EXHIBIT A

Updated Form of New Organizational Documents

Execution Version

FOURTH AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

LONGVIEW INTERMEDIATE HOLDINGS C, LLC

(a Delaware limited liability company)

Effective as of

April 13, 2015

FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF LONGVIEW INTERMEDIATE HOLDINGS C, LLC

THIS FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of LONGVIEW INTERMEDIATE HOLDINGS C, LLC, a Delaware limited liability company (the "Company"), effective as of April 13, 2015, is adopted and entered into by and among the Persons who are parties hereto as listed on Schedule 3.1 hereto (collectively, the "Members," which term shall also include such other Persons who shall become members of the Company in accordance with the terms of this Agreement and pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101 et seq.), as amended from time to time (the "Act")).

WHEREAS, the Company was formed as a limited liability company pursuant to and in accordance with the Act by the filing of its certificate of formation on May 8, 2001, as amended by the filing of Certificates of Amendment on July 9, 2002, August 26, 2002 and June 21, 2005, and as amended and restated by the filing of an Amended and Restated Certificate of Formation on February 7, 2007 (the "Certificate of Formation") and the execution and delivery of the Limited Liability Company Agreement of the Company, dated as of January 24, 2007 (the "Initial Agreement");

WHEREAS, the Initial Agreement was subsequently amended and restated pursuant to (i) the Amended and Restated Limited Liability Company Agreement of the Company, (ii) the Second Amended and Restated Limited Liability Company Agreement of the Company, dated as of February 28, 2007 and (iii) the Third Amended and Restated Limited Liability Company Agreement of the Company, dated as of June 20, 2011 (as so amended and restated, the "Amended LLC Agreement"); and

WHEREAS, pursuant to this Agreement, the parties hereto desire to further amend and restate the Amended LLC Agreement in accordance with and pursuant to the terms set forth in the Company's and its Affiliates' Joint Plan of Reorganization filed on November 13, 2013 with the Bankruptcy Court (as may be further amended and restated from time to time, the "Plan").

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions.

As used in this Agreement, the following terms shall have the meanings set forth below:

"10% Member" means each Member that (together with its Affiliates) (1) holds, as of the Effective Date, at least 10% of all of the then outstanding Common Shares (excluding Incentive Shares) and (2) continues to hold, as of 9:00 a.m. Eastern time on the record date of

each annual meeting thereafter, at least 8% of all of the then outstanding Common Shares (excluding Incentive Shares).

"Act" has the meaning set forth in the preamble hereto.

"Additional Capital Contribution" has the meaning set forth in Section 3.2.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person. The term "control" (including the terms "controlled by" and "under common control with") as used in this definition means the possession, directly or indirectly (including through one or more intermediaries), of the power or authority to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. The term "Affiliated" shall have a correlative meaning. In calculating any Member's ownership of Shares for the purposes of determining whether a Member shall have certain rights under this Agreement, all Shares held by Affiliated Members shall be aggregated for the purposes of such determination.

"Agreement" means this Agreement as the same may be amended, supplemented or modified in accordance with the terms hereof.

"Amended LLC Agreement" has the meaning set forth in the recitals.

"Approved Sale" has the meaning set forth in Section 9.4(b).

"ASOF" means collectively, the funds and investment accounts affiliated with American Securities, LLC that are Members of the Company.

"Bankruptcy Code" has the meaning set forth in Section 2.2(b).

"Bankruptcy Court" means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Chapter 11 Cases and, to the extent of the withdrawal of any reference under 28 U.S.C. § 157 and/or the General Order of the District Court pursuant to section 151 of title 28 of the United States Code, the United States District Court for the District of Delaware

"Board Observer" has the meaning set forth in Section 5.11(a).

"Board of Managers" means the Board of Managers provided for in Article V.

"Boards" has the meaning set forth in Section 5.11(a).

"Business Day" means any calendar day that is not a Saturday, Sunday or other calendar day on which banks are required or authorized to be closed in the City of New York.

"Buyout Notice" has the meaning set forth in Section 9.4(a).

"Change of Control" means the occurrence of any of the following: (i) the direct or indirect sale, lease, transfer, conveyance or other disposition, in one or a series of related

transactions (including any merger or consolidation or whether by operation of law or otherwise), of all or substantially all of the properties or assets of the Company and its Subsidiaries, to any one Third Party Purchaser (or group of Affiliated Third Party Purchasers) or (ii) the consummation of any transaction (including any merger or consolidation or whether by operation of law or otherwise), the result of which is that any one Third Party Purchaser (or group of Affiliated Third Party Purchasers) becomes the beneficial owner, directly or indirectly, of more than fifty percent (50%) of the then outstanding Shares or of the surviving entity of any such merger or consolidation.

"Chief Executive Officer" means the person from time to time serving as chief executive officer of the Company in accordance with this Agreement.

"Centerbridge" means, collectively, the funds and investment accounts affiliated with Centerbridge Partners, L.P. that are Members of the Company.

"CEO Manager" has the meaning set forth in Section 5.3(a).

"Code" means the Internal Revenue Code of 1986, as amended, including any successor provisions and transition rules.

"Commission" means the United States Securities and Exchange Commission.

"Common Share" means a Share representing a fractional part of the equity interests in the Company having the preferences, rights, obligations and limitations specified with respect to the Common Shares in this Agreement.

"Company" has the meaning set forth in the preamble to this Agreement.

"Confidential Information" has the meaning set forth in Section 11.14(a).

"Credit Agreement" means the Credit and Guaranty Agreement dated as of April 13, 2015, by and among Longview Power, LLC, the Company, the other guarantors party thereto from time to time, the lenders party thereto from time to time, Morgan Stanley Bank, N.A., as an Issuing Bank (as defined therein) and Morgan Stanley Senior Funding, Inc., as Administrative Agent (as defined therein).

"Damages" has the meaning set forth in Section 7.2(a).

"Delivery" has the meaning set forth in Section 4.6(b).

"Drag-Along Outside Date" has the meaning set forth in Section 9.4(c).

"Drag-Along Sale" has the meaning set forth in Section 9.4(a).

"Effective Date" has the meaning set forth in Section 2.2(a).

"Effective Transfer Time" has the meaning set forth in Section 9.6.

"Event of Dissolution" has the meaning set forth in Section 10.1.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any successor statute thereto, and the rules and regulations of the Commission promulgated thereunder.

"Exit Financing" means (i) the Credit Agreement, (ii) each other Loan Document (as defined in the Credit Agreement), and (iii) all security agreements, pledge agreements, depositary agreements, control agreements, mortgages and all other agreements, documents, instruments, notices, notes, amendments, supplements, waivers, applications, acknowledgments, undertakings and certificates contemplated thereby or delivered in connection therewith.

"Family Member" means an individual's spouse, domestic partner, sibling, child, or other lineal descendant of such individual (including adoptive relationships and stepchildren) and the spouses of each such natural person.

"FINRA" means the Financial Industry Regulatory Authority.

"Fund Indemnitee" has the meaning set forth in Section 7.2(c).

"Fund Indemnitors" has the meaning set forth in Section 7.2(c).

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"Governmental Authority" means the government of any nation, state, city, locality or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"Incentive Shares" has the meaning set forth in Section 9.8(a).

"Indemnitee" has the meaning set forth in Section 7.2(a).

"Independent Manager" means a manager of the Company who shall not have been at the time of such election, and may not have been during the five years prior to the date of determination, and shall not be at any time during such individual's tenure: (i) a member, partner, shareholder, manager, officer, director, employee, attorney or counsel of the Company, or any of the Company's Subsidiaries or Affiliates (with the exception of serving as an Independent Manager or, if such Independent Manager is provided by a nationally recognized company that provides independent directors, Independent Manager of another so-called "special purpose entity" affiliated with the Company and such Independent Manager shall be permitted to receive Incentive Shares from the Company), (ii) a customer, supplier or service provider (including a provider of professional services) that derives any material financial benefit from its activities with the Company or any of its Subsidiaries or Affiliates (other than consumer transactions in the ordinary course), (iii) a Person controlling or under common control with such Member, supplier or customer, or (iv) a member of the immediate family of any such member, director, officer, employee, supplier or customer or a member of the immediate family of any Person in (i), (ii) and (iii).

"Initial Agreement" has the meaning set forth in the recitals.

"Initial Public Offering" means a bona fide firm commitment underwritten public offering of the equity interests of the Company, pursuant to an effective registration statement filed under the Securities Act.

"KKR" means, collectively, the funds and investment accounts affiliated with KKR Credit Advisors (US) LLC (f/k/a KKR Asset Management LLC) that are Members of the Company.

"Majority Managers" has the meaning set forth in Section 5.3(a).

"Manager" means a natural person serving as a member of the Board of Managers in accordance with this Agreement.

"Members" has the meaning set forth in the preamble hereto; provided, however, that a Person shall cease to be a Member for purposes of this Agreement at such time as such Person ceases to own any Shares.

"Met Life" means, collectively, the funds and investment accounts affiliated with Metropolitan Life Insurance Company that are Members of the Company.

"NAIC" means the National Association of Insurance Commissioners.

"New Securities" has the meaning set forth in Section 9.8(a).

"Notice of Acceptance" has the meaning set forth in Section 9.8(b).

"Offered Securities" has the meaning set forth in Section 9.8(a).

"Order" has the meaning set forth in Section 2.2(a).

"Permitted Transferees" has the meaning set forth in Section 9.2.

"Person" means any individual, corporation, company, voluntary association, partnership, joint venture, limited liability company, trust, estate, unincorporated organization, Governmental Authority or other entity and shall include any "group" within the meaning of the regulations promulgated by the Commission under Section 13(d) of the Exchange Act.

"Plan" has the meaning set forth in the recitals.

"Preemptive Offer" has the meaning set forth in Section 9.8(a).

"Preemptive Right" has the meaning set forth in Section 9.8(a).

"Proportionate Percentage" has the meaning set forth in Section 9.8(a).

"Proposed Transfer" has the meaning set forth in Section 9.3(b).

"Protected Person" has the meaning set forth in Section 7.1(a).

"Related Person" means (i) any Affiliate of the Company and (ii) any other Person if such other Person and its Affiliates, beneficially own (within the meaning of Rule 13d-3 under the Exchange Act), in the aggregate more than 9% of the outstanding Shares.

"SARs" means stock appreciation rights.

"Securities" means "securities" as defined in Section 2(a)(1) of the Securities Act and includes, with respect to any Person, such Person's capital stock or other equity interests or any options, warrants or other securities that are directly or indirectly convertible into, or exercisable or exchangeable for, such Person's capital stock.

"Securities Act" means the Securities Act of 1933, as amended, or any successor statute thereto, and the rules and regulations of the Commission promulgated thereunder.

"Selling Members" has the meaning set forth in Section 9.4(a).

"Selling Tag Member" has the meaning set forth in Section 9.3(a).

"Share" means an ownership interest of a Member in the Company, including each of the Common Shares or any other class or series of Shares designated by the Board of Managers.

"Significant Subsidiary" means the Subsidiaries listed on Schedule 1.1.

"Steering Committee" means ASOF, Centerbridge, KKR, Met Life, Tennenbaum and Third Avenue.

"Stock" has the meaning set forth in Section 9.9(c).

"Subject Purchaser" has the meaning set forth in Section 9.8(a).

"Subsidiary" shall mean, with respect to any Person, any corporation, limited liability company, partnership, association or business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof or (ii) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of such partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof.

"Successor Corporation" has the meaning set forth in Section 9.9(a).

"Tag-Along Notice" has the meaning set forth in Section 9.3(b).

"Tag-Along Notice Period" has the meaning set forth in Section 9.3(b).

"Tag-Along Rightholder" has the meaning set forth in Section 9.3(a).

"Taxes" means any and all taxes (including net income, gross income, franchise, ad valorem, gross receipts, sales, use, property, and stamp taxes), levies, imposts, duties, charges, assessments, or withholdings of any nature whatsoever, general or special, ordinary or extraordinary, now existing or hereafter created or adopted, together with any and all penalties, fines, additions to tax, and interest thereon.

