1257	GenOn Energy Services, LLC	SHELL ENERGY NORTH AMERICA (US) LP	SUBLEASE AGREEMENT DTD 8/18/2010 - RE: LEASE AGREEMENT DTD 2/26/2001	8/18/2010	\$ 0.00
1258	GenOn Energy Services, LLC	SHELL ENERGY NORTH AMERICA (US) LP	SUBORDINATION NONDISTURBANCE AND ATTORNMEN AGREEMENT DTD 8/18/2010 - RE: LEASE AGREEMENT DTD 2/26/2001	8/18/2010	
1259	GenOn Energy Services, LLC	SHELL ENERGY NORTH AMERICA (US) LP	NON-DISTURBANCE AND ATTORNMEN AGREEMENT (LANDLORD) DTD 8/18/2010 - RE: LEASE AGREEMENT DTD 2/26/2001	8/18/2010	
1260	GenOn Energy Services, LLC	SHELL ENERGY NORTH AMERICA (US) LP	BILL OF SALE DTD 8/18/2010 - RE: LEASE AGREEMENT DTD 2/26/2001	8/18/2010	
1261	GenOn Energy Services, LLC	SHELL ENERGY NORTH AMERICA (US) LP	ESCROW AGREEMENT DTD 8/13/2010	8/13/2010	
1262	GenOn Energy Services, LLC	SHELL ENERGY NORTH AMERICA (US) LP	LETTER AGREEMENT DTD 11/25/2013 - REGARDING 1000 MAIN 22ND FLOOR	11/25/2013	

## GenOn Energy, Inc.

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
1263	GenOn Energy Services, LLC	SHELL ENERGY NORTH AMERICA (US) LP	ESCROW AGREEMENT DTD 8/13/2010 - RE: LEASE AGREEMENT DTD 2/26/2001	8/18/2010	
1264	GenOn Energy Services, LLC	MAIN/LAMAR LLC	SECOND AMENDMENT OF LEASE DTD 4/23/2004 - RE: LEASE AGREEMENT DTD 2/26/2001	4/23/2004	\$ 0.00
1265	GenOn Energy Services, LLC	MAIN/LAMAR LLC	LETTER AGREEMENT DTD 4/23/2004 - RE: SECOND AMENDMENT OF LEASE DTD 4/23/2004	4/23/2004	
1266	GenOn Energy Services, LLC	1000 MAIN LLC	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT DTD 8/27/2004 - RE: LEASE AGREEMENT DTD 2/26/2001; REF NO. X909267; GF NO. 04070115	8/27/2004	\$ 0.00
1267	GenOn Energy Services, LLC	1000 MAIN LLC	FOURTH AMENDMENT TO LEASE AGREEMENT DTD 6/26/2009 - AMENDS LEASE AGREEMENT DTD 2/26/2001	6/26/2009	
1268	GenOn Energy Services, LLC	1000 MAIN LLC	FIFTH AMENDMENT TO LEASE AGREEMENT DTD 8/18/2010 - AMENDS LEASE AGREEMENT DTD 2/26/2001	8/18/2010	
1269	GenOn Energy Services, LLC	1000 MAIN LLC	FIRST AMENDMENT DTD 8/18/2010 - RE: SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT DTD 8/27/2004	8/18/2010	
1270	GenOn Energy Services, LLC	1000 MAIN LLC	THIRD AMENDMENT TO LEASE DTD 2/26/2008 - RE: LEASE AGREEMENT DTD 2/26/2001	2/26/2008	
1271	GenOn Energy Services, LLC	1000 MAIN LLC	NOTICE OF SUBLEASE DTD 4/9/2009 - RE: LEASE AGREEMENT DTD 2/26/2001	4/9/2009	
1272	GenOn Energy Services, LLC	1000 MAIN LLC	SUBORDINATION NONDISTURBANCE AND ATTORNMENT AGREEMENT DTD 8/18/2010 - RE: LEASE AGREEMENT DTD 2/26/2001	8/18/2010	
1273	GenOn Energy Services, LLC	1000 MAIN LLC	NON-DISTURBANCE AND ATTORNMENT AGREEMENT (LANDLORD) DTD 8/18/2010 - RE: LEASE AGREEMENT DTD 2/26/2001	8/18/2010	
1274	GenOn Energy Services, LLC	1000 MAIN LLC	ESCROW AGREEMENT DTD 8/13/2010	8/13/2010	
1275	GenOn Energy Services, LLC	1000 MAIN LLC	SUBORDINATION NONDISTURBANCE AND ATTORNMENT AGREEMENT DTD 8/18/2010 - RE: LEASE AGREEMENT DTD 2/26/2001	8/18/2010	
1276	GenOn Energy Services, LLC	1000 MAIN LLC	ESCROW AGREEMENT DTD 8/13/2010	8/13/2010	
1277	GenOn Energy Services, LLC	1000 MAIN LLC	SIXTH AMENDMENT TO LEASE DTD 11/20/2013 - AMENDS LEASE AGREEMENT DTD 2/26/2001	11/20/2013	
1283	GenOn Energy Services, LLC	1000 MAIN LLC	RE: FIFTH AMENDMENT TO LEASE AGREEMENT DTD 8/18/2010 - LETTER RE: PREFERENCE RIGHTS	10/3/2016	
1284	GenOn Energy Services, LLC	1000 MAIN LLC	RE: FIFTH AMENDMENT TO LEASE AGREEMENT DTD 8/18/2010 - LETTER RE: PREFERENCE RIGHTS	10/3/2016	
1278	GenOn Energy Services, LLC	CRE HOLDINGS INC	LETTER AGREEMENT DTD 4/23/2004 - RE: SECOND AMENDMENT OF LEASE DTD 4/23/2004	4/23/2004	\$ 0.00
1279	GenOn Energy Services, LLC	CRE HOLDINGS INC	SECOND AMENDMENT OF LEASE DTD 4/23/2004 - RE: LEASE AGREEMENT DTD 2/26/2001	4/23/2004	
1280	GenOn Energy Services, LLC	US BANK NATIONAL ASSOCIATION	SUBLANDLORD'S CONSENT AGREEMENT DTD 5/1/2009 - RE: LEASE AGREEMENT DTD 2/26/2001	5/1/2009	\$ 0.00
1281	RRI Energy Services, LLC	MAIN/LAMAR LLC	LEASE AGREEMENT DTD 2/26/2001	2/26/2001	\$ 0.00
1282	GenOn Energy Services, LLC	BANC OF AMERICA SECURITIES LLC	RE: BLOCK 139, S.S.B.B. IN HOUSTON, HARRIS COUNTY, TEXAS - SUBORGINATION AGREEMENT AND CONSENT TO REMOVAL OF PERSONAL PROPERTY	5/7/2008	\$ 0.00

## GenOn Energy, Inc.

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
1285	GenOn Energy Services, LLC	MAIN LLC	RE: LEASE DTD 2/26/2001 - LETTER AGREEMENT DTD 3/15/2012	3/15/2012	\$ 0.00
1286	GenOn Energy Services, LLC	MAIN LLC	- LEASE AGREEMENT DTD 2/26/2001	2/26/2001	
1287	GenOn Energy Services, LLC	MAIN LLC	RE: LEASE AGREEMENT DTD 2/26/2001 - ASSIGNMENT AND ASSUMPTION OF LEASE DTD 9/8/2003	9/8/2003	
1288	GenOn Energy Services, LLC	MAIN LLC	RE: LEASE AGREEMENT DTD 2/26/2001 - SECOND AMENDMENT OF LEASE DTD 4/23/2004	4/23/2004	
1289	GenOn Energy Services, LLC	MAIN LLC	RE: LEASE AGREEMENT DTD 2/26/2001 - ASSIGNMENT AND ASSUMPTION OF LEASE DTD 6/4/2001	6/4/2001	
1290	GenOn Energy Services, LLC	MAIN LLC	AMENDS LEASE AGREEMENT DTD 2/26/2001 - FIRST AMENDMENT TO SUBLEASE DTD 5/1/2003	5/1/2003	
1291	GenOn Energy Services, LLC	MAIN LLC	AMENDS LEASE AGREEMENT DTD 2/26/2001 - SECOND AMENDMENT OF LEASE DTD 4/23/2004	4/23/2004	
1292	GenOn Energy Services, LLC	MAIN LLC	RE: BASIC BUSINESS TERMS - LETTER AGREEMENT DTD 4/23/2004	4/23/2004	
1293	GenOn Energy Services, LLC	METROPOLITAN LIFE INSURANCE COMPANY	AMENDS LEASE AGREEMENT DTD 2/26/2001 - FIRST AMENDMENT TO SUBORDINATION, NON-DISTURBANCE AND ATTONMENT AGREEMENT		\$ 0.00
1294	GenOn Energy Services, LLC	METROPOLITAN LIFE INSURANCE COMPANY	AMENDS LEASE AGREEMENT DTD 2/26/2001 - FIRST AMENDMENT TO SUBORDINATION, NON-DISTURBANCE AND ATTONMENT AGREEMENT		
1295	GenOn Energy Services, LLC	PM REALTY GROUP	RE: FIFTH AMENDMENT TO LEASE AGREEMENT DTD 8/18/2010 - LETTER AGREEMENT DTD 10/3/2016	10/3/2016	\$ 0.00
1296	GenOn Energy Services, LLC	PORTER & HEDGES LLP	AMENDS SUBLEASE DTD 9/30/2004 - SECOND AMENDMENT OF LEASE DTD 8/18/2010	8/18/2010	\$ 0.00
1297	GenOn Energy Services, LLC	PORTER & HEDGES LLP	- INDEX RE: FIRST AND SECOND AMENDMENTS AND SUBLEASE AGREEMENT		
1298	GenOn Energy Services, LLC	PORTER & HEDGES LLP	AMENDS LEASE AGREEMENT DTD 2/26/2001 - FIRST AMENDMENT TO SUBORDINATION, NON-DISTURBANCE AND ATTONMENT AGREEMENT		
1299	GenOn Energy Services, LLC	PORTER & HEDGES LLP	RE: SUBLEASE AGREEMENT DTD 9/30/2004 - LETTER AGREEMENT	6/1/2007	
1300	GenOn Energy Services, LLC	PORTER & HEDGES LLP	RE: LEASE AGREEMENT DTD 2/26/2001 - SUBLEASE AGREEMENT DTD 9/30/2004	9/30/2004	
1301	GenOn Energy Services, LLC	PORTER & HEDGES LLP	RE: EXCLUSIVE RIGHT TO SUBLEASE PROPERTY DTD 3/23/2004 - COMMISSION CONFIRMATION DTD 9/30/2004	9/30/2004	
1302	GenOn Energy Services, LLC	PORTER & HEDGES LLP	AMENDS SUBLEASE DTD 9/30/2004 - FIRST AMENDMENT TO SUBLEASE AGREEMENT DTD 4/8/2008	4/8/2008	
1303	GenOn Energy Services, LLC	SHELL ENERGY NORTH AMERICA (US) LP	AMENDS LEASE AGREEMENT DTD 2/26/2001 - FIFTH AMENDMENT TO LEASE AGREEMENT DTD 8/18/2010	8/18/2010	\$ 0.00
1304	GenOn Energy Services, LLC	TRIONE & GORDON	- LEASE AGREEMENT DTD 3/6/2001	3/6/2001	\$ 0.00
1305	GenOn Energy, Inc.	FREDERIC F. BRACE	LETTER AGREEMENT DTD 6/23/2016 - RE: TERMS RELATING TO SERVICE AS A MEMBER OF THE BOARD OF MANAGERS	6/23/2016	\$ 0.00
1306	GenOn Energy, Inc.	JONATHAN F. FOSTER	LETTER AGREEMENT DTD 6/23/2016 - RE: TERMS RELATING TO SERVICE AS A MEMBER OF THE BOARD OF MANAGERS	6/23/2016	\$ 0.00
1307	GenOn Energy, Inc.	MCKINSEY RTS US	LETTER AGREEMENT DTD 06/14/2017 - RE: CONSULTING SERVICES	6/14/2017	\$ 0.00
1308	GenOn Energy, Inc.	ROTHSCHILD INC.	LETTER AGREEMENT DTD 04/04/2016 - RE: FINANCIAL ADVISORY SERVICES	4/4/2016	\$ 0.00
1309	NRG Canal LLC	NRG Renew Canal I LLC	SOLAR SITE LEASE AGREEMENT dated 5/4/2016	5/4/2016	\$ 0.00

**GenOn Energy, Inc.**

List of Executory Contracts and Unexpired Leases to be Assumed by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date	Cure amount
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## **EXHIBIT K**

### **Schedule of Rejected Executory Contracts and Unexpired Leases**

Certain documents, or portions thereof, contained in this Exhibit K and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve the right to modify, amend, supplement, restate or withdraw any part of the Plan Supplement and the documents and designations contained herein as necessary or appropriate. Each Rejected Contract identified on this Exhibit K includes any modifications, amendments, addenda or supplements thereto, or restatements thereof.

**This Exhibit K is subject to ongoing review, revision, and further negotiation by the parties to the Restructuring Support Agreement including the Debtors, Consenting Noteholders and NRG, who have various consent rights over the final form of this Exhibit K and this Exhibit K may be amended, modified, supplemented, and revised in accordance with those ongoing negotiations.**

**GenOn Energy, Inc.**

List of Executory Contracts and Unexpired Leases to be Rejected by Reorganized Debtors on the Effective Date

Number	Debtor name	Counterparty	Contract Description	Date
1	NRG Delta LLC	CITY OF PITTSBURG	LEASE AGREEMENT	7/1/2015
2	NRG California North LLC	CITY OF PITTSBURG	LEASE AGREEMENT	7/1/2015

**EXHIBIT L**

**List of Retained Causes of Action**

Certain documents, or portions thereof, contained in this **Exhibit L** and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, subject to the applicable consent rights under the Plan and the Restructuring Support Agreement, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

This **Exhibit L** is subject to ongoing review, revision, and further negotiation by the parties to the Restructuring Support Agreement including the Debtors, Consenting Noteholders and NRG, who have various consent rights over the final form of this **Exhibit L** and this **Exhibit L** may be amended, modified, supplemented, and revised in accordance with those ongoing negotiations.

### Retained Causes of Action

Article IV, Section T of the *Second Amended Joint Chapter 11 Plan of Reorganization of GenOn Energy, Inc. and Its Debtor Affiliates* [Docket No. 832] (as amended, supplemented, or modified from time to time, the “Plan”) provides as follows:<sup>1</sup>

In accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and the Reorganized Debtors’ rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including in Article IX of the Plan, which shall be deemed released and waived by the Debtors and Reorganized Debtors as of the Effective Date.

The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against it. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity.** Unless any Cause of Action against an Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order of the Bankruptcy Court, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

In accordance with section 1123(b)(3) of the Bankruptcy Code, except as otherwise provided herein, any Causes of Action that a Debtor may hold against any Entity shall vest in the Reorganized Debtors. The applicable Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

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<sup>1</sup> All capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Plan.

Notwithstanding and without limiting the generality of Article IV.T of the Plan, the following Exhibit L(i) through Exhibit L(iv) (each of which is attached hereto) include specific types of Causes of Actions expressly preserved by the Debtors, the Reorganized Debtors and Reorganized GenOn including:

- Exhibit L(i): Claims Related to Insurance Policies;
- Exhibit L(ii): Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation;
- Exhibit L(iii): Claims Related to Deposits, Adequate Assurance Postings, and Other Collateral Postings;
- Exhibit L(iv): Claims Related to Taxes Refunds or Credits; and
- Exhibit L(v): Claims Related to Accounts Receivable and Accounts Payable.

**EXHIBIT L(i)**

Claims Related to Insurance Policies

Exhibit L(i) includes insurance contracts and policies to which one or more Debtors are a party. Unless otherwise released under Article IX of the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all insurance contracts, insurance policies, occurrence policies, and occurrence contracts to which any Debtor, Reorganized Debtor, or Reorganized GenOn is a party or pursuant to which any Debtor, Reorganized Debtor, or Reorganized GenOn has any rights whatsoever, regardless of whether such contract or policy is included on Exhibit L(i), including Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters. Additionally, on or around July 28, 2017, each of the Debtors filed its *Schedules of Assets and Liabilities*, which included, among other things, claims and Causes of Action each of the Debtors had reflected as a liability on its books and records (collectively, the “Schedules”). The Debtors expressly reserve all claims and Causes of Action related to the insurance contracts and policies listed on Schedule A/B and Schedule G for each of the Debtors to the extent the Debtors or the Reorganized Debtors may have claims and Causes of Action against such insurance contracts and policies now or in the future.

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Insurance Policies**

<b>Name of Counterparty</b>	<b>Nature</b>
ACE AMERICAN INSURANCE COMPANY C/O COLLATERAL MANAGER 436 WALNUT STREET PHILADELPHIA, PA 19106	Claims Related to Insurance Policies
ACE GLOBAL MARKETS #2488 C/O PRICE FORBES & PARTNERS LTD. ATTN: ROBERT SMITH 2 MINSTER COURT, MINCING LANE, 6TH FLOOR LONDON EC3R 7PD UNITED KINGDOM	Claims Related to Insurance Policies
AEGIS CONSORTIUM 9690 C/O PRICE FORBES & PARTNERS LTD. ATTN: ROBERT SMITH 2 MINSTER COURT, MINCING LANE, 6TH FLOOR LONDON EC3R 7PD UNITED KINGDOM	Claims Related to Insurance Policies
AEGIS US ATTN: GARY LADMAN 1 MEADOWLANDS PLAZA EAST RUTHERFORD, NJ 07073	Claims Related to Insurance Policies
ALLIANZ GLOBAL RISKS ATTN: ANGELA SLATTERY 2000 WEST LOOP SOUTH SUITE 1040 HOUSTON, TX 77027	Claims Related to Insurance Policies
AMERICAN ALTERNATIVE INSURANCE CORPORATION (MUNICHRE) CORPORATION (MUNICHRE) ATTN: ARTURO ALVAREZ 555 COLLEGE ROAD EAST PRINCETON, NJ 08543-5241	Claims Related to Insurance Policies
AMERICAN INTERNATIONAL REINSURANCE CO. LTD. CO LTD (AIG) ATTN: MR. DAVID PORTER 27 RICHMOND ROAD PEMBROKE HM 08 BERMUDA	Claims Related to Insurance Policies
AMLIN C/O PRICE FORBES & PARTNERS LTD. ATTN: ROBERT SMITH 2 MINSTER COURT, MINCING LANE, 6TH FLOOR LONDON EC3R 7PD UNITED KINGDOM	Claims Related to Insurance Policies
ARCH INSURANCE CO. (EUROPE) LTD. C/O PRICE FORBES & PARTNERS LTD. ATTN: ROBERT SMITH 2 MINSTER COURT, MINCING LANE, 6TH FLOOR LONDON EC3R 7PD UNITED KINGDOM	Claims Related to Insurance Policies

**GenOn Energy, Inc.**Retained Causes of Action  
**Claims Related to Insurance Policies**

<b>Name of Counterparty</b>	<b>Nature</b>
ARGENTA SYNDICATE #5000 C/O PRICE FORBES & PARTNERS LTD. ATTN: ROBERT SMITH 2 MINSTER COURT, MINCING LANE, 6TH FLOOR LONDON EC3R 7PD UNITED KINGDOM	Claims Related to Insurance Policies
ARGO INTERNATIONAL SYNDICATE #1200 C/O PRICE FORBES & PARTNERS LTD. ATTN: ROBERT SMITH 2 MINSTER COURT, MINCING LANE, 6TH FLOOR LONDON EC3R 7PD UNITED KINGDOM	Claims Related to Insurance Policies
ARGO RE LTD. ATTN: MS. DEIRDRE LOHAN ARGO HOUSE 110 PITTS BAY ROAD PEMBROKE HM 08 BERMUDA	Claims Related to Insurance Policies
ASPEN SPECIALTY INSURANCE COMPANY ATTN: DANIEL MURPHY 30 S. WACKER DRIVE SUITE 1350 CHICAGO, IL 60606	Claims Related to Insurance Policies
ASSOCIATED ELECTRIC & GAS SERVICES LIMITED ATTN: STEVE WAGNER 1 MEADOWLANDS PLAZA EAST RUTHERFORD, NJ 07073	Claims Related to Insurance Policies
ATRIUM SYNDICATE #609 C/O PRICE FORBES & PARTNERS LTD. ATTN: ROBERT SMITH 2 MINSTER COURT, MINCING LANE, 6TH FLOOR LONDON EC3R 7PD UNITED KINGDOM	Claims Related to Insurance Policies
BERKSHIRE HATHAWAY SPECIALTY INSURANCE 100 FEDERAL STREET BOSTON, MA 02110	Claims Related to Insurance Policies
CHUBB BERMUDA ATTN: MR. ANDREW WATSON CHUBB BUILDING 17 WOODBOURNE AVENUE HAMILTON HM 08 BERMUDA	Claims Related to Insurance Policies
EIM (ENERGY INSURANCE MUTUAL) ATTN: SANDRA IMBRIANI BAYPORT PLAZA, SUITE 550 6200 COURTNEY CAMPBELL CAUSEWAY TAMPA, FL 33607	Claims Related to Insurance Policies



**GenOn Energy, Inc.**Retained Causes of Action  
**Claims Related to Insurance Policies**

<b>Name of Counterparty</b>	<b>Nature</b>
ENDURANCE AMERICAN INSURANCE COMPANY O'MELVENY & MYERS LLP ATTN: ZOHEB P. NOORANI / RICHARD B GOETZ 400 SOUTH HOPE STREET LOS ANGELES, CA 90071-2899	Claims Related to Insurance Policies
FREEDOM SPECIALTY INSURANCE COMPANY COMPANY (NATIONWIDE) ATTN: KELLEN DOUGHERTY 3625 BROOKSIDE PARKWAY; SUITE 335 ALPHARETTA, GA 30022	Claims Related to Insurance Policies
GENERAL SECURITY INDEMNITY CO. OF AZ OF AZ (SCOR REINSURANCE COMPANY) ATTN: GERRY FAHRENTHOLD 750 TOWN & COUNTRY BLVD.; SUITE 610 HOUSTON, TX 77024	Claims Related to Insurance Policies
GREAT LAKES REINSURANCE (UK) PLC C/O PRICE FORBES & PARTNERS LTD. ATTN: ROBERT SMITH 2 MINSTER COURT, MINCING LANE, 6TH FLOOR LONDON EC3R 7PD UNITED KINGDOM	Claims Related to Insurance Policies
IRONSHORE SPECIALTY INSURANCE COMPANY A SUBSIDIARY OF IRONSHORE HOLDINGS (U.S.) INC 75 FEDERAL STREET, 5TH FLOOR BOSTON, MA 02110	Claims Related to Insurance Policies
MILLENNIUM SYNDICATE #9128 C/O PRICE FORBES & PARTNERS LTD. ATTN: ROBERT SMITH 2 MINSTER COURT, MINCING LANE, 6TH FLOOR LONDON EC3R 7PD UNITED KINGDOM	Claims Related to Insurance Policies
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA COMPANY OF PITTSBURGH, PA (AIG) ATTN: PAT CONNORS 1690 NEW BRITAIN AVENUE FARMINGTON, CT 06032	Claims Related to Insurance Policies
PRIORITY UNDERWRITING C/O PRICE FORBES & PARTNERS LTD. ATTN: ROBERT SMITH 2 MINSTER COURT, MINCING LANE, 6TH FLOOR LONDON EC3R 7PD UNITED KINGDOM	Claims Related to Insurance Policies
RSUI INDEMNITY COMPANY 945 EAST PACES FERRY ROAD SUITE 1800 ATLANTA, GA 30326	Claims Related to Insurance Policies

**GenOn Energy, Inc.**Retained Causes of Action  
**Claims Related to Insurance Policies**

<b>Name of Counterparty</b>	<b>Nature</b>
STARR TECH ATTN: SCOTT POWRIE 8401 N. CENTRAL EXPRESSWAY SUITE 515 DALLAS, TX 75225	Claims Related to Insurance Policies
STARSTONE C/O PRICE FORBES & PARTNERS LTD. ATTN: ROBERT SMITH 2 MINSTER COURT, MINCING LANE, 6TH FLOOR LONDON EC3R 7PD UNITED KINGDOM	Claims Related to Insurance Policies
TALBOT SYNDICATE #1183 150 GREENWICH ST FL 47 NEW YORK, NY 10007-5203	Claims Related to Insurance Policies
WESTPORT INSURANCE CORPORATION (SWISSRE) ATTN: LINDA HARRINGTON 1150 SANCTUARY PARKWAY SUITE 425 ALPHARETTA, GA 30009	Claims Related to Insurance Policies
XL CATLIN (BERMUDA) LTD ATTN: MR. NIGEL WILLIAMS O'HARA HOUSE ONE BERMUDIANA ROAD HAMILTON HM 08 BERMUDA	Claims Related to Insurance Policies
XL INSURANCE AMERICA INC. ATTN: BOB SIDOR 200 LIBERTY STREET 21ST FLOOR NEW YORK, NY 10281	Claims Related to Insurance Policies
XL SPECIALTY INSURANCE COMPANY ATTN: JAMES D. KOVAL 100 CONSTITUTION PLAZA, 17TH FLOOR HARTFORD, CT 06103	Claims Related to Insurance Policies
ZURICH AMERICAN INSURANCE COMPANY ATTN: BOB EDEL ONE LIBERTY PLAZA 32ND FLOOR NEW YORK, NY 10006	Claims Related to Insurance Policies

## EXHIBIT L(ii)

### Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

Exhibit L(ii) includes Entities that are party to or that the Debtors believe may become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial. Unless otherwise released under Article IX of the Plan, the Debtors expressly reserve all Causes of Action against or related to all Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial, regardless of whether such Entity is included on Exhibit L(ii).

In addition, Exhibit L(ii) includes claims and Causes of Action the Debtors expressly retain based in whole or in part upon any and all contracts and leases to which any Debtor, Reorganized Debtor, or Reorganized GenOn is a party or pursuant to which any Debtor, Reorganized Debtor, or Reorganized GenOn has any rights whatsoever. Notwithstanding the foregoing, the Debtors retain all such claims and Causes of Action regardless of whether such contract or lease is included on Exhibit L(ii). The claims and Causes of Actions reserved include, without limitation, Causes of Action against vendors, suppliers of goods or services, or any other parties: (a) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (b) for failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors; (c) for payments, deposits, holdbacks, reserves, or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor, or other party; (d) for any liens, including mechanic's, artisan's, materialmen's, possessory, or statutory liens held by any one or more of the Debtors; (e) arising out of environmental or contaminant exposure matters against landlords, lessors, environmental consultants, environmental agencies, or suppliers of environmental services or goods; (f) counter-claims and defenses related to any contractual obligations; (g) any turnover actions arising under section 542 or 543 of the Bankruptcy Code; and (h) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims. Additionally, on or around July 28, 2017, each of the Debtors filed its Schedules, which included, among other things, claims and Causes of Action each of the Debtors had reflected as a liability on its books and records, and its *Statement of Financial Affairs*, which details certain information regarding each Debtor's property (collectively, the "SoFAs"). Unless otherwise released under Article IX of the Plan, the Debtors expressly reserve all claims and Causes of Action against any Entity listed on (a) with respect to the Schedules, Schedule A/B, Schedule D, Schedule E, Schedule F, Schedule G, and Schedule H of each Debtor and (b) the SoFA of each Debtor, in each case to the extent such Entities owe or may in the future owe money to the Debtors, the Reorganized Debtors, or Reorganized GenOn.

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
1000 MAIN LLC ATTN ASSET MANAGER 500 THREE GALLERIA TOWER 13155 NOEL ROAD DALLAS, TX 75240	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
1000 MAIN LLC C/O K&L GATES LLP ATTN JONETTA L BROOKS 1717 MAIN ST, STE 2800 DALLAS, TX 75201	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
1000 MAIN LLC C/O TRANSWESTERN COMMERCIAL SERVICES LLC ATTN PROPERTY MANAGER 1000 MAIN ST, STE T-15 HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
4-COUNTY ELECTRIC POWER ASSOCIATION 5265 SOUTH FRONTAGE RD COLUMBUS, MS 39701	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
A P SERVICES INC 203 ARMSTRONG DRIVE FREEPORT, PA 16229-2619	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ABB INC ATTN JAMES T HOGANCAMP, ACCT MANAGER 29801 EUCLID AVE WICKLIFFE, OH 44092	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ABT LLC 500 FOUNTAIN ST PITTSBURGH, PA 15238	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ACUREN INSPECTION INC 101 OLD UNDERWOOD RD LA PORTE, TX 77571-9480	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ACUREN INSPECTION INC 264 MERROW RD STE 3 AUBURN, ME 04210-8995	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ADAMS ELECTRIC COOPERATIVE INC 1338 BIGLERVILLE ROAD GETTYSBURG, PA 17325	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ADDISON SEARCH VENTURES LLC 1900 W LOOP S STE 300 HOUSTON, TX 77027-3220	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
ADVANCED VOICE AND DATA INC NEW CENTURY FINANCIAL 1300 GALAXY WAY UNIT 21 CONCORD, CA 94520-4964	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AGL RESOURCES INC ATTN: CFO TEN PEACHTREE PLACE ATLANTA, GA 30309	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AIR PRODUCTS AND CHEMICALS INC 7201 HAMILTON BLVD ALLENTOWN, PA 18195-9642	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AIRGAS SPECIALTY PRODUCTS PO BOX 611 DONORA, PA 15033-0611	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ALB INC ATTN ROBERT GONZALEZ 552 W 10TH ST PITTSBURG, CA 94565-1802	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ALCO IRON C/O COBLENTZ PATCH DUFFY & BASS ATTN: JONATHAN BASS ONE MONTGOMERY STREET, SUITE 3000 SAN FRANCISCO, CA 94104	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ALDINE INDEPENDENT SCHOOL DISTRICT ATTN: ARCHIE BLANSON, DEPUTY SUPERINTENDENT 14910 ALDINE WESTFIELD RD HOUSTON, TX 77032-3028	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ALDINE INDEPENDENT SCHOOL DISTRICT ATTN: BILL PLUMMER 14910 ALDINE WESTFIELD HOUSTON, TX 77032	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ALGONQUIN GAS TRANSMISSION COMPANY 5400 WESTHEIMER COURT HOUSTON, TX 77056	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ALGONQUIN GAS TRANSMISSION COMPANY 5400 WESTHEIMER COURT P.O. BOX 1642 HOUSTON, TX 772551-1642	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ALGONQUIN GAS TRANSMISSION COMPANY 5400 WESTHEIMER COURT PO BOX 1642 HOUSTON, TX 77251-1642	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
ALGONQUIN GAS TRANSMISSION COMPANY ATTN GREGORY RIZZA 5400 WESTHEIMER CT HOUSTON, TX 77056	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ALGONQUIN GAS TRANSMISSION COMPANY ATTN STEVE HELLMAN 5400 WESTHEIMER CT HOUSTON, TX 77056	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ALGONQUIN GAS TRANSMISSION COMPANY ATTN THOMAS HALL 5400 WESTHEIMER CT PO BOX 1642 HOUSTON, TX 77251-1642	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ALGONQUIN GAS TRANSMISSION LLC 5400 WESTHEIMER COURT HOUSTON, TX 77056-5310	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ALGONQUIN GAS TRANSMISSION LLC ATTN: GREGORY J RIZZO 5400 WESTHEIMER COURT HOUSTON, TX 77056	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ALLEGHENY ENERGY SUPPLY COMPANY, LLC 800 CABIN HILL ROAD GREENBURG, PA 15601	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ALLEGHENY VALLEY JOINT SEWAGE AUTHORITY ATTN: RICHARD CHIAVETTA, PLANT MANAGER 437 GRANT STREET, SUITE 1424 PITTSBURGH, PA 15219	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ALLEGHENY VALLEY JOINT SEWAGE AUTHORITY C/O GEOHRING RUTTER & BOEHM ATTN: HOWARD SCHULBERG, SOLICITOR 437 GRANT STREET, SUITE 1424 PITTSBURGH, PA 15219	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ALLIED OIL COMPANY 2000 ASHLAND DRIVE ASHLAND, KY 41169	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ALLIED OIL COMPANY DIV. OF ASHLAND OIL, INC. ATTN: VICE PRESIDENT PO BOX 391 ASHLAND, KY 41114	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ALPHA COAL SALES CO LLC ATTN: CONTRACT ADMINISTRATION ONE ALPHA PLACE BRISTOL, VA 24202	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
ALPHA COAL SALES CO LLC ATTN: WILLIAM F. DAVISON ONE ALPHA PLACE BRISTOL, VA 24202	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ALPHA COAL SALES CO., LLC 1989 EAST STONE DRIVE KINGSPORT, TN 37660	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ALTA FUNDAMENTAL ADVISERS LLC ATTN: JEREMY CARTON, AUTHORIZED SIGNATORY	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AMERICAN ELECTRICAL TESTING CO INC 480 NEPONSET STREET BLDG 3 CANTON, MA 02021-1971	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AMERICAN ELECTRICAL TESTING CO INC ATTN JEFFREY SOMOL 480 NEPONSET ST BLDG 3 CANTON, MA 02021	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AMERICAN ENERGY CORPORATION 112 EAST MAIN STREET ELKTON, MD 21921	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AMERICAN ENERGY CORPORATION ATTN: GENERAL COUNSEL 46226 NATIONAL ROAD ST. CLAIRSVILLE, OH 43950	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AMERICAN INTEGRATED SERVICES INC ATTN HECTOR AGUIRRE 1502 EAST OPP ST WILMINGTON, CA 90744-3927	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AMERICAN INTEGRATED SERVICES INC ATTN JOHN GEORGAGI 1502 E OPP ST WILMINGTON, CA 90744	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AMERICAN INTEGRATED SERVICES INC PO BOX 92316 LONG BEACH, CA 90809-2316	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AMERICAN PARTNERS INC 1005 MAIN STREET SUITE 2205 PAWTUCKET, RI 02860-7814	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AMERICAN REFRACTORY COMPANY LLC 103 MARTIN DR MOUNT HOPE, WV 25880-1509	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
AMERICAN TOWER CORPORATION ATTN CONTRACTS 10 PRESIDENTIAL WAY WOBURN, MA 01801	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AMERICAN TOWER LP C/O AMERICAN TOWER CORPORATION DEPT 5305 PO BOX 30000 HARTFORD, CT 06150-5305	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AMERICAN TOWERS LLC 10 PRESIDENTIAL WAY WOBURN, MA 01801	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AMERICAN TRANSMISSION SYSTEMS INC 76SOUTH MAIN STREET AKRON, OH 44308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AMERICAN TRANSMISSION SYSTEMS INC ATTN ANTHONY J. ALEXANDER C/O FIRSTENERGY CORP 76 S MAIN ST AKRON, OH 44308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AMERICAN TRANSMISSION SYSTEMS LLC 76 SOUTH MAIN STREET AKRON, OH 44308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AMERICAN TRANSMISSION SYSTEMS LLC ATTN ANTHONY J ALEXANDER C/O FIRSTENERGY CORP 76 S MAIN ST AKRON, OH 44308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AMERICAN TRANSMISSION SYSTEMS LLC ATTN: ANTHONY J. ALEXANDER 76 SOUTH MAIN STREET AKRON, OH 44308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AMERICAN TRANSMISSION SYSTEMS LLC C/O FIRSTENERGY CORP ATTN: ANTHONY J ALEXANDER 76 SOUTH MAIN STREET AKRON, OH 44308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AMERICAN TRANSMISSION SYSTEMS, INC 76 SOUTH MAIN STREET AKRON, OH 44308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AMERIKOHL MINING INC. 202 SUNSET DRIVE BUTLER, PA 16001	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation



**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
AMERIKOHL MINING INC. ATTN: DOUGLAS G. LINN, II 228 SOUTH MAIN STREET PO BOX 1554 BUTLER, PA 16003	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AMOCO CORPORATION ATTN: RISK MANAGEMENT C/O NATURAL GAS GROUP 5500 WESTLAKE PARK BLVD HOUSTON, TX 77079-2696	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AMVEST WEST VIRGINIA COAL LLC CNX CENTER 1000 CONSOL ENERGY DRIVE CANONSBURG, PA 15317	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ARCH COAL SALES COMPANY INC ATTN: GENERAL COUNSEL ONE CITYPLACE DRIVE SUITE 300 ST. LOUIS, MO 63141	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ARCH COAL SALES COMPANY, INC. ONE CITYPLACE DRIVE SUITE 300 ST LOUIS, MO 63141	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ARCH COAL, INC ATTN: PRESIDENT ONE CITYPLACE SUITE 300 ST LOUIS, MO 63141	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ARCHER CONTINGENT ENERGY RISK ATTN JOSEPH LETO 4000 W 114TH ST STE 190 LEAWOOD, KS 66211	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ARCO ENTERPRISES INC 1125 GARDEN ST GREENSBURG, PA 15601-9167	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ARROWGRASS CAPITAL PARTNER (US) LP C/O DAVID WORLEY, AUTHORIZED SIGNATORY 1330 AVENUE OF THE AMERICAS 32ND FLOOR NEW YORK, NY 10019	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ART LOWERY 25 PAULINES WAY ROCHESTER, MA 02770	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
ASHLIN ENVIRONMENTAL AIR SERVICES ATTN DANIEL T ASHLIN 14855 VAN AVE SAN LEANDRO, CA 94578-1362	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AT&T WIRELESS PCS OF CLEVELAND LLC ATTN: DAVID THALER 965 KEYNOTE CIRCLE BROOKLYN HEIGHTS, OH 44131	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AT&T WIRELESS PCS OF CLEVELAND LLC ATTN: JOHN D THOMPSON 5400 CARILLON PT KIRKLAND, WA 98033	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AT&T WIRELESS PCS OF CLEVELAND LLC ATTN: JOHN D THOMPSON C/O AT&T WIRELESS PCS INC 5400 CARILLON POINT KIRKLAND, WA 98033	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ATMOS ENERGY HOLDINGS, INC ATTN: CREDIT MANAGER 13430 NORTHWEST FREEWAY SUITE 700 HOUSTON, TX 77040	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AULSON ROOFING INC ATTN ALAN AULSON SR 49 DANTON DR METHUEN, MA 01844	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
AZ SERVICES INC PO BOX 17343 SUGAR LAND, TX 77496-7343	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BABCOCK & WILCOX COMPANY, THE 20 S VAN BUREN AVE BABERTON, OH 44203-3585	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BAKER BOTTS LLP ATTN ROBERT P WRIGHT ONE SHELL PLAZA 910 LOUISIANA ST HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BALTIMORE TANK LINES INC. ATTN: DENNIS L. MEYER 180 EIGHTH AVE GLEN BURNIE, MD 21060-1028	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
BANC OF AMERICA SECURITIES LLC BANK OF AMERICA SECURITIES CORPORATE CENTER ATTN LAURA S RYAN 100 N. TRYON ST, NC1-007-12-05 CHARLOTTE, NC 28255	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BANK OF AMERICA, NA ATTN LAURA S RYAN 100 N TRYON ST NC1-007-12-05 CHARLOTTE, NC 28255	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BANK OF AMERICA, NA ATTN REAL ESTATE LOAN ADMINISTRATION 700 LOUISIANA 5TH FL HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BANK OF AMERICA, NA ATTN STANDBY LETTER OF CREDIT DEPARTMENT 333 SOUTH BEAUDRY AVENUE 19TH FLOOR LOS ANGELES, CA 90017	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BANK OF AMERICA, NA ATTN: JENNIER CLARK, OFFICER	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BANK OF AMERICA, NA ATTN: LAURA S. RYAN 100 NORTH TRYON STREET NC1-007-12-05 CHARLOTTE, NC 28255	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BANK OF AMERICA, NA ATTN: LAURA S. RYAN 100 NORTH TRYON STREET NC1-007-12-05 CHARLOTTE, NC 28255	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BANK OF AMERICA, NA ATTN: STANBY LTR OF CREDIT DEPT 333 S BEAUDRY AVE 19TH FL LOS ANGELES, CA 90017	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BANKERS TRUST COMPANY AS INDENTURE TRUSTEE FOUR ALBANY STREET NEW YORK, NY 10006	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BARCLAY BANK PLC ATTN: ADAM YARNOLD, MANAGING DIRECTOR	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BARNHART CRANE & RIGGING COMPANY IN 1701 DUNN AVENUE MEMPHIS, TN 38106-7357	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
BENTLY NEVADA, INC 1631 BENTLY PARKWAY SOUTH MINDEN, NV 89423	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BESSEMER AND LAKE ERIE RAILROAD COMPANY 135 JAMISON LANE MONROEVILLE, PA 15146	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BETTY JANE EDWARDS BLACK 305 EVERGREEN DR KOSCIUSKO, MS 39090	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BG ENERGY HOLDINGS LIMITED 100 THAMES VALLEY PARK DRIVE READING BERKSHIRE RG6 1PT ENGLAND	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BG ENERGY MERCHANTS LLC 811 MAIN ST SUITE 3400 HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BG ENERGY MERCHANTS LLC ATTN: CONTRACT ADMINISTRATION 811 MAIN STREET, SUITE 3400 HOUSTON, TX 77056	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BG ENERGY MERCHANTS LLC ATTN: CREDIT MANAGER 5444 WESTHEIMER, SUITE 1200 HOUSTON, TX 77056	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BG GROUP PLACE ATTN: CREDIT RISK MANAGEMENT 811 MAIN STREET SUITE 3400 HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BLACKROCK FUND ADVISORS ATTN: JONATHAN GRAVES, MANAGING DIRECTOR	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BLOCK 139 LTD 139 JALAN BUKIT MERAH SINGAPORE 160139 SINGAPORE	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BNP PARIBAS ENERGY TRADING CANADA CORP (FKA FB ENERGY CANADA CORP) ATTN: CREDIT MANAGER 1100 LOUISIANA SUITE 4900 HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
BNP PARIBAS ENERGY TRADING GP (FKA FORTIS ENERGY MARKETING & TRADING GP) ATTN: COMMODITY DERIVATIVES LEGAL 787 SEVENTH AVENUE NEW YORK, NY 10019	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BNP PARIBAS ENERGY TRADING GP (FKA FORTIS ENERGY MARKETING & TRADING GP) ATTN: CREDIT MANAGER 1100 LOUISIANA SUITE 4900 HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BNP PARIBAS ENERGY TRADING GP 333 CLAY STREET SUITE 2400 HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BNP PARIBAS ENERGY TRADING GP ATTN: COMMODITY DERIVATIVES LEGAL 787 SEVENTH AVENUE NEW YORK, NY 10019	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BNP PARIBAS ATTN: COMMODITY DERIVATIVES LEGAL/CREDIT 787 SEVENTH AVENUE NEW YORK, NY 10019	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BOROUGH OF CHESWICK 220 SOUTH ATLANTIC AVENUE PO BOX 235 CHESWICK, PA 15024	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BOSTON GAS COMPANY (DBA NATIONAL GRID) ATTN: CONTRACT ADMINISTRATION 100 E. OLD COUNTRY ROAD HICKSVILLE, NY 11801	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BP CORPORATION NORTH AMERICA INC ATTN: CORPORATE CREDIT SERVICES 201 HELIOS WAY HOUSTON, TX 77079	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BP CORPORATION NORTH AMERICA INC C/O MATT CLEMENTS, ATTORNEY-IN-FACT 501 WESTLAKE PARK BOULEVARD HOUSTON, TX 77079	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BP ENERGY COMPANY 201 HELIOS WAY HOUSTON, TX 77079	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BP ENERGY COMPANY 501 WESTLAKE PARK BOULEVARD HOUSTON, TX 77079	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
BP ENERGY COMPANY ATTN CHRISTINE M. STEVENSON 201 HELIOS WAY HOUSTON, TX 77079	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BP ENERGY COMPANY ATTN CHRISTINE M. STEVENSON PO BOX 3092 HOUSTON, TX 77253	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BP ENERGY COMPANY ATTN IST CONTRACTS ADMINISTRATION 201 HELIOS WAY HOUSTON, TX 77079	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BP ENERGY COMPANY ATTN: CONFIRMATION DEPARTMENT 201 HELIOS WAY HOUSTON, TX 77079	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BRAND ENERGY	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BRAND ENERGY OF CALIFORNIA LLC BRAND ENERGY & INFRASTRUCTURE HOLDINGS 222 GATEWAY RD WEST NAPA, CA 94558-6276	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BRAND ENERGY SERVICES LLC BRAND ENERGY & INFRASTRUCTURE HOLDINGS 501 ROBB ST MICKEES ROCKS, PA 15136-2882	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BRANHAM & BAKER COAL CO., INC. 328 NORTH LAKE DRIVE PRESTONBURG, KY 41653	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BROOKFIELD ASSET MANAGEMENT INC 480 DE LA CITE BLVD GATINEAU QUEBEC J8T 8R3 CANADA	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BROOKFIELD ENERGY MARKETING LP ATTN: CONTRACT ADMINISTRATOR 480 DE LA CITE BLVD GATINEAU, QUEBEC J8T 8R3 CANADA	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BROOKLYN UNION GAS COMPANY, THE (DBA NATIONAL GRID NY) ATTN CONTRACT ADMINISTRATION 100 E OLD COUNTRY RD HICKSVILLE, NY 11801	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
BURNHAM INDUSTRIAL CONTRACTORS INC ATTN JIM BURNHAM 3229 BABCOCK BLVD PITTSBURGH, PA 15237-2825	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
BVZ POWER PARTNERS-FRENCH CAMP 464 PARK GROVE LANE SUITE A KATY, TX 77450	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
C&K INDUSTRIAL SERVICES INC 201 SMITH TOWNSHIP STATE RD BURGETTSTOWN, PA 15021-2113	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CAA COMBUSTION SYSTEMS A DIVISION OF PEERLESS MFG CO ATTN NATHAN SCHINDLER 884 MAIN ST MONROE, CT 06468	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION ATTN CHRISTOPHER SIBLEY 151 BLUE RAVINE ROAD FOLSOM, CA 95630	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION ATTN CHRISTOPHER SIBLEY 250 OUTCROPPING WAY FOLSOM, CA 95630	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION ATTN REGULATORY CONTRACTS GROUP 250 OUTCROPPING WAY FOLSOM, CA 95630	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION ATTN RONI REESE 151 BLUE RAVINE ROAD FOLSOM, CA 95630	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION ATTN RONI REESE 250 OUTCROPPING WAY FOLSOM, CA 95630	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CALPINE CORPORATION ATTN: DIRECTOR OF CORPORATE CREDIT 717 TEXAS AVENUE SUITE 1000 HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
CALPINE ENERGY SERVICES LP ATTN: DIRECTOR OF CREDIT 717 TEXAS AVENUE SUITE 1000 HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CALPINE ENERGY SERVICES, L.P. 717 TEXAS AVENUE SUITE 1000 HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CAMBRIA CONSULTANTS INC 1212 WINELAND STREET JOHNSTOWN, PA 15904-3419	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CAMCO 667 INDUSTRIAL PARK RD EBENSBURG, PA 15931-4111	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CANAL ELECTRIC COMPANY ONE MAIN STREET CAMBRIDGE, MA 02142	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CAPACITY MARKETS PARTNERS LLC ATTN: BERNARD GANSKI 100 TECHNOLOGY WAY SUITE 415 MOUNT LAUREL, NJ 08054	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CAPACITY MARKETS PARTNERS, LLC 100 TECHNOLOGY WAY SUITE 415 MOUNT LAUREL, NJ 08054	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CAPE & VINEYARD ELECTRIC COMPANY 26H2 WHITE'S PATH SUITE 2 SOUTH YARMOUTH, MA 02664	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CAPITOL ENERGY VENTURES CORP ATTN CEV CONTRACTS 101 CONSTITUTION AVE NW WASHINGTON, DC 20080	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CAPITOL ENERGY VENTURES CORP ATTN: RISK ANALYSIS & MITIGATION 101 CONSTITUTION AVE., NW WASHINGTON, DC 20080	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CARGILL INC NATURAL GAS TRADING ATTN KATHY GERKEN, CONTRACT ADMIN 12700 WHITEWATER DR MINNETONKA, MN 55343	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation



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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
CARGILL INC NATURAL GAS TRADING ATTN: CONTRACT ADMIN - KATHEY GERKEN 12700 WHITEWATER DR MINNETONKA, MN 55343	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CAROL A. HOFFMAN ATTN: JOHN R. WHITE 112 BALTIMORE STREET GETTYSBURG, PA 17325	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CAROL A. HOFFMAN C/O CAMPBELL & WHITE 112 BALTIMORE STREET GETTYSBURG, PA 17325	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CASTLETON COMMODITIES MERCHANT TRADING LP ATTN: TREASURER 2200 ATLANTIC STREET SUITE 800 STAMFORD, CT 06902-6834	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CASTLETON COMMODITIES MERCHANT TRADING LP 2200 ATLANTIC STREET SUITE 800 STAMFORD, CT 06902	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CB&I ENVIRONMENTAL & INFRASTRUCTURE 4171 ESSEN LANE BATON ROUGE, LA 70809-2157	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CCP CREDIT ACQUISITION HOLDINGS LLC C/O ELIZABETH UHL, AUTHORIZED SIGNATORY 1209 ORANGE STREET WILMINGTON, DE 19801	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CEDAR RIDGE PARTNERS LLC C/O JEFFREY ROSENKRANZ, PORTFOLIO MGR 45 EAST PUTNAM AVENUE SUITE 124 GREENWICH, CT 06830	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CEDARVIEW OPPORTUNITIES MASTER FUND LP C/O BURTON WEINSTEIN, MANAGING PARTNER ONE PENN PLAZA 45TH FLOOR NEW YORK, NY 10119	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CENTERPOINT ENERGY GAS RESOURCES CORP 1111 LOUISIANA, REP 20 HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CENTERPOINT ENERGY GAS RESOURCES CORP PO BOX 2628 HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
CENTERPOINT ENERGY SERVICES INC ATTN: DIRECTOR OF CORPORATE CREDIT 1111 LOUISIANA ST 20TH FLOOR HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CENTERPOINT ENERGY SERVICES, INC. 1111 LOUISIANA STREET HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CENTERPOINT ENERGY, INC. KELLEY DRYE & WARREN LLP ATTN: MARK ROBECK 3050 K STREET, N.W. , SUITE 400 WASHINGTON, DC 20007-5108	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CENTRICA PLC MILLSTREAM MADIDENHEAD ROAD WINDSOR BERKSHIRE SL4 5GD UNITED KINGDOM	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CENTURY DEVELOPMENT ATTN LEGAL DEPARTMENT 1980 POST OAK BLVD STE 1200 HOUSTON, TX 77056-3808	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CENTURY PROPERTY MANAGEMENT PARTNERSHIP LP ATTN JOYCE HARBERSON 1000 MAIN STE 3200 HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CENTURY PROPERTY MANAGEMENT PARTNERSHIP LP ATTN PROPERTY MANAGER - 100 MAIN C/O CENTURY DEVELOPMENT 1980 POST OAK BLVD, STE 1200 HOUSTON, TX 77056-3808	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CHAIN LINK FENCE AND SUPPLY INC ATTN KIRK FLATEN 2040 RESEARCH DR LIVERMORE, CA 94550-3804	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CHALMERS & KUBECK INCORPORATED ATTN TOM TINDALL 150 COMMERCE DR ASTON, PA 19014-3204	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CHARAH INC 12601 PLANTSIDE DR LOUISVILLE, KY 40299-6386	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
CHEMTRON CORP 35850 SCHNEIDER COURT AVON, OH 44011-1232	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CHEVRONTEXACO NATURAL GAS A DIV OF CHEVRON USA INC ATTN: JULIE DURHAM P.O. BOX 4700 HOUSTON, TX 77210	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CHEVRONTEXACO NATURAL GAS, A DIVISION OF CHEVRON USA INC ATTN JULIE DURHAM PO BOX 4700 HOUSTON, TX 77210	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CINTAR INC 1667 E SUTTER RD GLENSHAW, PA 15116-1700	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CINTAS CORPORATION PO BOX 633173 CINCINNATI, OH 45263-3173	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CINTAS FIRST AID & SAFETY PO BOX 636525 CINCINNATI, OH 45263-6525	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CITIGROUP ENERGY INC. ATTN: LEGAL DEPARTMENT 2800 POST OAK BLVD., SUITE 500 HOUSTON, TX 77056	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CITIGROUP GLOBAL MARKET INC C/O THE DISTRESSED DEBT TRADING DESK 390-388 GREENWICH STREET NEW YORK, NY 10013-2396	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CITIGROUP INC LEGAL DEPARTMENT ATTN: SENIOR DEPUTY GENERAL COUNSEL CITIMARKETS AND BANKING 388 GREENWICH STREET, 17TH FLOOR NEW YORK, NY 10013	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CITY OF AVON LAKE 150 AVON BELDEN ROAD AVON LAKE, OH 44012	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CITY OF AVON LAKE ATTN: JOHN W. KNIPPER AVON LAKE UTILITIES 201 MILLER ROAD AVON LAKE, OH 44012	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
CITY OF PITTSBURGH C/O WATERFRONT DEVELOPMENT & OPERATIONS ATTN CITY MANAGER 65 CIVIC AVE PITTSBURGH, CA 94565	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CLEAN HARBORS ENVIRONMENTAL SERVICE 3527 WISKEY BOTTOM ROAD LAUREL, MD 20724-1403	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CLEAN HARBORS ENVIRONMENTAL SERVICE ATTN PAUL D HOGAN 3527 WISKEY BOTTOM RD LAUREL, MD 20724	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CLEAN HARBORS ENVIRONMENTAL SERVICE ATTN: STEVEN GROVER 3527 WISKEY BOTTOM ROAD LAUREL, MD 20724-1403	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CLEAN VENTURE INC 201 S FIRST ST ELIZABETH, NJ 07206-1502	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CLEAN VENTURE INC ATTN: DAVE ROESLER 201 S FIRST ST ELIZABETH, NJ 07206-1502	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CLEAN VENTURE INC ATTN: DAVE ROESLER, CHMM 201 S FIRST ST ELIZABETH, NJ 07206-1502	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CLEVELAND ELECTRIC ILLUMINATING COMPANY 76 SOUTH MAIN STREET AKRON, OH 44308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CLEVELAND ELECTRIC ILLUMINATING COMPANY ATTN: CHARLENE W JURKOSHEK C/O CENTERIOR ENERGY CORPORATION 6200 OAK TREE BLVD INDEPENDENCE, OH 44131	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CLEVELAND ELECTRIC ILLUMINATING COMPANY ATTN: GENERAL COUNSEL C/O CENTERIOR ENERGY CORPORATION 6200 OAK TREE BLVD INDEPENDENCE, OH 44131	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CLEVELAND ELECTRIC ILLUMINATING COMPANY ATTN: GORDON S KAISER SQUIRE SANDERS & DEMPSEY 4900 SOCIETY TOWER; 127 PUBLIC SQ CLEVELAND, OH 44114	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
CLEVELAND ELECTRIC ILLUMINATING COMPANY ATTN: MANAGER, REAL ESTATE 6200 OAK TREE BOULEVARD INDEPENDENCE, OH 44131	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CLEVELAND ELECTRIC ILLUMINATING COMPANY ATTN: MICHAEL A. KOVACH 6200 OAK TREE BOULEVARD INDEPENDENCE, OH 44131	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CLEVELAND ELECTRIC ILLUMINATING COMPANY ATTN: MICHAEL A. KOVACH PO BOX 94661 CLEVELAND, OH 44131	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COLONA TRANSFER LP 100 RIVER ROAD MONACA, PA 15061	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COLONA TRANSFER LP ATTN: MARK MCCLYMONDS 100 RIVER ROAD MONACA, PA 15061	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COLONIAL ENERGY INC ATTN: BRIAN M. KELLY - EVP 3975 FAIR RIDGE DR SUITE T-10 NORTH FAIRFAX, VA 22033	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COLONIAL GAS COMPANY (DBA NATIONAL GRID) ATTN CONTRACT ADMINISTRATION 100 E OLD COUNTRY RD HICKSVILLE, NY 11801	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COLUMBIA GAS OF OHIO ATTN JOSEPH LANG PO BOX 94651 CLEVELAND, OH 44101-4661	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COLUMBIA GAS OF OHIO ATTN LEROY SMITH 200 CIVIC CENTER DR COLUMBUS, OH 43215	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COLUMBIA GAS OF OHIO ATTN LEROY SMITH PO BOX 1038 LORAIN, OH 44055	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COLUMBIA GAS TRANSMISSION CORPORATION ATTN: D. C. HUBBARD, SR. VICE PRESIDENT 1700 MACCORKLE AVE CHARLESTON, WV 25314	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
COLUMBIA GAS TRANSMISSION CORPORATION ATTN: MANAGER, CUSTOMER SERVICES P.O. BOX 1273 CHARLESTON, WV 25325-1273	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COMANCHE TRAIL PIPELINE LLC ATTN RIGHT OF WAY DEPT 1300 MAIN ST HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COMANCHE TRAIL PIPELINE, LLC C/O ZABEL FREEMAN ATTN: JAMES ANDREW FREEMAN 1135 HEIGHTS BLVD. HOUSTON, TX 77008	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COMMERCE ENERGY INC 600 ANTON BOULEVARD SUITE 2000 COSTA MESA, CA 92626	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COMMERCE ENERGY INC ATTN: CONTRACT ADMINISTRATION 600 ANTON BLVD., SUITE 2000 COSTA MESA, CA 92626	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COMMERCE ENERGY INC ATTN: RISK DESK 6345 DIXIE ROAD, SUITE 200 MISSISSAUGA, ONTARIO L5T 2E6 CANADA	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COMMERCE ENERGY, INC. 5251 WESTHEIMER ROAD SUITE 1000 HOUSTON, TX 77056	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COMMONWEALTH EDISON COMPANY ATTN: DIRECTOR OF ENGINEERING WILLOWBROOK CENTER 500 JOILET RD WILLOWBROOK, IL 60521	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COMMONWEALTH EDISON COMPANY ATTN: DIRECTOR OF REAL ESTATE 227 W MONROE ST, 11TH FL CHICAGO, IL 60606	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COMMONWEALTH EDISON COMPANY ATTN: VP TRANSMISSION SERVICES REAL ESTATE SERVICES DEPARTMENT PO BOX 767 CHICAGO, IL 60690	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
COMMONWEALTH EDISON COMPANY ATTN: VP TRANSMISSION SERVICES TWO FIRST NATIONAL PLAZA 20 SOUTH CLARK ST CHICAGO, IL 60603	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COMMONWEALTH EDISON COMPANY ATTN: VP TRANSMISSION SERVICES, REAL ESTATE SVCS DEPT PO BOX 767 CHICAGO, IL 60690	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COMMONWEALTH ELECTRIC COMPANY 800 BOYLSTON STREET BOSTON, MA 02090	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COMMONWEALTH ELECTRIC COMPANY ATTN LEGAL DEPT COM/ENERGY SERVICES COMPANY ONE MAIN ST, PO BOX 9150 CAMBRIDGE, MA 02142-9150	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COMMONWEALTH ELECTRIC COMPANY ATTN VP OF ENERGY SUPPLY & ENGINEERING SVCS 2421 CRANBERRY HIGHWAY WAREHAM, MA 02571	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COMMONWEALTH ELECTRIC COMPANY ATTN: DAVID S. BALABON LEBOEUF LAMB GREEN MACRAE LLP 260 FRANKLIN ST BOSTON, MA 02110	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COMMONWEALTH ELECTRIC COMPANY ATTN: MICHAEL SULLIVAN C/O CANAL ELECTRIC COMPANY ONE MAIN ST CAMBRIDGE, MA 02142	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COMMONWEALTH ENERGY CORPORATION ATTN: CONTRACT ADMINISTRATION 15901 RED HILL AVENUE, SUITE 100 TUSTIN, CA 92780	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION 45 THOMS RUN ROAD BRIDGEVILLE, PA 15017	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COMMONWEALTH OF PENNSYLVANIA TAX LITIGATION SECTION OFFICE OF THE ATTORNEY GENERAL 15TH FLOOR, STRAWBERRY SQUARE HARRISBURG, PA 17120	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
COMMONWEALTH OF PENNSYLVANNIA DEPARTMENT OF ENVIORNMENTAL PROTECTION BUREAU OF WASTE MANAGEMENT 45 THOMS RUN ROAD BRIDGEVILLE, PA 15017	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COMPLIANCE OPPORTUNITIES GROUP LLC ATTN RICK WAGGONER 8528 DAVIS BLVD STE 134-322 NORTH RICHLAND HILLS, TX 76182-8302	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONCORD ENERGY LLC ATTN CONTRACT ADMINISTRATION 165 UNION BLVD STE 670 LAKEWOOD, CO 80228	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONCORD ENERGY LLC ATTN: GAS ACCOUNTING 165 UNION BLVD. SUITE 670 LAKEWOOD, CO 80228	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONOCO INC ATTN: CONTRACT ADMINISTRATION 600 NORTH DAIRY ASHFORD - CH 1081 HOUSTON, TX 77079-1175	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONOCOPHILLIPS COMPANY 600 NORTH DAIRY ASHFORD HOUSTON, TX 77079-1175	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONOCOPHILLIPS COMPANY ATTN CONTRACT ADMINISTRATION 600 NORTH DAIRY ASHFORD HOUSTON, TX 77079-1175	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONOCOPHILLIPS COMPANY ATTN: COMMERCIAL CREDIT 600 N. DAIRY ASHFORD HOUSTON, TX 77079	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONOCOPHILLIPS COMPANY ATTN: LEGAL DEPARTMENT 1155 PERIMETER CENTER WEST ATLANTA, GA 30338	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONOCOPHILLIPS COMPANY ATTN: NATURAL GAS ACCOUNTING 600 N. DAIRY ASHFORD - CH1040 HOUSTON, TX 77079	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation



**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
CONSOL COAL ATTN: TOM FRITZ 1800 WASHINGTON ROAD PITTSBURGH, PA 15241	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONSOL ENERGY INC ATTN: TREASURY DEPT CNX CENTER 1000 CONSOL ENERGY DRIVE CANONSBURG, PA 15317	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONSOL OF KENTUCKY INC CNX CENTER 1000 CONSOL ENERGY DRIVE CANONSBURG, PA 15317	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONSOL PENNSYLVANIA COAL COMPANY LLC ATTN: STEVEN T. ASPINALL CNX CENTER 1000 CONSOL ENERGY DRIVE CANONSBURG, PA 15317	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONSOL PENNSYLVANIA COAL COMPANY LLC ATTN: TREASURY DEPARTMENT CNX CENTER 1000 CONSOL ENERGY DRIVE CANONSBURG, PA 15317	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONSOL PENNSYLVANIA COAL COMPANY LLC CNX CENTER 1000 CONSOL ENERGY DRIVE CANONSBURG, PA 15317-6506	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONSOL PENNSYLVANIA COAL COMPANY C/O CONSOL ENERGY INC 1800 WASHINGTON ROAD PITTSBURGH, PA 15241	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. ATTN: CONTRACT ADMINISTRATION 701 WESTCHESTER AVE., SUITE 201W WHITE PLAINS, NY 10604	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONSOLIDATED EDISON ENERGY INC 100 SUMMIT LAKE DRIVE SUITE 410 VALHALLA, NY 10595	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONSOLIDATED EDISON ENERGY INC ATTN: CONTRACT ADMINISTRATION 701 WESTCHESTER AVE., SUITE 201W WHITE PLAINS, NY 10604	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
CONSOLIDATED EDISON ENERGY INC ATTN: CREDIT MANAGER 701 WESTCHESTER AVE. SUITE 201 WEST NEW YORK, NY 10604	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONSOLIDATED EDISON ENERGY INC ATTN: NANCY LEE 701 WESTCHESTER AVE. SUITE 320W WHITE PLAINS, NY 10604	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONSOLIDATED EDISON ENERGY INC ATTN: VICE PRESIDENT AND TREASURER 4 IRVING PLACE ROOM 2111-S NEW YORK, NY 10003	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONSOLIDATED EDISON ENERGY, INC. 4 IRVING PLACE NEW YORK, NY 10003	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONSOLIDATION COAL COMPANY ATTN: CHRIS FASY 46226 NATIONAL ROAD ST. CLAIRSVILLE, OH 43950	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONSOLIDATION COAL COMPANY C/O CONSOL ENERGY INC 1800 WASHINGTON ROAD PITTSBURGH, PA 15241	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONSOLIDATION COAL COMPANY CNX CENTER 1000 CONSOL ENERGY DRIVE CANONSBURG, PA 15317	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONSTELLATION ENERGY COMMODITIES GROUP INC. ATTN: CONTRACT ADMINISTRATION 111 MARKET STREET SUITE 500 BALTIMORE, MD 21202	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONSTELLATION ENERGY COMMODITIES GROUP INC. ATTN: CREDIT RISK MANAGEMENT 111 MARKET PLACE SUITE 500 BALTIMORE, MD 21202	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONSTELLATION ENERGY COMMODITIES GROUP INC. ATTN: JOHN SAVAGE 111 MARKET PLACE SUITE 500 BALTIMORE, MD 21202	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
CONTRA COSTA ELECTRIC INC 825 HOWE ROAD MARTINEZ, CA 94553-3441	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONTROL ANALYTICS INC 6017 ENTERPRISE DRIVE EXPORT, PA 15632-8969	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CONTURA COAL SALES LLC 340 MARTIN LUTHUR KING JR BLVD BRISTOL, TN 37620	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CORAL ENERGY HOLDING LP (FKA CORAL ENERGY LP) ATTN: ENERGY ADMINISTRATION 909 FANNIN SUITE 700 HOUSTON, TX 77010	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CORAL ENERGY RESOURCES LP ATTN ENERGY ADMINISTRATION 909 FANNIN ST STE 700 HOUSTON, TX 77010	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CORAL ENERGY RESOURCES LP ATTN: ENERGY ADMINISTRATION 909 FANNIN STREET SUITE 700 HOUSTON, TX 77010	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CORAL POWER LLC ATTN: SENIOR CONTRACT ADMINISTRATOR, ENERGY 909 FANNIN, SUITE 700 HOUSTON, TX 77010	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COUNTY OF ADAMS 111-117 BALTIMORE STREET GETTYSBURG, PA 17325	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COUNTY OF ADAMS ATTN: BOARD OF COMMISSIONERS 111-117 BALTIMORE STREET GETTYSBURG, PA 17325	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COUNTY OF ROCKLAND INDUSTRIAL DEVELOPMENT AGENCY 67 NORTH MAIN STREET THIRD FLOOR NEW CITY, NY 10956	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
COUNTY OF ROCKLAND INDUSTRIAL DEVELOPMENT AGENCY ATTN: CHAIRPERSON AND EXECUTIVE DIRECTOR ONE BLUE HILL PLAZA P.O. BOX 1575 PEARL RIVER, NY 10965	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COUNTY OF ROCKLAND INDUSTRIAL DEVELOPMENT AGENCY C/O MONTALBANO, CONDON & FRANK, P.C. ATTN: BRIAN J. QUINN, ESQ. 67 NORTH MAIN STREET NEW CITY, NY 10956	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COUNTY OF ROCKLAND ATTN: THOMAS HUMPBACH, ESQ. COUNTY ATTORNEY ALLISON PARRIS COUNTY OFFICE BUILDING 11 NEW HEMPSTEAD ROAD NEW CITY, NY 10956	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
COUNTY OF ROCKLAND COUNTY FINANCE DEPARTMENT ATTN: COMMISSIONER OF FINANCE SAIN BUILDING, 18 NEW HEMPSTEAD ROAD NEW CITY, NY 10956	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CRE HOLDINGS INC C/O C RICHARD EVERETT ATTN CENTURY DEVELOPMENT 1980 POST OAK BLVD, STE 1200 HOUSTON, TX 77056-3808	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CRE PARTNERSHIP LP C/O C RICHARD EVERETT ATTN CENTURY DEVELOPMENT 1980 POST OAK BLVD, STE 1200 HOUSTON, TX 77056-3808	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CREDIT SUISSE ENERGY LLC C/O ROBERT HEALEY, AUTHORIZED SIGNATORY 11 MADISON AVENUE 24TH FLOOR NEW YORK, NY 10010	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CREDIT SUISSE SECURITIES (USA) LLC C/O ROBERT HEALEY, AUTHORIZED SIGNATORY 11 MADISON AVENUE 24TH FLOOR NEW YORK, NY 10010	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CROWN PRODUCTS & SERVICES INC. 12821 E. NEW MARKET STREET STE. 100 CARMEL, IN 46032	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
CSX TRANSPORTATION INC 4901 BELFORT ROAD JACKSONVILLE, FL 32256	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CSX TRANSPORTATION INC 4901 BELFORT ROAD SUITE 130 JACKSONVILLE, FL 32256	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CSX TRANSPORTATION INC ATTN: DIRECTOR - UTILITY NORTH 500 WATER STREET JACKSONVILLE, FL 32202	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CSX 4901 BELFORT ROAD JACKSONVILLE, FL 32256	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CUSHMAN & WAKEFIELD OF TEXAS INC ATTN ANDREW SPENCE & SCOTT WEGMANN 1330 POST OAK BLVD STE 2700 HOUSTON, TX 77056	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CYNTHIA I. TOOT 44 BALTIMORE STREET APARTMENT 4 GETTYSBURG, PA 17325	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
CYNTHIA I. TOOT C/O CAMPBELL & WHITE 112 BALTIMORE STREET GETTYSBURG, PA 17325	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
D EDWARD LEASING COMPANY 250 SEANOR ROAD WINDBER, PA 15963-7202	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DANIEL C. & KAREN LYNNE POWELL C/O CAMPBELL & WHITE 112 BALTIMORE STREET GETTYSBURG, PA 17325	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DAVID BRAY AND ADELYN BRAY KENNETH SACKS SACKS AND SACKS, LLP 150 BROADWAY - 4TH FLOOR NEW YORK, NY 10038	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DAVIDSON KEMPNER CAPITAL MANAGEMENT LP ATTN: AVRAM Z FRIEDMAN, MANAGING MEMBER	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DAVIS AND GOLDFARB PLLC 1201 HARMON PLACE STE 303 MINNEAPOLIS, MN 55403-2486	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
DB ENERGY TRADING LLC ATTN: COLLATERAL MANAGEMENT 60 WALL STREET 9TH FLOOR NEW YORK, NY 10005	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DB ENERGY TRADING LLC ATTN: COMMODITIES LEGAL 60 WALL STREET, 36TH FLOOR NEW YORK, NY 10005	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DCP MIDSTREAM MARKETING LLC ATTN: CONTRACT ADMINISTRATION 5718 WESTHEIMER SUITE 1900 HOUSTON, TX 77057-5733	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DEER PARK INDEPENDENT SCHOOL DISTRICT 203 IVY STREET DEER PARK, TX 77536	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DEFINED SOURCE COOPERATIVE INC PO BOX 75343 CHICAGO, IL 60675-5343	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DEPARTMENT OF THE ARMY 2425 WILSON BLVD ARLINGTON, VA 22201	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DEUTSCHE BANK AG NEW YORK BRANCH ATTN: AMY WALTER 31 WEST 52ND STREET, 14TH FL NEW YORK, NY 10019	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DEUTSCHE BANK AG ATTN AMY WALTER 31 W 52 ST 14TH FL NEW YORK, NY 10019	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DEUTSCHE BANK SECURITIES INC ATTN: AMY WALTER 31 WEST 52ND STREET 14TH FLOOR NEW YORK, NY 10019	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DEUTSCHE BANK SECURITIES INC ATTN: JACK LEONG 60 WALL STREET, 25TH FLOOR NEW YORK, NY 10005	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DEUTSCHE BANK TRUST COMPANY AMERICAS 60 WALL STREET NEW YORK, NY 10005	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
DIAMOND TECHNICAL SERVICES INC 9152 ROUTE 22 BLAIRSVILLE, PA 15717-4128	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DIAMOND TECHNICAL SERVICES INC ATTN RICH BRENNAN 9152 ROUTE 22 BLAIRSVILLE, PA 15717-4128	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DIRECT ENERGY BUSINESS L.L.C. (ASSIGNOR) / ENERGY AMERICA LLC (ASSIGNEE) ATTN: VP AND ASST GENERAL COUNSEL 111-5TH AVENUE S.W. SUITE 1000 CALGARY, AB T2P 3Y6 CANADA	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DIRECT ENERGY BUSINESS MARKETING LLC ATTN: CREDIT DEPARTMENT 1 HESS PLAZA WOODBIDGE, NJ 07095	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DIRECT ENERGY BUSINESS MARKETING, LLC 1001 LIBERTY AVENUE SUITE 1200 PITTSBURGH, PA 15222	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DISTRIGAS OF MASSACHUSETTS LLC ATTN VP, SALES & MARKETING, EASTERN REGION ONE LIBERTY SQUARE 10TH FL BOSTON, MA 02109	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DISTRIGAS OF MASSACHUSETTS LLC ATTN: CONTRACT ADMINISTRATION ONE LIBERTY SQUARE 10TH FLOOR BOSTON, MA 02109	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DISTRIGAS OF MASSACHUSETTS LLC ATTN: MANAGER, COMMERCIAL OPERATIONS 18 ROVER STREET EVERETT, MA 02149	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DISTRIGAS OF MASSACHUSETTS LLC ATTN: SR MANAGER, CREDIT, COST AND REVENUE ACCTNG 1990 POST OAK BOULEVARD STE 1900 HOUSTON, TX 77056	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DISYS 8270 GREENSBORO DR STE 1000 MC LEAN, VA 22102-4910	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
DOMINION COVE POINT LNG LP ATTN: DONALD R RAIKES 120 TREDEGAR ST, 6TH FL RICHMOND, VA 23219	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DOMINION ENERGY MARKETING INC ATTN: CONTRACT ADMINISTRATION 120 TREDEGAR STREET RICHMOND, VA 23219	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DOMINION ENERGY MARKETING INC ATTN: DIRECTOR, CREDIT RISK MANAGEMENT 120 TREDEGAR STREET, DC-3 RICHMOND, VA 23219	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DOMINION ENERGY MARKETING, INC. 120 TREDEGAR STREET RICHMOND, VA 23219	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DOMINION TRANSMISSION INC ATTN: IRIS G KING, DIRECTOR TRANSMISSION SERVICES 120 TREDEGAR ST RICHMOND, VA 23219	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DONALD LUTZ C/O CAROSELLI BEACHLER MCTIERNAN & COLEMAN L.L.C. 20 STANWIX STREET SUITE 700 PITTSBURGH, PA 15222	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DOW COGBURN & FRIEDMAN ATTN MELVIN A DOW NINE GREENWAY PLAZA STE 2300 HOUSTON, TX 77046	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DTE ENERGY COMPANY ATTN: CREDIT RISK MANAGEMENT 414 SOUTH MAIN STREET 2ND FLOOR ANN ARBOR, MI 48104	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DTE ENERGY TRADING INC ATTN GREGORY V. STATON 414 S MAIN ST SUITE 200 ANN ARBOR, MI 48104	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DTE ENERGY TRADING INC ATTN: CONTRACT ADMINISTRATION 414 S MAIN ST SUITE 200 ANN ARBOR, MI 48104	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation



**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
DUKE ENERGY FIELD SERVICES LP 3300 NORTH "A" ST BLDG 7 MIDLAND, TX 79705	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DUKES COUNTY IN THE COMMONWEALTH OF MASSACHUSETTS MARTHA'S VINYARD AIRPORT VINEYARD HAVEN, MA 02568	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DUNBAR MECHANICAL INC 2806 NORTH REYNOLDS RD TOLEDO, OH 43615-2034	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DUQUESNE LIGHT COMPANY 2101 BEAVER AVENUE PITTSBURGH, PA 15233-1125	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DUQUESNE LIGHT COMPANY 411 SEVENTH AVENUE PITTSBURGH, PA 15219-1919	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DUQUESNE LIGHT COMPANY ATTN MORGAN O'BRIEN 411 SEVENTH AVE STE 500 PITTSBURGH, PA 15219	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DUQUESNE LIGHT COMPANY ATTN: ERICA A WARD C/O SKADDEN ARPS SLATE MEAGHER & FLOM LLP 1440 NEW YORK AVE, NW WASHINGTON, DC 20005	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DUQUESNE LIGHT COMPANY ATTN: J.F ROSSER SYSTEM OPERATIONS (N2-S0) 2839 NEW BEAVER AVENUE PITTSBURGH, PA 15233	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DUQUESNE LIGHT COMPANY ATTN: JAMES K. COOL 411 SEVENTH AVE PITTSBURGH, PA 15230-1930	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DUQUESNE LIGHT COMPANY ATTN: LEGAL DEPARTMENT, JODY NOBLE 411 SEVENTH AVE MAIL 16-1 PITTSBURGH, PA 15219	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DUQUESNE LIGHT COMPANY ATTN: LEGAL 411 SEVENTH AVENUE PITTSBURGH, PA 15219	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
DUQUESNE LIGHT COMPANY ATTN: MORGAN O'BRIEN 411 SEVENTH AVE PITTSBURGH, PA 15219	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DUQUESNE LIGHT COMPANY ATTN: REAL ESTATE DEPARTMENT, CHRIS KEFALOS 1800 SEYMOUR STREET PITTSBURGH, PA 15233	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DUQUESNE LIGHT COMPANY ATTN: REAL ESTATE 411 SEVENTH AVENUE PITTSBURGH, PA 15219	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DUQUESNE LIGHT COMPANY ATTN: VICE PRESIDENT - POWER SUPPLY GROUP 411 SEVENTH AVENUE PITTSBURGH, PA 15219	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DUQUESNE LIGHT COMPANY C/O FIRSTENERGY CORP ATTN: ANTHONY ALEXANDER 76 SOUTH MAIN STREET AKRON, OH 44308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DUQUESNE LIGHT COMPANY C/O SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP ATTN: ERICA A. WARD 1440 NEW YORK AVENUE, NW WASHINGTON, DC 20005	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DUQUESNE LIGHT COMPANY C/O SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP ATTN: ERICA WARD 1440 NEW YORK AVENUE NW WASHINGTON, DC 20005	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DUQUESNE LIGHT COMPANY C/O WINTHROP, STIMSON, PUTNAM & ROBERTS ATTN: MICHAEL CUSICK ONE BATTERY PARK PLAZA NEW YORK, NY 10004	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DUQUESNE LIGHT COMPANY OFFICE OF GENERAL COUNSEL ATTN: COMMERCIAL DIVISION 411 7TH AVE, 15TH FLOOR PITTSBURGH, PA 15219	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
DUQUESNE LIGHT COMPANY ONE OXFORD CENTRE 301 GRANT STREET PITTSBURGH, PA 15279	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
EAGLE ENERGY PARTNERS I L.P. ATTN: CONTRACT ADMINISTRATION 4700 WEST SAM HOUSTON PARKWAY NORTH SUITE 250 HOUSTON, TX 77041	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
EARLENE ANDERSON CALMESE, JESSE L CALMESE, JR., FRANK V CALMESE & WAYNE M CALMESE 6402 BARTON DETROIT, MI 48210	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
EAST FAIRFIELD COAL CO ATTN: WALT HERRIOTT 10900 SOUTH AVENUE P.O. BOX 217 NORTH LIMA, OH 44452	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
EDF TRADING LIMITED ATTN: ROBERY QUICK 80 VICTORIA STREET 3RD FLOOR, CARDINAL PLACE LONDON SW1E 5JL ENGLAND	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
EDF TRADING NORTH AMERICA LLC ATTN BRETT M. CARROLL, SVP, FINANCE & OPERATIONS 4700 W. SAM HOUSTON PARKWAY N. SUITE 250 HOUSTON, TX 77041	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
EDF TRADING NORTH AMERICA, LLC ATTN: CREDIT DEPARTMENT 4700 W SAM HOUSTON PARKWAY N SUITE 250 HOUSTON, TX 77041	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
EDWIN COSTA C/O LONDON FISCHER LLP ATTN: MORGAN CORLEY 59 MAIDEN LANE NEW YORK, NY 10038	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
EGAN HUB PARTNERS LP ATTN: VICE PRESEIDENT, MARKETING 5400 WESTHEIMER COURT HOUSTON, TX 77056	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
EGAN HUB STORAGE LLC 5400 WESTHEIMER COURT HOUSTON, TX 77056	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
EIGHTY FOUR MINING COMPANY C/O CONSOL ENERGY INC 1800 WASHINGTON ROAD PITTSBURGH, PA 15241	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
EMPYREAN GROUP LLC, THE 1108 OHIO RIVER BLVD STE 806 SEWICKLEY, PA 15143-2049	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
EMS USA INC ATTN LEGAL DEPT 2000 BERING DR STE 600 HOUSTON, TX 77057	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY C/O O'MELVENY & MYERS LLP ATTN: RICHARD B. GOETZ; ZOHEB P. NOORANI 400 SOUTH HOPE STREET LOS ANGELES, CA 90071-2899	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ENERFAB POWER & INDUSTRIAL, INC. ATTN: STEVE HARBISON 300 BURSCA DRIVE SUITE 302 BRIDGEVILLE, PA 15017	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ENERFAB POWER & INDUSTRIAL, INC. C/O ENERFAB, INC. STERLING W COLVIN, ESQ GEN. COUNSEL 4430 CHICKERING AVENUE CINCINNATI, OH 45232	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ENERGY AMERICA LLC ATTN: GENERAL COUNSEL 12 GREENWAY PLAZA SUITE 250 HOUSTON, TX 77046	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ENERGY CORPORATION OF AMERICA ATTN: GENERAL COUNSEL 500 CORPORATE LANDING CHARLESTON, WV 25311	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ENERWISE GLOBAL TECHNOLOGIES INC (DBA CPOWER) 111 MARKET PLACE SUITE 201 BALTIMORE, MD 21202	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ENSERCO ENERGY INC ATTN MARCUS DIVITA 7333 WEST JEFFERSON AVE STE 170 LAKEWOOD, CO 80235	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ENTERGY MISSISSIPPI INC ATTN: DIRECTOR, RESOURCE PLANNING P. O. BOX 1640 JACKSON, MS 39215	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
ENTERGY MISSISSIPPI INC ATTN: DIRECTOR, TRANSMISSION POLICY 639 LOYOLA AVENUE NEW ORLEANS, LA 70113	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ENTERGY MISSISSIPPI INC ATTN: GENERAL COUNSEL 639 LOYOLA AVE NEW ORLEANS, LA 70113	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ENTERGY MISSISSIPPI INC C/O ENTERGY SERVICES INC ATTN: JOHN SCHILLECI (L-MOB-17B) 639 LOYOLA AVE NEW ORLEANS, LA 70113	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ENTERGY MISSISSIPPI INC C/O ENTERGY SERVICES INC ATTN: MANAGER, TRANSMISSION SERVICES 639 LOYOLA AVE NEW ORLEANS, LA 70113	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ENTERGY SERVICES INC AGENT FOR ENTERGY MISSISSIPPI INC 639 LOYOLA AVE NEW ORLEANS, LA 70113	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ENTEX GAS RESOURCES CORP ATTN CONTRACT ADMINISTRATION 1111 LOUISIANA ST HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ENTEX GAS RESOURCES CORP ATTN: GAS ACCOUNTING 1111 LOUISIANA ST. HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ENVIRONMENTAL RESOURCES MANAGEMENT ATTN ARUN CHEMBURKAR 840 W SAM HOUSTON PKWY N STE 600 HOUSTON, TX 77024-3920	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ENVIRONMENTAL RESOURCES MANAGEMENT ATTN ARUN CHEMBURKAR, PE 1277 TREAT BLVD STE 500 WALNUT CREEK, CA 94597	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
EQUITABLE ENERGY, LLC ATTN DAN MASSENGILL 110 ALLEGHENY CENTER MALL PITTSBURGH, PA 15212	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
EQUITABLE ENERGY, LLC ATTN LACHON R ELLMAN 110 ALLEGHENY CENTER MALL PITTSBURGH, PA 15212	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
EQUITABLE GAS COMPANY LP ATTN JOHN QUINN, VP RATES & SALES 225 N SHORE DR PITTSBURGH, PA 15212-5861	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
EQUITABLE GAS COMPANY ATTN LEGAL DEPARTMENT 200 ALLEGHENY CENTER PITTSBURGH, PA 15212-5352	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
EQUITABLE GAS COMPANY ATTN: GAS ACQUISITION & MANAGEMENT DEPT 200 ALLEGHENY CENTER PITTSBURGH, PA 15212-5352	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ERIC GUARRASI 758 SMITH HILL ROAD STROUDSBURG, PA 18360	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ERM WEST INC 2875 MICHELLE DR STE 200 IRVINE, CA 92606-1022	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ERM WEST INC ATTN RICK SHIH 1277 TREAT BLVD STE 500 WALNUT CREEK, CA 94597-7989	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ESERVICES INC ATTN: CHUCK GABLER 4461 COX ROAD SUITE 113 GLEN ALLEN, VA 23060	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ETC MARKETING LTD (DBA ENERGY TRANSFER COMPANY) ATTN JANET SPEARS 800 SONTERRA BLVD SUITE 400 SAN ANTONIO, TX 78258	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ETC TEXAS PIPELINE, LTD ATTN RIGHT OF WAY DEPT 1300 MAIN ST HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
EVOQUA WATER TECHNOLOGIES LLC ATTN MATTHEW TYSON 1441 E WASHINGTON BLVD LOS ANGELES, CA 90021-3039	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
EXELON CORPORATION ATTN: TREASURER AND ASSISTANT TREASURER 10 SOUTH DEARBORN STREET 52ND FLOOR CHICAGO, IL 60603	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
EXELON GENERATION COMPANY LLC ATTN: CONTRACT ADMINISTRATION 100 CONSTELLATION WAY SUITE 600C BALTIMORE, MD 21202	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
EXPRESS SERVICES INC PO BOX 841634 DALLAS, TX 75284-1634	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FANNON PETROLEUM SERVICES INC 7755 PROGRESS COURT GAINESVILLE, VA 20155-1687	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FEDERAL ENERGY REGULATORY COMMISSION ATTN: LOIS CASHELL, SECRETARY 888 FIRST STREET, N E WASHINGTON, DC 20424	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK TWO PARK AVENUE SUITE 300 NEW YORK, NY 10016	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FIDELITY NATIONAL TITLE INSURANCE CORPORATION TWO PARK AVENUE SUITE 300 NEW YORK, NY 10016	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FIRST ECA MIDSTREAM LLC ATTN: GENERAL COUNSEL 500 CORPORATE LANDING CHARLESTON, WV 25311	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FIRSTENERGY CORP 76 SOUTH MAIN STREET AKRON, OH 44308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FIRSTENERGY CORP ATTN: ANTHONY J. ALEXANDER 76 SOUTH MAIN STREET AKRON, OH 44308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FIRSTENERGY CORP ATTN: MICHAEL F CUSICK WINTHROP STIMSON PUTNAM ROBERTS ONE BATTERY PARK PLAZA NEW YORK, NY	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
FIRSTENERGY CORP C/O WINTHROP, STIMSON, PUTNAM & ROBERTS ATTN: MICHAEL F. CUSICK ONE BATTERY PARK PLAZA NEW YORK, NY	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FIRSTENERGY TELECOM CORP 6200 OAK TREE BOULEVARD INDEPENDENCE, OH 44131	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FLEET TRANSIT INC ATTN TIM FLANAGAN 3400 FAIRFIELD RD BALTIMORE, MD 21226	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FLORIDA GAS TRANSMISSION COMPANY P.O. BOX 1188 HOUSTON, TX 77251-1188	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FLORIDA GAS TRANSMISSION COMPANY P.O. BOX 4967 HOUSTON, TX 77210-4967	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FLORIDA POWER CORPORATION 2600 LAKE LUCIEN DRIVE SUITE 400 MAITLAND, FL 32751	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FLORIDA POWER CORPORATION ATTN: GLENN DOOLEY 6565 38TH AVENUE NORTH ST. PETERSBURG, FL 33710	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FORKLIFT MOBILE INC ATTN LARRY BEALS 1110 RAILROAD AVE VALLEJO, CA 94592-1020	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FORT WASHINGTON INVESTMENT ADVISORS INC ATTN: DANIEL J CARTER, VP, SR PM	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FORTIS BANK SA/NV ATTN: LEGAL DEPARTMENT 520 MADISON AVE 3RD FLOOR NEW YORK, NY 10022	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FORTIS ENERGY MARKETING & TRADING GP ATTN: FINANCIAL CONTRACT ADMINISTRATION 1100 LOUISIANA SUITE 4900 HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FOSSIL CONSULTING SERVICES INC 6325 WOODSIDE COURT SUITE 350 COLUMBIA, MD 21046-1042	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation



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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
FPL ENERGY POWER MARKETING INC. ATTN: CONTRACTS/LEGAL DEPARTMENT 700 UNIVERSE BLVD. JUNO BEACH, FL 33408	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FPL ENERGY POWER MARKETING INC. ATTN: CONTRACTS/LEGAL DEPARTMENT MAIL STOP CTR/JB 700 UNIVERSE BLVD. JUNO BEACH, FL 33408	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FRANKLIN MINERALS ATTN: WELDON FLYNN PO BOX 207 DUNDEE, OH 44624	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FREEPOINT COMMODITIES LLC 58 COMMERCE ROAD STAMFORD, CT 06902	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FREEPOINT COMMODITIES TRADING AND MARKETING LLC ATTN: GENERAL COUNSEL LEGAL DEPARTMENT 58 COMMERCE ROAD STAMFORD, CT 06902	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FREEPOINT COMMODITIES TRADING AND MARKETING LLC 58 COMMERCE ROAD STAMFORD, CT 06902	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FUCICH LLC PO BOX 4015 BAY SAINT LOUIS, MS 39521-4015	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FUEL TECH INC 27601 BELLA VISTA PKWY WARRENVILLE, IL 60555-1617	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
FUEL TECH INC ATTN CHRIS FORTE 27601 BELLA VISTA PKWY WARRENVILLE, IL 60555-1617	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GAI CONSULTANTS INCORPORATED 385 EAST WATERFRONT DR HOMESTEAD, PA 15120-5005	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GAI CONSULTANTS INCORPORATED ATTN KENT C COCKLEY 385 E WATERFRONT DR HOMESTEAD, PA 15120-5005	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
GALLAGHER MARINE SYSTEMS LLC 305 HARPER DR MOORESTOWN, NJ 08057-3229	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GAP INC 100 GAPVAX LANE JOHNSTOWN, PA 15904-2855	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GAP INC GAP POLLUTION & ENVIRONMENT CONTROL ATTN RANDY JOHNSON 100 GAPVAX LANE JOHNSTOWN, PA 15904-2855	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GARNERVILLE HOLDING COMPANY, INC. 55 W RAILROAD AVE GARNERVILLE, NY 10923	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GAS UMLIMITED INC PO BOX 4130 HOUSTON, TX 77210-4130	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GDF SUEZ GAS NA LLC 20 CITY SQUARE, SUITE 3 CHARLESTOWN, MA 02129	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GDF SUEZ GAS NA LLC ATTN CONTRACT ADMINISTRATION 20 CITY SQUARE, SUITE 3 CHARLESTOWN, MA 02129	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GE BETZ INC 4636 SOMERTON ROAD FEASTERVILLE TREVOSE, PA 19053-6783	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GE BETZ INC; GE WATER & PROCESS TECHNOLOGIES 4636 SOMERTON RD FEASTERVILLE TREVOSE, PA 19053-6783	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GE INFRASTRUCTURE WATER & PROCESS 4636 SOMERTON RD FEASTERVILLE TREVOSE, PA 19053-6742	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GE INTERNATIONAL INC 4200 WILDWOOD PARKWAY ATLANTA, GA 30339-8402	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GE INTERNATIONAL INC 4200 WILDWOOD PKWY ATLANTA, GA 30339-8402	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GE POWER SYSTEMS EQUIPMENT AND SERVICES 2 CORPORATE DRIVE SUITE 150 SHELTON, CT 06484-6239	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
GEARHART MCKEE INCORPORATED 901 OAK STREET JOHNSTOWN, PA 15902-2219	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GEM INC 6842 COMMODORE DRIVE WALBRIDGE, OH 43465-9765	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GENERAL ELECTRIC COMPANY C/O GE POWER SYSTEMS ONE RIVER ROAD, BLDG 37-2E SCHENECTADY, NY 12345	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GENERAL ELECTRIC INTERNATIONAL INC ATTN: GENERAL COUNSEL, EAST REGION 4200 WILDWOOD PARKWAY ATLANTA, GA 30339	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GENERAL ELECTRIC INTERNATIONAL INC ATTN: GM, CONTRACTUAL SERVICES 4200 WILDWOOD PARKWAY ATLANTA, GA 30339	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GENERAL ELECTRIC INTERNATIONAL INC ATTN: JEFFREY LUCAS 475 CREAMERY WAY EXTON, PA 19341	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GENERAL ELECTRIC INTERNATIONAL INC PGS AMERICAS - NORTH REGION ATTN: TODD MACLAIN, SERVICE DIRECTOR 475 CREAMERY WAY EXTON, PA 19341	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GENERAL ELECTRIC INTERNATIONAL, INC. 2 CORPORATE DRIVE SUITE 150 SHELTON, CT 06484-6239	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GENERAL ELECTRIC INTERNATIONAL, INC. ATTN: GM, CONTRACTUAL SERVICES 4200 WILDWOOD PARKWAY ATLANTA, GA 30339	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GENON ENERGY MANAGEMENT LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GENON FLORIDA LP 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GENON NORTHEAST MANAGEMENT COMPANY 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
GENON POWER MIDWEST LP 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GENON REMA, LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GEOCHEMICAL TESTING 2005 N CENTER AVENUE SOMERSET, PA 15501-7441	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GEORGE E. WARREN CORPORATION 3001 OCEAN DRIVE, SUITE 203 VERO BEACH, FL 32963-1953	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GERALD R. & BETTY JANE FORD C/O CAMPBELL & WHITE 112 BALTIMORE STREET GETTYSBURG, PA 17325	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GETTYSBURG MUNICIPAL AUTHORITY 601 EAST MIDDLE STREET GETTYSBURG, PA 17325	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GETTYSBURG MUNICIPAL AUTHORITY 601 EAST MIDDLE STREET P.O. BOX 3307 GETTYSBURG, PA 17325	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GETTYSBURG MUNICIPAL AUTHORITY C/O GMA SOLICITOR ATTN: CHARLES W. WOLF, ESQ 112 BALTIMORE STREET GETTYSBURG, PA 17325	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GOLDMAN SACHS BANK USA 200 WEST ST NEW YORK, NY 10282	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GOLDMAN SACHS CREDIT PARTNERS LP ATTN: STEPHEN KING 85 BROAD STREET NEW YORK, NY 10004	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GPU ENERGY 2800 POTTSVILLE PIKE PO BOX 16001 READING, PA 19612-6001	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GRANTHAM MAYO VAN OTTERLOO & CO LLC OBO GMO CREDIT OPPORTUNITIES FUND LP ATTN: SCOTT HAYWARD, CHIEF EXECUTIVE OFFICER	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
GROM ASSOCIATES INC 1 MAIN STREET FLEMINGTON, NJ 08822-1420	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GSO CAPITAL PARTNERS LP ATTN: STEVE FLANTBAUM, VICE PRESIDENT	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GUTMANN ENERGY INC 200 SPEERS STREET BELLE VERNON, PA 15012	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
GUTTMAN OIL COMPANY 200 SPEERS STREET BELLE VERNON, PA 15012	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
HAAS GROUP INTERNATIONAL INC ATTN ERIC WOJCIK PO BOX 2219 MALVERN, PA 19355	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
HAAS GROUP INTERNATIONAL INC PO BOX 2219 MALVERN, PA 19355-0818	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
HABITAT RESTORATION, INC. 201 SHERYL DR DELTONA, FL 32738	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
HAMON RESEARCH COTTRELL INC ATTN ALFRED L NARDINE JR 58 EAST MAIN ST PO BOX 1500 SOMERVILLE, NJ 08876	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
HARRISON MINING CORPORATION 44961 OLD HOPEDALE ROAD PO BOX 176 CADIZ, OH 43907	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
HARRISON PROCESSING CORPORATION 86395 MINE ROAD HOPEDALE, OH 43967	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
HARSCO MINERALS A DIV. OF HARSCO CORP 5000 RITTER ROAD SUITE 205 MECHANICSBURG, PA 17055	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
HARSCO MINERALS A DIV. OF HARSCO CORP ATTN: DANIEL MCATEE, PRESIDENT PO BOX 0515 CAMP HILL, PA 17001-0515	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
HAYES MECHANICAL LLC 5959 SOUTH HARLEM AVENUE CHICAGO, IL 60638-3131	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
HAYNES & BOONE LLP ATTN ROBERT S LADD 1000 LOUISIANA STE 4300 HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
HERC RENTALS INC 225 BRAE BLVD LINCOLN PARK, NJ 07035-1870	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
HESS CORPORATION ATTN: VICE PRESIDENT AND CHIEF RISK OFFICER 1185 AVENUE OF THE AMERICAS NEW YORK, NY 10036	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
HESS CORPORATION ONE HESS PLAZA WOODBIDGE, NJ 07095	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
HESSE ENERGY MARKETING LLC ONE HESS PLAZA WOODBIDGE, NJ 07095	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
HIGHBRIDGE TACTICAL CREDIT & CONVERTIBLES MASTER FUND LP ATTN: JONATHAN SEGAL, MANAGING DIRECTOR	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
HOLLY RICE ET AL V. FIRST ENERGY CORP. ET AL C/O NAPOLI SHKOLNIK PLLC ATTN: WILLIAM STEVEN BERMAN 10000 LINCOLN DR EAST STE 201 MARLTON, NJ 08053	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
HOPEDALE MINING LLC 86391 MINE RD HOPEDALE, OH 43976	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
HOPEDALE MINING LLC C/O RHINO ENERGY LLC ATTN: GENERAL COUNSEL 424 LEWIS HARGETT CIRCLE, SUITE 250 LEXINGTON, KY 40503	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
HOUSTON 1000 MAIN LP C/O HRO ASSET MANAGEMENT LLC 152 W 57TH ST 37TH FL NEW YORK, NY 10019	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
HOUSTON MAIN GP LLC C/O HRO ASSET MANAGEMENT LLC 152 W 57TH ST 37TH FL NEW YORK, NY 10019	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
HQ ENERGY SERVICES (US) INC ATTN: MATTHEW LAROCQUE AIRPORT OFFICE PARK BUILDING FIVE 345 ROUSER ROAD CORAOPOLIS, PA 15108	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
HUDSON VALLEY GAS CORP. 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
HYDROVAC INDUSTRIAL SERVICES INC PO BOX 932896 ATLANTA, GA 31193-2896	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ICAP ENERGY LLC ATTN LEGAL DEPT 9931 CORPORATE CAMPUS DR STE 3000 LOUISVILLE, KY 40223-4040	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ICE FUTURES US INC ATTN LEGAL DEPT - JASON FUSCO 55 E 52ND ST 40TH FL NEW YORK, NY 10055	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
INDUSTRIAL AIR CONTROL PO BOX 56 1276 ST RT #7 HUBBARD, OH 44425-0056	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
INDUSTRIAL ENVIRONMENTAL INC TEST OIL 837 N STATE RD 161 ROCKPORT, IN 47635-9249	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
INFINITE ENERGY INC ATTN JENNIFER MAULDIN, CONTRACTS ADMINISTRATOR 7001 SW 24TH AVENUE GAINESVILLE, FL 32607-3704	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
INTEGRATED POWER SERVICES LLC PO BOX 601492 CHARLOTTE, NC 28260-1492	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
INTEGRYS ENERGY SERVICES INC. ATTN: CONTRACT ADMINISTRATION 1716 LAWRENCE DRIVE DE PERE, WI 54115	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
INTERCONNECT OF WESTERNPA INC PO BOX 282 TIRE HILL, PA 15959-0282	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
INTERMARKET CORPORATION ATTN: SHELDON K RUBIN, CHIEF FINANCIAL OFFICER	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
INTERNATIONAL CHIMNEY CORPORATION C/O HARRISON LAW GROUP ATTN: ADAM C. HARRISON 40 WEST CHESAPEAKE AVENUE, SUITE 600 TOWSON, MD 21204	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
INTERNATIONAL MATERIALS INC ATTN: ROBERT FILIPSKI 993 OLD EAGLE SCHOOL RD STE 416 WAYNE, PA 19087	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
INVENSYS SYSTEMS INC ATTN: BRIAN DIBENEDETTO, DIRECTOR OF FINANCE FOXBORO, MA	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
IRWIN INDUSTRIES INC 1580 W CARSON STREET LONG BEACH, CA 90810-1455	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ISLAND TRANSPORTATION CORP. ATTN: PETER FIORETTI JR 299 EDISON AVE. WEST BABYLON, NY 11704	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ISO NEW ENGLAND INC C/O MARIA GULLUNI, DEPUTY GC ONE SULLIVAN ROAD HOLYOKE, MA 01040-2841	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ISPHERE INNOVATION PARTNERS LLC 12412 SAGITTARIUS E WILLIS, TX 77318-5179	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
J.P. MORGAN VENTURES ENERGY CORPORATION 383 MADISON AVENUE 10TH FLOOR NEW YORK, NY 10017	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
J.P. MORGAN VENTURES ENERGY CORPORATION ATTN: LEGAL DEPARTMENT - DERIVATIVES PRACTICE GROUP 277 PARK AVENUE 11TH FLOOR NEW YORK, NY 10172	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation



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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
JAMES F ELLIOT AND DOROTHY ELLIOT 2990-E YORK ROAD GETTYSBURG, PA 17325	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
JAMES MULHOLLAN C/O SAVINIS D'AMICO & KANE LLC 707 GRANT STREET SUITE 3626 PITTSBURGH, PA 15219	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
JANET IVICIC C/O SIMMONS HANLY CONROY ATTN: TODD R. GAMPP ONE COURT STREET ALTON, IL 62002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
JEAN CHARLES C/O WILLIAM CHRIST PHILIPS LYTLE ONE CANALSIDE, 125 MAIN ST BUFFALO, NY 12403-2887	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
JEFFERIES LLC ATTN: PAUL J LOOMIS, MANAGING DIRECTOR	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
JERSEY CENTRAL POWER & LIGHT COMPANY C/O GPU ENERGY 2800 POTTSVILLE PIKE READING, PA 19649-0001	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
JESSE ANTHONY PO BOX 2088 MONAHANS, TX 79756	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
JOHN L. MACDONALD 276 COUNTY ROAD MONUMENT BEACH, MA	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
JOHNNY D ANDERSON & IRMA L ANDERSON ROUTE 1, BOX 96 FRENCH CAMP, MS 39745	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
JOHNNY D ANDERSON ROUTE 1, BOX 96 FRENCH CAMP, MS 39745	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
JP MORGAN VENTURES ENERGY CORPORATION ATTN: LEGAL DEPARTMENT - DERIVATIVES PRACTICE GROUP 270 PARK AVENUE NEW YORK, NY 10017-2070	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
JPMORGAN CHASE & CO ATTN: TREASURY DEPT, PETER W. SMITH 270 PARK AVENUE NEW YORK, NY 10017-2070	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
JPMORGAN CHASE BANK N.A. ATTN: JAMES ALONZO 10420 HIGHLAND MANNER DRIVE BL 2, FLOOR 4 TAMPA, FL 33610	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
JPMORGAN CHASE BANK N.A. ATTN: LOAN AND AGENCY SERVICES 1111 FANNIN ST, FL 10 HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
JUST ENERGY GROUP INC C/O AL SHULMAN, VP, MARKETING 6345 DIXIE RD SUITE 400 MISSISSAUGA, ON L5T 2E6 CANADA	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
KAN AM 1000 MAIN CORPORATION ATTN PROPERTY MANAGER C/O PM REALTY GROUP 1000 MAIN ST, STE 3220 HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
KAN AM 1000 MAIN CORPORATION ATTN RENEE T BERGERON C/O WESTWIND CAPITAL PARTNERS LP 3290 NORTHSIDE PARKWAY, STE 675 ATLANTA, GA 30327	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
KAN AM 1000 MAIN CORPORATION ATTN WADE BOWLIN C/O PM REALTY GROUP 1000 MAIN ST, STE 3220 HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
KAN AM 1000 MAIN LP ATTN RENEE T BERGERON C/O WESTWIND CAPITAL PARTNERS LP 3290 NORTHSIDE PARKWAY, STE 675 ATLANTA, GA 30327	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
KAN AM 1000 MAIN LP ATTN WADE BOWLIN C/O PM REALTY GROUP 1000 MAIN ST, STE 3220 HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
KAN AM 1000 MAIN LP C/O THOMPSON & KNIGHT LLP ATTN SUSAN E COLEMAN 801 CHERRY ST, UNIT 1 FORT WORTH, TX 76102	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
KELLER CANYON LANDFILL COMPANY ATTN MARC EREMIAN PO BOX 31001-2265 PASADENA, CA 91110-2265	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
KERN RIVER GAS TRANSMISSION COMPANY ATTN PRESTON MILLER 2755 E COTTONWOOD PKWY STE 300 SALT LAKE CITY, UT 84121	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
KEYSPAN GAS EAST CORPORATION (DBA NATIONAL GRID) ATTN CONTRACT ADMINISTRATION 100 E OLD COUNTRY RD HICKSVILLE, NY 11801	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
KIEWIT POWER CONSTRUCTORS CO 3555 FARNAM ST OMAHA, NE 68131	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
KIEWIT POWER CONSTRUCTORS CO ATTN: KEVIN NEEDHAM; ROBERT OSBORN 9401 RENNER BLVD. LENEXA, KS 66219	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
KINDER MORGAN PIPELINES 1001 LOUISIANA ST SUITE 1000 HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
KING MURRAY OPERATING COMPANY LLC 29760 HILLBROOK ST LIVONIA, MI 48152-4519	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
KIRBY ELECTRIC SERVICE INC 415 NORTHGATE DR WARRENDALE, PA 15086-7574	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
KIRBY ELECTRIC SERVICE, INC. ATTN JAMES KIRBY 170 THORN HILL RD WARRENDALE, PA 15086	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
KOHLTRAN, INC ATTN: DAVID TESONE PO BOX 89 151 WEST FOURTH AVENUE TARENTUM, PA 15084-0089	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
LAMINAR ENERGY SERVICES INC ATTN PAUL DIRKS 1535 FARMERS LANE STE 339 SANTA ROSA, CA 95405-7525	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LASALLE BANK NATIONAL ASSOCIATION ATTN: MR JOSEPH F PELLICORE 135 S LASALLE STREET SUITE 1960 CHICAGO, IL 60603	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LAWYERS TITLE INSURANCE CORPORATION 101 GATEWAY CENTRE PARKWAY GATEWAY ONE RICHMOND, VA 23235	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LAWYERS TITLE INSURANCE CORPORATION 601 RIVERSIDE AVENUE JACKSONVILLE, FL 33204	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LINDA FORBUSH PO BOX 1858 MONAHANS, TX 79756	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LMB INDUSTRIAL SERVICES INC 1410 CEDAR STREET POTTSVILLE, PA 17901-3556	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOCAL 1900 - GR. N 16-02 / RETURN TO WORK FROM STD PROCESS INTL BROTHERHOOD OF ELECTRICAL WORK 1400 MERCANTILE LN STE 256 LARGO, MD 20774	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOCAL 1900-GR N-17-02/WILLIAM JOHNSTON INTL BROTHERHOOD OF ELECTRICAL WORK 1400 MERCANTILE LN STE 256 LARGO, MD 20774	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOCAL 1900-GR N-17-03/WILLIAM JOHNSTON INTL BROTHERHOOD OF ELECTRICAL WORK 1400 MERCANTILE LN STE 256 LARGO, MD 20774	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOCAL 29 - CHESWICK - CHRIS WINKELVOSS INTL BROTHERHOOD OF ELECTRICAL WORK 986 GREENTREE RD PITTSBURGH, PA 15220-3237	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOCAL 29 - CHESWICK - CHRISTIAN J. FEEZLE INTL BROTHERHOOD OF ELECTRICAL WORK 986 GREENTREE RD PITTSBURGH, PA 15220-3237	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
LOCAL 29 - CHESWICK - DANIEL SHANNON INTL BROTHERHOOD OF ELECTRICAL WORK 986 GREENTREE RD PITTSBURGH, PA 15220-3237	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOCAL 29 - CHESWICK - FORREST BISHOP INTL BROTHERHOOD OF ELECTRICAL WORK 986 GREENTREE RD PITTSBURGH, PA 15220-3237	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOCAL 29 - CHESWICK - GREG BELL FCE INTL BROTHERHOOD OF ELECTRICAL WORK 986 GREENTREE RD PITTSBURGH, PA 15220-3237	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOCAL 29 - CHESWICK - HARRY L. DESCUTNER INTL BROTHERHOOD OF ELECTRICAL WORK 986 GREENTREE RD PITTSBURGH, PA 15220-3237	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOCAL 29 - CHESWICK - PRESTON JOHNSON INTL BROTHERHOOD OF ELECTRICAL WORK 986 GREENTREE RD PITTSBURGH, PA 15220-3237	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOCAL 29 - CHESWICK/BRUNOT ISLAND/MM - MULTIPLE EMPLOYEES INTL BROTHERHOOD OF ELECTRICAL WORK 986 GREENTREE RD PITTSBURGH, PA 15220-3237	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOCAL 459-16-109-KEYSTONE - MULTIPLE EMPLOYEES 408 BROAD STREET JOHNSTOWN, PA 15906	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOCAL 459-16-110-KEYSTONE - BEN SALS GIVER 408 BROAD STREET JOHNSTOWN, PA 15906	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOCAL 459-16-126-KEY - ED BLAZOSKY 408 BROAD STREET JOHNSTOWN, PA 15906	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOCAL 459-16-50-KEYSTONE - THOMAS BUCHANAN 408 BROAD STREET JOHNSTOWN, PA 15906	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOCAL 459-16-51-KEYSTONE - THOMAS BUCHANAN 408 BROAD STREET JOHNSTOWN, PA 15906	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOCAL 459-16-53-KEYSTONE - ALBERT GLEN RHEA 408 BROAD STREET JOHNSTOWN, PA 15906	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
LOCAL 459-16-54-KEYSTONE - KEITH SCHALL 408 BROAD STREET JOHNSTOWN, PA 15906	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOCAL 459-17-04-KEYSTONE - GARY BOARTS 408 BROAD STREET JOHNSTOWN, PA 15906	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOCAL 459-17-05-KEYSTONE - DAVE FYOCK 408 BROAD STREET JOHNSTOWN, PA 15906	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOCAL 459-17-06-KEYSTONE - RANDALL REARICK 408 BROAD STREET JOHNSTOWN, PA 15906	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOCAL 459-17-07-KEYSTONE - BEN SALSGIVER 408 BROAD STREET JOHNSTOWN, PA 15906	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOCAL 459-17-11-CONE - RICHARD LICK 408 BROAD STREET JOHNSTOWN, PA 15906	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOCAL UNION NO. 1245 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO ATTN: BUSINESS MANAGER/FINANCIAL SECRETARY P.O. BOX 2547 VACAVILLE, CA 95696	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOCAL UNION NO. 1245 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS ATTN: BUSINESS MANAGER/FINANCIAL SECRETARY 30 ORANGE TREE CIRCLE VACAVILLE, CA 95687	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOCAL UNION NO. 369 OF THE UTILITY WORKERS UNION OF AMERICA (AFFILIATED WITH AFL-CIO) ATTN: PRESIDENT 120 BAY STATE DRIVE BRAintree, MA 02184	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOCAL UNION NO. 47 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (AFFILIATED WITH AFL-CIO) ATTN: BUSINESS MANAGER 600 NORTH DIAMOND BAR BLVD DIAMOND BAR, CA 91765	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOCAL UNION NO. 503 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS ATTN: PRESIDENT/BUSINESS MANAGER/FINANCIAL SECRETARY 3 RIEGER DRIVE MONROE, NY 10950	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
LOCAL UNION NO. 777 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (AFL-CIO) ATTN: MICHAEL GABNER 75 PIKE STREET MIDDLETOWN, PA 17057	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LONESTAR NGL PIPELINE ATTN RIGHT OF WAY DEPT 1300 MAIN ST HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LONG ISLAND LIGHTING COMPANY (DBA LIPA) ATTN CONTRACT ADMINISTRATION 100 E OLD COUNTRY RD HICKSVILLE, NY 11801	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LORAIN COUNTY BOARD OF REVISION SUFIAN DOLEH ASST PROS ATTY, LORAIN CTY 225 COURT STREET, 3RD FLOOR ELYRIA, OH 44035-5629	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LORI P. KERR, IN THE OFFICIAL CAPACITIES OF TAX ASSESSOR AND COLLECTOR OF CHOCTAW COUNTY C/O MCCARTER & ENGLISH LLP ATTN: DANIEL P. ZAZZALI 100 MULBERRY ST, FOUR GATEWAY CENTER NEWARK, NJ 07102	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LORRAINE C. HOSEY 141 WEST MIDDLE STREET GETTYSBURG, PA 17325	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LORRAINE C. HOSEY C/O CAMPBELL & WHITE 112 BALTIMORE STREET GETTYSBURG, PA 17325	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOUIS DREYFUS ENERGY SERVICES LP ATTN LAW DEPT 20 WESPORT RD WILTON, CT 06897	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
LOUIS DREYFUS HIGHBRIDGE ENERGY LLC ATTN: JOHN P GIANUKAKIS, VICE PRESIDENT AND TREASURER 20 WESTPORT ROAD POST OFFICE BOX 843 WILTON, CT 06897	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MACKAY SHIELDS LLC C/O YOUNG CER 1345 AVENUE OF THE AMERICAS NEW YORK, NY 10105	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
MACQUARIE ENERGY LLC ONE ALLEN CENTER 500 DALLAS STREET, LEVEL 31 HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MAIN/LAMAR LLC 5321 CORPORATE BLVD BATON ROUGE, LA 70808	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MAIN/LAMAR PARTNERSHIP LP ATTN C RICHARD EVERETT C/O CENTURY DEVELOPMENT 1980 POST OAK BLVD, STE 1200 HOUSTON, TX 77056-3808	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MARATHON ASSET MANAGEMENT LP C/O CRAIG THALER ONE BRYANT PARK 38TH FLOOR NEW YORK, NY 10036	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MARK C. & SHARON M. KELLER C/O CAMPBELL & WHITE ATTN: JOHN R. WHITE 112 BALTIMORE STREET GETTYSBURG, PA 17325	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MARKEN MECHANICAL SERVICES INC ATTN KEN ALTOMARE 5165 COMMERCIAL CIRCLE UNIT A CONCORD, CA 94520-1267	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MARKS LAWN MAINTENANCE & SCREENS IN 575 JUSTAMERE RD GENEVA, FL 32732-9633	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MARSDEN SERVICES LLC ENCORE ONE LLC 2124 UNIVERSITY AVE WEST SAINT PAUL, MN 55114-1838	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MASSEY COAL SALES COMPANY INC PO BOX 26765 RICHMOND, VA 23261	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MAYER POLLOCK STEEL CORPORATION 850 INDUSTRIAL HWY POTTSTOWN, PA 19464-0759	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MCAR C/O WHITE & CASE LLP ATTN: CRAIG H. AVERCH 555 SOUTH FLOWER STREET, SUITE 2700 LOS ANGELES, CA 90071-2433	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation



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Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
MCCARLS INC 1413 9TH AVE BEAVER FALLS, PA 15010-4106	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MCCLYMONDS SUPPLY & TRANSIT CO INC PO BOX 536436 PITTSBURGH, PA 15253-5906	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MCCLYMONDS SUPPLY & TRANSIT CO. INC. PO BOX 296 PORTERSVILLE, PA 16051	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MCDOWELL FARMS ATTN: JAMES A. MCDOWELL 195 PADEN ROAD NEW CASTLE, PA 16102	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MCELROY COAL COMPANY 1000 CONSOL ENERGY DR CANONSBURG, PA 15317	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MCELROY COAL COMPANY ATTN: GENERAL COUNSEL 46226 NATIONAL ROAD ST. CLAIRSVILLE, OH 43950	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MCELROY COAL COMPANY CNX CENTER 1000 CONSOL ENERGY DRIVE CANONSBURG, PA 15317	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MCGUIRE, WOODS, BATTLE & BOOTHE LLP ATTN WILLIAM F GIEG, ESQ 1 JAMES CENTER 901 EAST CARY ST RICHMOND, VA 23219	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MCJUNKIN RED MAN CORPORATION PO BOX 513 CHARLESTON, WV 25322-0513	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MERCURIA ENERGY GROUP LIMITED ATTN: HEAD OF NORTH AMERICA LEGAL 5 GREENWAY PLAZA SUITE 810 HOUSTON, TX 77046	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MERRILL LYNCH COMMODITIES INC ATTN: LEGAL 20 EAST GREENWAY PLAZA 7TH FLOOR HOUSTON, TX 77253-3327	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
MERRITT CONSULTANTS LLC 122 WILLIAMS OWENS WAY GREER, SC 29651-5069	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
METROPOLITAN EDISON COMPANY DBA GPU ENERGY ATTN: BRADLEY J BREIDINGER 2800 POTTSVILLE PIKE PO BOX 16001 READING, PA 19640-0001	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
METROPOLITAN EDISON COMPANY DBA GPU ENERGY ATTN: BRADLEY J. BREIDINGER - TRANS-INV PLANNING 2800 POTTSVILLE PIKE PO BOX 16001 READING, PA 19640-0001	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
METROPOLITAN EDISON COMPANY ATTN: BRADLEY J BREIDINGER 2800 POTTSVILLE PIKE PO BOX 16001 READING, PA 16001	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
METROPOLITAN EDISON COMPANY ATTN: BRADLEY J BREIDINGER GPU ENERGY 2800 POTTSVILLE PIKE, PO BOX 16001 READING, PA 19640-0001	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
METROPOLITAN EDISON COMPANY ATTN: LEGAL DEPT 2800 POTTSVILLE PIKE PO BOX 16001 READING, PA 19640-0001	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
METROPOLITAN EDISON COMPANY ATTN: MANAGER, RATES AND CONTRACT ADMIN FIRSTENERGY CORPORATION 76 S MAIN ST., SUITE AGO-12 AKRON, OH 44308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
METROPOLITAN EDISON COMPANY ATTN: MANAGER, RATES AND CONTRACT ADMIN FIRSTENERGY CORPORATION 76 S MAIN ST., SUITE GO-12 AKRON, OH 44308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
METROPOLITAN EDISON COMPANY ATTN: MANAGER, RATES AND CONTRACT ADMIN FIRSTENERGY SERVICES 76 S MAIN ST., AGO-12 AKRON, OH 44308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
METROPOLITAN EDISON COMPANY C/O GPU SERVICE INC ATTN: DAVID C BRAUER 300 MADISON AVENUE MORRISTOWN, NJ 07962	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
METROPOLITAN LIFE INSURANCE COMPANY ATTN SENIOR VICE PRESIDENT - REAL ESTATE INVESTMENTS 10 PARK AVE MORRISTOWN, NJ 07962	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
METROPOLITAN LIFE INSURANCE COMPANY REAL ESTATE INVESTMENTS TWO LINCOLN CENTRE, STE 1310 5420 LBJ FREEWAY DALLAS, TX 75240	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
METROPOLITAN WEST ASSET MGNT CO LLC OBO THEIR FIXED INCOME GROUP C/O MANAGING DIRECTOR 865 SOUTH FIGUEROA STREET LOS ANGELES, CA 90017-2593	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MICHAEL ALTMIRE C/O SAVINIS D'AMICO & KANE LLC 707 GRANT STREET SUITE 3626 PITTSBURGH, PA 15219	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MIDCONTINENT INDEPENDENT SYSTEM OPERATOR INC ATTN: DIRECTOR, TRANSMISSION ACCESS PLANNING 720 CITY CENTER DRIVE CARMEL, IN 46032	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MIDWEST ASH DISPOSAL, INC. ATTN: DANIEL MCINTYRE 2000 CLIFF MINE ROAD, SUITE 200 PITTSBURGH, PA 15275	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MIDWEST INDEPENDENT TRANSMISSION SYSTEM OPERATOR INC ATTN CONTRACT ADMINISTRATOR 701 CITY CENTER DR CARMEL, IN 46032	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MIDWEST INDEPENDENT TRANSMISSION SYSTEM OPERATOR INC ATTN GENERAL COUNSEL PO BOX 4202 CARMEL, IN 46082	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
MIECO INC ATTN CONTRACT ADMINISTRATION 301 E OCEAN BLVD SUITE 1100 LONG BEACH, CA 90802	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MIECO INC ATTN: DAVID ENGBROCK 12110 NORTH PECOS ST STE 220 WESTMINISTER, CO 80234	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MIECO INC. SHORELINE SQUARE 301 EAST OCEAN BOULEVARD SUITE 1100 LONG BEACH, CA 90802-4832	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MIL TRAVIS 139 LLC 139 ESSEX STREET NEW YORK, NY 10002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MILLENNIUM PIPELINE COMPANY LLC ATTN LEGAL DEPT ONE BLUE HILL PLAZA, 7TH FL P.O. BOX 1565 PEARL RIVER, NY 10965	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MINGO LOGAN COAL COMPANY 1000 MINGO LOGAN AVENUE WHARNCLIFFE, WV 25651	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MIRANT BOWLINE LLC / MIRANT LOVETT LLC / MIRANT NY-GEN LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MIRANT CANAL LLC / MIRANT KENDALL LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MIRANT CHALK POINT LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MIRANT DELTA LLC / MIRANT POTRERO LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MIRANT ENERGY TRADING LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
MIRANT MID-ATLANTIC LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ML TRAVIS 139 LLC 1000 MINGO LOGAN AVENUE NEW YORK, NY 10002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MOJAVE PIPELINE COMPANY LLC ATTN: MOJAVE MARKETING P.O. BOX 1087 COLORADO SPRINGS, CO 80944	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MOJAVE PIPELINE COMPANY LLC ATTN: SHANNON DILLOW TWO NORTH NEVADA COLORADO SPRINGS, CO 80903	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MON RIVER TOWING INC. 1200 MARONDA WAY SUITE 100 MONESSEN, PA 15062	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MONTGOMERY COUNTY, MARYLAND OFFICE OF THE COUNTY ATTORNEY 101 MONROE ST, 3RD FL EXECUTIVE OFFICE BLDG ROCKVILLE, MD 20850	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MOODY'S INVESTORS SERVICE INC ATTN ROBERT L. JOHNSON 99 CHURCH ST NEW YORK, NY 10007	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MOORE CAPITAL MANAGEMENT LP C/O JAMES KAYE, VICE PRESIDENT 1251 AVENUE OF THE AMERICAS 53RD FLOOR NEW YORK, NY 10020	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MORGAN STANLEY & CO LLC C/O RICH VANDERMASS, MANAGING DIRECTOR 1585 BROADWAY NEW YORK, NY 10036	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MORGAN STANLEY CAPITAL GROUP INC. ATTN: CHIEF LEGAL OFFICER TRANSACTION MANAGEMENT GROUP 1585 BROADWAY, 10TH FLOOR NEW YORK, NY 10036-8293	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MORGAN STANLEY SENIOR FUNDING INC 1585 BROADWAY NEW YORK, NY 10036	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
MPW INDUSTRIAL SERVICES INC 9711 LANCASTER ROAD SE HEBRON, OH 43025-1840	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MURRAY AMERICAN RIVER TOWING INC. ATTN: GENERAL MANAGER - SALES 1200 MARONDA WAY SUITE 100 MONESSEN, PA 15062	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MURRAY AMERICAN RIVER TOWING INC. C/O MURRAY ENERGY CORPORATION 46226 NATIONAL ROAD ST. CLAIRSVILLE, OH 43950	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
MURRAY ENERGY CORPORATION C/O CONSOLIDATION COAL COMPANY ATTN: GENERAL COUNSEL 46226 NATIONAL ROAD ST. CLAIRSVILLE, OH 43950	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NAES POWER CONTRACTORS AB&C 167 ANDERSON ROAD CRANBERRY TOWNSHIP, PA 16066-2901	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NAPOTNIK WELDING INC 4229 POWER PLANT RD NEW FLORENCE, PA 15944-8815	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NARRAGANSETT ELECTRIC COMPANY, THE (DBA NATIONAL GRID) ATTN CONTRACT ADMINISTRATION 100 E OLD COUNTRY RD HICKSVILLE, NY 11801	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NATIONAL ENERGY & TRADE LP ATTN GAS SUPPLY 5867 SAN FELIPE STE 1910 HOUSTON, TX 77057	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NATIONAL ENERGY & TRADE LP ATTN: CONTRACT ADMINISTRATION 5847 SAN FELIPE SUITE 1910 HOUSTON, TX 77057	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NATIONAL FUEL GAS DISTRIBUTION CORPORATION 6363 MAIN ST WILLIAMSVILLE, NY 14221	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NATIONAL FUEL GAS DISTRIBUTION CORPORATION ATTN ENERGY SERVICES DEPT PO BOX 2081 ERIE, PA 18512	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
NATIONAL FUEL GAS DISTRIBUTION CORPORATION ATTN JOHN POLKA JR, ASSISTANT VP 6363 MAIN ST WILLIAMSVILLE, NY 14221	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NATIONAL FUEL RESOURCES INC 165 LAWRENCE BELL DR STE 120 WILLIAMSVILLE, NY 14221	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NATIONAL RESPONSE CORPORATION 3500 SUNRISE HIGHWAY STE 103 GREAT RIVER, NY 11739-1001	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NATURAL GAS PIPELINE COMPANY OF AMERICA LLC 1001 LOUISIANA ST, STE 1000 HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NATURAL GAS PIPELINE COMPANY OF AMERICA LLC ATTN ACCOUNT SERVICES ONE ALLEN CENTER, STE 1000 500 DALLAS ST HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NEW CINGULAR WIRELESS PCS, LLC 575 MOROSGO DR, 13-F WEST TOWER ATLANTA, GA 30324	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NEW CINGULAR WIRELESS PCS, LLC ATTN LEGAL DEPT FA NO: 10000211 208 S AKARD STREET DALLAS, TX 75202-4206	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NEW CINGULAR WIRELESS PCS, LLC ATTN NETWORK REAL ESTATE ADMINISTRATION FA NO: 10000211 550 COCHITUATE ROAD, STE 13 & 14 FRAMINGHAM, MA 01701	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NEW CINGULAR WIRELESS PCS, LLC ATTN NETWORK REAL ESTATE ADMINISTRATION FA NO: 10000211 575 MOROSGO DR, 13-F WEST TOWER ATLANTA, GA 30324	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NEW JERSEY NATURAL GAS COMPANY 1415 WYCKOFF ROAD WALL, NJ 07719	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NEW JERSEY NATURAL GAS COMPANY ATTN CONTRACT ADMINISTRATION 1415 WYCKOFF RD P.O. BOX 1464 WALL, NJ 07719	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
NEW JERSEY RESOURCES CORPORATION, A NEW JERSEY CORPORATION ATTN: DIRECTOR - RISK MANAGEMENT 1415 WYCKOFF ROAD PO BOX 1464 WALL, NJ 07719	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NEW LINE NETWORKS LLC ATTN: LEGAL DEPARTMENT 600 W. CHICAGO AVE., STE. 840 CHICAGO, IL 60654	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION 625 BROADWAY ALBANY, NY 12233-0001	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NEXAIR LLC 522 NORTH CHURCH AVENUE LOUISVILLE, MS 39339-2015	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NEXTERA ENERGY CAPITAL HOLDINGS, INC ATTN: CONTRACTS GROUP 700 UNIVERSE BLVD JUNO BEACH, FL 33408	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NEXTERA ENERGY POWER MARKETING LLC 700 UNIVERSE BLVD JUNO BEACH, FL 33408	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NEXUS GAS TRANSMISSION LLC ATTN: ERIKA YOUNG 5400 WESTHEIMER COURT HOUSTON, TX 77056	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NJR ENERGY SERVICES COMPANY ATTN: CONTRACT DEPT - ENERGY SERVICES 1415 WYCKOFF RD P.O. BOX 1464 WALL, NJ 07719	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NOBLE AMERICAS ENERGY SOLUTION LLC ATTN: CREDIT RISK MANAGEMENT 401 W. A STREET SUITE 500 SAN DIEGO, CA 92101	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NOBLE AMERICAS ENERGY SOLUTIONS LLC 401 WEST A STREET SUITE 500 SAN DIEGO, CA 92101	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation



**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
NOBLE AMERICAS GAS & POWER CORP ATTN: LEGAL DEPARTMENT FOUR STAMFORD PLAZA 107 ELM STREET, 7TH FLOOR STAMFORD, CT 06901	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NOBLE AMERICAS GAS & POWER CORP ATTN: LEGAL DEPARTMENT FOUR STAMFORD PLAZA 107 ELM STREET, 7TH FLOOR STAMFORD, CT 06902	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NOBLE GROUP LIMITED ATTN: GROUP TREASURER / ASST GENERAL COUNSEL 18/F MASSMUTUAL TOWER 38 GLOUCESTER ROAD HONG KONG HONG KONG	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NOBLE GROUP LIMITED CLARENDON HOUSE CHURCH STREET HAMILTON HM 11 BERMUDA	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NOBLE GROUP LIMITED CLARENDON HOUSE CHURCH STREET HM 11 BERMUDA	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NOMURA CORP RESEARCH & ASSET MGNT INC C/O DEREK LEUNG, EXECUTIVE DIRECTOR WORLDWIDE PLAZA 309 WEST 49TH STRRET NEW YORK, NY 10019-7316	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NORAM ENERGY SERVICES INC ATTN CONTRACT ADMINISTRATION PO BOX 4455 HOUSTON, TX 77210-4455	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NORAM ENERGY SERVICES INC ATTN PAULA SPELLS PO BOX 21734 STE TC 1025 SHREVEPORT, LA 71151	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NORAM ENERGY SERVICES INC ATTN: CONTRACT ADMINISTRATION P.O. BOX 4455 HOUSTON, TX 77210-4455	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NORFOLK SOUTHERN RAILWAY COMPANY 3 COMMERCIAL PLACE - 8TH FLOOR NORFOLK, VA 23510	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
NORFOLK SOUTHERN RAILWAY COMPANY C/O NORFOLK SOUTHERN CORPORATION ATTN: DIRECTOR OF REAL ESTATE 1200 PEACHTREE STREET, NE - 12TH FLOOR ATLANTA, GA 30309-3504	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NORFOLK SOUTHERN RAILWAY COMPANY THREE COMMERCIAL PLACE NORFOLK, VA 23510	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NORRIS BROTHERS CO INC 2138 DAVENPORT AVE CLEVELAND, OH 44114-3724	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NORRIS BROTHERS CO INC 2318 DAVENPORT AVE CLEVELAND, OH 44114-3724	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NORTH ROCKLAND CENTRAL SCHOOL DISTRICT ATTN: ILEANA ECKERT, SUPERINTENDENT 65 CHAPEL STREET GAMERVILLE, NY 10923	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NORTH ROCKLAND CENTRAL SCHOOL DISTRICT C/O THOMAS, DROHAN, WAXMAN, PETIGROW & MAYLE, LLP ATTN: DANIEL PETIGROW, ESQ. 2517 ROUTE 52 HONG KONG, NY 12533	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NRG BOWLINE LLC (LESSOR) 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NRG ECA PIPELINE LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NRG MAINTENANCE SERVICES LLC ATTN: GENERAL COUNSEL 1000 MAIN ST. HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NRG POWER MARKETING LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NRG REMA LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
NSTAR ELECTRIC CO DBA EVERSOURCE ENERGY ATTN LEGAL DEPT 800 BOYLSTON ST P1700 BOSTON, MA 02199-8003	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NSTAR ELECTRIC CO DBA EVERSOURCE ENERGY ONE NSTAR WAY NE390 WESTWOOD, MA 02090-9133	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NSTAR ELECTRIC COMPANY 800 BOYLSTON STREET BOSTON, MA 02199-8003	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NSTAR GAS COMPANY 800 BOYLSTON ST BOSTON, MA 02199	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
NSTAR GAS COMPANY ATTN PAUL KELLEY ONE NSTAR WAY WESTWOOD, MA 02090-9230	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
OCS INDUSTRIES, INC. 33 FINI DR SCOTCHTOWN, NY 10941	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
OHIO EDISON COMPANY 76 SOUTH MAIN STREET AKRON, OH 44308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
OHIO EDISON COMPANY ATTN: MANAGER, FUEL SUPPLY DEPT 76 SOUTH MAIN STREET AKRON, OH 44308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
OHIO EDISON COMPANY ATTN: MANAGER, FUEL SUPPLY DEPT 76 SOUTH MAIN STREET AKRON, OH 44308-1890	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
OHIO EDISON COMPANY C/O WINTHROP, STIMSON, PUTNAM & ROBERTS ATTN: MICHAEL CUSICK ONE BATTERY PARK PLAZA NEW YORK, NY 10004	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
OHIO TRANSMISSION CORPORATION 310 PLUM INDUSTRIAL COURT PITTSBURGH, PA 15239-2913	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
O-N MINERALS (CHEMSTONE) COMPANY DBA CARMEUSE LIME & STONE ATTN: GENERAL COUNSEL 11 STANWIX STREET PITTSBURGH, PA 15222	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
O-N MINERALS (CHEMSTONE) COMPANY ATTN: GENERAL COUNSEL 11 STANWIX STREET 11TH FLOOR PITTSBURGH, PA 15222	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
O-N MINERALS (CHEMSTONE) COMPANY ATTN: SUSAN SMITH 1696 ORANDA ROAD STRASBURG, VA 22657	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
O-N MINERALS (MICHIGAN) COMPANY DBA CARMEUSE LIME & STONE ATTN: GENERAL COUNSEL 11 STANWIX STREET PITTSBURGH, PA 15222	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
O-N MINERALS (MICHIGAN) COMPANY DBA CARMEUSE LIME & STONE ATTN: MATT SMITH 11 STANWIX STREET PITTSBURGH, PA 15222	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ORANGE AND ROCKLAND UTILITES, INC ONE BLUE HILL PLAZA PEARL RIVER, NY 10965	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ORANGE AND ROCKLAND UTILITES, INC. ONE BLUE HILL PLAZA PEARL RIVER, NY 10965	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ORANGE AND ROCKLAND UTILITIES INC ATTN LEGAL DEPT OLD BLUE HILL PLAZA PEARL RIVER, NY 10965	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ORANGE AND ROCKLAND UTILITIES INC ATTN SHELDON S ADLER SKADDEN ARPS SLATE MEAGHER FLOM LLP 919 THIRD AVE NEW YORK, NY 10022	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ORANGE AND ROCKLAND UTILITIES INC C/O CONSOLIDATED EDISON COMPANY OF NEW YORK, INC. ATTN: DIRECTOR, GAS SUPPLY 111 BROADWAY, 16TH FLOOR NEW YORK, NY 10006	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
ORANGE AND ROCKLAND UTILITIES INC C/O CONSOLIDATED ENERGY COMPANY OF NEW YORK, INC ATTN: DIRECTOR, GAS SUPPLY 111 BROADWAY, 16TH FLOOR NEW YORK, NY 10006	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ORANGE AND ROCKLAND UTILITIES INC C/O CONSOLIDATED ENERGY COMPANY OF NEW YORK, INC ATTN: SENIOR VICE PRESIDENT & GENERAL COUNSEL 4 IRVING PLACE, ROOM 1800 NEW YORK, NY 10003	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ORANGE AND ROCKLAND UTILITIES INC ONE BLUE HILL PLAZA PEARL RIVER, NY 10965	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ORANGE AND ROCKLAND UTILITIES ONE BLUE HILL PLAZA PEARL RIVER, NY 10965	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ORANGE AND ROCKLAND UTILITIES, INC ONE BLUE HILL PLAZA PEARL RIVER, NY 10965	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ORANGE AND ROCKLAND UTILITIES, INC. 390 W ROUTE 59 SPRING VALLEY, NY 10977	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ORANGE AND ROCKLAND UTILITIES, INC. ONE BLUE HILL PLAZA PEARL RIVER, NY 10965	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ORION POWER OPERATING SERVICES MIDWEST, INC 2000 CLIFF MINE ROAD, SUITE 200 PITTSBURGH, PA 15257	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
OSCEOLA COUNTY 1 COURTHOUSE SQUARE KISSIMMEE, FL 34741	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
OXFORD GLOBAL RESOURCES INC 100 CUMMINGS CENTER STE 206L BEVERLY, MA 01915-6104	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
P SCHOENFELD ASSET MANAGEMENT LP C/O ALAN CHAN, DEPUTY CCO 1350 AVENUE OF THE AMERICAS 21ST FLOOR NEW YORK, NY 10019	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PACIFIC GAS AND ELECTRIC COMPANY ATTN CRAIG LOUTTIT 77 BEALE ST SAN FRANCISCO, CA 94106	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
PACIFIC GAS AND ELECTRIC COMPANY ATTN: CONTRACT MANAGEMENT 245 MARKET STREET SAN FRANCISCO, CA 94105-1702	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PACIFIC GAS AND ELECTRIC COMPANY ATTN: SERVICE & SALES MANAGER 24300 CLAWITER RD HAYWARD, CA 94545	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PACIFIC GAS AND ELECTRIC COMPANY MAIL CODE N15A P.O. BOX 770000 SAN FRANCISCO, CA 94177	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PACIFIC GAS AND ELECTRIC COMPANY MAIL CODE N15A P.O. BOX 770000 SAN FRANCISCO, CA 94177-0001	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PACIFIC INVESTMENT MANAGEMENT CO LLC C/O MANAGING DIRECTOR 650 NEWPORT CENTER DR NEWPORT BEACH, CA 92660	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PACIFIC SUMMIT ENERGY LLC ATTN JIRO MIYAZAKI 4675 MACARTHUR COURT STE 750 NEWPORT BEACH, CA 92660	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PACIFIC SUMMIT ENERGY LLC ATTN: ADMINISTRATION GROUP 24 WATERWAY AVENUE STE 725 THE WOODLANDS, TX 77380	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PACIFIC SUMMIT ENERGY LLC ATTN: JIRO MIYAZAKI 4675 MACARTHUR COURT STE 750 NEWPORT BEACH, CA 92660	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PACIFIC TECHNICAL RESOURCES INC 13913 MAGNOLIA AVE CHINO, CA 91710-9063	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PANTHEON INC 1801 ROBERT FULTON DR STE 160 RESTON, VA 20191-4347	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
PAR-FOUR INVESTMENT MANAGEMENT LLC C/O BRIAN SHEA, MANAGING DIRECTOR 50 TICE BOULEVARD 3RD FLOOR WOODCLIFF LAKE, NJ 07677	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PARIBAS ATTN PROJECT FINANCE DEPT/LEONARDO OSARIO 787 SEVENTH AVE NEW YORK, NY 10019	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PARSONS POWER GROUP, INC. 2675 MORGANTOWN ROAD READING, PA 19607-9676	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PATEL CONSULTANTS CORPORATION 1525 MORRIS AVENUE UNION, NJ 07083-6334	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PATRICIA A. KALB 1900 SHIVERS CORNER ROAD GETTYSBURG, PA 17325	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PATRIOT COAL SALES LLC 12312 OLIVE BLVD STE 400 ST LOUIS, MO 63141	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PATRIOT COAL SALES LLC ATTN: CONTRACT MANAGEMENT 12312 OLIVE BOULEVARD SUITE 400 ST. LOUIS, MO 63141	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PAULSON & CO INC C/O STUART MERZER, GENERAL COUNSEL 1251 AVENUE OF THE AMERICAS 50TH FLOOR NEW YORK, NY 10020	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PEABODY COALSALSA COMPANY ATTN: SR. VICE PRESIDENT 701 MARKET ST, STE 900 ST LOUIS, MO 63101-1826	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PEABODY COALSALSA LLC 701 MARKET STREET PEABODY PLAZA ST LOUIS, MO 63101-1826	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PEABODY COALSALSA LLC 701 MARKET STREET PEABODY PLAZA ST. LOUIS, MO 63101-1826	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
PEABODY COALSALLES LLC FKA COALSALLES AND COALTRADE LLC 701 MARKET ST ST LOUIS, MO 63101-1826	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PEABODY ENERGY CORPORATION ATTN: CREDIT MANAGER 701 MARKET STREET SUITE 900 ST LOUIS, MO 63101	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PEERLESS MFG CO 14651 NORTH DALLAS PARKWAY DALLAS, TX 75254-8809	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PENNSYLVANIA DEP RACHEL CARSON STATE OFFICE BUILDING 400 MARKET STREET HARRISBURG, PA 17101	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PENNSYLVANIA ELECTRIC COMPANY ATTN: TIMOTHY N. ATHERTON ESQUIRE 2800 POTTSVILLE PIKE READING, PA 19640-0001	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PENNSYLVANIA POWER COMPANY 76 SOUTH MAIN STREET AKRON, OH 44308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PENNSYLVANIA POWER COMPANY C/O FIRSTENERGY CORP ATTN: ANTHONY ALEXANDER 76 SOUTH MAIN STREET AKRON, OH 44308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PENNSYLVANIA POWER COMPANY C/O WINTHROP, STIMSON, PUTNAM & ROBERTS ATTN: MICHAEL CUSICK ONE BATTERY PARK PLAZA NEW YORK, NY 10004	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PENNSYLVANIA TURNPIKE COMMISSION PO BOX 67676 HARRISBURG, PA 17106-7676	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PENNSYLVANLA POWER COMPANY 76 SOUTH MAIN STREET AKRON, OH 44308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PEOPLE NATURAL GAS COMPANY, THE (DBA DOMINION PEOPLES) ATTN DIRECTOR, SALES AND MARKETING 625 LIBERTY AVE PITTSBURGH, PA 15222	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation



**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
PEOPLES NATURAL GAS COMPANY LLC - EGC DIVISION 375 NORTH SHORE DR PITTSBURGH, PA 15212-5861	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PEOPLES NATURAL GAS COMPANY LLC - EGC DIVISION ATTN KENNETH JOHNSTON 375 N SHORE DR PITTSBURGH, PA 15212-5861	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PEOPLES NATURAL GAS COMPANY LLC ATTN JOSEPH GREGORINI 225 N SHORE DR PITTSBURGH, PA 15212	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PEOPLES NATURAL GAS COMPANY LLC ATTN JOSEPH GREGORINI 225 NORTH SHORE DR PITTSBURGH, PA 15212	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PEOPLES NATURAL GAS COMPANY LLC ATTN LEGAL DEPT 1201 PITT ST PITTSBURGH, PA 15221	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PERFORMANCE CONTRACTING INC PCI GLOBAL INSULATION 4450 BELDEN VILLAGE ST NW CANTON, OH 44718-2591	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PERFORMANCE CONTRACTING INC PO BOX 872346 KANSAS CITY, MO 64187-2346	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PERFORMANCE MACHINING INC 79 PENNSYLVANIA AVE IRWIN, PA 15642-3584	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PERFORMANCE MECHANICAL INC PO BOX 1516 PITTSBURG, CA 94565-1803	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PHILS TOWING COMPANY INC 1125 GREINER ST MONACA, PA 15061-1627	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PIC GROUP INC 1000 PARKWOOD CIRCLE STE 1000 ATLANTA, GA 30339-2118	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PIC GROUP INC DEPT AT 952162 ATLANTA, GA 31192-2162	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
PILOT POWER GROUP INC 8910 UNIVERSITY CENTER LANE, SUITE 520 SAN DIEGO, CA 92122	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PITTSBURGH MINERAL AND ENVIORNMENTAL TECHNOLOGY, INC. ATTN: WILLIAM F SUTTON 700 FIFTH AVENUE NEW BRIGHTON, PA 15066	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PIVOTAL UTILITY HOLDINGS INC (DBA ELIZABETHTOWN GAS) ATTN TRANSPORATION SERVICES 300 CONNELL DR STE 3000 BERKELEY HEIGHTS, NJ 07922	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PIVOTAL UTILITY HOLDINGS INC (DBA ELIZABETHTOWN GAS) ATTN: TRANSPORTATION SERVICES 300 CONNELL DR STE 3000 BERKELEY HEIGHTS, NJ 07922	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PJM INTERCONNECTION LLC ATTN: PHILLIP G HARRIS 955 JEFFERSON AVENUE VALLEY FORGE CORPORATE CENTER NORRISTOWN, PA 19403-2497	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PJM INTERCONNECTION, LLC 955 JEFFERSON AVENUE VALLEY FORGE CORPORATE CENTER NORRISTOWN, PA 19403-2497	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PJM INTERCONNECTION, LLC ATTN: CRAIG GLAZER, GOVERNMENTAL POLICY 1200 G STREET, NW SUITE 600 WASHINGTON, DC 20005	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PJM INTERCONNECTION, LLC ATTN: JOHN W. FEDORKO 995 JEFFERSON AVENUE VALLEY FORGE CORPORATE CENTER NORRISTOWN, PA 19403-2497	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PJM INTERCONNECTION, LLC C/O WRIGHT & TALISMAN, PC ATTN: BARRY S. SPECTOR AND CARRIE L. BUMGARNER 1200 G STREET N.W. SUITE 600 WASHINGTON, DC 20005	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
POLYGON DISTRESSED OPPORTUNITIES MASTER FUND C/O OLIVIER BLECHNER 399 PARK AVENUE, 22ND FLOOR NEW YORK, NY 10022	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PORTLAND V NORTHHAMPTON COUNTY PA TAX ASSESSOR C/O MCCARTER & ENGLISH LLP ATTN: DANIEL P. ZAZZALI 100 MULBERRY ST, FOUR GATEWAY CENTER NEWARK, NJ 07102	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
POTOMAC RIVER C/O MORGAN LEWIS & BOCKIUS LLP ATTN: RONALD J. TENPAS 1111 PENNSYLVANIA AVENUE, NW WASHINGTON, DC 20004-2541	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
POTRERO POWER DEVELOPMENT MANAGEMENT, LLC ATTN SETH HAMALIAN 410 CHINA BASIN ST SAN FRANCISCO, CA 94158	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
POTRERO POWER DEVELOPMENT MANAGEMENT, LLC C/O EPSTEIN ENGLERT STALEY & COFFEY ATTN STEVE ENGLERT 425 CALIFORNIA ST 17TH FL SAN FRANCISCO, CA 94104	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PPL ENERGYPLUS LLC ATTN: CONTRACT ADMINISTRATION TWO NORTH NINTH STREET ALLENTOWN, PA 18101-1179	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PPL GAS UTILITIES CORP DBA PPL UTILITIES ATTN: CONTRACT ADMINISTRATION TWO NORTH NINTH STREET ALLENTOWN, PA 18101-1179	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PPM AMERICA INC C/O JOEL KLEIN, EXECUTIVE VICE PRESIDENT 225 WEST WACKER DRIVE SUITE 1200 CHICAGO, IL 60606	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PRAXAIR INC PO BOX 417518 BOSTON, MA 02241-7518	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
PRINCIPAL FINANCIAL GROUP LLC C/O JOHN FRIEDL, PORTFOLIO MANAGER 5400 UNIVERSITY AVENUE DES MOINES, IA 50266	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
PRINCIPAL GLOBAL INVESTORS LLC C/O ELDWIN A NICHOLS & ALAN P KRESS, LC 5400 UNIVERSITY AVENUE DES MOINES, IA 50266	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
QUAKER COAL COMPANY, INC. 128 SOUTH LAKE DRIVE PRESTONBURG, KY 41653	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
QUAKER COAL COMPANY, INC. ATTN: VICE PRESIDENT, SALES 128 SOUTH LAKE DRIVE PRESTONBURG, KY 41653	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
R & L DEVELOPMENT COMPANY ATTN RICHARD L MYERS PO BOX 529 NEW ALEXANDRIA, PA 15670-0529	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
R & L DEVELOPMENT COMPANY PO BOX 529 NEW ALEXANDRIA, PA 15670-0529	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
R. M. PACKER COMPANY INC. ATTN: DOUGLAS SCWARD 188 BEACH RD P.O. BOX 308 TISBURY, MA 02568	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
RA GENERATION LLC 1700 BROADWAY 35TH FLOOR NEW YORK, NY 10019	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
RA GENERATION, LLC 1700 BROADWAY 35TH FLOOR NEW YORK, NY 10019	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
RANDALL B AND DONNA M FRATIANNE 3250 BRAMBLEWOOD WAY AVON LAKE, OH 44011	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
RBC CAPITAL MARKETS LLC C/O JASON MANDEL, MANAGING DIRECTOR 200 BAY STREET TORONTO, ON M5J 2W7 CANADA	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
RCG GLOBAL SERVICES INC 3548 MOMENTUM PLACE CHICAGO, IL 60689-5335	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
REDWOOD CAPITAL MANAGEMENT LLC C/O RUBEN KLIKSBERG AUTHORIZED SIGNATORY 910 SYLVAN AVENUE ENGLEWOOD, NJ 07632	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
REED MINERALS DIVISION HARSCO CORPORATION ATTN: PRESIDENT 8149 C KENNEDY AVENUE HIGHLAND, IN 46322	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
REEVES COUNTY LAND ASSOCIATES, LLC 1000 MAIN STREET HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
RELIANT ENERGY ELECTRIC SOLUTIONS LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
RELIANT ENERGY HUNTERSTOWN LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
RELIANT ENERGY MARYLAND HOLDINGS LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
RELIANT ENERGY MID-ATLANTIC POWER HOLDINGS LLC / RELIANT ENERGY MARYLAND HOLDINGS LLC / RELIANT ENERGY NEW JERSEY HOLDINGS LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
RELIANT ENERGY MID-ATLANTIC POWER HOLDINGS LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
RELIANT ENERGY MID-ATLANTIC POWER HOLDINGS, LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
RELIANT ENERGY NEW JERSEY HOLDINGS LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
RELIANT ENERGY NORTHEAST MANAGEMENT COMPANY 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
RELIANT ENERGY POWER SERVICES, INC. 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
RELIANT ENERGY SERVICES, INC 1501 N PLANO RD RICHARDSON, TX 75081	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
RELIANT ENERGY WHOLESALE GENERATION LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
REM HAULING INC ATTN: ROBERT MOLNAR 139 REM LANE RUFFSDALE, PA 15679	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
REPSOL ENERGY NORTH AMERICA CORPORATION ATTN: CONTRACT ADMINISTRATION 2001 TIMBERLOCH PL STE 3000 THE WOODLANDS, TX 77380	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
RESOURCE FUELS ATTN: DON DRABAND 7346 BEECHMONT AVENUE CINCINNATI, OH 45230	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
RHINO ENERGY LLC 424 LEWIS HARGETT CIRCLE SUITE 250 LEXINGTON, KY 40503	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
RHINO RESOURCE PARTNERS LP ATTN: GENERAL COUNSEL 424 LEWIS HARGETT CIRCLE SUITE 250 LEXINGTON, KY 40503	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
RICHARD P. LAMBERT 673 LATIMORE VALLEY ROAD YORK SPRINGS, PA 17372	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ROBERT LEIGEY C/O CAROSELLI BEACHLER MCTIERNAN & COLEMAN L.L.C. 20 STANWIX STREET SUITE 700 PITTSBURGH, PA 15222	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ROBERT MEUNIER, MARY MEUNIER C/O THE DEATON LAW FIRM ATTN: JOHN E. DEATON 450 NORTH BROADWAY EAST PROVIDENCE, RI 02914	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ROCKIES EXPRESS PIPELINE LLC 4200 W 115TH STREET SUITE 350 LEAWOOD, KS 66211-2609	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
ROCKLAND COUNTY ROCKLAND COUNTY COURTHOUSE 1 SOUTH MAIN STREET, SUITE 100 NEW CITY, NY 10956	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ROCKLAND ELECTRIC COMPANY 390 W ROUTE 59 SPRING VALLEY, NY 10977	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
ROCKLAND ELECTRIC COMPANY ATTN: CONTRACT ADMINISTRATION 111 BROADWAY, SUITE 1601 NEW YORK, NY 10006	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
RRI ENERGY SERVICES LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
RRI ENERGY WHOLESALE GENERATION LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
RUTHRAUFF SERVICE LLC 4100 STUEBENVILLE PIKE PITTSBURGH, PA 15205-9643	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
RWE SUPPLY & TRADING GMBH ALTENESSENER STRAÙE 27 ESSEN 45141 GERMANY	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
RWE SUPPLY & TRADING GMBH ATTN: HEAD OF CREDIT 1095 AVENUE OF THE AMERICAS 32ND FLOOR NEW YORK, NY 10036	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SAC WIRELESS ATTN: SHAMMIKKA J. CHISOLM 540 W. MADISON 16TH FLOOR CHICAGO, IL 60661	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SARGENT ELECTRIC COMPANY 2767 LIBERTY AVE PITTSBURGH, PA 15222-4703	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SCHINDLER ELEVATOR CORPORATION 18013 CLEVELAND PKWY DR STE 14 CLEVELAND, OH 44135-3235	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SCOPE SERVICES INC 2095 NILES RD SAINT JOSEPH, MI 49085	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
SCOPE SERVICES INC 2095 NILES ROAD SAINT JOSEPH, MI 49085-2473	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SEFA GROUP INC, THE ATTN: JIM CLAYTON, DIRECTOR OF UTILITY SERVICES 217 CEDAR RD LEXINGTON, SC 29073	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SEMINOLE ELECTRIC COOPERATIVE INC ATTN: ACCOUNTS PAYABLE P.O. BOX 273000 TAMPA, FL 33688	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SEMINOLE ELECTRIC COOPERATIVE INC ATTN: CONTRACT ADMINISTRATION 16313 NORTH DALE MABRAY HWY TAMPA, FL 33688	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SEMPRA GAS & POWER MARKETING LLC ATTN: CONTRACT ADMINISTRATION 488 8TH AVE SAN DIEGO, VA 92101	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SEQUENT ENERGY MANAGEMENT LP ATTN: CONTRACT ADMINISTRATION 1200 SMITH STE 900 HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SERENGENTI ASSET MANAGEMENT LP C/O MARC BAUM, DIRECTOR 632 BROADWAY 12TH FLOOR NEW YORK, NY 10012	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SEWARD OPERATING LLC 595 PLANT RD NEW FLORENCE, PA 15944-8927	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SHELL ENERGY NORTH AMERICA (US) LP (FKA CORAL ENERGY HOLDING LP) ATTN: CONTRACTS NORTH AMERICA 909 FANNIN PLAZA LEVEL 1 HOUSTON, TX 77010	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SHELL ENERGY NORTH AMERICA (US) LP 1000 MAIN STREET LEVEL 12 HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation



**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
SHELL OIL COMPANY ATTN ADAM T MACLUCKIE OR REAL ESTATE ATTORNEY SHELL REAL ESTATE SERVICES, ONE SHELL PLAZA 910 LOUISIANA ST HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SHELL OIL COMPANY ATTN JERI A. BALLARD OR REGIONAL MANAGER, AMERICAS SHELL REAL ESTATE SERVICES, ONE SHELL PLAZA 910 LOUISIANA ST HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SHELL OIL COMPANY C/O BRACEWELL & GIULIANI LLP ATTN CLARK G THOMPSON JR 711 LOUISIANA ST, STE 2300 HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SHELL OIL COMPANY C/O CUSHMAN & WAKEFIELD OF TEXAS INC ATTN TIM D. DELYEA/JOSEPH E PEDDIE 1330 POST OAK BLVD, STE 2700 HOUSTON, TX 77056-3054	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SHELL OIL COMPANY SHELL REAL ESTATE SERVICES ONE SHELL PLAZA 910 LOUISIANA ST HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SIDNEY COAL COMPANY 115 NORTH BIG CREEK ROAD SIDNEY, KY 41564	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SIEMENS ENERGY INC 1346 RIDGELAND PARKWAY STE 116 ALPHARETTA, GA 30004-8442	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SIMAKAS COMPANY INC 630 ROUTE 228 MARS, PA 16046-3028	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SIMAKAS COMPANY INC 630 ROUTE 228 MARS, PA 16046-6028	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SIMKAS COMPANY INC 630 ROUTE 228 MARS, PA 16046-6028	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SIMPLEXGRINNELL LP 4700 WESTPORT DRIVE SUITE 1800 MECHANICSBURG, PA 17055-6800	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP ATTN: ERICA A. WARD AS COUNSEL TO DUQUESNE LIGHT COMPANY 1440 NEW YORK AVENUE, NW WASHINGTON, DC 20005	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SOMERSET STEEL ERECTION COMPANY INC ATTN MARTY CHAPPELL PO BOX 98 BOSWELL, PA 15531-0098	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SOMERSET STEEL ERECTION COMPANY INC PO BOX 98 BOSWELL, PA 15531-0098	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SOUTH JERSEY RESOURCES GROUP LLC ATTN KITYE SEEDIG 2350 AIRPORT FREEWAY STE 200 BEDFORD, TX 76022	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SOUTH JERSEY RESOURCES GROUP LLC ATTN: KITTYE SEEDIG / MARK TOMICH 2350 AIRPORT FREEWAY SUITE 200 BEDFORD, TX 76022	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SOUTH JERSEY RESOURCES GROUP LLC ATTN: MARK A. PALMERCHUCK 1 SOUTH JERSEY PLAZA FOLSOM, NJ 08037	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SOUTHERN CALIFORNIA EDISON COMPANY 2244 WALNUT GROVE ROOM #199. G0-1 ROSEMEAD, CA 91770	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SOUTHERN CALIFORNIA EDISON COMPANY ATTN: CONTRACT ADMINISTRATION 2244 WALNUT GROVE AVE G01, QUAD 1C ROSEMEAD, CA 91770	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SOUTHERN CALIFORNIA GAS COMPANY 555 WEST 5TH ST P.O. BOX 513249, ML GT22A1 LOS ANGELES, CA 90013	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SOUTHERN CALIFORNIA GAS COMPANY ATTN: ENERGY CONTRACT MANAGER 555 WEST 5TH STREET M.L. 24E1 LOS ANGELES, CA 90013-1011	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
SOUTHERN CALIFORNIA GAS COMPANY ATTN: ENERGY CONTRACT MANAGER, M.L. 24E1 555 WEST 5TH STREET LOS ANGELES, CA 90013-1011	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SOUTHERN COMPANY ENERGY MARKETING L.P. 30 IVAN ALLEN JR BLVD NW ATLANTA, GA 30308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SOUTHERN COMPANY ENERGY MARKETING LP ATTN: ACCOUNTING DEPARTMENT 1155 PERIMETER CENTER WEST STE 130 SUITE 130 ATLANTA, GA 30338-5416	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SOUTHERN COMPANY ENERGY MARKETING LP ATTN: CONTRACT ADMINISTRATION DEPARTMENT 1155 PERIMETER CENTER WEST SUITE 130 ATLANTA, GA 90051-1249	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SOUTHERN ENERGY BOWLINE LLC ATTN ROBERT C MARSHALL TROUTMAN SANDERS LLP NATIONS BANK PLAZA, STE 5200 ATLANTA, GA 30308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SOUTHERN ENERGY BOWLINE LLC ATTN STEVE GILLIS 900 ASHWOOD PKWY STE 500 ATLANTA, GA 30338	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SOUTHERN ENERGY BOWLINE LLC ATTN VP AND ASSOC GC 276 PEACHTREE ST BIN 918 ATLANTA, GA 30303	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SOUTHERN ENERGY NEW ENGLAND LLC ATTN ANDREW NEWMAN/RUBIN AND RUDMAN LLP 50 ROWES WHARF BOSTON, MA 02110	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SOUTHERN ENERGY NEW ENGLAND LLC ATTN RANDALL E. HARRISON 900 ASHWOOD PARKWAY STE 500 ATLANTA, GA 30308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SOUTHERN ENERGY NEW ENGLAND LLC ATTN ROBERT C. MARSHALL/TROUTMAN SANDERS NATIONS BANK PLAZA, STE 5200 600 PEACHTREE ST NE ATLANTA, GA 30308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
SOUTHERN ENERGY NEW ENGLAND, L.L.C. ATTN: ANDREW J NEWMAN RUBIN AND RUDMAN LLP 50 ROWES WHARF BOSTON, MA 02110	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SOUTHERN ENERGY NEW ENGLAND, L.L.C. ATTN: RANDALL E. HARRISON, VICE PRESIDENT 900 ASHWOOD PARKWAY SUITE 500 ATLANTA, GA 30338	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SOUTHERN ENERGY NEW ENGLAND, L.L.C. ATTN: ROBERT C MARSHALL TROUTMAN SANDERS NATIONBANK PLAZA, STE 5200, 600 PEACHTREE ST NE ATLANTA, GA 30308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SOUTHERN MARYLAND ELECTRIC COOPERATIVE INC ATTN: FINANCIAL SERVICES 15035 BURNT STORE ROAD, P.O. BOX 1937 HUGHESVILLE, MD 20637-1937	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SOUTHWEST ENERGY LP ATTN DARREN EDWARDS 2 GREENWAY PLAZA STE 720 HOUSTON, TX 44046	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SOUTHWEST ENERGY LP ATTN DARREN EDWARDS 2 GREENWAY PLAZA STE 720 HOUSTON, TX 77046	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SOUTHWESTERN ENERGY COMPANY ATTN: TREASURY DEPT 2350 N SAM HOUSTON PARKWAY EAST SUITE 125 HOUSTON, TX 77032	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SOUTHWESTERN ENERGY SERVICES COMPANY ATTN MANAGER, CONTRACT ADMINISTRATION 2350 N SAM HOUSTON PKWY E STE 125 HOUSTON, TX 77032	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SPRAGUE ENERGY CORP ATTN CONTRACT ADMINISTRATION TWO INTERNATIONAL DR STE 200 PORTSMOUTH, NH 03801	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
SPRAGUE ENERGY CORP ATTN: CONTRACT ADMINISTRATION TWO INTERNATIONAL DR STE 200 PORTSMOUTH, NH 03801	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SPRAGUE OPERATING RESOURCES LLC 185 INTERNATIONAL DRIVE PORTSMOUTH, NH 03801	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SPRAGUE OPERATING RESOURCES LLC ATTN: PAUL SCOFF VICE PRESIDENT, LAW 185 INTERNATIONAL DRIVE PORTSMOUTH, NH 03801	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SPRINT SPECTRUM REALTY COMPANY, LP. ATTN: DAVID P SYNDER PENN CENTER WEST II SUITE 200 PITTSBURGH, PA 15278	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SPRINTCOM INC FREEDOM SQUARE III 4511 ROCKSIDE ROAD, 4TH FLOOR CLEVELAND, OH 44131	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SPRINT-FLORIDA, INC. 555 LAKE BORDER DRIVE APOPKA, FL 32716-5000	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
STANDARD CONTRACTING & ENGINEERING 6356 EASTLAND ROAD BROOK PARK, OH 44142-1302	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
STANTEC CONSULTING SERVICES INC SCARBOROUGH COURT 482 PAYNE RD SCARBOROUGH, ME 04074-8929	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
STATE OF OHIO 4484 NORTHLAND RIDGE BLVD COLUMBUS, OH 43229	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
STATE OF OHIO ATTN: BRIDGET STEFAN 105 WEST SHORELINE DRIVE SANDUSKY, OH 44870	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
STATOIL NATURAL GAS LLC ATTN CONTRACT ADMINISTRATOR - NATURAL GAS 225 HIGH RIDGE RD STAMFORD, CT 06905	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
STATOIL NATURAL GAS LLC ATTN: CREDIT DEPARTMENT 120 LONG RIDGE ROAD SUITE 3EO1 STAMFORD, CT 06902	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
STATOIL NATURAL GAS LLC FORUSBEEN 50 STAVANGER 4035 NORWAY	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
STEIN INC 1034 HOLMDEN AVENUE CLEVELAND, OH 44109-1836	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
STEVENS ENGINEERS & CONSTRUCTORS 150 TECHNOLOGY DR CANONSBURG, PA 15317-9563	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
STEWART TITLE GUARANTY COMPANY ATTN: CLAIMS DEPARTMENT P.O. BOX 2029 HOUSTON, TX 77252-2029	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
STONE HARBOR INVESTMENT PARTNERS C/O JEFFREY SCOTT, CCO 31 W 52ND STREET 16TH FLOOR NEW YORK, NY 10019	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
STRABAN TOWNSHIP ATTN: BOARD OF SUPERVISORS MUNICIPAL BUILDING 1745 GRANITE STATION ROAD GETTYSBURG, PA 17325	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
STRABAN TOWNSHIP C/O STRABAN TOWNSHIP SOLICITOR ATTN: WALTON V. DAVIS, ESQ 63 W HIGH STREET GETTYSBURG, PA 17325	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
STRATEGIC ENERGY L.L.C. ATTN: GENERAL COUNSEL - JAN FOX TWO GATEWAY CENTER PITTSBURGH, PA 15222	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
STRATEGIC VALUE MASTER FUND LTD C/O JAMES DOUGHERTY, FUND CFO 100 WEST PUTNAM AVENUE GREENWICH, CT 06830	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
STRATEGIC VALUE OPPORTUNITIES FUND LP C/O JAMES DOUGHERTY, FUND CFO 100 WEST PUTNAM AVENUE GREENWICH, CT 06830	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
STRATEGIC VALUE SPECIAL SITUATIONS MASTER FUND III LP C/O JAMES DOUGHERTY, FUND CFO 100 WEST PUTNAM AVENUE GREENWICH, CT 06830	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
STRATEGIC VALUE SPECIAL SITUATIONS MASTER FUND IV LP C/O JAMES DOUGHERTY, FUND CFO 100 WEST PUTNAM AVENUE GREENWICH, CT 06830	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
STRUCTURAL INTEGRITY ASSOCIATES INC 107 WILCOX RD STE 107 STONINGTON, CT 06378	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
STRUCTURAL INTEGRITY ASSOCIATES INC ATTN: CONTRACTS DEPARTMENT 5215 HELLYER AVE STE 210 SAN JOSE, CA 95138	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SUMITOMO CORPORATION OF AMERICA ATTN: CREDIT CONTROL GROUP 600 THIRD AVENUE NEW YORK, NY 10016-2001	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SUNRISE DEVELOPMENT CO 1360 TERMINAL TOWER CLEVELAND, OH 44113	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SUNRISE DEVELOPMENT CO ATTN: JAMES MARTYNOWSKI 1170 TERMINAL TOWER 50 PUBLIC SQ CLEVELAND, OH 44113	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SWN ENERGY SERVICES COMPANY, LLC 10000 ENERGY DRIVE SPRING, TX 77389	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SYNTHETIC MATERIALS LLC ATTN: JOHN GLASSCOCK 6009 BROWNSBORO PARK BLVD LOUISVILLE, KY 40307	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SYNTHETIC MATERIALS ATTN: JOHN GLASSCOCK 8300 PROFESSIONAL PL STE 110 LANDOVER, MD 20785	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
SYSTEM ONE 1200 WATERCREST WAY STE 1210 CHESWICK, PA 15024-1361	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
SYSTEMS & REGULATORY SOLUTIONS (SRS) 820 STONEHAVEN LN SUITE 200 ALPHARETTA, GA 30005-4346	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TACONIC CAPITAL ADVISORS LP C/O JON JACHMAN, PRINCIPAL 280 PARK AVENUE 5TH FLOOR NEW YORK, NY 10017	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TALLGRASS INTERSTATE GAS TRANSMISSION LLC 4200 W 115TH STREET SUITE 350 LEAWOOD, KS 66211-2609	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TAPPAN ZEE CONSTRUCTION, LLC 555 WHITE PLAINS ROAD SUITE 400 TARRYTOWN, NY 10591	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TAPPAN ZEE CONSTRUCTORS LLC ATTN: TERRY TOWLE, PROJECT EXECUTIVE AND MANAGER 555 WHITE PLAINS RD STE 400 TARRYTOWN, NY 10591	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TAPPAN ZEE CONSTRUCTORS LLC C/O REED SMITH LLP ATTN: CHAIRMAN, REAL ESTATE DEPT 599 LEXINGTON AVE NEW YORK, NY 10022	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TAXSTREAM LLC 95 RIVER ST STE 5C HOBOKEN, NJ 07030	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TCW ASSET MANAGEMENT COMPANY LLC OBO THEIR FIXED INCOME GROUP C/O MANAGING DIRECTOR 865 SOUTH FIGUEROA ST, STE 1800 LOS ANGELES, CA 90017	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TCW DISTRESSED MASTER FUND LP C/O SENIOR VICE PRESIDENT, LEGAL 865 SOUTH FIGUEROA STREET SUITE 1800 LOS ANGELES, CA 90017	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation



**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
TCW INVESTMENT MANAGEMENT COMPANY LLC OBO THEIR FIXED INCOME GROUP C/O MANAGING DIRECTOR 865 SOUTH FIGUEROA ST, STE 1800 LOS ANGELES, CA 90017	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TEKSYSTEMS INC 7437 RACE ROAD HANOVER, MD 21076-1112	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TEMS INC 704 MAIN ST STE 101 WINDBER, PA 15963-2622	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TEMS INC 704 MAIN ST STE 101 WINDBER, PA 15963-2622	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TENASKA MARKETING VENTURES ATTN JOHN OBERMILLER, SVP FINANCE 11718 NICHOLAS ST OMAHA, NE 68154	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TENNESSEE GAS PIPELINE COMPANY ATTN TRANSPORTATION MARKETING PO BOX 2511 HOUSTON, TX 77252-2511	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TENNESSEE GAS PIPELINE COMPANY ATTN: TRANSPORTATION MARKETING P.O. BOX 2511 HOUSTON, TX 77252-2511	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TENNESSEE GAS PIPELINE COMPANY, LLC ATTN: LAURA HECKMAN 1001 LOUISIANA STREET HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TENNESSEE VALLEY AUTHORITY ATTN VP, ELECTRICAL SYSTEM OPERATIONS 1101 MARKET ST MR BA-C CATTANOOGA, TN 37402-2801	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TENNESSEE VALLEY AUTHORITY ATTN: GENERAL MANAGER, POWER ORIGINATION & STAKEHOLDER SERVICES 1101 MARKET STREET, MR 2A-C CHATTANOOGA, TN 37402	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
TENNESSEE VALLEY AUTHORITY ATTN: VP, ELECTRIC SYSTEM OPERATIONS 1101 MARKET STREET (MR BA-C) CHATTANOOGA, TN 37402-2801	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TERRASOURCE GLOBAL CORP PO BOX 6326 CAROL STREAM, IL 60197-6326	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TERRY L. & DEBRA K. LITTLE C/O CAMPBELL & WHITE 112 BALTIMORE STREET GETTYSBURG, PA 17325	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TESONE TRANSPORT INC PO BOX 250 CHESWICK, PA 15024-0250	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TEXAS EASTERN TRANSMISSION CORPORATION ATTN GAS CONTROL PO BOX 1642 HOUSTON, TX 77251-1642	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TEXAS EASTERN TRANSMISSION LP 5400 WESTHEIMER COURT P.O. BOX 1642 SUITE SP 673 HOUSTON, TX 77056-5310	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TEXAS EASTERN TRANSMISSION LP ATTN: DIRECTOR, TECHNICAL OPERATIONS 2601 MARKET PLACE ST SUITE 400 HARRISBURG, PA 17110-9363	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TEXAS EASTERN TRANSMISSION LP ATTN: DIRECTOR, TECHNICAL OPERATIONS 4227 DECKER DR P.O. BOX 426 BAYTOWN, TX 77522-0426	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TEXAS EASTERN TRANSMISSION LP ATTN: GAS CONTROL P.O. BOX 1642 SUITE SP 673 HOUSTON, TX 77251-1642	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TEXAS EASTERN TRANSMISSION LP ATTN: RELIANT HUNTERSTOWN PRINCIPAL PM P.O. BOX 1642 SUITE SP 673 HOUSTON, TX 77215-1642	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
TEXLA ENERGY MANAGEMENT INC ATTN: CONTRACT ADMINISTRATION 1100 LOUISIANA, SUITE 4700 HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TEXON LP ATTN CYNTHIA MEDELES 11757 KATY FREEWAY STE 1400 HOUSTON, TX 77079	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TEXON LP ATTN: CYNTHIA MEDELES 11757 KATY FREEWAY STE 1400 HOUSTON, TX 77079	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THE BOROUGH OF CHESWICK 220 SOUTH ATLANTIC AVENUE CHESWICK, PA 15024	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THE BOROUGH OF SPRINGDALE 325 SCHOOL STREET SPRINGDALE, PA 15144	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THE BROOKLYN UNION GAS COMPANY DBA NATIONAL GRID NY ATTN: CONTRACT ADMINISTRATION 100 E. OLD COUNTRY ROAD HICKSVILLE, NY 11801	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THE CLEVELAND ELECTRIC ILLUMINATING COMPANY 76 SOUTH MAIN STREET AKRON, OH 44308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THE CLEVELAND ELECTRIC ILLUMINATING COMPANY C/O WINTHROP, STIMSON, PUTNAM & ROBERTS ATTN: MICHAEL CUSICK ONE BATTERY PARK PLAZA NEW YORK, NY 10006	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THE CLEVELAND ELECTRIC ILLUMINATING CO 76 SOUTH MAIN STREET AKRON, OH 44308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THE CLEVELAND ELECTRIC ILLUMINATING COMPANY 76 SOUTH MAIN STREET AKRON, OH 44308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THE COUNTY OF ADAMS ATTN: ADAMS COUNTY COMMISSIONERS' OFFICE 111-117 BALTIMORE STREET GETTYSBURG, PA 17325	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
THE COUNTY OF ADAMS ATTN: THOMAS J. WEAVER, CHAIRMAN SECOND FLOOR 111-117 BALTIMORE STREET GETTYSBURG, PA 17325	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THE COUNTY OF ADAMS C/O ADAMS COUNTY SOLICITOR 111-117 BALTIMORE STREET GETTYSBURG, PA 17325	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THE COUNTY OF ADAMS C/O BOARD OF COMMISSIONERS ATTN: CHAIRMAN 111-117 BALTIMORE STREET GETTYSBURG, PA 17325	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THE EMPYREAN GROUP LLC 1108 OHIO RIVER BLVD STE 806 SEWICKLEY, PA 15143-2049	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THE EMPYREAN GROUP LLC 1108 OHIO RIVER BLVD STE 806 SEWICKLEY, PA 15143-2049	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THE EMPYREAN GROUP LLC ATTN JAN MCGEE 1108 OHIO RIVER BLVD STE 806 SEWICKLEY, PA 15143-2049	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES 1290 AVENUE OF THE AMERICAS NEW YORK, NY 10104	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THE GROUP AGAINST SMOG AND POLLUTION C/O PICADIO SNEATH MILLER & NORTON, PC 4710 US STEEL TOWER 600 GRANT STREET PITTSBURGH, PA 15219-2702	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION NO. 29 986 GREENTREE RD PITTSBURGH, PA 15220	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION NO. 459 400 BROAD STREET JOHNSTOWN, PA 15906-2717	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION NO. 66 4345 ALLEN GENOA RD PASADENA, TX 77504	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS OBO LOCAL UNION NO. 1900 1400 MERCANTILE LN STE 256 LARGO, MD 20774	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THE LSC CORPORATION MR WILLIAM SHIELDS 5619 KENTUCKY AVENUE STE 306 PO BOX 4880 PITTSBURGH, PA 15232	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THE NARRAGANSETT ELECTRIC COMPANY DBA NATIONAL GRID (NATIONAL GRID) ATTN: CONTRACT ADMINISTRATION 100 E. OLD COUNTRY ROAD HICKSVILLE, NY 11801	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THE PEOPLES NATURAL GAS COMPANY DBA DOMINION PEOPLES 625 LIBERTY AVE PITTSBURGH, PA 15222	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THE TOLEDO EDISON COMPANY 76 SOUTH MAIN STREET AKRON, OH 44308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THE UWUA AFFILIATED WITH AFL-CIO OBO LOCAL NO. 270 ATTENTION ROBERT FRONEK 4205 CHESTER AVE CLEVELAND, OH 44103-3615	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THE UWUA AFFILIATED WITH AFL-CIO OBO LOCAL UNION NO. 140 C/O GARY P HIMMELWRIGHT JR 44 MARION DRIVE ZELIENOPLE, PA 16063-9705	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THERMAL ECONOMY INC 8441 INDUSTRIAL DR OLIVE BRANCH, MS 38654-1862	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THERMO ENVIORNMENTAL INSTRUMENTS, INC ATTN JUDY SARKISIAN PO BOX 742784 ATLANTA, GA 30374-2784	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
THERMO ENVIORNMENTAL INSTRUMENTS, INC C/O JUDY SARKISIAN PO BOX 742784 ATLANTA, GA 30374-2784	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THOMPSON & KNIGHT LLP ATTN SUSAN E. COLEMAN BURNETT PLAZA, STE 1600 801 CHERRY ST, UNIT 1 FORT WORTH, TX 76102	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
THYSSENKRUPP ELEVATOR CORP ATTN ALYSSA LANDRITH 14400 CATALINA ST SAN LEANDRO, CA 94577-5516	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TITUS V BERKS COUNTY PA TAX ASSESSOR C/O MCCARTER & ENGLISH LLP ATTN: DANIEL P. ZAZZALI 100 MULBERRY ST, FOUR GATEWAY CENTER NEWARK, NJ 07102	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TOLEDO EDISON COMPANY 6099 ANGOLA RD HOLLAND, OH 43528	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TOLEDO EDISON COMPANY 76 SOUTH MAIN STREET AKRON, OH 44308	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TOTAL WESTERN INC 8049 SOMERSET BLVD PARAMOUNT, CA 90723-4396	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TOWN OF CLARKSTOWN 10 MAPLE AVENUE NEW CITY, NY 10956	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TOWN OF HAVERSTRAW AND GEORGE T. BEHN, JR. AS BLDG INSPECTOR ONE ROSMAN ROAD GARNERVILLE, NY 10923	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TOWN OF HAVERSTRAW ATTN: SUPERVISOR & TOWN ATTORNEY TOWN HALL 1 ROSMAN ROAD GAMERVILLE, NY 10923	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TOWN OF HAVERSTRAW C/O WHITEMAN, OSTERMAN & HANNA, LLP ATTN: JONATHAN P. NYE, ESQ. ONE COMMERCE PLAZA ALBANY, NY 12260	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
TOWN OF HAVERSTRAW ONE ROSMAN ROAD GARNERVILLE, NY 10923	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TOWN OF HAVERSTRAW, THE VILLAGE OF HAVERSTRAW, VILLAGE OF WEST HAVERSTRAW, THE NORTH ROCKLAND CENTRAL SCHOOL DISTRICT, THE COUNTY OF ROCKLAND, AND THE COUNTY OF ROCKLAND INDUSTRIAL DEVELOPMENT AGENCY ONE ROSMAN ROAD GARNERVILLE, NY 10923	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TOWN OF SANDWICH, A MASSACHUSETTS CORPORATION C/O TOWN ADMINISTRATOR 130 MAIN STREET SANDWICH, MA 02563	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TOWN OF SANDWICH, A MUNICIPAL CORPORATION AND BODY POLITIC OF THE COMMONWEALTH OF MASSACHUSETTS C/O TOWN ADMINISTRATOR 130 MAIN STREET SANDWICH, MA 02563	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TOWNSHIP OF STRABAN ATTN: BOARD OF COMMISSIONERS STRABAN TOWNSHIP MUNICIPAL BUILDING 1745 GRANITE STATION ROAD GETTYSBURG, PA 17325	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TOWNSHIP OF STRABAN MUNICIPAL BUILDING 1745 GRANITE STATION ROAD GETTYSBURG, PA 17325	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TP AUTOMATION LLC 3252 STATE ROUTE 31 ACME, PA 15610-2405	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TRADITION SEF INC ATTN COMPLIANCE DEPT 32 OLD SLIP 34TH FL NEW YORK, NY 10005	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TRAILBLAZER PIPELINE COMPANY LLC ATTN ACCOUNT SERVICES ONE ALLEN CENTER, STE 1000 500 DALLAS ST HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
TRAILBLAZER PIPELINE COMPANY LLC ATTN BRITTNEY KINNEY 370 VAN GORDON ST LAKEWOOD, CO 80228	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TRAVIS/MAIN PARTNERS LP ATTN EDWIN H MURPHY 1000 MAIN ST STE 3200 HOUSTON, TX 77002	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TRINITY INDUSTRIES LEASING COMPANY ATTN: THOMAS C. JARDINE, VICE PRESIDENT 2525 STEMMONS FREEWAY DALLAS, TX 75207	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TWIN EAGLE RESOURCE MANAGEMENT LLC 8847 W. SAM HOUSTO DTDN PKWY N. HOUSTON, TX 77040	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TWIN EAGLE RESOURCE MANAGEMENT LLC ATTN: CONTRACT ADMINISTRATION 5120 WOODWAY SUITE 10010 HOUSTON, TX 77056	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TWIN EAGLE RESOURCE MANAGEMENT LLC ATTN: CONTRACT ADMINISTRATION 8847 WEST SAM HOUSTON PARKWAY, NORTH HOUSTON, TX 77040	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
TWIN EAGLE RESOURCE MANAGEMENT, LLC 8847 W SAM HOUSTON PARKWAY N HOUSTON, TX 77040	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
U.S. BANK NATIONAL ASSOCIATION 425 WALNUT STREET CINCINNATI, OH 45202-3923	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
UGI CENTRAL PENN GAS INC ATTN ANDREW ROHRER 1349 SUSQUEHANNA TRAIL NORTHUMBERLAND, PA 17857	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
UGI CENTRAL PENN GAS INC ATTN: MANAGER - KEY ACCOUNTS P.O. BOX 12677 READING, PA 19612-2677	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
UNION PACIFIC RAILROAD COMPANY ATTN: SENIOR BUSINESS DIRECTOR - ENERGY 1400 DOUGLAS ST - STOP 1270 OMAHA, NE 68179-1270	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation



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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
UNITED REFINING COMPANY ATTN: BARRY D'ANDREA BOX 780 WARREN, PA 16395	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
UNITED STATES ARMY CORPS OF ENGINEERS 441 G STREET NW WASHINGTON, DC 20314-1000	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
URS ENERGY & CONSTRUCTION, INC ATTN FRANK R. TRIANGLE 1111 FANNIN ST STE 1400 HOUSTON, TX 77002-6925	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
US BANK NATIONAL ASSOCIATION 5555 SAN FELIPE ST STE 1150 HOUSTON, TX 77056	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
US SECURITY ASSOCIATES INC 100 ROUTE 9 NORTH STE 305 WOODBRIE, NJ 07095	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
US SECURITY ASSOCIATES INC ATTN LANCE LOEWENSTEIN 200 MANSELL COURT, 5TH FL ROSEWELL, GA 30076	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
US SECURITY ASSOCIATES INC ATTN MARILYN YELLAND 2346 POST RD WARWICK, RI 02886	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
US SECURITY ASSOCIATES INC PO BOX 931703 ATLANTA, GA 31193-1703	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
USAA HIGH INCOME FUND C/O JOHN C SPRAR, SVP CIO 9800 FREDERICKSBURG ROAD SAN ANTONIO, TX 78288	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
VASTAR GAS MARKETING INC 15375 MEMOIRAL DR HMB 1612 HOUSTON, TX 77079	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
VASTAR GAS MARKETING INC ATTN CONTRACT ADMINISTRATION 200 WESTLAKE PARK BLVD STE 200 HOUSTON, TX 77079	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
VASTAR GAS MARKETING INC ATTN CONTRACT ADMINISTRATION PO BOX 219272 STE 200 HOUSTON, TX 77218	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
VASTAR GAS MARKETING INC ATTN: CONTRACT ADMINISTRATION DEPARTMENT 200 WESTLAKE PARK BLVD SUITE 200 HOUSTON, TX 77079	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
VASTAR GAS MARKETING INC ATTN: CONTRACT ADMINISTRATION DEPARTMENT P.O. BOX 219272 HOUSTON, TX 77218	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
VASTAR GAS MARKETING INC. ATTN: CHIP INGHAM 200 WESTLAKE PARK BLVD SUITE 200 HOUSTON, TX 77079	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
VECTOR CONSTRUCTION C/O HARRISON LAW GROUP ATTN: ADAM C. HARRISON 40 WEST CHESAPEAKE AVENUE, SUITE 600 TOWSON, MD 21204	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
VEGETATION SOLUTIONS INC ATTN SCOTT TIPTON 1211 PINECREST DR CONCORD, CA 94521-3519	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
VEOLIA ES TECHNICAL SOLUTIONS LLC ATTN TODD WITTEKIND 700 E BUTTERFIELD RD STE 201 LOMBARD, IL 60148	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
VICTO DTDRIA INTERNATIONAL LTD ATTN: JERRY CURRY 8300 GREENSBORO DRIVE SUITE 800 MCLEAN, VA 22102	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
VICTORIA INTERNATIONAL LTD ATTN: JERRY CURRY 8300 GREENSBORO DRIVE SUITE 800 MCLEAN, VA 22102	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
VILLAGE OF HAVERSTRAW ATTN: MAYOR MICHAEL KAHUT & VILLAGE ATTORNEY VILLAGE HALL 40 NEW MAIN STREET HAVERSTRAW, NY 10927	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
VILLAGE OF WEST HAVERSTRAW ATTN: MAYOR JOHN F. RAMUNDO, JR. & VILLAGE ATTORNEY 130 SAMSONDALE AVE WEST HAVERSTRAW, NY 10993	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
VINSON & ELKINS LLP ATTN SANFORD A WEINER 1001 FANNIN HOUSTON, TX 77002-6760	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
VIRGINIA ELECTRIC & POWER COMPANY (DBA VIRGINIA POWER) ATTN: JOAN ARMSTRONG 5000 DOMINON BLVD. GLEN ALLEN, VA 23060	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
VIRGINIA ELECTRIC & POWER COMPANY (DBA VIRGINIA POWER) ATTN JOAN ARMSTRONG 5000 DOMINON BLVD GLEN ALLEN, VA 23060	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
VIRGINIA POWER ENERGY MARKETING INC ATTN: DIRECTOR, CREDIT RISK MANAGEMENT 120 TREDEGAR ST. DC3 RICHMOND, VA 23219	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
VIRGINIA POWER ENERGY MARKETING, INC. 120 TREDEGAR STREET RICHMOND, VA 23219	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
VITOL HOLDING B.V. ATTN: MANAGING DIRECTOR BOULEVARD DU PONT D'ARVE 28 PO BOX 384 GENEVA 4 1211 SWITZERLAND	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
VITOL HOLDING B.V. ATTN: MANAGING DIRECTOR K.P. VAN DER MANDELELAAN 130 ROTTERDAM 3062 MB THE NETHERLANDS	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
VITOL INC 1100 LOUISIANA ST STE 5500 HOUSTON, TX 77002-5255	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
VMAC ENERGY I LLC ATTN: OPERATIONS FIFTY-FIVE FIFTH AVENUE NEW YORK, NY 10003	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WASHINGTON DTDN GAS ENERGY SERVICES INC 13865 SUNRISE VALLEY DRIVE SUITE 200 HERNDON, VA 20171	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WASHINGTON GAS ENERGY SERVICES INC ATTN: VICE PRESIDENT - OPERATIONS 13865 SUNRISE VALLEY DRIVE SUITE 200 HERNDON, VA 20171	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WASHINGTON GAS ENERGY SERVICES INC C/O WGL HOLDINGS INC ATTN: RISK ANALYSIS & MITIGATION 101 CONSTITUTION AVE., NW WASHINGTON, DC 20080	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WASHINGTON GAS LIGHT COMPANY 101 CONSTITUTION AVENUE NW WASHINGTON, DC 20080	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WASHINGTON GAS LIGHT COMPANY ATTN: ENERGY ACQUISITIONS - GAS SOURCING AND PLANNING 6801 INDUSTRIAL ROAD SPRINGFIELD, VA 22151	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WASHINGTON GAS LIGHT COMPANY ATTN: RISK ANALYSIS & MITIGATION 101 CONSTITUTION AVE., NW WASHINGTON, DC 20080	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WASHINGTON GAS LIGHT COMPANY P.O. BOX 37747 PHILADELPHIA, PA 19101-5047	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY ATTN: TREASURER 600 FIFTH STREET NW WASHINGTON, DC 20001	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WASTE MANAGEMENT NATIONAL SERVICES INC ATTN: DALE DAVIS P.O. BOX 930580 ATLANTA, GA 31193-0580	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WASTE MANAGEMENT NATIONAL SERVICES INC PO BOX 930580 ATLANTA, GA 31193-0580	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

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**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
WASTE MANAGEMENT NATIONAL SERVICES PO BOX 930580 ATLANTA, GA 31193-0580	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WAYPOINT ANALYTICAL MISSISSIPPI INC 235 HIGHPOINT DRIVE RIDGELAND, MS 39157-6018	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WAYPOINT ANALYTICAL MISSISSIPPI INC; ARGUS ANALYTICAL LABORATORIES 235 HIGHPOINT DRIVE RIDGELAND, MS 39157-6018	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WELLINGTON MANAGEMENT COMPANY LLC ATTN: STEVEN M HOFFMAN, MANAGING DIRECTOR & COUNSEL	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WELLS FARGO BANK NATIONAL ASSOCIATION SUCCESSOR INDENTURE TRUSTEE MAC #N9303-120 SIXTH STREET AND MARQUETTE AVENUE MINNEAPOLIS, MN 55479	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WERNER/CAMS C/O BRADLEY ARANT BOULT CUMMINGS LLP DAVID OWEN	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WESTERN RESERVE WATER SYSTEMS INC 2912 BROADWAY AVE CLEVELAND, OH 44115	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WESTERN RESERVE WATER SYSTEMS INC 2912 BROADWAY AVENUE CLEVELAND, OH 44115	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WESTERN RESERVE WATER SYSTEMS INC 4133 EAST 49TH STREET CLEVELAND, OH 44105-3267	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WESTERN STATES WHOLESALE NATURAL GAS ANTITRUST LITIGATION KELLEY DRYE & WARREN LLP ATTN: MARK ROBECK 3050 K STREET, N.W. , SUITE 400 WASHINGTON, DC 20007-5108	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WGL ENERGY SERVICES, INC. 8614 WESTWOOD CENTER DRIVE SUITE 1200 VIENNA, VA 22182-2260	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WGL HOLDINGS, INC ATTN: ANTHONY M. NEE 101 CONSTITUTION AVE NW WASHINGTON, DC 20080	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims, Defenses, Cross-claims, and Counter-claims Related to Litigation and Possible Litigation**

<b>Name of Counterparty</b>	<b>Nature</b>
WHEELING & LAKE ERIE RAILWAY COMPANY 100 EAST FIRST STREET BREWSTER, OH 44613	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WHITE AND WILLIAMS LLP ATTN: JOHN W PAUCIULO ONE LIBERTY PL STE 1800 PHILIDELPHIA, PA 19103	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WILLIAMS FIELD SERVICE COMPANY (AGENT FOR WILLIAMS GAS PROCESSING COMPANY) ATTN LISA BENNETT ONE WILLIAMS CENTER TULSA, OK 74172	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WILLIAMS FIELD SERVICE COMPANY (AGENT FOR WILLIAMS GAS PROCESSING COMPANY) ATTN LISA BENNETT PO BOX 645 MD WRC 3-3 TULSA, OK 74101-0645	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WILLIS GROUP LLC 14906 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693-0149	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WINTHROP, STIMSON, PUTNAM & ROBERTS ATTN: MICHAEL F. CUSICK ONE BATTERY PARK PLAZA NEW YORK, NY	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation
WINTHROP, STIMSON, PUTNAM & ROBERTS ATTN: MICHAEL F. CUSICK ONE BATTERY PARK PLAZA NEW YORK, NY 10006	Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

## EXHIBIT L(iii)

### Claims Related to Deposits, Adequate Assurance Postings, and Other Collateral Postings

Exhibit L(iii) includes Entities for which the Debtors have posted any security deposits, adequate assurance payment or any other type of deposit or collateral. Unless otherwise released under Article IX of the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all postings of a security deposit, adequate assurance payment, or any other type of deposit or collateral, regardless of whether such Entity on Exhibit L(iii).<sup>1</sup> Additionally, on or around July 28, 2017, each of the Debtors filed its Schedules, which included, among other things, claims and Causes of Action each of the Debtors had reflected as a liability on its books and records. The Debtors expressly reserve all claims and Causes of Action against any Entity listed on Schedule A/B, Schedule D, Schedule E, and Schedule F of each Debtor to the extent such Entities owe or may in the future owe money to the Debtors, the Reorganized Debtors, or Reorganized GenOn. Furthermore, unless otherwise released under Article IX of the Plan, the Debtors expressly reserve all Causes of Action against or related to all Entities who assert or may assert that the Debtors, the Reorganized Debtors, or Reorganized GenOn owe money to them.

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<sup>1</sup> For the avoidance of doubt, the Debtors reserve all rights with respect to any deposit provided in accordance with the *Order (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors' Proposed Procedures for Resolving Additional Assurance Requests, and (IV) Granting Related Relief* [Docket No. 59] or otherwise provided as "adequate assurance of payment" (as that term is used by section 366 of the Bankruptcy Code).

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Deposits, Adequate Assurance Postings and Other Collateral Postings**

<b>Name of Counterparty</b>	<b>Nature</b>
4 COUNTY ELECTRIC POWER ASSOCIATION PO BOX 9602 COLUMBUS, MS 39705-9602	Claims related to Deposits, Adequate Assurance postings and other collateral postings
ALEXANDRIA RENEW ENTERPRISES CITY ALEXANDRIA VA SANITATION AUTHO ALEXANDRIA, VA 22313-6428	Claims related to Deposits, Adequate Assurance postings and other collateral postings
ALLEGHENY POWER 800 CABIN HILL DRIVE GREENSBURG, PA 15606-0001	Claims related to Deposits, Adequate Assurance postings and other collateral postings
ALLEGHENY VALLEY JOINT SEWAGE AUTHORITY PO BOX 158 CHESWICK, PA 15024-0158	Claims related to Deposits, Adequate Assurance postings and other collateral postings
AMERICAN MESSAGING PO BOX 5749 CAROL STREAM, IL 60197-5749	Claims related to Deposits, Adequate Assurance postings and other collateral postings
AMERICAN TOWER MANAGEMENT LLC PO BOX 7247 PHILADELPHIA, PA 19170-0001	Claims related to Deposits, Adequate Assurance postings and other collateral postings
AVON LAKE MUNICIPAL UTILITIES 201 MILLER ROAD AVON LAKE, OH 44012-1004	Claims related to Deposits, Adequate Assurance postings and other collateral postings
BOROUGH OF SPRINGDALE 325 SCHOOL STREET SPRINGDALE, PA 15144-1343	Claims related to Deposits, Adequate Assurance postings and other collateral postings
BP CORP NORTH AMERICA 550 WESTLAKE PARK BLVD. HOUSTON, TX 77079	Claims related to Deposits, Adequate Assurance postings and other collateral postings
BROOKVILLE MUNICIPAL AUTHORITY 18 WESTERN AVE STE A BROOKVILLE, PA 15825-1540	Claims related to Deposits, Adequate Assurance postings and other collateral postings
BURRTEC 900 CHERRY AVE FONTANA, CA 92335-5202	Claims related to Deposits, Adequate Assurance postings and other collateral postings
CARMEUSE RAIL CAR 11 Stanwix St 11th Floor Pittsburgh, PA 15222	Claims related to Deposits, Adequate Assurance postings and other collateral postings
CHINO BASIN WATERMASTER 9641 SAN BERNARDINO ROAD RANCHO CUCAMONGA, CA 91730-2738	Claims related to Deposits, Adequate Assurance postings and other collateral postings



**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Deposits, Adequate Assurance Postings and Other Collateral Postings**

<b>Name of Counterparty</b>	<b>Nature</b>
CITY OF OXNARD 214 SOUTH C STREET OXNARD, CA 93030-5712	Claims related to Deposits, Adequate Assurance postings and other collateral postings
CITY OF PITTSBURG 65 CIVIC AVENUE PITTSBURG, CA 94565-3814	Claims related to Deposits, Adequate Assurance postings and other collateral postings
CONSOLIDATED COMMUNICATIONS PO BOX 66523 SAINT LOUIS, MO 63166-6523	Claims related to Deposits, Adequate Assurance postings and other collateral postings
DEER CREEK DRAINAGE BASIN AUTHORITY PO BOX 148 RUSSELLTON, PA 15076-0148	Claims related to Deposits, Adequate Assurance postings and other collateral postings
DUKE ENERGY DUKE ENERGY FLORIDA CHARLOTTE, NC 28201-1004	Claims related to Deposits, Adequate Assurance postings and other collateral postings
DUQUESNE LIGHT COMPANY PO BOX 1280 PITTSBURGH, PA 15230-1280	Claims related to Deposits, Adequate Assurance postings and other collateral postings
ENERGY AMERICA 1100 LOUISIANA STREET SUITE 58 HOUSTON, TX 77002-5227	Claims related to Deposits, Adequate Assurance postings and other collateral postings
EVERSOURCE ENERGY NSTAR ELECTRIC COMPANY DALLAS, TX 75266-0369	Claims related to Deposits, Adequate Assurance postings and other collateral postings
FAIRFAX WATER FAIRFAX COUNTY WATER AUTHORITY FAIRFAX, VA 22031-2218	Claims related to Deposits, Adequate Assurance postings and other collateral postings
FIRST ENERGY ATTN: NANCY KRAMER - ACCOUNTING READING, PA 19612-6001	Claims related to Deposits, Adequate Assurance postings and other collateral postings
FLORIDA GAS TRANSMISSION 1300 MAIN STREET HOUSTON, TX 77002	Claims related to Deposits, Adequate Assurance postings and other collateral postings
FRENCH CAMP WATER ASSOC. PO BOX 43 FRENCH CAMP, MS 39745-0043	Claims related to Deposits, Adequate Assurance postings and other collateral postings
GETTYSBURG MUNICIPAL AUTHORITY PO BOX 3307 GETTYSBURG, PA 17325-2355	Claims related to Deposits, Adequate Assurance postings and other collateral postings

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Deposits, Adequate Assurance Postings and Other Collateral Postings**

<b>Name of Counterparty</b>	<b>Nature</b>
GOLETA WATER DISTRICT 4699 HOLLISTER AVENUE SANTA BARBARA, CA 93110-1949	Claims related to Deposits, Adequate Assurance postings and other collateral postings
INLAND EMPIRE ENERGY CENTER 26226 ANTELOPE ROAD MENIFEE, CA 92585-8739	Claims related to Deposits, Adequate Assurance postings and other collateral postings
INLAND EMPIRE PO BOX 2650 CHINO HILLS, CA 91709-0089	Claims related to Deposits, Adequate Assurance postings and other collateral postings
MATTOON SEWER AND WATER DEPTS PO BOX 99 MATTOON, IL 61938-0099	Claims related to Deposits, Adequate Assurance postings and other collateral postings
MET ED PO BOX 3687 AKRON, OH 44309-3687	Claims related to Deposits, Adequate Assurance postings and other collateral postings
MIDWEST ISO 701 City Center Drive Carmel, IN 46032	Claims related to Deposits, Adequate Assurance postings and other collateral postings
MOJAVE BASIN AREA WATERMASTER 13846 CONFERENCE CENTER DRIVE APPLE VALLEY, CA 92307-4377	Claims related to Deposits, Adequate Assurance postings and other collateral postings
MOJAVE PIPELINE COMPANY PO BOX 1087 COLORADO SPRINGS, CO 80944	Claims related to Deposits, Adequate Assurance postings and other collateral postings
MUNICIPAL AUTHORITY PO BOX 73 OAKMONT, PA 15139-0073	Claims related to Deposits, Adequate Assurance postings and other collateral postings
NATIONAL FUEL DISTRIBUTION CORP ATTN: REMITTANCE PROCESS PITTSBURGH, PA 15250-7835	Claims related to Deposits, Adequate Assurance postings and other collateral postings
NATIONAL FUEL GAS DIST. CORP 6363 MAIN STREET WILLIAMSVILLE, NY 14221-5855	Claims related to Deposits, Adequate Assurance postings and other collateral postings
NEW ENGLAND ISO 1 SULLIVAN ROAD HOLYOKE, MA 01040-2841	Claims related to Deposits, Adequate Assurance postings and other collateral postings
NEW KENSINGTON MUNICIPAL AUTHORITY 920 BARNES STREET NEW KENSINGTON, PA 15068-6207	Claims related to Deposits, Adequate Assurance postings and other collateral postings
NEW YORK DEPOSIT	Claims related to Deposits, Adequate Assurance postings and other collateral postings

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Deposits, Adequate Assurance Postings and Other Collateral Postings**

<b>Name of Counterparty</b>	<b>Nature</b>
NEXTERRA ENERGY 700 UNIVERSE BLVD JUNO BEACH, FL 33408-2657	Claims related to Deposits, Adequate Assurance postings and other collateral postings
NV ENERGY, INC P.O. Box 30093 Reno, NV 89520	Claims related to Deposits, Adequate Assurance postings and other collateral postings
NYISO 10 KREY BOULEVARD RENSELAER, NY 12144	Claims related to Deposits, Adequate Assurance postings and other collateral postings
OHIO EDISON COMPANY PO BOX 3612 AKRON, OH 44309-3612	Claims related to Deposits, Adequate Assurance postings and other collateral postings
ORANGE AND ROCKLAND 390 WEST ROUTE 59 SPRING VALLEY, NY 10977-5320	Claims related to Deposits, Adequate Assurance postings and other collateral postings
PACIFIC GAS & ELECTRIC COMPANY 885 EMBARCADERO DRIVE SACRAMENTO, CA 95899-7300	Claims related to Deposits, Adequate Assurance postings and other collateral postings
PENELEC PO BOX 3612 AKRON, OH 44309-3612	Claims related to Deposits, Adequate Assurance postings and other collateral postings
PENN POWER PO BOX 3612 AKRON, OH 44309-3612	Claims related to Deposits, Adequate Assurance postings and other collateral postings
PENNSYLVANIA AMERICAN WATER CO PO BOX 371412 PITTSBURGH, PA 15250-7412	Claims related to Deposits, Adequate Assurance postings and other collateral postings
PEOPLES TOWNSHIP LLC LDC FUNDING LLC PITTSBURGH, PA 15274-7105	Claims related to Deposits, Adequate Assurance postings and other collateral postings
PILOT POWER GROUP INC. 8910 UNIVERSITY CENTER LN STE 520 SAN DIEGO, CA 92122-1029	Claims related to Deposits, Adequate Assurance postings and other collateral postings
PURE WATER TECHNOLOGY PURE HEALTH SOLUTIONS INC CINCINNATI, OH 45274-2647	Claims related to Deposits, Adequate Assurance postings and other collateral postings
SAN FRANCISCO PUBLIC UTILITIES COMM PO BOX 7369 SAN FRANCISCO, CA 94120-7369	Claims related to Deposits, Adequate Assurance postings and other collateral postings
SANDWICH WATER DISTRICT PO BOX 600 SANDWICH, MA 02563-0600	Claims related to Deposits, Adequate Assurance postings and other collateral postings

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Deposits, Adequate Assurance Postings and Other Collateral Postings**

<b>Name of Counterparty</b>	<b>Nature</b>
SHELL ENERGY NORTH AMERICA 909 2 HOUSTON CTR FANNIN HOUSTON, TX 77007	Claims related to Deposits, Adequate Assurance postings and other collateral postings
SMECO PO BOX 62261 BALTIMORE, MD 21264-2261	Claims related to Deposits, Adequate Assurance postings and other collateral postings
SOUTHERN CALIFORNIA EDISON 2244 WALNUT GROVE AVE. ROSEMEAD, CA 91770	Claims related to Deposits, Adequate Assurance postings and other collateral postings
SOUTHERN CALIFORNIA GAS COMPANY PO BOX C MONTEREY PARK, CA 91756-0001	Claims related to Deposits, Adequate Assurance postings and other collateral postings
SOUTHWEST BUSINESS CORP 9311 SAN PEDRO AVENUE 600 SAN ANTONIO, TX 78216-4459	Claims related to Deposits, Adequate Assurance postings and other collateral postings
SUEZ WATER NEW YORK PO BOX 371804 PITTSBURGH, PA 15250-7804	Claims related to Deposits, Adequate Assurance postings and other collateral postings
TENNESSEE VALLEY AUTHORITY 1101 MARKET STREET MR1D CHATTANOOGA, TN 37402-2881	Claims related to Deposits, Adequate Assurance postings and other collateral postings
THE ILLUMINATING COMPANY PO BOX 3612 AKRON, OH 44309-3612	Claims related to Deposits, Adequate Assurance postings and other collateral postings
THE POTOMAC EDISON COMPANY PO BOX 3615 AKRON, OH 44309-3615	Claims related to Deposits, Adequate Assurance postings and other collateral postings
TRAILBLAZER PIPELINE ONE ALLEN CENTER STE 1000 500 DALLAS ST HOUSTON, TX 77002	Claims related to Deposits, Adequate Assurance postings and other collateral postings
TRINITY RAIL CAR 2525 Stemmon Freeway Dallas, TX 75207	Claims related to Deposits, Adequate Assurance postings and other collateral postings
UNION PACIFIC 1400 DOUGLAS STREET STOP 1720 OMAHA, NE 68179-1720	Claims related to Deposits, Adequate Assurance postings and other collateral postings
UNITED ELECTRIC COOPERATIVE, INC. PO BOX 688 DU BOIS, PA 15801-0688	Claims related to Deposits, Adequate Assurance postings and other collateral postings

## GenOn Energy, Inc.

Retained Causes of Action

### Claims Related to Deposits, Adequate Assurance Postings and Other Collateral Postings

<b>Name of Counterparty</b>	<b>Nature</b>
VIRGINIA AMERICAN WATER COMPANY PO BOX 371880 PITTSBURGH, PA 15250-7880	Claims related to Deposits, Adequate Assurance postings and other collateral postings
WEST PENN POWER A FIRST ENERGY COMPANY AKRON, OH 44309-3687	Claims related to Deposits, Adequate Assurance postings and other collateral postings
WGL MIDSTREAM FKA Capitol Energy Ventures Corp 101 Constitution NW Washington, DC 20080	Claims related to Deposits, Adequate Assurance postings and other collateral postings

**EXHIBIT L(iv)**

Claims Related to Tax Refunds

Exhibit L(iv) includes Entities that owe or that may in the future owe money related to tax refunds or tax credits to the Debtors or Reorganized Debtors or who assert or may assert that the Debtors or Reorganized Debtors owe taxes to them. Unless otherwise released under Article IX of the Plan, the Debtors expressly reserve all Causes of Action against or related to all Entities that owe or that may in the future owe money related to tax refunds or credits to the Debtors, the Reorganized Debtors, or Reorganized GenOn, or who assert or may assert that the Debtors, Reorganized Debtors, or Reorganized GenOn owe taxes to them regardless of whether such Entity is included on Exhibit L(iv). Additionally, on or around July 28, 2017, each of the Debtors filed its Schedules, which included, among other things, claims and Causes of Action each of the Debtors had reflected as a liability on its books and records. The Debtors expressly reserve all claims and Causes of Action against any Entity listed on Schedule A/B, Schedule D, Schedule E, and Schedule F of each Debtor to the extent such Entities owe or may in the future owe money to the Debtors, the Reorganized Debtors, or Reorganized GenOn. Furthermore, unless otherwise released under Article IX of the Plan, the Debtors expressly reserve all Causes of Action against or related to all Entities who assert or may assert that the Debtors, the Reorganized Debtors, or Reorganized GenOn owe money to them.

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Tax Refunds or Credits**

<b>Name of Counterparty</b>	<b>Nature</b>
AASD RE TAXES P.O. BOX 637 WELLSBORO, PA 16901-0637	Claims Related to Tax Refunds or Credits
ALDINE ISD TAX OFFICE 14909 ALDINE WESTFIELD RD HOUSTON, TX 77032-3027	Claims Related to Tax Refunds or Credits
ALEXANDRIA CITY TAX COLLECTOR P.O. BOX 34901 ALEXANDRIA, VA 22334-0901	Claims Related to Tax Refunds or Credits
ALLEGHENY COUNTY HEALTH DEPARTMENT 301 39TH STREET BLDG 7 PITTSBURGH, PA 15201-1811	Claims Related to Tax Refunds or Credits
ALLEGHENY COUNTY TREASURER 436 GRANT STREET PITTSBURGH, PA 15219-2497	Claims Related to Tax Refunds or Credits
ALLEGHENY VALLEY JOINT SEWAGE AUTHORITY 2400 FREEPORT ROAD PITTSBURGH, PA 15238	Claims Related to Tax Refunds or Credits
ATHENS TWP COLLECTOR (BRADFORD) ATTN: GINGER KINNER 712 RIVERSIDE DR ATHENS, PA 18810	Claims Related to Tax Refunds or Credits
BANGOR BOR COLLECTOR (NORTHAMPTON) ATTN: BRENDA VALLETTA 980 CHESTNUT ST BANGOR, PA 18013	Claims Related to Tax Refunds or Credits
BAY AREA AIR QUALITY MANAGEMENT DISTRICT C/O WAYNE KINO 939 ELLIS ST SAN FRANCISCO, CA 94109-7714	Claims Related to Tax Refunds or Credits
BELVIDERE TOWNSHIP TAX COLLECTOR (WARREN) 691 WATER STREET BELVIDERE, NJ 07823	Claims Related to Tax Refunds or Credits
BERKHEIMER TAX ADMINISTRATOR - BANGOR 50 NORTH 7TH STREET BANGOR, PA 18013	Claims Related to Tax Refunds or Credits
BERKS COUNTY SOLID WASTE AUTHORITY 2561 BERNVILLE ROAD READING, PA 19605-9611	Claims Related to Tax Refunds or Credits

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Tax Refunds or Credits**

<b>Name of Counterparty</b>	<b>Nature</b>
BRADFORD TOWNSHIP COLLECTOR (CLEARFIELD) 2289 BARRETT ROAD SUITE A WOODLAND, PA 16881	Claims Related to Tax Refunds or Credits
BROOKVILLE BOR COLLECTOR (JEFFERSON) 18 WESTERN AVENUE BROOKVILLE, PA 15825	Claims Related to Tax Refunds or Credits
CALIFORNIA - FRANCHISE TAX BOARD P.O. BOX 942857 SACRAMENTO, CA 94257	Claims Related to Tax Refunds or Credits
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH 1390 MARKET STREET SUITE 210 SAN FRANCISCO, CA 94102	Claims Related to Tax Refunds or Credits
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH HEALTH SERVICES RADIOLOGIC HEALTH B PO BOX 997414 SACRAMENTO, CA 95899-7414	Claims Related to Tax Refunds or Credits
CALIFORNIA DEPT OF FISH AND WILDLIFE 1416 NINTH STREET SUITE 1260 SACRAMENTO, CA 95814-5511	Claims Related to Tax Refunds or Credits
CARLA GARIA, TAX COLLECTOR 395 KEPPLER ROAD SARVER, PA 16055-9318	Claims Related to Tax Refunds or Credits
CATHARINE TOWNSHIP COLLECTOR (BLAIR) 1602 YELLOW SPRINGS DRIVE WILLIAMSBURG, PA 16693	Claims Related to Tax Refunds or Credits
CENTRAL TAX BUREAU OF PA 20 EMERSON LANE SUITE 905 BRIDGEVILLE, PA 15017-3464	Claims Related to Tax Refunds or Credits
CHARLES COUNTY COMMISSIONERS P.O. BOX 2150 LA PLATA, MD 20646-3580	Claims Related to Tax Refunds or Credits
CHARLES COUNTY TAX COLLECTOR 200 BALTIMORE ST P.O. BOX 2607 LA PLATA, MD 20646	Claims Related to Tax Refunds or Credits
CHOCTAW COUNTY TAX COLLECTOR CHOCTAW COUNTY COURTHOUSE P.O. BOX 907ACKERMAN, MS 39735-0907	Claims Related to Tax Refunds or Credits



**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Tax Refunds or Credits**

<b>Name of Counterparty</b>	<b>Nature</b>
CHOCTAW COUNTY TAX COLLECTOR P.O. BOX 907 ACKERMAN, MS 39735-0907	Claims Related to Tax Refunds or Credits
CITY OF DEER PARK 710 E. SAN AUGUSTINE DEER PARK, TX 77536	Claims Related to Tax Refunds or Credits
CITY OF PITTSBURGH OCCUPATION TAX P O BOX 642606 PITTSBURGH, PA 15264-2606	Claims Related to Tax Refunds or Credits
COLTS NECK TOWNSHIP TAX COLLECTOR (MONMOUTH) 124 CEDAR DRIVE COLTS NECK, NJ 07722	Claims Related to Tax Refunds or Credits
COMMONWEALTH OF PA CLEAN AIR FUND 400 WATERFRONT DRIVE PITTSBURGH, PA 15222-4741	Claims Related to Tax Refunds or Credits
COMMONWEALTH OF PENNSYLVANIA 1306 LABOR & INDUSTRY BUILDING 651 BOAS STREET HARRISBURG, PA 17121	Claims Related to Tax Refunds or Credits
COMMONWEALTH OF PENNSYLVANIA TAX LITIGATION SECTION OFFICE OF THE ATTORNEY GENERAL 15TH FLOOR HARRISBURG, PA 17120	Claims Related to Tax Refunds or Credits
COMPTROLLER OF MARYLAND 110 CARROL ST ANNAPOLIS, MD 21411-0001	Claims Related to Tax Refunds or Credits
COMPTROLLER OF MARYLAND REVENUE ADMINISTRATION DIVISION 110 CARROL ST ANNAPOLIS, MD 21411-0001	Claims Related to Tax Refunds or Credits
COMPTROLLER OF MARYLAND REVENUE ADMINISTRATION DIVISION PO BOX 17405 BALTIMORE, MD 21297-1405	Claims Related to Tax Refunds or Credits
COMPTROLLER OF PUBLIC ACCOUNTS PO BOX 149355 AUSTIN, TX 78714-9355	Claims Related to Tax Refunds or Credits
CONEWANGO TOWNSHIP COLLECTOR (WARREN) 432 WEILER ROAD WARREN, PA 16365	Claims Related to Tax Refunds or Credits

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Tax Refunds or Credits**

<b>Name of Counterparty</b>	<b>Nature</b>
CONNEAUT TOWNSHIP COLLECTOR (ERIE) 11330 HILLTOP ROAD ALBION, PA 16401	Claims Related to Tax Refunds or Credits
CONTRA COSTA COUNTY TAX COLLECTOR P.O. BOX 7002 SAN FRANCISCO, CA 94120-7002	Claims Related to Tax Refunds or Credits
COVINGTON TOWNSHIP COLLECTOR (TIOGA) 3249 CHERRY FLATS ROAD COVINGTON, PA 16917	Claims Related to Tax Refunds or Credits
CRESCENT TOWNSHIP COLLECTOR (ALLEGHENY) P.O. BOX 65 CRESCENT, PA 15046	Claims Related to Tax Refunds or Credits
CUMRU TOWNSHIP COLLECTOR (BERKS) 94 HORSESHOE LANE READING, PA 19607	Claims Related to Tax Refunds or Credits
DEBORAH JOBES, TAX COLLECTOR 102 CRAMER AVE BENTLEYVILLE, PA 15314	Claims Related to Tax Refunds or Credits
DELAWARE RIVER BASIN COMMISSION 25 COSEY ROAD WEST TRENTON, NJ 08628-0360	Claims Related to Tax Refunds or Credits
DELAWARE SECRETARY OF STATE 820 NORTH FRENCH STREET BLOOMINGTON, DE 19801	Claims Related to Tax Refunds or Credits
DUPAGE COUNTY COLLECTOR 421 N. COUNTY FARM ROAD WHEATON, IL 60187-3978	Claims Related to Tax Refunds or Credits
EAST WHEATFIELD TWP COLLECTOR (INDIANA) 161 ROPERS VIEW ROAD VINTONDALE, PA 15961	Claims Related to Tax Refunds or Credits
FLORIDA DEPARTMENT OF REVENUE 5050 W TENNESSEE ST TALLAHASSEE, FL 32399-0100	Claims Related to Tax Refunds or Credits
FLORIDA DEPT OF ENVIROMENTAL PROTECTION 3900 COMMONWEALTH BOULEVARD M.S. 49 TALLAHASSEE, FL 32399	Claims Related to Tax Refunds or Credits
GEORGIA DEPARTMENT OF REVENUE 1800 CENTURY BLVD ATLANTA, GA 30345	Claims Related to Tax Refunds or Credits