"Tennenbaum" means, collectively, the funds and investment accounts affiliated with Tennenbaum Capital Partners, LLC that are Members of the Company.

"Third Avenue" means, collectively, the funds and investment accounts affiliated with Third Avenue Management, LLC that are Members of the Company.

"Third Party Purchaser" has the meaning set forth in Section 9.3(a).

"Transfer" means any direct or indirect transfer, sale, assignment, pledge, hypothecation or other disposition of any Share, whether voluntary or involuntary, or any agreement to transfer, sell, assign, pledge, hypothecate or otherwise dispose of any Share, including any such disposition by operation of law or otherwise to an heir, successor or assign; provided, however, that (i) a transaction that is a pledge shall not be deemed to be a Transfer but a foreclosure pursuant thereto shall be deemed to be a Transfer; (ii) with respect to any Member that is a widely held "investment company" as defined in the Investment Company Act of 1940, as amended, or any publicly traded company whose securities are registered under the Exchange Act, a sale, transfer, assignment, pledge, hypothecation, encumbrance or other disposition of ownership interests in such investment company or publicly traded company shall not be deemed a Transfer; (iii) with respect to any Member that is a private equity fund, hedge fund or similar vehicle, any Transfer of limited partnership or other similar non-control interest in any entity which is a pooled investment vehicle holding other material investments and which is an equityholder (directly or indirectly) of a Member, or the change in control of any general partner, manager or similar person of such entity, will not be deemed to be a Transfer for purposes hereof; and (iv) to the extent that Schedule 3.1A, as of the Effective Date, did not properly reflect the number of Common Shares held by a Member due to errors or inaccuracies in the final lender list for the pre-petition credit agreement or the failure of pre-Effective Dates trades among lenders to be finalized with the agent to the pre-petition credit agreement, any Transfers of Common Shares between Members that were made solely to correct such errors, inaccuracies or failures shall not be deemed Transfers for purposes hereunder; provided, that, with respect to this clause (iv), prior to effecting any such Transfer, including making any revision, amendment or modification of Schedule 3.1, the Company shall be entitled to obtain, in its sole discretion, a written acknowledgement by each affected Member that such Transfer was made in good faith expressly for the purposes under this clause (iv) and that the Transfer otherwise complies with all applicable laws and the provisions of this Agreement. The term "Transferred," "Transferor" and "Transferee" shall have their respective correlative meanings.

1.2 Usage Generally. The definitions in this Article I or the Schedules to this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. All references herein to Articles, Sections and Schedules shall be deemed to be references to Articles and Sections of, and Schedules to, this Agreement unless the context shall otherwise require. All Schedules attached hereto shall be deemed incorporated

herein as if set forth in full herein and, unless otherwise defined therein, all terms used in any Schedule shall have the meaning ascribed to such term in this Agreement. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." All accounting terms not defined in this Agreement shall have the meanings determined by GAAP. 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. Unless otherwise expressly provided herein, 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 references to all attachments thereto and instruments incorporated therein.

ARTICLE II
THE COMPANY AND ITS BUSINESS

2.1 Agreement; Effect of Inconsistencies with Act. The Members hereby adopt this Agreement as the limited liability agreement of the Company, to set forth the rules, regulations and provisions regarding the management of the business of the Company, the governance of the Company, the conduct of its business and the rights and privileges of its Members. The Members agree to the terms and conditions of this Agreement, as it may from time to time be amended, supplemented or restated according to its terms. The powers and authorities granted by this Agreement are subject to the provisions of the Act. To the extent any provision of this Agreement is prohibited or ineffective under the Act or any other law, this Agreement shall be considered amended to the smallest degree possible in order to make such provision effective under the Act or such other law. If the Act or applicable law is subsequently amended or interpreted in such a way as to validate a provision of this Agreement that was formerly invalid, such provision shall be considered to be valid from the effective date of such interpretation or amendment. Each Member shall be entitled to rely on the provisions of this Agreement, and no Member shall be liable to the Company or to any other Member for any action or refusal to act taken in good faith reliance on this Agreement. Notwithstanding anything herein to the contrary, Section 18-210 of the Act (entitled "Contractual Appraisal Rights") shall not apply or be incorporated into this Agreement.

2.2 Effective Date and Term.

(a) This Agreement is effective as of the date first above written. The Company commenced on the date the Certificate of Formation of the Company was filed with the Secretary of State of the State of Delaware and shall continue in existence until it is dissolved and terminated in accordance with the terms hereof. This Agreement, which amends and restates the Amended LLC Agreement, was filed with the Bankruptcy Court pursuant to the Plan, confirmed by an order of the Bankruptcy Court, dated March 16, 2015 in In re: Longview Power, LLC, et al., Case No.: 13-12211 (BLS) under Chapter 11 of Title 11 of the United States Code (the "Order") and became effective April 13, 2015 (the "Effective Date"). Pursuant to the Order and as set forth in the Plan, among other things, all equity Securities of the Company issued and outstanding immediately prior to the Effective Date were discharged, terminated and cancelled. To the extent that the rights or obligations of any Member are different by reason of any

provision of this Agreement than they would be in the absence of such provisions, this Agreement shall, to the extent permitted by the Act, control.

(b) Notwithstanding anything herein to the contrary, the Company shall not issue any class of non-voting equity securities unless and solely to the extent permitted by Section 1123(a)(6) of Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") as in effect on the Effective Date, provided that the foregoing restriction (i) will have no further force and effect beyond that required under Section 1123 of the Bankruptcy Code, (ii) will only have such force and effect for so long as Section 1123 of the Bankruptcy Code is in effect and applicable to the Company and (c) in all events may be amended or eliminated in accordance with applicable law as from time to time may be in effect.

(c) If, on the Effective Date, any Member (together with its Affiliates) owns or controls 10.0% or more of the then outstanding Common Shares, such Member shall not be entitled to vote any Common Shares on any matter under this Agreement in excess of the Common Shares representing 9.99% of the then outstanding Common Shares unless and until the ownership or control by such Member has been authorized by the Federal Energy Regulatory Commission pursuant to Section 203 of the Federal Power Act, as amended.

2.3 Name. The name of the Company shall be "Longview Intermediate Holdings C, LLC". The Company may adopt and conduct its business under such assumed or trade names as the Board may from time to time determine. The words "Limited Liability Company," "LLC," or similar words or letters shall be included in the Company's name where necessary for the purpose of complying with the laws of any jurisdiction that so requires. The Board may change the name of the Company at any time and from time to time and shall notify the Members of such change in the next regular communication to the Members.

2.4 Registered Agent and Office. The registered agent for the service of process and the registered office shall be that Person and location reflected in the Certificate of Formation. The Board may, from time to time, change the registered agent or office through appropriate filings with the Secretary of State of the State of Delaware. If the registered agent ceases to act as such for any reason or the location of the registered office shall change, the Board shall promptly designate a replacement registered agent or file a notice of change of address as the case may be.

2.5 Principal Executive Office. The principal executive office of the Company is located at _____. The Company may locate its principal executive office at any other place or places as the Board may, from time to time, deem advisable. The Company may maintain offices at such other place or places within or outside the State of Delaware as the Board determines to be necessary or appropriate.

2.6 Foreign Qualification. The President and Chief Executive Officer, Chief Financial Officer, any Vice President, the Secretary and any Assistant Secretary of the Company are, and each of them individually is, hereby authorized to qualify the Company to do business as a foreign limited liability company in any state or territory in the United States in which the Company may wish to conduct business, and each is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file any amendments or restatements of the Certificate of Formation, any other certificates and any amendments or restatements thereof

necessary for the Company (subject to any required consent of the Members) to so qualify to do business in any such state or territory.

2.7 No State Law Partnership. The Members intend that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member by virtue of this Agreement and neither this Agreement nor any other document entered into by the LLC or any Member relating to the subject matter hereof shall be construed to suggest otherwise.

2.8 Purposes. The Company is formed for the purposes of engaging in any lawful acts or activities for which limited liability companies may be organized under the Act and to engage in any and all activities necessary or incidental thereto. The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the Act.

ARTICLE III
MEMBERS; DISTRIBUTIONS

3.1 Members.

(a) The identity, address and e-mail address of each Member, the number and class of Units held by such Member and such Member's Class Member Percentage is set forth on Schedule 3.1 attached hereto.

(b) Schedule 3.1 shall be amended by the Company following any Transfer as provided by Article IX or any issuance of additional Shares in accordance with this Agreement[1].

(c) Each Person designated for admission to the Company as an additional Member in accordance with this Agreement (other than in connection with a Transfer made in accordance with Article IX) shall contribute cash, other property (including securities) or services rendered in the amount and of the type designated by the Board of Managers and Schedule 3.1 shall be amended at the time of such additional Members' admission as a Member by the Board of Managers to reflect such contribution.

3.2 Additional Capital Contributions. No Member shall be obligated to make an Additional Capital Contribution to the Company. All amounts paid to the Company by a Member as additional equity capital shall be deemed to be an "Additional Capital Contribution" by such Member for the purposes of this Agreement, and Schedule 3.1 shall be amended at the time of such Additional Capital Contribution.

3.3 No Interest in Company Property. A Member's Shares shall for all purposes be personal property. A Member has no interest in specific Company property.

[1] NTD: Schedule 3.1 will not be publicly available.

3.4 Distributions. No Member shall be entitled to receive any distribution from the Company except as provided in this Agreement. Distributions (whether interim distributions or distributions on liquidation) made after the Effective Date shall be made in amounts determined by the Board of Managers to the Members, subject to the restrictions set forth in the Act. All distributions shall be made to Members pro rata in accordance with the number of Common Shares held by each; provided, however, for the avoidance of doubt, that unvested Incentive Shares shall receive no distributions and shall not be entitled to any distributions (even if such Incentive Shares later become vested), except as may be provided in the definitive grant agreement related to such Incentive Shares.

ARTICLE IV
SHARES

4.1 Shares. As of the Effective Date, the ownership interests in the Company are evidenced by one class of Shares, Common Shares.

4.2 Designation of Shares. The Board of Managers shall have the power to designate the ownership interests in the Company into one or more classes and/or series of Shares and to fix for such class or series such voting powers, full or limited, or no voting powers, and such distinctive designations, preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated and expressed in the properly approved resolution or resolutions of the Board of Managers providing for such designation, and such resolution or resolutions of the Board of Managers shall set forth such amendments to this Agreement as shall be necessary or reasonable in the sole judgment of the Board of Managers to effect such resolution and subject to Sections 6.9, 6.14, and 11.4, such amendments shall be binding upon all of the Members of the Company upon a properly adopted resolution by the Board of Managers.

4.3 Issue of Shares; Register; Transfer. Subject to Section 9.8 and Section 6.14, the Board of Managers may issue Shares from time to time in such portions of the entire interests in the Company as the Board of Managers shall properly approve, either for cash, services, Securities, property or other value, or in exchange for other Shares, and at such price and upon such terms as the Board of Managers may, subject to the terms of this Agreement, determine. The Board of Managers may (a) provide that a register of holders of any or all Shares shall be kept and (b) may appoint one or more transfer agents and one or more registrars, all in accordance with such rules, regulations and procedures as the Board of Managers may determine.

4.4 Certificates. The Company may, upon the direction of the Board of Managers, issue certificates of limited liability company interests evidencing the Shares. Upon the direction of the Board of Managers, each certificate evidencing any Share shall bear such appropriate legend indicating the existence of this Agreement and the restrictions on Transfer contained herein and imposed by applicable law.