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Tax Refunds or Credits**

<b>Name of Counterparty</b>	<b>Nature</b>
GEORGIA DEPARTMENT OF REVENUE SALES AND USE TAX RETURN PO BOX 105408 ATLANTA, GA 30348-5408	Claims Related to Tax Refunds or Credits
GOSHEN TOWNSHIP COLLECTOR (CLEARFIELD) P.O. BOX 175 SHAWVILLE, PA 16873	Claims Related to Tax Refunds or Credits
HAMILTON TWP COLLECTOR (ADAMS) 65 BOY SCOUT ROAD NEW OXFORD, PA 17350	Claims Related to Tax Refunds or Credits
HARRIS COUNTY TAX ASSESSOR-COLLECTOR 1001 PRESTON ST. PO BOX 4622 HOUSTON, TX 77253-3547	Claims Related to Tax Refunds or Credits
HAVERSTRAW TOWN TAX COLLECTOR (ROCKLAND) 1 ROSMAN ROAD GARNERVILLE, NY 10923	Claims Related to Tax Refunds or Credits
HAVERSTRAW VILLAGE TAX COLLECTOR (ROCKLAND) 40 NEW MAIN STREET HAVERSTRAW, NY 10927	Claims Related to Tax Refunds or Credits
HAVERSTRAW-STONY POINT CS (ROCKLAND) 65 CHAPEL STREET GARNERVILLE, NY 10923-1238	Claims Related to Tax Refunds or Credits
HIGHLAND TOWNSHIP COLLECTOR (ADAMS) 745 KNOXLYN ROAD GETTYSBURG, PA 17325	Claims Related to Tax Refunds or Credits
HOLLAND TOWNSHIP TAX COLLECTOR (HUNTERDON) 61 CHURCH ROAD MILFORD, NJ 08848-1811	Claims Related to Tax Refunds or Credits
HOPEWELL TOWNSHIP COLLECTOR (YORK) 23 BALLAST LANE STEWARTSTOWN, PA 17363	Claims Related to Tax Refunds or Credits
HOPEWELL TOWNSHIP TAX COLLECTOR (MERCER) 201 WASHINGTON CROSSING TITUSVILLE, NJ 08560	Claims Related to Tax Refunds or Credits
ILLINOIS DEPARTMENT OF REVENUE RETAILERS' OCCUPATION TAX SPRINGFIELD, IL 62776-0001	Claims Related to Tax Refunds or Credits
ILLINOIS ENVIRONMENTAL PROTECTION 1021 NORTH GRAND AVE. EAST SPRINGFIELD, IL 62794	Claims Related to Tax Refunds or Credits

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Tax Refunds or Credits**

<b>Name of Counterparty</b>	<b>Nature</b>
INDEPENDENCE TOWNSHIP TAX COLLECTOR (WARREN) 286 RTE 46 WEST GREAT MEADOWS, NJ 07838	Claims Related to Tax Refunds or Credits
INDIANA TOWNSHIP COLLECTOR (ALLEGHENY) 2505 MIDDLE ROAD GLENSHAW, PA 15116	Claims Related to Tax Refunds or Credits
JEFFERSON HILLS BOR COLLECTOR (ALLEGHENY) P.O. BOX 826 JEFFERSON HILLS, PA 15025-0826	Claims Related to Tax Refunds or Credits
JOYCE A EWING, TAX COLLECTOR 201 STONEY HILL ROAD NEW KENSINGTON, PA 15068-7251	Claims Related to Tax Refunds or Credits
KENTUCKY DEPARTMENT OF REVENUE 501 HIGH STREET FRANKFORT, KY 40601	Claims Related to Tax Refunds or Credits
KEYSTONE COLLECTIONS GROUP 546 WENDEL ROAD IRWIN, PA 15642	Claims Related to Tax Refunds or Credits
LAWRENCE COUNTY TREASURER LAWRENCE CO. GOVERNMENT CENTER NEW CASTLE, PA 16101-3593	Claims Related to Tax Refunds or Credits
LEBANON CO. EIT BUREAU TAX COLLECTOR P O BOX 723 LEBANON, PA 17042-0723	Claims Related to Tax Refunds or Credits
LEBANON TOWNSHIP TAX COLLECTOR (HUNTERDON) 530 WEST HILL ROAD GLEN GARDNER, NJ 08826-3259	Claims Related to Tax Refunds or Credits
LORAIN COUNTY (AVON LAKE) J GRANT KEYS ADMIN. BLDG. 226 MIDDLE AVENUE ELYRIA, OH 44035	Claims Related to Tax Refunds or Credits
LORAIN COUNTY TREASURER J GRANT KEYS ADMIN. BLDG. ELYRIA, OH 44035	Claims Related to Tax Refunds or Credits
LOWER SAUCON TOWNSHIP - REAL ESTATE TAX P.O. BOX 22470 LEHIGH VALLEY, PA 18002-2470	Claims Related to Tax Refunds or Credits
MANSFIELD TOWNSHIP TAX COLLECTOR 100 PORT MURRAY ROAD PORT MURRAY, NJ 07865	Claims Related to Tax Refunds or Credits

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Tax Refunds or Credits**

<b>Name of Counterparty</b>	<b>Nature</b>
MARYLAND DEPT OF AGRICULTURE 500 HARRY S. TRUMAN PARKWAY ANNAPOLIS, MD 21401	Claims Related to Tax Refunds or Credits
MARYLAND DEPT OF THE ENVIRONMENT 1800 WASHINGTON BLVD. BALTIMORE, MD 21230-1701	Claims Related to Tax Refunds or Credits
MASSACHUSETTS DEPT OF REVENUE PO BOX 7012 BOSTON, MA 02204-7012	Claims Related to Tax Refunds or Credits
MASSACHUSETTS DEPT OF REVENUE PO BOX 7044 BOSTON, MA 02204	Claims Related to Tax Refunds or Credits
MATTOON SEWER AND WATER DEPT 208 NORTH 19TH STREET MATTOON, IL 61938	Claims Related to Tax Refunds or Credits
MICHIGAN DEPARTMENT OF TREASURY PO BOX 30401 LANSING, MI 48909-7901	Claims Related to Tax Refunds or Credits
MIDDLE SMITHFIELD TOWNSHIP COLLECTOR (MONROE) 326 FRUTCHEY DRIVE EAST STROUDSBURG, PA 18302	Claims Related to Tax Refunds or Credits
MISSISSIPPI DEPARTMENT OF REVENUE P.O. BOX 1033 JACKSON, MS 39215	Claims Related to Tax Refunds or Credits
MISSISSIPPI DEPARTMENT OF REVENUE P.O. BOX 960 JACKSON, MS 39205	Claims Related to Tax Refunds or Credits
MONTGOMERY COUNTY TAX COLLECTOR 255 ROCKVILLE PIKE STE L15 ROCKVILLE, MD 20850	Claims Related to Tax Refunds or Credits
NEW JERSEY - DIVISION OF TAXATION 50 BARRACK STREET TRENTON, NJ 08646	Claims Related to Tax Refunds or Credits
NEW YORK STATE DEPT OF ENVIRONMENTAL CONSERVATION ALBANY, NY 12233	Claims Related to Tax Refunds or Credits
NORTHAMPTON COUNTY TREASURER 669 WASHINGTON STREET ROOM 2132 EASTON, PA 18042	Claims Related to Tax Refunds or Credits

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Tax Refunds or Credits**

<b>Name of Counterparty</b>	<b>Nature</b>
NYS DEPT OF TAXATION & FINANCE DEPARTMENT OF TAXATION AND FINANCE P O BOX 1414 NEW YORK, NY 10028-0011	Claims Related to Tax Refunds or Credits
NYS TAX DEPARTMENT PO BOX 1833 ALBANY, NY 12201-1833	Claims Related to Tax Refunds or Credits
OAK BLUFFS MUNICIPAL TAX COLLECTOR 56 SCHOOL STREET OAK BLUFFS, MA 02557	Claims Related to Tax Refunds or Credits
OHIO DEPARTMENT OF HEALTH 246 N. HIGH STREET COLUMBUS, OH 43215	Claims Related to Tax Refunds or Credits
OHIO REGIONAL INCOME TAX AGENCY PO BOX 89475 CLEVELAND, OH 44101	Claims Related to Tax Refunds or Credits
OSCEOLA COUNTY TAX COLLECTOR P.O. BOX 422105 KISSIMMEE, FL 34742-2105	Claims Related to Tax Refunds or Credits
PATRICIA A KEELEY, TAX COLLECTOR 100 STOTZ AVENUE PITTSBURGH, PA 15205-2893	Claims Related to Tax Refunds or Credits
PENNSYLVANIA DEPARTMENT OF REVENUE P.O. BOX 280427 HARRISBURG, PA 17128	Claims Related to Tax Refunds or Credits
PENNSYLVANIA DEPARTMENT OF REVENUE PO BOX 280901 HARRISBURG, PA 17128-0901	Claims Related to Tax Refunds or Credits
PENNSYLVANIA DEPT OF ENV PROTECTION RACHEL CARSON STATE OFFICE BUILDING HARRISBURG, PA 17101	Claims Related to Tax Refunds or Credits
PENNSYLVANIA FISH & BOAT COMMISSION 1601 ELMERTON AVENUE HARRISBURG, PA 17106-7000	Claims Related to Tax Refunds or Credits
PENNSYLVANIA HAZARDOUS MATERIAL RESPONSE FUND 651 BOSS STREET 155E LABOR & INDUSTRY HARRISBURG, PA 17106	Claims Related to Tax Refunds or Credits
PHILIPSBURG BOR COLLECTOR (CENTRE) 711 PAULINE STREET PHILIPSBURG, PA 16866	Claims Related to Tax Refunds or Credits

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Tax Refunds or Credits**

<b>Name of Counterparty</b>	<b>Nature</b>
PITTSBURGH CITY COLLECTOR (ALLEGHENY) 414 GRANT STREET 2ND FLOOR PITTSBURGH, PA 15219	Claims Related to Tax Refunds or Credits
PORTLAND BOR COLLECTOR (NORTHAMPTON) PO BOX 476 206 DIVISION ST PORTLAND, PA 18351	Claims Related to Tax Refunds or Credits
PRINCE GEORGE'S COUNTY TAX COLLECTOR P.O. BOX 17578 BALTIMORE, MD 21297-1578	Claims Related to Tax Refunds or Credits
RA GENERATION LLC 1700 BROADWAY 35TH FLOOR NEW YORK, NY 10019-5905	Claims Related to Tax Refunds or Credits
RARITAN TOWNSHIP TAX COLLECTOR ONE MUNICIPAL DRIVE FLEMINGTON, NJ 08822-1799	Claims Related to Tax Refunds or Credits
REEVES COUNTY APPRAISAL DISTRICT 403 S CYPRESS ST PECOS, TX 79772	Claims Related to Tax Refunds or Credits
REEVES COUNTY TAX ASSESSOR-COLLECTOR 424 S. CYPRESS ST P.O. BOX 700 PECOS, TX 79772	Claims Related to Tax Refunds or Credits
ROCKLAND COUNTY TAX COLLECTOR 1 SOUTH MAIN STREET SUITE 100 NEW CITY, NY 10956	Claims Related to Tax Refunds or Credits
SAINT MARY'S COUNTY TAX COLLECTOR 23150 LEONARD HALL DR LEONARDTOWN, MD 20650	Claims Related to Tax Refunds or Credits
SAN BERNARDINO COUNTY TAX COLLECTOR 268 WEST HOSPITALITY LANE SAN BERNARDINO, CA 92415-0018	Claims Related to Tax Refunds or Credits
SAN FRANCISCO COUNTY TAX COLLECTOR P.O. BOX 7426 SAN FRANCISCO, CA 94102-7426	Claims Related to Tax Refunds or Credits
SANDWICH MUNICIPAL TAX COLLECTOR P.O. BOX 1007 MEDFORD, MA 02155-0011	Claims Related to Tax Refunds or Credits
SANTA BARBARA COUNTY TAX COLLECTOR P.O. BOX 579 SANTA BARBARA, CA 93102-0579	Claims Related to Tax Refunds or Credits

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Tax Refunds or Credits**

<b>Name of Counterparty</b>	<b>Nature</b>
SANTA BARBARA COUNTY ENVIRONMENTAL HEALTH SERVICES SANTA MARIA, CA 93455-1340	Claims Related to Tax Refunds or Credits
SAYREVILLE BOROUGH TAX COLLECTOR 167 MAIN STREET SAYREVILLE, NJ 08872	Claims Related to Tax Refunds or Credits
SHELBY COUNTY TREASURER P.O. BOX 326 SHELBYVILLE, IL 62565	Claims Related to Tax Refunds or Credits
SHELDON ISD TAX OFFICE 11411 C E KING PARKWAY SUITE A HOUSTON, TX 77044-2002	Claims Related to Tax Refunds or Credits
SOLANO COUNTY TAX COLLECTOR 675 TEXAS ST FAIRFIELD, CA 94533-6337	Claims Related to Tax Refunds or Credits
SOUTH AMBOY CITY TAX COLLECTOR 140 N BROADWAY SOUTH AMBOY, NJ 08879	Claims Related to Tax Refunds or Credits
SOUTH MIDDLETON TOWNSHIP COLLECTOR (CUMBERLAND) 520 PARK DRIVE BOILING SPRINGS, PA 17007	Claims Related to Tax Refunds or Credits
SOUTHERN TIOGA SD COLLECTOR (TIOGA) P.O. BOX 306 MANSFIELD, PA 16933	Claims Related to Tax Refunds or Credits
SPRINGDALE BOR COLLECTOR (ALLEGHENY) 412 SCHOOL STREET SPRINGDALE, PA 15144	Claims Related to Tax Refunds or Credits
STATE BOARD OF EQUALIZATION P.O. BOX 942879 SACRAMENTO, CA 94279-0001	Claims Related to Tax Refunds or Credits
STATE OF NEVADA - DEPARTMENT OF TAXATION 1550 COLLEGE PARKWAY NO 115 CARSON CITY, NV 89706	Claims Related to Tax Refunds or Credits
STATE OF NEW JERSEY - DIVISION OF TAXATION REVENUE PROCESSING CENTER PO BOX 999 TRENTON, NJ 08646-0999	Claims Related to Tax Refunds or Credits



**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Tax Refunds or Credits**

<b>Name of Counterparty</b>	<b>Nature</b>
STATE OF WEST VIRGINIA STATE TAX DEPARTMENT TAX ACCOUNT ADMINISTRATION DIV. PO BOX 1826 CHARLESTON, WV 25327-1826	Claims Related to Tax Refunds or Credits
STATE WATER RESOURCES CONTROL BOARD 1001 I STREET SACRAMENTO, CA 95814	Claims Related to Tax Refunds or Credits
STONY POINT TOWN TAX COLLECTOR (ROCKLAND) 74 EAST MAIN STREET TOWN HALL STONY POINT, NY 10980	Claims Related to Tax Refunds or Credits
STRABAN TOWNSHIP COLLECTOR (ADAMS) 180 GOLDENVILLE ROAD GETTYSBURG, PA 17325	Claims Related to Tax Refunds or Credits
TAYLOR TOWNSHIP COLLECTOR (LAWRENCE) P.O. BOX 341 WEST PITTSBURG, PA 16160	Claims Related to Tax Refunds or Credits
TENNESSEE DEPARTMENT OF REVENUE ANDREW JACKSON STATE OFFICE BLDG 500 DEADERICK STREET NASHVILLE, TN 37242-0001	Claims Related to Tax Refunds or Credits
TREASURER CITY OF PITTSBURGH TAX COLLECTOR 414 GRANT ST STE 502 PITTSBURGH, PA 15219	Claims Related to Tax Refunds or Credits
TREASURER OF THE STATE OF OHIO DEPARTMENT OF TAXATION PO BOX 444 COLUMBUS, OH 43216-0444	Claims Related to Tax Refunds or Credits
TREASURER OF THE STATE OF OHIO PO BOX 16561 COLUMBUS, OH 43266-0001	Claims Related to Tax Refunds or Credits
TRUMBULL COUNTY (NILES) 160 HIGH STREET NW FL 2A WARREN, OH 44481	Claims Related to Tax Refunds or Credits
TRUMBULL COUNTY HEALTH DEPARTMENT 179 CHESTNUT AVENUE NE WARREN, OH 44483-5803	Claims Related to Tax Refunds or Credits

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Tax Refunds or Credits**

<b>Name of Counterparty</b>	<b>Nature</b>
TRUMBULL COUNTY TREASURER COUNTY ADMINISTRATION BUILDING 160 HIGH ST NW, FL 2A WARREN, OH 44481-1061	Claims Related to Tax Refunds or Credits
UNION TOWNSHIP COLLECTOR (WASHINGTON) ATTN: BERNADETTE SPEER TAX COLLECTOR 3904 FINLEYVILLE-ELRAMA ROAD SUITE 101 FINLEYVILLE, PA 15332-3011	Claims Related to Tax Refunds or Credits
UPPER MOUNT BETHEL TOWNSHIP COLLECTOR (NORTHAMPTON) 54 YE OLDE HIGHWAY MOUNT BETHEL, PA 18343	Claims Related to Tax Refunds or Credits
VENTURA COUNTY AIR POLLUTION CONTROL 669 COUNTY SQUARE DRIVE 2ND FLOOR VENTURA, CA 93003-5417	Claims Related to Tax Refunds or Credits
VENTURA COUNTY TAX COLLECTOR 800 SOUTH VICTORIA AVENUE VENTURA, CA 93009-1290	Claims Related to Tax Refunds or Credits
VIRGINIA DEPARTMENT OF TAXATION DIRECT PAYMENT PERMIT SALES AND USE TAX PO BOX 26627 RICHMOND, VA 23261-6627	Claims Related to Tax Refunds or Credits
VIRGINIA DEPARTMENT OF TAXATION PO BOX 1115 RICHMOND, VA 23221	Claims Related to Tax Refunds or Credits
WARREN COUNTY DEPARTMENT OF PUBLIC SAFETY 100 DILLON DRIVE YOUNGSVILLE, PA 16371-1630	Claims Related to Tax Refunds or Credits
WASHINGTON COUNTY TREASURER 100 WEST BEAU STREET COURT HOUSE SQUARE ROOM 102 WASHINGTON, PA 15301	Claims Related to Tax Refunds or Credits
WAYNE TOWNSHIP COLLECTOR (CRAWFORD) 28331 LAKE CREEK ROAD COCHRANTON, PA 16314	Claims Related to Tax Refunds or Credits
WEST HAVERSTRAW VILLAGE TAX COLLECTOR (ROCKLAND) 130 SAMSONDALE AVENUE WEST HAVERSTRAW, NY 10993	Claims Related to Tax Refunds or Credits

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Tax Refunds or Credits**

<b>Name of Counterparty</b>	<b>Nature</b>
WEST MIDDLESEX AREA SD TAX COLLECTOR 3591 SHARON ROAD WEST MIDDLESEX, PA 16159	Claims Related to Tax Refunds or Credits
WEST TISBURY MUNICIPAL TAX COLLECTOR 1059 STATE RD P.O. BOX 3000 WEST TISBURY, MA 02575	Claims Related to Tax Refunds or Credits
WEST VIRGINIA STATE AUDITOR'S OFF-PUB UT BUILDING 1 ROOM W-118 190 KANAWHA BLVD E CHARLESTON, WV 25305-0230	Claims Related to Tax Refunds or Credits
WILLIAMSBURG BOR COLLECTOR (BLAIR) WILLIAMSBURG BOROUGH 813 WEST SECOND STREET WILLIAMSBURG, PA 16693	Claims Related to Tax Refunds or Credits
WOODBURY TOWNSHIP COLLECTOR (BLAIR) 215 J ALFRED DRIVE WILLIAMSBURG, PA 16693	Claims Related to Tax Refunds or Credits
WYOMING DEPARTMENT OF REVENUE 122 W 25TH ST 2W CHEYENNE, WY 82002-0110	Claims Related to Tax Refunds or Credits

**EXHIBIT L(v)**

Claims Related to Accounts Receivable and Accounts Payable

Exhibit L(v) includes Entities that have recently or that currently owe money to the Debtors. Unless otherwise released under Article IX of the Plan, the Debtors expressly reserve all Causes of Action against or related to all Entities that owe or that may in the future owe money to the Debtors, the Reorganized Debtors, or Reorganized GenOn regardless of whether such Entity is included on Exhibit L(v). Additionally, on or around July 28, 2017, each of the Debtors filed its Schedules, which included, among other things, claims and Causes of Action each of the Debtors had reflected as a liability on its books and records. The Debtors expressly reserve all claims and Causes of Action against any Entity listed on Schedule A/B, Schedule D, Schedule E, and Schedule F of each Debtor to the extent such Entities owe or may in the future owe money to the Debtors, the Reorganized Debtors, or Reorganized GenOn. Furthermore, unless otherwise released under Article IX of the Plan, the Debtors expressly reserve all Causes of Action against or related to all Entities who assert or may assert that the Debtors, the Reorganized Debtors, or Reorganized GenOn owe money to them.

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Accounts Receivable and Accounts Payable**

<b>Name of Counterparty</b>	<b>Nature</b>
ALLIED WARRANTY NRG 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
ANDREW CECIL KIDD 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
BOSTON ENERGY TRADING AND MARKET 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
BP ENERGY COMPANY P.O. BOX 3092 HOUSTON, TX 77253-3092	Claims Related to Accounts Receivable and Accounts Payable
CABRILLO POWER I LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORP; WELLS FARGO BANK FOLSOM, CA 95763	Claims Related to Accounts Receivable and Accounts Payable
CALPINE ENERGY SERVICES, LP 717 TEXAS AVE STE 1000 HOUSTON, TX 77002-2743	Claims Related to Accounts Receivable and Accounts Payable
CALPINE ENERGY SOLUTIONS, LLC 717 TEXAS AVE STE 1000 HOUSTON, TX 77002-2743	Claims Related to Accounts Receivable and Accounts Payable
CITY OF AZUSA 213 East Foothill Blvd Azusa, CA 91702	Claims Related to Accounts Receivable and Accounts Payable
CITY OF RIVERSIDE TREASURY DIVISION 3900 MAIN ST RIVERSIDE, CA 92522	Claims Related to Accounts Receivable and Accounts Payable
DAYTON POWER AND LIGTH COMPANY 1900 DRYDEN ROAD DAYTON, OH 45439	Claims Related to Accounts Receivable and Accounts Payable
DIRECT ENERGY BUSINESS MARKETING, LLC HESS ENERGY MARKETING LLC 1 HESS PLAZA WOODBIDGE, NJ 07095-1229	Claims Related to Accounts Receivable and Accounts Payable
DTE ENERGY TRADING, INC. ONE NORTH MAIN 101 NORTH MAIN SUITE 300 ANN ARBOR, MI 48104-1494	Claims Related to Accounts Receivable and Accounts Payable

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Accounts Receivable and Accounts Payable**

<b>Name of Counterparty</b>	<b>Nature</b>
EDF TRADING NORTH AMERICA, LLC ATTN BRETT M. CARROLL SVP, FINANCE & OPERATIONS 4700 W SAM HOUSTON PKWY N STE 250 HOUSTON, TX 77041-8225	Claims Related to Accounts Receivable and Accounts Payable
EL SEGUNDO ENERGY CENTER LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
GENON AMERICAS GENERATION LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
GENON ASSET MANAGEMENT 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
GENON ENERGY HOLDINGS, INC. 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
GENON ENERGY MANAGEMENT, LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
GENON ENERGY SERVICES LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
GENON ENERGY, INC. 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
GENON FUND 2001 LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
GENON MIDATLANTIC, LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
GENON POWER OP SVS MID WEST INC. 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
GLENORE LTD. 4 EMBARCADERO CENTER FL 34 SAN FRANCISCO, CA 94111	Claims Related to Accounts Receivable and Accounts Payable
GOAL ZERO LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Accounts Receivable and Accounts Payable**

<b>Name of Counterparty</b>	<b>Nature</b>
GREEN MOUNTAIN ENERGY CO LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
GREEN MOUNTAIN ENERGY 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
GREGORY POWER PARTNERS LP 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
HUDSON VALLEY GAS CORPORATION 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
INLAND EMPIRE ENERGY CENTER LLC JOHN CARPENTER HOUSE JOHN CARPENTER STREET LONDON EC4Y 0AN UNITED KINGDOM	Claims Related to Accounts Receivable and Accounts Payable
JAYS ALLEN BY 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
LOUISIANA GENERATING LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
MIDCONTINENTAL INDEPENDENT SYSTEM OPERATOR 720 CITY CENTER DRIVE CARMEL, IN 46032	Claims Related to Accounts Receivable and Accounts Payable
MIDDLETOWN POWER LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
MIRANT AP INVESTMENTS LTD 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
MIRANT ASIAPAC CONST. LTD. (SEA 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
MIRANT ASIAPACIFIC CONSTRUCTION 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
MIRANT INTERNATIONAL INVESTMENTS 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Accounts Receivable and Accounts Payable**

<b>Name of Counterparty</b>	<b>Nature</b>
MIRANT NAVOTAS CORPORATION 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
MIRANT NAVOTAS II CORPORATION 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NATIONAL GYPSUM COMPANY 2001 Rexford Rd Charlotte, NC 28222	Claims Related to Accounts Receivable and Accounts Payable
NEW ENGLAND INDEPENDENT SYSTEM OPERATOR 10 KREY BLVD RENSSELAER, NY 12144	Claims Related to Accounts Receivable and Accounts Payable
NEW YORK INDEPENDENT SYSTEM OPERATOR 10 KREY BLVD RENSSELAER, NY 12144	Claims Related to Accounts Receivable and Accounts Payable
NEXTERA ENERGY POWER MARKETING, LLC FPL ENERGY UPTON WIND II LP 700 UNIVERSE BOULEVARD JUNO BEACH, FL 33408	Claims Related to Accounts Receivable and Accounts Payable
NRG AMERICAS, INC. 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG BACKUP GENERATION SERVICES, 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG BOWLINE, LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG CALIFORNIA NORTH LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG CALIFORNIA SOUTH GP LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG CALIFORNIA SOUTH LP 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG CANAL LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable



**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Accounts Receivable and Accounts Payable**

<b>Name of Counterparty</b>	<b>Nature</b>
NRG CHALK POINT, LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG CLEARFIELD PIPELINE 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG COMMUNITY SOLAR LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG CURTAILMENT SOLUTIONS INC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG DELTA LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG EC HARRISBURG LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG EC MINNEAPOLIS LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG EC SAN FRANCISCO LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG ENERGY CENTER PHOENIX LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG ENERGY POLITICAL ACTION COMMITTEE 804 CARNEGIE CENTER PRINCETON, NJ 08540-6213	Claims Related to Accounts Receivable and Accounts Payable
NRG ENERGY SERVICES GROUP LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG ENERGY SERVICES LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG ENERGY, INC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG FLORIDA LP 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Accounts Receivable and Accounts Payable**

<b>Name of Counterparty</b>	<b>Nature</b>
NRG HOMER CITY SERVICES, LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG LOVETT LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG MAINT SERVICES LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG MARSH LANDING HOLDINGS, LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG MARSH LANDING, LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG MD ASH MANAGEMENT 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG NEW YORK LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG NORTH AMERICA LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG NORTHEAST GENERATION INC. 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG NORTHEAST HOLDINGS INC. 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG NORTHEAST MGMT COMP 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG OHIO PIPELINE COMPANY 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG POTOMAC RIVER, LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG POTRERO LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Accounts Receivable and Accounts Payable**

<b>Name of Counterparty</b>	<b>Nature</b>
NRG POWER GENERATION, LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG POWER MARKETING LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG POWER MIDWEST, LP 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG REMA LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG RENEW DG HOLDINGS LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG RENEW OPERATION & MAINTENANCE 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG RENEW, LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG RESIDENTIAL SOLAR SOLUTIONS 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG SIMPLYSMART SOLUTIONS LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG TANK FARM LLC. 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG TEXAS POWER LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG WEST COAST LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG WESTERN AFFILIATE SERVICES 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
NRG WHOLESALE GENERATION LP 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Accounts Receivable and Accounts Payable**

<b>Name of Counterparty</b>	<b>Nature</b>
NRG WILLOW PASS LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
ORION POWER MID WEST GP 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
ORION POWER NEW YORK LP 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
OSCEOLA LLP 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
OSWEGO HARBOR POWER LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
PILOT POWER GROUP, INC. 8910 UNIVERSITY CENTER LN STE 520 SAN DIEGO, CA 92122-1029	Claims Related to Accounts Receivable and Accounts Payable
PJM INDEPENDENT SYSTEM OPERATOR 955 Jefferson Avenue Valley Forge Corporate Center Norristown, PA 19403	Claims Related to Accounts Receivable and Accounts Payable
RELIANT ENERGY NORTHEAST LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
RELIANT ENERGY RETAIL SERVICES 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
RES SOUTH CENTRAL GAS TRANSPORT 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
RES WEST 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
RRI CALIFORNIA HOLDINGS 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
RRI ENERGY COMMUNICATIONS 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable

**GenOn Energy, Inc.**

Retained Causes of Action

**Claims Related to Accounts Receivable and Accounts Payable**

<b>Name of Counterparty</b>	<b>Nature</b>
RRI ENERGY SERVICES DESERT BASIN 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
RRI ENERGY SERVICES LLC 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
RRI ENERGY SERVICESPJM HEDGES 804 CARNEGIE CENTER PRINCETON, NJ 08540	Claims Related to Accounts Receivable and Accounts Payable
SEMPRA GAS & POWER MARKETING ATTN CONTRACT ADMINISTRATION 488 8TH AVE SAN DIEGO, VA 92101	Claims Related to Accounts Receivable and Accounts Payable
SHELL ENERGY NORTH AMERICA (US), L.P. 909 FANNIN TWO HOUSTON CENTER HOUSTON, TX 77010	Claims Related to Accounts Receivable and Accounts Payable
SOUTHERN CALIFORNIA EDISON COMPANY ATTN SECTION MGR - POWER PROCUREMENT LAW 2244 WALNUT GROVE AVE GO1, QUAD 1C ROSEMEAD, CA 91770	Claims Related to Accounts Receivable and Accounts Payable
U.S. POWERGEN	Claims Related to Accounts Receivable and Accounts Payable

## **EXHIBIT M**

### **New Board of Reorganized GenOn**

As of the Effective Date, Reorganized GenOn Board shall consist of seven (7) members, subject to increase or decrease at the discretion of the GenOn Steering Committee, and will consist of such persons designated by the GenOn Steering Committee in its sole discretion. On the Effective Date, the terms of the current members of the GenOn board of directors shall expire, and the Reorganized GenOn Board will include those directors set forth in a list of directors of the Reorganized Debtors that will be disclosed, to the extent known, at or before Confirmation. To the extent that any such director or officer of the Reorganized Debtors is an “insider” under the Bankruptcy Code, the Debtors will disclose the nature of any compensation to be paid to such director or officer.

The existing officers of the Debtors as of the Petition Date, who are not also employed by NRG Energy, Inc., shall remain in their current capacities as officers of the Reorganized Debtors, subject to the ordinary rights and powers of the Reorganized GenOn Board to remove or replace them in accordance with the New Organizational Documents and applicable employment agreements.

As set forth in the Plan, all contracts, agreements, policies, programs, and plans, in accordance with their respective terms, for, among other things, compensation, bonuses, reimbursement, indemnity, health care benefits, disability benefits, deferred compensation benefits, travel benefits, vacation and sick leave benefits, savings, severance benefits, retirement benefits, welfare benefits, relocation programs, life insurance and accidental death and dismemberment insurance and other agreements or arrangements in place as of the Effective Date for the officers and employees of the Debtors shall be assumed by the Reorganized Debtors and shall remain in place after the Effective Date, as may be amended by agreement between the beneficiaries of such agreements, plans, or arrangements, on one hand, and the Reorganized Debtors, on the other hand. For the avoidance of doubt, this provision does not apply to the Deferred Compensation Plan.

**This Exhibit M is subject to ongoing review, revision, and further negotiation by the parties to the Restructuring Support Agreement including the Debtors, Consenting Noteholders and NRG, who have various consent rights over the final form of this Exhibit M and this Exhibit M may be amended, modified, supplemented, and revised in accordance with those ongoing negotiations.**

**EXHIBIT N**

**Backstop Commitment Letter**

Certain documents, or portions thereof, contained in this Exhibit N and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, subject to the applicable consent rights under the Plan and the Restructuring Support Agreement, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

This Exhibit N is subject to ongoing review, revision, and further negotiation by the parties to the Restructuring Support Agreement including the Debtors, Consenting Noteholders and NRG, who have various consent rights over the final form of this Exhibit N and this Exhibit N may be amended, modified, supplemented, and revised in accordance with those ongoing negotiations.

**EXECUTION VERSION**

October 2, 2017

CONFIDENTIAL

GenOn Energy, Inc.  
804 Carnegie Center  
Princeton, NJ 08540-6213  
Attention: Mark A. "Mac" McFarland

**Amended and Restated Backstop Commitment Letter**

Ladies and Gentlemen:

Reference is made to (i) that certain Backstop Commitment Letter dated as of June 12, 2017 and the first amendment thereto (as so amended, the "Original Backstop Commitment Letter") and (ii) that certain Restructuring Support and Lock-Up Agreement, dated as of June 12, 2017 and the first amendment thereto dated as of the date hereof (including any exhibits and schedules thereto, as so amended the "Restructuring Support Agreement"), by and among GenOn Energy, Inc. (now and as it may be reorganized under a joint chapter 11 plan of reorganization, "GenOn"), GenOn Americas Generation LLC (now and as it may be reorganized under a joint chapter 11 plan of reorganization, "GAG") and, collectively with GenOn and certain direct and indirect subsidiaries of GenOn, the "Debtors"), NRG Energy, Inc. and certain holders of notes issued by GenOn and GAG. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Restructuring Support Agreement.

The Debtors have filed voluntary cases (the "Chapter 11 Cases") under title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as now in effect or hereinafter amended, and the rules and regulations promulgated thereunder, the "Bankruptcy Code"), in the United States Bankruptcy Court in which the Chapter 11 Cases were commenced (together with any court with jurisdiction over such cases, the "Bankruptcy Court"). The Debtors have requested that certain holders of notes issued by GenOn and GAG that are members of the GenOn Steering Committee and the GAG Steering Committee and signatories hereto (individually, a "Backstop Party" and, collectively, the "Backstop Parties") "backstop" the Exit Financing contemplated by the Restructuring Support Agreement. The term sheet attached as Exhibit A (the "Term Sheet") sets forth the terms and conditions upon which the Backstop Parties are willing to "backstop" the Exit Financing.

This Amended and Restated Backstop Commitment Letter (this "Commitment Letter") hereby amends and restates the Original Backstop Commitment Letter in its entirety, and shall be effective upon the execution and delivery by GenOn, GAG, each Guarantor (as defined in the Term Sheet) and each Backstop Party of the signature pages attached hereto and the payment of the Backstop Fee to each Backstop Party, it being understood and acknowledged by the parties hereto that the Backstop Fee was previously paid to each Backstop Party.

1. Commitments.



Subject to the terms and conditions set forth herein and in the Term Sheet:

- (i) each Backstop Party set forth in Schedule I hereto (each a “Group A Backstop Party” and collectively the “Group A Backstop Parties”) hereby severally, and not jointly, commits to purchase an amount of New Secured Notes on the terms set forth in the Term Sheet equal to: (a) the percentage set forth opposite the name of such Backstop Party on Schedule I hereto, multiplied by (b) the ratio of (1) the Group A Backstop Allocation over (2) the Aggregate Notes Amount (as defined in the Term Sheet), multiplied by (c) the Unallocated Financing (as defined in the Term Sheet); and
- (ii) each Backstop Party set forth in Schedule II hereto (each a “Group B Backstop Party” and collectively the “Group B Backstop Parties”) hereby severally, and not jointly, commits to purchase an amount of New Secured Notes on the terms set forth in the Term Sheet equal to: (a) percentage set forth opposite the name of such Backstop Party on Schedule II hereto, multiplied by (b) the ratio of (1) the Group B Allocation Amount over (2) the Aggregate Notes Amount, multiplied by (c) the amount of the Unallocated Financing (as to each Backstop Party at the applicable date of determination, its “Backstop Commitment Percentage”) (each, a “Commitment” and, collectively, the “Commitments”). The term “Group A Backstop Allocation” means \$300 million in aggregate principal amount of New Secured Notes, and “Group B Backstop Allocation” means the Aggregate Notes Amount *minus* the Group A Backstop Allocation.