ARTICLE V
MANAGEMENT OF THE COMPANY

5.1 Management and Control of the Company. The management, operation and control of the business and affairs of the Company shall be vested exclusively in the Board of Managers, except as otherwise expressly provided for in this Agreement. The Board of Managers shall have full and complete power, authority and discretion for, on behalf of and in the name of the Company, to enter into and perform all contracts and other undertakings that it may deem necessary or advisable to carry out any and all of the objects and purposes of the Company. A Manager acting individually will not have the power to bind the Company. The power and authority of the Board of Managers may be delegated by the Board of Managers to a committee of Managers, to any officer of the Company or to any other Person engaged to act on behalf of the Company.

5.2 Members Shall Not Manage or Control. The Members, other than as they may act by and through the Board of Managers, shall take no part in the management of the business and affairs of the Company and shall transact no business for the Company, in each case other than as specifically delegated by the Board of Managers.

5.3 Board of Managers.

(a) A Board of Managers shall be established and shall consist of seven natural persons, in accordance with this Section 5.3. The Board of Managers shall be elected at each annual meeting of the Members (with the first such annual meeting to take place in 2016, but shall be no earlier than 12 months after the Effective Date), which election may also be conducted through action by written consent pursuant to Section 6.11, and, subject to Section 5.3(b), shall be comprised of (i) the Chief Executive Officer (the "CEO Manager"); (ii) two Managers appointed by KKR so long as KKR continues to hold, as of 9:00 a.m. Eastern time on the record date of each annual meeting thereafter, at least 20% of all of the then outstanding Common Shares (excluding Incentive Shares) and thereafter, one Manager appointed by KKR so long as KKR continues to hold, as of 9:00 a.m. Eastern time on the record date of each annual meeting thereafter, at least 7.5% of all of the then outstanding Common Shares (excluding Incentive Shares); (iii) one Manager appointed by ASOF so long as ASOF continues to hold, as of 9:00 a.m. Eastern time on the record date of each annual meeting thereafter, at least 7.5% of all of the then outstanding Common Shares (excluding Incentive Shares); (iv) one Manager appointed by Centerbridge so long as Centerbridge continues to hold, as of 9:00 a.m. Eastern time on the record date of each annual meeting thereafter, at least 7.5% of all of the then outstanding Common Shares (excluding Incentive Shares); (v) one Manager appointed by Third Avenue so long as Third Avenue continues to hold, as of 9:00 a.m. Eastern time on the record date of each annual meeting thereafter, at least 7.5% of all of the then outstanding Common Shares (excluding Incentive Shares) and (vi) one Manager initially appointed by the Steering Committee and thereafter, beginning at the first annual meeting of the Company following the Effective Date, elected by Members holding a majority of the then outstanding Common Shares (excluding Incentive Shares) (the "Majority Manager"). In the event that any of ASOF, KKR, Centerbridge or Third Avenue (or their Transferees who then hold the right to designate one or more Managers) Transfer Shares in compliance with Article IX equal to more than 9% of all of the then outstanding Shares (excluding Incentive Shares) of the Company, then such Member may also Transfer its right to designate a Manager hereunder, and such Transferee shall continue to have such designation rights as long as it continues, as of the date of each applicable annual

meeting, to hold (in each case, together with its Affiliates) at least 7.5% of the then outstanding Shares (excluding Incentive Shares); provided, that if prior to the Transfer such Transferee already has designation rights, the Transferee shall have the rights of both such Members so long as such Transferee owns at least 15% of the then outstanding Common Shares; provided, further, that KKR (or their Transferees who then hold the right to designate one or more Managers) may, but is not required to, Transfer its right to designate one Manager hereunder with each Transfer of Shares in compliance with Article IX equal to more than 9% of all of the then outstanding Shares (excluding Incentive Shares) of the Company. The Board of Managers shall consist initially of those natural persons set forth on Schedule 5.3(a).

(b) Notwithstanding the provisions of Section 5.3(a), if at any applicable annual meeting of the Members, any of KKR, ASOF, Centerbridge or Third Avenue (or their Transferees who then hold the right to designate one or more Managers) is no longer entitled to designate a Manager pursuant to Section 5.3(a), then an additional Majority Manager shall be elected to fill each such vacancy at such annual meeting of the Members or by written consent as of the date of such annual meeting pursuant to Section 6.11 in lieu of such an annual meeting and, in such instance, any Member shall be permitted to nominate an individual for election as a Manager by the Members holding a majority of the then outstanding Common Shares pursuant to this Section 5.3(b).

(c) The Company shall send prompt written notice to all Members of the annual meeting and any change in the composition or size of the Board of Managers. All Managers (other than the CEO Manager serving as such as of the date hereof) shall be entitled to reimbursement of their reasonable and documented out-of-pocket expenses incurred in connection with their attendance of meetings of the Board of Managers and any committees of the Board of Managers. All or any number of the Managers may be removed at any time, with or without cause, by the Members that appointed such Manager, in accordance with Section 5.3(a) and (b). The CEO Manager may be removed at any time, with or without cause, by a majority of the Board of Managers other than the CEO Manager.

(d) The Steering Committee shall designate, from one of the Managers listed on Schedule 5.3(a), a member of the Board of Managers to initially serve as Chairman until such time as such Chairman resigns or is removed by majority vote of the Board of Managers. Thereafter, the Board of Managers shall from time to time elect a member of the Board of Managers to serve as Chairman.

(e) Any Manager may resign at any time by so notifying the Chairman in writing. Such resignation shall take effect upon receipt of such notice by the Chairman or at such later time as is therein specified, and unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

(f) If at any time a vacancy is created on the Board of Managers by reason of the incapacity, death, removal or resignation of any Manager, the vacancy shall be filled by another individual selected in accordance with Section 5.3(a) and (b), or in the case of a CEO Manager or Majority Manager, by the Board of Managers, to serve until the next annual meeting of the Members. The size of the Board may be decreased by vote of the

Members in accordance with Section 11.4, provided that no such decrease in size shall have the effect of removing any Member's right to appoint a Manager as provided in Section 5.3(a) and (b).

(g) Compensation of Managers shall be set by a vote of the Board of Managers. Only Independent Managers shall be entitled to compensation.

(h) The designation of an individual as a Manager shall not of itself create a right to continued membership on the Board of Managers or employment with the Company.

5.4 Meetings of the Board of Managers. The Board of Managers shall hold regular meetings at least once during each fiscal quarter at such time and place as shall be determined by the Board of Managers. Special meetings of the Board of Managers may be called at any time by any two or more Managers. Written notice shall be required with respect to any meeting of the Board of Managers, and written notice of any special meetings shall specify the purpose of the special meeting. Unless waived by all of the Managers in writing (before, during or after a meeting) or with respect to any Manager at such meeting, prior notice of any regular or special meeting (including reconvening a meeting following any adjournments or postponements thereof) shall be given to each Manager at least one (1) Business Day before the date of such meeting. Notice of any meeting need not be given to any Manager who shall submit, either before, during or after such meeting, a signed waiver of notice. Attendance of a Manager at a meeting shall constitute a waiver of notice of such meeting, except when the Manager attends the meeting for the express purpose of objecting at the beginning thereof to the transaction of any business because the meeting is not properly noticed, called or convened.

5.5 Quorum and Voting.

(a) No action may be taken by the Board of Managers unless a quorum is present. A quorum shall consist of the presence, in person or by proxy, of a majority of the Managers then in office.

(b) When a quorum is present, the Board of Managers shall act by vote of a majority of the Managers then present (unless otherwise specified herein), and each Manager shall have one vote.

(c) Each Manager may authorize in writing another natural person or natural persons to vote and act for such member by proxy, and such natural person or natural persons holding such proxy shall be counted towards the determination of whether a quorum of the Board of Managers is present. One natural person may hold more than one proxy and each such proxy held by such natural person shall be counted towards the determination of whether a quorum of the Board of Managers exists.

5.6 Procedural Matters of the Board of Managers.

(a) Any action required or permitted to be taken by the Board of Managers (or any committee thereof) may be taken without a meeting, if all of the Managers who are entitled to vote on such action consent in writing to such action. Such consent shall have the same effect as a vote of the Board of Managers.

(b) The Board of Managers (and each committee thereof) shall cause to be kept a book of minutes of all of its actions by written consent and in which there shall be recorded with respect to each meeting of the Board of Managers (or any committee thereof) the time and place of such meeting, whether regular or special (and if special, how called), the names of those present and the proceedings thereof.

(c) Managers may participate in a meeting of the Board of Managers (or any committee thereof) by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear one another, and such participation shall constitute presence in person at such meeting.

(d) At each meeting of the Board of Managers, the Chairman shall preside and, in his or her absence, Managers holding a majority of the votes present may appoint any member of the Board of Managers to preside at such meeting. The secretary (or such other person as shall be designated by the Board Managers, which may include counsel to the Company) shall act as secretary at each meeting of the Board of Managers. In case the secretary shall be absent from any meeting of the Board of Managers, an assistant secretary shall perform the duties of secretary at such meeting or the person presiding at the meeting may appoint any person to act as secretary of the meeting.

(e) The Board of Managers may designate one or more committees to take any action that may be taken hereunder by the Board of Managers, which committees shall take actions under such procedures (not inconsistent with this Agreement) as shall be designated by it. For so long as KKR is entitled to appoint two Managers to the Board of Managers pursuant to Section 5.3(a) and Section 5.3(b), KKR shall be entitled to have one Manager serve on each committee formed by the Board of Managers.

5.7 Officers.

(a) All officers of the Company shall have such authority and perform such duties as may be provided in this Agreement or, to the extent not so provided, by resolution passed by the Board of Managers. The officers of the Company shall, at a minimum, consist of a Chief Executive Officer, President, Chief Financial Officer and Secretary. The officers (other than the Chief Executive Officer) shall be appointed by majority vote of the Board of Managers. The Chief Executive Officer shall be appointed by a majority of the Board of Managers other than the CEO Manager. As of the Effective Date, the Chief Executive Officer and President shall be Jeffrey Keffer.

(b) Each officer shall be a natural person eighteen years of age or older. One person may hold more than one office. In all cases where the duties of any officer, agent, or employee are not prescribed by this Agreement, such officer, agent or employee shall follow the orders and instructions of the Chief Executive Officer unless otherwise directed by the Board of Managers. The officers, to the extent of their powers as set forth in this Agreement or as delegated to them by the Board of Managers, are agents of the Company and the actions of the officers taken in accordance with such powers shall bind the Company.

(c) The Secretary shall generally perform all the duties usually appertaining to the office of Secretary of a limited liability company.

5.8 Terms of Office; Resignation; Removal.

(a) Each officer shall hold office until he or she is removed in accordance with clause (c) below or his or her earlier death, disability or resignation. Any vacancy occurring in any of the officers of the Company, for any reason, shall be filled by action of the Board of Managers.

(b) Any officer may resign at any time by giving written notice to the Board of Managers. Such resignation shall take effect at the time specified in such notice or, if the time be not specified, upon receipt thereof by the Board of Managers. Unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

(c) Each officer shall be subject to removal by the Board of Managers.

5.9 Compensation. The compensation and terms of employment of all of the officers shall be fixed by the Board of Managers.

5.10 Approval by Board of Certain Matters.

(a) Neither the Company nor any of its Subsidiaries shall enter into any transaction, agreement or arrangement with any Related Person, other than employment or indemnification arrangements with Managers, officers or employees of the Company in the ordinary course of business, unless such transaction, agreement or arrangement is approved by at least three-quarters (¾) of the disinterested members of the Board of Managers (or, if there are no such disinterested members, by the entire Board of Managers acting reasonably). For the avoidance of doubt, no Manager that is appointed by a Member pursuant to Section 5.3(a) shall be permitted to vote on any transaction, agreement or arrangement involving the Member that appointed such Manager. Further, with respect to any amendment, modification, supplement, waiver or refinancing of the Exit Financing, no Manager appointed by any Member that, together with its Affiliates, holds more than 20% of the aggregate outstanding principal amount under the Exit Financing shall be permitted to vote on such transaction, agreement or arrangement.

(b) The written consent of a majority of the Independent Managers will be required in order for the Company to: (A) file or consent to the institution of bankruptcy or insolvency proceedings against the Company or any of its Subsidiaries or the filing of any petition, either voluntary or involuntary, to take advantage of any applicable federal or state law relating to bankruptcy; (B) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or other similar official of the Company or any of its Subsidiaries or a substantial part of the Company's or any of its Subsidiaries' property; (C) take any action that might cause such entity to become insolvent or otherwise seek any relief under any laws relating to the relief of debts or the protection of creditors generally; (D) make an assignment for the benefit of creditors; (E) admit in writing the Company's or any of its Subsidiaries' inability to pay its debts

generally as they become due, or any similar action; or (F) take action in furtherance of any of the foregoing actions.

5.11 Non-Voting Observers.

(a) (i) Each Member that (together with its Affiliates) holds, as of the Effective Date, at least 7.5% of the then outstanding Common Shares (excluding Incentive Shares) shall have the right to appoint two observers (for so long as such Member continues to hold at least 7.5% of the then outstanding Common Shares (excluding Incentive Shares)) and (ii) each Member that (together with its Affiliates) holds, as of 9:00 a.m. Eastern time on the record date of each annual meeting, at least 7.5% of the then outstanding Common Shares (excluding Incentive Shares) shall have the right to appoint one observer (each such observer appointed pursuant to subclause (i) and (ii), a "Board Observer" and collectively, the "Board Observers") to the Board of Managers and, to the extent applicable, to the governing bodies of each of the Company's Significant Subsidiaries (collectively, the "Boards"). Subject to Section 5.11(c), each Board Observer shall be entitled to attend and speak at all meetings of the Boards, and shall receive all reports, meeting materials, notices and other materials as and when provided to the Managers or members of the other Boards.

(b) No Board Observer shall have the power to vote or consent to any matter presented to the Boards, to take any action proposed to be taken by the Boards, or to otherwise participate in the management of or direct the actions of the Company or its Significant Subsidiaries. The initial Board Observers are set out in Schedule 5.11(c). Neither the failure to give proper notice to the Board Observers, nor the failure of a Board Observer to attend a meeting of any of the Boards will invalidate any actions of any Board that are otherwise duly taken.

(c) Notwithstanding the foregoing, a Board Observer may be excluded from having access to any Board materials and may be excluded from any portion of any meeting of any Board of Managers if, upon the affirmative vote of the members of the Board of Managers or the members of the other Boards, as applicable, that are not Affiliated with the Board Observer, such exclusion is reasonably necessary to preserve the attorney-client privilege of the Company or the applicable Significant Subsidiary or is deemed necessary for any reason in the discretion of the Board of Managers. As a condition of participating in any meeting or receiving any materials or notices, each Board Observer shall be required to execute a written acknowledgement that such Board Observer is subject to the confidentiality requirements set forth in Section 11.14.

ARTICLE VI
MEMBERS AND MEETINGS

6.1 Members. The name, address, class and number and type of Shares of each Member are set forth on Schedule 3.1 hereto. Such schedule shall be amended from time to time to reflect the admission of new Members, Additional Capital Contributions of the Members, and the Transfer of Shares, each as permitted by the terms of this Agreement. Each update to Schedule 3.1 shall be identified in sequence and dated as of the date of such update as follows: Schedule 3.1A (dated the date hereof), Schedule 3.1B (dated [_____]), Schedule 3.1C (dated [_____]), etc.

6.2 Admission of New Members. New Members may be admitted (i) by the Board of Managers or (ii) in accordance with the transfer provisions contained in Article IX. Each new Member, prior to being admitted, shall represent and warrant to the Company that such new member is acquiring the Shares solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof, that such new Member acknowledges that the Shares are not registered under the Securities Act, and that the Shares may not be transferred or sold except pursuant to the registration provisions of the Securities Act, as amended or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable, and make such other representations as the Company shall deem necessary or appropriate.

6.3 Resignation. A Member may not resign or withdraw from the Company prior to the dissolution and winding up of the Company.

6.4 Power of Members. The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement and the Act. The Members holding Common Shares shall elect the Board of Managers in accordance with Section 5.3. Except as otherwise specifically provided by this Agreement or required by the Act, no Member shall have the power to act for or on behalf of, or to bind, the Company. All Members shall constitute one class or group of members for purposes of the Act.

6.5 Meetings of Members. Meetings of the Members shall be called by the Board of Managers. The Members may vote, approve a matter or take any action by vote of the Members at a meeting, in person or by proxy, or without a meeting by written consent of the Members pursuant to Section 6.11.

6.6 Place of Meetings. The Board of Managers or a duly authorized committee thereof may designate any place, either within or outside of the State of Delaware, as the place of meeting for any annual meeting or for any special meeting of the Members. If no designation is made, the place of meeting shall be the principal executive offices of the Company. Members may participate in a meeting by means of a conference telephone or electronic media by means of which all persons participating in the meeting can communicate concurrently with each other, and any such participation in a meeting shall constitute presence in person of such Member at such meeting.

6.7 Notice of Members' Meetings.

(a) In connection with the calling of any meeting of the Members, the Board of Managers may set a record date for determining the Members entitled to vote at such meeting. Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose for which the meeting is called shall be delivered not less than three (3) days nor more than fifty (50) days before the date of the meeting, either personally, by facsimile or by mail, by or at the direction of any Manager calling the meeting to each Member, whether or not such Member is entitled to vote at such meeting.

(b) Notice to Members shall be given in accordance with Section 11.3.

(c) When a meeting is adjourned to another time or place, 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 Company may transact any business that might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each Member holding Common Shares entitled to vote at the meeting.

6.8 Waiver of Notice.

(a) When any notice is required to be given to any Member of the Company under the provisions of this Agreement, a waiver thereof in writing signed by the Person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

(b) By attending a meeting, a Member:

(i) Waives objection to lack of notice or defective notice of such meeting unless the Member, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting; and

(ii) Waives objection to consideration at such meeting of a particular matter not within the purpose or purposes described in the meeting notice unless the Member objects to considering the matter when it is presented.

6.9 Voting. Subject to Section 2.2(c) and Section 9.1(d), each holder of Common Shares shall be entitled to one (1) vote for each Common Share owned by such holder, except as expressly provided otherwise in this Agreement. Incentive Shares (if and when issued) shall not be entitled to vote except as otherwise determined by the Board of Managers in an award agreement.

6.10 Quorum; Vote Required. The presence at a meeting, in person or by proxy, of Members owning a majority of the outstanding Common Shares entitled to vote on the subject matter of the meeting at the time of the action taken constitutes a quorum for the transaction of business required. When a quorum is present, the affirmative vote, in person or by proxy, of a majority of the Common Shares present at the meeting shall be the act of the Members, unless the vote of a greater proportion or number or voting by classes is required by the Act or by this Agreement. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned to a period not to exceed sixty (60) days at any one adjournment.

6.11 Action by Written Consent of Members. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if Members holding not less than the minimum number of Shares that would be necessary to approve the action pursuant to the terms of this Agreement, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Members. In no instance where action is authorized by written consent shall a meeting of Members be required to be called or notice required to be given; however, a copy of the action taken by written consent shall be filed with the records of the Company. Reasonably prompt notice of the taking of any action taken without a meeting by less than unanimous written consent shall be given to those Members 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 Members to take the action were obtained; provided, that the effectiveness

of such action is not dependent on the giving of such notice. Written consent by the Members pursuant to this Section 6.11 shall have the same force and effect as a vote of such Members taken at a duly held meeting of the Members and may be stated as such in any document.

6.12 Voting by Ballot. Voting on any question or in any election may be by voice vote unless the presiding officer shall order or any Member shall demand that voting be by ballot.

6.13 No Cumulative Voting. No Member shall be entitled to cumulative voting in any circumstance.

6.14 Approval by Members of Certain Matters. The following actions may not be undertaken by or on behalf of the Company or any of its Subsidiaries without the affirmative vote or prior written consent of Members holding at least 60% of the then outstanding Common Shares (excluding Incentive Shares):

(a) without limiting Article IX, the redemption, reclassification, purchase, retirement or other acquisition, directly or indirectly (collectively, a "Redemption"), of any equity interests of the Company or its Subsidiaries (except for a Redemption (i) of Shares at a price determined by the Board of Managers (in its reasonable discretion) from former employees or consultants in connection with the cessation of their employment/services with the Company or any of its Subsidiaries, (ii) in connection with a Change of Control transaction or (iii) of Shares from all Members on a pro rata basis;

(b) other than as contemplated in Section 9.4(b) or Section 9.9, converting the Company from a limited liability company into any other form of entity or changing the Company's Tax status;

(c) create, or authorize the creation of, or issue or obligate itself to issue shares of, any additional class or series of Shares that ranks senior or pari passu to the Common Shares with respect to the distribution of available cash, distribution of assets on the liquidation, dissolution or winding up of the Company, the payment of dividends and rights of redemption;

(d) entering into any transaction that would result in a Change of Control; or

(e) entering into any agreement, commitment or arrangement to effect any of the foregoing.

ARTICLE VII
EXCULPATION; INDEMNIFICATION; LIABILITY; OPPORTUNITY

7.1 Exculpation.

(a) Subject to Section 7.3(c), no Manager, officer of the Company or any of its direct or indirect Subsidiaries, or Member, in any way, guarantees the return of any Members' capital contributions or a profit for the Members from the operations of the Company. To the fullest extent permitted by Section 18-1101 of the Act, none of the Members, Managers, officers of the Company or any of its direct or indirect Subsidiaries, any of their respective Affiliates, nor any of their respective officers, directors,

employees, partners, members, representatives or equityholders (each, a "Protected Person") will be liable to any other officer, the Company or any Member for any loss or damage sustained by the Company or any Member except as specifically provided to the contrary in the immediately following sentence. Subject to Section 7.3(c), none of the Protected Persons shall be liable to the Company or its Members for any loss or damage resulting from any act or omission taken or suffered by such Protected Person in connection with the conduct of the affairs of the Company or otherwise in connection with this Agreement or the matters contemplated hereby, unless such loss or damage is incurred by reason of such Protected Person's acts or omissions that constitute a bad faith violation of the implied contractual covenant of good faith and fair dealing. Any Protected Person or officer may consult with legal counsel, accountants, advisors or other similar persons with respect to the Company's affairs and shall be fully protected and justified in any action or inaction that is taken or omitted in good faith, in reliance upon and in accord with the opinion or advice of such persons, provided they shall have been selected in good faith. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in Section 18-406 of the Act.

(b) None of the Members, by reason of their execution of this Agreement or their status as members of the Company shall be responsible or liable for any indebtedness, liability or obligation of any other Member incurred either before or after the execution of this Agreement.

7.2 Indemnification.

(a) To the fullest extent permitted under applicable law and the Act, as the same exist or may hereafter be amended, the Company shall indemnify and hold harmless each of the Protected Persons (each, an "Indemnitee") from and against any and all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties (including, without limitation, excise and similar taxes and punitive damages) and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) of any nature whatsoever, known or unknown, liquidated or unliquidated (collectively, "Damages"), that are incurred by any Indemnitee, and arise out of or in connection with (i) the affairs of the Company or the performance by such Indemnitee of any of the Indemnitee's responsibilities hereunder or (ii) the service at the request of the Company by such Indemnitee as a partner, member, manager, director, officer, trustee, employee or agent of any other Person; provided that the Indemnitee acted in good faith and in a manner such Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the Indemnitee did not act in good faith and in a manner such Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such Indemnitee's conduct was unlawful. The indemnification obligations of the Company pursuant to this Section 7.2 shall be satisfied from and limited to the Company's assets and no Member shall have any personal liability on account thereof.

(b) The Company shall pay reasonable, documented expenses incurred by any Indemnitee in defending any action, suit or proceeding described in subsection (a) of this Section 7.2 in advance of the final disposition of such action, suit or proceeding, as such Damages are incurred; provided, however, that any such advance shall only be made if such Indemnitee provides written affirmation to repay such advance if it shall ultimately be determined by a court of competent jurisdiction that such Indemnitee is not entitled to be indemnified by the Company pursuant to this Section 7.2.