For the avoidance of doubt, in no event shall any Group A Backstop Party be required to purchase New Secured Notes in excess of the amount equal to its Backstop Commitment Percentage of the Group A Backstop Allocation or any Group B Backstop Party be required to purchase New Secured Notes in excess of the amount equal to its Backstop Commitment Percentage of the Group B Backstop Allocation.

The Backstop Parties, and by countersigning this Commitment Letter, the Debtors and the Guarantors (as defined below), hereby, severally and not jointly, agree to cooperate and negotiate in good faith the terms and conditions of the New Secured Notes issued to the Group A Backstop Parties and Group B Backstop Parties and the documents and agreements governing the procedures and arrangements for the syndication of the Exit Financing, which shall be in form and substance reasonably acceptable to the Requisite Backstop Parties. For purposes of this Commitment Letter, the term “Requisite Backstop Parties” means each of (i) the Group A Backstop Parties holding, in the aggregate, at least three-quarters of the aggregate Backstop Commitment Percentages for the Group A Backstop Allocation of all Group A Backstop Parties and (ii) the Group B Backstop Parties holding, in the aggregate, at least three-quarters of the aggregate Backstop Commitment Percentages for the Group B Backstop Allocation of all Group B Backstop Parties, in each case, as of the date on which the consent or approval of such members is solicited.

2. Certain Conditions.

The obligations of the Backstop Parties to purchase their Commitments hereunder shall be subject only to the conditions set forth on Annex A to the Term Sheet.

3. Termination.

This Commitment Letter shall terminate automatically, without further action or notice by any person or entity, (i) if the First Amendment to the Restructuring Support Agreement is not effective on or prior to 5:00 p.m., prevailing New York City time on October 2, 2017, (ii) if any Debtor files a motion to authorize its entry into a debtor-in-possession financing or other form of credit support facility (other than the LC Facility) without the prior written approval of the Requisite Backstop Parties, (iii) if the Bankruptcy Court fails to enter an order approving this Commitment Letter (including, without limitation, the Debtors' reimbursement obligation pursuant to the Term Sheet and Section 4 hereof and the indemnification obligations pursuant to Section 5 hereof) (the "Backstop Approval Order") by November 17, 2017, which order shall be in form and substance acceptable to Requisite Backstop Parties, (iv) if (a) the Bankruptcy Court has not entered the Disclosure Statement Order by October 6, 2017, (b) the Bankruptcy Court has not entered the Settlement Order by November 17, 2017, (c) the Bankruptcy Court has not entered the Confirmation Order by November 17, 2017, (d) the Restructuring Support Agreement is terminated for a reason other than pursuant to Section 11.05 of the Restructuring Support Agreement, (e) any of the Backstop Approval Order, the Disclosure Statement Order, the Settlement Order, or the Confirmation Order is terminated, reversed, stayed, dismissed, vacated or reconsidered, or any such order is modified or amended after entry without the prior written consent of the Requisite Backstop Parties, (f) any Debtor or Guarantor has committed a breach of this Commitment Letter affecting (i) the Group A Backstop Allocation, (ii) the Group B Backstop Allocation or (iii) the Commitments, as applicable, which breach remains uncured and outstanding, (g) any Debtor or Guarantor has committed a material breach of the Restructuring Support Agreement, which material breach remains uncured and outstanding, (h) any law or order shall have become effective or been enacted, adopted or issued by any governmental authority that prohibits the implementation of the Plan or the transactions contemplated by this Commitment Letter or the Restructuring Support Agreement, (i) the New Secured Notes are issued in an amount equal to at least the Aggregate Notes Amount, (j) on November 30, 2017, (k) if the Debtors have not launched the marketing and syndication of the Exit Financing contemplated by the Restructuring Support Agreement on or prior to November 1, 2017, or (l) if the Debtors have not sent notice to the Backstop Parties of the amount of the Unallocated Financing on or prior to November 28, 2017. Additionally, this Commitment Letter may be terminated and the transactions contemplated hereby may be abandoned at any time by mutual written consent of the Debtors and the Requisite Backstop Parties or by the Debtors at their election. Upon any termination pursuant to the terms herein, this Commitment Letter shall forthwith become void and there shall be no further obligations or liabilities on the part of the Debtors or the Backstop Parties; provided, that the Debtors' reimbursement obligations pursuant to the Term Sheet and Section 4 hereof and

the indemnification obligations pursuant to Section 5 hereof shall survive the termination of this Commitment Letter indefinitely and shall remain in full force and effect.

4. Fees.

The Debtors agree to pay all fees set forth in that certain fee letter dated as of June 12, 2017 (the "Fee Letter") as set forth therein, to the extent not previously paid. Whether or not the transactions contemplated hereunder are consummated or this Commitment Letter is terminated, the Debtors shall reimburse certain fees and expenses of the Backstop Parties set forth under "Expense Reimbursement" in the Term Sheet. Each of the entities signatory hereto as a guarantor (the "Guarantors"), hereby jointly and severally guarantees the obligations of GenOn and GAG to pay the fees and expenses set forth in the Fee Letter, the Term Sheet and this Section 4. Upon the execution and delivery of the Original Commitment Letter by GenOn, GAG and the Guarantors, such fees were fully earned and, once paid, to the extent permitted by applicable law, shall not be refundable under any circumstances; provided that nothing herein limits the Debtors' rights with respect to the Backstop Fee paid to any Backstop Party in the event of a breach by such Backstop Party of its obligations under this Commitment Letter and the Restructuring Support Agreement. The provision for the payment of such fees and expenses is an integral part of the transactions contemplated by this Commitment Letter and, without this provision, the Backstop Parties would not have entered into this Commitment Letter, and any unpaid fees or expenses are intended to constitute an allowed administrative expense of the Debtors and the Guarantors under sections 503(b) and 507 of the Bankruptcy Code. If this Commitment Letter is terminated and the Backstop Approval Order shall not have been entered prior to the date of such termination, nothing contained herein shall limit or restrict the Backstop Parties from seeking allowance and payment of any unpaid fees and expenses of the Backstop Parties as administrative expenses of the Debtors' or the Guarantors' estates under the Bankruptcy Code, including under sections 503(b) and 507 thereof. The terms set forth in this Section 4 shall survive termination of this Commitment Letter and shall remain in full force and effect regardless of whether the transactions contemplated hereby are consummated.

5. Indemnification.

(a) If following the date of the Original Commitment Letter any action, suit or proceeding (related to or arising from this Commitment Letter, the Restructuring Support Agreement or the transactions contemplated hereby or thereby), claim, challenge, litigation or investigation relating to any of the foregoing shall be commenced against, or any claim or demand (related to or arising from this Commitment Letter, the Restructuring Support Agreement or the transactions contemplated hereby or thereby) shall be asserted against any of the Backstop Parties, then the Debtors and the Guarantors, together with their respective successors and assigns (each, an "Indemnifying

Party”), on a joint and several basis, shall indemnify, defend and hold harmless each Backstop Party and each of such Backstop Party’s affiliates and each of their respective officers, directors, managers, partners, stockholders, members, employees, advisors, agents and other representatives and any affiliate of the foregoing, and each of their respective successors and assigns (each, an “Indemnified Party”) from and against, and shall promptly reimburse each Indemnified Party for, all losses, damages, liabilities and reasonable and documented costs and expenses, including, without limitation, reasonable and documented out-of-pocket attorneys’ fees and expenses (but limited, in the case of legal fees, liabilities and expenses, to the reasonable and documented charges of one counsel to the Backstop Parties, taken as a whole and one counsel to the Group A Backstop Parties, taken as a whole, and, if necessary, of one local counsel and one regulatory counsel to the Backstop Parties, taken as a whole, in any relevant material jurisdiction or regulatory specialty) and, solely in the case of a conflict of interest, one additional counsel in each applicable jurisdiction to each group of affected Indemnified Persons similarly situated, taken as a whole); arising or resulting from or in connection with any such action, suit or proceeding by a third-party (collectively, “Indemnified Liabilities”); provided, that Indemnified Liabilities shall include Indemnified Liabilities arising out of or in connection with any sole, contributory, or comparative negligence of any Indemnified Party, but shall exclude any portion of such losses, damages, liabilities, costs or expenses found by a final, non-appealable judgment of a court of competent jurisdiction to arise from an Indemnified Party’s gross negligence, bad faith, fraud or a material breach of the obligations of such Indemnified Party under this Commitment Letter or the Restructuring Support Agreement. In addition, the Indemnified Liabilities shall exclude any claim by one Backstop Party against another Backstop Party.

(b) Each Indemnified Party entitled to indemnification hereunder shall (i) give prompt written notice to the Indemnifying Party of any claim with respect to which it intends to seek indemnification or contribution pursuant to this Commitment Letter and (ii) permit such Indemnifying Party to assume the defense of such claim with counsel selected by the Indemnified Party and reasonably satisfactory to the Indemnifying Party, provided, that the failure to so notify any Indemnifying Party will not relieve any Indemnifying Party from any liability that any Indemnifying Party may have hereunder except to the extent such Indemnifying Party has been materially prejudiced by such failure; provided, further, that any Indemnified Party entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (x) the Indemnifying Party has agreed in writing to pay such fees and expenses, (y) the Indemnifying Party shall have failed to assume the defense of such claim within 15 days of delivery of the written notice of the Indemnified Party with respect to such claim or failed to employ counsel reasonably satisfactory to such Indemnified Party or (z) in the reasonable judgment of such Indemnified Party, based upon advice of its counsel, a conflict of interest may exist between such Indemnified Party and the Indemnifying Party with respect to such claim (in which case, if the Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense of such claim on behalf of such Indemnified Party). In connection with any settlement negotiated by an Indemnifying Party, no

Indemnifying Party shall, and no Indemnified Party shall be required by an Indemnifying Party to, (i) enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnified Party of a full and unconditional release from all liability in respect to such claim or litigation, (ii) enter into any settlement that attributes or admits liability or fault to the Indemnified Party, or (iii) consent to the entry of any judgment that does not include as a term thereof a full dismissal of the litigation or proceeding with prejudice. In addition, without the consent of the Indemnified Party, no Indemnifying Party shall be permitted to consent to entry of any judgment or enter into any settlement which provides for any action or restriction on the part of the Indemnified Party other than the payment of money damages which are to be paid in full by the Indemnifying Party. If an Indemnifying Party fails or elects not to assume the defense of a claim or is not entitled to assume or continue the defense of such claim pursuant to the foregoing, the Indemnified Party shall have the right (without prejudice to its right of indemnification hereunder), in its discretion, to contest, defend and litigate such claim and may settle such claim, either before or after the initiation of litigation, at such time and upon such terms as the Indemnified Party deems fair and reasonable; provided, however, that at least ten days prior to any settlement, written notice of its intention to settle is given to the Indemnifying Party. If requested by the Indemnifying Party, the Indemnified Party agrees (at the expense of the Indemnifying Party) to reasonably cooperate with the Indemnifying Party and its counsel in contesting any claim that the Indemnifying Party elects to contest; provided, that such cooperation shall not include the provision of any information to the extent that the provision thereof would violate any attorney-client privilege, law, rule or regulation, or any obligation of confidentiality binding on such Indemnified Party. If such indemnification is for any reason not available or is insufficient to hold an Indemnified Party harmless, each Indemnifying Party agrees to contribute to the Indemnified Liabilities to which the Indemnified Party may be subject in such proportion as is appropriate to reflect the relative benefits received (or anticipated to be received) by each Indemnifying Party and each Indemnified Party with respect to the Commitments or, if such allocation is judicially determined to be unavailable, in such proportion as is appropriate to reflect other equitable considerations such as the relative fault of each Indemnifying Party on the one hand and of each Indemnified Party on the other hand; provided, however, that, to the extent permitted by applicable law, an Indemnified Party shall not be responsible for amounts which in the aggregate are in excess of the amount of all fees actually received by the Indemnified Party from the Indemnifying Party in connection with the Commitments. Relative benefits to an Indemnifying Party, on the one hand, and an Indemnified Party, on the other hand, with respect to the Commitments shall be deemed to be in the same proportion as (i) the total value paid or received or proposed to be paid or received by the Indemnifying Party pursuant to the New Secured Notes, whether or not consummated, contemplated by the Commitments bears to (ii) all fees actually received by the Indemnified Parties in connection with the Commitments. The terms set forth in this Section 5 shall survive termination of this Commitment Letter and shall remain in full force and effect regardless of whether the transactions contemplated hereby are consummated.

## 6. Information.



The Debtors hereby represent and warrant that (a) all written information and data (other than customary forecasts or projections of the Debtors and other than information of a general economic or industry specific nature) that have been or will be made available to the Backstop Parties by or on behalf of the Debtors does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made and (b) any forecasts or projections that have been or will be made available to the Backstop Parties by or on behalf of the Debtors or any of their respective representatives have been or will be prepared in good faith based upon assumptions that are believed by the Debtors to be reasonable at the time any such forecasts or projections are delivered to the Backstop Parties; it being understood that any such forecasts and projections are not to be viewed as facts, are subject to significant uncertainties and contingencies, many of which are beyond the Debtors' control, that no assurance can be given that any particular forecasts or projections will be realized, that actual results may differ significantly from the projected results and that such differences may be material. The Debtors agree that, if at any time prior to the issuance of the New Secured Notes, any Debtor becomes aware that the representation and warranty in the preceding sentence would be incorrect in any material respect if such information or data were being furnished at such time, then such Debtor shall promptly supplement such information and/or data so that the representation and warranty set forth in the preceding sentence would be correct in all material respects under those circumstances. It is understood and agreed that any supplementation of such information shall not cure any breach of the representation set forth in the first sentence of this Section 6.

7. Transfer and Assignment; Third Party Beneficiaries.

No Debtor may assign its rights, interests or obligations hereunder or under the Fee Letter without the prior written consent of the Requisite Backstop Parties and any purported assignment by the Debtors or the Guarantors in violation of this Section 7 shall be void *ab initio*. The Backstop Parties may assign their respective Commitments hereunder to (a) any of their respective affiliates so long as (i) such affiliate is an "accredited investor" within the meaning of Rule 501(a) of the Securities Act or a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act and (ii) such affiliate shall have delivered a duly executed joinder to the Restructuring Support Agreement, (b) any other Backstop Party, or (c) to any other party with the prior written consent of the Debtors and the Requisite Backstop Parties so long as (i) such party is an "accredited investor" within the meaning of Rule 501(a) of the Securities Act or a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act and (ii) such party shall have delivered a duly executed joinder to the Restructuring Support Agreement.

Except as provided in Section 5 hereof with respect to the Indemnified Parties, this Commitment Letter is not intended to and does not confer upon any person other than the parties hereto any rights or remedies under this Commitment Letter.

8. Governing Law; Jurisdiction.

This Commitment Letter shall be governed and construed in accordance with the laws of the State of New York. The parties hereto consent and agree that any action to enforce this Commitment Letter, the Fee Letter or any dispute, whether such dispute arises in law or equity, arising out of or relating to this Commitment Letter, the Fee Letter and the agreements, instruments and documents contemplated hereby and thereby shall be brought exclusively in the Bankruptcy Court, or if the Bankruptcy Cases have not yet commenced, in either the United States District Court for the Southern District of New York or any New York state court (the “Chosen Courts”). Each of the parties hereto (a) irrevocably submits to the exclusive jurisdiction of the Chosen Courts; (b) waives any objection to laying venue in any such action or proceeding in the Chosen Courts; and (c) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party hereto or constitutional authority to finally adjudicate the matter. Without limiting the rights of any party hereto, each party acknowledges and agrees that the Debtors are entitled to seek damages from any Backstop Party that breaches its obligations under this Commitment Letter; provided that each party hereto hereby waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding any special, exemplary, punitive or consequential damages; provided, however, that nothing in the foregoing proviso shall relieve the Debtors and the Guarantors of any obligation to indemnify an Indemnified Party against any special, exemplary, punitive or consequential damages asserted against such Indemnified Party by any third party. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS COMMITMENT LETTER, THE FEE LETTER OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

9. Amendments.

This Commitment Letter, the Fee Letter and the Restructuring Support Agreement represent the final agreement and the entire understanding among the parties hereto with respect to the subject matter hereof and may not be contradicted by evidence of prior or contemporaneous agreements and understandings of the parties hereto. There are no unwritten oral agreements or understandings between the parties hereto relating to the subject matter hereof. This Commitment Letter and the Fee Letter may only be modified, amended or supplemented by an agreement signed by the Debtors and the Requisite Backstop Parties; provided, that (a) the prior written consent of each Backstop Party’s adversely affected thereby shall be required for any amendment that would (i) modify such Backstop Party’s Backstop Commitment Percentage, (ii) have a materially adverse and disproportionate effect on such Backstop Party; or (iii) alter the pricing or duration terms set forth in the Term Sheet; (b) each Group B Backstop Party’s prior written consent shall be required for any amendment that would increase the aggregate Commitment amount, and (c) each Backstop Party’s prior written consent shall be required to amend the definition of “Requisite Backstop Parties.” Notwithstanding the foregoing, Schedule I and Schedule II hereto shall be revised as necessary without requiring a written instrument signed by the Debtors and the Requisite Backstop Parties to reflect changes in the composition of the Backstop Parties and Backstop Commitment Percentages as a result of transfers permitted hereby.

10. Counterparts.

This Commitment Letter may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the parties and delivered to each other party (including via facsimile, portable document format (.pdf) or other electronic transmission), it being understood that each party need not sign the same counterpart.

11. No Fiduciary Duties.

Notwithstanding anything to the contrary herein, the entry into this Commitment Letter and the transactions contemplated hereby shall not create any fiduciary duties between and among the Backstop Parties or other duties or responsibilities to each other, the Debtors or any Debtor's creditors or other stakeholders.

12. Patriot Act Notification

The Backstop Parties hereby notify you that pursuant to the requirements of the USA PATRIOT Improvement and Reauthorization Act, Pub. L. 109-177 (signed into law March 9, 2006) (the "Patriot Act"), each Backstop Party is required to obtain, verify and record information that identifies the Issuer and each Guarantor, which information includes the name, address, tax identification number and other information regarding the Issuer and each Guarantor that will allow such Backstop Party to identify the Issuer and each Guarantor in accordance with the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act and is effective as to each Backstop Party.

*[Signature Pages Follow]*



EXHIBIT A - TERM SHEET

***EXECUTION VERSION***

**THIS TERM SHEET IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES, A SOLICITATION OF OFFERS TO PURCHASE SECURITIES, OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE.**

Term Sheet<sup>1</sup>

Issuer: GenOn Energy, Inc., as reorganized pursuant to the Plan, as defined in the Restructuring Support Agreement (the “*Issuer*”).

Trustee: To be determined.

Principal Amount of Notes: The Issuer will issue to the Backstop Parties an aggregate principal amount of (a) \$900,000,000 of notes on the terms and conditions set forth herein (the “*New Secured Notes*”); *provided* that the aggregate principal amount of New Secured Notes issued will be reduced on a dollar-for-dollar basis by the amount of any non-ordinary course asset sales or casualty events by the Issuer and its subsidiaries after the date hereof net of any investment banking fees or other sales commissions with respect to such asset sales or casualty events; *provided, further* that the aggregate principal amount of New Secured Notes issued will be reduced on a dollar-for-dollar basis by the amount of the New Exit Revolving Credit Facility; *provided, further*, that the aggregate principal amount of the New Secured Notes issued may be decreased as agreed by the Issuer and the Group B Backstop Parties (such amount under this clause (a), the “*Aggregate Notes Amount*”) less (b) the aggregate principal amount of indebtedness raised pursuant to the Exit Financing (other than the amount of any New Exit Revolving Credit Facility) (the difference between such amounts under clause (a) and (b), the “Unallocated Financing”).

Interest Rate: The New Secured Notes will bear interest at a fixed rate equal to (x) LIBOR plus (y) a margin of 10.00%, which shall be increased (but never decreased) by an

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<sup>1</sup> All capitalized terms used but not defined herein have the meanings given to them in the Commitment Letter to which this Term Sheet is attached.

amount (not less than zero) equal to the increase in the BofA Merrill Lynch US High Yield Option-Adjusted Spread (<https://fred.stlouisfed.org/series/BAMLH0A0HYM2>) from the date of the Commitment Letter to the date of issuance; *provided* that if such increase exceeds 300 bps on the date of issuance, the margin shall be 13.00%. Interest shall be payable semi-annually in cash.

Final Maturity:

The New Secured Notes will mature on the fifth anniversary of the date of issuance.

Purpose:

To refinance existing indebtedness, pay distributions under the Plan (as defined in the Restructuring Support Agreement) and pay fees and expenses in connection therewith.

Priority:

The liens securing the obligations of the Issuer and the Guarantors under the New Secured Notes will (a) be senior to all liens other than the liens securing the Issuer's New Exit Revolving Credit Facility and certain customary or agreed-upon permitted liens and (b) rank *pari passu* with any other Exit Financing (other than the New Exit Revolving Credit Facility). The trustee will enter into a customary intercreditor agreement with the agent under the Issuer's senior secured revolving credit facility in form and substance reasonably satisfactory to the Backstop Parties providing that the liens securing the obligations under the New Secured Notes to effect the ranking described in the immediately preceding sentence.

Guarantors:

All obligations of the Issuer under the New Secured Notes will be unconditionally guaranteed, jointly and severally, by each wholly-owned material subsidiary of the Issuer (the "*Guarantors*") except (i) to the extent such subsidiary is prohibited or restricted by applicable law or other contractual restriction (including any such project finance subsidiaries so prohibited or restricted) or (ii) if the provision of such guarantee would result in a material adverse tax consequence to such subsidiary, the Issuer or any other subsidiary of the Issuer. Releases of guarantees will be subject to customary protections.

Security:

The obligations of the Issuer and each Guarantor will be secured by a security interest in substantially all of the present and after-acquired assets of the

Issuer and each Guarantor, including, without limitation, (i) a perfected pledge of all of the capital stock of each subsidiary of the Issuer and each Guarantor, including a pledge of the capital stock of GenOn Mid-Atlantic, LLC (“GenMa”) and NRG REMA LLC (“REMA”), subject to a cap of 65% of the voting stock of foreign subsidiaries and (ii) perfected security interests in, and mortgages on, substantially all other tangible and intangible assets of the Issuer and each Guarantor (including, without limitation, accounts receivable, inventory, equipment, general intangibles, investment property, intellectual property, material fee-owned real property, intercompany notes and proceeds of the foregoing), subject to customary exceptions for facilities of this type, including (i) leases, licenses, contracts or agreements which are nonassignable by their terms or under applicable law (subject to certain exceptions); (ii) “intent-to-use” trademarks to the extent a grant of a security interest therein would result in the unenforceability of such trademark; (iii) capital stock in certain subsidiaries, including unrestricted subsidiaries or where such pledge is prohibited by applicable agreements binding on non-wholly-owned subsidiaries; (iv) deposit accounts used primarily for payment of salaries, wages and similar expenses, tax accounts, escrow, fiduciary or trust accounts and accounts with deposits of cash collateral solely for the benefit of third parties; (v) certain property subject to a Lien in respect of purchase money or capitalized lease obligations; (vi) certain accounts pledged to or deposited with the Issuer or a Guarantor as cash collateral posted or deposited by a contract counterparty; and (vii) other exclusions as mutually agreed.

In addition, the Issuer and the Guarantors will not be required to (a) perfect any security interest in vehicles subject to certificate of title statutes, (b) grant or perfect any security interests under any law other than the laws of the United States, any State thereof or the District of Columbia, or (c) perfect any security interest in certain *de minimis* deposit accounts.

Optional Redemption:

The Issuer may at its option redeem the New Secured Notes, in whole or in part, at the redemption prices set forth below:

<u>Year</u>	<u>Percentage</u>
Date of Issuance until the Second Anniversary of the Date of Issuance .....	105.000%
Second Anniversary of the Date of Issuance until the Third Anniversary of the Date of Issuance .....	103.000%
Third Anniversary of the Date of Issuance until the Fourth Anniversary of the Date of Issuance .....	101.000%
Fourth Anniversary of the Date of Issuance until the Fifth Anniversary of the Date of Issuance .....	100.000%

The Issuer or any of its affiliates may at any time and from time to time acquire New Secured Notes in open market purchases.

Purchase Agreement and Indenture:

The purchase agreement(s) and the indenture for the New Secured Notes will contain usual and customary provisions for a 144A-for-life high yield financing.

Financial Covenants:

None.

Affirmative Covenants:

Affirmative covenants will include reporting, payment of taxes, compliance with laws and other affirmative covenants that are usual and customary for a 144A-for-life high yield financing.

Negative Covenants:

Negative covenants will include limitations on restricted payments, dividend and payment restrictions affecting subsidiaries, indebtedness, asset sales, transactions with affiliates, liens, guarantees and mergers and consolidations and other negative covenants that are usual and customary for a 144A-for-life high yield financing.

Financial Reporting:

The Issuer shall deliver, irrespective of whether or not its securities are registered with the Securities Exchange Commission, (i) consolidated annual financial reports containing substantially all of the information which would be required in a 10-K and a report on such annual financial statements by the Issuer's independent registered public accounting firm (it being understood that any audit opinion shall not be subject to qualification as to the scope of such opinion or contain a "going concern" statement) and (ii) consolidated quarterly financial reports containing substantially all of the information which would be required in a 10-Q,

in each case prepared in accordance with GAAP, subject, in the case of clauses (i) and (ii), to exceptions that are usual and customary for a 144A-for-life high yield financing. The Issuer shall also deliver customary compliance certificates, notices of certain material events and reporting with respect to the collateral.

Indebtedness Covenant:

The Issuer and its restricted subsidiaries will be prohibited from incurring any debt with customary exceptions for a 144A-for-life high yield financing, including, without limitation, (i) indebtedness incurred as a result of the Exit Financing under the Issuer's senior secured revolving credit facility (which revolving credit facility will be senior in respect of lien priority to the New Secured Notes) in an aggregate principal amount not to exceed \$400.0 million at any time outstanding, (ii) hedging obligations with respect to non-speculative commodities hedges incurred in the ordinary course of business and in compliance with the New Risk Management Policy, (iii) unsecured indebtedness so long as, on a pro forma basis after giving effect to such indebtedness, the Issuer's Fixed Charge Coverage Ratio (as defined below) would be no less than 2.00:1.00, (iv) non-recourse indebtedness incurred by project finance subsidiaries, (v) any indebtedness that is contractually subordinated in right of payment to the New Secured Notes and (vi) indebtedness as a result of the Exit Financing other than the New Exit Revolving Credit Facility.

Restricted Payments Covenant:

The Issuer and its restricted subsidiaries will be prohibited from making any "restricted payments" (including dividends, investments and voluntary prepayments of junior lien or subordinated indebtedness) except pursuant to customary exceptions for a 144A-for-life high yield financing, including, without limitation, (i) from a cumulative "builder" basket to equal the sum of 50% of Free Cash Flow of the Issuer (plus 100% of any Declined Free Cash Flow) since the beginning of the fiscal quarter in which the New Secured Notes are issued, (ii) a general basket equal to an amount to be agreed and (iii) a basket equal to the amount of unrestricted cash on hand of the Issuer and its subsidiaries on the Plan Effective Date (as defined in the Restructuring Support Agreement) in excess of \$110 million; *provided*, that in the case of clauses (i) and (ii) above, any such restricted payment shall be subject to (x) a Fixed Charge Coverage Ratio

(as defined below) of at least 2.00:1.00 and (y) a total net leverage ratio of no greater than a level to be agreed.

**“Free Cash Flow”** shall be defined in a manner customary for facilities of this type and will include the net income of the Issuer and its restricted subsidiaries reduced by, among other items, cash taxes and capital expenditures.

**“Declined Free Cash Flow”** shall mean any amounts offered to the holders of the New Secured Notes pursuant to a Free Cash Flow Offer which are not used to repurchase the New Secured Notes.

**“Free Cash Flow Offer”** shall mean an offer at the option of the Issuer to repurchase the New Secured Notes at a price equal to par plus any accrued and unpaid interest as of the date of such redemption with up to 50% of the Free Cash Flow.

**“Fixed Charge Coverage Ratio”** shall mean the ratio of (i) fixed charges to (ii) EBITDA.

**“EBITDA”** shall be defined in a manner customary for facilities of this type and shall include, without limitation, restructuring costs and any dividends or other distributions from REMA and GenMa, in each case to the extent that such subsidiaries are not Guarantors.

Asset Sales:

Subject to customary reinvestment rights, the Issuer shall be required to make an offer to repurchase the New Secured Notes at a price equal to par plus any accrued and unpaid interest to the date of such redemption with the net cash proceeds (for the avoidance of doubt, after deducting any expected cash tax liability related to such sale, subject to customary limitations) received from asset sales and other dispositions (in excess of an amount to be agreed) by the Issuer and its restricted subsidiaries (subject to customary exceptions); *provided* that the amount of such offer to repurchase the New Secured Notes shall be reduced by any amount applied by the Issuer to make payments under the Issuer’s senior secured revolving credit facility so long as such payments are accompanied by a corresponding permanent reduction in commitments thereunder. Such offer will be made promptly after the receipt of such net cash proceeds. The percentage of such net cash proceeds to be

included in such offer to repurchase the New Secured Notes shall be determined based on the Issuer’s pro forma leverage ratio, as set forth below:

<u>Leverage Ratio</u>	<u>Percentage</u>
<3.75x .....	0.000%
≥3.75x but <4.25x .....	25.000%
≥4.25x but <4.75x .....	50.000%
≥4.75x.....	100.000%

Change of Control Offer:

Upon the occurrence of any transaction which results in a “change of control”, the Issuer shall be required to make an offer to repurchase the New Secured Notes at a price equal to 101% of the aggregate principal amount of the New Secured Notes to be redeemed plus any accrued and unpaid interest to the date of such redemption.

Events of Default:

Usual and customary for a 144A-for-life high yield financing.

Voting:

Amendments and waivers under the New Secured Notes will be governed by amendment provisions customary for a 144A-for-life high yield financing.

Expense Reimbursement:

The Debtors shall reimburse the Backstop Parties for all reasonable and documented out-of-pocket fees and expenses incurred by the Backstop Parties in connection with the issuance of the New Secured Notes, limited, in the case of legal fees and expenses, to the charges of one counsel to the Backstop Parties, taken as a whole, and one counsel to the Group A Backstop Parties, taken as a whole, and, if necessary, of one local counsel and one regulatory counsel to the Backstop Parties, taken as a whole, with respect to legal due diligence, negotiation, preparation and review of definitive documentation, and attention to proceedings in the Chapter 11 Cases with respect to the New Secured Notes. Such fees and expenses shall be paid by the Issuer upon the earlier of (x) the issuance of the New Secured Notes and (y) the termination of the Commitment Letter.

Governing Law:

The laws of the State of New York.

Registration Rights:

None; 144A for life.

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Annex A to Term Sheet<sup>2</sup>

Conditions to the Obligations of the Backstop Parties

The funding of the Commitments of the Backstop Parties shall be subject to the following conditions precedent:

1. The Restructuring Support Agreement shall not have been terminated prior to the Plan Effective Date and shall be in full force and effect (other than as a result of the Plan Effective Date) and the Debtors shall not have committed a material breach of their obligations thereunder, which material breach remains uncured and outstanding.
2. The Bankruptcy Court shall have entered the Backstop Approval Order in form and substance reasonably satisfactory to the Backstop Parties.
3. The Bankruptcy Court shall have entered the Disclosure Statement Order in form and substance reasonably satisfactory to the Backstop Parties.
4. The Bankruptcy Court shall have entered the Settlement Order in form and substance reasonably satisfactory to the Backstop Parties.
5. The Bankruptcy Court shall have entered the Confirmation Order in form and substance reasonably satisfactory to the Backstop Parties.
6. The Commitment Approval Order, the Disclosure Statement Order, the Settlement Order or the Confirmation Approval Order shall not have been terminated, reversed, stayed, dismissed, vacated or reconsidered, and no such order shall have been modified or amended in a manner adverse to the Backstop Parties after entry without the prior written consent of the Requisite Backstop Parties.
7. The Plan Effective Date shall have occurred, or shall be deemed to occur concurrently with the issuance of the New Secured Notes, as applicable, in accordance with the terms and conditions set forth in the Plan and the Confirmation Order.
8. The Issuer shall have paid the Backstop Fee and shall have paid, or substantially concurrently with the issuance of the New Secured Notes will pay, all other fees and expenses of the Backstop Parties required to be paid pursuant to the Commitment Letter and the Term Sheet.
9. All governmental and regulatory approvals or authorizations necessary for the issuance of the New Secured Notes shall have been obtained and any required governmental and regulatory filings shall have been made, to the extent the failure to obtain such approvals or authorizations or to make such governmental and

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<sup>2</sup> All capitalized terms used but not defined herein have the meanings given to them in the Commitment Letter or the Term Sheet to which this Annex A to Term Sheet is attached.

regulatory filings would reasonably be expected to result in a material adverse effect on the Issuer and its subsidiaries (taken as a whole) or on the issuance of the New Secured Notes, and no law or order shall have become effective or been enacted, adopted or issued by any governmental authority that prohibits the implementation of the Plan or the transactions contemplated by the Commitment Letter or the Restructuring Support Agreement.

10. The representations of the Debtors set forth in the definitive documentation with respect to the New Secured Notes (including any purchase agreement with respect to the initial issuance of the New Secured Notes) shall be true and correct in all material respects (without duplication of any materiality qualifier contained therein) as of the date of the issuance of the New Secured Notes after giving pro forma effect to the issuance.
11. All documents and instruments required to create and perfect the trustee's security interests in the collateral shall have been executed and delivered and, if applicable, be in proper form for filing; it being understood that, to the extent any collateral (other than to the extent that a lien on such collateral may be perfected (i) by the filing of a financing statement under the Uniform Commercial Code in the office of the Secretary of State (or equivalent office in the relevant States) of the applicable jurisdiction of organization or (ii) by the delivery of stock certificates representing the equity interests) is not or cannot be perfected on the date of the issuance of the New Secured Notes after the Issuer's use of commercially reasonable efforts to do so, the perfection of such security interests shall not constitute a condition precedent to the issuance of the New Secured Notes and the failure to so create and perfect such liens on or prior to the issuance of the New Secured Notes shall not constitute a default with respect to the definitive documentation with respect to the New Secured Notes, but shall be required to be perfected within a time period to be agreed after the issuance of the New Secured Notes.
12. No default would exist under the definitive documentation with respect to the New Secured Notes after giving effect to the issuance of the New Secured Notes.
13. From the date of this Commitment Letter, there shall not have occurred any event or circumstance (in each case, other than the filing of the Chapter 11 Cases and the existence or prosecution thereof), which, individually or in the aggregate would reasonably be expected to have a material adverse effect on the business, operations, assets or financial condition of GenOn and its subsidiaries (taken as a whole).
14. The Backstop Parties shall have received the following: (i) the executed indenture and definitive documentation with respect to the issuance of the New Secured Notes (which shall be consistent with the Term Sheet and otherwise as may be mutually agreed), (ii) customary legal opinions, (iii) customary evidence of authority, (iv) customary officer's certificates, (v) good standing certificates, (vi) a solvency certificate from the chief financial officer of the Issuer after giving pro forma effect to the issuance of the New Secured Notes and (vii) all documentation and other information about the Issuer and the Guarantors required under applicable "know-your-customer" and anti-money laundering rules.

15. Each Group A Backstop Party shall have a right of first refusal to participate in the Exit Financing. Such rights of first refusal in total for all Group A Backstop Parties shall be equal to the total amount of the Exit Financing (less any New Exit Revolving Credit Facility) multiplied by the quotient of 378.5 divided by 2,208.3 (the "First Refusal Pool") and the right of first refusal for each Group A Backstop Party shall be equal to the percentage set forth beside such Group A Backstop Party on Schedule I to the Commitment Letter to which this Term Sheet is attached multiplied by the amount of the First Refusal Pool.

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