(c) Certain Indemnitees that are directors, officers, employees, stockholders, partners, limited partners, members, equityholders, managers, or advisors of any Member or any of such Member's Affiliates (each such Person, a "Fund Indemnitee") may have certain rights to indemnification, advancement of expenses and/or insurance provided by or on behalf of such Member and/or its Affiliates (collectively, the "Fund Indemnitors"). Notwithstanding anything to the contrary in this Agreement or otherwise: (i) the Company is the indemnitor of first resort (*i.e.*, the Company's obligations to each Fund Indemnitee are primary and any obligation of the Fund Indemnitors to advance Damages or to provide indemnification for such Damages incurred by each Fund Indemnitee are secondary), (ii) the Company shall be required to advance the full amount of Damages incurred by each Fund Indemnitee and will be liable for the full amount of all such Damages paid in settlement to the extent legally permitted and as required by this Agreement, without regard to any rights each Fund Indemnitee may have against the Fund Indemnitors, and (iii) the Company irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. Notwithstanding anything to the contrary in this Agreement or otherwise, no advancement or payment by the Fund Indemnitors on behalf of a Fund Indemnitee with respect to any claim for which such Fund Indemnitee has sought indemnification or advancement of Damages from the Company shall affect the foregoing and the Fund Indemnitors will have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Fund Indemnitee against the Company. The Fund Indemnitors are express third party beneficiaries of the terms of this Section 7.2(c).

(d) Without limiting clause (c) above, the indemnification provided by this Section 7.2 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement, determination of the Board of Managers or otherwise. The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Section 7.2 shall continue as to an Indemnitee who has ceased to be a Member, Manager or officer (or other Person indemnified hereunder) for any actions or omissions that occurred while such Indemnitee was a Member, Manager or officer and shall inure to the benefit of the successors, executors, administrators, legatees and distributees of such Person.

(e) The provisions of this Section 7.2 shall be a contract between the Company, on the one hand, and each Indemnitee who served at any time while this Section 7.2 is in effect in any capacity entitling such Indemnitee to indemnification hereunder, on the other hand, pursuant to which the Company and each such Indemnitee intend to be legally bound. No repeal or modification of this Section 7.2 shall affect any

rights or obligations with respect to any state of facts then or theretofore existing or thereafter arising or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon such state of facts.

(f) The Company may enter into indemnity contracts with Indemnitees and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 7.2 hereof and containing such other procedures regarding indemnification as are appropriate. For the avoidance of doubt, each of the Managers shall be entitled to receive indemnity contracts with the Company on terms no less favorable than any other indemnity contract entered into between the Company (or any of its Subsidiaries) and any other Manager.

(g) Notwithstanding anything herein to the contrary, in connection with any Change of Control, the Company shall cause a six (6) year directors and officers liability insurance "tail policy" to be acquired in connection therewith, and any portion of the cost of such policy which the Company is required to bear shall be borne pro rata by the holders of all Shares out of the consideration received in such Change of Control.

7.3 Liability; Duties.

(a) No Member, Manager or officer of the Company shall be personally liable for any indebtedness, liability or obligation of the Company, except as specifically provided for in this Agreement or required pursuant to the Act or any other applicable law. To the fullest extent permitted by Section 18-1101 of the Act, each Member agrees that any fiduciary or other duties imposed under Delaware law (including the duty of loyalty and the duty of care) on the Managers are hereby eliminated, except to the extent specifically set forth in this Agreement.

(b) Any duties (including fiduciary duties) of a Member (but not the duties of the officers of the Company, in their capacity as such) that would otherwise apply at law or in equity (including the duty of loyalty and the duty of care) are hereby waived and eliminated to the fullest extent permitted under Delaware law and any other applicable law; provided that (i) the foregoing shall not eliminate the obligation of each Member to act in compliance with the express terms of this Agreement and (ii) the foregoing shall not be deemed to eliminate the implied contractual covenant of good faith and fair dealing. In furtherance of the foregoing (but subject to the provisos in the foregoing), when any Member (but not the officers of the Company, in their capacity as such) takes any action under this Agreement to give or withhold its consent or approval, such Member shall have no duty (fiduciary or other) to consider the interests of the Company, its Subsidiaries or the other Members, and may act exclusively in its own interest.

(c) The officers of the Company and its direct and indirect Subsidiaries, in their capacity as such, shall owe the same duties (including fiduciary duties) to the Company and the Members as the duties that officers of a Delaware corporation owe to such corporation and its stockholders.

(d) The Members acknowledge and agree that the foregoing is intended to comply with the provisions of the Act (including Section 18-1101 of the Act) permitting

members and managers of a limited liability company to eliminate fiduciary duties to the fullest extent permitted under the Act.

7.4 Insurance. The Company shall purchase and maintain insurance, on behalf of such Indemnitees, and may purchase and maintain insurance on behalf of the Company, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company or such Indemnitees, and in such amounts, as the Board of Managers reasonably determines are customary for similarly-situated businesses such as the Company and its Subsidiaries, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement.

7.5 Limited Liability Company Opportunity.

(a) Each Member acknowledges and affirms that the other Members may have, and may continue to, participate, directly or indirectly, in investments in assets and businesses which are, or will be, suitable for the Company or competitive with the Company's business.

(b) Each Member, individually and on behalf of the Company, expressly (i) waives any conflicts of interest or potential conflicts of interest that exist or arise as a result of any such investments and agrees that no Member, Manager nor any of their respective representatives shall have liability to any Member or any Affiliate thereof, or the Company with respect to such conflicts of interest or potential conflicts of interest, (ii) acknowledges and agrees that no Member nor any of their respective representatives (including any Manager) will have any duty to disclose to the Company or any other Member any such business opportunities, whether or not competitive with the Company's business and whether or not the Company might be interested in such business opportunity for itself (except to the extent that such representative is an officer, consultant or employee of the Company or its Subsidiaries), (iii) agrees that the terms of this Section 7.5 to the extent that they modify or limit a duty or other obligation (including fiduciary duties), if any, that a Member may have to the Company or any other Member under the Act or other applicable law, rule or regulation, are reasonable in form, scope and content; and (iv) waives to the fullest extent permitted by the Act any duty or other obligation, if any, that a Member may have to the Company or another Member, pursuant to the Act or any other applicable law, rule or regulation, to the extent necessary to give effect to the terms of this Section 7.5.

ARTICLE VIII
ACCOUNTING; FINANCIAL AND TAX MATTERS

8.1 Books and Records; Reports.

(a) The books of the Company will be maintained at the Company's principal place of business.

(b) The Board of Managers shall maintain or cause to be maintained a system of accounting established and administered in accordance with the accrual method of accounting or as shall be required by GAAP, and shall set aside on the books of the

Company or otherwise record all such proper reserves pursuant to the accrual method of accounting or as shall be required by GAAP.

(c) As soon as reasonably practicable after the end of each fiscal year of the Company, but in any event not later than (i) one hundred and fifty (150) days after the end of the fiscal year ended December 31, 2014 of the Company and (ii) one hundred and twenty (120) days after the end of each fiscal year of the Company thereafter, the Company shall provide to each Member a copy of the consolidated balance sheets and related statements of operations, cash flows and owners' equity showing the financial position of the Company and its Subsidiaries as of the close of such fiscal year and the consolidated results of their operations during such year and setting forth in comparative form the corresponding figures for the prior fiscal year all audited by independent public accountants of recognized national standing and accompanied by an opinion of such accountants to the effect that such consolidated financial statements fairly present, in all material respects, the financial position and results of operations of the Company and its Subsidiaries on a consolidated basis in accordance with GAAP.

(d) As soon as reasonably practicable after the end of each fiscal quarter, but in any event not later than sixty (60) days after the end of each such fiscal quarter, the Company shall provide to each Member the consolidated balance sheet of the Company and its Subsidiaries as at the end of such fiscal quarter and the related consolidated statements of income, stockholders' equity and cash flows of the Company and its Subsidiaries for such fiscal quarter and for the period from the beginning of the then current fiscal year to the end of such fiscal quarter, setting forth in each case and in comparative form the corresponding figures for the corresponding periods of the previous fiscal year and the corresponding figures from the budget for the current fiscal year, all in reasonable detail, together with a certificate of an appropriate officer of the Company. In addition, as soon as reasonably practicable after the end of each fiscal quarter, but in any event not later than sixty (60) days after the end of each such fiscal quarter, the Company shall provide to each Member an operating report reflecting (i) revenue, fuel, emissions and operating data for the Company, (ii) the actual level of dispatch, capacity factors or similar operating and performance data for the Company, (iii) a summary of the operating and maintenance costs and improvement costs incurred during such fiscal quarter and (iv) management discussion of operating performance for the Company, all certified by an appropriate officer of the Company.

(e) The Company shall provide to each Member, concurrently with delivery under Section 7.03 of the Credit Agreement to the Lenders (as defined in the Credit Agreement), such information as required to be delivered by the Company to the Lenders under Sections 7.03(a), (f), (g), (i), (j), (k), (m) and (o).

(f) The Company shall hold conference calls with the Members once within a reasonable period of time after delivery of financial statements for the fiscal quarter of the Company ending June 30, 2015, (ii) once within a reasonable period of time after delivery of financial statements for the fiscal year of the Company ending December 31, 2015 and (iii) within a reasonable period of time after delivery of financial statements for any other fiscal year, once during such fiscal year thereafter, in each case during normal

business hours upon reasonable prior notice to the Members, to discuss the status of the business and the affairs, finances and accounts of the Company and its Subsidiaries.

(g) The Company shall make the information and reports to be provided pursuant to Sections 8.1(c) through 8.1(e) available to the Members and potential Transferees of a Member's Shares, which access shall be provided by posting such information and reports on an online data system, such as intralinks, with a 'click-through' confidentiality agreement. In addition, the Company shall establish and maintain a separate online data system, such as intralinks, with a 'click-through' confidentiality agreement, which shall be available to the Members and any potential Transferees of a Member's Shares, and on which, at the written request of any 10% Member, the Company will promptly post any material non-public information that is in the possession of any 10% Member due to such 10% Member's right to designate a Manager pursuant to Section 5.3(a) or Board Observer pursuant to Section 5.11; provided, however, that if the material non-public information is related to any significant transaction of the Company (or any of its Subsidiaries), the Company shall only be obligated to post such information if approved by a majority of the disinterested members of the Board of Managers.

(h) The current accounting firm of the Company is KPMG LLC. The Board of Managers (or a duly authorized committee thereof) shall retain the current accounting firm or select a new accounting firm for the Company annually. Any new accounting firm shall be selected from among the following "big four" nationally recognized accounting firms: KPMG, PriceWaterhouseCoopers, Deloitte & Touche or Ernst & Young.

(i) Upon reasonable notice, Members holding at least 3% of the then outstanding Shares (excluding Incentive Shares) shall have the right to meet with, and have access to, the officers of the Company and the Company shall, and shall cause its officers and employees to, afford such Member and its representatives reasonable access during normal business hours to the corporate, financial and similar records, reports and documents of the Company, including, without limitation, all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members or Managers, and to permit such Member and its representatives to examine such documents and make copies thereof.

8.2 Fiscal Year; Taxable Year. The fiscal year of the Company for financial accounting purposes shall end on December 31. The taxable year of the Company for federal, state and local income tax purposes shall end on December 31 unless another date is required by the Code.

8.3 Bank and Investment Accounts. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Board of Managers, in such checking, savings or other accounts, or held in its name in the form of such other investments, as shall be designated by the Board of Managers. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such officer or officers of the Company as the Board of Managers may designate.

8.4 United States Tax Classification. The Company intends to be treated as an association taxable as a corporation for U.S. federal, state and local income Tax purposes under Treasury Regulation section 301.7701-3 and under any corresponding provision of state or local law. The Company shall make a check-the-box election on Internal Revenue Service Form 8832 (or successor form) and any other necessary elections to be treated as a corporation for United States federal, state and local income Tax purposes, effective as of the Effective Date even if made thereafter.

8.5 Tax Returns. The Company shall cause to be prepared and filed all necessary Tax and information returns of the Company required under applicable Tax law.

ARTICLE IX
TRANSFERS OF SHARES; TAG ALONG RIGHT; DRAG ALONG RIGHT; PREEMPTIVE RIGHTS

9.1 Limitation on Transfer.

(a) The Members shall not directly or indirectly Transfer any Shares except in accordance with the provisions of this Agreement. Any attempt to Transfer any Shares in violation of the other provisions of this Article IX shall be null and void *ab initio* and the Company shall not register or effect any such Transfer. Any Transfer pursuant to Section 9.2, Section 9.3 or Section 9.4 shall not be prohibited by this Section 9.1.

(b) Subject to (i) the provisions of this Agreement, including Sections 9.1(c)-(d), Section 9.3, Section 9.4 and Section 9.5, if applicable, (ii) any contractual provision set forth herein binding on any Member, and (iii) compliance with applicable law, including the Securities Act, the Federal Power Act, as amended, and, in each case, any rules, regulations and interpretations promulgated thereunder, the Shares shall be freely Transferable to any Person.

(c) Except for any Transfer of Shares on the effective date of an Initial Public Offering, no Transfer contemplated by this Article IX shall be permitted if as a result of such Transfer, the Company would be reasonably likely to be subject to reporting obligations under the Exchange Act or otherwise required to make any filing with the Commission. The Company may institute legal proceedings to force rescission of a Transfer prohibited by this Section 9.1(c) and to seek any other remedy available to it at law, in equity or otherwise, including an injunction prohibiting any such Transfer.

(d) Notwithstanding anything to the contrary set forth herein, if, at any time after the Effective Date, any Transfer otherwise permitted by this Article IX shall result in the Transferee (together with its Affiliates) owning or controlling 10.0% or more of the then outstanding Common Shares, the Transferee shall not be entitled to vote any Common Shares on any matter under this Agreement in excess of the Common Shares representing 9.99% of the then outstanding Common Shares unless and until such Transfer has been authorized by the Federal Energy Regulatory Commission pursuant to Section 203 of the Federal Power Act, as amended.

(e) The Board of Managers shall have the power to determine all matters related to this Section 9.1, including matters necessary or desirable to administer or to

determine compliance with this Section 9.1 and, absent actual fraud, bad faith, manifest error, or self-dealing, the determinations of the Board of Managers shall be final and binding on the Company and the Members and any proposed transferee.

9.2 Permitted Transfers. Without compliance with Section 9.3 hereof: (i) a Member may Transfer its Shares or any portion thereof to any Affiliate of such Member; (ii) a Member may Transfer its Shares or any portion thereof to another Member; and (iii) a Member may Transfer his or her Shares or any portion thereof to any Family Member (or a Family Member of such Member's spouse, parent or sibling), a company, partnership or a trust established for the benefit of any of the foregoing or any personal representative, estate or executor under any will of such Member or pursuant to the laws of intestate succession, provided that, in each case, such Transfer is made in accordance with the applicable provisions of Section 9.5. The Persons to whom Members may Transfer their Shares or any portion thereof pursuant to this Section 9.2 are referred to hereinafter as "Permitted Transferees").

9.3 Tag-Along Right.

(a) If a Member or group of Members (the "Selling Tag Member") elects to Transfer Shares comprising at least 40% of all then outstanding Shares (on a fully diluted basis) to any Person (other than to a Permitted Transferee) (a "Third Party Purchaser"), in one or a series of related transactions, then such Selling Tag Member shall offer the other Members (each a "Tag-Along Rightholder") the right to include in such Selling Tag Member's Transfer to the Third Party Purchaser the Tag-Along Rightholder's pro-rata portion (excluding unvested Incentive Shares) of the Shares proposed to be Transferred by the Selling Tag Member at the same price and on the same terms and conditions described in the Tag-Along Notice (as defined below).

(b) Prior to the consummation of any proposed Transfer described in Section 9.3(a) (a "Proposed Transfer"), the Selling Tag Member proposing to make the Proposed Transfer shall offer to the other Tag-Along Rightholders the right to be included in the Proposed Transfer by sending written notice (the "Tag-Along Notice") to the Company and the Tag-Along Rightholders, which notice shall (i) state the name of such Selling Tag Member, (ii) state the name and address of the proposed Third Party Purchaser, (iii) state the portion of such Selling Tag Members' Shares to be sold, (iv) state the proposed purchase price and form of consideration of payment and all other material terms and conditions of such sale (including the identity of the Third Party Purchaser), (v) include a calculation of the consideration to be received by each Tag-Along Rightholder, (vi) include a representation that the Third Party Purchaser has been informed of the "tag-along" rights provided in this Section 9.3 and has agreed to purchase the Shares in accordance with the terms hereof, and (vii) be accompanied by a written offer from the Third Party Purchaser. Such right shall be exercisable by written notice to the Selling Tag Member proposing to make the Proposed Transfer (with a copy to the Company) given within fifteen (15) days after delivery of the Tag-Along Notice (the "Tag-Along Notice Period") specifying the number of Shares with respect to which such Tag-Along Rightholder shall exercise its rights under this Section 9.3. If the Third Party Purchaser elects to purchase less than all of the Shares offered for sale as a result of the Tag-Along Rightholder's exercise of their "tag-along" rights provided in this Section 9.3, the Selling Tag Member and each Tag-Along Rightholder exercising its rights shall have the right to

include its pro rata portion of the Shares to be Transferred to the Third Party Purchaser on the same terms and conditions as the Selling Tag Member, including, in exchange for the pro rata share of consideration received by the Selling Tag Member. Failure by a Tag-Along Rightholder to respond within the Tag-Along Notice Period shall be regarded as a rejection of the offer made pursuant to the Tag-Along Notice and a decline by such Tag-Along Rightholder of its rights under this Section 9.3.

(c) Each Tag-Along Rightholder shall agree (i) to make such representations, warranties, covenants, indemnities and agreements to the Third Party Purchaser as made by the Selling Tag Member in connection with the Tag-Along Transfer (other than any noncompetition or similar agreements or covenants that would bind the Tag-Along Rightholder or its Affiliates), and (ii) to substantially the same terms and conditions to the Transfer as the Selling Tag Member agrees (including the same consideration the Selling Tag Member receives); provided, however, that (A) the representations, warranties, indemnities, covenants, conditions, escrow agreements and other provisions and agreements relating to such Tag-Along Transfer shall in no event be broader or more burdensome than those given by the Selling Tag Member, (B) all such representations, warranties, covenants, indemnities and agreements shall be made by each Tag-Along Rightholder severally and not jointly and severally, (C) a Tag-Along Rightholder's liability under the definitive purchase agreement with respect to such transaction will not exceed the total purchase price received by such Tag-Along Rightholder in such transaction except for liability resulting from fraud or knowing and willful breach, and (D) any consideration, including escrow or holdbacks, applicable to such Tag-Along Transaction shall be applied pro rata among the Members participating in the Tag-Along Transaction. It being further agreed that in no event shall any Affiliate (other than any Affiliate of such Tag-Along Rightholder that is selling its Shares in such transaction) of such Tag-Along Rightholder be liable under such transaction, in any respect.

9.4 Drag-Along Right.

(a) If a Member or group of Members (the "Selling Members") wish to sell Shares comprising sixty percent (60%) of all then outstanding Shares (on a fully diluted basis) to a Third Party Purchaser for cash or publicly traded and freely tradable securities (a "Drag-Along Sale"), then such Selling Members shall have the right, in lieu of complying with the provisions of Section 9.3, to require the other Members to sell all of their Shares to such Third Party Purchaser in connection with such Drag-Along Sale and otherwise on the same terms as such Selling Members selling such Shares. Such right shall be exercisable by written notice (a "Buyout Notice") given to each Member other than the Selling Members which shall state (i) that such Selling Members propose to effect the sale of all of the Shares of every Member of the Company to such Third Party Purchaser, (ii) the name of the Third Party Purchaser, and (iii) the purchase price the Third Party Purchaser is paying for the Shares and which attaches a copy of any definitive agreements between such Selling Members and the other parties to such transaction. Each such Member agrees that, upon receipt of a Buyout Notice, each such Member shall be obligated to sell all of its Shares for the purchase price set forth in the Buyout Notice and upon the other terms and conditions of such transaction (and otherwise take all reasonably necessary action to cause consummation of the proposed transaction, including voting such Shares in favor of such transaction).

(b) If the Board of Managers and the Members approve a Change of Control (an "Approved Sale"), then so long as distributions of consideration to the Members are made in accordance with the provisions of Section 3.4, each Member agrees to vote in favor thereof, use its best efforts to cooperate in the Approved Sale and take all necessary and desirable actions in connection with the consummation of the Approved Sale as are reasonably requested by the Board of Managers, including, without limitation, by waiving any appraisal or similar rights with respect to the Approved Sale. The obligations of the Members to participate in any Approved Sale pursuant to this Section 9.4(b) are subject to the satisfaction of the following condition: if any Member of a class of Shares is given an option as to the form and amount of consideration to be received with respect to Shares in a class, all holders of Shares of such class will be given the same option; provided, however, that any arrangements entered into between a member of management of the Company and the Third Party Purchaser (or its Affiliates) in connection with the Approved Sale, including any rollover of equity or debt securities by such member of management into the Third Party Purchaser (or its Affiliates), shall not be deemed to violate or otherwise conflict with the terms of this Section 9.4(b).

(c) The closing with respect to any Drag-Along Sale pursuant to this Section 9.4 shall be held as soon as practicable and at the time and place specified in the Buyout Notice but in any event within three (3) months of the date the Buyout Notice is delivered to the Members (the "Drag-Along Outside Date"); provided, that if the approval of any Governmental Authority is required for the Drag-Along Sale and such approval has not been obtained by the Drag-Along Outside Date, then the Drag-Along Outside Date shall be extended to the date that is five days after the receipt of such approval. Consummation of the Transfer of Shares by any Member to the Third Party Purchaser in a Drag-Along Sale (i) shall be conditioned upon consummation of the Transfer by each Selling Member to such Third Party Purchaser of the Shares proposed to be Transferred by the Selling Members and (ii) may be effected by a Transfer of the Shares or the merger, consolidation or other combination of the Company with or into the Third Party Purchaser or its Affiliate, in one or a series of related transactions. If the proposed Transfer with respect to the applicable Shares subject to the Buyout Notice does not meet the requirements of Section 9.4(a) prior to the Drag-Along Outside Date, such Selling Members shall be deemed to have forfeited their rights to require the other Members to sell all of their Shares to such Third Party Purchaser in connection with such Drag-Along Sale.

(d) The Selling Members shall arrange for payment in cash (by bank cashier's check or certified check or by wire transfer of immediately available funds to the accounts designated by the other Members) or publicly traded and freely tradable securities directly by the Third Party Purchaser to each other Member, upon delivery of an appropriate assignment in form and substance reasonably satisfactory to the Third Party Purchaser, which assignment shall be made free and clear of all liens, claims and encumbrances, except as provided by this Agreement or as otherwise agreed to by such Third Party Purchaser. In connection with any Transfer pursuant to a Buyout Notice, each other Member shall execute the applicable purchase agreement, if applicable, and make or provide the same representations, warranties, covenants, indemnities and agreements as the Selling Members make or provide in connection with the Drag-Along Sale; provided, that each other Member shall only be obligated to make individual

representations and warranties with respect to its title to and ownership of the applicable Shares, authorization, execution and delivery of relevant documents, enforceability of such documents against such Member, and other matters relating to such Member, but not with respect to any of the foregoing with respect to any other Members, the Selling Members or their Shares; provided, further, that all representations, warranties, covenants and indemnities in the applicable purchase agreement shall be made by the Selling Members and the other Members severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by the Selling Members and each other Member, in each case in an amount not to exceed the aggregate proceeds received by the Selling Members and each other Member in the Drag-Along Sale. Any transaction costs, including transfer taxes and legal, accounting and investment banking fees incurred by the Company and the Selling Members and any other Member participating in a Transfer pursuant to a Buyout Notice shall, unless the applicable Third Party Purchaser refuses, be borne by the Company in the event of an Approved Sale and shall otherwise be borne by the Members on a pro rata basis based on the consideration received by each Member in such Transfer.

9.5 Condition to Transfers. In addition to all other terms and conditions contained in this Agreement, no Transfers permitted under this Article IX (excluding Transfers pursuant to Section 9.4) shall be completed or effective for any purpose unless prior thereto:

(a) The Member making such Transfer shall have provided to the Company (i) at least five (5) Business Days' prior notice of such Transfer and (ii) a certificate of the Member making such Transfer, delivered with such notice, containing a statement that such Transfer is permitted under this Article IX, together with such information as is reasonably necessary for the Company to make such determination and (iii) such other information or documents as may be reasonably requested by the Company in order for it to make such determination.

(b) The transferee of such Shares shall have executed and delivered to the Company an agreement by which it shall become a party to and be bound by the applicable terms and provisions of this Agreement.

(c) If requested by the Board of Managers in its reasonable judgment within the five (5) Business Day period referenced in clause (a) above, the Company shall have received the opinion of counsel to the Company, at the expense of the Member making such Transfer, reasonably satisfactory in form and substance to the Board of Managers, to the effect that: (i) such Transfer would not violate the Securities Act or any state securities or "blue sky" laws applicable to the Company or the Shares to be Transferred, (ii) such Transfer shall not impose liability or reporting obligations on the Company or any Member thereof in any jurisdiction, whether domestic or foreign, or result in the Company or any Member thereof becoming subject to the jurisdiction of any court or governmental entity anywhere, other than the states, courts and governmental entities in which the Company is then subject to such liability, reporting obligation or jurisdiction, (iii) such Transfer would not, individually or together with other concurrently proposed Transfers, cause the Company to be regarded as an "investment company" under the Investment Company Act of 1940, as amended, (iv) such Transfer shall not cause an Event of Dissolution or, unless the Board of Managers determines it to be immaterial, a

termination of the Company pursuant to Section 708 of the Code and (v) such Transfer would not violate the Federal Power Act, as amended.

9.6 Effect of Transfer. Upon the close of business on the effective date of any Transfer of Shares (the "Effective Transfer Time") in accordance with the provisions of this Agreement, (a) the Transferee shall be admitted as a Member (if not already a Member) and for purposes of this Agreement such Transferee shall be deemed a Member, and (b) the Transferred Shares shall continue to be subject to all the provisions of this Agreement. Unless the Transferor and Transferee otherwise agree in writing, and give written notice of such agreement to the Company at least seven (7) days prior to such Effective Transfer Time, all distributions declared to be payable to the Transferor at or prior to such Effective Transfer Time shall be made to the Transferor. No Transfer shall relieve the Transferor (or any of its Affiliates) of any of its obligations or liabilities under this Agreement arising prior to the closing of such Transfer.

9.7 Tolling. All time periods specified in this Article IX are subject to reasonable extension for the purpose of complying with requirements of law or regulation as determined by the Board of Managers.

9.8 Preemptive Rights.

(a) If the Company shall propose to issue and sell any Shares or any security convertible into or exchangeable for any Shares (other than any Shares to be issued (i) to Persons who are, or who are becoming, employees, managers, directors or consultants of the Company or its Subsidiaries in connection with a bona fide option or equity participation plan or other bona fide compensation arrangement that is duly approved by the Board of Managers ("Incentive Shares"), (ii) as part of a debt financing transaction or as consideration for an acquisition, a joint venture or joint venture partner duly approved by the Board of Managers, (iii) pursuant to conversion or exchange rights included in equity interests previously issued by the Company, (iv) in connection with an equity interests split, division or dividend duly approved by the Board of Managers, (v) pursuant to an Initial Public Offering or (vi) in connection with an issuance of Shares on account of the EDF Disputed Claim (as defined in the Order), on the terms and subject to the conditions set forth in the Order (collectively, the "New Securities") or enter into any contracts relating to the issuance or sale of any New Securities to any Person (the "Subject Purchaser"), each Member who is an "accredited investor" (as defined in Rule 501(a) of Regulation D promulgated under the Securities Act) and holds Shares (together with its Affiliates and Permitted Transferees) comprising at least an aggregate of 3% of all then outstanding Shares shall have the right (a "Preemptive Right") to purchase such Member's pro rata portion (based on ownership of Shares and determined without regard to Members not eligible for such Preemptive Right) of the New Securities at the same price and on the same other terms proposed to be issued and sold (excluding from such Member's allocated portion an amount of Shares necessary to account for any options, warrants, SARs or other equity rights of Members if the holders of any such options, warrants, SARs or other equity rights are entitled to preemptive rights in any transaction to which this Section 9.8 applies, such that the number of New Securities to be purchased by Members pursuant to this Section 9.8 shall be reduced to permit such preemptive rights following the issuance of the New Securities to such holders upon exercise of their preemptive rights) (the "Proportionate Percentage"). The Company shall offer to sell to

any such Member its Proportionate Percentage of such New Securities (the "Offered Securities") and to sell to any such Member such of the Offered Securities as shall not have been subscribed for by the other Members as hereinafter provided, at the price and on the terms described above, which shall be specified by the Company in a written notice delivered to any such Member, which such notice shall also state (A) the number of New Securities proposed to be issued and (B) the portion of the New Securities available for purchase by such Member (the "Preemptive Offer"). The Preemptive Offer shall by its terms remain open for a period of at least thirty (30) days from the date of receipt thereof, or such shorter period of time as determined in good faith by the Board of Managers if in the best interests of the Company (but in no event shall such period of time be less than five (5) Business Days) (the "Preemptive Offer Period"), and shall specify the date on which the Offered Securities will be sold to accepting Members (which date shall be not less than five (5) days or more than sixty (60) days from the expiration of the Preemptive Offer Period). The failure of any Member to respond to the Preemptive Offer during the Preemptive Offer Period shall be deemed a waiver of such Members' Preemptive Right.

(b) Each such Member shall have the right, during the Preemptive Offer Period, to purchase any or all of its Proportionate Percentage of the Offered Securities at the purchase price and on the terms stated in the Preemptive Offer. Notice by any Member of its acceptance, in whole or in part, of a Preemptive Offer shall be in writing (a "Notice of Acceptance") signed by such Member and delivered to the Company prior to the end of the Preemptive Offer Period, setting forth the Offered Securities such Member elects to purchase.

(c) Each such Member shall have the additional right to offer in its Notice of Acceptance to purchase any of the Offered Securities not accepted for purchase by any other Members, in which event such Offered Securities not accepted by such other Members shall be deemed to have been offered to and accepted by the Members exercising such additional right under this Section 9.8(c) pro rata in accordance with the amount of additional Offered Securities proposed to be purchased by such Member (determined without regard to those Members not electing to purchase their full respective Proportionate Percentages under the Section 9.8(a)) on the same terms and conditions as those specified in the Preemptive Offer, but in no event shall any such electing Member be allocated a number of New Securities in the Company in excess of the maximum number of Offering Securities such Member has elected to purchase in its Notice of Acceptance.

(d) At the closing of the purchase of New Securities subscribed for by the Members under this Article IX, the Company shall deliver certificates (if applicable) representing the New Securities, and such New Securities shall be issued free and clear of all liens and the Company shall so represent and warrant, and further represent and warrant that such New Securities shall be, upon issuance thereof to the Members that elected to purchase New Securities and after payment therefor, duly authorized, validly issued, fully paid and non-assessable. Each Member purchasing the New Securities shall deliver at the closing payment in full in immediately available funds for the New Securities purchased by it. At such closing, all of the parties to the transaction shall execute such additional documents as are otherwise necessary or appropriate.

(e) Sale to Subject Purchaser. In the case of any Preemptive Offer, if Notices of Acceptance given by the Members do not cover in the aggregate all of the Offered Securities, the Company may during the period of one hundred and eighty (180) days following the date of expiration of such Preemptive Offer sell to any other Person or Persons all or any part of the New Securities not covered by a Notice of Acceptance, but only on terms and conditions that are no more favorable to such Person or Persons or less favorable to the Company than those set forth in the Preemptive Offer. If such sale is not consummated within such 180-day period for any reason, then the restrictions provided for herein shall again become effective, and no issuance and sale of New Securities may be made thereafter by the Company without again offering the same in accordance with this Article IX. The closing of any issuance and purchase pursuant to this Section 9.8 shall be held at a time and place as the parties to the transaction may agree.

9.9 Change in Business Form.

(a) In connection with an Initial Public Offering of the Company, all Members shall and shall cause their Affiliates to take all necessary or desirable actions in connection with the consummation of such transaction (i) to, as the Board of Managers may reasonably request, (A) convert the Company to a corporate form in a Tax-free transaction (except to the extent of taxable income or gain required to be recognized by a Member in an amount that does not exceed the amount of cash or any property or rights (other than stock) received by such Member upon the consummation of such transaction and/or any concurrent transaction), or (B) accomplish the foregoing by effecting a transaction that is treated as the contribution of the Shares of the Company into a newly formed "shell" corporation pursuant to Section 351 of the Code, with the result that each Member shall hold capital stock of such surviving corporation or business entity (in each case, the "Successor Corporation"), and (ii) to cause the Successor Corporation to assume all of the obligations of the Company under this Section 9.9.

(b) The Company and the Board of Managers will use their respective best efforts to perform any conversion or restructuring contemplated in Section 9.9 in the most Tax efficient manner for the Members, including any Members that are treated as corporations for Federal Income Tax purposes. Upon the unanimous vote of the Board of Managers that such action is necessary to preserve the benefits of "tacking" under Rule 144 of the Securities Act, such conversion or merger may be structured to occur without any action on the part of any Member, and each Member hereby consents in advance to any action that the Board of Managers shall deem necessary to accomplish such result.

(c) In connection with an Initial Public Offering, all of the outstanding Common Shares of the Company shall automatically convert into shares of common stock of the Successor Corporation (the "Stock") immediately prior to the consummation of the Initial Public Offering or at such other time as the Board of Managers may determine.

(d) In the event that the Company determines to permit sales of shares of Stock held by Members in connection with an Initial Public Offering, all Members shall have the right to include in such offering a pro rata number of such Member's Shares.

ARTICLE X
DISSOLUTION OF COMPANY; LIQUIDATION AND DISTRIBUTION OF ASSETS

10.1 Events of Dissolution. This Section 10.1 sets forth the exclusive events that will cause the dissolution of the Company. The provisions of Section 18-801 of the Act that apply unless the limited liability company agreement otherwise provides shall not become operative. The Company shall be dissolved upon any of the following events (each, an "Event of Dissolution"):

(a) Subject to Section 5.10, the Board of Managers shall elect to dissolve the Company; or

(b) A dissolution is required under Section 18-801(a)(4) of the Act or there is entered a decree of judicial dissolution under Section 18-802 of the Act.

10.2 Liquidation; Winding Up. Upon the occurrence of an Event of Dissolution, the Board of Managers shall wind up the affairs of the Company in accordance with the Act and shall supervise the liquidation of the assets and property of the Company and, except as hereinafter provided, shall have full, complete and absolute discretion in the mode, method, manner and timing of effecting such liquidation. The Board of Managers shall have absolute discretion in determining whether to sell or otherwise dispose of Company assets or to distribute the same in kind. The Board of Managers shall liquidate and wind up the affairs of the Company as follows:

(a) The Board of Managers shall prepare (or cause to be prepared) a balance sheet of the Company in accordance with GAAP as of the date of dissolution.

(b) The assets, properties and business of the Company shall be liquidated by the Board of Managers in an orderly and businesslike manner so as not to involve undue sacrifice. Notwithstanding the foregoing, if it is determined by the Board of Managers not to sell all or any portion of the properties and assets of the Company, such properties and assets shall be distributed in kind in the order of priority set forth in subsection (c); provided, however, that the fair market value of such properties and assets (as determined by the Board of Managers in good faith, which determination shall be binding and conclusive) shall be used in determining the extent and amount of a distribution in kind of such properties and assets in lieu of actual cash proceeds of any sale or other disposition thereof.

(c) The proceeds of the sale of all or substantially all of the properties and assets of the Company and all other properties and assets of the Company not sold, as provided in subsection (b) above, and valued at the fair market value thereof as provided in such subsection (b), shall be applied and distributed in one or more installments as follows, and in the following order of priority:

(i) First, to the payment of all debts and liabilities of the Company and the expenses of liquidation not otherwise adequately provided for and the setting up of any reserves that are reasonably necessary for any contingent,

conditional or unmatured liabilities or obligations of the Company or of the Members arising out of, or in connection with, the Company; and

(ii) Second, the remaining proceeds to the Members in accordance with the applicable provisions of Section 3.4.

(d) A certificate of cancellation, as required by the Act, shall be filed by the Board of Managers.

10.3 Survival of Rights, Duties and Obligations. Termination, dissolution, liquidation or winding up of the Company for any reason shall not release any party from liability which at the time of such termination, dissolution, liquidation or winding up already had accrued to any other party or which thereafter may accrue with respect to any act or omission prior to such termination, dissolution, liquidation or winding up.

10.4 Claims of the Members. Members and former Members shall look solely to the Company's assets for the return of their contributions to the Company, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such contributions, the Members and former Members shall have no recourse against the Company or any other Member.

ARTICLE XI
MISCELLANEOUS

11.1 Expenses. Unless otherwise provided herein, the Company shall bear all of the expenses incurred by the Company or the Steering Committee in connection with the preparation, execution and performance of this Agreement and, the transactions contemplated hereby, including, without limitation, all fees and expenses of agents, counsel and accountants.

11.2 Further Assurances. Each party to this Agreement agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be required by law or as, in the opinion of the Board of Managers, may be necessary or advisable to carry out the intent and purposes of this Agreement.

11.3 Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing, and shall be deemed given and received (a) when transmitted by facsimile or electronic mail or personally delivered on a Business Day during normal business hours, (b) on the Business Day following the date of dispatch by overnight courier or (c) on the third Business Day following the date of mailing by registered or certified mail, return receipt requested, in each case addressed to the Company or the Board of Managers at the address of the principal office of the Company or to a Member at such Members' address shown on Schedule 3.1, or in any such case to such other address as the Company or any party hereto shall have last designated to the Company and the Members by notice given in accordance with this Section 11.3. No notices under Sections 9.3, 9.4 or 9.8 may be given by mail pursuant to clause (c) above.

11.4 Amendments. Subject to Section 6.14 and except as otherwise expressly provided herein, this Agreement and the Certificate of Formation may be modified, amended or restated,

and the provisions hereof may be waived, only by an instrument in writing duly executed and delivered by (a) the Company, (b) Members holding at least a majority of the then outstanding Common Shares and (c) if, at the time of such modification, amendment, restatement or waiver, (w) there are four 10% Members, the affirmative vote of three out of the four 10% Members (x) there are three 10% Members, the affirmative vote of two out of the three 10% Members, (y) there are two 10% Members, the affirmative vote of one out of the two 10% Member and (z) if there is one 10% Member, the affirmative vote of such 10% Member; provided, however, that (i) any amendment, modification or waiver that would adversely affect in any respect the rights or obligations of any Member without similarly affecting the rights or obligations hereunder of all holders of the same class of Shares (for the avoidance of doubt, without giving effect to any Member's specific holdings of Shares, specific tax or economic position or any other matters personal to a Member), shall not be effective as to such Member without such Member's prior written consent; (ii) any amendment, modification or waiver (A) with respect to the right of certain Members to appoint Managers pursuant to Section 5.3, (B) with respect to Section 7.1, Section 7.2, Section 7.3 or Section 7.5, (C) that would require additional Capital Contributions or change the limited liability of the Members provided for herein and in the Act or (D) any waiver of a Members rights pursuant to Section 9.3 or Section 9.8, shall, in the case of each of (A), (B), (C) and (D), require the prior written consent of each Member adversely affected by such amendment, modification or waiver; (iii) any decrease in the size of the Board or any amendment or modification to Section 5.10, Section 6.14, Section 8.1, Section 9.1, Section 9.3, Section 9.4, Section 9.8 or this Section 11.4 shall require the prior written consent of holders of at least 60% of the outstanding Common Shares and (iv) the Company may automatically amend Schedule 3.1 hereto without the consent of the Members. Any waiver of any provision of this Agreement requested by any party hereto must be in writing by the party granting such waiver.

11.5 Severability. Each provision of this Agreement shall be considered severable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined by a court of competent jurisdiction to be invalid, unenforceable or contrary to the Act or existing or future applicable law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those provisions of this Agreement which are valid, enforceable and legal. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it valid, enforceable and legal within the requirements of any applicable law, and in the event such term or provision cannot be so limited, this Agreement shall be construed to omit such invalid, unenforceable or illegal provisions.

11.6 Headings and Captions. All headings and captions contained in this Agreement and the table of contents hereto are inserted for convenience only and shall not be deemed a part of this Agreement. The Annexes are considered a part of this Agreement.

11.7 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement. Facsimile counterpart signatures to this Agreement shall be binding and enforceable.

11.8 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE (WITHOUT REGARD TO THE RULES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY).

11.9 Jurisdiction. The parties hereby agree that any suit, action 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, whether in contract, tort or otherwise, shall be brought in the United States District Court for the District of Delaware or in the Court of Chancery of the State of Delaware (or, if such court lacks subject matter jurisdiction, in the Court of Chancery of the State of Delaware), so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Delaware. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action 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 suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice or other document by registered mail to the address designated in Section 11.3 shall be effective service of process for any suit, action or other proceeding brought in any such court.

11.10 Entire Agreement; Non-Waiver. This Agreement supersedes all prior agreements between the parties with respect to the subject matter hereof and contains the entire agreement between the parties with respect to such subject matter. No delay on the part of any party in exercising any right hereunder shall operate as a waiver thereof, nor shall any waiver, express or implied, by any party of any right hereunder or of any failure to perform or breach hereof by any other party constitute or be deemed a waiver of any other right hereunder or of any other failure to perform or breach hereof by the same or any other Member, whether of a similar or dissimilar nature.

11.11 No Third Party Beneficiaries. Nothing contained in this Agreement (other than the provisions of Article VII hereof), express or implied, is intended to or shall confer upon anyone other than the parties (and their successors and permitted assigns) and the Company any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11.12 No Right to Partition. The Members, on behalf of themselves and their successors and assigns, if any, hereby specifically renounce, waive and forfeit all rights, whether arising under contract or statute or by operation of law, except as otherwise expressly provided in this Agreement, to seek, bring or maintain any action in any court of law or equity for partition of the Company or any asset of the Company, or any Share which is considered to be Company property, regardless of the manner in which title to such property may be held.

11.13 Investment Representation and Indemnity. Each Member, by execution of this Agreement, (a) represents to each other Member and to the Company that such Member is acquiring a Share in the Company for the purpose of investment for such Members' own account, with the intent of holding such Share for investment and without the intent of participating directly or indirectly in any sale or distribution thereof in a manner that would violate the Securities Act, (b) acknowledges that such Member must bear the economic risk of loss of such Members' capital contributions to the Company because this Agreement contains substantial restrictions on Transfer and because the Shares in the Company have not been registered under applicable United States federal and state securities laws (it being understood that the Company shall be under no obligation so to register such Shares in the Company) and

cannot be Transferred unless registered under such securities laws or an exemption therefrom is available, and (c) agrees to indemnify each other Member and the Company from any loss, damage, liability, claims and expenses (including reasonable attorneys' fees and expenses) incurred, suffered or sustained by any of them as a result of the inaccuracy of any representation contained in this Section 11.13.

11.14 Confidentiality.

(a) Except as and to the extent as may be required by applicable law or required or requested by regulatory authorities or examinations (including FINRA and NAIC) including routine regulatory examinations not directed specifically at the Company, without the prior written consent of the Board of Managers, the Members shall not make, and shall direct their officers, directors, agents, employees and other representatives not to make, directly or indirectly, any public comment, statement, or communication with respect to, or otherwise disclose or permit the disclosure of Confidential Information or, following the Effective Date, any modification or amendment to, or waiver of, this Agreement; provided, however, that the Members and their respective equity owners may disclose Confidential Information (i) to the extent required under any agreement between the Members or their respective equity owners and their respective investors, limited partners or other similar Persons of the Members and their respective equity owners, as applicable who are subject to obligations of confidentiality and in confidential materials delivered to prospective investors, limited partners or other similar Persons of the Members and their respective equity owners, as applicable who are subject to obligations of confidentiality; provided, however, that the Members will use commercially reasonable best efforts to, or cause their respective equity owners, to, enforce their respective rights in connection with a breach of such confidentiality obligations by any Person receiving Confidential Information pursuant to this clause (i), and (ii) to a bona fide potential purchaser of Shares held by such Member if such bona fide potential purchaser executes a confidentiality agreement with such Member containing terms at least as protective as the terms set forth in this Section 11.14 and which, among other things, provides for third-party beneficiary rights in favor of the Company to enforce the terms thereof. As used herein, "Confidential Information" means all information, knowledge, systems or data relating to the business, operations, finances, policies, strategies, intentions or inventions of the Company (including any of the terms of this Agreement and any information provided pursuant to Article VIII) from whatever source obtained, except for any such information, knowledge, systems or data which at the time of disclosure was in the public domain or otherwise in the possession of the disclosing Person unless such information, knowledge, systems or data was placed into the public domain or became known to such disclosing Person in violation of any non-disclosure obligation, including this Section 11.14. Each Member agrees that money damages would not be a sufficient remedy for any breach of this Section 11.14 by a Member, and that in addition to all other remedies, the Company shall be entitled to injunctive or other equitable relief as a remedy for any such breach. Each Member agrees not to oppose the granting of such relief and agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.

(b) If any Member is required by applicable law or required or requested by regulatory authorities or examinations (including FINRA and NAIC) to disclose any

Confidential Information, it must, to the extent permitted by applicable law, first provide notice reasonably in advance to the Company with respect to the content of the proposed disclosure, the reasons that such disclosure is required by law and the time and place that the disclosure will be made. Such Member shall cooperate with the Company to obtain confidentiality agreements or arrangements with respect to any legally mandated disclosure and in any event shall disclose only such information as is required by applicable law when required to do so.

(c) Each Member shall indemnify each other Member and the Company for any loss, damage, liability, claims and expenses (including reasonable attorneys' fees and expenses) incurred, suffered or sustained by any of them as a result of any breach by such Member of this Section 11.14.

* * * * *

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

MEMBERS:

[MEMBER]

_____

Name:
Title:

Schedule 1.1
Significant Subsidiaries

Longview Power, LLC
Mepco Holdings, LLC
Mepco Intermediate Holdings, LLC
DCWTS Holdings, LLC
Dunkard Creek Water Treatment System, LLC
GenPower Services, LLC

Schedule 3.1A
(dated [ ])

Owner	Address	Common Shares	Common Share Percentage
Total			

Schedule 5.3(a)
Initial Managers

CEO Manager	Jeff Keffer
KKR Managers	Harlan Cherniak and Jim Utt*
ASOF Manager	Neal Cody
Centerbridge Manager	Eugene Davis
Third Avenue Manager	David Barse
Majority Manager	Dan Hudson

* Denotes Chairman of the Board of Manager as initially designated by the Steering Committee.

Schedule 5.11(c)
Initial Board Observers